

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA
FEBRUARY 12, 2026**

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

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – **Braxton Butts**, Heritage Community Church

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

2. ROLL CALL

**3. RECESS TO THE LOCAL PLANNING AGENCY MEETING
At 6:05 or as soon as possible thereafter**

4. CONSENT AGENDA

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

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

January 22, 2026, Regular City Commission Meeting

**(b) Resolution 2026-013, Approval of Proportionate Share
Mitigation Agreements for Enclave at Lake Geneva** (city
manager/city attorney/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA, APPROVING THE
PROPORTIONATE SHARE MITIGATION AGREEMENT FOR THE
PROJECT ENCLAVE AT LAKE GENEVA, PARCELS G AND H,
SCHOOL CONCURRENCY CASE #2025-09; AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR
AN EFFECTIVE DATE.

- (c) **Resolution 2026-014, Approval of Staff Recommendation and Authority to Enter into a Legal Services Agreement with Crawford, Modica & Holt for the Provision of Planning and Zoning Special Magistrate Services** (city manager/city attorney/interim community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING SELECTION OF CRAWFORD, MODICA & HOLT TO SERVE AS PLANNING AND ZONING SPECIAL MAGISTRATE FOR THE CITY OF FRUITLAND PARK AND AUTHORIZING CITY STAFF TO ENTER INTO A CONTRACT WITH CRAWFORD, MODICA & HOLT; PROVIDING FOR AN EFFECTIVE DATE.

5. REGULAR AGENDA

6. PUBLIC HEARING

- (a) **First Reading of Ordinance 2026-005, Authorization to Submit a Loan Application to the State Revolving Fund (SRF) Loan Program** (city manager/city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT A LOAN APPLICATION PURSUANT TO THE STATE REVOLVING FUND LOAN PROGRAM; APPLYING FOR A LOAN WITH FIFTY-PERCENT LOAN FORGIVENESS FOR FUNDS FOR DRINKING WATER CAPITAL PROJECTS DESIGNATED AS PROJECT DW-35083; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

- (b) **Resolution 2026-009, Fruitland Hills Extension of Development Order** (city manager/city attorney/community development)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING AN EXTENSION OF THE DEVELOPMENT ORDER ENTERED MARCH 17, 2025, THAT APPROVED CONSTRUCTION PLANS FOR THE CONSTRUCTION OF FRUITLAND HILLS SUBDIVISION CONSISTENT WITH THE

PRELIMINARY PLAT APPROVED IN RESOLUTION 2024-018 ON VACANT PROPERTY LOCATED EAST OF U.S. HIGHWAY 27/441, NORTH OF REGISTER ROAD AND WEST OF MAYBERRY ROAD; AUTHORIZIN THE MAYOR TO ISSUE A DEVELOPMENT ORDER EXTENDING THE APPROVED CONSTRUCTION PLANS UNTIL OCTOBER 22, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

- (c) Resolution 2026-004, Griffin Preserve Preliminary Plan Approval for Property Generally Located between East of US Highway 441/27 and East of Register Road. Petitioner: Sloan Engineering on behalf of the owner Griffin Preserve, LLC- Quasi-Judicial Hearing** (city manager/city attorney/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAN APPROVAL OF GRIFFIN PRESERVE GENERALLY LOCATED BETWEEN EAST OF US HIGHWAY 441/27 AND EAST OF REGISTER ROAD, FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

- (e) First Reading of Ordinance 2026-001, Annexation for Approximately 4.0 ± Acres Generally Located South of CR 466A and West of Lake Josephine Drive, Petitioner: Kimley Horn and Associates, Inc. on behalf of the owner, Villages Ranch LLC.** (city manager/city attorney/community development director)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 4.0 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF CR 466A AND WEST OF LAKE JOSEPHINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS

ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

- (f) First Reading of Ordinance 2026-002, Small Scale Comprehensive Plan Amendment for Approximately 4.0 ± Acres Generally Located South of CR 466A and West of Lake Josephine Drive, Petitioner: Kimley Horn and Associates, Inc. on behalf of the owner, Villages Ranch LLC. (city manager/city attorney/community development director)**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY COMMERCIAL HIGH INTENSITY OF 4.00 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF CR 466A AND WEST OF LAKE JOSEPHINE DRIVE.; 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.

- (g) First Reading of Ordinance 2026-003, Rezoning to C-2 of Approximately 4.0 ± Acres Generally Located South of CR 466A and West of Lake Josephine Drive, Petitioner: Kimley Horn and Associates, Inc., on behalf of the owner, Villages Ranch LLC – Quasi-Judicial Hearing (city manager/city attorney/community development director)**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 4.0 +/- ACRES OF PROPERTY FROM LAKE COUNTY RURAL RESIDENTIAL (R-1) AND AGRICULTURE (A) TO CITY OF FRUITLAND PARK GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF CR 466A AND WEST OF LAKE JOSEPHINE DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

END OF PUBLIC HEARING

7. (a) City Manager

(b) City Attorney

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

8. UNFINISHED BUSINESS

9. 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.

10. COMMISSIONER COMMENTS

(a) Vice Mayor DeGrave

(b) Commissioner Williams

(c) Commissioner Cosenza, III

(d) Commissioner Raysin

11. MAYOR'S COMMENTS

12. ADJOURNMENT - FOLLOWED BY VITA SERENA WORKSHOP

DATES TO REMEMBER

Thursday, February 12th

**AARP Tax Aide Kickoff at
Library (through April 9th)**

Friday, February 13th

**Progressive Dinner and
Comedy**

Thursday, February 26th

City Commission Meeting

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

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

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

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

ITEM TITLE: **Draft Meeting Minutes January 22, 2026 Regular Meeting, Resolutions 2026-013 & 2026-014**

MEETING DATE: February 12, 2026

DATE SUBMITTED: February 6, 2026

SUBMITTED BY: (See below)

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

- (a) **Approval of Minutes** (city manager/city clerk)
January 22, 2026, regular
- (b) **Approval of Resolution 2026-013, Approval of Proportionate Share Mitigation Agreements for Enclave at Lake Geneva** (city manager/city attorney/community development director)
- (c) **Approval of Resolution 2026-014, Approval of Staff Recommendation and Authority to Enter into a Legal Services Agreement with Crawford, Modica & Holt for the Provision of Planning and Zoning Special Magistrate Services** (city manager/city attorney/interim community development director)

FUNDS BUDGETED: N/A

ATTACHMENTS: Draft minutes, Resolution 2026-013 and Resolution 2026-014, with supporting documents

RECOMMENDATION: Consider approval of the consent agenda as presented.

ACTION: **Approval of the Consent Agenda**

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
JANUARY 22, 2026**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida on Thursday, January 22, 2026, at 6:00 p.m.

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

Members Absent: Commissioners Joseph Cosenza III and Michael Raysin

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, Interim Police Chief, Henry Rains, Human Resources Director John Klein; Public Works Director Robb Dicus; Interim Community Development Director Michael Rankin; Community Development Administrative Manager Sharon Williams, Brenda Sigala, Permit Tech 1 & Kelli Fielder, Permit Tech II and Gwen Johns, City Clerk.

Total Attendance: 21

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

After Mayor Cheshire called the meeting to order, an Invocation was given by Interim Police Chief Rains who also 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)

January 8, 2026, Regular City Commission Meeting

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve the minutes from January 8, 2026, as presented.

Mayor Cheshire called for a vote on the motion and declared it carried unanimously, 3-0.

4. REGULAR AGENDA

(a) Resolution 2026-005, Budget Amendment for a Clean Water Facilities Plan for the Proposed Wastewater Treatment Plant

Anita Geraci-Carver read Resolution 2026-005, by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PURSUANT TO SECTION 6.07 OF THE CITY CHARTER AMENDING THE 2025-2026 FISCAL YEAR BUDGET BY INCREASING EXPENDITURES IN THE UTILITY FUND BUDGET IN THE AMOUNT OF \$76,346 FOR ENGINEERING FEES TO DEVELOP A CLEAN WATER FACILITIES PLAN AND DECREASING THE SEWER IMPACT FEE RESERVE IN THE UTILITY FUND BY THE SAME AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Williams and seconded by Vice Mayor DeGrave to approve Resolution 2026-005, as presented.

Mayor Cheshire called for a vote on the motion and declared it carried unanimously, 3-0.

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

Ms. Geraci-Carver read Resolution 2026-006, by title only.

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

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to Approve Resolution 2026-006, as presented.

Mayor Cheshire called for a vote on the motion and declared it carried unanimously, 3-0.

- (c) Resolution 2026-007, Budget Amendment for Design of Wells #9 and #10**

Ms. Geraci-Carver read Resolution 2026-007, by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PURSUANT TO SECTION 6.07 OF THE CITY CHARTER AMENDING THE 2025-2026 FISCAL YEAR BUDGET BY INCREASING EXPENDITURES IN THE UTILITY FUND BUDGET IN THE AMOUNT OF \$103,512 FOR ENGINEERING FEES TO DESIGN WELLS #9 AND #10, DEVELOP THE SPECIFICATIONS AND BIDDING DOCUMENTS, BIDDING OVERSIGHT AND PROJECT

ADMINISTRATION AND DECREASING THE WATER IMPACT FEE RESERVE IN THE UTILITY FUND BY THE SAME AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor DeGrave asked if the engineering work authorized by this Resolution was grant eligible. Ms. Manila responded that since the City is already on the project list for water, this will be reimbursable.

A motion was made by Commissioner Williams and seconded by Vice Mayor DeGrave to approve Resolution 2026-007, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

(d) Resolution 2026-008, Approving Scope of Services with Halff Associates, Inc. for the Design of Wells No. 9 and No. 10, Not to Exceed the Cost of \$103,511.50

Ms. Geraci-Carver read Resolution 2026-008, by title only.

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

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve Resolution 2026-008, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

(e) Resolution 2026-010, Micro Paving for Chelsea Run and Wingspread Subdivisions

Ms. Geraci-Carver read Resolution 2026-010, by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A PROPOSAL FROM ASPHALT PAVING SYSTEMS, INC. IN THE AMOUNT OF \$307,897.56, FOR DOUBLE MICRO SURFACING OF ROADS WITHIN WINGSPREAD AND CHELSEA'S RUN SUBDIVISIONS LOCATED WITHIN THE CITY OF FRUITLAND PARK; AUTHORIZING THE

CITY MANAGER TO EXPEND UP TO \$307,897.56 IF NECESSARY;
AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL;
PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor DeGrave wondered how much the cost would the City were to do a standard mill and overlay for all roads listed. Mr. Dicus said approximately \$556,000, equating to a savings of approximately 45% savings for just under five miles of road. The process claims that it will extend the life of the road ten to twelve years.

A motion was made by Commissioner Williams and seconded by Vice Mayor DeGrave to approve Resolution 2026-010, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

5. PUBLIC HEARING

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

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

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 157.060(D)(20, 28, AND 29) AND SECTION 157.060 (E) AND (F) OF THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE DESIGNATING AN ADMINISTRATIVE AUTHORITY TO RECEIVE, REVIEW, AND PROCESS A PLAT OR REPLAT SUBMITTAL, AND DESIGNATING AN ADMINISTRATIVE OFFICIAL TO APPROVE, APPROVE WITH CONDITIONS OR DENY A PLAT OR REPLAT, AS REQUIRED BY CHAPTER 205-164, LAWS OF FLORIDA; REVISING CERTIFICATIONS ON THE FINAL PLAT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve the second reading of Ordinance 2025-023, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

(b) Second Reading of Ordinance 2025-029, Small Scale Comprehensive Plan Amendment – Enclave at Lake Geneva Parcels G & H for approximately 0.611 ± Acres Located Generally West of U.S. Highway 27/441 South of Lake Ella Road. Petitioner: Fruitland Park Development VI, LLC - Richard Wohlfarth, on behalf of the owner, Fruitland Lake Ella LLC.

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3187, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK COMMERCIAL TO CITY OF FRUITLAND PARK MIXED COMMUNITY FOR 0.611 ± ACRES OF PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27/441 SOUTH OF LAKE ELLA ROAD; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

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

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

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

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

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

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

Ms. Geraci-Carver read Ordinance 2026-004, by title only.

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

Ms. Geraci-Carver noted that this change would apply to items already in the approved budget.

A motion was made by Commissioner Williams and seconded by Vice Mayor DeGrave to approve the First Reading of Ordinance 2026-004, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 3-0.

END OF PUBLIC HEARING

9. (a) City Manager

Ms. Manila asked the City Commission whether they were interested in holding a workshop to discuss the Vita Serena development, noting that the developer had expressed interest in reaching a negotiated outcome. She explained that the workshop would be informal, similar to the Evolve project workshop, and intended to discuss what might be acceptable to the Commission.

Vice Mayor DeGrave supported holding a workshop but stated he did not want the City Commission to serve as the negotiating body for developments. Ms. Geraci-Carver clarified that the meeting would be for discussion of ideas only, not negotiations, and that the public hearing process would still be followed.

Commissioner Williams supported a workshop. Mayor Cheshire suggested that the developer bring ideas to the table. Ms. Manila stated that staff would propose dates, and Mayor Cheshire suggested holding the workshop after a regular City Commission meeting.

(b) City Attorney

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

Ms. Geraci-Carver advised the City Commission of proposed legislation relevant to its direction to make the development code more restrictive. She explained that SB 180, adopted last year, limited municipal actions in areas subject to a hurricane-related Declaration of Emergency. The proposed legislation would reduce the affected area from 100 miles to 50 miles and remove some burdensome language, with a sunset date of June 2026. She stated that she was not aware of a companion bill at that time and noted that the legislation could affect whether certain requested code changes may proceed. She and staff would continue to monitor the legislative process.

11. UNFINISHED BUSINESS

There was no unfinished business.

12. PUBLIC COMMENTS

No public comments.

13. COMMISSIONERS' COMMENTS

- (a) Vice Mayor DeGrave** – Nothing to report.
- (b) Commissioner Williams** – Nothing to report.
- (c) Vice Mayor DeGrave** – Nothing to report.

14. MAYOR'S COMMENTS

Mayor Cheshire announced the following important dates:

Thursday, February 5 th	AARP Tax Aide Kickoff at Library
Friday, February 7 th	5K Love Run 8:00 a.m.
Thursday, February 12 th	City Commission Meeting
Friday, February 13 th	Progressive Dinner & Comedy Night

15. ADJOURNMENT

The meeting adjourned at 6:22 p.m.

Gwen Johns, MMC, City Clerk

Chris Cheshire, Mayor

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

ITEM TITLE: **RESOLUTION 2026-013 PROPORTIONATE SHARE
MITIGATION AGREEMENT ENCLAVE AT LAKE
GENEVA, PARCELS G & H**

MEETING DATE: **Thursday, February 12, 2026**

DATE SUBMITTED: **February 5, 2026**

SUBMITTED BY: **City Attorney**

BRIEF NARRATIVE: **PROPORTIONATE SHARE MITIGATION AGREEMENT**

Fruitland Park Development VI, LLC filed an application to rezone property and received approval of Ordinance 2025-030 rezoning property to a Mixed Use PUD and approving a master development agreement to allow residential and non-residential uses, on real property located south of Lake Ella Road and west of US Hwy 27, in Fruitland Park, Florida. The owner seeks to construct up to 122 additional residential units as part of the Enclave at Lake Geneva (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 twelve (12) high school student stations. Therefore, in order for approval of the preliminary plat and approvals to construct 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 \$515,004.00.

FUNDS BUDGETED: **N/A**

ATTACHMENT Resolution 2026-013

RECOMMENDATION: Approve Resolution 2026-013

ACTION: **Approve or Deny Resolution 2026-013**

RESOLUTION 2026-013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PROPORTIONATE SHARE MITIGATION AGREEMENT FOR THE PROJECT ENCLAVE AT LAKE GENEVA, PARCELS G AND H, SCHOOL CONCURRENCY CASE #2025-09; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fruitland Park Development VI, LLC filed an application to rezone property and received approval of Ordinance 2025-030 rezoning property to a Mixed Use PUD and approving a master development agreement to allow residential and non-residential uses, on real property located south of Lake Ella Road and west of US Hwy 27, in 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 twelve high school student stations; and

WHEREAS, approval of a preliminary plat without requiring mitigation of the deficit will either create or worsen school overcrowding, therefore, the contract purchaser of the project has agreed to pay the School Board the cost to mitigate the capacity deficit which is \$515,004.00; and

WHEREAS, the City Commission finds that the Proportionate Share Mitigation Agreement satisfies school concurrency for purposes of approving a preliminary plat consisting of up to 122 total single-family dwelling units 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, Project Name: Enclave at Lake Geneva, Parcels G and H, School Concurrency Case #2025-09, 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 12TH day of January, 2026, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

Gwen Johns, City Clerk

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

Approved as to form:

Anita Geraci-Carver, City Attorney

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

ITEM TITLE: Resolution 2026-014 Approval of Staff Recommendation and Authority to Enter into a Legal Services Agreement between Crawford, Modica & Holt of Clermont, FL, and the City of Fruitland Park, Florida for the Provision of Planning and Zoning Special Magistrate Services

MEETING DATE: Thursday, February 12, 2026

DATE SUBMITTED: February 5, 2026

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

BRIEF NARRATIVE: On December 18, 2025, the Request for Proposals (RFP) for Planning and Zoning Special Magistrate Services was issued. The RFP was published on the City's website, DemandStar, and advertised in The Villages Daily Sun. Subsequently, an Addendum to the RFP was published with a deadline to submit proposals to the RFP no later than January 22, 2026.

On January 22, 2026, the City Manager and the City Clerk opened the sealed proposals. The three (3) law firms that submitted proposals were as follows:

- Crawford, Modica & Holt, Chartered Attorneys at Law
- Bowen | Schroth
- Sabatini Law Firm, P.A.

A staff committee was established and given responsibility to review all the proposals and make a recommendation as to who would be the best fit to provide Planning and Zoning Special Magistrate Services. The committee was made up of City Clerk Gwen Johns (committee chairperson), Interim Community Development Director Michael Rankin, and Planning and Development Administrative Manager Sharon Williams.

The committee chairperson distributed the proposals from each law firm along with a scoring sheet for each committee member to use when evaluating proposals. The scoring sheet aligned with the scoring criteria outlined in the RFP.

On February 4, 2026, the Planning and Zoning Special Master Services Committee met. Discussion was held about each submittal, where each committee member was extended the opportunity to express what they liked and did not like about each proposal along with their scoring of each firm.

The committee agreed by majority consensus that Amanda Boggus of Crawford, Modica & Holt, would be the recommendation to present to the City Manager and the City Commission.

The committee recommendation is being presented to the City Commission for their approval and authority for staff, working with Ms. Geraci-Carver, to enter into a contract with Crawford, Modica & Holt.

Attached with this Agenda Summary is the proposal by the recommended law firm Crawford, Modica & Holt. In the proposal you will find attorney Amanda Boggus's biography, history of the law firm, pricing and how they intend to work with and serve the City of Fruitland Park in all Planning and Zoning Special Magistrate proceedings.

The attached resolution approves the recommended Services and provides staff and the City Attorney authority to enter into a contract services agreement with the recommended law firm.

FUNDS BUDGETED: Expenses for a Planning and Zoning Special Magistrate are included in the approved FY 2025-2026 budget.

ATTACHMENTS: Proposed Resolution 2026-014, Request for Proposal 2025-03 for Planning and Zoning Special Master Services.

RECOMMENDATIONS: Staff recommends approval of the resolution and authorization of the staff and City Attorney to enter into a legal services contract with Crawford, Modica & Holt, Chartered Attorneys at Law.

ACTION: **Adopt Resolution 2026-014.**

RESOLUTION 2026-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING SELECTION OF CRAWFORD, MODICA & HOLT TO SERVE AS PLANNING AND ZONING SPECIAL MAGISTRATE FOR THE CITY OF FRUITLAND PARK AND AUTHORIZING CITY STAFF TO ENTER INTO A CONTRACT WITH CRAWFORD, MODICA & HOLT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park issued Request for Proposals 2025-03 seeking qualified attorneys and firms to serve as Planning and Zoning Special Magistrate for the City of Fruitland Park; and

WHEREAS, a committee comprised of City staff reviewed the responses received to RFP 2025-03; and

WHEREAS, the committee recommends the City select and contract with the law firm of Crawford, Modica & Holt; and

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

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

Section 1. The City Commission approves selection of the law firm of Crawford, Modica & Holt to serve as Planning and Zoning Special Magistrate for the City of Fruitland Park.

Section 2. The City Commission authorizes the city manager or designee to enter into a legal services agreement with Crawford, Modica & Holt to serve as .Planning and Zoning Special Magistrate.

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 12th day of February 2026, by the City Commission of the City of Fruitland Park, Florida.

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



Mr. Jimmy D. Crawford, Esq.
Ms. Stephanie M. Modica, Esq.
Ms. Lindsay C. T. Holt, Esq.
Mr. Matthew D. Black, Esq.
Ms. Amanda J. Boggus, Esq.
Mr. James V. Modica IV, Esq.

January 13, 2026

Gwen Johns, City Clerk
City of Fruitland Park
506 West Berckman Street
Fruitland Park, Florida 34731

Re: RFP 2025-03 – Planning and Zoning Special Master Services

To whom it may concern,

On behalf of Crawford, Modica & Holt, Chartered Attorneys at Law, we respectfully submit this proposal in response to the City of Fruitland Park's Request for Proposals No. 2025-03 for Planning and Zoning Special Master Services.

This proposal is submitted for the appointment of Amanda Boggus, Associate Attorney with Crawford, Modica & Holt, to serve as the City's Planning and Zoning Special Master. Ms. Boggus is licensed to practice law in the State of Florida and has devoted her professional career to municipal law, land use, zoning, and development-related matters. She brings substantial experience as a practicing municipal attorney, former elected municipal official, and currently serving Planning and Zoning Special Master for multiple Florida local governments.

Crawford, Modica & Holt is a Florida law firm with more than three decades of concentrated experience in municipal and governmental law. Our firm represents public agencies and municipalities throughout Central Florida and maintains a longstanding commitment to providing careful, practical, and legally sound guidance to our governmental clients. Ms. Boggus is fully supported by the institutional resources of our firm, including senior municipal attorneys, collaborative legal review, and comprehensive research capabilities.

352-432-8644 PHONE · 352-432-8699 FAX · WWW.CMHLAWYERS.COM
CLERMONT: 702 WEST MONTROSE STREET, CLERMONT, FL 34711
TAVARES: 380 WEST ALFRED STREET, TAVARES, FL 32778

We have carefully reviewed the RFP and all associated requirements and hereby certify that our firm meets or exceeds each of the City's minimum qualifications. We further acknowledge and agree to all terms and conditions set forth in the RFP and accompanying documents.

We appreciate the opportunity to submit this proposal and would be honored to serve the City of Fruitland Park. Should you require any additional information or clarification, please do not hesitate to contact our office.

Respectfully submitted,

Amanda Boggus
Associate Attorney

Clermont office:

702 W. Montrose St.
Clermont, FL 34711

Tavares office:

380 W. Alfred St.
Tavares, FL 32778
Tel. No. 352-432-8644
Fax No. 352-432-8699
www.cmhlawyers.com

Narrative

This proposal is submitted on behalf of Amanda Boggus, Associate Attorney with Crawford, Modica & Holt, Chartered Attorneys, who respectfully seeks to serve the City as its Planning and Zoning Special Master. Ms. Boggus approaches this role with a strong appreciation for the responsibility entrusted to the position and with a commitment to providing fair, thoughtful, and legally sound guidance to the City's governing body. She is supported by the professional resources and institutional knowledge of Crawford, Modica & Holt, a Florida law firm with more than three decades of concentrated experience in governmental law, land development, land use and zoning, real estate, and related municipal litigation. The firm's longstanding municipal practice ensures that Ms. Boggus has continuous access to senior municipal attorneys, research support, and collaborative legal review, allowing her to approach each matter with diligence, balance, and depth of analysis.

In addition, Crawford, Modica & Holt will ensure continuity of service to the City. In the event Ms. Boggus is temporarily unavailable due to illness, scheduling conflict, emergency, or other reasonable cause, the firm will provide another qualified and competent Florida-licensed attorney with substantial municipal and land use experience to serve in her place, subject to the City's approval and all applicable ethical and conflict-of-interest requirements. This commitment ensures uninterrupted coverage for scheduled hearings and proceedings and reinforces the firm's ability to meet the City's operational needs reliably and professionally.

Ms. Boggus has been licensed to practice law in the State of Florida since 2010. She earned her Juris Doctorate from Stetson University College of Law and holds a Bachelor of Science degree from Florida State University, along with advanced public administration coursework, including completion of the General Public Administration Certificate. Since joining Crawford, Modica & Holt, her practice has focused on representing both public and private sector clients in governmental affairs, land use, zoning, development permitting, civil litigation, and municipal contract drafting and review. In this work, Ms. Boggus has developed a careful and thorough approach to the interpretation and application of land development regulations, comprehensive plan policies, development agreements, zoning procedures, and quasi-judicial processes.

In addition to her legal practice, Ms. Boggus brings meaningful municipal governance experience from her service as an elected official for the City of Tavares from 2016 through 2022, including two years as Mayor. During that time, she presided over public meetings, participated in quasi-judicial hearings, and worked closely with fellow officials, staff, legal counsel, and the public on a wide range of land use and growth management matters. This experience gave her a practical understanding of the challenges municipalities face in balancing development, regulatory compliance, and community interests, and it continues to inform her careful, respectful approach as a Special Master.

Ms. Boggus has since been retained by multiple local governments (Sumter County, City of Webster, City of Center Hill) to serve as a Planning and Zoning Special Master, where she

conducts quasi-judicial public hearings, evaluates zoning and development applications, prepares written findings and recommendations, and advises governing bodies on compliance with Florida land use law and due process requirements. She approaches these duties with professionalism, patience, and a strong respect for the parties appearing before her, recognizing the significance that land use decisions hold for property owners, residents, and local governments alike. Her ongoing service in this role reflects the confidence that local governments have placed in her ability to manage complex proceedings with fairness and consistency.

