

**UMATILLA CITY COUNCIL MEETING**  
**August 3, 2021, 6:00 PM**  
**Council Chambers, 1 S. Central Avenue, Umatilla, Florida**

*Masks are highly recommended and a limited supply will be available. Social distancing will be observed. Overflow seating in room behind Chambers.*

***Pledge of Allegiance and Prayer***

***Please silence your electronic devices***

**Call to Order**

**Roll Call**

**SWEARING-IN OF ELECTED OFFICIALS**

1 Chris Creech – Council Seat 2

**ELECTION OF VICE MAYOR**

2 Election of Vice Mayor

**AGENDA REVIEW**

**MINUTES REVIEW**

3 Minutes, City Council meeting July 20, 2021

**MAYOR'S MESSAGE**

**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 Board addresses such items during this meeting. Public comments are generally limited to three minutes.

**CONSENT AGENDA**

4 Approval of Notice of Intent to Award – Construction of Runway 1-19 Rehabilitation and Extension  
FAA AIP No. 3-13-0026-012-2021, City of Umatilla Project No. 2021-02

**PRESENTATION**

5 Proclamation – Citrus Industry Labels

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

6 First Reading of Ordinance No. 2021-F, Magnolia Point PUD Modification

**NEW BUSINESS**

**BOARD/COMMITTEE APPOINTMENTS**

**GENERAL DISCUSSION**

**REPORTS**

City Attorney

Mayor

Council Members

Staff Members

Police Activity Report

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.



# City of Umatilla

*"NATURE'S HOMETOWN"*

## OATH OF OFFICE

**OATH:** I, Chris Creech, do solemnly affirm that I will support, protect and defend the Constitution and Government of the United States of America and of the State of Florida against all enemies both domestic and foreign and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold the office under the Constitution; that I will faithfully perform all the duties for the City Council Seat #2 for the remaining of a term of four (4) years in the City of Umatilla, Florida, on which I am about to enter, so help me God.

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Chris Creech

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** July 28, 2021

**MEETING DATE:** August 3, 2021

**SUBJECT:** Council Elections

**ISSUE:** Vice Mayor position

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**BACKGROUND SUMMARY:** On July 20, 2021, Seat 2 was officially vacated by former City Council Member Laura Wright. Once a seat is vacated, the duty of the City Council is to make an appointment to the seat within thirty (30) days. An appointee is to fill the seat for the remainder of the term until the next regularly scheduled election, which will be held in November 2022, at which time the appointee will be required to run for office.

A Council elected position such as that of Vice Mayor has a term of one year that coincides with the second meeting in November. Therefore, whoever is elected Vice Mayor will serve as such until November 2022. The city holds its elections on even numbered years in conjunction with county, state, and federal elections. This period is consistent with the certification of election results by the Supervisor of Elections office and the swearing-in of newly elected city officials.

**STAFF RECOMMENDATIONS:** 1) Nominate an elected official to serve as Vice Mayor, make a motion and second, and vote to confirm the selection of the Vice Mayor.

**FISCAL IMPACTS:** No additional fiscal impact.

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            vN/A

Reviewed by City Engineer    Yes            No            vN/A

**UMATILLA CITY COUNCIL MEETING**  
**JULY 20, 6:00 PM**  
**Council Chambers, 1 S. Central Avenue, Umatilla, Florida**

The Pledge of Allegiance was led and Invocation given by Mayor Adcock.

The meeting was called to order at 6:00 p.m.

*IN ATTENDANCE:* Mayor Kent Adcock; Vice Mayor Laura Wright; Council Members: Katherine Adams, Brian Butler, John Nichols; Police Chief Adam Bolton; Interim City Clerk Gwen Johns; Finance Director Regina Frazier; City Attorney Kevin Stone; Assistant to the City Manager Misti Lambert

**AGENDA REVIEW**

**MOTION by Council Member Kaye Adams to approve the Agenda**  
**SECOND by Vice Mayor Laura Wright**  
**Motion APPROVED by unanimous vote.**

**MINUTES REVIEW**

***1 Minutes, City Council meeting July 6, 2021***

**MOTION by Council Member John Nichols to approve the City Council minutes dated July 6, 2021;**  
**SECOND by Council Member Brian Butler;**  
**Motion APPROVED by unanimous vote.**

**MAYOR'S MESSAGE**

Mayor Adcock announced informational videos to be displayed:

- 1) Production featured the City of Umatilla tree carvings by Buddy Pittman, WUCF TV.
- 2) Production featured Sunsational Citrus presented by Buddy Pittman, WUCF TV.
- 3) Production featured the City of Umatilla Airport educational programs, presented by the Florida Aviation Network.

**PUBLIC COMMENT**

There were no public comments.

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

***2 Approval of Resolution No. 2021-17, Preliminary Fire Assessment Fee F/Y 2021-22***

Kevin Stone, City Attorney, read Resolution No. 2021-17 by title only.

**RESOLUTION NO. 2021-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF UMATILLA, FLORIDA; ESTABLISHING THE ESTIMATED RATES FOR FIRE SERVICES ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mr. Stone said the City of Umatilla adopted a Fire Assessment in 2018. The cost of fire protection, facilities and programs are taken into consideration and reasonably apportioned among property owners who benefit from the provision of fire services. The same cost allocation is being used and the same rates are being recommended for the upcoming fiscal year.

**MOTION by Vice Mayor Laura Wright to approve Resolution No. 2021-17;**  
**SECOND by Council Member John Nichols;**  
**Motion APPROVED by unanimous vote.**

**NEW BUSINESS**

**3 Set Proposed Millage Rate for Fiscal Year 2021-22**

Regina Frazier, Finance Director, provided information pertaining to the Fiscal Year 2021-2022 proposed budget.

Council Member Kaye Adams suggested an increase to Police Department salaries, to at least \$18.50 per hour.

Council Member Laura Wright said Public Works employees should also be considered for salary increases.

Council Member Brian Butler believes the millage rate needs to be increased to avoid falling behind in the future.

Council Member Wright asked Chief of Police Adam Bolton said during the past two years one officer has left the City and one has moved from full time to part time. Three new officers have been hired. Currently, the agency is short one officer and Chief Bolton believes an increase in compensation would help significantly with recruitment efforts.

Ms. Frazier asked the City Council to keep in mind the millage can not be increased following the tentative millage rate. The tentative millage rate is the number that will be included in the TRIM notice.

**MOTION by Brian Butler to increase millage rate to 7.6089 mills;  
Motion died due to lack of a second.**

**MOTION by Kaye Adams to set tentative millage rate at 7.1089 mills;  
Motion SECONDED by Mayor Adcock;  
Motion APPROVED by roll call vote.**

<b>Council Member Adams</b>	<b>YES</b>	<b>Vice Mayor Wright</b>	<b>YES</b>
<b>Council Member Butler</b>	<b>NO</b>	<b>Mayor Adcock</b>	<b>YES</b>
<b>Council Member Nichols</b>	<b>YES</b>		

Kevin Stone, City Attorney, stated two dates have been provided as proposed budget hearings for the adoption of proposed and final budget as well as proposed and final millage rates. Those meeting dates are September 7<sup>th</sup> and September 23<sup>rd</sup>. Each meeting will be held at City Hall in the Council Chamber.

**4 Approval of Piggyback Contract for ERP Software with Tyler Technologies**

Ms. Frazier stated the City currently uses Edmund’s software for financial purposes. Staff is proposing purchase and implementation of a product from Tyler Technologies, which would update the City’s current software. She explained Enterprise and Resource Planning Software with Tyler Technologies encompasses several areas of government, including a cemetery module, personnel management, financial management, customer relationship management for real time technology accessibility. The product also includes planning, zoning and building features for electronic permitting. This software has been competitively bid and will meet the needs of the City. This software has a component for cemeteries and also document management.

Mr. Stone, City Attorney, advised the City Council, when making a motion on this item, to find and declare Tyler Technologies, Inc. as an evaluated source for Enterprise Resource Planning software, to waive any additional or conflicting requirements of the City purchasing policy, and to approve the contract with Tyler Technologies, Inc., for ERP software in the form recommended by staff.

Jean Martin, resident of Umatilla, stated she would rather see personnel salary increases than purchase of new software.

Mayor Adcock asked if this item is time sensitive and Ms. Frazier said a decision does not have to be made this evening. However, it is intent of staff to utilize Cares Act dollars for a portion of the implementation cost for the software. The full installation and implementation of the product is anticipated to take up to one year.

Christa Martin, resident of Umatilla, was not supportive of spending money on the software.

Mayor Adcock does not feel comfortable voting on this software tonight, but would like to see the expense rolled into the budget for next year to allow for discussion during the budget process.

Mr. Stone, City Attorney, advised City Council to consider tabling this item to a date certain. He said Mr. Blankenship, City Manager, is supportive of this purchase and tabling the item would allow time for City staff to prepare additional comprehensive information to demonstrate the benefits and possible long-term cost savings associated with implementing a newer software.

**MOTION by Council Member Laura Wright to table this item (Tyler Technologies)c until a future meeting when Mr. Blankenship and Ms. Frazier can provide additional information about the product;**  
**SECOND by Council Member John Nichols;**  
**Motion APPROVED by unanimous vote.**

***5 Change Order #1 Providing for Additional Funding to Support Mittauer & Associates Management of Grant Administration Services***

Kevin Stone, City Attorney, stated since Ms. Howard is no longer available to manage and track the maintenance of grant funds and services, Mittauer & Associates will assume responsibility for grant administration services. He said an SRF loan increase is also being requested to offset this increased services expense.

**MOTION by Council Member John Nichols to approve the Change Order ;**  
**SECOND by Council Member Kaye Adams;**  
**Motion APPROVED by unanimous vote.**

**REPORTS**

Council Member Laura Wright is asking for donations and gift cards for the Educator's breakfast scheduled August 6, 2021. She is also looking for volunteers.

Council Member Brian Butler would like to see an item on the next City Council agenda to discuss council members salary reduction.

Council Member John Nichols presented a letter received from Jack L. and Loretta M. Sperry, regarding property the City is purchasing at Kentucky Avenue. They suggested naming the parking lot after a long time resident who lived at the corner of Kentucky and Ocala Streets. Mr. Stone stated staff will keep this request in mind while moving forward to complete the property purchase transaction.

Police Chief Bolton stated the police department has been approved for approximately \$30,000 in Cares Act Residual grant funding. The funds will be used to pay for overtime and for those who worked in the absence of employees who had COVID related absences. Some of the funds will also be used to purchase a new air cleaning system for some of the public buildings as well as additional camera equipment for city facilities.

Mayor Adcock said there will be some accolades to police officers in the near future.

**CITY ATTORNEY**

***6 City Council Vacancy due to the Resignation of Council Member Laura Wright***

Kevin Stone, City Attorney, asked Vice Mayor Wright if it is still her intent to resign from her seat on City Council and Ms. Wright affirmed.

Mr. Stone declared the seat occupied by Vice Mayor Wright as vacant and stated in the City of Umatilla, once a seat is vacated, it is the duty of City Council to make an appointment to the City Council seat within thirty (30) days. Mr. Stone advised the City Council to immediately consider making an appointment to the seat. An appointee will fill the seat for the remainder of the term until the next regularly scheduled election, at which time the appointee will be required to run for office.

