

# **DeSoto County**

# **Board of County Commissioners Meeting Agenda**

Tuesday, November 18, 2025

3:00 PM

**CALL TO ORDER** 

**ROLL CALL** 

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

INTRODUCTION OF ELECTED OFFICIALS

**SET/AMEND** 

PUBLIC FORUM FOR NON-AGENDA ITEMS

#### **CONSENT AGENDA-MOTION TO APPROVE**

1. Agreement Amendment/Tiny Town Administrative Services

Attachments: 23-21-00RFP Agreement Amendment # 3

2. MOU / Senior Friendship Centers

Attachments: Desoto LIHEAP 10.1.25 to 9.30.26 UPDATED.pdf

3. Agreement Amendment/Middle School I0167-Time Extension, Scope Revision, and Additional Funds Request

Attachments: 10167-A3-Ready for Signature

4. Purchase of Western Star Dump Truck

Attachments: Western Star Dump Truck Quote.pdf

5. Agreement Amendment/ CDBG MT040 County Road 769 Bridge Repair time extension.

Attachments: MT040 - A2

6. Agreement Amendment / CDBG MT041 King and Baker Drainage Project time extension.

**Attachments:** MT041-A2

7. Emergency Management Performance Grant (EMPG)

Attachments: FY25 EMPG Desoto County Agreement G0630

8. Minutes/BOCC Public Meeting 10-28-2025

Attachments: 10-28-2025 BOCC Meeting

9. Revised Classification and Pay Plan.

**Attachments:** Probation and Pretrial Services Supervisor

<u>Probation and Pretrial Officer</u> <u>Fire & Life Safety Inspector PT</u> Classification & Pay Plan 11-18-25

#### **PRESENTATION**

10. Presentation/OSH Teacher & Staff Housing Development "The Reserve at Nocatee"

**<u>Attachments:</u>** Desoto School Dist - Community Meeting Slides

11. Law Enforcement Assessment Program Recalculation for the Methodology of the Municipal Services Taxing Unit Study presentation.

Attachments: desoto county law enforcement mstu memo 20251015

desoto law enforcement mstu presentation final

#### **EMERGENCY ITEM**

11a. Resolution/Burn Ban

Attachments: Burn Ban Resolution 11-2025

Ordinance 2017-07 - Emergency Drought Fire Hazard

#### **REGULAR BUSINESS**

12. Proclamation/Farm-City Week

**Attachments:** Farm City Week 2025

13. Contract/Parks & Recreation Director.

Attachments: Sean Campbell Resume & Letter of Interest

**Employment Contract - Sean Campbell** 

14. Womack Sanitation / Audit Determination

15. Election of Chair and Vice-Chair to take effect at the end of the Board meeting

today.

16. Accounts and Warrants Drawn Per Schedule of Bills Payable.

Attachments: AP Check Report - Warrants 10-28-25 to 11-06-25

17. Proposal/The Grey Rock Group

Attachments: Proposal, The Grey Rock Group.pdf

18. Ordinance/Amending Chapter 2 "Administration," of the DeSoto County Code of Ordinances related to member terms, qualifications, and attendance for the Economic Development Advisory Committee.

<u>Attachments</u>: Ordinance Amending Economic Development Advisory Committee (updated 10.28)

19. Purchase of a 60kw Caterpillar Generator and Automatic Transfer Equipment through Sourcewell from Ring Power a CAT Dealer

Attachments: Ring Power - Sourcewell piggyback

RPC Quote - DeSoto County FS2, JM25

PSQ 149700 20251021181725

20. Change Order #3 Annual Paving

**<u>Attachments</u>**: CO#3 ANNUAL PAVING

21. Resolution/Budget Amendment Fiscal Year 2024/2025

**Attachments:** Resolution

Summary and Narrative

2025-163 Budget Carryovers-11-18-2025

2025-164 Law Enforcement Trust (Q4)

2025-165 EOY

22. Resolution/Budget Amendment Fiscal Year 2025/2026

**Attachments: Resolution** 

Summary and Narrative

2026-9 General Fund Elected Officials

2026-13 Budget Carryovers-11-18-2025

2026-14 Opioid Fund

2026-15 Capital Road Projects

2026-16 Special Projects CDBG Generator

2026-18 Public Safety

2026-19 E911 11-18-2025

2026-20 Sheriff

23. Osceola/VCH Mediated Settlement Agreement (FLUEDRA)

Attachments: FLUEDRA Mediated Agreement (11.10.25) clean

24. Amended Resolution 2025-031, Approving Special Exception Use for Osceola/VCH pursuant to Mediated Settlement Agreement

**Attachments:** Amended and Restated Resolution 2025-031(A) (draft 11.11)

#### ADMINISTRATOR'S REPORT

#### COUNTY ATTORNEY'S REPORT

#### **BOARD MEMBER COMMENTS**

#### **RECESS UNTIL 6:30 PM PUBLIC HEARING**

#### **QUASI-JUDICIAL PUBLIC HEARING**

# 25. Resolution / Mt. Ephraim Baptist Church, Inc. / Special Exception (USE-0193-2024)

Attachments: 2025-10-14 Mt Ephraim Baptist Church USE 0193 2024 DRAFT SR

with mms edits (cao)

Location Map-Mt. Ephraim

**FLUM** 

**ZONING MAP** 

02 Revised Site Plan

2025-10-14 Resolution Mt Ephraim Baptist Church USE-0193-2024

with mms edits (cao)

# 26. Ordinance / JBCC Veterans Blvd. LLC (Veterans Storage) Rezone - RZNE-0067-2025

Attachments: 2025-10-14 RZNE-0067-2025 Veteran Storage Ord for PC

Location Map

**FLUM** 

Zoning

Site Plan - Signed 05.13.25 5

2025-10-14 RZNE-0067-2025 Veterans Storage SR for PC

#### 27. Resolution / JBCC Veterans Blvd. LLC (Veterans Storage) SITE-0125-2023

Attachments: 2025-11-07 SITE-0125-2023 Veteran's Storage IP for BOCC

Location Map

**FLUM** 

Zoning

Plan Dated 10-13-25 - BOCC

2025-11-07 Resolution SITE 0125-2023 Veterans Storage IP for

**BOCC** 

#### **ADJOURNMENT**

#### SUPPLEMENTAL BOARD DOCUMENTS

NOTE: For quasi-judicial matters, any party desiring a verbatim record of the proceeding of this hearing for the purpose of an appeal is advised to make private arrangements for the production of a record and anyone wishing to present documents or other written evidence to the Board must provide eight (8) copies of the written material. If special accommodations are required in accordance with the Americans with Disabilities Act, individuals should contact the County Administrator's Office by calling 863-993-4800 at least 48 hours prior to the hearing.



## **DeSoto County**

#### 11/18/2025

Item #: 1.		
☐ Regular Business	1	
☐ Public Hearing Amendment		
DEPARTMENT: SUBMITTED BY: PRESENTED BY:	00.	

#### TITLE & DESCRIPTION:

**Agreement Amendment/Tiny Town Administrative Services** 

#### **REQUESTED MOTION:**

To approve the Agreement Amendment with Fred Fox Enterprises, Inc., extending the Agreement as presented.

#### **SUMMARY:**

DeSoto County entered into an agreement with Fred Fox Enterprises, Inc. to provide administrative services for the Community Development Block Grant (CDBG) for Tiny Town. The agreement allows for three additional one-year terms. This will serve as the second one-year term extension.

#### **BACKGROUND:**

DeSoto County has been awarded CDBG funding to create tiny homes in partnership with DeSoto Cares to house homeless individuals. The project has had a few delays and is requiring an extension for the Administrative Services contract.

#### **FUNDS:**

Budget Amount: n/a

Actual Agenda Item Cost: n/a

Account Number: n/a Explanation: n/a

# DESOTO COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT CARES (CDBG-CV) ADMINISTRATIVE SERVICES CONTRACT # 22CV-S02 AGREEMENT AMENDMENT NO. THREE 23-21-00RFP

THIS AGREEMENT AMENDMENT is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, between the BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266, and FRED FOX ENTERPRISES, INCORPORATED, a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 4425 U.S. Highway 1 South (P.O. Box 840338) St. Augustine, Florida 32086.

WHEREAS, upon issuance of a Notice of Commencement, an Agreement was entered into on the 21<sup>st</sup> day of December, 2023, between the COUNTY and the CONSULTANT for DeSoto County's Community Development Block Grant CARES (CDBG-CV) Administrative Services Contract #22CV-S02; and

WHEREAS, the original Agreement provided for an initial term of ONE (1) year, with the option to renew for up to THREE (3) additional ONE (1) year terms, to be exercised individually on an annual basis; and

**WHEREAS,** the original Agreement was amended on April 9, 2024, as required by Florida Commerce, to include previously omitted language, which is hereby incorporated by reference; and

WHEREAS, the COUNTY and CONSULTANT desired to further amend the Agreement, on November 19, 2024, utilizing the first **ONE (1)** year renewal, extending the Agreement to December 21, 2025; and

WHEREAS, the COUNTY and CONSULTANT desire to further amend the original Agreement, utilizing the second **ONE** (1) year renewal, extending this Agreement to December 21, 2026, while maintaining all other provisions of the original Agreement, as amended, in full effect; and

**NOW THEREFORE,** in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to enter into this third amendment to the Agreement for Community Development Block Grant CARES (CDBG-CV) Administrative Services Contract #22CV-S02 and extend it for an additional one-year term.

**SECTION 1. INCORPORATION BY REFERENCE.** The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true; and

#### **SECTION 2. TIME OF PERFORMANCE.**

By the signing of this Amendment, the CONSULTANT hereby agrees to perform and complete the Scope of Services by December 21, 2026.

**SECTION 3.** The CONSULTANT shall comply with all specific completion dates and sequences indicated in the Scope of Work. In the event the Work is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONSULTANT shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any rights of the COUNTY.

**SECTION 4.** All other provisions of the December 21, 2023 Agreement, as amended, shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS W	<b>/HEREOF</b> , the p	arties have executed this Amendment to the Agreement
as of the	of	2025.
ATTEST:		BOARD OF COUNTY COMMISSIONERS DESOTO COUNTY, FLORIDA
By: Mandy J. Hi County Adm	ines	By:BOCC Chairman
		BoCC Approved:
Approved as to Legal sufficience		
Valerie Vicente County Attorney		Date:

WITNESSES:	FRED FOX ENTERPRISES, INCORPORATED
	By:
	Printed Name:
	Title:



# **DeSoto County**

#### 11/18/2025

Item #: 2.		
<ul><li>☑ Consent Agenda</li><li>☐ Regular Business</li><li>☐ Public Hearing Ot</li></ul>	•	
DEPARTMENT: SUBMITTED BY: PRESENTED BY:	Lauri Benson	

#### TITLE & DESCRIPTION:

**MOU / Senior Friendship Centers** 

#### **REQUESTED MOTION:**

To allow Lauri Benson to sign the MOU with Senior Friendship Centers for EHEAP and LIHEAP services.

#### **SUMMARY:**

DeSoto County Social Services and Senior Friendship Centers collaborate with EHEAP and LIHEAP services to the aging population.

#### **BACKGROUND:**

The County signs a MOU with Senior Friendship on an annual basis.

#### **FUNDS:**

Budget Amount: **N/A**Actual Agenda Item: **N/A** 

Cost: N/A

Account Number: N/A Explanation: N/A

#### MEMORANDUM OF UNDERSTANDING

#### LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

The purpose of this Agreement is to document the mutually beneficial relationship between Senior Friendship Centers, the Emergency Home Energy Assistance Program (EHEAP) provider, and Desoto County Social Services Department, Low Income Home Energy Assistance Program (LIHEAP) provider for Desoto County. This Agreement is designed to encourage coordination efforts on behalf of consumers who are eligible for EHEAP or LIHEAP assistance. This Agreement starts on October 1, 2025 to September 30, 2026, or will be updated if one of the above contracted parties change. All parties agree to the following terms and conditions:

- 1. Develop a positive relationship that encourages coordination and focuses on providing needed services to consumers in county in which they were residing at the time the home energy costs were incurred.
- 2. Coordinate services to prevent the duplication of benefits to consumers.
- 3. Make efforts to increase the quality of services provided to elderly participants.
- 4. Make referrals as necessary between agencies to ensure that crisis assistance is provided to consumers with the highest home energy needs and the lowest household income where there are insufficient funds. When funds are not available or are insufficient to meet the emergency home energy needs of a consumer, each agency agrees to accept an application for crisis benefits from consumers who may have initiated services with the other agency. The application must be properly completed. The consumer will provide all required eligibility documents.
- 5. Share information concerning training and staff development conducted on a local, state, and national level.
- 6. Invite each other to participate in planning meetings designed to enhance the delivery of services to consumers facing home energy crisis situations.
- 7. Plan and coordinate advertising, or hosting of events, when possible, that will make the community, especially low-income rural areas, aware of the availability of funds.
- 8. Coordinate services between programs for potential consumers living in the service area, between the Department of Community Affairs' Weatherization Assistance Program, LIHEAP & EHEAP.
- 9. Implement a plan that permits an immediate response on requests for verification that a household has not received EHEAP or LIHEAP crisis benefits.

**Privacy:** Both providers agree to abide by the Health Insurance Portability and Accountability Act Final Privacy Rule, 45 CFR Parts 164.306(a)(4) and 164.308(a), Health Information Technology for Economic and Clinical Health Act, any applicable federal or state laws pertaining to confidentiality of client records, including but not limited to protection of social security numbers.

Mutual indemnity: Each PARTY shall hold harmless, and indemnify the other PARTY and its directors, officers, agents, and employees against any and all loss, liability, damage, or expense caused by the indemnifying PARTY. However, neither PARTY shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. Nothing contained herein shall be construed or interpreted as a waiver of the County's sovereign immunity, or of any rights, defenses, or limitations of liability which the County may have under Section 768.28, Florida Statutes, or any other applicable law.

I hereby agree to the terms described above and will work to ensure that all involved staff members understand and comply with these conditions.

I hereby agree to comply with the above regulations.

Erin McLeod	
EHEAP Representative Name	LIHEAP Representative Name
EHEAP Provider Signature	LIHEAP Provider Signature
President & CEO Title	Title
10/31/2025 Date	Date



## **DeSoto County**

#### 11/18/2025

Item #: 3.			
□ Consent Agenda	□Quasi-Judicial Public Hearing		
☐ Regular Business	3:00 pm		
☐ Public Hearing Ag	greement		
<b>DEPARTMENT:</b>	Administration		
<b>SUBMITTED BY:</b>	Dennis Johnson		
PRESENTED BY:	Dennis Johnson		

#### TITLE & DESCRIPTION:

Agreement Amendment/Middle School I0167-Time Extension, Scope Revision, and Additional Funds Request

#### **REQUESTED MOTION:**

To approve Amendment 3 with FLCOMMERCE for the Community Development Block Grant - Mitigation Program I0167 and authorize the County Administrator to execute the Amendment.

#### **SUMMARY:**

DeSoto County entered into an Agreement with FLCOMMERCE on September 12, 2021, through September 11, 2025. This Amendment extension allows for one (1) additional year through September 11, 2026. The proposed amendment revises the language of the Deliverables to ensure reimbursement, allows for a one (1) year extension, provides additional funding, and revises the scope of work to install a generator with an underground storage tank.

#### **BACKGROUND:**

DeSoto County was awarded \$500,000.00 in Community Development Block Grant-Mitigation (CDBG-MIT) funding to install a generator and HVAC Chiller at the DeSoto Middle School gymnasium to provide power to citizens during sheltering services.

#### **FUNDS:**

Budget Amount: \$530,000.00

Actual Agenda Item Cost: \$500,000.00 Account Number: 307-71315253100000

Explanation: Increase to cover engineering fees.

Commerce Agreement Number: 10167

# AMENDMENT THREE TO THE FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) SUBRECIPIENT AGREEMENT

On **September 12, 2021**, the State of Florida, Department of Commerce ("Commerce") and **the DeSoto County Board of County Commissioners** ("Subrecipient") entered into agreement **I0167** ("Agreement"). Commerce and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

**WHEREAS**, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto;

WHEREAS the Agreement was previously amended on May 5, 2023, and July 11, 2024; and

WHEREAS the Parties wish to amend the Agreement as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- 1. This Agreement is hereby reinstated as though it had not expired.
- 2. Section 3, Period of Agreement, is hereby deleted in its entirety and replaced with the following:
  - (3) Period of Agreement. This Agreement begins September 12, 2021, and ends September 11, 2026, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary of the Division of Community Development approves such.
- 3. **Section 21 (a), Funding/Consideration**, is hereby deleted in its entirety and replaced with the following:
  - (a) The funding for this Agreement shall not exceed **Five Hundred Thirty Thousand Dollars and Zero Cents (\$530,000.00)** subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- 4. **Attachment A Project Description and Deliverables**, is hereby deleted in its entirety and replaced with the attached revised Attachment A.
- 5. **Exhibit 1 to Attachment I Funding Sources**, is hereby deleted in its entirety and replaced with the attached revised Exhibit 1 to Attachment I.
- 6. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

Commerce Agreement Number: 10167

**IN WITNESS HEREOF**, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **I0167**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS	FLORIDA DEPARTMENT OF COMMERCE	
SIGNED:	SIGNED:	
MANDY HINES	J. ALEX KELLY	
COUNTY ADMINISTRATOR	SECRETARY	
DATE:	DATE:	

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL FLORIDA DEPARTMENT OF COMMERCE

ву:	
Approved Date:	

#### Attachment A – Project Description and Deliverables

#### 1. PROGRAM DESCRIPTION:

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO), now Florida Department of Commerce, would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

Commerce has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

#### 2. **PROJECT DESCRIPTION:**

The Desoto County, Florida (Subrecipient) has been awarded \$530,000.00 in CDBG-MIT funding to harden the DeSoto Middle School, a disaster-related shelter, by installing a diesel emergency back-up generator up to 500kw with sufficient capacity to operate the DeSoto Middle School gymnasium electrical equipment, inclusive of automated transfer switches. Currently, there is no backup power for this facility that can house 250-300 people pre- and post-disaster. This project will be completed under the Low to Moderate Income (LMI) National Objective with an area of benefit LMI of 50.16%. The lifeline to be fortified as a result of the project is for the safety and security of the community. All electrical and mechanical equipment will be provided to secure and provide uninterrupted critical functions in the event of power outages due to wind or storms.

DeSoto Middle School is located in the heart of Arcadia, DeSoto County and is the only middle school serving all students in the County. DeSoto County and DeSoto County School District agree to work together on the grant project. The County Grants Coordinator will administer the grant in coordination with the School Board. The County Purchasing Director will ensure that all procurement requirements are met for all project components. The County Facilities Director will partner with the School District to oversee the construction and coordinate with all involved parties for project completion and maintenance.

There are no leveraged or matching funds associated with this project.

This project satisfies the Urgent Needs (UN) National Objectives requirements.

#### 3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the below items to Commerce within thirty (30) calendar days of execution of the agreement:
  - 1. Organizational chart with contact information.

- 2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions on the monthly report deadline.
- 3. Attachment B, Project Budget Develop and submit to Commerce a detailed budget for implementation of the project.
- 4. Attachment C, Activity Work Plan Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
  - a. Procurement policies and procedures that incorporate 2 CFR 200.317-327.
  - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
  - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDGB-MIT and Commerce policies.
  - d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD IOG Fraud Hotline (phone: 1-800-347-3735 or email <a href="mailto:hotline@hudoig.gov">hotline@hudoig.gov</a>).
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives, upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Mitigation Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a quarterly basis within ten (10) calendar days after the end of each quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- J. Subrecipient shall provide pictures to document progress and completion of tasks and final project.

#### 4. ELIGIBLE TASKS AND DELIVERABLES:

Commerce Agreement Number: 10167

#### A. Deliverable 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

- 1. Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2. Develop policies for the Subrecipient to adopt related to special conditions listed in this subgrant agreement,
- 3. Prepared procurement documents,
- 4. Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Subrecipient's area,
- 5. Prepared and submitted public notices for publications,
- 6. Maintained financial records related to project activities on-site,
- 7. Conducted a Fair Housing activity,
- 8. Maintain project files,
- 9. Attended meetings of the Subrecipient's local governing body to provide progress reports on subgrant activities,
- 10. Prepared documentation for and attend on-site monitoring visits by Commerce,
- 11. Prepared financial activity for submission to Commerce,
- 12. Prepared and submitted to Commerce detailed monthly and quarterly reports,
- 13. Prepared and submitted to Commerce Section 3 reports,
- 14. Responded to citizens' complaints,
- 15. Prepared subgrant modification document for submission to Commerce for review and approval,
- 16. Prepared responses to monitoring findings and concerns for Subrecipient to submit to Commerce or HUD,
- 17. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package Completed and Submitted to Commerce.

#### B. **Deliverable 2 – Engineering Services**

Subrecipient shall:

 Create a full design package, signed and sealed by a professional engineer licensed in Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to the installation of diesel backup generator, electrical connections, fuel tank, and containment for the middle school gymnasium which meets or exceeds industry standards for wind resistance in accordance with local, state and federal code requirements.

#### C. Deliverable 3 - Construction

Subrecipient shall hire Florida licensed contractor to:

- 1. Obtain required construction permits
- 2. Install new diesel generator of sufficient capacity to provide emergency backup power for the DeSoto Middle School gym, mounted on concrete pads, with an automatic transfer switch and all necessary ancillary electrical equipment related to the generator.
- 3. Install 1500-gallon Sub-Base generator fuel tank, with secondary containment capacity as required and all necessary piping, pumps, and appurtenances related to the generator connection.

4. Train appropriate DeSoto County operations staff on operation and maintenance of the generator, transfer switch, fuel system and related equipment

#### 5. **DELIVERABLES:**

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Program Implem		Financial Consequences
Tasks Subrecipient shall provide project implementation activities as identified in Section 4.A. of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A, Attachment A – Project Description and Deliverables; evidenced by invoice(s) noting completed tasks as well as payroll  Financial Consequences  Failure to complete the Minima Level of Service as specified result in non-payment for the deliverable for each payment request.	
	and other supporting documentation, as applicable.	
	documentation, as applicable.	Deliverable No. 1 Cost: \$10,000.00
Deliverable No. 2 – Engineering Serv	ices	
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete task as detailed in Section 4.B. of this Scope of Work	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation:  1) Engineering design, working drawings and associated cost estimates, if applicable;  2) Copies of all required permits, if applicable; and  3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable No. 3 - Construction		Deliverable No. 2 Cost: \$70,000.00
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete task as detailed in Section 4.C of this Scope of Work	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%,	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

Commerce Agreement Number: 10167

20	0/ 400/ 500/ 600/ 700/ 000/	
30	%, 40%, 50%, 60%, 70%, 80%,	
90	%, and 100%, evidenced by	
sul	bmittal of the following	
do	cumentation:	
1)	AIA forms G702 and G703, or	
	similar accepted Commerce	
	form, completed by a licensed	
	professional certifying to the	
	percentage of project	
	completion;	
2)	Photographs of project in	
	progress and completed; and	
3)	Invoice package in accordance	
	with Section 7 of this Scope of	
	Work.	
Total Deliverable 3 Cost: \$450,000.00		
TOTAL PROJECT COST NOT TO EXCEED \$530,000.00		

**COST SHIFTING:** The deliverable amounts specified within the Eligible Tasks and Deliverables section 5 tables above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **Modification** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

- 6. **COMMERCE RESPONSIBILITIES:** Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be Commerce in its discretion.
  - A. Assign a Grant Manager as a point of contact for Subrecipient.
  - B. Review Subrecipient's invoices described herein and process them on a timely basis.
  - C. Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.
- 7. INVOICE SUBMITTAL: Commerce shall reimburse the Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (21) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<a href="https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf">https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf</a>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
  - 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
  - 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  - 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete. Include if applicable to your program
  - 4. Photographs of the project in progress and completed work;
  - 5. A copy of all supporting documentation for vendor payments; and
  - 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulations allows such payments. Upon meeting either of the criteria set forth below, the subrecipient may elect in writing to exercise this provision.
  - 1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  - 2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

<sup>~</sup> Remainder of this page is intentionally left blank ~

Commerce Agreement Number: 10167

#### Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency: U.S. Department of Housing and Urban Development

Federal Funds Obligated to Subrecipient: \$530,000.00

Assistance Listing Number Title:

Community Development Block Grants/State's Program

and Non-Entitlement Grants in Hawaii

Assistance Listing Number: 14.228

**Project Description:** Funding is being provided for the critical hardening of a

middle school that serves as an emergency shelter by

This is not a research and development award. installing a back-up generator and water-cooled A/C

System

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

#### **Federal Program**

- 1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
- 2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 570.497.
- 3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
- 4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
- 5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as

Commerce Agreement Number: I0167

Follows: N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.



## **DeSoto County**

#### 11/18/2025

Item #: 4.		
⊠ Consent Agenda	□Quasi-Judicial Public Hearing	
☐ Regular Business	3:00 pm	
☐ Public Hearing Pu	rchase	
<b>DEPARTMENT:</b>	Roads & Bridges	
<b>SUBMITTED BY:</b>	Jessica Young-Holder	
DDECENTED DV.	Trox Hughes	

#### TITLE & DESCRIPTION:

**Purchase of Western Star Dump Truck** 

#### **REQUESTED MOTION:**

Authorize the County Administrator to approve the purchase order for a Western Star Dump Truck as approved in the 2025/2026 budget.

#### **SUMMARY:**

**Purchase of Western Star Dump Truck** 

#### **BACKGROUND:**

This dump truck would replace 2001-30. The replacement would benefit productivity, in hauling materials for Road and Bridge and Landfill. In addition, time loss due to equipment breakdowns will no longer be an issue. This purchase is being made pursuant to the existing Sheriffs Association Bid contract with Orlando Freightliner. Contract number FSA25-VEH23.0. "Heavy Trucks" in effect from 10/01/2025 through 09/30/2027 The Hillsborough County Sheriff's Office has partnered with FSA CPP to procure and administer select Contracts using an interlocal agreement. The bid solicitation is conducted by the lead agency, Hillsborough County Sheriff's Office. The resulting contract is administered by the Florida Sheriffs Association Cooperative Purchasing Program.

Host Sheriff Procurement Contracts are cooperative contracts competitively procured by Florida Sheriffs' Offices and administered by the Florida Sheriffs Association's Cooperative Purchasing Program (FSA CPP). All Host Sheriff Procurement Contracts permit purchasing and piggybacking by state and local government agencies nationwide. Hillsborough County Sheriff's Office intends to make Host Sheriff Procurement Contracts available to all eligible purchasers identified by <a href="Rule 60A-1.001">Rule 60A-1.001</a>, Florida <a href="Administrative Code">Administrative Code</a> <a href="https://www.flrules.org/gateway/RuleNo.asp?">https://www.flrules.org/gateway/RuleNo.asp?</a></a> <a href="https://www.flrules.org/gateway/RuleNo.asp?">https://www.flrules.org/gateway/RuleNo.asp?</a></a> <a href="https://www.flrules.org/gateway/RuleNo.asp?">https://www.flrules.org/gateway/RuleNo.asp?</a></a> <a href="https://www.flrules.org/gateway/RuleNo.asp?">https://www.flrules.org/gateway/RuleNo.asp?</a></a> <a href="https://www.flrules.org/gateway/RuleNo.asp?">https://www.flrules.org/gateway/RuleNo.asp?</a></a>

#### ITEM #: 4.

agencies nationwide. It is up to each agency to assess whether the agency may make purchases from Host Sheriff Procurement Contracts. Pursuant to the County's Procurement policy, the County may purchase under cooperative purchase contracts when they are obtained using competitive bidding procedures equivalent to those contained in the County's policy.

Staff are requesting the authorization for the County Administrator to approve the purchase of a Western Star Dump Truck as approved in the 2025/2026 budget.

#### **FUNDS:**

Budget Amount: \$207,884.00

Actual Agenda Item cost: \$198,272.00 Account Number: 60505416400000

Explanation: 2025/2026 New Equipment Purchase

# Orlando Freightliner 2455 S Orange Blossom Trail Apopka Fl. 32703 407-295-3846 ext 4222 407-291-8408 fax 407-509-6651 cell

#### 10-6-25

#### To Brian Ross

Orlando l'reightliner is pleased to provide the following quote via the 2025-2026 Florida Sheriffs Association bid #FSA25-VEH23.0

Spec #83		\$	133,791.00
101-26V GVW package	\$	•	17,071.00
452-006 full locking diff's	-	\$	1,185.00
16' dump		\$	42,020.00
Backup camera		\$	1,625.00
Option 900 misc items not listed			
Body strobes		\$	1,620.00
24X24X36 tool box		\$	960.00
•			

\$198,272.00

Sincerely,

Total

Bob Scharpnick Municipal Sales Orlando Freightliner Isuzu Truck of Ocala



## **DeSoto County**

#### 11/18/2025

Item #: 5.				
☐ Regular Business	•			
☐ Public Hearing Amendment				
DEPARTMENT: SUBMITTED BY: PRESENTED BY:	Administration Peggy Waters Dennis Johnson			

#### TITLE & DESCRIPTION:

Agreement Amendment/ CDBG MT040 County Road 769 Bridge Repair time extension.

#### **REQUESTED MOTION:**

To approve the Community Development Block Grant (CDBG) Agreement MT040 Amendment Two with Florida, Department of Commerce as presented and authorize the County Administrator to execute the Amendment.

#### **SUMMARY:**

The County has requested an extension of the grant completion date to February 27, 2027, to more accurately reflect the project schedule. In addition, the County has requested that the Deliverables and Tasks be revised to better align with the actual pace of the project.

#### **BACKGROUND:**

DeSoto County has been awarded \$3,273,575 in CDBG-MIT funding for mitigation efforts to repair and harden the C.R. 769 Bridge.

