



UMATILLA CITY COUNCIL MEETING

May 19, 2026 at 6:00 PM

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

AGENDA

Please silence your electronic devices

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

ROLL CALL

AGENDA REVIEW

MINUTES REVIEW

1. Approval of Meeting Minutes
- May 5, 2026, Regular City Council Minutes

PRESENTATIONS

PUBLIC COMMENT

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

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

CONSENT AGENDA

2. Declaration of Surplus Items
- Public Work Vehicles

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

NEW BUSINESS

3. Resolution No. 2026-08, City Manager Authorized to Sign Grant Applications
4. Vacant Land Listing Agreement with the City of Umatilla and Bryant Properties Inc. for Lake Fern Industrial Lots

REPORTS

5. 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

May 5, 2026 at 6:00 PM

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

MINUTES

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech called the Regular City Council Meeting to order at 6:00 p.m., led the Pledge of Allegiance, and delivered the invocation.

ROLL CALL

MEMBERS PRESENT

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

NOT PRESENT

ALSO PRESENT

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

AGENDA REVIEW

City Manager Mercer requested a change to the agenda order, moving Item 4 ahead of Item 3.

MOTION BY VICE MAYOR DURBIN TO APPROVE THE AGENDA WITH STATED CHANGES; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

MINUTES REVIEW

1. Approval of Meeting Minutes
- April 21, 2026, Regular City Council Minutes

MOTION BY COUNCIL MEMBER FETTEROLF TO APPROVE APRIL 21, 2026, REGULAR CITY COUNCIL MINUTES; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

PRESENTATIONS

2. Umatilla High School Scholarship Awards

Mayor Creech reported that for the 2026 scholarship cycle, City Council awarded two scholarships of \$1,500 each. A total of 25 applications were received and individually reviewed and scored by Council members based on academic performance, extracurricular involvement, and essay responses. Ms. Chloe Sebree and Ms. Emily Snow were selected as recipients for their strong academics, leadership, and community involvement.

3. Request from Anette Vazquez for Code Enforcement Lien Reduction — 546 Guerrant Street

*This item was heard as number 4.

Attorney Cotch administered the oath to all individuals providing testimony on agenda items for the meeting.

Mr. Mike Vazquez addressed Council regarding the mental health of his child who resides at the property. He stated that the notices of violation were not received, as they were sent to an incorrect address, and requested copies of the documents. He further requested that the matter be continued to a future meeting to allow time to review the information.

4. Fraternal Order of Eagles Donation towards a K9-Police Officer

*This item was heard as number 3.

Police Chief David Seeley provided a presentation on establishing a Police K-9 Officer program. The presentation outlined the operational need based on calls for service, compared the costs, training requirements, and capabilities of a patrol dog versus a single-purpose dog, and noted that initial funding and ongoing maintenance will be presented during the FY 2026–2027 budget process.

Following the presentation, Ms. Rhonda Locklear, President of the Fraternal Order of Eagles, presented a donation in the amount of \$7,664 to the City to assist with the purchase of a K-9.

5. Closing of Owen Lane

City Manager Mercer reported that residents along Owens Lane and Crescent Street have requested consideration of closing Owens Lane due to ongoing concerns regarding poor road conditions, including potholes, ruts, and excessive dust caused by traffic traveling to nearby destinations. He noted that residents would present their request, and any action to close the road would require Council approval through an ordinance.

Mike Straughan, 595 Crescent Street, addressed Council and provided an overview of the residents' concerns and desired improvements. He stated that residents are seeking to reduce the amount of traffic on the road, citing excessive dust, speeding vehicles, safety concerns, and poor road conditions, including potholes.

Discussion ensued regarding the City's maintenance map, noting that while the City maintains the roadway, there is no defined right-of-way at the edge of the road.

Calvin Mitchell addressed Council and stated that the condition of the road is inadequate, noting that it is not

suitable for two lanes of traffic. He expressed safety concerns, stating that vehicles are driving onto private property and that the conditions prevent his child from safely playing in the front yard.

Council discussion ensued, noting that the issue has existed since the late 1960s. Council expressed interest in hearing from additional stakeholders and requested information regarding the number of homes located along the roadway, noting that homes have access from multiple routes. Concerns were also raised regarding emergency access, including fire trucks and hydrant services, which must remain operational. Council indicated that additional information is needed and expressed a desire to hear from all affected residents before making a decision

Chester Dixon, 530 West Ocala Street, addressed Council and spoke on the poor condition of the road, noting excessive dust and stating that it prevents residents from comfortably sitting outside on their porches.