Mayor Adcock entertained public comment either from citizens who may be interested in appointment or citizens who may wish to support someone else as an option for appointment.

Mike Williamson, relatively new citizen to Umatilla, stated he and his wife retired and moved from Miami to Umatilla. He serves as a member of the Umatilla Garden Club and is excited

about opportunities to serve his community. Mr. Williamson stated he would be honored to serve this community, as he has been blessed in his life and has a desire to give back.

Chris Creech, 170 Grandview, Umatilla stated he has been a resident of the City for 31 years and is interested in serving the balance of the vacated term. Mr. Creech is second generation born and raised in Umatilla, and is raising his own family in Umatilla. A 2007 graduate of Umatilla High School, Mr. Creech now owns and operates a business in the water/sewer utility trade. He has a firm with approximately 30 employees, approximately half of whom reside in the City of Umatilla.

Jean Martin, Umatilla resident, works for ERA Grizzard. She loves the City of Umatilla and wants to see growth, but wants to see it done in an appropriate manner. Ms. Martin serves on the Women's Hall of Fame for Lake County selection committee, works with the homeless and volunteers to help first time buyers get their homes.

### ***7 Action to fill Vacated City Council Seat***

**MOTION by Council Member Brian Butler to nominate Chris Creech;  
SECOND by Council Member Kaye Adams;  
MOTION approved by a roll call vote.**

<b>Council Member Butler</b>	<b>YES</b>	<b>Council Member Adams</b>	<b>YES</b>
<b>Council Member Nichols</b>	<b>YES</b>	<b>Mayor Adcock</b>	<b>YES</b>

Mr. Stone asked Mr. Creech to approach the podium. He stated this is an appointment made by the City Council. He asked Mr. Creech if he accepts the appointment. Mr. Creech accepts the appointment. Mr. Stone stated a ceremony will be held at the August 3, 2021 City Council meeting. Prior to the formal acceptance of the position, Mr. Stone pointed out the City of Umatilla Charter requires anyone assuming office must be a qualified elector of the City of Umatilla for at least six (6) months. Mr. Stone mentioned other disqualifiers but stated same will be covered at the August 3, 2021 meeting during the formal ceremony.

Amy Stultz, the City's new Library Director, introduced herself and was welcomed by City Council.

### **ADJOURNMENT**

With no further business for discussion, meeting adjourned at approximately 7:36 p.m.

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Kent Adcock, MAYOR

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Gwen Johns, MMC  
City Clerk

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** July 29, 2021

**MEETING DATE:** August 3, 2021

**SUBJECT:** Runway 1-19 Rehabilitation & Extension Notice of Intent to Award

**ISSUE:** Umatilla Municipal Airport, FAA AIP No. 3-13-0026-012-2021  
City of Umatilla Project No. 2021-02

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**BACKGROUND SUMMARY:** Five bids for the above referenced project have been received and the bids have been reviewed and tabulated.

The City's consultant, GAI Consultants, recommend the City notify Halifax Paving, Inc. of the City's Intent to Award this project in the amount of \$2,168,942.45.

Halifax Paving, Inc.  
Joseph L. Durrance, Vice President  
814 Hull Road  
Ormond Beach, FL 2174  
Phone: 386-676-0200

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**STAFF RECOMMENDATIONS:** Follow the recommendation made by Daniel Joseph Nickols, Jr., Assistant Engineering Manager, GAI Consultants, Inc.

**FISCAL IMPACTS:** to be determined (included in budget)

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes                    No                    vN/A

Reviewed by City Engineer    Yes                    No                    vN/A





Orlando Office  
618 East South Street  
Suite 700  
Orlando, Florida 32801

T 407.423.8398  
F 407.843.1070

## **NOTICE OF INTENT TO AWARD – Runway 1-19 Rehabilitation & Extension**

Mr. Scott Blankenship  
City Manager  
City of Umatilla  
1 S. Central Avenue  
Umatilla, FL 32784

**City of Umatilla  
Umatilla Municipal Airport  
FAA AIP No. 3-13-0026-012-2021  
City of Umatilla Project No. 2021-02  
Construction of Runway 1-19 Rehabilitation & Extension**

Dear Mr. Blankenship:

Five (5) bids for the above-referenced project were received at 2:00 pm on June 2<sup>nd</sup>, 2021. The bids were reviewed, tabulated, and the low bidder is as follows:

Halifax Paving, Inc.  
Joseph L. Durrance, Vice President  
814 Hull Road  
Ormond Beach, FL 32174  
Phone: 386-676-0200

We recommend notifying Halifax Paving, Inc of the City's Intent to Award this project in the amount of **\$2,168,942.45**. Formal award of the Contract to the Contractor shall be contingent upon receipt and execution of a FAA construction grant, in an amount sufficient to fund the entire project, by the City of Umatilla. Formal award of the project will be delivered to the above-mentioned Contractor after the project funding has been confirmed between the Owner and the Funding Agency.

We have spoken with the contractor who has expressed satisfaction with his bid, and the Contractor is aware of the situation and stipulations that accompany a "Notice of Intent to Award".

If you have any questions, please contact me by telephone at 407-271-9807 or via email at [D.Nickols@gaiconsultants.com](mailto:D.Nickols@gaiconsultants.com).

Sincerely,

GAI Consultants, Inc.

Daniel J. Nickols Jr., P.E.  
Assistant Engineering Manager

Enc.: Signed Bid Tab

**BID TABULATION :: UMATILLA MUNICIPAL AIRPORT :: CITY OF UMATILLA ITB NO. 2021-02 :: CONSTRUCTION OF RUNWAY 1-19 REHABILITATION & EXTENSION**