Ms. Boggus individually satisfies and exceeds the City's requirement of at least two years of experience in local government law with particular emphasis on planning and zoning. She is grateful for the mentorship and institutional support available through Crawford, Modica & Holt, whose long-standing representation of public agencies and municipalities — including Lake-Sumter State College, the Lake County Water Authority, the Town of Montverde, and the City of Tavares — further strengthens her work and ensures that each matter she handles is informed by a broad base of municipal law experience.

Ms. Boggus' professional focus remains centered on serving local governments with care, integrity, and sound legal judgment. Her combined experience as a practicing municipal attorney, retained Planning and Zoning Special Master, and former mayor has provided her with a balanced understanding of the planning and zoning process from multiple perspectives. She brings this perspective to her work with humility, attentiveness, and a sincere commitment to assisting the City in carrying out its planning and zoning responsibilities in a manner that is transparent, legally defensible, and respectful of the community it serves.

EXHIBIT "A"
CONTACT SHEET

Name: Amanda Boggus

Federal Taxpayer ID: 83-1808015

Mailing Address: 702 W. Montrose Street

City, State, & Zip Code: Clermont, Florida 34711

Telephone: 352-432-8644 Fax: _____

Email: aboggus@cmhlawyers.com

Submitted By: Amanda Boggus

Title: Associate Attorney

ATTORNEY/FIRM Accepts Credit

Cards: ☒ Yes

No

Accounting Contact:

Name: Stephanie Modica Title: Partner

Email Address: smodica@cmhlawyers.com Phone: 352-432-8644

Attorney and Firm Information

Overview

This proposal is submitted on behalf of Amanda Boggus, Associate Attorney with Crawford, Modica & Holt, Chartered Attorneys at Law (“CMH”), a Florida law firm with more than thirty years of concentrated experience in municipal and governmental law, land development, land use and zoning, real estate, and related municipal litigation. Ms. Boggus respectfully seeks appointment as the City of Fruitland Park’s Planning and Zoning Special Master.

Ms. Boggus is supported by the institutional resources, senior municipal attorneys, and collaborative legal framework of CMH, enabling the delivery of consistent, thorough, and legally sound guidance in all matters affecting municipal land use and regulatory decision-making.

Experience

Ms. Boggus has been licensed to practice law in the State of Florida since 2010. She earned her Juris Doctor from Stetson University College of Law and holds a Bachelor of Science degree from Florida State University, with advanced coursework in public administration, including completion of the General Public Administration Certificate.

Since joining CMH, Ms. Boggus’ practice has focused on representing public and private sector clients in:

- Governmental affairs
- Land use and zoning
- Development permitting
- Municipal litigation
- Municipal contract drafting and review

CMH’s longstanding municipal practice provides Ms. Boggus with continuous access to senior municipal counsel, research support, and internal peer review, ensuring that each matter is approached with depth, balance, and careful legal analysis.

Local Government & Planning / Zoning Experience

Ms. Boggus has served as Planning and Zoning Special Master for multiple Florida local governments, including:

- Sumter County
- City of Webster
- City of Center Hill

In this role, she conducts quasi-judicial public hearings, evaluates zoning and development applications, prepares written findings of fact and recommendations, and advises governing bodies on compliance with Florida land use law and due process requirements. Ms. Boggus individually satisfies and exceeds the City’s minimum requirement of at least two years of experience in local government law with particular emphasis on planning and zoning.

Municipal Governance Experience

From 2016 through 2022, Ms. Boggus served as an elected official for the City of Tavares, including two years as Mayor. During this period, she presided over public meetings, participated in quasi-judicial proceedings, and worked closely with municipal staff, legal counsel, and the public on land use and growth management matters. This experience provides her with a practical, well-rounded understanding of municipal operations and regulatory responsibilities.

References

The following municipal references are provided in accordance with RFP requirements:

Bradley Arnold, County Manager, Sumter County

John Drury, City Manager, City of Tavares

John E. Kruse, Planning Manager, City of Clermont

Proposed Attorney

Amanda Boggus
Associate Attorney
Crawford, Modica & Holt, Chartered Attorneys at Law

Ms. Boggus is proposed as the attorney who will serve as the City of Fruitland Park's Planning and Zoning Special Master.

Qualifications and Experience

Ms. Boggus has been licensed to practice law in the State of Florida since 2010. She earned her Juris Doctorate from Stetson University College of Law and holds a Bachelor of Science degree from Florida State University, with advanced public administration coursework, including completion of the General Public Administration Certificate.

Since joining Crawford, Modica & Holt, her legal practice has focused on representing public and private sector clients in governmental affairs, land use, zoning, development permitting, civil litigation, and municipal contract drafting and review. Through this work, she has developed extensive experience in the interpretation and application of land development regulations, comprehensive plan policies, development agreements, zoning procedures, and quasi-judicial processes.

Ms. Boggus currently serves as Planning and Zoning Special Master for:

- Sumter County
- City of Webster
- City of Center Hill

In this capacity, she conducts quasi-judicial public hearings, evaluates zoning and development applications, prepares written findings and recommendations, and advises governing bodies on compliance with Florida land use law and due process requirements. She individually satisfies and exceeds the City's requirement of a minimum of two years' experience in local government law with particular emphasis on planning and zoning.

Municipal Governance Experience

Ms. Boggus brings unique municipal governance experience from her service as an elected official for the City of Tavares from 2016 through 2022, including two years as Mayor. During that time, she presided over public meetings, participated in quasi-judicial hearings, and worked directly with municipal staff, legal counsel, and the public on land use and growth management matters. This experience provides her with a practical understanding of the challenges local governments face in balancing development, regulatory compliance, and community interests, and it continues to inform her careful, respectful approach as a Special Master.

Firm Support and Resources

Ms. Boggus is fully supported by Crawford, Modica & Holt, a Florida law firm with more than thirty years of concentrated experience in governmental law, land development, land use and zoning, real estate, and municipal litigation. The firm's institutional resources, senior municipal

attorneys, and collaborative legal framework provide Ms. Boggus with continuous legal support and quality control in all matters.

Accessibility and Responsiveness

Ms. Boggus approaches the Special Master role with professionalism, patience, and respect for all parties appearing before her. She recognizes the significance of land use decisions to property owners, residents, and local governments alike and is committed to providing hearings that are fair, orderly, transparent, and legally defensible. Her ongoing service as Special Master for multiple jurisdictions reflects the confidence local governments have placed in her ability to manage complex proceedings with fairness and consistency.

Proposed Compensation

Crawford, Modica & Holt proposes to provide Planning and Zoning Special Master Services through Amanda Boggus on the following compensation basis:

- Hourly Rate: \$300.00 per hour
- Travel Time: No charge for travel time
- Billing: Based on actual time spent performing services, including research, memoranda, correspondence, hearings, and related professional services
- Billing Increments: .3 hour increments, with no billing event less than .3 hours
- Expenses: Only actual, reasonable costs incurred in the performance of services, such as photocopying and mailing

This compensation structure is comprehensive and inclusive of all services necessary to fulfill the responsibilities of the Planning and Zoning Special Master, and no retainers are required.

**EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS**



THIS IS A CLAIMS-MADE POLICY AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER PURSUANT TO THE TERMS HEREIN. CLAIM EXPENSES SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS AND MAY COMPLETELY EXHAUST THE POLICY LIMITS.

PLEASE READ THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NAMED INSURED AND ADDRESS	INSURER
ITEM 1 Crawford, Modica & Holt, Chartered 702 W Montrose St Clermont, FL 34711	(hereinafter, "Insurer") Everest National Insurance Company 100 Everest Way Warren, NJ 07059
POLICY NUMBER EML0002276-251	PRODUCER Embroker Insurance Services, LLC 5214F Diamond Heights Blvd. San Francisco, CA 94131
Renewal of: EML0002276-241	

ITEM 2 **POLICY PERIOD:** FROM 10/04/2025 TO 10/04/2026
12:01 A.M. LOCAL TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE

ITEM 3 **AGGREGATE LIMIT OF LIABILITY**
A. for the Policy Period (including Claim Expenses): \$1,000,000
B. Each Claim (including Claim Expenses): \$1,000,000

ITEM 4 **DEDUCTIBLE:** \$5,000

ITEM 5 **COVERAGE EXTENSIONS**

If any of the coverages described below are left blank or "N/A" is indicated, such coverage and any reference thereto is deleted from the Policy.

COVERAGES	SUBLIMIT OF LIABILITY
A. CRISIS EVENT EXPENSES	\$25,000
B. DISCIPLINARY PROCEEDINGS EXPENSES 1. Each Disciplinary Proceeding 2. All Disciplinary Proceeding Expenses	\$25,000 \$50,000
C. SECURITY INCIDENT RESPONSE EXPENSES 1. Each Security Incident 2. All Security Incident Response Expenses	\$25,000 \$25,000
D. SUBPOENA COMPLIANCE EXPENSES	\$25,000
E. LITIGATION PARTICIPATION EXPENSES 1. Per Day Litigation Participation Expenses 2. Per Claim Litigation Participation Expenses 3. All Litigation Participation Expenses	\$500 \$25,000 \$50,000

ITEM 6 **POLICY PREMIUM:** \$10,737.00

FLORIDA FIGA SURCHARGE: \$107.37

TOTAL PREMIUM WITH TAXES & ASSESSMENTS: \$10,844.37

ITEM 7 **EXTENDED REPORTING PERIOD:**

Additional Period:	Additional Premium:
One (1) year	100% of the Annualized Premium in ITEM 6 Above
Two (2) years	150% of the Annualized Premium in ITEM 6 Above
Three (3) years	200% of the Annualized Premium in ITEM 6 Above
Five (5) years	250% of the Annualized Premium in ITEM 6 Above

ITEM 8 **RETROACTIVE DATE:** 10/04/2018

ITEM 9 **NOTICE TO INSURER:**

Notice of Claims or Potential Claims:	All Other Notices:
Email: EverestInsuranceClaims@EverestRe.com	Email: Serviceteam@embroker.com
Fax: 1-866-283-4856	Telephone: 1-844-436-2765
Telephone (toll free): 1-866-323-4501	Mail: Embroker Insurance Services LLC
Mail: Everest Insurance®	5214F Diamond Heights Blvd.
Attn: Lawyers' Professional Claims	Unit #1261
100 Everest Way	San Francisco, CA 94131
Warren, NJ 07059	

ITEM 10 **FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ON THE DATE THIS POLICY IS ISSUED:** See attached Schedule of Forms/Endorsements

THIS DECLARATIONS PAGE, TOGETHER WITH THE APPLICATION, LAWYERS PROFESSIONAL LIABILITY POLICY AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.



SCHEDULE OF FORMS/ENDORSEMENTS

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

Form Name	Form Number	Endorsement No.
LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS	LPL-CWF001A-1 0319	
LAWYERS PROFESSIONAL LIABILITY POLICY	LPL-CWF100A-1 0319	
(FLORIDA) CANCELLATION AND NONRENEWAL	EIL-FLF100A-1 0118	1
FLORIDA AGENT COUNTERSIGNATURE ENDORSEMENT	EIL-FLF200A-1 1218	2
(FLORIDA) AMENDATORY	LPL-FLF201A-1 0319	3
(FLORIDA) PAYMENT OF SETTLEMENT AND PAYMENT OF JUDGMENT AGAINST US	EIL-FLF202A-1 1218	4
(FLORIDA) NOTICE TO POLICYHOLDER	EIL-FLF204A-1 1218	6
PRODUCER INFORMATION	EIL-FLF205A-1 1218	7
INDIVIDUAL INSURED RETROACTIVE DATE ENDORSEMENT	LPL-CWF316A-2 0924	8
INSURING AGREEMENT AMENDED ENDORSEMENT	LPL-CWF317A-1 0319	9
DEFENSE COUNSEL ENDORSEMENT	LPL-CWF341A-1 0319	10
AMEND PREDECESSOR DEFINITION ENDORSEMENT	LPL-CWF347A-1 0622	11
RELIANCE UPON OTHER APPLICATION ENDORSEMENT	LPL-CWF327B-1 0622	12
AMEND DECLARATIONS Endorsement	LPL-CWF351A-1 0924	12
SEPARATE CLAIM EXPENSES COVERAGE	LPL-CWF329A-1 0319	13
ADVISORY NOTICE REGARDING TRADE OR ECONOMIC SANCTIONS	EIL-CWN010A-1 1020	
SOCIAL ENGINEERING FRAUD EXCLUSION ENDORSEMENT	LPL-CWF350A-1 0722	14

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY POLICY

THIS IS A CLAIMS-MADE POLICY AND COVERS CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER PURSUANT TO THE TERMS HEREIN. AMOUNTS INCURRED AS CLAIM EXPENSES SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS INCLUDING JUDGMENTS AND SETTLEMENTS AND MAY COMPLETELY EXHAUST THE POLICY LIMITS. PLEASE READ THE ENTIRE POLICY CAREFULLY.

In consideration of the payment of the premium and in reliance upon all information provided to and statements made to the Insurer, including those statements in the **Application**, which is made part hereof and deemed attached hereto in connection with the underwriting of this Policy, and subject to all terms, conditions and limitations of this Policy, including those in the Declarations, which is made part hereof, the Insurer and the **Named Insured**, on behalf of all **Insureds**, agree as follows:

All definitions are in Section XX – DEFINITIONS below.

SECTION I – INSURING AGREEMENT

The Insurer shall pay on behalf of the **Insured**, all **Loss** in excess of the Deductible, resulting from any **Claim** first made against the **Insured** during the **Policy Period** and reported during the **Policy Period** or **Extended Reporting Period**, if exercised, arising out of a **Wrongful Act** committed on or after the **Retroactive Date**.

SECTION II – COVERAGE EXTENSIONS

The Insurer shall reimburse the **Insured** for all **Expenses** incurred by the **Insured** as referenced in Sections A-E below, subject to the respective Sublimits for each such **Expense** as set forth in ITEM 5 of the Declarations which shall be in addition to and not part of the Aggregate Limit of Liability referenced in ITEM 3.A of the Declarations. The Insurer shall have no duty to defend any **Insured** in connection with any **Expense Event** referenced in this Section.

A. CRISIS EVENT EXPENSES

The Insurer will reimburse the **Insured** for all **Crisis Event Expenses** incurred as a result of all **Crisis Events** that first occur during the **Policy Period**, subject to the Sublimit of Liability referenced in ITEM 5.A of the Declarations.

B. DISCIPLINARY PROCEEDINGS EXPENSES

The Insurer will reimburse the **Insured** for all **Disciplinary Proceeding Expenses** incurred in connection with all **Disciplinary Proceedings** first commenced against an **Insured** during the **Policy Period**, subject to the Sublimits of Liability referenced in ITEM 5.B of the Declarations. The Insurer shall not pay and there shall be no coverage for any fines, judgments, awards or settlements in connection with any **Disciplinary Proceeding**.

C. SECURITY INCIDENT RESPONSE EXPENSES

The Insurer shall reimburse the **Named Insured** for any **Security Incident Response Expenses** incurred in connection with all **Security Incidents** first commenced against an **Insured** during the **Policy Period**, subject to the Sublimits of Liability referenced in ITEM 5.C of the Declarations.

D. SUBPOENA COMPLIANCE EXPENSES

If the **Insured** gives the Insurer notice of a subpoena for documents or testimony arising out of **Professional Services** performed by such **Insured**, first received by the **Insured** during the **Policy Period**, the Insurer shall pay reasonable attorneys' fees and expenses associated with the response to such subpoena, subject to the Sublimit of Liability referenced in ITEM 5.D of the Declarations.

At the **Insured's** request, and upon the Insurer's receipt of a copy of the subpoena, the Insurer shall assign an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony and represent the **Insured** at their deposition, provided that: (i) the subpoena arises out of a lawsuit to which the **Insured** is not a party, and (ii) the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit. Coverage provided hereunder shall not include coverage for any **Disciplinary Proceeding**.

E. LITIGATION PARTICIPATION EXPENSES

Upon the Insurer's request, the **Insureds** shall attend all **Litigation Events** relative to the defense of a **Claim**. The Insurer shall reimburse such **Insureds** for all **Litigation Participation Expenses** incurred in connection with such **Litigation Events**, subject to the Sublimits referenced in ITEM 5.E of the Declarations.

SECTION III – EXCLUSIONS

This Policy does not apply to any **Claim** or **Expense Event**:

A. BENEFICIARY/DISTRIBUTE

based upon, arising out of or attributable to, or in consequence of any **Loss** sustained by an **Insured** in its capacity as a beneficiary or distributee of any trust or estate.

B. BODILY INJURY/PROPERTY DAMAGE

based upon, arising out of or attributable to any **Bodily Injury** or **Property Damage**, provided this exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the **Insured's** rendering or failure to render **Professional Services**.

C. CAPACITY

based upon, arising out of or attributable to an **Insured's** services or capacity as an officer, director, partner, trustee, manager, owner, or employee of a corporation, partnership, association, trust or fund, including a pension, welfare, profit sharing, mutual or investment fund or trust, or any other business enterprise or charitable organization of any kind other than the **Named Insured**, provided this exclusion shall not apply to **Professional Services** provided by the **Insured** to such other entity.

D. CONDUCT

based upon, arising out of or attributable to:

1. the gaining of any profit, remuneration, advantage to which the **Insured** was not legally entitled;
2. any intentional, criminal, dishonest, malicious or deliberately fraudulent act, error or omission by and **Insured**;

If established by a final, non-appealable adjudication of the **Claim** in any judicial, administrative or alternative dispute resolution proceeding.

For purposes of determining the applicability of this exclusion, no fact pertaining to, knowledge possessed by or conduct of a natural person **Insured** shall be imputed to any other natural person **Insured**.

E. CONFIDENTIAL/PERSONAL INFORMATION

based upon, arising out of or attributable to the access to or disclosure of any person or organization's confidential or personal information, including but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information or the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data; provided, however, this exclusion does not apply: (i) to the extent of coverage

otherwise provided by Section II.C of the Policy, or (ii) to a **Claim** arising out of **Professional Services** provided by an **Insured** to a client of the **Named Insured**.

F. CONTRACT

based upon, arising out of or attributable to any actual or alleged liability of the **Insured** pursuant to any written or oral contract or agreement, including any indemnification agreement, warranty, guarantee or promise, provided that this exclusion does not apply to the extent the **Insured** would have been liable in the absence of such contract or agreement.

G. CONTROLLED ENTERPRISE

based upon, arising out of or attributable to any **Professional Services** rendered or that should have been rendered by an **Insured** to any **Controlled Enterprise**.

H. DESTRUCTION, DIMINUTION OR LOSS OF ASSETS

based upon, arising out of or attributable to any loss or destruction, or any diminution in the value of any asset in the **Insured's** care, custody or control, or out of the misappropriation of or failure to give an account of, or failure to produce upon legitimate demand, any asset in the **Insured's** care, custody or control, including the commingling of funds.

I. ERISA

based upon, arising out of or attributable to an **Insured's** actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, or the Pension Protection Act of 2006, including any amendments, or any rules, regulations or orders issued thereto, or any similar provisions of any federal, state or local law.

J. INSURED V. INSURED

brought by or on behalf of an **Insured** against another **Insured** unless such **Claim** arises out of **Professional Services** by an **Insured** to such other **Insured** as a client of the **Named Insured**.

K. INTELLECTUAL PROPERTY

based upon, arising out of or attributable to any actual or alleged violation of any intellectual property rights or law, including but not limited to, the infringement of any copyright, title, slogan, patent, trademark, certification mark, service mark, service name, trade dress, trade secret, or misappropriation of trade secrets or ideas, provided this exclusion does not apply to a **Claim** arising out of **Professional Services** provided by an **Insured** to a client of the **Named Insured**.

L. PRIOR KNOWLEDGE

based upon, arising out of or attributable to any fact, circumstance, situation or **Wrongful Act**, to which any **Insured** had knowledge as of the inception of the first lawyers professional liability policy issued by the Insurer to the **Named Insured** and continuously renewed and maintained in effect prior to the inception date of this Policy, as referenced in ITEM 2 of the Declarations, that was reasonably likely to give rise to a **Claim** or **Expense Event** that would fall within the scope of coverage provided by this Policy.

M. PRIOR NOTICE

based upon, arising out of or attributable to any fact, circumstance, situation, **Wrongful Act** which has been the subject of any notice given prior to the inception of this Policy under any lawyer's professional liability or other equivalent insurance policy to this Policy.

N. PUBLIC OFFICIAL/GOVERNMENT EMPLOYEE

based upon, arising out of or attributable to an **Insured's** services or capacity as a public official or employee of a governmental body, subdivision or agency.

SECTION IV – NOTICE

- A. As a condition precedent to their rights under the Policy, the **Insureds** shall give to the Insurer written notice of any **Claim** made against any **Insured** as soon as practicable, but in no event later than: (i) sixty (60) days after the end of the **Policy Period**, or (ii) the expiration of the applicable **Extended Reporting Period**, if exercised.
- B. With respect to coverage under SECTION II-COVERAGE EXTENSIONS, the **Insured** shall provide written notice to the Insurer of any **Expense Event** as soon as practicable but no later than the expiration of the **Policy Period** or **Extended Reporting Period**, if exercised. Notice to the Insurer of any **Expense Event** shall constitute a notice of circumstance pursuant to Section IV.C below, and any **Claim** subsequently made against any **Insured** arising out of such **Expense Event** shall be deemed under this Policy to be a **Claim** made during the **Policy Period** in which such specific **Expense Event** was first reported to the Insurer.
- C. If during the **Policy Period** an **Insured** becomes aware of any **Wrongful Act** or circumstance that might reasonably be expected to result in a **Claim** against any **Insured**, and gives written notice to the Insurer of such potential **Claim** during the **Policy Period** including:
1. a description of the specific **Wrongful Act** or circumstance, including all relevant dates;
 2. the names of the claimants and **Insureds**, to the extent known, involved in the potential **Claim**;
 3. particulars as to the reasons for anticipating a **Claim**, including the manner in which the **Insured** first became aware of the specific **Wrongful Act** or circumstance;
- then any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** or circumstance shall be deemed under this Policy to be a **Claim** made during the **Policy Period** in which such specific circumstance or **Wrongful Act** was first reported to the Insurer.
- D. Except as otherwise provided in this Policy, all notices under any provision of this Policy shall be in writing and given by prepaid express courier, certified mail, email or fax properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in ITEM 1 of the Declarations. Notice to the Insurer shall be given to the respective address shown ITEM 9 of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee or one day following the date such notice is sent, whichever is earlier, subject to proof of transmittal.

SECTION V - DEFENSE, INVESTIGATION, & CONSENT TO SETTLE

A. Defense of Claims

The Insurer has the right and duty to defend any **Claim** made against an **Insured** to which this Policy applies, even if the allegations of the **Claim** are groundless, false or fraudulent. However, the Insurer shall have no duty to defend any **Insured** against any **Claim** to which this insurance does not apply. The Insurer shall not appoint defense counsel in connection with any **Claim** without the consent of the **Named Insured**, such consent not to be unreasonably withheld or delayed.

The Insurer shall not be obligated to pay any **Loss**, or to undertake or continue the defense of any **Claim**, after the applicable Limit of Liability has been exhausted by the payment of **Loss** or a settlement agreed to by the Insurer, or after the applicable Limit of Liability has been deposited with, or becomes subject to control of, a court of competent jurisdiction. The duty to defend also terminates when all potentially covered **Claims** are dismissed or withdrawn.



If a **Claim** is subject to arbitration or mediation, the Insurer or defense counsel assigned by the Insurer shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of the arbitration or mediation proceeding.

B. Pre-Claim Assistance

If the **Insured** gives notice of a potential **Claim** pursuant to Section IV.C of the Policy, the Insurer may, at its sole discretion, pay any costs and expenses it incurs to investigate the potential **Claim**. Such payment is not subject to a Deductible and shall be in addition to and not part of, the Aggregate Limit of Liability referenced in ITEM 3.A of the Declarations. Once such potential **Claim** becomes a **Claim**, all **Loss** incurred thereafter in connection with such **Claim**, shall be subject to a Deductible and shall be part of and not in addition to, the Aggregate Limit of Liability stated in ITEM 3.A of the Declarations.

C. Consent to Settle

Except as provided in paragraph **D** below, the Insurer will not settle any **Claim** without the consent of the **Insured**, such consent not to be unreasonably withheld or delayed. As a condition precedent to coverage under this Policy, the **Insured** shall not admit liability for or settle any **Claim**, incur any **Expenses** or **Claim Expenses**, without the Insurer's prior written consent, such consent not to be unreasonably withheld. The Insurer shall have the right to investigate and conduct negotiations and, with the written consent of the **Named Insured**, effect settlement of any **Claim** as the Insurer deems reasonable. The Insurer shall not be liable for any settlement, **Loss** or assumed obligations for which it has not given its prior written consent.

- D. If the Insurer recommends a settlement of a **Claim** within the Policy's applicable Limit of Liability which is acceptable to the claimant, and the **Insureds** refuse to consent to such settlement, then the Insurer's liability on account of such **Claim** shall not exceed the total sum of:

1. the amount for which the **Claim** could have settled such **Claim**, plus **Claim Expenses** incurred up to the date of the **Insured's** refusal to consent to such settlement; and
2. fifty percent (50%) of **Loss** incurred in connection with such **Claim** in excess of the amount referenced in paragraph 1 above. The remaining fifty percent (50%) shall be borne by the **Insured** at its own risk and remain uninsured;

provided, however in no event shall the Insurer's liability exceed the applicable Limit of Liability set forth in ITEM 3.A and/or ITEM 3.B of the Declarations.