Hershell Womble, 521 Owens Lane, addressed Council and stated that traffic has significantly increased over the past eight years. He expressed concern that paving the road could make conditions more dangerous and noted that the road is frequently used as a shortcut to the elementary school. He stated his preference for closing the road and added that attempts to address school-related traffic concerns have not been successful, citing lack of funding and limited action from the School Board.

Skott Jensen spoke regarding the safety concerns on the roadway, stating that his father-in-law uses a wheelchair and is unable to safely go outside. He stated that if neighboring residents do not want the road closed, he would request that the roadway at minimum be brought up to standard and designated as a school zone. Mr. Jensen stated that he takes the matter personally because he does not feel his family is safe and believes the School Board should have previously addressed the issue as a safety concern.

Charysee Womble, 521 Owens Lane, addressed Council and expressed concerns regarding excessive dust from traffic, stating that it prevents her grandchildren from safely playing outside and accessing neighborhood activities such as the ice cream truck. She also noted that she has respiratory issues and that the dust has negatively impacted her health.

Council discussion ensued regarding the need for a future meeting to further evaluate the matter in more detail, including what a potential road closure would look like and alternatives to keeping the road open. Council indicated that additional time, approximately four weeks or more, may be needed to gather information and continue the discussion.

PUBLIC COMMENT

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

CONSENT AGENDA

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

6. * Tabled from April 21, 2026 Final Reading of Ordinance No. 2026-C, Twin Lakes PUD Amendment

City Attorney Cotch read the Ordinance by title

ORDINANCE 2026-C

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE NO. 1998-J, AS AMENDED, TO ADOPT A MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT CONSISTING OF 67.41 ± ACRES FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY TWIN LAKES RESERVE & GOLF CLUB, INC. LOCATED SOUTH OF KEENE ROAD AND WEST OF SR 19; AMENDING THE OPEN SPACE; REPLACING THE GOLF PRO SHOP WITH A 40-BED ASSISTED LIVING FACILITY; AMENDING THE CONCEPTUAL SITE PLAN; 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.

Mayor Creech asked Attorney Cotch whether there had been any changes since first reading. Attorney Cotch stated there were no changes and advised that the testimony could be carried over. Attorney Cotch then inquired about any ex parte communications, there were none.

Ms. Turner stated there had been significant negotiations between both attorneys regarding the Development Agreement, including adjustments to the landscape buffer requirements. She noted one additional proposed change to Section 14, which would require the owner to relocate the mailboxes.

Kelly Turner, on behalf of the applicant, discussed the proposed 8-foot-tall opaque wall and addressed provisions within the Development Agreement related to the 35-foot building height. She stated the applicant has indicated the development will consist of only one story; however, the agreement currently references two stories, and she requested that language be removed. She further stated that all open space areas will be platted and that discussions regarding maintenance responsibilities are still ongoing.

Mayor Creech opened public

Mr. Colden stated that the HOA Association has not taken a vote on the matter and expressed concern that there are still many loose ends remaining. He asked that the applicant be informed that they are prepared to purchase it, but reiterated that several outstanding issues still need to be resolved.

HOA President Bill Smith stated that residents were invited to attend the meeting and provide input on the matter. He explained that the HOA Board voted to move forward with the proposal and that a vote of the residents was not required. Mr. Smith further stated that negotiations are ongoing regarding the access road, signage, and the open space areas.

Susan Solnich, 101 Twin Lake Circle, stated that the matter got off to a bad start and acknowledged that “it is what it is.” She commented that while officials may hear residents’ concerns, they are not actively listening, and stated that she does not believe the proposal is a good thing for the community.

Mayor Creech closed public comment

Council discussed the legal considerations surrounding the request and acknowledged the difficulty of the decision. Discussion included amending the ordinance to limit the development to one story with a maximum height of 25 feet, and a motion was made to that effect.

MOTION BY VICE MAYOR DURBIN TO APPROVE ORDINANCE NO. C, TWIN LAKES PUD AMENDMENT WITH AMENDING DEVELOPMENT AGREEMENT TO HAVE THE BUILDING BE ONE STORY WITH A MAXIMUM HEIGHT OF 25 FEET; SECONDED BY COUNCIL MEMBER ADAMS. MOTION PASSED BY A ROLL CALL VOTE.