ITEM NO	FAA SPEC	DESCRIPTION	QUANTITY	UNITS	GAI Consultants (Engineer's) ESTIMATE		Halifax Paving, Inc.		CW Roberts Contracting, Inc.		P&S Paving, Inc.		Carr & Collier, Inc.		Ranger Construction Industries, Inc.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P-101	COLD MILLING EXISTING PAVEMENT, FULL DEPTH	21,010	SY	\$ 2.50	\$ 52,525.00	\$ 4.00	\$ 84,040.00	\$ 1.65	\$ 34,666.50	\$ 3.50	\$ 73,535.00	\$ 1.00	\$ 21,010.00	\$ 2.05	\$ 43,070.50
2	P-151	CLEARING & GRUBBING	7	AC	\$ 3,500.00	\$ 24,500.00	\$ 8,000.00	\$ 56,000.00	\$ 6,000.00	\$ 42,000.00	\$ 6,200.00	\$ 43,400.00	\$ 15,000.00	\$ 105,000.00	\$ 6,630.00	\$ 46,410.00
3	P-152	UNCLASSIFIED EXCAVATION	24,470	CY	\$ 13.50	\$ 330,345.00	\$ 6.50	\$ 159,055.00	\$ 10.00	\$ 244,700.00	\$ 3.00	\$ 73,410.00	\$ 2.00	\$ 48,940.00	\$ 4.20	\$ 102,774.00
4	P-211	LIME ROCK BASE COURSE	1,215	CY	\$ 67.50	\$ 82,012.50	\$ 75.00	\$ 91,125.00	\$ 65.00	\$ 78,975.00	\$ 85.00	\$ 103,275.00	\$ 90.00	\$ 109,350.00	\$ 81.40	\$ 98,901.00
5	P-403	ASPHALT MIX PAVEMENT	4,750	TON	\$ 115.00	\$ 546,250.00	\$ 130.00	\$ 617,500.00	\$ 110.00	\$ 522,500.00	\$ 128.00	\$ 608,000.00	\$ 170.00	\$ 807,500.00	\$ 140.20	\$ 665,950.00
6	P-602	EMULSIFIED ASPHALT PRIME COAT	1,745	GAL	\$ 6.00	\$ 10,470.00	\$ 5.50	\$ 9,597.50	\$ 0.10	\$ 174.50	\$ 4.50	\$ 7,852.50	\$ 5.00	\$ 8,725.00	\$ 4.70	\$ 8,201.50
7	P-603	EMULSIFIED ASPHALT TACK COAT	2,320	GAL	\$ 6.00	\$ 13,920.00	\$ 5.50	\$ 12,760.00	\$ 0.10	\$ 232.00	\$ 4.00	\$ 9,280.00	\$ 6.00	\$ 13,920.00	\$ 4.70	\$ 10,904.00
8	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT, WITH REFLECTIVE MEDIA	14,140	SF	\$ 1.00	\$ 14,140.00	\$ 0.70	\$ 9,898.00	\$ 1.65	\$ 23,331.00	\$ 0.85	\$ 12,019.00	\$ 1.50	\$ 21,210.00	\$ 1.10	\$ 15,554.00
9	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	5,515	SF	\$ 0.75	\$ 4,136.25	\$ 0.90	\$ 4,963.50	\$ 0.50	\$ 2,757.50	\$ 0.60	\$ 3,309.00	\$ 1.00	\$ 5,515.00	\$ 1.10	\$ 6,066.50
10	P-620	HALF-RATE RUNWAY & TAXIWAY MARKINGS, WITHOUT REFLECTIVE MEDIA	14,140	SF	\$ 1.25	\$ 17,675.00	\$ 0.42	\$ 5,938.80	\$ 1.45	\$ 20,503.00	\$ 0.60	\$ 8,484.00	\$ 1.00	\$ 14,140.00	\$ 1.10	\$ 15,554.00
11	F-162	REMOVAL OF EXISTING CHAIN LINK FENCE	650	LF	\$ 7.50	\$ 4,875.00	\$ 3.50	\$ 2,275.00	\$ 8.00	\$ 5,200.00	\$ 3.80	\$ 2,470.00	\$ 10.00	\$ 6,500.00	\$ 12.40	\$ 8,060.00
12	F-162	CONSTRUCTION ACCESS GATE	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,150.00	\$ 2,150.00	\$ 4,800.00	\$ 4,800.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,030.00	\$ 8,030.00
13	F-162	6-FOOT BLACK PVC COATED CHAIN LINK FENCE WITH BARBED WIRE	1,015	LF	\$ 27.50	\$ 27,912.50	\$ 32.11	\$ 32,591.65	\$ 35.00	\$ 35,525.00	\$ 35.00	\$ 35,525.00	\$ 37.00	\$ 37,552.50	\$ 36.00	\$ 36,540.00
14	T-901	SEEDING	19,700	SY	\$ 0.75	\$ 14,775.00	\$ 0.62	\$ 12,214.00	\$ 0.25	\$ 4,925.00	\$ 0.80	\$ 15,760.00	\$ 0.90	\$ 17,730.00	\$ 2.15	\$ 42,355.00
15	T-904	SODDING	62,100	SY	\$ 2.75	\$ 170,775.00	\$ 3.00	\$ 186,300.00	\$ 2.00	\$ 124,200.00	\$ 3.50	\$ 217,350.00	\$ 3.00	\$ 186,300.00	\$ 3.85	\$ 239,085.00
16	T-908	MULCHING	19,700	SY	\$ 0.75	\$ 14,775.00	\$ 0.45	\$ 8,865.00	\$ 0.20	\$ 3,940.00	\$ 0.20	\$ 3,940.00	\$ 0.50	\$ 9,850.00	\$ 0.01	\$ 197.00
17	-	LOW GROUND COVER VEGETATION	3,400	SY	\$ 5.00	\$ 17,000.00	\$ 17.60	\$ 59,840.00	\$ 22.00	\$ 74,800.00	\$ 11.50	\$ 39,100.00	\$ 5.00	\$ 17,000.00	\$ 13.75	\$ 46,750.00
18	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 92,500.00	\$ 92,500.00	\$ 20,000.00	\$ 20,000.00	\$ 232,000.00	\$ 232,000.00
19	GP-80	STABILIZED CONSTRUCTION ACCESS ROAD	1,150	LF	\$ 20.00	\$ 23,000.00	\$ 60.00	\$ 69,000.00	\$ 20.00	\$ 23,000.00	\$ 20.00	\$ 23,000.00	\$ 60.00	\$ 69,000.00	\$ 2.80	\$ 3,220.00
20	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00	\$ 3,000.00	\$ 45,000.00	\$ 45,000.00	\$ 25,000.00	\$ 25,000.00	\$ 37,000.00	\$ 37,000.00	\$ 46,970.00	\$ 46,970.00
21	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 51,000.00	\$ 51,000.00	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 26,400.00	\$ 26,400.00
22	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	1,780	LF	\$ 2.50	\$ 4,450.00	\$ 2.00	\$ 3,560.00	\$ 4.00	\$ 7,120.00	\$ 1.25	\$ 2,225.00	\$ 5.00	\$ 8,900.00	\$ 2.35	\$ 4,183.00
23	C-105	FIELD OFFICE	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,800.00	\$ 6,800.00	\$ 13,500.00	\$ 13,500.00	\$ 12,000.00	\$ 12,000.00	\$ 19,300.00	\$ 19,300.00
24	C-105	FIELD OFFICE EQUIPMENT	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,500.00	\$ 5,500.00	\$ 10,500.00	\$ 10,500.00	\$ 2,000.00	\$ 2,000.00	\$ 20,500.00	\$ 20,500.00
25	-	GOPHER TORTOISE SURVEY/PROTECTION	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 3,300.00	\$ 3,300.00	\$ 7,500.00	\$ 7,500.00	\$ 7,780.00	\$ 7,780.00
26	-	GOPHER TORTOISE PERMIT	1	ALLOW	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
27	-	GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION	1	ALLOW	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
28	L-107-5.1	REMOVAL OF EXISTING RUNWAY WIND CONE STRUCTURE AND FOUNDATION, COMPLETE	1	EA	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 600.00	\$ 600.00	\$ 4,700.00	\$ 4,700.00	\$ 627.50	\$ 627.50
29	L-107-5.2	NEW L-807(L), STYLE I-B, SIZE 1 LED INTERNALLY LIGHTED, VOLTAGE DRIVEN WIND CONE INSTALLED IN EARTH	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,500.00	\$ 16,500.00	\$ 18,000.00	\$ 18,000.00	\$ 22,600.00	\$ 22,600.00
30	L-108-5.1	HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EARTH	50	LF	\$ 50.00	\$ 2,500.00	\$ 15.00	\$ 750.00	\$ 15.00	\$ 750.00	\$ 16.50	\$ 825.00	\$ 18.00	\$ 900.00	\$ 25.10	\$ 1,255.00
31	L-108-5.2	SAW CUT AND HAND EXCAVATE MINIMUM 8" WIDE X 28" DEEP IN EXISTING FULL STRENGTH PAVEMENT	25	LF	\$ 40.00	\$ 1,000.00	\$ 20.00	\$ 500.00	\$ 20.00	\$ 500.00	\$ 22.00	\$ 550.00	\$ 24.00	\$ 600.00	\$ 37.65	\$ 941.25
32	L-108-5.3	3/4" X 40' GROUND RODS CONNECTED TO COUNTERPOISE	36	EA	\$ 450.00	\$ 16,200.00	\$ 500.00	\$ 18,000.00	\$ 500.00	\$ 18,000.00	\$ 550.00	\$ 19,800.00	\$ 600.00	\$ 21,600.00	\$ 502.00	\$ 18,072.00
33	L-108-5.4	ADDITIONAL 10' GROUND ROD SECTIONS	36	EA	\$ 125.00	\$ 4,500.00	\$ 125.00	\$ 4,500.00	\$ 125.00	\$ 4,500.00	\$ 137.50	\$ 4,950.00	\$ 150.00	\$ 5,400.00	\$ 125.50	\$ 4,518.00
34	L-108-5.5	#6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM	10,570	LF	\$ 1.60	\$ 16,912.00	\$ 1.70	\$ 17,969.00	\$ 1.70	\$ 17,969.00	\$ 1.40	\$ 14,798.00	\$ 2.00	\$ 21,140.00	\$ 1.65	\$ 17,440.50
35	L-108-5.6	#8, 5KV, L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK SYSTEM	24,400	LF	\$ 2.00	\$ 48,800.00	\$ 1.90	\$ 46,360.00	\$ 1.90	\$ 46,360.00	\$ 1.40	\$ 34,160.00	\$ 2.25	\$ 54,900.00	\$ 1.65	\$ 40,260.00
36	L-108-5.7	#6, 600V, XHHW EQUIPMENT GROUND CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK SYSTEM	4,130	LF	\$ 1.75	\$ 7,227.50	\$ 1.70	\$ 7,021.00	\$ 1.70	\$ 7,021.00	\$ 1.55	\$ 6,401.50	\$ 2.00	\$ 8,260.00	\$ 1.75	\$ 7,227.50
37	L-109-5.1	MODIFICATION OF EXISTING ELECTRICAL SYSTEMS IN THE AIRFIELD ELECTRICAL VAULT, COMPLETE	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,900.00	\$ 11,900.00	\$ 18,800.00	\$ 18,800.00
38	L-109-5.2	NEW L-828 4KW FERRORESONANT, 240V, 3 STEP REGULATOR WITH 120V CONTROL VOLTAGE, COMPLETE	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 19,800.00	\$ 19,800.00	\$ 21,000.00	\$ 21,000.00	\$ 18,800.00	\$ 18,800.00
39	L-110-5.1	ONE 2" SCHEDULE 40 PVC CONDUIT NON-ENCASED DIRECT BURIED IN EARTH, 24-INCH MINIMUM COVER, COMPLETE IN PLACE	11,400	LF	\$ 8.00	\$ 91,200.00	\$ 8.00	\$ 91,200.00	\$ 8.00	\$ 91,200.00	\$ 8.80	\$ 100,320.00	\$ 9.50	\$ 108,300.00	\$ 6.25	\$ 71,250.00
40	L-110-5.2	INTERCEPT EXISTING CONDUIT SYSTEM AND CONNECT TO NEW CONDUIT SYSTEM	9	EA	\$ 250.00	\$ 2,250.00	\$ 125.00	\$ 1,125.00	\$ 125.00	\$ 1,125.00	\$ 137.50	\$ 1,237.50	\$ 150.00	\$ 1,350.00	\$ 188.20	\$ 1,693.80
41	L-115-5.1	REMOVAL OF EXISTING JUNCTION CAN/LIGHT BASE CAN IN EARTH, COMPLETE	65	EA	\$ 250.00	\$ 16,250.00	\$ 250.00	\$ 16,250.00	\$ 250.00	\$ 16,250.00	\$ 275.00	\$ 17,875.00	\$ 300.00	\$ 19,500.00	\$ 125.50	\$ 8,157.50
42	L-115-5.2	INTERCEPT EXISTING LIGHT BASE CAN IN EARTH AND CONNECT TO CONDUIT SYSTEM	2	EA	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 330.00	\$ 660.00	\$ 350.00	\$ 700.00	\$ 188.20	\$ 376.40
43	L-115-5.3	INTERCEPT EXISTING MANHOLE IN EARTH AND CONNECT TO CONDUIT SYSTEM	14	EA	\$ 500.00	\$ 7,000.00	\$ 250.00	\$ 3,500.00	\$ 250.00	\$ 3,500.00	\$ 275.00	\$ 3,850.00	\$ 300.00	\$ 4,200.00	\$ 313.50	\$ 4,389.00
44	L-115-5.4	L-867 16" DIAMETER JUNCTION CAN WITH COVER INSTALLED IN EARTH	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,650.00	\$ 1,650.00	\$ 1,800.00	\$ 1,800.00	\$ 1,760.00	\$ 1,760.00
45	L-125-5.1	NEW L-861(L), LED RUNWAY MIREL ELEVATED EDGE LIGHT AND BASE CAN INSTALLED IN EARTH	26	EA	\$ 1,950.00	\$ 50,700.00	\$ 2,000.00	\$ 52,000.00	\$ 2,000.00	\$ 52,000.00	\$ 2,200.00	\$ 57,200.00	\$ 2,400.00	\$ 62,400.00	\$ 2,130.00	\$ 55,380.00
46	L-125-5.2	NEW L-861E(L), LED RUNWAY MIREL ELEVATED THRESHOLD LIGHT AND BASE CAN INSTALLED IN EARTH	24	EA	\$ 1,950.00	\$ 46,800.00	\$ 2,100.00	\$ 50,400.00	\$ 2,100.00	\$ 50,400.00	\$ 2,310.00	\$ 55,440.00	\$ 2,500.00	\$ 60,000.00	\$ 2,200.00	\$ 52,800.00
47	L-125-5.3	NEW L-861T(L), LED TAXIWAY ELEVATED EDGE LIGHT AND BASE CAN INSTALLED IN EARTH	24	EA	\$ 1,950.00	\$ 46,800.00	\$ 1,800.00	\$ 43,200.00	\$ 1,800.00	\$ 43,200.00	\$ 1,980.00	\$ 47,520.00	\$ 2,100.00	\$ 50,400.00	\$ 2,010.00	\$ 48,240.00
48	L-125-5.4	NEW L-861T(L), LED TAXIWAY ELEVATED EDGE LIGHT INSTALLED ON EXISTING BASE CAN	55	EA	\$ 1,250.00	\$ 68,750.00	\$ 650.00	\$ 35,750.00	\$ 650.00	\$ 35,750.00	\$ 715.00	\$ 39,325.00	\$ 775.00	\$ 42,625.00	\$ 627.50	\$ 34,512.50
49	L-125-5.5	TWO NEW L-861T(L), LED TAXIWAY ELEVATED EDGE LIGHTS AND BASE CANS INSTALLED IN EARTH WITH CONCRETE MAINTENANCE PAD	6	EA	\$ 4,200.00	\$ 25,200.00	\$ 3,000.00	\$ 18,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,300.00	\$ 19,800.00	\$ 3,500.00	\$ 21,000.00	\$ 3,760.00	\$ 22,560.00
50	L-125-5.6	IDENTIFICATION OF CABLES, DUCTBANKS, AND LIGHT FIXTURES PER FAA SPECIFICATIONS	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 600.00	\$ 600.00	\$ 3,760.00	\$ 3,760.00
51	L-125-5.7	DEMOLITION OF EXISTING L-881, 2 BOX PAPI SYSTEM (VOLTAGE DRIVEN), POWER PEDESTAL AND CONCRETE FOUNDATIONS, COMPLETE	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00	\$ 880.00	\$ 1,760.00	\$ 1,000.00	\$ 2,000.00	\$ 941.00	\$ 1,882.00
52	L-125-5.8	NEW L-881(L), STYLE A, 2 BOX, LED PAPI SYSTEM (VOLTAGE DRIVEN) AND POWER PEDESTAL MOUNTED ON NEW CONCRETE FOUNDATIONS, COMPLETE	2	EA	\$ 30,000.00	\$ 60,000.00	\$ 33,000.00	\$ 66,000.00	\$ 33,000.00	\$ 66,000.00	\$ 36,300.00	\$ 72,600.00	\$ 39,000.00	\$ 78,000.00	\$ 62,700.00	\$ 125,400.00
53	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	\$ 204,374.25	\$ 204,374.25	\$ 115,000.00	\$ 115,000.00	\$ 200,000.00	\$ 200,000.00	\$ 188,500.00	\$ 188,500.00	\$ 214,780.00	\$ 214,780.00	\$ 242,000.00	\$ 242,000.00
<b>TOTAL CONSTRUCTION COST</b>					<b>TOTAL</b>	<b>\$ 2,251,000.00</b>	<b>TOTAL</b>	<b>\$ 2,168,942.45</b>		<b>\$ 2,177,330.50</b>		<b>\$ 2,222,406.50</b>	<b>**</b>	<b>\$ 2,487,700.00</b>		<b>\$ 2,604,458.45</b>

Signed: BID TAB Completed by Dan Nickols, P.E.

