

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA
JANUARY 22, 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 – Interim Police Chief Henry Rains

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

2. ROLL CALL

3. CONSENT AGENDA

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows:
(1) Pull the 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)

January 8, 2025, Regular City Commission Meeting

4. REGULAR AGENDA

(a) Resolution 2026-005, Budget Amendment for Clean Water Facilities Plan for the Proposed Wastewater Treatment Plant (city manager/city attorney/finance department)

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 IN THE AMOUNT OF \$76,346 FOR ENGINEERING FEES TO DEVELOP A CLEAN WATER FACILITIES PLAN AND DECREASING THE SEWER IMPACT FEE RESERVE IN THE UTILITY FUND BY THE SAME AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

- (b) Resolution 2026-006, Task Order #1 Professional Services Agreement with Halff Associates for Clean Water Facilities Plan for the Proposed Wastewater Treatment Plant** (city manager/city attorney/finance department)

A RESOLUTION FO THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROFESSIONAL SERVICES PROPOSAL DATED JANUARY 9, 2026, FROM HALFF AND ASSOCIATES, INC. TO DEVELOP A CLEAN WATER FACILITIES PLAN; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

- (c) Resolution 2026-007, Budget Amendment for Design of Wells 9 & 10** (city manager/city attorney/finance department)

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 IN THE AMOUNT OF \$103,512 FOR ENGINEERING FEES TO DESIGN WELLS #9 AND #10, DEVELOP THE SPECIFICATIONS AND BIDDING DOCUMENTS, BIDDING OVERSIGHT AND PROJECT ADMINISTRATION AND DECREASING THE WATER IMPACT FEE RESERVE IN THE UTILITY FUND BY THE SAME AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

- (d) Resolution 2026-008, Approving Scope of Services with Halff Associates, Inc. for Design of Wells No. 9 and No. 10, Not to Exceed Cost of \$103,511.50.** (city manager/city attorney/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CITY OF FRUITLAND PARK WELL DESIGN, BIDDING AND CONSTRUCTION OVERSIGHT PROPOSAL DATED JANUARY 12, 2026, BETWEEN THE CITY OF FRUITLAND PARK AND HALFF ASSOCIATES, INC. TO PERFORM WELL CONSTRUCTION HYDROGEOLOGIC SERVICES, PREPARE WELL CONSTRUCTION SPECIFICATIONS AND BID DOCUMENTS, AND PROVIDE PROJECT ADMINISTRATION SERVICES IN AN AMOUNT NOT TO EXCEED \$103,511.50; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

(e) Resolution 2026-010, Micro Paving for Chelsea Run and Wingspread Subdivisions (city manager/city attorney/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK APPROVING AS PROPOSAL FROM ASPHALT PAVING SYSTEMS, INC. IN THE AMOUNT OF \$307,897.56 FOR DOUBLE MICRO SURFACING OF ROADS WITHIN WINGSPREAD AND CHELSEA'S RUN SUBDIVISIONS LOCATED WITHIN THE CITY OF FRUITLAND PARK; AUTHORIZING THE CITY MANAGER TO EXPEND UP TO \$307,897.56 IF NECESSARY; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

5. PUBLIC HEARING

(a) Second Reading and Adoption 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) Second and Final 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.

- (c) Second and Final 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.

(d) First Reading of Ordinance 2026-004, Amending the Code of Ordinance to Increase the City Manager's Purchasing and Contracting Authority (city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTIONS 2-289 AND 2-291 IN CHAPTER 2 OF THE CODE OF ORDINANCES INCREASING THE CITY MANAGER'S PURCHASING AND CONTRACTING AUTHORITY; PROVIDING FORT CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

END OF PUBLIC HEARING

6. (a) City Manager

(b) City Attorney

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

7. UNFINISHED BUSINESS

8. 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.

9. COMMISSIONER COMMENTS

- (a) Vice Mayor DeGrave**
- (b) Commissioner Williams**
- (c) Commissioner Cosenza, III**
- (d) Commissioner Raysin**

10. MAYOR'S COMMENTS

11. ADJOURNMENT

DATES TO REMEMBER

Thursday, February 5th	AARP Tax Aide Kickoff at Library (through April 9th)
Friday, February 7th	5K Love Run at 8:00 a.m.
Thursday, February 12th	City Commission Meeting
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: **3a**

ITEM TITLE: **Draft Meeting Minutes January 8, 2026 Regular Meeting**

MEETING DATE: January 22, 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 of the Consent Agenda**

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
JANUARY 8, 2026**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida on Thursday, January 8, 2026, at 6:00 p.m.

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

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; Interim Community Development Director Michael Rankin; Community Development Administrative Manager Sharon Williams, Brenda Sigala, Permit Tech 1 & Kelli Fielder, Permit Tech II and Gwen Johns, City Clerk.

Total Attendance: 49

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

After Mayor Cheshire called the meeting to order, an Invocation was given by Chuck Padgett, Trinity Assembly, 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. RECESSED TO LOCAL PLANNING AGENCY at 6:03 p.m. and reconvened the City Commission meeting at 6:10 p.m.

Mayor Cheshire asked Ms. Geraci-Carver to explain changes to the agenda. She stated the items were being rearranged so that one presentation could be made for each project. The applicant for each project will address any questions and comments at one time, and public comments will be made for each project and will apply to all of the related agenda items.

4. CONSENT AGENDA

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

December 11, 2025, Regular City Commission Meeting

A motion was made by Commissioner Cosenza and seconded by Commissioner Williams to approve the minutes from December 11, 2025, as presented.

Mayor Cheshire called for a vote on the motion and declared it carried unanimously, 5-0.

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.

Michael Rankin, Interim Community Development Director, explained the request. He stated that as final inspections were conducted, staff noticed a segway from the approved site plan to what is before the City Commission for review. Staff determined that the developer needed to present the site modifications to the City Commission for approval since they were not consistent with the actual plan that was approved in March 2022.

John McDonald, on behalf of Evolve FP, LLC, stated that he originally presented this project, and he promised the City Commission a project packed full of amenities. Noting that this type of project evolves over time, particularly throughout the course of construction, some of the needs that the developer thought they had based on The Villages population were not meeting the needs of the tenants being attracted to the project. Therefore, the developer decided to install a playground in lieu of three of the planned pickleball courts. In addition, an outdoor putting green was added. Those were the first revisions to the approved plans. The second revision was related to sidewalks. Mr. McDonald stated that all buildings were to be placed around a pond which would provide residents with a waterfront view. However, upon their review, the St. Johns River Water Management District (SJRWMD) did not approve the wet retention pond. What was planned to be a pond with sidewalks around it did not come to fruition. There are still sidewalks within the development which provide connectivity around the structures. There were a lot of sidewalks which did not lead to any destination, and the developer believes the current configuration is better than that proposed and approved. The project is finished, and he requested that the City Commission approve the minor changes that were made to the site plan.

Mr. McDonald noted that the Attorney and Civil Engineer for the project were present to answer any questions.

Vice Mayor DeGrave asked when the developer planned to discuss with the City Commission their decision to modify the approved plan, noting that such changes typically require a hydraulic review to ensure the revisions will function as intended. He asked if City staff had seen that review. Mr. McDonald stated they had been collaborating with staff on all of the changes. He added that SJRWMD has complete say over the final design and any changes have been submitted to the city. He said any changes related to water or other utilities have been submitted to the city for review and approval. He said the developer had to completely redesign the engineering of the pond from a wet pond to a dry pond. He also said that removing pickleball courts and replacing them with a playground should have been a conversation with staff. Anything related to utilities was put in front of the city for approval. Vice Mayor DeGrave asked if all of the amenities were included in the Master Development Agreement (MDA). Ms. Geraci Carver said the amenities are not typically

specified in the MDA unless there is something specific that the Commission requests. The site plan is usually detailed out, and the Commission has an opportunity to comment on them. He showed illustrations of the final project and amenities. He showed the original version of “amenity island” and the current version and stated that he feels the final project being delivered is better than what had been proposed. He said open space is sought after by tenants. He also noted there are still opportunities to meander around and behind the buildings.

Vice Mayor DeGrave thought it was interesting that Mr. McDonald called the project “enhanced.” He struggled with the changes being made and forgiveness being asked for after the fact. He pointed out that the word “enhanced” is subjective.

Commissioner Cosenza referred to the retention pond, asking if that area would be enhanced. Mr. McDonald said the area would be sodded, even though it will hold water during the rainy season, approximately two months. He said it is going to be a challenge for the developer to maintain the dry pond. Commissioner Cosenza questioned the placement of grass that would continually die.

Mayor Cheshire asked why SJRWMD did not approve the wet pond. Mr. McDonald responded that it had a lot to do with the soils and the water table.

Mr. Rankin noted that staff was aware of the SJRWMD review, and if any comments are given, they are duly noted. This project has been a struggle because Mr. Rankin said he is the one who requested this come back to the commission because it was supposed to be a retention pond that retains water, to a detention pond that detains water. As Mr. McDonald mentioned, the area will have moisture sometimes, but not all the time. Mr. Rankin believed that the SJRWMD turned this down because of the condition of the soil and permeation.

Mayor Cheshire asked when the SJRWMD denied the plan. Mr. McDonald responded that it was after the City Commission saw the site plan but before the buildings were constructed. Mayor Cheshire asked what would have happened if the city commission had known about this, noting that now there is an eyesore even though the apartments and amenities are beautiful.

Vice Mayor DeGrave stated that he specifically asked if the quality of the development shown in the illustrations during the review process was what would actually be constructed, and he was assured that it would be.

Mayor Cheshire commented that he was okay with the playground but would have liked to have known about the dry pond before this point in the process.

Mayor Cheshire asked about safety issues with the pond now being a dry hole in the ground that will collect water during rainy season. Mr. McDonald said the water would not be deep; it would be anticipated to be no more than approximately 6 inches.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve the Site Plan Modification Pertaining to Amenities for the Evolve at Grove Park Project.

Mayor Cheshire called for a vote on the motion and declared it carried unanimously, 5-0.

- (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.**

Vice Mayor DeGrave asked if the City should retain a higher percentage for the streets. Mr. Rankin said a maximum of 115% was requested, but it would depend on the market. He added his level of comfort was that the expense should be covered. His opinion was based on his involvement with projects in other Cities for bond release where the expense had been covered.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to Approve the 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.

Mayor Cheshire called for a vote on the motion and declared it carried unanimously, 5-0.

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

Ms. Geraci-Carver read Resolution 2026-001, by title only.

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.

A motion was made by Commissioner Cosenza and seconded by Commissioner Raysin to approve Resolution 2026-001, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

- (d) 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.**

Ms. Geraci-Carver read Resolution 2026-002, by title only.

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.

Vice Mayor DeGrave asked Ms. Manila about using the ARPA money for the Public Safety Building. He asked if by shifting both this one and the land acquisition, if any funding for the Public Safety Building would be jeopardized. Ms. Manila said no.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve Resolution 2026-002, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

(e) Resolution 2026-003, Approving a Negotiated Engineering Contract for the Wastewater and Reclaimed Water Treatment Plants.

Ms. Geraci-Carver read Resolution 2026-003, by title only.

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.

Ms. Geraci-Carver advised the City Commission that much of the agreement had been negotiated, and there were a few proposed changes from Halff that had been discussed with Halff and the City Manager. She stated the changes were not substantive and suggested that approval of the resolution include allowance for the City Manager to make necessary changes based on the review and comments.

Vice Mayor DeGrave asked if this approval would serve as authorization to begin the entire project. Ms. Manila noted she would be asking the Commission for direction on getting started with the design. She asked Mr. Ern to discuss the funding needed to get started on the 30% design.

Rob Ern, Halff Associates, stated that a task order page was provided in the agenda packet and it shows the first phase will be the facilities plan which is necessary for the submission for funding. The second phase will be preliminary design, approximately 30% design, which is the level that can be submitted to the Florida Department of Environmental Protection (FDEP). The rest will be the final design of the project. The next meeting for state revolving fund money will be in August, however, waiting until then to start would significantly slow the project. Mr. Ern suggested that impact fees should be available and could be used for the 30% design. He was fairly confident that 30-50% of the plant would be paid for through grant funding. He then discussed other grant opportunities in which the city could participate.

Vice Mayor DeGrave asked if any of the preliminary work would be reimbursable. He said some of this has to be done before submitting for grant funding. Mr. Ern responded that everything done during final design would be reimbursable; but the first \$400,000 - \$450,000 would be applied to the first preliminary design, which would not be reimbursable. He also stated that some of the other grant programs require a match, and if money is spent out of pocket and not reimbursed, it will count toward the required match. Ms. Manila said there are impact fee funds available to start the project.

A motion was made by Commissioner Cosenza and seconded by Commissioner Williams to approve Resolution 2026-003, to include an allowance for the City Manager to make necessary changes based on the review and comments.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

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

Ms. Geraci-Carver read Resolution 2025-089, by title only.

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, STORMWATER 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.

Vice Mayor DeGrave asked if this property was for sale and Mr. Rankin said no, and that the plan is to construct a car wash. He noted the site plan had been approved. In addition, a variance was approved for landscaping due to transmission lines on the property. Vice Mayor DeGrave asked if the site plan extended MDA would travel with the site and Ms. Geraci-

Carver said yes, although it would not necessarily require them to build a car wash. This would go with the new owner if they wanted to build a car wash.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve Resolution 2025-089, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

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

Ms. Geraci-Carver read Resolution 2025-090, by title only.

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, AND 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.

Interim Police Chief Rains discussed the LPRs and stated they are not used for writing or issuing citations or enforcement of traffic violations. He provided some statistics.

Sargeant Anthony Buehler explained how the FLOCK camera network works.

A question-and-answer period ensued about details of how the FLOCK cameras would be used by the Fruitland Park Police Department. There was also discussion about the cost for the equipment, software and maintenance. Ms. Geraci-Carver clarified the termination options included in the contract to be used in the event the city chooses not to budget for the cameras in the future.

A motion was made by Commissioner Cosenza and seconded by Vice Mayor DeGrave to approve Resolution 2025-090, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

7. PUBLIC HEARING

(a) First Reading of Ordinance 2025-023, Designating Administrator for the Approval of Final Plats.

Ms. Geraci-Carver read Ordinance 2025-023, by title only.

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.

Ms. Geraci-Carver explained the request being approved by this ordinance. She said preliminary plats will be presented to the City Commission.

A motion was made by Commissioner Williams and seconded by Commissioner Cosenza to approve the first reading of Ordinance 2025-023, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

- (b) First Reading of Ordinance 2025-025, Annexation of Approximately 93.74± Acres 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.**

Ms. Geraci-Carver read Ordinance 2025-025, by title only.

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.

Logan Opsahl, Attorney with the Lowndes firm, 215 N Eola Drive, presented the Vita Serena project, which consists of 93± acres on the Lake and Sumter County line. He stated that the plan had been revised since the Planning and Zoning Board meeting. He noted some of the comments and concerns were addressed in the revised site plan. He stated this particular project has been referred to as a multi-generational project and discussed the compatibility of the development while noting that the property is against the county line, which provides some unique circumstances. Mr. Opsahl discussed the two proposed access points and the significant infrastructure and in-road networks in the area. An Aerial photograph was provided to illustrate where the AdventHealth

hospital would be developed, an existing shopping center and part of The Villages development. The site is currently a pasture, high and dry, without a lot of trees other than along the property lines. He introduced the project team, available to answer any questions.

Mr. Opsahl said the number of units had been reduced from 410 to 344 in the revised plan. The lots that were 35' x 120' had been eliminated. He discussed connectivity of the development to Micro Racetrack Road with an upgraded entrance and addition of a roundabout. He stated the community would have ample amenities and discussed the community vision, explaining real world considerations for a project like this.

Vice Mayor DeGrave asked if developer had secured property for the roundabout and Mr. Opsahl said the developer would provide all right of way for the roundabout. Vice Mayor DeGrave asked about the stormwater retention ponds to the far west, noting they were underneath the power lines. Mr. Opsahl responded the retention ponds would be dry and they would not be located under power lines or on any power company rights-of-way.

Andon Calhoun, Oviedo, Florida, said the stormwater ponds would be located to the west of the transmission ponds and would be dry. Vice Mayor DeGrave asked about communications with Lake County, and Mr. Calhoun said there had been and would be ongoing communication with Lake County. A traffic signal would be installed at 466A, and the developers will share costs with Lake County for the signalization device and road improvements. He noted there is a tri-party agreement that includes Advent Health, Lake County and the developer. Vice Mayor DeGrave asked if provisions had been made to allow for four lanes in the roundabout, if needed. Mr. Wohlfarth said yes, the roundabout is flexible and a fourth lane to the east could be added once deemed necessary.

Vice Mayor DeGrave did not support 40' lots, and he noted the City's Land Development Regulations are being modified to allow 50' lots.

Commissioner Williams asked how the school district would accommodate additional students. Mr. Opsahl said a full concurrency review had been done with Lake County Schools, and a mitigation agreement is in place to allow for a grant and school impact fees to go toward construction of a new school as needed. The county has approved that agreement.

Mayor Cheshire asked for an explanation of the traffic along CR466A and Micro Racetrack Road, and whether Lake County had approved the roundabout. Mr. Opsahl responded that design was part of ongoing conversations with the county. Mr. Wohlfarth added the traffic impact analysis has been completed, and the roundabout design came from the County to the developer. Traffic study currently shows level of service "D" on Micro Racetrack Road, but it is currently operating at a "C" level in the segment up to Lake Ella. The original request was 8 units per acre. Currently, the property is zoned agricultural and commercial. Mayor Cheshire expressed concern with the traffic.

Public Comments

Jeffrey Ahern, 278 Alberia Street, shared his concerns about the proposed project.

Catherine Stanford, 35824 Micro Racetrack Road, property owner on Emery Lane, a crossroad to Micro Racetrack Road, stated her opposition to the proposed project and discussed her concerns.

Maurice Allen, raised on Micro Racetrack Road, asked about the roundabout and expressed concern about traffic issues.

Annie White, 356119 Racetrack Road, shared current real estate data from a local newspaper.

Bart Ritota, 2619 Dartford Terrace, and adjacent to proposed plan, spoke about the global housing crisis and expressed his concerns about the proposed project.

Peter Nolan, 257 Ellington Run, discussed his concerns about the proposed project.