Vice Mayor Durbin	YES
Council Member Adams	YES
Council Member Fetterolf	NO
Council Member Crockett	YES
Mayor Creech	YES

NEW BUSINESS

7. Resolution No. 2026-04, FAA Airport Improvement Program (AIP) Project No. 3-12-0026-019-2026 for Taxiway and Taxilane Rehabilitation Design at Umatilla Municipal Airport

City Attorney Cotch read the Resoultion by title.

RESOLUTION NO. 2026-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, ACCEPTING A GRANT OFFER FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT THE UMATILLA MUNICIPAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT; PROVIDING FOR COMPLIANCE WITH GRANT REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Jack Thompson, with AVCON, provided a summary of the airport project, which includes the design and permitting for rehabilitation of the taxiways and taxilanes serving the midfield terminal area, including access to the self-service fuel facility and hangar area. He stated the project will include updates to taxiway geometry, paving, grading, drainage, airfield lighting, and pavement markings, along with required stormwater permitting through the St. Johns River Water Management District. Mr. Thompson noted that project funding will be provided through the FAA Airport Improvement Program and a forthcoming FDOT Public Transportation Grant Agreement.

MOTION BY VICE MAYOR DURBIN TO APPROVE RESOLUTION NO. 2026-06 ,FAA AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT NO 3-12-0026-019-2026 FOR TAIXWAY AND TAXILANE REHABILITATION DESIGN AT UMATILLA MUNICIPAL AIRPORT; SECONDED BY COUNCIL MEMEBER CROCKETT. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

8. Partnership Agreement extension with the City of Umatilla and the Umatilla Chamber of Commerce

City Manager Mercer provided an overview of the Partnership Agreement between the City and the Umatilla Chamber of Commerce, which was approved by the City Council on February 18, 2025, to support economic development, business engagement, and community initiatives. He stated the original agreement was for a one-year term and explained that if the City wishes to continue the partnership, a new agreement must be approved. Mr. Mercer noted staff is recommending the agreement include automatic one-year renewals, contingent upon available funding. He further explained that either party may terminate the agreement with or without cause upon 30 days written notice, with the City only responsible for a prorated payment for services rendered through the termination date.

Discussion ensued regarding the work the Chamber of Commerce has accomplished for the community. It was noted that under the leadership of Charelle Burgess, Chamber membership has grown to approximately 150 members. Discussion also included removing the automatic renewal provision from the proposed agreement.

MOTION BY COUNCIL MEMBER FETTEROLF TO APPROVE THE PARTNERSHIP AGREEMENT EXTENSION WITH THE CITY OF UMATILLA AND THE UMATILLA CHAMBER OF COMMERCE WITH THE AUTOMATIC RENEWAL PROVISION TAKEN OUT; SECONDED BY VICE MAYOR DURBIN. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

REPORTS

9. Staff Reports

Fire Chief Shane Lanoue reported that the department responded to 114 calls during the previous month, totaling approximately 51 hours on calls. He also highlighted recent major events and stated that crews completed approximately 185 hours of brush fire training.

Assistant City Manager Bolton provided an update on the Emergency Operations Center and discussed recent training efforts that had been completed.

City Manager Mercer reported that the City received a \$100 grant related to Water Plant No. 2 and stated the project is currently under construction, with anticipated completion around September or October.

City Attorney Cotch reported that she has been reviewing bills signed by the Governor and meeting with staff regarding the new legislation. Discussion also ensued concerning the proposed property tax bill.

City Council Member Fetterolf had nothing to report.

City Council Member Crockett had nothing to report.

Mayor Creech spoke about touring Meaningful Milestones and stated that the experience was eye-opening. He highly encouraged others to visit the organization and learn more about its services and programs.

Vice Mayor Durbin commented that the scholarship application process was wonderful and expressed appreciation for how the process was handled.

Council Member Adams had nothing to report.

Chief Seeley had nothing to report.
Ms. Frazier had nothing to report.

Mr. Nilson reported that work related to the sidewalk at the Atkison property is planned to occur after school concludes. He also stated that the central lift station is expected to be online soon.

Clerk Burnham had nothing to report.

