

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA
OCTOBER 8, 2026, at 6:00 p.m.**

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – **Pastors Gavin Frost and Daniel McLean**, Heritage
Community Church (both pastors attending)

Pledge of Allegiance –Police Chief Henry Rains

2. ROLL CALL

3. RECESS TO THE COMMUNITY REDEVELOPMENT AGENCY

6:05 p.m. or as soon thereafter as possible

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 City Commission Meeting Minutes

Special Meeting Minutes dated September 21, 2026

Regular Meeting Minutes dated September 24, 2026

5. REGULAR AGENDA

6. PUBLIC HEARINGS

- (a) **Second and Final Reading of Ordinance 2026-011, Annexation of Approximately 25.41± Acres of Property Generally Located East of US Hwy 27/441 and South of S. Grays Airport Road. Petitioner: Fruitland Park Development V, LLC on behalf of the owners, Richard D. Gunter and Agnes S. Berry, Trustee– Kensington Gardens.** (city attorney/city manager/community development director)
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 25 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF GRAY'S AIRPORT ROAD AND EAST OF US HIGHWAY 27/441; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.
- (b) **Second and Final Reading of Ordinance 2026-014, Amendment to Exhibit B Incorporating a Fuel Adjustment Rate – Waste Management Inc.** (city attorney/city manager)
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING RATES FOR THE PROVISION OF WASTE MANAGEMENT SERVICES TO THE RESIDENTS OF THE CITY OF FRUITLAND PARK; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND WASTE MANAGEMENT SERVICES TO INCORPORATE AND REPLACE EXHIBIT B; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

- (c) **Second and Final Reading of Ordinance 2026-015, Approval of a 3% Increase in Water Usage Rates.** (city manager/city attorney/finance director)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION A-27 IN APPENDIX A OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WATER UTILITY RATES BASED ON JULY 2026 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

- (d) **Second and Final Reading of Ordinance 2026-016, Approval of a 3% Increase in Wastewater Usage Rates.** (city manager/city attorney/finance director)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING A-6 IN APPENDIX A OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WASTEWATER UTILITY RATES BASED ON JULY 2026 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

- (e) **Second and Final Reading of Ordinance 2026-018, Approval of Drinking Water State Revolving Fund Loan Agreement DW350830.** (city attorney/city manager)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; APPROVING THE DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT FOR PROJECT DW350830 IN THE FUNDING AMOUNT OF \$347,004 WITH ESTIMATED PRINCIPAL FORGIVENESS OF \$173,502, ZERO PERCENT PER ANNUM INTEREST RATE ON THE UNPAID PRINCIPAL LOAN FOR A TERM OF 20 YEARS; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

END OF PUBLIC HEARING

7. (a) City Manager

(b) City Attorney

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

(d) Commissioner Raysin

(e) Commissioner Goldberg

11. MAYOR'S COMMENTS

12. ADJOURNMENT

DATES TO REMEMBER

Mondays, Wednesdays & Fridays

**Indoor Aerobics Classes at the
Gardenia Center 9:15 a.m.**

Thursday, October 22nd

City Commission Meeting

Saturday, October 24th

**Blues Brews & Bites Gardenia
Center 6:30 – 9:30 p.m.**

Saturday, October 31st

Halloween at Shiloh

For additional events, please visit <https://events.fruitlandpark.org/>

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

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

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

**PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE
MODE.**

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

ITEM TITLE: **Consent Agenda – Minutes**

MEETING DATE: October 8, 2026

DATE SUBMITTED: October 1, 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) Minutes Approval

September 21, 2026	Special City Commission Meeting
September 24, 2026	Regular City Commission Meeting

FUNDS BUDGETED: N/A

ATTACHMENTS: Draft minutes

RECOMMENDATION: Consider approval of the consent agenda as presented.

ACTION: **Approval of the Consent Agenda**

**FRUITLAND PARK CITY COMMISSION
SPECIAL MEETING MINUTES
SEPTEMBER 21, 2026**

A special meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida on Monday, September 21, 2026, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, Commissioners Martina Williams and Al Goldberg.

Members Absent: Commissioner Michael Raysin

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, Interim Community Development Director Michael Rankin; Human Resources Coordinator Ellen King; Finance Director Kim Gerhke, and Gwen Johns, City Clerk.

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

After Mayor Cheshire called the meeting to order, an Invocation was given by Pastor Chuck Padgett, Trinity Assembly of God.

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

2. ROLL CALL

After the Invocation and Pledge of Allegiance, Mayor Cheshire requested that Ms. Johns call roll where a quorum was declared present.

3. PUBLIC HEARING

(a) Second Reading of Ordinance 2026-017, Pertaining to the EMS MSTU with Lake County for the Provision of Ambulance and Emergency Medical Services.

Ms. Geraci-Carver read Ordinance 2026-017 by title only.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CONSENTING TO THE INCLUSION OF THE CITY OF FRUITLAND PARK, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT (MSTU) FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MSTU FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Goldberg to approve the second reading of Ordinance 2026-017.

Carl Yauk, 1123 Ritter Road, discussed his thoughts with regard to the EMS MSTU ordinance. He questioned whether proper public notice procedures were followed.

Ms. Geraci-Carver advised that the City had complied with Florida Statutes which requires that a public notice be published ten (10) days prior to adoption hearing. The ordinance was also posted with the agenda and a business impact statement the on city's website.

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

END OF PUBLIC HEARING

4. OTHER BUSINESS

15. ADJOURNMENT

The meeting adjourned at 6:06 p.m.

Gwen Johns, MMC, City Clerk

Chris Cheshire, Mayor

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
SEPTEMBER 24, 2026**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida on Thursday, September 24, 2026, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, Commissioners Martina Williams, Al Goldberg, and Michael Raysin

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, Police Officer Heidt, Human Resources Coordinator Ellen King; Finance Director Kim Gehrke; Community Development Administrative Manager Sharon Williams, Permit Tech Kelli Fielder, Interim Community Development Director Michael Rankin, Director of Community Services Barbara Fields, and City Clerk Gwen Johns.

Total Attendance: 27

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

After Mayor Cheshire called the meeting to order, an Invocation was given by Pastor Gregory Yarbrough, Trinity Assembly of God.

Vice Mayor DeGrave led the Pledge of Allegiance to the flag.

2. ROLL CALL

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

3. PRESENTATION

Mayor Cheshire read and presented a Proclamation to Suzanne van de Velde, Local President, National Society of Colonial Dames 17th Century, marking the Historic Grounds at Rose Plantation.

4. CONSENT AGENDA

(a) Approval of Minutes.

August 4, 2026	Regular City Commission Meeting
August 4, 2026	Special City Commission Meeting
August 27, 2026	Regular City Commission Meeting
September 10, 2026	Regular City Commission Meeting

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

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

5. REGULAR AGENDA

(a) Resolution 2026-052, Reappointment of City Attorney through September 30, 2027

Ms. Geraci-Carver read Resolution 2026-052 by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING ANITA GERACI-CARVER AS CITY ATTORNEY; PROVIDING FOR THE TERM; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Raysin and seconded by Vice Mayor DeGrave to approve Resolution 2026-052, as presented.

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

(b) Resolution 2026-049, Utility Impact Fee Agreement for The Enclave at Lake Geneva (overall parcels A-H) comprised of approximately 190 acres. Petitioner: Fruitland Park Development IV, LLC.

Ms. Geraci-Carver read Resolution 2026-049 by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE UTILITY IMPACT FEE AGREEMENT BETWEEN THE CITY AND FRUITLAND PARK DEVELOPMENT IV, LLC RELATING TO A RESIDENTIAL PROJECT KNOWN AS THE ENCLAVE AT LAKE GENEVA GENERALLY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Robb Dicus, Public Works Director, explained that the developer will increase the water main from 8 inches to 12 inches and the sewer force main from 4 inches to 8 inches to accommodate the project and future growth. He stated that when the City requests infrastructure upgrades beyond project requirements, the City will share the additional cost with the developer.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve Resolution 2026-049, as presented.

Mayor Cheshire called for public comments. There were none.

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

6. PUBLIC HEARING

(a) Second Public Hearing – Resolution 2026-050, Adopting the Final Millage Rate of 3.9134 Mills for FY 2026-2027.

Ms. Geraci-Carver announced this 2nd public hearing for the City of Fruitland Park budget for the fiscal year 2026-2027. The City of Fruitland Park is prepared to set a final millage rate of 3.9134 mills, which is a 0.84% increase over the rolled back rate of 3.8808. The proposed millage rate is the same rate as the last nine years.

Ms. Geraci-Carver read Resolution 2026-050 by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A FINAL MILLAGE RATE OF 3.9134 LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2026-2027; PROVIDING AN EFFECTIVE DATE.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve Resolution 2026-050, as presented.

Mayor Cheshire called for public comments.

Bob Wille, 843 Berry Hill Circle, asked about the change in the City's budget from the prior year in relation to the proposed millage rate. Mayor Cheshire referenced the budget figures included in the agenda packet.

Mitchell Langley, 101 S Valley Road, asked about the City's investments, earnings, available funds, and reserve balances that were not reflected in the budget.

Carl Yauk, 1123 Ritter Road, discussed the millage rate. He requested more detailed minutes.

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

(b) Second Public Hearing – Resolution 2026-051, Adopting the Final Budget for Fiscal Year 2026-2027.

Ms. Geraci-Carver read Resolution 2026-051 by title only.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2026-2027; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Manila summarized budget adjustments made in response to feedback from the City Commission.

A motion was made by Commissioner Williams and seconded by Commissioner Goldberg to approve Resolution 2026-051, as presented.

Mayor Cheshire called for public comments.

Carl Yauk, 1123 Ritter Road, commented on proposed road resurfacing in The Villages and discussed the cost and longevity of micro-resurfacing compared to full resurfacing.

Ms. Manila responded that while micro resurfacing is in the budget, other options are being considered.

John Labriola, Christian Family Coalition, discussed the Book Page subscription, and urged the City Commission to remove that publication from the Library.

Kristen Nelson, 2928 Tangerine Court, Leesburg, voiced her support for Mr. Labriola's comments.

Bob Wille, 843 Berry Hill Circle, commented on information available on the City's website and referenced the August 4, 2026, City Commission Budget Workshop minutes.

Mitchell Langley, 101 S Valley Road, asked whether additional budget cuts were considered in lieu of staffing reductions and reduced pool hours.

Sarah McCallum, 2125 Miller Blvd, spoke about the budget process and stated she had anticipated more creativity with the budget.

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

(c) First Reading of Ordinance 2026-018, Approval of Drinking Water State Revolving Fund Loan Agreement DW350830. (city attorney/city manager)

Ms. Geraci-Carver read Ordinance 2026-018 by title only.

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; APPROVING THE DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT FOR PROJECT DW350830 IN THE FUNDING AMOUNT OF \$347,004 WITH ESTIMATED PRINCIPAL FORGIVENESS OF \$173,502, ZERO PERCENT PER ANNUM INTEREST RATE ON THE UNPAID PRINCIPAL LOAN FOR A TERM OF 20 YEARS; ESTABLISHING PLEDGED REVENUES; DESIGNATING

**AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES;
PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

Ms. Manila reviewed the \$19.2 million State Revolving Fund (SRF) loan/grant, which includes planning, design, and construction phases. She stated that the City will repay 50% of the funding at 0% interest. The project includes improvements to Water Treatment Plants Nos. 1 and 6 and construction of Water Treatment Plant No. 7.

A motion was made by Commissioner Williams and seconded by Vice Mayor DeGrave to approve the first reading of Ordinance 2026-018, as presented.

