FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA
JANUARY 8, 2026
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 – Chuck Padgett, Trinity Assembly

Pledge of Allegiance – Interim Police Chief **Henry Rains**

2. ROLL CALL

3. RECESS TO THE LOCAL PLANNING AGENCY

6:05 p.m. or as soon thereafter as possible

4. 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 items from the Consent Agenda; (2) Vote on remaining items; and (3) Discuss each pulled item separately and vote.

(a) Approval of Minutes (city manager/city clerk)

December 11, 2025, Regular City Commission Meeting

5. REGULAR AGENDA

(a) Approval of a Site Plan Modification Pertaining to Amenities for the Evolve at Grove Park Project – Petitioner: Evolve Fruitland Park LLC. (city manager/city attorney/community development director)

(b) Approval of a Request for Release of Performance Bond by Halff, Inc., Engineer for the Development of Arbor Park Phase I, on behalf of the Owner, Garden Street Communities. (city manager/city attorney/community development director)

(c) Approval of Resolution 2026-001, Budget Amendment to Appropriate ARPA Interest for the Purchase of Land to Construct a Water Treatment Plant. (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PURSUANT TO SECTION 6.07 OF THE CITY CHARTER AMENDING THE 2025-2026 FISCAL YEAR BUDGET BY INCREASING EXPENDITURES IN THE UTILITY FUND BUDGET TO FUND THE PURCHASE OF REAL PROPERTY FOR THE NEW WATER TREATMENT PLANT AND DECREASING THE ARPA INTEREST EARNINGS RESERVE FUND BY THE SAME AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

(d) Approval of Resolution 2026-002, Approval of a Professional Services Agreement with Halff Associates, Inc. to Perform a Drinking Water Facilities Plan and Budget Amendment to Fund the Plan. (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROFESSIONAL SERVICES PROPOSAL DATED DECEMBER 19, 2025 FROM HALFF AND ASSOCIATES, INC. TO DEVELOP A DRINKING WATER FACILITIES PLAN; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PURSUANT TO SEC. 6.07 OF THE CITY CHARTER APPROVING AN AMENDMENT TO THE 2025-2026 FISCAL YEAR BUDGET TO FUND DEVELOPMENT OF THE PLAN BY INCREASING EXPENDITURES IN THE ENGINEERING FEES FUND AND DECREASING THE ARPA INTEREST EARNINGS RESERVE FUND BY THE SAME AMOUNT; PROVIDING FOR AN EFFECTIVE DATE.

(e) Approval of Resolution 2026-003, Approving a Negotiated Engineering Contract for the Wastewater and Reclaimed Water Treatment Plants. (city manager/city attorney)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT FOR ENGINEERING SERVICES RELATED TO CONSTRUCTION OF A NEW WASTEWATER TREATMENT PLANT AND RECLAIMED WATER TREATMENT PLANT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

(f) Resolution 2025-089, Approval of a Site Plan/Development Order Extension for the Blue Penguin Car Wash. (city manager/city attorney/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING AN EXTENSION OF THE APPROVED MAJOR SITE PLAN ALLOWING FOR CONSTRUCTION OF A CAR WASH INCLUSIVE OF PARKING, STORM WATER MANAGEMENT, AND IRRIGATED LANDSCAPING ON VACANT PROPERTY LOCATED ON SOUTH DIXIE AVENUE AND U.S. HIGHWAY 27 NORTHWEST OF DR. MARTIN LUTHER KING BOULEVARD; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER AND INTERIM COMMUNITY DEVELOPMENT DIRECTOR TO ISSUE A DEVELOPMENT ORDER EXTENDING THE APPROVED MAJOR SITE PLAN UNTIL AUGUST 10, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

(g) Resolution 2025-090, Authorization to Purchase License Plate Readers (FLOCK Cameras) using a Florida Department of Law Enforcement Equipment Grant. (city manager/city attorney/police chief)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF $18,250.00 FOR 5 FLOCK LICENSE PLATE READER CAMERAS, AN IMPLEMENTATION FEE AND ANNUAL SUBSCRIPTION FEE FOR THE FIRST YEAR; RATIFYING THE POLICE CHIEF'S EXECUTION OF THE AGREEMENT BETWEEN THE CITY AND FLOCK GROUP, INC.; PROVIDING FOR AN EFFECTIVE DATE.

6. PUBLIC HEARING

(a) First Reading of Ordinance 2025-023, Designating Administrator for the Approval of Final Plats (city manager/city attorney/community development)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 157.060(D)(20, 28, AND 29) AND SECTION 157.060 (E) AND (F) OF THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE DESIGNATING AN ADMINISTRATIVE AUTHORITY TO RECEIVE, REVIEW, AND PROCESS A PLAT OR REPLAT SUBMITTAL, AND DESIGNATING AN ADMINISTRATIVE OFFICIAL TO APPROVE, APPROVE WITH CONDITIONS OR DENY A PLAT OR REPLAT, AS REQUIRED BY CHAPTER 2025-164, LAWS OF FLORIDA; REVISING CERTIFICATIONS ON THE FINAL PLAT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

(b) First Reading of Ordinance 2025-025, Annexation of Approximately 93.74± Generally Located North of CR 466A and West of Micro Racetrack Road, Vita Serena, for Applicant Richard Wohlfarth on behalf of Joseph C. Burke, Jr., Owner. (city manager/city attorney/interim community development director)

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 93.74± ACRES OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF MICRO RACETRACK ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; SETTING AN EFFECTIVE DATE.

(c) First Reading of Ordinance 2025-026, Approval of a Large-Scale Comprehensive Plan Amendment for Property Located North of CR 466A and West of Micro Racetrack Road, Vita Serena, for Applicant Richard Wohlfarth on behalf of Joseph C. Burke, Jr., Owner. (city manager/city attorney/interim community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY RURAL TO CITY MULTI-FAMILY LOW DENSITY ON 95.44 ± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF MICRO RACETRACK ROAD; 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 CONCFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

(d) First Reading of Ordinance 2026-029, Small Scale Comprehensive Plan Amendment – Enclave at Lake Geneva Parcels G & H for approximately 0.611 ± Acres Located Generally West of U.S. Highway 27/441 South of Lake Ella Road. Petitioner: Fruitland Park Development VI, LLC - Richard Wohlfarth, on behalf of the owner, Fruitland Lake Ella LLC. (city manager/city attorney/community development director)

AN ORDINANCE OF THE CITY COMMISSION FO THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3187, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMERCIAL TO CITY OF FRUITLAND PARK MIXED COMMUNITY OF 0.611 ± ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27/41 SOUTH OF LAKE ELLA ROAD; 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.

END OF PUBLIC HEARING

7. QUASI-JUDICIAL PUBLIC HEARING

(a) Resolution 2025-056, Approval of a Variance to Allow an Increase in Total Sign Square Footage for Monument Signs, Applicant: Advent Health. (city manager/city attorney/interim community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATION (LDR) SECTION 163.070(c)(1)(ii, vi AND xvi) TO ALLOW MORE THAN THREE FREESTANDING MONUMENT SIGNS, TO ALLOW SIGNS GREATER THAN TEN FEET IN HEIGHT ALONG CR 466A, TO INCREASE THE TOTAL SQUARE FOOTAGE OF SIGNAGE ALLOWED TO GREATER THAN ONE HUNDRED SQUARE FEET, AND TO ALLOW A BEACON SIGN THAT IS ILLUMINATED, ALL WITHIN THE ADVENT HEALTH OFF-SITE EMERGENCY DEPARTMENT SITE LOCATED AT 201 CR466A; PROVIDING FOR AN EXPIRATION DATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

(b) First Reading of Ordinance 2025-027, Approval of a Rezoning 95.35± Acres of Property from Lake County Agriculture and City of Fruitland Park General Commercial (C-2) to City of Fruitland Park Planned Unit Development (PUD) for Property Located North of CR 466A and West of Micro Racetrack Road, Vita Serena, for Applicant Richard Wohlfarth on behalf of Joseph C. Burke, Jr., Owner. (city manager/city attorney/interim community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 95.35± ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE AND CITY OF FRUITLAND PARK GENERAL COMMERCIAL (C-2) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

(c) First Reading of Ordinance 2025-030, rezoning to MPUD – Enclave at Lake Geneva Parcels G & H for 45.31 ± Acres Generally Located Between Lake Ella Road and South to Spring Lake Road. Petitioner: Fruitland Park Development VI, LLC – Richard Wohlfarth, on behalf of the owner, Fruitland Lake Ella, LLC. (city manager/city attorney/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 45.31 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA TO THE CITY OF FRUITLAND PARK DESIGNATION OF MPUD, MIXED PLANNED UNIT DEVELOPMENT WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK FOR THE PROPERTY BEING REZONED; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

END OF QUASI-JUDICIAL PUBLIC HEARING

8. (a) City Manager

i. Reserve Police Officers Program

(b) City Attorney

i. Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116

9. UNFINISHED BUSINESS

10. 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.

11. COMMISSIONER COMMENTS

(a) Vice Mayor DeGrave

(b) Commissioner Williams

(c) Commissioner Cosenza, III

(d) Commissioner Raysin

12. MAYOR'S COMMENTS

13. ADJOURNMENT

DATES TO REMEMBER

Monday, January 19th	**City Offices will be Closed in Observance of Martin Luther King Jr Holiday**
Thursday, January 22nd	**City Commission Meeting at 6:00 p.m.**
Thursday, February 5th	**AARP Tax Aide Kickoff at Library**
Friday, February 13th	**Progressive Dinner and Comedy**

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: **4a**

ITEM TITLE: **Draft Minutes December 11, 2025 Regular Meeting**

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 31, 2025

SUBMITTED BY: (See below)

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.

(a) Approval of Minutes (city manager/city clerk) December 11, 2025, regular

FUNDS BUDGETED: N/A

ATTACHMENTS: Draft minutes

RECOMMENDATION: Consider approval of the minutes as presented.

ACTION: **Approval**

FRUITLAND PARK CITY COMMISSION REGULAR MEETING MINUTES
December 11, 2025

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida on Thursday, December 11, 2025, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Commissioners Martina Williams, Joseph Cosenza III, and Michael Raysin

Members Absent: Vice Mayor Patrick DeGrave

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, Interim Police Chief, Henry Rains, Human Resources Director John Klein; Public Works Director Robb Dicus; Recreation Director Michelle Yoder, and Gwen Johns, City Clerk.

Total Attendance: 17

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

After Mayor Cheshire called the meeting to order, an Invocation was given by Mark LoGiudice, Life Church, followed by Interim Police Chief Rains who led the pledge of allegiance to the flag.

2. ROLL CALL

After the Invocation and Pledge of Allegiance, Mayor Cheshire called the meeting to order and announced decorum for the meeting. He then requested that Ms. Johns call roll where a quorum was declared present.

3. ANNUAL ELECTION OF OFFICERS

(a) Mayor

Commissioner Raysin nominated Chris Cheshire for Mayor. Commissioner Cosenza seconded the nomination. Mayor Cheshire closed the nominations.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 4-0.

(b) Vice-Mayor

Commissioner Raysin nominated Patrick DeGrave for Vice Mayor. Commissioner Cosenza seconded the nomination. Mayor Cheshire closed the nominations.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 4-0.

4 RECESS TO COMMUNITY REDEVELOPMENT AGENCY at 6:02 p.m.

5. CONSENT AGENDA

(a) Approval of Minutes (city manager/city clerk)

November 13, 2025, Regular City Commission Meeting

A motion was made by Commissioner Cosenza and seconded by Commissioner Williams to approve the minutes from November 13, 2025, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 4-0.

(b) 2026 City Commission Meeting Schedule

A motion was made by Commissioner Cosenza and seconded by Commissioner Williams to approve the 2026 Commissioner Meeting Schedule as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 4-0.

6. REGULAR AGENDA

(c) Resolution 2025-085, Awarding a Contract for Concrete Work at Veteran's Memorial Park Pavilion Entrance and five Bleacher Pads to Circle G Construction.

Anita Geraci-Carver, City Attorney, read Resolution 2025-085 by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK COMMUNITY REDEVELOPMENT AGENCY GOVERNING BOARD AND CITY COMMISSION APPROVING A PROPOSAL SUBMITTED BY CIRCLE G CONSTRUCTION, INC. TO MAKE CONCRETTE IMPROVEMENTS AT THE PAVIION ENTRANCE AND BLEACHER PADS AT VETERAN'S MEMORIAL PARK; PROVIDING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

A motion was made by Commissioner Cosenza and seconded by Commissioner Williams to approve Resolution 2025-085, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 4-0.

(d) Resolution 2025-086, Awarding a Contract to Gregor Lawn Care, LLC, for Improvements at the Gardenia Center.

Anita Geraci-Carver, City Attorney, read Resolution 2025-086 by title only.

A RESOLUTION OF THE CITY OF FRUITLAND PARK COMMUNITY REDEVELOPMENT AGENCY GOVERNING BOARD AND CITY COMMISSION APPROVING A PROPOSAL SUBMITTED BY GREGOR LAWN CARE, LLC, TO INSTALL SOD, IRRIGATION, LANDSCAPING AND SITE WORK AT THE GARDENIA CENTER; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

A motion was made by Commissioner Cosenza and seconded by Commissioner Williams to approve Resolution 2025-086, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 4-0.

(e) Resolution 2025-087, Approval of Additional Concrete Work at the Recreation Maintenance Barn located at 202 West Berckman Street

Ms. Geraci-Carver read Resolution 2025-087, by title only.

A RESOLUTION OF THE CITY OF FRUITLAND PARK CITY COMMISSION APPROVING A PROPOSAL SUBMITTED BY BAY TO BAY CONSTRUCTION TO ADD CONCRETE IMPROVEMENTS TO PROPERTY LOCATED AT 202 WEST BERCKMAN STREET, PARKS AND RECREATION MAINTENANCE BARN; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

There were no public comments.

A motion was made by Commissioner Cosenza and seconded by Commissioner Williams to approve Resolution 2025-087, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 4-0.

(f) Resolution 2025-088, Awarding a Contract to Pool Control, Inc. for Installation of Tile at the Gardenia Park Pool.

Ms. Geraci-Carver read Resolution 2025-088, by title only.

A RESOLUTION OF THE CITY OF FRUITLAND PARK CITY COMMISSION APPROVING A PROPOSAL SUBMITTED BY POOL CONTROL, INC., TO INSTALL TILE IN THE SWIMMING POOL LOCATED AT GARDENIA PARK; PROVIDING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

A motion was made by Commissioner Williams and seconded by Commissioner Cosenza to approve Resolution 2025-088, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 4-0.

(g) Resolution 2025-092, Approval of a Proposal with Paqco, Inc., for CRA Parking Lot Improvements.

Ms. Geraci-Carver read Resolution 2025-092, by title only.

A RESOLUTION OF THE CITY OF FRUITLAND PARK COMMUNITY REDEVELOPMENT AGENCY GOVERNING BOARD AND CITY COMMISSION APPROVING A PROPOSAL FROM PAQCO, INC. IN THE AMOUNT OF $57,441.25 FOR RECONSTRUCTION OF THE CITY HALL AND LIBRARY PARKING LOTS LOCATED WITHIN THE CRA AND AS AUTHORIZED BY THE CRA PLAN; AUTHORIZING THE CITY MANAGER TO EXPEND UP TO $63,186.00 IF NECESSARY; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Williams and seconded by Commissioner Cosenza to approve Resolution 2025-092, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 4-0.

7. PUBLIC HEARING

END OF PUBLIC HEARING

8. QUASI-JUDICIAL PUBLIC HEARING

END OF QUASI-JUDICIAL PUBLIC HEARING

9. (a) City Manager

Henry Rains, Interim Police Chief, provided an update on the Public Safety Building construction project. City Clerk was asked to coordinate a tour of the building for commissioners.

Ms. Manila explained that a Facility Plan will be necessary to be submitted with the WWTP SRF Application for funding. The plan would also to be used for obtaining grant funding.

(c) City Attorney

i. Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116

Ms. Geraci-Carver suggested that the City Commission consider increasing the City Manager's spending authority to $100,000, noting it is currently set at $10,000. Following a brief discussion, it was agreed upon that Ms. Geraci-Carver would prepare information for consideration at the next City Commission meeting.

Mayor Cheshire asked if items need to be presented to the City Commission when they are already in the budget. Ms. Geraci-Carver said yes, because of the spending authority. She suggested that the City Manager be given authority to spend funds as long as the expenditure is budgeted and does not exceed budgeted funds. She suggested $100,000.

John Gunter, 407 W Mirror Lake Drive, shared his feeling that a $10,000 spending limit was sufficient for the City Manager. Ms. Geraci-Carver explained the higher spending limit would only be applicable, moving forward, to budgeted items that have previously been approved and documented as part of the budgetary process.

11. UNFINISHED BUSINESS

There was no unfinished business.

12. PUBLIC COMMENTS

There were none.

13. COMMISSIONERS' COMMENTS

(a) Commissioner Williams – Nothing to report.

(b) Commissioner Cosenza – Nothing to report.

(c) Commissioner Raysin – Thanked Ms. Yoder for a great Christmas party.

(c) Vice Mayor DeGrave – Excused Absence

14. MAYOR'S COMMENTS

Mayor Cheshire complemented the city staff on a job well done for the holidays.

Important upcoming dates:

Friday, December 12, 2025	Hometown Christmas on the City Hall Lawn 5:30 p.m. to 9:00 p.m.

Wednesday, December 24th Thursday, December 25th	City Hall Offices Closed for Christmas
Thursday, January 1st	City Hall Offices Closed for New Year's Day
Thursday, January 8th	City Commission Meeting at 6:00 p.m.

15. ADJOURNMENT

The meeting adjourned at 6:24 p.m.

Gwen Johns, MMC, City Clerk

Chris Cheshire, Mayor

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

ITEM TITLE: **Evolve at Grove Park - Site Plan Modification of Amenities**

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 22, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

BRIEF NARRATIVE: The city was requested to conduct a final inspection of phase 1 of the development in accordance with the site plan presented and approved through Resolution 2023-074. Upon inspection, there were noted design changes which had not been 'formally' reported to the city by the development. It was noted that the following amenities would be omitted: (#1) 3 of the 4 pickleball courts and (#2) the sidewalk installation for the approved walking path around the retention pond would also not be installed. As city staff considered these omissions to be "substantial" they were not approved administratively. Rather, the enhanced features of the children's playground was emphasized by the developer. The development was requested to formally submit a revised site plan reflecting the amenity changes which had not been reviewed or approved by the city beforehand. They were also informed that any construction which substantially deviates from an already approved site plan must be reviewed and resubmitted for City Commission's approval consideration (with the appropriate justification.)

FUNDS BUDGETED: N/A as no cost will be incurred by the City

ATTACHMENT: Revised Site Plan, Resolution 2023-074 Major Site Plan, Justitication

RECOMMENDATION: Consider approval of modified site plan

ACTION: Consider approval of modified site plan

January 2, 2026

Honorable Mayor and City Commissioners
City of Fruitland Park
Fruitland Park, Florida

Re: Evolve Grove Park – Revised Site Plan Submittal

Honorable Commissioners,

On behalf of the Evolve development team, this letter serves as a formal transmittal and explanation of the revisions made to the Evolve Grove Park site plan. We appreciate the City's continued coordination and the opportunity to clarify the rationale behind these adjustments.

Pickleball Courts Reduction and Amenity Enhancements

The revision reducing the number of pickleball courts from four (4) to one (1) reflects our standard development approach to amenity programming. On Evolve projects, amenity areas are intentionally refined later in the design process once site constraints, permitting outcomes, and resident experience considerations are fully understood. For this reason, initial plans often designate amenity areas as "To Be Designed by Others."

While this intent was consistent with our typical process, we acknowledge that it could have been more clearly conveyed on the original plans for this project. As the design was finalized, we determined that replacing the majority of the originally planned pickleball courts with a broader mix of amenities would better serve residents and the community. These enhancements include a state-of-the-art playground, a putting green, and additional passive open space, resulting in a more balanced, inclusive, and flexible amenity environment while still retaining pickleball as an option on site.

Sidewalk Adjustments Related to Stormwater Design

The reduction in certain sidewalk segments is directly attributable to changes in the approved stormwater design. The original site concept envisioned a centrally located wet detention pond with fountains that would function as a visual and social focal point. However, the St. Johns River Water Management District ultimately approved only a dry pond configuration.

This change significantly altered the functionality and aesthetic purpose of the central open space, eliminating the need for certain sidewalk segments that were intended to frame and activate a wet pond feature. Notwithstanding these adjustments, pedestrian connectivity remains an important component of the project. The completed development includes multiple areas where sidewalks intentionally meander around buildings, maintaining walkability, access, and visual interest throughout the site.

Conclusion

These revisions reflect thoughtful, site-specific decisions made in response to regulatory requirements and finalized design conditions, while remaining consistent with Evolve's commitment to quality, livability, and long-term value for the City of Fruitland Park. We respectfully submit the revised site plan for the City's consideration.

Thank you for your time and attention. We welcome any Commissioner interested to please stop by for a guided tour this week, and please feel free to contact us should any additional information be required.

Respectfully,

John McDonald
Evolve Development Team

NORTH

50 25 0 50

GRAPHIC SCALE
1" = 50'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°51'56"E	57.27'
L2	N30°51'56"E	35.90'
L3	N89°08'04"W	63.56'

CURVE TABLE					
CURVE #	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD	LENGTH
CURVE-1	090°00'00"	12.00'	S44°08'04"E	16.97'	18.85'

GENERAL NOTES:

1. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
2. THE CONTRACTOR AT ITS OWN DISCRETION SHALL SECURE THE CONSTRUCTION SITE FROM TRESPASS.

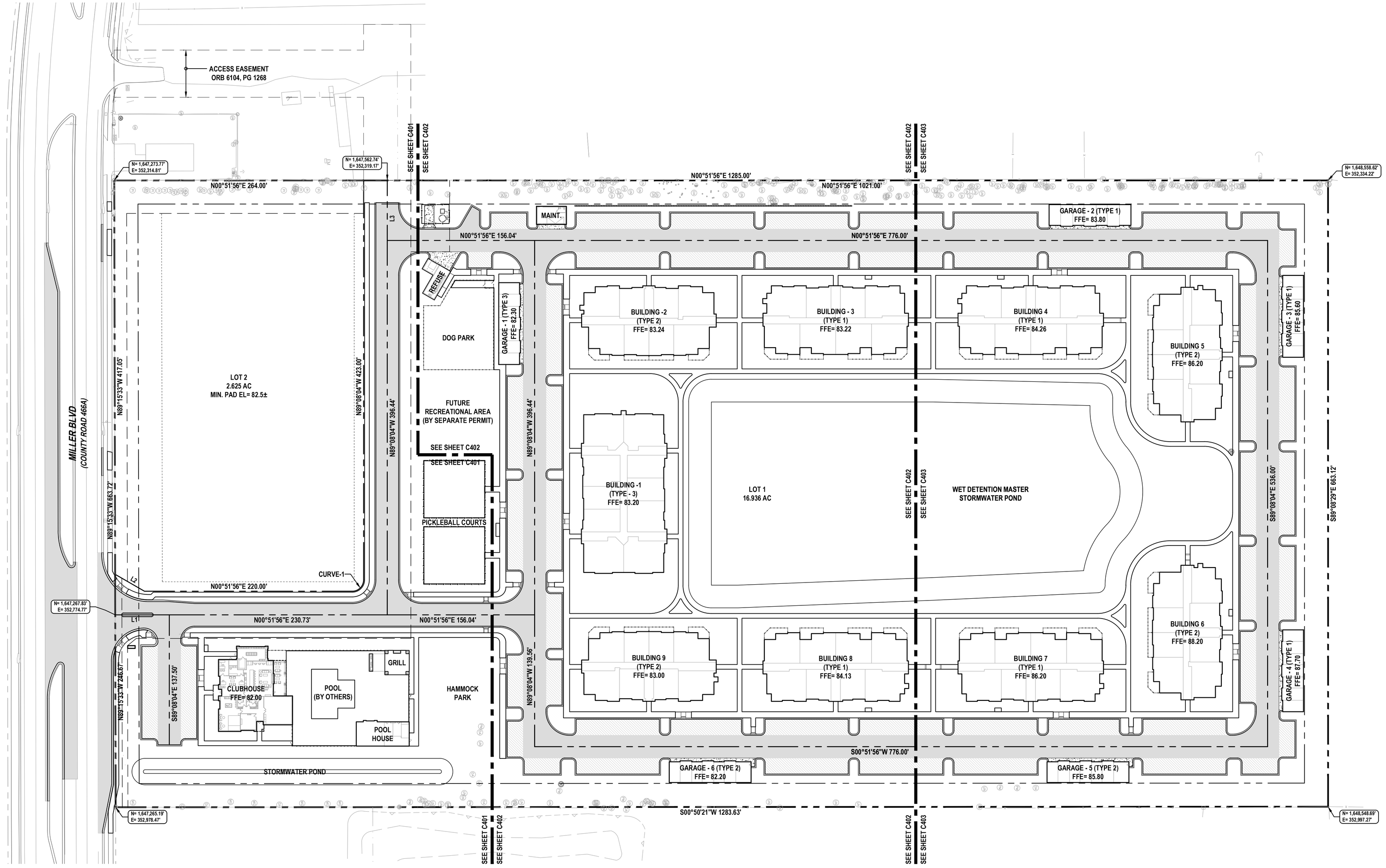
NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

NOTE:
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

NOTE:
ALL WALKWAYS SHALL COMPLY WITH FLORIDA ADA GUIDELINES FOR SLOPES AND DIMENSIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT ADA GUIDELINES ARE MET.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2023 AND APPROVED PRODUCTS LIST:

INDEX NO.	DESCRIPTION		
102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	520-001	CURB AND GUTTER
		522-001	CONCRETE SIDEWALK
425-010	STRUCTURE BOTTOMS TYPE J AND P	522-002	DETECTABLE WARNINGS AND
425-001	SUPPLEMENTARY DETAILS FOR MANHOLES AND INLETS		SIDEWALK CURB RAMPS
		570-001	PERMANENT EROSION CONTROL
425-021	CURB INLET TOPS - TYPES 5 AND 6	700-010	SINGLE COLUMN GROUND SIGNS
425-041	GUTTER INLET TYPE V	706-001	TYPICAL PLACEMENT OF RAISED
425-052	DITCH BOTTOM INLETS TYPES - C, D, E AND H		PAVEMENT MARKERS
430-001	MISCELLANEOUS DRAINAGE DETAILS	711-001	PAVEMENT MARKINGS



REVISIONS

DATE	DESCRIPTION
08/25/23	REV PER 08/03 TRC
	COMMENTS
09/29/23	REV PER 09/12 TRC
	COMMENTS
10/23/23	REV PER 10/10 TRC
	COMMENTS

ROGER W. STRCULA LICENSE NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER
NOT VALID UNLESS SIGNED AND DATED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRCULA, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

UPHAM
CIVIL ENGINEERING•SURVEYING•LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003812 LC # 0000357

THIS DRAWING IS THE PROPERTY OF UPHAM, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF UPHAM INC. COPYRIGHT 2023 ALL RIGHTS RESERVED

evolve companies

OVERALL SITE GEOMETRY & LAYOUT PLAN

EVOLVE AT GROVE PARK

305 COUNTY ROAD 466A
FRUITLAND PARK FLORIDA, 34731

PROJECT No:	230312
DATE:	JULY 13, 2023
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 50'

SHEET NUMBER:

C400

NORTH

50 25 0 50

GRAPHIC SCALE
1" = 50'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°51'56"E	57.27'
L2	N30°51'56"E	35.90'
L3	N89°08'04"W	63.56'

CURVE TABLE					
CURVE #	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD	LENGTH
CURVE-1	090°00'00"	12.00'	S44°08'04"E	16.97'	18.85'

GENERAL NOTES:

1. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
2. THE CONTRACTOR AT ITS OWN DISCRETION SHALL SECURE THE CONSTRUCTION SITE FROM TRESPASS.

Evolve Grove Park CO Phasing Plan

1A	Clubhouse, Pool House, Grilling Pavilion, Maintenance, Trash, Garage 1, Building 1, Stormwater Pond, Amenity Areas
1B	Buildings 9, 8, & 7, Garages 6 & 5
1C	Buildings 6 & 5, Garages 4 & 3
1D	Buildings 4, 3, & 2, Garage 2
CM	Commercial Lot - Separate Project

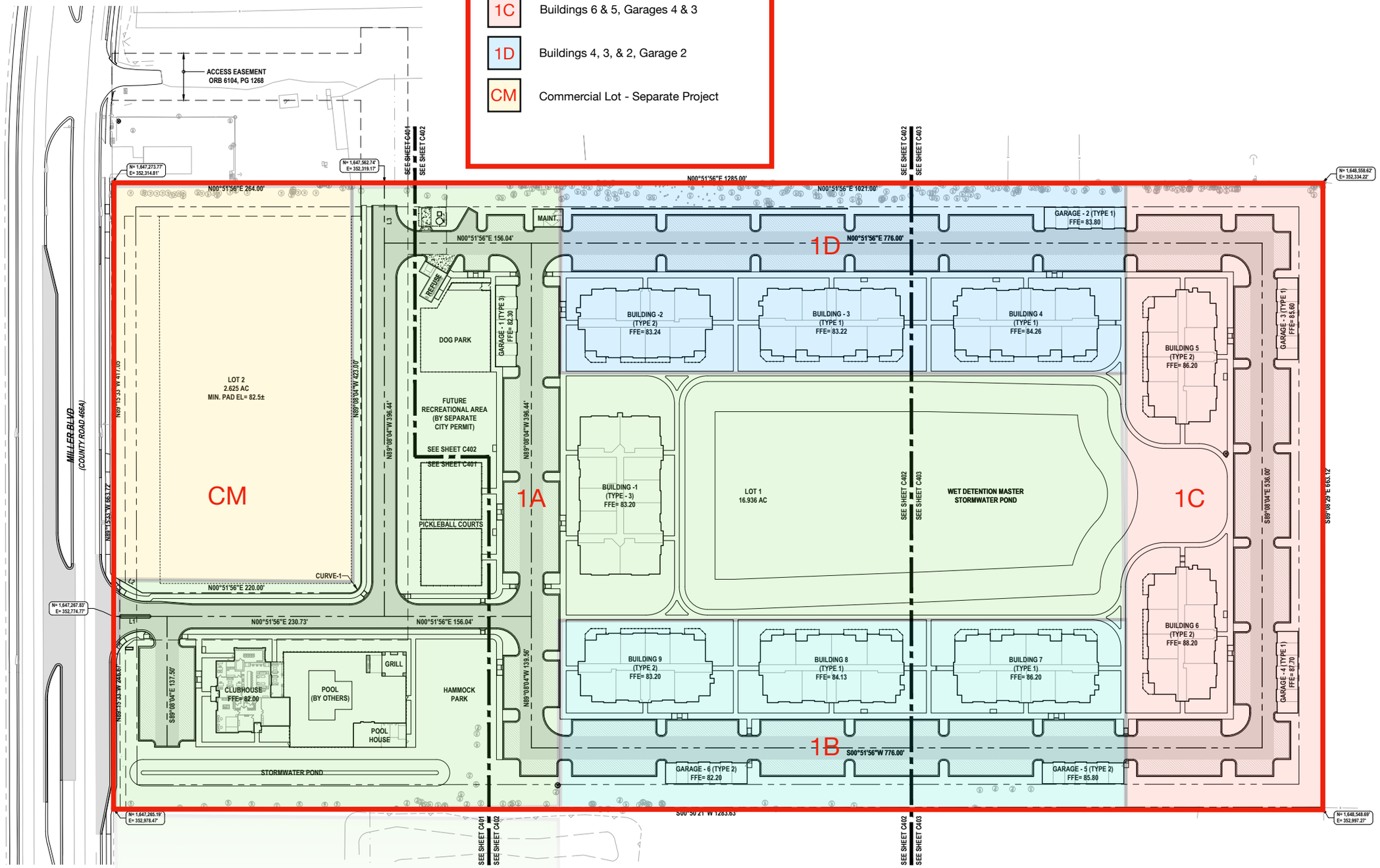
NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

NOTE:
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

NOTE:
ALL WALKWAYS SHALL COMPLY WITH FLORIDA ADA GUIDELINES FOR SLOPES AND DIMENSIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT ADA GUIDELINES ARE MET.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2023 AND APPROVED PRODUCTS LIST:

INDEX NO.	DESCRIPTION		
102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	520-001	CURB AND GUTTER
		522-001	CONCRETE SIDEWALK
425-010	STRUCTURE BOTTOMS TYPE J AND P	522-002	DETECTABLE WARNINGS AND
425-001	SUPPLEMENTARY DETAILS FOR MANHOLES AND INLETS		SIDEWALK CURB RAMPS
		570-001	PERMANENT EROSION CONTROL
425-021	CURB INLET TOPS - TYPES 5 AND 6	700-010	SINGLE COLUMN GROUND SIGNS
425-041	GUTTER INLET TYPE V	706-001	TYPICAL PLACEMENT OF RAISED
425-052	DITCH BOTTOM INLETS TYPES - C, D, E AND H		PAVEMENT MARKERS
430-001	MISCELLANEOUS DRAINAGE DETAILS	711-001	PAVEMENT MARKINGS



REVISIONS

DATE	DESCRIPTION
08/25/23	REV PER 08/03 TRC
	COMMENTS
09/29/23	REV PER 09/12 TRC
	COMMENTS
10/23/23	REV PER 10/10 TRC
	COMMENTS
11/14/23	REV PER CLIENT

ROGER W. STRCULA LICENSE NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER
NOT VALID UNLESS SIGNED AND DATED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRCULA, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

UPHAM
CIVIL ENGINEERING•SURVEYING•LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • upham.com
LB # 0003612

THIS DRAWING IS THE PROPERTY OF UPHAM, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF UPHAM INC. COPYRIGHT 2023 ALL RIGHTS RESERVED

evolve companies

OVERALL SITE GEOMETRY & LAYOUT PLAN

EVOLVE AT GROVE PARK

305 COUNTY ROAD 466A
FRUITLAND PARK FLORIDA, 34731

PROJECT No:	230312
DATE:	JULY 13, 2023
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 50'

SHEET NUMBER:

C400

NORTH

50 25 0 50

GRAPHIC SCALE
1" = 50'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°51'56"E	57.27'
L2	N30°51'56"E	35.90'
L3	N89°08'04"W	63.56'

CURVE TABLE					
CURVE #	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD	LENGTH
CURVE-1	090°00'00"	12.00'	S44°08'04"E	16.97'	18.85'

GENERAL NOTES:

1. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
2. THE CONTRACTOR AT ITS OWN DISCRETION SHALL SECURE THE CONSTRUCTION SITE FROM TRESPASS.

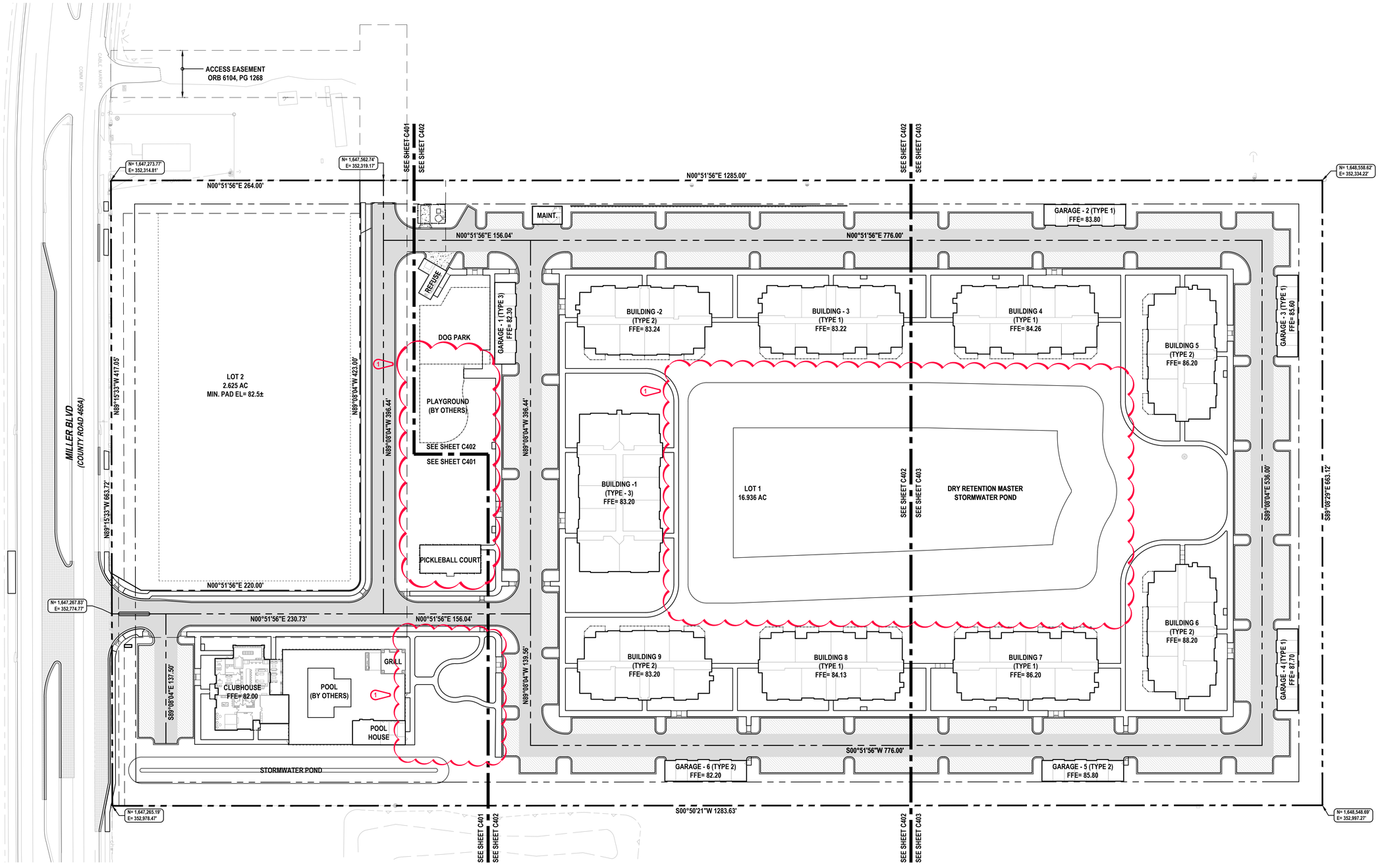
NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

NOTE:
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

NOTE:
ALL WALKWAYS SHALL COMPLY WITH FLORIDA ADA GUIDELINES FOR SLOPES AND DIMENSIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT ADA GUIDELINES ARE MET.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2023 AND APPROVED PRODUCTS LIST:

INDEX NO.	DESCRIPTION		
102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	520-001	CURB AND GUTTER
		522-001	CONCRETE SIDEWALK
425-010	STRUCTURE BOTTOMS TYPE J AND P	522-002	DETECTABLE WARNINGS AND
425-001	SUPPLEMENTARY DETAILS FOR MANHOLES AND INLETS		SIDEWALK CURB RAMPS
		570-001	PERMANENT EROSION CONTROL
425-021	CURB INLET TOPS - TYPES 5 AND 6	700-010	SINGLE COLUMN GROUND SIGNS
425-041	GUTTER INLET TYPE V	706-001	TYPICAL PLACEMENT OF RAISED
425-052	DITCH BOTTOM INLETS TYPES - C, D, E AND H		PAVEMENT MARKERS
430-001	MISCELLANEOUS DRAINAGE DETAILS	711-001	PAVEMENT MARKINGS



REVISIONS

DATE	DESCRIPTION
08/25/23	REV PER 08/03 TRC
	COMMENTS
09/29/23	REV PER 09/12 TRC
	COMMENTS
10/23/23	REV PER 10/10 TRC
	COMMENTS
11/14/23	REV PER CLIENT
01/18/24	REV PER 12/15 SJRWMD
02/12/24	REV PER SJRWMD
04/16/24	REV FOR JACK & BORE
12/19/25	REV PER CLIENT

1

ROGER W. STRCULA LICENSE NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER
NOT VALID UNLESS SIGNED AND DATED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRCULA, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

UPHAM
CIVIL ENGINEERING•SURVEYING•LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • upham.com
LB # 0003512 LC # 0000357

THIS DRAWING IS THE PROPERTY OF UPHAM, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF UPHAM INC. COPYRIGHT 2025 ALL RIGHTS RESERVED

evolve companies

OVERALL SITE GEOMETRY & LAYOUT PLAN

EVOLVE AT GROVE PARK

305 COUNTY ROAD 466A
FRUITLAND PARK FLORIDA, 34731

PROJECT No:	230312
DATE:	JULY 13, 2023
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 50'

SHEET NUMBER:

C400

SYMBOL LEGEND:

TYPE 'F' CURB (SEE DETAIL)

MODIFIED 'F' CURB (SEE DETAIL)

R5' — 5' MINIMUM CURB RADIUS UNLESS DENOTED OTHERWISE

TRANSITION FROM TYPE "F" TO 18" CURB & GUTTER (SEE DETAIL ON SHEET C409)

SITE LIGHT POLES (SEE PHOTOMETRIC PLAN)

NORTH

30 15 0 30

GRAPHIC SCALE
1" = 30'

THE LOCATION OF THE LIGHT POLES SHALL ONLY BE INSTALLED PER THE DIGITAL COORDINATES TO AVOID CONFLICTS WITH UTILITIES (TYPICAL)

SEE SHEETS C409 FOR REFERENCED DETAILS NOT SHOWN HEREON.

PAVING LEGEND:

ASPHALT PAVEMENT
2.5" SUPERPAVE FDOT SP-9.5 FINE MIX, PER FDOT - SSRBC, SECTION 334 (APPLIED IN 2 LIFTS)
8" LIMEROCK BASE (LBR 100) MIN OF 98% MOD. PROCTOR MAX DRY DENSITY PER FDOT - SSRBC, SECTION 200 & SECTION 911 LATEST VERSION, ALTERNATIVELY, CRUSH CONCRETE OF EQUAL THICKNESS. GRADATION SHOULD MEET FDOT SSRBC, SECTION 334-5.2.4 (PLACE IN 2 LIFTS)
12" STABILIZED SUBGRADE (LBR 40) PER FDOT - SSRBC, SECTION 160, PAGE 196 (TYPE B) AND COMPACTED TO 98% (MIN) MOD. PROCTOR MAX DRY DENSITY PER AASHTO T-180

ASPHALT PAVEMENT (PARKING)
2.5" SUPERPAVE FDOT SP-9.5 FINE MIX, PER FDOT - SSRBC, SECTION 334 (APPLIED IN 2 LIFTS)
6" LIMEROCK BASE (LBR 100) MIN OF 98% MOD. PROCTOR MAX DRY DENSITY PER FDOT - SSRBC, SECTION 200 & SECTION 911 LATEST VERSION, ALTERNATIVELY, CRUSH CONCRETE OF EQUAL THICKNESS. GRADATION SHOULD MEET FDOT SSRBC, SECTION 334-5.2.4 (PLACE IN 2 LIFTS)
12" STABILIZED SUBGRADE (LBR 40) PER FDOT - SSRBC, SECTION 160, PAGE 196 (TYPE B) AND COMPACTED TO 98% (MIN) MOD. PROCTOR MAX DRY DENSITY PER AASHTO T-180

CONCRETE PAVEMENT
6" CONCRETE (4,000 PSI AT 28 DAYS)
12" STABILIZED SUBGRADE MIN OF 98% MOD. PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (2 LIFTS) MAX CONTROL JOINT SPACING 12'x12' MIN SAW CUT DEPTH 2"

CONCRETE SIDEWALK
4" CONCRETE (3,000 PSI AT 28 DAYS)
(SEE DETAIL ON SHEET C409)

ASPHALT PAVEMENT (CR-466A)
1.5" SUPERPAVE FDOT SP-12.5 FRICTION COURSE WITH PG 76-22 ASPHALTIC BINDER GRADE
2" SUPERPAVE FDOT SP-9.5 FINE MIX, PER FDOT - SSRBC, SECTION 234 (APPLIED IN 2 LIFTS)
10" LIMEROCK BASE (LBR 100) MIN OF 98% MOD. PROCTOR MAX DRY DENSITY PER FDOT - SSRBC, SECTION 200 & SECTION 911 LATEST VERSION, ALTERNATIVELY, CRUSH CONCRETE OF EQUAL THICKNESS. GRADATION SHOULD MEET FDOT SSRBC, SECTION 334-5.2.4 (PLACE IN 2 LIFTS)
12" STABILIZED SUBGRADE (LBR 40) PER FDOT - SSRBC, SECTION 160, PAGE 196 (TYPE B) AND COMPACTED TO 98% (MIN) MOD. PROCTOR MAX DRY DENSITY PER AASHTO T-180

#	KEY NOTES
NO.	DESCRIPTION
1	TYPE "CR-C" CURB RAMP (FDOT INDEX 522-002)
2	TYPE "CR-E" CURB RAMP (FDOT INDEX 522-002)
3	TYPE "CR-F" CURB RAMP (FDOT INDEX 522-002)
4	TYPE "CR-H" CURB RAMP (FDOT INDEX 522-002)
5	18" CURB & GUTTER (SPILL OUT) (SEE SHEET C409)
6	TYPE "F" CURB (SEE SHEET C409)
7	BREEZEWAY ENTRANCE (SEE ARCH. PLANS)
8	GARAGE APRON (SEE DETAIL ON SHEET C409)
9	BIKE RACKS (3 BICYCLES) (BY DEVELOPER)
10	CAST-IN-PLACE DETECTABLE WARNING MAT, COLOR TO BE "BRICK RED" (2 PLACES)

CURB CONSTRUCTION NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3,000 P.S.I. CONCRETE.
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 100', VERTICAL SAWCUT JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. EXPANSION JOINT MATERIAL MUST COVER ENTIRE CROSS SECTION OF CURB.
5. IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
6. SAW CUT JOINTS SHALL BE CUT WHILE CONCRETE IS STILL GREEN, IF JOINTS ARE CUT AFTER CONCRETE HAS CURED AND SHRINKAGE HAVE OCCURRED THROUGH THE THICKNESS OF THE CURB, THEN THE CONTRACTOR SHALL REPLACE THE CURB TO THE NEAREST JOINT OR 4' MINIMUM LENGTH.
7. CONTRACTOR SHALL BROOM FINISH CONCRETE VERTICALLY.

NOTE:
ALL WALKWAYS SHALL COMPLY WITH FLORIDA ADA GUIDELINES FOR SLOPES AND DIMENSIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT ADA GUIDELINES ARE MET.

NOTE:
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

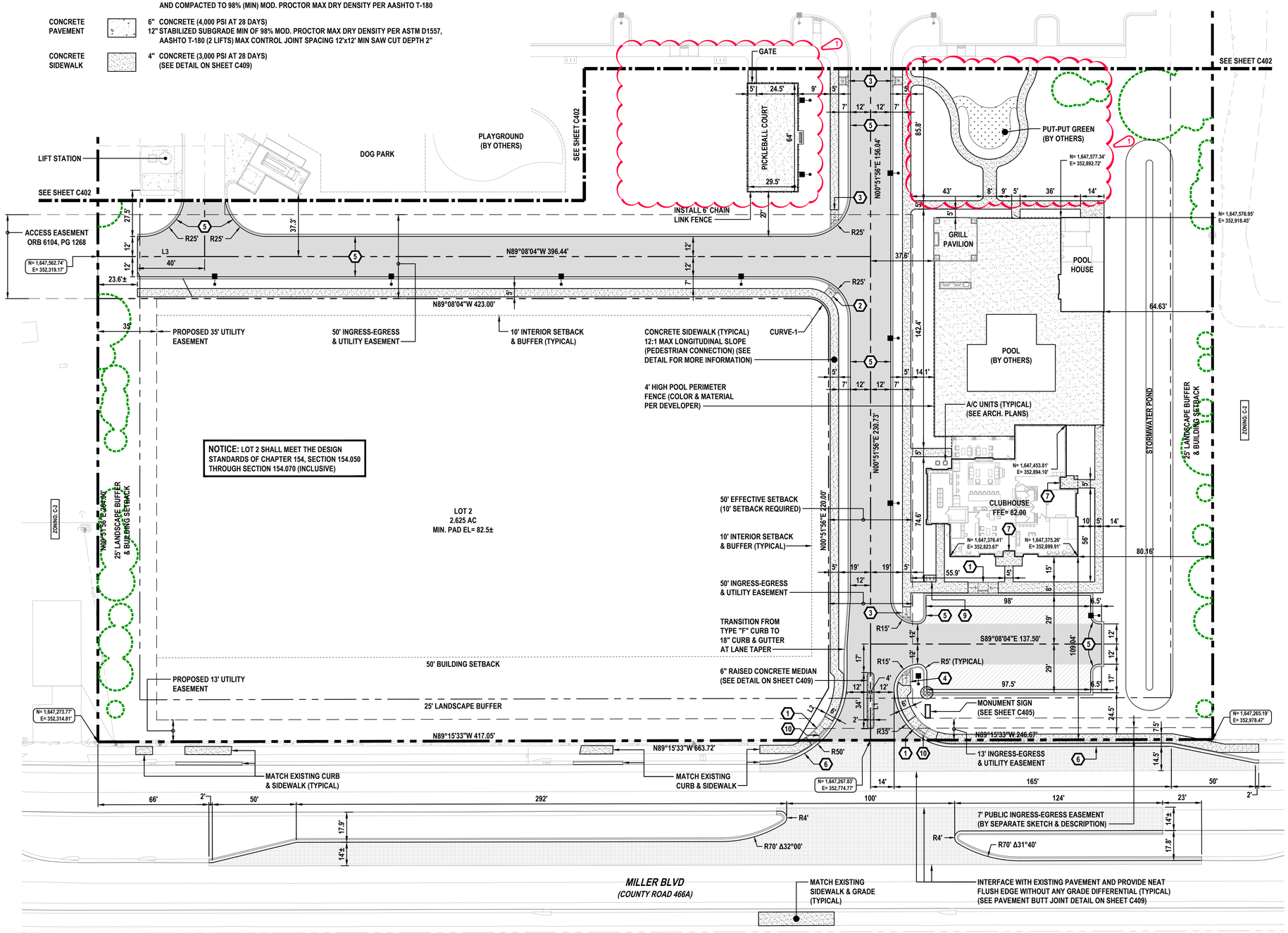
NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°51'56"E	57.27'
L2	N30°51'56"E	25.83'
L3	N89°08'04"W	63.56'

GENERAL NOTES:

1. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
2. THE CONTRACTOR AT ITS OWN DISCRETION SHALL SECURE THE CONSTRUCTION SITE FROM TRESPASS.

CURVE TABLE					
CURVE #	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD	LENGTH
CURVE-1	090°00'00"	12.00'	S44°08'04"E	16.97'	18.85'



REVISIONS

DATE	DESCRIPTION
08/25/23	REV PER 08/03 TRC
	COMMENTS
09/29/23	REV PER 09/12 TRC
	COMMENTS
10/23/23	REV PER 10/10 TRC
	COMMENTS
11/14/23	REV PER CLIENT
01/18/24	REV PER 12/15 SJRWMD
02/12/24	REV PER SJRWMD
04/16/24	REV FOR JACK & BORE
12/19/25	REV PER CLIENT

1

ROGER W. STRICULA LICENSE NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER
NOT VALID UNLESS SIGNED AND DATED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRICULA, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

UPHAM
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • upham.com
LB # 0000512 LC# 0000357

THIS DRAWING IS THE PROPERTY OF UPHAM, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF UPHAM INC. COPYRIGHT 2025 ALL RIGHTS RESERVED

evolve companies

SITE GEOMETRY & LAYOUT PLAN (1 OF 3)

EVOLVE AT GROVE PARK

305 COUNTY ROAD 466A
FRUITLAND PARK FLORIDA, 34731

PROJECT No:	230312
DATE:	JULY 13, 2023
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 30'

SHEET NUMBER:

C401

SYMBOL LEGEND:

TYPE 'F' CURB (SEE DETAIL)

MODIFIED 'F' CURB (SEE DETAIL)

R5' — 5' MINIMUM CURB RADIUS UNLESS DENOTED OTHERWISE

TRANSITION FROM TYPE "F" TO 18" CURB & GUTTER (SEE DETAIL ON SHEET C409)

SITE LIGHT POLES (SEE PHOTOMETRIC PLAN)

NORTH

30 15 0 30

GRAPHIC SCALE
1" = 30'

THE LOCATION OF THE LIGHT POLES SHALL ONLY BE INSTALLED PER THE DIGITAL COORDINATES TO AVOID CONFLICTS WITH UTILITIES (TYPICAL)

SEE SHEETS C409 FOR REFERENCED DETAILS NOT SHOWN HEREON.

#	KEY NOTES
NO.	DESCRIPTION
1	TYPE "CR-C" CURB RAMP (FDOT INDEX 522-002)
2	TYPE "CR-E" CURB RAMP (FDOT INDEX 522-002)
3	TYPE "CR-F" CURB RAMP (FDOT INDEX 522-002)
4	TYPE "CR-H" CURB RAMP (FDOT INDEX 522-002)
5	18" CURB & GUTTER (SPILL OUT) (SEE SHEET C409)
6	TYPE "F" CURB (SEE SHEET C409)
7	BREEZEWAY ENTRANCE (SEE ARCH. PLANS)
8	BIKE RACKS (3 BICYCLES) (BY DEVELOPER)

CURB CONSTRUCTION NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3,000 P.S.I. CONCRETE.
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 100', VERTICAL SAWCUT JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. EXPANSION JOINT MATERIAL MUST COVER ENTIRE CROSS SECTION OF CURB.
5. IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
6. SAW CUT JOINTS SHALL BE CUT WHILE CONCRETE IS STILL GREEN, IF JOINTS ARE CUT AFTER CONCRETE HAS CURED AND SHRINKAGE HAVE OCCURRED THROUGH THE THICKNESS OF THE CURB, THEN THE CONTRACTOR SHALL REPLACE THE CURB TO THE NEAREST JOINT OR 4' MINIMUM LENGTH.
7. CONTRACTOR SHALL BROOM FINISH CONCRETE VERTICALLY.

NOTE:
ALL WALKWAYS SHALL COMPLY WITH FLORIDA ADA GUIDELINES FOR SLOPES AND DIMENSIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT ADA GUIDELINES ARE MET.

NOTE:
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

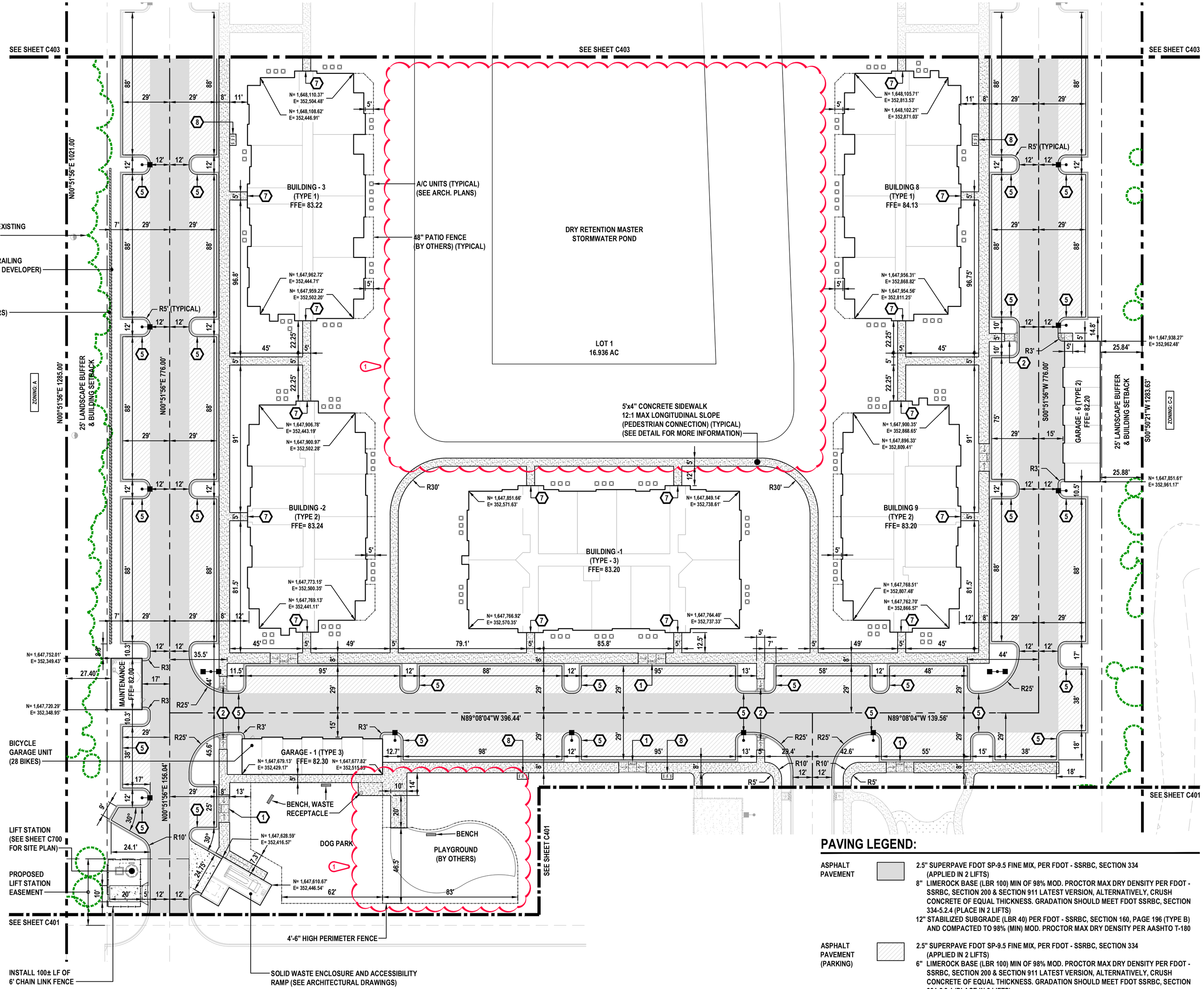
NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°51'56"E	57.27'
L2	N30°51'56"E	25.83'
L3	N89°08'04"W	63.56'

GENERAL NOTES:

1. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
2. THE CONTRACTOR AT ITS OWN DISCRETION SHALL SECURE THE CONSTRUCTION SITE FROM TRESPASS.

CURVE TABLE					
CURVE #	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD	LENGTH
CURVE-1	090°00'00"	12.00'	S44°08'04"E	16.97'	18.85'



PAVING LEGEND:

ASPHALT PAVEMENT		2.5" SUPERPAVE FDOT SP-9.5 FINE MIX, PER FDOT - SSRBC, SECTION 334 (APPLIED IN 2 LIFTS) 8" LIMEROCK BASE (LBR 100) MIN OF 98% MOD. PROCTOR MAX DRY DENSITY PER FDOT - SSRBC, SECTION 200 & SECTION 911 LATEST VERSION, ALTERNATIVELY, CRUSH CONCRETE OF EQUAL THICKNESS. GRADATION SHOULD MEET FDOT SSRBC, SECTION 334-5.2.4 (PLACE IN 2 LIFTS) 12" STABILIZED SUBGRADE (LBR 40) PER FDOT - SSRBC, SECTION 160, PAGE 196 (TYPE B) AND COMPACTED TO 98% (MIN) MOD. PROCTOR MAX DRY DENSITY PER AASHTO T-180
ASPHALT PAVEMENT (PARKING)		2.5" SUPERPAVE FDOT SP-9.5 FINE MIX, PER FDOT - SSRBC, SECTION 334 (APPLIED IN 2 LIFTS) 6" LIMEROCK BASE (LBR 100) MIN OF 98% MOD. PROCTOR MAX DRY DENSITY PER FDOT - SSRBC, SECTION 200 & SECTION 911 LATEST VERSION, ALTERNATIVELY, CRUSH CONCRETE OF EQUAL THICKNESS. GRADATION SHOULD MEET FDOT SSRBC, SECTION 334-5.2.4 (PLACE IN 2 LIFTS) 12" STABILIZED SUBGRADE (LBR 40) PER FDOT - SSRBC, SECTION 160, PAGE 196 (TYPE B) AND COMPACTED TO 98% (MIN) MOD. PROCTOR MAX DRY DENSITY PER AASHTO T-180
CONCRETE PAVEMENT		6" CONCRETE (4,000 PSI AT 28 DAYS) 12" STABILIZED SUBGRADE MIN OF 98% MOD. PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (2 LIFTS) MAX CONTROL JOINT SPACING 12'x12' MIN SAW CUT DEPTH 2"
CONCRETE SIDEWALK		4" CONCRETE (3,000 PSI AT 28 DAYS) (SEE DETAIL ON SHEET C409)

REVISIONS	
DATE	DESCRIPTION
08/25/23	REV PER 08/03 TRC
	COMMENTS
09/29/23	REV PER 09/12 TRC
	COMMENTS
10/23/23	REV PER 10/10 TRC
	COMMENTS
11/14/23	REV PER CLIENT
01/18/24	REV PER 12/15 SJRWMD
02/12/24	REV PER SJRWMD
04/16/24	REV FOR JACK & BORE
12/19/25	REV PER CLIENT

1

ROGER W. STRCULA LICENSE NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER
NOT VALID UNLESS SIGNED AND DATED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRCULA, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

UPHAM
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • upham-inc.com
LS # 0003612 LC # 0000357

THIS DRAWING IS THE PROPERTY OF UPHAM, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF UPHAM INC. COPYRIGHT 2025 ALL RIGHTS RESERVED

evolve companies

SITE GEOMETRY & LAYOUT PLAN (2 OF 3)

EVOLVE AT GROVE PARK

305 COUNTY ROAD 466A
FRUITLAND PARK FLORIDA, 34731

PROJECT No:	230312
DATE:	JULY 13, 2023
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 30'

SHEET NUMBER:

C402

SYMBOL LEGEND:

TYPE 'F' CURB (SEE DETAIL)

MODIFIED 'F' CURB (SEE DETAIL)

R5' — 5' MINIMUM CURB RADIUS UNLESS DENOTED OTHERWISE

TRANSITION FROM TYPE "F" TO 18" CURB & GUTTER (SEE DETAIL ON SHEET C409)

SITE LIGHT POLES (SEE PHOTOMETRIC PLAN)

NORTH

30 15 0 30

GRAPHIC SCALE
1" = 30'

THE LOCATION OF THE LIGHT POLES SHALL ONLY BE INSTALLED PER THE DIGITAL COORDINATES TO AVOID CONFLICTS WITH UTILITIES (TYPICAL)

SEE SHEETS C409 FOR REFERENCED DETAILS NOT SHOWN HEREON.

#	KEY NOTES
NO.	DESCRIPTION
1	TYPE "CR-C" CURB RAMP (FDOT INDEX 522-002)
2	TYPE "CR-E" CURB RAMP (FDOT INDEX 522-002)
3	TYPE "CR-F" CURB RAMP (FDOT INDEX 522-002)
4	TYPE "CR-H" CURB RAMP (FDOT INDEX 522-002)
5	18" CURB & GUTTER (SPILL OUT) (SEE SHEET C409)
6	TYPE "F" CURB (SEE SHEET C409)
7	BREEZEWAY ENTRANCE (SEE ARCH. PLANS)
8	GARAGE APRON (SEE DETAIL ON SHEET C409)
9	BIKE RACKS (3 BICYCLES) (BY DEVELOPER)

CURB CONSTRUCTION NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3,000 P.S.I. CONCRETE.
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 100', VERTICAL SAWCUT JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. EXPANSION JOINT MATERIAL MUST COVER ENTIRE CROSS SECTION OF CURB.
5. IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
6. SAW CUT JOINTS SHALL BE CUT WHILE CONCRETE IS STILL GREEN, IF JOINTS ARE CUT AFTER CONCRETE HAS CURED AND SHRINKAGE HAVE OCCURRED THROUGH THE THICKNESS OF THE CURB, THEN THE CONTRACTOR SHALL REPLACE THE CURB TO THE NEAREST JOINT OR 4' MINIMUM LENGTH.
7. CONTRACTOR SHALL BROOM FINISH CONCRETE VERTICALLY.

NOTE:
ALL WALKWAYS SHALL COMPLY WITH FLORIDA ADA GUIDELINES FOR SLOPES AND DIMENSIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT ADA GUIDELINES ARE MET.

NOTE:
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

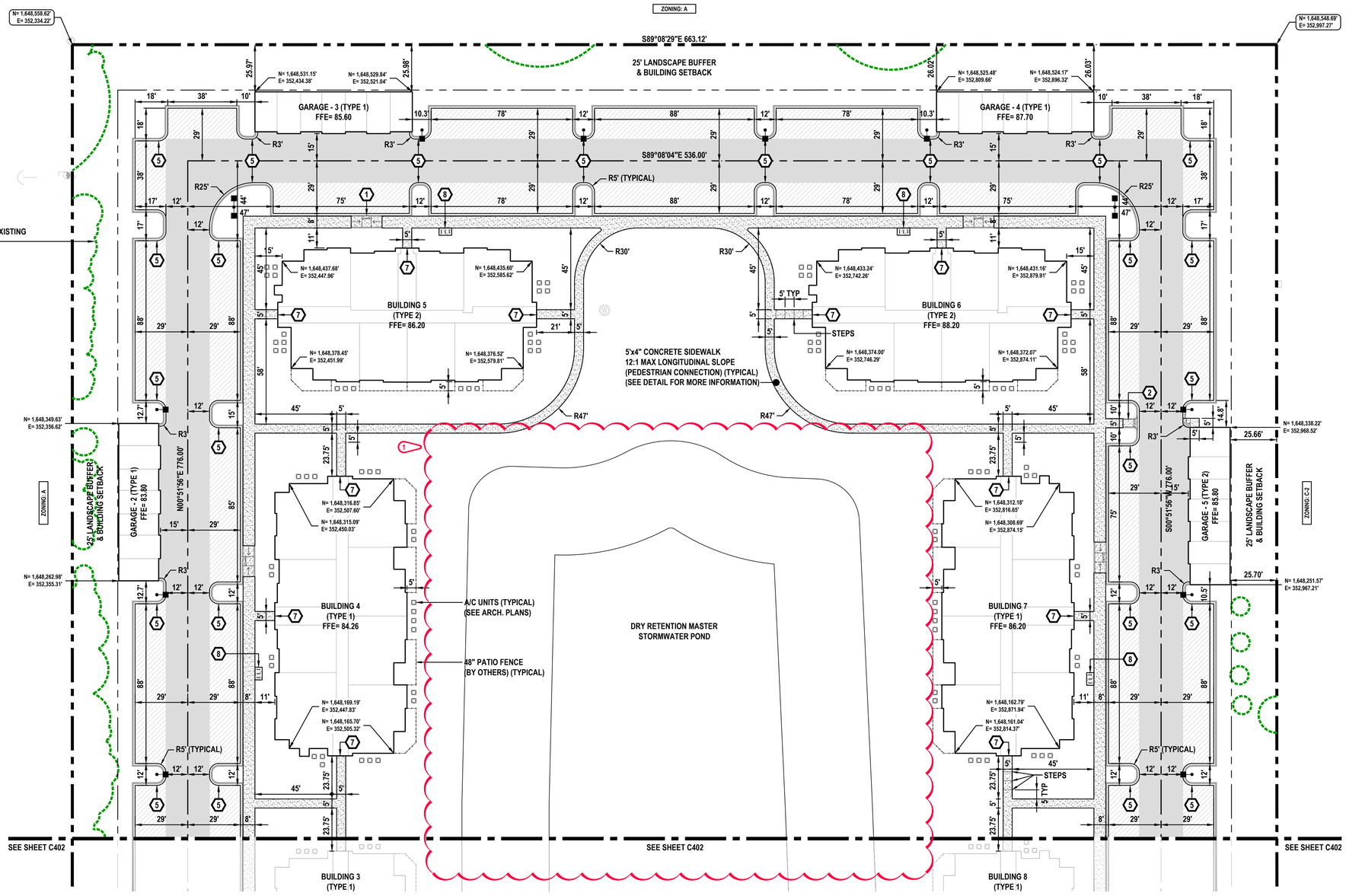
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°51'56"E	57.27'
L2	N30°51'56"E	25.83'
L3	N89°08'04"W	63.56'

GENERAL NOTES:

1. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
2. THE CONTRACTOR AT ITS OWN DISCRETION SHALL SECURE THE CONSTRUCTION SITE FROM TRESPASS.

CURVE TABLE					
CURVE #	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD	LENGTH
CURVE-1	090°00'00"	12.00'	S44°08'04"E	16.97'	18.85'

APPROXIMATE LIMIT OF EXISTING TREE CANOPY (TYPICAL)



PAVING LEGEND:

ASPHALT PAVEMENT		2.5" SUPERPAVE FDOT SP-9.5 FINE MIX, PER FDOT - SSRBC, SECTION 334 (APPLIED IN 2 LIFTS) 8" LIMEROCK BASE (LBR 100) MIN OF 98% MOD. PROCTOR MAX DRY DENSITY PER FDOT - SSRBC, SECTION 200 & SECTION 911 LATEST VERSION, ALTERNATIVELY, CRUSH CONCRETE OF EQUAL THICKNESS. GRADATION SHOULD MEET FDOT SSRBC, SECTION 334-5.2.4 (PLACE IN 2 LIFTS) 12" STABILIZED SUBGRADE (LBR 40) PER FDOT - SSRBC, SECTION 160, PAGE 196 (TYPE B) AND COMPACTED TO 98% (MIN) MOD. PROCTOR MAX DRY DENSITY PER AASHTO T-180
ASPHALT PAVEMENT (PARKING)		2.5" SUPERPAVE FDOT SP-9.5 FINE MIX, PER FDOT - SSRBC, SECTION 334 (APPLIED IN 2 LIFTS) 6" LIMEROCK BASE (LBR 100) MIN OF 98% MOD. PROCTOR MAX DRY DENSITY PER FDOT - SSRBC, SECTION 200 & SECTION 911 LATEST VERSION, ALTERNATIVELY, CRUSH CONCRETE OF EQUAL THICKNESS. GRADATION SHOULD MEET FDOT SSRBC, SECTION 334-5.2.4 (PLACE IN 2 LIFTS) 12" STABILIZED SUBGRADE (LBR 40) PER FDOT - SSRBC, SECTION 160, PAGE 196 (TYPE B) AND COMPACTED TO 98% (MIN) MOD. PROCTOR MAX DRY DENSITY PER AASHTO T-180
CONCRETE PAVEMENT		6" CONCRETE (4,000 PSI AT 28 DAYS) 12" STABILIZED SUBGRADE MIN OF 98% MOD. PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (2 LIFTS) MAX CONTROL JOINT SPACING 12'x12' MIN SAW CUT DEPTH 2"
CONCRETE SIDEWALK		4" CONCRETE (3,000 PSI AT 28 DAYS) (SEE DETAIL ON SHEET C409)

REVISIONS

DATE	DESCRIPTION
08/25/23	REV PER 08/03 TRC
	COMMENTS
09/29/23	REV PER 09/12 TRC
	COMMENTS
10/23/23	REV PER 10/10 TRC
	COMMENTS
11/14/23	REV PER CLIENT
01/18/24	REV PER 12/15 SJRWMD
02/12/24	REV PER SJRWMD
04/16/24	REV FOR JACK & BORE
12/19/25	REV PER CLIENT

1

ROGER W. STRICULA LICENSE NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER
NOT VALID UNLESS SIGNED AND DATED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRICULA, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

UPHAM
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • upham.com
LB # 0000512 LC # 0000357

THIS DRAWING IS THE PROPERTY OF UPHAM, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF UPHAM INC. COPYRIGHT 2025 ALL RIGHTS RESERVED

evolve companies

SITE GEOMETRY & LAYOUT PLAN (3 OF 3)

EVOLVE AT GROVE PARK

305 COUNTY ROAD 466A
FRUITLAND PARK FLORIDA, 34731

PROJECT No:	230312
DATE:	JULY 13, 2023
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 30'

SHEET NUMBER:

C403

INSTRUMENT #2024004655
OR BK 6269 PG 2474 - 2479 (6 PGS)
DATE: 1/12/2024 10:44:43 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $52.50

RESOLUTION 2023-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF 222 MULTI-FAMILY DWELLING UNITS, ASSOCIATED PARKING, STORMWATER, RECREATIONAL AMENITIES AND TWO COMMERCIAL PARCELS; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Evolve Fruitland Park, LLC filed an application for Major Site Plan Approval to allow for construction of a multi-family project with commercial outparcels on real property located north of CR 466A and east of Oliver Lane, Fruitland Park, Florida; and

WHEREAS, the Planning and Zoning Board of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations, subject to conditions;

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

Section 1. Granting of Major Site Plan Approval.

The application filed by Evolve Fruitland Park, LLC (hereafter referred to as "Applicant"), to allow for construction of 222 Multi-Family Dwelling Units, associated parking, stormwater, recreational amenities, and two commercial parcels on real property having an address of 305 CR 466A and located north of CR 466A and east of Oliver Lane, Fruitland Park is hereby GRANTED, with conditions, for the following described properties:

Alt. Key Numbers: 1699649 and 3884325

06-19-24-0003-000-01600 and 06-19-24-0003-000-08500

(The Properties)

LEGAL DESCRIPTION: See attached Exhibit A.

Section 2. Conditions of Approval.

(1) Prior to the issuance of a building permit, the Applicant shall resolve, to the satisfaction of the City Manager or designee, the following matters:

(a) Execute and delivery of an utility easement in favor of the City of Fruitland Park in the form provided by the City.

(2) Site plan approval shall terminate and become null and void automatically without notice if construction has not commenced within twelve (12) months from the date of this conditioned approval.

(3) The Site Plan is attached hereto and incorporated herein.

(4) The City Manager is authorized to issue and record a Notice of Site Plan Approval in the public records of Lake County, Florida, once conditions have been met.

