

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

January 9, 2025

Revised 1/7/25 – Typo Corrections-4(b), 4(f), next commission meeting date

Revised 1/8/25 – added utility impact fee agreement to 4f

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, Florida 34731

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Pastor Charles “Chuck” Padgett, Trinity Assembly of God

Pledge of Allegiance – Interim Police Chief

2. ROLL CALL

3. CONSENT AGENDA

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s); and (3) Discuss each pulled item separately and vote.

Approval of Minutes (interim city manager/city clerk)

December 12, 2024 regular and December 3 workshop meetings.

4. REGULAR AGENDA

(a) Resolution 2025-005 City Manager’s Employment Agreement

(city attorney/interim city manager/human resources director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CITY OF FRUITLAND PARK CITY MANAGER’S EMPLOYMENT AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND KAREN MANILA.; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

(b) Resolution 2025-007 Water Wastewater Master Plans Updates - Utility Fund - FY 2024-25 Budget Amendment (city

attorney/interim city manager/city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PURSUANT TO SEC. 6.07 OF THE CITY CHARTER AMENDING THE 2024-2025 FISCAL YEAR BUDGET BY INCREASING

EXPENDITURES IN THE UTILITY FUND BUDGET IN THE AMOUNT OF \$161,305 FOR ENGINEERING FEES TO PREPARE A WASTEWATER MASTER PLAN AND DECREASING THE SEWER IMPACT FEE ACCOUNT IN THE UTILITY FUND BUDGET IN THE SAME AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

- (c) **Resolution 2025-009 Water and Wastewater Master Plans Update, Reclaimed Water Master Plan Development, Water and Wastewater System Rate, Impact Fee Study Update, and Effluent Disposal Areas Preliminary Geotechnical Investigation – Professional Services Proposal – Halff Inc.** (city attorney/interim city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CITY OF FRUITLAND PARK WATER, WASTEWATER AND RECLAIMED WATER MASTER PLAN, RATE AND IMPACT FEE STUDY UPDATE PROPOSAL DATED DECEMBER 13, 2024 BETWEEN THE CITY OF FRUITLAND PARK AND HALFF ASSOCIATES, INC. TO PREPARE AN UPDATE TO THE POTABLE WATER SYSTEM MASTER PLAN AND WATER SYSTEM HYDRAULIC MODEL, AN UPDATE TO THE WASTEWATER AND RECLAIMED WATER SYSTEM MASTER PLAN, AND AN UPDATE TO THE WATER AND WASTEWATER SYSTEM RATE AND IMPACT FEE STUDY IN AN AMOUNT NOT TO EXCEED \$161,305.00; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

- (d) **Resolution 2025-008 New Joint-Use Public Safety Building Lake County ILA - ARPA - FY 2024/25 Budget Amendment** (city attorney/interim city manager/city treasurer)

- (e) **Resolution 2025-001 Building Permit Fees Public Safety Building - FY 2024/25 Budget Amendment** (city attorney/interim city manager/city treasurer)

- (f) **Resolution 2025-004 – Utility Impact Fee Agreement – “Enclave at Lake Geneva”** (city attorney/interim city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE UTILITY IMPACT FEE AGREEMENT BETWEEN THE CITY AND FRUITLAND PARK DEVELOPMENT IV,

LLC RELATING TO A RESIDENTIAL PROJECT KNOWN AS THE ENCLAVE AT LAKE GENEVA GENERALLY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING

- (g) **Public Hearing - Resolution 2025-006 - Enclave at Lake Geneva Preliminary Plan – Lake Ella Road and South to Spring Lake Road – Petitioner: Fruitland Park Development IV, LLC** (city attorney/interim city manager/community development)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAN APPROVAL OF ENCLAVE AT LAKE GENEVA GENERALLY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

- (h) **Second Reading and Public Hearing – Ordinance 2024-015 “The Code of Ordinances of the City of Fruitland Park”** (city attorney/interim city manager/community development)

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF FRUITLAND PARK, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE. (The first reading was held on December 12, 2024.)

- (i) **Second Reading and Public Hearing – Ordinance 2024-012 Boundary Amendment (Annexation) – 9.67+ Acres South of Lake Ella Road, East of Taylor Mill Road and West of US Highway 27/441 -- Petitioners: Michael A. and Maria C. Windhorst** (city attorney/interim city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS

APPROXIMATELY 9.67± ACRES OF LAND GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD, EAST OF TAYLOR MILL ROAD, AND WEST OF U.S. HIGHWAY 27/441; 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 DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on December 12, 2024.)

- (j) **Second Reading and Public Hearing - Ordinance 2024-014 - Small-Scale Comprehensive Plan Amendment - 9.67± Acres South of Lake Ella Road, East of Taylor Mill Road and West of US Highway 27/441 -- Petitioners: Michael A. and Maria C. Windhorst** (city attorney/interim city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM TO CITY OF FRUITLAND PARK MULTI-FAMILY HIGH DENSITY OF 9.67 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD, EAST OF TAYLOR MILL ROAD, AND WEST OF U.S. HIGHWAY 27/441; DIRECTING THE CITY MANAGER OR DESIGNEE 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, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on December 12, 2024.)

QUASI-JUDICIAL PUBLIC HEARING

- (k) **First Reading and Quasi-Judicial Public Hearing - Ordinance 2025-001 3rd Amended and Restated MDA - Petitioner: Fruitland Park Development IV, LLC** (city attorney/interim city manager/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, AMENDING ORDINANCE 2023-012, 2006-13 and 2022-012 TO ADOPT A THIRD AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT CONSISTING OF APPROXIMATELY 145.7 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AMENDING THE CONCEPTUAL SITE PLAN; INCREASING THE ACREAGE, INCREASING THE DENSITY AND NUMBER OF RESIDENTIAL UNITS; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

- 5. (a) **City Manager**
 - i. **Economic Development Status Update Report**
 - ii. **Commercial Developments Permits Issued Status Update Report**
 - iii. **Public Safety Building Status (Design Elements) Update Report**
 - iv. **Lake County Water Authority 2023 Stormwater Grant Discussion**
- (b) **City Attorney**
Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628

6. UNFINISHED BUSINESS

7. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

8. COMMISSIONERS' COMMENTS

(a) Commissioner Cosenza III

(b) Commissioner Mobilian

(c) Commissioner Bell

(d) Vice Mayor DeGrave

9. MAYOR'S COMMENTS

10. ADJOURNMENT

DATES TO REMEMBER

- January 10, 2025, city commission regular,
- January 10, 2025, Lake County League of Cities, *Habitat* Update, City of Clermont City Center, 620 Montrose Street, Clermont, Florida 34711 at noon;
- January 20, 2025, city hall closed – Martin Luther King Jr. Day,
- January 23, 2025, city commission regular,

For additional events, please visit [Calendar | City of Fruitland Park Florida](#).

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

Any person requiring special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and 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. The city does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 3**

ITEM TITLE: Draft Meeting Minutes

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: Thursday, January 2, 2025

SUBMITTED BY: interim city manager/city clerk

BRIEF NARRATIVE: Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s), and (3) Discuss each pulled item separately and vote.

Draft Meeting Minutes

December 12, 2024 regular and December 3 workshop meetings.

FUNDS BUDGETED: none

ATTACHMENTS: draft minutes

RECOMMENDATION: Approve the draft minutes as submitted

ACTION Approval

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
December 12, 2024**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731 on Thursday, December 12, 2024, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, Commissioners John Mobilian, and Joey “Joseph” Cosenza III

Members Absent: Commissioner Chris Bell

Also Present: City Attorney Anita Geraci-Carver, Interim City Manager Karen Manila, City Treasurer Gary Bachman; Interim Police Chief Henry Rains, Lieutenants David Brown, David Cox, Detective/Sergeant Courtney Corman, Detective James “Jimmy” Fester, Sergeants Anthony Buehler and Brad Heidt, Officers Paul Sandbakken; Eddie Webb; Austin T. Williams, Breanna Allen, and Administrative Assistant Laine Flourney, Police Department; Human Resources Director John Klein; Administrative Manager Sharon Williams, Community Development Department; Parks and Recreation Assistant Director Cindy Copen; Christine Wilson, Parks and Recreation Department; and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, Pastor Jerry Roames, Connection Point Church, gave the invocation and Interim Chief Rains led in the Pledge of Allegiance to the flag.

ACTION: 6:01.16 p.m. No action was taken.

2. ROLL CALL

After Mayor Cheshire called the meeting to order and announced the decorum for this evening’s meeting, he requested that Ms. Coulson call the roll where a quorum was declared present.

ACTION: 6:03.09 p.m. No action was taken.

By unanimous consent, Mayor Cheshire took the following item out of order on this evening’s agenda.

5. SPECIAL PRESENTATION

Interim Police Chief Rains highlighted the police department law enforcement officers’ achievements, commitments and service where he announced the following current officers’ promotions:

- Lieutenant David Brown who was promoted from sergeant,
- Lieutenant David Cox who was promoted from sergeant;
- Detective Sergeant Courtney Corman who was promoted from officer;

- Sergeant Anthony Buehler who was promoted from officer;
- Detective James “Jimmy” Fester who was promoted from a road patrol officer

Interim Police Chief Rains introduced the newest members (who served in the military) Officers Paul Sandbakken who returned to the city and Eddie Webb.

ACTION: 6:04:13 p.m. No action was taken.

3. RECESS TO THE LOCAL PLANNING AGENCY

On or about 6:15 p.m., recess to the LPA meeting.

ACTION: 6:14:00 p.m. **By unanimous consent, the city commission recessed its meeting at 6:14 p.m. to the Local Planning Agency.**

4. RECESS TO THE COMMUNITY REDEVELOPMENT AGENCY

On or about 6:30 p.m., recess to the CRA meeting.

ACTION: 6:21:25 p.m. **By unanimous consent, the city commission recessed its meeting at 6:21 to the Community Redevelopment Agency and reconvened at 6:24 p.m.**

6. CONSENT AGENDA

The city commission considered its action on the following consent agenda items:

(a) Approval of Minutes

November 14, 2024 regular meeting minutes.

(b) Elections – November 5, 2024

Motion to accept the November 5, 2024, general election referendum official certified results. (Postponed from November 14, 2024.)

ACTION: 6:23:43 p.m. **On motion of Commissioner Cosenza, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the aforementioned consent agenda.**

7. REGULAR AGENDA –

(a) Resolution 2024-065 Independent Auditor’s Report FY Ending September 30, 2023

Ms. Geraci-Carver read into the record proposed Resolution 2024-065, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF FRUITLAND PARK, FLORIDA, ACCEPTING THE
INDEPENDENT AUDITORS’ REPORT FOR FISCAL YEAR
ENDING SEPTEMBER 30, 2023 WITH ACCOMPANYING

FINANCIAL STATEMENTS; PROVIDING FOR AN EFFECTIVE DATE. (Postponed from November 14, 2024.)

ACTION: 6:23:58 p.m. After discussion, a motion was made by Commissioner Mobilian and seconded by Commissioner Cosenza that the city commission adopt Resolution 2024-065 as previously cited.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(b) **Resolution 2024-066 – FEMA Consulting Services – Berquist Recovery Consulting LLC**

Ms. Geraci-Carver read into the record proposed Resolution 2024-066, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING BERQUIST RECOVERY CONSULTING, LLC'S PROPOSAL DATED NOVEMBER 6, 2024, SCOPE OF SERVICES, TERMS OF AGREEMENT AND ADDENDUM NO. 1 TO PROVIDE CONSULTING AND REPRESENTATION SERVICES FOR DISASTER RECOVERY; PROVIDING FOR COMPENSATION OF AN AMOUNT EQUAL TO 10% OF FEMA OBLIGATED DOLLARS; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:25:03 p.m. After discussion, a motion was made by Commissioner Mobilian and seconded by Vice Mayor DeGrave that the city commission adopt Resolution 2024-066 as previously cited.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(c) **Resolution 2024-067 – Highway Traffic Safety Funds Subgrant - FDOT**

Ms. Geraci-Carver read into the record proposed Resolution 2024-067, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SUBGRANT AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY SAFETY FUNDS IN THE AMOUNT OF \$26,000.00; AUTHORIZING THE MAYOR TO EXECUTE THE SUBGRANT AGREEMENT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL OTHER NECESSARY DOCUMENTS; PROVIDING DIRECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:26:10 p.m. After discussion, a motion was made by **Commissioner Mobilian and seconded by Vice Mayor DeGrave that the city commission adopt Resolution 2024-067 as previously cited.**

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(d) Resolution 2024-068 - Adopting the National Institute of Standards and Technology Framework

Ms. Geraci-Carver read into the record proposed Resolution 2024-068, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY'S CYBERSECURITY FRAMEWORK AS THE CYBERSECURITY STANDARD FOR THE CITY OF FRUITLAND PARK, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ACTION: 6:27:15 p.m. After discussion, a motion was made by **Commissioner Mobilian and seconded by Vice Mayor DeGrave that the city commission adopt Resolution 2024-068 as previously cited.**

Mr. Carl Yauk, The Villages of Fruitland Park (Pine Hills) resident, voiced his support of proposed Resolution 2024-068; recognized the need for someone in the city to be knowledgeable to conform and uphold the subject standards, and check with the state on implementation.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(e) Resolution 2024-069 – Parks and Recreation Fee Schedule – City Recreation and Event Services, Sponsorships and User Fees

Ms. Geraci-Carver read into the record proposed Resolution 2024-069, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING A FEE SCHEDULE FOR CITY RECREATION AND EVENT SERVICES, SPONSORSHIPS, AND USER FEES; PROVIDING FOR REPEAL, AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:29:22 p.m. After discussion, a motion was made by **Commissioner Mobilian and seconded by Commissioner Cosenza that the city commission adopt Resolution 2024-069 as previously cited.**

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

PUBLIC HEARING

By unanimous consent, Mayor Cheshire opened the public hearings at this evening's meeting.

(f) First Reading and Public Hearing – Ordinance 2024-015 “The Code of Ordinances of the City of Fruitland Park”

After Ms. Geraci-Carver read into the record Ordinance 2024-015, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF FRUITLAND PARK, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE. (The second reading will be held on January 9, 2025.)

ACTION: 6:30:09 p.m. After discussion, a motion was made by Commissioner Mobilian and seconded by Commissioner Cosenza that the city commission approve Ordinance 2024-015 as previously cited.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(g) First Reading and Public Hearing – Ordinance 2024-012 Boundary Amendment (Annexation) – 9.67± Acres South of Lake Ella Road, East of Taylor Mill Road and West of US Highway 27/441 — Petitioners: Michael A. and Maria C. Windhorst

After Ms. Geraci-Carver read into the record Ordinance 2024-012, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 9.67± ACRES OF LAND GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD, EAST OF TAYLOR MILL ROAD, AND WEST OF U.S. HIGHWAY 27/441; 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 DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 9, 2025.)

ACTION: 6:30:09 p.m. After discussion, a motion was made by Commissioner Cosenza and seconded by Commissioner Mobilian that the city commission approve Ordinance 2024-012 as previously cited.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(h) **First Reading and Public Hearing - Ordinance 2024-014 – Small-Scale Comprehensive Plan Amendment – 9.67± Acres South of Lake Ella Road, East of Taylor Mill Road and West of US Highway 27/441 – Petitioners: Michael A. and Maria C. Windhorst**

After Ms. Geraci-Carver read into the record Ordinance 2024-014, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM TO CITY OF FRUITLAND PARK MULTI-FAMILY HIGH DENSITY OF 9.67 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD, EAST OF TAYLOR MILL ROAD, AND WEST OF U.S. HIGHWAY 27/441; DIRECTING THE CITY MANAGER OR DESIGNEE 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, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on January 9, 2025.)

ACTION: 6:32:38 p.m. After discussion, a motion was made by Commissioner Cosenza and seconded by Commissioner Mobilian that the city commission approve Ordinance 2024-014 as previously cited.

By unanimous consent, Mayor Cheshire closed the public hearing.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

- (g) Second Reading and Public Hearing – Ordinance 2024-013 Arbor Park Phase 1 Community Development District – 66.47 + Acres – South of Urick Street, East of CR 468, North of Griffin Road and West of Thomas Avenue - Petitioner: Garden Street Communities Southeast LLC**

It now being the time advertised to hold a public hearing, after Ms. Geraci-Carver read into the record Ordinance 2024-013, the substance of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ESTABLISHING THE ARBOR PARK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR FUTURE EXPANSION WITH SUFFICIENTLY CONTIGUOUS LANDS; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; ESTABLISHING THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. (The first reading was held on November 14, 2024.)

ACTION: 6:34:10 p.m. After discussion, a motion was made by Commissioner Mobilian and seconded by Commissioner Cosenza that the city commission enact Ordinance 2024-013 as previously cited to become effective immediately as provided by law.

By unanimous consent, Mayor Cheshire closed the public hearing.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

END OF PUBLIC HEARING5.

- 8. (a) City Manager**

At Ms. Manila's request, Mr. Rankin gave the following status update report:

- i. Economic Development**
- ii. Commercial Developments Permits Issued**

Mr. Rankin addressed the intent to provide a feasibility report, regarding the discussion the city commission intends to have on utilities for Ms. Manila to present at a future meeting.

ACTION: 6:35:37 p.m. No action was taken.

iii. Waiving of Certain Building Permit Fees for the Public Safety Building Permit Discussion

After Ms. Manila referred to the waiver of certain building permit fees for the public safety building, Interim Chief Rains addressed the need for the city commission to make a decision on waiving various fees for \$16,932.59 from \$223,205.45 outlined in the November 30, 2024 invoice #688, a copy of which is filed with the supplemental papers to the minutes of this meeting.

Following further discussion, Ms. Manila reported that a proposed budget amendment for FY 2024/25 on the building permit fees from the American Rescue Plan Act would be allocated towards the public safety building construction and placed on a future agenda for consideration.

ACTION: 6:36:21 p.m. After discussion and **on motion of Commissioner Mobilian, seconded by Vice Mayor DeGrave and unanimously carried, the city commission approved the interim police chief's request to waive the building permit fees for the public safety building, as previously cited.**

iv. Possible Undergrounding of Poles Along a Section of Fountain Street and College Avenue Discussion

Ms. Manila addressed concerns regarding the public safety building; questioned the possible installation of new underground cable/power lines along the section of Fountain Street and College Avenue, and referred to the estimated total cost of work from Leesburg Electric for \$189,171.50 excluding the conduit installation to install, relocate the poles and upgrade the lines. (A copy of the estimate is filed with the supplemental papers to the minutes of this meeting.)

In citing the benefits, Ms. Manila proposed burying the lines as part of the public safety construction project and installing sidewalks around the municipal complex utilizing Community Redevelopment Agency funds.

ACTION: 6:40:33 p.m. After discussion, and **by unanimous consent, the city commission supported the interim city manager's proposal, as previously cited, for Leesburg Electric to install new underground cable/power lines to include the conduit installation; accepted earmarking the cost as a budget amendment for FY 2024/25, and requested that the subject matter be placed on the future Community Redevelopment Agency agenda for consideration.**

(b) City Attorney - Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628

Ms. Geraci-Carver reported that the Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628 continues to be filed; there has been no activity from the plaintiff's counsel in the case, and reported on the plan to meet with the Roper & Roper, attorney representing the city, to review the subject case and documents.

ACTION: 6:46:46 p.m. No action was taken.

9. UNFINISHED BUSINESS

There was no unfinished business to come before the city commission at this time.

ACTION: 6:47:15 p.m. No action was taken.

10. PUBLIC COMMENTS

Mr. Yauk thanked Ms. Coulson for providing the records that he requested at the November 14 regular meeting; mentioned his inability to attend the December 3, 2024 workshop regarding the water wastewater treatment plant, and referred to the city commission's direction for staff to work with the Town of Lady Lake to implement something collectively on the Water and Wastewater Treatment Plant Capacity Reservation Bulk Treatment Agreement. He questioned the city's funding source and recognized the water and wastewater handled by The Villages where they should not be responsible for providing new connections and costs associated with the town.

Ms. Chloe D. Winchell, City of Fruitland Park resident, voiced concerns on the property owner's responsibilities according to the Florida Building Code and the enforcement of same for the removal of a dead-diseased tree encroached at her home where nothing has been done. She conveyed the acknowledgement by the property owner, Mr. David Andrews, who had concerns about the costs involved.

Mr. Rankin confirmed, in response to Mayor Cheshire, that Ms. Williams will provide Ms. Winchell his contact information where he will meet with her.

Mr. Steven "Steve" Girard Stivlosky, City of Leesburg resident, voiced his continued support of the new personhood cities in the USA; anticipated that the city proceed towards same, and gave reasons why he plans to send a letter to the Lake County Supervisors of Elections where he would subsequently present the data to the city commission and analyze same on how citizens would vote on the new personhood covenant language in the new city charter.

Mayor Cheshire recalled the city commission's positions at the January 25 and April 25, 2024 regular meetings and Vice Mayor DeGrave reiterated same verifying that the city's responsibilities where commission does not become involved with political issues.

Mr. Ken Hutchinson, City of Fruitland Park resident, voiced concerns on code enforcement violations; expressed his disappointment on the current condition of the city and abandoned

vehicles in the community, and conveyed his dissatisfaction with the response received from the code enforcement officer relative to same.

Mr. Hutchinson accepted Mayor Cheshire's suggestion for him to meet with Ms. Manila who would review the matter.

After Richard Dickerson, City of Fruitland Park resident, voiced concerns on the assessment of fees added to the property tax bill, Ms. Geraci-Carver explained Lake County's increased fire assessment fees set by the Lake County Board of County Commissioners and recognized The Villages fire assessment to be separate from the county's and the city.

ACTION: 6:47:17 p.m. and 6:56:41 No action was taken.

11. COMMISSIONERS' COMMENTS

(a) Commissioner Cosenza

Commissioner Cosenza stated that he has nothing to report at this time.

ACTION: 6:55:45 p.m. No action was taken.

(b) Commissioner Mobilian

Commissioner Mobilian stated that he has nothing to report at this time and wished everyone a happy holiday.

ACTION: 6:55.46 p.m. No action was taken.

(c) Commissioner Bell

Commissioner Bell was absent from the meeting at this time.

ACTION: 6:51:56 p.m. No action was taken.

(d) Vice Mayor DeGrave

Vice Mayor DeGrave reiterated Commissioner Mobilian's sentiments.

ACTION: 6:56:00 p.m. No action was taken.

12. MAYOR'S COMMENTS

a. Well Wishes

Mayor Cheshire shared the same sentiments relayed by Commissioner Mobilian and Vice Mayor DeGrave.

ACTION: 6:56:10 p.m. and 7:02:48 p.m. No action was taken.

b. Dates to Remember

Mayor Cheshire announced the following events:

- December 13, 2024, Lake County League of Cities, *Lake County League Strategic Plan*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at noon;
- December 13, 2024 *Mistletoe Mingle*; Fruitland Park Library, 604 West Berckman Street, Fruitland Park, Florida 34731 at 6:00 p.m.;
- December 13, 2024 Employee Christmas Party Fruitland Park Community Center, 205 West Berckman Street, Fruitland Park, Florida 34731 at 6:00 p.m.
- December 14, 2024 *12th Annual Wreaths Across America*, American Legion Post 219, 194 West Fountain Street, Fruitland Park, Florida 34731 at 10:00 a.m.;
- December 14, 2024, *Swim with Santa*, 201 West Berckman Street, Fruitland Park, Florida 34731 at 11:00 a.m.;
- December 18, 2024, Lake County Legislative Delegation Meeting, Venetian Center, 1 Dozier Circle, Leesburg, Florida at 9:00 a.m.;
- December 19, 2024, Apple Cinnamon Ornament Making, Fruitland Park Library, 604 West Berckman Street, Fruitland Park, Florida 34731 at 2:00 p.m.;
- December 24, 2024, city hall closed Christmas Eve;
- December 25, 2024, city hall closed Christmas Day,
- December 26, city commission regular – CANCELLED;

- January 1, 2025, city hall closed – New Year’s Day

ACTION: 6:56:10 p.m. and 7:02:53 p.m. No action was taken.

13. ADJOURNMENT

The meeting adjourned at 6:54 p.m.

The minutes were approved at the January 9, 2025 regular meeting.

Signed
Esther B. Coulson, City Clerk, MMC

Signed
Chris Cheshire, Mayor

**FRUITLAND PARK CITY COMMISSION WORKSHOP
DRAFT MEETING MINUTES
December3, 2024**

A workshop meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Monday, December 3, 2024 at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, Commissioners John Mobilian and Joey Cosenza III.

Members Absent: Commissioner Chris Bell

Also Present: Interim City Manager Karen Manila; City Attorney Anita Geraci-Carver, Public Works Director Robb Dicus; Human Resources Director John Klein; Community Development Department, Interim Community Development Director Michael “Mike” Rankin, LPG Urban Regional Planners Inc. (consultant retained by the city); Administrative Manager Sharon Williams, Community Development Department; and City Clerk Esther B. Coulson.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Cheshire called the meeting to order and led in the Pledge of Allegiance to the flag.