Sue Nolan, 257 Ellington Run, discussed her concerns about schools, as related to the proposed project. She also expressed concerns about power lines in the area.

Mitchell Langley, 101 S Valley Road, spoke in support of the proposed project.

Dan Knaul, 2577 Dartford Terrace, expressed concerns about the proposed project. He felt the dry ponds would be ugly.

Debra Fromhart, 268 Rhapsody Path, expressed concerns about the proposed project and whether gopher turtles would be properly relocated.

Vice Mayor DeGrave asked Mr. Opsahl if the developer had considered larger-sized lots. Mr. Opsahl said the number of 50' lots had been increased. Vice Mayor DeGrave asked if everything that isn't a 50' lot could be eliminated and Mr. Opsahl said that would not be a viable option.

Mr. Opsahl responded to questions and comments made by public.

Commissioner Raysin stated that he felt torn because he could understand both sides.

Vice Mayor DeGrave thought that too much was being squeezed on the property, and that the project would not be a good neighbor to the surrounding areas. He suggested the developer further consider and address the topics discussed. He supported the annexation but would not vote for the 2nd reading without significant modifications to the proposed plan. He felt the developer was moving in the right direction, but that there was still room for improvement.

Commissioner Williams agreed with Vice Mayor DeGrave. She acknowledged the need for housing to serve a younger population with smaller budgets, and she understood the benefits to annexing this property into the city. However, a lot of issues were bound up here, and she, too, thought that 40' lots were questionable but thought there was opportunity to make some positive changes.

A motion was made by Commissioner Cosenza and seconded by Commissioner Raysin to DENY the First Reading of Ordinance 2025-025, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

- (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.**

Ms. Geraci-Carver read Ordinance 2025-026, by title only.

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.

Ms. Geraci-Carver stated that ordinances require two readings, and this item could move forward with changes at the time of the second reading. A vote not to transmit at this time would require re-application. She also stated that the ordinance had been read based on the application that was submitted, but the developer has stated that they are requesting something less than initially requested.

See all related discussion under Item 7b, Vita Serena Annexation.

A motion was made by Vice mayor DeGrave and seconded by Commissioner Williams to DENY the First Reading of Ordinance 2025-026, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

- (d) 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.**

Ms. Geraci-Carver read Ordinance 2025-027, by title only.

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.

Ms. Geraci-Carver recommended the City Commission table this item.

See all related discussion under Item 7b, Vita Serena Annexation.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to TABLE the First Reading of Ordinance 2025-027, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

- (e) First Reading of 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.**

Ms. Geraci-Carver read Ordinance 2025-029, by title only.

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 FOR 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.

Mr. Rankin provided an explanation of the request.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve the First Reading of Ordinance 2025-029, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

- (f) 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.**

Ms. Geraci-Carver read Ordinance 2025-030, by title only.

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.

Vice Mayor DeGrave said the map that was provided had not been helpful. He asked Mr. Rankin if the property was being filled with 40' lots. Ms. Geraci-Carver said the MPUD Ordinance sets forth the lot sizes on page 3, and they are 40' and 50' lots. Vice Mayor DeGrave's stated that his previous comments regarding small lots and small houses with small setbacks, narrow side setbacks and little garages still apply. Mr. Opsahl noted this one is quite different than the last project in that it is Enclave at Lake Geneva Parcels G & H. This was originally going to come to the City Commission as an amendment to the existing enclave PUD. This is consistent with the other Enclave projects.

Rick Wohlfarth explained the project being added to the existing Enclave. Parcels A1 – F, which have been preapproved, and the site is totally cleared and almost completely filled. The 45 acres illustrated in blue are being added and about 15 of the eastern side

acres are commercial with a commercial proposed project. As part of that project, parcel “H” represents the commercial section.

Maurice Allen asked about the cemetery in that area to which Mr. Wohlfarth stated it was a nonissue as the developer had elected to put lines on the east side.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve the First Reading of Ordinance 2025-030, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

(g) Resolution 2025-056, Approval of a Variance to Allow an Increase in Total Sign Square Footage for Monument Signs, Applicant: Advent Health.

Ms. Geraci-Carver read Resolution 2025-056, by title only.

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.

Addie Mentry, 13266 Byrd Drive, Odessa Florida, and the applicant from Creative Sign Designs. On behalf of AdventHealth, Ms. Mentry presented the request for a sign variance.

A motion was made by Commissioner Cosenza and seconded by Commissioner Raysin to approve Resolution 2025-056, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

END OF PUBLIC HEARING

8. QUASI-JUDICIAL PUBLIC HEARING

END OF QUASI-JUDICIAL PUBLIC HEARING

9. (a) City Manager

Ms. Manila asked Interim Police Chief Rains to provide a brief statement about reimplementation of the Reserve Officer Program. Chief Rains stated he would like to move forward with the reserve officer program, making it solely based on volunteers. He said funding had been allocated to cover compensation for reserve officers working above their

Twelve required volunteer hours per month. He said the money in the budget would be used to provide some type of stipend.

Vice Mayor DeGrave stated that relying on volunteers may not be the best option if a reserve unit is needed. Ms. Manila agreed the concern was valid and explained that Chief Rains would first attempt to operate a volunteer reserve program; if it proved ineffective, staff would anticipate requesting budgetary funding for part-time officers during the upcoming budget process.

(b) City Attorney

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

11. UNFINISHED BUSINESS

There was no unfinished business.

12. PUBLIC COMMENTS

Gerald Katz, 3224 Delk Drive, was on his way to Publix at 5:30 and decided to see how his city works, noting that he would be attending City Commission meetings on a regular basis. He praised Police Officer John Simone for his response and how he managed the situation when his wife passed away recently.

Mitchell Langley, 101 S Valley Road, praised Interim Police Chief Rains and city staff for their response to an incident that happened on January 7, 2026.

13. COMMISSIONERS' COMMENTS

(a) Commissioner Williams – Nothing to report.

(b) Commissioner Cosenza – Nothing to report.

(c) Commissioner Raysin – Nothing to report.

(d) Vice Mayor DeGrave – Nothing to report.

14. MAYOR’S COMMENTS

Mayor Cheshire announced the following important dates:

Monday, January 19 th	City Offices Closed in Observance of Martin Luther King Jr. Holiday
Thursday, January 22 nd	City Commission Meeting 6:00 p.m.
Thursday, February 5 th	AARP Tax Aide Kickoff at Library
Friday, February 7 th	5K Love Run 8:00 a.m.
Friday, February 13 th	Progressive Dinner & Comedy Night

15. ADJOURNMENT

The meeting adjourned at 9:03 p.m.

Gwen Johns, MMC, City Clerk

Chris Cheshire, Mayor

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

ITEM TITLE: **Resolution 2026-005 Budget Amendment for a Clean Water Facilities Plan for the Proposed Wastewater Treatment Plant**

MEETING DATE: January 22, 2026

DATE SUBMITTED: January 12, 2026

SUBMITTED BY: city attorney/city manager/city treasurer

BRIEF NARRATIVE: **Resolution 2026-005** increases the Utility Fund Expenditures by \$76,346 and decreases Sewer Impact Fees to fund the Wastewater Facilities Plan.

Included on tonight's agenda is the approval of the task order #1 for designing the new wastewater treatment plant. This task order scope of services with Halff Associates, Inc. is to develop a Clean Water Facilities Plan for the proposed Wastewater Treatment Plant. A Facilities Plan is required to submit an application for State Revolving Fund (SRF) funding for the proposed wastewater treatment plant.

This budget amendment will use monies from the Sewer Impact Fees Reserve. It will increase the engineering fee expense line item in the sewer fund and decrease the amount of wastewater impact fee reserves.

FUNDS BUDGETED: \$76,346

ATTACHMENTS: Proposed resolution, budget amendment

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Resolution 2026-005**

RESOLUTION 2026-005

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 IN THE AMOUNT OF \$76,346 FOR ENGINEERING FEES TO DEVELOP A CLEAN WATER FACILITIES PLAN AND DECREASING THE SEWER IMPACT FEE RESERVE IN THE UTILITY 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 engineering fees budget to cover expenses to develop a Clean Water Facilities Plan required to submit an application for State Revolving Fund (SRF) funding for the proposed wastewater treatment plant; and

WHEREAS, sufficient funds are available in the Utility Fund Sewer Impact Fee reserve to cover the expenditures; 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 FY 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 22nd day of January, 2026, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Gwen John, 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

CITY OF FRUITLAND PARK

Budget Amendment: Clean Water Facilities Plan for the Proposed Wastewater Facilities Plant

FY2026

To: CITY MANAGER

Date: 22-Jan-2026

Prepared by: Finance Department
Department Head

Approved: _____
City Manager

REVENUES:

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

EXPENDITURES:

Object name & #	<u>400-530-535-30311 Engineering Fees</u>	Amount:	<u>76,346</u>	Inc/Dec
Object name & #	<u>400-000-000-15116 Utility Fund Sewer Impact Fees</u>	Amount:	<u>76,346</u>	Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec

Explanation: To fund task order #1 under the professional services agreement for design of the new wastewater treatment plant. Task order #1 is the Clean Water Facilities Plan.

Approved by Commission: _____
Date

City Clerk

City Treasurer

Mayor

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

ITEM TITLE: **Resolution 2026-006 Approving a Professional Services Agreement with Halff Associates, Inc. to Develop a Clean Water Facilities Plan for the Proposed Wastewater Treatment Plant**

MEETING DATE: January 22, 2026

DATE SUBMITTED: January 12, 2026

SUBMITTED BY: city attorney/city manager

BRIEF NARRATIVE: **Resolution 2026-006** approves the professional services agreement with Halff Associates, Inc. to develop a clean water facilities plan for the proposed wastewater treatment plant.

The Clean Water Facilities Plan is required to apply for State Revolving Fund (SRF) funding for the proposed wastewater treatment plant. The Facilities Plan will include everything required for SRF Funding for construction of the wastewater treatment plant. The Clean Water Facilities Plan will be submitted to the Florida Department of Environmental Protection (FDEP) as required for obtaining SRF funding.

The Scope of Work includes several phases:

• Phase 100	Clean Water Facilities Plan	\$42,100
• Phase 200	WWTP Funding Plan	\$23,196
• Phase 300	Environmental Site Assessment	\$ 7,500
• Phase 400	Project Management	\$ 2,550
• Phase 9999	Reimbursables	<u>\$ 1,000</u>
	Total	<u>\$76,346</u>

Sewer impact fees are proposed to be used to pay for the cost of this plan. A budget amendment to appropriate the funds is included as a separate item for consideration on this agenda.

FUNDS BUDGETED: \$76,346 if the amendment is approved

ATTACHMENTS: Resolution 2026-006, Professional Services Agreement

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Resolution 2026-006.**

RESOLUTION 2026-006

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING PROFESSIONAL SERVICES PROPOSAL DATED JANUARY 9, 2026 FROM HALFF AND ASSOCIATES, INC. TO DEVELOP A CLEAN WATER FACILITIES PLAN; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; 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 Halff Associates, Inc. for Engineering Services Related to Construction of a New Wastewater Treatment Plant and Reclaimed Water Treatment Plant dated January 8, 2026; and

WHEREAS, pursuant to the terms of the Agreement, the parties desire to enter into Professional Services Proposal dated January 9, 2026 for Halff to develop a Clean 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.

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

Section 1. The Professional Services Proposal dated January 9, 2026 from Halff and Associates, Inc. to develop a Clean Water Facilities Plan, inclusive of Phase 100 through and including Phase 400, and Phase 9999, in the amount of \$76,346.00 a copy of which is attached hereto, is approved.

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

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

PASSED AND RESOLVED this 22nd 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



VIA EMAIL

January 9, 2026

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

Re: City of Fruitland Park Wastewater Facilities Plan

SCOPE OF SERVICES:

Halff is pleased to submit for your approval the following professional services proposal for developing a Clean Water Facilities Plan for the proposed Wastewater Treatment Plant for the City of Fruitland Park. This Facilities Plan will be utilized by the City and Halff's Funding Resources Team to develop the Facilities Plan as required to submit an application for State Revolving Fund (SRF) funding for the proposed plant.

The Facilities Plan will include all elements required for SRF Funding of the project. The Facilities Plan will also include an Environmental Site Assessment, which Halff will provide with our internal environmental staff. The Facilities Plan will also require a Capital Financing 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 Clean Water Facilities Plan

Halff will prepare a Clean Water Facilities Plan to be submitted to the Florida Department of Environmental Protection (FDEP) as required for obtaining SRF funding. The Facilities Plan will include the following required sections:

- Introduction
- Existing Wastewater Facilities Description
- Wastewater Flow Projections
- Alternatives Evaluation
- Recommended Alternative
- Environmental Effects
- Public Participation Process
- Financial Feasibility (Capital Financing 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 Wastewater Master Plan.

FEE: \$ 42,100.00

PHASE 200 WWTP Funding Plan

Halff's funding team will work with the City staff to provide the following services.

Task 210 Clean Water State Revolving Fund – Request for Inclusion (RFI)

Halff will conduct a project kick-off meeting with City staff to discuss data needs, project goals, and the project schedule for upgrades to the City's new WWTP. Halff will prepare the detailed request for inclusion (RFI) and meticulously assemble project information to complete the RFI. Halff will submit a draft RFI for the City to review and comment. Halff will assist with the submittal of the final RFI with supporting documents to FDEP in a manner requested through the application guidelines, by the deadline, which may include digital and hard copies. QA/QC by the project manager will be completed throughout the process. Halff will conduct internal meetings as required by the project team as well as correspondence with the Client to discuss project matters. Internal meetings will include coordination of project deliverables and accounting. Halff will develop and prepare necessary maps and exhibits based on the requirements of CWSRF program (i.e. budget, schematics, location maps). Halff will deliver digital PDF of the complete application package including exhibits, attachments, and complete grant application submitted.

Task 210 Fee: \$ 7,790.00

Task 220 Clean Water State Revolving Fund – Loan Application

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



application package including exhibits, attachments, and complete grant application submitted.

Task 220 Fee: \$ 2,850.00

Task 230 Meeting Coordination

- Kickoff Meetings: Attend one (1) virtual or in-person consultation kickoff meeting with Client. Consultant should coordinate the meeting, which is intended to discuss key items such as the consultation schedule and any specific directives.
- Internal Meetings: Attend up to four (4) internal meetings with the Consultant team to review and provide input during Plant design development.
- Meetings with Client: Up to two (2) meetings with Client to gather Client input regarding prioritization and potential grant pursuits. Attend up to three (3) virtual check-in meetings during Plan development

Deliverable: Digital copy of meeting minutes.

Task 230 Fee: \$ 1,053.00

Task 240 WWTP Funding Strategy

- Identify local, state, and federal grant funding that aligns with the Fruitland Park Wastewater Treatment Plant
- Provide information about funding cycles and requirements to assist the Client or pre-position projects for grant funding.
- Produce a funding strategy, outlining phasing and prioritization regarding existing opportunities for grant and loan funding and a suggested program for a multi-year approach. Project phases will be based on competitiveness, required match, and other related factors. The funding strategy will include:
 - Potential Grant Name & Acronym
 - Brief Summary
 - Link to additional details
 - Maximum Grant/Loan Amount
 - Target Projects
 - Application Deadline
 - Local Match Details
 - Deadline to Expend or Encumber Funds
 - Procurement Requirements
 - Project Competitiveness Strategies



- Includes QA/QC from Grants Program Manager

Deliverable: Digital copy of Draft and Final funding strategy report.

Task 240 Fee: \$ 8,411.00

Task 250 SRF Additional Requests for Information

- Provide support for additional 'Requests for Information' from FDEP
- Coordinate with FDEP to answer all requests in a timely manner
- Meet with the Client to gather any additional information needed to complete the request for information.
- Prepare and update maps and exhibits based on the request for information (i.e. budget, schematics, location maps).
- QA/QC by the project manager will be completed throughout the process

Deliverable: Digital PDF of the complete request for information including exhibits and attachments submitted.

Task 250 Fee: \$ 1,071.00

Task 260 Strategic Guidance and Strategy Updates

- Review available grant and loan opportunities that align with those identified in the roadmap. Quarterly funding strategy updates summarizing any changes to the programs listed or roadmap that align with the Fruitland Park WWTP.
- Up to 3 City Council presentations to review any updates. City council presentations exceeding the 3 mentioned can be coordinated on an hourly basis.

Deliverable: Digital copy of updates to the final funding strategy report.

Task 260 Fee: \$ 2,021.00

PHASE 200 FEE: \$ 23,196.00

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: \$ 7,500.00

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: \$ 2,550.00

PHASE 9999 Reimbursables

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: \$ 1,000.00



Our fees for the described services are outlined in the following table. We have provided “Lump Sum Fees” for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

FEE SUMMARY

PHASE	AMOUNT
PHASE 100	\$ 42,100.00
PHASE 200	\$ 23,196.00
PHASE 300	\$ 7,500.00
PHASE 300	\$ 2,550.00
PHASE 9999	\$ 1,000.00
TOTAL	\$ 76,346.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

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



Standard Hourly Rate Schedule 2022-2023

Engineers

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

Survey

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

GIS

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

Landscape Architects

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

Planners

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

Environmental Scientists

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

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

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

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: January 9, 2026

APPROVED

Client:

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT INFORMATION FORM

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

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

BILLING CONTACT NAME & TITLE: _____

BILLING CONTACT EMAIL: _____

BILLING CONTACT PHONE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?

YES: _____ NO: _____

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

Is the property accessible? _____

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

NAME AND PHONE NUMBER: _____

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

SIGNATURE: _____

DATE: _____

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

ITEM TITLE: Resolution 2026-007 Budget Amendment for Well Design

MEETING DATE: January 22, 2026

DATE SUBMITTED: January 12, 2026

SUBMITTED BY: city attorney/city manager/finance department

BRIEF NARRATIVE: Resolution 2026-007 increases the Utility Fund Expenditures by \$103,512 and decreases Water Impact Fees to fund the design of wells #9 and #10, the specifications and bidding documents for drilling the wells, facilitating the bidding process and project administration.

Included on tonight's agenda is the approval of the scope of services with Halff Associates, Inc. to perform the above referenced work. The wells will need to be drilled prior to building a water treatment plant.

