

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

August 28, 2025

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731
6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Pastor Brian Tillman, Covenant Life Church

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

2. ROLL CALL

RECESS TO THE LOCAL PLANNING AGENCY

(city manager/city clerk)

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

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)

July 24, 2025, Regular Meeting

(b) Resolution 2025-057, Approval of the 4th Amendment to the Interlocal Agreement between Lake County and City of Fruitland Park Relating to the Provision of Library Services. (city manager/city attorney/library director)

A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, APPROVING THE FOURTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK RELATING TO PROVISION OF LIBRARY SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2025-060, Approval to Dispose of Surplus Computer Equipment (city manager/city attorney/city clerk)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS, OBSOLETE, AND WHICH SERVES NO USEFUL FUNCTION; PROVIDING AUTHORIZATION FOR DESTRUCTION OF SAID PERSONAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

- (d) **Resolution 2025-061, Designating Administrative Authority for the Approval of Plats and Replats** (city manager/city attorney/interim community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, 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; PROVIDING FOR AN EFFECTIVE DATE.

4. **REGULAR AGENDA**

5. **PUBLIC HEARING**

- (a) **Resolution 2025-022 – Major Site Plan for Approximately 10.42± Acres of Property generally located south of Urick Street and east of Wilder Street. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises, LLC** (city manager/city attorney/interim community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW CONSTRUCTION OF MULTI-FAMILY APARTMENT BUILDINGS AND A CLUBHOUSE INCLUSIVE OF ASSOCIATED PARKING AND STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

- (b) **Resolution 2025-030, Proportionate Fair Share Mitigation, Urick & Wilder** (city manager/city attorney/interim community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PROPORTIONATE FAIR SHARE MITIGATION AGREEMENT FOR THE PROJECT URICK AND WILDER ST. MULTIFAMILY RESIDENTIAL SCHOOL CONCURRENCY CASE #2024-29; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- (c) **Resolution 2025-041, Approving a Permanent Utility Easement for Ingress-Egress from Birch Enterprises for the Urick & Wilder Apartment Project.** (city manager/city attorney/interim community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A PERMANENT UTILITY AND INGRESS-EGRESS EASEMENT IN FAVOR OF THE CITY OF FRUITLAND PARK, FLORIDA, FROM BIRCH ENTERPRISES, LLC, FOR THE URICK WILDER APARTMENT PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- (d) **Second Reading of Ordinance 2025-018, Petition to Amend the Boundaries of The Enclave at Lake Geneva Community Development District (CDD), adding approximately 9.70± Acres to the Overall Development, for Property Generally Located South of Lake Ella Road, East of Taylor Mill Road, and West of U.S. Hwy 27/441; Petitioner: Kutak Rock LLP (authorized agents Tucker Mackie & Ryan Dugan) on behalf of the “District.”** (city manager/city attorney/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING ORDINANCE 2024-01; ADDING APPROXIMATELY 9.70 ACRES TO THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT BOUNDARIES, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE LEGAL DESCRIPTION OF THE REVISED EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- (e) **Resolution 2025-059, Approving Digital Solutions Agreement with GHD Services, Inc. for Website Redesign.** (city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE DIGITAL SOLUTIONS AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND GHD SERVICES, INC. FOR REDESIGN OF THE CITY’S WEBSITE PER THE SPECIFICATIONS SET FORTH IN THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

END OF PUBLIC HEARING

6. QUASI-JUDICIAL PUBLIC HEARING

- (a) **First Reading of Ordinance 2025-009, Approval of a Large-Scale Comprehensive Plan Amendment for Pine Ridge Dairy Subdivision for 52.66± Acres Generally Located South of Pine Ridge Dairy Road and West of Brookstone Lane, Petitioner: Peterson & Myers, PA (Shelton Rice) on behalf of the owner, Pine Ridge Park, LP.** (city manager/city attorney/community development)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3184, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN

LOW AND URBAN MEDIUM TO CITY OF FRUITLAND PARK MULTI-FAMILY LOW DENSITY OF 52.66± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PINE RIDGE DAIRY ROAD, AND WEST OF U.S. HIGHWAY 27/441; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

END OF QUASI-JUDICIAL PUBLIC HEARING

- 7. (a) **City Manager**
 - i. **Discussion Item: Step Comparison and Adjustments for Sworn Law Enforcement Officers**
- (b) **City Attorney**
 - i. **Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116**
 - ii. **Senate Bill 180 – Lawsuit to Challenge**
 - iii. **Senate Bill 954 – Certified Recovery Residences**
 - iv. **Senate Bill 1730 – Affordable Housing**
 - v. **Senate Bill 1080 – Local Government Land Development Regulations**

10. UNFINISHED BUSINESS

11. 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.

12. COMMISSIONER COMMENTS

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

13. MAYOR’S COMMENTS

14. ADJOURNMENT

DATES TO REMEMBER

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

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

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

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

ITEM TITLE: City Commission Minutes – July 24, 2025

Resolution No. 2025-057, Fourth Amendment to an Interlocal Agreement with Lake County for the Provision of Library Services

Resolution No. 2025-060, Approval to Dispose of Surplus Computer Equipment

Resolution 2025-061, Assigning Administrative Authority to Approval Plats and Replats

MEETING DATE: Thursday, August 28, 2025

DATE SUBMITTED: Wednesday, August 6, 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) **Regular Minutes** dated July 24, 2025 (city clerk)
- (b) **Resolution 2025-057 as referenced above** (city manager/city attorney/library director)
- (c) **Resolution 2025-060 as referenced above** (city manager/city clerk/city attorney)
- (d) **Resolution 2025-061 as referenced above** (city manager/city attorney/interim community development director)

FUNDS BUDGETED: None

ATTACHMENTS: July 24, 2025, City Commission Meeting Minutes
Resolution No. 2025-057
Resolution No. 2025-060
Resolution No. 2025-061

RECOMMENDATION: Approve the Consent Agenda

ACTION: Approve

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
July 24, 2025**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731, on Thursday, July 24, 2025, at 6:00 p.m.

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

Also Present: City Manager Karen Manila, Acting City Attorney Sandy Minkoff, Human Resources Director John Klein, Finance Director Gary Bachmann, Public Works Director Robb Dicus, Interim Police Chief Henry Rains, Interim Community Development Director Michael Rankin, Administrative Manager Sharon Williams, Permit Tech I Brenda Sigala, Parks and Recreation Director Michelle Yoder and City Clerk Gwen Johns

Total Attendance: 23

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

After Mayor Cheshire called the meeting to order, Pastor James McKenzie of New Genesis Ministries gave the Invocation and Interim Police Chief Henry Rains 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. CONSENT AGENDA

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

July 10, 2025, Regular Meeting

(b) Resolution 2025-049, Approval of Staff Recommendation to Increase City Manager Compensation in Accordance with the Employment Agreement

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN INCREASE OF \$5,000.00 IN THE CITY OF FRUITLAND PARK CITY MANAGER'S SALARY PURSUANT TO SECTION 2. OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA, AND KAREN MANILA; PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2025-051, Approval of an Agreement for Planning Services between the City of Fruitland Park and LPG Urban & Regional Planners, LLC

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT FOR PLANNING SERVICES BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND LPG URBAN & REGIONAL PLANNERS, LLC; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve the Consent Agenda Items as presented. The motion carried unanimously by voice vote.

4. REGULAR AGENDA

5. PUBLIC HEARING

(a) Second and Final Reading of Ordinance 2025-017, Amending the City of Fruitland Park Land Development Code Chapter 151 and 161 re Floodplain Management.

Sandy Minkoff, Acting City Attorney, read Ordinance 2025-017 by title only.

AN ORDINANCE BY THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE CITY OF FRUITLAND PARK'S LAND DEVELOPMENT CODE CHAPTER 151 – DEFINITIONS AND CHAPTER 161 – BUILDING CODES TO MAKE MODIFICATIONS TO BRING THE REGULATIONS INTO AGREEMENT WITH THE MOST CURRENT FEMA-APPROVED, CODE-COMPANION FLOODPLAIN MANAGEMENT ORDINANCE FOR FLORIDA COMMUNITIES; PROVIDING FOR SEVERABILITY; PROVIDING DIRECTIONS TO TRANSMIT TO THE FLORIDA BUILDING COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rankin stated that this ordinance focuses on the definitions and makes the City's code consistent with the recent eighth edition of the 2023 Building Code.

ACTION: A motion was made by Commissioner Cosenza and seconded by Commissioner Williams to approve Ordinance 2025-017, on second and final reading, as previously cited.

Mayor Cheshire opened the public hearing. No one indicated a desire to speak, and the public hearing was closed.

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

(b) Resolution 2025-034, Approval of the 7th Amendment to an Interlocal Agreement with Lake County for Joint Development of a Soccer Field, to include a PA System and reconstruction of softball and t-ball fields at Northwest Lake Community Park

Sandy Minkoff, Acting City Attorney, read Resolution 2025-034 by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK REGARDING JOINT DEVELOPMENT OF A SOCCER FIELD AT NORTHWEST LAKE COMMUNITY PARK THAT PROVIDES AN ADDITIONAL \$100,000 IN FUNDING FOR IMPROVEMENTS OF THE PARK; PROVIDING FOR AN EFFECTIVE DATE.

Michelle Yoder, Recreation Director, stated that every year, Lake County Parks and Trails gives the City of Fruitland Park funding to develop and build the Northwest Lake Community Park. This year the funds will be used to purchase and install a PA System for the Soccer Fields and to rehabilitate the softball and t-ball field.

ACTION: A motion was made by Commissioner Williams and seconded by Commissioner Raysin to approve Resolution 2025-034, as previously cited.

Mayor Cheshire opened the public hearing. The public hearing was closed.

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

(c) Resolution 2025-054, Approval of an Agreement with Sky Elements for a Drone Show on September 26, 2025

Sandy Minkoff, Acting City Attorney, read Resolution 2025-054 by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT BETWEEN SKY ELEMENTS, LLC, AND THE CITY OF FRUITLAND PARK FOR A DRONE SHOW DISPLAY IN THE AMOUNT NOT TO EXCEED \$34,998; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Yoder stated that 2025 marks Fruitland Park's Centennial, and funds were budgeted for celebration events throughout the year. With approval of this agreement, a drone show would be part of the festivities at the Centennial event on September 26, 2025, at Veterans Memorial Park.

ACTION: A motion was made by Commissioner Cosenza and seconded by Vice Mayor DeGrave to approve Resolution 2025-054, as previously cited.

Mayor Cheshire opened the public hearing. The public hearing was closed.

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

(d) Resolution 2025-052, Approval of Right of Way Dedication Agreements with Various Property Owners Relating to Sunset Way

Sandy Minkoff, Acting City Attorney, read Resolution 2025-052 by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING RIGHT-OF-WAY DEDICATION AGREEMENTS WITH VARIOUS PROPERTY OWNERS RELATING TO SUNSET WAY; ACCEPTING WARRANTY DEEDS CONVEYING REAL PROPERTY ALONG SUNSET WAY TO THE CITY OF FRUITLAND PARK FOR RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS; DIRECTING THE CITY MANAGER OR DESIGNEE TO RECORD THE WARRANTY DEEDS; PROVIDING FOR AN EFFECTIVE DATE.

Robb Dicus, Public Works Director, presented the details associated with the dedication of rights of way along Sunset Way. He stated there is one more property where the City needs to acquire right of way. Once all rights of way are secured, HALFF will be engaged to look at the provision of a proper roadway in the area.

ACTION: A motion was made by Commissioner Cosenza and seconded by Commissioner Raysin to approve Resolution 2025-052, as previously cited.

Mayor Cheshire opened the public hearing. The public hearing was closed.

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

(e) Resolution 2025-053, Adopting a Not to Exceed Millage Rate of 3.9134, Levying Ad Valorem Taxes for Fiscal Year 2025-2026 and Setting the Date, Time, and Place of the Budget Hearing for Fiscal Year 2025-2026

Mayor Cheshire stated that the City of Fruitland Park is prepared to set the millage rate of 3.9134, which is a 10.79% increase over the rolled-back rate of 3.5324 percent. The millage rate of 3.9134 mills is the same rate as the past seven years. Once the rate is established, the commission may not exceed this rate.

Sandy Minkoff, Acting City Attorney, read Resolution 2025-053, by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A NOT TO EXCEED MILLAGE RATE OF 3.9134 LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2025-2026 AND SETTING THE DATE, TIME, AND PLACE OF PUBLIC HEARING ON THE BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR AN EFFECTIVE DATE.

Gary Buchmann, Finance Director, explained the budget is healthy and staff did not see any need to increase the millage rate this year. He stated that the rolled-back rate is something that the state and county look back on in the event that the City wishes to receive additional revenues.

Mayor Cheshire said that while there continue to be increases in inflation, the anticipated new construction will offset the city's income.

ACTION: A motion was made by Commissioner Cosenza and seconded by Vice Mayor DeGrave to approve Resolution 2025-053, as previously cited.

Mayor Cheshire opened the public hearing.

Carl Yauk, 1123 Ritter Road, The Villages of Pine Hills, asked about the assessed values of the properties. Mayor Cheshire responded that the Lake County Property Appraiser controls assessed property values. Mr. Yauk asked if properties that are not yet active have been considered in the total value. Vice Mayor DeGrave noted the incoming development would not be reflected on the tax roll until Certificates of Occupancy have been issued.

Mr. Minkoff advised the dates for property value assessments were Dec 31st – Jan 1st, and he said if the CO was received Oct 1, the value would not be reflected in the current year assessment.

The public hearing was closed.

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

6. QUASI-JUDICIAL PUBLIC HEARING

END OF QUASI-JUDICIAL PUBLIC HEARING

7. (a) City Manager

i. Discussion Item: Planning and Zoning Commission to Special Magistrate

Ms. Manila introduced what it would mean to have a special magistrate for planning and development. She asked Mike Rankin, Interim Community Development Director, to explain why transitioning to a magistrate process may streamline the process for development. He recommended going to a special magistrate process. He also spoke about the challenges associated with a volunteer board versus a special magistrate.

Mayor Cheshire said the charter change was made by referendum. The voters of Fruitland Park made the decision.

Vice Mayor DeGrave asked if the magistrate process could be operated in a revenue neutral position. Mr. Rankin said there are cities who incorporate the magistrate fees into their process so that the cost does not come out of general revenue. Vice Mayor DeGrave felt the magistrate process was a terrific direction for the City. He would like to see application fees adjusted to accommodate the additional associated costs.

Next steps: The consensus of the City Commission was for staff to develop an Ordinance for consideration.

(b) City Attorney

- i. **Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116**
- ii. **Florida Municipal Attorney Association Annual Conference, July 24 – July 26, 2025**

8. UNFINISHED BUSINESS

There were no unfinished business items.

9. PUBLIC COMMENTS

Carl Yauk, 1023 Ritter Road, asked about FEMA and floodplain. Mr. Rankin responded, explaining the formula used to determine floodplain calculations and use of the FEMA floodplain map. He noted that in some cases certain areas may allow for retention to wetlands, but in most cases the development is expected to be designed to accommodate the uplands without interfering with the wetlands. Ultimately, Mr. Rankin said it depends on the project.

Mr. Yauk requested an update on the expansion of sewer and water. He questioned the status, asked who would pay for it, how it would be funded, and stated that he did not want the residents of The Villages to bear any cost.

Wanda Trace, 110 Tropic Circle, asked what would need to be done to allow for chickens in the city.

10. COMMISSIONERS' COMMENTS

Vice Mayor DeGrave mentioned that the Lake County League of Cities now includes Sumter County and will be referred to as the Heartland League of Cities.

Commissioner Williams stated that she was curious to learn more about the chicken issue.

Commissioner Cosenza – No comment.

Commissioner Raysin – No comment.

11. MAYOR’S COMMENTS

Mayor Cheshire announced dates to remember.

12. ADJOURNMENT

The meeting adjourned at 6:42 p.m.

Gwen Keough-Johns, City Clerk

Chris Cheshire, Mayor

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

ITEM TITLE: **Resolution 2025-057 Approving the 4th Amendment to the Interlocal Agreement Between Lake County and City of Fruitland Park Relating to the Provision of Library Services**

MEETING DATE: August 28, 2025

DATE SUBMITTED: August 18, 2025

SUBMITTED BY: library director/city manager

BRIEF NARRATIVE: **Resolution 2025-057** approves the 4th amendment to the Interlocal Agreement with Lake County for Library services in Fruitland Park.

On September 10, 2019, Lake County entered into an Interlocal Agreement with the City of Fruitland Park to be part of the Lake County Library System public library cooperative. The initial agreement was for three (3) years with an expiration of September 30, 2022. The Interlocal Agreement has been extended three times with the 4th extension being what City Commission is considering with this Resolution. The extension will be for 12-month period expiring on September 30, 2026.

The County will allocate a base amount of \$30,000 to the City to assist with funding programs and services at the Fruitland Park Library.

Partnering with the County for library services has been beneficial to both the City and to the County and it is recommended that the partnership continue.

FUNDS BUDGETED: None

ATTACHMENTS: Resolution 2025-057, Fourth Amendment to Interlocal Agreement

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Resolution 2025-057**

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RESOLUTION 2025-057

A RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, APPROVING THE FOURTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK RELATING TO PROVISION OF LIBRARY SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park is a member of the Lake County Library System; and

WHEREAS, on September 10, 2019 the City of Fruitland Park entered into an Interlocal Agreement with Lake County, Florida, for the purpose of providing unified library services to the residents of Lake County through participation in the Lake County Library System public cooperative (the “Agreement”); and

WHEREAS, on September 13, 2022, September 12, 2023 and September 24, 2024, the Agreement was extended, each for an additional one-year term; and

WHEREAS, the City of Fruitland Park and Lake County desire to extend the Agreement for an additional twelve-month period expiring September 30, 2026; and

WHEREAS, the County will be allocating \$30,000 to assist with funding of programs and services at participating libraries, inclusive of the City of Fruitland Park Library; and

WHEREAS, the City Commission finds that extending the Agreement is beneficial to the City of Fruitland Park and its residents; and

WHEREAS, the City Commission desires to enter into the Fourth Amendment to Interlocal Agreement between the parties relating to provision of library services.

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

Section 1. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.

Section 2. The Fourth Amendment to Interlocal Agreement between Lake County, Florida, and the City of Fruitland Park Relating to the Provision of Library Services, a copy of which is attached hereto, is approved.

Section 3. The Commission authorizes the Mayor to execute the Fourth Amendment to Interlocal Agreement between Lake County, Florida, and the City of Fruitland Park Relating to the Provision of Library Services.

Section 4. This resolution shall become effective immediately upon adoption.

PASSED and RESOLVED this 28th day of August 2025, by the City Commission of the City of Fruitland Park, Florida.

Chris Cheshire, Mayor

Attest:

Gwendolyn 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

**FOURTH AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK
RELATING TO THE PROVISION OF LIBRARY SERVICES**

This is the Fourth Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “County”, by and through its Board of County Commissioners, and the City of Fruitland Park, a municipal corporation pursuant to the Laws of Florida, hereinafter referred to as “Municipality,” by and through its City Commission.

WITNESSETH:

WHEREAS, on September 10, 2019, County entered into an Interlocal Agreement with Municipality for the purpose of providing unified library services to the residents of Lake County through participation in the Lake County Library System public library cooperative (the “Agreement”); and

WHEREAS, on September 13, 2022, County and Municipality entered into an extension of the Agreement for an additional 12-month period expiring on September 30, 2023 (First Amendment); and

WHEREAS, on September 12, 2023, County and Municipality entered into a second extension of the Agreement for an additional 12-month period expiring on September 30, 2024 (Second Amendment); and

WHEREAS, on September 24, 2024, County and Municipality entered into a third extension of the Agreement for an additional 12-month period expiring on September 30, 2025 (Third Amendment); and

WHEREAS, the parties now want to extend the Agreement for a fourth, additional 12-month period expiring on September 30, 2026 (Fourth Amendment); and

WHEREAS, executing this Fourth Amendment is in the best interests of the parties and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Fourth Amendment upon adoption hereof.

2. **Amendment.** The Agreement, as previously amended, is hereby amended as follows:

A. **Section 3, *Term***, is hereby amended to allow for an additional 12-month period and terminating on September 30, 2026, and is hereby amended as follows:

This Agreement shall be in effect for a period beginning October 1, 2019, and ending on September 30, 2026, unless terminated earlier in accordance with the provisions of the Agreement.

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF FRUITLAND PARK RELATING TO PROVISION OF LIBRARY SERVICES

B. Section 13, Paragraph (E), *Appropriation of County Funds for Municipality*, is hereby amended to provide funding for the additional “Year Seven” created by the 12-month extension of the Term under this Fourth Amendment and is hereby amended to add:

Year Seven: The COUNTY shall allocate a base amount of thirty thousand dollars (\$30,000) to assist with funding of programs and services at its participating library.

3. Effect of Amendment. All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Fourth Amendment conflicts with the Agreement, this Fourth Amendment will govern.

IN WITNESS WHEREOF, the parties have signed this Fourth Amendment through their authorized representatives on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Leslie Campione, Chairman

This ____ day of _____, 2025.

Approved as to form and legality:

Melanie Marsh, County Attorney

**FOURTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF
FRUITLAND PARK RELATING TO PROVISION OF LIBRARY SERVICES**

MUNICIPALITY

CITY OF FRUITLAND PARK

ATTEST:

Gwen Johns, City Clerk

Chris Cheshire, Mayor

This _____ day of _____, 2025.

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

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

ITEM TITLE: Resolution 2025-060, Disposition of Surplus Property

MEETING DATE: Thursday, August 28, 2025

DATE SUBMITTED: Thursday, July 31, 2025

SUBMITTED BY: city manager/city clerk

BRIEF NARRATIVE: As set forth in Florida Statutes 274.05, a local government shall have discretion to classify as surplus any of its property, which property is not otherwise lawfully disposed of, that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function.

The city, over time, updates and replaces computer equipment to ensure employees have the proper equipment to perform the functions of their job. The City Clerk and a consultant from MMD Computers has inventoried several pieces of computer equipment for disposal. MMD has confirmed that all hard drives have been removed from the equipment.

In the past, the City of Fruitland Park has partnered with Jason Gideon, George Gideon Auctioneers, for the disposal of equipment and vehicles. Staff respectfully requests authorization to move forward with the disposal of equipment outlined in the attached list.

FUNDS BUDGETED: N/A

ATTACHMENTS: Resolution 2025-060
City of Fruitland Park Inventory List for Surplus Items

RECOMMENDATION: Approve the Consent Agenda

ACTION: Approve

RESOLUTION 2025-060

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS, OBSOLETE, AND WHICH SERVES NO USEFUL FUNCTION; PROVIDING AUTHORIZATION FOR DESTRUCTION OF SAID PERSONAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Fruitland Park Police Department has accumulated certain personal property which is no longer useful or beneficial to the City of Fruitland Park, and has been determined to be obsolete and does not serve a useful function; and

WHEREAS, the City Commission has determined that it is in the best interest of the residents of Fruitland Park to declare the personal property more particularly described herein as surplus property, and to subsequently dispose of said property by destruction or other legal means; and

WHEREAS, the property value is estimated to be under \$5,000; and

WHEREAS, the City Commission of the City of Fruitland Park is authorized by s. 274.06, Florida Statutes, in taking such action as set forth in this resolution.

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

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.
2. The City Commission of the City of Fruitland Park hereby declares that the personal property as more particularly described in **Exhibit A attached hereto** and incorporated herein is obsolete, serves no useful function and is surplus property, and is burdensome to retain.
3. The City Manager or designee is hereby directed to dispose of the property described herein by destroying such property or by whatever legal means the City Manager deems appropriate in accordance with Florida law.
4. This resolution shall be effective immediately upon adoption.

PASSED AND RESOLVED this 28th day of August, 2025, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

SEAL

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

Timestamp	What type of device is it?	Item Make	Model Name/Number
7/15/2025 13:50:41	Networking Equipment	SonicWall	TZ470
7/15/2025 13:51:18	Networking Equipment	SonicWall	TZ350
7/15/2025 13:52:11	Networking Equipment	Cisco	ASA 5506
7/15/2025 13:52:39	Cable	N/A	HDMI to HDMI
7/15/2025 13:53:28	Surge Protector	CyberPower	950VA
7/15/2025 13:55:17	Other	Verifone	P400 Plus
7/15/2025 13:56:50	Desktop	MMD	i3 Desktop
7/15/2025 13:57:58	Surge Protector	APC	BE600M1
7/15/2025 13:58:28	Desktop	MMD	AMD A SERIES
7/15/2025 13:59:48	Printer	HP	OfficeJet 4650
7/15/2025 14:00:48	Desktop	Dell	OptiPlex 9020
7/15/2025 14:01:53	Desktop	Dell	OptiPlex 9020
7/15/2025 14:02:23	Desktop	Dell	OptiPlex 9020
7/15/2025 14:03:02	Desktop	Lenovo	ThinkCentre
7/15/2025 14:03:36	Networking Equipment	SonicWall	TZ170
7/15/2025 14:04:18	Networking Equipment	Cisco	ASA 5502
7/15/2025 14:05:13	Networking Equipment	Dell	PowerConnect 2708
7/15/2025 14:06:30	Networking Equipment	DLINK	DGS-1210-28
7/15/2025 14:07:12	Networking Equipment	Dell	PowerConnect 2748
7/15/2025 14:07:58	Networking Equipment	Dell	PowerConnect 2024
7/15/2025 14:08:44	Networking Equipment	Dell	PowerConnect 2024
7/15/2025 14:09:42	Surge Protector	CyberPower	625VA
7/15/2025 14:10:59	Display	Sceptre	F22
7/15/2025 14:13:20	Networking Equipment	NAC	Unknown
7/15/2025 14:14:46	Networking Equipment	Vodavi	3501-00
7/15/2025 14:15:43	Mouse	Logitech	m510
7/15/2025 14:16:47	Networking Equipment	ADTRAN	NetVanta 818
7/15/2025 14:17:58	Networking Equipment	Amino	A140
7/15/2025 14:19:22	Keyboard	Logitech	K350
7/15/2025 14:23:57	Keyboard	Logitech	K350
7/15/2025 14:24:45	Mouse	Logitech	M510
7/15/2025 14:25:43	Keyboard	Logitech	MK320
7/15/2025 14:26:30	Keyboard	Logitech	K350
7/15/2025 14:27:20	Laptop	Dell	Latitude 5480
7/15/2025 14:28:07	Laptop	HP	15-AY053NR
7/15/2025 14:29:05	Surge Protector	CyberPower	650VA
7/15/2025 14:30:26	Surge Protector	APC	BE600M1
7/15/2025 14:32:08	Cable	HP	854054-003
7/15/2025 14:35:00	Cable	Dell	HA65NM130
7/15/2025 14:35:48	Tablet	Apple	iPad
7/15/2025 14:37:04	Laptop	Dell	Latitude E5400
7/15/2025 14:38:31	Laptop	Lenovo	Yoga Thinkpad
7/15/2025 14:39:33	Other	Verifone	P400 Plus
7/15/2025 14:40:52	Other	Logitech	S150 Speakers
7/15/2025 14:42:52	Other	HoneyWell	1300G-2-06211

Serial Number	Is Data Removed? (if applicable)
18C2412221DC	N/A
2CB8ED424BE4	N/A
JMX2148G1G9	N/A
N/A	N/A
RA7LZ8008132	N/A
903-840-298	N/A
N/A	Yes
4B1915P22530	N/A
N/A	Yes
F1H96-80048	N/A
GKMT8Z1	Yes
HJTDP22	Yes
BTDTM22	Yes
MJ06LOWH	Yes
00006B12FB18	N/A
JMX1219Z15C	N/A
68WXV91	N/A
S30Q1E5003497	N/A
FHVJ7F1	N/A
13CTR21	N/A
23CTR21	N/A
BGNJY20022521	N/A
K30F225BTD1998	N/A
VAM7HN7JRA	N/A
SFF000632	N/A
810-001897	N/A
SI M5800BRA	N/A
LC4118D0534704	N/A
19360	N/A
17031	N/A
2039LZD5CFK8	N/A
T41126	N/A
14035	N/A
89x5qn2	Yes
CND6247DBD	Yes
TCYMV8001769	N/A
4B1739P03226	N/A
WFTLD0BCX25BQS	N/A
N/A	N/A
F7NN81WSFPFL	Yes
G6MF0L1	Yes
MP-07PEBP	Yes
803-840-193	N/A
AL928DG	N/A
13107B13D7	N/A

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

ITEM TITLE: Resolution 2025-061 Designating Administrative Authority and Administrative Official Relating to Processing and Approval of Final Plats & Replats

MEETING DATE: August 28, 2025

DATE SUBMITTED: July 27, 2025

SUBMITTED BY: City Attorney

BRIEF NARRATIVE: Resolution 2025-061

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 City's Land Development Code provides for the Community Development Department to receive all applications relating to the development of land. The proposed resolution reinforces that direction as it relates to plats and replats. The proposed resolution also 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 resolution includes direction for preparation of an ordinance. Adoption of an ordinance containing the same language as the resolution can then be codified and placed within the Land Development Code. However, as an interim measure it is recommended City Commission approve the proposed resolution.

FUNDS BUDGETED: N/A

ATTACHMENT: Resolution 2025-061; Chapter 2025-164, Laws

RECOMMENDATION: of Florida Approve Resolution 2025-061

ACTION: Approve Resolution 2025-061.

RESOLUTION 2025-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, 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; 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 a resolution 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, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. 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.

Section 2. The City Commission may revoke or change this delegated authority at any time by adoption of a subsequent resolution or ordinance.

Section 3. The city attorney is hereby directed to prepare an ordinance to amend the Land Development Code to comply with the requirements of Chapter 2025-164, Laws of Florida.

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 28th day of August, 2025, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

SEAL

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 Raysin	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

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.

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

ITEM TITLE: Resolution 2025-022 – Major Site Plan for approximately 10.42 ± acres generally located south of Urick Street and east of Wilder Street. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises, LLC.

MEETING DATE: August 28, 2025

DATE SUBMITTED: August 15, 2025

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

BRIEF NARRATIVE: Applicant is seeking approval of a major site plan to construct a multi-family apartment complex consisting of 150 units within 5 buildings (2 and 3 story); 28 - 1 Bedroom, 76 -2 Bedroom and 46 – 3 Bedroom apartments. Also, a total of 324 parking spaces is required. The applicant has modified their site plan and withdrawn their original request for a deferred parking agreement. Additionally, it appears from the applicant’s landscape plan [L1.1], a total of 21 specimen trees and 3 historic trees are planned for removal. In accordance with Chapter 164, Section 164.090(f), historical or specimen trees shall not be removed without City Commission’s findings/approval. Thus, City Commission should formally consider this issue as well for approval consideration. A utility easement will also be included for approval to grant the city access for maintenance/repair of the utility system. Also, the following additional conditions of approval should be noted on the resolution for the major site plan: (1) an additional 12 canopy trees should be added for replacement as outlined on the 8/6/2025 staff report for tree mitigation requirements, (2) prior to construction, provide an updated environmental assessment and a copy of the appropriate regulatory permit for any proposed relocation of gopher tortoises and (3) any Lake County right-of-way dedication/utilization requirements.

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2025-022, location map, staff comments, advertising affidavit

RECOMMENDATION: Recommended to consider approval of Resolution 2025-022. During the P&Z Board meeting held May 15th, 2025, members voted 3-(yeas) to 1-(nay) for approval consideration by City Commission.

ACTION: Consideration to Approve Resolution 2025-022.

RESOLUTION 2025-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW CONSTRUCTION OF MULTI-FAMILY APARTMENTS BUILDINGS AND A CLUBHOUSE INCLUSIVE OF ASSOCIATED PARKING AND STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Catalyst Design Group as applicant on behalf of Birch Enterprises, LLC, Owner, filed an application for Major Site Plan Approval to allow for construction of a multi-family apartment complex with a clubhouse, associated parking and stormwater on real property located south on Urick Street and east of Wilder Street, Fruitland Park, Florida (the "Property"); and

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

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

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

Section 1. Granting of Major Site Plan Approval.

The application filed by Catalyst Design Group (hereafter referred to as "Applicant"), to allow for construction of approximately 180,028 square ft. multi-family apartment buildings, 5,360 square ft. clubhouse, associated parking, and stormwater on real property located south on Urick Street, east of Wilder Street, Fruitland Park, Florida is hereby GRANTED, with conditions, for the following described properties:

Alt. Key Number: 1520690

09-19-24-0400-045-00002

(The Property)

LEGAL DESCRIPTION: See attached Exhibit A.

Section 2. Conditions of Approval.

- (1) The Applicant shall resolve, to the satisfaction of the City Manager or designee, the following matters:
 - (a) Prior to the issuance of a building permit, execute and deliver a utility easement in favor of the City of Fruitland Park in the form provided by the City. The Owner must provide a sketch of description for the utility easement for review and approval of the city engineer.
 - (b) Seek City Commission consideration for removal of specimen and historic trees pursuant to s. 164.090(f), LDC.
 - (c) Prior to the issuance of a building permit, comply with all reasonable requirements of Lake County relating to improvements to and dedication of right of way re: Urlick Street and Wilder Street.
- (2) Site plan approval shall terminate and become null and void automatically without notice if construction has not commenced within twelve (12) months from the date of this conditioned approval.
- (3) The Site Plan is attached hereto and incorporated herein.
- (4) The City Manager is authorized to issue and record a Notice of Site Plan Approval in the public records of Lake County, Florida, **once conditions have been met.**

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED and ADOPTED at a regular meeting of the City Commission of the City of Fruitland Park, Lake County, Florida this _____ day of _____, 2025.

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

EXHIBIT A

The West 466.70 feet of Block 45, TOWN OF FRUITLAND PARK, according to the plat thereof as recorded in Plat Book 3, Page 8, Public Records of Lake County, Florida.

The Villages[®] DAILY SUN

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

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01265046** in the matter of

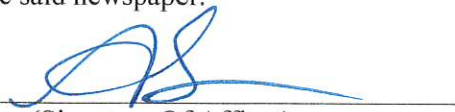
NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

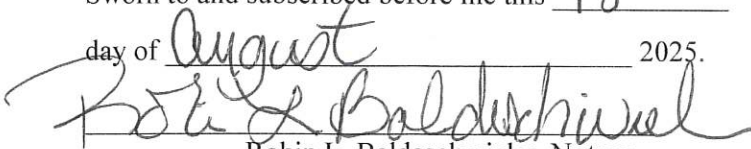
AUGUST 18, 2025

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

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


(Signature Of Affiant)

Sworn to and subscribed before me this 18
day of August 2025.


