



UMATILLA CITY COUNCIL MEETING

September 15, 2026 at 6:00 PM

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

AGENDA

Please silence your electronic devices

CALL TO ORDER

ROLL CALL

AGENDA REVIEW

MINUTES REVIEW

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

PRESENTATIONS

2. Pearce Bessent Swearing-in Ceremony

PUBLIC COMMENT

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

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

CONSENT AGENDA

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

3. Final Reading of Ordinance No. 2026-L, Mammoth PUD Amendment
4. Resolution No. 2026-24, Mammoth Site Plan
5. Resolution 2026-29, Fee Schedule Update
6. Resolution No. 2026-30, SRF Loan Agreement for Supplemental Appropriation for Hurricanes Helene and Milton drinking water project DW350770
7. Resolution No. 2026-31-A, Community Redevelopment Agency (CRA) Plan Update

NEW BUSINESS

REPORTS

8. Staff Reports

ADJOURNMENT

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

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

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



UMATILLA CITY COUNCIL MEETING

September 1, 2026 at 6:00 PM

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

MINUTES

CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech called the Regular City Council Meeting to order at 6:01 p.m

ROLL CALL

MEMBERS PRESENT

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

NOT PRESENT

Zack Durbin, Vice Mayor

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 COUNCIL MEMBER FETTEROLF. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

MINUTES REVIEW

1. Approval of Meeting Minutes
- August 18, 2026, Regular City Council Minutes

MOTION BY COUNCIL MEMBER FETTEROLF TO APPROVE THE AUGUST 18, 2026, REGULAR CITY COUNCIL MINUTES; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

PRESENTATIONS

2. Presentation of Senate Appropriation Award Check by Representative Nan Cobb

Representative Nan Cobb presented Council with a check and provided an update on the appropriations, noting that the funding was awarded in different phases and that a remaining balance of \$400,000 is available.

PUBLIC COMMENT

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

CONSENT AGENDA

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

3. First Reading of Ordinance No. 2026-L, Mammoth PUD Amendment

City Attorney Cotch read the ordinance by title only

ORDINANCE 2026-L

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE NO. 2002-H, AS AMENDED, APPROVING AN AMENDMENT TO AN EXISTING INDUSTRIAL PLANNED UNIT DEVELOPMENT AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT PURSUANT TO SECTIONS 163.3220–163.3243, FLORIDA STATUTES RELATING TO REAL PROPERTY CONSISTING OF 6.16 ± ACRES GENERALLY LOCATED WEST OF STATE ROAD 19 AND NORTH OF GOLDEN GEM DRIVE; AMENDING THE CONCEPTUAL SITE PLAN; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Sherie Lindh, LPG Urban Planning, explained that the applicant is requesting an amendment to Ordinance 2002-H and a Master Development Agreement to bring the properties into compliance with current City regulations, as the existing Industrial PUD approval was associated with the former Lake Cogen facility. Mammoth Constructors currently uses the properties for office space, employee parking, and outdoor storage. The amendment would allow various industrial, commercial, construction, warehouse, retail, and related uses, while limiting noise-generating activities to 7:00 a.m. to 7:00 p.m. due to nearby residential properties. The proposal also establishes setbacks, landscaping buffers, a maximum FAR of 0.50, a maximum impervious surface ratio of 0.75, and maximum building height requirements.

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

MOTION BY COUNCIL MEMBER FETTEROLF TO APPROVE ORDINANCE NO. 2026-L, MAMMOTH PUD AMENDMENT; SECONDED BY COUNCIL MEMBER ADAMS. MOTION PASSED BY A ROLL CALL VOTE.

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

NEW BUSINESS

REPORTS

4. Staff Reports

Assistant City Manager Bolton had nothing to report.

City Manager Mercer discussed the Homestead Exemption and the importance of educating voters through public workshops. He suggested holding a workshop at Lakeview Terrace and an additional workshop at the Cadwell Building to provide residents with information and answer questions in a town hall-style setting.

City Attorney Cotch discussed City Manager Aaron Mercer's employment contract and the cost-of-living increase provided for under the contract. Council reached a consensus to approve a 5% cost-of-living increase, with the effective date to be October 1, 2026.

Council Member Fetterolf had nothing to report.

Council Member Crockett had nothing to report.

Council Member Adams had nothing to report.

Chief Seeley reported that the City received a response from FDOT regarding the City's request for a left-turn lane and a crossing across SR 19 for golf carts. FDOT denied the request based on traffic volume and the lack of sufficient vehicle counts to warrant the crossing. Council discussed moving forward with establishing guidelines identifying where golf carts would be permitted to cross, including prohibiting crossings over SR 19. Staff was directed to place the matter on a future agenda for consideration of an ordinance modeled after the City of Mount Dora's regulations.

Ms. Frazier discussed advertising for the upcoming budget meetings and noted that the CRA meeting is scheduled for 5:45 p.m. on the 15th. Staff will send calendar invitations accordingly.

Mr. Nilson had nothing to report.

Clerk Burnham had nothing to report.

Ms. Stultz had nothing to report.

Ms. Lambert had nothing to report.

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 6:30 p.m.

Christopher R Creech, Mayor

Jessica Burnham, CMC, FCRM
City Clerk



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: September 3, 2026

MEETING DATE: September 15, 2026

SUBJECT: Pearce Bessent Swearing-in Ceremony

BACKGROUND SUMMARY:

Mr. Pearce Bessent is a police officer candidate who has successfully completed all of the rigorous background requirements for employment as a police officer, as prescribed by Florida Statutes, the Florida Administrative Code, and Umatilla Police Department standards. As the final step in this process, police officer candidates are required to take the Oath of Office before officially serving as a police officer.

RECOMMENDATIONS:

N/A

FISCAL IMPACTS:

N/A

ATTACHMENTS:

None



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: September 4, 2026

MEETING DATE: September 15, 2026

SUBJECT: Final Reading of Ordinance No. 2026-L, Mammoth PUD Amendment

BACKGROUND SUMMARY:

The applicant is requesting an amendment to Ordinance 2002-H, and a Master Development Agreement is needed to bring the properties into compliance with the City's regulations, as the existing Industrial PUD approval was tied to the former Lake Cogen facility. Mammoth Constructors currently uses the properties for office space, employee parking, and outdoor storage. The amendment would allow a range of industrial, commercial, construction, warehouse, retail, and related uses. Due to nearby residential properties, noise-generating activities would be limited to 7 a.m.–7 p.m. The proposal also establishes minimum setbacks, required landscaping buffers, a maximum FAR of 0.50, a maximum impervious surface ratio of 0.75, and a maximum building height.

RECOMMENDATIONS:

City Council to approve Ordinance No. 2026-L, Mammoth PUD Amendment

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report_Mammoth_07_22_26_SDL
 2. MAMMOMTH AERIAL
 3. ORD 2026-L Mammoth PUD Amendment_jmc.docx 8.13.26 (003)
 4. Exhibit B DA Mammoth
 5. BIE Exempt_Mammoth
-

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

PUD Amendment

Owner: DRT, LLC, Kevin Rodrigue, Managing Member

Engineer: MEI Partners, LLC, Richard Campanale, P.E.

Number of Acres: 6.17 ± acres

General Location: North of Lake Gem Road and South of Roberts Street

Existing Zoning: Industrial Planned Unit Development (IPUD)

Existing Land Use: Industrial (75% ISR)

Date: July 22, 2026

Description of Project

The applicant is seeking an amendment to the Planned Unit Development (PUD) and concept plan approval for Phase I which consist of a 10,400 SF workshop/warehouse facility and Phase II which consists of a 3,240 SF office facility with associated parking. The proposed project area is 2.92 acres.

	Surrounding Zoning	Surrounding Land Use
North	Urban Residential District (UR-5)	SF Medium Density (5 units/acre)
South	County Light Manufacturing (LM) (Florida Naturals)	County Industrial
East	Industrial PUD (Duke Energy Sub-station and The Ol' Packing House Antiques)	Industrial
West	Industrial PUD (All Steel Storage)	Industrial

Assessment

PUD Amendment

It has come to staff's attention that the existing Industrial PUD approval was for a facility related to Lake Cogen; therefore, a PUD Amendment and Master Development Agreement will be required to bring the properties into compliance. The existing business known as Mammoth Constructors (drilled shaft contractor) utilizes alternate key # 1125219 as an office (2,457 SF), parking for employees, and outdoor storage. Alternate key #'s 3388984 and 3826246 is currently being utilized by Mammoth Constructors for outdoor storage.

The current LDRs regarding an Industrial PUD permitted uses include all permitted LM uses and any other uses deemed appropriate by the City Council. Permitted uses include all permitted C-2 uses. The proposed permitted uses for the subject site include the following:

- Artesian/Craftsman Shop
- Construction Contractors Yard and Storage;
- Commercial/Industrial Equipment and sales;
- Equipment Rental;
- Machine Shop;
- Manufacturing: Fabrication;
- Office;
- Retail Home Building Materials;
- Restaurant without drive through facilities;
- Specialty Trade Contractors;
- Warehousing;
- Welding Shop; and
- Customary and incidental accessory buildings and structures subordinate to the primary use.

Due to the location adjacent to residential properties along the northern property boundary, noise generating activities are to be conducted between the hours of 7 a.m. and 7 p.m.

The proposed minimum setbacks are as follows:

- Front: Road Right of Way - Fifty feet (50')
- Side: Road Right of Way – Twenty-five feet (25')
- Side (adjacent to another lot) – Ten feet (10')
- Rear: Another Lot – Twenty-five feet (25')
- Rear: Road Right of Way – Twenty-five feet (25')
- Accessory Structure Setback: All accessory structures shall be located no closer to the property line than ten feet (10').
- Required landscape buffers shall supersede the minimum setbacks permitted by this section.

The proposed maximum Floor Area Ratio (FAR) is 0.50, maximum Impervious Surface Ratio (ISR) is 0.75. and maximum building height of 35'.

Concept Plan

The applicant is requesting concept plan approval of the existing development and proposed development of a 10,400 SF workshop/warehouse facility on 2.24 acres known as Phase I and Phase II (0.68 acres) consisting of a new office building (3,240 SF) with associated parking and stormwater (parcel ID 3388984). The concept plan identifies improvements to the existing driveway off of Golden Gem Drive which is proposed as an asphalt driveway apron.

Access to Phase I is proposed from the adjacent existing development. Phase II access will come from Golden Gem Drive. No improvements to parcel ID 3826246 are proposed at this time and will be designated as future development.

The boundary survey includes three alternate key numbers 3826246, 3388984, and 1125219. The applicant submitted a Unity of Title for alternate key numbers 1125219 and 3388984. The applicant indicates that alternate key # 3826246 is slated for future development and would like the ability to sell the parcel which is why it is not included in the Unity of Title.

A 6' chain link fence is provided along the entire property boundary. Review of the concept plan indicates a landscaping buffer of 20' Type "B" is provided adjacent to Roberts Street. Landscape buffers for a PUD are negotiated at time of zoning approval. Per Chapter 15, Section 5(b) and Tables 1 and 2 indicate that PUD requires a minimum 20' Type "B" buffer and Industrial property requires a 30' Type "D" landscape buffer. Section 5(a)(2) allows buffering adjacent to public right of ways a 15' Type "A" buffer and Section 5(b) Table 1 allows adjacent properties with like zoning a 15' Type "A" buffer. The site plan indicates a 15' Type "A" buffer along Golden Gem Road. No other buffers are proposed at this time.

Golden Gem Road and Roberts Street are under the jurisdiction of the City of Umatilla; both are designated as local streets and have an adopted LOS of "D". The concept plan identifies that the applicant will provide 15' of additional right of way along Golden Gem Drive. No access is proposed from Roberts Street and the proposed Master Development Agreement would prohibit access except for emergency access only. The existing driveway and proposed driveway meet the minimum technical standards of access control per Chapter 14, Section 4.

A trip generation analysis was submitted and indicates that Phase I would generate 24 additional trips and Phase II would generate 35 additional trips which are considered de minimis impacts.

Recommendation

Staff recommends approval of the PUD Amendment and concept plan as it meets the technical requirements of the LDRs, is compatible with adjacent development, and is consistent with the City's Comprehensive Plan.



ORDINANCE 2026-L

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE NO. 2002-H, AS AMENDED, APPROVING AN AMENDMENT TO AN EXISTING INDUSTRIAL PLANNED UNIT DEVELOPMENT AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT PURSUANT TO SECTIONS 163.3220–163.3243, FLORIDA STATUTES RELATING TO REAL PROPERTY CONSISTING OF 6.16 ± ACRES GENERALLY LOCATED WEST OF STATE ROAD 19 AND NORTH OF GOLDEN GEM DRIVE; AMENDING THE CONCEPTUAL SITE PLAN; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Owner desires to amend the Planned Unit Development conditions previously approved by Ordinance No. 2002-H, as amended, for certain real property consisting of approximately 6.16 ± acres located west of State Road 19 and north of Golden Gem Drive, as legally described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the proposed amendment affects approximately 6.16 ± acres of the Property and includes the addition of a workshop/warehouse and office; and

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

WHEREAS, the required notice of the proposed PUD amendment and Development Agreement has been properly published; and

WHEREAS, the City Council has conducted two (2) duly noticed public hearings on the proposed Development Agreement in accordance with Section 163.3225, Florida Statutes; and

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

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

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

WHEREAS, the City Council finds that public facilities, including transportation, water, sewer, drainage, solid waste, and public safety services, are available or will be available concurrent with the impacts of development authorized by the Development Agreement; and

WHEREAS, the City Council finds that the Development Agreement is in the public interest and will promote the health, safety, and welfare of the citizens of the City;

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

Section 1: Purpose and Intent. This Ordinance amends the existing Industrial Planned Unit Development approved by Ordinance No. 2002-H, as amended, in order to (a) allow the development of a workshop/warehouse and office, (b) amend the conceptual site plan, and (c) approve and authorize execution of the Development Agreement, pursuant to Sections 163.3220–163.3243, Florida Statutes, establishing conditions, standards, and obligations applicable to the amended portion of the Planned Unit Development.

Section 2: Zoning Classification. The Property shall remain designated as Industrial Planned Unit Development (IPUD), in accordance with Chapter 6, Section 2(k) of the Land Development Regulations of the City of Umatilla, Florida. The Property shall be subject to the Umatilla Land Development Regulations pertaining to properties within the Planned Unit Development District and shall be developed according to the Master Development Agreement attached hereto as Exhibit “B”, which is hereby approved and incorporated by reference and shall run with the land and be binding upon the Owner and its successors and assigns.

Section 3: Conditions of Approval. Development of the Property shall be subject to full compliance with the Development Agreement attached hereto as Exhibit “B,” including but not limited to requirements relating to permitted uses, development standards, infrastructure, open space preservation, platting, utilities, and environmental compliance. The Development Agreement is hereby adopted as a condition of this approval and shall be enforceable as provided therein.

Section 4. Amendment to Official Zoning Map. The City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning map of the City of Umatilla, Florida, as necessary to reflect this approved amendment.

Section 5: Development Agreement Approval. The Development Agreement attached hereto as Exhibit “B” is hereby approved pursuant to Sections 163.3220–163.3243, Florida Statutes. The Mayor is authorized to execute said Agreement, and the City Clerk is authorized to record the fully executed Agreement in the Official Records of Lake County, Florida in accordance with Section 163.3239, Florida Statutes.

Section 6: 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 7: Scrivener’s Errors. Scrivener’s errors in the legal description or cross-references to ordinance numbers may be corrected without a public hearing by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 8: Effective Date. This Ordinance shall become effective immediately upon passage. The Development Agreement shall become effective in accordance with its terms and upon recording.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida,
this _____ day of _____, 2026.

Christopher 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 14-18-26-000400007500) BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN THENCE EAST 365.64 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF SUNSET PARK, BETTER KNOWN AS ROBERT SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 12, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SUBDIVISION 515.2 FEET; THENCE WEST 365.64 FEET, MORE OR LESS TO THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST; RUN THENCE SOUTH 515.2 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PORTIONS PREVIOUSLY CONVEYED IN OFFICIAL RECORDS BOOK 415, PAGE 735, AS PARTICULARLY DESCRIBED AS: THE NORTH 50 FEET OF THE FOLLOWING DESCRIBED LAND: BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH RANGE 26 EAST; RUN THENCE EAST 365.64 FEET MORE OR LESS, TO THE WEST BOUNDARY OF SUNSET PARK, BETTER KNOWN AS ROBERT SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 12 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SUBDIVISION 515.2 FEET; THENCE WEST 365.64 FEET MORE OR LESS TO WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN THENCE SOUTH 515.2 FEET TO THE POINT OF BEGINNING. (PARCEL 14-18-26-0004- 000-11600 & 13-18-26-2500- 003-00000) PARCEL NO.2: ALTERNATE SITE: THAT PART OF DR. C.M. ROBERTS SUBDIVISION OF UMATILLA, FLORIDA, (SAID SUBDIVISION BEING PARTIALLY VACATED BY THE CITY OF UMATILLA ORDINANCE 1992-B) AS RECORDED IN PLAT BOOK 3, PAGE 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 13 AND 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF ABOVE SAID SECTION 14; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1 OF SECTION 14, A DISTANCE OF 182.02 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 15.00 FEET TO A POINT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 5 OF ABOVE SAID SUBDIVISION; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF SAID SUBDIVISION 430.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°37'34"W ALONG SAID LINE 300.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 4; THENCE DEPARTING SAID SOUTH LINE RUN N01°54'37"E 434.37 FEET ALONG THE WEST LINE OF BLOCK 4 AND THE NORTHERLY EXTENSION THEREOF TO THE SOUTH RIGHT-OF-WAY LINE OF ROBERTS STREET AS SHOWN ON SAID PLAT; THENCE RUN S88°28'39"E ALONG SAID SOUTH RIGHT-OF-WAY LINE 160.00 FEET; THENCE DEPARTING SAID LINE RUN S01°31'21"W 10.00 FEET; THENCE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE RUN S88°28'39"E 80.00 FEET; THENCE S01°31'21"W 10.00 FEET; THENCE PARALLEL WITH ABOVE SAID SOUTH RIGHT-OF-WAY LINE RUN S88°28'39"E 490.49 FEET; THENCE S01°59'58"W 172.48 FEET; THENCE RUN N88°37'34"W 337.00 FEET; THENCE N01°59'58"E 60.00 FEET TO A POINT ON A LINE THAT IS 300.00 FEET (AT PERPENDICULAR MEASURE) FROM THE SOUTH LINE OF SAID SUBDIVISION; THENCE RUN N88°37'34"W ALONG SAID LINE 93.00 FEET; THENCE RUN S01°59'58"W 300.00 FEET TO THE POINT OF BEGINNING. Parcel :3 COOLING SITE: THAT PART OF DR. C.M. ROBERTS SUBDIVISION OF UMATILLA, FLORIDA, (SAID SUBDIVISION BEING PARTIALLY VACATED BY THE CITY OF UMATILLA ORDINANCE 1992-B) AS RECORDED IN PLAT BOOK 3, PAGE 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 13 AND 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF ABOVE SAID SECTION 14; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, A DISTANCE OF 182.02 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 15.00 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 5 OF ABOVE SAID SUBDIVISION; THENCE RUN N01°59'58"E 240.00 FEET TO A POINT ON A LINE

THAT IS 240.00 FEET (AT PERPENDICULAR MEASURE) NORTH OF THE SOUTH LINE OF SAID SUBDIVISION; THENCE N88°37'34"W 337.00 FEET; THENCE RUN N01°59'58"E 60.00 FEET TO A POINT ON A LINE THAT IS 300.00 FEET NORTH OF (AT PERPENDICULAR MEASURE) THE ABOVE SAID SOUTH LINE; THENCE RUN N88°37'34"W ALONG SAW LINE 93.00 FEET; THENCE S01°59'58"W 300.00 FEET TO THE AFOREMENTIONED SOUTH LINE OF DR. C.M. ROBERTS SUBDIVISION; THENCE RUN S88°37'34"E ALONG SAID LINE 230.00 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 67.00 FEET; THENCE N23°27'38"W 41.87 FEET; THENCE N01°59'58"E 75.00 FEET; THENCE S88°37'34"E 33.00 FEET; THENCE N01°59'58"E 55.00 FEET; THENCE S88°37'34"E 140.00 FEET; THENCE S01°59'58"W 235.00 FEET TO THE ABOVE SAID SOUTH LINE OF DR. C.M. ROBERTS SUBDIVISION; THENCE S88°37'34"E ALONG SAID SOUTH LINE 45.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

DEVELOPMENT AGREEMENT

This Development 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 DRT, LLC, a Florida limited liability company ("Owner"), whose address is 390 Golden Gem Drive, Umatilla Florida, 32784, hereinafter referred to collectively as the "Parties."

RECITALS

1. The Owner desires to amend the Planned Unit Development conditions previously approved by Ordinance No. 2002-H, as amended, consisting of approximately 6.16 acres of property within the City of Umatilla, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (the "Property").
2. The Property is currently located within the City of Umatilla and is currently zoned Industrial Planned Unit Development ("IPUD") with a future land use designation on the City of Umatilla Future Land Use Map of "Industrial."
3. The City Council has determined that the amendment to the IPUD conditions and proposed development are consistent with the City's Comprehensive Plan, Land Development Regulations, and the public interest.
4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
5. The City of Umatilla has determined that the amendment to the IPUD conditions of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property and has further offered to adhere to certain development standards outlined herein.
7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water as well as other municipal services to the Property.