This budget amendment will use monies from the Water Impact Fees Reserve. It will increase the engineering fee expense line item in the water fund and decrease the amount of water impact fee reserves.

FUNDS BUDGETED: \$103,512

ATTACHMENTS: Proposed resolution, budget amendment

RECOMMENDATION: Approval

ACTION TO BE TAKEN: Approve Resolution 2026-007

RESOLUTION 2026-007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PURSUANT TO SEC. 6.07 OF THE CITY CHARTER AMENDING THE 2025-2026 FISCAL YEAR BUDGET BY INCREASING EXPENDITURES IN THE UTILITY FUND BUDGET IN THE AMOUNT OF \$103,512 FOR ENGINEERING FEES TO DESIGN WELLS #9 AND #10, DEVELOP THE SPECIFICATIONS AND BIDDING DOCUMENTS, BIDDING OVERSIGHT AND PROJECT ADMINISTRATION AND DECREASING THE WATER IMPACT FEE RESERVE IN THE UTILITY 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 engineering fees budget to cover expenses for designing wells #9 and #10, preparing the specifications and bidding documents, bidding oversight and project administration; and

WHEREAS, sufficient funds are available in the Utility Fund Water Impact Fee reserve to cover the expenditures; 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 FY 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 22nd day of January, 2026, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Gwen John, 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

CITY OF FRUITLAND PARK

Budget Amendment: Water Well
Drilling Design

FY2026

To: CITY MANAGER

Date: 22-Jan-2026

Prepared by: Finance Department
Department Head

Approved: _____
City Manager

REVENUES:

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

EXPENDITURES:

Object name & #	<u>400-530-533-30311 Engineering Fees</u>	Amount:	<u>103,512</u>	<u>Inc/Dec</u>
Object name & #	<u>400-000-000-15116 Utility Fund Water Impact Fees</u>	Amount:	<u>103,512</u>	<u>Inc/Dec</u>
Object name & #	_____	Amount:	_____	Inc/Dec
Object name & #	_____	Amount:	_____	Inc/Dec
Object name & #	_____	Amount:	_____	Inc/Dec
Object name & #	_____	Amount:	_____	Inc/Dec

Explanation: To fund the scope of services with Halff to design new water wells #9 and #10.

Approved by Commission: _____
Date

City Clerk

City Treasurer

Mayor

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

ITEM TITLE: **Resolution 2026-008 Approving Scope of Services with Halff Associates, Inc. for Design of Wells No. 9 and No. 10, Not to Exceed Cost of \$103,511.50.**

MEETING DATE: January 22, 2026

DATE SUBMITTED: January 12, 2026

SUBMITTED BY: city attorney/city manager/public works director

BRIEF NARRATIVE: **Resolution 2026-008** approves the scope of services with Halff Associates, Inc. for design of wells number 9 and 10, preparation of construction specifications and bid documents, facilitating bidding process and project administration. City Commission previously considered this item on 9/11/25 under Resolution 2025-065 at which time it was tabled until after the land for the water treatment plant was purchased.

In June 2025, the City Commission approved the Water Master Plan prepared by Halff. The potable water demand projections included in the master plan estimate in 2030 that the maximum daily water demand of the service area will exceed the permitted capacity of the system. Therefore, an additional water treatment plant (WTP No. 7), along with two new wells (wells No. 9 and No. 10), will be required to be on-line by the end of 2029. To meet this date, well design, well drilling, plant design, and permitting needs to begin. The City of Fruitland Park acquired the property for the site of the new water treatment plant on January 7, 2026.

Raw groundwater withdrawals for the production of potable water are regulated by the St. John's River Water Management District (SJRWMD) through the issuance of a Consumptive Use Permit (CUP). The City of Fruitland Park was issued CUP Number 2482-7 on March 9, 2022, with an expiration date of March 8, 2032.

Consumptive Use Permit Number 2482-7 includes wells No. 9 and No. 10 to be drilled in the Upper Floridan Aquifer. The wells are to be located in the northeast side of the City's Joint Planning Area. The future plant should consist of the following design components:

- Two (2) 12" Upper Floridan Wells, with 1,000 gpm vertical turbine well pump and controls
- One (1) 0.6 MGD ground storage tank with a minimum 2,000 gpm capacity aerator
- Three (3) 1,000 gpm VFD driven high service pumps and associated controls
- One (1) 500 gpm VFD driven high service jockey pump and associated controls
- Chlorination feed system components and controls
- One (1) emergency standby generator and automatic transfer switch

- SCADA control system and necessary appurtenance

The wells will need to be drilled prior to building a water treatment plant. The quality of the water from the wells will determine the design of the water treatment plant. As such, this scope of work includes well construction hydrogeologic services, developing well construction specifications and bid documents, and project administration, to allow the City to contract with a well driller for well construction. The total fee for services will not exceed \$103,511.50.

The previous agenda item proposes a budget amendment using water impact fees to fund this scope of services. These monies will be reimbursable when the city receives its approved SRF grant funding later this year.

FUNDS BUDGETED: Water Impact Fees

ATTACHMENTS: Resolution 2026-008, Scope of Services

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Resolution 2026-008**

RESOLUTION 2026-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CITY OF FRUITLAND PARK WELL DESIGN, BIDDING, AND CONSTRUCTION OVERSIGHT PROPOSAL DATED JANUARY 12, 2026, BETWEEN THE CITY OF FRUITLAND PARK AND HALFF ASSOCIATES, INC. TO PERFORM WELL CONSTRUCTION HYDROGEOLOGIC SERVICES, PREPARE WELL CONSTRUCTION SPECIFICATIONS AND BID DOCUMENTS, AND PROVIDE PROJECT ADMINISTRATION SERVICES IN AN AMOUNT NOT TO EXCEED \$103,511.50; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, expansion of the City's current water utility system is needed; and

WHEREAS, it is necessary to add two (2) new wells to the water utility system; and

WHEREAS, with planned expansions of the City's capital utility systems it is necessary to perform hydrogeologic services, specifications, and bid documents for well construction; and

WHEREAS, the parties desire to accept the City of Fruitland Park Well Design, Bidding and Construction Oversight proposal dated January 12, 2026, for the purpose of setting forth the terms and conditions under which Halff Associations Inc. will prepare specifications and bid documents for the construction of the wells and subcontract with Andreyev Engineering to provide for well design, bidding assistance, and construction oversight; 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, City of Fruitland Park has home rule authority to take any action in the furtherance of the interest of the City that is not in conflict with general law, and taking action authorized in this resolution is not in conflict.

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

Section 1. City of Fruitland Park Well Design, Bidding and Construction Oversight proposal dated January 12, 2026 from Halff Associates, Inc., a copy of which is attached hereto, is approved.

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

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

PASSED AND RESOLVED at a meeting of the City Commission of the City of Fruitland Park, Florida this 22nd day of January, 2026.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Johns, City Clerk

Anita Geraci-Carver, City Attorney

(SEAL)

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)



VIA Email

kmanila@fruitlandpark.org

January 12, 2026

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

RE: City of Fruitland Park Well Design, Bidding, and Construction Oversight

Scope of Services – Halff

Introduction

Halff is pleased to present this Scope of Services to the City of Fruitland Park for services related to the above project. Halff will provide engineering services for the Well Design, Bidding and Construction Oversight located in Fruitland Park, Florida.

Specific tasks are outlined below, as follows:

PHASE 100 WELL CONSTRUCTION HYDROGEOLOGIC SERVICES

Halff shall contract with Andreyev Engineering, Inc., to provide for well design, bidding assistance, and construction oversight, as per below:

TASK 1 –Well Construction Design and Aquifer Performance Testing Specification

AEI will prepare a comprehensive well construction design and aquifer testing program specification for two new upper Floridan aquifer wells for bidding purposes. The proposed well designs and aquifer testing program will conform to specifications required by the SJRWMD. Deliverables will consist of detailed well construction specifications, including materials for well construction, recommended construction methodology and required testing procedures. An itemized bid sheet listing individual well construction and testing components with the anticipated number of units associated with each component will be included for distribution to qualified water well contractors for bidding purposes.

TASK 2 – Project Management and Well Construction Bidding Support

Time and fees associated with general administration, project management, construction bidding support, conference calls, and meeting attendance are

included in this task. AEI will attend necessary meetings and assist with bid reviews, review of well contractors and other contract administrative services as needed.

TASK 3 – Well Construction and Aquifer Testing Oversight

AEI will coordinate and schedule field personnel to include a State of Florida registered professional geologist and/or senior engineering technician to monitor construction and testing activities, and to provide inspection services during critical periods of drilling, well testing, casing installation and grouting. The professional geologist will be involved in decisions related to casing depths, open hole intervals and any modification to the well construction specifications. Services to include:

- participate in on-site meetings with drilling contractor prior to mobilization, at the time of mobilization, and at final completion
- inspect well casing and other materials to confirm compliance with specifications
- observe test borehole drilling and collect formation cuttings. Prepare field analysis and documentation of formation cuttings
- recommend depth to set inner/production casing and final depth of open hole
- observations of pit and surface casing installation
- observation of production casing installation
- observation and documentation of pressure grouting procedures and verification of top of grout measurements
- observation of production casing plumbness and alignment testing
- field documentation of specific capacity testing and field analysis of water quality (temperature, pH, turbidity, specific conductance, chlorides and sulfate) during drilling operations
- inspect and observe installation of testing equipment (test pumps, flow meters, geophysical probes, etc.)
- observe well development, step-drawdown and constant rate testing (minimum of 48 hours) to determine optimum yield of the final production zone and to assist with pump selection and depth of bowls and to estimate transmissivity, storage coefficient and leakance, if possible.
- monitor water quality using field instruments during step-drawdown and constant rate pumping tests
- coordinate and observe field and laboratory water quality sampling and testing for major anions and cations and other parameters as required by the SJRWMD.
- review and interpret video and geophysical logs
- conduct a completion site inspection and develop a punch list of items to be corrected by the driller, if necessary



Please note the water well drilling contractor shall notify AEI at least 24 hours in advance of drilling or testing operations that require the presence of an AEI representative. For this task, we have estimated field time and engineering time to provide these services. If additional time is required, professional services will be provided at the rates shown on the attached fee schedule. We will not exceed the estimated budget unless you approve the additional fees.

Task 4 – Final Reporting

AEI will review and summarize all data and prepare a detailed hydrogeologic report that includes both construction and aquifer performance testing (APT), suitable for submittal to regulatory agencies. The report will summarize the as-built well conditions detailed lithologic descriptions, geophysical and video logs, water quality testing results for the wells and details the results of the aquifer performance testing (both step-drawdown and constant rate tests).

FEE: \$85,871.50

PHASE 200 WELL CONSTRUCTION SPECIFICATIONS & BID DOCUMENTS

The project shall be for the construction of two (2) upper Floridan, potable water wells. Services shall include preparation of construction contract bid documents and specifications. In addition, Halff shall coordinate with the City purchasing department, as well as all qualified bidders during the bid process and shall prepare final bid evaluations with recommendations to the City.

FEE: \$ 9,280.00

PHASE 300 PROJECT ADMINISTRATION

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

FEE: \$ 7,360.00

PHASE 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: \$1,000.00 (BUDGET)



Our fees for the described services are outlined in the following table. We have provided “Lump Sum Fees” for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

SUMMARY FEE SCHEDULE

PHASE 100	\$ 85,871.50
PHASE 200	\$ 9,280.00
PHASE 300	\$ 7,360.00
PHASE 9999 *	\$ 1,000.00 (BUDGET)
TOTAL*	\$103,511.50

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

- Boundary Survey
- Topography Survey
- Soil Boring Location and Elevation Survey
- Monumentation of Wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements
- Recording of Easements
- Offsite Right-of-Way survey for utilities.
- Tree Survey
- As-built Survey
- Post-construction Improvement Survey
- Construction Staking
- Off-site Utilities Design
- Off-site Roadway or Transportation Improvements
- Offsite Roadway Design, Access, and Right-of-Way Permitting Services
- Offsite Water and Sewer Extensions
- Offsite Infrastructure Capacity Studies/Assessments/Analysis/Designs
- Offsite Stormwater Design
- Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans
- Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
- LEED Services
- Sign Design and Permitting
- Gas, Electric, Telephone, and/or Cable Design



- Boat Dock and Ramp Design/Permitting
- CADD Support for Environmentalist
- FEMA CLOMR
- FEMA Letter of Map Revision (LOMR)
- Flood Studies
- NPDES Permitting
- Bid Documents and Bidding
- Conditional Use Permit
- Earthwork Calculations
- Reoccurring Scheduled Progress Meetings During Permitting and Construction
- Quality Control and Construction Material Testing Services
- Rezoning
- Land Use Changes
- Conversion of AutoCad Files to any other format
- Signing and Pavement Marking Plans
- Written Specifications
- Cost Estimating/Quantity Take-offs and/or Engineer's Opinion of Probable Construction Cost
- Subsurface Utility Engineering
- Architectural, Structural, Mechanical, Fire Protection, or Electrical Services
- Army Corp. of Engineers Dredge and Fill
- Florida Fish and Wildlife Conservation Commission Permit
- Hardscape, Walls, Entry Features
- Lighting/Photometric Design/Site Electrical Design
- Electrical Controls for Lift Stations
- Geotechnical Investigations
- Traffic Study/Impact Analysis
- Structural Design of Retaining Walls and Pond Walls
- Noise Study
- Advance of permit fees, impact fees, title search fees, recording or advertising fees (all fees by CLIENT)
- The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.
- CUP Modification



Standard Hourly Rate Schedule 2022-2023

Engineers

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

Survey

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

GIS

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

Landscape Architects

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

Planners

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

Environmental Scientists

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

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

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

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 _____

Title: Water/Wastewater Deputy Practice Leader, VP

Date: January 12, 2026 _____

APPROVED

Client:

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT INFORMATION FORM

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

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

BILLING CONTACT NAME & TITLE: _____

BILLING CONTACT EMAIL: _____

BILLING CONTACT PHONE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?

YES: _____ NO: _____

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

Is the property accessible? _____

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

NAME AND PHONE NUMBER: _____

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

SIGNATURE: _____

DATE: _____

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

ITEM TITLE: **Resolution 2026-010 Approving a Proposal from Asphalt Paving Systems, Inc. for Double Micro-Surfacing of Roads within Wingspread and Chelsea's Run Residential Communities**

MEETING DATE: January 22, 2026

DATE SUBMITTED: January 16, 2026

SUBMITTED BY: city attorney/city manager/public works director

BRIEF NARRATIVE: **Resolution 2026-010** – The City of Fruitland Park has accepted a proposal from Asphalt Paving Systems, Inc. to apply micro-surface paving on all roads within the Wingspread and Chelsea's Run residential subdivisions. This request is for the City Commission to authorize the City Manager to accept the quote of \$307,897.56, submitted by Asphalt Paving Systems for the work described.

Staff is proposing the use of Micro Surfacing, a preventative road maintenance technique that applies a thin, protective layer of polymer-modified asphalt emulsion, fine aggregates, and additives to seal cracks, improve surface friction, and extends the life of existing pavements. It has been determined that the roads in the Wingspread and Chelsea Run communities are good candidates for micro surfacing based on their age and condition, and with the existing curbing that is in place in Chelsea's run, this product can be installed without a need to mill out the existing asphalt around curbs which will increase the cost of traditional asphalt overlaying. Chelsea's Run Subdivision roads are 18 years old and Wingspread Roads are roughly 25 years old, but original pavement is still in acceptable condition to apply this product due to the limited traffic and use of the roads. It is believed that micro-surfacing can extend the life of the original paving for up to 12 years. There has been discussion of using this system to resurface roads in The Villages portion of Fruitland Park, and applying this product to the roads in smaller developments will be a good example of how the paving wears in normal conditions.

The City of Fruitland Park desires to piggyback off of Sumter County where a competitive bid was issued (ITB #045-0-2023/RS) for countywide pavement maintenance and rehabilitation services and entered into an agreement with Asphalt Paving Systems, Inc., dated November 14, 2023, which has subsequently been extended for a term ending November 13, 2026, so the contract remains open.

FUNDS BUDGETED: \$307,897.56 budgeted in Roads and Streets, Capital Outlay 300-540-541-60631.

ATTACHMENTS:

Proposed resolution, Micro-Surfacing Information Card, Quote from Asphalt Paving Systems, Inc.; Sumter County Countywide Pavement Maintenance and Rehabilitation Services Agreement (ITB-045-0-2023/RS), Sumter County ITB #045-0-2023/RS, Sumter County ITB #045-0-2023/RS Bid Submittal from Asphalt Paving Systems, Countywide Pavement Maintenance and Rehabilitation Services Contract Extension #1 ITB 045-0-2023/RS and Sumter County Board of County Commissioners Executive Summary for ITB #045-0-2023/RS Contract Extension #1.

RECOMMENDATION:
Systems, Inc.

Consider Approval of the Contract with Asphalt Paving

ACTION TO BE TAKEN:

Approve Resolution 2026-010

RESOLUTION 2026-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK APPROVING A PROPOSAL FROM ASPHALT PAVING SYSTEMS, INC. IN THE AMOUNT OF \$307,897.56 FOR DOUBLE MICRO SURFACING OF ROADS WITHIN WINGSPREAD AND CHELSEA'S RUN SUBDIVISIONS LOCATED WITHIN THE CITY OF FRUITLAND PARK; AUTHORIZING THE CITY MANAGER TO EXPEND UP TO \$307,897.56 IF NECESSARY; AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to make improvements to the roads within Wingspread and Chelsea's Run subdivisions to extend their useful life; and

WHEREAS, the City's adopted budget for 2025-2026 includes sufficient funds for the project in the Roads and Streets Capital Outlay budget; and

WHEREAS, Sumter County issued a competitive bid (ITB #045-0-2023/RS) for countywide pavement maintenance and rehabilitation services and entered into an agreement with Asphalt Paving Systems, Inc. dated November 14, 2023, which has subsequently been extended for a term ending November 13, 2026, so the contract remains open;

WHEREAS, the City of Fruitland desires to piggyback off of the County contract with Asphalt Paving Systems, Inc.; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to accept the proposal.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Asphalt Paving Systems, Inc.. proposal dated 12/19/2025 in the amount of \$307,897.56 for double micro surfacing of roads within Wingspread and Chelsea's Run subdivisions, **a copy of which is attached hereto**, is approved.

