FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA
June 26, 2025

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

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Pastor **Chuck Padgett,** Trinity Assembly

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

2. ROLL CALL

3. SWEARING-IN AND INSTALLATION OF APPOINTED OFFICIALS (city manager/city clerk)
Swearing-in and Installation of Newly Appointed City of Fruitland Park Commissioners:

(a) City Commissioner, District 2
Martina Williams

(b) City Commissioner, District 5
Michael Raysin

4. SPECIAL PRESENTATIONS (city manager/city attorney/public works director)

(a) Halff, Inc. to Present the Water Master Plan for Discussion

5. 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)

June 12, 2025, Regular Meeting

(b) Resolution 2025-033, Approval of Agreement between the City of Fruitland Park and Infinity Fitness Inc. for Use of the City Swimming Pool. (city manager/city attorney/parks & recreation director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT BETWEEN INFINITY FITNESS INC. AND THE CITY OF FRUITLAND PARK FOR USE OF CITY SWIMMING

POOL FOR EXERCISE CLASSES FOR A TERM ENDING SEPTEMBER 30, 2026; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

(c) **Resolution 2025-045, Approval of an Interlocal Agreement between Lake County and the City of Fruitland Park for Library Impact Fee Funding not to exceed $120,000 to Fund Architectural Design/Engineering Services for Expansion of the Library.** (city manager/city attorney/library director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK RELATING TO THE USE OF LIBRARY IMPACT FEES WHICH AWARDS THE CITY AN AMOUNT NOT TO EXCEED $120,000.00 TO FUND ARCHITECTURAL DESIGN/ENGINEERING SERVICES FOR THE EXPANSION OF THE NORTH SIDE OF THE FRUITLAND PARK LIBRARY; PROVIDING FOR AN EFFECTIVE DATE.

6. REGULAR AGENDA

(a) **Resolution 2025-040, Deferred Parking Agreement. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises LLC (Urick and Wilder).** (city manager/city attorney/community development director) TABLED 06/12/25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE DEFERRED PARKING AGREEMENT CONSISTENT WITH SECTION 162.040(D), CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE BETWEEN THE CITY AND BIRCH ENTERPRISES, LLC FOR THE URICK AND WILDER APARTMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

(b) **Resolution 2025-030, Proportionate Share Mitigation Agreement (School Concurrency – Urick and Wilder).** (city manager/city attorney/community development director) TABLED 06/12/25

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

(c) **Resolution 2025-022, Major Site Plan for Approximately 10.42± Acres Generally Located South of Urick Street and East of Wilder Street. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises LLC.** (city manager/city attorney/community development director) TABLED 06/12/25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH

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

(d) Resolution 2025-041, Utility Easement. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises LLC (Urick and Wilder). (city manager/city attorney/community development director/public works director) TABLED 06/12/25

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

(e) Lake-Sumter MPO Governing Board Appointment

7. PUBLIC HEARING

END OF PUBLIC HEARING

8. QUASI-JUDICIAL PUBLIC HEARING

END OF QUASI-JUDICIAL PUBLIC HEARING

9. (a) City Manager

(b) City Attorney

i. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628

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

10. UNFINISHED BUSINESS

11. PUBLIC COMMENTS

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

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

City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

12. COMMISSIONER COMMENTS

(a) Commissioner Cosenza III

(b) Vice Mayor DeGrave

(c) Commissioner Williams

(d) Commissioner Raysin

13. MAYOR'S COMMENTS

14. ADJOURNMENT

DATES TO REMEMBER

Friday, July 4th	**City Hall Closed**
Thursday, July 10th	**City Commission Meeting**
Thursday, July 24th	**City Commission Meeting**
Monday, August 4th	**Budget Workshop (tentative)**
Tuesday, August 5th	**Budget Workshop (tentative)**
Saturday, August 9th	**City's 100th Birthday Celebration with Drone Show**

For additional events, please visit Calendar | City of Fruitland Park Florida.

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

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

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

ITEM TITLE: **SWEARING-IN AND INSTALLATION OF NEWLY APPOINTED CITY COMMISSION MEMBERS**

MEETING DATE: Thursday, June 26, 2025

DATE SUBMITTED: Tuesday, June 17, 2025

SUBMITTED BY: city manager/city clerk

BRIEF NARRATIVE: **Swearing-in and installation** of City of Fruitland Park Commissioners:

(a) **City Commissioner, District 2**
Martina Williams

(c) **City Commissioner, District 5**
Michael Raysin

FUNDS BUDGETED: None

ATTACHMENTS: Oath of Office

RECOMMENDATION:

ACTION:

City of Fruitland Park
506 West Berckman Street, Fruitland Park, Florida 34731

OATH OF OFFICE

"I (name) do solemnly swear (or affirm) that I will support and uphold the Constitution and Laws of the United States and of the State of Florida; that I am qualified under the law to hold the office which I am about to assume, and that I will faithfully and impartially perform and discharge the duties of the office of city commissioner, according to the law, to the best of my ability, so help me God (optional)."

____

Signature of Elected/Appointed Official

Subscribed and sworn to before me this 26th day of June 2025

____

Signature of Person Administering Oath

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

ITEM TITLE: **Special Presentation – Water Master Plan**

MEETING DATE: June 26, 2025

DATE SUBMITTED: June 18, 2025

SUBMITTED BY: city manager/public works director

BRIEF NARRATIVE: At the January 9, 2025 City Commission meeting, a professional services agreement with Halff Inc. was approved to update the city's water and wastewater master plans and develop a reclaimed water master plan. The purpose of the master plans is to provide a planning tool for assessing future capital needs of the water and wastewater systems as well as planning for expansions and upgrades to the systems. As a result of Lady Lake's recent decision to not partner with Fruitland Park on a wastewater treatment facility, the wastewater master plan is being revised and will be presented at a later date.

Rob Ern, of Halff will be at the meeting to present the findings of the updated water master plan.

FUNDS BUDGETED: n/a

ATTACHMENTS: n/a

RECOMMENDATION: n/a

ACTION TO BE TAKEN: n/a

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

ITEM TITLE: **Draft Meeting Minutes & Resolutions**

MEETING DATE: Thursday, June 26, 2025

DATE SUBMITTED: Wednesday,June 18, 2025

SUBMITTED BY: (See below)

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

(a) **Regular Minutes** dated June 12, 2025 (city clerk)

(b) **Resolution 2025-033, Approval of Agreement between the City of Fruitland Park and Infinity Fitness Inc. for Use of the City Swimming Pool.** (city manager/city attorney/parks & recreation director)

(c) **Resolution 2025-045, Approval of Interlocal Agreement between the City of Fruitland Park and Lake County for Library Impact Fees to Fund Architectural Design/Engineering Services for Library Expansion.** (city manager/city attorney/library director)

FUNDS BUDGETED: None

ATTACHMENTS:
June 12, 2025, Regular City Commission Minutes
Agenda Summary for Resolution 2025-033
Resolution 2025-033 & Supporting Documents
Agenda Summary for Resolution 2025-045
Resolution 2025-045 & Supporting Documents

RECOMMENDATION: Approve the Consent Agenda
ACTION: Approve

FRUITLAND PARK CITY COMMISSION REGULAR MEETING MINUTES
June 12, 2025

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731, on Thursday, June 12, 2025, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, and Commissioner Joseph "Joey" Cosenza

Members Absent: Seats for Districts 2 and 5 are currently vacant.

Also Present: Acting City Attorney Sandy Minkoff, City Manager Karen Manila, City Treasurer Gary Bachmann, Finance Deputy Director Kimberly Gehrke, Public Works Director Robb Dicus Interim Police Chief Henry Rains, Interim Community Development Director Michael Rankin, Administrative Manager Sharon Williams, Permit Tech I Brenda Sigala, and City Clerk Gwen Johns

Total Attendance: 32

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

After Mayor Cheshire called the meeting to order George Mulford of Grace Bible Baptist Church gave the Invocation and Interim Police Chief Henry Rains led the Pledge of Allegiance to the Flag.

2. ROLL CALL

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

3. PRESENTATIONS

There were none.

4. CONSENT AGENDA

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

May 22, 2025, Regular Meeting

(b) Resolution 2025-035, Approving Highway Maintenance Memorandum of Agreement Contract #AT360, between the Florida Department of Transportation and the City of Fruitland Park. (city manager/city attorney/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT CONTRACT #AT360, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRUITLAND PARK FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

(c) Resolution 2025-042, Approving First Amendment (Change Order #1) to EJCDC Standard Form of Agreement between Owner and Contractor on the Basis of Stipulated Price Re: Spring Lake Water Main Project Changing the Retainage from 10% to 5%. (city manager/city attorney/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING FIRST AMENDMENT TO EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE RE: SPRING LAKE WATER MAIN PROJECT THAT CHANGES THE RETAINAGE FROM 10 PERCENT TO 5 PERCENT AS PROVIDED BY FLORIDA LAW; AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

(d) Resolution 2025-044, Permanent Utility and Ingress/Egress Easements in the Vicinity of 35421 Micro Racetrack Road (Thiele Property). (city manager/city attorney/ community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING TWO PERMANENT UTILITY AND INGRESS-EGRESS EASEMENTS IN FAVOR OF THE CITY OF FRUITLAND PARK, FLORIDA, FROM FRUITLAND PARK COMMONS II, LLC, ALONG MICRO RACETRACK ROAD; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: **A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve the consent agenda, as presented. The motion carried by a unanimous vote.**

5. REGULAR AGENDA

(a) Resolution 2025-031, Arbor Park Phase I Subdivision Final Plat for approximately 160.35± Acres Generally Located West of US Hwy 27/441, East of County Road 468, North of Griffin Road and South of Urick Street. Petitioner: Halff Engineering on behalf of the owners, Garden Street Communities Southeast, LLC and Aggarwal & Gupta Family Foundation, Inc. (city attorney, city manager, community development)

Acting City Attorney Sandy Minkoff read into the record the title of proposed Resolution 2025-031, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING FINAL PLAT APPROVAL OF ARBOR PARK PHASE 1 GENERALLY LOCATED WEST OF U.S. HWY 27/441, EAST OF COUNTY ROAD 468, NORTH OF GRIFFIN ROAD AND SOUTH OF URICK STREET, FRUITLAND PARK, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rankin, Interim Community Development Director, provided information pertaining to the request, and stated that the Planning and Zoning Board approved the request on May 15, 2025.

ACTION: **A motion was made by Commissioner Cosenza and seconded by Vice Mayor DeGrave to adopt Resolution 2025-031 as previously cited.**

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

(b) **Resolution 2025-028, Variance Requested by Contractor Tool Supply for Approximately 4.83± Acres Generally Located East of US Hwy 27/441 and North of South Grays Airport Road. Petitioner: Vera Holdings & Investments, Inc. (Owner).** (city attorney, city manager, community development)

Acting City Attorney Sandy Minkoff read into the record the title of proposed Resolution 2025-028, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATION (LDR) REQUIREMENTS PERTAINING TO LANDSCAPE BUFFER TREE PLANTINGS ON THE SUBJECT PROPERTY LOCATED EAST OF US HIGHWAY 441/27 AND NORTH OF SOUTH GRAYS AIRPORT ROAD OWNED BY VERA HOLDINGS & INVESTMENTS, INC., PROVIDING FOR AN EXPIRATION DATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rankin explained the request for variance, noting this was a proposal to replace canopy trees with understory trees where there is an extension of utility power lines in a utility easement.

ACTION: **A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to adopt Resolution 2025-028 as previously cited.**

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

(c) **Resolution 2025-029, Major Site Plan Requested by Contractor Tool Supply for Approximately 4.83± Acres Generally Located East of US Hwy 27/441 and North of South Grays Airport Road. Petitioner: Vera Holdings & Investments, Inc. (owner).** (city attorney, city manager, community development director)

Acting City Attorney Sandy Minkoff read into the record the title of proposed Resolution 2025-029, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A 53,710 SQUARE FOOT – TWO STORY BUILDING FOR RETAIL SALES OF CONTRACTOR TOOLS, OFFICE AND ATTACHED WAREHOUSES/STORAGE INCLUSIVE OF ASSOCIATED PARKING AND STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rankin provided information pertaining to the request and stated that the Planning and Zoning Board approved the request on May 15, 2025.

ACTION: **A motion was made by Commissioner Cosenza and seconded by Vice Mayor DeGrave to adopt Resolution 2025-029 as previously cited.**

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

(d) Resolution 2025-040, Deferred Parking Agreement. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises LLC (Urick and Wilder). (city manager/city attorney/community development director)

Acting City Attorney Sandy Minkoff read into the record the title of proposed Resolution 2025-040, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE DEFERRED PARKING AGREEMENT CONSISTENT WITH SECTION 162.040(D), CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE BETWEEN THE CITY AND BIRCH ENTERPRISES, LLC FOR THE URICK AND WILDER APARTMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rankin provided information regarding the request for a deferred parking agreement.

Jake Pretzell, Civil Engineer, Catalyst Design Group, explained that the deferred parking agreement would enable the preservation of trees on the property. He noted that a study had been submitted to staff which indicated the number of parking spaces actually necessary for this type of project.

Vice Mayor DeGrave stated that Exhibit C, did not depict where trees were being preserved. Mr. Pretzell provided a site plan which showed the trees that would be preserved. He noted that some were historical trees. Vice Mayor DeGrave thought that the renters of the apartments would be more concerned about where to park than about the trees. Mayor Cheshire said that one of the most significant problems with apartments is parking and Lake County does not have a vibrant alternative transportation system.

McGregor Love, Attorney, addressed concerns expressed about the deferred parking agreement. He stated the applicant understood that the full parking may have to be developed. He noted that the terms in the agreement could be adjusted at the will of the City Commission and the developer.

Mayor Cheshire did not think parking should be deferred. Vice Mayor DeGrave was concerned about setting a precedent. He said the LDR requirements are reasonable, and parking is necessary.

ACTION: **A motion was made by Vice Mayor DeGrave to DENY Resolution 2025-040 as previously cited.**

Vice Mayor DeGrave withdrew the motion to deny and made a motion to TABLE Resolution 2025-040 to the June 26, 2025, City Commission meeting. Commissioner Cosenza seconded the motion.

Mr. Minkoff noted that the site plan did not show additional parking, and all of the requests would need to be tabled at this time. He did note that the school concurrency agreement could be approved.

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

(e) Resolution 2025-030, Proportionate Share Mitigation Agreement (School Concurrency – Urick and Wilder). (city manager/city attorney/community development director)

Acting City Attorney Sandy Minkoff read into the record the title of proposed Resolution 2025-030, the substance of which is as follows:

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

ACTION: **A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to TABLE Resolution 2025-030 as previously cited.**

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

(f) Resolution 2025-022, Major Site Plan for Approximately 10.42± Acres Generally Located South of Urick Street and East of Wilder Street. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises LLC. (city manager/city attorney/community development director)

Acting City Attorney Sandy Minkoff read into the record the title of proposed Resolution 2025-022, the substance of which is as follows:

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

ACTION: **A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to TABLE Resolution 2025-022 as previously cited.**

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

(g) Resolution 2025-041, Utility Easement. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises LLC (Urick and Wilder). (city manager/city attorney/community development director/public works director)

Acting City Attorney Sandy Minkoff read into the record the title of proposed Resolution 2025-041, the substance of which is as follows:

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

ACTION: **A motion was made by Vice mayor DeGrave and seconded by Commissioner Cosenza to TABLE Resolution 2025-041 as previously cited.**

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

(h) Resolution 2025-037, Appointment of City Commissioner to Fill Seat for District 2. (city manager/city clerk/City Commission)

Acting City Attorney Sandy Minkoff read into the record the title of proposed Resolution 2025-037, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A DISTRICT 2 TO FILL THE COMMISSION VACANCY IN DISTRICT 2 TO SERVE UNTIL THE NEXT CITY ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

The applicants for District 2 were asked to provide a brief introduction. Subsequently there was a question-and-answer period. The applicants who were interviewed were as follows:

Mr. Pat Hoye
Mr. Blake Mahan
Ms. Martina Williams

ACTION: **A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to adopt Resolution 2025-037, appointment of Martina Williams to the City Commission, District 2, as previously cited.**

Mayor Cheshire called for a roll call vote on the motion and declared it carried by a majority vote with Commissioner Cosenza dissenting.

(i) Resolution 2025-038, Appointment of City Commissioner to Fill Seat for District 5. (city manager/city clerk/City Commission)

Acting City Attorney Sandy Minkoff read into the record the title of proposed Resolution 2025-038, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A RESIDENT OF DISTRICT 5 TO FILL THE COMMISSION VACANCY IN DISTRICT 5 TO SERVE UNTIL THE NEXT CITY ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

The applicants for District 5 were asked to provide a brief introduction. Subsequently there was a question-and-answer period. The applicants who were interviewed were as follows:

Mr. Jason Gerald
Mr. Michael Holloway
Mr. Michael Raysin

ACTION: **A motion was made by Mayor Cheshire and seconded by Vice Mayor DeGrave to adopt Resolution 2025-038, appointment of Michael Raysin to the City Commission, District 5, as previously cited.**

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

5. PUBLIC HEARING

There were none.

6. QUASI-JUDICIAL PUBLIC HEARING

There were none.

7. (a) City Manager

i. Development Update

Mr. Rankin provided an update with regard to development in the city. He said that AdventHealth had its groundbreaking, and he is collaborating with developers for two sites along US 441 for commercial development.

ii. Parks Impact Fee Discussion

Ms. Manila, City Manager, stated that she was requesting formal direction from the City Commission to have a study done to establish park impact fees. She also expressed an interest in making an adjustment to the Police impact fees.

The consensus of the City Commission was to authorize the City Manager to issue an RFP for an impact fee study.

iii. Wastewater Treatment Plant

Ms. Manila stated that the Town of Lady Lake has changed their mind about partnering with the City of Fruitland Park on a Wastewater Treatment Plan. She has informed the city engineers. The wastewater treatment plant study was nearing completion. However, with this change, the scope will have to be adjusted. She stated the city would require information about constructing a plant that could be expanded commensurate with future growth. The master plan study is anticipated in early to mid-July. The necessary rates and impact fees will be included taking into consideration the city having its own plant.

iv. Master Plan update – Date to discuss Water Master Plan

Ms. Manila stated that the engineers are ready to review the water master plan with the City Commission.

It was determined that the Presentation would be on June 26, 2025, City Commission Agenda. Rob Ern, of HALFF Engineering firm will deliver the presentation. Vice Mayor DeGrave requested that an executive summary be prepared to include information such as dollar amounts, size of plant needed, and funding options for the plant.

v. Lake 100 Study

Ms. Manila stated that Lake 100 is planning to do a countywide study to determine what city revenues are brought in, what services are provided, etc. They are trying to determine whether cities are supplementing revenues for the county or vice versa. Lake County is willing to pay for one half of the study, the City of Leesburg is willing to pay $15,000, and if participating, the City of Fruitland Park would pay a maximum of $2,500.

Vice Mayor DeGrave stated that he would like to see the proposal and scope of the study before making a commitment to participate.

The consensus of the City Commission was that more information would be needed before a decision could be made to participate.

(b) City Attorney

i. **Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628 –** No update at this time.

ii. **Linda Harold v. City of Fruitland Park, Lake County Case No. 2025-CA-000116** – No update at this time.

Mr. Minkoff reminded the City Commissioners that their Financial Disclosure forms are due by July 1, 2025.

8. UNFINISHED BUSINESS

There were no unfinished business items.

9. PUBLIC COMMENTS

10. COMMISSIONERS' COMMENTS

There were none.

11. MAYOR'S COMMENTS

There were none.

13. ADJOURNMENT

The meeting adjourned at 7:24 p.m.

Gwen Keough-Johns, City Clerk	Chris Cheshire, Mayor

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

ITEM TITLE: **Resolution 2025-033 Renewal of Infinity Fitness Joint Agreement**

MEETING DATE: June 26, 2025

DATE SUBMITTED: June 9, 2025

SUBMITTED BY: city manager/city attorney/parks & recreation director

BRIEF NARRATIVE: **Resolution 2025-033** Approves an agreement between Infinity Fitness and Fruitland Park.

On May 14th, 2020, the City of Fruitland Park entered into an agreement with Infinity Fitness for the provision of activities at Fruitland Park Swimming Pool.

Infinity Fitness & the City of Fruitland Park's Parks & Recreation Department have an ongoing agreement to use Fruitland Park's Gardenia Park Pool as a host for water exercise classes and open swim. Both parties have a mutual benefit concerning the pool, as Infinity Fitness has the ability to offer aquatics classes and gains participants and Fruitland Park gains more residents participating in a city hosted program. Infinity Fitness agrees to pay the city $1.50 per visit for its members to use the pool each entry for classes and open swim in addition to a weekly payment of $25 per week to cover the cost of 1 exercise class instructor per week. This contract would be in effect 6/26/25 to 9/30/26.

FUNDS BUDGETED: None

ATTACHMENTS: Resolution 2025-033 , Renewal of Infinity Fitness Joint Agreement

RECOMMENDATION: Approval of resolution

ACTION TO BE TAKEN: **Approve Resolution 2025-033**, renewal of agreement with Infinity Fitness.

RESOLUTION 2025-033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT BETWEEN INFINITY FITNESS INC. AND THE CITY OF FRUITLAND PARK FOR USE OF CITY SWIMMING POOL FOR EXERCISE CLASSES FOR A TERM ENDING SEPTEMBER 30, 2026; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park desires to have exercise classes available for its residents at the City's swimming pool; and

WHEREAS, Infinity Fitness Inc**.** also desires to have a swimming pool location to provide exercise classes to its members; and

WHEREAS, the City of Fruitland Park and Infinity Fitness Inc. each desire to set forth the terms and conditions of its agreement in writing; and

WHEREAS, the City Commission has broad Home Rule authority and it authorized to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Agreement between Infinity Fitness Inc. and the City of Fruitland Park, Florida, **a copy of which is attached hereto**, is approved.

