



UMATILLA CITY COUNCIL MEETING

February 21, 2023 at 6:00 PM

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

AGENDA

Please silence your electronic devices

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

ROLL CALL

AGENDA REVIEW

MINUTES REVIEW

1. Approval of Meeting Minutes
 - January 17, 2023 Land Planning Agency Minutes
 - January 17, 2023 Regular City Council Minutes

PRESENTATIONS

PUBLIC COMMENT

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

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

CONSENT AGENDA

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

2. First Reading Ordinance No. 2023-03, Umatilla Farmers' Market

NEW BUSINESS

3. Request approval of City of Umatilla Easement to Duke Energy for New Construction of EV Stations
4. Ratify approval of City of Umatilla Easement to Duke Energy for Umatilla-Eustis Sewer Project

REPORTS

5. Staff Reports

ADJOURNMENT

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

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

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



UMATILLA JANUARY 17, 2023 LAND PLANNING AGENCY MEETING

January 17, 2023 at 6:00 PM

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

MINUTES

CALL TO ORDER

Having been duly advertised as required by law Chairperson Kent Adcock called the Land Planning Agency Meeting to order at 6:00 P.M. in the Umatilla City Council Chambers.

ROLL CALL

MEMBERS PRESENT

Kent Adcock, Chairperson

Chris Creech, Vice-Chairperson

Katherine Adams, Board Member

John Nichols, Board Member

Brian Butler Board Member

ALSO PRESENT

Scott Blankenship, City Manager

Kevin Stone, City Attorney

Aaron Mercer, Development and Public Services Director

Regina Frazier, Finance Director

Adam Bolton, Chief of Police

Amy Stultz, Library Director

Sherie Lindh, Land Planner

Vaughan Nilson, Public Works Director

Misti Lambert, Assistant to the City Manager

PUBLIC COMMENT

Chairperson Adcock opened public comment

No one spoke

Chairperson Adcock closed public comment

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

1. First Reading Ordinance No. 2023-01, Fletcher Road Small-Scale Comp Plan Amendment

Attorney Stone read Ordinance 2023-01 by title only.

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 9.789 ± ACRES OF LAND DESIGNATED SINGLE FAMILY MEDIUM DENSITY TO MULTI-FAMILY HIGH DENSITY IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FLETCHER GROVE DEVELOPMENT, LLC LOCATED NORTH OF CR 450 AND WEST OF FLETCHER ROAD ; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

The applicant requested the board grant a continuance to the March 7, 2023 meeting in order to provided more time to meet with residents in regards to the project.

MOTION MADE BY BOARD MEMBER BUTLER TO CONTINUE FIRST READING OF ORDINANCE NO. 2023-01, FLETCHER ROAD SMALL-SCALE COMP PLAN AMENDMENT TO A DATE CERTAIN OF MARCH 7, 2023; SECONDED BY BOARD MEMBER NICHOLS. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

ADJOURNMENT

With no further business for discussion, meeting adjourned at approximately 6:02 p.m.

Kent Adcock, Chairperson

Jessica Burnham
City Clerk



UMATILLA CITY COUNCIL MEETING

January 17, 2023 at 6:00 PM

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

MINUTES

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

Having been duly advertised as required by law Mayor Kent Adcock led the pledge, gave the invocation, and called the Regular City Council Meeting to order at 6:02 P.M. in the Umatilla City Council Chambers.

ROLL CALL

MEMBERS PRESENT

Kent Adcock, Mayor

Chris Creech, Vice-Mayor

Katherine Adams, Council Member

John Nichols, Council Member

Brian Butler, Council Member

ALSO PRESENT

Scott Blankenship, City Manager

Kevin Stone, City Attorney

Aaron Mercer, Development and Public Services Director

Regina Frazier, Finance Director

Adam Bolton, Chief of Police

Amy Stultz, Library Director

Sherie Lindh, Land Planner

Vaughan Nilson, Public Works Director

Misti Lambert, Assistant to the City Manager

AGENDA REVIEW

Mayor Adcock inquired if there were any changes to the agenda to which City Manager Blankenship stated there were not.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE AGENDA WITH THE CHANGES STATED; SECOND BY VICE MAYOR CREECH; MOTION APPROVED BY UNANIMOUS VOICE VOTE.

MINUTES REVIEW

1. Request Approval of Meeting Minutes:
 - December 20, 2022 Regular City Council Meeting Minutes

MOTION BY VICE MAYOR CREECH TO APPROVE THE MINUTES; SECOND BY COUNCIL MEMBER NICHOLS; MOTION APPROVED BY UNANIMOUS VOICE VOTE.

PRESENTATIONS

2. Welton Cadwell Proclamation

Mayor Adcock read the proclamation into the record and Mayor Adcock and the Council Members presented the proclamation to Mr. Welton Cadwell.

PUBLIC COMMENT

Mayor Adcock opened Public Comment

No one spoke

Mayor Adcock closed Public Comment

CONSENT AGENDA

3. Resolution No. 2023-02, Florida Department of Environmental Protection and St. John’s River Water Management District Application Fees
4. Resolution No. 2023-01, City Wide Yard Sale

MOTION BY VICE MAYOR CREECH TO APPROVE THE CONSENT AGENDA; SECONDED BY COUNCIL MEMBER BUTLER. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

5. First Reading Ordinance No. 2023-01, Fletcher Road Small-Scale Comp Plan Amendment

Attorney Stone read Ordinance 2023-01 by title only.

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 9.789 ± ACRES OF LAND DESIGNATED SINGLE FAMILY MEDIUM DENSITY TO MULTI-FAMILY HIGH DENSITY IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FLETCHER GROVE DEVELOPMENT, LLC LOCATED NORTH OF CR 450 AND WEST OF FLETCHER ROAD ; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone asked council to consider carrying over testimony heard from the Land Planning Agency.

Mayor Adcock asked the applicant if they would like to continue the agenda item to a date certain to which the applicant stated yes.