Section 2. The City Manager is authorized to expend an amount not to exceed \$307,897.56.

Section 3. The Commission authorizes the Mayor to execute the proposal.

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 22nd day of January, 2026, by the City Commission of the City of Fruitland Park, Florida.

SEAL

**CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA**

CHRIS CHESHIRE, MAYOR

ATTEST:

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



DATE: 12/19/2025

TO: Fruitland Park Public Works

FROM: Asphalt Paving Systems, Inc.
Kris Shane -East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

RE: Project proposal
Micro Surface-Wingspread and Chelsea's Run Neighborhoods

Product	Description	Units	Quantity	Unit Price	Total Price
	Sumter County Contract				
	Double Micro Surface	SY	37,141.00	\$ 7.16	\$ 265,929.56
	Crack Sealant	Gal	800.00	\$ 40.00	\$ 32,000.00
	Mastic only - no crack seal required				
	24" Solid Stripe/ Extr. Thermo.	LF	225.00	\$ 12.08	\$ 2,718.00
	Thermo Stop Bars- Only				
	Mobilization	LS	1.00	\$ 3,500.00	\$ 3,500.00
	Maintenance of Traffic	Per Day	5.00	\$ 750.00	\$ 3,750.00
				Total	\$ 307,897.56

Respectfully Submitted,
Kristoffer D. Shane
Asphalt Paving Systems, Inc.
Zephyrhills, Florida
c: 813-480-1865
e: k.shaneaps@gmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	NOTES
	<u>Wingspread Neighborhood</u>						
	Wingspread Dr	Lewis Rd	Hawk Landing	1,050	20.0	2,333.33	
			Entrance	275	28.0	855.56	
	Otters Pond Rd	Wingspread Dr	DE to Cul	1,300	18.0	2,600.00	
			Culdesac			640.00	
	Hawk Landing	Cul	Cul	2,750	20.0	6,111.11	
			Culdesac	725	20.0	1,611.11	
			Culdesac			640.00	
			Service Rd to Gate	210	16.0	373.33	
	Otter Ct	Hawk Landing	Otters View Ct	600	18.0	1,200.00	
	Otters View Ct	Cul	Cul	530	18.0	1,060.00	
			Culdesac			640.00	
			Culdesac			640.00	
	<u>Chelsea's Run Nieghborhood</u>						
	Chestnut Dr	Register Rd	Edith Dr	850	20.0	1,888.89	
	Deata Ct	Chestnut Dr	DE to Cul	140	20.0	311.11	
					CUL	1,060.00	
	Benjamin Ct	Chelsea Ave	DE to Cul	140	20.0	311.11	
					CUL	1,060.00	
	Chelsea Ave	Register Rd	DE to Cul	1,130	20.0	2,511.11	
					CUL	1,135.00	
	Edith Dr	Chelsea Ave	DE to Cul	1,350	20.0	3,000.00	
					CUL	1,135.00	
	Bradley Way	Edith Dr	DE to Cul	740	20.0	1,644.44	
					CUL	1,060.00	
	W Leah Ct	Bradley Way	DE to Cul	240	20.0	533.33	
					CUL	1,060.00	
	E Leah Ct	Bradley Way	DE to Cul	300	20.0	666.67	
					CUL	1,060.00	
				12,330.00		37,141	



Asphalt Paving Systems, Inc.
 Kris Shane -East Coast Florida Rep
 Zephyrhills, FL 33540
 Ph: 813-480-1865

SUMTER COUNTY COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 14th day of November, 2023, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Asphalt Paving Systems, Inc. (hereafter referred to as "Vendor"), whose address is 8940 Gall Boulevard, Zephyrhills, Florida 33541.

RECITALS

WHEREAS, the Board has need of professional services for ITB 045-0-2023/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to ITB 045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.
2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in ITB 045-0-2023/RS.
3. The term of this Agreement shall commence on November 14, 2023 and continue full force for two years with an additional two (2) – one year renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.
1. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fee Schedule, attached hereto as Exhibit A, and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the

Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

- a. For construction services progress payments, 5 percent (5%) of the payment will be withheld.

2. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
- c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
- d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
- e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
- f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**

- h. Vendor shall, at all times, carry General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in ITB 045-0-2023/RS, naming Board as both a certificate holder and an additional insured in each such policy.
 - i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
 - j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
 - k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.
- 3. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.
- 4. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:
 - a. ITB 045-0-2023/RS
 - b. Vendor's Bid in Response to ITB 045-0-2023/RS
 - c. This Agreement
 - d. Permits / Licenses
 - e. All Bid Addenda Issued Prior to Opening Date
 - f. All Modifications and Change Orders Issued
- 5. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.
- 6. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board's personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's

compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

7. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
8. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
9. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not

subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

10. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
11. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.
12. **Compliance with Licenses, Permits, and Applicable Laws.** In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.
13. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
14. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debarring the Vendor from performing services for the County.
15. **Conflict of Interest.** Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.
16. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:
 - a. *Corporate Status.* Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.
 - b. *Change of Ownership.* Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional

assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.
23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
24. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

25. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. **Time is of the Essence.** Time shall be of the essence of this Agreement.
27. **Survivability.** Any provision of this Agreement, which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.
31. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.
33. **Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

FOR THE BOARD

FOR THE VENDOR Asphalt Paving Systems, Inc.

Name: Bradley S. Arnold

Name: Robert Capoferri

Address: 7375 Powell Road, Wildwood, FL 34785

Address: 8940 Gall Blvd, Zephyrhills, FL 33541

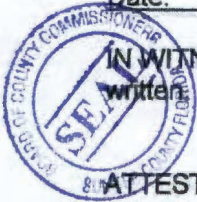
Title: County Administrator

Title: President

Date: _____

Date: 11/3/2023

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.



ATTEST:

By: Scimitte Jellig D.C.

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Craig G. Estep
Chairman

Date Signed: 11/14/23

ATTEST:

By: Kenneth Messina

Kenneth Messina / Secretary

ASPHALT PAVING SYSTEMS, INC.

By: Robert Capoferri / President

Date Signed: 11/3/2023

EXHIBIT A Bid Form

Telephone: (352) 689-4400
Fax: (352) 689-4401

**Re: ITB 045-0-2023/RS COUNTYWIDE PAVEMENT MAINTENANCE AND
REHABILITATION SERVICES**

1. Having carefully examined the ITB for the project listed above:

And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for:

ITB 045-0-2023/RS

2. In submitting this Bid, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any, and all bids.
3. The Vendor hereby acknowledges the receipt of None Addenda issued during the bid period and certifies their inclusion in the bid. (Indicate "NONE" if no addendums were received).
4. All Requests for Information (RFI's) will be sent to Jackie Valdez for response.

Date: 10/27/2023

Asphalt Paving Systems, Inc.

Vendor

By: [Signature] Robert Capoferri / President

Title: President

Telephone: (813) 788-0010

Address: 8940 Gall Blvd
Zephyrhills, FL 33541

Countywide Pavement Maintenance and Rehabilitation Services Unit Price Bid

The following unit costs shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are NOT required to bid each category, but must provide pricing for ALL line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

CATEGORY A – MILLING PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 10,000	10,001 - 25,000	Over 25,000
1"	Sq. Yd.	\$13.75	\$7.15	\$4.25	\$3.75	\$3.25
1.5"	Sq. Yd.	\$13.75	\$7.15	\$4.25	\$3.75	\$3.25
2"	Sq. Yd.	\$14.25	\$7.90	\$4.99	\$3.99	\$3.55
2.5"	Sq. Yd.	\$14.25	\$7.90	\$4.99	\$3.99	\$3.55
3"	Sq. Yd.	\$15.95	\$7.99	\$5.65	\$4.85	\$4.25
4"	Sq. Yd.	\$16.95	\$8.25	\$6.20	\$5.50	\$5.15
5"	Sq. Yd.	\$18.25	\$8.60	\$7.50	\$5.95	\$5.50
6"	Sq. Yd.	\$21.25	\$8.99	\$7.95	\$6.75	\$6.25
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport (Beyond first 25 truck loads)	Cu. Yd.	-\$1.00	-\$1.00	-\$1.00	-\$1.00	-\$1.00
	UNIT	0 – 10 (Miles)	<10 – 20 (Miles)	<20 – 30 (Miles)	Over 30 (Miles)	

First 25 Truck Loads of Millings to be delivered to County Facility	Hauling Compensation/Mile From Work Site Location to County Facility back to Work site location	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)		\$132.40	\$67.93	\$49.78	\$42.53	\$38.75
CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A)				\$331.39		

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER	UNIT	0-100	101-500	501– 1,000	1,001–5,000	Over 5,000
9.5 S.P. Traffic Level C	Ton	\$781.57	\$251.86	\$188.29	\$179.77	\$171.62
12.5 S.P. Traffic Level C	Ton	\$781.57	\$251.86	\$188.29	\$179.77	\$171.62
9.5 F.C. Traffic Level C	Ton	\$801.57	\$271.86	\$208.29	\$199.77	\$191.62
12.5 F.C. Traffic Level C	Ton	\$801.57	\$271.86	\$208.29	\$199.77	\$191.62
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)		\$3,166.28	\$1,047.44	\$793.16	\$759.08	\$726.48
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)				\$6,492.44		
CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)	Sq. Yd.	\$4.16	\$3.51	\$3.31	\$3.31	
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	\$6.82	\$6.16	\$5.96	\$5.96	
Triple Chip Seal	Sq. Yd.	\$9.83	\$8.95	\$8.30	\$8.30	
Fog Seal	Sq. Yd.	\$ 0.70	\$ 0.70	\$ 0.70	\$ 0.70	
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)		\$21.51	\$19.32	\$18.27	\$18.27	
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)				\$77.37		

CATEGORY D - CAPE SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cape Seal	Sq. Yd.	\$ 12.06	\$ 10.67	\$ 10.21	\$ 10.21	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)		\$12.06	\$10.67	\$10.21	\$10.21	
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)				\$43.15		

CATEGORY E - MICRO-SURFACING PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Double Micro	Sq. Yd.	\$ 7.90	\$7.16	\$6.90	\$6.90	
Single Micro	Sq. Yd.	\$5.99	\$5.25	\$4.99	\$4.99	
Rut Filling (Leveling)	Ton	\$436.00	\$436.00	\$436.00	\$436.00	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)		\$449.89	\$448.41	\$447.89	\$447.89	
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)				\$1,794.08		
CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq. Yd.	\$13.32	\$10.21	\$9.63	\$9.09	
Cement - Cement Treated Base	Ton	\$245.00	\$245.00	\$245.00	\$245.00	
Asphaltic Cement - Foamed Asphalt Base	Gallon	\$4.75	\$4.75	\$4.75	\$4.75	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	\$3.64	\$3.64	\$3.64	\$3.64	
Added Rap or Aggregates	Ton	\$45.00				
Excavation for Widening/Unsuitable Materials	Cu. Yd.	\$40.00				
General Use Optional Base Material	Cu. Yd.	\$45.00				
	UNIT	0' – 4' (width)	<4' to 6' (width)	<6' to 10' (width)	<10' (width)	
Shoulder Rework	LF	\$2.25	\$2.75	\$3.25	\$3.75	
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)		\$398.96	\$266.35	\$266.27	\$266.23	
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)				\$1,197.81		

CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
Rejuvenation	Sq. Yd.	\$	\$	\$	\$	\$
Test Core Removal	Each	\$	\$	\$	\$	\$
Test Core Laboratory Analysis-	Each	\$	\$	\$	\$	\$
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	\$	\$	\$	\$	\$
Field Core Removal	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis - Viscosity	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	\$	\$	\$	\$	\$
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		\$	\$	\$	\$	\$
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)				NO BID \$		
CATEGORY H - CRACK SEALING PER TASK ORDER	UNIT	0 - 500	500 -1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant	Gallon	\$45.00	\$40.00	\$35.00	\$33.00	\$30.00
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		\$45.00	\$40.00	\$35.00	\$33.00	\$30.00
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)				\$183.00		

CATEGORY I - TRAFFIC LOOP REPLACEMENT	UNIT					
Type A (FDOT Item # 660-2-101)	Each	\$4,500.00				
Type B (FDOT Item # 660-2-102)	Each	\$4,500.00				
Type F (FDOT Item # 660-2-106)	Each	\$5,000.00				
Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$6,000.00				
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)		\$20,000.00				
CATEGORY J - SODDING PER TASK ORDER	UNIT					
Performance Turf Sod	Sq. Yd.	\$4.50				
CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J)		\$4.50				
CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER	UNIT					
Variable Message Board	PER BOARD PER DAY	\$ 32.00				
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)		\$32.00				

CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER					
Item:	Product Type:	Unit:	Painted	Thermoplastic	Misc.
L-1	White – Solid				
	4"	GM	\$ 3,335.00	\$ 5,635.00	
	6"	GM	\$ 3,910.00	\$ 6,325.00	
	8"	LF	\$ 0.75	\$ 1.84	
	12"	LF	\$ 4.83	\$ 6.04	
	18"	LF	\$ 7.25	\$ 7.25	
	24"	LF	\$ 9.66	\$ 12.08	
L-2	White – Skip				
	4"	GM	\$ 1,207.50	\$ 1,811.25	
	6"	GM	\$ 1,449.00	\$ 2,415.00	
L-3	Yellow – Solid				
	4"	GM	\$ 3,381.00	\$ 5,675.25	
	6"	GM	\$ 3,864.00	\$ 6,325.00	
	8"	LF	\$ 0.75	\$ 1.84	
	12"	LF	\$ 3.62	\$ 4.83	
	18"	LF	\$ 5.41	\$ 7.25	
L-4	Yellow – Skip				
	4"	GM	\$ 1,207.50	\$ 1,811.25	
	6"	GM	\$ 1,449.00	\$ 2,415.00	
L-5	Yellow – Double				
	4"	GM	\$ 4,830.00	\$ 11,350.50	
	6"	GM	\$ 5,313.00	\$ 12,650.00	

L-6	Audible and Vibratory Pavement Markings				
	Yellow – Skip 4"	GM	\$ 9,901.50	\$ 9,901.50	
	Yellow – Skip 6"	GM	\$ 9,901.50	\$ 9,901.50	
	White – Solid 4"	GM	\$ 9,901.50	\$ 9,901.50	
	White – Solid 6"	GM	\$ 9,901.50	\$ 9,901.50	
L-7	Legends				
	"STOP"	EA	\$ 120.75	\$ 241.50	
	"R X R" (Includes 6" white)	EA	\$ 241.50	\$ 425.50	
	"ONLY"	EA	\$ 115.00	\$ 241.50	
	"LANE"		\$115.00	\$241.50	
	"MERGE"	EA	\$ 149.50	\$ 299.00	
	"SCHOOL"	EA	\$ 184.00	\$ 339.25	
	"AHEAD"	EA	\$ 172.50	\$ 310.50	
	" Visitor"	EA	\$ 149.50	\$ 402.50	
	"Resident"	EA	\$ 149.50	\$ 460.00	
	"Path"	EA	\$ 120.75	\$ 241.50	
L-7	Markings				
	TURN AND THROUGH LANE TURN ARROW	EA	\$ 80.50	\$ 138.00	
	THROUGH LANE USE ARROW	EA	\$ 40.25	\$ 69.00	
	TURN LANE USE ARROW	EA	\$ 46.00	\$ 80.50	
	BIKE OR CART	EA	\$ 34.50	\$ 115.00	
	BIKE ARROW	EA	\$ 34.50	\$ 287.50	
	YIELD TRIANGLES	EA	\$ 11.50	\$ 28.75	
L-8	Reflective Pavement Markers				
	Bi-Directional, Amber	EA	\$ 6.04	\$ 6.04	
	Mono-Directional Colorless	EA	\$ 6.04	\$ 6.04	

	Bi-Directional, White/Red	EA	\$ 6.04	\$ 6.04	
--	---------------------------	----	---------	---------	--

L-9	Miscellaneous				
	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS			\$350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS			\$1,350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	AS			\$2,500.00
	MAILBOX (REMOVE AND REPLACE)	EA			\$325.00
	Silt Fence Type III	LF			\$ 2.50
	Removal of Existing Marking	SF			\$ 3.45
	Preform Thermoplastic 12"	LF			\$ 11.50
	Preform Thermoplastic 24"	LF			\$ 23.00
	Off Duty Law Enforcement Officer	HR			\$ 100.00
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)			\$71,367.64	\$100,000.00	\$4,665.45
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)			\$ 176,033.09		

SHADED NOT APPLICABLE

CATEGORY M – Mobilization	UNIT	\$0.00 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$500,000	Over \$500,000	
Work Order Total	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
CATEGORY M SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category M)		\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	
CATEGORY M TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category M)				\$14,00.00		
CATEGORY N – Maintenance of Traffic	UNIT	0 - 7	8 - 14	15 - 21	22-31	Over 31
Standard Index 600 Series MOT TWO-LANE AND MULTILANE, WORK ON SHOULDER	Day	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Standard Index 600 Series MOT TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00

Standard Index 600 Series MOT TWO-LANE, TWO-WAY, INTERSECTION WORK	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$750.00
Standard Index 600 Series MOT Multilane Roadway, Lane Closures	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Multilane Roadway, Intersection Work	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Temporary Road Closure	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Two-Way Left-Turn Lanes	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Sidewalk Closure	Day	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$250.00
Standard Index 600 Series MOT Work Within the Roundabout	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
CATEGORY N SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category N)		\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
CATEGORY N TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category N)		\$30,000.00				

SHADED NOT APPLICABLE

Countywide Pavement Maintenance and Rehabilitation Services Bid Form

BID OF

Asphalt Paving Systems, Inc.
 Full Legal Company Name
8940 Gall Blvd, Zephyrhills, FL 33541 (813) 788-0010 (813) 788-0020
 Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid summarized as follows:

The following total unit costs (from the unit price) shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost for any locations within Sumter County. Partial bids will be accepted on a per category basis. Bidders are **NOT** required to bid each category, but must provide pricing for **ALL** line items listed in those categories on the unit price for which the bidder is capable of producing and have prior applicable experience.