Robin L. Baldeschwieler, Notary

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



NOTICE OF PUBLIC HEARING RESOLUTION 2025-022

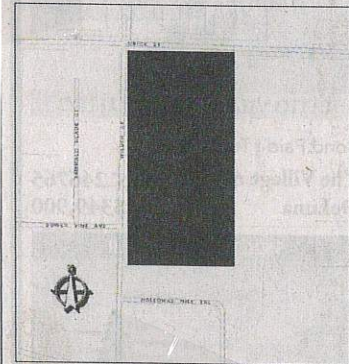
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OFFFRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW CONSTRUCTION OF MULTI-FAMILY APARTMENTS BUILDINGS AND A CLUBHOUSE INCLUSIVE OF ASSOCIATED PARKING AND STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITYMANAGER TO ISSUE A NOTICE OF SITE PLAN A P P R O V A L UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**City Commission Reading
Thursday, August 28, 2025
@ 6:00 p.m.**

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

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Gwen Johns, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



#01265046 August 18, 2025

Advertising Invoice

The Villages Daily Sun

1

1100 Main St.
The Villages, FL 32159

Phone: (352)753-1119

Fax: (352)751-7999

URL: <http://www.thevillagesdailysun.com>

CHRISTINE
CITY OF FRUITLAND PARK
506 W BERKMAN STREET
FRUITLAND PARK, FL 34731

Acct #: 90105387

Phone: (352)360-6727

Date: 08/14/2025

Ad #: 01265046

Salesperson: 26 Ad Taker: 13

Class: 0100

Description	Start	Stop	Ins.	Cost/Day	Extras	Amount
URICWILD2	08/18/2025	08/18/2025	1	102.46	0.00	102.46

Ad Text:

NOTICE OF PUBLIC HEARING
RESOLUTION 2025-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OFFRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE
PLANAPPROVAL WITH CONDITIONS TO ALLOW
CONSTRUCTION OFMULTI-FAMILY APARTMENTS BUILDINGS
AND A CLUBHOUSEINCLUSIVE OF ASSOCIATED PARKING AND
STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING
THE CITYMANAGER TO ISSUE A NOTICE OF SITE PLAN
APPROVAL UPONCOMPLETION OF ALL CONDITIONS; AND
PROVIDING FOR ANEFFECTIVE DATE.

Payment Reference:

Total: 102.46

Tax: 0.00

Net: 102.46

Prepaid: 0.00

Total Due 102.46

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

ITEM TITLE: Resolution 2025-030 Proportionate Fair Share Urick & Wilder

MEETING DATE: AGREEMENT Thursday, August 28, 2025

DATE SUBMITTED: August 15, 2025

SUBMITTED BY: City Attorney

BRIEF NARRATIVE: PROPORTIONATE SHARE MITIGATION AGREEMENT

Catalyst Design Group as applicant on behalf of Birch Enterprises, LLC, Owner, filed an application for Major Site Plan Approval to allow for construction of a multi-family apartment complex with a clubhouse, associated parking and stormwater on real property located south on Urick Street and east of Wilder Street, Fruitland Park, Florida (the "Project"). Projects are required to meet school concurrency, meaning there are sufficient student stations to accommodate the growth created by the project. Based on the current adopted level of service standards of the Concurrency Service Area in which the Project is located the School Board has determined the anticipated deficit created by the project is ten (10) high school student stations. Therefore, in order for approval of the Project, the applicant is required to mitigate the deficiency.

The Proportionate Share Mitigation Agreement provides for the developer of the Project to pay the cost to mitigate the capacity deficiency. The School District calculates the cost of mitigation as \$429,170.00.

FUNDS BUDGETED: N/A

ATTACHMENT

1. Resolution 2025-030 Proportionate Share Mitigation Agreement
2. Proportion Share Mitigation Agreement

RECOMMENDATION: If the Commission approves Resolution 2025-022 granting major site plan approval for of the Urick/Wilder Multi-Family Project, then recommend the Commission move to Approve Resolution 2025-030

ACTION: Approve or Deny Resolution 2025-030

RESOLUTION 2025-030

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PROPORTIONATE SHARE MITIGATION AGREEMENT FOR THE PROJECT URICK AND WILDER ST. MULTIFAMILY RESIDENTIAL SCHOOL CONCURRENCY CASE #2024-29; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Catalyst Design Group as applicant on behalf of Birch Enterprises, LLC, Owner, filed an application for Major Site Plan Approval to allow for construction of a multi-family apartment complex with a clubhouse, associated parking and stormwater on real property located south on Urick Street and east of Wilder Street, Fruitland Park, Florida; and

WHEREAS, based on the current adopted level of service standards of the Concurrency Service Area in which the property is located the School Board has determined the anticipated deficit created by the project is ten high school student stations; and

WHEREAS, approval of a final site plan without requiring mitigation of the deficit will either create or worsen school overcrowding, therefore, the developer of the project has agreed to pay the School Board the cost to mitigate the capacity deficit which is \$429,170.00; and

WHEREAS, the City Commission finds that the Proportionate Share Mitigation Agreement satisfies school concurrency for purposes of approving a final site plan for the project.

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

Section 1. Proportionate Share Mitigation Agreement.

Approval of the Proportionate Share Mitigation Agreement, a copy of which is attached hereto, is **GRANTED**.

Section 2. Execution of Agreement.

The City Commission authorizes the Mayor to execute the Proportionate Share Mitigation Agreement

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

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

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

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

Return to:

Lake County Schools – Growth Planning Dept.
220 N. Central Ave.
Umatilla, FL 32784

Property Alternate Key Number: 1520690

PROPORTIONATE SHARE MITIGATION AGREEMENT

Project Name: Urick and Wilder St. Multifamily Residential School Concurrency Case# 2024-29

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT is entered into by and between the School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (“**School Board**”), ECG Florida 2023 III, LP, a Florida Limited Partnership, whose mailing address is 1030 16th Avenue South, Suite 500, Nashville, TN 37212 (“**Contract Purchaser**”), the City of Fruitland Park, a Florida municipal corporation, whose address is 506 W. Berckman St. Fruitland Park, FL 34731 (“**Local Government**”), and Birch Enterprises, LLC, a Florida limited liability company (“**Property Owner**”). School Board, Contract Purchaser, Local Government and Property Owner may also be referred to herein each as a “**Party**”.

WHEREAS, the School Board, the municipalities located within Lake County, Florida, and the Board of County Commissioners of Lake County, Florida (“**County**”) entered into that certain First Amended Interlocal Agreement for School Facilities Planning and Siting recorded June 23, 2008 in Official Records Book 3644, Page 1, in the public records of Lake County, Florida (the “**Interlocal Agreement**”).

WHEREAS, pursuant to Section 5 of the Interlocal Agreement an application for a subdivision, site plan, or plat for residential dwelling units that will generate students in a Concurrency Service Area in which there is insufficient School Capacity to accommodate the anticipated students must enter into a Proportionate Share Mitigation Agreement to mitigate the school overcrowding attributable to the anticipated students, all as specified in the Interlocal Agreement.

WHEREAS, Property Owner is the fee simple owner of those certain tract(s) of land located in Fruitland Park, Florida, commonly identified by Alternate Key 1520690 and more particularly described on **Exhibit “A”** attached hereto and illustratively depicted on **Exhibit “B”** attached hereto (the “**Property**”).

WHEREAS, Property Owner and Contract Purchaser are parties to that Purchase and Sale Agreement dated October 23, 2023 (the “**PSA**”), a copy of which is attached hereto as **Exhibit “E”**, under which Contract Purchaser has agreed to purchase the Property from Property Owner, subject to the terms and conditions set forth in the PSA.

WHEREAS, Contract Purchaser has requested Local Government approval to allow development of one hundred and fifty (150) total multifamily dwelling units (the “**Total Units**”) on the Property (the “**Project**”), as depicted on the site plan attached hereto as **Exhibit “C”**.

WHEREAS, based on the current adopted Level of Service standards of the Concurrency Service Area in which the Property is currently located, School Board has determined existing school capacity is insufficient for the number of students anticipated to be generated by the Project.

WHEREAS, the School Board has determined the anticipated deficit created by the Project as of the date of School Board's capacity review is ten (10) high school students (the "**Capacity Deficit**").

WHEREAS, Local Government's approval of the final site plan or final plat without requiring mitigation of the Capacity Deficit will either create or worsen school overcrowding.

WHEREAS, the Contract Purchaser has agreed to enter into this Agreement to provide mitigation proportionate to the demand on Public School Facilities created by the actual development of the Project, and Property Owner has consented to the execution and recording of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, School Board, Contract Purchaser, Local Government, and Property Owner hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.
2. **Definitions.** Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.
3. **Term.** The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the "**Effective Date**") and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date (the "**Expiration Date**"). The term of this Agreement may be extended once for a period of six (6) months if (i) requested by Contract Purchaser by delivering a sworn affidavit to School Board, no later than thirty (30) days prior to the Expiration Date, that demonstrates Contract Purchaser good faith efforts to obtain all development approvals required to proceed with the Project, and (ii) School Board and Local Government agree to extend the term of this Agreement. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Contract Purchaser, School Board, and Local Government and recorded, at Contract Purchaser's sole expense, in the public records of Lake County, Florida.
4. **Mitigation Payment.** Contract Purchaser shall pay to School Board the cost to mitigate the Capacity Deficit as follows:
 - a. **Amount.** The proportionate share mitigation payment is Four Hundred Twenty-Nine Thousand and One Hundred Seventy and 00/100 Dollars (\$429, 170.00 USD) (the "**Mitigation Payment**"). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of Student Station (i.e. $10 \times \$42,917.00 = \$429,170.00$).
 - b. **Due Date.** The Mitigation Payment shall be made no more than 90 days after final development order is approved by Local Government for the Project (the "**Due Date**"). This provision shall survive the expiration of this Agreement.

In the event that the final development order approved by Local Government results in less than the proposed 150 residential multi-family dwelling units, then the estimated Proportionate Share Mitigation set forth above will be adjusted accordingly based on the final number of residential dwelling units (lots) approved for the Project by Local Government.

- c. **Delivery Instructions.** Contract Purchaser shall deliver the Mitigation Payment with the completed payment form, a copy of which is attached hereto as **Exhibit "D"**, to the School Board's Growth Planning Department at 220 North Central Avenue, Umatilla, FL 32784.

5. **Mitigation Payment Credit.** The Mitigation Payment shall be credited against the total educational impact fees due for the Project. Contract Purchaser shall remain obligated for payment of all remaining educational impact fees due after application of the Mitigation Payment credit in accordance with the Lake County Impact Fee Ordinance. Notwithstanding anything contained herein to the contrary, Contract Purchaser shall not be entitled to a credit for the Mitigation Payment unless and until such payment is actually made and delivered to the School Board. The School Board will notify all applicable local governments once the Mitigation Payment is received by the School Board.

6. **Termination.** This Agreement shall be terminated at the School Board's option if (a) Local Government does not issue final development approval for the Project prior to the Expiration Date of this Agreement, or (b) Contract Purchaser fails to fully pay the Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days. With respect to clauses (a) and (b) of the preceding sentence (collectively, the "Termination Conditions"), prior to exercising the termination right set forth herein, the School Board shall provide written notice of its election to terminate this Agreement as a result of the failure of the foregoing Termination Conditions, and provide Contract Purchaser with the reasonable opportunity to cure the same for a period of not less than thirty (30) days, following which, and provided that the Termination Conditions remain unsatisfied, the School Board may terminate this Agreement upon written notice to Contract Purchaser. The parties shall mutually terminate this Agreement in the event that the PSA terminates for any reason prior to Contract Purchaser's closing and acquisition of the Property. Contract Purchaser shall promptly deliver written notice of any termination of the PSA to School Board and Local Government.

7. **Effect of Termination.** If this Agreement is terminated, then, except as otherwise provided for herein, Contract Purchaser, Property Owner and School Board shall have no further duties or obligations hereunder and Contract Purchaser shall (a) forfeit all administrative or application fees paid to School Board, (b) forfeit the current school concurrency reservation associated with the Project, (c) cease all construction activities associated with the Project, and (d) re-apply for any future school concurrency reservation associated with the Project.

8. **Acknowledgements.** Property Owner, Contract Purchaser, School Board, and Local Government each hereby acknowledge and agree that (a) this Agreement constitutes a legally binding commitment, pursuant to Section 163.3180, Florida Statutes, to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the Project, (b) this Agreement does not constitute, and shall not be construed as, a development permit, development agreement, development order, or any other instrument or governmental act permitting the development of the Property, and (c) development of the Property and the Project is and shall remain subject to all land development rules, regulations, and approvals of Local Government and all other governmental bodies, agencies, or authorities having jurisdiction over development of the Property or the Project.

9. **Assignability.** This Agreement shall run with the land and be binding on and shall inure to the benefit of Contract Purchaser, Property Owner, School Board, Local Government, and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, Contract Purchaser may assign its rights or obligations contained herein to a successor to the Property upon the execution of a written instrument memorializing the same, provided that the parties shall provide timely notice of any such assignment to the School Board. Any such assignment shall be evidenced by an instrument signed by Contract Purchaser, accepted by Contract Purchaser's assignee, and thereafter recorded, at Contract Purchaser's sole expense, in the public records of Lake County, Florida.

10. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given if delivered by hand, sent by United States registered or certified mail (return receipt requested), sent by recognized overnight courier, or sent by email addressed as follows:

If to School Board: School Board of Lake County
Attn: Superintendent of Schools
201 West Burleigh Blvd.
Tavares, FL 32778
Email contact – croneyh@lake.k12.fl.us

If to Local Government: City of Fruitland Park
Attn: City Manager
506 West Berckman Street
Fruitland Park, FL 34731

If to Contract Purchaser: ECG Florida 2023 III, LP
Attn: Reed Ellis
1030 16th Avenue South, Suite 500
Nashville, TN 37212

With copy to: Reno & Cavanaugh, PLLC
424 Church Street, Suite 2910
Nashville, Tennessee 37219
Attention: Dwayne Barrett
Email: dbarrett@renocavanaugh.com

And

Catalyst Design Group
Attn: Jake Pretzell
1085 West Morse Boulevard
Winter Park, FL 32789

If to Property Owner: Birch Enterprises, LLC
P.O. Box 7878
Gainesville, GA 30504

With copy to: Oldham & Delcamp PLLC
Attn: Gordon G. Oldham IV
4970 Park Blvd N.
Pinellas Park, FL 33781

Notices shall be deemed effective only if sent to each address listed for the intended recipient Party, or such other address as may be subsequently provided by that Party in writing. Notices personally delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt. Notices sent by e-mail shall be deemed sent upon transmission if sent to the recipient Party's e-mail address shown above and the e-mail message is not returned to the sender as being undeliverable.

11. **Incorporation.** All exhibits attached hereto are fully incorporated herein and made a part hereof.

12. **Recording of this Agreement.** Contract Purchaser shall submit this Agreement to the Lake County Clerk of Court for recording, at Contract Purchaser's sole expense, in the public records of Lake County, Florida, within ten (10) days after full execution by all of Contract Purchaser, School Board, Local Government, and Property Owner. Failure to timely submit this Agreement for recording shall render it null and void.

13. **Recording Notice of Satisfaction or Termination.** Within thirty (30) days after receiving the final Mitigation Payment, School Board, at School Board's sole expense, shall record a notice of satisfaction, which references the recording information of this Agreement and acknowledges receipt of the Mitigation Payment, in the public records of Lake County, Florida.

14. **Property Owner Consent and Indemnification.** Property Owner joins in this Agreement and consents to its recording solely as an accommodation to Contract Purchaser. Property Owner shall have no responsibility to pay any sum or do any other thing under this Agreement. Contract Purchaser shall indemnify and hold harmless Property Owner against any and all costs, expenses, claims, damages, and liability of any kind arising from or related to this Agreement. Upon the occurrence of Contract Purchaser's closing and acquisition of the Property, Property Owner shall be automatically and irrevocably released from all obligations, liabilities, and rights under this Agreement. The remaining parties shall execute any necessary documentation to acknowledge such removal, and Property Owner shall have no further duties or entitlements arising under this Agreement from the effective date of such removal.

15. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between and among Property Owner, Contract Purchaser, School Board, and Local Government, and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them, related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.

16. **Construction.** This Agreement shall be construed as if Property Owner, Contract Purchaser, School Board, and Local Government jointly prepared this Agreement, and any uncertainty or ambiguity shall not be construed against any one Party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

17. **Modification; Waiver.** This Agreement may not be modified or amended, nor shall any provision of this Agreement be waived except in writing signed by Property Owner, Contract Purchaser, School Board, and Local Government or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Property Owner, Contract Purchaser, School Board, and Local Government or their respective agents acting under express written authority to do so.

18. **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute a single agreement. An electronic or facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

19. **Severability.** If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined or declared to be invalid or unenforceable by a court of competent jurisdiction, then the validity and enforceability of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination or declaration and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.

20. **Governing Law.** The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Agreement. Property Owner, Contract Purchaser, School Board, and Local Government each hereby agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the courts serving Lake County, Florida and Property Owner, Contract Purchaser, School Board, and Local Government hereby waive any challenge to personal jurisdiction or venue in such courts.

21. **Prevailing Party Attorney's Fees.** If Property Owner, Contract Purchaser, School Board, or Local Government brings a legal action or proceeding arising out of or relating to this Agreement or because of an alleged dispute, breach, default, or misrepresentation hereof or for a declaration of the rights and obligations in connection with this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which the prevailing Party may otherwise be entitled.

22. **Change in Circumstances.** If, prior to the Due Date, the Total Units or any other part of the Project is altered or amended in a manner that increases the Capacity Deficit, then Contract Purchaser shall submit a separate application for such increase, which shall be subject to a separate review for school concurrency purposes.

23. **Time of the Essence.** Time is of the essence as to all due dates, deadlines, and time periods set forth herein.

24. **Authority.** Each person signing below represents and warrants they possess full authority to enter into this Agreement and to lawfully and effectively bind the entity they purport to represent.

Remainder of page left blank intentionally

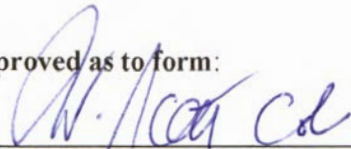
IN WITNESS WHEREOF, Contract Purchaser, Property Owner, School Board, and Local Government have executed this Agreement as of the dates set forth below.

The School Board of Lake County, Florida

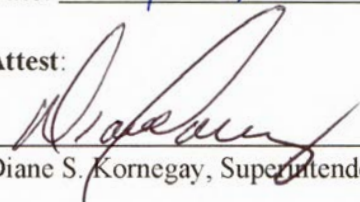
By: 
Board Chair

Date: 4/28/25

Approved as to form:


School Board Attorney

Attest:


Diane S. Kornegay, Superintendent

City of Fruitland Park, Florida

By: _____
Chris Cheshire, Mayor

Date: _____

Approved as to form:

City Attorney

Attest:

City Clerk

"Contract Purchaser"

Signed, sealed and delivered in the presence of: <u>[Signature]</u> Print Name: <u>Benjamin Sensing</u> <u>[Signature]</u> Print Name: <u>Mary Sue Baehus</u>	ECG Florida 2023 III, LP A Florida Limited Partnership By: ECG Florida 2023 GP III, LLC, a Tennessee limited liability company, its General Partner By: <u>[Signature]</u> C. Hunter Nelson, Managing Member This <u>4</u> day of <u>April</u> , 2025.
--	--

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, Caroline Adkins, a Notary Public of said County and State, personally appeared C. Hunter Nelson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Member of ECG Florida 2023 III GP, LLC, a Tennessee limited liability company, the General Partner of ECG Florida 2023 III, LP, the within named bargainer, a Florida limited partnership, and that he as such Managing Member executed the foregoing instrument for the purposes therein contained, by signing the name of ECG Florida 2023 III GP, LLC, in its capacity as General Partner of the limited partnership, and on its behalf, by himself as Managing Member of said General Partner.

Witness my hand and seal, at Office in aforesaid county and state this 4 day of April, 2025.

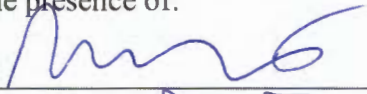
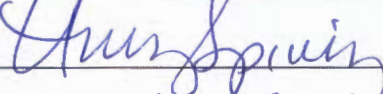
[Signature]

Notary Public

My Commission Expires: 9-5-28



"Property Owner"

Signed, sealed and delivered in the presence of: 	BIRCH ENTERPRISES, LLC A Florida Limited Liability Company By: 
Print Name: <u>Don Tatro</u>	Name: <u>David M. Lennon</u>
	Its: <u>J.P.</u>
Print Name: <u>Amy Spivey</u>	This <u>1st</u> day of <u>April</u> , 2025.

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of April, 2025, by David M. Lennon of **Birch Enterprises, LLC**, on behalf of such company. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.

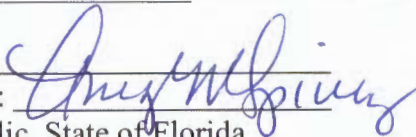

Print Name: _____
Notary Public, State of Florida
Commission No.: HH 108368
My commission expires: June 30, 2025

Exhibit A – Legal Description

The West 466.70 feet of Block 45, TOWN OF FRUITLAND PARK, according to the plat thereof as recorded in Plat Book 3, Page 8, Public Records of Lake County, Florida.

Subject to easements, restrictions and reservations of record, if any, but this instrument shall not operate to reimpose the same.

Exhibit B – Location Map



1. SEE SHEET C2.0 FOR SITE NOTES.
2. ALL WORK PERTAINING TO FIRE AND LIFE SAFETY SHALL BE IN COMPLIANCE WITH THE FPCC 7TH EDITION 2020

CONSTRUCTION DOCUMENTS

URICK FLATS

FRUITLAND PARK, FL



1085 W MORSE BLVD, WINTER PARK, FL 32789
(689) 219-8900 | WWW.CATALYST-DG.COM
JAKE PRETZEL, PE 95544
BORIS WONG, PLA LA6667315
Florida Firm Registration No. 33093

5.0

Exhibit D – Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2024-29
Project Title:	Urick and Wilder St Fruitland Park Multifamily
Local Jurisdiction:	City of Fruitland Park
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1520690
Permit Type: (Plat, preliminary plat or final site plan, final subdivision plan, etc)	final site plan
Section 2	Applicant Information (to be completed by Applicant for each payment)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title: (as it appears on the document)	Urick and Wilder St Fruitland Park Multifamily
Total Units:	150
Unit Type: SF, MF, MH	Multi Family
Section 4	Payment Information
Payment Amount:	\$
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$



Instructions
Complete form and return with payment to: Lake County Schools Growth Planning Department 220 North Central Avenue Umatilla, FL 32784 For more information contact Heather Croney, Growth Planning Department at 352-253-6696 or by email at croneyh@lake.k12.fl.us

Exhibit E – PSA

[Attached]

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") made and entered into as of the Effective Date (as hereinafter defined), by and between **BIRCH ENTERPRISES, LLC**, a Florida limited liability company (the "Seller") and **ECG ACQUISITIONS, LLC**, a Tennessee limited liability company (the "Purchaser").

WHEREAS, Seller is the owner of approximately 10.43 acres of unimproved real property located in Lake County, Florida, at Urick St., Fruitland Park, FL 34731 and bearing Parcel ID No. **091924040004500002** (the "Property") as more particularly described on Exhibit "A":

AND WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property upon the terms, covenants and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, the payment of the Earnest Money hereinafter specified, and other good and valuable consideration, the parties hereto agree as follows:

1. **Sale of Property.** Seller hereby agrees to sell and convey, and Purchaser agrees to purchase, all of Seller's right, title and interest to the Property together with all improvements therein and thereon and all tenements, hereditaments, easements, appurtenances, rights, privileges and immunities belonging or related thereto.
2. **Purchase Price.** The purchase price payable for the Property is One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00) (the "Purchase Price"). The Purchase Price shall be paid by the Purchaser in all cash at the Closing described in Paragraph 4 below.
3. **Earnest Money.** Within five (5) business days of the Effective Date of this Agreement Purchaser shall deliver to Stearns Weaver Miller Weissler Alhadeff and Sitterson, P.A., whose offices are located at 150 West Flagler Street, Suite 2200, Miami, FL, 33130 (the "Escrow Agent"), in part payment of the Purchase Price, an earnest money deposit in the amount of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) (the "Earnest Money"). During the Inspection Period, as hereinafter defined, the entire amount of the Earnest Money shall be fully refundable to Purchaser upon Purchaser's exercise of its right to terminate this Agreement. From and after the expiration of the Inspection Period, provided Purchaser has not terminated this agreement, the Earnest Money shall be considered non-refundable except in the event that (i) Seller defaults under the terms of this Agreement, (ii) as provided in Section 13 , or (iii) Seller does not cure a title defect prior to or at Closing, as provided in Section 7(b).
4. **Closing.** The closing of the purchase and the delivery of the title to and possession of the Property to Purchaser (the "Closing") shall occur in escrow through Escrow Agent on or before that date which is ninety (90) days following the expiration of the Inspection Period (the "Closing Date"). Purchaser may extend the Closing Date for two (2) successive periods of thirty (30) days each by delivering to Seller written notice of its

exercise of such extension prior to the then-scheduled Closing Date, and delivering to Escrow Agent an additional Twenty-Five Thousand Dollars (\$25,000.00) (the "Closing Extension Deposits") for each such extension. The Closing Extension Deposits shall be applied as a credit against the Purchase Price at Closing and shall be non-refundable to Purchaser except in the event of (i) default by Seller, (ii) as provided in Section 13, or (iii) Seller does not cure a title defect prior to or at Closing, as provided in Section 7(b).

5. Inspection Period.

(a) Inspection Period. Purchaser shall have until ninety (90) days after the Effective Date to conduct a due diligence investigation (the "Inspection Period"). Within ten (10) days of the Effective Date, Seller shall provide to Purchaser copies of all contracts, leases (if applicable), tax statements, engineering reports and studies, environmental reports, surveys, zoning approvals, utility letters, and other financial reports, and all other plans, reports or studies of any nature whatsoever regarding the Property which are in the custody of or control of the Seller. Except as provided in Paragraph 7, any due diligence materials delivered in connection herewith are provided without any representation or warranty by Seller as to the completeness or accuracy thereof. Notwithstanding anything in this Agreement to the contrary, if Purchaser determines, for any reason or no reason, in Purchaser's sole discretion, that the Property is not acceptable to Purchaser, Purchaser may terminate this Agreement upon written notice to Seller at any time prior to the expiration of the Inspection Period, in which event the Earnest Money shall be promptly refunded to Purchaser, subject to the provisions of Section 3, above. As additional consideration for the right to terminate granted herein, Purchaser agrees that, in the event Purchaser so terminates this Agreement, then, upon Seller's written request within ten (10) days after such termination, Purchaser shall promptly deliver to Seller, without representation or warranty of any kind, copies of all third-party created and non-proprietary studies, reports, surveys and due diligence materials obtained by Purchaser in connection with its examination and inspection of the Property (but not to include any internally generated reports, proformas, projections, construction plans or drawings, or other proprietary materials).

(b) Access. During the period occurring between the Effective Date and the Closing Date, Purchaser and its agents shall have the right to conduct investigations and studies upon the Property and to enter upon the Property upon reasonable notice and subject to the rights of tenants thereon (if applicable) for such purposes ("Purchaser Studies"); provided, however that if Purchaser desires to perform invasive testing of the Property, it shall first obtain the prior written approval of Seller, which approval shall not be unreasonably withheld. Purchaser agrees that all inspections and investigations of the Property by Purchaser shall be performed in compliance with all applicable laws. Purchaser shall indemnify and hold harmless Seller from and against all loss and expense paid or incurred by Seller if, and to the extent, the same result from or arise out of or in connection with Purchaser Studies, or any actions incident thereto, including any liens or other encumbrances filed against the Property in connection with any work performed as part of Purchaser's Studies. Purchaser shall restore any damage to the Property caused by Purchaser or its agents or contractors as soon as practicable thereafter. Notwithstanding

any contrary provisions contained in this Agreement, in no event shall Purchaser be liable for any diminution in value of the Property resulting from its discovery of any pre-existing condition or circumstances affecting the Property.

(c) Entitlements. Seller shall cooperate with all reasonable requests of Purchaser in connection with Purchaser's pursuit of all zoning and land use approvals and other entitlements from applicable governmental authorities in connection with Purchaser's proposed development on the Property, including without limitation the execution and recording of plats of subdivision.

6. Expenses.

(a) Prorations at Closing. All items of income and expense related to the Property shall be apportioned and prorated by Escrow Agent as between the Seller and the Purchaser to the date of Closing and assumed by Purchaser.

(b) Closing Costs.

(i) Seller shall pay the following costs and expenses in connection with the Closing: Seller's costs of document preparation and attorney's fees; all documentary stamp taxes due on the recording of the Deed; and all recording costs and transfer taxes charged by the office recording any releases to be recorded for any mortgages, deeds of trust, or other liens recorded against the Property;

(ii) Purchaser shall pay the following costs and expenses in connection with the Closing: title search and examination fees; Purchaser's costs associated with its due diligence of the Property, including the cost of the Survey; the premium costs payable for the owner's policy of title insurance in an amount equal to the Purchase Price from the Title Company; all recording costs charged by the office recording any mortgage or deed of trust securing Purchaser's financing, and any other documents to be recorded relating to the transfer of the property or Purchaser's financing, if any; and Purchaser's costs of document preparation and attorney's fees.

(c) Real Estate Taxes. Real estate taxes for the year of Closing shall be apportioned and prorated by Escrow Agent as between the Seller and the Purchaser to the date of Closing and payment thereof assumed by Purchaser. If the amount of the said property taxes is not yet known, they shall be apportioned based upon the assessment and rate for the previous year and when the actual real estate taxes for the year of Closing are actually known, then there shall be a readjustment and such obligation between the parties to re-prorate shall survive Closing. Seller shall be responsible for any rollback or other deferred taxes affecting the Property.

7. Title to be Conveyed.

(a) Title to the Property shall be conveyed by special warranty deed conveying good and marketable title, free of all interests, liens, and encumbrances, except (i) current real estate taxes which are a lien but not yet payable; and (ii) any Permitted Exceptions (as defined below).

(b) During the Inspection Period, Purchaser shall have the right to review (i) a title insurance commitment (the "Title Commitment") prepared by Escrow Agent as agent for Fidelity National Title Insurance Company (the "Title Company") covering the Property (together with legible copies of underlying exceptions documents) and (ii) an ALTA/NSPS land title survey of the Property (the "Survey"). The Survey shall be certified to Purchaser, Seller, the Title Company, and any other parties specified by Purchaser, and the legal description in the Deed shall be identical to the legal description of the Property shown on the Survey. No later than the expiration of the Inspection Period, Purchaser may notify Seller of any objections it has to the Title Commitment and the Survey. If Seller does not cure such objections, then Purchaser may, at its election, prior to Closing and within 30 days after the later of (i) receipt of Seller's notice to Purchaser of Seller's election not to cure said objections or (ii) Seller's failure to cure any objections which Seller has an obligation to cure pursuant to this Section 7(b), either terminate its obligations under this Agreement and the Earnest Money shall be returned to Purchaser or Purchaser may elect to proceed with the Closing subject to such matters. Buyer shall have until the sooner of (i) Closing, or (ii) the later of 30 days from receipt of Seller's notice of its election not to cure the objections (in the case of objections which Seller has no obligation to cure) or failure to cure the objections (in the case of objections Seller has an obligation to cure) to make this election, failure of which shall be deemed Purchaser's election to proceed to close subject to such matters. If this transaction proceeds to close, the conveyance of the Property shall be subject to all items shown on the Title Commitment and the Survey to which Purchaser does not object or which Purchaser is deemed to have waived hereunder (the "Permitted Exceptions"). Except for the Seller's obligation to release, discharge or otherwise remove any new title matters affecting the Property after the effective date of the Title Commitment, and except for the Seller's obligation to cause the satisfaction and release of any mortgages, deeds of trust, or similar liens affecting the Property, and except for Seller's obligation to cure such title objections as Seller has agreed to cure in Seller's response to Purchaser's title objection letter, Seller shall have no obligation to cure any title defect. If Seller elects not to cure any title defect that Seller is not otherwise obligated to cure pursuant to the preceding sentence, Purchaser's sole remedy shall be to either waive the defect and proceed to close or terminate this Agreement within the time limits set forth above and receive a refund of the Earnest Money, pursuant.

8. **Seller's Representations, Warranties and Covenants.** Seller hereby represents, to the best of Seller's knowledge, warrants and covenants to Purchaser as follows, which shall be true as of the date of this Agreement and as of the Closing Date and shall survive Closing for a period of one (1) year:

(a) **Authority of Seller.** Seller has the right and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof.

(b) **Environmental Matters.** Seller has received no notice from any governmental body or agency of any violation or alleged violation of any applicable law with respect to any hazardous materials on, under or adjacent to the Property.

(c) **Management Agreements, Leases, and Service Contracts.** There are no existing leases, real estate management agreements, maintenance agreements, security contracts, service contracts, or other agreements affecting the Property that will affect the

Property or be binding on Purchaser after the Closing that cannot be terminated without premium or penalty on thirty (30) days notice. No parties are in possession of the Property or have the right to possession thereof under any verbal or written agreement.

(d) Condemnation. There are no condemnation or eminent domain proceedings pending against the Property, and Seller has received no written notice and has no knowledge of any such proposed condemnation or eminent domain proceeding.

(e) Litigation. There is no litigation pending against or involving the Property or Seller, and Seller has received no written notice of any threat of such litigation.

(f) No Known Violations. Seller has received no notices of a violation relating to the Property of any law, rule, regulation, ordinance or other requirement from any governmental or regulatory authority. Seller has no knowledge of any uncured violations of federal, state or municipal laws, ordinances, orders, regulations or requirements affecting any portion of the Property. Seller shall give to Purchaser prompt notice of the institution of any such matter or proceeding prior to Closing, including, without limitation, any environmental or land use law, rule, ordinance or regulation applicable to the Property.

(g) Operation of the Property. Between the Effective Date and the Closing, Seller shall not, without the prior written consent of Purchaser, (i) enter into any leases or tenancies with respect to the Property, (ii) enter into any service or maintenance agreements that are not terminable without premium or penalty upon thirty (30) days written notice, (iii) modify or release any warranties or guaranties with respect to the Property, or (iv) grant any encumbrances on the Property or contract for any construction or service for the Property which may impose any mechanics or materialmen's liens on the Property.