MOTION MADE BY VICE MAYOR CREECH TO CONTINUE FIRST READING OF ORDINANCE NO. 2023-01, FLETCHER ROAD SMALL-SCALE COMP PLAN AMENDMENT TO A DATE CERTAIN OF MARCH 7, 2023; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

6. Final Reading Ordinance No. 2022-112, Coral Bay Annexation
7. Final Reading Ordinance No. 2022-113, Coral Bay Small-Scale Comp Plan Amendment
8. Final Reading Ordinance No. 2022-114, Coral Bay Rezoning

** The following ordinances were heard together.*

Attorney Stone read the Ordinance No. 2022-112, 2022-113, and 2022-114 by titles only.

ORDINANCE 2022-112

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 7.02 ± ACRES OF LAND

GENERALLY LOCATED SOUTH OF PERU ROAD AND WEST OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-113

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 7.02 ± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW TO SINGLE FAMILY MEDIUM DENSITY IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY CORAL BAY DEVELOPMENT & INVESTMENT, LLC LOCATED SOUTH OF PERU ROAD AND WEST OF MAXWELL ROAD ; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-114

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 7.02 ± ACRES OF LAND ZONED LAKE COUNTY AGRICULTURE (A) TO THE DESIGNATION OF SINGLE FAMILY MEDIUM RESIDENTIAL DISTRICT (R-5) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY CORAL BAY DEVELOPMENT & INVESTMENT, LLC LOCATED SOUTH OF PERU ROAD AND WEST OF MAXWELL ROAD; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Aaron Mercer, Development and Public Services Director, stated that he received an email from the applicant asking for a continuance to a date certain of March 7, 2023 due to additional information that they received and needing more time to review.

MOTION BY COUNCIL MEMBER BUTLER FOR A CONTINUANCE FOR ORDINANCE NUMBERS 2022-112, 2022-113, 2022-114 TO DATE CERTAIN OF MARCH 7, 2023; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

9. Resolution No. 2023-03, Rules and Regulations of Umatilla Municipal Cemeteries
Attorney Stone read Resolution No. 2023-03 by title only.

RESOLUTION NO. 2023-03

A RESOLUTION OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, RELATED TO UMATILLA MUNICIPAL CEMETERIES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF RESOLUTION NO. 2020-13; PROVIDING THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Misti Lambert, Assistant to the City Manager, provided the Council with an overview of the agenda item and discussed the changes to the rules and regulations for the cemeteries that included permanent markers being required, design standards that have been established, and evaluation and update of fees.

Mayor Adcock opened public comment

No one spoke

Mayor Adcock closed public comment

MOTION BY VICE MAYOR CREECH TO APPROVE RESOLUTION NO. 2023-03, RULES AND REGULATIONS OF UMATILLA MUNICIPAL CEMETERIES; SECONDED BY COUNCIL MEMBER ADAMS. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

NEW BUSINESS

- 10. Request approval of City of Umatilla West Skyline Drive Water Main Replacement Bid No. 2022-C Revision

Mr. Mercer provided the Council with the history of the agenda item and the status of the project.

MOTION BY COUNCIL MEMBER ADAMS TO APPROVE THE CITY OF UMATILLA WEST SKYLINE DRIVE WATER MAIN REPLACEMENT BID NO. 2022-C REVISION; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

- 11. Change Order #1 for Public Transportation Grant for General Terminal Building and Design of Terminal Area Improvements/T-Hangers

City Manager Blankenship provided an overview of the item and mentioned that the change order includes construction of the terminal building, security gates, and sanitary sewer.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE CHANGE ORDER #1 FOR PUBLIC TRANSPORTATION GRANT FOR GENERAL TERMINAL BUILDING AND DESIGN OF TERMINAL AREA IMPROVEMENTS/T-HANGERS; SECONDED BY VICE MAYOR CREECH. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

12. Request approval of Add Service Amendment to GAI Task Order No. 1 for Construction Services on the General Aviation Terminal Project at Umatilla Municipal Airport

City Manager Blankenship stated this is to approve GAI Consultants, Inc. to continue working on the project.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE ADD SERVICE AMENDMENT TO GAI TASK ORDER NO. 1 FOR CONSTRUCTION SERVICES ON THE GENERAL AVIATION TERMINAL PROJECT AT UMATILLA MUNICIPAL AIRPORT; SECONDED BY COUNCIL MEMBER BUTLER. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

REPORTS

Attorney Stone asked for the council to consider allowing an extension on the spray field contract.

MOTION BY VICE MAYOR CREECH TO PLACE AN EXTENSION ON THE CONTRACT FOR THE SPRAY FIELD; SECONDED BY COUNCIL MEMBER BUTLER. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

ADJOURNMENT

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

Kent Adcock, MAYOR

Jessica Burnham
City Clerk



CITY OF UMATILLA
AGENDA ITEM STAFF REPORT

DATE: February 14, 2023

MEETING DATE: February 21, 2023

SUBJECT: First Reading Ordinance No. 2023-03, Umatilla Farmers' Market

BACKGROUND SUMMARY:

The owner is seeking an amendment to the Commercial PUD to allow for a farmers' market consisting of a maximum of fifty (50) commercial grade tents, stabilized parking area, use of porta potties, growing and harvesting of fruits and vegetables, U pick farm area, green houses and hydroponics. The primary products sold at the Farmers Market are agricultural related products and include, but not limited to, fruits, vegetables, dairy, nuts, seafood, baked goods, farm raised grass fed meats, plants, packaged goods, and honey. Seasonal items sold may include, but not limited to, Christmas trees and pumpkins. A small portion of the sales area (20%) would be devoted to items classified as yard art/wood crafts, candles, wreaths, homemade crafts – jewelry, shells, chimes and handcrafted products/souvenirs.

The existing CPUD allows for permitted C-1 and C-2 uses. A farmers' market is a Special Exception Use in C-2 zoning

RECOMMENDATIONS:

1. Staff recommends language be added to the developer's agreement that should rodent or insect or other vermin infestation or theft or transient foot traffic become an issue, that an enclosed storage facility be utilized onsite to store the produce and goods overnight.
2. Staff recommends that language be added to the developer's agreement regarding a traffic impact analysis be provided prior to Phase 4.
3. The proposed PUD Amendment is consistent with the LDRs and Comprehensive Plan.