#### **FUNDS:**

Budget Amount: N/A
Actual Agenda Item: N/A

Cost: N/A

Account Number: N/A Explanation: N/A

Commerce Agreement No.: MT040

# AMENDMENT TWO TO THE FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) SUBRECIPIENT AGREEMENT

On **February 28, 2022**, the State of Florida, Department of Commerce ("Commerce"), formerly known as the "Florida Department of Economic Opportunity," and the **Desoto County Board of County Commissioners** ("Grantee") entered into agreement **MT040** ("Agreement"). Commerce and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS**, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS the Agreement was amended on April 4, 2023; and

**WHEREAS** the Parties wish to amend the Agreement as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- On July 1, 2023, the Florida Department of Economic Opportunity will be renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to "Department of Economic Opportunity" or "DEO" are replaced with "Department of Commerce" or "Commerce."
- 2. Section 3, Period of Agreement, is hereby deleted in its entirety and replaced with the following:
  - (3) Period of Agreement. This Agreement begins February 28, 2022, and ends February 27, 2027, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary of the Division of Community Development approves such.
- **3. Section 28, Employment Eligibility Verification**, is hereby deleted in its entirety and replaced with the following:
  - **A.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <a href="https://www.e-verify.gov/">https://www.e-verify.gov/</a>.
  - **B.** In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
    - (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A

- public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- **C.** If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.
- **4. Attachment A, Project Description and Deliverables**, is hereby deleted in its entirety and replaced with the attached:
- 5. Attachment G, Reports, Section 3, is hereby deleted in its entirety and replaced with the following:
  - 3. The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this closeout period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

- 6. Attachment G, Reports, Section 6, is hereby deleted in its entirety and replaced with the following:
  - 6. Section 3 Quarterly Reporting Requirements. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).
    - Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to Commerce.
- **7.** All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

Commerce Agreement No.: MT040

**IN WITNESS HEREOF**, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **MT040**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

FLORIDA DEPARTMENT OF COMMERCE	DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS
SIGNED:	SIGNED:
J. ALEX KELLY	MANDY HINES
SECRETARY	COUNTY ADMINISTRATOR
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL FLORIDA DEPARTMENT OF COMMERCE

By:	
Approved Date:	

#### Attachment A - Project Description and Deliverables

#### 1. PROGRAM DESCRIPTION:

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Commerce (Commerce) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

In February 2021, HUD announced an additional \$46,900,000 in federal mitigation funding for Florida communities that experienced a major disaster in 2018, raising the total CDBG-MIT allocation to \$680,385,000. (86 FR 561).

This award has been granted under the **General Infrastructure Program**. Projects eligible for funding under this program must be from units of general local government (UGLG) including towns, cities, counties, and villages. Eligible activities include projects that demonstrably increase community resilience.

The following types of infrastructure projects are encouraged:

- 1. Restoration of critical infrastructure
- 2. Renourishment of protective costal dune systems and state beaches
- 3. Building or fortifying buildings that are essential to the health, safety, and welfare of a community
- 4. Rehabilitation or construction of stormwater management systems
- 5. Improvements to drainage facilities
- 6. Reconstruction of lift stations and sewage treatment plants
- 7. Road repair and improvement and bridge strengthening

#### 2. PROJECT DESCRIPTION:

The DeSoto County Board of County Commissioners (Subrecipient) has been awarded \$3,273,575.00 in CDBG-MIT funding to for mitigation efforts to repair and harden the C.R. 769 Bridge. Repair and structural hardening of the CR 769 bridge.

This project satisfies the Urgent Needs (UN) National Objectives requirements.

There are no leveraged or matching funds included in this project.

#### 3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the below items to Commerce within thirty (30) calendar days of execution of the agreement:
  - 1. Organizational chart with contact information.

- 2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions on the monthly report deadline.
- 3. Attachment B, Project Budget Develop and submit to Commerce a detailed budget for implementation of the project.
- 4. Attachment C, Activity Work Plan Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
  - a. Procurement policies and procedures that incorporate 2 CFR 200.317-327.
  - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
  - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDGB-MIT and Commerce policies.
  - d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD IOG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives, upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Mitigation Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a quarterly basis within ten (10) calendar days after the end of each quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- J. Subrecipient shall provide pictures to document progress and completion of tasks and final project.

Commerce Agreement Number: MT040

#### 4. ELIGIBLE TASKS AND DELIVERABLES:

#### A. Deliverable 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

- 1. Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2. Maintain project files
- 3. Review of weekly Davis-Bacon payroll(s) for accuracy and compliance
- 4. Manage project activities, schedules, record review, DEO monitoring visits
- 5. Development of bidding documents, scoring and selection of engineer contractors
- 6. Inspection and monitoring activities

#### B. Deliverable 2 – Engineering Services

Subrecipient shall:

- Submit a copy of the final design solicitation package, the awarded submittal package, award documentation, contract documentation for the awarded design firm and project delivery schedule at kickoff.
- 2. Submit a full design package, signed and sealed by a professional engineer licensed in Florida, including, but not limited to, engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to the design showing extent of project reporting at 20%, 40%, 60%, 80% design and final.

#### C. Deliverable 3 – Construction

Subrecipient shall hire Florida licensed contractor to:

- Contractor to repair C.R. 769 Bridge (Bridge #040022) to design specifications detailed in 4.B.2 of this Scope of work. Work includes mobilization, demobilization, bonds and insurance, and restoration of work area
- 2. Engineer is to inspect the construction site weekly to observe the progress of the various aspects of the contractor's work.
- 3. Engineer is to conduct semi-final inspection(s) work at substantial completion of construction.
- 4. Engineer will work with the construction contractor and the county on any necessary change orders, prepare and co-execute any necessary change orders, if required.
- 5. Engineer will review and approve all construction pay requests

#### 5. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Program Implementation				
Tasks	Minimum Level of Service	Financial Consequences		

Subrecipient shall provide project implementation activities as identified in Section 4.A. of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A, Attachment A – Project Description and Deliverables; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non- payment for this deliverable for each payment request.			
Delta college a contraction	Deliverable No. 1 Cost: \$163,677.00				
Deliverable No. 2 – Engineering Tasks	Minimum Level of Service	Financial Consequences			
Subrecipient shall complete task as detailed in Section 4.B. of this Scope of Work	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation:  1) Engineering design, working drawings and associated cost estimates, if applicable.  2) Copies of all required permits, if applicable; and  3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.			
		erable No. 2 Cost: \$312,718.00			
Deliverable No. 3 - Construction		5			
Tasks	Minimum Level of Service	Financial Consequences			
Subrecipient shall complete task as detailed in Section 4.C of this Scope of Work	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, evidenced by submittal of the following documentation:  1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion.  2) Photographs of project in progress and completed; and  3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.			
	Total Deliverable 3 Cost: \$2,797,180.00				
TOTAL PROJECT COST NOT TO EXCEED \$3,273,575.00					

**COST SHIFTING:** The deliverable amounts specified within the Eligible Tasks and Deliverables section 5 tables above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **Modification** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

#### 6. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be Commerce in its discretion
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

#### 7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<a href="https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf">https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf</a>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverables have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.
- B. The following documents shall be submitted with the itemized invoice:
  - 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
  - 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
  - A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete. Include if applicable to your program
  - 4. Photographs of the project in progress and completed work.
  - 5. A copy of all supporting documentation for vendor payments; and
  - 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the

Commerce Agreement Number: MT040

State deems necessary to verify that the services have been rendered under this Agreement.

- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulations allows such payments. Upon meeting either of the criteria set forth below, the subrecipient may elect in writing to exercise this provision.
  - 1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  - 2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.



# **DeSoto County**

# 11/18/2025

Item #: 6.			
	□Quasi-Judicial Public Hearing		
☐ Regular Business	3:00 pm		
☐ Public Hearing Ar	mendment		
<b>DEPARTMENT:</b>	Administration		
<b>SUBMITTED BY:</b>	Dennis Johnson		
PRESENTED BY:	Dennis Johnson		

#### TITLE & DESCRIPTION:

Agreement Amendment / CDBG MT041 King and Baker Drainage Project time extension.

# **REQUESTED MOTION:**

To approve the Community Development Block Grant (CDBG) Project Agreement MT041 Amendment Two with the Florida Department of Commerce, as presented, and authorize the County Administrator to execute the Amendment.

#### **SUMMARY:**

The County has requested an extension of the grant completion date to February 13, 2027, to more accurately reflect the project schedule. In addition, the County has requested that the Deliverables and Tasks be revised to better align with the actual pace of the project.

# **BACKGROUND:**

DeSoto County has been awarded \$3,757,012.00 in CDBG-MIT funding for mitigation efforts to overhaul the current decaying King and Baker drainage system.

#### **FUNDS:**

Budget Amount: N/A

Actual Agenda Item Cost: N/A

Account Number: **N/A** Explanation: **N/A** 

Commerce Agreement No.: MT041

# AMENDMENT TWO TO THE FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) SUBRECIPIENT AGREEMENT

On **February 14, 2022**, the State of Florida, Department of Commerce ("Commerce"), formerly known as the "Florida Department of Economic Opportunity," and the **Desoto County Board of County Commissioners** ("Grantee") entered into agreement **MT041** ("Agreement"). Commerce and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS**, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS the Agreement was amended on April 4, 2023; and

**WHEREAS** the Parties wish to amend the Agreement as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- On July 1, 2023, the Florida Department of Economic Opportunity will be renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to "Department of Economic Opportunity" or "DEO" are replaced with "Department of Commerce" or "Commerce."
- **2. Section 3, Period of Agreement**, is hereby deleted in its entirety and replaced with the following:
  - (3) Period of Agreement. This Agreement begins February 14, 2022, and ends February 13, 2027, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary of the Division of Community Development approves such.
- **3. Section 28, Employment Eligibility Verification**, is hereby deleted in its entirety and replaced with the following:
  - **A.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <a href="https://www.e-verify.gov/">https://www.e-verify.gov/</a>.
  - B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
    - (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A

- public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- **C.** If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.
- **4. Attachment A, Project Description and Deliverables**, is hereby deleted in its entirety and replaced with the attached:
- 5. Attachment G, Reports, Section 3, is hereby deleted in its entirety and replaced with the following:
  - 3. The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this closeout period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

- 6. Attachment G, Reports, Section 6, is hereby deleted in its entirety and replaced with the following:
  - 6. Section 3 Quarterly Reporting Requirements. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).
    - Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to Commerce.
- **7.** All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

Commerce Agreement No.: MT041

**IN WITNESS HEREOF**, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **MT041**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

FLORIDA DEPARTMENT OF COMMERCE	DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS
SIGNED:	SIGNED:
J. ALEX KELLY	MANDY HINES
SECRETARY	COUNTY ADMINISTRATOR
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL FLORIDA DEPARTMENT OF COMMERCE

By:	
Approved Date:	

#### Attachment A - Project Description and Deliverables

#### 1. **PROGRAM DESCRIPTION:**

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Commerce (Commerce) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

In February 2021, HUD announced an additional \$46,900,000 in federal mitigation funding for Florida communities that experienced a major disaster in 2018, raising the total CDBG-MIT allocation to \$680,385,000. (86 FR 561).

This award has been granted under the **General Infrastructure Program**. Projects eligible for funding under this program must be from units of general local government (UGLG) including towns, cities, counties, and villages. Eligible activities include projects that demonstrably increase community resilience.

The following types of infrastructure projects are encouraged:

- 1. Restoration of critical infrastructure
- 2. Renourishment of protective costal dune systems and state beaches
- 3. Building or fortifying buildings that are essential to the health, safety, and welfare of a community
- 4. Rehabilitation or construction of stormwater management systems
- 5. Improvements to drainage facilities
- 6. Reconstruction of lift stations and sewage treatment plants
- 7. Road repair and improvement and bridge strengthening

#### 2. **PROJECT DESCRIPTION:**

The DeSoto County Board of County Commissioners (Subrecipient) has been awarded \$3,757,012.00 in CDBG-MIT funding for mitigation efforts to overhaul the current decaying Baker King drainage system and renew it with a system designed with a longer service life. The drainage system has been deemed a critical system as the current one has already shown evidence of failure and a newer, safer version is needed to reduce chances of flooding and mitigate transportation impacts in both regular and extreme storm conditions. The mitigation activities consist of installation of new drainage system. The project is expected to be completed within 48 months of date of execution at the cost of \$3,757,012.00.

This project satisfies the Low-to-Moderate Income (LMI) National Objectives requirements with a service area LMI of over 51%.

There are no leveraged or matching funds included in this project. The team overseeing this project consists of Grant Coordinator, County Engineer, Purchasing Director, General Contractor, and selected contractor(s).

#### 3. **SUBRECIPIENT RESPONSIBILITIES:**

- A. Complete and submit the below items to Commerce within thirty (30) calendar days of execution of the agreement:
  - 1. Organizational chart with contact information.
  - 2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions on the monthly report deadline.
  - 3. Attachment B, Project Budget Develop and submit to Commerce a detailed budget for implementation of the project.
  - Attachment C, Activity Work Plan Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
  - a. Procurement policies and procedures that incorporate 2 CFR 200.317-327.
  - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
  - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDGB-MIT and Commerce policies.
  - d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD IOG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives, upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Mitigation Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a quarterly basis within ten (10) calendar days after the end of each quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

Commerce Agreement No.: MT041

J. Subrecipient shall provide pictures to document progress and completion of tasks and final project.

#### 4. ELIGIBLE TASKS AND DELIVERABLES:

#### A. Deliverable 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

- 1. Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2. Maintain project files
- 3. Review of weekly Davis-Bacon payroll(s) for accuracy and compliance
- 4. Manage project activities, schedules, record review, DEO monitoring visits
- 5. Development of bidding documents, scoring and selection of engineer contractors
- 6. Inspection and monitoring activities

#### B. Deliverable 2 – Engineering Services

Subrecipient shall:

- 1. Submit a copy of the final design solicitation package, the awarded submittal package, award documentation, contract documentation for the awarded design firm and project delivery schedule at kickoff.
- 2. Submit a full design package, signed and sealed by a professional engineer licensed in Florida, including, but not limited to, engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to the design showing extent of project reporting at 20%, 40%, 60%, 80% design and final.

#### C. Deliverable 3 – Construction

Subrecipient shall hire Florida licensed contractor to:

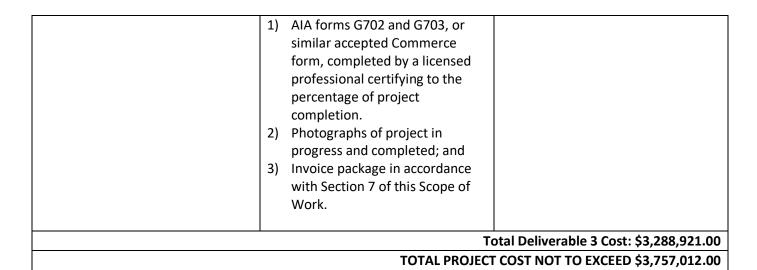
- 1. Contractor to replace roughly 4,100 linear feet of main stormwater trunk line and stormwater laterals. Work includes mobilization, demobilization, bonds and insurance, and restoration of work area for:
  - a) State Road 70 to Southeast Baker Street
  - b) Baker Street towards Hillsborough Avenue
  - c) Double culvert crossing under Hillsborough Avenue
- 2. Engineer is to inspect the construction site weekly to observe the progress of the various aspects of the contractor's work.
- 3. Engineer is to conduct semi-final inspection(s) work at substantial completion of construction.
- 4. Engineer will work with the construction contractor and the county on any necessary change orders, prepare and co-execute any necessary change orders, if required.
- 5. Engineer will review and approve all construction pay requests

#### 5. **DELIVERABLES:**

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Program Implementation					
Tasks	Minimum Level of Service	Financial Consequences			
Subrecipient shall provide project implementation activities as identified in Section 4.A. of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A, Attachment A – Project Description and Deliverables; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.			
Deliverable No. 1 Cost: \$187,851.00					
Deliverable No. 2 – Engineering Serv					
Tasks	Minimum Level of Service	Financial Consequences			
Subrecipient shall complete task as detailed in Section 4.B. of this Scope of Work	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation:  1) Engineering design, working drawings and associated cost estimates, if applicable.  2) Copies of all required permits, if applicable; and  3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.			
		Deliverable No. 2 Cost: \$280,240.00			
Deliverable No. 3 - Construction Tasks	Minimum Level of Service	Financial Consequences			
Subrecipient shall complete task as detailed in Section 4.C of this Scope of Work	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, evidenced by submittal of the following documentation:	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.			

Commerce Agreement No.: MT041



**COST SHIFTING:** The deliverable amounts specified within the Eligible Tasks and Deliverables section 5 tables above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **Modification** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

#### 6. **COMMERCE RESPONSIBILITIES:**

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

#### 7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<a href="https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf">https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf</a>).

A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverables have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.

- B. The following documents shall be submitted with the itemized invoice:
  - 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
  - 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
  - 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete. Include if applicable to your program
  - 4. Photographs of the project in progress and completed work.
  - 5. A copy of all supporting documentation for vendor payments; and
  - 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulations allows such payments. Upon meeting either of the criteria set forth below, the subrecipient may elect in writing to exercise this provision.
  - 1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  - 2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.



# **DeSoto County**

# 11/18/2025

Item #: 7.				
♥ Consent A conde	□Quasi-Judicial Public Hearing			
△ Consent Agenda	□Quasi-Judiciai Fuolic Hearing			
☐ Regular Business	3:00 pm			
☐ Public Hearing Ag	greement			
<b>DEPARTMENT:</b>	Emergency Management			
<b>SUBMITTED BY:</b>	Marc Purvis			
PRESENTED BY:	Marc Purvis			

#### TITLE & DESCRIPTION:

**Emergency Management Performance Grant (EMPG)** 

#### **REQUESTED MOTION:**

To approve the agreement between the DeSoto County Board of County Commissioners and the Florida Division of Emergency Management as it relates to the Emergency Management Performance Grant.

# **SUMMARY:**

This is an annual grant agreement between the DeSoto BOCC and FDEM that provides funding to local emergency management departments to assist with emergency preparedness activities. DeSoto County has received funds from this grant source since 1996.

#### **BACKGROUND:**

This is a cost reimbursement grant whose purpose is to enhance the Emergency Management Program and ensure continued compliance with Federal regulations. Desoto County has received funds from this grant source since 1996.

#### **FUNDS:**

Budget Amount: \$50,725.21

Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text. Explanation: Click or tap here to enter text.

Agreement Number:	G0630
Agreement Number.	

**Desoto County** 

#### FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. § 200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. § 200.1, "pass-through entity" means "a non-federal entity that provides a subaward to a Sub-Recipient to carry out part of a federal program."

As defined by 2 C.F.R. § 200.1, "Sub-Recipient" means "a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award."

As defined by 2 C.F.R. § 200.1, "Federal award" means "federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. § 200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. § 200.332:

Sub-Recipient's name:

Sub-Recipient's unique entity identifier:	GH9DBEQV5KK3
Federal Award Identification Number (FAIN):	EMA-2025-EP-05019
Federal Award Date:	10/01/2025-9/30/2026
Subaward Period of Performance Start and End Date: Budget Period Start and End Date: Amount of Federal Funds Obligated by this Agreement: Total Amount of Federal Funds Obligated to the Sub-Recipient	
by the pass-through entity to include this Agreement:  Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	\$50,725.21
Federal award project description (see FFATA):  Name of Federal awarding agency:  Name of pass-through entity:  Contact information for the pass-through entity:	See Article 1, Agreement Articles Dept. of Homeland Security FL. Division of Emergency Mgmt. Kevin Guthrie, Executive Director 2555 Shumard Oak Boulevard
Assistance Listings Number and Title  Whether the award is R&D: Indirect cost rate for the Federal award:	Tallahassee, Florida 32399  97.042-Emergency Management  Performance Grant (EMPG)  Program N/  A  31.90%

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with

headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and

Desoto County
, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a federal award, and the Sub-Recipient serves as the recipient of a subaward.

#### THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The State of Florida received these grant funds from the Federal Government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,
  - C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

# (1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. § 200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. . ." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

# (2) LAWS, RULES, REGULATIONS AND POLICIES

- a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
  - b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:
- i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
- ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
- iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

- vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State of Florida and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

# (3) CONTACT

- a. In accordance with section 215.971(2)(a)1, Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. The Grant Manager for the Division shall:
  - i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.
  - b. The Division's Grant Manager for this Agreement is:

Tamisha Jenkins, Grant Manager 2555 Shumard Oak Boulevard Tallahassee,

Florida

Telephone: 850-815-4328

Email: Tamisha.jenkins@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Marc Purvis, EM Coordinator

2200 N.E. Roan St.

Arcadia, FL 34266

Telephone: 863-993-4831

Email: m.purvis@desotobocc.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative shall be provided to the other party.

# (4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

#### (5) EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be signed by the Sub-Recipient and returned to the Division for execution no later than forty-five (45) days following initial

notification of receipt. Failure to return the signed agreement by the deadline may result in termination of the grant award.

#### (6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

Subrecipients may initiate a one-time extension of the period of performance by up to six (6) months unless one or more of the conditions outlined in (i) through (iii) of this section apply. For one-time extensions, the subrecipient shall notify the Division in writing with the supporting reasons and revised period of performance at least one hundred eighty (180) calendar days before the end of the period of performance. This one-time extension shall not be exercised merely for the purpose of spending down the award balance. Extensions require explicit prior Division approval when:

- (i) The terms and conditions of the federal award prohibit the extension.
- (ii) The extension requires additional federal funds.
- (iii) The extension involves any change in the approved objectives or scope of the project.

# (7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

# (8) PERIOD OF AGREEMENT.

This Agreement shall begin **October 1, 2025 and shall end September 30, 2026** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. § 200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. § 200.1, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

#### (9) FUNDING

- a. This is a cost-reimbursement agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division shall reimburse the Sub-Recipient only for allowable costs incurred upon the successful completion of each deliverable and the submission of all required supporting documentation. The maximum reimbursement amount for the entirety of this Agreement is \_\_\$50,725.21 \_\_\_\_\_\_.

- d. As required by 2 C.F.R. § 200.415(a), any request for payment under this Agreement shall include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division shall review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, that clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and,
  - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. § 200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. § 200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. § 200.430 ("Compensation—personal services") and 2 C.F.R. § 200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. § 207(e)(2)), then the Division shall treat the expense as a fringe benefit. 2 C.F.R. § 200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. § 200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:
  - i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-federal entity or specified grouping of employees.

- h. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. § 200.475. Reimbursement for travel shall be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient shall provide documentation that:
- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
  - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report shall identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
  - j. As defined by 2 C.F.R. § 200.1, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- k. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account and may not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included with this Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E shall specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

# (10)RECORDS

a. As required by 2 C.F.R. § 200.337, the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

- b. As required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by 2 C.F.R. § 200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement: Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Sub-Recipient. federal awarding agencies and pass-through entities shall not impose any other record retention requirements upon non-federal entities.
  - i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
  - ii. When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
  - iii. Records for real property and equipment acquired with federal funds shall be retained for three (3) years after final disposition.
  - iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the non-federal entity.
  - v. Records for program income transactions after the period of performance. In some cases, recipients shall report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned.
  - vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

- 1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3) year retention period for its supporting records starts from the date of such submission.
- 2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the federal Government (or to the pass-through entity) for negotiation purposes, then the three (3) year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- d. In accordance with 2 C.F.R. § 200.335, the federal awarding agency shall request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the federal awarding agency may make arrangements for the non-federal entity to retain any records that are continuously needed for joint use.
- e. The Division utilizes the Digital Enterprise Management System (DEMES) as its primary platform for all Agreement information. While electronic records are the standard, the Division will, in accordance with 2 C.F.R. § 200.336, provide or accept paper versions of this information to or from the Sub-Recipient upon request. When original records are created and maintained electronically in DEMES, they serve as the official record, and paper copies are not required for retention. If a Sub-Recipient submits paper copies, these paper records will be digitized and substituted with an electronic version in DEMES, provided the process includes periodic quality control, reasonable safeguards against alteration, and ensures the record remains readable.
- f. As required by 2 C.F.R. § 200.303(e), the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- g. Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions shall be open to the public; (2) reasonable notice of such meetings shall be given; and (3) minutes of the meetings shall be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), also applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, Section 286.011, Florida

Statutes, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then Section 286.011, Florida Statutes, (Government in the Sunshine Law) applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

- h. Chapter 119, Florida Statutes (Florida's Public Records Law), provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of chapter 119, Florida Statutes.
- i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work Attachment A and B and all other applicable laws and regulations.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

- c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such noncompliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit shall be received by the Division no later than nine (9) months from the end of the Sub-Recipient's fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

https://facides.census.gov

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

#### (12)REPORTS

a. Consistent with 2 C.F.R. § 200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by

the Sub-Recipient and all subcontractors in completing the work described in Attachment B-Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

- b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The close-out report is due sixty (60) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever first occurs.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachments A and B of this Agreement.
- e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.
- f. The Sub-Recipient shall provide additional reports and information identified in Attachment B.

#### (13)MONITORING.

- a. Consistent with 2 C.F.R. § 200.328 the Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the guarterly report.
- b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, On-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division shall monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

#### (14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall

hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

- b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- c. As defined in section 200.310 Insurance Coverage: The non-federal entity shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the federal award.

#### (15)DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any events of default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

#### (16)REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
  - c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
  - e. Exercise any corrective or remedial actions, to include but not be limited to:
- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
  - f. The Division may Administratively close an Agreement. The Division may use the administrative close-out process when a Sub-Recipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. The Division shall make three (3) written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If the Division needs to administratively close an agreement, this may negatively impact a Sub-Recipient's ability to obtain future funding; and
  - g. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies shall not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it shall not affect, extend or waive any other right or remedy of the

Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

## (17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.
- c. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.
- d. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.
- e. In the event that this Agreement is terminated, the Sub-Recipient shall not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient shall cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice shall be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

# (18)PROCUREMENT

- a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").
- b. As required by 2 C.F.R. § 200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records shall include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."
- c. As required by 2 C.F.R. § 200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-

Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

- d. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least ten (10) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:
- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.
- e. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations,

and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.
- f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. effected
- g. As required by 2 C.F.R. § 200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- h. As required by 2 C.F.R. § 200.319(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. The Sub-Recipient or pass-thru entity shall disclose to the Division, in writing, any real or potential conflict of interest that may arise during the administration of the Federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or Sub-Recipient.
- i. As required by 2 C.F.R. § 200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:
  - Place unreasonable requirements on firms in order for them to qualify to do business;
  - ii. Require unnecessary experience or excessive bonding;
  - iii. Use non-competitive pricing practices between firms or between affiliated companies;
  - iv. Execute non-competitive contracts to consultants that are on retainer contracts;
  - v. Authorize, condone, or ignore organizational conflicts of interest;
  - vi. Specify only a brand name product without allowing vendors to offer an equivalent;

- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- j. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- k. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.
- I. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.
- m. The Federal Emergency Management Agency (FEMA) has developed helpful resources for Sub-Recipients using federal grant funds for procurements. These resources are generally available at https://www.fema.gov/grants/procurement. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

#### (19)ATTACHMENTS AND EXHIBITS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
  - c. This Agreement has the following attachments:
    - i. Exhibit 1 Funding Sources
    - ii. Exhibit 2 Certification Regarding Telecommunications and Video Restrictions
    - iii. Exhibit 3 Certification Regarding Lobbying
    - iv. Attachment A Program Budget
    - v. Attachment B Scope of Work
    - vi. Attachment C Deliverables and Performance
    - vii. Attachment D Program Statutes and Regulations

- viii. Attachment E Justification of Advance Payment
- ix. Attachment F Warranties and Representations
- x. Attachment G Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- xi. Attachment H Statement of Assurances
- xii. Attachment I Mandatory Contract Provisions
- xiii. Attachment J Financial and Program Monitoring Guidelines
- xiv. Attachment K EHP Guidelines
- xv. Attachment L– Foreign Country of Concern Affidavit Personal Identifying
  Information Contract

#### (20) PAYMENTS

- a. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. Any advance payment under this Agreement is subject to 2 C.F.R. § 200.305 and, as applicable, section 216.181(16), Florida Statutes. All requests for advance payments shall be reviewed and considered on a case-by-case basis. All advances are required to be held in an interest-bearing account and shall not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included in this Agreement. All advance requests shall be submitted at the time of execution of the original agreement, unless an Environmental Historical Preservation (EHP) review is required. If an EHP is required advance payments shall not be processed until approval from FEMA has been received. Advance requests can only be made by completing Attachment E and shall specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

#### (21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

# Division of Emergency Management

#### Cashier

# 2555 Shumard Oak Boulevard Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

# (22) MANDATED CONDITIONS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.
- b. The laws of the State of Florida shall govern this Agreement. The Division and the Sub-Recipient submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Sub-Recipient hereby waives any and all privileges and rights relating to venue it may have under chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Sub-Recipient hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.
- d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 <u>et seq.</u>), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- e. Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list shall not submit a bid on a contract to provide any goods or services to a public entity, shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

- f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal Government, certifies, to the best of its knowledge and belief, that it and its principals:
- i. Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- ii. Have not, within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.
- h. In addition, the Sub-Recipient shall send to the Division (through Division of Emergency Management Enterprise Solution (DEMES) platform or by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form shall be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.
- i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.
- j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.
- k. The State of Florida shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

- I. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.
- m. Unless preempted by federal law, the Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- n. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

#### (23)LOBBYING PROHIBITION

- a. 2 C.F.R. § 200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
- i. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- v. If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors, as applicable, shall sign Attachment M Certification Regarding Lobbying.

# (24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

- a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida shall seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.
- c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose shall indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

#### (25)LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

# (26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. § 60-1.4(b), the Sub-Recipient hereby agrees that it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- iii. The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- iv. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- b. The Sub-Recipient further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- c. The Sub-Recipient agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- d. The Sub-Recipient further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

# (27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under federal law, it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# (28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

# (29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract shall include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and shall report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### (30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

# (31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If the Sub-Recipient enters into a contract with a subcontractor for an award of \$100,000 or more, the subcontractor shall sign Exhibit 3 – Certification Regarding Lobbying.