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

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

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

Section 3. Statutory Authority and Intent. This Agreement is entered into pursuant to and in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220–163.3243, Florida Statutes. The Parties intend that this Agreement constitute a “development agreement” within the meaning of such Act and be interpreted and enforced in accordance therewith.

Section 4. Land Use/Development. Development of the Property shall be substantially consistent with the Conceptual Plan prepared by MEI Partners attached as Exhibit “B” (the “Plan”). All development shall be consistent with the City’s IPUD zoning district and the City of Umatilla Comprehensive Plan and Land Development Regulations in effect on the Effective Date, as vested pursuant to Section 163.3233, Florida Statutes, except as otherwise expressly provided herein.

Section 5. Permitted Uses. Permitted Uses of the Property are as follows:

- a. Artesian/Craftsman Shop
- b. Construction Contractors Yard and Storage;
- c. Commercial/Industrial Equipment and sales;
- d. Equipment Rental;
- e. Machine Shop;
- f. Manufacturing; Fabrication;
- g. Office;
- h. Retail Home Building Materials;
- i. Restaurant without drive through facilities;
- j. Specialty Trade Contractors;
- k. Warehousing;
- l. Welding Shop; and
- m. Customary and incidental accessory buildings and structures subordinate to the primary use.

Section 6. Development Standards. Development Standards for the Property shall be as follows:

- a. Minimum Setback requirements shall be:
 - Front: Road Right of Way - Fifty feet (50')
 - Side: Road Right of Way - Twenty-five feet (25')
 - Side (adjacent to another lot) - Ten feet (10')
 - Rear: Another Lot - Twenty-five feet (25')
 - Rear: Road Right of Way - Twenty-five feet (25')
 - Accessory Structure Setback: All accessory structures shall be located no closer to the property line than ten feet (10').
 - Required landscape buffers shall supersede the minimum setbacks permitted by this section.
- b. Maximum building height shall be limited to thirty-five feet (35').
- c. Noise generating activities shall be conducted between the hours of 7 am to 7 pm.
- d. Maximum Floor Area Ratio (FAR) shall not exceed 0.50.
- e. Maximum Impervious Surface Ratio (ISR) shall not exceed 0.75.
- f. Outdoor Storage shall be appropriately screened from public right of ways and adjacent properties; and approved for storage as part of an approved site plan.
- g. A Unity of Title shall be filed and recorded in the Public Records of Lake County prior to final site plan approval.

Section 7. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by access onto Golden Gem Drive. No access shall be provided onto Roberts Street except for emergency access only.

- a. The Owner shall provide all necessary improvements within and adjacent to the development as identified in a traffic impact study approved by the City, Lake County, and/or FDOT, and as required to maintain adopted level of service standards.

- b. All roads or related transportation improvements associated with the development will be privately owned and maintained. The City shall have no obligation to accept, maintain, repair, or improve any private road or transportation improvement serving the Property.
- c. A traffic impact study shall be submitted prior to site plan approval for review and determination of any necessary access or off-site improvements if required by the Florida Department of Transportation, Lake County, or the City of Umatilla.

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

Section 9. Water and Wastewater. Subject to the terms herein, Owner and its successors and assigns agree to obtain water and wastewater service (hereafter, "Utilities") from City when such services are available and legally required, and in accordance with Chapter 180, Florida Statutes, and applicable City ordinances. 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 dedicated to and accepted by the City as a contribution in aid of construction, if required by the City. The Owner shall provide the City utility easements related to the Property as requested by the City from time to time. 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 10. Public Facilities; Concurrency. The City finds that public facilities, including transportation, potable water, sanitary sewer, drainage, solid waste, parks, and public safety facilities, are or will be available concurrent with the impacts of development authorized by this Agreement, consistent with the City's adopted level of service standards and concurrency management system. Owner shall be responsible for constructing or funding those improvements identified through required studies and approvals necessary to maintain adopted levels of service.

Section 11. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water, sewer, police, and fire impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of building permit is issued.

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

Section 12. Easements. Owner shall provide the City such public easements or right of way in form acceptable to the City Attorney, as the City deems necessary for utility services, including but not limited to water, sewer, enhanced nutrient reducing onsite sewage treatment and disposal system, and drainage.

Section 13. Landscaping/Buffers. Owner acknowledges and agrees to comply with the City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. A twenty-foot (20') Type "B" landscape buffer shall be installed along the northern property boundary, adjacent to Roberts Road. A ten-foot (10') Type "A" buffer shall be installed adjacent to the eastern property boundary. A fifteen-foot (15') Type "A" landscape buffer shall be installed along the western and southern property boundary, adjacent to Golden Gem Drive. Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property,

as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

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

Owner shall be required to replace landscape trees, shrubs or ground cover that are dead within thirty (30) days. Failure to install or maintain required landscaping and buffers shall constitute a violation of this Agreement and the City's Land Development Regulations and may be enforced accordingly.

Section 14. 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. Johns 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 15. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 16. 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 17. 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 18. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 19. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement.

Section 20. Enforcement/Effectiveness. A default by either Party under this Agreement shall entitle the other party to all remedies available at law. Nothing in this Agreement shall be construed to limit or waive the City's police powers or its authority to enforce applicable laws, ordinances, or regulations.

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

Section 22. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. 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 within thirty (30) days of any transfer of ownership. This Agreement shall be recorded in the Official Records of Lake County at Owner's expense.

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

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

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

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

As to City:	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286 352-669-3125 Telephone
Copy to:	Mayor City of Umatilla P.O. Box 2286 Umatilla, Florida 32784-2286 352-669-3125 Telephone Kevin Stone Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone
As to Owner:	DRT, LLC 390 Golden Gem Drive Umatilla, Florida 32784

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

Section 27. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate ten (10) years from the Effective Date, unless extended in accordance with Section 163.3237, Florida Statutes.

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

Section 29. Severability. If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development 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 Development Agreement is declared severable.

Section 30. Recording. This Agreement shall be recorded in the Official Records of Lake County, Florida, within fourteen (14) days after adoption, in accordance with Section 163.3239, Florida Statutes.

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, CMC, FCRM
City Clerk

Jennifer Cotch
City Attorney

WITNESSES:

DRT, LLC

By: _____

Dusty Hamilton
Printed Name: Dusty Hamilton
Conica McElyea
Printed Name: Conica McElyea

STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of Aug, 2026, by Kevin Rodriguez. He is personally known to me ☒ or has produced _____ as identification.

Candace A Russell
(Signature of Notary Public - State of Florida)

Name of Notary Public: Candace A Russell
(Print, Type, or Stamp Commissioned Name of Notary Public)

Commission No.: HH687114
My Commission Expires: 6/12/29



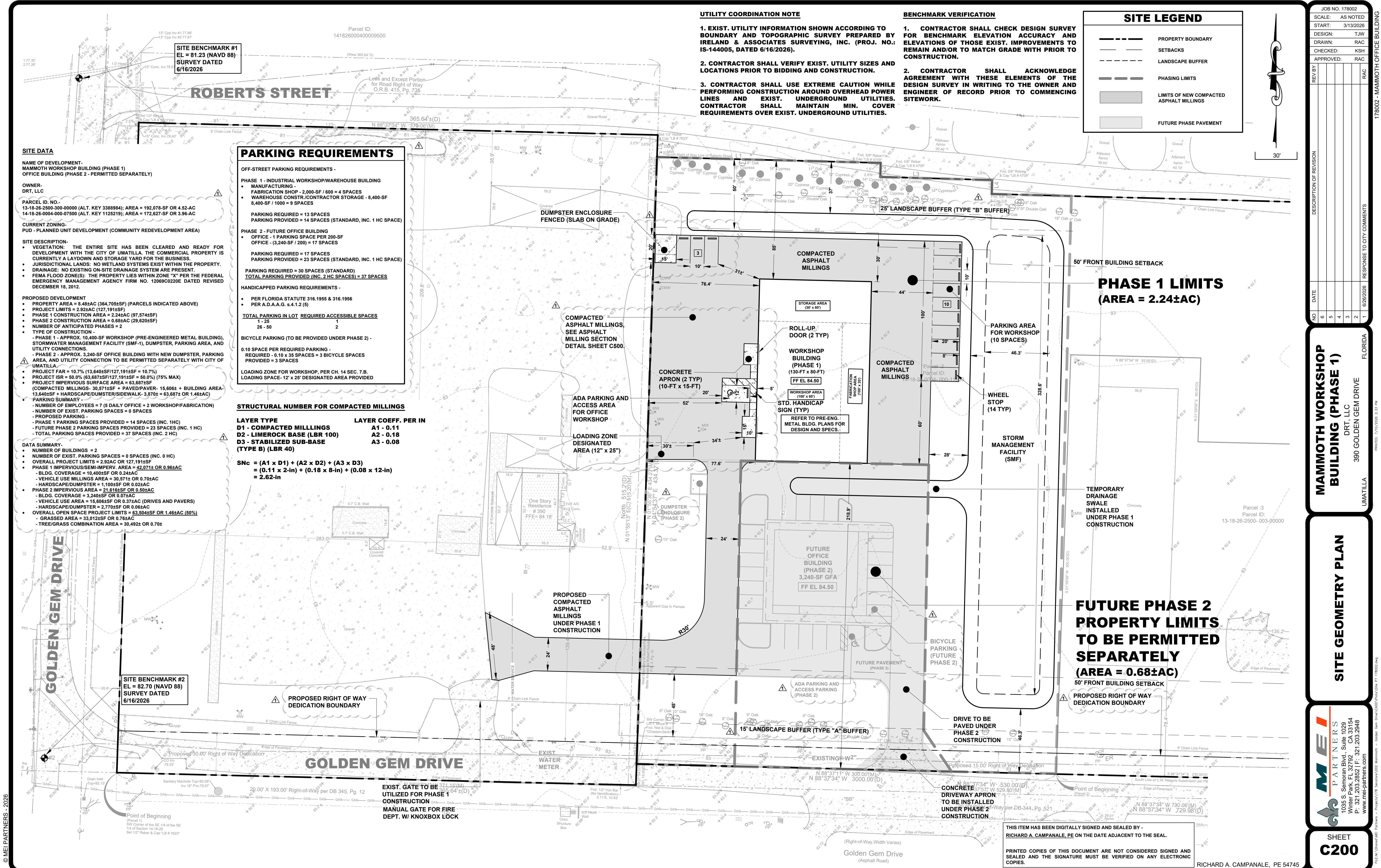
CANDACE A. RUSSELL
Notary Public
State of Florida
Comm# HH687114
Expires 6/12/2029

"EXHIBIT A"

Legal Description

(PARCEL 14-18-26-000400007500) BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN THENCE EAST 365.64 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF SUNSET PARK, BETTER KNOWN AS ROBERT SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 12, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SUBDIVISION 515.2 FEET; THENCE WEST 365.64 FEET, MORE OR LESS TO THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST; RUN THENCE SOUTH 515.2 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PORTIONS PREVIOUSLY CONVEYED IN OFFICIAL RECORDS BOOK 415, PAGE 735, AS PARTICULARLY DESCRIBED AS: THE NORTH 50 FEET OF THE FOLLOWING DESCRIBED LAND: BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH RANGE 26 EAST; RUN THENCE EAST 365.64 FEET MORE OR LESS, TO THE WEST BOUNDARY OF SUNSET PARK, BETTER KNOWN AS ROBERT SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 12 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SUBDIVISION 515.2 FEET; THENCE WEST 365.64 FEET MORE OR LESS TO WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN THENCE SOUTH 515.2 FEET TO THE POINT OF BEGINNING. (PARCEL 14-18-26-0004- 000-11600 & 13-18-26-2500- 003-00000) PARCEL NO.2: ALTERNATE SITE: THAT PART OF DR. C.M. ROBERTS SUBDIVISION OF UMATILLA, FLORIDA, (SAID SUBDIVISION BEING PARTIALLY VACATED BY THE CITY OF UMATILLA ORDINANCE 1992-B) AS RECORDED IN PLAT BOOK 3, PAGE 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 13 AND 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF ABOVE SAID SECTION 14; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1 OF SECTION 14, A DISTANCE OF 182.02 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 15.00 FEET TO A POINT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 5 OF ABOVE SAID SUBDIVISION; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF SAID SUBDIVISION 430.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°37'34"W ALONG SAID LINE 300.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 4; THENCE DEPARTING SAID SOUTH LINE RUN N01°54'37"E 434.37 FEET ALONG THE WEST LINE OF BLOCK 4 AND THE NORTHERLY EXTENSION THEREOF TO THE SOUTH RIGHT-OF-WAY LINE OF ROBERTS STREET AS SHOWN ON SAID PLAT; THENCE RUN S88°28'39"E ALONG SAID SOUTH RIGHT-OF-WAY LINE 160.00 FEET; THENCE DEPARTING SAID LINE RUN S01°31'21"W 10.00 FEET; THENCE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE RUN S88°28'39"E 80.00 FEET; THENCE S01°31'21"W 10.00 FEET; THENCE PARALLEL WITH ABOVE SAID SOUTH RIGHT-OF-WAY LINE RUN S88°28'39"E 490.49 FEET; THENCE S01°59'58"W 172.48 FEET; THENCE RUN N88°37'34"W 337.00 FEET; THENCE N01°59'58"E 60.00 FEET TO A POINT ON A LINE THAT IS 300.00 FEET (AT PERPENDICULAR MEASURE) FROM THE SOUTH LINE OF SAID SUBDIVISION; THENCE RUN N88°37'34"W ALONG SAID LINE 93.00 FEET; THENCE RUN S01°59'58"W 300.00 FEET TO THE POINT OF BEGINNING. Parcel :3 COOLING SITE: THAT PART OF DR. C.M. ROBERTS SUBDIVISION OF UMATILLA, FLORIDA, (SAID SUBDIVISION BEING PARTIALLY VACATED BY THE CITY OF UMATILLA ORDINANCE 1992-B) AS RECORDED IN PLAT BOOK 3, PAGE 12, PUBLICRECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 13 AND 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF ABOVE SAID SECTION 14; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, A DISTANCE OF 182.02 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 15.00 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 5 OF ABOVE SAID SUBDIVISION; THENCE RUN N01°59'58"E240.00 FEET TO A POINT ON A LINE THAT IS 240.00 FEET (AT PERPENDICULAR MEASURE) NORTH OF THE SOUTH LINE OF SAID SUBDIVISION; THENCE N88°37'34"W 337.00 FEET; THENCE RUN N01°59'58"E 60.00 FEET TO A POINT ON A LINE THAT IS 300.00 FEET NORTH OF (AT PERPENDICULAR MEASURE)THE ABOVE SAID SOUTH LINE; THENCE RUN N88°37'34"W ALONG SAW LINE 93.00 FEET; THENCE S01°59'58"W 300.00 FEET TO THE AFOREMENTIONED SOUTH LINE OF DR. C.M. ROBERTS SUBDIVISION; THENCE RUN S88°37'34"E ALONG SAID LINE 230.00 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 67.00 FEET; THENCE N23°27'38"W 41.87 FEET; THENCE N01°59'58"E 75.00

FEET; THENCE S88°37.34"E 33.00 FEET; THENCE N01°59'58"E 55.00 FEET; THENCE S88°37'34"E 140.00 FEET; THENCE S01°59'58"W 235.00 FEET TO THE ABOVE SAID SOUTH LINE OF DR. C.M. ROBERTS SUBDIVISION; THENCE S88°37'34"E ALONG SAID SOUTH LINE 45.00 FEET TO THE POINT OF BEGINNING.





Business Impact Estimate Exemption

ORDINANCE 2026-L

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE NO. 2002-H, AS AMENDED, APPROVING AN AMENDMENT TO AN EXISTING INDUSTRIAL PLANNED UNIT DEVELOPMENT AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT PURSUANT TO SECTIONS 163.3220–163.3243, FLORIDA STATUTES RELATING TO REAL PROPERTY CONSISTING OF 6.16 ± ACRES GENERALLY LOCATED WEST OF STATE ROAD 19 AND NORTH OF GOLDEN GEM DRIVE; AMENDING THE CONCEPTUAL SITE PLAN; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

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

¹ See Section 166.041(4), Florida Statutes.

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



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: August 13, 2026

MEETING DATE: September 15, 2026

SUBJECT: Resolution No. 2026-24, Mammoth Site Plan

BACKGROUND SUMMARY:

The applicant seeks Phase I site plan approval for a 10,400 SF workshop/warehouse, stormwater, parking, and buffers. The proposed use is consistent with the approved PUD Master Development Agreement (MDA). Access will be provided via an improved asphalt driveway apron on Golden Gem Drive through the adjacent Mammoth Constructors development.

RECOMMENDATIONS:

City Council to approve Resolution No. 2026-24, Mammoth Site Plan

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report_Site Plan_Mammoth_07_27_26_SDL
 2. 20260615_Mammoth Builders Workshop Floor Plan Elevations
 3. Resolution 2026-Mammoth Site Plan_jmc
 4. Exhibit A Mammoth Site Plan 178002-C200 REV1
-

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

Site Plan

Owner: DRT, LLC, Kevin Rodrigue, Managing Member

Engineer: MEI Partners, LLC, Richard Campanale, P.E.

Number of Acres: 2.24 ± acres

General Location: North of Lake Gem Road and South of Roberts Street

Existing Zoning: Industrial Planned Unit Development (IPUD)

Existing Land Use: Industrial (75% ISR)

Date: July 27, 2026

Description of Project

The applicant is seeking site plan approval for the expansion of the existing business known as Mammoth Contractors. Phase I consist of a 10,400 SF workshop/warehouse facility, stormwater, parking and associated buffers.

	Surrounding Zoning	Surrounding Land Use
North	Urban Residential District (UR-5)	SF Medium Density (5 units/acre)
South	County Light Manufacturing (LM) (Florida Naturals)	County Industrial
East	Industrial PUD (Duke Energy Sub-station and The Ol' Packing House Antiques)	Industrial
West	Industrial PUD (All Steel Storage)	Industrial

Assessment

Site Plan

The applicant is seeking site plan approval for Phase I which consist of a 10,400 SF workshop/warehouse facility, stormwater, parking and associated buffers. The proposed use of office/workshop/warehouse is consistent with the approved PUD Master Development Agreement (MDA). The site plan identifies improvements to the existing driveway off of Golden Gem Drive which is proposed as an asphalt driveway apron. Access to Phase I is proposed from the adjacent existing development (Mammoth Constructors).

The site plan identifies that the applicant will provide 15' of additional right of way along Golden Gem Drive. No access is proposed from Roberts Street and the Master Development Agreement prohibits access except for emergency access only. The reconstruction of the existing driveway meets the minimum technical standards of access control per Chapter 14, Section 4.

The industrial zoning is not subject to the architectural standards for nonresidential development nor is subject to building landscaping requirements.

Landscape buffers along Roberts Street are 20' Type "B" and the buffer along Golden Gem Drive is 15', Type "A" buffer. No interior buffers are proposed due to same ownership and same zoning. These buffers are consistent with the approved PUD Master Development Agreement.

The minimum building setbacks are a front setback of 50', side setback of 10' and rear setback adjacent to road right of way of 25'. The site plan meets the minimum requirements and is actually placed 218' from Golden Gem Road, 85' from Roberts Street and 82' from the eastern boundary.

The maximum ISR is 0.75 and the proposed ISR for Phase I is 0.04. The maximum FAR is 0.50 and the proposed FAR is 0.11.