FOR: Countywide Pavement Management and Rehabilitation Services

CATEGORY A TOTAL UNIT PRICING: \$ 331.39
 (From the unit price) Amount Written in Numerals

Three hundred thirty one dollars and thirty nine cents.

/100 Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: \$ 6,492.44
 (From the unit price) Amount Written in Numerals

Six thousand four hundred ninety two dollars and forty four cents.

/100 Amount Written in Words

CATEGORY C TOTAL UNIT PRICING: \$ 77.37
 (From the unit price) Amount Written in Numerals

Seventy seven dollars and thirty seven cents.

/100 Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: \$ 43.15
 (From the unit price) Amount Written in Numerals

Forty three dollars and fifteen cents.

/100 Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: \$ 1,794.08
 (From the unit price) Amount Written in Numerals

One thousand seven hundred ninety four dollars and eight cents.

/100 Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: \$ 1,197.81
 (From the unit price) Amount Written in Numerals

One thousand one hundred ninety seven dollars and eighty one cents.

/100 Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: \$ 0.00
 (From the unit price) Amount Written in Numerals

No Bid

/100 Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: \$ 183.00
 (From the unit price) Amount Written in Numerals

One hundred eighty three dollars and zero cents.

/100 Amount Written in Words

CATEGORY I TOTAL UNIT PRICING: \$ 20,000.00
 (From the unit price) Amount Written in Numerals

Twenty thousand dollars and zero cents.

/100
 Amount Written in Words

CATEGORY J TOTAL UNIT PRICING: \$ 4.50
 (From the unit price) Amount Written in Numerals

Four dollars and fifty cents.
 /100 Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: \$ 32.00
 (From the unit price) Amount Written in Numerals

Thirty two dollars and zero cents.
 /100 Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: \$ 176,033.09
 (From the unit price) Amount Written in Numerals

One hundred seventy six thousand thirty three dollars and nine cents.
 /100 Amount Written in Words

CATEGORY M TOTAL UNIT PRICING: \$ 14,000.00
 (From the unit price) Amount Written in Numerals

Fourteen thousand dollars and zero cents.
 /100 Amount Written in Words

CATEGORY N TOTAL UNIT PRICING: \$ 30,000.00
 (From the unit price) Amount Written in Numerals

Thirty thousand dollars and zero cents.
 /100 Amount Written in Words

Each Bidder shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period.

Any approved annual rate adjustments shall take effect with the first task order issued after the

renewal period. Additional Unit Price items not included on the official bid form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

Sumter County reserves the right to award a contract to more than one bidder.

Extension #1
Countywide Pavement Maintenance and Rehabilitation Services

This agreement amendment is made and entered into this 28th day of October 2025, between the Board of County Commissioners of Sumter County Florida, 7375 Powell Road, Wildwood, Florida 34785 (County) Asphalt Paving Systems (Vendor), 8940 Gall Boulevard, Zephyrhills, Florida 33541.

WHEREAS, the parties executed an original agreement dated November 14, 2023;

WHEREAS, the County also wishes to extend the agreement through November 13, 2026.

NOW, THEREFORE, the parties agree as follows:

1. That the certain agreement between the parties originally dated November 14, 2023 is hereby extended to November 13, 2026.
2. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
3. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
4. Except as expressly modified by Extension #1, all other terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

THIS AGREEMENT is executed the day and year first written above.



Attest: Deputy Clerk

Date Signed: 10/28/25

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

By:
Chairman

Date Signed: [Signature]

[Signature]

Witness:

Date Signed: 10/20/2025

Asphalt Paving Systems

By: [Signature]

Robert Capoferri, President

Date Signed: 10/20/2025

Countywide Pavement Maintenance and Rehabilitation Services Unit Price Bid

The following unit costs shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are **NOT** required to bid each category, but must provide pricing for **ALL** line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

CATEGORY A – MILLING PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 10,000	10,001 - 25,000	Over 25,000
1"	Sq. Yd.	\$13.75	\$7.15	\$4.25	\$3.75	\$3.25
1.5"	Sq. Yd.	\$13.75	\$7.15	\$4.25	\$3.75	\$3.25
2"	Sq. Yd.	\$14.25	\$7.90	\$4.99	\$3.99	\$3.55
2.5"	Sq. Yd.	\$14.25	\$7.90	\$4.99	\$3.99	\$3.55
3"	Sq. Yd.	\$15.95	\$7.99	\$5.65	\$4.85	\$4.25
4"	Sq. Yd.	\$16.95	\$8.25	\$6.20	\$5.50	\$5.15
5"	Sq. Yd.	\$18.25	\$8.60	\$7.50	\$5.95	\$5.50
6"	Sq. Yd.	\$21.25	\$8.99	\$7.95	\$6.75	\$6.25
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport (Beyond first 25 truck loads)	Cu. Yd.	-\$1.00	-\$1.00	-\$1.00	-\$1.00	-\$1.00
	UNIT	0 – 10 (Miles)	<10 – 20 (Miles)	<20 – 30 (Miles)	Over 30 (Miles)	

First 25 Truck Loads of Millings to be delivered to County Facility	Hauling Compensation/Mile From Work Site Location to County Facility back to Work site location	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)		\$132.40	\$67.93	\$49.78	\$42.53	\$38.75
CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A)				\$331.39		

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER	UNIT	0-100	101-500	501– 1,000	1,001–5,000	Over 5,000
9.5 S.P. Traffic Level C	Ton	\$781.57	\$251.86	\$188.29	\$179.77	\$171.62
12.5 S.P. Traffic Level C	Ton	\$781.57	\$251.86	\$188.29	\$179.77	\$171.62
9.5 F.C. Traffic Level C	Ton	\$801.57	\$271.86	\$208.29	\$199.77	\$191.62
12.5 F.C. Traffic Level C	Ton	\$801.57	\$271.86	\$208.29	\$199.77	\$191.62
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)		\$3,166.28	\$1,047.44	\$793.16	\$759.08	\$726.48
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)				\$6,492.44		
CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)	Sq. Yd.	\$4.16	\$3.51	\$3.31	\$3.31	
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	\$6.82	\$6.16	\$5.96	\$5.96	
Triple Chip Seal	Sq. Yd.	\$9.83	\$8.95	\$8.30	\$8.30	
Fog Seal	Sq. Yd.	\$ 0.70	\$ 0.70	\$ 0.70	\$ 0.70	
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)		\$21.51	\$19.32	\$18.27	\$18.27	
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)				\$77.37		

CATEGORY D - CAPE SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cape Seal	Sq. Yd.	\$ 12.06	\$ 10.67	\$ 10.21	\$ 10.21	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)		\$12.06	\$10.67	\$10.21	\$10.21	
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)				\$43.15		

CATEGORY E - MICRO-SURFACING PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Double Micro	Sq. Yd.	\$ 7.90	\$7.16	\$6.90	\$6.90	
Single Micro	Sq. Yd.	\$5.99	\$5.25	\$4.99	\$4.99	
Rut Filling (Leveling)	Ton	\$436.00	\$436.00	\$436.00	\$436.00	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)		\$449.89	\$448.41	\$447.89	\$447.89	
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)				\$1,794.08		
CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq. Yd.	\$13.32	\$10.21	\$9.63	\$9.09	
Cement - Cement Treated Base	Ton	\$245.00	\$245.00	\$245.00	\$245.00	
Asphaltic Cement - Foamed Asphalt Base	Gallon	\$4.75	\$4.75	\$4.75	\$4.75	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	\$3.64	\$3.64	\$3.64	\$3.64	
Added Rap or Aggregates	Ton	\$45.00				
Excavation for Widening/Unsuitable Materials	Cu. Yd.	\$40.00				
General Use Optional Base Material	Cu. Yd.	\$45.00				
	UNIT	0' – 4' (width)	<4' to 6' (width)	<6' to 10' (width)	<10' (width)	
Shoulder Rework	LF	\$2.25	\$2.75	\$3.25	\$3.75	
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)		\$398.96	\$266.35	\$266.27	\$266.23	
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)				\$1,197.81		

CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
Rejuvenation	Sq. Yd.	\$	\$	\$	\$	\$
Test Core Removal	Each	\$	\$	\$	\$	\$
Test Core Laboratory Analysis-	Each	\$	\$	\$	\$	\$
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	\$	\$	\$	\$	\$
Field Core Removal	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis - Viscosity	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	\$	\$	\$	\$	\$
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		\$	\$	\$	\$	\$
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)				NO BID \$		
CATEGORY H - CRACK SEALING PER TASK ORDER	UNIT	0 - 500	500 -1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant	Gallon	\$45.00	\$40.00	\$35.00	\$33.00	\$30.00
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		\$45.00	\$40.00	\$35.00	\$33.00	\$30.00
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)				\$183.00		

CATEGORY I - TRAFFIC LOOP REPLACEMENT	UNIT					
Type A (FDOT Item # 660-2-101)	Each	\$4,500.00				
Type B (FDOT Item # 660-2-102)	Each	\$4,500.00				
Type F (FDOT Item # 660-2-106)	Each	\$5,000.00				
Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$6,000.00				
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)		\$20,000.00				
CATEGORY J - SODDING PER TASK ORDER	UNIT					
Performance Turf Sod	Sq. Yd.	\$4.50				
CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J)		\$4.50				
CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER	UNIT					
Variable Message Board	PER BOARD PER DAY	\$ 32.00				
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)		\$32.00				

CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER					
Item:	Product Type:	Unit:	Painted	Thermoplastic	Misc.
L-1	White – Solid				
	4"	GM	\$ 3,335.00	\$ 5,635.00	
	6"	GM	\$ 3,910.00	\$ 6,325.00	
	8"	LF	\$ 0.75	\$ 1.84	
	12"	LF	\$ 4.83	\$ 6.04	
	18"	LF	\$ 7.25	\$ 7.25	
	24"	LF	\$ 9.66	\$ 12.08	
L-2	White – Skip				
	4"	GM	\$ 1,207.50	\$ 1,811.25	
	6"	GM	\$ 1,449.00	\$ 2,415.00	
L-3	Yellow – Solid				
	4"	GM	\$ 3,381.00	\$ 5,675.25	
	6"	GM	\$ 3,864.00	\$ 6,325.00	
	8"	LF	\$ 0.75	\$ 1.84	
	12"	LF	\$ 3.62	\$ 4.83	
	18"	LF	\$ 5.41	\$ 7.25	
L-4	Yellow – Skip				
	4"	GM	\$ 1,207.50	\$ 1,811.25	
	6"	GM	\$ 1,449.00	\$ 2,415.00	
L-5	Yellow – Double				
	4"	GM	\$ 4,830.00	\$ 11,350.50	
	6"	GM	\$ 5,313.00	\$ 12,650.00	

L-6	Audible and Vibratory Pavement Markings				
	Yellow – Skip 4"	GM	\$ 9,901.50	\$ 9,901.50	
	Yellow – Skip 6"	GM	\$ 9,901.50	\$ 9,901.50	
	White – Solid 4"	GM	\$ 9,901.50	\$ 9,901.50	
	White – Solid 6"	GM	\$ 9,901.50	\$ 9,901.50	
L-7	Legends				
	"STOP"	EA	\$ 120.75	\$ 241.50	
	"R X R" (Includes 6" white)	EA	\$ 241.50	\$ 425.50	
	"ONLY"	EA	\$ 115.00	\$ 241.50	
	"LANE"		\$115.00	\$241.50	
	"MERGE"	EA	\$ 149.50	\$ 299.00	
	"SCHOOL"	EA	\$ 184.00	\$ 339.25	
	"AHEAD"	EA	\$ 172.50	\$ 310.50	
	"Visitor"	EA	\$ 149.50	\$ 402.50	
	"Resident"	EA	\$ 149.50	\$ 460.00	
	"Path"	EA	\$ 120.75	\$ 241.50	
L-7	Markings				
	TURN AND THROUGH LANE TURN ARROW	EA	\$ 80.50	\$ 138.00	
	THROUGH LANE USE ARROW	EA	\$ 40.25	\$ 69.00	
	TURN LANE USE ARROW	EA	\$ 46.00	\$ 80.50	
	BIKE OR CART	EA	\$ 34.50	\$ 115.00	
	BIKE ARROW	EA	\$ 34.50	\$ 287.50	
	YIELD TRIANGLES	EA	\$ 11.50	\$ 28.75	
L-8	Reflective Pavement Markers				
	Bi-Directional, Amber	EA	\$ 6.04	\$ 6.04	
	Mono-Directional Colorless	EA	\$ 6.04	\$ 6.04	

	Bi-Directional, White/Red	EA	\$ 6.04	\$ 6.04	
--	---------------------------	----	---------	---------	--

L-9	Miscellaneous				
	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS			\$350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS			\$1,350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	AS			\$2,500.00
	MAILBOX (REMOVE AND REPLACE)	EA			\$325.00
	Silt Fence Type III	LF			\$ 2.50
	Removal of Existing Marking	SF			\$ 3.45
	Preform Thermoplastic 12"	LF			\$ 11.50
	Preform Thermoplastic 24"	LF			\$ 23.00
	Off Duty Law Enforcement Officer	HR			\$ 100.00
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)			\$71,367.64	\$100,000.00	\$4,665.45
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)			\$ 176,033.09		

SHADED NOT APPLICABLE

CATEGORY M – Mobilization	UNIT	\$0.00 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$500,000	Over \$500,000	
Work Order Total	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
CATEGORY M SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category M)		\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	
CATEGORY M TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category M)				\$14,00.00		
CATEGORY N – Maintenance of Traffic	UNIT	0 - 7	8 - 14	15 - 21	22-31	Over 31
Standard Index 600 Series MOT TWO-LANE AND MULTILANE, WORK ON SHOULDER	Day	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Standard Index 600 Series MOT TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00

Standard Index 600 Series MOT TWO-LANE, TWO-WAY, INTERSECTION WORK	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$750.00
Standard Index 600 Series MOT Multilane Roadway, Lane Closures	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Multilane Roadway, Intersection Work	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Temporary Road Closure	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Two-Way Left-Turn Lanes	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Sidewalk Closure	Day	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$250.00
Standard Index 600 Series MOT Work Within the Roundabout	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
CATEGORY N SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category N)		\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
CATEGORY N TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category N)				\$30,000.00		

SHADED NOT APPLICABLE

The Benefits of Micro Surfacing

**Extends The Life
of The Pavement**

**Do Not Lose
Curb Reveal**

**Increases Skid
Resistance**

**50-70% Less Than
Mill and Overlay**

**Quick Return
to Traffic**

MICRO SURFACING

What is Micro Surfacing— Micro Surfacing is a cold mix paving system that uses polymer modified asphalt emulsion with graded aggregate. High quality aggregates are combined with polymer-modified asphalt emulsion to create a long-lasting, high performance wearing course. It was introduced from Germany in 1980 and is used throughout the United States. Micro Surfacing creates a new, stable surface that is resistant to rutting and shoving. It can be effectively applied at an average thickness of 3/8" which allows for no loss of curb reveal, does not alter drainage and eliminates the need for milling.



Why choose Micro Surfacing— Micro Surfacing allows road owners to maintain their roadway infrastructure at a higher level of service for less money. Micro Surfacing is most effectively used as a pavement preservation technique on roads that have started to show signs of aging, cracking, oxidation, and other minor distressing. Micro Surfacing preserves your existing pavement and prolongs the need for much more expensive rehab techniques down the road. Additionally, by preparing the existing asphalt with crack seal, road owners can dramatically reduce reflective cracking and eliminate base failures caused by surficial moisture intrusion. Micro Surfacing also causes minimal disruption to traffic. Typically traffic can be returned within an hour after the Micro Surfacing has been laid, meaning very little inconvenience to the public.

Contact: Randy Shane
813.892.0056
rd.shane@hotmail.com

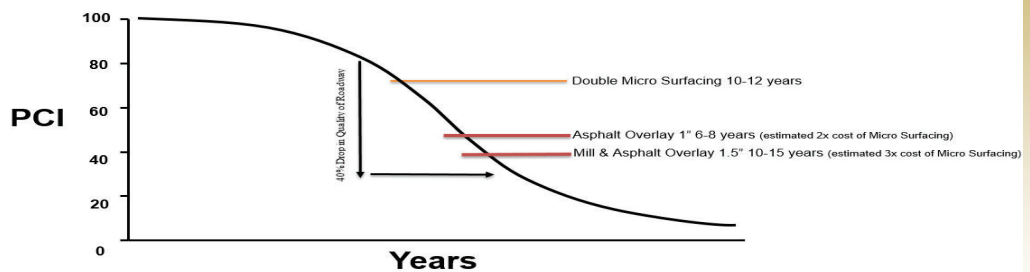
Kris Shane
813.480.1865
k.shaneaps@gmail.com



Annual Cost/Strategy



Effective Pavement Management:
"Right Road, Right Treatment, Right Time"



Right Treatment Right Time- Being a pavement preservation tool it is important to Micro Surface before the pavement has deteriorated passed its useful life. Asphalt Paving Systems believes in the right treatment at the right time, and not every road is a good candidate for Micro Surfacing. We can assist in identifying and choosing good candidates, which are typically roads with a PCI between 60-85. Micro Surfacing typically last 8-10 years on collector roads and 10-12 years on residential roads. Micro Surfacing and not letting your roads get to the point where they have deteriorated past their useful life and need costly rehabilitation has proven to be highly cost effective. The life cycle cost associated with Micro Surfacing versus conventional paving techniques such as: Overlays or Mill & Overlays make it far and away the smarter more economical choice. The graphs above illustrate that point.



FDOT's Involvement— Micro Surfacing has come a long way since FDOT's involvement in 2010. They tightened up the specification requiring: a proven aggregate, more pounds per square yard to be laid, and more testing. That coupled with better technology, we are able to produce the highest quality Micro Surfacing possible. You can trust in Asphalt Paving Systems and our track record speaks for itself.



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

ITEM TITLE: Second 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 law¹ 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.

- ☒ 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).

Mayer- 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 ~~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

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

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.

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

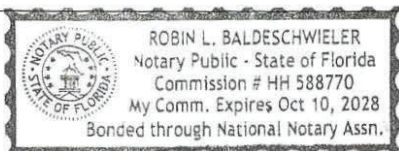
day December 2025.