#### (32) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Desoto County	
By:	
Name and Title: J.C. Deriso, DeSoto County BOCC Chairman	49,225.
Date:	
FID# 59-6000579	
<b>If signing electronically:</b> By providing this electronic signature, I am attesting electronic signatures are legally binding and have the same meaning as handword confirming that internal controls have been maintained, and that policies and perfollowed to ensure the authenticity of the electronic signature.	ritten signatures. I am also
I acknowledge that typewritten and/or script fonts are not acceptable as a digital signatures shall be certified digital signatures and include: the signee's name, to	
This statement is to certify that I confirm that this electronic signature is to be the equivalent of my handwritten signature and that the data on this form is accurate knowledge.	
STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	1,500
Name and Title: <u>Kevin Guthrie, Executive Director</u>	
Date:	

#### **EXHIBIT – 1**

# Federal Programs and Resources Awarded

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program: EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM

Federal Agency: U.S. Department of Homeland Security, Federal Emergency Management Catalog of Federal Domestic Assistance title and number: 97.042 Award amount: \$ \_50,725.21\_\_\_ THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT: Federal Program: Emergency Management Performance Grant (EMPG) Program List applicable compliance requirements as follows: 1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2025 Department of Homeland Security Notice of Funding Opportunity. 2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or shall not be in compliance with the terms of the Agreement. 3. Sub-Recipient shall comply with specific laws, rules, or regulations that pertain to how the awarded resources shall be used or how eligibility determinations are to be made. NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient. **Sub-Recipient: Desoto County** Date: \_\_\_\_ J.C. Deriso, DeSoto County BOCC Chairman Printed Name and Title If signing electronically: By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also

I acknowledge that typewritten and\or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

confirming that internal controls have been maintained, and that policies and procedures were properly

followed to ensure the authenticity of the electronic signature.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

#### **EXHIBIT - 2**

#### **Certification Regarding Telecommunications and Video Restrictions**

Effective August 13, 2020, DHS/FEMA Sub-Recipients, as well as their contractors and subcontractors, shall not use grant funds under the Emergency Management Performance Grant (EMPG) Program covered by this Agreement and provided in FY 2025 or previous years to:

- Procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to
  procure or obtain any equipment, system, or service that uses "covered telecommunications
  equipment or services" as a substantial or essential component of any system, or as critical
  technology of any system; or
- 2. Enter into, extend or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service 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.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216, 200.327, 200.471, AND Appendix II to 2 C.F.R. Part 200. Sub-Recipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2023 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA shall publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

- 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- For the purpose of public safety, security of Government facilities, physical security surveillance
  of critical infrastructure, and other national security purposes, video surveillance and
  telecommunications equipment produced by Hytera Communications Corporation, Hangzhou
  Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or
  affiliate of such entities);
- 3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

In the event the Sub-Recipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Sub-Recipient shall report the information to the Division:

 Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

49,22

2. Within ten (10) business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Sub-Recipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that shall be incorporated to prevent future use or submission of covered telecommunications equipment or services.

49,225.2211.21

Sub-Recipient: Desoto County		
Ву:	Date:	
J.C. Deriso, DeSoto County BOCC Chairman		
Printed Name and Title	<del></del>	

**If signing electronically:** By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.

I acknowledge that typewritten and\or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

#### **EXHIBIT - 3**

#### **CERTIFICATION REGARDING LOBBYING**

Check the appropriate box:

	This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or
	Cooperative Agreement shall exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31
U.S.C	c. § 1352; and 44 C.F.R. Part 18.

This Certification is <u>not</u> required because the Contract, Grant, Loan, or Cooperative Agreement shall be equal to or less than \$100,000.

# <u>APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING</u>

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor,	
truthfulness and accuracy of each statement of its certification a	and disclosure, if any. In addition, the
Contractor understands and agrees that the provisions of 31 U. False Claims and Statements, apply to this certification and disc	
Signature of Sub-Recipient/subcontractor's Authorized Official	
Name and Title of Sub-Recipient/subcontractor's Authorized Of	ficial
	1
Date	

# FY 2025 EMPG AGREEMENT ATTACHMENT A PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant (EMPG") is intended for use by the Sub- Recipient to perform eligible activities as identified in the Fiscal Year 2025 Notice of Funding Opportunity(NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program BudgetDetail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient 's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

# BUDGET SUMMARY AND EXPENDITURES

**SUB-RECIPIENT: Desoto COUNTY** 

**AGREEMENT: G0630** 

1. PLANNING	\$49,225.21
2. ORGANIZATION	\$
3. EQUIPMENT	\$
4. TRAINING	\$1,500.00
5. EXERCISE	\$
6. MANAGEMENT AND ADMINISTRATION	\$
7. TOTAL AWARD	\$50,725.21

FY 2025 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Emergency Operations Plan			
Salaries and Fringe Benefits			

Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits	1	49,225.21	49,225.21
Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Supplies/Materials			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGA	ANIZATION EXPI	ENDITURES	\$49,225.21
Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment		I	
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			

21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIP	MENT EXPE	NDITURES	\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel	1	1,500.00	1,500.00
Supplies			
Overtime and Backfill			
TOTAL TRA	INING EXPE	NDITURES	\$1,500.00
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Travel Supplies			
Supplies	RCISE EXPE	NDITURES	
Supplies Overtime and Backfill	RCISE EXPE	NDITURES Unit Cost	Total Cost
Supplies  Overtime and Backfill  TOTAL EXER  Allowable Management and Administration Costs			Total Cost
Supplies  Overtime and Backfill  TOTAL EXER  Allowable Management and Administration Costs (Up to 5% of total award)	Quantity	Unit Cost	Total Cost

|--|

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#### FY 2025 EMPG AGREEMENT ATTACHMENT B – SCOPE OF WORK

#### I. GENERAL POLICY

The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the National Preparedness Goal. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the Goal

FEMA requires recipients to prioritize grant funding to demonstrate how EMPG Program-funded investments support building or sustaining capabilities identified as high priority through the THIRA/SPR process and closing capability gaps that are identified in the state or territory's most recent SPR.

Based on Florida's FY2023 Stakeholders Preparedness Review (SPR) and other relevant sources, the FEMA Administrator and Executive Director identified the below core capabilities as priorities to address gaps across the State:

- Planning
- · Public Information and Warning
- Operational Coordination
- Economic Recovery
- Cybersecurity

Grant funds under this program may be charged to one of the below listed categories:

- Planning
- Organization
- Equipment
- Training
- Exercise
- Management and Administration

#### II. TASK(S) AND DELIVERABLE(S):

The Subrecipient must successfully complete the following tasks and deliverables throughout the period of performance.

#### **TASK 1: GRANT REQUIREMENTS**

# A. QUARTERLY MATCH

The FY 2025 EMPG Program has a cost-share requirement. Federal funds provided under the EMPG agreement shall be matched by the Subrecipient dollar-for-dollar totaling the award amount. The recipient contribution can be cash (hard match) or third-party in-kind (soft match). DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, necessary under the grant program, and in compliance with all applicable federal requirements and regulations.

Emergency Management and Preparedness Assistance (EMPA) grant funds may be used by the Sub-Recipient as match for EMPG funding.

To demonstrate successful completion of task 1A for Quarters 1-4, the Subrecipient must submit the following items in the Division of Emergency Management Enterprise System (DEMES).

#### **DELIVERABLES**

- Provide Quarterly Match **Form** to identify the non-federal match amount.
- If using EMPA as match, no additional supporting documentation is required.
- Supporting documentation is required if the federal obligation exceeds the EMPA award amount or you are using other non-Federal funds (such as local general revenue) to satisfy the match requirement.

# Reporting Requirements.

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

**Supporting Documentation**: For non-EMPA funds used as match, the following documents are required to satisfy the deliverable: invoices, receipts, paystubs, certified timesheets, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that guarter.

#### TASK 2: IMPLEMENTATION OF THE NATIONAL PREPAREDNESS SYSTEM

#### A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

EMPG Program Subrecipients are required to implement NIMS. NIMS provides a common approach to state and national response that enables responders at all levels to work together more effectively to manage domestic incidents through a core set of guidelines, standards, and protocols for command and management, preparedness, and communications in emergency situations.

All Subrecipients <u>must</u> certify that they have achieved or are working towards achieving NIMS implementation objectives. All Subrecipients <u>must</u> complete and submit the NIMS Data Collection Worksheet Local annually.

To demonstrate successful completion of task 2A for Quarter 1, the Sub-Recipient must submit the following item in DEMES:

# **DELIVERABLES**

 The Sub-Recipient shall complete the annual NIMS Data Collection Worksheet \_Local, provided by the Preparedness Bureau during the month of September and uploaded into DEMES not later than **December 1, 2025**.

#### Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	N/A	N/A	N/A

Supporting Documentation: The NIMS Data Collection Worksheet Local.

#### **B. OPERATIONAL COORDINATION**

The EMPG grant program supports the building or sustainment of core capabilities across the five mission areas that are necessary to prepare for incidents that pose the greatest risk to the State of Florida. Effective operational coordination results from the establishment and maintenance a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities.

Type text here

Sub-Recipients must engage with whole community stakeholders, on a quarterly basis; either by participating in regional meetings of existing multi-agency organizations (i.e., Regional Domestic Security Task Forces, Local Emergency Planning Committees, Regional Health Care Coalitions, Local Voluntary/Community Organizations Active in Disaster) or by hosting/conducting meetings with whole community stakeholders.

To demonstrate successful completion of task 2B for Quarters 1-4, the Sub-Recipient must submit the following items in DEMES:

#### **DELIVERABLES**

 Provide proof of participation by a representative of the Subrecipient in quarterly meetings with whole community stakeholders (i.e., fire, law enforcement, health and health care coalitions, public works, public and private sector, and Volunteer Organizations). EMPG funded personnel are encouraged to participate in these meetings.

#### **Reporting Requirements**

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

**Supporting Documentation:** Provide proof of participation by a representative of the Sub-Recipient in quarterly meetings with whole community stakeholders to include sign-in sheets, agendas, and meeting minutes (for meetings hosted/conducted by the Subrecipient).

# C. PUBLIC INFORMATION AND WARNING

The Integrated Public Alert & Warning System (IPAWS) is FEMA's national system for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts, to radio and television via the Emergency Alert System, and on the National Oceanic and Atmospheric Administration's Weather Radio.

The Subrecipient must provide proof of current executed IPAWS Memorandum of Agreement (MOA) and a copy of the signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county.

To demonstrate successful completion of task 2C for Quarter 4, the Sub-Recipient must submit the following items in DEMES:

38

4.21

# **DELIVERABLES**

- The Sub-recipient shall upload their updated FEMA IPAWS County executed MOA and,
- Signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county into DEMES no later than **August 30**, **2026**.

#### **Reporting Requirements**

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	NA	Deliverables Due

**Supporting Documentation:** Submission of executed IPAWS County MOA and Signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county.

#### **TASK 3: TRAINING AND EXERCISE**

#### A. INTEGRATED PREPAREDNESS PLAN (IPP)

Subrecipients are required to engage senior leaders and other whole community stakeholders to identify preparedness priorities specific to training and exercise needs, which will guide development of the county's multi-year IPP. The IPP should identify a combination of planning, training and exercise activities that address preparedness priorities and capability gaps based on planning efforts, hazard and risk assessments, and exercise/incident after-action reviews (AARs).

The State of Florida uses the Integrated Preparedness Plan Workshop (IPPW) process to synchronize local IPP's into a statewide IPP. Sub-Recipients shall have a representative participate in their Regional IPPW, and EMPG funded personnel are encouraged to attend.

To demonstrate successful completion of task 3A for Quarter 2, the Sub-Recipient must submit the following items into DEMES:

### **DELIVERABLES**

- Submit the County 2028-2029 IPP Data Sheets by January 12, 2026, in DEMES
- Proof of participation by a representative of the Subrecipient in the appropriate Regional IPP Workshop (IPPW)

#### Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
NA	Deliverables Due	NA	Typ <b>NA</b> ext here

**Supporting Documentation**: Submission of IPP Data Sheets Only in DEMES not later than January 12, 2026. Proof of Participation (provided by the Training and Exercise Unit.) by a representative of the Subrecipient at the appropriate Regional IPP Workshop (IPPW).

# **B. TRAINING**

All EMPG Program-funded personnel are expected to be trained emergency managers. All EMPG funded personnel must complete *either* the NIMS Independent Study courses and the Professional Development Series, *or* the FEMA National Emergency Management Basic Academy delivered either by EMI or at a sponsored state, local or other designated location.

- NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version)4, and, and
- Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy courses listed in the chart below.

<b>PDS</b> Professional Development Series	OR	Basic Academy Basic Academy Pre-requisites and Courses
IS-120.a: An Introduction to Exercises		IS-100 (any version): Introduction to the Incident Command System
IS-230.d: Fundamentals of Emergency Management		IS-700 (any version): National Incident Management System (NIMS)-An
IS-235.b: Emergency Planning		IS-800 (any version): National Response Framework, An
IS-240.b: Leadership and Influence		IS-230.d: Fundamentals of Emergency Management
IS-241.b: Decision Making and Problem Solving		E/L101: Foundations of Emergency Management
IS-242.b: Effective Communication		E/L102: Science of Disasters
IS-244.b: Developing and Managing Volunteers		E/L103: Planning Emergency Operations
IS-244.b: Developing and Managing Volunteers		E/L104: Exercise Design
IS-244.b: Developing and Managing Volunteers		E/L105: Public Information & Warning

To demonstrate successful completion of task 3B for Quarters 1-4, the Sub-Recipient must submit the following items to DEMES:

# **DELIVERABLES**

- The Staffing Detail for all EMPG funded personnel.
- Training verifications for EMPG funded personnel listed on Staffing Detail –will be provided by the FDEM Training and Exercise (T&E) Unit to the FDEM Grant Management Staff.

#### **Reporting Requirements**

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

NOTE: Additional course completion documentation is required only if new personnel are listed on the Staffing Detail Form.

#### C. VALIDATING CAPABILITIES THROUGH EXERCISE

Exercises play a vital role in preparedness by testing capabilities, familiarizing emergency management personnel with role and responsibilities, fostering meaningful interaction and communicating across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

To demonstrate successful completion of task 3C for Quarter 2-4. All EMPG funded personnel are encouraged to participate in a minimum of three (3) exercises during the agreement period. Submit the following item in DEMES:

# **DELIVERABLES**

- Sub-Recipient must provide sign-in sheets for exercise in which EMPG funded personnel participated.
- If a local jurisdiction has experienced a major disaster and they would like to request exemptions for a scheduled exercise, the recipient should send this request to its assigned Grants Manager utilizing the quarterly report. Exemptions will be reviewed/approved by the State on a case-by-case basis.

# **Reporting Requirements**

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverable Accepted	Deliverables Due	Deliverables Due	Deliverables Due (Not required if completed in Q 1-3)

**Supporting Documentation:** Submission of sign-in sheets for exercises in which EMPG funded personnel participated.

#### ATTACHMENT C

#### **DELIVERABLES AND PERFORMANCE**

Sub-Recipients shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the FY 2025 Emergency Management Performance Grant (EMPG) Program Notice of Funding Opportunity (NOFO), consistent with the Department of Homeland Security (DHS) State Strategy. Eligible activities are outlined in the Allowable Cost and Eligible Activity for each category below:

#### I. Categories and Eligible Activities

FY 2025 EMPG allowable costs are divided into the following categories: **Planning**, **Organization**, **Equipment**, **Training**, **Exercise**, **and Management and Administration** in this Agreement. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

# A. Allowable Planning Related Costs

Funding may be used for security or emergency planning expenses and the materials required to conduct planning activities. Planning shall be related to the protection of the facility and the people within the facility and should include with access and functional needs as well as those with limited English proficiency. Examples of planning activities allowable under this program include:

- Development and enhancement of security plans and protocols;
- Development or further strengthening of security assessments;
- Emergency contingency plans;
- Evacuation/Shelter-in-place plans;
- Coordination and information sharing with fusion centers, and
- Other project planning activities with prior approval from DHS/FEMA.

# **Planning Costs Supporting Documentation:**

- Copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, or credit card statements, or bank statements for proof of payment.

# B. Allowable Organization Related Costs

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible "Organization Cost" items include, but are not limited to:

- Salaries and Fringe Benefits
- Copies of timesheets and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)

42

- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- Other Personnel/Contractual Services
- Reimbursement for services by a person(s) who is not a regular or full-time employee
  filling established positions. This includes but is not limited to temporary employees,
  student or graduate assistants, fellowships, part time academic employment, board
  members, consultants, and other services.
- Consultant Services require a pre-approved Contract or purchase order by the Division.
   Copies of additional quotes should also be supplied when requesting pre-approval.
   These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
- Major repairs to the County Emergency Operations Center (Need prior EHP approval)
- Central Heat/Air (Need prior EHP approval)
- Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation (Need prior EHP approval)

# **Additional Organizational Costs**

There may be a need for emergency management personnel to wear clothing that clearly identifies their agency, organizational function, and responsibilities when carrying out their official emergency-related duties. EMPG funding may be used to purchase organizational clothing for full-time emergency management personnel who may be deployed for emergency operations, including when:

- 1. The Emergency Operations Center (EOC) is activated;
- 2. Emergency management personnel are deployed in the field to conduct damage assessments and response and recovery operations:
- 3. Assisting in and delivering official emergency management training and exercises, and:
- 4. Providing public information briefs and interviews on behalf of their emergency management agency.

The emergency management agency should maintain an inventory of such clothing and uniforms to allow for issuance to other personnel who may be deployed for emergency operations.

#### In addition:

- 1. EMPG funding **may not** be used to purchase clothing that would be used for everyday wear by emergency management employees or other personnel; and
- 2. Clothing, uniforms, undergarments, jackets, vests, etc. are also allowable for CERT members as listed on the Authorized Equipment List (AEL): 21GN-00-CCEQ | FEMA.gov.

For a complete list of other eligible clothing and protective gear allowable for purchase with EMPG funding, recipients are encouraged to refer to the AEL website for the most up to-date information: Authorized Equipment List | FEMA.gov.

## **Organization Costs Supporting Documentation**

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of timesheets and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, or credit card statements, or bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).
  - Annual inventory of clothing and uniforms, if applicable.

# C. Allowable Equipment Related Costs

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials(Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general-purpose vehicles can be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for the Purchase of Lights for Emergency Management Vehicles In accordance with 316.2397(3)(c), Florida Statutes, only authorized emergency vehicles may operate emergency lights and/or sirens in response to an emergency. Such vehicles may show or display amber lights when actively responding to an emergency, provided they are not used going to-and-fro from the scene of operation or hazard without specific authorization of a law enforcement officer or law enforcement agency. To utilize EMPG funding to purchase emergency lights, the agency must make a written request to the Executive Director, Division of Emergency Management, and the Federal Emergency Management Agency (FEMA), requesting the authority to purchase since this equipment currently has no Authorized Equipment List (AEL) number. This request should address the statute that authorizes equipment usage, purchase cost of the emergency light package, and must include installation costs and vehicle year/make/model.

# Requirements for Small Unmanned Aircraft System

All requests to purchase a Small Unmanned Aircraft System (SUAS) must be preapproved by FEMA, must comply with Information Bulletin (IB) 426, and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

#### **Funding for Critical Emergency Supplies**

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

## **Equipment Acquisition Costs Supporting Documentation**

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

# **Unauthorized Equipment - Related Costs**

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.
- Costs associated with hiring, equipping, training, etc. sworn public safety officers whose primary job
  responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting,
  emergency medical services, or other first responder duties.
- · Costs that supplant traditional public safety positions and responsibilities.
- · Activities and projects unrelated to the completion and implementation of the EMPG Program.
- Clothing used for everyday wear by emergency management employees or other personnel.

As defined in section 200.310 Insurance Coverage: The non-federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the Federal award.

# D. Allowable Training Related Costs

EMPG Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current IPP developed through an annual Integrated Preparedness Program Workshop (IPPW). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IPP, all EMPG -funded personnel (including full-and part-time state, local, tribal, and territorial (SLTT) recipients and Sub-Recipients) shall complete the following training requirements and record proof of completion:

- (1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) and;
- (2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy			
PDS Professional Development Series		Basic Academy Basic Academy Pre-requisites andCourses	
IS0120.c An Introduction to Exercises		IS0240.c Leadership and Influence	
IS0230.e Fundamentals of EmergencyManagement		IS0241.c Decision Making and Problem Solving	
IS0235.c Emergency Planning		IS0242.c: Effective Communication	
IS0240.c Leadership and Influence	OR	IS0244.b: Developing and Managing Volunteers	
IS0241.c Decision Making andProblem Solving		IS0100.c: An Introduction to the Incident Command System, ICS 100	
IS0242.c Effective Communication		IS0120.c: An Introduction to Exercises	
IS0244.b Developing and		IS0200.c: Basic Incident Command System for Initial Response	
ManagingVolunteers		IS0230.e: Fundamentals of Emergency Management	
		IS0700.b: An Introduction to the National Incident Management System	
		IS0800.d: National Response Framework, An Introduction	
		IS0235.c: Emergency Planning	
		L0101 Foundations of Emergency Management	
		L0102 Science for Disasters	
		L0103 Planning: Emergency Operations	
		L0105 Public Information Basics	

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending National Disaster & Emergency Management University (NDEMU) training or delivering NDEMU train-the-trainercourses
- Attending other Department of Homeland Security (DHS) approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Program Manager for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

When conducting a training that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than 25 days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- Develop, Deliver, and Evaluate Training. This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- Travel. Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- Hiring of Full or Part-Time Staff or Contractors/Consultants. Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- Certification/Recertification of Instructors. Costs associated with the certification and recertification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

#### Conferences

The Division recognizes the important role that conferences can play in the professional development ofemergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop orevent whose primary purpose is the dissemination of technical information beyond the non-Federal entityand is necessary and reasonable for successful

performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussionof their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field oron a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the
  official business of the state and directly related to the performance of the
  statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task requiredby this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention mustinclude:

- A statement explaining how the expense directly relates to the Recipient's successfulperformance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for anymeal or lodging included in a convention or

conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

# Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

#### Meal Allowance and Per Diem:

Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:

\$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);

\$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);

\$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).

# Section 112.061(a), Florida Statutes, establishes the per diem amounts.

All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class Atravel on a midnight-to-midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

# Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or

\$19 for dinner unless:

- For counties the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see <a href="https://www.gsa.gov/portal/content/104877">https://www.gsa.gov/portal/content/104877</a>).

#### **Hotel Accommodations**

• A traveler may not claim per diem or lodging reimbursement for overnight

- travel within 50 miles(one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$225 per night.

# **Training Costs Supporting Documentation**

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

#### For travel and conferences related to EMPG activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient 's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

Certain trainings may trigger Environmental Planning and Historic Preservation (EHP) requirements. Please reference the EHP sections in the NOFO and this Agreement for more information.

#### E. Allowable Exercise Related Costs

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current Integrated Preparedness Program (IPP) developed through an annual Integrated Preparedness Program Workshop (IPPW).

#### Allowable Exercise-Related Costs

- Design, Develop, Conduct and Evaluate an Exercise. This includes costs
  related to planning, meeting space and other meeting costs, facilitation costs,
  materials and supplies, travel, and documentation. Sub-Recipients are
  encouraged to use free public space/locations/facilities, whenever available,
  prior to the rental of space/locations/facilities. Exercises should provide the
  opportunity to demonstrate and validate skills learned, as well as to identify any
  gaps in these skills. Gaps identified during an exercise including those for
  children and individuals with disabilities or access and functional needs, should
  be identified in the AAR/IP and addressed in the exercise cycle.
- Hiring of Full or Part-Time Staff or Contractors/Consultants. Full or part—
  time staff may be hired to support direct exercise activities. Payment of salaries
  and fringe benefits must be in accordance with the policies of the state or unit(s)
  of local government and have the approval of the state or FEMA, whichever is

- applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period oftime (e.g., 100 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- Other Items. These costs are limited to items consumed in direct support of
  exercise activities such as the rental of space/locations for planning and
  conducting an exercise, rental of equipment, and the procurement of other
  essential nondurable goods. Sub-Recipients are encouraged to use free
  public space/locations, whenever available, prior to the rental of
  space/locations. Costs associated with inclusive practices and the provision of
  reasonable accommodations and modifications that facilitate full access for
  children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted no letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

#### **Unauthorized Exercise - Related Costs**

- Reimbursement for the maintenance and/or wear and tear costs of general
  use vehicles (e.g., construction vehicles) and emergency response apparatus
  (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable
  are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

# **Exercise Costs Supporting Documentation**

- Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statementsfor proof of payment;
- Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

Certain exercises may trigger Environmental Planning and Historic Preservation (EHP) requirements. Please reference the EHP sections in the NOFO and this Agreement for more information.

#### F. Management and Administration

No more than 5% of each Sub-Recipient's total award shall be expended on Management and Administration costs.

- Hiring of full-time or part-time staff or contractors/consultants responsible for activities relating to the management and administration of EMPG funds. Hiring of contractors/consultants shall follow applicable federal procurement requirements at 2 C.F.R. §§ 200.318-200.327.
- Meeting-related expenses directly related to M&A of EMPG funds.

#### G. Maintenance and Sustainment

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in DHS/FEMA Policy FP 205-402-125-1 (Additional guidance is provided in DHS/FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: http://www.fema.gov/medialibrary/assets/documents/32474, under all active and future grant awards, unless otherwise noted.

Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased shall not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

### H. Construction and Renovation

EMPG funding shall not be used for construction and renovation projects without prior written approval from the Division and DHS/FEMA. In some cases, the installation of equipment may constitute construction and/or renovation. All Sub-Recipients of EMPG funds shall request and receive approval from the Division and DHS/FEMA before any EMPG funds are used for any construction or renovation.

# I. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award shall provide a copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal shall provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs shall be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

# J. Disposition

When original or replacement equipment, including excepted and controlled items, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the Sub-Recipient shall request disposition instructions from their Grant Manager and the State

Administrative Agency (SAA) shall request disposition instructions from federal awarding agency as required by the terms and conditions of the federal award. *Excepted or controlled* equipment shall not be transferred and shall remain in the possession of the original *FEMA grant recipient*.

The Sub-Recipient shall notify their Grant Manager via email one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify their Grant Manager immediately if the equipment is destroyed, lost, or stolen.

# K. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Sub-Recipients shall carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 308 of the Stafford Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Monitoring and oversight requirements in connection with Sub-Recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R Part 7.

In accordance with civil rights laws and regulations, Sub-Recipients shall ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

# L. SAFECOM

Emergency communications systems and equipment shall meet applicable **SAFECOM Guidance**. Sub-Recipients shall coordinate with the Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

#### M. Procurement

The purpose of the procurement process is to ensure a fair and reasonable price is paid for the services provided. All procurement transactions shall be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Sub-Recipient's local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient shall follow the more stringent standard. For example, if a state statute imposes a stricter requirement than a federal regulation, then the Sub-Recipient shall adhere to the requirements of the state statute.

#### The State of Florida procurement policy and procedure is as follows:

Amount	Documentation Required	
	Shall be carried out using good purchasing practices which may include	
Up to \$2,499	certification of written or telephone quotes	

\$2,500 but less than 35,000	Submit summary of 2 (minimum) written quotes, signed by the vendor representative.
> \$35,000	For vendors not on STC; submit documentation of Invitation to Bid Process (ITB), Request for Proposal (RFP) or Intent to Negotiate (ITN)
All Sole Source	FDEM pre-approval is required
Alternative Contract Source	Commodities or Services available to the State via outside contract vehicle. A copy of the executed contract shall be submitted along with additional quotes if GSA 70 or GSA 84.

**Formal Competitive Solicitations:** \$35,000 and above and not available on STC include Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN). Each requires a Scope of Work that meets all statutory requirements and formal posting or publication processes. Subrecipients shall submit their formal solicitation documentation and subsequent vendor selection documentation for approval prior to initiating any work.

The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications.

The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible.

If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

Examples of when to use each method:

<u>Invitation to Bid</u>: Procurement by sealed bidding is a method where bids are publicly solicited through formal advertising. It is when a Sub-Recipient can establish precise specifications for a commodity or service defining, with specificity, as further outlined in the scope of work.

Under this procurement method, the solicitation document used is known as the ITB. Sealed bidding is often utilized when the Sub-Recipient's requirements are known and specific in detail.

The sealed bid method is the preferred method for procuring construction services and is appropriate when the following conditions are present:

- Complete, adequate, and realistic specifications or purchase descriptions are available;
- Two or more responsible bidders are willing and able to compete effectively for the business;

The Sub-Recipient primarily selects the successful bidder based on price. This includes the price-related factors included within the solicitation. Other than the responsibility determination, the Sub-Recipient shall not select a contractor on the basis of non-price-related factors.

Sub-Recipients shall publicly advertise the ITB. The precise manner of advertising depends upon the facts and circumstances of the procurement, subject to any applicable state, local, and/or tribal requirements.

Sub-Recipients shall solicit bids from an adequate number of known suppliers. The regulation does not provide specific guidance regarding the method for soliciting additional bids or what constitutes an adequate number of qualified sources. These determinations shall be dependent upon the facts and circumstances of the procurement, subject to any relevant state, local, and/or federal requirements. The general requirements for an ITB are as follows:

- The ITB shall define the items or services including any specifications and pertinent attachments so potential bidders can properly respond.
- The subrecipient shall provide potential bidders sufficient time to prepare and submit bids prior to the date set for bid opening.
- All bids shall be opened at the date, time, and location established in the ITB.
- After the official bid opening procedures are completed, the subrecipient shall award
  a contract to the lowest price bid provided by a responsive and responsible bidder. If
  specified in the bidding documents, the subrecipient may consider discounts,
  transportation costs, and life cycle costs to determine which bid is the lowest.

If using the Sealed Bidding method of procurement, the subrecipient shall document the procurement history. Examples of circumstances under which a subrecipient may reject an individual bid include but are not limited to:

- The bid fails to conform to the essential requirements or applicable specifications as outlined in the ITB;
- The bid fails to conform to the delivery schedule as outlined in the ITB;
- The bid imposes conditions that would modify the requirements as outlined in the ITB;
- The Sub-Recipient determines that the bid price is unreasonable;
- The bid is submitted by a suspended or debarred vendor; and/or
- A bidder fails to furnish a bid guarantee when such a guarantee is required.

The contract should then be awarded to the responsible and responsive vendor who submits the lowest responsive bid. The Subrecipient shall also provide a justification letter to the Division supporting their selection.

Request for Proposal: Under this procurement method, the solicitation document used is also known as the RFP. Proposals are an acceptable method of procurement when the nature of the procurement does not lend itself to sealed bidding and when a cost-reimbursement contract is appropriate. Through this process, vendors can compete on a cost basis for like items or services. The request for proposals method of procurement is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired. Simply put, the Sub-Recipient can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. An RFP is appropriate when the following conditions are present:

• The Sub-Recipient cannot base the contract award exclusively on price or pricerelated factors due to the nature or the service or property to be acquired;

- The requirements are less definitive, more development work is required, or there is a greater risk of performance;
- Technical capability, past performance, and prior experience considerations play a dominant role in source selection; and/or
- Separate discussions with individual offerors are expected to be necessary after they have submitted proposals. This is a key distinction from the sealed bidding method of procurement where discussions with individual bidders are prohibited and the contract shall be awarded based on price and price-related factors alone.