Date: 6/3/2



# PROCLAMATION

## CITY OF UMATILLA, FLORIDA

**WHEREAS**, the citrus industry was the economic engine and dominant force in Lake County for more than 125 years; and

**WHEREAS**, the citrus industry was comprised of many growers, harvesters, packers, grove care workers, processing plant employees, marketers, allied industry workers and others that kept the giant functioning; and

**WHEREAS**, the ‘packing houses’ were the heart of Umatilla for many years, providing a second income for many families and fueling the city’s economy; and

**WHEREAS**, the entire Umatilla community depended on the citrus industry to provide the economic backbone to support most activities, both business and social; and

**WHEREAS**, the history of the citrus industry needs to be shared and preserved, and the stories of those involved need to be told; and

**WHEREAS**, the events such as freezes, insects, diseases, frozen concentrated orange juice, foreign competition, research that discovered answers to serious problems and many other critical issues that dominated the industry need to be shared; and

**WHEREAS**, the Lake County Citrus Label Tour and website will utilize signs of historic crate labels to provide a portal to the wonderful stories of the Lake County citrus industry; and

**WHEREAS**, through the website one can enjoy oral stories, narrated presentations, written relocations, pictures, accounts of events, background for each crate label, tributes to those in the industry, links to Citrus Hall of Fame members from Lake County, and much more.

**NOW, THEREFORE**, be it resolved that the City of Umatilla, Florida, in Lake County does hereby recognize, support and are proud to be a part of the Lake County Citrus Label Tour and on this 23<sup>rd</sup> day of August, 2021, that the City of Umatilla dedicates the **DUCK HEAD** (Umatilla Citrus Growers Association), **GOLDEN GEM** (Golden Gem Growers), **INDIAN WARRIOR/TYRE’S PRIDE/ATLANTA MAID/ TYRE’S QUEEN** (Umatilla Packers, Inc.) and **RED WARRIOR** (Umatilla Fruit Company) labels as part of the Lake County Citrus Label Tour.

*In witness whereof I have hereunto set my  
Hand and caused this seal to be affixed.*

ATTEST:

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*Kent Adcock  
Mayor, City of Umatilla*

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*Gwen Johns, MMC  
Interim City Clerk*

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** July 28, 2021

**MEETING DATE:** August 3, 2021

**SUBJECT:** Magnolia Pointe Subdivision

**ISSUE:** Proposed amendment to the PUD and Development Agreement

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**BACKGROUND SUMMARY:** The owner is seeking an amendment to the existing PUD Conceptual Plan and Developers Agreement approved by the City Council on October 6, 2020.

This request is to amend or clarify the following:

- Reduce the number of residential lots from 506 to 480
  - Clarify the open space required as 44.48 acres (25% of developable acreage)
  - Decrease the overall density from 2.79 units/acre to 2.68 units/acre
  - Allow varying lot sizes that range from 40' to 49' (143 lots) and 50' to 59' (334 lots) with an option to also utilize 60' to 69' lots; R
  - Reduce the minimum living area from 1300 SF to 1200 SF;
  - Increase the ISR from 50% to 75% on each individual lot;
  - Revise the side setbacks from 7.5' to 5'; reduce the rear setback from 15' to 10' on the 40' to 49' lots;
  - Revise the residential design guidelines to encourage front elevations but not require emphasize entries and porches; no minimum requirement for windows and doors; delete the garage limitations; delete the requirement that no more than 85% of the lots are permitted to contain front loaded garages; delete the minimum separation distance for garage; and allow foam shutters and corbels on the exterior finishes;
  - Change phasing from 4 phases to 5 phases;
  - Reduce the size of the main recreation parcel from 3.78 acres to 3.24 acres;
  - Clarify utility requirements and submittal of a Master Utility Plan;
  - Clarify landscape buffers will utilize the planting requirements of a Type "B" buffer, and tree replacement criteria.
- 

**STAFF RECOMMENDATIONS:** Approval

**FISCAL IMPACTS:** N/A

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**COUNCIL ACTION:**

Reviewed by City Attorney     Yes     No     vN/A

Reviewed by City Engineer     Yes     No     vN/A

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2  
3 **ORDINANCE 2021- F**

4 **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA,**  
5 **MODIFYING THE PLANNED UNIT DEVELOPMENT (PUD) ZONING OF 317± ACRES OF**  
6 **LAND CURRENTLY ZONED PLANNED UNIT DEVELOPMENT (PUD) IN THE CITY OF**  
7 **UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY COLIN B.**  
8 **JOHNSON LOCATED EAST OF CHURCH STREET AND SOUTH OF MILLS STREET;**  
9 **APPROVING A MASTER DEVELOPER’S AGREEMENT FOR THE PROPERTY; PROVIDING**  
10 **FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO**  
11 **PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK**  
12 **OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR**  
13 **SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

14 **WHEREAS,** a petition has been submitted by Colin Johnson as Owner, to rezone approximately  
15 317 acres of land by updating a Planned Unit Development (PUD);

16  
17 **WHEREAS,** the Petition bears the signature of all required parties; and

18  
19 **WHEREAS,** the required notice of the proposed rezoning has been properly published;

20  
21 **WHEREAS,** the City Council reviewed said petition, the recommendations of staff ~~report~~ and  
22 any comments, favorable or unfavorable, from the public and surrounding property owners at a public  
23 hearing duly advertised;

24  
25 **WHEREAS,** upon review, certain terms pertaining to the development of the above described  
26 property have been duly approved, ~~and~~

27  
28 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Umatilla, Florida,  
29 as follows:

30  
31 **Section 1: Purpose and Intent.**

32 That the zoning classification of the following described property, being situated in the City of Umatilla,  
33 Florida, shall hereafter be designated as PUD, Planned Unit Development, as defined in the Umatilla  
34 Land Development Regulations. The property is more particularly described and depicted as set forth on  
35 Exhibit “A” and as depicted on the map attached hereto as Exhibit “B” and incorporated herein by  
36 reference.

37  
38 **LEGAL DESCRIPTION:** See Exhibit “A”

39  
40  
41 **Section 2: Zoning Classification.**

42 That the property shall remain designated as within the PUD, Planned Unit Development District, in  
43 accordance with Chapter 6, Section 2(k) of the Land Development Regulations of the City of Umatilla,  
44 Florida. The property rezoned pursuant to this section shall be subject to the Umatilla Land Development  
45 Regulations pertaining to properties within the Planned Unit Development District and shall be developed  
46 according to the Master Developer’s Agreement attached hereto as Exhibit “C”.

47  
48 **Section 3: Severability.**

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

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**Section 4: Contingency; 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Kent Adcock, Mayor  
City of Umatilla, Florida

ATTEST:

\_\_\_\_\_  
Gwen Johns  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Kevin Stone  
City Attorney

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

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

EXHIBIT A

## Legal Description

## Parcel 1:

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

## Parcel 2:

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

## Parcel 3:

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

## Parcel 4:

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

## TOGETHER WITH:

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

## Parcel 5:

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

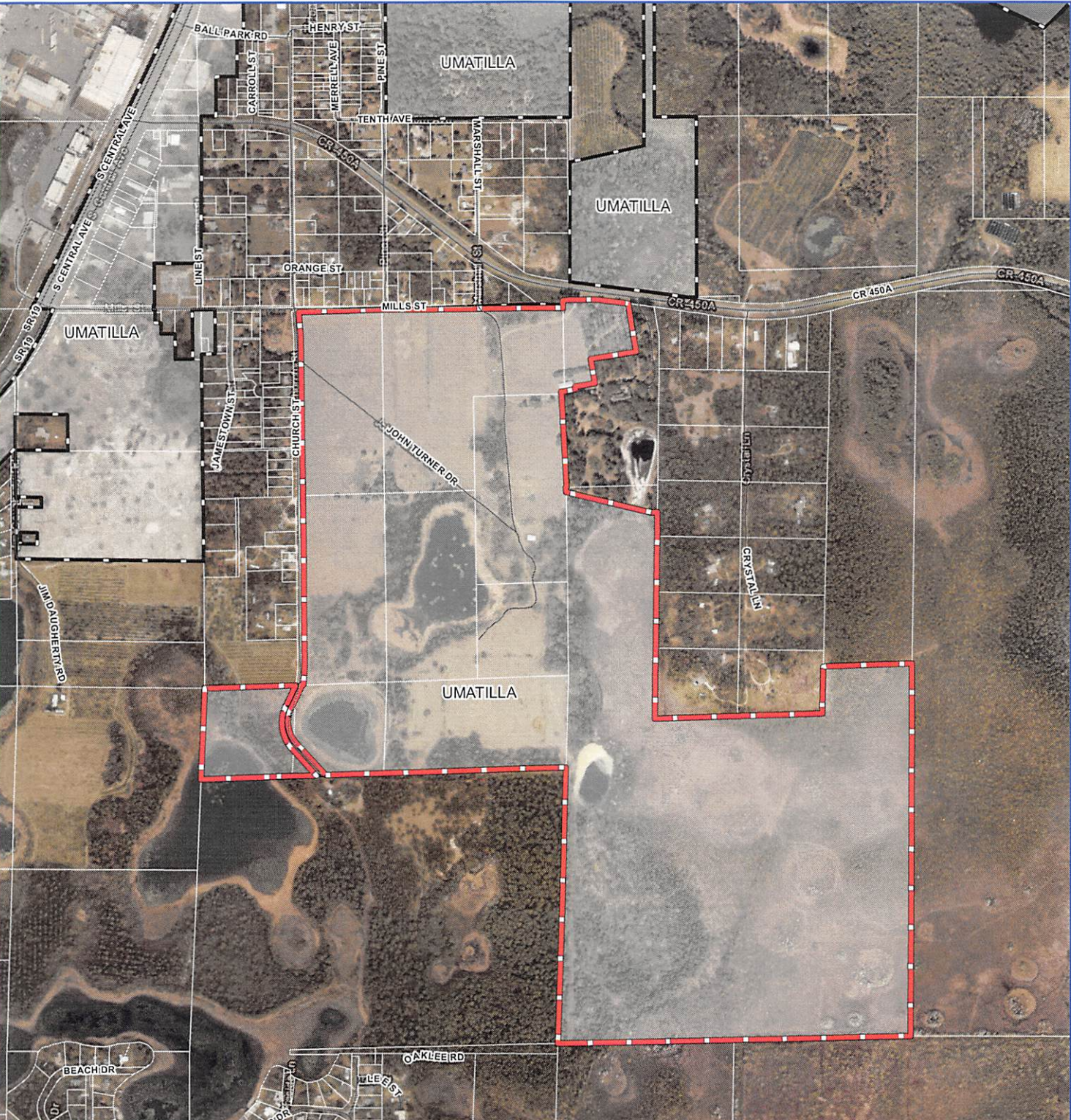
## Parcel 6:

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

## Parcel 7:

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





UMATILLA

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UMATILLA

BALL PARK RD

HENRY ST

CARROLL ST

MERRELL AVE

PINE ST

TENTH AVE

MARSHALL ST

ORANGE ST

MILLS ST

CR 450A

CR 450A

CR 450A

UNE ST

JAMESTOWN ST

CHURCH ST

JOHN TURNER DR

CRYSTAL LN

CRYSTAL LN

JIM DAUGHERTY RD

BEACH DR

OAKLEERD

LE EST



**AMENDED AND RESTATED MASTER DEVELOPER'S AGREEMENT**

This Amended and Restated Master Developer's Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF UMATILLA, a Florida municipal corporation ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, and Colin Johnson, ("Owner"), whose address 36161 Clear Lake Drive, Eustis, Florida, 32736, hereinafter referred to collectively as the "Parties."