FISCAL IMPACTS:

No Fiscal Impact at this time.

ATTACHMENTS:

1. Attachment 1 - Staff Report for Ordinance No. 2023-03, Umatilla Farmers' Market
 2. Ordinance NO. 2023-03, Umatilla Farmers' Market
-

**CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.**

CPUD AMENDMENT

Owner: Paul W. Bryan, II

Applicant: Central Florida Farm Fresh, LLC

General Location: North of Bulldog Way and West of SR 19

Number of Acres: 9.82 ± acres

Existing Zoning: Commercial PUD (CPUD)

Existing Land Use: General Commercial

Date: February 8, 2023

Description of Project

The owner is seeking an amendment to the Commercial PUD to allow for a farmers’ market consisting of a maximum of fifty (50) commercial grade tents, stabilized parking area, use of porta potties, growing and harvesting of fruits and vegetables, U pick farm area, green houses and hydroponics. The primary products sold at the Farmers Market are agricultural related products and include, but not limited to, fruits, vegetables, dairy, nuts, seafood, baked goods, farm raised grass fed meats, plants, packaged goods, and honey. Seasonal items sold may include, but not limited to, Christmas trees and pumpkins. A small portion of the sales area (20%) would be devoted to items classified as yard art/wood crafts, candles, wreaths, homemade crafts – jewelry, shells, chimes and handcrafted products/souvenirs.

The existing CPUD allows for permitted C-1 and C-2 uses. A farmers’ market is a Special Exception Use in C-2 zoning.

	Surrounding Zoning	Surrounding Land Use
North	Lake County C-2, Lake County Agriculture (A)	County Urban Low Density (4 units/acre)
South	C-2	General Commercial (O’Reilly and Shopping Center)
East	Residential PUD & C-2	MF High Density (12 units/acre) & General Commercial
West	PFD	Institutional (City well site)

Assessment

The existing Commercial PUD allowed for permitted C-1 and C-2 uses which at the time of approval included motor vehicle sales, restaurants (with or without drive throughs), motor vehicle repair, convenience stores (with or without fuel pumps), etc. The current LDRs list those items as a Special Exception Use, therefore, the proposed amendment to the PUD is a reduction of permitted C-1 and C-2 uses. In addition, the applicant has requested the use of a farmer's market. Farmers Market/Flea Market is listed as an SEU within C-2. Staff is reviewing the subject request using the SEU criteria as a general guideline.

- A) The proposed site shall front on an arterial or collector roadway;

The subject site has frontage on SR 19 which is an arterial roadway. The proposed farmers market meets this criterion.

- B) The proposed site shall be a minimum of five (5) acres with a minimum of two hundred (200) feet of frontage;

The subject site is 9.82 ± acres with 722' of frontage on SR 19 and 681' of frontage on Bulldog Way. The proposed farmers market exceeds these criteria.

- C) A maximum of twenty (20) percent of the site shall be devoted to sales area;

Twenty percent (20%) of the site is approximately 2 acres. Approximately 2 acres of the site will be utilized for the sales area based on review of the concept plan.

- D) Operation shall be restricted to daylight hours on Fridays, Saturdays and Sundays only and legal holidays which fall on a Monday;

This criterion appears to be related to a flea market which is not applicable to the subject site. The farmers market, if approved, would not be restricted to days or hours of operation.

- E) Required parking shall be provided at a ratio of two (2) spaces for every one hundred (100) square feet of sales area;

The Transportation LDRs (Chapter 14) do not specifically address farmers or flea markets. General commercial uses provide parking based on 1 space per two hundred (200) square feet which would equate to 256 spaces based on review of the concept

plan and the proposed sales area. 216 spaces are proposed which equates to one space per 238 square feet of sales area.

- F) Buffering shall be provided based on a Buffer Class “E” with a six (6) foot high opaque fence or wall required along property lines which abut any residential zone;

The subject site does not abut residentially zoned property; therefore, a 30’ buffer and fence or wall is not applicable. The closest residential property is across SR 19 to the east and is known as Countryside Villas. There is an existing wall adjacent to Countryside Villas. The applicant is proposing a minimum of 20’ buffers utilizing the existing planted pines which provide opaque screening. In addition, due to the densely planted pines and shading, planting of understory trees, shrubs or groundcover would not survive.

- G) All merchandise and refuse shall be removed from the site at the end of each day; and

Review of the concept plan indicates that a dumpster is proposed adjacent to the existing office. The applicant indicates that other trash receptacles will be placed onsite as needed and emptied daily. The produce offered will be left onsite either within onsite electric coolers or under the tents.

- H) Sales area must be covered and secured by a wall or fence.

The sales area with the produce will be located under commercial tents. Entry into the subject site will be by access driveways located off of Bulldog Way. Rail fencing is proposed along Bulldog Way and SR 19.

Staff also utilized the review criteria of an SEU as a general guideline.

- A) Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety;

The ITE 11th Edition was utilized to calculate trip generation. Results of the analysis indicate that the proposed farmer’s market results in a decrease of PM peak hour trips generated when compared to a retail shopping plaza which is a permitted use. It should be cautioned that the ITE indicates the analysis is based on 2 studies and that the farmers market was open for limited days and times; therefore, it is difficult to compare the two uses. The proposed farmers market will be open daily and as such the ITE generation rate does not account for this type of operation. Staff recommends that the applicant provide a traffic impact analysis (TIA) based on hours of operation in relation to ITE 11th Edition and provide the TIA prior to Phase 4.

It does not appear that the proposed use would adversely impact adjoining properties and the general public safety. In addition, it does not appear that the proposed use would degrade the LOS of SR 19 or Bulldog Way.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Farmer's Market	2 Acres	858	N/A	360	173	187
TOTAL GROSS TRIPS (PROPOSED)			N/A	360	173	187

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Retail Shopping Plaza	150 KSF	821	14,538	989	485	504
TOTAL GROSS TRIPS (EXISTING)			14,538	989	485	504

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

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-629	-312	-317

- B) Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district;

Off street parking is provided and located such that no adverse impact on adjoining properties is anticipated.