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED and ADOPTED at a regular meeting of the City Commission of the City of Fruitland Park, Lake County, Florida this 14th day of December 2023.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire ___/___ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor DeGrave ___//___ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Gunter ___//___ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Mobilian ____ (Yes), _____ (No), _____ (Abstained), ___/___ (Absent)
Commissioner Bell ___/___ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form:

Anita Geraci-Carver

Anita Geraci-Carver, City Attorney

METES AND BOUNDS DESCRIPTION:

Parcels 061924000300008500 & 061924000300001600

A PARCEL OF LAND LYING IN A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" X 4" CONCRETE MONUMENT NO ID AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 00±49'19" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6 FOR 1,326.69 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 89±07'47" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6 FOR 1,327.37 FEET TO THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 00±51'5611 EAST ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6 FOR 41.38 FEET TO INTERSECT THE NORTH RIGHT OF WAY OF COUNTY ROAD 466-A (MILLER BOULEVARD) AS SHOWN ON THE LAKE COUNTY ROAD MAP BOOK 2, PAGE 118 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00±51'56" EAST, ALONG SAID LINE FOR 300.30 FEET TO THE SOUTHWEST CORNER OF THE NORTH PARCEL; THENCE CONTINUE NORTH 00±51 '5611 EAST, ALONG SAID LINE, FOR 984. 70 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 89±08'29" EAST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6 FOR 663.12 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 00±50'21" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6 FOR 983.33 FEET TO THE SOUTHEAST CORNER OF THE NORTH PARCEL; THENCE SOUTH 00±50'2111 WEST ALONG SAID EAST LINE FOR 300.30 FEET TO INTERSECTION WITH THE AFORESAID NORTH RIGHT OF WAY OF COUNTY ROAD 466-A (MILLER BOULEVARD) (SAID POINT BEING NORTH 00±50'2111E 42.88 FEET FROM THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6); THENCE NORTH 89±15'3311 WEST ALONG SAID NORTH RIGHT OF WAY FOR 663. 72 FEET TO THE POINT OF BEGINNING.

CONTAINING 852,037 SQUARE FEET OR 19.5601 ACRES, MORE OR LESS.

Prepared by:
Avid Group
2300 Curlew Road, Suite 201
Palm Harbor, FL 34683

Evolve at Fruitland Park - Location Map



June 27, 2023

1:5,000

0 0.0425 0.085 0.17 mi

0 0.05 0.1 0.2 km

County Boundary

Surrounding Counties

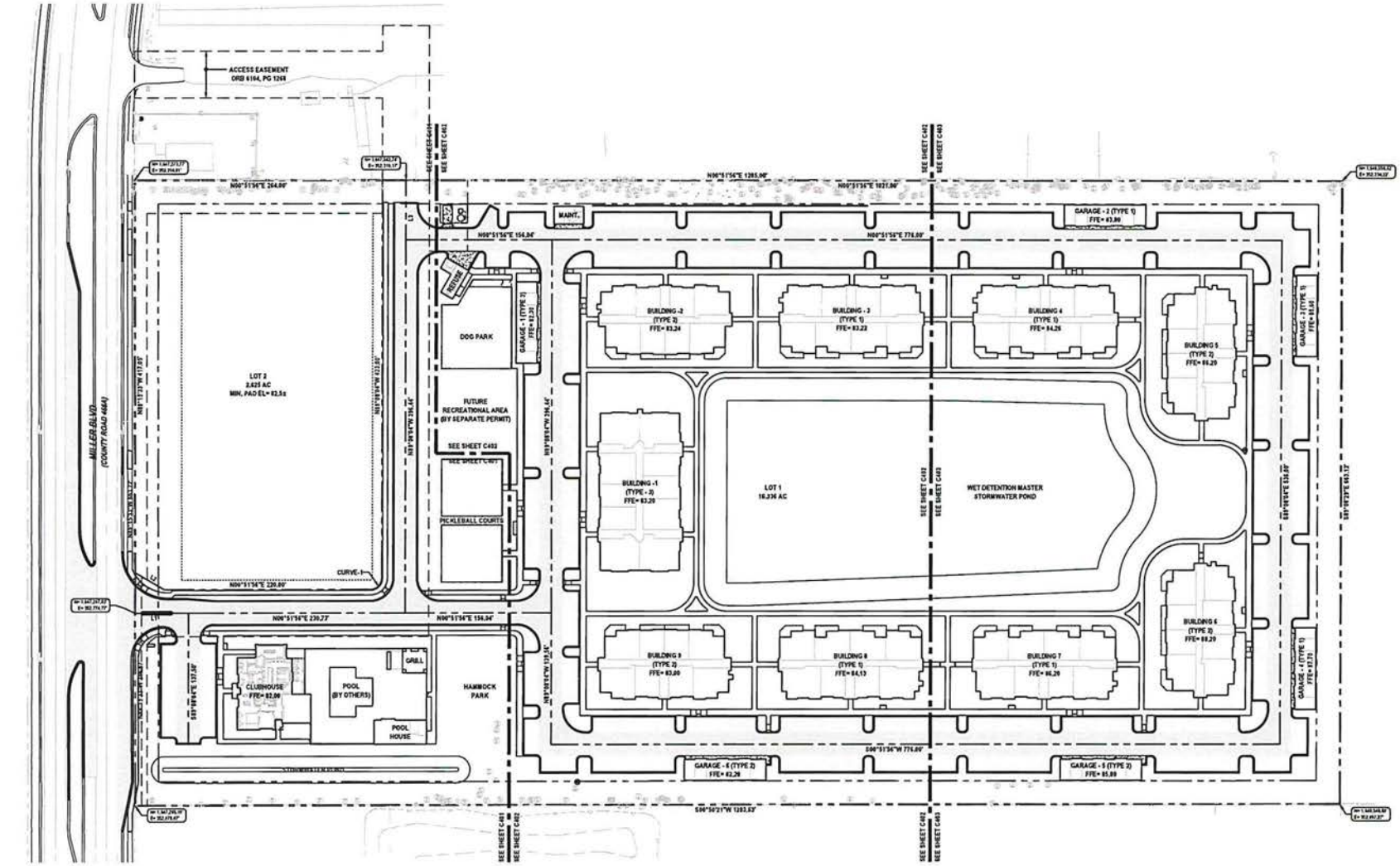
Street Names

Local Streets 5K

Tax Parcels Alternate Key

Tax Parcels

Lake County Property Appraiser
Lake BCC



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°51'56"E	57.27'
L2	N39°51'56"E	35.36'
L3	N89°08'04"W	63.00'

CURVE TABLE					
CURVE #	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD	LENGTH
CURVE-1	090°00'00"	12.00'	S44°08'04"E	16.97'	18.85'

GENERAL NOTES:

1. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
2. THE CONTRACTOR AT ITS OWN DISCRETION SHALL SECURE THE CONSTRUCTION SITE FROM TRESPASS.

NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

NOTE:
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

NOTE:
ALL WALKWAYS SHALL COMPLY WITH FLORIDA ADA GUIDELINES FOR SLOPES AND DIMENSIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT ADA GUIDELINES ARE MET.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2023 AND APPROVED PRODUCTS LIST:

INDEX NO.	DESCRIPTION		
102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	520-001	CURB AND GUTTER
		522-001	CONCRETE SIDEWALK
425-010	STRUCTURE BOTTOMS TYPE J AND P	522-002	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS
425-001	SUPPLEMENTARY DETAILS FOR MANHOLES AND INLETS	570-001	PERMANENT EROSION CONTROL
425-021	CURB INLET TOPS - TYPES 5 AND 6	700-010	SINGLE COLUMN GROUND SIGNS
425-041	GUTTER INLET TYPE V	706-001	TYPICAL PLACEMENT OF RAISED
425-052	DITCH BOTTOM INLETS TYPES - C, D, E AND H		PAVEMENT MARKERS
430-001	MISCELLANEOUS DRAINAGE DETAILS	711-001	PAVEMENT MARKINGS

REVISIONS	
DATE	DESCRIPTION
06/02/23	REV PER 6/6/23 TRC
	COMMENTS
06/29/23	REV PER 6/6/23 TRC
	COMMENTS
10/23/23	REV PER 10/19 TRC
	COMMENTS

UPHAM
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
285 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RANDY W. STRAUB, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THIS DRAWING IS THE PROPERTY OF UPHAM, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF UPHAM INC. COPYRIGHT 2023 ALL RIGHTS RESERVED

evolve communities

OVERALL SITE GEOMETRY & LAYOUT PLAN

EVOLVE AT GROVE PARK

305 COUNTY ROAD 466A
FRUITLAND PARK FLORIDA, 34731

PROJECT No:	23V113
DATE:	JULY 13, 2023
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 50'

SHEET NUMBER:

C400

City of Fruitland Park

506 W. Berckman St.
Fruitland Park FL 34731

Tel. (352) 360-6727
Fax. (352) 360-6652

August 14, 2025

VIA EMAIL

Evolve Fruitland LLC
Attn: John McDonald
2918-A Martinsville Rd.
Greensboro, NC 27408

RE: Evolve request for issuance of a Temporary/Conditional Certificate of Occupancy

The applicant has requested the City, upon final inspection, issue a certificate of completion and temporary certificate of occupancy for the Clubhouse, Pool House, Grilling Pavilion, Maintenance, Trash, Garage 1, Building 1, Stormwater Pond and Amenities as depicted on the approved site development plan consistent with the approved construction plans. The City requested a phasing plan from the applicant. The approved phasing plan is attached.

The City agrees upon final inspection and approval, to issue a conditional certificate of completion and temporary certificate of occupancy for Phase 1 which includes the Clubhouse, Pool House, Grilling Pavilion, Maintenance, Trash, Garage 1, Building 1, Stormwater Pond and Amenities. This will allow occupancy of completed phases before the entire project is finished.

All future phases of the project must prohibit public access through the use of fencing or similar methods. As a phase is completed, the applicant may request final inspection, and upon final inspection by the City and approval, a conditional certificate of completion and temporary certificate of occupancy for the phase may be granted.

At the conclusion of all phases, a final inspection shall be required and upon approval a final certificate of completion and final certificate of occupancy will be issued for the entire project. Failure to complete all phases by February 27, 2026 may result in the City revoking temporary approvals and the building official issuing a formal order to vacate and/or the assessment of fines through code enforcement.

Respectfully,

Karen Manila
City Manager

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

ITEM TITLE: **Arbor Park Phase 1** – Request for Release of Performance Bond by Halff, Inc., Engineer for the development on behalf of the Owner, Garden Street Communities.

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 22, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

BRIEF NARRATIVE: In accordance with Chapter 157, Section 157.100, a performance bond (No. 874462), in the amount of $8,015,999.93 (at 115 percent) of the estimated total cost of improvements was issued to the city as a construction surety. The development requested closeout of the project and submitted the required documentation, test reports, etc. Upon final inspection of the development by the city's contracted engineer and Public Works Director, it was determined that some issues needed to be addressed including a second lift of asphalt for the entire development. To date, this remains the only outstanding issue and will be necessary at completion build-out. The owner has requested the release of the performance bond; however, a portion of the bond must remain in effect until performance of the 2nd list of asphalt is addressed. Consequently, the development is requesting that the performance bond be reduced for improvements allowing only the amount of surety for the 2nd list of asphalt to remain.

FUNDS REQUIRED: None

ATTACHMENTS: Engineers Cost Estimate, executed performance bond, Contracted Engineer and Public Work Director's comments.

RECOMMENDATION: Approve or Deny reduction of performance bond

ACTION: Approve or Deny reduction of performance bond.

Bond No. 874462

PERFORMANCE BOND
City of Fruitland Park, Florida

KNOW ALL MEN BY THESE PRESENTS, that we Garden Street Communities Southeast, LLC, a Florida limited liability company, hereinafter referred to as "Principal", and Evergreen National Indemnity Company, authorized to do business in the State of Florida, hereinafter referred to as "Surety", are held and firmly bound unto the City of Fruitland Park, Florida, hereinafter referred to as "City" in the sum of **EIGHT MILLION, FIFTEEN THOUSAND, NINE HUNDRED NINETY-NINE & 93/100 DOLLARS ($8,015,999.93)** for the payment of which we do bind ourselves, and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal is providing performance of construction of certain improvements for the Arbor Park Phase 1 Subdivision in accordance with the approved Construction Plans of Arbor Park Phase 1 (the "Work"), as more particularly set forth on the Cost Estimate prepared by Halff Associates, Inc., which is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully construct the aforesaid improvements in accordance with the above-described approved Construction Plans with all improvements free from defects in materials and workmanship, and save harmless City from such defects, and shall within the time specified and in every respect fulfill its obligations, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released in writing by the City.

1. This bond is for the term of two years (2) years from the City's recordation of the Final Plat of Arbor Park Phase 1 in the public records of Lake County, Florida.

2. The Surety unconditionally covenants and agrees that if the Principal fails to perform its obligations set forth above within the time specified, the Surety, upon thirty (30)-days written notice from the City, or its authorized agent or officer, of the default, shall forthwith perform and complete the aforesaid obligations and pay the costs thereof, including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to perform and complete the said obligations, the City in view of the public interest, health, safety and welfare factors involved, and the consideration of approving and filing the said plat, shall have the right to resort to any and all legal remedies against the Principal and the Surety, or either, both at law and in equity, including specific performance, to which the Principal and Surety unconditionally agree.

3. The Principal and Surety further jointly and severally agree that if the Principal or Surety fails to perform the obligations set forth above or any approved amendments or changes thereto, the City, at its sole option, shall have the right to construct or cause to be constructed, the aforesaid improvements and pursue any and all rights or remedies in law or equity, including, but not limited to, injunction or specific performance, against the Principal or the Surety. In the event that the City should exercise, maintain or pursue any such remedy or right, for which the Principal and the Surety shall be jointly and severally liable hereunder to reimburse the City the total cost of any construction and damages sustained on account of the failure of the Principal to perform any or all of the provisions of this bond, including, but not limited to engineering, construction, legal, and contingent costs.

5. Addresses for notice are as provided below:

IF TO CITY: City Manager
City of Fruitland Park

506 W. Berckman St.
Fruitland Park, FL 34731

IF TO PRINCIPAL: Garden Street Communities Southeast, LLC
Attention: William Bryan Adams, Manager
100 W. Garden St., 2nd floor
Pensacola, FL 32502

IF TO SURETY: Evergreen National Indemnity Company
Attention: Julie K. Bowers
6150 Oak Tree Blvd., Ste. #440
Independence, OH 44131

6. In no event shall the liability of the Surety hereunder exceed the sum hereof.

Signed, sealed and executed this 24th day of September, 2024.

Garden Street Communities Southeast, LLC
Principal

By: _____
William Bryan Adams, Manager

Witness: _____
Amanda Snow

Evergreen National Indemnity Company
Surety

By: Karen M LoConti-Diaz
Karen M LoConti-Diaz, Attorney-In-Fact

Witness: Julie K Bowers
Julie K Bowers

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 874462

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Denise M Borowy, Julie K Bowers, Hilarie Frankenberry, Karen M LoConti-Diaz, Lillian Pezzano, Patricia A Temple, Mikayla Thornton

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TEN MILLION AND 00/100 DOLLARS ($10,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Robert W. Shepard, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

WILLIAM J. KOVAL, JR.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: _____
William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this **24th** day of **September**, 2024.

Wan C. Collier, Secretary

Florida
Department
of Insurance

EVERGREEN NATIONAL INDEMNITY COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a license and remains subject to all applicable laws of Florida.

Date of Issuance: November 28, 1983
No. 94-36-2467238

Tom Gallagher
Treasurer and Insurance Commissioner

Evergreen National Indemnity Company

Certificate

2023

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

Statement of Income

Direct Written Premium	41,420,842
Reinsurance Assumed	2,392,355
Reinsurance Ceded	(26,104,423)
Net Written Premium	17,708,774
Change in Unearned	(306,829)
Net Earned Premium	17,401,945
Losses & LAE Incurred	3,322,879
Net Commission Expense	7,351,374
Other Expenses	3,799,836
Underwriting Gain/ (Loss)	2,927,856
Net Investment Income	2,642,252
Net Realized Capital Gains (Loss)	(501,843)
Other Income/ (Expense)	14,081
Income Before FIT	5,082,346
Federal Income Tax	1,095,312
Net Income	**3,987,034**

Balance Sheet

Assets	
Invested Assets	64,762,689
Uncollected premium and agents' balances	1,675,437
Reinsurance Recoverable	149,235
Other Assets	332,083
Total Assets	**66,919,444**
Liabilities & Surplus	
Unearned Premium Reserve	7,776,825
Loss & LAE Reserves	6,734,555
Ceded Reinsurance Payable	3,355,886
Amounts retained for others	1,533,470
Other Liabilities	2,243,329
Total Liabilities	**21,644,065**
Surplus	**45,275,379**
Total Liabilities & Surplus	**66,919,444**

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2023.

David A. Canzone, Treasurer

WRIGHT-PIERCE
Engineering a Better Environment

601 South Lake Destiny Road, Suite 290
Maitland, FL 32751
407.906.1776 | wright-pierce.com

October 29, 2025

Rob Dicus, Public Works Director
City of Fruitland Park
2601 Spring Lake Road
Fruitland Park, Florda 34731

SUBJECT: Arbor Park, Phase 1 Construction Closeout

Dear Rob,

Wright-Pierce has completed our reviews of the as-built documents associated with the Arbor Park Phase 1 construction closeout and we are aware of no further outstanding items, issue of concerns, or have any additional comments. The improvements have been constructed in general conformance with the approved construction documents.

Please let us know if you have any questions or need any further assistance.

Sincerely,

WRIGHT-PIERCE



Walter A. Nickel, PE
Senior Project Manager
walter.nickel@wright-pierce.com

CC: Sharon Williams

From:	Robb Dicus
To:	Kelli Fielder
Cc:	Fruitland Park Permits; Sharon Williams; Emily Church; Brenda Sigala; Michael
Subject:	Arbor Park Closeout
Date:	Friday, November 14, 2025 7:55:12 AM
Attachments:	image001.png

Kelli,

I went and looked yesterday and Ciraco has installed all ADA crosswalk mats as required. This is the last item required by me to sign off on completion of the sitework for this project. They still owe us a 2nd layer of pavement once the houses are built so make sure whatever bond they need to have in place for the site and future paving are provided.

City of Fruitland Park
Robb Dicus
Public Works Director
Office: 352-360-6795 | 2601 Spring Lake Road
Ph: 352-308-6651 | Email: rdicus@fruitlandpark.org

Under Florida law, *Cf.* s. 668..6076, F.S., e-mail addresses are public records. If you do not want your e-mail address released in response- to a public records request, do not send electronic mail to the City of Fruitland Park. Instead contact the city by telephone or in writing.

VIA Email

swilliams@fruitlandpark.org

December 12, 2025

Sharon Williams
City of Fruitland Park
Community Development
506 W. Berckman St
Fruitland Park, FL 34731

RE: **Arbor Park Phase 1**
Halff # 056549.004
Engineers Cost Estimate - Performance Bond

Dear Mrs. Williams:

Please find enclosed the Engineer's Cost Estimate for the above referenced project based on the Ciraco Underground Construction bid. I have reviewed the bid and certify that the total cost of construction is $9,076,099.00. The remaining cost of construction is $192,069.00.

The City's requirement for a performance bond is 115% of the remaining cost of construction or **$220,879.35** for this project. On behalf of the developer, Garden Street Communities Southeast, LLC, I hereby request a reduction to the posted performance bond amount to a new amount totaling $220,879.35 for the remaining improvements.

Please provide our office with an approval letter from the City. Should you have any additional questions or concerns regarding this information, please do not hesitate to contact our office at 352-343-8481.

Sincerely,

Halff

CCH

Charles C Hiott, P.E.
Director of Land Development, VP
chiott@halff.com

CCH/tc

Enclosures

Arbor Park Phase 1 Performance Bond

Description	Quantity	UM	Unit Price	Job Total	Percent Complete	Total Remaining
Roadway						
12" Stabilized Subgrade	35000	SY	$ 7.17	$ 250,950.00	100%	$ -
6" Limerock Base (Prime & Sand)	24,000	SY	$ 14.53	$ 348,720.00	100%	$ -
1.5" SP-9.5 Asphalt	24,000	SY	$ 15.09	$ 362,138.00	50%	$ 181,069.00
Miami Curb	13,500	LF	$ 19.50	$ 263,250.00	100%	$ -
Type "A" Curb	350	LF	$ 17.00	$ 5,950.00	100%	$ -
Type "F" Curb & Gutter	3,000	LF	$ 20.00	$ 60,000.00	100%	$ -
Common Area Sidewalk	26,500	SY	$ 6.75	$ 178,875.00	100%	$ -
Handicap Ramps w/Detectable Warning	24	EA	$ 1,250.00	$ 30,000.00	100%	$ -
Signage & Striping	1.00	LS	$ 22,000.00	$ 22,000.00	50%	$ 11,000.00
ROADWAY SUBTOTAL				$ 1,521,883.00		$ 192,069.00
TOTAL				$ 1,521,883.00		**$ 192,069.00**
PERFORMANCE BOND 115%				$ 1,750,165.45		**$ 220,879.35**

CITY OF FRUITLAND PARK

AGENDA ITEM SUMMARY SHEET

Item Number: **5c**

ITEM TITLE: **Resolution 2026-001 Approval of Budget Amendment to Appropriate ARPA Interest for the Purchase of Land for Construction of a Water Treatment Plant**

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 19, 2026

SUBMITTED BY: city attorney/city manager

BRIEF NARRATIVE: **Resolution 2026-001** approves a budget amendment to appropriate interest income that has accumulated from American Rescue Plan Act (ARPA) monies for the purchase of land to build a new water treatment plant.

On October 9, 2025, City Commission passed Resolution 2025-079 which approved a contract for the purchase of approximately 5.09 acres of land located on South Grays Airport Road to build a new water treatment plant. Subsequently, an appraisal of the land was ordered to confirm that the purchase price was supported by the market value of the land. The land was appraised at $555,000, well over the $500,000 purchase price offered by the city. The City also conducted a Phase I environmental assessment which showed no evidence of contamination. Additionally, the city conducted a boundary survey of the land. The closing date for the purchase of the land is scheduled to take place on January 7, 2026.

The attached budget amendment of $530,000 includes the purchase price of the land as well as closing costs. It is recommended that interest income accumulated from ARPA money be used to pay for this purchase. During COVID, the Federal government passed a massive stimulus bill called the American Rescue Plan Act. The City of Fruitland Park was awarded $5,374,160 from this bill that was earmarked for the construction of the Public Safety Building. The monies were received in August of 2021 and August of 2022. Since that time, approximately $1 million in interest income has been earned. Previously $223,000 of this amount was used to fund permit fees for the public safety building. The current balance is $790,000.

FUNDS BUDGETED: $530,000 if amendment approved

ATTACHMENTS: Resolution 2026-001, Budget Amendment

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Resolution 2026-001.**

CITY OF FRUITLAND PARK

GF Reserves to Utility Budget Amendment **FY2026**

To: CITY MANAGER **Date:** 26-Dec-2025

Prepared by: Finance Director **Approved:**

Department Head 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 & #	400-530-533-60610 - Land	Amount:	530,000	Inc/Dec
Object name & #	001-000-000-15132 - ARPA Interest Earnings	Amount:	530,000	Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec

Explanation: To amend the FY2026 Budget using ARPA Interest earnings in reserves for the purchase of Land to construct the new Water Treatment Plant

Approved by Commission:

Date City Clerk

City Treasurer Mayor

RESOLUTION 2026-001

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PURSUANT TO SEC. 6.07 OF THE CITY CHARTER AMENDING THE 2025-2026 FISCAL YEAR BUDGET BY INCREASING EXPENDITURES IN THE UTILITY FUND BUDGET TO FUND THE PURCHASE OF REAL PROPERTY FOR THE NEW WATER TREATMENT PLANT AND DECREASING THE ARPA INTEREST EARNINGS RESERVE FUND BY THE SAME AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2025-2026 Fiscal Year budget of the City of Fruitland Park was adopted on November 13, 2025; and

WHEREAS, it is necessary to amend the budget by increasing funds in the Utility Fund budget to cover the purchase price of land for the new water treatment plant as well as closing costs; and

WHEREAS, the U.S. Treasury explained in the Compliance and Reporting Guidance issued September 23, 2025 Version:10.1 that interest earned on Coronavirus State and Local Fiscal Recovery Funds (SLFRF) do not have to follow the standard federal rules about managing federal cash, therefore, interest income may be used without restrictions on use or timing; and

WHEREAS, the City has available interest income earned on SLFRF funds to cover the expenses associated with purchase of the property for the WTP and to cover associated closing costs; and

WHEREAS, the City Commission desires to amend the City of Fruitland Park 2025-2026 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 2025-2026 budget adopted on November 13, 2025 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, 2026, by the City Commission of the City of Fruitland Park, Florida.

_____
City of Fruitland Park
Chris Cheshire, Mayor

Attest:

_____
Gwen Johns
City Clerk

Mayor Cheshire	____(Yes),	____(No),	____(Abstained),	____(Absent)
Vice Mayor DeGrave	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Williams	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Cosenza	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Raysin	____(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 8, 2026.

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

ITEM TITLE: **Resolution 2026-002 Approving Professional Services Agreement with Halff Associates, Inc. to Perform a Drinking Water Facilities Plan and Budget Amendment to Fund the Plan**

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 26, 2025

SUBMITTED BY: city attorney/city manager

BRIEF NARRATIVE: **Resolution 2026-002** approves the professional services agreement with Halff Associates, Inc. to perform a drinking water facilities plan and a budget amendment to fund the plan.

The Drinking Water Facilities Plan is required for the recently awarded SAHM SRF funding to be received by the City of Fruitland Park. Fruitland Park is entitled to receive a $19.2 million package where 50% will be forgiven (grant) and the remaining 50% will be on a 0% interest loan. The Facilities Plan will be for the expansion and improvements proposed in the recent Water Master Plan at WTP#1, WTP #6 and construction of WTP #7.

The professional services agreement to complete the drinking water facilities plan has been divided into 2 agreements; a preliminary agreement for $9,850 that was signed by the City Manager on 12/19/2025 so that Halff could begin preliminary work on the plan, and the agreement before you for $45,350. These two agreements combined will include all elements required for SRF funding of the projects with SAHM grant monies. The deadline for submitting the Drinking Water Facilities Plan is March 12, 2026.

The attached budget amendment of $55,200 funds the total cost of the Drinking Water Facilities Plan, both the preliminary agreement and the agreement before you. It is recommended that interest income accumulated from ARPA money be used to pay for this. During COVID, the Federal government passed the American Rescue Plan Act. The City of Fruitland Park was awarded $5,374,160 from this bill that was earmarked for the construction of the Public Safety Building. The monies were received in August of 2021 and August of 2022. Since that time, approximately $1 million in interest income has been earned. Previously $223,000 of this amount was used to fund permit fees for the public safety building. The current balance is $790,000.

FUNDS BUDGETED: $55,200 if amendment approved

ATTACHMENTS:	Resolution 2026-002, Professional Services Agreement, Budget Amendment
RECOMMENDATION:	Approval
ACTION TO BE TAKEN:	**Approve Resolution 2026-002.**

.

CITY OF FRUITLAND PARK

GF Reserves to Utility Budget Amendment **FY2026**

To: CITY MANAGER **Date:** 26-Dec-2025

Prepared by: Finance Director **Approved:**

Department Head 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 & #	**400-30-533-30311 - Engineering Fees**	**Amount: 55,200**	**Inc/Dec**
Object name & #	**001-000-000-15132 - ARPA Interest Earnings**	**Amount: 55,200**	**Inc/Dec**
Object name & #		**Amount:**	**Inc/Dec**
Object name & #		**Amount:**	**Inc/Dec**
Object name & #		**Amount:**	**Inc/Dec**
Object name & #		**Amount:**	**Inc/Dec**

Explanation: To amend the FY2026 Budget using ARPA Interest earnings in reserves for the cost of the Drinking Water Facilities Plan required for the SRF funding grant

Approved by Commission:

Date City Clerk

City Treasurer Mayor

RESOLUTION 2026-002

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROFESSIONAL SERVICES PROPOSAL DATED DECEMBER 19, 2025 FROM HALFF AND ASSOCIATES, INC. TO DEVELOP A DRINKING WATER FACILITIES PLAN; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PURSUANT TO SEC. 6.07 OF THE CITY CHARTER APPROVING AN AMENDMENT TO THE 2025-2026 FISCAL YEAR BUDGET TO FUND DEVELOPMENT OF THE PLAN BY INCREASING EXPENDITURES IN THE ENGINEERING FEES FUND AND DECREASING THE ARPA INTEREST EARNINGS RESERVE FUND BY THE SAME AMOUNT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, Florida, and Halff and Associates, Inc. are parties to that Agreement between City of Fruitland Park and Booth, Ern, Straughan & Hiott, Inc. for Engineering and Surveying Services dated October 27, 2011, thereafter, assigned to Halff and Associates, Inc. in September 2022 (thereinafter the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, the parties desire to enter into Professional Services Proposal dated December 19, 2025 for Halff to develop a Drinking Water Facilities plan; and

WHEREAS, the City is authorized pursuant to Chapter 166, Florida Statutes to enter into professional services agreements; 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, the City Commission of the City of Fruitland Park, Florida, has determined the proposed review fee schedule as proposed is reasonable and is in the best interest of the City to approve and adopt; and

WHEREAS, the U.S. Treasury explained in the Compliance and Reporting Guidance issued September 23, 2025 Version:10.1 that interest earned on Coronavirus State and Local Fiscal Recovery Funds (SLFRF) do not have to follow the standard federal rules about managing federal cash, therefore, interest income may be used without restrictions on use or timing; and

WHEREAS, the City has available interest income earned on SLFRF funds to cover the expenses associated with development of the Drinking Water Facilities plan; and

WHEREAS, the City Commission desires to amend the 2025-2026 Fiscal Year budget of the City of Fruitland Park was adopted on November 13, 2025 as set forth herein.

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

Section 1. The Professional Services Proposal dated December 19, 2025 from Halff and Associates, Inc. to develop a Drinking Water Facilities Plan, a copy of which is attached hereto, is approved.

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

Section 3. The City 2025-2026 budget adopted on November 13, 2025 is amended as set forth in Exhibit "A" attached hereto.

Section 4. 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, 2026, by the City Commission of the City of Fruitland Park, Florida.

_____
City of Fruitland Park
Chris Cheshire, Mayor

Attest:

_____
Gwen Johns
City Clerk

Mayor Cheshire	____(Yes),	____(No),	____(Abstained),	____(Absent)
Vice Mayor DeGrave	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Williams	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Cosenza	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Raysin	____(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 8, 2026.

VIA EMAIL

December 19, 2025

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

Re: Final City of Fruitland Park Drinking Water Facilities Plan

SCOPE OF SERVICES:

Halff is pleased to submit for your approval the following professional services proposal for developing a Drinking Water Facilities Plan, this is the final proposal to complete the work within this scope.

The Drinking Water Facilities Plan is required for the recently awarded SAHM funding, which is being provided to the City of Fruitland Park. This Facilities Plan will be for the expansion and improvements proposed at the City's WTP #1, WTP #6 and proposed WTP #7. As discussed, this Facilities Plan is reimbursable under the SAHM funding awarded to the City. With a target deadline for submittal of March 12, 2026, it is imperative that authorization be provided for Halff to continue this phase of the work at the first City Council meeting of 2026 so that we can continue the work begun with the Preliminary phase approval.

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

SCOPE OF WORK:

PHASE 100 Drinking Water Facilities Plan

Halff will prepare a Drinking Water Facilities Plan to be submitted to the Florida Department of Environmental Protection (FDEP) as required for the recently

awarded SAHM funding that the City has acquired. The Facilities Plan will include the following required sections:

- Introduction
- Existing Water Facilities Description
- Water Flow Projections
- Alternatives Evaluation
- Recommended Alternative
- Environmental Effects (Environmental study by others)
- Public Participation Process
- Financial Feasibility (Business Plan by City Finance Department)
- Implementation Schedule
- Adopting Resolution

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

FEE: $ 36,925.00

PHASE 300 Environmental Site Assessment

Halff biologists will conduct a field review of the Project Site for the purpose of evaluating the onsite habitat conditions, wetland limits, and the potential occurrence of any species considered Endangered, Threatened, or of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 68A-27.003-005 F.A.C. or the US Fish and Wildlife Service (USFWS) under C.F.R. 17.11-12.

Upon completion of the field evaluation, Halff biologists will prepare a summary letter detailing the findings of the site review and listed species surveys. If listed species are encountered, their approximate locations will be depicted on an aerial photograph of the Project Site. If there are any regulatory constraints to development of the project due to wetlands or listed species, detailed recommendations on how to resolve the constraints prior to initiating development activities will be provided to the CLIENT.

FEE: $ 6,925.00

PHASE 400 Project Management

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

invoicing, and project management are also included in this Task.

FEE: $ 1,000.00

PHASE 9999 Reimbursables

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

FEE: $ 500.00

FEE SUMMARY

PHASE	AMOUNT
PHASE 100	$ 36,925.00
PHASE 300	$ 6,925.00
PHASE 400	$ 1,000.00
PHASE 9999	$ 500.00
TOTAL	**$ 45,350.00**

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

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

Standard Hourly Rate Schedule 2022-2023

Engineers	
Principal/Officer – Professional Engineer	$300.00
Senior Professional Engineer	$260.00
Professional Engineer	$185.00
Project Manager	$155.00
Engineer Intern	$110.00
Senior Technician	$125.00
Design Technician	$90.00
Project Technician	$90.00
Survey	
Survey Department Manager – P.S.M.	$210.00
Professional Surveyor – P.S.M.	$175.00
2 Man Field Crew	$180.00
3 Man Field Crew	$235.00
4 Man Field Crew	$290.00
Senior Survey Technician	$125.00
Survey Technician	$100.00
GIS	
Principal Officer – Senior Spatial Analyst	$165.00
Senior Spatial Analyst	$135.00
Spatial Analyst	$100.00
GIS Specialist	$60.00
Landscape Architects	
Principal/Officer – Professional Landscape Architect	$230.00
Senior Professional Landscape Architect	$160.00
Project Manager Landscape Architect	$150.00
Professional Landscape Architect	$140.00
Senior Landscape Designer	$115.00
Landscape Designer	$85.00
Planners	
Principal/Officer – Land Planner	$265.00
Senior Planner	$185.00
Professional Planner	$125.00
Project Planner	$105.00
Environmental Scientists	
Senior Environmental Scientist	$210.00
Environmental Scientist II	$150.00
Environmental Scientist I	$90.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

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

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

APPROVED

Engineer: Halff Associates, Inc.

Signature: _____

Name: Robert Ern, P.E.

Title: W/WW Deputy Practice Leader, VP

Date: December 19, 2025

APPROVED

Client:

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF FRUITLAND PARK

AGENDA ITEM SUMMARY SHEET

Item Number: **5e**

ITEM TITLE: **Resolution 2026-003 Approving Professional Services Agreement with Halff Associates, Inc. to Design the Wastewater and Reclaimed Water Treatment Plant**

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 29, 2026

SUBMITTED BY: city attorney/city manager

BRIEF NARRATIVE: **Resolution 2026-003** approves a professional services agreement with Halff Associates, Inc. to design the new wastewater plant and reclaimed treatment plant located on Spring Lake Rd.

Due to the existing Agreement with the Town of Lady Lake expiring in the fall of 2026, and their desire to not partner with Fruitland Park on constructing a new wastewater treatment plant, the City issued a Request for Qualifications (RFQ) 25-01 for professional design services related to the construction of a new wastewater treatment plant and reclaimed water treatment plant.

On November 13, 2025, City Commission passed Resolution 2025-084 approving the ranking of engineering firms for professional design services related to the construction of the new wastewater treatment plant and reclaimed water treatment plant as recommended by the selection committee. Since that time, City Manager Karen Manila has negotiated a contract with Halff.

This professional services agreement with Halff, Inc. is for engineering services and related consulting services for the design, permitting, construction administration, funding assistance, etc. for the new wastewater treatment plant, new reclaimed water treatment plant, and associated facilities that will replace wastewater treatment provided through an interlocal agreement with the Town of Lady Lake. Refer to Exhibit A of the agreement for a full list of the scope of services.

The overall costs for these services is estimated to be $4.5 million. The services will be done in Phases whereby task orders for the phases will be presented to City Commission for approval. There will be no compensation due to Halff for the services provided under this agreement unless specifically agreed to by the City. Exhibit B reflects the Phases associated with the professional services agreement.

FUNDS BUDGETED:	Expenditures will be presented with task orders that will be approved by City Commission
ATTACHMENTS:	Resolution 2026-003, Professional Services Agreement
RECOMMENDATION:	Approval
ACTION TO BE TAKEN:	**Approve Resolution 2026-003.**

RESOLUTION 2026-003

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT FOR ENGINEERING SERVICES RELATED TO CONSTRUCTION OF A NEW WASTEWATER TREATMENT PLANT AND RECLAIMED WATER TREATMENT PLANT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park has plans to construct a new wastewater treatment plant and reclaimed water treatment plant; and

WHEREAS, the City followed the selection and negotiation process set forth in the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes and issued RFQ 25-01 seeking qualified engineering firms for its design and permitting; and

WHEREAS, the City negotiated a contract with Halff Associate, Inc.; and

WHEREAS, the City Commission finds it beneficial to the City of Fruitland Park to enter into the Agreement for Engineering Services Related to Construction of a New Wastewater Treatment Plant and Reclaimed Water Treatment Plant; and

WHEREAS, the City Commission desires to authorize the City Manager to execute the Agreement.

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

Section 1. The Agreement for Engineering Services Related to Construction of a New Wastewater Treatment Plant and Reclaimed Water Treatment Plant between the City of Fruitland Park, Florida and Halff Associates, Inc., a copy of which is on file with the City Clerk, is approved.

Section 2. The City Commission authorizes the City Manager to execute the Agreement for Engineering Services Related to Construction of a New Wastewater Treatment Plant and Reclaimed Water Treatment Plant.

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 _____, 2026, 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:

_____
Gwen Johns, City Clerk

Mayor Cheshire	____(Yes),	____(No),	____(Abstained),	____(Absent)
Vice Mayor DeGrave	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Williams	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Cosenza	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Raysin	_____(Yes),	____(No),	____(Abstained),	____ (Absent)

Approved as to form:

_____
Anita Geraci-Carver, City Attorney

AGREEMENT FOR ENGINEERING SERVICES RELATED TO CONSTRUCTION OF A NEW WASTEWATER TREATMENT PLANT AND RECLAIMED WATER TREATMENT PLANT

THIS AGREEMENT is made and entered into this ____ day of January, 2026, by and between **the CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "City", and **HALFF ASSOCIATES, INC.,** a foreign corporation authorized to conduct business in the State of Florida, hereinafter referred to as "Engineer".

WITNESSETH:

WHEREAS, City has a need to obtain engineering services for the design and related consulting services for the design and permitting for one (1) new wastewater treatment plant, one (1) new reclaim water treatment plant, and associated facilities that will replace wastewater treatment provided through an interlocal agreement with an adjoining municipality; and

WHEREAS, Engineer is willing to provide such engineering services to the City under the terms and conditions stated herein; and

WHEREAS, the City followed the selection and negotiation process set forth in the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, the City issued a Request for Qualifications, RFQ 25-01, for qualified engineering firms for the design and permitting of a new wastewater treatment plant and reclaim water treatment plant to serve the City of Fruitland Park; and

WHEREAS, Engineer participated in the selection and negotiation process.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **TERMS AND DEFINITIONS**

A. This Agreement shall become effective on the Effective Date and shall remain in effect until the Engineer completes the services required by this Agreement to the full and complete satisfaction of the City.

B. Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

   a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services set forth herein.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.
c. "Engineer" shall mean Halff Associates, Inc., and its principals, employees, resident project representatives.
d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.
e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse pursuant to this Agreement.
f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties pursuant to this Agreement.

C. Engagement. The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this Agreement for the stated fee arrangement. No prior or present presentation shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2. DESCRIPTION OF SERVICES

A. The scope of services under this Agreement is set forth in **Exhibit A**.
B. Upon receipt of the signed written notice to proceed from the City, the Engineer shall perform the services set forth herein.
C. The City shall furnish Engineer available studies, reports and other data pertinent to Engineer's services; obtain or authorize Engineer to obtain or provide additional reports and data as required; furnish to Engineer services of others required for the performance of Engineer's services hereunder, and Engineer shall be entitled to use and rely upon all such information and services provided by the City or others in performing Engineer's services under his Agreement.

3. CHANGES IN THE SCOPE OF WORK

A. City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any changes, the scope of services will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of paragraph 5 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.
B. All Services shall be performed in accordance with the applicable professional standard of care and the terms of this Agreement in so far as they are applicable.

4. SCHEDULE

A. Engineer shall perform services in conformance with the mutually agreed schedule set forth in **Exhibit A** or as provided in writing after the Effective Date. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a bi-weekly basis or as otherwise reasonably required by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

B. No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in paragraphs 3.A. and 19.A. herein. In the event Engineer's services are suspended, delayed or interrupted for the convenience of the City, an equitable adjustment in Engineer's time of performance may be made.

C. Any cost caused by negligent or negligently timed services shall be borne by the party responsible therefore.

5. METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

A. Compensation. The City and Engineer agree that the provision of Services will be phased, and compensation for the performance and full completion of each phase of the Services shall be established and authorized in a task order executed by the parties for each phase. For planning purposes a budget estimate is included in Exhibit A. The task order must be inclusive of all Services, materials, and expenses directly related to the Services for the specified phase. There shall be no compensation due Engineer for the Services provided under this Agreement, unless specifically agreed to by the City in writing. The lump sum and time and materials activities shall be paid in monthly installments based on a percentage complete of work to date for lump sum activities and detailed hourly and materials expenditures for time and material activities. Payment requests shall be made to the City by submitting a proper invoice detailing the Services performed and the payment requested. Payment will not be made for tasks not performed or for portions of any tasks not performed. Exhibit A sets forth the Scope of Services to be performed, and establishes the phasing plan. The City may, in its discretion, combine one or more phases in a single task order..

B. Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act s.218.70 et. seq., Florida Statutes.

C. Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

D. Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

E. Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

F. Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

G. Delay Remedy. The risk of any monetary damages caused by any delays in performance the Services under this Agreement are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement.

H. Acceptance of Payment. Acceptance of final payment by the Engineer shall constitute a release of all claims for payment which the Engineer may have against the City for such Services unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

I. Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims related to the validity of a finding by the City of overpayment.

J. Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

RIGHT TO INSPECTION

A. City or its agents shall at all times have the right to review or observe the Services performed by Engineer.
B. No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

6. PROGRESS MEETING

A. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

7. SAFETY

A. Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

8. REASONABLE ACCESS

A. During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.
B. The City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

9. INSURANCE

A. Liability Amounts. During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.
    a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $5,000,000 per occurrence or claim and $5,000,000 in the aggregate, with a deductible not greater than $50,000. For professional liability insurance written on a claims-made basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement.
    b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and in the aggregate to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

B. Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City five (5) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of a cancellation or reduction in coverage of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in subparagraphs 10.A.b. and c.

C. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by mail. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall it be obligated to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed or approved by the State of Florida to engage in the business of writing insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in subparagraphs 10.A. b and c. as "additional insured." The Engineer shall cause its insurance carriers, prior to the effective date of this Agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant

policies will be provided to the City upon request. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this paragraph on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by this Agreement.

D. Independent Associates and Consultants. All independent associates and consultants employed by Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this subparagraph.

E. The City shall require its construction contractors for the Project (a) to defend, indemnity and hold harmless the City and the Engineer, their officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising out of any third party personal injury during the construction phase of any construction contract, and (b) to provide insurance acceptable to the City as security for the risk of third party personal injury, including comprehensive general liability and builders' all risk coverages, provided, however, the Engineer agrees to release and hold harmless the City and their employees and officers, regarding any claim that Engineer may file, or should have filed, against said insurance provided by construction contractors. The City does not represent, guarantee, or warranty that said insurance will cover any claims made by Engineer whatsoever.

10. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>

A. Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement as is consistent with the applicable professional standard of care.

B. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Engineer acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

    a. All persons employed by Engineer to perform employment duties within Florida during the term of the contract; and
    b. All persons (including sub vendors/subconsultants/subcontractors) assigned by Engineer to perform work pursuant to the contract with the City. The Engineer acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City.

By entering into this Agreement, the Engineer becomes obligated to comply with the provisions of Section 448.095 Florida Statutes, "Employee Eligibility," as amended from

time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Engineer attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Engineer agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Engineer may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Engineer will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this subparagraph.

C. This Agreement is subject to Chapter 112, FL Statute, and Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the City of Fruitland Park. The Contractor shall also disclose the name of any City of Fruitland Park employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's, or its affiliates, business entity.

D. Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliates have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, as amended from time to time, for Category Two ($35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

E. That Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

    a. No person on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

    b. No employee or applicant for employment on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of

employment, or any matter directly or indirectly related to performance of this Agreement.

F. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

G. It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract or to any solicitation of proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement for the award of a subcontract or order. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

H. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exemption basis pursuant to Section 287.135, Florida Statutes, as amended.

Pursuant to Section 287.05701, Florida Statutes, as may be amended, City cannot give preference to a Contractor based on social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations.

b. The Contractor's religious beliefs, religious exercise, or religion affiliations.
c. The Contractor's lawful ownership of a firearm.
d. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f. The Contractor's support of the state of Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
g. The Contractor's engagement with, facilitation of, employment by support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures.
    2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice.
    3. Corporate board or company employment composition standards benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992.
    4. Policies and procedures requiring or encouraging employee participation in social justice programming, including but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

I. Under the Contract, the wage rate paid to all laborers, mechanics, and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wages rates for similar classifications for work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislative by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

J. Engineer agrees to amend this Agreement to include any other provisions required by Florida law, or required pursuant to any grant funding agreements or loan funding agreements for the Project.

REPRESENTATIONS

A. Engineer represents that the Services provided hereunder shall conform to all requirements of his Agreement, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of he Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement. Engineer shall provide City with a written schedule for services performed and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any,), and for the approval of submissions by authorizes having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept an employment, interest, or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations appliable to Engineer's Services. The Engineer's services and design shall comply with all appliable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, surveys, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercise its rights to perform the Services pursuant to subparagraph 2.B. herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement. The Engineer represents that it will carefully examine the scope of services required by the City and that it will investigate the essential requirements of the services required, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Agreement in conformance with the requirements of this Agreement.

B. Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their professional knowledge and judgment.

11. GUARANTEE AGAINST INFRINGEMENT

A. Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyrights, and trademarks infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend the City,

its officers, directors, employees, and agents and assigns, from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyrights, or trademark resulting from the use of any goods, Services, or other items provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

12. DOCUMENTS

A. Public Records. City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Engineer is a contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Engineer must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Engineer agrees to:

a. Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Engineer does not transfer the records to the City.

d. Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Engineer or keep and maintain public records required by the City to perform the services. If the Engineer transfers all public records to the City upon completion of the services, the Engineer must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the services, the Engineer must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119. FLORIDA STATUTES, TO ENGINEERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GWEN JOHNS, CITY CLERK, 506 WEST BERCKMAN STREET, FRUITLAND PARK, FLORIDA 34731, (352) 360-6790, GJOHNS@FRUITLANDPARK.ORG

If Engineer does not comply with this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

B. Reuse of Documents. All documents, including, but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

C. Ownership of Documents. The City and Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, survey, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, survey, inventory list, compilation, drawing, specification, model, technical data, recommendation, schedule or other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, survey, inventory list, compilation, drawing, specification, model, technical data, recommendation, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

13. <u>ASSIGNMENT</u>

A. Engineer shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

B. If upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract has been made.

C. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer who shall take immediate steps to remedy the situation.

D. If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

14. INDEPENDENT CONTRACTOR

A. At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

15. DEFAULT BY ENGINEER AND CITY'S REMEDIES

A. In addition to the City's right to terminate this Agreement for convenience under paragraph 19 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:
    a. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or
    b. Engineer files bankruptcy or seeks to make an assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or
    c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or
    d. Engineer has committed any act of fraud upon the City; or
    e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or
    f. Engineer has assigned this Agreement without the City's prior written consent.

B. Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

16. DEFAULT BY CITY AND ENGINEER'S REMEDIES

A. Engineer reserves the right to terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:
    a. City defaults by failing to pay Engineer pursuant to the provisions of paragraph 5 of this Agreement and does not cure the default within thirty (30) calendar days after written notice from Engineer; or

b. City defaults by failing to cooperate with Engineer in providing necessary information to Engineer needed for Engineer to perform the Services under this Agreement and does not cure the default within thirty (30) calendar days after written notice from Engineer.

17. TERMINATION

A. City may terminate this Agreement for convenience with no penalty at any time upon thirty (30) calendar days advance notice.

B. The City may also, upon written notice to Engineer, terminate this Agreement, without penalty, if Engineer is in default pursuant to paragraph 17, Engineer fails to comply with any condition or provision of this Agreement, or Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

C. Engineer may, upon written notice to City, terminate this Agreement, without penalty, if City is in default pursuant to paragraph 18.

D. In the event of a termination under this paragraph 19. City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed through and including the effective date of termination. In the event of a termination under this paragraph 19, any completed services performed by Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined. City shall not be relieved of liability to the Engineer for payment pursuant the provisions of paragraph 5.

18. FORCE MAJEURE

A. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; extraordinary breakdown of or damage to City's facilities; court injunction or order (except those entered due to claims of actual or alleged infringement of any patent, copyrights, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement); federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected that could not have been reasonably anticipated, reduced, or alleviated as part of Engineer's due diligence and/or adherence to the standard of care; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any

circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

19. GOVERNING LAW & VENUE

A. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be in Lake County, Florida. Venue for any federal action or litigation shall be in the Middle District Court of Florida. A party may also submit any claim for binding arbitration with the American Arbitration Association with venue in Lake County, Florida.

20. HEADINGS

A. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

21. SEVERABILITY

A. In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement.

22. WAIVER AND ELECTION OF REMEDIES

A. Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

B. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and assigned by a duly authorized representative of each party hereto.

23. THIRD PARTY RIGHTS

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

24. ATTORNEYS FEES

A. Should any litigation or arbitration between the parties arise concerning this Agreement, the parties agree to bear its own attorneys fees and costs, whether at settlement, trial/hearing, or on appeal.

25. DRAFTING

A. City and Engineer each represent that they both shared in the drafting of this Agreement and no party shall be favored or disfavors regarding the interpretation of this Agreement in the event of a dispute between the parties.

26. NOTICE

A. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, postage prepaid, and e-mailed to:

For City:

Karen Manila, City Manager
506 W. Berckman St.
Fruitland Park, FL 34731
kmanila@fruitlandpark.org

cc: Anita Geraci-Carver, City Attorney
anita@agclaw.net

For Engineer:

Halff Associates, Inc.
Robert Ern, P.E., W/WW Deputy Practice Leader VP
902 N. Sinclair Ave.
Tavares, FL 32778

B. Either party may change the notice address by providing the other party with written notice of the change.

C. Any notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

27. SOVEREIGN IMMUNITY

A. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes. This paragraph 29. shall survive termination of this Agreement.

28. CORPORATE REPRESENTATIONS BY ENGINEER

A. Engineer hereby represents and warrants to the City the following:

   a. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to provide the Servies set forth in this Agreement.

   b. Any surveyor performing Services set forth in this Agreement is duly registered and licensed as a mapper and surveyor in the State of Florida.

   c. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

29. INDEMNIFICATION

A. Engineer shall defend, indemnify, and hold harmless the City, and its elected and appointed officials, officers, employees, and agents from any and all claims, injuries, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement.

   The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

B. Engineer shall also indemnity and hold harmless the City, and its elected and appointed officials, officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Engineer's breach and caused by other persons employed or utilized by the Engineer in the performance of this Agreement.

C. THE CITY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

The indemnity provisions set forth in paragraphs 31. A. and B. shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement.

30. ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

A. The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to the construction contractor. The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor.

31. ENTIRE AGREEMENT

A. This Agreement, including any exhibits attached hereto, constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the City and Engineer.

CITY OF FRUITLAND PARK, FLORIDA	HALFF ASSOCIATES INC.
_____	_____
Karen Manila, City Manager	Signature of Engineer's Authorized Official
Date: _____	Date: _____

EXHIBIT A

SCOPE OF SERVICES

The provision of professional services for the design and permitting, from all applicable agencies, for the new wastewater treatment plant, new reclaim water treatment plant and associated facilities. Deliverables shall include fully completed and certified construction plans and specifications sufficient for bidding & construction, along with all necessary permits. Design services shall include, at a minimum, the following:

Surveying

- Boundary survey of the new plant site and other plant sites
- Topographic surveys, including overhead and underground utilities, of the new plant site and existing plant sites

Environmental

- Phase 1 environmental assessment
- Wildlife survey of endangered/threatened/protected/listed species.

Geotechnical

- Geotechnical survey for structures and stormwater pond design.

Site Improvements

- Site paving, grading, drainage, & utilities
- Landscaping & irrigation
- Site lighting, security, & electrical systems

Buildings

- On-site office and plant buildings design

Plant Improvements

- 0.6 mgd Phase I wastewater treatment plant, with provisions for expansion to 1.2 mgd, and ultimately, 1.8 mgd, over an anticipated three phases of design and construction. Final wastewater process is to be determined in coordination with City staff.
- Yard piping
- Headworks with screening and grit removal
- Biological Treatment Process
- Solids Settling
- Filtration
- Disinfection Improvements
- Solids Treatment, Dewatering and Handling
- Reclaimed Water Storage
- Reclaimed Water Pumping
- Electrical and controls
- SCADA system

Cost Estimate

- Engineers estimate of the probable cost of construction.

Bid Documents and Bidding Services

- Fully conformed set of construction plans and specifications sufficient for bidding

and construction.
- Prepare and issue bid advertisement notice and associated documents.
- Oversight of bid process for construction.

Construction Oversight

- Construction oversight of the contractor building the project, including contract management.

Funding Assistance

- Assist the City with applying for funding from FDEP, SJRWMD and other funding agencies

MORE PARTICULARLY SET FORTH BELOW PURSUANT TO PROJECT PHASING:

Phase I - Design Funding & Facilities Plan (this step obtains funding from FDEP SRF program to pay for design, which is estimated at $4.5m total, through construction)
- Funding Resources Team prepares a Funding Strategy Plan to cover design
- Design team prepares the Facilities Plan, which is the document that is submitted with the Request for Inclusion (RFI) to FDEP for SRF design funding
- Environmental team conducts the required environmental site assessment of the site for environmental clearance
- Estimated budget for this work is $80k
- This work will take approximately 3 months to complete

Phase II - Preliminary Design Report/30% Design/FDEP Permitting
- Design team prepares the Preliminary Design Report and 30% design
- Design team submits PDR and 30% design to FDEP for WWTP Construction Permit
- Estimated budget for this work is $400-450k
- If this Phase can be lumped into Phase I, it will save 6-8 months on the overall project schedule, as we will not have to wait for the SRF Funding Meeting for design funding, which likely would not occur until June, 2026. Any funds spent prior to the funding are not allowable under the loan, so this would be paid by the City from Impact Fees
- This work will take approximately 3-4 months to complete

Phase III - Final Design/Bidding/Construction Admin
- Design team prepares the final design, with 60%, 90% and 100% deliverables
- Design team works with the City to solicit CMAR for construction
- Design team works with the City and the CMAR to price the project
- Design team works with the City and the CMAR overseeing construction, startup and clearance of the WWTP
- Estimated budget for this work is $4m
- Final design will take approximately 9 months to complete, after approval of PDR and FDEP permit approval

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

ITEM TITLE: **Public Hearing -** Resolution 2025-089, Blue Penguin Carwash Extension of Major Site Plan Construction

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 22, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

BRIEF NARRATIVE: Applicant is requesting a 12-month extension of Resolution 2024-037 to allow for the construction of a car wash located on S. Dixie and US Highway 441. It was stated that economic factors including the cost of site work and equipment costs (to include tariffs) have had a significant impact on timely construction. They are seeking a strategic partnership for which they hope to have worked out soon. P&Z draft meeting minutes have been included for information.

FUNDS REQUIRED: None

ATTACHMENTS: Map, Resolution 2025-089, Resolution 2024-037, request/ justification statements and staff report.

RECOMMENDATION: Consideration to approve, per P&Z Board meeting held December 18, 2025.

ACTION: Approve or deny request to extend the site plan construction.

RESOLUTION 2025-089

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING AN EXTENSION OF THE APPROVED MAJOR SITE PLAN ALLOWING FOR CONSTRUCTION OF A CAR WASH INCLUSIVE OF PARKING, STORM WATER MANAGEMENT, AND IRRIGATED LANDSCAPING ON VACANT PROPERTY LOCATED ON SOUTH DIXIE AVENUE AND U.S. HIGHWAY 27 NORTHWEST OF DR. MARTIN LUTHER KING BOULEVARD; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER AND INTERIM COMMUNITY DEVELOPMENT DIRECTOR TO ISSUE A DEVELOPMENT ORDER EXTENDING THE APPROVED MAJOR SITE PLAN UNTIL AUGUST 10, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, legal representative Axel Castro on behalf of the owner, MMAC Realty LLC, a Florida limited liability company, filed a request for consideration of extension of the Major Site Plan adopted by Resolution 2024-037 which allows for construction of a carwash on real property located at U.S. Hwy 441 and S. Dixie Avenue, Fruitland Park, Florida, (the "Property"); and

WHEREAS, the Notice of Site Plan Approval was approved August 8, 2024 and issued August 13, 2024 to Darren T.R. Eyre, P.E., 1502 W. Fletcher Ave, Suite 101, Tampa, FL 33612 and MMAC Realty LLC, Attn. Axel Castro, DMD, 422 S. Alafaya Trail, Suite #27, Orlando, FL 32827; and

WHEREAS, the request has been considered in accordance with the City's Land Development Regulations, Ch. 152.030(d)(2) since no permits have been issued; and

WHEREAS, the Planning and Zoning Board of the City of Fruitland Park has considered the request at a duly noticed public hearing; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the request in accordance with the City's Land Development Regulations (LDRs), Ch. 152.030(d)(2), and finds that: (1) No amendments to the LDRs having an impact on the project have been adopted since the original approval; and (2) No changes to surrounding land uses, development or other conditions have required modification of the plans to meet the requirements of the LDC.

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

Section 1. Extension.
The request for an extension for an additional 12-month period is GRANTED. The expiration date of the Major Site Plan approved by Resolution 2024-037 is August 10, 2026.

See attached Exhibit A. (The Property and approved Site Plan) is attached hereto and incorporated herein.

Section 2. Resolution 2024-037.
All other terms and conditions set forth in Resolution 2024-037 remain in effect.

Section 3. Authorization.
The Interim Community Development Director and the City Manager are authorized to issue a development order extending the approved major site plan until August 10, 2026.

Section 4. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED AND RESOLVED 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:

_____ _____
Gwen Johns, City Clerk Anita Geraci-Carver, City Attorney

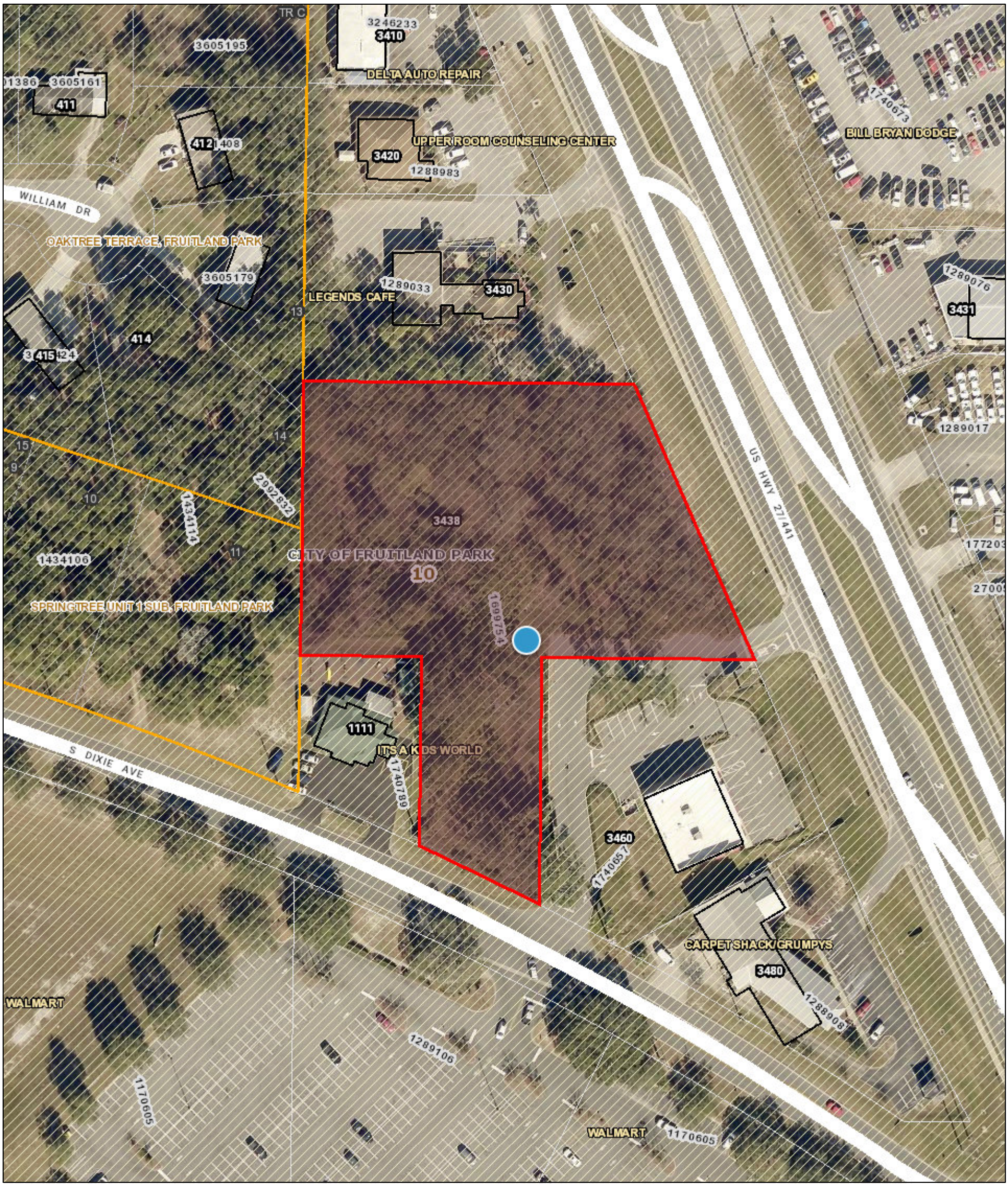
Mayor Cheshire	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Vice Mayor DeGrave	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Williams	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Cosenza	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Raysin	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)

Passed First Reading _____

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION
(SEE ATTACHED MAJOR SITE PLAN)



March 7, 2023

1:1,000

0 0.01 0.02 0.04 mi

0 0.0175 0.035 0.07 km

pointLayer

Override 1

polygonLayer

Override 1

County Boundary

Surrounding Counties

Street Names

Local Streets 1K

Subdivision Boundaries

Subdivision Blocks

Subdivision Lot Numbers

Subdivision Lots

Building Footprints

Address Locations

Boundary Line Dimensions

Property Name

Tax Parcels Alternate Key

Tax Parcels

Township/Range Grid

Section Grid

County Owned Property

City Limits In

Lake County Property Appraiser
Lake BCC

Lake County Board of County Commissioners

July 31, 2025

MMAC REALTY, LLC
Attn: Axel Castro
422 S Alfaya Trail, Suite 27
Orlando, FL 32828
(407) 748-0651
Axeldmdrcm@gmail.com

City of Fruitland Park
Community Development Department
506 W Berckman St
Fruitland Park, FL 34731
(352) 360-6727
permits@fruitlandpark.com

Dear City of Fruitland Park,

I am submitting this letter for consideration by the City of Fruitland Park for a 12-month extension of the expiration date of the approved plans which would occur on 08/19/2025. The execution of the approved Development Order was approved and signed by the City Manager on 08/19/2024.

Property Location: S Dixie Ave/CR25A & US 441, Fruitland Park, FL with Alternate Key(s) 1699754
Parcel ID No. 10-19-24-0003-000-04200
Address: 3438 US HIGHWAY 27/441, FRUITLAND PARK, FL 34731

Attached:

- $200 fee per the Land Development Regulations
- Approved Development Order: Blue Penguin Car Wash
- Resolution 2024-037

Thank you for your attention to this matter.

MMAC REALTY, LLC
Axel Castro

7/31/2025

August 21, 2025

MMAC REALTY, LLC
Attn: Axel Castro
422 S Alfaya Trail, Suite 27
Orlando, FL 32828
(407) 748-0651
Axeldmdrcm@gmail.com

City of Fruitland Park
Community Development Department
506 W Berckman St
Fruitland Park, FL 34731
(352) 360-6727
permits@fruitlandpark.com

Dear City of Fruitland Park,

Re: Property Location: S Dixie Ave/CR25A & US 441, Fruitland Park, FL with Alternate Key(s) 1699754
Parcel ID No. 10-19-24-0003-000-04200
Address: 3438 US HIGHWAY 27/441, FRUITLAND PARK, FL 34731

As a follow up to the email received on August 20, 2025 from Emily Church, Administrative Assistant to the Community Development Department; City of Fruitland Park, please see below in regards to the request from the City Attorney's response from the original letter/request for extension of the expiration of plans dated July 31, 2025.

The reason for the extension request is that the economics of the car wash development has shifted due to various factors in the car wash industry. Items such as the cost of site work, building construction and equipment have changed drastically. The biggest factor is the cost of equipment due to tariffs. We had been working with another car wash group, Hang 10 Car Wash, who backed out of the project due to these financial factors. We have been working diligently with other groups to be strategic partners to move the development of this project forward and hope to have something worked out shortly. The extension from the City of Fruitland Park will be an integral part of being able to reach our ultimate goal of development of this vacant property.

Thank you for your attention to this matter and we look forward to working with the City of Fruitland Park in regards to the development of this property.

MMAC REALTY, LLC
Axel Castro

INSTRUMENT #2024095807
OR BK 6382 PG 1611 - 1622 (12 PGS)
DATE: 8/14/2024 4:54:18 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $103.50

RESOLUTION 2024-037

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A CAR WASH INCLUSIVE OF PARKING, STORM WATER MANAGEMENT, AND IRRIGATED LANDSCAPING ON VACANT PROPERTY LOCATED ON SOUTH DIXIE AVENUE AND U.S. HIGHWAY 27 NORTHWEST OF DR. MARTIN LUTHER KING BOULEVARD; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Darren T.R. Eyre, P.E. as applicant on behalf of the owner, MMAC Realty LLC, a Florida limited liability company, filed an application for Major Site Plan Approval to allow for construction of a carwash on real property located at U.S. Hwy 441 and South Dixie Avenue, Fruitland Park, Florida (the "Property"); and

WHEREAS, the Planning and Zoning Board of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations, subject to conditions;

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

Section 1. Granting of Major Site Plan Approval.

The application filed by Darren T.R. Eyre, P.E (hereafter referred to as "Applicant"), to allow for construction of a car wash, inclusive of parking, storm water management improvements, and irrigated landscaping on real property located on South Dixie Avenue and U.S. Hwy 441, Fruitland Park, Florida is hereby GRANTED, with conditions, for the following described property:

Alt. Key Number: 1699754; Parcel Id No. 10-19-24-0003-000-04200
LEGAL DESCRIPTION: See attached Exhibit A. (The Property)
The Site Plan is attached hereto and incorporated herein.

Section 2. Conditions of Approval.

(1) The Applicant shall resolve, to the satisfaction of the City Manager or designee, the following matters prior to issuance of a certificate of occupancy:

(a) A right of way utilization permit application submitted to Lake County will be required to permit the utility, sidewalk and right-of-way work along Dixie Avenue/CR 25A. With the application, the applicant must submit:

- The legal description and sketch of the area being dedicated as additional right-of-way.
- Right-of-way survey for the area of the offsite road improvements, as applicable.
- Boundary survey of the property.
- Most recent title for the development property.
- Bylaws or operating agreement of owner that clearly states who is authorized and title of person authorized to sign the right-of-way deed in favor of the County; or letter from the attorney representing the owner as more particularly detailed in e-mail dated June 12, 2024 from Lake County to City of Fruitland Park.

Section 3. Termination.
Site plan approval shall terminate and become null and void automatically without notice if construction has not commenced within twelve (12) months from the date of this conditioned approval.

Section 4. Recording. The City Manager is authorized to issue and record a Notice of Site Plan Approval in the public records of Lake County, Florida.

Section 5. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED and ADOPTED at a regular meeting of the City Commission of the City of Fruitland Park, Lake County, Florida this 8th day of August 2024.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire 1 (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor DeGrave 1 (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Gunter 1 (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Mobilian ____ (Yes), _____ (No), _____ (Abstained), 1 (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), 1 (Absent)

Approved as to form:

Anita Geraci-Carver

Anita Geraci-Carver, City Attorney

EXHIBIT A

LEGAL DESCRIPTION
(SEE ATTACHED GENERAL WARRANTY DEED)

LEGAL DESCRIPTION:

PARCEL 1:

A PART OF SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 566.5 FEET SOUTH AND 100 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION; RUN THENCE EAST 100 FEET; THENCE SOUTH 200 FEET TO THE NORTH LINE OF THE HIGHWAY; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF THE HIGHWAY, A DISTANCE OF 110.5 FEET TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 153.1 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE NORTH 229 FEET OF THE SOUTH 991 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA,
LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27.

THIS INSTRUMENT WAS PREPARED BY:
Danielle DeVito-Hurley, Esq.
Gunster, Yoakley & Stewart, P.A.
450 E. Las Olas Blvd., Suite 1400
Ft. Lauderdale, FL 33301

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 27 day of July, 2017, between Van MF Fruitland, LLC, a Florida limited liability company, whose address is 400 Carillon Parkway, Suite 230, St. Petersburg, Florida 33716 ("Grantor"), and Fruitland Park Holdings, LLC a Florida limited liability company, whose address is 1330 Saxon Blvd. Orange City, FL 32763 ("Grantee"):

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars ($10.00), lawful money of the United States of America, to it in hand paid by the Grantee, at or before the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee and its/his/her heirs or successors and assignees forever, the following parcel of land, situate, lying and being in Lake County, Florida, and more particularly described as follows:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF (the "Land").

SUBJECT TO AND TOGETHER WITH, HOWEVER, THE FOLLOWING:

1. Real property taxes and assessments for the year 2017 and for subsequent years.

2. Zoning and other regulatory laws and ordinances affecting the Land.

3. Easements, reservations, restrictions, rights of way, and other matters of record, if any, without re-imposing the same.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of the Land hereby conveyed in fee simple; that it has good right and lawful authority to sell and convey said Land; that it hereby specially warrants the title to said Land and will defend the same against the lawful claims of any persons claiming by, through or under the said Grantor but against no others.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, the day and year first above written.

Van MF Fruitland, LLC, a Florida limited liability company

By: _____
R. Scott Collins, as Manager

_____
Witness
Vanessa Norman
Printed Name of Witness

_____
Witness
Frank Mirasola Jr.
Printed Name of Witness

STATE OF Florida)
) ss.:
COUNTY OF Pinellas)

The foregoing Special Warranty Deed was acknowledged before me this 27 day of July, 2017, by R. Scott Collins, as Manager of Van MF Fruitland, LLC, a Florida limited liability company, on behalf of the company, who (X) is personally known to me, or ( ) produced _____ as identification.

VANESSA M. NORMAN
MY COMMISSION # FF925805
EXPIRES: October 08, 2019

_____
Signature of Notary Public
Vanessa M. Norman
Printed Name of Notary Public

EXHIBIT A

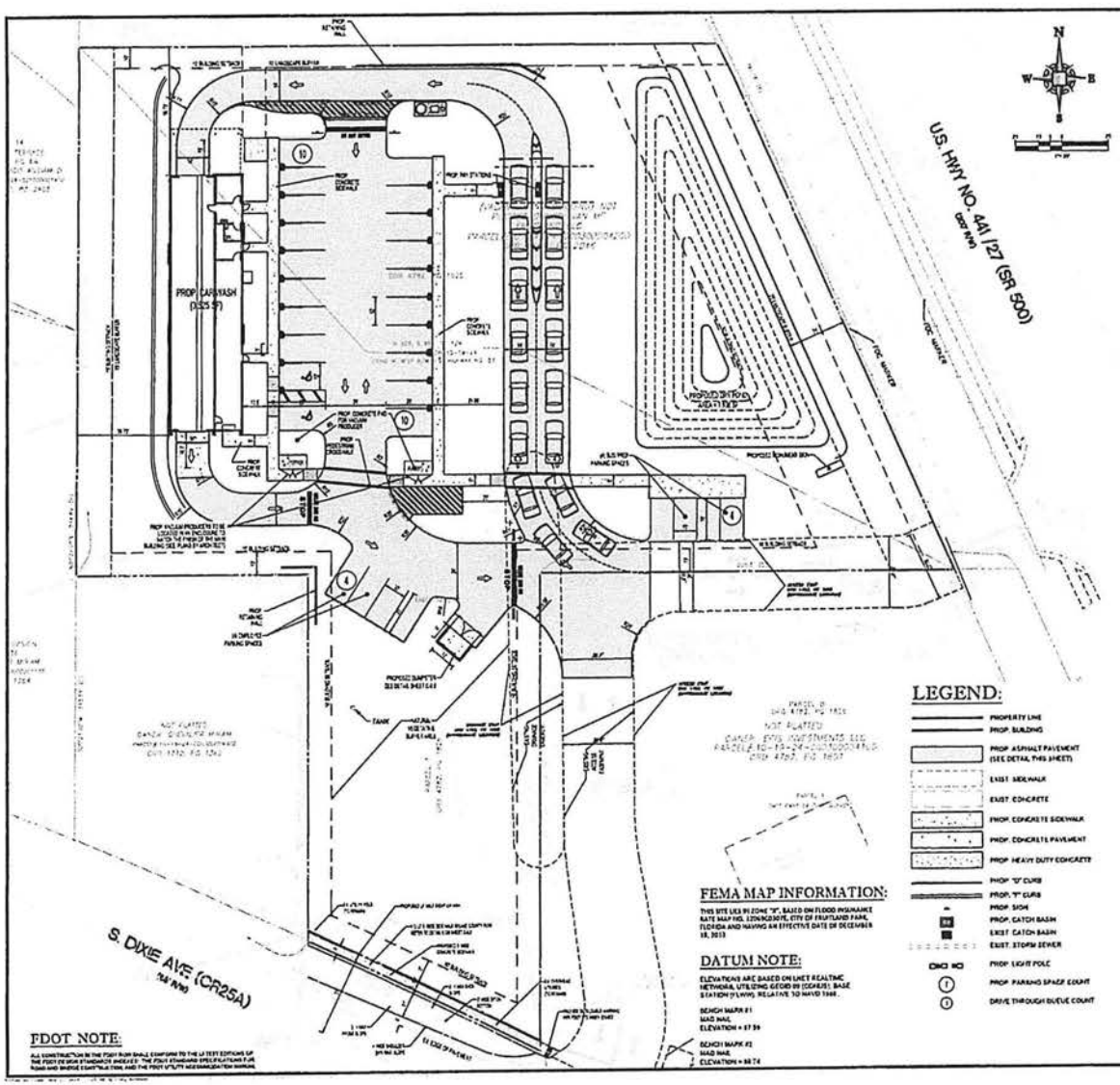
Parcel 1:

A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 566.5 FEET SOUTH AND 100 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION: RUN THENCE EAST 100 FEET; THENCE SOUTH 200 FEET TO THE NORTH LINE OF THE HIGHWAY; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF THE HIGHWAY, A DISTANCE OF 110.5 FEET TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 153.1 FEET TO THE POINT OF BEGINNING.