Ms. Stulz presented and displayed the time capsules, providing an overview of the project and its significance to the community.

Ms. Lambert had nothing to report.

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 8:01 p.m.

Christopher R Creech, Mayor

Jessica Burnham, CMC, FCRM
City Clerk



**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: May 4, 2026

MEETING DATE: May 19, 2026

**SUBJECT: Declaration of Surplus Items
- Public Work Vehicles**

BACKGROUND SUMMARY:

When the city has items that no longer hold value or have exceeded their useful life, City Council is asked to declare such items as surplus so they may be donated or sold to another agency for further use as the buyer or recipient sees fit.

The following vehicles have exceeded their useful life:

- P3 – 2007 FORD F150 – 1FTRF12W97KD41697 – miles, age, replaced
- P5 – 2013 FORD F150 – 1FTMF1CM5DFC28714 – miles, age, mechanical issues, replaced
- P14 – 2009 FORD F150 – 1FTRF12W79KC42556 – miles, age, mechanical issues, replaced
- P67 – 2019 FORD F150 – 1FTMF1C54KKC71678 – miles, mechanical issues, replaced
- P72 – 2005 GMC 2500 – 1GTHK24UX5E292191 – miles, age, replaced

RECOMMENDATIONS:

Approval of Declaration of Surplus Items

FISCAL IMPACTS:

N/A

ATTACHMENTS:

None



**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE:

MEETING DATE: May 19, 2026

SUBJECT: Resolution No. 2026-08, City Manager Authorized to Sign Grant Applications

BACKGROUND SUMMARY:

The City of Umatilla actively seeks grant funding opportunities from federal, state, regional, local, and private sources to support a wide range of municipal initiatives, including public projects, infrastructure improvements, planning efforts, public safety, parks, utilities, and economic development.

Many grant programs require the submission and execution of applications, certifications, assurances, agreements, amendments, and other related documents by an authorized representative of the City. In order to improve administrative efficiency and ensure timely submission of grant opportunities, it is beneficial to designate authority for execution of such documents.

Staff recommends authorizing the City Manager, or designee, to execute and submit grant-related documents on behalf of the City. This authorization would be limited to administrative actions necessary to apply for and manage grant opportunities and would not constitute approval of expenditures or financial obligations that require separate City Council approval in accordance with applicable law or City policy.

RECOMMENDATIONS:

Approval of Resolution No. 2026-08, City Manager Authorized to Sign Grant Applications

FISCAL IMPACTS:

ATTACHMENTS:

None

RESOLUTION NO. 2026-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT GRANT APPLICATIONS, RELATED DOCUMENTS, AND AGREEMENTS ON BEHALF OF THE CITY FOR CERTAIN GRANT FUNDING OPPORTUNITIES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla, Florida (“City”), desires to pursue grant funding opportunities from federal, state, regional, local, and private funding sources to support public projects, infrastructure, planning, public safety, parks, utilities, economic development, and other municipal purposes; and

WHEREAS, various grant programs require the submission and execution of applications, certifications, assurances, agreements, amendments, and related documents by an authorized representative of the City; and

WHEREAS, the City Council finds that authorizing the City Manager to execute and submit such documents will promote administrative efficiency and facilitate timely application for available funding opportunities; and

WHEREAS, the City Council desires to authorize the City Manager, or designee, to execute grant-related documents on behalf of the City, provided that such authorization does not constitute approval of expenditures or obligations requiring separate City Council approval under applicable law or City policy.

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

Section 1. Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are incorporated herein by this reference.

Section 2. Authorization. The City Manager, or designee, is hereby authorized to:

- (a) Execute and submit grant applications and related supporting documents on behalf of the City to federal, state, regional, local, and private funding agencies and organizations;
- (b) Execute certifications, assurances, acknowledgements, and other documents required for grant application submission and processing;
- (c) Execute grant agreements, amendments, reimbursement requests, reporting documents, and other administrative documents necessary to accept and administer awarded grant funds, provided that:

(i) acceptance of the grant does not require a local match or expenditure not previously approved by the City Council; and

(ii) the grant conditions do not materially obligate the City beyond the approved budget or conflict with applicable law.

Section 3. City Council Approval Required. Nothing herein shall authorize the City Manager to:

- (a) Bind the City to any expenditure, matching requirement, indebtedness, or contractual obligation requiring City Council approval under the City Charter, Code of Ordinances, purchasing policies, or applicable law; or
- (b) Execute any agreement requiring appropriation of funds not previously approved by the City Council.

