

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA
MAY 14, 2026**

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

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – **Dylaina Ford**, Beyond The Walls Thrift Store Director,
Heritage Community Church

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

2. ROLL CALL

3. PRESENTATIONS

- (a) Proclamation – National Police Week**
- (b) Proclamation – Public Works Appreciation Week**
- (c) Proclamation – Building Safety Month**
- (d) Proclamation – Municipal Clerks Week**

4. CONSENT AGENDA

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

- (a) Approval of Minutes** (city manager/city clerk)
April 23, 2026, Regular City Commission Meeting
- (b) Resolution 2026-023 Approval of School Resource Officer with Lake County Schools for Fruitland Park Elementary, School year 2026-27.** (city manager/city attorney/interim police chief)

5. REGULAR AGENDA

- (a) Resolution 2026-022 Approval of an Agreement with Divemara for use of the Gardenia Park Swimming Pool to provide Dive Lessons.**
(city manager/director of community services)

6. PUBLIC HEARING

- (a) Resolution 2026-024 Granting Major Site Plan for Watervue at Lake Geneva.** (city manager/city attorney/community development director)
- (b) Resolution 2026-025 Approving Utility Easement for Watervue at Lake Geneva.** (city manager/city attorney/community development director)

END OF PUBLIC HEARING

7. (a) City Manager

(b) City Attorney

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

8. UNFINISHED BUSINESS

9. PUBLIC COMMENTS

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

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

10. COMMISSIONER COMMENTS

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

11. MAYOR'S COMMENTS

12. ADJOURNMENT

DATES TO REMEMBER

Thursdays, April 30th – June 4th

**Goat Yoga, Gardenia Center
11:00 a.m. – Noon (FREE)**

**Mon, Wed & Fri in May
Memorial Day Excluded**

**Miles & Smiles Wellness
8:30 – 9 a.m. Coffee Social (FREE)
9:15 – 9:45 a.m. (FREE)**

Fridays

Chair Yoga at 10:00 a.m. (FREE)

Mon, Wed & Fri in May

Pool Exercise at 10:00 a.m. (\$2 entry)

Monday, May 25th

**City Hall Offices Closed in Observance
of Memorial Day**

Thursday, May 28th

City Commission Meeting

Tuesday, June 2nd

**Liberty Tree Ceremony in honor of
America's 250th at 10:00 a.m.
Hosted by the Library**

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-d**

ITEM TITLE: **Proclamation Presentations**

MEETING DATE: May 14, 2026

DATE SUBMITTED: May 8, 2026

SUBMITTED BY: city clerk

BRIEF NARRATIVE: Proclamations have been prepared to recognize and honor staff in the Police Department, the Public Works Department, the Building Department, and the City Clerk.

- (a) **National Police Week**
- (b) **Public Works Appreciation Week**
- (c) **Building Safety Month**
- (d) **Municipal Clerks Week**

FUNDS BUDGETED: N/A

ATTACHMENTS: Proclamations referenced above

RECOMMENDATION: Read and present each Proclamation.

ACTION: Presentations



Proclamation

National Police Week

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Fruitland Park Law Enforcement Agency; and

WHEREAS, since the first recorded death in 1786, there are currently more than 24,500 law enforcement officers in the United States who have made the ultimate sacrifice and been killed in the line of duty, and thankfully none of those souls have been from Fruitland Park; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, several new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including officers killed in 2025 and officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers whose lives were taken in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 38th Candlelight Vigil, on the evening of May 13, 2026; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be observed this year May 11 – 16, 2026; and

WHEREAS, May 15th is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

NOW, THEREFORE, I, Chris Cheshire, Mayor of the City of Fruitland Park, do recognize the week of May 11-16, 2026, as National Police Week in the City of Fruitland Park, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

Dated this 14th day of May, 2026.

Chris Cheshire, Mayor



Proclamation

WHEREAS, public works professionals play a vital role in sustaining and enhancing the quality of life for the residents and businesses in the City of Fruitland Park; and

WHEREAS, these dedicated individuals are responsible for maintaining essential infrastructure and services including streets and roadways, stormwater systems, water and wastewater utilities, public facilities, and fleet operations; and

WHEREAS, public works employees provide critical services that protect public health, safety, and welfare, often working behind the scenes and in all conditions to ensure the continued operation of our community; and

WHEREAS, the support and understanding of an informed and engaged community are essential to the successful operation of public works systems and programs; and

WHEREAS, the American Public Works Association has designated May 17 through May 23, 2026, as National Public Works Week to recognize the contributions of public works professionals nationwide; and

WHEREAS, it is appropriate to recognize the dedication, professionalism, and contributions of the City of Fruitland Park Public Works Department and all public works professionals who serve our community with pride and commitment.

NOW, THEREFORE, BE IT PROCLAIMED that the City Commission of the City of Fruitland Park, Florida, hereby proclaims **May 17 through May 23, 2026, as Public Works Appreciation Week** in the City of Fruitland Park, and encourages all residents to join in recognizing and expressing appreciation for the outstanding contributions of public works professionals.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Fruitland Park, Florida, to be affixed this ____ day of _____, 2026.

Chris Cheshire, Mayor



Proclamation

WHEREAS, the City of Fruitland Park is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry – who work year-round to ensure the safe construction of buildings; and

WHEREAS, Building Safety Month is sponsored by the International code Council to remind the public about the critical role of our communities’ largely unknown protectors of public safety – our local code officials – who assure us of safe, sustainable and affordable buildings that are essential to our prosperity; and

WHEREAS, “Built to Last” the theme for Building Safety Month 2026, encourages us all to raise awareness about the importance of building codes in ensuring safety in the spaces we live, work, play, and learn; and

NOW, THEREFORE, I, Chris Cheshire, Mayor of the City of Fruitland Park, do hereby proclaim May 2026, as

BUILDING SAFETY MONTH

In the City of Fruitland Park and hereby encourage all citizens to join us as we participate in Building Safety Month activities.

IN WITNESS HEREOF, I HEREUNTO SET MY HAND AND CAUSE THE Seal of the City of Fruitland Park to be affixed this 14th day of May 2026.

Chris Cheshire, Mayor



Proclamation

Municipal Clerk's Week

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations.

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, Chris Cheshire, Mayor of the City of Fruitland Park, do recognize the week of May 3-9, 2026, as Municipal Clerks Week, and I further extend appreciation to our Municipal Clerk, Gwen Johns, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 14th day of May, 2026.

Chris Cheshire, Mayor

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

ITEM TITLE: **Approval of Minutes and SRO Resolution**

MEETING DATE: May 14, 2026

DATE SUBMITTED: May 8, 2026

SUBMITTED BY: (See below)

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

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

April 23, 2026, Regular Meeting

(b) **Resolution 2026-023, School Resource Officer with Lake County Schools for Fruitland Park Elementary, School year 2026-27**

FUNDS BUDGETED: N/A

ATTACHMENTS: Draft minutes and Resolution 2026-023

RECOMMENDATION: Consider approval of the consent agenda as presented.

ACTION: **Approval of the Consent Agenda**

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
APRIL 23, 2026**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida on Thursday, April 23, 2026, at 6:00 p.m.

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

Members Absent: Michael Raysin

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, Interim Police Chief Henry Rains, Human Resources Director John Klein; Finance Director Kim Gehrke; Community Development Administrative Manager Sharon Williams, Interim Community Development Director Michael Rankin, Director of Community Services Barbara Fields, and Gwen Johns, City Clerk.

Total Attendance: 15

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

After Mayor Cheshire called the meeting to order, an Invocation was given by Pastor Carlos Pinilla of Heritage Community Church.

Interim Police Chief led the Pledge of Allegiance to the flag.

2. ROLL CALL

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

3. CONSENT AGENDA

(a) Approval of Minutes.

April 23, 2026, Regular City Commission Meeting

A motion was made by Commissioner Cosenza and seconded by Commissioner Williams to approve the Consent Agenda, as presented.

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

4. REGULAR AGENDA

5. PUBLIC HEARING

- (a) **Second Reading of Ordinance 2026-003, Rezoning to C-1 of Approximately 4.0 ± Acres Generally Located South of CR 466A and West of Lake Josephine Drive. Petitioner: Kimley Horn and Associates, Inc., on behalf of the owner, Villages Ranch LLC – Quasi-Judicial Hearing** (city manager/city attorney/community development director)

Ms. Geraci-Carver read Ordinance 2026-003 by title only.

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

A motion was made by Commissioner Williams and seconded by Commissioner Cosenza to approve the second and final reading of Ordinance 2026-003, as presented.

Mayor Cheshire called for public comments. There were none.

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

END OF PUBLIC HEARING

6. (a) City Manager

Mike Rankin, Interim Community Development Director, provided a development update.

Vice Mayor DeGrave asked what the plans were for the thermometer plant property and Mr. Rankin said more than likely it would be a reuse of the facility rather than a demolition and rebuilding.

(b) City Attorney

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

Ms. Geraci-Carver informed the commission that the Harold Case is awaiting a mediation date which was required by court order to be held before May 4, 2026.

She also spoke about new legislation that will disallow calculating building permit fees using the construction values.

7. UNFINISHED BUSINESS

There was no unfinished business.

8. PUBLIC COMMENTS

William Morris, 3132 Lowe Court, discussed the water flow issue on his property. Ms. Manila responded, indicating that staff has been and will continue to work to find resolution to the issue.

Maria Martorana, 3164 Lowe Court, asked about an alleged sink hole, and Mr. Dicus stated he would speak with her after the meeting.

9. COMMISSIONERS' COMMENTS

- (a) **Vice Mayor DeGrave** – Announced a Public Project Meeting for 466A to be held on May 12, 2026, from 5:30 – 7:30 p.m. at the Gardenia Center.
- (b) **Commissioner Cosenza** – Nothing to report.
- (c) **Vice Mayor DeGrave** – Nothing to report.

10. MAYOR'S COMMENTS

Mayor Cheshire announced the following important dates:

Thursdays, April 30 th – June 4 th	Goat Yoga, Gardenia Center 11:00 a.m. to Noon (FREE)
Mondays, Wednesdays & Fridays in May	Miles & Smiles Wellness Program
Thursday, May 14, 2026	Regular City Commission Meeting at 6:00 p.m.

11. ADJOURNMENT

The meeting adjourned at 6:24 p.m.

Gwen Johns, MMC, City Clerk

Chris Cheshire, Mayor

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

ITEM TITLE: Resolution 2026-023 Approving an Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for the School Resource Officer Program (2026-2027)

MEETING DATE: Thursday, April 14, 2026

DATE SUBMITTED: April 24, 2026

SUBMITTED BY: City Manager/Chief of Police

BRIEF NARRATIVE: Each year, the School Board of Lake County and the City of Fruitland Park enter into an agreement to provide a School Resource Officer from the Fruitland Park Police Department to the Fruitland Park Elementary School. This agreement is for school year 2026/2027 beginning August 10, 2026, through the last day of school for students in May 2027.

The School Board will pay an amount equivalent to the exact services rendered for that portion of the salary and benefits of the School Resource Officer (SRO) directly attributable to services provided pursuant to the agreement. These services include, but are not limited to:

- Provide crime prevention programs that encourage students to become responsible citizens.
- Assist with traffic flow on school grounds.
- Interact with students between class breaks, during lunch periods, before and after school and at school activities.
- Be present on and around the school campus while school is in session.
- Serve as a referral resource for students, faculty, and parents to community agencies.
- Serve as a law enforcement resource to school administration.
- Be familiar with the plans and strategies for the prevention and control of dangerous situations at the school.

FUNDS BUDGETED: Salary/benefit expenses are budgeted.
Reimbursement is budgeted.

ATTACHMENTS: Proposed Resolution 2026-023 Agreement between the School Board of Lake County and the City of Fruitland Park

RECOMMENDATIONS: Staff recommends approval of the Resolution, authorizing execution of the Agreement between the School Board of Lake County and the City of Fruitland Park for the School Resource Officer Program (2026-2027).

ACTION: Adopt Resolution 2026-023

RESOLUTION 2026-023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA FOR SCHOOL RESOURCE OFFICER PROGRAM [2026-2027]; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board of Lake County, Florida has requested the City provide a School Resource Officer for the Fruitland Park Elementary School for 2026-2027 school year and the School Board will pay an amount equivalent to the exact services rendered for that portion of the salary and benefits of the School Resource Officer(s) plus pay overtime, if any; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds that providing a City of Fruitland Park officer to act as the school resource officer at Fruitland Park Elementary for the 2026-2027 school year is beneficial to the City and its residents and is authorized by Section 163.01, Florida Statutes, with the authority to enter into an agreement for this public purpose; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to adopt the Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for School Resource Officer Program [2026-2027].

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Agreement between the School Board of Lake County, Florida, and the City of Fruitland Park, Florida for School Resource Officer Program [2026-2027], **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for School Resource Officer Program [2026-2027]

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 14th day of May, 2026, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

GWEN JOHNS, CITY CLERK

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

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF FRUITLAND PARK, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2026-2027]**

This **AGREEMENT** is entered into by and between the **City of Fruitland Park**, a Florida municipal corporation, hereinafter referred to as “LAW ENFORCEMENT AGENCY” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “SCHOOL BOARD”.

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking one (1) School Resource Officer (SRO) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place one (1) **City of Fruitland Park** Police Officer at **Fruitland Park Elementary School (1)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide one (1) sworn **City of Fruitland Park** Police Officer who is certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as the SRO at the one (1) designated school under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 10th day of August 2026 through the last day of school for students in May 2027.

2. Compensation. The SCHOOL BOARD will pay the **City of Fruitland Park** an amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in monthly installments following the services rendered for the month, commencing on the 1st day of September 2026 for services rendered beginning August 10,

2026 and continuing on the 1st day of each month thereafter until the term of the contract has expired. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for one (1) designated school. The SRO shall interact with students and provide security at the one (1) designated school. In addition, the SRO shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, it’s officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SRO to the school principals of the one (1) designated school. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the SCHOOL BOARD's Director of Safety and Security in writing. If the situation is not corrected within three (3) working days, the SCHOOL BOARD's Director of Safety and Security shall contact the SRO's immediate supervisor and the Superintendent in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of the SRO's immediate supervisor the SCHOOL BOARD's Director of Safety and Security and the Superintendent within ten (10) days, or if, during the same contract period, the Principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the SCHOOL BOARD's Director of Safety and Security and Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the Principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the SCHOOL BOARD's Director of Safety and Security, Superintendent, and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate and necessary action.

6. Dismissal/Replacement/Absence. The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage. The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD's Director of Safety and Security. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence, or due to other related assignments. Compensation for such leaves will be the amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed during the date(s) of coverage, not to include the portion of the salary and benefits of the SRO(s) who is(are) on leave.

8. Hours of Assignment. The SRO will be stationed at the one (1) designated school for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school Principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school Principal. If the additional hours worked requires additional compensation be paid to the SRO, the LAW ENFORCEMENT AGENCY will include this additional compensation on the next monthly invoice to be paid by the SCHOOL BOARD.

10. Off Campus Assignments. Upon the request of the respective school Principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the one (1) designated school to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SRO assigned shall remain employees of the LAW ENFORCEMENT AGENCY, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY, and subject to all other rules and regulations

of the LAW ENFORCEMENT AGENCY. The SRO will report to their respective school Principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Information Technology Services. The following notates Information Technology Services provided to law enforcement agencies for School Resource Officers / Deputies.

A. Wireless Internet Access for SRO/SRD Use. Lake County Schools (LCS) Information Technology will provide a dedicated, hidden SSID exclusively for use by Agency SROs/SRDs while on district property, intended solely for official Agency or district-related activities. All CJIS, NCIC, and FCIC-regulated data must be transmitted securely through Agency-managed VPN connections; such data may not traverse or be stored on LCS networks under any circumstances. Agencies are solely responsible for configuring and maintaining their VPNs to ensure compliance with applicable security standards. LCS reserves the right to suspend Wi-Fi access without notice if a device is suspected of transmitting malicious software or compromising network integrity.

B. Best-Effort Provision of Services. All network and wireless services provided by Lake County Schools (LCS) Information Technology are delivered on a best-effort basis. No formal Service Level Agreement (SLA) is in place to guarantee uptime, bandwidth, fault tolerance, or security beyond standard operational practices. LCS IT does not guarantee uninterrupted or fully secure connectivity. It is the

responsibility of the respective agency to ensure that all sensitive data transmissions comply with CJIS, NCIC, and FCIC requirements through the use of end-to-end encryption (e.g., VPN).