Parcel 2:

THAT PART OF THE NORTH 229 FEET OF THE SOUTH 991 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27.



SITE DATA TABLE:

SITE ADDRESS	S. DIXIE AVE AND US HWY 441 FRUITLAND PARK, FL 34731
PARCEL ID	4243316700-10 +4243316100
TOTAL SITE AREA	2.13 AC (92,764 SF)
JURISDICTION	CITY OF FRUITLAND PARK
ZONING DISTRICT	C-2 GENERAL COMMERCIAL
FUTURE LAND USE	COMM - COMMERCIAL HIGH INTENSITY
SOIL CLASSIFICATION	8 - CANDLER SAND, 0-5 PERCENT SLOPES 9 - CANDLER SAND, 5-12 PERCENT SLOPES

SITE AREA BREAKDOWN	EXISTING	PROPOSED
IMPERVIOUS AREA:	-	33,613 S.F. (0.77 AC) - 36.58%
BUILDING AREA	-	3,525 S.F. (0.08 AC) - 3.80%
PAVEMENT VIA AREA	3,660 S.F. (0.0612 AC)= 2.87%	25,727 S.F. (0.61 AC) - 26.51%
SIDEWALK/CURB ETC	-	3,953 S.F. (0.08 AC) - 3.80%
PERVIOUS AREA (TOTAL)	89,122 S.F. (2.063 AC) - %	58,663 S.F. (1.35 AC) - 63.34%
GREEN SPACE	89,122 S.F. (2.058 AC) - %	48,455 S.F. (1.11 AC) - 52.11%
POND	-	10,429 S.F. (0.24 AC) - 11.27%

	ALLOWED	PROP. / ACTUAL
BUILDING HEIGHT (ONE STORY)	35' MAX	30'
F.A.R.	0.35	0.04
IMPERVIOUS SURFACE AREA	70% MAX	35%
OPEN SPACE	25% MIN	57%

LANDSCAPE BUFFERS	REQUIRED	PROVIDED
FRONT (EAST)	25' - TYPE A	25 - TYPE A
SIDE ST (SOUTH)	NONE	NONE
SIDE ST (NORTH)	NONE	NONE
REAR (WEST)	15' - TYPE B	15' - TYPE B

SETBACKS	REQUIRED	PROVIDED
FRONT (EAST)	50'	50'
SIDE ST (SOUTH)	15'	30'
SIDE ST (NORTH)	15'	15'
REAR (WEST)	15'	15'

TYPICAL PARKING STALL	10' X 20' (ADA: 12' X 20')
ADA SPACES REQUIRED	2 SPACES
ADA SPACES PROVIDED	2 SPACES

REQUIRED PARKING	
EMPLOYEE (0.5 / EMPLOYEE)	3 SPACES
1 SPACE PER VACUUM LANE	1 SPACE
TOTAL	4 SPACES

PARKING PROVIDED	
VACUUM	20 SPACES
EMPLOYEE	4 (0.5 / EMPLOYEE) (MIN. 4)
BUG PREP	4 SPACES
TOTAL	28 SPACES (INCL. 2 ADA SPACE)

SITE NOTES:

1. ALL DIMENSIONS SHOWN ARE BALANCE-OF-FACE OF CURB UNLESS OTHERWISE NOTED. (BC INDICATES DIMENSION IS TO BACK OF CURB)
2. ALL RADII DIMENSIONS ARE 3 TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION, AND MARKETS COUNTY LAND DEVELOPMENT CODE.
4. RETENTION POND AND WETLAND AREAS ARE TO BE FENCED WHEN SLOPE EXCEEDS 4:1
5. ALL WORK WITHIN THE FDOT R.O.W. SHALL CONFORM TO THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND STANDARD PLANS (LATEST EDITION).
6. MAINTENANCE OF TRAFFIC PLAN FOR WORK ZONES SHALL BE IN CONFORMANCE WITH ALL APPLICABLE INDICES OF THE FDOT DESIGN STANDARDS INDEX AND SHALL BE SUBJECT TO APPROVAL BY THE TYPE OF WORK ZONE PERFORMED. REFER TO FDOT STANDARD PLANS INDEX 102-600 FOR PIPE 18"DIAM CONTROL FOR CLOSURE OF SIDEWALK.
7. ANY SIDEWALK OR CURB DAMAGED DURING CONSTRUCTION WITHIN THE FDOT R.O.W. SHALL BE REMOVED AND REPLACED.
8. ALL SIDEWALKS WITHIN THE FDOT R.O.W. SHALL COMPLY WITH FDOT E7-1 WHICH PLANS INDEX 310-101 AND BE CONSTRUCTED OF A MINIMUM 7" THICK FDOT CLASS I NON-STRUCTURAL 3,000 PSI CONCRETE WITH TROWEL HEAVY ALL TRANSITIONS SHALL BE INSTALLED PER FDOT STANDARD PLANS INDEX 410-010
9. THE FDOT PERMITTING AREA REVIEW AND LANE / SIDEWALK CLOSURES (IF FOUR- AND LAND SHIFT RESTRICTS (IF PUBLIC) 1 HOUR THE PROJECT PERMIT. THE FDOT APPLICABLE IS REQUIRED BEFORE LONGER PERIOD OF WORK WHICH MAY THE CLOSURE DETOUR. SHOULD ANY SHIFT FOR WORK IN ONE THE STATE HIGHWAY SYSTEM IF A LANE CLOSURE IS NEEDED, SUBMIT A NIGHTTIME NEEDLIFT WITH PHASE ON TES / TIMES / NIGHT WORKS ON PLAN ALLOW AT LEAST 2 WEEKS IN YOUR SCHEDULING FOR THIS SPECIAL REVIEW.
10. ALL DISTURBED AREAS WITHIN THE FDOT R.O.W. WILL BE SODDED.
11. ON 811 SIDEWALK AROUND BUILDING, TO BE PAINTED YELLOW ALONG 5' IN TURN OF SIDEWALK, NORTH AND EAST FACING SIDEWALK ONLY).
12. VERTICAL FACE OF TRAFFIC SEPARATION SHALL TO BE PAINTED YELLOW.
13. BUSINESS SIGNAGE TO BE IN SIGHT IN 811 (STATE RD. 44). ALL SIGNAGE SHALL BE ABOVE A MIN 10 MINIMUM LEE COUNTY SIGNAGE PERMIT AND MUST ADHERE TO MINIMUM LEE COUNTY SIGNAGE REGULATIONS.

ADA ACCESSIBILITY NOTES:

1. ALL HANDICAPPED PARKING SPACES AND ACCESS AISLES ADJACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPES IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
2. AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR SIDEWALK TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESSIBLE ROUTE SHALL BE A MINIMUM OF 48" WIDE, THE RUNNING SLOPE OF AN ACCESSIBLE ROUTE SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
3. IN CASE EXCEEDING 5% BUT LESS THAN 8% WILL BE CONSIDERED A RAMP AND MUST COMPLY TO THE REQUIREMENTS FOR RAMP IN SIGN (HANDRAILS, CURBS, LANDINGS). NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 2% CROSS SLOPE.
4. IN THE EVENT THAT A 48" SIDEWALK WILL BE CONSTRUCTED ON THE R/W OF A 30% THE RUNNING SLOPE OF THE SIDEWALK SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%. THE STANDARD APPLIES TO CURVED WALKS IN THE DRIVEWAY AS WELL AND WILL REQUIRE SPECIAL ATTENTION DURING STAKING TO MAKE SURE THE 2% CROSS SLOPE IS MET IN THE CURVED WALK.
5. IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE HANDICAP PARKING SPACES, ACCESS AISLE, CURB RAMPS, AND SIDEWALKS DO NOT EXCEED 2% IN ANY DIRECTION AND THAT THE ACCESSIBLE ROUTE MEETS ALL REQUIREMENTS.
6. ANY RETAINING WALLS (SITE'S AROUND THE BUILDING) SHALL NOT BE CONSTRUCTED TO THE ENGINEER'S ATTENTION AND APPROVAL. ANYTHING NOT BUILT TO THE ABOVE STANDARDS WILL BE SUBJECT TO REMOVAL AND REPLACEMENT OF THE NON-COMPLIANT AREAS AT THE GRADING CONTRACTORS COST.

LEGEND:

- PROPERTY LINE
- PROP. BUILDING
- PROP. ASPHALT PAVEMENT (SEE DETAIL THIS SHEET)
- EXIST. SIDEWALK
- EXIST. CONCRETE
- PROP. CONCRETE SIDEWALK
- PROP. CONCRETE PAVEMENT
- PROP. HEAVY DUTY CONCRETE
- PROP. "D" CURB
- PROP. "F" CURB
- PROP. SIGN
- PROP. CATCH BASIN
- EXIST. CATCH BASIN
- EXIST. STORM SEWER
- PROP. LIGHT POLE
- PROP. PARKING SPACE COUNT
- DRIVE THROUGH QUEUE COUNT

FEMA MAP INFORMATION:

THIS SITE LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12069C0315E, CITY OF FRUITLAND PARK, FLORIDA AND HAVING AN EFFECTIVE DATE OF DECEMBER 18, 2012.

DATUM NOTE:

ELEVATIONS ARE BASED ON LIKET REALTIME METHODS, UTILIZING GEOID 09 (GEOID09). BASE STATION (FLWW). RELATIVE TO NAVD 1988.

BENCH MARK #1
NAIL AND WASHER
ELEVATION = 67.56

BENCH MARK #2
NAIL AND WASHER
ELEVATION = 68.74

FDOT NOTE:

ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFORM TO THE LATEST EDITION OF THE FDOT DESIGN STANDARDS (INDEX E7). THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL.

FDOT NOTE:

ALL DISTURBED AREAS IN THE DOT ROW WILL BE SODDED

THOMAS

REVISIONS

NO.	DATE	COMMENT	BY

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

PERMIT SET

PROJECT No. 5122011
Drawn by: MB
Chk'd by: BM
DATE 04/17/23
SCALE AS NOTED
FILE# 5122011 C-5.0.DWG

PROJECT:

BLUE PENGUIN CAR WASH - FRUITLAND

FOR

S. DIXIE AVE AND US 441
FRUITLAND PARK
LAKE COUNTY, FLORIDA

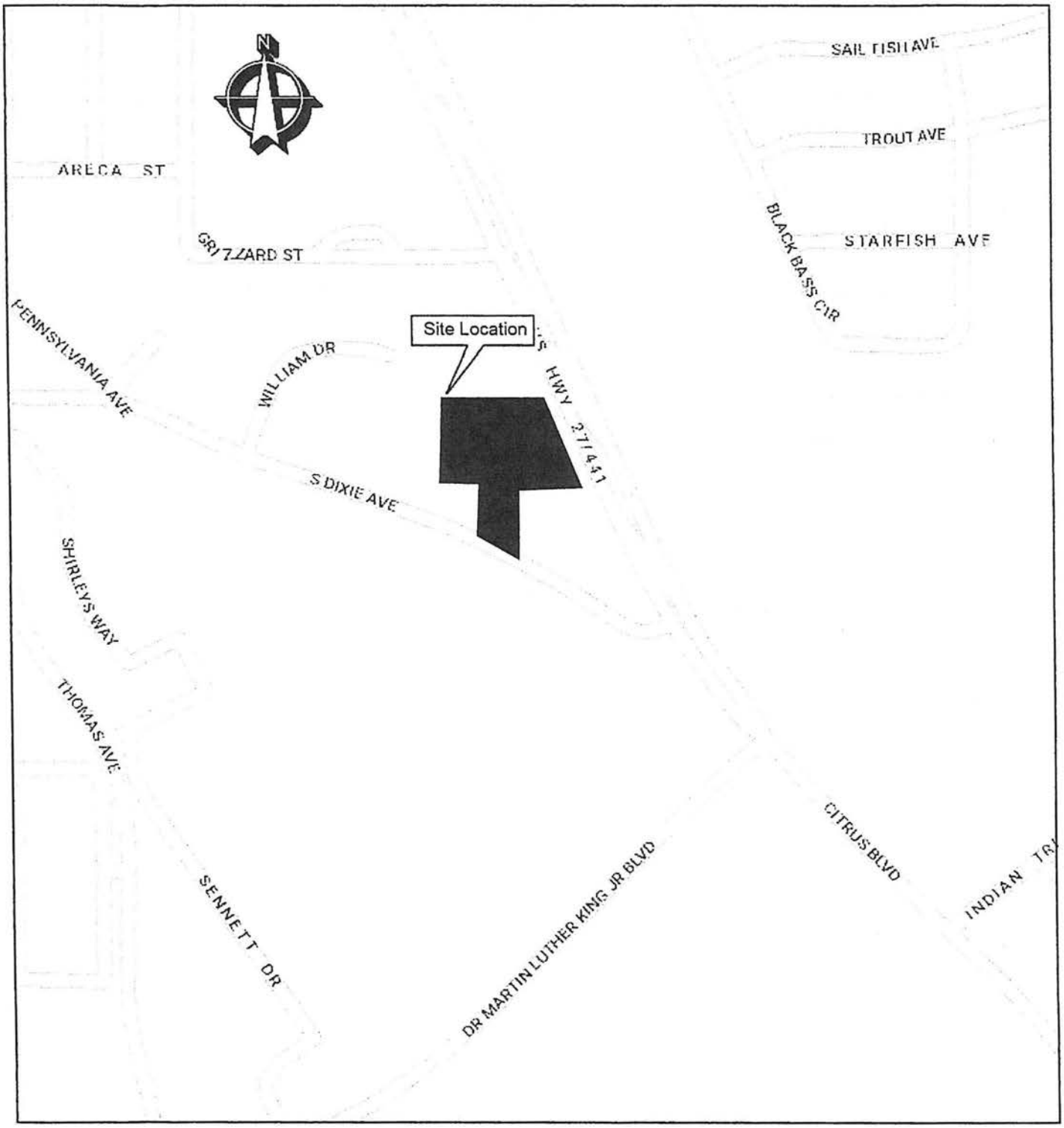
THOMAS
1550 W. FLETCHER AVE, SUITE 101
TAMPA, FLORIDA 33612
Phone (813) 374-7130
www.ThomasEngineeringGroup.com

DARREN B. EVEL, P.E.
No. 81,704
FLORIDA LICENSE No. 77696
FLORIDA CERTIFICATE OF AUTH. No. 27525

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C-5.0
OF —

LOCATION MAP - 1699754



Record and Return to:
City of Fruitland Park
506 W. Berckman St
Fruitland Park, FL 34731

NOTICE OF SITE PLAN APPROVAL

TO: MMAC Realty LLC
Attn. Axel Castro, DMD
422 S. Alafaya Trail
Suite #27
Orlando, FL 32827

Darren T.R. Eyre, P.E.
2148 Edythe Dr.
Dunedin, FL 34698

You are hereby notified that as set forth in Resolution 2024-037 site plan approval is GRANTED for construction of a carwash inclusive of parking, storm water management improvements, and irrigated landscaping on real property located on S. Dixie Avenue/CR25A and U.S. Hwy 441, Fruitland Park, Florida, more particularly described herein which lies wholly within the city limits of the City of Fruitland Park.

LEGAL DESCRIPTION:
Alt. Key Number: 1699754

Parcel Id No. 10-19-24-0003-000-04200

See attached **Exhibit A** attached hereto. (the "Property")

A copy of the approved site plan is on file with the City Clerk of the City of Fruitland Park.

Entered this 8th day of August 2024.

Gary La Venia, City Manager
City of Fruitland Park

Attest:

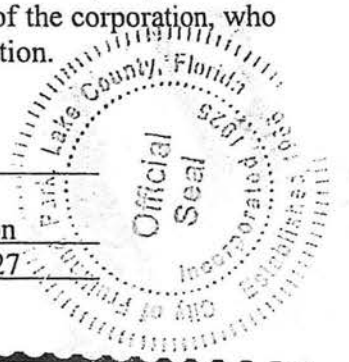
Esther B. Coulson, City Clerk
City of Fruitland Park

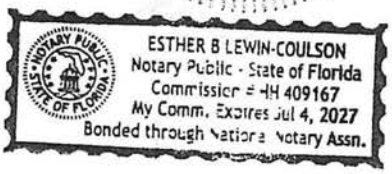
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was sworn to and subscribed before me by means of [X] physical presence or [_] online notarization, this 8th day of August 2024 by Gary LaVenia, City Manager of the City of Fruitland Park, Florida, a municipal corporation, on behalf of the corporation, who [_] is personally known or [X] has produced a driver's license as identification.

SEAL

Notary Public
Print Name: Esther B. Lewin-Coulson
My Commission Expires: July 4, 2027





City of Fruitland Park

Community Development Department
506 W. Berckman St. Tel. (352) 360-6727
Fruitland Park FL 34731 Fax. (352) 360-6652

EXTENSION OF MAJOR SITE PLAN

Blue Penguin Carwash

The City of Fruitland Park has reviewed the request by the legal representative Axel Castro of MMAC Realty, LLC, on behalf of the development, Blue Penguin Carwash, for consideration of an extension of the Major Site Plan adopted by Resolution 2024-037 which allows for construction of, a carwash inclusive of parking, storm water management improvements, and irrigated landscaping. The Notice of Site Plan Approval was approved August 8, 2024 and issued August 13, 2024 to Darren T.R. Eyre, P.E., 1502 W. Fletcher Ave, Suite 101, Tampa, FL 33612 and MMAC Realty LLC, Attn. Axel Castro, DMD, 422 S. Alafaya Trail, Suite #27, Orlando, FL 32827. The Property which is the subject of the Notice of Site Plan Approval is identified as:

Alt. Key Number: 1699754

Parcel Id No. 10-19-24-0003-000-04200

In accordance with the City's Land Development Regulations for extension of a Development Order (Chapter 152.030(d)(2) since no permits have been issued, the following has been evaluated:

(1) No amendments to the LDRs having an impact on the project have been adopted since the original approval
(2) No changes to surrounding land uses, development or other conditions have required modification of the plans to meet the requirements of the LDC.

The request for an extension for an additional 12-months is "Granted." The expiration date shall be August 10, 2026.

Approved by:

_____ _____

Michael Rankin
Interim Community Development Director

Date

_____ _____

Karen Manila
City Manager

Date

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

SITE PLAN APPROVAL EXTENSION – BLUE PENGUIN CAR WASH

Owner: **MMAC REALTY, LLC**

General Location: **West of US 27/441 and north of Dixie Ave.**

Number of Acres: **2.13 ± acres**

Existing Zoning: **Commercial (C-2)**

Existing Land Use: **Highway Commercial**

Date: **August 12, 2025**

Description of Project

The applicant/owner is seeking a one (1) year (12 months) extension of the site plan which was approved on August 8, 2024 via Resolution 2024-037. The site plan approval was for a 3,525 square foot car wash facility which is a single tunnel automatic carwash with no detailing provided. The facility will house a small office for employees only which is not accessible to customers. Vacuum stations are provided.

	Surrounding Zoning	Surrounding Land Use
North	C-2	Commercial High Intensity
South	C-2	Commercial High Intensity
East	C-2	Commercial High Intensity
West	C-2 and R-3A	Commercial and Multi-family High Density

Assessment

The applicant is requesting the extension request due to the economics of the car wash development shifted due to various factors in the car wash industry. Items such as construction of site work, building construction and equipment have changed drastically. The biggest factor is the cost of equipment due to tariffs. We have been working with other groups to be strategic partners and hope to have something worked our shortly.

Chapter 160, Section 160.050(a) addresses extensions of site plan approval which may be approved for a period not to exceed 12 months. Section 160.050(1) indicates that the City Commission shall consider the following:

A) The effect any delay in proposed project construction and completion has on the concurrency management system.

Delay of construction should not have any adverse effect to public facilities as outlined below:

The anticipated wastewater flow based on the previous concurrency application was 5,000 GPD and the anticipated water flow was also 5,000 GPD. Delay of construction should not adversely affect the level of service of the existing facilities.

The previous traffic reviewed indicated a de minimis impact; therefore, delay of construction should not adversely affect the level of service of roadways.

There are no anticipated adverse impacts associated with solid waste.

B) The impacts of having any new and existing regulations applied to the project.

Section 160.050(2) indicates that the City Commission may attach conditions to a site plan extension approval that further the intent and purpose or satisfy the requirements of any comprehensive plan policies or land development requirements. No extensions may be granted unless the City Commission determines that an extension satisfies the applicable requirements of the concurrency regulations of Chapter 153.

To the best of planning staff's knowledge, no new regulations have been adopted which would affect the site design and approvals previously granted.

Conclusions

The request for extension was dated July 31, 2025 prior to the expiration date of the site plan. The extension request meets the technical requirements of the Land Development Regulations as outlined in Chapter 153 and Chapter 160, Section 160.050.

506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352 360-6727
FAX: 352 360-6652

Board Members:	**Others:**
Al Goldberg, Chairman	Sherie Lindh, LPG
Daniel Dicus, Vice Chair	Anita Geraci-Carver, City Attorney
Carlisle Burch	Kelli Fielder, Permit Tech II

MINUTES
PLANNING & ZONING (P&Z) BOARD
December 18, 2025
6:00 PM

I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Led by Chairman Goldberg.

II. **ROLL CALL:** All present, Ms. Grunewald and Mr. Burriel have recently resigned from the board.

III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from November 20, 2025 included for review/comment. No corrections or deletions and were approved unanimously.

IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. AdventHealth Sign Variance – Alt Key 1288088

The applicant has submitted a variance request to the sign regulations to allow an increase in total sign square footage from 150 square feet to 746.2 square feet, increase in height of monument sign from 10' to 12' for the sign located adjacent to CR 466A, additional monument sign location and additional wall signage. The revised request includes an ER Beacon Sign on the west elevation of the freestanding emergency room facility. The sign consists of illuminated channel letters reading ER, face-lit in high visibility red with a total sign area of 44.3 square feet and letter height of 4'-8 ¾ ". As a 24-hour health facility, the applicant would like to ensure visibility from all approach directions north, east, south and west to assist with wayfinding in a safe and timely manner. The applicant is also seeking approval to internally illuminate the south-facing ER portion of the spire (architectural feature). Within the Resolution (see attached excerpt) is a statement about that the ER lettering on the beacon sign may only be illuminated facing westward however, applicant is requesting that the ER lettering be illuminated facing south.

Sherie Lindh, LPG, introduced the project. Abby Mentry, 13266 Byrd Dr. Odessa, was present to represent the applicant. Ms. Mentry explained the request and the reasons behind the need for a Variance, stating that an ER must be immediately recognizable and navigable. She presented a photometric plan drawing of the ER sign. She explained the configuration of the project and the need

for additional signage. She also assured the board that they had worked with staff to ensure that the ER beacon sign would be at a wattage and lighting level that would not disturb surrounding residential areas. She said light projection brightness is less than that from a 60 watt bulb.

Mr. Burch asked that the southern exposure from the signs be subdued so the neighbors would not be disturbed. Ms. Mentry confirmed that it would be.

The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

B. Blue Penguin – Development Order Extension

The Development Order for Blue Penguin Car Wash was issued 13th August 2024 with an expiration date twelve (12) months from the date of approval if construction had not commenced. A letter request for issuance of an extension was dated August 21,2025. Clarification on the amount of time requested has led to the applicant seeking an 18-month extension. The applicant states that the reason for the extension request is due to economics with the biggest factor being the cost of equipment (due to imposed tariffs).

Sherie Lindh, LPG, introduced the project. There was no one present representing Blue Penguin. Mr. Dicus asked if the developer had intent to begin the project within the next 12 months. Ms. Lindh stated to the best of her knowledge, the developer has been actively seeking financial support to begin construction. She noted that construction costs have delayed the project. She noted that the code also allows them to apply for another extension.

Mr. Burch asked if there was a limit on the number of extensions that could be requested. Ms. Geraci-Carver said the Land Development Regulations are being modified and if any changes affect the project, there would be a valid reason to deny any further extensions.

The motion to approve was made by Mr. Burch and seconded by Vice Chair Dicus. It was approved by a vote of 2 to 1.

C. Ordinance 2025-023 Administrative Approval of Final Plat

Effective July, 1, 2025 Florida Law/State Statue, Chapter 2025-164, requires that all municipal final plats be approved administratively vice by city commission. Fruitland Park's administrative code (Land Development Regulations) will require update designating administrative authority to the Community Development Director and in his/her absence, the community development administrative manager. The final plat must be approved by the administrative designee with authority to approve final plats/replats and recorded in the public records of the county prior to the sell of any lor or parcel.

Ms. Geraci-Carver stated there were changes in the most recent legislative sessions that provides for final plats to be approved administratively. A resolution was presented to designate the authority to sign off on approvals of final plats, and this ordinance is in follow-up to that resolution and provides for the plats to be approved. This process has been designated to the Community Development Department with the community Development Director having the authority to approve plats and secondary approval would be by the Community Development Manager.

The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

D. <u>Vita Serena – Annexation, Large Scale Comprehensive Plan Amendment & Rezone/PUD for Alt Keys 1288339, 1288347, 3884327 & 1288053</u>

a. <u>Annexation; Ordinance 2025-025</u>
The applicant is seeking to develop a 410-unit subdivision comprised of 155 single family units on 40' lots, 101 single family units on 50' lots and 154 villa/duplex units on 35' lots. The property is located on the north side of County Road 466A, west of Micro Racetrack Road. The requested building height for the single-family units are 2-story. NOTE: There are a total of 4 parcels; however, one parcel, alternate key 1288339, is already within Fruitland Park's jurisdiction. The other 3 are within "unincorporated" Lake County and are requested to be annexed.
    - Letter of Objection for Annexation (Lake County) - no other objections received to date

b. <u>Large Scale Comp Plan Amendment; Ordinance 2025-026</u>
The proposed development is comprised of 4 parcels, a total acreage of 95.35 +/-, with a proposed land use of multi-family low density and a maximum density of 8 units/acre. However, the proposed gross density is 4.30 units/acre. Development in this land use category is limited to **single-family detached**, single-family attached, **two-family (duplex),** multi-family homes, and mobile homes.

c. <u>Rezone/ PUD; Ordinance 2025-027</u>
The applicant is seeking to rezone approximately 95.35 +/- acreage for property currently zoned as Lake County Agriculture and City General Commercial (C-2) to City of Fruitland Park's Planned Unit Development (PUD). The future land use map designation is requested as Commercial High Intensity and Multi-Family Medium Density. The latter is compatible to surrounding land uses. There is currently an approved proportionate share mitigation agreement with Lake County Schools. It is proposed to develop the site in three (3) phases.

Sherie Lindh, LPG, introduced the project. Ms. Geraci-Carver noted that a letter of objection had been received from Lake County, dated December 8, 2025, from Commissioner Morris. The county objects to the annexation and ultimate development of this property to protect rural lifestyles and agricultural uses. They stated that approval of the annexation and proposed development plan would negatively impact existing infrastructure and public services, potentially leading to a decrease in the quality of life for current residents. Ms. Geraci-Carver stated that two additional letters of opposition had been received. Copies of the letters have been shared with the applicants.

Logan Opsahl, 215 N Eola Dr. Orlando, Lowndes Law, was present to represent the applicant. He provided a presentation of the Vita Serena project, noting that representatives from the project team were also available to address any questions. He provided an overview of the area to provide a wholistic view of the proposed project. He noted that the PUD Ordinance does have an accompanying development agreement that will go with the zoning designation.

Mr. Opsahl noted that some improvements to Micro Racetrack Road would include signalization and a roundabout to assist with traffic calming. He noted that this project was unique in that it was targeting a multi-generational community. He noted that although a preliminary plan would be presented, it is not part of the request being presented today.

Bart Ritota, 2619 Dartford Terrace, discussed the environmental impacts of the project on surrounding property owners. He also did not think that property taxes would be sufficient to support residents that would be moving into the area. Expressed concerns of the powerlines and recommend fencing.

Catherine Stafford 35824 Micro Racetrack Road, spoke in opposition to the project. She expressed

concern about the density, noting that most of the residents along Micro Racetrack Road have been long-term residents. She said they would be highly impacted by the increased density. She also opposed the roundabout which would be directly in front of her home.

Jeffrey Ahern, 278 Almeria Street, Banbridge Villas, discussed his concerns with the impact on residents in the Bainbridge Villas. He thought the quality of life for residents would be greatly impacted. Expressed liability issues and questioned the safety of the public with the closeness of the powerlines within the proposed development.

Lonnie Wade, 35699 Micro Racetrack Road, discussed the traffic on Micro Racetrack Road.

Sally Wade, 2450 Back Water Way and owner of property at 35699 Micro Racetrack Road, talked about the impact this development would have on long-time residents along Micro Racetrack Road who are accustomed to a rural lifestyle. She also talked about the traffic impacts that would result from this development.

Mr. Opsahl addressed comments made by public participants. He acknowledged that the developer would need to work with the School Board and Lake County to address concerns from the surrounding residents. He also stated that there will be no mobile homes within this proposed development as the staff report stated mobile homes are only allowed in mobile home parks and it was marked in error somewhere on the application. He expressed that it is well known that Micro Racetrack Road has some challenges, and the developer has been in ongoing communications with Lake County.

Mr. Dicus further stated that Micro Racetrack Road is not adequate to accommodate the proposed growth. He also expressed concern that Lake County is not likely to do anything about the road. He asked if Micro Racetrack is under Lake County Jurisdiction. Ms. Lindh confirmed the jurisdiction of Micro Racetrack Road and 446A is Lake County and confirmed that a traffic impact analysis had to be applied for and reviewed by Lake County. Mr. Dicus asked if the developer would be willing to fund additional improvements to from the proposed roundabout on Micro Racetrack Road all the way to 446A. Mr. Opsahl said Micro Racetrack Road does have insufficient right of way. He said ultimately, the road would be improved as a result of impact fees.

Mr. Dicus inquired about schools and Mr. Opsahl stated that they had gotten a mitigation agreement from the Lake County School Board. He explained how school concurrency works to fund schools in an area based on growth.

Mr. Dicus wondered if the lot sizes could be increased for the proposed development. Ms. Geraci-Carver said the Planned Unit Development application reflected what the developer had applied for but there would be opportunity for negotiations between the developer and the City.

Mr. Burch was concerned about the congestion in the area. Mr. Opsahl said the clustering is part of the reason why a Planned Unit Development is necessary, to accommodate a mix of houses and where they are placed to allow features like amenities and the open area with a trail. Mr. Burch also noted that the density outside of Fruitland Park corporate limits is not reflective of the desires of Fruitland Park.

There was a brief discussion about how the project would be broken down into three phases. Richard Wohlfarth, as applicant, on behalf of Joseph C. Burke Jr., owner, noted that the timing would be directly related to sales. Mr. Burch asked about the duplex units and their ownership. Mr. Wohlfarth

stated that the entire project will be fee-simple.

Mr. Dicus said there are road issues that are not going to be fixed by the developer, Lake County, or Fruitland Park. He asked if there was any flexibility for not having the roundabout, leaving Micro Racetrack Road alone, and using Oliver Lane for all ingress and egress from the development. Ms. Lindh responded, citing code specific information which requires two access points for ingress and egress.

Mr. Wolfarth said that anything over 100 units would require two entrances. He also pointed out that the road impact fees for this project are over a million dollars. He committed to working with Lake County to try to ensure that the dollars collected are used to improve Micro Racetrack Road.

Mr. Burch questioned with the South entrance is going to be combined with Advent. Mr. Opsahl stated that there will be a light installed. Andrew Calhoun, Pontre Vetra Florida, Developer, further explained a Tri-Party Agreement between Lake County, AdventHealth and the Developer to address some of the concerns expressed for ingress and egress.

Ms. Geraci-Carver reviewed the Lake County objection letter giving the most important points. Density, impact on infrastructure, access points, permitting, dedicated turn lanes, and roundabout requirements.

Annexation; Ordinance 2025-025; Alt keys 1288347, 3884327 & 1288053
The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

Large Scale Comp Plan Amendment; Ordinance 2025-026
The motion to deny was made by Mr. Burch and seconded by Vice Chair Dicus with the recommendation that the lot sizing being enlarged. It was approved by a vote of 2 to 1.

Rezone/PUD; Ordinance 2025-027
The motion to deny was made by Mr. Burch and seconded by Vice Chair Dicus. It was approved by a vote of 2 to 1.

E. The Enclave at Lake Geneva (G&H) – Small Scale Comprehensive Plan Amendment & Rezone for Alt Keys 1284384, 2748770, 1809444, 1809436, 1284422, 1284392

a. Small Scale Comp Plan Amendment, Ordinance 2025-029
Approximately 0.611 +/- acres (26,635 square feet applicable to a portion of alternate key 1284422), more or less of the right of way line of CSX Railroad (an abandoned railway - see applicant's sketch of description) requiring change to the City of Fruitland Park's Future Land Use Map from "Commercial" to "Mixed Community".

b. Rezoning to Mixed Planned Unit Development (MPUD), Ordinance 2025-030
The properties are being developed as part of a larger project known as The Enclave at Lake Geneva consisting of parcels contained within A-F. Overall the applicant is seeking to add additional single family homes not to exceed an additional 121 units. Permitted uses through the addition of parcels contained within G & H would also allow for some portions specified under the C-1 zoning designation to have commercial uses; as well as uses specified under C-2.

Sherie Lindh, LPG, introduced the project. Mr. Opsahl provided a presentation on the project. Logan Opsahl, 215 N Eola Dr. Orlando, Lowndes Law, was present to represent the applicant. He provided a presentation of the G & H portion of The Enclave at Lake Geneva project, noting that representatives from the project team were also available to address any questions. He provided an overview of the area to provide a wholistic view of the proposed project.

Mr. Dicus questioned the possible extension of Lake Ella Road straight out to US Hwy 441/27. Mr. Opsahl stated that there is an agreement in process.

Small Scale Comp Plan Amendment, Ordinance 2025-029
The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

Rezoning to Mixed Planned Unit Development (MPUD), Ordinance 2025-030
The motion to approve was made by Mr. Burch and seconded by Vice Chair Dicus. It was unanimously approved.

BOARD MEMBERS' COMMENTS:

Mr. Dicus inquired about what it would take to address allowable lot sizes in the Land Development Regulations. Ms. Geraci-Carver responded that a request would have to be made to the City Commission. Ms. Lindh further stated that she and Mr. Ranking had been working together to create a list of LDR amendment. She discussed some of the proposed changes and stated that right now the City is not allowed to adopt any stricter regulations. She noted that proposed changes are being reviewed.

PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. 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 Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

ADJOURNMENT: 8:11 p.m.

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

ITEM TITLE: **Resolution 2025-090, Authorization to Purchase License Plate Readers Florida Department of Law Enforcement Equipment Grant**

MEETING DATE: December 11th, 2025

DATE SUBMITTED: November 20th, 2025

SUBMITTED BY: city attorney/city manager/interim police chief

BRIEF NARRATIVE: The Police Department is applying for a Florida Department of Law Enforcement Equipment Grant for the purchase of Flock Safety Automatic License Plate Readers (ALPRs) to enhance investigative capabilities, improve public safety, and support real-time crime prevention efforts throughout the City of Fruitland Park.

The purpose of Resolution 2025-090 is to request that the Mayor be authorized to execute an agreement between the City of Fruitland Park and The Flock Group, Inc., for the purchase of five (5) Flock License Plate Reader Cameras.

While this item has not been included in the fiscal year 2025-26 budget, the city has applied for grant funding in the amount of $18,250, to cover the startup costs and cameras for the first year. Subsequently, the City would be obligated to pay an annual recurring fee of $15,000. A clause has been added to the contract that would allow the City to opt out of the contract if the grant funding is not received. The goal of the Police Department was to apply for the grant funding in the next fiscal year, but this could allow the City to acquire the equipment a year earlier and would save the City any startup costs associated with the Flock Cameras.

ALPR technology assists law enforcement by capturing images of vehicles and license plates as they pass fixed or mobile camera locations. The system compares captured license plates against national and state databases ("hot lists") that include vehicles associated with:

- **Amber, Ebony, and Silver Alerts**
- **Missing persons investigations**
- **Stolen vehicles**

- **Vehicles wanted in connection with criminal offenses**

When a positive match occurs, the system provides an **instant, real-time alert** to officers, identifying the location where the vehicle was detected.

Investigative Advantages

In addition to real-time alerts, ALPR data serves as a powerful investigative tool by:

- Identifying vehicles associated with suspects, witnesses, or victims
- Providing exculpatory information and eliminating innocent persons from suspicion
- Assisting in the investigation of serial crimes across multiple jurisdictions
- Offering a data-driven pointer system that supports case development and crime reduction strategies

Flock ALPRs are currently used throughout the region and statewide, and have been shown to greatly increase case clearance rates, particularly in property crimes, violent crimes, and missing-person incidents.

FUNDS REQUIRED: The City would pay the initial $18,250.00 to purchase 5 Flock License Plate Reader Cameras and the Implementation Fee and Annual Subscription Fee for the First Year, once the Grant funds are received, a budget amendment would be prepared for approval by the City Commission for reconciliation of the funds.

ATTACHMENTS: Resolution 2025-090, Flock Safety Order Form, Addendum No. 1, Terms & Conditions

RECOMMENDATION: Consideration of Resolution 2025-090

ACTION: Approval of Resolution 2025-090

RESOLUTION 2025-090

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF $18,250.00 FOR 5 FLOCK LICENSE PLATE READER CAMERAS, AN IMPLEMENTATION FEE AND ANNUAL SUBSCRIPTION FEE FOR THE FIRST YEAR; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY AND FLOCK GROUP, INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park desires to purchase Flock license plate reader cameras that integrate into the police department's Axon and CAD systems; and

WHEREAS, automated license plate readers are allowed for the purposes of collecting active criminal intelligence or investigative information, but are prohibited from being used to issue traffic tickets; and

WHEREAS, the City Commission finds it beneficial for the safety of the City to purchase the license plat reader cameras and install them within the City of Fruitland Park's rights-of-way; and

WHEREAS, it is necessary for the City Commission to approve the purchase from and payment to Flock Group, Inc. because the expenditure exceeds the city manager's spending threshold; and

WHEREAS, Flock Group, Inc. agrees, as provided in Addendum No. 1, that if grant funding is not awarded to the City to cover expenditure of the funds in the amount of $18,250.00, then the City is under no obligation to proceed with the purchase and the agreement will automatically terminate; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve the expenditure of funds for this purpose.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Exhibit A (Order Form) from Flock Group, Inc. in the amount of $18,250.00 and Addendum No. 1, **a copy of which are attached**, are approved.

Section 2. The mayor is authorized to execute Exhibit A and Addendum No. 1.

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 11th day of December, 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:

_____
Gwen Johns, City Clerk

Mayor Cheshire	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Vice Mayor DeGrave	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Williams	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Cosenza	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Raysin	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)

Approved as to form:

_____
Anita Geraci-Carver, City Attorney

Flock Safety + FL - Fruitland Park PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jake Kauffman
jake.kauffman@flocksafety.com
+12156924687

flock safety

EXHIBIT A

ORDER FORM

Customer:	FL - Fruitland Park PD	Initial Term:	12 Months
Legal Entity Name:	FL - Fruitland Park PD	Renewal Term:	12 Months
Accounts Payable Email:	hrains@fruitlandpark.org	Payment Terms:	Net 30
Address:	506 W Berckman St Fruitland Park, Florida 34731	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$15,000.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	5	$3,250.00
		Subtotal Year 1:	$18,250.00
		Annual Recurring Subtotal:	$15,000.00
		Estimated Tax:	$0.00
		Contract Total:	$18,250.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	$18,250.00
Annual Recurring after Year 1	$15,000.00
Contract Total	$18,250.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions**.**

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: FL - Fruitland Park PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

ADDENDUM NO. 1 TO
FLOCK GROUP, INC. ORDER FORM AGREEMENT

Flock Group, Inc. is designated Contractor for purposes of this Addendum.

Public Records

City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the serves, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119. FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ESTHER COULSON, CITY CLERK, 506 WEST BERCKMAN STREET, FRUITLAND PARK, FLORIDA 34731, (352) 360-6790, GKEOUGH-JOHNS@FRUITLANDPARK.ORG

If Contractor does not comply with this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

Conflict of Interest per Ch. 112, Part III

This Agreement is subject to Chapter 112, FL Statute, and Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the City of Groveland. The Contractor shall also disclose the name of any City of Groveland employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's, or its affiliates, business entity.

Third Party Beneficiaries

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

Public Entity Crimes or Convicted Vendor List Statement

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliates have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, as amended from time to time, for Category Two ($35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Anti-Discrimination

That Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status,

disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

Discriminatory Vendor List

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

Prohibition on Gratuities and Kickbacks

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract or to any solicitation of proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the aware of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

Scrutinized Companies pursuant to Sections 287.135 and 215.473, Florida Statutes

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized

Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exemption basis pursuant to Section 287.135, Florida Statutes, as amended.

E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Groveland.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095 Florida Statutes, "Employee Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business

with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

Environmental and Social Government and Corporate Activism

Pursuant to Section 287.05701, Florida Statutes, as may be amended, City cannot give preference to a Contractor based on social, political, or ideological interests such as:

a) The Contractor's political opinions, speech, or affiliations.
b) The Contractor's religious beliefs, religious exercise, or religion affiliations.
c) The Contractor's lawful ownership of a firearm.
d) The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f) The Contractor's support of the state of Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
g) The Contractor's engagement with, facilitation of, employment by support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures.
    2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice.
    3. Corporate board or company employment composition standards benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992.
    4. Policies and procedures requiring or encouraging employee participation in social justice programming, including but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

Equal Employment Opportunity 2 C.F.R. Part 200. During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against

any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1)

and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Minimum Wages. Under the Contract, the wage rate paid to all laborers, mechanics, and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wages rates for similar classifications for work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida’s Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislative by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, and jurisdiction shall lie only in Lake County, Florida.

This Agreement, including any exhibits attached hereto, constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the City and the Contractor.

Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

The Contractor agrees to provide the services set forth herein commencing the Effective Date of this document or as mutually agreeable.

The prevailing party in any dispute under this Agreement, or any provision under this Agreement, shall be entitled to all reasonable costs and expenses and attorneys' fees, including trial and appellate and bankruptcy proceedings in connection with any litigation or arbitration, if mutually agree, or threat thereof, pertaining to the interpretation, obstruction or enforcement of this Agreement.

Any individuals signing on behalf of legal entities represents, by their signature, that they have the authority to bind that legal entity.

Grant Funding and Termination of Contract

Contractor agrees that if grant funding is not awarded to the City to cover expenditure of the funds set forth in Exhibit A (Order Form) in the amount of $18,250.00, then the City is under no obligation to proceed with Exhibit A (Order Form) and Exhibit A (Order Form) and this Addendum No. 1 shall automatically terminate.

Additionally, the obligations of the City is subject to the annual appropriation of sufficient funds by the City Commission.

CITY OF FRUITLAND PARK, FLORIDA	**FLOCK GROUP, INC.**
_____	_____
Karen Manila, City Manager	Signature of Contractor's Authorized Official
Date: _____	Date: _____

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, **Flock Group, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any**.**

FLOCK GROUP, INC.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date



Terms and Conditions

Las Updated: October 15, 2025
TERMS AND CONDITIONS

1. DEFINITIONS

Certain capitalized terms, not otherwise defned herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "**Order Form**"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 "***Training Data***" means a small fraction of images captured by the Flock Services, which are sripped of all metadata and identifying information, and used solely for the limited purpose of improving the Flock Services through machine learning.

1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Cusomer accessing or using the Services, under the rights granted to Cusomer pursuant to this Agreement.

1.4 **"Customer Data"** means the images, audio and/or video segments made available to Cusomer through the Web Interface in connection with the Flock Services, together with the metadata associated with that Cusomer 's use of the Flock Services (*e.g.*, license plate number, timesamp of capture, and geospatial coordinates). For clarity , Cusomer Data does not include the underlying raw Footage captured by the Flock Hardware or any Flock IP (as defned in Section 1.10).

1.5 ***"Customer Generated Data"*** means any content submitted by Cusomer through the Flock Services, including but not limited to text, images, data, feedback, suggesions, and other materials, whether provided directly or indirectly by the Cusomer during their use of the Services.

1.6. "***Customer Hardware***" means the third-party camera owned or provided by Cusomer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.7 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.8 "***Embedded Software***" means the Flock proprietary software and/or frmware integrated with or insalled on the Flock Hardware or Cusomer Hardware.

1.9 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, insallation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifcally set forth in the applicable Order Form.

1.10 "***Flock IP***" means the Flock Services, the Embedded Software, and all intellectual property or proprietary information therein or otherwise provided to Cusomer or its Authorized End Users, including, but not limited to, Flock's technology, patents, trade secrets, trademarks, algorithms, data models, machine learning methods, documentation, and any modifcations or improvements. For clarity, Flock IP also includes any derivative works, intermediate or fnal outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Cusomer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of the Flock IP.

1.11 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, and video.

1.12 "***Footage***" means sill images, video, audio, and other raw data captured by the Flock Hardware or Cusomer Hardware via the Flock Services.

1.13 "***Integration Data***" means any disribution of data from a Cusomer requesed third party integration.

1.14 "***Installation Services***" means the services provided by Flock for insallation of Flock Services.

1.15 "***Permitted Purpose***" means legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; invesigations; and prevention of commercial harm, to the extent permitted by law.

1.16 "***Retention Period***" means the time period that the Cusomer Data is sored within the cloud sorage, as specifed in the applicable Order Form.

1.17 "***Term***" means the date, unless otherwise sated in the Order Form, upon which the Services are operational.

1.18 "***Web Interface***" means the website(s) or application(s) through which Cusomer and its Authorized End Users can access the Services. For clarity, the Web Interface does not include APIs, or any other automated, programmatic data transfer method.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Cusomer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for use by Cusomer and Authorized End Users. Cusomer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. For clarity, Flock retains the exclusive right to determine and control the method, timing, format, and medium of such access or delivery, and is not obligated to provide Cusomer Data in any alternative form, format, or transmission method outside of the Web Interface. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Cusomer shall be responsible for all acts and omissions of Authorized End Users and shall undertake reasonable eforts to ensure that all Authorized End Users comply with the applicable provisions of this Agreement.

2.2 **Embedded Software License.** Flock grants Cusomer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Cusomer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable eforts to respond to requess for support within

seventy-two (72) hours. Flock will provide Cusomer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at **support@flocksafety.com** (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to sysem or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive srength of, or market for, Flock's products or services such platform or sysem' s cos efciency or performance, or (ii) to comply with applicable law. Parties undersand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Cusomer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable eforts to provide written notice of any Service Interruption to Cusomer , to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profts), or any other consequences that Cusomer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Cusomer 's direct actions or by the actions of parties associated with the Cusomer , the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasing at leas one full day). For example, in the event of a Service Interruption lasing fve (5) continuous days, Cusomer will receive a credit for fve (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Cusomer 's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Cusomer; (b) Cusomer 's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other cusomer or vendor of Flock; (c) Cusomer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Cusomer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Cusomer 's account ("***Service Suspension***"). Cusomer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Cusomer , the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbesos, lead, or toxic or fammable subsances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assis Cusomer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated regisration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Cusomer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and mus protect the security of the username and password. Unless otherwise sated and defned in this Agreement, Cusomer shall not designate Authorized End Users for persons who are not ofcers, employees, or agents of Cusomer . Authorized End Users shall only use Cusomer -issued email addresses for the creation of their User ID. Cusomer is responsible for any Authorized End User activity associated with its account. Cusomer shall ensure that Cusomer provides Flock with up to date contact information at all times during the Term of this Agreement. Cusomer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Cusomer shall (at its own expense) provide Flock with reasonable access and use of Cusomer facilities and Cusomer personnel in order to enable Flock to perform Services (such obligations of Cusomer are collectively defned as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Cusomer represents, covenants, and warrants that Cusomer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Cusomer , all right, title and interes in the Cusomer Data, belong to and are retained solely by Cusomer . Cusomer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Cusomer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Cusomer . Flock does not own and shall not sell Cusomer Data.

4.2 **Customer Generated Data.** Cusomer grants Flock a limited, non-exclusive, worldwide, royalty-free license to process Cusomer Generated Data, as needed, to provide, maintain, and improve the Flock Services. Flock does not claim ownership of, and will not sell, Cusomer Generated Data. Cusomer acknowledges that Flock has no obligation to monitor or enforce any intellectual property rights in such data. Flock retains sole discretion to determine the method, timing, format, and medium of access or delivery.

4.3 **Training Data.** Cusomer grants Flock a non-exclusive, worldwide, perpetual, royalty-free license to use Training Data solely to improve Flock Services. This includes training machine learning algorithms and supporting diagnosic and corrective eforts necessary for continuity of Flock Services. All Training Data is used internally to enhance recognition of vehicles, objects, and descriptions. For example, Flock may use de-identifed images of a newly released car to help disinguish it from similar vehicles. These images are never sold or shared with third parties. To safeguard privacy, Training Data is maintained separately and is never combined in a manner that would render it personally identifable. Use of such data is critical to ensuring the accuracy and efectiveness of Flock Services.

4.4 **Data Distribution**.

Cusomer may , upon reques, choose to integrate Flock Services with a third party to either disribute Integration Data or Cusomer Data (such third party , “Recipient”). Upon such reques, Cusomer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, sore, save, reproduce, modify , display, and disribute Cusomer Data and/or Integration Data, as required by the requesed disribution. Cusomer acknowledges that such data may be viewed, recorded, duplicated, sored, saved, reproduced, modifed, displayed, disributed, and retained by Recipient for a period longer than Flock’ s sandard retention period and hereby provides consent to such retention period.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requess, each Party (the “ ***Receiving Party***”) undersands that the other Party (the “ ***Disclosing Party***”) has disclosed or may disclose business, technical or fnancial information relating to the Disclosing Party’ s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect agains disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without resriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contes such order . At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, desroyed or erased (if recorded on an erasable sorage medium), together with any copies thereof, when no longer needed for the purposes above, or upon reques from the Disclosing Party, and in any case upon termination of the Agreement. Notwithsanding any termination, all confdentiality

obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interes in and to the Flock IP and its components, and Cusomer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Cusomer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Cusomer and Authorized End Users shall not (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or recreate the source code, object code or underlying sructure, ideas or algorithms of the Flock Services or any software provided hereunder; modify , translate, or create derivative works based on the Flock Services or any software provided hereunder(ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Cusomer 's rights. There are no implied rights.

5.3 **Disclosure of Customer Data.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Cusomer Data to law enforcement authorities, government ofcials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Cusomer shall pay the fees set forth in the applicable Order Form based on the billing sructure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Cusomer shall pay all invoices net thirty (30) days from the date of receipt. If Cusomer believes that Flock has billed Cusomer incorrectly, Cusomer mus contact Flock no later than thirty (30) days after the closing date on the frs invoice in which the error or problem appeared to receive an adjusment or credit. Cusomer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at leas thirty (30) days' prior written notice to Cusomer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Cusomer with sixty (60) days notice (email sufcient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Cusomer is not a tax exempt entity , Cusomer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Cusomer is responsible, the appropriate amount shall be invoice to and paid by Cusomer unless Cusomer provides Flock a legally sufcient tax exemption certifcate and Flock shall not char ge Cusomer any taxes from which it is exempt. If any deduction or withholding is required by law, Cusomer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon frs insallation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at leas thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the insitution by or agains the other Party of insolvency , receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the beneft of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Cusomer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Applicability.** Certain provisions of this Section 8 apply only where the Cusomer has licensed Flock Hardware as part of the Flock Services. Where Cusomer purchases only software or cloud-based Flock Services, this Section 8 does not create or confer any warranty, remedy, or obligation with respect to Flock Hardware, and any language referencing Flock Hardware shall not apply.

8.2 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a ***"Defect"***), Cusomer mus notify Flock' s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cos to the Cusomer . Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or tesing within a commercially reasonable time, but no longer than seven (7) business days after Cusomer gives notice to Flock.

8.3 **Replacements.** In the event that Flock Hardware is los, solen, or damaged, Cusomer may reques a replacement of Flock Hardware at a fee according to the reinsall fee schedule (https://www.focksafety .com/reinsall-fee-schedule). In the event that Cusomer chooses not to replace los, damaged, or solen Flock Hardware, Cusomer undersands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Cusomer receive a refund for the los, damaged, or solen Flock Hardware.

8.4 **Warranty.** Flock shall use reasonable eforts consisent with prevailing indusry sandards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Insallation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable eforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.5 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.6 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.7 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terroris acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fres, earthquakes, foods, power blackouts, srikes, supply chain shortages of equipment or supplies, fnancial insitution crisis, weather conditions or acts of hackers, internet service providers or any other third

party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR CUSTOMER DATA; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, ofcers, or agents, in connection with the performance of their ofcial duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own ofcers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Cusomer , its agents and employees, from liability of any kind, including claims, coss (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's insallation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Cusomer or its agents, ofcers or employees. Flock' s performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Applicability.** Certain provisions of this Section 10 apply only where Cusomer has licensed Flock Hardware as part of the Flock Services. Where Cusomer purchases only software or cloud-based Flock Services, this Section 10 does not create or confer any rights or obligations with respect to the Flock Hardware, Insallation Services, or Deployment Plans, and any language referencing such Flock Hardware, Insallation Services, or Deployment Plans shall not apply.

10.2 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Cusomer upon execution of this Agreement, except as otherwise specifcally set forth in this Agreement. Except as otherwise expressly sated in this Agreement, Cusomer is not permitted to remove, reposition, re-insall, tamper with, alter , adjus or otherwise take possession or control of Flock Hardware. Cusomer agrees and undersands that in the event Cusomer is found to engage in any of the foregoing resricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Cusomer . Cusomer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Cusomer default on any payment of the Flock Services, Flock may immediately cut of access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may susain as a result of Cusomer 's default and Flock shall have the right to enforce any other legal remedy or right.

10.3 **Deployment Plan**. Flock shall advise Cusomer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Cusomer to design the srategic

geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have fnal discretion to veto a specifc location and will provide alternative options to Cusomer .

10.4 **Changes to Deployment Plan.** After insallation of Flock Hardware, any subsequent requesed changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusing of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinsall fee schedule located at (**https://www.flocksafety.com/reinstall-fee-schedule**). Cusomer will receive prior notice and confrm approval of any such fees.

10.5 **Customer Installation Obligations**. Cusomer is responsible for any applicable supplementary cos as described in the Cusomer Implementation Guide. Cusomer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to insall the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such insallation.

10.6 **Flock's Obligations**. Insallation of any Flock Hardware shall be insalled in a professional manner within a commercially reasonable time from the Efective Date of this Agreement. Upon removal of Flock Hardware, Flock shall resore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfll Flock' s obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance with Laws.** Parties shall comply with all applicable local, sate and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena reques(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and efect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithsanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or afliate entity , or (ii) to any purchaser of all or subsantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinsall fee schedule (https://www.focksafety .com/reinsall-fee-schedule), and any attached exhibits are the complete and exclusive satement of the mutual undersanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other undersandings relating to the subject matter of this Agreement. All waivers and modifcations mus be in a writing signed by both Parties, except as otherwise provided herein. None of Cusomer 's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conficting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any confict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Cusomer agrees that Cusomer 's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Cusomer .

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the sate in which the Cusomer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Cusomer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may ofer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Cusomer ’s prior written consent and the mutual execution by authorized representatives (“***Special Terms***”). To the extent that any terms of this Agreement are inconsisent or confict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Cusomer ’s name and disclose the nature of the Services in business and development and marketing eforts. Nothing contained in this Agreement shall be consrued as conferring on any Party , any right to use the other Party’s name as an endorsement of product/service.

11.9 **Feedback.** If Cusomer or Authorized End User provides any suggesions, ideas, enhancement requess, feedback, recommendations or other information relating to the subject matter hereunder, Cusomer or Authorized End User hereby assigns to Flock all right, title and interes (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Cusomer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any resrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Ofce of Foreign Assets Control, or any other United States or foreign Cusomer or authority . As defned in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, sysem, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a subsantial or essential component of any sysem, or as critical technology as part of any Flock sysem. Consisent with DF AR section 227.7202 and FAR section 12.212, any use, modifcation, reproduction, release, performance, display , or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be consrued as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they undersand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Efective Date.

11.13 **Conflict.** In the event there is a confict between this Agreement and any applicable satement of work, or Cusomer purchase order , this Agreement controls unless explicitly sated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confrmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certifed or regisered mail, return receipt requesed. All notices will be provided to the email or mailing address lised in the Order Form.

11.15 **Non-Appropriation**. Notwithsanding any other provision of this Agreement, all obligations of the Cusomer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Cusomer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cos.

These Terms and Conditions are subject to change.

Las Updated: October 15th, 2025

Company
Privacy & Ethics
Pricing
Careers

Trus Center
Legal
Newsroom
Press
Support
FAQs
Contact
Call Us: 1-866-901-1781
Developer Portal
Accessibility Statement
Accessibility Plan
Sign In
© 2025 Flock Safety. All Rights Reserved.
Terms of Service
Privacy Policy
LPR Policy
Do Not Sell My Personal Information

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6a

ITEM TITLE: **First Reading of Ordinance 2025-023 Designating Administrative Authority and Administrative Official Relating to Processing and Approval of Final Plats & Replats**

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 22, 2025

SUBMITTED BY: City Attorney

BRIEF NARRATIVE: Ordinance 2023-023

Effective July 1, 2025, Chapter 2025-164, Laws of Florida requires that each municipality appoint through a resolution or ordinance an administrative authority including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat. The Commission previously adopted a resolution designating the Community Development Director as the administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat, and in the Community Development Director's absence, the Community Development Department Administrative Manager. The resolution provided for an ordinance to be brought forward for consideration at a later date.

The City's Land Development Code currently provides for the Community Development Department to receive all applications relating to the development of land, including applications for final plats, and it also requires approval by the planning and zoning board and city commission. To comply with the new law, the proposed ordinance designates the Community Development Director as the administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat, and in the Community Development Director's absence, the Community Development Department Administrative Manager. The ordinance also amends the designated position to sign the final plat prior to recording, and removes the signature block for planning and zoning.

If approved the ordinance will be codified and made a part of the City's Land Development Code.

FUNDS BUDGETED: N/A as no cost will be incurred by the City

ATTACHMENT: Ordinance 2025-023; Chapter 2025-164, Laws of Florida

RECOMMENDATION: Approve Ordinance 2025-023

ACTION: **Approve Ordinance 2025-023**

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****.*

ORDINANCE 2025-023

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SEC. 157.060(D)(20, 28, AND 29) AND SECTION 157.060(E) AND (F) OF THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE DESIGNATING AN ADMINISTRATIVE AUTHORITY TO RECEIVE, REVIEW, AND PROCESS A PLAT OR REPLAT SUBMITTAL, AND DESIGNATING AN ADMINISTRATIVE OFFICIAL TO APPROVE, APPROVE WITH CONDITIONS OR DENY A PLAT OR REPLAT, AS REQUIRED BY CHAPTER 2025-164, LAWS OF FLORIDA; REVISING CERTIFICATIONS ON THE FINAL PLAT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town 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.

- **X** 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 amends the land development code to designate an administrative authority, and an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat in lieu of a plat or replat going before any planning and zoning board or the commission. It amends certification requirements currently in the code to be consistent with approval by the administrative authority. This ordinance is required to comply with Chapter 2025-164, Laws of Florida that requires that each municipality appoint through a resolution or ordinance an administrative authority including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat. Adoption serves a public purpose.

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: None.

4. Additional information the governing body deems useful (if any): None.

ORDINANCE 2025-023

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SEC. 157.060(D)(20, 28, AND 29) AND SECTION 157.060(E) AND (F) OF THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE DESIGNATING AN ADMINISTRATIVE AUTHORITY TO RECEIVE, REVIEW, AND PROCESS A PLAT OR REPLAT SUBMITTAL, AND DESIGNATING AN ADMINISTRATIVE OFFICIAL TO APPROVE, APPROVE WITH CONDITIONS OR DENY A PLAT OR REPLAT, AS REQUIRED BY CHAPTER 2025-164, LAWS OF FLORIDA; REVISING CERTIFICATIONS ON THE FINAL PLAT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, effective July 1, 2025, Chapter 2025-164, Laws of Florida requires that each municipality appoint through a resolution or ordinance an administrative authority including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat; and

WHEREAS, to comply with the requirements of Chapter 2025-164, Law of Florida, it is necessary for the City Commission to adopt an ordinance amending its land development code to designate an administrative authority, and an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat in lieu of a plat or replat going before any planning and zoning board or the commission; and

WHEREAS, it is necessary to amend certification requirements currently provided in the land development code to remove references to approval of final plats by the planning and zoning board and city commission; and

WHEREAS, the City Commission of the City of Fruitland Park at second reading held a public hearing for adoption of this ordinance at least 10 days after the date of advertisement.

WHEREAS, the City of Fruitland Park desires to amend the Land Development Code for the City of Fruitland Park as set forth below.

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

Section 1. The above recitals are true and correct and made an integral part of this ordinance.

Section 2. Section d) 20) in Section 157.060 of the Land Development Code of the City of Fruitland Park, Florida, is hereby amended to read as follows:

20) Final plat. The approved final plat is the official record of the subdivision to be filed with the city clerk and a copy shall be submitted to the community development department. It is verification that the subdivided land has been developed substantially in accordance with the approved construction plans, approved preliminary plat, or that a bond has been posted which will secure the development as specified in the final plat. The administrative authority to receive, review, and process the plat or replat submittal is the Community Development Department. The administrative officer with authority to administratively approve plats and replats on behalf of the City of Fruitland Park is hereby delegated to the community development director, and in the absence of the community development director, the community development administrative manager. The final plat must be approved by the ~~city commission~~ administrative officer with authority to approve plats and replats and recorded in the public records of the county prior to the developer selling any lot or parcel.

A) *Procedure.* No final plat application shall be approved prior to the issuance of a land development permit. The final plat shall be accompanied by:
   i) A complete final plat application furnished by the community development department;
   ii) The appropriate filing fee and application;
   iii) A certificate of concurrency covering the area to be platted;
   iv) When required in conjunction with a construction contract or maintenance agreement, a certified cost estimate (exhibit) shall be prepared by the developer's engineer and shall include the cost of surveying, engineering and construction of all required improvements; the actual contract price may be substituted for the engineer's cost estimate;
   v) Appropriate security for required improvement as specified in the Land Development Code unless a certificate of completion has been issued by the city;
   vi) One paper copy and one electronic copy of the final plat drawing showing the required information and certifications;
   vii) Security for maintenance of improvements meeting the requirements of the Land Development Code when a certificate of completion has been issued; and improvements are dedicated to the city;
   viii) A copy of the property owner's association documents which accept the responsibility for maintenance of all private streets, rights-of-way, easements, recreation areas, stormwater management facilities or other improvements;
   ix) A copy of the final protective covenants and deed restrictions, where such covenants and restrictions are required or established by the applicant;
   x) All applicable informational requirements of the Land Development Code;
   xi) The community development director or designee shall determine whether or not an application is complete and can be routed for interdepartmental review; no incomplete application shall be routed for review;
   xii) Current opinion of title prepared by a state attorney-at-law or title policy. Less than 30 days at time of submittal and updated and less than 30 days at time of plat recording.

Section 3. Section d) 28) in Section 157.060 of the Land Development Code of the City of Fruitland Park, Florida, is hereby amended to read as follows:

28) *Certificate of approval by the city ~~commission~~.* The plat shall contain the approval and signature block for the city ~~commission~~ and the acknowledgment and signature block of the clerk of circuit court and the city attorney. In the event the plat contains dedications to the city, this certificate shall also indicate whether the city accepts in whole or in part the dedications made. The following form is acceptable:

CERTIFICATE OF APPROVAL BY CITY ~~COMMISSION~~

THIS IS TO CERTIFY, that on _____, the foregoing plat was approved by the City ~~Commission~~ of Fruitland Park, Florida. (Address acceptance of dedications in whole or in part, as appropriate).

~~Mayor~~ Community Development Director	
Attest:	
City Clerk	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
City Attorney	

Section 4. Section d) 29) in Section 157.060 of the Land Development Code of the City of Fruitland Park, Florida, is hereby deleted in its entirety.

Section 5. Section e) in Section 157.060 of the Land Development Code of the City of Fruitland Park, Florida, is hereby amended to read as follows:

e) Review of final plat documents. The community development director or designee shall schedule all applications for review by the TRC. The city attorney and city surveyor must review Mylars prior to consideration for approval by the community development director. ~~scheduling the final plat for the city commission agenda~~.

Section 6. Section f) in Section 157.060 of the Land Development Code of the City of Fruitland Park, Florida, is hereby amended to read as follows:

f) *Approval by city ~~commission~~.*

Upon completion of city staff review, the final plat and application along with recommendations shall be forwarded to the community development director, and in the absence of the community development director, the community development administrative manager ~~city commission~~ for review and consideration of approval. The community development director, and in the absence of the community development director, the community development administrative manager ~~city commission~~ shall determine whether the final plat is in substantial conformity with the preliminary plat and meets all the requirements of the laws, rules and regulations of the city and after consideration shall approve, postpone for future consideration, approve subject to specified conditions or disapprove for stated reasons.

In rejecting any final plat, the community development director, and in the absence of the community development director, the community development administrative manager ~~city commission~~ shall provide reasons for such action and recommendation making reference to specific sections in the Land Development Code and F.S. ch. 177 or applicable city policy established by the commission. The community development department ~~director~~ shall send a copy of such reasons to the developer within ten working days following the decision of the community development director, and in the absence of the community development director, the community development administrative manager ~~commission meeting~~. The subdivider may comply with the recommendations made by the community development director, and in the absence of the community development director, the community

development administrative manager ~~city commission~~ and resubmit the final plat to the community development department for processing as prescribed above. The city ~~commission~~ shall indicate approval on the final plat by signature of the community development director, and in the absence of the community development director, the community development administrative manager ~~mayor~~.

Section 7. Applicability. This ordinance shall be applicable to property located within the City of Fruitland Park municipal boundaries.

Section 8. Conflicts. In the event of a conflict or conflicts between this ordinance and other ordinances, this ordinance shall control and supersede.

Section 9. Severability. If any section or phrase of this ordinance is held to be unconstitutional, void or otherwise invalid, the validity of the remaining portions of this ordinance shall not be affected thereby.

Section 10. Inclusion. It is the intention of the City Commission of the City of Fruitland Park that this ordinance shall become and be made a part of the Land Development Code for the City. Sections may be renumbered or reorganized for editorial and codification purposes and such renumbering or reorganization shall not constitute nor be considered a substantive change to the Land Development Code as adopted.

Section 11. Effective Date. The effective date of this ordinance is upon adoption; however, planning and zoning board shall continue to serve in its capacity until such time as a special master is approved by the City Commission.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 8th day of January, 2026.

_____
Chris Cheshire, Mayor

Attest:

_____
Gwen Johns, City Clerk

Mayor Cheshire ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor DeGrave _____(Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Williams____(Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Cosenza_____(Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Raysin ___(Yes), _____ (No), _____ (Abstained), _____ (Absent)

First Reading _____

Second Reading _____

Approved as to form and legality:

_____
Anita Geraci-Carver, City Attorney

CHAPTER 2025-164

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 784

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term "administrative authority"; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

(5)~~(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they will ~~shall~~ not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 20, 2025.

Filed in Office Secretary of State June 20, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

The Villages®
DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

Before the undersigned authority personally appeared **Amber Sevison** who on oath says that he or she is Legal Ad Coordinator of the Villages DAILY SUN, a daily newspaper published in Sumter County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad **# 01281854** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

DECEMBER 4, 2025

Affiant further says that the Daily Sun is a newspaper
that complies with all legal requirements for publication in chapter 50, Florida Statutes.

(Signature Of Affiant)

Sworn to and subscribed before me this 4 day December 2025.

Robin L Baldeschwieler, Notary

Personally Known _____ or

Production Identification _____

Type of Identification Produced

ROBIN L. BALDESCHWIELER
Notary Public - State of Florida
Commission # HH 588770
My Comm. Expires Oct 10, 2028
Bonded through National Notary Assn.

NOTICE OF PUBLIC HEARING
ORDINANCE 2025-023

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SEC. 157.060 (D) (20, 28, AND 29) AND SECTION 157.060 (E) AND (F) OF THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE DESIGNATING AN ADMINISTRATIVE AUTHORITY TO RECEIVE, REVIEW, AND PROCESS A PLAT OR REPLAT SUBMITTAL, AND DESIGNATING AN ADMINISTRATIVE OFFICIAL TO APPROVE, APPROVE WITH CONDITIONS OR DENY A PLAT OR REPLAT, AS REQUIRED BY CHAPTER 2025-164, LAWS OF FLORIDA; REVISING CERTIFICATIONS ON THE FINAL PLAT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Planning & Zoning Board Thursday, December 18, 2025 @ 6:00 p.m.

City Commission Reading Thursday, January 8, 2026 @ 6:00 p.m.

City Commission 2nd Reading Thursday, January 22, 2026 @ 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 Ordinance 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 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 Gwen Johns, 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: 6b

ITEM TITLE: **First Reading and Public Hearing Ordinance 2025-025 Annexation - Vita Serena** Subdivision Consisting of approximately 93.74 ± acres for property generally located north of CR 466A and West of Micro Racetrack Road: Petitioner: Vita Serena Development LLC - Richard Wohlfarth on behalf of the owner, Joseph C. Burke, Jr. Trust.

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 19, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

BRIEF NARRATIVE: Applicant is seeking voluntary annexation into the city to receive city services and develop a proposed 346-unit single family subdivision. After the Planning & Zoning meeting (held 12/18/25), and input/concerns from surrounding residents, the applicant anticipates making changes to the proposed plan. The applicant would like to eliminate 154 villa (duplex) units on 35' lots (35' x 120' – 4,200 SF). The proposed gross density was 4.30 units/acre and is currently 3.63 units dwelling units/acre. The requested building heights for the single-family units are 2-story (35'). At full build out, the project is anticipated to have a total of 809 residents (2.34 people per household x 346 units) vice the originally proposed (410 units and a total of 959 residents). Also, the project is proposed to develop in three (3) phases. The city has received one objection letter from Lake County and one letter of concern.

FUNDS REQUIRED: None

ATTACHMENTS: Ordinance 2025-025, Legal Description, location map, and advertising affidavit

RECOMMENDATION: Approve or Deny Ordinance 2025-025

ACTION: Consideration of Ordinance 2025-025

(1)1288339, (2) 1288347, (3) 3884327 and (4) 1288053—VITA SERENA



ORDINANCE 2025-025

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 93.74 ± ACRES OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF MICRO RACETRACK ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; SETTING AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Richard Wohlfarth, as Applicant, on behalf of Joseph C. Burke, Jr., Owner, requesting that approximately 93.73 ± acres of real property generally located north of CR 466A and west of Micro Racetrack Road (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, the Property is contiguous to the City limits and is reasonably compact.

WHEREAS, the City Commission has determined that the area proposed for annexation meets the requirements of §171.044, Florida Statutes; 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, all other procedural and notice requirements mandated by State law and the City's Code of Ordinances have been followed and satisfied; 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 93.73 acres of land generally located north of CR 466A and west of Micro Racetrack Road, 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: See "Exhibit A"

Parcel Alternate Key No. 1288339, 1288347, and 3884327

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.

Section 3. 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 4. 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 5. Upon this Ordinance becoming effective, the property annexed shall be subject to all laws, ordinances, and regulations enforced in the City of Fruitland Park and shall be entitled to the same privileges and benefits as other parts of the City of Fruitland Park upon the effective date of the annexation.

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

_____
Gwen Keough-Johns, City Clerk

Approved as to Form:

_____
Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Vice Mayor DeGrave	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Williams	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Cosenza	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Raysin	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)

Passed First Reading _____
Passed Second Reading_____

[SEAL]

EXHIBIT A

DESCRIPTION:
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: **1288347 (Unincorporated Lake County)**
THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

PARCEL 2: **3884327 (Unincorporated Lake County)**
THE EAST 1/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LYING NORTH OF CR 466A, LESS AND EXCEPT THE SOUTH 300 FEET THEREOF, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

PARCEL 3: **1288339 (Not Applicable for Annexation); Fruitland Park**
THE SOUTH 300 FEET OF THE EAST 165 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LESS AND EXCEPT THAT PORTION CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 556, PAGE 205, AND LESS THE RIGHT OF WAY FOR STATE ROAD 466-A, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

PARCEL 4: **1288053 (Unincorporated Lake County)**
THE NORTH 1 /2 OF THE SOUTH 1 /2 OF THE NORTHEAST 1 /4 OF THE NORTHWEST 1 /4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

Timothy Morris
County Commissioner, District 5

December 8, 2025

Mayor Chris Cheshire
City of Fruitland Park
506 W. Berkman St.
Fruitland Park, FL 34731

RE: Annexation of Vita Serena (AK #1288347, 3884327, & 1288053)

Dear Mayor Cheshire:

On behalf of the Board of County Commissioners, I am reaching out to you regarding concerns associated with the annexation of the above-mentioned properties. According to the Notice of Annexation received by the County on October 27, 2025, the property consists of approximately 94.67 +/- acres of land, generally located North of C.R. 466A, West of Micro Racetrack Road, in unincorporated Fruitland Park and identified as Alternate Keys 1288347, 3884327, and 1288053, Lake County, Florida. If annexed, the intent is to develop the property as villa duplex units in accordance with the regulations of Fruitland Park.

