



# UMATILLA CITY COUNCIL MEETING

December 16, 2025 at 6:00 PM

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

## AGENDA

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*Please silence your electronic devices*

### PLEDGE OF ALLEGIANCE AND INVOCATION

### CALL TO ORDER

### ROLL CALL

### AGENDA REVIEW

### MINUTES REVIEW

1. Approval of Meeting Minutes  
- December 2, 2025, Regular City Council Meeting

### 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

### PUBLIC HEARING / ORDINANCES / RESOLUTIONS

2. Resolution No. 2025-35, Non-Ad Valorem Solid Waste and Stormwater Assessment
3. Final Reading of Ordinance No. 2025-L, Land Development Regulations Update - Chapter 9
4. Final Reading Ordinance No. 2025-M, Certified Recovery Residences/Reasonable Accommodations
5. Final Reading of Ordinance No. 2025-N, Solid Waste Collection Franchise Agreement
6. First Reading of Ordinance No. 2025-K, Moss Annexation
7. First Reading Ordinance No. 2025-K1, Moss SSCPA
8. First Reading of Ordinance No. 2025-K2, Moss PUD Rezoning

### NEW BUSINESS

### DISCUSSION

9. Discussion on City Council Salaries

## **BOARD APPOINTMENTS**

10. Appointment to Lake County League of Cities
11. Appointment to the Umatilla Chamber of Commerce Board of Directors
12. Appointment to Lake-Sumter Metropolitan Planning Organization

## **REPORTS**

13. 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

December 2, 2025, at 6:00 PM

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

### MINUTES

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#### PLEDGE OF ALLEGIANCE AND INVOCATION

#### CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech led the Pledge and the Invocation and called the Regular City Council Meeting to order at 6:00 pm.

#### ROLL CALL

##### MEMBERS PRESENT

Christopher Creech, Mayor  
Zack Durbin, Vice Mayor  
Bear Crockett, Council Member (arrived at 6:43 pm)  
Katherine Adams 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 COUNCIL MEMBER ADAMS TO APPROVE THE AGENDA; SECONDED BY VICE MAYOR DURBIN. MOTION PASSED BY A UNANIMOUS VOICE VOTE.**

#### MINUTES REVIEW

1. Approval of Meeting Minutes  
- November 18, 2025, Regular City Council Minutes

**MOTION BY COUNCIL MEMBER ADAMS TO APPROVE NOVEMBER 18, 2025, REGULAR CITY COUNCIL MINUTES; SECONDED BY VICE MAYOR DURBIN. MOTION PASSED BY A UNANIMOUS VOICE VOTE.**

## **PRESENTATIONS**

## **PUBLIC COMMENT**

Mayor Creech opened public comment.

No one spoke

Mayor Creech closed public comment.

## **CONSENT AGENDA**

## **NEW BUSINESS**

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

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

Attorney Cotch read the Ordinance by title

### **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.**

Attorney Cotch explained that Chapter 9 of the City’s Land Development Code, which regulates how land is split or subdivided, is outdated and no longer aligns with state law—specifically Chapter 177, Florida Statutes. To fix this, a full rewrite of Chapter 9 was completed. The updated chapter brings the City into compliance, clarifies procedures and definitions, modernizes development standards, and makes minor lot splits and small subdivisions easier to process. It also removes the previous ban on flag lots and instead sets straightforward access standards so owners of narrow or irregular parcels can legally subdivide their property when zoning permits.

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-L, LAND DEVELOPMENT REGULATIONS UPDATE CHAPTER 9; SECONDED BY COUNCIL MEMBER ADAMS. MOTION WAS APPROVED BY A ROLL CALL VOTE.**

|                          |     |
|--------------------------|-----|
| Council Member Fetterolf | YES |
| Council Member Adams     | YES |
| Vice Mayor Durbin        | YES |
| Mayor Creech             | YES |

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

Attorney Cotch read the Ordinance by title.

**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.**

Attorney Cotch explained that the Florida Legislature established a voluntary certification program for recovery residences through HB 21 (2015) to protect disabled individuals through ethical and operational standards. With new requirements coming under SB 954 (2025), the City of Umatilla aims to adopt its own procedures for reviewing reasonable-accommodation requests related to Certified Recovery Residences before the new law takes effect on January 1, 2026.

Mayor Creech opened public comment.

No one spoke

Mayor Creech closed public comment.

**MOTION BY COUNCIL MEMBER ADAMS TO APPROVE FIRST READING OF ORDINANCE NO. 2025-M, CERTIFIED RECOVERY RESIDENCES/REASONABLE ACCOMMODATIONS; SECONDED BY COUNCIL MEMBER FETTEROLF. MOTION PASSED BY A ROLL CALL VOTE.**

|                          |     |
|--------------------------|-----|
| Council Member Adams     | YES |
| Council Member Fetterolf | YES |
| Vice Mayor Durbin        | YES |
| Mayor Creech             | YES |

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

Attorney Cotch read the Ordinance by title.

**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.**

Ms. Frazier explained that the City's solid waste collection contract with GFL Environmental will expire on January 31, 2026, and GFL has chosen not to renew it. Since solid waste collection is an essential service, the City must secure a new provider before the contract ends. Staff have prepared a new Solid Waste Franchise Agreement with a replacement hauler that includes updated service standards, rates, and operational requirements.

Mayor Creech opened public comment.

No one spoke.

Mayor Creech closed public comment.

**MOTION BY VICE MAYOR DURBIN TO APPROVE FIRST READING OF ORDINANCE NO. 2025-N, SOLID WASTE COLLECTION FRANCHISE AGREEMENT; SECONDED BY COUNCIL MEMBER ADAMS. MOTION PASSED BY A ROLL CALL VOTE.**

|                          |     |
|--------------------------|-----|
| Vice Mayor Durbin        | YES |
| Council Member Adams     | YES |
| Council Member Fetterolf | YES |
| Mayor Creech             | YES |

5. Resolution No. 2025-30B Fee Schedule Update

City Attorney Cotch read the Resolution by title only.

**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.**

Ms. Frazier explained that the City previously repealed all user fees through Ordinance 2023-31 and later

adopted new fee schedules through Resolution 2024-01. Since then, the Council has identified a financial need to adjust certain fees to keep up with service demands and ensure costs are distributed fairly without overburdening taxpayers. The updated resolution would adopt a revised fee schedule, effective immediately, and allow for future changes by resolution. She noted that updates to Exhibit J – Utility Services are specifically needed to reflect current solid waste service costs.

Mayor Creech opened public comment.

No one spoke.

Mayor Creech closed public comment.

**MOTION BY COUNCIL MEMBER ADAMS TO APPROVE RESOLUTION NO. 2025-30B, FEE SCHEDULE UPDATE; SECONDED BY VICE MAYOR DURBIN. MOTION PASSED BY A UNANIMOUS VOICE VOTE.**

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

City Attorney Cotch read the Ordinance by title only.

**Ordinance No. 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 with LPG Urban and Regional Planners, LLC, stated that no changes have been made since the first reading and requested that the testimony and presentation from the November 18th meeting be carried forward.

Mayor Creech opened public comment.

No one spoke

Mayor Creech closed public comment.

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

|                      |     |
|----------------------|-----|
| Council Member Adams | YES |
| Vice Mayor Durbin    | YES |

|                          |     |
|--------------------------|-----|
| Council Member Fetterolf | YES |
| Mayor Creech             | YES |

## **DISCUSSION**

### **7. Discussion on City Council Salaries**

Mr. Mercer presented an overview of the item, noting that at the November 18th council meeting, staff was instructed to review elected official salaries from surrounding cities. The attached comparison reflects the responses received. He explained that council members currently earn \$400 per month, as established by Ordinance 2016-A, and that any salary increase would require adopting a new ordinance.

Discussion ensued among the Council regarding the comparison of salaries. After deliberation, the Council agreed to table the item until the next meeting so the full Council could be present before making a decision.

## **REPORTS**

### **8. City Attorney Report**

Attorney Cotch explained that PFAS—long-lasting “forever chemicals” used in firefighting foam and many industrial products—can contaminate groundwater and drinking water and are associated with significant health risks. New EPA regulations require cities to test for PFAS and potentially install costly treatment systems. By joining the national PFAS settlements, the City can recover related expenses and avoid shifting the financial burden onto local taxpayers.

Council provided staff with a consensus to authorize the City Manager and City Attorney to execute all necessary documents to retain 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 required steps to submit the City’s claims and supporting documentation.

### **9. Staff Reports**

Mr. Bolton had nothing to report.

Mr. Mercer had nothing to report.

Council Member Fetterolf had nothing to report.

Mayor Creech had nothing to report.

Council Member Adams reminded everyone that the Christmas Parade will take place on December 13th.

Vice Mayor Durbin had nothing to report.

Chief Seeley had nothing to report.

Ms. Frazier had nothing to report.

Mr. Nilson provided an update on the Lift Station 19 project, stating that the equipment is in and the station is anticipated to be ready by the end of the year.

Ms. Stulz had nothing to report.

**ADJOURNMENT**

With no further business for discussion, the meeting adjourned at approximately 6:45 p.m.

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Christopher R Creech, Mayor

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Jessica Burnham, CMC, FCRM  
City Clerk



## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

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**DATE:** November 21, 2025

**MEETING DATE:** December 16, 2025

**SUBJECT:** Resolution No. 2025-35, Non-Ad Valorem Solid Waste and Stormwater Assessment

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#### **BACKGROUND SUMMARY:**

This resolution relates to the use of the tax bill collection method for non-ad valorem special assessments for stormwater utility services and residential solid waste. Using this method, these assessments would be collected through a tax bill generated by the Lake County Tax Collector rather than on monthly water bills.

Section 197.3632, Florida Statutes, requires that the City hold a public hearing and adopt a resolution of intent to use the uniform method of collection for any assessment program in the calendar year prior to any such collection. The resolution, which does not obligate the City to use the method, must be adopted by January 1 and sent to the Lake County Tax Collector, the Lake County Property Appraiser and the Florida Department of Revenue by January 10th.

Section 197.3632 also requires that notice of the public hearing to adopt the resolution of intent be published in a newspaper of general circulation once a week for the four consecutive weeks immediately before the date of the hearing. The required advertisements were published in the North Lake Outpost on the following dates: November 13th, November 20th, November 27th, and December 4th, 2025.

By adopting the attached resolution, the City is simply reserving the right to use the tax bill collection method beginning in November 2026.

#### **RECOMMENDATIONS:**

Approval of Resolution No. 2025-35, Non-Ad Valorem Solid Waste and Stormwater Assessment

#### **FISCAL IMPACTS:**

N/A

#### **ATTACHMENTS:**

1. Resolution No. 2025-35, Non-Ad Valorem Assessments
  2. Proof of Publication Exhibit A
  3. Legal Description Exhibit B
-

**RESOLUTION NO. 2025-35**

**A RESOLUTION OF THE CITY OF UMATILLA, FLORIDA  
ELECTING TO USE THE UNIFORM METHOD OF  
COLLECTING NON-AD VALOREM SPECIAL  
ASSESSMENTS LEVIED WITHIN THE INCORPORATED  
AREA OF THE CITY; STATING A NEED FOR SUCH LEVY;  
PROVIDING FOR THE MAILING OF THIS RESOLUTION;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Umatilla, Florida (the “City”) is contemplating the imposition of special assessments for the provision of solid waste and stormwater services; and

**WHEREAS**, the City intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing solid waste and stormwater services to property within the incorporated area of the City as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2026, in the same manner as provided for ad valorem taxes; and

**WHEREAS**, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

**NOW, THEREFORE BE IT RESOLVED:**

1. Commencing with the Fiscal Year beginning on October 1, 2026, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the City, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing solid waste and stormwater services. Such non-ad valorem assessments shall be levied within the incorporated area of the City. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference.

2. The City hereby determines that the levy of the assessments is needed to fund the cost of solid waste and stormwater services within the incorporated area of the City.

3. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Lake County Tax Collector, and the Lake County Property Appraiser by January 10, 2026.

4. This Resolution shall be effective upon adoption.

**PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Umatilla, Florida, held on the 16th day of December, 2025.

**CITY OF UMATILLA, FLORIDA**

BY: \_\_\_\_\_  
Christopher R. Creech, Mayor

ATTEST:

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

\_\_\_\_\_  
Jennifer Cotch, City Attorney

## **EXHIBIT A**

### **PROOF OF PUBLICATION**

#### **NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS**

The City of Umatilla, Florida (the “City”) hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied within the incorporated area of the City, for the cost of providing solid waste collection and stormwater utility services commencing for the Fiscal Year beginning on October 1, 2026 and continuing until discontinued by the City. The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 6:00 p.m. on December 16, 2025, at the Council Chambers, 1 S. Central Avenue, Umatilla, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Clerk's Office, 1 S. Central Avenue, Umatilla, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at (352) 669- 3125 at least 48 hours prior to the proceeding.

By Order of: Umatilla City Council  
Publish on the City’s website and in the Northlake Outpost on:  
November 13, 2025  
November 20, 2025  
November 27, 2025  
December 4, 2025

Affidavit of Publication  
NORTH LAKE OUTPOST  
Serving North Lake County Florida  
Located in Umatilla, Lake County, Florida  
STATE OF FLORIDA,  
COUNTY OF LAKE

Before the undersigned authority personally appeared  
Matt A. Newby



who on oath says that he or she is Publisher of the  
North Lake Outpost, a weekly newspaper published  
at 131 North Central Avenue, Umatilla, in Lake  
County, Florida; that the attached copy of  
advertisement, being a legal notice in the matter of

THE CITY OF UMATILLA  
NOTICE OF INTENT TO USE UNIFORM  
METHOD OF COLLECTING NON-AD  
VALOREM ASSESSMENTS

was published in said newspaper in the issue of:

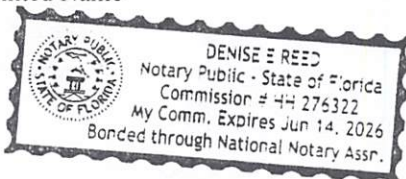
11-13-25, 11-20-25, 11-27-25 and 12-4-25.

Affiant further says that the said publication is a  
newspaper Published at 131 North Central Avenue,  
Umatilla, in said Lake County, Florida, and that the  
said newspaper has heretofore been continuously  
published in said Lake County, Florida each week  
and has been entered as periodicals matter at the post  
office in Umatilla, in said Lake County, Florida, for a  
period of one year next preceding the first publication  
of the attached copy of advertisement; and affiant  
further says that he or she has neither paid nor  
promised any person, firm or corporation any  
discount, rebate, commission or refund for the  
purpose of securing this advertisement for  
publication in the said newspaper.

Sworn to and subscribed before me this 4<sup>th</sup> day of  
DECEMBER 2025.

  
Notary Public

Denise E. Reed  
Printed Name



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**EXHIBIT B**

**LEGAL DESCRIPTION**

**CITY CHARTER**

**Section 1. - Boundaries.**

Commencing at the Northeast corner of Section Thirteen (13), Township Eighteen (18) South, Range Twenty-Six (26) East, run North one-half ( $\frac{1}{2}$ ) mile to the point of beginning; thence run East one-quarter ( $\frac{1}{4}$ ) mile; thence South one and one-half ( $1\frac{1}{2}$ ) miles on the sub-division line; thence running North one and one-half ( $1\frac{1}{2}$ ) miles on the sub-division line; thence run East one and one-quarter ( $1\frac{1}{4}$ ) miles on the sub-division line to the point of beginning; Also begin at a point 4.37 chains South of the Northeast corner of Section Twenty-three (23), Township Eighteen (18) South, Range Twenty-six (26) East; thence run South 6.83 chains; thence North 64 degrees West 2.97 chains; thence North 26 degrees East 6.14 chains to the point of beginning; Also beginning at the Northeast corner of said Section, Township and Range; thence run East 5 chains; thence South 11.2 chains; thence West 5 chains; thence North 11.2 chains to place of beginning;

Also the right of way of State Road numbered 19, from the South City Limits to and including its Intersection with State Road 450;

Also all of Blocks A, B, C and D, of Giles & Hauck's Subdivision; ALSO in Section 23, Township 18 South, Range 26 East, beginning at a point 739.2 feet South of the Northeast corner of said Section, run North 64;deg; West to RR, Southwesterly along RR to point 130 feet Northeasterly from the Northwest corner of Giles & Hauck's Subdivision, SE...to the Northeast corner of Giles & Hauck's Subdivision, thence North to the point of beginning; ALSO in Section 23, Township 18 South, Range 26 East, Beginning at the Northeast corner of Giles & Hauck's Subdivision Westerly to the Highway, thence North-Easterly along said highway 130 feet, Southeasterly to point of beginning; Also the right of way of State Road numbered 19, from the North City Limits of the City of Umatilla, to and including its Intersection with County Road numbered District 5-8074;

Also in Section 6, Township 18 South, Range 27 East, beginning 1,253.46 feet East of the Northwest corner of the Southwest quarter, run South 89;deg;38' East 432.75 feet; thence South 0;deg;22' West 313.8 feet; thence North 88;deg;52' West 608.25 feet; thence North 30;deg;14' East 352.7 feet to the point of beginning; Also the right of way of State Road numbered 450 from the East City Limits of the City of Umatilla, to and including its Intersection with County Road number District 5-7878; and the right of way of County Road number District 5-7878, to and including its i Intersection with and all contact with the property owned by the City of Umatilla used for garbage and trash disposal and dumping;

Also the West  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 8, Township 18 South, Range 27 East; the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 8, Township 18 South, Range 27 East; and the East  $\frac{3}{4}$  of the S  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 8, Township 18 South, Range 27 East, containing 40 acres more or less;

Also the right of way of State Road No. 44-A from the East City Limits of the City of Umatilla, to and including its i Intersection with the property owned by the City of Umatilla operating as the City Airport, and including the Intersection of County Road numbered District 5-7672, and the right of way of County Road numbered District 5-7672, to and including its Intersection with County Road numbered District 5-7776, and the right of way of County Road numbered District 5-7776, to and including its Intersection with the City of Umatilla street-Cassidy, and the City Limits of the City of Umatilla;

Also commencing at the quarter Section corner on the South line of Section 18, Township 18 South, Range 27 East, run thence North 3;deg;15' East 724.8 feet for the point of beginning; continue thence North 3;deg;15' East 1,505 feet, thence run North 43;deg;40' West 534 feet, thence run South 3;deg;15' West 1,502.7 feet, thence run South 43;deg;40' East 535.6 feet to the point of beginning; containing 13.465 acres; ALSO, commencing at the quarter Section corner on the South line of Section 18, Township 18 South, Range 27 East, run thence North 3;deg;15' East 2,259 feet

1 for the point of beginning; continue thence North 3;deg;15' East 1,013.25 feet, thence run North  
2 83;deg;38' West 168 feet, thence run North 78;deg;45' West 224.4 feet, thence run South 3;deg;15'  
3 West 688.9 feet, thence run South 43;deg;40' East, 534 feet to the point of beginning; containing  
4 7.583 acres.

5 **PLUS**

7 **1984-I**

8 **Adopted 08.07.1984**

9 Begin at the Northwest corner of the East 1/2 of the Northwest 1/4 of the Northwest 1/ 4  
10 of the Northwest 1/ 4 of Section 24, Township 18 South, Range 26 East, Lake County,  
11 Florida, run south 0°13' 27" East along the West line of said East 1/2 of the Northwest 1/4  
12 of the Northwest 1/4 of the Northwest 1/4 of Section 24 a distance of 369.57 feet, thence  
13 South 89°46'33" East 69.39 feet, thence North 05°16'13" East 270.17 feet, thence North  
14 27°43'48" East 113.59 feet to a point on the North line of said Section 24, thence North  
15 89°42 '10" west along said North line of Section 24 a distance of 150.48 feet to the point  
16 of beginning and point of terminus.

18 **1984-J**

19 **Adopted 10.12.1984**

20 That part of the south 1/2 of the Northeast 1/ 4 of Section 12, Township 18 South, Range  
21 26 East, Lake County, Florida, lying East of the Easterly right of way line of the abandoned  
22 railroad, less: Begin at the intersection of the North line of said south 1/2 of the Northeast  
23 1/4, said Section 12 and the Easterly right of way line of the abandoned railroad, run thence  
24 North 89°36'24w East 223.17 feet, thence South 23°39'43" West 300 feet, thence South  
25 89°36' 34" West 212 .61 feet to a point on the aforesaid Easterly right of way line of the  
26 abandoned railroad, thence from a radial bearing of south 71°19'36" East, run Northeasterly  
27 along the said Easterly right of way line of the abandoned railroad, being the arc of a curve  
28 concave to the Southeast, having a radius of 2730.07 feet, thru a central angle of 6°12'44"  
29 a distance of 296.00 feet to the point of beginning and point of terminus.