Robin L. Baldeschwieler, Notary

Personally Known _____ or

Production Identification _____

Type of Identification Produced _____



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: 5b

ITEM TITLE: Second 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

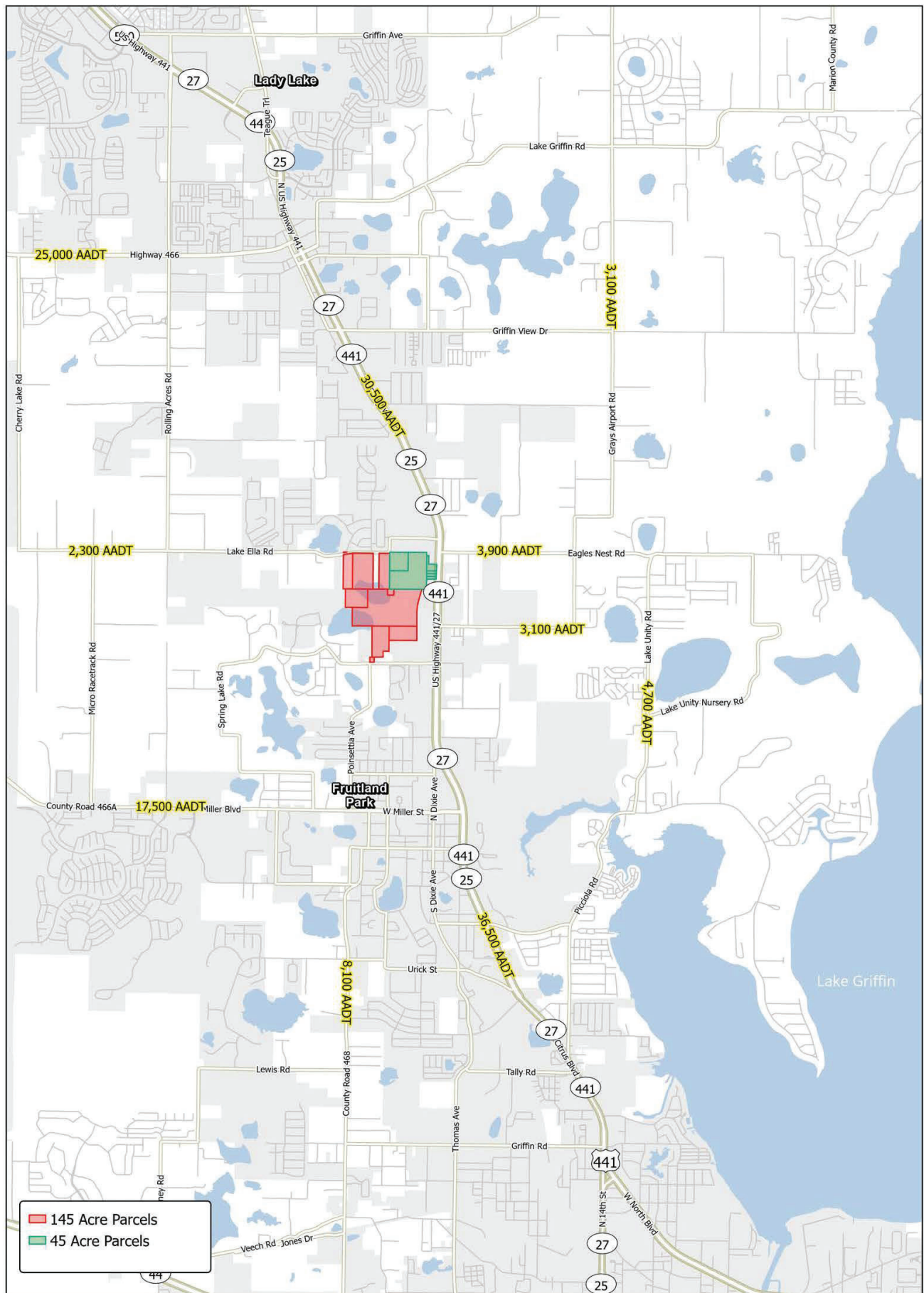
BRIEF NARRATIVE: The applicant is requesting a rezoning from C2 and PUD to PUD. The site includes approximately 4.89 acres of C-2 zoning with Mixed Commercial and Commercial Future Land Use (FLU), and 40.42 acres of PUD zoning with a Mixed Community FLU. The applicant is requesting a Mixed Community 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:



Enclave at Lake Geneva

Location and Traffic Map

0 0.5 Miles



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:

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 _____

Passed Second Reading _____

(SEAL)

“EXHIBIT A”

LEGAL DESCRIPTION

EXHIBIT “B”

MAP


**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 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

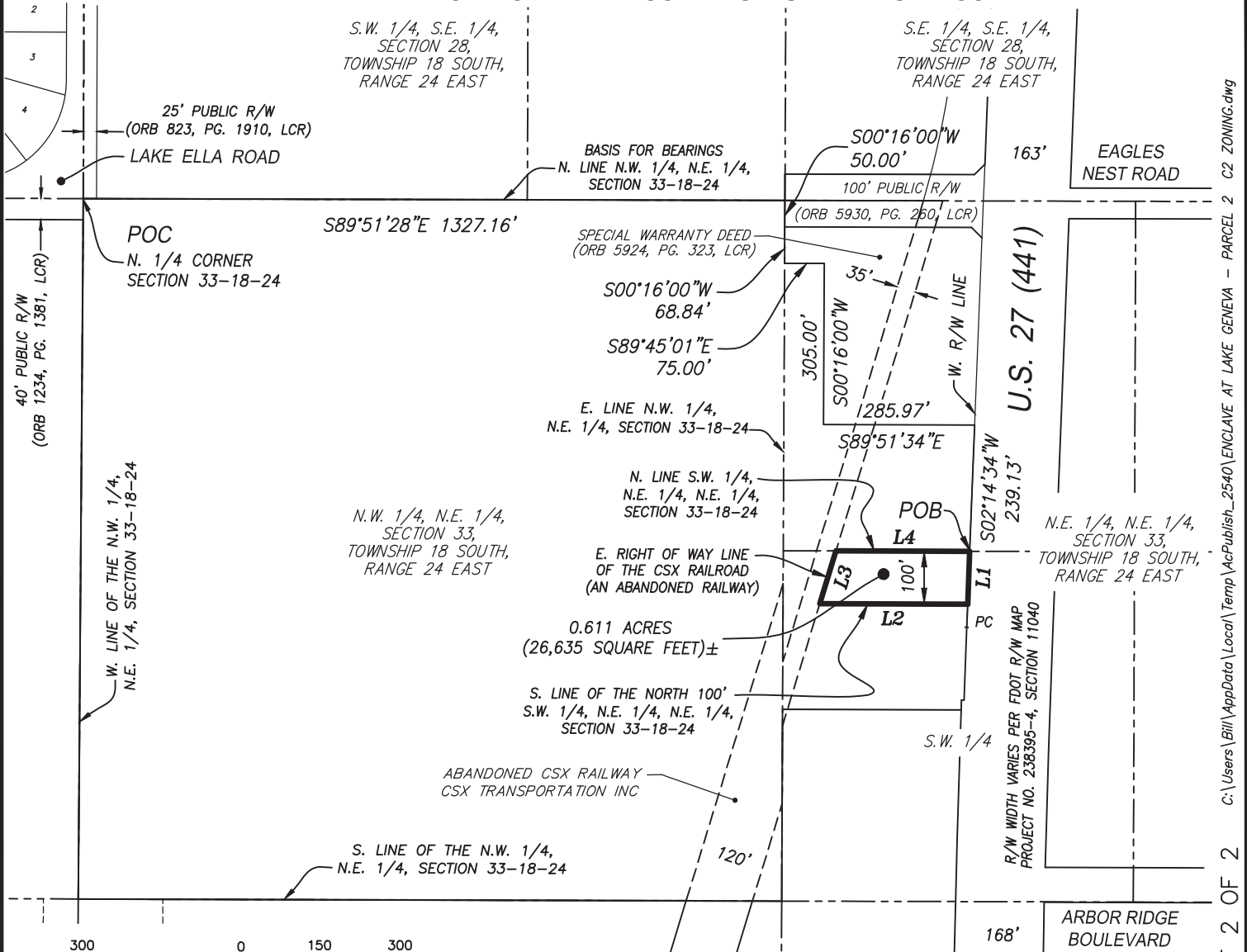
REVISIONS	DATE	BY	DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
			10/20/25	BF	WW	N/A

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



GRAPHIC SCALE (IN FEET)
1 inch = 300 ft.

LEGEND

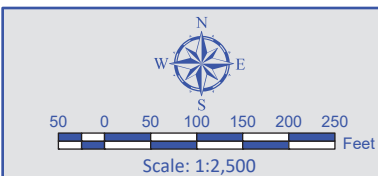
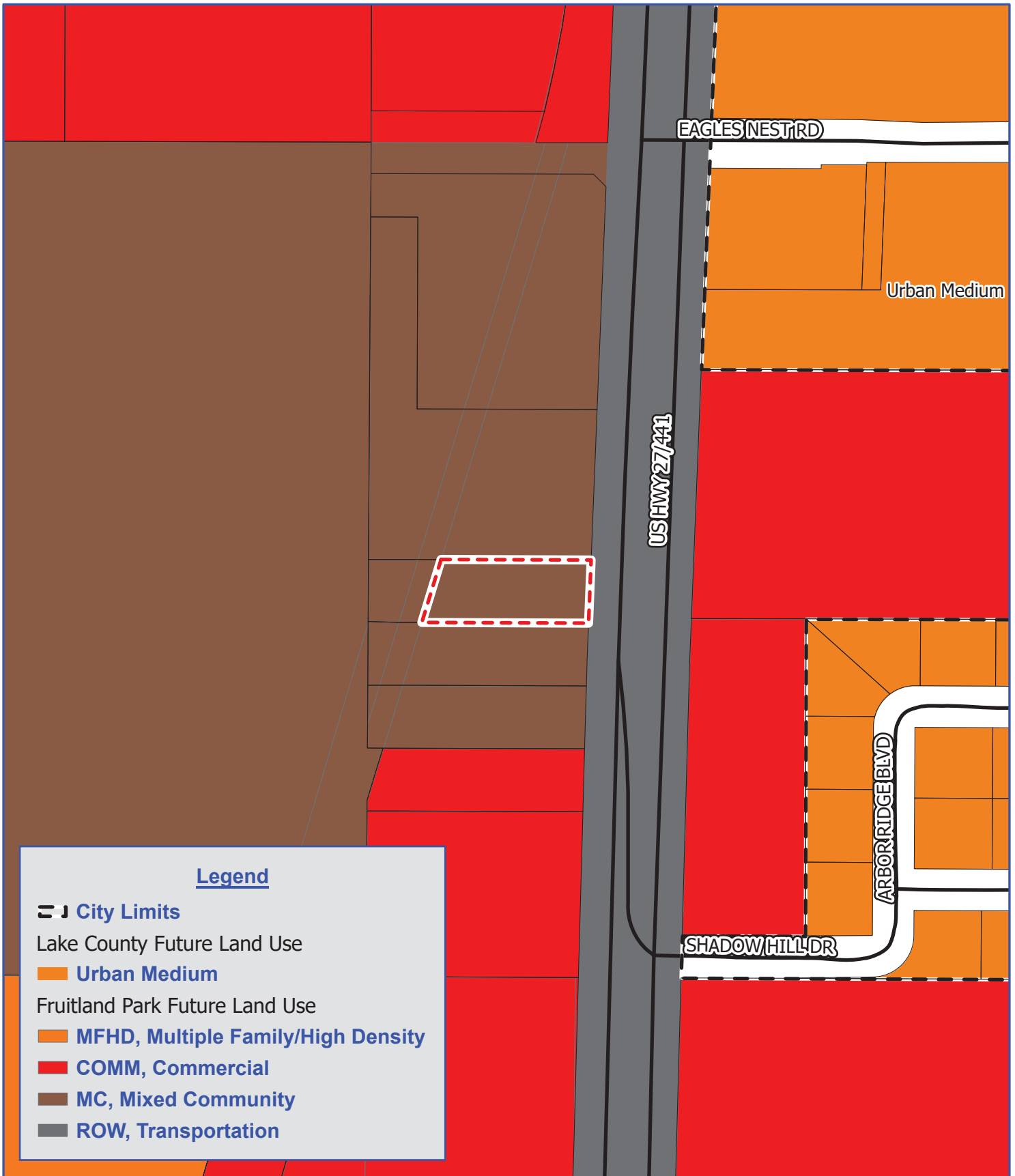
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
LCR = LAKE COUNTY RECORDS
ORB = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PC = POINT OF CURVATURE
PG. = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
33-18-24 = SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST.

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'

SHEET 2 OF 2

PROJECT NO. A33

								a z	
REVISIONS			DATE	BY	DATE:		DRAWN	CHECKED	FIELD
					10/20/25		BY BF	BY WW	BOOK N/A

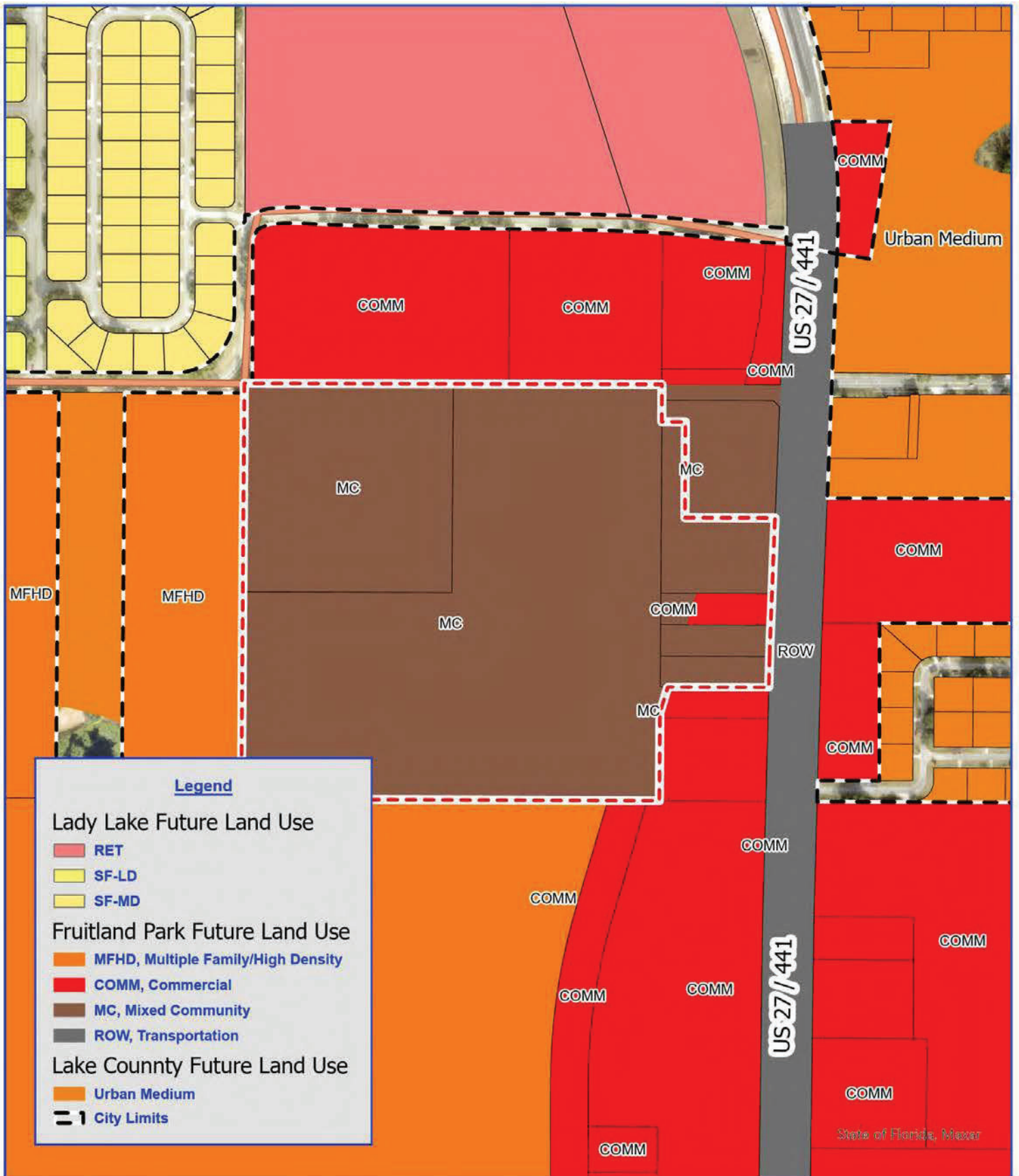


Enclave at Lake Geneva

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





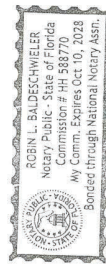
100 0 100 200 300 400 500
Feet
Scale: 1:5,000

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







506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

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

Board Members: Al Goldberg, Chairman Daniel Dicus, Vice Chair Carlisle Burch	Others: 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. 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 205-164, 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 lot 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: 5c

ITEM TITLE: Second 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:

Approved as to Form:

Gwen Johns, City Clerk
(SEAL)

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  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

c:\Users\BRI\AppData\Local\Temp\AcPublish_2540\ENCLAVE AT LAKE GENEVA - G-H CZ ZONING.dwg