Heather Delaporte, 737 Sugarfoot Lane, asked about funding for the water treatment plant. Ms. Manila stated the loan would be supported by user fee revenues, with impact fees potentially being used for repayment.

Mitchell Langley, 101 S Valley Road, asked about the City's \$9.6 million repayment obligation, future rate increases, and pipe selection. Ms. Manila anticipated future rate increases, and Mr. Dicus stated the City would select and check the pipe to ensure it is appropriate.

Jolene Peters, 815 Fairchild Lane, asked whether Pine Ridge and Village of Pine Hills residents would contribute to the new treatment plant. Ms. Manila responded that those areas are served by separate water and sewer systems and would not contribute to the cost of the new facility.

Carl Yauk, 1123 Ritter Road, commented on the state-funded grant portion of the project and sought clarification regarding whether the project includes new or larger water lines.

Mayor Cheshire called for public comments.

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

END OF PUBLIC HEARING

6. (a) City Manager

(b) City Attorney

7. UNFINISHED BUSINESS

There was no unfinished business.

8. PUBLIC COMMENTS

Carl Yauk, 1123 Ritter Road, suggested using utility bill inserts for City communications, extending Library hours, and exploring solar panels on municipal buildings. He questioned the fairness with respect to the increase in sewer and water rates even though some loans have been paid off this year.

Mitchell Langley, 101 S Valley Road, expressed concerns regarding communication and requested that resident questions, including those regarding reserve fund balances, be addressed when information is available.

Heather Delaport, 737 Sugarfoot Lane, asked about notification of development to residents, Ms. Geraci-Carver explained the statutory guided public notice process.

Bob Wille, Berry Hill Circle, discussed capacity and asked staff to provide data related to development and capacity.

John Labriola, Christian Family Coalition, commented on the Book Page subscription and suggested a designated day in remembrance of Charlie Kirk.

Kristen Nelson, 2928 Tangerine Court, Leesburg, suggested designating a special day in recognition of Charlie Kirk.

George Mulford, 1703, Leesburg complimented the beautification improvements in the right-of-way at Lake and Willard Streets. Ms. Manila credited Robb Dicus and staff for the improvements.

Sarah McCallum, 2125 Miller Blvd, discussed city wastewater capacity and noted that up to 3,300 existing homeowners might eventually need to connect to the sewer system, stating she would resubmit her remaining unanswered questions to Mr. Rankin. In response, Mayor Cheshire clarified that many of these homes are located in The Villages, where city sewer service is not present and will never be available for residents currently on septic. However, the Mayor did acknowledge that homes near Shiloh represent an exception, where city sewer access may be provided to residents if their septic systems fail.

9. COMMISSIONERS' COMMENTS

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

10. MAYOR'S COMMENTS

Mayor Cheshire announced the following important dates:

11. ADJOURNMENT

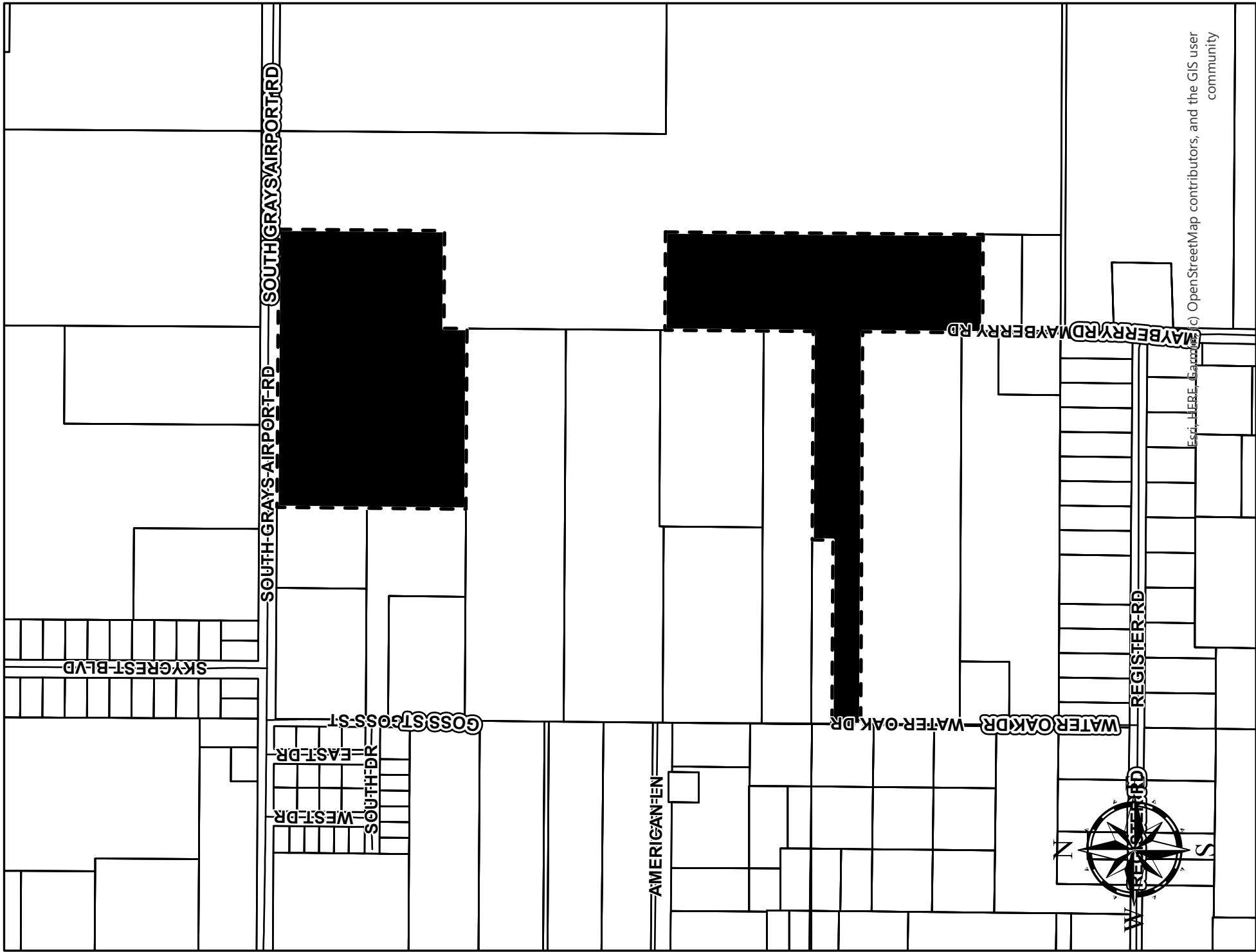
The meeting adjourned at 7:02

Gwen Johns, MMC, City Clerk

Chris Cheshire, Mayor

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

ITEM TITLE:	Second and Final Reading of Ordinance 2026-011 Annexation – Kensington Gardens
MEETING DATE:	October 8, 2026
DATE SUBMITTED:	September 30, 2026
SUBMITTED BY:	City Attorney/City Manager/Community Development Director
BRIEF NARRATIVE:	The applicant is seeking voluntary annexation into the city to receive city services and develop a proposed 308 unit single family subdivision 131 – 40' x 115' (4,600 sf) lots and 177 – 50' x 115' (5,750 sf) lots. The properties are located east of US Hwy 27/441 and south of S. Grays Airport, a designated urban connector road. The properties considered for annexation are contiguous to the city boundaries and would assist in eliminating a portion of an existing enclave. Seven (7) parcels located in “unincorporated” Lake County (alternate keys 1284929, 1284937, 1285186, 1285267, 1285275, 1285305 and 3645162) are being considered for annexation for the proposed development; note, however, one of the properties (alternate key 2856351) is already located within Fruitland Park’s city limits and is thereby not considered for annexation. On September 10, 2026, the first reading of Ordinance 2026-011 failed by a majority vote of the City Commission. The ordinance is being presented for second reading.
FUNDS BUDGETED:	None
ATTACHMENTS:	Ordinance 2026-011 and maps
RECOMMENDATION:	Consider approval or denial of Ordinance 2026-011
ACTION TO BE TAKEN:	Approve or deny Second Reading of Ordinance 2026-011



ORDINANCE 2026-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 25 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF GRAY'S AIRPORT ROAD AND EAST OF US HIGHWAY 27/441; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Wohlfarth Consultants, LLC., as Applicant on behalf of Richard D. Gunter and Agnes S. Berry, Trustee as Owners, requesting that approximately 25.00 ± acres of real property generally located south of Gray's Airport Road and east of US Highway 27/441 (the "Property") be annexed to and made a part of the City of Fruitland Park; and

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

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

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

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

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

Section 1.

The following described property consisting of approximately 25.00 acres of land generally located south of Gray's Airport Road and east of US Highway 27/441, contiguous to the City limits, is hereby incorporated into and made part of the City of Fruitland Park Florida. The property is more particularly described as follows:

LEGAL DESCRIPTION: See Exhibit "A"

Parcel Alternate Key No. 1285267, 1285305, 1285275, 1285186, 3645162, 1284929, and 1284937

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

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

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

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

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

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 8th day of October, 2026.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Keough-Johns, City Clerk

Anita Geraci-Carver, City Attorney

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

First Reading Failed Sept 10, 2026
Passed Second Reading Oct 8, 2026

(SEAL)

EXHIBIT 'A'

(GUNTER PROPERTY)

PARCEL 1: Alternate Key 1285186

THE EAST 396 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2: Alternate Key 3645162

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA AND RUN SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT THAT IS 70.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; FROM SAID POINT RUN EAST, PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN WEST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENT TO FLORIDA POWER CORPORATION RECORDED NOVEMBER 21, 1990, IN OFFICIAL RECORDS BOOK 1084, PAGE 2319, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: Alternate Key 1285305

THE WEST 924 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, RUN S.00°14'00"W. ALONG THE WEST LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 75.66 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE S.00°14'00"W. ALONG SAID WEST LINE 258.57 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE N.89°55'55"E. ALONG THE SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 418.55 FEET; THENCE N.00°14'00"E. 258.4 FEET; THENCE S.89°57'17"W. 418.55 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THOSE LANDS AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1415, PAGE 1319, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 4: Alternate Key 1285267

THE EAST 105.0 FEET OF THE WEST 819.0 FEET OF THE NORTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LESS: RIGHT-OF-WAY FOR COUNTY ROAD.

PARCEL 5: Alternate Key 1285275

THE EAST 105.0 FEET OF THE WEST 924.0 FEET OF THE NORTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LESS: RIGHT-OF-WAY FOR COUNTY ROAD.

(BERRY PROPERTY)

Alternate Key 1284929

THE WEST QUARTER (1/4) OF THE SOUTH EAST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 34, TWP. 18, SOUTH RANGE 24 EAST, LESS THE SOUTH 262.4 FT. THEREOF, CONTAINING 8.2 ACRES MORE OR LESS, FRUITLAND PARK, LAKE COUNTY, FLORIDA.

TOGETHER WITH:

Alternate Key 1284937

SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 34, TOWNSHIP 18, SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; LESS AND EXCEPT – THE NORTH 70 FEET OF THE WEST 622 FEET THEREOF.