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

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

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

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

____
Chris Cheshire, Mayor

ATTEST:

____
Gwen Johns, City Clerk

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

Approved as to form and legality:

____
Anita Geraci-Carver, City Attorney

AGREEMENT

This Agreement is made on this 26th day of June, 2025 between Infinity Fitness Inc. ("Infinity Fitness"), 3200 US Hwy 441/27 Fruitland Park, Florida and the City of Fruitland Park for the Parks and Recreation Department ("the City"), 201 West Berckman Street, Fruitland Park, Florida 34731 to use the City's swimming pool for exercise.

The parties agree to the following terms and conditions: The Agreement between the two parties will be valid until September 30, 2026 except if otherwise terminated as provided below:

1 Infinity Fitness will pay the City a total of $1.50 per visit for its members to use the pool located at Gardenia Park.

2 Infinity Fitness will also offer one additional class at the pool located at Gardenia Park no less than once per week and that any community participant can attend without charge by Infinity Fitness. The instructor will be paid directly by Infinity Fitness.

3 Insurance: Infinity Fitness, at its expense, shall acquire and maintain at all times liability insurance in the amounts specified by the City, including but not limited to, workers' compensation, required to cover its staff and employees who are involved in the performance of its obligations pursuant to this Agreement. Infinity Fitness's insurance shall name the City of Fruitland Park as an additional insured and as a certificate holder. Infinity Fitness shall provide a copy of all current certificates of insurance and endorsements, naming the City as an additional insured and a certificate holder, required hereunder to City within five (5) business days of execution of the contract by both parties.

4 If Infinity Fitness fails to make the necessary payment twice in a row, the City may terminate this contract immediately and will assess a penalty of two hundred dollars ($200.00). Infinity Fitness will be required to pay the City all outstanding monies owed plus the penalty.

5 Infinity Fitness will only be liable for members that have complete names and key tag numbers included on bill. If Infinity Fitness fails to make the necessary payment even after the stipulated time, the City will have the authority to initiate civil litigation. Infinity Fitness will be sent a notice before the litigation is filed.

6 Governing Law/Venue and Jurisdiction: This Agreement shall be governed by the laws of the State of Florida without regard to conflicts of law provisions. Venue of any litigation arising out of this Agreement shall be only within any court of competent jurisdiction regularly sitting in Lake County, Florida.

7. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the CITY shall be the property of the CITY and will be turned over to the CITY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the CITY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 360-6790, gjohns@fruitlandpark.org, 506 West Berckman Street, Fruitland Park, Florida 34731.

8. Each party hereto acknowledges that this agreement contains all of the terms and provisions of the contractual relationship between the parties hereto and merges and terminates all prior or verbal negotiations with regard hereto. This agreement may not be assigned by either party without the prior written approval of other parties hereto.

INFINITY FITNESS INC., a Florida corporation,

By: ____

Albert Cardiello, President

Date: ____

CITY OF FRUITLAND PARK, FLORIDA

____

Mayor Chris Cheshire

Date: ____

RESOLUTION 2025-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF FRUITLAND PARK RELATING TO THE USE OF LIBRARY IMPACT FEES WHICH AWARDS THE CITY AN AMOUNT NOT TO EXCEED $120,000.00 TO FUND ARCHITECTURAL DESIGN/ENGINEERING SERVICES FOR THE EXPANSION OF THE NORTH SIDE OF THE FRUITLAND PARK LIBRARY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, as a member of the Lake County Library System, the City of Fruitland Park has requested library impact fee funds from Lake County to fund architectural design/engineering services for an expansion to the north side of the Fruitland Park Library; and

WHEREAS, on May 15, 2025 the Lake County Library Advisory Board voted to recommend a total allocation not to exceed $120,000.00 in impact fee funds to the City of Fruitland Park which is subject to approval by the Board of County Commissioners of Lake County; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida for Use of Library Impact Fees.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Interlocal Agreement between Lake County, Florida and the City of Fruitland Park, Florida for Use of Library Impact Fees, a copy of which is attached hereto, is approved.

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

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

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

____

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

____

Gwen Keough-Johns, MMC, City Clerk

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

Approved as to form and legality:

____

Anita Geraci-Carver, City Attorney

INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
THE CITY OF FRUITLAND PARK
RELATING TO THE USE OF LIBRARY IMPACT FEES

FY2026

THIS IS AN INTERLOCAL AGREEMENT ("Agreement") entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Fruitland Park, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the "Municipality," (each a "Party" and collectively "Parties") for use of library impact fee monies for the Fruitland Park Library, 604 W. Beckman Street, Fruitland Park, Florida 34731, hereinafter the "Library."

WITNESSETH:

WHEREAS, Ordinance No. 2003-99, approved November 18, 2003, created a library impact fee for the purposes of providing a source of revenue to fund construction or improvement in the Lake County Library System necessitated due to growth; and

WHEREAS, Section 22-61, Lake County Code, states that library impact fee money shall be used solely for the purpose of constructing or improving the Lake County Library System, including, but not limited to, design and construction plan preparation, permitting and fees, land acquisition, construction and design of new facilities, and acquisition of collection items, public access computers and other capital equipment; and

WHEREAS, Policy LCC-7 sets forth the minimum guidelines for entry into the Lake County Library System as a member library; and

WHEREAS, Policy LCC-63 sets forth the process for distribution of funds from the Library Impact Fee Trust Fund; and

WHEREAS, in accordance with Policy LCC-63, the Municipality has requested impact fee funds in the amount of $120,000.00 to fund architectural design/engineering services for the expansion of the north side of the Fruitland Park Library; and

WHEREAS, on May 15, 2025, the Lake County Library Advisory Board voted to approve the Municipality's request for funding in an amount not to exceed $120,000.00; and

WHEREAS, the Parties find that it is in the best interest of the residents of Lake County to enter into this Agreement for the provision of library impact fee funds to Municipality.

NOW, THEREFORE, in consideration of the mutual terms and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. <u>County Obligations</u>.

A. The County agrees to provide funding in the maximum and total amount of **one hundred twenty thousand and 00/100 dollars ($120,000.000)** to the Municipality from the Library Impact Fee Trust Fund ("Funds"), to be used for architectural design/engineering services for the expansion of the north side of the Fruitland Park Library, as described in **Exhibit A**, attached hereto and incorporated herein (hereinafter and collectively the "Project").

B. The County will make payments on a reimbursement basis with the submittal of an invoice and proper documentation. Invoices shall be submitted to the Office of Library Services Director at P.O. Box 7800, Tavares, Florida 32778 or to such email address(es) as specifically provided to Municipality in writing by the County for electronic submittal of reimbursement requests. Payments shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Local Government Prompt Payment Act.

3. <u>Municipality Obligations</u>.

A. <u>Scope of Funding</u>. Municipality shall utilize the awarded funds in accordance with Municipality's Proposal, attached hereto and incorporated herein, as **Exhibit A.** Funds shall be used solely for Funding eligible expenses incurred during the Term of this Agreement for the purposes approved herein. **Municipality shall only seek reimbursement for impact fee eligible expenditures related to the Project, in an amount not to exceed $120,000.00, as described in Exhibit A.**

B. <u>Reimbursement Requests</u>. Funds will be paid to Municipality by County on a reimbursement basis. Municipality shall submit timely, quarterly reimbursement requests to the County. Quarterly reimbursement requests must be submitted per the following schedule:

Quarter	Expenditure Period	Reimbursement Request Due
Q1*	October 1 – December 31	January 31
Q2	January 1 – March 31	April 30
Q3	April 1 – June 30	July 31
Q4	July 1 – September 30	October 31
**For the initial Q1 following the Effective Date of this Agreement, the first expenditure period will run from the Effective Date until December 31. All subsequent expenditure periods will be as provided in the table above.*		

If the Municipality does not make any eligible expenditures during a quarter, the Municipality shall provide a memo to the County stating that no expenditures were made for the quarter and provide a short statement describing the reason and Project status.

i. <u>Minimum Standards for Payment Requests.</u> At minimum, all payment requests submitted by the Municipality must include sufficient detail for the County to confirm that the Municipality has only requested reimbursement of funding-eligible costs that were incurred by the Municipality in compliance with the terms of this Agreement. Reimbursement requests must include documentation demonstrating eligible expenditures, and at a minimum shall include the following information:

- Formal invoice from Municipality (letterhead) for reimbursement of eligible expenses;
- Copies of vendor invoices;
- Vendor invoices should include the following information:
    - who is the expense for (Municipality of XYZ),
    - where was the service provided (Library branch name),
    - what service/item was provided (i.e. construction, furniture, computers),
    - when did the service take place (delivery date or date range), and
    - how much is the service/item (cost of the service or item);

  if the information is not provided, or is not clearly stated, on the vendor invoice, the Municipality shall include a memo providing the required information;
- Copies of vendor purchase orders; and
- Copies of cashed/cleared checks from the Municipality making payment to vendors.

Documentation must be complete and legible and must clearly describe the eligible expense. Municipality agrees that the minimum standards for payment requests noted in this Section may not in any way be construed or interpreted as being an exhaustive list of what the County may request or require in order to verify, validate, or approve any such request for reimbursement.

ii. Improper Payment Requests. The County reserves the right to withhold or deny payment on any reimbursement request, or terminate this Agreement, if such request: (1) is not timely submitted per the deadlines in this Agreement; (2) is incomplete, not accompanied by the requisite supporting documentation, or is otherwise deemed by the County to be unsatisfactory or insufficiently documented; (3) indicates expenditures that are not compliant with this Agreement; or (4) is inconsistent with the information provided by the Municipality in any progress reporting required under this Agreement.

iii. Sufficent Financial Resources. Municipality accepts that payment will be made by reimbursement and agrees to maintain sufficient financial resources to meet any expenses incurred by the Municipality during the period of time between when the Municipality makes a funding-eligible expenditure and when it receives reimbursement for such expenditure from the County. Such "sufficient financial resources" shall include consideration of any delays that may be caused, whether foreseeable or unforeseeable, by the County processing payment and seeking additional supporting information or documentation to verify and validate the reimbursement requests received.

C. Procurement. Municipality will be solely responsible for procurement of services related to the Project. The Municipality must comply with all applicable competitive procurement provisions contained within the Florida Statutes, including, if applicable, Section 255.0525, Section 255.20, and Section 287.055. If the competitive bidding/selection process is required for the completion of the Project, the County will have the right to review the competitive bidding/selection process used by the Municipality and will have the right to review all solicitation responses received. In the event the County determines that the Municipality's procurement process is insufficient, the County will require the Municipality to reject all bids and re-bid the Project. If the Municipality refuses to reject all bids and re-bid the Project, then the County will have the option to terminate this Agreement and will receive a return of all payments made from the County to the Municipality under this Agreement, if any.

D. Membership in the Lake County Library System. The Municipality will remain a member of the Lake County Library System during the Term of this agreement and for a period of ten (10) years following the date of Project Completion. For equipment and collections Projects, the date of Project Completion will be the date all eligible expenditures have been reimbursed under this Agreement; for construction related Projects, the date of Project Completion shall be the date of final completion of all construction, as provided by a certificate of occupancy, or similar issuance, following reimbursement of all eligible expenditures under this Agreement. In the event the Municipality withdraws from the Lake County Library System or does not renew its membership in the Lake County Library System within this period, the Municipality must repay the money granted under this Agreement on a prorated basis based on the number of years the Municipality was a member, as required by this Section. (For example, if a Municipality is required to remain a member for ten (10) years following Project completion but terminates its membership two (2) years following Project completion, the Municipality must repay eighty percent (80%) of the Funds provided.) This provision shall survive the termination or expiration of this Agreement.

4. Allowable Uses of Impact Fee Money. The Municipality must use the impact fee money granted herein for the purposes set forth in Section 22-61, Lake County Code. By executing this Agreement, the Municipality certifies that the Project qualifies as a capital improvement which is required to accommodate demand placed on the Library resulting from new growth or development and is not being made to remedy an existing deficiency in library services, as such terms are defined within the adopted Lake County Comprehensive Plan, Capital Improvements Element. Municipality further certifies by entering this Agreement that the Project is not a repair, replacement, or renovation of the Library.

5. Effective Date, Term and Termination. This Agreement will become effective upon the day of the last signature of the Parties ("Effective Date") and will remain in force for four (4) years following the Effective Date ("Term"). Either Party has the right to terminate this Agreement for cause with thirty (30) days written notice to the other; provided, however, that in the event of termination by the County, the Municipality will be entitled to reimbursement of purchases relating to the Project up to and including the day of termination, as long as such purchases qualify for impact fee money. **In the event Municipality does not initiate the Project or request reimbursement of Funds within four (4) years after the effective date of this Agreement, the Agreement shall be considered null and void.**

6. Indemnification. The Municipality will, to the extent permitted by Florida law, protect, defend, indemnify, and hold the County, its officers, commissioners, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable attorneys' fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the Municipality, its agents, employees, or representatives in the performance of the obligations under this Agreement. Furthermore, nothing herein will be construed as a waiver of sovereign immunity on the part of either Party hereto.

7. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein will be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

8. <u>Notices</u>.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either Party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

<u>COUNTY</u>
County Manager
P.O. Box 7800
Tavares, Florida 32778

With copies to:
Director
Office of Library Services
P.O. Box 7800
Tavares, Florida 32778

County Attorney
Post Office Box 7800
Tavares, Florida 32778-7800

<u>MUNICIPALITY</u>
City of Fruitland Park
City Manager
506 West Berckman Street
Fruitland Park, Florida 34731

B. All notices required, or which may be given hereunder, will be considered properly given if personally delivered, sent by certified United States mail, return receipt requested, or sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other Parties or addresses to which notice shall be sent by notifying, in writing, the other Party in a manner designated for the filing of notice hereunder.

9. <u>Default and Opportunity to Cure.</u> If either Party fails to keep, observe, or perform any provision of this Agreement, the breaching Party shall be deemed in default. In the event of default of any of the terms and conditions contained herein by either Party, the non-defaulting Party shall provide written notice to the defaulting Party. The defaulting Party shall have the opportunity to cure the defect within thirty (30) days of receipt of the written notice. Thereafter, if the defaulting Party fails to correct the identified default on or before the expiration of the stated time, the non-defaulting Party may declare this Agreement in default.

A. A default by the Municipality shall consist of any use of Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Funds in a timely or proper manner.

B. If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

i. Upon a written request from Municipality setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or

ii. Terminate this Agreement by written notice thereof; or

iii. Take such other action, including, but not limited to, requiring additional conditions under this Agreement; temporarily withholding cash payments pending correction of the deficiency by the Municipality; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Project; withhold further awards for the Project; declare the Municipality ineligible for any further participation in the County's contracts; or take other remedies that may be legally available.

iv. If the County terminates this Agreement for cause, Municipality shall return all unused Grant Funding provided to Municipality under this Agreement by the County.

C. Costs Not Allowed After Default. Costs resulting from obligations incurred by the Municipality during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or provides subsequent authorization in writing. Other Municipality costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:

i. The costs result from obligations which were properly incurred by the Municipality before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and

ii. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. No Limitation. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the Parties under law or in equity which may now or in the future be applicable.

10. Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be construed in accordance with the Laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Lake County, Florida. The Parties agree that arbitration will not be used as a means of dispute resolution under this Agreement. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT A PARTY MAY HAVE TO A JURY TRIAL IN ANY ACTION OR PROCEEDING PERTAINING TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

11. Public Records. All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the Parties.

12. Recordkeeping.

A. The Municipality shall maintain all records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement.

B. In the event the County determines that such records are not being adequately maintained by the Municipality, the County may cancel this Agreement in accordance the terms herein.

C. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County may require. The Municipality will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to the Municipality at least three (3) business days in advance.

D. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state, or federal. The Municipality shall retain all records and supporting documentation applicable to this Agreement for a period of five (5) years after all funds have been expended or returned to the County unless a retention schedule under GS1-SL provides for a greater retention period, then the greater retention timeframe shall control. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

E. This Section shall survive the expiration or earlier termination of this Agreement.

13. <u>Right to Audit.</u> The County reserves the right to require the Municipality to submit to an audit by any auditor of the County's choosing. The Municipality shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Municipality shall retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. The Municipality agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

A. Intentionally Omitted.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Municipality to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Municipality. Any adjustments or payments which must be made as a result of any such audit or inspection of the Municipality's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Municipality.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the Municipality in performance of any work under this Agreement.

14. Recapture of Funds. Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any Funds provided under this Agreement if the Project is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, Municipality is liable for recapture of Funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if Municipality is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

A. Any funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

B. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

C. The County's determination that an expenditure is eligible does not relieve the Municipality of its duty to repay the County in full for any expenditures that are later determined by the County to be ineligible expenditures or the discovery of a duplication of benefits.

D. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant to **Section 8 Notice** requirements and this Agreement.

E. The Municipality has responsibility for identifying and recovering Funds that were expended in error, disallowed, or unused. The Municipality will also report all suspected fraud to the County.

15. Reversion of Assets. Within thirty (30) days following the expiration or termination of this Agreement, the Municipality shall transfer to the County any Funds on hand at the time of expiration or termination of this Agreement if the Funds have not been expended on eligible costs.

16. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal named Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

17. Severability. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses, or words of this Agreement, and this

Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, clause, or word did not exist.

18. Construction. This Agreement was mutually negotiated by the Parties who have executed the same and each Party acknowledge that they had ample opportunity to seek and consult with independent legal counsel prior to executing this Interlocal Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

19. Waiver. The failure of any Party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this Interlocal Agreement.

20. Assignment. Neither Party may assign any rights or delegate any duties under this Agreement without the written consent of the other Party.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

22. Entire Agreement. This Agreement is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement must be made via written addendum and must be signed by both Parties to be binding. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

Exhibit A Application for Impact Fees and Project Description (19 pages).

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and the City of Fruitland Park, Florida, signing by and through its Mayor.

MUNICIPALITY

CITY OF FRUITLAND PARK, FLORIDA

____
Chris Cheshire, Mayor

This ____ day of ______________________, 2025.

ATTEST:

____
Gwen Johns, City Clerk

Approved as to form and legality:

____
Anita Geraci-Carver, City Attorney

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

____
Leslie Campione, Chairman

This ______ day of ____________________, 2025.

ATTEST:

____
Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to Form & Legality:

____
Melanie Marsh, County Attorney

EXHIBIT A

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION

RECEIVED
FEB 27 2025
KP

Appendix A

Lake County Library Impact Fees
PROJECT APPLICATION
Application Deadline: March 1

1. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

City of Fruitland Park

B. APPLICANT ADDRESS

Street 506 W. Berckman Street PO Box if applicable ____________

City Fruitland Park Zip Code 34731

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1. [✓] County library impact fee is assessed within municipality, or

[ ] Municipality collects local library impact fee which is equal to or greater than county library impact fee, or

[ ] Municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.

2. [✓] Municipality has a library which is a member of the Lake County Library System (LCLS), or

[ ] Is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)

[signature] Karen Manila, City Manager

Signature Name and Title

2. LIBRARY INFORMATION

A. NAME OF LIBRARY Fruitland Park Library

B. LIBRARY ADDRESS [✓] Current [ ] Future

Street 604 W. Berckman Street City Fruitland Park Zip 34731

3. **PROJECT MANAGER** (Library Director)

A. Name Jo-Ann Glendinning Telephone 352-360-6561

Fax 352-278-9500 E-mail jo-ann.glendinning@mylakelibrary.org

4. **TYPE OF PROJECT**

A. ☐ CONSTRUCTION

☑ Design & Engineering ☐ New Building ☑ Expansion

B. ☐ COLLECTIONS

☐ System-Wide

C. ☐ TECHNOLOGY (System-wide projects only.)

D. ☐ EQUIPMENT

5. **THIS PROJECT IS INCLUDED IN (PLANNED PROJECTS):** (Maximum of 5 points) (Mark all that apply)

☑ City or County Capital Improvement Plan
☐ Lake County Library System Long Range Plan of Service
☐ Lake County Library System Annual Plan of Service
☐ Other (Describe)__________

6. **COST OF TOTAL PROJECT** (Estimated) $120,000

7. **AMOUNT REQUESTED** (Maximum of 10 points) $120,000

8. **PERCENT OF PROJECT ELIGIBLE FOR IMPACT FEES** 100%

9. **PRIMARY SOURCE OF IMPACT FEES:** (Maximum of 10 points)

☑ Applicant contributes to countywide library impact fee fund (10 points)
☐ Applicant collects and retains impact fees locally (-10 points)

10. **PRIOR PROJECT SUBMISSIONS** (Maximum of 10 points)

A. Is this a new project request:

☑ Yes (skip to section 11)
☐ No (complete Sections 10.B and 10.C)

B. Year(s) requested: ____ Was the project previously approved by the Library Advisory Board?

☐ Yes ☐ No

If Yes, what year(s) was the project approved: ____________

C. Has project previously received funding from library impact fees?
☐ Yes ☐ No

If Yes, was the project request ☐ partially or ☐ fully funded?