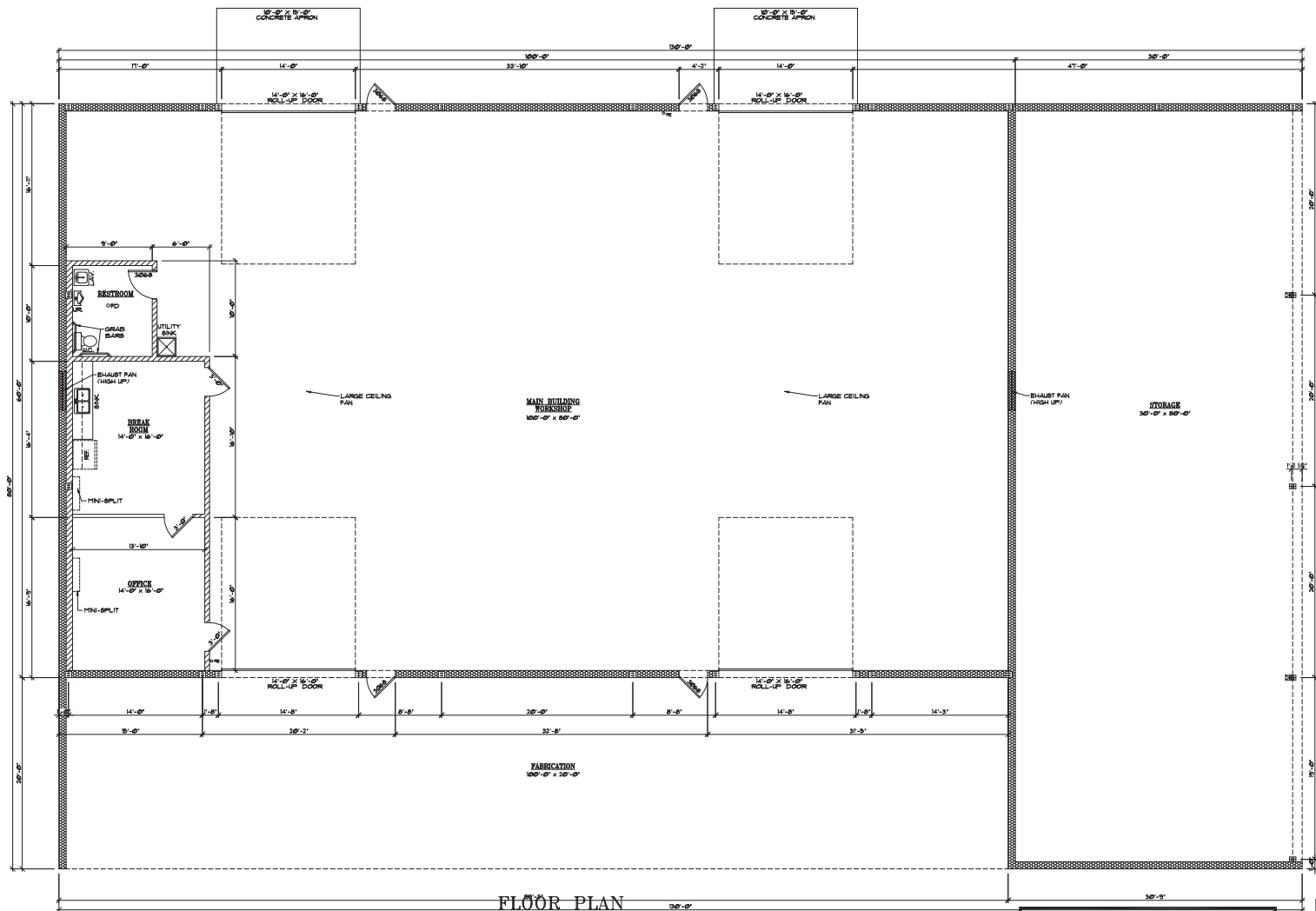
The boundary survey and subject site plan includes two alternate key numbers 3388984 and 1125219. A Unity of Title will be required prior to construction. The applicant has submitted the Unity of Title.

Chapter 13, Section 8(a) lists the requirements to be shown on the site plan exhibits. The site plan meets the minimum technical requirements.

Recommendation

The City's engineer has reviewed and approved the site plan. Planning staff recommends approval of the site plan with the following conditions:

- Prior to approval of a building permit, the applicant shall dedicate to the City any right of way along Golden Gem Drive required in connection with the approved development.
- Prior to approval of construction plans, the applicant shall grant to the City all utility easements required in connection with the approved development.



FLOOR PLAN
SCALE: 3/16" = 1'-0"

SQ. FT. CALC'S	
WAREHOUSE	6,000 SQ. FT.
STORAGE (OPEN)	2,400 SQ. FT.
FABRICATION (OPEN)	2,400 SQ. FT.
TOTAL	10,800 SQ. FT.

ARCHITECTS
Design Group LLC
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
TEL: 407-774-6078
FAX: 407-774-6078
WWW.DESIGNGROUPLLC.COM
AA #: 000325

Δ REVISION	BUILDING DEPT. COMMENTS
DATE	
1	
2	
3	
4	
5	
6	
7	
8	

MAMMOTH WORKSHOP BUILDING
390 GOLDEN GEM DR.
UMATILLA, FL 32784

NEW WORKSHOP

PROJECT#: 03622.016/25183
PAGE:
FLOOR PLAN & PLUMBING RISER
140 MPH EXP. C

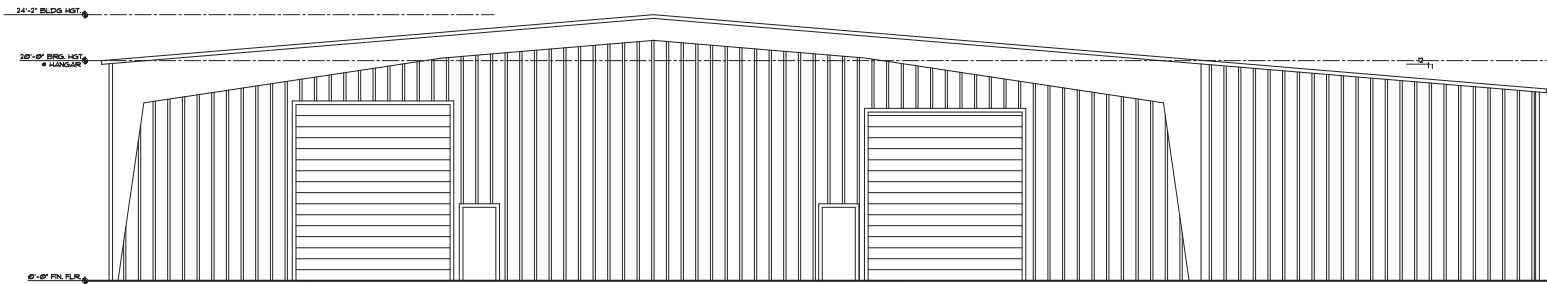
ARCHITECT:
STATE OF FLORIDA
Digitally signed by Roland A. Abouchacra
Date: 2026.06.15 15:46:53-0400
ROLAND A. ABOUCHACRA
AR NO 90723

DATE: 6/15/26
SCALE: AS NOTED
SHEET
A1

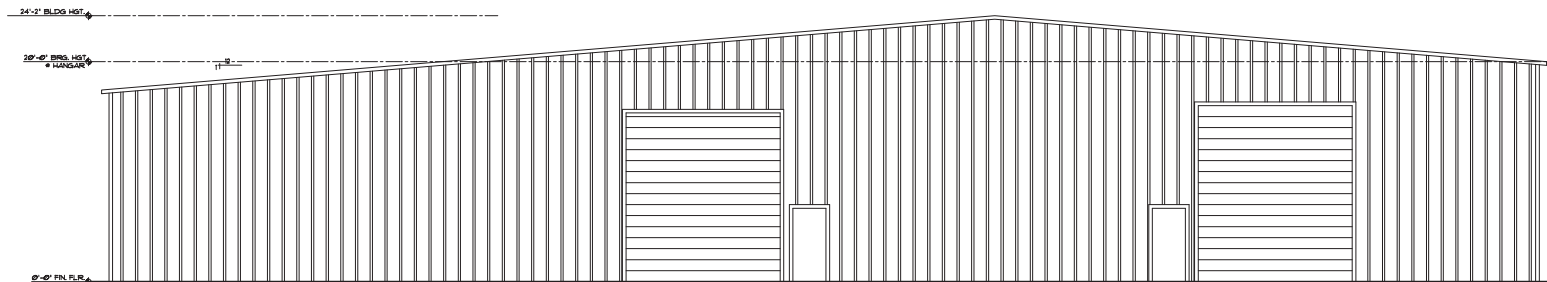
EXTERIOR WINDOW AND DOOR SCHEDULE				
CALL #	ROOM	FOOTAGE	CALLOUT	OPENING SIZE
				WIDTH HEIGHT COMMENTS
1	224		14'-0" X 16'-0" ROLL-UP DOOR	
2				

INFORMATION AND SPECIFICATIONS ON HANGAR DOOR SHALL BE PROVIDED BY BUILDER

WALL LEGEND	
	PRE-ENG'D METAL BUILDING FRAME (BY OTHERS)
	INTERIOR FRAME WALL



FRONT ELEVATION
SCALE: 3/16" = 1'-0"



REAR ELEVATION
SCALE: 3/16" = 1'-0"



DATE	DESCRIPTION	BUILDING DEPT. COMMENTS
1		
2		
3		
4		
5		
6		
7		
8		
9		

MAMMOTH
WORKSHOP BUILDING
390 GOLDEN GEM DR.
UMATILLA, FL 32784

NEW
WORKSHOP

PROJECT#: 03822.016/25183
PAGE:

FRONT &
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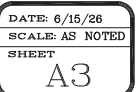
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STATE OF FLORIDA

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DATE: 6/15/26
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RESOLUTION 2026-24

A RESOLUTION OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, CONSTITUTING THE FINAL DEVELOPMENT ORDER AND GRANTING MAJOR SITE PLAN APPROVAL FOR CONSTRUCTION OF A 10,400 SQUARE-FOOT, ONE-STORY BUILDING FOR A WORKSHOP, PARKING, AND STORMWATER FACILITIES; MAKING FINDINGS CONSISTENT WITH CHAPTER 13 OF THE CITY LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONDITIONS OF APPROVAL, DEVELOPMENT PERMITS, EXPIRATION, AND MATERIAL DEVIATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, DRT, LLC, as owner of the Property (the “Owner”), through its authorized agent and engineer, MEI Partners, LLC, filed an application for Major Site Plan approval to allow construction of Phase I consisting of a 10,400-square-foot, one-story building for a workshop, parking, stormwater facilities, and related site improvements on real property located at 390 Golden Gem Drive, Umatilla, Florida (the “Property”);

WHEREAS, the Property is subject to that certain Development Agreement between the City of Umatilla and DRT, LLC applicable to the Property (the “Development Agreement”), which establishes permitted uses, development standards, access requirements, landscaping and buffering requirements, utility obligations, transportation requirements, and other conditions applicable to development of the Property; and

WHEREAS, the proposed development has been processed as a Major Development under Chapter 13 because the proposed new impervious surface area exceeds ten percent (10%) of the site and the project presents development issues warranting major development review;

WHEREAS, the application and site development plans were submitted and reviewed in accordance with Chapter 13 of the City Land Development Regulations, and the final revised plans and supporting materials contained in the administrative record have been reviewed by City staff;

WHEREAS, TRC review and administrative verification have been completed, and the City Council intends for this Resolution, upon adoption and attestation by the City Clerk, to constitute the final Development Order required by Chapter 13, Section 4(d)(3)(C), without the necessity of a separate development-order document, subject to the conditions of approval stated herein; and

WHEREAS, the City Council finds that approval of the final site plan, subject to the conditions stated herein, the Development Agreement, and the continuing requirements applicable to development permits and construction, is consistent with Chapter 13 and the remaining applicable provisions of the City Land Development Regulations;

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

Section 1. Findings; Development Order; Grant of Major Site Plan Approval. The foregoing recitals are incorporated into this Resolution as findings of fact. This Resolution constitutes the City Council’s final Development Order under Chapter 13 and grants Major Site Plan approval solely for Phase I, consisting of construction of a 10,400-square-foot, one-story workshop, parking, stormwater facilities, landscaping, utilities, access, and related site improvements on the Property described below, subject to the conditions of this Resolution and the Development Agreement. Any Phase II office building or other future development shown conceptually or for informational purposes on Exhibit “A” is not approved for construction by this

Resolution and shall be subject to further review and approval as required by the City Land Development Regulations. The legal description below identifies the Property for purposes of this Development Order; approval is limited to the improvements depicted on the approved Phase I final site plan. The City Clerk's attestation of this Resolution shall constitute issuance of the Development Order required by Chapter 13, Section 4(d)(3)(C), and no separate development-order document is required.

Alt. Key Number: 3826246, 3388984, and 1125219

PARCEL 14-18-26-0004-000-07500

PARCEL 14-18-26-0004- 000-11600

PARCEL 13-18-26-2500- 003-00000

(PARCEL 14-18-26-000400007500) BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN THENCE EAST 365.64 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF SUNSET PARK, BETTER KNOWN AS ROBERT SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 12, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SUBDIVISION 515.2 FEET; THENCE WEST 365.64 FEET, MORE OR LESS TO THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST; RUN THENCE SOUTH 515.2 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PORTIONS PREVIOUSLY CONVEYED IN OFFICIAL RECORDS BOOK 415, PAGE 735, AS PARTICULARLY DESCRIBED AS: THE NORTH 50 FEET OF THE FOLLOWING DESCRIBED LAND: BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH RANGE 26 EAST; RUN THENCE EAST 365.64 FEET MORE OR LESS, TO THE WEST BOUNDARY OF SUNSET PARK, BETTER KNOWN AS ROBERT SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 12 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SUBDIVISION 515.2 FEET; THENCE WEST 365.64 FEET MORE OR LESS TO WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN THENCE SOUTH 515.2 FEET TO THE POINT OF BEGINNING. (PARCEL 14-18-26-0004- 000-11600 & 13-18-26-2500- 003-00000) PARCEL NO.2: ALTERNATE SITE: THAT PART OF DR. C.M. ROBERTS SUBDIVISION OF UMATILLA, FLORIDA, (SAID SUBDIVISION BEING PARTIALLY VACATED BY THE CITY OF UMATILLA ORDINANCE 1992-B) AS RECORDED IN PLAT BOOK 3, PAGE 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 13 AND 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF ABOVE SAID SECTION 14; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1 OF SECTION 14, A DISTANCE OF 182.02 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 15.00 FEET TO A POINT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 5 OF ABOVE SAID SUBDIVISION; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF SAID SUBDIVISION 430.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°37'34"W ALONG SAID LINE 300.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 4; THENCE DEPARTING SAID SOUTH LINE RUN N01°54'37"E 434.37 FEET ALONG THE WEST LINE OF BLOCK 4 AND THE NORTHERLY EXTENSION THEREOF TO THE SOUTH RIGHT-OF-WAY LINE OF ROBERTS STREET AS SHOWN ON SAID PLAT; THENCE RUN S88°28'39"E ALONG SAID SOUTH RIGHT-OF-WAY LINE 160.00 FEET; THENCE DEPARTING SAID LINE RUN S01°31'21"W 10.00 FEET; THENCE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE RUN S88°28'39"E 80.00 FEET; THENCE S01°31'21"W 10.00 FEET; THENCE PARALLEL WITH ABOVE SAID SOUTH RIGHT-OF-WAY LINE RUN S88°28'39"E 490.49 FEET; THENCE S01°59'58"W 172.48 FEET; THENCE RUN N88°37'34"W 337.00 FEET; THENCE N01°59'58"E 60.00 FEET TO A POINT ON A LINE THAT IS 300.00 FEET (AT PERPENDICULAR MEASURE) FROM THE SOUTH LINE OF SAID SUBDIVISION; THENCE RUN N88°37'34"W ALONG SAID LINE 93.00 FEET; THENCE RUN S01°59'58"W 300.00 FEET TO THE POINT OF BEGINNING. Parcel :3 COOLING SITE: THAT PART OF DR. C.M. ROBERTS SUBDIVISION OF UMATILLA, FLORIDA, (SAID SUBDIVISION BEING PARTIALLY VACATED BY THE CITY OF

UMATILLA ORDINANCE 1992-B) AS RECORDED IN PLAT BOOK 3, PAGE 12, PUBLICRECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTIONS 13 AND 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF ABOVE SAID SECTION 14; THENCE RUN N88°37'34"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, A DISTANCE OF 182.02 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 15.00 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 5 OF ABOVE SAID SUBDIVISION; THENCE RUN N01°59'58"E 240.00 FEET TO A POINT ON A LINE THAT IS 240.00 FEET (AT PERPENDICULAR MEASURE) NORTH OF THE SOUTH LINE OF SAID SUBDIVISION; THENCE N88°37'34"W 337.00 FEET; THENCE RUN N01°59'58"E 60.00 FEET TO A POINT ON A LINE THAT IS 300.00 FEET NORTH OF (AT PERPENDICULAR MEASURE) THE ABOVE SAID SOUTH LINE; THENCE RUN N88°37'34"W ALONG SAID LINE 93.00 FEET; THENCE S01°59'58"W 300.00 FEET TO THE AFOREMENTIONED SOUTH LINE OF DR. C.M. ROBERTS SUBDIVISION; THENCE RUN S88°37'34"E ALONG SAID LINE 230.00 FEET; THENCE DEPARTING SAID LINE RUN N01°59'58"E 67.00 FEET; THENCE N23°27'38"W 41.87 FEET; THENCE N01°59'58"E 75.00 FEET; THENCE S88°37'34"E 33.00 FEET; THENCE N01°59'58"E 55.00 FEET; THENCE S88°37'34"E 140.00 FEET; THENCE S01°59'58"W 235.00 FEET TO THE ABOVE SAID SOUTH LINE OF DR. C.M. ROBERTS SUBDIVISION; THENCE S88°37'34"E ALONG SAID SOUTH LINE 45.00 FEET TO THE POINT OF BEGINNING.

Section 2. Conditions of Approval.

- (a) The City Council finds, based upon the final revised plans, supporting materials, and administrative record presented for approval, that TRC review and administrative review have been completed and that the final site plan complies with the applicable technical requirements reviewed by City staff, subject to satisfaction of the conditions of approval stated in this Resolution and continued compliance with the Development Agreement.
- (b) The final site plan set administratively approved by City staff, attached to and incorporated into this Resolution as Exhibit "A," is hereby approved and shall be maintained on file with the City. Exhibit "A" shall identify the approved plan set by project title, preparer, original date, last revision date, and number of sheets. The approved final site plan set shall control all subsequent permitting, construction, inspection, and development activity on the Property, subject to the Development Agreement and the conditions of this Resolution.
- (c) This Resolution is the final Development Order. The City Clerk shall maintain a certified copy of this Resolution and the approved final site plan set in the official records of the City. The City Clerk's attestation confirms issuance of this Development Order following completion of TRC review and administrative verification as required by Chapter 13.
- (d) This Development Order does not authorize clearing or construction and does not relieve the Owner, developer, or any successor or assign from obtaining all development permits, clearing permits, building permits, Certificates of Concurrence, agency permits, and other approvals required by Chapter 13 and other applicable laws. No final development permit shall be issued unless all required Certificates of Concurrence have been obtained.
- (e) Prior to issuance of a building permit, the Owner shall dedicate to the City the required right-of-way along Golden Gem Drive for the full length of the Property's frontage along Golden Gem Drive, generally along the existing fence line as depicted on the approved site plan. The dedication shall be made by recordable instrument in a form acceptable to the City Attorney and shall be accompanied by a sketch and legal description prepared by a Florida-licensed surveyor and an updated title report for the property to be dedicated.

- (f) Prior to approval of construction plans, the Owner shall grant to the City all utility easements required in connection with the approved development. Each easement shall be in recordable form acceptable to the City Attorney and shall be accompanied by a sketch and legal description prepared by a Florida-licensed surveyor and an updated title report for the property subject to the easement.
- (g) As required by the Development Agreement, prior to issuance of this Development Order, the Owner shall file and record in the Public Records of Lake County, Florida, a Unity of Title acceptable to the City Attorney for the parcels comprising the approved Phase I development site, including Alternate Key Nos. 1125219 and 3388984. The City Clerk shall not attest this Resolution as the final Development Order until the City has confirmed compliance with this condition.
- (h) Prior to issuance of a Certificate of Occupancy, all landscaping and tree mitigation required by the approved landscape and tree mitigation plan, including required planting along Roberts Street, shall be installed, inspected, and accepted by the City.
- (i) This site plan approval shall terminate and become null and void automatically without notice if construction has not commenced within twelve (12) months after adoption of this Resolution. For purposes of this condition, commencement of construction means measurable activity of an ongoing nature working toward realization of the approved final site plan. A written request for one extension, for a period not exceeding twelve (12) months, may be considered by the City Council in accordance with Chapter 13, Section 5, provided the request is submitted before expiration of this approval.
- (j) All site improvements shall be constructed in substantial conformance with Exhibit "A," the Development Agreement, the City's Standard Construction Details, the conditions of this Development Order, and all applicable provisions of the City Land Development Regulations. Any inadvertent deviation from the City's adopted construction standards that is not expressly identified and approved on Exhibit "A" shall be governed by the adopted City standards. Nothing shown on Exhibit "A" shall be construed to waive or modify any applicable requirement of the Development Agreement unless such modification is expressly approved in accordance with the Development Agreement and applicable law.
- (k) Any material deviation from the approved final site plan shall require further review and approval in accordance with Chapter 13. Nonmaterial field adjustments may be approved administratively only to the extent authorized by the City Land Development Regulations and shall be documented in the City's project file. No administrative adjustment may waive or modify a requirement of the Development Agreement, this Resolution, or any condition requiring City Council approval.
- (l) Before issuance of a Certificate of Occupancy, all required site improvements shall be inspected and accepted by the City, and the Owner or developer shall submit all certifications, as-built drawings, testing reports, easements, warranties, guarantees, and other documents required by Chapter 13, Section 10, as applicable.
- (m) The approval granted by this Resolution runs with the Property and is binding upon the Owner, developer, and their respective successors and assigns, subject to the expiration provisions of this Resolution and Chapter 13.
- (n) Vehicular access to the approved development shall comply with the Development Agreement. Access shall be provided by Golden Gem Drive, and no access to Roberts Street is approved except emergency access as authorized by the Development Agreement.

- (o) This approval is subject to, and shall not be construed to amend, modify, supersede, or waive, any requirement of the Development Agreement applicable to the Property. In the event of a conflict between the approved final site plan and the Development Agreement, the Development Agreement shall control unless lawfully amended.

Section 3. Effective Date and Issuance. This Resolution shall become effective immediately upon passage and shall be deemed issued as the final Development Order upon attestation by the City Clerk.

PASSED AND ADOPTED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2026.