The Lake County Comprehensive Plan designates this property as Rural with a maximum density of 1 dwelling unit per 5 net acres and a minimum 35% open space requirement. The intent of the Rural Future Land Use Category is to protect rural lifestyles represented by single family homes on large lots and to accommodate agricultural pursuits. Further, the County's Comprehensive Plan has identified this are as one where rural character and agricultural potential shall be preserved and enhanced and environmental qualities shall be protected by limiting density and intensity. An aerial is attached for reference.

Under the Rural Future Land Use Category, at 95 acres and 1 unit per 5 net acres, the maximum density allowed on these parcels would be approximately 19 residential units. Under the proposed Multi-family Low Density City Category, if annexed, the developer is seeking a density of 4.3 units per 1 acre which would result in approximately 408 units with an open space requirement of only 20%. This type of density would be a significant change in the character of the area. Therefore, the County objects to the annexation and ultimate development of this property at urban densities in an area that the County intends to protect rural and agricultural lifestyles. Approval of the annexation and proposed development plan will negatively impact existing infrastructure and public services, potentially leading to a decrease in the quality of life for current residents.

Notwithstanding the foregoing, if the City moves forward with the annexation, the following transportation concerns must be addressed:

- Access from C.R. 466A and Micro Racetrack Road will require permitting with the County.

- Access from C.R. 466A (Miller Blvd.) to Oliver Lane will require a dedicated left turn lane on C.R. 466A and a traffic signal which will be designed, permitted, and constructed by the developer.
- Access from Mirco Racetrack Road will require a roundabout as the widening for the turn lanes will not fit within the existing right-of-way. The inside circle of the roundabout would have Florida native tree(s) with Florida native plants and then a band of Bahia grass between the planting and the truck apron.
- Additional right-of-way will be required for Micro Racetrack Road to accommodate the roundabout improvements.

I look forward to working with the City of Fruitland Park to make Lake County the best it can be. Please let me know if you have any questions or need any additional information.

Sincerely,



Timothy Morris
Commissioner – District 5

cc: Board of County Commissioners {via email only}
County Manager {via email only}
County Attorney {via email only}


1288053
1288347
3884327
1288339
FRUITLAND PARK
Legend
Tax Parcels
City Limits
Subject Property
N
W
E
S
LAKE
COUNTY, FL
Focus Area
10/29/2025

To: Fruitland Park Board of Zoning

Copy: Duke Energy, Legal Department

Copy: FHA Mortgage Corp.

December 6, 2025

RECEIVED
DEC 15 2025
Fruitland Park
Community Development

As a property owner adjacent to the proposed building of nearly 400 single and duplex houses on the track of land between Micro Racetrack and county road 466A, I have some serious safety, environmental and future buyers concern when trying to find bank financing in such of a dubious proximity to the existing high tension overhead wires and towers.

Let's start with the proposal, by the developer, to provide a 25-foot corridor between the existing Villages properties and their planned building footprint. From somewhere between that corridor and the first home I assume they plan to give that home some "back yard" and then will that corridor become an extension of their back yard? The Villages, for so many years, have been the pillar of division of properties since nearly its entire existence. Courtyard Villas have been separated by 6-foot fences. Homes that are closely built have either cement walls or large greenways between the next home. I feel that instead of planting trees, the developer should erect a property dividing fence as a demarcation boundary to ensure that that area remains neutral and not for some children to play in. As a side note about the proposed planting of trees in that area, unless they plan to plant small immature trees, the cost of mature trees, may exceed that of a 6-foot fence.

Now let's address the safety factor of high-tension wires and towers. My home adjacent to the building site is 96 yards from the fence that separates my property from the proposed 400 homes. To this add another 15 yards from the fence to my home, making our home 111 yards from the closest tower. Now it is time for an honest measurement to be made from these wires and towers to the nearest first home or road to be built. Potential homeowners

need to know before they enter into a purchase and sale agreement for any financing from FHA regarding their issue with proximity to high tension lines and property ownership. Unfortunately, there are FHA rules. Do your own due diligence if you do not believe me.

That takes me to some serious safety issues. First, I have already written Duke's legal department, but they did not even acknowledge my inquiry. That makes me think that I struck a nerve, or they just did not think my inquiry was worth their time. I hope that when they receive a copy of this letter, they will make time to at least be polite.

I asked if they had any plans to erect a fence around each tower to prevent and child or any adult from climbing the tower. I even joked by saying "child" or adult boasting, "hold my beer and I will show you how to climb that tower."

Let's talk about the phenomenon of "arcing," Arching is a very serious condition. It can occur when metal towers of high-tension wires can arc with construction equipment on the ground. I do not have to go into detail about this because the Developer and Duke Energy should already be aware of this. It is just dangerous, and it could result in fires or even death.

I gave Duke Energy a story that happened in a night club fire in Rhode Island many years ago; it went like this. Pyrotechnics was a big thing in rock band performances in nigh clubs. Unfortunately, a nightclub in Rhode Island, called the Station, had a pyrotechnics disaster and nearly 100 people died or were permanently disfigured. It was and still is the largest fire of its type in the US. What happened next was a litigator's dream.

The attorneys for a class action lawsuit filed by the families began to search for the deepest pockets. They began with the owners of the club, then the property owners and insurance companies. When that failed to find enough money, they began to dig deeper. First came Budweiser (and I am sure beer had nothing to do with the fire), but hey they had big pockets. This search continued to find anyone even remotely involved with the business of the Station Nightclub. Then it got crazy. A gas station blocks away from the club

had a small 8X10 sign in their window advertising the White Snake Performance at the Station Nightclub that was probably put there by a nightclub employee! And I believe he also was drawn into the suit. At that point they were running out of pockets, but crap happens.

When something happens, no matter how mundane, the lawyers will always find a way to place blame. I guess if something ever were to happen on this proposed building project, they would probably start with the developer, then the general contractor, contractors, Duke Energy and maybe even the person or persons who signed off on the permits. As a father of 5 daughters and 8 grandchildren I would be wary of development built so close proximity to high tension lines and towers. It is just common sense.

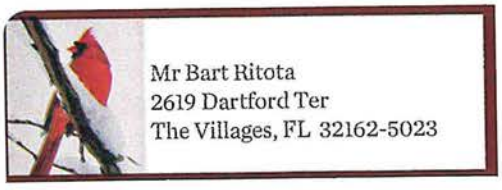
I have no objection to a project if done with safety and full disclosure to the buyer of what they may be getting into. And, I have no objection to having them as neighbors if it is all laid out safely and completely fenced off not by trees but a proper fence in that easement'

Let's lastly address the environment impact. I am not a tree huger, but I realize the danger of building more, reducing the area of pollinators and wildlife. As an interesting fact honeybees travel less than 3 miles from flower to hive. We are constantly getting in their way by development. I have had firsthand experience with rats. They run for their lives when digging begins. At one point I was catching one rat per day for weeks on my property. Just a terrible situation for me and the rats.

Have you all noticed the cost of orange juice in the last year? Blight and development of land that was zoned for farming has disappeared. Someday soon, Florida will have to change the picture of oranges on its license plates to a picture of a house. Ladies and gentlemen, we all must eat. So, remember how easy it is to change the zoning with the touch of a pen from farming to residential/commercial

Rule this with your heart and common sense.

Bart Ritota



From:	Richard Wohlfarth
To:	Sharon Williams
Cc:	Andon Calhoun; Bill Field; Opsahl, Logan; Anita Geraci
Subject:	Vita Serena
Date:	Sunday, December 28, 2025 9:17:11 AM
Attachments:	image001.png Vita Serena - Phase 1 Plat-Dec 22 Rev c-Model.pdf

---

Sharon

Happy New Year.
After the P and Z meeting we looked at the options fo the project and made some strategic changes to address comments form the board and the residents. We also did some research to identify and verify some comments made during the meeting. Below is a list of the changes that we made. My staff are working on an updated Master Development Plan and Logan will be updating the Master Development Agareement. We are attempting to have both out early next week.
Of significance is the change from Multi-Family Low Density that would allow 8 DU/Acres. By reducing the units from 410 to 346, we now have a density of 3.63 DU/Acre or a Land Use of Single-Family-Medium Density (4 DU/Acre). We reduced the units by eliminating ALL 35' X 120' Duplex Units.
We also eliminated all the units west of the power lines and replaced those units with open space (Dry Retention Areas). This moved all the units away from the western development. Originally the distance was 25', it is now 370'
All the units along the project boundary are 50' in width. The smaller lots are internalized.
I have attached the line work fo the revised plan. Let's talk on Monday so we can coordinate the package for the City Commission.

Changes Since the Planning and Zoning Board

December 18th, 2025

1. Eliminated the 35' X 120' Lot Sizes
2. Reduced the number of Units from 410 to 346
3. Changed the Proposed Land Use from Multi-Family- Low Density (8 DU/Acre) to Single Family- Medium Density (4 DU/Acre)
    a. Maximum number of Units from 763 Units to 346 Units
4. Removed Units west of the Power Lines
5. All Boundary Units are 50 feet wide
6. Moved the closest Unit on the west from 25 Feet to 370 Feet

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
1315 South International Parkway

Site 1101
Lake Mary, Florida 32746
407-750-3123
407-350-9090

I use the free version of Spam Reader to get rid of spam. The Professional version doesn't have this disclaimer in outgoing emails. Try Spam Reader for free now!

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6c

ITEM TITLE: **First Reading and Public Hearing – Ordinance 2025-026 Large Scale Comprehensive Plan Amendment** – Vita Serena for approximately 95.44 +/- acres generally located North side of CR466A and West of Micro Racetrack Road. Petitioner: Vita Serena Development, LLC - Richard Wohlfarth, on behalf of the owner, Joseph C. Burke, Jr., Trustee.

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 29, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

BRIEF NARRATIVE: Applicant is seeking voluntary annexation into the city to receive city services and develop a proposed 346-unit single family subdivision. The property currently has a Future Land Use Map (FLUM) designation of Lake County Rural and City Commercial. [Note: there are 4 parcels; 3 which are located in unincorporated Lake and 1 parcel located within the city's jurisdiction]. The applicant is requesting a Fruitland Park FLUM designation of Single-Family Medium Density at 4 dwelling units/acre (formerly Multi-Family Low Density at 8 units/acre). The proposed density will be 3.63 dwelling units per acres (was formerly 4.30 units/acres per the PUD zoning). See attached email regarding a modified plan.

FUNDS REQUIRED: None

ATTACHMENTS: Ordinance 2025-026, Future Land Use Maps (existing and proposed) and developer email to modify the plan.

RECOMMENDATION: Consider approval of Ordinance 2025-026

ACTION:

ORDINANCE 2025-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY RURAL TO CITY MULTI-FAMILY LOW DENSITY ON 95.44 +/- ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF MICRO RACETRACK ROAD; 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 Richard Wohlfarth, applicant on behalf of Joseph C. Burke, Jr. as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Multi-Family Low 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 94.59 $\pm$ acres generally located north of CR 466A and west of Micro Racetrack Road as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Multi-Family Low 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 Department of Economic Opportunity.

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 _____ day of _____, 2025.

_____
Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

_____
Gwen Keough-Johns, City Clerk

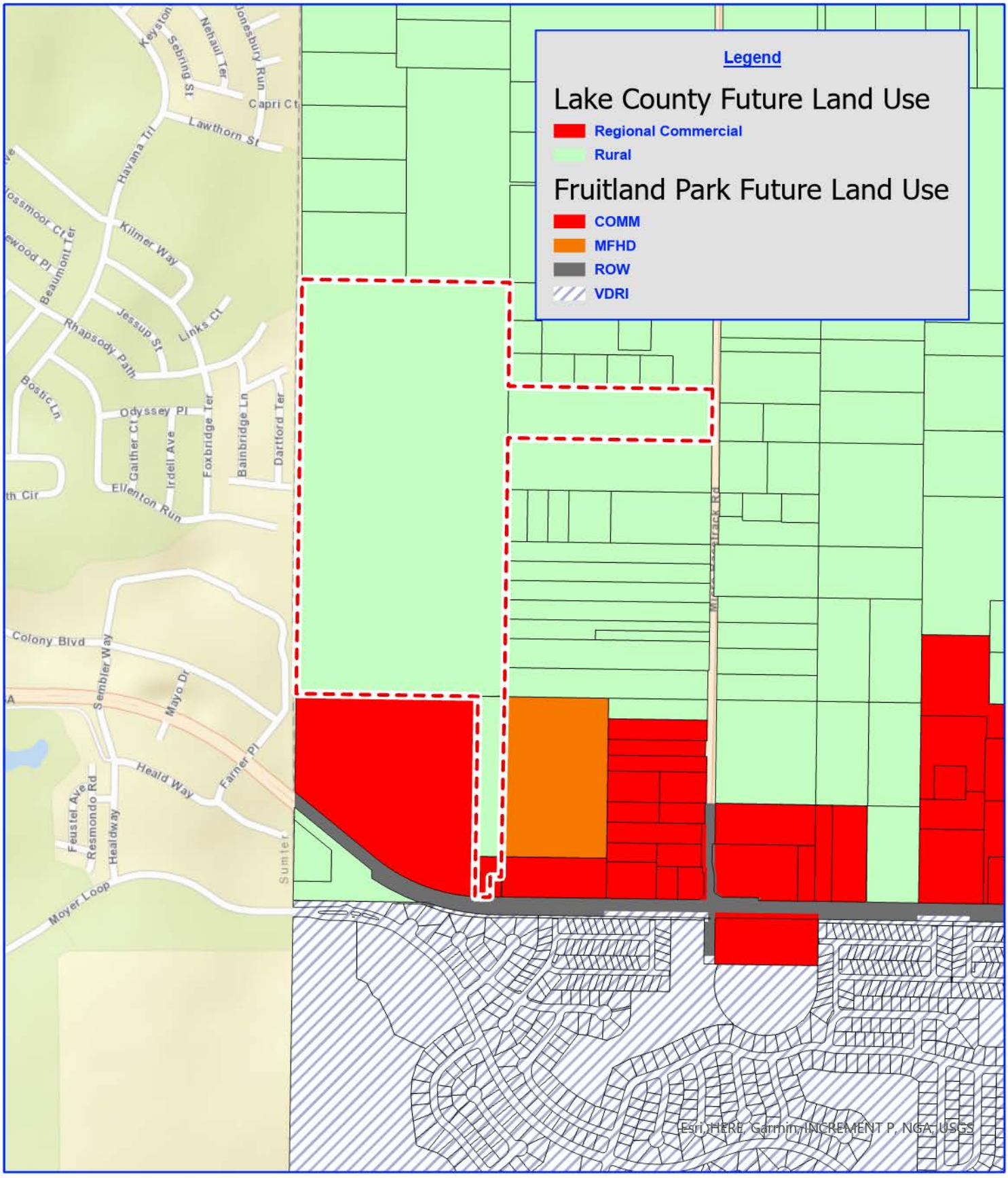
Approved as to Form:

_____
Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Vice-Mayor DeGrave	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Williams	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Cosenza	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Raysin	_____(Yes)	_____(No),	_____(Abstained),	_____(Absent)

Passed First Reading _____
Passed Second Reading_____
(SEAL)

“EXHIBIT A”



N
W E
S

200 0 200 400 600 800 1,000 Feet

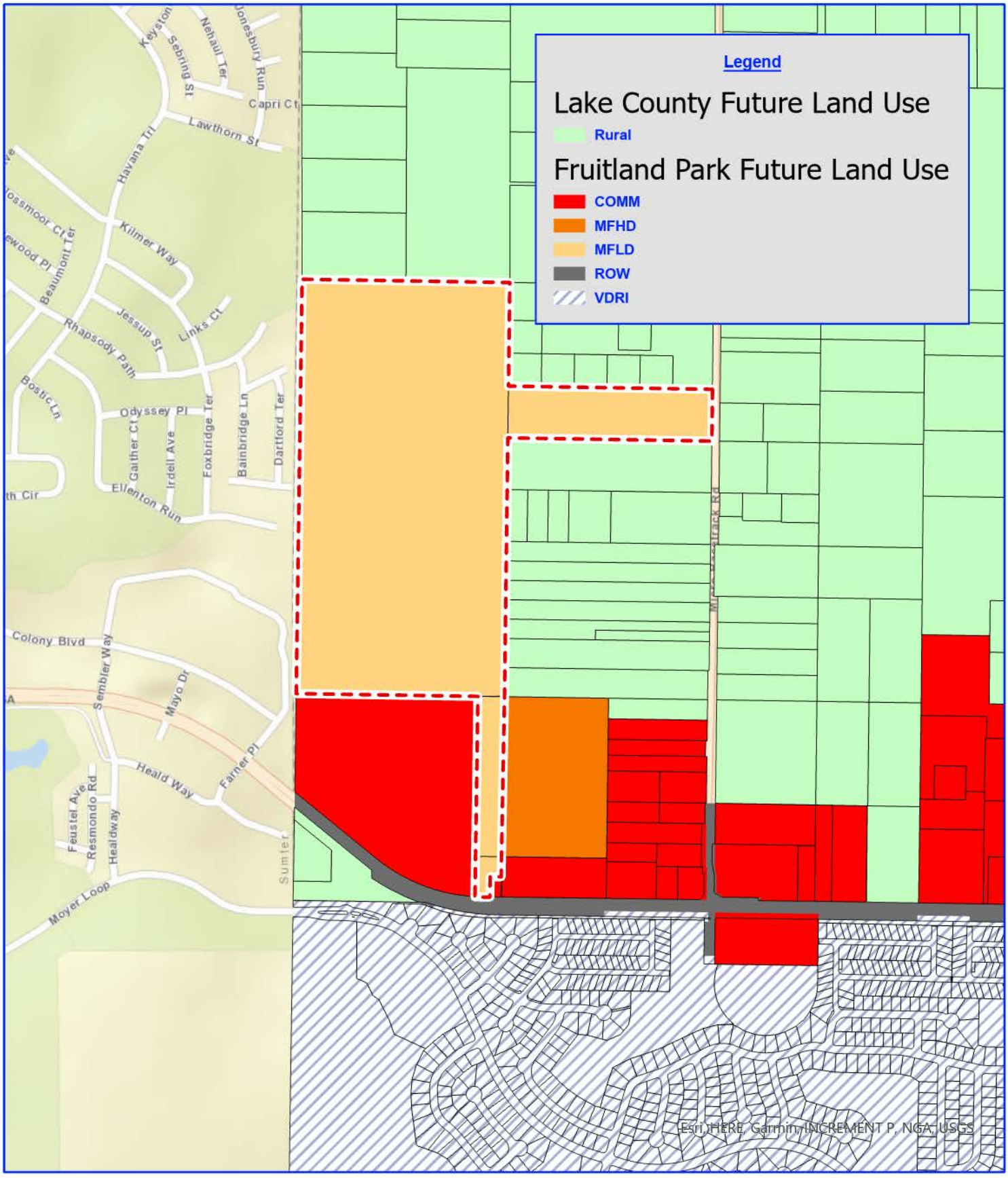
Scale: 1:10,000

Vita Serena

Fruitland Park, Florida
Existing Future Land Use Map

Project:398/25/04
File: Existing FLU
Name: Vita Serena
PM: S. Lindh
Date: May 1, 2025
Created By: T. Kalebaugh

LPG
LAND PLANNING GROUP
URBAN AND REGIONAL PLANNERS



N
W E
S

200 0 200 400 600 800 1,000 Feet

Scale: 1:10,000

Vita Serena

Fruitland Park, Florida
Proposed Future Land Use Map

Project:398/25/04
File: FLU
Name: Vita Serena
PM: S. Lindh
Date: May 1, 2025
Created By: T. Kalebaugh

LAND PLANNING GROUP
URBAN AND REGIONAL PLANNERS

From:	Richard Wohlfarth
To:	Sharon Williams
Cc:	Andon Calhoun; Bill Field; Opsahl, Logan; Anita Geraci
Subject:	Vita Serena
Date:	Sunday, December 28, 2025 9:17:11 AM
Attachments:	image001.png Vita Serena - Phase 1 Plat-Dec 22 Rev c-Model.pdf

---

Sharon

Happy New Year.
After the P and Z meeting we looked at the options fo the project and made some strategic changes to address comments form the board and the residents. We also did some research to identify and verify some comments made during the meeting. Below is a list of the changes that we made. My staff are working on an updated Master Development Plan and Logan will be updating the Master Development Agareement. We are attempting to have both out early next week.
Of significance is the change from Multi-Family Low Density that would allow 8 DU/Acres. By reducing the units from 410 to 346, we now have a density of 3.63 DU/Acre or a Land Use of Single-Family-Medium Density (4 DU/Acre). We reduced the units by eliminating ALL 35' X 120' Duplex Units.
We also eliminated all the units west of the power lines and replaced those units with open space (Dry Retention Areas). This moved all the units away from the western development. Originally the distance was 25', it is now 370'
All the units along the project boundary are 50' in width. The smaller lots are internalized.
I have attached the line work fo the revised plan. Let's talk on Monday so we can coordinate the package for the City Commission.

Changes Since the Planning and Zoning Board

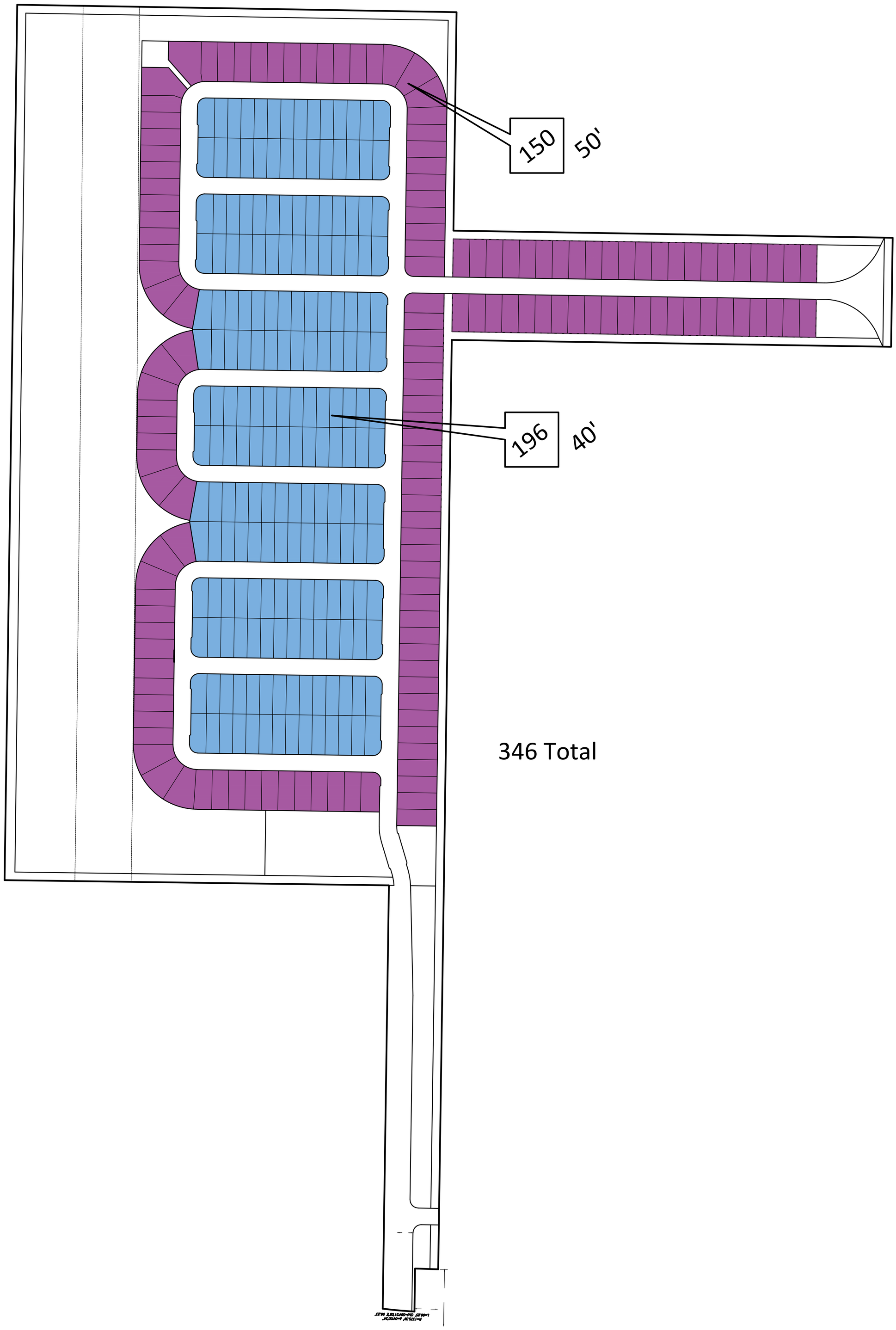
December 18th, 2025

1. Eliminated the 35' X 120' Lot Sizes
2. Reduced the number of Units from 410 to 346
3. Changed the Proposed Land Use from Multi-Family- Low Density (8 DU/Acre) to Single Family- Medium Density (4 DU/Acre)
    a. Maximum number of Units from 763 Units to 346 Units
4. Removed Units west of the Power Lines
5. All Boundary Units are 50 feet wide
6. Moved the closest Unit on the west from 25 Feet to 370 Feet

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
1315 South International Parkway

Site 1101
Lake Mary, Florida 32746
407-750-3123
407-350-9090

I use the free version of Spam Reader to get rid of spam. The Professional version doesn't have this disclaimer in outgoing emails. Try Spam Reader for free now!



346 Total

506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352 360-6727
FAX: 352 360-6652

Board Members:	**Others:**
Al Goldberg, Chairman	Sherie Lindh, LPG
Daniel Dicus, Vice Chair	Anita Geraci-Carver, City Attorney
Carlisle Burch	Kelli Fielder, Permit Tech II

MINUTES
PLANNING & ZONING (P&Z) BOARD
December 18, 2025
6:00 PM

I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Led by Chairman Goldberg.

II. **ROLL CALL:** All present, Ms. Grunewald and Mr. Burriel have recently resigned from the board.

III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from November 20, 2025 included for review/comment. No corrections or deletions and were approved unanimously.

IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. AdventHealth Sign Variance – Alt Key 1288088

The applicant has submitted a variance request to the sign regulations to allow an increase in total sign square footage from 150 square feet to 746.2 square feet, increase in height of monument sign from 10' to 12' for the sign located adjacent to CR 466A, additional monument sign location and additional wall signage. The revised request includes an ER Beacon Sign on the west elevation of the freestanding emergency room facility. The sign consists of illuminated channel letters reading ER, face-lit in high visibility red with a total sign area of 44.3 square feet and letter height of 4'-8 ¾ ". As a 24-hour health facility, the applicant would like to ensure visibility from all approach directions north, east, south and west to assist with wayfinding in a safe and timely manner. The applicant is also seeking approval to internally illuminate the south-facing ER portion of the spire (architectural feature). Within the Resolution (see attached excerpt) is a statement about that the ER lettering on the beacon sign may only be illuminated facing westward however, applicant is requesting that the ER lettering be illuminated facing south.

Sherie Lindh, LPG, introduced the project. Abby Mentry, 13266 Byrd Dr. Odessa, was present to represent the applicant. Ms. Mentry explained the request and the reasons behind the need for a Variance, stating that an ER must be immediately recognizable and navigable. She presented a photometric plan drawing of the ER sign. She explained the configuration of the project and the need

for additional signage. She also assured the board that they had worked with staff to ensure that the ER beacon sign would be at a wattage and lighting level that would not disturb surrounding residential areas. She said light projection brightness is less than that from a 60 watt bulb.

Mr. Burch asked that the southern exposure from the signs be subdued so the neighbors would not be disturbed. Ms. Mentry confirmed that it would be.

The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

B. <u>Blue Penguin – Development Order Extension</u>

The Development Order for Blue Penguin Car Wash was issued 13th August 2024 with an expiration date twelve (12) months from the date of approval if construction had not commenced. A letter request for issuance of an extension was dated August 21,2025. Clarification on the amount of time requested has led to the applicant seeking an 18-month extension. The applicant states that the reason for the extension request is due to economics with the biggest factor being the cost of equipment (due to imposed tariffs).

Sherie Lindh, LPG, introduced the project. There was no one present representing Blue Penguin. Mr. Dicus asked if the developer had intent to begin the project within the next 12 months. Ms. Lindh stated to the best of her knowledge, the developer has been actively seeking financial support to begin construction. She noted that construction costs have delayed the project. She noted that the code also allows them to apply for another extension.

Mr. Burch asked if there was a limit on the number of extensions that could be requested. Ms. Geraci-Carver said the Land Development Regulations are being modified and if any changes affect the project, there would be a valid reason to deny any further extensions.

The motion to approve was made by Mr. Burch and seconded by Vice Chair Dicus. It was approved by a vote of 2 to 1.

C. <u>Ordinance 2025-023 Administrative Approval of Final Plat</u>

Effective July, 1, 2025 Florida Law/State Statue, Chapter 2025-164, requires that all municipal final plats be approved administratively vice by city commission. Fruitland Park's administrative code (Land Development Regulations) will require update designating administrative authority to the Community Development Director and in his/her absence, the community development administrative manager. The final plat must be approved by the administrative designee with authority to approve final plats/replats and recorded in the public records of the county prior to the sell of any lor or parcel.

Ms. Geraci-Carver stated there were changes in the most recent legislative sessions that provides for final plats to be approved administratively. A resolution was presented to designate the authority to sign off on approvals of final plats, and this ordinance is in follow-up to that resolution and provides for the plats to be approved. This process has been designated to the Community Development Department with the community Development Director having the authority to approve plats and secondary approval would be by the Community Development Manager.

The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

D. Vita Serena – Annexation, Large Scale Comprehensive Plan Amendment & Rezone/PUD for Alt Keys 1288339, 1288347, 3884327 & 1288053

a. Annexation; Ordinance 2025-025
The applicant is seeking to develop a 410-unit subdivision comprised of 155 single family units on 40' lots, 101 single family units on 50' lots and 154 villa/duplex units on 35' lots. The property is located on the north side of County Road 466A, west of Micro Racetrack Road. The requested building height for the single-family units are 2-story. NOTE: There are a total of 4 parcels; however, one parcel, alternate key 1288339, is already within Fruitland Park's jurisdiction. The other 3 are within "unincorporated" Lake County and are requested to be annexed.
- Letter of Objection for Annexation (Lake County) - no other objections received to date

b. Large Scale Comp Plan Amendment; Ordinance 2025-026
The proposed development is comprised of 4 parcels, a total acreage of 95.35 +/-, with a proposed land use of multi-family low density and a maximum density of 8 units/acre. However, the proposed gross density is 4.30 units/acre. Development in this land use category is limited to **single-family detached**, single-family attached, **two-family (duplex),** multi-family homes, and mobile homes.

c. Rezone/ PUD; Ordinance 2025-027
The applicant is seeking to rezone approximately 95.35 +/- acreage for property currently zoned as Lake County Agriculture and City General Commercial (C-2) to City of Fruitland Park's Planned Unit Development (PUD). The future land use map designation is requested as Commercial High Intensity and Multi-Family Medium Density. The latter is compatible to surrounding land uses. There is currently an approved proportionate share mitigation agreement with Lake County Schools. It is proposed to develop the site in three (3) phases.

Sherie Lindh, LPG, introduced the project. Ms. Geraci-Carver noted that a letter of objection had been received from Lake County, dated December 8, 2025, from Commissioner Morris. The county objects to the annexation and ultimate development of this property to protect rural lifestyles and agricultural uses. They stated that approval of the annexation and proposed development plan would negatively impact existing infrastructure and public services, potentially leading to a decrease in the quality of life for current residents. Ms. Geraci-Carver stated that two additional letters of opposition had been received. Copies of the letters have been shared with the applicants.

Logan Opsahl, 215 N Eola Dr. Orlando, Lowndes Law, was present to represent the applicant. He provided a presentation of the Vita Serena project, noting that representatives from the project team were also available to address any questions. He provided an overview of the area to provide a wholistic view of the proposed project. He noted that the PUD Ordinance does have an accompanying development agreement that will go with the zoning designation.

Mr. Opsahl noted that some improvements to Micro Racetrack Road would include signalization and a roundabout to assist with traffic calming. He noted that this project was unique in that it was targeting a multi-generational community. He noted that although a preliminary plan would be presented, it is not part of the request being presented today.

Bart Ritota, 2619 Dartford Terrace, discussed the environmental impacts of the project on surrounding property owners. He also did not think that property taxes would be sufficient to support residents that would be moving into the area. Expressed concerns of the powerlines and recommend fencing.

Catherine Stafford 35824 Micro Racetrack Road, spoke in opposition to the project. She expressed

concern about the density, noting that most of the residents along Micro Racetrack Road have been long-term residents. She said they would be highly impacted by the increased density. She also opposed the roundabout which would be directly in front of her home.

Jeffrey Ahern, 278 Almeria Street, Banbridge Villas, discussed his concerns with the impact on residents in the Bainbridge Villas. He thought the quality of life for residents would be greatly impacted. Expressed liability issues and questioned the safety of the public with the closeness of the powerlines within the proposed development.

Lonnie Wade, 35699 Micro Racetrack Road, discussed the traffic on Micro Racetrack Road.

Sally Wade, 2450 Back Water Way and owner of property at 35699 Micro Racetrack Road, talked about the impact this development would have on long-time residents along Micro Racetrack Road who are accustomed to a rural lifestyle. She also talked about the traffic impacts that would result from this development.

Mr. Opsahl addressed comments made by public participants. He acknowledged that the developer would need to work with the School Board and Lake County to address concerns from the surrounding residents. He also stated that there will be no mobile homes within this proposed development as the staff report stated mobile homes are only allowed in mobile home parks and it was marked in error somewhere on the application. He expressed that it is well known that Micro Racetrack Road has some challenges, and the developer has been in ongoing communications with Lake County.

Mr. Dicus further stated that Micro Racetrack Road is not adequate to accommodate the proposed growth. He also expressed concern that Lake County is not likely to do anything about the road. He asked if Micro Racetrack is under Lake County Jurisdiction. Ms. Lindh confirmed the jurisdiction of Micro Racetrack Road and 446A is Lake County and confirmed that a traffic impact analysis had to be applied for and reviewed by Lake County. Mr. Dicus asked if the developer would be willing to fund additional improvements to from the proposed roundabout on Micro Racetrack Road all the way to 446A. Mr. Opsahl said Micro Racetrack Road does have insufficient right of way. He said ultimately, the road would be improved as a result of impact fees.

Mr. Dicus inquired about schools and Mr. Opsahl stated that they had gotten a mitigation agreement from the Lake County School Board. He explained how school concurrency works to fund schools in an area based on growth.

Mr. Dicus wondered if the lot sizes could be increased for the proposed development. Ms. Geraci-Carver said the Planned Unit Development application reflected what the developer had applied for but there would be opportunity for negotiations between the developer and the City.

Mr. Burch was concerned about the congestion in the area. Mr. Opsahl said the clustering is part of the reason why a Planned Unit Development is necessary, to accommodate a mix of houses and where they are placed to allow features like amenities and the open area with a trail. Mr. Burch also noted that the density outside of Fruitland Park corporate limits is not reflective of the desires of Fruitland Park.

There was a brief discussion about how the project would be broken down into three phases. Richard Wohlfarth, as applicant, on behalf of Joseph C. Burke Jr., owner, noted that the timing would be directly related to sales. Mr. Burch asked about the duplex units and their ownership. Mr. Wohlfarth

stated that the entire project will be fee-simple.

Mr. Dicus said there are road issues that are not going to be fixed by the developer, Lake County, or Fruitland Park. He asked if there was any flexibility for not having the roundabout, leaving Micro Racetrack Road alone, and using Oliver Lane for all ingress and egress from the development. Ms. Lindh responded, citing code specific information which requires two access points for ingress and egress.

Mr. Wolfarth said that anything over 100 units would require two entrances. He also pointed out that the road impact fees for this project are over a million dollars. He committed to working with Lake County to try to ensure that the dollars collected are used to improve Micro Racetrack Road.

Mr. Burch questioned with the South entrance is going to be combined with Advent. Mr. Opsahl stated that there will be a light installed. Andrew Calhoun, Pontre Vetra Florida, Developer, further explained a Tri-Party Agreement between Lake County, AdventHealth and the Developer to address some of the concerns expressed for ingress and egress.

Ms. Geraci-Carver reviewed the Lake County objection letter giving the most important points. Density, impact on infrastructure, access points, permitting, dedicated turn lanes, and roundabout requirements.

Annexation; Ordinance 2025-025; Alt keys 1288347, 3884327 & 1288053
The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

Large Scale Comp Plan Amendment; Ordinance 2025-026
The motion to deny was made by Mr. Burch and seconded by Vice Chair Dicus with the recommendation that the lot sizing being enlarged. It was approved by a vote of 2 to 1.

Rezone/PUD; Ordinance 2025-027
The motion to deny was made by Mr. Burch and seconded by Vice Chair Dicus. It was approved by a vote of 2 to 1.

E. The Enclave at Lake Geneva (G&H) – Small Scale Comprehensive Plan Amendment & Rezone for Alt Keys 1284384, 2748770, 1809444, 1809436, 1284422, 1284392

a. Small Scale Comp Plan Amendment, Ordinance 2025-029
Approximately 0.611 +/- acres (26,635 square feet applicable to a portion of alternate key 1284422), more or less of the right of way line of CSX Railroad (an abandoned railway - see applicant's sketch of description) requiring change to the City of Fruitland Park's Future Land Use Map from "Commercial" to "Mixed Community".

b. Rezoning to Mixed Planned Unit Development (MPUD), Ordinance 2025-030
The properties are being developed as part of a larger project known as The Enclave at Lake Geneva consisting of parcels contained within A-F. Overall the applicant is seeking to add additional single family homes not to exceed an additional 121 units. Permitted uses through the addition of parcels contained within G & H would also allow for some portions specified under the C-1 zoning designation to have commercial uses; as well as uses specified under C-2.

Sherie Lindh, LPG, introduced the project. Mr. Opsahl provided a presentation on the project. Logan Opsahl, 215 N Eola Dr. Orlando, Lowndes Law, was present to represent the applicant. He provided a presentation of the G & H portion of The Enclave at Lake Geneva project, noting that representatives from the project team were also available to address any questions. He provided an overview of the area to provide a wholistic view of the proposed project.

Mr. Dicus questioned the possible extension of Lake Ella Road straight out to US Hwy 441/27. Mr. Opsahl stated that there is an agreement in process.

Small Scale Comp Plan Amendment, Ordinance 2025-029
The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

Rezoning to Mixed Planned Unit Development (MPUD), Ordinance 2025-030
The motion to approve was made by Mr. Burch and seconded by Vice Chair Dicus. It was unanimously approved.

BOARD MEMBERS' COMMENTS:

Mr. Dicus inquired about what it would take to address allowable lot sizes in the Land Development Regulations. Ms. Geraci-Carver responded that a request would have to be made to the City Commission. Ms. Lindh further stated that she and Mr. Ranking had been working together to create a list of LDR amendment. She discussed some of the proposed changes and stated that right now the City is not allowed to adopt any stricter regulations. She noted that proposed changes are being reviewed.

PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. 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 Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

ADJOURNMENT: 8:11 p.m.

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6d

ITEM TITLE: **First Reading and Public Hearing – Ordinance 2025-029 Small Scale Comprehensive Plan Amendment** – Enclave at Lake Geneva Parcels G & H for approximately 0.611 +/- acres located generally West of U.S. Highway 27/441 South of Lake Ella Road. Petitioner: Fruitland Park Development VI, LLC - Richard Wohlfarth, on behalf of the owner, Fruitland Lake Ella, LLC.

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 22, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

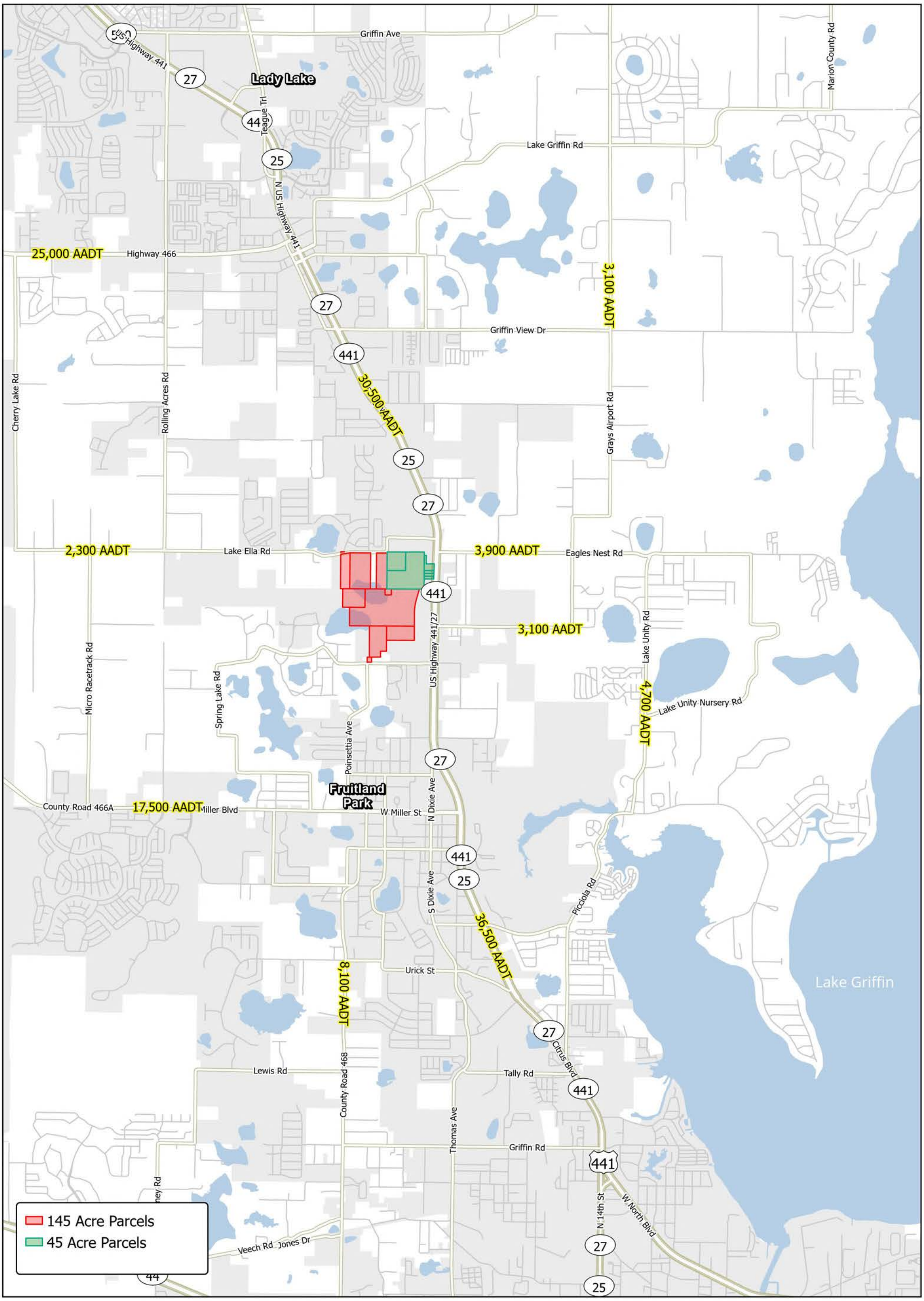
BRIEF NARRATIVE: The applicant is requesting a rezoning from C2 and PUD to PUD. The site includes approximately 4.89 acres of C-2 zoning with Mixed Commercial and Commercial Future Land Use (FLU), and 40.42 acres of PUD zoning with a Mixed Community FLU. The applicant is requesting a Mixed Community FLU designation for 0.611 acres. P&Z Board draft minutes have been included for information.

FUNDS REQUIRED: None

ATTACHMENTS: Ordinance 2025-029, Future Land Use Map (proposed and existing), location map, advertising affidavit

RECOMMENDATION: Consider approval of Ordinance 2025-029

ACTION:



WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES

Enclave at Lake Geneva

Location and Traffic Map

0 0.5 Miles

N

ORDINANCE 2025-029

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3187, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMERCIAL TO CITY OF FRUITLAND PARK MIXED COMMUNITY OF 0.611 +/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27/441 SOUTH OF LAKE ELLA ROAD; 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 the Owner, Fruitland Lake Ella, LLC, requesting that approximately 0.611 ± real property within the city limits of the City of Fruitland Park be assigned a land use designation of Mixed Community 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.

WHEREAS, the ordinance has been advertised as required by law for two public hearings with the first public hearing occurring at least 7 days after the first advertisement was published and the second public hearing for adoption of this ordinance occurring at least 5 days after the day of the second advertisement; and

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

Section 1: The following described property consisting of approximately 0.611 ± acres as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Mixed Community 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: Conflicts. 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 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 _____ day of _____, 2026.

_____
Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

_____
Gwen Johns, City Clerk

Approved as to Form:

_____
Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Vice-Mayor DeGrave	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Williams	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Cosenza	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Raysin	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)

Passed First Reading _____

Passed Second Reading _____

(SEAL)

“EXHIBIT A”

LEGAL DESCRIPTION

EXHIBIT “B”

MAP

BUSINESS NO. 32108

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS

1315 South International Parkway Suite 1101
Lake Mary, Florida 32746
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE SOUTH 89°51'28" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1,327.16 FEET; THENCE SOUTH 00°16'00" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 50.00 FEET, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE WEST AND SOUTH BOUNDARIES OF THAT CERTAIN LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5924, PAGE 323, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°16'00" WEST, A DISTANCE OF 68.84 FEET; THENCE SOUTH 89°45'01" EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 00°16'00" WEST, A DISTANCE OF 305.00 FEET; THENCE SOUTH 89°51'34" EAST, A DISTANCE OF 285.97 FEET, THE FOLLOWING TWO (2) DESCRIBED COURSES BEING ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27/441 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP F.P. NO. 238395-4, SECTION 11040; THENCE SOUTH 02°14'34" WEST, A DISTANCE OF 239.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°14'34" WEST, A DISTANCE OF 100.07 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE NORTH 89°50'42" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 279.66 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD (AN ABANDONED RAILWAY); THENCE NORTH 16°59'50" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 104.48 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 89°50'42" EAST ALONG SAID NORTH LINE, A DISTANCE OF 253.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.611 ACRES (26,635 SQUARE FEET), MORE OR LESS.

NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID NORTH LINE HAVING AN ASSUMED BEARING OF SOUTH 89°51'28" EAST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: Enclave at Lake Geneva
LOCATION: City of Fruitland Park, Lake County, Florida

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING GROUP LLC:

WILSON E. WAY, P.S.M.
PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

REVISIONS	DATE	BY

DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
10/20/25	BF	WW	N/A

SHEET 1 OF 2

PROJECT NO. A33

C:\Users\Bill\AppData\Local\Temp\AcPublish_2540\ENCLAVE AT LAKE GENEVA - PARCEL 2 C2 ZONING.dwg

BUSINESS NO. 32108

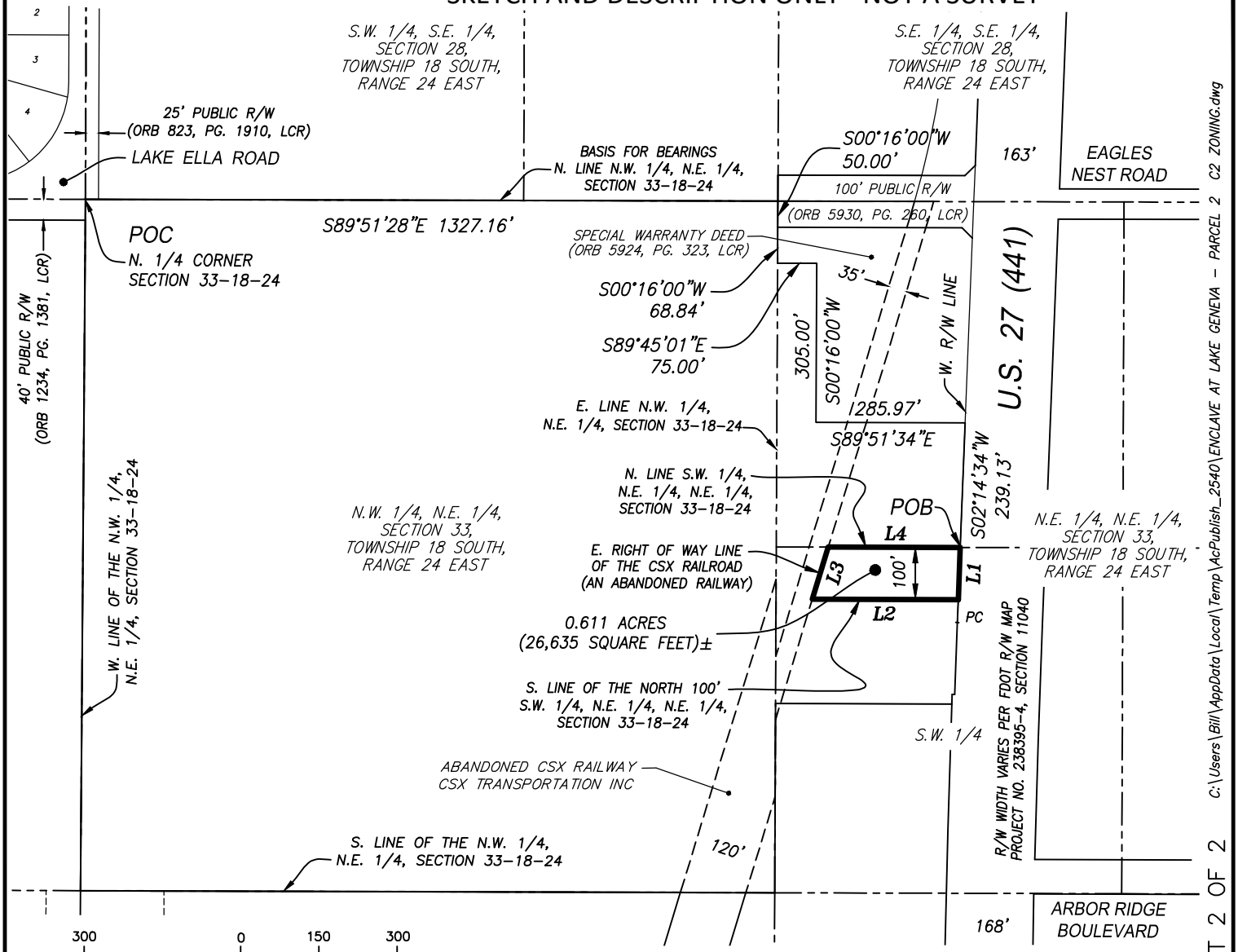
WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS

1315 South International Parkway Suite 1101
Lake Mary, Florida 32746
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY - NOT A SURVEY



300 0 150 300

GRAPHIC SCALE (IN FEET)
1 inch = 300 ft.

Line Table		
Line #	Direction	Length
L1	S02°14'34"W	100.07'
L2	N89°50'42"W	279.66'
L3	N16°59'50"E	104.48'
L4	S89°50'42"E	253.03'

LEGEND

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
LCR = LAKE COUNTY RECORDS
ORB = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PC = POINT OF CURVATURE
PG. = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
33-18-24 = SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST.

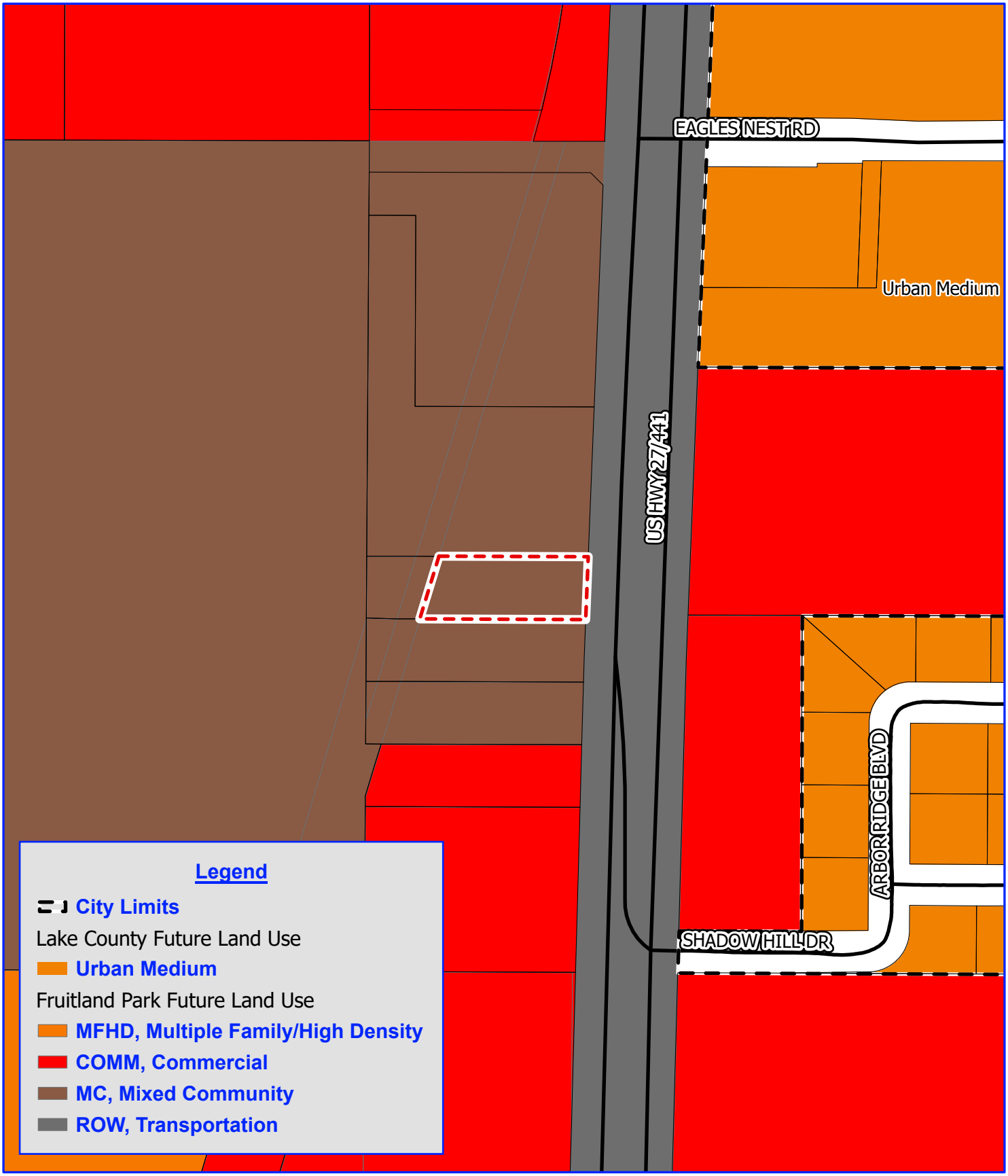
REVISIONS	DATE	BY

DATE: 10/20/25 | DRAWN BY BF | CHECKED BY WW | FIELD BOOK N/A

PROJECT NO. A33

SHEET 2 OF 2

C:\Users\Bill\AppData\Local\Temp\AcPublish_2540\ENCLAVE AT LAKE GENEVA - PARCEL 2 C2 ZONING.dwg



N
W E
S

50 0 50 100 150 200 250 Feet

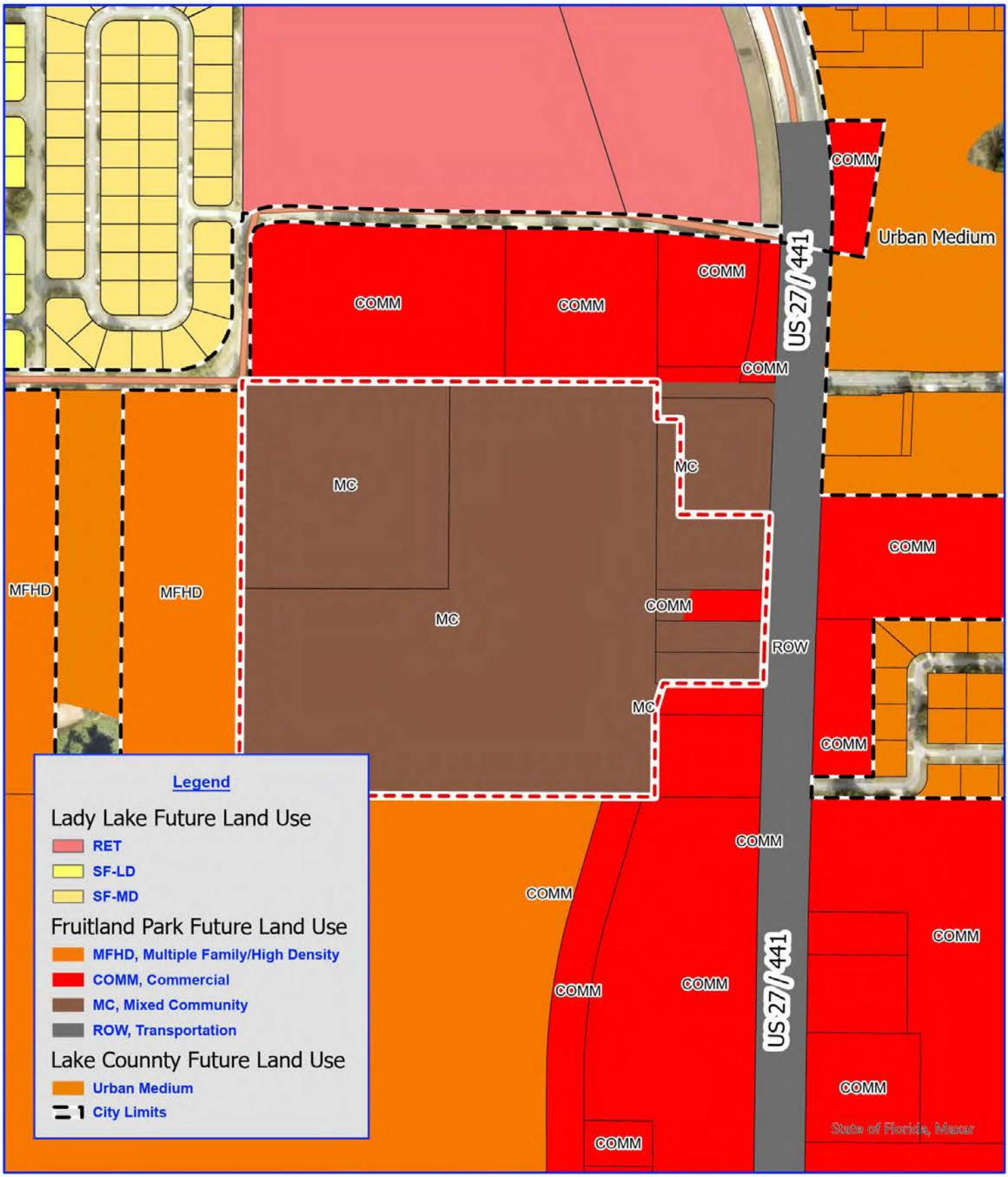
Scale: 1:2,500

Enclave at Lake Geneva

Fruitland Park, Florida
Proposed Future Land Use Map

Project:398/24/06
File: Enclave at Lake Geneva
Name: Proposed FLU
PM: S. Lindh
Date: December 10, 2025
Created By: T. Ramdass

LAND PLANNING GROUP
ENTITLEMENT · PLANNING · CONSULTING
URBAN AND REGIONAL PLANNERS



N
W E
S
100 0 100 200 300 400 500 Feet
Scale: 1:5,000

Enclave at Lake Geneva

Fruitland Park, Florida
Existing Future Land Use Map

Project:398/24/06
File: Enclave at Lake Geneva
Name: FLU
PM: S. Lindh
Date: August 25, 2025
Created By: T. Kalebaugh

LPG Urban & Regional Planners, LLC.
1162 Camp Avenue, Mount Dora, Florida 32757
Office:(352) 385-1940/ Fax: (352) 383-4824

The Villages
DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

Before the undersigned authority personally appeared **Amber Sevison** who on oath says that he or she is Legal Ad Coordinator of the Villages DAILY SUN, a daily newspaper published in Sumter County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad **# 01282973** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

DECEMBER 12, 2025

Affiant further says that the Daily Sun is a newspaper that complies with all legal requirements for publication in chapter 50, Florida Statutes.

(Signature Of Affiant)

Sworn to and subscribed before me this 15 day December 2025.

Robin L Baldeschwieler, Notary

Personally Known X or
Production Identification
Type of Identification Produced

ROBIN L. BALDESCHWIELER
Notary Public - State of Florida
Commission # HH 588770
My Comm. Expires Oct 10, 2028
Bonded through National Notary Assn.

NOTICE OF PUBLIC HEARING

ORDINANCE 2025-029

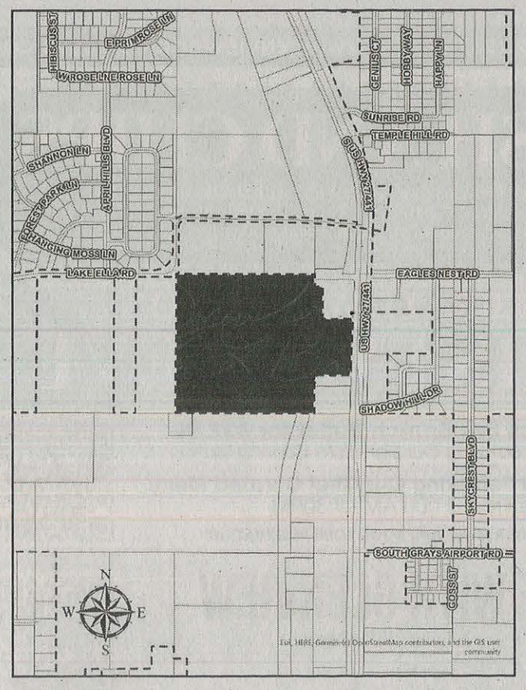
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3187, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMERCIAL TO CITY OF FRUITLAND PARK MIXED COMMUNITY OF 0.611 +/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27/441 SOUTH OF LAKE ELLA ROAD; 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.

ORDINANCE 2025-030

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 45.31 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA TO THE CITY OF FRUITLAND PARK DESIGNATION OF MPUD, MIXED PLANNED UNIT DEVELOPMENT WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK FOR THE PROPERTY BEING REZONED; 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 Ordinances will be considered at the following public meetings:
Planning & Zoning Board Thursday, December 18, 2025 @ 6:00 p.m.
City Commission 1st Reading Thursday, January 8, 2026 @ 6:00 p.m.
Land Planning Agency Meeting Thursday, January 8, 2026 @ 6:15 p.m.
City Commission 2nd Reading Thursday, January 22, 2026 @ 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 Ordinances 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 Ordinances.



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 Gwen Johns, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.

506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352 360-6727
FAX: 352 360-6652

Board Members:	**Others:**
Al Goldberg, Chairman	Sherie Lindh, LPG
Daniel Dicus, Vice Chair	Anita Geraci-Carver, City Attorney
Carlisle Burch	Kelli Fielder, Permit Tech II

MINUTES
PLANNING & ZONING (P&Z) BOARD
December 18, 2025
6:00 PM

I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Led by Chairman Goldberg.

II. **ROLL CALL:** All present, Ms. Grunewald and Mr. Burriel have recently resigned from the board.

III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from November 20, 2025 included for review/comment. No corrections or deletions and were approved unanimously.

IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. AdventHealth Sign Variance – Alt Key 1288088

The applicant has submitted a variance request to the sign regulations to allow an increase in total sign square footage from 150 square feet to 746.2 square feet, increase in height of monument sign from 10' to 12' for the sign located adjacent to CR 466A, additional monument sign location and additional wall signage. The revised request includes an ER Beacon Sign on the west elevation of the freestanding emergency room facility. The sign consists of illuminated channel letters reading ER, face-lit in high visibility red with a total sign area of 44.3 square feet and letter height of 4'-8 ¾ ". As a 24-hour health facility, the applicant would like to ensure visibility from all approach directions north, east, south and west to assist with wayfinding in a safe and timely manner. The applicant is also seeking approval to internally illuminate the south-facing ER portion of the spire (architectural feature). Within the Resolution (see attached excerpt) is a statement about that the ER lettering on the beacon sign may only be illuminated facing westward however, applicant is requesting that the ER lettering be illuminated facing south.

Sherie Lindh, LPG, introduced the project. Abby Mentry, 13266 Byrd Dr. Odessa, was present to represent the applicant. Ms. Mentry explained the request and the reasons behind the need for a Variance, stating that an ER must be immediately recognizable and navigable. She presented a photometric plan drawing of the ER sign. She explained the configuration of the project and the need

for additional signage. She also assured the board that they had worked with staff to ensure that the ER beacon sign would be at a wattage and lighting level that would not disturb surrounding residential areas. She said light projection brightness is less than that from a 60 watt bulb.

Mr. Burch asked that the southern exposure from the signs be subdued so the neighbors would not be disturbed. Ms. Mentry confirmed that it would be.

The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

B. <u>Blue Penguin – Development Order Extension</u>

The Development Order for Blue Penguin Car Wash was issued 13th August 2024 with an expiration date twelve (12) months from the date of approval if construction had not commenced. A letter request for issuance of an extension was dated August 21,2025. Clarification on the amount of time requested has led to the applicant seeking an 18-month extension. The applicant states that the reason for the extension request is due to economics with the biggest factor being the cost of equipment (due to imposed tariffs).

Sherie Lindh, LPG, introduced the project. There was no one present representing Blue Penguin. Mr. Dicus asked if the developer had intent to begin the project within the next 12 months. Ms. Lindh stated to the best of her knowledge, the developer has been actively seeking financial support to begin construction. She noted that construction costs have delayed the project. She noted that the code also allows them to apply for another extension.

Mr. Burch asked if there was a limit on the number of extensions that could be requested. Ms. Geraci-Carver said the Land Development Regulations are being modified and if any changes affect the project, there would be a valid reason to deny any further extensions.

The motion to approve was made by Mr. Burch and seconded by Vice Chair Dicus. It was approved by a vote of 2 to 1.

C. <u>Ordinance 2025-023 Administrative Approval of Final Plat</u>

Effective July, 1, 2025 Florida Law/State Statue, Chapter 2025-164, requires that all municipal final plats be approved administratively vice by city commission. Fruitland Park's administrative code (Land Development Regulations) will require update designating administrative authority to the Community Development Director and in his/her absence, the community development administrative manager. The final plat must be approved by the administrative designee with authority to approve final plats/replats and recorded in the public records of the county prior to the sell of any lor or parcel.

Ms. Geraci-Carver stated there were changes in the most recent legislative sessions that provides for final plats to be approved administratively. A resolution was presented to designate the authority to sign off on approvals of final plats, and this ordinance is in follow-up to that resolution and provides for the plats to be approved. This process has been designated to the Community Development Department with the community Development Director having the authority to approve plats and secondary approval would be by the Community Development Manager.

The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

D. <u>Vita Serena – Annexation, Large Scale Comprehensive Plan Amendment & Rezone/PUD for Alt Keys 1288339, 1288347, 3884327 & 1288053</u>

a. <u>Annexation; Ordinance 2025-025</u>
The applicant is seeking to develop a 410-unit subdivision comprised of 155 single family units on 40' lots, 101 single family units on 50' lots and 154 villa/duplex units on 35' lots. The property is located on the north side of County Road 466A, west of Micro Racetrack Road. The requested building height for the single-family units are 2-story. NOTE: There are a total of 4 parcels; however, one parcel, alternate key 1288339, is already within Fruitland Park's jurisdiction. The other 3 are within "unincorporated" Lake County and are requested to be annexed.
    - Letter of Objection for Annexation (Lake County) - no other objections received to date

b. <u>Large Scale Comp Plan Amendment; Ordinance 2025-026</u>
The proposed development is comprised of 4 parcels, a total acreage of 95.35 +/-, with a proposed land use of multi-family low density and a maximum density of 8 units/acre. However, the proposed gross density is 4.30 units/acre. Development in this land use category is limited to **single-family detached**, single-family attached, **two-family (duplex),** multi-family homes, and mobile homes.

c. <u>Rezone/ PUD; Ordinance 2025-027</u>
The applicant is seeking to rezone approximately 95.35 +/- acreage for property currently zoned as Lake County Agriculture and City General Commercial (C-2) to City of Fruitland Park's Planned Unit Development (PUD). The future land use map designation is requested as Commercial High Intensity and Multi-Family Medium Density. The latter is compatible to surrounding land uses. There is currently an approved proportionate share mitigation agreement with Lake County Schools. It is proposed to develop the site in three (3) phases.

Sherie Lindh, LPG, introduced the project. Ms. Geraci-Carver noted that a letter of objection had been received from Lake County, dated December 8, 2025, from Commissioner Morris. The county objects to the annexation and ultimate development of this property to protect rural lifestyles and agricultural uses. They stated that approval of the annexation and proposed development plan would negatively impact existing infrastructure and public services, potentially leading to a decrease in the quality of life for current residents. Ms. Geraci-Carver stated that two additional letters of opposition had been received. Copies of the letters have been shared with the applicants.

Logan Opsahl, 215 N Eola Dr. Orlando, Lowndes Law, was present to represent the applicant. He provided a presentation of the Vita Serena project, noting that representatives from the project team were also available to address any questions. He provided an overview of the area to provide a wholistic view of the proposed project. He noted that the PUD Ordinance does have an accompanying development agreement that will go with the zoning designation.

Mr. Opsahl noted that some improvements to Micro Racetrack Road would include signalization and a roundabout to assist with traffic calming. He noted that this project was unique in that it was targeting a multi-generational community. He noted that although a preliminary plan would be presented, it is not part of the request being presented today.

Bart Ritota, 2619 Dartford Terrace, discussed the environmental impacts of the project on surrounding property owners. He also did not think that property taxes would be sufficient to support residents that would be moving into the area. Expressed concerns of the powerlines and recommend fencing.

Catherine Stafford 35824 Micro Racetrack Road, spoke in opposition to the project. She expressed

concern about the density, noting that most of the residents along Micro Racetrack Road have been long-term residents. She said they would be highly impacted by the increased density. She also opposed the roundabout which would be directly in front of her home.

Jeffrey Ahern, 278 Almeria Street, Banbridge Villas, discussed his concerns with the impact on residents in the Bainbridge Villas. He thought the quality of life for residents would be greatly impacted. Expressed liability issues and questioned the safety of the public with the closeness of the powerlines within the proposed development.

Lonnie Wade, 35699 Micro Racetrack Road, discussed the traffic on Micro Racetrack Road.

Sally Wade, 2450 Back Water Way and owner of property at 35699 Micro Racetrack Road, talked about the impact this development would have on long-time residents along Micro Racetrack Road who are accustomed to a rural lifestyle. She also talked about the traffic impacts that would result from this development.

Mr. Opsahl addressed comments made by public participants. He acknowledged that the developer would need to work with the School Board and Lake County to address concerns from the surrounding residents. He also stated that there will be no mobile homes within this proposed development as the staff report stated mobile homes are only allowed in mobile home parks and it was marked in error somewhere on the application. He expressed that it is well known that Micro Racetrack Road has some challenges, and the developer has been in ongoing communications with Lake County.

Mr. Dicus further stated that Micro Racetrack Road is not adequate to accommodate the proposed growth. He also expressed concern that Lake County is not likely to do anything about the road. He asked if Micro Racetrack is under Lake County Jurisdiction. Ms. Lindh confirmed the jurisdiction of Micro Racetrack Road and 446A is Lake County and confirmed that a traffic impact analysis had to be applied for and reviewed by Lake County. Mr. Dicus asked if the developer would be willing to fund additional improvements to from the proposed roundabout on Micro Racetrack Road all the way to 446A. Mr. Opsahl said Micro Racetrack Road does have insufficient right of way. He said ultimately, the road would be improved as a result of impact fees.

Mr. Dicus inquired about schools and Mr. Opsahl stated that they had gotten a mitigation agreement from the Lake County School Board. He explained how school concurrency works to fund schools in an area based on growth.

Mr. Dicus wondered if the lot sizes could be increased for the proposed development. Ms. Geraci-Carver said the Planned Unit Development application reflected what the developer had applied for but there would be opportunity for negotiations between the developer and the City.

Mr. Burch was concerned about the congestion in the area. Mr. Opsahl said the clustering is part of the reason why a Planned Unit Development is necessary, to accommodate a mix of houses and where they are placed to allow features like amenities and the open area with a trail. Mr. Burch also noted that the density outside of Fruitland Park corporate limits is not reflective of the desires of Fruitland Park.

There was a brief discussion about how the project would be broken down into three phases. Richard Wohlfarth, as applicant, on behalf of Joseph C. Burke Jr., owner, noted that the timing would be directly related to sales. Mr. Burch asked about the duplex units and their ownership. Mr. Wohlfarth

stated that the entire project will be fee-simple.

Mr. Dicus said there are road issues that are not going to be fixed by the developer, Lake County, or Fruitland Park. He asked if there was any flexibility for not having the roundabout, leaving Micro Racetrack Road alone, and using Oliver Lane for all ingress and egress from the development. Ms. Lindh responded, citing code specific information which requires two access points for ingress and egress.

Mr. Wolfarth said that anything over 100 units would require two entrances. He also pointed out that the road impact fees for this project are over a million dollars. He committed to working with Lake County to try to ensure that the dollars collected are used to improve Micro Racetrack Road.

Mr. Burch questioned with the South entrance is going to be combined with Advent. Mr. Opsahl stated that there will be a light installed. Andrew Calhoun, Pontre Vetra Florida, Developer, further explained a Tri-Party Agreement between Lake County, AdventHealth and the Developer to address some of the concerns expressed for ingress and egress.

Ms. Geraci-Carver reviewed the Lake County objection letter giving the most important points. Density, impact on infrastructure, access points, permitting, dedicated turn lanes, and roundabout requirements.

Annexation; Ordinance 2025-025; Alt keys 1288347, 3884327 & 1288053
The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

Large Scale Comp Plan Amendment; Ordinance 2025-026
The motion to deny was made by Mr. Burch and seconded by Vice Chair Dicus with the recommendation that the lot sizing being enlarged. It was approved by a vote of 2 to 1.