2. ROLL CALL

Mayor Cheshire requested that Ms. Coulson call the roll where a quorum was declared present.

3. WATER AND WASTEWATER CAPACITY DISCUSSION

Mr. “Rob” Robert Ern, Halff Inc. (consultant retained by the city), addressed the water and wastewater reclaim water master plans; gave an historical overview and provided an update on the city’s current system capacity and future needs, and reviewed the power-point presentation on the Water and Wastewater Capacity, a copy of which is filed with the supplemental papers to the minutes of this meeting.

After extensive deliberations and **by unanimous consent, the city commission directed the interim city manager to start the masterplan development process by placing on the next meeting’s regular agenda agreements for the water and waste wastewater utility master plans for consideration; continue negotiations with the Town of Lady Lake along with the public works director and if desired, Mr. “Rob” Robert Ern, Halff Inc, on the Water and Wastewater Treatment Plant Capacity Reservation Bulk Treatment Agreement.**

4. OTHER BUSINESS

There was no other business to come before the city commission at this time.

5. ADJOURNMENT

The meeting adjourned at 8:47 p.m.

The minutes were approved at the January 9, 2025 regular meeting.

Signed _____
Esther B. Coulson, City Clerk, MMC

Signed _____
Chris Cheshire, Mayor

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4a

ITEM TITLE: Resolution 2025-005 City Manager's Employment Agreement

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: Friday, January 3, 2025

SUBMITTED BY: city attorney/interim city manager/human resources director

BRIEF NARRATIVE: Resolution 2025-005 City Manager's Employment Agreement. In October of 2024, after conducting interviews of interested candidates for the position of interim city manager, the city commission appointed Karen Manila to serve in that capacity. During the interview Mrs. Manila expressed her interest in serving as the city manager. After several weeks, the city commission decided it was prudent to delay a second search to allow additional time to work with Mrs. Manila.

Attached for the commission's consideration is the City of Fruitland Park City Manager's Employment Agreement. A summary of the terms and conditions are outlined below:

- Employment will begin January 13, 2025
- Annual base salary: \$155,000
- A performance evaluation will take place between June 1st – August 1st, 2025. The commission may approve a \$5,000 increase at that time.
- Beginning October 1, 2026, Mrs. Manila will receive the same cost of living adjustment as other city employees.
- Other adjustments to base salary and benefits may be made as determined by the commission.

- The city will provide a cell phone, maintain cellular service, a laptop computer and associated equipment.
- \$600.00 per month automobile allowance. Mrs. Manila is required to maintain liability, property damage and bodily injury liability insurance on the vehicle.
- The city will pay reasonable and customary expenses for Mrs. Manila's travel and attendance at professional development conferences, committee meetings and seminars.
- Mrs. Manila will be credited with three weeks' vacation leave for calendar year 2025 and four weeks thereafter.
- Mrs. Manila is entitled to receive the same paid holidays, safety day and personal day benefits as other city employees.
- The city will pay monthly premiums on life insurance.
- Mrs. Manila will participate in the city's Florida Retirement System retirement program.
- As required by Florida Statute, the agreement specifies the terms relating to payment of severance. Provided termination is not for certain specified reasons enumerated in the agreement or a voluntary separation, severance equal to 16 weeks of compensation will be paid by the city.
- The city agrees to pay up to \$7,500 to assist in relocation expenses.
- The city agrees to pay the cost of any fidelity or other bonds required.
- The parties waive a jury trial in the event of a dispute.

Mrs. Manila has had an opportunity to review the employment agreement and provide input.

The attached resolution approves the employment agreement.

FUNDS BUDGETED: None

ATTACHMENT Proposed resolution and employment agreement.

RECOMMENDATION: Approve or deny Resolution 2025-005

ACTION: **Adopt Resolution 2025-005.**

RESOLUTION 2025-005

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CITY OF FRUITLAND PARK CITY MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND KAREN MANILA.; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park entered into an agreement with Karen Manila for Mrs. Manila to serve as interim city manager; and

WHEREAS, the City Commission desires to employ Mrs. Manila as City Manager of the City of Fruitland Park, Florida, as provided for in Sections 4.04 through 4.07 of the City Charter of the City of Fruitland Park; and

WHEREAS, has home rule authority to take any action in the furtherance of the interest of the City that is not in conflict with general law, and taking action authorized in this resolution is not in conflict.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The City of Fruitland Park City Manager's Employment Agreement between the City of Fruitland Park and Karen Manila, **a copy of which is attached hereto**, is approved.

Section 2. The City Commission authorizes the mayor to execute the Agreement.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 9th day of January 2025 by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

SEAL

ATTEST:

Interim City Clerk

Mayor Cheshire	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Vice Mayor DeGrave	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Commissioner Bell	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Commissioner Mobilian	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Commissioner Cosenza	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

CITY OF FRUITLAND PARK CITY MANAGER'S EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Fruitland Park, Florida, a subdivision of the State of Florida (hereinafter referred to as "City"), and Karen R. Manila (hereinafter referred to as "Manila").

WITNESSETH:

WHEREAS, the City desires to employ Manila as City Manager of the City of Fruitland Park, Florida, as provided for in Sections 4.04 through 4.07 of the City Charter of the City of Fruitland Park; and

WHEREAS, the City, through its City Commission, desires to provide for certain benefits and compensation for Manila and to establish conditions of employment applicable to her; and

WHEREAS, Manila desires to accept employment as City Manager of the City of Fruitland Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. Pursuant to, and as required by Sec. 4.05 of the Charter, the City of Fruitland Park hereby hires and appoints Manila to serve as its City Manager for an indefinite term and as an at-will employee at the pleasure of the City Commission, under the terms established herein, to perform the duties and functions specified in the City's Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

B. The City's employment of Manila as City Manager shall be effective January 13, 2025. This Agreement shall remain in effect until terminated by the City or by Manila as provided herein.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the City agrees to pay Manila an annual base salary of \$155,000.00, payable in installments at the same time as other City employees are paid.

B. After six months of successful service, the City Commission may approve a \$5,000 increase in annual salary to \$160,000.00, payable in installments at the same time as other City employees are paid.

C. Beginning October 1, 2026, should the general staff receive a cost of living increase during the year, Manila will receive the same increase at the same time as the other staff

going forward.

D. The City may also choose to increase the base salary and/or other benefits for Manila in such amounts and to such an extent as the City Commission may determine desirable. Performance evaluations may be performed by the City Commission in such form as the Commission deems appropriate.

E. During the first year of this Agreement only, Manila shall have an additional evaluation that will take place between June 1st and August 1st, 2025 which coincides with item B in Section 2.

F. Nothing in this Section shall require the City to increase the base salary or other benefits of Manila. Furthermore, the City's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

Section 3. Duties and Obligations.

A. Manila shall have the duties, responsibilities, and powers of said office under the Charter and Ordinances of the City of Fruitland Park. Manila agrees to perform all duties and responsibilities faithfully, industriously, and to the best of her ability and in a professional and competent manner.

B. Manila shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge, and skills necessary to faithfully perform her duties under this Agreement. Manila may, however, engage in educational and professional activities and other outside employment activities upon receipt of approval by the City Commission, provided that such activities shall not interfere with her primary obligation to the City as its City Manager. Manila shall dedicate no less than an average of forty hours per week in the performance of her duties hereunder.

C. If Manila serves on any appointed boards or elected boards of any professional organization, or serves on any committees related to her professional activities, and receives any monies or gifts related to such service, such money, gifts, or property shall be paid over to or delivered to the City, unless otherwise provided by the City Commission.

Section 4. Automobile Allowance and Communications Equipment/Technology

Manila is required to be on call for twenty-four hour service. In recognition thereof:

A. Manila will use her own vehicle for City business and must have her own transportation as necessary in the performance of her duties. The City shall grant Manila an automobile allowance of \$600.00 per month. This payment will be taxed as required by IRS statute, rule or regulations. Manila is responsible for the purchase, lease maintenance, insurance, taxes, etc. for the vehicle. Manila must maintain all liability insurance as required by the State of Florida including Personal Injury Protection, and \$500,000 in property damage liability and bodily injury liability coverage of \$500,000 per person and \$1,000,000 per occurrence.

B. The City shall, at City's expense, provide Manila with a cell phone and maintain cellular service to be used for City business.

C. The City will provide Manila with a laptop computer, a multi-screen desktop, and software for the purpose of performing her duties for the City and for conducting City business. The equipment at all times remains the property of the City and must be returned, with all data, to the City upon Manila's employment separation. All work for the City must be done on the City's equipment and not on personal devices, and records must be properly preserved under Florida's public records law.

Section 5. Dues and Subscriptions

The City agrees to pay Manila's professional dues for membership in the International City/County Management Association, and the Florida City and County Management Association. The City shall pay other dues and subscriptions on behalf of Manila as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Commission.

Section 6, Professional Development

The City agrees to pay reasonable and customary travel and subsistence expenses for Manila's travel to and attendance at the Florida League of Cities' annual conference and the International City/County Management Association annual conference. The City may choose to pay for Manila's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approved by Commission action.

Section 7. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations and encourages Manila to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas.

Section 8. Vacation and Sick Leave

Upon the effective date of this Agreement Manila will be credited with three weeks' vacation leave for calendar year 2025 and four weeks for each year thereafter. Accrual and pay-out of accumulated leave shall be governed by the same policies as those that govern other City employees.

Section 9. Holidays, Safety Day, Personal Day

Manila is entitled to the same paid holidays as the general City staff. Manila will be eligible to participate and receive Safety and Personal days beginning in calendar year 2025 according to the policy that other employees receive.

Section 10. Health, Dental, Life and Disability Insurance

The City agrees to pay Manila on a monthly basis, the monthly premiums to provide her with life insurance in the value of \$75,000 (total amount). Payments and coverage will be effective upon the regular employee schedule for benefits.

Section 11. Retirement.

The City participates in the Florida Retirement System (FRS) for retirement savings. As such, the City Manager position is a mandatory participant. The mandatory employee contribution is 3% and the City pays the employer contribution and administrative fees based on the state's annual contribution rate schedule.

Section 12. Termination by the City and Severance Pay

A. Manila shall serve at the pleasure of the City Commission, and the City Commission may terminate this Agreement and Manila's employment with the City at any time, for any reason or for no reason. Should the Commission decide to terminate the services of Manila, they shall follow the procedures laid out in Section 4.05 of the City Charter. Manila shall continue to be paid her salary and benefits through the termination date. Vacation and sick benefits will be paid out on termination in accordance with the City's policies and procedures governing payment of vacation and sick balances at termination. No other monies, compensation, or benefits will be due or owing to Manila, except for the severance as provided for in Section B, so long as Manila was not terminated for a disqualifying reason as defined below.

B. The City may solely at its discretion, terminate this Agreement without reason. Clear instruction from the Commission that she may resign in lieu of termination shall be considered as termination without reason. Within forty-five calendar days following the final vote to terminate Manila's employment without reason (or her resignation in lieu thereof), the Commission shall cause her to be paid in bi-weekly installments (a lump sum final may be made in lieu of installments upon mutual agreement) of severance pay equal to sixteen weeks of her base salary as full and complete payment and satisfaction of any claims regardless of the nature arising out of this Agreement or otherwise. As consideration for such payment, Manila shall, prior to receipt thereof, execute and deliver to the City, and not revoke, a general release of the City and its Commission members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney or designee. Severance benefits shall not exceed the maximum allowed by Florida Statutes s.215.425(4)(a)1., or any amendments thereto.

C. In the event Manila is terminated for a disqualifying reason, the City shall have no obligation to pay the amounts outlined in Section 12, Paragraph B of this Agreement. For purposes of this Agreement, "disqualifying reason" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of Manila's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
5. The commission of any fraudulent act against the interest of the City.

6. The commission of any act which involves moral turpitude, or which causes the City disrepute.
7. Violation of the International City/County Management Association Code of Ethics.
8. Any other act of a similar nature of the same or greater seriousness.
9. Engaging in misconduct as defined in section 443.036, Florida Statutes.

D. In the event the Commission, at any time during the employment term, reduces the salary or other benefits of Manila, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time City employees, or in the event the City allegedly refuses to comply with any other material provision of this Agreement benefiting Manila, she shall notify the Commission in writing of the alleged violation. The Commission shall have forty-five days from such notice within which to cure the violation, otherwise, Manila may at her option, consider such violation as termination "without reason" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 13. Termination by Manila

Manila may terminate this Agreement at any time by delivering to the City Commission a written notice of termination not later than sixty days prior to the effective date of the termination. If Manila terminates this Agreement, then the provisions of Section 12, Paragraph B above, shall not apply. If Manila voluntarily resigns pursuant to this Section, the City shall pay her all accrued compensation due her up to her final day of employment, including any accrued personal time off. The City shall have no further financial obligation to her pursuant to this Agreement.

Section 14. Disability

If Manila becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 12, Paragraph B of this Agreement.

Section 15. Relocation Expenses

A. The City agrees to pay up to \$7,500 to Manila to assist her with the costs associated with relocation of herself and her family. This money is to cover the cost of house hunting trips, temporary lodging, breaking housing leases, transportation of herself and her family, moving family vehicles, moving furniture and other related moving expenses. No additional monies will be paid regarding this relocation.

B. Should Manila resign within two years of her employment with the City to retire or accept a position elsewhere, she will return to the City any expenses it has paid to assist with her relocation. Reimbursement to the City of relocation expenses is not required if she should die or resign within such time due to disability.

Section 16. Indemnification.

A. City shall defend, save harmless, and indemnify Manila against any action for any injury or damage suffered as a result of any act, event, or omission of action that he reasonably believes to be in the scope of her duties or function, unless she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of Manila committed while acting outside the course and scope of her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, Manila shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. This indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 17. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of Manila under any policy, regulation, ordinance, or law.

Section 18. Code of Ethics, Policies and Procedures

Inasmuch as Manila is an active full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein, and by this reference made a part hereof. This "Code of Ethics" shall furnish principles to govern Manila's conduct and actions as City Manager of the City. Manila understands that as an employee of Fruitland Park, she is a public employee, is subject to the practices, policies and procedures established or to be established from time to time by the City, and by law (for example those provisions under Chapter 112, Florida Statutes, applicable to public employees, compliance with public records laws, etc.). Manila agrees to comply with the policies and procedures of the City, as amended, and which is expected to be further amended from time to time, so long as they are reasonable and do not violate the law, and with Florida law as it applies to her employment as a public employee. In the event of an inconsistency or conflict between a policy or procedure of the City and this Agreement, the terms of this Agreement will control, as allowed by law.

Section 19. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 20. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Manila.

D. This Agreement contains the entire Agreement of the parties relating to the employment of Manila by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed, and litigated in Lake County, Florida.

F. Upon Manila's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

Waiver of Jury Trial. MANILA AND THE CITY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT MANILA OR THE CITY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY

**LITIGATION RELATED TO OR ARISING OUT OF, UNDER OR IN
CONJUNCTION WITH THIS AGREEMENT, MANILA'S SERVICES TO THE
CITY, AND ALL FEDERAL AND STATE STATUTORY RIGHTS.**

Executed by the CITY this 9th day of January, 2025.

CITY OF FRUITLAND PARK

By: _____
Chris Cheshire, Mayor

ATTEST:

Signature

Printed Name

Executed by MANILA this ____ day of _____, 2025

Witnesses:

Signature

Karen R. Manila

Print Name

Signature

Print Name

Latest Revision: January 2, 2025

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4b

ITEM TITLE: Resolution 2025-007 Water Wastewater Master Plans Updates - Utility Fund - FY 2024-25 Budget Amendment

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: December 31, 2024

SUBMITTED BY: city attorney/interim city manager/city treasurer

BRIEF NARRATIVE: Resolution 2025-007 Budget Amendment Increasing the Utility Fund Expenditures by \$161,305 and Decreasing the Water & Wastewater Impact Fees to Fund the Updates to the Water and Wastewater Master Plans

Included on tonight's agenda is the approval of the professional services agreement with Halff Associates, Inc. to update the Water and Wastewater System Master Plans. Total costs to perform the updates do not exceed \$161,305. The plan updates were not included in the 2025 adopted budget but the plans need to be updated and not delayed until the 2026 fiscal year. It is especially important to get the plans updated in order to have the most up to date information regarding the city's wastewater system capacity needs. Updated information will assist the city in talks with the Town of Lady Lake and if needed, provide the data necessary for planning our own wastewater treatment plant. This budget amendment will use monies from our Utility Fund account held in the SBA investment account, specifically from the accumulation of Water and Sewer Impact fees. The budget amendment will increase the Engineering Fees for Water and Sewer (A/C 400-530-533&535-30311) and decrease the Utility Fund account Water Impact Fees (A/C 400-000-000-15116 - \$64,729) and Sewer Impact Fees (A/C 400-000-000-15115 - \$96,576) for the FY2025 Budget.

FUNDS BUDGETED: \$161,305 (see above)

ATTACHMENT Proposed resolution and budget amendment.

RECOMMENDATION: Approve or deny Resolution 2025-007

ACTION: Adopt Resolution 2025-007.

RESOLUTION 2025-007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PURSUANT TO SEC. 6.07 OF THE CITY CHARTER AMENDING THE 2024-2025 FISCAL YEAR BUDGET BY INCREASING EXPENDITURES IN THE UTILITY FUND BUDGET IN THE AMOUNT OF \$161,305 FOR ENGINEERING FEES TO UPDATE THE CITY'S WATER AND WASTEWATER MASTER PLANS AND DECREASING THE WATER IMPACT FEE ACCOUNT AND SEWER IMPACT FEE ACCOUNT IN THE UTILITY FUND BUDGET BY THE SAME AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2024-2025 Fiscal Year budget of the City of Fruitland Park was adopted on September 26, 2024; and

WHEREAS, it is necessary to amend the budget by increasing funds in the Utility Fund engineering fees budget to cover expenses for preparing updates to the City's water master plan and wastewater master plan; and

WHEREAS, sufficient funds are available in the Utility Fund Water Impact Fee budget and Sewer Impact Fee budget to cover the expenditures; and

WHEREAS, the City Commission desires to amend the City of Fruitland Park 2024-2025 Fiscal Year budget as set forth herein; and

WHEREAS, this budget amendment is being adopted in accordance with s.166.241(8)(a), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA:

Section 1. The FY 2024-2025 budget adopted on September 26, 2024 is amended as set forth in Exhibit "A" attached hereto.

Section 2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 9th day of January, 2025, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Interim City Clerk

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Mobilian	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Cosenza	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver
City Attorney

CITY OF FRUITLAND PARK

Budget Amendment: Master Plan for W

#202503

FY2025

Waste Water Plant

To: CITY MANAGER

Date: 31-Dec-2024

Prepared by: Gary Bachmann, Finance Director
Department Head

Approved: _____
City Manager

REVENUES:

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

EXPENDITURES:

Object name & # 400-530-535-30311 Engineering Fees Amount: 96,576 Inc/Dec

Object name & # 400-000-000-15115 Utility Fund Sewer Impact Fees Amount: 96,576 Inc/Dec

Object name & # 400-530-533-30311 Engineering Fees Amount: 64,729 Inc/Dec

Object name & # 400-000-000-15116 Utility Fund Water Impact Fees Amount: 64,729 Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Explanation: To update the Water and Wastewater Master Plans and conduct the Water and Sewer Impact fee
studies

Approved by Commission: _____
Date

City Clerk

City Treasurer

Mayor

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4c

ITEM TITLE: Resolution 2025-009 Water and Wastewater Master Plans Update, Reclaimed Water Master Plan Development, Water and Wastewater System Rate, Impact Fee Study Update, and Effluent Disposal Areas Preliminary Geotechnical Investigation – Professional Services Proposal – Halff Inc.

MEETING DATE: January 9, 2025

DATE SUBMITTED: December 18, 2025

SUBMITTED BY: city attorney/interim city manager

BRIEF NARRATIVE: Resolution 2025-009 Approving the Professional Services Proposal with Halff Associates, Inc. to update the water and wastewater master plans, develop a reclaimed water master plan, water and wastewater system rate and impact fee study update and preliminary geotechnical investigation of effluent disposal areas in an amount not to exceed \$161,305.

Halff Associates, Inc. has submitted a proposal to update the Water and Wastewater System Master Plans, develop the Reclaimed Water System Master Plan, update the water system hydraulic model, update the water and wastewater system rate & impact fees, and perform a preliminary geotechnical investigation of effluent disposal areas should the City opt to construct its own wastewater treatment plant.

The purpose of the master plans is to provide a planning tool in assessing future capital needs of the water and wastewater systems as well as planning for expansions and upgrades to the water and wastewater systems. The last master plan update was in July 2020. It is critical that the water master plan be updated in preparation of a new water plant that will be needed to support the City's population growth. It is also critical that the wastewater master plan be updated in order to provide the City's updated capacity needs to the Town of Lady Lake should we continue to partner with them for our wastewater treatment. The updated wastewater master plan is also critical should the City ultimately build its own wastewater treatment plant.

The proposal is divided into phases:

Phase 100	Potable Water System Master Plan Update	\$29,300
Phase 200	Water System Hydraulic Model Update	\$17,900
Phase 300	Wastewater & Reclaimed Water System Master Plan	\$52,000
Phase 400	Water & Wastewater System Rate & Impact Fee	\$37,180

	Study Update (Water \$14,920, Sewer \$22,260)	
Phase 500	Preliminary Geotechnical Investigation of Effluent Disposal Areas	\$18,425
Phase 600	Project Administration (Water \$1,405, Sewer \$2,095)	\$ 3,500
Phase 9999	Reimbursibles (Water \$1,204, Sewer \$1,796)	\$ 3,000

Halff Associates, Inc. would begin work on all reports with the understanding that the wastewater scope could change depending on whether the City continues partnering with the Town of Lady Lake. The timeline for completion of the reports is 3 months after receiving all necessary information from the City to complete the reports.

The proposal is for an amount not to exceed \$161,305. Approving Resolution 2025-xxx does not obligate the City to pay the total amount should certain phases not be performed. For example, if the City continues to partner with the Town of Lady Lake for wastewater treatment, phase 500 would not be necessary and we would therefore not be charged for it.

FUNDS REQUIRED: \$161,305 funded by Utility Fund Account (SBA)
Restricted Funds:
(Water Impact Fees \$64,729)
(Sewer Impact Fees \$96,576)

ATTACHMENTS: Proposed Resolution 2025-009 and Professional Services Proposal

RECOMMENDATION: Approve the professional services proposal from Halff Associates, Inc. to update the City Water and Wastewater Master Plans.

ACTION: Adopt Resolution 2025-009

RESOLUTION 2025-009

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CITY OF FRUITLAND PARK WATER, WASTEWATER AND RECLAIMED WATER MASTER PLAN, RATE AND IMPACT FEE STUDY UPDATE PROPOSAL DATED DECEMBER 13, 2024 BETWEEN THE CITY OF FRUITLAND PARK AND HALFF ASSOCIATES, INC. TO PREPARE AN UPDATE TO THE POTABLE WATER SYSTEM MASTER PLAN AND WATER SYSTEM HYDRAULIC MODEL, AN UPDATE TO THE WASTEWATER AND RECLAIMED WATER SYSTEM MASTER PLAN, AND AN UPDATE TO THE WATER AND WASTEWATER SYSTEM RATE AND IMPACT FEE STUDY IN AN AMOUNT NOT TO EXCEED \$161,305.00; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park contracts with Halff Associates, Inc. engineering and design services for potable water and wastewater utilities, and such other services as requested by the City; and

WHEREAS, the City continues to experience increased residential and non-residential development thereby increasing demands on the City's potable water and wastewater utility; and

WHEREAS, expansion of the City's current potable water utility system is needed, therefore an update to the City of Fruitland Park Water System Master Plan is needed to plan for the expansion and to identify estimated locations and costs for capital water system components; and

WHEREAS, the City currently contracts with a nearby town for wastewater treatment; however, the agreement is expiring and the City desires to plan for expansion of the existing collection and transmissions systems, identify estimated costs and locations for capital expansion components including a new wastewater treatment plant, and creation of a reclaimed water component; and

WHEREAS, it is necessary to update the City's Wastewater System Master Plan; and

WHEREAS, with planned expansions of the City's capital utility systems it is necessary to prepare updated rate and impact fee studies; and

WHEREAS, the parties desire to enter into the City of Fruitland Park Water, Wastewater and Reclaimed Water Master Plan, Rate & Impact Fee Study Update Proposal dated December 13, 2024 for the purpose of setting forth the terms and conditions under which Halff Associates Inc. will prepare for the City of Fruitland Park plan updates and subcontract with GovRates, Inc. to prepare updated rate and impact fee studies; and

WHEREAS, the City Commission finds it beneficial to the City of Fruitland Park, its residents and businesses to approve the proposal with the terms and conditions outlined therein; and

WHEREAS, has home rule authority to take any action in the furtherance of the interest of the City that is not in conflict with general law, and taking action authorized in this resolution is not in conflict.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE FRUITLAND PARK, LAKE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. City of Fruitland Park Water, Wastewater and Reclaimed Water Master Plan, Rate and Impact Fee Study Update Proposal dated December 13, 2024 between the City of Fruitland Park and Halff Associates, Inc., a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the Agreement.