- C. Device Management and Network Access Control. Agency-issued equipment is permitted to connect to the designated SRO Wi-Fi network established by Lake County Schools (LCS). LCS Information Technology will not manage, support, or be responsible for the security, configuration, or maintenance of any agency-issued devices. It is the responsibility of the respective agency to ensure that all devices accessing the district wireless network are properly maintained and secured, including up-to-date antivirus software, operating system patches, and active endpoint protection services. Acceptable device access is limited to agency laptops and necessary peripherals; any additional device types must receive prior written approval from LCS IT before being granted network access.
- D. Data Monitoring and Privacy Expectations. Lake County Schools (LCS) Information Technology monitors network traffic for general security, performance, and network management purposes. While LCS does not actively inspect the contents of encrypted traffic, agencies utilizing district-provided internet services should have no expectation of privacy for general network usage. Exceptions apply to VPN-encrypted traffic used by law enforcement personnel for transmitting protected information, which remains subject to the security protocols of the respective agency.
- E. Physical Network Access Restrictions. Agency devices are strictly prohibited from connecting to Lake County Schools' physical network infrastructure (e.g., Ethernet wall ports or switch ports) without prior written authorization from the Lake County Schools (LCS) Information Technology. No radios, laptops, printers, or any other equipment may be physically connected to the district network unless expressly approved.
- F. Incident Reporting Requirements. In the event of a suspected security concern or potential data compromise, the School Resource Officer (SRO)/School Resource

Deputy (SRD) or associated personnel shall immediately notify Lake County Schools. Likewise, Lake County Schools will promptly notify the appropriate law enforcement contacts if any incident arises that may pose a risk to department-issued systems or data. Timely, reciprocal communication is essential to ensure coordinated response and system integrity for both parties.

- G. Printing Services and Restrictions. Lake County Schools (LCS) shall not provide printing services to School Resource Officers (SROs) or School Resource Deputies (SRDs) stationed on school campuses. All official printing needs for these individuals must be conducted using department-issued computers and printers supplied by the respective law enforcement agency. All such equipment must comply with applicable security policies, protocols, and data protection requirements as outlined by the law enforcement agency and appropriate state and federal guidelines governing data privacy.

16. Threats to School Safety.

- A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the SCHOOL BOARD's Director of Safety and Security or SCHOOL BOARD's District Threat Management Coordinator.
- B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the SCHOOL BOARD's Director of Safety and Security, or SCHOOL BOARD's District Threat Management Coordinator to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

17. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT
AGENCY:

Chief of Police
Fruitland Park Police Department
516 West Berckman Street
Fruitland Park, FL 34731

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

18. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA**

By: _____
William J. Mathias, Chairperson

Date: _____

Approved as to form:

School Board Attorney

Attest: _____
Diane S. Kornegay, Superintendent

“LAW ENFORCEMENT AGENCY”

CITY OF FRUITLAND PARK

By: _____
Signature Mayor Chris Cheshire

Date: _____

Approved as to form:

City of Fruitland Park Attorney

Attest: _____
Signature / Gwen Johns, City Clerk

EXHIBIT “A”

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Fruitland Park Police Department’s standard operating procedures.
2. The SRO shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SRO shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as City of Fruitland Park Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment; however, activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of the Principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school’s computer-based visitor management system to sign in and out to verify attendance. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with the Principal or his/her designee and each SRO’s supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The Principal or his/her designee shall advise the Officer’s supervisor of the school’s calendar.
8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and the designated

school Principal. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SRO shall serve as a referral resource for students, faculty, and parents to community agencies.

13. The SRO shall serve as a Law Enforcement resource to school administration and the District Director of Safety and Security.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SRO shall be familiar with and shall remain up to date with school safety legislation, specifically Rule 6A-1.0018, F.A.C. and all corresponding Florida Statutes. Accordingly, the SRO shall assist school administration with ensuring compliance with State legislation and District best practices.

16. The SRO, or a designated officer of the LAW ENFORCEMENT AGENCY, shall serve as the mandated sworn law enforcement officer on the School-Based Threat Management Team (SBTMT); and accordingly will complete the required Florida Harm Prevention and Threat Management Model (Florida Model) training in accordance with State Board Rule 6A-1.0018, F.A.C. and §1006.07, Florida Statutes.

17. The SRO and responding LAW ENFORCEMENT AGENCY shall be present and shall actively participate in all active assailant drills, as per State Board Rule 6A-1.0018, F.A.C. [House Bill 1421 (2022)]. The presence of the SRO and each Officer shall be documented in the After Action Report submitted by school administration.

18. The SRO, in accordance with §394.463, Florida Statutes, shall take the lead with or assist District mental health personnel with initiating involuntary examinations for students and staff who meet criteria as defined in Statutes.

19. The SRO will coordinate / consult with the Florida Department of Children and Families (DCF) as necessary to provide necessary support for children and / or families in need.

20. The SRO shall coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

21. The SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.

23. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school Principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the Principal before requesting additional law enforcement assistance on campus.

24. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

25. The SRO shall maintain detailed accurate records of his/her activities, and provide a written daily report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safety and Security Department of the SCHOOL BOARD.

26. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, and/or powers.

27. The SRO shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, or powers.

28. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

29. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

30. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").

Agency Name	Fruitland Park Police Department
-------------	----------------------------------

Officer / Deputy Name	Assigned School	Rank	Annual Hours	Hourly Rate of Pay	Total Annual Salary	Benefits					Total Annual Cost	Total Cost 10 Months	
						FICA	Pension / Retirement	Medical Insurance	Worker's Comp	Life Insurance			Total Benefits
Gina Poesie	Fruitland Park Elementary	Senior Officer	2184	26.28	63,435.52	4,852.82	20,090.59	9,789.00	2,843.18	110.00	37,685.58	101,121.10	84,267.55

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

ITEM TITLE: **Resolution 2026-022 Approval an Agreement between Divemara LLC and the City of Fruitland Park**

MEETING DATE: May 14, 2026

DATE SUBMITTED:

SUBMITTED BY: city manager/city attorney/deputy director of recreation

BRIEF NARRATIVE: **Approval of Resolution 2026-022** would allow the City of Fruitland Park to enter into an agreement with Divemara, LLC, thereby allowing them to provide the instruction of scuba diving at the Gardenia Park Swimming Pool. The dive shop would pay the City \$20, which would include use of the pool and Dive Instruction Professionals, with all students being charged a fee of \$5.

A section of the swimming pool would be roped off for dive classes being held during open swim hours. If the swimming pool is being used by Divemara, LLC outside of regular City of Fruitland Park business hours, then the dive shop would be responsible for providing their own certified lifeguard. This partnership would include the dive shop providing diving professionals and gear, free of charge, for special events hosted by the City. Such events would be similar to the Swimming with Santa event.

If approved by the City Commission, the term of this agreement will be as written in the agreement, terminating September 30, 2026.

FUNDS BUDGETED: N/A

ATTACHMENTS: Resolution 2026-022, Agreement between Divemara, LLC and the City of Fruitland Park, Letter from Divemara requesting a partnership with the city.

RECOMMENDATION: Consider Approval of Resolution 2026-022

ACTION: Motion to Approve Resolution 2026-022.

RESOLUTION 2026-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE DIVEMARA, LLC AND THE CITY OF FRUITLAND PARK FOR USE OF GARDENIA PARK SWIMMING POOL FOR SCUBA DIVING LESSONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "CITY"), entered into an agreement with The Dive Place II, LLC, a Florida limited liability company ("Divemara, LLC") to allow The Dive Place to use the pool at Gardenia Park under certain conditions (hereinafter referred to as the "Park"); and

WHEREAS, the initial term of the Agreement is thru September 30, 2026; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida, finds the agreement is beneficial to the CITY and its residents; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida, desires to adopt the Agreement between the City and The Dive Place.

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

Section 1. The Agreement between Divemara, LLC, a Florida limited liability company, and the City of Fruitland Park (the "Agreement"), 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 May, 2026, by the City Commission of the City of Fruitland Park, Florida.

SEAL

Chris Cheshire, Mayor
City of Fruitland Park

Attest:

Gwen 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

Passed and Adopted by the City Commission of the City of Fruitland Park on May 14, 2026.



April 2, 2026

To Whom It May Concern,

I am writing to inquire about the use of the City of Fruitland Park's pool for scuba diving instruction and potential scuba-related events designed to encourage community engagement and water activity.

Divemara LLC would use the pool to conduct a variety of scuba classes, ranging from Open Water certification to more advanced courses such as Rescue Diver.

During pool use, a fee of **\$20.00** would apply and would include the instructor and up to three students. Any additional students would incur an additional fee of **\$5.00 per student/diver**.

We would make every effort to schedule pool usage during normal operating hours. However, if after-hours use is required, Divemara LLC would assume responsibility for providing a certified lifeguard during that time.

Divemara LLC would also collaborate with the City of Fruitland Park's Parks and Recreation Department by providing certified dive professionals and scuba equipment at no cost for select special events hosted by the City.

Currently, Divemara LLC employs **six instructors and five Divemaster**. A list of these dive professionals is provided below:

- Charles Jordan
- Maurice McGreehan
- Chris Nelson
- Walter Birriel
- Sean Luker
- BettyJo Bishop
- Dennis Ferreira

- Sullivan Knight
- Carlos Emmanuelli
- Aly Killian
- Danica Birriel-Rivera

Divemara LLC will be responsible for any damage that may occur to the pool's tile surface as a result of impact by scuba air cylinders. Divemara LLC maintains **commercial general liability and professional liability insurance with coverage limits of at least \$1,000,000 per occurrence**, including coverage for personal injury and property damage arising from scuba instruction and related activities.

Certificates of Insurance confirming this coverage, **with the City of Fruitland Park named as a certificate holder**, are attached for your review. Coverage is provided in accordance with the policy terms and conditions outlined in the attached certificates.

Divemara LLC looks forward to the opportunity to partner with the City of Fruitland Park and the positive experiences and community engagement this collaboration could create.

If you have any questions or require additional information, please do not hesitate to contact us at **(352) 977-2822**.

Sincerely,

A handwritten signature in black ink, appearing to read 'Walter Birriel', is written over a large, faint circular stamp or watermark.

Walter Birriel

Divemara LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DAN Services Inc 6 W Colony Place Durham, NC, 27705	CONTACT NAME: Rochelle Wright	
	PHONE (A/C, No, Ext): 919-490-2934 FAX (A/C, No): 919-490-2935	
	E-MAIL ADDRESS: liabilityinsurance@dan.org	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : DAN Risk Retention Group	15928
INSURED Divemara LLC 404 W. Mirror Lake Dr Fruitland Park, FL 34731 US	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Group Professional Liability	Y		GPL112-125969	04/09/2026	04/09/2027	\$1,000,000 per Event \$2,000,000 per Policy Period

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Fruitland Park 201 W. Berckman St. Fruitland Park, FL 34731 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DAN Services Inc 6 W Colony Place Durham, NC, 27705	CONTACT NAME: Rochelle Wright	
	PHONE (A/C, No, Ext): 919-490-2934 FAX (A/C, No): 919-490-2935	
	E-MAIL ADDRESS: liabilityinsurance@dan.org	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: DAN Risk Retention Group	15928
INSURED Divemara LLC 404 W. Mirror Lake Dr Fruitland Park, FL 34731 US	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			GL112-125970	04/09/2026	04/09/2027	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG	\$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC							\$
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Fruitland Park 201 W Berckman St Fruitland Park, FL 34731 United States	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

ITEM TITLE: **Public Hearing** - Resolution 2026-024, Major Site Plan for WaterVue at Lake Geneva – 14.07 +/- acres located at 2307 Spring Lake Road, Petitioner: South Winds Commercial Ltd (Paul Missigman, Mgr.)

MEETING DATE: May 14, 2026

DATE SUBMITTED: April 24, 2026

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

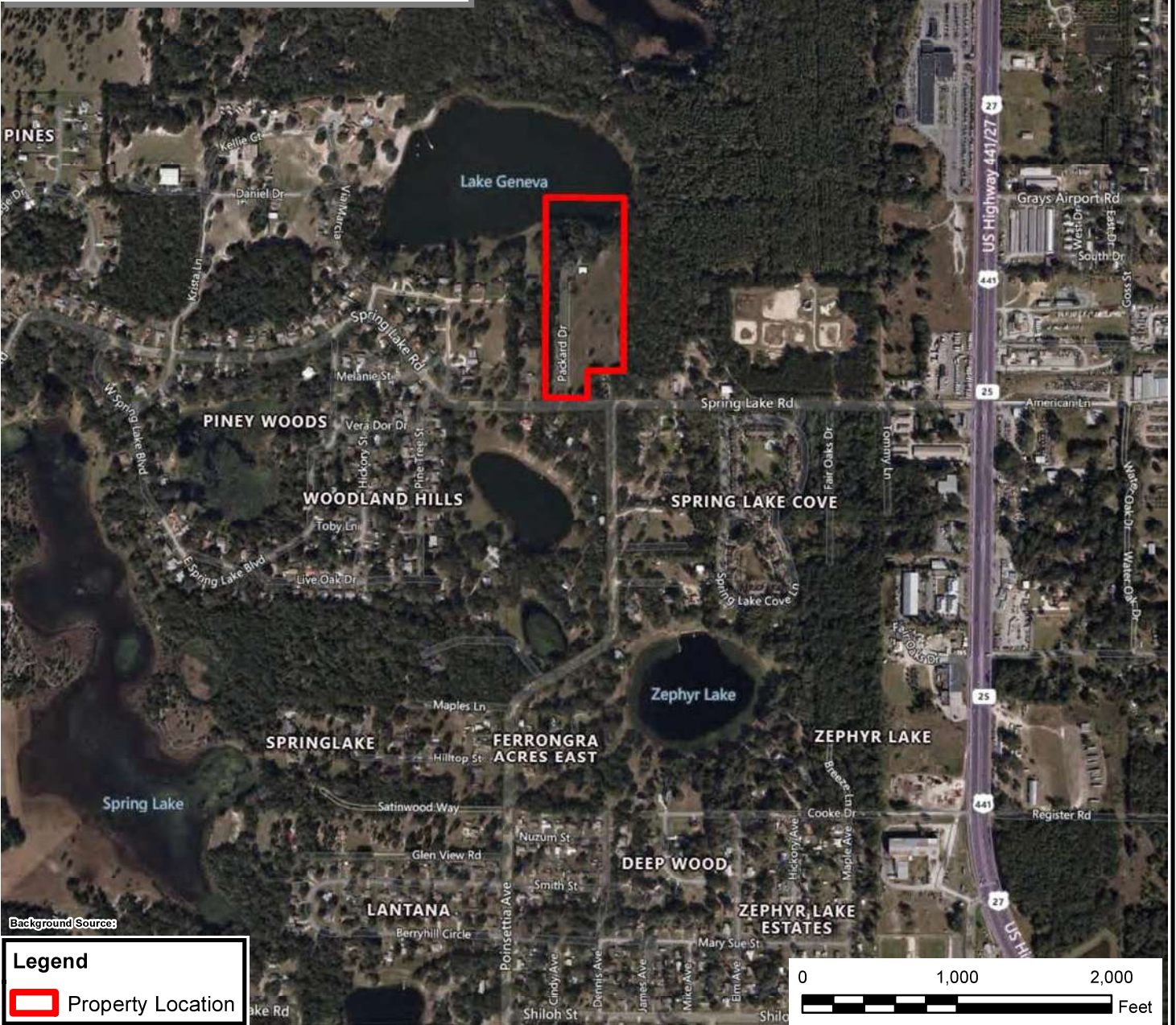
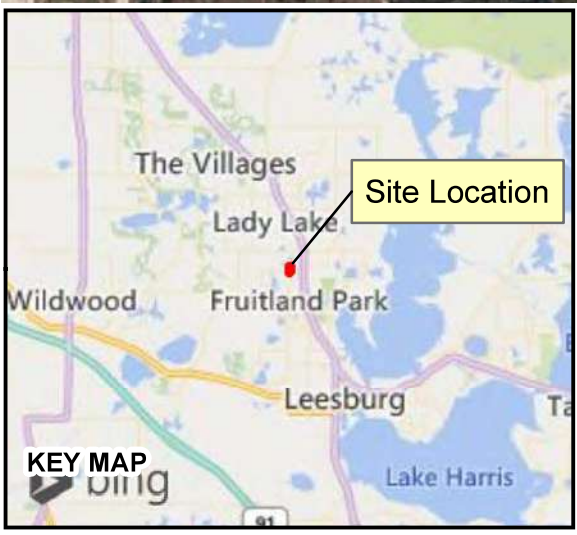
BRIEF NARRATIVE: The applicant is seeking approval of a major site plan to construct a multi-family residential development. The project will consist of 11 one-unit villas, 25 one-story villas (2 units) and 56 dwellings (two-story) apartments for a total of 92 units and an overall gross density of 7.67 units/acre. **Approval consideration must be given by City Commission to the applicant's request to remove 10 historic trees and 20 specimen trees (see P&Z draft minutes of 4/16/26 meeting and LPG staff report dated 3/13/2026 for trees and parking).** It is also important to note that there will be no structures within the SFMD (Single Family Medium Density land use) – which are to be used for buffers and stormwater.