Year/s__________ Amount $________

11. PROJECT NARRATIVE – (Include as an attachment; no more than 3 pages. Maximum of 35 points)

a. **Brief project description.** (5)
Include project history and expected outcomes of the completed project. For construction projects, include a walkthrough of the facility, including the programmatic layout. For collection and equipment projects, outline expected use and how project will be supported after acquisition.

b. **Justification for use of impact fees.** (5)
What is the historical growth and expected growth in the service area of the project? Why are impact fees justified? How is this an expansion of capacity and not addressing a deficiency? How is this project sustainable in your budget? How will this project effect staff?

c. **Describe need for project.** (5)
Provide statistics and anecdotal information supporting the need. For collection projects, describe the gaps in the local collection, the system collection or areas of future growth that will be met by the project? What is the need for expansion or new construction? What expansion of capacity will the requested equipment provide?

d. **Describe the project's benefit to the local community.** (5)
How will the local community benefit from this project? What are the desired outcomes for the local community? How will the local community use the project? How will the project contribute to new or improved services?

e. **Describe how the project will benefit county-wide library service.** (10)
What new or expanded services will be provided to the Lake County Library System cooperative and/or County residents? How does this project address expansion of capacity?

f. **Provide an itemized cost estimate for equipment requests** (for equipment grants only) (5)

12. INITIAL YEAR OF PARTICIPATION IN THE COOPERATIVE 1983

13. COMPLETED BY: Jo-Ann Glendinning, Library Director **DATE:** 2-21-25
(Name / Title)

RETURN THIS FORM TO: DIRECTOR OF THE LAKE COUNTY OFFICE OF LIBRARY SERVICES
418 W. Alfred St., Suite C, Tavares, FL 32778

Staff Use Only

Project Rating________________________ Project Ranking _______________
Recommended Level of Funding ____
Approved Level of Funding ____
Comments ____

Fruitland Park Library
Impact Fee Grant
2025

11a. As the City of Fruitland Park continues to grow with new homes and residents, the Fruitland Park Library is becoming busier and busier. Our current building opened in July 2019. The new building and it's 12,000 sq. ft. gave the appearance of so much space with room to grow but has seemed to be dwindling over the past few years right before our eyes. With increasing interest in community events and programming (children and adult,) we have grown out of our size. With the current situation as it is, and with future growth of the city, an expansion of the north side of the building is the only possible option. The north side of the building houses the Children's Department and the Palm Villa Room. Adding on to this end of the building would support the growth we have been experiencing in the children's area and the programming requirements for space in the Palm Villa Room.

11b. In 1999 when the "old" Fruitland Park Library was being built, the total population of the of the town was 3,300. At that time, a 7,000 sq. ft. library would more than accommodate this small town.
In 2016, we saw growth with the "Villages of Fruitland Park" which consisted of the Village of Pine Hills and the Village of Pine Ridge. These subdivisions brought 2,100 new homes to the area and added 4,401 new residents. With this added growth to the city, a 12,000 sq. ft. new library building would more than accommodate this growth, or so we thought.
When the "new" library opened in 2019, the population of Fruitland Park was estimated at 7,701. The 2020 census stated that Fruitland Park's population growth of 8,325, made Fruitland Park the sixth fastest growing city in Florida during this time. The population of Fruitland Park was 8,890 based on the latest U.S. Census estimate of May 2024.
And we're not slowing down.
The following developments are close to or are in full development:

- Arbor Park Phase I – 163 single family homes
- Arbor Park Phase II – 347 single family homes
- Evolve at Grove Park – 222 multi-family dwelling units (apartments)
- Mirror Lake Phase II – 76 single family homes
- The Enclave at Lake Geneva – 421 single family homes

Currently, there are six (6) other proposed developments in some pending stage for review for approval consideration. There are also other properties which have been granted entitlements where projects are not yet active.

Also, Lake County Code-63, Library Impact Application and Distribution Process, stated the following: "to provide a source of revenue to fund the construction or improvement of the county library system necessitated by growth as delineated in the capital improvement element of the comprehensive plan."

This proposed expansion is not a deficiency. When the library was in the construction phase in 2018, it was designed for the projected growth (Village of Pine Hills and the Village of Pine Ridge) and current population. In recent years, Fruitland Park has continued to grow past what was known and expected. We knew about the Villages, but not the new homes and subdivisions, new churches that bring youth and teen pastors which bring families with children, a hospital, and businesses which bring new jobs, new families and patrons.

The construction of the new Fruitland Park Elementary will open its doors to students in August 2025. The new elementary school will be able to house up to 1000 students. These students are our existing patrons and will continue to access our facility for library usage and events. The "old" FPE will house the students from Beverly Shores Elementary School beginning August 2025 while construction is being conducted (2-3 years) on their building. BSE has a student body of 620 students who will now have access to the Fruitland Park Library. That will double our amount of potential elementary aged patrons for book access and events. When Beverly Shores Elementary reopens and the students return to their new building, the "old" Fruitland Park Elementary will then become a vocational school for the county.

This expansion would not require any additional funding to sustain and at this time, would not require new staff.

11c. With the growth that we are experiencing in just the last two (2) years, we are seeing growth everywhere. Our door counts, patron registrations, and circulation numbers have increased (Charts 1&2.) We are at capacity in our children's area and in our community rooms for programming and events. In 2025, the need (and want) for programming continued to grow and so did our numbers. (Charts 3&4.) We saw the same growth with adult programming. (Charts 5&6.) Our program rooms, Palm Villa and Hillcrest, are continuously in use and at capacity. At some events and programs, we have to turn people away for safety reasons (overcrowding.)

The proposed expansion to the north side of the building will add an extra 2,920 sq. ft. total to the north side (Chart 7.) Forty feet would be added to the Children's Room and forty feet would be added to the Palm Villa Room. This would alleviate overcrowding with programming.

We are now averaging between 30-47 in attendance with story time and cannot remain in the children's room for the program. When story time goes between the Palm Villa Room and the children's room, the Palm Villa Room cannot be utilized for anything else. When the Palm Villa Room is "booked," then story time is divided between the teen room and the children's room for story time and craft. When story time is in the teen room, then teens and homeschoolers cannot utilize the room. With the proposed addition to the room, all of the children's programs will be contained to the children's room. The Palm Villa Room is the largest of the two (2) program rooms and very popular due to its size. We had to begin limiting attendees to programs (chair yoga, Chef Warren, etc.) due to the large attendance which becomes a safety issue. The library community is not happy. With the proposed expansion of the room, the community will be able to attend their favorite programs safely and comfortably.

11d. The local and surrounding communities will benefit from the expanded space by being able to attend the programs that they want to attend without worrying that they will be turned away or sitting in a cramped room. The expanded areas will have enough room for those attending programs to feel comfortable, and not be too crowded together to enjoy their class or program. The Palm Villa Room would be large enough for our popular programs (League of Women Voters, Book Clubs, Chair Yoga, Summer Reading Programs, and Chef Warren, etc.) With a designated place for the children's programming and events, the expansion would free up the community rooms for additional adult/children's programs.

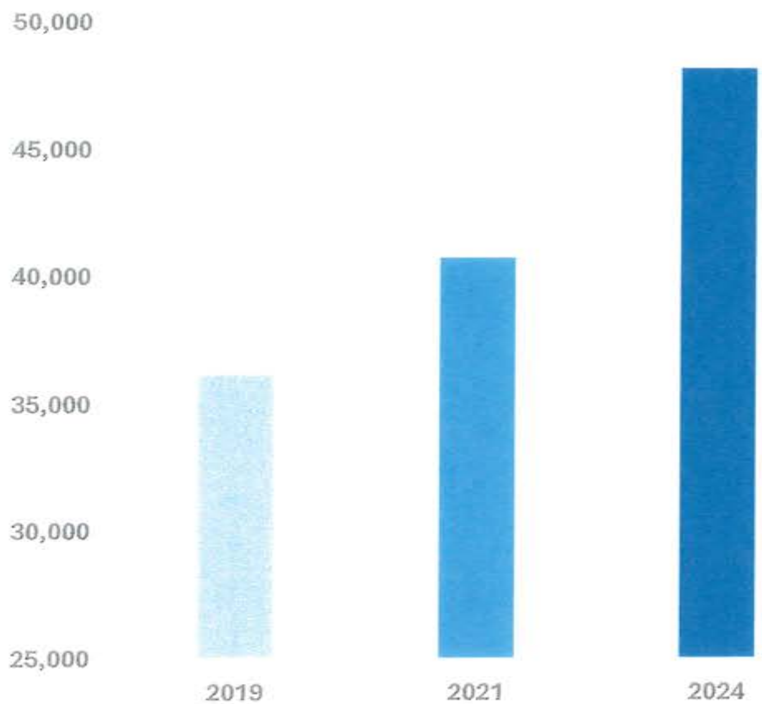
Our local and surrounding communities would welcome the expanded areas! There would be more room for additional programming. Currently, we cannot add any additional programs due to space restraints. We have groups that would like to meet here and utilize the library for its services. We're juggling schedules to accommodate the public the best that we can. The community wants to use the facility but can't because we do not have the room.
The expanded rooms would allow us to grow and serve the needs not only to our community, but to our county residents as well. New patrons and families bring new needs and new programming to the library. We would be able to increase programming and events.

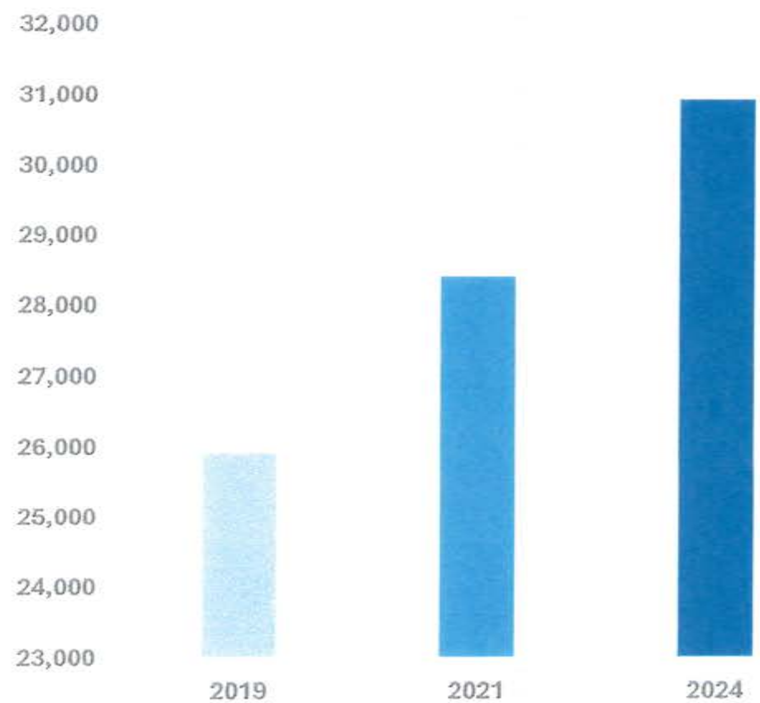
There are as many interests as there are people here in Fruitland Park and its surrounding areas. We have many great ideas and suggestions from staff and the public for programming (author events, book readings, movie night, larger craft and educational classes) that we want to explore and incorporate into the library schedule but can't, due to space restraints. This would not be a problem with the expansion. More space means serving more of the public, our communities and our county. We have patrons that utilize and visit us from all over the county. They enjoy our events, programming, and our café.

I am requesting $120,000 for architectural design to expand the north side of the Fruitland Park Library.

Door Counts	
2019	36,249
2021	40,770
2024	48,266

Collection (# of Items)	
2019	25,941
2021	28,417
2024	30,953





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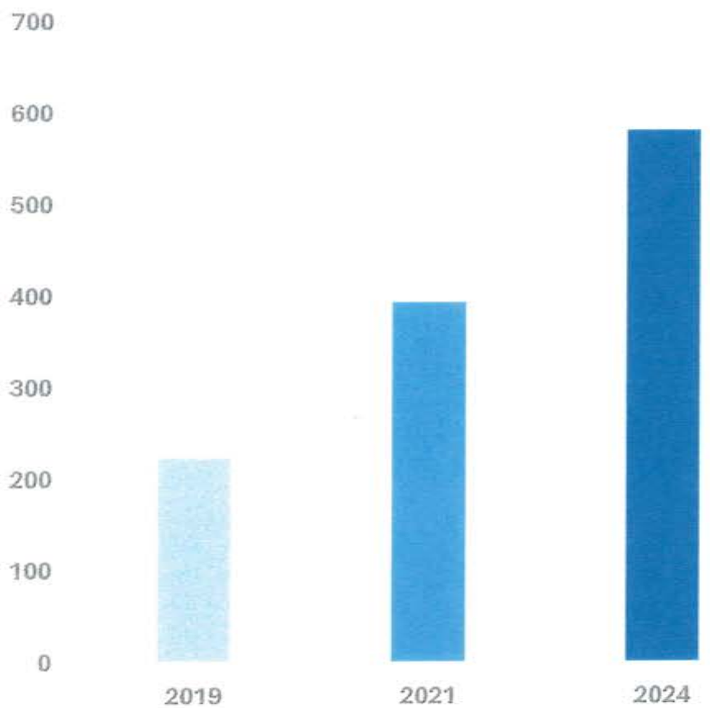
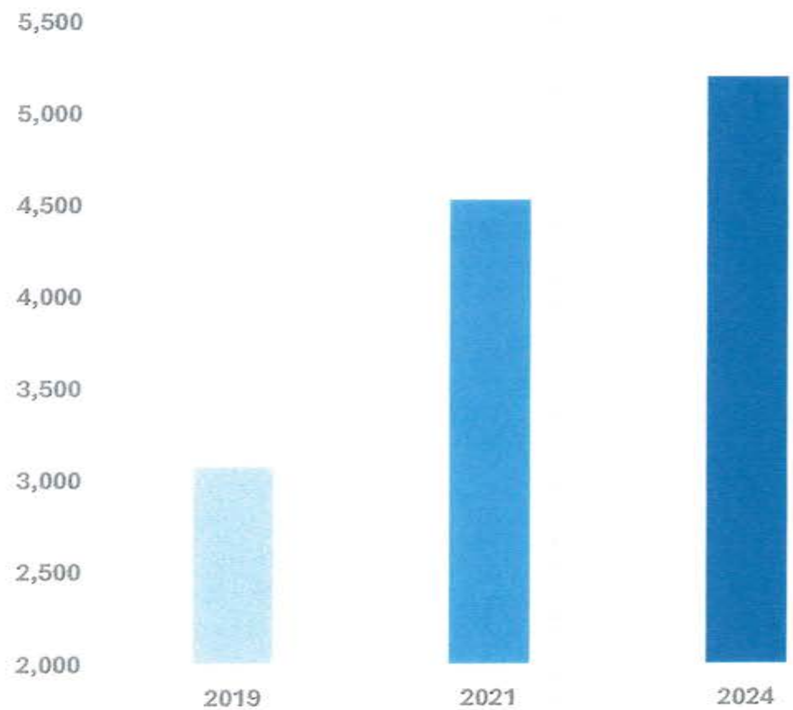
2

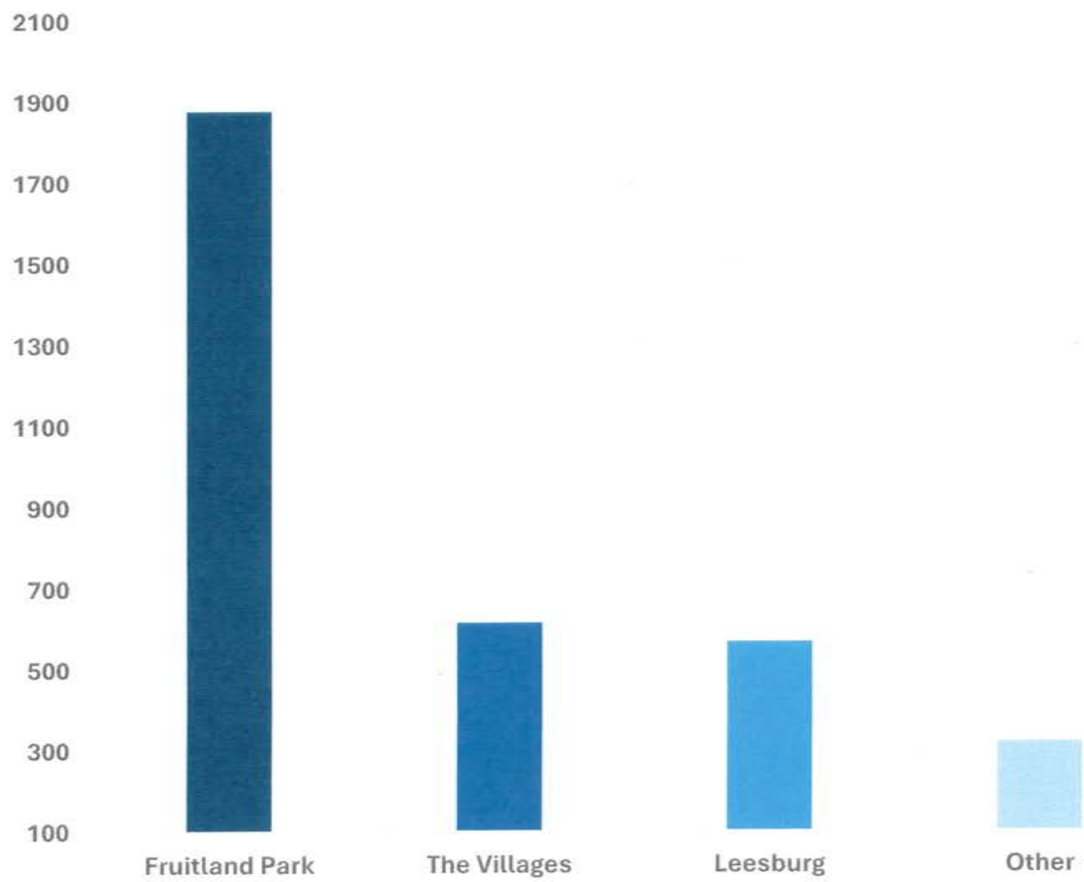
Patron Registrations	
2019	225
2021	394
2024	583

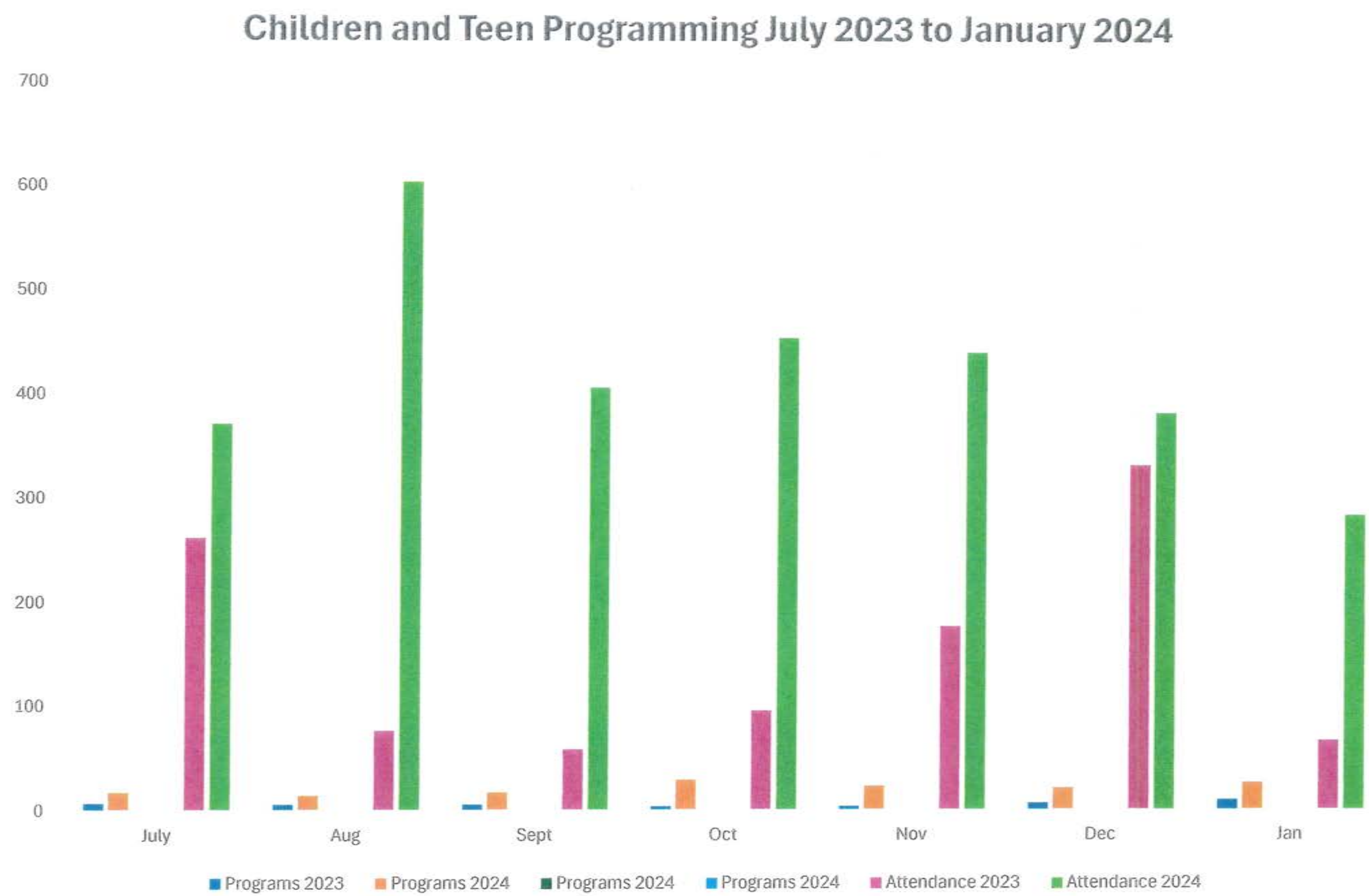
Circulation Total- July	
2019	3,084
2021	4,534
2024	5,213