Section 3. This resolution shall take effect immediately upon its adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED at a meeting of the City Commission of the City of Fruitland Park, Florida this 9th day of January 2025.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Interim City Clerk

Anita Geraci-Carver, City Attorney

(SEAL)

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Mobilian	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Cosenza	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)



VIA EMAIL

December 13, 2024

City of Fruitland Park
Karen Manila
Interim City Manager
506 West Berckman Street
Fruitland Park, Florida 34731

**RE: CITY OF FRUITLAND PARK WATER, WASTEWATER AND RECLAIMED
WATER MASTER PLAN, RATE & IMPACT FEE STUDY UPDATE PROPOSAL**

SCOPE OF SERVICES:

Halff is pleased to submit for your approval the following engineering proposal for providing an update to the Water System Master Plan, the Wastewater System Master Plan, and the Reclaimed Water System Master Plan. In order for Halff to finalize the Wastewater and/or Reclaimed Water Master Plans, the City will need to determine whether to continue utilizing the Town of Lady Lake for wastewater treatment, or if the City of Fruitland Park will construct their own wastewater treatment plant. The schedule for completing the Wastewater/Reclaimed Water Master Plans will be driven by this City decision. This proposal also includes provisions for completing the Water, Wastewater and Reclaimed Water Rate and Impact Fee Studies for the City of Fruitland Park as outlined below.

SCOPE OF WORK:

PHASE 100: POTABLE WATER SYSTEM MASTER PLAN UPDATE

Halff will provide an update to the previously completed City of Fruitland Park Water System Master Plan to be utilized by the City in planning for expansion of the existing system and identifying estimated locations and costs for capital water system components. Capital water system components include capital waterlines, as well as water treatment plant components. The results of the Master Plan will be available for the City to utilize in scheduling major water system improvements. The results of the Master Plan will also give the City a tool for negotiations with potential developers of land within the City's service area, as related to capital improvements and associated impact fee credits for developer installed infrastructure. The Plan Update will include an update to the anticipated growth within the City Service Area, the level of service utilized by the City (demand per ERU), and updates to the construction costs for improvements identified within the plan. This analysis shall generally include the following information:



1. Review of the City's Utility Service Area with the Public Works Department and the City Planner for the purposes of determining the ultimate potential water population to be served within the 20-year planning future. Review of existing City operating records will be utilized to determine water use rates within the existing service area. The population projections and usage rates will be utilized to forecast future water demands.

Note: City Planner will provide Halff with the 20-year population projections necessary to complete the report. The population projections are a key component of the Plan, and active participation in this portion of the project is key to providing an accurate Plan for the City.

2. Evaluation of the existing infrastructure and determination and analysis of the proposed capital infrastructure required for the production, treatment, and distribution of potable water throughout the service area, as necessary to serve the 20-year projected demands. This task would include an analysis of the City's existing water treatment plants and providing recommendations for future plant expansions, as well as providing implementation schedules and updates to cost estimates for the expansions.
3. Halff will work with the City to prepare a new Capital Water Line Map, showing the location and size of all existing, as well as anticipated, future capital water lines needed to serve the City's service area. This task would include a schedule for implementation of capital line improvements, and cost estimates for said improvements.

FEE: \$29,300.00

Note: The City will provide Halff with the following information necessary for completing the Master Plan Update:

- Digital copies of all existing City water line maps, including sizes and locations
- Existing water treatment plant permits, as well as any engineering documentation utilized in obtaining said permits
- Monthly Operating Reports – 5 years
- EN50 Reports – 5 years
- Billing records, broken down by residential and commercial users – 3 years
- Copy of current Consumptive Use Permit
- Digital copies of the City's current Utility Service Area map, and any applicable Joint Planning Area maps and/or ISBA maps
- Digital copies of the City's FLUM and Zoning Maps
- List of outstanding, committed capacity reserved by future developments



PHASE 200: WATER SYSTEM HYDRAULIC MODEL UPDATE

Halff will provide for an update to the City's existing water system hydraulic model, to be utilized in planning for water system capital improvements.

FEE: \$17,900.00

PHASE 300: WASTEWATER AND RECLAIMED WATER SYSTEM MASTER PLAN

Based upon the City's decision on the option for future wastewater treatment (i.e. Continue with Town of Lady Lake or construct City-owned WWTP), Halff will provide an update to the previously completed Wastewater System Master Plan to be utilized by the City in planning for expansion of the existing collection and transmission systems, identifying estimated locations and costs for capital expansion components. In addition, due to the existing Agreement with the Town of Lady Lake expiring, this Plan will include the construction of a new Wastewater Treatment Plant to serve the City of Fruitland Park utility service area, should it become necessary. The report will also incorporate the creation of a reclaimed water component to utilize the reclaimed water produced by the proposed wastewater treatment plant, or receiving of reclaimed water from the Town of Lady Lake. The plan will provide a discussion of the land needs for the construction of a new wastewater treatment plant, both for the treatment works, as well as for the backup disposal areas, which will potentially be located offsite. The results of the Master Plan will be available for the City to utilize in scheduling major wastewater system and reclaimed water system improvements. The results of the Master Plan will also give the City a tool for negotiations with potential developers of land within the City's service area, as relates to capital improvements and associated impact fee credits for developer installed infrastructure. The Plan Update will include an update to the anticipated growth within the City Service Area, the level of service utilized by the City (demand per ERU), and updates to the construction costs for improvements identified within the plan. This analysis shall generally include the following information:

1. Review of the City's Utility Service Area with the Public Works Department and City Planner for the purposes of determining the ultimate potential wastewater population to be served within the 20-year planning future. Review of existing City operating records will be utilized to determine wastewater production rates within the existing service area. The population projections and usage rates will be utilized to forecast future wastewater generation.

Note: City Planner will provide Halff with the 20-year population projections necessary to complete the report. The population projections are a key component of the Plan, and active participation in this portion of the project is key to providing an accurate Plan for the City.



2. Evaluation of the existing infrastructure and determination and analysis of the proposed Capital infrastructure required for the collection and transmission of wastewater from throughout the service area, as necessary to serve the 20-year projected demands. This task would include an analysis of the City's existing wastewater system improvements, as well as providing implementation schedules and cost estimates for the capital improvements.
3. Halff will work with the City to prepare a new Capital Wastewater Line Map, showing the location and size of all existing, as well as anticipated, future capital force mains and lift stations anticipated for serving the City's service area.

For the Reclaimed Water portion of the Master Plan, Halff will develop a section within the Wastewater Master Plan for the City of Fruitland Park's service area. This Reclaimed Water master plan will include the following information:

- Analysis of the potentially available reclaimed water supply from the proposed City of Fruitland Park WWTP, or the Town of Lady Lake WWTP.
- Review of the City's water and wastewater service areas and identification of areas to extend reclaimed water service.
- Establishment of a reclaimed water level of service based upon historical water demand data.
- Projection of the number of future connections and reclaimed water demands within the service area.
- Recommended improvements to develop a reclaimed water system including storage, pumping, and distribution.
- Conceptual opinions of probable construction cost for the recommended improvements.
- Prioritization of improvements into an implementation plan.
- Identification of potential sources of funding for the construction of the required infrastructure.

FEE: \$52,000.00

Note: The City will provide Halff with the following information necessary for completing the Master Plan Update:

- Digital copies of all existing City wastewater and reclaimed water line maps, including sizes and locations
- Existing wastewater treatment plant operating permits, as well as any engineering documentation utilized in obtaining said permits
- Discharge Monitoring Reports – 5 years
- Billing records, broken down by residential and commercial users – 3 years
- Digital copies of the City's current Utility Service Area map, and any applicable Joint Planning Area maps and/or ISBA maps
- Digital copies of the City's FLUM and Zoning Maps
- List of outstanding, committed capacity reserved by future developments



PHASE 400: WATER & WASTEWATER SYSTEM RATE & IMPACT FEE STUDY UPDATE

Halff will contract with GovRates to provide for an update to the City's water, wastewater and reclaimed water systems Rate and Impact Fee Study.

The studies will include:

- Review of a reclaimed water service agreement with the Town of Lady Lake, if applicable
- Development of a financial model to determine the City's cost of providing water, wastewater and reclaimed water - Evaluation of pricing options for water, wastewater and reclaimed water service
- Development of a schedule of proposed water, wastewater and reclaimed water rates
- Preparation of a comparison of the proposed rates to those of neighboring utilities
- Development of a high-level overview of projected water, wastewater and reclaimed water system revenues, operating expenses, and capital costs and the impact on the City's utility enterprise fund
- Review of the fixed utility assets to determine the asset cost base appropriate for impact fee calculations
- Review of the multi-year capital improvement program developed in the Master Plan
- Reviewing the utility level of service standards
- Calculation of the impact fee per equivalent residential unit
- Preparation of a comparison of the proposed impact fees to those of neighboring utilities

FEE: \$37,180.00

PHASE 500: PRELIMINARY GEOTECHNICAL INVESTIGATION OF EFFLUENT DISPOSAL AREAS

Should the City opt to construct their own wastewater treatment plant, Halff will contract with Andreyev Engineering to provide for preliminary analyses of up to two separate properties to be utilized for effluent disposal, in order to determine if the proposed properties would be suitable for backup effluent disposal for the proposed WWTP.

FEE: \$18,425.00

**PHASE 600: PROJECT ADMINISTRATION**

The scope of services shall include administrative services necessary to coordinate aspects of the contract. These services shall include administrative project management duties, status review, accounting, and invoice review, and other miscellaneous duties as required.

FEE: \$3,500.00

PHASE 9999: REIMBURSIBLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed at cost.

FEE: \$3,000.00



FEE SUMMARY

PHASE	AMOUNT
PHASE 100	\$ 29,300.00
PHASE 200	\$ 17,900.00
PHASE 300	\$ 52,000.00
PHASE 400	\$ 37,180.00
PHASE 500	\$ 18,425.00
PHASE 600	\$ 3,500.00
PHASE 9999	\$ 3,000.00
SUBTOTAL	\$ 161,305.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Engineering Design or Permitting
2. Land Surveying
3. CUP Modifications

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

APPROVED

Engineer: Halff Associates, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED

Client:

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT INFORMATION FORM

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

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

BILLING CONTACT NAME & TITLE: _____

BILLING CONTACT EMAIL: _____

BILLING CONTACT PHONE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?

YES: _____ NO: _____

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

Is the property accessible? _____

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

NAME AND PHONE NUMBER: _____

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

SIGNATURE: _____

DATE: _____

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4d**

ITEM TITLE: Resolution 2025-008 Public Safety Complex - FY 2024-25 Budget Amendment

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: December 23, 2024

SUBMITTED BY: city attorney/interim city manager/city treasurer

BRIEF NARRATIVE: Resolution 2025-008 The Lake County Board of County Commissioners agreed to assist in the funding for the City of Fruitland Park's construction of the new Public Safety Complex which will house the County Fire Department as well as the city's Police Department. They agreed to an amount of \$2.5 million, and the original projection of fund disbursements was \$1.25 million for FY 2025, and \$1.25 million for FY 2026. **The full \$2.5 million was received November 2024.** This Budget Amendment enters the FY 2026 ARPA funds (A/C # 300-000-001-33477 BOCC Grant) into the FY2025 Capital Project Budget (A/C # 300-520-521-60628 PSC Construction Contract).

FUNDS BUDGETED: None

ATTACHMENT Proposed resolution and budget amendment.

RECOMMENDATION: Approve or deny Resolution 2025-008

ACTION: Adopt Resolution 2025-008.

RESOLUTION 2025-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PURSUANT TO SEC. 6.07 OF THE CITY CHARTER AMENDING THE 2024-2025 FISCAL YEAR BUDGET BY INCREASING REVENUES IN THE CAPITAL PROJECTS FUND IN THE AMOUNT OF \$1,250.000 RECEIVED FROM LAKE COUNTY, FLORIDA THAT WERE NOT ANTICIPATED FOR RECEIPT UNTIL 2026 AND INCREASING EXPENDITURES IN THE CAPITAL PROJECTS FUND FOR CONSTRUCTION OF THE PUBLIC SAFETY COMPLEX BY THE SAME AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2024-2025 Fiscal Year budget of the City of Fruitland Park was adopted on September 26, 2024; and

WHEREAS, it is necessary to amend the budget by increasing revenue received in the Capital Projects Fund because Lake County agreed to assist in funding construction of the public safety complex; however, \$1.25 million of the \$2.50 million appropriated by Lake County was not expected for receive until fiscal year 2025/2026; and

WHEREAS, Lake County sent and the City received \$2.50 million in fiscal year 2024/2025; and

WHEREAS, the City Commission desires to amend the City of Fruitland Park 2024-2025 Fiscal Year budget as set forth herein; and

WHEREAS, this budget amendment is being adopted in accordance with s.166.241(8)(a), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA:

Section 1. The City 2024-2025 budget adopted on September 26, 2024 is amended as set forth in Exhibit "A" attached hereto.

Section 2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this ____ day of January, 2025, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Interim City Clerk

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Cosenza	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Mobilian	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver
City Attorney

Passed and Adopted by the City Commission of the City of Fruitland Park on January 9, 2025.

CITY OF FRUITLAND PARK

Budget Amendment: Capital Projects #202501

FY2025

To: CITY MANAGER

Date: 23-Dec-2024

Prepared by: Gary Bachmann, Finance Director
Department Head

Approved: _____
City Manager

REVENUES:

Object name & # 300-000-001-33477 BOCC Grant Amount: 1,250,000 Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

EXPENDITURES:

Object name & # 300-520-521-60628 PSC Construction Contract Amount: 1,250,000 Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Object name & # _____ Amount: _____ Inc/Dec

Explanation: ARPA Funds received from the Board of County Commisioners to assist in the construction of the
new Public Safety Complex, originally projected to be received for FY 2025-2026, but actually
received for FY 2024-2025.

Approved by Commission: _____
Date

City Clerk

City Treasurer

Mayor

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4e

ITEM TITLE: Resolution 2025-001 Building Permit Fees Public Safety Building –FY 2024-25 Budget Amendment

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: December 23, 2024

SUBMITTED BY: city attorney/interim city manager/city treasurer

BRIEF NARRATIVE: Permit fees comprising of various building inspections, city impact fees, and county impact fees were not budgeted for FY2025. It is recommended that these fees totaling \$223,205 should be paid from the interest earned off of the ARPA funds received for the construction of the new Public Safety Complex. The ARPA interest earned balance is \$666,553 as of September 30, 2024. This would be the first draw out of the ARPA Interest Earnings Balance.

FUNDS BUDGETED: None

ATTACHMENT Proposed resolution and budget amendment.

RECOMMENDATION: Approve or deny Resolution 2025-001 and approve budget amendment #202502

ACTION: Adopt Resolution 2025-001.

RESOLUTION 2025-001

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PURSUANT TO SEC. 6.07 OF THE CITY CHARTER AMENDING THE 2024-2025 FISCAL YEAR BUDGET BY INCREASING EXPENDITURES IN THE CAPITAL PROJECTS FUND IN THE AMOUNT OF \$223,205 FOR PAYMENT OF BUILDING INSPECTIONS AND CITY AND COUNTY IMPACT FEES NOT BUDGETED IN THE 2024-2025 FISCAL YEAR BUDGET FOR CONSTRUCTION OF THE PUBLIC SAFETY COMPLEX AND DECREASING EXPENDITURES IN THE GENERAL FUND ARPA INTEREST EARNINGS ACCOUNT BY THE SAME AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2024-2025 Fiscal Year budget of the City of Fruitland Park was adopted on September 26, 2024; and

WHEREAS, it is necessary to amend the budget by increasing expenditures in the capital projects fund to pay for various building inspections, as well as City and County impact fees for construction of the public safety complex that were not budgeted in the 2024-2025 fiscal year; and

WHEREAS, sufficient funds are available in the general fund from ARPA interest earnings to cover the increased expenditures; and

WHEREAS, the City Commission desires to amend the City of Fruitland Park 2024-2025 Fiscal Year budget as set forth herein; and

WHEREAS, this budget amendment is being adopted in accordance with s.166.241(8)(a), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA:

Section 1. The City 2024-2025 budget adopted on September 26, 2024 is amended as set forth in Exhibit "A" attached hereto.

Section 2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this ____ day of January, 2025, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Interim City Clerk

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Cosenza	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Mobilian	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver
City Attorney

Passed and Adopted by the City Commission of the City of Fruitland Park on January 9, 2025.

CITY OF FRUITLAND PARK

Budget Amendment: PSC Permits #202502

FY2025

To: CITY MANAGER

Date: 23-Dec-2024

Prepared by: Gary Bachmann, Finance Director
Department Head

Approved: _____
City Manager

REVENUES:

Object name & #	Amount:	Inc/Dec
Object name & #	Amount:	Inc/Dec
Object name & #	Amount:	Inc/Dec
Object name & #	Amount:	Inc/Dec
Object name & #	Amount:	Inc/Dec
Object name & #	Amount:	Inc/Dec

EXPENDITURES:

Object name & #	001-520-524-30340 Contractual Services Permit	Amount:	223,205	Inc/Dec
Object name & #	001-000-000-15133 American Rescue Act Interest Earnings	Amount:	223,205	Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec

Explanation: To transfer monies from the cities fund account (SBA Investments) specifically from the interest
earned on the ARPA funds. The Interest Earnings from the ARPA funds at FY end 2024
is \$666,553. These permit fees include building inspectors, city and county impact fees
which were originally thought to be able to be waived therefor not budgeted.

Approved by Commission: _____
Date

City Clerk

City Treasurer

Mayor



Building and Zoning Department
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, FL 34731



ENTERED

INVOICE #
INV-688
Date Due: 11/30/2024

Scorpio Corporation
3911 West Newberry Road

Invoice Date: 10/31/2024

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount
BD24-0305	COMM_COMBO	911 ADDRESSING FEE		0	\$20.00
		ADMINISTRATIVE FEE		0	\$16,757.59
		APPLICATION FEE COMMERCIAL		0	\$50.00
		COMMERCIAL AC PERMIT		0	\$6,550.00
		COMMERCIAL BUILDING		0	\$53,237.50
		COMMERCIAL ELECTRIC		0	\$6,550.00
		COMMERCIAL PLAN RE-REVIEW		0	\$11,662.50
		COMMERCIAL PLAN REVIEW		0	\$26,618.75
		COMMERCIAL PLUMBING		0	\$6,550.00
		DBPR SURCHARGE	state fees	0	\$1,117.17
		DCA SURCHARGE		0	\$1,675.76
		FIRE IMPACT FEE COMMERCIAL		0	\$6,667.65
		FIRE INSPECTION		0	\$100.00
		FIRE PLAN REVIEW		0	\$448.50
		LAKE COUNTY FIRE ASSESSMENT FOR COMMERCIAL BUILDINGS		0	\$7,851.25
		LAKE COUNTY IMPACT ADMIN FEE		0	\$100.00
		POLICE IMPACT FEE COMMERCIAL		0	\$8,267.78
		ROAD IMPACT FEE COMMERCIAL		0	\$37,728.15
		SEWER IMPACT FEE COMMERCIAL		0	\$35,729.80
		UTILITY ADMIN FEE		0	\$25.00
		UTILITY DEPOSIT		0	\$100.00
		WATER IMPACT FEE COMMERCIAL		0	\$12,330.64
					\$240,138.04

Invoice Total: \$240,138.04

CHECK # 52239 - 223,205.45

Please send your payment to this address:



Cash Register Receipt

City of Fruitland Park

Receipt Number
R11002

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			\$223,205.45
BD24-0305 Address: 516 W Berckman Apn:			\$223,205.45
911 ADDRESSING FEE			\$20.00
911 ADDRESSING FEE	196 (01000-20808)	0	\$20.00
COMMERCIAL AC PERMIT			\$6,550.00
COMMERCIAL AC PERMIT	21 (01001-32200)	0	\$6,550.00
COMMERCIAL BUILDING			\$53,237.50
COMMERCIAL BUILDING	21 (01001-32200)	0	\$53,237.50
COMMERCIAL ELECTRIC			\$6,550.00
COMMERCIAL ELECTRIC	21 (01001-32200)	0	\$6,550.00
COMMERCIAL PLAN RE-REVIEW			\$11,662.50
COMMERCIAL PLAN RE-REVIEW	21 (01001-32200)	0	\$11,662.50
COMMERCIAL PLAN REVIEW			\$26,618.75
COMMERCIAL PLAN REVIEW	21 (01001-32200)	0	\$26,618.75
COMMERCIAL PLUMBING			\$6,550.00
COMMERCIAL PLUMBING	21 (01001-32200)	0	\$6,550.00
DBPR SURCHARGE			\$1,117.17
DBPR SURCHARGE	117 (01000-20802)	0	\$1,117.17
DCA SURCHARGE			\$1,675.76
DCA SURCHARGE	116 (01000-20800)	0	\$1,675.76
FIRE IMPACT FEE COMMERCIAL			\$6,667.65
FIRE IMPACT FEE COMMERCIAL	118 (01000-20811)	0	\$6,667.65
FIRE INSPECTION			\$100.00
FIRE INSPECTION	19 (01001-32201)	0	\$100.00
FIRE PLAN REVIEW			\$448.50
FIRE PLAN REVIEW	19 (01001-32201)	0	\$448.50
LAKE COUNTY FIRE ASSESSMENT FOR COMMERCIAL BUILDINGS			\$7,851.25
LAKE COUNTY FIRE ASSESSMENT FOR COMMERCIAL BUILDINGS	118 (01000-20811)	0	\$7,851.25
LAKE COUNTY IMPACT ADMIN FEE			\$100.00
LAKE COUNTY IMPACT ADMIN FEE	147 (01001-34346)	0	\$100.00
POLICE IMPACT FEE COMMERCIAL			\$8,267.78
POLICE IMPACT FEE COMMERCIAL	186 (01001-36322)	0	\$8,267.78

Date Paid: Tuesday, December 03, 2024

Paid By: City of Fruitland Park

Cashier: KF

Pay Method: CHECK 52238



Cash Register Receipt

City of Fruitland Park

Receipt Number
R11002

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			\$223,205.45
BD24-0305 Address: 516 W Berckman Apn:			\$223,205.45
ROAD IMPACT FEE COMMERCIAL			\$37,728.15
ROAD IMPACT FEE COMMERCIAL	118 (01000-20811)	0	\$37,728.15
SEWER IMPACT FEE COMMERCIAL			\$35,729.80
SEWER IMPACT FEE COMMERCIAL	185 (40301-36321)	0	\$35,729.80
WATER IMPACT FEE COMMERCIAL			\$12,330.64
WATER IMPACT FEE COMMERCIAL	184 (40001-36320)	0	\$12,330.64
TOTAL FEES PAID BY RECEIPT: R11002			\$223,205.45

Date Paid: Tuesday, December 03, 2024

Paid By: City of Fruitland Park

Cashier: KF

Pay Method: CHECK 52238

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4f

ITEM TITLE:	Resolution 2025-004 – Utility Impact Fee Agreement The Enclave at Lake Geneva
For the Meeting of:	January 9, 2025
Submitted by:	Anita Geraci-Carver
Date Submitted:	January 6, 2025
Funds Required:	None
Attachments:	Resolution 2025-004; Utility Impact Fee Agreement
Item Description:	Resolution 2025-004 – Utility Impact Fee Agreement The Enclave at Lake Geneva

Fruitland Park Development IV, LLC (the “Developer”) is developing The Enclave at Lake Geneva Project located on various parcels located between Lake Ella Road south to Spring Lake Road, in Fruitland Park, Florida. The Project currently consists of approximately 135.7 acres; however, the Developer is proposing to add 9.67 acres resulting in a total of 421 single-family units and eliminating the 82 approved townhome units.

It is necessary for utility lines to be extended from the City’s existing water and sewer mains. The Developer is responsible for designing, permitting and constructing all on-site utilities to City specification. The Agreement provides for the Developer to design, engineer, permit and construction the potable water main extension and wastewater force main extension. The City requires the Developer to upsize the water main and the wastewater force main beyond what is required to serve the Project. The City finds this necessary in order to serve other utility customers in the area. In exchange, the City will reimburse the Developer the difference in material costs between the cost of the line at the size required to serve the Project and the cost of the oversized line. Reimbursement is in the form of impact fee credits. If the reimbursement for water impact fees exceeds what is due from Developer for the Project, then the balance will be paid from the water impact fee fund.

The City will receive a copy of the material bids/proposals for review and approval prior to construction.