E. Collaborative Defense

The **Insured's** Deductible as provided in ITEM 4 of the Declarations will be reduced by fifty percent (50%) for any **Claim** if:

1. such **Claim** is settled or resolved as:
 - a) evidenced by a written settlement agreement; and
 - b) within 365 days of the date the **Claim** is reported to the Insurer pursuant to the terms and conditions of Section IV, and for an amount, acceptable to the Insurer; or
2. such **Claim** is settled as a result of arbitration or mediation;

provided, however, the amount of the Deductible reduction shall not exceed \$25,000 for any such **Claim**.

F. Cooperation

The **Insured** shall cooperate with the Insurer. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Insurer. The **Insured** agrees not to take any action which in any way prejudices or increases the Insurer's exposure under the Policy.

Upon the Insurer's request, the **Insured** shall assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the

Insured. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

SECTION VI – LIMIT OF LIABILITY & DEDUCTIBLE

A. Limit of Liability

1. The most the Insurer will pay for all **Loss** for all **Claims** covered by this Policy is the Aggregate Limit of Liability stated in ITEM 3.A of the Declarations. The most the Insurer will pay for all **Loss** for each **Claim** is the Each Claim Limit of Liability stated in ITEM 3.B of the Declarations.
2. The most the Insurer will pay for each respective **Expense** referenced in SECTION II-COVERAGE EXTENSIONS, is the respective Sublimit set forth in ITEMS 5.A-E of the Declarations, for each such **Expense** regardless of the number of payments sought, claimants or **Insureds** involved, or **Expense Events** that occur. Such amounts shall be in addition to and not part of the Aggregate Limit of Liability referenced in ITEM 3.A of the Policy.
3. Once the Aggregate Limit of Liability as shown in ITEM 3.A of the Declarations is exhausted by the Insurer's payment of **Loss**, the Insurer will have no further obligations of any kind under this Policy, and all such obligations, including with respect to any coverage provided under SECTION II, shall be completely fulfilled and extinguished. The Insurer is entitled to pay **Loss** as it becomes due and payable by the **Insureds**, without consideration of other future payment obligations.
4. The Aggregate Limit of Liability for any **Extended Reporting Period**, if exercised, shall be part of and not in addition to the Aggregate Limit of Liability as set forth in ITEM 3.A of the Declarations.

B. Claim Expenses

Claim Expenses are part of and not in addition to the Limits of Liability as set forth in ITEM 3 of the Declarations and the payment by the Insurer of **Claim Expenses** reduces such Limits of Liability.

C. Deductible

The Deductible stated in ITEM 4 of the Declarations shall apply separately to each **Claim**. The Insurer shall be liable only for **Loss** incurred by the **Insured** in excess of such Deductible. Any payment of a Deductible in connection with a **Claim** shall not reduce any other applicable Deductible for any other **Claim** (that is not a **Related Claim**). A Deductible shall be satisfied by monetary payments of **Loss** by the **Named Insured** or upon the **Named Insured's** failure to pay, jointly and severally by all **Insureds**. Any Deductible shall be paid within thirty (30) days of written demand by the Insurer. All other rights, duties, and obligations under the Policy shall remain the same regardless of whether or not the applicable Deductible has been satisfied.

D. Multiple Insureds, Claims and Claimants

The Limits of Liability shown in ITEM 3 of the Declarations is the most the Insurer will pay as **Loss** regardless of the number of **Insureds**, **Claims** or claimants. All **Related Claims** shall be deemed a single **Claim** and only one Deductible shall apply to such single **Claim**. Such single **Claim** shall be deemed to be first made on the date the earliest of such **Related Claims** is first made against any **Insured** regardless of whether such date is before or during the **Policy Period**. The **Insured** shall provide notice to the Insurer of any subsequent **Related Claim** pursuant to Section IV.A above. This Policy shall not cover any **Loss** incurred in connection with any subsequent **Related Claim** before such subsequent **Related Claim** is reported to the Insurer in accordance with Section IV.A of the Policy.

SECTION VII – EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

If the **Named Insured** or Insurer cancels or non-renews this Policy, other than for non-payment of premium, the **Insured** shall have an Automatic Extended Reporting Period of ninety (90) days to commence



immediately after the expiration of the Policy, to report to the Insurer any **Claim** first made against any **Insured** during the **Policy Period** but only for **Wrongful Acts** taking place on or after the **Retroactive Date** and prior to the effective date of the cancellation or non-renewal.

B. Optional Extended Reporting Period

1. If the Insurer or the **Named Insured** cancels or non-renews this Policy, other than for non-payment of premium, then the **Named Insured** shall have the right, upon payment of the additional premium as set forth in ITEM 7 of the Declarations, to purchase an **Extended Reporting Period** as set forth as set forth in ITEM 7 of the Declarations, immediately following the effective date of such termination or non-renewal but only with respect to any **Claim** first made against any **Insured** during the **Policy Period** and reported in writing to the Insurer during the **Extended Reporting Period**, and only for **Wrongful Acts** taking place on or after the **Retroactive Date** and prior to the effective date of the cancellation or non-renewal.
2. This right of extension will lapse unless written notice of such election, together with payment of the additional premium, is given by the **Insureds** to the Insurer within sixty (60) days following the effective date of cancellation or nonrenewal. The **Extended Reporting Period** is not cancellable by the Insurer and the entire additional premium for the **Extended Reporting Period** will be deemed fully earned at inception of the **Extended Reporting Period**.
3. The first ninety (90) days of the **Optional Extended Reporting Period** shall run concurrent with the Automatic Extended Reporting Period referenced in Section VII.A above.

C. Non-Practicing Extended Reporting Period

If an **Insured** as defined in Section XX.M.2 retires, or otherwise voluntarily ceases, permanently and totally, the **Private Practice Of Law** during the **Policy Period**, then such **Insured** shall have the right, upon payment of the additional premium as set forth in ITEM 7 of the Declarations, to purchase an **Extended Reporting Period** as set forth as set forth in ITEM 7 of the Declarations, to commence upon the latter of the expiration of the **Policy Period**, any renewal or successive renewal of this Policy or any optional **Extended Reporting Period**, but only for **Wrongful Acts** taking place on or after the **Retroactive Date** and prior to the effective date of the retirement or cessation.

This right of extension will lapse unless written notice of such election, together with payment of the additional premium, is given by the **Insured** to the Insurer within sixty (60) days following the effective date of retirement or cessation. The entire additional premium for the non-practicing **Extended Reporting Period** will be deemed fully earned at inception of the **Extended Reporting Period**; provided there shall be no additional premium for any **Extended Reporting Period** elected up to three (3) years if the **Insured** retires or ceases the **Private Practice of Law** during the **Policy Period** and has been insured by the Insurer under a primary lawyers professional liability policy for at least three (3) consecutive years.

This **Extended Reporting Period** is provided until such **Insured** resumes the **Private Practice of Law** or until the death of such **Insured** in which case paragraph **D** below applies.

D. Upon Death or Disability Extended Reporting Period

If a natural person **Insured** dies or becomes **Totally and Permanently Disabled** during the **Policy Period**, then upon the latter of the expiration of the **Policy Period**, any renewal or successive renewal of this Policy, or any optional **Extended Reporting Period**, such **Insured** shall be provided with a death or disability **Extended Reporting Period** as provided below:

1. In the event of death, the estate, heirs, executors or administrators of such **Insured** must provide the Insurer with written proof of the date of death. This **Extended Reporting Period** is provided to the estate, heirs, executors and administrators of such **Insured** until the executor or administrator of the estate of such **Insured** is discharged, but only with respect to any **Wrongful Act** of such **Insured** committed in their capacity as such.

2. If an **Insured** becomes **Totally and Permanently Disabled**, such **Insured** or **Insured's** legal guardian must provide the Insurer with written proof that such **Insured** is **Totally and Permanently Disabled**, including the date the disability commenced, certified by the **Insured's** physician. The Insurer retains the right to contest the certification made by the **Insured's** physician.

No additional premium will be charged for any death or disability **Extended Reporting Period**.

E. **All Extended Reporting Period Options**

1. As a condition precedent to the right to purchase an **Extended Reporting Period**, the total premium that is due shall be paid within sixty (60) days of the effective date the cancellation or non-renewal.
2. No **Extended Reporting Period** is available to any **Insured** who is disbarred, suspended or resigns from the **Private Practice of Law** in lieu of suspension, in any state where the **Insured** has a license or right to practice law.
3. There shall be no coverage for any **Claims** otherwise subject to coverage under this Section VII.A-D, if there is any other insurance in effect that would apply to such **Claims**.
4. No **Extended Reporting Period** is renewable.
5. The Limit of Liability applicable to any **Extended Reporting Period** shall be part of, and not in addition to, the Limit of Liability for the **Policy Period** and the fact that the coverage provided by this Policy may be extended by the purchase of the **Extended Reporting Period** shall not in any way renew, replenish or increase the Aggregate Limit of Liability stated in ITEM 3.A of the Declarations nor change the scope of coverage available under this Policy.
6. An offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this extension of coverage.
7. All notices and premium payments made under this section shall be submitted to the Insurer by the **Named Insured**.

SECTION VIII - FIRM CHANGES

If during the **Policy Period** there is a change of more than fifty percent (50%) of the **Named Insured's** total lawyer population (as of the effective date of the **Policy Period**), the **Named Insured** shall notify the Insurer of within sixty (60) days of such change.

Acquisition of the Named Insured

If, during the **Policy Period**, either of the following events occur:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity; or
2. the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to a **Claim** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place prior to such merger or acquisition. As of the effective date of the merger or acquisition, coverage under this Policy will cease with respect to **Claims** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place after such merger or acquisition. This Policy may not be cancelled after the effective time of such merger or acquisition, and the entire premium for this Policy shall be deemed fully earned as of such time.

SECTION IX - OTHER INSURANCE

If **Loss** resulting from any **Claim** is insured under any other valid and collectible lawyers professional liability, cyber liability or similar insurance to the insurance provided under this Policy, then this Policy shall apply only excess to the deductible, retention, if applicable, and limit of liability of such other insurance whether such other

insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the Limits of Liability provided in this Policy.

SECTION X - SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the **Insured's** rights of recovery against any person or organization, including any rights the **Insured** may have against any other **Insured** who personally participated or personally acquiesced in or remained passive after having knowledge of any dishonest, intentionally wrongful, fraudulent, criminal, or malicious act, error or omission. The **Insured** shall do whatever is necessary to secure and collect upon such right. The **Insured** shall do nothing to prejudice such rights.

SECTION XI - BANKRUPTCY

Bankruptcy or insolvency of the **Named Insured** or any **Insured** shall not relieve the Insurer of any of its obligations under this Policy, nor deprive the **Insured** of any of its rights or defenses under this Policy.

SECTION XII - REIMBURSEMENT OF THE INSURER

If the Insurer pays any **Loss** in excess of the applicable Limits of Liability (other than with respect to coverage provided under SECTION II-COVERAGE EXTENSIONS), or within the amount of any applicable Deductible, each **Insured** shall be liable to the Insurer for any and all such amounts, and, upon demand, shall pay such amounts within sixty (60) days of the Insurer's request. If it is negotiated or determined that any **Claim Expenses** are not covered under this Policy, each **Insured** agrees to repay the Insurer the amount of such **Claim Expenses** within sixty (60) days of the Insurer's request.

SECTION XIII - NAMED INSURED - SOLE AGENT

The **Named Insured** shall be the sole agent of **all Insureds** hereunder for the purpose of effecting or accepting any amendments to or cancellation of this Policy, for the purpose of receiving such notices as may be required by law and/or any provision(s) of this Policy, for the completing of any **Application** and the making of any representations, for the payment of any premium and the receipt of any return premium that may become due under this Policy, for the payment of any Deductible obligations that may become due under this Policy, and the exercising or declining to exercise any right under this Policy, including declining or exercising any **Extended Reporting Period**.

SECTION XIV – TERRITORY, VALUATION AND CURRENCY

This Policy applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world where permissible by law. If a judgment, settlement or amount of **Loss** under this Policy is stated in currency other than United States dollars, payment under this Policy will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other **Loss** becomes payable.

SECTION XV - ALTERATION, ASSIGNMENT AND HEADINGS

No change in, modification of, or assignment of interest under this Policy shall be effective unless made by the Insurer via a written endorsement to this Policy. The titles and headings to the various sections, subsections and endorsements of this Policy are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.

SECTION XVI - NO ACTION AGAINST THE INSURER

No action shall lie against the Insurer unless, as a condition precedent, there shall have been full compliance with all of the terms and conditions of this Policy. No person or organization shall have the right under this Policy to join the Insurer as a party to any action against any **Insured** to determine the liability of the **Insured**, nor shall the Insurer be impleaded by the **Insureds** or their legal representatives in any such action.

SECTION XVII - CANCELLATION & NONRENEWAL

- A. The **Named Insured** may cancel this Policy by mailing or delivering advance written notice of cancellation to the Insurer.
- B. The Insurer may cancel only for non-payment of premium. In such event, the Insurer shall mail or deliver written notice of cancellation to the **Named Insured** at least:
 - 1. Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
 - 2. Thirty (30) days before the effective date of cancellation if the Insurer cancels for any other reason.
- C. If this Policy is cancelled, as referenced in paragraphs A or B above, the Insurer shall send to the **Named Insured** a partial premium refund, computed pro rata.
- D. Any notice of cancellation shall state the effective date of cancellation. The Policy Period shall end on the effective date of the cancellation.
- E. If the Insurer decides to non-renew this Policy, the Insurer will mail or deliver to the **Named Insured** written notice of non-renewal at least 60 days prior to the end of the **Policy Period**.
- F. The Insurer shall send all notices required under this Section to the **Named Insured** at the address in ITEM 1 of the Declarations, and by mail or electronic mail to this Policy's broker of record, if any. Proof of mailing will be sufficient proof of notice.

SECTION XVIII – STATE AMENDATORY INCONSISTENCY

It is agreed that to the extent there is an inconsistency between any terms and/or conditions of the Policy or any endorsement thereto, and any state amendatory endorsement attached to this Policy, then to the extent permitted by law, the Insurer will apply those terms and conditions that are more favorable to the **Insured**.

SECTION XIX - ENTIRE CONTRACT

By acceptance of this Policy, all **Insured(s)** agree that all statements made and information furnished to the Insurer are true, accurate and complete and that this Policy has been issued in reliance upon the truth and accuracy of such statements and information, subject to all of the terms and conditions of this Policy.

SECTION XX – DEFINITIONS

- A. **Application** means all materials and information, including all signed applications and any materials submitted therewith or incorporated therein, submitted by or on behalf of the **Insureds** to the Insurer in connection with the underwriting of this Policy.
- B. **Bodily Injury** means physical injury, sickness or disease sustained by a person, including death, mental anguish or emotional distress resulting therefrom.
- C. **Claim** means any:
 - 1. written demand against any **Insured** for monetary, non-monetary or injunctive relief, including a demand that the **Insured** toll or waive a statute of limitations, and a written demand or request for arbitration, mediation or other alternative dispute resolution, which shall be deemed first made upon the **Insured's** receipt of such demand; and
 - 2. civil proceeding against an **Insured** including any appeal therefrom, commenced by and which shall be deemed first made upon the service upon, or receipt by, an **Insured** of a complaint or similar pleading;

for a **Wrongful Act**.

- D. **Claim Expenses** mean reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, including but not limited to the premium for appeal bond, attachment bond or similar bond but without any obligation by the Insurer to apply for or furnish any such bonds. **Claim Expenses** do not include salaries, wages or expenses of any **Insured** including but not limited to, partners, principals, officers, directors, members or employees of the **Insured**.
- E. **Controlled Enterprise** means any entity other than the **Named Insured**, that at the time of the **Wrongful Act** or **Expense Event**:
 - a. is a publically traded entity and 5% or more of its issued and outstanding securities or voting rights to elect or appoint a board of directors or an equivalent governing body is owned or controlled, individually or collectively, by one or more **Insured**, or any natural person **Insured's** spouse or domestic partner;
 - b. is not a publically traded entity and 25% or more of the legal, beneficial or equitable ownership of such enterprise is owned or controlled, individually or collectively, by one or more of the **Insureds** or any natural person **Insured's** spouse or domestic partner;

Controlled Enterprise does not include any business enterprise in which the ownership, control, or management by an **Insured** is exclusively in a fiduciary capacity as an administrator, conservator, executor, trustee, guardian, receiver, or committee, or in a similar fiduciary capacity incidental to the practice of law by a **Named Insured**.

- F. **Crisis Event** means:
 - 1. the death, departure or debilitating illness of the sole proprietor, managing partner, or any practice group leader of the **Named Insured**;
 - 2. an incident of workplace violence at the offices of the **Named Insured** referenced in ITEM 1 of the Declarations; or
 - 3. the filing of an involuntary bankruptcy petition against the **Named Insured**.
- G. **Crisis Event Expenses** means reasonable fees incurred by the **Named Insured** and consented to by the Insurer, for necessary consulting services provided by a public relations firm in response to a **Crisis Event**.
- H. **Disciplinary Proceeding** means a formal investigation or proceeding regarding an **Insured's** adherence to professional standards of conduct before a court, state licensing board, peer review committee, bar association or other regulatory body.

Disciplinary Proceeding does not include any: (i) criminal proceedings or proceedings or hearings to determine the reasonableness of, or right or entitlement to, any fees or charges by any **Insured**, or (ii) any subpoena otherwise covered under Section II.D of the Policy.

- I. **Disciplinary Proceeding Expenses** means reasonable and necessary fees, costs and expenses incurred for legal work performed by attorneys other than any **Insured**, in connection with **Disciplinary Proceedings**.
- J. **Expenses** means **Crisis Event Expenses**, **Disciplinary Proceeding Expenses**, **Security Incident Response Expenses**, **Litigation Participation Expenses**, and reasonable attorney fees and expenses incurred in connection with the response to a subpoena, as referenced in SECTION II.D, above.
- K. **Expense Event** means any **Crisis Event**, **Disciplinary Proceeding**, **Security Incident**, **Litigation Event** or the **Insured's** receipt of a subpoena covered under Section II.D, above.
- L. **Extended Reporting Period** means the period of coverage as shown in ITEM 7 of the Declarations.
- M. **Insured** means:
 - 1. the **Named Insured** shown in the Declarations or any **Predecessor**;
 - 2. any past, present or future partner, officer, director, shareholder, attorney, or member of the **Named Insured** but only with respect to **Professional Services** rendered on behalf of the **Named Insured** or any **Predecessor**;
 - 3. an attorney acting as "Of Counsel" but only while performing **Professional Services** on behalf of the **Named Insured**;
 - 4. all non-lawyer employees, interns, volunteers or independent contractors but only with respect to liability arising from and in the course of their services on behalf of the **Named Insured** or any **Predecessor**; and
 - 5. the estates, heirs, executors, administrators, assigns and legal representatives of a natural person **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only in their capacity as such, and only to the extent that such **Insured** would otherwise be provided coverage under the Policy.
- N. **Interrelated Wrongful Acts** means any and all **Wrongful Acts** that have as a common nexus any fact, circumstance, event, transaction, cause or series of causally or logically connected facts, circumstances, events, transactions or causes.
- O. **Litigation Events** means all mediations, settlement conferences, arbitration proceedings, hearings, depositions and trials relative to the defense of any **Claim**.
- P. **Litigation Participation Expenses** means any actual loss of earnings and reasonable expenses incurred by an **Insured** in connection with a **Litigation Event**.
- Q. **Loss** means those amounts any **Insured** becomes legally obligated to pay as a result of a **Claim**, including but not limited to damages (including punitive, exemplary and multiple damages), judgments, settlements, **Claim Expenses** and any award of pre-judgment and post-judgment interest with respects to covered damages, judgments or settlements. Solely with respect to coverage under SECTION II, **Loss** shall include **Expenses**.

The insurability of punitive, exemplary or multiple damages shall be determined under the internal laws of any jurisdiction most favorable to the **Insureds**, including the jurisdiction in which the **Named Insured**, the Insurer, this Policy or such **Claim** is located.

Loss does not include:

- 1. the multiplied portion of multiplied awards;
- 2. fines, penalties, taxes or sanctions imposed by law, other than as referenced above;



3. any amount for which an **Insured** is absolved from payment by reason of any covenant, agreement, court order, or bankruptcy of any **Insured**;
 4. the return, reduction, restitution, withdrawal, forgiveness, waiver or offset of any legal fees, costs, expenses or receivables, paid to, incurred, charged or chargeable by, an **Insured**;
 5. the cost of correcting, re-performing or completing, any **Professional Services** by an **Insured**;
 6. the cost of complying with any injunctive or other non-monetary relief;
 7. amounts which are uninsurable by law.
- R. **Named Insured** means the entity referenced in ITEM 1 of the Declarations.
- S. **Personal Injury** means injury arising out of one or more of the following offenses:
1. false arrest, unlawful detention, imprisonment, malicious prosecution, wrongful eviction, wrongful entry or trespassing; or
 2. invasion, infringement, interference with an individual's right to privacy or publicity, including but not limited to public disclosure of private facts and intrusion or commercial approbation of name or likeness;
 3. libel, slander or public disclosure of other defamatory or disparaging material;
- Personal Injury** does not mean any oral or written publication, in any manner, which arises out of advertising broadcasting or telecasting activities conducted by, or on behalf of, the **Insured**.
- T. **Policy Period** means the period of time set forth in ITEM 2 of the Declarations, subject to its earlier cancellation or termination.
- U. **Predecessor** means any individual or entity engaged in **Professional Services** and identified in the **Application** that, prior to the inception of this **Policy Period**, the **Named Insured** became the successor in interest to greater than fifty-percent (50%) of such entity or individual's financial assets and liabilities.
- V. **Private Practice of Law** means the practice of law performed by an **Insured** for a fee, including hourly, contingent or lump sum, as a sole practitioner or as a partner, officer, director, stockholder-employee, associate, manager, member or employee, of a law firm, or any agreement to act as an independent contractor or "Of Counsel" to a law firm. **Private Practice of Law** does not include the practice of law by an **Insured** on a pro bono basis.
- W. **Professional Services** means services provided to others by an **Insured** in their capacity as such:
1. as a licensed attorney in good standing or notary public;
 2. as a mediator, arbitrator, or other neutral fact finder;
 3. as a title agent pursuant to a written agreement with a licensed title insurance company, and provided that such title insurance company is not an **Insured** under this Policy;
 4. as an administrator, conservator, executor, guardian, trustee, receiver, or in any similar court appointed fiduciary capacity, provided such services are performed in connection with and incidental to **Professional Services** provided by the **Named Insured**;
 5. as an author, but only for the publication or presentation of legal research papers and legal writing materials or the presenter of legal seminars or materials, but only where such services are performed without compensation or for compensation less than \$10,000;
 6. as a member of a bar association or other ethics, peer review, accreditation, licensing or similar board, committee or organization;
 7. as a licensed attorney on a pro bono basis that is approved in writing in advance by the **Named Insured** or any **Predecessor**;

8. as a lobbyist or government affairs advisor;

Professional Services do not include:

- (a) the providing or failure to provide any financial or investment advice or financial management; or
- (b) services rendered as a real estate or insurance agent or broker or as a promoter, seller, and/or solicitor of securities, real estate or other investments.

X. **Property Damage** means:

- 1. physical injury to tangible property, including any resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- 2. loss of use of tangible property that has not been physically injured. All such loss of use shall be deemed to occur at the time such loss of use first manifests itself;

For the purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means facts or programs stored as or on, created or used on, or transmitted to or from computer software including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Y. **Related Claims** means all **Claims** for **Wrongful Acts** or **Interrelated Wrongful Acts**, which in whole or part, allege, arise out of, are based upon, or are in consequence of, the same or related facts, circumstances, situations, transactions or events, or series of related facts, circumstances, situations, transactions or events, regardless of whether the **Claim** or **Claims** alleging such acts involves the same or different claimants, causes of action or are brought in the same or different jurisdictions.

Z. **Retroactive Date** means the date specified in ITEM 8 of the Declarations.

AA. **Security Incident** means the unauthorized access of, or use of, data containing private or confidential information in connection with the performance of **Professional Services** which results in the violation of any law or regulation pertaining to the protection of such confidential information.

BB. **Security Incident Response Expenses** means any expenses incurred by the **Insured** to: 1) hire cyber forensic analysts to determine the extent of an actual security breach that has occurred; or 2) comply with state or local privacy laws requiring that notification and credit monitoring services are to be provided to individuals when the security, confidentiality or integrity of their personal information has been compromised.

CC. **Totally and Permanently Disabled** means that the **Insured** has become so disabled as to be wholly unable to provide any **Professional Services** in such **Insured's** capacity and such disability has existed continuously for not less than six (6) months and is expected to be continuous and permanent. **Totally and Permanently Disabled** shall not include any condition which:

- 1. is a result of war or acts of war, whether or not declared;
- 2. occurred during active service in the armed forces of any country; or
- 3. results from:
 - a. intentionally self-inflicted injuries; or
 - b. attempted suicide, whether or not sane; or the abuse or misuse of an addictive substance.

DD. **Wrongful Act** means any actual or alleged act, error, omission or breach of duty by an **Insured** in the rendering or failure to render **Professional Services**. **Wrongful Act** also means any actual or alleged **Personal Injury** by an **Insured** committed in the rendering or failure to render **Professional Services**.



**(FLORIDA) CANCELLATION AND NONRENEWAL****EVEREST**

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Policy:

The **CANCELLATION AND NONRENEWAL** Section of the Policy is amended to read in its entirety as follows:

CANCELLATION AND NONRENEWAL

The **Named Insured** may cancel this Policy by mailing or delivering to the Insurer advance written notice of cancellation. The Insurer may cancel this Policy only for nonpayment of premium. In such event, the Insurer shall mail or deliver to the **Named Insured** written notice of cancellation at least twenty (20) days before the effective date of such cancellation, but such cancellation shall not become effective if the **Insureds** pay such premium in full during such twenty (20) day period.

Any notice of cancellation will state the effective date of cancellation and specific reason for cancellation. The **Policy Period** will end on that date.