**RECITALS**

1. The Owner desires to rezone approximately ~~317~~ 314.67+ acres of property within the City of Umatilla, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

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2. The Property is currently located within the City of Umatilla and is currently zoned "Planned Unit Development (PUD)" with a future land use designation on the City of Umatilla Future Land Use Map of "Single Family Low Density."

3. Owner has filed applications for rezoning for the Property as a residential planned unit development.

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 rezoning 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.

6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.

7. 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 for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City 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 application for rezoning.

**Section 3. Land Use/Development.** Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by Dewberry Engineers, Inc., dated MARCH \_\_\_\_\_, 2021 and attached as Exhibit "B" (the "Plan"). All development shall be consistent with the City's "PUD" (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. Detached Single family residential not to exceed four hundred eighty (480) units.
  - b. Passive and Active Recreation Facilities.
  - c. Temporary modular office uses shall be allowed during construction.
  - d. Agricultural uses currently conducted onsite as an interim land use on the undeveloped portions of the Property until seventy-five (75%) of the land area has been developed.
  - e. Up to six (6) model homes prior to platting, after approval of the preliminary plan, provided that the model homes shall not be eligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City's Land Development Code.

- Section 5. Residential Development Standards.** Development Standards shall be as follows:
- a. All lots must be at least 110' in depth. The plan shall include a minimum of two (2) of the following lot width categories (actual lot widths shall be rounded down to the nearest foot):
    - 40'-49' - a maximum of 30% of lots shall meet this standard
    - 50' - 59'
    - 60'-69'
  - b. The minimum living area shall be 1,200 square feet for the detached single family homes.
  - c. Maximum Impervious Surface Ratio (ISR) - Seventy-Five Percent (75%). The ISR is in lieu of a maximum building coverage and must be met on each individual residential lot.
  - d. Minimum Setback requirements for residential units shall be as follows. Setbacks for garages facing road right of way shall be measured from (a) the road right of way or (b) existing or future sidewalk pavement; all other setbacks are measured from the lot boundary. In no case shall the setback be less than ten (10) feet between structures.

**LOT WIDTH CATEGORIES**

	<u>40'-49'</u>	<u>50'-59'</u>	<u>60'-69'</u>
Front (general)	20'	20'	20'
Front (garage)	25'	25'	25'
Side (general)	5'	5'	5'
Side (corner lot facing ROW)	15'	15'	15'
Side Entry Garage (facing ROW)	25'	25'	25'
Rear (general)	10'	15'	15'
Rear (facing Road ROW)	15'	20'	20'
Accessory	5'	5'	5'

- e. Maximum building height shall be limited to thirty five feet (35').
- f. Parking: The Applicant will be required to meet the parking requirements of the Umatilla Land Development Regulations for the proposed uses. Notwithstanding anything to the contrary in the Umatilla Land Development Regulations, exterior driveways may count towards parking counts for each associated residence. Parking requirements will be determined at preliminary plat review for each phase.
- g. An equipped playground and swimming pool with cabana shall be provided within the active recreation park designated on the Plan. A minimum 8' wide trail system providing connections to the project's open spaces shall be installed with the infrastructure of each phase as generally

depicted on the Plan. Final location of the trail will be determined with construction plans. Construction and installation of all proposed playground equipment for Phase 1 shall be installed prior to the City issuing the 51<sup>st</sup> building permit. The construction of the pool, cabana and required parking will be completed prior to the issuance of the 200<sup>th</sup> residential building permit. A site plan will be required for the proposed pool, cabana and onsite parking.

- h. For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
- i. Any zoning standard not specifically listed in this Agreement shall be in compliance with the R-5 zoning district standards and other applicable sections of the Land Development Code.

**Section 6. Residential Design Standards.** Residential Design Standards shall meet the requirements of the Umatilla Lane Development Code with the following exceptions from Chapter 6, Section 4, Paragraph 6) Design Standards:

- a. In lieu of a.2, lot sizes and patterns ~~shall be consistent with the Plan in the neighborhood shall be varied in accordance with the PD plan and housing styles shall be in accordance with the various housing models and associated numerous elevations provided in the PD plan.~~
- b. In lieu of a.4, front elevations are encouraged but not required to emphasize entries and porches.
- ~~b-c.~~ In addition to the items listed under c.2., foam shutter accents and foam corbels are acceptable architectural components;
- d. In lieu of f.1, 50' wide lots and 60' wide lots with a 1-story product shall have doors and windows covering at least fifteen (15%) of the primary front facade (exclusive of the garage facade); 40' wide lots shall have no minimum requirement for window and door coverage on the front the front of a residence.
- ~~e-e.~~ In lieu of i.2; no maximum garage coverage for the front of the residence.
- ~~d-f.~~ In lieu of i.3, no minimum separation between the garage and the primary front façade of the home.
- ~~e-g.~~ In lieu of i.6, no maximum allowed number of lots with front-loaded garages.
- ~~f-h.~~ Notwithstanding anything to the contrary in this Agreement, the Parties agree that the elevations submitted with the Plan meet the Residential Design Standards with the exception of the items set forth in this Section 6.

**Section 7. Site Access and Transportation Improvements.** Vehicular access to the Property shall be provided by one (1) primary access point on CR 450A and one (1) emergency-only access on Church Street. There shall be no access to Mills Street. The primary access on CR450A shall be constructed in Phase 1. The primary access shall be through a divided landscaped boulevard type road. Actual location and design of the boulevard shall be determined during Preliminary Plat review process and shall include sidewalks on both sides of the boulevard. 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. All roads within the development shall be designed and constructed by the developer to meet the applicable City of Umatilla minimum requirements.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. 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 roads or transportation improvements prior to acceptance thereof, which will be in accordance with the terms of the approved final construction plans and Land Development Code. The project entrance may be gated, in which event the Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.

- e. The City of Umatilla may accept ownership of the roads and transportation improvements dedicated for public use on the final plat only on the condition they meet City of Umatilla Land Development Code and are constructed to City of Umatilla specifications. The approval of a Preliminary Plat in connection with the project or any phase thereof may be conditioned upon an acceptable plan for mitigating damage to roads during construction and repair and restoration of roads to acceptable condition prior to the City's acceptance thereof. Prior to the City's acceptance, upon completion of infrastructure of each phase, the Owner shall post a maintenance bond with a duration of two (2) years from the date the City issues written certificate of occupancy acceptance of the roads and transportation improvements. The maintenance bond must be twenty percent (20%) of the construction costs for the improvements as certified by the project engineer and reasonably approved by the city. There shall be no construction vehicles driving over or parking on the roads, transportation improvements, sidewalks, curbs or drainage improvements once a certificate of occupancy is issued, unless otherwise required for access during home construction. Contractors will be responsible for damage and repairs. Prior to commencing construction Owner shall submit to the City, for City's approval, the proposed construction entrance. Multiple construction entrances may be required and will require Lake County Public Works driveway permits.
- f. A traffic/transportation study in accordance with the traffic analysis requirements of the City Land Development Code shall be submitted prior to construction plan approval 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.
- g. The Property shall be fully vested from Transportation Concurrency pursuant to compliance with this Section 9.

**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, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. 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's active and passive parks, entry feature areas and common areas, 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 (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Owner shall prepare and submit a Master Utility Plan ("MUP") to the City prior to or in conjunction with the first phase of construction plans. The MUP shall identify any needed offsite utility improvements. Owner and City may enter into a pioneering agreement regarding a proportionate share contribution for properties desiring to connect to the utility improvements. In the event the City requests that Owner construct utility lines in excess of the size needed to serve the Property, City and Owner shall negotiate in good faith to enter into a utility upsizing agreement.

**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. 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. A twenty-five (25) foot wide buffer shall be provided along the entire PUD perimeter, with the exception of where wetlands abut the perimeter in which case no buffer is required. A decorative wall shall be provided within the buffer for the full property frontage abutting Church Street and Mills Street and shall be installed for each phase prior to the City's acceptance thereof. Said improvements shall be placed within an easement or tract dedicated to the Homeowner's Association for ownership and maintenance.

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. For clarity and avoidance of doubt, plantings consistent with the City's Type B buffer plant requirements shall be required within the twenty-five (25) foot wide buffer. Tree inventory transects shall be allowed to calculate tree replacement inches. Owner shall be allowed to perform mass grading activities within the PUD Boundary in accordance with all applicable City of Umatilla Land Development Code and consistent with the Water Management District Permit for the Property.