Any such matters shall remain subject to separate approval by the City Council.

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

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

PASSED AND ADOPTED this 19th day of May 2026, by the City Council of the City of Umatilla, Florida.

CITY OF UMATILLA, FLORIDA

Christopher R. Creech, Mayor

ATTEST:

Jessica Burnham, City Clerk, CMC, FCRM

Approved as to form:

Jennifer Cotch, City Attorney



CITY OF UMATILLA
AGENDA ITEM STAFF REPORT

DATE: May 11, 2026

MEETING DATE: May 19, 2026

SUBJECT: Vacant Land Listing Agreement with the City of Umatilla and Bryant Properties Inc. for Lake Fern Industrial Lots

BACKGROUND SUMMARY:

As directed by the City Council, the City Manager interviewed two local real estate brokers regarding the listing of parcels in the Lake Fern Industrial Park. Mr. Paul Bryan of Bryan Properties, Inc of Umatilla is recommended to fulfill this duty for the City. Mr. Bryan has over 35 years of experience listing and selling properties as well as recruiting and retaining businesses.

A listing agreement is provided for the Council's consideration. This standard real estate listing agreement is for one year, however, additional provisions added will allow the City to cancel the agreement at anytime without penalty. Further, the City reserves the right to reject any offers regardless of price that the city believes would not meet the job creation requirements of the Governor's Job Growth Grant conditions.

RECOMMENDATIONS:

Approval of a one-year listing agreement with Bryan Properties, Inc.

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. City of Umatilla Listing Agreement
-

Vacant Land Listing Agreement



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
2* _____ City of Umatilla, Florida _____ ("Seller")
3* and brokerage _____ Bryan Properties Inc _____ ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property
5 (collectively "Property") described below, at the price and terms described below, beginning
6* June 1, 2026 and terminating at 11:59 p.m. on May 31, 2027 ("Termination Date"). Upon
7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will
8 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge
9 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,
10 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local
11 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

12 **2. Description of Property:**
13* (a) **Street Address:** Lake Ferns Road _____

14 _____
15* Legal Description: To be determined and supplied by the city _____
16* See Attachment _____

17 (b) **Personal Property,** including storage sheds, electrical (including pedestal), plumbing, septic systems, water
18 tanks, pumps, solar systems/panels, irrigation systems, gates, domestic water systems, gate openers and
19 controls, fencing, timers, mailbox, utility meters (including gas and water), windmills, cattle guards, existing
20* landscaping, trees, shrubs, and lighting: _____
21* See Attachment _____

22 (c) **Occupancy:**
23* Property is is not currently occupied by a tenant. If occupied, the lease term expires _____.

24 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

25* (a) **Price:** \$ _____

26* (b) **Financing Terms:** Cash Conventional VA FHA USDA Other (specify) _____
27* Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ _____
28* with the following terms: _____

29* Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ _____ plus
30* an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in
31* _____, at an interest rate of _____% fixed variable (describe) _____.

32* Lender approval of assumption is required is not required unknown. **Notice to Seller:** You may
33 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your
34 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required
35 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

36 (c) **Seller Expenses:** Seller will pay mortgage discount, other closing costs, or concessions not to exceed
37* \$0.00 _____ and any other expenses Seller agrees to pay in connection with a transaction.

38 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property until a sales
39 contract is pending on the Property. Broker's office policy is to cooperate with all other brokers except when not in
40 Seller's best interest.

41 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller
42 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is
43 obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller
44 directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price,
45 terms, and financing information on any resulting sale for use by authorized Board / Association members and
46 MLS participants and subscribers unless Seller directs Broker otherwise in writing. The Seller and Broker agree
47 to adhere to each local MLS's policies and further agree to execute any applicable forms as necessary.

48 **6. Broker Authority:** Seller authorizes Broker to:
49 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless
50 limited in (6)(a)(i) or (6)(a)(ii) below.

Seller (_____) (_____) and Broker/Authorized Associate (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 4.
The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via
any field in the Multiple Listing Service.