CITY OF UMATILLA, FLORIDA

Christopher R. Creech, Mayor
City of Umatilla, Florida

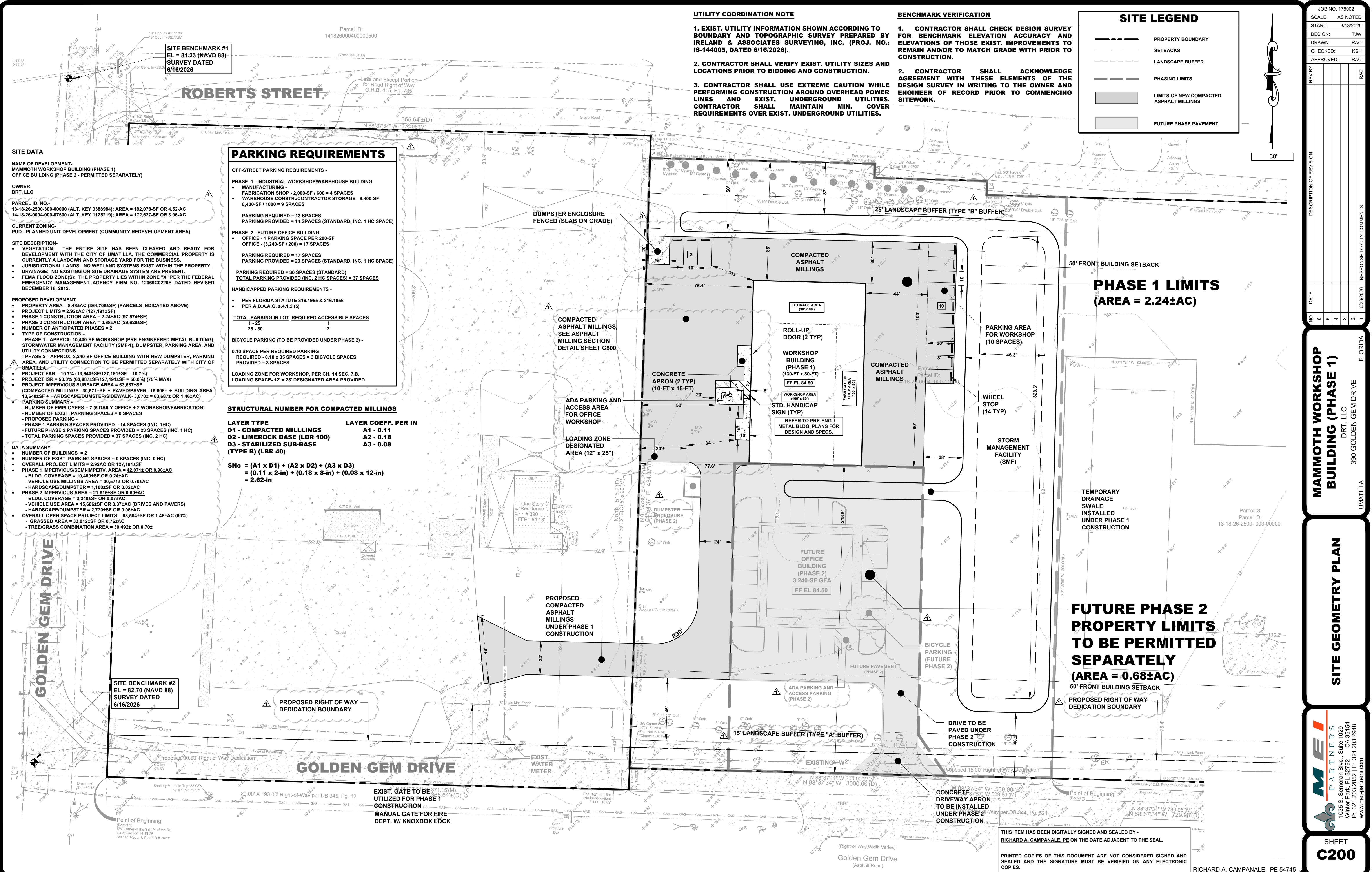
ATTEST:

APPROVED AS TO FORM:

Jessica Burnham, CMC, FCRM
City Clerk

Jennifer Cotch, City Attorney

EXHIBIT A





CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: September 9, 2026

MEETING DATE: September 15, 2026

SUBJECT: Resolution 2026-29, Fee Schedule Update

BACKGROUND SUMMARY:

The City Council of the City of Umatilla adopted Ordinance 2023-31 repealing all user fees in the Code of Ordinances. Annual resolutions establishing updated fee schedules for the City have been previously adopted. The City Council has since determined that there is a financial need to increase certain fees to meet service demands and fairly distribute costs without placing an undue burden on taxpayers. The City Council has determined that updates to Exhibit A are necessary to reflect current water, sewer and solid waste service costs.

RECOMMENDATIONS:

City Council to approve Resolution 2026-29, Fee Schedule Update

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Resolution No. 2026-29, Fee Schedule Update
 2. Exhibit A - Utility Fee Schedule
-

RESOLUTION 2026 - 29

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING AND ADOPTING FEE SCHEDULES FOR THE CITY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla adopted Resolution 2022-32 adopting fee schedule for miscellaneous services; and

WHEREAS, the City Council of the City of Umatilla adopted Ordinance 2023-31 adopting user fees by resolution and repealing all user fees in code of ordinance; and

WHEREAS, the Umatilla City Council has determined the fees and charges should be updated to address the needs of the city's customers and to fairly apportion the fees so as not to cause an undue burden on the taxpayers of the City of Umatilla; and

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

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

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

Section 2. Fee Schedules. The Fee Schedules are attached herewith as Exhibit A – Utility Services Fee Schedule. The fees described in this exhibit are hereby authorized in the amounts set forth therein. The Exhibit and fees set forth thereon may be adjusted from time to time by Resolution of the Council. Such resolution may include additional user fees to be charged in exchange for a good or service, which are to be paid by choice for benefits to the feepayer; such additional user fees established by further resolution are hereby authorized pursuant to the proprietary right of the City provided that the amount of any profit derived therefrom shall be reasonable.

Section 3. Implementation. The City Manager or his designee are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Repeal and Conflicts. All resolutions establishing user fees and charges for goods and services identified in the Exhibit hereto, enacted on or before the date of final approval of this Resolution, are repealed.

Section 5. Savings Clause. If any section, sentence, clause, phrase, or word of this Resolution is for any reason held, or declared to be, unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Resolution without such unconstitutional, invalid, or inoperative part therein; and the remainder of this Resolution, after the exclusion of

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

Section 6. Effective Date: This Resolution shall take effect immediately upon adoption.

PASSED AND RESOLVED this 15th day of September, 2026 by the City Council of the City of Umatilla, Lake County, Florida.

Christopher Creech, Mayor

ATTEST:

Approved as to Form:
STONE & GERKEN, PA

Jessica Burnham, City Clerk

Jennifer Cotch, City Attorney

EXHIBIT A

UTILITY SERVICES				
	Current Fees		Oct 1, 2026 Fees	
Residential Water Rates	City Limits		City Limits	
	In	Out	In	Out
Base rate up to 2" meter	15.30	19.13	16.13	20.16
1,000-4,999 gallons (per 1,000)	3.25	4.08	3.43	4.30
5,000-9,999 gallons (per 1,000)	4.08	5.09	4.30	5.36
10,000-14,999 gallons (per 1,000)	4.89	6.12	5.15	6.45
15,000-19,999 gallons (per 1,000)	6.52	8.16	6.87	8.60
>20,000 gallons (per 1,000)	8.16	10.15	8.60	10.70
Residential Irrigation Rates	City Limits		City Limits	
	In	Out	In	Out
Base rate up to 2" meter	15.30	19.13	16.13	20.16
1-9,999 gallons (per 1,000)	4.08	5.09	4.30	5.36
10,000-14,999 gallons (per 1,000)	4.89	6.12	5.15	6.45
15,000-19,999 gallons (per 1,000)	6.52	8.16	6.87	8.60
>20,000 gallons (per 1,000)	8.16	10.15	8.60	10.70
Commercial Water Rates	City Limits		City Limits	
	In	Out	In	Out
Base rate per meter size				
5/8" or 3/4"	15.30	19.13	16.13	20.16
1"	38.24	47.48	40.30	50.04
1-1/2"	76.47	95.62	80.60	100.78
2"	122.36	152.97	128.97	161.23
3"	229.46	286.83	241.85	302.32
4"	382.44	478.06	403.09	503.88
6"	764.87	956.06	806.17	1,007.69
8"	1,223.78	1,529.71	1,289.86	1,612.31
10"	1,759.19	2,198.99	1,854.19	2,317.74
Rate per 1,000 gallons usage	3.25	4.08	3.43	4.30
Commercial Irrigation Rates	City Limits		City Limits	
	In	Out	In	Out
Base rate per meter size				
5/8" or 3/4"	15.30	19.13	16.13	20.16
1"	38.24	47.48	40.30	50.04
1-1/2"	76.47	95.62	80.60	100.78
2"	122.36	152.97	128.97	161.23
3"	229.46	286.83	241.85	302.32
4"	382.44	478.06	403.09	503.88
6"	764.87	956.06	806.17	1,007.69
8"	1,223.78	1,529.71	1,289.86	1,612.31
10"	1,759.19	2,198.99	1,854.19	2,317.74
Rate per 1,000 gallons usage	4.08	4.97	4.30	5.24
Hydrant Meter	122.36	152.95	128.97	161.21
Liftstation	8.62	10.78	9.09	11.36

EXHIBIT A

UTILITY SERVICES				
	Current Fees		Oct 1, 2026 Fees	
Residential Sewer Rates	City Limits		City Limits	
	In	Out	In	Out
Base rate up to 2" meter	30.86	38.58	32.53	40.66
Rate per 1,000 gallons usage	1.48	1.88		
Eustis Pass-Thru Rate per 1,000 gallons	4.74	5.91		
Commercial Sewer Rates	City Limits		City Limits	
	In	Out	In	Out
Base rate per meter size			32.53	41.68
5/8" or 3/4"	30.86	39.54		
1"	82.05	102.58		
1-1/2"	164.07	205.08		
2"	262.53	328.16		
3"	492.25	615.34		
4"	820.41	1,025.48		
6"	1,640.82	2,051.03		
8"	2,625.32	3,281.67		
10"	3,773.93	4,717.40		
Rate per 1,000 gallons usage	1.48	1.88		
Eustis Pass-Thru Rate per 1,000 gallons	4.74	5.91		
Sewer Only Rates - All Customers	City Limits		City Limits	
	In	Out	In	Out
New rates calculation of: Monthly Sewer Bill (including base rate) of a Metered Residential Customer With 5K Gallons Usage				
5/8" or 3/4"	Factor of 1.0	Factor of 1.0	Factor of 1.0	Factor of 1.0
1"	Factor of 2.5	Factor of 2.5	Factor of 2.5	Factor of 2.5
1-1/2"	Factor of 5.0	Factor of 5.0	Factor of 5.0	Factor of 5.0
2"	Factor of 8.0	Factor of 8.0	Factor of 8.0	Factor of 8.0
3"	Factor of 15	Factor of 15	Factor of 15	Factor of 15
4"	Factor of 25	Factor of 25	Factor of 25	Factor of 25
6"	Factor of 50	Factor of 50	Factor of 50	Factor of 50
8"	Factor of 80	Factor of 80	Factor of 80	Factor of 80
10"	Factor of 115	Factor of 115	Factor of 115	Factor of 115
Fixed Fee - Sewer Only				
Fixed Fee - Florida's Natural	-	683.02	-	719.90
Utility Account Deposits				
Residential Utility Deposit	150.00		150.00	
Commercial Utility Deposit	2.5x previous 12 mo. avg bill*		2.5x previous 12 mo. avg bill*	
*roundup to nearest \$10, min. \$300				

EXHIBIT A

UTILITY SERVICES		
	Current Fees	Oct 1, 2026 Fees
Miscellaneous		
Returned Payment Fee	35.00	35.00
Late Fee (% of Balance)	10%	10%
Meter Testing	Direct costs	Direct costs
Meter Tampering Fee	500.00	500.00
Unauthorized Connection	1,000.00	1,000.00
Repairs	75.00/hr + parts	75.00/hr + parts
After Hours Turn On/Off	150.00	150.00
Reconnection Fee	35.00	35.00
Recording Fees		
Certification of Utility Lien	25.00	25.00
Release of Utility Lien	25.00	25.00
Lien Search Fees		
Standard (3-5 business days)	40.00	40.00
Expedited (1-2 business days)	80.00	80.00
Account Setup or Transfer Fee		
Residential Utility Connection	40.00	40.00
Commercial Utility Connection	40.00	40.00
New Meter Charges		
Hydrant Meter	450.00	450.00
3/4" or 5/8" Meter	750.00	750.00
1" Meter	950.00	950.00
1-1/2" Meter*	1,750.00	1,750.00
2" Meter*	2,250.00	2,250.00
>2" Meter	Direct costs	Direct costs
*Backflow Installed by Customer		
Tap Fees		
5/8" or 1" Meter	230.00	230.00
1-1/2" Meter	310.00	310.00
2" Meter	500.00	500.00
>2" Meter	Direct costs	Direct costs

EXHIBIT A

UTILITY SERVICES				
	Current Fees		Oct 1, 2026 Fees	
Commercial Garbage Collection				
Standard 32 gallon toters	43.40		45.74	
Commercial Dumpster Service	2 Yard Dumpster	4 Yard Dumpster	2 Yard Dumpster	4 Yard Dumpster
1 dump/week	167.25	329.34	176.28	347.12
2 dumps/week	329.35	544.24	347.13	573.63
3 dumps/week	491.25	764.43	517.78	805.71
4 dumps/week	642.30	973.90	676.98	1,026.49
5 dumps/week	793.15	1,243.23	835.98	1,310.36
Extra dumps per pickup	168.50	248.50	177.60	261.92
	6 Yard Dumpster	8 Yard Dumpster	6 Yard Dumpster	8 Yard Dumpster
1 dump/week	491.25	653.20	517.78	688.47
2 dumps/week	830.10	1,115.70	874.93	1,175.95
3 dumps/week	1,173.90	1,572.55	1,237.29	1,657.47
4 dumps/week	1,517.85	2,023.90	1,599.81	2,133.19
5 dumps/week	1,862.15	2,486.45	1,962.71	2,620.72



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: September 10, 2026

MEETING DATE: September 15, 2026

SUBJECT: Resolution No. 2026-30, SRF Loan Agreement for Supplemental Appropriation for Hurricanes Helene and Milton drinking water project DW350770

BACKGROUND SUMMARY:

The Florida Department of Environmental Protection (FDEP) has offered the City of Umatilla financial assistance through the Drinking Water State Revolving Fund to plan, design, and construct drinking water improvements addressing public health and safety needs resulting from Hurricanes Helene and Milton. The project includes planning improvements to Water Treatment Plant No. 2 to increase the reliability and redundancy of the City's water system. The agreement provides \$200,000 in principal forgiveness for planning activities, which will not be required to be repaid, subject to the agreement's terms and conditions.

RECOMMENDATIONS:

City Council to approve Resolution No. 2026-30, SRF Loan Agreement for Supplemental Appropriation for Hurricanes Helene and Milton drinking water project DW350770

FISCAL IMPACTS:

\$200,000 grant

ATTACHMENTS:

1. Attachment #1 Half Engineering Proposal - Update Drinking Water Facility Plan
 2. Resolution No. 2026-30, SRF Loan Agreement for Supplemental Appropriation for Hurricanes Helene and Milton drinking water project DW350770 jc
 3. DW Agreement with FDEP
-



VIA EMAIL

December 16, 2025

Aaron Mercer
City Manager
City of Umatilla
1 South Central Avenue
Umatilla, FL 32784

Re: City of Umatilla Drinking Water Facilities Plan

SCOPE OF SERVICES:

Halff is pleased to submit for your approval the following professional services proposal for developing a Drinking Water Facilities Plan, as required for the recently awarded SAHM funding being provided to the City of Umatilla. This Facilities Plan will be for the expansion and improvements proposed at the City's WTP #2. As discussed, this Facilities Plan is reimbursable under the SAHM funding awarded to the City. With a target deadline for submittal of March 12, 2026, it is imperative that authorization be provided for Halff to begin this work by January 1, 2026.

The Facilities Plan will include all elements required for SRF Funding of the project with the SAHM grant monies. The Facilities Plan will also need to include an Environmental Site Assessment, and we understand that the City will contract with others to provide this. The Facilities Plan will also require a Business Plan, which would be completed by the City's Finance Department (required forms attached). The following tasks are proposed as part of the project:

SCOPE OF WORK:

PHASE 100 Drinking Water Facilities Plan

Halff will prepare a Drinking Water Facilities Plan to be submitted to the Florida Department of Environmental Protection (FDEP) as required for the recently awarded SAHM funding that the City has acquired. The Facilities Plan will include the following required sections:

- Introduction
- Existing Water Facilities Description
- Water Flow Projections
- Alternatives Evaluation



- Recommended Alternative
- Environmental Effects (Environmental study by others)
- Public Participation Process
- Financial Feasibility (Business Plan by City Finance Department)
- Implementation Schedule
- Adopting Resolution

Much of the content of the Facilities Plan will be drawn from the City's existing Water Master Plan, as well as from the previously submitted Request for Inclusion that was prepared by Halff to obtain the SAHM funding.

FEE: \$ 28,175.00

PHASE 200 Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires State Revolving Fund (SA-HMW) – Loan Application, Drinking Water Program

Halff will conduct a project kick-off meeting with City staff to discuss loan application needs, attachments, and the project schedule for upgrades to the City's WTP #2 to increase reliability and redundancy of the City's water system. Halff will assist with the application form and attachments to complete the loan application. Halff will submit a draft application for the City to review and comment. Halff will assist with the submittal of the final loan application with supporting documents in a manner requested through the application guidelines, by the deadline, which may include digital and hard copies. QA/QC by the project manager will be completed throughout the process. Halff will conduct internal meetings as required by the project team as well as correspondence with the Client and FDEP to discuss project matters. Internal meetings will include coordination of project deliverables and accounting.

FEE: \$ 2,850.00

PHASE 300 Project Management

Halff will prepare monthly progress reports, including data needs, pending decisions, activities completed in the prior month, activities planned for the upcoming month, and an updated project schedule. Halff will meet with the City monthly to review the progress reports and overall status of the project. Internal quality assurance and quality control activities for the alternatives analysis, invoicing, and project management are also included in this Task.

FEE: \$ 1,500.00



PHASE 9999 Reimbursables

Costs for reimbursables, including printing, copying, blueprints, binding, FedEx, etc., shall be billed per Exhibit A Section II Compensation.

FEE: \$ 500.00

FEE SUMMARY

PHASE	AMOUNT
PHASE 100	\$ 28,175.00
PHASE 200	\$ 2,850.00
PHASE 300	\$ 1,500.00
PHASE 9999	\$ 500.00
TOTAL	\$ 33,025.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Preliminary or Final Engineering Design
2. Environmental Site Survey (by others)
3. Land Surveying
4. Hydraulic Modeling
5. Capital Financing Plan (by City Finance Department)
6. Reimbursables to be billed based upon direct expense incurred by Halff, Inc., for blueprints, copies, mylars, reproductions, postage, etc.



Standard Hourly Rate Schedule 2022-2023

Engineers

Principal/Officer – Professional Engineer	\$300.00
Senior Professional Engineer	\$260.00
Professional Engineer	\$185.00
Project Manager	\$155.00
Engineer Intern	\$110.00
Senior Technician	\$125.00
Design Technician	\$90.00
Project Technician	\$90.00

Survey

Survey Department Manager – P.S.M.	\$210.00
Professional Surveyor – P.S.M.	\$175.00
2 Man Field Crew	\$180.00
3 Man Field Crew	\$235.00
4 Man Field Crew	\$290.00
Senior Survey Technician	\$125.00
Survey Technician	\$100.00

GIS

Principal Officer – Senior Spatial Analyst	\$165.00
Senior Spatial Analyst	\$135.00
Spatial Analyst	\$100.00
GIS Specialist	\$60.00

Landscape Architects

Principal/Officer – Professional Landscape Architect	\$230.00
Senior Professional Landscape Architect	\$160.00
Project Manager Landscape Architect	\$150.00
Professional Landscape Architect	\$140.00
Senior Landscape Designer	\$115.00
Landscape Designer	\$85.00

Planners

Principal/Officer – Land Planner	\$265.00
Senior Planner	\$185.00
Professional Planner	\$125.00
Project Planner	\$105.00

Environmental Scientists

Senior Environmental Scientist	\$210.00
Environmental Scientist II	\$150.00
Environmental Scientist I	\$90.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

Courier Service	Government Permitting Fees
Maps/GIS Data	Prints, Copies, Plots, Plans
Mileage, Parking, Tolls	Subconsultant Fees
Postage and Overnight Mail	Travel (lodging, rental car, per diem)
Miscellaneous Services	

CLIENT INFORMATION FORM

To assist Halff Associates, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

BILLING CONTACT NAME & TITLE: _____

BILLING CONTACT EMAIL: _____

BILLING CONTACT PHONE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?

YES: _____ NO: _____

(If no, Halff Associates, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? _____

If gated/locked, who shall Halff Associates, Inc. contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____

DATE: _____

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

APPROVED

Engineer: Halff Associates, Inc.

Signature: 

Name: Robert Ern, P.E.