- C) Required yards, screening or buffering and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses;

The proposed buffers are consistent with the PUD minimum standards of 20'.

- D) Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development; and

Any permanent buildings constructed would be required to comply with the non-residential architectural standards in the LDRs. The proposed farmers market is not proposing any permanent buildings.

Proposed signage would need to comply with the LDRs.

- E) Size, location or number of special exception uses in the area shall be limited so as to maintain the overall character of the district, avoid concentration of similar uses within the commercial corridor, as intended by this Code.

There are no existing Farmer's Market within the immediate area. The closest special exception use is the KFC/Pizza Hut which is located approximately 268' south of the site within the shopping center. The closest flea market is located at the south end of the city (690 South Central Avenue).

Recommendation

The proposed Farmer's Market is within a commercially zoned property with frontage on SR 19 and Bulldog Way. The proposed use is in keeping with the City's agricultural history and is a low impact use when compared to other commercial uses that potentially could be constructed onsite.

Staff recommends language be added to the developer's agreement that should rodent or insect or other vermin infestation or theft or transient foot traffic become an issue, that an enclosed storage facility be utilized onsite to store the produce and goods overnight.

Staff recommends that language be added to the developer's agreement regarding a traffic impact analysis be provided prior to Phase 4.

The proposed PUD Amendment is consistent with the LDRs and Comprehensive Plan.

ORDINANCE 2023-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, AMENDING ORDINANCE 2005-C TO ADOPT A MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) CONSISTING OF APPROXIMATELY 9.82 ± ACRES OF PROPERTY LOCATED NORTH OF BULLDOG WAY AND WEST OF SR 19, UMATILLA, FLORIDA; AMENDING THE APPROVED USES; AMENDING THE CONCEPTUAL SITE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application has been submitted by Central Florida Farm Fresh, a Florida limited liability company, as applicant on behalf of Paul W. Bryan, II owner requesting an amendment to the list of permitted uses adopted by Ordinance 2005-C; and

WHEREAS, the property has a future land use designation of Commercial General as shown on the City of Umatilla Comprehensive Plan Future Land Use Map; and

WHEREAS, the adopted zoning of Commercial Planned Unit Development (CPUD) is consistent with the future land use designation; and

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

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

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

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved, and

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

Section 1: Purpose and Intent.

The following described property consisting of approximately 9.82 ± acres of land located north of Bulldog Way and west of SR 19, Umatilla, zoned Commercial Planned Unit Development shall hereafter be developed according to the Master Development Agreement attached hereto as **Exhibit A**, which includes, but is not limited to, the Umatilla Farmer's Market Concept Plan prepared by Central Florida Farm Fresh, LLC dated January 2023. The property is more particularly described as:

LEGAL DESCRIPTION: Exhibit "B"

Alternate Key # 1070783 and 2921633

Section 2: Permitted Uses.

That as more particularly set forth in the Master Development Agreement (Exhibit “A”), permitted uses include permitted C-1 and C-2 uses and Farmers Market.

Section 3: Zoning Classification.

That the zoning classification currently assigned remains and is consistent with the Comprehensive Plan of the City of Umatilla, Florida.

Section 4: Severability.

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

Section 5: Scrivener’s Errors.

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

Section 6: Effective Date.

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

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2023.

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"

AMENDED MASTER DEVELOPER'S AGREEMENT

This Master Developer's Agreement (the "Agreement") is made this ____ day of _____, 2023, by and between the **CITY OF UMATILLA, a Florida municipal corporation** ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, and **Paul W. Bryan, II** ("Owner"), whose address P.O. Box 463, Umatilla, Florida 32784, hereinafter referred to collectively as the "Parties."

RECITALS

1. The City adopted Ordinance 2005-C dated August 2, 2005 regarding the annexation and rezoning of the subject 9.82 ± acre property to Commercial Planned Unit Development (CPUD) as described and depicted as set forth on **Exhibit "A"** attached to and incorporated in this Amended Agreement (hereafter referred to as the "Property").
2. Owner has filed applications for an amendment to the Original Agreement to update the development program for the Property to maximize opportunities for development in line with the City's desired planning principles and current market demands.
3. 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 Amended Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Amended Agreement.
4. The City of Umatilla has determined that the development of the Property is consistent with the City's Comprehensive Plan 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.
5. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
6. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer 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 to amend the CPUD 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 duly adopts the Agreement, and b) the City adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the applications for small scale comprehensive plan map amendment and rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Concept Plan" prepared by Central Florida Farm Fresh, LLC, dated January 23, 2023 and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with the City's "PUD" (Commercial Planned Unit Development) zoning district and, subject to City approval. All land uses must conform to uses and densities/intensities allowed within the land use designations assigned to the Property on the Future Land Use Map of the City's adopted Comprehensive Plan. As set forth further below, all land use issues addressed herein must be

adopted by City through its regular procedures before being effective. Failure of this Agreement to address any particular permit, condition, term, or restriction shall not relieve Owner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

Section 4. Permitted Uses. Permitted Uses shall be:

- a. All permitted C-1 and C-2 uses.
- b. Farmers Market.