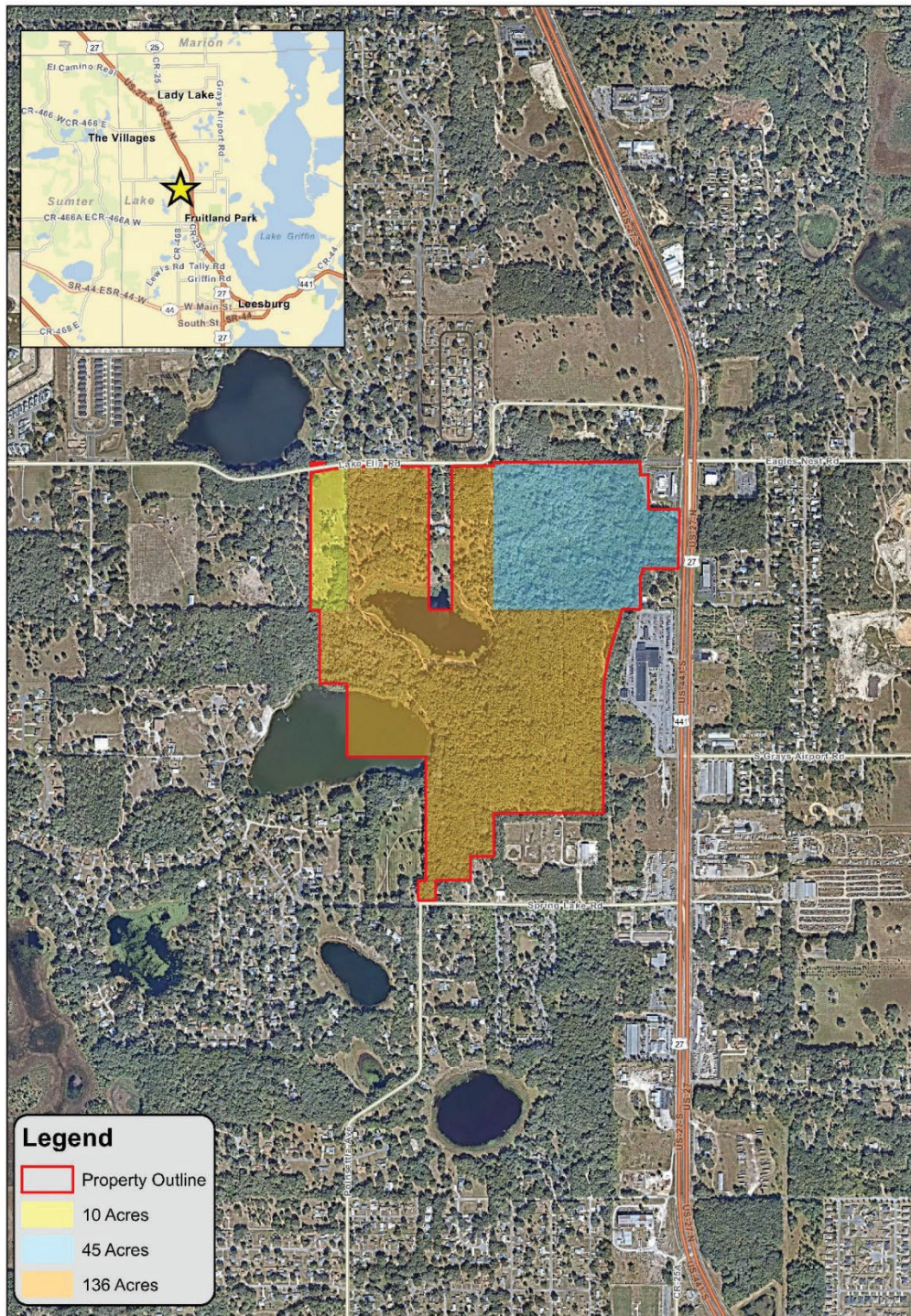
SHEET 1 OF 2

PROJECT NO. A33

REVISIONS	DATE	BY	DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
			10/17/25	BF	WW	N/A

EXHIBIT B TO ORDINANCE

Map of Property being Rezoned



Enclave at Lake Geneva
Aerial Map

0 250 500 1,000
Feet



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. Design Standards.

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		Commercial			
Start	Finish	Start	Finish	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 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 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, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 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 124 th 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 _____

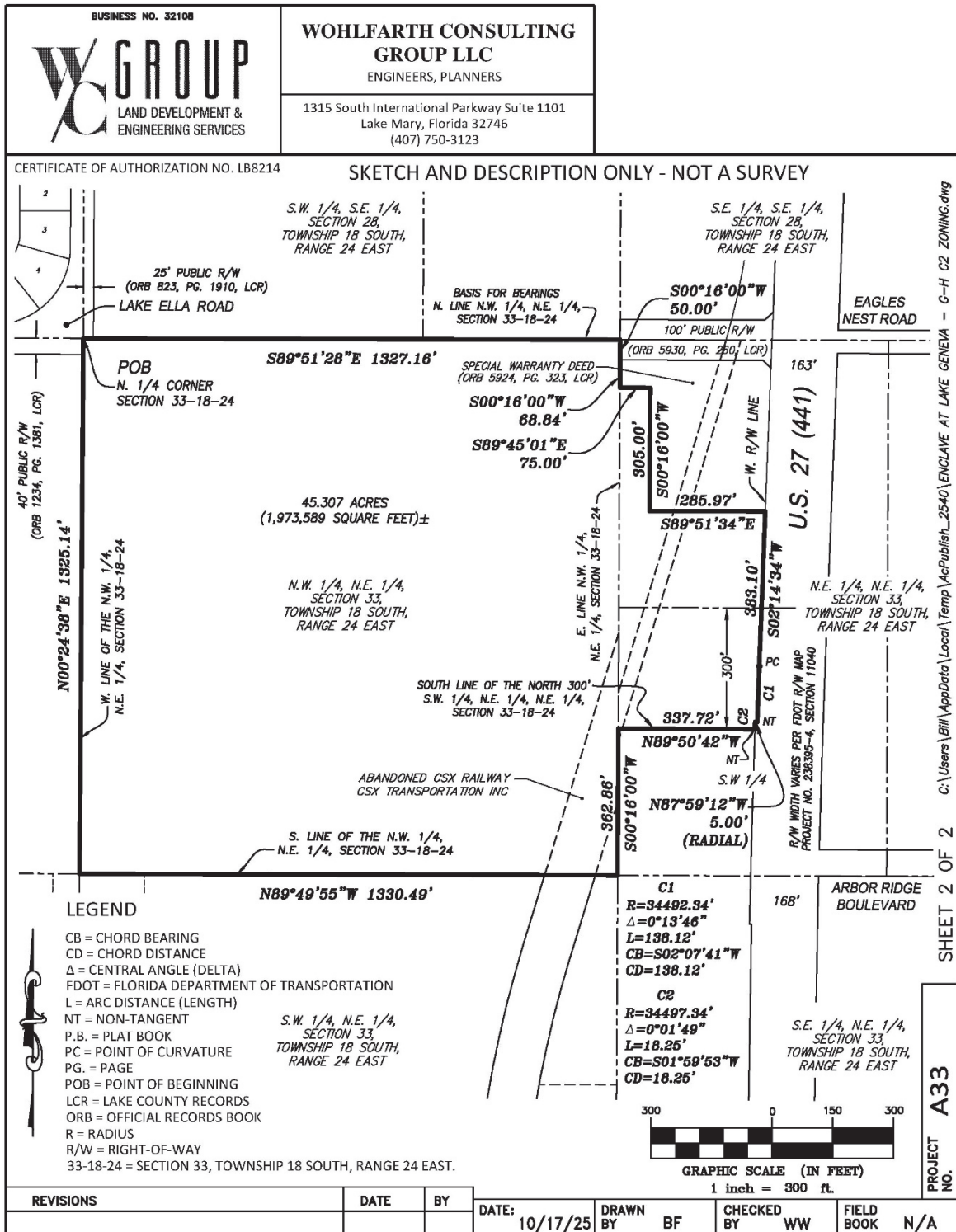
EXHIBIT "A"
LEGAL DESCRIPTION

BUSINESS NO. 32108  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: <i>A PORTION OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:</i> <i>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 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.</i> <i>CONTAINING 45.307 ACRES (1,973,589 SQUARE FEET), MORE OR LESS.</i> 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
---	--

C:\Users\BPM\AppData\Local\Temp\AcPublish_2540\Enclave at Lake Geneva - G-H C2 ZONING.dwg

SHEET 1 OF 2

PROJECT A33
No.



COMPOSITE EXHIBIT “B”

**Enclave at Lake Geneva MPUD Master Development Plan prepared by Wohlfarth Consulting Group,
LLC., dated October 22, 2025**

[SEE ATTACHED]

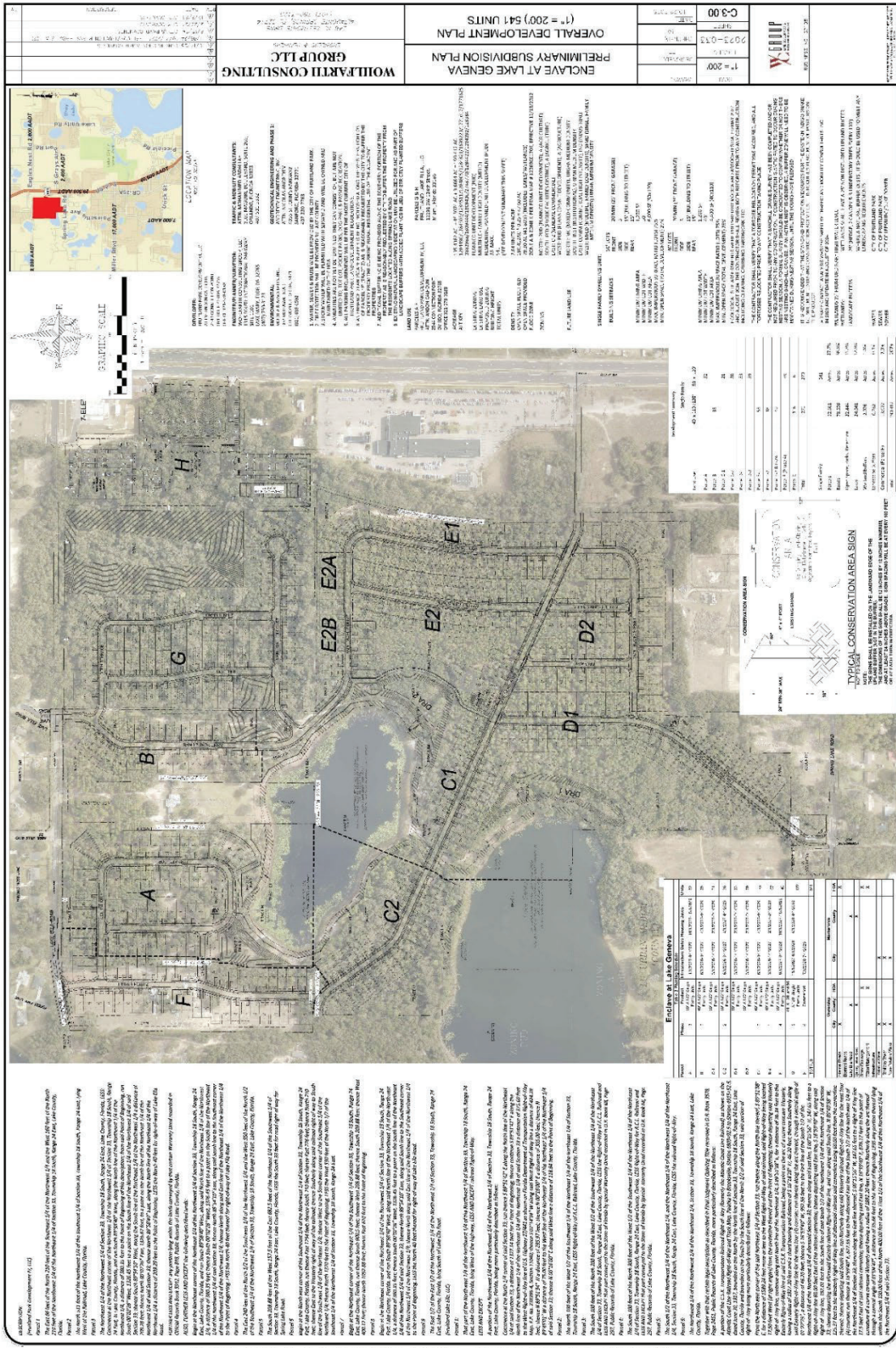
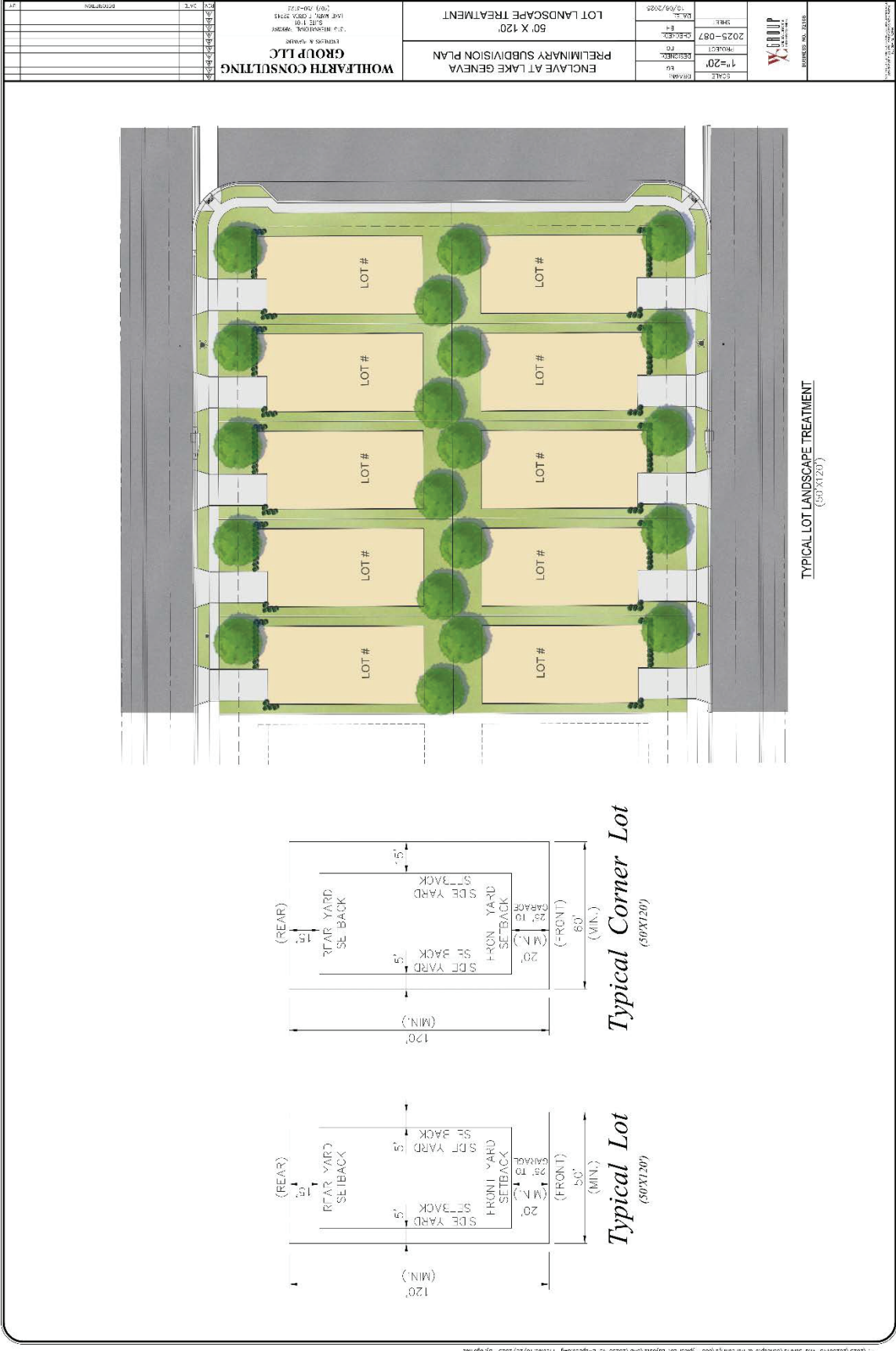


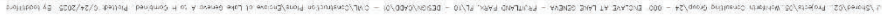
EXHIBIT "C"

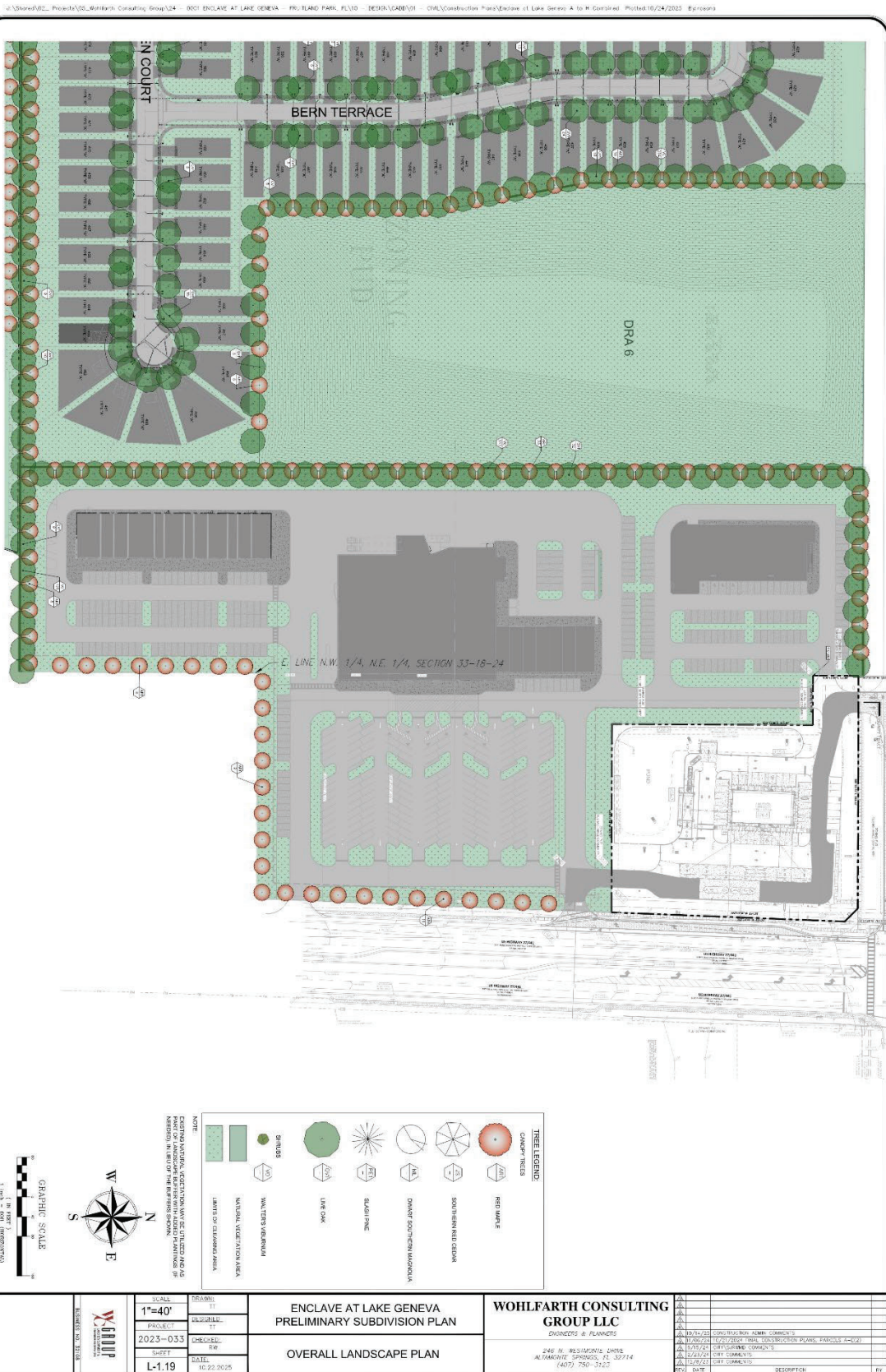
Landscaping for Buffers and Internal Lots