**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. 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 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 Phase I preliminary plat 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:

<b>As to City:</b>	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286  352-669-3125 Telephone
<b>Copy to:</b>	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

<b>As to Owner:</b>	Colin Johnson 36161 Clear Lake Drive Eustis, FL 32736 407-938-9600 Telephone
<b>Copy to:</b>	Thomas Sullivan Gray/Robinson 301 E. Pine Street, Suite 1400 Orlando, FL 32801 407-843-8880 Telephone

**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 \_\_\_\_\_, 2021.

WITNESSES:

CITY OF UMATILLA, FLORIDA

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

By: Eric Olson Kent Adcock, Mayor

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

ATTEST:

\_\_\_\_\_  
Gwen Johns, MMC  
City Clerk

COLIN JOHNSON



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

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

By: \_\_\_\_\_

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

As its: \_\_\_\_\_

[NOTARY BLOCK FOR OWNER EXECUTION]

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# NOTICE OF PUBLIC HEARINGS FOR AMENDMENT OF THE PLANNED UNIT DEVELOPMENT (PUD) ZONING

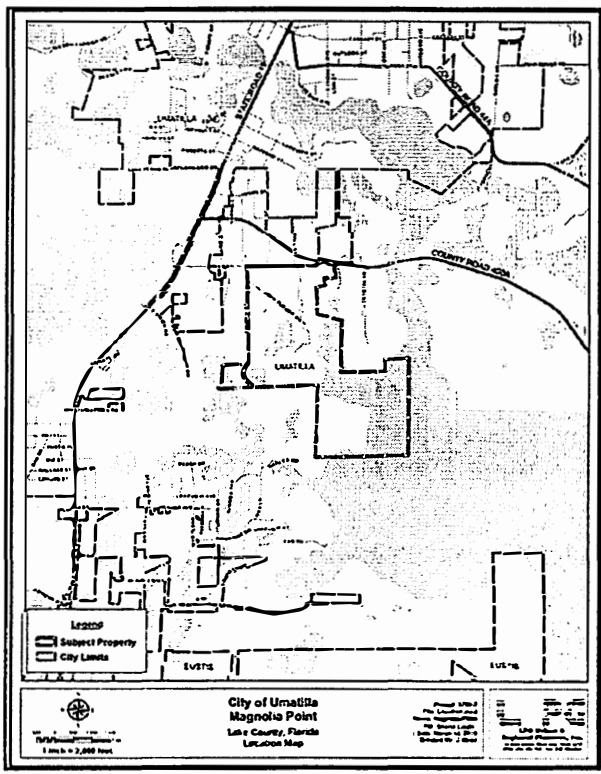
The proposed Ordinance will be considered at public meetings scheduled to be held on August 3, 2021 and August 17, 2021, at 6:00 p.m. in the Umatilla Council Chambers at 1 S. Central Avenue, Umatilla, Florida.

## ORDINANCE 2021-F

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, MODIFYING THE PLANNED UNIT DEVELOPMENT (PUD) ZONING OF 317± ACRES OF LAND CURRENTLY ZONED PLANNED UNIT DEVELOPMENT (PUD) IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY COLIN B. JOHNSON LOCATED EAST OF CHURCH STREET AND SOUTH OF MILLS STREET; APPROVING A MASTER DEVELOPER'S AGREEMENT FOR THE PROPERTY; 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.

The proposed Ordinance and metes and bounds legal description of the property may be inspected by the public between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. Persons with disabilities needing assistance to participate in any of these proceedings should contact Gwen Johns, City Clerk, at (352) 669-3125 at least 48 hours before the date for the scheduled hearing.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinance. A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence which the appeal is based (Florida Statutes 286.0105).



THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
RESEARCH REPORT NO. 100  
BY  
J. H. GOLDSTEIN AND  
R. F. W. WILSON

Submitted to the Journal of Chemical Physics  
February 1, 1953

Revised version received  
March 10, 1953

The vibrational frequencies of the diatomic molecule  $^{12}\text{C}^{16}\text{O}$  have been calculated using the Morse potential function. The results are compared with the experimental values of Herzberg and Wilson. The agreement is within 1% for the fundamental and overtone frequencies. The anharmonicity constant  $x_e$  is determined to be  $2.1 \times 10^{-4}$  cm<sup>-1</sup>. The equilibrium internuclear distance  $r_e$  is found to be 1.128 Å.

The vibrational energy levels are also calculated and compared with the experimental values. The zero-point energy is found to be 132.5 cm<sup>-1</sup>. The dissociation energy  $D_0$  is determined to be 109,733 cm<sup>-1</sup>.

The vibrational wavefunctions are calculated and the probability of spontaneous emission is determined. The results are compared with the experimental values of Herzberg and Wilson. The agreement is within 1% for the fundamental and overtone frequencies.

The authors are indebted to the National Science Foundation for the support of this work.







**LEGAL DESCRIPTION:**

PARCEL 1:  
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25,  
TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT  
OF WAY PER OFFICIAL RECORDS BOOK 1701, PAGE 810, OF THE PUBLIC RECORDS OF LAKE  
COUNTY, FLORIDA.

PARCEL 2:  
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION  
25,  
TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT  
OF WAY PER OFFICIAL RECORDS BOOK 1701, PAGE 810, OF THE PUBLIC RECORDS OF LAKE  
COUNTY, FLORIDA.

PARCEL 3:  
THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25,  
TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL 4:  
LOTS 89, 90, 91, 92, 101, 102, 103, 104, AND 112, OF EUSTIS MEADOWS SUBDIVISION,  
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 2, OF THE PUBLIC RECORDS  
OF LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF LOTS 102, 103 AND 112,  
INCLUDED WITHIN THE PLAT OF CROOKED OAK ESTATES, AS RECORDED IN PLAT BOOK 21, PAGES  
19 AND 20, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND LESS AND EXCEPT THAT  
PORTION OF LOT 112 INCLUDED WITHIN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS  
BOOK 2330, PAGE 1303, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,  
TOGETHER WITH:  
THAT PART OF LOT 111 OF EUSTIS MEADOWS SUBDIVISION, ACCORDING TO THE PLAT THEREOF  
RECORDED IN PLAT BOOK 1, PAGE 2, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,  
DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 111, OF SAID  
EUSTIS MEADOWS SUBDIVISION AND RUN SOUTH 00 DEGREES 50 MINUTES 17 SECONDS EAST ALONG  
THE WEST LINE OF SAID LOT 111 A DISTANCE OF 202.10 FEET TO THE POINT OF BEGINNING;  
THENCE RUN NORTH 87 DEGREES 15 MINUTES 53 SECONDS EAST TO A POINT ON THE EAST LINE  
OF SAID LOT 111; THENCE RUN SOUTH 00 DEGREES 27 MINUTES 30 SECONDS EAST ALONG THE  
EAST LINE OF SAID LOT 111 TO THE SOUTHEAST CORNER OF SAID LOT 111; THENCE RUN  
WESTERLY ALONG THE SOUTH LINE OF SAID LOT 111 TO THE SOUTHWEST CORNER OF SAID LOT  
111; THENCE RUN NORTH 00 DEGREES 50 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF  
SAID LOT 111 TO THE POINT OF BEGINNING.

PARCEL 5:  
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION  
24,  
TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL 6:  
THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24,  
TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL 7:  
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24,  
TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT  
OF WAY PER OFFICIAL RECORDS BOOK 1701, PAGE 806, OF THE PUBLIC RECORDS OF LAKE  
COUNTY, FLORIDA.

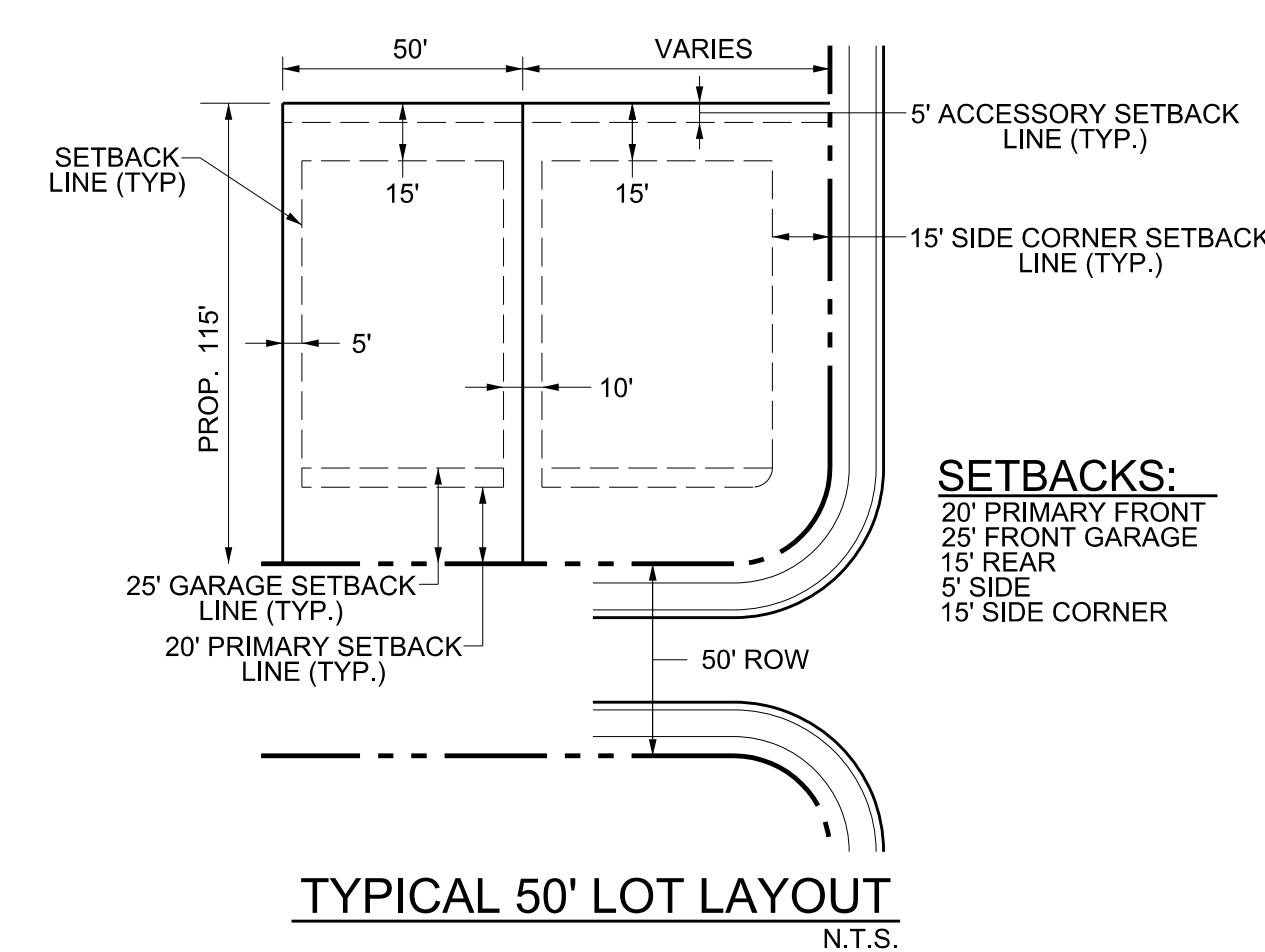
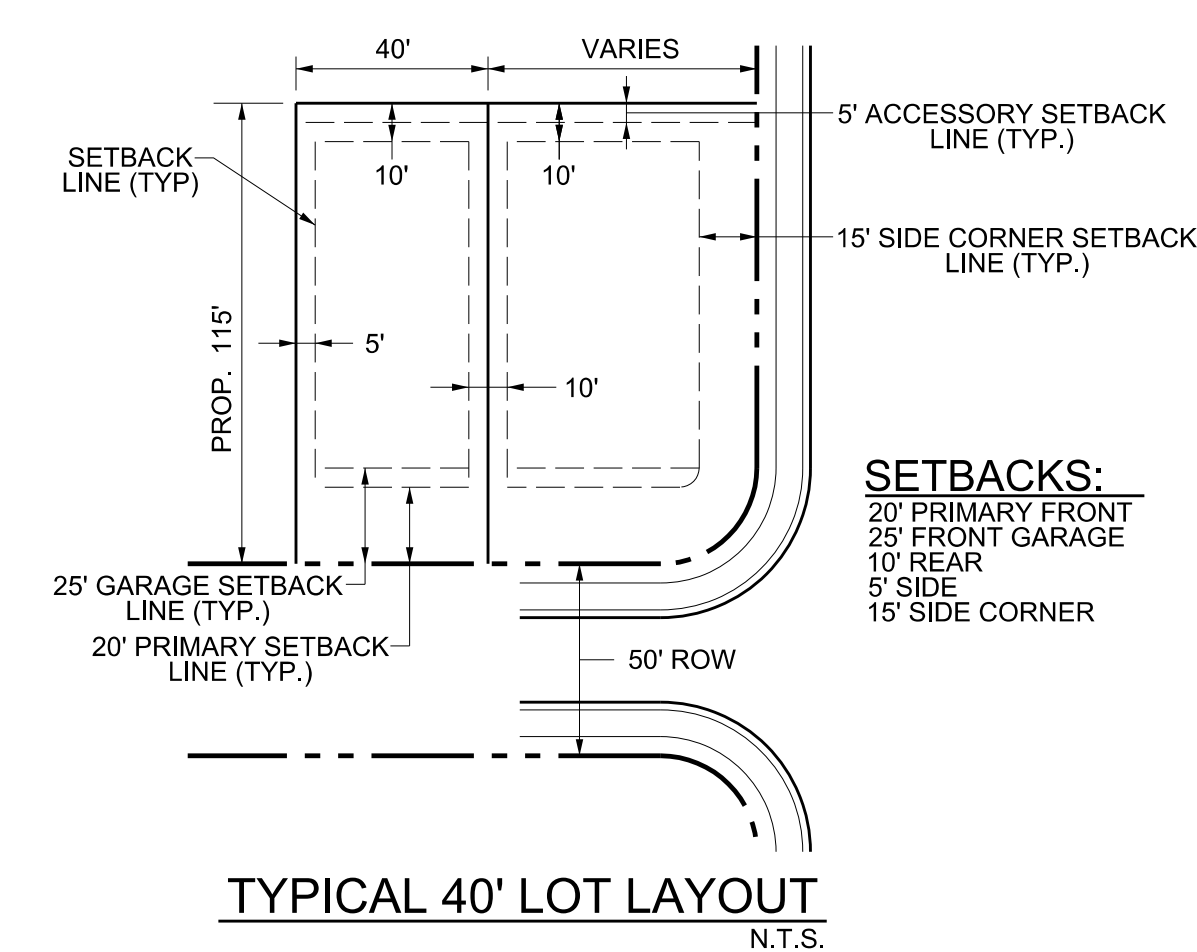
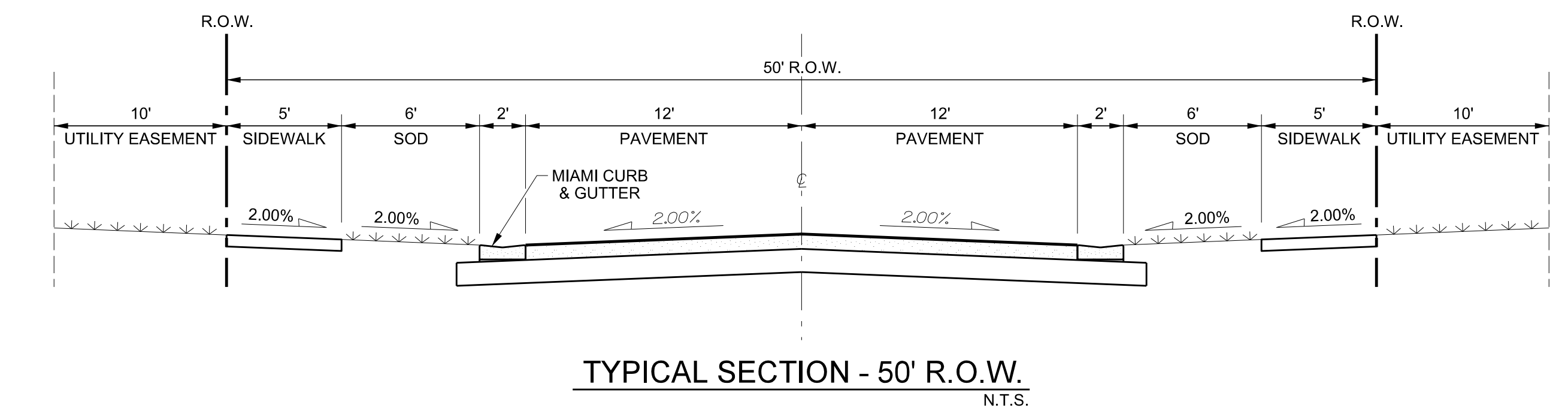
PARCEL 8:  
THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24,  
TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT  
OF WAY PER OFFICIAL RECORDS BOOK 1701, PAGE 804, OF THE PUBLIC RECORDS OF LAKE  
COUNTY, FLORIDA.