Title: W/WW Deputy Practice Leader, VP

Date: December 16, 2025

APPROVED

Client:

Signature: 

Name: Christopher R. Creech

Title: mayor

Date: 2/3/26

RESOLUTION NO. 2026-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, APPROVING DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT DW350770 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR IMPROVEMENTS TO THE CITY'S WATER SYSTEM; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING EXECUTION AND ADMINISTRATION OF THE AGREEMENT AND RELATED DOCUMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection ("FDEP") administers the Drinking Water State Revolving Fund pursuant to section 403.8532, Florida Statutes, and chapter 62-552, Florida Administrative Code; and

WHEREAS, FDEP has offered the City of Umatilla (the "City") financial assistance under Drinking Water State Revolving Fund Planning, Design and Construction Loan Agreement DW350770 (the "Agreement") to plan, design, and construct drinking water improvements addressing immediate public health and safety needs associated with Hurricanes Helene and Milton; and

WHEREAS, the Project includes planning for improvements to the City's Water Treatment Plant No. 2 to increase the reliability and redundancy of the City's water system; and

WHEREAS, the Agreement provides an initial award of Two Hundred Thousand Dollars (\$200,000.00) for planning activities, all of which is designated as principal forgiveness and is not required to be repaid, subject to the terms and conditions of the Agreement; and

WHEREAS, the City Council finds that approval of the Agreement and completion of the Project serve a valid public purpose and are in the best interests of the City and its residents.

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

Section 1. Approval of Agreement. The City Council hereby approves Drinking Water State Revolving Fund Planning, Design and Construction Loan Agreement DW350770 with FDEP, substantially in the form presented to the City Council, together with such nonmaterial changes as may be approved by the City Attorney.

Section 2. Authorized Representative and Execution. The Mayor is designated as the City's Authorized Representative for purposes of the Agreement and is authorized to execute the Agreement and any amendments or related documents necessary to obtain and maintain the financial assistance, subject to review and approval as to form and legal sufficiency by the City Attorney.

Section 3. Administration. The City Manager, or the City Manager's designee, is authorized to administer the Agreement and the Project; submit applications, payment requests, reports, certifications, and other required documents; and take all other actions necessary to implement the Agreement and complete the Project in accordance with its terms.

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

Section 5. Severability. If any section, sentence, clause, or phrase of this Resolution is held invalid or unconstitutional, such holding shall not affect the remaining portions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Umatilla, Florida, this 15th day of September 2026.

CITY OF UMATILLA, FLORIDA

ATTEST:

Jessica Burnham, CMC, FCRM, City Clerk

Christopher R. Creech, Mayor

Approved as to form and legal sufficiency:
STONE & GERKEN, PA

Jennifer M. Cotch, City Attorney

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF UMATILLA, FLORIDA

**DRINKING WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
DW350770**

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION
LOAN AGREEMENT

CONTENTS	PAGE
ARTICLE I - DEFINITIONS	1
1.01. WORDS AND TERMS.	1
1.02. CORRELATIVE WORDS.	3
ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS	3
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.	3
2.02. LEGAL AUTHORIZATION.	4
2.03. AUDIT AND MONITORING REQUIREMENTS.	5
ARTICLE III – RESERVED.	7
ARTICLE IV - PROJECT INFORMATION	7
4.01. PROJECT CHANGES.	7
4.02. TITLE TO PROJECT SITE.	7
4.03. PERMITS AND APPROVALS.	7
4.04. ENGINEERING SERVICES.	8
4.05. PROHIBITION AGAINST ENCUMBRANCES.	8
4.06. COMPLETION MONEYS.	8
4.07. CLOSE-OUT.	8
4.08. DISBURSEMENTS.	8
ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM	9
5.01. RESERVED.	9
5.02. NO FREE SERVICE.	9
5.03. RESERVED.	9
5.04. NO COMPETING SERVICE.	9
5.05. MAINTENANCE OF THE UTILITY SYSTEM.	9
5.06. ADDITIONS AND MODIFICATIONS.	9
5.07. COLLECTION OF REVENUES.	10
ARTICLE VI - DEFAULTS AND REMEDIES	10
6.01. EVENTS OF DEFAULT.	10
6.02. REMEDIES.	11
6.03. DELAY AND WAIVER.	11
ARTICLE VII - RESERVED	12
ARTICLE VIII - GENERAL PROVISIONS	12
8.01. RESERVED.	12
8.02. PROJECT RECORDS AND STATEMENTS.	12
8.03. ACCESS TO PROJECT SITE.	12
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.	12
8.05. AMENDMENT OF AGREEMENT.	12

DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION
LOAN AGREEMENT

CONTENTS	PAGE
8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.	12
8.07. SEVERABILITY CLAUSE.	13
8.08. SIGNAGE.	13
8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.	13
8.10. AMERICAN IRON AND STEEL REQUIREMENT.	14
8.11. RESERVED.	14
8.12. ASSET MANAGEMENT PLAN.	14
8.13. PUBLIC RECORDS ACCESS.	15
8.14. SCRUTINIZED COMPANIES.	15
8.15. SUSPENSION.	16
8.16. CIVIL RIGHTS.	16
8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.	17
ARTICLE IX - CONTRACTS AND INSURANCE	17
9.01. CONTRACTS.	17
9.02. SUBMITTAL OF CONTRACT DOCUMENTS.	18
9.03. INSURANCE REQUIRED.	18
ARTICLE X - DETAILS OF FINANCING	18
10.01. PRINCIPAL AMOUNT OF LOAN.	18
10.02. RESERVED.	19
10.03. RESERVED.	19
10.04. RESERVED.	19
10.05. RESERVED.	19
10.06. PROJECT COSTS.	19
10.07. SCHEDULE.	19
10.08. SPECIAL CONDITIONS.	20
ARTICLE XI - EXECUTION OF AGREEMENT	21

**DRINKING WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
DW350770**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF UMATILLA, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

RECITALS

Pursuant to Section 403.8532, Florida Statutes (F.S.) and Chapter 62-552, Florida Administrative Code (FAC), the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

Executive Order No. 24-208, amended by Executive Order No. 24-209, and Executive Order No. 24-214, amended by Executive Order No. 24-215, declared a state of emergency in Florida due to Hurricane Helene which made landfall on September 26, 2024, and Hurricane Milton which made landfall October 9, 2024. The Department adopted Emergency Final Order OGC No. 24-2534 and OGC No. 24-2580 to address such emergency conditions; and

The Project Sponsor applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate public health and safety needs attributed to Hurricanes Helene and Milton.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) “Agreement” or “Loan Agreement” shall mean this planning, design, and construction loan agreement.

(2) “Asset Management Plan” means a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-552.700(7), FAC.

(3) “Authorized Representative” shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(4) “Construction” shall mean the work defined in the approved plans and specifications, that is competitively procured and includes the Department’s supplementary conditions and additional federal conditions.

(5) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(6) “Design Activities” shall mean the work that will result in biddable, permittable plans and specifications for an eligible construction project, as defined in the accepted facilities plan. Activities such as surveys, geotechnical evaluations, predesign studies, and environmental assessments are eligible and included within this definition.

(7) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(8) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(9) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds as specified in the Loan.

(10) “Gross Revenues” shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(11) “Loan” shall mean the amount of funds to be disbursed pursuant to this Agreement and subsequent amendments.

(12) “Loan Application” shall mean the completed Department approved DW form 1 which provides all required information to support obtaining planning, design, and construction loan financial assistance.

(13) “Local Governmental Entity” means a county, municipality, or special district.

(14) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(15) “Planning Activities” shall mean the planning or administrative work necessary for the Project Sponsor to submit a facilities plan for review and acceptance from Drinking Water State Revolving Fund. Required documentation is described in Subsection 62-552.700(2), FAC.

(16) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(17) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation for Hurricanes Helene and Milton drinking water improvements. This Project is a Capitalization Grant Project as defined in Chapter 62-552, FAC.

(18) “Technical Services” shall mean project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, overall construction coordination and supervision, and other activities deemed necessary for the construction of a project.

(19) “Utility System” shall mean all devices and facilities of the Water System owned by the Project Sponsor.

(20) “Water System” shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word “person” shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, FAC, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 F.S., the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted.

(12) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Project Sponsor shall update the revenue generation system annually to assure that sufficient revenues are generated for operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
SK-06D01725-0	EPA	66.468	Drinking Water State Revolving Fund	\$200,000	140129

(2) Audits.

(a) In the event that the Project Sponsor expends \$1,000,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit or program specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

(c) If the Project Sponsor expends less than \$1,000,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than \$1,000,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when

required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

- (i) The Department at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

- (ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

- (iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon

request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured. Should the Project Sponsor choose to sell, lease or dispose of any part of the Utility System, Principal Forgiveness funding may be rescinded, and repayment may be required.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred construction costs and related services.

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received

to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

The Department will review the submitted disbursement request to verify that documentation, as described above, is complete and accurate. Upon review and written acceptance by the Department, the disbursement request may be processed.

Requests by the Project Sponsor for disbursement of funds for tasks identified in the project cost table shall be made using the Department's disbursement request form, no more frequently than monthly.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational

integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the

purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement

shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - RESERVED

ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "EPA Signage Guidelines".

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(3) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the

Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

8.11. RESERVED.

8.12. ASSET MANAGEMENT PLAN.

Subsection 62-552.700(7), FAC encourages Project Sponsors to implement an Asset Management Plan to promote long term sustainability of the Water System.

The plan must include each of the following elements: i) identification of all assets within the Project Sponsor's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and drinking water use projections, as applicable, for the sponsor's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility (if the sponsor transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility); and x) a plan to preserve the assets, renewal, replacement, and repair of the assets as necessary and a risk-benefit analysis to determine the optimum renewal or replacement time.

8.13. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.14. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect

based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ARTICLE IX - CONTRACTS AND INSURANCE

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

- (a) Proof of advertising.
- (b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (e) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation in Project construction.
- (f) Current certifications for Disadvantaged Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.
- (g) Certification that the Project Sponsor and contractors are in compliance with labor standards, including E-Verify and prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (h) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

(2) The following must be provided to the Department for professional services contract(s):

(a) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation.

(b) Current certifications for Disadvantaged Business Enterprises participating in the contract.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit the following documents:

(a) Contractor insurance certifications.

(b) Executed Contract(s).

(c) Notices to proceed with construction.

(2) After the Project Sponsor has awarded the professional services contract(s), the Project Sponsor shall submit the following documents:

(a) Executed Contract(s).

(b) Professional Services Procurement Certification.

9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$200,000. Of that, the estimated amount of Principal Forgiveness is \$200,000.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Project Sponsor agrees to the following estimates of Project costs:

TASKS	APPROVED PROJECT COSTS (\$)	CONTINGENT PROJECT COSTS
Planning Activities	200,000	0
Design Activities	0	207,420
Construction and Demolition	0	2,963,045
Contingencies	0	296,305
Technical Services After Bid Opening	0	217,290
SUBTOTAL (Disbursable Amount)	200,000	3,684,060
Less Principal Forgiveness	(200,000)	(3,684,060)
TOTAL (Loan Principal Amount)	0	0

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on November 12, 2025. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning Activities is scheduled for no later than November 15, 2026.

(3) Completion of Planning Activities is scheduled for May 15, 2027. Planning Activities must be approved by the Department before funding for Design Activities is available.

10.08. SPECIAL CONDITIONS.

(1) Prior to execution of this Agreement, the Project Sponsor must submit a signed contract between the engineering consulting firm and the Project Sponsor with specific details of the Planning Activities must be submitted.

(2) The Project Sponsor understands and agrees by execution of this Agreement that funding for Design and Construction is contingent upon acceptance of the Planning Documentation, as defined by subsection 62-552.700(2) F.A.C., as well as acceptance of project eligibility under the American Relief Act, 2025 (P.L. 118-158) and documentation of hurricane impact directly related to the drinking water system.

(3) The Project Sponsor agrees by execution of this Agreement to the terms and conditions as required by the American Relief Act, 2025, and will ensure contracts whether directly entered into with the Project Sponsor or through subcontracts, incorporate the required provisions of the law into the Project.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW350770 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF UMATILLA

Mayor

Attest:

I attest to the opinion expressed in Section 2.02,
entitled Legal Authorization.

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: September 11, 2026

MEETING DATE: September 15, 2026

SUBJECT: Resolution No. 2026-31-A, Community Redevelopment Agency (CRA) Plan Update

BACKGROUND SUMMARY:

The City's Community Redevelopment Plan was last updated in 2017. The proposed 2026 amendment updates the Plan to reflect completed projects, current redevelopment needs, and future CRA programs and projects.

The amended Plan also conforms to Ordinance No. 2026-K, which retained the original CRA boundary and established September 30, 2039, as the deadline for completing redevelopment activities financed with tax increment revenues.

RECOMMENDATIONS:

City Council approve Resolution No. 2026-31-A, Community Redevelopment Agency (CRA) Plan Update

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. City Council Resolution 2026 CRA Plan Amendment
 2. Revised CRA Plan 2026_draft
 3. CRA Improvement Matching Grant Application Revised 2026
-

RESOLUTION NO. 2026-31-A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA; APPROVING AND ADOPTING THE 2026 AMENDMENT TO THE CITY OF UMATILLA COMMUNITY REDEVELOPMENT PLAN; MAKING FINDINGS; CONFIRMING THE COMMUNITY REDEVELOPMENT AREA BOUNDARIES AND REDEVELOPMENT COMPLETION DATE; AUTHORIZING IMPLEMENTATION; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla (the "City Council") previously determined that conditions of slum or blight existed within the designated City of Umatilla Community Redevelopment Area and established the City of Umatilla Community Redevelopment Agency (the "CRA") pursuant to Part III, Chapter 163, Florida Statutes;

WHEREAS, the City Council previously approved a community redevelopment plan for the Community Redevelopment Area, which has been amended from time to time (the "Plan");

WHEREAS, Ordinance No. 2026-K continued the CRA and the completion of redevelopment activities financed by tax increment revenues through September 30, 2039, and retained only the original community redevelopment area within the CRA District;

WHEREAS, the CRA prepared and reviewed the proposed 2026 amendment to the Plan, attached hereto as Exhibit "A" and incorporated herein by reference (the "Amended Plan");

WHEREAS, by CRA Resolution No. 2026-31, the CRA recommended that the City Council approve and adopt the Amended Plan and transmitted its written recommendation to the City Council in accordance with Section 163.361, Florida Statutes;

WHEREAS, the Amended Plan updates the CRA's accomplishments, identifies continuing redevelopment conditions, problems, needs, and opportunities, and revises the redevelopment goals, strategies, programs, and authorized projects intended to address those conditions;

WHEREAS, the Amended Plan does not expand the boundaries of the Community Redevelopment Area or extend the September 30, 2039 time certain established by Ordinance No. 2026-K;

WHEREAS, the City Council caused notice of a public hearing on the Amended Plan to be published in a newspaper of general circulation in the area of operation of the CRA and held the public hearing on September 15, 2026, in accordance with Section 163.361(2), Florida Statutes;

WHEREAS, after considering the Amended Plan, the CRA's recommendation, the staff presentation, and the testimony and evidence presented at the public hearing, the City Council finds that the Amended Plan satisfies the applicable requirements of Part III, Chapter 163, Florida Statutes, and serves the public health, safety, morals, and welfare of the residents of the City of Umatilla; and

WHEREAS, the City Council desires to approve and adopt the Amended Plan and authorize the CRA to implement it in accordance with its terms and applicable law.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated into this Resolution as findings of the City Council.

SECTION 2. STATUTORY FINDINGS. Based upon the Amended Plan, the CRA's recommendation, and the record of the public hearing, the City Council finds that: (a) the Amended Plan conforms to the City's Comprehensive Plan; (b) the Amended Plan is sufficiently complete to describe the redevelopment activities, improvements, rehabilitation, land uses, and related matters proposed within the Community Redevelopment Area; (c) the Amended Plan addresses affordable housing as required by Section 163.360(2)(c), Florida Statutes; (d) the Amended Plan does not contemplate the displacement of families, and therefore no relocation of displaced families is anticipated; (e) the Amended Plan gives due consideration to community policing innovations and to adequate parks and recreational areas and facilities desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the vicinity; (f) the Amended Plan affords maximum opportunity, consistent with the sound needs of the City as a whole, for rehabilitation and redevelopment of the Community Redevelopment Area by private enterprise; and (g) the finding relating to coastal tourist areas in Section 163.360(7)(e), Florida Statutes, is inapplicable because the Community Redevelopment Area is not a coastal tourist area.

SECTION 3. APPROVAL AND ADOPTION. The City Council hereby accepts the CRA's recommendation and approves and adopts the Amended Plan, attached hereto as Exhibit "A", as a modification of the Plan pursuant to Section 163.361, Florida Statutes. Upon adoption of this Resolution, the Amended Plan shall be in full force and effect for the Community Redevelopment Area.

SECTION 4. BOUNDARIES AND TIME CERTAIN. The Amended Plan does not expand the boundaries of the Community Redevelopment Area and does not extend the CRA's existing duration or the time certain for completion of redevelopment activities financed by tax increment revenues. Consistent with Ordinance No. 2026-K, all redevelopment activities financed by tax increment revenues shall be completed no later than September 30, 2039. Any statement in Exhibit "A" that could be construed as establishing a new thirty-year period beginning in 2026 is corrected and superseded by this Section.

SECTION 5. IMPLEMENTATION. The CRA is authorized and directed to carry out the Amended Plan in accordance with its terms, the CRA's annually adopted budget, Part III, Chapter 163, Florida Statutes, Ordinance No. 2026-K, and other applicable law. The Mayor, City Manager, City Clerk, CRA staff, and City and CRA counsel are authorized to take such administrative actions as are reasonably necessary to implement this Resolution and the Amended Plan.

SECTION 6. SCRIVENER'S ERRORS. The Mayor, City Manager, City Clerk, and City Attorney are authorized to correct typographical, grammatical, cross-reference, pagination, formatting, and similar non-substantive errors in this Resolution and Exhibit "A", and to conform Exhibit "A" to Section 4 of this Resolution, without further action of the City Council, provided that no correction changes the substantive intent of the City Council.

SECTION 7. SEVERABILITY. If any section, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Resolution shall not be affected and shall remain in full force and effect.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Umatilla, Florida, at a duly noticed public meeting held on the ____ day of _____, 2026.

ATTEST:

CITY OF UMATILLA, FLORIDA

Jessica Burnham, City Clerk

Christopher R. Creech, Mayor

APPROVED AS TO FORM AND LEGALITY:

Stone & Gerken, P.A.

Jennifer Cotch, City Attorney

EXHIBIT A

2026 AMENDED CITY OF UMATILLA COMMUNITY REDEVELOPMENT PLAN

The 2026 Amended City of Umatilla Community Redevelopment Plan is attached separately and incorporated into this Resolution by reference. Before final assembly, the Plan's Redevelopment Completion Date provision should be conformed to Section 4 of this Resolution and Ordinance No. 2026-K.



2026

CITY OF UMATILLA 2026 AMENDED COMMUNITY REDEVELOPMENT PLAN

Aaron Mercer, City Manager

September, 2026

Acknowledgements

City of Umatilla Community Redevelopment Board

Katherine Adams, Board member

Bear Crockett, Board member

Fred Fetterolf, Board member

Christopher Creech, Chairman

Zack Durbin, Board member

Mayor and City Council

Christopher Creech, Mayor, Seat 2

Fred Fetterolf, City Council Seat 1

Katherine Adams, City Council Seat 5

Zack Durbin, City Council Seat 3

Bear Crockett, City Council Seat 4

City Staff and Consultant

Aaron Mercer, City Manager

Jessica Burnham, City Clerk

LPG Urban & Regional Planners

Stone & Gerken, P.A.

Table of Contents		
Introduction		1
	Location	1
	Overview and History	1
	Demographics	1
Definitions		2
Purpose		2
Redevelopment	Area Boundary	2
Accomplishments		3
Problems and Needs		4
Opportunities		5
Redevelopment Strategies		5
Redevelopment Plan		6
	Vision and Intent	6
	Annual Budget	6
	Redevelopment Incentives	6-7
	Commercial Buildings and Sites Improvement	7
	Housing	7
	Public Property Improvement	7-8
	Streetscape Program	8-9
	Arts & Cultural Amenities	9
	Marketing and Promotional	9
	Eco-Tourism, Economic Development & Ecology Friendly	9
	Stormwater Improvement	10
	Sidewalks Improvement	10
Appendices		
	A - Map of CRA District	11
	B - Map of Original and Expanded Boundaries	12
	C - Map of Sub-Districts	13
	D - Land Data	14-15
	E - Projected Funding/Costs/Budget	16
	F - Ordinances	17-22
	G - Statutory Requirements	23

INTRODUCTION

CITY OF UMATILLA

LOCATION

The City of Umatilla is located in the central part of the State of Florida in Lake County on the southern edge of the Ocala National Forest. The City of Umatilla is approximately 3.1 square miles in size.

OVERVIEW AND HISTORY OF UMATILLA

Nathan J. Trowell founded Umatilla in 1856. The name was taken from an Oregon town of the same name. It is an Indian name meaning "Laughing Waters."

The first schoolhouse was built in 1874. By the turn of the century a general store, a hotel, a grocery store, a post office, a blacksmith shop, a packing house, and four churches had been built.

On November 8, 1904, an election was held for the purpose of incorporating Umatilla. Of 43 votes cast, 35 were in favor of incorporation.

During the 20th century Umatilla prospered with citrus as its dominant business until the freezes of the late 1980's, leaving land available for alternative uses. Current businesses include a pharmacy, restaurants, shops, doctors, a bank, a weekly newspaper, doctor's offices, a hardware and lumber retailer, real estate offices, an RV park, hotel, and industrial businesses.