31 **1984-O**

32 **Adopted 11.06,1984**

33 From the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 23,  
34 Township 18 South, Range 26 East, Lake County, Florida, run thence South 01°01'20"  
35 East along the East line of the said Southeast 1/4 of the Northeast 1/4 a distance of 65.87  
36 feet to the South right-of-way line of State Road No. 450, continue thence South 01°01'20"  
37 East along said line of the southeast 1/4 of the Northeast 1/4 a distance of 250.00 feet for a  
38 Point of Beginning, run thence South 89°42'00" west 285.68 feet to a point on the  
39 Southeasterly line of Lot 10, according to the Plat of Clara Commercial Estates, as recorded  
40 in Plat Book 25, Page 42, Public Records of Lake County, Florida, thence South 25°34'03"  
41 West along the Southeasterly line of Lots 7 through 10, inclusive, a distance of 296.13 feet,  
42 thence North 89°42'00" East 418.25 feet to a point on the aforesaid East line of the  
43 Southeast 1/4 of the Northeast 1/4 of Section 23, thence North 01°01'20" West along said  
44 East line of the southeast 1/4 of the Northeast 1/4 of Section 23, a distance of 266.48 feet  
45 to the Point of Beginning. Subject to right-of-way for County Road along the East side  
46 thereof. (Containing 2 acres -not including County Road right-of-way)

47 **AND ALSO:**

1 From the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 23,  
2 Township 18 South, Range 26 East, Lake County, Florida, run thence South 01°01'20"  
3 East along the East line of the said Southeast 1/4 of the Northeast 1/4 a distance of 65.87  
4 feet to the South right-of-way line of State Road No. 450, continue thence South 01°01'20"  
5 East along said line of the southeast 1/4 of the Northeast 1/4 a distance of 516.48 feet for a  
6 Point of Beginning, run thence South 89°42'00" West 418.25 feet to a point on the  
7 Southeasterly line of Lot 7, according to the Plat of Clara Commercial Estates, as recorded  
8 in Plat Book 25, Page 42, Public Records of Lake County, Florida, thence South 25°34'03"  
9 West along the Southeasterly line of Lots 5 through 7, inclusive, a distance of 192.66 feet  
10 to a point on the North line of Tract "A" of aforesaid Clara Commercial Estates, thence  
11 North 89°57' East along said North line of said Tract "A" 174.53 feet, thence South  
12 01°01'20" East along the East line of said Tract "A" a distance of 253.00 feet to a point  
13 330.00 feet North of the South line Southeast 1/4 of the Northeast 1/4 of said Section 23,  
14 thence South 89°57'00" East parallel with the said South line of the Southeast 1/4 of the  
15 Northeast 1/4 of Section 23, a distance of 330.00 feet to a point on the East line of the said  
16 Southeast 1/4 of the Northeast 1/4, thence North 01°01'20" East along the said East line of  
17 the said Southeast 1/4 of the Northeast 1/4 429.43 feet to the Point of Beginning. Subject to  
18 right-of-way for County Road along the East side thereof. (Containing 3.50 acres)  
19

20 **Ordinance 1984-R**

21 **Adopted 12.18.1984**

22 The North 418 ft. of the south 1/2 of NE 1/4 lying East of the Easterly right-of-way line of  
23 abandoned railroad, less that part of the South 118.0 feet thereof lying West of a line  
24 1134.71 feet West of and parallel with the East line of the said South 1/2 of the Northeast  
25 1/4 of Section 12, Township 18 South, Range 26 East, Lake County, Florida.  
26

27 **Ordinance 1985-H**

28 **Adopted 11.05.1985**

29 The North 1/2 of the South 1/2 of the East 1/2 of the Northwest 1/4 of the Southeast 1/4;  
30 AL.SQ: The South 1/2 of the South 1/2 of the North 1/2 of the East 1/2 of the Northwest  
31 1/4 of the Southeast 1/4, all in Section 14, Township 18 South, Range 26 East, Lake  
32 County, Florida.  
33

34 **Ordinance 1985 I**

35 **Adopted 11.05.1985**

36 The South 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 14,  
37 Township 18 South, Range 26 East, Lake County, Florida, containing 5.04 acres, more or  
38 less.  
39

40 **Ordinance 1986-B**

41 **Adopted 01.21.1986**

42 The Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 in Section 14, Township 18  
43 South, Range 26 East, Lake County, Florida.  
44

45 **Ordinance 1986-D**

46 **Adopted 05.06.1986**

1 The North ½ of the Northeast ¼ of Northwest ¼ of Southeast ¼, Section 14, Township 18  
2 South, Ranges 26 East. ALSO the North ½ of the South ½ of the Northeast ¼ of the  
3 Northwest ¼ of Southeast ¼, Section 14, Township 18 South, Range 26 East, all located  
4 in Lake County, Florida.

5  
6 **Ordinance 1986-K**

7 **Adopted 10.21.1986**

8 Begin at SW corner of SW 1/4 of NE 1/4, run N 858.85 ft., s. 78°10'E. 910.14 ft., to R.R.,  
9 SW'ly along R.R. to S. line of SW 1/4 of NE 1/4, W to POB, Section 12, Twp. 18S., Rge.  
10 26E. LESS THE FOLLOWING DESCRIBED PARCELS:

11 Legal for Parcel in N.W. Corner: Fran the center of Section 12, Township 18 South, Range  
12 26 East, Lake County, Florida, run N. 01°06'35"E. along the North-South mid-section line  
13 645.53 ft. to the POB. From said POB, continue N. 01°06'35"E., 188.84 ft. to the Southerly  
14 line of that property described in O.R. Book 697, page 2365, and a point hereby designated  
15 as Point "A"; return to the POB and run N. 89°41'25"E., 277.97 ft.; thence N. 01°08'14"E.,  
16 119 .24 ft. to the Southerly line of that property described in O.R . Book 697, page 2365;  
17 thence Northwesterly along said Southerly line 284.93 ft. to the POB. LESS right-of-way  
18 for Maxwell Road (Dist. 5- 7866). ALSO LESS right-of-way for County Road Dist., 5-  
19 7867.

20 **PARCEL NO. 1:**

21 From the center of Section 12, Township 18 South, Range 26 East, Lake County, Florida,  
22 run N. 01°06'35"E. along the North-South mid-section line 25.38 ft.; thence N. 89°41'  
23 25"E., 29.68 ft. to a concrete monument; thence N. 01°08'14"E. 782.16 ft. to a concrete  
24 monument; thence S. 75°52' 11 "E., 615 .53 ft. to the POB; from said POB run N.  
25 18°17'44"E., 22.04 ft. to the Southerly line of that property described in O.R. Book 697,  
26 page 2365 and a point hereby designated as Point "B"; return to the POB and run S.  
27 18°17'44"W., 164.00 ft.; thence S. 75°S2'11"E. 256.43 ft.to a line that is 60.0 ft. from the  
28 centerline of the S.C.L. Railroad when measured at right angles thereto; thence N. 17°50  
29 '00"E. parallel with said centerline 187.30 ft. to the Southerly line of that property described  
30 in O.R. Book 697, page 2365; thence Northwesterly along said Southerly line 255 .01 ft.  
31 to the aforescribed Point "B" . LESS right-of -way for Co. Rd. Dist. 5- 7867. ALSO  
32 LESS right-of-way for S.R. No, 19.

33  
34 **Ordinance 1986-L**

35 **Adopted 10.21.1986**

36 From the center of Section 12, Township 18 South, Range 26 East, Lake County, Florida,  
37 run N. 01°06'35"E. along the North-South mid-section line 645 .53 ft. to the POB. From  
38 said POB, continue N. 01°06'35"E., 188.8 4 ft. to the Southerly line of that property  
39 described in O.R. Book 697, page 2365, and a point hereby designated as Point "A "; return  
40 to the POB and run N. 89°41'25"E., 277.97 ft. ; thence N. 01° 08'14"E., 119.2 4 ft. to the  
41 Southerly line of that property described in O.R. Book 697, page 2365; thence  
42 Northwesterly along said Southerly line 284 .93 ft. to the POB. LESS right-of-way for  
43 Maxwell Road (Dist. 5-7866). ALSO LESS right-of-way for County Road Dist., 5-7867.

44  
45 **PARCEL NO. 1:**

1 From the center of Section 12 , Township 18 South, Range 26 East, Lake County, Florida,  
2 run N.  
3 01°06'35 "E. along the North-South mid-section line 25.38 ft.; thence N. 89°41'25"E., 29.68  
4 ft. to a concrete monument; thence N. 01°08'14"E. 782.16 ft. to a concrete monument;  
5 thence S. 75°52 '11 "E., 615 .53 ft. to the POB; from said POB run N. 18°17'44"E., 22.04  
6 ft. to the Southerly line of that property described in O.R. Book 697, page 2365 and a point  
7 hereby designated as Point "B"; return to the POB and run S. 18°17 '44"W., 164.00 ft.;  
8 thence S. 75°S2'11"E. 256.43 ft.to a line that is 60.0 ft. from the centerline of the S.C. L.  
9 Railroad when measured at right angles thereto; thence N. 17°50 '00"E. parallel with said  
10 centerline 187.30 ft. to the Southerly line of that property described in O.R. Book 697, page  
11 2365; thence Northwesterly along said Southerly line 255.01 ft; to the aforescribed Point  
12 "B". LESS right-of-way for Co. Rd. Dist. 5-7867. ALSO LESS right-of-way for S.R. No.  
13 19.  
14

15 **Ordinance 1986-N**

16 **Adopted 10.21.1986**

17 The South 466.69' of the North 933.38' of the East 114.29' of the Northeast 1/4 of the  
18 Northwest 1/4, AND ALSO: The South 466.69' of the North 933.38' of the West 352.4' of  
19 the Northwest 1/4 of the Northeast 1/4, all in Section 23, Township 18 South, Range 26  
20 East, in Lake County, Florida.

21 AND ALSO: The West 466.69' of the East 580.98' of the North 933.38' of the Northeast  
22 1/4 of the Northwest 1/4 of Section 23, Township 18 South, Range 26 East, Lake County,  
23 Florida.  
24

25 **Ordinance 1986-T**

26 **Adopted 11.18.1986**

27 All that part of the SE 1/4 of the NE 1/4 of Section 11, Township 18 South, Range 26 East,  
28 lying East of Lake Crescent, also that part of the NE 1/4 of the SE 1/4 of Section 11,  
29 Township 18 South, Range 26 East, lying NE of Lake Crescent, Lake County, Florida.

30 The property is also described as: All of Lake Crescent Highland Subdivision, according  
31 to the plat thereof recorded in Plat Book 8, Page 96, Public Records of Lake County,  
32 Florida.  
33

34 **Ordinance 1987-B**

35 **Adopted 04.07.1987**

36 Begin at the Northwest Corner (NW Cor) of the Southeast Quarter (SE ¼) of the Northwest  
37 Quarter (NE ¼) of Section 12, Township 18 South, Range 26 East, run thence East 1320  
38 feet to the Northeast Corner (NE Cor) of the Southeast Quarter (SE ¼) of the Northwest  
39 Quarter (NW ¼) of said Section 12, thence run South 1°00' West 300 feet, thence run South  
40 89°09' West 665.0 feet to a concrete Monument, thence continue Westerly on the same  
41 course to a point on the West line of the Southeast Quarter (SE ¼) of said Section 12, 300  
42 feet South of the Point of Beginning, thence run North 300 feet to Point of Beginning.  
43

44 **Ordinance 1987-C**

45 **Adopted 04.07.1987**

1 That part of the Southwest ¼ of the Northeast ¼ of Section 12, Township 18 south, Range  
2 26 East in Lake County, Florida, bounded and described as follows: Begin at the Northwest  
3 corner of the Southwest ¼ of the Northeast ¼, of said Section 12, run thence North  
4 88°32'50" East along the North line of the said Southwest ¼ of the Northeast ¼, a distance  
5 of 368 feet; run thence South 17°19' West 530.5 feet to the Northerly line of the right of  
6 way of Clay Road; (County No. 5-7867); run thence North 77°10 '30" West along the said  
7 Northerly line of the right of way of said Clay Road 215.26 feet to the West line of the  
8 Southwest ¼ of the Northeast ¼ of said Section 12 (center line of Maxwell Road and  
9 County No. 5-7866); run thence North along the West line of the said Southwest ¼ of the  
10 Northeast ¼, 448.82 feet to the point of beginning. Less and except the West 25 feet thereof  
11 for road purposes.

12  
13 **Ordinance 1987-D**

14 **Adopted 04.07.1987**

15 Begin at the SE corner of the NE ¼ of the NW ¼ of Section 12, Twp. 18 South, Range 26  
16 East run North 239.5 feet, run thence West 329.6 feet, thence South 27.5 feet, thence West  
17 89 feet, thence South 212 feet, thence East 418 .6 feet to point of beginning.

18  
19 **Ordinance 1987-Q**

20 **Adopted 06.16.1987**

21 Beg. at NW corner of the SW ¼ of NE ¼, Sec. 12, Tp 18S., Rge. 26E, run S. 496.22',  
22 thence S 76°55'55" E 483.33 ft. along the N boundary of property of W.R. McCown for  
23 P.O.B., run thence S 76°55'55" E 400 ft. along the N boundary of W.R. McCown to the  
24 Westerly right-of-way of S.R. 19, thence Northeasterly along said right-of-way 200 ft.  
25 thence N 76°55'55" W 400 ft., thence Southwesterly 200 ft. to P.O.B., Lake County,  
26 Florida.

27  
28 **Ordinance 1987-Z [Deannexation]**

29 **Adopted 12.15.1987**

30 WILLIS STEWART

31 That portion of the following described property lying East of the East Line of the  
32 Southwest ¼ of the Northeast ¼ of Section 14, Township 18 South, Range 26 East, Lake  
33 County, Florida: Begin 15 feet East of the Southeast corner of the Southwest ¼ of the  
34 Northeast ¼ of Section 14, Township 18 South, Range 26 East, Lake County, Florida, Run  
35 thence West along the ½ Section line of said Section 14 a distance of 343 feet, thence North  
36 12 degrees 10 minutes West 277.5 feet, thence East to Lake Shore, thence Southerly along  
37 Lakeshore to the point of beginning.

38  
39 IRENE SEWELL

40 That portion of the following described property lying East of the East Line of the  
41 Southwest 1/4 of the Northeast 1/4 of Section 14, Township 18 South, Range 26 East,  
42 Lake County, Florida: Starting at the established center of Section 14, Township 18 South,  
43 Range 26 East: (this established center being marked by an earthen jug buried about a foot  
44 underground) and run due East, with the mid-section line of the said Section 14, 992 feet  
45 to a point 3213 feet West of the Southeast corner of the Southwest 1/4 of the Northeast 1/4  
46 of said Section 14; thence turn to the left an angle of 102 degrees 10 minutes with a bearing

1 of North 12 degrees 10 minutes West, 277.5 feet to Corner, and Point of Beginning for this  
2 description; continue with the same bearing 253.5 feet to the Northwest corner of this  
3 property, thence turn to the right an angle of 79 degrees 10 minutes, and bearing of North  
4 67 degrees East, 45.5 feet to Southwest corner of property of M. H. Guerrant, marked by  
5 small cement post, thence continue with same bearing to the low water mark of Lake Mary;  
6 thence Southeasterly, with the said low-water mark 440 feet more or less, to a point due  
7 East of the Point of Beginning; thence West 460 feet, more or less, to the Point of  
8 Beginning; containing 2.84 acres, be the same more or less.

9  
10 **Ordinance 1988-A**

11 **Adopted 04.05.1988**

12 The North 330 feet of the South 660 feet of the East 731.28 feet of the Southeast  $\frac{1}{4}$  or the  
13 Northwest  $\frac{1}{4}$ . Less the East 155 feet of the South 107 feet. Less Road right of ways, all  
14 being in Section 12, Township 18 South, Range 26 East.

15  
16 **Ordinance 1988-E**

17 **Adopted 04.05.1988 [Deannexation]**

18 From the S.W. corner of the N.E.  $\frac{1}{4}$  of Section 11, Township 18 South, Range 26 East,  
19 Lake County, Florida, run  $89^{\circ}53'30''$ E., along the South line of the M.E.  $\frac{1}{4}$ , 200.00 feet to  
20 the East line of Lakenridge Subdivision, according to the plat thereof as recorded in Plat  
21 Book 13, page 25 of the Public Records of Lake County, Florida; thence  $N.0^{\circ}21'10''$ W.  
22 along said East line of Lakenridge Subdivision, 20.06 feet; thence  $N.70^{\circ}13'43''$ E., 150.00  
23 feet to the Point of Beginning of this description; from said Point of Beginning continue  
24  $N.70^{\circ}13'43''$ E., 150 feet;

25 Thence  $S.89^{\circ}53'30''$ E. to the East line of the S.E.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  and point hereby  
26 designated as Point "D"; return to the Point of Beginning and run  $S.83^{\circ}11'50''$ E., 700.00  
27 feet; thence  $S.20^{\circ}49'15''$ E. to the South line of the North  $\frac{1}{2}$  of the N.E.  $\frac{1}{4}$  of the S.E.  $\frac{1}{4}$ ;  
28 thence Easterly along said South line of the North  $\frac{1}{2}$  of the N.E.  $\frac{1}{4}$  of the S.E.  $\frac{1}{4}$  to the S.E.  
29 corner of the North  $\frac{1}{2}$  of the N.E.  $\frac{1}{4}$  of the S.E.  $\frac{1}{4}$ ; thence Northerly along the East line of  
30 the N.E.  $\frac{1}{4}$  of the S.E.  $\frac{1}{4}$  and the East line of the S.E.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  to intersect the  
31 aforementioned Point "D". LESS that part of Lake Crescent lying East of the above  
32 described property. ALSO LESS that part lying North of the North line of the S.E.  $\frac{1}{4}$ .  
33 ALSO LESS that part lying West of the East line of the North  $\frac{1}{2}$  of the N.W.  $\frac{1}{4}$  of all the  
34 S.E.  $\frac{1}{4}$ . Subject to all easements, rights-of-ways and restrictions of record.

35  
36 **Ordinance 1988-H**

37 **Adopted 12.20.1988**

38 **PARCEL "1"**

39 The South 315 feet of the West 123 feet of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section  
40 24, Township 18 South, Range 26 East, in Lake County, Florida, Less the Right 61' Way  
41 for State Road No. 450.

42  
43 **PARCEL "2"**

44 The North 266.48 feet of the South 581.48 feet to the West 273.4 feet of the Northwest  $\frac{1}{4}$   
45 of the Northwest  $\frac{1}{4}$  of Section 24, Township 18 South, Range 26 East, in Lake County,  
46 Florida,

1 ALSO:

2 That part of Blocks "A" and "B" in Giles Hauck Subdivision, in Lake County, Florida,  
3 according to the plat thereof recorded in Plat Book S, Page 28, Public Records of Lake  
4 County, Florida, and that part of the Northeast ¼ of the Northeast ¼ of Section 23,  
5 Township 18 South, Range 26 East, in Lake County, Florida, all bounded and described as  
6 follows: From a point where the east line of said Section 23 intersects the North right of  
7 way line of State Road No. 450, said right of way line being 50 feet North of center line of  
8 said State Road No. 450, run thence North along the East line of said Section 23, the same  
9 also being the East line of said Giles Hauck Subdivision, for 179.60 feet to the point of  
10 beginning of this description. From said point of beginning, run thence West and parallel  
11 with the North right of way line of said State Road No. 450, a distance of 244.25 feet to  
12 the easterly line of the new right of way line of State Road No. 19 (said right of way line  
13 of State Road No. 19 is 132 feet from center line of present State Road No. 19 when  
14 measured at right angles thereto), said point being hereby designated as Point "A". Begin  
15 again at the point of beginning and run thence North along the East line of said Giles Hauck  
16 Subdivision and East line of said Section 23 a distance of 388.2 feet, more or less, to a  
17 point that is 739.20 feet South of the North line of said Section 23, thence North 64 degrees  
18 West 46 feet, more or less, to the Easterly line of the said new right of way of State Road  
19 No. 19, thence Southwesterly along said right of way line to the above designated Point  
20 "A".

21  
22 **Ordinance 1990-C**

23 **Adopted 12.18.1990**

24 Northwest ¼ of the Southeast ¼ and North 403.4 feet of the Southwest ¼ of southeast ¼,  
25 Section 18, Township 18, Range 27 East, Lake County, Florida.

26  
27 **Ordinance 1991-A**

28 **Adopted 04.09.1991**

29  
30 Commencing at the ¼ Section corner of the South Line of Section 18, Twp. 18 s., Rge.  
31 27E., Lake County, Florida, run thence N.3 degrees 15' a distance of 724.8 ft.; thence N.  
32 43 degrees 29'W. 535.6 feet for the point of beginning' Continued N. 43 degrees 29'W.  
33 517.4 feet: thence N.46 degrees 18'E 551.9 ft.; thence S.3 degrees 15' W. 757.95 ft. to the  
34 Point of Beginning, being a part of Lot 8 W .A. Whitcomb's Subdivision, LESS road right  
35 of way on the Southwest side of property.

36  
37 **Ordinance 1996-02**

38 **Adopted 12.17.1996**

39 From a ½" pipe as the Northwest corner of the Southwest ¼ of Section 18, Township 18  
40 South, Range 27 East, Lake County, Florida, which bears S90°00'99"W, 267.30 feet from  
41 a 4" round concrete monument, run thence N00°00'00"E, 25.00 feet; thence N90°  
42 S43°47'15"E, 43.35 feet to the Point of Beginning; thence continue S43°47'15"E, 1026.20  
43 feet; thence S46°12'45"W, 905 feet, more or less, to the shoreline of Lake Umatilla and a  
44 point hereby designated as Point "A"; return to the Point of Beginning and run thence  
45 S29°00'00"W, 2S3.89 feet; thence N84°45'00" W, 70.47 feet; thence S54°17'00" W, 54.00  
46 feet; thence S42°50'00"W, 96.00 feet; thence S42°22'39"W, 226.52 feet to a 5/8" rod and

cap (PLS 3351) at the point of intersection on the East line of Lot 8, Orange Court Partial Replat, according to the plat thereof as recorded in Plat Book 16, page 51, Public Records of Lake County, Florida; thence run along the Easterly line of said Orange Court Partial Replat the following courses; S26°53'14" W, 131.55 feet to a 4"x4" concrete monument; S21°40'21" E, 272.82 feet to a 4"x4" concrete monument; S 11°32'39" W, 103.00 feet to a 5/8" rod and cap (PLS 3351); S05°27'24"E, 85.80 feet to a 1/2" rod (with no cap) at the shoreline of said Lake Umatilla; thence leaving said Easterly line of said Orange Court Partial Replat run thence Easterly and Southeasterly along the shoreline of said Lake Umatilla to the above designated Point "A." and the end of this description.

Subject to road right of way of County Road 44-A as recorded in Deed Book 333, page 459 of the Public Records of Lake County, Florida,

ALSO Subject to the right of way of County Road 44-A.

#### **Ordinance 1998-I**

##### **Adopted 10.20.1998**

Lots 10,11,12,13 and 14 of Gibson and Gotherman Addition to Altoona as recorded in Plat Book 1, Page 38, Public Records of Lake County, Florida. Book 922

ALSO

The South 860.00 feet of Government Lot 2, Section 6, Township 18 South, Range 27 East, Lake County, Florida, lying West of the West line of "Gibson and Gotherman" Addition to Altoona as recorded in Plat Book 1, Page 38, Public Records of Lake County, Florida.