If this Policy is cancelled, the Insurer will send to the **Named Insured** the premium refund, computed pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to the Insurer, the Insurer will mail the refund within fifteen (15) working days after the date cancellation takes effect. The cancellation will be effective even if the Insurer has not made or offered a premium refund. If the Insurer decides not to renew this Policy, the Insurer will mail or deliver written notice of non-renewal to the **Named Insured** and the agent or broker of record at least sixty (60) days prior to the end of the **Policy Period**. Any notice of non-renewal will state the specific reason for non-renewal.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**FLORIDA AGENT COUNTERSIGNATURE ENDORSEMENT****EVEREST[®]**

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Policy:

The signature shown on this endorsement complies with the countersignature laws and regulations of the state of Florida.

Date of Countersignature

(month, day and year)

Licensed Agent

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**(FLORIDA) AMENDATORY****EVEREST**

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

SECTION VIII – Acquisition of the Named Insured is amended to read in its entirety as follows:

Acquisition of the Named Insured

If, during the Policy Period, either of the following events occur:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity; or
2. the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to a **Claim** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place prior to such merger or acquisition. As of the effective date of the merger or acquisition, coverage under this Policy will cease with respect to **Claims** for a **Wrongful Act** or **Interrelated Wrongful Acts** taking place after such merger or acquisition.

SECTION XX –DEFINITIONS, Subsection Q. Loss is amended to add the following:

Punitive and exemplary damages are uninsurable under Florida law.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**EVEREST**

**(FLORIDA) PAYMENT OF SETTLEMENT AND
PAYMENT OF JUDGMENT AGAINST US**

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following Policy(ies):

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that the following is added to the Policy:

Payment of Settlement

In any case in which a person and an insurer have agreed in writing to the settlement of a **Claim**, we shall tender payment according to the terms of the agreement no later than 20 days after such settlement is reached. The tender of payment may be conditioned upon execution by such person of a release mutually agreeable to us and the claimant, but if the payment is not tendered within 20 days, or such other date as the agreement may provide, it shall bear interest at a rate of 12 percent per year from the date of the agreement; however, if the tender of payment is conditioned upon the execution of a release, the interest shall not begin to accrue until the executed release is tendered to the insurer.

Payment of Judgment Against Us

Every judgment or decree for the recovery of money entered in any of the courts of Florida against us will be fully satisfied within 60 days from and after the entry thereof or, in the case of an appeal from such judgment or decree, within 60 days from and after the affirmative of the same by the appellate court.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

(FLORIDA) NOTICE TO POLICYHOLDER

In the event you need to contact someone about this insurance for any reason please contact the following address and/or telephone number:

EVEREST NATIONAL INSURANCE COMPANY
477 Martinsville Road, P O Box 830
Liberty Corner, NJ 07938-0830
(646) 746-1990

Endorsement No. 6

PRODUCER LICENSE NUMBER: W374827

BROKERING AGENT'S REGISTER NUMBER: _____

INSURER: EVEREST NATIONAL INSURANCE COMPANY
POLICY: EVEREST ELEVATION LAWYERS PROFESSIONAL LIABILITY POLICY



Andrew R. Lea

BROKERING AGENT SIGNATURE: _____

THIS POLICY IS IN COMPLIANCE WITH SECTION 626.752, FLORIDA STATUTES.

A COPY OF THE POLICY HAS BEEN FURNISHED TO THE INSURED AND COVERAGE IS:

☒ BOUND EFFECTIVE (TIME) (DATE) 10/04/2025

☐ NOT BOUND



INDIVIDUAL INSURED PRIOR ACTS EXCLUSION ENDORSEMENT

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The following EXCLUSION shall be added to Section III--EXCLUSIONS:

This Policy does not apply to any **Claim** or **Expense Event** based upon, arising out of or attributable to, directly or indirectly, in whole or in part, any **Wrongful Act** actually or allegedly committed by an **Individual Insured** referenced in the **Schedule** below, prior to the corresponding **Retroactive Date** referenced therein, or any **Interrelated Wrongful Acts** thereto.

SCHEDULE**INDIVIDUAL INSURED(S):**

Jimmy D. Crawford
Stephanie Modica
Lindsay Holt
Matthew Black
Amanda Boggus
James V. Modica IV

RETROACTIVE DATE:

10/04/2018
10/04/2018
10/04/2018
11/01/2021
12/12/2022
08/01/2024

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



INSURING AGREEMENT AMENDED ENDORSEMENT

EVEREST[®]

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION[®] LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

SECTION I – INSURING AGREEMENT shall be replaced with the following:

The Insurer shall pay on behalf of the **Insured**, all **Loss** in excess of the Deductible, resulting from any **Claim** first made against the **Insured** during the **Policy Period** and reported during the **Policy Period** or **Extended Reporting Period**, if exercised, arising out of a **Wrongful Act** committed after the **Retroactive Date**, provided that:

- (i) as of the inception of the first lawyers professional liability policy issued by the Insurer to the **Named Insured** (and continuously renewed and maintained in effect prior to the inception date of this Policy, as referenced in ITEM 2 of the Declarations), no **Insured** had knowledge of any fact, circumstance, situation or **Wrongful Act**, that was reasonably likely to give rise to a **Claim** or **Expense Event** that would fall within the scope of coverage provided by this Policy; and
- (ii) no **Insured** gave notice of such **Claim** or **Wrongful Act** or a **Related Claim**, **Interrelated Wrongful Act**, or **Expense Event** to any prior insurer.

The EXCLUSIONS in Section III.L and III.M are deleted.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**DEFENSE COUNSEL ENDORSEMENT****EVEREST**

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following Policy:

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The first paragraph of Section V.A shall be replaced with the following:

A. Defense of Claims

The Insurer has the sole right and duty to defend any **Claim** made against an **Insured** to which this Policy applies, even if the allegations of the **Claim** are groundless, false or fraudulent. The Insurer has the sole right to appoint defense counsel and to investigate any **Claim** or potential **Claim**. However, the Insurer shall have no duty to defend any **Insured** against any **Claim** to which this insurance does not apply.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**AMEND PREDECESSOR DEFINITION ENDORSEMENT****EVEREST**

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

SECTION XX.U. Predecessor, is replaced with the following:

- U. **Predecessor** means any individual or entity engaged in **Professional Services** that, prior to the inception of this **Policy Period**, the **Named Insured** became the successor in interest to greater than fifty-percent (50%) of such entity or individual's financial assets and liabilities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



RELIANCE UPON OTHER APPLICATION ENDORSEMENT

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The Insurer has relied upon the statements and representations made by Crawford, Modica & Holt, Chartered in the **Competitor, Agent or Broker's Application** as accurate and complete as of the date of signature on the **Competitor, Agent or Broker's Application**. The Insureds extend any statements and representations made in the **Competitor, Agent or Broker's Application** to the Insurer of this Policy and also represent that the statements and representations made in the **Competitor, Agent or Broker's Application** were accurate and complete as of the date of signature on the **Competitor, Agent or Broker's Application**. All such statements and representations shall be deemed material to the risk assumed by the Insurer of this Policy and are the basis of and are to be considered as incorporated into and constituting part of this Policy.

Competitor, Agent or Broker's Application means the application of Crawford, Modica & Holt, Chartered to Everest National Insurance Company, for coverage under Lawyers Professional Liability Policy, for the Policy Period of 10/04/2025 - 10/04/2026, signed on 08/27/2025.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



**AMEND DECLARATIONS ENDORSEMENT
(UNLIMITED EXTENDED REPORTING PERIOD)**

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium paid, it is hereby understood and agreed that **ITEM 7—EXTENDED REPORTING PERIOD** of the Declarations is amended to add the following:

Additional Period:

Unlimited Period

Additional Premium:

300% of the Annualized Premium in ITEM 6 Above

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



SEPARATE CLAIM EXPENSES COVERAGE

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that the following is added to ITEM 5 Coverage Extensions of the Declarations.

I. Separate Claim Expenses Limit of Liability

SEPARATE CLAIM EXPENSES LIMIT OF LIABILITY	\$250,000
---	------------------

II. The following shall be added to Section VI.B –Claim Expenses:

The Insurer shall pay **Claim Expenses** subject to the **Separate Claim Expenses Limit of Liability** referenced above, provided, however, the Insurer shall first pay such **Claim Expenses** out of the applicable amount specified for the **Separate Claim Expenses Limit of Liability**, prior to paying any **Claim Expenses** out of the otherwise applicable Aggregate Limit of Liability for the Policy.

III. The Separate Claim Expenses Limit of Liability, shall be in addition to, and not part of, the Aggregate Limit of Liability referenced in Item 3 of the Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ADVISORY NOTICE REGARDING TRADE OR ECONOMIC SANCTIONS

No coverage is provided by this Notice nor can it be construed to replace any provisions of the policy. Please read the policy and review the Declarations page, if applicable, for complete information on the coverages provided.

This Notice provides information concerning possible impact on insurance coverage due to any applicable trade or economic sanctions law or regulation, including but not limited to, trade or economic sanctions laws or regulations of the United Nations, European Union, Switzerland, United Kingdom, Canada or the United States Treasury Department's Office of Foreign Assets Control.

Please read this Notice carefully.

If it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable trade or economic sanctions laws or regulations, including but not limited to those of the United Nations, European Union, Switzerland, United Kingdom, Canada or the United States Treasury Department's Office of Foreign Assets Control, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from the applicable regulator. Other limitations on the premiums and payments also apply.

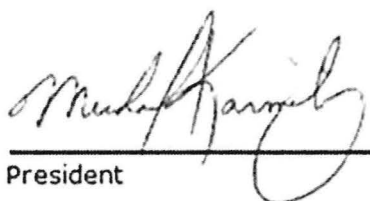


EVEREST.

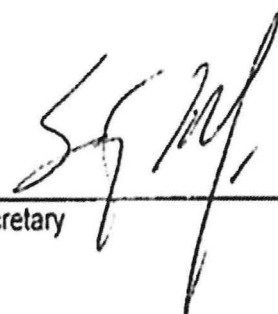
IN WITNESS

IN WITNESS WHEREOF, this policy is signed by officer of the Company shown on the declarations page of this policy.

For: Everest National Insurance Company



President



Secretary

**SOCIAL ENGINEERING FRAUD EXCLUSION ENDORSEMENT****EVEREST**

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Crawford, Modica & Holt, Chartered	EML0002276-251	10/04/2025 - 10/04/2026	Everest National Insurance Company	10/04/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION® LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that the following exclusion is added to **SECTION III—EXCLUSIONS**:

SOCIAL ENGINEERING FRAUD

based upon, arising out of, or attributable to any Loss sustained by an Insured resulting from the Insured having transferred, paid, or delivered any money or securities as the direct result of Social Engineering Fraud committed by a person purporting to be a vendor, client or natural person Insured who was authorized by the Insured to instruct other natural person Insureds to transfer money or securities.

For purposes of this endorsement, Social Engineering Fraud means the intentional misleading of a natural person Insured through misrepresentation of a material fact which is relied upon by such natural person Insured, believing it to be genuine.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

EXHIBIT "B"

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY
CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 2025-03.
2. This sworn statement is submitted by (entity) Crawford, Modica & Holt whose business address is 702 W. Montrose Street, Clermont, Florida 34711 and (if applicable) Federal Employer Identification Number (FEIN) is 33-1808015 (If a Sole Proprietor and you have no FEIN, include the last four digits of your Social Security Number: _____.)
3. My name is Jimmy Crawford and my relationship to the entity named above is Partner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fruitland Park, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, will be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months will be considered an affiliate.

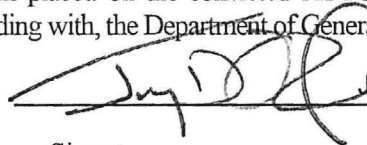
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

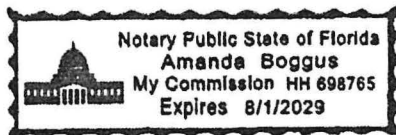
☐ The person or affiliate was placed on the convicted ATTORNEY/FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted ATTORNEY/FIRM list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted ATTORNEY/FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature _____ Date: January 6, 2026

STATE OF FLORIDA
COUNTY OF Lake

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jimmy Crawford ~~Amanda Boggus~~ who, after first being sworn by me, affixed his ~~her~~ signature at the space provided above on this 6th day of January, 2026, and is personally known to me, or has provided _____ as identification.





Notary Public
My Commission expires: 8/1/29

EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

The below-signed ATTORNEY/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

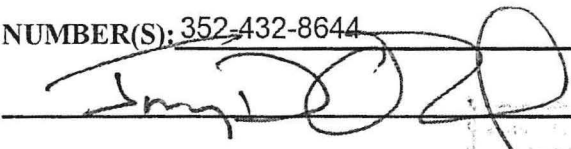
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Crawford, Modica & Holt

CITY: Clermont STATE: FL ZIP CODE: 34711

TELEPHONE NUMBER(S): 352-432-8644

SIGNATURE: 

NAME (TYPED OR PRINTED): Jimmy Crawford TITLE: Partner

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2025-03

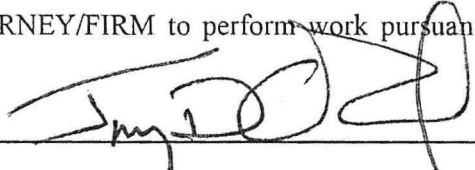
Project Description: Planning and Zoning Special Master

ATTORNEY/FIRM acknowledges and agrees to the following:

ATTORNEY/FIRM will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the ATTORNEY/FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the ATTORNEY/FIRM to perform work pursuant to the contract with the Department.

Company/Firm: Crawford, Modica & Holt

Authorized Signature:  JIMMY CRAWFORD, PARTNER

Title: Partner

Date: January 6, 2026

EXHIBIT "E"
PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL PACKAGE, SCOPE OF SERVICES, MINIMUM QUALIFICATIONS
Understands and agrees to all terms.
3. EVALUATION CRITERIA
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: ATTORNEY QUALIFICATIONS AND EXPERIENCE
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED ATTORNEY
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: LOCATION AND RESPONSIVENESS
Understands and agrees to all terms.
7. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Jimmy Crawford Title: Partner

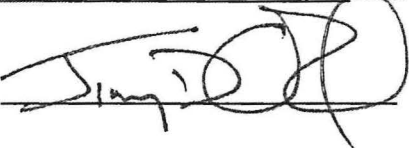
Signature:  Date: 1-6-26

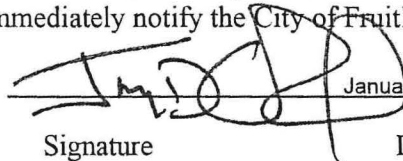
EXHIBIT "F"
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2025-03.

This sworn statement is submitted by (entity) Crawford, Modica & Holt whose business address is 702 W. Montrose Street, Clermont, Florida 34711 and (if applicable) Federal Employer Identification Number (FEIN) is 83-1308015 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

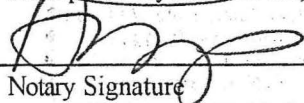
My name is Jimmy Crawford and my relationship to the entity named above is Partner.

1. The above named entity is submitting a Proposal for the City of Fruitland Park.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fruitland Park.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fruitland Park.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fruitland Park.


Signature Date: January 6, 2026

STATE OF FLORIDA
COUNTY OF Lake

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 6th day of January, 2026, and is personally known to me, or has provided _____ as identification.


Notary Signature

My Commission expires: 8/1/29

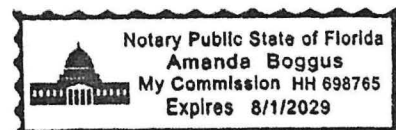


EXHIBIT "G"
Non-Collusion Affidavit

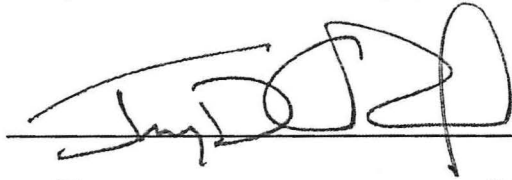
This sworn statement is submitted with Bid, Proposal or Contract for RFP 2025-03.

This sworn statement is submitted by (entity) Crawford, Modica & Holt whose business address is

702 W. Montrose Street, Clermont, Florida 34711 and (if applicable) Federal Employer Identification Number (FEIN) is 83-1808015 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: 83-1808015.)

My name is Jimmy Crawford and my relationship to the entity named above is Partner.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fruitland Park, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature

Date:

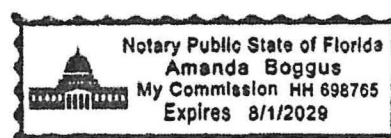
STATE OF FLORIDA
COUNTY OF Lake

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 6th day of January, 2026, and is personally known to me, or has provided _____ as identification.



Notary Signature

My Commission expires: 8/1/29



RFP 2025-03 for Planning and Zoning Services

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers received a reprimand of any nature or been suspended by the Florida Supreme Court or any other regulatory agency or professional association within the last five years?

YES ___ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five years?

YES ___ NO ☒

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five years that is related to the services your firm provides in the regular course of business?

YES ___ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts will be cause for forfeiture of rights for further consideration of this proposal for the City of Fruitland Park.

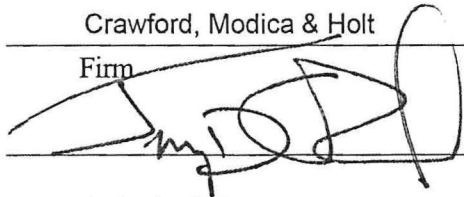
Crawford, Modica & Holt	January 6, 2026
Firm	Date
	Jimmy Crawford Partner
Authorized Signature	Printed or Typed Name and Title

EXHIBIT "I"
HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as Partner (Role) of
Crawford, Modica & Holt (Company).
3. Crawford, Modica & Holt (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I, Jimmy Crawford, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Crawford, Modica & Holt

Company Name

Authorized Signatory

Jimmy Crawford

Printed Name

Partner

Title

January 6, 2026

Date

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

ITEM TITLE: **Ordinance 2026-005 Authorizing Submission of Loan Application to the State Revolving Fund Loan Program**

MEETING DATE: February 12, 2026

DATE SUBMITTED: February 2, 2026

SUBMITTED BY: city attorney/city manager

BRIEF NARRATIVE: **Ordinance 2026-005** authorizes the city to submit a loan application to the State Revolving Fund Loan Program, authorizes the agreement, establishes the pledged revenues and designates the authorized representatives for the city.

On the City's behalf, Halff submitted a request for inclusion on the drinking water priority list in an amount of \$19,278,000. This amount is for the expansion of Water Treatment Plant No. 1, modifications and expansion of Water Treatment Plant No. 6 and construction of Water Treatment Plant No. 7. We were notified in November that Fruitland Park was approved to be entitled to receive a \$19.2 million package where 50% of the loan will be forgiven (grant) with the remaining 50% loan at 0% interest.

A requirement of submitting the loan application to the State Revolving Fund is inclusion of a resolution or ordinance that reflects the governing bodies authorization to apply for the loan. If approved, this ordinance, along with the loan application, will be submitted no later than March 12, 2026.

FUNDS BUDGETED: n/a

ATTACHMENTS: Ordinance 2026-005 Approval

RECOMMENDATION: **Approve Ordinance 2026-005.**

ACTION TO BE TAKEN:

Business Impact Estimate

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

ORDINANCE 2026-005

AN ORDINANCE OF CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT A LOAN APPLICATION PURSUANT TO THE STATE REVOLVING FUND LOAN PROGRAM; APPLYING FOR A LOAN WITH FIFTY-PERCENT LOAN FORGIVENESS FOR FUNDS FOR DRINKING WATER CAPITAL PROJECTS DESIGNATED AS PROJECT DW-35083; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

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

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

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

- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The ordinance authorizes the city manager to submit a loan application to FDEP to apply for funding through the State Revolving Fund Loan Program for drinking water projects including construction of a new water treatment plant. The ordinance also authorizes the loan agreement with a 50% loan forgiveness. The ordinance, the loan application and loan agreement adopted by the ordinance serves the public health, safety, morals and welfare of the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any: No economic impact.

(a) An estimate of direct compliance costs that businesses may reasonably incur; No costs of compliance.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; No added charge or fee is imposed by the ordinance. and

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs. No regulatory costs are incurred. Revenues from water and sewer utilities generated will be pledged to repay the loan. There is no added charge or fee being imposed by the ordinance

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

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated individuals as well as businesses and, therefore, to the extent it affects businesses, the proposed ordinance does not affect businesses disproportionately to non-businesses.

ORDINANCE 2026-005

AN ORDINANCE OF CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT A LOAN APPLICATION PURSUANT TO THE STATE REVOLVING FUND LOAN PROGRAM; APPLYING FOR A LOAN WITH FIFTY-PERCENT LOAN FORGIVENESS FOR FUNDS FOR DRINKING WATER CAPITAL PROJECTS DESIGNATED AS PROJECT DW-35083; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Sec. 166.111, Florida Statutes authorizes local government agencies to finance the planning and construction of water treatment facilities and the undertaking of any capital or other project for the purposes permitted by the State Constitution; and

WHEREAS, Sec. 180.07, Florida Statutes, provides in part that “the revenues of all or any part of any existing plants or systems or any plants or systems constructed hereunder may be pledged to secure moneys advanced for the construction or improvement of any utility plant or system or any part thereof or any combination thereof.”

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. DW-35083 as eligible for available funding; and

WHEREAS; the City of Fruitland Park, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing, and is authorized to borrow money pursuant to Sec. 3-12 of the Charter of the City of Fruitland Park when authorized by ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, as follows:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City Manager on behalf of Fruitland Park, Florida, is authorized to apply for and submit a loan application for funds pursuant to the State Revolving Loan Program to finance Project – DW- 35083.

SECTION III. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION IV. The revenues pledged for the repayment of the loan are net water and sewer system revenues after payment of debt service on the City’s senior liens identified

as SRF 350821 Urick Force Main Extension, SRF 350820 Urick Sewer Line Preconstruction, and FDOT 441 Utility Relocate Loan.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The City Manager is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The City Manager is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

SECTION VII. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this ordinance.

SECTION VIII. This ordinance shall become effective upon final adoption.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 12th day of February, 2026.

(SEAL)

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Johns, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
Passed Second Reading _____

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

ITEM TITLE: Public Hearing - Resolution 2026-009, Fruitland Hills
Extension of Development Order

MEETING DATE: February 12, 2026

DATE SUBMITTED: January 23, 2026

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

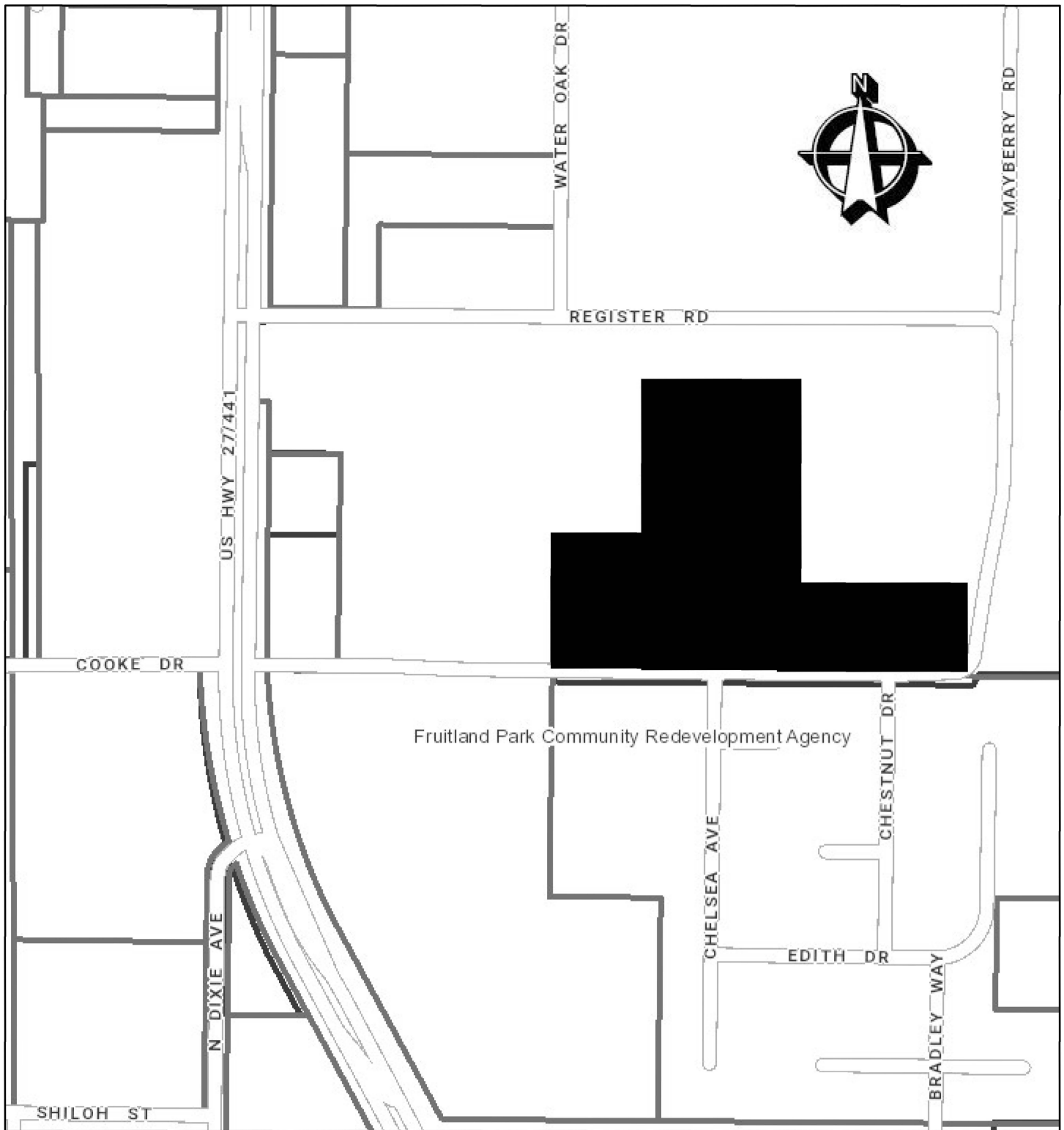
BRIEF NARRATIVE: Applicant is requesting an 18-month extension of Resolution 2024-018 to allow for the construction of a 46 residential lot subdivision with supporting infrastructure. It was stated that Lake County is experiencing a significant backlog in title services (allowing right-of-way dedication) which has delayed their ability to move forward with construction (see enclosed Gemini Land Development letter).