9. Delivery of Documents by Seller. At or before the Closing, Seller shall, at Seller's expense, execute, acknowledge and deliver to Purchaser, or its designated nominee or assigns, the following:

(a) A special warranty deed (the "Deed") in recordable form conveying good, fee simple and marketable title to the Property to Purchaser, subject only to the Permitted Exceptions.

(b) An assignment of all warranties, permits, licenses and intangible personal property;

(c) a certificate given under penalty of perjury and on a form approved under temporary regulations promulgated under Section 1445 of the Internal Revenue Code of 1986, as amended, that Seller is not a foreign person;

(d) possession of the Property free of the rights and claims of others;

(e) such other documents and papers that may be necessary to the consummation of the transaction described in this Agreement or may be reasonably requested by Purchaser or Purchaser's counsel; and

(f) An owner's affidavit regarding liens and leases in form reasonably satisfactory to the Title Company sufficient to permit the Title Company to issue its standard ALTA extended coverage policy of title insurance without exception for (i) unpaid laborers' and materialmen's liens resulting from expenses; (ii) parties in possession; (iii) unrecorded easements; and (iv) any matters arising during the "gap" between the date of the Title Commitment and Closing.

10. Delivery of Documents by Purchaser. At or before the Closing, Purchaser shall, at Purchaser's expense, execute, acknowledge and deliver to Seller, the following:

(a) Any documents reasonably requested by the Title Company; and

(b) The Purchase Price.

(c) An executed affidavit that confirms Purchaser's status under §692.201 F.S. and that Purchaser in compliance with the requirements set out in §692.202-205 F.S.

11. **Default and Remedies.**

(a) In the event of Seller's default at Closing hereunder, if such default is not cured by Seller within two (2) business days following written notice of default from Purchaser to Seller, Purchaser may elect to (i) terminate this Agreement and receive a refund of the Earnest Money, together with Purchaser's out of pocket costs and expenses incurred in connection with this Agreement and the Property, or (ii) Purchaser may elect to seek specific performance. In either event, such election shall constitute Purchaser's sole remedy for Seller's default at Closing hereunder.

(b) In the event of Purchaser's default at Closing hereunder, if such default is not cured by Purchaser within two (2) business days following written notice of default from Seller to Purchaser, Seller shall retain the Earnest Money as Seller's sole remedy (the parties having agreed that it would be difficult to calculate Seller's actual damages and that the Earnest Money represents a reasonable estimate of liquidated damages and having waived the lack of mutuality of remedies).

12. **Commission.** Both parties represent to each other that no brokers have been involved in this transaction other than Dan Tatro of Grizzard Commercial Real Estate Group ("Seller's Broker"). Seller shall be responsible to pay any commission due to Seller's Broker on the sale of the Property. Each party agrees to indemnify the other from any other claims for commissions or similar fees for brokers or others claiming through such party. The provisions of this Section 12 shall survive the Closing.

13. **Casualty or Condemnation.** If, prior to the Closing Date, any material portion of the Property is destroyed or damaged by casualty or taken or appropriated by eminent domain or similar proceedings, then Purchaser shall have the option to terminate this Agreement by giving written notice thereof to Seller within ten (10) days of Seller's written notice to Purchaser of such condemnation and Purchaser shall receive a refund of the Earnest Money and thereafter the parties shall have no further liability to one another. If Purchaser does not elect to terminate the Agreement, or if an immaterial portion of the Property is taken or destroyed, Seller shall assign and turn over to Purchaser the right to the

condemnation award and/or insurance proceeds and the parties shall proceed to close without abatement of the Purchase Price

14. **Notice.** In the event that notices are required for any reason under the terms of this Agreement, Notice shall be either mailed by United States Postal Service, return receipt requested, forwarded by overnight nationally recognized courier service, sent by email or facsimile to the respective parties, at the addresses below (or at such other address as such parties shall advise the other parties in writing), postage prepaid, and shall be deemed received when delivered to a national overnight delivery service for delivery the following day, upon hand delivery or refusal to accept delivery and in the case of facsimile or email transmission, upon the sending of the facsimile or email properly addressed:

Notice to the Seller shall be addressed to:

Birch Enterprises, LLC

P.O. Box 7878

Gainesville, GA. 30504

Email: dlennon67@gmail.com

With a copy to:

Oldham & Delcamp PLLC

4970 Park Blvd N.

Pinellas Park, FL 33781

Attention: Gordon G. Oldham IV

Email: gordon@oldhamdelcamp.com

Notice to the Purchaser shall be addressed to:

ECG Acquisitions, LLC

1030 16th Ave South, Suite 500

Nashville, TN 37212

Attention: John Shepard

Email: jshepard@elmingtoncapital.com

With a copy to:

Reno & Cavanaugh, PLLC

424 Church Street, Suite 2910

Nashville, Tennessee 37219

Attention: Dwayne Barrett

Email: dbarrett@renocavanaugh.com

15. **Counterparts/Telecopy.** This Agreement may be executed in one or more counter- parts, all of which when taken together shall constitute a single instrument; provided however, that this Agreement shall not be effective until signed by both Seller and Purchaser. Facsimile or other electronic signatures shall be deemed originals.

16. **Time of Essence.** Seller and Purchaser agree that time is of the essence with regard to this

Agreement. All time periods shall be computed in calendar days, unless expressly stated otherwise. If any date set forth for the performance of any obligation hereunder or for delivery of any instrument or notice shall be on a Saturday, Sunday or legal holiday, the compliance with such obligation or delivery shall be deemed acceptable on the next business day following same. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Florida for observance thereof. As used herein, the term "business day" means any day other than a Saturday, Sunday or legal holiday.

17. **Assignment.** Seller shall not assign this Agreement. Purchaser may assign this Agreement without the consent or permission of Seller but shall not be released from liability hereunder.
18. **Attorneys' Fees.** Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.
19. **Waiver of Jury Trial.** PURCHASER AND SELLER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT.
20. **Radon Gas Disclosure.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
21. **1031 Exchange.** Seller and Buyer hereby acknowledge that either party hereto may decide to effectuate an exchange of the Property pursuant to the Internal Revenue Code of 1986, as amended (the "Code"). Each party hereby agrees to reasonably cooperate with the other so as to effectuate a deferred exchange under the Code; provided, however, that such cooperating party will not be required, in connection with such exchange, to accept or be deemed to accept title to property for which the Property is to be exchanged, nor will such cooperating party be required to enter into contractual relationship with any party other than the other party hereto or its assignee hereunder in order to effectuate such exchange. Each party will cooperate with appropriate documentation with the other party's exchange intermediary, include but not limited to execution of assignment documents and certifications regarding the transfer; provided that such cooperating party will not be required to incur any additional obligations or liabilities in connection with or as a result of such documentation. Each party hereto hereby warrants and agrees to defend, hold harmless and indemnify the other party from any cost, liability or cause of action (other than the other party's own counsels' fees) arising in connection with such an exchange. The indemnity contained in this Section will Survive Closing of this Agreement.
22. **Escrow Agent.** The Escrow Agent shall be Stearns Weaver Miller Weissler Alhadeff and Sitterson, P.A. All amounts paid to Escrow Agent under this Agreement ("Earnest

Money”) shall be held in escrow upon the following terms and conditions:

- (a) The Earnest Money shall be held in Escrow Agent's IOTA Trust Account, and no interest shall accrue thereon in favor of Purchaser or Seller.
- (b) The parties hereto acknowledge that under the terms of the foregoing Section 5(a), Purchaser has the right to terminate this Agreement by written notice to Seller, delivered to Seller at any time prior to the expiration of the Inspection Period as defined therein, and to receive a refund of the Earnest Money upon such termination. The parties further acknowledge that under the terms of the foregoing Section 7(b), Purchaser has the right to terminate this Agreement (i) within 30 days of receipt of Seller's notice to Purchaser of Seller's election not to cure, by written notice to Seller and receive a refund of the Earnest Money in the event that Seller elects not to cure any title defect that Seller is not otherwise obligated to cure pursuant to Section 7(b), and (ii) within 30 days of Seller's failure to cure any title defect which Seller is obligated cure pursuant to Section 7(b). The parties further acknowledge that under the terms of the foregoing Section 13, Purchaser has the right to terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money in the event that any material portion of the Property is destroyed or damaged by casualty or taken or appropriated by eminent domain or similar proceedings. If Purchaser provides to Escrow Agent evidence satisfactory to Escrow Agent that Purchaser has exercised a right of termination as set forth in the foregoing Sections 5(a), 7(b), or 13, then Escrow Agent shall be and is hereby authorized and directed to disburse the Earnest Money to Purchaser, without the need for any consent or joinder or other instructions from Seller.
- (c) In the event the Closing occurs, the Earnest Money shall be applied to the Purchase Price.
- (d) Purchaser and Seller agree that Escrow Agent shall not be liable to any party for any reason except due to Escrow Agent's gross negligence or willful or wanton misconduct.
- (e) Escrow Agent shall comply with any specific terms contained in this Agreement with respect to disbursement of escrow funds.
- (f) In the event of any dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hand held under the terms of the Purchase Agreement or this Agreement, together with such legal pleadings as it deems appropriate, and thereupon Escrow Agent shall be discharged from any further obligation under this Agreement.

23. **Effective Date.** The “Effective Date” of this Agreement shall be the date upon which this Agreement is signed by the last of either Purchaser or Seller.

[SIGNATURE PAGE FOLLOWS]

24. **SELLER:**

BIRCH ENTERPRISES, LLC,
a Florida limited liability company,

By: 

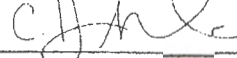
Name: David M. Lennon

Title: V.P.

Date: 10-23-23

PURCHASER:

ECG ACQUISITIONS, LLC,
a Tennessee limited liability company

By: 

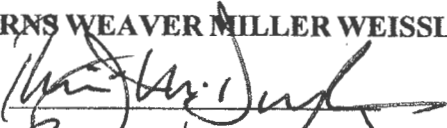
Name: C. Hunter Nelson

Title: Secretary

Date: 10/20/2023

25. **ESCROW AGENT:**

STEARNS WEAVER MILLER WEISSLER ALHADEFF AND SITTERSON, P.A.

By: 

Name: Brian J. McLaughlin

Its: Shareholder

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

This Assignment and Assumption of Purchase and Sale Agreement (this "Agreement") is entered into effective as of the date of the last signature affixed hereto (the "Assignment Effective Date"), by and between **ECG ACQUISITIONS, LLC**, a Tennessee limited liability company, hereinafter referred to as "Assignor", and **ECG FLORIDA 2023 III, LP**, a Florida limited partnership, hereinafter referred to as "Assignee".

WHEREAS, Assignor is a party to that certain Purchase and Sale Agreement, executed by Assignor as "Purchaser" and **BIRCH ENTERPRISES, LLC**, a Florida limited liability company, as "Seller", dated effective October 23, 2023, (the "Contract"), under which Seller agreed to sell and Purchaser agreed to purchase 10.43 acres of unimproved real property located in Lake County, Florida, at Urick St., Fruitland Park, FL 34731 and bearing Parcel ID No. **091924040004500002** (the "Property"); and

WHEREAS, Assignor desires to assign its interest in the Contract to Assignee, with Assignee assuming the rights to purchase the Property; and

WHEREAS, Assignee desires to assume all of Assignor's right, title, obligations and interest in, under, and to the Contract as "Purchaser"; and

WHEREAS, pursuant to Section 17 of the Contract, Assignor has the right to assign to Assignee all of Assignor's right, title, obligations and interest in, under, and to the Contract as "Purchaser" without the consent or permission of Seller.

NOW THEREFORE, in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment and Assumption of Contract.** Assignor does hereby assign, transfer and convey unto Assignee, and Assignee's successors and assigns, all of Assignor's rights, title, duties, obligations, and interests in, under, and to the Contract. Assignee hereby accepts the assignment of the Contract, and does hereby assume and undertake to abide by the Contract and all liabilities and obligations of Purchaser thereunder, including any indemnities, according to the terms and conditions thereof.
2. **Assignee Indemnification.** Assignee further agrees to hold Assignor harmless and to fully indemnify Assignor from and against any and all liability under the Contract as "Purchaser", and any and all claims, suits, payments, settlements, awards, damages, judgments, losses, expenses, court costs and attorneys' fees incurred by or assessed against Assignor in connection with the Contract.
3. **Assignor to Remain Fully Liable.** Notwithstanding anything to the contrary contained herein, Assignor shall remain fully liable for all obligations of "Purchaser" under the Contract.

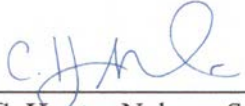
4. Except as specifically set forth in this Agreement the Contract remains unchanged and in full force and effect. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Contract. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument; provided however, that this Agreement shall not be effective until signed by both Assignor and Assignee. Facsimile or other electronic signatures shall be deemed originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Assignment Effective Date.

ASSIGNOR:

ECG ACQUISITIONS, LLC,
a Tennessee limited liability company

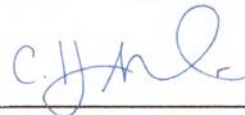
By: 
C. Hunter Nelson, Secretary

Date: 12/16/2023

ASSIGNEE:

ECG FLORIDA 2023 III, LP, a Florida limited partnership

By: ECG Florida 2023 III GP, LLC,
a Tennessee limited liability company

By: 
C. Hunter Nelson, Managing Member

Date: 12/16/2023

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This **FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this "Amendment") is entered into as of the Amendment Effective Date (as hereinafter defined), by and among **BIRCH ENTERPRISES, LLC**, a Florida limited liability company (the "Seller") and **ECG ACQUISITIONS, LLC**, a Tennessee limited liability company ("Purchaser").

RECITALS

WHEREAS, Seller and Purchaser previously entered into that certain Purchase and Sale Agreement, dated as of October 23, 2023 (the "Agreement"), regarding unimproved real property consisting of approximately 10.43 acres and located in Lake County, Florida, at Urick St., Fruitland Park, FL 34731 and bearing Parcel ID No. **091924040004500002** (the "Property"), as more particularly described in the Agreement.

WHEREAS, Seller and Purchaser desire to amend the Agreement subject to the terms and conditions described below.

WHEREAS, All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Purchaser agree as follows:

AGREEMENTS

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Closing.** Section 4 of the Agreement is hereby deleted in its entirety and replaced as follows:

"4. **Closing.** The closing of the purchase and delivery of the title to and possession of the Property to Purchaser (the "Closing") shall occur in escrow through Escrow Agent on or before the date which is ninety (90) days following the expiration of the Inspection Period (the "Closing Date"). Purchaser may extend the Closing Date for eleven (11) successive periods of thirty (30) days each by delivering to Seller written notice of its exercise of such extension prior to the then-scheduled Closing Date and delivering to the Seller an additional Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Closing Extension Deposits") for each such extension. Purchaser and Seller agree that the first seven (7) Closing Extension Deposits shall be applied as a credit against the Purchase Price at Closing and shall be non-refundable to Purchaser except in the event of (i) default by Seller, (ii) as provided in Section 13 Purchaser and Seller agree that the remaining four (4) Closing Extension Deposits following the seventh Closing Extension Deposit shall not be applied as a credit to the Purchase Price at Closing and shall be non-refundable to Purchaser except in the event of (i) default by Seller, (ii) as provided in Section 13

3. **Purchaser's Delivery of Documents.** Within seven (7) days of receipt, Purchaser at its expense shall deliver or cause to be delivered to Seller any reports, studies, surveys, concept plans, site plans or building plans of the Property.

4. **No Further Modification.** Except as modified by this Amendment, the Agreement is not otherwise amended, and the Agreement is hereby ratified and remains in full force and effect as amended by this Amendment. The terms and provisions of the Agreement as amended by this Amendment remain in full force and effect and are hereby ratified and confirmed.

5. **Counterparts.** This Amendment may be executed in multiple counterparts, and all such counterparts together shall be construed as one document.

6. **Telecopied/Electronic Mail Signatures.** A counterpart of this Amendment signed by one party to this Amendment and telecopied or sent by electronic mail to another party to this Amendment or its counsel (i) shall have the same effect as an original signed counterpart of this Amendment, and (ii) shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this Amendment.

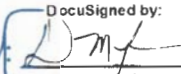
7. **Amendment Effective Date.** The "Amendment Effective Date" of this Amendment shall be the date upon which this Amendment is signed by the last of either the Purchaser or Seller.

[Remainder of page intentionally left blank; signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

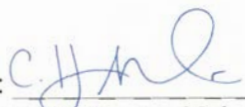
SELLER:

BIRCH ENTERPRISES, LLC,
a Florida limited liability company

DocuSigned by:
By: 
Name: **David M. Lennon**
Title: **Vice President**
Date: **3/28/2024**

PURCHASER:

ECG ACQUISITIONS, LLC,
a Tennessee limited liability company

By: 
Name: **C. Hunter Nelson**
Title: **Secretary**
Date: **4/1/2024**

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This **SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this "**Amendment**") is entered into as of the Amendment Effective Date (as hereinafter defined), by and among **BIRCH ENTERPRISES, LLC**, a Florida limited liability company (the "**Seller**") and **ECG ACQUISITIONS, LLC**, a Tennessee limited liability company ("**Purchaser**").

RECITALS

WHEREAS, Seller and Purchaser previously entered into that certain Purchase and Sale Agreement, dated as of October 23, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement, dated as of April 1, 2024 (the "**Agreement**"), regarding unimproved real property consisting of approximately 10.43 acres and located in Lake County, Florida, at Urick St., Fruitland Park, FL 34731 and bearing Parcel ID No. **091924040004500002** (the "**Property**"), as more particularly described in the Agreement.

WHEREAS, Seller and Purchaser desire to amend the Agreement subject to the terms and conditions described below.

WHEREAS, All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Purchaser agree as follows:

AGREEMENTS

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Additional Closing Extensions.** Purchaser may extend the Closing Date for four (4) additional, successive periods of thirty (30) days each (the "**Additional Closing Extensions**") by delivering to Seller written notice of its exercise of such extension prior to the then-scheduled Closing Date and delivering to the Seller an additional Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "**Additional Closing Extension Deposits**") for each such extension. Purchaser and Seller agree that the Additional Closing Extensions shall be in addition to Purchaser's two (2) remaining thirty (30)-day extensions of the Closing Date under the Agreement. Purchaser and Seller agree that the first two (2) Additional Closing Extension Deposits shall be applied as a credit against the Purchase Price at Closing and the remaining two (2) Additional Closing Extension Deposits shall not be applied as a credit against the Purchase Price at Closing, as outlined in the chart attached hereto as **Schedule 1** and made a part hereof. All Additional Closing Extension Deposits shall be non-refundable to Purchaser except in the event of (i) default by Seller or (ii) as provided in Section 13.

3. **No Further Modification.** Except as modified by this Amendment, the Agreement is not otherwise amended, and the Agreement is hereby ratified and remains in full force and effect as amended by this Amendment. The terms and provisions of the Agreement as amended by this Amendment remain in full force and effect and are hereby ratified and confirmed.

4. **Counterparts.** This Amendment may be executed in multiple counterparts, and all such counterparts together shall be construed as one document.

5. **Telecopied/Electronic Mail Signatures**. A counterpart of this Amendment signed by one party to this Amendment and telecopied or sent by electronic mail to another party to this Amendment or its counsel (i) shall have the same effect as an original signed counterpart of this Amendment, and (ii) shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this Amendment.

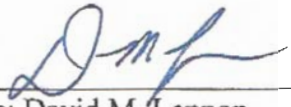
6. **Amendment Effective Date**. The "Amendment Effective Date" of this Amendment shall be the date upon which this Amendment is signed by the last of either the Purchaser or Seller.

[Remainder of page intentionally left blank; signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

SELLER:

BIRCH ENTERPRISES, LLC,
a Florida limited liability company

By: 
Name: David M. Lennon
Title: Vice President
Date: 1/6/25

PURCHASER:

ECG ACQUISITIONS, LLC,
a Tennessee limited liability company

By: 
Name: C. Hunter Nelson
Title: Secretary
Date: 1/6/2025

Schedule 1

Extension Deposit	Applicability to the Purchase Price at Closing
First (1 st) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Second (2 nd) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Third (3 rd) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Fourth (4 th) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Fifth (5 th) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Sixth (6 th) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Seventh (7 th) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Eighth (8 th) Closing Extension Deposit	Inapplicable to the Purchase Price at Closing
Ninth (9 th) Closing Extension Deposit	Inapplicable to the Purchase Price at Closing
Tenth (10 th) Closing Extension Deposit	Inapplicable to the Purchase Price at Closing
Eleventh (11 th) Closing Extension Deposit	Inapplicable to the Purchase Price at Closing
First (1 st) Additional Closing Extension Deposit	Applicable to the Purchase Price at Closing
Second (2 nd) Additional Closing Extension Deposit	Applicable to the Purchase Price at Closing
Third (3 rd) Additional Closing Extension Deposit	Inapplicable to the Purchase Price at Closing
Fourth (4 th) Additional Closing Extension Deposit	Inapplicable to the Purchase Price at Closing

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

ITEM TITLE: First Reading and Public Hearing Resolution 2025-041
Permanent Utility Easement for Ingress-Egress form Birch
Enterprises for the Urick Wilder Apartment Project

MEETING DATE: August 28, 2025

DATE SUBMITTED: August 15, 2025

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

BRIEF NARRATIVE: Applicant is seeking approval of a major site plan to
construct a multi-family apartment complex consisting of 150 units by way of Resolution 2025-
022/Urick & Wilder proposed development. A utility easement is required to be granted to allow
city access for maintenance/repair of the utility system.

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2025-041, sketch of description

RECOMMENDATION: Recommendation to consider approval of Resolution 2025-
041 if Resolution 2025-022 is approved for the major site
plan.

ACTION: Consider approval of Resolution 2025-041 if Resolution
2025-022 is approved.

RESOLUTION 2025-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A PERMANENT UTILITY AND INGRESS-EGRESS EASEMENT IN FAVOR OF THE CITY OF FRUITLAND PARK, FLORIDA FROM BIRCH ENTERPRISES, LLC FOR THE URICK WILDER APARTMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Catalyst Design Group as applicant on behalf of Birch Enterprises, LLC, Owner, filed an application for Major Site Plan Approval to allow for construction of a multi-family apartment complex with a clubhouse, associated parking and stormwater on real property located south on Urick Street and east of Wilder Street, Fruitland Park, Florida (the "Property");

WHEREAS, a utility easement is needed on the Property to locate the master meter for the Property, at a minimum ; and

WHEREAS, the Owner is willing to grant the City of Fruitland Park a utility easement that benefits the City, the Property and development of the project for which a major site plan has been received by the City; and

WHEREAS, the City Commission finds it to be in the public interest to accept the Permanent Utility and Ingress-Egress Easement from Birch Enterprises, LLC.

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

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Commission authorizes the Mayor to execute the Permanent Utility and Ingress-Egress Easement from Birch Enterprise LLC, a copy of which is attached hereto, to memorialize the City's acceptance of the easement.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

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

SEAL

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

CHRIS CHESHIRE, MAYOR

ATTEST:

Gwen Keough-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

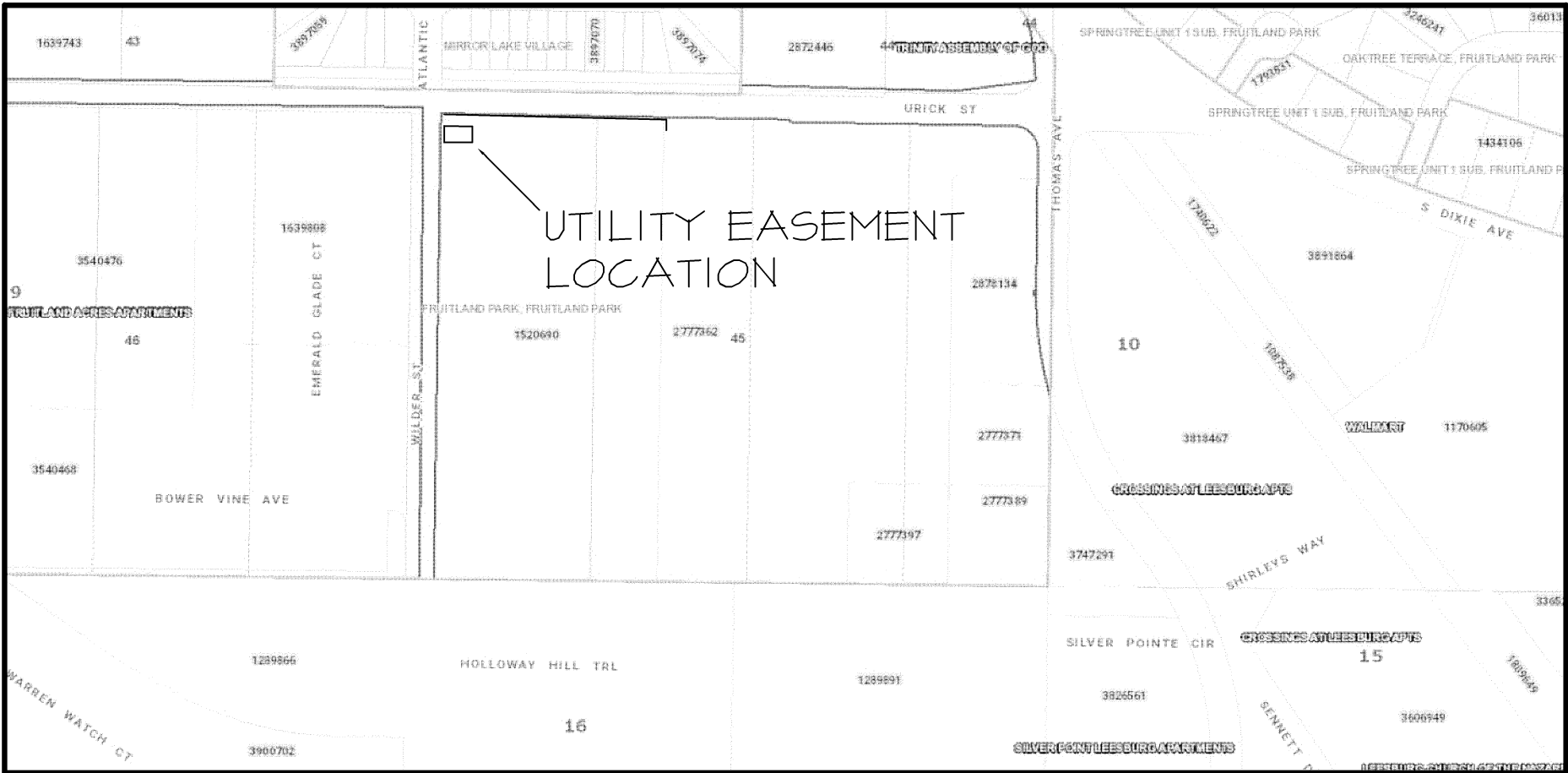
DRAWN BY: D.C.W.	DATE: 05/27/25
CHECKED BY: R.W.H./R.D.S.	DRAWING NO.: B-19843
SURVEY24\24-211-UTILITYEASEMENT FILE:	SHEET 1 OF 2

SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
LAKE COUNTY, FLORIDA
NOT A BOUNDARY SURVEY

DESCRIPTION: UTILITY EASEMENT (URICK STREET)

A UTILITY EASEMENT IN A PORTION OF THE WEST 466.70 FEET OF BLOCK 45 IN THE TOWN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 8, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING SITUATE IN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 45, IN THE TOWN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 8, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S. 00°27'25" W., ALONG THE WEST LINE OF SAID BLOCK 45, A DISTANCE OF 32.00 FEET TO A CUSP OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, DEPARTING FROM THE WEST LINE OF SAID BLOCK 45 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°13'38", AN ARC DISTANCE OF 24.97 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N. 29°08'44" E., 23.95 FEET, TO THE POINT OF BEGINNING OF THIS UTILITY EASEMENT; THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°41'52", AN ARC DISTANCE OF 14.27 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N. 29°08'44" E., 23.95 FEET, TO THE POINT OF TANGENCY, SAID POINT BEING 7.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 45 (WHEN MEASURED AT RIGHT ANGLES); THENCE S. 00°31'55" W., DEPARTING FROM SAID NORTH LINE OF BLOCK 45, A DISTANCE OF 10.72 FEET; THENCE N. 89°28'05" W., A DISTANCE OF 8.00 FEET; THENCE N. 00°31'55" E., A DISTANCE OF 1.94 FEET; THENCE N. 89°28'05" W., A DISTANCE OF 5.50 FEET; THENCE N. 00°31'55" E., 4.80 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
(NOT TO SCALE)

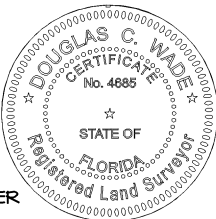
NOTES:

- 1) BEARINGS ARE BASED ON THE PLAT OF THE TOWN OF FRUITLAND PARK AND THE WEST LINE OF BLOCK 45, AS BEING S. 00°27'25" W., ASSUMED MERIDIAN.
- 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- 3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- 4) THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR SHOWN HEREON.
- 5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND DESCRIPTION.

SKETCH OF DESCRIPTION OF
UTILITY EASEMENT
certified to:
ECG FLORIDA 2023 III, LP
and
CITY OF FRUITLAND PARK

SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR SKETCH)

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4685



PHONE: (352)753-6511

FAX: (352)753-0374

WSI PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
LB-6514

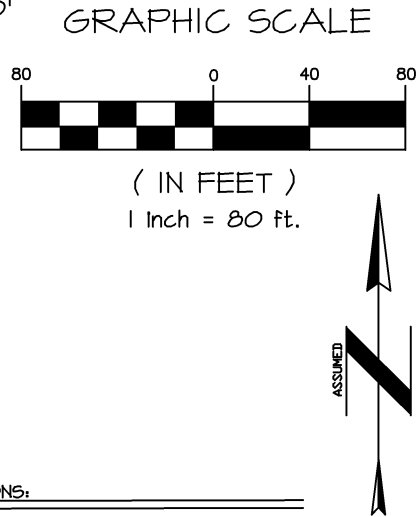
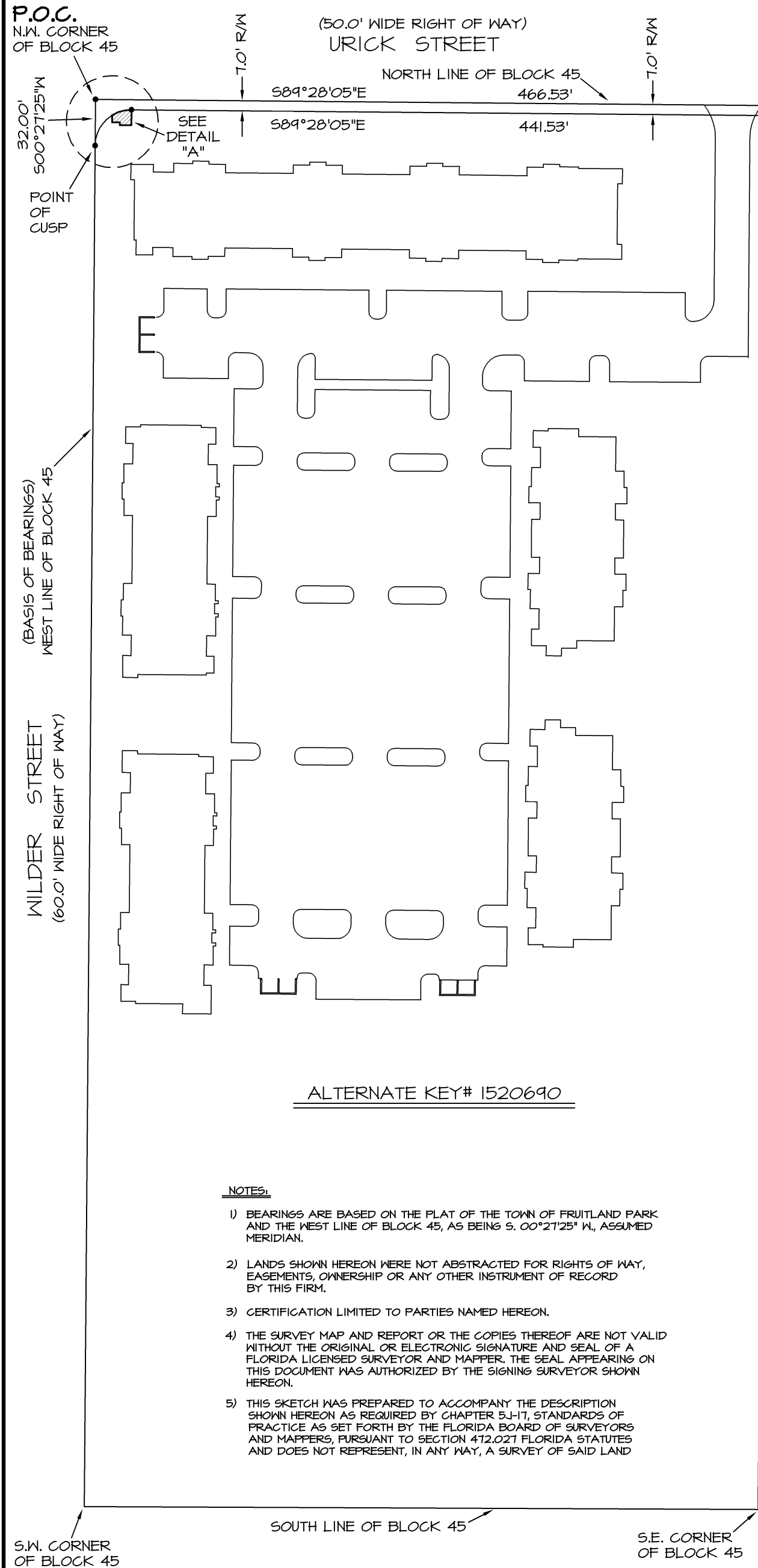
1608 TRACY AVENUE

LADY LAKE, FLORIDA 32159

DRAWN BY: D.C.W.	DATE: 05/27/25
CHECKED BY: R.W.H.	DRAWING NO.: B-19843
SURVEY24\24-211-UTILITYEASEMENT FILE:	SHEET 2 OF 2

SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

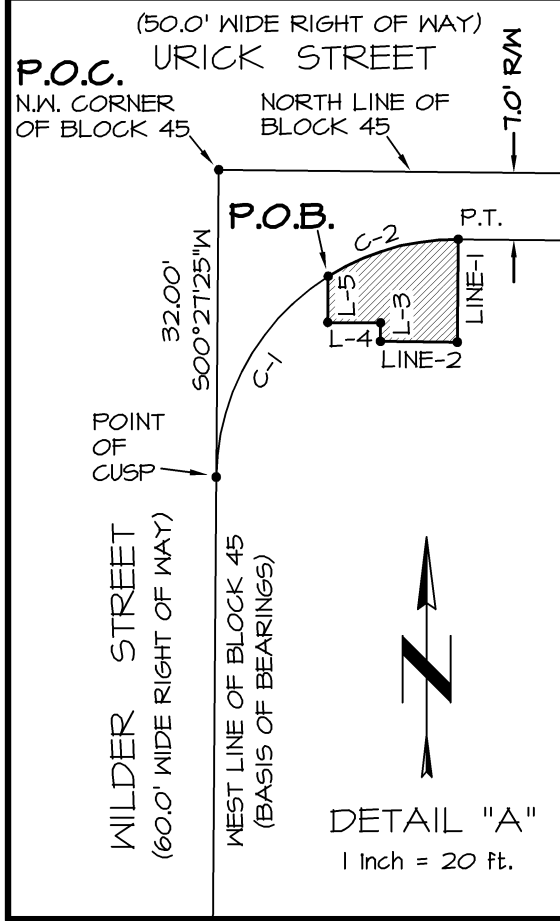


ABBREVIATIONS:

N = NORTH
S = SOUTH
E = EAST
W = WEST
LB = LICENSED BUSINESS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
P.T. = POINT OF TANGENCY

Δ = DELTA
R = RADIUS
L = LENGTH
C = CHORD
CB = CHORD BEARING

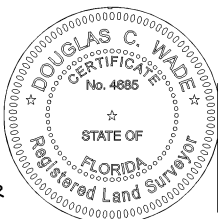
LINE-1 500°31'55"W 10.72'	LINE-2 N89°28'05"W 8.00'	LINE-3 NOO°31'55"E 1.94'
LINE-4 N89°28'05"W 5.50'	LINE-5 NOO°31'55"E 4.80'	
CURVE C-1 Δ=57°13'38" R=25.00' L=24.97' C=23.95' CB=N29°08'44"E	CURVE C-2 Δ=32°41'52" R=25.00' L=14.27' C=14.07' CB=N74°06'29"E	



SKETCH OF DESCRIPTION OF
UTILITY EASEMENT
certified to:
ECG FLORIDA 2023 III, LP
and
CITY OF FRUITLAND PARK

SHEET 2 OF 2 SHEETS
(SEE SHEET 1 OF 2 FOR DESCRIPTION)

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4685



PHONE: (352)753-6511

FAX: (352)753-0374

WSI PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
LB-6514

1608 TRACY AVENUE

LADY LAKE, FLORIDA 32159

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

ITEM TITLE: Second Reading and Public Hearing of Ordinance 2025-018 - Petition to Amend the Boundaries of the Enclave at Lake Geneva Community Development District (CDD), adding approximately 9.70 +/- acres to the overall development. The property is generally located south of Lake Ella Road, east of Taylor Mill Road, and west of U.S. Hwy 27/441; Petitioner: Kutak Rock LLP (authorized agents Tucker Mackie & Ryan Dugan) on behalf of the "District."