- 51 (Seller opt-out) (Check one if applicable)
- 52* (i) Display the Property on the Internet except the street address.
- 53* (ii) Seller does not authorize Broker to display the Property on the Internet.
- 54 Seller understands and acknowledges that if Seller selects option (ii), consumers who search for listings on
- 55 the Internet will not see information about the Property in response to their search.
- 56* _____/_____ Initials of Seller
- 57 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller
- 58 signs a sales contract) and use Seller's name in connection with marketing or advertising the Property.
- 59 (c) Obtain information relating to the present mortgage(s) on the Property.
- 60 (d) Provide objective comparative market analysis information to potential buyers.
- 61* (e) (Check if applicable) Use a lock box system and/or gate code to show and access the Property. A lock
- 62 box or gate does not ensure the Property's security. Seller is advised to secure or remove valuables. Seller
- 63 agrees that the lock box or gate is for Seller's benefit and releases Broker, persons working through Broker,
- 64 and Broker's local Realtor Board / Association from all liability and responsibility in connection with any
- 65* damage or loss that occurs. Withhold verbal offers. Withhold all offers once Seller accepts a sales
- 66 contract for the Property.
- 67 (f) Act as a transaction broker unless a different relationship is or has been established in writing.
- 68 (g) Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These
- 69 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or
- 70 reviews and comments about a property may be displayed in conjunction with a property on some VOWs.
- 71 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews
- 72 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or
- 73 comments and reviews about this Property.
- 74* Seller does not authorize an automated estimate of the market value of the listing (or a hyperlink to such
- 75 estimate) to be displayed in immediate conjunction with the listing of this Property.
- 76* Seller does not authorize third parties to write comments or reviews about the listing of the Property (or
- 77 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.
- 78 7. Seller Obligations and Representations: In consideration of Broker's obligations, Seller agrees to:
- 79 (a) Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to
- 80 Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
- 81 (b) Provide Broker accurate information about the Property of which Seller may be aware, including but not
- 82 limited to utility availability, presence of or access to water supply, sewer or septic system, problems with
- 83 drainage, grading or soil stability, environmental hazards, commercial or industrial nuisances (noise, odor,
- 84 smoke, etc.), utility or other easements, shared driveways, encroachments from or on adjacent property,
- 85 zoning, wetland, flood hazard, tenancies, cemetery/grave sites, abandoned well, underground storage tanks,
- 86 presence of protected species, or nests of protected species.
- 87 (c) Provide Broker access to the Property and make the Property available for Broker to show during reasonable
- 88 times.
- 89 (d) Inform Broker before leasing, mortgaging, or otherwise encumbering the Property.
- 90 (e) Indemnify Broker and hold Broker harmless from losses, damages, costs, and expenses of any nature,
- 91 including attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller's
- 92 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box or gate code;
- 93 (3) the existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a
- 94 broker who was not compensated in connection with a transaction is entitled to compensation from Broker.
- 95 This clause will survive Broker's performance and the transfer of title.
- 96 (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
- 97 (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not
- 98 readily observable or known by the buyer. Seller certifies and represents that Seller knows of no such
- 99 material facts (local government building code violations, unobservable defects, etc.) other than the following:
- 100* _____
- 101 Seller will immediately inform Broker of any material facts that arise after signing this Agreement.
- 102 (h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting
- 103 requirements, and other specialized advice.
- 104 (i) Seller represents that Seller is not aware of any notice of default recorded against the Property; any
- 105 delinquent amounts due under any loan secured by or other obligation affecting the Property; any bankruptcy,
- 106 foreclosure, insolvency, or similar proceeding affecting the Property; any litigation, arbitration, administrative
- 107 action, government investigation, or other action that affects or may affect Seller's ability to transfer the

Seller (_____) (_____) and Broker/Authorized Associate (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 4. The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.

108 Property; any current, pending, or proposed special assessments affecting the Property; any planned public
109 improvements which may result in special assessments; or any mechanics' liens or material supplier liens
110 against the Property.

111 **8. Compensation:** Seller will compensate Broker as specified below for procuring a buyer who is ready, willing,
112 and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other
113 terms acceptable to Seller. Seller will pay Broker as follows:

114* (a) _____ 6% of the total purchase price plus \$ _____ OR \$ _____, no
115 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's
116 fee being earned.

117* (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option
118 is exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this
119 subparagraph.

120* (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or
121 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a
122 contract granting an exclusive right to lease the Property.