LEGAL DESCRIPTIONS (KENSINGTON GARDENS)

(LOGAN PROPERTY) Alternate Key **2856351** (not included for annexation)

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LESS ROAD ON NORTH, AND THE EAST 3/4, OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, RUN SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET MORE OR LESS, TO A POINT THAT IS 70.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; FROM SAID POINT RUN EAST, PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN WEST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENT TO FLORIDA POWER CORPORATION RECORDED NOVEMBER 21, 1990, AT O.R. BOOK 1084, PAGE 2319, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

(GUNTER PROPERTY)

PARCEL 1: Alternate Key **1285186**

THE EAST 396 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2: Alternate Key **3645162**

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE

COUNTY, FLORIDA AND RUN SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT THAT IS 70.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; FROM SAID POINT RUN EAST, PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN WEST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENT TO FLORIDA POWER CORPORATION RECORDED NOVEMBER 21, 1990, IN OFFICIAL RECORDS BOOK 1084, PAGE 2319, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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TOGETHER WITH:

(BERRY PROPERTY) Alternate Key **1284929**

THE WEST QUARTER (1/4) OF THE SOUTH EAST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 34, TWP. 18, SOUTH RANGE 24 EAST, LESS THE SOUTH 262.4 FT. THEREOF, CONTAINING 8.2 ACRES MORE OR LESS, FRUITLAND PARK, LAKE COUNTY, FLORIDA.

TOGETHER WITH: Alternate Key **1284937**

SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 34, TOWNSHIP 18, SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; LESS AND EXCEPT – THE NORTH 70 FEET OF THE WEST 622 FEET THEREOF.

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 # **01319055**
in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

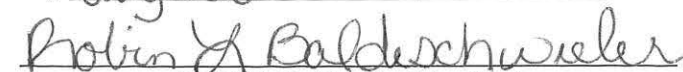
AUGUST 10, 2026

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 10

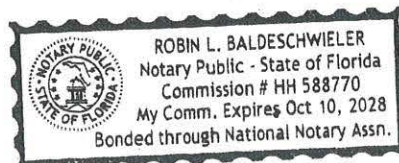
day August 2026.


Robin L. Baldeschwieler, Notary

Personally Known _____ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2026-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 25 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF GRAY'S AIRPORT ROAD AND EAST OF US HIGHWAY 27/441; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2026-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK SINGLE-FAMILY LOW DENSITY AND LAKE COUNTY REGIONAL OFFICE TO CITY OF FRUITLAND PARK SINGLE FAMILY MEDIUM DENSITY OF 58.16 +/- ACRES AND FROM LAKE COUNTY REGIONAL COMMERCIAL TO MULTI-FAMILY LOW DENSITY OF 13.11 +/- ACRES OF PROPERTY GENERALLY LOCATED EAST OF U.S. HWY 27/441, SOUTH OF SOUTH GRAYS AIRPORT ROAD AND NORTH OF REGISTER ROAD; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2026-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 71.26 +/- ACRES OF PROPERTY FROM CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD), CITY OF FRUITLAND PARK SINGLE FAMILY LOW DENSITY RESIDENTIAL (R-2), LAKE COUNTY RURAL RESIDENTIAL (R-1), LAKE COUNTY AGRICULTURE (A), AND LAKE COUNTY COMMUNITY COMMERCIAL DISTRICT (C-2) TO CITY OF FRUITLAND PARK RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED EAST OF US HWY. 441/27 AND SOUTH OF GRAYS AIRPORT ROAD; 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.

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

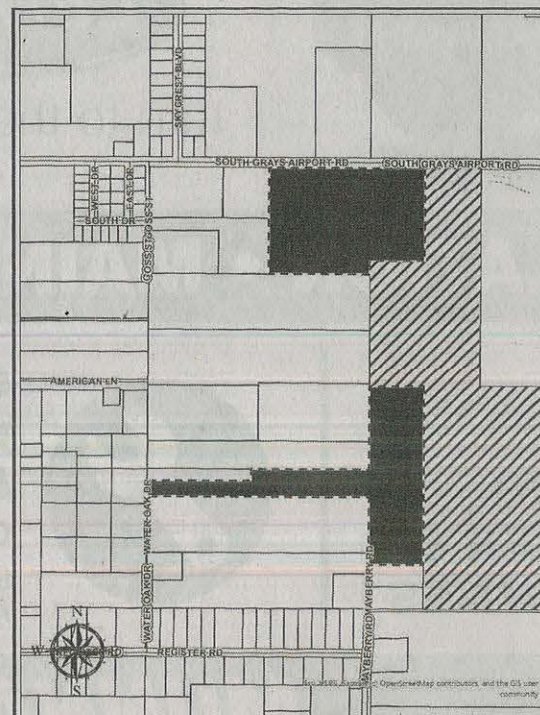
Planning & Zoning Thursday, August 20, 2026 @ 6:00 p.m.

Land Planning Agency Meeting, Thursday, August 20, 2026 @ 6:05 p.m.

City Commission 1st Reading Thursday, September 10, 2026 @ 6:00 p.m.

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

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



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 # **01324150**
in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

SEPTEMBER 21, 2026

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

AS
(Signature Of Affiant)

Sworn to and subscribed before me this 21

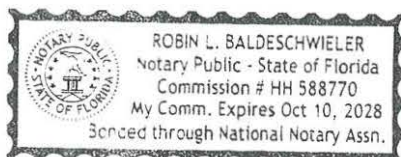
day September 2026.

Robin L Baldeschwieler
Robin L Baldeschwieler, Notary

Personally Known ✓ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2026-011

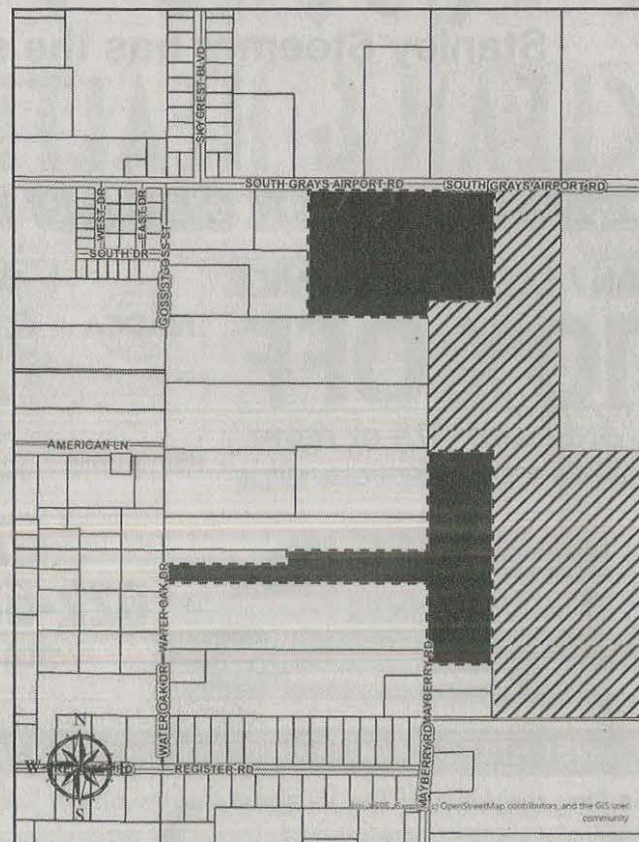
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
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CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE
PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES,
TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 25 ±
ACRES OF LAND GENERALLY LOCATED SOUTH OF GRAY'S AIRPORT
ROAD AND EAST OF US HIGHWAY 27/441; DIRECTING THE CITY
MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE
AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE
LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE
STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND
SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance will be considered at the following public
meeting:

City Commission 2nd Reading Thursday, October 8, 2026 @ 6:00 p.m.

The public meetings will be held in the Commission Chambers located
at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These
meetings are open to the public and hearings may be continued as
determined by the commission from time to time to a time/date certain.
The proposed ordinances and metes and bounds legal description of
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The Villages[®] DAILY SUN

Published Daily
State of Florida
County Of Sumter

Affidavit of Publication

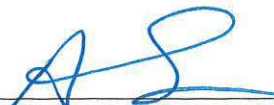
Before the undersigned authority personally
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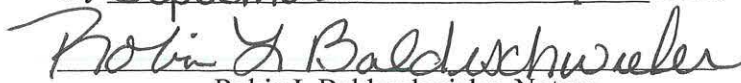
SEPTEMBER 21, 2026
SEPTEMBER 28, 2026

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chapter 50, Florida Statutes.


(Signature Of Affiant)

Sworn to and subscribed before me this 28

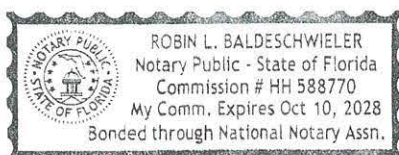
day September 2026.


Robin L Baldeschwieler, Notary

Personally Known ☒ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2026-011

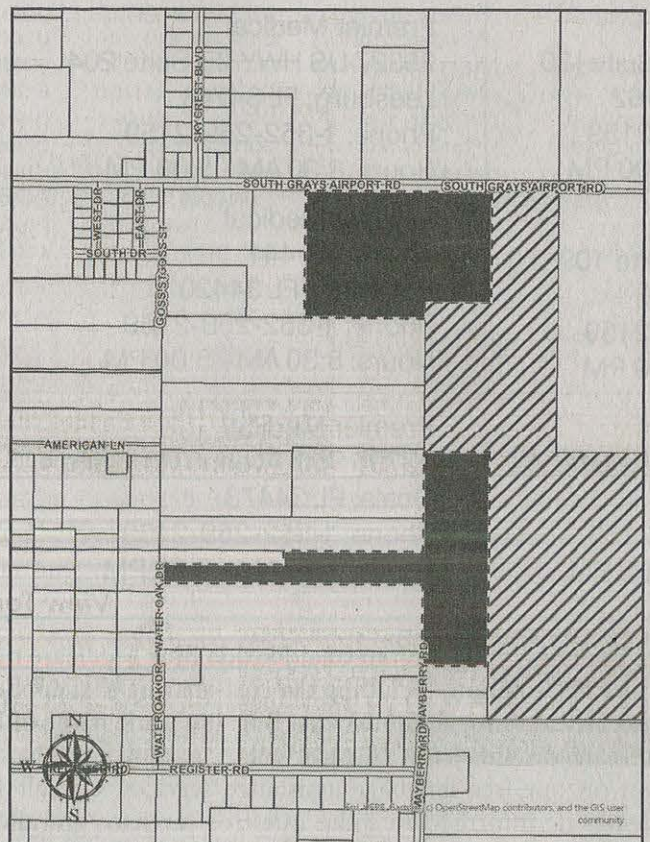
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE
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PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES,
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at least 48 hours before the date of the scheduled hearing.



CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET

Item Number: 6b

ITEM TITLE: **Second Reading and Public Hearing Ordinance 2026-014 Amendment to Exhibit B Incorporating a Fuel Adjustment Rate – Waste Management Inc.**

MEETING DATE: October 8, 2026

DATE SUBMITTED: October 1, 2026

SUBMITTED BY: city attorney/city manager

BRIEF NARRATIVE: **Ordinance 2026-014**, if approved, increases the solid waste collections rate effective after the second reading on October 8, 2026. Contractually, on a semi-annual basis, Waste Management has the right to adjust for the cost of diesel fuel that exceeds \$4.50 per gallon as determined by reference to the Energy Information Administration of the US Department of Energy website that reports average prices of diesel fuel for the lower Atlantic United States. The average cost is calculated and then the fuel cost modifier is applied per Exhibit “C” of the 2011 Waste Management contract. The average price for diesel for the months of January 2026 – June 2026 was \$4.59 (Attachment A). Per Attachment B, the modifier is .45%. For residential customers this equates to an 11-cent increase per month on their garbage bill for a total of \$36.28. The new rate schedule, including the fuel surcharge, is Attachment C.

The first reading was held on August 27, 2026 and failed by a 3 to 2 vote.