MEETING DATE:

DATE SUBMITTED: July 10, 2025

SUBMITTED BY: August 28, 2025

BRIEF NARRATIVE: City Attorney

A Petition to Establish the Enclave at Lake Geneva Community Development District (CDD) was previously approved by the city through Ordinance 2024-001. This application sought to establish a community development district for the Enclave at Lake Geneva submitted by Petitioner, Lake Saunders Groves Land LLC, as property lies within the City's municipal boundaries.

Pursuant to Chapter 190, and specifically Section 190.046(1), Florida Statutes, the District is petitioning to amend the Ordinance and extend the boundaries of the Enclave at Lake Geneva development boundaries from 135.4 +/- acres to an overall total of 145.10 +/- acres; reflecting an additional 9.70 +/- acres purchased to be added to the overall development.

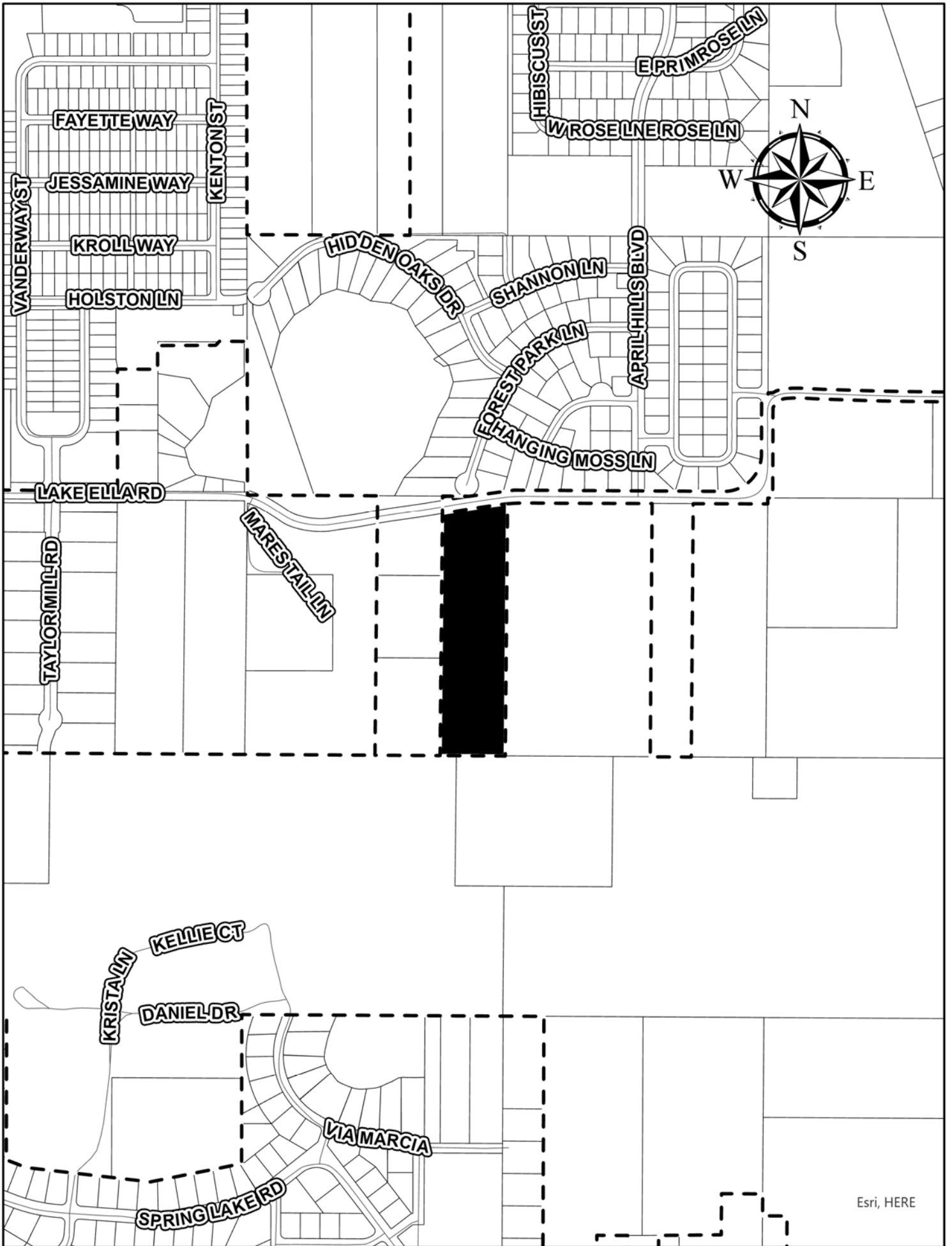
NOTE: The City will own and maintain the utilities; however, roads, drainage, landscape and lakes will be owned and maintained by the CDD. Amenities will also be owned and maintained by the CDD and landowner.

FUNDS BUDGETED: None

ATTACHMENTS: Proposed ordinance, exhibits and advertising affidavit attached

RECOMMENDATION: Approve Ordinance 2025-018.

ACTION TO BE TAKEN: Approve or deny Ordinance 2025-018.



BUSINESS NO. 32108

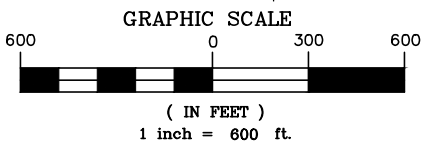
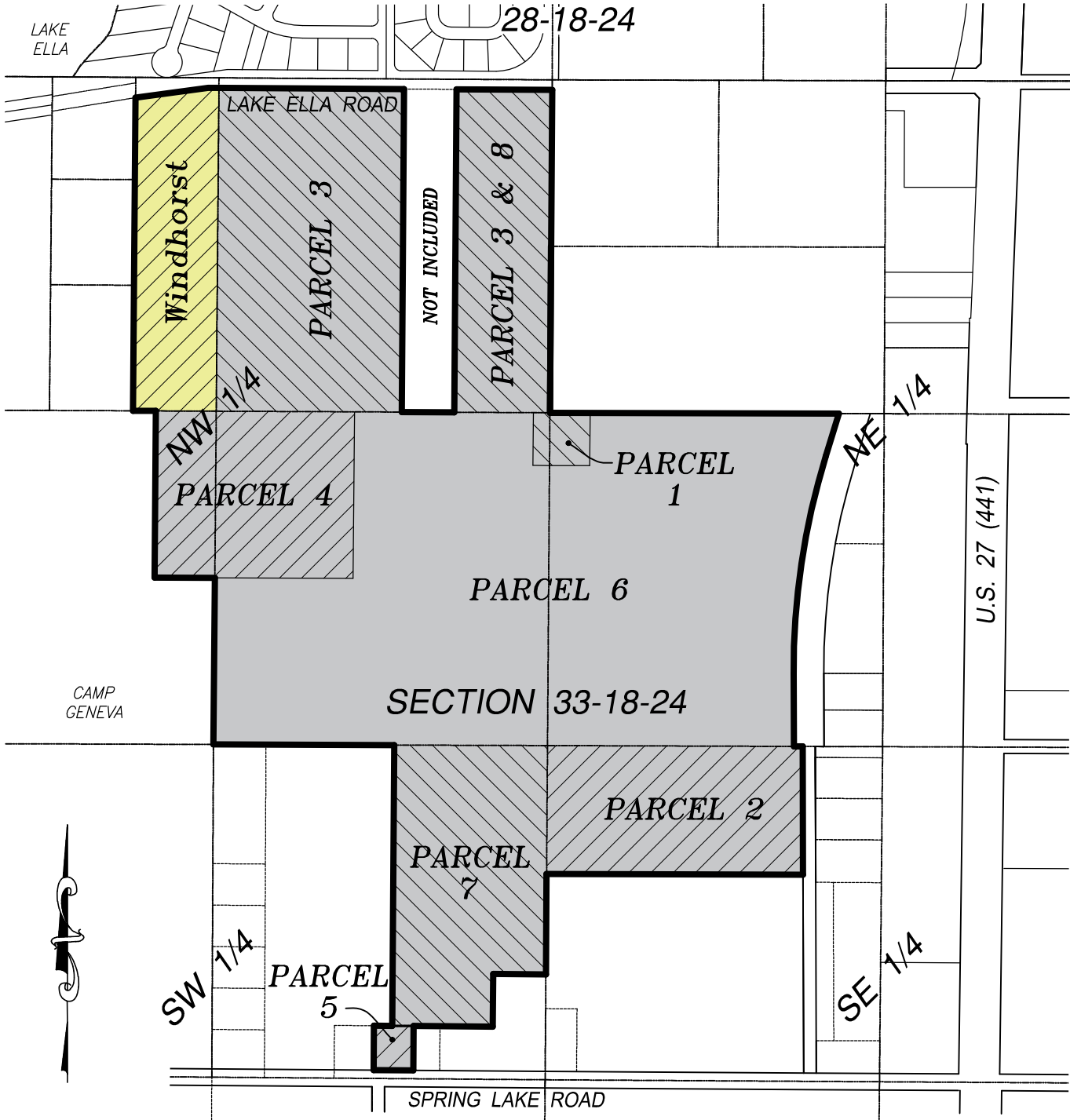


**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

1315 South International Parkway Suite 1101
Lake Mary, Florida 32746
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

EXHIBIT



145.10 Acres
ENCLAVE AT LAKE GENEVA
LAKE COUNTY, FLORIDA

REVISIONS	DATE	BY	DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
			4/09/25	BF	WW	N/A

D:\Fruitland Park Village at Lake Geneva\Legals\CDD-ENCLAVE AT LAKE GENEVA.dwg

SHEET 1 OF 1

PROJECT NO. A33

ORDINANCE 2025-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING ORDINANCE 2024-01; ADDING APPROXIMATELY 9.70 ACRES TO THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT BOUNDARIES, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE LEGAL DESCRIPTION OF THE REVISED EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes* ("**Act**"), the City Commission of the City of Fruitland Park, Florida ("**City**") enacted Ordinance No. 2024-01 ("**Establishment Ordinance**"), establishing the Enclave at Lake Geneva Community Development District ("**District**"); and

WHEREAS, in accordance with the Act, the District, by and through its Board of Supervisors, filed with the City a *Petition to Amend the Boundaries of Enclave at Lake Geneva Community Development District* ("**Petition for Expansion**") requesting to amend the Establishment Ordinance in order to add approximately 9.70 acres ("**Expansion Parcel**") to the boundaries of the District; and

WHEREAS, the District adopted Resolution No. 2025-36, dated January 10, 2025, in support of the Petition for Expansion; and

WHEREAS, Fruitland Park Development IV, LLC, a Florida limited liability company, is the sole owner of one hundred percent (100%) of the Expansion Parcel and has provided consent and joinder in support of the Petition for Expansion; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition for Expansion at a duly noticed public hearing conducted by the City, pursuant to Section 190.046(1)(b), *Florida Statutes*; and

WHEREAS, upon consideration of the record established at that hearing, the City has considered the record of the public hearing and the statutory factors set forth in Section 190.046(1)(b), *Florida Statutes*, in making its determination to grant or deny the Petition for Expansion; and

WHEREAS, the City has determined pursuant to the record of the public hearing, the information contained within the Petition for Expansion, and based on an investigation conducted by the City staff and otherwise being fully advised as to the facts and circumstances contained within the request of the District: that the statements within the Petition for Expansion are true and correct; that the amended District is not inconsistent with any applicable element

or portion of the state comprehensive plan or the City Comprehensive Plan; that the area of land within the amended District continues to be of sufficient size, sufficiently compact and sufficiently contiguous to be developable as one functionally interrelated community; that the amended District continues to be the best alternative available for delivering community development services and facilities to the area that will be served by the amended District; that the services and facilities of the amended District continue to be compatible with the capacity and uses of existing local and regional community development services and facilities; and that the area to be served by the amended District continues to be amenable to separate special-district governance; and

WHEREAS, pursuant to the information as stated above, the City finds that the conditions necessary to expand the District, as specified in Section 190.046(1)(b), *Florida Statutes*, have been satisfied and has therefore decided to grant the Petition for Expansion; and

WHEREAS, the amended District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described within **Exhibit A**.

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

SECTION 1. RECITALS. The above recitals are adopted as Findings of Fact in support of this Ordinance.

SECTION 2. AUTHORITY; AMENDMENT OF ESTABLISHMENT ORDINANCE. This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, and hereby amends the Establishment Ordinance.

SECTION 3. REVISED EXTERNAL BOUNDARIES OF THE DISTRICT. The District's Petition for Expansion is hereby granted. The external boundaries of the District are hereby amended to encompass approximately 145.10 acres, more or less, as described in **Exhibit A** attached hereto and incorporated herein.

SECTION 4. FUNCTIONS AND POWERS. The functions and powers of the District, as expanded, shall continue as before the adoption of this Ordinance and are described in Chapter 190, *Florida Statutes* and the Establishment Ordinance.

SECTION 5. SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 6. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7. CONFLICT. Any ordinance or part thereof, or any resolution, or part thereof, which is in conflict with this Ordinance or part hereof is hereby repealed to the extent of the conflict. All other terms and conditions of the Establishment Ordinance not amended hereby shall remain unchanged and in full force and effect.

SECTION 8. EFFECTIVE DATE. This ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Fruitland Park, Florida, held on the 10th day of July 2025.

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire
Mayor/Commissioner

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)

Passed First Reading _____
Passed Second Reading _____

CITY OF FRUITLAND PARK CERTICATION

STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____
2025, by _____, Mayor, and _____, City Clerk, who are personally known to me.

Notary Public – State of Florida
My Commission Expires: _____
Notary Serial Number: _____

CITY ATTORNEY’S OFFICE

This document is approved as to form and legal content, but I have not performed an
independent Title examination as to the accuracy of the Legal Description.

City Attorney’s Office

Date

EXHIBIT A

Metes and Bounds Description Enclave at Lake Geneva Community Development District, as amended

The Land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

A portion of the following described lands :

Parcel 1

The East 66 feet of the North 210 feet of the Southeast 1/4 of the Northwest 1/4 and the West 160 feet of the North 210 feet of the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

Parcel 2

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

Parcel 3

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

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

ALSO, FURTHER LESS AND EXCEPT the following described lands:

Begin at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, and run South 89°58'40" West, along

said North line of the Northeast 1/4 of the Northwest 1/4, a distance of 380.35 feet; thence South 00°02'26" West, 1326.45 feet to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence North 89°54'10" East, along said South line to the Southeast corner of the Northeast 1/4 of the Northwest 1/4; thence North along said East line of the Northeast 1/4 of the Northwest 1/4 to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

Parcel 4

The East 240 feet of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 and the West 550 feet of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

Parcel 5

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

Parcel 6

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

Parcel 7

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

Parcel 8

Begin at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, and run South 89°58'40" West, along said North line of the Northeast 1/4 of the Northwest 1/4, a distance of 380.35 feet; thence South 00°02'26" West, 1326.45 feet to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 33; thence North 89°54'10" East, along said South line to the

Southeast corner of the Northeast 1/4 of the Northwest 1/4; thence North along said East line of the Northeast 1/4 of the Northwest 1/4 to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

Windhorst Parcel

The East 1/2 of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, lying South of Lake Ella Road.

CONTAINS A TOTAL OF 145.10 +/- ACRES

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

**PETITION TO AMEND THE BOUNDARIES OF
ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT**

Enclave at Lake Geneva Community Development District (“**District**” or “**Petitioner**”), a local unit of special-purpose government established pursuant to the provisions of Chapter 190, *Florida Statutes*, and City of Fruitland Park Ordinance No. 2024-01 (“**Ordinance**”), and located entirely within the City of Fruitland Park, Florida, hereby petitions the City Commission of the City of Fruitland Park, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes*, and specifically Section 190.046(1), *Florida Statutes*, to adopt an amendment to the Ordinance to amend the District’s boundaries and add approximately 9.67 acres to the District. In support of this petition, the District states the following:

1. Location and Size. The District is located within the City of Fruitland Park, Florida (“**City**”). **Exhibit 1** depicts the general location and boundaries of the existing District as well as the Expansion Parcel (herein defined). The current metes and bounds description of the external boundary of the District, consisting of 135.4 acres, more or less, is set forth in **Exhibit 2**. The metes and bounds of the lands to be added to the District (“**Expansion Parcel**”), consisting of 9.70 acres, more or less, are set forth in **Exhibit 3**. Subsequent to the proposed amendment of the District, the District will encompass approximately 145.10 acres, more or less, in total. **Exhibit 4** contains the metes and bounds description of the District boundary, as amended (“**Amended District**”).

2. Excluded Parcels. There are no parcels to be excluded from the boundaries of the Amended District.

3. **Landowner Consent.** Petitioner has obtained written consent to amend the boundaries of the District from the owners of one hundred percent (100%) of the property subject to the proposed amendment. Documentation of this consent is contained in **Exhibit 5**. The favorable action of the Board of Supervisors of the District also constitutes consent of all the landowners within the District pursuant to section 190.046(1)(g), *Florida Statutes*, as is evidenced by the District's Resolution 2025-36 and submission of this Petition. Resolution 2025-36 is attached hereto as **Exhibit 6**.

4. **Future Land Uses.** The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 7**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

5. **Major Water and Wastewater Facilities.** There are no existing major trunk water mains and wastewater interceptors located within the Expansion Parcel. **Exhibit 8** shows the proposed major trunk water mains, sewer connections, and reclaim water mains in the area of the Amended District.

6. **District Facilities and Services.** **Exhibit 9** describes the type of facilities the District presently expects to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. The estimated costs of constructing the infrastructure serving lands within the Amended District are also identified in **Exhibit 9**. Currently, these improvements are estimated to be made, acquired, constructed, and/or installed over the time period from 2024 through 2025. Actual construction timetables and expenditures will likely vary,

due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

7. Statement of Estimated Regulatory Costs. **Exhibit 10** is the statement of estimated regulatory costs (“**SERC**”) prepared in accordance with the requirements of section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

8. Authorized Agents. The authorized agents for the Petitioner are Tucker F. Mackie and Ryan J. Dugan of Kutak Rock LLP. See **Exhibit 11**, Authorization of Agents. Copies of all correspondence and official notices should also be sent to:

Tucker F. Mackie, Esq. (Tucker.Mackie@kutakrock.com)
Ryan J. Dugan, Esq. (Ryan.Dugan@kutakrock.com)
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

9. This petition to amend the Enclave at Lake Geneva Community Development District should be granted for the following reasons:

- a.** All statements contained within this petition are true and correct.
- b.** Amendment of the District’s boundaries and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted State Comprehensive Plan or the effective local Comprehensive Plan.
- c.** The area of land within the Amended District is part of a planned community.

The District as amended will continue to be of sufficient size and sufficiently

compact and contiguous to be developed as one functional, interrelated community.

- d. The area of land within the Amended District will continue to be the best alternative available for delivering community development services and facilities to the area that will be served by the Amended District.
- e. The community development services and facilities of the District as amended will not be incompatible with the capacity and use of existing local and regional community development services and facilities.
- f. The area to be served by the District as amended will continue to be amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Fruitland Park, Florida to:

- a. schedule a public hearing in accordance with the requirements of section 190.046(1)(c), *Florida Statutes*;
- b. grant this petition and amend the Ordinance to amend the boundaries of the District pursuant to Chapter 190, *Florida Statutes*; and
- c. grant any other relief as appropriate.

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RESPECTFULLY SUBMITTED, as of the 16th day of May 2025.

KUTAK ROCK LLP

A handwritten signature in black ink, appearing to read "Tucker F. Mackie".

Tucker F. Mackie
Florida Bar No. 41023
Tucker.Mackie@KutakRock.com

Ryan J. Dugan
Florida Bar No. 93207
Ryan.Dugan@KutakRock.com

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)
(850) 692-7319 (facsimile)

ATTORNEYS FOR PETITIONER ENCLAVE AT LAKE
GENEVA COMMUNITY DEVELOPMENT DISTRICT

1

BUSINESS NO. 32108

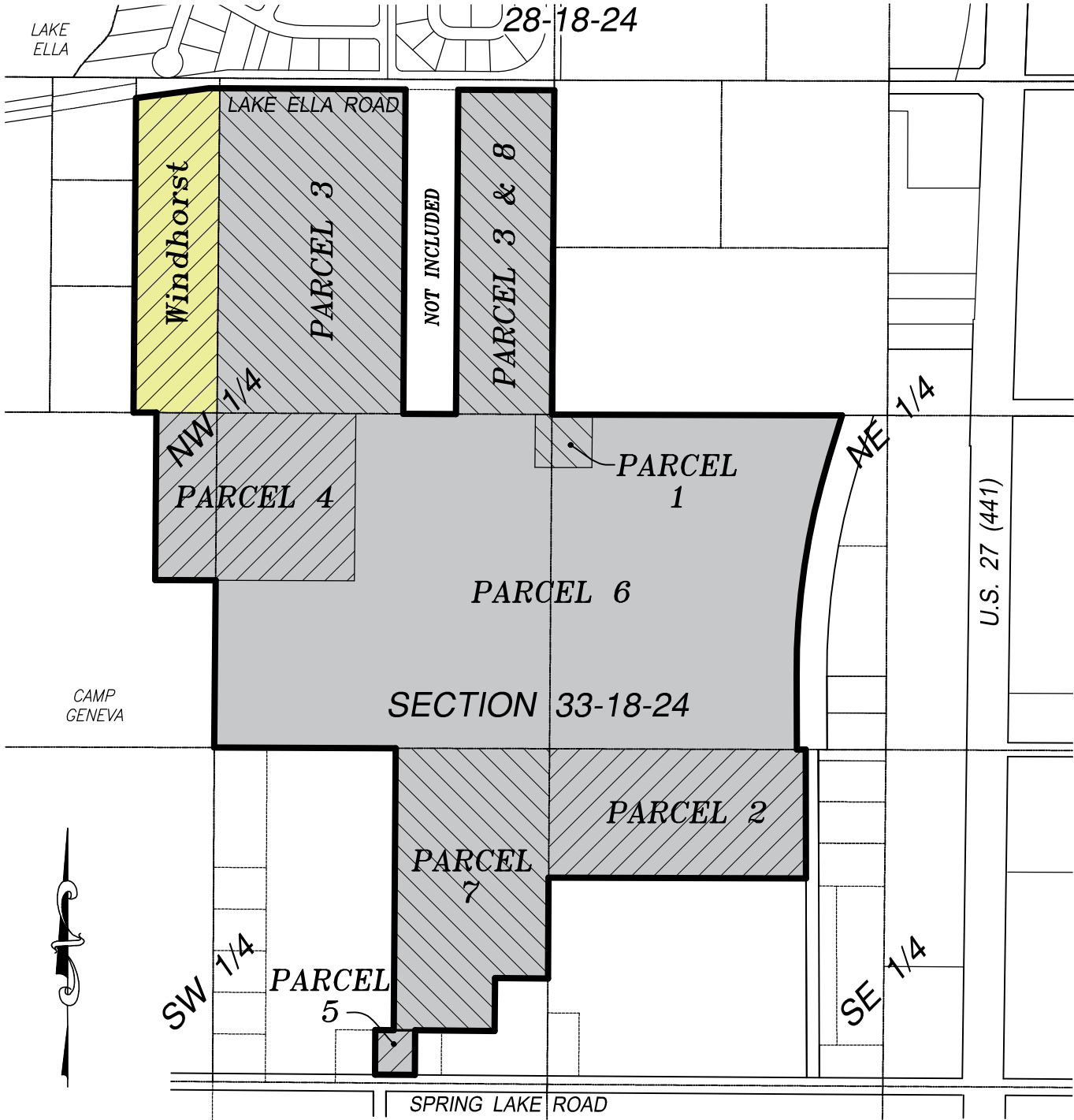


**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

1315 South International Parkway Suite 1101
Lake Mary, Florida 32746
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

EXHIBIT



145.10 Acres
ENCLAVE AT LAKE GENEVA
LAKE COUNTY, FLORIDA

D:\Fruitland Park Village at Lake Geneva\Legals\CDD-ENCLAVE AT LAKE GENEVA.dwg

SHEET 1 OF 1

A33

PROJECT NO.

REVISIONS

DATE

BY

DATE:

4/09/25

DRAWN BY

BF

CHECKED BY

WW

FIELD BOOK

N/A

2

LEGAL DESCRIPTION

PARCEL 1:

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

PARCEL 2:

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

PARCEL 3:

THE NE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS: COMMENCE AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND RUN S 89°58'40" W, ALONG THE NORTH LINE OF THE NE 1/4 OF THE NW 1/4, A DISTANCE OF 380.35 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S 00°02'26" W, 1326.45 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 33; THENCE S 89°54'10" W, ALONG THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 A DISTANCE OF 209.28 FEET; THENCE N 00°02'26" E, 1326.67 FEET, TO A POINT ON THE NORTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 33; THENCE N 89°58'40" E, ALONG THE NORTH LINE OF THE NE 1/4 OF THE NW 1/4 A DISTANCE OF 209.29 FEET TO THE POINT OF BEGINNING. LESS THE NORTH 40 FEET FOR RIGHT-OF-WAY OF LAKE ELLA ROAD.

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

PARCEL 4:

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

PARCEL 5:

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

PARCEL 6:

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

PARCEL 7:

BEGIN AT THE NE CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 900.5 FEET, THENCE WEST 209.88 FEET, THENCE SOUTH 209.88 FEET, THENCE WEST 400.12 FEET, THENCE NORTH 1092.88 FEET, THENCE EAST 610 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

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

CONTAINS A TOTAL OF 135.4 +/- ACRES

3

EXHIBIT 3

Metes and Bounds Description of the Expansion Parcel

The Land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

A portion of the following described lands:

Windhorst Parcel

The East 1/2 of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, lying South of Lake Ella Road.

CONTAINS A TOTAL OF 9.70 +/- ACRES

4

EXHIBIT 4

Metes and Bounds Description Enclave at Lake Geneva Community Development District, as amended

The Land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

A portion of the following described lands :

Parcel 1

The East 66 feet of the North 210 feet of the Southeast 1/4 of the Northwest 1/4 and the West 160 feet of the North 210 feet of the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.

Parcel 2

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

Parcel 3

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

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

ALSO, FURTHER LESS AND EXCEPT the following described lands:

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

Parcel 4

The East 240 feet of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 and the West 550 feet of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24

East, Lake County, Florida.

Parcel 5

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

Parcel 6

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

Parcel 7

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

Parcel 8

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

Windhorst Parcel

The East 1/2 of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, lying South of Lake Ella Road.

CONTAINS A TOTAL OF 145.10 +/- ACRES

5

**Consent and Joinder of Landowner
For the Amendment of the Boundaries of the
Enclave at Lake Geneva Community Development District**

The undersigned is the owner of certain lands of which are more fully described in **Exhibit A** attached hereto and made a part hereof (the "Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Enclave at Lake Geneva Community Development District ("Petitioner"), intends to submit a petition amending the boundaries of the Enclave at Lake Geneva Community Development District (the "District") to add the Property to the District's boundaries in accordance with the provisions of Chapter 190, *Florida Statutes*.

As the owner of lands that are intended to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, *Florida Statutes*, Petitioner is required to include the written consent to the amendment of the boundaries of the Community Development District of one hundred percent (100%) of the owners of the lands to be added to the Community Development District.

The undersigned hereby requests and consents to the addition of the Property and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

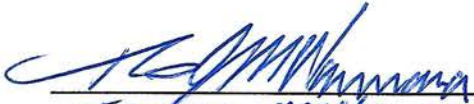
The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

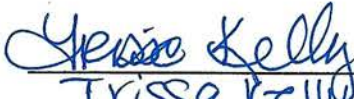
Executed this 7th day of May 2025.

WITNESSES:

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

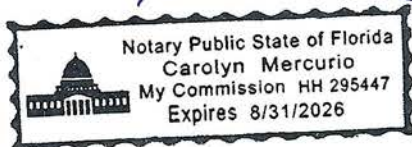
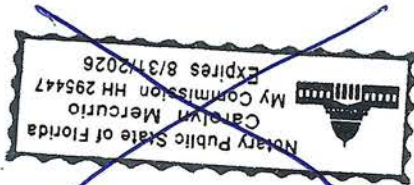

THOMAS McNAMARA
[Print Name]


By: Andon Calhoun
Its: Authorized Representative


TRISSA Kelly
[Print Name]

STATE OF FL
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of May, 2025, by Andon Calhoun, as an Authorized Representative of Fruitland Park Development IV, LLC, on behalf of the company.




(Official Notary Signature & Seal)
Name: CAROLYN Mercurio
Personally Known yes
OR Produced Identification _____
Type of Identification _____

Exhibit A: Property Description

Exhibit A: Property Description

The Land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

A portion of the following described lands:

Windhorst Parcel

The East 1/2 of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, lying South of Lake Ella Road.

CONTAINS A TOTAL OF 9.70 +/- ACRES

6

RESOLUTION 2025-36

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF FRUITLAND PARK, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Enclave at Lake Geneva Community Development District ("District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"), and City of Fruitland Park, Florida, Ordinance No. 2024-01 (the "Ordinance"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, master stormwater system, potable water reuse and wastewater system, roadway improvements, landscape and hardscape improvements, amenity improvements, and other infrastructure; and

WHEREAS, the District presently consists of 135.4 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to include certain property described in **Exhibit A** attached hereto and incorporated herein by reference ("Expansion Area") and upon which the District intends to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District will obtain written consent to inclusion within the District's boundaries from the owners of the lands within the Expansion Area; and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land within the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, the incorporation of the Expansion Area within the District's boundaries is not inconsistent with either the State or local comprehensive plan; and

WHEREAS, the area of land that will lie within the District's boundaries as amended is amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("Board"); and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City of Fruitland Park, Florida, and such other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs its Chair and District staff to prepare and file a petition and any other materials with the City of Fruitland Park, Florida, as necessary to amend the District's boundaries and incorporate the lands within the Expansion Area pursuant to Chapter 190, *Florida Statutes*, and any other applicable Florida law (the "Petition").

SECTION 3. The Board hereby authorizes Tucker F. Mackie and Ryan J. Dugan, of Kutak Rock LLP, to act as the District's agents regarding any and all matters pertaining to the Petition.

SECTION 4. This Resolution shall become effective upon its passage.

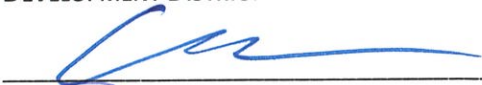
PASSED AND ADOPTED this 10th day of January 2025.