ALSO

That part of Government Lot 3, Section 6, Township 18 South, Range 27 East, Lake County, Florida, lying North of Block "E" in Silver Beach Heights, as recorded in Plat Book 14, Pages 25 and 25A, Public Records of Lake County, Florida, and West of the westerly right of way of abandoned railroad; less begin at the Northeast corner of lot 4, Block "E" of said Silver Beach Heights, run East along the North line of Block "E" 306.05 feet, more or less, to the Westerly right of way of State Road No. 19 and Designated Point "A". Return to the point of beginning and run North parallel to the East line of Tarpon Avenue of platted Silver Beach Heights 305.58 feet, thence East parallel to the North line of aforesaid Block "E" 551.19 feet, more or less, to the Westerly right of way of aforesaid railroad, thence Southwesterly along said abandoned railroad right of way and the Westerly right of way of State Road No. 19 to Designated Point "A" ; also less begin at the Northeast corner of Lot 4, Block "E" of aforesaid Silver Beach Heights, run North parallel to the East line of Tarpon Avenue of platted Silver Beach Heights 305.58 feet, thence West parallel to the North line of aforementioned Block "E" 239.83 feet, more or less, to the West line of aforesaid Government Lot 3, thence South along said West line being parallel to the East line of aforesaid Tarpon Avenue 305.58 feet, more or less, to the North line of Block "E", thence East along said North line 239.83 feet, more or less, to the Point of Beginning.

#### **Ordinance 1998-Q**

##### **Adopted 10.20.1998**

Begin at the Northeast Corner of the Southeast ¼ of the Northwest ¼ of Section 12, Township 18 South, Range 26 East, Lake County, Florida; Run thence South 1 degree 00 minutes West 540.0 feet for the point of beginning; run thence South 89 degrees 09 minutes West 660.0 feet; run thence North 61 degrees 20 minutes West 150 feet to a concrete

monument; thence run in a Northwesterly direction to a point on the West line of the Southeast ¼ of the Northwest ¼ of said Section 12, 350 feet South of Northwest Corner of said Southeast ¼ of Northwest ¼ of Section 12; begin again at the point of beginning, run thence South 1 degree 00 minutes West 120.47 feet; run thence South 89 degrees 10 minutes West 654.6 feet to concrete monument; run thence North 53 degrees 13 minutes West 245.0 feet to a concrete monument; thence run in a Northwesterly direction to a point on the West line of the Southeast ¼ of Northwest ¼ of said Section 12, 350 feet South of Northwest corner of said Southeast ¼ of Northwest ¼ of said Section 12. Less ½ the right of way of County Road on the East side of this description.

**Ordinance 1998-R**  
**Adopted 01.05.1999**  
PFD (5 ACRES)  
Parcel "1"

THAT PART OF THE S.E. ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE S.E. ¼ OF SAID SECTION 7, RUN N.04°59'12"E. ALONG THE EAST LINE OF SAID S.E. ¼ A DISTANCE OF 676.06 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N. 85°00'44"W., 400.0 FEET; THENCE N.04° 59'20"E., 558.62 FEET TO THE NORTH LINE OF THE S.E. ¼ OF THE S.E. ¼; THENCE N.88° 23'22"E. ALONG SAID NORTH LINE OF S.E. ¼ OF THE S.E. ¼, 402.65 FEET TO THE NORTHEAST CORNER OF THE S.E. ¼ OF THE S.E. ¼; THENCE S.04° 59'12"W. ALONG SAID EAST LINE OF THE S.E. ¼ A DISTANCE OF 604.89 FEET TO THE POINT OF BEGINNING.

LESS RIGHT-OF-WAY FOR HIGHWAY NO. 450 (UMATILLA BOULEVARD).  
SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.

RESIDENTIAL- SINGLE FAMILY (R-15) 18± ACRES  
Parcel "2"

THAT PART OF THE S.E. ¼ OF SECTION 7, TOWNSHIP 18S., RANGE 27E. IN LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FROM THE S.E. CORNER OF THE S.E. ¼ OF SAID SECTION 7 RUN N.04°59'12"E. ALONG THE EAST LINE OF THE SAID S.E. ¼ A DISTANCE OF 25.19 FEET TO THE NORTH RIGHT-OF-WAY OF SALTS DALE ROAD; THENCE S. 87° 58'00"W. ALONG THE NORTH RIGHT-OF-WAY OF SALTS DALE ROAD 381.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID P.O.B. CONTINUE S.87° 58'00"W. ALONG NORTH RIGHT-OF-WAY 379.97 FEET; THENCE N.02°42'06"E., 1256.62 FEET TO THE NORTH LINE OF THE S.E. ¼ OF THE S.E. ¼; THENCE N.88° 42'36"E. ALONG SAID NORTH LINE OF THE S.E. ¼ OF THE S.E. ¼ A DISTANCE OF 404.81 FEET; THENCE S.03° 50'31 "W., 1255.95 FEET TO THE P.O.B.

LESS RIGHT-OF-WAY FOR COUNTY ROAD. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

1 Parcel "3"

2  
3 THAT PART OF THE S.E. ¼ OF SECTION 7, TOWNSHIP 18S., RANGE 27E. IN LAKE  
4 COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

5 FROM THE S.E. CORNER OF THE S.E. ¼ OF SAID SECTION 7 RUN N.04°59'12"E.  
6 ALONG THE EAST LINE OF THE SAID S.E. ¼ A DISTANCE OF 25.19 FEET TO  
7 THE NORTH RIGHT-OF-WAY OF SALTSDALE ROAD AND THE POINT OF  
8 BEGINNING OF THIS DESCRIPTION; FROM SAID P.O.B. RUN S.87°58'00"W.  
9 ALONG THE NORTH RIGHT-OF-WAY OF SALTSDALE ROAD 381.97 FEET;  
10 THENCE N.03°50'31 "E., 1255.95 FEET TO THE NORTH LINE OF THE S.E. ¼ OF  
11 THE S.E. ¼; THENCE N. 88°42'36"E. ALONG SAID NORTH LINE OF THE S.E. ¼ OF  
12 THE S.E. ¼ A DISTANCE OF 406.88 FEET TO THE EAST LINE OF THE S.E. ¼;  
13 THENCE S.04°59'12"W, ALONG THE EAST LINE OF THE S.E. ¼ A DISTANCE OF  
14 1255.76 FEET TO THE P.O.B. LESS RIGHT-OF-WAY FOR COUNTY ROAD.  
15 SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF  
16 RECORD.

17 LESS THAT PROPERTY DESCRIBED IN PARCEL "1" ABOVE.

18  
19 **Ordinance 1999-A**

20 **Adopted 05.04.1999**

21 FROM THE WEST ¼ CORNER OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 27  
22 EAST, IN LAKE COUNTY, FLORIDA, RUN EAST 567.6 FEET TO THE  
23 CENTERLINE OF OLD UMATILLA ROAD, THENCE RUN S.44°00'00"E. ALONG  
24 THE CENTERLINE OF SAID ROAD 1403.82 FEET; THENCE S.46°00'00"W. 33.00  
25 FEET TO A FOUR INCH CONCRETE MONUMENT ON THE SOUTHERLY RIGHT  
26 OF WAY LINE OF SAID ROAD AND THE POINT OF BEGINNING OF THE  
27 FOLLOWING DESCRIBED PROPERTY; THENCE CONTINUE S.46°00'00"E. 713.94  
28 FEET TO A 5/8 INCH ROD, L.B. 5404; THENCE S.44°00'00"E. 254.10 FEET TO A 5/8  
29 INCH ROD, L.B. NO. 5404; THENCE N.46°00'00"E. 177.54 FEET TO A 5/8 INCH  
30 ROD, LB NO. 5404; THENCE N.44°00'00"W. 169.10 FEET TO A 5/8 INCH ROD, L.B.  
31 NO. 5404; THENCE N.46°00'00"E. 536.40 FEET TO A 5/8 INCH ROD, L.B. NO. 5404  
32 AND THE AFORESAID SOUTHERLY RIGHT OF WAY LINE, THENCE  
33 N.44°00'00"W. ALONG SAID RIGHT OF WAY LINE 85.00 FEET TO THE POINT OF  
34 BEGINNING.

35 CONTAINING 2.08 ACRES MORE OR LESS.

36 SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, OVER THE  
37 EASTERLY 50 FEET OF THE SOUTHERLY 177.54 FEET THEREOF.

38  
39 **Ordinance 1999-C**

40 **Adopted 08.03.1999**

41 **Corrected by 2004-H**

42 **Adopted 07.29.2004**

43 ~~Begin at 351.54' W & 252.08' N of SE corner of SW ¼ of SE ¼, run S 83 deg. 34 min. 50~~  
44 ~~sec. E 125.94', S 238.56' E to SE corner of SW ¼ of SE ¼, N 565.62' W to point N of POB,~~  
45 ~~S to POB, Section 11, Township 18S, Range 26E, Lake County, Florida.~~

1 The East 351.54 feet of the South 565.62 feet of the Southwest ¼ of the Southeast ¼ of  
2 Section 11, Township 18 South, Range 26 East, Lake County, Florida. Subject to an  
3 easement for ingress and egress over the West 15.00 feet thereof, also subject to the right  
4 of way of County Road No. 450.

5  
6 **Ordinance 1999-D**

7 **Adopted 10.19.1999**

8 THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼, IN  
9 SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.  
10 AND

11 THE EAST 420 FEET OF THE NORTH 525 FEET OF THE SOUTHWEST ¼, IN  
12 SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.  
13 ALSO DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF THE  
14 NORTHEAST ¼ OF THE SOUTHWEST ¼, IN SECTION 14, TOWNSHIP 18 SOUTH,  
15 RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 2 ½ ACRES, WEST 2  
16 ACRES, NORTH 2 ½ ACRES, EAST 2 ACRES TO STARTING POINT, LAKE  
17 COUNTY, FLORIDA  
18  
19

20 **Ordinance 1999-E**

21 **Adopted 10.19.1999**

22 ALL OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 14,  
23 TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS THE  
24 TWO CERTAIN PORTIONS THEREOF DESCRIBED AS FOLLOWS: (FIRST) A  
25 TRACT OF FIVE ACRES LYING IN THE NORTHEAST CORNER THEREOF THE  
26 LENGTH THEREOF NORTH AND SOUTH BEARING THE RATIO TO THE WIDTH  
27 THEREOF EAST AND WEST OF FIVE TO FOUR. (SECOND) ALL OF THAT  
28 PORTION OF THE SAID NORTHEAST ¼ OF THE SOUTHWEST ¼ LYING AND  
29 BEING WITHIN THE FOLLOWING DESCRIPTION OF METES AND BOUNDS, TO-  
30 WIT; BEGIN THIRTY-SIX CHAINS AND TWENTY-THREE LINKS SOUTH AND  
31 ELEVEN CHAINS AND FIFTY-EIGHT LINKS EAST OF THE NORTHWEST  
32 CORNER OF SAID SECTION 14 AND RUN THENCE SOUTH 72 DEGREES EAST  
33 SEVENTEEN CHAINS AND EIGHTY LINKS; THENCE SOUTH 18 DEGREES WEST  
34 FIFTEEN CHAINS AND SEVENTY-FIVE LINKS; THENCE NORTH 72 DEGREES  
35 WEST TEN CHAINS AND SEVENTY-NINE LINKS; THENCE NORTH 06 DEGREES  
36 WEST SEVENTEEN CHAINS AND TWENTY-FOUR LINKS TO THE POINT OF  
37 BEGINNING, THE TRACT COMPRISING APPROXIMATELY 26 ACRES.

38 ALSO (INCLUDING) THE NORTH 425 FEET OF THE WEST 175 FEET OF THE  
39 EAST 595 FEET OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼, OF SECTION  
40 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS  
41 RIGHT-OF-WAY FOR PUBLIC ROAD.  
42

43 **Ordinance 2000-C**

44 **Adopted 02.01.2000**

1 Lots 5, 6 and 7, Block "E" in Silver Beach Heights, a subdivision in Lake County, Florida,  
2 according to the plat thereof recorded in Plat Book 14, Pages 25 and 25A, Public Records  
3 of Lake County, Florida.

4 ALSO: An undivided 3/84<sup>th</sup> interest in and to Lot 21, Block "H" in Silver Beach Heights,  
5 a subdivision in Lake County, Florida, according to the plat thereof recorded in Plat Book  
6 14, Pages 25 and 25A, Public Records of Lake County, Florida.

7  
8 **Ordinance 2000-E1**

9 **Adopted 08.01.2000**

10 Southwest ¼ of the Southwest ¼ of the Northeast ¼, LESS the East 48.67 feet thereof and  
11 LESS the road right-of-way for Skyline Drive and LESS the West 33 feet and LESS the  
12 South 33 feet for road right-of-ways, as recorded in OR Book 1000, Page 702.

13  
14 **Ordinance 2000-F1**

15 **Adopted 08.01.2000**

16 WHITCOMB'S SUB West 405.3 feet of Lot 9, LESS road right-of-way for West Skyline  
17 Drive, as recorded in OR Book 1214, Page 5475.

18  
19 **Ordinance 2000-G1**

20 **Adopted 08.01.2000**

21 Beginning at the most Westerly corner of lot F, according to the Plat of GLENDALE,  
22 recorded in Plat Book 1, Page 46, Public Records of Lake County, Florida, run thence in  
23 the Northeasterly direction along the Westerly line of said Lot F a distance of 107 feet  
24 thence turn right 90 and run a distance of 150 feet; thence turn right 90 and run a distance  
25 of 107 feet to the South line of said lot F, thence run along Southwesterly line of said lot F  
26 a distance of 150 feet to the Point of Beginning.

27  
28  
29 **Ordinance 2000-H-1**

30 **Adopted 08.01.2000**

31 From NW corner of SW ¼ of NW ¼ run south 89° 57 minutes 04 seconds East 70.86 feet  
32 to a point that is 33 feet east of centerline of county road no. 5-7864, south 00° 32 minutes  
33 38 seconds West 1290.78 feet to a point that is 33 feet north of south line of SW ¼ of NW  
34 ¼, north 89° 58 minutes 30 seconds East 294.56 feet for point of beginning, continue north  
35 89° 58 minutes 30 seconds East 451.34 feet, north 21° 50 minutes 41 seconds east 1292.14  
36 feet to east line of SW ¼ of NW ¼, said point being south 00° 13 minutes 45 seconds west  
37 90 feet from NE corner of SW ¼ of NW ¼, south 37° 50 minutes 58 seconds W 1519.15  
38 feet to point of beginning. OR book 1699 page 1762.

39  
40 **Ordinance 2000-I-1**

41 **Adopted 08.01.2000**

42 Beg 15 feet of SE corner of SW ¼ run W 343 feet, N 12° 10 min W 277 feet to lake, thence  
43 in southerly direction around lake to point of beginning – less county road right-of-way –  
44 OR Book 1643 page 1789.

45  
46 **Ordinance 2000-J**

1     **Adopted 08.15.2000**

2     That part of the Southeast ¼ of the Northeast ¼ of Section I, Township 18 South, Range  
3     26 East, Lake County Florida, described as follows: The South 880.00 feet of said  
4     Southeast ¼ of Northeast ¼ lying East of a line that is 37.50 feet East of and parallel to the  
5     East line of Block "J" of Silver Beach Heights, as recorded in Plat Book 14, Pages 25 and  
6     25-A, Public Records of Lake County, Florida also lying North of Block "I" and an Easterly  
7     extension of Said North Line of Block "I" to the Southeast comer of aforesaid Southeast ¼  
8     of Northeast ¼.

9  
10    **Ordinance 2000-K-1**

11    **Adopted 09.05.2000**

12    Commence at the Northwest comer of the Southwest ¼ of the Northwest ¼ of Section 12,  
13    Township 18 South, Range 26 East, Lake County, Florida, run thence South 89°57'04" East  
14    along the North line of said Southwest ¼ of the Northwest ¼ a distance of 70.86 feet to a  
15    point that is 33.0 feet East of the centerline of County Road Dist. No. 5-7864; thence South  
16    00°32'38" West parallel with and 33.0 feet East of said centerline 1290.78 feet; thence  
17    North 89°58'30" East parallel with and 33.0 feet North of the South line of said Southwest  
18    ¼ of the Northwest ¼, 745.90 feet to the Point of Beginning of this description; from said  
19    Point of Beginning, continue North 89°58'30" East parallel with and 33.0 feet North of the  
20    South line of said Southwest ¼ of the Northwest ¼; thence North 00° 13 '45" East, 1199  
21    .16 feet to a point that is South 00° 13'45" West, 90.0 feet from the Northeast comer of the  
22    Southwest ¼ of the Northwest ¼; thence South 21°50'41" West, 1292.14 feet to the Point  
23    of Beginning. Subject to all easements, rights-of-way and restrictions of record, if any.

24  
25    **Ordinance 2001-10**

26    **Adopted 11.06.2001**

27    Begin at the intersection of the Northwesterly Right of Way line of Highway 19 with the  
28    North line of Government Lot 4, and run West 180 feet, South 23°00'59" East 70 feet,  
29    thence South 55°51 '15" East 93 feet to Highway, thence Northeasterly along Highway 139  
30    feet to the Point of Beginning. All lying in Section 06, Township 18 South, Range 27 East,  
31    Lake County, Florida and described in the Lake County Property Appraiser Records as  
32    Parcel ID No. 06-18-27-0003-000-02400.

33  
34  
35  
36    **Ordinance 2001-C**

37    **Adopted 05.01.2001**

38    Begin 57.66 feet south of NW corner of NE ¼ of SE ¼ of SE ¼ run South 55 degrees, 54  
39    minutes E, 690 feet, South 33 degrees, 24 minutes, W 134.62 feet, N 55 degrees, 54  
40    minutes, west 600.5 feet, North 162.59 feet to point of beginning, OR Book 1778, page  
41    2099

42    And

43    Glendale lots 6,7,13,14,20,21 less southwesterly 10 feet of lots 6,13,20, OR Book 1778,  
44    Page 2099.

45  
46    **Ordinance 2002-A**

1   **Adopted 02.05.2002**

2   All of Block 85, less Lots I thru 10 of said Block 85, also all of Block 86, less Lot 6,7,10  
3   and 11, of said Block 86, of "East Umatilla" Subdivision, Section 8, Township 18 South,  
4   Range 27 East, as recorded in Plat Book 6, Pages 87 thru 95, in the Public Records of Lake  
5   County, Florida.

6   AND the right-of-way of West Fifth Avenue lying between the north right-of-way of East  
7   Fourth Street and the southeasterly right-of-way of C.R. 450 in Section 8, Township 18  
8   South, Range 27 East of Lake County, Florida.

9  
10   **Ordinance 2002-E**

11   **Adopted 05.07.2002**

12   From the West ¼ corner of Section 18, Township 18 South, Range 27 East, in Lake County,  
13   Florida, run East 567.60 feet to the centerline of Old Umatilla Road, thence run  
14   S.44°00'00"E. along the centerline of said road 1488.82 feet; thence S.46°00'00"W. 33.00  
15   feet to a 5/8 inch iron rod, L.B. No. 5404, on the southerly right of way line of said road  
16   and the Point of Beginning of the following described property, thence continue  
17   S.46°00'00"W. 536.40 feet to a 5/8 inch iron rod, L.B. No. 5404; thence S.44°00'00"E.  
18   169.10 feet to a 5/8 inch iron rod, L.B. No. 5404; thence N.46°00'00"E. 536.40 feet to a  
19   four inch concrete monument and the aforesaid southerly right of way line; thence  
20   N.44°00'00"W. along said right of way line 169.10 feet to the Point of Beginning.  
21   Containing 2.08 acres more or less.

22   Subject to an easement for ingress and egress, over the easterly 50.00 feet thereof.

23  
24   **Ordinance 2002-I**

25   **Adopted 11.05.2002**

26   Block 110, EAST UMATILLA SUBDIVISION, according to the Plat thereof recorded in  
27   Plat Books 6, Pages 93-95, Public Records of Lake County, Florida.

28  
29   **Ordinance 2004-D**

30   **Adopted 06.15.2004**

31   Lots 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 94 EAST UMATILLA  
32   SUBDIVISION, a subdivision in Section 8, Township 18 South, Range 27 West, Lake  
33   County Florida.