The current Agreement includes Section 17. Unusual Changes or Costs. Section 17 includes two separate provisions relating to adjusts. Subsection a. allows Waste Management to petition the City for adjustments on the basis of unusual changes in its cost of doing business such as revised laws or changes in location of disposal sites. Although the City cannot unreasonably deny the petition, the City does have some discretion in approving the requested adjustment. However, by the terms of the contract, Waste Management has the right to adjust the rate to reflect a change in the cost of diesel fuel that exceeds \$4.50 per gallon if the formula included in the Agreement is met. Subsection b. states in part, “*Collector shall have the right, on a semi-annual basis, to adjust the applicable rate charged to reflect a change in the cost of diesel fuel.....*”. The adjustment is applied in arrears. Denial of the rate adjustment may lead to Waste Management alleging the City is in breach of contract.

FUNDS BUDGETED: N/A

ATTACHMENTS: Ordinance 2026-014
Attachment A – Calculation of Average Diesel Fuel Cost; Attachment B - Fuel Surcharge Calculator; Attachment C - New Rate Schedule

RECOMMENDATION: **Approval of Ordinance 2026-014**

ORDINANCE 2026-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING RATES FOR THE PROVISION OF WASTE MANAGEMENT SERVICES TO THE RESIDENTS OF THE CITY OF FRUITLAND PARK; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND WASTE MANAGEMENT SERVICES TO INCORPORATE AND REPLACE EXHIBIT B; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Waste Management Inc. of Florida provides consistent, reliable, and more than satisfactory service to the City of Fruitland Park and its residents and in February of 2022 the City Commission extended the franchise agreement with Waste Management Inc. of Florida, as thereafter amended (the “Agreement”); and

WHEREAS, the Agreement provides for calculation of rates; and

WHEREAS, the City Commission of the City of Fruitland Park finds and determines that it is necessary to amend the rates pursuant to the terms of the Agreement; and

WHEREAS, the parties wish to amend the Agreement to include the amended rates; and

WHEREAS, the City Commission desires to approve the rates as set forth herein and amend Section A-4. in Appendix A of the Code of Ordinances to include the amended rates; and

WHEREAS, the City Commission also desires to memorialize the rate adjustment by approving an amendment to the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA.

Section 1. The City of Fruitland Park hereby adopts the schedule of rates as set forth in Exhibit B attached hereto pursuant to the terms of the Agreement with Waste Management Inc. of Florida. Such rates shall be effective for the invoice sent by the City to customers in October 2026. Exhibit B is incorporated in the Amendment to Agreement being adopted in this Ordinance.

Section 2. The Amendment to the Agreement between the City of Fruitland Park and Waste Management Inc. of Florida, a copy of which is attached hereto, is approved.

Section 3. Conflict. All ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Codification. The rates as set forth in this ordinance are intended to be incorporated into the Code of Ordinances of the City of Fruitland Park, Florida and the sections of this ordinance

may be renumbered, relettered, and the word “ordinance” may be changed to “section”, “article”, or such other word or phrase in order to accomplish such intention.

Section 5. Severability. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

Section 6. This Ordinance shall be effective upon passage.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 8th day of October, 2026.

Chris Cheshire, Mayor

Attest:

Gwen Johns, City Clerk

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

First Reading: 8/27/2026

Second Reading: 10/8/2026

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**AMENDMENT TO RESTATED SOLID WASTE COLLECTION AGREEMENT BETWEEN THE CITY
OF FRUITLAND PARK AND WASTE MANAGEMENT INC. OF FLORIDA**

THIS AMENDMENT TO RESTATED SOLID WASTE COLLECTION AGREEMENT by and between the CITY OF FRUITLAND PARK, Florida, a Florida municipal corporation ("City") and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation ("Waste Management" or "Collector").

WHEREAS, Waste Management Inc. of Florida and the City of Fruitland Park are parties to the Restated Solid Waste Collection Agreement and extended in February of 2022 by the City Commission extended the franchise agreement with Waste Management Inc. of Florida, as thereafter further amended (the "Agreement"); and

WHEREAS, the Agreement provides for calculation of rates; and

WHEREAS, the Agreement provides for adjustment of rates for fuel increases and the parties wish to amend the Agreement to include the amended rates;

WHEREAS, the parties desire to replace Exhibit B to the Agreement with a modified Exhibit B that includes the adjusted rates as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, benefits, and representations set forth herein, the parties agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. City of Fruitland Park Collection and Disposal Rates is deleted and replaced with new Exhibit B attached hereto and made a part hereof.
3. This Amendment to Restated Solid Waste Collection Agreement shall be effective upon approval by the City Commission for invoices issued in October 2026 by the City to customers.
4. All other terms of the Agreement not amended as stated herein shall remain in full force and effect.

Dated this 8th day of October 2026.

CITY OF FRUITLAND PARK

By: _____
Chris Cheshire, Mayor

ATTEST:

Gwen Johns, City Clerk

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

ATTEST:

By: _____

_____, President

Attachment A

Lower Atlantic (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices

https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_R1Z_DPG&f=N

11:22:02 GMT-0400 (Eastern Daylight Time)

Source: U.S. Energy Information Administration

Month	Lower Atlantic (PADD 1C) No 2 Diesel Ultra Low Sulfur (0- 15 ppm) Retail Prices Dollars per Gallon	WM Surcharge %	6 month Fuel Average
Jun-26	4.80	0.45%	4.59
May-26	5.26		
Apr-26	5.42		
Mar-26	4.91		
Feb-26	3.64		
Jan-26	3.53		
Dec-25	3.59	0.00%	3.67
Nov-25	3.75		
Oct-25	3.63		
Sep-25	3.67		
Aug-25	3.67		
Jul-25	3.72		
Jun-25	3.55	0.00%	3.58
May-25	3.44		
Apr-25	3.54		
Mar-25	3.60		
Feb-25	3.69		
Jan-25	3.67		

Attachment B

Exhibit "C"

City of Fruitland Park Fuel Surcharge Calculator

DOE avg. at Least	WM Surcharge %	DOE avg. at Least	WM Surcharge %	DOE avg. at Least	WM Surcharge %	DOE avg. at Least	WM Surcharge %
4.50	0.00	5.02	2.60	5.16	5.20	5.68	7.80
4.51	0.05	5.03	2.65	5.17	5.25	5.69	7.85
4.52	0.10	5.04	2.70	5.18	5.30	5.70	7.90
4.53	0.15	5.05	2.75	5.19	5.35	5.71	7.95
4.54	0.20	5.06	2.80	5.20	5.40	5.72	8.00
4.55	0.25	5.07	2.85	5.21	5.45	5.73	8.05
4.56	0.30	5.08	2.90	5.22	5.50	5.74	8.10
4.57	0.35	5.09	2.95	5.23	5.55	5.75	8.15
4.58	0.40	5.10	3.00	5.24	5.60	5.76	8.20
4.59	0.45	5.11	3.05	5.25	5.65	5.77	8.25
4.60	0.50	5.12	3.10	5.26	5.70	5.78	8.30
4.61	0.55	5.13	3.15	5.27	5.75	5.79	8.35
4.62	0.60	5.14	3.20	5.28	5.80	5.80	8.40
4.63	0.65	5.15	3.25	5.29	5.85	5.81	8.45
4.64	0.70	5.16	3.30	5.30	5.90	5.82	8.50
4.65	0.75	5.17	3.35	5.31	5.95	5.83	8.55
4.66	0.80	5.18	3.40	5.32	6.00	5.84	8.60
4.67	0.85	5.19	3.45	5.33	6.05	5.85	8.65
4.68	0.90	5.20	3.50	5.34	6.10	5.86	8.70
4.69	0.95	5.21	3.55	5.35	6.15	5.87	8.75
4.70	1.00	5.22	3.60	5.36	6.20	5.88	8.80
4.71	1.05	5.23	3.65	5.37	6.25	5.89	8.85
4.72	1.10	5.24	3.70	5.38	6.30	5.90	8.90
4.73	1.15	5.25	3.75	5.39	6.35	5.91	8.95
4.74	1.20	5.26	3.80	5.40	6.40	5.92	9.00
4.75	1.25	5.27	3.85	5.41	6.45	5.93	9.05
4.76	1.30	5.28	3.90	5.42	6.50	5.94	9.10
4.77	1.35	5.29	3.95	5.43	6.55	5.95	9.15
4.78	1.40	5.30	4.00	5.44	6.60	5.96	9.20
4.79	1.45	5.31	4.05	5.45	6.65	5.97	9.25
4.80	1.50	5.32	4.10	5.46	6.70	5.98	9.30
4.81	1.55	5.33	4.15	5.47	6.75	5.99	9.35
4.82	1.60	5.34	4.20	5.48	6.80	6.00	9.40
4.83	1.65	5.35	4.25	5.49	6.85	6.01	9.45
4.84	1.70	5.36	4.30	5.50	6.90	6.02	9.50
4.85	1.75	5.37	4.35	5.51	6.95	6.03	9.55
4.86	1.80	5.38	4.40	5.52	7.00	6.04	9.60
4.87	1.85	5.39	4.45	5.53	7.05	6.05	9.65
4.88	1.90	5.40	4.50	5.54	7.10	6.06	9.70
4.89	1.95	5.41	4.55	5.55	7.15	6.07	9.75
4.90	2.00	5.42	4.60	5.50	7.20	6.08	9.80
4.91	2.05	5.43	4.65	5.57	7.25	6.09	9.85
4.92	2.10	5.44	4.70	5.58	7.30	6.10	9.90
4.93	2.15	5.45	4.75	5.59	7.35	6.11	9.95
4.94	2.20	5.46	4.80	5.60	7.40	6.12	10.00
4.95	2.25	5.47	4.85	5.61	7.45	6.13	10.05
4.96	2.30	5.48	4.90	5.62	7.50	6.14	10.10
4.97	2.35	5.49	4.95	5.63	7.55	6.15	10.15
4.98	2.40	5.50	5.00	5.64	7.60	6.16	10.20
4.99	2.45	5.51	5.05	5.65	7.65	6.17	10.25
5.00	2.50	5.52	5.10	5.66	7.70		
5.01	2.55	5.53	5.15	5.67	7.75		