123 (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by
124 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether
125 the buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the
126 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to
127* cancel an executed sales contract. (3) If, within 120 days after Termination Date ("Protection Period"),
128 Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom
129 Seller, Broker, or any real estate licensee communicated regarding the Property before Termination Date.
130 However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another
131 broker.

132* (e) **Retained Deposits:** As consideration for Broker's services, Broker is entitled to receive _____ 50% (50% if
133 left blank) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to
134 exceed the Paragraph 8(a) fee.

135 (f) **Brokerage commissions are not set by law and are fully negotiable.**

136 **9. Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission
137 Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage
138 agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The
139 broker's lien rights under the act cannot be waived before the commission is earned.

140 **10. Compensation to Other Brokers: Notice to Seller: Brokerage commissions are not set by law and are fully
141 negotiable.** Seller is advised and is aware that:

142 a. Seller may, but is not required to, compensate a buyer's broker upon closing.

143 b. Seller may choose to enter into a separate written agreement to pay buyer's broker or may approve Broker
144 to pay buyer's broker.

145 c. Seller approves the following (check one; if no option is checked then option "(iii)" is deemed to be selected:

146* i. Seller authorizes Broker to offer compensation to buyer's broker in the amount of: _____ 3%
147* of the purchase price or \$ _____. This compensation will be set forth in a separate
148 written agreement between Broker and buyer's broker.

149* ii. Seller authorizes Broker to communicate Seller's offer of compensation to buyer's broker in
150* the amount of: _____ 3% of the purchase price or \$ _____. This compensation will be
151* set forth in a separate written agreement between Seller and buyer's broker.

152* iii. No compensation will be offered to buyer's broker.
153

154 **11. Conditional Termination:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If
155 Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct
156* expenses incurred in marketing the Property, and pay a cancellation fee of \$0.00 _____ plus
157 applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph
158 8(a) less the cancellation fee if Seller transfers or contracts to transfer the Property or any interest in the Property
159 during the time period from the date of conditional termination to Termination Date and Protection Period, if
160 applicable.
161

Seller (_____) (_____) and Broker/Authorized Associate (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 4.
The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via
any field in the Multiple Listing Service.

162 **12. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other
163 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
164 settled by first attempting mediation under the rules of the American Mediation Association or other mediator
165 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover
166 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:
167* **Arbitration:** By initialing in the space provided, **Seller** (____) (____), and **Broker or Authorized Associate** (____)
168 agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in
169 which the Property is located in accordance with the rules of the American Arbitration Association or other
170 arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision
171 of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and
172 will equally split the arbitrator's fees and administrative fees of arbitration.

173 **13. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives,
174 administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This
175 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations
176 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and
177 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.
178 The term "buyer" as used in this Agreement includes buyers, tenants, exchangers, optionees, and other categories
179 of potential or actual transferees.

180* **14. Additional Terms:** 1. In the event that the Seller is not satisfied with the performance of the Broker, Seller may
181 cancel this Listing agreement at any time without penalty.

182 _____
183 2. Property is being proposed to be divided into three (3) five acre MOL developed and ready to build Industrial
184 lot pads with underground utilities in the front and rear; driveway cuts; and water retention. Property is not platted
185 and actual lot size and boundary lines can be moved to meet buyer's needs subject to city approval.

186 _____
187 3. Broker is aware that the city received State grant money to build this Industrial park for job creations and all
188 marketing efforts will be made towards businesses that would create new jobs. The city reserves the right to
189 reject any offers regardless of price that the city believes would not be meet the needs of satisfying the grant
190 conditions.

191 _____
192 _____
193 _____

194* **Seller's Signature:** _____ Date: _____

195* Home Telephone: _____ Work Telephone: 352-669-3125 Facsimile: _____

196* Address: _____ PO Box 2286, Umatilla, FL 32784

197* Email Address: _____ amercer@umatillafll.org

198* **Seller's Signature:** _____ Date: _____

199* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

200* Address: _____

201* Email Address: _____

202* **Broker or Authorized Associate:** _____ Date: _____

203* Brokerage Firm Name: Bryan Properties Inc Telephone: _____

204* Address: _____ PO Box 643, Umatilla, FL 32784

205*

Copy returned to Seller on _____ by <input type="checkbox"/> email <input type="checkbox"/> facsimile <input type="checkbox"/> mail <input type="checkbox"/> personal delivery.
--

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Seller (____) (____) and Broker/Authorized Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4. The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.