FUNDS REQUIRED: None

ATTACHMENTS: Aerial and location maps, Resolution 2026-024, site plan, Ordinance 2023-004 (for reference), exterior elevations, LPG staff report, advertising affidavit, and P&Z “draft” minutes

RECOMMENDATION: Special Magistrate Boggus recommended approval of Resolution 2026-024, Major Site Plan, as the submittal meets the city's LDRs minimum standards (along with Resolution 2026-025 Utility Easement).

ACTION: Approve or deny Resolution 2026-024.



E Sciences
E Sciences, Incorporated
FL Engineering Lic. #8691
34 East Pine Street
Orlando, FL 32801
www.esciencesinc.com
Phone: 407-481-9006
Fax: 407-481-9627

PROJECT NUMBER: 1-2603-001

2307 Spring Lake Road
Fruitland Park, Lake County, Florida
Section 33, Township 18 South, Range 24 East

Location Map

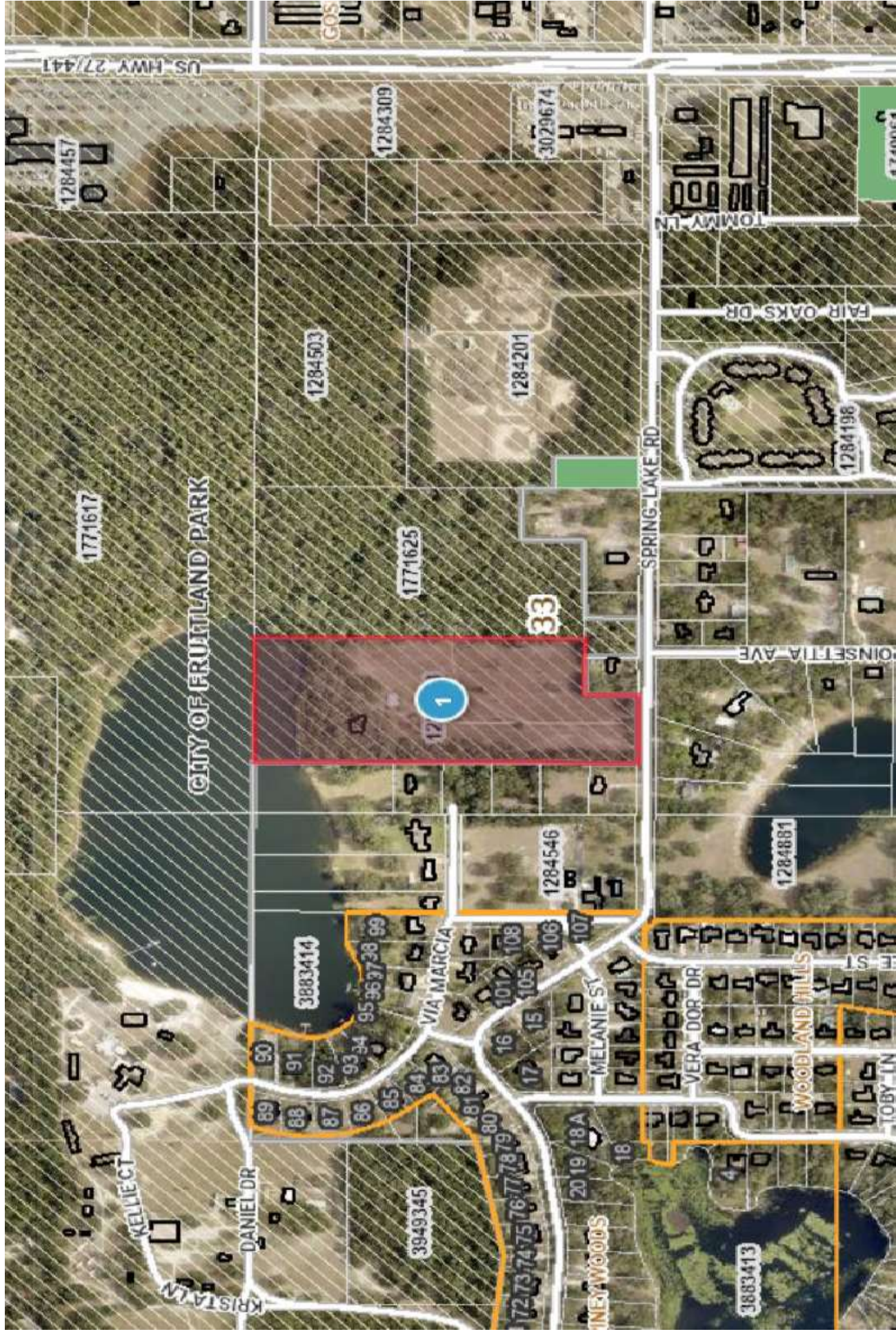
SCALE:
1"=1,000'

DATE:
3/4/2022

FIGURE

1

WATERVUE @ LAKE GENEVA - 2307 Spring Lake Road (Alternate Key 1284368)



RESOLUTION 2026-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW CONSTRUCTION OF AN APPROXIMATELY 11 ONE-UNIT VILLAS, 25 ONE-STORY VILLAS CONSISTING OF TWO UNITS, AND 56 DWELLINGS IN TWO-STORY APARTMENTS FOR A TOTAL OF 92 UNITS INCLUSIVE OF ASSOCIATED PARKING, STORMWATER, MAINTENANCE BUILDING AND RECREATION CENTER WITHIN A BUILDING; 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, Southwinds Commercial, Ltd. through its manager, Paul M. Missigman, Owner, filed an application for Major Site Plan Approval to allow for construction of 92 units of multi-family residential and other improvements consistent with Ordinance 2023-004 (PUD) on real property located on Spring Lake Road, Fruitland Park, Florida (the "Property"); and

WHEREAS, the Planning and Zoning Special Master 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 site plan prepared by Madden Civil Engineers, a copy of which is on file with the city clerk, (hereafter referred to as "Applicant"), to allow for construction of 92 multi-family units consisting of 11 one-unit villas, 25 one-story villas consisting of two-units, and 56 dwellings in two-story apartments with associated parking, stormwater, maintenance building, and a recreation center within a building on real property located on Spring Lake Road, Fruitland Park, Florida, is hereby APPROVED, with conditions, for the following described properties:

Alt. Key Number: 1284368

33-18-24-0003-000-03000 (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, comply with all reasonable requirements of the City of Fruitland Park and Lake County relating to improvements to and dedication of right of way re: Spring Lake Road.
 - (b) Provide any utility easements required by the City of Fruitland Park in the form provided by the City. The applicant must provide a sketch and description of the required easements, and an updated title report for the property subject of the utility easements.
- (2) Site plan approval shall terminate and become null and void automatically without notice if construction has not commenced within twelve (12) months from the date of this conditioned approval.
- (3) The Site Plan is attached hereto and incorporated herein.
- (4) The City Manager is authorized to issue and record a Notice of Site Plan Approval in the public records of Lake County, Florida, **once conditions have been met.**

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED and ADOPTED at a regular meeting of the City Commission of the City of Fruitland Park, Lake County, Florida this _____ day of _____, 2026.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

GWEN JOHNS, CITY CLERK

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

Approved as to form:

Anita Geraci-Carver, City Attorney

EXHIBIT A

THE LAND REFERRED To HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN SOUTH 89'20'30" EAST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1 /4 OF THE SOUTHWEST 1 /4, A DISTANCE OF 209.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0'30'15" EAST 1,325.45 FEET TO THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 33, THENCE RUN SOUTH 89'35'10" EAST, ALONG THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 505.91 FEET, THENCE RUN SOUTH 00'32'50" WEST 1,116.62 FEET, THENCE NORTH 89'22'40" WEST 231.40 FEET, THENCE SOUTH 0'31'40" WEST 210.90 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, THENCE NORTH 89'20'30" WEST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 273.57 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE SOUTH 33 FEET THEREOF



MADDEN
CIVIL ENGINEERS
431 E. Horatio Avenue
Maitland, Florida 32751
(407) 625-3330
FL 044 0007723

WATERVUE AT LAKE GENEVA
FOR
SITE PLAN
CITY OF FRUITLAND PARK
209 E. CANTON AVENUE, SUITE 102
MILWAUKEE, WISCONSIN 53219
414-414-0000

SOUTHWINDS COMMERCIAL, LTD.
209 E. CANTON AVENUE, SUITE 102
MILWAUKEE, WISCONSIN 53219
414-414-0000

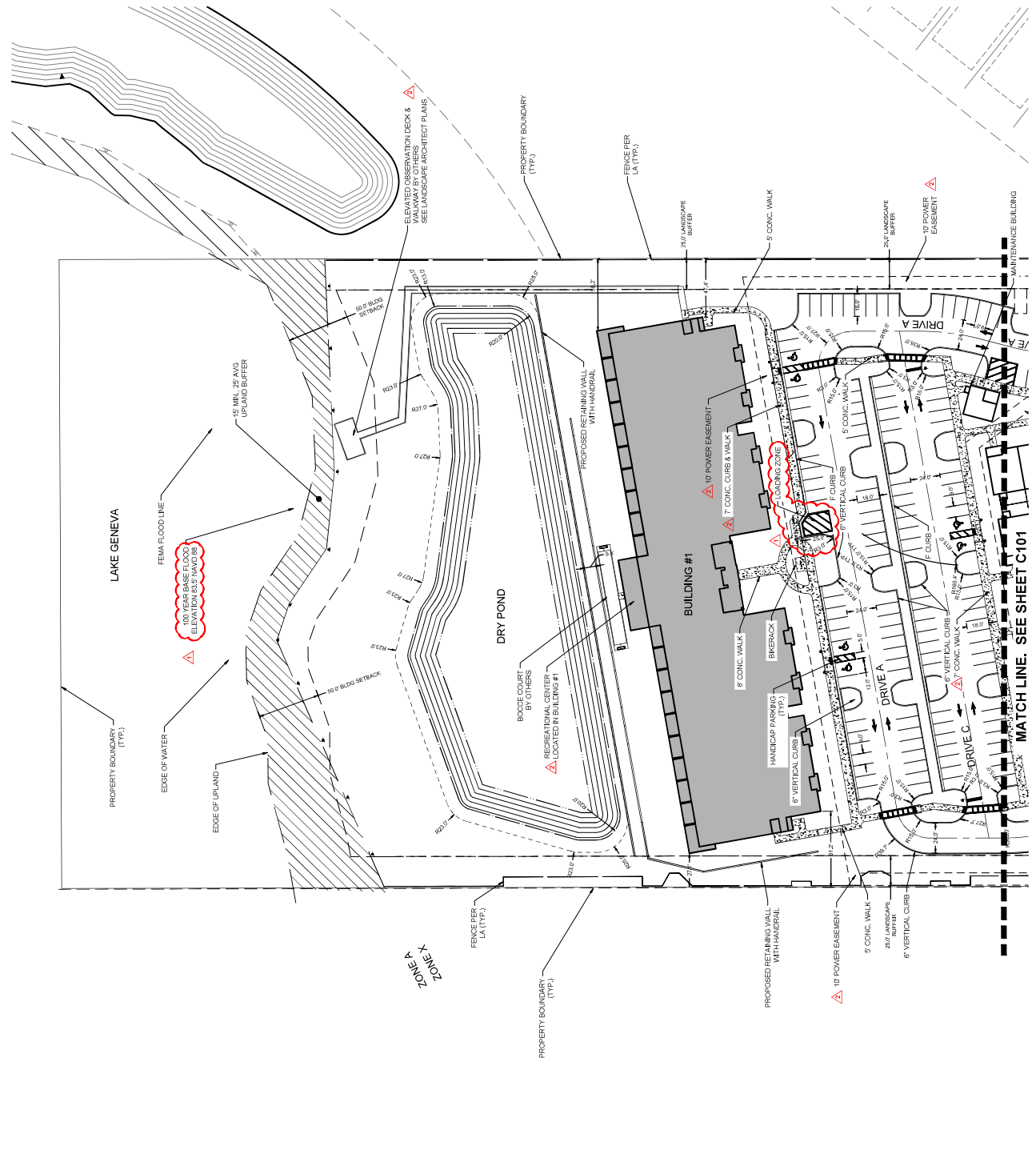
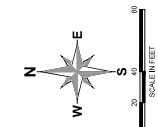
DATE	REVISIONS
06/25/25	PER FRUITLAND PARK COMMENTS 06/17/25
06/25/25	PER FRUITLAND PARK COMMENTS 06/17/25



David W. Madden
Professional Engineer
No. 66627
State of Florida
Exp. 12/31/26

PROJECT # 250503
DATE 05/15/25
DRAWN BY INDO BK
CHECKED BY ENAM
APPROVED BY US

C100



MATCH LINE: SEE SHEET C101



SITE PLAN

FOR

WATERVUE AT LAKE GENEVA

CITY OF FRUITLAND PARK
FLORIDA

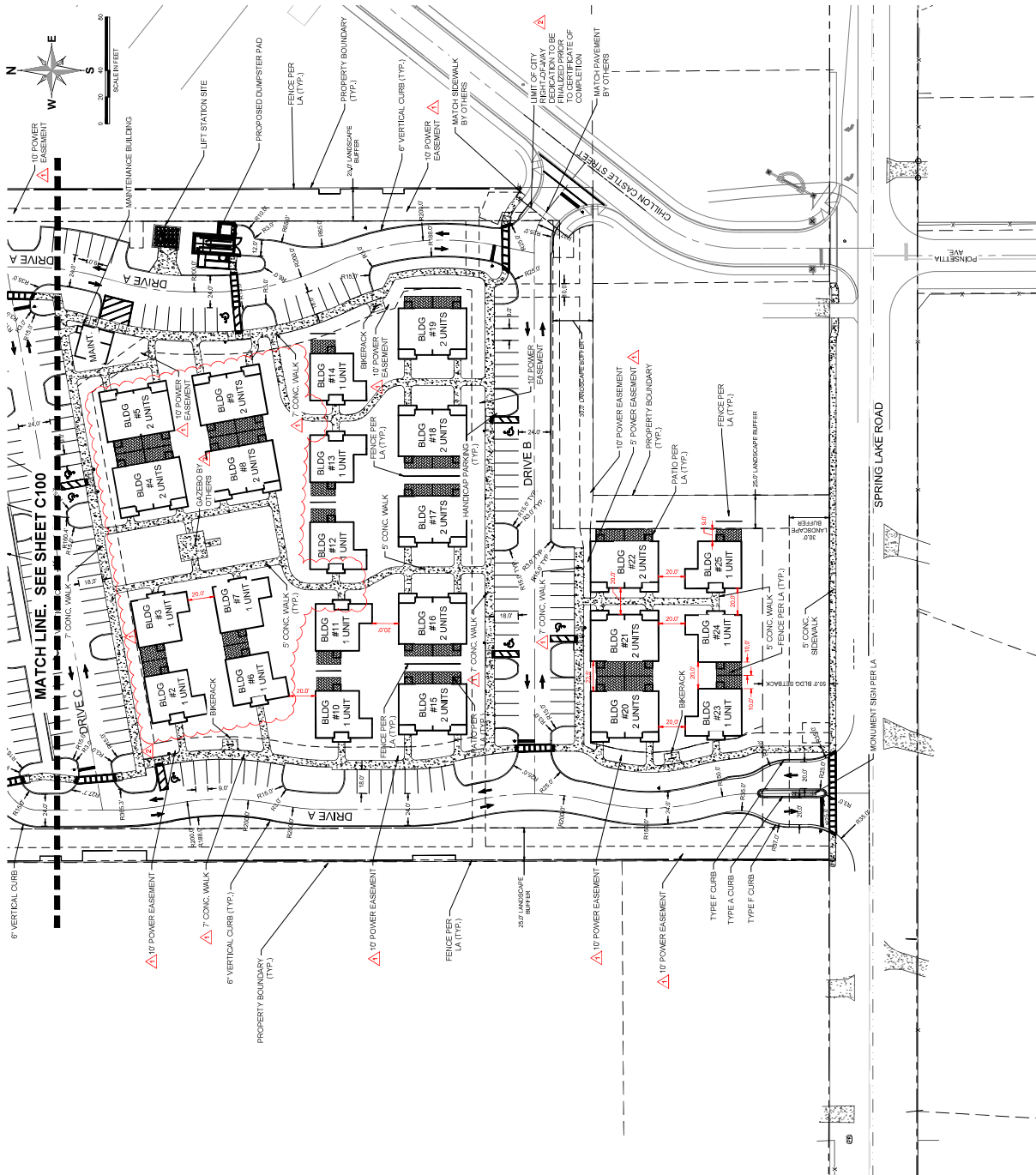
SOUTHWINDS COMMERCIAL, LTD.
203 E. CANTON AVENUE, SUITE 102
WINTER PARK, FLORIDA 32789
407-274-5500

[illegible]

This document has been digitally signed and verified by David Jeffrey Stokes, CEO on the date adjacent to the seal.