The agreement also contemplates the addition of property to the Project. In order to avoid an amendment to the Agreement, the Agreement states that in the even additional property/ies are added to the Project and the City requests the Developer upsize water or sewer mains, then the terms of this Agreement will govern relating to impact fee credits and reimbursements.

Action to be Taken: Motion to Approve or Deny Resolution 2025-004

Staff's Recommendation: Motion to Approve Resolution 2025-004

RESOLUTION 2025-004

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE UTILITY IMPACT FEE AGREEMENT BETWEEN THE CITY AND FRUITLAND PARK DEVELOPMENT IV, LLC RELATING TO A RESIDENTIAL PROJECT KNOWN AS THE ENCLAVE AT LAKE GENEVA GENERALLY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fruitland Park Development IV, LLC., a Florida limited liability company, is the owner of real property consisting of approximately 135.43 +/- acres more particularly described in the Utility Agreement (the “Property”), which has a future land use designation of MFHD as shown on the City of Fruitland Park Comprehensive Plan Future Land Use Map and zoning of PUD as more particularly depicted on the City of Fruitland Park’s zoning map.

WHEREAS, the Project is approved for development consistent with PUD Ordinance 2006-013 extended by Resolution 2018-043, and as amended in Ordinance 2022-012 recorded in Official Records Book 5974, Pages 2151-2171, Public Records of Lake County, Florida, which requires connection to the City’s potable water and wastewater utilities, and further provides for the City to reimburse the Owner for the cost of any upsizing required by the City

WHEREAS, Ordinance 2022-012 also adopted the First Amended and Restated Master Development Agreement requiring the Owner/Developer to construct at Owner/Developer’s expense, all on-site utility facilities as well as pay for the extension of facilities from City’s current point of connection, and transferred to the City as a contribution in aid of construction; and

WHEREAS, the City’s adopted capital improvement plan provides for construction of a water main and a sewer force main that would serve the Project and other developments in the northern portion of the City; and

WHEREAS, for the successful development of the property new and expanded utilities must be provided on a timely basis; and

WHEREAS, the Owner desires to design, engineer, permit and construct the water main and sewer force main and ancillary utility infrastructure improvements to ensure availability for the property; and

WHEREAS, the parties desire to set forth the terms and conditions of development relating to the Property.

WHEREAS, the City Commission finds it beneficial to the City of Fruitland Park and desires to approve the Agreement with the terms and conditions outlined therein.

WHEREAS, has home rule authority to take any action in the furtherance of the interest of the City that is not in conflict with general law, and taking action authorized in this resolution is not in conflict.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Utility Impact Fee Agreement, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the Agreement.

Section 3. This resolution shall take effect immediately upon its adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this ____ day of _____, 2025, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

SEAL

Interim City Clerk

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Cosenza	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Mobilian	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

Record and Return To:
City of Fruitland Park
506 West Berckman St.
Fruitland Park, FL 34731

UTILITY IMPACT FEE AGREEMENT

THIS UTILITY IMPACT FEE AGREEMENT (“Agreement”) is made and entered into by **FRUITLAND PARK DEVELOPMENT IV, LLC**, a Florida limited liability company, (the “**Owner**”), and the **City of Fruitland Park, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”).

W I T N E S S E T H

WHEREAS, Owner holds title to certain property situated in Lake County, Florida more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”) all of which lies within and is a part of The Enclave at Lake Geneva Project (the “**Project**”); and

WHEREAS, the Project consists of 135.7 +/- acres and is located between Lake Ella Road and South to Spring Lake Road; and

WHEREAS, the Project is approved for development consistent with PUD Ordinance 2006-013 extended by Resolution 2018-043, and as amended in Ordinance 2022-012 recorded in Official Records Book 5974, Pages 2151-2171, Public Records of Lake County, Florida, which requires connection to the City’s potable water and wastewater utilities, and further provides for the City to reimburse the Owner for the cost of any upsizing required by the City; and

WHEREAS, Ordinance 2022-012 also adopted the First Amended and Restated Master Development Agreement requiring the Owner/Developer to construct at Owner/Developer’s expense, all on-site utility facilities as well as pay for the extension of facilities from City’s current point of connection, and transferred to the City as a contribution in aid of construction; and

WHEREAS, the density was reduced from 3.11 units per acre to 2.93 units per acre and the maximum density was reduced to a maximum of 397 units in the Second Amended and Restated Master Development Agreement adopted by Ordinance 2023-012; and

WHEREAS, the City’s adopted capital improvement plan provides for construction of a water main and a sewer force main that would serve the Project and other developments in the northern portion of the City; and

WHEREAS, for the successful development of the Project new and expanded utilities must be provided on a timely basis; and

WHEREAS, the Owner desires to design, engineer, permit and construct the water main and sewer force main and ancillary utility infrastructure improvements to ensure availability for the Project;

and

WHEREAS, the City desires for Owner to upsize the water main from 8” needed to serve the Project to 12”, and upsize the sewer force main from 4” needed to serve the Project to 8” so the City can serve future development; and

WHEREAS, the City and Owner desire to set forth the following specific terms and conditions with respect to the utilities improvements.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration each to the other provided, the parties agree as follows:

1. **Recitals, Exhibits and Appendix.** The above recitals are true and correct, are incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are incorporated herein by reference and form a material part of this Agreement.
2. **Authority.** This Agreement is entered into pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and other applicable provisions of law.
3. **City Comprehensive Plan, and Development Regulations.** The Project shall be developed and operated in accordance with the City of Fruitland Park Comprehensive Plan, PUD Ordinance 2006-013 extended by Resolution 2018-043, as amended in Ordinance 2022-012, the First Amended and Restated Master Development Agreement, as further amended in Ordinance 2023-012, the Second Amended and Restated Master Development Agreement, and this Utility Impact Fee Agreement. Where in conflict, the provisions of this Utility Impact Fee Agreement shall govern.
4. **Water and Sewer Utilities.** The City’s existing potable water main and sewer force main will require extensions to serve the Project. Owner, at its own cost, shall design, engineer, permit and construct the water and sewer utility service infrastructure within the Property, a potable water main extension, and a wastewater force main extension (“Utility Upgrades”) as more particularly set forth below:
 - A. Approximately 820 feet 12” water main along Spring Lake Road right-of-way depicted on the Extension and Oversizing Locations map attached as **Exhibit B**.
 - B. Approximately 655 feet 12” water main within Lake Ella Road right-of-way depicted on the Extension and Oversizing Locations map attached as **Exhibit B**.
 - C. Approximately 1180 feet 8” sewer force main from the Project’s lift station to the western edge of the Project boundary as depicted in **Exhibit B** attached hereto.
 - D. Approximately 2300 feet 8” sewer force main from the City’s connection point at the City’s former wastewater facility to the Project lift station as depicted in **Exhibit B** attached hereto.
 - E. Approximately 2800 feet 12” water main through the Project as depicted in **Exhibit B** attached hereto.

All specifications and plans must be submitted to the City for review and approval prior to permitting and construction. Construction of all improvements shall be in accordance with the City of Fruitland Park’s requirements, FDEP standards and sound engineering practices. Prior to construction commencing, the Owner must submit to the City a copy of the material bids/proposals for the City’s review and approval.

In the event additional property/ies are added to the Project and the City requests the Owner upsize water or sewer mains associated with development of the additional property/ies, then the terms of this Agreement will govern relating to impact fee credits and reimbursements.

5. **Impact Fee Credits and Reimbursements.** If the Owner designs, engineers, permits and constructs the improvements set forth above, then the City shall reimburse Owner for the difference in material costs between the cost of the line at the size required to serve the Project and the cost of the oversized line as provided in the Second Amended and Restated Master Development Agreement recorded in O.R. Book 6228, Page 315, Public Records of Lake County, Florida (the “MDA”). Reimbursement will be in the form of impact fee credits equal to and no more than the documented actual cost of the difference in line size based on invoices from the contractor, certified by the Owner/developer and engineer of record, and reasonably approved by the City. In the event the reimbursement amount due to the Owner exceeds the water impact fee credit available for the Project, then the City will reimburse the Owner the balance using funds from the City’s Water Impact Fee Fund. Also as provided in the MDA, the Owner must pay water and sewer impact fees in an amount representing the difference between the impact fee credits applied to the Project, and the impact fees for the Project calculated at the time building permit application is submitted.

6. **Reservation by City.** The City reserves the right to design, engineer, permit and/or construct the Utility Upgrades if construction of the Utility Upgrades required in this Agreement has not commenced within one year from the issuance of permits by the City for the Utility Upgrades, or if at any time the City determines, in its reasonable discretion, that Owner will be unable to complete the Utility Upgrades on or before December 31, 2026 upon thirty (30) days written notice to Owner (“Takeover Notice”). To the extent that the Owner has installed any of the Utility Upgrades prior to the Takeover Notice, Owner shall be entitled to the credits for the costs of such installed Utility Upgrades as provided for in this Agreement.

7. **Representations and Warranties of Owner.** Owner, in addition to any other representations and warranties set forth herein, does hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by City. All of such representations and warranties are made to the best of Owner’s actual knowledge and belief.

A. Owner has the full right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of Owner hereunder.

B. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Owner of any provision of any agreement or other instrument to which Owner is a party nor shall it result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Owner.

C. Owner further represents and warrants that no public official or employee was paid a contingency fee, commission, gift, or other consideration by Owner as an inducement to entering into this Agreement.

8. **Representations and Warranties of City.** City, in addition to any other representations and warranties set forth herein, does hereby give and makes the following

representations and warranties, as of the date hereof, each of which is material and is being relied upon by Owner. All of such representations and warranties are made to the best of City's knowledge and belief.

A. City has the full right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of City hereunder.

B. This Agreement has been validly approved by City Commission, has been duly executed and delivered by City and the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

9. **Litigation and Attorneys' Fees.** If any party to this Agreement shall bring suit in connection with the enforcement or interpretation of any provisions hereof, the prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party (ies), in addition to any other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees and paralegals' fees incurred prior to trial, at trial and on appeal. The provisions of this subsection shall survive termination of this Agreement.

10. **Time of Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by either party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date specified herein falls on a Saturday, Sunday or legal holiday, the date shall be extended to the next succeeding business day.

11. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement may be executed and faxed to the other parties and that the executed fax shall be binding and enforceable as an original; the parties agree to fully execute two (2) originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

12. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or content of this Agreement nor the intent of any provision hereof.

13. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., facsimile device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Owner: FRUITLAND PARK
DEVELOPMENT IV, LLC
Attn: Manager Richard C. Wohlfarth

246 N. Westmonte Dr.
Altamonte Springs, FL 32714

To the City: City Manager
City of Fruitland Park
506 West Berckman St.
Fruitland Park, FL 34731

With a copy to: City Attorney
1560 Bloxam Avenue
Clermont, FL 34711

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

14. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The terms and provisions of this Agreement shall bind, and the benefits and advantages hereof shall inure to and be enforceable by, the parties hereto as well as their respective successors and permitted assigns. Whenever used herein, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Any causes of actions arising hereunder shall be tried in the court of competent jurisdiction in Lake County, Florida.

15. **Integrated Agreement, Waiver and Modification.** This Agreement (together with the documents specifically referred to herein) represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties hereto and to the detriment of the others, then the same must be in writing signed by all parties to whose detriment the modification, amendment or waiver inures.

16. **Severability.** If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, to the extent it is possible to do so without destroying the overall intent and effectiveness of the agreement or impairing its benefit to the City and the public, such portion shall be severed therefrom and deemed a separate, distinct, and interdependent provision, and the remainder of this agreement shall continue to be binding on the parties.

17. **Effective Date.** The Effective Date of this Agreement shall be the date on which the latter of the parties hereto have executed this Agreement.

18. **Further Assurances.** Each party hereto shall take all such additional actions and execute and deliver all such additional documents and instruments as may be reasonably required in order to fully effectuate all actions contemplated by this Agreement.

19. **Assignment.** Owner's rights and obligations under this Agreement shall be a covenant that runs with title to the Property and shall be assigned to and assumed by any successor in interest to Owner. The purpose, terms, and conditions contained herein shall be binding upon the Owner or any successor and/or assignee.

20. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties signed hereto and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

21. **Force Majeure.** Owner shall not be deemed to be in breach of this Agreement for failure to perform by any specified date due to acts of God, fire, flood, hurricane, epidemic, labor strike, act of terrorism, act of government, or any other cause or event beyond the reasonable control of and without fault of Owner. Under such circumstances, the dates so specified shall be extended for a period equal to the length of the delay caused by the force majeure, unless a different date or extension period is mutually agreed to by City and Owner.

22. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between City and Owner. Owner has no authority to act on behalf of, or otherwise obligate or bind, City in any manner. Each party hereby acknowledges that it is sophisticated and prudent in business transactions and is acting for its own account. Each party has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party hereby acknowledges that it is proceeding at its own risk and that the other party is not acting as a fiduciary for or an adviser to it with respect to this Agreement or any responsibility or obligation contemplated herein.

22. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of City hereunder.

23. **Enforcement.** In the event of any breach in any of the terms or conditions of this Agreement or any default or failure of Owner, successor, or assignee to comply with this Agreement, with the codes of the governmental agencies having lawful and appropriate jurisdiction thereon, this Agreement may be revoked after a public hearing before the City Commission. However, prior to holding a public hearing, the City must provide written notice to the Owner detailing the basis of the breach, default or failure to comply, and allow Owner 30 days to cure said breach, default, or failure.

24. Except to the extent modified herein, the terms and conditions set forth in the Agreement shall remain in effect.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, Owner and City have caused this Utility Agreement to be duly executed on the dates specified below.

“OWNER”

Signed, Sealed and Delivered
in the presence of:

FRUITLAND PARK DEVELOPMENT IV, LLC
a Florida limited liability company,

Print Name: _____
Address: _____

By: _____
Richard C. Wohlfarth as Its Manager

Date: _____

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to or affirmed and subscribed before me by means of ☒ physical presence or ☐ online notarization, this ____ day ____ of ____, 2024 by Richard C. Wohlfarth, Manager_of Fruitland Park Development IV, LLC, a Florida limited liability company on behalf of the company, and who is ☐ personally known to me or ☐ has produced _____ as identification.

(Print Name of Notary)
Notary Public – State of Florida
Commission Number: _____
My Commission Expires: _____

“CITY”

Signed, Sealed and Delivered
in the presence of:

CITY OF FRUITLAND PARK,
a Florida municipality

Print Name: _____
Address: _____

By: _____
Chris Cheshire, Mayor

Print Name: _____
Address: _____

ATTEST:

Interim City Clerk

APPROVED AS TO FORM AND LEGALITY
for use and reliance by the City of Fruitland Park,
Florida, only.

Anita Geraci-Carver, City Attorney

Exhibit A
Legal Description of Property

PARCEL 1:

The East 66 feet of the North 210 feet of the SE 1/4 of the NW 1/4 and the West 160 feet of the North 210 feet of the SW 1/4 of the NE 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

PARCEL 2:

The North 511 feet of the NW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 24 East, lying West of the Railroad, Lake County, Florida.

PARCEL 3:

The NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS: Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89°58'40" W, along the North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89°54'10" W, along the South line of the NE 1/4 of the NW 1/4 a distance of 209.28 feet; thence N 00°02'26" E, 1326.67 feet, to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89°58'40" E, along the North line of the NE 1/4 of the NW 1/4 a distance of 209.29 feet to the Point of Beginning. LESS the North 40 feet for right-of-way of Lake Ella Road.

FURTHER LESS AND EXCEPT any portion lying within the lands conveyed by that certain Warranty Deed recorded in Official Records Book 5942, Page 848, of the Public Records of Lake County, Florida.

PARCEL 4:

The East 240 feet of the N 1/2 of the SW 1/4 of the NW 1/4 and the West 550 feet of the N 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

PARCEL 5:

The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS the South 33 feet for road right of way for Spring Lake Road.

PARCEL 6:

Begin at the Northwest corner of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence East 1254 feet, thence South 210 feet, thence East 226 feet, thence North 210 feet, thence East to the Westerly right of way of the railroad, thence Southerly along said railroad right of way to South line of the SW 1/4 of the NE 1/4, thence West to the Southwest corner of the SE 1/4 of the NW 1/4, thence North 1320 feet to the Point of Beginning, LESS the West 550 feet of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East.

PARCEL 7:

Begin at the NE corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence South 900.5 feet, thence West 209.88 feet, thence South 209.88 feet, thence West 400.12 feet, thence North 1092.88 feet, thence East 610 feet to the Point of Beginning.

Begin at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, and run S 89°58'40" W, along said North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet, thence S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33, thence N 89°54'10" E, along said South line to the SE corner of the NE 1/4 of the NW 1/4, thence North along said East line of the NE 1/4 of the NW 1/4 to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.



[illegible]

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4g

ITEM TITLE: Public Hearing - Resolution 2025-006 Enclave at Lake Geneva Preliminary Plan – Lake Ella Road and South to Spring Lake Road – Petitioner: Fruitland Park Development IV, LLC

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: December 23, 2024

SUBMITTED BY: city attorney/interim city manager/city treasurer

BRIEF NARRATIVE: Resolution 2025-006 Preliminary Plan Approval (Parcel F); approximately 9.67 ± acres generally located south of Lake Ella Road, East of Taylor Mill Road and West of U.S. Highway 27/441. Petitioner: Fruitland Park Development IV, LLC (Richard Wohlfarth P.E.) on behalf of the owners (Michael A. and Maria C. Windhorst).

Applicant seeking to annex and re-zone approximately 9.67 ± acres to existing property, to develop 48 additional single-family homes consisting of 6,000 SF lots (50' X 120'), The Preliminary plan is inclusive of the entire proposed development for a total of 421 single family homes.

FUNDS BUDGETED: None

ATTACHMENT Proposed resolution, advertising affidavit, aerial map (of the 9.67 ± acres), and the overall preliminary plan.

RECOMMENDATION: The Planning and Zoning Board recommended approval of Resolution 2025-006 at its December 19, 2024 meeting.

ACTION: Adopt Resolution 2025-006.

RESOLUTION 2025-006

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAN APPROVAL OF ENCLAVE AT LAKE GENEVA GENERALLY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has petitioned for preliminary plat approval of Enclave at Lake Geneva consisting of a maximum of 421 residential dwelling units; and

WHEREAS, the subject property consisting of 145.10 +/- acres is zoned PUD and has a future land use of MFHD; and

WHEREAS, the Planning and Zoning Board and the City Commission have considered the application in accordance with Sec. 157.060(d) of the City of Fruitland Park Land Development Code and made recommendation to the City Commission; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the procedures for granting preliminary plan approval set forth in Sec. 157.060(d) of the City of Fruitland Park Land Development Code; and

WHEREAS, the City Commission finds that the Preliminary Plan for Enclave at Lake Geneva is in compliance with the City's land development regulations.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Granting Preliminary Plan Approval.

Approval of the Preliminary Plan for Enclave at Lake Geneva, a copy of which is attached hereto, is **GRANTED WITH CONDITIONS**.

Section 2. Conditions of Approval. Prior to the start of any construction activities, the Applicant shall resolve, to the satisfaction of the town manager or designee, the following Planning and Administrative matters:

- a. During the construction review process, the Applicant shall submit for approval by the City a detailed landscaping and irrigation plan that provides for trees to be planted outside of right-of-way and in locations that will not interfere with or adversely affect utility lines and sidewalks.
- b. During the construction review process, and prior to approval of construction plans, the Applicant must meet with Lake County to address to the County's satisfaction county road offsite improvements.
- c. Road connectivity to the property to the West must be added to the preliminary plat.

Section 3. **Effective Date.**

This resolution shall become effective immediately upon its passage.

PASSED AND RESOLVED this 9th day of January 2025, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

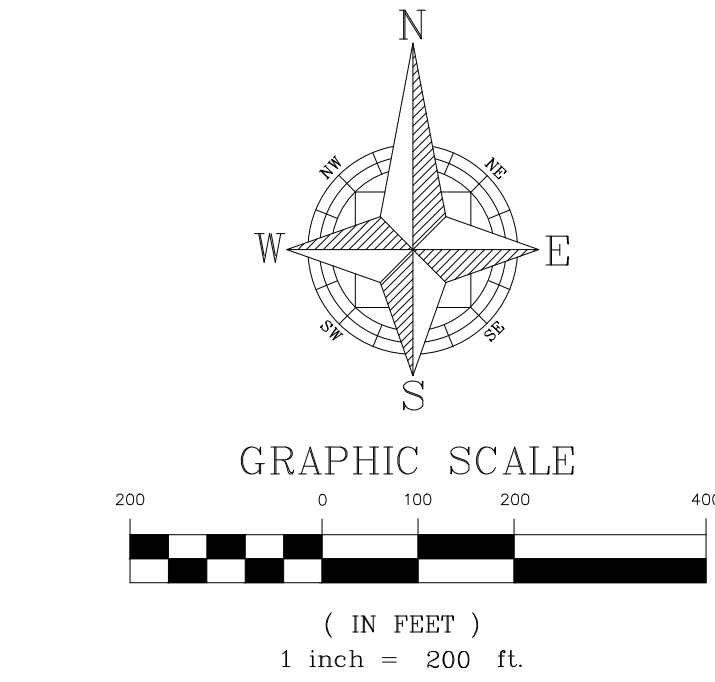
ATTEST:

Interim City Clerk

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Mobilian	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Cosenza	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney



DEVELOPER:

FRUITLAND PARK DEVELOPMENT IV, LLC
ATTN: RICHARD C. WOHLFARTH P.E.
246 N. WESTMONTA DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
OFFICE 407-750-3123, CELL 407-350-9090

ENGINEER/PLANNER/SURVEYOR:

WOHLFARTH CONSULTING GROUP, LLC
246 N. WESTMONTA DRIVE,
ALTAMONTE SPRINGS, FL 32714
(407) 750-3123

ENVIRONMENTAL:

MODICA & ASSOCIATES, INC.
302 MOHAWK ROAD
CLERMONT, FLORIDA, 34711
(321) 689-6592

1. WATER, SEWER & REUSE WILL BE PROVIDED BY THE CITY OF FRUITLAND PARK.
2. FIRE PROTECTION WILL BE PROVIDED BY LAKE COUNTY.
3. STORMWATER WILL BE PERMITTED WITH SIRWMD AND WILL BE OWNED AND MAINTAINED BY THE HOA.
4. AMENITIES ARE NOT YET DETERMINED. THEY CAN CONSIST OF, BUT ARE NOT LIMITED TO, TOT LOT, POCKET PARKS, DOG PARK & PASSIVE RECREATION.
5. ALL PARKING REQUIREMENTS WILL BE PER THE MOST CURRENT CITY OF FRUITLAND PARK LAND DEVELOPMENT REGULATIONS.
6. AN ENHANCED LANDSCAPE BUFFER IS BEING PROPOSED ALONG THE WESTERN PORTION OF PARCEL "F" (TRACT Z) AS IS REASONABLY REQUESTED BY THE CITY TO BUFFER THE PROPERTY FROM THE CURRENT RURAL RESIDENTIAL USE OF THE ADJACENT PROPERTIES.
7. ADDITIONAL BUFFERING IS BEING PROVIDED ALONG THE SOUTHERN PORTION OF THE PROPERTY AS IS REASONABLY REQUESTED BY CITY TO BUFFER THE PROPERTY FROM THE RESIDENTS LOCATED ALONG SPRING LAKE ROAD.
8. EXISTING NATURAL LANDSCAPING VEGETATION MAY BE UTILIZED FOR AND AS PART OF LANDSCAPE BUFFERS WITH ADDED PLANTINGS IN LIEU OF STRICTLY PLANTED BUFFERS.