FUNDS REQUIRED: None

ATTACHMENTS: Map, Resolution 2026-009, Resolution 2024-018,
request/justification letter and staff report.

RECOMMENDATION: Consideration to approve Resolution 2026-009.

ACTION: Approve or deny Resolution 2026-009.



Fruitland Park Community Redevelopment Agency



September 15, 2025

City of Fruitland Park
Community Development Department
506 W. Berckman Street
Fruitland Park, FL 34731

Subject: Fruitland Hills Subdivision – Development Order Extension Request
GLD Project No.: P-23005

Dear City Staff,

On behalf of Gemini Land Development, Inc., I respectfully submit this clarification of our request for an extension of the Development Order issued March 27, 2025, for the Fruitland Hills Residential Subdivision project.

We are formally requesting:

- An extension of the 180-day commencement requirement, and
- An extension of the 18-month expiration limitation.

The basis for this request is the timing of the required right-of-way dedication with Lake County. As confirmed in recent correspondence from Lake County, their office is currently experiencing a backlog in title services, which is delaying the closing and recording of the Fruitland Hills right-of-way dedication. Their estimate indicates it may take an additional 5+ months to complete this process. Until the dedication is recorded, construction cannot move forward.

Given these circumstances, the additional time is necessary to ensure the project remains compliant with City requirements while we await the County's completion of this mandatory step. Gemini Land Development remains fully committed to advancing the subdivision as soon as the dedication is finalized and construction can commence.

We respectfully ask that the City Commission grant both the 180-day and 18-month extensions to maintain the project's active status. Please advise if any additional documentation, fees, or next steps are required to process this request.

Thank you for your consideration and continued support of this project. Should you have any questions or need additional information please contact me at 407-247-3581 or Nicole@GeminiLD.com.

Best Regards,

A handwritten signature in blue ink that reads "Nicole C. Gargas".

Nicole C. Gargas
Principal/Project Manager

c: Ryan Hinricher

RESOLUTION 2026-009

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING AN EXTENSION OF THE DEVELOPMENT ORDER ENTERED MARCH 17, 2025 THAT APPROVED CONSTRUCTION PLANS FOR THE CONSTRUCTION OF FRUITLAND HILLS SUBDIVISION CONSISTENT WITH THE PRELIMINARY PLAT APPROVED IN RESOLUTION 2024-018 ON VACANT PROPERTY LOCATED ON EAST OF U.S. HIGHWAY 27/441, NORTH OF REGISTER ROAD AND WEST OF MAYBERRY ROAD; AUTHORIZING THE MAYOR TO ISSUE A DEVELOPMENT ORDER EXTENDING THE APPROVED CONSTRUCTION PLANS UNTIL OCTOBER 22, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, legal representative Nicole C. Gargas of Gemini Land Development, Inc., filed a request for consideration of extension of the Development Order issued March 27, 2025 approving construction plans for construction of the Fruitland Hills subdivision (collectively the “Development Order”); and

WHEREAS, the request has been considered in accordance with the City’s Land Development Regulations, Ch. 157.060 (d)(16); and

WHEREAS, the City Commission of the City of Fruitland Park has considered the request in accordance with the City’s Land Development Regulations (LDRs), Ch. 157.060 (d)(16), and finds that: (1) No amendments to the LDRs having an impact on the project have been adopted since the original approval; and (2) No changes to surrounding land uses, development or other conditions have required modification of the plans to meet the requirements of the LDC.

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

Section 1. Extension.

The request for an extension is GRANTED. The expiration date of the Development Order for purposes of commencing construction is October 22, 2026.

Section 2. Development Order.

All other terms, conditions and details set forth in the Development Order remain in effect.

Section 3. Authorization.

The Mayor is authorized to issue the attached Extension of Development Order extending the approved construction plans for purposes of commencing construction pursuant to the Development Order to October 22, 2026.

Section 4. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED AND RESOLVED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2026.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Johns, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
(SEAL)

EXHIBIT A
EXTENSION OF DEVELOPMENT ORDER
Fruitland Hills Subdivision



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

EXTENSION OF DEVELOPMENT ORDER

Fruitland Hills Subdivision

The City of Fruitland Park has reviewed the request by the legal representative Nicole C. Gargas of Gemini Land Development, Inc., on behalf of the development, Fruitland Hills Subdivision, for consideration of an extension of the Development Order approving construction plans relating to a preliminary plat approved in Resolution 2024-018 which construction plans allow for construction of infrastructure supporting a 46 residential lot subdivision. The Development Order was issued March 27, 2025 to Ryan Hinricher, MRSF1, LLC, 30 W. Smith St., Winter Garden, FL 34787. The Property which is the subject of the Developer Order is identified as:

Alt. Key Number: 2872098

Parcel Id No. 03-19-24-0002-000-02800

In accordance with the City's Land Development Regulations for extension of a Development Order (Chapter 157.060) a request for an extension was submitted prior to expiration. The City Commission has considered the applicant's request for an extension. The request for an extension is granted as follows:

Construction must commence no later than October 22, 2026, unless otherwise extended by the City Commission.

The Development Order will expire May 22, 2028.

Approved by the City Commission of the City of Fruitland Park, Florida, on this ____ day of February, 2026.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Gwen Johns, City Clerk

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

CONSTRUCTION PLAN APPROVAL EXTENSION – FRUITLAND HILLS

Owner: MRSF1, LLC,

Applicant: Gemini Land Development Inc., Nicole Gargas

General Location: E of US 27/441, N of Register Road, W of Mayberry Rd

Number of Acres: 13.44 ± acres

Existing Zoning: Planned Unit Development (PUD)

Existing Land Use: Multi-Family Low Density (8 units/acre)

Date: August 26, 2025

Description of Project

The applicant/owner is seeking an extension of the construction plans which was approved on March 27, 2005 via Development Order (DO). Pursuant to the Development Order the DO will become void if construction has not begun within 180 days and shall expire 18 months from date of issuance (Chapter 157, Section 157.060(d)(16)). The preliminary plat approval was approved on June 13, 2024 via Resolution 2024-018. Preliminary plat approval shall be valid for a period of 24 months from the date it is approved by the city commission (Chapter 157, Section 157.060(5)). The approval was for a 46 unit subdivision.

	Surrounding Zoning	Surrounding Land Use
North	R-6	Lake County Urban Medium (7 units/acre)
South	R-3	City MF High Density
East	R-1	Lake County Urban Medium and Lake County Urban Low (4 units/acre)
West	CP and R-1	Lake County Urban Medium

Assessment

The applicant is requesting an extension to the Development Order. Pursuant to Chapter 157, Section 157.060(d)(16) "Term of permit. A land development permit issued under this section shall be void if construction does not commence within 180 days and shall expire 18 months from the date of its issuance regardless of whether or not the work is complete, unless the city commission grants an extension of time, in response to the applicant's request for such an extension."

There are special conditions associated with the DO as follows:

- 1) Please provide a copy of the recorded right of way dedication to Lake County for Register Road, prior to construction.
- 2) Please adhere to Resolution 2024-17 (please note that submission of current landscape plans may be required prior to issuance of a building permit).

Resolution 2024-17 granted a variance to Section 164.050 which required each lot to include 3 canopy trees and instead substitute 1 canopy tree and 1 understory tree.

The applicant indicates that they want to ensure this project continues to move forward in compliance with city requirements, they are submitting the written request for an extension prior to the 180-day deadline.

To date, construction has not commenced and the applicant indicates they are fully committed to proceeding with the development and are working diligently through the necessary preparatory steps. The requested extension will allow them to finalize outstanding items and begin construction without interruption.

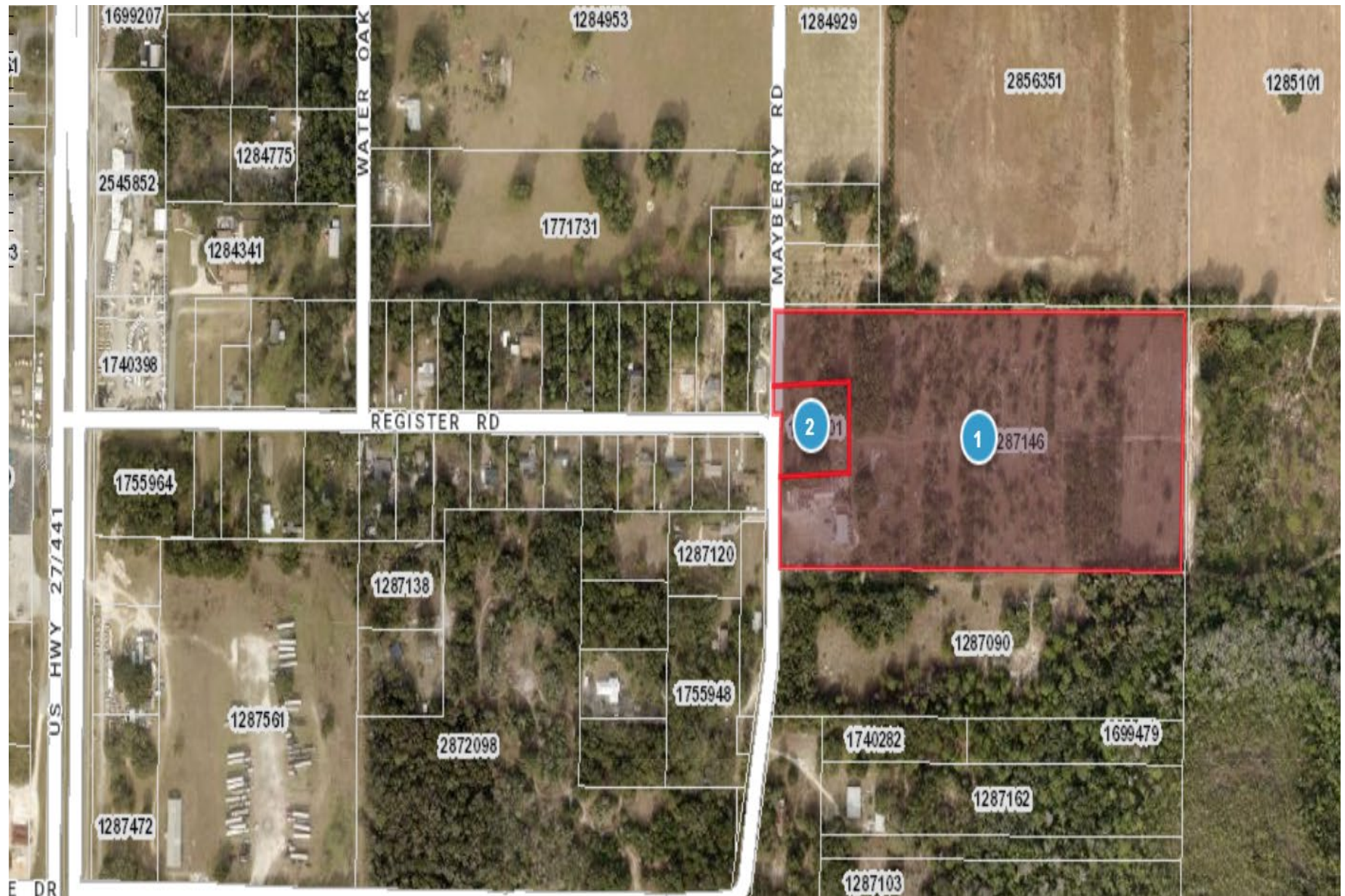
Conclusions

It is unclear how much time extension that the applicant is requesting and whether the extension request is for the 180 day limitation or the 18 month limitation. The applicant needs to clarify the request and if an extension is granted to the 180 day limitation can the applicant still abide by the 18 month limitation. It is also unclear on whether the additional right of way dedication has been recorded.

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

ITEM TITLE:	Public Hearing Resolution 2026-004 Griffin Preserve Preliminary Plan Approval; property generally located between east of US Highway 441/27 and east of Register Road. Petitioner: Sloan Engineering on behalf of the owner Griffin Preserve, LLC.
MEETING DATE:	February 12, 2026
DATE SUBMITTED:	January 23, 2026
SUBMITTED BY:	City Manager/ City Attorney/ Community Development Department
BRIEF NARRATIVE:	Applicant seeking approval of the preliminary plat/plan for a maximum of 67 residential dwelling units with 25.6% of open space. The minimum lot size is 50' x 115' or 5,750 SF; the minimum living area is 1,200 SF.
FUNDS REQUIRED:	None
ATTACHMENTS:	Resolution 2026-004, overall preliminary plan, aerial map, building elevations, staff report, advertising affidavit and draft Planning and Zoning Board minutes.
RECOMMENDATION:	The P&Z Board recommended approval of Resolution 2026-004 during its board meeting held 1/15/2026.
ACTION:	Approve or deny Resolution 2025-006.

GRIFFIN PRESERVE PRELIMINARY PLAN – ALTERNATE KEYS: 1287146 & 1287201



RESOLUTION 2026-004

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAN APPROVAL OF GRIFFIN PRESERVE GENERALLY LOCATED BETWEEN EAST OF US HIGHWAY 441/27 AND EAST OF REGISTER ROAD, FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has petitioned for preliminary plat approval of Griffin Preserve consisting of a maximum of 67 residential dwelling units; and

WHEREAS, the subject property consisting of 16.75 +/- acres is zoned PUD and has a future land use of Single-Family Medium Density and

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

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

WHEREAS, the City Commission finds that the Preliminary Plan for Griffin Preserve is in compliance with the City's land development regulations.

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

Section 1. Granting Preliminary Plan Approval.

Approval of the Preliminary Plan for Griffin Preserve, a copy of which is attached hereto, is **GRANTED WITH CONDITIONS**.

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

- a. Prior to any construction activities, inclusive of land clearing, an updated environmental assessment pursuant to Sec. 157.060(d)(3)(G) must be provided to the City for review, as well as copies of permits for removal of gopher tortoises.

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:

ESTHER COULSON, CITY CLERK

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

Approved as to form:

Anita Geraci-Carver, City Attorney



ELEVATION A

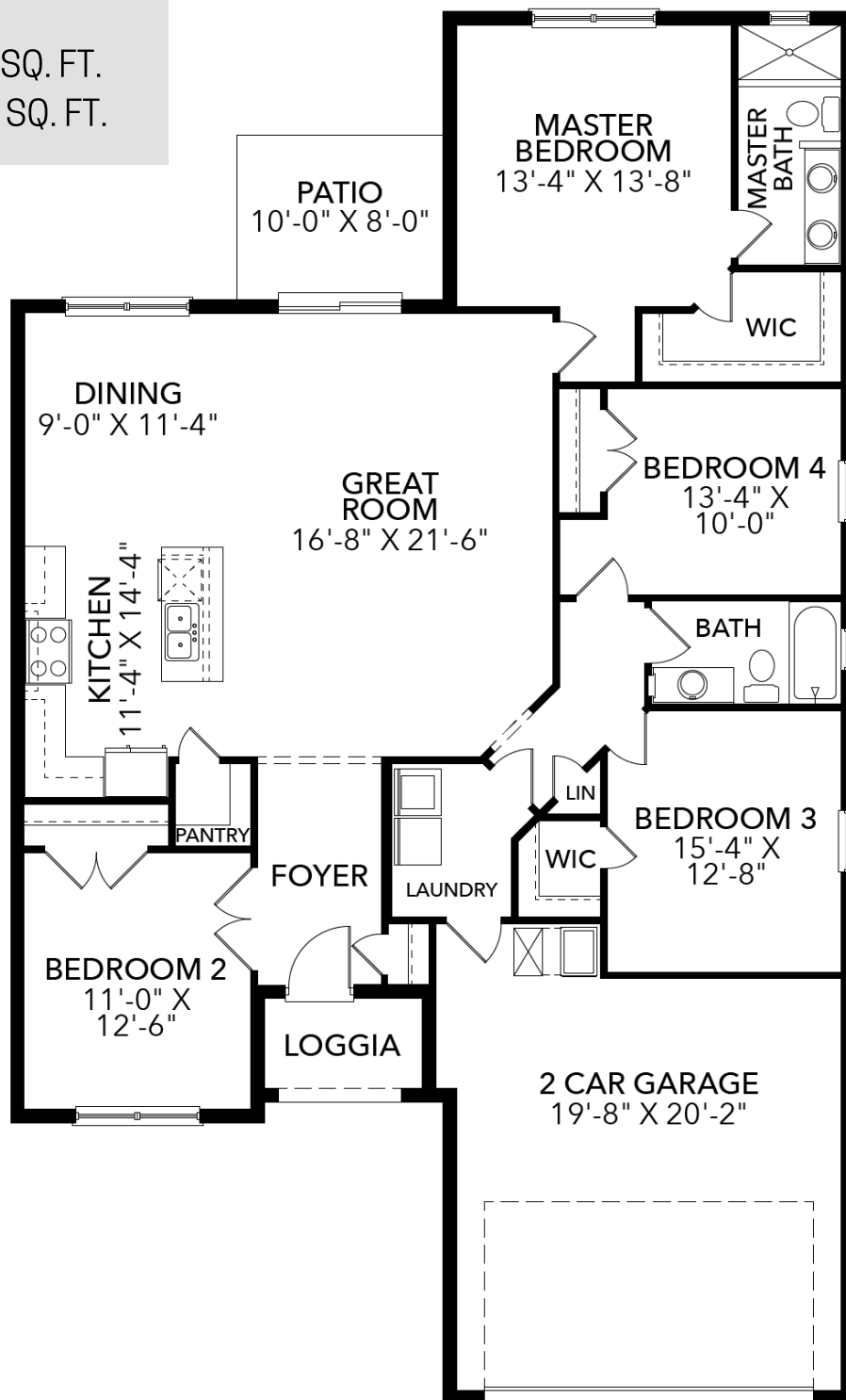


ELEVATION B



4 BEDROOMS
2 FULL BATHS

1,672 LIVING SQ. FT.
2,145 TOTAL SQ. FT.





ELEVATION A

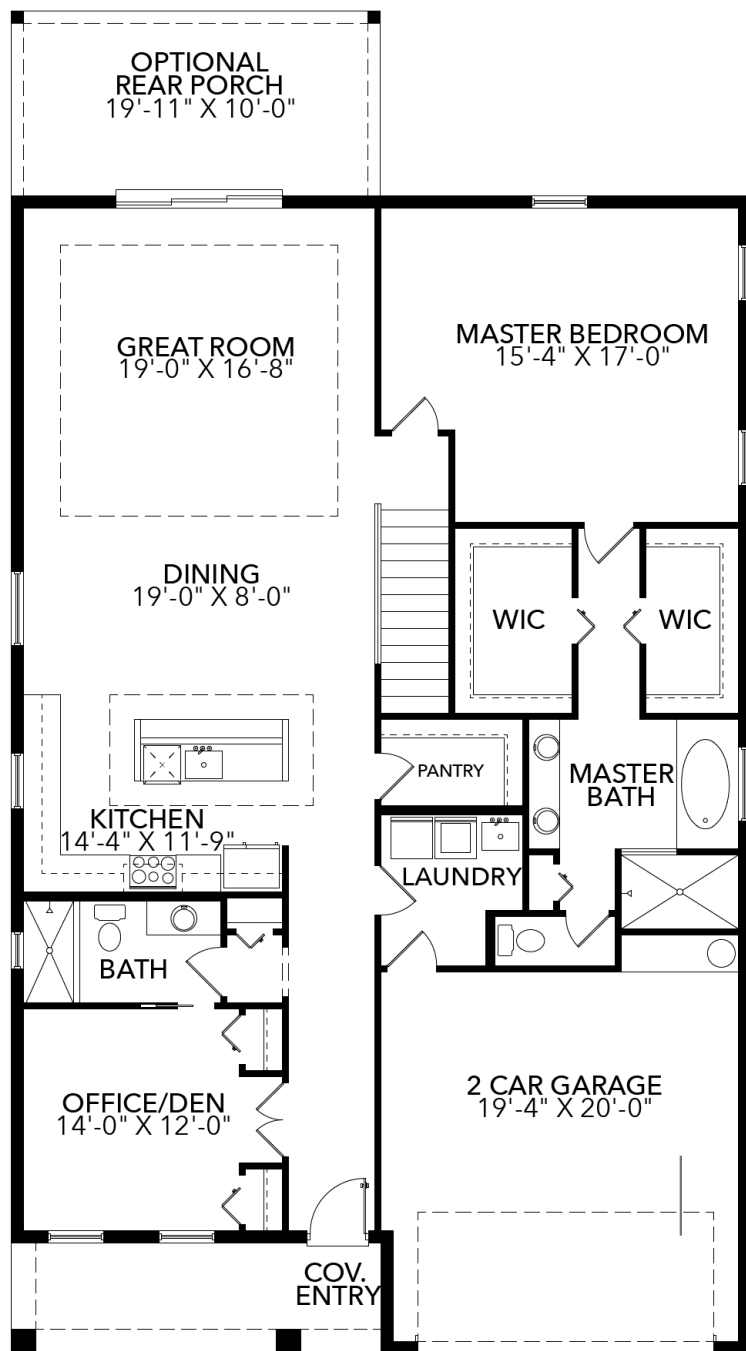


ELEVATION B

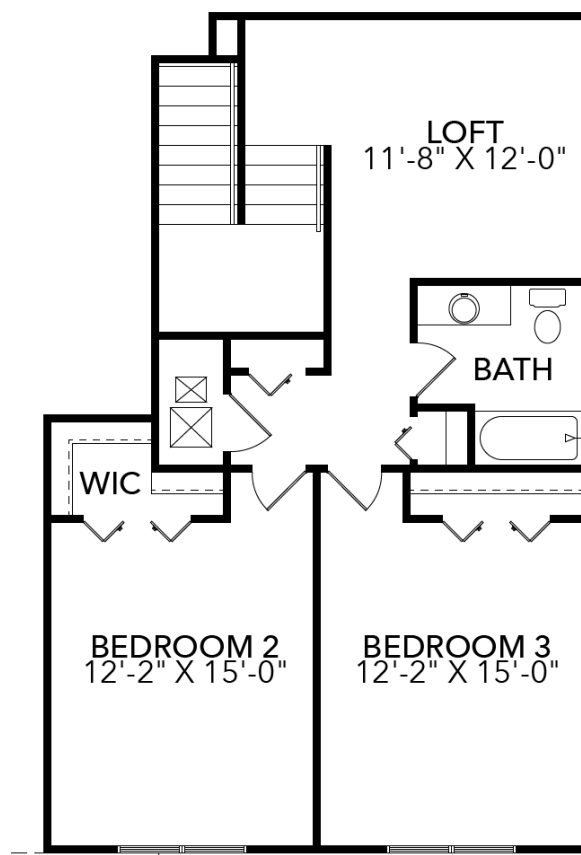


4 BEDROOMS
3 FULL BATHS

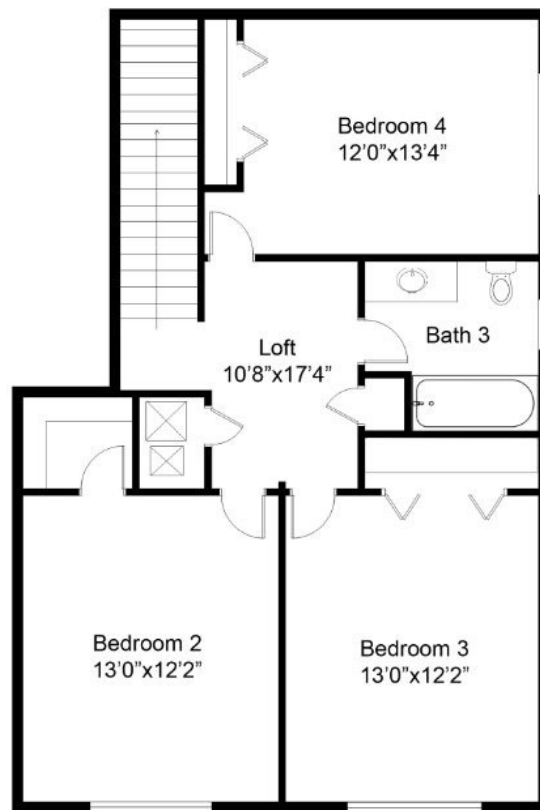
2,757 LIVING SQ. FT.
3,504 TOTAL SQ. FT.