Attachment C

Exhibit B Including Administration and Franchise Fees

RATE	(R)RE			GB	Fuel	FP	FP		IND AMT	Waste
CODE	(C)CO	DESC	FY26	DISP	Surcharge	ADMIN	FF		BILLED	Mgt Rate
SWR001	R	Residential	\$24.46	\$5.47	\$0.11	\$2.94	\$3.30		\$36.28	\$30.04
SWC002	C	Commercial curb 1x week	\$21.12	\$10.67	\$0.09	\$2.94	\$3.48		\$38.30	\$31.88
SWC001	C	Commercial curb 2x week	\$26.97	\$11.31	\$0.12	\$2.94	\$4.13		\$45.47	\$38.40
SWC003	C	1-2yd X 1 WEEK	\$57.35	\$56.62	\$0.25	\$2.94	\$11.72		\$128.88	\$114.22
SWC004	C	1-2yd X 2 WEEK	\$114.71	\$113.23	\$0.49	\$2.94	\$23.14		\$254.51	\$228.43
SWC037	C	1-2yd X 3 WEEK	\$172.07	\$169.85	\$0.74	\$2.94	\$34.56		\$380.16	\$342.66
	C	1-2yd X 4 WEEK	\$229.38	\$226.46	\$0.99	\$2.94	\$45.98		\$505.75	\$456.83
		1-2yd X 5 WEEK	\$286.72	\$283.08	\$1.24	\$2.94	\$57.40		\$631.38	\$571.04
		1-2yd X 6 WEEK	\$344.08	\$339.66	\$1.48	\$2.94	\$68.82		\$756.98	\$685.22
SWC005	C	1-4yd X 1 WEEK	\$106.49	\$113.23	\$0.46	\$2.94	\$22.31		\$245.43	\$220.18
SWC006	C	1-4yd X 2 WEEK	\$212.92	\$226.46	\$0.92	\$2.94	\$44.32		\$487.56	\$440.30
SWC020	C	1-4yd X 3 WEEK	\$319.44	\$339.69	\$1.38	\$2.94	\$66.35		\$729.80	\$660.51
	C	1-4yd X 4 WEEK	\$425.88	\$452.93	\$1.83	\$2.94	\$88.36		\$971.94	\$880.64
		1-4yd X 5 WEEK	\$532.36	\$566.16	\$2.29	\$2.94	\$110.38		\$1,214.13	\$1,100.81
		1-4yd X 6 WEEK	\$638.82	\$679.40	\$2.75	\$2.94	\$132.39		\$1,456.30	\$1,320.97
SWC008	C	1-6yd X 1 WEEK	\$147.42	\$169.85	\$0.64	\$2.94	\$32.09		\$352.94	\$317.91
SWC009	C	1-6yd X 2 WEEK	\$294.92	\$339.69	\$1.27	\$2.94	\$63.88		\$702.70	\$635.88
SWC022	C	1-6yd X 3 WEEK	\$442.31	\$509.54	\$1.91	\$2.94	\$95.67		\$1,052.37	\$953.76
	C	1-6yd X 4 WEEK	\$589.77	\$679.39	\$2.54	\$2.94	\$127.46		\$1,402.10	\$1,271.70
		1-6yd X 5 WEEK	\$737.21	\$849.23	\$3.18	\$2.94	\$159.26		\$1,751.82	\$1,589.62
		1-6yd X 6 WEEK	\$884.62	\$1,019.08	\$3.81	\$2.94	\$191.05		\$2,101.50	\$1,907.51
SWC011	C	1-8yd X 1 WEEK	\$163.85	\$226.46	\$0.71	\$2.94	\$39.40		\$433.36	\$391.02
SWC012	C	1-8yd X 2 WEEK	\$327.64	\$452.93	\$1.41	\$2.94	\$78.49		\$863.41	\$781.98
SWC018	C	1-8yd X 3 WEEK	\$491.47	\$679.39	\$2.12	\$2.94	\$117.59		\$1,293.51	\$1,172.98
	C	1-8yd X 4 WEEK	\$655.25	\$905.85	\$2.82	\$2.94	\$156.69		\$1,723.55	\$1,563.92
		1-8yd X 5 WEEK	\$819.10	\$1,132.31	\$3.53	\$2.94	\$195.79		\$2,153.67	\$1,954.94
	C	1-8yd X 6 WEEK	\$982.93	\$1,358.78	\$4.23	\$2.94	\$234.89		\$2,583.77	\$2,345.94
SWC007		2-4yd X 1 WEEK	\$212.98	\$226.46	\$0.92	\$2.94	\$44.33		\$487.63	\$440.36
SWC010		2-6yd X 2 WEEK	\$589.84	\$679.38	\$2.54	\$2.94	\$127.47		\$1,402.17	\$1,271.76
SWC013		2-6yd X 1 WEEK	\$294.84	\$339.70	\$1.28	\$2.94	\$63.88		\$702.64	\$635.82
SWC014		2-8yd X 1 WEEK	\$327.70	\$452.92	\$1.42	\$2.94	\$78.50		\$863.48	\$782.04
SWC015		1-2ydX 1 WK, 2-4ydX 2 WK	\$483.19	\$509.54	\$2.09	\$2.94	\$99.78		\$1,097.54	\$994.82
SWC016		8ydX3 WK & CC X 1 WK	\$512.59	\$690.06	\$2.21	\$2.94	\$120.78		\$1,328.58	\$1,204.86
SWC017		1-2yd 1-4yd X 1 WEEK	\$163.84	\$169.85	\$0.71	\$2.94	\$33.73		\$371.07	\$334.40
SWC019		2-8yd & 4yd X 1 WEEK	\$434.19	\$566.15	\$1.88	\$2.94	\$100.52		\$1,105.68	\$1,002.22
SWC021		2-2yd X 1 WK, 1-2yd X 2 WK	\$229.41	\$226.47	\$0.99	\$2.94	\$45.98		\$505.79	\$456.87
SWC023		2-4yd X 2 WEEK	\$425.84	\$452.92	\$1.84	\$2.94	\$88.35		\$971.89	\$880.60
SWC024		2-2yd X 2 WEEK	\$229.42	\$226.46	\$0.98	\$2.94	\$45.98		\$505.78	\$456.86
SWC025		8yd X 4 WK & CC X 1 wk	\$676.37	\$916.52	\$2.91	\$2.94	\$159.87		\$1,758.61	\$1,595.80
SWC026		2yd & 4yd X 2 Week	\$327.63	\$339.69	\$1.41	\$2.94	\$67.17		\$738.84	\$668.73
SWC027		8yd X 5 WK & CC X 1WK	\$840.22	\$1,142.98	\$3.62	\$2.94	\$198.98		\$2,188.74	\$1,986.82
SWC028		2-8yd x 2	\$655.28	\$905.86	\$2.82	\$2.94	\$156.69		\$1,723.59	\$1,563.96
SWC029		2-2yd X 1 WEEK	\$114.70	\$113.24	\$0.50	\$2.94	\$23.14		\$254.52	\$228.44
SWC030		3-2yd X 1 WEEK	\$172.05	\$169.86	\$0.75	\$2.94	\$34.56		\$380.16	\$342.66

SWC031		2-4yd 4-RES	\$297.46	\$269.14	\$1.28	\$2.94	\$57.08	\$627.90	\$567.88
SWC032		3-8yd X 2 WEEK	\$982.92	\$1,358.79	\$4.23	\$2.94	\$234.89	\$2,583.77	\$2,345.94
SWC033		2-CC X 2 WEEK	\$53.94	\$22.62	\$0.24	\$2.94	\$7.97	\$87.71	\$76.80
SWC034		2 yd & 6yd X 1	\$204.77	\$226.47	\$0.89	\$2.94	\$43.51	\$478.58	\$432.13
SWC035		6yd X 3 & CC X 1	\$463.43	\$520.21	\$2.00	\$2.94	\$98.86	\$1,087.44	\$985.64
SWC036		6yd X 5 WK & CC X 1 WK	\$758.33	\$859.90	\$3.27	\$2.94	\$162.44	\$1,786.88	\$1,621.50
SWR003		RES/STP/MLTP		\$18.44	\$0.11	\$2.94	\$2.15	\$23.64	\$18.55

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 # **01324146**
in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

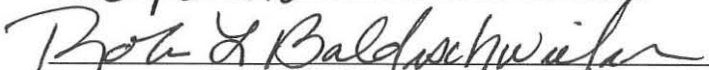
SEPTEMBER 26, 2026

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 28

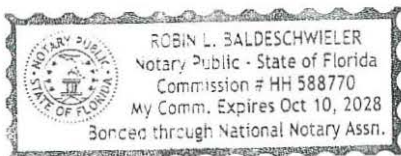
day September 2026.


Robin L. Baldeschwieler, Notary

Personally Known ☒ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2026-014

AN ORDINANCE OF THE
CITY COMMISSION OF THE
CITY OF FRUITLAND PARK,
FLORIDA, ADOPTING RATES
FOR THE PROVISION OF
WASTE MANAGEMENT
SERVICES TO THE
RESIDENTS OF THE CITY OF
FRUITLAND PARK;
APPROVING AN
AMENDMENT TO THE
AGREEMENT BETWEEN THE
CITY OF FRUITLAND PARK
AND WASTE MANAGEMENT
SERVICES TO
INCORPORATE AND
REPLACE EXHIBIT B;
PROVIDING FOR CONFLICTS
AND SEVERABILITY;
PROVIDING FOR INCLUSION
IN THE CODE OF
ORDINANCES; PROVIDING
FOR AN EFFECTIVE DATE.

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

City Commission Meeting
Thursday, October 8, 2026 @
6:00 p.m.

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

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

#1324146 September 26, 2026

Business Impact Estimate

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

ORDINANCE 2026-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING RATES FOR THE PROVISION OF WASTE MANAGEMENT SERVICES TO THE RESIDENTS OF THE CITY OF FRUITLAND PARK; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND WASTE MANAGEMENT SERVICES TO INCORPORATE AND REPLACE EXHIBIT B; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The ordinance amends the City's agreement relating to the provision of solid waste services. The agreement grants Waste Management the right to a fuel surcharge for increases to diesel fuel above \$4.50 per gallon provided the formula provided in the agreement is met. Based on the City's calculation pursuant to the formula, there is a basis for implementation of a fuel surcharge
The public purpose beings served by the ordinance is to maintain compliance with the terms of the agreement. The ordinance serves the public health, safety, morals and welfare of the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any: The fuel surcharge for businesses ranges between \$0.09 to \$4.23 per month depending on the type of service requested.
 (a) An estimate of direct compliance costs that businesses may reasonably incur; No costs of compliance.
 (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; No added charge or fee is imposed by the ordinance. and
 (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs. No regulatory costs are incurred. Revenues from the fuel surcharge being generated will offset the cost charged to the City. There is no added charge or fee being imposed by the ordinance

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: It may impact approximately 350 businesses.

4. Additional information the governing body deems useful (if any):
The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated individuals as well as businesses and, therefore, to the extent it affects businesses, the proposed ordinance does not affect businesses disproportionately to non-businesses.

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

ITEM TITLE: **Second Reading and Public Hearing, Ordinance 2026-015 Increasing Water Usage Rates by 3%**

MEETING DATE: October 8, 2026

DATE SUBMITTED: September 30, 2026

SUBMITTED BY: city attorney/city manager/city treasurer

BRIEF NARRATIVE: **Ordinance 2026-015** – second reading of ordinance amending Section 50.30 of Chapter 50 of the Fruitland Park Code of Ordinances to adjust the water utility usage rates by 3%, less than the CPI-U of 3.4% for July 2026. The base rate will remain the same. The volumetric rate (cost per 1,000 gallons) will be increased by 3% per 1,000 gallons. This increases residential customers approximately \$0.10 per 1,000 gallons of water used. The average residential customer (with no separate irrigation meter) uses approximately 7,500 gallons of water per month. This rate adjustment would increase their water bill by approximately \$0.75 per month.

This is the second reading of this ordinance, with an effective date of October 12, 2026.

FUNDS BUDGETED: None

ATTACHMENTS: Ordinance 2026-015, rate tables

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Ordinance 2026-015**

ORDINANCE 2026-015

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION A-27 IN APPENDIX A OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WATER UTILITY RATES BASED ON JULY 2026 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park owns, operates and maintains a potable water services utility; and

WHEREAS, the City of Fruitland Park provides potable water within its utility district and charges its customers a water utility rate for providing such service; and

WHEREAS, the City Commission has determined that it is necessary to amend the ordinance governing the water systems for the City of Fruitland Park to meet the cost of providing water service to the customers of the water system and

WHEREAS, the City Commission enacted Ordinance 2005-031 which allowed for adjustment of water and wastewater rates in accordance with changes to the cost of living; and

WHEREAS, the City Commission of the City of Fruitland Park has accordingly determined that it is necessary to uniformly increase water usage rate by 3%; and

WHEREAS, the City of Fruitland Park has provided notice of the proposed increase to each customer through the utility's billing process as is required by s.180.136, Florida Statutes; and

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

Section 1. Recitals.

The above recitals are true and correct and, by this reference, are hereby incorporated into the made an integral part of this ordinance.

Section 2. Water Rates

That Section A-27 in Appendix A, of the Fruitland Park Code of Ordinances are hereby amended to read as follows:

Sec. A-27. Charge or rate for water services.