Present day Umatilla is a community that features a relaxing small town charm in which residents can raise a family in an atmosphere where neighbors still know each other.

The City of Umatilla is aggressive in seeking grants that have allowed for projects that include the upgrade of water and sewer lines, the city's main water plant, lift stations, storm water infrastructure, and amenities to city parks, and upgrades to the municipal airport.

There are three public schools located within the city limits: Umatilla Elementary, Umatilla Middle, and Umatilla High School

DEMOGRAPHICS

The following demographic information is based on the 2024 Census data.

Population: 3,854

Persons 65 and over: 33.4%

Persons Per Household:

Median Age: 47.7

2.2

Median household income: \$71,077

Persons under 19: 17.6%

of households below \$15,000: 10.2%

Persons 20-64: 48.9%



Redevelopment Projects Before and After



DEFINITIONS

WHAT IS REDEVELOPMENT?

Redevelopment consists of any projects or activities within a community redevelopment district to eliminate or prevent blight and rehabilitate or conserve areas of a community.

WHAT IS A COMMUNITY REDEVELOPMENT DISTRICT?

A community redevelopment district consists of areas within a city characterized by blight or slum and/or insufficiencies in affordable housing, infrastructure, transportation, or parking. These insufficiencies pose a risk to the public health, safety, and welfare. Florida law gives local government the power to create a community redevelopment district.

HOW DOES FUNDING WORK?

Funding for redevelopment projects is provided via a mechanism called tax increment financing (TIF). Properties within the redevelopment area are assessed on a fixed date, deemed the "frozen value". Any increase in property value subsequent to the frozen value is an additional tax revenue and is considered "increment". The tax increment is deposited into the CRA fund for further redevelopment efforts. Tax increment is paid annually from the following sources: Lake County Property tax, MSTU, Lake County Water Authority, and the City of Umatilla.

PURPOSE

The purpose of this Plan is to update the City of Umatilla Community Redevelopment Plan, adopted in May 2017. The City of Umatilla established the City of Umatilla Community Redevelopment Agency (CRA) in 1997. In September 2006 updates were approved to the plan including the expansion of the boundaries of the Community Redevelopment Area. The City Ordinance that established the City of Umatilla Community Redevelopment Agency and the 2006 and 2009 ordinances updating the CRA are provided in Appendix A.

The updated plan evaluates the program accomplishments, physical and economic conditions, current challenges and development opportunities facing the community. The plan also presents redevelopment strategies and tasks to encourage economic development, preserve and enhance property values, improve pedestrian safety, and provide recreational facilities.

Ordinance No. 2026-K continued the CRA through September 30, 2039, extended the deadline for completion of redevelopment activities financed by tax increment revenues through that date, and excluded the area added by the prior expansion so that only the original community redevelopment area remains within the CRA District.

REDEVELOPMENT AREA BOUNDARY

The CRA boundaries are approximately located 751 feet +/- north of Bulldog Way on State Road 19 to Mills Street and State Road 19. The boundary spans towards the east ending at South Pine Street and spanning west at the furthest point of Owens Lane and tapering northward to Winogene Avenue and southward back to State Road 19 and Mills Street. For a more detailed description, please see the exact legal description in Appendix B.

ACCOMPLISHMENTS SINCE THE 2017 PLAN UPDATE

Strategic Property Acquisition. Since adoption of the 2017 Plan Update, the CRA has acquired four key properties to support future redevelopment and expansion of the municipal core. The property at 410 N. Kentucky Avenue was the CRA's first strategic acquisition intended to support the future development of an entertainment district. The CRA also acquired and demolished the dilapidated residence at 31 Orange Lane, acquired the nearby property at 86 Orange Lane, and added the parking lot at 59 Cassady Street to its property inventory.

Commercial Building Rehabilitation. The CRA has funded multiple matching facade grants for exterior repairs, repainting, and related improvements. Recipients have included the Masonic Lodge, Ace Hardware, NAPA Auto Parts, the Colonial mixed-use building now occupied in part by 9 North, and other commercial properties. The CRA also provided grant assistance to three commercial property owners for roof replacements and supported smaller projects, including replacement of the iconic Fish N Chix sign.

Hospitality and Adaptive Reuse. The Fox Den Hotel, the City's only lodging establishment, received assistance for window upgrades and exterior painting. The Palm Mansion was reimagined as a wedding and event venue and revitalized through landscaping, painting, parking, and safety improvements.

Transportation and Multimodal Improvements. Several streets within the CRA were repaved and restriped. Improvements to Trowell Avenue included wide bicycle lanes in anticipation of the North Lake County Trail extending through Umatilla.

Streetscape Improvements. As part of the CRA's continuing streetscape efforts, most standard Florida Department of Transportation slotted stop-sign poles were replaced with capped, black-framed poles. The CRA also purchased pole-mounted banners that line the State Road 19 corridor and reinforce the City's identity.

CONTINUING REDEVELOPMENT GOALS

Building on these accomplishments, the CRA's continuing goals are to strategically acquire and assemble property for redevelopment and public purposes; advance the future entertainment district and strengthen the municipal core; encourage the rehabilitation, adaptive reuse, and aesthetic improvement of commercial properties through well-structured grant programs; expand parking and other supporting infrastructure; improve streetscapes and community identity; and enhance bicycle, pedestrian, and trail connectivity, including connections to the planned North Lake County Trail.

PROBLEMS AND NEEDS WITHIN GEOGRAPHIC AREA

The purpose of this section of the plan is to provide a list of problems and needs identified within the CRA boundaries. These items are then addressed within the CRA Plan through redevelopment strategies which include the implementation of specific programs and projects of the Community Redevelopment Agency, the City of Umatilla or other governmental agencies operating within the Community Redevelopment Area.

PROBLEMS

- High occurrence of vacant businesses and high vacancy rates of commercial facilities.
- Buildings occupied with businesses are in need of repair.
- Blighted and chronically noncompliant properties continue to impair redevelopment and may require sustained code enforcement and other lawful corrective action.
- The SR 19 corridor lacks a meaningful streetscape.
- There is a deficit of off-street parking spaces for commercial uses.
- Existing crosswalks on SR 19 are too dangerous to cross.
- Blighted and chronically noncompliant properties continue to impair redevelopment and may require sustained code enforcement and other lawful corrective action.
- The width of SR 19 visually separates the City into two halves.
- Several local roadway segments remain unpaved, including part or all of Owens Lane, South Kentucky Avenue, Orange Court, Roberts Street, and Blanche Avenue.
- Many local streets are in need of resurfacing.
- Commercial properties have no clear definition between road, driveways, and parking areas.
- Commercial buildings are in need of repair and upgrades.
- Streetscape and medians are in need of enhancements.
- Existing landscaping is in need of enhancements.
- Utility poles and power lines are unsightly.
- Central sewer treatment system is not connected to 100% of the structures.
- Numerous properties continue to rely on individual septic systems rather than the City's central sewer system.
- The stormwater system is inadequate during large rain events.

NEEDS

- Upgrade the street view of commercial buildings.
- Incentive programs and financial assistance programs for commercial property owners wishing to improve the street view of their properties.
- Restore, replace, or find new uses for deteriorated and empty stores.
- Acquire, maintain and/or improve public property.
- Provide usable crosswalks across SR 19.

- Develop a parking plan for existing community businesses.
- Continue the strategic acquisition and assembly of properties within the municipal core, generally between City Hall and the adjacent parking lot and Trowell Avenue, for future municipal facilities and a governmental campus.
- Eliminate blight through coordinated code enforcement and, when authorized and appropriate, foreclosure of code enforcement liens following continued noncompliance.
- Improve local street in need of resurfacing or paving.
- Utilize the incentive programs for commercial redevelopment.
- Enhance the streetscapes and medians in commercial areas.
- Encourage development of mixed-use infill in vacant or non-conforming lots
- Continue to make improvements to central water, wastewater treatment, and Stormwater systems.
- Installation of beautification features within the redevelopment area to draw visitors to Umatilla.
- Establish artistic and cultural activities and attractions for residents and visitors.
- Expand the employment opportunities and diversify the types of businesses.
- Coordinate a marketing strategy for commercial areas.
- Improve and expand wastewater treatment infrastructure.
- Expand potable water to non-service areas.

OPPORTUNITIES

- Vacant lots throughout the CRA provide opportunities for development, infrastructure improvements and expansion.
- The linkages between the school, churches, community, and city should be maintained.
- SR 19 can be evaluated for possible redesign and landscaping.
- Incentive programs can assist in upgrades to existing commercial businesses which would make a big impact to downtown.
- There are medians along SR 19 that provide an area for streetscape enhancements.
- State and federal grants are available for redevelopment.
- The Umatilla Chamber and the City of Umatilla are well organized and have established redevelopment as a primary goal.
- Press coverage is ample and positive.

REDEVELOPMENT STRATEGIES

The purpose of creating the CRA was to identify and address blighting conditions and to enable the City to establish a mechanism to finance redevelopment projects more efficiently through Tax increment Financing (TIF). The TIF will finance many of the redevelopment programs and projects identified in this Redevelopment Plan.

When considering redevelopment strategies, it is important to note that the CRA cannot possibly fund the immense task of redevelopment on its own. It must therefore structure its programs to act as catalysts for redevelopment efforts by individual residents and businesses within the CRA and to leverage investment by private enterprise. Innovative programming on the part of the Agency is necessary to maximize benefits from expenditures.

Since the implementation of a few strategically placed well-funded programs may have a much greater impact on the overall area than many inadequately funded ones, programs must be evaluated in the context of the agency's overall goals, and implemented accordingly.

The programs and projects of the redevelopment plan are designed to solve the underlying problems that have a blighting influence on the City of Umatilla CRA, satisfy basic needs of the general public and take advantage of opportunities for economic, social or aesthetic improvement.

For avoidance of doubt, CRA funds may be programmed and expended, consistent with this Plan, annual budget approvals, and applicable law, for commercial grant programs and residential grant programs within the CRA District and for septic-to-sewer conversions under applicable programs when those expenditures further the elimination of blight, improve public health and safety, protect the environment, or enhance property values.

REDEVELOPMENT PLAN

VISION AND INTENT

The goal of the City of Umatilla Redevelopment Board is to rehabilitate and redevelop areas within the district while meeting the needs of the business owners and residents of the community.

ANNUAL BUDGET

The objective of the annual budget is to ensure that money is spent prudently and legally within the allocations and priorities established by the CRA.

The CRA Board has developed project plans based on the CRA budget adopted for the fiscal year. Funds allocated through the CRA Budget may be used for the following purposes:

- Consulting fees, including but not limited to planners, engineers, architects, landscape architects, graphic designers and attorneys.
- Salaries or compensation to City staff assigned to administer the CRA programs or projects.
- Upgrades, improvements, and enhancements on private property and City owned or public property within the CRA, including improvements within rights of way and publicly dedicated land, and any allowable project identified within the CRA Plan.
- All expenditures from the redevelopment trust fund must satisfy two requirements: the undertaking must be authorized by this Plan, and the expenditure must qualify under Section 163.387(6)(c), Florida Statutes, including applicable powers and limitations in Section 163.370, Florida Statutes. Expenditures shall be made only pursuant to an adopted annual budget. Administrative and overhead costs must be directly related to implementation of this Plan, reasonable, and supported by appropriate documentation. CRA funds shall not be used for general governmental operating expenses unrelated to this Plan, administrative buildings or police or fire facilities except as permitted by law, or public capital improvements previously scheduled to be constructed with other public funds except as permitted by law.

REDEVELOPMENT INCENTIVES PROGRAM

The objective of this program is to encourage the redevelopment of commercial buildings and sites within

the CRA.

“Start up” costs associated with redeveloping an existing building or site may be a deterrent to the improvement of blighted conditions within the CRA. Application fees and impact fees represent a significant portion of a business owner’s “start up” costs. For example, a site plan is often required when a new business inhabits an existing building depending on whether the new occupant is changing the use of the building or making renovations or improvements to the building or site. Applicants are required to pay a “site plan” review fee and may not begin improvements until the site plan is approved. In addition, the owner may be required to pay impact fees depending on the nature of the business and the modifications being made to a building. Impact fees or other fees related to development may be reduced or eliminated through an approved grant.

The City will “fast track” its review of development applications for buildings and sites within the CRA to the greatest extent possible. The City will waive all or part of an owner’s development review fees and/or impact fees based upon the amount of money that the owner expends improving or renovating the building or site, subject to a cap of \$5,000 and approval by the City Manager. The CRA may provide direct financial assistance, including matching grants, to eligible commercial property owners and tenants for qualifying improvements within the CRA District, subject to program guidelines adopted by the CRA Board, annual budget appropriations, and applicable law. An owner may request an additional waiver from the CRA (although the CRA is not bound to grant such a waiver). If an additional waiver or grant award is requested, the CRA should apply the following criteria when making its decision:

- The extent that the redevelopment of a building or site will have a positive impact on the surrounding area or will further the goals of the CRA plan;
- Whether the type of business that is proposed will improve the quality of life for the residents of Umatilla (including such considerations as to whether the business is unique or duplicative, whether it will promote or encourage additional businesses to locate to the area, whether it is likely to succeed, whether it will create jobs); and
- The extent that the request will deplete funds available for other projects (including whether other projects are anticipated or pending during the budget year, the effectiveness of this program, and whether funds allocated to this program are needed for other projects).

COMMERCIAL BUILDINGS AND SITES IMPROVEMENT PROGRAM

The objective of this program is to encourage the renovation and improvement to the exterior of individual commercial buildings. Exterior improvements to commercial buildings and sites within the CRA improve the appearance of the City’s commercial corridors, promote economic activity within the City and spur additional owner-initiated improvements.

The CRA’s Improvement Grant Program provides a matching grant to pay eligible costs incurred by a qualified owner or tenant in making façade and site improvements within the CRA district. Eligible improvements may include structural improvements, signage, landscaping, decorative lighting, painting when the entire façade is redone, trim, storefront windows, exterior doors, awnings, shutters, and, when approved under adopted program guidelines, site and utility improvements integral to code compliance, public health, or environmental protection, including septic-to-sewer conversions and associated laterals, connections, and lawful abandonment of on-site septic systems. At least half of each grant award shall be used for improvements to the façade itself. Funds shall be allocated on a first-come, first-served basis. Only one grant shall be considered for award per business location or address every three (3) years. The applicant shall provide a dollar-for-dollar match for CRA funds in excess of the tax increment revenue generated by the applicant’s property, up to \$2,000. Grants shall be reimbursement-based and subject to

adopted eligibility, application, completion, documentation, and award criteria. Grant funds may not be used for general business operating expenses.

HOUSING PROGRAM

Housing is essential to the character and economic vitality of Umatilla. As the city grows, demand for a greater variety of housing increases. The redevelopment program should focus on diverse housing options for homeowners and renters. Downtown and Commerce mixed use developments would allow residents greater access to walk to jobs, shops, and parks. Within the redevelopment district, vacant lots should be analyzed for the potential infill and housing development opportunities.

The provision of affordable housing opportunities for residents of differing demographics encourages the opportunity for infill in vacant or non-conforming lots and reduction of generated trips in the downtown area.

Residential Façade and Property Improvement Grant Program

The CRA Board may establish and administer residential grant programs within the District to improve the exterior appearance and functionality of residences, with priority given to areas most visible to the public from adjacent streets, parks, or other public places. The CRA may establish and administer residential façade and property improvement grant programs for residential property located within the CRA District. Eligible improvements may include exterior painting, façade repair, roofs, windows, doors, porches, accessibility improvements, landscaping, demolition or removal of deteriorated improvements, correction of code violations, and other exterior improvements that eliminate or prevent blight, deterioration, unsafe conditions, or threats to the public health, safety, or welfare. All grants shall be subject to adopted eligibility requirements, funding limitations, matching requirements, and other program guidelines approved by the CRA Board.

PUBLIC PROPERTY IMPROVEMENTS PROGRAM

The objective for this program is to allow the City to acquire property, maintain and/or improve property within the CRA for the purpose of assisting with the implementation of other CRA programs or meeting the objectives of such programs, including, but not limited to, providing adequate parking, improving roadways, providing bus stop shelters, improving pedestrian access, providing restrooms, splash pads, and other recreational amenities. Pathways, trails, parks, meeting areas, drainage, lighting, utilities, and facilitating the use of the CRA for community events, activities and economic development are other recognized components of this program.

Several properties within the CRA are currently owned by the City of Umatilla, dedicated to the public or function as rights of way. Parking areas, public restrooms, public meeting places and parks are needed within the CRA in order to promote community events and activities and economic development. In addition, it may be critical to other CRA Programs such as the Commercial and Employment Improvement Program, Residential Neighborhood Improvement Program and Streetscape Program that work is undertaken within public rights of way (e.g. utility installation or relocation, tree trimming, paving or stabilization of roads, sidewalk repair or installation, etc.).

The City may have the opportunity to acquire, maintain and/or improve property within the CRA from time to time. Such improvements may include demolishing existing structures; clearing and preparing land; stabilizing or paving parking areas; paving streets or roads; installing bus stop shelters; improving utility infrastructure, including water and sewer facilities and septic-to-sewer conversions with associated

laterals, connections, and lawful abandonment of on-site septic systems; relocating or improving stormwater retention areas; installing or repairing sidewalks; clearing debris; installing landscaping; installing and trimming trees; and repairing, maintaining, or installing wayfinding and other signage, banners, and lighting. In addition to physical improvements, the CRA may utilize City staff and retain consultants, including engineers, planners, surveyors, and attorneys, and may pay eligible acquisition-related costs such as real estate fees, appraisal services, and environmental assessment studies. Acquisition, demolition, clearance, site preparation, and public improvement expenditures shall comply with Sections 163.370 and 163.387(6)(c), Florida Statutes, including the limitations applicable to public capital improvements previously scheduled to be constructed with other public funds.

STREETSCAPE PROGRAM

The objectives for this program are to create a sense of place when one enters the City of Umatilla. This may be accomplished through the addition of recurring elements to the streetscape and improving the north and south gateways to the City. The Streetscape Program promotes and supports community events, outdoor activities, quality of life and economic prosperity by improving pedestrian access within the CRA, improving safety and traffic conditions by calming and slowing traffic and by assisting local businesses by improving parking conditions and drawing attention to the City's commercial areas.

The City's commercial corridor lacks recurring elements or characteristics that define or identify the City's business districts or designate the "entrances" to the City. The purpose of a streetscape program is to create a "sense of place" that is easily recognizable and consistent with a city's character.

The Board may choose to retain a design consultant to formulate a streetscape plan or develop a plan utilizing staff. The design consultant may utilize the services of one or more consultants as deemed necessary, and may conduct meetings with the CRA Board, property owners, government agencies, members of the public or City staff during the process of formulating a proposed streetscape plan.

The streetscape plan may include such items as decorative lighting, wayfinding and other signage, light post banners, landscaping within medians to compliment the median sponsor program and at other locations, installation of trees to soften buildings and provide greenery in the streetscape, pedestrian crossings, sidewalks, traffic calming, artistic features both man-made and natural, the use of murals on public and private buildings, and architectural enhancements to public or private buildings.

The Board may request City staff and any of the following consultants to assist with the formulation of land development regulations and design criteria for overlay districts within the CRA in an effort to facilitate implementation of the Streetscape Program (e.g. existing setback and site development requirements may impede implementation of the Program): design consultant, land planner, engineer, landscape architect, and attorney.

ARTS AND CULTURAL AMENITIES PROGRAM

The objective of the Arts & Cultural Amenities Program is to add beautification features throughout the CRA District through innovative designs, materials, construction methods, public art, and other physical improvements that cultivate a pleasant and engaging built and natural environment reflecting the distinctive personality of Umatilla. The CRA may support arts and cultural activities only to the extent the expenditure is authorized by Section 163.387(6)(c), Florida Statutes, and directly implements an eligible redevelopment project or public-realm improvement identified in this Plan. CRA trust fund monies shall not be used for general event operations, entertainment, giveaways, or advertising whose principal purpose is conducting or promoting an event.

MARKETING AND PROMOTIONAL PROGRAM

The objective of the Marketing and Promotional Program is to support and economic development within the CRA District through wayfinding, district branding incorporated into eligible physical improvements, business recruitment materials tied to specific redevelopment projects, and other activities authorized by Section 163.387(6)(c), Florida Statutes. CRA trust fund monies shall not be used for general event operations, entertainment, giveaways, or advertising whose principal purpose is conducting or promoting festivals, movies in the park, food truck nights, art festivals, or similar.

ECO-TOURISM, ECONOMIC DEVELOPMENT AND ECOLOGY FRIENDLY OPPORTUNITIES PROGRAM

The objective for this program is to draw people to the area that will patronize local businesses and undertake ecologically friendly projects that will promote conservation awareness and to attract businesses to the community that will provide goods and services related to eco-tourism. For example, businesses such as camping and kayaking outfitters, hiking guides, bed & breakfast “inns”, and sporting goods retailers should be encouraged. If possible, also provide trailheads, trails, bicycle paths (or crossings), and informational kiosks within the CRA or provide signage directing visitors to such locations. Facilitate and/or encourage the use of multi-modal transportation, “green” design and construction, and alternative energy usage within the CRA.