Patron Breakdown	
Fruitland Park	1878
The Villages	617
Leesburg	569
Other	322

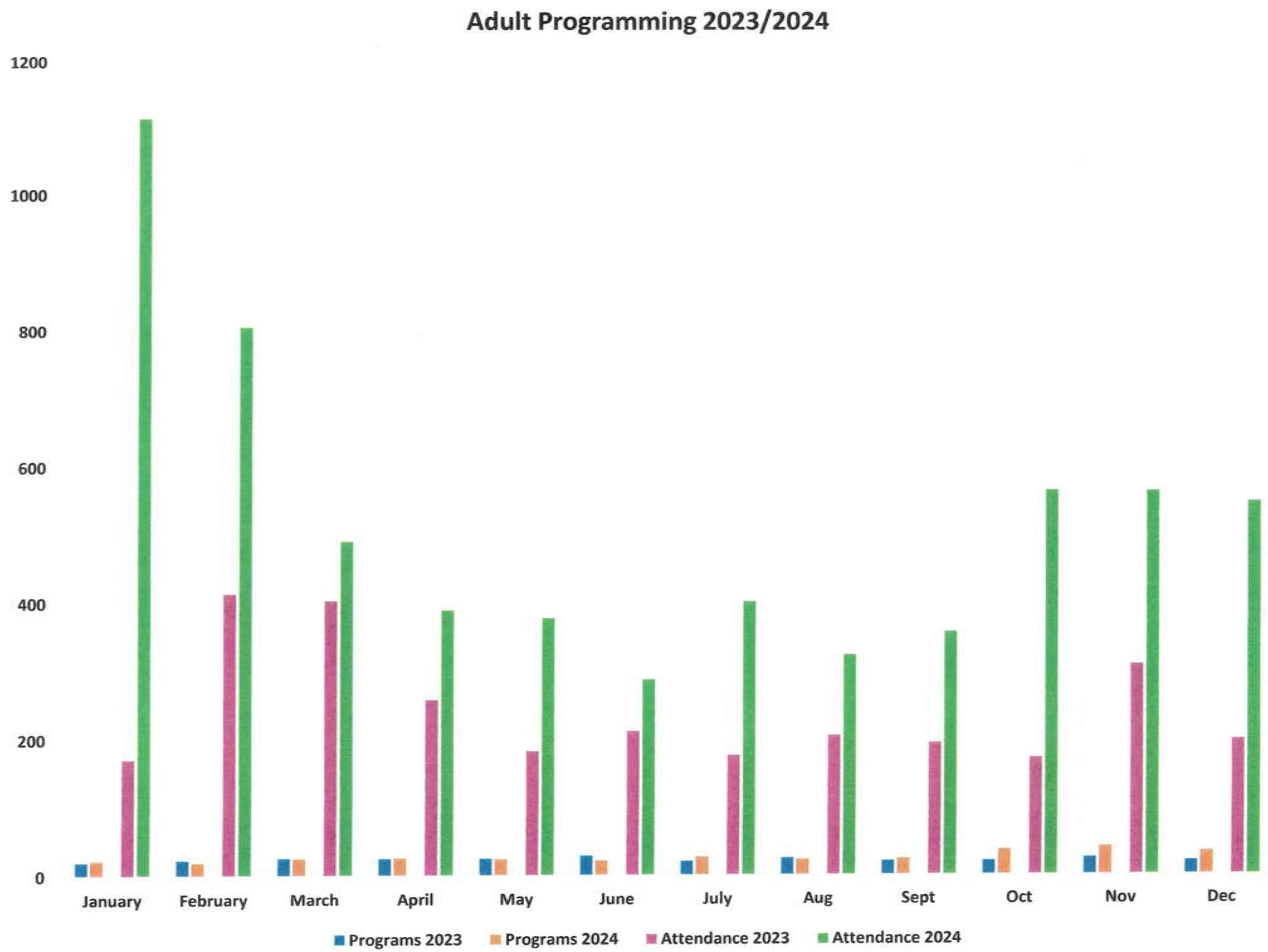



Children and Teen Programming July 2023 to January 2024
700
600
500
400
300
200
100
0
July
Aug
Sept
Oct
Nov
Dec
Jan
Programs 2023
Programs 2024
Programs 2024
Programs 2024
Attendance 2023
Attendance 2024

Children and Teen

Programs	2023	2024
July	7	17
Aug	6	14
Sept	6	17
Oct	4	29
Nov	4	23
Dec	7	21
Jan	10	26

Attendance	2023	2024
July	262	371
Aug	76	604
Sept	58	406
Oct	95	454
Nov	177	440
Dec	332	382
Jan	66	284

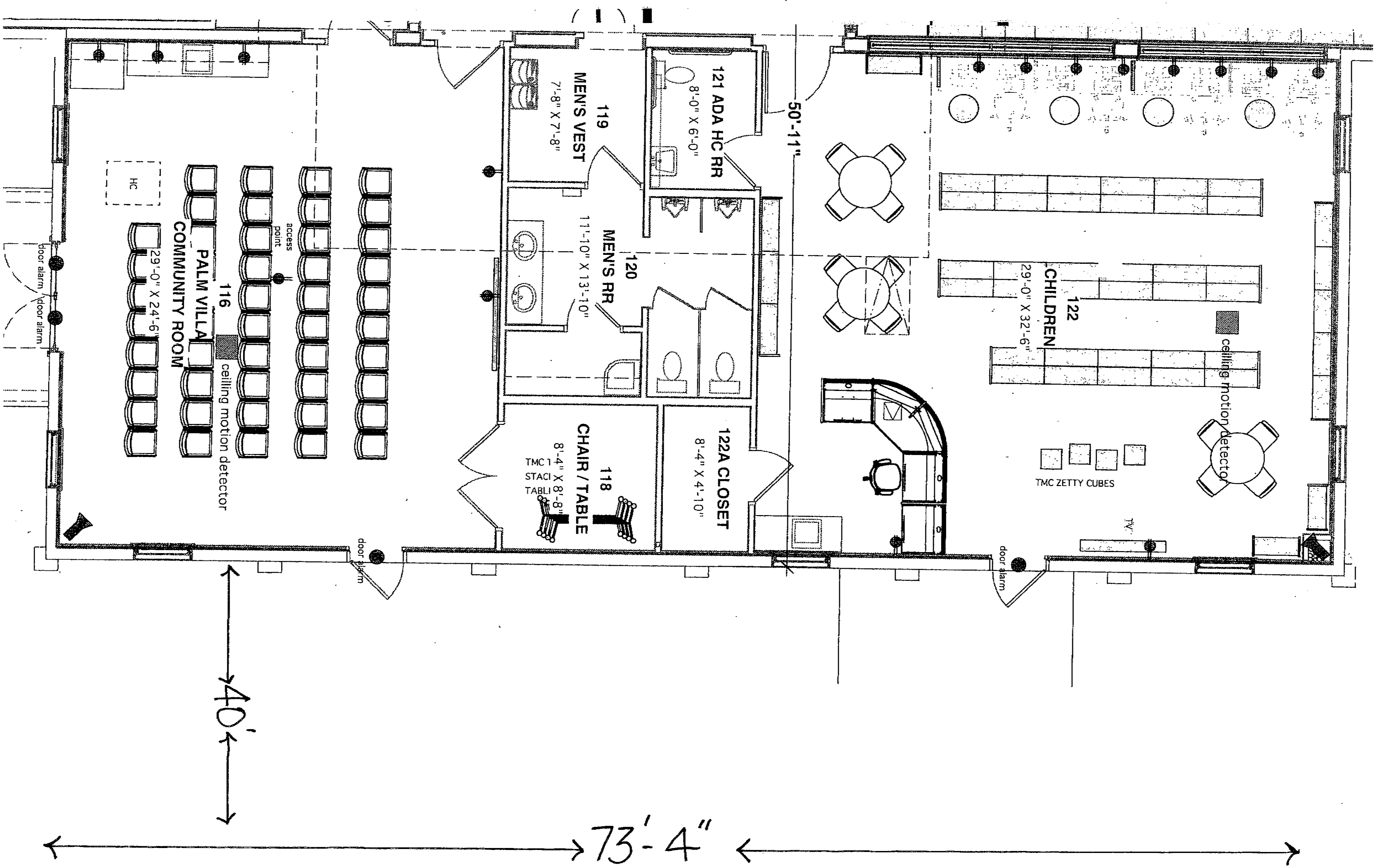

Adult Programming 2023/2024
1200
1000
800
600
400
200
0
January
February
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Programs 2023
Programs 2024
Attendance 2023
Attendance 2024

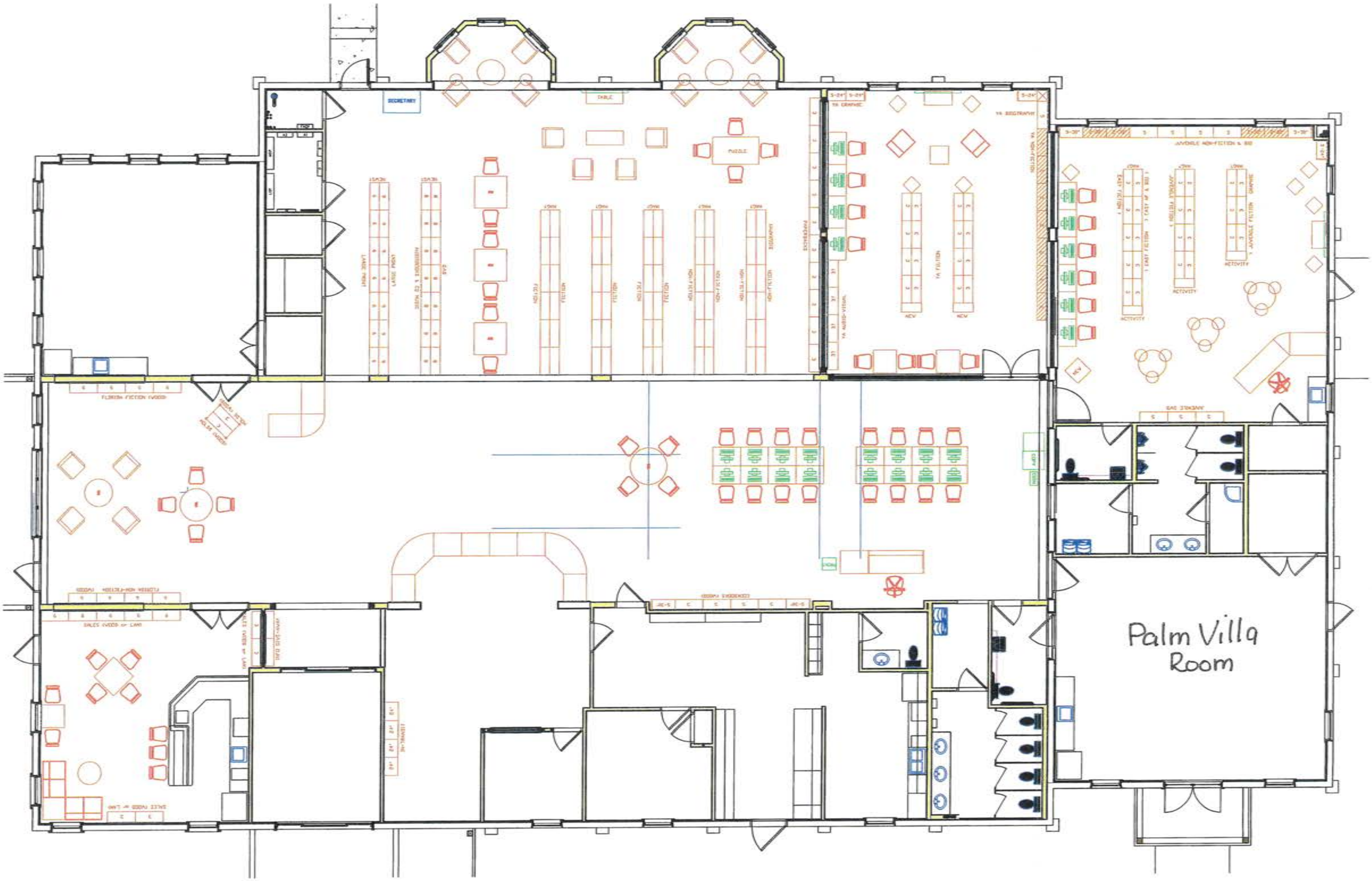
Adult

	Programs	
	2023	**2024**
January	20	22
February	23	19
March	26	25
April	25	26
May	25	24
June	29	22
July	21	27
Aug	25	23
Sept	21	24
Oct	21	37
Nov	25	41
Dec	21	34

	Attendance	
	2023	**2024**
January	171	1113
February	414	806
March	404	491
April	258	390
May	183	378
June	212	287
July	176	402
Aug	205	323
Sept	194	358
Oct	172	566
Nov	309	565
Dec	199	550

7


116
PALM VILLA
COMMUNITY ROOM
29'-0" X 24'-6"
HC
access point
ceiling motion detector
door alarm
door alarm
119
MEN'S VEST
7'-8" X 7'-8"
121 ADA HC RR
8'-0" X 6'-0"
120
MEN'S RR
11'-10" X 13'-10"
118
CHAIR / TABLE
8'-4" X 8'-8"
TMC 1
STACI
TABLI
122A CLOSET
8'-4" X 4'-10"
50'-11"
door alarm
122
CHILDREN
29'-0" X 32'-6"
ceiling motion detector
TMC ZETTY CUBES
TV
door alarm
40'
73'-4"


SECRETARY
TABLE
PUZZLE
Palm Villa
Room

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

ITEM TITLE: Resolution 2025-040, Deferred Parking Agreement. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises, LLC. (Tabled 6/12/25)

MEETING DATE: June 26, 2025

DATE SUBMITTED: May 28, 2025

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

BRIEF NARRATIVE: Applicant is seeking approval of a major site plan to construct a multi-family apartment complex consisting of 150 units within 5 buildings (2 and 3 story. A total of 324 parking spaces is required; however, a parking deferral agreement is requested to approve 250 [211 standard parking spaces, 31 compact and 8 ADA compliant parking spaces (74 less spaces from required). The city's code does not allow for a deferred parking plan Chapter 162, Section 162.040(d)(1) and provides for an agreement between the parties that contemplates additional parking being constructed, if needed.

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2025-040, Deferred Parking Plan

RECOMMENDATION: Recommendation to consider approval of Resolution 2025-040.

ACTION: **Approve or Deny Resolution 2025-040.**

RESOLUTION 2025-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE DEFERRED PARKING AGREEMENT CONSISTENT WITH SECTION 162.040(D), CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE BETWEEN THE CITY AND BIRCH ENTERPRISES, LLC FOR THE URICK WILDER APARTMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the applicant desires to defer a portion of the required parking spaces pursuant to Chapter 162, Section 162.040(d) of the LDRs ; and

WHEREAS, the City is amenable to such deferral provided that the Owner enters into a Parking Deferral Agreement with the terms required by the LDRs; and

WHEREAS, the City Commission finds deferral of the parking spaces acceptable provided the parking deferral agreement is executed by Birch Enterprises, LLC.

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

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

Section 2. The City Commission approves the Deferred Parking Agreement, a copy of which is attached hereto, and further authorizes the Mayor to execute the Agreement between the City of Fruitland Park, Florida and Birch Enterprise LLC.

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

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

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

____
CHRIS CHESHIRE, MAYOR

ATTEST:

____
Gwen Keough-Johns, City Clerk

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

Approved as to form:

____
Anita Geraci-Carver, City Attorney

DEFERRED PARKING AGREEMENT

This Deferred Parking Agreement (the "Agreement") is made this ____ day of ____________, ~~2024~~2025, by and between the **CITY OF FRUITLAND PARK, a Florida municipal corporation** ("City"), whose address is 506 West Berkman Street, Fruitland Park, Florida 34731, and **BIRCH ENTERPRISES, LLC, a Florida limited liability company,** ("Owner"), whose address is P.O. Box 7878, Gainesville, Georgia 30504, hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, Owner is developing property located at the south side of Urick Street, and east of Wilder Street, more particularly described on attached Exhibit "A" ("the Property") within the City of Fruitland Park, Florida; and

WHEREAS, Owner has filed a site plan application with the City for the 150-unit multi-family development on the Property (the "Project"); and

WHEREAS, the City Land Development Regulations (the "LDRs") contain certain parking requirements applicable to site plans; and

WHEREAS, the Owner desires to defer a portion of the required parking spaces pursuant to Chapter 162, Section 162.040(d) of the LDRs; and

WHEREAS, the City is amenable to such deferral provided that the Owner enters into this Agreement and complies with the terms herein; and

WHEREAS, the parties have reached an agreement as to these terms and desire to memorialize the terms in this Agreement.

NOW, THEREFORE, in consideration of mutual covenants and representations set forth herein and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

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

2. **Deferred Parking.** The total number of parking spaces required pursuant to the LDRs is three hundred twenty-four (324) spaces (the "Full Parking Requirement"). Pursuant to the City's Vehicle Parking Deferral provisions in Chapter 162, Section 162.040(d)of the LDRs, Developer desires to defer the provision of seventy-four (74) of such required off-street parking spaces (the "Deferred Spaces") based on information supplied by Developer that the required number of spaces may not be necessary. Developer has submitted a deferred parking plan pursuant to Chapter 162, Section 162.040(d)(1)(B)(i) and the Deferred Spaces may be deferred as provided in Chapter 162, Section 162.040(d) of the LDRs.

3. **City's Reassessment One (1) Year Following Certificate of Occupancy Issuance.**

A. One year from the date of City's issuance of the certificate of occupancy for the Project, the City may assess whether the Deferred Spaces are necessary within City's sole discretion. The Owner may at any time request that the City approve a revised development plan to allow converting the deferred spaces to operable parking spaces.

B. In the event City determines that a parking study is needed within City's sole discretion, Owner shall at Owner's sole expense conduct a parking study by a registered transportation engineer to determine the advisability of providing the Full Parking Requirement within thirty (30) days of City's written request to do so.

C. City shall, within its sole discretion, determine based on the parking study if one was provided and upon any and all other relevant factors whether the Deferred Spaces shall be converted to operable parking spaces by Developer. In the event City determines that the Deferred Spaces shall be converted to operable parking spaces, Developer shall comply with the following:

i. Owner shall, within fifteen (15) days of City's written request to do so, submit a site plan application for the provision of seventy-four (74) of such required parking spaces within the grassed areas located on the Property shown on the attached Exhibit "B." Upon City's approval of a site plan for the parking spaces, Owner shall construct parking in conformity with City requirements. Owner shall delineate the parking spaces by use of wheel stops as required by Chapter 162 and shall install stop signs, directional, and identification signs as are reasonably necessary and approved by City to ensure safe and efficient ingress and egress to and from the parking area.

ii. Owner shall provide ~~one (1)~~ entrances into the parking area as shown on Exhibit "B," and such entrances shall be a continuation of the existing parking aisles and improved to meet all applicable LDR and City Code of Ordinances requirements and all requirements of all applicable regulatory and governmental agencies.

4. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties relating to this Agreement.

5. **Development Approvals**. This Agreement shall in no manner constitute a development approval regarding the Property. Developer must comply with all City Land Development Regulations regarding development of the Property. As part of any development approvals, Developer shall grant City such easements and appropriate approvals necessary to carry out the terms and intent of this Agreement.

6. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Waiver; Modification**. The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

8. **Default.** A default by either party under this Agreement shall entitle the other party to all remedies available at law, including, but not limited to, injunctive relief. City may, upon Owner's default, revoke the certificate of occupancy for the Property. Remedies provided to the parties by this Agreement, by law and by any instrument or document executed pursuant to this Agreement, are cumulative. No remedy shall be exclusive of any other remedies allowed to the parties by this Agreement, in equity, by law, or by any other source. A party's exercise of any particular remedy shall not preclude that party from exercising one or more additional or alternative remedies. Further, the terms of this Agreement may be enforced by practical measures including, but not limited to, municipal code enforcement procedures pursuant to F.S. Ch. 162.

9. **Governing Law**. This Agreement shall be governed by and construed under the laws of the State of Florida and venue for any dispute arising out of this Agreement is the appropriate court in Lake County, Florida.

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

TO CITY: Karen Manila, City Manager
City of Fruitland Park
506 West Berkman
Fruitland Park, Florida 34731
Telephone: (352) 360-6727

With a copy to: Anita Geraci-Carver, Esquire
Law Office of Anita Geraci-Caver, P.A.
1560 Bloxam Ave.
Clermont, FL 34711
Telephone: (352) 243-2801

TO DEVELOPER: Birch Enterprises, LLC
P.O. Box 7878
Gainesville, Georgia 30504
Telephone: (615) 490-6713

11. **Attorney's Fees**. In the event of any dispute hereunder for any action to interpret or enforce this Agreement, any provision hereof or any matter arising ~~herefrom~~here from, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of ____________________, 2025.