ATTEST:



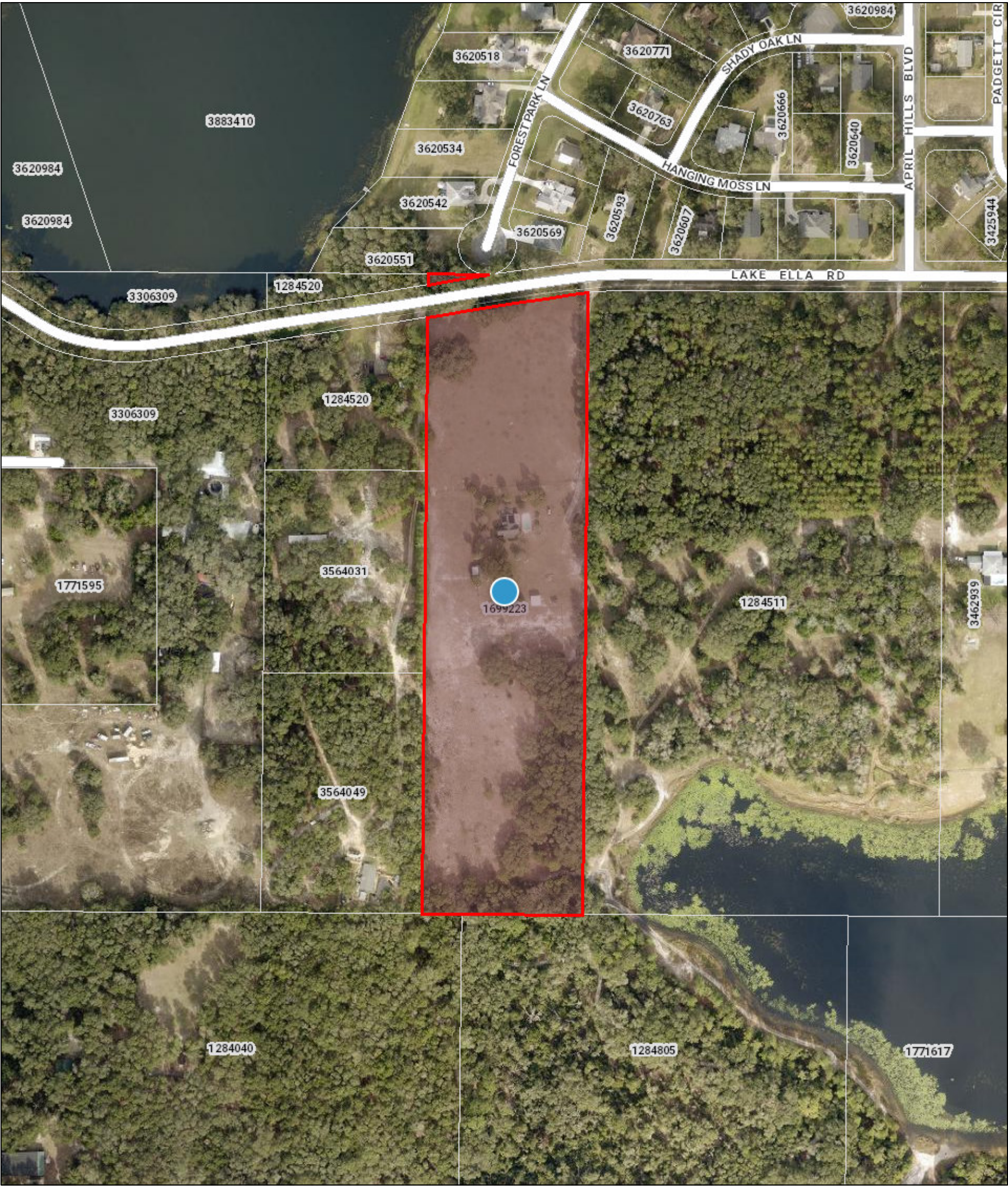
Secretary/Assistant Secretary

ENCLAVE AT LAKE GENEVA COMMUNITY
DEVELOPMENT DISTRICT

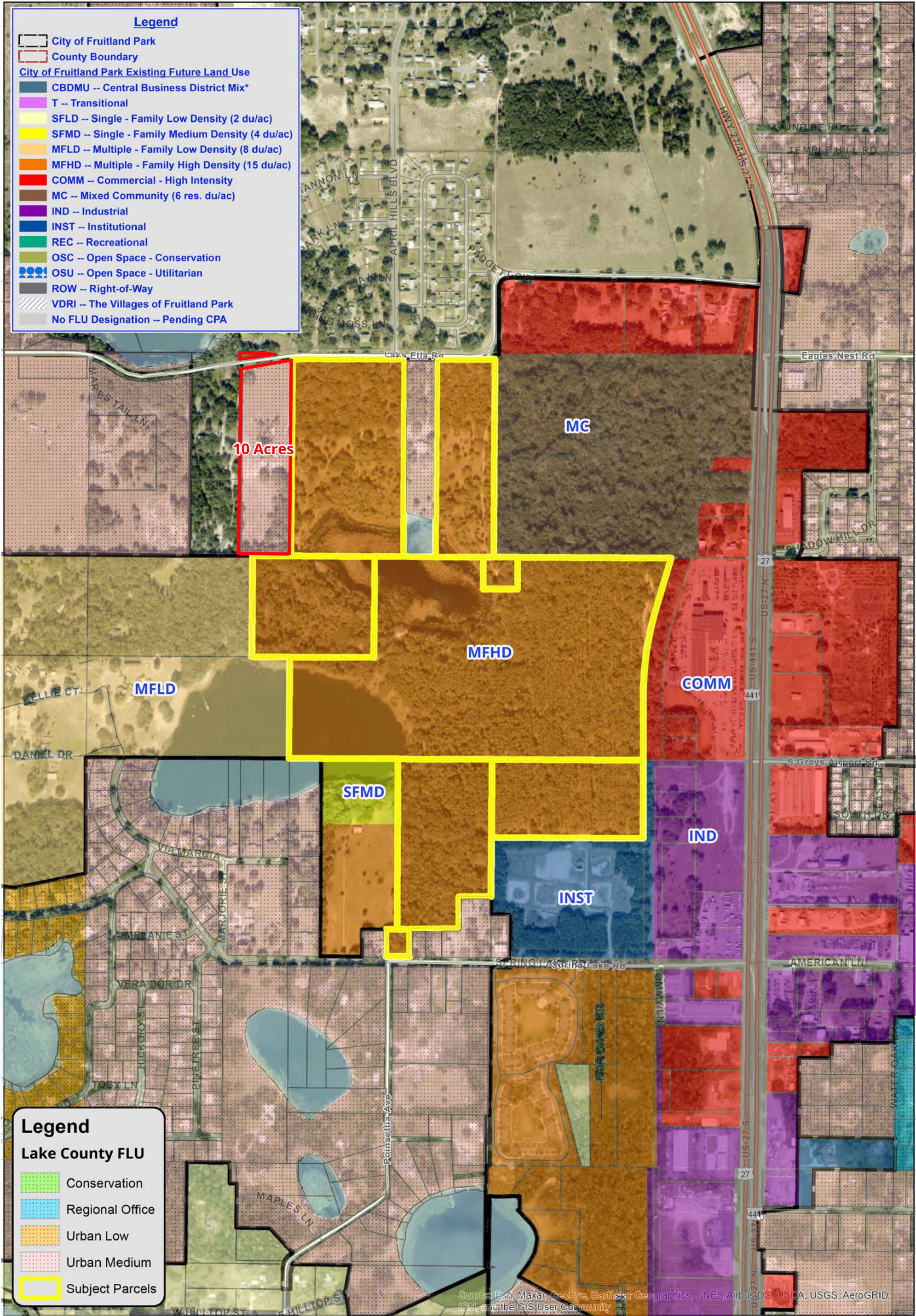


Vice-Chair, Board of Supervisors

EXHIBIT A: Expansion Area

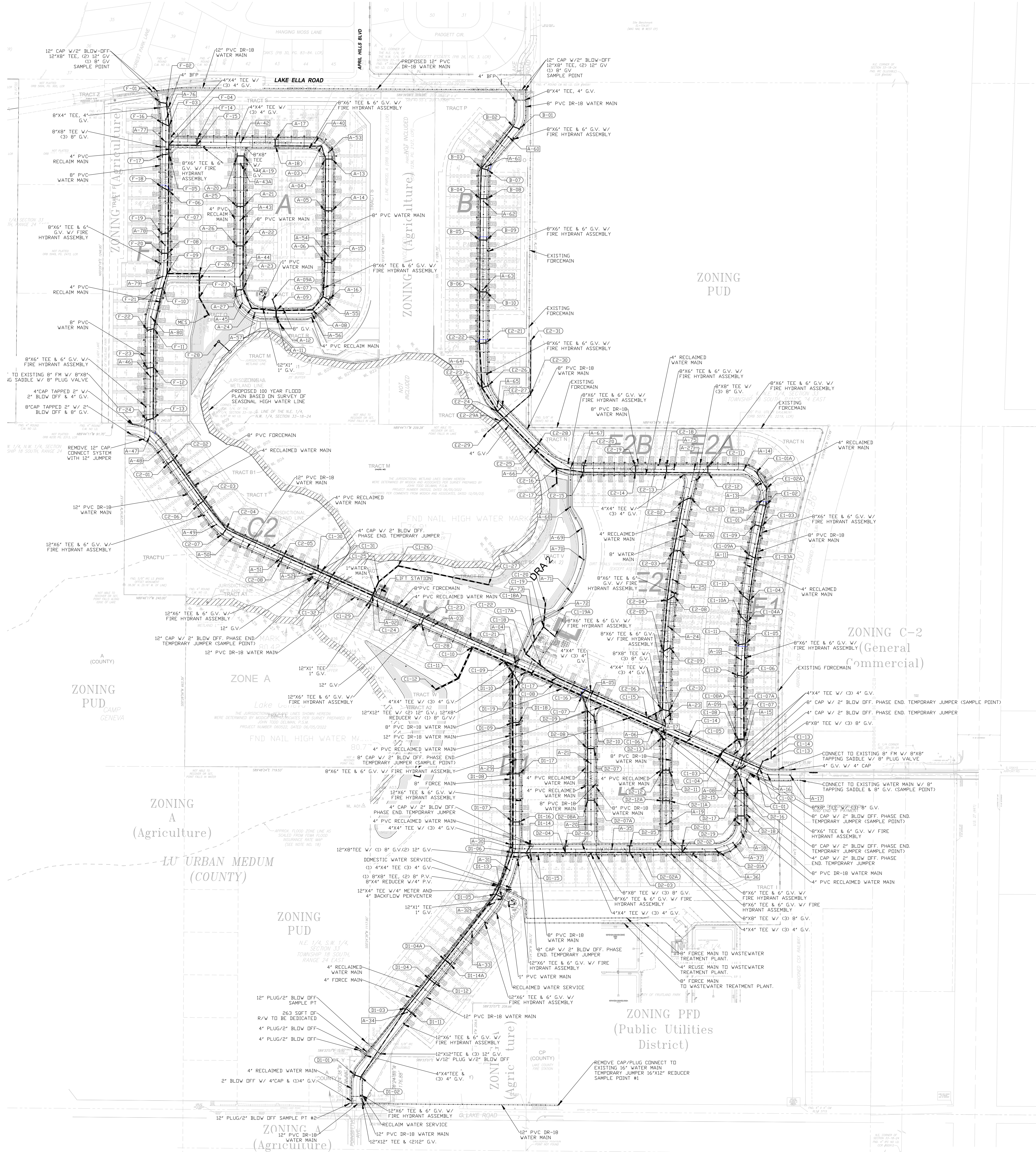
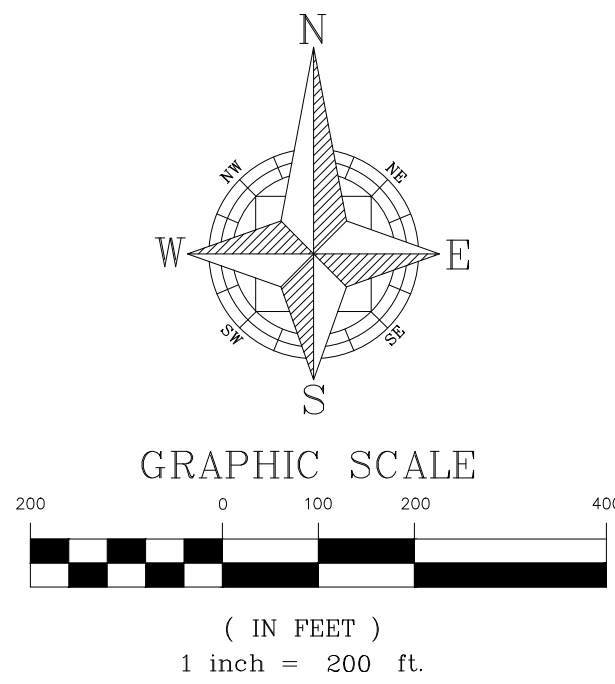


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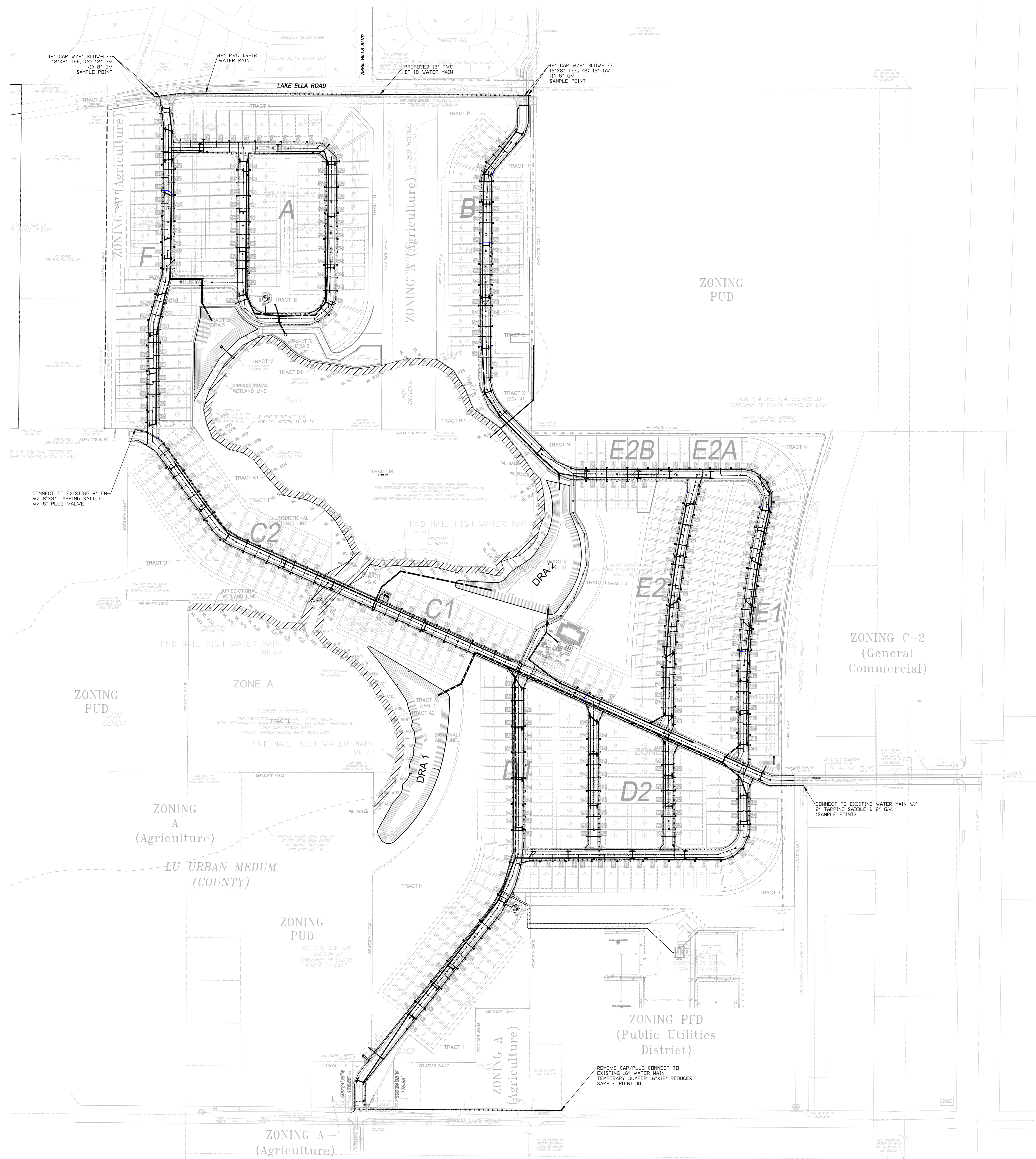


8

C:\Users\Raffay\CAD Design Systems\Dropbox\Gabyon\Enclave at Lake Geneva\Construction Plans\Enclave at Lake Geneva - Master Utility and Pipe Network Plan.dwg Plotted: 4/25/2025 By: raffay



WOHLFARTH CONSULTING GROUP LLC ENGINEERS & PLANNERS 246 N. WESTMONTE DRIVE ALTA MONTI SPRINGS, FL 32714 (407) 750-3123		ENCLAVE AT LAKE GENEVA PRELIMINARY SUBDIVISION PLAN		OVERALL PIPE NETWORK PLAN (1" = 200')	
SCALE:	1"=200'	DRAWN:	TT	SHEET:	G-0.00
PROJECT:	2023-033	DESIGNED:	TT	CHECKED:	RW
DATE:	4/25/2025				
BUSINESS NO. 32108					
NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ORIGINAL SEAL OF RICHARD C. WOHLFARTH, FLORIDA P.E. 50944					

[illegible]

9

EXHIBIT 9

PROPOSED TIMETABLES AND RELATED ESTIMATES OF COST OF DISTRICT SERVICES AND FACILITIES

ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT

Master Earthwork for Stormwater Collection System	2025-2026	\$3,250,000.00
Subdivision Potable Water, Reuse and Wastewater	2025-2027	\$4,000,000.00
Subdivision Infrastructure Roads and Drainage	2025-2027	\$3,250,000.00
Amenities		
Pool and Cabana	2025-2027	\$800,000.00
Playground, BBQ, Picnic Tables, etc.	2025-2027	\$250,000.00
Landscape, Irrigation and Signage	2025-2027	\$300,000.00
TOTAL:		\$11,850,000.00

10

ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

April 28, 2025



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to amend the boundaries of the Enclave at Lake Geneva Community Development District ("District"). The District was established by Ordinance No. 2024-01, passed by the City Commission of the City of Fruitland Park, Florida on February 22, 2024. The current size of the District is approximately 135.4 +/- acres and the District is located entirely within the City of Fruitland Park, Florida (the "City"). The petition to amend the boundaries of the District seeks to add approximately 9.67 +/- acres located in the City to the District ("Amendment Area"). After the amendment, the District will be projected to contain approximately 145.1 +/- acres and is planned to be developed with a total of 421 residential homes. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Enclave at Lake Geneva Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 421 residential homes following the amendment of the District's boundaries.

A community development district ("CDD") is an independent unit of special purpose local government authorized by Florida law to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Enclave at Lake Geneva.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the rule directly or indirectly:
1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
- (b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
- (c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.
- (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.
- (e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Fruitland Park, according to the Census 2020, has a population of 8,325; therefore, it is defined as a small City for the purposes of this requirement.)
- (f) Any additional information that the agency determines may be useful.
- (g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

- 2.0 An economic analysis showing whether the ordinance directly or indirectly:**
- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**
 - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or**
 - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The ordinance amending the boundaries of the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District on the Amendment Area will be the direct result of facilities and services provided by the District to the landowners within the Amendment Area. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The sole reason for the amending of the District's boundaries is to provide public facilities and services to support the development of a new, master planned residential development. The development of the slightly larger, approximately 145.1 +/- acres, parcel will promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation to a degree likely higher than that of a slightly smaller, pre-amendment, approximately 135.4 +/- acre, parcel contained within the existing District boundaries.

Amending the boundaries of the District will allow it to plan, fund, implement, operate and maintain, for the benefit of the landowners within the amended and larger District, various public facilities and services for a larger-sized development. Such facilities and services, as further described in Section 5, will allow for the development of the land within the amended District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the amended and larger District. The private developer of the land in the amended and larger District will use its private funds to conduct the private land development and construction of an anticipated approximately 421 residential homes the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved without amending the District's boundaries by the private sector alone, the fact that the amendment of the District's boundaries is

initiated by the private developer means that the private developer considers the amendment of the District's boundaries and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the amended and larger District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the amending of the boundaries of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the amended District boundaries in the development. When the question is phrased in this manner, it can be surmised that the amendment of the District's boundaries is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the amended and larger District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the amendment of the District's boundaries for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was a smaller District. The amended and larger District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The amendment of the District's boundaries will not increase any regulatory costs of the State or the City by virtue that the District has already been established and amending its size does not change the regulatory requirements that the District will be subject to after the initial review of the petition to amend its boundaries by the City and approval of such petition by the City. As described in more detail in Section 4, the District will pay a one-time filing fee to the City to offset any expenses that the City may incur in the processing of this petition to amend the District's boundaries.

The amendment of the District's boundaries will, however, directly increase regulatory costs to the landowners within the Amendment Area. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the Amendment Area. However, as property ownership in the District is completely voluntary, all current property owners within the Amendment Area must consent to the amendment of the District's boundaries and the likelihood of additional transaction costs, and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District. As to the anticipated amount of the transactional costs in the aggregate within 5 years, they are anticipated

to not exceed \$5,000,000.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The proposed amended District will serve land that comprises an approximately 145.1 +/- acre master planned residential development currently anticipated to contain a total of approximately 421 residential homes, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,474 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City and certain state agencies will not be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

There is no state agency promulgating any rule relating to this project and there is no anticipated effect of the ordinance amending the District's boundaries on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the amendment of the boundaries of an existing independent local special purpose government, there will be no additional enforcement responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

Amending the boundaries of an already existing independent local special purpose government will result in no costs to any State governmental entities to implement and enforce the proposed amended and enlarged District.

City of Fruitland Park, Florida

The existing District as well as the Amendment Area are both located within the City of Fruitland Park, Florida. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to amend the boundaries of the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, the City approved the ordinance establishing the District in 2024; accordingly, City staff should be generally familiar with the District. Second, review of the petition to amend the boundaries of the District does not include analysis of the project itself. Third, the petition itself provides much of the information needed for a staff review. Fourth, the City already possesses the staff needed to conduct the review without the need for new staff. Fifth, there is no capital required to review the petition. Sixth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition.

Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to amend the boundaries of a community development district.

Further, there will be no increase in the very small annual costs to City, because of the amendment of the District's boundaries. The District is an independent unit of local government. The only annual costs the City faces, which will not change with the amendment of the District's boundaries, are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it maintains a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities for the District, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$11,850,000, which is the same as originally proposed. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

**ENCLAVE AT LAKE GENEVA COMMUNITY
DEVELOPMENT DISTRICT
Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Roads	Landowner/CDD	CDD	CDD
Utilities	Landowner/CDD	City	City
Amenities	Landowner	CDD /Landowner	CDD /Landowner
Drainage	CDD	CDD	CDD
Landscape/Lakes	CDD	CDD	CDD

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Table 2

**ENCLAVE AT LAKE GENEVA COMMUNITY
DEVELOPMENT DISTRICT
Estimated Costs of Construction**

CATEGORY	COST
Master Earthwork for Stormwater Collection System	\$3,250,000
Subdivision Potable Water, Reuse and Wastewater	\$4,000,000
Subdivision Infrastructure Roads and Drainage	\$3,250,000
Amenities	
Pool and Cabana	\$800,000
Playground, BBQ, Picnic Tables, etc.	\$250,000
Landscape, Irrigation and Signage	\$300,000
Total	\$11,850,000

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. The District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no additional impact on small businesses resulting from the amendment of the District's boundaries. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

The City has a population of 8,325 according to the Census 2020 conducted by the United States Census Bureau and is therefore defined as a "small" city according to Section 120.52, F.S. It can be reasonably expected that the amendment of the District's boundaries will not produce any marginal effects that would be different from those that would have occurred if the Enclave at Lake Geneva development was developed without a community development district established for it by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the District's Engineer and other professionals associated with the District.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to amend the boundaries of the District.

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AUTHORIZATION OF AGENT

This letter shall serve as a designation of Tucker F. Mackie and Ryan J. Dugan of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agents for Enclave at Lake Geneva Community Development District ("District"), a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Fruitland Park, Florida, to amend the boundaries of the District pursuant to Chapter 190, *Florida Statutes*. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

Witnessed:

ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT

Lori Aulin
Print Name: LORI AULIN

Sierra Lipps
Print Name: SIERRA LIPPS

Anden Calhoun
Chair/Vice Chair, Board of Supervisors
Anden Calhoun

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of March 2025, by Anden Calhoun, as Vice Chair, of Enclave at Lake Geneva Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, who is either personally known to me, or produced _____ as identification.



Carolyn Mercurio
NOTARY PUBLIC, STATE OF FLORIDA

Name: Carolyn Mercurio
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

The Villages[®] DAILY SUN

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

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01258261** in the matter of

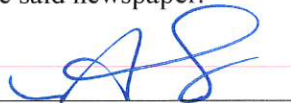
NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

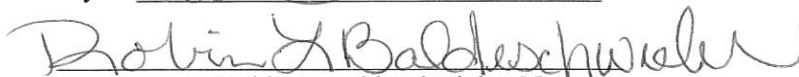
JUNE 26, 2025

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

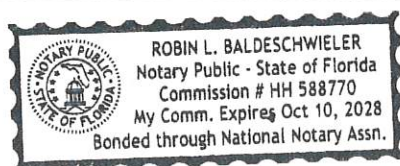
published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither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


(Signature Of Affiant)

Sworn to and subscribed before me this 27
day of June, 2025.


Robin L. Baldeschwieler, Notary

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



NOTICE OF PUBLIC HEARING CITY OF FRUITLAND PARK To Consider a Petition to Amend the Boundaries of the Enclave at Lake Geneva Community Development District

DATE: July 10, 2025

TIME: 6:00 p.m.

LOCATION: City Hall
Commission Chambers
506 West Berckman Street
Fruitland Park, Florida 34731

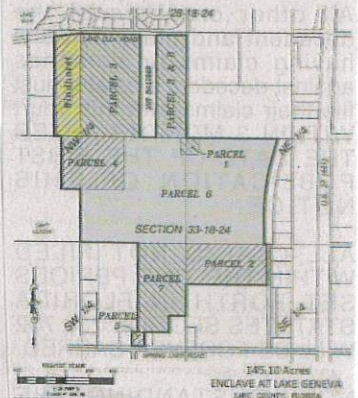
In compliance with the provisions of Section 190.046, Florida Statutes, a public hearing will be held by the Fruitland Park City Commission to consider the adoption of a proposed Ordinance ("Proposed Ordinance") into law. The title of the Proposed Ordinance is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING ORDINANCE 2024-01, ADDING APPROXIMATELY 9.70 ACRES TO THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT BOUNDARIES, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE LEGAL DESCRIPTION OF THE REVISED EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Pursuant to the provisions of Chapter 190, Florida Statutes, such public hearing is being held by the City Commission to consider an ordinance granting a petition to amend the boundaries of the Enclave at Lake Geneva Community Development District ("District"). The petitioner has proposed to expand the boundaries of the District to add approximately 9.70 acres of land, more particularly described as "Windhurst" on the map herein. It is anticipated that the District will comprise approximately 145.10 acres after expansion.

The petition and Proposed Ordinance may be inspected by the public during normal working hours, excluding holidays, at City Hall, 506 West Berckman Street, Fruitland Park, Florida 34731. 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 (section 286.0105, Florida Statutes). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



#01258261

July 26, 2025

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

ITEM TITLE: **Resolution 2025-059 Approving the Digital Solutions Agreement with GHD Services, Inc. for redesign of the City's website.**

MEETING DATE: August 28, 2025

DATE SUBMITTED: August 19, 2025

SUBMITTED BY: city attorney/city manager

BRIEF NARRATIVE: **Resolution 2025-059** approves the digital solutions agreement with GHD Services, Inc. for a redesign of the City's website.

A city website is an important tool for communicating with residents, businesses, customers and visitors to a city. The City's current website has been hosted by CivicPlus for several years. The platform CivicPlus uses to host the website is being phased out, so a change to the website is necessary. The current website does not provide flexibility on design, it is outdated, difficult to work with on the back end and does not have tools available that improve and enhance ways of communicating with residents. Staff reviewed an updated hosted website product from CivicPlus as well as GovStack, a hosted website solution of GHD Services, Inc. The demonstrations focused on the forward-facing features each provides as well as the maintenance in the backend of the software. GovStack's demonstration showed a modern and dynamic product that is much more intuitive on the back end, meaning it is easier for staff to update and maintain the information contained on the website.

As an existing customer of CivicPlus, there would not be a set-up fee to move the current city website to the new platform and freshen up the look of the website. However, their annual subscription costs for hosting the website are higher than GHD Services, Inc. There is a one-time set up fee of \$14,102 for GovStack, however, they will amortize that fee over five years so there is no large up-front cost. Both CivicPlus and GHD Services, Inc. charge a 5% uplift fee which increases the annual subscription fee by 5% per year. GHD Services, Inc. has agreed to delay charging the uplift fee until year 3. Below is a table comparison of the cost of CivicPlus compared to GovStack. Even though CivicPlus does not charge a set-up fee, their annual subscription fee is higher than GovStack. By year 6 the costs of the two products essentially breakeven with the ongoing annual subscription cost of GovStack being less than CivicPlus.

	Annual Fee Year 1	Annual Fee Year 2	Annual Fee Year 3	Annual Fee Year 4	Annual Fee Year 5	Annual Fee Year 6	
Govstack	\$8,564	\$8,564	\$8,992	\$9,442	\$9,914	\$5,744	\$51,220
CivicPlus	\$0	\$9,561	\$10,039	\$10,541	\$11,068	\$11,621	\$52,831

Staff recommend entering into an agreement with GHD Services, Inc. to redesign the City website.

FUNDS BUDGETED: Yes

ATTACHMENTS: Resolution 2025-059, Govstack Digital Solutions Agreement, Addendum No 1, End User Agreement, Service Level Agreement, Personal Information Processing Addendum

RECOMMENDATION: Approval

ACTION TO BE TAKEN: Approve Resolution 2025-059

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RESOLUTION 2025-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE DIGITAL SOLUTIONS AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND GHD SERVICES, INC. FOR REDESIGN OF THE CITY'S WEBSITE PER THE SPECIFICATIONS SET FORTH IN THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park desires to redesign its City website; and

WHEREAS, GHD Services, Inc. proposes entering into an agreement with the City to provide such services; and

WHEREAS, the parties wish to enter into an agreement for services in accordance with the terms and conditions set forth in the agreement; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve the Digital Solutions Agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Digital Solutions Agreement between the City of Fruitland Park and GHD Services, Inc. and Addendum No. 1, **a copy of which is attached**, are approved.

Section 2. The Commission authorizes the City Manager to execute the Agreement and Addendum No. 1.

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

PASSED AND RESOLVED this 28th day of August, 2025, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

SEAL

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

Transform the way you serve and connect with your community





DIGITAL SOLUTIONS AGREEMENT →

Part 1 PURPOSE

To redesign the City of Fruitland Park website per the specifications of this agreement.

Part 2 ACCEPTANCE CRITERIA

Looks and functions like the selected theme and has been updated based on the logo and brand guidelines provided by the customer. Is responsive to different screen sizes and orientations. Is developed following the practices and guidelines outlined by the WCAG 2.1 level AA standard. All included products and AddOns are installed and configured based on the preferences confirmed by the customer during initiation. Blank pages and navigation based on the approved sitemap are setup. Training was provided for the CMS and all included products and AddOns. A GoLive Plan has been provided to the customer.

Part 3 DELIVERY SCHEDULE

Schedule will be provided upon approval of this Statement of Work.



Part 4 **PRODUCTS & SERVICES**

Products & Services

	Name	Billing Frequency	Quantity
1	Govstack Starter Plan (CMS + Events) – Implementation	One-Time	1
2	Govstack Forms Standard – Implementation	One-Time	1
3	Govstack Forms Standard – Subscription	Annually	1
4	Govstack Starter Plan (CMS + Events) – Subscription	Annually	1
Annual subtotal			\$5,744.00
One-time subtotal			\$14,102.00
Total			\$19,846.00

Customer: City of Fruitland Park
Contact: Karen Manila, City Manger, kmanila@fruitlandpark.org, 352 801 7063
Address: 506 West Berckman Street , Fruitland Park Florida, United States 34731

License Term: 60 months
Payment Terms: Net 30 days, USD*Applicable taxes and annual increase the greater of 5% and Inflationary Index not included
Quote Expiry Date: August 31, 2025

Additional Terms:

Questions? Contact me



Steph Lorentz

Account Executive

stephanie.lorentz@ghd.com

Statement of Work

1. Installation and configuration of a new govstack website based on the selected theme's default layout

- Use of Govstack local identity management for user accounts, allowing access to all Govstack applications with a single identity. Azure AD integration for SSO is available as an AddOn.
- Delivery Coordination (kickoff meeting, post-training meeting, closeout meeting)
- Sample sitemap from a similar organization and a tip sheet of site navigation best practices
- Pre-recorded Writing for the Web Training Video
- Access to regularly scheduled training webinars, unlimited registration for your organization's domain
- Access to online Learning Centre
- Go Live activities (Go Live to be scheduled within 4 months of kickoff)

2. Setup and Configuration

- Project Management
- Access to regularly scheduled training webinars, unlimited registration for your organization's domain
- Go live activities

3. 50 Forms

- 20,000 submissions (total per year)
- Reports
- Workflow Automation
- Status Tracking

4. Platform:

- Use of GHD Govstack SSO, Powered by Microsoft Azure AD (Active Directory)
- Maximum of 20 MAU (Monthly Active Users)
- 50GB of storage (shared across all applications)

CMS:

- Website Theme
- Content Management
- Site Builder
- Google Search (3rd party fees apply)
- News & Subscriptions

Events:

- o 2 Calendars
- o Available Views: Events, Council, and Tourism
- o Public Submission with approvals
- o Event email notifications

Govstack Enterprise Hosting:

- Govstack is hosted in Microsoft Azure with Geographic Zones
- Azure SQL Database
- Disaster Recovery
- High Availability Infrastructure
- Resource scaling
- 99.95% Uptime
- Microsoft Defender for Cloud
- Traffic Management and DDoS Protection with Azure Front Door
- GHD issued SSL/TLS certificates Included through Azure Managed Certificates
- All products use GHD managed certificates with 256-bit encryption. GHD does not support customer issued certificates.
- Hosting Infrastructure Certifications: ISO 27001, SOC 2, SOC 3, HIPAA/HITECH, and PCI-DSS

Standard Support

- o Named Contacts: Designate 2 members of your team authorized to contact Customer support and log tickets
- o Access to our online support portal:
 - ~ Create and review your tickets
 - ~ View ticket priority
 - ~ Update ticket notes or status
 - ~ Close or re-open resolved tickets
 - ~ View tickets for your entire organization
 - ~ Portal URL: <https://www.govstack.com/learning-centre>
- o Online Resource Centre: Access to product knowledge articles, news, release notes:
<https://www.govstack.com/learning-centre/>
- o After Hours Priority Phone Support for Severity 1 & 2 Incidents

Part 5 EXCLUSIONS, ASSUMPTIONS, AND ADDITIONAL TERMS

1. Exclusions

- Content writing, editing, or maintenance by GHD
- Sitemap creation or revisions by GHD unless included in quote
- User set-up and permission configuration by GHD
- Integrations into third-party software not identified in scope
- Additional products, modules, or features that are not included in the selected Govstack plan, or as Add Ons under this quote
- Website clean-up assistance such as adding/editing images, photo galleries, tables, accordions, and alt text, or fixing broken links, spelling mistakes, or content-related accessibility errors.