The City’s proximity to natural resources, wildlife areas and recreational opportunities make it possible for local businesses to provide services to those visiting the City of Umatilla. The installation of wayfinding signs, banners, and signage could promote themes related to wildlife, recreational opportunities, native foliage and reinforce the City’s “ecologically friendly” image. Other opportunities are the facilitation of multi-modal transportation, alternative energy, water and natural resource conservation, “green” construction or landscape design, and similar concepts. The promotion of eco-tourism and ecology friendly programs will further economic development and provide larger customer base for restaurants, lodging and retail providers.

The “Nature’s Hometown” slogan should be incorporated into logos, signage or banners when appropriate. Architectural features, paint colors or sculptures and statues could be used to promote the “ecologically friendly” theme. Provide funding and improve trailheads originating in the CRA (if applicable) and provide one or more information Kiosks within the CRA regarding recreational and/or ecological related opportunities.

STORMWATER IMPROVEMENT PROGRAM

The objective of this program is to ensure the reduction of Stormwater flooding within the CRA by assisting with Stormwater related improvements as needed based on the availability of funds, either through financing a project within the CRA district or providing matching funds.

Consistent with CRA objectives concerning water quality and public health, CRA funds may be used, subject to budget availability, adopted program guidelines, and applicable law, to provide matching funds, grants, or reimbursements for septic-to-sewer conversions within the CRA District, including laterals, connections, and lawful abandonment of on-site septic systems, when the work demonstrably improves water quality, reduces pollutant loadings, or mitigates flooding or groundwater impacts.

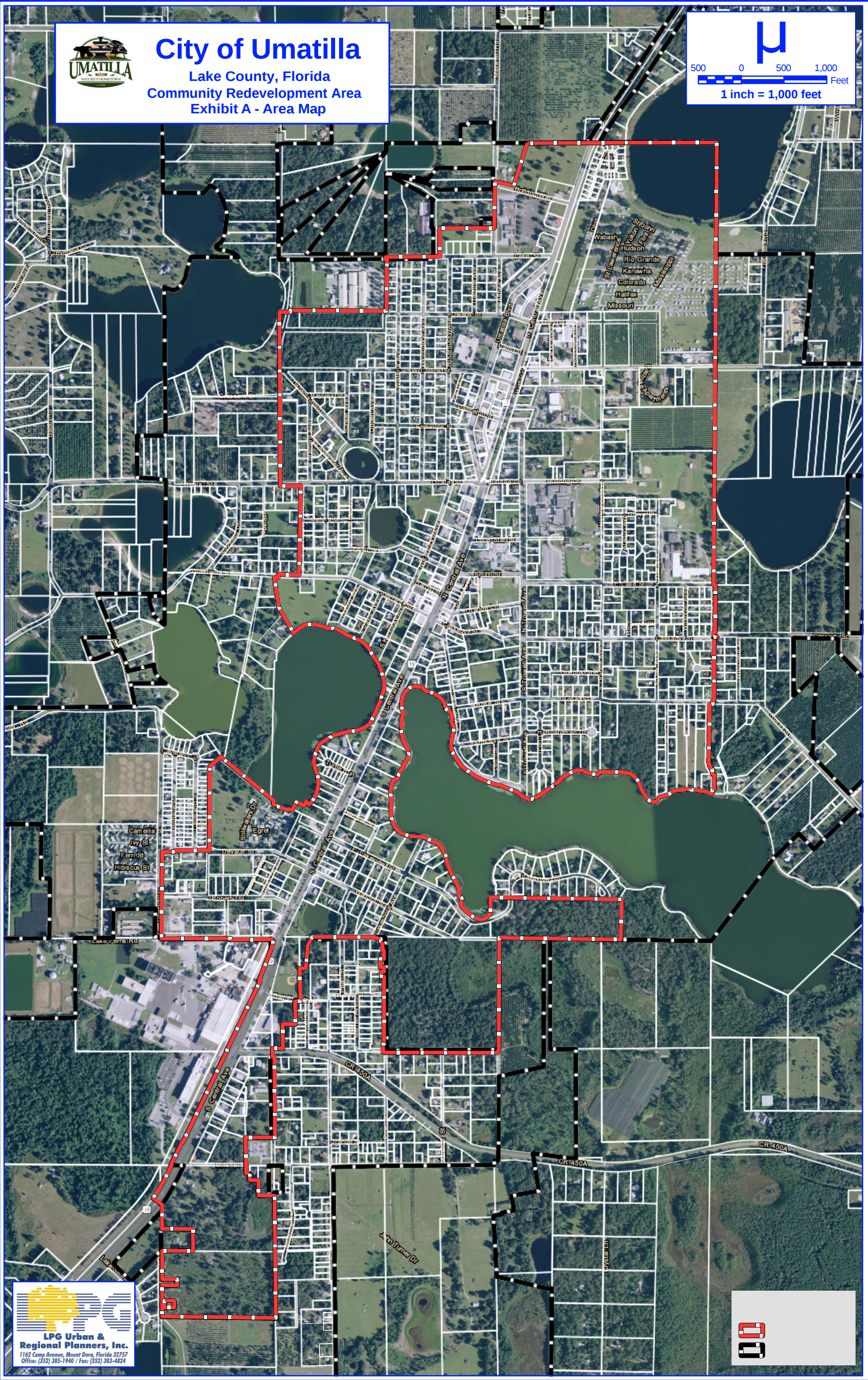
The City of Umatilla has identified several areas with flooding or water quality problems. Recommended improvements to alleviate level of service deficiencies have been identified, but due to a shortage in grant monies these projects are pending until additional funds are available. The City adopted a Stormwater utility program to assist with funding Stormwater improvements throughout the City.

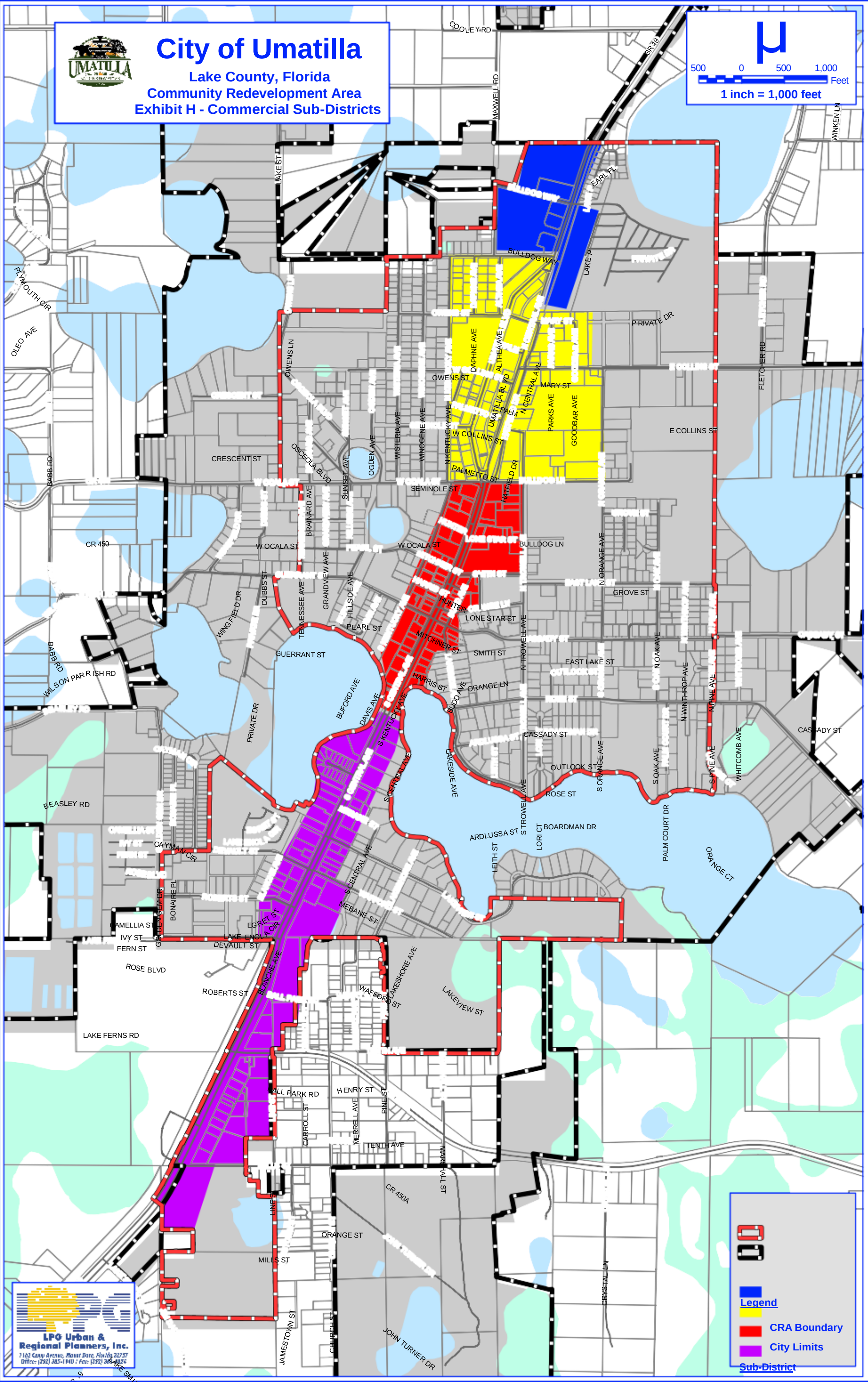
SIDEWALKS IMPROVEMENT PROGRAM

The objective to this program is to provide safe access to schools, parks, residential areas, commercial opportunities and recreational activities. In addition, the Program is intended to assist with providing alternative modes of transportation.

As noted in the “Finding of Necessity” Report, about 6.4 miles of sidewalk is needed within the CRA. In Figure B-3, the various areas of priority are illustrated according to their close proximity to schools, parks and other public areas of interest. This criterion was labeled as an “unsafe” condition and assisted in determining that blighted conditions within the CRA. Due to the urgency and need, the City continues to utilize funds available from the general fund or any other programs to install and repair sidewalks. The City provides approximately 1,200 to 2,000 feet of new sidewalks or sidewalk repairs annually.

CRA funds will be utilized when the installation or repair of particular sidewalks is integral to the success of other CRA Programs (e.g. Streetscape or Commercial Improvement Program. Specific requests will be considered from the City to assist with funding sidewalk projects, including the use of CRA funds as matching funds for other grant programs.





APPENDIX D

LAND DATA

DEVELOPED LANDS/EXISTING LAND USE

There are approximately 978.60 +/- acres within the CRA (Exhibit A). In order to ascertain the existing land uses within the CRA in an economical manner, data was obtained from the property appraiser's office and a review was conducted of aerial imagery. Review of the data (Table 1-1) indicates that a total of 576.11 +/- acres (58.87%) of the CRA are developed, approximately 259.03 +/- acres (28.84%) are classified as vacant and available for development. The remaining undeveloped properties consist of right of way and open space.

Table 1-1 DEVELOPED LANDS/EXISTING LAND USE		
Categories	Acres	%
Residential	307.72	53.42%
Commercial	96.74	16.79%
Industrial	61.94	10.75%
Institutional	109.71	19.04%
TOTAL	546.99	100.00%

The majority of the developed land is Residential (307.72 acres or 53.42%). This category includes single family, duplexes, triplexes, multi-family and mobile home parks. The next largest category of developed property is the Institutional category which includes schools, churches, and city owned lands including parks (109.71 acres and 19.04%). Commercial lands are the third largest category in the CRA (96.74 acres and 19.02%). The Commercial tracts are predominantly along SR 19. The type of uses varies from banks, restaurants, offices, an RV park, retail and personal service uses. Industrially developed land has the least amount of acreage (61.94 acres and 10.75%).

VACANT LANDS

Review of the vacant lands data indicates that there are approximately 259.03 +/- acres available for development within the CRA (Table 1-2). Vacant lands designated as residential account for approximately 38.62% (100.03 +/- acres). Commercially designated vacant lands account for approximately 13.79% (35.72 +/- acres). Vacant lands designated Institutional account for 24.76% (64.13 +/- acres). Industrially designated vacant lands account for 22.83 % (59.13 +/- acres). Several properties that are currently designated by the Property Appraiser's office as Agriculture have been given a Residential, Commercial, Industrial or Institutional designation for the purposes of this report. This determination was made by considering the Future Land Use and Zoning of the property.

Table 1-2 VACANT LANDS/EXISTING LAND USE		
CATEGORIES	ACRES	%
Residential	100.03	38.62%
Commercial	35.72	13.79%
Industrial	59.15	22.83%
Institutional	64.13	24.76%
TOTAL	259.03	100.00%

ZONING

Review of the City of Umatilla zoning map (Table 1-3) indicates that the majority of the area within the CRA is zoned for residential development (48%). Lands designated for commercial development account for 14.87%. Industrially zoned lands account for only 5.25% (52.38 acres).

TABLE 1-3 ZONING

	CATEGORIES	ACRES	PERCENTAGES
Commercial			
	C-1	27.36	2.74%
	C-2	58.94	5.90%
	TC	47.95	4.80%
	CPUD	14.32	1.43%
Industrial			
	LM	9.12	0.92%
	IPUD	43.26	4.33%
Public Facilities District	PFD	132.9	13.58%
Residential			
	R-3	73.49	7.37%
	UR-5	270.4	27.10%
	MF-12	3.16	0.31%
	MF-8	0.65	0.06%
	RP	57.6	5.77%
	PUD	71.19	7.20%
ROW		160	16.03%
Lake		28.48	2.85%
Total		997.64	100%

FUTURE LAND USE

Review of the City of Umatilla Future Land Use data (Table 1-4) indicates that the majority of the area is designated as residential with approximately 647 + acres (47%). Single Family Medium Density accounts for 339 + acres (34%). The remainder of the residential property is Single Family Low Density (4%), Multi-Family (6%) and Mobile Home High Density (2%). Lands designated Commercial account for 148 + acres (15%). Institutional and Recreational lands account for 128 + (13%).

HOUSING DATA

Housing data from the 2020 Census:

Owner occupied: 67.5%

Renter occupied: 32.5%

Vacant housing units: 12.6%

TABLE 1-4 FUTURE LAND USE

CATEGORIES	ACRES	PERCENTAGES
General Commercial	73.21	7.38%
Commercial Wholesale	2.33	.23%
Tourist Commercial	50.17	5.06%
Downtown Mixed Use	23.1	2.33%
Commercial Total	148.13	15%
Industrial	57.99	5.85%
Institutional	92.57	9.34%
Recreational	34.92	3.52%
Single Family Low Density	48.14	4.86%
Single Family Medium Density	339.47	34.24%
Multi-Family	62.86	6.34%
Mobile Home High Density	18.29	1.84%
Residential Total	647.11	47.28%
ROW	160	16.14%
Lake	28.49	2.87%
Total	991.54	100%

Built prior to 1980: 34%

Median home value: \$195,400

Review of the data indicates that the area is predominately owner occupied (67.5%) with approximately 1/3 of the housing stock over 42 years old (34%). Comparison of the 2010 Census data indicates owner occupied housing units have increased by approximately 26% while renter occupied dwelling units have decreased by approximately 10%. A decrease in vacant housing units from 13.9% to 12.6% is also indicated.

TAXABLE VALUE

Review of the Property Appraiser data indicates that the majority of the properties (818 parcels covering 403.02 +/- acres) within the CRA have a taxable value of \$500,000 or less (76%) (Table 1-5). There are 31 parcels (109.59 +/- acres) with a taxable value of \$1,000,000 to \$ 500,001 (2.94%). There are 19 parcels (195.99 +/- acres) with a taxable value of \$1,000,001 to \$10,000,000 (1.78%).

TABLE 1-5 TAXABLE VALUES				
Total Assessed Values	Number of Tax Parcels	Percent of Total	Total Number of Acres	Percent of Total
\$0- \$15,000	54	5.07%	51.88	6.15%
\$15,001 - \$50,000	91	8.55%	46.09	5.46%
\$50,001 - \$100,000	51	4.79%	36.33	4.31%
\$100,001 - \$500,000	818	76.87%	403.02	47.83%
\$500,001 - \$1,000,000	31	2.94%	109.59	13.0%
\$1,000,001 - \$10,000,000	19	1.78%	195.99	23.25%
Total	1,064	100.00%	842.9	100.00%

SUMMARY OF LAND USES

The Future Land Use designation and Zoning of the properties within the CRA are primarily consistent with the Existing Land Use of those properties. Commercial uses form the core of the CRA along SR 19 or within close proximity to it. Residential properties surround the commercial, expanding to the east and west. The majority of the properties within the CRA have a Future Land Use designation and zoning of Residential. Residential is also the largest Existing Land Use within the CRA.

There are several large vacant properties with the potential for development in the CRA. The properties which could be developed as a residential use, based on FLU and zoning, have a low taxable value as these properties are currently used for Agriculture. There is potential for increased funds for the CRA as these properties are developed. There are also a few vacant properties with low taxable values at this time that would potentially be developed for commercial use. These would increase the taxable value of the CRA as well.

APPENDIX E

TAX INCREMENT FINANCING ESTIMATES

TABLE 1-6 TIF CONTRIBUTION ESTIMATES		
Fiscal Year	Actual Income	Projected Income
2021	\$ 294,807	
2022	\$ 371,849	
2023	\$ 550,227	
2024	\$ 755,600	
2025	\$ 975,800	
2026	\$ 1,142,186	
2027		\$ 1,603,388
2028		\$ 1,655,049
2029		\$ 1,707,744
2030		\$ 1,761,492
2031		\$ 1,816,315
2032		\$ 1,872,235
2033		\$ 1,929,273
2034		\$ 1,987,451
2035		\$ 2,046,794
2036		\$ 2,107,323
Total	4,090,469	18,487,062

Table 1-6 assumes a modest growth in property values continuing through 2036, with a 2% annual increase in property values for this period. The millage rate used for calculations are the 2027 rates for Lake County, MSTU and the city. The Water Authority has not paid for 2 years so they have been removed from the estimates. The amounts estimated are 95% of the increased value over the base year. This is a conservative estimate and does not take into consideration any new construction or new assessments. New development, especially on undeveloped property, will increase the total tax increment as they are entered on the tax roll.

REDEVELOPMENT PLAN BUDGET

Table 1-7 illustrates program budgets for the next five years. There will be amendments to the Redevelopment Plan and the table will be amended accordingly. The Proposed Budget table is for planning purposes only and is not a guarantee of expenditure of funds. Actual allocations are determined annually through the budget process. This proposed budget is intended to serve as a guide and is not intended to replace the annual budget adopted by the CRA.

TABLE 1-7 PROPOSED BUDGET					
	2027	2028	2029	2030	2031
TIF Revenue	\$ 1,603,388	\$ 1,655,049	\$ 1,707,744	\$ 1,761,492	\$ 1,816,315
Balance Forward	1,980,568	2,576,002	3,151,659	3,657,628	4,183,992
Available	3,583,956	4,231,051	4,859,402	5,419,119	6,000,307
EXPENDITURES					
CRA Programs	80,000	200,000	200,000	200,000	200,000
Capital Outlay	640,000	610,000	700,000	700,000	650,000
Miscellaneous	287,954	269,393	301,775	335,127	369,482

PUBLICLY FUNDED CAPITAL IMPROVEMENT PROJECTS IN THE CRA

The City of Umatilla Capital Improvements Plan (CIP) for FY 2027-2031 includes the following projects:

Fiscal Year	Project	Budget
2027-2029	Land Acquisition	\$ 1,000,000
2027-2031	Street Resurfacing	\$ 600,000
2027-2031	Street & Wayfinding Signs	\$ 200,000
2027-2031	Lighting Improvements	\$ 100,000
2027-2029	Bus shelters and benches	\$ 100,000
2027-2029	Parking	\$ 400,000
2028-2031	Septic to Sewer	\$ 800,000
2029-2030	Park Improvements	\$ 100,000
Total		\$ 3,300,000

ORDINANCE CREATING COMMUNITY
REDEVELOPMENT AGENCY

AN ORDINANCE CREATING COMMUNITY REDEVELOPMENT AGENCY PURSUANT TO FLORIDA STATUTE 163; ADOPTING THE DEFINITIONS AS SET FORTH IN FLORIDA STATUTE 163.340; APPOINTMENT OF A BOARD OF COMMISSIONERS; PROVISION FOR TERM OF OFFICE; PROVIDING FOR COMPENSATION; PROVIDING FOR POWERS OF THE AGENCY; PROVIDING FOR THE INCORPORATION OF ALL POWERS AND RESTRICTIONS SET FORTH IN FLORIDA STATUTE 163; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UMATILLA,
that

WHEREAS the City of Umatilla City Council, by resolution, did make a finding of necessity that one or more of slum or blighted areas exist in the City of Umatilla; and

WHEREAS the rehabilitation, conservation, or redevelopment or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, and morals, or welfare of the residents of the City of Umatilla, and

WHEREAS, Florida Statute 163 provides for the creation of a community redevelopment agency to function in the City of Umatilla to carry out the community redevelopment purposes as defined in said Statute, and

WHEREAS, Florida Statute 163 requires the adoption of this Ordinance to enable the City of Umatilla to pursue with the Community Redevelopment,

BE IT ORDAINED AS FOLLOWS:

A board of commissioners of the Community Redevelopment Agency shall consist of five (5) commissioners. The terms of office of the commissioners shall be for four (4) years, except that three (3) of the members first appointed shall be designated to serve terms one, two, and three years respectively, from the date of their appointment, and two members shall be designated to serve for terms of four years from the date of their appointment. The appointments shall be made by the Umatilla City Council.