WITNESSES:

____
Printed Name: ______________________
Address:____________________________

____
Printed Name: ______________________
Address: ___________________________

CITY OF FRUITLAND PARK, FLORIDA

By: ____________________________________
Mayor Chris Cheshire

ATTEST:

____
Gwen Johns, CMC
City Clerk

BIRCH ENTERPRISES, LLC

____
Printed Name: ______________________

By: ____________________________________
Printed Name: ______________________________

Address:______________________________
: As its: ______________________________

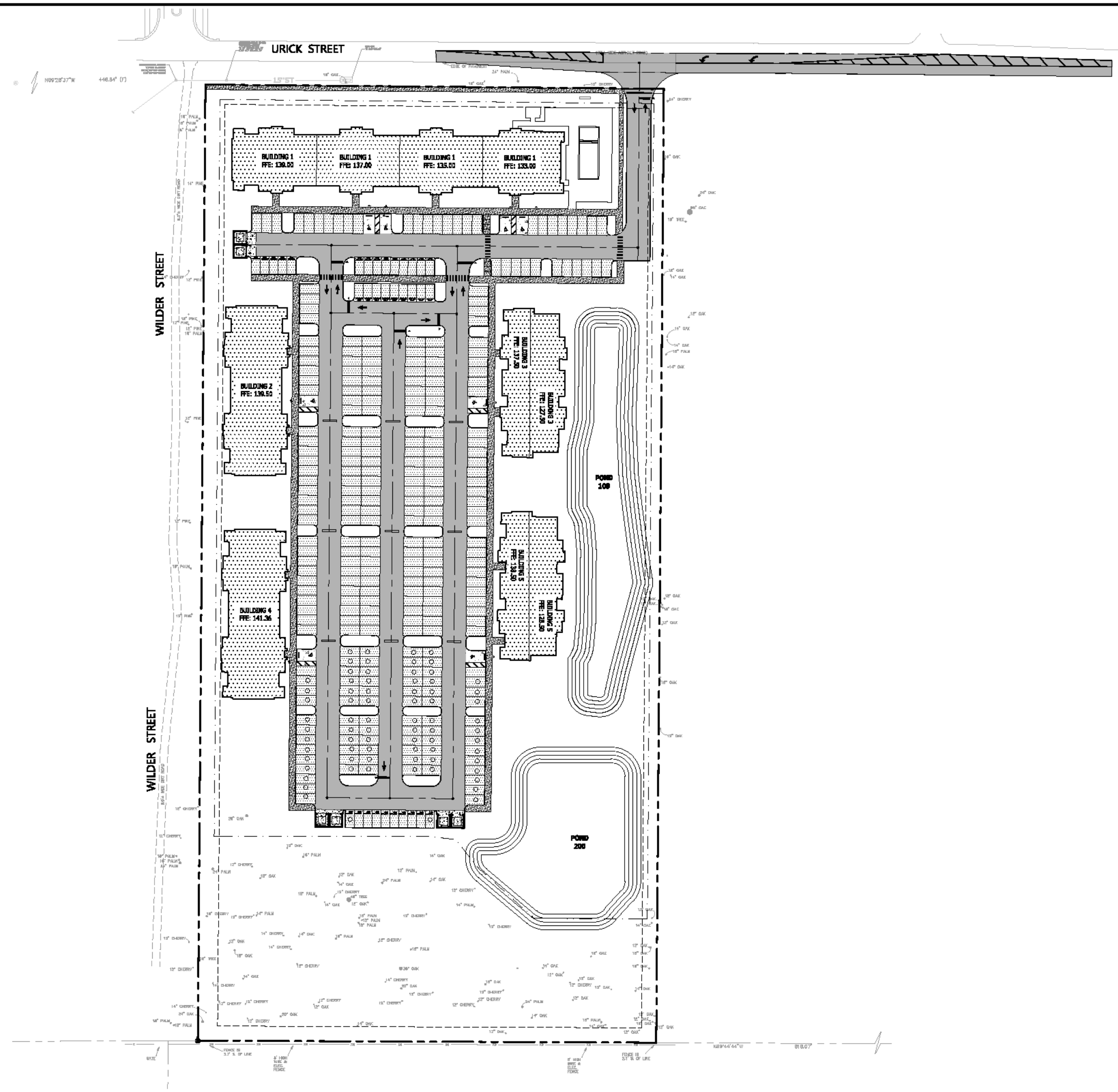
____
Printed Name: ______________________
Address:______________________________

EXHIBIT 'A'

DESCRIPTION:
THE WEST 466.70 FEET OF BLOCK 45 IN THE TOWN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 8, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALSO BEING DESCRIBED AS:

DESCRIPTION:
THE WEST 466.70 FEET OF BLOCK 45 IN THE TOWN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 8, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF BLOCK 45 AS PER THE PLAT OF THE TOWN OF FRUITLAND PARK, RECORDED IN PLAT BOOK 3, PAGE 8, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: THENCE N. 00°27'25" E., ALONG THE WEST BOUNDARY OF SAID BLOCK 45, A DISTANCE OF 974.13 FEET TO THE N.W. CORNER OF SAID BLOCK 45 AND THE SOUTH RIGHT-OF-WAY LINE OF URICK STREET (BEING 50.00 FEET WIDE); THENCE S. 89°28'05" E., A DISTANCE OF 466.70 FEET TO THE EAST LINE OF THE 466.70 FEET OF SAID BLOCK 45; THENCE S. 00°27'25" W., DEPARTING FROM SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF THE WEST 466.70 FEET OF SAID BLOCK 45, A DISTANCE OF 971.87 FEET TO THE SOUTH LINE OF SAID BLOCK 45; THENCE N. 89°44'44" W., ALONG THE SOUTH LINE OF SAID BLOCK 45, A DISTANCE OF 466.70 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAIN 10.42 ACRES, MORE OR LESS.



LEGEND	
EXISTING TREES TO REMAIN	18" PALM

LEGEND	
BUILDING	
CONCRETE PAVEMENT	
CONCRETE SIDEWALK	
HEAVY DUTY PAVEMENT	
LIGHT DUTY PAVEMENT	
PAINTED STRIPE	
CONCRETE CURB	
CENTERLINE	
DEFERRED PARKING STALLS	

PARKING CALCULATIONS PER FRUITLAND PARK LDC

		UNIT	TOTAL
MULTIFAMILY - (1 BED UNIT)	1.5 SPACES / UNIT	28	42
MULTIFAMILY - (2+ BED UNIT)	2.0 SPACES / UNIT	122	244
MULTIFAMILY (VISITOR)	0.25 SPACES / TOTAL UNITS	150	37.5
TOTAL			324

BICYCLE PARKING	0.1 Spaces / Required Parking Stalls	33

DEFERRED PARKING PLAN

PROPOSED PARKING	STANDARD	ADA	TOTAL	%
STANDARD	283	8	291	89.81%
COMPACT (9'X18')	33	0	33	10.19%
TOTAL	316	8	324	100.00%

PARKING SPACES / UNIT 2.16

N

811 Know what's below. Call before you dig.

0 25 50 100 150
GRAPHIC SCALE

Catalyst DESIGN GROUP
1016 W MORSE BLVD, WINTER PARK, FL 32789
(689) 219-6900 | WWW.CATALYST-DG.COM
JAKE PRETZELL, PE 85544
BORIS WONG, PLA LA6667315

URICK & WILDER ST. FRUITLAND PARK MULTIFAMILY

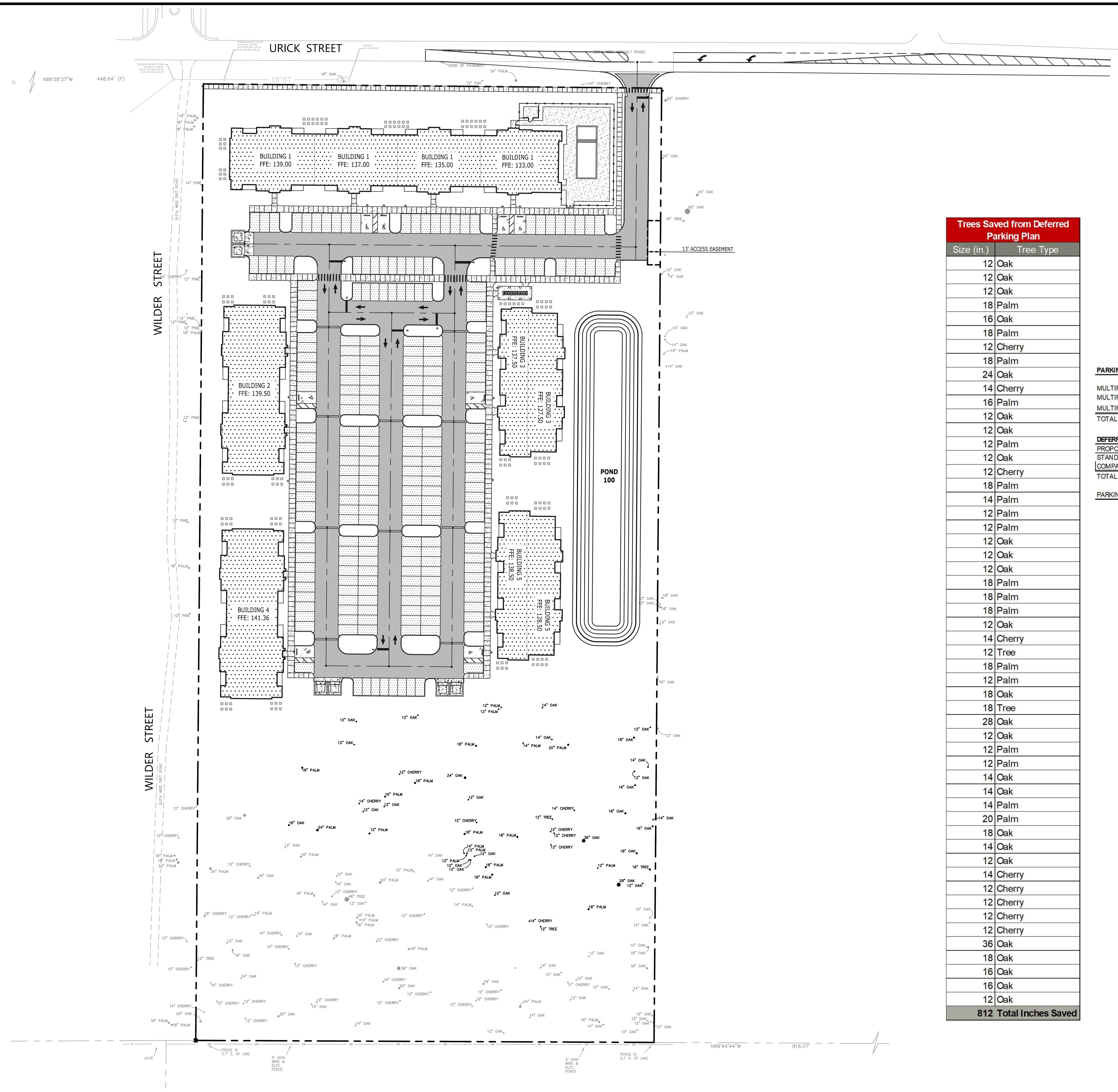
FRUITLAND PARK, FL

NO.	DATE	DESCRIPTION
1	11/15/2024	PARKING PLAN

EXHIBIT
DEFERRED PARKING PLAN

PROJECT NUMBER
20240087

EXHIBIT
PARKING - 2



LEGEND

EXISTING TREES TO REMAIN	18" PALM
ADDITIONAL TREES SAVED FROM DEFERRED PARKING PLAN	18" PALM

LEGEND

BUILDING	
CONCRETE PAVEMENT	
CONCRETE SIDEWALK	
HEAVY DUTY PAVEMENT	
LIGHT DUTY PAVEMENT	
PAINTED STRIPE	
CONCRETE CURB	
CENTERLINE	

Trees Saved from Deferred Parking Plan

Size (in.)	Tree Type
12	Oak
12	Oak
12	Oak
18	Palm
16	Oak
18	Palm
12	Cherry
18	Palm
24	Oak
14	Cherry
16	Palm
12	Oak
12	Oak
12	Palm
12	Oak
12	Cherry
18	Palm
14	Palm
12	Palm
12	Palm
12	Oak
12	Oak
12	Oak
18	Palm
18	Palm
18	Palm
12	Oak
14	Cherry
12	Tree
18	Palm
12	Palm
18	Oak
18	Tree
28	Oak
12	Oak
12	Palm
12	Palm
14	Oak
14	Oak
14	Palm
20	Palm
18	Oak
14	Oak
12	Oak
14	Cherry
12	Cherry
12	Cherry
12	Cherry
12	Cherry
36	Oak
18	Oak
16	Oak
16	Oak
12	Oak
812	Total Inches Saved

PARKING CALCULATIONS PER FRUITLAND PARK LDC

		UNIT	TOTAL
MULTIFAMILY - (1 BED UNIT)	1.5 SPACES / UNIT	26	39
MULTIFAMILY - (2+ BED UNIT)	2.0 SPACES / UNIT	124	248
MULTIFAMILY - (VISITOR)	0.25 SPACES / TOTAL UNITS	150	37.5
TOTAL			325

DEFERRED PARKING PLAN

PROPOSED PARKING	STANDARD	ADA	TOTAL	%
STANDARD (9'X18')	211	8	219	87.60%
COMPACT (8'X16')	31	0	31	12.40%
TOTAL	242	8	250	100.00%

PARKING SPACES / UNIT 1.69

N

811 Know what's below. Call before you dig.

0 25 50 100 150
GRAPHIC SCALE

Catalyst DESIGN GROUP
1085 W MORSE BLVD, WINTER PARK, FL 32789
(689) 219-8900 | WWW.CATALYST-DG.COM
JAKE PRETZELL, PE 95544
BORIS WONG, PLA LA6667315

ECG FRUITLAND PARK

FRUITLAND PARK, FL

NO.	DATE	DESCRIPTION
1	8/20/2024	SCHEMATIC DESIGN

DRAWING TITLE
DEFERRED PARKING PLAN

PROJECT NUMBER 20240087

DRAWING NUMBER EX-1

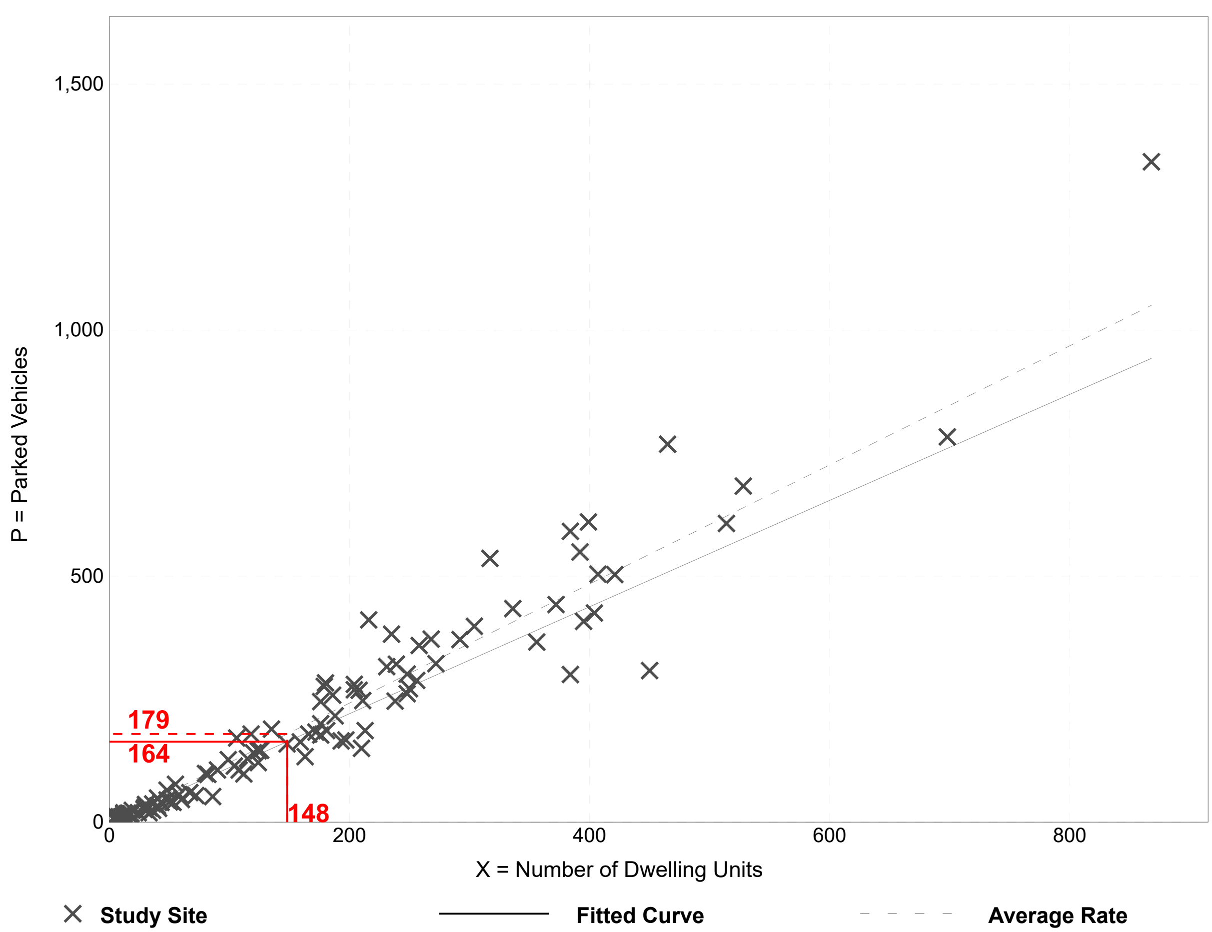
Multifamily Housing (Low-Rise)
(220)

Peak Period Parking Demand vs:	**Dwelling Units**
On a:	**Weekday (Monday - Friday)**
Setting/Location:	**General Urban/Suburban (no nearby rail transit)**
Number of Studies:	119
Avg. Num. of Dwelling Units:	156

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.21	0.58 - 2.50	1.03 / 1.52	1.16 - 1.26	0.27 (22%)

Data Plot and Equation



Fitted Curve Equation: Ln(P) = 0.99 Ln(X) + 0.15 **R^2= 0.96**

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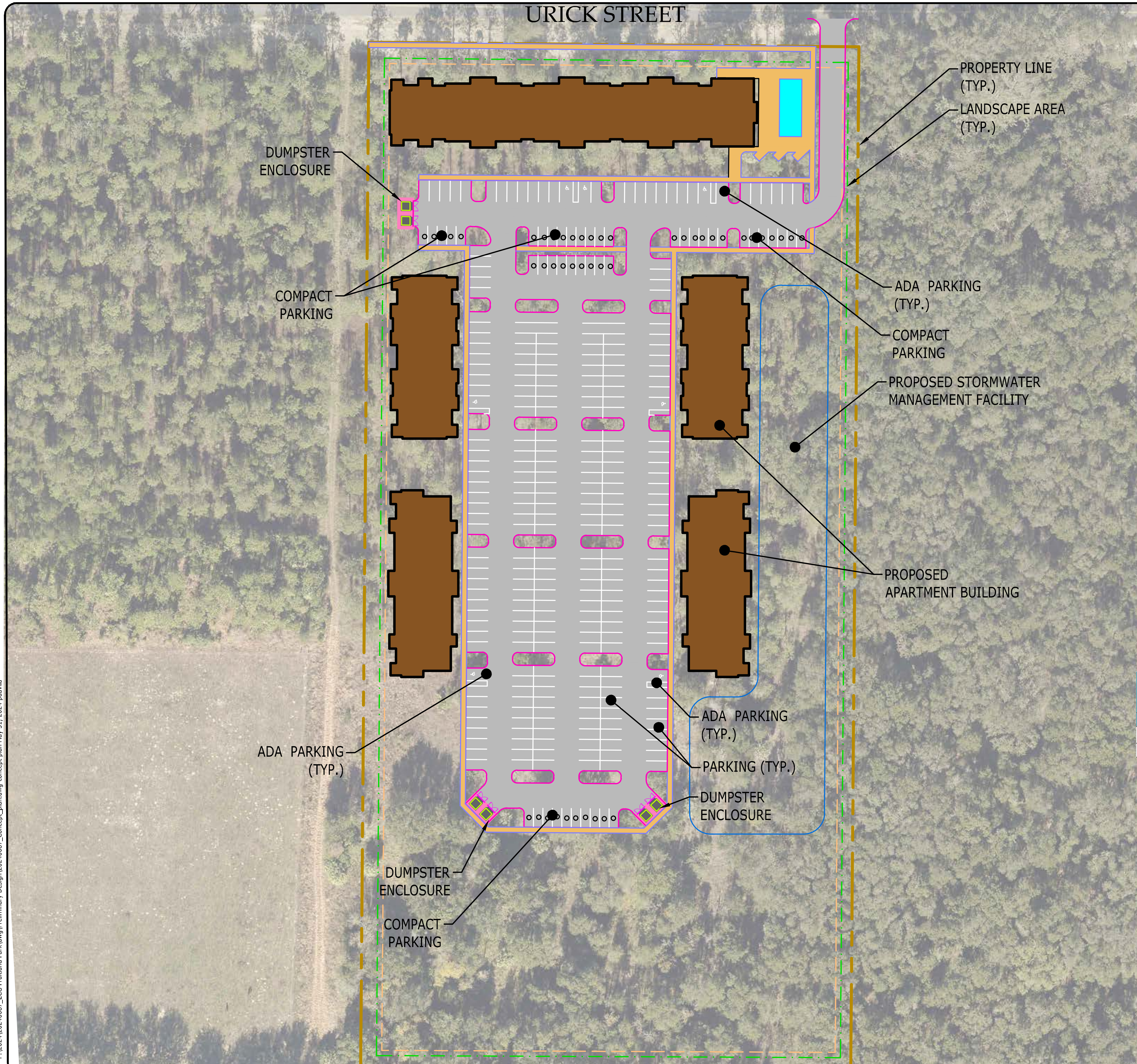

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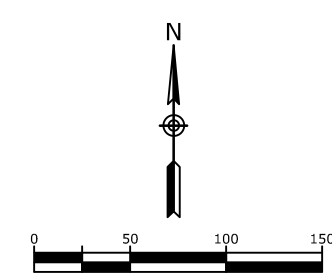
LEGEND

- BUILDING
- CONCRETE SIDEWALK
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- PROPERTY LINE
- BUILDING SETBACK
- LANDSCAPE BUFFER

REQUIRED PARKING	
1 BED: 1.5/UNIT	39
2+ BED: 2/UNIT	244
VISITOR: .25/UNIT	37
TOTAL REQUIRED	320

PROPOSED PARKING	
ADA	8
REGULAR PARKING	268
COMPACT PARKING	46
TOTAL	322

LAND USE	ITE CODE	INTENSITY	DAILY TRIP ENDS	AM PEAK PERIOD IN TRIPS	AM PEAK PERIOD OUT TRIPS	AM PEAK PERIOD TOTAL	PM PEAK PERIOD IN TRIPS	PM PEAK PERIOD OUT TRIPS	PM PEAK PERIOD TOTAL
PROPOSED									
Multifamily Housing (Mid-Rise)	221	150 DU	669	*12*	*42*	54	*32*	*23*	59
Total			**669**	***12***	***42***	**54**	***32***	***23***	**59**