Umatilla Public Library FY 25-26

April 2026

Library Monthly Reports FY 25-26

	Q 1	Q 2	Apr-26	FY 25-26
Visits (<i>door count halved</i>)	11,307	13,468	4,264	29,039
Checkouts	7,233	7,072	2,619	16,924
E-Books (digital)	1,718	1,652	591	3,961
Total Circulation	8,951	8,724	3,210	20,885
FL ILL Received	3	3	4	10
FL ILL Lent	12	15	17	44
New Patrons	93	128	24	245
Patron Computer Sessions	1,075	1,170	517	2,762
Adult Volunteer Hours	-	-	-	-
Attendance Family Programs	537	467	92	1,096
Attendance Adult Programs	260	371	173	804
Attendance Teen Programs	283	273	83	639
Attendance Juvenile Programs	829	943	259	2,031
Total # of Programs	147	159	49	355
Meeting room Rental	-	-	\$50.00	50
Cash to city (including cc)	\$1,698.98	\$3,106.96	\$491.65	\$5,297.59

Highlights

Gaming at the Library

Officer Dan Conklin of the Umatilla Police Department hosted a Dungeons & Dragons tournament for teens and adults, at the request of the Friends of the Library. Brian Butler of Umatilla Public Works hosted a WarHammer tournament for teens and adults as well. Both were successful events and we hope to have them return in the future.

Blood Drive at the Library

Tuesday, April 28, 2026, the library hosted the Red, White and Blue Bus from Life South Community Blood Centers. Enough was donated to save 4 lives. Donations supply blood in Lake County hospitals, some Lake EMS, Moffitt and Shands. They plan to return this summer.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

April 28, 2026 through May 4, 2026

ARREST

n/a

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

04/29/2026	7:17 p.m.	Manuel, Shawn Umatilla	Driving while license suspended/cancelled/revoked, 2 nd subsequent.
04/30/2026	1:57 a.m.	Brasher, Steven Astatula	Driving while license suspended/cancelled/revoked, 2 nd subsequent.
04/30/2026	7:53 p.m.	Gonzalez Aguilar, Noe	No drivers license never had one.
05/01/2026	3:34 a.m.	Falen, Walter Leesburg	Driving while license suspended/cancelled/revoked
05/02/2026	7:35 p.m.	Branch, Jolene Umatilla	No drivers license never had one.
05/02/2026	11:42 p.m.	Alfaro, Teodora Umatilla	Driving while license suspended/cancelled/revoked with knowledge.
05/03/2026	1:10 a.m.	Federation, Amy Eustis	Driving while license suspended/cancelled/revoked with knowledge.

REPORTS FILED

04/30/2026	3:25 a.m.	Officers responded to a residence in the area of East Collins Street. A missing persons report was taken. Person was later found.
05/02/2026	2:11 p.m.	Officers assisted the Lake County Sheriffs Office at Harmony Hills located at 18307 Boys Ranch Road with a person in extreme distress. Person met Baker Act criteria and was taken to Lifestreams Behavioral Center for treatment.

ARRESTS	7
DISPATCHED CALLS	160
TRAFFIC STOPS	57
TRAFFIC CITATIONS ISSUED	7

UMATILLA POLICE DEPARTMENT PRESS RELEASE

May 5, 2026 through May 11, 2026

ARREST

5/8/2026	9:23 am	Joshua JR Bateman of Orlando	Driving with a suspended driver's license knowingly.
----------	------------	---------------------------------	---

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

5/6/2026	3:00 am	Debra K. Conley of Tavares	Driving with a suspended driver's license knowingly
5/11/2026	12:01 pm	Avery N Rewis of Tavares	Driving with a suspended driver's license knowingly

REPORTS FILED

5/11/2026	3:33 pm	Officers responded to a disturbance on Lakeshore Avenue. Officers called for medical assistance upon arrival. One person was transported to Advent Health for injuries.	
5/11/2026	12:20 pm	Officers responded to Devault Street and took a report of stolen vehicle.	
5/8/2026	1:36 pm	A watch was turned into the police department as found property.	
5/7/2026	9:50 am	Officers documented a complaint of a recording being made without the consent of both parties in the conversation.	

ARRESTS	3
DISPATCHED CALLS	163
TRAFFIC STOPS	57
TRAFFIC CITATIONS ISSUED	6