FIRST FLOOR



SECOND FLOOR - OPTION A



SECOND FLOOR - OPTION B



ELEVATION A

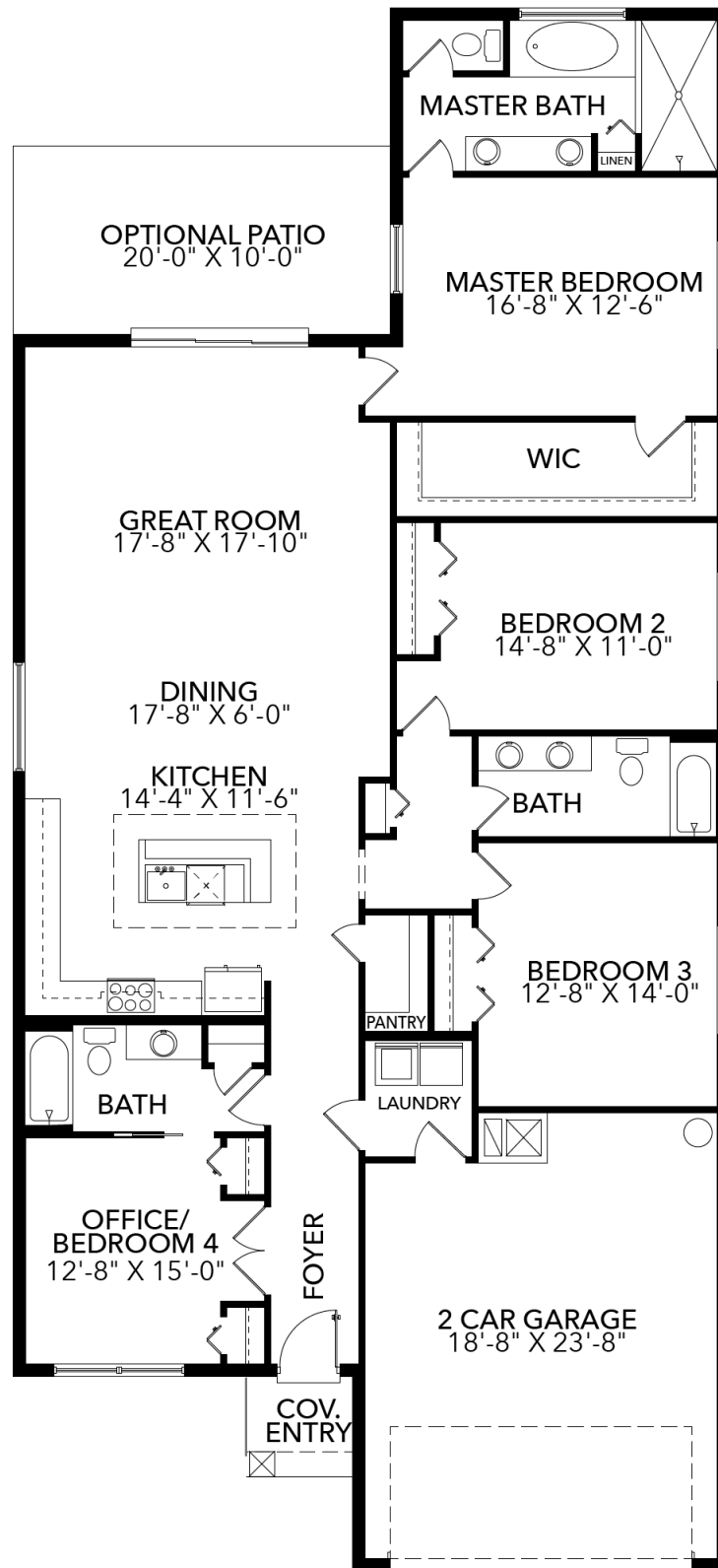


ELEVATION B



4 BEDROOMS
3 FULL BATHS

2,160 LIVING SQ. FT.
2,654 TOTAL SQ. FT.





ELEVATION A

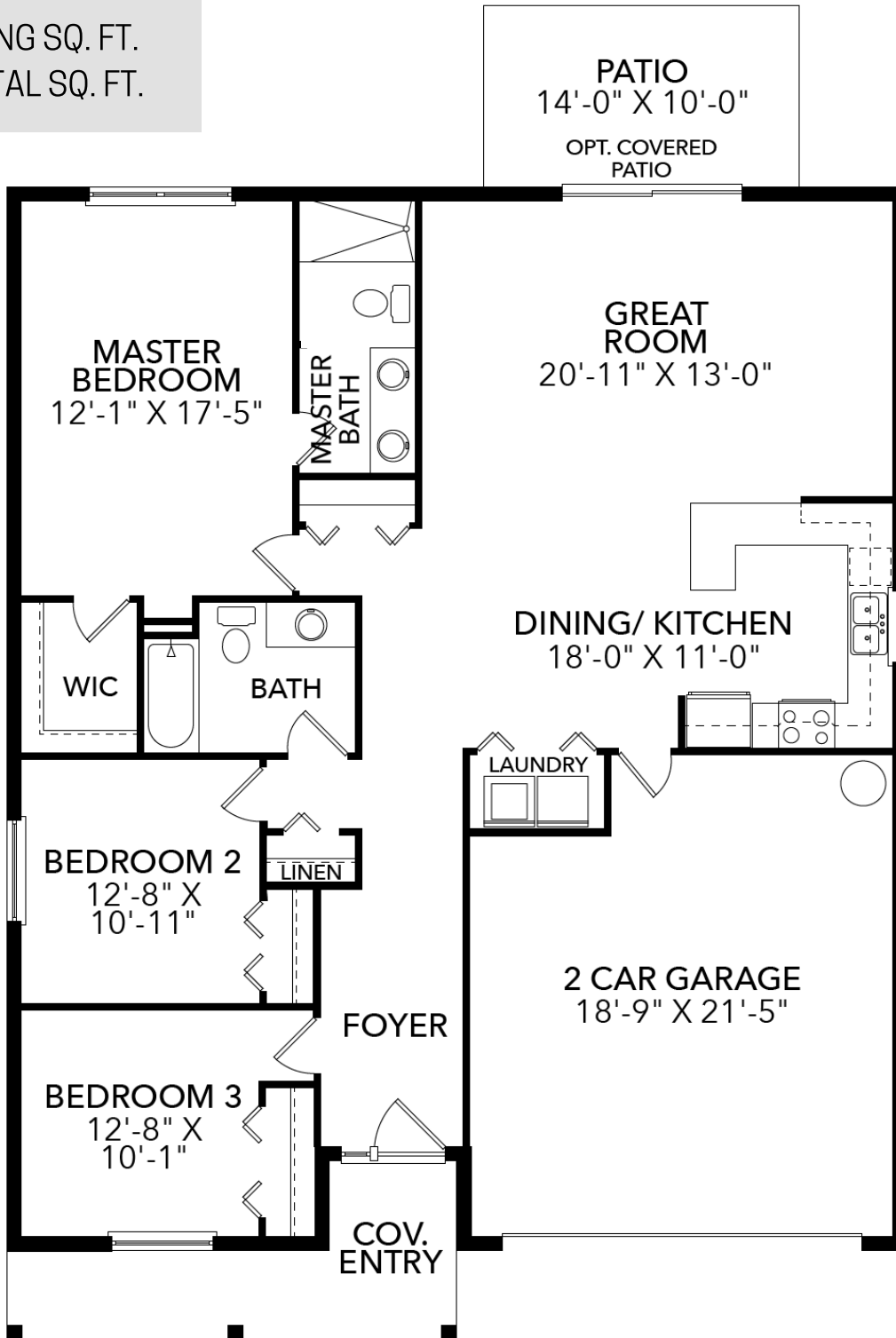


ELEVATION B



3 BEDROOMS
2 FULL BATHS

1,458 LIVING SQ. FT.
2,115 TOTAL SQ. FT.



**CITY OF FRUITLAND PARK
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.**

PRELIMINARY PLAN

Owner: Griffin Preserve LLC

Applicant: Sloan Engineering Group, Inc., Steve Sloan, P.E.

General Location: East of US 27/441 and East of Register Road

Number of Acres: 16.67 ± acres

Existing Zoning: PUD

Existing Land Use: Single-Family Medium Density (4 units/acre)

Date: January 12, 2026

Description of Project

The applicant is requesting to develop a 67-unit single family subdivision located off of Register Road. The approved Master Development Agreement allows for a minimum lot size of 50' x 115' (5,750 SF), minimum living area of 1200 SF, and requires at least 5 elevations with at least variations in material treatments for each elevation. The DA allows for a maximum lot impervious area of 55% and a maximum building coverage of 50%.

	Surrounding Zoning	Surrounding Land Use
North	R-1 (Lake County) & City PUD	Regional Office (3.0 FAR) (Lake County) & SF Low Density (2 units/acre)
South	R-1 (Lake County)	Urban Low (4 units/acre) (Lake County)
East	PFD	Recreation (0.30 FAR)
West	CFD and R-6	Urban Medium Density (7 units/acre)

Assessment

A dual boulevard entry is provided which meets the LDR requirements.

Tree removal indicates a total of 450 to be removed of which 5 are specimen trees and 1 are historic trees. Tree mitigation would require 180 trees. The landscaping plans indicate planting of 142 canopy trees, and 71 understory trees for a total of 213 trees.

Open space provided is 4.28 acres (25.6%) which includes buffers, recreation areas, and stormwater ponds. A 3' wide stabilized walking path is adjacent to the stormwater pond and leads to the playground and park.

Regulatory permits for removal of gopher tortoises will be provided prior to construction.

Lake County Schools issued a letter indicating that the proposed school impact of 21 students is considered a de minimus impact for the school district.

The DA requires at least 5 elevations with at least two (2) variations in material treatments for each elevation. The proposed residential elevations submitted appear to meet the intent of the requirements.

A master signage plan was submitted which indicates one (1) entry sign is proposed adjacent to Register Road. A separate sign permit will be required.

The proposed development will generate 717 new daily trips of which 53 occur in the AM peak hour and 70 PM peak hour trips. The analysis also indicates that the study roadway segments currently operate at satisfactory Levels of Service and will continue to do so at project completion.

Recommendation

The preliminary plan meets the technical requirements of the Land Development Regulations as it relates to planning items and development is in compliance with the Developer's Agreement.

The Villages® DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

Before the undersigned authority personally appeared **Amber Sevison** who on oath says that he or she is Legal Ad Coordinator of the Villages DAILY SUN, a daily newspaper published in Sumter County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad # **01286999** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

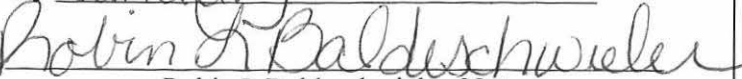
JANUARY 9, 2026

Affiant further says that the Daily Sun is a newspaper that complies with all legal requirements for publication in chapter 50, Florida Statutes.


(Signature Of Affiant)

Sworn to and subscribed before me this 9

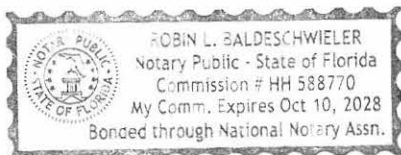
day January - 2026.


Robin L. Baldeschwieler, Notary

Personally Known _____ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

RESOLUTION 2026-004

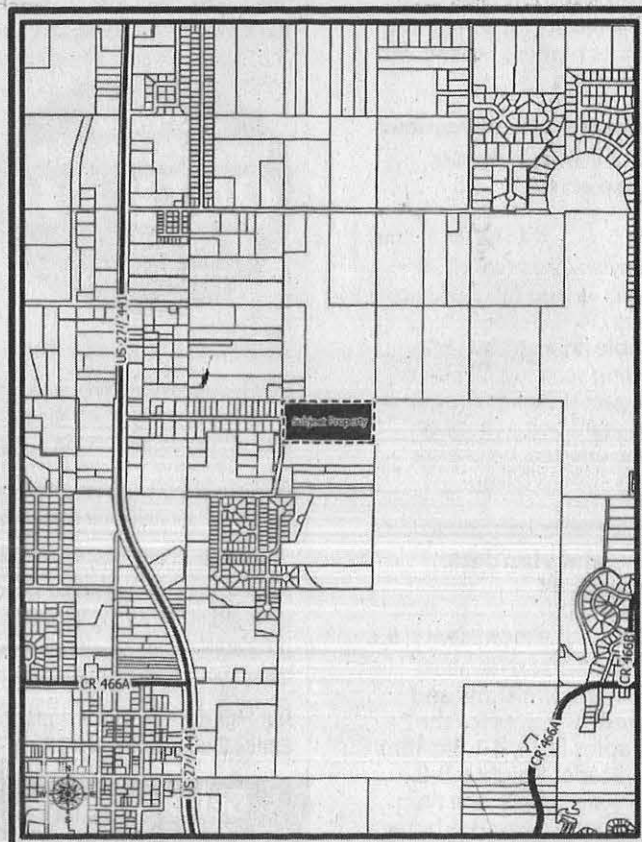
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAN APPROVAL OF GRIFFIN PRESERVE GENERALLY LOCATED BETWEEN EAST OF US HWY 441/27 AND EAST OF REGISTER ROAD, FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Planning & Zoning Board Thursday, January 15, 2026 @ 6:00 p.m.
City Commission Thursday, February 12, 2026 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed 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.





506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

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

Board Members: Al Goldberg, Chairman Daniel Dicus, Vice Chair Carlisle Burch	Others: Michael Rankin, LPG Anita Geraci-Carver, City Attorney Emily Church, Administrative Assistant Kelli Fielder, Certified Permit Tech Brenda Sigala, Permit Tech I
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MINUTES
PLANNING & ZONING (P&Z) BOARD
January 15, 2026
6:00 PM

- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Chairman Goldberg led the invocation and pledge.
- II. **ROLL CALL:** A quorum was present.
- III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from the December 18, 2025 included for review/comment. No corrections or deletions and were approved unanimously.
- IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. 1550 Miller Blvd Annexation, Small Scale Comprehensive Plan & Rezoning; Alternate Keys 1740509 and 2933232

The applicant is requesting annexation, a small-scale comp plan amendment, and a rezoning to receive city services and develop property under the C-2 permitted use zoning category pursuant to Chapter 154. The minimum C-2 lot size is 20,000 SF with a minimum lot width of 150'. The subject site has approximately 260' of frontage on CR 466A and is 174,240 SF which exceeds the C-2 requirements. At the time that the site plan is submitted, the applicant will be required to adhere to the city's land development regulations (LDRs). The current land use is County Urban Medium and the proposed future land use is City Commercial High Intensity with a 70% ISR and .50 Floor Area Ratio (FAR). The zoning designation and FLUM is consistent within the CR466A corridor and supports commercial uses.

Michael Rankin introduced the project and Chairman Goldberg opened for public comment. Ted Martel, applicant, was present to answer any questions.

Denise Galbraith Craine, Miller Blvd, identified herself as a neighboring property owner and stated that she had submitted a certified request to speak at the meeting, although staff noted no responses

were recorded from the mailed notifications. After clarification, Ms. Crane acknowledged the confusion regarding the specific property location that it was not on Register Rd and confirmed that her concerns related to a different agenda item. She indicated she would return to speak when that item was presented.

Sarah Ellen McCallum, 2125 Miller Blvd, addressed the Board and expressed appreciation for the opportunity to participate. She acknowledged the potential benefits of commercial development along the corridor but raised concerns regarding traffic impacts, potential road widening and associated costs, utility and wastewater capacity, and the intensity of C-2 zoning. Ms. McCallum suggested that C-1 zoning may be more appropriate initially, with the option to consider C-2 zoning at a later date. She thanked the Board for its consideration.

Ted Martel, applicant, addressed the Board and explained that no specific development plan had been finalized. The request for C-2 zoning was intended to provide flexibility for future uses and to remain consistent with existing commercial zoning along the Miller Road corridor, particularly in anticipation of future roadway improvements. Mr. Martel stated that the intended uses were neighborhood-scale commercial developments such as professional offices, restaurants, and retail services, not heavy industrial uses. Any future development would be subject to site plan approval and public notice.

Michael Rankin confirmed that Miller Road is planned for widening, in coordination with Lake County and the MPO, though an exact timeline was uncertain; and that access would require County approval. Utility service would be provided by City utilities, with adequate capacity under current agreements.

Jake McCallum, 2125 Miller Blvd, asked about the distinction between C-1 and C-2 zoning, noting concerns regarding potential intensity and impacts to adjacent residential properties. The Board acknowledged that buffering would be required to protect nearby residences and discussed the option of approving C-1 zoning initially, with the possibility of a future rezoning to C-2 if warranted.

Vice Chair Docus made a motion to approve the annexation and future land use amendment, while denying the requested C-2 rezoning and recommending C-1 zoning instead; seconded by Mr. Burch. The motion passed unanimously.

B. Griffin Preserve Preliminary Plat; Alternate Keys 1287201 and 1287146

The applicant is requesting a preliminary plat/plan approval to develop a 67-unit single family subdivision located off of Register Road for approximately 16.67 +/- acres. The approved Master Development Agreement allows for a minimum lot size of 50' x 115' (5,750 SF), minimum living area of 1200 SF. Ordinance 2025-019 was approved to allow for a PUD amendment to provide for maximum building coverage and maximum impervious surface ratio per lot as per attached.

Michael Rankin introduced the project and Mike Flora, applicant, was present to answer any questions. Chairman Goldberg opened for public comment.

Denise Galbraith Craine, Miller Blvd, briefly raised questions regarding access and roadway coordination related to a separate property along Miller Boulevard for the previous agenda item after conferring her initial inquiry was for Miller Blvd and not Register Rd. Michael Rankin advised that these matters could be addressed outside the meeting and would require coordination with the County regarding ingress and egress.

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

BOARD MEMBERS' COMMENTS: None.

PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

ADJOURNMENT: 6:39 PM

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

ITEM TITLE: **Second Reading of Ordinance 2026-004**

MEETING DATE: February 12, 2026

DATE SUBMITTED: January 16, 2026

SUBMITTED BY: city attorney

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

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

FUNDS BUDGETED: N/A

ATTACHMENTS: Ordinance 2026-004

RECOMMENDATION: Approval

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

ORDINANCE 2026-004

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

Gwen Johns, City Clerk

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

Approved as to form:

Anita Geraci-Carver, City Attorney

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

ITEM TITLE: First Reading and Public Hearing – Ordinance 2026-001 Annexation – for approximately 4.0 +/- acres generally located south of CR 466A and west of Lake Josephine Drive: Kimley Horn and Associates, Inc. on behalf of the owner, Villages Ranch LLC.

MEETING DATE: February 12, 2026

DATE SUBMITTED: January 23, 2026

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

BRIEF NARRATIVE: Applicant is seeking voluntary annexation into the city to receive city services. Annexation of these properties (alternate keys 1740509 and 2933232) would be considered infill development as the property is surrounded by Fruitland Park properties with R-2, R-15 and C-2 zoning designations.

FUNDS REQUIRED: None

ATTACHMENTS: Ordinance 2026-001, location map, advertising affidavit, staff report and Planning & Zoning draft minutes.

RECOMMENDATION: The P&Z board approved of Ordinance 2026-001 with a recommended C-1 vice the requested C-2 zoning.

ACTION: Consider approval of Ordinance 2026-001.



Esri, HERE, Garmin, IPC, State of Florida, Microsoft, Vantor



70 0 70 140 210 280 350 Feet

Scale: 1:3,500

Villages Ranch, LLC.

Fruitland Park, Florida
Aerial Map

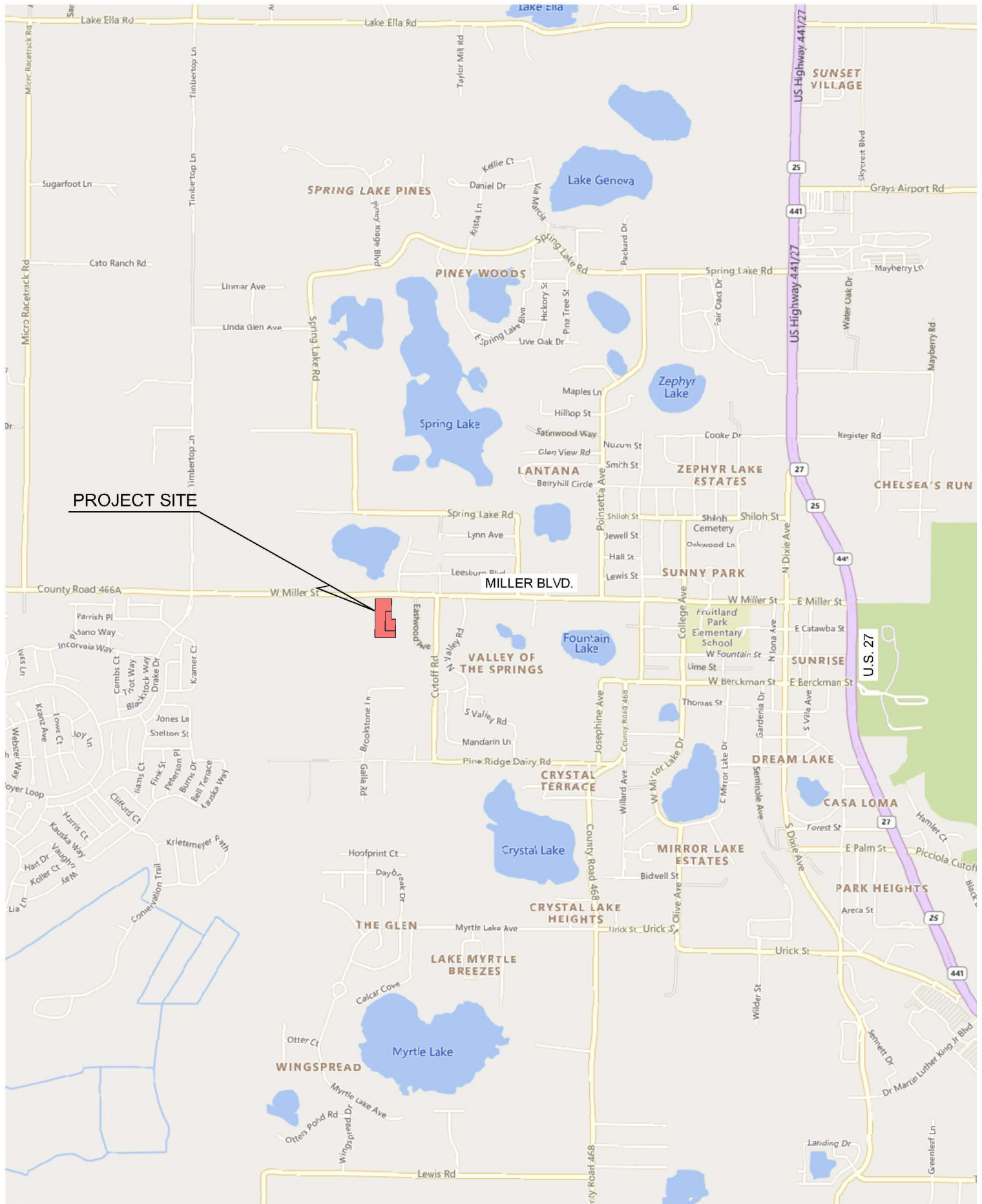
Project: 398/25/06
File: Aerial
Name: Villages Ranch LLC
PM: S. Lindh
Date: November 24, 2025
Created By: T. Ramdass



LAND PLANNING GROUP
— ENTITLEMENT · PLANNING · CONSULTING —
URBAN AND REGIONAL PLANNERS

PROJECT SITE

MILLER BLVD.



1

1550 Miller Boulevard

Lake County, Florida

LOCATION MAP

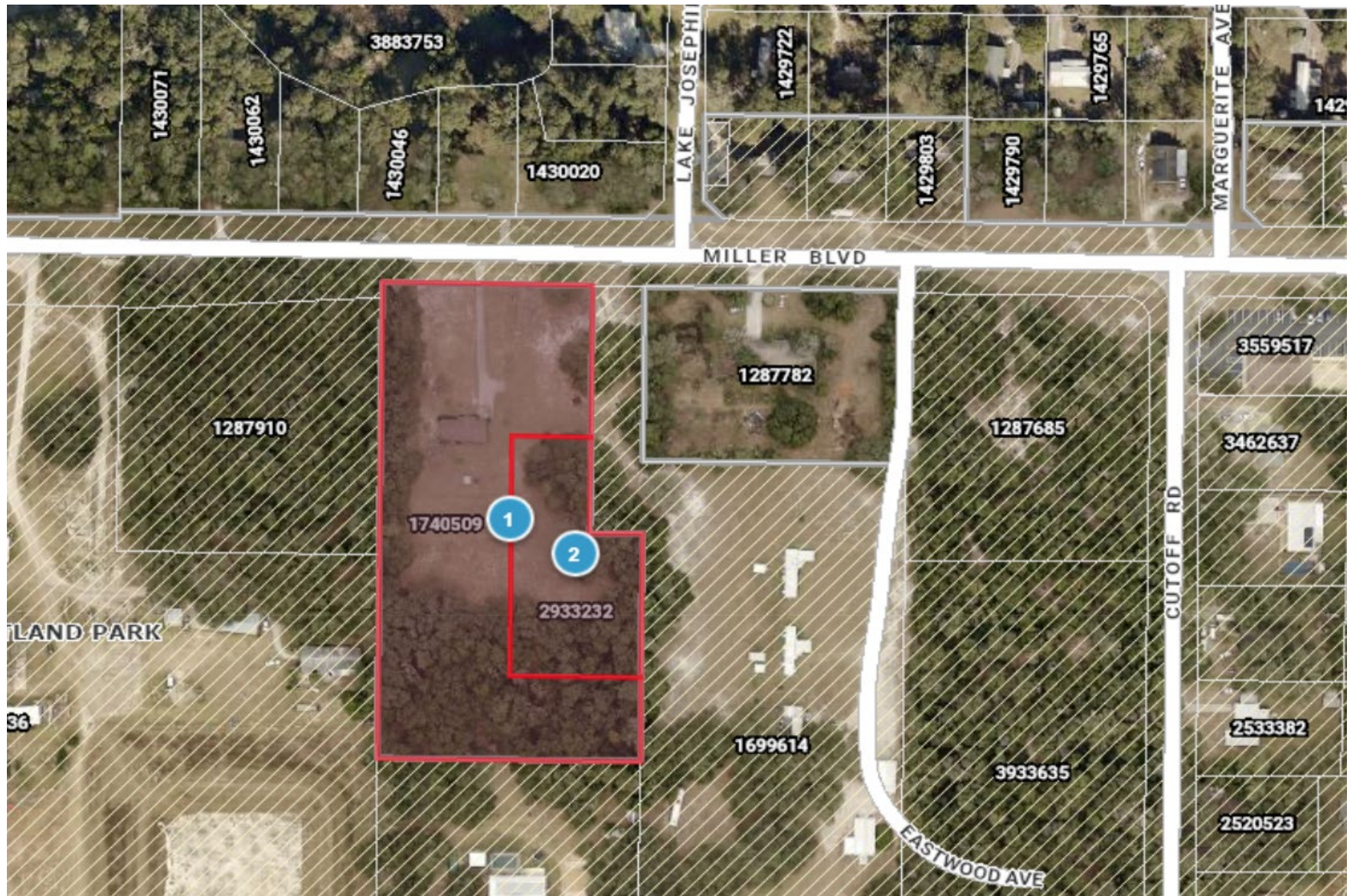
09/09/25 - Contact: Theodore Martell, P.E. (407) 456-4440

GRAPHIC SCALE IN FEET
0 250 500 1000



Kimley-Horn

1550 Miller Blvd – Alternate Keys 1740509 and 2933232 (Location Map)





September 19, 2025

City of Fruitland Park
506 W Berckman St
Fruitland Park, FL 34731

RE: *Project Location: 1550 Miller Blvd, Fruitland Park*
 KHA Project Number: 249776000

To Whom It May Concern:

Project Description:

This letter serves as project justification for the annexation of Lake County Parcels Alt Keys: 1740509 and 2933232 totaling +/- 4.0 acres into the City of Fruitland Park. The subject project is located at 1550 Miller Blvd, Fruitland Park, FL 34731. The existing zoning of the first parcel is Lake County A – Agriculture, and the existing zoning of the second parcel is Lake County R-1 – Rural Residential. The existing future land use (FLU) of both parcels is Lake County Urban Medium. It is Village Ranch LLC's (owner) intent to re-zone the subject property to City of Fruitland Park C-2, General Commercial, and amend the City's Comprehensive Plan to reflect a City of Fruitland Park FLU of COMM - Commercial High Intensity.