**The Sub-Recipient shall publicize their RFP.** The manner of the advertising depends upon the facts and circumstances of the procurement, subject to state, local, and/or tribal requirements. Within the advertisement, the Sub-Recipient shall identify all evaluation factors and their relative importance. The following provides several considerations for developing evaluation factors:

- The evaluation factors for a specific procurement should reflect the subject matter and elements that are most important to the Sub-Recipient.
- The evaluation factors may include such things as technical design, technical approach, length of delivery schedules, past performance, and quality of proposed personnel.
- The Sub-Recipient may use any one or a combination of source selection approaches as permitted under state, local, and/or tribal laws, regulations, and procedures, and these approaches will often differ based on the relative importance of price or cost for the procurement.
- If permitted by the Sub-Recipient, written procurement procedures, and applicable state, local, and/or tribal law, the Sub-Recipient may award a contract to the offeror whose proposal offers the "best value" to the Sub-Recipient. The solicitation shall also inform potential offerors that the award shall be made on a "best value" basis, which should include a statement that the Sub-Recipient reserves the right to award the contract to other than the lowest-priced offeror.
- The RFP shall identify evaluation factors and their relative importance; however, they need not disclose numerical or percentage ratings or weights.
- FEMA does not require any specific evaluation factors or analytic process, but the evaluation factors shall support the purposes of the grant or cooperative agreement.

The Sub-Recipient shall consider any response to a publicized request for proposals to the maximum extent practical. In addition to publicizing the request for proposals, non-state entities shall solicit proposals from an adequate number of offerors, providing them with sufficient response time before the date set for the receipt of proposals. Determining an adequate number of sources shall depend upon the facts and circumstances of the procurement, subject to relevant state, local, and/or tribal requirements.

The Sub-Recipient shall have a written method for conducting their technical evaluations of the proposals received and for selecting offerors. When evaluating proposals, FEMA expects the Sub-Recipient to consider all evaluation factors specified in its solicitation documents and evaluate offers only on the evaluation factors included in the solicitation documents. A Sub-Recipient shall not modify its evaluation factors after proposals have been submitted without reopening the solicitation. In awarding a contract that will include options, FEMA expects the Sub-Recipient to evaluate proposals for any option quantities or periods contained in the solicitation if it intends to exercise those options after the contract is awarded.

The contract shall be awarded to the responsible offeror whose proposal is most advantageous to the program with price and other factors considered.

<u>Invitation to Negotiate</u>: If the Sub-Recipient has determined that an ITB or an RFP will not result in the best value, the Sub-Recipient may procure commodities and contractual services using the ITN process. The procurement file shall be documented to support why an ITB and a RFP will not result in best value (287.057(1)(c), Florida Statutes). Contracts that exceed \$1 million require a Florida Certified Contract Negotiator. Contracts more than \$10 million in any fiscal year, requires a Project Management Professional on the team.

Formal competitive solicitation postings or publication on an organization's website shall not be accepted as it discourages true competition. Effective FY2023 such postings shall be via a public forum for example the Florida Administrative Registry, local newspaper, etc.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Also, to receive reimbursement from the Division, the Sub-Recipient shall provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

# Contracts may include:

**State Term Contract:** A **State Term Contract** is a contract that is competitively procured by the Division of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contact vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

**Alternate Contract Source:** An **Alternate Contract Source** is a contract let by a federal, state, or local government that has been approved by the Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, for use by one or all Florida agencies for purchases, without the requirement of competitive procurement. Alternate contract sources are authorized by subsection 287.042(16), Florida Statutes, as implemented by Rule 60A-1.045, Florida Administrative Code.

**General Services Administration Schedules:** The General Services Administration (GSA) is an independent agency of the United States Government. States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may participate in the GSA Cooperative Purchasing Program). **Refer to the appropriate GSA Schedule for additional requirements.** 

# N. Piggybacking

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The Sub-Recipient's written procurement policy shall be submitted to the Division and shall allow for piggybacking. The existing contract shall contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, shall be substantially the same as those of the existing contract and approved by the Division. The piggyback contract shall not exceed the existing contract in scope or volume of goods or services. A Sub-Recipient shall not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

# Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with federal or state financial assistance. Section 215.971(1) states:

An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in section 215.97, Florida Statutes, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, shall include all of the following:

- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that shall be
  received and accepted in writing by the agency before payment. Each deliverable shall
  be directly related to the Scope of Work and specify the required minimum level of
  service to be performed and the criteria for evaluating the successful completion of each
  deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid shall be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement shall be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

#### O. Unallowable Procurement Practices

Noncompetitive Pricing Practices: Noncompetitive pricing practices between firms or between affiliated companies are prohibited. Subrecipients shall undertake reasonable efforts to ensure that prospective vendors have not engaged in noncompetitive pricing practices when responding to a solicitation, and that they themselves have not when soliciting vendors. If noncompetitive pricing practices are identified, the activity shall be reported to the Division. Below are common noncompetitive pricing practices:

- Bid rigging: Occurs when conspiring competitors raise prices under a process where a
  purchaser acquires goods or services by soliciting competing bids. Competitors agree in
  advance who will submit the lowest priced or winning bid on a contract. Bid rigging takes
  many forms, but conspiracies usually fall into one or more of the following categories: bid
  suppression, complementary bidding, and bid rotation.
- **Bid suppression:** Where one or more competitor(s), who otherwise would be expected to bid or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.
- Complementary bidding: Also known as "cover" or "courtesy" bidding, occurs when some competitors agree to submit bids that are either too high to be accepted or contain special terms that will not be acceptable to the buyer. Such bids are not intended to secure the buyer's acceptance but are merely designed to give the appearance of

genuine competitive bidding while making the designated winning competitor's bid appear most attractive. Complementary bidding schemes are a frequent form of bid rigging. They defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.

Bid rotation: A scheme where all conspirators submit bids but take turns being the
lowest bidder. The terms of the rotation may vary. For example, competitors may take
turns on contracts according to the size of the contract, allocating equal amounts to each
conspirator, or allocating volumes that correspond to the size of each conspirator
company.

# P. Unique Entity Identifier (UEI) and System for Award Management (SAM) Sub-Recipients for this award shall:

- Be registered in SAM;
- Provide a valid DUNS number; and
- Continue to maintain an active UEI with current information at all times during which it has an active federal award.

#### Q. Reporting Requirements

# 1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements shall be withheld until the Sub-Recipient's reporting is current.
- If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it shall result in the issuance of a noncompliance letter, and a written justification shall then be provided.
  - Based on the Division's determination, the Sub-Recipient shall have thirty (30) days to submit a letter of appeal to the Division.
  - Sub-Recipients shall only be allowed one opportunity to appeal.
  - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-Recipient's funds shall be terminated.
- If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures, it shall result in termination of the agreement.

#### **Programmatic Reporting Schedule**

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

#### 2. Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):

After the end of each reporting period, for the life of the contract unless directed otherwise, the Division, shall complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) https://www.reporting.odp.dhs.gov. The reporting periods are **January 1-June, July 1-December 31.** Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

# 3. Reimbursement Requests:

A request for reimbursement must be uploaded in DEMES for review and approval by your grant manager at any time during the contract period. Reimbursements shall be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line-item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line-item number is to be included for every dollar amount listed in the "Detail of Claims" form.

# 4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

#### 5. Administrative Closeout

An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. The Division shall make three (3) written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

# R. Period of Performance (POP) Extensions

An extension to the period of performance identified in the agreement is allowable under limited circumstances and shall only be considered through formal, written requests to the Division. All extension requests shall contain specific and compelling justifications as to why an extension is required, and shall address the following:

- 1. The grant program, fiscal year, and agreement number;
- 2. Reason for the delay–including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
- 3. Current status of project activity;
- 4. Requested POP termination date and new project completion date;
- 5. Amount of funds reimbursed to date;
- 6. Remaining available funds;
- 7. Budget outlining how the remaining funds shall be expended;
- 8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- Certification that the activity(ies) shall be completed within the extended POP without any
  modification to the original statement of work, as described in the investment justification
  and as approved by FEMA.

Extension requests are typically granted for no more than a six (6) month period, and shall be granted only due to compelling legal, policy, or operational challenges. Extension requests shall only be considered for the following reasons:

- Contractual commitments by the recipient or Sub-Recipient with vendors prevent completion of the project within the existing POP;
- The project shall undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Subrecipient's shall be limited to one (1) extension over the grant period of performance. Extension requests shall not be considered within the last one hundred eighty (180) days of the grant period of performance.

#### S. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Tamisha Jenkins	Clesha Pennywell
FDEM	FDEM
2555 Shumard Oak Blvd. Tallahassee,	2555 Shumard Oak Blvd.
FL 32399-2100 (850) 815-4328	Tallahassee, FL 32399-2100
Tamisha.Jenkins@em.myflorida.com	(850) 815-4310
	Clesha.pennywell@em.myflorida.com

#### T. Contractual Responsibilities

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

#### U. Failure to Comply

• Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

#### **ATTACHMENT D**

#### **Program Statutes and Regulations**

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 et seq.
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 et seq.
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
   C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201 et seq.
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. § 3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 et seq.
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 28) Section 287.138, Florida Statutes
- 29) Information Bulletin (IB) 426

#### **ATTACHMENT E**

### JUSTIFICATION OF ADVANCE PAYMENT

cash advance. The justification shall include supporting documentation that clearly shows the advance shabe expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned of	SUB-RECIPIENT:		
the Estimated Expenses table.  [ ] ADVANCE REQUESTED (Maximum request amount may not exceed fifty percent.)  Advance payment of \$ is requested. Balance of payments will be made on a reimbursement basis. This advance will be used on equipment specific projects within the budget of the agreement. We would not be able to operate the program without this advance.  ESTIMATED EXPENSES  Project Days to complete Funding amount requested  Project Days to complete Funding amount requested  LINE-ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification shall include supporting documentation that clearly shows the advance shabe expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Suppodocumentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned of the advance)  **REQUESTS FOR ADVANCE PAYMENTS SHALL BE CONSIDERED ON A CASE-BY-CASE BASIS* ***EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE**	Requests for an advance shall be submitt	ed at the time of agreement exe	ecution or approval of the EHP,
Advance payment of \$	f required. If you are requesting an advan	ice, indicate same by checking	the box below and completing
Advance payment of \$ is requested. Balance of payments will be made on a reimbursement basis. This advance will be used on equipment specific projects within the budget of the agreement. We would not be able to operate the program without this advance.    STIMATED EXPENSES	he Estimated Expenses table.		
basis. This advance will be used on equipment specific projects within the budget of the agreement. We would not be able to operate the program without this advance.  ESTIMATED EXPENSES  Project  Days to complete  Funding amount requested  LINE-ITEM JUSTIFICATION  (For each line item, provide a detailed justification explaining the need for the cash advance. The justification shall include supporting documentation that clearly shows the advance shabe expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Suppodocumentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned of the advance)  **REQUESTS FOR ADVANCE PAYMENTS SHALL BE CONSIDERED ON A CASE-BY-CASE BASIS* **EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE**	[ ] ADVANCE REQUESTED (Maximum	request amount may not exceed	d fifty percent.)
Project Days to complete Funding amount requested    Days to complete   Funding amount requested	basis. This advance will be used on equipr	ment specific projects within the b	
LINE-ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification shall include supporting documentation that clearly shows the advance shabe expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Supporting documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned of the advance)  **REQUESTS FOR ADVANCE PAYMENTS SHALL BE CONSIDERED ON A CASE-BY-CASE BASIS* **EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE**	STIMATED EXPENSES		
**EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE**	Project	Days to complete	Funding amount requested
cash advance. The justification shall include supporting documentation that clearly shows the advance shabe expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned of the advance)  **REQUESTS FOR ADVANCE PAYMENTS SHALL BE CONSIDERED ON A CASE-BY-CASE BASIS* ***EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE**			
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**EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE**	cash advance. The justification shall inclose expended within the first ninety (90) dadocumentation should include but is not I salary and expense projections, etc. to predatance funds not expended within the spanning of the salary and Oak Boulevard, Tallahassee, Flo	ude supporting documentation bys of the contract term or appr limited to the following: quotes ovide the Division reasonable a pecified timeframe shall be retu	that clearly shows the advance shall oval of the EHP, if required. Support for purchases, delivery timelines, and necessary justification. Any arned to the Division Cashier, 2555
	**EHP SHALL BE COMPLETED		
Name and Title of Sub-Recipient	Name and Title of Sub-Recipient		Date:

#### ATTACHMENT F

#### **WARRANTIES AND REPRESENTATIONS**

#### Financial Management

The Sub-Recipient's financial management system shall comply with 2 C.F.R. § 200.302.

#### Procurements

Any procurement undertaken with funds authorized by this Agreement shall comply with the requirements of 2 C.F.R. § 200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§ 200.318 through 200.327).

#### **Business Hours**

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from:

Monday - Friday; 8:00am - 5:00pm

\_\_\_\_\_

#### Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for the particular work for which they are hired by the Sub-Recipient.

#### **ATTACHMENT G**

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

#### **Subcontractor Covered Transactions**

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			_, of the
		document, that neither it, its principals, nor its affili	
		r debarment, declared ineligible, voluntarily exclude	d, or
disc	qualified from participation in this transact	ion by any federal department or agency.	
	SUB-CONTRACTOR:		
D			
ву:	Signature	Sub-Recipient's Name	
	Name and Title	FDEM Agreement Number	
	Street Address		
	City, State, Zip		
	 Date		

#### ATTACHMENT H

#### STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients shall comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law shall ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

All Sub-Recipients shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E shall not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients shall acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- 1. Sub-Recipient shall cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
- 2. Sub-Recipient shall give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- Sub-Recipient shall submit timely, complete, and accurate reports to the Division and maintain
  appropriate backup documentation to support the reports. Sub-Recipients shall also comply with
  all other special reporting, data collection and evaluation requirements, as prescribed by law or
  detailed in program guidance.
- 4. Sub-Recipient shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- 5. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities shall comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- 6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously

- supported by DHS/FEMA, you shall request instructions from the Division to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.
- 7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant shall monitor ground disturbance, and if any potential archeological resources are discovered, applicant shall immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
- 8. Sub-Recipients are required to comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.
- 9. Sub-Recipient shall comply with the applicable provisions of the following laws and policies prohibiting discrimination:
  - a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
  - b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
  - c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
  - d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
  - e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

#### **ATTACHMENT I**

#### MANDATORY CONTRACT PROVISIONS

#### Provisions:

Any contract or subcontract funded by this Agreement shall contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that <u>may</u> be required:

### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award shall contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The non-federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. The non-federal entity shall report all suspected or reported violations to the federal awarding agency. The contracts shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-Recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The nonfederal entity shall report all suspected or reported violations to the federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act,

<sup>&</sup>lt;sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, Sub-Recipient may include the provision in its subcontracts.

each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-Recipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) shall not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
  - (J) See 2 C.F.R. § 200.323 Procurement of recovered materials.
- (K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.
- (L) See 2 C.F.R. § 200.322 Domestic preferences for procurements (Appendix II to Part 200, Revised Eff. 11/12/2020).

Please note that the Sub-Recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

#### **ATTACHMENT J**

#### FINANCIAL AND PROGRAM MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Division has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Emergency Management Performance Grant (EMPG) Program grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

Pursuant to 2 C.F.R. § 200.337, the Division has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, The Division shall review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients shall permit the Division, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients shall respond in a timely and accurate manner to the Division's requests for information relating to the award.

#### **Monitoring Selection and Scheduling:**

Each year the Division shall conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. Note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

#### Areas that shall be examined include:

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

The Division may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or the Division's leadership. The method of gathering this information shall be determined on a case-by-case basis.

#### **Monitoring Activities:**

Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

Desk monitoring is an on-going process. Sub-Recipients shall be required to participate in desk top monitoring as determined by the Division. This contact shall provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Division determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency shall be notified by the program office via email. Information shall include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA shall be referred to the division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- · Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring shall be conducted by the Division or designated personnel. On-site monitoring visits shall be scheduled in advance with the Sub-Recipient agency POC designated in the grant agreement.

The Division shall also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

#### **On-Site Monitoring Protocol**

On-site monitoring visits shall begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

#### **Site Visit Preparation**

A letter shall be sent to the Sub-Recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment shall be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

#### **On-Site Monitoring Visit**

Once Division personnel have arrived at the site, an orientation conference shall be conducted. During this time, the purpose of the site visit and the items the Division intends to examine shall be identified. All objectives of the site visit shall be explained during this time.

Division personnel shall review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment shall be conducted.

Each item selected for review shall be visually inspected whenever possible. Larger items (computers, response vehicles, etc.) shall have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number shall correspond with the appropriate receipt to confirm purchase. Photographs shall be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation shall be provided to account for that particular piece of equipment. Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

#### **Post Monitoring Visit**

Division personnel shall review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within forty-five (45) calendar days of the site visit, a post monitoring letter shall be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect shall be generated and sent to the Sub-Recipient. The Sub-Recipient shall submit a Corrective Action Plan (CAP) within a timeframe as determined by the Division. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement. The On-site monitoring report and all back up documentation shall then be included in the Sub-Recipient's file.

#### Monitoring Responsibilities of Pass-thru Entities

Sub-Recipients who are pass-through entities are responsible for monitoring their Sub-Recipients in a manner consistent with the terms of the Federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the Sub-Recipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Sub-Recipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

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#### ATTACHMENT K EHP GUIDELINES

#### **ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES**

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1.

Some training and exercise activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. A thorough, detailed description of projects listed under these categories shall be required in order to determine allowability. Additional information on training requirements and EHP review can be found online at Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov. Once the grant agreement has been executed by both parties the EHP Screening Form shall be submitted to the Division within forty-five (45) days.

#### **EHP SCREENING FORM SUBMISSION**

I. For projects requiring EHP review, the Sub-Recipient shall submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

Mr. Terence Blakely
Bureau of Preparedness Grants – EMPG Programmatic Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4367
Terence.Blakely@em.myflorida.com

- II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.
- III. Sub-Recipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.

# ATTACHMENT L FOREIGN COUNTRY OF CONCERN AFFIDAVIT – PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity" from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern." Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest," and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Sub-Recipient, I hereby attest that the company identified above in the section entitled "Sub-Recipient Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Sub-Recipient Vendor Name:			
Vendor FEIN:			
Vendor's Authorized Representative Name and Title:			
Address:			
City:State:	Zip:		
Phone Number:			
Email Address:			
Certified By:AUTHORIZED SIGNATURE			
Print Name and Title:			
Date:			

<sup>&</sup>lt;sup>2</sup> As defined in Section 287.138 (1)(d), Florida Statutes.

<sup>&</sup>lt;sup>3</sup> As defined in Section 287.138 (1)(c), Florida Statutes.

<sup>&</sup>lt;sup>4</sup> As defined in Section 287.138 (1)(a), Florida Statutes.



## **DeSoto County**

### 11/18/2025

Item #: 8.			
<ul><li>☐ Consent Agenda</li><li>☒ Regular Business</li><li>☒ Public Hearing Mi</li></ul>	<u>*</u>		
DEPARTMENT: SUBMITTED BY: PRESENTED BY:	Administration  Marilyn Padilla  Marilyn Padilla		
TITLE & DESCRIPTION: Minutes/BOCC Public Meeting 10-28-2025			
REQUESTED MOTION: To approve the minutes for the BOCC Public Meeting 10-28-2025			
SUMMARY: Minutes			
BACKGROUND: Minutes			



### **DeSoto County**

# **Board of County Commissioners Meeting Minutes - Final**

Tuesday, October 28, 2025

3:00 PM

#### CALL TO ORDER

**ROLL CALL** 

**Present:** Commissioner JC Deriso

Commissioner Judy Schaefer Commissioner Elton Langford Commissioner Jerod Gross

**Absent:** Commissioner Steven Hickox

#### TURN OFF OR SILENCE ALL CELL PHONES

#### PRAYER/PLEDGE OF ALLEGIANCE

Father Luis Pacheco with Saint Paul Catholic Church gave the invocation.

#### INTRODUCTION OF ELECTED OFFICIALS

#### **SET/AMEND**

A motion was made by Commissioner Gross, seconded by Commissioner Schaefer, to set the agenda. The motion carried by the following vote:

**Aye:** Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

#### PUBLIC FORUM FOR NON-AGENDA ITEMS

#### CONSENT AGENDA-MOTION TO APPROVE

#### **Approval of the Consent Agenda**

A motion was made by Commissioner Schaefer, seconded by Commissioner Langford, to approve the Consent Agenda. The motion carried by the following vote:

**Aye:** Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

1. Appointment of Marc Purvis as Mosquito Control Director

**Attachments:** MC Director Appointment (Purvis)

2. Declaration of Surplus Property

Attachments: Surplus Declared 10-28-25

3. Purchase approval of budgeted Bypass Pumps for Utilities Wastewater operations

Attachments: 25-26 ByPass Pump(s) CIP

BBA Supporting Paperwork

4. Minutes/BOCC Public Meeting/Final Budget Hearing, 09-23-2025 BOCC Public Hearing and 10-14-2025 BOCC Public Hearing

Attachments: 09-23-2025 BOCC Meeting Final Budget Hearing

<u>09-23-2025 BOCC Metting</u> 10-14-2025 BOCC Meeting

5. Resolution- COPCN Provider Name Change POSITIVE MOBILITY, LLC D/B/A AS ELITE MEDICAL RESPONSE

Attachments: 2025 Resolution COPCN - Corrective Name Change - Positive-Eli

Medical Response

Enactment No: 2025-097

6. Purchase of a F250 with 8'bed as budgeted for Animal Control

**Attachments:** QUOTE DESOTO F250 AN CONTROL

7. Agreement Amendment/LIHEAP

Attachments: <u>E2235-A1-Amendment</u>

E2235-DESO-Executed

8. Agreement Extension/FLCOMMERCE-Community Development Block Grant Coronavirus (CDBG-CV)

**Attachments:** Agreement H2473 - A3 DeSoto County BOCC

9. Pollution Liability Renewal for Plan Year 25-26.

Attachments: DeSoto Pollution Proposal 25-26

10. Land Lease Renewal / Shelfer Farms, LLC

**Attachments:** 21-04-00ITB Agreement Amendment #1

#### **PRESENTATION**

11. Presentation of the 2025 Final Landfill Master plan

Attachments: DeSoto Master Plan 2025-10-08f

<u>DeSotoMasterPlanReport\_Final\_2025-09-02 - Reduced</u>

George A. Reinhart, III,PhD,PE of Jones Edmunds gave a powerpoint presentation on the Desoto County Landfill Master Plan Report. The DeSoto County Landfill Master Plan outlines the site's history, current operations, and future expansion strategy. As the only Class I landfill in the county, since 1981, with waste intake rising from 25,000 tons in 2015 to a projected 52,000 tons in 2024. Historical data shows fluctuations due to hurricanes, but overall tonnage has steadily increased. Future projections estimate a long-term growth rate of 1% and a short-term rate of 8.4% from 2025 to 2030. The landfill's current capacity

is expected to be exhausted by September 2028, prompting development plans focused on the southern parcel, while the northern parcel is being prepared for leachate treatment. Immediate expansion is recommended in Zones 6 and 7, offering 6.3 years of capacity at a cost of \$15 million. Zone 8 is planned for development around 2032, adding 9.2 years of capacity for \$10 million, followed by Zones 9A and 9B with 5.8 years of capacity for \$17 million. The expansion timeline includes issuing an RFP by January 2026, submitting permits by September 2026, and completing construction with certification by May 2028.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, that this Presentation be approved. The motion carried by the following vote:

**Aye:** Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

#### **REGULAR BUSINESS**

#### 12. Proclamation/Red Ribbon Week

Attachments: Red Ribbon Week 2025

Mandy Hines read the proclamation into the record to proclaim October 23-31, 2025 as Red Ribbon Week.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve this Proclamation. The motion carried by the following vote:

**Aye:** Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

#### 13. Accounts and Warrants Drawn Per Schedule of Bills Payable.

**Attachments:** AP Check Report - Warrants 09-23-25 to 10-10-25

Peter Danao, Finance Director presented a request to approve accounts and warrants drawn according to Schedule(s) of Bills Payable September 23,2025 - October 10,2025.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve the accounts and warrants. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

#### 14. Resolution/Budget Amendment Fiscal Year 2024/2025

**Attachments:** Resolution

Summary and Narrative

2025-162 Budget Carryovers 10-28-2025

Brian Wagner presented a request to adopt a Resolution relating to budget amendments 2025-162 affecting the 2024/2025 adopted budget.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, to adopt this Resolution. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

Enactment No: 2025-098

#### 15. Resolution/Budget Amendment Fiscal Year 2025/2026

**Attachments:** Resolution

Summary and Narrative

2026-8 General Fund Final Values 2026-10 Budget Carryovers 10-28-2025

2026-11 Special Projects

Brian Wagner presented a request To adopt a Resolution relating to budget amendments 2026-8, 2026-10 and 2026-11 affecting the 2025/2026 adopted budget.

A motion was made by Commissioner Langford, seconded by Commissioner Gross, to adopt this Resolution The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

Enactment No: 2025-099

## 16. Weiler Work Authorization 25/26-05 NE Bishop Street SCOP Design Services FPID 448768-1-54-01

<u>Attachments:</u> WORK AUTHORIZATION FORM weiler 25-26-05 NE Bishop

WA BishopStreetSCOP448768-1 (002)

Cindy Talamantez, Purchasing Director presented a request to approve the work Authorization 25/26-05 for design and permitting services for NE Bishop Street with Weiler Engineering

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve this agreement. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

## 17. Weiler Work Authorization 25/26-06 NW Lily Avenue SCRAP Design Services FPID 448765-1-54-01

**Attachments:** WORK AUTHORIZATION FORM weiler 25-26-06

WA LilyAvenueSCRAP448764-1

Cindy Talamantez, Purchasing Director presented a request to approve the work Authorization 25/26-05 for design and permitting services for NW Lily Avenue with Weiler Engineering

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve this Agreement. The motion carried by the following vote:

**Aye:** Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

18. Approval of Funding Agreement with CSWR-Florida Utility Operating Company, LLC to cover the County's costs related to a potential bulk potable water program for the County to serve certain real property in Charlotte County with bulk potable water.

Attachments: Exhibit A - Map

Exhibit B - Development Schedule

Funding Agreement - DeSoto County-CSWRFL Oct 2025

Greg Harris presented a request to approve a Funding Agreement with CSWR-Florida Utility Operating Company, LLC to cover the County's costs related to a potential bulk potable water program for the County to serve certain real property in Charlotte County with bulk potable water.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve this agreement. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

19. Contract Amendment / Sanders Laboratories, Incorporated / Water and Wastewater Quality Sampling and Laboratory Testing Services

Attachments: 23-26-00ITB Contract Amendment #1

Greg Harris presented a request to approve the Contract Amendment No. 1 with Sanders Laboratories, Incorporated, for Water and Wastewater Quality Sampling and Laboratory Testing Services.

A motion was made by Commissioner Gross, seconded by Commissioner Schaefer, to approve the contract Amendment. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

20. Appointment of new member to the Planning Commission and Board of Adjustment

Attachments: 2025-10-15 Resolution for Appointment of Theresa Collins Hill

**FINAL** 

Misty Servia presented a request to approve the appointment of Theresa Collins-Hill as a member of the DeSoto County Planning Commission and Board of Adjustment.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, to adopt this Resolution. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross

Enactment No: 2025-100

#### ADMINISTRATOR'S REPORT

Mandy Hines extended an invitation to the Commissioner to participate in the Trick or Treat event at the Turner Center on Friday, October 31st, from 6:00 to 8:00 PM, where candy will be distributed to children. She also shared a public flyer from the DeSoto County Library outlining the upcoming calendar of events. Additionally, Ms. Hines informed the Board of a scheduled public hearing on November 10, 2025, at 10:00 AM, during which the three RFP finalists will present their proposals to the Desoto Memorial Hospital Board of Directors. She further reported that Fire House 1 has been fully reoccupied following the completion of all construction activities.

#### **COUNTY ATTORNEY'S REPORT**

Valerie Vicente, County Attorney reported the a proposed settlement in the VCH Osceola Organics matter is expected to the ready for the Boards consideration at the November 18th meeting, as it was not finalized in time for the current meeting and should be reviewed by the full Board. She also noted that correspondence has been provided to the Board regarding unauthorized Giuseppe's Restaurant signage placed in the County's right of way and requested authorization for either herself or Mandy Hines to send a letter requiring the signs to be removed. Lastly, she shared that a new order was issued in the Reardon matter just before today's meeting, with the outcome favoring the petitioner, Mr. and Mrs. Reardon. After a full review of the order, she will schedule one on one discussions with the Board members to evaluate potential options including a possible appeal that must be filed within 30 days if pursued.

#### **BOARD MEMBER COMMENTS**

The Board of County Commissioners expressed their appreciation to staff for their continued dedication and hard work. Commissioners Langford and Deriso addressed concerns regarding the rising cost of beef in the United States. They discussed the President's proposed strategy to reduce prices through increased imports from other countries-a practice already in place domestically. However, they noted that recent changes to labeling regulations have removed the requirement to disclose the country of origin, making it difficult for consumers to identify the source of their beef. Additionally, they highlighted that, contrary to common perception, cattle ranchers operate on a narrow profit margin, averaging just 2.6%. Commissioner Schaefer expressed her enthusiasm for the upcoming Trick or Treat event at the Turner Center, emphasizing its value as a fun and engaging community tradition. In the spirit of Halloween, she also shared a lighthearted fact: the difference between a graveyard and a cemetery lies in their association with a church-cemeteries typically include a church on the grounds, while graveyards do not.

#### **RECESS UNTIL 6:30 PM PUBLIC HEARING**

#### **PUBLIC HEARING**

21. Ordinance / Easy Mini Storage / Small Scale Comprehensive Plan Map Amendment (COMP-0013-2025)

**Attachments:** 2025-08-22 Quave COMP-0013-2025 SR for PC

**Location Map** 

**FLUM** 

Proposed Future Land Use Map - Easy Mini Storage

Zoning Map

2025-08-22 Ordinance - Quave small scale map amendment for PC

Misty Servia presented a legislative request for a small-scale comprehensive plan amendment concerning the Easy Mini Storage facility. The proposal aims to change the future land use designation of a 3.48-acre parcel located on SW Highway 17 from Rural Agriculture to Commercial. Ms. Servia noted that small-scale amendments are streamlined and exempt from state-coordinated review, provided the property is under 50 acres. Although the parcel is already zoned Commercial General, its current designation as Rural Agriculture creates an inconsistency. Planning staff reviewed the request and found it to be in alignment with the comprehensive plan.