JOB # 250006
DATE: 05/12/25
DATUM: NAVD 83
DESIGNED BY: RK
DRAWN BY: FWM
APPROVED BY: DS

C101





OVERALL SITE PLAN
FOR
WATERVUE AT LAKE GENEVA
CITY OF FRUITLAND PARK
FLORIDA

OUTWINDS COMMERCIAL, LTD.
203 E. CANTON AVENUE, SUITE 102
WINTER PARK, FLORIDA 32789
407-274-8500

DATE	REVISIONS
11	
10	
9	
8	
7	
6	
5	
4	PER FIELD/LAND PARK COMMENTS 12/29/23
3	PER FIELD/LAND PARK COMMENTS 09/27/23
2	PER FIELD/LAND PARK TRC 08/05/23
1	PER FIELD/LAND PARK COMMENTS 08/17/23



This document has been digitally signed and sealed by David A. Kelley, CFE on the date adjacent to the seal.

JO# W 250006
DATE: 05/12/25
DATUM: NAVD 88
DESIGNED BY: RK
DRAWN BY: FWM
APPROVED BY: CS

C005

1. **TOTAL PROJECT AREA:**
TOTAL SITE AREA 14.07 AC.
DEVELOPED AREA 12.28 AC

2. **PARCEL ID:**
33-18-24-0003-000-03000
3. **PROPOSED USE:**
MULTIFAMILY - 92 UNITS
4. **EXISTING USE:**
SINGLE FAMILY
5. **ZONING:**

- PUD - PLANNED UNIT DEVELOPMENT

- 6. BUILDING AREAS:**
APARTMENT: 44,568 S.F. / FLOOR
MAINTENANCE BUILDING: 594 S.F.
SINGLE UNIT BUILDING: 1,310 S.F. / BUILDING
TWO UNIT BUILDING: 1,924 S.F. / BUILDING

NO. OF COPIES	1,924
TOTAL S.F.:	83,964 S.F.

7. **MAX BUILDING HEIGHT:**
APARTMENT:
MAINTENANCE BUILDING:
SINGLE UNIT BUILDING:
TRAILER UNIT OR CRIC:

8. **LANDSCAPE BUFFERS:**
FRONT
REAR
SIDE

9. **SETBACKS:**
FRONT
REAR
SIDE
LAVE CENVA

10. ACCORDING TO FIRM MAP NORTH SECTION OF THE SITE

12. STORM RUNOFF GENERATOR
STORMWATER SYSTEM UTILITY

14. COMMON AREAS AND FACILITIES SHALL BE PRIVATE PROPERTY OF THE OWNER.

- 15. PERVIOUS/IMPERVIOUS**
BUILDINGS
SIDEWALKS
PAVEMENT
STORMWATER MANAGEMENT

- OPEN SPACE

- 16. PARKING:**
1 BEDROOM UNIT: 24 X
2 & 3 BEDROOM UNIT: 68 X
GUEST PARKING 92 X

- REQUIRED PARKING:

- | | |
|--------------------------------------|------------|
| PROVIDED PARKING | |
| 9'X18' STANDARD PARKING | 195 |
| 12'X18' ACCESSIBLE PARKING | |
| TOTAL PARKING SPACES PROVIDED | 195 |

17. PARKING SPACE WIDTH HAS TO BE 10 FEET WIDE SO THAT INTERFERING WITH PARKING CAN BE INCREASED BEYOND 10 FEET.

18. PROJECTED ONSITE EMPLOYMENT: PLEASE NOTE, THIS IS A FORECAST, AND IS EXPECTED TO VARY.

- | NUMBER OF UNITS | RATE* | WEEKDAY AVG TRIPS |
|-----------------|-------|-------------------|
| 92 | 7.32 | 673 |

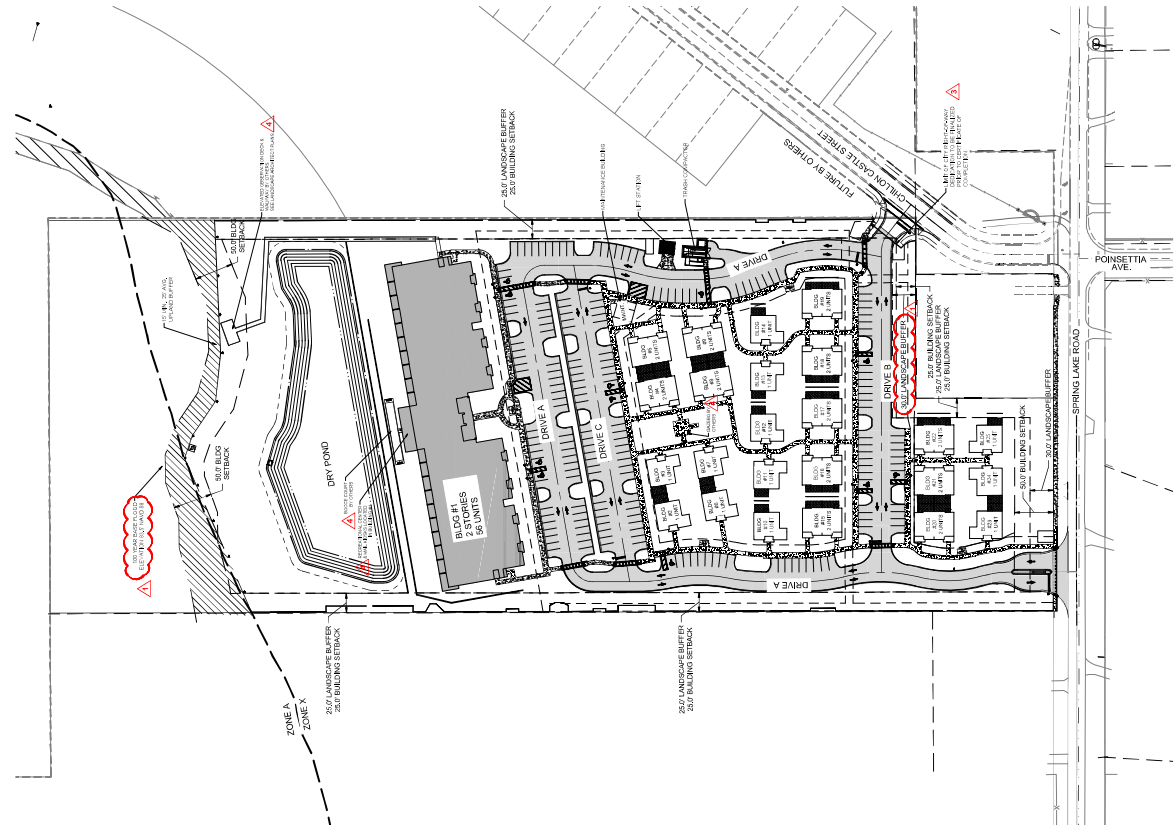
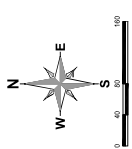
TRAFFIC VOLUME (ESTIMATED):-

TABLE 10. VOLUME (TRIPS PER HOUR)									
LAND USE	ITE CODE*	NUMBER OF UNITS	RATE*	WEEKDAY AVG TRIPS		AM PEAK HR		PM PEAK HR	
				RATE*	TOTAL	RATE*	TOTAL	RATE*	TOTAL
MULTIFAMILY HOUSING (LOW RISE)	220	92	7.32	673	0.46	42	0.56	52	

SLOCOM PLATS
 ARCHITECTS, P.A.
 NASHVILLE, TENNESSEE
 1200 WILKINSON BLVD. SUITE 1000
 NASHVILLE, TN 37203
 TEL: (615) 259-1100 FAX: (615) 259-1101
 WWW.SLOCOMPLATS.COM

DRAWN	SPA
CHECKED	WPP
DATE	03-14-25
SCALE	As indicated
JOB NO.	23-002
SHEET	A6.1a

[illegible]

SCALE 1/8" = 1'-0"

A6.1b

SCALE: 1/8" = 1'-0"

6 ENLARGED DETAIL
SCALE: 1/4" = 1'-0"

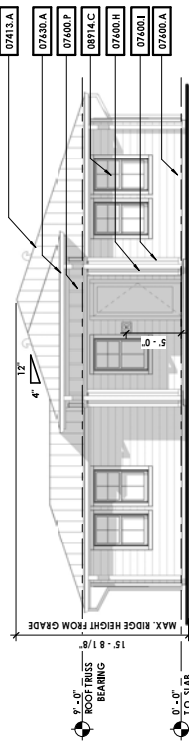
DRAWN	
SPA	
CHECKED	
WPP	
DATE	
03-14-25	
SCALE	
As indicated	
JOB NO.	
23-002	
SHEET	
A6.1a	

VILLA A - LEFT ELEVATION

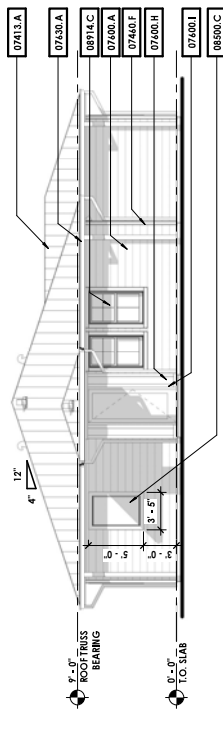
DRAWN	
SPA	
CHECKED	
WPP	
DATE	03.14.25
SCALE	As indicated
JOB NO.	23-002
SHEET	A6.1

- | | | | |
|-----|---|-----|--|
| 1. | CONFIRM ALL FINISH GRADE AND FINISH FLOOR ELEVATIONS WITH APPROVED SITE ENGINEERING. | 17. | PAINT ALL BUILDING MOUNTED EXTERIOR METERS, ELECTRICAL PANELS, TEL. CATV, AND ANY OTHERS, TO MATCH ADJACENT WALLS AND CEILING. PROVIDE MATCH WALLS OR AS APPROVED BY OWNER. |
| 2. | COORDINATE WITH CIVIL ENGINEERING, PROVIDE CONTINUOUS VENTED SOFFIT AT ALL OVERHANGS. | 18. | COORDINATE WITH ELECTRICALS PLAN THE LOCATIONS OF WALL PANELS AND FLOOR PANELS. |
| 3. | ALL ELECTRICAL, TEL. CATV, AND ANY OTHERS, ETC., SHALL BE PROVIDED BY OWNER. | 19. | SEE ELECTRICAL PLAN FOR ALL EXTERIOR BUILDING MOUNTED LIGHT FIXTURES. |
| 4. | PAINT INTERIOR & EXTERIOR METAL FINISHES TO MATCH EXISTING. PROVIDE MATCH WALLS AND CEILING. PROVIDE MATCH WALLS OR AS APPROVED BY OWNER. | 20. | GO TO COORDINATE AND ALIGN (VERTICALLY) ALL EXTERIOR LIGHT FIXTURES TO MATCH EXISTING. PROVIDE FULL BEZEL CENTER MOUNTING BLOCK AT EACH LOCATION. COORDINATE WITH ELECTRICALS AND STRUCTURE TO GET THE EXTERIOR LIGHTS TO MATCH EXISTING. SPACING PRIOR TO SURFACE. PAINT TO MATCH ADJACENT SURFACE. |
| 5. | COORDINATE WITH CIVIL ENGINEERING, PROVIDE CONTINUOUS VENTED SOFFIT AT ALL OVERHANGS. | 21. | PAINT ALL EXTERIOR WALLS TO MATCH EXISTING. WALLS OR AT VERTICAL FACES, RAILING SHALL NOT ATTACH THROUGH CONCRETE TOPPING OF HORIZONTAL WATERPROOFING MEMBRANE. IN AN AREA, IN A MANHOLE, THAT NO SEAMS ARE EXPOSED. |
| 6. | COORDINATE WITH CIVIL ENGINEERING, PROVIDE CONTINUOUS VENTED SOFFIT AT ALL OVERHANGS. | 22. | PAINT ALL EXTERIOR WALLS TO MATCH EXISTING. WALLS OR AT VERTICAL FACES, RAILING SHALL NOT ATTACH THROUGH CONCRETE TOPPING OF HORIZONTAL WATERPROOFING MEMBRANE. IN AN AREA, IN A MANHOLE, THAT NO SEAMS ARE EXPOSED. |
| 7. | COORDINATE WITH CIVIL ENGINEERING, PROVIDE CONTINUOUS VENTED SOFFIT AT ALL OVERHANGS. | 23. | PAINT ALL EXTERIOR WALLS TO MATCH EXISTING. WALLS OR AT VERTICAL FACES, RAILING SHALL NOT ATTACH THROUGH CONCRETE TOPPING OF HORIZONTAL WATERPROOFING MEMBRANE. IN AN AREA, IN A MANHOLE, THAT NO SEAMS ARE EXPOSED. |
| 8. | COORDINATE WITH CIVIL ENGINEERING, PROVIDE CONTINUOUS VENTED SOFFIT AT ALL OVERHANGS. | 24. | PAINT ALL EXTERIOR WALLS TO MATCH EXISTING. WALLS OR AT VERTICAL FACES, RAILING SHALL NOT ATTACH THROUGH CONCRETE TOPPING OF HORIZONTAL WATERPROOFING MEMBRANE. IN AN AREA, IN A MANHOLE, THAT NO SEAMS ARE EXPOSED. |
| 9. | COORDINATE WITH CIVIL ENGINEERING, PROVIDE CONTINUOUS VENTED SOFFIT AT ALL OVERHANGS. | 25. | PAINT ALL EXTERIOR WALLS TO MATCH EXISTING. WALLS OR AT VERTICAL FACES, RAILING SHALL NOT ATTACH THROUGH CONCRETE TOPPING OF HORIZONTAL WATERPROOFING MEMBRANE. IN AN AREA, IN A MANHOLE, THAT NO SEAMS ARE EXPOSED. |
| 10. | COORDINATE WITH CIVIL ENGINEERING, PROVIDE CONTINUOUS VENTED SOFFIT AT ALL OVERHANGS. | 26. | PAINT ALL EXTERIOR WALLS TO MATCH EXISTING. WALLS OR AT VERTICAL FACES, RAILING SHALL NOT ATTACH THROUGH CONCRETE TOPPING OF HORIZONTAL WATERPROOFING MEMBRANE. IN AN AREA, IN A MANHOLE, THAT NO SEAMS ARE EXPOSED. |
| 11. | COORDINATE WITH CIVIL ENGINEERING, PROVIDE CONTINUOUS VENTED SOFFIT AT ALL OVERHANGS. | 27. | PAINT ALL EXTERIOR WALLS TO MATCH EXISTING. WALLS OR AT VERTICAL FACES, RAILING SHALL NOT ATTACH THROUGH CONCRETE TOPPING OF HORIZONTAL WATERPROOFING MEMBRANE. IN AN AREA, IN A MANHOLE, THAT NO SEAMS ARE EXPOSED. |
| 12. | COORDINATE WITH CIVIL ENGINEERING, PROVIDE CONTINUOUS VENTED SOFFIT AT ALL OVERHANGS. | 28. | PAINT ALL EXTERIOR WALLS TO MATCH EXISTING. WALLS OR AT VERTICAL FACES, RAILING SHALL NOT ATTACH THROUGH CONCRETE TOPPING OF HORIZONTAL WATERPROOFING MEMBRANE. IN AN AREA, IN A MANHOLE, THAT NO SEAMS ARE EXPOSED. |
| 13. | COORDINATE WITH CIVIL ENGINEERING, PROVIDE CONTINUOUS VENTED SOFFIT AT ALL OVERHANGS. | 29. | PAINT ALL EXTERIOR WALLS TO MATCH EXISTING. WALLS OR AT VERTICAL FACES, RAILING SHALL NOT ATTACH THROUGH CONCRETE TOPPING OF HORIZONTAL WATERPROOFING MEMBRANE. IN AN AREA, IN A MANHOLE, THAT NO SEAMS ARE EXPOSED. |
| 14. | COORDINATE WITH CIVIL ENGINEERING, PROVIDE CONTINUOUS VENTED SOFFIT AT ALL OVERHANGS. | 30. | PAINT ALL EXTERIOR WALLS TO MATCH EXISTING. WALLS OR AT VERTICAL FACES, RAILING SHALL NOT ATTACH THROUGH CONCRETE TOPPING OF HORIZONTAL WATERPROOFING MEMBRANE. IN AN AREA, IN A MANHOLE, THAT NO SEAMS ARE EXPOSED. |
| 15. | COORDINATE WITH CIVIL ENGINEERING, PROVIDE CONTINUOUS VENTED SOFFIT AT ALL OVERHANGS. | 31. | PAINT ALL EXTERIOR WALLS TO MATCH EXISTING. WALLS OR AT VERTICAL FACES, RAILING SHALL NOT ATTACH THROUGH CONCRETE TOPPING OF HORIZONTAL WATERPROOFING MEMBRANE. IN AN AREA, IN A MANHOLE, THAT NO SEAMS ARE EXPOSED. |