Section 5. Development Standards. Development Standards shall be as follows:

- a. Maximum Impervious Surface Ratio (ISR) – Seventy-Five Percent (75%).
- b. Minimum Perimeter Building Setbacks as measured from the property line:
 - North – Twenty feet (20')
 - South – Twenty feet (20')
 - East – Fifty feet (50')
 - West – Twenty feet (20')
- c. The primary products sold at the Farmers Market shall be agricultural related products and may include, but not limited to, fruits, vegetables, dairy, nuts, seafood, baked goods, farm raised grass fed meats, plants, packaged goods, and honey. Seasonal items sold may include, but not limited to, Christmas trees and pumpkins. The growing and harvesting of fruits and vegetables, U Pick farm area(s), small green houses and hydroponics may be allowed.
- d. The Farmers Market shall contain no more than twenty percent (20%) of the sales area devoted to items classified as yard art/wood crafts, candles/wreaths, homemade crafts/jewelry/shells/chimes and handcrafted products/souvenirs.
- e. Commercial grade tents may be utilized to display and sell produce/products. Commercial grade tents shall be limited to fifty (50) and shall be inspected and certified by the City Fire Inspector/Building Official.
- f. Restroom facilities shall be provided onsite. The use of porta potties may be allowed for the Farmers Market provided the area is screened. Screening may consist of PVC or wooden fencing.
- g. Special Events may be allowed and shall end by 11:00 o clock p.m. No more than fourteen (14) special events may be held onsite in each calendar year. Any event lasting more than one day shall be considered a single event as long as the days are concurrent.
- h. Due to public safety, all special events generating 250 visitors or more shall comply with Chapter 6, Article 1, Section 6-6 of the Code of Ordinances even if alcoholic beverages are not proposed.
- i. Maximum building height shall be limited to thirty-five feet (35').
- j. Parking: The Applicant will be required to meet the parking requirements of the Umatilla Land Development Regulations for the proposed uses as shown on the Master Plan. Stabilized grass parking is allowed for the Farmers Market. No overnight parking shall be allowed for the Farmers Market except for farm equipment and/or trailer, or otherwise approved by the City Manager on a case-by-case basis.
- k. Open storage of produce and products may be allowed for the Farmers Market. Should rodent or insect or other vermin infestation or theft or transient foot traffic become an issue, an enclosed storage facility shall be utilized onsite to store the produce and goods overnight.
- l. Open space requirement associated with the development of the Property shall be twenty-five percent (25%) of the total developable acreage of the Property.
- m. Signage shall be in conformance with the land development regulations. For the Farmers Market, a canopy sign, not exceeding 135 square feet, may be affixed onto the front of the tents facing Highway 19.
- n. A Unity of Title shall be filed and recorded.
- n. Any zoning standard not specifically listed in this Agreement shall be in compliance with the C-2 zoning district standards and other applicable sections of the Land Development Code.

Section 6. Commercial Design Standards. New commercial buildings not associated with the Farmers Market shall meet the requirements of the Umatilla Land Development Code Chapter 6, Section 4.

Section 7. Site Access and Transportation Improvements. Vehicular access to the Property shall be provided by two (2) primary access points on Bulldog Way, as identified on the Master Plan. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by FDOT, Lake County and City of Umatilla.
- b. Any change of use from Farmers Market may require the installation of roads. All roads within the development shall be designed and constructed by the developer to meet the applicable City of Umatilla minimum requirements.
- c. A six-foot (6') sidewalk will be required adjacent to Bulldog Way along the property perimeter. Installation of the sidewalk will be required in Phase 4 of the Farmers Market and completed prior to a certificate of occupancy or use of any facility for Phase 4. All sidewalks shall be constructed in accordance with City of Umatilla Land Development Code.
- d. The City of Umatilla will not be responsible for the maintenance or repair of any of the driveways, roads or transportation improvements.
- e. A traffic/transportation study in accordance with the traffic analysis requirements of the City Land Development Code may be requested prior to or concurrent with Phase 4 of the Farmers Market for review and determination of any necessary access or off-site improvements including any which may be required by the Florida Department of Transportation and Lake County. Said improvements will be the responsibility of the Permittee and must be in place prior to or concurrent with the impacts of development.

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, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. The Farmers Market may utilize the existing septic tank associated with the existing office. 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 non-potable irrigation purposes will be allowed within the Property's perimeter landscaping and common areas.

Section 10. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of building permit issuance. Notwithstanding the foregoing, Owner may, at any time, elect to pre-pay such impact fees for as many units as Owner submits full payment to the City for the impact fees in effect at the time such payment is made. In such event, such pre-payment shall result in pre-paid impact fee credits for the Property which shall be applied by the City upon the issuance of building permits. The City hereby agrees to reserve utility capacity for the Property provided that Owner is in full compliance with the terms and conditions of this Agreement.

Section 11. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of utility services, including but not limited to sewer, water, and reclaimed water services.

Section 12. Landscaping/Buffers. Developer has reviewed City's Land Development Code relating to landscaping and agrees to comply with such regulations. A twenty (20) foot wide buffer shall be provided along the northern, southern, eastern, and western property perimeter. The Farmers Market may utilize the existing trees within the buffers to meet the landscaping requirements. The Farmers Market may utilize a four foot (4') 2-rail wooden fence within the buffer along the property frontage abutting Bulldog Way and SR 19. The landscaping along SR 19 shall be provided in Phase 4. The landscaping plantings for Phase 4 shall be determined by the Technical

Review Committee.

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 applicable City of Umatilla Land Development Code pertaining to tree removal and replacement. Existing planted pine trees are exempt from this and may be removed without any tree replacements pursuant to Chapter 15, Section 9(g)(3). For clarity and avoidance of doubt, plantings consistent with the City's Type B buffer plant requirements shall be required within the buffers.

Section 13. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District.

Section 14. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third-party providers, police and fire protection, emergency medical services, 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 residential property owners within the City.

Section 15. Environmental Considerations. The Owner agrees to comply with all Federal, State, County, and City laws, rules and regulations regarding any environmental issues affecting the Property.

Section 16. Signage. Owner shall submit a master sign plan as a component of the site plan application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Umatilla's Land Development Code, unless City grants a waiver or variance pursuant to the City's Land Development Code.

Section 17. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

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 Code 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. 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 20. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 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. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

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:	Paul W. Bryan, II P.O. Box 463 Umatilla, FL 32784 352- Telephone
Copy to:	

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 twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 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 Developer’s Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer’s Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer’s Agreement is declared severable.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2023.