Any user for the services of the waterworks system of the city shall pay therefore the following rates for water services beginning October 12, 2026, which rates shall be applicable to all customers of the waterworks system, except as otherwise provided hereafter:

(1) *Water service inside the city.*

- a. Except as provided in subsection (1)b, water rates within the city shall be calculated by adding the base rate to the tier-based charge per 1,000 gallons of actual consumptive use. Effective October 12, 2026 the base rate and the charge per 1,000 gallons of actual use shall be as follows:

Single Family Residential Water Rates - Inside City

	Effective
Base Rate	10/12/2026
¾" Meter or Smaller	\$17.10
1" Meter	28.50
1½" Meter	57.00
2" Meter	91.20

Volumetric Rate [1]	
Block 1 Per 1,000 Gallons	\$ 3.53
Block 2 Per 1,000 Gallons	7.07
Block 3 Per 1,000 Gallons	10.60
Block 4 Per 1,000 Gallons	14.13

Multi-Family and Commercial Residential Water Rates - Inside City

Base Rate	
¾" Meter or Smaller	\$17.10
1" Meter	28.50
1½ " Meter	57.00
2" Meter	91.20
3" Meter	171.00
4" Meter	285.00
6" Meter	570.00
8" Meter	912.00
10" Meter	1,311.00

Volumetric Rate [2]	
All Usage Per 1,000 Gallons	\$ 3.53

Single Family Residential Irrigation Rates - Inside City

Base Rate	
¾" Meter or Smaller	\$17.10
1" Meter	28.50
1½" Meter	57.00
2" Meter	91.20

Volumetric Rate	
Block 1 Per 1,000 Gallons	7.08
Block 2 Per 1,000 Gallons	10.61
Block 3 Per 1,000 Gallons	14.14

**Multi-Family and Commercial Residential Irrigation Water Rates -
Inside City Base Rate**

¾" Meter or Smaller	\$17.10
1" Meter	28.50
1½" Meter	57.00
2" Meter	91.20
3" Meter	171.00
4" Meter	285.00
6" Meter	570.00
8" Meter	912.00
10" Meter	1,311.00

- b. The bulk potable water rate within the city for water provided to Central Sumter Utility Company, LLC, shall be a bulk rate per 1,000 gallons. The rate will be adjusted any time the city adjusts the base rate for residential water by the same percentage increase or decrease in the city's base rate for residential water. Effective October 12, 2026, the charge per 1,000 gallons of actual use shall be as follows:

	Effective 10/13/2026
All consumption per 1,000 gallons	\$ 1.90

(2) *Water service outside the city.*

Users receiving service outside the city limits shall pay a charge of 125 percent of the rates set forth in subsection (1)a. of this section. The water rates shall be calculated by adding the base rate to the tier-based charge per 1,000 gallons of actual consumptive use. Effective October 12, 2026, the base rate and the charge per 1,000 gallons of actual use shall be as follows:

<u>Single Family Residential Water Rates – Outside City</u>	Effective
Base Rate	10/12/2026
¾" Meter or Smaller	\$21.38
1" Meter	35.63
1½" Meter	71.25
2" Meter	114.00
Volumetric Rate	
Block 1 Per 1,000 Gallons	\$ 4.42
Block 2 Per 1,000 Gallons	8.83
Block 3 Per 1,000 Gallons	13.25
Block 4 Per 1,000 Gallons	17.66

**Multi-Family and Commercial Residential Water Rates – Outside City
Base Rate**

¾" Meter or Smaller	\$21.38
1" Meter	35.63

1½" Meter	71.25
2" Meter	114.00
3" Meter	213.75
4" Meter	356.25
6" Meter	712.50
8" Meter	1,140.00
10" Meter	1,638.75

Volumetric Rate	
All Usage Per 1,000 Gallons	\$ 4.42

(3) Summary of Monthly Water Tiered-Based Range Charge Per 1,000 Gallons

- a. Consumption ranges for single family residential customers shall vary by meter size as follows:

Single Family Residential Consumption Ranges

Meter Size	Block 1	Block 2	Block 3	Block 4
¾" or smaller	0 to 8,000	8,001 to 16,000	16,001 to 24,000	Above 24,000
1"	0 to 13,000	13,001 to 27,000	27,001 to 40,000	Above 40,000
1½" Meter	0 to 27,000	27,001 to 53,000	53,001 to 80,000	Above 80,000
2" Meter	0 to 43,000	43,001 to 85,000	85,001 to 128,000	Above 128,000

- b. Consumption ranges for irrigation customer shall vary by meter size as follows:

Irrigation Consumption Ranges

Meter Size	Block 1	Block 2	Block 3
¾" or smaller	0 to 16,000	16,001 to 24,000	Above 24,000
1"	0 to 27,000	27,001 to 40,000	Above 40,000
1½" Meter	0 to 53,000	53,001 to 80,000	Above 80,000
2" Meter	0 to 85,000	85,001 to 128,000	Above 128,000
3" Meter	0 to 160,000	160,001 to 240,000	Above 240,000
4" Meter	0 to 267,000	267,001 to 400,000	Above 400,000
6" Meter	0 to 533,000	533,001 to 800,000	Above 800,000
8" Meter	0 to 853,000	853,001 to 1,280,000	Above 1,280,000
10" Meter	0 to 1,227,000	1,227,001 to 1,840,000	Above 1,840,000

A surcharge of 25% is applied to customers located outside City limits as allowable by Florida Statutes, Chapter 180.191(1).

Section 3. Conflicts and Ordinances Repealed

All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Severability.

If any section, sentence, phrase, or word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any

other section, sentence, phrase, word or portion of this ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 5. Codification.

It is the intent of the City Commission of the City of Fruitland Park that the provisions of this chapter shall become and made a part of the Fruitland Park Code of Ordinances; and grants authority to the codifier to renumber or re-letter sections, and change the words in this ordinance to section, article, chapter or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date.

This ordinance shall be effective immediately upon adoption; however, the water rate adjustments shall be implemented October 12, 2026.

PASSED AND DULY ADOPTED this 8th day of October, 2026 by the City of Fruitland Park, Florida.

Christopher Cheshire, Mayor

Attest:

Gwen Johns, City Clerk

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

First Reading September 10, 2026

Second Reading October 8, 2026

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

WATER RATES FY 2027

FY2027 3/4" Meter (10/12/2026 - 09/30/2027) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	Increase 3.0%
	GALLONS	WARI75	WACI75	WARO75	WACO75	
BASE RATE		17.10	17.10	21.38	21.38	
BLOCK 1 (per 1K)	0-8,000	3.53	3.53	4.42	4.42	
BLOCK 2	8,001-16,000	7.07	3.53	8.83	4.42	
BLOCK 3	16,001-24,000	10.60	3.53	13.25	4.42	
BLOCK 4	24,001-9,999,999	14.13	3.53	17.66	4.42	

BULK	1.96
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FY2027 1.0" Meter (10/12/2026 - 09/30/2027) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI10	WACI10	WARO10	WACO10
BASE RATE		28.50	28.50	35.63	35.63
BLOCK 1 (per 1K)	0-13,000	3.53	3.53	4.42	4.42
BLOCK 2	13,001-27,000	7.07	3.53	8.83	4.42
BLOCK 3	27,001-40,000	10.60	3.53	13.25	4.42
BLOCK 4	40,001-9,999,999	14.13	3.53	17.66	4.42

FY2027 1.5" Meter (10/12/2026 - 09/30/2027) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI15	WACI15	WARO15	WACO15
BASE RATE		57.00	57.00	71.25	71.25
BLOCK 1 (per 1K)	0-27,000	3.53	3.53	4.42	4.42
BLOCK 2	27,001-53,000	7.07	3.53	8.83	4.42
BLOCK 3	53,001-80,000	10.60	3.53	13.25	4.42
BLOCK 4	80,001-9,999,999	14.13	3.53	17.66	4.42

FY2027 2.0" Meter (10/12/2026 - 09/30/2027) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI20	WACI20	WARO20	WACO20
BASE RATE		91.20	91.20	114.00	114.00
BLOCK 1 (per 1K)	0-43,000	3.53	3.53	4.42	4.42
BLOCK 2	43,001-85,000	7.07	3.53	8.83	4.42
BLOCK 3	85,001-128,000	10.60	3.53	13.25	4.42
BLOCK 4	128,001-9,999,999	14.13	3.53	17.66	4.42

WATER RATES FY 2027

FY2027 3.0" Meter (10/12/2026 - 09/30/2027) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI30		WACO30
BASE RATE			171.00	-	213.75
BLOCK 1 (per 1K)	0-43,000		3.53	-	4.42
BLOCK 2	43,001-85,000		3.53	-	4.42
BLOCK 3	85,001-128,000		3.53	-	4.42
BLOCK 4	128,001-9,999,999		3.53	-	4.42

FY2027 4.0" Meter (10/12/2026 - 09/30/2027) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI40		WACO40
BASE RATE			285.00	-	356.25
BLOCK 1 (per 1K)	0-43,000		3.53	-	4.42
BLOCK 2	43,001-85,000		3.53	-	4.42
BLOCK 3	85,001-128,000		3.53	-	4.42
BLOCK 4	128,001-9,999,999		3.53	-	4.42

FY2027 6.0" Meter (10/12/2026 - 09/30/2027) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI60		WACO60
BASE RATE			570.00	-	712.50
BLOCK 1 (per 1K)	0-43,000		3.53	-	4.42
BLOCK 2	43,001-85,000		3.53	-	4.42
BLOCK 3	85,001-128,000		3.53	-	4.42
BLOCK 4	128,001-9,999,999		3.53	-	4.42

FY2027 8.0" Meter (10/12/2026 - 09/30/2027) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI80		WACO80
BASE RATE			912.00	-	1,140.00
BLOCK 1 (per 1K)	0-43,000		3.53	-	4.42
BLOCK 2	43,001-85,000		3.53	-	4.42
BLOCK 3	85,001-128,000		3.53	-	4.42
BLOCK 4	128,001-9,999,999		3.53	-	4.42

WATER RATES FY 2027

FY2027 10.0" Meter (10/12/2026 - 09/30/2027) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACIX		WACOX
BASE RATE			1,311.00	-	1,638.75
BLOCK 1 (per 1K)	0-43,000		3.53	-	4.42
BLOCK 2	43,001-85,000		3.53	-	4.42
BLOCK 3	85,001-128,000		3.53	-	4.42
BLOCK 4	128,001-9,999,999		3.53	-	4.42

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 # **01324011**
in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

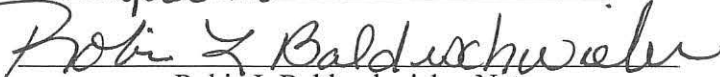
SEPTEMBER 25, 2026

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 28

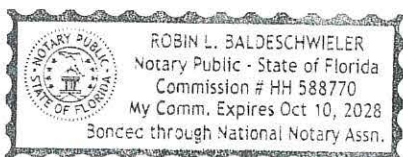
day September, 2026.


Robin L. Baldeschwieler, Notary

Personally Known ✓ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2026-015

AN ORDINANCE OF THE
CITY OF FRUITLAND PARK,
LAKE COUNTY, FLORIDA
AMENDING SECTION A-27 IN
APPENDIX A OF THE
FRUITLAND PARK CODE OF
ORDINANCES TO ADJUST
THE WATER UTILITY RATES
BASED ON JULY 2026
CONSUMER PRICE INDEX;
PROVIDING FOR
CODIFICATION; PROVIDING
FOR REPEAL OF ALL
CONFLICTING ORDINANCES;
PROVIDING FOR
SEVERABILITY AND
PROVIDING FOR AN
EFFECTIVE DATE.

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

City Commission Meeting
Thursday, October 8, 2026
@ 6:00 p.m.