PARCEL 9:  
THE NORTH 648 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE  
SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST  
QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS  
AND EXCEPT ROAD RIGHT OF WAY PER OFFICIAL RECORDS BOOK 1701, PAGE 808, AND OFFICIAL  
RECORDS BOOK 1701, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,  
TOGETHER WITH:  
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST  
QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING  
SOUTH OF THE SOUTH LINE OF THE NORTH 648 FEET THEREOF.

PARCEL 10:  
THAT PORTION OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE  
COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:  
BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 18  
SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND RUN THENCE NORTH 88 DEGREES 34  
MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF  
182.66 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 450A, SAID  
RIGHT OF WAY BEING A 100.00 FEET IN WIDTH; THENCE RUN SOUTH 82 DEGREES 33 MINUTES 10  
SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 450A A  
DISTANCE OF 229.10 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH  
10 DEGREES 25 MINUTES 52 SECONDS EAST 360.14 FEET; THENCE SOUTH 79 DEGREES 08  
MINUTES 39 SECONDS WEST 328.58 FEET; THENCE SOUTH 11 DEGREES 34 MINUTES 02 SECONDS  
EAST 174.00 FEET; THENCE SOUTH 78 DEGREES 27 MINUTES 55 SECONDS WEST 144.00 FEET;  
THENCE SOUTH 11 DEGREES 33 MINUTES 21 SECONDS EAST 17.00 FEET; THENCE SOUTH 78  
DEGREES 28 MINUTES 02 SECONDS WEST 40.56 FEET TO A POINT ON THE WEST LINE OF THE  
SOUTHEAST QUARTER OF THE FOREMENTIONED SECTION 24; THENCE NORTH 00 DEGREES 50  
MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER A DISTANCE OF  
665.30 FEET TO THE POINT OF BEGINNING.

PARCEL 11:  
THAT PORTION OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA,  
DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 18  
SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND RUN SOUTH 00 DEGREES 50 MINUTES 17  
SECONDS EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER A DISTANCE OF 665.30 FEET;  
THENCE SOUTH 78 DEGREES 28 MINUTES 02 SECONDS WEST 45.58 FEET TO THE POINT OF  
BEGINNING; THENCE CONTINUE SOUTH 78 DEGREES 28 MINUTES 02 SECONDS WEST 19.36 FEET;  
THENCE SOUTH 04 DEGREES 24 MINUTES 09 SECONDS EAST 713.84 FEET; THENCE SOUTH 77  
DEGREES 51 MINUTES 48 SECONDS EAST 621.55 FEET; THENCE SOUTH 87 DEGREES 15 MINUTES  
33 SECONDS WEST 586.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF  
FOREMENTIONED SECTION 24; THENCE SOUTH 00 DEGREES 50 MINUTES 17 SECONDS EAST ALONG  
THE WEST LINE OF THE SOUTHEAST QUARTER A DISTANCE OF 471.24 FEET TO A POINT ON THE  
SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST  
QUARTER OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 43 MINUTES 44 SECONDS WEST ALONG  
THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST  
QUARTER A DISTANCE OF 661.56 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST  
QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE  
NORTH 00 DEGREES 47 MINUTES 47 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST  
QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 672.74 FEET  
TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF  
THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 47 MINUTES 49  
SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER  
OF THE SOUTHWEST QUARTER A DISTANCE OF 672.73 FEET TO A POINT ON THE NORTH LINE OF  
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID  
SECTION 24; THENCE NORTH 88 DEGREES 37 MINUTES 25 SECONDS EAST 615.83 FEET TO THE  
POINT OF BEGINNING.