2. Assumptions

- Customer will choose from the library of available Govstack themes, and the website will be delivered with the standard homepage and interior page layout for that theme.
- Customer will use GHD's Identity Provider for user accounts
- Customer will be responsible for ensuring all content is accessible, including uploaded documents
- Delivery will include no more than 10 meetings between customer and GHD [Standard only]
- Close Out will be within 6 months of Kickoff
- If content migration see **Schedule A** <https://www.govstack.com/learning-centre/onboarding/content-migration/>

3. Additional terms

Custom Payment Milestones:

The one-time fee shall be amortized over a period of five (5) years. While the fee is generally subject to an annual increase of five percent (5%) in accordance with the Consumer Price Index (CPI) adjustment, such CPI-based increase shall be waived for Years 1 and 2. The CPI adjustment shall take effect beginning in Year 3 and shall apply annually thereafter. Notwithstanding the foregoing, the anticipated annual payment schedule is as follows (amounts shown are not inclusive of the 5% CPI increase):

Year 1: \$8,564.40

Year 2: \$8,564.40

Year 3: \$8,564.40 + 5% increase

Year 4: \$8,564.40 + 5% increase

Year 5: \$8,564.40 + 5% increase

Year 6 and beyond: \$5,744 + 5% increase

The Terms and Conditions are hereby amended as follows:

- Governing Law: Section 20 is amended to replace the State of California with the State of Florida as the governing law applicable to this Agreement.
- Data Hosting: For clarity, all data under this Agreement shall be stored on Microsoft Azure Cloud infrastructure located within the United States.
- Scope of Work: For the duration of the initial term of this Agreement, third-party applications and/or custom development work shall be expressly excluded from the scope of services.
- Section 17 Amendments: In Section 17, the term "Gros" shall be deleted, and subsection (ii) shall be stricken in its entirety.
- Section 18 Amendments: Section 18 shall be amended by deleting the phrase "SHALL NOT BE LIABLE TO CUSTOMER" and replacing it with the following: "excluding Intellectual Property infringement by GHD."

Part 6 PAYMENT SCHEDULE

1. An invoice will be issued to the Customer by GHD for all Implementation or One-Time fees per custom Milestone Schedule.
2. An invoice will be issued to the Customer by GHD for 1 Year's Annual fees 12 weeks following Effective Date of this Agreement.

*DSA does not include applicable taxes.

Part 7 CHANGE REQUESTS

The fees quoted are based on GHD executing the services on a specific, mutually agreed upon, schedule that allows both GHD and Customer reasonable time to perform their tasks. Any deviation from the scope or schedule could result in corresponding changes to the estimated price, dates, responsibilities, or other provisions of the project. Changes that have material impact to any of the foregoing will be accommodated with a Change Order form or a separate Statement of Work as deemed appropriate by both parties. GHD will make reasonable efforts to mitigate the costs associated with the change, with Customer bearing only that portion of costs that cannot be mitigated or otherwise avoided.

GHD's our attached Terms and Conditions are applicable to this Digital Solutions Agreement and incorporated herein by reference. The offer to perform the Statement of Work for the fees quoted shall expire if not accepted and signed by an authorized representative of Customer on Quote Expiry Date.

IN WITNESS WHEREOF, GHD and Customer have caused this Agreement to be executed by their authorized representatives as of the date of last signature below ("**Effective Date**").

Customer

GHD digital

Ali Carden, PMP | A GHD Principal
Vice President & Global Practice Director,
Products and Platforms

1. Products. (a) GHD Digital (hereinafter “GHD”), subject to this Agreement, shall grant the Customer as identified in the Digital Solutions Agreement (“DSA”) a limited, non-exclusive license to use or access GHD’s digital solutions (hereinafter the “Product(s)”) which are identified and described by the DSA. The DSA shall be governed by these terms and conditions, any Third Party Terms, and any documents incorporated by reference (the “Terms”; together with the DSA, the “Agreement”) “GHD” together with Customer, shall be referred individually as a “Party” and jointly as the “Parties”). (b) Customer acknowledges GHD may utilize vendors or third parties to process data or provide Third Party Content or additional functionality to Products. “GHD vendors” as used herein means the third parties contracted with GHD to provide any portion of the Products subject to these Terms. “Authorized End Users” shall mean Administrative Users and Public Users. “Administrative Users” shall mean any of Customer’s employees, representatives, consultants, contractors, or agents who are authorized to use the Product and have been supplied user identifications and passwords by Customer or on Customer’s behalf to use or otherwise access the Products in the manner permitted by this Agreement. “Public Users” shall mean any individuals not affiliated with Customer, such as members of the public, authorized by Customer to use or otherwise access the Products in the manner permitted by this Agreement. “Third Party Terms” shall mean any terms and conditions of third parties and/or GHD vendors which are applicable to the use or access of the Product.

2. Proprietary Rights. (a) “IP” means all intellectual property throughout the world, including: copyrights, derivative software and products, graphical user interfaces, screen layouts, trade secrets, trademarks and service marks (including all goodwill), domain names, social media sites, patents, inventions, modifications, improvements, customizations, bug fixes, upgrades, designs, logos and trade dress, moral rights, publicity rights, and privacy rights. “Intellectual Property Rights” means all rights in the IP whether existing under statute or at common law or equity, now or hereafter recognized and any application or right to apply for any of the rights referred to herein and all renewals, extensions, and restorations of the foregoing. (b) Each Party shall retain ownership of their IP and Intellectual Property Rights existing as of the Effective Date, developed or acquired independently of this Agreement, or created during the term of this Agreement, and nothing in this Agreement shall assign any ownership thereof to the other Party. (c) Customer retains all ownership of any IP owned by Customer prior to the date of this Agreement or created by Customer during the term of this Agreement. (d) Customer acknowledges that, unless otherwise specified in this Agreement or the Product, all IP in the Products other than the IP provided by Customer is the property of GHD and that all, GHD domains, designs, templates, formats, pricing, documentation, manuals, software listings, source code, or object code relating to the Products may constitute trade secret, proprietary and/or confidential information of GHD. Any IP such as information, text, graphics, data, links, or other materials appearing in the Product (“Third Party Content”) which is not owned by GHD or Client is subject to Third Party Terms. GHD grants to Customer and Authorized End Users a nonexclusive, non-assignable, nontransferable, non-sublicensable, revocable license to use and access the Products, pursuant to the terms of this Agreement and the End User License Agreement, as applicable. (e) Unless authorized by this Agreement, Customer shall not (i) license, grant, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available the Products in any way to any third party, other than an Authorized End User; (ii) modify or make derivative works based upon the Products, disassemble, reverse compile, or reverse engineer any part of the Products; or (iii) create Internet “links” to the Products or “frame” or “mirror” any part of the Products, including any content contained in the Products. (f) Customer’s exposure to the Products may result in Customer developing or suggesting IP or other improvements or changes related to the Products (“Feedback”). Customer grants to GHD a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other Feedback provided by Customer or Authorized End Users relating to the operation of the Products. (g) With Customer’s prior written consent, GHD may use Customer’s name, logo, and/or trademark in connection with certain promotional materials, including brochures, websites, press releases, advertising, and other materials promoting the Products, which GHD may disseminate to the public. Customer may withdraw authorization for such use at any time by providing thirty (30) days written notice as provided in Section 23 below.

3. Data Use. (a) As between the Parties, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. “Customer Data” shall mean Customer information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of a Customer or Authorized End Users. Customer shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Customer to GHD pursuant to this Agreement. As necessary to provide Product to Customer, Customer grants to GHD a non-exclusive, royaltyfree, perpetual, irrevocable, worldwide license to access, revise, reproduce, distribute, host, store, manage, process, display, and otherwise use Customer Data and perform all acts with respect to Customer Data, as necessary to provide the Products to Customer, prevent or address Customer’s technical problems with the Products, and meet all other purposes for Customer set forth herein. GHD shall have no obligation to validate any content of the Customer Data for content, correctness, usability, or for any other purpose. Customer shall comply with any reasonable demand by GHD to correct, discontinue, or remedy any violation of applicable laws or regulations pertaining to the Customer Data. (b) Customer agrees that GHD may use Customer Data to add insight, analytics, and data science to the Products and/or to provide or suggest additional solutions and services to Customer.

(c) Notwithstanding anything to the contrary in this Agreement, Client authorizes GHD to compile Aggregated Data, and such Aggregated Data shall be proprietary to GHD. “Aggregated Data” means any non-personally identifiable, technical, statistical, or analytical data, including Customer Data, gathered, or generated directly by the Product or by use of the Product, that GHD collects, gathers, and aggregates periodically as part of its ordinary business operations. Aggregated Data may be used by GHD for any reason, including, on a non-attributed basis to monitor and improve its products and services, for benchmarking purposes of providing additional products and services, or to provide customized services or technologies to its customers. To the extent an assignment of aggregated or de-identified Customer Data is needed to permit GHD to obtain ownership of the right, title, and interest in, to or under, any or all of the aggregated or de-identified Customer Data, Client hereby assigns and transfers the right, title, and interest in, to, and under such aggregated and de-identified Customer Data to GHD. (d) Customer agrees Customer Data stored by GHD will remain within the Customer’s country of origin. Third Parties may Process (as defined herein) Customer Data as set forth in the applicable Third Party Terms. To facilitate user login, Customer acknowledges and agrees that limited encrypted Customer Data consisting of name, username, and/or email address, may be Processed and stored in Canada, regardless of Customer location. (e) Customer’s bandwidth and disk usage shall be limited to the service levels set forth in the DSA. Any exceedance of these levels by Customer shall be subject to additional fees.

4. Data Protection, Privacy, and Cookies. (a) Customer agrees that GHD may store some or all Customer Data on systems which may run on a third party cloud storage provider, including but not limited to Azure Cloud. (b) For purposes of data privacy and protection laws, GHD is the data processor and Customer is the data controller of Customer Data and Authorized End Users’ information. Customer represents and warrants that it has complied and will comply with all applicable local, state, national, and foreign laws related to data privacy and the transmission of technical or personal data, including personally identifiable information, and has obtained and/or owns all rights, permissions, and consents necessary in the Customer Data and Authorized End Users’ information necessary to meet all purposes and relevant obligations set forth herein. Customer is responsible for providing privacy notices in relation to data privacy and protection laws to Authorized End Users. (c) If GHD receives, has possession or custody of, access to, or control over, any Customer Data which includes Personal Information then GHD will comply with all applicable laws and regulations in connection with its receipt, use, handling, Processing, access to and storage of Personal Information. “Personal Information” means information Customer (directly or indirectly, including through another party) shares with, discloses to, allows, or provides access to GHD, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or as Personal Information may otherwise be defined by law. “Processed” or “Processing” means any operation or set of operations that are performed on data or on sets of data, whether or not by automated means. (d) The Product may include cookies on services and use them to recognize user when returning to the Product. Authorized End Users may set their browser so that it does not accept cookies. Cookies must be enabled on the Authorized End User’s web browser, however, if user wishes to access certain personalized features of the Product. (e) GHD’s relevant policies, which are hereby incorporated into this Agreement, are located at:

Privacy Policy: <https://www.ghd.com/en/privacy-policy.aspx>

Personal Information Processing Addendum:

https://www.ghd.com/en/resources/trustcenter/PersonalInformationProcessingAddendum_1.0.pdf

(f) Customer shall be responsible to comply with all applicable laws in regard to information collected by Customer from Authorized End Users through the use of a Customer created form within the Product.

5. Data Retention. (a) The Products are not intended to be a data retention tool. Customer shall be responsible for compliance with any applicable data retention laws and shall maintain independent archives of data which is required to be retained by such laws. (b) During the term of this Agreement, GHD shall retain Customer Data within the Product for a minimum of one (1) year, except for Customer Data in the Events module, which shall be retained for a minimum of three (3) years. Following the expiration or termination of this Agreement, GHD shall not be required retain Customer Data and GHD shall remove such Customer Data from GHD systems within a reasonable period of time. Prior to the removal of Customer Data from GHD systems, Customer may, for an agreed upon fee, elect to download such Customer Data in a mutually agreed format or extend the data retention. Notwithstanding the foregoing, data retention shall be extended as required by applicable laws. (c) A data destruction certificate certifying Customer Data (not including Aggregated Statistics) has been destroyed from GHD hardware and software shall be provided at the Customer’s written request at a cost of five hundred (\$500) dollars, in the currency set forth in the DSA. (d) GHD maintains a daily backup of its systems for thirty (30) days. In certain circumstances, it may be possible to restore data that has been inadvertently deleted by Customer. A request to restore data can be made to Customer support. Fees may be applied to restore deleted content. (e) Provided GHD retains Customer Data for the agreed upon duration, GHD shall have no liability arising from a failure to maintain Customer Data.

6. Data Security. GHD will maintain industry standard administrative, technical, and physical safeguards, including but not limited to PCI DSS and ISO 27001 compliance, to protect the security and privacy of Customer Data, in use, in transit, and at rest. These

safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them. If either Party becomes aware of any unauthorized access to or breach of the Products which includes Customer Data ("Security Incident"), such Party will promptly notify the other in writing of the Security Incident and include the following information: (i) the nature of the Personal Information compromised and how the Security Incident occurred; (ii) the timing of the Security Incident; (iii) the steps taken by the impacted Party to resolve the Security Incident; and (iv) the measures to be undertaken and implemented to prevent a reoccurrence of the Security Incident. In the event of a Security Incident, GHD reserves the right to shut down the Product(s) to protect the Parties with reasonable notice to Customer and with no liability to GHD for these or other remedial actions.

7. Term and Payment. (a) The term of the license granted to Customer shall be set forth in the DSA and shall continue until the Agreement is terminated or expires pursuant to Section 15. Unless otherwise provided for in the DSA, upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of cancellation is delivered by one Party to the other thirty (30) days prior to the expiration date. GHD reserves the right to update these Terms at the expiration of each term. (b) Beginning on the first-year anniversary of the Effective Date and on each succeeding anniversary of the Effective Date during the term of this agreement, and for each renewal term, GHD shall be entitled to include a price increase of 5% to align with inflation as described in the Consumer Price Index in Canada (<https://www.statcan.gc.ca/en/start>) and the Federal Bureau of Labor Statistics in the US (<https://www.bls.gov/>). GHD will provide reasonable notice to Customer of price increases and any update in the Terms. Continued use of the Product beyond the expiration date shall be considered acceptance of the Terms. (c) GHD shall invoice Customer on a periodic basis for the applicable fees as set forth in the DSA. Customer agrees to pay such invoices within thirty (30) calendar days after the date of the applicable invoice. Unpaid invoices will be subject to a charge of one (1.0%) percent per month on any outstanding balance. (d) GHD shall provide Customer with notice of the unpaid invoices and if payment has not been made by Customer within thirty (30) days of such notice, GHD reserves the right without liability to suspend the Products or Customer's access to the Products. (e) In addition to the rates or charges for the Products specified in the DSA, Customer shall pay all local, federal, and state/provincial sales tax, goods and services tax, value added tax, and other taxes applicable to the provision of the Products.

8. Customer Responsibilities. (a) Customer shall license all third party software and obtain all hardware, at Customer's sole expense, that may be needed for Customer to operate the Products. (b) Customer shall abide by all laws, regulations, and ordinances applicable to the use of the Product, and the terms of this Agreement. Customer assumes responsibility for all acts or omissions of its Authorized End Users and agrees to indemnify and hold GHD harmless from any claim howsoever arising from the acts or omissions of its Authorized End Users. (c) Customer shall comply with any demand by GHD to correct, discontinue, or remedy any violation of applicable laws, or regulations, pertaining to Customer Data or any other content collected or used by the Products. (d) Customer may subscribe and consent to receive outage notifications, release notes, and/or other marketing material from GHD. Failure to subscribe may result in Customer not receiving information relevant to their use of the Product. (e) Unless the Customer utilizes Single Sign On ("SSO") where Customer manages their own active directory, Customer will promptly provide to GHD a list of names and other requested information to register each Administrative User to use the Products and shall notify GHD in writing as to any changes including termination of the Administrative Users. Each Administrative User will have a unique User ID for his or her access to the Products which cannot be shared nor transferred. Customer will adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and will promptly take steps to remove access for such unauthorized persons and notify GHD if the security or integrity of a User ID or password has been compromised. The number of Administrative Users licensed shall be as set forth in the DSA. Customer may permanently reassign an Administrative User license from one individual to another individual by (1) notifying GHD of the Administrative User whose use of the Products is being terminated and (2) the individual to whom the Administrative User license will be reassigned. Each additional Administrative User may require an additional fee, the amount for which is specified in the DSA. (f) Customer is responsible for all content sent via notification tool, to ensure notifications sent follow anti-spam legislation and will manage subscribers within local laws. Mass notification functionality will only perform up to the levels noted in section 12. Service Levels. (g) Project kick off meeting must occur within the first 3 months following the Effective Date. Project timeline will be provided during Project Kick off meeting. A delay is defined as any instance where the Customer's inaction or delay in meeting agreed deadlines extends any project milestone timeline by more than 15 days beyond the planned schedule. For Customer caused delays, there will be a restart fee representing 30% of implementation fees. In the event that the project timeline is interrupted due to Customer delay, GHD will provide an adjusted project schedule following payment of the Restart Fee. Following payment of the Restart Fee, GHD will take commercially reasonable effort to realign resources, timelines, and priorities. GHD will make all reasonable efforts to adhere to the timeline and deliverables agreed upon during the kickoff meeting, provided that the Customer fulfills their obligations as stipulated in these Terms. GHD shall not be liable for any project delays or missed deadlines resulting from Client's failure to adhere to the agreed timeline, nor shall such delays constitute a breach of these Terms by Company.

9. Change Order. Customer may request a modification to the DSA by written request to GHD. The requested changes will become effective only when a change order which

describes the scope of the changes, the timing for the performance of any Services, and any fees resulting from the changes is executed by authorized representatives of both parties ("Change Order"). Upon execution, a Change Order will become part of this Agreement.

10. Customizations & Integrations are defined as the process of creating software applications, integrating third-party systems, Website custom theme design, implementing custom modifications to Products, or extending Products to meet a specific Customer's requirements. A one-time professional service fee for this work will be outlined in the DSA. A one-time professional service fee for this work will be outlined in the DSA. The annual fee includes licensing and hosting only, maintenance and upgrades will be billed on a time-and materials basis and quoted using commercially reasonable efforts. (i) GHD may provide services or Product customization ("Deliverables") as set forth in the DSA. (ii) If the DSA provides Deliverables for evaluation or test purposes (e.g., demo, test, or trial-versions), the Customer's use such version is limited to (a) internal evaluation or test purposes by Customer and, (b) the time period specified by GHD during implementation planning ("User Acceptance Testing" or "UAT"). UAT plans will include tests of all major functions, processes, and interfacing systems. Use of the Deliverables under this section may be subject to functional restrictions, and any use is at the Customer's own risk. GHD disclaims all liability arising from use of the Deliverables during UAT. (c) Unless otherwise specified, Customer shall inspect Deliverables and conduct an acceptance during the Acceptance Period defined by GHD ("Acceptance Period"). Customer shall review and inspect the Deliverables and shall either (i) Provide written acceptance, or (ii) Notify GHD of any non-conformities ("Deficiencies"). GHD will respond within thirty (30) business days and extend the Acceptance Period if necessary. Failure to provide notice of acceptance or rejection constitutes acceptance by Customer. Upon acceptance, GHD will issue an invoice will be issued for any annual or unpaid one-time implementation fees specified in the DSA. In the event the Customer finds the Deliverables do not conform to the DSA, within ninety (90) business days following acceptance, GHD will take commercially reasonable steps to remedy the Deliverables. Beyond this period, any further remediation will be billed on a time-and-material basis via a Change Order. Support requests can be submitted through your GHD contact or our Support team. Our Support team cannot provide support under our Product SLA for Customizations and Integrations, including but not limited to change of specifications, endpoints, security requirements, accessibility requirements, software deprecation, changes to third-party environments. GHD shall retain all IP and Intellectual Property Rights created by GHD under this Customization & Integration provision. Limitation of Use: i) Any UAT, test environments or assets will not be used for Productive Use. "Productive Use" means an environment used for Customer's business purposes rather than testing. All major upgrades, modifications, and new systems must be tested by the appropriate users prior to production deployment ("Production"). ii) for Function Triggers: up to 100,000 request per calendar month per application, not to exceed 200,000 requests across all applications per calendar month, iii) API (Application Programming Interface) Calls: up to 250,000 calls per calendar month per application, not to exceed 500,000 API calls across all applications per calendar month, iv) for Web Requests: up to 500,000 per calendar month per application, 1,000,000 web requests across all applications per calendar month, v) Application: Limited to 10 applications per customer. "Application" is defined as code required to execute to fulfill to deliver the solution, where a Customer may have multiple applications to provide the Deliverable. It's estimated that each customer will average 2 applications. "Function Trigger" is defined as application code that executes in GHD's environment to complete processing as part of an Application. "API Calls" are defined as requests made to an Application Programming Interface to retrieve data or initiate a Function Trigger to run. "Web Request" is defined as a request to retrieve a static resource including but not limited to JavaScript files, Cascading Style Sheets (CSS) files, images and documents. Rights in the Deliverables created by GHD under this Product Customization provision.

11. Equipment. GHD will not furnish equipment or materials necessary for the Product to Customer and its Authorized End Users, except as expressly provided in the DSA ("Equipment"). If Equipment is provided to Customer by GHD, all Equipment is the sole and exclusive property of GHD. Customer agrees to promptly deliver Equipment, at Customer's cost and risk of loss, to GHD at the end of the license term or earlier, as requested by GHD.

12. End User Terms. The Customer shall provide a set of terms and conditions applicable to all Authorized End Users and remain responsible for its contents (often referred to as an End User License Agreement or Terms of Service/Use, herein referenced as the "EULA"), which shall be incorporated by GHD into the Product. GHD is not liable for the contents of the Customer's EULA. However, Customer is required to include in the EULA provisions which limit risk to Customer and GHD, and which are located at: https://www.ghd.com/en/resources/trustcenter/End_User_Licensing_Agreement_Provisions_1_0.pdf and or available upon request (the "Mandatory Provisions"). Failure to include the Mandatory Provisions in the EULA, or mutually agreement provisions which meet the same intent, is deemed material breach of this Agreement. Customer agrees GHD is harmless for any liability arising under or in connection with the EULA, including but not limited to, failure to include the Mandatory Provisions.

13. Third Party Integrations Fees. Product may be used by Customer in conjunction with one or more third party services. Customer's use of third-party services in conjunction with the Product may be subject to separate fees and Third Party Terms. The functionality of third party integrations may be limited by the availability of data sources from third parties and access to data sources from the third party's vendors. In the event Customer requests third party services be integrated into the Product, the Services required will be addressed through a Change Order, which will be subject to a third party integration fee.

14. Default. Customer shall be in “Default” if (i) Customer or its Authorized End User breaches any of the terms of this Agreement, (ii) GHD has reasonable grounds to believe that Customer or an Authorized End User is in breach of this Agreement, or (iii) there is the institution by or against Customer of insolvency, receivership, bankruptcy proceedings or upon Customer ceasing to do business. If GHD reasonably believes Customer to be in Default, GHD shall provide Customer with notice of the nature of such Default. If the Default has not been cured by Customer within thirty (30) days of such notice, GHD shall have the right, at its sole discretion and without notice, to take such remedial actions as it deems appropriate, including without limitation: (i) suspending or terminating Customer's license to access the Products without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending, or terminating the subscription of, access to, or current or future use of the Products; (iii) removing any Customer Data that Customer or its Authorized End User has submitted, posted, or displayed; (iv) imposing other restrictions on Customer's use of any features or functions of the Products as GHD may consider appropriate in its sole discretion; and (v) any other corrective actions or penalties that may be available to GHD in law, equity, or contract. GHD shall be in Default if (i) GHD breaches any of the terms of this Agreement, or (ii) insolvency, receivership, bankruptcy proceedings initiated by GHD or upon GHD ceasing to do business. If GHD is in Default, Customer shall provide GHD with notice of the nature of such Default. If a Default, other than a breach of the Warranty obligations in Section 16 of these Terms, has not been cured by GHD within thirty (30) days of such notice, Customer shall have the right to terminate Customer's license to access the Products without further liability for payment, provided all amounts due GHD prior to the Default have been paid. If a Default is a breach of the Warranty obligations in Section 16 of these Terms and such Default has not been cured by GHD within one hundred twenty days (120) days of such notice, Customer shall have the right to suspend payment due GHD until such Default is cured. If GHD is unable or unwilling to cure the Default, GHD shall be entitled to terminate this Agreement.

15. Termination and Suspension. The provision of the Products shall expire as set forth in the DSA. Unless explicitly permitted by this Agreement, Customer may not terminate this Agreement during the term of the license as set forth in the DSA without written authorization from GHD. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Product. No expiration, termination, or suspension will affect Customer's obligation to pay all fees due pursuant to the DSA. Customer shall have no right to a refund of any previously paid fees. Any suspension of access to the Products resulting from a Default shall not constitute a termination of the Agreement. Customer's access to the Products shall resume upon Customer no longer being in Default, and upon payment by Customer any costs directly related to the restoration of access to the Products. GHD shall have the right to terminate this agreement as set forth in other provisions of this Agreement.

16. Warranty. (a) GHD warrants the functionality of the Product as set forth in the SLA and that the Product will meet applicable accessibility laws in place during the term of this Agreement, except that GHD has no responsibility to monitor or correct any content provided, generated, or uploaded by Customer. (b) Customer understands that the Product, or some features thereof, may be temporarily or permanently discontinued, changed, upgraded, improved, or limited, with reasonable notification to Customer. If, as a result of these changes, the Product is no longer supported by GHD, its vendors, or third parties, GHD shall have the right to terminate portions of, or the entire Agreement. (c) Customer acknowledges that use of the Products is at Customer's own risk, except as otherwise provided herein. GHD is not responsible for protection or privacy of information transferred through the Internet or any other network Customer may utilize. Sensitive data may be protected with the use of encryption that does not violate any governing laws or regulations. Customer acknowledges that GHD has no control over and accepts no responsibility for Customer Data hosted by Customer. (d) EXCEPT AS EXPRESSLY SET OUT IN SECTION 16(a), THE PRODUCTS ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES, GUARANTIES, OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, AT COMMON LAW, BY COURSE OF CONDUCT OR USAGE IN THE TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES REGARDING ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR USE OR PERFORMANCE. GHD DOES NOT WARRANT THAT THE PRODUCTS WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT IT WILL OPERATE IN ALL COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ANY DEFECTS IN THE PRODUCTS WILL BE CORRECTED OR THAT ANY DATA IS COMPLETE OR WHOLLY ACCURATE, OR THAT THE PRODUCTS WILL FUNCTION WITHOUT FAILURE OR INTERRUPTION. (e) UPON CUSTOMER NOTIFYING GHD OF ANY ERRORS, BUGS, OR OTHER PROBLEMS IN THE PRODUCTS, GHD'S SOLE AND EXCLUSIVE RESPONSIBILITY WILL BE TO PROVIDE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH PROBLEMS TO THE EXTENT COMMERCIALY FEASIBLE. (e) The Products may contain Third Party Content. Customer acknowledges and agrees that GHD is not responsible or liable for: (i) the availability or accuracy of such Third Party Content. Links to or use of Third Party Content does not imply any endorsement by GHD of the Third Party Content. Customer has the sole responsibility for and assumes all risk arising from Customer's use of any such Third Party Content. Customer further acknowledges that Customer's use of Third Party Content will be subject to the Third Party Terms applicable to such content.

17. Indemnification. (a) GHD agrees to indemnify and hold harmless Customer from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the extent they are caused by the gross negligence

or willful misconduct of GHD or based on a claim that the Products infringe on any patent, copyright, trademark, or other intellectual property right of a third party; provided however, that GHD shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Products by Customer or any third party not specifically authorized by GHD, (ii) any combination of the Products by Customer with other programs or data not furnished by GHD; or (iii) any use of the Products by Customer or its Authorized End Users that is prohibited by the EULA or is otherwise outside the permitted of use for which the Products are intended. (b) Notwithstanding anything to the contrary contained or implied herein, the GHD Indemnitees (defined below) shall have no liability for any damages, whatsoever relating to the tools, third party software, third party products, or any products or services not developed or provided by GHD. (c) Customer agrees to indemnify and hold harmless GHD, its parents, subsidiaries, affiliates, officers, directors, employees, agents, vendors, subcontractors, and any successors or assigns (together the “GHD Indemnitees”) from and against any and all losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the extent caused by (i) any negligence or willful misconduct of Customer, (ii) Customer Data and Customer material infringement of any third party rights, or (ii) any breach by Customer of the terms of this Agreement.

18. Limitation of Liability. (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE CAUSED BY NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS; OR FOR ANY DAMAGES BASED IN CONTRACT; OR FOR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY; THE GHD INDEMNITEES' LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO GHD DURING THE TWELVE (12) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT UPON WHICH LIABILITY IS PREDICATED FOR THE PRODUCTS PROVIDED BY GHD HEREUNDER. (b) EXCEPT AS EXPRESSLY SET OUT HEREIN, THE GHD INDEMNITEES SHALL NOT BE LIABLE TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH OR UNDER CUSTOMER, OR TO ANY THIRD PARTY FOR ANY LIABILITY, EXPENSE, INJURY, CLAIM, PENALTY, FINE, INTEREST, OR CAUSE OF ACTION WHATSOEVER OR HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY, OR FOR LOSS OF PROFIT OR REVENUES, BUSINESS INTERRUPTION, CONTRACT, GOODWILL, OR OTHER BUSINESS OR ECONOMIC LOSS, OR FOR LOST OR DAMAGED DATA, THE AVAILABILITY OF DATA, OR DAMAGE TO NETWORK, COMPUTER, SERVER, OR THE PRODUCTS.

19. Dispute Resolution. Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement provided hereunder. The matter may be submitted to the judicial system set forth in Section 20, in which event all litigation and collection expenses, witness fees, court costs, and reasonable legal fees shall be paid to the prevailing Party.

20. Choice of Law. If Customer resides in the United States, the laws of the State of California shall govern this Agreement, without reference to conflicts of law rules or principle. If Customer reside in Canada the laws of the Province of Ontario and the laws of Canada applicable therein shall govern this Agreement. Both GHD and Customer specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Customer shall bring any action, suit, or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

21. Contracting Entity. The term GHD Digital used herein is a marketing name for the entities licensing the Product. For Customers located in the United States of America, the Product is licensed from GHD Services Inc, a Delaware corporation with offices at 2055 Niagara Falls Blvd., Niagara Falls, NY 14304, USA. For Customers located in the Canada, the Product is licensed from GHD Digital (Canada) Limited, formerly eSolutions Group Limited, an Ontario corporation with offices at 455 Phillip St., Waterloo, ON, N2L 3X2, CA.

22. Force Majeure. GHD will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any unforeseen or unavoidable cause reasonably beyond the affected Party's control (“Force Majeure”). Force Majeure may include, but is not limited to natural events, pandemic, labor, or civil disruption, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions.

23. Notice. Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered by email to the respective Party's contact identified in the Agreement, or at such other address as may be changed by either Party by giving written notice thereof to the other. All notices to GHD pertaining to this Agreement shall be delivered to digital-legal@ghd.com.

24. Insurance. GHD agrees to carry throughout the Term of this Agreement insurance coverage appropriate to its Products and Services. The certificates of insurance, incorporated herein by reference, confirm GHD's policy details for its commercial general liability, technology professional liability, and cyber liability insurance in effect at the Effective Date. Upon Customer's request, GHD will provide certificates of insurance stating Customer as a certificate holder.

25. Service Levels. The Product will meet or exceed the minimum service level standards set out in the Service Level Agreement (“SLA”), subject to change without notice, published at https://www.ghd.com/en/resources/trustcenter/ServiceLevelAgreement_1_0.pdf and incorporated into this Agreement.

26. Piggyback Clause. This Agreement may be used by other institutions (such as state, province, local and/or public corporations or agencies) who express an interest in piggybacking on this contract in accordance with the terms and conditions of this Agreement at the pricing offered by GHD to Customer at the time of piggybacking. GHD agrees that Customer shall bear no responsibility or liability for any agreements between GHD and the other Institution(s) who desire to exercise this option.

27. General. (a) Third Party beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties. (b) Waiver. No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof. (c) Successors and Assignment. Customer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of GHD. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. (d) Severability and Survival. The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations, indemnifications, or limitations of liability contained within this Agreement shall survive the termination of this Agreement. (e) Authority. Customer represents and warrants that the individual accepting this Agreement is doing so with full and complete authority to bind Customer on whose behalf they are acting to every term of this Agreement. Acceptance of this Agreement signifies that Customer has read and agrees with all terms and conditions referenced in this Agreement. (f) Entire Agreement. The DSA, these Terms, and any documents referenced in either document constitute the complete and final agreement between GHD and Customer regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the DSA or the Products. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.

ADDENDUM NO. 1 TO **DIGITAL SOLUTIONS AGREEMENT**

Digital Solutions aka GHD Services, Inc. is designated Contractor for purposes of this Addendum.

Public Records

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

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

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

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

Conflict of Interest per Ch. 112, Part III

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

Third Party Beneficiaries

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

Public Entity Crimes or Convicted Vendor List Statement

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

Anti-Discrimination

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

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

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

Discriminatory Vendor List

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

Prohibition on Gratuities and Kickbacks

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

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

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

Scrutinized Companies pursuant to Sections 287.135 and 215.473, Florida Statutes

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

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

E-Verify Requirements

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

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

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

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

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

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

Environmental and Social Government and Corporate Activism

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FRUITLAND PARK, FLORIDA

GHD SERVICES, INC

Karen Manila, City Manager

Signature of Contractor's Authorized Official

Date: _____

Date: _____

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

GHD Services, Inc

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

End User License Agreement Terms Mandatory Provisions

Terms and Conditions of Use (the “Terms”)

BY ACCESSING THIS SITE, YOU SIGNIFY ACCEPTANCE OF THESE TERMS.



1. Grant of license

- 1.1 In consideration of and subject to these Terms, the entity providing this Website (including its affiliates, vendors, subcontractors, and sub-processors) (together the “Site Owner”) grants to You a nonexclusive, nontransferable, revocable license to use and access this Website, including any upgrades and new version releases that may be available from time to time (the “Website”) for the purposes intended by the Site Owner.
- 1.2 You understand that some of the features may be temporarily or permanently discontinued, changed, upgraded, improved, or limited, without prior notification to You and without liability to the Site Owner.
- 1.3 If you are participating in a trial of any feature, product, or service, including but not limited to AI chatbot functionality, such access is granted for a limited period (the “Trial Period”) solely for evaluation purposes which can expire at anytime without notice. Usage data and feedback may be collected and shared during the Trial Period to evaluate product performance, support feature improvements, and inform pricing models.