A motion was made by Commissioner Gross, seconded by Commissioner Schaefer, to adopt this Ordinance. The motion carried by the following vote:

**Aye:** Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

Enactment No: 2025-013

# 22. Ordinance / Amending Section 20-1581 of Article XI "Administration and Enforcement" Chapter 20 of The DeSoto County Land Development Regulation

#### Attachments: Ordinance re Notice for Code Enforcement

County Attorney Valerie Vicente presented a proposed amendment to Section 20-1581 of the County's Land Development Regulations, specifically addressing affidavits of violation in code enforcement actions. Under the current code, compliance is required with both Chapter 162 and Chapter 48 of the Florida Statutes. However, Chapter 48 mandates personal service by a process server-an approach the county does not typically employ. Instead, the county relies on standard methods permitted under Chapter 162, such as certified mail with return receipt and property posting. The proposed amendment would allow the county to proceed under either Chapter 162 or Chapter 48, aligning the code with current practices. This change aims to reduce administrative burdens and avoid the additional costs associated with requiring a process server in every case.

A motion was made by Commissioner Langford, seconded by Commissioner Gross, to adopt this Ordinance. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

Enactment No: 2025-014

#### **QUASI-JUDICIAL PUBLIC HEARING**

Valerie Vicente County Attorney explained county procedures for Quasi-Judicial and Ex Parte Communication. Commissioners all then gave a brief list of constituents they have had correspondence with via phone, e-mail or in person as well and time and dates of any site visits.

The Clerk administered the Oath to all who wished to speak at the hearing.

#### 23. Ordinance / McAlpine PUD / Rezone (RZNE-0062-2025)

Attachments: 2025-09-22 RZNE 0062 2025 McAlpine SR FINAL

Location Map

FLUM Zoning Map

24006511 PUD PLAN 2025-04-10 2025-09-22 Ord for McAlpine FINAL

Misty Servia presented a request to adopt an ordinance to rezone six contiguous parcels, totaling approximately 29.61 acres, from Commercial Neighborhood (CN) and Residential Multifamily Mixed District (RMF-M) to Planned Unit Development (PUD). The proposal includes a Concept Development Plan for 49 dwelling units-both single-family attached and detached-and designates roughly 10.14 acres as open space. The requested residential density is 1.65 units per acre. Ms. Servia reviewed the PUD rezoning criteria and relevant conditions outlined in the comprehensive plan. Key points included the provision of usable open space, results of a traffic study, connection to county utilities, sidewalk connectivity, and a proposed deviation for a cul-de-sac. She noted that while a general plan has been submitted, more rigorous reviews will occur during the improvement plan phase. Because of wetland and stormwater constraints, the applicant requested a deviation from the required 25% usable open space, agreeing instead to provide a minimum of 5% usable space including a walking trail connecting the surrounding area.

Tom Sacharski, AICP, of RVi Planning + Landscape Architecture and Project Engineer Todd Rebol representing the property owners TMV Properties Inc. and McAlpine (Briarwood) Inc., stated they agree with staff analysis and conditions. The Board engaged in further discussion regarding proposed deviations from staff-recommended conditions. Commissioner Gross made a motion to close the public hearing seconded be Commissioner Langford. The motion carried unanimously.

A motion was made by Commissioner Langford, seconded by Commissioner Gross, to adopt this Ordinance. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

Enactment No: 2025-015

#### 24. Ordinance / Maria G. Mendieta Olvera / Rezone (RZNE-0070-2025)

**Attachments:** 2025-09-05 Staff Report - RZNE-0070-2025 for PC

Location Map

**FLUM** 

Zoning Map

2025-09-05 Ordinance - RZNE-0070-2025 for PC

Misty Servia presented a request to adopt an ordinance to rezone approximately 1.11 acres of land from Agricultural-5 (A-5) to Residential Single Family-1 (RSF-1). The subject property, located at 2563 SW Hillsborough Avenue in

central DeSoto County-east of SW Highway 17-is currently occupied by a single-wide mobile home. According to the application narrative, the intent is to construct a single-family residence on the parcel. Ms. Servia reviewed the applicable land use category and the DeSoto County Comprehensive Plan. It was noted that the property is not considered a lot of record, as it had previously been subdivided without formal subdivision approval. The original lot was non-conforming to the A-5 district's minimum lot area requirements, and the non-conformity was further exacerbated when the parcel was split. Approval of the proposed rezoning would bring the parcel into compliance with the RSF-1 district's minimum zoning standards, thereby eliminating the existing non-conformity. The applicant, Maria G. Mendieta Olvera, stated that she was unaware of the A-5 zoning designation and its associated setback requirements at the time of purchase six years ago. Her intention from the outset was to build a home on the property. It was only upon applying for a building permit that she was informed a rezoning would be necessary to proceed. Commissioner Goss made a motion to close the public hearing seconded by Commissioner Schaefer. The motion carried unanimously.

A motion was made by Commissioner Gross, seconded by Commissioner Langford,to adopt this Ordinance. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

Enactment No: 2025-016

# 25. Resolution / Bernardo Hernandez-Villanueva / Special Exception (USE-0188-2024)

**Attachments:** 2025-09-08 USE-0188-2024 Villanueva SR for PC

Location Map

<u>FLUM</u>

Zoning Map

Special Exception Concept Plan for hearings

2025-09-08 USE-0188-2024 Villanueva Resolution for PC

Misty Servia presented a request for the adoption of a resolution approving a special exception use to permit the installation of a 200-foot telecommunications tower, along with associated ancillary equipment, on a 17.026-acre parcel located on SW Martha Street. The property is zoned Agricultural-5 (A-5) and designated under the Neighborhood Mixed Use Future Land Use category.Ms. Servia conducted a comprehensive review of the applicable criteria and recommended conditions for approval. Staff findings concluded that the application is consistent with the Comprehensive Plan, complies with all Land Development Regulations, and meets all other applicable requirements. Wilfredo Martinez, the applicant's representative, provided additional details regarding the proposed tower's location, confirmed compliance with all setback requirements and safety requirements. Commissioner Gross made a request to close the public hearing seconded by Commissioner Schaefer. The motion carried unanimously.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, to adopt this Resolution. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

Enactment No: 2025-101

# 26. Resolution / Spanish Trail Land and Cattle Co. / request for time extension for a special exception (USE-0042-2020)

Attachments: 2025-10-01 Memo to BOCC

EXHIBIT A Resolution #2020-83

**EXHIBIT B Renewal Statement Letter 9-22-25** 

**EXHIBIT C Warranty Deed of Sale** 

EXHIBIT D Boran Ranch Agenda Item for Resolution No. 2020-8.

(USE 0042-2020)

Resolution with Exhibits

Misty Servia presented a request to adopt the resolution for a time extension for a previously approved special exception for a Type 4 excavation permit. The property has since been sold to Spanish Trail Land and Cattle Company, and excavation has not yet begun. Because the approval is nearing expiration, the applicant is requesting the extension which is allowed by code when material changes have occurred in the surrounding area. Staff confirmed the applicants findings the area remains unchanged and notes that final plans have been submitted and are under review, with reclamation bond prior to work beginning. The applicant explained the project includes the removal of approximately 3.7 million cubic yards of material over four to five years, with access via Southwest B & R Ranch Road. Commissioner Gross made a motion to close the public hearing seconded by Commissioner Langford. The motion carried unanimously.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to adopt this Resolution. The motion carried by the following vote:

**Aye:** Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

Enactment No: 2025-102

## 27. Resolution / C & F Movers (Lake Suzy Storage LLC) / Development Plan Modification SITE-0156-2025

Attachments: 2025-09-29 Staff Report SITE-0156-2025 C&F Movers mms edits

**ZONING MAP** 

**FLUM** 

**Location Map** 

2025-09-29 Resolution C&F SITE 0156 2025 with mms edits (cao)

Misty Servia presented a quest to adopt a resolution to amend the development plan for a commercial property at 11503 SW County Road 769 in Arcadia, DeSoto County. The proposal aims to expand the parking area by adding asphalt spaces on the 5-acre site, which currently houses an 11,395-square-foot

office/warehouse used by a moving company. Although the site was originally approved in 2018, it is now subject to a Special Master Code Enforcement Case due to unpermitted development. This modification seeks to bring the property into compliance. Designated as Commercial in the Future Land Use Map and zoned Commercial General (CG), the property supports the proposed use. No new structures will be built, but parking capacity will increase from 19 to 42 spaces-well above the required minimum of 17. Situated within a Conservation Overlay District, the site will preserve wetland buffers in line with environmental regulations. Access and utilities remain unchanged, and stormwater management will meet local standards with all necessary permits obtained. Staff recommended approval with conditions, including a ban on outdoor storage, guaranteed fire vehicle access, and a three-year expiration on the development plan unless extended. Commissioner Gross moved to close the public hearing, seconded by Commissioner Langford. The motion passed unanimously.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to adopt this Resolution. The motion carried by the following vote:

**Aye:** Deriso, Schaefer, Langford, and Gross

**Absent:** Hickox

Enactment No: 2025-103

#### **ADJOURNMENT**

Being no further business before the Board, Chairman Deriso adjourned the meeting at 7:33pm.

ATTEST:	BOARD OF COUNTY COMMISSIONER DESOTO COUNTY, FLORIDA		
MANDY HINES	J.C. DERISO		
COUNTY ADMINISTRATOR	CHAIRMAN		

#### **BOARD DOCUMENTS 10-28-25 BOCC PUBLIC MEETING**

**Attachments:** 10-28-25 Supplemental Documents Public Meeting

DeSoto Master Plan Update 2025-10-24

NOTE: For quasi-judicial matters, any party desiring a verbatim record of the proceeding of this hearing for the purpose of an appeal is advised to make private arrangements for the production of a record and anyone wishing to present documents or other written evidence to the Board must provide eight (8) copies of the written material. If special accommodations are required in accordance with the Americans with Disabilities Act, individuals should contact the County Administrator's Office by calling 863-993-4800 at least 48 hours prior to the hearing.



### **DeSoto County**

#### 11/18/2025

ltem	#:	9.	

☐ Consent Agenda ☐ Quasi-Judicial Public Hearing

☐ Regular Business 3:00 pm ☐ Public Hearing Agreement

**DEPARTMENT:** Human Resources

SUBMITTED BY: Latrinda Jones, Human Resources Director PRESENTED BY: Latrinda Jones, Human Resources Director

#### TITLE & DESCRIPTION:

Revised Classification and Pay Plan.

#### **REQUESTED MOTION:**

To approve the revised Classification & Pay Plan as presented.

#### **SUMMARY:**

The Classification and Pay Plan has been revised to reflect the changes within the Probation, Social Services, and Public Safety department. The Probation department is reclassifying the position title of Probation and Pretrial Services Manager to Probation and Pretrial Services Supervisor. The job description for this position along with the job description for the Probation and Pretrial Officer has been revised to align more with the current duties within the Court Administration. The Social Services department is requesting to reclassify the position title of Administrative Assistant to Social Services Specialist to better align with the needs of the department. The Public Safety department is requesting a part-time, as needed, Fire & Life Safety Inspector to assist in the inspection of buildings and hazards to meet State and Local Fire Safety Laws, Codes, and Ordinances.



#### JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

### **Probation and Pretrial Services Supervisor**

**Department:** Probation

Pay Grade: 110 (\$51,711.74 - \$81,703.20)

FLSA Status: Exempt

#### **GENERAL DESCRIPTION:**

Responsible for work supervising the operations of the Pretrial Services and Misdemeanor Probation programs for the County. Work is performed under the general direction of the Twelfth Judicial Circuit's Pretrial Services Director.

#### **ESSENTIAL JOB FUNCTIONS:**

- 1. Supervises two full time staff, including the selection, training, review and discipline of staff.
- 2. Develops and implements probation and pretrial services policies and procedures, and ensures they operate efficiently, fairly, and in accordance with applicable Florida law and Rules of Court.
- 3. Responsible for oversight of misdemeanor probationers and defendants released from jail pending trial.
- 4. Conducts pre-sentence, post-sentence, and other investigations related to misdemeanor probationers.
- 5. Counsels clients and refers them to specialized treatment and services at guidance clinics, health clinics, and related organizations.
- 6. Ensures compliance with orders and special conditions of release for pretrial and probation clients, including drug testing. Reviews violation reports, warrants and program completions for accuracy and consistency.
- 7. Responds to questions from the court, state attorneys, and defense attorneys regarding investigations and compliance with court orders.
- 8. Responsible for overseeing the Offender Work Program for clients.
- 9. Maintains a Pretrial Intervention Program.
- 10. Liaisons with the judges of DeSoto County, State Attorney's Office, defense attorneys, local law enforcement agencies, and the public. Attends court hearings as necessary. Serves as the Court Administration representative on DeSoto County's Public Safety Coordinating Council.
- 11. Makes purchasing requests on behalf of the department.
- 12. Performs other job-related duties as required by supervisor or Trial Court Administrator. In emergency situations, the Chief Judge or Trial Court Administrator may assign the employee duties

and responsibilities that are not associated with their primary function but are deemed to be mission essential.

#### **MINIMUM QUALIFICATIONS**

#### **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Knowledge of the applicable laws, statues, regulations, and practices involving pretrial services and probation, including but not limited to interviewing and screening techniques; investigative and factgathering techniques; courtroom procedures, practices and demeanor; report preparation; and case management.
- Ability to communicate effectively, both orally and in writing, with the general public, attorneys, court staff, law enforcement, and judges.
- Strong computer skills required, including knowledge of using Microsoft products, online databases, and similar computer programs
- Ability to counsel persons who are having physical, financial, alcohol, drug, personal and related problems.
- Ability to supervise others effectively.
- Ability to organize and carry out job assignments unsupervised.

#### **EDUCATION AND EXPERIENCE:**

Graduation from an accredited four (4) year college or university with a bachelor's degree in social science, Criminology, Psychology, or related field and three (3) years of professional experience in pretrial, probation, or a related field. A comparable amount of training, education, or experience can be substituted for the minimum qualifications on a year-for-year basis. Supervisory experience is preferred.

#### **Special Qualifications:**

Possession of a valid Florida Driver's License. Must obtain certification by the Florida Department of Law Enforcement (FDLE) as a Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) operator within six (6) months of appointment; and must keep CJIS Certification current.

#### **ESSENTIAL PHYSICAL SKILLS:**

The work is sedentary work which requires exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Employee must have visual acuity, acceptable hearing and the ability to communicate both orally and in writing.

#### **ENVIRONMENTAL CONDITIONS:**

Work is performed primarily in an office environment. Reasonable accommodations will be made for otherwise qualified individuals with a disability.

#### **EMPLOYEE ACKNOWLEDGMENT**:

The information above is an accurate description of the duties of my position. I have had the opportunity to read and discuss my position description with my supervisor. I fully understand that my performance evaluations will be based on its contents.

Supervisor signature:

Updated: 10/2025

Date: \_\_\_\_\_



#### JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

#### **Probation and Pretrial Officer**

**Department:** Probation

Pay Grade: 103 (\$35,056.32 - \$54,337.30)

FLSA Status: Non- Exempt

#### **GENERAL DESCRIPTION:**

This position is responsible for the intake and supervision of Probation and Pretrial Services clients through the day-to-day supervision of a population of offenders (clients) ordered to Probation or Supervised Pretrial Release (SPR) by the DeSoto County Court. The position monitors progress and ensures compliance with court-ordered conditions, including the Offender Work Program (OWP).

#### **ESSENTIAL JOB FUNCTIONS:**

- 1. Provides instructions regarding court-ordered conditions of Probation and SPR and monitors compliance with court-ordered conditions.
- 2. Refers clients to court-ordered agencies and monitors progress.
- Conducts statistical comparisons of data. Assists in the preparation and maintenance of department records.
- 4. Searches databases and notes for pertinent information on court dockets for use in court.
- 5. Attends court hearings.
- 6. Prepares orders, violation reports, affidavits, and warrants pertaining to compliance and non-compliance of Probation and/or SPR conditions. Updates client information for apprehension as data is received
- Monitors all community service work programs. Provides guidance and prioritizes work assignments.
   Accounts for all participants and monitors that court-ordered payments are made. Provides statistics from community service and compliance.
- 8. Inputs and updates cases in court database for Probation and SPR clients.
- 9. Creates SPR packets for court review.
- 10. Tracks Probation clients throughout supervision.
- 11. Tracks clients placed on SPR on weekly-basis, and monitors clients who have not been released from jail throughout the term of the case.
- 12. Conducts and monitors drug screens.

- 13. Regularly communicates with the DeSoto County Sheriff's Office, judicial offices, State Probation, and the Clerk of Court to obtain necessary information (i.e., SPR conditions, first appearance records, dispositions, arrest reports) for each Probation and SPR client.
- 14. Inputs cases into Citizens Right to Know database.
- 15. Terminates Probation and SPR cases from court database when supervision is terminated or complete.
- 16. Assists with problem solving court clients and personnel as may be needed.
- 17. Other duties as may be assigned by the Probation and Pretrial Services Supervisor or Trial Court Administrator.

#### **MINIMUM QUALIFICATIONS**

#### **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Knowledge of basic interviewing and screening techniques
- Knowledge of investigative and fact-gathering techniques
- Knowledge of courtroom procedures, practices, and demeanor
- Strong computer skills required, including knowledge of using Microsoft products, online databases, and similar computer programs
- Skills in preparing clear and concise reports, correspondence, and other written materials.
- Skills in using online databases and programs to search records.
- Ability to maintain accurate case records
- Ability to maintain effective working relationships with others and foster teamwork
- Ability to communicate effectively, verbally and in writing
- Ability to interact successfully with individuals from various socio-economic, ethnic, and cultural backgrounds in person and over the telephone, often where relations may be confrontational or strained
- Ability to uphold high professional standards

#### **EDUCATION AND EXPERIENCE:**

A bachelor's degree from an accredited college or university with a major in criminal justice, counseling, social or behavioral science or a related field is preferred. Progressively responsible related experience may be substituted on a year-for-year basis for the required college degree.

#### **Special Qualifications:**

Possess a valid Florida Driver's License. Must obtain certification by the Florida Department of Law Enforcement (FDLE) as a Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) operator within six (6) months of appointment; and must keep CJIS Certification current.

#### **ESSENTIAL PHYSICAL SKILLS:**

The work is sedentary work which requires exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Employee must have visual acuity, acceptable hearing and the ability to communicate both orally and in writing.

#### **ENVIRONMENTAL CONDITIONS:**

Work is performed primarily in an office environment. Reasonable accommodations will be made for otherwise qualified individuals with a disability.

#### **EMPLOYEE ACKNOWLEDGMENT:**

The information above is an accurate description of the duties of my position. I have had the opportunity to read and discuss my position description with my supervisor. I fully understand that my performance evaluations will be based on its contents.

Employee name:		
Employee signature:	Date:	
Supervisor Acknowledgment The above job description accurately represents this employee's assigned duties and responsibilities.		
Supervisor name:		
Supervisor signature:	Date:	

#### JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

### Fire & Life Safety Inspector P/T

**Department:** Public Safety

Pay Grade: 109 (\$49,728.06 - \$77,078.49)

FLSA Status: Non-Exempt

#### **GENERAL DESCRIPTION:**

This is a part-time, as needed position which has the primary responsibility of administrative and field work in the inspection of buildings and hazards to meet State and Local Fire and Safety Laws, Codes, and Ordinances. Reports directly to the Fire Inspector.

#### **ESSENTIAL JOB FUNCTIONS:**

- 1. Inspects or causes to be inspected existing occupancies to ensure compliance with Fire and Safety Codes, observes any violations of the fire and safety codes, or with respect to storage and use of hazardous materials.
- 2. Informs owners of inspection findings and issues notices for corrections when necessary, confers with owner or contractors regarding changes needed to bring the permitted project or existing occupancies deficiencies into compliance.
- Schedules and ensures annual inspections are completed, prepares detailed discrepancy re-ports, maintains records of inspections and building conditions, follow-up inspections and actions taken in regards to complaints.
- 4. Receives inspection request from citizens and Local/State agencies, assures these inspections are completed in a timely manner.
- 5. Reviews plans for new construction and existing buildings for compliance of State and Local laws or ordinances.
- 6. Schedules and oversees annual inspection of existing occupancies.
- 7. Assists an emergency situation as needed, within scope of licensure as deemed necessary per the Officer in Charge.
- 8. Responsible for the maintaining and reporting of Hazards Analysis and/or 303 Facilities to the Department of Community Affairs. Ensures all records are accurate and up to date as required.
- Responsible for the maintaining and reporting of Small Quantity Generators of Hazards to the Department of Environmental Protection. Ensures all records are accurate and up to date as required.
- 10. Shall be responsible for departmental records, activity reports and coordination of shift inspections that apply.

11. Assist Building Officials on specified case-by-case issues, with the ability to prepare and present violations to Code Enforcement when necessary.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job-related duties as required.)

#### **MINIMUM QUALIFICATIONS**

#### **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Knowledge of fire safety laws, ordinances, rules and regulations relative to fire prevention.
- Knowledge of modern firefighting, fire prevention techniques and of typical sources of fire hazards in building and equipment.
- Ability to read and interpret construction plans, specifications, blueprints, and recognize existing and potential deviations of the Fire Safety Codes.
- Ability to recognize existing and potential Fire and Casualty Hazards in a wide variety of structures and installations.
- Ability to express ideas through clear and concise written reports.
- Ability to enforce Fire and Life Safety Codes firmly, tactfully and impartially.
- Ability to discuss problems concerning inspections and/or corrections of hazards without losing composure.
- Ability to establish and maintain effective working relationships with others.

#### **EDUCATION AND EXPERIENCE:**

- High school diploma or equivalent
- Firefighter/EMT or Paramedic with 3-years experience
- 3-years Fire Inspection experience

(A comparable amount of training, education or experience may be substituted for the minimum qualifications required.)

#### LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

- Must possess State Fire Inspector Certification
- Must possess Valid Florida Driver's License

#### **ESSENTIAL PHYSICAL SKILLS:**

- Acceptable eyesight (with or without corrections)
- Acceptable hearing (with or without aid)
- Ability to communicate both orally and in writing
- Reaching, pulling, pushing, balancing, smelling
- Walking, standing, crawling, kneeling, bending, stooping
- Climbing (including ladders)
- Driving
- Meet physical requirements as indicated for Florida State Certification.

#### **ENVIRONMENTAL CONDITIONS:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential job functions, with or without reasonable accommodations while performing the duties of this job. The employee occasionally works in outdoors weather conditions and is occasionally exposed to risk of fumes, airborne particles, toxic or caustic chemicals, extreme heat, risk of electrical shock and vibration. Most of the essential job functions will involve indoors or external exposure in a controlled setting.

#### THIS IS A DISASTER ESSENTIAL POSITION.

DeSoto County is an Equal Opportunity Employer. It is the policy of the County to administer its employment practices without regard to race, color, creed, religion, national origin, ethnicity, age, gender, pregnancy, marital status, veteran status or disability. This policy applies to all employment practices and personnel actions including, but not limited to, recruitment, screening, selection, hiring, training and development, determinations of pay and benefits, evaluation, scheduling, job assignments, promotion, transfer, demotion, layoff, discipline and dismissal.

The County complies with all applicable federal, state and local laws mandating equal employment opportunity practices and prohibiting impermissible discrimination. The County will not tolerate any discrimination based upon an individual's race, color, creed, religion, national origin, ethnicity, age, gender, pregnancy, marital status, veteran status or disability.

#### DESOTO COUNTY BOCC CLASSIFICATION AND PAY PLAN - REVISED 11/18/2025

Department	Position Title	Grade		Minimum		Maximum	Position Number
dministration	COUNTY ADMINISTRATOR	120	\$	105,602.30	\$	163,683.56	90101
dministration	ASSISTANT COUNTY ADMINISTRATOR	115	\$	71,871.15	\$	111,400.28	90124
dministration	COUNTY COORDINATOR	113	\$	62,780.53	\$	97,309.82	90123
dministration	BUDGET COORDINATOR	109	\$	49,728.06	\$	77,078.49	90218
dministration	GRANTS COORDINATOR	108	\$	46,913.26	\$	72,715.56	90221
dministration	OFFICE MANAGER III	105	\$	39,389.28	\$	61,053.39	90112
dministration	PUBLIC INFORMATION OFFICER / COMMUNICATIONS	105	\$	39,389.28	\$	61,053.39	90113
dministration	ADMINISTRATIVE ASSISTANT II	102	\$	-	\$	51,261.60	90114
dministration	CONSTRUCTION PROJECT MANAGER	NEG	•	-	,	-	90130
dministrative Services	FINANCE DIRECTOR	113	\$	62,780.53	\$	97,309.82	90201
dministrative Services	PURCHASING DIRECTOR	111	\$	55,874.45	\$	86,605.39	90216
Iministrative Services	ACCOUNTING SPECIALIST III	105	\$	39,389.28	\$	61,053.39	90208, 90219, 90222
Iministrative Services	PURCHASING AGENT II	104	\$	37,159.70	\$	57,597.53	90209
ministrative Services	ACCOUNTING SPECIALIST II	103	\$	35,056.32	\$	54,337.30	90220
Iministrative Services	ACCOUNTING SPECIALIST II (P/T)	103	\$	35,056.32	\$	54,337.30	90223
Iministrative Services	PURCHASING AGENT I	102	\$	33,072.00	\$	51,261.60	90213
dministrative Services	ACCOUNTING SPECIALIST I	101	\$	31,200.00	\$	48,360.00	90211
dministrative Services	ACCOUNTS PAYABLE TECHNICIAN	101	\$	31,200.00	\$	48,360.00	90203
nimal Control Services	ANIMAL CONTROL SUPERVISOR	104	\$	37,159.70	\$	57,597.53	91701
imal Control Services	ANIMAL CONTROL OFFICER	102	\$	33,072.00	\$	51,261.60	91703, 91705, 90522
nimal Control Services	KENNEL TECHNICIAN	101	\$	31,200.00	\$	48,360.00	91706, 91711, 91712
nimal Control Services	ADMINISTRATIVE ASSISTANT	101	\$	31,200.00	\$	48,360.00	90506
uilding	BUILDING OFFICIAL	115	\$	71,871.15	\$	111,400.28	90515
uilding	BUILDING INSPECTOR II	108	\$	46,913.26	\$	72,715.56	90524, 90535
uilding	BUILDING INSPECTOR I	106	\$	41,752.64	\$	64,716.59	90528, 90536
uilding	PERMIT TECHNICIAN SUPERVISOR	106	\$	41,752.64	\$	64,716.59	92103
uilding	LEAD PERMIT TECHNICIAN	104	\$	37,159.70	\$	57,597.53	90538
ıilding	PERMIT TECHNICIAN	102	\$	33,072.00	\$	51,261.60	90502, 90525, 90518
uilding	ADMINISTRATIVE ASSISTANT	101	\$	31,200.00	\$	48,360.00	90527, 90537
ode Enforcement	CODE ENFORCEMENT DIRECTOR	111	\$	55,874.45	\$	86,605.39	90531
ode Enforcement	CODE ENFORCEMENT OFFICER	102	\$	33,072.00	\$	51,261.60	90507, 90509, 90510
ode Enforcement	ADMINISTRATIVE ASSISTANT	101	\$	31,200.00	\$	48,360.00	90503
evelopment	PLANNING DIRECTOR	115	\$	71,871.15	\$	111,400.28	90136
evelopment	SENIOR PLANNER	108	\$	46,913.26	\$	72,715.56	91901, 91902
evelopment	PLANNER I	105	\$	39,389.28	\$	61,053.39	91907
evelopment	ASSOCIATE PLANNER	103	\$	35,056.32	\$	54,337.30	91909
evelopment	DEVELOPMENT SERVICES SPECIALIST	103	\$	35,056.32	\$	54,337.30	90215
evelopment	PLANNING TECHNICIAN	102	\$	33,072.00	\$	51,261.60	91906
evelopment	ADMINISTRATIVE ASSISTANT	101	\$	31,200.00	\$	48,360.00	91903
conomic Development	ECONOMIC DEVELOPMENT DIRECTOR	114	\$	66,547.36	\$	103,148.41	90119
onomic Development	BROADBAND COORDINATOR	106	\$	41,752.64	\$	64,716.59	90149
conomic Development	ECONOMIC DEVELOPMENT AND TOURISM SPECIALIST	103	\$	35,056.32	\$	54,337.30	90150