Justification of Intended Use:

The proposed Future Land Use designation and zoning is compatible and consistent with the existing uses in the surrounding area. The adjacent parcels zoning and FLU are listed below:

North: Zoning - R-1 (Residential); FLU - Urban Medium (County)

South: Zoning - R-2 (Residential Single-Family Home – Low Density); FLU: SFLD – Single Family Low Density in City of Fruitland Park

East: Zoning - R-15; FLU: MFHD (Multiple – Family High Density) in City of Fruitland Park

West: Zoning - C-2 General Commercial in City of Fruitland Park; FLU: COMM – Commercial High Density

No significant adverse effects are expected as a result of the land uses associated with the proposed Future Land Use and zoning amendments included in this justification narrative and application.

Please contact me at (407) 536-4440 or theodore.martell@kimley-horn.com should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Theodore J. Martell".

Theodore J. Martell, P.E.
Project Manager

ORDINANCE 2026-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 4.0 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF CR 466A AND WEST OF LAKE JOSEPHINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Kimley Horn and Associates, Inc., as Applicant on behalf of Villages Ranch LLC as Owner, requesting that approximately 4.00 ± acres of real property generally located south of CR 466A and west of Lake Josephine Drive (the "Property") be annexed to and made a part of the City of Fruitland Park; and

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

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

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

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

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

Section 1.

The following described property consisting of approximately 4.00 acres of land generally located south of CR 466A and west of Lake Josephine Drive., contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

LEGAL DESCRIPTION: See Exhibit "A"

Parcel Alternate Key No. 1740509 and 2933232

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

Section 3. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendments to include the property annexed in the City Comprehensive Plan.

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

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

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Keough-Johns, BS, MMC, City Clerk

Anita Geraci-Carver, City Attorney

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)
Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading _____
Passed Second Reading _____

(SEAL)

EXHIBIT 'A'

PARCEL 1:

The East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, of Section 5, Township 19 South, Range 24 East, in Lake County Florida; LESS the right of way of State Road S-466A,

ALSO LESS AND EXCEPTING those lands conveyed in Official Records Book 936, Page 1763: From the Northeast corner of the East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 19 South, Range 24 East, Lake County, Florida, run thence South 00 degrees 44'45" West along the East line of the said East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 a distance of 40.00 feet to the Southerly right-of- way of C-466-A and the Point of Beginning, thence South 00 degrees 44'45" West along the East line of the said East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 a distance of 324.00 feet, thence North 89 degrees 15'15" West to a point that is 66.00 feet West of when measured at right angles the said East line or the East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, thence North 00 degrees 44'45" East parallel with the said East line of the East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 a distance of 324 feet, more or less, to the said Southerly right-of-way of C 466-A, thence Easterly along the Southerly right-of-way of C-466-A to the Point of Beginning.

ALSO LESS AND EXCEPTING those lands conveyed in Official Records Book 1153, Page 1216: The South 1/2 of the East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 19 South, Range 24 East, Lake County, Florida.

ALSO LESS AND EXCEPTING:

From the NE corner of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4 of Section 5, Township 19 S, Range 24 E, Lake County, Florida, run thence S 00°44'45" W along the East line of said East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4, a distance of 40.00 feet to the Southerly right-of-way of C-466A; thence continue S 00°44'45" W along the East line of the said East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4 a distance of 324.00 feet and the Point of Beginning of this description; from said POB, continue S 00°44'45" W along said East line of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4 a distance of 187.82 feet thence N 88°52'52" W, 165.62 feet to a point that is 165.58 feet East of the West line of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4, thence N 00°45'08" E parallel with said West line of the East 1/2 of West 1/2 of SW 1/4 of SE 1/4, a distance of 313.01 feet to a point that is 200.00 feet South of the Southerly right-of-way of C-466A; thence S 89°02'52" E parallel with said Southerly right-of-way 99.58 feet, thence S 00°44'45" W, 125.91 feet, thence S 89°15'15" E 66.00 feet to the POB.

PARCEL 2:

From the NE corner of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4 of Section 5, Township 19 S, Range 24 E, Lake County, Florida, run thence S 00°44'45" W along the East line of said East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4, a distance of 40.00 feet to the Southerly right-of-way of C-466A, thence continue S 00°44'45" W along the East line of the said East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4 a distance of 324.00 feet and the Point of Beginning of this description; From said POB, continue S 00°44'45" W along said East line of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4 a distance of 187.82 feet thence N 88°52'52" W, 165.62 feet to a point that is 165.58 feet East of the West line of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4, thence N 00°45'08" E parallel with said West line of the East 1/2 of West 1/2 of SW 1/4 of SE 1/4, a distance of 313.01 feet to a point that is 200.00 feet South of the Southerly right-of-way of C-466A, thence S 89°02'52" E parallel with said Southerly right-of-way 99.58 feet, thence S 00°44'45" W, 125.91 feet; thence S 89°15'15" E 66.00 feet to the POB.

Together with Easement for Ingress and Egress from the NE corner of the East 1/2 of the W 1/2 of the SW 1/4 of the SE 1/4 of Section 5, Township 19S, Range 24E, Lake County, Florida, run thence S 00°44'45" W along the East line of said East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4, a distance of 40.00 feet to the Southerly right-of-way of C-466A and the Point of Beginning, thence continue to S 00°44'45" W along the East line of the said East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4, a distance of 324.00 feet, thence N 89°15'15" W to a point that is 66.00 feet West of when measured at right angles the said East line of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4; thence N 00°44'45" E parallel with the said East

line of the East 1/2 of the West 1/2 of the SW1/4 of the SE 1/4, a distance of 324.00 feet more or less to the said Southerly right-of-way of C-466A; thence Easterly along the Southerly right-of-way of C-466A to the POB.

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

ANNEXATION, SSCPA, AND REZONING

Owner: Villages Ranch, LLC

Engineer: Theodore Martell, P.E., Kimley-Horn

General Location: South of Miller Blvd (CR 466A) and West of Lake Josephine Dr.

Number of Acres: 4.0 ± acres

Existing Zoning: Lake County Estate Residential (R-2) and Agriculture (A)

Proposed Zoning: General Commercial (C-2)

Existing Land Use: Urban Medium Density (7 units/acre)

Proposed Land Use: Commercial High Intensity (70% ISR/0.50 FAR)

Date: November 25, 2025

Description of Project

The applicant is requesting annexation, a small-scale comp plan amendment, and a rezoning to receive city services and develop it under the C-2 permitted use zoning category pursuant to Chapter 154. The minimum C-2 lot size is 20,000 SF with a minimum lot width of 150'. The subject site has approximately 260' of frontage on CR 466A and is 174,240 SF which exceeds the C-2 requirements.

	Surrounding Zoning	Surrounding Land Use
North	Lake County R-7 and Agriculture	Urban Medium Density (7 units/acre)
South	R-2 (developed with SF residence)	Single Family Low Density (2 units/acre)
East	R-15 (developed with 4 MH)	Multi-Family High Density (15 units/acre)
West	C-2 (undeveloped & Windy Acres)	Commercial

Assessment

The C-2 zoning district allows for a variety of commercial uses and the applicant has not specified a specific use. The site abuts single family low density (R-2) to the south and multi-family high density (R-15) to the east which would require a minimum 15' landscaped buffer. No buffers are required along the western property boundary adjacent to C-2 zoning. A 25' buffer would be required adjacent to CR 466A located along the northern boundary.

Application

Chapter 152, Section 152.040(e) list criteria for review of comprehensive plan and rezoning amendments as follows:

1) Consistency with the Comprehensive Plan, or in the case of a Plan amendment, consistency with the remainder of the Plan and its goal, objectives and policies.

The applicant submitted a justification statement; however, it did not address consistency with the comprehensive plan or state which policies the proposed amendment is in compliance with. Staff conducted a review and determined the proposed amendment is in compliance with the comprehensive plan.

2) Consistency with applicable sections of the Land Development Code.

The applicant has requested a zoning of C-2 and the proposed site exceeds the minimum requirements of the C-2 district as previously outlined above. At time of site plan submittal, the applicant will be required to comply with the land development code.

3) Additionally, as to rezoning amendments:

A) Whether justified by changed or changing conditions.

Annexation into the city requires a city designated zoning.

B) Whether adequate sites already exist for the proposed district uses.

The applicant has applied for a C-2 zoning category which is consistent with the CR 466A corridor. CR 466A is a designated arterial roadway which supports general commercial type uses.

C) Whether specific requirements of the Land Development Code are adequate to ensure compatibility with adjoining properties as required by the Comprehensive Plan.

Any proposed development must comply with the land development regulations including landscape buffers which assist in buffering adjacent uses. The applicant submitted a statement indicating that the current land use is County Urban Medium (7 units/net acre) and the proposed amendment is to City Commercial High Intensity (70% ISR/.50 FAR).

Annexation

The subject site is adjacent to the City limits along the southern, eastern and western property boundary and is eligible for voluntary annexation. The subject site is also within the City's Utility Service Area.

Small Scale Comp Plan Amendment

The proposed small scale comprehensive plan amendment consists of 4 ± acres and is located south of CR 466A and west of Lake Joesphine Drive. For comprehensive plan purposes a maximum development scenario was utilized.

The site is designated as Urban Medium Density on the Lake County Future Land Use Map and it is proposed to designate the site as City of Fruitland Park Commercial High Intensity. Under the Lake County Urban Medium Density future land use could have developed at a maximum development scenario of 7 units/net acre pursuant to Lake County FLU Policy 1-1.3.3 which results in 28 units.

Under the proposed Commercial land use (70% ISR/.50 FAR) the property could be developed at a maximum development scenario of 87,120 square feet of nonresidential development pursuant to FLU Policies 1-1.2 and 1-1.12. The amendment results in a reduction of 28 units and an increase of 87,120 square feet of nonresidential development.

The property to the north is designated as Lake County Urban Medium Density (7 units/acre), property to the west within the city limits is designated as Commercial High Intensity, property to the east is designated as city Multi-family High Density (15 units/acre) and city single family low density (2 units/acre) is located adjacent to the southern boundary. The proposed land use is consistent with land uses within the City along the CR 466A corridor and buffers will be required to mitigate residential uses.

Commercial Needs Analysis – The City of Fruitland Park future land use data and analysis indicates commercial acreage needs of 578 acres by 2035. The addition of 4 acres would assist the city in meeting these needs.

Traffic Impact Analysis – The applicant submitted a trip generation summary which indicates 87,120 SF shopping center which would produce 3,289 daily trips with 82 AM Peak hour trips and 332 PM Peak hour trips. The proposed land use would increase traffic. At time of site plan submittal the applicant will need to submit a traffic impact analysis.

Solid Waste Impact Analysis – The LOS for solid waste is 2 collections per week pursuant to Public Facilities Policy 4-6.1. The city utilizes a private waste hauler through a franchise agreement. The amendment will not cause a deficiency in the LOS.

Utility Impact Analysis – The subject site is within the City of Fruitland Park Utility Service Area and central water is available. The LOS for water is 172 gallons per resident per day pursuant to Public Facilities Policy 4-10.1. For commercial sites the LOS utilizes 850 gallons per day per commercial acre. The estimated water usage is 0.0034 mgd (3,400 gallons per day) based on acreage.

The City owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.879 MGD and the permitted consumptive use permit capacity is 1.22 MGD. The City has a current available capacity of 0.115 mgpd and an analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.111 mgpd.

The City of Fruitland Park provides sanitary sewer. The City of Fruitland Park has an agreement with the Town of Lady Lake to treat sewage and the maximum capacity is 500,000 gallons per day (0.5 mgd). The City currently has an available capacity of 232,000 gallons per day (0.232 mgd). The LOS for sanitary sewer for commercial uses is 450 gallons per day pursuant to Public Facilities Policy 4-2.1. The estimated sanitary sewer usage is 0.0018 mgd based on acreage. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.230 mgd.

Environmental Analysis – The applicant submitted an environmental constraints map indicating that the subject site does not contain wetlands. Prior to development the applicant will need to submit an environmental assessment addressing protected species per Chapter 165, Section 165.190.

Rezoning

The subject property is currently zoned Rural Residential (R-1) and Agriculture (A) in Lake County and the proposed City zoning is General Commercial (C-2). Surrounding city zoning consists of General Commercial (C-2), MFHD (R-15), SFLD (R-2) and across CR 466A is Lake County R-7. The proposed C-2 zoning is consistent with the CR 466A commercial corridor.

Comprehensive Plan Compliance

The proposed amendment is in compliance with the following policies:

FLU Policy 1-1.2 and Table 1.1: Density and Intensity Standards – The applicant has applied for Commercial High Intensity land use and C-2 zoning which limits the maximum development to 70% ISR and 0.50 FAR which is consistent with this policy.

FLU Policy 1-1.12: Commercial High Intensity – The commercial high intensity land use allows for retail sales and service, professional services, higher intensity commercial uses and wholesale commercial use.

FLU Policy 1-2.1: Promote Orderly, Compact Growth – The subject site is located within the city's utility service area.

FLU Policy 1-4.1: Variety of Commercial Lands – The subject site is located along CR 466A which is a designated commercial corridor. The LDRs ensure that sufficient buffers and screening will be provided to mitigate impacts to the adjacent residential land uses.

FLU Policy 1-4.2: Access to Commercial Lands – Access to the subject site is via CR 466A and access management will comply with Lake County Standards since the roadway is under the jurisdiction of Lake County.

Conclusions

The proposed land use is consistent with the comprehensive plan and the CR 466A corridor. The proposed rezoning is consistent and compatible with adjacent zoning and appropriate buffers will be established to mitigate commercial and residential land uses.

The Villages DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

Before the undersigned authority personally appeared **Amber Sevison** who on oath says that he or she is Legal Ad Coordinator of the Villages DAILY SUN, a daily newspaper published in Sumter County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad # **01286985** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

**JANUARY 9, 2026
JANUARY 14, 2026**

Affiant further says that the Daily Sun is a newspaper that complies with all legal requirements for publication in chapter 50, Florida Statutes.

AS
(Signature Of Affiant)

Sworn to and subscribed before me this 14

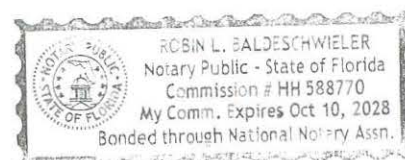
day January 2026.

Robin L. Baldeschwieler
Robin L. Baldeschwieler, Notary

Personally Known _____ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2026-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 4.0 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF CR 466A AND WEST OF LAKE JOSEPHINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2026-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY COMMERCIAL HIGH INTENSITY OF 4.00 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF CR 466A AND WEST OF LAKE JOSEPHINE DRIVE.; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2026-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 4.0 +/- ACRES OF PROPERTY FROM LAKE COUNTY RURAL RESIDENTIAL (R-1) AND AGRICULTURE (A) TO CITY OF FRUITLAND PARK GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF CR 466A AND WEST OF LAKE JOSEPHINE DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

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

Planning & Zoning Board Thursday, January 15, 2026 @ 6:00 p.m.

City Commission 1st Reading Thursday, February 12, 2026 @ 6:00 p.m.

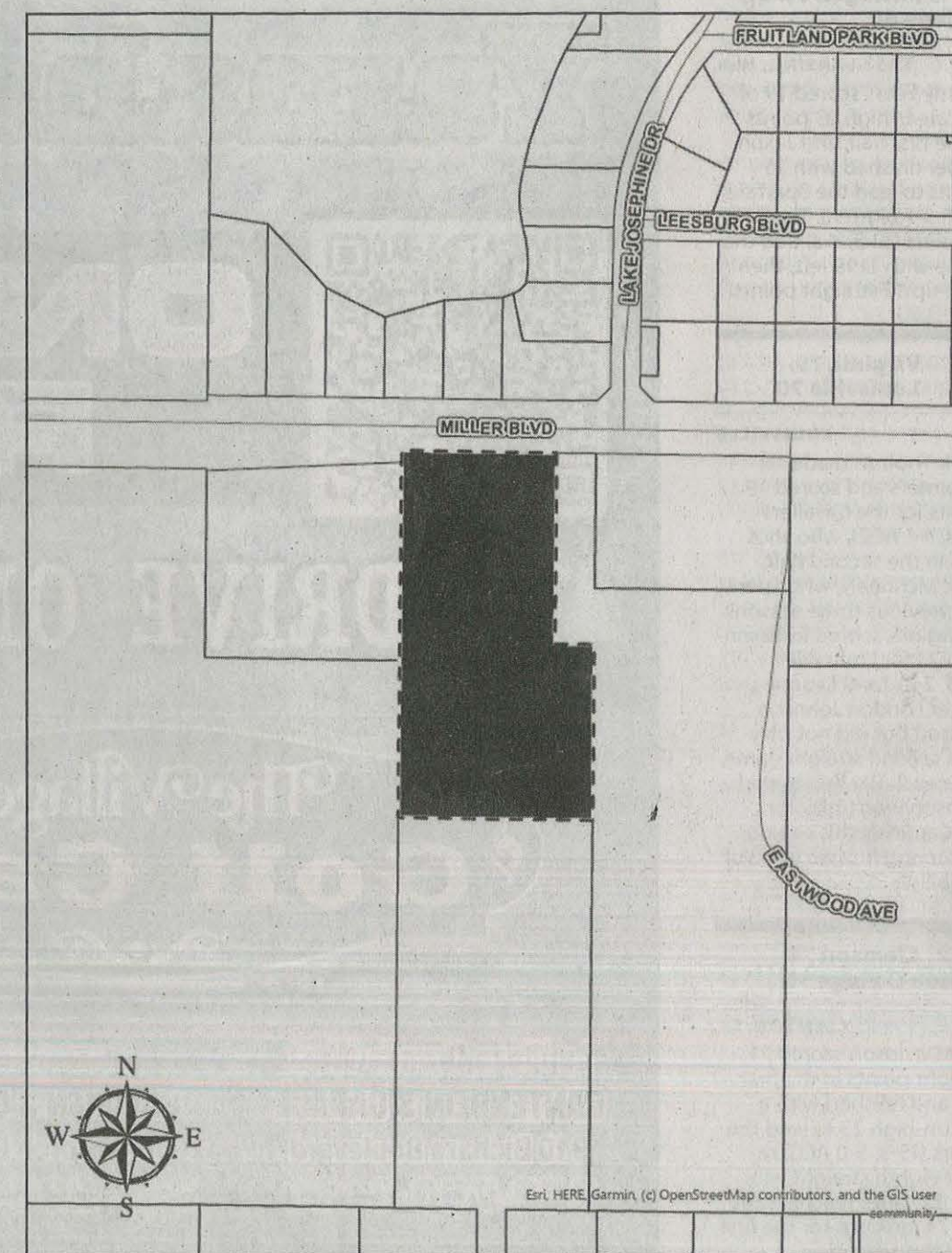
Land Planning Agency Thursday, February 12, 2026 @ 6:15 p.m.

City Commission 2nd Reading Thursday, February 26, 2026 @ 6:00 p.m.

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

Interested parties may appear at the meetings and will be heard with respect to the proposed Ordinances.

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





506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

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

Board Members: Al Goldberg, Chairman Daniel Dicus, Vice Chair Carlisle Burch	Others: Michael Rankin, LPG Anita Geraci-Carver, City Attorney Emily Church, Administrative Assistant Kelli Fielder, Certified Permit Tech Brenda Sigala, Permit Tech I
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MINUTES
PLANNING & ZONING (P&Z) BOARD
January 15, 2026
6:00 PM

- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Chairman Goldberg led the invocation and pledge.
- II. **ROLL CALL:** A quorum was present.
- III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from the December 18, 2025 included for review/comment. No corrections or deletions and were approved unanimously.
- IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. 1550 Miller Blvd Annexation, Small Scale Comprehensive Plan & Rezoning; Alternate Keys 1740509 and 2933232

The applicant is requesting annexation, a small-scale comp plan amendment, and a rezoning to receive city services and develop property under the C-2 permitted use zoning category pursuant to Chapter 154. The minimum C-2 lot size is 20,000 SF with a minimum lot width of 150'. The subject site has approximately 260' of frontage on CR 466A and is 174,240 SF which exceeds the C-2 requirements. At the time that the site plan is submitted, the applicant will be required to adhere to the city's land development regulations (LDRs). The current land use is County Urban Medium and the proposed future land use is City Commercial High Intensity with a 70% ISR and .50 Floor Area Ratio (FAR). The zoning designation and FLUM is consistent within the CR466A corridor and supports commercial uses.

Michael Rankin introduced the project and Chairman Goldberg opened for public comment. Ted Martel, applicant, was present to answer any questions.

Denise Galbraith Craine, Miller Blvd, identified herself as a neighboring property owner and stated that she had submitted a certified request to speak at the meeting, although staff noted no responses

were recorded from the mailed notifications. After clarification, Ms. Crane acknowledged the confusion regarding the specific property location that it was not on Register Rd and confirmed that her concerns related to a different agenda item. She indicated she would return to speak when that item was presented.

Sarah Ellen McCallum, 2125 Miller Blvd, addressed the Board and expressed appreciation for the opportunity to participate. She acknowledged the potential benefits of commercial development along the corridor but raised concerns regarding traffic impacts, potential road widening and associated costs, utility and wastewater capacity, and the intensity of C-2 zoning. Ms. McCallum suggested that C-1 zoning may be more appropriate initially, with the option to consider C-2 zoning at a later date. She thanked the Board for its consideration.

Ted Martel, applicant, addressed the Board and explained that no specific development plan had been finalized. The request for C-2 zoning was intended to provide flexibility for future uses and to remain consistent with existing commercial zoning along the Miller Road corridor, particularly in anticipation of future roadway improvements. Mr. Martel stated that the intended uses were neighborhood-scale commercial developments such as professional offices, restaurants, and retail services, not heavy industrial uses. Any future development would be subject to site plan approval and public notice.

Michael Rankin confirmed that Miller Road is planned for widening, in coordination with Lake County and the MPO, though an exact timeline was uncertain; and that access would require County approval. Utility service would be provided by City utilities, with adequate capacity under current agreements.

Jake McCallum, 2125 Miller Blvd, asked about the distinction between C-1 and C-2 zoning, noting concerns regarding potential intensity and impacts to adjacent residential properties. The Board acknowledged that buffering would be required to protect nearby residences and discussed the option of approving C-1 zoning initially, with the possibility of a future rezoning to C-2 if warranted.

Vice Chair Docus made a motion to approve the annexation and future land use amendment, while denying the requested C-2 rezoning and recommending C-1 zoning instead; seconded by Mr. Burch. The motion passed unanimously.

B. Griffin Preserve Preliminary Plat; Alternate Keys 1287201 and 1287146

The applicant is requesting a preliminary plat/plan approval to develop a 67-unit single family subdivision located off of Register Road for approximately 16.67 +/- acres. The approved Master Development Agreement allows for a minimum lot size of 50' x 115' (5,750 SF), minimum living area of 1200 SF. Ordinance 2025-019 was approved to allow for a PUD amendment to provide for maximum building coverage and maximum impervious surface ratio per lot as per attached.

Michael Rankin introduced the project and Mike Flora, applicant, was present to answer any questions. Chairman Goldberg opened for public comment.

Denise Galbraith Craine, Miller Blvd, briefly raised questions regarding access and roadway coordination related to a separate property along Miller Boulevard for the previous agenda item after conferring her initial inquiry was for Miller Blvd and not Register Rd. Michael Rankin advised that these matters could be addressed outside the meeting and would require coordination with the County regarding ingress and egress.

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

BOARD MEMBERS' COMMENTS: None.

PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

ADJOURNMENT: 6:39 PM

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

ITEM TITLE: First Reading and Public Hearing – Ordinance 2026-002 Small Scale Comprehensive Plan Amendment – Approximately 4.0 +/- acres generally located south of CR 466A and west of Lake Josephine Drive, Petitioner: Kimley Horn and Associates, Inc. on behalf of the owner, Villages Ranch LLC.

MEETING DATE: February 12, 2026

DATE SUBMITTED: January 23, 2026

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

BRIEF NARRATIVE: Applicant is seeking voluntary annexation, a small-scale comprehensive plan amendment and rezoning into the city to receive city services. Annexation of these properties (alternate keys 1740509 and 2933232) would be considered infill development as the property is surrounded by Fruitland Park properties with R-2, R-15 and C-2 zoning designations. The applicant is seeking a proposed Future Land Use of Commercial High Intensity [70% ISR and a .50 Floor Area Ratio (FAR)].