LAND USE	PARCELS A-E FRUITLAND PARK DEVELOPMENT IV, LLC ATTN: RICHARD C. WOHLFARTH, P.E. 246N. WESTMONTA DR. ALTAMONTE SPRINGS, FL OFFICE 407-750-3123 RWHLFARTH@WCGROUP.CO	PARCELS F MICHAEL A. AND MARIA C. WINDHORST 10720 KELLER ROAD CLARENCE, NEW YORK 14031
OWNER		
MICHAEL & MARIA WINDHORST		
10720 KELLER ROAD		
CLARENCE, NY 14031		

ACREAGE	135.43 AC (5,899,491 SF) + 9.67 AC = 145.10 AC
ALT KEY	1284490/1284503/1284511/1284805/1284821/1699223/1771617/1771625/3883988
EXISTING ZONING	PLANNED UNIT DEVELOPMENT (PUD)
EXISTING LAND USE	MULTIPLE - FAMILY HIGH DENSITY (MFHD)
PROPOSED ZONING	RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD)
BUILDING HEIGHT	35' MAX.
TOTAL UNITS	421 (SEE DEVELOPMENT SUMMARY THIS SHEET)

DENSITY	2.90 UNITS PER ACRE
OPEN SPACE REQUIRED	145.10 AC * 0.25 = 36.28 AC
OPEN SPACE PROVIDED	65.52 AC (45.15%) (INCLUDES LAKES/ WETLANDS)
FLOOD ZONE	ZONE A & ZONE X PER FEMA MAP # 12069C0170E, EFFECTIVE 12/18/2012

ZONING	NORTH: PUD (PLANNED UNIT DEVELOPMENT), A (AGRICULTURE) SOUTH: PFD (PUBLIC FACILITIES DISTRICT), A (AGRICULTURE) EAST: C-2 (GENERAL COMMERCIAL) WEST: PUD (PLANNED UNIT DEVELOPMENT), A (AGRICULTURE)
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FUTURE LAND USE	NORTH: MC (MIXED COMMUNITY), URBAN MEDIUM DENSITY SOUTH: INST (INSTITUTIONAL), URBAN MEDIUM DENSITY EAST: COMM (COMMERCIAL HIGH INTENSITY), IND (INDUSTRIAL) WEST: MFHD (MULTIPLE-FAMILY LOW DENSITY), SFMD (SINGLE FAMILY MEDIUM DENSITY) URBAN MEDIUM DENSITY
-----------------	---

SINGLE FAMILY DWELLING UNIT:	
BUILDING SETBACKS	50' LOTS FRONT 20'MIN (25' FRONT GARAGE) SIDE 5' SIDE 15' (BUILDING TO STREET) REAR 15'
MINIMUM LIVING AREA	1,200 SF
MINIMUM LOT WIDTH	50'
MINIMUM LOT AREA	6,000 SF (50x120)
MAX. IMPERVIOUS SURFACE RATIO (LOTS) 65%	
MIN. OPEN SPACE (TOTAL DEVELOPMENT) 25%	
40' LOTS	20'MIN (25' FRONT GARAGE) FRONT 20' SIDE 5' SIDE 15' (BUILDING TO STREET) REAR 15'
MINIMUM LIVING AREA	1,200 SF
MINIMUM LOT WIDTH	40'
MINIMUM LOT AREA	4,400 SF (40x110)
MAX. IMPERVIOUS SURFACE RATIO (LOTS) 65%	
MIN. OPEN SPACE (TOTAL DEVELOPMENT) 25%	

ECOLOGICAL SITE ASSESSMENTS WERE PREPARED BY MODICA AND ASSOCIATES DATED MAY 2022 AND AUGUST 2024. THE CONTRACTOR SHALL REVIEW BOTH REPORTS PRIOR TO ANY CONSTRUCTION, INCLUDING CLEARING, GRUBBING EARTHWORK ETC.

THE CONTRACTOR SHALL VERIFY THAT A TORTOISE RELOCATION PERMIT WAS ACQUIRED, AND ALL TORTOISES RELOCATED PRIOR TO ANY CONSTRUCTION TAKING PLACE.

THE CONTRACTOR SHALL VERIFY THAT A SANDHILL CRANE SURVEY HAS BEEN COMPLETED AND/OR NOT REQUIRED PRIOR TO ANY CONSTRUCTION. IF CONSTRUCTION IS ANTICIPATED TO OCCUR DURING NESTING SEASON, A FORMAL SURVEY SHOULD BE CONDUCTED TO CONFIRM WHETHER OR NOT THERE ARE NESTING SANDHILL CRANES. IF AN ACTIVE NEST IS OBSERVED, A BUFFER ZONE WILL NEED TO BE MAINTAINED DURING NESTING SEASON, UNTIL THE YOUNG HAVE FLEDGED.

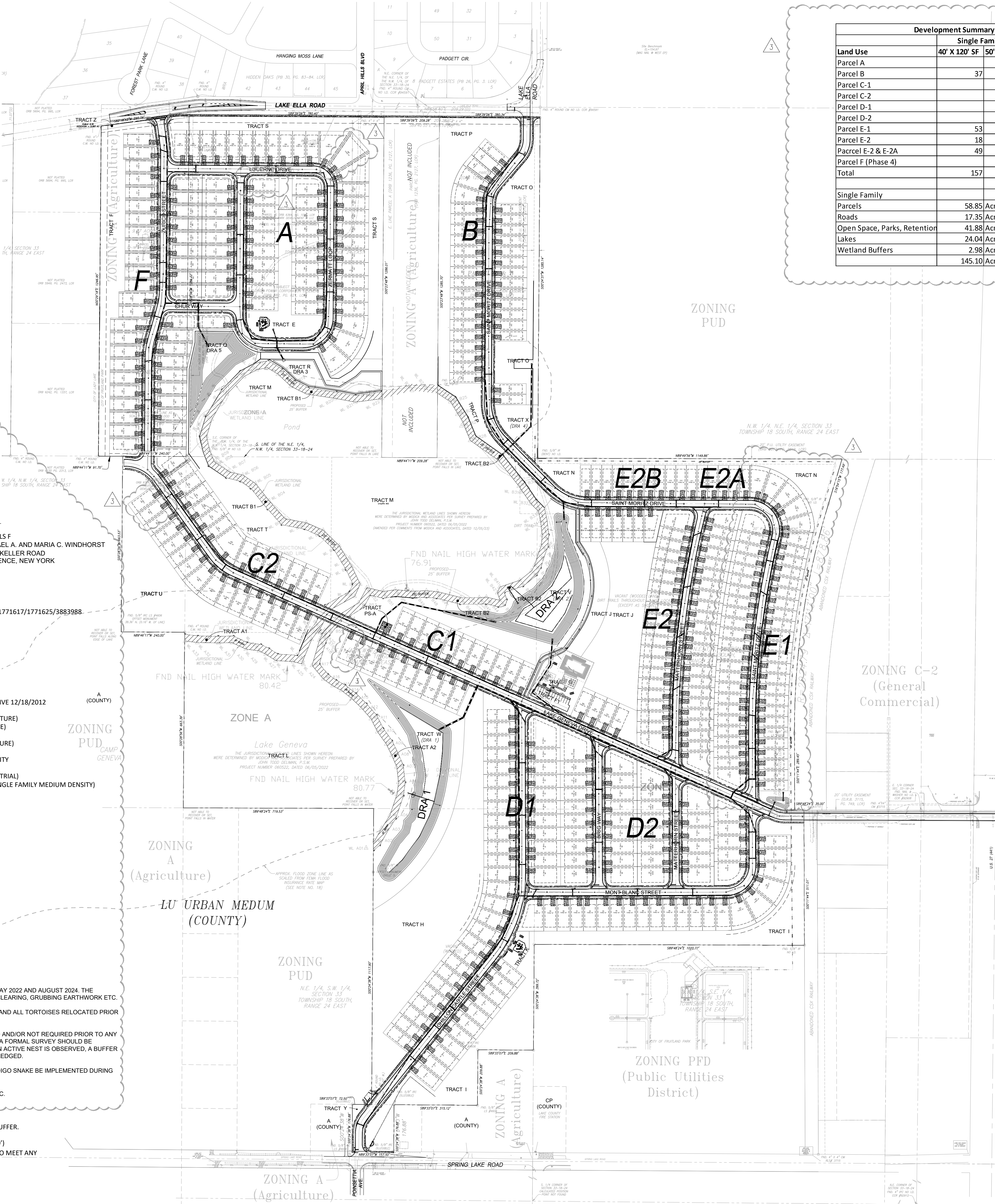
IT IS RECOMMENDED THAT THE STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE BE IMPLEMENTED DURING CONSTRUCTION ACTIVITIES. THIS REQUIRES PLACEMENT OF POSTERS ON THE PROJECT.

A TRAFFIC IMPACT ANALYSIS WAS PREPARED BY TRAFFIC AND MOBILITY CONSULTANTS, INC. IN 2023 AND UPDATE IN AUGUST OF 2024.

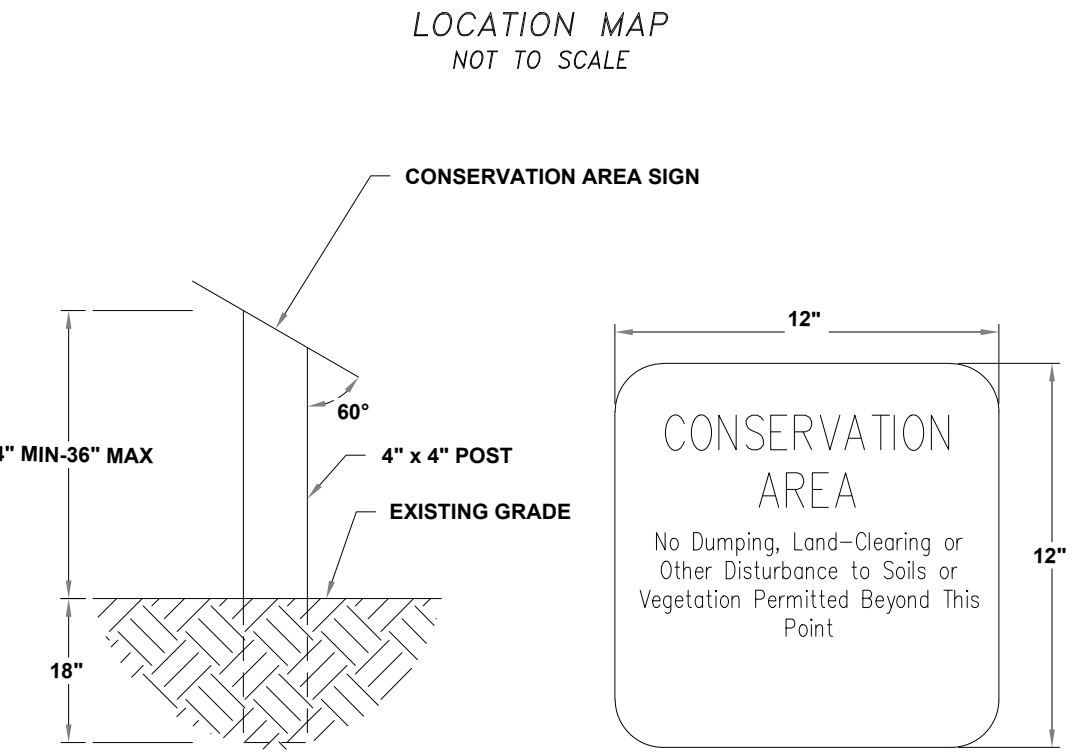
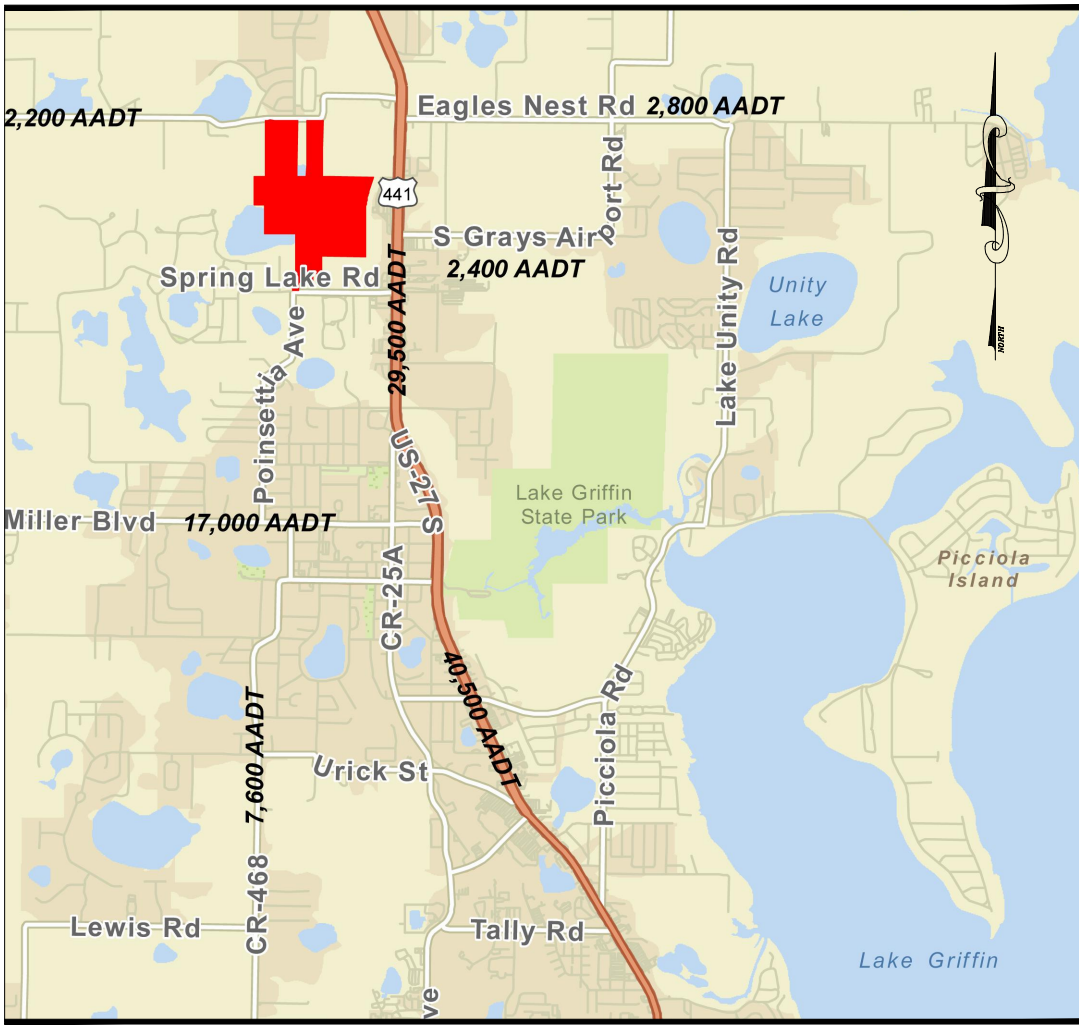
WETLANDS 35' FROM ORDINARY HIGH WATER LEVEL
WETLANDS: WETLANDS SHALL HAVE A 25' NON DISTURBED UPLAND BUFFER.

LANDSCAPE BUFFERS 25' (HEDGE, 2 CANOPY & 3 UNDERSTORY TREES EVERY 100')
WHERE A NATURAL BUFFER EXISTS , IT SHOULD BE USED TO MEET ANY LANDSCAPING REQUIREMENTS

WATER CITY OF FRUITLAND PARK
SEWER CITY OF FRUITLAND PARK
POWER CITY OF LEESBURG/DUKE POWER



Development Summary		
Land Use	Single Family	
	40' X 120' SF	50' X 120'
Parcel A		53
Parcel B	37	
Parcel C-1		21
Parcel C-2		30
Parcel D-1		53
Parcel D-2		59
Parcel E-1	53	
Parcel E-2	18	
Parcel E-2 & E-2A	49	
Parcel F (Phase 4)		48
Total	157	264
Single Family		421
Parcels	58.85 Acres	41%
Roads	17.35 Acres	12%
Open Space, Parks, Retention	41.88 Acres	29%
Lakes	24.04 Acres	17%
Wetland Buffers	2.98 Acres	2%
Total	145.10 Acres	100%



TYPICAL CONSERVATION AREA SIGN

NOT TO SCALE

NOTE:

THE SIGNS SHALL BE INSTALLED ON THE LANDWARD EDGE OF THE UPLAND BUFFER (NOT IN THE BUFFER). THE DIMENSIONS OF THE SIGN SHALL BE 12 INCHES BY 12 INCHES MINIMUM, AND AT LEAST 24 INCHES ABOVE GRADE. SIGN SPACING WILL BE AT EVERY 100 FEET OR AT EACH TURN IN DIRECTION

DESCRIPTION: THE ENCLAVE AT LAKE GENEVA

PARCEL 1:
THE EAST 66 FEET OF THE NORTH 210 FEET OF THE SE 1/4 OF THE NW 1/4 AND THE WEST 160 FEET OF THE NORTH 210 FEET OF THE SW 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:
THE NORTH 511 FEET OF THE NW 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LYING WEST OF THE RAILROAD, LAKE COUNTY, FLORIDA.

PARCEL 3:
THE NE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS: COMMENCE AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND RUN S 89°58'40" W, ALONG THE NORTH LINE OF THE NE 1/4 OF THE NW 1/4, A DISTANCE OF 380.35 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S 00°02'26" W, 1326.45 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 33; THENCE S 89°54'10" W, ALONG THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 33, THENCE N 89°58'40" E, 1326.67 FEET, TO A POINT ON THE NORTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 33; THENCE N 89°58'40" E, ALONG THE NORTH LINE OF THE NE 1/4 OF THE NW 1/4 A DISTANCE OF 209.29 FEET TO THE POINT OF BEGINNING. LESS THE NORTH 40 FEET FOR RIGHT-OF-WAY OF LAKE ELLA ROAD.

FURTHER LESS AND EXCEPT ANY PORTION LYING WITHIN THE LANDS CONVEYED BY THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5942, PAGE 848, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 4:
THE EAST 240 FEET OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4 AND THE WEST 550 FEET OF THE N 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 5:
THE SOUTH 209.88 FEET OF THE WEST 157.5 FEET OF THE EAST 682.5 FEET OF THE NE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 33 FEET FOR ROAD RIGHT OF WAY FOR SPRING LAKE ROAD.

PARCEL 6:
BEGIN AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN THENCE EAST 1254 FEET, THENCE SOUTH 210 FEET, THENCE EAST 226 FEET, THENCE NORTH 210 FEET, THENCE EAST TO THE WESTERLY RIGHT OF WAY OF THE RAILROAD, THENCE SOUTHERLY ALONG SAID RAILROAD RIGHT OF WAY TO SOUTH LINE OF THE SW 1/4 OF THE NE 1/4, THENCE WEST TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4, THENCE NORTH 1320 FEET TO THE POINT OF BEGINNING. LESS THE WEST 550 FEET OF THE NORTH 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST.

PARCEL 7:
BEGIN AT THE NE CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 800.5 FEET, THENCE WEST 209.88 FEET, THENCE SOUTH 209.88 FEET, THENCE WEST 400.12 FEET, THENCE NORTH 1092.88 FEET, THENCE EAST 610 FEET TO THE POINT OF BEGINNING.

PARCEL 8:
BEGIN AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND RUN S 89°58'40" W, ALONG SAID NORTH LINE OF THE NE 1/4 OF THE NW 1/4, A DISTANCE OF 380.35 FEET, THENCE S 00°02'26" W, 1326.45 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 33, THENCE N 89°54'10" E, ALONG SAID SOUTH LINE TO THE SE CORNER OF THE NE 1/4 OF THE NW 1/4, THENCE NORTH ALONG SAID EAST LINE OF THE NE 1/4 OF THE NW 1/4 TO THE POINT OF BEGINNING. LESS THE NORTH 40 FEET THEREOF FOR RIGHT-OF-WAY OF LAKE ELLA ROAD.

WINDHORST PARCEL:

THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

GENERAL NOTES:
IT IS RECOMMENDED THAT THE CONSTRUCTION SITE BE KEPT CLEAN OF TRASH, SO AS TO NOT ATTRACT BEARS INTO THE WORK ZONE.

NO PIERS, DOCKS OR OTHER IMPROVEMENTS HAVE BEEN PERMITTED AND NO INSTALLATION OF PIERS, DOCKS OR OTHER IMPROVEMENTS SHALL BE MADE WITHOUT A PERMIT.

WOHLFARTH CONSULTING
GROUP LLC
ENGINEERS & PLANNERS

ENCLAVE AT LAKE GENEVA
PRELIMINARY SUBDIVISION PLAN

DRAWN: JT
DESIGNED: JT
PROJECT: 2023-033
SHEET: 11/25/2024

SCALE: 1" = 200'

BUSINESS NO. 32108

NO 2004
RICHARD C. WOHLFARTH
P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER

NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ORIGINAL SEAL OF RICHARD C. WOHLFARTH, P.E.
FLORIDA P.E. #2004

The Villages® DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01224986** in the matter of

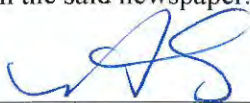
NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

DECEMBER 9, 2024

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously

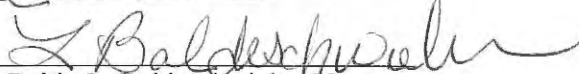
published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.



(Signature Of Affiant)

Sworn to and subscribed before me this 10

day of December, 2024.

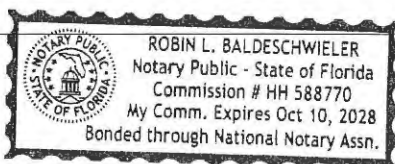


Robin L. Baldeschwieler, Notary

Personally Known X or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING RESOLUTION 2025-006

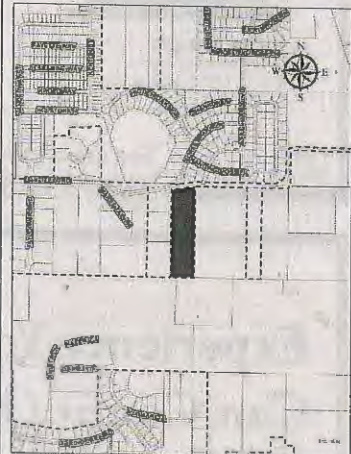
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAN APPROVAL OF ENCLAVE AT LAKE GENEVA GENERALLY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Resolution will be considered at the following public meetings:

Planning & Zoning Board
Meeting Thursday, December
19, 2024 @ 6:00 p.m.
City Commission Meeting
Thursday, January 9, 2025 @
6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Resolution and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed resolution.

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 upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



#1224986 December 9, 2024

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4h

ITEM TITLE: Second Reading and Public Hearing - Ordinance
2024-015 Adopting and Enacting New City of
Fruitland Park Code

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: Thursday, November 25, 2024

SUBMITTED BY: city attorney

BRIEF NARRATIVE: **Ordinance 2024-015 Adopting and Enacting New City of Fruitland Park Code.** The City Commission commissioned CivicPlus, LLC to codify the City's Code. The benefits of such a process are in part to identify inconsistent code provisions, duplicate language, clarify ambiguities, and bring code provisions into compliance with existing laws, if necessary. Once adopted the code is more accessible to the public and can easily be updated, on an as-needed basis online, as new ordinances are adopted.

The codification process has been completed and the new code is ready to be adopted. All ordinances adopted through October 26, 2023 are contained within the new code. Ordinances adopted subsequent to October 26, 2023, while not contained in the new code, remain in effect. (The first reading was held on December 12, 2024.)

FUNDS BUDGETED: \$3,900 - 001-510-511-30400

ATTACHMENT Proposed ordinance and business impact estimate.

RECOMMENDATION: Approval

ACTION: **Enact Ordinance 2024-015 to become effective immediately as provided by law.**

ORDINANCE NO. 2024-015

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF FRUITLAND PARK, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA:

Section 1. The Code entitled "The Code of Ordinances of the City of Fruitland Park, Florida," published by CivicPlus, LLC, consisting of Parts IIA (chapters 1 through 36) and IIB (chapters 150 through 168), each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before October 26, 2023, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 60 days, or by both such fine and imprisonment in the discretion of the court. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly

provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the City to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after October 26, 2023, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective upon passage by the City Commission of the City of Fruitland Park as provided by law.

PASSED AND ORDAINED this 9th day of January 2025, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, MAYOR

ATTEST:

Interim City Clerk

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor DeGrave _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Mobilian _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Cosenza _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

First Reading: December 12, 2024
Second Reading: January 9, 2025

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Commission, held on the 9th day of January 2025.

Interim City Clerk



Business Impact Estimate

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and **must be posted on the city's website not later than the time notice of the proposed ordinance is published in the newspaper.***

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF FRUITLAND PARK, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the city is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the city is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the city hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The ordinance codifies city ordinances adopted through October 26, 2023. The codification process identifies inconsistencies, duplicative language, ambiguities and allows for revisions to bring previously approved ordinances into compliance with current law. Adoption of the new code by ordinance serves a public purpose as the city's code is accessible to the public and easy to update, thereby serving the public welfare.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city, if any: No economic impact.
 (a) An estimate of direct compliance costs that businesses may reasonably incur; No costs of compliance.
 (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; No new charge or fee is imposed by the ordinance. and
 (c) An estimate of the city's regulatory costs, including estimated revenues from any new charges or fees to cover such costs. No regulatory costs are incurred. No revenues are generated as there are no new charge or fee being imposed by the ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: No impact on businesses.

4. Additional information the governing body deems useful (if any):
The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated individuals as well as businesses and, therefore, to the extent it affects businesses, the proposed ordinance does not affect only businesses.

The Villages® DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **1227218** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

DECEMBER 28, 2024

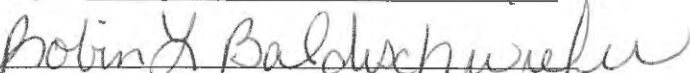
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously

published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.

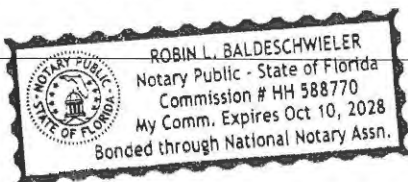


(Signature Of Affiant)

Sworn to and subscribed before me this 31
day of December 2024.


Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2024-015

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF FRUITLAND PARK, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

The proposed Ordinance will be considered at the following public meetings:

City Commission 2nd Reading Thursday, January 9th, 2025 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Ordinance and metes and bounds legal description of property (if applicable) may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will 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 upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4i

ITEM TITLE: Second Reading and Public Hearing - Ordinance 2024-012 Boundary Amendment (Annexation) – 9.67± Acres South of Lake Ella Road, East of Taylor Mill Road and West of US Highway 27/441 -- Petitioners: Michael A. and Maria C. Windhorst

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: Tuesday, November 25, 2024

SUBMITTED BY: city attorney/interim city manager/community development

BRIEF NARRATIVE: **Ordinance 2024-012 Annexation** - The Enclave at Lake Geneva Parcel F— for approximately 9.67 ± acres generally located south of Lake Ella Road, East of Taylor Mill Road and West of U.S. Highway 27/441.

Applicant seeking to add approximately 9.67 ± acres, to existing 135.7 ± acres, to develop 48 additional single-family homes consisting of 6,000 SF lots (50' X 120') to development, formerly known as Lake Saunders Grove (Ordinance 2023-012). Additional acreage to be developed would create a total of approximately 145.7 ± acres and change the total number of units from 397 to 416 single family homes (to this development currently known as *The Enclave at Lake Geneva*. The gross density would change from 3.25 units/acre to approximately 3.10 units/acre after anticipated modification of the PUD to delete 82 townhomes and replace with 53 single family units. (The first reading was held on December 12, 2024.)

FUNDS BUDGETED: None

ATTACHMENT Ordinance 2024-012, exhibit (location map), and advertising affidavit.

RECOMMENDATION: The Planning and Zoning Board at its November 1, 2024 meeting approved Ordinance 2024-012.

ACTION: **Enact Ordinance 2024-012 to become effective immediately as provided by law.**

ORDINANCE 2024 - 012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 9.67 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD, EAST OF TAYLOR MILL ROAD, AND WEST OF U.S. HIGHWAY 27/441; 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 DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Fruitland Park Development IV, LLC/Richard C. Wohlfarth, P.E., as Applicant, on Michael A. and Maria C. Windhorst, Owner, requesting that approximately 9.67 ± acres of real property generally located south of Lake Ella Road, east of Taylor Mill Road and west of U.S. Highway 27/441 (the "Property") be annexed to and made a part of the City of Fruitland Park; and

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

WHEREAS, this Ordinance has been advertised as required by law with a copy of said notice sent via certified mail to the Board of County Commissioners of Lake County as provided for by statute; and

WHEREAS, the Property is contiguous to the City limits and is reasonably compact; and

WHEREAS, the City Commission has determined that the area proposed for annexation meets the requirements of §171.044, Florida Statutes; and

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fruitland Park, Florida, as follows:

Section 1. The following described property consisting of approximately 9.67 acres of land generally located south of Lake Ella Road, east of Taylor Mill Road and west of U.S. Highway 27/441, contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

LEGAL DESCRIPTION: East ½ of the East ½ of the NW ¼ of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

Parcel Alternate Key No. 1699223

Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Department of State of Florida within seven (7) days after its passage on second and final reading. It shall further be submitted to the Office of Economic and Demographic Research within 30 days of approval along with a statement specifying the population census effect and the affected land area. F.S. 171.091, Florida Statutes.

Section 3. 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 4. 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. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the property annexed in the City Comprehensive Plan.

Section 6. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 9th day of January 2025.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

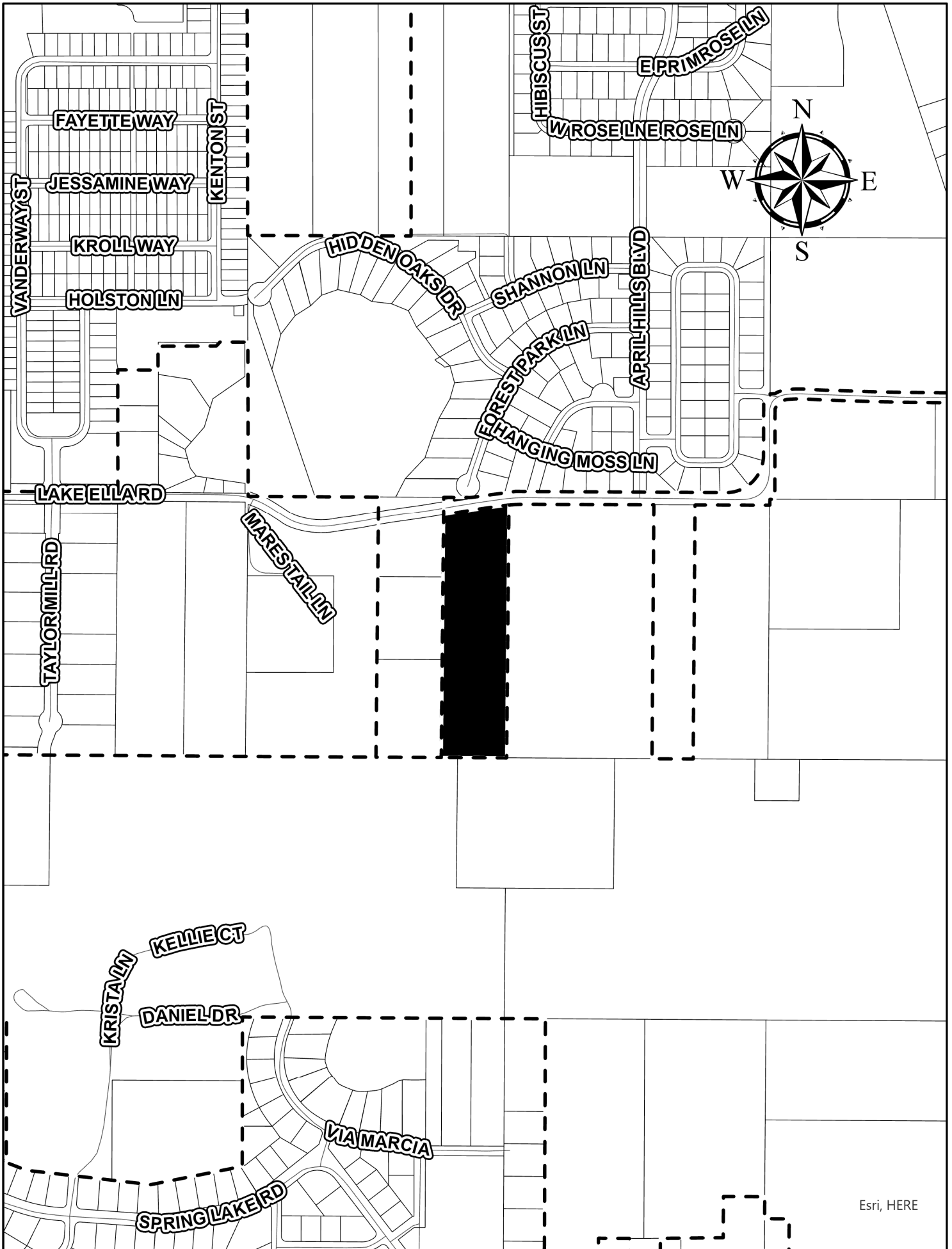
Interim City Clerk

Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice-Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Passed First Reading December 12, 2024
Passed Second Reading January 9, 2025

(SEAL)



The Villages[®] DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **1227220** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

DECEMBER 28, 2024

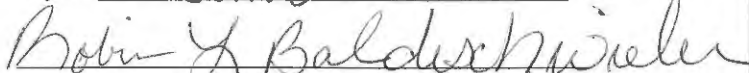
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously

published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.

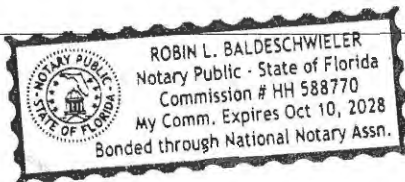


(Signature Of Affiant)

Sworn to and subscribed before me this 31
day of December 2024.


Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2024-012

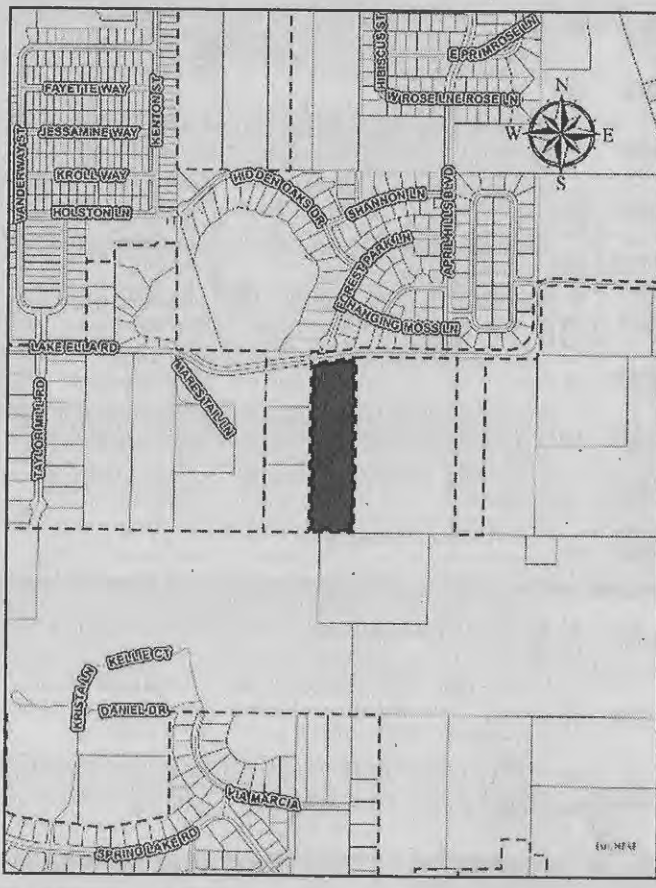
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 9.67 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD, EAST OF TAYLOR MILL ROAD, AND WEST OF U.S. HIGHWAY 27/441; 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 DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance will be considered at the following public meetings:

City Commission Reading Thursday, January 9th, 2025 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Ordinance and metes and bounds legal description of property (if applicable) may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will 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 upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4j

ITEM TITLE: Second Reading and Public Hearing - Ordinance 2024-014 Small-Scale Comprehensive Plan Amendment – 9.67± Acres South of Lake Ella Road, East of Taylor Mill Road and West of US Highway 27/441 -- Petitioners: Michael A. and Maria C. Windhorst

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: Tuesday, November 25, 2024

SUBMITTED BY: city attorney/interim city manager/community development

BRIEF NARRATIVE: Ordinance 2024-014 SSCPA and a forthcoming rezoning to receive city services and develop a proposed subdivision consisting of approximately 416 single family homes. (The first reading was held on December 12, 2024.)

FUNDS BUDGETED: None

ATTACHMENT Ordinance 2024-014, exhibit (existing and proposed future land use map), and advertising affidavit

RECOMMENDATION: The Planning and Zoning Board at its November 1, 2024 meeting approved Ordinance 2024-012.

ACTION: Enact Ordinance 2024-014 to be effective 31 days after adoption by the city commission.

ORDINANCE 2024-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM TO CITY OF FRUITLAND PARK MULTI-FAMILY HIGH DENSITY OF 9.67 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD, EAST OF TAYLOR MILL ROAD, AND WEST OF U.S. HIGHWAY 27/441; DIRECTING THE CITY MANAGER OR DESIGNEE 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, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Fruitland Park Development IV, LLC/Richard C. Wohlfarth, P.E., as Applicant, on Michael A. and Maria C. Windhorst, Owner, requesting that approximately 9.67 ± real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Multi-Family High Density" under the Comprehensive Plan for the City of Fruitland Park; and

WHEREAS, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Planning and Zoning Commission of the City of Fruitland Park and the Local Planning Agency for the City of Fruitland Park have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Commission of the City of Fruitland Park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF FRUITLAND PARK, FLORIDA, AS FOLLOWS:

Section 1: The following described property consisting of approximately 9.67± acres generally located south of Lake Ella Road, East of Taylor Mill Road, and West of Highway 27/441 as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Multi-Family High Density under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2: A copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Fruitland Park as a matter of permanent record of the City, matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

Section 3. Direction to the City Manager.

Upon the effective date of this ordinance, the City Manager is hereby authorized to amend the comprehensive plan and future land-use map as identified herein after compliance with F.S. 163.3187 and F.S. 163.3184(11).

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: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: Scrivener's Errors.

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

Section 7. Adoption

After adoption, a copy hereof shall be forwarded to the Florida Department of Commerce.

Section 8: This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 9th day of January 2025.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Interim City Clerk

Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice-Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Passed First Reading December 12, 2024

Passed Second Reading January 9, 2025

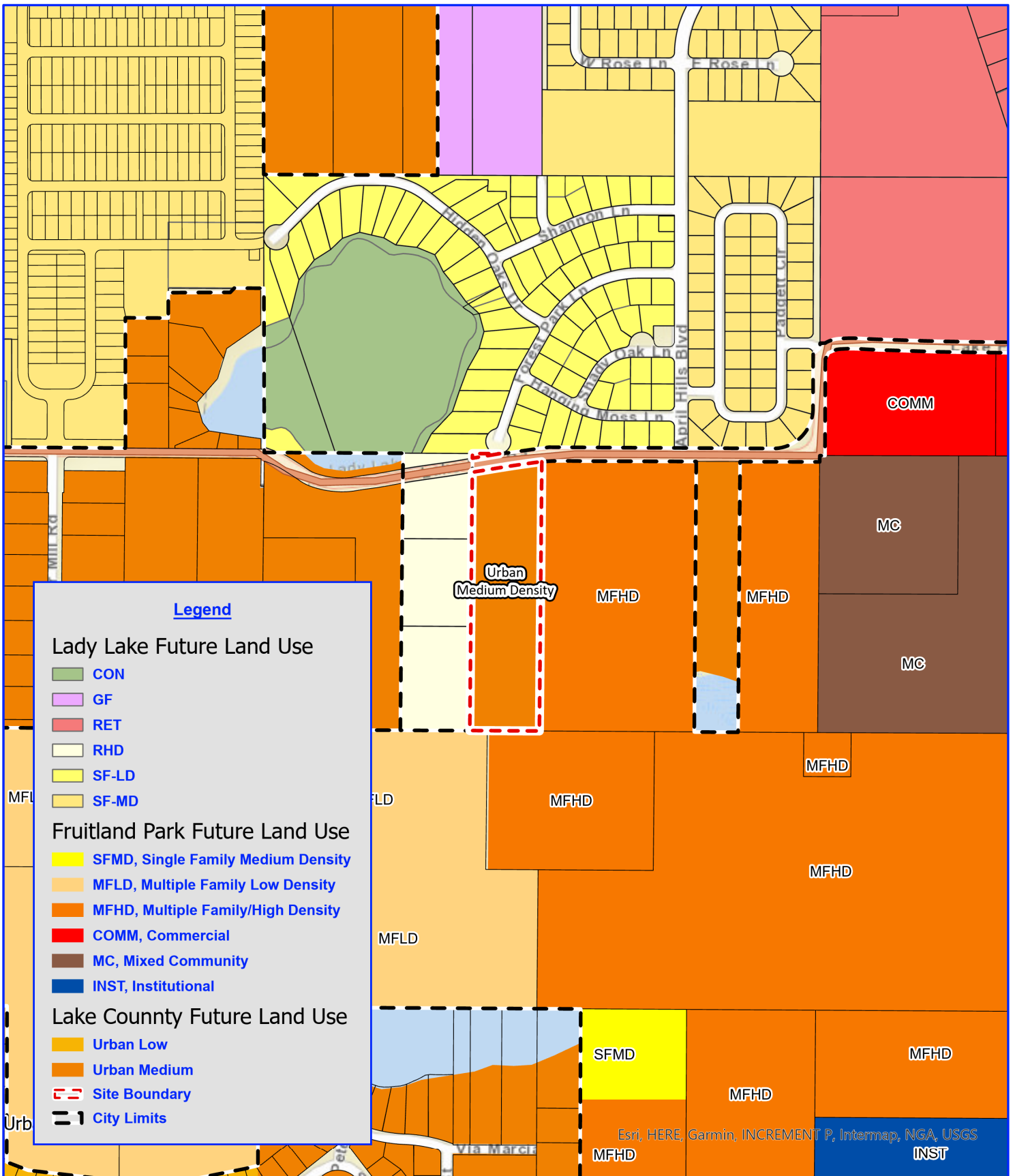
(SEAL)

“EXHIBIT A”

LEGAL DESCRIPTION: East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

Parcel Alternate Key No. 1699223

EXHIBIT “B”

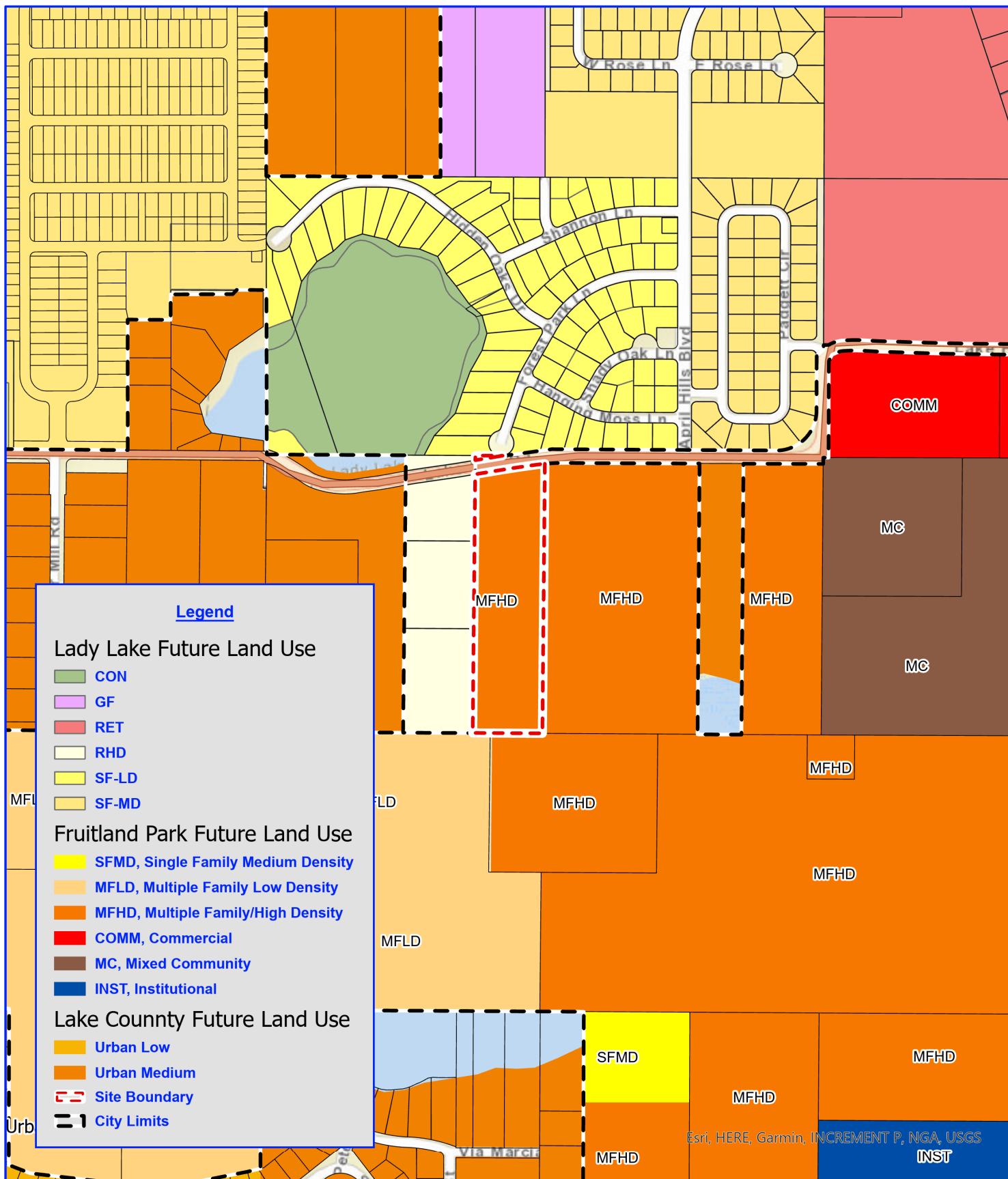


Enclave at Lake Geneva

Lake County, Florida
Existing Future Land Use Map

Project: 398/24/06
File: Enclave at Lake Geneva
Name: FLU
PM: S. Lindh
Date: July 31, 2024
Created By: T. Kalebaugh





150 0 150 300 450 600 750
Feet
Scale: 1:7,500

Enclave at Lake Geneva

Lake County, Florida
Proposed Future Land Use Map

Project: 398/24/06
File: Enclave at Lake Geneva
Name: FLU
PM: S. Lindh
Date: July 31, 2024
Created By: T. Kalebaugh



The Villages
DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

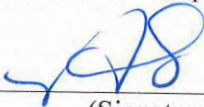
Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01219875** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

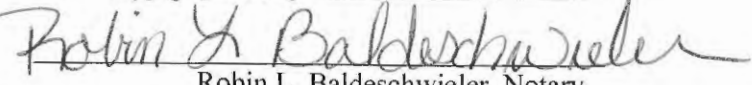
NOVEMBER 13, 2024

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.

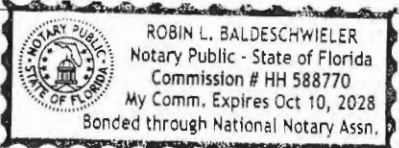


(Signature Of Affiant)

Sworn to and subscribed before me this 18
day of November 2024.


Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____



NOTICE OF PUBLIC HEARING
ORDINANCE 2024 - 014

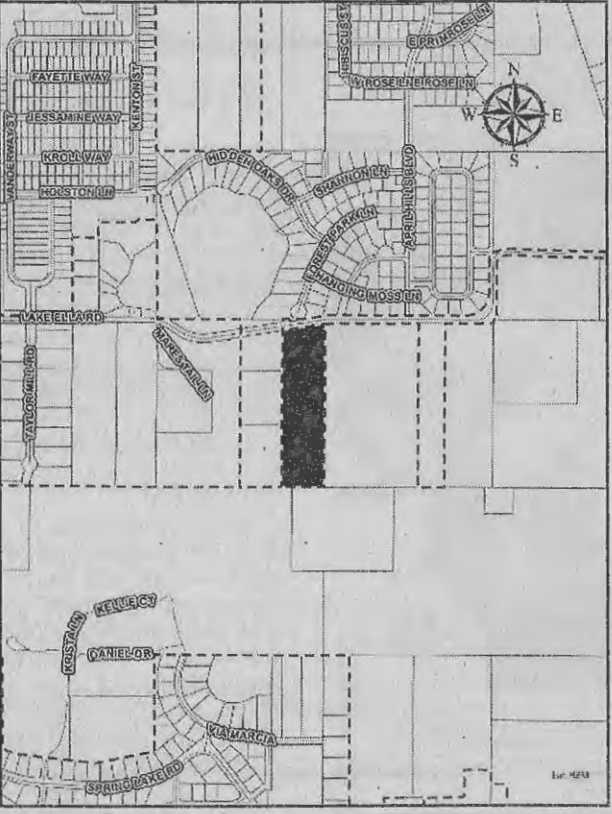
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM TO CITY OF FRUITLAND PARK MULTI-FAMILY HIGH DENSITY OF 9.67 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF LAKE ELLA ROAD, EAST OF TAYLOR MILL ROAD, AND WEST OF U.S. HIGHWAY 27/441; DIRECTING THE CITY MANAGER OR DESIGNEE 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, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance will be considered at the following public meetings:

Planning & Zoning Board Thursday, November 21, 2024 @ 6:00 p.m.
City Commission Reading Thursday, December 12, 2024 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Ordinance and metes and bounds legal description of property (if applicable) may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will 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 upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4k

ITEM TITLE: First Reading and Quasi-Judicial Public Hearing:
Ordinance 2025-001 – 3rd Amended and Restated
MDA – Petitioner: Fruitland Park Development IV, LLC

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: December 23, 2024

SUBMITTED BY: city attorney/interim city manager/community
development

BRIEF NARRATIVE: Ordinance 2025-001 PUD and Re-zone for The Enclave at Lake Geneva Parcel F for approximately 9.67 ± acres generally located south of Lake Ella Road, East of Taylor Mill Road and West of U.S. Highway 27/441. Petitioner: Fruitland Park Development IV, LLC (Richard Wohlfarth P.E.) on behalf of the owners (Michael A. and Maria C. Windhorst).