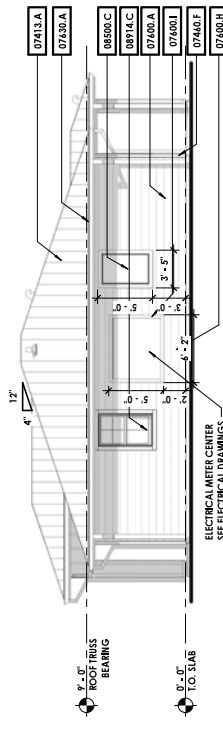
KEY VALUE	MANUFACTURED STANDING SEAM METAL ROOF, 18" PANELS, 24 GA DESIGN BASIS: MRCI	KEYNOTE TEXT
070743.A	0707400.F	VINYL TRIM
	0707400.A	FIBER CEMENT SIDING
	0707400.H	FIBER CEMENT PANEL
	0707400.I	FIBER CEMENT TRIM
	0707400.P	FIBER CEMENT BOARD W/BATTENS
070743.A	0707430.A	ALUM. GUTTERS AND DOWNSPOUTS 6"
080800.C		DECORATIVE HARDI SHUTTERS - FASTEN OVER STUCCO OR SIDING WITH NEOPRENE SPACERS
08714.C		SINGLE HUNG WINDOW



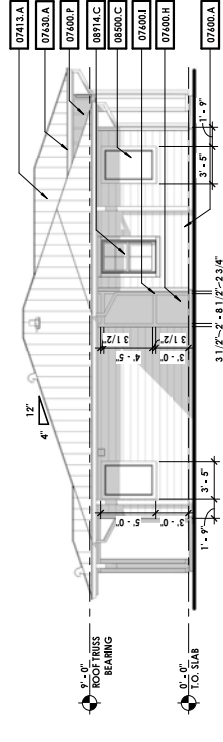
VILLA B - FRONT ELEVATION



VILLA B - REAR ELEVATION



VILLA B - RIGHT ELEVATION



VILLA B - LEFT ELEVATION

SELECTIVE CONDORC NOTES	
KEY VALUE	KEYNOTE TEXT
073711E	GALVANIZED GOS NECK VENT. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
07413A	PAINT TO MATCH ROOF. MANUFACTURED STANDING SEAM METAL ROOF; 18" PANELS; 24 GA STEEL BASE.
04960-A	HIGH GRADE CHERRY SPINDING
07600-H	INTER CHERRY PANEL
07600-I	INTER CHERRY TRIM
07630-A	ALUMINUM GUARDS AND DOWNPOUTS 6"

GENERAL NOTES ELEVATIONS

- [illegible]

[illegible]

SLOCUM PLATT
ARCHITECTS, P.A.
DODD J. SLOCUM JR. 13350 WILLIAM P. PLATT AR 13262
NORTH ORLAND AVENUE SUITE 1001 MAITLAND FL 32751
TEL. (407) 645-3019 FAX (407) 645-2771
WWW.SLOCUMPLATT.COM



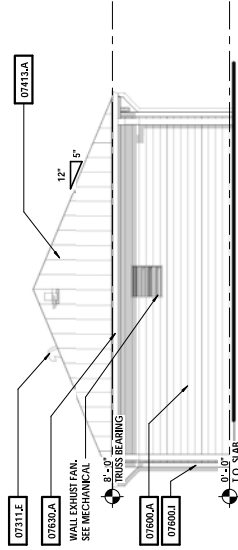
FLORIDA

WATERVUE AT LAKE GENEVA
AMENITIES

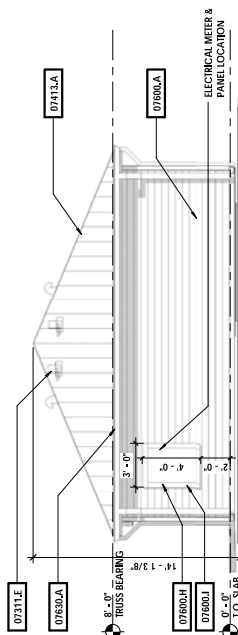
FRUITLAND PARK

DRAWN	
SPA	
CHECKED	
WPP	
DATE	03-14-25
SCALE	As indicated
JOB NO.	24-007
SHEET	

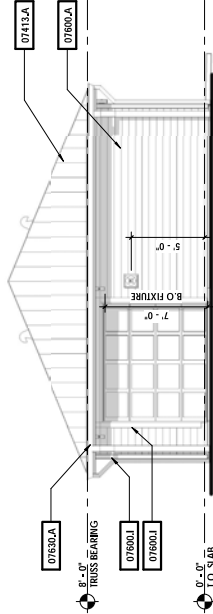
MA11.3b



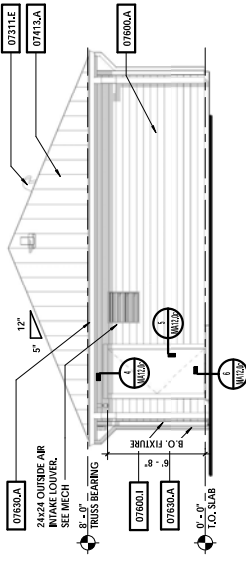
2 **LEFT ELEVATION**
SCALE: 1/4" = 1'-0"



4 REAR ELEVATION SCALE: 1/4" = 1'-0"



1 **FRONT ELEVATION**
SCALE: 1/4" = 1'-0"



3 RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

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

SITE PLAN

Owner: Southwinds Commercial, LTD

General Location: 2307 Spring Lake Road

Number of Acres: 14.07 ± acres

Existing Zoning: Planned Unit Development (PUD)

Existing Land Use: Multi-Family High Density (15 du/acre) & Single Family Medium Density (4 du/acre)

Date: March 16, 2026

Description of Project

The proposed development consists of 14.07 ± acres with 1.79 +/- acres of wetlands. The remaining 12.28 +/- acres will be developed for multi-family residential uses. There are 11 one-unit villas, 25 one-story villas (2 units), and 56 dwellings in two-story apartments for a total of 92 units and an overall gross density of 7.67 units/acre. It should be noted that no structures are proposed within the SFMD land use as it will be utilized for stormwater and buffers. Access for the development would occur from Spring Lake Road via a proposed dual boulevard.

	Surrounding Zoning	Surrounding Land Use
North	PUD	Multi-Family High Density (15 units/acre)
South	Ag, R-1, and R-3 (Lake County)	Urban Medium Density (Lake County) (7 units/acre)
East	PUD	Multi-Family High Density (15 units/acre)
West	Ag (Lake County)	Urban Medium Density (Lake County) (7 units/acre)

Assessment

Developers Agreement and Conceptual Plan

The conceptual plan attached to the Master Developers Agreement identifies one (1) community amenity/leasing office with a fitness center, and one (1) landscaped park, with mews and a gazebo and other recreational amenities. The revised site plan reflects a boardwalk with

platform, bocce court, recreation center within the building, and a landscape park with gazebo as amenities.

Chapter 154 requires a minimum of 25% of common open space (3.07 acres) of which portions should be suitably improved to meet the recreational needs of the community. Total open space proposed is 6.31 acres (51%) and it appears to consist of buffers, stormwater, landscaped areas, and other pervious areas. The MDA allows stormwater ponds as open space if designed as an amenity (Section 6, f). The applicant provided a response in regards to open space indicating that common open space consisted of landscape buffers of 1.44 acres, stormwater pond with observation deck of 1.15 acres, parking island landscaping of 0.17 acres, and open space around apartment of 0.63 acres. Total community open space of 3.39 acres exceeds the minimum requirement.

The plan notes indicate a standard parking space of 9' x 18'. However, the standard parking space is 10' x 20' (Chapter 162, Section 162.060(a)(4)(A)). A reduction in the required width may be reduced to 9' wide and a length may be reduced to 18' to increase internal landscaped area above the minimum specified by the Land Development Code, and to preserve existing specimen trees. The applicant indicates that the median width has been increased to allow for additional landscaping above the code requirements. The revised site plan notes (Sheet C005) indicating that the internal landscaped areas have been increased (Chapter 162, Section 162.060(a)(4)(C)(ii)). The MDA, Section 7(e) requires building perimeter planting which is above what the land development code requires. Sheet PL001 does note that the landscape island areas have been increased.

The MDA requires the elevations to meet certain design criteria (Section 7). Review of the proposed elevations indicate that they appear to meet the design criteria.

Tree mitigation proposed on 121 trees removed meets the 40% replacement (Sheet PL-001) Sheet PL-002 indicates 9 historic trees and 13 specimen trees are to be removed. The majority of the historic trees to be removed are for the construction of the stormwater pond and the majority of the specimen trees to be removed is for site grading. Historical or specimen trees shall not be removed without the finding of the City Commission that the tree is a hazard or that it is not feasible to develop the site without removing the tree (Chapter 164, Section 164.090(C)(6)(f)).

Schools

Lake County Schools issued a letter indicating that the proposed 25 students generated would be considered a de minimus impact.

Environmental Assessment

An Ecological Assessment was performed by res + ESciences in 2022. The assessment indicates the presence of wetlands (approximately 2.1 acres including the open water area of Lake Geneva)

with a forested wetland along the shore. Wetland alterations would be regulated through the SJRWMD and FDEP through FDEP assumption of the Section 404 permitting program. The site contains suitable habitat for the presence of gopher tortoises, so while they were not observed on the site, a follow up survey is recommended prior to development. The revised submittal indicates that an updated environmental assessment is being conducted pursuant to SJRWMD permitting.

Concurrency

The applicant has submitted a TIA exemption per the Lake-Sumter Metropolitan Planning Organization guidelines pursuant to Chapter 153, Section 153.040.

Recommendation

The revised site plan meets the minimum technical requirements of the LDRs regarding planning items. Staff recommends approval subject to engineering approval.



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

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

SPECIAL MASTER: Amanda Boggus, Atty	Others: Michael Rankin, LPG Anita Geraci-Carver, City Attorney Sharon Williams, Administrative Manager Emily Church, Administrative Assistant
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MINUTES
P&Z MEETING – SPECIAL MAGISTRATE
April 16, 2026
6:00 PM

-
- I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Pledge led by Special Magistrate Amanda Boggus & Invocation was led by Sharon Williams.
- II. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from the March 19, 2026 meeting included for review/comment and no action taken.
- III. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. WaterVue at Lake Geneva – Major Site Plan; Alternate Key 1284368; Resolution 2026-024

The applicant is requesting major site plan approval at 2307 Spring Lake Road on approximately 14.07 +/- acres with 1.79 +/- acres of wetlands (consistent with PUD Ordinance 2023-004). The project will be located north west of the intersection of Spring Lake Road and Poinsettia Avenue at (2307 Spring Lake Road). The proposed project consists of multi-family residential dwelling of the following: 11 one-unit villas, 25 one-story villas (2 units), and 56 dwellings in two-story apartments for a total of 92 units and an overall gross density of 7.67 units/acre.

Per the staff report please note: “Tree mitigation proposed on 121 trees removed meets the 40% replacement (Sheet PL-001) Sheet PL-002 indicates 9 historic trees and 13 specimen trees are to be removed. The majority of the historic trees to be removed are for the construction of the stormwater pond and the majority of the specimen trees to be removed is for site grading. Historical or specimen trees shall not be removed without the finding of the City Commission that the tree is a hazard or that it is not feasible to develop the site without removing the tree (Chapter 164, Section 164.090(C)(6)(f)).”

Interim Community Development Director Rankin introduced the project. In addition to the information above, he noted that no structures are proposed within the Single Family Medium Density land use as it will be utilized for stormwater and buffers. Access for the development

would occur from Spring Lake Road via a proposed dual boulevard. To the north is a PUD for zoning, to the south is Agricultural R-1 and R-3, to the east is PUD and to the west is Agricultural. He further stated that the tree mitigation proposal on 121 trees removed meets the 40% replacement on Sheet PL-001/Sheet PL-002 which indicates 9 historic trees and 13 specimen trees being removed.

The majority of the historic trees to be removed are for construction of the stormwater pond and the majority of the specimen trees to be removed are for site grading. The development has a school concurrency which was submitted as well as the traffic analysis exemption per Lake Sumpter Metropolitan Planning Organization. Per chapter 153, the revised site plan meets the minimum technical requirements of the city's Land Development Regulations (LDRs) and staff recommends approval.

An opportunity was given for public comment and there were none; however, Special Magistrate Boggus inquired if the applicant had any further comment for the record. At that time, David Stokes, Civil Engineer of Madden, Moorhead & Stokes, (431 E. Horatio Ave., Maitland, FL) stated that the plans reflect 10 historic trees and 20 specimen trees. He stated other comments are correct and just wanted to clarify the quantities for the trees. He was thanked for the update and the meeting was adjourned with no further comments.

B. WaterVue at Lake Geneva, Granting Permanent Utility and Ingress-Egress Easement

Resolution 2026-025 allows a permanent utility and ingress-egress easement of the property to allow access and service to the property. Sketches 1, 2 and 3 with the applicable descriptions collectively comprise Exhibit B of the easement.

This Resolution was noted by Interim Community Development Director Rankin as a companion document. There was no further comment on this resolution.

STAFF COMMENTS: There were no staff comments

PUBLIC COMMENTS:

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

ADJOURNMENT: 6:07 p.m.

ORDINANCE 2023-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.10 +/- ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT (PUD) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED NORTH OF SPRING LAKE ROAD AND WEST OF POINSETTIA AVENUE; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Alex Stringfellow as applicant, on behalf of Southwinds Commercial LTD as Owner, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Planned Unit Development (PUD) to Planned Unit Development (PUD) within the City limits of Fruitland Park; and

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

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

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

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

Section 1: The following described property consisting of approximately 14.10 ± acres generally located north of Spring Lake Road and west of Poinsettia Avenue as described and depicted as set forth on Exhibit "A" shall hereafter be designated as PUD "Planned Unit Development" as defined in the Fruitland Park Land Development Regulations.

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

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

INSTRUMENT #2023127282
OR BK 6227 PG 1055 - 1075 (21 PGS)
DATE: 10/16/2023 4:27:54 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$180.00

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

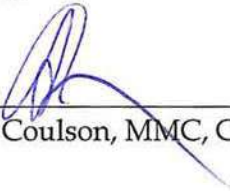
Section 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 28th day of September 2023.


Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:


Esther Coulson, MMC, City Clerk

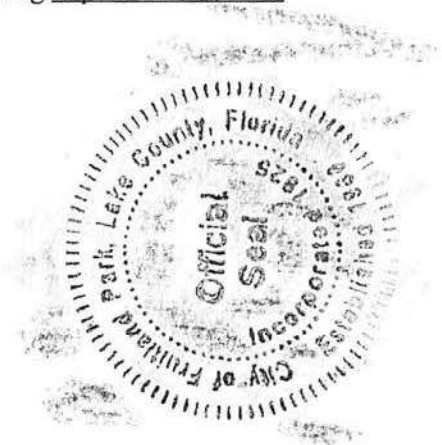
Approved as to Form:


Anita Geraci-Carver, City Attorney

Mayor Cheshire	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Vice-Mayor DeGrave	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)
Commissioner Gunter	<u> </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> / </u>	(Absent)
Commissioner Bell	<u> </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> / </u>	(Absent)
Commissioner Mobilian	<u> / </u>	(Yes),	<u> </u>	(No),	<u> </u>	(Abstained),	<u> </u>	(Absent)

Passed First Reading September 14, 2023
Passed Second Reading September 28, 2023

(SEAL)



“EXHIBIT A”

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN SOUTH 89°20'30" EAST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 209.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0°30'15" EAST 1,325.45 FEET TO THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 33, THENCE RUN SOUTH 89°35'10" EAST, ALONG THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 505.91 FEET, THENCE RUN SOUTH 00°32'50" WEST 1,116.62 FEET, THENCE NORTH 89°22'40" WEST 231.40 FEET, THENCE SOUTH 0°31'40" WEST 210.90 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, THENCE NORTH 89°20'30" WEST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 273.57 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE SOUTH 33 FEET THEREOF.

EXHIBIT B

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into and made as of the 28th day of September 2023, between the CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City"), and Southwinds Commercial, LTD., a Florida limited partnership (hereinafter referred to as the "Owner").

RECITALS

1. The Owner desires to rezone approximately 14.10 acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").
2. The Property is currently located within the City of Fruitland Park and is currently zoned "Planned Unit Development" (PUD) with a future land use designation on the City of Fruitland Park Future Land Use Map of "Single Family Medium Density and Multi-Family High Density."
3. Owner has filed an application to rezone the Property as a Residential Planned Unit Development.
4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
5. The City of Fruitland Park has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement. The parties hereto understand and

acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Site Plan – Spring Lake Road" prepared by Stringfellow Planning & Design., dated December 2, 2022 and attached as Exhibit "B" (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development/Residential) zoning district. All residential units are to be located within the Property having a FLU of MFHD.

Section 4. Density. The maximum density shall not exceed 92 units.