WITNESSES:

CITY OF UMATILLA, FLORIDA

Printed Name: _____

By: _____
Kent Adcock, Mayor

Printed Name: _____

ATTEST:

Jessica Burnham
City Clerk

PAUL W. BRYAN, II

Printed Name: _____

By: _____
Printed Name: _____
As its: _____

Printed Name: _____

[NOTARY BLOCK FOR OWNER EXECUTION]

EXHIBIT "A"

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

EXHIBIT "B"

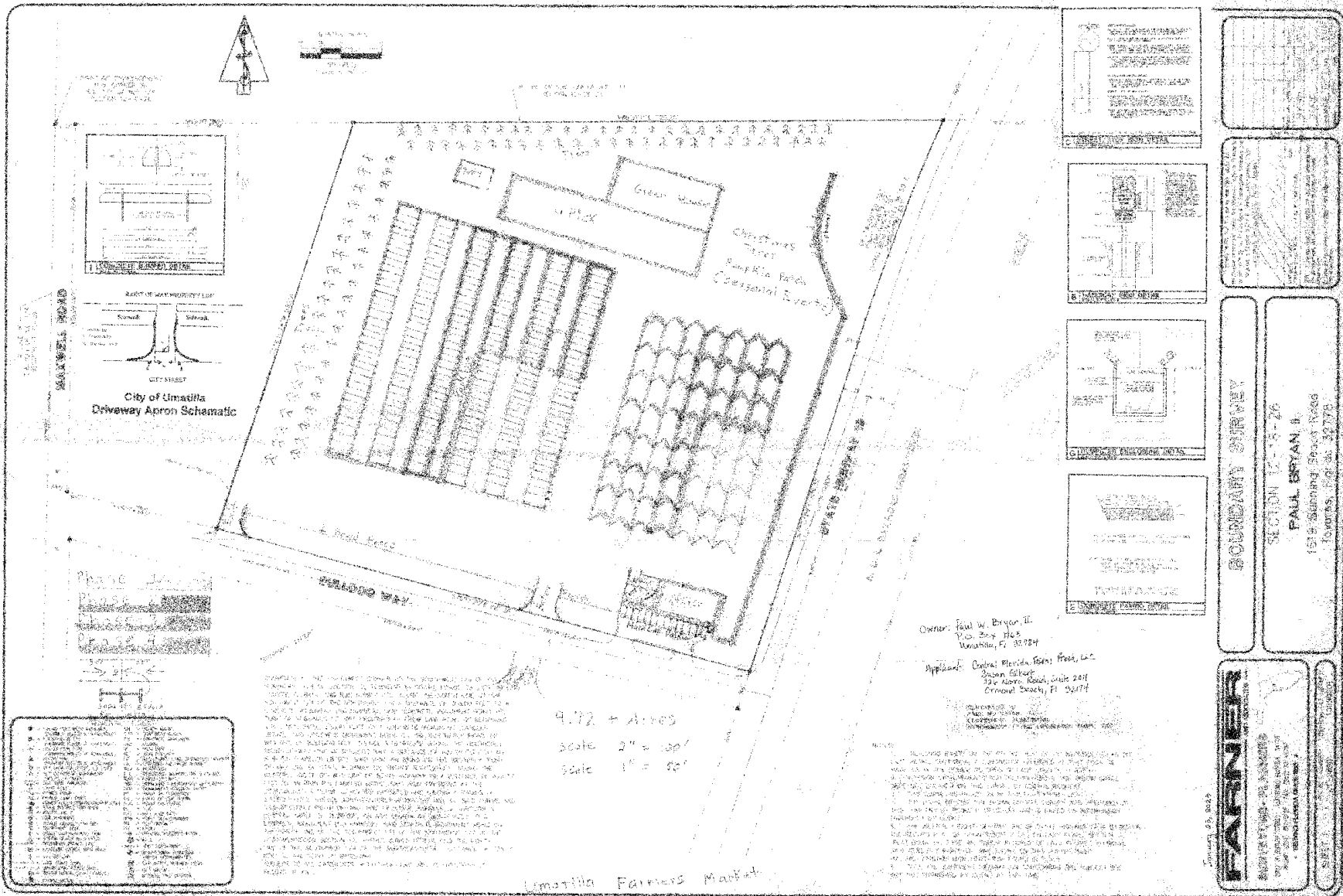


EXHIBIT 'B'**LEGAL DESCRIPTION**

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



**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: February 14, 2023

MEETING DATE: February 21, 2023

SUBJECT: Request approval of City of Umatilla Easement to Duke Energy for New Construction of EV Stations

BACKGROUND SUMMARY:

DUKE Energy is requesting that City dedicate a 10-ft wide utility easement to accommodate the new overhead electric service and transformer to serve the new Electric Vehicle Stations located in the public parking lot at Budd Street/Orange Street.

RECOMMENDATIONS:

City Council approve the City of Umatilla Easement to Duke Energy for New Construction of EV Stations

FISCAL IMPACTS:

No Fiscal Impact

ATTACHMENTS:

1. Attachment 1 - Map for New Construction of EV Stations
 2. City of Umatilla Easement to Duke Energy for New Construction of EV Stations
-