Applicant seeking to annex and re-zone approximately 9.67 ± acres to existing PUD, to develop 48 additional single-family homes consisting of 6,000 SF lots (50' X 120'), formerly known as Lake Saunders Grove (Ordinance 2023-012). Additional acreage to be developed would create a total of approximately 145.1 ± acres and change the total number of units from 397 to 421 single family homes (to this development currently known as The Enclave at Lake Geneva). The gross density would change from 3.25 units/acre to approximately 3.10 units/acre after anticipated modification of the PUD to delete 82 townhomes and replace with 53 single family units. Gross density excludes the water bodies. (The second reading will be held on January 24, 2025.)

FUNDS BUDGETED: None

ATTACHMENTS: Proposed Ordinance 2025-001, aerial map of parcel F, existing and proposed zoning and future land use maps.

RECOMMENDATION: The Planning and Zoning Board recommended approval of Ordinance 2025-001 at its December 19, 2024 meeting.

ACTION: Approve or deny Ordinance 2025-001.

ORDINANCE 2025-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, AMENDING ORDINANCE 2023-012, 2022-012 AND 2006-13 TO ADOPT A THIRD AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT CONSISTING OF APPROXIMATELY 145.1 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AMENDING THE CONCEPTUAL SITE PLAN; INCREASING THE ACREAGE, INCREASING THE DENSITY AND NUMBER OF RESIDENTIAL UNITS; PROVIDING FOR DESIGN STANDARDS; 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 the owner, Fruitland Park Development IV, LLC, a Florida limited liability company, requesting an amendment to the Master Development Agreement adopted by Ordinance 2006-13, extended in Resolution 2018-043, amended and restated in Ordinance 2022-012 and further amended and restated in Ordinance 2023-012; and

WHEREAS, the owner seeks to rezone 9.67 +/- acres of real property to residential PUD and develop the property as part of the previously approved Enclave at Lake Geneva project in accordance with the Master Development Agreement; and

WHEREAS, the owner seeks to add 48 single-family units (50' x 120' lots) to the development, eliminate 82 townhome units, and substitute 53 single-family units (40' x 120' lots).

WHEREAS, the property has a future land use designation of Multiple Family High Density Residential as shown on the City of Fruitland Park Comprehensive Plan Future Land Use Map; and

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

WHEREAS, the application bears the signature of all applicable parties; and

WHEREAS, the required notice has been properly published and provided as required by the City's Land Development Code and Florida Statutes; and

WHEREAS, the City Commission reviewed said application, the recommendations of the Planning and Zoning Board, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fruitland

Park, Florida, as follows:

Section 1. The following described property consisting of approximately 145.1 ± acres of land located between Lake Ella Road and south to Spring Lake Road, Fruitland Park, zoned Planned Unit Development shall hereafter be developed according to the Third Amended and Restated Master Development Agreement attached hereto as **Exhibit A**, which includes, but is not limited to, the Enclave at Lake Geneva Master Development Plan prepared by Wohlfarth Consulting Group, LLC dated November 2024 and architectural design standards. The property is more particularly described as:

LEGAL DESCRIPTION: See Exhibit B attached hereto: Parcel Alternate Key Nos. 1284490, 1284503, 1284511, 1284805, 1284821, 1771617, 1771625, 3883988 and 1699223.

Section 2. That as more particularly set forth in the Third Amended and Restated Master Development Agreement, density is decreased from 2.93 units per acre to 2.90 units per acre, and the maximum density is increased from a maximum of 397 units to a maximum of 421 units.

Section 3. That the zoning classification currently assigned remains and is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida. A map of the Property is attached as **Exhibit C**.

Section 4. 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 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. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. This Ordinance shall become effective in accordance with the law.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this ____ day of ____ 2025.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Interim City Clerk
(SEAL)

Anita Geraci-Carver, City Attorney

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Mobilian	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Cosenza	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

Passed First Reading : _____

Passed Second Reading: _____

EXHIBIT C TO THE MDA

**EXHIBIT A TO ORDINANCE
Third Amended and Restated Master Development Agreement**

[See Attached]

EXHIBIT C TO THE MDA

Third Amended and Restated Master Development Agreement

THIS THIRD AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT ("Agreement") entered and made as of the ____ day of _____ 2025, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and **FRUITLAND PARK DEVELOPMENT IV, LLC**, a Florida limited liability company, (hereinafter referred to as the "Owner/Developer").

RECITALS

1. The Owner/Developer previously annexed into the City of Fruitland Park approximately 145.1 acres of property currently located in unincorporated Lake County, Florida, described in **Exhibit "B"** attached to and incorporated in this Agreement (hereinafter referred to as the "Property").
2. The Property is currently zoned "Planned Unit Development" and governed by City Ordinance 2006-13, recorded at Official Records Book 3291, Pages 1582-1601, Public Records of Lake County, Florida, City Resolution No.2018-043, recorded at Official Records Book 5183, Pages 1447-1474, Public Records of Lake County Florida, City Ordinance 2022-012, recorded at Official Records Book 5974, Pages 2151-2171, Public Records of Lake County, Florida, and Ordinance 2023-012, recorded in Official Records Book 6228, Pages 315-334, Public Records of Lake County, Florida.
3. Owner/Developer wishes to further amend the Second Amended and Restated Master Development Agreement by adding additional property, increasing the number of residential units and eliminating the townhome units.
4. Owner/Developer 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 Fruitland Park has determined that amendment to the existing Master Development Agreement 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/Developer will fund and has funded certain public improvements and infrastructure to facilitate the development of the Property.
7. The Property is within the City limits and the City's Chapter 180, Florida Statutes, utility district, and Owner/Developer 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

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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 the ordinance and this Agreement are hereby deemed a part of thereof.

Section 2. Land Use/Development. Development of the Property (the "Project") shall be substantially consistent with the "Enclave at Lake Geneva Master Development Plan" prepared by Wohlfarth Consulting Group, LLC., dated November 2024 and attached hereto as **Exhibit "C"** (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development/Residential) zoning district and, subject to City approval after public hearing. As set forth further below, all land use issues addressed herein must be adopted by the City through its regular procedures before being effective.

Section 3. Density. Overall gross density for the Property shall not exceed 3.10 units per acre. Gross acreage is approximately 145.1 acres, and the maximum density shall not exceed 421 units.

Section 4. Phasing. Owner/Developer may develop the Property in four (4) separate phases and shall not proceed to sell lots or homes in subsequent phases until the infrastructure of the previous phase is 50% completed. However, phases may be graded, and infrastructure constructed simultaneously if Owner/Developer so chooses, and all City code provisions are followed.

The Phases are more specifically set forth below and are demarcated accordingly on the Plan.

The Village at Lake Geneva					
Table 2 Phasing Schedule					
Parcel	Phase	Area	Infrastructure Dates	Housing Dates	Units
A	4	50' X 120' Single Family Units	3/1/2025-6/1/2026	6/1/2026-6/1/2027	53
B	2	40' X 120' Single Family Units	3/1/2025-11/1/2026	11/1/2025-11/1/2027	37
C-1	1	50' X 120' Single Family Units	3/1/2025-3/1/2026	3/1/2026-3/1/2027	21
C-2	2	50' X 120' Single Family Units	3/1/2025-11/1/2026	11/1/2025-11/1/2027	30
D-1	1	50' X 120' Single Family Units	3/1/2025-3/1/2026	3/1/2026-3/1/2027	53
D-2	4	50' X 120' Single Family Units	3/1/2025-6/1/2026	6/1/2026-6/1/2027	59
E-1	3	40' X 110' Single Family Units	3/1/2025-3/1/2026	3/1/2026-3/1/2027	53
E-2	1	40' X 120' Single Family Units	3/1/2025-3/1/2026	3/1/2026-3/1/2027	67
F	4	50' X 120' Single Family Units	3/1/2025-6/1/2026	6/1/2026-6/1/2027	48
Totals					421

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Section 5. Development Standards. City and Owner/Developer agree that the unit mix for development of the Property shall be substantially as follows:

A. 40' Lots Single Family Dwelling Unit

1. Minimum Building Setbacks
 - A. Front: 20 feet
 - B. Front-Garage: 25 feet
 - C. Side: 5 feet
 - D. Side Street 15 feet
 - E. Rear: 15 feet
2. Minimum Living Area: 1,200 SF
3. Minimum Lot Width: 40 feet
4. Minimum Lot Area: 4,800 SF
5. Maximum Impervious Surface Ratio (Lots): 65%
6. Minimum Open Space (Total Development): 25%

B. 50' Lots Single Family Dwelling Unit

1. Minimum Building Setbacks
 - A. Front: 20 feet
 - B. Front-Garage: 25 feet
 - C. Side: 5 feet
 - D. Side Street 15 Feet
 - E. Rear: 15 feet
2. Minimum Living Area: 1,200 SF
3. Minimum Lot Width: 50 feet
4. Minimum Lot Area: 6,000 SF
5. Maximum Impervious Surface Ratio (Lots): 65%
6. Minimum Open Space (Total Development): 25%

~~C. Townhomes~~

- ~~1. Minimum Building Setbacks~~
 - ~~A. Front: 20 feet~~
 - ~~B. Front Garage: 25 feet~~
 - ~~C. Side: 10 feet (between building pads)~~
 - ~~D. Side: 12.5 feet (building to street)~~
 - ~~E. Side: 0 feet (between units)~~
 - ~~F. Rear: 15 feet, except 5' for patio, pool and screen structures~~

- ~~2. Minimum Living Area: 600 SF~~

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3. ~~Minimum Lot Width:~~ ~~20 feet~~
4. ~~Minimum Lot Area:~~ ~~2,000 SF~~
5. ~~Maximum Impervious Surface Ratio (Lots):~~ ~~75%~~
6. ~~Minimum Open Space (Total Development):~~ ~~25%~~
7. ~~Maximum Number of Attached Units~~ ~~8~~

- D. Building Heights. The maximum building height within the Property is 35 feet.
- E. Open Space: A minimum of 25% Open Space shall be provided within the Property Section.

Section 6. Residential Design Standards. Design Standards shall be as follows:

A. **Architectural features** - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout development.

- 1) Dormers
- 2) Gables
- 3) Recessed or raised entries.
- 4) Covered porch entries.
- 5) Cupolas
- 6) Pillars or decorative posts
- 7) Bay window (minimum 12-inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Front windows with arched glass tops and minimum 4-inch trim

B. **Building Materials** - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
- 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding

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would not be allowed under this option.).

- 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

Section 7. Homeowners Association. Owner/Developer shall establish a homeowner's association, which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas, unless some or all of those responsibilities are undertaken by a Community Development District pursuant to Section 8 below. Owner/Developer agrees to, at Owner/Developer's expense, provide landscaping and improvements to the park and recreation areas located within the Property as agreed to by City at site plan approval. Owner/Developer shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Section 8. Community Development District. Owner/Developer may establish a Community Development District ("COD") pursuant to and consistent with Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures as allowed by Section 190.12, F.S.

Section 9. Sidewalks. Owner/Developer agrees to construct sidewalks to City standards on at least two sides of all rights of way within the Property.

Section 10. Road Improvements. Owner/Developer shall be responsible for updating the previous traffic study at the time of submittal of the Phase I preliminary site plan for review and determination of any necessary improvements required by Lake County, and shall further be responsible for designing and constructing all transportation improvements based on such study and Lake County requirements. The City shall, under no circumstances, be financially responsible for the study and/or improvements.

Owner/Developer agrees to design and construct the Project with the future ability to connect to a street which may be constructed from U.S. 27/441 at the southern boundary of the existing automobile dealership west to the Project ("Street B"), and to provide a local road access from Street B westward through the Project, connecting to the property to the west of the Project.

The Owner will align and construct one of the proposed streets within the Property to meet the street stub being constructed on the Property to its western boundary line known as Spring Lake Road PUD.

Section 11. Lighting. Owner/Developer shall submit a site lighting plan in conjunction with the final site plan submittal for the Property for City approval. All exterior lighting shall be arranged to reflect light away from single-family residences and townhomes to the greatest extent possible while

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providing lighting adequate to ensure safety on road right of way. The poles and streetlights within the Property shall be installed by Owner/Developer and thereafter maintained by the HOA.

Section 12. Water, Wastewater, and Reuse Water. Owner/Developer and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater services (hereafter, "Utilities") exclusively through purchase from City when available. Owner/Developer 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. No private well will be allowed within the Property. Owner/Developer shall construct, at Owner/Developer'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 /Developer shall install a complete reclaim system including meters to each property (Public Works Director to approve meters before installation) that shall be temporarily fed by the domestic water system with a backflow device between the two systems. If reclaim water becomes available from the City before the installation of the Owner/Developer lines they shall tie reclaimed water system directly into the City's reclaim line provided at the northwest corner of the City's public works complex located on Spring Lake Rd. A sufficient easement shall be provided by the park located on the Owner/Developer's property adjacent to the northwest corner of the City's public works complex on Spring Lake Rd. to get a domestic water main and reclaimed water main to and from the city facility to the newly developed road.

All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. If any such improvements are oversized at the City's request, the City shall either provide impact fee credits to reimburse Owner/Developer for the materials directly related to such oversizing. If any utility improvements serve to provide any other property with connection ability which would not exist otherwise, the City and Owner/Developer will enter into a Pioneer Agreement with the Owner/Developer to provide for a pro-rata share reimbursement payment by such other property owner upon connection to the utility facilities, to the City or Owner/Developer.

Section 13. Impact Fees. Owner/Developer shall be required to pay impact fees as established by City from time to time, subject to any applicable credits.

Owner/Developer agrees to pay all other impact fees, including parks and recreation, police and fire rescue and any impact fees adopted after the execution of this Agreement for all units as building permits are issued for such units at the then existing rate. If impact fees increase from the time they are paid until the building permit is issued, Owner/Developer shall pay the incremental increased amount at the time building permits are issued. Prepayment of the utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner/Developer agrees to and understands that no capacity has been reserved and that Owner/Developer assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of platting and City is willing to allocate such capacity to Owner/Developer, Owner/Developer shall enter into a reservation agreement and any other utility agreements, or easements related to the Property as requested by City from time to time.

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Section 14. Landscaping/Buffers. Owner/Developer has reviewed the City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner/Developer shall install landscaping as depicted on a landscaping site plan submitted to the City for review and approval prior to such installation.

Owner/Developer shall, at its sole expense, install underground irrigation system on all common areas of the Property, as well as exercise and other measures reasonably necessary to ensure long-term maintenance of the landscaping.

If reuse water is not available at the time of construction of any phase, Owner/Developer may install a temporary irrigation well, in compliance and with all applicable permits from the St. Johns River Water Management District ("District"). Such temporary irrigation well shall be abandoned upon availability of reuse water from the City, in compliance with all City and District regulations.

Owner/Developer shall design and construct, at its sole expense, the interior landscaped areas and islands within the common and parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner/Developer shall maintain such areas until such maintenance responsibilities have been assumed by the HOA.

Owner/Developer acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner/Developer agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Owner/Developer agrees to construct all landscape buffers as required by City's Land Development Regulations. Developer further agrees to provide additional buffering along the southern portion of the Property as is reasonably requested by City to buffer the Property from the residents located along Spring Lake Road.

Existing natural landscaping vegetation may be utilized for and as part of landscape buffers with added plantings in lieu of strictly planted buffers.

Section 15. Stormwater Management. Owner/Developer agrees to provide at Developer'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 16. Concurrency. A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations will be required prior to any preliminary plat approvals or construction plan approvals. The Owner/Developer shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner/Developer shall be subject to any ordinance relating to Proportionate Share Mitigation.

Section 17. Issuance of Permits. After the approved Conceptual Site Plan and this Master

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Development Agreement is recorded, and prior to issuance of any permits for construction, excluding clearing and landfill, a preliminary plat and construction plans, shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

Section 18. Environmental Considerations. The Owner/Developer agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 19. Solid Waste Disposal Facilities. Owner/Developer shall provide for the townhomes solid waste disposal facilities that are adequately constructed, maintained, and screened to provide safe and non-disruptive refuse collection and disposal operations. Owner/Developer agrees that collection and transportation of solid waste within the Property shall not require any vehicles to back into any street or alley.

Section 20. Signage. Owner/Developer shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations unless City grants a waiver or variance pursuant to the City's Land and Development Regulations.

Section 21. Title Opinion. Owner/Developer shall provide to City, in advance of the City's execution of this Agreement, a title opinion of any 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/Developer and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 22. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended as well as regulations of county, state, local and federal agencies. All improvements and infrastructures shall be constructed to City standards.

Section 23. Due Diligence. The City and Owner/Developer 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/Developer from time to time in accordance with the City's applicable policies for the provision of said services.

Section 24. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in section 163.3243, Florida Statutes.

Section 25. Governing Law. This Agreement shall be constructed in accordance with the laws of the

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State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 26. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforced by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner/Developer to successive owners. Owners/Developer 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/Developer consents to the placements 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 27. Waiver, Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power privilege hereunder, not will any single or partial exercise or any right, power or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 28. Exhibits. All exhibits attached hereto and to the ordinance are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 29. 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:	Karen Manila, Interim City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 – Telephone: 352-360-6727
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 Telephone: 352-360-6727 - Anita Geraci-Carver, Esq, City Attorney Law Office of Anita Geraci-Carver 1560 Bloxam Ave Clermont, FL 34711 Telephone: 352-243-2801

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Copy to:	Fruitland Park Development IV, LLC c/o Richard C. Wohlfarth, P.E. 246 N. Westmonte Drive Altamonte Springs, Florida 32714 Telephone: 407-350-9090
Copy to:	Stephen V. Hoffman Attorney at Law 2426 East Las Olas Boulevard Fort Lauderdale, Florida 33301 Office: 954.334.2250

Section 30. 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/Developer from complying with the law governing said permitting requirements, conditions, terms, or restrictions.

Section 31. Term of Agreement. The term of this Agreement shall commence on the date this agreement is executed by both the City and Owner/Developer. Construction of the Project shall substantially commence on or before August 23, 2026. In the event the conditions of the Master Development Agreement have not been substantially constructed during the required time period, the term of agreement may be extended by mutual agreement of the City and the Owner provided the extension request is filed 90 days prior to the expiration date. Failure to file a timely extension request, the PUD shall be null and void.

Section 32. Amendments. Amendments to the provisions of this Agreement shall be made by the parties only in writing and by formal amendment.

Section 33. Severability. If any part of this 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 affected. To that end, this Developer's Agreement is declared severable.

Signature Pages to Follow

EXHIBIT C TO THE MDA

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

**FRUITLAND PARK DEVELOPMENT IV,
LLC**, a Florida limited liability company,

Witness Signature

Print Name
Address: _____

Signature
Andon Calhoun, Manager

Witness Signature

Print Name
Address” _____

Signature
Thomas McNamara, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____ 2025 by Andon Calhoun, Manager and Thomas McNamara, Manager of Fruitland Park Development IV, LLC, a Florida limited liability company, on behalf of the company. He/she/they are personally known to me or who have produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT C TO THE MDA

ACCEPTED BY THE CITY OF FRUITLAND PARK, FLORIDA

Approved as to form and Legality for use
and reliance by the City of Fruitland Park

By:
Chris Cheshire, Mayor

Date:

Attest:_____

Anita Geraci-Carver, City Attorney

Esther Coulson, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____ 2025 by Chris Cheshire as Mayor of the City of Fruitland Park, Florida, a Florida municipal corporation on behalf of the corporation, ☒ who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Printed Name:_____
Commission No.:_____
My Commission Expires:_____

EXHIBIT C TO THE MDA

EXHIBIT "B" TO ORDINANCE AND MDA

LEGAL DESCRIPTION

PARCEL 1: Alt. Key 1284490; Parcel 33-18-22-0003-000-02900

The East 66 feet of the North 210 feet of the SE 1/4 of the NW 1/4 and the West 160 feet of the North 210 feet of the SW 1/4 of the NE 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

PARCEL 2: Alt. Key 1284503; Parcel 33-18-24-0002-000-00801

The North 511 feet of the NW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 24 East, lying West of the Railroad, Lake County, Florida.

PARCEL 3: Alt. Key 1284511; Parcel 33-18-24-0001-000-00700

The NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS: Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89°58'40" W, along the North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89°54'10" W, along the South line of the NE 1/4 of the NW 1/4 a distance of 209.28 feet; thence N 00°02'26" E, 1326.67 feet, to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89°58'40" E, along the North line of the NE 1/4 of the NW 1/4 a distance of 209.29 feet to the Point of Beginning. LESS the North 40 feet for right-of-way of Lake Ella Road.

FURTHER LESS AND EXCEPT any portion lying within the lands conveyed by that certain Warranty Deed recorded in Official Records Book 5942, Page 848, of the Public Records of Lake County, Florida.

PARCEL 4: Alt. Key 1284805; Parcel 33-18-24-0002-000-00802

The East 240 feet of the N 1/2 of the SW 1/4 of the NW 1/4 and the West 550 feet of the N 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

PARCEL 5: Alt Key 1284821; Parcel 33-18-24-0002-000-00800

The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS the South 33 feet for road right of way for Spring Lake Road.

PARCEL 6: Alt. Key 1771617; Parcel 33-18-24-0003-000-02600

Begin at the Northwest corner of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence East 1254 feet, thence South 210 feet, thence East 226 feet, thence North 210 feet, thence East to the Westerly right of way of the railroad, thence Southerly along said railroad right of way to South line of the SW 1/4 of the NE 1/4, thence West to the Southwest corner of the SE 1/4 of the NW 1/4, thence North 1320 feet to the Point of Beginning, LESS the West 550 feet of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East.

EXHIBIT C TO THE MDA

PARCEL 7: Alt. Key 1771625; Parcel 33-18-24-0004-000-04600

Begin at the NE corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence South 900.5 feet, thence West 209.88 feet, thence South 209.88 feet, thence West 400.12 feet, thence North 1092.88 feet, thence East 610 feet to the Point of Beginning.