[SEE ATTACHED]

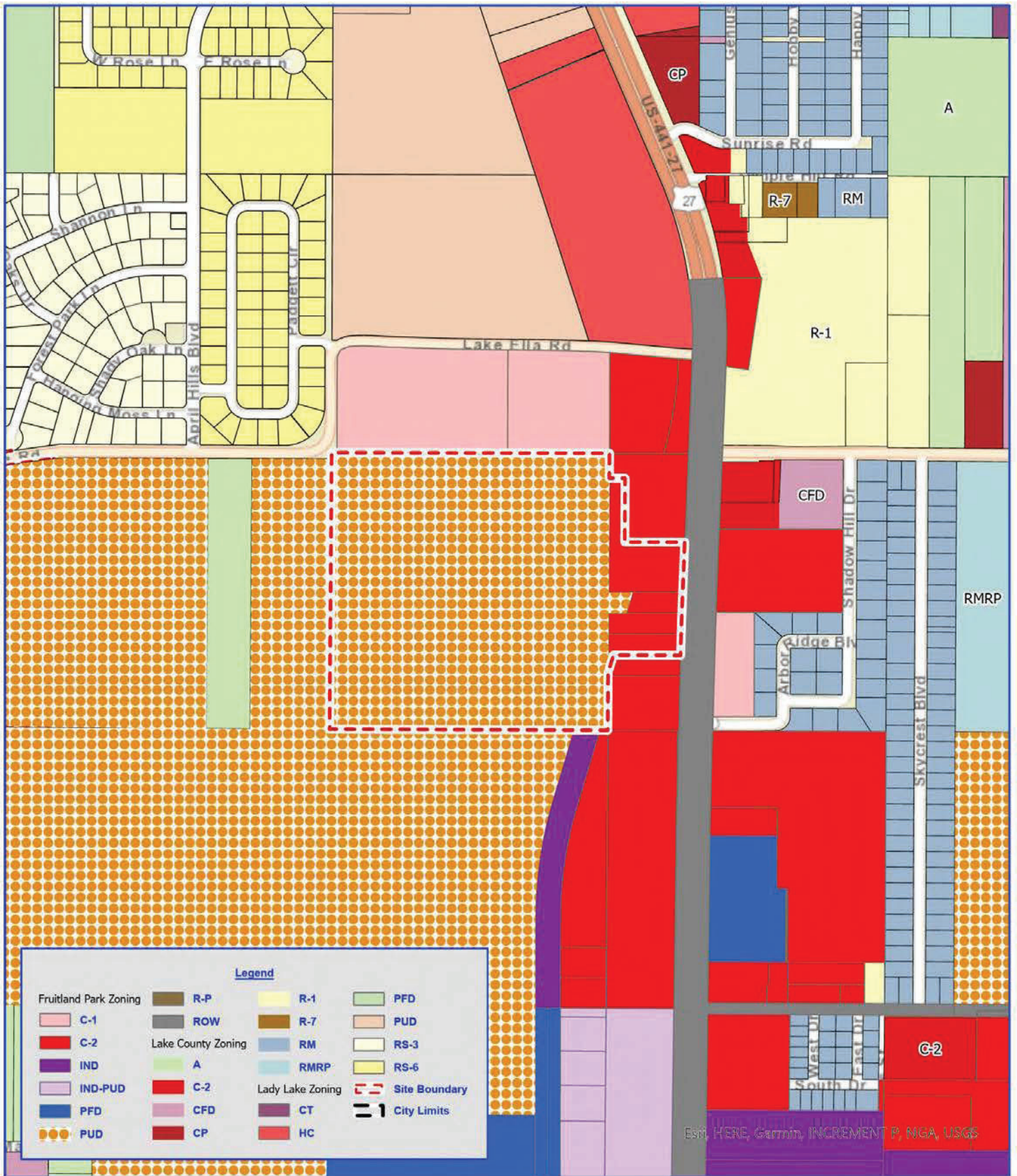








c:\Stoner\02... Projects\02_Wohlforth Consulting Group\24 - 001 ENCLAVE AT LAKE GENEVA - PRELIMINARY PLAN, PL 1/10 - DESIGN/CONSTRUCTION PHASE\Enclave (Lake Geneva) A to H Corridor - Plotted 10/24/2023 - E:\p...



Legend			
Fruitland Park Zoning	R-P	R-1	PFD
C-1	ROW	R-7	PUD
C-2	Lake County Zoning	RM	RS-3
IND	A	RMRP	RS-6
IND-PUD	C-2	Lady Lake Zoning	Site Boundary
PFD	CFD	CT	City Limits
PUD	CP	HC	



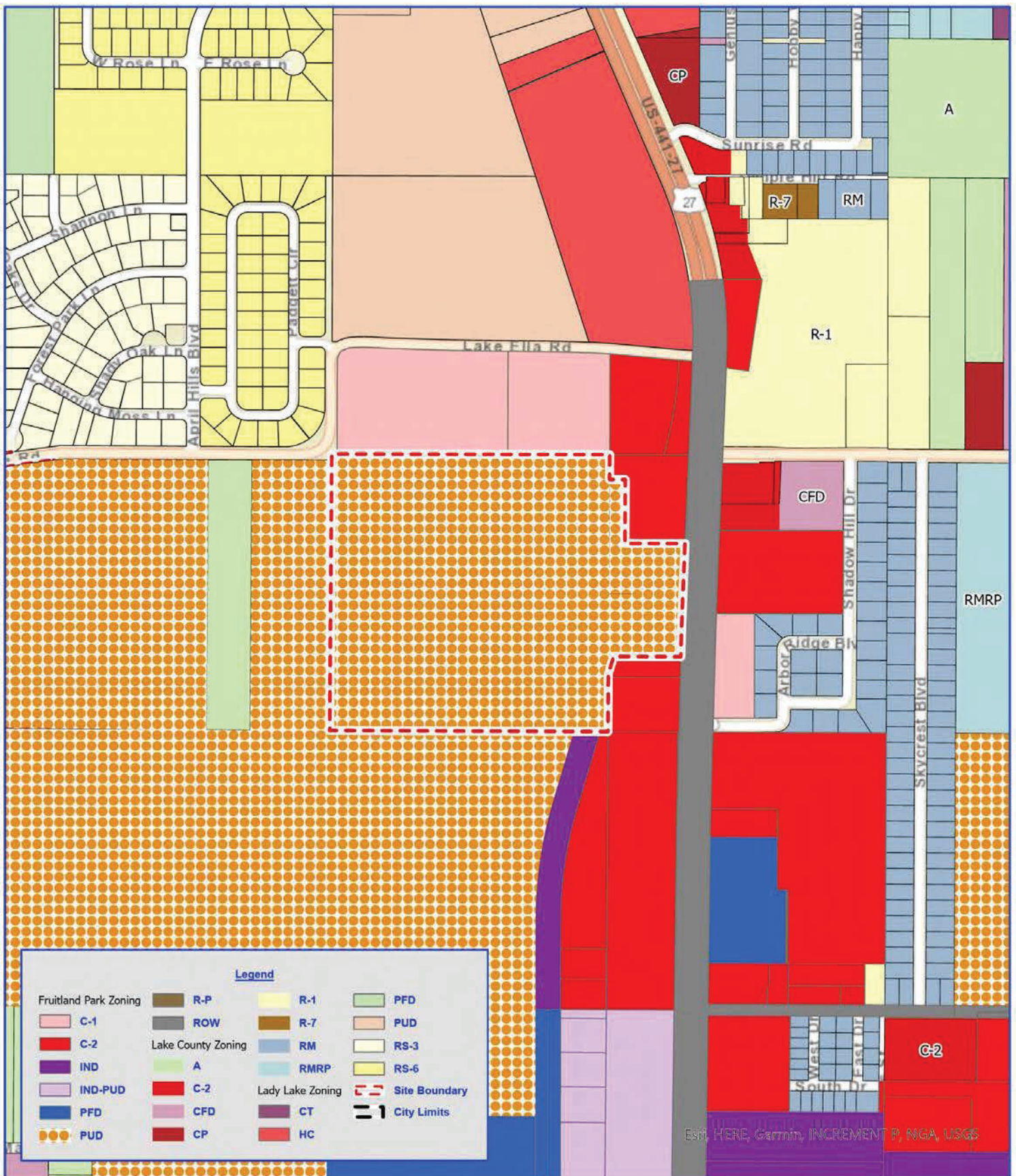
150 0 150 300 450 600 750 Feet
Scale: 1:7,500

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



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




**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 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



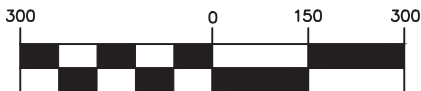
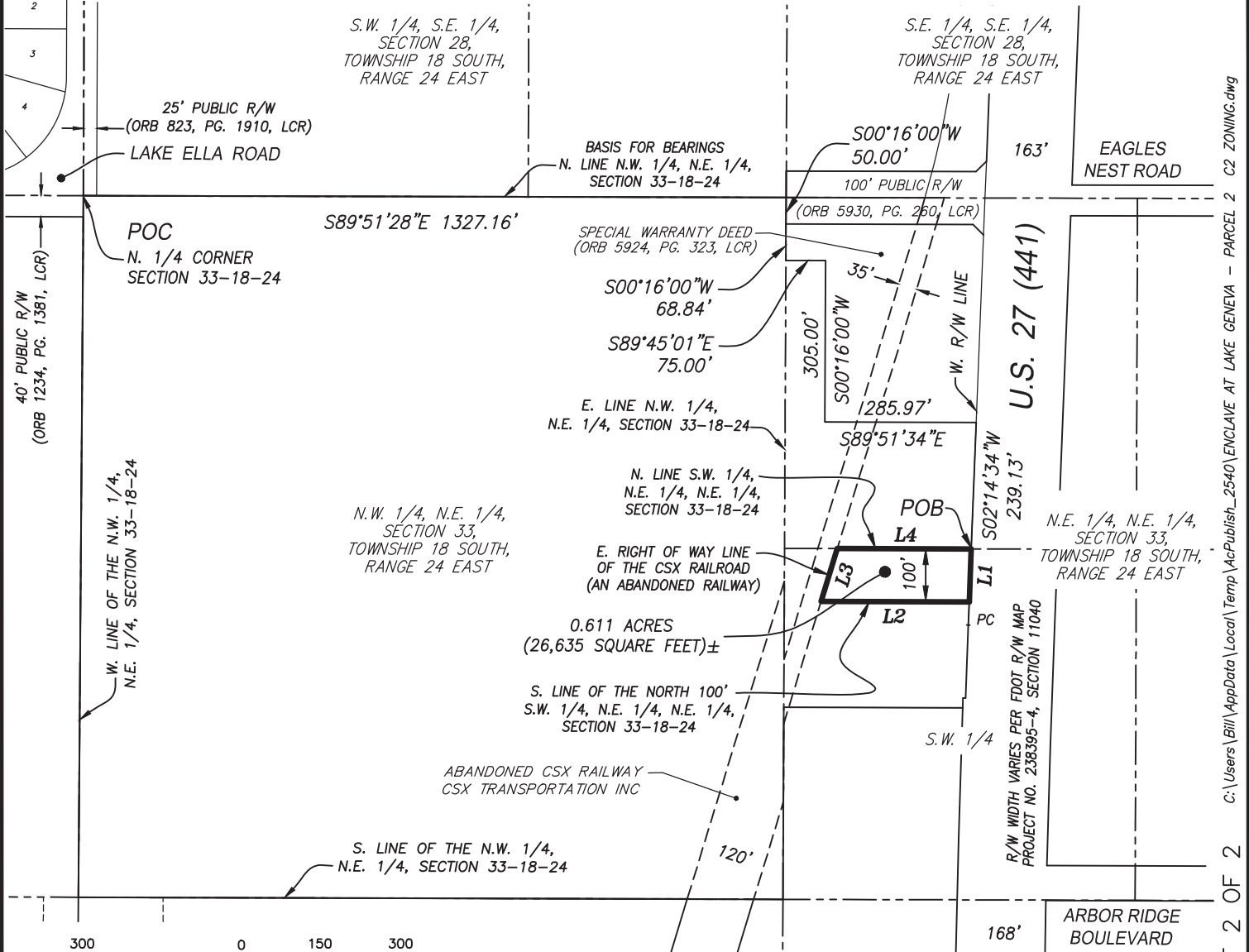
WOHLFARTH CONSULTING GROUP LLC

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



GRAPHIC SCALE (IN FEET)
1 inch = 300 ft.

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.

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'

SHEET 2 OF 2 C:\Users\Bill\AppData\Local\Temp\AcPublish_2540\ENCLAVE AT LAKE GENEVA - PARCEL 2 C2 ZONING.dwg

PROJECT A33
NO.

REVISIONS

DATE

BY

DATE:

10/20/25

DRAWN BY

BF

CHECKED BY

WW

FIELD BOOK

N/A

**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)(I) 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 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 ± acres).

Conclusions

Please submit Traffic Impact Analysis and School Concurrency upon receipt.



Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

Before the undersigned authority personally appeared **Amber Severson** 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 2025.

Robin L Baldeschwieler
Robin L Baldeschwieler, Notary

Personally Known X or
Production Identification
Type of Identification Produced



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 GOVERNMENT 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 OF 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.

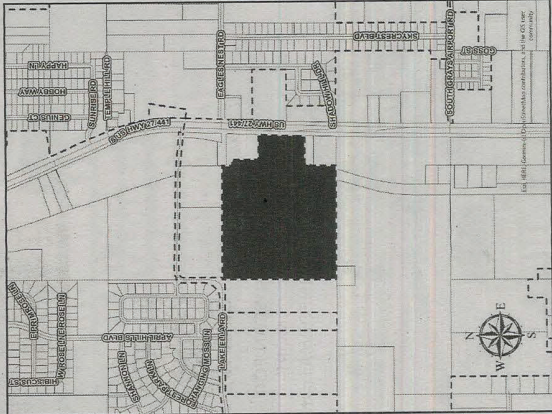
City Commission 1st Reading Thursday, January 8, 2026 @ 6:00 p.m.

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 Berkman 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: Al Goldberg, Chairman Daniel Dicus, Vice Chair Carlisle Burch	Others: 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 ³/₄ ". 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 Statute, Chapter 205-164, 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 lot 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:

ITEM TITLE: **Ordinance 2026-004**

MEETING DATE: January 22, 2026

DATE SUBMITTED: January 16, 2026

SUBMITTED BY: city attorney

BRIEF NARRATIVE: **Ordinance 2026-004** approves an amendment to the City's Code to allow the City Manager to execute contracts on behalf of the City for purchases, services, and construction, provided the expenditure does not exceed \$75,000.00 and is allocated within the adopted budget for the specified purpose.

The city manager's authority to make purchases of supplies, apparatus, equipment, materials, and other tangible personal property for the city where the amount does not exceed \$10,000.00 is amended to clarify that such authority it is for unbudgeted items. .

FUNDS BUDGETED: N/A

ATTACHMENTS: Ordinance 2026-004

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Ordinance 2026-004.**

ORDINANCE 2026-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTIONS 2-289 AND 2-291 IN CHAPTER 2 OF THE CODE OF ORDINANCES INCREASING THE CITY MANAGER'S PURCHASING AND CONTRACTING AUTHORITY; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted a bidding and purchasing policy in Ch. 2 of the Code of Ordinances and the City Commission finds it prudent to increase the threshold amount for City Manager approved purchases and for contracting under certain conditions; and

WHEREAS, the City of Fruitland Park has advertised as required by law for a public hearing prior to adoption of this Ordinance; and

WHEREAS, the City Commission of the City of Fruitland Park, Lake County, Florida hereby finds and declares that the adoption of this ordinance is necessary, appropriate, and in the public interest of the citizens of this community.

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

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. City manager as purchasing agent. Section 2-291, in Chapter 2 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

Sec. 2-289. – City manager as purchasing agent.

The city manager is appointed as purchasing agent for all purchases by the city and all purchases shall be approved by the city manager before they are made. The city manager's authority as purchasing agent includes the power to execute contracts on behalf of the city for purchases, services, and construction, provided the expenditure does not exceed \$75,000.00 and is allocated within the adopted budget for the specified purpose.

Section 3. City manager authority. Section 2-291, in Chapter 2 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

Sec. 2-291. - City manager authorized to make certain expenditures.

The city manager shall have exclusive power and responsibility to make unbudgeted purchases of all supplies, apparatus, equipment, materials, and other tangible personal property for public purposes for the city where the amount of the expenditure for any purpose does not exceed the sum of \$10,000.00.

Section 4. Inclusion in Code. It is the intent of the Commissioners that the provisions of this Ordinance shall become and be made a part of the City of Fruitland Park Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word "or phrase in order to accomplish such intentions.

Section 5. Severability. If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioner's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein.

Section 6. Conflicts. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Effective Date. This ordinance shall become effective upon final adoption.

PASSED and ORDAINED this _____ day of _____, 2026, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

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

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: **6b**

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: January 22, 2026

DATE SUBMITTED: January 16, 2026

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 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. I have requested a telephone conference with attorney Walker who is defending the City in this case.

FUNDS BUDGETED: N/A

ATTACHMENT: N/A

RECOMMENDATION: N/A

ACTION: N/A