Section 5. Permitted Uses. Permitted Uses shall include:

- a. Multi-family residential dwelling units meeting the R-15 standards.(Limited to that portion of the Property having a FLU of MFHD)
- b. Single family residential units.
- c. Two-family residential units. (Limited to that portion of the Property having a FLU of MFHD)
- d. Passive and Active Recreation Facilities.
- e. Accessory uses per City of Fruitland Park Land Development Regulations.
- f. Accessory structures shall not be constructed within required buffer areas.

Section 6. Development Standards. Development Standards shall be as follows:

- a. Minimum Open Space 25%, which may include all buffers, manmade stormwater ponds, recreation and other pervious area not located within platted road right of way.
- b. Maximum Building Height 35', measured to the mean height of hip or gabled roofs.
- c. Minimum distance between multi-family buildings shall be twenty feet (20') measured from building wall to building wall.
- d. Interior buildings shall have a setback of thirty feet (30') from edge of pavement (travel lane).
- e. Minimum Setback requirements, as measured from the PUD perimeter property lines shall be:
 - i. Front: from Spring Lake Road – fifty feet (50')
 - ii. Side: Twenty-five feet (25')
 - iii. Rear: Twenty-five feet (25')
 - iv. Rear: From Lake Geneva – Fifty feet (50')
- f. Open space shall not be less than twenty-five (25) percent of the total property area. Stormwater ponds may not be included as open space unless designed as an amenity.
- g. Parking: The Owner will be required to meet the parking requirements of the Fruitland Park Land Development Regulations.
- h. Landscape buffers of twenty-five feet (25') with a 6' solid vinyl fence shall be provided along the eastern and western property boundaries. A landscape buffer of thirty feet (30') shall be provided along the southern property boundary. No landscape buffer shall be required adjacent to Lake Geneva. All landscaping and tree protection shall comply with Chapter 163 of the City of Fruitland Park Land Development Regulations.

Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner shall design and construct, at its sole expense, the interior landscaped areas and islands within the common and parking areas of the Property in accordance with all applicable City of Fruitland Park Land Development Regulations. Owner shall maintain such areas until such maintenance responsibility has been assumed by the POA.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Section 7. Multi-Family Design Standards. Design Standards shall be as follows:

- a. Multi-family development shall meet the R-15 MF HDR zoning development standards.
- b. Architectural features - All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the multi-family, single family and two-family units. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12 inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim
 - 10) Metal roofs
 - 11) Decorative Corbels and Brackets
- c. Building Materials - Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - i. The exterior wall area may be any type of lap siding and/or stucco, including a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.) The exterior may include full width or cast brick or stone.
 - ii. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of

- the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- d. Details, such as, brackets, corbels, decorative panels, may be made from alternative materials, such as foam with a hard shell finish.
 - e. Buildings shall have landscape areas planted with trees, shrubs or groundcovers, other than sod, around the building as follows:
 - i. Building Perimeter landscaping. A minimum three (3) foot wide landscape area, with an average of five (5) feet or more, around a minimum of forty (40) percent of the total building perimeter and within twenty-five (25) feet of the building walls.
 - ii. *Minimum planting requirement.* One (1) canopy tree or three (3) understory trees, and twenty-eight (28) shrubs shall be required for every three hundred and fifty (350) feet of planting area in e.i above. Trees installed for any other requirement of this subsection may be credited towards this requirement if in the required location.

Section 8. Property Owners Association. Owner shall establish a property owners association, which shall be responsible for maintenance of common areas and infrastructure within the Property, including, but not limited to, parks and recreation areas, stormwater retention, open space areas, and common areas.

Section 9. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by one access point on Spring Lake Road. The primary access shall be through a divided landscaped boulevard type road. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Owner shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements. Drive aisles within parking areas shall not be required to be constructed to City Street standards.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
- d. The City of Fruitland Park will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Owner shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. A traffic/transportation study shall be submitted prior to preliminary plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Owner.
- f. The Owner will construct a street stub out from the Property to its eastern boundary line in a location that aligns with a street being constructed in the project known as The Village at Lake Geneva as reflected on its approved preliminary subdivision plan.

Section 10. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of

way. The poles and street lights within the Property shall be installed by Owner and thereafter maintained by the HOA/POA.

Section 11. Water, Wastewater, and Reuse Water. Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. No private wells will be allowed within the Property. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 12. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time. Owner agrees to prepay the water and wastewater impact fees for the Property at the time of plat approval by City corresponding to the number of units in such plat.

Owner agrees to pay all other impact fees, including parks and recreation, police and fire rescue and any impact fees adopted after the execution of this Agreement for all units as building permits are issued for such units at the then existing rate. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of platting and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 13. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney which may include dedication on the final plat, as the City deems necessary for the installation and maintenance of roads, sidewalks, bikeways, street lighting or utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 14. Stormwater Management. Owner agrees to provide at Developer's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 15. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other residential property owners within the City.

Section 16. Concurrency. A complete concurrency study conforming to the City of Fruitland Park Land Development Regulations will be required prior to any preliminary plat approvals or construction plan approvals. The Owner shall ensure that all traffic concurrency areas conducted reflect all approved development in the area. Further, Owner acknowledges that City has adopted an ordinance relating to Proportionate Share Mitigation. Accordingly, Owner agrees that it shall be subject to such ordinance.

Section 17. Final Site Plan Approval. After the approved Conceptual Site Plan and Developer's Agreement Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a preliminary plat, construction plans, and a Final Site Plan for the development shall be prepared and submitted for review and approval in the manner required by the City's Land Development Code, as amended.

Section 18. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 19. Signage. Owner shall submit a master sign plan as a component of the final site plan (i.e., construction plan) application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

Section 20. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 21. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 22. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 23. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes.

Section 24. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 25. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 26. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not

will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 27. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 28. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver, City Attorney 1560 Bloxam Avenue Clermont, Florida 34711 (352) 243-2801 Telephone
As to Owner:	Paul Missigman Southwinds Commercial, LTD. 200 E. Canton Ave. Suite 102 Winter Park, FL 32789
Copy to:	

Section 29. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or

restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 30. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

Section 31. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 32. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Cristina Ferrer
Witness Signature
Andrea Ramos
Print Name

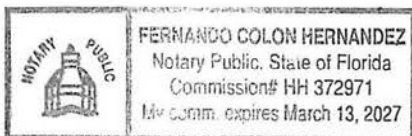
[Signature]
Witness Signature
Jason Rivers
Print Name

By: [Signature] Signature
Robert Hoekstra
Print Name

N/A Signature
N/A
Print Name

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 4 day of October, 2023 by Robert Hoekstra and _____ who are personally known to me or who have produced FL DL as identification and who did (did not) take an oath.



[Signature]
Notary Public
Notary Public - State of Florida
Commission No HH 372971

My Commission Expires _____

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

ACCEPTED BY THE CITY OF FRUITLAND PARK

By: _____

Mayor

Date: _____

September 28, 2017

ATTEST: _____

City Clerk

Anita Teraci-Cawen

City Attorney

This instrument prepared by: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 28th day of September 2017 by Esther B. Lewin-Coulson, City Clerk of the City of Fruitland Park, Florida, who are personally known to be me and they acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Fruitland Park, Florida.

Notary Public

Notary Public - State of Florida

Commission No HH 409167

My Commission Expires July 4, 2027

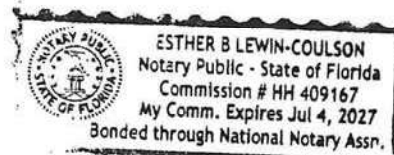


EXHIBIT "A"

Subject Property Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN SOUTH 89°20'30" EAST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 209.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0°30'15" EAST 1,325.45 FEET TO THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 33, THENCE RUN SOUTH 89°35'10" EAST, ALONG THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 505.91 FEET, THENCE RUN SOUTH 00°32'50" WEST 1,116.62 FEET, THENCE NORTH 89°22'40" WEST 231.40 FEET, THENCE SOUTH 0°31'40" WEST 210.90 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, THENCE NORTH 89°20'30" WEST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 273.57 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE SOUTH 33 FEET THEREOF.

EXHIBIT "B"

THE PLAN

SPRING LAKE ROAD PUD

Project Name: Spring Lake Road PUD

Developer:

Atlantic Housing Partners
200 E. Canton Avenue, Suite 102, Winter
Park, FL 32789

Site Location: 2307 Spring Lake Road,
Fruitland Park, FL 34731. Located north of
Spring Lake Road, and south of Lake Geneva.

Alternate Key: 1284368

Adjacent Zoning: PUD to the North and
East, A (Lake County) to the Southeast, R-1
and R-3 (Lake County) to the South and A
(Lake County) to the West.

Adjacent Land Uses: MFHD to the North
and East, Urban Medium Density (Lake
County) to the South and West.

Proposed Uses: Residential and amenity
buildings including, but not limited to,
clubhouse, leasing office, amenities, mail
kiosks, and other ancillary uses, and required
parking.

Proposed Phasing: One phase, not
applicable.

Acreage & Density:

Total Acreage of Parcel: +/- 14.10 Acres
Developable AC (less waterbodies/wetlands): +/- 12 Acres

Max Density :

3.18 AC of SFMD * 4 DU/AC = 12 Units
9.12 AC of MFHD * 15 DU/AC = 136 Units
Max Allowable: 148 Units
Proposed Units: 92 Units
Proposed Density: 92 Units / 12 AC = 7.67 DU/AC

WMD: St. Johns River Water Management
District

Utilities: City Water, City Sewer, Privately
Maintained Stormwater Pond. Fire protection
per Code.



Situated north of Spring Lake Road and south of Lake Geneva in the City of Fruitland Park, Florida, the Spring Lake Road PUD is a proposed development of 92 multifamily dwellings divided between 56 dwellings in two-story apartments and 36 dwellings in one-story villas. The total parcel size is +/- 14.10 acres, with +/- 2.10 acres being undevelopable wetlands. The remaining +/- 12 Acres to the south of the wetlands will be developed for multifamily residential uses. Current future land use allows up to 4 Du/AC or 12 units in the northern 1/3 of the property, and 15 Du/AC or 136 units in the southern 2/3 of the property. The development will maintain community amenities and associated private improvements. Access for the development will occur from Spring Lake Road.

Plan Prepared by:
ALLEN STRONG & FELLOW
352.217.7710
allen@strongfellowplanning.com

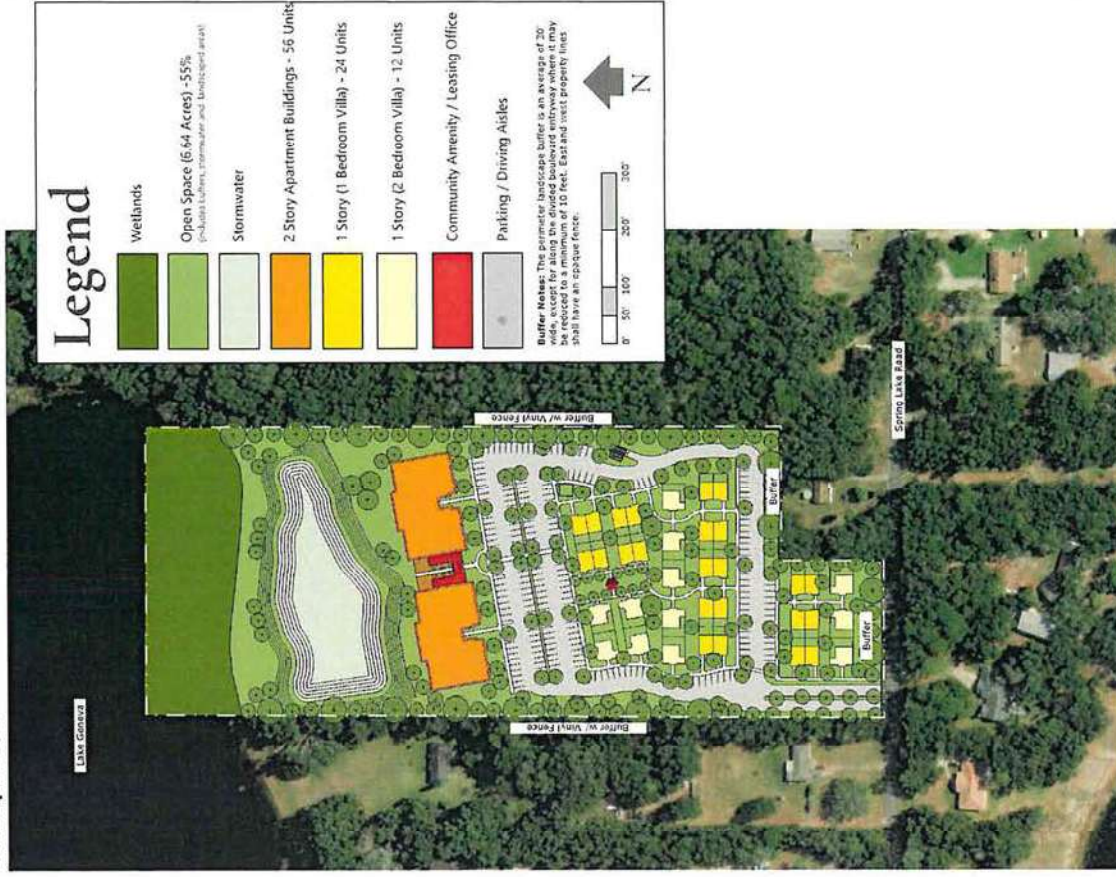
Additional Supporting Graphics Prepared by:
SAMUEL HANDEE
207.607.9366
samuel@strongfellowplanning.com



STRINGFELLOW
PLANNING & DESIGN

SPRING LAKE ROAD PUD

Concept Plan



Proposed Setbacks



Plan Prepared by:
ALEX STRINGFELLOW
352.217.7710
alex@stringfellowplanning.com

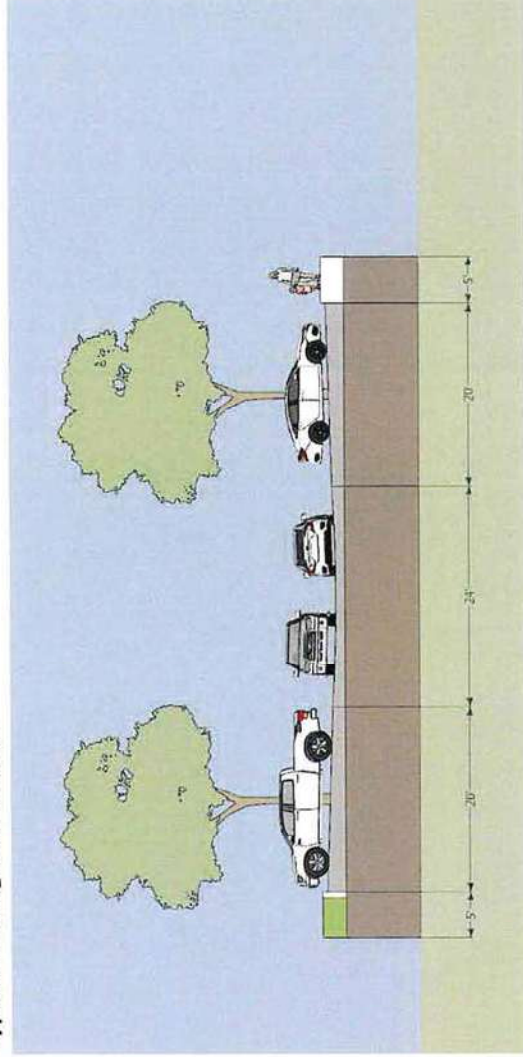
Additional Supporting Graphics Prepared by:
SIMON HART
207.607.9366
simon@stringfellowplanning.com



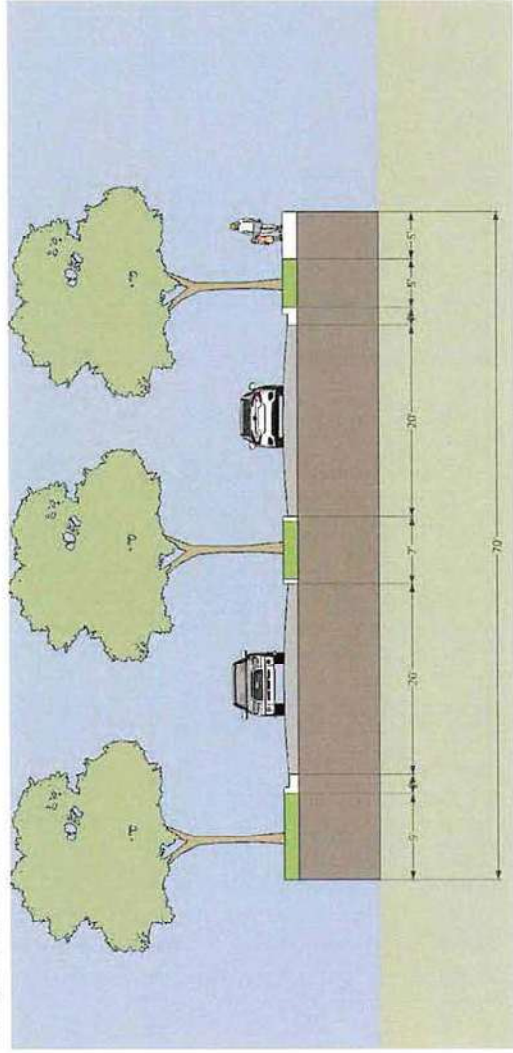
STRINGFELLOW
PLANNING & DESIGN

SPRING LAKE ROAD PUD

Typical Parking Aisle Section



Entry Road Section



Buildings, Unit Types and Square Footage

Unit Type 1: 2 Bedroom Lakeview Apartment (40 units)
 1,031 SF - AC Area (Net Area)
 159 SF - Outdoor Area