Page 1 of 4 146

Department	Position Title	Grade	Minimum	ا	Maximum	Position Number
Emergency Management	EMERGENCY MANAGEMENT DIRECTOR	114	\$ 66,547.36	\$	103,148.41	90108
<b>Emergency Management</b>	EMERGENCY MANAGEMENT COORDINATOR	105	\$ 39,389.28	\$	61,053.39	90110
Emergency Management	EMERGENCY MANAGEMENT SPECIALIST	102	\$ 33,072.00	\$	51,261.60	90109
Engineering	COUNTY SURVEYOR	108	\$ 46,913.26	\$	72,715.56	92006
Engineering	PUBLIC WORKS INSPECTOR I	102	\$ 33,072.00	\$	51,261.60	92003
Environmental Services	ENVIRONMENTAL SERVICES DIRECTOR	114	\$ 66,547.36	\$	103,148.41	90601
<b>Environmental Services</b>	ENVIRONMENTAL SERVICES SUPERVISOR	106	\$ 41,752.64	\$	64,716.59	90606
<b>Environmental Services</b>	ENVIRONMENTAL SERVICES EQUIPMENT OPERATOR III	103	\$ 35,056.32	\$	54,337.30	90605, 90607
<b>Environmental Services</b>	ENVIRONMENTAL SERVICES EQUIPMENT OPERATOR II	102	\$ 33,072.00	\$	51,261.60	90611, 90612
<b>Environmental Services</b>	ENVIRONMENTAL SERVICES SENIOR SCALE CLERK	102	\$ 33,072.00	\$	51,261.60	90614
<b>Environmental Services</b>	OFFICE MANAGER II	102	\$ 33,072.00	\$	51,261.60	90617
<b>Environmental Services</b>	ENVIRONMENTAL SERVICES EQUIPMENT OPERATOR I	101	\$ 31,200.00	\$	48,360.00	94009
Environmental Services	ENVIRONMENTAL SERVICES SCALE OPERATOR	101	\$ 31,200.00	\$	48,360.00	90608, 90610
Facilities Maintenance	FACILITIES MAINTENANCE DIRECTOR	111	\$ 55,874.45	\$	86,605.39	90901
Facilities Maintenance	FACILITIES MAINTENANCE SUPERVISOR	106	\$ 41,752.64	\$	64,716.59	90902
Facilities Maintenance	FACILITIES MAINTENANCE SPECIALIST III	105	\$ 39,389.28	\$	61,053.39	90915
Facilities Maintenance	FACILITIES MAINTENANCE SPECIALIST II	103	\$ 35,056.32	\$	54,337.30	90134
Facilities Maintenance	FACILITIES MAINTENANCE SPECIALIST I	101	\$ 31,200.00	\$	48,360.00	90133
Human Resources	HR DIRECTOR	113	\$ 62,780.53	\$	97,309.82	90424
Human Resources	HR SPECIALIST	102	\$ 33,072.00	\$	51,261.60	92105
Human Resources	ADMINISTRATIVE ASSISTANT	101	\$ 31,200.00	\$	48,360.00	92102
Information Systems	IT SYSTEMS COORDINATOR	111	\$ 55,874.45	\$	86,605.39	90126
Legal	ADMINISTRATIVE LEGAL SECRETARY	101	\$ 31,200.00	\$	48,360.00	90802
Library	LIBRARY DIRECTOR	110	\$ 52,711.74	\$	81,703.20	90425
Library	LIBRARY MANAGER	105	\$ 39,389.28	\$	61,053.39	90410
Library	LIBRARY PROGRAM MANAGER	104	\$ 37,159.70	\$	57,597.53	90403
Library	CHILDREN'S LIBRARY MANAGER	103	\$ 35,056.32	\$	54,337.30	90416
Library	CHILDREN'S LIBRARY MANAGER P/T	103	\$ 35,056.32	\$	54,337.30	90428
Library	COMMUNITY ENGAGEMENT SPECIALIST	103	\$ 35,056.32	\$	54,337.30	90429
Library	LIBRARY TECHNICIAN II P/T	102	\$ 33,072.00	\$	51,261.60	90426, 90427
Parks & Recreation	PARKS AND RECREATION DIRECTOR	110	\$ 52,711.74	\$	81,703.20	91401
Parks & Recreation	PARKS MAINTENANCE TECHNICIAN IV	104	\$ 37,159.70	\$	57,597.53	91409, 91440, 91441
Parks & Recreation	PARKS MAINTENANCE TECHNICIAN III	103	\$ 35,056.32	\$	54,337.30	91438
Parks & Recreation	PARKS MAINTENANCE TECHNICIAN II	102	\$ 33,072.00	\$	51,261.60	91338, 91407, 91437
Parks & Recreation	OFFICE MANAGER II	102	\$ 33,072.00	\$	51,261.60	91412
Parks & Recreation	PARKS MAINTENANCE CARETAKER	101	\$ 31,200.00	\$	48,360.00	91402, 91430
Parks & Recreation	PARKS MAINTENANCE TECHNICIAN I	101	\$ 31,200.00	\$	48,360.00	91414, 91415

Page 2 of 4 147

Department	Position Title			Minimum	Maximum		Position Number
Probation	PROBATION & PRETRIAL SERVICES SUPERVISOR	110	\$	52,711.74	\$	81,703.20	90413
Probation	PROBATION & PRETRIAL OFFICER	103	\$	35,056.32	\$	54,337.30	90405, 90411
Probation	PROBATION COURT LIASON	101	\$	31,200.00	\$	48,360.00	90417
Public Safety	PUBLIC SAFETY DIRECTOR	117	\$	83,830.51	\$	129,937.29	91001
Public Safety	BATTALION CHIEF	FF9	\$	73,577.50	\$	117,724.01	91027, 91028, 91029
Public Safety	DEPUTY FIRE CHIEF	113	\$	62,780.53	\$	97,309.82	91060
Public Safety	SPECIAL PROJECT LIEUTENANT	FF6	\$	60,296.43	\$	96,474.29	91080
Public Safety	EMS TRAINING LIEUTENANT/PART TIME	FF6	\$	60,296.43	\$	96,474.29	91078
Public Safety	FIRE TRAINING LIEUTENANT (P/T)	FF6	\$	60,296.43	\$	96,474.29	91079
Public Safety	TRAINING CAPTAIN	112	\$	59,226.92	Ś	91,801.72	91054
			\$	65,889.82	\$	105,423.71	91032, 91033, 91055, 91068,
Public Safety	LIEUTENANT	FF5	Ψ.	00,000.02	Ψ.	100, 120.71	91069, 91067, 91071, 91072,
· · · · · · · · · · · · · · · · · · ·							91073
Public Safety	FIRE & LIFE SAFETY INSPECTOR	109	\$	49,728.06	\$	77,078.49	91006, 91070
Public Safety	FIREFIGHTER PARAMEDIC	FF3	\$	56,224.90	\$	89,959.84	91008, 91009, 91010, 91011, 91013, 91015, 91019, 91020, 91023, 91034, 91035, 91036, 91038, 91039, 91041, 91042, 91045, 91047, 91048, 91049, 91051, 91053, 91058, 91061, 91062, 91064, 91074, 91075, 91076
Public Safety	ENGINEER /PARAMEDIC	FF3	\$	56,224.90	\$	89,959.84	91016, 91017, 91037, 91043, 91044, 91046, 91050
Public Safety	ENGINEER / EMT	FF2	\$	51,757.89	\$	82,812.62	91014
Public Safety	FIREFIGHTER EMT	FF1	\$	43,680.00	\$	65,520.00	91026, 91046, 91065
Public Safety	PUBLIC SAFETY COORDINATOR	105	\$	39,389.28	\$	61,053.39	91066
Public Safety	PUBLIC SAFETY FLEET MECHANIC / MANAGER	104	\$	37,159.70	\$	57,597.53	91077
Public Safety	ADMINISTRATIVE ASSISTANT	101	\$	31,200.00	\$	48,360.00	91059
Road & Bridge	PUBLIC WORKS DIRECTOR	115	\$	71,871.15	\$	111,400.28	91200
Road & Bridge	OFFICE MANAGER III	105	\$	39,389.28	\$	61,053.39	91274
Road & Bridge	CREW LEADER	104	\$	37,159.70	\$	57,597.53	91215, 91226, 91255
Road & Bridge	MECHANIC CREW LEADER	104	\$	37,159.70	\$	57,597.53	91256
Road & Bridge	PUBLIC WORKER IV	103	\$	35,056.32	\$	54,337.30	91220, 91221, 91222, 91238, 91268
Road & Bridge	MECHANIC	102	\$	33,072.00	\$	51,261.60	91241, 91263, 91264
Road & Bridge	PUBLIC WORKER III - BOOM MOWER SUPERVISOR	102	\$	33,072.00	\$	51,261.60	91204, 91217, 91225, 91227, 91237, 91254, 91257, 91265, 91266, 91270, 91275, 91276, 91277, 91278
Road & Bridge	PUBLIC WORKER II	101	\$	31,200.00	\$	48,360.00	91206, 91207, 91212, 91214, 91267, 91272
Road & Bridge	SURVEY TECHNICIAN	101	\$	31,200.00	\$	48,360.00	91269
Road & Bridge	ADMINISTRATIVE ASSISTANT	101	\$	31,200.00	\$	48,360.00	91252
-							

Page 3 of 4 148

Department	Position Title		[	Minimum		Maximum	Position Number
		111					_
Social Services	SOCIAL SERVICES DIRECTOR		\$	55,874.45	\$	86,605.39	91607
Social Services	SOCIAL SERVICES SPECIALIST	102	\$	33,072.00	\$	51,261.60	92104, 91608
			_		_		
Turner Center	TURNER CENTER DIRECTOR	110	\$	52,711.74	- 1	81,703.20	90390
Turner Center	EVENT MANAGER	106	\$	41,752.64	\$	64,716.59	90305
Turner Center	FACILITIES MAINTENANCE/OPERATIONS SPECIALIST II	102	\$	33,072.00		51,261.60	90392
Turner Center	FACILITIES MAINTENANCE/OPERATIONS SPECIALIST I	101	\$	31,200.00	\$	48,360.00	95001, 95002
Turner Center	EVENT SUPPORT STAFF	101	\$	31,200.00	\$	48,360.00	903
Utilities	UTILITIES DIRECTOR	115	\$	71,871.15	\$	111,400.28	91301
Utilities	FACILITIES SUPERINTENDENT	111	\$	•	\$	86,605.39	91324
Utilities	TREATMENT PLANT OPERATOR II	110	\$	52,711.74		81,703.20	91309
Utilities	WATER SYSTEMS OPERATIONS SUPERVISOR	110	۶ \$	52,711.74		81,703.20	91325
			'	•		•	
Utilities	TREATMENT PLANT OPERATOR I	109	\$	49,728.06		77,078.49	91322
Utilities	OFFICE MANAGER III	105	\$	,	\$	61,053.39	91303
Utilities	UTILITIES ADMINISTRATIVE COORDINATOR	105	\$	,	\$	61,053.39	91323
Utilities	UTILITIES MAINTENANCE MECHANIC	103	\$	,	\$	54,337.30	91332
Utilities	UTILITIES MAINTENANCE TECHNICIAN II	102	\$	,-	\$	51,261.60	91308
Utilities	UTILITIES SYSTEM TECHNICIAN	102	\$	33,072.00	\$	51,261.60	91328
Utilities	UTILITIES FIELD SERVICE TECHNICIAN	101	\$	31,200.00	\$	48,360.00	91342
Utilities	UTILITIES MAINTENANCE TECHNICIAN I	101	\$	31,200.00	\$	48,360.00	91333
Utilities	ADMINISTRATIVE ASSISTANT	101	\$	31,200.00	\$	48,360.00	91340
Utilities	DUAL TREATMENT PLANT OPERATOR (P/T)	101	\$	31,200.00	\$	48,360.00	91343
Utilities	WW TREATMENT PLANT OPERATOR (P/T)	101	\$	31,200.00	\$	48,360.00	913
Veteran Services	VETERANS SERVICE OFFICER	101	\$	31,200.00	\$	48,360.00	92201

AMENDED CLASSIFICATION AND PAY PLAN APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA ON THE 18TH DAY OF NOVEMBER 2025.

Chairman	

ATTEST:

Mandy Hines, County Administrator

Page 4 of 4 149



#### **DeSoto County**

#### 11/18/2025

	Item #: 10.
☐ Consent Agenda ☑ Regular Business	□Quasi-Judicial Public Hearing 3:00 pm
☐ Public Hearing Pro	esentation
DEPARTMENT: SUBMITTED BY: PRESENTED BY: One Stop Housing (	Administration Mandy Hines, County Administrator Dr. Bobby Bennett, School Superintendent /Mark Vengroff, CEO of OSH)

#### SUMMARY:

TITLE & DESCRIPTION:

One Stop Housing (OSH) is looking to lease 6 acres in Nocatee Florida to build a Teacher and Staff Housing Community. It will be a mixed-use multifamily development of two three-story buildings with 72 units: a mix of studio, one-bedroom, and two-bedroom apartments.

Presentation/OSH Teacher & Staff Housing Development "The Reserve at Nocatee"

#### **FUNDS:**

Budget Amount: Click or tap here to enter text. Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text. Explanation: Click or tap here to enter text.

## The School District of Desoto County



## Workforce Housing Community Workshop

PRESENTED BY



## CURRENT RENTAL MARKET IN ARCADIA, FL:



#### Rental market summary

The average rent for apartments in Arcadia, FL is \$1,745.

Average rent

Month-over-month change

Year-over-year change

Available rentals

\$1,745

+\$750

+\$445

23

Source: Zillow Rentals data





## Availability of Economical Rental Options:

- Majority of Apartments are Income Restricted
- Limited Availability: Non-Restricted Units:

Only 23 Available Rentals in Arcadia
\*Source Zillow Rental Data

## Workforce Housing Communities General Discuss/Overview



## Challenges Created by Lack of Affordable / Local Rental Housing Options:

- Long Commutes: Approximately 126 educators in the DeSoto County School District reside outside the county.
- Increased Transportation Costs
- Employee Fatigue and Burnout
- Recruitment and Retention Challenges.









"Complete Turn-Key One Stop Solutions to Housing & Mix Community Development"



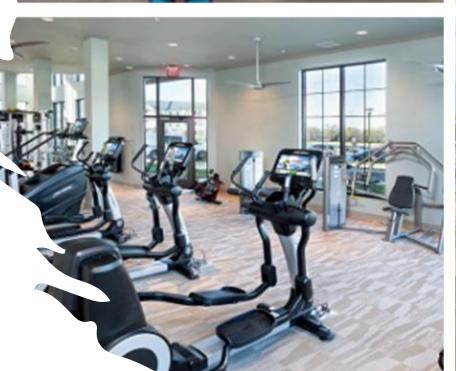


#### **TEACHER & STAFF HOUSING COMMUMITY**

- Custom Sized Mixed Use Multifamily Development
- Complete Turn-Key Solution from Development to Management
- Rents with utilities set at or below 30% of Educators average salaries.
- Apartment Mix, Unit Size & Amenities all selected based on survey results of employee surveys from the School District
- Improve Employee Retention and Recruitment











## **Desoto School District Workforce Apartments**

### 2590 SW County Rd 760A Arcadia, FL

Maximum density: 12 dwelling units per acre Maximum impervious lot

coverage: 70%

Lot: 6 acres= 72 Units



## **Desoto School District Workforce Apartments**

#### 2590 SW County Rd 760A Arcadia, FL



#### Required County Processes:

- Comprehensive Plan Amendment for increased density
- Rezone to Planned Unit Development/Concept Plan
- Improvement Plan
- Building Permit















Studio Unit 350 SF



Studio Unit w Den 400 SF



1 Bedroom Unit 532 SF



1 Bedroom Unit w Den 632 SF W



2 Bedroom Unit 715 SF



2 Bedroom Unit w Den 815 SF W





#### **Workforce Housing Communities**

**CONTACT INFORMATION** 

**One Stop Housing** 

Mark Vengroff

MarkV@OneStopHousing.com

(941) 993-9563 Direct #

"Complete Turn-Key One Stop Solutions to Housing & Mix Community Development"



#### **DeSoto County**

#### 11/18/2025

	Item #: 11.
☐ Consent Agenda	□Quasi-Judicial Public Hearing
□ Regular Business	3:00 pm
☐ Public Hearing Pre	esentation
C	
<b>DEPARTMENT:</b>	Administration
<b>SUBMITTED BY:</b>	Peggy Waters
PRESENTED BY:	Mandy Hines

#### TITLE & DESCRIPTION:

Law Enforcement Assessment Program Recalculation for the Methodology of the Municipal Services Taxing Unit Study presentation.

#### **REQUESTED MOTION:**

To approve the Law Enforcement Assessment Program Recalculation for the Methodology of the Municipal Services Taxing Unit Study as presented.

#### **SUMMARY:**

Stantec Consulting Services, Inc. was selected to conduct a study of the Law Enforcement Assessment Program recalculation and methodology of DeSoto County's Municipal Services Taxing Unit (MSTU).

#### **BACKGROUND:**

The County currently funds a small portion of the Sheriff's Office General Law Enforcement Services by a MSTU within the unincorporated area of the County. Stantec was procured to conduct a study to set appropriate and defensible rates and to determine a maximum defensible rate for the law enforcement MSTU.

#### **FUNDS:**

Budget Amount: n/a

Actual Agenda Item Cost: n/a

Account Number: n/a Explanation: n/a



#### **Technical Memorandum**

To: Mandy Hines From: Stantec Consulting Services

County Administrator Tampa, FL

DeSoto County, FL

Project/File: Law Enforcement MSTU Date: October 15, 2025

Reference: DeSoto County Law Enforcement MSTU Calculation

#### 1 Executive Summary

DeSoto County (the County) has a Law Enforcement Municipal Services Taxing Unit (MSTU) that is levied on unincorporated parcels through ad valorem taxes. The revenue generated from the MSTU partially funds the County Sheriff's department. The MSTU is levied through a set millage rate imposed on the taxable of unincorporated parcels. The full cost recovery millage rate was last calculated in 2018 to be 4.8791 mils. DeSoto county adopted an increase from 1.5000 mils to 2.3000 mils in 2019 and then increased it again in 2020 to the current rate of 2.4399. The millage rate has not changed since 2020 (see Figure 1-1), and it does not currently reflect full cost recovery.

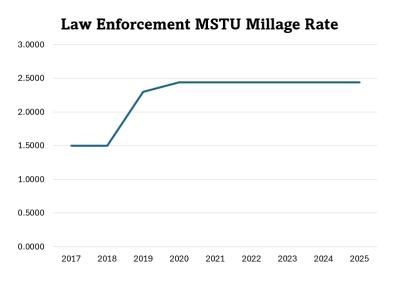


Figure 1-1 Historical Increases to DeSoto County's Law Enforcement MSTU Millage Rate1

Stantec was retained to calculate an updated millage rate that would result in full cost recovery of the Sherrif's FY 2026 budget (herein referred to as "the Study"). Due to the increases in taxable value within the

<sup>&</sup>lt;sup>1</sup> Source: DeSoto County Property Appraiser's Website

County outpacing the increases to the sheriff's budget, as can be seen in Figure 1-2, the updated full cost recovery millage rate is expected to be less than the previous 4.8791.

#### Cumulative Change in TV vs Sheriff Budget (Relative to 2017)

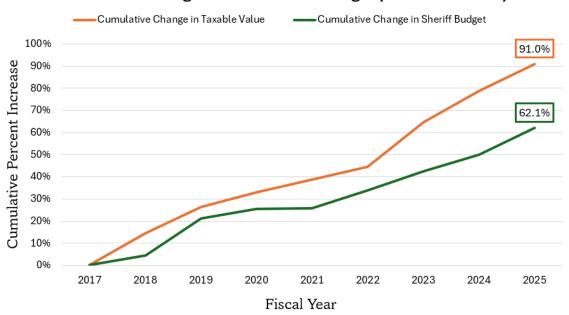


Figure 1-2 Cumulative Change in DeSoto County's Unincorporated Taxable Value and the Cumulative Change in the Sheriff's Budget<sup>2</sup>

The full cost recovery millage rate for FY 2026 is calculated to be 3.6396. The millage rate is calculated by isolating the eligible costs from the sheriff's FY 2026 budget and dividing by the County's unincorporated taxable value per \$1,000 (Figure 1-3).



Figure 1-3 Visual Depiction of the Calculation of the Full Cost Recovery MSTU Millage Rate

<sup>2</sup> Taxable value calculated as a function of the historical law enforcement MSTU millage rate and the revenue collected. MSTU revenue collected and the sheriff's budget are both retrieved from DeSoto County Board of Commissioners Annual Budget Reports.

#### 2 Law Enforcement MSTU Calculation

The following sections discuss the methodology, calculation, and results of the updated full cost recovery law enforcement MSTU millage rate. To determine the full-cost recovery MSTU millage rate, there are two components to quantify:

- 1. The total full cost recovery eligible FY 2026 law enforcement budget, and
- 2. The full cost recovery millage rate.

#### 2.1 Calculate Full Cost Recovery Eligible Law Enforcement Budget

Figure 2-1 depicts the methodology used to calculate the full cost recovery eligible law enforcement budget.

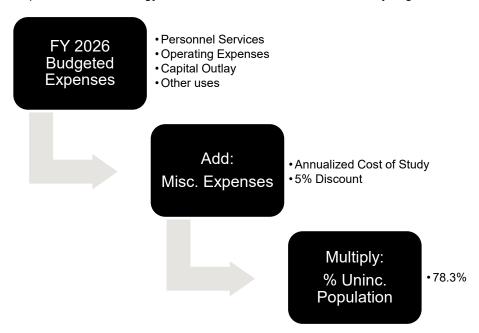


Figure 2-1 Methodology for Calculating the Full Cost Recovery Eligible Law Enforcement Budget

#### 2.1.1 FY 2026 Law Enforcement Budgeted Expenses

The FY 2026 Law Enforcement Budget was provided to Stantec by County Staff. The total budget for the current fiscal year was \$10.7 million. This total budget includes expenditures for personnel services (81%), operating supplies (16%), capital outlay (3%), and other uses (<1%). Table 2-1 presents the breakout of the FY 2026 Law Enforcement Budget by component.

Table 2-1 FY 2026 Law Enforcement Budget

Line No.	Expenditure Line Item	FY 2026 Budget
1	Personnel Services	\$8,651,742
2	Operating Supplies	\$1,717,171
3	Capital Outlay	\$335,000
4	Other Uses	\$5,000
5	Total <sup>3</sup>	\$10,708,913

#### 2.1.2 Miscellaneous Expenses

In addition to the FY 2026 Law Enforcement Budget, there are additional expenses eligible to be included in the full cost recovery eligible budget. The cost of the study for the calculation of the MSTU rate and 5 percent allowance for early payments or delinquencies.

The payment made to Stantec for the cost of the analysis was \$37,180. It is assumed that DeSoto county will update the MSTU calculation every five years. Thus, an annualized expenditure of \$7,436 is used.

DeSoto county property owners can receive a 4 percent discount on their property taxes for making early payments and there is the potential of annual delinquencies up to 1 percent. Stantec adds 5 percent of the total eligible costs to ensure a full cost recovery of the cost of providing law enforcement services to incorporated and unincorporated DeSoto County. Table 2-2 shows the calculation of the total law enforcement MSTU eligible costs.

Table 2-2 Calculation of Total Eligible Law Enforcement Costs

Line No.	Expenditure Line Item	FY 2026 Budget
1	Personnel Services	\$8,651,742
2	Operating Supplies	\$1,717,171
3	Capital Outlay	\$335,000
4	Other Uses	\$5,000
5	Less: Dedicated Revenues	(\$0.00)
6	Annualized Cost of Study	\$7,436
7	Subtotal	\$10,716,349
8	Add 5% Discount <sup>4</sup>	\$535,817
9	Total⁵	\$11,252,166

<sup>&</sup>lt;sup>3</sup> Equals the sum of lines 1, 2, 3, and 4.

<sup>&</sup>lt;sup>4</sup> Equals five percent of line 7.

<sup>&</sup>lt;sup>5</sup> Equals the sum of line 7 and 8.

#### 2.1.3 Share of Unincorporated Population

The MSTU is a taxing unit that is levied only on the unincorporated parcels within DeSoto County. The City of Arcadia has its own police department and does not contribute to the cost of the DeSoto County Law Enforcement. In order to calculate the portion of the total eligible law enforcement costs appropriated to the unincorporated population of DeSoto County, Stantec multiplied the total costs by the share of the population that does not reside within the City of Arcadia. Historically, the share of the County that is unincorporated has been about 78 percent. Stantec used 78.3 percent as the portion of the budget allocable to the unincorporated population. Figure 2-2 depicts the population of DeSoto County that is in the City of Arcadia and unincorporated.

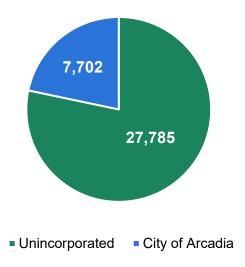


Figure 2-2 Share of DeSoto County Population, 2024 Estimates<sup>6</sup>

Using the portion of the County that is unincorporated, the full cost recovery eligible law enforcement budget used in this analysis is \$8.8 million. Table 2-3 shows the calculation of the full cost recovery eligible law enforcement budget used in the calculation of the MSTU millage rate.

Table 2-3 Calculation of the Full Cost Recovery Eligible Budget for MSTU Calculation

Line No.	Expenditure Line Item	FY 2026 Budget
1	Total Budget	\$11,252,166
2	Less: Portion Allocated to the City of Arcadia <sup>7</sup>	(\$2,442,139)
3	Total Full Cost Recovery Eligible Budget8	\$8,810,027

<sup>&</sup>lt;sup>6</sup> University of Florida, Bureau of Economic and Business Research (BEBR)

<sup>&</sup>lt;sup>7</sup> Equals 21.7 percent of line 1.

<sup>&</sup>lt;sup>8</sup> Equals the sum of lines 1 and 2.

#### 2.2 Calculation of Full Cost Recovery MSTU Millage Rate

The law enforcement MSTU millage rate is calculated by taking the total eligible budget divided by the unincorporated taxable value per \$1,000. In 2025, the total taxable value for unincorporated parcels was \$2.4 billion of \$2.4 million per \$1,000. Dividing the total eligible budget by \$2.4 million per \$1,000 yields a full cost recovery millage rate of 3.6396.

Table 2-4 shows the calculation of the MSTU millage rate.

Table 2-4 Calculation of Full Cost Recovery Law Enforcement MSTU Millage Rate

Line No.	Line Item	FY 2026 Budget
1	Total Full Cost Recovery Eligible Budget	\$8,810,027
2	Total Unincorporated Taxable Value	\$2,420,628,271
3	Taxable Value per \$1,000 <sup>10</sup>	\$2,420,628
4	Full Cost Recovery MSTU Millage Rate <sup>11</sup>	3.6396
5	Current FY 25 MSTU Millage Rate	2.4399

#### 3 Results and Benchmarking

The current MSTU millage rate of 2.4399 yields a 67 percent cost recovery of the sheriff's eligible budget. As mentioned previously, the County's law enforcement MSTU has never reached full cost recovery. By increasing the millage rate to 3.6396, the County would be able to recover the full costs to provide law enforcement services within the unincorporated areas of DeSoto County (as depicted by the orange line in Figure 3-1).

<sup>&</sup>lt;sup>9</sup> Provided by the County

<sup>&</sup>lt;sup>10</sup> Equals line 2 divided by \$1,000

<sup>&</sup>lt;sup>11</sup> Equals line 1 divided by line 3.

#### Sheriff's Eligible Budget vs MSTU Revenue Generated

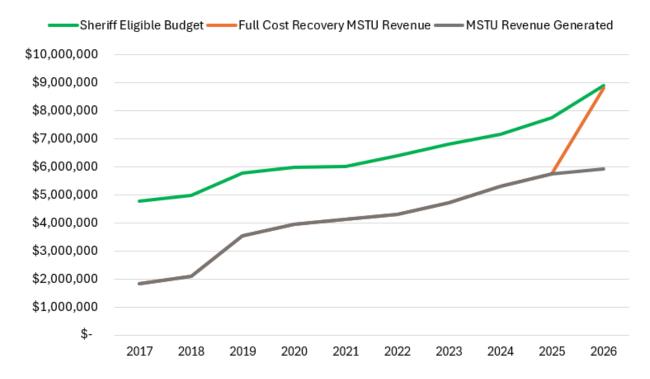


Figure 3-1 Cost Recovery Comparison of the Full Cost Recovery MSTU Millage Rate and the Existing Millage Rate<sup>12</sup>

Increasing the law enforcement MSTU millage rate to 3.6396 would add about \$112 to a typical residential single family household property tax bill, or about \$9.33 per month<sup>13</sup>. See Figure 3-2 for a comparison of the full cost recovery MSTU millage rate and the current MSTU millage rate levy for a range of single family residential taxable values.

<sup>&</sup>lt;sup>12</sup> Sources: Board of DeSoto County Commissioners Annual Budget Reports

<sup>&</sup>lt;sup>13</sup> "Typical" residential single family household is calculated based on the median taxable value for a single family household within the county of \$93.8 thousand. Source: Florida Department of Revenue.

#### Law Enforcement MSTU Levy by Single Family Residential Taxable Value

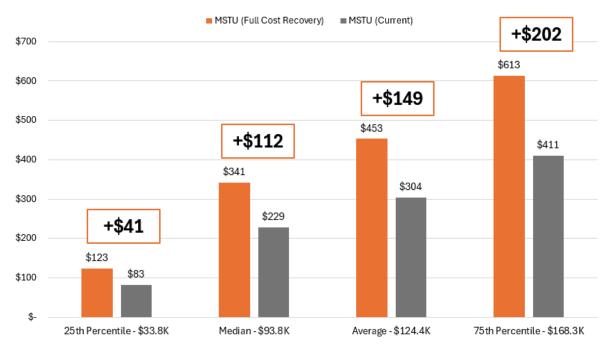


Figure 3-2 Bill Impacts on Single Family Residential Law Enforcement MSTU Levy

Table 3-1 compares Law Enforcement MSTU revenues per mil per person for various counties in Florida. The full cost recovery MSTU millage rate for DeSoto County would increase the revenue per mil per person by about two dollars compared to the current millage rate.

Table 3-1 Law Enforcement MSTU Benchmarking

County	Adopted Mils <sup>14</sup>	MSTU Taxes Levied <sup>15</sup>	Revenue per Mil <sup>16</sup>	Population <sup>17</sup>	Revenue per Mil per Person <sup>18</sup>
Charlotte <sup>19</sup>	2.4232	\$48,010,662	\$19,812,918	210,645	\$94.06
Clay	2.1014	\$40,703,391	\$19,369,654	236,365	\$81.95
Glades <sup>20</sup>	3.1000	\$3,005,421	\$969,491	12,815	\$75.65
DeSoto County (Maximum)	3.6396	\$8,810,027	\$2,420,628	35,487	\$68.21
Escambia	0.6850	\$15,321,842	\$22,367,653	336,358	\$66.50

<sup>&</sup>lt;sup>14</sup> From the Florida Department of Revenue

<sup>&</sup>lt;sup>15</sup> From the Florida Department of Revenue

<sup>&</sup>lt;sup>16</sup> Item 15 divided by item 14.

<sup>&</sup>lt;sup>17</sup> University of Florida, Bureau of Economic and Business Research (BEBR)

<sup>&</sup>lt;sup>18</sup> Item 16 divided by item 17.

<sup>&</sup>lt;sup>19</sup> Fiscal Year 2023

<sup>&</sup>lt;sup>20</sup> Fiscal Year 2024

County	Adopted Mils <sup>14</sup>	MSTU Taxes Levied <sup>15</sup>	Revenue per Mil <sup>16</sup>	Population <sup>17</sup>	Revenue per Mil per Person <sup>18</sup>
DeSoto County (Current)	2.4399	\$5,739,465	\$2,352,336	35,487	\$66.29
Marion	3.7200	\$94,905,015	\$25,512,101	419,510	\$60.81
Brevard	0.8699	\$25,972,150	\$29,856,478	653,703	\$45.67
St. Lucie	0.8403	\$10,746,835	\$12,789,272	385,746	\$33.15
Alachua	3.5678	\$32,698,170	\$9,164,799	296,313	\$30.93

The following Figure 3-3 depicts the revenue per mil per person for law enforcement MSTU's across nine counties in Florida.

# Law Enforcement MSTU Revenue per Mil per Person by County Revenue per Mil per Person \$94.06 \$30.93

Figure 3-3 Heat Map of the Law Enforcement MSTU Revenue per Mil per Person by County

Stantec recommends the County Commission consider a rate up to the full cost recovery millage rate of 3.6396 and reevaluate the Study every five years.