34  
35   **Ordinance 2004-G**

36   **Adopted 08.17.2004**

37   THAT PART OF THE NORTH 722.80 FEET OF GOVERNMENT LOT 3 (WHEN  
38   MEASURED ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3) AND OF  
39   THE NE ¼ OF THE SW ¼, ALL BEING OF SECTION 6, TOWNSHIP 18 SOUTH,  
40   RANGE 27 EAST, LAKE COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

41   COMMENCE AT THE W ¼ CORNER OF SAID SECTION 6 (THE NW CORNER OF  
42   THE SW ¼ AND THE NW CORNER OF GOVERNMENT LOT 3 OF SAID SECTION  
43   6); RUN THENCE S 89°39'11" E 1685.80 FEET); THENCE, S 0°22' W 313.80 FEET  
44   (ACTUALLY S 0°16'36" W 313.69 FEET) FOR A POINT OF BEGINNING;  
45   CONTINUE THENCE S 0°22'W 405.56 FEET (ACTUALLY S 0°16'36" W 405.56 FEET  
46   TO A SET NAIL AND DISK STAMPED P.L.S. 1916, AS PLACED OIN A LINE, SAID

1 LINE BEING MONUMENTED, AND APPEARS TO BE ACCEPTED BY THE  
2 ADJOINING PROPERTY OWNERS, AS BEING THE SOUTH LINE OF THE NORTH  
3 722.80 FEET, AS SPECIFIED ABOVE IN THIS DESCRIPTION; THENCE N 89°53'W,  
4 PARALLEL WITH THE AFORESAID EAST-WEST MID-SECTION LINE  
5 (ACTUALLY N 89°55'39" W 520.42 FEET) TO A POINT ON THE ACCEPTED EAST  
6 LINE OF SAID GOVERNMENT LOT 3; THENCE CONTINUE ON THE PRIOR SAID  
7 ACCEPTED LINE WEST 161.00 FEET (ACTUALLY N 87°57'07" W 161.53 FEET) TO  
8 AN ACCEPTED 4"X4" CONCRETE MONUMENT, NO SURVEYOR NUMBER;  
9 THENCE FROM A 40 DEGREE ANGLE TO THE RIGHT (ACTUALLY 38°09'28"  
10 RIGHT) A DISTANCE OF 165.00 FEET (ACTUALLY 182.94 FEET TO A 4"X4"  
11 CONCRETE MONUMENT, NO SURVEYOR NUMBER, IN THE SOUTHEASTERLY  
12 RIGHT-OF-WAY LINE OF STATE ROAD NO. 19, AS IT EXISTS THIS 25<sup>TH</sup> DAY OF  
13 MARCH, 2003; THENCE N 40°37'55" E ALONG SAID SOUTHEASTERLY RIGHT-  
14 OF-WAY LINE A DISTANCE OF 388.14 FEET TO A POINT ON A LINE, SAID LINE  
15 HAVING A BEARING OF N 88° 52' W (ACTUALLY N 88°38'31" W), WHEN  
16 MEASURED FROM THE POINT OF BEGINNING; THENCE S 88°52' E (ACTUALLY  
17 S 88°38'31"E) ALONG SAID LINE A DISTANCE OF 570.92 FEET TO THE POINT OF  
18 BEGINNING AND POINT OF TERMINUS. SUBJECT TO A 50 FOOT INGRESS AND  
19 EGRESS EASEMENT ALONG THE SOUTH LINE OF DESCRIBED PROPERTY  
20 BOUNDED ON THE EAST BY THE EAST LINE AND BOUNDED ON THE WEST  
21 BY THE SOUTHEASTERLY RIGHT-OF-WAY OF STATE ROAD NO. 19;  
22 TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS, DESCRIBED AS  
23 FOLLOWS: BEGIN ON THE EASTWEST MID-SECTION LINE OF SECTION 6,  
24 TOWNSHIP 18 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AT A  
25 DISTANCE OF 1,686.21 FEET, EAST OF, WHEN MEASURED ALONG SAID MID-  
26 SECTION LINE FROM THE W ¼ CORNER THEREOF; THENCE 2 0°22' W  
27 (ACTUALLY S 0°16'36" W) TO A POINT ON THE SOUTH BOUNDARY LINE OF  
28 THE NORTH 722.80 FEET OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH,  
29 RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE EAST FIFTY FEET (50')  
30 ALONG THE SOUTH BOUNDARY LINE OF SAID NORTH 722.80 FEET THEREOF;  
31 THENCE N 0°16'36" E TO THE NORTH BOUNDARY LINE OF THE AFORESAID  
32 MID-SECTION LINE OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 27 EAST,  
33 LAKE COUNTY, FLORIDA; THENCE WEST ALONG SAID MID-SECTION LINE OF  
34 SECTION 6 TO THE POINT OF BEGINNING.

35  
36 **Ordinance 2004-I**

37 **Adopted 08.17.2004**

38 The South ½ of the Southwest ¼ of the Northwest ¼ of the Southeast ¼ of Section 7,  
39 Township 18, Range 27, Lake County, Florida.

40  
41 **Ordinance 2005-A**

42 **Adopted 02.01.2005**

43 THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF NORTHWEST  
44 ¼ OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY,  
45 FLORIDA.

1   **Ordinance 2005-C**

2   **Adopted 08.02.2005**

3   Commence at the Northwest corner of the southwest ¼ of the Northeast ¼ of Section 12,  
4   Township 18 South, Range 26 East, Lake County, Florida, and run North 89 degrees 31'1  
5   1" East along North line of the Southwest ¼ of the Northeast¼ a distance of 368.00 feet to  
6   a concrete monument (no number), said concrete monument being the point of beginning  
7   of this description; from said point of beginning, run South 18 degrees 19'24" West, 530.91  
8   feet to a concrete monument (labeled LB707), said concrete monument being on the  
9   Northerly right-of-way line of Bulldog Way; thence South 75 degrees 17'20" East along  
10   the Northerly right-of-way line of Bulldog Way a distance of 681.28 feet to an iron pin  
11   (labeled LB707), said iron pin being on the Westerly right-of-way line of State Highway  
12   19; thence North 17 degrees 39'58" East along the Westerly right-of-way line of State  
13   Highway 19 a distance of 429.37 feet to an iron pin labeled LB707, said iron pin being at  
14   the beginning of a curve concaved Easterly and having a radius of 2875.27 feet; thence  
15   Northeasterly along the arc of said curve and said Westerly right-of-way line of State  
16   Highway 19 through a central angle of 05 degrees 50'02", an arc length of 292.76 feet to a  
17   concrete monument (no number), said concrete monument being on the North line of the  
18   Southwest ¼ of the Northeast ¼ of the aforementioned Section 12; thence South 89 degrees  
19   31' 11" West along the North line of the Southwest ¼ of the Northeast ¼ a distance of  
20   725.25 feet to the point of beginning.

21  
22   **Ordinance 2005-G**

23   **Adopted March 21, 2005**

24   **COMMERCIAL PARCEL DESCRIPTION**

25   COMMENCE AT THE EAST ¼ CORNER OF SECTION 23, TOWNSHIP 18 SOUTH,  
26   RANGE 26 EAST IN LAKE COUNTY, FLORIDA; THENCE S1°01'53" E ALONG THE  
27   EAST LINE OF SAID SECTION 23, A DISTANCE OF 25.00 FEET TO THE SOUTH  
28   RIGHT OF WAY LINE OF MILLS STREET; THENCE S89°59'25"W ALONG SAID  
29   SOUTH RIGHT OF WAY LINE A DISTANCE OF 733.66 FEET FOR A POINT OF  
30   BEGINNING AND TO A POINT ON A NON-TANGENT CURVE CONCAVE  
31   SOUTHEASTERLY, HAVING A RADIUS OF 29.00 FEET, A CHORD BEARING OF  
32   S37°26'43"W, A CHORD DISTANCE OF 35.27 FEET, RUN THENCE  
33   SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL  
34   ANGLE OF 74°54'35", A DISTANCE OF 37.92 FEET; THENCE S0°00'35"E A  
35   DISTANCE OF 15.60 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE  
36   NORTHWESTERLY, HAVING A RADIUS OF 41.00 FEET, A CHORD BEARING OF  
37   S21°38'46"W, A CHORD DISTANCE OF 30.26 FEET, RUN THENCE  
38   SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL  
39   ANGLE OF 43°18'41", A DISTANCE OF 30.99 FEET; THENCE S42°46'10"E A  
40   DISTANCE OF 6.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE  
41   SOUTHEASTERLY, HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING OF  
42   S43°22'24"W, A CHORD DISTANCE OF 30.94 FEET, RUN THENCE  
43   SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL  
44   ANGLE OF 7°42'51", A DISTANCE OF 30.97 FEET TO A POINT OF COMPOUND  
45   CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS  
46   OF 770.00 FEET, A CHORD BEARING OF S20°32'30"W, A CHORD DISTANCE OF

1 500.73 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID  
2 CURVE, THROUGH A CENTRAL ANGLE OF 37°56'58", A DISTANCE OF 510.00  
3 FEET; THENCE S12°29'37"W A DISTANCE OF 25.00 FEET TO A POINT ON A NON-  
4 TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 525.00  
5 FEET, A CHORD BEARING OF N65°56'34"W, A CHORD DISTANCE OF 210.48  
6 FEET, RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE,  
7 THROUGH A CENTRAL ANGLE OF 23°07'38", A DISTANCE OF 211.91 FEET;  
8 THENCE N54°22'45"W A DISTANCE OF 104.10 FEET TO A POINT OF  
9 CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS  
10 OF 25.00 FEET, A CHORD BEARING OF N10°16'55"W, A CHORD DISTANCE OF  
11 34.79 FEET, RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID  
12 CURVE, THROUGH A CENTRAL ANGLE OF 88°11 '40", A DISTANCE OF 38.48  
13 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF STATE ROAD 19 AND TO  
14 A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE  
15 NORTHWESTERLY, HAVING A RADIUS OF 2042.08 FEET, A CHORD BEARING  
16 OF N29°39' 14"E, A CHORD DISTANCE OF 296.38 FEET, RUN THENCE  
17 NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID  
18 SOUTHEASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF  
19 8°19'23", A DISTANCE OF 296.64 FEET; THENCE N25°29'32"E ALONG SAID  
20 SOUTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 170.23 FEET TO SAID  
21 SOUTH RIGHT OF WAY LINE; THENCE N89°59'25"E ALONG SAID RIGHT OF  
22 WAY LINE A DISTANCE OF 294.02 FEET TO THE POINT OF BEGINNING.

23 CONTAINS 152003 SQUARE FEET OR 3.4895 ACRES MORE OR LESS.

24 **RESIDENTIAL PARCEL DESCRIPTION**

25 COMMENCE AT THE EAST ¼ CORNER OF SECTION 23, TOWNSHIP 18 SOUTH,  
26 RANGE 26 EAST, LAKE COUNTY, FLORIDA; RUN THENCE S1°01'53" E ALONG  
27 THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 23, A DISTANCE OF  
28 351.42 FEET TO A POINT OF BEGINNING; THENCE CONTINUE S1°01'53"E  
29 ALONG SAID EAST LINE A DISTANCE OF 1431.69 FEET; THENCE N89°37'30"W  
30 A DISTANCE OF 1323.31 FEET TO THE MONUMENT EAST RIGHT OF WAY LINE  
31 OF JIM DOUGHERTY ROAD; THENCE N0°26'30" W ALONG SAID EAST RIGHT  
32 OF WAY LINE A DISTANCE OF 83.34 FEET; THENCE N89°09'22"E A DISTANCE  
33 OF 118.00 FEET; THENCE N0°26'30" W A DISTANCE OF 80.00 FEET; THENCE  
34 S89°09'22"W A DISTANCE OF 118.00 FEET; THENCE N0°26'30" W ALONG SAID  
35 EAST RIGHT OF WAY A DISTANCE OF 180.00 FEET; THENCE N89°09'21"E A  
36 DISTANCE OF 150.00 FEET; THENCE N0°26'30" WA DISTANCE OF 70.00 FEET;  
37 THENCE S89°09'21"W A DISTANCE OF 150.00 FEET TO SAID EAST RIGHT OF  
38 WAY LINE OF JIM DOUGHERTY ROAD; THENCE N0°31'37" W ALONG SAID  
39 EAST RIGHT OF WAY LINE A DISTANCE OF 339.98 FEET; THENCE N89°22'58" E  
40 A DISTANCE OF 328.30 FEET; THENCE N0°26'30" WA DISTANCE OF 240.00 FEET;  
41 THENCE S89°22'58" W A DISTANCE OF 329.48 FEET TO SAID EAST RIGHT OF  
42 WAY LINE OF JIM DOUGHERTY ROAD; THENCE N0°43'18" W ALONG SAID  
43 EAST RIGHT OF WAY LINE A DISTANCE OF 272.43 FEET TO THE SOUTHEAST  
44 RIGHT OF WAY LINE OF STATE ROAD 19, BEING A POINT ON A NON-  
45 TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF  
46 2042.08 FEET, A CHORD BEARING OF N35°03'03" E, A CHORD DISTANCE OF

1 88.06 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID  
2 CURVE, THROUGH A CENTRAL ANGLE OF 2°28'15", A DISTANCE OF 88.07 FEET  
3 TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHEASTERLY  
4 HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S10°16'55" E, A  
5 CHORD DISTANCE OF 34.79 FEET, RUN THENCE SOUTHEASTERLY ALONG  
6 THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°11'40", A  
7 DISTANCE OF 38.48 FEET; THENCE S54°22'45" E A DISTANCE OF 104.10 FEET  
8 TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHEASTERLY,  
9 HAVING A RADIUS OF 525.00 FEET, A CHORD BEARING OF S65°56'34" E, A  
10 CHORD DISTANCE OF 210.48 FEET, RUN THENCE SOUTHEASTERLY ALONG  
11 THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°07'38", A  
12 DISTANCE OF 211.91 FEET; THENCE N12°29'37"E A DISTANCE OF 25.00 FEET  
13 TO A POINT ON A NONTANGENT CURVE CONCAVE SOUTHEASTERLY,  
14 HAVING A RADIUS OF 770.00 FEET, A CHORD BEARING OF N20°32'30"E, A  
15 CHORD DISTANCE OF 500.73 FEET, RUN THENCE NORTHEASTERLY ALONG  
16 THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°56'58", A  
17 DISTANCE OF 510.00 FEET TO A POINT OF COMPOUND CURVATURE ON A  
18 CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 230.00 FEET, A  
19 CHORD BEARING OF N43°22'24"E, A CHORD DISTANCE OF 30.94 FEET, RUN  
20 THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A  
21 CENTRAL ANGLE OF 7°42'51", A DISTANCE OF 30.97 FEET; THENCE  
22 N42°46'10"W A DISTANCE OF 6.00 FEET TO A POINT ON A NONTANGENT  
23 CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 41.00 FEET, A  
24 CHORD BEARING OS N21°38'46"E, A CHORD DISTANCE OF 30.26 FEET, RUN  
25 THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A  
26 CENTRAL ANGLE OF 43°18'41", A DISTANCE OF 30.99 FEET; THENCE N0°00'35"  
27 W A DISTANCE OF 15.60 FEET TO A POINT OF CURVATURE ON A CURVE  
28 CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 29.00 FEET, A CHORD  
29 BEARING OF N37°26'43" E, A CHORD DISTANCE OF 35.27 FEET, RUN THENCE  
30 NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL  
31 ANGLE OF 74°54'35", A DISTANCE OF 37.92 FEET TO THE SOUTH RIGHT OF  
32 WAY LINE OF MILLS STREET; THENCE N89°59'25" E ALONG SAID SOUTH  
33 RIGHT OF WAY LINE A DISTANCE OF 402.66 FEET; THENCE S1°01'53" E A  
34 DISTANCE OF 70.00 FEET; THENCE N89°59'25" E A DISTANCE OF 45.00 FEET;  
35 THENCE S1°01'53" E A DISTANCE OF 75.00 FEET; THENCE N89°59'25" E A  
36 DISTANCE OF 100.00 FEET; THENCE S1°01'53" E A DISTANCE OF 181.42 FEET;  
37 THENCE N89°59'25" E A DISTANCE OF 186.00 FEET TO THE POINT OF  
38 BEGINNING.

39  
40 **Ordinance 2006-A**

41 **Adopted 02.07.2006**

42 Lots 1 to 9 inclusive, of ALTOONA, Gibson & Gotherman Addition according to  
43 public records of Lake County, Florida; N ½ of NW ¼ of NE ¼, West ¾ of NE ¼ of  
44 NE ¼, North 880 feet of E ¼ of NE ¼ of NE ¼. Sec. 1, Twp. 18S, Rge. 26 East; Lots  
45 24, 25, 26, 27 of ALTOONA, Hinson's Plan according to said public records. From  
46 S ¼ 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 2006-B**

**Adopted 04.04.2006**

PARCEL A:

THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BOUNDED AS FOLLOWS:

BOUNDED ON THE NORTH BY A LINE DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID NORTHEAST  $\frac{1}{4}$ ; RUN WEST 780.12 FEET; THENCE S.  $21^{\circ}45'00''$ E., 842.82 FEET; THENCE S.  $12^{\circ}47'02''$ E., 17.60 FEET TO A NAIL AND DISK IN PAVED ROAD (GOLDEN GEM DRIVE) MARKED LS. 4033, SAID NAIL AND DISK BEING AT THE POINT OF BEGINNING OF SAID LINE; THENCE N  $68^{\circ}08'19''$ E, 41.86 FEET TO A  $\frac{1}{2}$  INCH DIAMETER I.R. WITH PLASTIC SURVEY CAP MARKED D. MELVIN LS. 4033; THENCE CONTINUE N.  $68^{\circ}08'19''$ E., 233.69 FEET TO A  $\frac{1}{2}$  INCH DIAMETER I.R. WITH PLASTIC SURVEY CAP MARKED D. MELVIN LS. 4033; THENCE CONTINUE N.  $68^{\circ}08'19''$ E. TO LAKE AND END OF DESCRIBED LINE.

AND BOUNDED ON THE EAST BY LAKE MARY.

AND BOUNDED ON THE WEST BY COUNTY ROAD (GOLDEN GEM DRIVE).

AND BOUNDED ON THE SOUTH BY A LINE DESCRIBED AS FOLLOWS: FROM A POINT 15 FEET EAST OF SOUTHEAST CORNER OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID NORTHEAST  $\frac{1}{4}$ , RUN WEST 343 FEET; THENCE N  $12^{\circ}10'00''$ E., 439.14 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE N.  $76^{\circ}22'13''$ E. TO LAKE AND END OF SAID LINE.

CONTAINING 0.983 ACRES +/- (INCLUDES RIGHT OF WAY & TO THE WATERS EDGE ON 1-23-2004).

**Ordinance 2006-C**

**Adopted 05.02.2006**

LOTS 6 AND 7, BLOCK 86 EAST UMATILLA, RECORDED IN PLAT BOOK 6, PAGES 88 THRU 92, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

**Ordinance 2006-E**

**Adopted 07.05.2006**

THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LESS ROAD RIGHT-OF-WAY, ALL BEING IN LAKE COUNTY, FLORIDA.

**Ordinance 2007-A**

1     **Adopted 04.03.2007**

2     BEGIN AT THE NW CORNER OF THE NW ¼ OF THE SW ¼ OF SECTION 24,  
3     TOWNSHIP 18 S., RANGE 26 E., RUN SOUTH 200 FEET FOR POINT OF  
4     BEGINNING; THENCE EAST 50 FEET; THENCE SOUTH 100 FEET; THENCE WEST  
5     50 FEET; THENCE NORTH 100 FEET TO THE POINT OF BEGINNING.

6  
7     AND START AT THE NE CORNER OF THE NE ¼ OF THE SE ¼ OF SECTION 23,  
8     TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN SOUTH 1°06' EAST OF THE  
9     SECTION LINE 351.42 FEET, WEST 62 FEET, NORTH 1°06' WEST 351.42 FEET TO  
10    THE MIDSECTION LINE, EAST 62 FEET TO THE POINT OF BEGINNING,  
11    CONTAINING ½ ACRE.

12  
13    **Ordinance 2007-N**

14    **Adopted 08.07.2007**

15    Eustis Meadows Subdivision, W ½ of Lot 127, and Begin 319 feet South of NW corner of  
16    Lot 126 run South to SW Corner of Lot 126, East 660 feet, North to North line of Lot 131,  
17    W 130.2 feet, South 1,518.25 feet, S. 77 degrees 38 minutes West to POB, being part of  
18    Lots 126 and 131, LESS Highway 450, Section 24, Township 18 South, Range 26 East.

19  
20    **Ordinance 2007-O**

21    **Adopted 08.07.2007**

22    Parcel 1:

23    The Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 25,  
24    Township 18 South, Range 26 East, Lake County, Florida, LESS AND EXCEPT Road  
25    Right of Way per Official Records Book 1701, Page 810, of the public records of Lake  
26    County, Florida.

27  
28    Parcel 2:

29    The Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 25,  
30    Township 18 South, Range 26 East, Lake County, Florida, LESS AND EXCEPT Road  
31    Right of Way per Official Records Book 1701, Page 810, of the public records of Lake  
32    County, Florida

33  
34    Parcel 3:

35    The North Half of the Northeast Quarter of the Northwest Quarter of Section 25, Township  
36    18 South, Range 26 East, Lake ounty, Florida.

37  
38    Parcel 4:

39    Lots 89, 90, 91, 92, 101, 102, 103, 104, and 112, of the Eustis Meadows Subdivision,  
40    according to the plat thereof recorded in Plat Book 1, Page 2, of the Public Records of Lake  
41    County, Florida, LESS AND EXCEPT That portion of Lots 102, 103, 112, included within  
42    the Plat of Crooked Oak Estates, as recorded in Plat Book 21, Pages 19 and 20, of the  
43    Public Records of Lake County, Florida, AND LESS AND EXCEPT that portion of Lot  
44    113 included within the Warranty Deed recorded in Official Records Book 2330, Page  
45    1303, of the Public Records of Lake County, Florida.

1 TOGETHER WITH:

2 That Part of Lot 111 of Eustis Meadows Subdivision, according to the plat thereof recorded  
3 in Plat Book 1, Page 2, of the Public Records of Lake County, Florida, described as follows:  
4 Commence at the Northwest Corner of said Lot 111, of said Eustis meadows Subdivision  
5 and run South 00 Degrees 50 Minutes 17 Seconds East along the West line of said Lot 111  
6 a distance of 202.10 feet to the Point of Beginning; Thence run North 87 Degrees 15  
7 Minutes 53 Seconds East to a point on the East line of said Lot 111; Thence run South 00  
8 Degrees 27 Minutes 30 Seconds East along the East line of said Lot 111 to the Southeast  
9 corner of said Lot 111; Thence run Westerly along the South line of said Lot 111 to the  
10 Southwest corner of said Lot 111; Thence run North 00 Degrees 50 Minutes 17 Seconds  
11 West along the West line of said Lot 111 to the Point of Beginning.

12  
13 Parcel 5:

14 The Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 24,  
15 Township 18 South, Range 26 East, Lake County, Florida.

16  
17 Parcel 6:

18 The West Half of the Southeast Quarter of the Southwest Quarter of Section 24, Township  
19 18 South, Range 26 East, Lake County, Florida.

20  
21 Parcel 7:

22 The East Half of the Southwest Quarter of the Southwest Quarter of Section 24, Township  
23 18 South, Range 26 East, Lake County Florida, LESS AND EXCEPT Road Right of Way  
24 per Official Records Book 1701, Page 806, of the Public Records of Lake County, Florida.