Catalyst DESIGN GROUP
1085 WEST MORSE BLVD., WINTER PARK, FL 32789
(689) 219-8900 | WWW.CATALYST-DG.COM

ELMINGTON FRUITLAND PARK

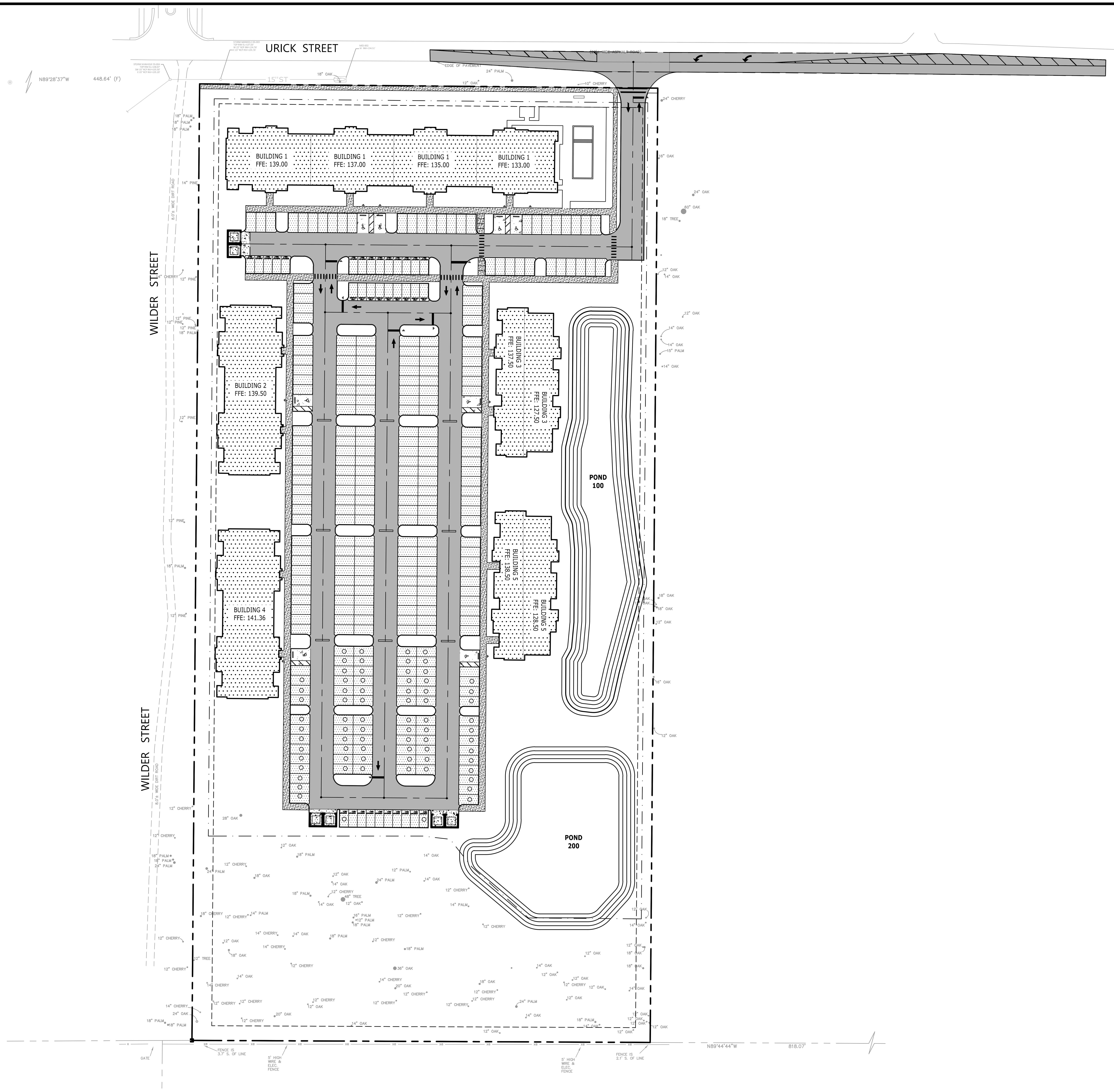
FRUITLAND, FLORIDA

NO.	DATE	DESCRIPTION
△	10/04/24	DEFERRED PARKING PLAN

DRAWING TITLE
Deferred Parking Plan

PROJECT NUMBER
20220301

DRAWING NUMBER
EXH-1



LEGEND

EXISTING TREES TO REMAIN	18" PALM

LEGEND

BUILDING	
CONCRETE PAVEMENT	
CONCRETE SIDEWALK	
HEAVY DUTY PAVEMENT	
LIGHT DUTY PAVEMENT	
PAINTED STRIPE	
CONCRETE CURB	
CENTERLINE	
DEFERRED PARKING STALLS	

PARKING CALCULATIONS PER FRUITLAND PARK LDC

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PARKING SPACES / UNIT 2.16

N

811 Know what's below. Call before you dig.

0 25 50 100 150
GRAPHIC SCALE

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URICK & WILDER ST. FRUITLAND PARK MULTIFAMILY

FRUITLAND PARK, FL

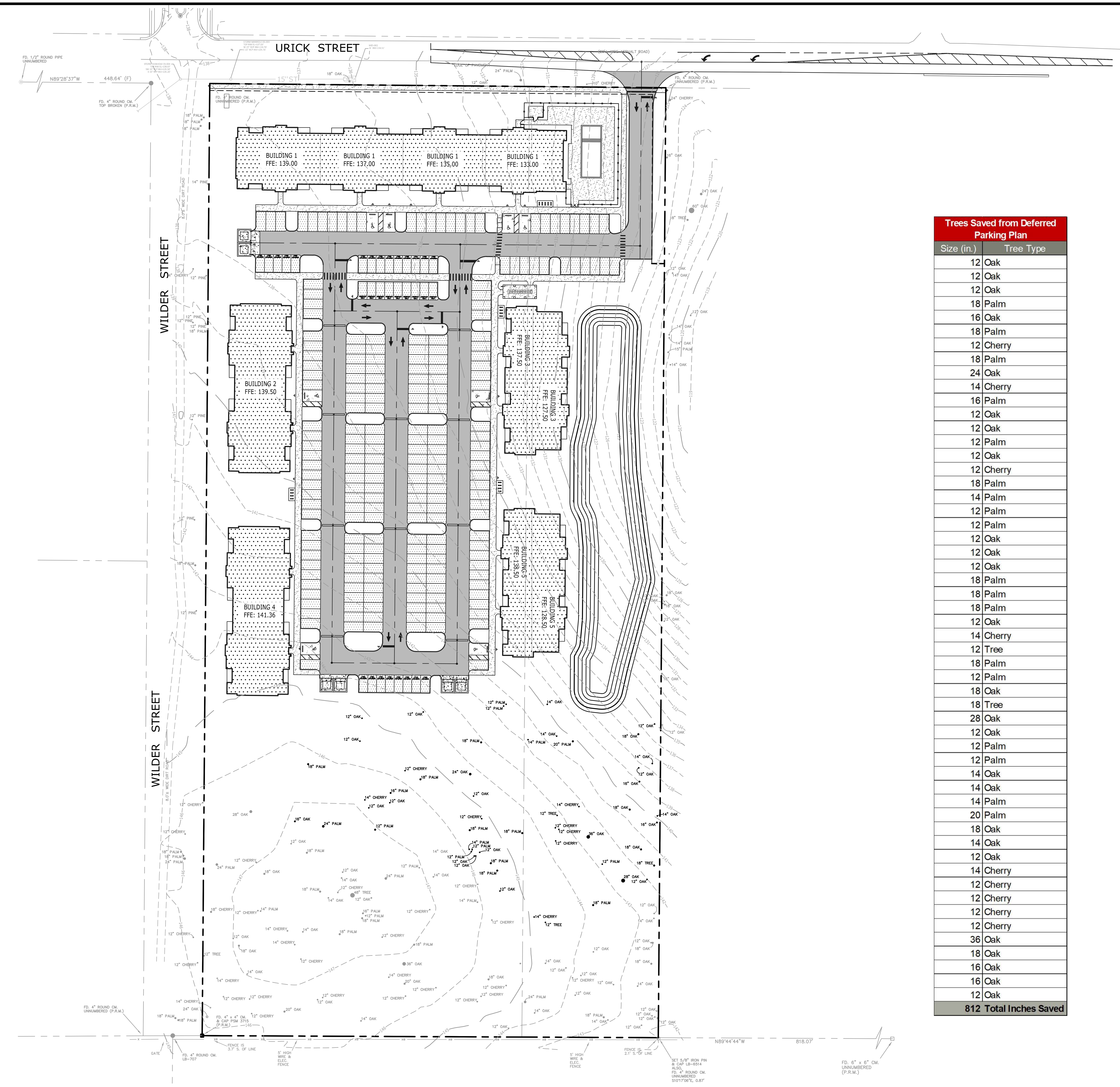
NO.	DATE	DESCRIPTION
1	11/15/2024	PARKING PLAN

EXHIBIT
DEFERRED PARKING PLAN

PROJECT NUMBER
20240087

EXHIBIT
PARKING - 2

P:\2024\20240087_ECG Fruitland Park\dwg\Exhibit\2024-11-15_Exhibits\20240087_PARKING-2.dwg-PARKING 2 Nov 18, 2024 jpretzell



LEGEND

EXISTING TREES TO REMAIN	18" PALM
ADDITIONAL TREES SAVED FROM DEFERRED ONLY PLAN	18" PALM

LEGEND

BUILDING	
CONCRETE PAVEMENT	
CONCRETE SIDEWALK	
HEAVY DUTY PAVEMENT	
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PAINTED STRIPE	
CONCRETE CURB	
CENTERLINE	

Trees Saved from Deferred Parking Plan

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12	Palm
12	Oak
12	Cherry
18	Palm
14	Palm
12	Palm
12	Palm
12	Oak
12	Oak
12	Oak
18	Palm
18	Palm
18	Palm
12	Oak
14	Cherry
12	Tree
18	Palm
12	Palm
18	Oak
18	Tree
28	Oak
12	Oak
12	Palm
12	Palm
14	Oak
14	Oak
14	Palm
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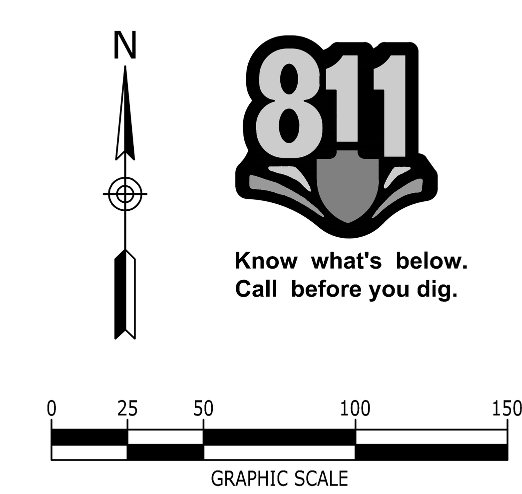
PARKING SPACES / UNIT 1.67



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JAKE PRETZELL, PE 95544
BORIS WONG, PLA LA6667315

URICK & WILDER ST. FRUITLAND PARK MULTIFAMILY

FRUITLAND PARK, FL

NO.	DATE	DESCRIPTION
1	11/15/2024	PARKING PLAN

EXHIBIT

SITE LAYOUT - PARKING PLAN

PROJECT NUMBER 20240087

EXHIBIT

PARKING - 1

P:\2024\20240087_ECG Fruitland Park\dwg\Exhibit\2024-11-15_Exhibits\20240087_PARKING-1.dwg-PARKING 1 Nov 18, 2024 jpretzell

Multifamily Housing (Low-Rise)
(220)

Peak Period Parking Demand vs: **Dwelling Units**
On a: **Weekday (Monday - Friday)**
Setting/Location: **General Urban/Suburban (no nearby rail transit)**
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Avg. Num. of Dwelling Units: 156

Peak Period Parking Demand per Dwelling Unit

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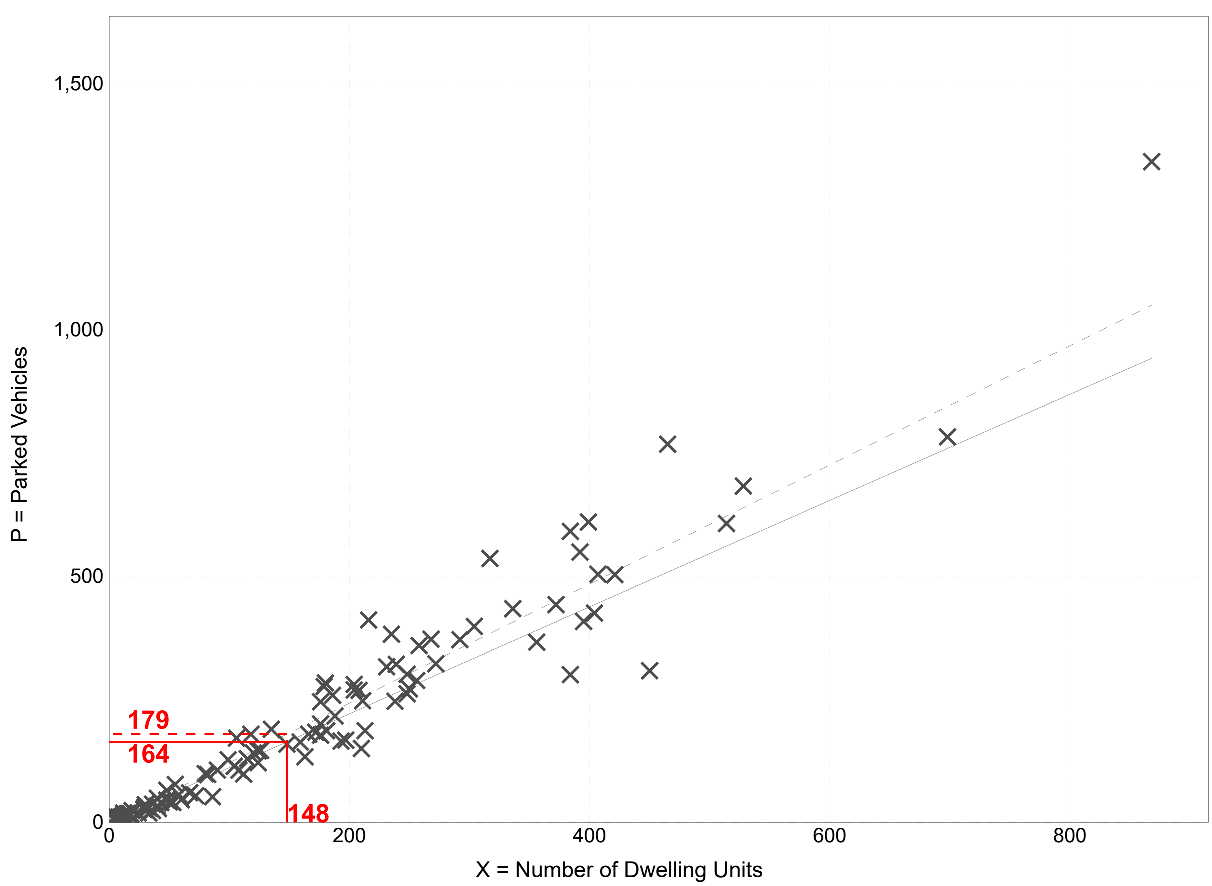


Fitted Curve Equation: Ln(P) = 0.99 Ln(X) + 0.15 **R^2= 0.96**

Parking Generation Manual, 6th Edition ● Institute of Transportation Engineers

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

ITEM TITLE: **RESOLUTION 2025-030 PROPORTIONATE SHARE MITIGATION AGREEMENT Thursday, May 22, 2025 (Tabled 6/12/25)**

MEETING DATE: June 26, 2025

DATE SUBMITTED: City Attorney

SUBMITTED BY: **PROPORTIONATE SHARE MITIGATION AGREEMENT**

BRIEF NARRATIVE:

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

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

FUNDS BUDGETED: **N/A**

ATTACHMENT

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

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

ACTION: **Approve or Deny Resolution 2025-030**

RESOLUTION 2025-030

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

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

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

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

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

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

Section 1. Proportionate Share Mitigation Agreement.

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

Section 2. Execution of Agreement.

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

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

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

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

____

CHRIS CHESHIRE, MAYOR

ATTEST:

____

Gwen Johns, City Clerk

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

Approved as to form:

____

Anita Geraci-Carver, City Attorney

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

Property Alternate Key Number: 1520690

PROPORTIONATE SHARE MITIGATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

1. **Recitals**. The above recitals are true and correct and fully incorporated herein.

2. **Definitions**. Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.

3. **Term**. The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the "**Effective Date**") and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date (the "**Expiration Date**"). The term of this Agreement may be extended once for a period of six (6) months if (i) requested by Contract Purchaser by delivering a sworn affidavit to School Board, no later than thirty (30) days prior to the Expiration Date, that demonstrates Contract Purchaser good faith efforts to obtain all development approvals required to proceed with the Project, and (ii) School Board and Local Government agree to extend the term of this Agreement. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Contract Purchaser, School Board, and Local Government and recorded, at Contract Purchaser's sole expense, in the public records of Lake County, Florida.

4. **Mitigation Payment**. Contract Purchaser shall pay to School Board the cost to mitigate the Capacity Deficit as follows:

    a. **Amount**. The proportionate share mitigation payment is Four Hundred Twenty-Nine Thousand and One Hundred Seventy and 00/100 Dollars ($429, 170.00 USD) (the "**Mitigation Payment**"). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of Student Station (i.e. 10 x $42,917.00 = $429,170.00).

    b. **Due Date**. The Mitigation Payment shall be made no more than 90 days after final development order is approved by Local Government for the Project (the "**Due Date**"). This provision shall survive the expiration of this Agreement.

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

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

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

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

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

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

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

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

If to School Board:	School Board of Lake County Attn: Superintendent of Schools 201 West Burleigh Blvd. Tavares, FL 32778 Email contact – croneyh@lake.k12.fl.us
If to Local Government:	City of Fruitland Park Attn: City Manager 506 West Berckman Street Fruitland Park, FL 34731
If to Contract Purchaser:	ECG Florida 2023 III, LP Attn: Reed Ellis 1030 16th Avenue South, Suite 500 Nashville, TN 37212
With copy to:	Reno & Cavanaugh, PLLC 424 Church Street, Suite 2910 Nashville, Tennessee 37219 Attention: Dwayne Barrett Email: dbarrett@renocavanaugh.com And Catalyst Design Group Attn: Jake Pretzell 1085 West Morse Boulevard Winter Park, FL 32789
If to Property Owner:	Birch Enterprises, LLC P.O. Box 7878 Gainesville, GA 30504
With copy to:	Oldham & Delcamp PLLC Attn: Gordon G. Oldham IV 4970 Park Blvd N. Pinellas Park, FL 33781

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Remainder of page left blank intentionally

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

The School Board of Lake County, Florida

By: ______________________
Board Chair

Date: 4/28/25

Approved as to form:

____
School Board Attorney

Attest:

____
Diane S. Kornegay, Superintendent

City of Fruitland Park, Florida

By: ______________________
Chris Cheshire, Mayor

Date: ______________________

Approved as to form:

____
City Attorney

Attest:

____
City Clerk

"Contract Purchaser"

Signed, sealed and delivered in the presence of:	**ECG Florida 2023 III, LP** A Florida Limited Partnership
______________	By: ECG Florida 2023 GP III, LLC, a Tennessee limited liability company, its General Partner
Print Name: Benjamin Sensing	By: ______________
______________	C. Hunter Nelson, Managing Member
Print Name: Mary Alex Baenes	This 4 day of April, 2025.

STATE OF Tennessee)
)
COUNTY OF Davidson)

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

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

____
Notary Public

My Commission Expires: 9-5-28

CAROLINE ADKINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 9-5-2028

"Property Owner"

Signed, sealed and delivered in the presence of:	**BIRCH ENTERPRISES, LLC** A Florida Limited Liability Company
______________________	By: ______________________
Print Name: Dom Tatro	Name: David M. Lennon
______________________	Its: V.P.
Print Name: Amy Spivey	This 1st day of April, 2025.

STATE OF FLORIDA
COUNTY OF Lake

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

____
Print Name: ______________________
Notary Public, State of Florida
Commission No.: HH 108368
My commission expires: June 20, 2025

Exhibit A – Legal Description

The West 466.70 feet of Block 45, TOWN OF FRUITLAND PARK, according to the plat

thereof as recorded in Plat Book 3, Page 8, Public Records of Lake County, Florida.