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

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

#1324011 September 25, 2026

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

ITEM TITLE: **Second Reading and Public Hearing,**
 Ordinance 2026-016 Increasing Wastewater
 Usage Rates by 3%

MEETING DATE: October 8, 2026

DATE SUBMITTED: September 30, 2026

SUBMITTED BY: city attorney/city manager/city treasurer

BRIEF NARRATIVE: **Ordinance 2026-016** – second reading amending Section 99.60 of Chapter 50 of the Fruitland Park Code of Ordinances to increase the wastewater utility rates by 3%, less than CPI-U of 3.4% for July 2026. The base rate will remain the same. The volumetric rate (cost per 1,000 gallons) will be increased by 3% per 1,000 gallons. This increases residential customers approximately \$0.19 per 1,000 gallons of water used. The average residential customer (with no separate irrigation meter) uses approximately 7,500 gallons of water per month. This rate adjustment would increase their sewer bill by approximately \$1.43 per month.

This is the second reading of this ordinance with an effective date of October 12, 2026.

FUNDS BUDGETED: None

ATTACHMENTS: Ordinance 2026-016, rate tables

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Ordinance 2026-016**

ORDINANCE 2026-016

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING A-6 IN APPENDIX A OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WASTEWATER UTILITY RATES BASED ON JULY 2026 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute Chapter 180 provides local municipalities with the authority to establish and operate water utility systems; and

WHEREAS, Florida Statute Chapter 180.13 provides the City Commission with the authority to establish just and equitable rates or charges to be paid to the municipality for the use of the utility by each person; and

WHEREAS, the City Commission has determined that it is necessary to amend the ordinance governing the wastewater systems for the City of Fruitland Park to meet the cost of providing wastewater service to the customers of the wastewater system; and

WHEREAS, the City Commission enacted Ordinance 2005-031 which allowed for adjustment of water and wastewater rates in accordance with changes to the cost of living; and

WHEREAS, the City Commission of the City of Fruitland Park has accordingly determined that it is necessary to uniformly increase wastewater usage rate by 3%; and

WHEREAS, the City of Fruitland Park has provided notice of the proposed increase to each customer through the utility's billing process as is required by 180.136, Florida Statutes; and

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

Section 1. Recitals.

The above recitals are true and correct and, by this reference, are hereby incorporated into the made an integral part of this ordinance.

Section 2. Section A-6 in Appendix A, of the Fruitland Park Code of Ordinances are hereby amended to read as follows:

(A) The city is authorized to charge a fee for each of the utility services set forth in division (B) below.

(B) The utility services for which the city shall charge a fee and the amount of the fee for each use are as follows:

Single Family Residential Wastewater Rates - Inside City**Base Rate** 10/12/2026 $\frac{3}{4}$ " Meter or Smaller \$27.30

1" Meter 27.30

1½" Meter 27.30

2" Meter 27.30

Volumetric Rate [4]

All Consumption Per 1,000 Gallons \$6.36

Up to 10,000 Gallons 0.00

All Consumption Per 1,000 Gallons \$0.00

Above 10,000 Gallons 0.00

Multi-Family Residential Wastewater Rates - Inside City**Base Rate** $\frac{3}{4}$ " Meter or Smaller \$27.30

1" Meter 45.51

1½" Meter 90.99

2" Meter 145.59

3" Meter 273.00

4" Meter 455.01

6" Meter 909.99

8" Meter 1,455.99

10" Meter 2,093.01

Volumetric Rate

All Consumption Per 1,000 Gallons \$6.36

Single Family Residential Wastewater Rates – Outside City**Base Rate** $\frac{3}{4}$ " Meter or Smaller \$34.13

1" Meter 34.13

1½" Meter 34.13

2" Meter 34.13

Volumetric Rate [4]

All Consumption Per 1,000 Gallons \$7.94

Up to 10,000 Gallons 0.00

All Consumption Per 1,000 Gallons \$0.00

Above 10,000 Gallons 0.00

Multi-Family and Commercial Wastewater Rates – Outside City**Base Rate** $\frac{3}{4}$ " Meter or Smaller \$34.13

1" Meter	56.87
1½" Meter	113.75
2" Meter	181.98
3" Meter	341.25
4" Meter	568.75
6" Meter	1,137.50
8" Meter	1,820.00
10" Meter	2,616.25

Volumetric Rate
All Consumption Per 1,000 Gallons \$7.94

(a) Sewer pump, electric connection fee: \$400.00

Section 2. All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Fruitland Park, Florida and the sections of this ordinance may be renumbered, re-lettered, and the word "ordinance" may be changed to "section", "article" or such other word or phrase in order to accomplish such intention.

Section 4. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

Section 5. This ordinance shall be effective immediately upon adoption; however, the wastewater rate adjustments shall be implemented October 12, 2026.

PASSED AND ORDAINED this 8TH day of October, 2026, by the City Commission of the City of Fruitland Park, Florida.

Christopher Cheshire, Mayor

Attest:

Gwen Johns, City Clerk

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

First Reading September 10, 2026

Second Reading October 8, 2026

Approved as to form and legality:

Anita Geraci-Carver

SEWER RATES FY 2027

SEWER

125% OF
CITY

Eff FY2027 (10/12/2026-9/30/2027)

125% OF
CITY

MIN
GAL

MAX
GAL

CITY
RATE

COUNTY
RATE

RESIDENTIAL CITY BASE RATE			RESIDENTIAL COUNTY BASE RATE			MIN GAL	MAX GAL	CITY RATE	COUNTY RATE
3/4 Meter	WWRI75	27.30	3/4 Meter	WWRO75	34.13	0	10,000	6.36	7.94
1 Meter	WWRI10	27.30	1 Meter	WWRO10	34.13	0	10,000	6.36	7.94
1.5 Meter	WWRI15	27.30	1.5 Meter	WWRO15	34.13	0	10,000	6.36	7.94
2.0 Meter	WWRI20	27.30	2.0 Meter	WWRO20	34.13	0	10,000	6.36	7.94

3.00%

WASTERWATER

Non Single-Family (Multifamily & Commercial): Inside City

Meter Size	Monthly Base Charge	Usage gal/Mth	Usage Rate per 1000 gallons	WW Code
3/4"	27.30	All Consumption	6.36	WWCI75
1.0"	45.51	All Consumption	6.36	WWCI10
1.5"	90.99	All Consumption	6.36	WWCI15
2.0"	145.59	All Consumption	6.36	WWCI20
3.0"	273.00	All Consumption	6.36	WWCI30
4.0"	455.01	All Consumption	6.36	WWCI40
6.0"	909.99	All Consumption	6.36	WWCI60
8.0"	1,455.99	All Consumption	6.36	WWCI80
10.0"	2,093.01	All Consumption	6.36	WWCI1*

Non Single-Family (Multifamily & Commercial): Outside City

Meter Size	Monthly Base Charge	Usage gal/Month	Usage Rate per 1000 gallons	Munis A/R Code
3/4"	34.13	All Consumption	7.94	WWCO75
1.0"	56.87	All Consumption	7.94	WWCO10
1.5"	113.75	All Consumption	7.94	WWCO15
2.0"	181.98	All Consumption	7.94	WWCO20
3.0"	341.25	All Consumption	7.94	WWCO30
4.0"	568.75	All Consumption	7.94	WWCO40
6.0"	1,137.50	All Consumption	7.94	WWCO60
8.0"	1,820.00	All Consumption	7.94	WWCO80
10.0"	2,616.25	All Consumption	7.94	WWCO1*

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 # **01324019**
in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

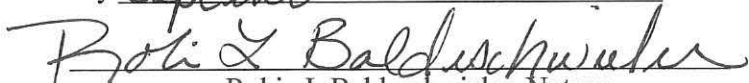
SEPTEMBER 25, 2026

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 28

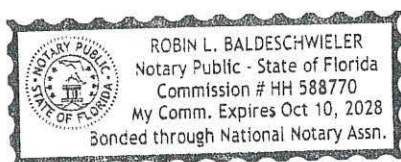
day September 2026.


Robin L Baldeschwieler, Notary

Personally Known ☒ or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING

ORDINANCE 2026-016

AN ORDINANCE OF THE
CITY OF FRUITLAND PARK,
FLORIDA, AMENDING A-6 IN
APPENDIX A OF THE
FRUITLAND PARK CODE OF
ORDINANCES TO ADJUST
THE WASTEWATER UTILITY
RATES BASED ON JULY
2026 CONSUMER PRICE
INDEX; PROVIDING FOR
CODIFICATION; PROVIDING
FOR REPEAL OF ALL
CONFLICTING ORDINANCES;
PROVIDING FOR
SEVERABILITY, PROVIDING
FOR AN EFFECTIVE DATE.

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

City Commission Meeting
Thursday, October 8, 2026
@ 6:00 p.m.

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

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

#1324019 September 25, 2026

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

ITEM TITLE: **Ordinance 2026-018 Approving Drinking Water State Revolving Fund Loan Agreement DW350830**

MEETING DATE: October 8, 2026

DATE SUBMITTED: October 1, 2026

SUBMITTED BY: city attorney/city manager

BRIEF NARRATIVE: **Ordinance 2026-018** authorizes the city to enter into a loan agreement with the Drinking Water State Revolving Fund Planning, Design and Construction Loan Agreement DW350830 for expansion of Water Treatment Plant No. 1, modifications and expansion of Water Treatment Plant No. 6 and construction of Water Treatment Plant No. 7.

On the City's behalf, Halff submitted a request for inclusion on the drinking water priority list in an amount of \$19,278,000 for the above referenced drinking water projects. We were notified in November 2025 that Fruitland Park was approved to be entitled to receive a \$19.2 million package where 50% of the loan is a grant, with the remaining 50% loan at 0% interest.

The loan agreement is divided into Tasks, with the first "drawdown" of \$347,004 for planning. As the projects progress, amendments will be used to "unlock" the contingent design and construction funding.

This is the second reading of Ordinance 2026-018, which was approved at first reading held on September 24, 2026.

FUNDS BUDGETED: n/a

ATTACHMENTS: Ordinance 2026-018

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Ordinance 2026-018.**

ORDINANCE 2026-018

AN ORDINANCE OF CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; APPROVING THE DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT FOR PROJECT DW350830 IN THE FUNDING AMOUNT OF \$347,004 WITH ESTIMATED PRINCIPAL FORGIVENESS OF \$173,502, ZERO PERCENT PER ANNUM INTEREST RATE ON THE UNPAID PRINCIPAL LOAN FOR A TERM OF 20 YEARS; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the planning, design and construction of potable water facilities; and

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

WHEREAS, in Ordinance 2026-005 the City Commission authorized submission of a loan application to the State Revolving Fund Loan Program; and

WHEREAS; the City of Fruitland Park, Florida, desires to enter into the Drinking Water State Revolving Fund Planning, Design and Construction Loan Agreement DW350830 with the State of Florida Department of Environmental Protection under the State Revolving Fund for project financing.

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

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

SECTION II. The Drinking Water State Revolving Fund Planning, Design and Construction Loan Agreement DW350830 with the State of Florida Department of Environmental Protection under the State Revolving Fund and the City of Fruitland Park, Florida is approved.

SECTION III. The revenues pledged for the repayment of the loan are net water and sewer system revenues and water impact fees legally available to be so pledged.

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

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

SECTION VI. The legal authority for borrowing moneys to construct this Project is 166.111, Florida Statutes.