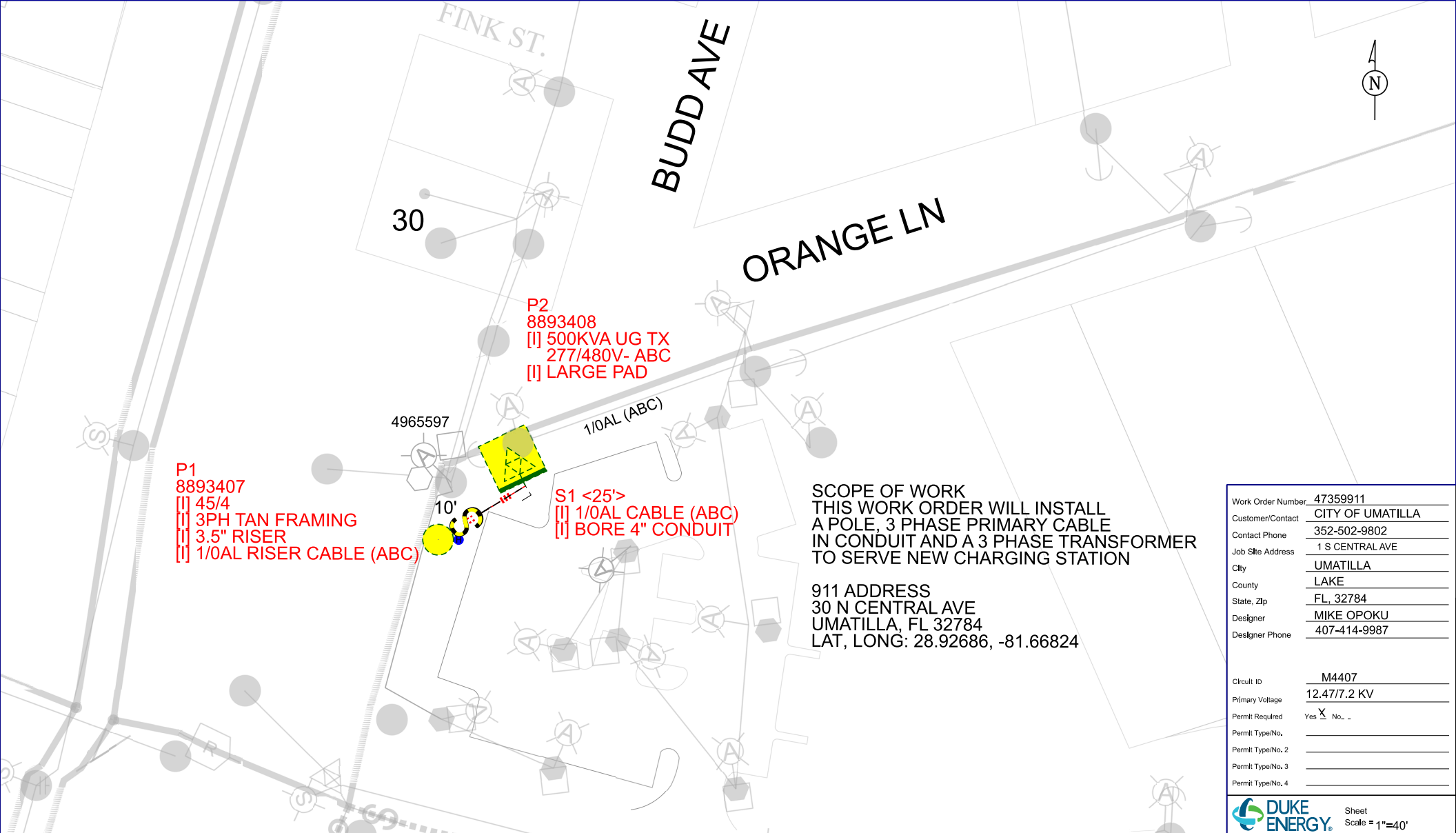


USP: Up Stream Protection: Recloser on Pole 4965317
 USP:
 USP:
 USP:
 USP:

Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:
 ?:



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	47359911
Customer/Contact	CITY OF UMATILLA
Contact Phone	352-502-9802
Job Site Address	1 S CENTRAL AVE
City	UMATILLA
County	LAKE
State, Zip	FL, 32784
Designer	MIKE OPOKU
Designer Phone	407-414-9987
Circuit ID	M4407
Primary Voltage	12.47/7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



Prepared by: Duke Energy Florida, LLC
Return To: Duke Energy Florida, LLC
Attn: Harley Sanwick
2166 Palmetto St
Mail Code: CW Eng
Clearwater, Florida 33765

Parcel # 13-18-26-2900-013-00100
Altkey: 1499402

EASEMENT

State of Florida
County of Lake

THIS EASEMENT (“Easement”) is made this ____ day of _____ 20____, from CITY OF UMATILLA, a Florida a municipal corporation, CITY OF UMATILLA, a municipal (“Grantor”, whether one or more), to DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 (“Grantee”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “Facilities”).

Grantor is the owner of that certain property described Lots 1, 2 and Lot 6, LESS the South 150.00 feet of said Lot 6, all in Block 13, TROWELL’S PLAN OF UMATILLA, FLORIDA, as recorded in Plat Book 4, Page 6, of the Public Records of Lake County, Florida (“Property”).

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
10. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20 ____.

CITY OF UMATILLA
a Florida a municipal corporation

Jessica Burnham, City Clerk

SCOTT BLANKENSHIP, CITY MANAGER

Witnesses:

Grantor(s) Mailing Address:

(Witness #1)

PO Box 2286

Printed Name: _____

Umatilla, Florida 32784

(Witness #2)

Printed Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____ by SCOTT BLANKENSHIP, and JESSICA BURNHAM, its City Manager and City Clerk, respectively of the CITY OF UMATILLA, a Florida a municipal corporation, on behalf of the municipal corporation who are personally known to me or have produced _____ as identification.

Notary Public: _____

Printed/ Typed Name: _____

Commission Expires: _____

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.



**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: February 14, 2023

MEETING DATE: February 21, 2023

SUBJECT: Ratify approval of City of Umatilla Easement to Duke Energy for Umatilla-Eustis Sewer Project

BACKGROUND SUMMARY:

DUKE Energy is requesting that City dedicate a 10-ft wide utility easement to accommodate the new overhead electric service for the City's Sewer Plant Property, specifically to serve the new construction needed to complete the Umatilla-Eustis Sewer Project.

RECOMMENDATIONS:

City Council ratify the approval of the City of Umatilla Easement to Duke Energy for Umatilla-Eustis Sewer Project

FISCAL IMPACTS:

No Fiscal Impact

ATTACHMENTS:

1. City of Umatilla Easement to Duke Energy for Umatilla-Eustis Sewer Project
-

Prepared by: Duke Energy Florida, LLC
 Return To: Duke Energy Florida, LLC
 Attn: Harley Sanwick
 2166 Palmetto St
 Mail Code: CW Eng
 Clearwater, Florida 33765

Parcel # 23-18-26-0001-000-0050

700 Golden Gem Drive
 Umatilla, FL 32784

EASEMENT

State of Florida
 County of Lake

THIS EASEMENT (“**Easement**”) is made this 20 day of January 2023, from **CITY OF UMATILLA**, a Florida municipal corporation organized and existing under the laws of the state of Florida (“**Grantor**”, whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described as: the North 933.38 feet of the East 580.98 feet of the Northeast 1/4 of the West 1/4, AND the North 933.38 feet of the West 352.4 feet of the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 18 South, Range 26 East, of Lake County, Florida (“**Property**”).