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

Exhibit B – Location Map

March 5, 2025

pointLayer

Override 1

polygonLayer

Override 1

County Boundary

Surrounding Counties

Street Names

Local Streets 10K

Tax Parcels Alternate Key

Tax Parcels

Water Bodies

1:6,660

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Lake BCC

Lake County Board of County Commissioners

Exhibit C – Site Plan/Subdivision Plan

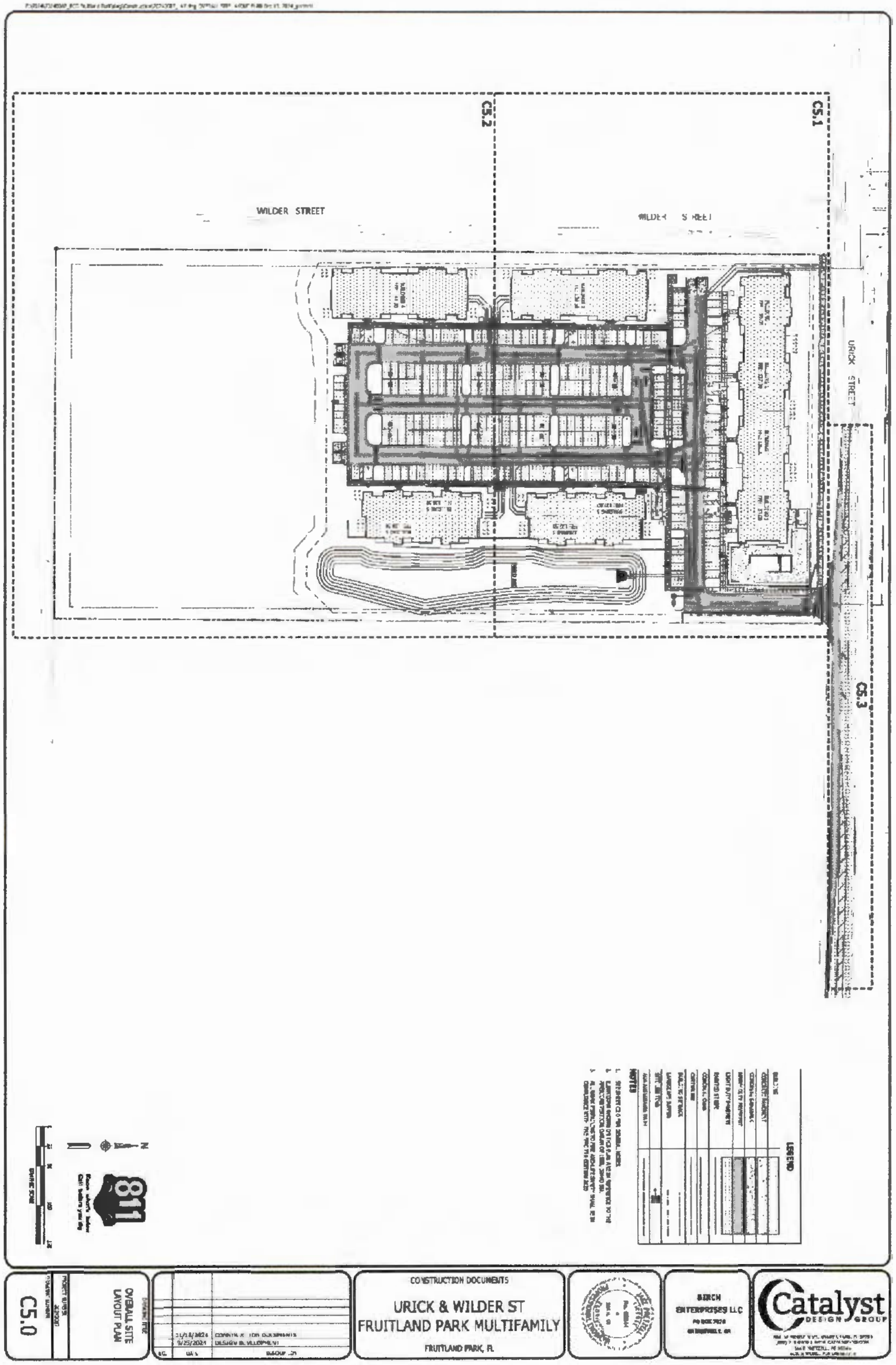


Exhibit D – Proportionate Share Mitigation Payment Form

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

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

Exhibit E – PSA

[Attached]

PURCHASE AND SALE AGREEMENT

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

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

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

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

1. **Sale of Property.** Seller hereby agrees to sell and convey, and Purchaser agrees to purchase, all of Seller's right, title and interest to the Property together with all improvements therein and thereon and all tenements, hereditaments, easements, appurtenances, rights, privileges and immunities belonging or related thereto.

2. **Purchase Price.** The purchase price payable for the Property is One Million Seven Hundred Fifty Thousand and No/100 Dollars ($1,750,000.00) (the "Purchase Price"). The Purchase Price shall be paid by the Purchaser in all cash at the Closing described in Paragraph 4 below.

3. **Earnest Money.** Within five (5) business days of the Effective Date of this Agreement Purchaser shall deliver to Stearns Weaver Miller Weissler Alhadeff and Sitterson, P.A., whose offices are located at 150 West Flagler Street, Suite 2200, Miami, FL, 33130 (the "Escrow Agent"), in part payment of the Purchase Price, an earnest money deposit in the amount of Thirty-Five Thousand and No/100 Dollars ($35,000.00) (the "Earnest Money"). During the Inspection Period, as hereinafter defined, the entire amount of the Earnest Money shall be fully refundable to Purchaser upon Purchaser's exercise of its right to terminate this Agreement. From and after the expiration of the Inspection Period, provided Purchaser has not terminated this agreement, the Earnest Money shall be considered non-refundable except in the event that (i) Seller defaults under the terms of this Agreement, (ii) as provided in Section 13 , or (iii) Seller does not cure a title defect prior to or at Closing, as provided in Section 7(b).

4. **Closing.** The closing of the purchase and the delivery of the title to and possession of the Property to Purchaser (the "Closing") shall occur in escrow through Escrow Agent on or before that date which is ninety (90) days following the expiration of the Inspection Period (the "Closing Date"). Purchaser may extend the Closing Date for two (2) successive periods of thirty (30) days each by delivering to Seller written notice of its

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

5. **Inspection Period.**

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

(b) Access. During the period occurring between the Effective Date and the Closing Date, Purchaser and its agents shall have the right to conduct investigations and studies upon the Property and to enter upon the Property upon reasonable notice and subject to the rights of tenants thereon (if applicable) for such purposes ("Purchaser Studies"); provided, however that if Purchaser desires to perform invasive testing of the Property, it shall first obtain the prior written approval of Seller, which approval shall not be unreasonably withheld. Purchaser agrees that all inspections and investigations of the Property by Purchaser shall be performed in compliance with all applicable laws. Purchaser shall indemnify and hold harmless Seller from and against all loss and expense paid or incurred by Seller if, and to the extent, the same result from or arise out of or in connection with Purchaser Studies, or any actions incident thereto, including any liens or other encumbrances filed against the Property in connection with any work performed as part of Purchaser's Studies. Purchaser shall restore any damage to the Property caused by Purchaser or its agents or contractors as soon as practicable thereafter. Notwithstanding any contrary provisions contained in this Agreement, in no event shall Purchaser be liable for any diminution in value of the Property resulting from its discovery of any pre-existing condition or circumstances affecting the Property.

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

6. **Expenses.**

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

(b) Closing Costs.

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

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

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

7. **Title to be Conveyed.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The Purchase Price.

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

11. **Default and Remedies.**

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

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

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

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

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

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

Notice to the Seller shall be addressed to:
Birch Enterprises, LLC
P.O. Box 7778
Gainesville, GA. 30504
Email: dlennon67@Gmail.com

With a copy to:

Oldham & Delcamp PLLC
4970 Park Blvd N.
Pinellas Park, FL 33781
Attention: Gordon G. Oldham IV
Email: gordon@oldhamdelcamp.com

Notice to the Purchaser shall be addressed to:

ECG Acquisitions, LLC
1030 16th Ave South, Suite 500
Nashville, TN 37212
Attention: John Shepard
Email: jshepard@elmingtoncapital.com

With a copy to:

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

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

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

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

17. **Assignment.** Seller shall not assign this Agreement. Purchaser may assign this Agreement without the consent or permission of Seller but shall not be released from liability hereunder.

18. **Attorneys' Fees.** Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

19. **Waiver of Jury Trial.** PURCHASER AND SELLER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

20. **Radon Gas Disclosure.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

21. **1031 Exchange.** Seller and Buyer hereby acknowledge that either party hereto may decide to effectuate an exchange of the Property pursuant to the Internal Revenue Code of 1986, as amended (the "Code"). Each party hereby agrees to reasonably cooperate with the other so as to effectuate a deferred exchange under the Code; provided, however, that such cooperating party will not be required, in connection with such exchange, to accept or be deemed to accept title to property for which the Property is to be exchanged, nor will such cooperating party be required to enter into contractual relationship with any party other than the other party hereto or it's assignee hereunder in order to effectuate such exchange. Each party will cooperate with appropriate documentation with the other party's exchange intermediary, include but not limited to execution of assignment documents and certifications regarding the transfer; provided that such cooperating party will not be required to incur any additional obligations or liabilities in connection with or as a result of such documentation. Each party hereto hereby warrants and agrees to defend, hold harmless and indemnify the other party from any cost, liability or cause of action (other than the other party's own counsels' fees) arising in connection with such an exchange. The indemnity contained in this Section will Survive Closing of this Agreement.

22. **Escrow Agent.** The Escrow Agent shall be Stearns Weaver Miller Weissler Alhadeff and Sitterson, P.A. All amounts paid to Escrow Agent under this Agreement ("Earnest

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

(a) The Earnest Money shall be held in Escrow Agent's IOTA Trust Account, and no interest shall accrue thereon in favor of Purchaser or Seller.

(b) The parties hereto acknowledge that under the terms of the foregoing Section 5(a), Purchaser has the right to terminate this Agreement by written notice to Seller, delivered to Seller at any time prior to the expiration of the Inspection Period as defined therein, and to receive a refund of the Earnest Money upon such termination. The parties further acknowledge that under the terms of the foregoing Section 7(b), Purchaser has the right to terminate this Agreement (i) within 30 days of receipt of Seller's notice to Purchaser of Seller's election not to cure, by written notice to Seller and receive a refund of the Earnest Money in the event that Seller elects not to cure any title defect that Seller is not otherwise obligated to cure pursuant to Section 7(b), and (ii) within 30 days of Seller's failure to cure any title defect which Seller is obligated cure pursuant to Section 7(b). The parties further acknowledge that under the terms of the foregoing Section 13, Purchaser has the right to terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money in the event that any material portion of the Property is destroyed or damaged by casualty or taken or appropriated by eminent domain or similar proceedings. If Purchaser provides to Escrow Agent evidence satisfactory to Escrow Agent that Purchaser has exercised a right of termination as set forth in the foregoing Sections 5(a), 7(b), or 13, then Escrow Agent shall be and is hereby authorized and directed to disburse the Earnest Money to Purchaser, without the need for any consent or joinder or other instructions from Seller.

(c) In the event the Closing occurs, the Earnest Money shall be applied to the Purchase Price.

(d) Purchaser and Seller agree that Escrow Agent shall not be liable to any party for any reason except due to Escrow Agent' s gross negligence or willful or wanton misconduct.

(e) Escrow Agent shall comply with any specific terms contained in this Agreement with respect to disbursement of escrow funds.

(f) In the event of any dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hand held under the terms of the Purchase Agreement or this Agreement, together with such legal pleadings as it deems appropriate, and thereupon Escrow Agent shall be discharged from any further obligation under this Agreement.

23. **<u>Effective Date</u>.** The "<u>Effective Date</u>" of this Agreement shall be the date upon which this Agreement is signed by the last of either Purchaser or Seller.

[SIGNATURE PAGE FOLLOWS]

24. **SELLER:**

BIRCH ENTERPRISES, LLC,
a Florida limited liability company,

By: ______________________

Name: David M. Lennon

Title: V.P.

Date: 10-23-23

PURCHASER:

ECG ACQUISITIONS, LLC,
a Tennessee limited liability company

By: ______________________
Name: C. Hunter Nelson
Title: Secretary

Date: 10/20/2023

25. **ESCROW AGENT:**

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

By: ______________________

Name: BRIAN J. McDONOUGH

Its: Shareholder

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

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

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

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

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

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

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

1. **Assignment and Assumption of Contract.** Assignor does hereby assign, transfer and convey unto Assignee, and Assignee's successors and assigns, all of Assignor's rights, title, duties, obligations, and interests in, under, and to the Contract. Assignee hereby accepts the assignment of the Contract, and does hereby assume and undertake to abide by the Contract and all liabilities and obligations of Purchaser thereunder, including any indemnities, according to the terms and conditions thereof.

2. **Assignee Indemnification.** Assignee further agrees to hold Assignor harmless and to fully indemnify Assignor from and against any and all liability under the Contract as "Purchaser", and any and all claims, suits, payments, settlements, awards, damages, judgments, losses, expenses, court costs and attorneys' fees incurred by or assessed against Assignor in connection with the Contract.

3. **Assignor to Remain Fully Liable.** Notwithstanding anything to the contrary contained herein, Assignor shall remain fully liable for all obligations of "Purchaser" under the Contract.

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

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

ECG ACQUISITIONS, LLC,
a Tennessee limited liability company

By: ______________________________
C. Hunter Nelson, Secretary

Date: 12/16/2023

ASSIGNEE:

ECG FLORIDA 2023 III, LP, a Florida limited partnership

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

By: ______________________________
C. Hunter Nelson, Managing Member

Date: 12/16/2023

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENTS

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

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

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

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

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

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

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

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

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

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

SELLER:

BIRCH ENTERPRISES, LLC,
a Florida limited liability company

DocuSigned by:
By: ____________________
91B32089F86A486...
Name: David M. Lennon
Title: Vice President
Date: 3/28/2024

PURCHASER:

ECG ACQUISITIONS, LLC,
a Tennessee limited liability company

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

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENTS

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

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

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

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

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

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

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

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

SELLER:	**PURCHASER:**
BIRCH ENTERPRISES, LLC,	**ECG ACQUISITIONS, LLC**,
a Florida limited liability company	a Tennessee limited liability company
By: ______	By: ______
Name: David M. Lennon	Name: C. Hunter Nelson
Title: Vice President	Title: Secretary
Date: 1/6/25	Date: 1/6/2025

<u>Schedule 1</u>

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

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

ITEM TITLE: Resolution 2025-022– Major Site Plan for approximately 10.42 ± acres generally located south of Urick Street and east of Wilder Street. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises, LLC. (Tabled 6/12/25)

MEETING DATE: June 26, 2025

DATE SUBMITTED: May 28, 2025

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

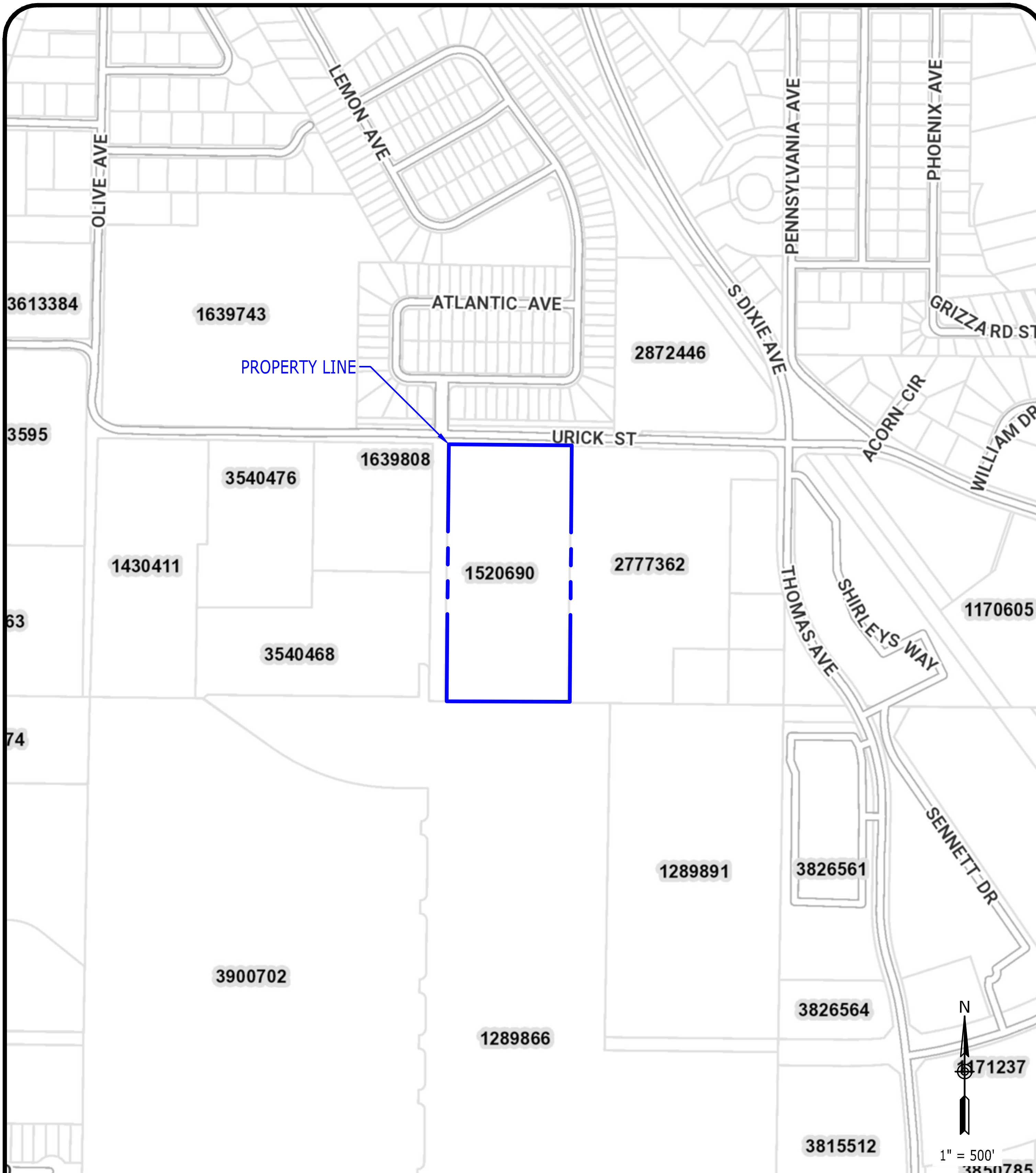
BRIEF NARRATIVE: Applicant is seeking approval of a major site plan to construct a multi-family apartment complex consisting of 150 units within 5 buildings (2 and 3 story); 28 - 1 Bedroom, 76 -2 Bedroom and 46 – 3 Bedroom apartments. Also, a total of 324 parking spaces is required; however, a parking deferral agreement is requested to approve 250 [211 standard parking spaces, 31 compact and 8 ADA compliant parking spaces (74 less spaces overall)] parking spaces. The city's code does not allow for a <u>**deferred parking plan**</u> Chapter 162, Section 162.040(d)(1) and provides for an <u>agreement between the parties that contemplates additional parking being constructed, if needed</u>. Additionally, it appears from the applicant's landscape plan [L1.1], a total of 21 specimen trees and 3 historic trees are planned for removal. In accordance with Chapter 164, Section 164.090(f), <u>**historical or specimen trees** shall not be removed without City Commission's findings/approval. Thus, City Commission should formally consider this issue as well for approval consideration</u>. <u>**A utility easement** will also be included for approval to grant the city access for maintenance/repair of the utility system</u>.

FUNDS REQUIRED: None

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

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

ACTION: **Approve or Deny Resolution 2025-022**



Drawing Path: P:\2024\20240179_UHS MARTINTOWN RD FED\DWG\EXHIBITS\2024-08-28_SITE LOCATION EXHIBIT.DWG

Catalyst DESIGN GROUP

1085 WEST MORSE BLVD., WINTER PARK, FL 32789
(689) 219-8900 | WWW.CATALYST-DG.COM

PROJECT:

URICK & WILDER ST
FRUITLAND PARK MF

FRUITLAND PARK, FL

TITLE:

LOCATION MAP

PROJ # 20240087	DWG. NO. FIG. 1
DATE: 09/30/2024	

RESOLUTION 2025-022

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

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

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

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

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

Section 1. Granting of Major Site Plan Approval.

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

Alt. Key Number: 1520690

09-19-24-0400-045-00002
(The Property)

LEGAL DESCRIPTION: See attached Exhibit A.

Section 2. Conditions of Approval.

(1) The Applicant shall resolve, to the satisfaction of the City Manager or designee, the following matters:

(a) Prior to the issuance of a building permit, execute and deliver a utility easement in favor of the City of Fruitland Park in the form provided by the City. The Owner must provide a sketch of description for the utility easement for review and approval of the city engineer.

(b) Prior to the issuance of a building permit, execute and deliver a vehicle parking deferral agreement pursuant to s. 162.040(d)(1), LDC.

(c) Seek City Commission consideration for removal of specimen and historic trees pursuant to s. 164.090(f), LDC.

(d) Prior to the issuance of a building permit, comply with all reasonable requirements of Lake County relating to improvements to and dedication of right of way re: Urick Street and Wilder Street.

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

(3) <u>The Site Plan is attached hereto and incorporated herein</u>.