FUNDS REQUIRED: None

ATTACHMENTS: Ordinance 2026-002, current and proposed future land use map (location map, advertising affidavit, staff report and P&Z draft minutes are contained with the “annexation” agenda bill packet Ordinance 2026-001).

RECOMMENDATION: The Planning and Zoning Board approved Ordinance 2026-002 during its January 15th, 2026 meeting.

ACTION: Consider approval of Ordinance 2026-002.

ORDINANCE 2026-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY COMMERCIAL HIGH INTENSITY OF 4.00 +/- ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF CR 466A AND WEST OF LAKE JOSEPHINE DRIVE.; 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 Kimley Horn and Associates, Inc., as applicant, on behalf of Villages Ranch, LLC as Owner, requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Commercial High Intensity" under the Comprehensive Plan for the City of Fruitland Park; and

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

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

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

Section 1: The following described property consisting of approximately 4.00 ± acres generally located south of CR 466A and west of Lake Josephine Drive as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Commercial High Intensity under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

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

Section 3. Direction to the City Manager.

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

Section 4: Severability.

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

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: Scrivener's Errors.

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

Section 7. Adoption

After adoption, a copy hereof shall be forwarded to the Department of Economic Opportunity.

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

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

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Keough-Johns, BS, MMC, 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”

PARCEL 1:

The East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, of Section 5, Township 19 South, Range 24 East, in Lake County Florida; LESS the right of way of State Road S-466A,

ALSO LESS AND EXCEPTING those lands conveyed in Official Records Book 936, Page 1763: From the Northeast corner of the East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 19 South, Range 24 East, Lake County, Florida, run thence South 00 degrees 44'45" West along the East line of the said East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 a distance of 40.00 feet to the Southerly right-of- way of C-466-A and the Point of Beginning, thence South 00 degrees 44'45" West along the East line of the said East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 a distance of 324.00 feet, thence North 89 degrees 15'15" West to a point that is 66.00 feet West of when measured at right angles the said East line or the East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, thence North 00 degrees 44'45" East parallel with the said East line of the East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 a distance of 324 feet, more or less, to the said Southerly right-of-way of C 466-A, thence Easterly along the Southerly right-of-way of C-466-A to the Point of Beginning.

ALSO LESS AND EXCEPTING those lands conveyed in Official Records Book 1153, Page 1216: The South 1/2 of the East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 19 South, Range 24 East, Lake County, Florida.

ALSO LESS AND EXCEPTING:

From the NE corner of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4 of Section 5, Township 19 S, Range 24 E, Lake County, Florida, run thence S 00°44'45" W along the East line of said East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4, a distance of 40.00 feet to the Southerly right-of-way of C-466A; thence continue S 00°44'45" W along the East line of the said East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4 a distance of 324.00 feet and the Point of Beginning of this description; from said POB, continue S 00°44'45" W along said East line of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4 a distance of 187.82 feet thence N 88°52'52" W, 165.62 feet to a point that is 165.58 feet East of the West line of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4, thence N 00°45'08" E parallel with said West line of the East 1/2 of West 1/2 of SW 1/4 of SE 1/4, a distance of 313.01 feet to a point that is 200.00 feet South of the Southerly right-of-way of C-466A; thence S 89°02'52" E parallel with said Southerly right-of-way 99.58 feet, thence S 00°44'45" W, 125.91 feet, thence S 89°15'15" E 66.00 feet to the POB.

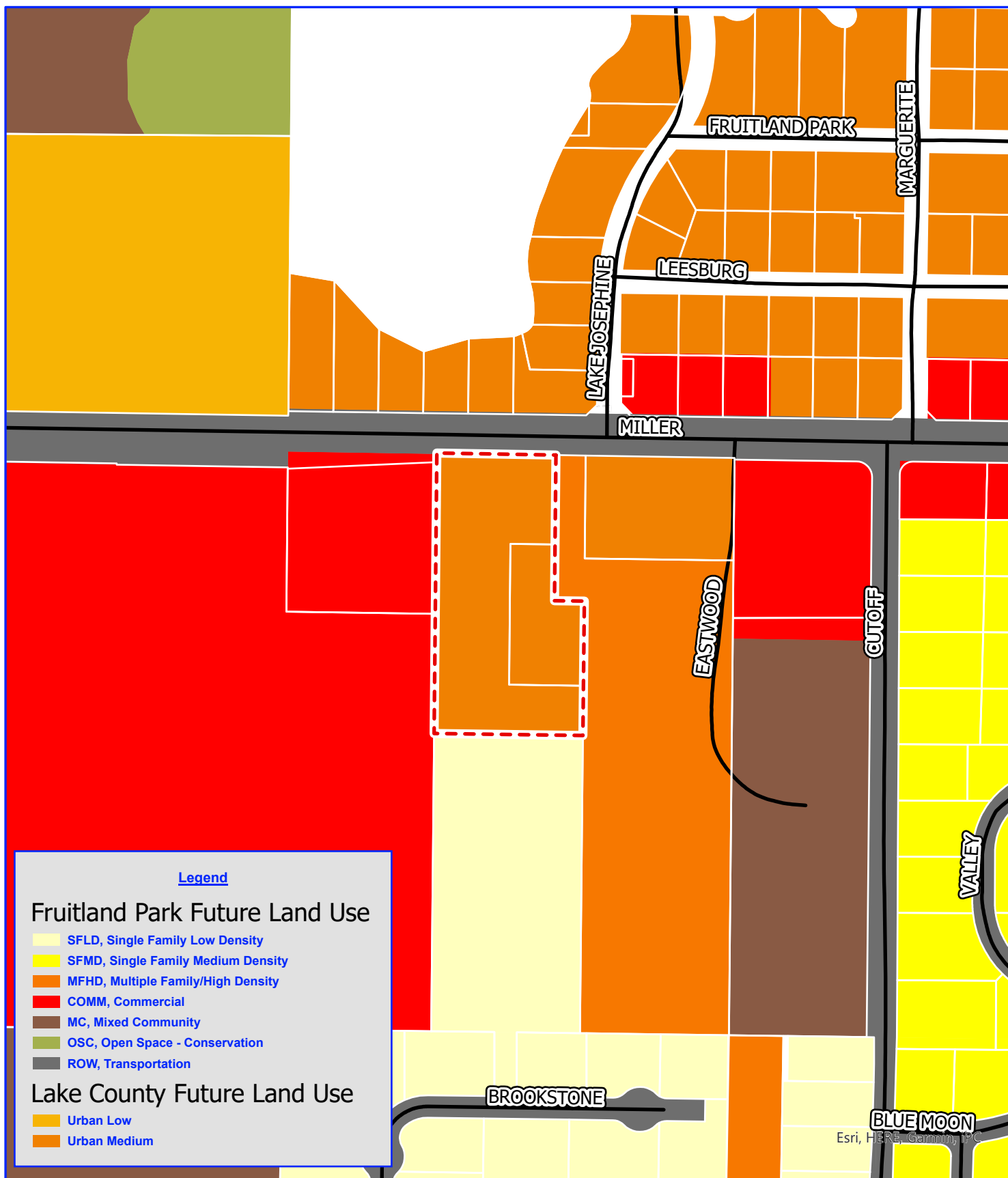
PARCEL 2:

From the NE corner of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4 of Section 5, Township 19 S, Range 24 E, Lake County, Florida, run thence S 00°44'45" W along the East line of said East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4, a distance of 40.00 feet to the Southerly right-of-way of C-466A, thence continue S 00°44'45" W along the East line of the said East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4 a distance of 324.00 feet and the Point of Beginning of this description; From said POB, continue S 00°44'45" W along said East line of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4 a distance of 187.82 feet thence N 88°52'52" W, 165.62 feet to a point that is 165.58 feet East of the West line of the East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4, thence N 00°45'08" E parallel with said West line of the East 1/2 of West 1/2 of SW 1/4 of SE 1/4, a distance of 313.01 feet to a point that is 200.00 feet South of the Southerly right-of-way of C-466A, thence S 89°02'52" E parallel with said Southerly right-of-way 99.58 feet, thence S 00°44'45" W, 125.91 feet; thence S 89°15'15" E 66.00 feet to the POB.

Together with Easement for Ingress and Egress from the NE corner of the East 1/2 of the W 1/2 of the SW 1/4 of the SE 1/4 of Section 5, Township 19S, Range 24E, Lake County, Florida, run thence S 00°44'45" W along the East line of said East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4, a distance of 40.00 feet to the Southerly right-of-way of C-466A and the Point of Beginning, thence continue to S 00°44'45" W along the East line of the said East 1/2 of the West 1/2 of the SW 1/4 of the SE 1/4, a distance of 324.00 feet, thence N 89°15'15" W to a point that is 66.00 feet West of when measured at right angles the said East line

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“EXHIBIT B”

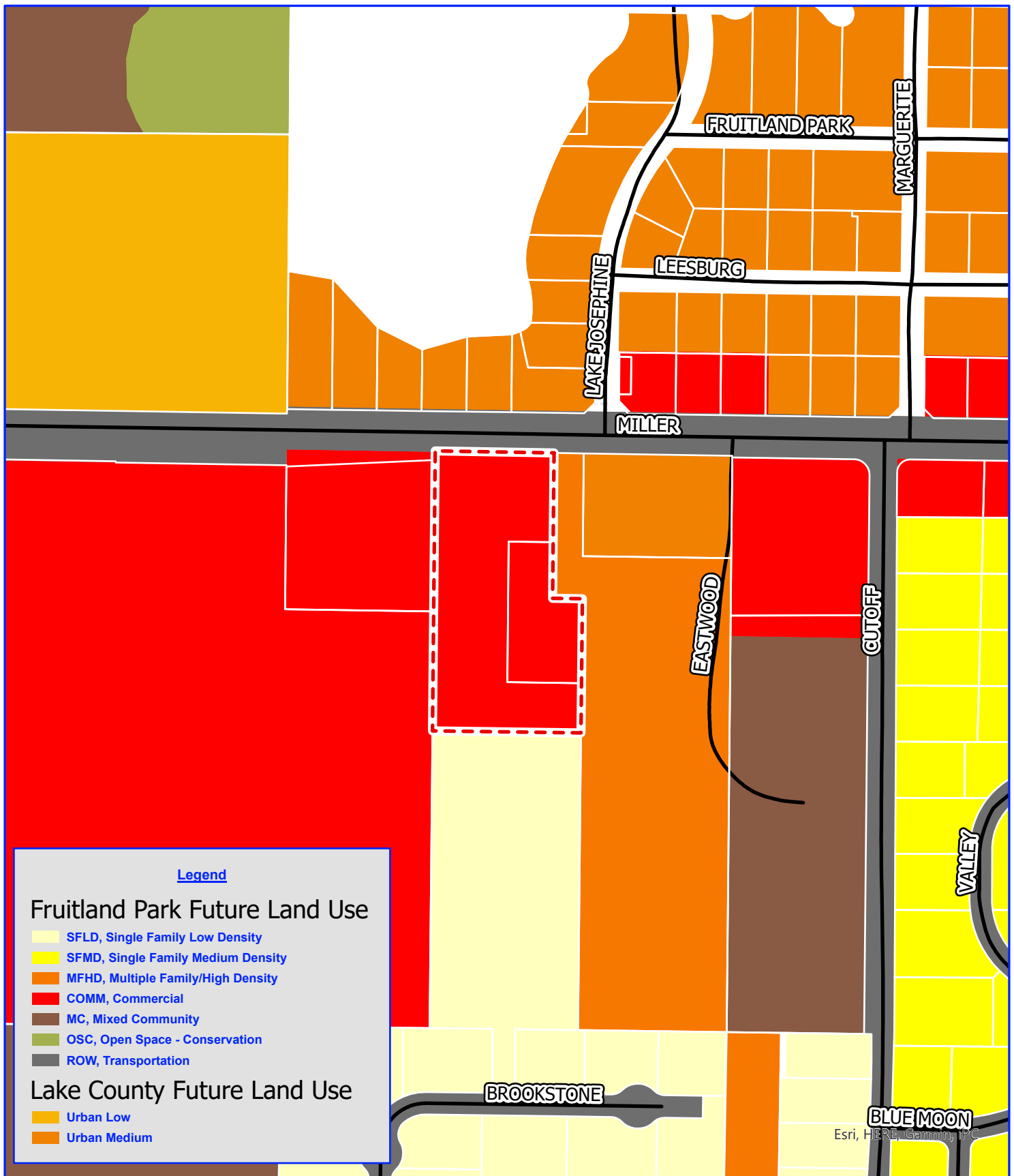


Villages Ranch, LLC.

**Fruitland Park, Florida
Existing Future Land Use Map**

Project: 398/25/06
File: Existing FLU
Name: Villages Ranch LLC
PM: S. Lindh
Date: November 24, 2025
Created By: T. Ramdass





Villages Ranch, LLC.

**Fruitland Park, Florida
Proposed Future Land Use Map**

Project: 398/25/06
File: Proposed FLU
Name: Villages Ranch LLC
PM: S. Lindh
Date: November 24, 2025
Created By: T. Ramdass



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

ITEM TITLE: First Reading and Quasi-Judicial Public Hearing – Ordinance 2026-003 Rezoning to C-2 – Approximately 4.0 +/- acres generally located south of CR 466A and west of Lake Josephine Drive, Petitioner: Kimley Horn and Associates, Inc. on behalf of the owner, Villages Ranch LLC.

MEETING DATE: February 12, 2026

DATE SUBMITTED: January 23, 2026

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

BRIEF NARRATIVE: Applicant is seeking voluntary annexation, a small-scale comprehensive plan amendment and rezoning to C-2 to receive city services⁴. Annexation of these properties (alternate keys 1740509 and 2933232) would be considered “in-fill” as the property is surrounded by Fruitland Park properties with R-2, R-15 and C-2 zoning designations. The applicant understands that a site plan application is required to be submitted for approval before development occurs. Any proposed development must comply with the city’s Land Development Regulations (LDRs) to include any required buffering. This site is within the city’s utility service area and the C-2 zoning designation is considered consistent with the CR 466A (Miller Blvd.) commercial corridor.

FUNDS REQUIRED: None

ATTACHMENTS: Ordinance 2026-003 with current and proposed zoning maps and draft minutes of the Planning and Zoning Board (advertising affidavit, staff report, aerial/location maps are contained within the agenda bill packet for Ordinance 2026-0010.

RECOMMENDATION: During the Planning and Zoning Board meeting, approval of Ordinance 2026-003 was recommended with a C-1 zoning designation.

ACTION: Consider approval of Ordinance 2026-003 with recommended C-1 zoning or requested C-2 zoning.

ORDINANCE 2026-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 4.0 +/- ACRES OF PROPERTY FROM LAKE COUNTY RURAL RESIDENTIAL (R-1) AND AGRICULTURE (A) TO CITY OF FRUITLAND PARK GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED SOUTH OF CR 466A AND WEST OF LAKE JOSEPHINE DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; 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 Kimley Horn and Associates, Inc. as applicant, on behalf of Villages Ranch, LLC as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Lake County Rural Residential (R-1) and Agriculture (A) to City General Commercial (C-2) within the City limits of Fruitland Park; and

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

WHEREAS, the required notice of the proposed zoning has been properly published; and

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

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

Section 1: The following described property consisting of approximately 4.00 ± acres generally located south of CR 466A and west of Lake Josephine Drive as described as set forth on **Exhibit "A"** and depicted on the map attached hereto as **Exhibit "B"**. shall hereafter be designated as C-2 "General Commercial" as defined in the Fruitland Park Land Development Regulations.

Section 2: That the City Manager, or designee, is hereby directed to have amended, altered, and implemented the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Keough-Johns, MS, MMC, 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”

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The East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, of Section 5, Township 19 South, Range 24 East, in Lake County Florida; LESS the right of way of State Road S-466A,

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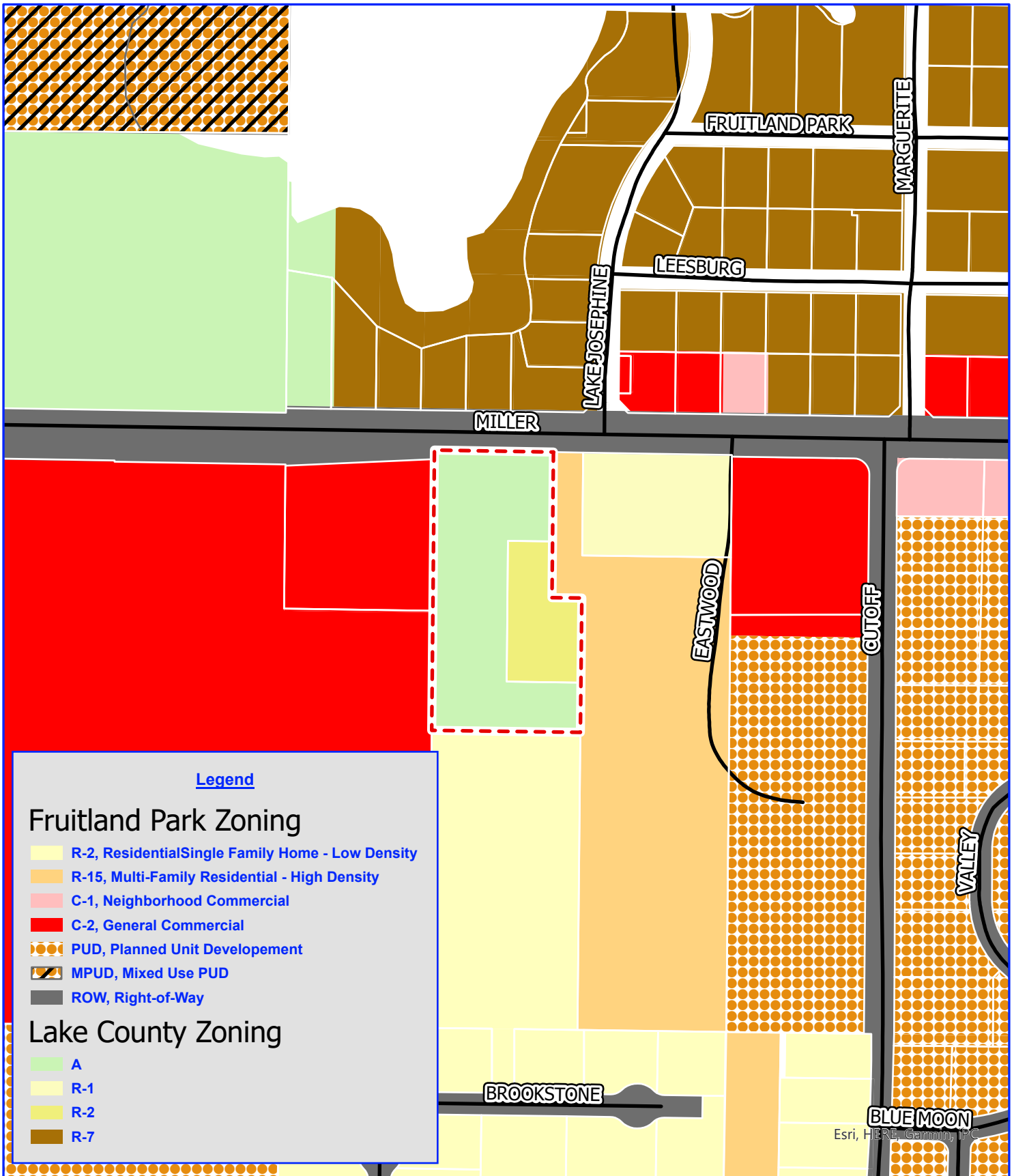
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EXHIBIT “B”



70 0 70 140 210 280 350 Feet

Scale: 1:3,500

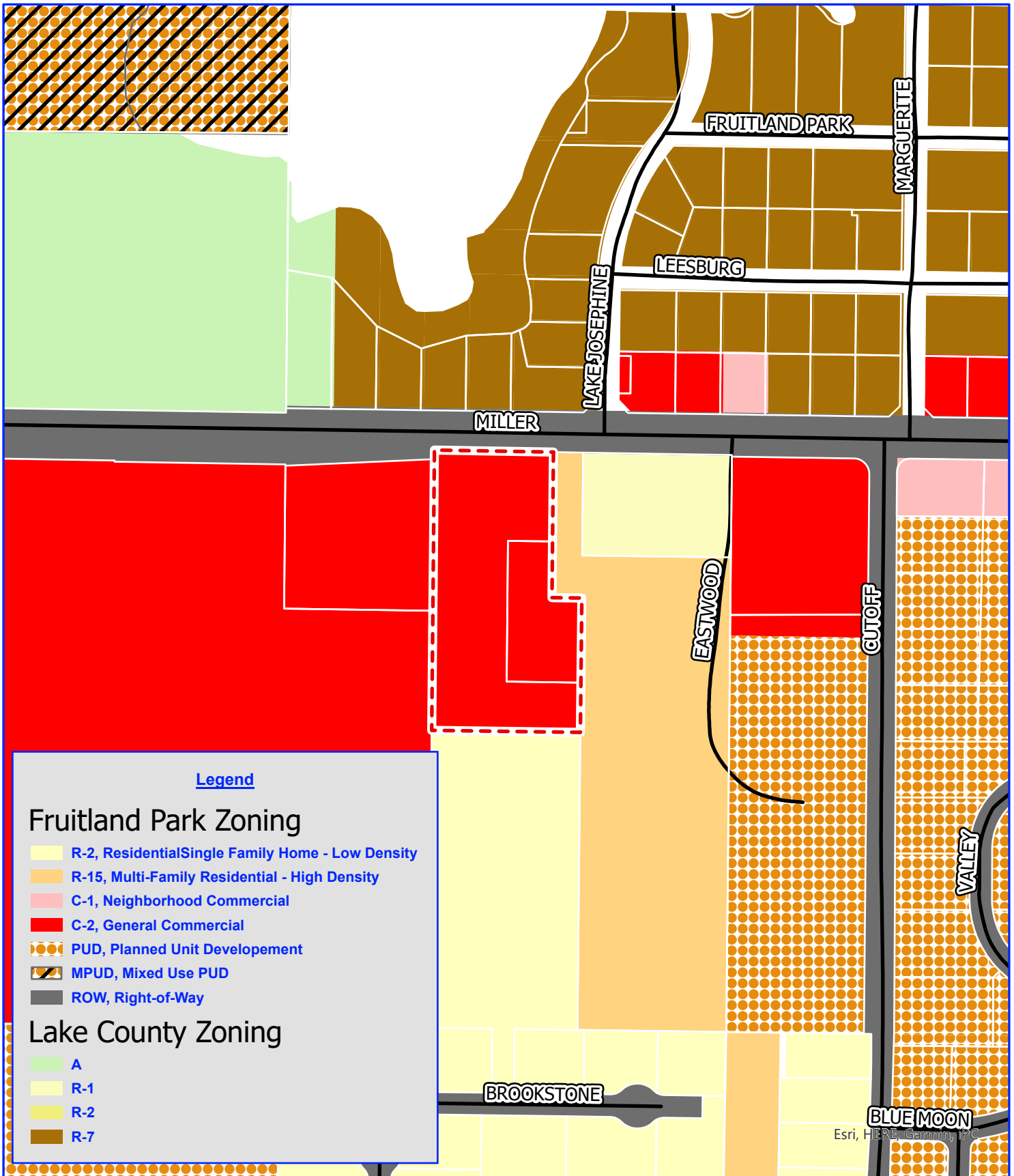
Villages Ranch, LLC.

Fruitland Park, Florida
Existing Zoning Map

Project: 398/25/06
File: Existing Zoning
Name: Villages Ranch LLC
PM: S. Lindh
Date: November 24, 2025
Created By: T. Ramdass



LAND PLANNING GROUP
— ESTABLISHMENT • PLANNING • CONSULTING —
URBAN AND REGIONAL PLANNERS



70 0 70 140 210 280 350 Feet

Scale: 1:3,500

Villages Ranch, LLC.

**Fruitland Park, Florida
Proposed Zoning Map**

Project: 398/25/06
File: Proposed Zoning
Name: Villages Ranch LLC
PM: S. Lindh
Date: November 24, 2025
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LAND PLANNING GROUP
— EITELREICH · PRATT · CONSULTING —
URBAN AND REGIONAL PLANNERS

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

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: February 12, 2026

DATE SUBMITTED: February 5, 2026

SUBMITTED BY: City Attorney

Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116: On January 21, 2025, Ms. Herald filed a two-count complaint against the City for negligent hiring and negligent supervision of former City employee Jabari Hopkins. Ms. Herald seeks damages in excess of \$50,000 for emotional distress associated with Mr. Hopkins' criminal activities of reselling an occupied crematory vault and disturbing the remains of her late husband. On September 21, 2023 Mr. Hopkins entered a plea to the charges and was adjudicated guilty and sentenced to 5 years probation. Attorney Joshua Walker of Walker, Revels, Greninger, PLLC has been appointed to defend the City. On March 14, 2025 an Answer and Affirmative Defenses were filed on behalf of the City. On June 6, 2025 Plaintiff filed a response to the City's Request to Produce, and on June 11, 2025 Plaintiff filed responses to City's Interrogatories to Plaintiff.

I had a telephone conference with attorney Walker who is defending the City in this case. The deposition of the plaintiff scheduled November 21, 2025 was cancelled and attorney Walker is in the process of rescheduling the deposition. On January 27, 2026, the Court entered an Order Setting Cause for Pre-Trial Conference and Jury Trial and Order of Mediation. Pre-trial conference is scheduled for July 6, 2026. Trial is scheduled for July 20, 2026. Plaintiff's counsel filed a notice of unavailability for July 20, 2026.

FUNDS BUDGETED: N/A

ATTACHMENT: N/A

RECOMMENDATION: N/A

ACTION: N/A