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the “**Easement Area**”).

For Grantee's Internal Use:
 Work Order #: 47794917-20 | 45780895 (D)

Page 1 of 3

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
10. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

For Grantee's Internal Use:

Work Order #: 47794917-20 | 45780895 (D)

Page 2 of 3

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 20 day of January, 2023.

Witnesses:

CITY OF UMATILLA

a Florida municipal corporation organized and existing under the laws of the state of Florida

Julie Ayers
(Witness #1)

Scott Blankenship
City Manager

Printed Name: Julie Ayers

Misti Lambert
(Witness #2)

Grantor(s) Mailing Address:

Printed Name: Misti Lambert

PO Box 2286

Umatilla, Florida 32784

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of January, 2023 by Scott Blankenship, City Manager of CITY OF UMATILLA, a Florida municipal corporation organized and existing under the laws of the state of Florida, on behalf of the municipal corporation. He is personally known to me or has produced N/A as identification.



Notary Public: Julie Ayers
Printed/ Typed Name: Julie Ayers
Commission Expires: 7-11-2026

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.



Umatilla Public Library FY 22-23



Item 5.

December 2022

City Monthly Reports FY 22-23

	Dec. 2022	Q 1	FY 22-23
Visits (<i>door count halved</i>)	2,844	11,077	11,077
Checkouts	2,362	8,044	8,044
E-Books (digital)	348	1,065	1,065
Total Circulation	2,980	9,379	9,379
New Patrons	18	70	70
Computer Sessions	264	891	891
Adult Volunteer Hours	38	109	109
Attendance Family Programs	93	1,065	1,065
Attendance Adult Programs	19	67	67
Attendance Teen Programs	76	297	297
Attendance Juvenile Programs	118	402	402
Total # of Programs	32	114	114
Meeting room Rental	0	0	0
Cash to city	\$660.73	\$1,4343.03	\$1,4343.03

Highlights

Save the Date: City-Wide Yard Sale: Registration opens February 1, 2023.

Come See Our Displays





Umatilla Public Library FY 22-23



January 2023

City Monthly Reports FY 22-23

	Jan. 2023 (Q2)	Q1	FY 22-23
Visits (<i>door count halved</i>)	3,147	11,077	14,224
Checkouts	3,034	8,044	11,078
E-Books (digital)	373	1,065	1,438
Total Circulation	3,407	9,379	12,786
New Patrons	27	70	97
Computer Sessions	305	891	1,196
Adult Volunteer Hours	39	110	149
Attendance Family Programs	41	1,065	1,106
Attendance Adult Programs	26	67	93
Attendance Teen Programs	149	297	446
Attendance Juvenile Programs	129	402	531
Total # of Programs	46	114	160
Meeting room Rental	-	-	-
Cash to city	\$ 544.15	\$ 1,434.03	\$ 1,978.18

Highlights

City-Wide Yard Sale:

The Umatilla Public Library will host the 22nd Annual City Wide Yard Sale on Saturday, March 4, 2023 from 8 am – 2 pm. There will be residential yard sales throughout the city as well as on the library grounds, located at 412 Hatfield Dr., Umatilla, FL 32784.

Printed maps will be available for a donation at the library, prior to the sale. The Friends of the Library will host their annual used book sale inside the library.

A helpful FAQ has been posted to the Friends of the Library’s website. Find applications and more information as it happens on the website:

www.umatillalibrary.org/cwys

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
January 31, 2023 through February 6, 2023

ARRESTS

2/03/2023	5:51 p.m.	Kyle, Bruce Eustis	Felony petit theft; possession of cocaine
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a			
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REPORTS FILED

2/01/2023	11:28 a.m.	Officers responded to a call in reference to a persons vehicle being vandalized in the area of the Rose Street and the Umatilla High School. A report was taken.	
2/01/2023	1:34 p.m.	Officers responded to Wafford Street in reference to a verbal dispute. Parties agreed to separate.	
2/02/2023	11:36 a.m.	Officers responded to North Central Avenue in reference to credit card fraud. A report was taken.	
2/02/2023	5:10 p.m.	The owner of a firearm had previously reported it stolen to the Lake County Sheriff's office. Umatilla Police Department received a call that the firearm was found by its owner. After verifying the serial number through dispatch the gun was removed from NCIC/FCIC. A report was taken.	
2/02/2023	6:18 p.m.	Officers responded to the Save A Lot parking lot in reference to a fight in progress. Both parties advised there was no physical altercation but a verbal argument. A phone and tablet had been damaged. The victim was given instructions for filing charges with the States Attorneys Office if he chose to do so.	
2/03/2023	11:03 a.m.	Officers took a report of a lost wallet.	

ARRESTS	1
DISPATCHED CALLS	89
TRAFFIC STOPS	15
TRAFFIC CITATIONS ISSUED	0

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
February 7, 2023 through February 13, 2023

ARRESTS

2/11/2023	2:09 p.m.	Williams, Ryan Homeless	Aggravated battery; shooting or throwing missiles into dwellings; possession of paraphernalia; criminal mischief; resisting without violence.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a			
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REPORTS FILED

2/08/2023	3:13 p.m.	Officers met with a victim of fraud at the Umatilla Police Department. A report was taken.
2/09/2023	2:59 p.m.	Officers responded to the Umatilla Library in reference to a battery over with involving juveniles. A report was taken.
2/11/2023	10:56 a.m.	Officers were called to a disturbance at the Dollar General on North Central Avenue. The disturbance was verbal in nature. All was okay.
2/11/2023	12:35 p.m.	Officers assisted DCF with an investigation on Kentucky Avenue.
2/11/2023	11:09 p.m.	Officers responded to a call on First Avenue for person seeking medical attention. Person was turned over to Emergency Medical Services.

ARRESTS	1
DISPATCHED CALLS	88
TRAFFIC STOPS	18
TRAFFIC CITATIONS ISSUED	3