Any vacancy occurring during the term of office shall be filled for the remainder of the unexpired term.

The initial appointment for the one year term shall be Robert Crownover. The initial appointment for the two year term shall be Phil Conant. The initial appointment for the three year term shall be Carl Ludecke. The initial appointments for the four year terms shall be William Kicklighter and Charles Demko. The commissioners and their successors appointed pursuant to this act shall receive no compensation. Notwithstanding the powers granted to the Community Redevelopment Agency, the powers

hereinafter set forth shall remain exclusively vested in the City Council of the City of Umatilla.

1. The power to determine an area to be a slum or blighted area, or combination thereof, to designate such area as appropriate for a community redevelopment project, and to hold any public hearings required with respect thereto.

2. The power to grant final approval to community redevelopment plans and modifications thereof.

3. The power to authorize the issuance of revenue bonds as set forth in Florida Statute 163.385.

4. The power to approve the acquisition, demolition, removal, or disposal of property as provided in Florida Statute 163.370(4) and the power to assume the responsibility to bear loss as provided in Florida Statute 163.370(4).

SAVINGS CLAUSE. If any section, sentence, clause, phrase, or word of this Ordinance is for any reason held, or declared to be unconstitutional, inoperative, or void, such holding or invalidity shall not effect the remaining portions of this Ordinance; and it shall be construed to have been Council intent to pass this Ordinance without such unconstitutional, invalid, or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provision thereof, shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property, or circumstances.

EFFECTIVE DATE. The ordinance shall take effect upon becoming a law.


Mayor, City of Umatilla

Passed upon third and final reading this 1st day of April, 1980.

ATTEST:

L) bO 3/4) -
Clerk
DEC/tab/20

CITY OF UMATILLA, FLORIDA, ORDINANCE NO. A

AN ORDINANCE OF THE CITY COUNCIL OF UMATILLA, FLORIDA, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ESTABLISHMENT AND ADMINISTRATION OF A COMMUNITY REDEVELOPMENT TRUST FUND; PROVIDING FOR THE DESIGNATION OF THE COMMUNITY REDEVELOPMENT TRUST FUND AS THE RECIPIENT OF FUNDS PURSUANT TO SECTION 163.387, FLORIDA STATUTES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

U

WHEREAS, the City Council of the City of Umatilla has by Resolution established a finding of blight; and,

WHEREAS, the City Council desires to provide for the removal of such blighted areas and redevelop such areas, pursuant to the Community Redevelopment Act of 1969, hereafter referred to as the "CRA", as contained in Florida Statutes, Chapter 163, Part III, and,

WHEREAS, the City Council has, by Resolution approved a Community Redevelopment Plan for the City.

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

Section 1. There is hereby established and created, in accordance with the provisions of Section 163.387, Florida Statutes, a Community Redevelopment Trust Fund, hereafter referred to as the "Fund".

Section 2. The monies allocated to and deposited into the Fund are hereby appropriated to the City of Umatilla Community Redevelopment Agency, hereafter referred to as the "Agency", to finance projects within the Community Redevelopment Project Area, hereafter referred to as the "Project". The Agency shall utilize the monies and the revenue paid into and earned by the Fund for all and every Community development purpose delegated to it by the established

Community Redevelopment Plan, hereafter referred to as the "Plan", and as further provided by law. The Fund is to exist for the duration of the Project programs or until legally terminated by ordinance. Said monies shall be held by the City for and on behalf of the Agency and distributed to the Agency in accordance with a subsequent agreement to be established between the City and the Agency.

Section 3. There shall be paid into the Fund each year by all taxing authorities within the Project, excluding the school district, the incremental increase in ad valorem taxes levied each year by the above-referenced taxing authorities over the amount of ad valorem taxes levied by the referenced taxing authorities in the base year, as established in Section 5 below.

Section 4. The tax roll used in connection with the taxation of such property for the base year shall be the Tax Roll of 1996 in Lake County. All deposits into the Fund shall begin with the incremental increases in ad valorem tax revenues received subsequent to November 1, 1996.

Section 5. The tax increment shall be determined and appropriated annually in an amount equal to the difference between:

a. that amount of ad valorem taxes levied each year by all taxing authorities, excluding the school district, on taxable real property contained within the geographic boundaries of the Project; and,

b. that amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for all taxing authorities, excluding the school district, upon the total of the assessed value of the taxable property in the Project, as shown upon the 1996 assessment roll used in connection with the taxation of such property by all taxing authorities, excluding the school district. If any conflict occurs between the provisions of this

Ordinance and the provisions of Chapter 163, Part III, Florida Statutes, concerning tax increment financing, the statutory provisions shall control and apply to this Ordinance.

Section 6. The tax increment shall be computed by using the assessed value of taxable property in the Project for the year 1996 as the base, and in subsequent years using the assessment value of property in the Project for that year as the second factor in determining the amount of tax increment in that year.

Section 7. All taxing authorities, excluding the school district, will annually appropriate to the Fund the aforesaid sum at the beginning of their fiscal year. The Fund shall receive the tax increment above described only as, if and when such taxes may be collected by the taxing authorities. The taxing authorities' obligation to annually appropriate to the Fund shall commence immediately upon the effective date of this Ordinance and continue until all loans, advances and indebtednesses, if any, and interest thereon, incurred by the Agency as a result of the Project have been paid and only to the extent that such tax increment recited above accrues.

Section 8. The Agency with the approval of the City Council is directed to establish and set up the Fund and to develop and promulgate rules, regulations and criteria whereby the Fund may be promptly and effectively administered, including the establishment and the maintenance of books and records and adoption of procedures whereby the Agency may, expeditiously and without undue delay, utilize said monies for their allocated statutory purpose.

Section 9. The Agency accepts full responsibility for the receipt, custody, disbursement, accountability, management and proper application of all monies paid into the Fund subject to the provisions of Section 2 of this Ordinance.

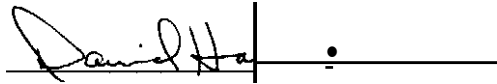
Section 10. Any and all ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

Section 11. If any part of this Ordinance is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remainder, which shall remain in full force and effect.

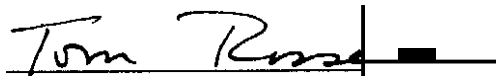
Section 12. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED, this 16 day of July, 1997.

ATTEST:



Clerk/Deputy Clerk



Mayor

APPENDIX G

STATUTORY REQUIREMENTS

COMMUNITY REDEVELOPMENT DISTRICT LEGAL BOUNDARY DESCRIPTION

The approximately 998.5+/- acre CRA, including all land and water within the boundary, is located in the center of the city and extends to the most southerly point. The CRA boundaries are approximately located 751' +/- north of Bulldog Way on State Road 19 to Mills Street and State Road 19. The boundary spans towards the east ending at South Pine Street and spanning west at the furthest point of Owens Lane and tapering northward to Winogene Avenue and southward back to State Road 19 and Mills Street. For a more detailed description, please see the exact legal description in the Appendices.

RESIDENTIAL USE

This plan does not propose the conversion of residential uses to nonresidential uses. All existing residential uses within the redevelopment area shall be allowed to continue as residential use in conformance with the city's Comprehensive Plan. This Plan is not intended to remedy a shortage of affordable housing for residents of low or moderate income, including the elderly.

REPLACEMENT HOUSING FOR RELOCATED PERSONS

There will be no temporary or permanent displacement of persons from housing facilities located within the development area necessary to complete the redevelopment of the redevelopment area. There will be no need for replacement housing.

REDEVELOPMENT COMPLETION DATE

All redevelopment to be financed by tax increment revenues generated within the redevelopment area shall be completed by September 30, 2039, which supersedes and replaces previous plans, is approved or adopted.

REDEVELOPMENT PLAN SAFEGUARDS

All redevelopment work shall be carried out pursuant to this plan.

REDEVELOPMENT PLAN MODIFICATION

This redevelopment plan may be modified in a manner consistent with Florida Statutes 163.361.

PROVISIONS FOR RETENTION OF CONTROL

If any land is sold or leased for private use by the city, the sale or lease of such land shall include restrictions or covenants running with the land for such periods of time and under such conditions as the City Council deems necessary to retain control of such land to effectuate the purpose of the Act and this plan.

City of Umatilla CRA Improvement Matching Grant Program

Commercial and Residential Program Guidelines and Application

Program purpose. The Umatilla Community Redevelopment Agency (CRA) established this program to support eligible exterior and site improvements to commercial and residential property within the CRA District. Awards must implement the adopted Community Redevelopment Plan and provide a public redevelopment benefit by eliminating or preventing blight, deterioration, unsafe conditions, or other conditions identified in the Plan.

1. Program Description

The program provides reimbursement-based grants to qualified property owners and, for commercial property, qualified tenants with the property owner's written consent. Funding is subject to annual appropriation, availability, adopted guidelines, and approval by the CRA Board. A complete application does not create an entitlement to funding.

- Only property located within the current CRA District is eligible.
- Only one grant may be awarded per property address or business location during any three-year period, unless the CRA Board expressly approves otherwise.
- No work may begin and no materials may be ordered before written award approval and execution of any required grant agreement. Pre-award costs are not eligible.
- The applicant must complete the approved work, obtain required inspections, and submit paid invoices and proof of payment before reimbursement.
- The CRA may approve, deny, reduce, condition, or defer any request in its sole discretion.

2. Funding and Match

Unless the CRA Board establishes otherwise for a particular funding cycle, an award may include up to the lesser of \$2,000 or the tax increment revenue attributable to the property without a match. CRA funding above that amount requires a dollar-for-dollar applicant match. The amount of each award shall be determined by the CRA Board based on the proposed improvements, available funding, consistency with the Community Redevelopment Plan, and the public redevelopment benefit provided by the project. The applicant is responsible for all costs exceeding the approved award.

For a commercial grant, at least one-half of the CRA award must be used for improvements to the building façade. Residential grants must prioritize exterior improvements visible from an adjacent street, park, or other public place, or improvements that correct a documented health, safety, code, utility, or environmental condition.

3. Applicant and Property Eligibility

- The property must be located within the CRA District shown in the current adopted Community Redevelopment Plan.
- A commercial applicant must be the property owner or a tenant with the property owner's written consent. A residential applicant must be the property owner.
- City and County property taxes and assessments must be current. The property must have no unresolved City liens or code violations unless the proposed project will cure the condition and the CRA Board expressly approves the award subject to that cure.
- The proposed work must comply with the Comprehensive Plan, Land Development Regulations, Building Code, and all other applicable requirements.
- All required permits must be obtained before construction. Work requiring licensure must be performed by a properly licensed and insured contractor.
- The applicant must demonstrate how the project advances the Community Redevelopment Plan and produces a public redevelopment benefit.

4. Eligible Commercial Improvements

- Exterior wall repair, repainting, re-siding, trim, and similar façade improvements.
- Storefront windows, exterior doors, awnings, shutters, or canopies.
- Building-mounted signs and removal of obsolete signs.
- Landscaping, irrigation, decorative lighting, exterior security lighting, and façade illumination.
- Customer parking or site improvements approved as part of the project.
- Roof surfacing or shingles when the work contributes to the appearance of the façade.
- Site and utility improvements integral to code compliance, public health, or environmental protection, including approved septic-to-sewer connections, laterals, and lawful abandonment of an onsite septic system.
- Other exterior or site improvements approved by the CRA Board and authorized by the Plan.

5. Eligible Residential Improvements

- Repair or replacement of deteriorated front porches and other exterior features.
- Exterior painting, trim, windows, and exterior doors.
- Decorative fence improvements and landscaping visible from a public place.
- Underground relocation of utilities when feasible and approved by the applicable utility provider.

- Approved septic-to-sewer connections, laterals, and lawful abandonment of an onsite septic system.
- Similar exterior improvements approved by the CRA Board that eliminate or prevent deterioration, improve the residence's exterior appearance or functionality, or correct an unsafe or code-deficient condition.

6. Ineligible Costs

- Work begun, materials ordered, or expenses incurred before written award approval.
- General business operating expenses, inventory, merchandise, equipment, furnishings, or routine maintenance without a documented redevelopment benefit.
- Interior improvements, except work incidental and necessary to complete an approved exterior, utility, health, safety, or code-compliance improvement.
- Permit fees, taxes, assessments, financing costs, late fees, fines, penalties, or applicant labor and sweat equity.
- Freestanding or off-building signs, temporary signs, and merchandising signs, unless specifically approved as part of an eligible site-improvement project.
- Unpermitted work or work performed by an unlicensed contractor when licensure is required.
- Any cost outside the approved scope or otherwise prohibited by law, the Plan, or the adopted CRA budget.

7. Required Application Materials

- A completed and signed application.
- Current photographs showing the building and each proposed project area from the public right-of-way when practicable.
- A detailed written scope of work and schematic drawings, photographs, material descriptions, color selections, and samples sufficient to evaluate the proposed improvements.
- At least three comparable written estimates for the same scope of work, unless the CRA Board or its designee approves a written exception based on documented circumstances.
- Proof of ownership. Commercial tenants must also provide a current lease and the owner's written consent.
- Proof that property taxes are current and authorization for the City to verify liens and code-compliance status.
- For commercial property, a current Business Tax Receipt, if applicable.
- Contractor license, insurance, and Sunbiz information, as applicable.
- Any additional information reasonably requested to determine eligibility or evaluate the public redevelopment benefit.

8. Review and Award Criteria

- The extent to which the project eliminates or prevents blight, deterioration, unsafe conditions, or code deficiencies.
- The project's visibility from public streets, parks, or other public places and its effect on the surrounding area.
- Consistency with the Community Redevelopment Plan, adopted program guidelines, and annual CRA budget.
- For commercial projects, the anticipated contribution to economic activity, employment, business retention or recruitment, and the quality of life of City residents.
- The reasonableness of costs, readiness to proceed, availability of matching funds, and completeness of the proposed scope.
- Available CRA funds, pending requests, and the need to preserve funding for other redevelopment priorities.

9. Award Conditions and Reimbursement

- An award is effective only after written approval and execution of any required agreement.
- The approved scope, contractor, materials, colors, and award amount may not be changed without prior written approval.
- The project must be completed by the deadline stated in the award or grant agreement. The CRA may extend the deadline in writing.
- Reimbursement requires final permit approval when applicable, City inspection or verification, paid itemized invoices, proof of payment, photographs of completed work, lien releases when requested, and proof of the applicant's required match.
- The CRA will reimburse only eligible, documented costs up to the approved award. Any cost savings reduce the reimbursable amount; cost overruns remain the applicant's responsibility.
- The applicant must maintain records and permit the City or CRA to inspect the project and supporting records. False statements, misuse of funds, or failure to comply may result in denial, termination, repayment, or other lawful remedies.

CRA Improvement Matching Grant Application

Select one: ☐ Commercial Property ☐ Residential Property

Applicant Information

Applicant name _____

Mailing address _____

Phone _____

Email _____

Applicant is ☐ Property owner ☐ Commercial tenant with owner consent

Property Information

Property address _____

Parcel identification number _____

Property owner name _____

Current use of property _____

Zoning _____

Business name and Business Tax Receipt number, if applicable

Contractor Information

Contractor name _____

Company _____

Address _____

Phone and email _____

License number _____

Project Information

- | | |
|--|--|
| ☐ Façade repair or painting | ☐ Windows or exterior doors |
| ☐ Porch or exterior structural repair | ☐ Signs or awnings |
| ☐ Landscaping or decorative fencing | ☐ Exterior or decorative lighting |
| ☐ Parking or site improvements | ☐ Utility relocation |
| ☐ Septic-to-sewer conversion | ☐ Other |

Describe the proposed work and the existing condition it will correct:

Explain how the project will eliminate or prevent deterioration, correct an unsafe or code-deficient condition, improve the property's exterior appearance or functionality, or otherwise advance the CRA Plan:

Lowest qualifying estimate	
Applicant match	
CRA funds requested	
Total project cost	
Requested completion date	

Application Checklist and Certifications

Required Submittals

- | | |
|---|---|
| ☐ Completed and signed application | ☐ Proof of ownership |
| ☐ Owner consent and lease, if tenant applicant | ☐ Current property photographs |
| ☐ Detailed scope and drawings | ☐ Materials and color selections |
| ☐ Three comparable written estimates | ☐ Proof property taxes are current |
| ☐ Business Tax Receipt, if applicable | ☐ Contractor license and insurance |
| ☐ Sunbiz information, if applicable | ☐ Other materials requested by the CRA |

Applicant Certifications

- ☐ I have reviewed the program guidelines and certify that the information submitted is true and complete.
- ☐ I understand that submission of an application does not create an entitlement to funding and that the CRA Board may approve, deny, reduce, condition, or defer the request.
- ☐ I certify that no work has begun and no materials have been ordered for reimbursement under this application.
- ☐ I authorize the City and CRA to verify ownership, taxes, liens, code-compliance status, contractor information, and other matters relevant to eligibility.
- ☐ I agree to obtain all required permits and approvals and to use licensed and insured contractors when required.
- ☐ I understand that reimbursement is limited to eligible, documented costs within the approved scope and award amount.
- ☐ I agree to permit inspection of the property and relevant project records and to repay funds if required because of a false statement, misuse of funds, or noncompliance with the award conditions.

Signatures

Applicant signature

Date

Property owner signature

Date

For CRA Use

Application received	
CRA boundary verified	☐ Yes ☐ No
Application complete	☐ Yes ☐ No
CRA Board action	☐ Approved ☐ Denied ☐ Continued
Approved award and match	CRA: \$_____ Applicant: \$_____
Conditions and completion deadline	

Authorized CRA representative _____

Signature and date _____



Umatilla Public Library FY 25-26

August 2026

Library Monthly Reports FY 25-26

	Q 1	Q 2	Q 3	Aug-26	FY 25-26
Visits (<i>door count halved</i>)	11,307	13,468	10,906	3,896	42,493
Checkouts	7,233	7,072	7,717	2,325	26,838
E-Books (digital)	1,718	1,652	1,926	664	6,617
Total Circulation	8,951	8,724	9,643	2,989	33,455
Kanopy Use (Streaming Service added June 2026)	-	-	155	203	518
FL ILL Received	3	3	8	2	21
FL ILL Lent	12	15	28	8	81
New Patrons	93	128	102	48	407
Patron Computer Sessions	1,075	1,170	1,190	361	3,999
Wi-Fi Clients Served	-	-	-	-	-
Adult Volunteer Hours	-	-	-	-	-
Attendance Family Programs	537	467	292	56	1,478
Attendance Adult Programs	260	371	435	39	1,315
Attendance Teen Programs	283	273	182	-	738
Attendance Juvenile Programs	829	943	915	72	3,049
Total # of Programs	147	159	106	13	453
Meeting room Rental	-	-	\$50	-	\$50
Cash to city (including cc)	\$1,698.98	\$3,106.96	\$1,705.45	\$569.64	\$7,817.88

Highlights

Interlibrary Loan Program

Umatilla Public Library has been the only Lake County library to offer Interlibrary Loan outside of the county since we initiated it as a pilot project in January 2025. We hope that other libraries will join us in offering this core library service.

ILL allows patrons to access books that are not recently published and are not owned by the library. The service is available to Umatilla library card holders in good standing.

Item must not be available through the county system. Call the Umatilla Public Library to ask about ILL services.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

August 25, 2026 through August 31, 2026

ARREST

08/30/2026	2:56 a.m.	Oglen, Clarence Maitland, FL	Retail theft.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

08/27/2026	6:46 p.m.	Loper, James Adrian II Eustis, FL	Driving while license suspended, 2 nd conviction.
08/25/2026	4:17 p.m.	Branch, Jolene Altoona, FL	Retail theft.

REPORTS FILED

08/27/2026	8:27 a.m.	Officers responded to a residence in the area of East Collins Street reference a person needing treatment under the Baker Act. Person was transported to Lifestream Behavioral Center.
08/27/2026	5:41 p.m.	Officers responded to the Umatilla Superette reference a retail theft. Person was located and returned to pay for items taken. Complainant refused to prosecute this case is inactive.
8/31/2026	5:18 p.m.	Officers responded to a 911 hang up on North Kentucky Avenue. Officers determined there was no emergency or crime committed and returned to duty.

ARRESTS	3
DISPATCHED CALLS	142
TRAFFIC STOPS	55
TRAFFIC CITATIONS ISSUED	10

UMATILLA POLICE DEPARTMENT PRESS RELEASE

September 1, 2026 through September 7, 2026

ARREST

09/06/2026	4:04 a.m.	Colson, Nikon Eustis, FL	Driving while license suspended; Failure to obey an officer/flee.
09/07/2026	1:05 a.m.	Monkman, Timothy Umatilla, FL	Warrant out of Lake County for Harassment/Cyber-Stalking.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

09/01/2026	1:57 a.m.	Fell, Ashley Umatilla, FL	Driving while license suspended/revoked.
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REPORTS FILED

09/07/2026	9:37 p.m.	Officers responded to a residence in the area of Roberts Street reference a person needing medical attention. Person was turned over to EMS and transported to Advent Waterman Hospital.	
09/08/2026	3:11 a.m.	Officers responded to Recovery Village located at 633 Umatilla Boulevard reference a person needing medical attention. Person was taken to Lifestream Behavioral Center for treatment under the Baker Act.	

ARRESTS	2
DISPATCHED CALLS	164
TRAFFIC STOPS	77
TRAFFIC CITATIONS ISSUED	7