Rezone/PUD; Ordinance 2025-027
The motion to deny was made by Mr. Burch and seconded by Vice Chair Dicus. It was approved by a vote of 2 to 1.

E. The Enclave at Lake Geneva (G&H) – Small Scale Comprehensive Plan Amendment & Rezone for Alt Keys 1284384, 2748770, 1809444, 1809436, 1284422, 1284392

a. Small Scale Comp Plan Amendment, Ordinance 2025-029
Approximately 0.611 +/- acres (26,635 square feet applicable to a portion of alternate key 1284422), more or less of the right of way line of CSX Railroad (an abandoned railway - see applicant's sketch of description) requiring change to the City of Fruitland Park's Future Land Use Map from "Commercial" to "Mixed Community".

b. Rezoning to Mixed Planned Unit Development (MPUD), Ordinance 2025-030
The properties are being developed as part of a larger project known as The Enclave at Lake Geneva consisting of parcels contained within A-F. Overall the applicant is seeking to add additional single family homes not to exceed an additional 121 units. Permitted uses through the addition of parcels contained within G & H would also allow for some portions specified under the C-1 zoning designation to have commercial uses; as well as uses specified under C-2.

Sherie Lindh, LPG, introduced the project. Mr. Opsahl provided a presentation on the project. Logan Opsahl, 215 N Eola Dr. Orlando, Lowndes Law, was present to represent the applicant. He provided a presentation of the G & H portion of The Enclave at Lake Geneva project, noting that representatives from the project team were also available to address any questions. He provided an overview of the area to provide a wholistic view of the proposed project.

Mr. Dicus questioned the possible extension of Lake Ella Road straight out to US Hwy 441/27. Mr. Opsahl stated that there is an agreement in process.

Small Scale Comp Plan Amendment, Ordinance 2025-029
The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

Rezoning to Mixed Planned Unit Development (MPUD), Ordinance 2025-030
The motion to approve was made by Mr. Burch and seconded by Vice Chair Dicus. It was unanimously approved.

BOARD MEMBERS' COMMENTS:

Mr. Dicus inquired about what it would take to address allowable lot sizes in the Land Development Regulations. Ms. Geraci-Carver responded that a request would have to be made to the City Commission. Ms. Lindh further stated that she and Mr. Ranking had been working together to create a list of LDR amendment. She discussed some of the proposed changes and stated that right now the City is not allowed to adopt any stricter regulations. She noted that proposed changes are being reviewed.

PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. 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 Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

ADJOURNMENT: 8:11 p.m.

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

ITEM TITLE: **Public Hearing - Resolution 2025-056 AdventHealth Sign Variance for property generally located north of CR 466A and west of Oliver Lane Petitioner: Creative Sign Design/Addie Mentry on behalf of the owner Adventist Health Systems/Sunbelt, Inc.**

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 22, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

BRIEF NARRATIVE: The applicant is seeking a variance from Chapter 163, Section 163.070 (c)(1)(ii) & (vi) regarding the total square footage of allowable signage, the number of freestanding monument signs and the maximum height of freestanding monument signs (outlined in Resolution 2025-056). The applicant is requiring a variance as a result of the location of the property along a curvature of CR 466A and is requesting necessary wayfinding signs for time-sensitive medical care necessary to meet the public service need of urgent medical care. P&Z Board minutes have been included for information.

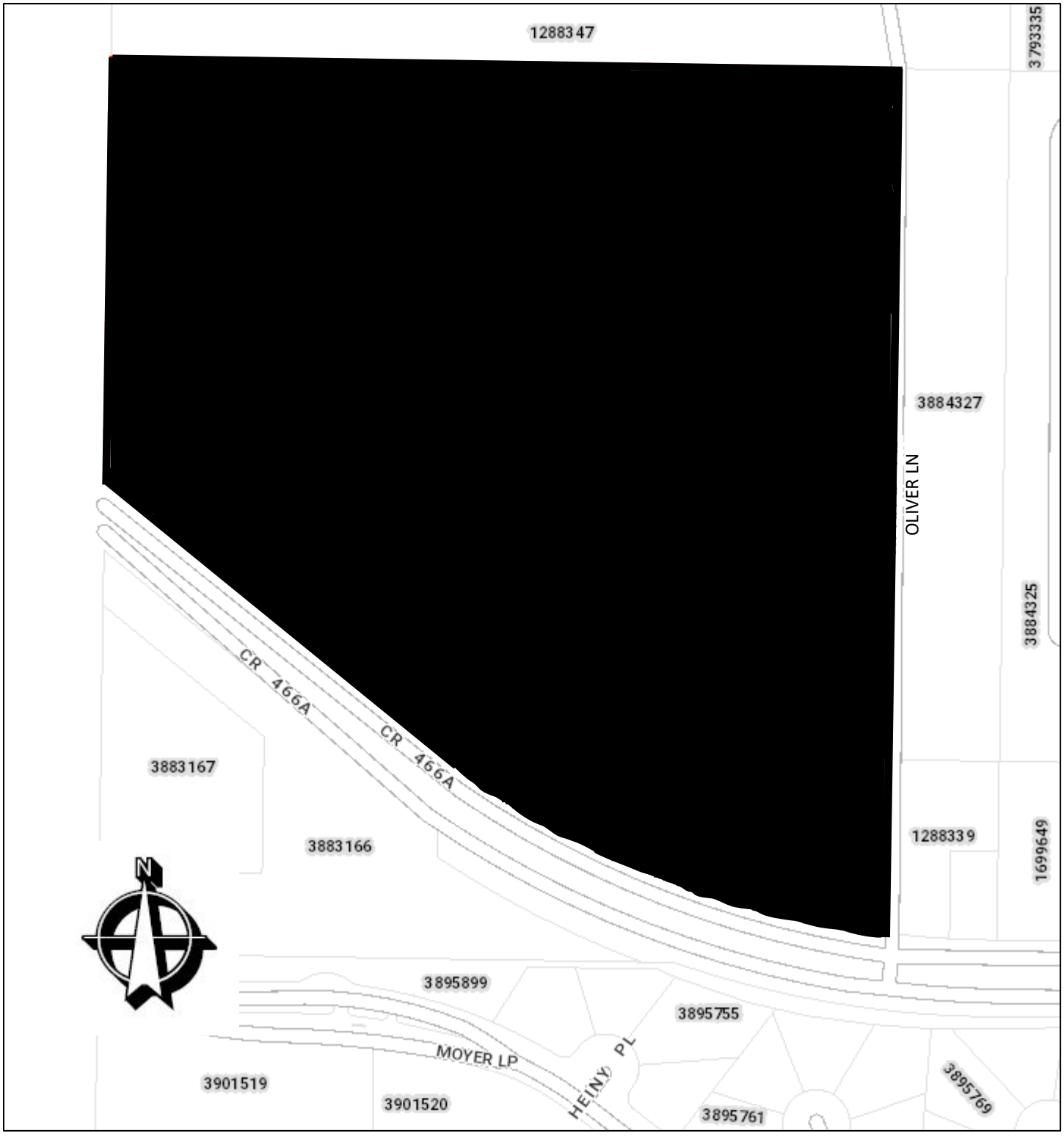
FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2025-026, signage plan, photometric plan and advertising affidavit

RECOMMENDATION: Consider Resolution 2025-026 for approval as per P&Z Board meeting held December 18, 2025.

ACTION: Approval of Resolution 2025-026

AdventHealth Fruitland Park OSED



Return to:
City Clerk
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, FL 34131

RESOLUTION 2025-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATION (LDR) SECTION 163.070(c)(1)(ii, vi and xvi) TO ALLOW MORE THAN THREE FREESTANDING MONUMENT SIGNS, TO ALLOW SIGNS GREATER THAN TEN FEET IN HEIGHT ALONG CR 466A, TO INCREASE THE TOTAL SQUARE FOOTAGE OF SIGNAGE ALLOWED TO GREATER THAN ONE HUNDRED SQUARE FEET, AND TO ALLOW A BEACON SIGN THAT IS ILLUMINATED, ALL WITHIN THE ADVENT HEALTH OFF-SITE EMERGENCY DEPARTMENT SITE LOCATED AT 201 CR466A; PROVIDING FOR AN EXPIRATION DATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kimley Horn as applicant on behalf of the owner, Adventist Health System/Sunbelt, Inc. has petitioned for variances for property located at the intersection of CR 466A and Oliver Lane and having an address of 201 County Road 466A, Fruitland Park, Lake County, Florida; and

WHEREAS, the applicant requests a variance to the following LDR requirements:

- One free standing sign per parcel per street frontage and one additional sign for the secondary frontage;
- Maximum signage of 150 sq. ft.;
- Maximum sign height along CR 466A of 10 ft.; and
- Beacon sign that is illuminated.

WHEREAS, this request has met the public notice requirements set forth in Chapter 168 of the City of Fruitland Park Land Development Regulations; and

WHEREAS, the City Commission has considered the petition in accordance with standards for the granting of variances contained in Section 168.010, Chapter 168, City of Fruitland Park Land Development Regulations and

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

1. The City Commission has determined that the need for the proposed signs is unique to the AdventHealth off-site emergency department and its property. The property is located along a curve of CR 466A where line-of-sight is restricted thereby creating a hardship on the owner. Without a dedicated illuminated ER beacon sign, patients and EMS traveling eastbound may experience difficulty identifying the correct entrance in time to safely maneuver, particularly in emergency circumstances.

2. The City Commission has further determined that the conditions and circumstances are not the results of actions of the City.

3. The City Commission has further determined that the variance is the minimum variance necessary to make possible the reasonable use of the building, that would otherwise work an unnecessary undue hardship on the owner. Approval of the variance will provide clear, legible, and immediate identification for patients, visitors, and emergency responders, thereby advancing the public health, safety, and welfare of the community.

4. The City Commission finds the literal interpretation and enforcement of the regulations will deprive the owner of rights commonly enjoyed by other properties in the same zoning district and work on an unnecessary hardship. Literal enforcement of the sign code creates a practical difficulty for this site because of the unique conditions imposed by roadway geometry and site orientation. Unlike typical commercial frontages, the west elevation of the building faces the curve of CR 466A, where standard wall signage does not provide adequate visibility to approaching traffic. The difficulty is not self-created but arises from the physical characteristics of the roadway and the facility's critical use as a 24-hour emergency provider. Without the requested variance, drivers and EMS units may experience confusion or delayed recognition of the emergency entrance, which could result in unsafe last-second maneuvers or lost time in critical situations. The proposed ER beacon sign remedies this difficulty by providing a simple, highly legible "ER" identifier that is scaled for visibility at roadway speeds, thereby ensuring the site can function safely and effectively within its unique setting.

5. The variance request will not confer on the owner any special privilege that is denied by the LDC to other lands, buildings, or structures in the same zoning district.

6. The granting of the variance will be in harmony with the general intent and purpose of the LDC and not be injurious to the surrounding properties or detrimental to the public welfare. The proposed ER beacon sign is modest in scale relative to the building façade and limited to essential copy ("ER"), minimizing visual clutter. The sign is professionally designed, internally illuminated for nighttime visibility, and harmonizes with the facility's branding. It will not adversely affect nearby properties but instead contribute positively to the community by enhancing safety and reducing emergency response times. Approval of the variances will provide clear, legible, and immediate identification for patients, visitors, and emergency responders, thereby advancing the public health, safety, and welfare of the community.

7. The petition for variance filed by Kimley Horn as applicant on behalf of the owner, Adventist Health System/Sunbelt, Inc. has petitioned for variances for property located at the intersection of CR 466A and Oliver Lane and having an address of 201 County Road 466A, Fruitland Park, Lake County, Florida, more particularly described as:

LEGAL DESCRIPTION: SEE EXHIBIT "A" attached hereto and incorporated herein.

is **GRANTED** as follows:

1. Variance to Chapter 163, Section 163.070(c)(1) subsections (ii, vi, and xvi). The variance is granted only for the proposed signs with dimensions, and locations, attached as composite Exhibit "B" hereto, and only for purposes of the off-site emergency department. Additionally, relating to the illuminated beacon sign with ER lettering, the ER lettering may only be illuminated facing north and south.

2. A variance that has not been utilized within two years of being granted shall not be utilized without a new public hearing in accordance with the requirements of Chapter 168.

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

4. This variance shall become effective immediately on its approval and adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED 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:

_____ _____
Gwen Johns, City Clerk Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Vice Mayor DeGrave	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Williams	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Cosenza	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Raysin	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)

Passed First Reading _____

(SEAL)

EXHIBIT A

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6 TOWNSHIP 19 SOUTH RANGE 24 EAST RUN NORTH 00-49-58 EAST ALONG THE WEST LINE 2028.33 FEET FOR THE POINT OF BEGINNING, SAID POINT BEING A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO 466A DESCRIBED IN ORB 4485 PG 481, CONTINUE NORTH 00-49-58 EAST ALONG THE WEST LINE 625.67 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, SOUTH 89-06-05 EAST ALONG THE NORTH LINE 1161.46 FEET TO THE NORTHEAST CORNER OF THE WEST 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, SOUTH 00-50-23 WEST 1259.66 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO 466A, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY TO WHICH A RADIAL LINE BEARS SOUTH 03-26-08 WEST, THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO 466A AND THE ARC OF CURVE THRU A CENTRAL ANGLE OF 11-51-54, AN ARC LENGTH OF 223.92 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN RIGHT OF WAY RESERVATION BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA IN DEED BOOK 237 PG 336, THENCE NORTH 89-07-03 WEST ALONG SAID NORTH LINE 25.87 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 466A, SAID POINT BEING A POINT OF NON-TANGENCY ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1375.39 FEET TO WHICH A RADIAL LINE BEARS SOUTH 17-41-16 WEST, THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND ARC OF CURVE, THRU A CENTRAL ANGLE OF 21-33-10, AN ARC LENGTH OF 517.39 FEET TO THE POINT OF TANGENCY, THENCE NORTH 50-45-41 WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 585.35 FEET TO THE POINT OG BEGINNING

Alt. Key Number: 1288088

Parcel Id No. 06-19-24-0003-000-01900

Exhibit "A"

THOSE PORTIONS OF THE WEST 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST 1/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING NORTHERLY AND NORTHEASTERLY OF THE NORTHERLY AND NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 466A AS IT CURRENTLY EXISTS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6" X 6" CONCRETE MONUMENT WITH A NAIL AND NO IDENTIFICATION LOCATED AT THE SOUTHWEST CORNER OF THE SW 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE ON A BEARING RELATED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, RUN N 00-49'58" E, ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 6, A DISTANCE OF 2028.33 FEET FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 466A AS DESCRIBED IN OFFICIAL RECORDS BOOK 4485, PAGE 481, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. FROM SAID POINT OF BEGINNING, CONTINUE THENCE N 00°49'58" E, ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 6, A DISTANCE OF 625.67 FEET TO AN IRON AXLE LOCATED AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE S 89°06'05" E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1161.46 FEET TO A 4" X 4" CONCRETE MONUMENT LABELED "LB4709" LOCATED AT THE NORTHEAST CORNER OF THE WEST 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE S 00°50'23" W, ALONG THE EAST LINE OF THE SAID WEST 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1259.66 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 466A ACCORDING TO THAT CERTAIN PARTIAL RELEASE OF ROAD RESERVATION BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK 4537, PAGE 1095, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY TO WHICH A RADIAL LINE BEARS S 03°26'08" W; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 466A AND THE ARC OF CURVE THROUGH A CENTRAL ANGLE OF 11°51'54", AN ARC LENGTH OF 223.92 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN RIGHT OF WAY RESERVATION BY THE BOARD OF TRUSTEES Of THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA AS RECORDED IN DEED BOOK 237, PAGE 336, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N 89°07'03" W, ALONG SAID NORTH LINE, A DISTANCE OF 25.87 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 466A, SAID POINT BEING A POINT OF NON-TANGENCY ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1375.39 FEET TO WHICH A RADIAL LINE BEARS S 17°41'16" W; DEPARTING SAID RIGHT OF WAY RESERVATION, THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND ARC OF CURVE, THROUGH A CENTRAL ANGLE OF 21°33'10", AN ARC LENGTH OF 517.39 FEET TO THE POINT OF TANGENCY; THENCE N 50°45'41" W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 585.35 FEET TO THE POINT OF BEGINNING.

Variance Overview and Requests

Allowable Signage

- Primary Elevation – South Elevation (CR 466A)
    - Total Linear Building Frontage: 108'
    - Allowable SF: 100 SF
- Secondary Elevation – East Elevation (Oliver Ln)
    - Total Building Frontage:
    - Allowable SF: 50 SF

Proposed Signage

Sign	Sign Type	Proposed SF	Copy	Sign Location
ST.A	Wall	99.7	AdventHealth – Fruitland Park ER + Logo	South Elevation
ST.B	Wall	143.3	AdventHealth – Fruitland Park ER + Logo	West Elevation
ST.C	Wall	99.7	AdventHealth – Fruitland Park ER + Logo	North Elevation
ST.D	Wall	143.3	AdventHealth – Fruitland Park ER + Logo	East Elevation
ST.E	Wall	52.1	Ambulance	West Elevation
ST.F	Wall	52.1	Emergency	West Elevation
ST.G	Ground	60.2	AdventHealth – Fruitland Park + Logo / Emergency & Directional / Future Directional	South Elevation
ST.H	Ground	47.9	AdventHealth – Fruitland Park + Logo / Emergency & Directional	East Elevation
ST.I	Ground	47.9	AdventHealth – Fruitland Park + Logo / Emergency & Directional	North Elevation
ST.J	Wall	44.3	ER	West Elevation

Total Proposed Wall Signage

- North Elevation – 147.6 SF
- East Elevation – 191.2 SF
- South Elevation – 99.7 SF
- West Elevation – 291.8 SF

Variance Overview and Requests

Variance Requests

- Requesting an additional 59.7 square footage on the South elevation.
- Requesting an additional 141.2 square footage on the East elevation
- Requesting an additional 147.6 square footage on the North Elevation
- Requesting an additional 2 sign locations on the North Elevation
- Requesting an additional 291.8 square footage on the West elevation.
- Requesting an additional 3 sign locations on the West Elevation
- Requesting an increase in height of 2 feet for ground sign type ST.G

Justification Statement – ER Beacon Signage

- Overview of Request
    - AdventHealth proposes the installation of an ER Beacon Sign (Sign Type ST.J) on the West elevation of the freestanding emergency room facility. The sign consists of illuminated channel letters reading "ER," face-lit in high-visibility red (PMS 485C translucent vinyl), with a total sign area of 44.3 square feet and letter height of 4'-8 ¾". This specialized sign is designed to serve as a critical beacon for patients, visitors, and emergency responders approaching from the eastbound direction of CR 466A. Due to the curve in CR 466A as it approaches the facility, standard wall signage alone does not provide sufficient advance visibility. The ER beacon sign ensures that motorists and first responders can quickly and unambiguously identify the emergency entrance even under high-stress or time-sensitive conditions.

- Hardship
    - The property sits along a curve of CR 466A where line-of-sight is restricted. This condition creates a hardship that is not typical of standard commercial parcels and requires specialized signage solutions. Without a dedicated ER beacon, patients and EMS traveling eastbound may experience difficulty identifying the correct entrance in time to safely maneuver, particularly in emergency circumstances.

- Substantial Justice:
    - Granting the requested variance for the ER beacon sign serves the cause of substantial justice by ensuring that the AdventHealth Freestanding Emergency Room can effectively fulfill its mission of providing critical, time-sensitive medical care. The purpose of local sign regulations is to balance aesthetic standards with orderly communication, not to hinder essential public safety functions. In this instance, strict compliance with the code would prevent adequate identification of the emergency facility from eastbound CR 466A, where roadway curvature limits visibility. Approval of the variance will provide clear, legible, and immediate identification for patients, visitors, and emergency responders, thereby advancing the public health, safety, and welfare of the community. The request is limited in scope, proportionate to the building, and does not confer any special privilege inconsistent with other properties; instead, it ensures that the facility can perform its public service mission without compromising safety.

- Impact on Surrounding Properties
    - The proposed ER beacon sign is modest in scale relative to the building façade and limited to essential copy ("ER"), minimizing visual clutter. The sign is professionally designed, internally illuminated for nighttime visibility, and harmonizes with the facility's branding. It will not adversely affect nearby properties but instead contributes positively to the community by enhancing safety and reducing emergency response times.

Justification Statement – ER Beacon Signage

- Practical Difficulty:
    - Literal enforcement of the sign code creates a practical difficulty for this site because of the unique conditions imposed by roadway geometry and site orientation. Unlike typical commercial frontages, the west elevation of the building faces the curve of CR 466A, where standard wall signage does not provide adequate visibility to approaching traffic. The difficulty is not self-created but arises from the physical characteristics of the roadway and the facility's critical use as a 24-hour emergency provider. Without the requested variance, drivers and EMS units may experience confusion or delayed recognition of the emergency entrance, which could result in unsafe last-second maneuvers or lost time in critical situations. The proposed ER beacon sign remedies this difficulty by providing a simple, highly legible "ER" identifier that is scaled for visibility at roadway speeds, thereby ensuring the site can function safely and effectively within its unique setting.

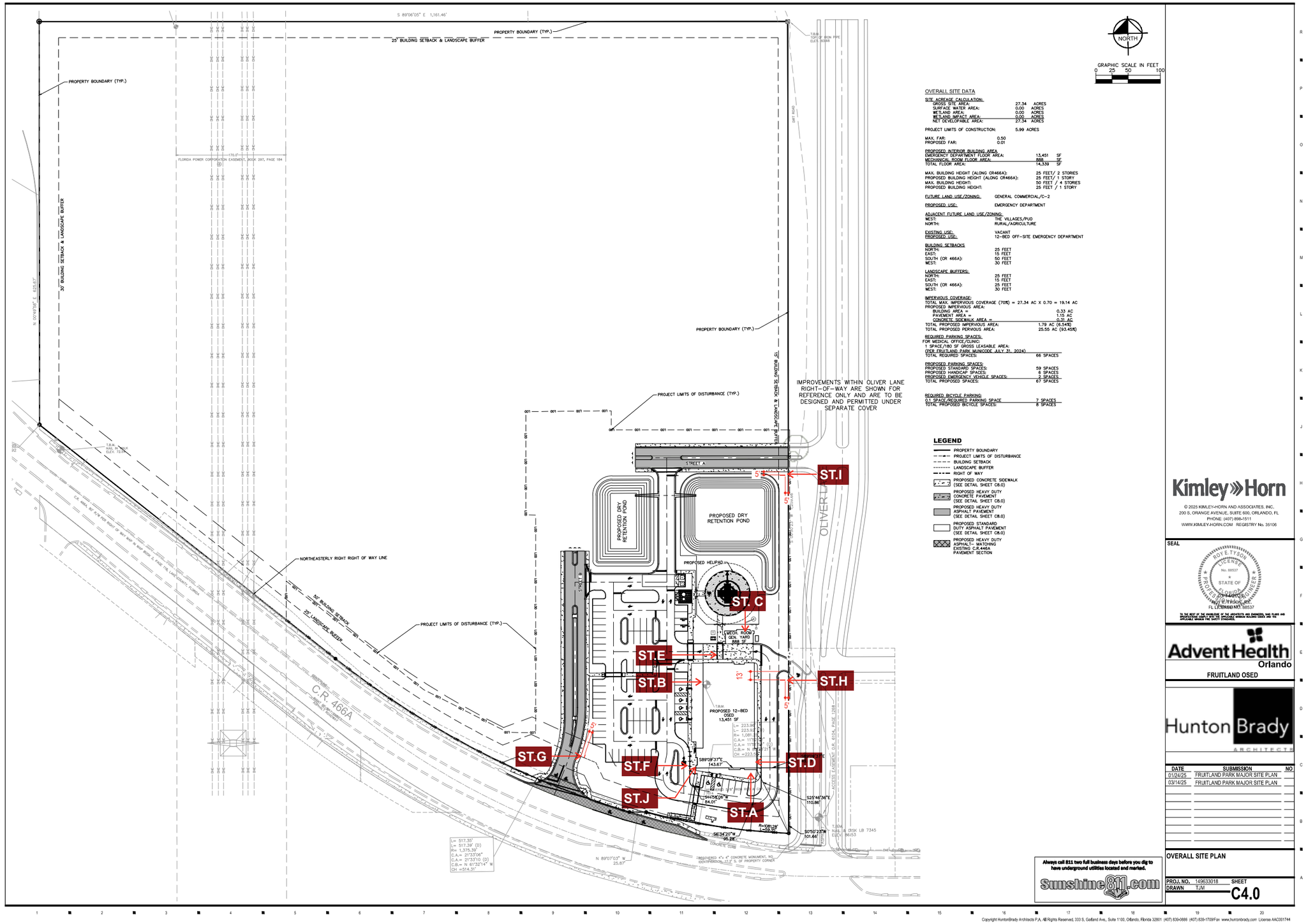
- Conclusion
    - The ER Beacon Sign (ST.J) is a narrowly tailored and essential component of AdventHealth's signage program. It addresses the unique visibility challenges posed by CR 466A, advances the public health and safety mission of the facility, and is consistent with the orderly and proportional development of the site. For these reasons, AdventHealth respectfully requests approval of the variance to permit the installation of the 44.3 SF ER beacon sign with 4'-8 ¾" illuminated letters on the West elevation.

AdventHealth

Fruitland Park ER

SIGN PACKAGE

CREATIVE SIGN DESIGNS
12801 Commodity Place
Tampa, Florida 33626
Phone: 813-818-7100
Fax: 813-749-2311
www.creativesigndesigns.com



OVERALL SITE DATA

SITE ACREAGE CALCULATION:

GROSS SITE AREA:	27.34	ACRES
SURFACE WATER AREA:	0.00	ACRES
WETLAND AREA:	0.00	ACRES
WETLAND IMPACT AREA:	0.00	ACRES
NET DEVELOPABLE AREA:	27.34	ACRES

PROJECT LIMITS OF CONSTRUCTION: 5.99 ACRES

MAX. FAR: 0.50
PROPOSED FAR: 0.01

PROPOSED INTERIOR BUILDING AREA

EMERGENCY DEPARTMENT FLOOR AREA:	13,451	SF
MECHANICAL ROOM FLOOR AREA:	888	SF
TOTAL FLOOR AREA:	14,339	SF

MAX. BUILDING HEIGHT (ALONG CR466A): 25 FEET/ 2 STORIES
PROPOSED BUILDING HEIGHT (ALONG CR466A): 25 FEET/ 1 STORY
MAX. BUILDING HEIGHT: 50 FEET / 4 STORIES
PROPOSED BUILDING HEIGHT: 25 FEET / 1 STORY

FUTURE LAND USE/ZONING: GENERAL COMMERCIAL/C-2

PROPOSED USE: EMERGENCY DEPARTMENT

ADJACENT FUTURE LAND USE/ZONING:
WEST: THE VILLAGES/PUD
NORTH: RURAL/AGRICULTURE

EXISTING USE: VACANT
PROPOSED USE: 12-BED OFF-SITE EMERGENCY DEPARTMENT

BUILDING SETBACKS
NORTH: 25 FEET
EAST: 15 FEET
SOUTH (CR 466A): 50 FEET
WEST: 30 FEET

LANDSCAPE BUFFERS:
NORTH: 25 FEET
EAST: 15 FEET
SOUTH (CR 466A): 25 FEET
WEST: 30 FEET

IMPERVIOUS COVERAGE:
TOTAL MAX. IMPERVIOUS COVERAGE (70%) = 27.34 AC X 0.70 = 19.14 AC
PROPOSED IMPERVIOUS AREA:

BUILDING =	0.33 AC
PAVEMENT AREA =	1.15 AC
CONCRETE SIDEWALK AREA =	0.31 AC
TOTAL PROPOSED IMPERVIOUS AREA:	1.79 AC (6.54%)
TOTAL PROPOSED PERVIOUS AREA:	25.55 AC (93.45%)

REQUIRED PARKING SPACES:
FOR MEDICAL OFFICE/CLINIC:
1 SPACE/180 SF GROSS LEASABLE AREA:
(PER FRUITLAND PARK MUNICODE JULY 31, 2024)
TOTAL REQUIRED SPACES: 66 SPACES

PROPOSED PARKING SPACES:

PROPOSED STANDARD SPACES:	59 SPACES
PROPOSED HANDICAP SPACES:	6 SPACES
PROPOSED EMERGENCY VEHICLE SPACES:	2 SPACES
TOTAL PROPOSED SPACES:	67 SPACES

REQUIRED BICYCLE PARKING:
0.1 SPACE/REQUIRED PARKING SPACE 7 SPACES
TOTAL PROPOSED BICYCLE SPACES: 8 SPACES

Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

SEAL
ROBERT JASON BROWN LICENSED PROFESSIONAL ENGINEER No. 88537 STATE OF FLORIDA
05/29/2025
Not Valid without the signature and the original raised seal of a Florida licensed engineer
FL LICENSED NO. 88537
TO THE BEST OF THE KNOWLEDGE OF THE ARCHITECTS AND ENGINEERS, MEP PLANS AND SPECIFICATIONS COMPLY WITH THE 2020 FLORIDA BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS.

AdventHealth Orlando
FRUITLAND OSED

Hunton Brady ARCHITECTS

DATE	SUBMISSION	NO
01/24/25	FRUITLAND PARK MAJOR SITE PLAN	
03/14/25	FRUITLAND PARK MAJOR SITE PLAN	

OVERALL SITE PLAN

PROJ. NO. 149633018 SHEET
DRAWN TJM C4.0

Copyright HuntonBrady Architects P.A. All Rights Reserved, 333 S. Garland Ave., Suite 1100, Orlando, Florida 32801 (407) 839-0888 (407) 839-1709 Fax www.huntonbrady.com License AAC001744

SITE PLAN WITH SIGNAGE LOCATIONS

SCALE 1" = 150'

CREATIVE SIGN DESIGNS
12801 COMMODITY PLACE
TAMPA, FL 33626
PHONE: 813.818.7100
FAX: 813.749.2311
CREATIVESIGNDESIGNS.COM

PROJECT
ADVENTHEALTH
FRUITLAND FSED

SITE ADDRESS
CR 466A & OLIVER LANE
FRUITLAND PARK, FL. 34731

AM:	A. BARRY
PM:	XXX
DESIGNER:	DRB

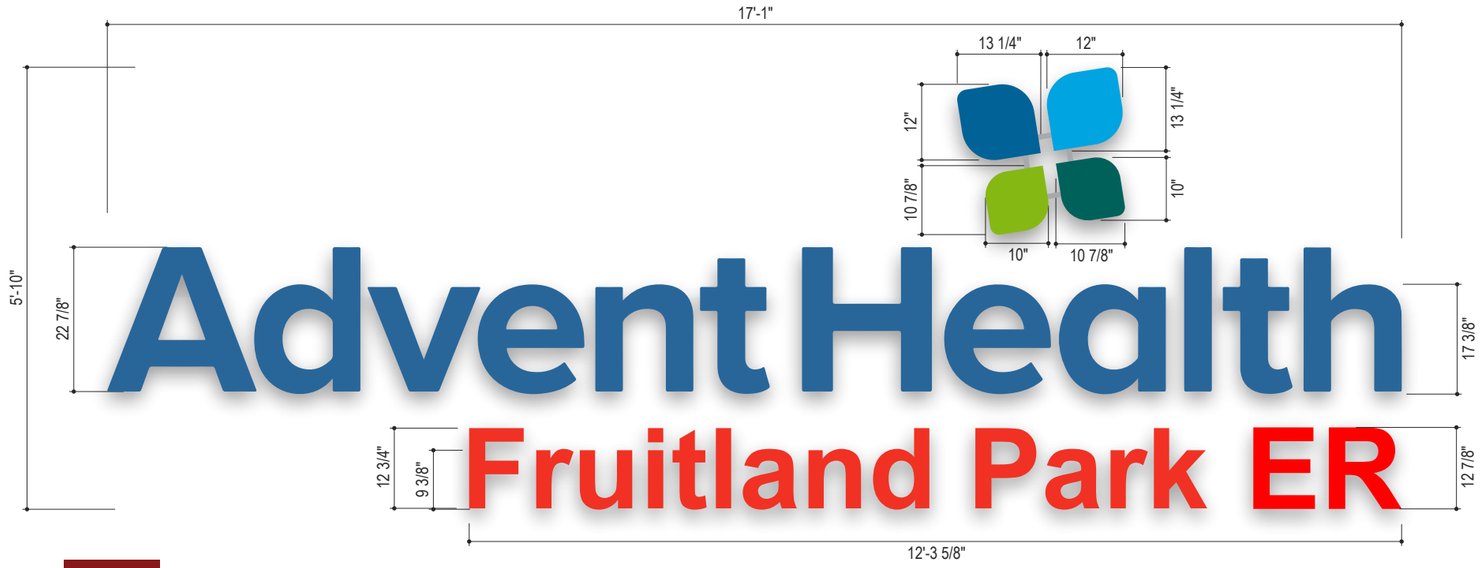
REVISIONS

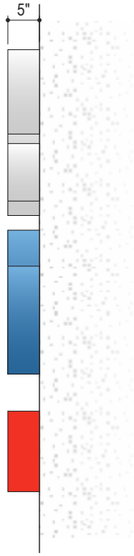
#	DATE	DESCRIPTION
1	5.30.25	Resized LIF-1BW to 75sf. max. Night view pg. 5-RC
2	6.6.25	Resized LIF-1BW to NTE 100sf. Add1 signs on elevs. Pylon / MS Signs-RC
3	6.10.25	Newly sized CL signs. Relabeled sign types. Added scaled site plan -RC
4	6.17.25	ST.F Omitted. Tagline for Pylon is now Grey/Silver. Address added -RC
5	6.19.25	Added "ER" to all wall Main ID wall signage. Updated elevs. -RC
6	7.23.25	Added ST.J- Updated site plan. -RC
7		
8		
9		
10		

CUSTOMER APPROVAL

This Drawing and all reproductions thereof are the property of Creative Sign Designs and may not be reproduced, published, changed or used in any way without written consent

DATE: 05-29-2025
SIGN / SHEET TYPE
SITE MAP
QUOTE #
2754
SHEET #
2 OF 12





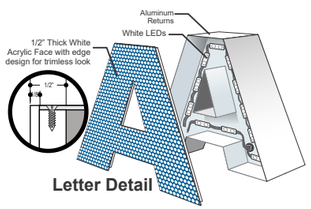
SIDE VIEW

ST.A FLUSH MOUNT, MAIN ID FACE LIT LOGO / CHANNEL LETTERS DISPLAY

SQ.FT 99.7 SCALE 1/2" = 1'-0"

Vinyl Color Reference Chart

- 3M 2635-21 WHITE DUAL COLOR FILM PAINTED-PMS-7691C DARK BLUE
- PMS-7691C DARK BLUE Translucent Film
- PMS-299C LIGHT BLUE Translucent Film
- PMS-7720C DARK GREEN Translucent Film
- PMS-430C GREY Translucent Film
- PMS-376C LITE GREEN Translucent Film
- PMS-485C RED Translucent Vinyl



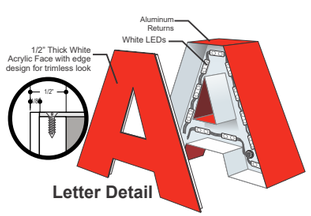
Letter Detail

DAY



NIGHT

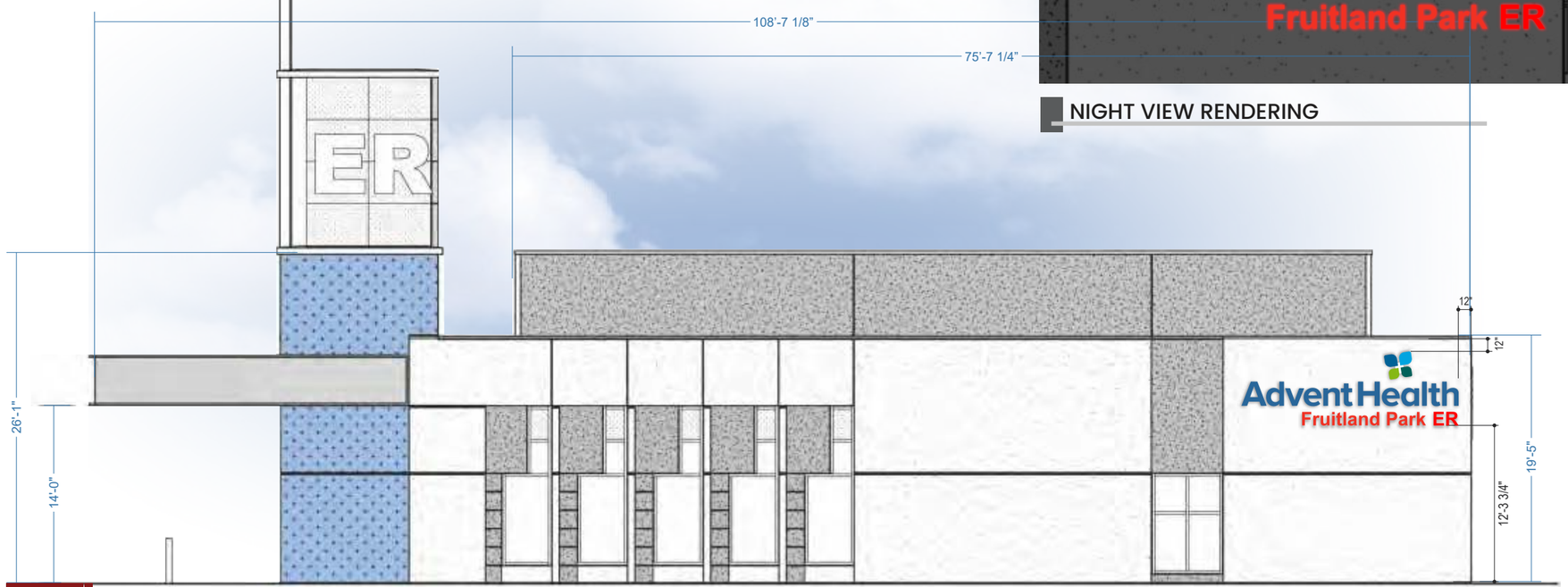




Letter Detail



NIGHT VIEW RENDERING



ST.A FLUSH MOUNT, MAIN ID FACE LIT LOGO / CHANNEL LETTERS ON BUILDING ELEVATION

SCALE 3/32" = 1'-0"

CREATIVE SIGN DESIGNS
12801 COMMODITY PLACE
TAMPA, FL 33626
PHONE: 813.818.7100
FAX: 813.749.2311
CREATIVESIGNDESIGNS.COM

PROJECT

ADVENTHEALTH FRUITLAND FSED

SITE ADDRESS

CR 466A & OLIVER LANE
FRUITLAND PARK, FL. 34731

AM:	A. BARRY
PM:	XXX
DESIGNER:	DRB

REVISIONS

#	DATE	DESCRIPTION
1	5.30.25	Resized LIF-1BW to 75sf. max. Night view pg. 5-RC
2	6.6.25	Resized LIF-1BW to NTE 100sf. Add'l signs on elevs. Pylon / MS Signs-RC
3	6.10.25	Newly sized CL signs. Relabeled sign types. Added scaled site plan -RC
4	6.17.25	ST.F Omitted. Tagline for Pylon is now Grey/Silver. Address added -RC
5	6.19.25	Added "ER" to all wall Main ID wall signage. Updated elevs. -RC
6	7.23.25	Added ST.J- Updated site plan. -RC
7		
8		
9		
10		

CUSTOMER APPROVAL

This Drawing and all reproductions thereof are the property of Creative Sign Designs and may not be reproduced, published, changed or used in any way without written consent

DATE: 05-29-2025

SIGN / SHEET TYPE

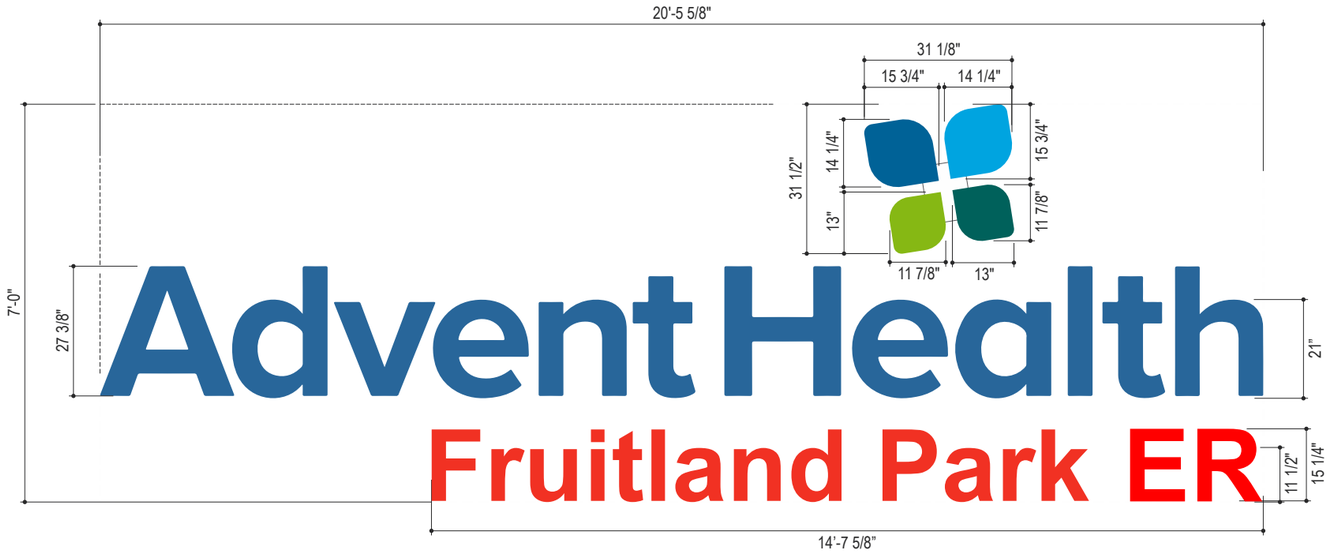
ST.A

QUOTE #

2754

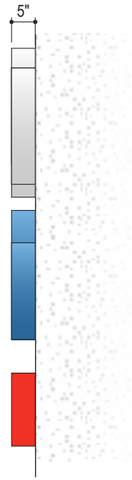
SHEET #

3 OF **12**



ST.B FLUSH MOUNT, MAIN ID FACE LIT LOGO / CHANNEL LETTERS DISPLAY

SQ.FT 143.3 SCALE 3/8" = 1'-0"



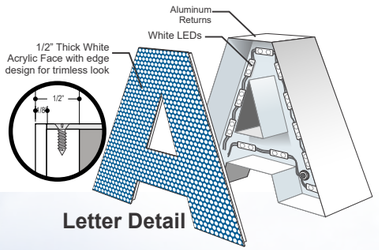
SIDE VIEW

Vinyl Color Reference Chart

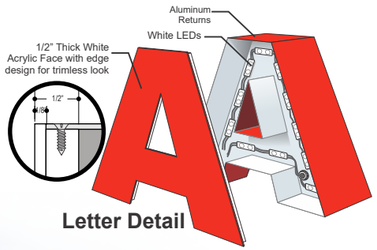
- 3M 2635-21 WHITE DUAL COLOR FILM PAINTED-PMS-7691C DARK BLUE
- PMS-7691C DARK BLUE Translucent Film
- PMS-299C LIGHT BLUE Translucent Film
- PMS-7720C DARK GREEN Translucent Film
- PMS-430C GREY Translucent Film
- PMS-376C LITE GREEN Translucent Film
- PMS-485C RED Translucent Vinyl

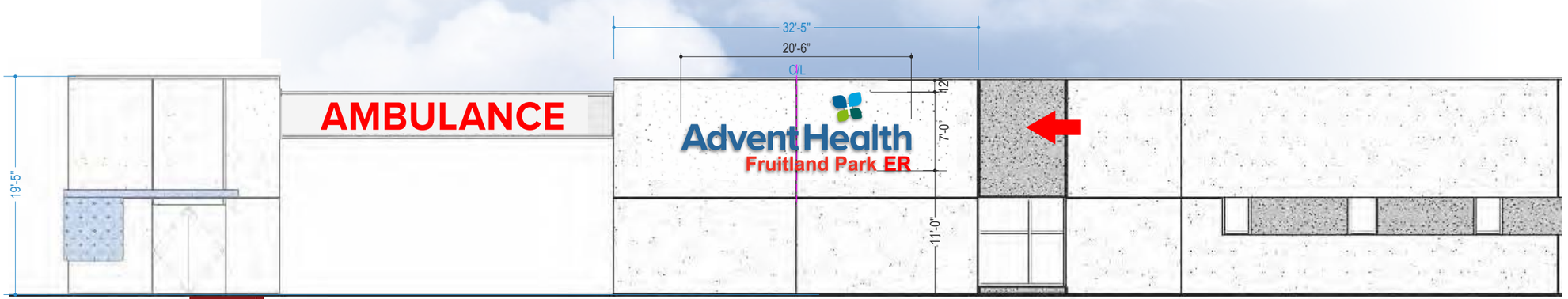


NIGHT VIEW RENDERING









ST.B FLUSH MOUNT, MAIN ID FACE LIT LOGO / CHANNEL LETTERS ON BUILDING ELEVATION

SCALE 3/32" = 1'-0"

CREATIVE SIGN DESIGNS
12801 COMMODITY PLACE
TAMPA, FL 33626
PHONE: 813.818.7100
FAX: 813.749.2311
CREATIVESIGNDESIGNS.COM

PROJECT

ADVENTHEALTH FRUITLAND FSED

SITE ADDRESS

CR 466A & OLIVER LANE
FRUITLAND PARK, FL. 34731

AM:	A. BARRY
PM:	XXX
DESIGNER:	DRB

REVISIONS

#	DATE	DESCRIPTION
1	5.30.25	Resized LIF-1BW to 75sf. max. Night view pg. 5-RC
2	6.6.25	Resized LIF-1BW to NTE 100sf. Add'l signs on elevs. Pylon / MS Signs-RC
3	6.10.25	Newly sized CL signs. Relabeled sign types. Added scaled site plan -RC
4	6.17.25	ST.F Omitted. Tagline for Pylon is now Grey/Silver. Address added -RC
5	6.19.25	Added "ER" to all wall Main ID wall signage. Updated elevs. -RC
6	7.23.25	Added ST.J- Updated site plan. -RC
7		
8		
9		
10		

CUSTOMER APPROVAL

This Drawing and all reproductions thereof are the property of Creative Sign Designs and may not be reproduced, published, changed or used in any way without written consent

DATE: 05-29-2025

SIGN / SHEET TYPE

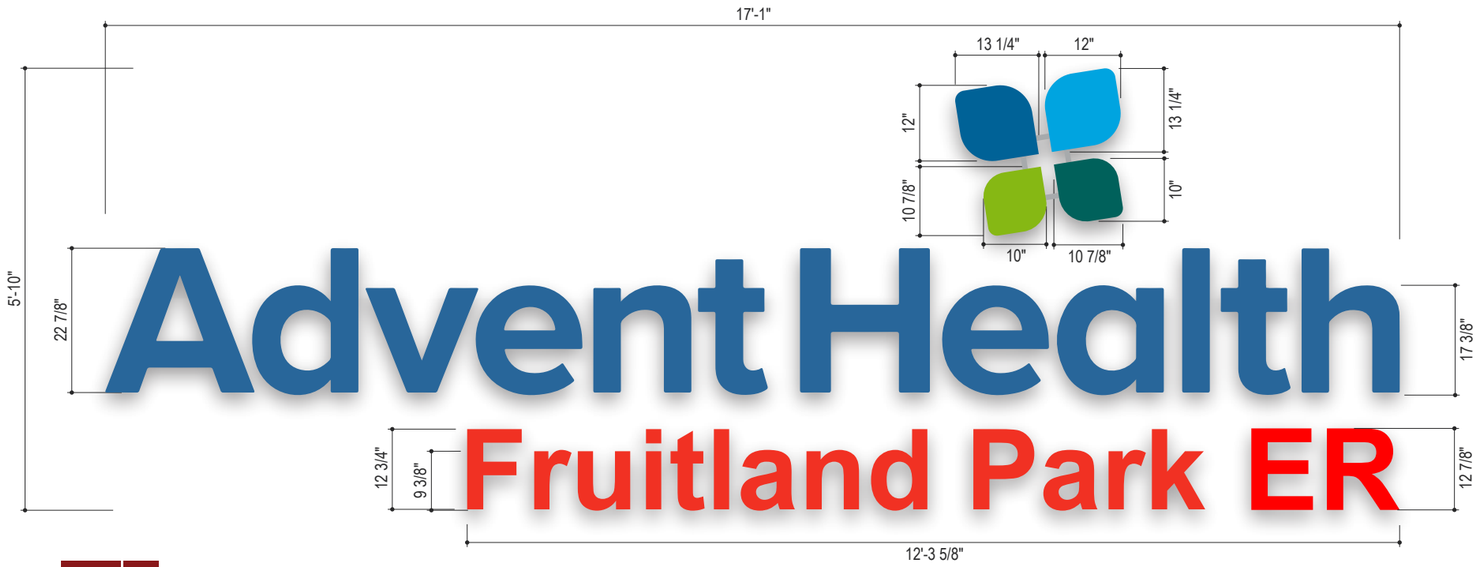
ST.B

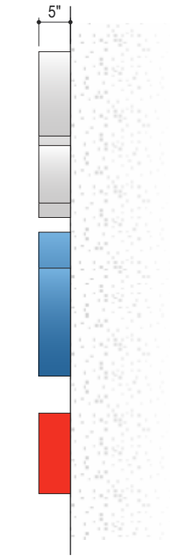
QUOTE #

2754

SHEET #

4 OF **12**





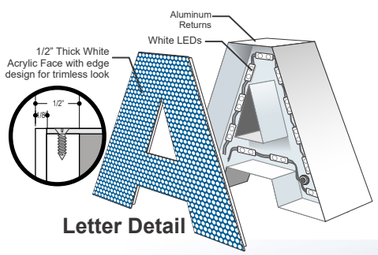
SIDE VIEW

Vinyl Color Reference Chart

- 3M 2635-21 WHITE DUAL COLOR FILM PAINTED-PMS-7691C DARK BLUE
- PMS-7691C DARK BLUE Translucent Film
- PMS-299C LIGHT BLUE Translucent Film
- PMS-7720C DARK GREEN Translucent Film
- PMS-430C GREY Translucent Film
- PMS-376C LITE GREEN Translucent Film
- PMS-485C RED Translucent Vinyl

ST.C FLUSH MOUNT, MAIN ID FACE LIT LOGO / CHANNEL LETTERS DISPLAY

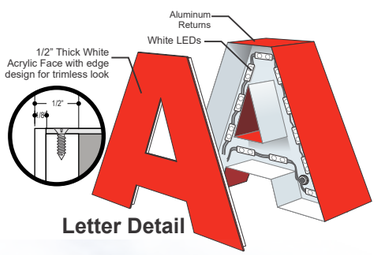
SQ.FT 99.7 SCALE 1/2" = 1'-0"



DAY



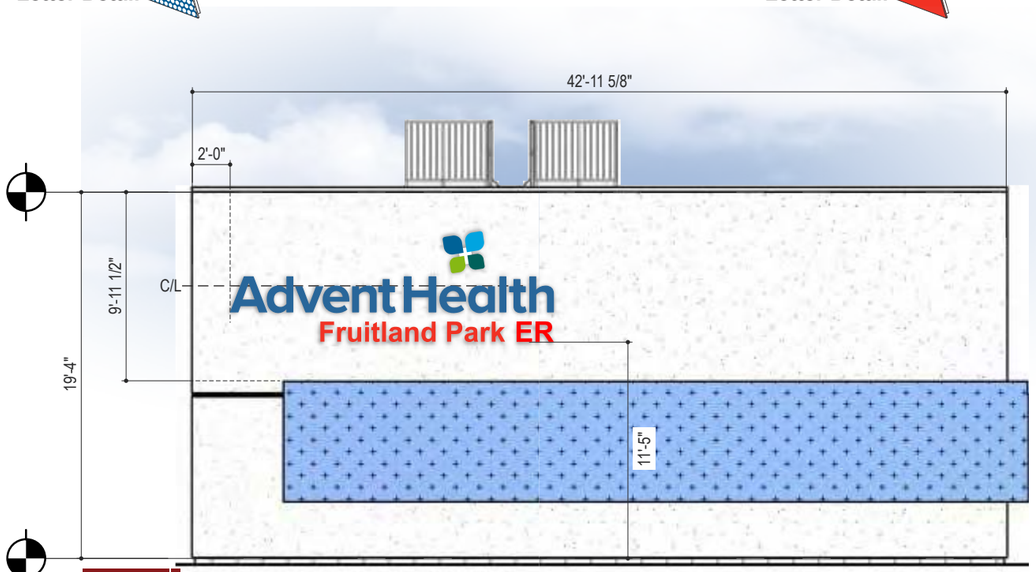
NIGHT





ST.C NIGHT VIEW RENDERING

SCALE NTS



ST.C FLUSH MOUNT, MAIN ID FACE LIT LOGO / CHANNEL LETTERS ON M10 BUILDING ELEVATION

SCALE 1/8" = 1'-0"

CREATIVE SIGN DESIGNS
12801 COMMODITY PLACE
TAMPA, FL 33626
PHONE: 813.818.7100
FAX: 813.749.2311
CREATIVESIGNDESIGNS.COM

PROJECT

ADVENTHEALTH FRUITLAND FSED

SITE ADDRESS

CR 466A & OLIVER LANE
FRUITLAND PARK, FL. 34731

AM:	A. BARRY
PM:	XXX
DESIGNER:	DRB

REVISIONS

#	DATE	DESCRIPTION
1	5.30.25	Resized LIF-1BW to 75sf. max. Night view pg. 5-RC
2	6.6.25	Resized LIF-1BW to NTE 100sf. Add'l signs on elevs. Pylon / MS Signs-RC
3	6.10.25	Newly sized CL signs. Relabeled sign types. Added scaled site plan -RC
4	6.17.25	ST.F Omitted. Tagline for Pylon is now Grey/Silver. Address added -RC
5	6.19.25	Added "ER" to all wall Main ID wall signage. Updated elevs. -RC
6	7.23.25	Added ST.J- Updated site plan. -RC
7		
8		
9		
10		

CUSTOMER APPROVAL

This Drawing and all reproductions thereof are the property of Creative Sign Designs and may not be reproduced, published, changed or used in any way without written consent

DATE: 05-29-2025

SIGN / SHEET TYPE

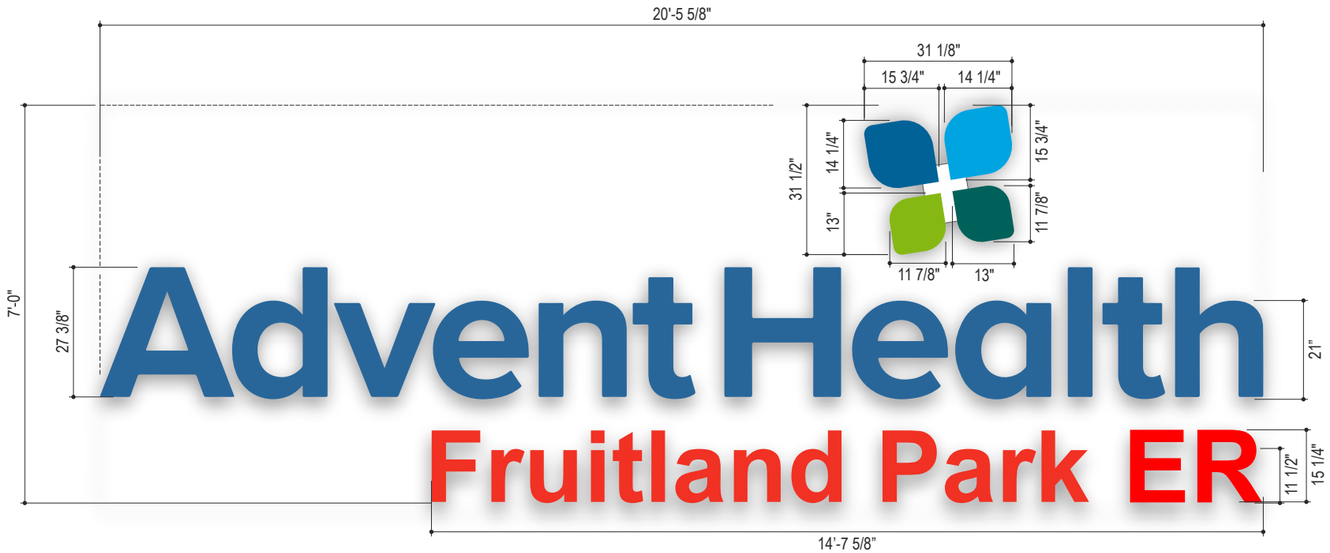
ST.C

QUOTE #

2754

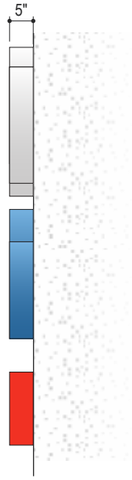
SHEET #

5 OF 12



ST.D FLUSH MOUNT, MAIN ID FACE LIT LOGO / CHANNEL LETTERS DISPLAY

SQ.FT 143.3 SCALE 3/8" = 1'-0"

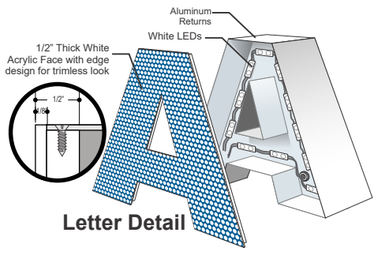


SIDE VIEW

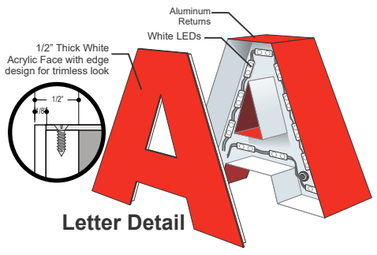
Vinyl Color Reference Chart

- 3M 2635-21 WHITE DUAL COLOR FILM PAINTED-PMS-7691C DARK BLUE
- PMS-7691C DARK BLUE Translucent Film
- PMS-299C LIGHT BLUE Translucent Film
- PMS-7720C DARK GREEN Translucent Film
- PMS-430C GREY Translucent Film
- PMS-376C LITE GREEN Translucent Film
- PMS-485C RED Translucent Vinyl



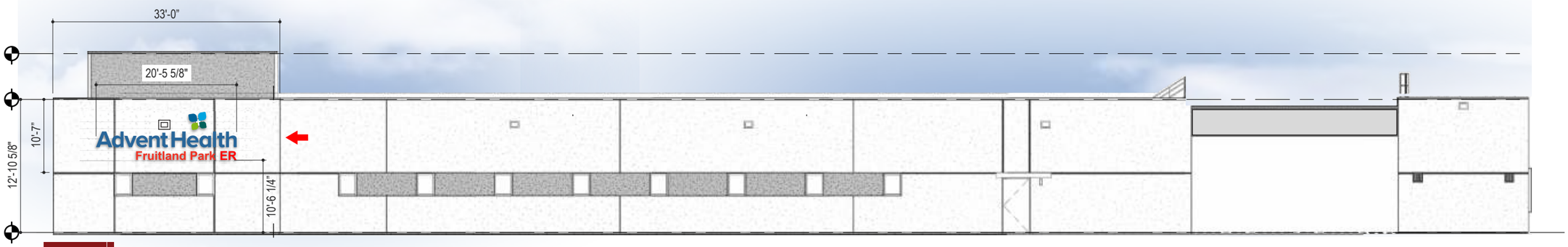






ST.D NIGHT VIEW RENDERING

SCALE NTS



ST.D FLUSH MOUNT, MAIN ID FACE LIT LOGO / CHANNEL LETTERS ON A1 BUILDING ELEVATION

SCALE 1/16" = 1'-0"

CREATIVE SIGN DESIGNS
12801 COMMODITY PLACE
TAMPA, FL 33626
PHONE: 813.818.7100
FAX: 813.749.2311
CREATIVESIGNDESIGNS.COM

PROJECT

ADVENTHEALTH FRUITLAND FSED

SITE ADDRESS

CR 466A & OLIVER LANE
FRUITLAND PARK, FL. 34731

AM:	A. BARRY
PM:	XXX
DESIGNER:	DRB

REVISIONS

#	DATE	DESCRIPTION
1	5.30.25	Resized LIF-1BW to 75sf. max. Night view pg. 5-RC
2	6.6.25	Resized LIF-1BW to NTE 100sf. Add1 signs on elevs. Pylon / MS Signs-RC
3	6.10.25	Newly sized C1 signs. Relabeled sign types. Added scaled site plan -RC
4	6.17.25	ST.F Omitted. Tagline for Pylon is now Grey/Silver. Address added -RC
5	6.19.25	Added "ER" to all wall Main ID wall signage. Updated elevs. -RC
6	7.23.25	Added ST.J- Updated site plan. -RC
7		
8		
9		
10		

CUSTOMER APPROVAL

This Drawing and all reproductions thereof are the property of Creative Sign Designs and may not be reproduced, published, changed or used in any way without written consent

DATE: 05-29-2025

SIGN / SHEET TYPE

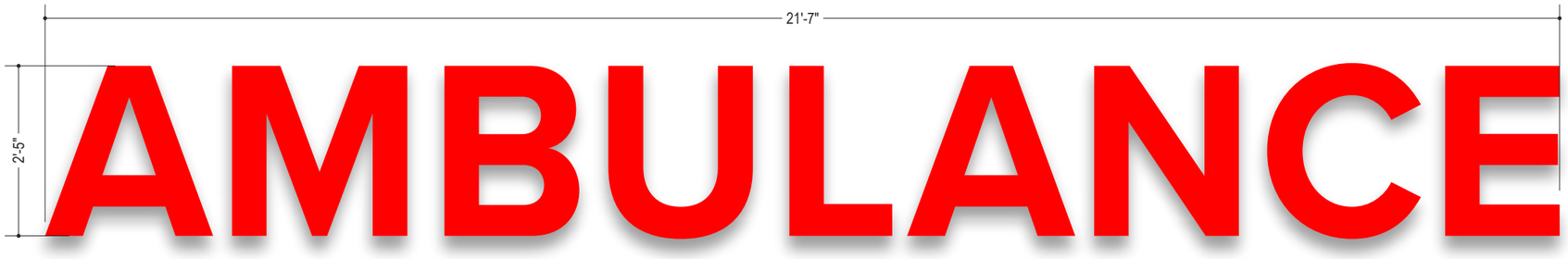
ST.D

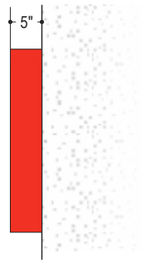
QUOTE #

2754

SHEET #

6 OF **12**





SIDE VIEW

ST.E FLUSH MOUNT, FACE LIT AMBULANCE CHANNEL LETTER DISPLAY

SQ.FT 52.1 SCALE 1/2" = 1'-0"

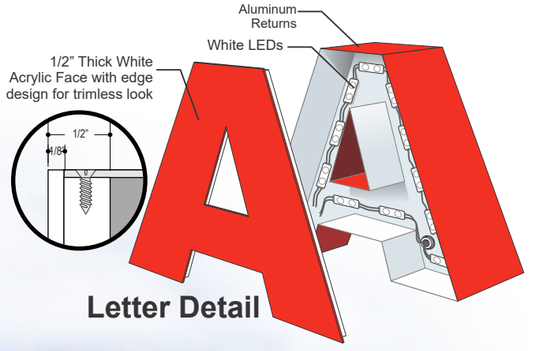


ST.E NIGHT VIEW RENDERING

SCALE NTS

Color Palette

- Red Paint Returns
- PMS-485C RED Translucent Vinyl





CREATIVE SIGN DESIGNS
12801 COMMODITY PLACE
TAMPA, FL 33626
PHONE: 813.818.7100
FAX: 813.749.2311
CREATIVESIGNDESIGNS.COM

PROJECT

ADVENTHEALTH FRUITLAND FSED

SITE ADDRESS

CR 466A & OLIVER LANE
FRUITLAND PARK, FL. 34731

AM:	A. BARRY
PM:	XXX
DESIGNER:	DRB

REVISIONS

#	DATE	DESCRIPTION
1	5.30.25	Resized LIF-1BW to 75sf. max. Night view pg. 5-RC
2	6.6.25	Resized LIF-1BW to NTE 100sf. Add1 signs on elevs. Pylon / MS Signs-RC
3	6.10.25	Newly sized CL signs. Relabeled sign types. Added scaled site plan -RC
4	6.17.25	ST.F Omitted. Tagline for Pylon is now Grey/Silver. Address added -RC
5	6.19.25	Added "ER" to all wall Main ID wall signage. Updated elevs. -RC
6	7.23.25	Added ST.J- Updated site plan. -RC
7		
8		
9		
10		

CUSTOMER APPROVAL

This Drawing and all reproductions thereof are the property of Creative Sign Designs and may not be reproduced, published, changed or used in any way without written consent

DATE: 05-29-2025

SIGN / SHEET TYPE

ST.E

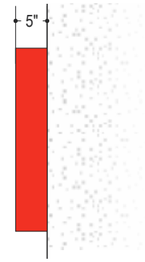
QUOTE #

2754

SHEET #

7 OF **12**





SIDE VIEW

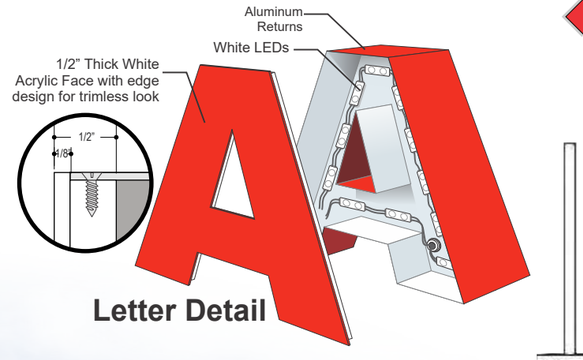
ST.G FLUSH MOUNT, FACE LIT AMBULANCE CHANNEL LETTER DISPLAY

SQ.FT 52.1 SCALE 1/2" = 1'-0"



Color Palette

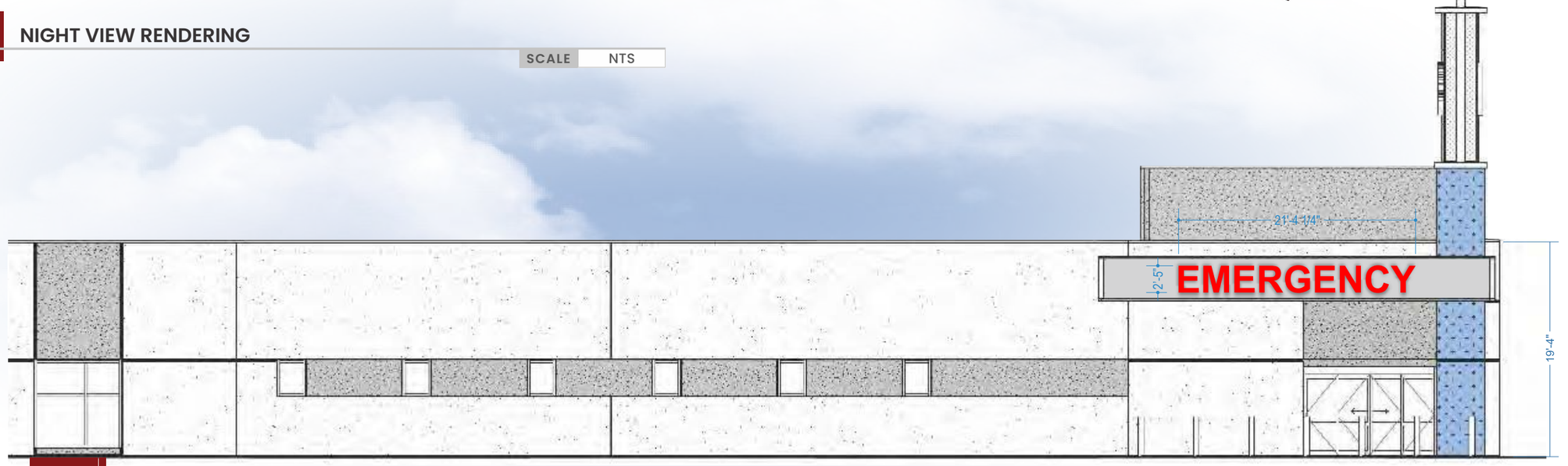
- Red Paint Returns
- PMS-485C RED Translucent Vinyl



Letter Detail

ST.F NIGHT VIEW RENDERING

SCALE NTS



ST.G FLUSH MOUNT, EMERGENCY ON BUILDING ELEVATION

SCALE 3/32" = 1'-0"

CREATIVE SIGN DESIGNS
12801 COMMODITY PLACE
TAMPA, FL 33626
PHONE: 813.818.7100
FAX: 813.749.2311
CREATIVESIGNDESIGNS.COM

PROJECT

ADVENTHEALTH
FRUITLAND FSED

SITE ADDRESS

CR 466A & OLIVER LANE
FRUITLAND PARK, FL. 34731

AM:	A. BARRY
PM:	XXX
DESIGNER:	DRB

REVISIONS

#	DATE	DESCRIPTION
1	5.30.25	Resized LIF-1BW to 75sf. max. Night view pg. 5-RC
2	6.6.25	Resized LIF-1BW to NTE 100sf. Add1 signs on elevs. Pylon / MS Signs-RC
3	6.10.25	Newly sized CL signs. Relabeled sign types. Added scaled site plan -RC
4	6.17.25	ST.F Omitted. Tagline for Pylon is now Grey/Silver. Address added -RC
5	6.19.25	Added "ER" to all wall Main ID wall signage. Updated elevs. -RC
6	7.23.25	Added ST.J- Updated site plan. -RC
7		
8		
9		
10		

CUSTOMER APPROVAL

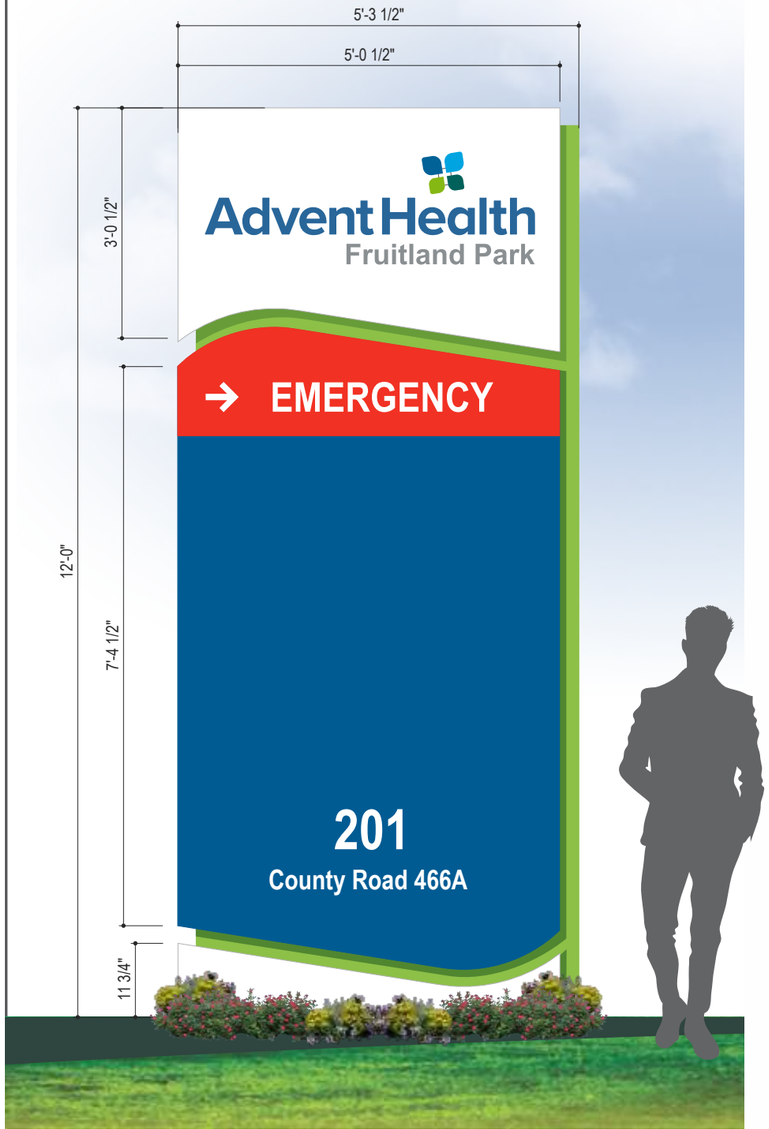
This Drawing and all reproductions thereof are the property of Creative Sign Designs and may not be reproduced, published, changed or used in any way without written consent

DATE: 05-29-2025

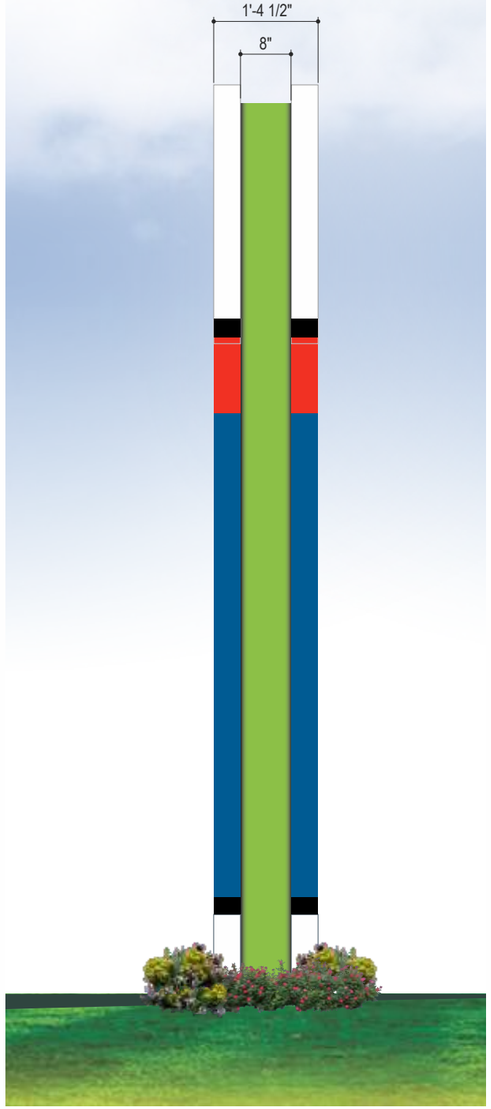
SIGN / SHEET TYPE
ST.F

QUOTE #
2754

SHEET #
8 OF 12



SIDE A STREET



END VIEW



STREET SIDE B

ST.H D/F ILLUMINATED MAIN ID PYLON SIGN

SQ.FT 60.2 SCALE 1/2" = 1'-0"