Unit Type 2: 2-Bedroom Apartment (8 units)
 1,117 SF - AC Area (Net Area)
 85 SF - Outdoor Area

Unit Type 3: 3 Bedroom Apartment (8 units)
 1,209 SF - AC Area (Net Area)
 85 SF - Outdoor Area

Unit Type 4: 1 Bedroom Villa (24 units)
 777 SF - AC Area (Net Area)
 80 SF - Outdoor Area

Unit Type 5: 2 Bedroom Villa (12 units)
 1,117 SF - AC Area (Net Area)
 85 SF - Outdoor Area

Maximum Building Height: 35 feet

Parking Calculation:

1 Bedroom Units: 24 x 1.5 spaces = 36 spaces

2 & 3 Bedroom Units: 68 x 2 spaces = 136 spaces

Guest Parking: 92 x 0.25 spaces = 23

Total Required Parking = 195 spaces

Total Provided Parking = 202 spaces

Total Required Bike Parking = 10 spaces

Total Provided Bike Parking = 10 spaces

Plan Prepared by:
 ALEX STRINGFELLOW
 332.227.2710
 alex@stringfellowplanning.com

Additional/Supporting Graphics Prepared by:
 SIMON HURDY
 207.667.9146
 simon@stringfellowplanning.com



STRINGFELLOW
 PLANNING & DESIGN

SPRING LAKE ROAD PUD

1 ft. Contours (Source: Lake County)



SPRING LAKE ROAD PUD

Soils (Source USDA)



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
8	Candler sand, 0 to 5 percent slopes	47.5	68.4%
9	Candler sand, 5 to 12 percent slopes	9.0	13.0%
45	Torrance sand, 0 to 5 percent slopes	2.2	3.2%
99	Water	10.7	15.4%
Totals for Area of Interest		69.5	100.0%

Intentionally Blank

Plan Prepared by:
ALEX STRINGFELLOW
352.217.7710
alex@stringfellowplanning.com

Additional Supporting Graphics Prepared by:
SIMON HARTY
207.602.9766
simon@stringfellowplanning.com



STRINGFELLOW
PLANNING & DESIGN

SPRING LAKE ROAD PUD

Amenities

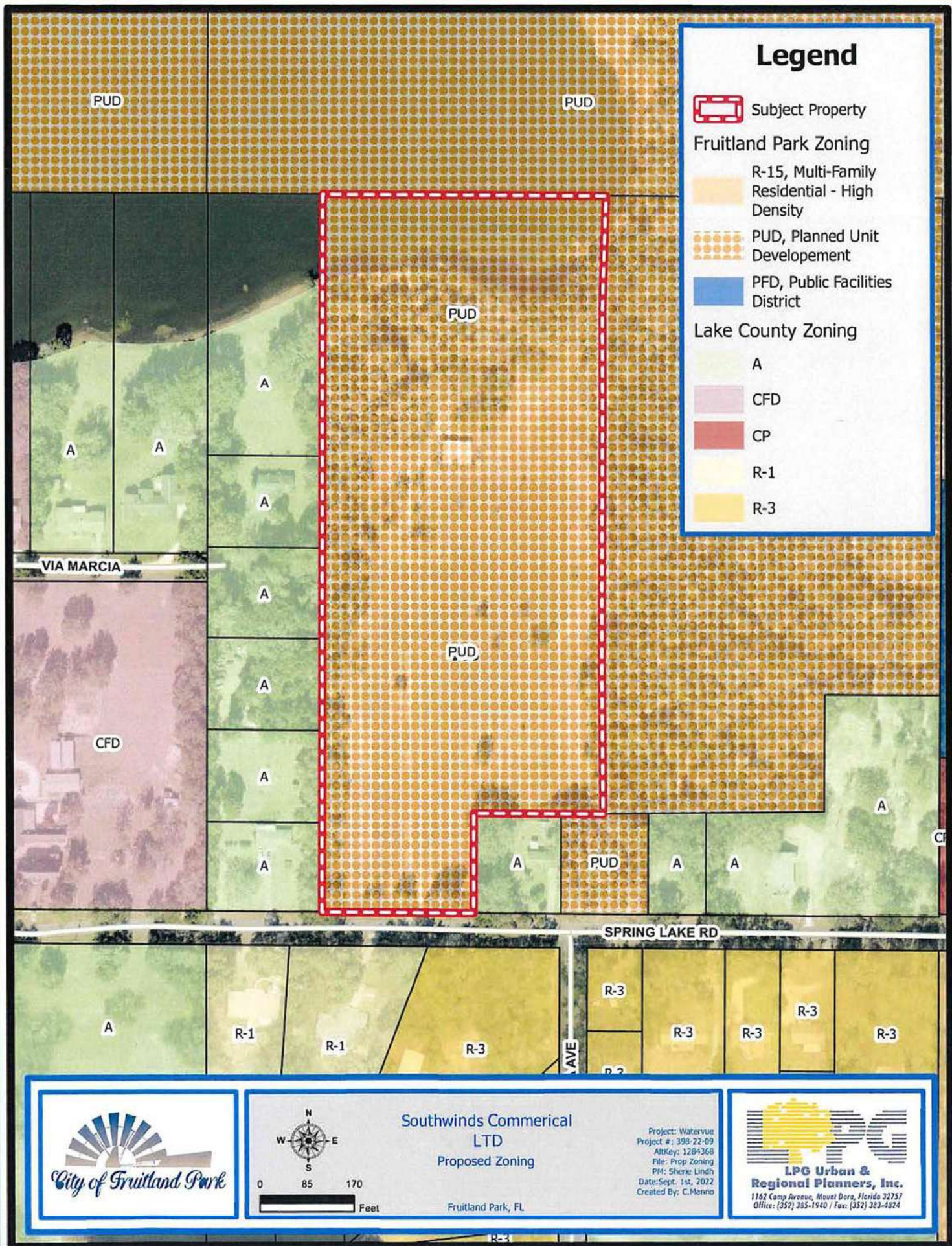


Plan Prepared by:
ALEX STRINGFELLOW
352.217.7710
alex@stringfellowplanning.com

Additional Supporting Graphics Prepared by:
SIMON HORDT
207.607.9366
simon@stringfellowplanning.com

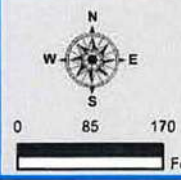


STRINGFELLOW
PLANNING & DESIGN



Legend

- Subject Property
- Fruitland Park Zoning**
 - R-15, Multi-Family Residential - High Density
 - PUD, Planned Unit Development
 - PFD, Public Facilities District
- Lake County Zoning**
 - A
 - CFD
 - CP
 - R-1
 - R-3



Southwinds Commerical
LTD
Proposed Zoning
Fruitland Park, FL

Project: Watervue
Project #: 398-22-09
AltKey: 1284368
File: Prop Zoning
PM: Sherie Lindh
Date: Sept. 1st, 2022
Created By: C.Manno



1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 355-1940 / Fax: (352) 353-4874

The Villages[®] DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

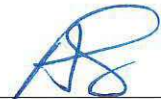
Before the undersigned authority personally
Appeared **Amber Sevison** who on oath says that
he or she is Legal Ad Coordinator of the Villages
DAILY SUN, a daily newspaper published in
Sumter County, Florida with circulation in Lake,
Sumter and Marion Counties; that the attached
copy of advertisement, being a Legal Ad # **01302793**
in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

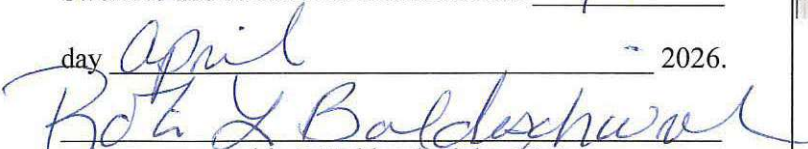
APRIL 8, 2026

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


(Signature Of Affiant)

Sworn to and subscribed before me this 9

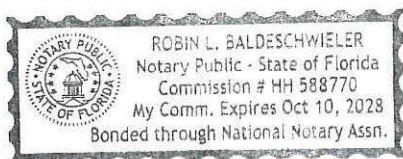
day April 2026.


Robin L. Baldeschwieler, Notary

Personally Known ✓ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

RESOLUTION 2026-024

A RESOLUTION OF THE CITY
COMMISSION OF THE CITY
OF FRUITLAND PARK,
FLORIDA, GRANTING MAJOR
SITE PLAN APPROVAL WITH
CONDITIONS TO ALLOW
CONSTRUCTION OF AN
APPROXIMATELY 11 ONE-
UNIT VILLAS, 25 ONE-STORY
VILLAS CONSISTING OF
TWO UNITS, AND 56
DWELLINGS IN TWO-STORY
APARTMENTS FOR A TOTAL
OF 92 UNITS INCLUSIVE OF
ASSOCIATED PARKING,
STORM WATER,
MAINTENANCE BUILDING
AND RECREATION CENTER
WITHIN A BUILDING;
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.

RESOLUTION 2026-025

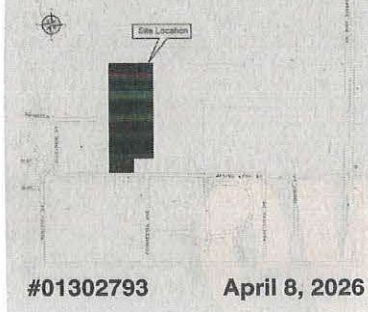
A RESOLUTION OF THE CITY
COMMISSION OF THE CITY
OF FRUITLAND PARK,
FLORIDA, APPROVING THE
PERMANENT UTILITY AND
INGRESS - EGRESS
EASEMENT IN FAVOR OF
THE CITY OF FRUITLAND
PARK, FLORIDA FROM
SOUTH WINDS
COMMERCIAL, LTD.;
AUTHORIZING THE MAYOR
TO EXECUTE THE
PERMANENT EASEMENT;
AND PROVIDING FOR AN
EFFECTIVE DATE.

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

Planning & Zoning Board
Thursday, April 16, 2026
@ 6:00 p.m.
City Commission Reading
Thursday, May 14, 2026
@ 6:00 p.m.

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

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



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

ITEM TITLE: Public Hearing - Resolution 2026-025 Granting Permanent Utility and Ingress-Egress Easement for WaterVue at Lake Geneva - property located at 2307 Spring Lake Road, Petitioner: South Winds Commercial Ltd (Paul Missigman, Mgr.)

MEETING DATE: May 14, 2026

DATE SUBMITTED: April 24, 2026

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

BRIEF NARRATIVE: The applicant is seeking approval of a major site plan to construct a multi-family residential development. Granting approval of this site plan would necessitate the allowance of a permanent utility and ingress-egress easement via Resolution 2026-025 (which would act as a companion resolution to Resolution 2026-024).

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2026-025, Permanent Utility and Ingress-Egress along with associated sketches 1, 2, and 3.

RECOMMENDATION: Approval of Resolution 2026-025

ACTION: Approve or deny Resolution 2026-025.

RESOLUTION 2026-025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PERMANENT UTILITY AND INGRESS-EGRESS EASEMENT IN FAVOR OF THE CITY OF FRUITLAND PARK, FLORIDA FROM SOUTHWINDS COMMERCIAL, LTD.; AUTHORIZING THE MAYOR TO EXECUTE THE PERMANENT EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Major Site Plan Approval was granted to allow for construction of 92 units of multi-family residential and other improvements consistent with Ordinance 2023-004 (PUD) on real property located on Spring Lake Road, (the "Property"); and

WHEREAS, three utility easements are needed in order to serve the Property with utilities; and

WHEREAS, Southwinds Commercial, Ltd. is willing to grant the City of Fruitland Park utility easements that benefit the City, and the Property; and

WHEREAS, the City Commission finds it to be in the public interest to accept the Permanent Utility and Ingress-Egress Easement from Southwinds Commercial, Ltd.; and

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 Southwinds Commercial, Ltd., 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 _____, 2026, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

Gwen Johns, City Clerk

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

Approved as to form:

Anita Geraci-Carver, City Attorney

Record and Return to:

Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711

**PERMANENT UTILITY AND INGRESS-EGRESS EASEMENT
FROM ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**

THIS GRANT OF A PERMANENT EASEMENT, made this ____ day of _____, 2026, by **SOUTHWINDS COMMERCIAL, LTD.**, a Florida not-for-profit corporation, hereinafter called the Grantor, to and in favor of the **CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation, created under the laws of the State of Florida, 506 W. Berckman St., Fruitland Park, FL 34731, hereinafter called the Grantee.

1. **Background.** Grantor is the owner of certain real property situate in Lake County, Florida, more particularly described in **Exhibit “A”** attached hereto and made a part hereof by this reference (the “Property”).

Grantee desires to obtain a perpetual, non-exclusive easement under, over and across a portion of the Property which is more particularly described and depicted in **Exhibit “B”** attached hereto and made a part hereof by this reference (the “Easement Property”) for purposes of utilities and ingress and egress with full authority to enter upon construct, operate, repair, replace and maintain potable water, sewer, and reclaimed water lines, master meter, fire hydrant assembly and underground electrical lines, and all other related and appurtenant facilities over, under, through and across the Easement Property. Grantor is willing to grant Grantee easements for said purposes, subject to the terms and conditions set forth below. The Easement Property includes the easement descriptions in **Exhibit “B”**.

2. **Grant of Easement.** In consideration of the covenants and obligations set forth herein and other good and valuable consideration in the sum of Ten and No/100 Dollars (\$10.00) paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants, conveys and declares unto Grantee, its successors and assigns, a perpetual, non-exclusive easement including rights under, over, through and across the Easement Property, for the purpose of ingress and egress and the construction, operation, repair and maintenance of potable water, sewer, and reclaimed water lines, master meter, fire hydrant assembly and underground electrical lines and all other related and appurtenance facilities (collectively the “Facilities”).

3. **Use by Grantor.** Grantor retains the right to use the Easement Property, so long as such rights do not unreasonably interfere with Grantee’s rights hereunder. The Property is subject to all matters of record, the retained rights of Grantor and whatever other easements, rights, licenses, or grants that contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by Grantors, provided that any subsequently

created interest does not prevent Grantee from utilizing this Easement for its intended purposes. The Easement Property shall revert to Grantor upon release.

4. **Maintenance.** Grantee shall maintain, repair and replace the Facilities in good order, condition and state of repair.

5. **Covenants with the Land.** All rights, privileges, benefits and burdens created herein are covenants running with the land, binding upon and inuring to the benefit of Grantor, Grantee and their respective assigns and successors in title.

6. **Title.** Grantor does hereby covenant that Grantor is lawfully seized and possessed of the Easement Property subject only to a mortgage with [LENDER NAME] but no encumbrances, and that it has good and lawful right to convey said easement with only the joinder and consent of [LENDER NAME] being required. (Joinder and) form will be required to be recorded with this Easement

OR

Grantor does hereby covenant that Grantor is lawfully seized and possessed of the Easement Property subject to no mortgages or encumbrances, and that it has good and lawful right to convey said easements without the joinder and consent of any third party.

7. **Incidental Rights.** Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily included incidental thereto.

8. **Captions.** The captions included herein are for reference only and should not be used in construing any of the terms hereof. This Easement shall be construed and enforced in accordance with the laws of the State of Florida.

9. **Attorneys Fees.** In the event that Grantor or Grantee or either of their successors in title institutes legal proceedings against the other party to enforce any term of this Easement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate proceeding and in bankruptcy.

IN WITNESS WHEREOF, the said first has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of:

Grantor: **SOUTHWINDS COMMERCIAL,
LTD.**, a Florida Limited Partnership,

By: Southwinds Cove Managers II,
L.L.C., a Florida Limited Liability
Company, General Partner

Witness Signature

Print Name

Address of Witness:

Witness Signature

Print Name

Address of Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of April 2026 by Paul M. Missigman, Manager of Southwinds Cove Managers II, L.L.C. as general partner of Southwinds Commercial, LTD., a Florida limited partnership on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

By: _____
Paul M. Missigman, Manager

ACCEPTED BY CITY OF FRUITLAND PARK (Grantee).