PARCEL 8: Alt. Key 3883988; Parcel 33-18-24-0002-000-10200

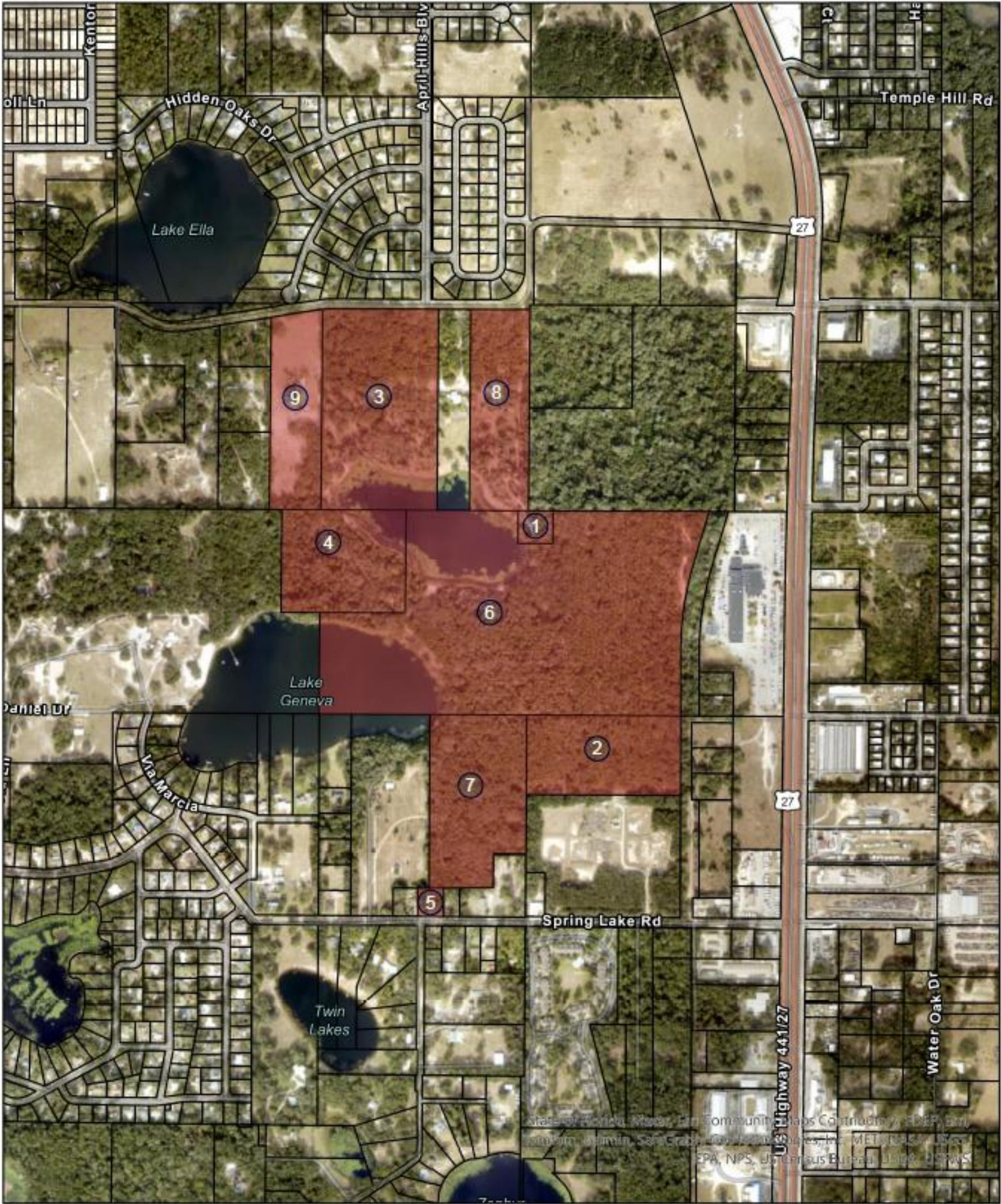
Begin at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, and run S 89°58'40" W, along said North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet, thence S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33, thence N 89°54'10" E, along said South line to the SE corner of the NE 1/4 of the NW 1/4, thence North along said East line of the NE 1/4 of the NW 1/4 to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

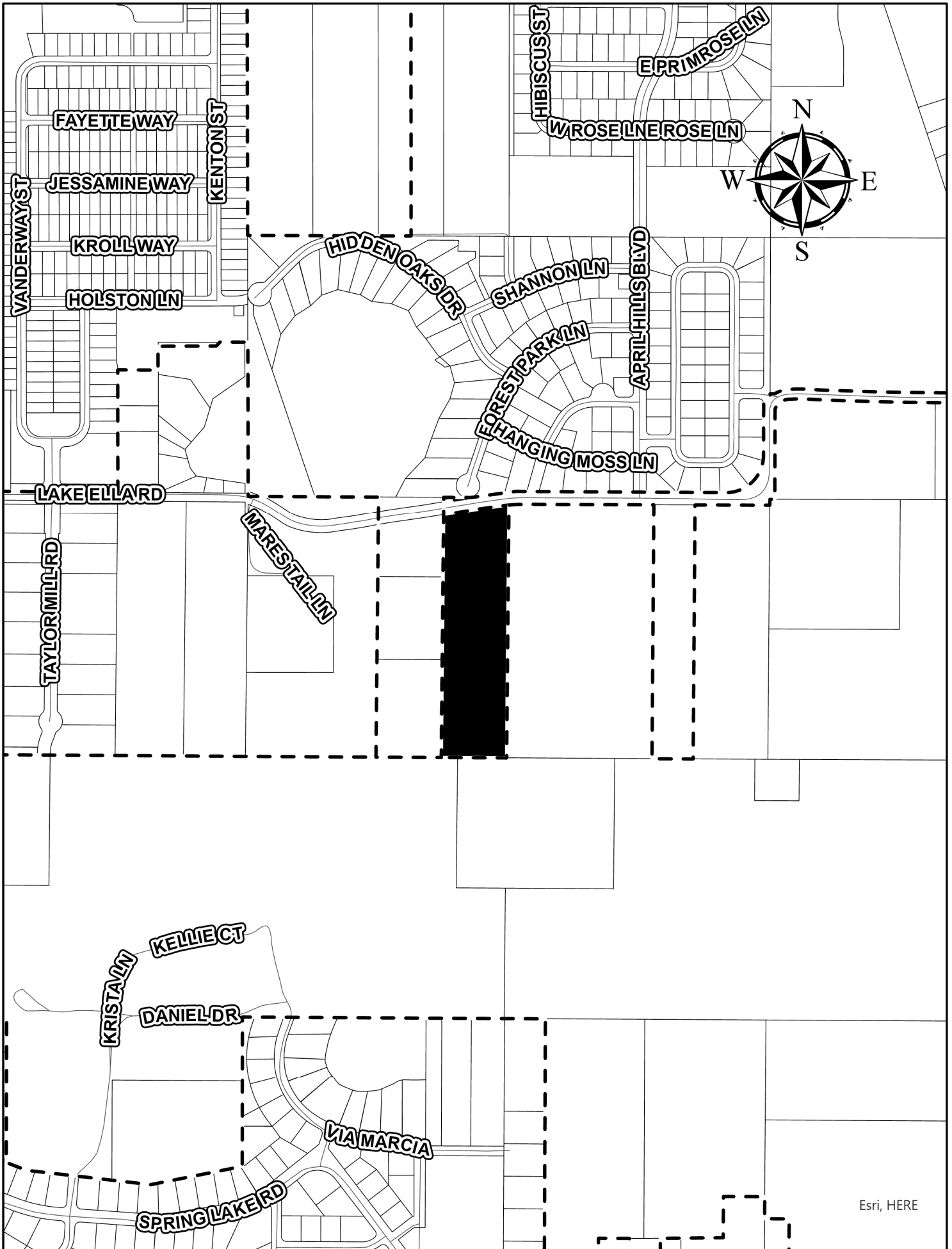
AND

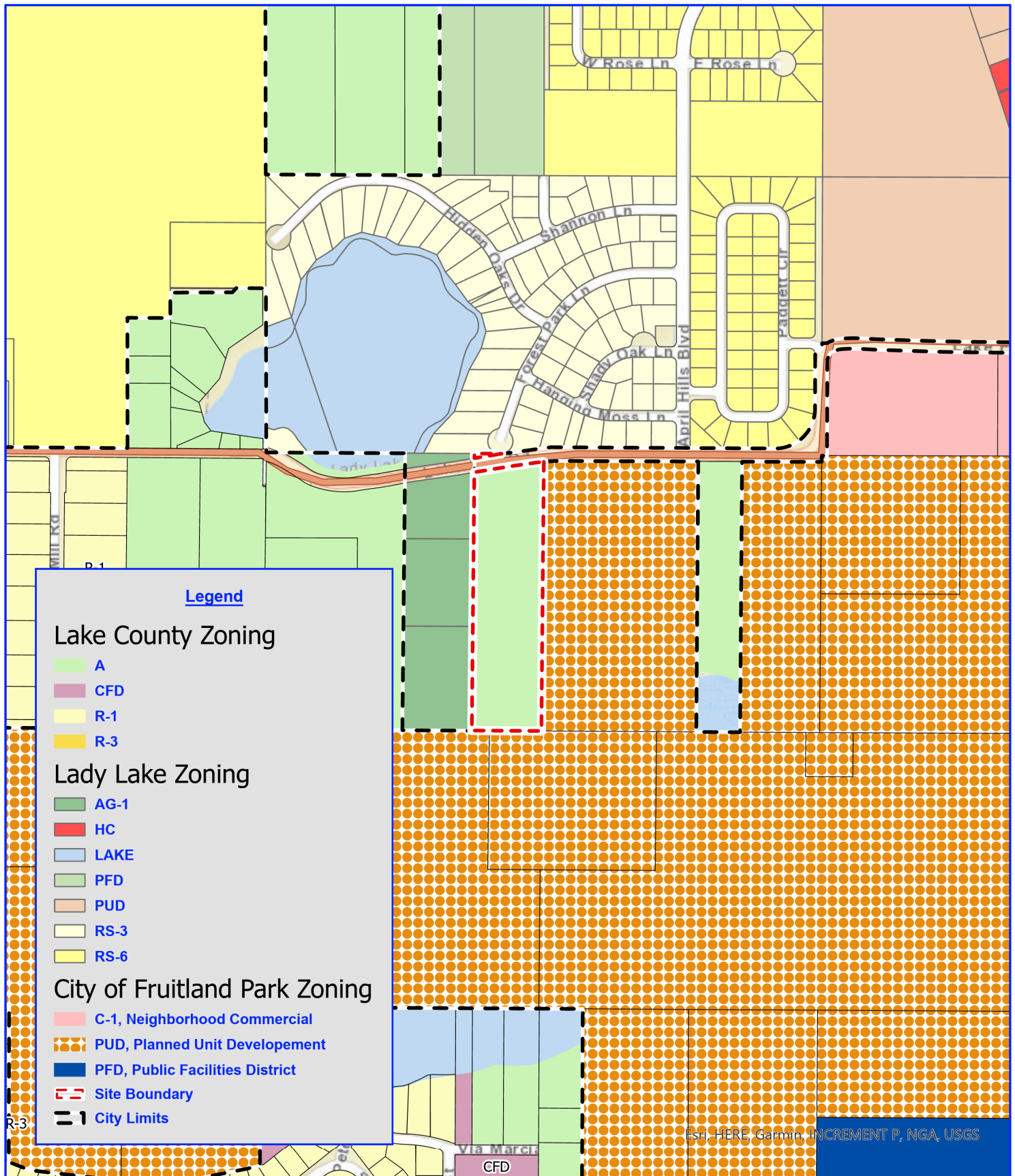
Parcel Alternate Key No. 1699223; Parcel 33-18-24-0002-000-02100

East ½ of the East ½ of the NW ¼ of the NW ¼ of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

EXHIBIT "C" TO ORDINANCE
MAP

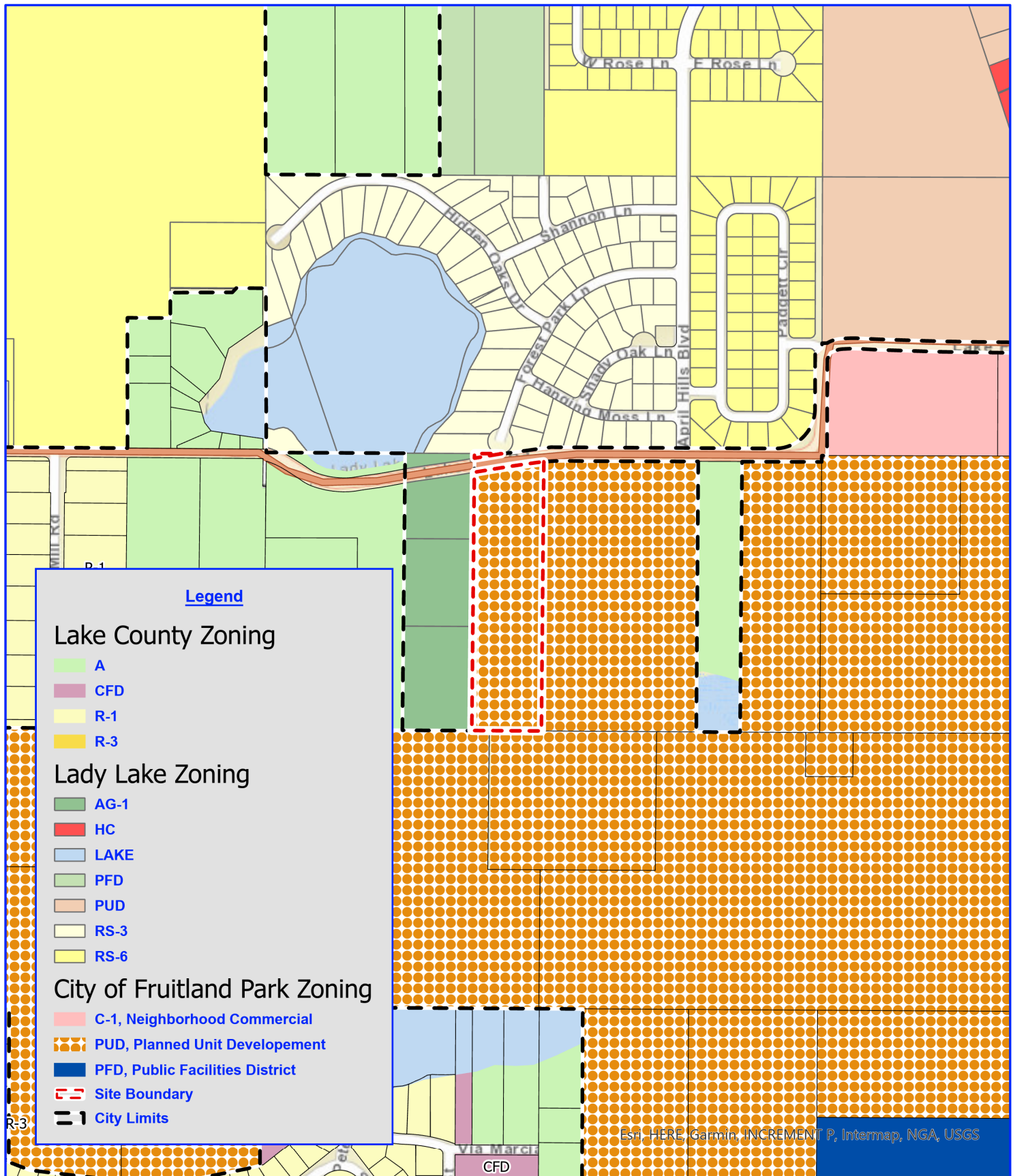






Enclave at Lake Geneva

Lake County, Florida
Existing Zoning Map



Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS



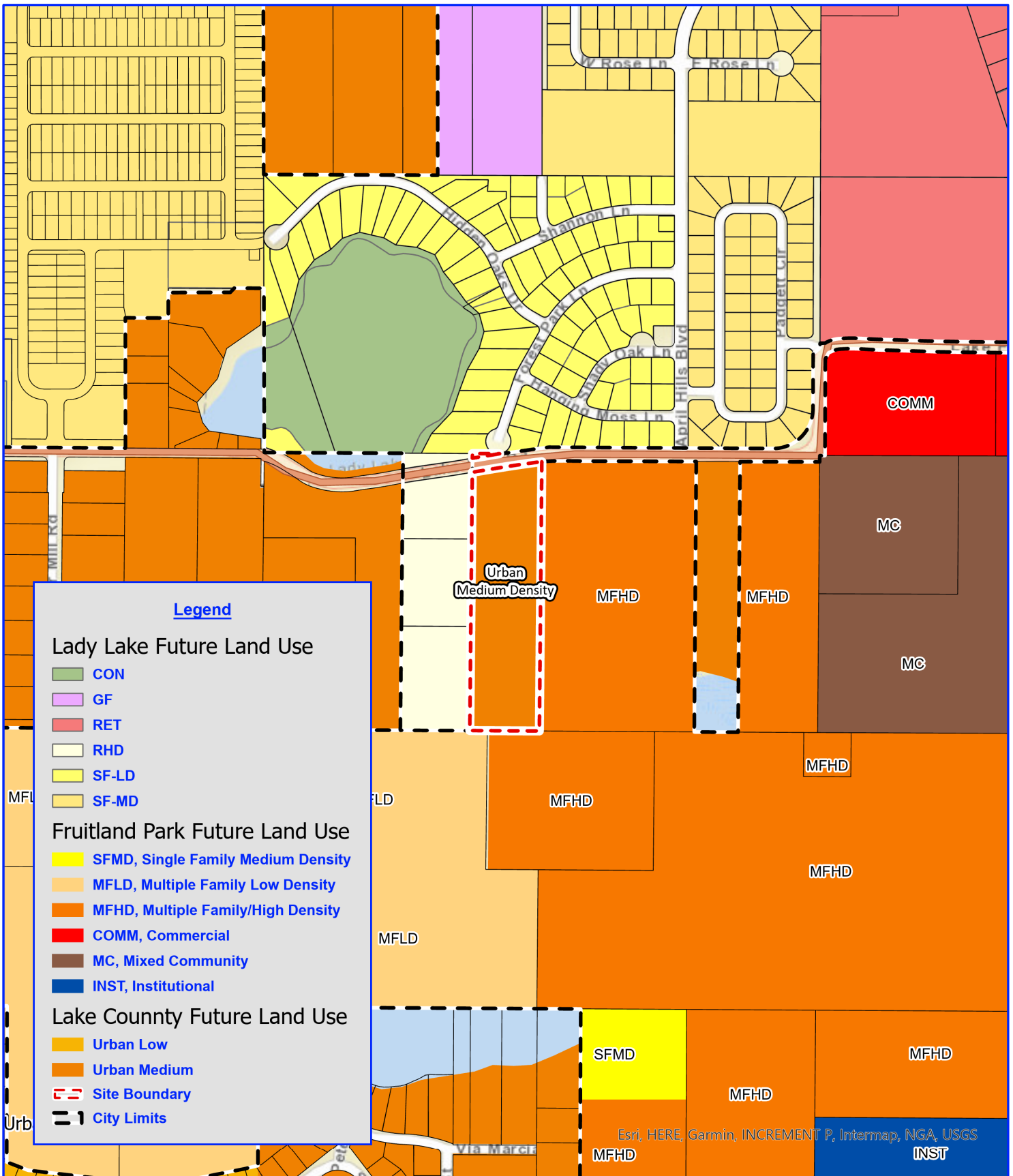
150 0 150 300 450 600 750
Feet
Scale: 1:7,500

Enclave at Lake Geneva

Lake County, Florida
Proposed Zoning Map

Project: 398/24/06
File: Enclave at Lake Geneva
Name: Zoning
PM: S. Lindh
Date: July 31, 2024
Created By: T. Kalebaugh

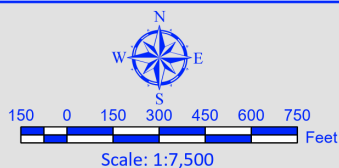


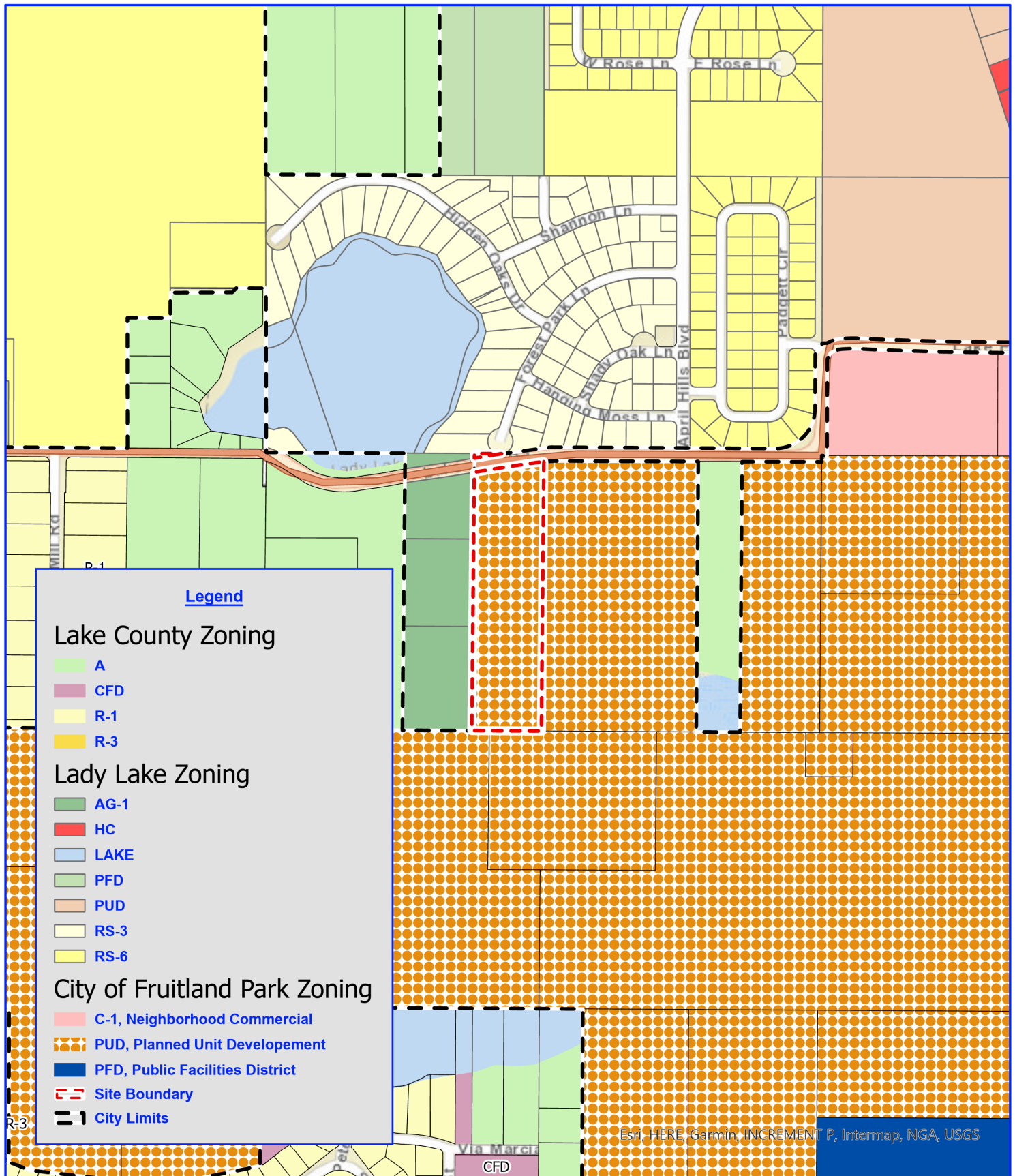


Enclave at Lake Geneva

Lake County, Florida
Existing Future Land Use Map

Project: 398/24/06
File: Enclave at Lake Geneva
Name: FLU
PM: S. Lindh
Date: July 31, 2024
Created By: T. Kalebaugh





Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS



150 0 150 300 450 600 750
Feet
Scale: 1:7,500

Enclave at Lake Geneva

Lake County, Florida
Proposed Zoning Map

Project: 398/24/06
File: Enclave at Lake Geneva
Name: Zoning
PM: S. Lindh
Date: July 31, 2024
Created By: T. Kalebaugh



The Villages® DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01225274** in the matter of

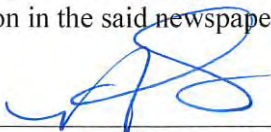
NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

DECEMBER 12, 2024

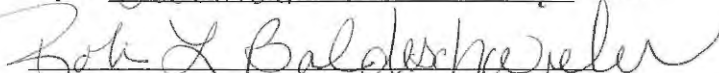
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously

published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.



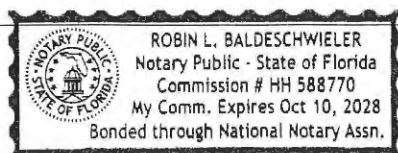
(Signature Of Affiant)

Sworn to and subscribed before me this 18
day of December 2024.



Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____



NOTICE OF PUBLIC HEARING ORDINANCE 2025-001

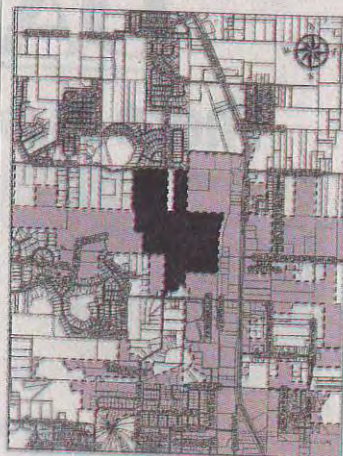
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, AMENDING ORDINANCE 2023-012, 2022-012 AND 2006-13 TO ADOPT A THIRD AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT CONSISTING OF APPROXIMATELY 145.7 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AMENDING THE CONCEPTUAL SITE PLAN; INCREASING THE ACREAGE, INCREASING THE DENSITY AND NUMBER OF RESIDENTIAL UNITS; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance will be considered at the following public meetings:

Planning & Zoning Board
Thursday, December 19, 2024
@ 6:00 p.m.
City Commission 1st Reading
Thursday, January 9, 2025
@ 6:00 p.m.
City Commission 2nd Reading
Thursday, January 23, 2025
@ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Ordinance and metes and bounds legal description of property (if applicable) may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will 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 upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



#1225274 December 12, 2024
January 13, 2025

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5a

ITEM TITLE: CITY MANAGER’S REPORT

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: January 9, 2025

SUBMITTED BY: city manager

BRIEF NARRATIVE: City Manager’s Report

- i. Economic Development Status Update Report
- ii. Commercial Developments Permits Issued Status Update Report
- iii. Public Safety Building Status (Design Elements) Update Report
- iv. Lake County Water Authority 2023 Stormwater Grant Discussion

FUNDS BUDGETED: None

ATTACHMENTS:

RECOMMENDATION:

ACTION: None

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5b

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: January 2, 2025

SUBMITTED BY: City Attorney

BRIEF NARRATIVE: City Attorney Report

Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628: On May 1, 2024 the Stipulated Civil Case Management Order Requiring Disclosures was entered by Judge Takac. Trial is ordered to occur within 12 months of the Order being entered (May 1, 2025). On June 18, 2024 the Court approved the substitution of counsel. Plaintiffs' attorney is now Zachary J. McCormick. There has been no activity by Plaintiff since June 18, 2024. On November 20, 2024 the City filed Defendant's Response to Plaintiff's Request for Production. The deadline to complete discovery was November 27, 2024. A jury trial is scheduled to occur during the month of April 2025.

FUNDS BUDGETED: None

ATTACHMENTS:

RECOMMENDATION:

ACTION: None

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 7

ITEM TITLE: Public Comments

MEETING DATE: Thursday, January 9, 2025

DATE SUBMITTED: Thursday, January 4, 2025

SUBMITTED BY: interim city manager/city clerk

BRIEF NARRATIVE: **Item Description:** This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the city commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the city commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

FUNDS REQUIRED: None

ATTACHMENTS:

RECOMMENDATION: None

ACTION: None