Color Palette

- 3M 2635-21 WHITE DUAL COLOR FILM PAINTED-PMS-7691C DARK BLUE
- PMS-7691C DARK BLUE Translucent Film
- PMS-299C LIGHT BLUE Translucent Film
- PMS-7720C DARK GREEN Translucent Film
- PMS-430C GREY Translucent Film
- PMS-376C LITE GREEN Translucent Film
- PMS-485C RED Translucent Vinyl

CREATIVE SIGN DESIGNS
12801 COMMODITY PLACE
TAMPA, FL 33626
PHONE: 813.818.7100
FAX: 813.749.2311
CREATIVESIGNDESIGNS.COM

PROJECT
ADVENTHEALTH
FRUITLAND FSED

SITE ADDRESS
CR 466A & OLIVER LANE
FRUITLAND PARK, FL. 34731

AM:	A. BARRY
PM:	XXX
DESIGNER:	DRB

REVISIONS

#	DATE	DESCRIPTION
1	5.30.25	Resized LIF-1BW to 75sf. max. Night view pg. 5-RC
2	6.6.25	Resized LIF-1BW to NTE 100sf. Add1 signs on elevs. Pylon / MS Signs-RC
3	6.10.25	Newly sized C1 signs. Relabeled sign types. Added scaled site plan -RC
4	6.17.25	ST.F Omitted. Tagline for Pylon is now Grey/Silver. Address added -RC
5	6.19.25	Added "ER" to all wall Main ID wall signage. Updated elevs. -RC
6	7.23.25	Added ST.J- Updated site plan. -RC
7		
8		
9		
10		

CUSTOMER APPROVAL

This Drawing and all reproductions thereof are the property of Creative Sign Designs and may not be reproduced, published, changed or used in any way without written consent

DATE: 05-29-2025
SIGN / SHEET TYPE
ST.G
QUOTE #
2754
SHEET #
9 OF 12

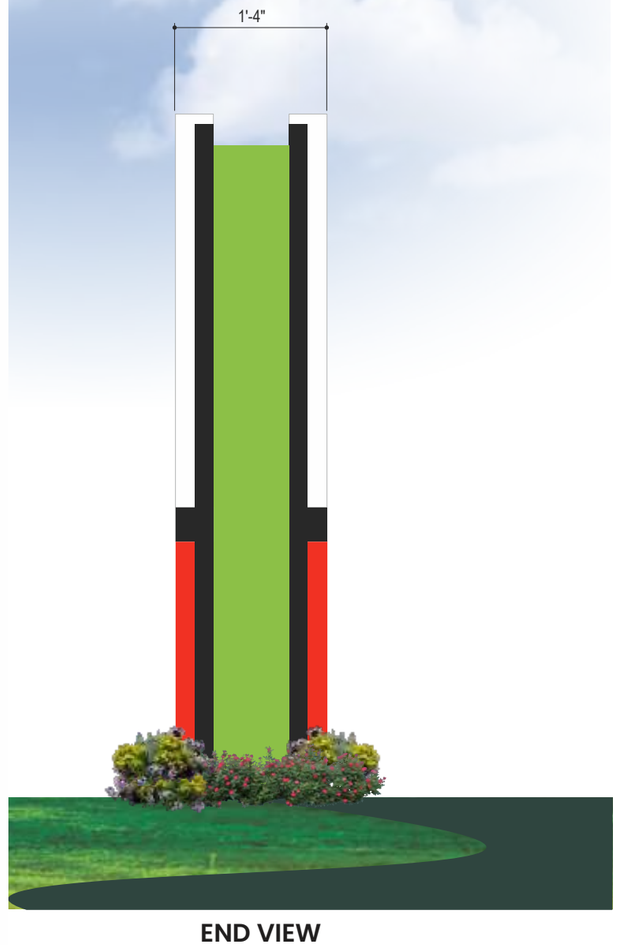


SIDE B



STREET

SIDE A



END VIEW

Color Palette

- 3M 2635-21 WHITE DUAL COLOR FILM PAINTED-PMS-7691C DARK BLUE
- PMS-7691C DARK BLUE Translucent Film
- PMS-299C LIGHT BLUE Translucent Film
- PMS-7720C DARK GREEN Translucent Film
- PMS-430C GREY Translucent Film
- PMS-376C LITE GREEN Translucent Film
- PMS-485C RED Translucent Vinyl

ST.I D/F ILLUMINATED MAIN ID PYLON SIGN

SQ.FT 47.9 SCALE 3/4" = 1'-0"

CREATIVE SIGN DESIGNS
12801 COMMODITY PLACE
TAMPA, FL 33626
PHONE: 813.818.7100
FAX: 813.749.2311
CREATIVESIGNDESIGNS.COM

PROJECT

ADVENTHEALTH FRUITLAND FSED

SITE ADDRESS

CR 466A & OLIVER LANE
FRUITLAND PARK, FL. 34731

AM:	A. BARRY
PM:	XXX
DESIGNER:	DRB

REVISIONS

#	DATE	DESCRIPTION
1	5.30.25	Resized LIF-1BW to 75sf. max. Night view pg. 5-RC
2	6.6.25	Resized LIF-1BW to NTE 100sf. Add1 signs on elevs. Pylon / MS Signs-RC
3	6.10.25	Newly sized CL signs. Relabeled sign types. Added scaled site plan -RC
4	6.17.25	ST.F Omitted. Tagline for Pylon is now Grey/Silver. Address added -RC
5	6.19.25	Added "ER" to all wall Main ID wall signage. Updated elevs. -RC
6	7.23.25	Added ST.J- Updated site plan. -RC
7		
8		
9		
10		

CUSTOMER APPROVAL

This Drawing and all reproductions thereof are the property of Creative Sign Designs and may not be reproduced, published, changed or used in any way without written consent

DATE: 05-29-2025

SIGN / SHEET TYPE

ST.H

QUOTE #

2754

SHEET #

10 OF 12

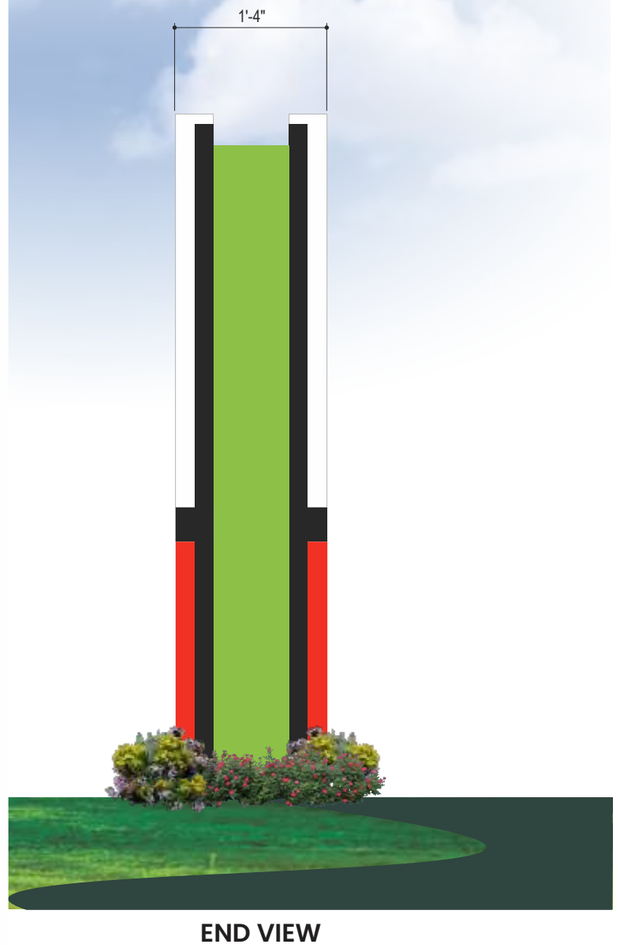


SIDE B



STREET

SIDE A



END VIEW

Color Palette

- 3M 2635-21 WHITE DUAL COLOR FILM PAINTED-PMS-7691C DARK BLUE
- PMS-7691C DARK BLUE Translucent Film
- PMS-299C LIGHT BLUE Translucent Film
- PMS-7720C DARK GREEN Translucent Film
- PMS-430C GREY Translucent Film
- PMS-376C LITE GREEN Translucent Film
- PMS-485C RED Translucent Vinyl

ST.J D/F ILLUMINATED MAIN ID PYLON SIGN

SQ.FT 47.9 SCALE 3/4" = 1'-0"

CREATIVE SIGN DESIGNS
12801 COMMODITY PLACE
TAMPA, FL 33626
PHONE: 813.818.7100
FAX: 813.749.2311
CREATIVESIGNDESIGNS.COM

PROJECT

ADVENTHEALTH FRUITLAND FSED

SITE ADDRESS

CR 466A & OLIVER LANE
FRUITLAND PARK, FL. 34731

AM:	A. BARRY
PM:	XXX
DESIGNER:	DRB

REVISIONS

#	DATE	DESCRIPTION
1	5.30.25	Resized LIF-1BW to 75sf. max. Night view pg. 5-RC
2	6.6.25	Resized LIF-1BW to NTE 100sf. Add1 signs on elevs. Pylon / MS Signs-RC
3	6.10.25	Newly sized CL signs. Relabeled sign types. Added scaled site plan -RC
4	6.17.25	ST.F Omitted. Tagline for Pylon is now Grey/Silver. Address added -RC
5	6.19.25	Added "ER" to all wall Main ID wall signage. Updated elevs. -RC
6	7.23.25	Added ST.J- Updated site plan. -RC
7		
8		
9		
10		

CUSTOMER APPROVAL

This Drawing and all reproductions thereof are the property of Creative Sign Designs and may not be reproduced, published, changed or used in any way without written consent

DATE: 05-29-2025

SIGN / SHEET TYPE

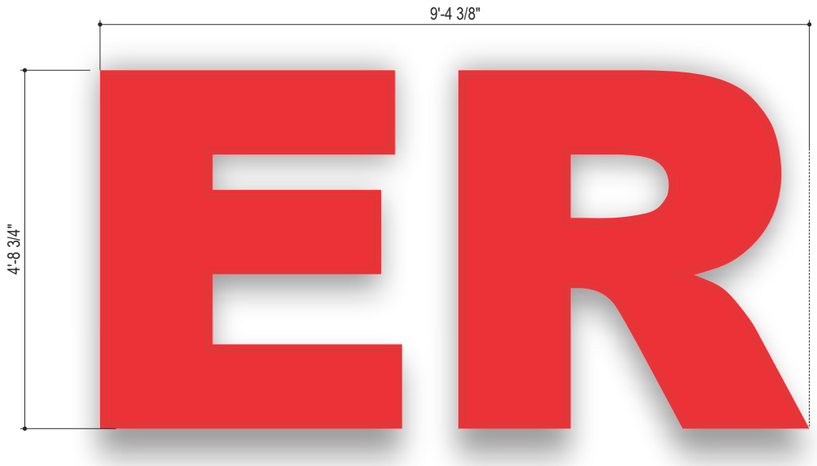
ST.I

QUOTE #

2754

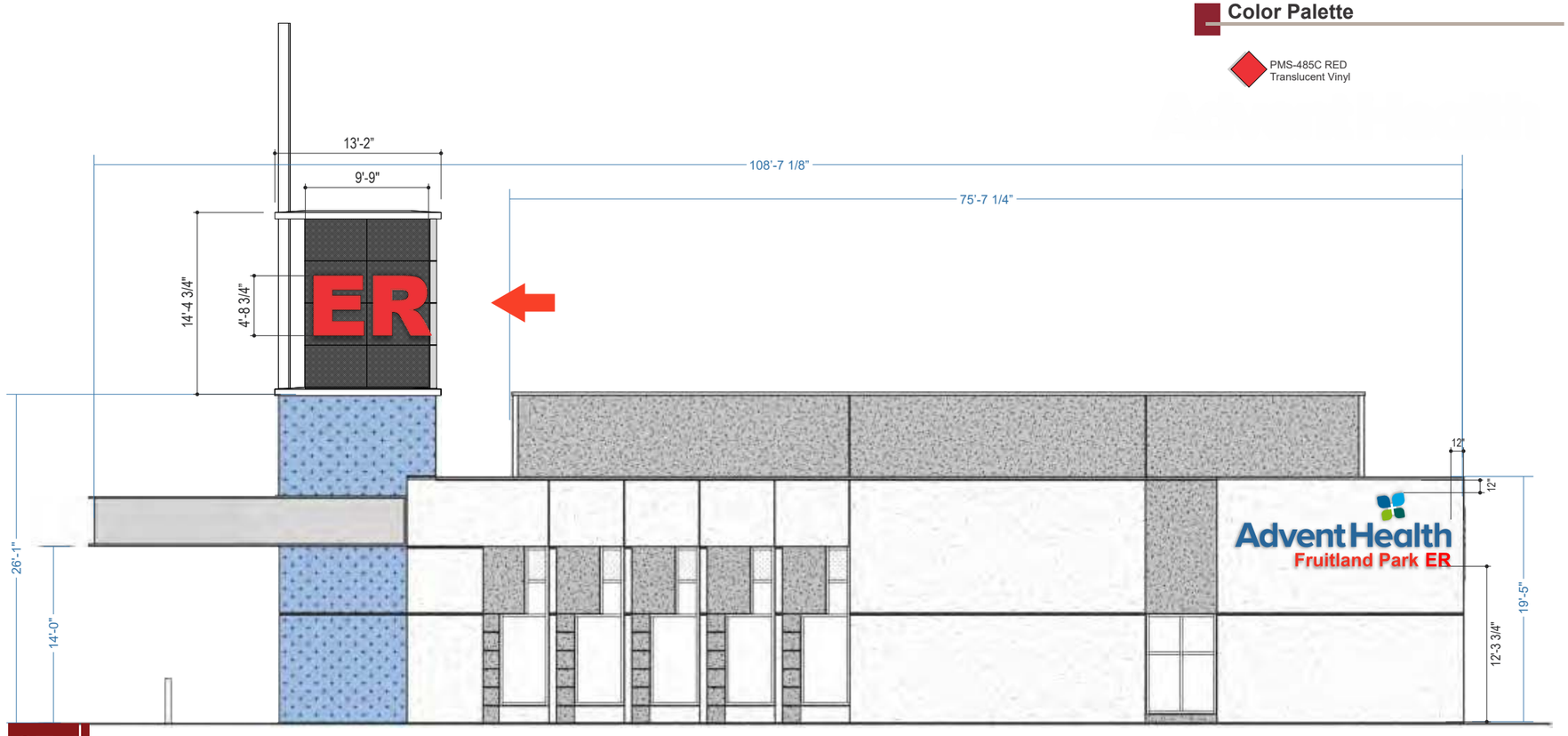
SHEET #

11 OF **12**



ST.J FLUSH MOUNT, FACE LIT “ER” CHANNEL LETTER DISPLAY

SQ.FT 44.3 SCALE 1/2” = 1’-0”



ST.J FLUSH MOUNT, “ER” FACE LIT CHANNEL LETTERS ON BUILDING ELEVATION

SCALE 3/32” = 1’-0”

Color Palette

PMS-485C RED
Translucent Vinyl

CREATIVE SIGN DESIGNS
12801 COMMODITY PLACE
TAMPA, FL 33626
PHONE: 813.818.7100
FAX: 813.749.2311
CREATIVESIGNDESIGNS.COM

PROJECT

ADVENTHEALTH
FRUITLAND FSED

SITE ADDRESS

CR 466A & OLIVER LANE
FRUITLAND PARK, FL. 34731

AM:	A. BARRY
PM:	XXX
DESIGNER:	DRB

REVISIONS

#	DATE	DESCRIPTION
1	5.30.25	Resized LIF-1BW to 75sf. max. Night view pg. 5-RC
2	6.6.25	Resized LIF-1BW to NTE 100sf. Add1 signs on elevs. Pylon / MS Signs-RC
3	6.10.25	Newly sized C1 signs. Relabeled sign types. Added scaled site plan -RC
4	6.17.25	ST.F Omitted. Tagline for Pylon is now Grey/Silver. Address added -RC
5	6.19.25	Added “ER” to all wall Main ID wall signage. Updated elevs. -RC
6	7.23.25	Added ST.J- Updated site plan. -RC
7		
8		
9		
10		

CUSTOMER APPROVAL

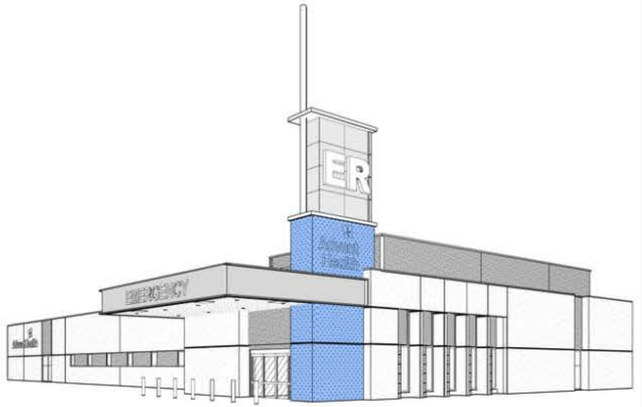
This Drawing and all reproductions thereof are the property of Creative Sign Designs and may not be reproduced, published, changed or used in any way without written consent

DATE: 05-29-2025

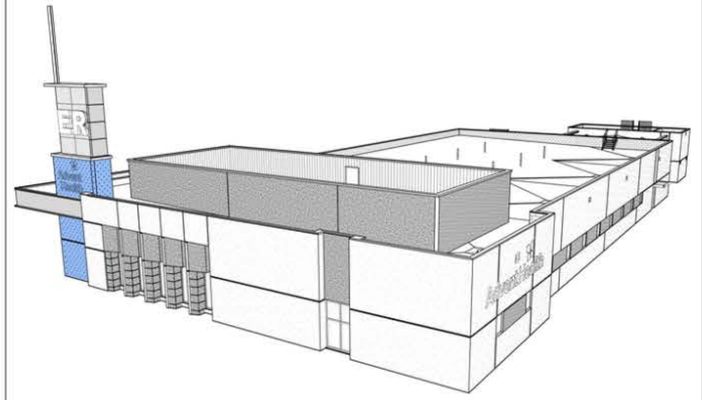
SIGN / SHEET TYPE

QUOTE #
2754

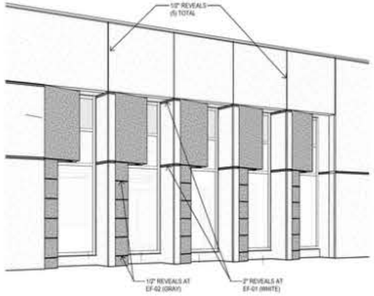
SHEET #
12 OF 12



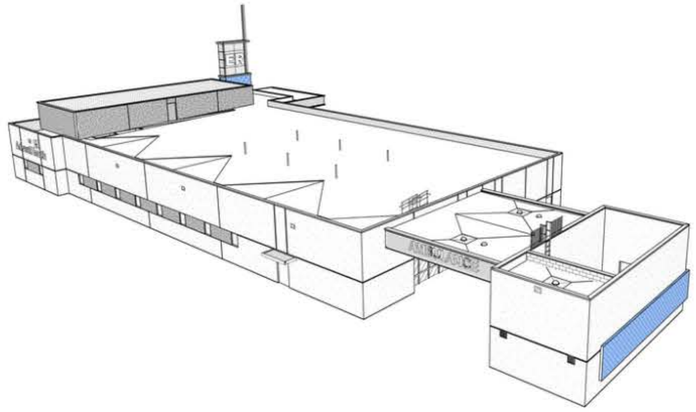
H1	EXTERIOR 3D VIEW
NO SCALE	FOR REFERENCE ONLY



H10	EXTERIOR 3D VIEW
NO SCALE	FOR REFERENCE ONLY



A1	EXTERIOR 3D VIEW
NO SCALE	FOR REFERENCE ONLY



A8	EXTERIOR 3D VIEW
NO SCALE	FOR REFERENCE ONLY

FOR REFERENCE ONLY

SEAL

AdventHealth
FRUITLAND PARK
12 BED OSED

Hunton Brady
ARCHITECTS

DATE	SUBMISSION	NO
03.25.25	CONSTRUCTION DOCUMENTS	

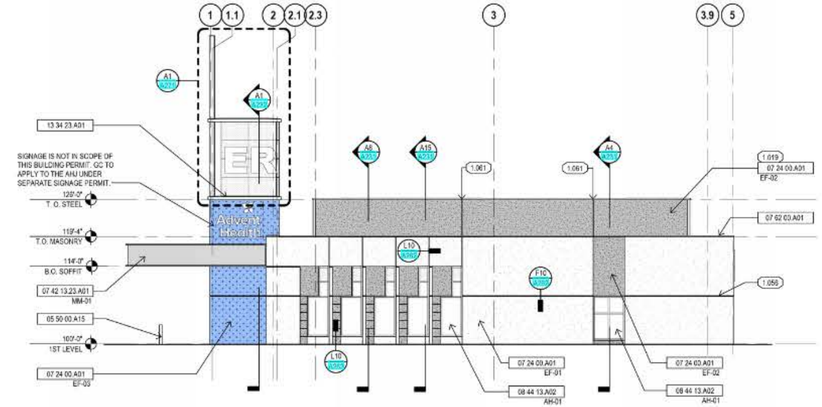
EXTERIOR 3D VIEWS

PROJ. NO. H.2301.00 SHEET
DRAWN BRZ

A210

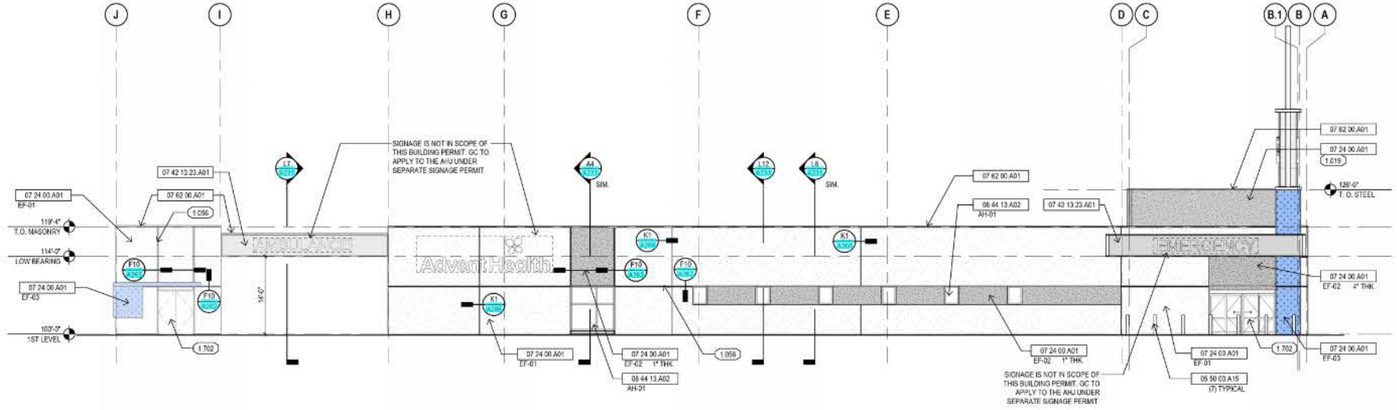
Copyright Hunton Brady Architects P.A. All Rights Reserved 320 S. Garland Ave., Suite 110, Orlando, Florida 32801 (407) 539-5880 (407) 648-1749 fax www.huntonbrady.com License #0001510

MM-01	07 42 13.23.A01	metal composite material panel	Alucobond	2-Coat Duranar Sunstorm - Arcadia Silver UC70123F



J1 **EXTERIOR ELEVATION**

1/8" = 1'-0"



EF-01		
EF-02	07 24 00.A01	EXOSO insulation and finish system
EF-03	07 24 00.A01	EXOSO insulation and finish system

EXTERIOR GLAZING LEGEND

TYPE 1	08 80 00.J07	insulating hurricane resistant laminated low E clear glass
TYPE 2	08 80 00.J13	insulating hurricane resistant laminated clear spandrel glass

MATERIAL NOTES

05 50 03.A15	steel pipe bollard
07 24 03.A01	EXOSO insulation and finish system
07 42 13.23.A01	metal composite material panel
07 62 03.A01	metal coping
08 44 13.A02	hurricane resistant glazed aluminum curtain wall system
08 80 03.J07	insulating hurricane resistant laminated low E clear glass
08 80 03.J13	insulating hurricane resistant laminated clear spandrel glass
13 34 23.A01	premanufactured architectural feature

GENERAL NOTES

1.019	screen wall
1.056	reveal
1.061	control joint
1.702	see Door Schedule / Frame Types / Glazed Opening Types for glass

SEAL

Advent Health
FRUITLAND PARK
12 BED OSED

Hunton Brady
ARCHITECTS

DATE	SUBMISSION	NO
03.25.25	CONSTRUCTION DOCUMENTS	

EXTERIOR ELEVATIONS AND FINISH SCHEDULE

7:54

Select

Yellow

Pen

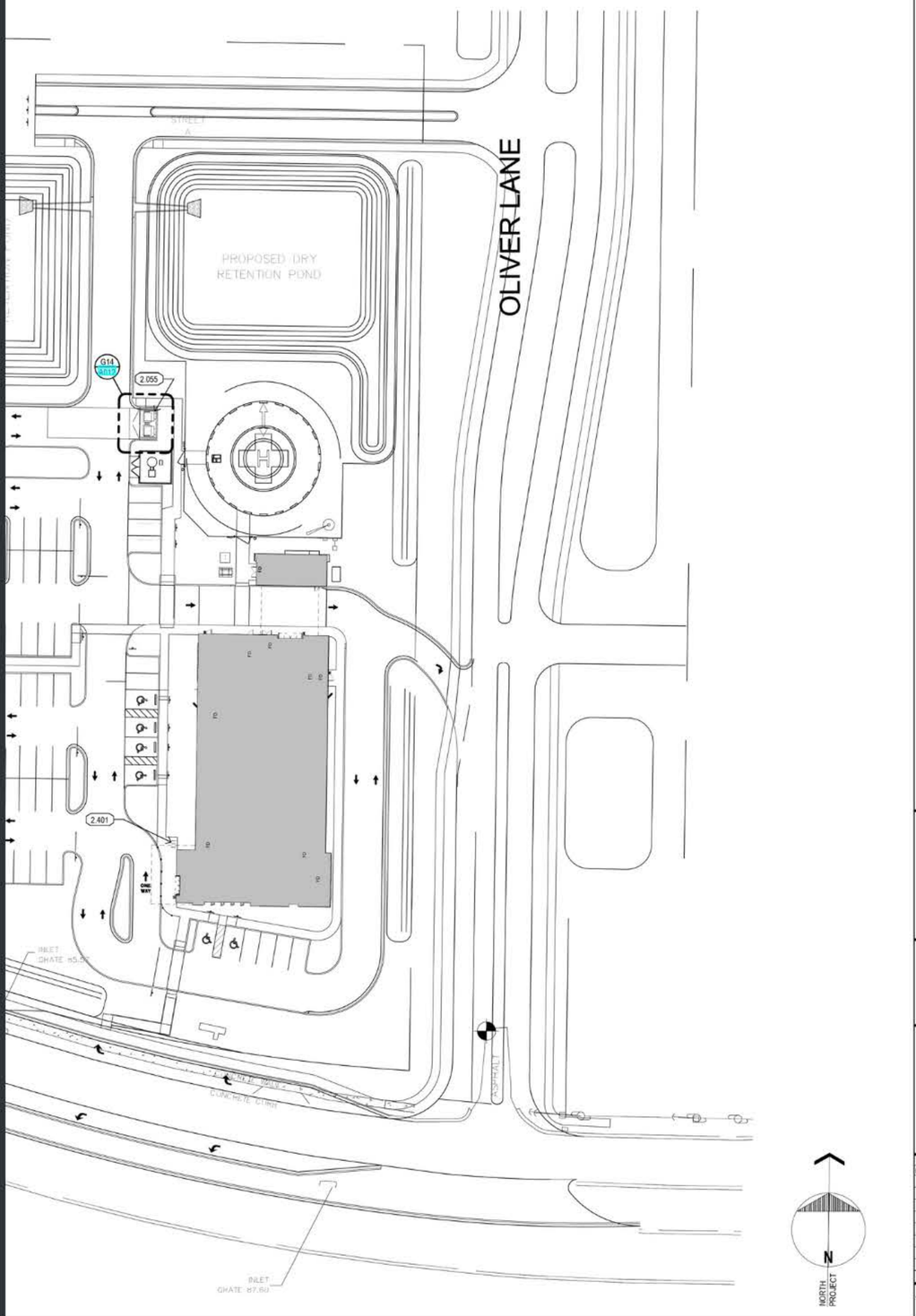
Cloud

Arrow

Text

Calibrate

Pin



2.055
2.401

SEAL

Advent He
FRUITLAN
12 BED OSED

Hunton Br
ARCH

DATE	SUBMISSION
03.25.25	CONSTRUCTION DOCUMENT

ARCHITECTURAL SITE PLAN

PROJ. NO. H-23011.00 SHEET
DRAWN KF
A01

Copyright HuntonBrady Architects P.A. All Rights Reserved 333 S. Garland Ave., Suite 1100, Orlando, Florida 32801 (407) 839-0806 (407) 839-1709Fax www.huntonbrady

MAX MODS PER SERIES	MAX MODS PER POWER SUPPLY
Hanley Phoenix PF-2080 White 60	Hanley Phoenix PF-2080 White 75 MODS PER 60W PS

PRINCIPAL SLOAN We Speak Sign Language

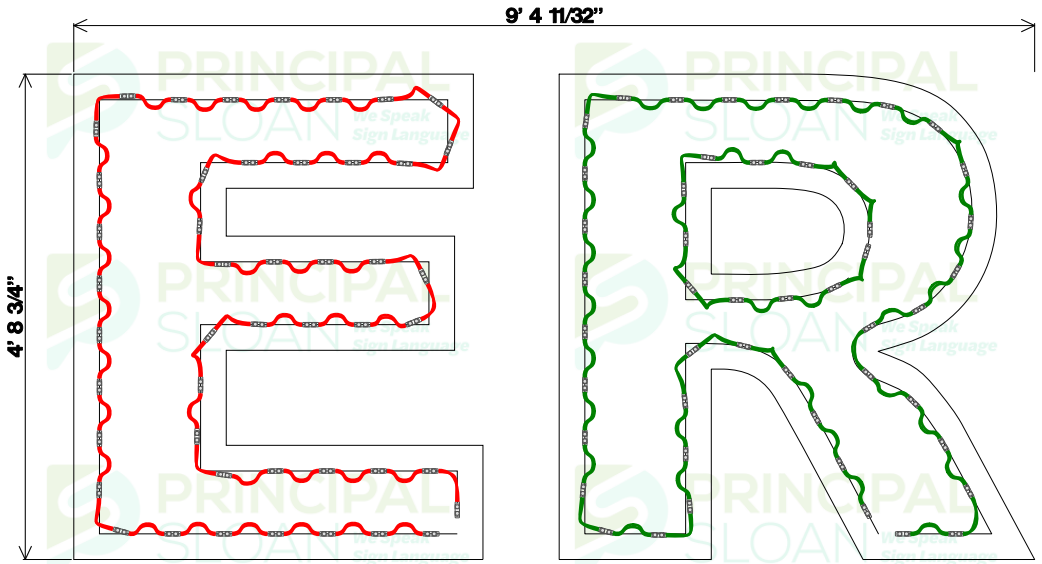
3490 Venture Dr.
San Angelo, TX 76905
1-325-227-4577
www.principalsloan.com
layouts@pindustries.com

THESE DRAWINGS AND SPECIFICATIONS ARE THE CONFIDENTIAL PROPERTY OF PRINCIPAL INDUSTRIES. ANY REPRODUCTION OR USE WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED.

ER: 285499

REV. 1

DATE:	DRAWN BY :	AMP DRAW:	FACE MATERIAL:
13 Nov 2025	Adriana Carranco	2.20 A	Acrylic
SIGN HEIGHT:	**SIGN DEPTH:**	**MODULES PER FOOT:**	**LIGHTING:**
112.3412 in x 56.75 in	5 in	2.02	Face Lit



47

Load: 62.7 %
Modules: 47.0
Watts: 37.6 of 60.0
PS: Energizer Series Universal 60W

49

Load: 65.3 %
Modules: 49.0
Watts: 39.2 of 60.0
PS: Energizer Series Universal 60W

ESTIMATED PRODUCT PER SIGN

(96) Hanley Phoenix PF-2080 White Modules: (UL#: HLED-PF2080, SKU#: HLED-PF2080)	(2) Energizer Series Universal 60W Driver(s): (UL#: P-OH060-12-EC, SKU#: P-OH060-12-EC)



CAUTION: THIS LAYOUT IS ONLY AN ESTIMATE.

Channel letter depth, face color, material, and thickness can vary which may effect the number of modules required. To ensure accuracy, it is recommended that you test light in a darkened environment prior to installing or shipping to the site to ensure the light output is commercially acceptable. Final material estimates are the responsibility of the sign manufacturer. Unless noted in header, Layout is based on the use of acrylic face material.

CITY OF FRUITLAND PARK
STAFF REVIEW REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

VARIANCE

Owner: **Adventist Health System/Sunbelt, Inc.**

General Location: **North of CR 466A and west of Oliver Lane**

Number of Acres: **24.7 +**

Existing Zoning: **Commercial PUD**

Existing Future Land Use: **High Intensity Commercial**

Date: **September 5, 2025**

Description of Project

The applicant has submitted a variance request to the sign regulations to allow an increase in total sign square footage from 150 square feet to 746.2 square feet, increase in height of monument sign from 10' to 12' for the sign located adjacent to CR 466A, additional monument sign location and additional wall signage.

	Surrounding Zoning	**Surrounding Land Use**
North	Agriculture	Rural
South	Agriculture, PUD	Rural, Villages of Fruitland Park
East	C-2, Agriculture	Commercial, Rural
West	PUD	The Villages

Assessment

In the CPUD district one (1) free standing sign per parcel for street frontage is allowed, the maximum signage allowed by code is 150 square feet and can be used as either wall or free-standing monument sign or a combination of both, and the maximum height along CR 466A is ten feet (10'). The subject site has frontage on CR 466A and Oliver Lane which would allow a maximum of two (2) ground signs.

The applicant is requesting a variance from Chapter 163, Section 163.070(c)(1)(i), Chapter 163, Section 163.070(c)(1)(ii) and Section 163.070(c)(1)(vi) regarding number of freestanding

monument signs, maximum height of freestanding monument sign along CR 466A and total square footage of signage allowed.

It appears that the variance request is to allow aggregate total signage from 150 square feet (Chapter 163, Section 163.070(c)(1)(vi)) to 790.5 square feet (10 signs) according to the table provided. According to the table, the total wall signage is 634.5 square feet (7 wall signs) and total monument signage is 156 square feet (1 sign of 60.2 square feet, and two (2) signs of 47.9 square feet each); and a variance from Chapter 163, Section 163.070(c)(1)(vi) regarding height from 10' to 12'.

The revised request includes an ER Beacon Sign on the west elevation of the freestanding emergency room facility. The sign consists of illuminated channel letters reading ER, face-lit in high visibility red with a total sign area of 44.3 square feet and letter height of 4'-8 ¾ ".

Conclusions

The applicant has submitted a justification statement for the variance (see attached).

When reviewing an application for variance, the Planning and Zoning Board and the City Commission shall consider the following requirements and criteria.

1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

   RESPONSE: The applicant indicates the variance request arises from the unique and critical nature of the facility as a 24-hour emergency healthcare provider. The need for clear, visible, and properly distributed signage on all building elevations and surrounding approaches is a function of the buildings essential public service. Compliance with strict code allowances would materially impair the facility's ability to effectively guide patients, first responders, and emergency vehicles to and from the site in a timely and safe manner.

   Additionally, signage visibility from all approach directions is needed – South (CR 466A), East (Oliver Lane), West (access driveways and internal road network), and North (rear ingress and egress).

   In regards to the ER Beacon sign that applicant indicates that the property sits along a curve of CR 466A where line of sight is restricted. This condition creates a hardship that is not typical of standard commercial parcels and requires specialized signage solutions. Without a dedicated ER beacon, patients and EMS traveling eastbound may experience difficulty identifying the correct entrance in time to safely maneuver, particularly in emergency circumstances.

2) The special conditions and circumstances are not the results of actions of the applicant and/or registered property owner;

RESPONSE: The applicant indicates that the special conditions and circumstances are not the result of the applicant. See response to item 1.

3) Literal interpretation and enforcement of the Land Development Code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code, and would work unnecessary undue hardship on the applicant;

RESPONSE: The applicant indicates that strict adherence to current sign code limitations would unreasonably restrict AdventHealth from placing sufficient signage on key elevations, particularly the North and West facades which are crucial for vehicular access, EMS operations, and navigation by patients unfamiliar with the site. Additionally, the size of the building, its four-sided exposure, and the need for differentiated entry points (e.g., Emergency, Ambulance, General Public) create legitimate, code-unanticipated needs for additional signage beyond what is allowed by right.

4) Granting of the variance request will not confer on the applicant any special privilege that is denied by the Land Development Code to other lands, buildings or structures in the same zoning district; and

RESPONSE: The applicant indicates that granting the requested variances will result in substantial justice being done by enabling AdventHealth to fulfill its public health mission while also meeting modern healthcare industry standards for site identification and emergency accessibility. The facility's signage system has been intentionally designed to enhance visibility from all approach directions – South (CR 466A), East (Oliver Lane), West (access driveways and internal road network), and North (rear ingress and egress). Ensuring such visibility benefits the entire community by reducing response times and facilitating intuitive wayfinding in urgent situations.

5) The granting of the variance will be in harmony with the general intent and purpose of the Land Development Code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

RESPONSE: The City's LDR's address the purpose and intent of sign regulations including to provide a visually aesthetic and safe environment, promote the public health, safety and general welfare of the public. The aggregate signage should take into consideration the scale and type of development in which they are intended to serve.

The applicant indicates the request is reasonable, justified by the unique operational needs of a 24-hour ER facility, and aligned with the public interest in promoting safety, clarity, and responsiveness in healthcare delivery. The signage plan has been designed with restraint, clarity, and proportionally, and the proposed variances are essential for the effective functioning of this vital community resource.

In addition, the applicant indicates that the proposed signage is professional in design, scaled appropriately to the building, and will not result in visual clutter or adversely impact surrounding properties. Rather, it will serve as an orderly, coherent system of communication that reinforces the site's medical function. The building is one-story institutional structure with large façade expanses, allowing for proportional signage that does not overwhelm the built environment. The signage is tastefully branded and limited to essential operational identifiers.

The Villages
DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

Before the undersigned authority personally appeared **Amber Sevison** who on oath says that he or she is Legal Ad Coordinator of the Villages DAILY SUN, a daily newspaper published in Sumter County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad **# 01282278** in the matter of

NOTICE OF NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

DECEMBER 8, 2025

Affiant further says that the Daily Sun is a newspaper that complies with all legal requirements for publication in chapter 50, Florida Statutes.

(Signature Of Affiant)

Sworn to and subscribed before me this 8 day December, 2025.

Robin L Baldeschwieler, Notary

Personally Known ✓ or

Production Identification _____

Type of Identification Produced

ROBIN L. BALDESCHWIELER
Notary Public - State of Florida
Commission # HH 588770
My Comm. Expires Oct 10, 2028
Bonded through National Notary Assn.

NOTICE OF PUBLIC HEARING
RESOLUTION 2025-056

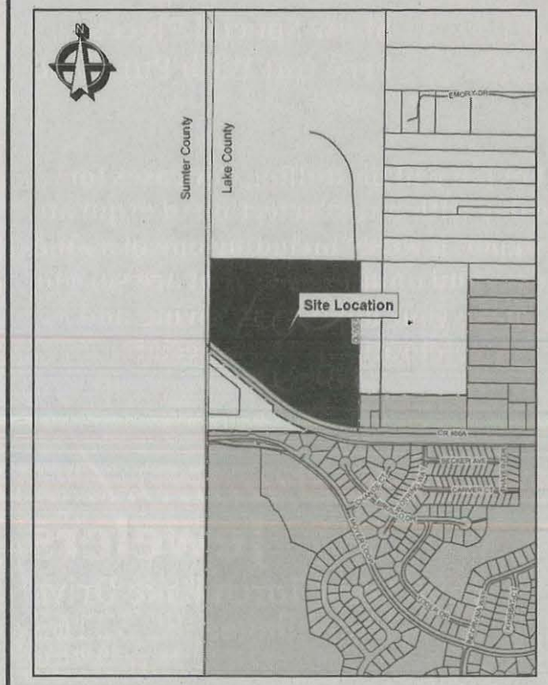
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATION (LDR) SECTION 163.070(c)(1)(ii, vi and xvi) TO ALLOW MORE THAN THREE FREESTANDING MONUMENT SIGNS, TO ALLOW SIGNS GREATER THAN TEN FEET IN HEIGHT ALONG CR 466A, TO INCREASE THE TOTAL SQUARE FOOTAGE OF SIGNAGE ALLOWED TO GREATER THAN ONE HUNDRED SQUARE FEET, AND TO ALLOW A BEACON SIGN THAT IS ILLUMINATED, ALL WITHIN THE ADVENT HEALTH OFF-SITE EMERGENCY DEPARTMENT SITE LOCATED AT 201 CR466A; PROVIDING FOR AN EXPIRATION DATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Planning & Zoning Board Thursday, December 18, 2025 @ 6:00 p.m.
City Commission Reading Thursday, January 8, 2026@ 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 Resolutionand 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 Gwen Johns, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352 360-6727
FAX: 352 360-6652

Board Members:	**Others:**
Al Goldberg, Chairman Daniel Dicus, Vice Chair Carlisle Burch	Sherie Lindh, LPG Anita Geraci-Carver, City Attorney Kelli Fielder, Permit Tech II

MINUTES
PLANNING & ZONING (P&Z) BOARD
December 18, 2025
6:00 PM

I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Led by Chairman Goldberg.

II. **ROLL CALL:** All present, Ms. Grunewald and Mr. Burriel have recently resigned from the board.

III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from November 20, 2025 included for review/comment. No corrections or deletions and were approved unanimously.

IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. AdventHealth Sign Variance – Alt Key 1288088

The applicant has submitted a variance request to the sign regulations to allow an increase in total sign square footage from 150 square feet to 746.2 square feet, increase in height of monument sign from 10' to 12' for the sign located adjacent to CR 466A, additional monument sign location and additional wall signage. The revised request includes an ER Beacon Sign on the west elevation of the freestanding emergency room facility. The sign consists of illuminated channel letters reading ER, face-lit in high visibility red with a total sign area of 44.3 square feet and letter height of 4'-8 ¾ ". As a 24-hour health facility, the applicant would like to ensure visibility from all approach directions north, east, south and west to assist with wayfinding in a safe and timely manner. The applicant is also seeking approval to internally illuminate the south-facing ER portion of the spire (architectural feature). Within the Resolution (see attached excerpt) is a statement about that the ER lettering on the beacon sign may only be illuminated facing westward however, applicant is requesting that the ER lettering be illuminated facing south.

Sherie Lindh, LPG, introduced the project. Abby Mentry, 13266 Byrd Dr. Odessa, was present to represent the applicant. Ms. Mentry explained the request and the reasons behind the need for a Variance, stating that an ER must be immediately recognizable and navigable. She presented a photometric plan drawing of the ER sign. She explained the configuration of the project and the need

for additional signage. She also assured the board that they had worked with staff to ensure that the ER beacon sign would be at a wattage and lighting level that would not disturb surrounding residential areas. She said light projection brightness is less than that from a 60 watt bulb.

Mr. Burch asked that the southern exposure from the signs be subdued so the neighbors would not be disturbed. Ms. Mentry confirmed that it would be.

The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

B. <u>Blue Penguin – Development Order Extension</u>

The Development Order for Blue Penguin Car Wash was issued 13th August 2024 with an expiration date twelve (12) months from the date of approval if construction had not commenced. A letter request for issuance of an extension was dated August 21,2025. Clarification on the amount of time requested has led to the applicant seeking an 18-month extension. The applicant states that the reason for the extension request is due to economics with the biggest factor being the cost of equipment (due to imposed tariffs).

Sherie Lindh, LPG, introduced the project. There was no one present representing Blue Penguin. Mr. Dicus asked if the developer had intent to begin the project within the next 12 months. Ms. Lindh stated to the best of her knowledge, the developer has been actively seeking financial support to begin construction. She noted that construction costs have delayed the project. She noted that the code also allows them to apply for another extension.

Mr. Burch asked if there was a limit on the number of extensions that could be requested. Ms. Geraci-Carver said the Land Development Regulations are being modified and if any changes affect the project, there would be a valid reason to deny any further extensions.

The motion to approve was made by Mr. Burch and seconded by Vice Chair Dicus. It was approved by a vote of 2 to 1.

C. <u>Ordinance 2025-023 Administrative Approval of Final Plat</u>

Effective July, 1, 2025 Florida Law/State Statue, Chapter 2025-164, requires that all municipal final plats be approved administratively vice by city commission. Fruitland Park's administrative code (Land Development Regulations) will require update designating administrative authority to the Community Development Director and in his/her absence, the community development administrative manager. The final plat must be approved by the administrative designee with authority to approve final plats/replats and recorded in the public records of the county prior to the sell of any lor or parcel.

Ms. Geraci-Carver stated there were changes in the most recent legislative sessions that provides for final plats to be approved administratively. A resolution was presented to designate the authority to sign off on approvals of final plats, and this ordinance is in follow-up to that resolution and provides for the plats to be approved. This process has been designated to the Community Development Department with the community Development Director having the authority to approve plats and secondary approval would be by the Community Development Manager.

The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

D. <u>Vita Serena – Annexation, Large Scale Comprehensive Plan Amendment & Rezone/PUD for Alt Keys 1288339, 1288347, 3884327 & 1288053</u>

a. <u>Annexation; Ordinance 2025-025</u>
The applicant is seeking to develop a 410-unit subdivision comprised of 155 single family units on 40' lots, 101 single family units on 50' lots and 154 villa/duplex units on 35' lots. The property is located on the north side of County Road 466A, west of Micro Racetrack Road. The requested building height for the single-family units are 2-story. NOTE: There are a total of 4 parcels; however, one parcel, alternate key 1288339, is already within Fruitland Park's jurisdiction. The other 3 are within "unincorporated" Lake County and are requested to be annexed.
- Letter of Objection for Annexation (Lake County) - no other objections received to date

b. <u>Large Scale Comp Plan Amendment; Ordinance 2025-026</u>
The proposed development is comprised of 4 parcels, a total acreage of 95.35 +/-, with a proposed land use of multi-family low density and a maximum density of 8 units/acre. However, the proposed gross density is 4.30 units/acre. Development in this land use category is limited to **single-family detached**, single-family attached, **two-family (duplex),** multi-family homes, and mobile homes.

c. <u>Rezone/ PUD; Ordinance 2025-027</u>
The applicant is seeking to rezone approximately 95.35 +/- acreage for property currently zoned as Lake County Agriculture and City General Commercial (C-2) to City of Fruitland Park's Planned Unit Development (PUD). The future land use map designation is requested as Commercial High Intensity and Multi-Family Medium Density. The latter is compatible to surrounding land uses. There is currently an approved proportionate share mitigation agreement with Lake County Schools. It is proposed to develop the site in three (3) phases.

Sherie Lindh, LPG, introduced the project. Ms. Geraci-Carver noted that a letter of objection had been received from Lake County, dated December 8, 2025, from Commissioner Morris. The county objects to the annexation and ultimate development of this property to protect rural lifestyles and agricultural uses. They stated that approval of the annexation and proposed development plan would negatively impact existing infrastructure and public services, potentially leading to a decrease in the quality of life for current residents. Ms. Geraci-Carver stated that two additional letters of opposition had been received. Copies of the letters have been shared with the applicants.

Logan Opsahl, 215 N Eola Dr. Orlando, Lowndes Law, was present to represent the applicant. He provided a presentation of the Vita Serena project, noting that representatives from the project team were also available to address any questions. He provided an overview of the area to provide a wholistic view of the proposed project. He noted that the PUD Ordinance does have an accompanying development agreement that will go with the zoning designation.

Mr. Opsahl noted that some improvements to Micro Racetrack Road would include signalization and a roundabout to assist with traffic calming. He noted that this project was unique in that it was targeting a multi-generational community. He noted that although a preliminary plan would be presented, it is not part of the request being presented today.

Bart Ritota, 2619 Dartford Terrace, discussed the environmental impacts of the project on surrounding property owners. He also did not think that property taxes would be sufficient to support residents that would be moving into the area. Expressed concerns of the powerlines and recommend fencing.

Catherine Stafford 35824 Micro Racetrack Road, spoke in opposition to the project. She expressed

concern about the density, noting that most of the residents along Micro Racetrack Road have been long-term residents. She said they would be highly impacted by the increased density. She also opposed the roundabout which would be directly in front of her home.

Jeffrey Ahern, 278 Almeria Street, Banbridge Villas, discussed his concerns with the impact on residents in the Bainbridge Villas. He thought the quality of life for residents would be greatly impacted. Expressed liability issues and questioned the safety of the public with the closeness of the powerlines within the proposed development.

Lonnie Wade, 35699 Micro Racetrack Road, discussed the traffic on Micro Racetrack Road.

Sally Wade, 2450 Back Water Way and owner of property at 35699 Micro Racetrack Road, talked about the impact this development would have on long-time residents along Micro Racetrack Road who are accustomed to a rural lifestyle. She also talked about the traffic impacts that would result from this development.

Mr. Opsahl addressed comments made by public participants. He acknowledged that the developer would need to work with the School Board and Lake County to address concerns from the surrounding residents. He also stated that there will be no mobile homes within this proposed development as the staff report stated mobile homes are only allowed in mobile home parks and it was marked in error somewhere on the application. He expressed that it is well known that Micro Racetrack Road has some challenges, and the developer has been in ongoing communications with Lake County.

Mr. Dicus further stated that Micro Racetrack Road is not adequate to accommodate the proposed growth. He also expressed concern that Lake County is not likely to do anything about the road. He asked if Micro Racetrack is under Lake County Jurisdiction. Ms. Lindh confirmed the jurisdiction of Micro Racetrack Road and 446A is Lake County and confirmed that a traffic impact analysis had to be applied for and reviewed by Lake County. Mr. Dicus asked if the developer would be willing to fund additional improvements to from the proposed roundabout on Micro Racetrack Road all the way to 446A. Mr. Opsahl said Micro Racetrack Road does have insufficient right of way. He said ultimately, the road would be improved as a result of impact fees.

Mr. Dicus inquired about schools and Mr. Opsahl stated that they had gotten a mitigation agreement from the Lake County School Board. He explained how school concurrency works to fund schools in an area based on growth.

Mr. Dicus wondered if the lot sizes could be increased for the proposed development. Ms. Geraci-Carver said the Planned Unit Development application reflected what the developer had applied for but there would be opportunity for negotiations between the developer and the City.

Mr. Burch was concerned about the congestion in the area. Mr. Opsahl said the clustering is part of the reason why a Planned Unit Development is necessary, to accommodate a mix of houses and where they are placed to allow features like amenities and the open area with a trail. Mr. Burch also noted that the density outside of Fruitland Park corporate limits is not reflective of the desires of Fruitland Park.

There was a brief discussion about how the project would be broken down into three phases. Richard Wohlfarth, as applicant, on behalf of Joseph C. Burke Jr., owner, noted that the timing would be directly related to sales. Mr. Burch asked about the duplex units and their ownership. Mr. Wohlfarth

stated that the entire project will be fee-simple.

Mr. Dicus said there are road issues that are not going to be fixed by the developer, Lake County, or Fruitland Park. He asked if there was any flexibility for not having the roundabout, leaving Micro Racetrack Road alone, and using Oliver Lane for all ingress and egress from the development. Ms. Lindh responded, citing code specific information which requires two access points for ingress and egress.

Mr. Wolfarth said that anything over 100 units would require two entrances. He also pointed out that the road impact fees for this project are over a million dollars. He committed to working with Lake County to try to ensure that the dollars collected are used to improve Micro Racetrack Road.

Mr. Burch questioned with the South entrance is going to be combined with Advent. Mr. Opsahl stated that there will be a light installed. Andrew Calhoun, Pontre Vetra Florida, Developer, further explained a Tri-Party Agreement between Lake County, AdventHealth and the Developer to address some of the concerns expressed for ingress and egress.

Ms. Geraci-Carver reviewed the Lake County objection letter giving the most important points. Density, impact on infrastructure, access points, permitting, dedicated turn lanes, and roundabout requirements.

Annexation; Ordinance 2025-025; Alt keys 1288347, 3884327 & 1288053
The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

Large Scale Comp Plan Amendment; Ordinance 2025-026
The motion to deny was made by Mr. Burch and seconded by Vice Chair Dicus with the recommendation that the lot sizing being enlarged. It was approved by a vote of 2 to 1.

Rezone/PUD; Ordinance 2025-027
The motion to deny was made by Mr. Burch and seconded by Vice Chair Dicus. It was approved by a vote of 2 to 1.

E. The Enclave at Lake Geneva (G&H) – Small Scale Comprehensive Plan Amendment & Rezone for Alt Keys 1284384, 2748770, 1809444, 1809436, 1284422, 1284392

a. Small Scale Comp Plan Amendment, Ordinance 2025-029
Approximately 0.611 +/- acres (26,635 square feet applicable to a portion of alternate key 1284422), more or less of the right of way line of CSX Railroad (an abandoned railway - see applicant's sketch of description) requiring change to the City of Fruitland Park's Future Land Use Map from "Commercial" to "Mixed Community".

b. Rezoning to Mixed Planned Unit Development (MPUD), Ordinance 2025-030
The properties are being developed as part of a larger project known as The Enclave at Lake Geneva consisting of parcels contained within A-F. Overall the applicant is seeking to add additional single family homes not to exceed an additional 121 units. Permitted uses through the addition of parcels contained within G & H would also allow for some portions specified under the C-1 zoning designation to have commercial uses; as well as uses specified under C-2.

Sherie Lindh, LPG, introduced the project. Mr. Opsahl provided a presentation on the project. Logan Opsahl, 215 N Eola Dr. Orlando, Lowndes Law, was present to represent the applicant. He provided a presentation of the G & H portion of The Enclave at Lake Geneva project, noting that representatives from the project team were also available to address any questions. He provided an overview of the area to provide a wholistic view of the proposed project.

Mr. Dicus questioned the possible extension of Lake Ella Road straight out to US Hwy 441/27. Mr. Opsahl stated that there is an agreement in process.

Small Scale Comp Plan Amendment, Ordinance 2025-029
The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

Rezoning to Mixed Planned Unit Development (MPUD), Ordinance 2025-030
The motion to approve was made by Mr. Burch and seconded by Vice Chair Dicus. It was unanimously approved.

BOARD MEMBERS' COMMENTS:

Mr. Dicus inquired about what it would take to address allowable lot sizes in the Land Development Regulations. Ms. Geraci-Carver responded that a request would have to be made to the City Commission. Ms. Lindh further stated that she and Mr. Ranking had been working together to create a list of LDR amendment. She discussed some of the proposed changes and stated that right now the City is not allowed to adopt any stricter regulations. She noted that proposed changes are being reviewed.

PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. 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 Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

ADJOURNMENT: 8:11 p.m.

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

ITEM TITLE: **First Reading and Quasi-Judicial Public Hearing Ordinance 2025-027 Rezoning to MPUD –** Vita Serena Subdivision for 95.33 +/- acres generally located north of CR 466A and West of Micro Racetrack Road: Petitioner: Vits Serena Development LLC - Richard Wohlfarth on behalf of the owner, Joseph C. Burke, Jr. Trust.

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 19, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

BRIEF NARRATIVE: The applicant is seeking annexation, a large-scale comprehensive plan amendment and rezoning to MPUD (Mixed Planned Unit Development) for approx. 95.33 +/- acres to receive city services and develop a proposed 346 unit (formerly 410-unit) single family home subdivision at a proposed density of 3.63 dwelling units per acres (formerly 4.30 dwelling units per acre). The proposed open space is stated to be 15.07 acres (28.69%). Owner/Developer proposed to develop the site in three (3) phases. Based on the size of the development, it is highly recommended that at least 4 amenities be provided. A proposed modification to the original plan is being proposed, resulting from the Planning and Zoning Board meeting held December 18th, 2025. The minimum living area proposed for the single-family is/was 1,200 SF. All of the originally planned 154 unit - 35' x 120' villa lot sizes is now proposed to be eliminated with a total of 196 - 40' lots and 150 – 50' lots. See the attached draft email for the newly proposed changes.

FUNDS REQUIRED: None

ATTACHMENTS: Ordinance 2025-027, legal description, master development agreement, concept plan, existing and future zoning maps, advertising affidavit and modified plan via email from the developer.

RECOMMENDATION: Recommend to consider approval/denial of Ordinance 2025-027

ACTION:

(1)1288339, (2) 1288347, (3) 3884327 and (4) 1288053—VITA SERENA



V 9-23-25

ORDINANCE 2025 - 027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 95.35 ± ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE AND CITY OF FRUITLAND PARK GENERAL COMMERCIAL (C-2) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Richard Wohlfarth, as Applicant, on behalf of Joseph C. Burke, Jr., Owner, requesting that approximately 95.35 acres of real property generally located north of CR 466-A and west of Micro Racetrack Road (the "Property") be rezoned from Lake County Agriculture and City of Fruitland Park C-2 to the City of Fruitland Park Planned Unit Development (PUD) within the city limits of Fruitland Park; and

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

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

WHEREAS, the City Commission reviewed said petition, 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 95.44 ± acres of land generally located north of CR 466-A and west of Micro Racetrack Road shall hereafter be designated as PUD, Planned Unit Development, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described and depicted as set forth on **Exhibit "A"**. The Property shall hereafter be developed according to the Development Agreement attached hereto as **Exhibit "B"**, which includes, but is not limited to, the concept plans attached to the Development Agreement.

Section 2. That the City Manager, or designee, is hereby directed to have amended, altered, and implemented the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. 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.

V 9-23-25

Section 4. 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 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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 _____ day of _____, 2025.

_____
Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

_____
Gwen Keough-Johns, CMC, City Clerk

Approved as to Form:

_____
Anita Geraci-Carver, City Attorney

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice-Mayor DeGrave _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Williams _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Cosenza _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Raysin _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading_____
Passed Second Reading_____

(SEAL)

V 9-23-25

EXHIBIT “A”
LEGAL DESCRIPTION AND MAP

EXHIBIT A

DESCRIPTION:
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: **1288347 (Unincorporated Lake County)**
THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

PARCEL 2: **3884327 (Unincorporated Lake County)**
THE EAST 1/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LYING NORTH OF CR 466A, LESS AND EXCEPT THE SOUTH 300 FEET THEREOF, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

PARCEL 3: **1288339 (Not Applicable for Annexation); Fruitland Park**
THE SOUTH 300 FEET OF THE EAST 165 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LESS AND EXCEPT THAT PORTION CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 556, PAGE 205, AND LESS THE RIGHT OF WAY FOR STATE ROAD 466-A, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

PARCEL 4: **1288053 (Unincorporated Lake County)**
THE NORTH 1 /2 OF THE SOUTH 1 /2 OF THE NORTHEAST 1 /4 OF THE NORTHWEST 1 /4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

V 9-23-25

EXHIBIT “B”
MASTER DEVELOPMENT AGREEMENT

v11-5-25

Record and Return to:
City of Fruitland Park
Attn: City Clerk
506 W. Berckman Street
Fruitland Park, Florida 34731

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the _____th day of _____, 2025, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation,** (hereinafter referred to as the "City"), and **JOSEPH C. BURKE, JR., TRUSTEE** (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately 95.35 ± acres of property within the City of Fruitland Park, described and depicted as set forth on **Exhibit "A"** attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Property is currently located within the City of Fruitland Park and is currently zoned Lake County Agriculture and City General Commercial (C-2) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Commercial High Intensity" and "Multi-Family Low Density."

3. Owner has filed applications for rezoning for the Property as a Residential Planned Unit Development.

4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

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

7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto

agree as follows:

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

Section 2. Conditions Precedent. Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "PUD Conceptual Plan" prepared by Wohlfarth Consulting Group, LLC, dated ____, 2025, and attached as **Composite Exhibit "B"** (which may be referred to as the "Plan" or the "PUD Master Plan" or "Development Plan"). The project shall be developed in accordance with the Permitted Uses set forth below. All development shall be consistent with City's "PUD" (Planned Unit Development) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses. Permitted Uses shall include:

a. Single family not to exceed 410 units.
b. Recreation amenities.

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

a. Minimum Open Space 25%, which may include all buffers, recreation and other pervious area not located within platted road right of way. Stormwater ponds may not be utilized for open space.
b. Maximum Building Height of thirty-five feet (35'), measured to the mean height of hip or gabled roofs.
c. Minimum Setback requirements, as measured from the PUD perimeter property lines shall be:
    i. North: Twenty-five feet (25')
    ii. South: Fifty feet (50') from the right of way of CR 466-A
    iii. East: Twenty-five feet (25')
    iv. West: Twenty-five feet (25')
d. Density may not exceed 4.30 du/ac.

Single Family Detached:

i. Minimum Building Setbacks
    a. Front: 20 feet
    b. Front-Garage: 25 feet
    c. Side: 5 feet (between building pads)
    d. Side: 15 feet (building to street), except if adjacent to parking, 13 feet is allowed

e. Rear: 15 feet, except 5' for patio, pool and screen structures, and except Lots 23-35 (50' minimum lot width) minimum rear 14 feet setback is allowed

ii. Minimum Living Area: 1,200 SF
iii. Minimum Lot Width: 40 feet
iv. Minimum Lot Area: 4,800 SF
v. Maximum Impervious Surface Ratio (Lots): 75%
vi. Maximum Building Coverage: No more than 55% of Lot Area

Two Family (Duplex):

vii. Minimum Building Setbacks
f. Front: 20 feet
g. Front-Garage: 25 feet
h. Side: 0 feet (between building pads)
i. Side: 15 feet (building to street)), except if adjacent to parking, 13 feet setback is allowed
j. Rear: 15 feet, except 5' for patio, pool and screen structures

viii. Minimum Living Area: 1,200 SF
ix. Minimum Lot Width: 35 feet
x. Minimum Lot Area: 4,200 SF
xi. Maximum Impervious Surface Ratio (Lots): 75%
xii. Maximum Building Coverage: No more than 55% of Lot Area

e. Open space shall not be less than twenty-five (25) percent of the total property area. Stormwater ponds may not be included as open space.

f. Parking: The Owner will be required to meet the parking requirements of the Fruitland Park Land Development Regulations. A minimum of 153 guest parking spaces is required.

g. Type "C" Landscape buffers of twenty-five feet (25') shall be provided along the PUD perimeter property boundaries.

h. Recreational amenities. At a minimum the following must be provided:
i. Amenity building and pool.
ii. Small dog park.
iii. Pickleball courts.
iv. Large dog park.

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

a. Single-family development shall meet the R-4 SFMD zoning development standards, except where in conflict with this Master Development Agreement.

b. 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. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the 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
   10) Metal roofs
   11) Decorative Corbels and Brackets

c. 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:
   i. The exterior wall area may be any type of lap siding and/or stucco, including 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 would not be allowed under this option.) The exterior may include full width or cast brick or stone.
   ii. 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.

d. Details, such as, brackets, corbels, decorative panels, may be made from alternative materials, such foam with a hard shell finish.

e. Recreational Buildings shall have landscape areas planted with trees, shrubs or groundcovers, other than sod, around the building as follows:
   i. Building Perimeter landscaping. A minimum three (3) foot wide landscape area, with an average of five (5) feet or more, around a minimum of forty (40) percent of the total building perimeter and within twenty-five (25) feet of the building walls.
   ii. *Minimum planting requirement*. One (1) canopy tree or three (3) understory trees, and twenty-eight (28) shrubs shall be required for every three hundred and fifty (350) feet of planting area in e. 1) above. Trees installed for any other requirement of this subsection e. may be credited towards this requirement if in the required location.

Section 7. **Development Phasing.** The proposed project must be constructed in no less than three phases in accordance with the Planned Unit Development Master Plan (attached as part of these

conditions) which is also provided in the Phasing Table below. Changes to the Planned Unit Development Master Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process. If such changes are consistent with this Master Development Agreement, the amendment to the Planned Unit Development Master Plan will be processed as a Minor Development under LDC section 160.040.

Vita Serena								
Phasing Table								
	Infrastructure		Building		35' X 120'	40' X 120'	50' X 114'	Total
	Start	Finish	Start	Finish				
Phase 1	8/1/2026	8/1/2027	9/1/2027	9/1/2029	76	50	57	183
Phase 2	9/1/2027	5/1/2028	6/1/2028	9/1/2029	0	0	44	44
Phase 3	6/1/2028	7/1/2029	8/1/2029	8/1/2031	78	105	0	183
					154	155	101	410

Section 8. **Site Access and Transportation Improvements**. Vehicular access to the project site shall be provided by a minimum of two access points; one access on CR 466-A and one access on Micro Racetrack Road. The access points shall be reviewed during the development review process.

a. The Owner shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park.
b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements. Drive aisles within parking areas shall not be required to be constructed to City street standards.
c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Owner shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements, inclusive of all sidewalks.
e. A traffic/transportation study shall be submitted prior to preliminary plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Owner.
f. At such time that traffic signals are warranted at the proposed project entrance, the Owner shall pay their pro rata share of the cost of the signal(s) as determined by Lake County or the City.
g. Spacing of intersections from local roads is reduced from 330 L.F. as set forth in Sec. 157.080(a)(4), LDRs to 250 L.F.

Section 9. **Homeowners Association**. The 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 10 below. The Developer agrees to, at 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. Developer shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Section 10. Community Development District. Developer may establish a Community Development District ("CDD") 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 11. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way and parking areas.

Section 12. Water, Wastewater, and Reuse Water.

A. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. Except as otherwise provided herein, all such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. If any such utility facilities are oversized at the City's request, the City shall provide impact fee credits or cash to reimburse Developer for the materials directly related to such oversizing. If any utility facilities serve to provide any other property with connection ability which would not exist otherwise, the City and Developer will enter into an agreement with the owner or developer of such other property to provide for an appropriate reimbursement payment by such other property owner or developer upon connection to the utility facilities, to the City or Developer.

B. Owner shall own and maintain all onsite water and wastewater improvements including any lift station(s) up to the point of connection at the property line for the wastewater improvements and up to the point of connection to the City water meter for the water utility improvements. Owner shall, at its expense, install fire hydrant(s) and extend utility line(s) as required by the City of Fruitland Park.

C. During the construction plans and specifications review process, Owner must request a concurrency determination for potable water and wastewater collection and treatment capacity. City has limited potable water and wastewater collection and treatment capacity for the Project therefore, the Project does not have concurrency approval for potable water and wastewater. Conditional construction plan and specifications approval may be granted by the City if during concurrency review capacity is determined to be available, or if construction of additional potable water and/or wastewater capacity is underway and nearing completion; however, should Owner choose to commence with construction prior to the City issuing unconditional construction plan

and specification approval, it will be at Owner's risk. Owner further understands that issuance of a certificate of occupancy cannot occur until both potable water and wastewater capacity is available.

D. If water and wastewater capacity is reserved, then Owner shall pay to the City user fees for the number of residential units equal to the difference between the number of residential units for which capacity is reserved and the actual number of residential units which have received certificates of occupancy by December 31, 2030. Said user fees shall be paid by Owner on a monthly basis pursuant to the City's monthly utility billing cycle, and shall continue until all of the residential units for which capacity was reserved have received certificates of occupancy.

E. Owner may utilize corrugated polyethylene pipe (HP) instead of reinforced concrete pipe as required by Sec. 157.080(a)(4)(c), LDRs provided the following conditions are met:

1. Minimum and Maximum cover heights should follow the requirements set forth in the FDOT Drainage Manual, Appendix C, as reiterated in Table 1. Polypropylene pipe can be installed in deeper conditions once supporting calculations and documentation associated with this analysis are approved.

    a. Polypropylene Pipe is required to be installed with an RCP end section.
    b. Polypropylene Pipe in Wall Zone installations should follow the requirements set forth in the FDOT Drainage Manual Section 3.11, Appendix D and in the latest version of FDOT Standard Specifications, section 430-4.1.
    c. FDOT's pipe repair matrix should be used as guidance for any repairs
    d. Polypropylene Pipe must be produced from a FDOT approved production facility for Class II Polypropylene Pipe
    e. Class I Polypropylene Pipe is not accepted for use within roadways
    f. Post inspection services are provided by the pipe manufacturer

Section 13. **Impact Fees.** Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate at the time the building permit is issued. Owner agrees to pay all impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued.

Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of preliminary plan and City is willing to allocate such capacity to Owner, Owner 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.

Section 14. **Easements.** Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 15. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

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

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas.

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

Landscaping for buffers and internal lots shall be in accordance with the following conditions, as detailed in Exhibit "C". In the event of a conflict between the following conditions and Exhibit "C", Exhibit "C" shall control.

A. A single canopy tree shall be planted in the front yard of all Single-Family Detached units.
B. A single canopy tree and a single understory tree shall be planted in the front yard of all Duplex buildings.
C. No trees shall be required in rear yard that is adjacent to any landscape buffer.
D. Where Lots are back-to-back a canopy tree shall be planted in the rear yard five feet (5') from the property line and be staggered from lot to lot. The intent is that trees shall be spaced equal to the width of the lot.
E. The landscape buffers shall be a minimum width of twenty-five feet (25') and have a minimum of two (2) canopy trees and one (1) understory tree per every one-hundred feet (100').
F. Each Lot shall have a minimum of one (1) canopy tree planted five feet (5') within the landscape buffer and centered on such Lot and one (1) understory tree shall be planted ten feet (10') within the landscape buffer along the boundary of each adjacent Lot.
G. A continuous hedge shall be planted three feet (3') within the landscape buffer.
H. The planting material shall consist of a minimum of sixty percent (60%) native material. All materials shall be Florida-Friendly Material and noted on the preliminary plans.
I. The planting material shall consist of the following species:

Canopy Trees

Quercus Virginiana	Live Oak
Magnolia Grandiflora	Southern Magnolia
Cronus Florida	Dogwood
Juniperus Virginiana	Eastern Red Cedar
Pinus Elliottii	Slash Pine
Sabal Palmetto	Sable Palm
Platanus occidentalis	Sycamore
Acer rubrum	Red Maple
Liquidambar stryaciflua	Sweetgum

Understory Trees
Red cedar (Juniperus virginiana)
Little Gem Magnolia
Red Maple
Crape Myrtle
Wax Myrtle
Japanese Blueberry
Bottlebrush
Weeping Bottlebrush
Ilex Vomitoria
Sweet Viburnum
Eastern Redbuddim

Shrubs
Walter Viburnum
Sweet Viburnum
Wax Myrtle
Ilex Vomitoria

Canopy Trees shall be 2" cal. and 12' Height when planted.

Understory Trees shall be 1 ½" cal. and 8' Height when planted.

Hedges shall be 24" in height when planted, with the maximum spacing for hedges at 30 inches on center.

Section 16. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 17. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other property owners within the City.

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

Section 19. Signage. Owner 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 Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 20. Issuance of Permits. After the approved Conceptual Site Plan and this Master 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 21. **Title Opinion.** Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 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 infrastructure shall be constructed to City standards.

Section 23. **Due Diligence**.
The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 24. **Enforcement/Effectiveness.** A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 25 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 26. **Binding Effect; Assignability.** This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their successors in interest and/or assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

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

Section 28. **Exhibits.** All exhibits attached hereto 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:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	Joseph C. Burke, Jr., Trustee P.O. Box 398 Fruitland Park, FL 34731-0398
Copy to:	Andon Calhoun Vita Serena Development, LLC 2544 Connection Point Oviedo, FL 32765

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 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, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate five (5) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing before the City Commission.

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

Section 33. **Severability.** If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

OWNER:

_____
Witness Signature

_____
Joseph C. Burke, Jr., Trustee

_____
Print Name

_____
Witness Signature

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization this ____ day of _____ by Joseph C. Burke, Jr., who is personally known to me or who have produced _____ as identification.

_____
Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF FRUITLAND PARK

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 Gwen Johns
City Attorney City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by [X] physical present or [ ] online notarization this _____ day of _____ by Chris Cheshire, Mayor of the City of Fruitland Park, a Florida municipal corporation on behalf of the corporation and Gwen Johns, City Clerk of the City of Fruitland Park, Florida, on behalf of the corporation, who are [X] personally known to be me or produced _____ as identification.

_____
Notary Public
Notary Public - State of Florida
Commission No _____

My Commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION:

PARCEL 1:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:

THE EAST 1/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR STATE ROAD NO. 466-A. ALSO LESS: THE EAST 70 FEET OF THE SOUTH 171.95 FEET THEREOF CONVEYED TO ERNEST REED BY DEED, DATED JULY 5, 1974.