2. Acceptable Use Policy

- 2.1 You are responsible for keeping your user ID, password, and account information private and confidential. The obligation of confidentiality shall survive the termination of this Agreement.
- 2.2 You shall not input or provide content that could be subject to government regulation, content that may require enhanced security measures, or personal data into the Website, without obtaining prior written consent or direction from the Site Owner.
- 2.3 You authorize the Site Owner to store, process and use Your contact information and account data for business dealings with You.
- 2.4 The Website is to be used solely for the legitimate purposes intended by the Site Owner.
- 2.5 You shall not copy, reproduce, translate, adapt, vary, modify, decompile, disassemble, or reverse engineer the Website, nor assign, license, sublicense, sell, rent, loan or otherwise provide the Website in whole or in part or in any form or variation to any person.
- 2.6 You acknowledge that all intellectual property rights in the Website are the property of the Site Owner or its vendors and nothing in this Agreement implies the transfer of any such rights to You.
- 2.7 You may not, through its own operations, circumvent user authentication or security of any host, network, or account, cause disturbances, outages or other problems which may affect the Site Owner's network or network-based equipment, or which may adversely affect the Site Owner's ability to provide the Website.
- 2.8 The Site Owner reserves the right to, at its sole determination and without notice, remove any material or data and to block the use of the network for one or more users when their use or purpose does not meet these Terms.
- 2.9 You may not use the Website to access any computer systems, software, data or any confidential, copyright protected or patent protected material of any other person without the knowledge and consent of such person, make unauthorized attempts to gain access to any account or computer resource not belonging to You (i.e., engage in "spoofing") or otherwise gain unauthorized access to, alter or destroy any information of another person by any means or device.
- 2.10 You may not use the Website to upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software, or other material which is confidential, protected by copyright or other intellectual, property or proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder.
- 2.11 You agree not to input any confidential, proprietary, regulated, or sensitive personal information into any AI-powered features or tools available through the Website. You shall not rely solely on AI-generated outputs for decision-making in legal, financial, or operational matters without human verification or oversight. You acknowledge that responses are generated using probabilistic models and may be incomplete or inaccurate

3. Term

- 3.1 This License shall, at the option of the Site Owner, terminate immediately and without notice in the event You fail to comply with any of the Terms. Any such termination shall be in addition to and without prejudice to such rights and remedies as may be available to either party, including injunction and other equitable remedies. Upon receipt by You of notice of termination from the Site Owner, End User shall immediately cease accessing or using the Website.

4. Warranty, Disclaimer, Limitation of liability, Indemnity

- 4.1 EXCEPT AS EXPRESSLY SET OUT HEREIN, ACCESS TO THE WEBSITE IS PROVIDED WITHOUT WARRANTY OF ANY KIND. THE SITE OWNER DOES NOT WARRANT THAT THE WEBSITE WILL MEET ALL OF YOUR EXPECTATIONS OR THAT IT WILL OPERATE IN ALL COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU OR THAT THE OPERATION OF THE WEBSITE WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED OR THAT ANY DATA OR DOCUMENT IS COMPLETE OR WHOLLY ACCURATE, OR THAT ANY PRODUCT OR SERVICE WILL FUNCTION WITHOUT FAILURE OR INTERRUPTION.
- 4.2 The SITE OWNER HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND COLLATERAL CONTRACTS, EXPRESS OR IMPLIED BY STATUTE, AT COMMON LAW, BY COURSE OF CONDUCT OR USAGE IN THE TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES REGARDING ACCURACY, NON-INFRINGEMENT, COMPLETENESS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PERFORMANCE.
- 4.3 The Site Owner shall not be responsible and disclaim any and all liability to You or any other person for consequential or other indirect damages and implied warranties, including the implied warranties of non-infringement, merchantability and fitness for a particular purpose, or for any loss or damage whatsoever or howsoever caused or arising in connection with the Website, or its use, including but not limited to any loss or damage arising as a result of the adequacy, performance or nonperformance of any product or service, or in respect of equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings, lost or damaged data, the availability of data, stoppage of work or impairment of any property, the usage or inability to use the Website, or for any other commercial or economic losses of any kind .
- 4.4 You shall indemnify and save harmless the Site Owner from and against all claims, cause of action, demand, liability, damages, or costs howsoever arising from Your misuse of the Website or regarding the infringement of any patent or other proprietary right or otherwise due Your actions or inactions.
- 4.5 The Site Owner shall have no liability for any damages, whatsoever relating to the third-party tools, products, or any goods or services not developed or provided by the Site Owner.
- 4.6 Artificial Intelligence (AI) features may be used to assist with providing general information or suggested responses based on publicly available content or previously supplied data. These responses are generated automatically and are provided "as is." Site Owner makes no representation or warranty regarding the accuracy, reliability, or applicability of AI-generated responses. You understand and agree that: (i) AI responses may not reflect the views, policies, or guidance of the Site Owner; (ii) critical or sensitive information should be verified independently; (iii) Site Owner shall not be liable for any actions taken in reliance on AI responses; and (iv) AI features should not be used as a substitute for professional or expert advice. By using AI functionality, You expressly accept these terms and bear all associated risks.

5. Service Providers & Other Web Sites

- 5.1 To provide and process the services you request, the Site Owner may share your PII (Personally Identifiable Information) with service providers that perform certain services or functions on our behalf. The Site Owner may also use technology partners, such as AI service providers to deliver certain services and features, subject to the same confidentiality and data protection commitments.
- 5.2 The Website that may link you to other Website that do not operate under the Site Owner's information privacy practices. If you visit these third-party Websites, the Site Owner's information privacy practices no longer apply. We recommend that you examine the terms and conditions for all third-party Websites.

6. General

- 6.1 Force Majeure. The parties shall not be liable for delays in delivery or performance due to causes beyond their reasonable control.
- 6.2 Assignment. This Agreement is personal to You and shall not be assigned by You without the prior written consent of Site Owner. Any attempt by You to assign any rights, duties or obligations which arise under this Agreement shall be void in the absence of such written consent. This Agreement shall ensure to the benefit of and be binding on the parties' successors and permitted assigns.
- 6.3 Waiver. Failure or neglect by either party to enforce any of the provisions of this Agreement shall not be construed or deemed a waiver of that party's rights hereunder, nor in any way affect the validity of the whole or any part of this Agreement, nor prejudice that party's rights to take subsequent action.

Service Level Agreement

Effective date: June 13, 2022

This Service Level Agreement ("**SLA**") is incorporated into, and is subject to the terms and conditions of, the Digital Solutions Agreement ("**Agreement**") between the GHD Digital entity set forth in the Agreement ("**GHD**") and the customer entity that is a party to the Agreement ("**Customer**"). This SLA is used as a tool to measure and guide GHD and Customer in achieving the goals for effective delivery of all licensed applications, software, hosted data, or other services (the "**Product**") to Customer. This SLA applies only to service outages directly related to services provided within the network of GHD which may include any applicable GHD vendors ("**GHD Network**").

The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to Customer by GHD. The objective of this SLA is to:

- Provide clear reference to service accountability, roles, and/or responsibilities.
- Present a clear, concise, and measurable description of service provision to Customer.
- Match Customer's expectations for service provision with actual service support and delivery.

GHD will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any unforeseen or unavoidable cause reasonably beyond the affected Party's control ("**Force Majeure**"). Force Majeure may include, but is not limited to natural events, pandemics, labor or civil disruption, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions.

1. Definitions

1.1 "**Maintenance**" means scheduled Unavailability of the Product, as announced by us prior to the Product becoming Unavailable.

1.2 "**Monthly Uptime Percentage**" is calculated by subtracting from 100% the percentage of minutes during the month in which the Product was Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusions.

1.3 "**SLA Exclusions**" are situations where the Product is not running or not reachable as a result of (i) a suspension pursuant to the applicable terms and conditions and/or license agreement; (ii) factors outside GHD's reasonable control (for example, Force Majeure events or a network or device failure external to GHD's network, including at your site or between your site and GHD's network); (iii) any actions or inactions of Customer or any third party; (iv) failure of the equipment, software, or other technology of Customer or any third party; or (v) any Maintenance.

1.4 "**Unavailable**" and "**Unavailability**" mean when your Product is not running or not reachable due to GHD or GHD vendor's fault, other than due to SLA Exclusions.

1.5 "**Service Credit**" is a credit calculated as indicated in Section 2.4, which GHD may credit to Customer's eligible account.

2. Service Measures

2.1 Availability

Measurement	Definition	SLA
Monthly Uptime Percentage	GHD will use commercially reasonable efforts to make the Product available for use by Customer, subject to the SLA Exclusions.	24 x 7 x 365, 99.95% average over a month not including scheduled Maintenance (which is roughly 4 hours/year)
Problem Response Time	Provision of Customer support. Primary coverage will be 8AM EST- 8PM EST, Monday through Friday, with limited support during statutory holidays.	The table 2.3 outlines the severity levels and the response times.
Emergency After Hours Support	In the event of a Severity Level 1 or Severity Level 2 incident outside of the primary coverage hours, please call: 1+866-691-5528 to report the incident by following the prompts and leaving a message which will notify an escalation analyst.	Calls returned within 15 minutes.
Problem Resolution	Provision of any correction for a reproducible error in the Product. Primary support hours for correction will be during Customer's core business hours (9am-5pm) Monday through Friday, excluding statutory holidays.	The table 2.3 outlines the severity levels and the resolution times.

2.2 Support Packages

Support Package	Package Details	Package Description
Standard	Included with purchase of any Product: 2 named contacts - Email and Online Portal - Online Resource Centre - After Hours Priority Phone Support for Severity 1 & 2 Incidents. (See to table 2.3)	Named Contacts - Designate 2 members of your team authorized to contact Customer support and log tickets Access to our online support portal - Create and review your tickets - View ticket priority - Update ticket notes or status - Close or re-open resolved tickets - View tickets for your entire organization - Portal URL: https://support.ghddigitalpss.com Online Resource Centre - Access to product knowledge articles, news, release notes: https://resourcecentre.ghddigitalpss.com
Advanced	Optional package - Includes Standard Package 6 named contacts - Phone Support - Priority Incident Escalation - Custom Status Page	Named Contacts - Total of 6 members of your team authorized to contact Customer Support and log tickets Phone Support - Speak live to support agent during regular business hours - Receive priority escalation for Sev.1 and Sev.2 incidents and service requests Custom Status Page - Service availability page for subscribed products - Receive real-time service alerts and updates

2.3 Priority Levels

Severity Level	Description	Standard Response Time	Advanced Response Time
1	Impact Extensive Full Outage. The product is completely down and is not operational, or the operation of a mission critical application is severely impacted by the problem and work cannot reasonably continue. <i>E.g., System offline or crash incident occurred, critical business application functions cannot be performed or data loss.</i> Immediate action taken to return the product to normal operation state with the highest priority.	Within 1 hour	Within 30 Minutes
2	Impact Significant Failure of Functionality. There is limited use of the product. Some features work, but others do not. The product is subject to periodic interruptions and is considered unstable or performance has degraded. No acceptable work around exists. <i>E.g., An impairment to a product where important business functions cannot be used, accessed, or consumed with any level of consistency. Immediate action taken to return product or service to normal operation state with the highest priority.</i>	Within 3 hours	Within 2 hours
3	Impact Moderate Limited or Non-critical failure of functionality. No significant effect on productivity or overall Product usage. This includes issues that have workarounds. <i>E.g., A problem that results in a minor or limited loss of service; however, you experience an inconvenience to your business operations.</i> All efforts will be made to restore product or service to normal operating state. In the event of a defect requiring software code development to resolve, the problem will be assessed, and resolution timetable communicated to the customer within 7 to 14 business days.	Within 1 Business Day	Within 4 Business hours
4	Impact Nominal Used for cosmetic issues, small feature requests and all non-critical or non-time sensitive issues. There is no impact on the quality, performance, or functionality of the product or service. <i>E.g., Service is operational, request to add or configure features, load, or update content.</i>	Within 2 Business Days	Within 1 Business Day

2.4 Maintenance

GHD periodically adds, repairs, and upgrades the Products and shall use its best efforts to accomplish this without affecting Customer's access to any Products; however, repairs of an emergency or critical nature may result in the Products not being available for Customer's usage during the course of such repairs. GHD reserves the right to suspend access to the Product in order to conduct routine maintenance to both Products and hardware according to the following protocols:

Item	Description	Commitment
Standard Maintenance Window	During Customer's non-business hours - between 10PM - 5AM local time	GHD will announce maintenance window 7 days ahead of time that aligns with Customer's non-business hours
Scheduled Maintenance	Routine, scheduled maintenance will be performed inside the maintenance window.	Customer will be notified through designated point of contact.
Non-Scheduled/Emergency Maintenance	May be performed outside the maintenance window and will be counted as unscheduled downtime.	Customer will be notified as soon as commercially reasonable.

2.5 Service Credits

Service Credits are calculated as a percentage of the value of the monthly service, based on the applicable Order, during which GHD did not respect its commitment to monthly uptime. Service Credits do not entitle the Customer to any refund or other payment owed to GHD.

Monthly Uptime Percentage	Percentage of Service Credit (per month)
Less than 99.95% but equal to or greater than 99.00%	20%
Less than 99.00%	40%

In order to claim a Service Credits, Customer must: (i) request all Service Credits in writing to GHD within thirty (30) days of the incident; and (ii) identify the relevant incident.

GHD will acknowledge receipt of a claim within five (5) calendar days and will review all claims within ten (10) calendar days after receipt and inform the Customer in writing by electronic email whether the Service Credits will be issued or whether the claim is rejected specifying the basis for rejection. GHD will pay in the form of a credit to Customer's account with a Credit Note issued via email.

3. Contact Support

For the fastest support please submit a ticket through our Incident Portal. For customers subscribed to Advanced Support package; or for Severity 1 and Severity 2 outages, please use our Phone option and follow the prompts.

Incident Portal: <https://support.ghddigitalpss.com>
Email: productsupport@ghd.com
Phone: 1+866-691-5528

3.1 Escalation Procedures

GHD's escalation procedures are meant to raise the visibility and importance of Customer's problem internally for any given Product. At the discretion of GHD, Customer product support issues may be escalated internally to manager of customer support or technical operations manager. For escalations, please reach out:

Manager of Customer Support

Contact: Andre Labonte
Phone: 1+ 519-340-4226
E-mail: ticket-escalation.ghddigital@ghd.com

Technical Operations Manager

Contact: Ben Barnes
Phone: 1+519-340-3981
E-mail: ticket-escalation.ghddigital@ghd.com

If Customer is not satisfied with a response from the product support staff, Customer may request that the issue be escalated by contacting a support representative.



Personal Information Processing Addendum

Effective Date: April 11, 2022

This Personal Information Processing Addendum ("**PII Addendum**") is incorporated into, and is subject to the terms and conditions of, the Digital Solutions Agreement ("**Agreement**") between GHD Digital ("**GHD**") and the customer entity that is a party to the Agreement ("**Customer**"). All capitalized terms not defined in this PII Addendum shall have the meanings set forth in the Agreement. For the avoidance of doubt, all references to the "Agreement" shall include this PII Addendum (including the SCCs (where applicable), as defined herein). This Agreement may be changed by GHD in its discretion from time to time. Any changed version of this PII Addendum applies from the date that it is posted to this website ("**Effective Date**").



1. Key Definitions

1.1 "**Applicable Privacy Laws**" means the State Privacy Laws and PIPEDA and the Provincial Privacy Laws where applicable.

1.2 "**Covered Personal Information**" means any Personal Information provided by or on behalf of Customer to GHD, collected by GHD on behalf of Customer, or otherwise made available to GHD pursuant to the Agreements. Covered Personal Information does not include "aggregate consumer information" or "deidentified" data as defined in the State Privacy Laws, or other information which is not "personal information" as defined under Applicable Privacy Laws.

1.3 "**Personal Information**" shall be interpreted consistent with the Applicable Privacy Laws, and includes at a minimum "personal information" as that term is defined in the CCPA and "personal data" as that term is defined in the CDPA and ColoPA, and "personal information" as defined under the PIPEDA and the Provincial Privacy Laws.

1.4 "**PIPEDA and the Provincial Privacy Laws**" means the Canadian federal Personal Information Protection and Electronic Documents Act, SC 2000, c 5, and the substantially similar provincial privacy laws and applicable provincial freedom of information and protection of privacy laws or any regulations or guidance issued pursuant thereto, all as may be replaced or amended from time to time.

1.5 "**State Privacy Laws**" mean US state privacy laws, which may include but shall not limited to the California Consumer Privacy Act, Cal. Civ. Code 1798.100 *et seq.*, as amended (the "**CCPA**"), the California Privacy Rights Act (the "**CPRA**"), the Virginia Consumer Data Protection Act, Code of Virginia title 59.1, Chapter 52 (the "**CDPA**"), the Colorado Privacy Act, Colorado Rev. Stat. 6-1-1301 *et seq.* (the "**ColoPA**"), or any regulations or guidance issued pursuant thereto.

1.6 The terms "**aggregate consumer information**," "**business**," "**consumer**," "**controller**," "**deidentified**," "**process**," "**processing**," "**processor**," "**sell**," "**service provider**," "**sharing**," and "**consumer request**" shall have the meanings given to those terms in the CCPA, CPRA, CDPA, and ColoPA. In the event of a conflict, the Parties agree Applicable Privacy Laws apply.

1.7 "**Services**" means the services provided by GHD to Customer as specified in the Agreements.

2. Terms of Data Processing

2.1 *Customer Instructions* – For GHD to effectively perform the Services, Customer instructs GHD to Process the Covered Personal Information for limited and specified purposes in connection with the provision or improvement of the Services. GHD shall not sell or share Covered Personal Information or collect, retain, use, or disclose Covered Personal Information for any purpose other than for the specific purposes of performing the Services as instructed in the Agreements and this Addendum or as otherwise set forth herein, and only within the context of the direct business relationship between Customer and GHD. The details of processing are provided in **Exhibit A** attached hereto.

2.2 *Retention* – GHD shall retain Covered Personal Information only for as long as necessary to fulfill its obligations pursuant to the Agreements and applicable laws. Upon Customer's written request and following expiration or termination of the Agreements, GHD will, at Customer's request, securely destroy any Covered Personal Information unless otherwise required by law.

2.3 *Compliance Documentation* -- Upon request, GHD agrees to make available to Customer information to reasonably demonstrate GHD's compliance with Applicable Privacy Laws, in accordance with the requirements of such Applicable Privacy Laws.

3. Parties' Responsibilities

3.1 For the purposes of the Agreement and this Addendum, Customer is the "business" or "controller" and GHD is the "service provider" or "processor" as such terms are defined or contemplated in the Applicable Privacy Laws. Notwithstanding anything to the contrary stated herein, the Parties agree that:

3.2 Each Party is responsible for its own compliance with applicable law, including the Applicable Privacy Laws. For example, (i) Customer shall ensure any Processing of the Covered Personal Information is in accordance with the requirements of the Applicable Privacy Laws; (ii) Customer has the sole responsibility for the accuracy, quality, and legality of the Covered Personal Information and means by which Customer acquired the Covered Personal Information; (iii) Customer represents and warrants that it has provided and/or obtained, to the extent required by Applicable Privacy Laws, all necessary notices, opt-out rights and/or consent to the Covered Personal Information being used, shared and processed for the purposes described herein; (iv) Customer will ensure that its collection, use, and disclosure of Covered Personal Information are reasonable in the circumstances; (v) Customer will, as required under the Applicable Privacy Laws, give effect to any withdrawals of such consent, and where the individual has withdrawn their consent to the processing of their Covered Personal Information, cease causing GHD to process such Personal Information, as required by the Applicable Privacy Laws; (vi) Customer will not cause or request GHD to process Covered Personal Information in any manner that is not compliant with the Applicable Privacy Laws; (vii) Customer represents and warrants that any other material that customer provides to GHD for use in the provision of the Services is compliant with all Applicable Privacy Laws; and (viii) with respect to any consumer or individual request to access, delete, or change Personal Information or other consumer request that Customer conveys in writing to GHD, Customer shall be responsible to: (a) verify the identity of the consumer or individual as required by Applicable Privacy Laws, (b) assist in locating the Covered Personal Information shared with GHD; and (c) determine whether a request should be complied with or whether any exceptions for compliance with the request apply. GHD shall reasonably cooperate with and reasonably assist Customer in responding to and fulfilling such requests with respect to the Covered Personal Information held by GHD for Customer.

(a) GHD reserves all rights and asserts all exceptions and exemptions to which it is entitled under the Applicable Privacy Laws, including but not limited to those stated in CCPA (Cal. Civ. Code 1798.105), ColoPA (Colo. Rev. Stat. 6-1-1304), or CDPA (Code of Virginia 59.1-578) (such as preserving Personal Information in order to protect against malicious, deceptive, fraudulent or illegal activity; or to comply with a legal obligation, etc.);

(b) In no event is GHD obligated to do more than it is strictly required to do by the Applicable Privacy Laws; and

(c) Each Party agrees that (i) it will notify the other Party upon determining that it can no longer comply with Applicable Privacy Laws, and (ii) take reasonable and appropriate steps to stop and remediate unauthorized use of Covered Personal Information held by GHD for Customer, upon notice from the other Party in accordance with this subsection.

(d) Customer acknowledges and agrees that Covered Personal Information may be stored and processed by GHD in the United States and/or Canada and represents and warrants that it has obtained all necessary consents or provided all necessary notices for such international transfers as required by Applicable Privacy Laws.

3.3 GHD shall:

a) cause its employees, agents, representatives and subcontractors to only provide or allow access to the Covered Personal Information to those employees, agents, representatives and subcontractors that need to access the information for the purposes of fulfilling the obligations under the Agreements and this Addendum; and

b) if not legally prohibited from doing so, notify Customer of any subpoena, warrant, order, demand, requirement or request (including any national security letter) made by a governmental authority for the disclosure of Covered Personal Information.

EXHIBIT A

DATA PROCESSING ADDENDUM

Duration of the processing	The Processing of Covered Personal Information by GHD under the Agreement is for the duration of the term of the Agreement and the longer of such additional period as: (i) is specified in any provisions of the Agreement regarding data retention; and (ii) is required for compliance with law.
Nature of the processing	Such processing is necessary to enable GHD to comply with its obligations and exercise its rights under the Agreement, including collection, recording, organization, structuring, storage, retrieval, use, or transmission processing activities.
Purpose of the processing	The purpose of the processing is to perform GHD's obligations and exercise its rights under the Agreement, including the performance of functions required or requested by Customer for compliance with its statutory or contractual obligations.
Covered Personal Information types	Covered Personal Information includes, such information as identified by the Customer in the Agreement.
Obligations and rights of the parties	The obligations and rights of the Parties are set forth in the Agreement.

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

ITEM TITLE: First Reading and Public Hearing – Ordinance 2025-009 Large Scale Comprehensive Plan Amendment – Pine Ridge Dairy Subdivision for 52.52 +/- acres generally located South of Pine Ridge Dairy Road and west of Brookstone Lane Petitioner: Peterson & Myers, PA (Shelton Rice) on behalf of the owner, Pine Ridge Park, LP.

MEETING DATE: August 28, 2025

DATE SUBMITTED: July 31, 2025

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

BRIEF NARRATIVE: Applicant is seeking voluntary annexation into the city to receive city services and develop a proposed 198-unit single family subdivision with 50' and 60' lots. The property currently has a Lake County Future Land Use Map (FLUM) designation of Agriculture and is requesting a Fruitland Park FLUM designation of Single-Family Medium Density at 3.79 units/acres.

FUNDS REQUIRED: None

ATTACHMENTS: Ordinance 2025-009, location map, advertising affidavit

RECOMMENDATION: Recommend to consider approval of Ordinance 2025-009

ACTION:

ORDINANCE 2025-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3184, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN LOW AND URBAN MEDIUM TO CITY OF FRUITLAND PARK SINGLE-FAMILY MEDIUM DENSITY OF 52.66 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH PINE RIDGE DAIRY ROAD, AND WEST OF U.S. HIGHWAY 27/441; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Shelton T. Rice, Esq., Peterson & Myers, P.A., as Applicant, on behalf of the Owner, Pine Ridge Park LP, requesting that approximately 52.66 ± real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Multi-Family Low Density" under the Comprehensive Plan for the City of Fruitland Park; and

WHEREAS, the City Commission is willing to approve Single-Family Medium Density and the applicant has agreed; and

WHEREAS, the required notice of the proposed large 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 52.66± acres generally located south of Pine Ridge Dairy, and West of Highway 27/441 as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Single-Family Medium Density under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

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

Section 3. Direction to the City Manager.

Upon the Effective Date of this ordinance, the City Manager is hereby authorized to amend the comprehensive plan and future land-use map as identified herein after compliance with F.S. 163.3184 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 _____, 2025.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Johns, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____

Passed Second Reading _____

(SEAL)

“EXHIBIT A”

LEGAL DESCRIPTION

PARCEL 1:

W $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, SUBJECT to reservation of 15 feet along all Section and half-section lines for right-of-way as reserved in deed recorded in Deed Book 159, Page 27, Public Records of Lake County, Florida.

PARCEL 2:

The South one-half (S $\frac{1}{2}$) of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida.

PARCEL 3:

The West 967 feet of the South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida. LESS AND EXCEPT Beginning at the Northeast corner of the above described property run South $0^{\circ} 24' 03''$ West 140 feet; thence run North $19^{\circ} 17' 38''$ W, West 148.36 feet to the North line of the above described property; thence run South $89^{\circ} 57' 56''$ East along the North line 50 feet to the Point of Beginning.

LESS AND EXCEPT: That property described in Warranty Deed recorded in O.R. Book 1233, Page 371, Public Records of Lake County, Florida, described as follows:

That part of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida, more particularly described as follows:

The West 342.00 feet of the North 127.37 feet of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida. (Parcel 9-A)

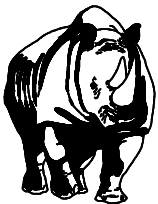
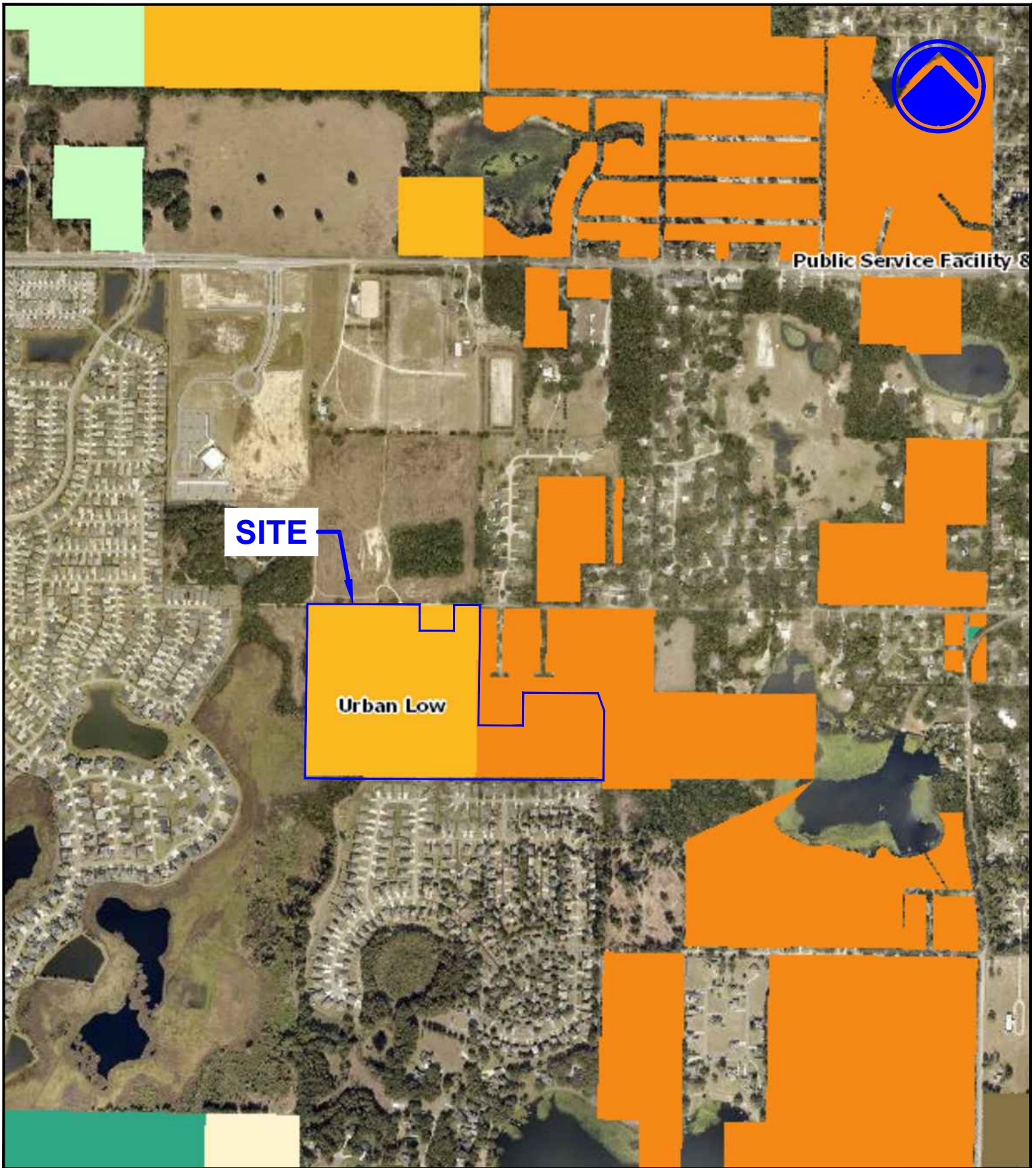
AND

That part of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida, more particularly described as follows: The South 127.37 feet of the North 254.74 feet of the West 342.00 feet of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, Lake County, Florida. (Parcel 9-B)

PARCEL 4

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, less the West 265.30 feet of the East 465.30 feet of the North 198.96 feet thereof.