Witness Signature

Print Name

By: _____
Chris Cheshire, Mayor

Witness Signature

Attest: _____
City Clerk

Print Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of April 2026 by Chris Cheshire, Mayor of the City of Fruitland Park, a Florida municipal corporation on behalf of the corporation. He is ☒ personally known to me or has produced _____ as identification.

NOTARY PUBLIC

EXHIBIT "A"
(the Property)

Alt. Key Number: 1284368

33-18-24-0003-000-03000

THE LAND REFERRED To HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN SOUTH 89°20'30" EAST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 209.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0°30'15" EAST 1,325.45 FEET TO THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 33, THENCE RUN SOUTH 89°35'10" EAST, ALONG THE NORTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 505.91 FEET, THENCE RUN SOUTH 00°32'50" WEST 1,116.62 FEET, THENCE NORTH 89°22'40" WEST 231.40 FEET, THENCE SOUTH 0°31'40" WEST 210.90 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, THENCE NORTH 89°20'30" WEST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 273.57 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE SOUTH 33 FEET THEREOF

EXHIBIT “B”
(the Easement Property)

See Attached Sketch and Descriptions
(consisting of three separate Sketch and Description)

LEGAL DESCRIPTION

NOT A SURVEY

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST OF LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 33; THENCE RUN NORTH 00°24'41" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1330.43 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 89°31'11" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1013.36 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°28'49" EAST FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SPRING LAKE ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 979, PAGE 2251, OF THE PUBLIC RECORD OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°31'11" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 00°28'47" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 89°31'11" EAST FOR A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 00°28'47" WEST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 300 SQUARE FEET, OR 0.007 ACRES, MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH OF DESCRIPTION



SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#8627

SURVEYOR'S NOTES:

1. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33-18-24 EAST, AS BEING NORTH 89°31'11" WEST.
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS WEBSITE.

JOB #: 20220222

DATE: 2/16/26

SCALE: 1" = 20'

CALC BY: WB

DRAWN BY:

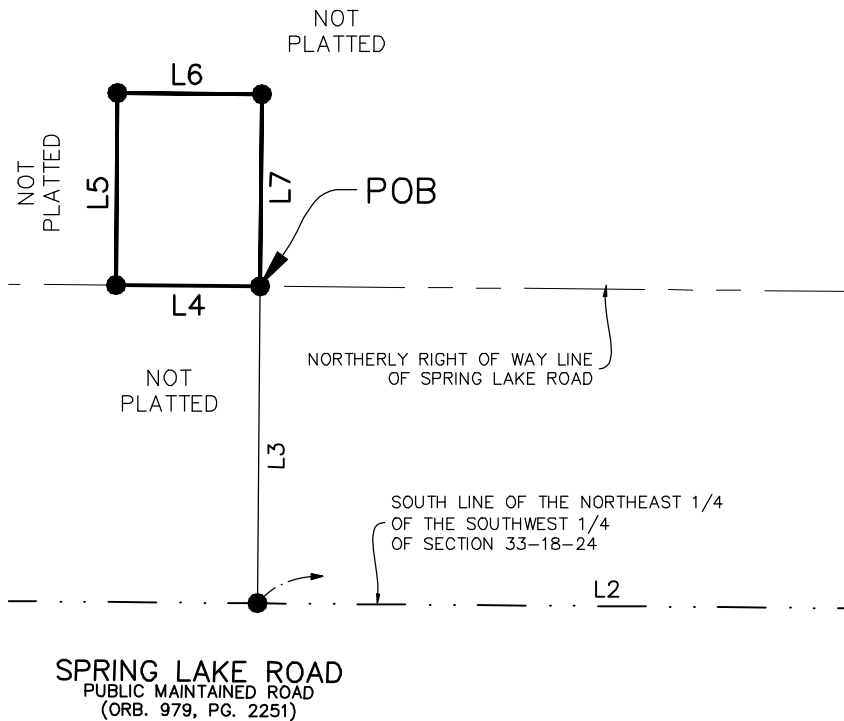
CHECKED BY: WB

FOR THE LICENSED BUSINESS #8627 BY:

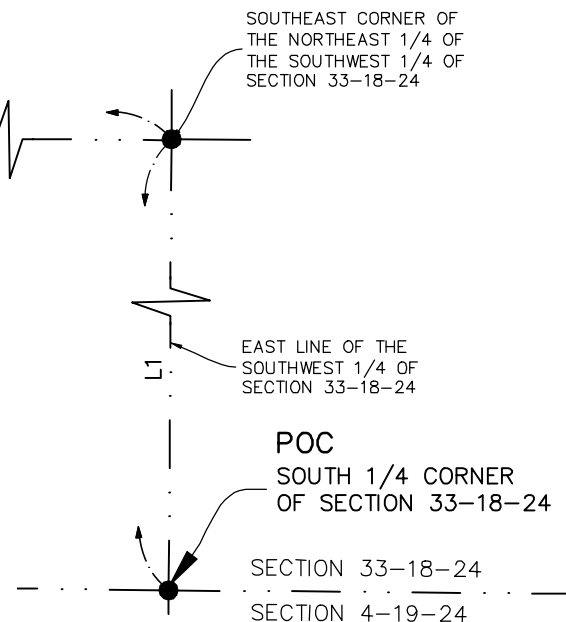
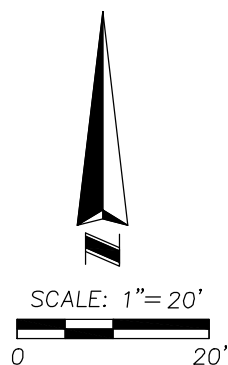
JAMES L. RICKMAN, PSM #5633

SKETCH DESCRIPTION

NOT A SURVEY



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°24'41"E	1330.43'
L2	N89°31'11"W	1013.36'
L3	N00°28'49"E	33.00'
L4	N89°31'11"W	15.00'
L5	N00°28'47"E	20.00'
L6	S89°31'11"E	15.00'
L7	S00°28'47"W	20.00'



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(407) 654-5355
LB#8627

SYMBOL AND ABBREVIATION LEGEND:

- CHANGE IN DIRECTION
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR AND MAPPER

JOB #: 20220222

DATE: 2/16/26

SCALE: 1" = 20'

CALC BY: WB

DRAWN BY:

CHECKED BY: WB

SHEET 2 OF 2

SEE SHEET 1
FOR LEGAL DESCRIPTION

LEGAL DESCRIPTION

NOT A SURVEY

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST OF LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 33; THENCE RUN NORTH 00°24'41" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1330.43 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 89°31'11" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 645.29 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°28'49" EAST FOR A DISTANCE OF 225.15 FEET TO THE POINT OF BEGINNING, THENCE RUN NORTH 89°35'56" WEST FOR A DISTANCE OF 18.99 FEET; THENCE RUN NORTH 00°24'04" EAST FOR A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 89°35'56" EAST FOR A DISTANCE OF 23.82 FEET; THENCE RUN SOUTH 38°47'48" WEST FOR A DISTANCE OF 14.14 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF SOUTH 44°48'55" EAST, AND A CHORD DISTANCE OF 5.56 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°46'35" FOR A DISTANCE OF 5.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 282.61 SQUARE FEET, OR 0.006 ACRES, MORE OR LESS.

SHEET 1 OF 2
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SURVEYOR'S NOTES:

1. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33-18-24 EAST, AS BEING NORTH 89°31'11" WEST.
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS WEBSITE.

JOB #: 20220222

DATE: 2/16/26

SCALE: 1" = 20'

CALC BY: WB

DRAWN BY:

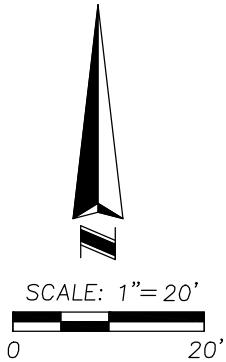
CHECKED BY: WB

FOR THE LICENSED BUSINESS #8627 BY:

JAMES L. RICKMAN, PSM #5633

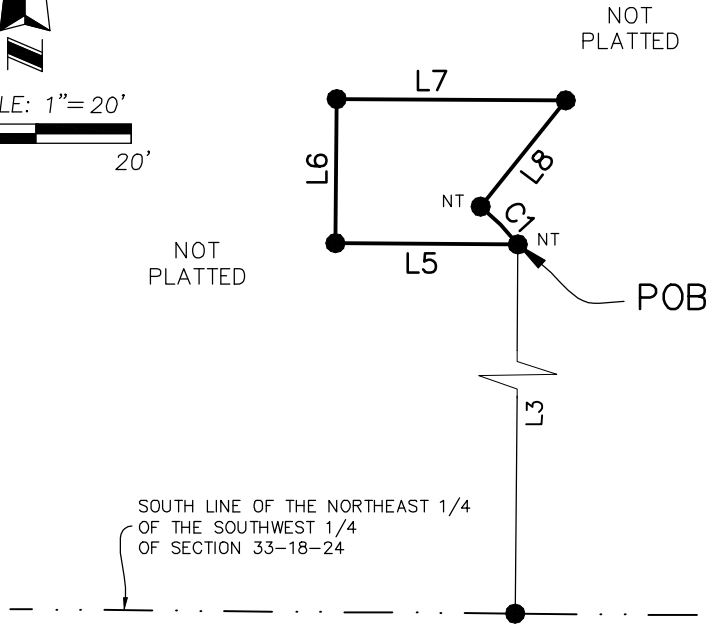
SKETCH DESCRIPTION

NOT A SURVEY



NOT
PLATTED

NOT
PLATTED



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°24'41"E	1330.43'
L2	N89°31'11"W	645.29'
L3	N00°28'49"E	225.15'
L5	N89°35'56"W	18.99'
L6	N00°24'04"E	15.00'
L7	S89°35'56"E	23.82'
L8	S38°47'48"W	14.14'

SOUTH LINE OF THE NORTHEAST 1/4
OF THE SOUTHWEST 1/4
OF SECTION 33-18-24

SOUTHEAST CORNER OF
THE NORTHEAST 1/4 OF
THE SOUTHWEST 1/4 OF
SECTION 33-18-24

EAST LINE OF THE
SOUTHWEST 1/4 OF
SECTION 33-18-24

POC
SOUTH 1/4 CORNER
OF SECTION 33-18-24

SECTION 33-18-24
SECTION 4-19-24

CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	25.00'	S44°48'55"E	5.56'	012°46'35"	5.57'

SYMBOL AND ABBREVIATION LEGEND:

- CHANGE IN DIRECTION
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- NT NON-TANGENT

JOB #: 20220222

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SCALE: 1" = 20'

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SHEET 2 OF 2

SEE SHEET 1
FOR LEGAL DESCRIPTION



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LEGAL DESCRIPTION

NOT A SURVEY

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST OF LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 33; THENCE RUN NORTH 00°24'41" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1330.43 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 89°31'11" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 630.16 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°28'49" EAST FOR A DISTANCE OF 253.22 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°19'34" EAST FOR A DISTANCE OF 25.37 FEET; THENCE RUN NORTH 68°35'55" WEST FOR A DISTANCE OF 9.71 FEET; THENCE RUN NORTH 21°24'05" EAST FOR A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 68°35'55" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 00°19'34" WEST FOR A DISTANCE OF 22.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF NORTH 55°26'02" WEST, AND A CHORD DISTANCE OF 3.69 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'47" FOR A DISTANCE OF 3.69 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 38°47'48" WEST FOR A DISTANCE OF 19.21 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 613,096 SQUARE FEET, OR 14.07 ACRES, MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH OF DESCRIPTION



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3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS WEBSITE.

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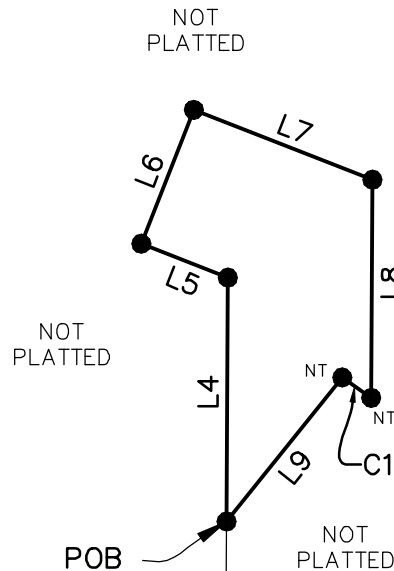
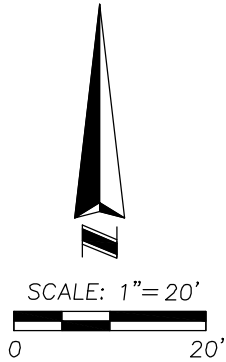
CHECKED BY: WB

FOR THE LICENSED BUSINESS #8627 BY:

JAMES L. RICKMAN, PSM #5633

SKETCH DESCRIPTION

NOT A SURVEY



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°24'41"E	1330.43'
L2	N89°31'11"W	630.16'
L3	N00°28'49"E	253.22'
L4	N00°19'34"E	25.37'
L5	N68°35'55"W	9.71'
L6	N21°24'05"E	15.00'
L7	S68°35'55"E	20.00'
L8	S00°19'34"W	22.70'
L9	S38°47'48"W	19.21'

SOUTH LINE OF THE NORTHEAST 1/4
OF THE SOUTHWEST 1/4
OF SECTION 33-18-24

SOUTHEAST CORNER OF
THE NORTHEAST 1/4 OF
THE SOUTHWEST 1/4 OF
SECTION 33-18-24

EAST LINE OF THE
SOUTHWEST 1/4 OF
SECTION 33-18-24

POC
SOUTH 1/4 CORNER
OF SECTION 33-18-24

SECTION 33-18-24
SECTION 4-19-24

CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	25.00'	N55°26'02"W	3.69'	008°27'47"	3.69'

SYMBOL AND ABBREVIATION LEGEND:

- CHANGE IN DIRECTION
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR AND MAPPER
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SHEET 2 OF 2

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

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: May 14, 2026

DATE SUBMITTED: May 6, 2026

SUBMITTED BY: City Attorney

Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116: On January 21, 2025, Ms. Herald filed a two-count complaint against the City for negligent hiring and negligent supervision of former City employee Jabari Hopkins. Ms. Herald seeks damages in excess of \$50,000 for emotional distress associated with Mr. Hopkins' criminal activities of reselling an occupied crematory vault and disturbing the remains of her late husband. On September 21, 2023 Mr. Hopkins entered a plea to the charges and was adjudicated guilty and sentenced to 5 years probation. Attorney Joshua Walker of Walker, Revels, Greninger, PLLC has been appointed to defend the City. The City is preparing responses to discovery requests, and assembling documents to provide attorney Walker to assist in the City's defense.

Legislative Update:

SB 506 (Chapter 2026-49)

Effective April 23, 2026 an exemption from the Public Records Act is created for body camera recordings recorded by a code enforcement officer. The exemption from disclosure is for recordings taken within the interior of a private residence, within the interior of a facility that offers health care, mental health care, or social services, or a place that a reasonable person would expect to be private. It may be disclosed by a local government in furtherance of its official duties and responsibilities or to another governmental agency in the furtherance of its official duties and responsibilities. Body camera recordings must be retained for at least 90 days. By October 1, 2026 the retention requirement must be adopted by rule by the Division of Library and Information Services of the Department of State.

SB1134 (Chapter 2026-043)

Effective January 1, 2027, a potential recipient of a city contract or grant must certify to the city that it does not and will not use city funds in requiring its employees, contractors, volunteers, vendors or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, or inclusion as defined in s.166.04971(1), F.S. Additionally, the City may not fund or promote any official action, including, but not limited to, the adoption or enforcement of ordinances, resolutions, rules, regulations, programs, or policies, as it relates to diversity, equity, and inclusion; establish, sustain, support, or staff a diversity,

equity, and inclusion office; provide or authorize funds to be used to promote diversity, equity, and inclusion initiatives.

HB 929 (Chapter 2026-55)

Prohibits a city from enacting an ordinance, regulation, or polity that prevents or has the effect of preventing a person who is a member of the Miccosukee Tribe or Seminole Tribe from constructing a chickee as defined by statute in a side yard with at least a 10 ft. setback, or near another structure if the chickee is at least 10 ft. from another structure. A city is further prohibited from enacting an ordinance, regulation, or policy concerning chickees that is more restrictive than federal floodplain management. A chickee is exempt from the Florida Fire Prevention Code if it is at least 20 feet from another structure subject to the Florida Building Code, or if the chickee otherwise implements fire-proofing measures approved by a certified fire protection system contractor. **Effective July 1, 2026.**

HB 1217 (Chapter 2026-045)

Effective July 1, 2026, prohibits governmental policies regulating greenhouse gas emissions. Public funds cannot be used to support, implement or advance a policy, program or initiative designed to achieve a balance between total amount of greenhouse gas emitted with an equal amount removed, including procurement or purchase preferences for a product or vendor, membership or subscription fees, etc.

FUNDS BUDGETED: N/A

ATTACHMENT: None

RECOMMENDATION: N/A

ACTION: N/A