25  
26 **Ordinance 2008-A**

27 **Adopted 03.04.2008**

28 The South  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 11, Township  
29 18 South, Range 26 East, Lake County, Florida.

30  
31 **Ordinance 2008-B**

32 **Adopted 03.04.2008**

33 The North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{2}$  of Section 11, Township 18 South,  
34 Range 26 East, Lake County, Florida, less the county maintained road right-of-way known  
35 as Peru Road.

36  
37 **Ordinance 2008-C**

38 **Adopted 05.06.2008**

39 PARCEL "B":

40 THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE  
41 NORTHWEST  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE  
42 COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

43  
44 COMMENCE AT THE SOUTHEAST CORNER OF LOT 4 (BEING A ROUND  
45 CONCRETE MONUMENT-NO SURVEYORS IDENTIFICATION). LAKE COOLEY  
46 ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK

23, PAGE 47, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN S.00  
\*03'36"E. ALONG THE EAST LINE OF THE NORTHWEST ¼ OF NORTHWEST ¼  
OF NORTHWEST ¼ OF SAID SECTION 12 A DISTANCE OF 30.00 FEET TO THE  
SOUTHEAST CORNER OF THE NORTHWEST ¼ OF NORTHWEST ¼ OF  
NORTHWEST ¼ OF AFORESAID SECTION 12 (ALSO BEING THE NORTHEAST  
CORNER OF THE SOUTHWEST ¼ OF NORTHWEST ¼ OF NORTHWEST 1/4");  
THENCE CONTINUE S.00 \*03'36"E. ALONG THE EAST LINE OF THE  
SOUTHWEST ¼ OF NORTHWEST ¼ OF NORTHWEST ¼ A DISTANCE OF 33.00  
FEET TO A 5/8 INCH IRON ROD LB.NO.5404; THENCE CONTINUE S.00 \*03'36"E.  
ALONG SAID EAST LINE 389.08 FEET TO THE POINT OF BEGINNING; THENCE  
CONTINUE S.00 \*03'36"E. 240.00 FEET TO THE SOUTH LINE OF SAID  
SOUTHWEST ¼ OF NORTHWEST ¼ OF NORTHWEST ¼; THENCE S.89 \*24'18"W.  
ALONG SAID SOUTH LINE 591.73 FEET; THENCE N.00 \*00'52"E. 150.00 FEET;  
THENCE S89 \*59'08"E. 50.00 FEET; THENCE S.00\*00'52"W. 99.47 FEET TO A  
POINT 50 FEET NORTH OF AFORESAID SOUTH LINE; THENCE N.89 \*24'18"E.  
238.77 FEET; THENCE N.00 \*03'36"W. PARALLEL TO SAID EAST LINE OF  
SOUTHWEST ¼ OF NORTHWEST ¼ OF NORTHWEST ¼ A DISTANCE OF 190.00  
FEET; THENCE N.89 \*24'18"E. PARALLEL TO SAID SOUTH LINE OF  
SOUTHWEST ¼ OF NORTHWEST ¼ OF NORTHWEST ¼ A DISTANCE OF 302.89  
FEET TO THE EAST LINE OF SAID SOUTHWEST ¼ OF NORTHWEST ¼ OF  
NORTHWEST ¼ AND THE POINT OF BEGINNING.

**Ordinance 2008-D**

**Adopted 04.01.2008**

Parcel "A":

THAT PART OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE  
NORTHWEST ¼ OF SECTION 12. TOWNSHIP 18 SOUTH, RANGE 26 EAST. LAKE  
COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 4 (BEING A ROUND  
CONCRETE MONUMENT-NO SURVEYORS IDENTIFICATION), LAKE COOLEY  
ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK  
23, PAGE 47, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN S.00°  
03'36"E. ALONG THE EAST LINE OF THE NORTHWEST ¼ OF NORTHWEST ¼ OF  
NORTHWEST ¼ OF SAID SECTION 12 A DISTANCE OF 30.00 FEET TO THE  
SOUTHEAST CORNER OF THE NORTHWEST ¼ OF NORTHWEST ¼ OF  
NORTHWEST ¼ OF AFORESAID SECTION 12 (ALSO BEING THE NORTHEAST  
CORNER OF THE SOUTHWEST ¼ OF NORTHWEST ¼ OF NORTHWEST ¼);  
THENCE CONTINUE S.00° 03'36"E. ALONG THE EAST LINE OF THE SOUTHWEST  
¼ OF NORTHWEST ¼ OF NORTHWEST ¼ A DISTANCE OF 33.00 FEET TO THE  
POINT OF BEGINNING. CONTINUE S.00°03'36"E. ALONG SAID EAST LINE 389.08  
FEET; THENCE S.89°24'18"W. 302.89 FEET; THENCE S.00°03'36"E. 190.00 FEET TO  
A POINT 50 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ¼ OF  
NORTHWEST ¼ OF NORTHWEST ¼; THENCE S.89°24'18"W. PARALLEL WITH  
SAID SOUTH LINE 238.77 FEET; THENCE N.00°00'52"E. 99.47 FEET; THENCE N.89  
°59'08"W 50.00 FEET; THENCE N.00°00'52"E. 478.72 FEET TO A ½ INCH IRON ROD  
LB.NO.707; THENCE N.89°22' 11 " E. 590.92 FEET TO THE POINT OF BEGINNING.

1  
2 **Ordinance 2008-G**  
3 **Adopted 05.06.2008**

4 THAT PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTHERLY  
5 OF AND CONTIGUOUS WITH1 THE SOUTHERLY MAINTAINED RIGHT-OF-  
6 WAY LINE OF COUNTY ROAD NO. 42; LYING WESTERLY OF AND  
7 CONTIGUOUS WJTH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD  
8 NO. 5-8272 (WEST ALTOONA ROAD); AND LYING NORTHERLY OF AND  
9 CONTIGUOUS WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY  
10 ROAD NO. 5-8165 (KEENE ROAD):

11  
12 SECTION 31, TOWNSHIP 17 SOUTH. RANGE 27 EAST, TOGETHER WITH LOTS  
13 14, 15, 16, 17, 23. 24, 25, 26, 27, 28, 29, AND THE NORTH 59.57 FEET OF LOT 13,  
14 FRANCIS J. HINSON'S PLAN OF THE TOWN OF ALTOONA, ACCORDING TO THE  
15 PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGES 28 AND 29, PUBUC  
16 RECORDS OF LAKE COUNTY, FLORIDA, AND TOGETHER WITH AND THOSE  
17 CERTAIN UN-NAMED RIGHTS-OF-WAY DEPICTED ON SAID PLAT L YING  
18 BETWEEN AFORESAID LOTS 15 AND 16, AND LYING BETWEEN AFORESAID  
19 LOTS 13 AND 14, AND LYING BETWEEN AFORESAID LOTS 28 AND 29, AND  
20 LYING BETWEEN AFORESAID LOT 16 AND THE LIMITS OF LAKE PEARL.

21  
22 TOGETHER WITH THAT PORTION OF LOT 23, FRANCIS J. HINSON'S PLAN OF  
23 THE TOWN OF ALTOONA, ACCORDING TO THE PLAT THEREOF, AS  
24 RECORDED IN PLAT BOOK 1, PAGES 28 AND 29, PUBLIC RECORDS OF LAKE  
25 COUNTY, FLORIDA, LYING NORTHERLY OF AND CONTIGUOUS WITH THE  
26 NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 42.

27  
28 THE ABOVE DESCRIBED LANDS LYING IN SECTION 31, TOWNSHIP 17 SOUTH,  
29 RANGE 27 EAST, LAKE COUNTY, FLORIDA.

30  
31 **Ordinance 2010-M**  
32 **Adopted 11.02.2010**

33 Beginning 535.52 feet North of the Southwest corner of the Northwest 1/4 of the Southwest  
34 1/4 of Section 6, Township 18 South, Range 27 East; thence run North 305.58 feet; thence  
35 East 12 chains and 4 links to the Right of Way of the St. Johns and Lake Eustis Railroad (now  
36 the Atlantic Coast Line Railroad); thence South 35° West to a point due East of the Point  
37 of Beginning; thence West 628.3 feet to Point of Beginning.

38  
39 EXCEPT (LESS), however, from the above-described parcel, the following: The  
40 South 190 feet of the above-described parcel, except the West 380 feet thereof; the North  
41 line of above excepted tract being 335 feet; the West line being 190 feet; the South line being  
42 208.3 feet (166 feet West of Highway); and the East line being the West line of the Right of  
43 Way of A.C.L. R.R.

44  
45 **AND**

1 The South 190 feet of the following tract, EXCEPT the West 380 feet thereof (the North  
2 line of the tract hereby described is 335 feet more or less; the West line is 190  
3 feet; the South line is 208.3 feet, more or less, being 166 feet, more or less, West of  
4 the Highway; and the East line is the West line of the Right of Way of the A.C.L.  
5 R.R.), to-wit:

6  
7 Beginning 535.52 feet North of the Southwest corner of the Northwest 1/4 of the  
8 Southwest 1/4 of Section 6, Township 18 South, Range 27 East; thence run North  
9 305.58 feet; thence East 12 chains and 4 links to the Right of Way of the St. Johns and  
10 Lake Eustis Railroad (now the Atlantic Coast Line Railroad); thence South 35° West to  
11 a point due East of the Point of Beginning; thence West 628.3 feet to Point of Beginning.

12  
13 **Ordinance 2010-N**

14 **Adopted 11.02.2010**

15 Beginning 535.52 feet North of the Southwest corner of the Northwest 1/4 of the Southwest  
16 1/4 of Section 6, Township 18 South, Range 27 East; thence run West 180.1 feet, thence  
17 North 777.48 feet, thence East 180.1 feet, thence South 777.48 feet to the Point of  
18 Beginning.

19  
20 **Ordinance 2011-O**

21 **Adopted 01.03.2012**

22 Lot 4 according to Francis J. Hinson's plan of the Town of Altoona, a subdivision in Lake  
23 County, Florida, recorded in Plat Book 1, Page 28 and 29, Public Records of Lake County,  
24 Florida.

25  
26  
27 **Ordinance 2011-P**

28 **Adopted 01.03.2012**

29 LOTS 16 AND 17, NORTH OF HIGHWAY 42, IN FRANCIS J. HINSON'S PLAN OF THE  
30 TOWN OF ALTOONA, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO  
31 THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 28, PUBLIC  
32 RECORDS OF LAKE COUNTY, FLORIDA.

33  
34 **Ordinance 2011-Q**

35 **Adopted 01.03.2012**

36 THAT PART OF LOT 21, WHITCOMB'S SUBDIVISION, AS RECORDED IN PLAT  
37 BOOK 1, PAGE 74, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,  
38 DESCRIBED AS FOLLOWS:

39  
40 Begin at the Southeast corner of Government Lot 5, Section 18, Township 18 South, Range  
41 27 East, Lake County, Florida, run North 89°59'32" West along the South line of said  
42 Government Lot 5, 470 feet, more or less, to the waters of Lake Umatilla and designated Point  
43 "A". Return to the POINT OF BEGINNING; thence North 02°58'20" East along the mid-  
44 section line of said Section 18, 244.30 feet to the Westerly right of way line of County  
45 Road No. C-44A, said point being on a curve concave Northeasterly and having a radius  
46 of 432.23 feet; thence Northwesterly along the arc of said curve through a central angle of

1 13°15'21" 100.00 feet; thence departing from said right of way line, run South 44°05'15" West  
2 108.67 feet; thence South 67°34'01" West 425 feet, more or less, to the waters of Lake  
3 Umatilla, thence Southeasterly along said waters to the aforesaid designated Point "A",  
4

5 AND ALSO;  
6

7 THAT PART OF LOT 21, WHITCOMB'S SUBDIVISION, AS RECORDED IN PLAT  
8 BOOK 1, PAGE 74, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,  
9 DESCRIBED AS FOLLOWS:  
10

11 Commence at the Southeast corner of Government Lot 5, Section 18, Township 18  
12 South, Range 27 East, Lake County, Florida, run North 02°58'20" East, along the mid-  
13 section line 592.66 feet; thence North 87°01'40" West 62.91 feet to a point on the  
14 Westerly right of way of County Road C-44A, being on a curve concave Southwesterly and  
15 having a radius 740.86 feet, said point being the POINT OF BEGINNING; thence South  
16 50°40'53" West 635 feet, more or less, to the waters of Lake Umatilla and designated point  
17 "A". Return to the POINT OF BEGINNING; thence run Southwesterly along aforesaid  
18 Westerly right of way and the arc of aforementioned curve through a central angle of  
19 14°42'51" 190.26 feet to a point of reverse curvature, said curve concave Northeasterly and  
20 having a radius of 432.23 feet; thence continue along said right of way line along the arc of  
21 said curve, through a central angle of 8°39'52" 65.36 feet, thence departing from said right  
22 of way line, run South 44°05'15" West 108.67 feet, thence South 67°34'01" West 425 feet,  
23 more or less, to the waters of Lake Umatilla, thence Northwesterly along said water to the  
24 aforesaid designated Point "A".  
25

26 LESS AND EXCEPT;  
27

28 THAT PART OF LOT 21, WHITCOMB'S SUBDIVISION, AS RECORDED IN PLAT  
29 BOOK 1, PAGE 74, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,  
30 DESCRIBED AS FOLLOWS:  
31

32 Commence at the Southeast corner of Government Lot 5, in Section 18, Township 18  
33 South, Range 27 East, Lake County, Florida, run N.02°58'20" E. along the mid-section line  
34 592.66 feet; thence N.87°01'40" W, 62.91 feet to a point on the Westerly right of way of  
35 County Road No. C-44A, thence departing said right of way run S. 50°40'53" W.  
36 305.50 feet to the POINT OF BEGINNING. Thence continue 8.50°40'53"W. 337 feet,  
37 more or less, to the waters of Lake Umatilla, said point hereby being designated as Point "B".  
38 Return to the POINT OF BEGINNING, run S.22°17'47"W. 84.14 feet, thence  
39 8.50°40'53"W. 260 feet, more or less, to the waters of Lake Umatilla, thence  
40 Northwesterly along said waters 40 feet, more or less, to the aforesaid point "B".  
41

42 AND ALSO;  
43

44 THAT PART OF LOT 21, WHITCOMB'S SUBDIVISION, AS RECORDED IN PLAT  
45 BOOK 1, PAGE 74, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,  
46 DESCRIBED AS FOLLOWS:

Commence at the Southeast corner of government Lot 5, Section 18, Township 18 South, Range 27 East, Lake County, Florida, run N.02°58'20"E. along the mid-section line 592.66 feet; thence N.87°01'40"W. 62.91 feet to a point on the Westerly right of way of County Road No. C-44A, being on a curve concave Southwesterly and having a radius 740.86 feet, said point being the POINT OF BEGINNING; thence along the right of way line along the arc of said curve through a central angle of 03°24'35" a distance of 44.09 feet, thence departing said right of way line run S.50°40'53"W. 250 feet, thence S.22°17'47"W., 84.14 feet thence N.50°40'53"E., 305.50 feet to the POINT OF BEGINNING,

Reserving any portion thereof lying within 40.00 feet West of the centerline of C44A, said centerline as shown on the S-44A RW Map (now C44A), recorded in Road Plat 6, Pages 92 through 97 inclusive, Public Records of Lake County, Florida.

**Ordinance 2011-R**

**Adopted 01.03.2012**

AIRPORT ESTATES SUB LOT 2,3,4,5 PB 44 PGS 52-53, ORB 2056 PG 2270

And

AIRPORT ESTATES SUB LOT 6 PB 44 PGS 52-53, ORB 2056 PG 2268

**Ordinance 2011-Z**

**Adopted 01.03.2012**

Lot 3 according to F. J. Hinson's Plat of the Town of Altoona, Florida. Said plat being made a plat of Public Records of Lake County, FL, in Plat Book 1, pages 28-29.

**Ordinance 2013-H**

**Adopted 09.03.2013**

That part of the Northeast ¼ of the Northwest ¼ of Section 26, Township 18 South, Range 26 East, Lake County, Florida, described as follows:

From the Northwest corner of the East ½ of the Northeast ¼ of the Northwest ¼ of said Section 26, Township 18 South, Range 26 East, Lake County, Florida, run thence South 0°15'30" West along the West line of said East ½ of the Northeast ¼ of the Northwest ¼ a distance of 685.00 feet for a Point of Beginning; run thence North 89°37'30" West a distance of 426.30 feet to the Easterly right of way line of State Road No. 19, said point being hereby designated as Point "A"; Begin again at the Point of Beginning and run thence South 89°37'30" East a distance of 660.00 feet, more or less, to the East line of said Northeast ¼ of Northwest 1/4; thence South a distance of 268.20 feet; thence South 89°40'20" West a distance of 1173.40 feet, more or less, to the Easterly right of way line of State Road No. 19; thence Northeasterly along and with said Easterly right of way line to the above designated Point "A".

Less and Except the following described parcel:

1 From the Northwest corner of the East ½ of the Northeast ¼ of the Northwest ¼ of  
2 Section 26, Township 18 South, Range 26 East, Lake County, Florida, run thence  
3 South 0°15'30" West along the East line of said East ½ of the Northeast ¼ of the  
4 Northwest ¼ a distance 685.00 feet; thence North 89°37'30" West, parallel with the  
5 North line of the Northeast ¼ of the Northwest ¼ of said Section 26, a distance of  
6 216.30 feet for a Point of Beginning; continue thence North 89°37'30" West along  
7 said parallel line a distance of 210.00 feet to a point on the Easterly right of way line  
8 of State Road No. 19, as it existed on February 29, 1988, said right of way line being  
9 the arc of a curve, said curve concave to the Southeast and having a radius of 2160.01  
10 feet; thence Southwesterly along the arc of said curve from a tangent bearing of South  
11 15°21'46" West, through a central angle of 5°33'51", a distance of 209.76 feet;  
12 thence leaving said right of way line, run South 89°37'30" East parallel with said  
13 North line of the Northeast ¼ of the Northwest ¼ a distance of 222.76 feet; thence  
14 North 14°44'06" East a distance of 206.15 feet to the Point of Beginning and Point  
15 of Terminus.

16  
17 **Ordinance 2013-I**

18 **Adopted 09.03.2013**

19 The North 300 feet of the South 335 feet of the South ¼ of the Northeast ¼ of Section  
20 26, Township 18 South, Range 26 East, Lake County, Florida, lying East of State  
21 Road No. 19.

22  
23 Less and Except the following:

24  
25 Commence at the intersection of the North line of the South 335 of the Northeast ¼  
26 of the Northwest ¼ of Section 26, Township 18 South, Range 26 East, Lake County,  
27 Florida, with the Easterly right of way line of State Road 19; run thence North  
28 89°40'20" East 627.73 feet, passing a concrete monument at 513.56 feet, to a point;  
29 thence South 06°19'43" West 302.02 feet to a point on the Northerly right of way  
30 line Whistling Pines Road; thence with Whistling Pines Road North 89°40'20" East  
31 165.45 feet to an iron pin being the point of beginning; thence North 13°06'27" East  
32 192.26 feet to an iron pin; thence North 89°41'01" East 364.43 feet, passing an iron  
33 pin near waters edge of Lake Smith; thence South 00°16'14" West 186.98 feet to a  
34 point within the waters of Lake Smith; thence South 89°40'20" West 407.15 feet,  
35 passing an iron pin near waters edge at 135.28 feet, to the point of beginning.

36  
37 **Ordinance 2013-K**

38 **Adopted 09.03.2013**

39 The Southwest ¼ of the Southwest ¼ of the Southeast ¼ of Section 1, Township 18 South,  
40 Range 26 East, Lake County, Florida. Less the South 256.06 feet of the East 130.40 feet  
41 thereof and Less Maxwell Avenue Right-of-Way. The property is also known as Hunter  
42 Oaks Subdivision, as Recorded in Plat Book 62, Page 33, Official Records of Lake County,  
43 Florida.

44  
45 **Ordinance 2015-F**

46 **Adopted 01.05.2016**

1   LEGAL DESCRIPTION:     Lot “M” of Francis J. Hinsons plan of Altoona, a  
2   subdivision located in Lake County, Florida, according to the plat thereof, as recorded  
3   in Plat Book 1, Pages 28 and 29, Public Records of Lake County, Florida.



## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

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**DATE:** November 26, 2025

**MEETING DATE:** December 16, 2025

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

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#### **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 of 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 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) \_\_\_\_\_ Extension requests shall be accompanied by a completed extension request form, furnished by the City.

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) \_\_\_\_\_ 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.

- L) \_\_\_\_\_ N) Proposed erosion control facilities and the limits of earthwork \_\_\_\_\_ construction, both as to final construction and for protection during \_\_\_\_\_ construction.
- M) \_\_\_\_\_ 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.
- N) \_\_\_\_\_ 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.
- O) \_\_\_\_\_ 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.
- P) \_\_\_\_\_ 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) \_\_\_\_\_ 1) All bulkhead lines;
  - 2) \_\_\_\_\_ 2) Detailed cross-sections showing existing and proposed \_\_\_\_\_ depths;
  - 3) \_\_\_\_\_ 3) Location of hard pan, muck or other unique soil conditions; \_\_\_\_\_ and
  - 4) \_\_\_\_\_ 4) Details of bulkhead construction.

Q) \_\_\_\_\_ 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.



- 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-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 \_\_\_\_\_. ”

B) \_\_\_\_\_ When deemed necessary by the City’s utilities department to \_\_\_\_\_ ensure the proper future expansion of utilities services, a covenant \_\_\_\_\_ document shall be filed with the plat that indicated the following \_\_\_\_\_ statement: “In the future, when a potable water distribution and/or \_\_\_\_\_ wastewater collection system becomes available to service the \_\_\_\_\_ subdivision, service improvements and connection shall be made \_\_\_\_\_ by the Homeowner’s Association or by the property owners.” All \_\_\_\_\_ deeds conveying properties within the subdivision shall reference \_\_\_\_\_ the covenant document.