PARCEL 3:

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

COMPOSITE EXHIBIT "B"

Vita Serena Master Development Plan prepared by Wohlfarth Consulting Group, LLC., dated June 2025

[**SEE ATTACHED**]

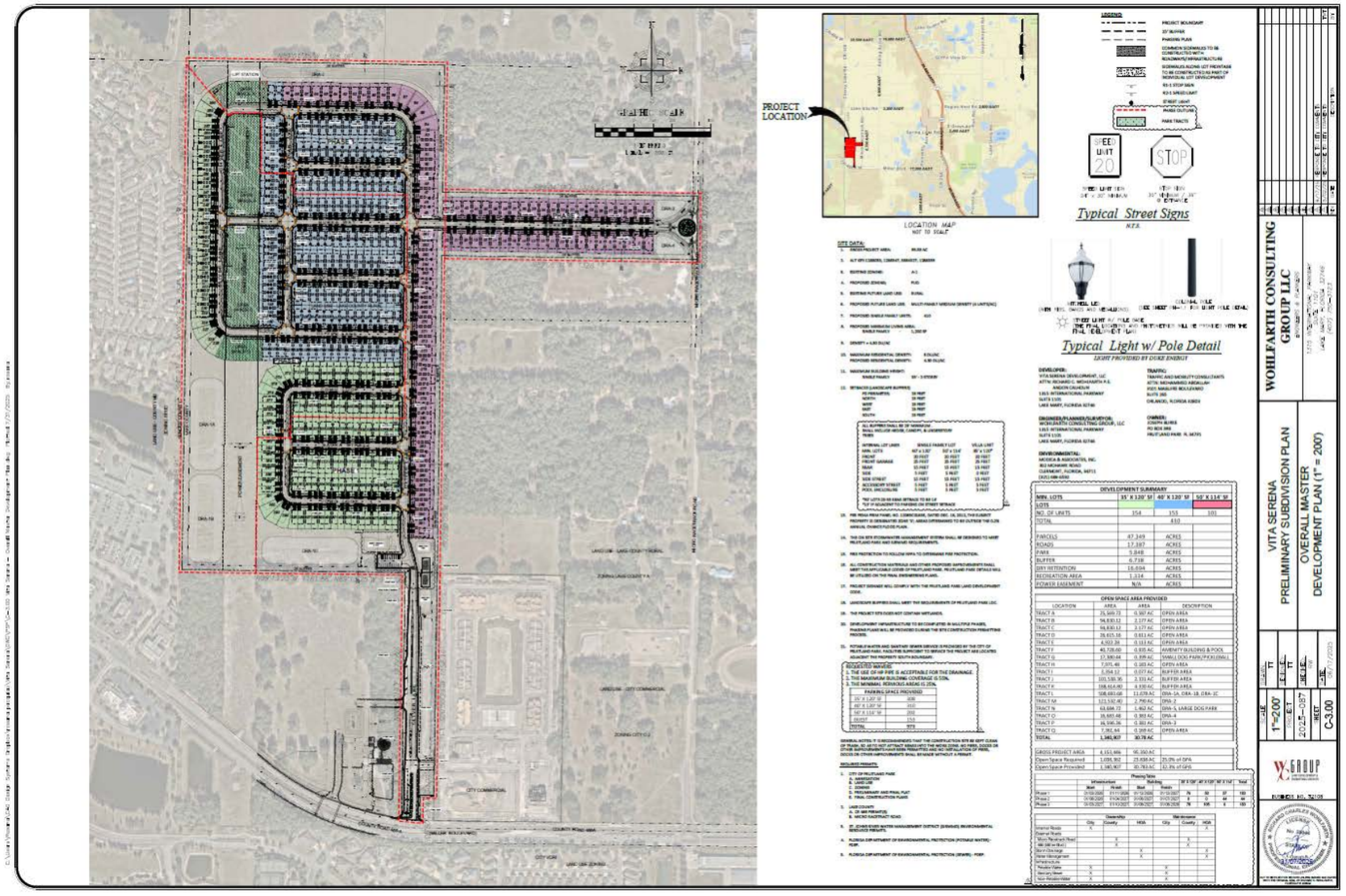
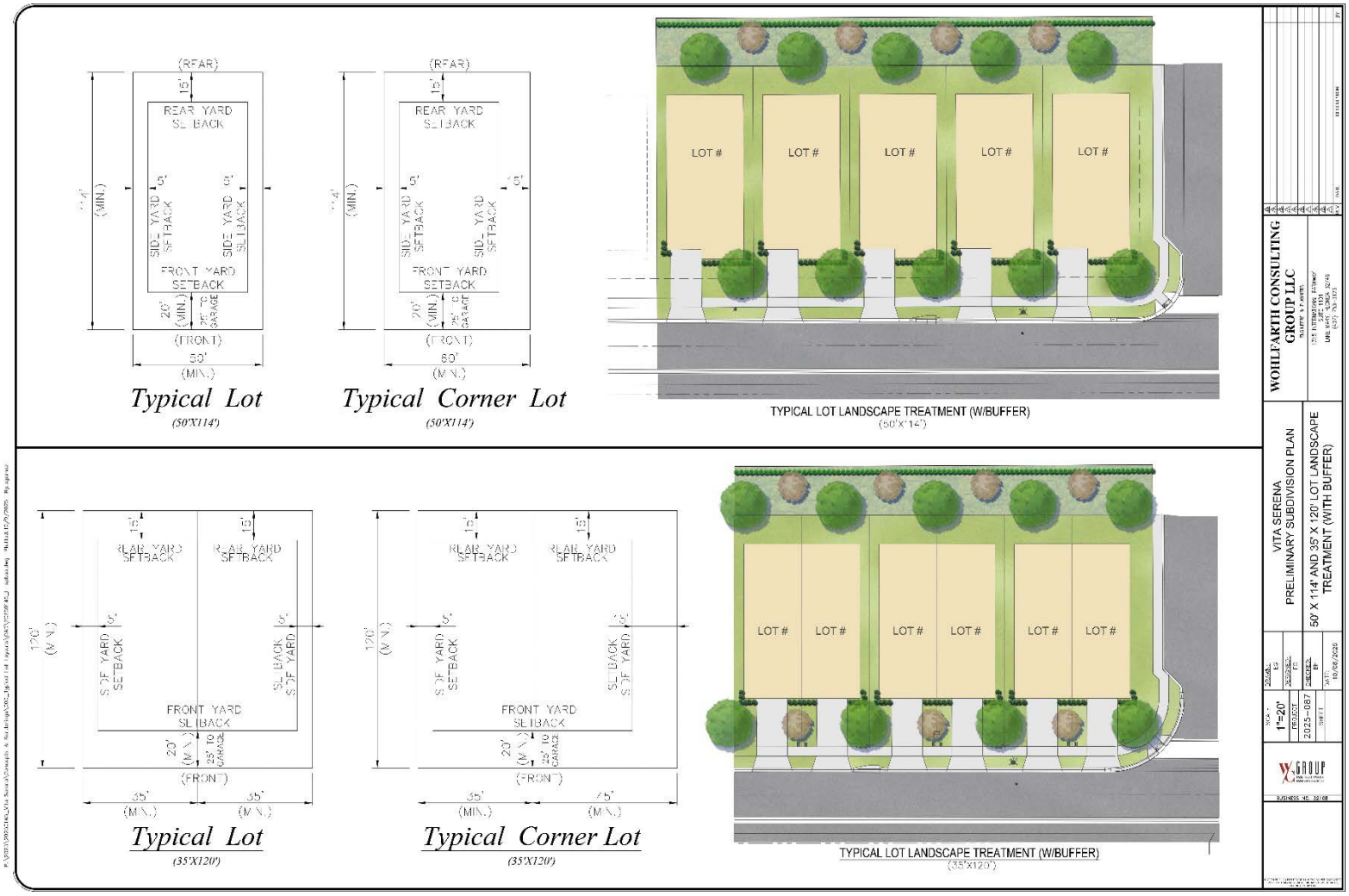
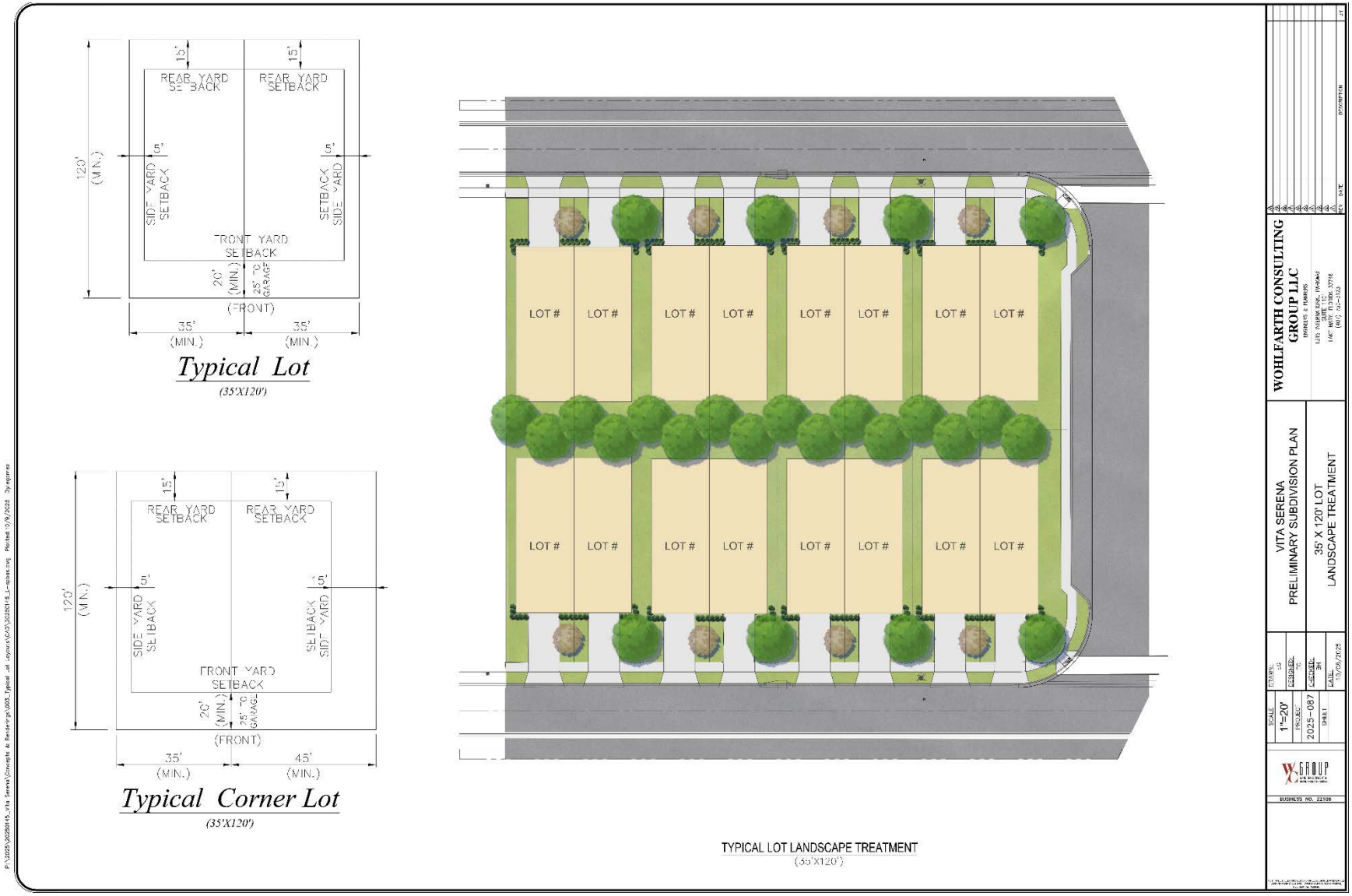
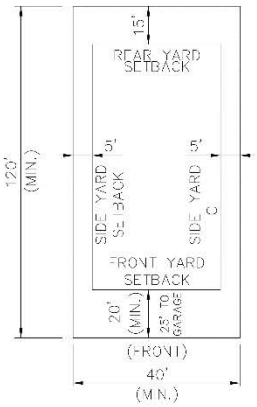

PROJECT LOCATION
LOCATION MAP
NOT TO SCALE
Typical Street Signs
N.T.S.
Typical Light w/ Pole Detail
LIGHT PROVIDED BY DUKE ENERGY
WOHLFARTH CONSULTING GROUP LLC
VITA SERENA
PRELIMINARY SUBDIVISION PLAN
OVERALL MASTER
DEVELOPMENT PLAN (1" = 200')
1"=200'
C-3.00

EXHIBIT "C"

Landscaping for Buffers and Internal Lots

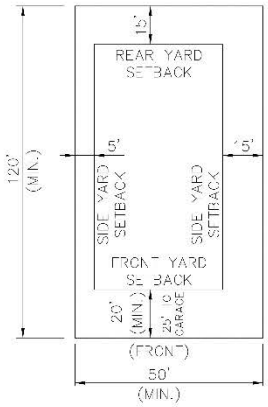



15'
REAR YARD SETBACK
REAR YARD SETBACK
120' (MIN.)
5'
SIDE YARD SETBACK
5'
SETBACK SIDE YARD
FRONT YARD SETBACK
20' (MIN.)
25' TO GARAGE
(FRONT)
35' (MIN.)
35' (MIN.)
Typical Lot
(35'X120')
15'
REAR YARD SETBACK
REAR YARD SETBACK
120' (MIN.)
5'
SIDE YARD SETBACK
5'
SETBACK SIDE YARD
FRONT YARD SETBACK
20' (MIN.)
25' TO GARAGE
(FRONT)
35' (MIN.)
45' (MIN.)
Typical Corner Lot
(35'X120')
LOT #
TYPICAL LOT LANDSCAPE TREATMENT
(35'X120')
WOHLFARTH CONSULTING GROUP LLC
VITA SERENA
PRELIMINARY SUBDIVISION PLAN
35' X 120' LOT
LANDSCAPE TREATMENT
SCALE: 1"=20'
PROJECT: 2025-087
DRAWN: SG
DESIGNED: TC
CHECKED: SH
DATE: 10/09/2025
SHEET
BUSINESS NO. 22108



Typical Lot

(40'X120')



Typical Corner Lot

(40'X120')



TYPICAL LOT LANDSCAPE TREATMENT
(40'X120')

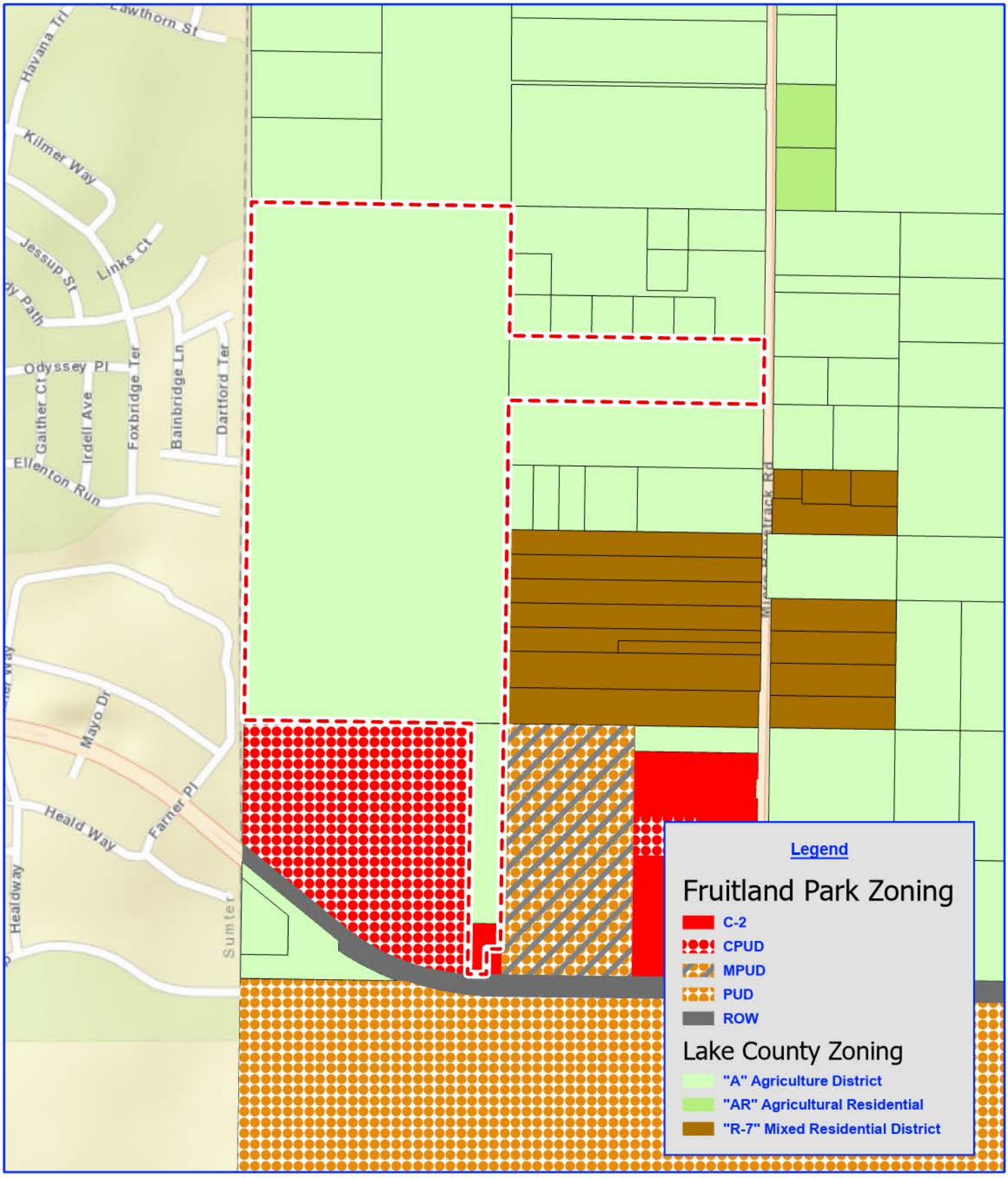
WOHLFARTH CONSULTING GROUP LLC

VITA SERENA
PRELIMINARY SUBDIVISION PLAN

40' X 120' LOT
LANDSCAPE TREATMENT

SCALE: 1"=20'
PROJECT: 2025-087
SHEET:
DRAWN: SG
DESIGNED: TC
CHECKED: SH
DATE: 10/09/2025

BUSINESS NO. 22108



N
W E
S

160 0 160 320 480 640 800 Feet

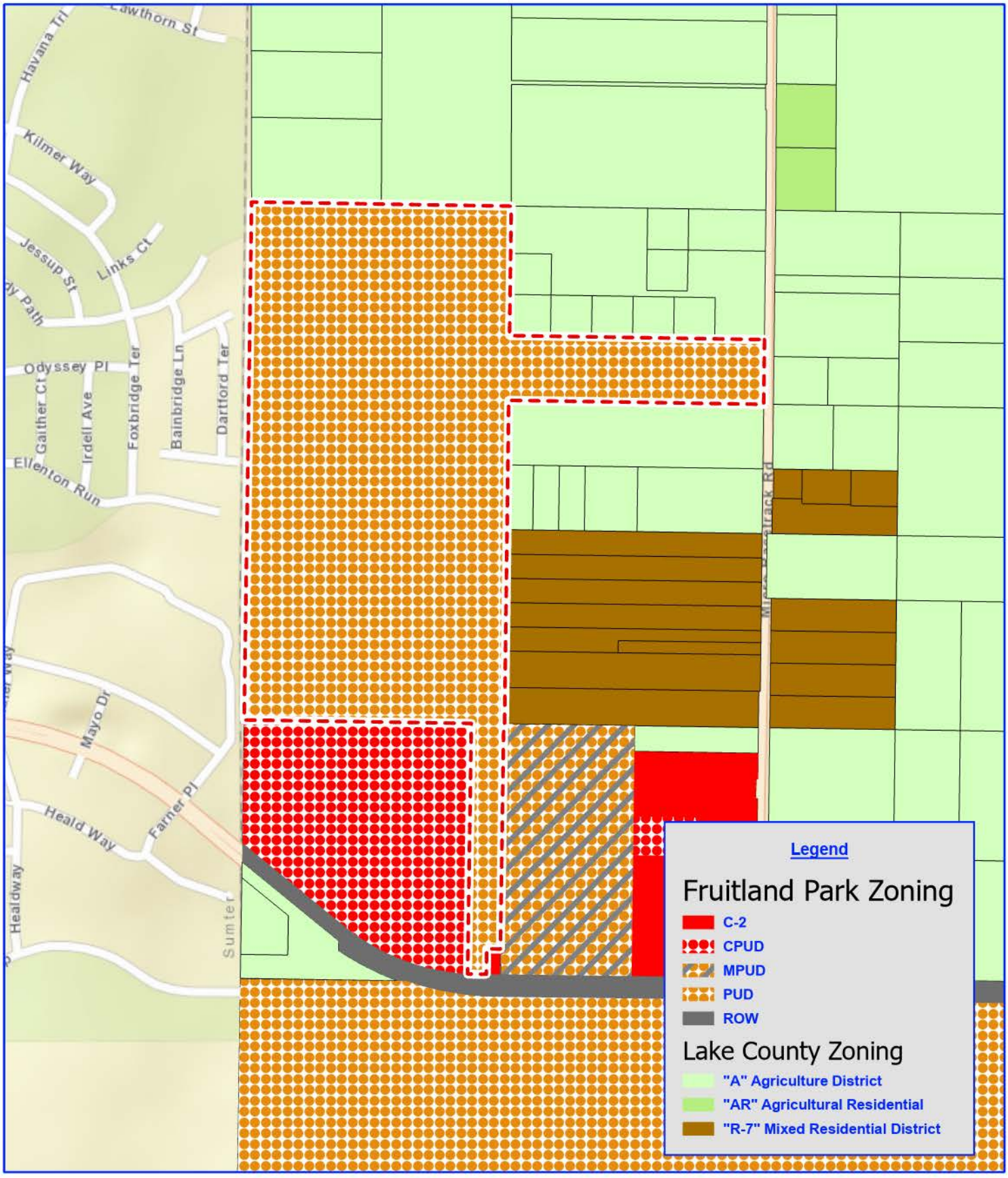
Scale: 1:8,000

Vita Serena

Fruitland Park, Florida
Existing Zoning Map

Project:398/25/04
File: Existing Zoning
Name: Vita Serena
PM: S. Lindh
Date: May 1, 2025
Created By: T. Kalebaugh

LAND PLANNING GROUP
URBAN AND REGIONAL PLANNERS



N
W E
S

160 0 160 320 480 640 800 Feet

Scale: 1:8,000

Vita Serena

Fruitland Park, Florida
Proposed Zoning Map

Project:398/25/04
File: Proposed Zoning
Name: Vita Serena
PM: S. Lindh
Date: May 1, 2025
Created By: T. Kalebaugh

LAND PLANNING GROUP
URBAN AND REGIONAL PLANNERS

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

ANNEXATION, LARGE SCALE COMP PLAN AMENDMENT AND REZONING

Owner: **Joseph C. Burke, Jr., Trustee**

Applicant: **Vita Serena Development, LLC – Richard Wohlfarth, P.E.**

General Location: **North side of CR 466A & West of Micro Racetrack Road**

Number of Acres: **95.44 ± acres**

Existing Zoning: **Lake County Agriculture and City C-2**

Existing Land Use: **Lake County Rural (1 unit/5 acres) and City Commercial**

Proposed Land Use: **Multi-Family Low Density (8 units/acre)**

Proposed Zoning: **Planned Unit Development (PUD)**

Date: **October 6, 2025**

Description of Project

The proposed development consists of 410 units, which appear to be 155 SF units on 40' lots, 101 SF units on 50' lots, and 154 villa (duplex) units on 35' lots. The requested building heights for the single-family units are 2-story (35'). The minimum living area proposed for the single-family is 1,200 SF. The proposed gross density is 4.30 units/acre. The project at build out is anticipated to have a population of 959 residents (2.34 pph x 410 units).

	Surrounding Zoning	**Surrounding Land Use**
North	Lake County Agriculture (Ag)	Lake County Rural (1 unit/5 net acres)
South	Commercial PUD & PUD	Commercial & Villages of Fruitland Park DRI
East	Lake County Ag and R-7, City MUPUD & C-2	Lake County Rural (1 unit/5 net acres), Commercial and MFHD
West	Sumter County RPUD	Sumter County Mixed Use – The Villages of Sumter

Assessment

Chapter 152, Section 152.040(e) list criteria for review of comprehensive plan and rezoning amendments as follows:

1) Consistency with the Comprehensive Plan, or in the case of a Plan amendment, consistency with the remainder of the Plan and its goal, objectives and policies.

Staff conducted an analysis as outlined below under Comprehensive Plan.

2) Consistency with applicable sections of the Land Development Code.

Chapter 154, Section 154.030(11) indicates that a conceptual or preliminary plan is required for the rezoning which the applicant has submitted. Please see additional comments regarding the preliminary plan outlined below in the staff report.

3) Additionally, as to rezoning amendments:

A) Whether justified by changed or changing conditions.

Annexation requires an assignment of a city zoning district. In order to accommodate the proposed mixed use house types a rezoning to Planned Unit Development (PUD) is required.

B) Whether adequate sites already exist for the proposed district uses.

A PUD zoning allows for specific development criteria allowing for a mix of lot or housing types which cannot be achieved by a straight zoning category. The proposed development requires a PUD zoning which the applicant has applied for.

C) Whether specific requirements of the Land Development Code are adequate to ensure compatibility with adjoining properties as required by the Comprehensive Plan.

Any proposed development must comply with the land development regulations including landscape buffers which assist in buffering adjacent uses. The applicant submitted a statement indicating that the current land use is County Rural and City Commercial. The proposed Multi-Family Low Density (8 units/acre) is compatible to the adjacent land uses of Sumter County Mixed Use, Multi-Family High Density and provides a transition of density with the proposed density of 4.30 units/acre per the PUD zoning

Annexation

The subject site consisting of 4 parcels is contiguous and compact to the city limits along the southern property boundary of the main 80.76 acre parcel, eastern and western boundaries of two of the parcels, and therefore is eligible for voluntary annexation.

Preliminary Plan

The proposed development consists of 410 units, consisting of 155 single family (SF) units on 40' x 120' lots (4,800 SF), 101 SF units on 50' x 114 (6,000 SF), and 154 villa units on 35' x 120' lots (4,200 SF). The applicant is requesting a waiver from Chapter 154 which indicates that the residential districts maximum building coverage is 30% to allow a maximum building coverage of 55%. It is proposed to develop the site in three (3) phases. Setbacks requested are as follows:

Front: 20'
Front Garage: 25'
Rear – 15'
Side – 5'
Side Street – 15'
Accessory Structure, including pool enclosure – 5'

An exception to the above setbacks is for the 50' lots 23 – 35 with a rear setback of 14' unless adjacent to parking of 13'.

The survey indicates an existing 170' wide utility easement granted to Florida Power near the western boundary. The plans indicate road crossings and open space within the easement.

Chapter 154, Section 154.030(H) identify open space requirements of 25% of the total project area (23.86 acres) shall be established for common open space. Further, common open space set aside for recreational use shall be suitable improved. Based on the size of the development, it is highly recommended that at least 4 amenities be provided. Amenities include an amenity building with pool, two (2) dog parks, and pickleball courts. The plans indicate 30.78 acres of open space; however, approximately 15.554 acres of open space includes buffers, recreation, WRA with dog park and open areas with the remaining 15.226 acres being dry retention ponds. Please be advised if dry retention ponds are being utilized for open space they will need to designed as an amenity (i.e. trails, dog park, etc.).

Chapter 164, Section 164.030(b) indicates that the buffers within a PUD are to be reviewed individually with each application. The plan does indicate that they are providing a 25' perimeter buffer with notes indicating that they will meet the LDR requirement. Please be advised that Chapter 164, Section 164.030(b) identifies that a 25' buffer is a Type "C" consisting of 5 canopy trees, 4 understory trees, and 30 shrubs per 100'. It appears the applicant is proposing buffer type plantings that do not conform to the LDR buffer types which will require a waiver. Please also be advised that stormwater ponds are not allowed within the buffers (Chapter 164, Section 164.030(c)).

Chapter 157 and Chapter 164, Section 164.090(c) require the submittal of a tree survey and mitigation plan, if trees are proposed to be removed.

The approved development abutting the project to the south formerly known as The Commons, a commercial development. The applicant should consider cross access to the site such as a golf cart path or multi-modal trail.

It is recommended that the applicant submit proposed elevations of the units.

Environmental

An environmental assessment was conducted by Modica & Associates and results of the assessment indicates the presence of gopher tortoises. There are no wetlands, waterbodies or 100-year flood zones. Prior to development the appropriate regulatory permits will be secured.

Concurrency

Schools – It is staff's understanding that school mitigation is required and the applicant is currently working with Lake County Schools on an agreement.

Solid Waste Impact Analysis **-** The LOS for solid waste is 2 collections per week pursuant to Public Facilities Policy 4-6.1. The City utilizes a private waste hauler through a franchise agreement. The amendment will not cause a deficiency the LOS.

Utility Impact Analysis – The subject site is within the City of Fruitland Park Utility Service Area and central water is available. The LOS for water is 172 gallons per resident per day pursuant to Public Facilities Policy 4-10.1. The estimated population based on US Census data (estimated 2023) of 2.34 persons per household is 959. The estimated water usage is .16 mgpd.

The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.879 MGD and the permitted consumptive use permit capacity is 1.389 MGD (CUP 2482-7). The City has a current available capacity of .284 mgpd and an analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.124 mgpd.

The City of Fruitland Park provides sanitary sewer. The City of Fruitland Park has an agreement with the Town of Lady Lake to treat sewage and the maximum capacity is 500,000 gallons per day (0.5 mgd). The City currently has an available capacity of 0.188 mgd for concurrency purposes (includes Invco amendment). The LOS for sanitary sewer is 122 gallons per resident per day pursuant to Public Facilities Policy 4-2.1. The estimated population based on US Census data (estimated 2023) of 2.34 person per household is 959. The estimated sanitary sewer usage is 0.116 (mgd). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.072 (mgd).

Comprehensive Plan Amendment

Residential Needs Analysis – The housing element data and analysis indicates that the city requires a minimum of 5,460 additional dwelling units to meet the projected need through 2035. The FLU map when adopted indicated that within the existing corporate limits the future land use map provided for the ability of an additional 8,371 units. To date the city has approved approximately 4,405 units of which 1,608 units were designated as multi-family. Based on the above, there is a minimum need of an additional 1,055 units to meet the projected need within the existing corporate limits. The proposed project would add an additional 410 units.

Comprehensive Plan Compliance

The subject amendment is consistent with the following Comprehensive Plan policies, among others. The amendment will further the City's goals in meeting projected housing demands through 2035.

FLU Policy 1-1.1: Adequate Residential Land Area. The Future Land Use Map shall designate sufficient land area for residential land uses according to a pattern which promotes neighborhood cohesiveness and identity, and which enables efficient provision of public facilities and services. ***The City shall allocate a reasonable amount of land above identified needs to avoid economic impacts which a controlled supply of land places on land values and market potential***.

FLU Policy 1-1.2: Density and Intensity Standards and Table 1-1 – Multi- Family Low Density, 8 units/acre.

FLU Policy 1-2.1: **Promote Orderly, Compact Growth.** Land use patterns delineated on the Future Land Use Map shall promote orderly, compact growth. The City shall encourage growth and development in existing developed areas where public facilities and services are presently in place and in those areas where public facilities can provide the most efficient service.

Policy 1-1.5: **Multiple-Family Low Density.** Development in this land use category shall be limited to single-family detached, single-family attached, two-family (duplex), multi-family homes, and mobile homes. However, mobile homes shall only be permitted in mobile home parks subdivisions. Density shall not exceed 8 dwelling units/acre; however, density shall be limited to 4 dwelling units/acre unless a centralized sanitary sewer system is provided. Small scale commercial uses may be permitted adjacent to major highways provided they are intended to provide for the daily needs of residents within the development and the adjoining residential area. Such businesses will generally not exceed 15,000 sq. ft. in size and will require Planned Unit Development (PUD) zoning.

Policy 1-3.1: **Planned Unit Development.** Planned unit development techniques shall be used as a management strategy for promoting smart growth principles, negotiating innovative

development concepts, design amenities, and measures intended to encourage unique planning concepts not attainable with certainty under conventional zoning or to protect environmentally, historically, or archaeologically significant sites.

Policy 2-1.7: **On-Site Transportation Improvements**. The following standards shall apply to new development in order to ensure safe and convenient on-site traffic flow that provides for the circulation and parking needs of both motorized and non-motorized transportation: requiring developments to comply with applicable State and County access management requirements; requiring development to provide adequate vehicle parking and loading areas, if applicable, based on the type of land use approved; requiring the provision of bicycle storage facilities for commercial, industrial, institutional/public facility land uses; and requiring on-site trafficways to be built to widths adequate to accommodate the amount and type of traffic to be generated by the type of land use approved.

Policy 3-1.2**: Promote a Diversity of Housing Types.** The City's Future Land Use Map shall designate acreage to allow a wide range of housing types to accommodate a diversity of housing need. These may include single family attached, zero lot lines, cluster development, multi-family homes and apartments, mobile homes, and the construction of smaller homes.

Urban Sprawl Analysis

Section 163.3177, Florida Statutes (FS), requires any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Specifically, Section 163.3177(6)(a)9a, identifies 13 primary urban sprawl indicators and states that "the evaluation of the presence of these indicators shall consist of an analysis of thew plan or plan amendment within the context of features and characteristics unique to each locality…"

An evaluation of each primary indicator is provided below.

I. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single use development or uses.

The proposed amendment does not contain low-density or low-intensity development. The applicant's request and related development propose a mixed housing type development with associated amenities. The request supports the City's objective of allocating sufficient land area to meet their projected long-term residential needs and provide a diversity of housing types.

II. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

While the property is currently designated Rural by Lake County, the proposed development is located in an urbanizing area and adjacent to a developing CR 466A

corridor. The property is adjacent to existing Commercial land use designations within the City and within Sumter County associated with The Villages development which is located adjacent to the subject site.

III. Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

The proposed amendment is not isolated or in an area of strip development. The subject property is along the developing CR 466A corridor, and as development has progressed, has created a pattern of infill development in the area.

IV. Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

There are no wetlands, flood zone, or environmentally sensitive areas on the site.

V. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

The proposed amendment will not have an adverse impact on agricultural activities within the County or City. Further, 25' landscape buffers are proposed around the perimeter.

VI. Fails to maximize use of existing public facilities and services.

The proposed amendment and associated uses will utilize existing facilities available in the area without degrading adopted LOS.

VII. Fails to maximize use of future public facilities and services.

The proposed amendment will utilize current and future improvements to the City's public facilities and services, as may be required; the surrounding area is currently served by existing public facilities and services. Other than extensions of individual services into the site, no significant extension or capital projects are required (anticipated) to serve the property.

VIII. Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

The proposed use of the site will not disproportionately increase the cost of public services in the area, as facilities are currently in place or already approved to service the area.

Conclusions

The proposed comp plan amendment is consistent with the City's comprehensive plan and is not consisted urban sprawl. The proposed rezoning to PUD and waiver requests meet the minimum technical requirements of the LDRs.

From:	Richard Wohlfarth
To:	Sharon Williams
Cc:	Andon Calhoun; Bill Field; Opsahl, Logan; Anita Geraci
Subject:	Vita Serena
Date:	Sunday, December 28, 2025 9:17:11 AM
Attachments:	image001.png Vita Serena - Phase 1 Plat-Dec 22 Rev c-Model.pdf

---

Sharon

Happy New Year.
After the P and Z meeting we looked at the options fo the project and made some strategic changes to address comments form the board and the residents. We also did some research to identify and verify some comments made during the meeting. Below is a list of the changes that we made. My staff are working on an updated Master Development Plan and Logan will be updating the Master Development Agareement. We are attempting to have both out early next week.
Of significance is the change from Multi-Family Low Density that would allow 8 DU/Acres. By reducing the units from 410 to 346, we now have a density of 3.63 DU/Acre or a Land Use of Single-Family-Medium Density (4 DU/Acre). We reduced the units by eliminating ALL 35' X 120' Duplex Units.
We also eliminated all the units west of the power lines and replaced those units with open space (Dry Retention Areas). This moved all the units away from the western development. Originally the distance was 25', it is now 370'
All the units along the project boundary are 50' in width. The smaller lots are internalized.
I have attached the line work fo the revised plan. Let's talk on Monday so we can coordinate the package for the City Commission.

Changes Since the Planning and Zoning Board

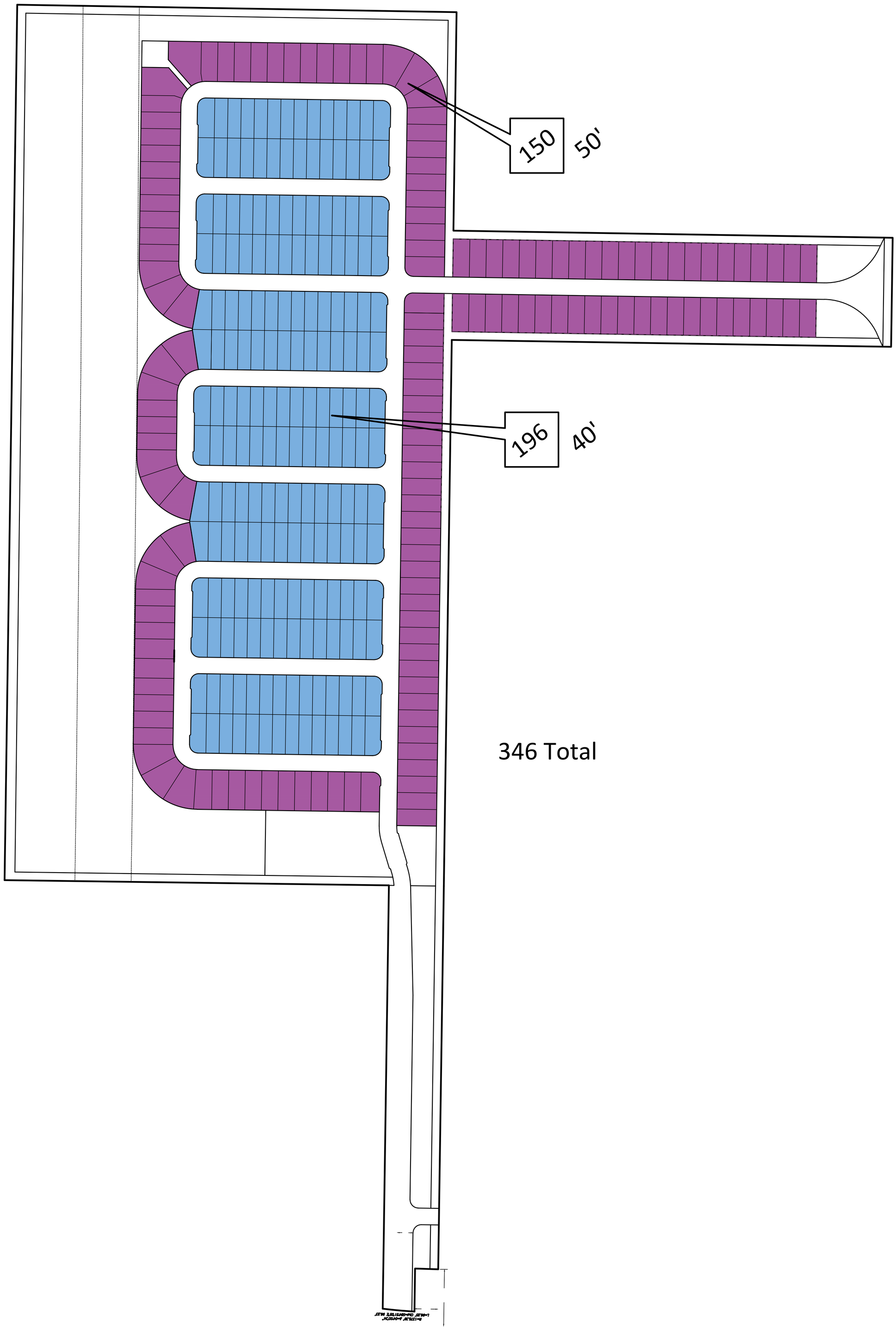
December 18th, 2025

1. Eliminated the 35' X 120' Lot Sizes
2. Reduced the number of Units from 410 to 346
3. Changed the Proposed Land Use from Multi-Family- Low Density (8 DU/Acre) to Single Family- Medium Density (4 DU/Acre)
    a. Maximum number of Units from 763 Units to 346 Units
4. Removed Units west of the Power Lines
5. All Boundary Units are 50 feet wide
6. Moved the closest Unit on the west from 25 Feet to 370 Feet

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
1315 South International Parkway

Site 1101
Lake Mary, Florida 32746
407-750-3123
407-350-9090

I use the free version of Spam Reader to get rid of spam. The Professional version doesn't have this disclaimer in outgoing emails. Try Spam Reader for free now!



346 Total

The Villages
DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

Before the undersigned authority personally appeared **Amber Sevison** who on oath says that he or she is Legal Ad Coordinator of the Villages DAILY SUN, a daily newspaper published in Sumter County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad **# 01281862** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

DECEMBER 4, 2025
DECEMBER 11, 2025

Affiant further says that the Daily Sun is a newspaper that complies with all legal requirements for publication in chapter 50, Florida Statutes.

(Signature Of Affiant)

Sworn to and subscribed before me this 11 day December. 2025.

Robin L Baldeschwieler, Notary

Personally Known X or
Production Identification
Type of Identification Produced

ROBIN L. BALDESCHWIELER
Notary Public - State of Florida
Commission # HH 588770
My Comm. Expires Oct 10, 2028
Bonded through National Notary Assn.

NOTICE OF PUBLIC HEARING

ORDINANCE 2025-025

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 93.74 ± ACRES OF LAND GENERALLY LOCATED NORTH OF CR 466A AND WEST OF MICRO RACETRACK ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; SETTING AN EFFECTIVE DATE.

ORDINANCE 2025-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY RURAL TO CITY MULTI-FAMILY LOW DENSITY ON 95.44 +/- ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF MICRO RACETRACK ROAD; 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.

ORDINANCE 2025-027

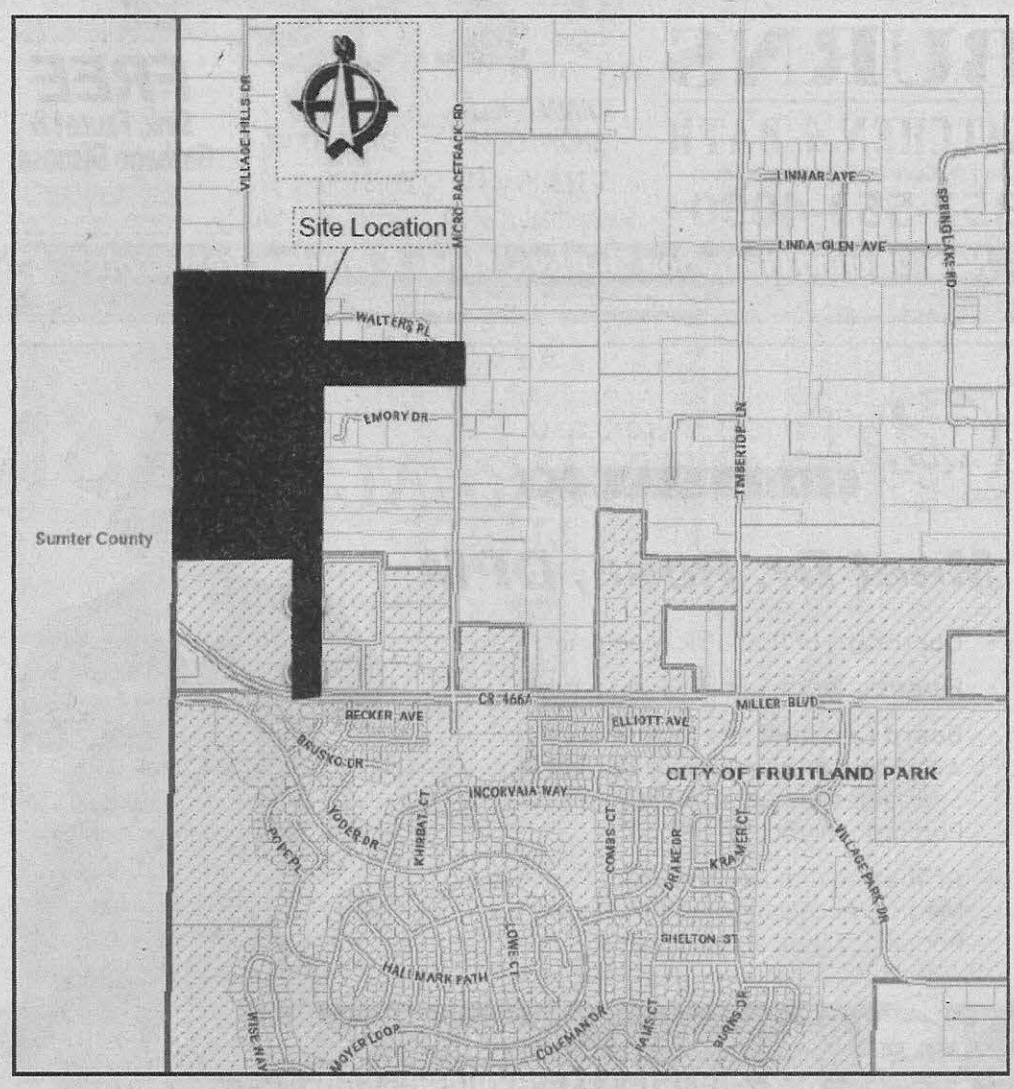
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 95.44 + ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE AND CITY OF FRUITLAND PARK GENERAL COMMERCIAL (C-2) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

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

Planning & Zoning Board Thursday, December 18, 2025 @ 6:00 p.m.
City Commission Reading Thursday, January 8, 2026 @ 6:00 p.m.
Land Planning Agency Meeting, January 8, 2026 @ 6:15 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 Ordinances 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 Ordinances.

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 Statues, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Gwen Johns, 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: 7c

ITEM TITLE: **First Reading and Quasi-Judicial Public Hearing Ordinance 2025-030 Rezoning to MPUD –** Enclave at Lake Geneva Parcels G & H for 45.31 +/- acres generally located between Lake Ella Road and South to Spring Lake Road. Petitioner: Fruitland Park Development VI, LLC - Richard Wohlfarth, on behalf of the owner, Fruitland Lake Ella, LLC.

MEETING DATE: January 8, 2026

DATE SUBMITTED: December 22, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

BRIEF NARRATIVE: The applicant is seeking small-scale comprehensive plan amendment and rezoning to MPUD (Mixed Planned Unit Development) for approx. 45.31 +/- acres to include the 45.31-acre parcels into the existing Enclave at Lake Geneva A-F (Ordinance 2025-011) for a total project site of 190.38 acres and develop an additional 120 single family homes with approx. 135,000 SF of commercial consisting of a retail/restaurant, grocery store, liquor store, and a commercial building. Two approved units were transferred from Parcel B to Parcel G for a total of 122 units for parcels G&H. Overall, the total number of homes would increase from 421 to 541 units. The gross density would change from 3.10 units/acre to approximately 3.25 units/acre. Owner/Developer to provide a tot lot, pocket park, dog park, and passive recreation. The project is anticipated to have a minimum of **four (4) access points (outlined in the Master Development Agreement Draft).** P&Z Board meeting minutes of 12/18/2025 have been included for information.

FUNDS REQUIRED: None

ATTACHMENTS: Ordinance 2025-030, master development agreement, concept plan, existing and future zoning maps, location map

RECOMMENDATION: Recommend to consider approval/denial of Ordinance 2025-030

ACTION:

ORDINANCE 2025-030

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 45.31 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA TO THE CITY OF FRUITLAND PARK DESIGNATION OF MPUD, MIXED PLANNED UNIT DEVELOPMENT WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK FOR THE PROPERTY BEING REZONED; 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 that approximately 31.75+/- acres of real property more particularly described herein be rezoned to City of Fruitland Park MPUD; and

WHEREAS, the owner seeks to develop the property as part of the previously approved Enclave at Lake Geneva project in accordance with the Master Development Agreement being approved by this Ordinance; and

WHEREAS, the property has a future land use designation of Mixed Community as shown on the City of Fruitland Park Comprehensive Plan Future Land Use Map; and

WHEREAS, the adopted zoning of Mixed 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 45.31 ± acres of land located south of Lake Ella Road, Fruitland Park, shall hereafter be designated as Mixed Planned Unit Development (MPUD) as defined in the Fruitland Park Land Development Regulations. The property is more particularly described as:

LEGAL DESCRIPTION: See Exhibit A and depicted in Exhibit B.

Section 2. That the City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. That the zoning classification is consistent with the Comprehensive Plan of the City of Fruitland Park, Florida.

Section 4. The property described in Exhibit C consisting of 45.31 +/- acres must be developed consistent with the attached Master Development Agreement attached hereto as **Exhibit C**, which is adopted herein by the City Commission of the City of Fruitland Park, Florida.

Section 5. 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 6. 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. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. 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:

_____
Gwen Johns, City Clerk
(SEAL)

Approved as to Form:

_____
Anita Geraci-Carver, City Attorney

	(Yes)	(No)	(Abstained)	(Absent)
Mayor Cheshire				
Vice Mayor DeGrave				
Commissioner!Williams				
Commissioner!Cosenza!				
Commission Raysin				

Passed First Reading : _____

Passed Second Reading: _____

EXHIBIT A TO ORDINANCE
Legal Description

BUSINESS NO. 32108

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS

1315 South International Parkway Suite 1101
Lake Mary, Florida 32746
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE SOUTH 89°51'28" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1,327.16 FEET; THENCE SOUTH 00°16'00" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 50.00 FEET, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE WEST AND SOUTH BOUNDARIES OF THAT CERTAIN LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5924, PAGE 323, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°16'00" WEST, A DISTANCE OF 68.84 FEET; THENCE SOUTH 89°45'01" EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 00°16'00" WEST, A DISTANCE OF 305.00 FEET; THENCE SOUTH 89°51'34" EAST, A DISTANCE OF 285.97 FEET, THE FOLLOWING FOUR (4) DESCRIBED COURSES BEING ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27/441 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP F.P. NO. 238395-4, SECTION 11040; THENCE SOUTH 02°14'34" WEST, A DISTANCE OF 383.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 34,492.34 FEET, A CENTRAL ANGLE OF 00°13'46", A CHORD BEARING OF SOUTH 02°07'41" WEST AND A CHORD DISTANCE OF 138.12 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 138.12 FEET; THENCE NORTH 87°59'12" WEST ALONG A NON-TANGENT LINE, A DISTANCE OF 5.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 34,497.34 FEET, A CENTRAL ANGLE OF 00°01'49", A CHORD BEARING OF SOUTH 01°59'53" WEST AND A CHORD DISTANCE OF 18.25 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 18.25 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 300 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NON-TANGENT TO THE LAST DESCRIBED CURVE NORTH 89°50'42" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 337.72 FEET; THENCE SOUTH 00°16'00" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 362.86 FEET; THENCE NORTH 89°49'55" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1,330.49 FEET; THENCE NORTH 00°24'38" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1,325.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 45.307 ACRES (1,973,589 SQUARE FEET), MORE OR LESS.

NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID NORTH LINE HAVING AN ASSUMED BEARING OF SOUTH 89°51'28" EAST.
5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: Enclave at Lake Geneva
LOCATION: City of Fruitland Park, Lake County, Florida

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING GROUP LLC:

WILSON E. WAY, P.S.M.
PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

REVISIONS	DATE	BY

DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
10/17/25	BF	WW	N/A

SHEET 1 OF 2

PROJECT NO. A33

C:\Users\Bill\AppData\Local\Temp\AcPublish_2540\ENCLAVE AT LAKE GENEVA - G-H C2 ZONING.dwg

BUSINESS NO. 32108

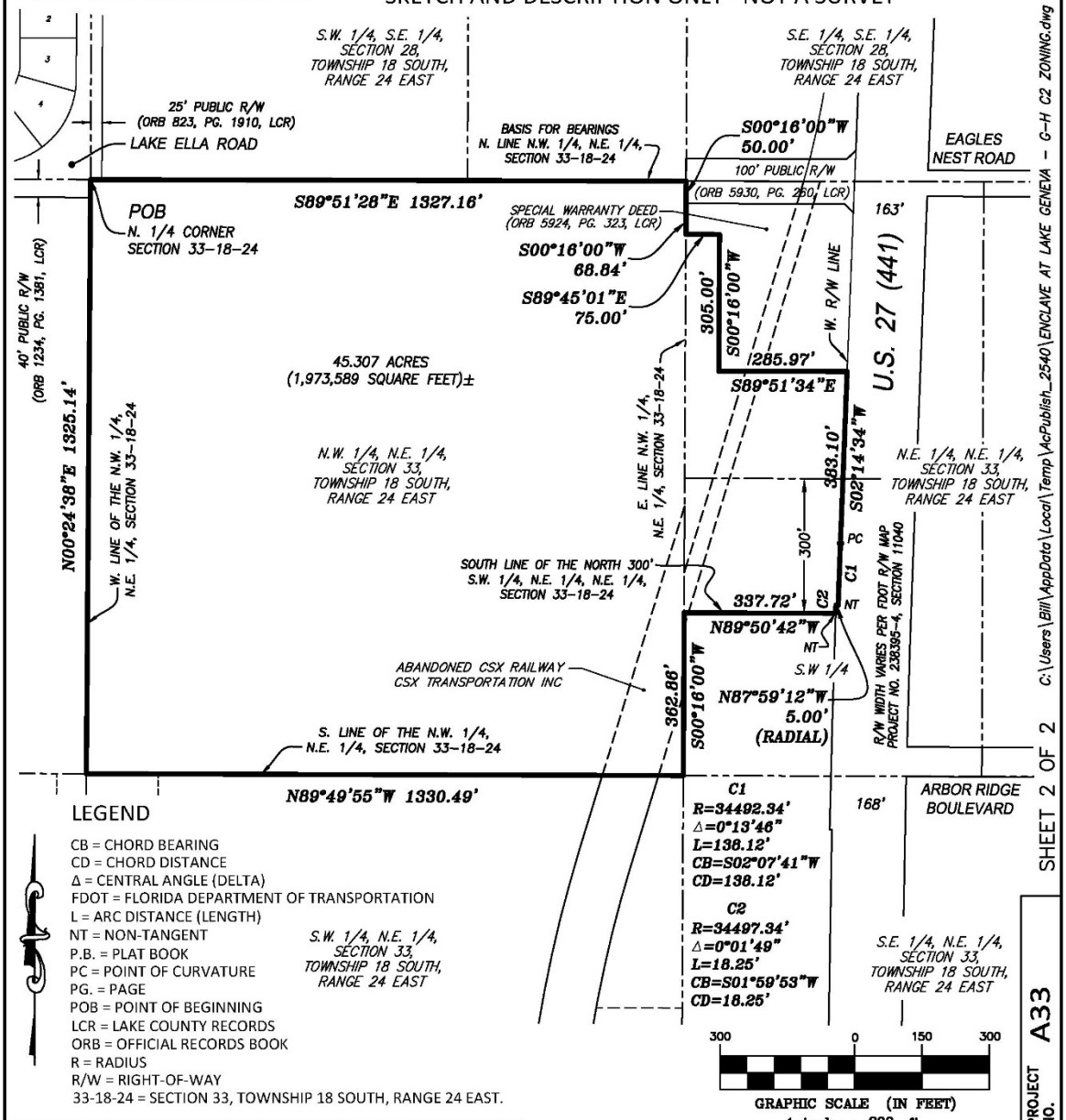
WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS

1315 South International Parkway Suite 1101
Lake Mary, Florida 32746
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY - NOT A SURVEY



LEGEND

CB = CHORD BEARING
CD = CHORD DISTANCE
Δ = CENTRAL ANGLE (DELTA)
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
L = ARC DISTANCE (LENGTH)
NT = NON-TANGENT
P.B. = PLAT BOOK
PC = POINT OF CURVATURE
PG. = PAGE
POB = POINT OF BEGINNING
LCR = LAKE COUNTY RECORDS
ORB = OFFICIAL RECORDS BOOK
R = RADIUS
R/W = RIGHT-OF-WAY
33-18-24 = SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST.

REVISIONS	DATE	BY

DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
10/17/25	BF	WW	N/A

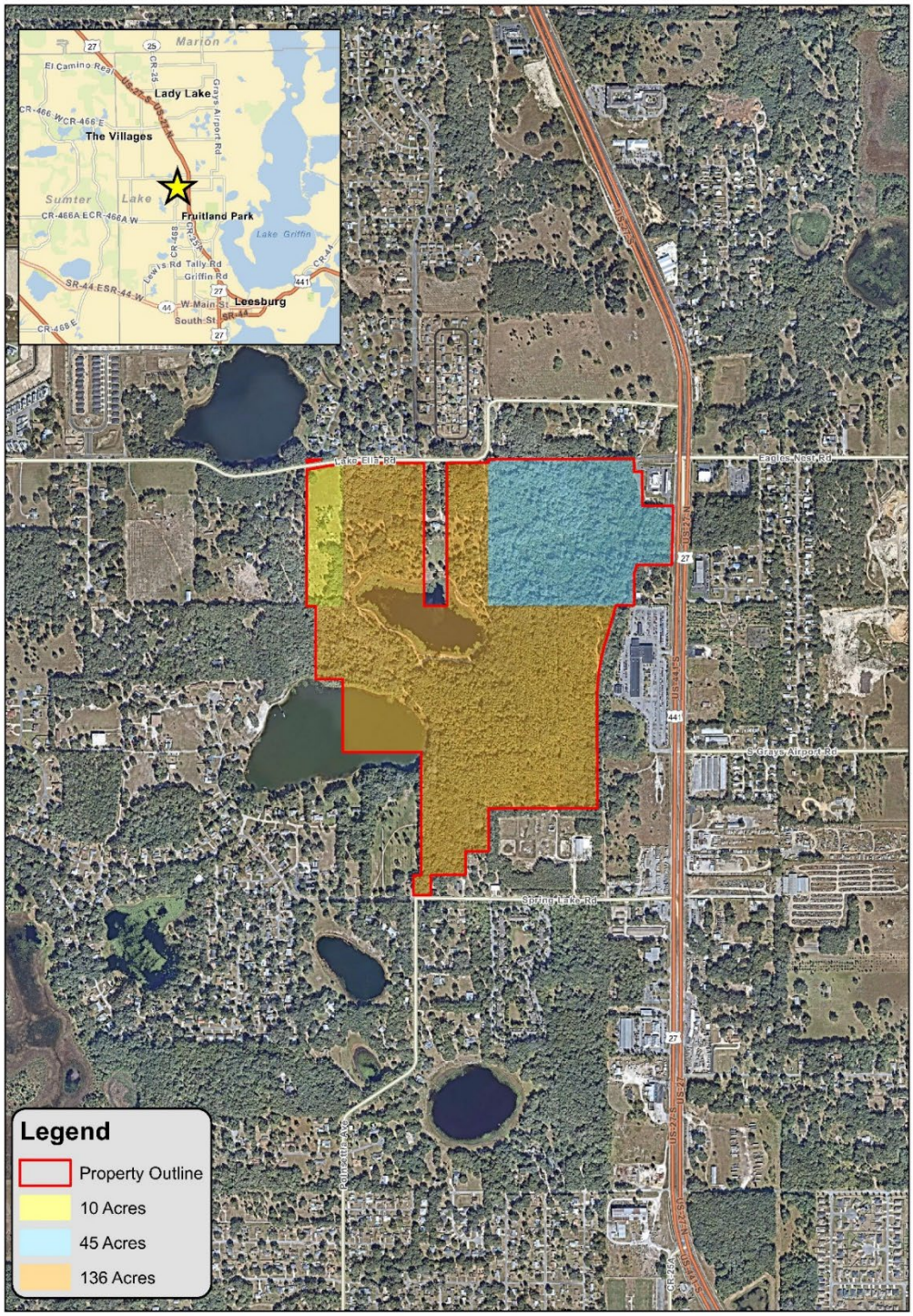
PROJECT NO. A33

SHEET 2 OF 2

C:\Users\Bill\AppData\Local\Temp\AcPublish_2540\ENCLAVE AT LAKE GENEVA - 6-H C2 ZONING.dwg

EXHIBIT B TO ORDINANCE

Map of Property being Rezoned



WC GROUP LAND DEVELOPMENT & ENGINEERING SERVICES

Enclave at Lake Geneva
Aerial Map

0 250 500 1,000
Feet

N

EXHIBIT C TO ORDINANCE
Master Development Agreement

[See Attached]

Record and Return to:
City of Fruitland Park
Attn: City Clerk
506 W. Berckman Street
Fruitland Park, Florida 34731

MASTER DEVELOPMENT AGREEMENT
ENCLAVE AT LAKE GENEVA MPUD

THIS AGREEMENT is entered into and made as of the _____th day of _____, 2026, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation,** (hereinafter referred to as the "City"), and **FRUITLAND LAKE ELLA, LLC** (hereinafter referred to as the "Owner").

RECITALS

1. The Owner seeks to rezone 45.31 +/- acres of real property within the City of Fruitland Park, described and depicted as set forth on **Exhibit "A"** attached to and incorporated in this Agreement (hereafter referred to as the "Property" to Mixed Use Planned Unit Development (MPUD); and

2. The Property is currently located within the City of Fruitland Park and is currently zoned City of Fruitland Park Mixed-Use Planned Unit Development and City General Commercial (C-2) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Mixed Community (MC) " and "Commercial (COMM)."

3. Owner has filed an application for a small-scale comprehensive plan amendment to change the future land use designation for a portion (Alt. Key No. 1284422) of the Property from Commercial to Mixed Community (MC).

4. Owner has filed an application to rezone the Property to Mixed Use Planned Unit Development (MPUD).

5. The Property is being developed as part of a larger project known as Enclave at Lake Geneva consisting of Parcels A-F.

6. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

7. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

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

9. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

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

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

Section 2. **Conditions Precedent.** Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

Section 3. **Land Use/Development.** Development of the Property shall be substantially consistent with the "MPUD Conceptual Plan" prepared by Wohlfarth Consulting Group, LLC, dated October 22, 2025, and attached as **Composite Exhibit "B"** (which may be referred to as the "Plan" or the "MPUD Master Plan" or "Development Plan"). The project shall be developed in accordance with the Permitted Uses set forth below. All development shall be consistent with City's "MPUD" (Mixed Use Planned Unit Development) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. **Permitted Uses.** Permitted Uses shall include:

a. Single family not to exceed 121 units.
b. Recreation amenities.
c. Commercial Uses specified under C-1 Zoning in accordance with the City's Land Development Regulations, as well as the commercial uses specified under C-2 Zoning.

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

a. Minimum Open Space 25%, which may include all buffers, recreation and other pervious area not located within platted road right of way. Stormwater ponds may not be utilized for open space.
b. Maximum Building Height of thirty-five feet (35'), measured to the mean height of hip or gabled roofs.
c. Minimum Setback requirements, as measured from the MPUD perimeter property lines shall be:
    i. North: Twenty-five feet (25')
    ii. South: Fifty feet (50'), except if adjacent to Enclave at Lake Geneva Residential PUD, 0' is allowed.
    iii. East: Twenty-five feet (25')

iv. West: Twenty-five feet (25'), except if adjacent to Enclave at Lake Geneva Residential PUD, 0' is allowed.

d. Density may not exceed 4.30 du/ac.

Single Family Detached:

i. Minimum Building Setbacks
   a. Front: 20 feet
   b. Front-Garage: 25 feet
   c. Side: 5 feet (between building pads)
   d. Side: 15 feet (building to street), adjacent to parking, 13 feet
   e. Rear: 15 feet, except 5 feet for patio, pool and screen structures

40' Lots:

ii. Minimum Living Area: 1,200 SF
iii. Minimum Lot Width: 40 feet
iv. Minimum Lot Area: 4,800 SF
v. Maximum Impervious Surface Ratio (Lots): 75%
vi. Maximum Building Coverage: No more than 55% of Lot Area

50' Lots:

vii. Minimum Living Area: 1,200 SF
viii. Minimum Lot Width: 50 feet
ix. Minimum Lot Area: 6,000 SF
x. Maximum Impervious Surface Ratio (Lots): 75%
xi. Maximum Building Coverage: No more than 55% of Lot Area

e. Open space shall not be less than twenty-five (25) percent of the total property area. Stormwater ponds may not be included as open space.

f. Parking: The Owner will be required to meet the parking requirements of the Fruitland Park Land Development Regulations.

g. Type "C" landscape buffers of twenty-five feet (25') shall be provided along the MPUD perimeter property boundaries.

h. Recreational amenities. At a minimum the following must be provided:

   i. Tot Lot
   ii. Pocket park
   iii. Dog park
   iv. Passive recreation

Section 6. <u>Design Standards</u>.

Design Standards for Residential shall be as follows:

a. Single-family development shall meet the R-4 SFMD zoning development standards, except where in conflict with this Master Development Agreement.

b. 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. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the 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
   10) Metal roofs
   11) Decorative Corbels and Brackets

c. 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:
   i. The exterior wall area may be any type of lap siding and/or stucco, including 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 would not be allowed under this option.) The exterior may include full width or cast brick or stone.
   ii. 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.

d. Details, such as, brackets, corbels, decorative panels, may be made from alternative materials, such foam with a hard shell finish.

e. Recreational Buildings shall have landscape areas planted with trees, shrubs or groundcovers, other than sod, around the building as follows:
   i. Building Perimeter landscaping. A minimum three (3) foot wide landscape area, with an average of five (5) feet or more, around a minimum of forty (40) percent of the total building perimeter and within twenty-five (25) feet of the building walls.
   ii. *Minimum planting requirement*. One (1) canopy tree or three (3) understory trees, and twenty-eight (28) shrubs shall be required for every three hundred and fifty (350) feet of planting area in e. 1) above. Trees installed for any other requirement of this subsection e. may be credited towards this requirement if in the required location.

Design Standards for Non-Residential shall be as follows: Nonresidential development must adhere to the nonresidential design district standards set forth in Chapter 154, of the City's Land Development Regulations.

Section 7. **Development Phasing.** The proposed project must be constructed in no less than three phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions) which is also provided in the Phasing Table below. Changes to the Planned Unit Development Master Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process. If such changes are consistent with this Master Development Agreement, the amendment to the Planned Unit Development Master Plan will be processed as a Minor Development under LDC section 160.040.

Enclave at Lake Geneva MPUD							
Phasing Table							
Infrastructure		Building					
Start	Finish	Start	Finish	Commercial Acreage	40' X 120'	50' X 120'	Total
6/1/2028	7/1/2029	8/1/2029	8/1/2031	14.253	116	6	122

Section 8. **Site Access and Transportation Improvements**. Vehicular access to the project site shall be provided by a minimum of four (4) access points; two (2) full-access driveways on Lake Ella Road and one (1) full-access driveway on Spring Lake Road for the residential portion, and one (1) full-access connection and one (1) right-in/right-out access driveway on US 27/441, utilizing the existing 7-Eleven driveways, and one (1) additional right-in/right-out access on US 27/441 for the commercial portion. The access points shall be reviewed during the development review process.

a. The Owner shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park.
b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements. Drive aisles within parking areas shall not be required to be constructed to City street standards.
c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Owner shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements, inclusive of all sidewalks.

e. A traffic/transportation study shall be submitted prior to preliminary plan approval for review and determination of any necessary access improvements required by Lake County and/or the City of Fruitland Park. Said improvements will be the responsibility of the Owner.
f. At such time that traffic signals are warranted at the proposed project entrance, the Owner shall pay their pro rata share of the cost of the signal(s) as determined by Lake County or the City.
g. Internal streets shall be a minimum of 250 feet as measured from centerline to centerline.

Section 9. **Homeowners Association**. The 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 10 below. The Developer agrees to, at 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. Developer shall record declarations satisfactory to City setting forth these requirements and detailing assessments in conjunction with the platting of the Property.

Section 10. **Community Development District**. Developer may establish a Community Development District ("CDD") 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 11. **Lighting.** All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way and parking areas.

Section 12. **Water, Wastewater, and Reuse Water.**

A. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. Except as otherwise provided herein, all such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. If any such utility facilities are required and / or oversized at the City's request, the City shall provide impact fee credits or cash to reimburse Developer for the materials directly related to such request as per the recorded Utility Agreement for Enclave at Lake Geneva OR BK 6476 PG 2021-2034. If any utility facilities serve to provide any other property with connection ability which would not exist otherwise, the City and Developer will enter into an agreement with the owner or developer of such other property to provide for an appropriate reimbursement payment by such other property owner or developer upon connection to the utility facilities, to the City or Developer.

B. City shall own and maintain all onsite and offsite water and wastewater improvements including any lift station(s). Owner shall, at its expense, install fire hydrant(s) and extend utility line(s) as required by the City of Fruitland Park.

C. During the construction plans and specifications review process, Owner must request a concurrency determination for potable water and wastewater collection and treatment capacity. City has limited potable water and wastewater collection and treatment capacity for the Project therefore, the Project does not have concurrency approval for potable water and wastewater. Conditional construction plan and specifications approval may be granted by the City if during concurrency review capacity is determined to be available, or if construction of additional potable water and/or wastewater capacity is underway and nearing completion; however, should Owner choose to commence with construction prior to the City issuing unconditional construction plan and specification approval, it will be at Owner's risk. Owner further understands that issuance of a certificate of occupancy cannot occur until both potable water and wastewater capacity is available.

D. If water and wastewater capacity is reserved, then Owner shall pay to the City user fees for the number of residential units equal to the difference between the number of residential units for which capacity is reserved and the actual number of residential units which have received certificates of occupancy by December 31, 2030. Said user fees shall be paid by Owner on a monthly basis pursuance to the City's monthly utility billing cycle, and shall continue until all of the residential units for which capacity was reserved have received certificates of occupancy.

E. Owner may utilize corrugated polyethylene pipe (HP) instead of reinforced concrete pipe as required by Sec. 157.080(a)(4)(c), LDRs provided the following conditions are met:

1. Minimum and Maximum cover heights should follow the requirements set forth in the FDOT Drainage Manual, Appendix C, as reiterated in Table 1. Polypropylene pipe can be installed in deeper conditions once supporting calculations and documentation associated with this analysis are approved.

    a. Polypropylene Pipe is required to be installed with an RCP end section.
    b. Polypropylene Pipe in Wall Zone installations should follow the requirements set forth in the FDOT Drainage Manual Section 3.11, Appendix D and in the latest version of FDOT Standard Specifications, section 430-4.1.
    c. FDOT's pipe repair matrix should be used as guidance for any repairs
    d. Polypropylene Pipe must be produced from a FDOT approved production facility for Class II Polypropylene Pipe
    e. Class I Polypropylene Pipe is not accepted for use within roadways
    f. Post inspection services are provided by the pipe manufacturer

Section 13. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate at the time the building permit is issued. Owner agrees to pay all impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued.

Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of preliminary plan and City is willing to allocate such capacity to Owner, Owner 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.

Section 14. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 15. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

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

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas.

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

Landscaping for buffers and internal lots shall be in accordance with the following conditions, as detailed in **Exhibit "C"**. In the event of a conflict between the following conditions and Exhibit "C", Exhibit "C" shall control.

A. A single canopy tree shall be planted in the front yard of all Single-Family Detached units.
B. A single canopy tree and a single understory tree shall be plated in the front yard of all Duplex buildings.
C. No trees shall be required in rear yard that is adjacent to any landscape buffer.
D. Where Lots are back-to-back a canopy tree shall be planted in the rear yard five feet (5') from the property line and be staggered from lot to lot. The intent is that trees shall be spaced equal to the width of the lot.
E. The landscape buffers shall be a minimum width of twenty-five feet (25') and have a minimum of two (2) canopy trees and one (1) understory tree per every one-hundred feet (100').
F. Each Lot shall have a minimum of one (1) canopy tree planted five feet (5') within the landscape buffer and centered on such Lot and one (1) understory tree shall be planted ten feet (10') within the landscape buffer along the boundary of each adjacent Lot.
G. A continuous hedge shall be planted three feet (3') within the landscape buffer.
H. The planting material shall consist of a minimum of sixty percent (60%) native material. All materials shall be Florida-Friendly Material and noted on the preliminary plans.
I. The planting material shall consist of the following species:

Canopy Trees

Quercus Virginiana	Live Oak
Magnolia Grandiflora	Southern Magnolia
Cronus Florida	Dogwood
Juniperus Virginiana	Eastern Red Cedar
Pinus Elliottii	Slash Pine
Sabal Palmetto	Sable Palm
Platanus occidentalis	Sycamore
Acer rubrum	Red Maple
Liquidambar stryaciflua	Sweetgum

Understory Trees

Red cedar	(Juniperus virginiana)
Little Gem Magnolia	
Red Maple	
Crape Myrtle	
Wax Myrtle	
Japanese Blueberry	
Bottlebrush	
Weeping Bottlebrush	
Ilex Vomitoria	
Sweet Viburnum	
Eastern Redbuddim	

Shrubs

- Walter Viburnum
- Sweet Viburnum
- Wax Myrtle
- Ilex Vomitoria

Canopy Trees shall be 2" cal. and 12' Height when planted.

Understory Trees shall be 1 ½" cal. and 8' Height when planted.

Hedges shall be 24" in height when planted, with the maximum spacing for hedges at 30 inches on center.

Section 16. **Stormwater Management.** Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 17. **Other Municipal Facilities/Services.** The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other property owners within the City.

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

Section 19. **Signage**. Owner 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 Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the MPUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 20. **Issuance of Permits.** After the approved Conceptual Site Plan and this Master 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 21. **Title Opinion.** Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 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 infrastructure shall be constructed to City standards.

Section 23. **Due Diligence**.
The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 24. **Enforcement/Effectiveness.** A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 25 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 26. **Binding Effect; Assignability.** This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their successors in interest and/or assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

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

Section 28. **Exhibits.** All exhibits attached hereto 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:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	Fruitland Lake Ella LLC 12291 SW 124th Terrace Miami, FL 33186
Copy to:	Andon Calhoun FRUITLAND PARK DEVELOPMENT VI, LLC 2544 Connection Point Oviedo, FL 32765

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 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, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate five (5) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing before the City Commission.

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

Section 33. **Severability.** If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

[SIGNATURE PAGES FOLLOW]

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	**OWNER: FRUITLAND LAKE ELLA LLC,**
_____	_____
Witness Signature	Owner Signature
_____	_____
Print Name	Print Name
_____	_____
Witness Signature	Title
_____	
Print Name	

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization this ____ day of _____ by _____ as _____ of FRUITLAND LAKE ELLA, LLC, a Florida limited liability company on behalf of the company, who is personally known to me or who have produced _____ as identification.