ALL THE ABOVE PARCEL 1 THROUGH PARCEL 11 BEING MORE PARTICULARLY DESCRIBED WITHOUT  
GORES OR OVERLAPS AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP  
18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE NORTH 88 DEGREES 34  
MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER A DISTANCE OF  
182.67 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 450A; THENCE  
RUN SOUTH 82 DEGREES 35 MINUTES 20 SECONDS EAST 229.305 FEET TO THE EAST LINE OF  
THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS  
BOOK 2330, PAGE 1303, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN  
ALONG THE WESTERLY LINE OF SAID PARCEL THE FOLLOWING NINE COURSES AND DISTANCES:  
THENCE RUN SOUTH 10 DEGREES 29 MINUTES 22  
SECONDS EAST 360.07 FEET; THENCE SOUTH 79 DEGREES 04 MINUTES 59 SECONDS WEST 328.62  
FEET; THENCE SOUTH 11 DEGREES 38 MINUTES 10 SECONDS EAST 173.90 FEET; THENCE SOUTH  
78 DEGREES 23 MINUTES 20 SECONDS WEST 144.015 FEET; THENCE SOUTH 11 DEGREES 27  
MINUTES 16 SECONDS EAST 16.91 FEET; THENCE SOUTH 78 DEGREES 27 MINUTES 50 SECONDS  
WEST 110.54 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 59 SECONDS EAST 713.90 FEET;  
THENCE SOUTH 77 DEGREES 53 MINUTES 54 SECONDS EAST 620.85 FEET; THENCE NORTH 87  
DEGREES 02 MINUTES 23 SECONDS EAST 40.20 FEET TO THE EAST LINE OF THE WEST 15 FEET  
OF LOT 112, EUSTIS MEADOWS SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 2, OF THE  
PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND TO THE WEST LINE OF CROOKED OAK ESTATES,  
AS RECORDED IN PLAT BOOK 21, PAGES 19 AND 20, OF THE PUBLIC RECORDS OF LAKE COUNTY,  
FLORIDA; THENCE RUN SOUTH 00 DEGREES 35 MINUTES 51 SECONDS EAST ALONG SAID LINE  
1460.15 FEET TO THE SOUTHWEST CORNER OF SAID CROOKED OAK ESTATES; THENCE RUN NORTH  
87 DEGREES 02 MINUTES 55 SECONDS EAST ALONG THE SOUTH LINE OF SAID CROOKED OAK  
ESTATES 1196.54 FEET TO THE EAST LINE OF SAID CROOKED OAK ESTATES; THENCE RUN NORTH  
00 DEGREES 04 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE 314.62 FEET TO THE NORTH  
LINE OF LOT 104, OF FOREMENTIONED EUSTIS MEADOWS SUBDIVISION; THENCE RUN NORTH 87  
DEGREES 08 MINUTES 40 SECONDS EAST ALONG SAID NORTH LINE 805.12 FEET TO THE  
NORTHEAST CORNER OF SAID LOT 104; THENCE RUN SOUTH 00 DEGREES 21 MINUTES 47 SECONDS  
WEST ALONG THE EAST LINE OF SAID LOT 104 AND THE EAST LINE OF LOT 92 OF SAID EUSTIS  
MEADOWS SUBDIVISION A DISTANCE OF 2635.48 FEET TO THE SOUTHEAST CORNER OF SAID LOT  
92; THENCE RUN SOUTH 88 DEGREES 46 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF  
SAID LOT 92 AND THE SOUTH LINE OF LOTS 89, 90 AND 91 OF SAID EUSTIS MEADOWS  
SUBDIVISION A DISTANCE OF 2461.72 FEET TO THE SOUTHWEST CORNER OF SAID LOT 89;  
THENCE RUN NORTH 01 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID  
LOT 89 AND LOT 101 OF SAID EUSTIS MEADOWS SUBDIVISION A DISTANCE OF 1990.08 FEET TO  
THE SOUTH LINE OF THE NORTH QUARTER OF THE SOUTHWEST QUARTER OF FOREMENTIONED  
SECTION 24; THENCE RUN SOUTH 88 DEGREES 47 MINUTES 32 SECONDS WEST ALONG SAID SOUTH  
LINE A DISTANCE OF 1752.76 FEET TO A POINT "A" ON THE EASTERLY RIGHT OF WAY LINE OF  
CHURCH STREET AS DESCRIBED IN THAT CERTAIN STATUTORY WARRANTY DEED RECORDED IN  
OFFICIAL RECORDS BOOK 1701, PAGE 810, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;  
THENCE RUN NORTH 41 DEGREES 59 MINUTES 53 SECONDS WEST ALONG SAID EASTERLY RIGHT OF  
WAY LINE A DISTANCE OF 318.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE  
EASTERLY HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE 68 DEGREES 33 MINUTES 28  
SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF  
WAY LINE A DISTANCE OF 269.23 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 26  
DEGREES 33 MINUTES 35 SECONDS EAST ALONG SAID RIGHT 135.70 FEET TO THE POINT OF  
CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 275.00 FEET; THENCE  
RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE A  
DISTANCE OF 51.34 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 41 MINUTES 51 SECONDS  
TO A CUSP OF SAID CURVE AT THE SOUTHEAST CORNER OF THE WEST 50.00 FEET OF THE EAST  
HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 24; THENCE RUN  
NORTH 00 DEGREES 45 MINUTES 57 SECONDS WEST ALONG AFORESAID EASTERLY RIGHT OF WAY OF  
LINE A DISTANCE OF 2644.05 FEET TO THE SOUTH RIGHT OF LINE OF MILLS STREET BASED ON  
THE HISTORICALLY PLATTED SUBDIVISION LYING NORTH OF SAID STREET AND RECOVERED  
MONUMENTATION IN THE CENTERLINE OF SAID STREET; THENCE RUN NORTH 89 DEGREES 16  
MINUTES 47 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1930.20 FEET TO  
THE WEST LINE OF THE EAST HALF OF SAID SECTION 24; THENCE RUN NORTH 00 DEGREES 52  
MINUTES 26 SECONDS WEST ALONG SAID LINE 67.60 FEET TO THE POINT OF BEGINNING;  
TOGETHER 11TH:  
COMMENCING AT THE ABOVE MENTIONED POINT "A" AND RUN THENCE SOUTH 88 DEGREES 47  
MINUTES 32 SECONDS WEST ALONG AFORESAID SOUTH LINE OF THE NORTH QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 24 A DISTANCE OF 66.04 FEET TO THE POINT OF BEGINNING  
"A" ON THE WESTERLY RIGHT OF WAY LINE OF CHURCH STREET AS DESCRIBED IN THAT CERTAIN  
STATUTORY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1701, PAGE 810, OF THE  
PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 88 DEGREES 47 MINUTES  
32 SECONDS WEST ALONG AFORESAID SOUTH LINE A DISTANCE OF 805.35 FEET TO THE  
WEST LINE OF SECTION 25, TOWNSHIP 18 SOUTH, RANGE 26 EAST; THENCE RUN NORTH 00  
DEGREES 43 MINUTES 47 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 660.00 FEET TO  
A RECOVERED 6 INCH BY 6 INCH CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID  
SECTION 25; THENCE RUN NORTH 88 DEGREES 44 MINUTES 50 SECONDS EAST ALONG THE NORTH  
LINE OF SAID SECTION 25 A DISTANCE OF 658.86 FEET TO A CUSP OF A CURVE SITUATED ON  
THE AFORESAID WESTERLY RIGHT OF WAY LINE OF CHURCH STREET; THENCE RUN SOUTHERLY  
ALONG SAID RIGHT OF WAY LINE THROUGH THE FOLLOWING FOUR COURSES AND DISTANCES:  
THENCE FROM SAID CUSP OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF  
225.00 FEET AND FROM A TANGENT BEARING OF SOUTH 19 DEGREES 49 MINUTES 47 SECONDS  
WEST, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 26.44 FEET THROUGH A  
CENTRAL ANGLE OF 06 DEGREES 43 MINUTES 54 SECONDS TO THE POINT OF TANGENCY; THENCE  
RUN SOUTH 26 DEGREES 33 MINUTES 35 SECONDS WEST 135.70 FEET TO THE POINT OF  
CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 275 FEET AND A CENTRAL  
ANGLE OF 68 DEGREES 33 MINUTES 28 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF  
SAID CURVE A DISTANCE OF 329.05 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 41  
DEGREES 59 MINUTES 53 SECONDS EAST 275.51 FEET TO THE POINT OF BEGINNING "A".



**NOTES:**

TOTAL ACREAGE: 314.67+/-  
TOTAL DEVELOPABLE ACREAGE: 177.91+/-  
TOTAL OPEN SPACE REQUIRED: 44.48+/- ACRES(25.0%)  
TOTAL PARK / RECREATION SPACE PROVIDED: 52.57+/- ACRES UPLAND OPEN SPACE (29.5%)  
MAIN AMENITY SPACE PROVIDED: 3.24+/- ACRES  
ZONING OF PARCEL: UMATILLA PUD

ADJACENT ZONING:  
NORTH - COUNTY R-7/CITY PUD  
SOUTH - R-6/A  
EAST - AR/A  
WEST - R-6/R-1

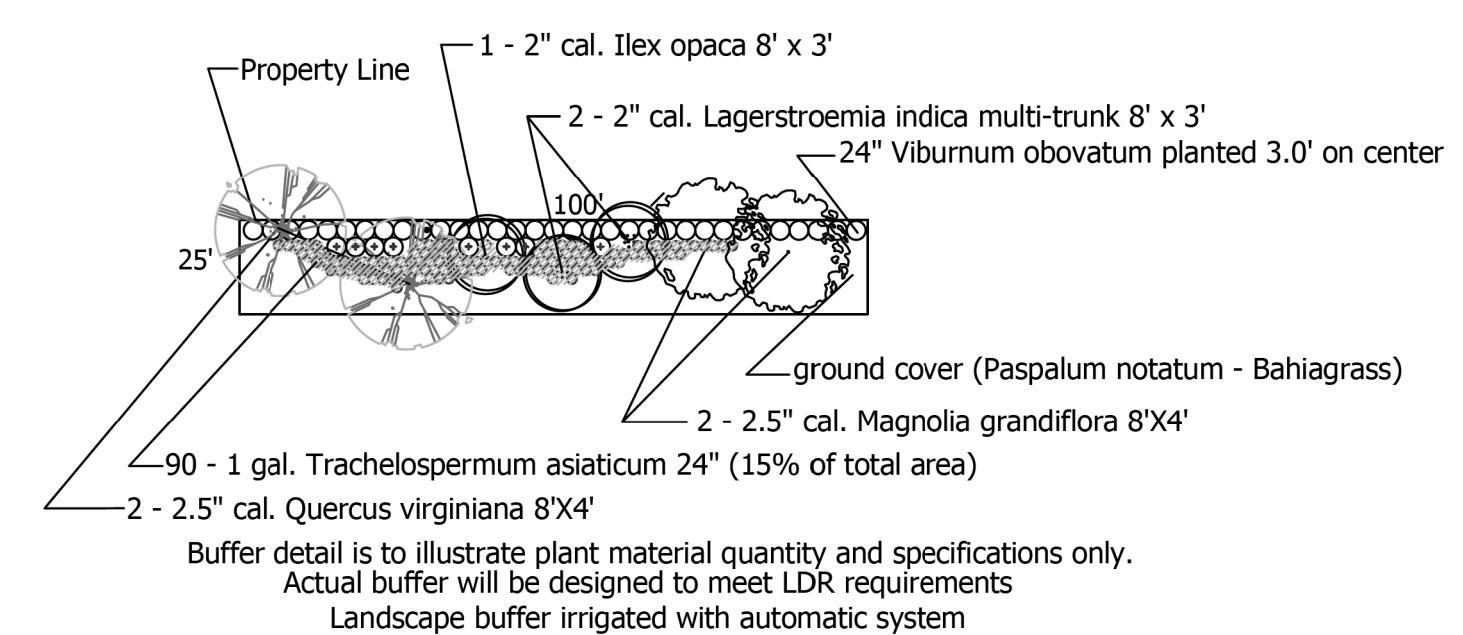
FUTURE LAND USE:  
PROPOSED LAND USE:  
PROPOSED GROSS DENSITY:  
100 YEAR FLOODZONE:  
WETLAND/OPEN WATER:

SF LOW DENSITY (3DU/AC)  
477 LOT SF RESIDENTIAL SUBDIVISION WITH AMENITY  
2.68 DU/AC  
AS SHOWN ON PLAN  
138.77 ACRES

**NOTES:**

- MAXIMUM ALLOWABLE BUILDING HEIGHT 35'
- 40' LOTS - 143 (30.0%) MIN NET LIVING AREA OF BUILDING = 1,230 SQFT
- 50' LOTS - 334 (70.0%) MIN NET LIVING AREA OF BUILDING = 1,400 SQFT
- BUILDING SET BACKS AS NOTED IN TYPICAL LOT DIAGRAMS
- SETBACKS BETWEEN STRUCTURES - MINIMUM 10'
- BUFFERS
- NORTH - 25'
- SOUTH - 25'
- EAST - 25'
- WEST - 25'
- UPLAND BUFFER AROUND WETLANDS - 25'
- POLICE AND FIRE PROTECTION WILL BE PROVIDED BY CITY OF UMITILLA
- WATER AND SEWER PROVIDED BY CITY OF UMITILLA
- STORMWATER MANAGEMENT BY WET AND DRY PONDS
- PROJECT TO BE CONSTRUCTED IN 5 PHASES

	40'	50'	TOTAL
PHASE 1	87	136	223
PHASE 2	5	56	61
PHASE 3	14	67	81
PHASE 4	37	37	74
PHASE 5	0	38	38
TOTALS	143	334	477



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ORLANDO, FL 32803  
PHONE: 407.843.5120  
ENGINEERING BUSINESS - 8794

**MAGNOLIA POINTE  
PLANNED  
DEVELOPMENT**

CITY OF UMATILLA, LAKE COUNTY, FLORIDA

SCALE NORTH

REVISIONS

No.	DATE	BY	Description

PROJECT # 50134782  
DRAWN BY SKH/HR  
APPROVED BY CJA  
CHECKED BY NPS/STM  
DATE MARCH 2021

TITLE

**SITE DATA**

PROJECT: MAPO\_50134782\CAD\Civil\PD\Civil\MAPO1\_PD\_SiteData.dgn  
SHEET NO.