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:

A) Dedications. The purpose of all reserved areas shown or referred \_\_\_\_\_ to on the plat and of the improvements defined in the dedication. \_\_\_\_\_ All areas reserved for use by the residents of the subdivision and \_\_\_\_\_ all areas or facilities intended for public use, shall be specifically \_\_\_\_\_ dedicated by the owner of the land at the time the plat is recorded. \_\_\_\_\_ All streets, rights-of-way, easements, recreation facilities designed \_\_\_\_\_ to serve more than one property owner shall be dedicated to the \_\_\_\_\_ City or to a private property owner's association in a manner that \_\_\_\_\_ will ensure access to and use by present and future owners of the \_\_\_\_\_ properties to be served. Where private dedications are involved, \_\_\_\_\_ ownership and maintenance association documents shall be \_\_\_\_\_ submitted with the final plat. The dedication shall clearly dedicate \_\_\_\_\_ the private facilities to the association without recourse to the City

\_\_\_\_\_ 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) 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)

---

10

- 24)

---

- B)

- 

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atlawat

- 25)

A) ~~A)~~ The signature, registration number and official seal of the land surveyor certifying the survey data compiled and shown on the plat complies with all of the requirements of Chapter 177, Florida Statutes, as amended, chapter in the following forms:

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~ **CERTIFICATE OF SURVEYOR**

- ~~\_\_\_\_\_~~ KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on \_\_\_\_\_ he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct presentation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed and each P.C.P. will be set as shown thereon as required by Chapter 177, Florida Statutes and Subdivisions and Platting, Chapter \_\_\_\_; and that said land is located in Umatilla, Florida.

~~\_\_\_\_\_~~ Dated: \_\_\_\_\_ Registration No. \_\_\_\_\_,

~~B)~~ ~~B)~~ A ~~\_\_\_\_\_~~ statement ~~\_\_\_\_\_~~ that ~~\_\_\_\_\_~~ permanent ~~\_\_\_\_\_~~ reference ~~\_\_\_\_\_~~ monuments, "P.R.M.", have been set in compliance with Chapter 177, Florida Statutes, as amended; and

~~C)~~ ~~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.

~~26)~~ ~~28)~~ Certificate of approval by the City ~~Council~~Manager. The plat shall contain the approval and signature block for the City ~~Council and the~~

~~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 ~~right of~~ 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 |  |  |  |  |
|--------------|--|--|--|--|

\*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) 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) 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) 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) 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 law<sup>1</sup> for the proposed ordinance.

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

<sup>1</sup> 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**

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**DATE:** November 26, 2025

**MEETING DATE:** December 16, 2025

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

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#### **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 Version 2
  2. BIE Certified Recovery Residence
-

## 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 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 Reasonable Accommodation," to read as follows:

### **SECTION 10. REQUESTS FOR REASONABLE ACCOMMODATION.**

(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) Public 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 Procedures.

1. Requests shall be submitted in writing on a form provided by the City and filed with the Planning Department.
2. All applications shall be date-stamped upon receipt.
3. Within 30 days, the City shall notify the applicant whether the application is complete or whether additional information is required.
4. The City shall provide assistance to applicants as required by federal law and shall not charge any fee for filing or appealing a request.
5. Medical information provided shall be kept confidential to the extent permitted by law.

(d) The application shall include:

1. Applicant and representative contact information;
2. Property address and parcel identification number;
3. A description of the accommodation requested and the specific provision from which relief is sought;
4. An explanation of why the accommodation is necessary to afford equal opportunity for use and enjoyment of the dwelling or facility;
5. A description of the qualifying disability or handicap, consistent with the FHAA and ADA;
6. If the request relates to a certified recovery residence, documentation of state certification under Section 397.487, Florida Statutes;
7. Evidence of compliance with applicable fire, building, and life-safety requirements; and
8. Owner consent and disclosure of ownership interests.

(e) Review and Written Determination.

1. The City Manager or designee shall review the request and issue a written determination within 60 days of receiving a complete application.
2. The determination shall state whether the request is approved, approved with conditions, or denied, and shall include written findings.
3. If the City fails to issue a written determination within 60 days, the request shall be deemed approved, unless the applicant agrees in writing to extend the review period.

(f) Findings Required for Approval. A request for reasonable accommodation may be approved if:

1. The applicant or affected individual is a person with a disability as defined by federal law;
2. The accommodation is reasonable and necessary to afford equal opportunity to use and enjoy housing; and
3. The accommodation will not impose an undue financial or administrative burden on the City or fundamentally alter the City's zoning or land-use program.

(g) 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.

(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 after notice and opportunity to be heard if:

1. Conditions of approval are violated,
2. The use for which the accommodation was granted ceases; or
3. The approval was obtained through materially false information.

(j) 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.** 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, relettered, and the word "ordinance" may be changed to "section," "article," or any other word or phrase in order to accomplish such intention.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 6. Effective Date.** This Ordinance shall be effective immediately upon passage.

**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

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 law<sup>1</sup> for the proposed ordinance.

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

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<sup>1</sup> 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-\_\_, 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**

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**DATE:** November 26, 2025

**MEETING DATE:** December 16, 2025

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

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#### **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
-

## **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 4<sup>th</sup> 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 1<sup>st</sup> 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. 44<sup>th</sup> 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

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By: Christopher Creech, Mayor

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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 law<sup>1</sup> for the proposed ordinance.

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

<sup>1</sup> 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**

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**DATE:** November 26, 2025

**MEETING DATE:** December 16, 2025

**SUBJECT:** First Reading of Ordinance No. 2025-K, Moss Annexation

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#### **BACKGROUND SUMMARY:**

The property owner is requesting annexation of an approximately 11.56-acre site, consisting of 4.92 acres of wetlands/waterbodies and 6.64 acres of uplands. The site currently contains multiple structures, including a barn, barn dominium, pole barn, and covered area. Annexation will bring the site into the City's jurisdiction to allow for proper regulation of existing activities and support the owner's plan to construct a new two-story residence and continue operating Sunset Ranch, an event and wedding venue.

#### **RECOMMENDATIONS:**

Approval of First Reading of Ordinance No. 2025-K, Moss Annexation

#### **FISCAL IMPACTS:**

N/A

#### **ATTACHMENTS:**

1. Attachment #1 Project Review Staff Report\_Moss\_10-31-2025\_SL
  2. Moss Annexation Location Map
  3. Ordinance No. 2025-K, Moss Annexation
  4. business-impact-estimate-\_Ord 2025-K
-

# ATTACHMENT #1

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

### ANNEXATION, SSCPA AND REZONING

**Owner:** Jason and Desiree Moss

**General Location:** South of Keene Road and east of Carrie Lane

**Number of Acres:** 11.56 ± acres

**Existing Zoning:** Agriculture

**Existing Land Use:** Rural Transition (1 unit/5 net acres)

**Proposed Zoning:** Planned Unit Development (PUD)

**Proposed Land Use:** Agriculture (1 unit/acre)

**Date:** October 31, 2025

#### Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for approximately 11.56 ± acre site of which approximately 4.92 ± acres is classified as wetlands/waterbodies and 6.64 ± acres of uplands. There is an existing barn (2,880 sf) which contains restrooms, barn dominium (1,080 sf) which contains a 720 sf living area, a pole barn (1,220 sf), and a 292 sf covered area. The owners would like to construct a 2-story residence. The subject site is currently utilized for events (baby and bridal showers, birthdays, retirement parties, senior luncheons, corporate meetings, reunions, etc.) and wedding venues known as Sunset Ranch. Hours of operation are 8 am to 10 pm, six days a week with Sunday operating hours from 8 am to 6 pm. Wedding ceremonies are typically held outdoors with limited music (approximately 45 minutes) with the reception held indoors (music by DJ, dining, and dancing). Food service is provided by outside carters, local restaurants, and food trucks. There is an onsite dumpster for waste disposal. The site is served by induvial well and septic tanks. The subject site is partially located within the 100-year flood.

|       | Surrounding Zoning | Surrounding Land Use                               |
|-------|--------------------|----------------------------------------------------|
| North | A                  | Rural Transition (1 unit/5 net acres)              |
| South | PUD (Twin Lakes)   | City Residential SF Medium Density (5 units/acres) |
| East  | A                  | Rural Transition (1 unit/5 acres)                  |
| West  | R-2                | City and Rural Transition (1 unit/5 net acres)     |

# ATTACHMENT #1

## Assessment

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### Annexation

The subject site is contiguous to the city limits along the southern property boundary and a portion of the eastern boundary; therefore, is eligible for voluntary annexation.

### Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Rural Transition (1 units/5 net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Agriculture (1 unit/acre) per FLU Policies 1-2.1.1 and 1-2.8.1 on 11.56 ± acres. The existing adjacent Land Uses are City Single Family Medium Density (5 units/acre) and Lake County Rural Transition (1 unit/5 net acre). The subject property is within the City's Utility Service Area.

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

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum residential development potential is 1 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3. The proposed land use of Agriculture allows the maximum development potential of 7 residential units per FLU Policy 1-2.1.2. The net result is an increase of 6 residential units; however, it should be noted that the proposed zoning is Planned Unit Development (PUD) which would limit density.

The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 7 units would assist in meeting this need.

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

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

1. Agriculture - 1 unit/acre. Development shall be limited to detached single-family and agricultural pursuits such as but not limited to grove care taking and maintenance, produce stands, nursery, keeping and grazing of cattle and horses and production of field crops.

#### **Policy 1-1.10.1: Land Use Allocation.**

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

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Land use patterns delineated on the Future Land Use Map shall promote orderly, compact growth. The City shall encourage growth and development in existing developed areas where public facilities and services are presently in place and in those areas where public facilities can provide the most efficient

## ATTACHMENT #1

service. Land shall not be designated for growth and development if abundant undeveloped land is already present within developed areas served by facilities and services.

### *Trip Generation Analysis*

A trip generation analysis was conducted on the existing and proposed land use utilizing a maximum development scenario. The result indicates that the amendment would increase traffic by 55 trips. Keene Road is a local roadway with an adopted LOS of D. Carrie Lane is a 25' Right of Way dedicated to Lake County. 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                       | 7 Units   | 210      | 66          | 7                  | 4              | 3             |
| <b>TOTAL GROSS TRIPS (PROPOSED)</b> |           |          | <b>66</b>   | <b>7</b>           | <b>4</b>       | <b>3</b>      |

\* 11<sup>th</sup> 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                       | 1 Units   | 210      | 10          | 1                  | 1              | 0             |
| <b>TOTAL GROSS TRIPS (EXISTING)</b> |           |          | <b>10</b>   | <b>1</b>           | <b>1</b>       | <b>0</b>      |

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

| Land Use                                     | PM Peak Hour Trips | PM Trips Enter | PM Trips Exit |
|----------------------------------------------|--------------------|----------------|---------------|
| <b>TOTAL NET TRIPS (PROPOSED – EXISTING)</b> | <b>6</b>           | <b>3</b>       | <b>3</b>      |

### *School Impact Analysis*

The amendment will increase school impacts by 2 students as outlined below.

Existing County Land Use Residential Units: 1 SF units

Proposed Development Residential Units: 7 SF units

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

# ATTACHMENT #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         | 1        | 0.140                   | 0                  | 0        | 0.091                   | 0                  | 0           |
| MIDDLE             | 1        | 0.072                   | 1                  | 0        | 0.037                   | 0                  | 1           |
| HIGH               | 1        | 0.100                   | 1                  | 0        | 0.041                   | 0                  | 1           |
| <b>GRAND TOTAL</b> |          |                         |                    |          |                         |                    | <b>2</b>    |

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

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

| SCHOOL             | SF Units | STUDENT GENERATION RATE | STUDENTS GENERATED | MF UNITS | STUDENT GENERATION RATE | STUDENTS GENERATED | GRAND TOTAL |
|--------------------|----------|-------------------------|--------------------|----------|-------------------------|--------------------|-------------|
| ELEMENTARY         | 7        | 0.140                   | 1                  | 0        | 0.091                   | 0                  | 1           |
| MIDDLE             | 7        | 0.072                   | 1                  | 0        | 0.037                   | 0                  | 1           |
| HIGH               | 7        | 0.100                   | 1                  | 0        | 0.041                   | 0                  | 1           |
| <b>GRAND TOTAL</b> |          |                         |                    |          |                         |                    | <b>3</b>    |

## Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area; however, central water is currently not available and the closest connection is over 2,000 feet. The annexation agreement states that the owner will connect to the city's utility when it becomes available. Available means when the city's potable water system comes within 300'. In the meantime, the owner may utilize an individual well. There is an existing 4" well onsite.

# ATTACHMENT #1

## *Sanitary Sewer Analysis*

The subject site is within the City of Umatilla's Utility Service area; however, central sewer is currently not available. The annexation agreement states that the owner will connect to the city's utility when it becomes available. Available means when the city's sanitary sewer system comes within 1,000'. In the meantime, the owner may utilize a septic tank consistent with FLU Policy 1-3.8.2 and PF Policy 4-1.2.2. There is an existing septic tank associated with the enclosed barn and barndominium. A proposed septic tank will be installed for the single family residence.

## *Solid Waste Analysis*

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 15 and the estimated solid waste is 75 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

## *Environmental Analysis*

The subject site is partially located within the 100-year flood plain associated with Twin Lake. Appropriate upland buffers will be required adjacent to wetlands/waterbodies pursuant to the city's land development regulations. Should protected species occur, prior to development appropriate regulatory permits will be required.

## **Rezoning**

The applicant is requesting that the site be rezoned from Lake County Agriculture (A) to City of Umatilla Planned Unit Development (PUD) to allow for event and wedding venue, enclosed barn, barndominium, pole barn and proposed 2-story single family residence. It should be noted that the property owner currently lives in the barndominium while they await the construction of the proposed 2-story single family residence. Future development may include a mother-in-law suite associated with the single family residence, outdoor kitchen, groom's suite to existing barndominium, gazebo for outdoor ceremonies, dock(s) and a pool for the single family residence. The rezoning to PUD is compatible with the adjacent zonings of Agriculture and is consistent with FLU Policy 1-1.11.1: Application of Planned Unit Developments. The agriculture zoning district within Lake County would allow for the event and wedding venue should a Conditional Use Permit be issued by Lake County. It should also be noted that for properties with bonified agriculture activities are exempt from having to obtain zoning approval pursuant to the Chapter 570.85, Florida Statutes.

A 50' upland buffer adjacent to the wetlands will be established pursuant to Chapter 17, Section 4 and a 50' setback from the Ordinary High Water Line (OHWL) for all habitable structures and septic tanks will be a minimum of 100' from the OHWL per Chapter 17, Section 9.

A 20' Type "B" perimeter landscape buffer will be established adjacent to the perimeter upland property boundary per Chapter 15, Section 5 (b).

The event and wedding venue will be subject to the City of Umatilla Noise Ordinance, which regulates specific uses which may create a noise disturbance from the hours of 9:00 pm to 6:00 am. It should be noted that loudspeakers, musical instruments, cd players or similar devices may not create a noise disturbance from the property boundaries. It should also be noted that the wedding venue is subject to the same noise regulations as the adjacent single family homes within the city limits.

The PUD zoning will allow the continued use of the event and wedding venue, residential and limited agricultural pursuits.

# ATTACHMENT #1

## **Recommendation**

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### **Annexation**

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

### **SSCPA**

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

### **Rezoning**

The proposed rezoning of Planned Unit Development (PUD) is consistent with the comprehensive plan and land development regulations as previously outlined. Staff recommends approval.



F J HINSON'S PLAN OF THE TOWN OF ALTOONA

KEENE RD

GIBSON & GOTHERMAN ADD SUB

TWIN LAKES ESTATES PHASE II

TWIN LAKES ESTATES PHASE III TRACT B

TWIN LAKES ESTATES, UMATILLA

TWIN LAKES ESTATES PHASE II TRACT C REPLAT

GIBSON & GOTHERMAN ADD SUB, UMATILLA

TWIN LAKES ESTATES PHASE II, UMATILLA

SILVER BEACH HEIGHTS

FLORIDA ST

TARPON DEVELOPMENT

TWIN LAKE CIR

GRANDRIDGE ESTATES SUB

PALM ST

GLENDALÉ

## ORDINANCE 2025-K

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 11.56 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF KEENE ROAD AND EAST OF CARRIE LANE; PROVIDING FINDINGS; DIRECTING THE CITY CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER, AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been submitted for annexation of approximately 11.56 acres of land generally located south of Keene Road and east of Carrie Lane ("Property") by Jason A. Moss and Desiree M. Moss ("Owner"); and

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

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

**WHEREAS**, the City Council finds that the Property is contiguous to the City of Umatilla, is reasonably compact, and that the annexation will not create any enclaves, all in accordance with Chapter 171, Florida Statutes;

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

**Section 1. Annexation.** The following described property consisting of approximately 11.56 acres of land generally located south of Keene Road and east of Carrie Lane, is hereby incorporated into and made part of the City of Umatilla, Florida. The Property is more particularly described and depicted below and as depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.

**LEGAL DESCRIPTION:** Parcel 1:

Begin 453 feet East of the Northwest (NW) corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 1, Township 18 South, Range 26 East, Lake County, Florida as a Point of Beginning: thence run East 867 feet, thence South 390 feet, thence West to the Lakeshore, to a point that is due East of a point 440 feet South of the POB, thence West to a point that is 440 feet South of the POB, thence North to the POB.

Parcel 2:

That portion of the South 440 feet of the East Quarter (E ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 1, Township 18 South, Range 26 East, Lake County, Florida that lies east of the Lake.

**Alternate Key # 1185203**

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

**Section 3. Severability.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

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

**Section 5. Municipal Utilities.** The Property is located within the City's Chapter 180, Florida Statutes, Utility District. The Owner hereby agrees that the City shall be the sole provider of water and wastewater services to the Property subject to this Ordinance when such services become available subject to the rules and regulations established by State and Federal regulatory agencies, and applicable City ordinances, policies, and procedures. For the purposes of this Section 5, 'available' shall mean when the City's potable water system comes within 300 feet of the private water system or any of the central lines of such private system and when the City's wastewater system comes within 1,000 feet of the private treatment system or any central lines of such private system. Distances shall be measured as a curb line distance within the right of way or the centerline distance within an easement. The Owner further agrees that when the City provides notice that such utilities are available; the owner shall connect to the applicable system within twelve (12) months of the date of the City's written notice.

**Section 6: Scrivener's Errors.** Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

**Section 7.** This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

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

\_\_\_\_\_  
Christopher R. Creech, Mayor  
City of Umatilla, Florida

ATTEST:

Approved as to Form:

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

\_\_\_\_\_  
Jennifer Cotch  
City Attorney

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

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION:**

#### Parcel 1:

Begin 453 feet East of the Northwest (NW) corner of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 1, Township 18 South, Range 26 East, Lake County, Florida as a Point of Beginning: thence run East 867 feet, thence South 390 feet, thence West to the Lakeshore, to a point that is due East of a point 440 feet South of the POB, thence West to a point that is 440 feet South of the POB, thence North to the POB.

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That portion of the South 440 feet of the East Quarter (E  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 1, Township 18 South, Range 26 East, Lake County, Florida that lies east of the Lake.



## **Business Impact Estimate Exemption**

### **Ordinance 2025- K, Moss Annexation**

#### **Summary of Ordinance: ORDINANCE 2025-K**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 11.56 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF KEENE ROAD AND EAST OF CARRIE LANE; PROVIDING FINDINGS; DIRECTING THE CITY CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER, AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

- X      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

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

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



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

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**DATE:** November 26, 2025

**MEETING DATE:** December 16, 2025

**SUBJECT:** First Reading Ordinance No. 2025-K1, Moss SSCPA

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### **BACKGROUND SUMMARY:**

The applicant is seeking a small-scale comprehensive plan amendment to update the land use designation for the 11.56-acre property. This amendment is needed to accommodate the site's current use as an event and wedding venue and to support the proposed construction of a two-story residence. The property includes existing event facilities, operates six days a week, and is partially located in the 100-year flood zone, requiring land use adjustments to ensure consistency with City planning policies.

### **RECOMMENDATIONS:**

Approval of First Reading of Ordinance No. 2025-K1, Moss SSCPA

### **FISCAL IMPACTS:**

N/A

### **ATTACHMENTS:**

1. Attachment #1 Project Review Staff Report\_Moss\_10-31-2025\_SL
  2. Moss Annexation Location Map
  3. Ordinance No. 2025-K1 Moss SSCPA
  4. business-impact-estimate-\_Ord 2025-K1
-

# ATTACHMENT #1

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

### ANNEXATION, SSCPA AND REZONING

**Owner:** Jason and Desiree Moss

**General Location:** South of Keene Road and east of Carrie Lane

**Number of Acres:** 11.56 ± acres

**Existing Zoning:** Agriculture

**Existing Land Use:** Rural Transition (1 unit/5 net acres)

**Proposed Zoning:** Planned Unit Development (PUD)

**Proposed Land Use:** Agriculture (1 unit/acre)

**Date:** October 31, 2025

#### Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for approximately 11.56 ± acre site of which approximately 4.92 ± acres is classified as wetlands/waterbodies and 6.64 ± acres of uplands. There is an existing barn (2,880 sf) which contains restrooms, barn dominium (1,080 sf) which contains a 720 sf living area, a pole barn (1,220 sf), and a 292 sf covered area. The owners would like to construct a 2-story residence. The subject site is currently utilized for events (baby and bridal showers, birthdays, retirement parties, senior luncheons, corporate meetings, reunions, etc.) and wedding venues known as Sunset Ranch. Hours of operation are 8 am to 10 pm, six days a week with Sunday operating hours from 8 am to 6 pm. Wedding ceremonies are typically held outdoors with limited music (approximately 45 minutes) with the reception held indoors (music by DJ, dining, and dancing). Food service is provided by outside carters, local restaurants, and food trucks. There is an onsite dumpster for waste disposal. The site is served by induvial well and septic tanks. The subject site is partially located within the 100-year flood.

|       | Surrounding Zoning | Surrounding Land Use                               |
|-------|--------------------|----------------------------------------------------|
| North | A                  | Rural Transition (1 unit/5 net acres)              |
| South | PUD (Twin Lakes)   | City Residential SF Medium Density (5 units/acres) |
| East  | A                  | Rural Transition (1 unit/5 acres)                  |
| West  | R-2                | City and Rural Transition (1 unit/5 net acres)     |

# ATTACHMENT #1

## Assessment

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### Annexation

The subject site is contiguous to the city limits along the southern property boundary and a portion of the eastern boundary; therefore, is eligible for voluntary annexation.

### Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Rural Transition (1 units/5 net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Agriculture (1 unit/acre) per FLU Policies 1-2.1.1 and 1-2.8.1 on 11.56 ± acres. The existing adjacent Land Uses are City Single Family Medium Density (5 units/acre) and Lake County Rural Transition (1 unit/5 net acre). The subject property is within the City's Utility Service Area.

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

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum residential development potential is 1 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3. The proposed land use of Agriculture allows the maximum development potential of 7 residential units per FLU Policy 1-2.1.2. The net result is an increase of 6 residential units; however, it should be noted that the proposed zoning is Planned Unit Development (PUD) which would limit density.

The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 7 units would assist in meeting this need.

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

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

1. Agriculture - 1 unit/acre. Development shall be limited to detached single-family and agricultural pursuits such as but not limited to grove care taking and maintenance, produce stands, nursery, keeping and grazing of cattle and horses and production of field crops.

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### *Trip Generation Analysis*

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\* 11<sup>th</sup> 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                       | 1 Units   | 210      | 10          | 1                  | 1              | 0             |
| <b>TOTAL GROSS TRIPS (EXISTING)</b> |           |          | <b>10</b>   | <b>1</b>           | <b>1</b>       | <b>0</b>      |

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

| Land Use                                     | PM Peak Hour Trips | PM Trips Enter | PM Trips Exit |
|----------------------------------------------|--------------------|----------------|---------------|
| <b>TOTAL NET TRIPS (PROPOSED – EXISTING)</b> | <b>6</b>           | <b>3</b>       | <b>3</b>      |

### *School Impact Analysis*

The amendment will increase school impacts by 2 students as outlined below.

Existing County Land Use Residential Units: 1 SF units

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| Total                                | 0.312                                 |

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| ELEMENTARY         | 1        | 0.140                   | 0                  | 0        | 0.091                   | 0                  | 0           |
| MIDDLE             | 1        | 0.072                   | 1                  | 0        | 0.037                   | 0                  | 1           |
| HIGH               | 1        | 0.100                   | 1                  | 0        | 0.041                   | 0                  | 1           |
| <b>GRAND TOTAL</b> |          |                         |                    |          |                         |                    | <b>2</b>    |

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

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

| SCHOOL             | SF Units | STUDENT GENERATION RATE | STUDENTS GENERATED | MF UNITS | STUDENT GENERATION RATE | STUDENTS GENERATED | GRAND TOTAL |
|--------------------|----------|-------------------------|--------------------|----------|-------------------------|--------------------|-------------|
| ELEMENTARY         | 7        | 0.140                   | 1                  | 0        | 0.091                   | 0                  | 1           |
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| <b>GRAND TOTAL</b> |          |                         |                    |          |                         |                    | <b>3</b>    |

## Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area; however, central water is currently not available and the closest connection is over 2,000 feet. The annexation agreement states that the owner will connect to the city's utility when it becomes available. Available means when the city's potable water system comes within 300'. In the meantime, the owner may utilize an individual well. There is an existing 4" well onsite.

# ATTACHMENT #1

## *Sanitary Sewer Analysis*

The subject site is within the City of Umatilla's Utility Service area; however, central sewer is currently not available. The annexation agreement states that the owner will connect to the city's utility when it becomes available. Available means when the city's sanitary sewer system comes within 1,000'. In the meantime, the owner may utilize a septic tank consistent with FLU Policy 1-3.8.2 and PF Policy 4-1.2.2. There is an existing septic tank associated with the enclosed barn and barndominium. A proposed septic tank will be installed for the single family residence.

## *Solid Waste Analysis*

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 15 and the estimated solid waste is 75 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

## *Environmental Analysis*

The subject site is partially located within the 100-year flood plain associated with Twin Lake. Appropriate upland buffers will be required adjacent to wetlands/waterbodies pursuant to the city's land development regulations. Should protected species occur, prior to development appropriate regulatory permits will be required.

## **Rezoning**

The applicant is requesting that the site be rezoned from Lake County Agriculture (A) to City of Umatilla Planned Unit Development (PUD) to allow for event and wedding venue, enclosed barn, barndominium, pole barn and proposed 2-story single family residence. It should be noted that the property owner currently lives in the barndominium while they await the construction of the proposed 2-story single family residence. Future development may include a mother-in-law suite associated with the single family residence, outdoor kitchen, groom's suite to existing barndominium, gazebo for outdoor ceremonies, dock(s) and a pool for the single family residence. The rezoning to PUD is compatible with the adjacent zonings of Agriculture and is consistent with FLU Policy 1-1.11.1: Application of Planned Unit Developments. The agriculture zoning district within Lake County would allow for the event and wedding venue should a Conditional Use Permit be issued by Lake County. It should also be noted that for properties with bonified agriculture activities are exempt from having to obtain zoning approval pursuant to the Chapter 570.85, Florida Statutes.

A 50' upland buffer adjacent to the wetlands will be established pursuant to Chapter 17, Section 4 and a 50' setback from the Ordinary High Water Line (OHWL) for all habitable structures and septic tanks will be a minimum of 100' from the OHWL per Chapter 17, Section 9.

A 20' Type "B" perimeter landscape buffer will be established adjacent to the perimeter upland property boundary per Chapter 15, Section 5 (b).

The event and wedding venue will be subject to the City of Umatilla Noise Ordinance, which regulates specific uses which may create a noise disturbance from the hours of 9:00 pm to 6:00 am. It should be noted that loudspeakers, musical instruments, cd players or similar devices may not create a noise disturbance from the property boundaries. It should also be noted that the wedding venue is subject to the same noise regulations as the adjacent single family homes within the city limits.

The PUD zoning will allow the continued use of the event and wedding venue, residential and limited agricultural pursuits.

# ATTACHMENT #1

## **Recommendation**

---

### **Annexation**

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

### **SSCPA**

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

### **Rezoning**

The proposed rezoning of Planned Unit Development (PUD) is consistent with the comprehensive plan and land development regulations as previously outlined. Staff recommends approval.



F J HINSON'S PLAN OF THE TOWN OF ALTOONA

KEENE RD

GIBSON & GOTHERMAN ADD SUB

TWIN LAKES ESTATES PHASE II

TWIN LAKES ESTATES PHASE III TRACT

TWIN LAKES ESTATES, UMATILLA

TWIN LAKES ESTATES PHASE II TRACT G REPLAT

GIBSON & GOTHERMAN ADD SUB, UMATILLA

TWIN LAKES ESTATES PHASE II, UMATILLA

SILVER BEACH HEIGHTS

TARPON DEVELOPMENT

TWIN LAKE CIR

GRAND RIDGE ESTATES SUB

GLENDALÉ

## ORDINANCE 2025-K1

AN ORDINANCE OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, PURSUANT TO SECTION 163.3187(1)(b), FLORIDA STATUTES; AMENDING THE FUTURE LAND USE DESIGNATION OF 11.56 ± ACRES OF LAND FROM LAKE COUNTY RURAL TRANSITION TO CITY AGRICULTURE UNDER THE CITY OF UMATILLA COMPREHENSIVE PLAN; FOR PROPERTY OWNED BY JASON AND DESIREE MOSS GENERALLY LOCATED SOUTH OF KEENE ROAD AND EAST OF CARRIE LANE; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, a petition has been received from Jason A. Moss and Desiree M. Moss (the “Owner”) requesting that the Future Land Use designation of certain real property within the City limits of the City of Umatilla (the “City”) from Lake County Rural Transition to City Agriculture, pursuant to the City’s Comprehensive Plan; and

**WHEREAS**, the proposed Future Land Use amendment is consistent with and furthers the goals, objectives, and policies of the City’s Comprehensive Plan and is compatible with the surrounding land uses; and

**WHEREAS**, the proposed amendment constitutes a small-scale comprehensive plan amendment under Section 163.3187(1)(b), Florida Statutes; and

**WHEREAS**, the City’s Local Planning Agency (LPA) has reviewed the proposed amendment and provided its recommendation to the City Council; and

**WHEREAS**, the City Council conducted public hearings on the proposed amendment, considered the recommendations of the LPA and City staff, and received all public comments, favorable or unfavorable; and

**WHEREAS**, the City finds that the Owner of the Property has been properly notified and that all procedural and substantive requirements of applicable law has been satisfied;

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

**Section 1: Purpose and Intent.** The Future Land Use designation of the following described property, being situated in the City of Umatilla, Florida, is hereby amended from Lake County Rural Transition to City Agriculture, as depicted on Exhibit “A”, attached hereto and incorporated herein by reference.

**LEGAL DESCRIPTION:** Parcel 1:  
Begin 453 feet East of the Northwest (NW) corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 1, Township 18 South, Range 26 East, Lake County, Florida  
as a Point of Beginning: thence run East 867 feet, thence South 390 feet, thence West to the Lakeshore, to a point that is due East of a point 440 feet South of the POB, thence West to a point that is 440 feet South of the POB, thence North to the POB.

Parcel 2:

That portion of the South 440 feet of the East Quarter (E ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 1, Township 18 South, Range 26 East, Lake County, Florida that lies east of the Lake.

**Alternate Key # 1185203**

**Section 2: Implementation.** A certified copy of this Ordinance shall be filed in the City Clerk's office as a permanent record of the City, and that matters and contents therein are made a part of this Ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

The City Clerk is hereby directed to transmit a copy of this Ordinance to the appropriate governmental agencies as required by Chapter 163, Florida Statutes.

The City Manager is hereby authorized and directed to update the City's Comprehensive Plan Future Land Use Map to reflect the amendment adopted herein.

**Section 3: Severability.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4: Conflicts.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**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 31 days after adoption, provided no challenge is filed pursuant to Section 163.3187, Florida Statutes. If this Ordinance is challenged within 30 days after its adoption, this Ordinance shall not become effective until a final order is issued by the state land planning agency or the Florida Administration Commission determining that it is in compliance.

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

\_\_\_\_\_  
Christopher R. Creech, Mayor

ATTEST:

Approved as to Form:

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

\_\_\_\_\_  
Jennifer Cotch  
City Attorney

Ordinance No. 2025-K1

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

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

#### **Parcel 1:**

Begin 453 feet East of the Northwest (NW) corner of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 1, Township 18 South, Range 26 East, Lake County, Florida as a Point of Beginning: thence run East 867 feet, thence South 390 feet, thence West to the Lakeshore, to a point that is due East of a point 440 feet South of the POB, thence West to a point that is 440 feet South of the POB, thence North to the POB.

#### **Parcel 2:**

That portion of the South 440 feet of the East Quarter (E  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 1, Township 18 South, Range 26 East, Lake County, Florida that lies east of the Lake.



## **Business Impact Estimate Exemption**

### **Ordinance 2025- K1, Moss SSCPA**

#### **Summary of Ordinance: ORDINANCE 2025-K1**

**AN ORDINANCE OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, PURSUANT TO SECTION 163.3187(1)(b), FLORIDA STATUTES; AMENDING THE FUTURE LAND USE DESIGNATION OF 11.56 ± ACRES OF LAND FROM LAKE COUNTY RURAL TRANSITION TO CITY AGRICULTURE UNDER THE CITY OF UMATILLA COMPREHENSIVE PLAN; FOR PROPERTY OWNED BY JASON AND DESIREE MOSS GENERALLY LOCATED SOUTH OF KEENE ROAD AND EAST OF CARRIE LANE; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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



## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

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**DATE:** November 26, 2025

**MEETING DATE:** December 16, 2025

**SUBJECT:** First Reading of Ordinance No. 2025-K2, Moss PUD Rezoning

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#### **BACKGROUND SUMMARY:**

The applicant is requesting rezoning of the 11.56-acre property, which contains existing event facilities and is known as Sunset Ranch. Rezoning is necessary to align the site's zoning with its ongoing commercial event operations and the owner's plan to add a new two-story residence. Current uses include weddings, parties, corporate events, and dining activities, with indoor receptions, limited outdoor ceremony music, and onsite waste disposal via dumpster. The rezoning will formalize these uses and ensure appropriate regulation within the City.

#### **RECOMMENDATIONS:**

Approval of First Reading of Ordinance No. 2025-K2, Moss PUD Rezoning

#### **FISCAL IMPACTS:**

N/A

#### **ATTACHMENTS:**

1. Attachment #1 Project Review Staff Report Moss
  2. Moss Annexation Location Map
  3. Ordinance No. 2025-K2, Moss PUD
  4. Development Agreement Moss
  5. business-impact-estimate-\_Ord 2025-K2
-

# ATTACHMENT #1

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

### ANNEXATION, SSCPA AND REZONING

**Owner:** Jason and Desiree Moss

**General Location:** South of Keene Road and east of Carrie Lane

**Number of Acres:** 11.56 ± acres

**Existing Zoning:** Agriculture

**Existing Land Use:** Rural Transition (1 unit/5 net acres)

**Proposed Zoning:** Planned Unit Development (PUD)

**Proposed Land Use:** Agriculture (1 unit/acre)

**Date:** October 31, 2025

#### Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for approximately 11.56 ± acre site of which approximately 4.92 ± acres is classified as wetlands/waterbodies and 6.64 ± acres of uplands. There is an existing barn (2,880 sf) which contains restrooms, barn dominium (1,080 sf) which contains a 720 sf living area, a pole barn (1,220 sf), and a 292 sf covered area. The owners would like to construct a 2-story residence. The subject site is currently utilized for events (baby and bridal showers, birthdays, retirement parties, senior luncheons, corporate meetings, reunions, etc.) and wedding venues known as Sunset Ranch. Hours of operation are 8 am to 10 pm, six days a week with Sunday operating hours from 8 am to 6 pm. Wedding ceremonies are typically held outdoors with limited music (approximately 45 minutes) with the reception held indoors (music by DJ, dining, and dancing). Food service is provided by outside carters, local restaurants, and food trucks. There is an onsite dumpster for waste disposal. The site is served by induvial well and septic tanks. The subject site is partially located within the 100-year flood.

|       | Surrounding Zoning | Surrounding Land Use                               |
|-------|--------------------|----------------------------------------------------|
| North | A                  | Rural Transition (1 unit/5 net acres)              |
| South | PUD (Twin Lakes)   | City Residential SF Medium Density (5 units/acres) |
| East  | A                  | Rural Transition (1 unit/5 acres)                  |
| West  | R-2                | City and Rural Transition (1 unit/5 net acres)     |

# ATTACHMENT #1

## Assessment

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### Annexation

The subject site is contiguous to the city limits along the southern property boundary and a portion of the eastern boundary; therefore, is eligible for voluntary annexation.

### Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Rural Transition (1 units/5 net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Agriculture (1 unit/acre) per FLU Policies 1-2.1.1 and 1-2.8.1 on 11.56 ± acres. The existing adjacent Land Uses are City Single Family Medium Density (5 units/acre) and Lake County Rural Transition (1 unit/5 net acre). The subject property is within the City's Utility Service Area.

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

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum residential development potential is 1 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3. The proposed land use of Agriculture allows the maximum development potential of 7 residential units per FLU Policy 1-2.1.2. The net result is an increase of 6 residential units; however, it should be noted that the proposed zoning is Planned Unit Development (PUD) which would limit density.

The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 7 units would assist in meeting this need.

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

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

1. Agriculture - 1 unit/acre. Development shall be limited to detached single-family and agricultural pursuits such as but not limited to grove care taking and maintenance, produce stands, nursery, keeping and grazing of cattle and horses and production of field crops.

#### **Policy 1-1.10.1: Land Use Allocation.**

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

#### **Policy 1-1.10.2: Promote Orderly, Compact Growth.**

Land use patterns delineated on the Future Land Use Map shall promote orderly, compact growth. The City shall encourage growth and development in existing developed areas where public facilities and services are presently in place and in those areas where public facilities can provide the most efficient

## ATTACHMENT #1

service. Land shall not be designated for growth and development if abundant undeveloped land is already present within developed areas served by facilities and services.

### *Trip Generation Analysis*

A trip generation analysis was conducted on the existing and proposed land use utilizing a maximum development scenario. The result indicates that the amendment would increase traffic by 55 trips. Keene Road is a local roadway with an adopted LOS of D. Carrie Lane is a 25' Right of Way dedicated to Lake County. 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                       | 7 Units   | 210      | 66          | 7                  | 4              | 3             |
| <b>TOTAL GROSS TRIPS (PROPOSED)</b> |           |          | <b>66</b>   | <b>7</b>           | <b>4</b>       | <b>3</b>      |

\* 11<sup>th</sup> 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                       | 1 Units   | 210      | 10          | 1                  | 1              | 0             |
| <b>TOTAL GROSS TRIPS (EXISTING)</b> |           |          | <b>10</b>   | <b>1</b>           | <b>1</b>       | <b>0</b>      |

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

| Land Use                                     | PM Peak Hour Trips | PM Trips Enter | PM Trips Exit |
|----------------------------------------------|--------------------|----------------|---------------|
| <b>TOTAL NET TRIPS (PROPOSED – EXISTING)</b> | <b>6</b>           | <b>3</b>       | <b>3</b>      |

### *School Impact Analysis*

The amendment will increase school impacts by 2 students as outlined below.

Existing County Land Use Residential Units: 1 SF units

Proposed Development Residential Units: 7 SF units

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

# ATTACHMENT #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         | 1        | 0.140                   | 0                  | 0        | 0.091                   | 0                  | 0           |
| MIDDLE             | 1        | 0.072                   | 1                  | 0        | 0.037                   | 0                  | 1           |
| HIGH               | 1        | 0.100                   | 1                  | 0        | 0.041                   | 0                  | 1           |
| <b>GRAND TOTAL</b> |          |                         |                    |          |                         |                    | <b>2</b>    |

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

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

| SCHOOL             | SF Units | STUDENT GENERATION RATE | STUDENTS GENERATED | MF UNITS | STUDENT GENERATION RATE | STUDENTS GENERATED | GRAND TOTAL |
|--------------------|----------|-------------------------|--------------------|----------|-------------------------|--------------------|-------------|
| ELEMENTARY         | 7        | 0.140                   | 1                  | 0        | 0.091                   | 0                  | 1           |
| MIDDLE             | 7        | 0.072                   | 1                  | 0        | 0.037                   | 0                  | 1           |
| HIGH               | 7        | 0.100                   | 1                  | 0        | 0.041                   | 0                  | 1           |
| <b>GRAND TOTAL</b> |          |                         |                    |          |                         |                    | <b>3</b>    |

## Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area; however, central water is currently not available and the closest connection is over 2,000 feet. The annexation agreement states that the owner will connect to the city's utility when it becomes available. Available means when the city's potable water system comes within 300'. In the meantime, the owner may utilize an individual well. There is an existing 4" well onsite.

# ATTACHMENT #1

## *Sanitary Sewer Analysis*

The subject site is within the City of Umatilla's Utility Service area; however, central sewer is currently not available. The annexation agreement states that the owner will connect to the city's utility when it becomes available. Available means when the city's sanitary sewer system comes within 1,000'. In the meantime, the owner may utilize a septic tank consistent with FLU Policy 1-3.8.2 and PF Policy 4-1.2.2. There is an existing septic tank associated with the enclosed barn and barndominium. A proposed septic tank will be installed for the single family residence.

## *Solid Waste Analysis*

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 15 and the estimated solid waste is 75 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

## *Environmental Analysis*

The subject site is partially located within the 100-year flood plain associated with Twin Lake. Appropriate upland buffers will be required adjacent to wetlands/waterbodies pursuant to the city's land development regulations. Should protected species occur, prior to development appropriate regulatory permits will be required.

## **Rezoning**

The applicant is requesting that the site be rezoned from Lake County Agriculture (A) to City of Umatilla Planned Unit Development (PUD) to allow for event and wedding venue, enclosed barn, barndominium, pole barn and proposed 2-story single family residence. It should be noted that the property owner currently lives in the barndominium while they await the construction of the proposed 2-story single family residence. Future development may include a mother-in-law suite associated with the single family residence, outdoor kitchen, groom's suite to existing barndominium, gazebo for outdoor ceremonies, dock(s) and a pool for the single family residence. The rezoning to PUD is compatible with the adjacent zonings of Agriculture and is consistent with FLU Policy 1-1.11.1: Application of Planned Unit Developments. The agriculture zoning district within Lake County would allow for the event and wedding venue should a Conditional Use Permit be issued by Lake County. It should also be noted that for properties with bonified agriculture activities are exempt from having to obtain zoning approval pursuant to the Chapter 570.85, Florida Statutes.

A 50' upland buffer adjacent to the wetlands will be established pursuant to Chapter 17, Section 4 and a 50' setback from the Ordinary High Water Line (OHWL) for all habitable structures and septic tanks will be a minimum of 100' from the OHWL per Chapter 17, Section 9.

A 20' Type "B" perimeter landscape buffer will be established adjacent to the perimeter upland property boundary per Chapter 15, Section 5 (b).

The event and wedding venue will be subject to the City of Umatilla Noise Ordinance, which regulates specific uses which may create a noise disturbance from the hours of 9:00 pm to 6:00 am. It should be noted that loudspeakers, musical instruments, cd players or similar devices may not create a noise disturbance from the property boundaries. It should also be noted that the wedding venue is subject to the same noise regulations as the adjacent single family homes within the city limits.

The PUD zoning will allow the continued use of the event and wedding venue, residential and limited agricultural pursuits.

# ATTACHMENT #1

## **Recommendation**

---

### **Annexation**

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

### **SSCPA**

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

### **Rezoning**

The proposed rezoning of Planned Unit Development (PUD) is consistent with the comprehensive plan and land development regulations as previously outlined. Staff recommends approval.