_____
Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF FRUITLAND PARK

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

By:_____
Chris Cheshire, Mayor

Date:_____

_____
Anita Geraci-Carver
City Attorney

ATTEST:_____
Gwen Johns
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by [X] physical present or [ ] online notarization this _____ day of _____ by Chris Cheshire, Mayor of the City of Fruitland Park, a Florida municipal corporation on behalf of the corporation and Gwen Johns, City Clerk of the City of Fruitland Park, Florida, on behalf of the corporation, who are [X] personally known to be me or produced _____ as identification.

_____
Notary Public
Notary Public - State of Florida
Commission No _____

My Commission Expires _____

EXHIBIT "A"

LEGAL DESCRIPTION

BUSINESS NO. 32108

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS

1315 South International Parkway Suite 1101
Lake Mary, Florida 32746
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE SOUTH 89°51'28" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1,327.16 FEET; THENCE SOUTH 00°16'00" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 50.00 FEET, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE WEST AND SOUTH BOUNDARIES OF THAT CERTAIN LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5924, PAGE 323, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°16'00" WEST, A DISTANCE OF 68.84 FEET; THENCE SOUTH 89°45'01" EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 00°16'00" WEST, A DISTANCE OF 305.00 FEET; THENCE SOUTH 89°51'34" EAST, A DISTANCE OF 285.97 FEET, THE FOLLOWING FOUR (4) DESCRIBED COURSES BEING ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27/441 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP F.P. NO. 238395-4, SECTION 11040; THENCE SOUTH 02°14'34" WEST, A DISTANCE OF 383.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 34,492.34 FEET, A CENTRAL ANGLE OF 00°13'46", A CHORD BEARING OF SOUTH 02°07'41" WEST AND A CHORD DISTANCE OF 138.12 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 138.12 FEET; THENCE NORTH 87°59'12" WEST ALONG A NON-TANGENT LINE, A DISTANCE OF 5.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 34,497.34 FEET, A CENTRAL ANGLE OF 00°01'49", A CHORD BEARING OF SOUTH 01°59'53" WEST AND A CHORD DISTANCE OF 18.25 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 18.25 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 300 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NON-TANGENT TO THE LAST DESCRIBED CURVE NORTH 89°50'42" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 337.72 FEET; THENCE SOUTH 00°16'00" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 362.86 FEET; THENCE NORTH 89°49'55" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1,330.49 FEET; THENCE NORTH 00°24'38" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1,325.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 45.307 ACRES (1,973,589 SQUARE FEET), MORE OR LESS.

NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID NORTH LINE HAVING AN ASSUMED BEARING OF SOUTH 89°51'28" EAST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: Enclave at Lake Geneva
LOCATION: City of Fruitland Park, Lake County, Florida

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING GROUP LLC:

WILSON E. WAY, P.S.M.
PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

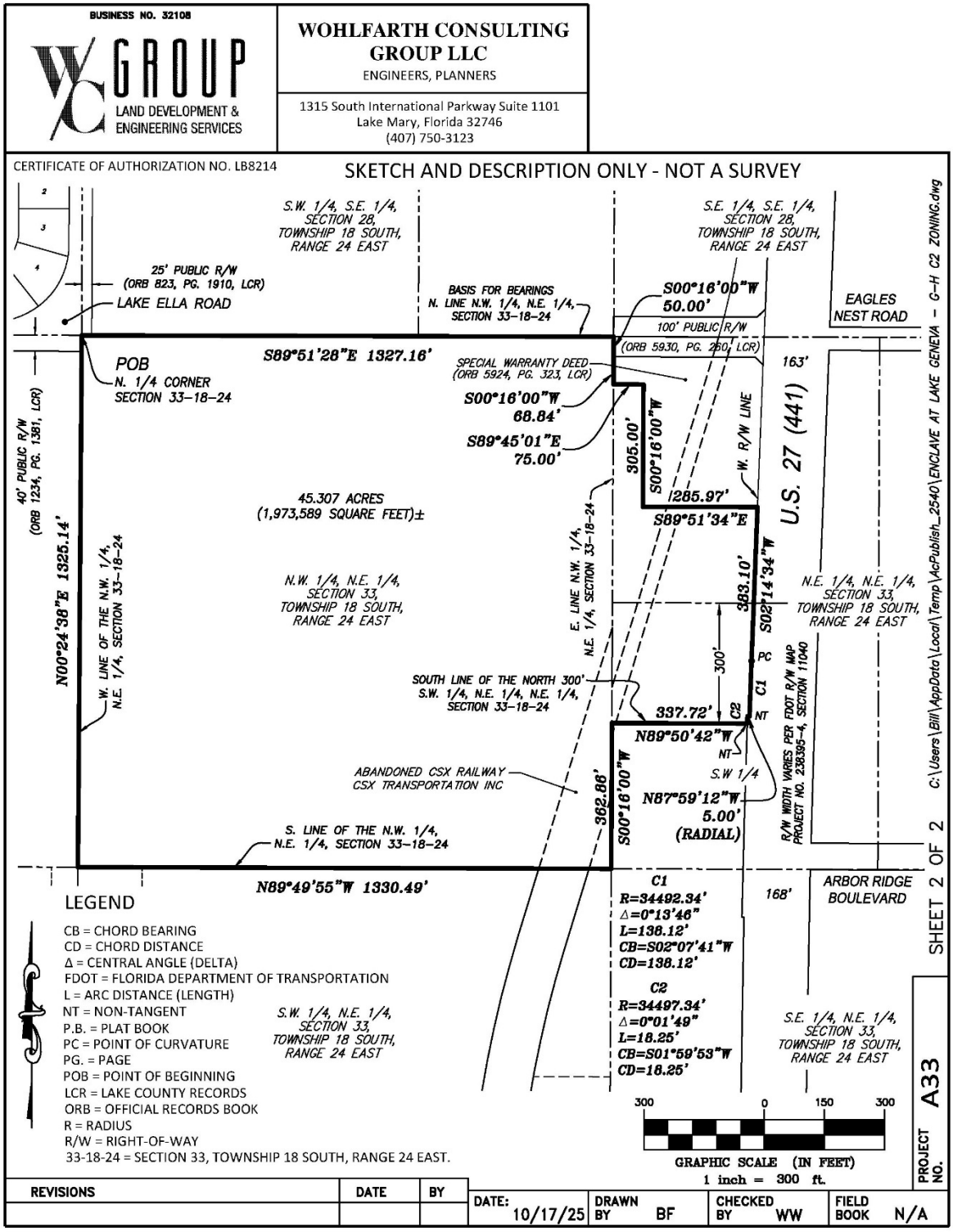
REVISIONS	DATE	BY

DATE: 10/17/25	DRAWN BY BF	CHECKED BY WW	FIELD BOOK N/A

SHEET 1 OF 2

PROJECT NO. A33

C:\Users\Bill\AppData\Local\Temp\AcPublish_2540\ENCLAVE AT LAKE GENEVA - 6-H C2 ZONING.dwg


BUSINESS NO. 32108
WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS
1315 South International Parkway Suite 1101
Lake Mary, Florida 32746
(407) 750-3123
CERTIFICATE OF AUTHORIZATION NO. LB8214
SKETCH AND DESCRIPTION ONLY - NOT A SURVEY
S.W. 1/4, S.E. 1/4, SECTION 28, TOWNSHIP 18 SOUTH, RANGE 24 EAST
S.E. 1/4, S.E. 1/4, SECTION 28, TOWNSHIP 18 SOUTH, RANGE 24 EAST
25' PUBLIC R/W (ORB 823, PG. 1910, LCR)
LAKE ELLA ROAD
BASIS FOR BEARINGS N. LINE N.W. 1/4, N.E. 1/4, SECTION 33-18-24
S00°16'00"W 50.00'
100' PUBLIC R/W (ORB 5930, PG. 260, LCR)
EAGLES NEST ROAD
POB N. 1/4 CORNER SECTION 33-18-24
S89°51'28"E 1327.16'
SPECIAL WARRANTY DEED (ORB 5924, PG. 323, LCR)
S00°16'00"W 68.84'
S89°45'01"E 75.00'
163'
305.00'
S00°16'00"W
W. R/W LINE
U.S. 27 (441)
285.97'
S89°51'34"E
40' PUBLIC R/W (ORB 1234, PG. 1381, LCR)
45.307 ACRES (1,973,589 SQUARE FEET)±
N00°24'38"E 1325.14'
W. LINE OF THE N.W. 1/4, N.E. 1/4, SECTION 33-18-24
E. LINE N.W. 1/4, N.E. 1/4, SECTION 33-18-24
N.W. 1/4, N.E. 1/4, SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST
N.E. 1/4, N.E. 1/4, SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST
383.10'
S02°14'34"W
300'
PC
C1
C2
NT
SOUTH LINE OF THE NORTH 300' S.W. 1/4, N.E. 1/4, N.E. 1/4, SECTION 33-18-24
337.72'
N89°50'42"W
NT
S.W 1/4
ABANDONED CSX RAILWAY CSX TRANSPORTATION INC
362.86'
S00°16'00"W
N87°59'12"W 5.00' (RADIAL)
R/W WIDTH VARIES PER FDOT R/W MAP PROJECT NO. 238395-4, SECTION 11040
S. LINE OF THE N.W. 1/4, N.E. 1/4, SECTION 33-18-24
N89°49'55"W 1330.49'
ARBOR RIDGE BOULEVARD
168'
C1
R=34492.34'
Δ=0°13'46"
L=138.12'
CB=S02°07'41"W
CD=138.12'
C2
R=34497.34'
Δ=0°01'49"
L=18.25'
CB=S01°59'53"W
CD=18.25'
S.W. 1/4, N.E. 1/4, SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST
S.E. 1/4, N.E. 1/4, SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST
LEGEND
CB = CHORD BEARING
CD = CHORD DISTANCE
Δ = CENTRAL ANGLE (DELTA)
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
L = ARC DISTANCE (LENGTH)
NT = NON-TANGENT
P.B. = PLAT BOOK
PC = POINT OF CURVATURE
PG. = PAGE
POB = POINT OF BEGINNING
LCR = LAKE COUNTY RECORDS
ORB = OFFICIAL RECORDS BOOK
R = RADIUS
R/W = RIGHT-OF-WAY
33-18-24 = SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST.
300 0 150 300
GRAPHIC SCALE (IN FEET)
1 inch = 300 ft.
SHEET 2 OF 2
C:\Users\Bill\AppData\Local\Temp\AcPublish_2540\ENCLAVE AT LAKE GENEVA - G-H C2 ZONING.dwg
PROJECT NO. A33
REVISIONS
DATE
BY
DATE: 10/17/25
DRAWN BY BF
CHECKED BY WW
FIELD BOOK N/A

COMPOSITE EXHIBIT "B"

Enclave at Lake Geneva MPUD Master Development Plan prepared by Wohlfarth Consulting Group, LLC., dated October 22, 2025

[SEE ATTACHED]

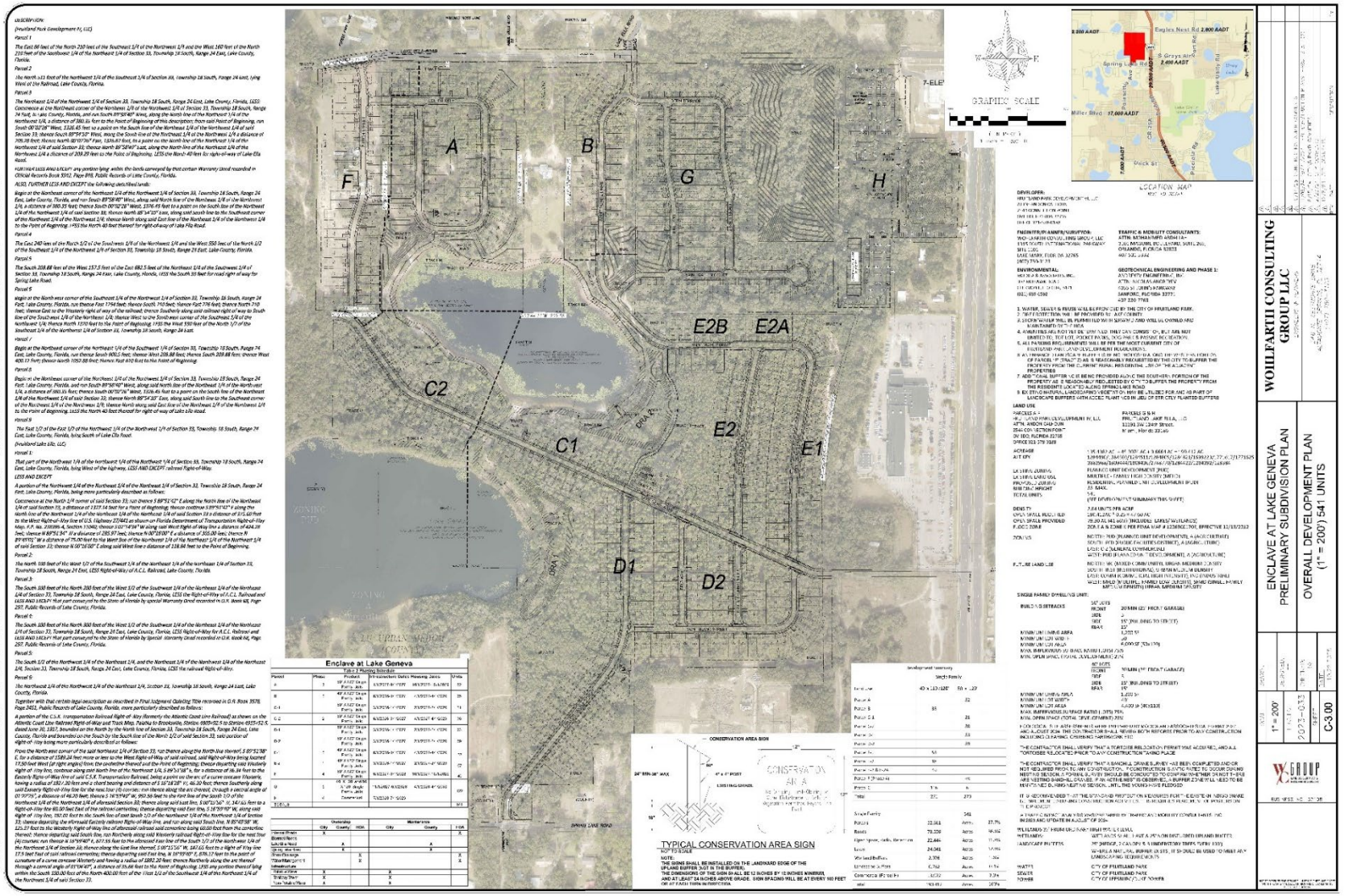
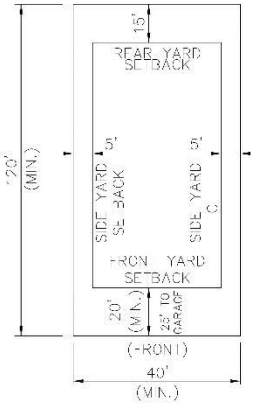

ENCLAVE AT LAKE GENEVA
PRELIMINARY SUBDIVISION PLAN
OVERALL DEVELOPMENT PLAN
(1" = 200') 541 UNITS
WOULFARTH CONSULTING GROUP LLC
Enclave at Lake Geneva
Table 1 Phasing Schedule
TYPICAL CONSERVATION AREA SIGN
NOT TO SCALE
GRAPHIC SCALE
LOCATION MAP

EXHIBIT "C"

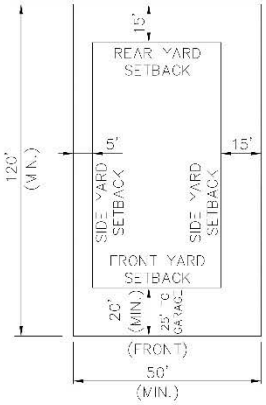
Landscaping for Buffers and Internal Lots

[SEE ATTACHED]



Typical Lot

(40'X120')



Typical Corner Lot

(40'X120')



TYPICAL LOT LANDSCAPE TREATMENT

(40'X 20')

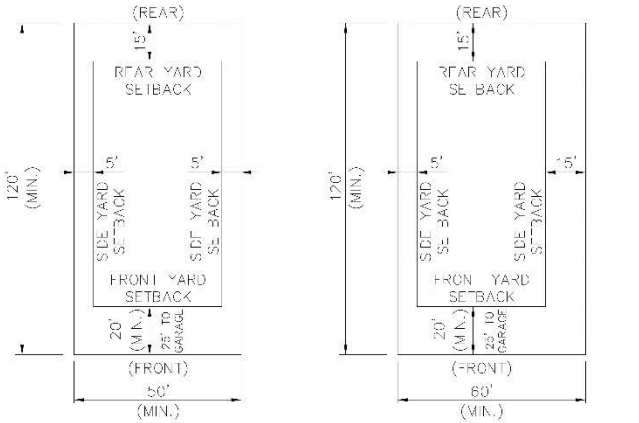
WOHLFARTH CONSULTING GROUP LLC

ENCLAVE AT LAKE GENEVA
PRELIMINARY SUBDIVISION PLAN

40' X 120' LOT
LANDSCAPE TREATMENT

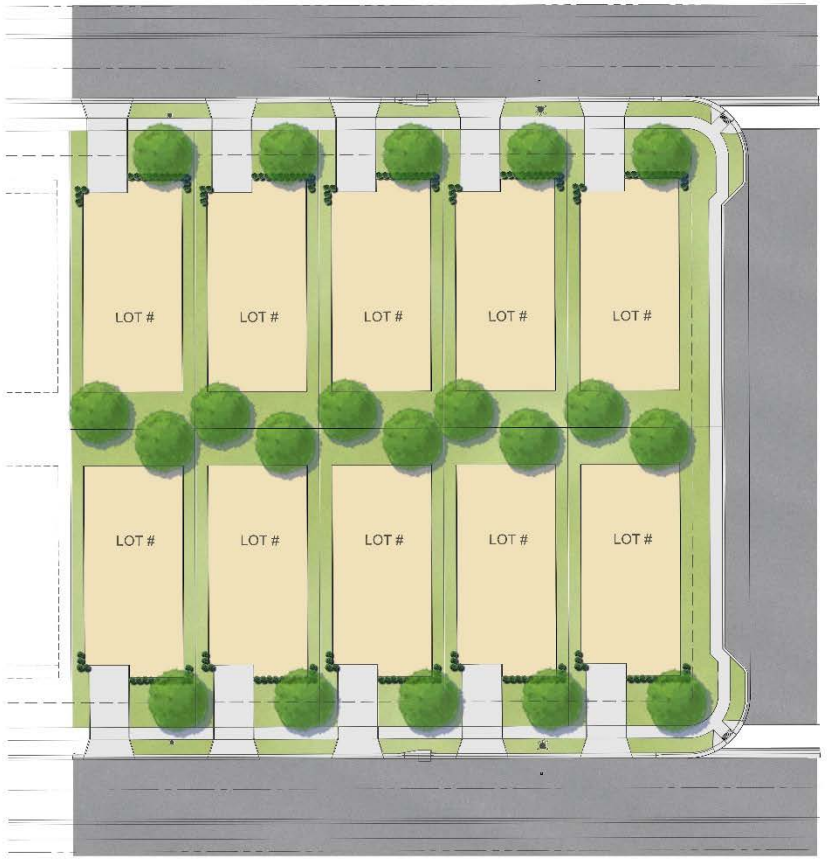
SCALE 1"=20'
PROJECT 2025-087
SHEET

BUSINESS NO. 3210B



Typical Lot
(50'X120')

Typical Corner Lot
(50'X120')



TYPICAL LOT LANDSCAPE TREATMENT
(50'X120')

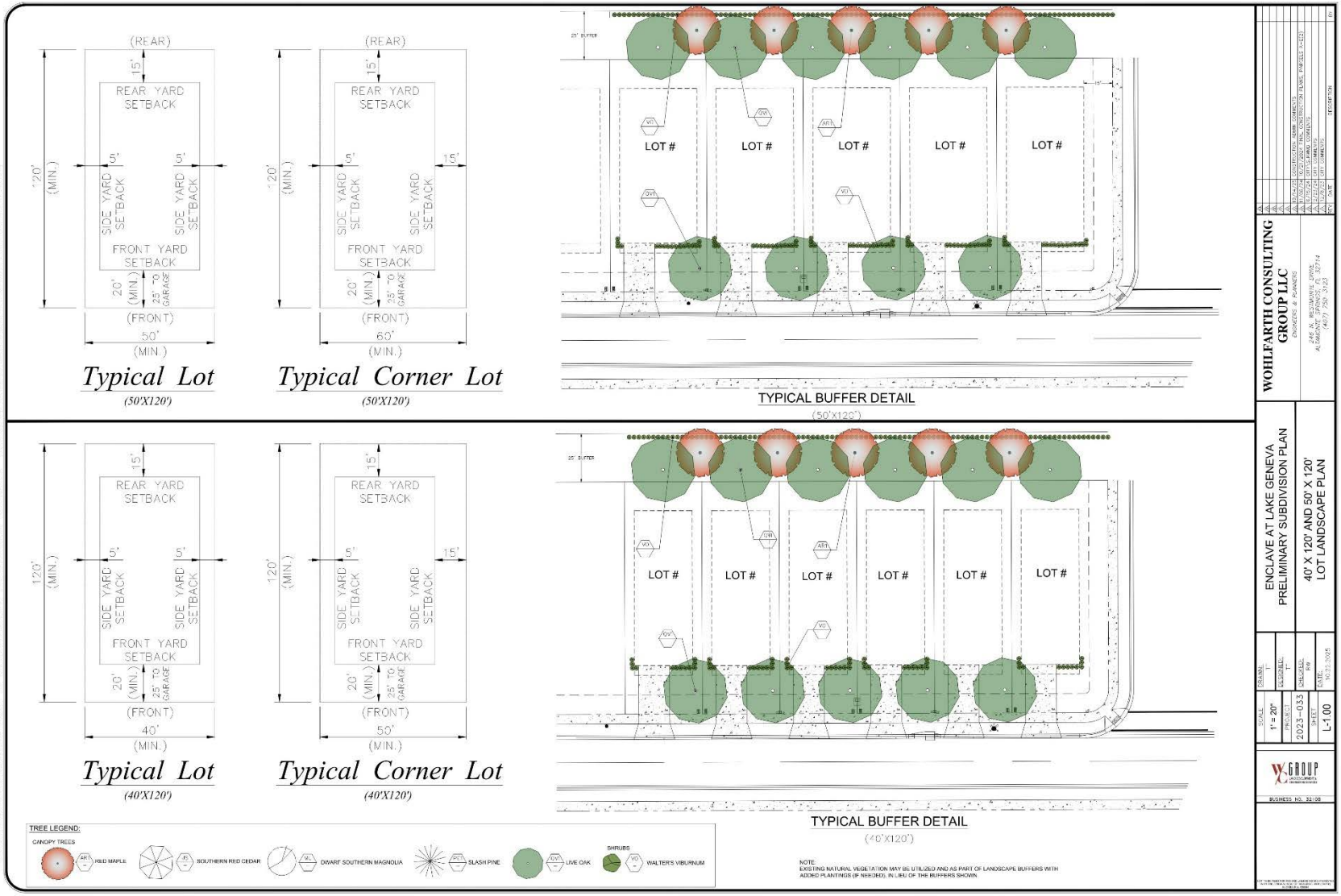
WOHLFARTH CONSULTING GROUP LLC

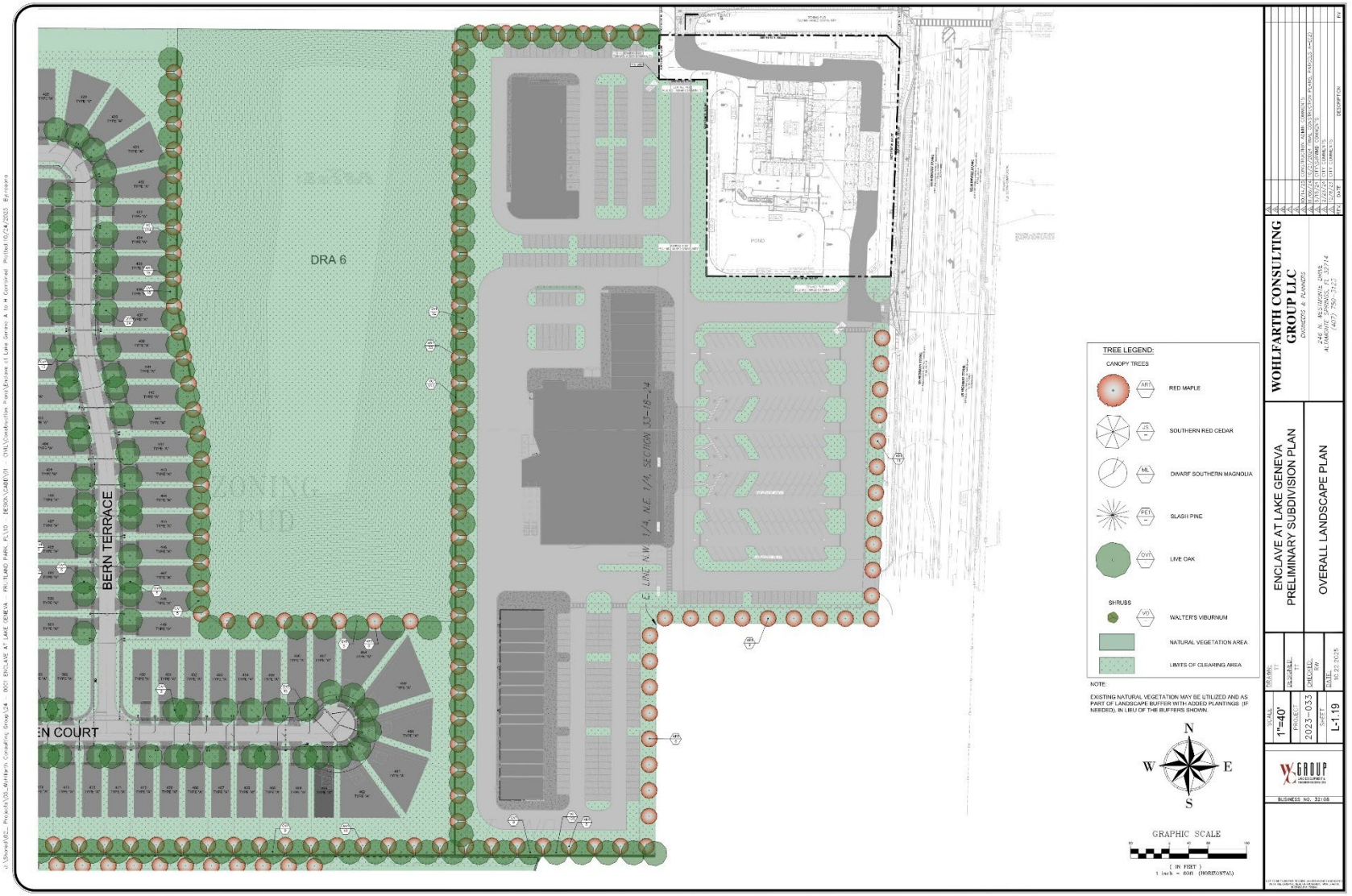
ENCLAVE AT LAKE GENEVA
PRELIMINARY SUBDIVISION PLAN

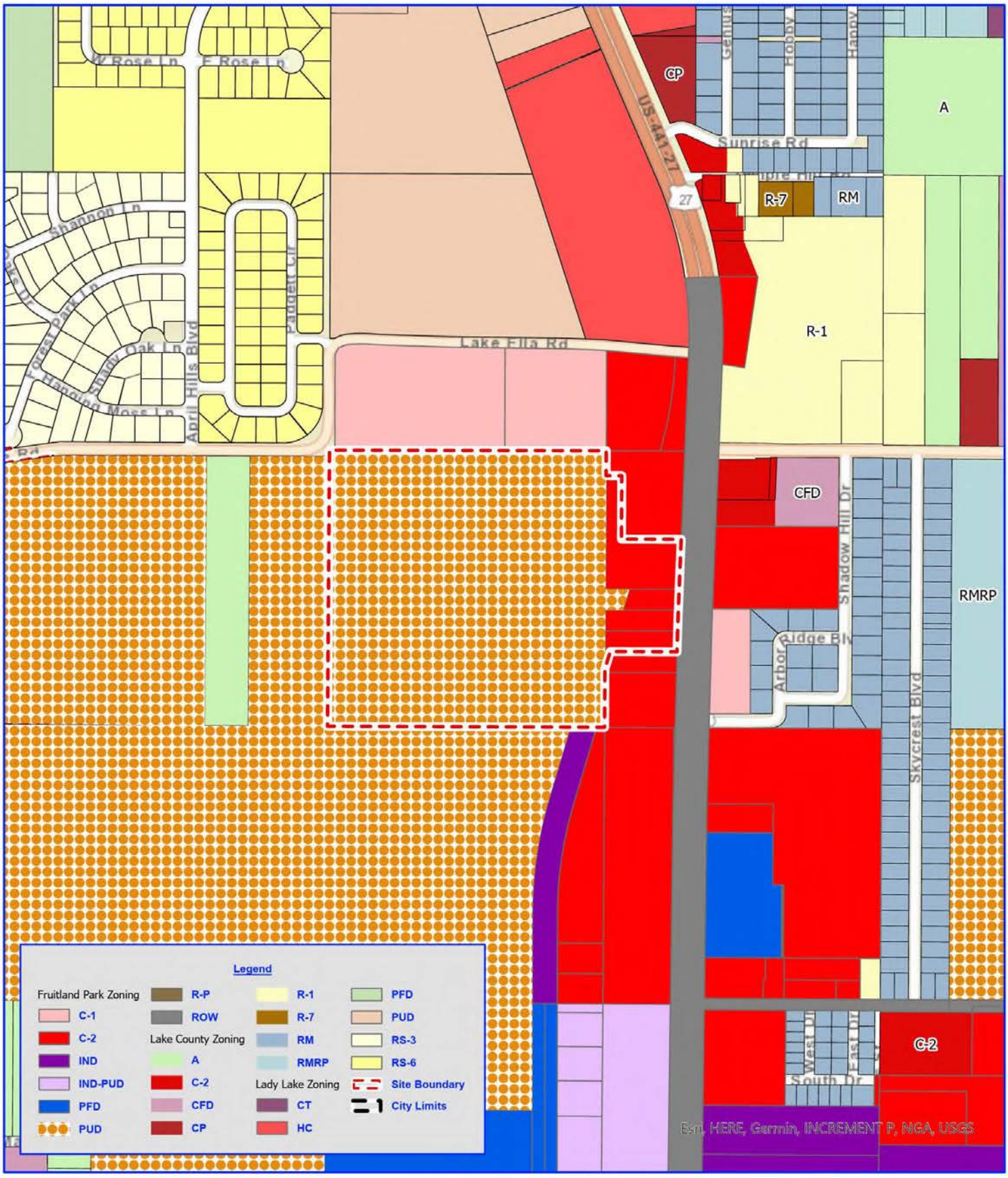
50' X 120'
LOT LANDSCAPE TREATMENT

SCALE: 1"=20'
DESIGNED: FG
PROJECT: 2025-087
CHECKED: EH
DATE: 10/09/2025

BUSINESS NO. 9216B


(REAR)
15'
REAR YARD SETBACK
5'
5'
SIDE YARD SETBACK
SIDE YARD SETBACK
FRONT YARD SETBACK
20' (MIN.)
25' TO GARAGE
(FRONT)
120' (MIN.)
50' (MIN.)
Typical Lot
(50'X120')
15'
Typical Corner Lot
(50'X120')
TYPICAL BUFFER DETAIL
(50'X120')
LOT #
40'
(40'X120')
TYPICAL BUFFER DETAIL
(40'X120')
TREE LEGEND:
CANOPY TREES
RED MAPLE
SOUTHERN RED CEDAR
DWARF SOUTHERN MAGNOLIA
SLASH PINE
LIVE OAK
SHRUBS
WALTER'S VIBURNUM
NOTE:
EXISTING NATURAL VEGETATION MAY BE UTILIZED AND AS PART OF LANDSCAPE BUFFERS WITH ADDED PLANTINGS (IF NEEDED), IN LIEU OF THE BUFFERS SHOWN.
WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
ENCLAVE AT LAKE GENEVA
PRELIMINARY SUBDIVISION PLAN
40' X 120' AND 50' X 120'
LOT LANDSCAPE PLAN
SCALE
1" = 20'
PROJECT
2023-033
SHEET
L-1.00
BUSINESS NO. 32108


DRA 6
BERN TERRACE
EN COURT
POND
TREE LEGEND:
CANOPY TREES
ARR
RED MAPLE
JS
SOUTHERN RED CEDAR
MG
DWARF SOUTHERN MAGNOLIA
PET
SLASH PINE
QVI
LIVE OAK
SHRUBS
VO
WALTER'S VIBURNUM
NATURAL VEGETATION AREA
LIMITS OF CLEARING AREA
NOTE:
EXISTING NATURAL VEGETATION MAY BE UTILIZED AND AS PART OF LANDSCAPE BUFFER WITH ADDED PLANTINGS (IF NEEDED), IN LIEU OF THE BUFFERS SHOWN.
N
W
E
S
GRAPHIC SCALE
(IN FEET)
1 inch = 60ft (HORIZONTAL)
WOHLFARTH CONSULTING GROUP LLC
ENCLAVE AT LAKE GENEVA
PRELIMINARY SUBDIVISION PLAN
OVERALL LANDSCAPE PLAN
SCALE: 1"=40'
PROJECT: 2023-033
SHEET: L-1.19
DATE: 10.23.2025
BUSINESS NO. 32108



N
W E
S

150 0 150 300 450 600 750 Feet

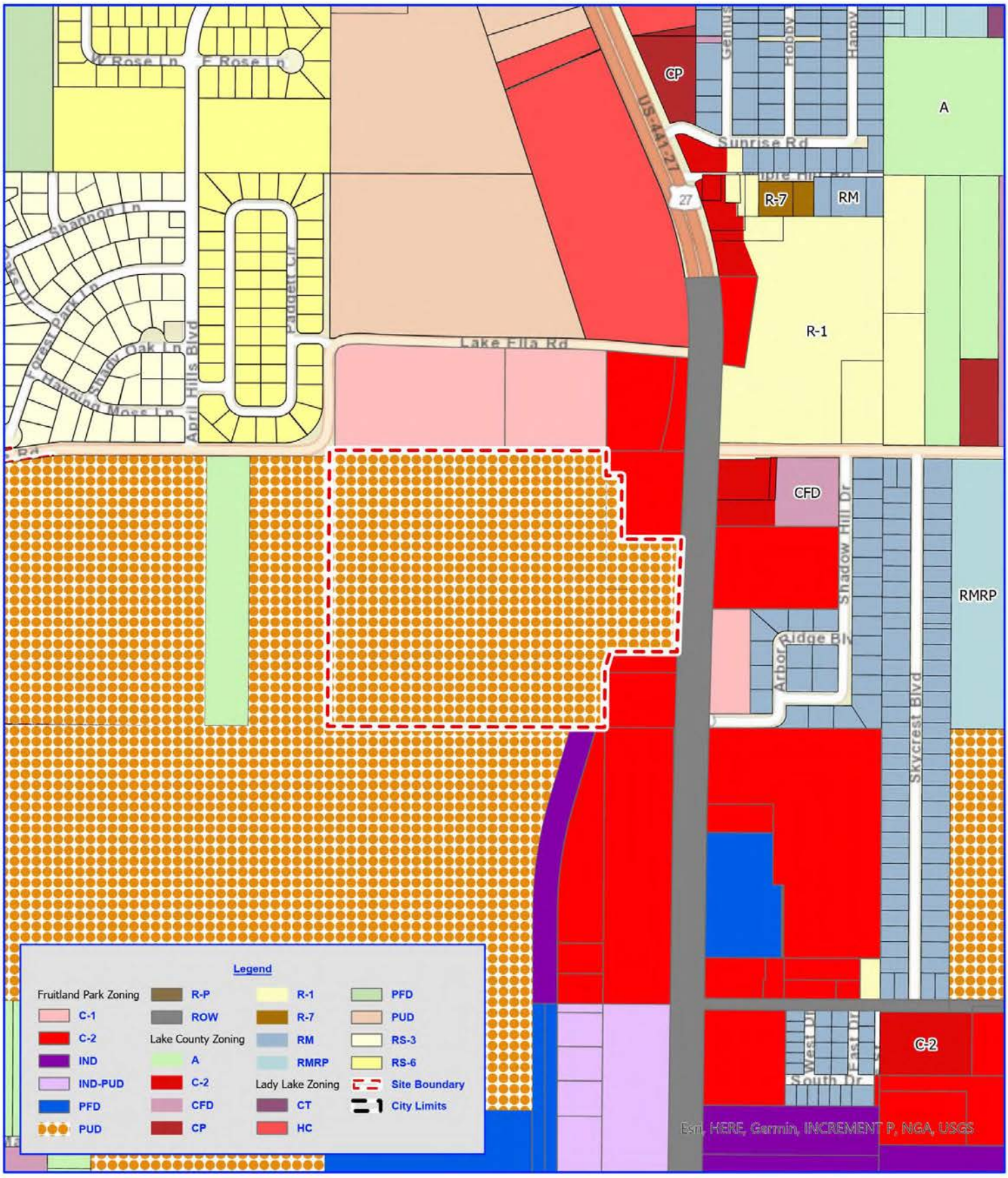
Scale: 1:7,500

Enclave at Lake Geneva

Fruitland Park, Florida
Existing Zoning Map

Project:398/24/06
File: Enclave at Lake Geneva
Name: Zoning
PM: S. Lindh
Date: August 25, 2025
Created By: T. Kalebaugh

LPG Urban & Regional Planners, LLC.
1162 Camp Avenue, Mount Dora, Florida 32757
Office:(352) 385-1940/ Fax: (352) 383-4824



N
W E
S

150 0 150 300 450 600 750 Feet

Scale: 1:7,500

Enclave at Lake Geneva

Fruitland Park, Florida
Proposed Zoning Map

Project:398/24/06
File: Enclave at Lake Geneva
Name: Zoning
PM: S. Lindh
Date: August 25, 2025
Created By: T. Kalebaugh

LPG Urban & Regional Planners, LLC.
1162 Camp Avenue, Mount Dora, Florida 32757
Office:(352) 385-1940/ Fax: (352) 383-4824

BUSINESS NO. 32108

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS

1315 South International Parkway Suite 1101
Lake Mary, Florida 32746
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE SOUTH 89°51'28" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1,327.16 FEET; THENCE SOUTH 00°16'00" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 50.00 FEET, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE WEST AND SOUTH BOUNDARIES OF THAT CERTAIN LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5924, PAGE 323, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°16'00" WEST, A DISTANCE OF 68.84 FEET; THENCE SOUTH 89°45'01" EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 00°16'00" WEST, A DISTANCE OF 305.00 FEET; THENCE SOUTH 89°51'34" EAST, A DISTANCE OF 285.97 FEET, THE FOLLOWING TWO (2) DESCRIBED COURSES BEING ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27/441 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP F.P. NO. 238395-4, SECTION 11040; THENCE SOUTH 02°14'34" WEST, A DISTANCE OF 239.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°14'34" WEST, A DISTANCE OF 100.07 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE NORTH 89°50'42" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 279.66 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD (AN ABANDONED RAILWAY); THENCE NORTH 16°59'50" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 104.48 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 89°50'42" EAST ALONG SAID NORTH LINE, A DISTANCE OF 253.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.611 ACRES (26,635 SQUARE FEET), MORE OR LESS.

NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID NORTH LINE HAVING AN ASSUMED BEARING OF SOUTH 89°51'28" EAST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: Enclave at Lake Geneva
LOCATION: City of Fruitland Park, Lake County, Florida

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING GROUP LLC:

WILSON E. WAY, P.S.M.
PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

REVISIONS	DATE	BY

DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
10/20/25	BF	WW	N/A

SHEET 1 OF 2

PROJECT NO. A33

C:\Users\Bill\AppData\Local\Temp\AcPublish_2540\ENCLAVE AT LAKE GENEVA - PARCEL 2 C2 ZONING.dwg

BUSINESS NO. 32108

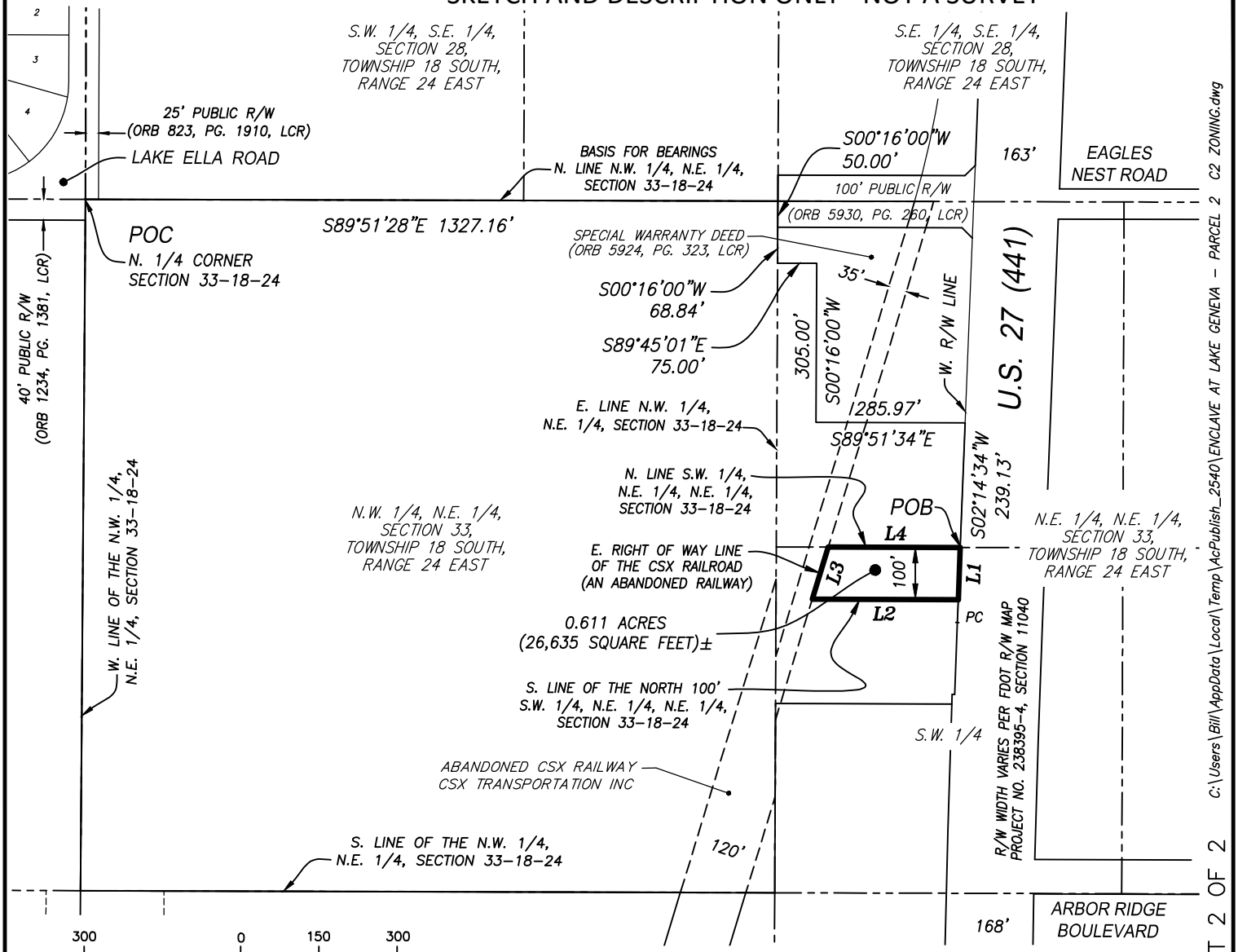
WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS

1315 South International Parkway Suite 1101
Lake Mary, Florida 32746
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY - NOT A SURVEY



300 0 150 300

GRAPHIC SCALE (IN FEET)
1 inch = 300 ft.

Line Table		
Line #	Direction	Length
L1	S02°14'34"W	100.07'
L2	N89°50'42"W	279.66'
L3	N16°59'50"E	104.48'
L4	S89°50'42"E	253.03'

LEGEND

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
LCR = LAKE COUNTY RECORDS
ORB = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PC = POINT OF CURVATURE
PG. = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
33-18-24 = SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST.

REVISIONS	DATE	BY

DATE: 10/20/25 | DRAWN BY BF | CHECKED BY WW | FIELD BOOK N/A

PROJECT NO. A33

SHEET 2 OF 2

C:\Users\Bill\AppData\Local\Temp\AcPublish_2540\ENCLAVE AT LAKE GENEVA - PARCEL 2 C2 ZONING.dwg

CITY OF FRUITLAND PARK
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.

PUD AMENDMENT

Owner:	**Michael and Maria Windhorst**
Applicant:	**Fruitland Park Development IV, LLC**
General Location:	**South of Lake Ella Road and West of US Hwy. 441**
Number of Acres:	**190.38 ± acres**
Existing Zoning:	**PUD and C-2**
Proposed Zoning:	**PUD**
Existing Land Use:	**MFHD (15 units/acre), Mixed Community (6 units/acre) and Commercial**
Date:	**August 11, 2025**

Description of Project

The applicant is requesting a rezoning from PUD and C-2 to PUD. The existing C-2 zoning is approximately 4.89 acres of which approximately 4.09 acres is designated as Mixed Commercial and 0.80 acres is designated as Commercial. The existing PUD zoning is approximately 40.42 acres and is designated as Mixed Community. The PUD would be a PUD amendment to include the 45.31-acre parcels into the existing 145.1 acres known as The Enclave at Lake Geneva (Ordinance 2025-011) for a total project site of 190.38 acres. The 45.31-acre parcel would be utilized for 120 additional single-family units consisting of 112 units of 4,800 SF lots (40' x 120') and 8 units of 6,000 SF lots (50' x 120') and commercial consisting of retail/restaurant (14,000 SF), grocery store (48,848 SF), liquor store (9,800 SF), and commercial building (20,807 SF). It should also be noted that 2 units previously approved in Parcel B have been transferred to Parcel G for a total of 122 units. The additional units would change the total number of units from 421 units to 541 units. The gross density would be changed from 3.10 units/acre to approximately 3.25 units/acre. Gross density excludes water bodies (24.04 ± acres).

	Surrounding Zoning	**Surrounding Land Use**
North	Lady Lake RS-3, City C-2	Lady Lake Single Family Low Density (3 units/acre) and Mixed Community
South	PUD and C-2	MFHD (15 units/acre) and Mixed Community
East	C-2	Mixed Community and Commercial
West	PUD	MFHD (15 units/acre)

Assessment

The subject 45.31-acre site consists of six (6) parcels which will be incorporated into the existing Enclave at Lake Geneva. In order to develop the site, a Unity of Title will be required prior to preliminary plat approval.

The applicant has submitted additional data and exhibits to show compliance with LDR Chapter 154, Section 154.030(11) regarding mix of uses. The existing mixed use land use is 44.51 acres; the proposed commercial is 30% (13.35 acres) and the existing commercial land use of .80 acres equates to a total of commercial acreage of 14.153 acres. The maximum residential is 65% (28.93 acres) and the exhibit indicates 21.195 acres (48%) and the open space is 9.960 acres (22%).

Chapter 152, Section 152.040(e) list criteria for review of comprehensive plan and rezoning amendments as follows:

1) Consistency with the Comprehensive Plan, or in the case of a Plan amendment, consistency with the remainder of the Plan and its goal, objectives and policies.

The existing future land use for the additional properties is Mixed Community which limits the maximum density to 6 units/acre and non-residential uses cannot exceed a maximum floor area ratio (FAR) of 0.70 and a maximum impervious surface ratio (ISR) of 80% (FLU Policy 1-1.9 and FLU Policy 1-1.2 – Table 1-1). The existing Commercial land use is not subject to a mix of uses; however, the maximum ISR is 70%. The proposed residential portion gross density is 3.87 units/acre. The Mixed Community requires at least 2 land uses of which can include residential and commercial; however, residential land use requires a minimum of 5% and cannot exceed 65% of the site, commercial uses require a minimum of 5% and cannot exceed 30% of the site. A minimum of 20% open space is required. It is planning staffs understanding that based on the plan and conversations with the applicant that no parks are included within tract G. The applicant indicates that the parks proposed in the previous phases provide the necessary recreation and are interconnected via streets and sidewalks. The plan does not indicate any interconnection between the residential and commercial except via sidewalks along Lake Ella Road. The applicant indicated that additional interconnection could not be provided due to the existing topography between the residential and commercial areas.

2) Consistency with applicable sections of the Land Development Code.

Chapter 154, Section 154.030(11) indicates that a conceptual or preliminary plan is required for the rezoning. The applicant has submitted a preliminary plan. Section 154.030(11)(ii) identifies the principles that a mixed use PUD include. The applicant indicates compliance with this section. Section 154.030(11)(ii)(3) states the location of the commercial center so that it is

easily accessible by pedestrians from as many of the residential areas as possible. The applicant has indicated that pedestrian or vehicular interconnection is not feasible due to the existing topography between the residential and commercial areas; however, all internal streets and Lake Ella Road will have sidewalks which provide the pedestrian access. Section 154.030(11)(A)(ii)(5) states to develop a network of parks, walkways, public art, and cultural facilities that encourage a sense of place and the overall health and well being of the community. The preliminary plan does not indicate any proposed parks within the residential tract G; however, the applicant indicates that the PUD for the entire property does offer numerous parks and are connected via streets and sidewalks. Section 154.030(11)(A)(ii)(7) states encourage alternate forms of transportation. The preliminary plan indicates pedestrian access as the alternate form of transportation via sidewalks along the streets.

3) Additionally, as to rezoning amendments:

A) Whether justified by changed or changing conditions.

The Mixed Community land use requires a PUD zoning pursuant to FLU Policy 1-1.9.

B) Whether adequate sites already exist for the proposed district uses.

A PUD zoning allows for specific development criteria allowing for a mix of housing types which cannot be achieved by a straight zoning category. The proposed 45.31-acre addition to the existing Enclave at Lake Geneva development requires a PUD zoning.

C) Whether specific requirements of the Land Development Code are adequate to ensure compatibility with adjoining properties as required by the Comprehensive Plan.

Any proposed development must comply with the land development regulations including landscape buffers which assist in buffering adjacent uses.

Concurrency

The concurrency application submitted by the applicant indicates the commercial square footage as 135,000 SF; however, the preliminary plan indicates 93,455 SF. The applicant indicated through conversations that the additional square footage of commercial was to allow for maximum commercial square footage being sought for the development.

Traffic Impact Analysis – The applicant provided a traffic statement on the concurrency application for the overall residential units of the entire PUD and the commercial area indicating that the overall PUD will generate 10,610 ADTs, of which AM peak hour is 562 trips and PM peak hour is 1,096 trips. The LOS for Lake Ella Road is "D" and the LOS for US 27/441 is "D". Chapter 153.040 requires all new development follow the requirements of the Lake-Sumter MPO, Traffic Impact Study Methodology Guidelines. Chapter 154, Section 154.030(11)(G)(ii)(l) also requires submittal of a traffic impact analysis (TIA) to meet the MPO guidelines.

The applicant indicated that the TIA for the entire PUD is being updated and will be submitted upon completion.

Solid Waste Impact Analysis **-** The LOS for solid waste is 2 collections per week pursuant to Public Facilities Policy 4-6.1. The City utilizes a private waste hauler through a franchise agreement. The rezoning will not cause a deficiency the LOS.

Utility Impact Analysis – The subject site is within the City of Fruitland Park Utility Service Area and central water is available. The LOS for water is 172 gallons per resident per day pursuant to Public Facilities Policy 4-10.1.

The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.879 MGD and the permitted consumptive use permit capacity is 1.4645 MGD. The City has a current available capacity of .3337 MGD. The proposed amendment will utilize approximately 0.06 MGD which will leave a remaining capacity of 0.277 MGD. The amendment will not degrade the LOS.

The City of Fruitland Park has an agreement with the Town of Lady Lake to treat sewage and the maximum capacity is 500,000 gallons per day (0.5 MGD). The City currently has an available capacity of 0.170 MGD for concurrency purposes. The LOS for sanitary sewer is 122 gallons per resident per day pursuant to Public Facilities Policy 4-2.1. The proposed amendment will utilize approximately 0.043 MGD which will leave a remaining capacity of 0.237 MGD. The amendment will not degrade the LOS.

School Impact Analysis – The applicant has submitted a school concurrency application to Lake County Schools. Please provide response upon receipt.

Environmental Analysis – An environmental assessment was submitted and indicates that that there are not wetlands or protected species onsite.

Rezoning – PUD Amendment

The PUD would be a PUD amendment to include the 45.31-acre parcels into the existing 145.1 acres known as The Enclave at Lake Geneva (Ordinance 2025-011) for a total project site of 190.38 acres. The 45.31-acre parcel would be utilized for 120 additional single-family units consisting of 112 units of 4,800 SF lots (40’ x 120’) and 8 units of 6,000 SF lots (50’ x 120’) and commercial consisting of retail/restaurant (14,000 SF), grocery store (48,848 SF), liquor store (9,800 SF), and commercial building (20,807 SF). It should also be noted that 2 units previously approved in Parcel B have been transferred to Parcel G for a total of 122 units. It should also be noted that the applicant is requesting a maximum of 135,000 square feet for commercial buildings. The additional units would change the total number of units from 421 units to 541 units. The gross density would be changed from 3.10 units/acre to approximately 3.25 units/acre. Gross density excludes water bodies (24.04 $\pm$ acres).

Conclusions

Please submit Traffic Impact Analysis and School Concurrency upon receipt.

The Villages®
DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

Before the undersigned authority personally appeared **Amber Sevison** who on oath says that he or she is Legal Ad Coordinator of the Villages DAILY SUN, a daily newspaper published in Sumter County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad **# 01282973** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

DECEMBER 12, 2025
DECEMBER 26, 2025

Affiant further says that the Daily Sun is a newspaper that complies with all legal requirements for publication in chapter 50, Florida Statutes.

(Signature Of Affiant)

Sworn to and subscribed before me this 30

day December 2025.

Robin L Baldeschwieler, Notary

Personally Known ____X____ or
Production Identification _____
Type of Identification Produced_____

ROBIN L. BALDESCHWIELER
Notary Public - State of Florida
Commission # HH 588770
My Comm. Expires Oct 10, 2028
Bonded through National Notary Assn.

NOTICE OF PUBLIC HEARING

ORDINANCE 2025-029

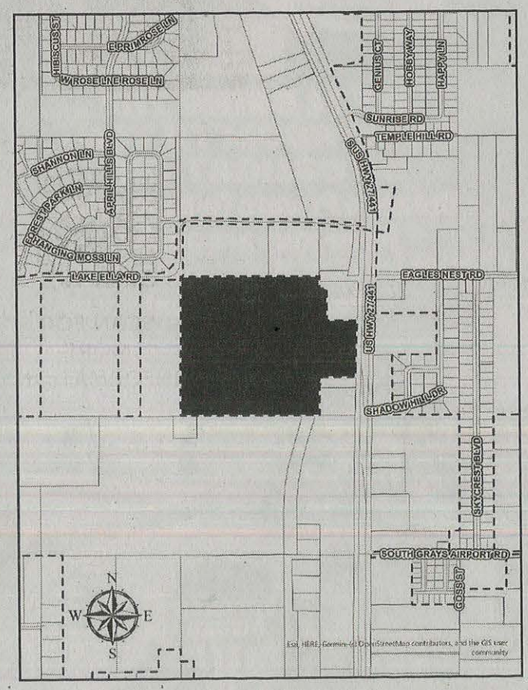
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3187, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMERCIAL TO CITY OF FRUITLAND PARK MIXED COMMUNITY OF 0.611 +/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27/441 SOUTH OF LAKE ELLA ROAD; 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.

ORDINANCE 2025-030

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, REZONING APPROXIMATELY 45.31 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA TO THE CITY OF FRUITLAND PARK DESIGNATION OF MPUD, MIXED PLANNED UNIT DEVELOPMENT WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK FOR THE PROPERTY BEING REZONED; 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 Ordinances will be considered at the following public meetings:
Planning & Zoning Board Thursday, December 18, 2025 @ 6:00 p.m.
City Commission 1st Reading Thursday, January 8, 2026 @ 6:00 p.m.
Land Planning Agency Meeting Thursday, January 8, 2026 @ 6:15 p.m.
City Commission 2nd Reading Thursday, January 22, 2026 @ 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 Ordinances 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 Ordinances.



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 Gwen Johns, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.

506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352 360-6727
FAX: 352 360-6652

Board Members:	**Others:**
Al Goldberg, Chairman	Sherie Lindh, LPG
Daniel Dicus, Vice Chair	Anita Geraci-Carver, City Attorney
Carlisle Burch	Kelli Fielder, Permit Tech II

MINUTES
PLANNING & ZONING (P&Z) BOARD
December 18, 2025
6:00 PM

I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Led by Chairman Goldberg.

II. **ROLL CALL:** All present, Ms. Grunewald and Mr. Burriel have recently resigned from the board.

III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from November 20, 2025 included for review/comment. No corrections or deletions and were approved unanimously.

IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. AdventHealth Sign Variance – Alt Key 1288088

The applicant has submitted a variance request to the sign regulations to allow an increase in total sign square footage from 150 square feet to 746.2 square feet, increase in height of monument sign from 10' to 12' for the sign located adjacent to CR 466A, additional monument sign location and additional wall signage. The revised request includes an ER Beacon Sign on the west elevation of the freestanding emergency room facility. The sign consists of illuminated channel letters reading ER, face-lit in high visibility red with a total sign area of 44.3 square feet and letter height of 4'-8 ¾ ". As a 24-hour health facility, the applicant would like to ensure visibility from all approach directions north, east, south and west to assist with wayfinding in a safe and timely manner. The applicant is also seeking approval to internally illuminate the south-facing ER portion of the spire (architectural feature). Within the Resolution (see attached excerpt) is a statement about that the ER lettering on the beacon sign may only be illuminated facing westward however, applicant is requesting that the ER lettering be illuminated facing south.

Sherie Lindh, LPG, introduced the project. Abby Mentry, 13266 Byrd Dr. Odessa, was present to represent the applicant. Ms. Mentry explained the request and the reasons behind the need for a Variance, stating that an ER must be immediately recognizable and navigable. She presented a photometric plan drawing of the ER sign. She explained the configuration of the project and the need

for additional signage. She also assured the board that they had worked with staff to ensure that the ER beacon sign would be at a wattage and lighting level that would not disturb surrounding residential areas. She said light projection brightness is less than that from a 60 watt bulb.

Mr. Burch asked that the southern exposure from the signs be subdued so the neighbors would not be disturbed. Ms. Mentry confirmed that it would be.

The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

B. <u>Blue Penguin – Development Order Extension</u>

The Development Order for Blue Penguin Car Wash was issued 13th August 2024 with an expiration date twelve (12) months from the date of approval if construction had not commenced. A letter request for issuance of an extension was dated August 21,2025. Clarification on the amount of time requested has led to the applicant seeking an 18-month extension. The applicant states that the reason for the extension request is due to economics with the biggest factor being the cost of equipment (due to imposed tariffs).

Sherie Lindh, LPG, introduced the project. There was no one present representing Blue Penguin. Mr. Dicus asked if the developer had intent to begin the project within the next 12 months. Ms. Lindh stated to the best of her knowledge, the developer has been actively seeking financial support to begin construction. She noted that construction costs have delayed the project. She noted that the code also allows them to apply for another extension.

Mr. Burch asked if there was a limit on the number of extensions that could be requested. Ms. Geraci-Carver said the Land Development Regulations are being modified and if any changes affect the project, there would be a valid reason to deny any further extensions.

The motion to approve was made by Mr. Burch and seconded by Vice Chair Dicus. It was approved by a vote of 2 to 1.

C. <u>Ordinance 2025-023 Administrative Approval of Final Plat</u>

Effective July, 1, 2025 Florida Law/State Statue, Chapter 2025-164, requires that all municipal final plats be approved administratively vice by city commission. Fruitland Park's administrative code (Land Development Regulations) will require update designating administrative authority to the Community Development Director and in his/her absence, the community development administrative manager. The final plat must be approved by the administrative designee with authority to approve final plats/replats and recorded in the public records of the county prior to the sell of any lor or parcel.

Ms. Geraci-Carver stated there were changes in the most recent legislative sessions that provides for final plats to be approved administratively. A resolution was presented to designate the authority to sign off on approvals of final plats, and this ordinance is in follow-up to that resolution and provides for the plats to be approved. This process has been designated to the Community Development Department with the community Development Director having the authority to approve plats and secondary approval would be by the Community Development Manager.

The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

D. <u>Vita Serena – Annexation, Large Scale Comprehensive Plan Amendment & Rezone/PUD for Alt Keys 1288339, 1288347, 3884327 & 1288053</u>

a. <u>Annexation; Ordinance 2025-025</u>
The applicant is seeking to develop a 410-unit subdivision comprised of 155 single family units on 40' lots, 101 single family units on 50' lots and 154 villa/duplex units on 35' lots. The property is located on the north side of County Road 466A, west of Micro Racetrack Road. The requested building height for the single-family units are 2-story. NOTE: There are a total of 4 parcels; however, one parcel, alternate key 1288339, is already within Fruitland Park's jurisdiction. The other 3 are within "unincorporated" Lake County and are requested to be annexed.
    - Letter of Objection for Annexation (Lake County) - no other objections received to date

b. <u>Large Scale Comp Plan Amendment; Ordinance 2025-026</u>
The proposed development is comprised of 4 parcels, a total acreage of 95.35 +/-, with a proposed land use of multi-family low density and a maximum density of 8 units/acre. However, the proposed gross density is 4.30 units/acre. Development in this land use category is limited to **single-family detached**, single-family attached, **two-family (duplex),** multi-family homes, and mobile homes.

c. <u>Rezone/ PUD; Ordinance 2025-027</u>
The applicant is seeking to rezone approximately 95.35 +/- acreage for property currently zoned as Lake County Agriculture and City General Commercial (C-2) to City of Fruitland Park's Planned Unit Development (PUD). The future land use map designation is requested as Commercial High Intensity and Multi-Family Medium Density. The latter is compatible to surrounding land uses. There is currently an approved proportionate share mitigation agreement with Lake County Schools. It is proposed to develop the site in three (3) phases.

Sherie Lindh, LPG, introduced the project. Ms. Geraci-Carver noted that a letter of objection had been received from Lake County, dated December 8, 2025, from Commissioner Morris. The county objects to the annexation and ultimate development of this property to protect rural lifestyles and agricultural uses. They stated that approval of the annexation and proposed development plan would negatively impact existing infrastructure and public services, potentially leading to a decrease in the quality of life for current residents. Ms. Geraci-Carver stated that two additional letters of opposition had been received. Copies of the letters have been shared with the applicants.

Logan Opsahl, 215 N Eola Dr. Orlando, Lowndes Law, was present to represent the applicant. He provided a presentation of the Vita Serena project, noting that representatives from the project team were also available to address any questions. He provided an overview of the area to provide a wholistic view of the proposed project. He noted that the PUD Ordinance does have an accompanying development agreement that will go with the zoning designation.

Mr. Opsahl noted that some improvements to Micro Racetrack Road would include signalization and a roundabout to assist with traffic calming. He noted that this project was unique in that it was targeting a multi-generational community. He noted that although a preliminary plan would be presented, it is not part of the request being presented today.

Bart Ritota, 2619 Dartford Terrace, discussed the environmental impacts of the project on surrounding property owners. He also did not think that property taxes would be sufficient to support residents that would be moving into the area. Expressed concerns of the powerlines and recommend fencing.

Catherine Stafford 35824 Micro Racetrack Road, spoke in opposition to the project. She expressed

concern about the density, noting that most of the residents along Micro Racetrack Road have been long-term residents. She said they would be highly impacted by the increased density. She also opposed the roundabout which would be directly in front of her home.

Jeffrey Ahern, 278 Almeria Street, Banbridge Villas, discussed his concerns with the impact on residents in the Bainbridge Villas. He thought the quality of life for residents would be greatly impacted. Expressed liability issues and questioned the safety of the public with the closeness of the powerlines within the proposed development.

Lonnie Wade, 35699 Micro Racetrack Road, discussed the traffic on Micro Racetrack Road.

Sally Wade, 2450 Back Water Way and owner of property at 35699 Micro Racetrack Road, talked about the impact this development would have on long-time residents along Micro Racetrack Road who are accustomed to a rural lifestyle. She also talked about the traffic impacts that would result from this development.

Mr. Opsahl addressed comments made by public participants. He acknowledged that the developer would need to work with the School Board and Lake County to address concerns from the surrounding residents. He also stated that there will be no mobile homes within this proposed development as the staff report stated mobile homes are only allowed in mobile home parks and it was marked in error somewhere on the application. He expressed that it is well known that Micro Racetrack Road has some challenges, and the developer has been in ongoing communications with Lake County.

Mr. Dicus further stated that Micro Racetrack Road is not adequate to accommodate the proposed growth. He also expressed concern that Lake County is not likely to do anything about the road. He asked if Micro Racetrack is under Lake County Jurisdiction. Ms. Lindh confirmed the jurisdiction of Micro Racetrack Road and 446A is Lake County and confirmed that a traffic impact analysis had to be applied for and reviewed by Lake County. Mr. Dicus asked if the developer would be willing to fund additional improvements to from the proposed roundabout on Micro Racetrack Road all the way to 446A. Mr. Opsahl said Micro Racetrack Road does have insufficient right of way. He said ultimately, the road would be improved as a result of impact fees.

Mr. Dicus inquired about schools and Mr. Opsahl stated that they had gotten a mitigation agreement from the Lake County School Board. He explained how school concurrency works to fund schools in an area based on growth.

Mr. Dicus wondered if the lot sizes could be increased for the proposed development. Ms. Geraci-Carver said the Planned Unit Development application reflected what the developer had applied for but there would be opportunity for negotiations between the developer and the City.

Mr. Burch was concerned about the congestion in the area. Mr. Opsahl said the clustering is part of the reason why a Planned Unit Development is necessary, to accommodate a mix of houses and where they are placed to allow features like amenities and the open area with a trail. Mr. Burch also noted that the density outside of Fruitland Park corporate limits is not reflective of the desires of Fruitland Park.

There was a brief discussion about how the project would be broken down into three phases. Richard Wohlfarth, as applicant, on behalf of Joseph C. Burke Jr., owner, noted that the timing would be directly related to sales. Mr. Burch asked about the duplex units and their ownership. Mr. Wohlfarth

stated that the entire project will be fee-simple.

Mr. Dicus said there are road issues that are not going to be fixed by the developer, Lake County, or Fruitland Park. He asked if there was any flexibility for not having the roundabout, leaving Micro Racetrack Road alone, and using Oliver Lane for all ingress and egress from the development. Ms. Lindh responded, citing code specific information which requires two access points for ingress and egress.

Mr. Wolfarth said that anything over 100 units would require two entrances. He also pointed out that the road impact fees for this project are over a million dollars. He committed to working with Lake County to try to ensure that the dollars collected are used to improve Micro Racetrack Road.

Mr. Burch questioned with the South entrance is going to be combined with Advent. Mr. Opsahl stated that there will be a light installed. Andrew Calhoun, Pontre Vetra Florida, Developer, further explained a Tri-Party Agreement between Lake County, AdventHealth and the Developer to address some of the concerns expressed for ingress and egress.

Ms. Geraci-Carver reviewed the Lake County objection letter giving the most important points. Density, impact on infrastructure, access points, permitting, dedicated turn lanes, and roundabout requirements.

Annexation; Ordinance 2025-025; Alt keys 1288347, 3884327 & 1288053
The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

Large Scale Comp Plan Amendment; Ordinance 2025-026
The motion to deny was made by Mr. Burch and seconded by Vice Chair Dicus with the recommendation that the lot sizing being enlarged. It was approved by a vote of 2 to 1.

Rezone/PUD; Ordinance 2025-027
The motion to deny was made by Mr. Burch and seconded by Vice Chair Dicus. It was approved by a vote of 2 to 1.

E. The Enclave at Lake Geneva (G&H) – Small Scale Comprehensive Plan Amendment & Rezone for Alt Keys 1284384, 2748770, 1809444, 1809436, 1284422, 1284392

a. Small Scale Comp Plan Amendment, Ordinance 2025-029
Approximately 0.611 +/- acres (26,635 square feet applicable to a portion of alternate key 1284422), more or less of the right of way line of CSX Railroad (an abandoned railway - see applicant's sketch of description) requiring change to the City of Fruitland Park's Future Land Use Map from "Commercial" to "Mixed Community".

b. Rezoning to Mixed Planned Unit Development (MPUD), Ordinance 2025-030
The properties are being developed as part of a larger project known as The Enclave at Lake Geneva consisting of parcels contained within A-F. Overall the applicant is seeking to add additional single family homes not to exceed an additional 121 units. Permitted uses through the addition of parcels contained within G & H would also allow for some portions specified under the C-1 zoning designation to have commercial uses; as well as uses specified under C-2.

Sherie Lindh, LPG, introduced the project. Mr. Opsahl provided a presentation on the project. Logan Opsahl, 215 N Eola Dr. Orlando, Lowndes Law, was present to represent the applicant. He provided a presentation of the G & H portion of The Enclave at Lake Geneva project, noting that representatives from the project team were also available to address any questions. He provided an overview of the area to provide a wholistic view of the proposed project.

Mr. Dicus questioned the possible extension of Lake Ella Road straight out to US Hwy 441/27. Mr. Opsahl stated that there is an agreement in process.

Small Scale Comp Plan Amendment, Ordinance 2025-029
The motion to approve was made by Vice Chair Dicus and seconded by Mr. Burch. It was unanimously approved.

Rezoning to Mixed Planned Unit Development (MPUD), Ordinance 2025-030
The motion to approve was made by Mr. Burch and seconded by Vice Chair Dicus. It was unanimously approved.

BOARD MEMBERS' COMMENTS:

Mr. Dicus inquired about what it would take to address allowable lot sizes in the Land Development Regulations. Ms. Geraci-Carver responded that a request would have to be made to the City Commission. Ms. Lindh further stated that she and Mr. Ranking had been working together to create a list of LDR amendment. She discussed some of the proposed changes and stated that right now the City is not allowed to adopt any stricter regulations. She noted that proposed changes are being reviewed.

PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. 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 Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

ADJOURNMENT: 8:11 p.m.

FRUITLAND PARK
POLICE DEPARTMENT
Interim Chief Henry Rains

TO: Mayor and City Commission
FROM: Chief Henry Rains, Fruitland Park Police Department
DATE: December 18th, 2025
SUBJECT: Reserve Police Officer Program Operational Overview and Budget Clarification

The purpose of this memo is to explain the structure and benefits of the Reserve Police Officer Program and to clarify how the allocated **$15,000** in the current budget supports the program's operations. As several members of the Commission are newly elected, this memo provides a clear overview of how the program functions, why it is being reinstated, and how it enhances staffing efficiency, reduces overtime, and supports department readiness.

For more than ten years, the City has budgeted funds to maintain a Reserve Officer Program; however, during the last fiscal year, the program was not utilized due to staffing transitions and organizational restructuring. As we continue rebuilding the department's culture and modernizing operations, reinstating the reserve program provides a cost-effective way to supplement staffing, strengthen our response capabilities, and support retention and recruitment. The program is fully funded in the adopted budget with an allocation of **$15,000**, which covers compensation for reserve officers working above their 12 required volunteer hours per month.

It is important to note that the **$15,000 budget does not include uniforms or equipment.** The department provides uniforms, duty gear, and all required equipment from our existing inventory. This eliminates new or unexpected expenses and ensures that reserve officers maintain the same appearance and safety standards as full-time officers. Additionally, the department has spare patrol vehicles that reserve officers will use during their shifts. Reserve officers do **not** receive take-home vehicles.

Regarding training requirements, reserve officers must be certified law enforcement officers under CJSTC standards. If an applicant is currently serving with another agency or has extensive prior experience, such as 20+ years our program allows their outside training to count toward our requirements. In those cases, they will complete an orientation and an expedited Field Training Program focused specifically on Fruitland Park's policies, procedures, geography, and

expectations. This approach maintains professional standards while avoiding unnecessary duplication of training and reducing onboarding time.

At this time, the department intends to maintain **two reserve officers** in the program. This number provides meaningful staffing support without exceeding the program's budget or available equipment resources. The reserve program allows us to bring in trained, certified officers who can support patrol operations, assist with investigations, and work during major events all at a fraction of the cost of assigning overtime to full-time personnel. Because reserve officers must volunteer **12 hours per month before becoming eligible for compensation**, the City receives significant staffing benefit before any salary expense is incurred.

Reinstating the Reserve Police Officer Program strengthens public safety, reduces overtime expenditures, and ensures we have additional trained personnel available when needed most. I appreciate the opportunity to provide this clarification and remain available to answer any further questions the Commission may have.

Respectfully submitted,

Chief Henry Rains
Fruitland Park Police Department

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET

Item Number: 8b

ITEM TITLE: **CITY ATTORNEY REPORT**

MEETING DATE: **January 8, 2026**

DATE SUBMITTED: December 27, 2025

SUBMITTED BY: City Attorney

Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116: On January 21, 2025, Ms. Herald filed a two-count complaint against the City for negligent hiring and negligent supervision of former City employee Jabari Hopkins. Ms. Herald seeks damages in excess of $50,000 for emotional distress associated with Mr. Hopkins' criminal activities of reselling an occupied crematory vault and disturbing the remains of her late husband. On September 21, 2023, Mr. Hopkins entered a plea to the charges and was adjudicated guilty and sentenced to 5 years of probation. Attorney Joshua Walker of Walker, Revels, Greninger, PLLC has been appointed to defend the City. On March 14, 2025, an Answer and Affirmative Defenses were filed on behalf of the City. On June 6, 2025, Plaintiff filed a response to the City's Request to Produce, and on June 11, 2025, Plaintiff filed responses to City's Interrogatories to Plaintiff.

On October 29, 2025, attorney Walker defending the City filed a Notice of Taking Deposition of the Plaintiff, Linda Herald, on November 21, 2025. The deposition was cancelled due to the unavailability of Plaintiff's attorney. As of the date of this report the deposition has not been rescheduled.

FUNDS BUDGETED: **N/A**

ATTACHMENT: **N/A**

RECOMMENDATION: **N/A**

ACTION: **N/A**