SECTION VII. All ordinances or parts of ordinances, all resolutions or part of resolutions in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION IX. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 8th day of October, 2026.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Johns, City Clerk
(SEAL)

Anita Geraci-Carver, City Attorney

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

First Reading 9/24/2026

Second Reading 10/8/2026

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF FRUITLAND PARK, FLORIDA

**DRINKING WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
DW350830**

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION
LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION
LOAN AGREEMENT

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**DRINKING WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
DW350830**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF FRUITLAND PARK, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

RECITALS

Pursuant to Section 403.8532, Florida Statutes (F.S.) and Chapter 62-552, Florida Administrative Code (FAC), the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

Executive Order No. 24-208, amended by Executive Order No. 24-209, and Executive Order No. 24-214, amended by Executive Order No. 24-215, declared a state of emergency in Florida due to Hurricane Helene which made landfall on September 26, 2024, and Hurricane Milton which made landfall October 9, 2024. The Department adopted Emergency Final Order OGC No. 24-2534 and OGC No. 24-2580 to address such emergency conditions; and

The Project Sponsor applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate public health and safety needs attributed to Hurricanes Helene and Milton.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) “Agreement” or “Loan Agreement” shall mean this planning, design, and construction loan agreement.

(2) “Asset Management Plan” means a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-552.700(7), FAC.

(3) “Authorized Representative” shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(4) “Construction” shall mean the work defined in the approved plans and specifications, that is competitively procured and includes the Department’s supplementary conditions and additional federal conditions.

(5) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(6) “Design Activities” shall mean the work that will result in biddable, permittable plans and specifications for an eligible construction project, as defined in the accepted facilities plan. Activities such as surveys, geotechnical evaluations, predesign studies, and environmental assessments are eligible and included within this definition.

(7) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the Financing Rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(8) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(9) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(10) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(11) “Gross Revenues” shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(12) “Loan” shall mean the amount of funds to be disbursed pursuant to this Agreement and subsequent amendments.

(13) “Loan Application” shall mean the completed Department approved DW form 1 which provides all required information to support obtaining planning, design, and construction loan financial assistance.

(14) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(15) “Loan Service Fee” shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(16) “Local Governmental Entity” means a county, municipality, or special district.

(17) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(18) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(19) “Planning Activities” shall mean the planning or administrative work necessary for the Project Sponsor to submit a facilities plan for review and acceptance from Drinking Water State Revolving Fund. Required documentation is described in Subsection 62-552.700(2), FAC.

(20) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(21) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments requires no repayment.

(22) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation for Hurricanes Helene and Milton drinking water improvements. This Project is a Capitalization Grant Project as defined in Chapter 62-552, FAC.

(23) “Semiannual Loan Payment” shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(24) “Sewer System” shall mean all facilities owned by the Project Sponsor for collection, transmission, treatment and reuse of wastewater and its residuals.

(25) “Technical Services” shall mean project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, overall construction coordination and supervision, and other activities deemed necessary for the construction of a project.

(26) “Utility System” shall mean all devices and facilities of the Water System and Sewer System owned by the Project Sponsor.

(27) “Water System” shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall

include the plural and the word “person” shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552 FAC, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 F.S., the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to complete the Project in accordance with the Project schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. If for any reason planning, design, and construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Project Sponsor shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
SK-06D01725-0	EPA	66.468	Drinking Water State Revolving Fund	\$347,004	140129

(2) Audits.

(a) In the event that the Project Sponsor expends \$1,000,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit or program specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

(c) If the Project Sponsor expends less than \$1,000,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than \$1,000,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee planning, design and construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the

Department is first secured. Should the Project Sponsor choose to sell, lease or dispose of any part of the Utility System, Principal Forgiveness funding may be rescinded, and repayment may be required.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred construction costs and related services.

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract

documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

The Department will review the submitted disbursement request to verify that documentation, as described above, is complete and accurate. Upon review and written acceptance by the Department, the disbursement request may be processed.

Requests by the Project Sponsor for disbursement of funds for tasks identified in the project cost table shall be made using the Department's disbursement request form, no more frequently than monthly.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Project Sponsor shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree,

having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all Construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the

Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "EPA Signage Guidelines".

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(3) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

8.11. RESERVED.

8.12. ASSET MANAGEMENT PLAN.

Subsection 62-552.700(7), FAC encourages Project Sponsors to implement an Asset Management Plan to promote long term sustainability of the Water System.

The plan must include each of the following elements: i) identification of all assets within the Project Sponsor's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and drinking water use projections, as applicable, for the sponsor's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility (if the sponsor transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility); and x) a plan to preserve the assets, renewal, replacement, and repair of the assets as necessary and a risk-benefit analysis to determine the optimum renewal or replacement time.

8.13. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.14. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

(1) The Project Sponsor abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ARTICLE IX - CONTRACTS AND INSURANCE

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

- (a) Proof of advertising.
- (b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

(e) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation in Project construction.

(f) Current certifications for Disadvantaged Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(g) Certification that the Project Sponsor and contractors are in compliance with labor standards, including E-Verify and prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(h) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

(2) The following must be provided to the Department for professional services contract(s):

(a) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation.

(b) Current certifications for Disadvantaged Business Enterprises participating in the contract.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit the following documents:

(a) Contractor insurance certifications.

(b) Executed Contract(s).

(c) Notices to proceed with construction.

(2) After the Project Sponsor has awarded the professional services contract(s), the Project Sponsor shall submit the following documents:

(a) Executed Contract(s).

(b) Professional Services Procurement Certification.

9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$347,004. Of that, the estimated amount of Principal Forgiveness is \$173,502. The estimated principal amount of the Loan to be repaid is \$173,502.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is \$6,940 for the Loan amount authorized to date. The fee represents two percent of the Loan amount; that is, two percent of \$347,004. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Project Sponsor shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee, if any, and

actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$4,511 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on November 15, 2027 and semiannually thereafter on May 15 and November 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount to be repaid of \$180,442, which consists of the Loan principal plus the Loan Service Fee.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The Project Sponsor agrees to the following estimates of Project costs:

TASKS	APPROVED PROJECT COSTS (\$)	CONTINGENT PROJECT COSTS
Planning Activities	347,004	0
Design Activities	0	1,388,016
Construction and Demolition	0	15,422,400
Contingencies	0	1,542,240
Technical Services After Bid Opening	0	578,340
SUBTOTAL (Disbursable Amount)	347,004	18,930,996
Less Principal Forgiveness	(173,502)	(9,465,498)
TOTAL (Loan Principal Amount)	173,502	9,465,498

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on November 11, 2025. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning Activities is scheduled for no later than November 15, 2026.

(3) Completion of Planning Activities is scheduled for May 15, 2027. Planning Activities must be approved by the Department before funding for Design Activities is available.

(4) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than May 15, 2027.

(5) The first Semiannual Loan Payment in the amount of \$4,511 shall be due November 15, 2027.

10.08. SPECIAL CONDITIONS.

(1) Prior to execution of this Agreement, the Project Sponsor must submit the following items:

(a) A signed contract between the engineering consulting firm and the Project Sponsor with specific details of the Planning Activities to be completed; and

(b) A completed EPA Preaward Compliance Report; and

(c) A completed Federal Funding Accountability and Transparency Act Form.

(2) The Project Sponsor understands and agrees by execution of this Agreement that funding for Design and Construction is contingent upon acceptance of the Planning Documentation, as defined by subsection 62-552.700(2) FAC., as well as acceptance of project eligibility under the American Relief Act, 2025 (P.L. 118-158) and documentation of hurricane impact directly related to the drinking water system.

(3) The Project Sponsor agrees by execution of this Agreement to the terms and conditions as required by the American Relief Act, 2025, and will ensure contracts whether directly entered into with the Project Sponsor or through subcontracts, incorporate the required provisions of the law into the Project.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW350830 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF FRUITLAND PARK

Chris Cheshire, Mayor

Attest:

I attest to the opinion expressed in Section 2.02,
entitled Legal Authorization.

Gwen Johns, City Clerk

Anita Geraci-Carver, City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Business Impact Estimate

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

ORDINANCE 2026-018

AN ORDINANCE OF CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; APPROVING THE DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT FOR PROJECT DW350830 IN THE FUNDING AMOUNT OF \$347,004 WITH ESTIMATED PRINCIPAL FORGIVENESS OF \$173,502, ZERO PERCENT PER ANNUM INTEREST RATE ON THE UNPAID PRINCIPAL LOAN FOR A TERM OF 20 YEARS; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

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

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

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

- b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The ordinance approves the Drinking Water State Revolving Fund Planning, Design and Construction Loan Agreement DW350830 and authorizes the mayor to execute the loan agreement with FDEP for funding through the State Revolving Fund Loan Program. The ordinance and the loan agreement adopted by the ordinance serves the public health, safety, morals and welfare of the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any: No economic impact.
 (a) An estimate of direct compliance costs that businesses may reasonably incur; No costs of compliance.
 (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; No added charge or fee is imposed by the ordinance. and
 (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs. No regulatory costs are incurred. Revenues from water and sewer utilities generated will be pledged to repay the loan. There is no added charge or fee being imposed by the ordinance

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

4. Additional information the governing body deems useful (if any):
The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated individuals as well as businesses and, therefore, to the extent it affects businesses, the proposed ordinance does not affect businesses disproportionately to non-businesses.

NOTICE OF PUBLIC HEARING

ORDINANCE 2026-018

AN ORDINANCE OF CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; APPROVING THE DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT FOR PROJECT DW350830 IN THE FUNDING AMOUNT OF \$347,004 WITH ESTIMATED PRINCIPAL FORGIVENESS OF \$173,502, ZERO PERCENT PER ANNUM INTEREST RATE ON THE UNPAID PRINCIPAL LOAN FOR A TERM OF 20 YEARS; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

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

City Commission Meeting Thursday, October 8, 2026 @ 6:00 p.m.

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

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

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

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: October 8, 2026

DATE SUBMITTED: October 2, 2026

SUBMITTED BY: City Attorney

Mitchell Langley, Petitioner, v. City of Fruitland Park, et al, Lake County Case No. 2026-CA-1520:

On July 10, 2026 Petitioner filed a Petition for Writ of Certiorari Pursuant to Sections 171.081 and 166.041, Florida Statutes, challenging Ordinance 2025-025 (annexation of property referred to as Vita Serena). On August 4, 2026 the Court entered an Order Dismissing Petition for Writ of Certiorari without Prejudice. On August 10, 2026, Petitioner filed a First Amended Petition for Writ of Certiorari Pursuant to Sections 171.081 and 166.041, Florida Statutes. On August 28, 2026, the Court entered an Order to Show Cause requiring the City and other named Respondents to show cause within 30 days as to why the Petition should not be granted. The City's insurance appointed counsel to defend the City. On September 28, 2026 Counsel filed the City's Response to Petitioner's Amended Petition for Writ of Certiorari.

Sarah McCallum, Petitioner, v. City of Fruitland Park, et al, Lake County Case No. 2026-CA-1524:

On July 10, 2026 Petitioner filed a Petition for Writ of Certiorari Pursuant to Section 152.040 of the Fruitland Park Land Development Code, challenging Ordinance 2025-025, Ordinance 2026-026 and Ordinance 2025-027 (annexation, comprehensive plan amendment and zoning of property referred to as Vita Serena). On August 3, 2026 the Court entered an Order Dismissing Petition for Writ of Certiorari without Prejudice. On August 17, 2026, Petitioner filed a First Amended Petition for Writ of Certiorari Pursuant to Sections 152.040 of the Fruitland Park Land Development Code and Sections 171 and 163.3184, Florida Statutes. On August 28, 2026, the Court entered an Order to Show Cause requiring the City and other named Respondents to show cause within 30 days as to why the Petition should not be granted. The City's insurance appointed counsel to defend the City. On September 30, 2026 Counsel filed the City's Response to Petitioner's Amended Petition for Writ of Certiorari.

FUNDS BUDGETED: N/A

ATTACHMENT: N/A

RECOMMENDATION: N/A

ACTION: N/A