October 13, 2025 Desoto County, FL Page 10 of 10

Reference: DeSoto County MSTU Calculation

Regards,

Peter Napoli,

Senior Manager

Tampa, FL

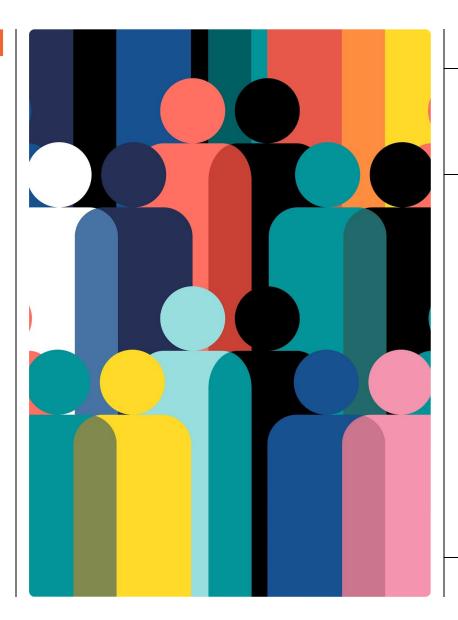
Peter.Napoli@Stantec.com

**Stantec Consulting Services Inc.** 



# DeSoto County Law Enforcement MSTU Update

DESOTO COUNTY LAW ENFORCEMENT MSTU UPDATE

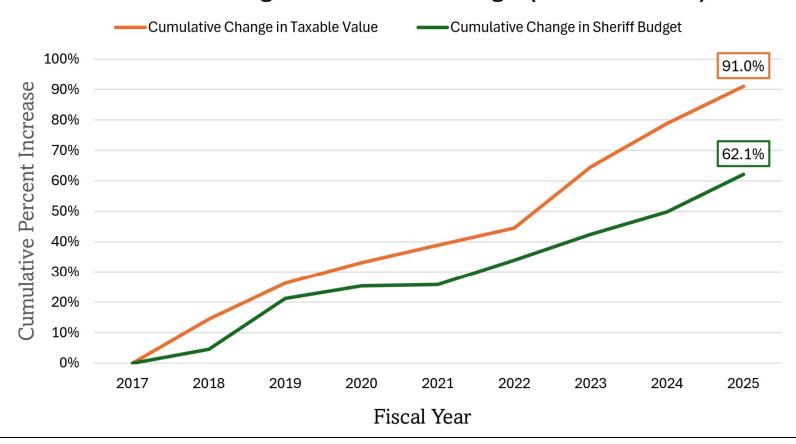


#### Agenda

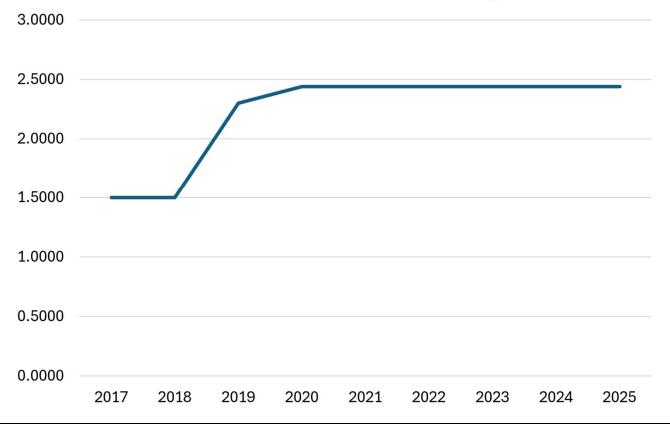
- 1. Background
- 2. Methodology
- 3. Results
- 4. Benchmarking

#### Background

#### **Cumulative Change in TV vs Sheriff Budget (Relative to 2017)**



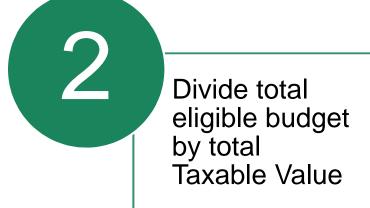




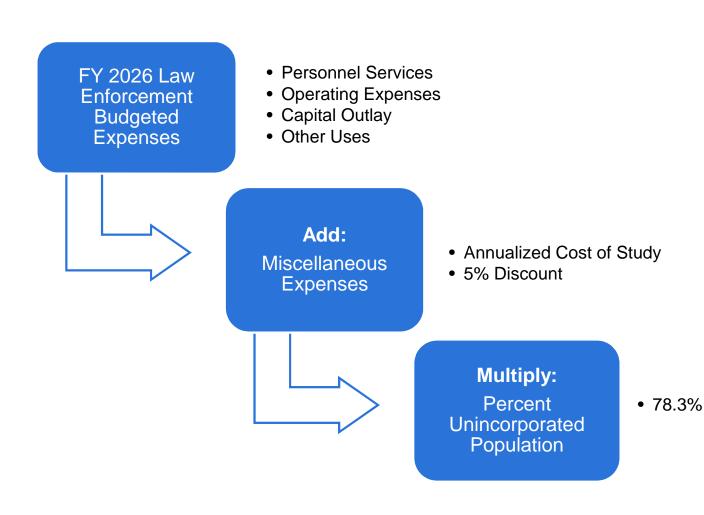
DeSoto County has not increased the Law Enforcement MSTU Millage Rate in five years.

# Methodology

Calculate total eligible FY 26 budget

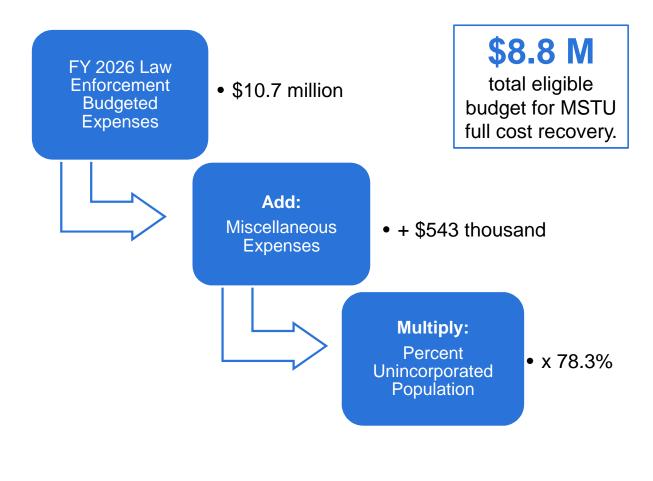


# Total Eligible Budget Calculation



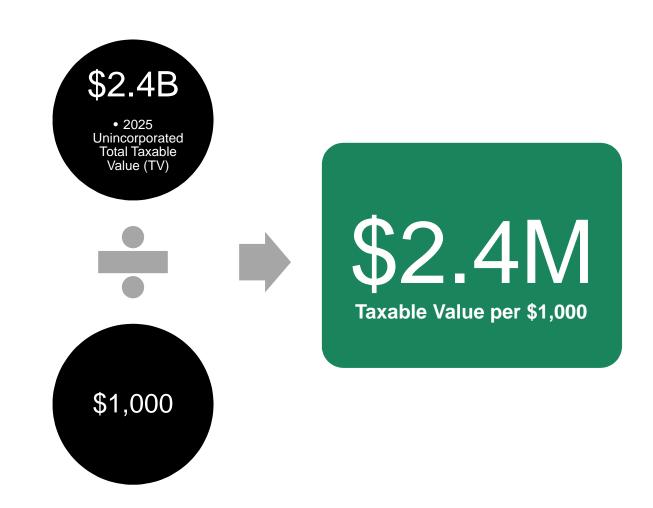


# Total Eligible Budget Calculation

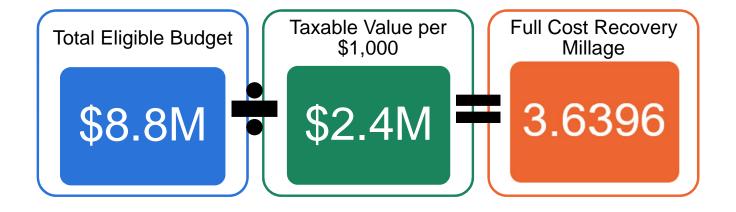




\$1,000



## **Results**



# Full Cost Recovery vs Current

\$8.8M

Revenue Generated

\$5.7M

Revenue Generated

Full Cost Recovery Millage

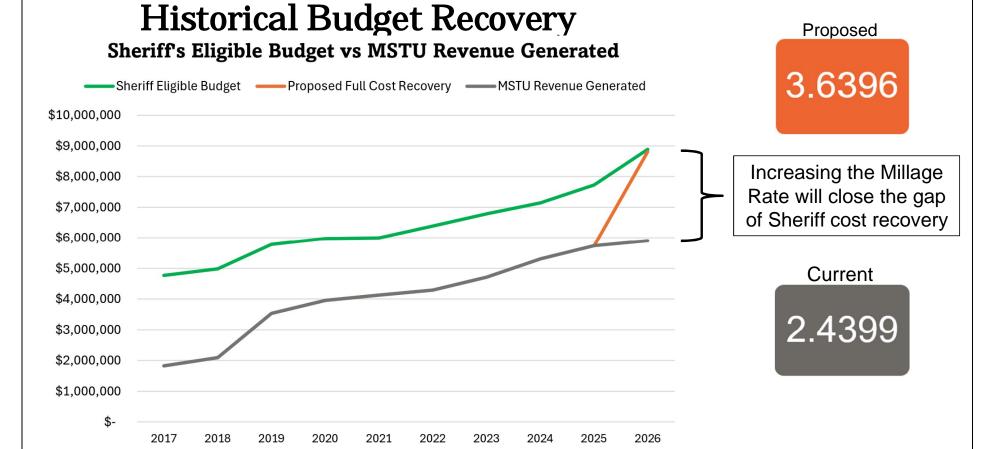
3.6396

Current Millage

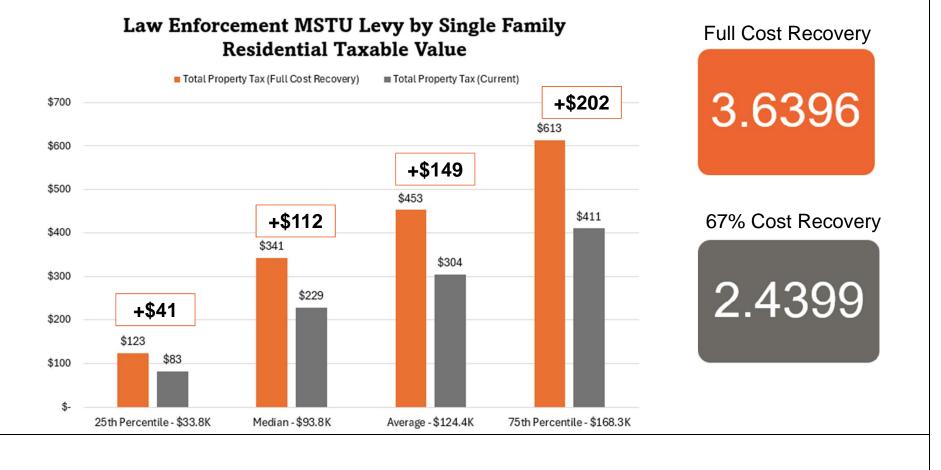
67% Recovery

2.4399

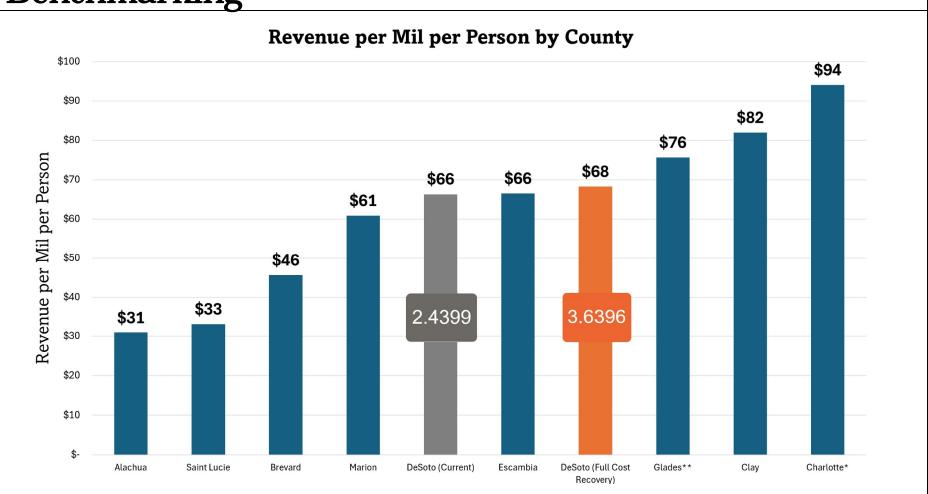
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# Sample Bill Impacts - Single Family Residential



# Benchmarking



\*Fiscal Year 2023

\*\*Fiscal Year 2024



# Thank you

DESOTO COUNTY LAW ENFORCEMENT MSTU UPDATE





## **DeSoto County**

#### 11/18/2025

	Item #: 11a.						
	□Quasi-Judicial Public Hearing						
⊠ Regular Business	3:00 pm						
☐ Public Hearing Re	solution						
<b>DEPARTMENT:</b>	Administration						
<b>SUBMITTED BY:</b>	Sylvia Altman						
PRESENTED BY:	Mandy Hines						
TITLE & DESCRIE	PTION:						
Resolution/Burn Ba	n						
REQUESTED MOT	REQUESTED MOTION:						

#### \_

**SUMMARY:** Implements a local burn ban in accordance with Ordinance No 2017-07

To adopt a Resolution implementing a burn ban in DeSoto County.

#### **BACKGROUND:**

The burn ban makes it unlawful to burn in any capacity or discharge fireworks and other fire-starting novelties during a declared drought/burn ban period, unless authorization is obtained from FDACS or Division of Forestry. As of November 17th, 2025, DeSoto County is at a "Extreme" fire danger risk.

#### **FUNDS:**

Budget Amount: Click or tap here to enter text. Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text. Explanation: Click or tap here to enter text.

## DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

#### **RESOLUTION NO. 2025-**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, DECLARING THAT A DROUGHT EMERGENCY EXISTS IN DESOTO COUNTY AND IMPLEMENTING THE PROVISIONS OF "THE EMERGENCY DROUGHT CONDITIONS FIRE HAZARD" ORDINANCE.

**WHEREAS** the Board of County Commissioners of DeSoto County, Florida, on May 23, 2017, adopted Ordinance NO 2017-07, "The Emergency Drought Conditions Fire Hazard" Ordinance, and

**WHEREAS**, for the past several months DeSoto County has had a significant rainfall deficit leading to drought like conditions in the County, and

**WHEREAS**, this drought like condition has greatly affected vegetation in the County by making it very susceptible to wildfires: and

**WHEREAS,** the Board of County Commissioners of DeSoto County, Florida, has approved this Declaration of Drought Emergency pursuant to Ordinance NO 2017-07, and finds that it is necessary to protect the public health, safety, and welfare;

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:

- 1. Open burning is herby prohibited throughout DeSoto County, unless authorization is obtained from the Florida Forest Service.
- 2. The Board hereby approves and adopts the Declaration of Drought Emergency which declares that a drought emergency exists in DeSoto County.
- 3. The provision of Ordinance NO 2017-07 are hereby implemented effective immediately.
- 4. The County Administrator is hereby directed to send a certified copy of this Resolution to the Department of Agriculture, Division of Forestry, the DeSoto County Public Safety Department and Office of Emergency Management, and to the Sheriff of DeSoto County.

**PASSED AND ADOPTED** by the Board of County Commissioners of DeSoto County, Florida, this **18th** day of **November**, **2025**.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA				
	By:				
MANDY HINES	JC DERISO				
COUNTY ADMINISTRATOR	CHAIRMAN				
Approved as to form and legal sufficiency:					
VALERIE VICENTE					
COLINTY ATTORNEY					

## DESOTO COUNTY, FLORIDA ORDINANCE NO. 2017 - 07

AN ORDINANCE OF DESOTO COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS, CONCERNING FIRE HAZARDS DURING EMERGENCY DROUGHT CONDITIONS; SPECIFYING THE AREAS TO BE COVERED BY THIS ORDINANCE, AND IT'S PURPOSE, INTENT, METHOD OF IMPLEMENTATION, PROHIBITONS, EXCEPTIONS AND PENALTIES; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, grants the County the authority to control and protect the public health, safety and welfare; and

WHEREAS, the DeSoto County Board of County Commissioners ("the Board") finds that during emergency fire conditions, the likelihood of uncontrolled fires that can do great damage to property and endanger the lives of residents of the County increases dramatically; and

WHEREAS, the Board finds that measures must be implemented in times of extreme drought emergencies to limit open burning and prevent the spread of uncontrolled fires in the County; and

WHEREAS, the Board finds that this Ordinance provides for reasonable regulation of open burning and serves the public interest by limiting the potential for hazardous fires in the County; and

WHEREAS, the Arcadia City Council has agreed to allow this Ordinance apply within the corporate limits of the City of Arcadia until such time as the Arcadia City Council adopts an ordinance in conflict herewith.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA:

**SECTION 1.** Title - This Ordinance shall be known as "The Emergency Drought Conditions Fire Hazard Ordinance."

**SECTION 2.** Enactment and Authority – This Ordinance is adopted in accordance with and pursuant to the authority of Chapter 125, Florida Statutes, and is based on the findings set forth in the whereas clauses above.

**SECTION 3.** Jurisdiction – The areas subject to this Ordinance shall be all the incorporated and unincorporated areas of DeSoto County, Florida. The City of Arcadia reserves the right to adopt an ordinance in conflict herewith, at which time the areas subject to this Ordinance shall be only the unincorporated areas of Desoto County, Florida. Any law enforcement officer with jurisdiction in the County shall have the authority to enforce the terms and provisions of this Ordinance.

**SECTION 4.** Purpose, Intent and Implementation –

- (a) This Ordinance is adopted with the intent to limit fire hazards in the County during periods and conditions of extreme drought. This Ordinance shall be implemented by a Resolution of the Board of County Commissioners.
- (b) If a quorum of the Board of County Commissioners is unable to meet, and the Chairman or the Vice Chairman, in the absence of the Chairman, or the County Administrator in the absence of the Chairman and Vice Chairman, determines that there is an imminent threat that requires immediate and expeditious action, then in that case the Chairman, Vice Chairman or County Administrator may declare a drought emergency which shall remain in effect until the next Board meeting. At said Board meeting, a Resolution shall be adopted either continuing or rescinding said declaration. Nothing in this article shall be construed to limit the authority of the Board of County Commissioners to declare or terminate a drought emergency and take any action authorized by law.
- (c) A declaration pursuant to this Ordinance may be rescinded by the declaring official, as outlined above, whenever a quorum of the Board is unable to meet. The provisions of this Ordinance shall be enforced as required until the Board of County Commissioners declares the drought emergency no longer exists.
- **SECTION 5.** Prohibition During a declared drought emergency, it is unlawful for any person to set fire to, or cause fire to be set to, any forest, grassland, wild lands, marshes, vegetation, or land in an urban or rural area, including agriculture, silvaculture, and pile burning, or to build a campfire, bonfire, burn yard trash, household garbage, refuse, or other debris within the unincorporated areas of DeSoto County, unless authorization is obtained for the Department of Agriculture, Division of Forestry.
- **SECTION 6.** Other Prohibitions Besides the prohibition on open burning specified in section 5 above, no person or entity may discharge or cause to be discharged during a drought emergency:
  - (a) Fireworks (as defined in F.S.§ 791.01);
  - Sparklers approved by the division of state fire marshal of the department of insurance pursuant to F.S. § 791.013;
  - (c) Trick noisemakers and novelties as listed in F.S § 91.01(4)(c) or
  - (d) Flares.

#### **SECTION 7.** Exceptions:

(a) Nothing herein contained in this Ordinance shall be construed to prohibit lawful activities involving incendiary devices, fire or flame in controlled industrial or commercial processes for which permits have been issued, or, if no permit is issued, take place in a controlled environment such as to make it unlikely that such incendiary, flame, or heat generating device will cause any type of wildfire or be a danger outside of the premises where the activity or process is being used.

- (b) Nothing herein shall prohibit residential outdoor cooking provided the same is done on a suitable piece of equipment designed to contain the fire, flame and heat generated thereby.
- (c) Outdoor cooking may also be done in any public place or private place where there are facilities designed for outdoor cooking, which would contain the heat, flames, or fire otherwise generated by outdoor cooking.
- (d) Any other procedure or process generating heat, flame, or fire that would normally be hazard but for the fact that a local, state, or federal government has issued a permit for such activity.
- (e) The provisions of this Ordinance shall not apply to any duly existing or constituted fire department conducting training exercises involving open fire or flame solely for training purposes under controlled conditions.
- **SECTION 8.** Penalties Any violation by any person of any requirement, or provision of this Ordinance, shall be prosecuted in the same manner as misdemeanors are prosecuted. Upon conviction, any person violating any requirement or provision of this Ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment in the county jail not to exceed 60 days, or by both such fine and imprisonment.
- **SECTION 9.** Codification The provisions of this ordinance shall become and be made a part of the Code of Ordinances, DeSoto County, Florida, and the sections of this Ordinance may be renumbered to accomplish such intention.
- **SECTION 10.** Severability If any section, sentence, clause or phrase of the 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 portions of this Ordinance.
- **SECTION 11.** Effective Date A certified copy of this Ordinance shall be filed with the Department of State within 10 days after enactment of the Board, and shall take effect upon filing with the Department of State.

PASSED AND DULY ADOPTED in regular session, by the BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, this 23rd day of May, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

Mandy Hines

Elton A. Langford

Chairman

Approved as to form and legal sufficiency:

Donald D. Conn



## **DeSoto County**

#### 11/18/2025

Item #: 12.				
<ul><li>☐ Consent Agenda</li><li>☒ Regular Business</li><li>☐ Public Hearing Pro</li></ul>	•			
DEPARTMENT: SUBMITTED BY: PRESENTED BY:	Administration Sylvia Altman Mandy Hines			

#### TITLE & DESCRIPTION:

**Proclamation/Farm-City Week** 

#### **REQUESTED MOTION:**

To proclaim the week of November 19-26, 2025, as Farm-City Week.

#### **SUMMARY:**

During Farm-City Week, we recognize the importance of this cooperative network. In Florida, agriculture is 2nd only to the tourist industry in economic importance. Agriculture and related enterprises employ nearly 2.5 million workers, including farmers and ranchers, shippers, processors, marketers, retailers, inspectors and others who contribute an annual impact of \$387.4 billion to Florida's economy.

#### **FUNDS:**

Budget Amount: Click or tap here to enter text. Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text. Explanation: Click or tap here to enter text.



Florida farmers and ranchers help feed the world by producing a bounty of nutritious foods. To do this, they rely on essential partnerships with urban and suburban communities to supply, sell and deliver finished products to consumers across Florida and around the globe.

Rural and urban communities working together have built our nation's rich agricultural resources so that they contribute to the health and well-being of our country and the strength of our economy.

During National Farm-City Week, we recognize the importance of this cooperative network. Agriculture and related enterprises employ nearly 2.5 million workers, including farmers and ranchers, shippers, processors, marketers, retailers, inspectors and others who contribute an annual impact of \$387.4 billion to Florida's economy.

As they perform their daily work, farmers and ranchers preserve freshwater recharge areas, wildlife habitat and greenspace. Consumers help farm families maintain their superior natural resource conservation practices by purchasing Florida's agricultural products.

Farm-City Week activities celebrate the mutually beneficial relationships that support the quality of life we all enjoy. This week, as we gather with family and friends around the Thanksgiving table, we count these relationships among our many blessings.

We commend the many Floridians whose hard work and ingenuity provide us with food abundance and reflect the true spirit of our state and nation.

NOW, THEREFORE, we the BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA hereby proclaim November 19-26, 2025, as

#### "FARM CITY WEEK"

We call upon all citizens to acknowledge and celebrate the achievements of all those who, working together, produce and supply our community, our nation and the world with an abundance of agricultural products.

ATTEST:	BOARD OF COUNTY COMMISSIONERS DESOTO COUNTY, FLORIDA
Mandy Hines	JC Deriso
County Administrator	Chairman



## **DeSoto County**

#### 11/18/2025

Item #: 13.				
<ul><li>☐ Consent Agenda</li><li>☒ Regular Business</li></ul>	□Quasi-Judicial Public Hearing 3:00 pm			
☐ Public Hearing Choose an item.				
DEPARTMENT:	Human Resources Latrinda Jones, Human Resources Director Mandy Hines, County Administrator			

#### TITLE & DESCRIPTION:

Contract/Parks & Recreation Director.

#### **REQUESTED MOTION:**

To confirm the County Administrator's appointment of Sean Campbell to the position of Parks & Recreation Director and approve the employment contract as presented.

#### **SUMMARY:**

All Department and or Division Directors will be appointed by the County Administrator and shall be confirmed by the Board of County Commissioners. Sean Campbell has been selected by the County Administrator to fill the position of Parks & Recreation Director with the Board approval.

#### **BACKGROUND:**

Tara Anderson will be retiring from the County as Parks & Recreation Director on January 2, 2026. The position was advertised, and the County Administrator interviewed several candidates. Sean Campbell was selected based on his 25 years of experience in recreational management. He has a well-rounded background in staff supervision and refined skills in recreation programming and event coordination.

#### **FUNDS:**

Budget Amount: Click or tap here to enter text. Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Explanation: Salary budgeted within Parks & Recreation personnel budget

#### SEAN F. CAMPBELL

Gulfport, MS 39507 228-224-1172 Gfpt27@gmail.com WWW: Bold Profile

**OBJECTIVE** 

Over 25 years of experience in recreational management across municipal and federal sectors, delivering high-quality programs and facilities for diverse age groups. Demonstrated leadership in directing complex projects from inception to execution, ensuring operational excellence. Proven track record in marketing, media relations, and public speaking, effectively promoting events and engaging community resources. Strong organizational skills and problem-solving abilities, with expertise in budgeting, facility management, event scheduling, asset procurement, and information systems technology.

#### SKILLS

- Program and event coordination
- Facility management (Rec & Aquatic)
- Budget and financial oversight
- Production & Event Logistics
- Data analysis and reporting
- Workshop organization and training

- Staff recruitment and management
- Operational efficiency
- Vendor and contractor relations
- Community engagement and media relations
- Safety management strategies
- Food & Beverage operations

#### **EDUCATION**

B.S.: TOURISM & COMMERCIAL RECREATION, BUSINESS MANAGEMENT & ADMINISTRATION

01/1999

University of South Alabama, Mobile, AL

#### EMPLOYMENT HISTORY

#### ARMED FORCES RETIREMENT HOME

Gulfport, MS

#### **Recreation Supervisor**

12/2023 to 05/2025

- Oversaw nine full-time federal recreation staff and volunteers to achieve agency goals for veterans' quality of life enhancements at AFRH-Gulfport.
- Coordinated programs and events for over 500 military veteran residents, providing diverse recreational opportunities.
- Completed supervisory tasks including payroll audits and timecard approvals in compliance with federal regulations.
- Maintained personnel and training files ensuring adherence to all required standards (Federal, CARF, & JCO).
- Developed and maintained the departmental budget, including the approval of all purchase requisitions, managed a \$1.5 million resident fund for ongoing services and activities, and provided reports to all stakeholders.
- Facilitated departmental marketing improvements through technology, enhancing overall efficiency in processes.
- Collaborated with the Resident Advisory Board to implement actionable suggestions, using feedback to meet residents' needs and desires.
- Oversaw the operation and maintenance of multiple recreation facilities, including a bowling alley, swimming pool, woodshop, fitness center, library, art studio, and multiple indoor and outdoor recreational spaces.
- Recruited, interviewed, and hired personnel to fulfill departmental needs.
- Worked tirelessly to continue to improve the quality of life for all participants.

#### ARMED FORCES RETIREMENT HOME

Gulfport, MS

#### **Lead Recreational Specialist**

01/2011 to 12/2023

- Developed diverse recreation programs and events, including special events, socials, dances, and trips by leading an effective team.
- Created monthly calendars and weekly bulletins for program promotion to residents.
- Compiled articles and photos for agency bulletin and social media, distributing in print and digital formats.
- Designed and maintained in-house CCTV channels.

- Facilitated the setup and scheduling of all recreational areas, including room design, A/V needs, and formal presentation.
- Lead and coordinate team schedules to ensure efficient staffing for special events.
- Served as liaison for MWR committee to gather resident feedback on activities.
- Conducted interviews and participated in hiring panels for AFRH positions.
- Collaborated with other departments as well as outside community agencies to organize support various programs and special events.

#### WEBS 4 INC.

Mobile, AL

#### Web Developer & Programmer

02/2010 to 01/2011

- Contributed to development of management software tool for clients.
- Delivered demonstrations and training to customers, enhancing product understanding.
- Conducted testing and analysis of software upgrades to ensure functionality.
- Provided troubleshooting support for client accounts, resolving issues effectively.
- Communicated user needs and assessments to developers in international market.

#### **GULFPORT LEISURE SERVICES**

Gulfport, MS

**Center Coordinator** 

08/2008 to 01/2010

- Supervised operations of the recreation facility, ensuring effective oversight of volunteer instructors and staff to maintain efficiency.
- Coordinated monthly community events for seniors, in partnership with the Senior Activities Director and local community groups.
- Maintained centralized reservation software for city-wide recreation facilities through diligent data entry.
- Created, uploaded digital media, and maintained a schedule for a multi-million-dollar video marquee on Interstate 10 to promote events and activities.
- Organized facility set-up schedules, cleaning, and reservations to meet facility and client requirements.
- Served as liaison between city administration and employees, facilitating city-wide efficiency improvements.
- Updated and improved the facility rental process to increase and optimize efficiency for staff and clients.

#### **OCEAN SPRINGS PARKS & LEISURE SERVICES**

Ocean Springs, MS

#### **Recreation Director**

03/2006 to 06/2008

- Supervised all aspects of the recreational department's programming, budgeting, maintenance, and operations.
- Managed 15 parks, 2 recreation centers, 3 sports field complexes, and supervised 15-50 FT, PT, and seasonal staff members.
- Organized a steering committee to promote the approval of a Local and Private Legislative Referendum for a 2% Restaurant and Lounge Tax to fund Recreation Improvements. Collaborated with local leaders to ensure successful passage of the referendum.
- Participated in design and permitting processes for 120-acre sports complex with regulatory agencies.
- Contributed to the design and construction of a multi-million-dollar tennis facility and multi-purpose center through community meetings to inform and educate.
- Streamlined departmental structure, enhancing policies, procedures, and documentation.
- Routinely communicated with the media and residents regarding city programs and updates.
- Utilize feedback from citizens to improve facilities and programs, as well as offer clear and concise communications to educate and inform the public on recreational issues.
- Participated in the recruitment and selection of recreation staff to fill vacant positions, and accomplish departmental objectives.
- Coordinated with staff and community organizations to facilitate various community sports programs and facility usage.