EXHIBIT “B”



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO. 23213

SEC. 5 & 8, TWP. 19S, RANGE 24E

DRAWN BY: LB

APPROVED BY: BSB

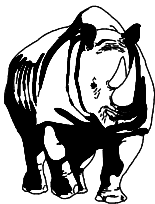
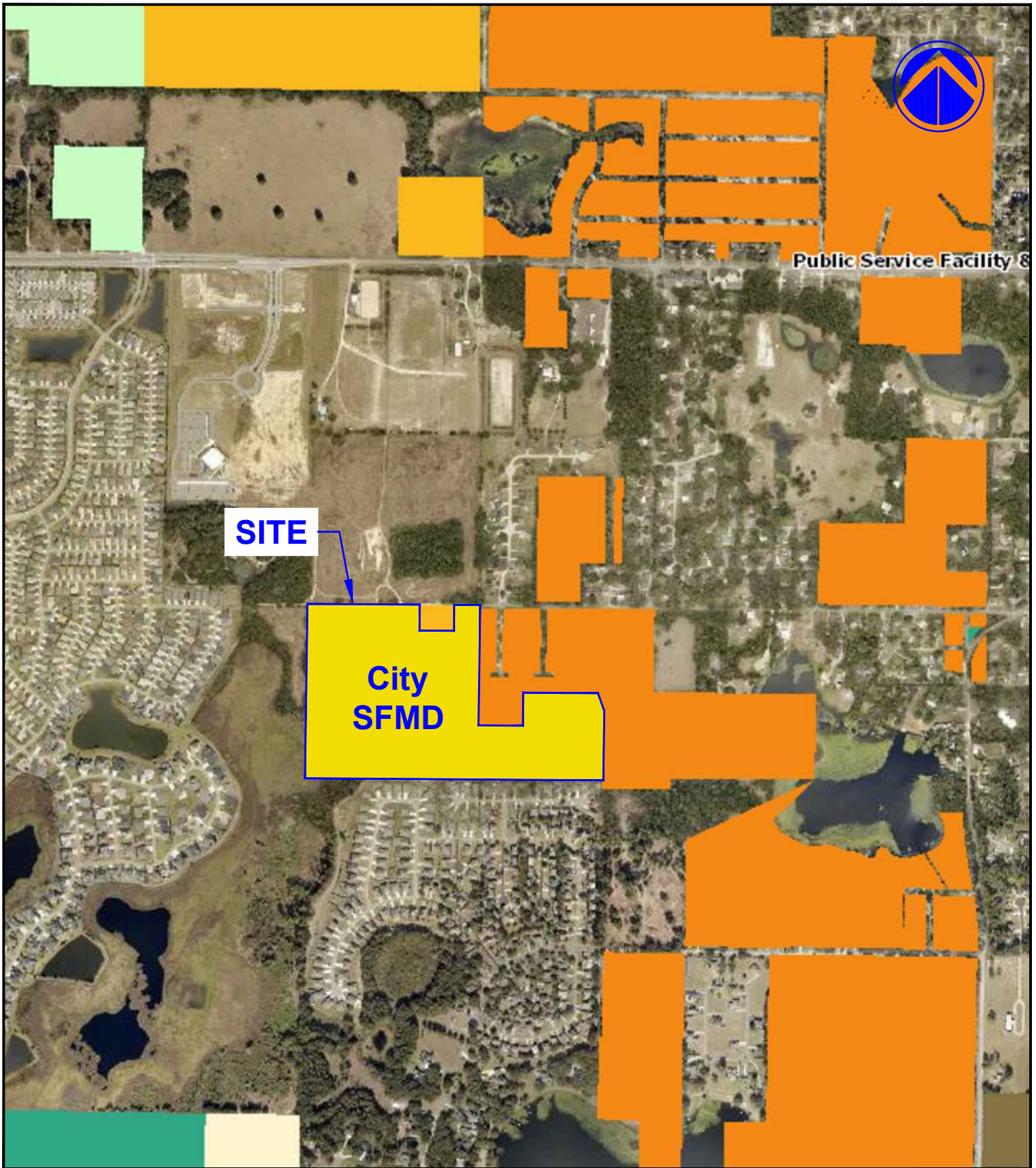
DATE: 02/01/2024

Scale: 1" = 1000'

PINE RIDGE DAIRY ROAD

EXISTING
FUTURE LAND USE MAP

GIS.LAKECOUNTYFL.GOV



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO. 23213

SEC. 5 & 8, TWP. 19S, RANGE 24E

DRAWN BY: LB

APPROVED BY: BSB

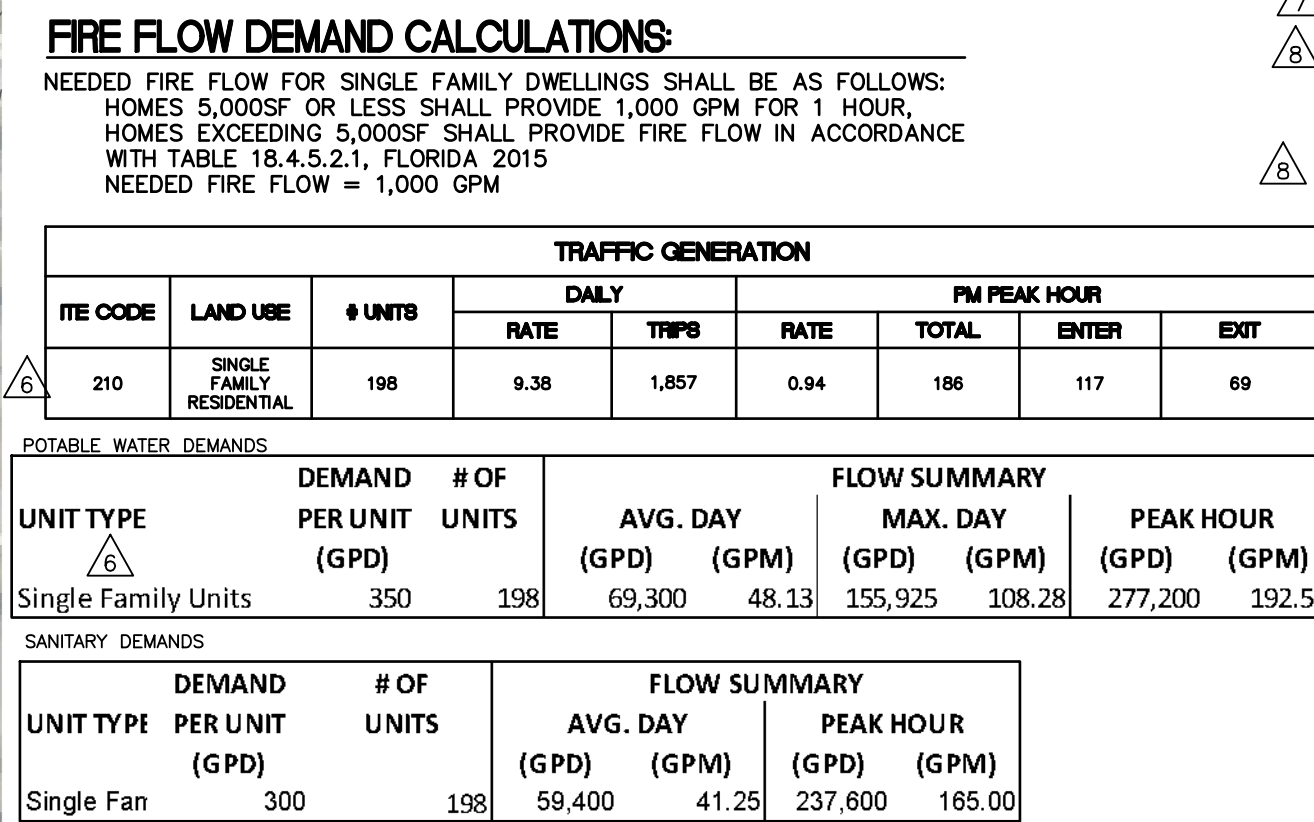
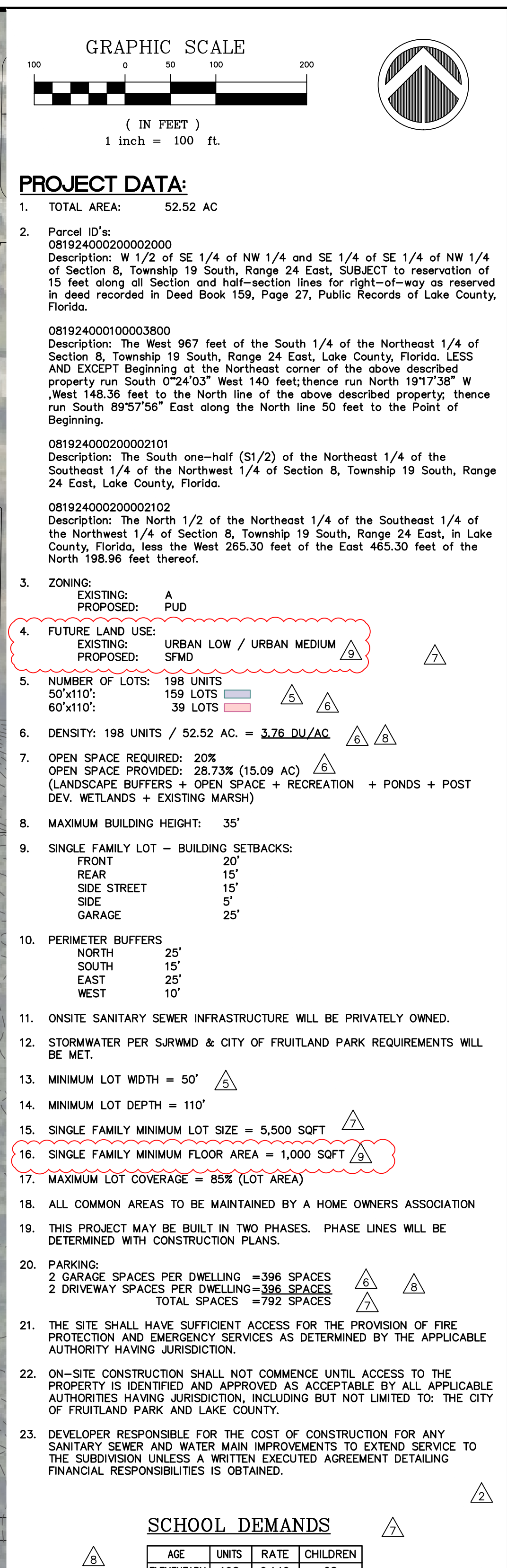
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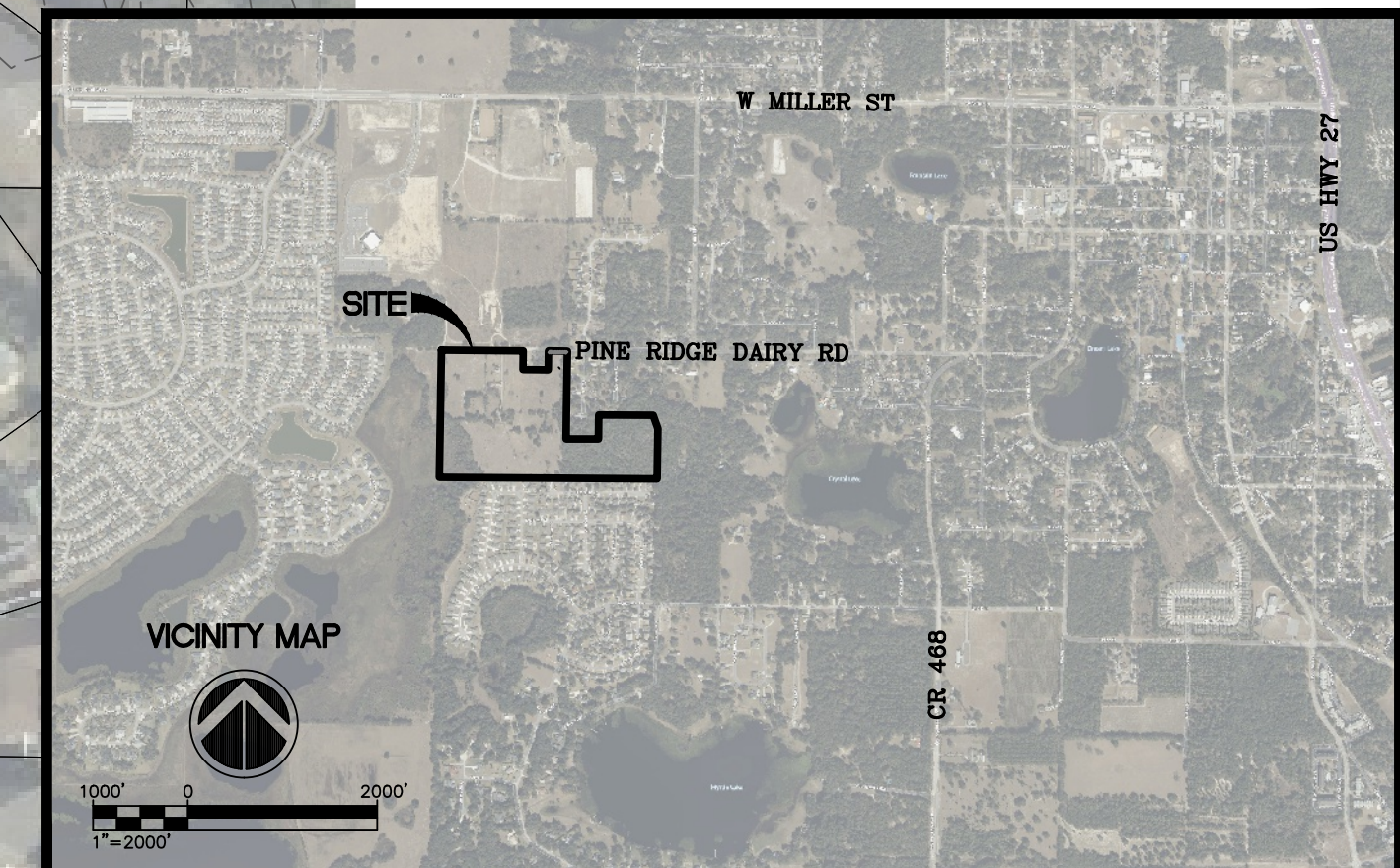
PINE RIDGE DAIRY ROAD

PROPOSED
FUTURE LAND USE MAP

GIS.LAKECOUNTYFL.GOV



TRACT ID	DESCRIPTION	OWNERSHIP	MAINT.	AREA (AC)	PERCENTAGE
R-1	R.O.W. DEDICATION	PUBLIC	PUBLIC	0.09	0.17%
R-2	R.O.W. DEDICATION	PUBLIC	PUBLIC	9.65	18.37%
L-1	LANDSCAPE BUFFER	HOA	HOA	0.21	0.40%
L-2	LANDSCAPE BUFFER	HOA	HOA	0.24	0.46%
L-3	LANDSCAPE BUFFER	HOA	HOA	2.73	5.20%
O-1	AMENITY / OPEN SPACE	HOA	HOA	1.80	3.43%
O-2	OPEN SPACE	HOA	HOA	0.13	0.25%
O-3	OPEN SPACE / UPLAND BUFFER / WETLAND / FRESH WATER MARSH	HOA	HOA	3.42	6.51%
O-4	PARK / OPEN SPACE	HOA	HOA	0.24	0.46%
P-1	RETENTION POND / OPEN SPACE	HOA	HOA	3.16	6.02%
P-2	RETENTION POND / OPEN SPACE	HOA	HOA	1.10	2.09%
P-3	RETENTION POND / OPEN SPACE	HOA	HOA	0.47	0.89%
P-4	RETENTION POND / OPEN SPACE	HOA	HOA	1.07	2.04%
P-5	RETENTION POND / OPEN SPACE	HOA	HOA	0.52	0.99%
LS	LIFT STATION	HOA	HOA	0.11	0.21%
SINGLE FAMILY				27.58	52.51%
TOTAL SITE AREA				52.52	100.00%



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

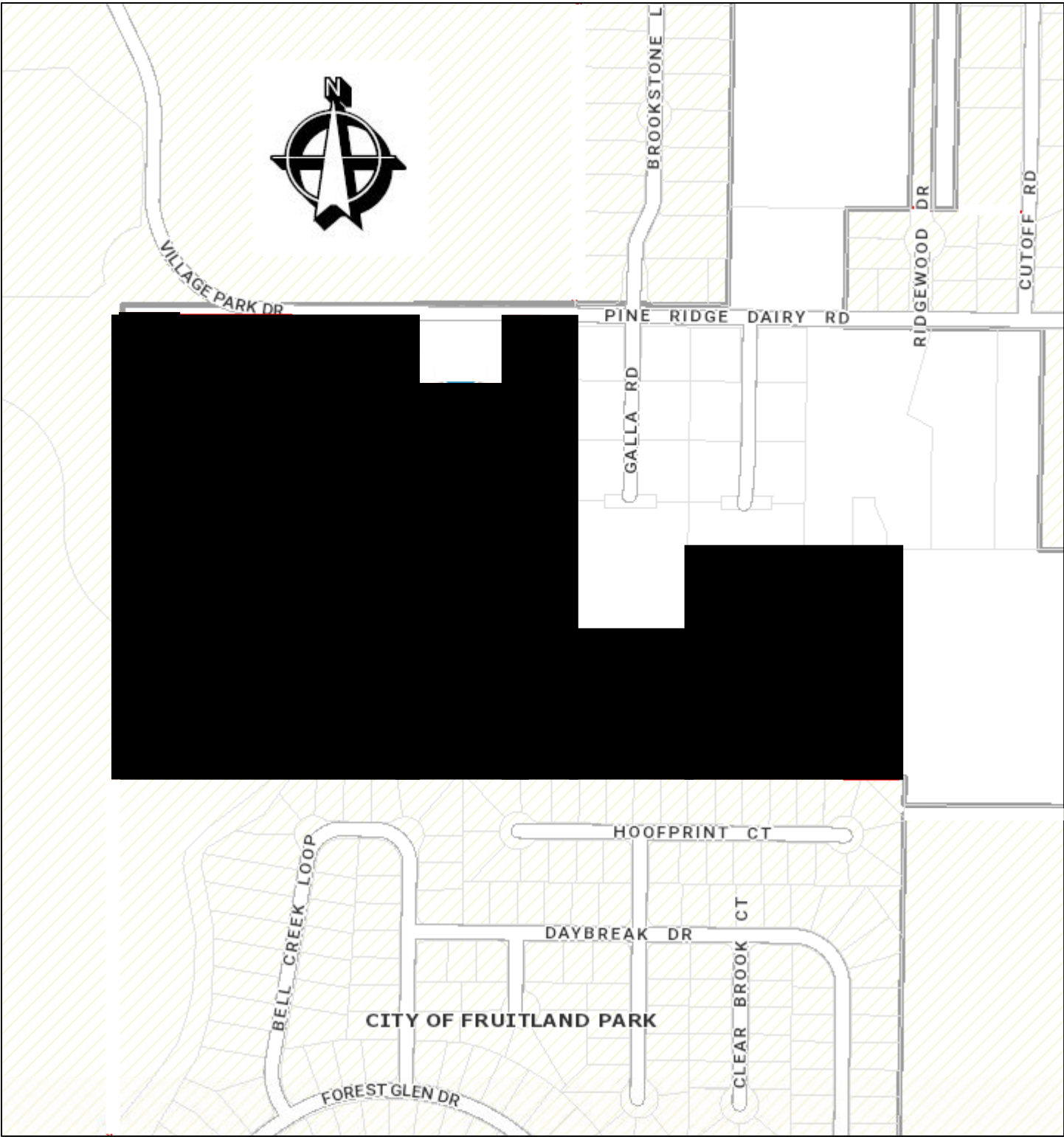
CONCEPT SITE PLAN
FOR
PINE RIDGE DAIRY ROAD
FRUITLAND PARK
FLORIDA

ENGINEER IN CHARGE:

BENJAMIN S. BECKHAM, P.E. #79452
July 15, 2025
CERTIFICATE OF AUTHORIZATION NO. CA-0007723

1	06/06/24	REVISED PER CITY COMMENTS
2	1/03/24	REVISED PER CITY COMMENTS
3	01/04/25	LOT MAX REVISION PER CLIENT
4	01/23/25	AMUNITY UPRATE PER CLIENT
5	04/08/25	REVISED PER CITY COMMENTS
6	05/08/25	REVISED PER CITY COMMENTS
7	05/29/25	REVISED PER CLIENT
8	06/04/25	REVISED PER CITY COMMENTS
9	07/15/25	REVISED PER CITY COMMISSION
10		
11		
	DATE	REVISIONS

JOB # 23213
DATE: 07/01/24
SCALE: 1" = 100'
DESIGNED BY: CHM
DRAWN BY: RJS
APPROVED BY: BSB



Advertising Invoice

The Villages Daily Sun

1100 Main St.
The Villages, FL 32159

Phone: (352)753-1119

Fax: (352)751-7999

URL: <http://www.thevillagesdailysun.com>

CHRISTINE
CITY OF FRUITLAND PARK
506 W BERKMAN STREET
FRUITLAND PARK, FL 34731

Acct #: 06101497
Phone: (352)360-6727
Date: 07/29/2025
Ad #: 01262991
Salesperson: RB Ad Taker: AS

Class:

Description	Start	Stop	Ins.	Cost/Day	Extras	Amount
PINERLSCPA	08/2/2025	08/2/2025	1	246.00	0.00	246.00

Ad Text:

Payment Reference:

Total: 246.00
Tax: 0.00
Net: 246.00
Prepaid: 0.00

Total Due 246.00

The Villages® DAILY SUN

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

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01262991** in the matter of

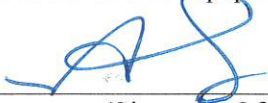
NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

AUGUST 2, 2025

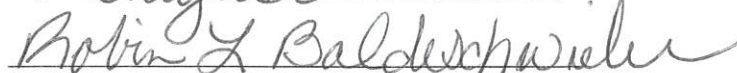
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously

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

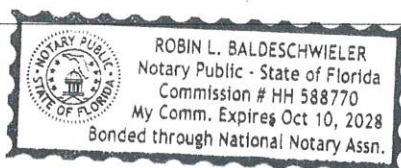


(Signature Of Affiant)

Sworn to and subscribed before me this 4
day of August 2025.


Robin L. Baldeschwieler, Notary

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



NOTICE OF PUBLIC HEARING

ORDINANCE 2025-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3184, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN LOW AND URBAN MEDIUM TO CITY OF FRUITLAND PARK SINGLE-FAMILY MEDIUM DENSITY OF 52.66 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH PINE RIDGE DAIRY ROAD, AND WEST OF U.S. HIGHWAY 27/441; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

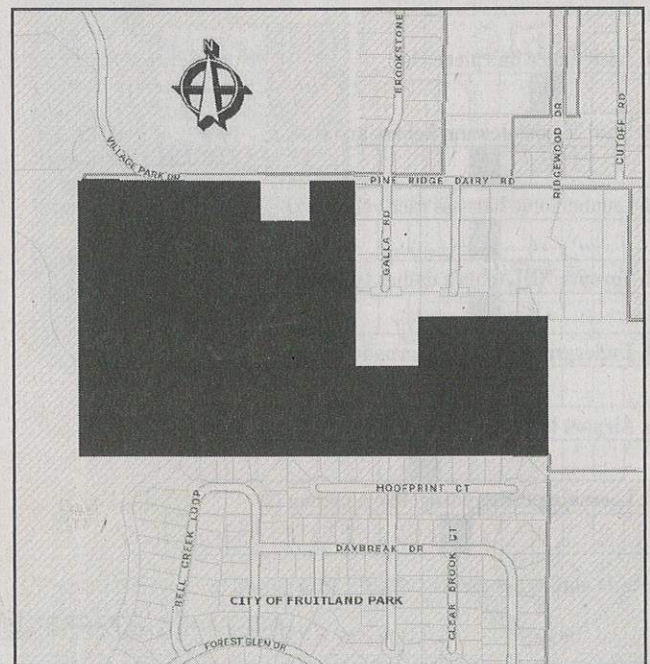
The proposed Ordinance will be considered at the following public meetings:

City Commission Thursday, August 28, 2025 @ 6:00 p.m.

Land Planning Agency, Thursday, August 28, 2025 @ 6:15 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed 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.





MEMORANDUM

From: Karen Manila, City Manager
To: Mayor and City Commissioners
Date: August 28, 2025
Re: Proposed Step Adjustments for Sworn Officers

At the Budget Workshop held on August 5, 2025, John Klein, Human Resources and Risk Management Director, shared a PowerPoint presentation highlighting proposed changes to compensation structures along with the associated costs for the recommendations. City Commission discussed these proposals and directed staff to prepare additional information on the step increases to be discussed at the August 28 City Commission meeting.

The salary structure for sworn officers is a step plan as opposed to non-sworn employees who are in open ranges. A step plan reflects specific salary adjustments based on which step an employee is on within the plan. Each step is a fixed amount and step adjustments are made on October 1 of each year. An employee within an open range gets a percentage salary adjustment that can vary from employee to employee with salary adjustments typically occurring on their anniversary date.

Leading up to the budget workshop, compensation surveys from several cities in Central Florida were reviewed to see how the City of Fruitland Park compares. The surveys included current wages as well as what was being proposed for FY 2025/26. As a result of this information, a plan was developed to move pay ranges closer to what other cities are paying within Central Florida. To accomplish this, staff proposed providing the typical October 1 adjustments for all personnel, including sworn police officers which moves each officer to the next higher step within the range. Since the salary survey indicated Fruitland Park was significantly behind the market for sworn officers, it was proposed to provide additional salary adjustments during FY 2025/26. These adjustments would decrease the total number of steps in the Police Officer and Sr. Police Officer ranges and move all step ranges by 6.67% on October 1, followed by an additional step range adjustment of 4.48% on April 1. Below is an example of the proposed step adjustments for the police officer position:

Police Officer

Steps	Current	10/1 adjustment	4/1 adjustment
1	\$23.83	\$25.42	\$26.56
2	\$25.02	\$26.69	\$27.89
3	\$26.28	\$28.03	\$29.28
4	\$27.59	\$29.43	\$30.75
5	\$28.97	\$30.90	\$32.28
6	\$30.42	\$32.44	\$33.90
7	\$31.94	\$34.07	\$35.59
8	\$33.53	\$35.77	\$37.37
9	\$35.21		
10	\$36.97		
11	\$38.82		
12	\$40.76		

On October 1, a police officer on step 2 will move to step 3 under the column labeled “current”. The step range would then be adjusted by 6.67% moving the officer on step 3 from \$26.28 per hour to \$28.03 per hour. When the step ranges are adjusted on April 1, the officer on step 3 would go from \$28.03 per hour to \$29.28 per hour. The same step movement is proposed for all sworn positions in the Police Department. The salary and benefits cost of these step adjustments is:

10/1	\$118,285
4/1	<u>\$ 83,035</u>
	\$201,320

A question asked at the Budget Workshop was how the step adjustments would impact the top out of the pay range. Attachment A shows the annual salary for the proposed step adjustments. For Police Officers and Senior Officers, reducing the number of steps has lowered the range top out. For the Sergeant and Lieutenant salary ranges, the proposal increases the top out.

Another question asked at the Budget Workshop related to whether the steps should have smaller widths between them, therefore lowering the maximum amount earned at the top of the new ranges to be more budget conscious for future budget years. This, along with other step structure changes, will be considered in future years.

Since the Budget Workshop, staff reverified other Central Florida Police Department pay ranges with particular attention to the maximum pay in each range. A review of the information received shows that the pay ranges being proposed are aligned with the marketplace. It also shows that the City of Fruitland Park will not be paying the highest

starting wage, nor paying the highest wage at the top of the new pay ranges. Attachment B is the survey results from other cities.

Therefore, based on staff's initial proposal and updated information, staff recommend that the City Commission concur with including \$201,320 in the FY 2025/26 proposed budget to adjust Police Department step pay plans as proposed.

Attachment A

Step Plan Salary Calculation

Police Officer

Steps	Current	10/1 adjustment	4/1 adjustment	Current	10/1 adjustment	4/1 adjustment
1	\$23.83	\$25.42	\$26.56	\$52,044.72	\$55,517.28	\$58,007.04
2	\$25.02	\$26.69	\$27.89	\$54,643.68	\$58,290.96	\$60,911.76
3	\$26.28	\$28.03	\$29.28	\$57,395.52	\$61,217.52	\$63,947.52
4	\$27.59	\$29.43	\$30.75	\$60,256.56	\$64,275.12	\$67,158.00
5	\$28.97	\$30.90	\$32.28	\$63,270.48	\$67,485.60	\$70,499.52
6	\$30.42	\$32.44	\$33.90	\$66,437.28	\$70,848.96	\$74,037.60
7	\$31.94	\$34.07	\$35.59	\$69,756.96	\$74,408.88	\$77,728.56
8	\$33.53	\$35.77	\$37.37	\$73,229.52	\$78,121.68	\$81,616.08
9	\$35.21			\$76,898.64		
10	\$36.97			\$80,742.48		
11	\$38.82			\$84,782.88		
12	\$40.76			\$89,019.84		

Sr. Police Officer

Steps	Current	10/1 adjustment	4/1 adjustment	Current	10/1 adjustment	4/1 adjustment
1	\$25.02	\$27.96	\$29.22	\$54,643.68	\$61,064.64	\$63,816.48
2	\$26.28	\$29.36	\$30.68	\$57,395.52	\$64,122.24	\$67,005.12
3	\$27.59	\$30.83	\$32.21	\$60,256.56	\$67,332.72	\$70,346.64
4	\$28.97	\$32.37	\$33.82	\$63,270.48	\$70,696.08	\$73,862.88
5	\$30.42	\$33.99	\$35.51	\$66,437.28	\$74,234.16	\$77,553.84
6	\$31.94	\$35.69	\$37.29	\$69,756.96	\$77,946.96	\$81,441.36
7	\$33.53	\$37.47	\$39.15	\$73,229.52	\$81,834.48	\$85,503.60
8	\$35.21	\$39.35	\$41.11	\$76,898.64	\$85,940.40	\$89,784.24
9	\$36.97			\$80,742.48		
10	\$38.82			\$84,782.88		
11	\$40.76			\$89,019.84		
12	\$42.80			\$93,475.20		

Attachment A

Step Plan Salary Calculation

Sergeant/Sr. Detective

Steps	Current	10/1 adjustment	4/1 adjustment	Current	10/1 adjustment	4/1 adjustment
1	\$32.03	\$32.16	\$33.60	\$69,953.52	\$70,237.44	\$73,382.40
2	\$33.63	\$33.76	\$35.28	\$73,447.92	\$73,731.84	\$77,051.52
3	\$35.31	\$35.45	\$37.04	\$77,117.04	\$77,422.80	\$80,895.36
4	\$37.08	\$37.22	\$38.89	\$80,982.72	\$81,288.48	\$84,935.76
5	\$38.93	\$39.09	\$40.84	\$85,023.12	\$85,372.56	\$89,194.56
6	\$40.88	\$41.04	\$42.88	\$89,281.92	\$89,631.36	\$93,649.92
7	\$42.92	\$43.09	\$45.03	\$93,737.28	\$94,108.56	\$98,345.52
8	\$45.07	\$45.25	\$47.28	\$98,432.88	\$98,826.00	\$103,259.52

Lieutenant

Steps	Current	10/1 adjustment	4/1 adjustment	Current	10/1 adjustment	4/1 adjustment
1	\$35.13	\$35.37	\$36.96	\$76,723.92	\$77,248.08	\$80,720.64
2	\$36.89	\$37.14	\$38.81	\$80,567.76	\$81,113.76	\$84,761.04
3	\$38.73	\$39.00	\$40.75	\$84,586.32	\$85,176.00	\$88,998.00
4	\$40.67	\$40.95	\$42.78	\$88,823.28	\$89,434.80	\$93,431.52
5	\$42.70	\$42.99	\$44.92	\$93,256.80	\$93,890.16	\$98,105.28
6	\$44.84	\$45.14	\$47.17	\$97,930.56	\$98,585.76	\$103,019.28
7	\$47.08	\$47.40	\$49.53	\$102,822.72	\$103,521.60	\$108,173.52
8	\$49.43	\$49.77	\$52.00	\$107,955.12	\$108,697.68	\$113,568.00

Attachment B
Comparison with Other Cities

Police Officer					2025-2026
City Name	Min Hrly	Max Hrly	Min Annual	Max Annual	Starting Pay
Clermont					\$63,500
Eustis	\$26.00	\$38.37	\$56,774	\$83,803	
Lady Lake	\$29.11	\$43.64	\$63,576	\$95,310	\$66,000
Lake Mary	\$29.08	\$40.50	\$63,511	\$88,452	\$63,500
Leesburg	\$27.47	\$37.88	\$60,002	\$82,720	\$70,000
Mascotte	\$23.21	\$32.71	\$50,691	\$71,439	
Mount Dora	\$27.95	\$36.89	\$61,039	\$80,566	\$58,400
Orange City	\$24.00	\$36.29	\$52,417	\$79,260	
Oviedo	\$30.24	\$42.33	\$66,040	\$92,456	\$66,675
Sanford					\$66,000
Tavares	\$25.57	\$38.36	\$55,855	\$83,782	\$66,000
Wildwood	\$27.47	\$43.96	\$60,000	\$96,000	\$60,000
Average	\$27.01	\$39.09	\$58,990	\$85,379	\$64,453
Fruitland Park	\$26.56	\$37.37	\$58,007	\$81,616	\$58,007

Senior Police Officer				
City Name	Min Hrly	Max Hrly	Min Annual	Max Annual
Eustis	\$28.59	\$40.41	\$62,441	\$88,246
Lady Lake	\$32.57	\$48.85	\$71,133	\$106,688
Lake Mary	\$30.50	\$43.00	\$66,612	\$93,912
Leesburg	\$29.26	\$41.43	\$63,913	\$90,477
Mascotte	\$25.95	\$36.57	\$56,675	\$79,869
Mount Dora	\$28.84	\$36.24	\$62,978	\$79,143
Tavares	\$28.01	\$42.02	\$61,182	\$91,773
Wildwood	\$27.33	\$41.00	\$59,692	\$89,538
Average	\$28.88	\$41.19	\$63,078	\$89,956
Fruitland Park	\$29.22	\$41.11	\$63,816	\$89,784

Attachment B
Comparison with Other Cities

Sergeant/Sr. Detective				
City Name	Min Hrly	Max Hrly	Min Annual	Max Annual
Eustis	\$32.13	\$46.85	\$70,176	\$102,314
Lady Lake	\$37.77	\$56.67	\$82,490	\$123,767
Lake Mary	\$37.34	\$46.68	\$81,551	\$101,949
Leesburg	\$34.51	\$41.43	\$75,361	\$90,477
Mascotte	\$32.30	\$45.52	\$70,543	\$99,416
Mount Dora	\$35.56	\$44.30	\$77,669	\$96,743
Orange City	\$30.63	\$46.32	\$66,894	\$101,169
Oviedo	\$39.31	\$49.92	\$85,852	\$109,032
Tavares	\$36.69	\$55.04	\$80,140	\$120,210
Wildwood	\$29.02	\$43.54	\$63,389	\$95,083
Winter Park	\$27.92	\$44.68	\$60,977	\$97,581
Average	\$33.93	\$47.36	\$74,095	\$103,431
Fruitland Park	\$33.60	\$47.28	\$73,382	\$103,259

Lieutenant				
City Name	Min Hrly	Max Hrly	Min Annual	Max Annual
Eustis	\$32.13	\$46.85	\$68,923	\$103,600
Lake Mary	\$43.42	\$52.10	\$90,314	\$108,368
Leesburg	\$39.96	\$56.94	\$87,273	\$124,357
Longwood	\$36.76	\$59.99	\$80,295	\$131,026
Mascotte	\$34.24	\$48.26	\$74,776	\$105,394
Mount Dora	\$31.78	\$45.77	\$69,410	\$99,965
Oviedo	\$43.24	\$54.92	\$94,437	\$119,935
Tavares	\$42.11	\$63.16	\$91,966	\$137,949
Wildwood	\$35.50	\$53.24	\$77,522	\$116,283
Winter Park	\$32.32	\$51.72	\$70,586	\$112,957
Average	\$37.15	\$53.30	\$80,550	\$115,983
Fruitland Park	\$36.96	\$52.00	\$80,721	\$113,568

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

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: August 28, 2025

DATE SUBMITTED: August 22, 2025

SUBMITTED BY: City Attorney

Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116: On January 21, 2025, Ms. Herald filed a two-count complaint against the City for negligent hiring and negligent supervision of former City employee Jabari Hopkins. Ms. Herald seeks damages in excess of \$50,000 for emotional distress associated with Mr. Hopkins' criminal activities of reselling an occupied crematory vault and disturbing the remains of her late husband. On September 21, 2023 Mr. Hopkins entered a plea to the charges and was adjudicated guilty and sentenced to 5 years 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. Discovery is ongoing. No updates to report since last meeting.

Senate Bill 180 – Lawsuit to challenge:

Governor DeSantis signed into law SB 180 with a last minute amendment prohibiting all local governments (within counties identified in emergency declaration orders) from initiating ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders for the period commencing August 1, 2024 – October 1, 2027. Lake County is included in the Hurricane Debby declaration. Many local governments are joining in the proposed lawsuit. Lake County will be participating and their cost is \$10,000 through an appeal. If the Commission is interested in possibility joining the lawsuit I will contact the firm filing the lawsuit to determine the cost to the City. A resolution will be necessary should the Commission wish to participate.

Additionally, pursuant to SB 180 the City is also required to:

- Coordinate with water management districts to identify critical stormwater infrastructure within its service area
- Maintain minimum information on the City's website about emergency preparation and response
 - FAQ page

- Disaster supply information
- List of emergency shelters
- Information for people with disabilities
- Develop a post-storm permitting plan to expedite recovering and rebuilding and update the plan annually
- Publish on the City's website a hurricane and tropical storm recovery permitting guide for residential and commercial property owners
- Notify the Division of Emergency Management annually (May 1) of the City's designated point of contact for emergencies and an alternate point of contact.

Senate Bill 954 – Certified Recovery Residences:

Requires all cities to enact an ordinance establishing procedures and standards for review and action on applications for the location of certified recovery residences. The ordinance must be enacted no later than October 1, 2026.

SB 1730 – Affordable Housing:

Beginning November 1, 2026, all cities must provide an annual report to the Department of Economic Opportunity that includes information relating to Live Local Act projects.

SB 1080 – Local Government Land Development Regulations:

Beginning October 1, 2025, cities must specify in writing the information that must be submitted in an application for rezoning, rezoning, subdivision approval, certification, special exception, or variance. Additionally, the city must confirm receipt of applications within 5 business days.

FUNDS BUDGETED: N/A

ATTACHMENT: N/A

RECOMMENDATION: N/A

ACTION: Provide direction re: participating in challenge of SB 180