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

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

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

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

____

CHRIS CHESHIRE, MAYOR

ATTEST:

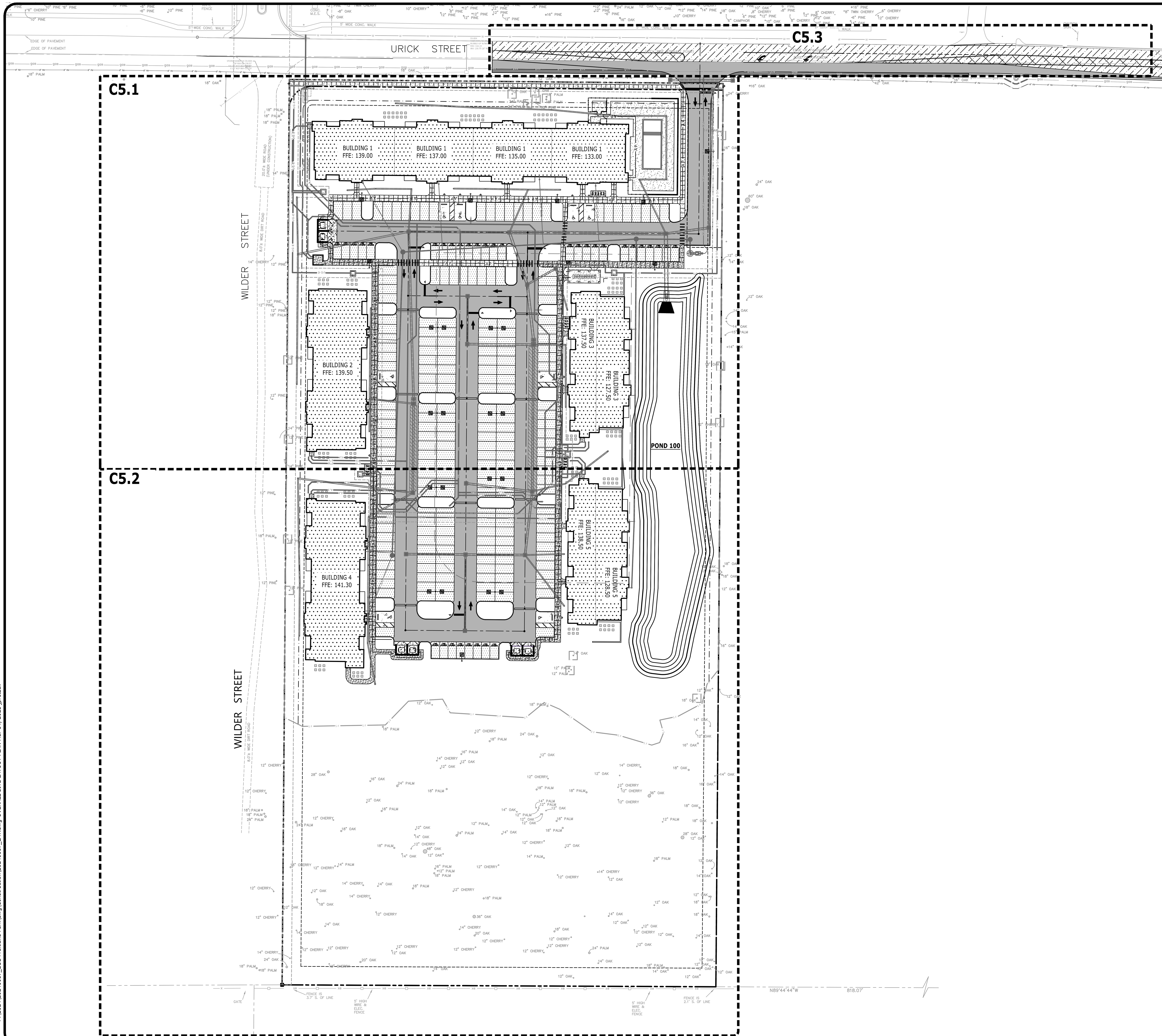
____
GWEN JOHNS, CITY CLERK

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

____
Anita Geraci-Carver, City Attorney

EXHIBIT A

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



LEGEND

BUILDING	
CONCRETE PAVEMENT	
CONCRETE SIDEWALK	
HEAVY DUTY PAVEMENT	
LIGHT DUTY PAVEMENT	
MILL OVERLAY	
PAINTED STRIPE	
CONCRETE CURB	
CENTERLINE	
BUILDING SETBACK	
LANDSCAPE BUFFER	
SITE LIGHTING	
ADA ASSESSABLE PATH	AP

NOTES

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

N

811 Know what's below. Call before you dig.

0 25 50 100 150
GRAPHIC SCALE

Catalyst DESIGN GROUP
1085 W MORSE BLVD, WINTER PARK, FL 32789
(689) 219-8900 | WWW.CATALYST-DG.COM
JAKE PRETZELL, PE 95544
BORIS WONG, PLA LA6667315

BIRCH ENTERPRISES LLC
PO BOX 7878
GAINESVILLE, GA

CONSTRUCTION DOCUMENTS

URICK FLATS

FRUITLAND PARK, FL

NO.	DATE	DESCRIPTION
	03/14/2025	TRC RESUBMITTAL
	12/20/2024	ISSUE FOR PERMIT
	9/27/2024	DESIGN DEVELOPMENT

DRAWING TITLE
OVERALL SITE LAYOUT PLAN

PROJECT NUMBER
20240087

DRAWING NUMBER
C5.0

P:\2024\20240087_ECG Fruitland Park\dwg\Construction\20240087_LAY.dwg-OVERALL SITE LAYOUT PLAN Mar 14, 2025 jpretzell

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

SITE PLAN

Owner:	**Birch Enterprises, LLC**
Engineer:	**Catalyst Design Group**
General Location:	**South of Urick Street and east of Wilder Street**
Number of Acres:	**10.42 ± acres**
Existing Zoning:	**R-15**
Existing Land Use:	**Multi-Family High Density**
Date:	**December 5, 2024**

Description of Project

The applicant is requesting approval of the site plan for a multi-family development consisting of 150 units within 5 buildings (2 and 3 story buildings) and a clubhouse with pool, fitness center and grill stations. Units range from 686 SF to 1,142 SF (26 - 1 bedroom, 74 - 2 bedroom and 50 - 3 bedroom). Proposed open space is 61.73% (6.43 acres) which exceeds the minimum 25% (2.61 acres) requirement. Open space appears to include the stormwater pond; however, the majority of the open space is located within the southern portion of the site. The applicant is requesting a vehicle parking deferral from 325 spaces to 250 spaces or 1.67 spaces per unit.

	Surrounding Zoning	**Surrounding Land Use**
North	PUD	SF Medium Density
South	PUD	Mixed Community
East	R-15	MF High Density
West	PUD	Mixed Community

Assessment

Prior to construction, an updated environmental assessment will need to be provided, along with the appropriate regulatory permit for any proposed relocation of gopher tortoises.

Recommendation

The applicant has addressed all outstanding planning comments and recommends approval subject to city engineering approval.

The Villages DAILY SUN

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

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01250831** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

MAY 9, 2025

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

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

(Signature Of Affiant)

Sworn to and subscribed before me this 9

day of May 2025.

Robin L. Baldeschwieler

Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification
Type of Identification Produced

ROBIN L. BALDESCHWIELER
Notary Public - State of Florida
Commission # HH 588770
My Comm. Expires Oct 10, 2028
Bonded through National Notary Assn.

NOTICE OF PUBLIC HEARING
RESOLUTION 2025-022

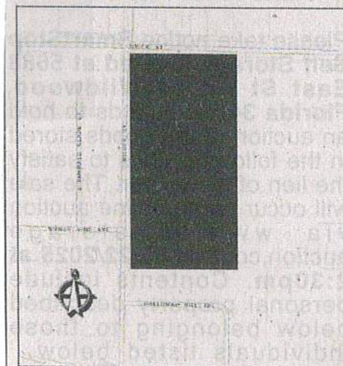
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OFFRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLANAPPROVAL WITH CONDITIONS TO ALLOW CONSTRUCTION OFMULTI-FAMILY APARTMENTS BUILDINGS AND A CLUBHOUSEINCLUSIVE OF ASSOCIATED PARKING AND STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITYMANAGER TO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

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

Planning & Zoning Board
Thursday, May 15, 2025
@ 6:00 p.m.
City Commission Reading
Thursday, June 12, 2025
@ 6:00 p.m.

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

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



#01250831 **May 9, 2025**

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

ITEM TITLE: Resolution 2025-041 Utility Easement (Tabled 6/12/25)

MEETING DATE: June 26, 2025

DATE SUBMITTED: May 30, 2025

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

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

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2025-041, sketch of description

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

ACTION: **Approve or Deny Resolution 2025-022.**

RESOLUTION 2025-041

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

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

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

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

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

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

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

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

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

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

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

____

CHRIS CHESHIRE, MAYOR

ATTEST:

____

Gwen Keough-Johns, City Clerk

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

Approved as to form:

____

Anita Geraci-Carver, City Attorney

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

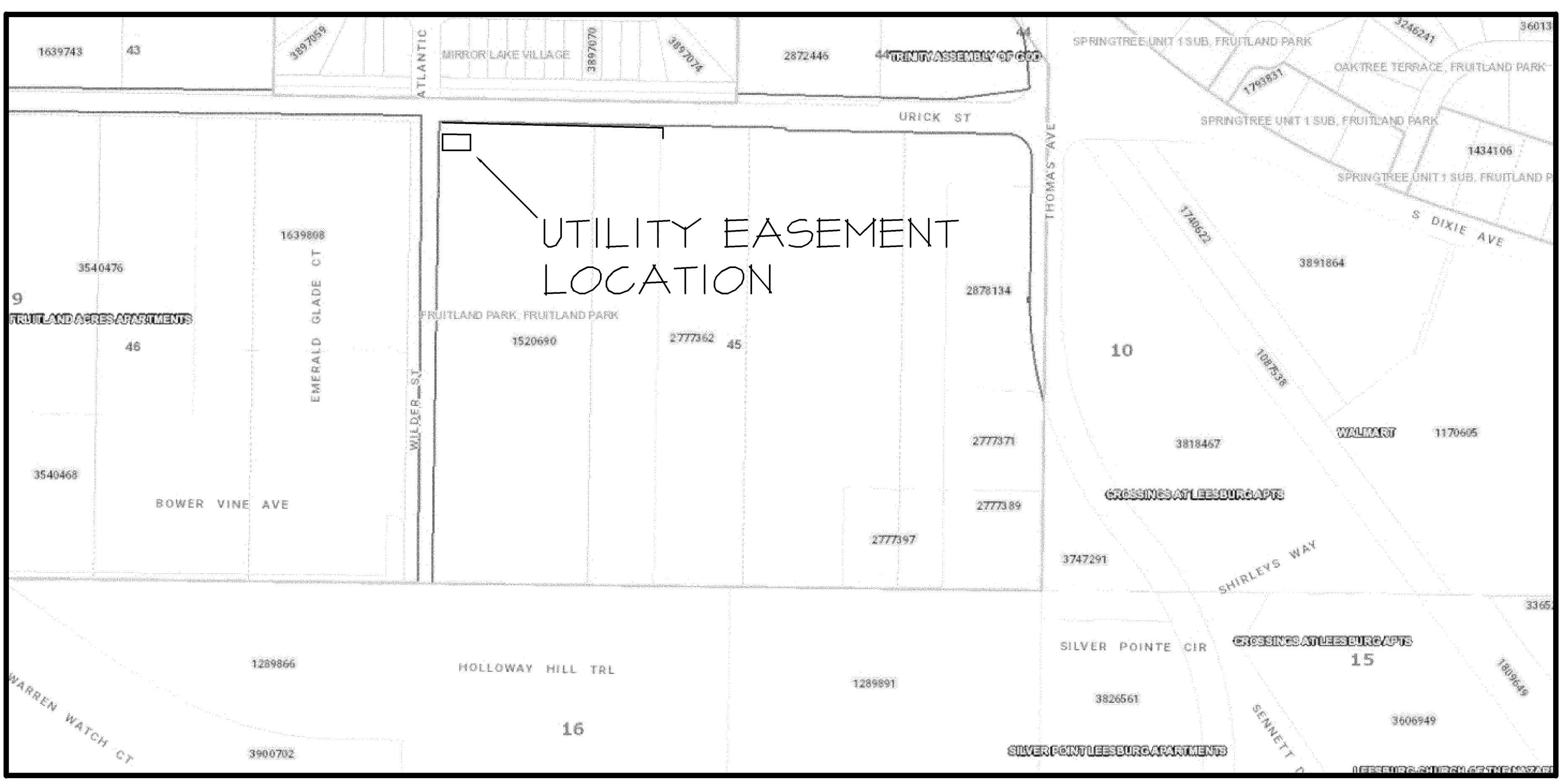
SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

DESCRIPTION: UTILITY EASEMENT (URICK STREET)

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

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



VICINITY MAP

(NOT TO SCALE)

NOTES:

1) BEARINGS ARE BASED ON THE PLAT OF THE TOWN OF FRUITLAND PARK AND THE WEST LINE OF BLOCK 45, AS BEING S. 00°27'25" W., ASSUMED MERIDIAN.

2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.

3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.

4) THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR SHOWN HEREON.

5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND DESCRIPTION.

SKETCH OF DESCRIPTION OF UTILITY EASEMENT

certified to:

ECG FLORIDA 2023 III, LP

and

CITY OF FRUITLAND PARK

SHEET 1 OF 2 SHEETS

(SEE SHEET 2 OF 2 FOR SKETCH)

DOUGLAS C. WADE CERTIFICATE No. 4685 STATE OF FLORIDA Registered Land Surveyor

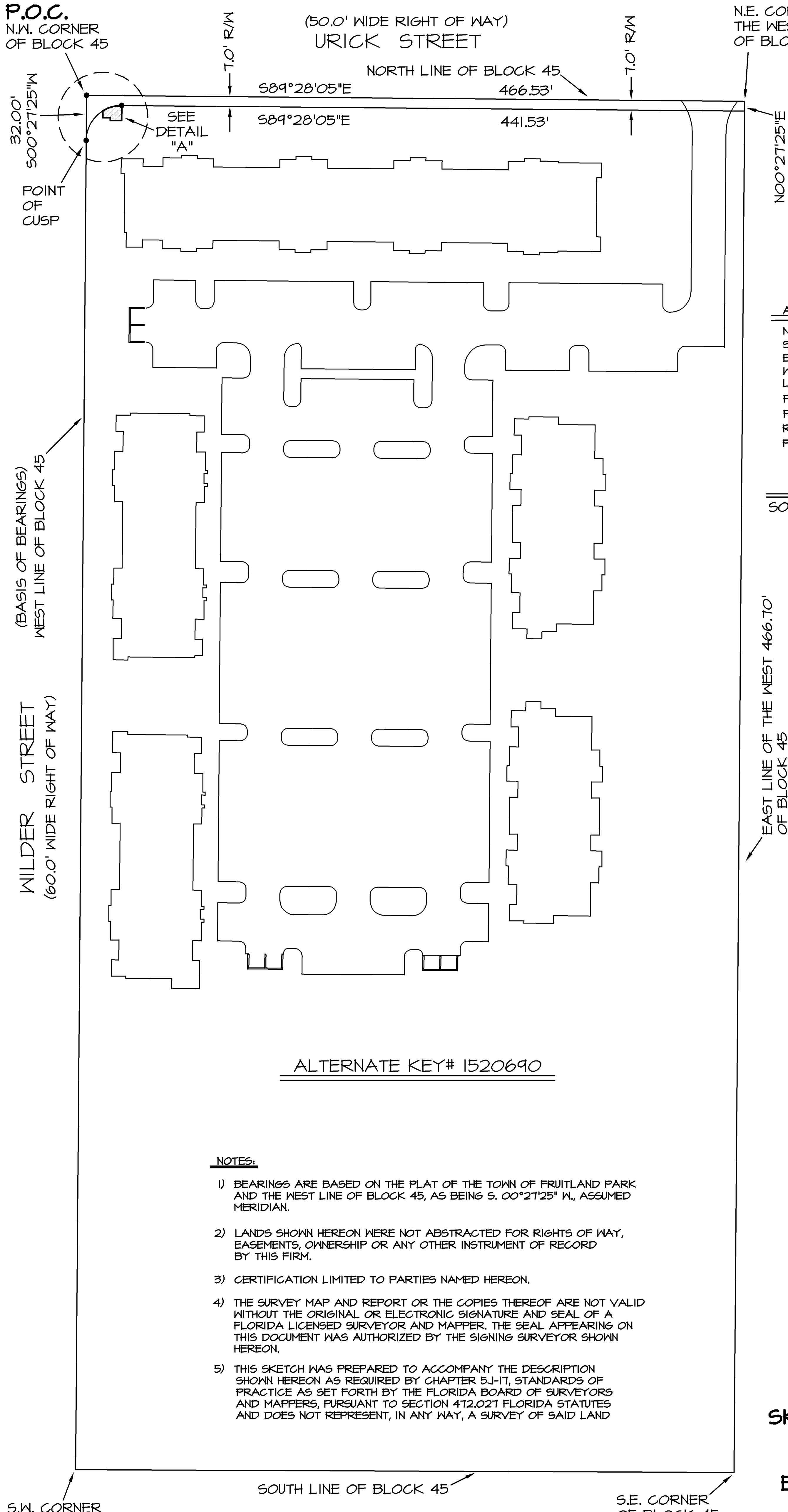
DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4685

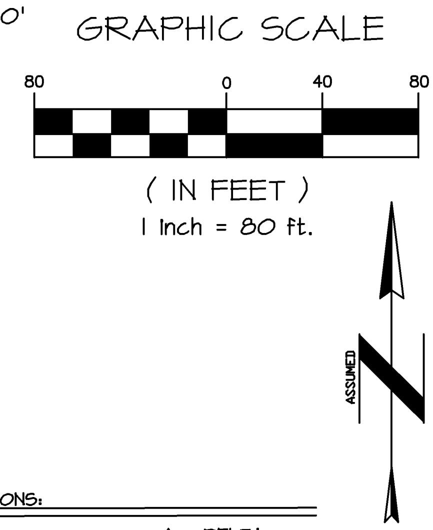
PHONE: (352)753-6511 FAX: (352)753-0374
WSI PROFESSIONAL SURVEYING & MAPPING
WADE SURVEYING, INC.
LB-6514
1608 TRACY AVENUE LADY LAKE, FLORIDA 32159

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

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

NOT A BOUNDARY SURVEY



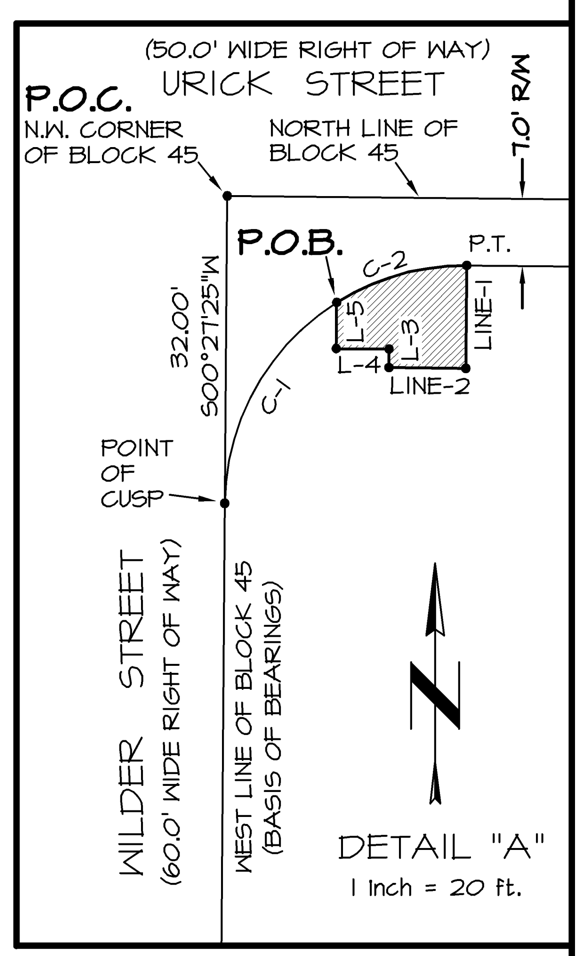


ABBREVIATIONS:

- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- LB = LICENSED BUSINESS
- Δ = DELTA
- R = RADIUS
- L = LENGTH
- C = CHORD
- CB = CHORD BEARING
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- P.T. = POINT OF TANGENCY

LINE-1	LINE-2	LINE-3	LINE-4	LINE-5
S00°31'55"W	N89°28'05"W	N00°31'55"E	N89°28'05"W	N00°31'55"E
10.72'	8.00'	1.94'	5.50'	4.80'

CURVE C-1	CURVE C-2
Δ=57°13'38"	Δ=32°41'52"
R=25.00'	R=25.00'
L=24.97'	L=14.27'
C=23.95'	C=14.07'
CB=N29°08'44"E	CB=N74°06'29"E



DETAIL "A"
1 Inch = 20 ft.

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SKETCH OF DESCRIPTION OF UTILITY EASEMENT

certified to:

ECG FLORIDA 2023 III, LP

and

CITY OF FRUITLAND PARK

(SEE SHEET 1 OF 2 FOR DESCRIPTION)

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

ITEM TITLE: **Lake-Sumter MPO Governing Board Appointments**

MEETING DATE: **Thursday, June 26, 2025**

DATE SUBMITTED: Wednesday, June 18, 2025

SUBMITTED BY: city attorney/city manager/city clerk

BRIEF NARRATIVE: **Lake-Sumter Metropolitan Planning Organization (LSMPO) Governing Board members** (primary and alternate), according to its bylaws are required to be designated by city commission.

At the November 14, 2024 regular meeting, the city commission appointed Commissioner John Mobilian as the primary voting member and Commissioner Joseph Cosenza III as the alternate to serve on the LSMPO. Commissioner Cosenza is currently serving as the alternate member for the LSMPO.

Public Works Director Robb Dicus currently serves as a member of the Technical Advisory Committee (TAC) and the Citizen Advisory Committee position representing the city remains vacant.

FUNDS REQUIRED: None

ATTACHMENTS: None

RECOMMENDATION: **Appoint a Primary Voting Member (to replace John Mobilian)**.

ACTION: **Appoint a primary member and appoint or reappoint an alternate to serve on the Lake-Sumter MPO Governing Board.**

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 9b

ITEM TITLE: **CITY ATTORNEY REPORT**

MEETING DATE: **June 26, 2025**

DATE SUBMITTED: June 19, 2025

SUBMITTED BY: City Attorney

Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628: On June 12, 2025, the Plaintiffs filed a Notice of Voluntary Dismissal. The case is closed.

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

FUNDS BUDGETED: **N/A**

ATTACHMENT: **N/A**

RECOMMENDATION: **N/A**
ACTION: **N/A**