F J HINSON'S PLAN OF THE TOWN OF ALTOONA

KEENE RD

GIBSON & GOTHERMAN ADD SUB

TWIN LAKES ESTATES PHASE II

TWIN LAKES ESTATES PHASE III TRACT

TWIN LAKES ESTATES, UMATILLA

TWIN LAKES ESTATES PHASE II TRACT C REPLAT

GIBSON & GOTHERMAN ADD SUB, UMATILLA

TWIN LAKES ESTATES PHASE II, UMATILLA

SILVER BEACH HEIGHTS

TARPON DEVELOPMENT

TWIN LAKE CIR

GRAND RIDGE ESTATES SUB

GLENDALÉ

## ORDINANCE 2025-K2

**AN ORDINANCE OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, REZONING APPROXIMATELY 11.56 ± ACRES OF LAND FROM LAKE COUNTY AGRICULTURE TO CITY RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD), FOR PROPERTY OWNED BY JASON AND DESIREE MOSS, GENERALLY LOCATED SOUTH OF KEENE ROAD AND EAST OF CARRIE LANE; APPROVING A MASTER DEVELOPER'S AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING UPDATES TO THE OFFICIAL ZONING MAP: PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been submitted by Jason A. Moss and Desiree M. Moss (the "Owner") requesting that approximately 11.56 acres of land be rezoned from Lake County Agriculture to City Residential Planned Unit Development (PUD);

**WHEREAS**, the petition bears the signature of all required property owners; and

**WHEREAS**, the notice of the proposed rezoning was duly published in accordance with applicable law; and

**WHEREAS**, the City Council has reviewed the petition, the recommendations of City staff, and all comments received at a duly advertised public hearing; and

**WHEREAS**, City Council has determined that the proposed rezoning and accompanying Master Developer's Agreement are consistent with the City's Comprehensive Plan and Land Development Regulations and serve the public health, safety, and welfare;

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

**Section 1: Purpose and Intent.** The zoning classification of the property described below (the "Property") is hereby amended from Lake County Agriculture to Residential Planned Unit Development (PUD), as defined in the City of Umatilla Land Development Regulations. The Property is more particularly described and depicted as set forth below and on "Exhibit A", attached hereto and incorporated herein by reference.

**LEGAL DESCRIPTION:** Parcel 1:

Begin 453 feet East of the Northwest (NW) corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 1, Township 18 South, Range 26 East, Lake County, Florida as a Point of Beginning: thence run East 867 feet, thence South 390 feet, thence West to the Lakeshore, to a point that is due East of a point 440 feet South of the POB, thence West to a point that is 440 feet South of the POB, thence North to the POB.

Parcel 2:

That portion of the South 440 feet of the East Quarter (E ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 1, Township 18 South, Range 26 East, Lake County, Florida that lies east of the Lake.

**Alternate Key # 1185203**

**Section 2: Zoning Classification.** The Property shall be designated as Residential PUD, in accordance with Chapter 6, Section 2(k) of the City of Umatilla Land Development Regulations. The Property shall be developed in accordance with the City's Land Development Regulations and the Master Developer's Agreement, attached hereto as Exhibit "B" and incorporated herein by reference. All conditions, commitments, and representations set forth in the Master Developer's Agreement and any approved development plans shall be binding upon the Owner and any successors in interest.

**Section 3: Zoning Map Amendment.** The City Manager, or designee, is hereby directed to amend, alter, and implement the Official Zoning Map of the City of Umatilla to reflect the designation of the Property as Residential Planned Unit Development (PUD), 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

---

Jennifer Cotch  
City Attorney

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

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

#### **Parcel 1:**

Begin 453 feet East of the Northwest (NW) corner of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 1, Township 18 South, Range 26 East, Lake County, Florida as a Point of Beginning: thence run East 867 feet, thence South 390 feet, thence West to the Lakeshore, to a point that is due East of a point 440 feet South of the POB, thence West to a point that is 440 feet South of the POB, thence North to the POB.

#### **Parcel 2:**

That portion of the South 440 feet of the East Quarter (E  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 1, Township 18 South, Range 26 East, Lake County, Florida that lies east of the Lake.

## MASTER DEVELOPER'S AGREEMENT

This Developer's Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF UMATILLA, a Florida municipal corporation** ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, and **Jason A. Moss and Desiree M. Moss** ("Owner"), whose address is 41705 Carrie Lane, Altoona, Florida, 32702, hereinafter referred to collectively as the "Parties."

### RECITALS

1. The Owner desires to rezone approximately 11.56 ± 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 Owner desires to rezone the Property as set forth herein.
3. The Property is currently located within the City of Umatilla having a Future Land Use designation of "Agriculture" on the City's Future Land Use Map and zoned Lake County Agriculture (A).
4. Owner has filed applications rezoning from Lake County Agriculture (A) to City "Planned Unit Development" for the Property.
5. 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.
6. The City of Umatilla has determined that the rezoning 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.

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

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

**Section 2. Conditions Precedent.** Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any Party unless and until: a) the City adopts an ordinance approving the rezoning 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 "Conceptual Plan" prepared by \_\_\_\_ dated \_\_\_\_ 2025, and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with City's Residential Planned Unit Development (PUD) 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 Unit
- b. Accessory buildings and/or structures
- c. Home Occupations
- d. One (1) accessory dwelling unit
- e. Event/wedding venue, as an accessory commercial use to the residential use of the Property and subject to the operational standards set forth in Section 5.
- f. Short-term Vacation Rental
- g. Bed and Breakfast Inn

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

Setbacks

- 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 1 unit/acre.
- d. The minimum lot size shall be one (1) acre.
- e. The minimum lot width shall be one hundred feet (100').

Accessory dwelling units.

- f. The Owner may utilize the existing accessory dwelling unit as a temporary residence until the detached single-family residence is constructed provided the detached single-family residence is constructed within eighteen (18) months of the effective date of this Agreement; provided, however, that the City Manager may, for good cause shown, grant one (1) extension of such eighteen (18) month period, not to exceed ninety (90) days, by written approval delivered to the Owner prior to the expiration of the initial eighteen (18) month period. If the detached single-family residence is not constructed and issued a certificate of occupancy within eighteen (18) months of the effective date of this Agreement, as it may be extended pursuant to the preceding sentence, the Owner's right to use the existing accessory dwelling unit as a primary residence shall automatically terminate, and such structure shall thereafter be used only as an accessory dwelling unit consistent with this Agreement and the City's Land Development Regulations.
- g. The existing accessory dwelling may be utilized for short-term vacation rental, bed and breakfast inn, honeymoon sweet, or similar use once the detached single-family residence is issued a certificate of occupancy.

Event/Wedding Operating Conditions.

- h. All guests associated with the event and wedding venue shall depart by 10 p.m. EST.
- i. Music shall not create a noise disturbance pursuant to Article IV of the City Code of Ordinances.
- j. A food truck vendor may be utilized in association with the event and wedding venue.
- k. Due to public safety, all special events generating 250 visitors or more shall comply with the Special Event regulations of Article I, Section 6-6 of the Code of Ordinances, regardless of whether or not alcoholic beverages are served.
- l. Any proposed monument sign shall not exceed four feet (4') in height.

- m. 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 Regulations.

**Section 6. Site Access and Transportation Improvements.** Vehicular access to the project site shall be provided by access onto Carrie Lane.

- 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 roadways and streets is authorized. Access to the property may be provided by a twenty-five-foot (25') easement with a minimum of twenty feet (20') of all-weather stabilized surface capable of supporting emergency vehicles connected to Keene Road. The location of any additional easement shall be approved by the City Manager.
- d. 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.

**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 its 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. Owner shall connect to City central sewer within one hundred eighty (180) days after written notice from the City that central sewer service is available within one thousand (1,000) feet of the Property.

**Section 9. Impact Fees.** Owner shall be required to pay impact fees as established by City from time to time, including but not limited to water, police, and fire impact fees, as well as any impact fees adopted after the execution of the Agreement, at the adopted impact fee rate schedule at the time of building permit is 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 and drainage.

**Section 11. Landscaping/Buffers.** A Type "A" landscape buffer shall be installed and maintained along the entire north boundary of the Property, consistent with the City's Land Development Regulations. Such buffer shall be installed prior to issuance of a certificate of occupancy for any structure. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to

comply with all 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 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. In the event of a conflict between this Agreement and the City's Land Development Regulations, the specific standards expressly set forth in this Agreement shall control.

**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:

|                     |                                                                                                                                                                                                           |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>As to City:</b>  | City Manager<br>City of Umatilla<br>P.O. Box 2286<br>Umatilla, FL 32784-2286<br><br>352-669-3125 Telephone                                                                                                |
| <b>Copy to:</b>     | Mayor<br>City of Umatilla<br>P.O. Box 2286<br>Umatilla, Florida 32784-2286<br>352-669-3125 Telephone<br><br>Stone & Gerken, P.A.<br>4850 N. Highway 19A<br>Mount Dora, FL 32757<br>352-357-0330 Telephone |
| <b>As to Owner:</b> | Jason A. and Desiree M. Moss<br>41705 Carrie Lane<br>Altoona, FL 32702<br>352-455-5899                                                                                                                    |
|                     |                                                                                                                                                                                                           |

**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 \_\_\_\_\_, 2026.

**CITY OF UMATILLA, FLORIDA**

By: \_\_\_\_\_  
Christopher Creech, Mayor

ATTEST:

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

**WITNESSES:**

**JASON A. MOSS**

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

\_\_\_\_\_  
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 JASON A. MOSS, who 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: \_\_\_\_\_

**DESIREE M. MOSS**

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

\_\_\_\_\_  
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 DESIREE M. MOSS, 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: \_\_\_\_\_



## **Business Impact Estimate Exemption**

### **Ordinance 2025- K2, Moss Rezoning PUD**

**Summary of Ordinance: AN ORDINANCE OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, REZONING APPROXIMATELY 11.56 + ACRES OF LAND FROM LAKE COUNTY AGRICULTURE TO CITY RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD), FOR PROPERTY OWNED BY JASON AND DESIREE MOSS, GENERALLY LOCATED SOUTH OF KEENE ROAD AND EAST OF CARRIE LANE; APPROVING A MASTER DEVELOPER'S AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING UPDATES TO THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; 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 law<sup>1</sup> for the proposed ordinance.

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

<sup>1</sup> 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:** December 4, 2025

**MEETING DATE:** December 16, 2025

**SUBJECT:** Discussion on City Council Salaries

---

### **BACKGROUND SUMMARY:**

\* This item was moved from the December 2nd meeting.

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.



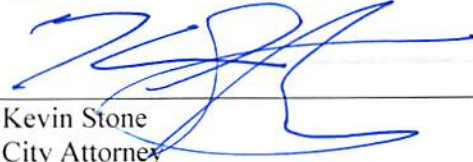
Brian Butler  
Mayor

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<br>Council Member \$150 per month                                                                                                            |
| Clermont           | Mayor \$818 per month<br>Council Members \$692 per month                                                                                                           |
| Eustis             | Mayor \$896 per month<br>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<br>Mayor Pro Tem \$250 month<br>Council Member \$200 month<br>(Looking at doubling these amounts for next year but nothing has been decided yet) |
| Lady Lake          | Mayor \$888.62 per month<br>Commissioner \$802.62 per month                                                                                                        |
| Leesburg           | Mayor \$1,518 per month<br>City Commissioner \$1,086 per month                                                                                                     |
| Mascotte           | Mayor \$708.57 per month<br>Mayor Pro Tem \$579.75 per month<br>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<br>Council Member \$584.21 per month                                                                                                    |

ATTACHMENT #2

## Lake County Council Member Salaries

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tavares  | <p>Current annual Council salary is \$8,407.08, and is based on the following:</p> <p>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</p> |
| Umatilla | <p>Mayor \$500 per month</p> <p>Council Member \$400 per month</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

---

**DATE:** November 4, 2025

**MEETING DATE:** December 16, 2025

**SUBJECT:** Appointment to Lake County League of Cities

---

#### **BACKGROUND SUMMARY:**

The City Council needs to appoint a Director and an Alternate Director for the Lake County League of Cities. Currently, these positions are currently held by Mayor Creech and City Manager Mercer.

The League allows for an elected official to serve as a Director and a non – elected official to be named the Alternate Director. The Director is the voting official for the city, but the Alternate may vote should the Director not attend the meeting. Meetings are held on the second Friday of the month in different cities in Lake County.

#### **RECOMMENDATIONS:**

Appoint a Director and an Alternate Director to serve on the League of Cities Board of Directors for 2025/2026

#### **FISCAL IMPACTS:**

N/A

#### **ATTACHMENTS:**

None

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

---

**DATE:** November 4, 2025

**MEETING DATE:** December 16, 2025

**SUBJECT:** Appointment to the Umatilla Chamber of Commerce Board of Directors

---

### **BACKGROUND SUMMARY:**

The Chamber of Commerce Board of Directors works with a City of Umatilla designee appointed to serve as the City Liaison. City Manager Mercer has been serving in this capacity and has worked with the Chamber of Commerce by representing and coordinating the needs of the business community.

### **RECOMMENDATIONS:**

Appoint a City Liaison to the Chamber of Commerce Board

### **FISCAL IMPACTS:**

N/A

### **ATTACHMENTS:**

None

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## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

---

**DATE:** November 4, 2025

**MEETING DATE:** December 16, 2025

**SUBJECT:** Appointment to Lake-Sumter Metropolitan Planning Organization

---

#### **BACKGROUND SUMMARY:**

The Lake-Sumter MPO Governing Board consists of 29 board members (16 voting and 13 nonvoting) representing the communities of the Lake-Sumter region. Each member government appoints elected representation to the MPO Governing Board, along with an alternate representative. The apportionment of membership on the Lake-Sumter MPO Governing Board includes one voting representative from each of the seven most populated cities in Lake County, including Clermont, Eustis, Lady Lake, Leesburg, Minneola, Mount Dora and Tavares. The seven (7) the least populated cities of Lake County (Astatula, Groveland, Fruitland Park, Howey-in-the-Hills, Mascotte, Montverde, Umatilla), share one at-large vote that rotates alphabetically each year. An At- Large Representative voting position rotates annually among the five (5) Sumter County municipalities of Bushnell, Center Hill, Coleman, Webster and Wildwood. In addition, the five members of the Lake County Board of County Commissioners and two designated County Commissioners from the Sumter County Board of County Commissioners are each voting members. The MPO Governing Board meets nine times during the year on the fourth Wednesday of the month. There are no meetings scheduled for March, July, and November. All meetings are open to the public.

Currently, Council Member Adams serves in the capacity of the MPO representative for the City with no one as the alternate at this time.

#### **RECOMMENDATIONS:**

Appoint two elected officials to serve as the City's Representative and Alternate members for the Lake-Sumter MPO beginning in January 2026.

#### **FISCAL IMPACTS:**

N/A

#### **ATTACHMENTS:**

None

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# Umatilla Public Library FY 24-25

November 2025

## Library Monthly Reports FY 25-26

**Visits (*door count halved*)**

**Checkouts**

**E-Books (digital)**

**Total Circulation**

**FL ILL Received**

**FL ILL Lent**

**New Patrons**

**Patron Computer Sessions**

**Wi-Fi Clients Served**

**Adult Volunteer Hours**

**Attendance Family Programs**

**Attendance Adult Programs**

**Attendance Teen Programs**

**Attendance Juvenile Programs**

**Total # of Programs**

**Meeting room Rental**

**Cash to city (including cc)**

| Nov-25     | Q 1        |
|------------|------------|
| 3,301      | 7,890      |
| 2,328      | 5,137      |
| 558        | 1,146      |
| 2,886      | 6,283      |
| 1          | 2          |
| 3          | 4          |
| 29         | 75         |
| 253        | 743        |
| Not Avail. | Not Avail. |
| -          | -          |
| 69         | 449        |
| 120        | 220        |
| 98         | 204        |
| 243        | 643        |
| 48         | 111        |
| -          | -          |
| \$436.06   | \$1,167.10 |

## Highlights

This month we gave thanks for our patrons, especially our Veterans, with displays and festive programming. Elementary students made "Turkey Donuts" for a delicious afterschool craft. Local author and Umatilla Garden Club member, Robert Peyton, provided a delectable demonstration of recipes from his new cookbook, "The Garlic Gang." Patrons sampled several recipes including a chocolate and garlic truffle.



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

November 25, 2025 through December 1, 2025

## ARREST

|            |               |                           |                                                                   |
|------------|---------------|---------------------------|-------------------------------------------------------------------|
| 11/27/2025 | 11:20<br>a.m. | Harden, Jason<br>Umatilla | Stalking; ADDED: Probable cause violation of probation; Stalking. |
|------------|---------------|---------------------------|-------------------------------------------------------------------|

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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

## REPORTS FILED

|            |               |                                                                                                                                                                                                                                                                             |
|------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11/25/2025 | 3:28<br>p.m.  | Officers responded to the area of Church Street to assist the Lake County Sheriffs Office with a verbal dispute. Parties separated.                                                                                                                                         |
| 11/25/2025 | 7:28<br>a.m.  | Officers were patrolling and came across juveniles vandalizing a vehicle in the area of Devault Street. Both the victim, juveniles and parents were spoken to reference the damages caused. The victim has chosen at this time to not press charges.                        |
| 11/26/2025 | 1:50<br>a.m.  | Officers responded to the Dollar General at 42420 State Road 19 reference a suspicious vehicle. Person checked out and left.                                                                                                                                                |
| 11/26/2025 | 6:42<br>a.m.  | Officers responded to McDonalds located at 400 Hatfield Drive reference a suspicious incident. Customers called concerned regarding the employees as all lights were on and the door was locked. Customers did leave. When officer arrived business was operating normally. |
| 11/26/2025 | 8:39<br>a.m.  | Officers responded to the area of North Central Avenue reference a suspicious vehicle. Officers checked out all was okay.                                                                                                                                                   |
| 11/27/2025 | 12:03<br>a.m. | Officers responded to North Central Avenue reference a person in need of medical attention. They were turned over to EMS.                                                                                                                                                   |
| 11/27/2025 | 9:11<br>p.m.  | Officers responded to a noise complaint in the area of Cassady Street. Music was turned down.                                                                                                                                                                               |
| 11/27/2025 | 9:37<br>p.m.  | Officers responded to the area of Wisteria Avenue reference a suspicious vehicle. Officers checked out with person they were just waiting on a friend. All was okay.                                                                                                        |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

November 25, 2025 through December 1, 2025

## ARREST

|            |            |                                                                                                                                                                                                   |
|------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11/27/2025 | 11:34 p.m. | Officers responded to a noise complaint in the area of Cayman Circle. Music was turned down.                                                                                                      |
| 11/28/2025 | 5:43 p.m.  | Officers responded to a residential alarm in the area of Bear Hammock Drive. All was secure.                                                                                                      |
| 11/30/2025 | 6:21 p.m.  | Officers responded to a fight in progress in the area of East Collins Street in the roadway. Officers located one party and was told it was a verbal dispute and other party was gone on arrival. |
| 12/01/2025 | 4:45 p.m.  | Officers responded to a suspicious vehicle in the area of Cayman Circle. Vehicle was gone on arrival.                                                                                             |

|                          |     |
|--------------------------|-----|
| ARRESTS                  | 1   |
| DISPATCHED CALLS         | 107 |
| TRAFFIC STOPS            | 10  |
| TRAFFIC CITATIONS ISSUED | 2   |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

December 2, 2025 through December 8, 2025

## ARREST

|            |              |                           |                                                                                                                                                                                                                                           |
|------------|--------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12/06/2025 | 4:49<br>a.m. | Dilmore, Kyle<br>Umatilla | Three Counts: Possession of weapon or ammo by convicted felon; Possession controlled substance Meth; Possession controlled substance Fentanyl; Possession marijuana with intent to sell; Weapon offense displaying firearm during felony. |
|------------|--------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

|            |              |                                  |                                             |
|------------|--------------|----------------------------------|---------------------------------------------|
| 12/04/2025 | 2:57<br>p.m. | Braga Ribeiro, Felipe<br>Orlando | Drivers license expired more than 6 months. |
|------------|--------------|----------------------------------|---------------------------------------------|

## REPORTS FILED

|            |               |                                                                                                                                                                                                                                                |  |
|------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 12/03/2025 | 9:54<br>a.m.  | A credit card was found and returned to owner.                                                                                                                                                                                                 |  |
| 12/03/2025 | 10:41<br>a.m. | Officers were flagged down in the area of State Road 19 and Lake Smith Road reference a person needing medical attention. Person was turned over to EMS for transport to Advent Waterman Hospital.                                             |  |
| 12/04/2025 | 7:47<br>a.m.  | Officers responded to a residence in the area of Rose Street reference a verbal dispute. Parties separated.                                                                                                                                    |  |
| 12/04/2025 | 8:25<br>a.m.  | A syringe was found with a dark unknown liquid in it in the area of ball park. Officers placed the syringe into evidence to be disposed of. Due to having no crime or suspect at the time the syringe was discovered, it was not field tested. |  |
| 12/05/2025 | 10:56<br>a.m. | Officers responded to a business alarm at the Umatilla Animal Hospital located at 801 S. Central Avenue. Alarm was accidental.                                                                                                                 |  |
| 12/05/2025 | 2:41<br>p.m.  | Officers responded to Recovery Village located at 633 Umatilla Boulevard reference a person needing medical attention. Person was turned over to EMS for transport to Advent Waterman.                                                         |  |
| 12/06/2025 | 3:17<br>p.m.  | Officers responded to a residence in the area of Blanche Avenue reference a verbal dispute.                                                                                                                                                    |  |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

December 2, 2025 through December 8, 2025

## ARREST

|                          |              |                                                                                                                                    |
|--------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------|
| 12/06/2025               | 9:15<br>p.m. | Officers responded to the area of Kristin Court reference a verbal dispute in progress. Dispute was verbal only parties separated. |
| 12/08/2025               | 3:21<br>p.m. | Officers assisted the Department of Children and Families at a residence in the area of East Collins Street to commence a case.    |
|                          |              |                                                                                                                                    |
| ARRESTS                  |              | 2                                                                                                                                  |
| DISPATCHED CALLS         |              | 123                                                                                                                                |
| TRAFFIC STOPS            |              | 27                                                                                                                                 |
| TRAFFIC CITATIONS ISSUED |              | 2                                                                                                                                  |