#### RICHIE JONES INC.

Hurley, MS

#### Marketing/Publicist/Musician

01/2004 to 12/2010

- Designed and distributed marketing materials for DreamWorks/Universal artist Richie Jones.
- Supervised Fan Club operations and coordinated annual special event with members, staff, and media.
- Organized media events and interviews to enhance promotional efforts.
- Performed as stage musician for DreamWorks/Universal recording artist Richie Jones in various venues.
- Managed stage layout and set-up preparations at diverse facilities.

#### DIOCESE OF BILOXI

Gulfport, MS

Church Musician 01/1983 to Current

- Perform liturgical selections for Catholic Masses St. John's in Gulfport.
- Perform liturgical selections for Catholic Masses St. Mary's in Woolmarket.
- Perform liturgical selections for Catholic Masses St. Michael's in Biloxi.

#### **SMS WEB DESIGNS**

Gulfport, MS

#### **Owner / Project Manager**

01/2002 to 12/2010

- Developed and maintained multiple websites for local, regional, and national clients.
- Conducted needs assessments to identify client requirements and establish contracts.
- Oversaw all financial aspects, including income management and expense tracking.
- Ensured accurate publishing and maintenance of online presence for clients.

#### **GULFPORT LEISURE SERVICES**

Gulfport, MS

#### **Program Coordinator**

01/1999 to 02/2006

- Supervised daily operations of four recreational facilities, overseeing 85 seasonal and 8 FT/PT staff.
- Evaluated recreational programming and projects, ensuring alignment with community needs.
- Monitored monthly participation data for city facilities and events, converting findings into annual reports for administration purposes.
- Operated programs within Grant funding guidelines and prepared reports for audit for annual grant renewal.
- Planned and organized large-scale holiday events, enhancing community engagement.
- Assisted in Master Planning for parks, facilities, and sports complexes to support future growth.
- Conducted Turf Management seminars for recreation professionals statewide, promoting knowledge sharing.
- Maintained department website and produced promotional materials to enhance program visibility.
- Oversaw annual fully licensed Summer Camp Program, developing policies for budgeting, hiring, training, and compliance.

#### **KNIGHTS OF COLUMBUS #1583**

Gulfport

#### **Pool Facility Manager**

06/1989 to 09/1996

- Supervised lifeguard staff and managed all HR functions related to payroll.
- Coordinated staff schedules and rental arrangements for groups.
- Documented and verified income from associate memberships and guest admissions.
- Executed maintenance, cleaning, and chemical balancing for pool facility.
- Developed staff schedules aligned with facility operations and special events.

#### **ACCOMPLISHMENTS**

- 5-Time Recipient of Honorable Mention for AFRH Employee of the Quarter
- 3-Time Recipient of AFRH Employee of the Quarter
- MRPA District Representative (2004-2006)

CERTIFICATIONS

• CPR & First Aid Certified

REFERENCES

Available Upon Request

# Sean F. Campbell

September 19, 2025

Gfpt27@gmail.com Gulfport, MS 39507

**Desoto Board of County Commissioners** 

RE: Parks & Recreation Director

Dear Hiring Manager,

I would like to express my interest in the Parks & Recreation Director posting with Desoto Board of County Commissioners and pursue the opportunity to apply my expertise in the industry. When reviewing the job description, I was thrilled to discover how well my experience aligns with your needs and requirements. I am drawn to apply because, from reading your company's website, I feel your core mission and culture suit what I offer as a professional.

As an adept Recreation Director, I have a well-rounded background in staff supervision and refined talents in recreation programming and facility management, which make me an ideal fit for the position. Additionally, I am a proven expert in leadership skills and a consistent collaborator. My previous roles have strengthened my abilities in planning and management, as well as my focused attention to detail and high accuracy.

I am thrilled at the prospect of bringing my talents to Desoto Board of County Commissioners. Please contact me at your earliest convenience to further discuss how my work history and personality fit the Parks & Recreation Director role.

Thank you for your time and consideration.

Sincerely, Sean F. Campbell

b.

with the Personnel Policies of DeSoto County.

#### EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this day of
, by and between DESOTO COUNTY, a political subdivision of the State of
Florida, acting by and through the DeSoto County Board of County Commissioners, 201 E. Oak
Street, Arcadia, Florida 34266, hereinafter referred to as (Employer), and
hereinafter referred to as (Employee).
1. EMPLOYMENT
The Employer hereby employs, engages and hires the Employee as
Employee is an "at will" employee and as such works at the pleasure of the Count y
Administrator.
2. BEST EFFORTS OF EMPLOYEE
Employee agrees that he/she will at all times faithfully, industriously, and to the best of
his or her ability, experience and talents, perform all of the duties that may be required of and
from him/her pursuant to the express and implicit terms of the Agreement to the reasonable
satisfaction of Employer.
3. TERM OF EMPLOYMENT
a. The term of this Agreement commences on
Employee agrees to remain in the exclusive employ of DeSoto County, and to neither accept nor
to become employed by any other employer while serving DeSoto County, except as may
otherwise be approved by the County Administrator.

Employee's service shall be reviewed by the County Administrator in accordance

c. Nothing in this Agreement shall prevent or otherwise interfere with the right of the Employer to evaluate the performance of the Employee at any time, and to continue or terminate the service of the Employee at any time.

#### 4. COMPENSATION AND BENEFITS

- a. Employer agrees to pay Employee for his/her services rendered pursuant hereto an annual salary of \_\_\_\_\_\_\_, payable weekly at the same time other employees of Employer are paid.
- b. Employee is entitled to the following benefits as part of his/her employment with DeSoto County.
  - 1) Health Care: "Employees only" coverage paid by the County, effective per current Health Plan wait period.
  - 2) Vacation:
    - Ten (10) days beginning the first year through the fifth year;
    - Fifteen (15) days beginning the sixth year through the tenth year; and
    - Twenty (20) days the beginning of the eleventh year.
  - 3) Sick Leave: Two (2) hours per week.
  - 4) Retirement Membership in the Florida Retirement System in the Senior Management Service Class (SMSC) if position is designated; otherwise in the Regular Class.
  - 5) Pay Increases:
    - Cost of living increases or any other pay increases that are approved by the Board and apply to all County employees;
    - Merit increases at the discretion of the Administrator within budgeted amounts, not to exceed 10% per year.

6) Workers Compensation, FICA (Employer Matching), Unemployment Compensation and Florida Retirement Plan (Employer Contribution) will all be paid by the County.

#### 5. PROFESSIONAL DEVELOPMENT

- a. The County may pay for Employee's annual membership cost for up to two (2) professional organizations.
- b. The County will pay for the cost of out of County travel when traveling on County business which includes attendance at conferences, seminars, etc., which are for professional development.

#### 6. SEVERANCE

- a. In the event Employee voluntarily resigns his/her position, Employee shall not be entitled to severance pay. However, Employee shall receive accumulated annual leave and fifty percent (50%) of his/her accumulated sick leave up to a maximum of two hundred (200) hours.
- b. If Employee is asked to resign or is terminated, he/she will receive thirty(30) working days of severance pay in addition to all accumulated annual leave and fifty percent (50%) of unused sick leave up to a maximum of two hundred (200) hours.
- c. If Employee retires, he/she will receive all accumulated annual leave and fifty percent (50%) of accumulated sick leave up to a maximum of two hundred (200) hours.
- d. If employee is convicted of a crime, he/she will be terminated, no severance benefits will be paid and all accumulated annual and sick leave will be forfeited.

#### 7. NOTICE OF RESIGNATION

Employee is required to provide the County Administrator with sixty (60) days written notice of resignation. The Count y Administrator may accept less notice time if it is determined that less notice would not adversely affect the County. However, if Employee fails to provide the required sixty days notice and the Administrator does not accept less than the sixty days notice, the Employee will not be entitled to receive any severance or accumulated leave benefits, but shall receive a final pay check.

#### 8. BENEFITS IN CASE OF EXTENDED ILLNESS

In addition to being eligible for the County Sick Leave Sharing, the County Administrator may propose to the Board extension of benefits for Employee for a specified period of time. The recommendation will list the specific benefits requested and the time frame for the request.

#### 9. EMPLOYMENT STATUS

In addition to the fact that the Employee works at the pleasure of the County Administrator and is an "at will" employee, the Administrator may elect to place Employee on a leave with pay or without pay for a specified period of time. If Employee is placed on leave with pay status, he/she will continue to receive all benefits and pay as they were prior to being placed on the leave with pay status. If Employee is placed on a leave without pay status, he/she will continue to receive all benefits he/she received prior to his/her status change with the exception of being paid.

#### 10. MODIFICATION OF POLICY

If the Board modifies the Employment Policy Affecting Director Positions, Employee agrees that this contract is subject to and shall be amended to conform to such modifications.

#### 11. INDEMNIFICATION

The Employer shall defend, save harmless and indemnify the Employee against any actions, in tort or if he/she is named in his/her capacity as \_\_\_\_\_\_\_ as a party defendant in any action for any injury or damage suffered as a result of any act, event or omission of action in the scope of his/her duties or function, unless he/she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Employer shall not be liable in tort for the acts or omissions of the Employee committed while acting outside the course and scope of his/her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Employer shall have the right to settle and compromise claims brought against Employee in his/her official capacity.

#### 12. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in DeSoto County, Florida.

#### 13. EXTENT OF AGREEMENT

This Agreement represents the entire integrated agreement between the Employer and Employee and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, supplemented, modified, changed or cancelled by a duly executed written instrument.

#### [Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

ATTEST:	DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS
By:County Administrator	By:Chairman
WITNESSES:	EMPLOYEE
Print Name:	
Print Name:	_



## **DeSoto County**

#### 11/18/2025

	Item #: 14.			
•	□Quasi-Judicial Public Hearing			
□ Regular Business     □	•			
☐ Public Hearing Choose an item.				
DEPARTMENT:	Administration			
SUBMITTED BY:	Commissioner Jerod Gross			
PRESENTED BY:	Mandy Hines, County Administrator			

#### TITLE & DESCRIPTION:

**Womack Sanitation / Audit Determination** 

#### **REQUESTED MOTION:**

Motion to cease (or continue) moving forward with an Audit of Womack Sanitation's books and records.

#### **SUMMARY:**

Request for formal action of the Board to either withdraw or continue with the audit request and negotiation of a Scope of Work to perform an audit of Womack Sanitations books and records.

#### **BACKGROUND:**

On September 10, 2024, the Board of County Commissioners (the "Board") directed the County's administration to initiate an audit of the books and records of the County's solid waste franchisee, Womack Sanitation, Inc. ("Womack").

On May 27, 2025, the administration provided an update to the Board, advising that the terms of an Agreed Upon Procedure for the requested audit had not yet been reached, and seeking direction as to the scope of the audit. At that time, there was a consensus of the Board to perform a "2024 revenue and expenses audit" for the Desoto County portions of Womack's operations. Following the aforementioned meeting, the County Administrator and County Attorney communicated with the County's auditors, Purvis Gray, who advised that based upon their professional standards and guidelines, a limited review of Womack's books and records as proposed would not fall within the standard definition of an "audit" and they would not be able to qualify the work product as an audit.

On July 16, 2025, Purvis Gray provided a proposed a "Compilation Agreement" which detailed a limited engagement where they would essentially compile Womack's financial documents and information and create Womack's financial statements as they relate to DeSoto County operations for 2024, covering revenues and expenses. However, as noted above, it would not be an audit of their books and records, as there would be no testing or verification of data.

#### **ITEM #:** 14.

On July 22, 2025, the Board held a budget workshop, wherein Womack made a presentation and requested a rate increase based upon CPI. During that workshop, Womack agreed to a full single year audit.

Following the aforementioned workshop, the County Attorney, County Administrator, and the County Auditor worked diligently to create a scope for the audit engagement, including a provided by client list ("PBC List"), that would provide for a single-year audit of the "DeSoto-Only" segment of Womack's operations. The proposed engagement letter and PBC list was provided to Womack and its legal counsel on August 20, 2025.

On August 29, 2025, Womack's legal counsel advised that Womack had engaged an auditor, who reviewed the proposed engagement, and recommended that the audit be on a "tax-basis" of accounting versus GAAP, which would facilitate a more streamlined audit process as it will conform to the method of accounting used by Womack. Based upon the revised auditing methodology, significant revisions were proposed to the audit engagement letter.

The revised audit engagement letter was forwarded to the County auditor on the same date. On September 4, 2025, the County's auditor responded with their comments to the revised audit engagement letter and explained the differences between the tax-basis of accounting versus GAAP and how that would impact the proposed audit.

On September 12, 2025, the draft audit engagement letter was forwarded to Womack's legal counsel with the auditor's revisions and comments.

The estimated fees for the single year tax-basis audit of the DeSoto-only segment of Womack's operations is estimated to cost between \$60,000 and \$80,000.

#### **FUNDS:**

Budget Amount: Click or tap here to enter text. Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text. Explanation: Click or tap here to enter text.



## **DeSoto County**

### 11/18/2025

<b>Item #:</b> 15.				
<ul> <li>□ Consent Agenda</li> <li>□ Quasi-Judicial Public Hearing</li> <li>□ Regular Business</li> <li>□ 3:00 pm</li> <li>□ Public Hearing Other</li> </ul>				
DEPARTMENT: Administration SUBMITTED BY: Mandy Hines, County Administrator PRESENTED BY: Mandy Hines				
TITLE & DESCRIPTION: Election of Chair and Vice-Chair to take effect at the end of the Board meeting today.				
REQUESTED MOTION:  Motion to elect Commissioner to serve as Chairman.  Motion to elect Commissioner to serve as Vice-Chairman.				
SUMMARY: Annual election of Chairman and Vice-Chairman.				
BACKGROUND: Each year in November the Board elects a new Chairman and Vice-Chairman. The effective term begins at the close of the meeting in which the nominations occur.				
FUNDS: Budget Amount: Click or tap here to enter text. Actual Agenda Item: Click or tap here to enter text. Cost: Click or tap here to enter text. Account Number: Click or tap here to enter text. Explanation: Click or tap here to enter text.				



## **DeSoto County**

#### 11/18/2025

Item #: 16.				
<ul><li>☐ Consent Agenda</li><li>☒ Regular Business</li><li>☐ Public Hearing Ch</li></ul>	-			
DEPARTMENT: SUBMITTED BY: PRESENTED BY:	Administrative Services Elicia Taylor, Accounts Payable Technician Peter Danao, Finance Director			

#### TITLE & DESCRIPTION:

Accounts and Warrants Drawn Per Schedule of Bills Payable.

#### **REQUESTED MOTION:**

To approve accounts and warrants drawn according to Schedule(s) of Bills Payable October 28, 2025-November 06, 2025.

#### **SUMMARY:**

Click or tap here to enter text.

#### BACKGROUND:

Checks and Warrants as follows: Truist Banks Consolidated Fund, Wire Transfers, Bank Drafts, Payroll Fund, and Check #315529-315579; Payroll Clearing Fund wire drafts; Local Housing-SHIP Fund Check #001806-001807; Utilities Capital Fund drafts #N/A; Flexible Spending Account Check #004866 Indigent Health Care Check #006970; DCVOL #N/A.

#### **FUNDS:**

Budget Amount: : N/A Actual Agenda Item: : N/A

Cost:: N/A

Account Number: : N/A Explanation: : N/A

Desoto County

A/P HISTORY CHECK REPORT PAGE:

VENDOR SET: 01 APBK POOLED CASH ACCOUNT

DATE RANGE:10/28/2025 THRU 11/06/2025

CHECK INVOICE CHECK CHECK CHECK STATUS AMOUNT VENDOR I.D. NAME STATUS DATE AMOUNT DISCOUNT NO 1298 FLORIDA DEPARTMENT OF AH2-7183 E 10/31/2025 61.79 006971 I-2K6818 10/31/2025 30.07 006971 I-2K6859 AJ7-14231 I-2K6860 AJ7-19694 10/31/2025 4,957.87 006971 AJ7-8342 E 10/31/2025 105.01 006971 I-2K6861 I-2K6862 AJ7-9570357 10/31/2025 149.00 006971 5,303.74 1445 STAPLES ADVANTAGE 394628 E 10/31/2025 006972 I-6014674453 806.32 I-6017480834 396428 10/31/2025 138.96 006972 Ε I-6024188919 396428 10/31/2025 19.49 006972 I-6045382727 396428 E 10/31/2025 4.38 006972 I-6045382728 396428 Ε 10/31/2025 87.08 006972 I-6045382729 396428 312.74 006972 E 10/31/2025 I-6045382730 396428 10/31/2025 6.20 006972 1,375.17 1774 EVERGLADES EQUIPMENT GROUP I-P0741600 DESOT029 10/31/2025 679.46 006973 679.46 LAMAN FIELD MAINTENANCE, LLC 4630 I-1073 OCTOBER 2025 10/31/2025 1,650.00 006974 1,650.00 5319 AMAZON CAPITAL SERVICES INC. E 10/31/2025 C-134D7DT9HND1 A2QZQZIX4LDSB5 202.80CR 006975 C-1XMRRNJNJHY6 A2QZQZIX4LDSB5 10/31/2025 456.30CR 006975 I-19CGLFXKYQ1H A2QZQZIX4LDSB5 Ε 10/31/2025 38.70 006975 I-1FJDT1VL43HL A2QZQZIX4LDSB5 E 10/31/2025 657.48 006975 I-1G9C1JX34PHX A2QZQZIX4LDSB5 E 10/31/2025 39.98 006975 I-1GYPQH67YCWQ A2QZQZIX4LDSB5 Ε 10/31/2025 178.85 006975 I-1NK4WLRJP9QW A2QZQZIX4LDSB5 10/31/2025 101.83 006975 I-1Q9KFF6X6NVN A2QZQZIX4LDSB5 E 10/31/2025 1,521.00 006975 I-1R7PTHH1J944 A2QZQZIX4LDSB5 E 10/31/2025 659.10 006975 I-1RJDP1HY1MN1 A2QZQZIX4LDSB5 E 10/31/2025 70.78 006975 10/31/2025 87.88 006975 2,696.50 I-1VGGFM43VT7R A2QZQZIX4LDSB5 6164 DEBRA WERTZ I-202510302127 NOVEMBER BUDGET DRAW 10/31/2025 43,657.62 006976 43,657.62 5065 JAMES F. POTTER, SHERIFF I-202510302126 NOVEMBER BUDGET DRAW 10/31/2025 1.626.489.49 006977 1,626,489.49 4924 ROGERS PETROLEUM I-1207014 DCTRAN-CL 10/31/2025 622.14 006978 Ε I-1207107 E 10/31/2025 462.65 DCTRAN-CL 006978 I-1207217 DCTRAN-CL Ε 10/31/2025 1,651.10 006978 I-1207344 DCTRAN-CL E 10/31/2025 113.04 006978 I-1207735 E 10/31/2025 562.60 006978 DCTRAN-CL I-1207857 DCTRAN-CL 10/31/2025 2,146.37 006978 5,557.90 A/P HISTORY CHECK REPORT

PAGE: 2

VENDOR SET: 01 Desoto County BANK: APBK POOLED CASH ACCOUNT

DATE RANGE:10/28/2025 THRU 11/06/2025

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATU	JS DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
4926		ROGERS PETROLEUM							
	I-1207218	DCTURN-CL	E	10/31/2025	49.05		006979		49.05
4929		ROGERS PETROLEUM							
	I-1194920	DCDEVEL-CL	E	10/31/2025	30.95		006980		
	I-1197118	DCDEVEL-CL	E	10/31/2025	101.87		006980		
	I-1197763	DCDEVEL-CL	E	10/31/2025	54.34		006980		
	I-1197909	DCDEVEL-CL	E	10/31/2025	54.96		006980		
	I-1204131	DCDEVEL-CL	E	10/31/2025	53.43		006980		
	I-1204744	DCDEVEL-CL	E	10/31/2025	36.48		006980		
	I-1205143	DCDEVEL-CL	E	10/31/2025	48.12		006980		
	I-1205988	DCDEVEL-CL	E	10/31/2025	49.55		006980		
	I-1206481	DCDEVEL-CL	E	10/31/2025	47.46		006980		
	I-1207010	DCDEVEL-CL	E	10/31/2025	47.82		006980		524.98
4933		ROGERS PETROLEUM							
	I-1207102	DCENVIR-CL	E	10/31/2025	504.83		006981		
	I-1207731	DCENVIR-CL	E	10/31/2025	35.78		006981		540.61
4934		ROGERS PETROLEUM							
	I-1207101	DCCODE-CL	E	10/31/2025	40.76		006982		
	I-1207211	DCCODE-CL	E	10/31/2025	21.77		006982		62.53
4937		ROGERS PETROLEUM							
	I-1199257	DCITADMIN-CL	E	10/31/2025	47.85		006983		47.85
4941		ROGERS PETROLEUM							
	I-1207212	DCENGIN-CL	E	10/31/2025	47.51		006984		47.51
3931		VTECH							
	I-59312	NOVEMBER 25	E	10/31/2025	450.00		006985		
	I-59313	NOVEMBER 25	E	10/31/2025	510.00		006985		
	I-59314	NOVEMBER 25	E	10/31/2025	9,527.00		006985	1	0,487.00
5067		DAVID A. WILLIAMS, CFA							
	I-202510282117	1ST QTR DRAW COUNTY	R	10/29/2025	224,121.61		315529	22	4,121.61
5067		DAVID A. WILLIAMS, CFA							
	I-202510282118	1ST QTR DRAW LAW MSTU	R	10/29/2025	46,768.51		315530	4	6,768.51
2870		ADVANCE AUTO PARTS							
	I-9127529432709	9999015935	R	10/30/2025	146.40		315536		146.40

A/P HISTORY CHECK REPORT

PAGE: 3

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT

DATE RANGE:10/28/2025 THRU 11/06/2025

VENDOR	I.D.	NAME	STATU	CHECK US DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0408		ALERT PLUMBING SERVICE SPECIAL							
	I-199348	TURNER CENTER	R	10/30/2025	222.00		315537		222.00
0233		BARTOW FORD							
	I-169582	375371	R	10/30/2025	661.50		315538		
	I-170014	375371	R	10/30/2025	30.37		315538		691.87
0694		CHENANGO SUPPLY COMPANY, INC							
	I-385056	109131	R	10/30/2025	61.43		315539		61.43
3635		CINTAS CORPORATION NO.2							
	C-9343748553	24049758	R	10/30/2025	173.96CR		315540		
	I-4246408239	24049758	R	10/30/2025	233.36		315540		
	I-4247763902	24030035	R	10/30/2025	35.00		315540		
	I-4247763910	24060156	R	10/30/2025	249.18		315540		343.58
0084		CITY OF ARCADIA,							
	I-202510242111	0000965150-002875384	R	10/30/2025	185.72		315541		
	I-202510302128	0000965326-002877144	R	10/30/2025	1,378.53		315541	1	1,564.25
4612		COMCAST COMMUNICATIONS							
	I-202510272114	8535 10 063 0102411	R	10/30/2025	156.72		315542		156.72
5349		COMPUTER INFORMATION & PLANNIN							
	I-5611	10/1/2025-9/30/2026	R	10/30/2025	24,803.05		315543	24	4,803.05
4745		COPY LIFE INC.							
	I-AR113802	DC06	R	10/30/2025	113.00		315544		
	I-AR114004	CF0375	R	10/30/2025	204.40		315544		
	I-AR114014	DC05	R	10/30/2025	12.50		315544		329.90
4850		DESOTO AGRICULTURE &							
	I-157214	2825	R	10/30/2025	10.22		315545		10.22
0701		DESOTO MACHINE & REPAIR, LLC							
	I-1255	ROAD & BRIDGE	R	10/30/2025	1,892.50		315546	1	1,892.50
1158		DESOTO SIGN CO							
	I-7305	PLANNING	R	10/30/2025	384.00		315547		384.00
5773		EAST PENN MANUFACTURING CO							
	I-251013897	310112591	R	10/30/2025	1,872.74		315548	1	1,872.74

A/P HISTORY CHECK REPORT

PAGE: 4

VENDOR SET: 01 Desoto County BANK: APBK POOLED CASH ACCOUNT

DATE RANGE:10/28/2025 THRU 11/06/2025

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STAT	US DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
0291		ELECTRONIC MAINTENANCE & COMMU	J						
	I-INV107872	LIVINGSTON TOWER REPAIR	R	10/30/2025	9,949.05		315549		9,949.05
6127		EVERGLADES EQUIPMENT GROUP							
	I-P0739643	DESOT007	R	10/30/2025	214.21		315550		214.21
0306		FENDER AUTO PARTS INC							
	I-066866	168	R	10/30/2025	189.95		315551		
	I-066903	168	R	10/30/2025	149.95		315551		
	I-067415	168	R	10/30/2025	53.76		315551		393.66
5452		GRAINGER, INC							
	I-9682942678	887348975	R	10/30/2025	94.73		315552		94.73
5454		GRAINGER, INC							
	I-9676924963	866230576	R	10/30/2025	1,570.62		315553		
	I-9676924963A	866230576	R	10/30/2025	159.00		315553		1,729.62
2161		GRAVELY OF BRADENTON							
	I-1018911	15132	R	10/30/2025	35.66		315554		
	I-1019799	15132	R	10/30/2025	4.61		315554		40.27
3423		GRAY MANUFACTURING CO. INC							
	I-1001467	20028843	R	10/30/2025	657.36		315555		657.36
4900		HAWKINS, INC							
	I-7235326	292984	R	10/30/2025	1,603.80		315556		
	I-7235335	292984	R	10/30/2025	1,648.35		315556		3,252.15
1		JAYCEE COLLINS;							
	I-202510272113	; TRAVEL VOU	R	10/30/2025	222.00		315557		222.00
6110		LEVEL 3 COMMUNICATIONS, LLC							
	I-756185420	5-C1KDK1RG	R	10/30/2025	649.11		315558		
	I-756185420A	5-C1KDK1RG	R	10/30/2025	2,779.16		315558		3,428.27
4898		NADIA DAUGHTREY, CLERK OF COUF	₹						
	I-202510242110	RECORDING FEES	R	10/30/2025	451.00		315559		451.00
5739		NAPA AUTO PARTS							
	I-145608	831	R	10/30/2025	84.54		315560		
	I-145622	831	R	10/30/2025	26.60		315560		111.14

A/P HISTORY CHECK REPORT PAGE: 5

VENDOR SET: 01 Desoto County BANK: APBK POOLED CASH ACCOUNT

DATE RANGE:10/28/2025 THRU 11/06/2025

VENDOR	I.D.	NAME	STAT	CHECK US DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5006		O'REILLY AUTO PARTS							
3000	I-5069183404	2192285	R	10/30/2025	171.89		315561		
	I-5069183452	2192285	R	10/30/2025	76.06		315561		
	I-5069184176	2192285	R		134.07		315561		
	I-5069184220	2192285	R	10/30/2025	5.29		315561		387.31
1		OMAR GARCIA							
	I-202510292124	GARCIA DEP OCT26 E	R	10/30/2025	200.00		315562		200.00
1182		OTHER SIDE SOD CO LLC							
	I-88167	ROAD & BRIDGE	R	10/30/2025	304.00		315563		
	I-88237	ROAD & BRIDGE	R	10/30/2025	152.00		315563		456.00
3324		PEACE RIVER SHOPPER							
	I-227889	TURNER CENTER	R	10/30/2025	231.00		315564		231.00
4026		POLLARDWATER.COM							
	I-WW076912	10983	R	10/30/2025	6,904.24		315565		6,904.24
1		PYE BARKER							
	I-6977992	8069614	R	10/30/2025	1,210.00		315566		1,210.00
1744		RAY NEWBERRY DRILLING							
	I-42494	LANDFILL	R	10/30/2025	1,500.00		315567		1,500.00
3789		RYAN'S CLEANING SERVICE.INC							
	I-INV1174	FACILITIES	R	10/30/2025	350.00		315568		350.00
2950		SAFEGUARD SECURITY, INC							
	I-078577	2626	R	10/30/2025	2,745.00		315569	:	2,745.00
1803		SAFETY PRODUCTS INC							
	I-2025096079	DES36	R	10/30/2025	134.23		315570		
	I-2025096659	DES36	R	10/30/2025	3,530.00		315570		3,664.23
4775		SANTANDER LEASING, LLC							
	I-18301104	002-0027669-000	R	10/30/2025	9,568.92		315571		9,568.92
6254		SOUTH FLORIDA LITTLE BRITCHES							
	I-202510302129	TOURISM MATCHING GRANT	R	10/30/2025	1,048.00		315572	:	1,048.00
3800		STATE CHEMICAL							
	I-903975009	738187	R	10/30/2025	239.74		315573		239.74

11/06/2025 9:46 AM A/P HISTORY CHECK REPORT PAGE: 6

BANK: APBK POOLED CASH ACCOUNT DATE RANGE:10/28/2025 THRU 11/06/2025

VENDOR SET: 01 Desoto County

VENDOR	I.D.	NAME		STAT	CHECK US DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3175		TOSHIBA AMERIO	CA BUSINESS SOLUT							
	I-5036307800	450-0112216-0	01	R	10/30/2025	350.27		315574		350.27
1		VERONICA DELA	CRUZ							
	I-202510272115	DELACRUZ- D		R	10/30/2025	75.00		315575		75.00
5025		VISION ACE HA	RDWARE, LLC							
	I-401233	920174		R	10/30/2025	26.35		315576		
İ	I-401339	920174		R	10/30/2025	28.62		315576		54.97
5027		VISION ACE HA	RDWARE, LLC							
	I-401272	920161		R	10/30/2025	6.79		315577		
	I-401338	920161		R	10/30/2025	53.95		315577		
	I-401396	920161		R	10/30/2025	24.33		315577		
	I-401398	920161		R	10/30/2025	29.99		315577		
	I-401434	920161		R	10/30/2025	21.98		315577		
	I-401439	920161		R	10/30/2025	54.99		315577		
	I-401445	920161		R	10/30/2025	5.00		315577		
	I-401471	920161		R	10/30/2025	8.99		315577		
	I-401482	920161		R	10/30/2025	21.38		315577		
	I-401483	920161		R	10/30/2025	10.99		315577		238.39
5030		VISION ACE HA	ROWARE I.I.C							
	I-401299	920165	NDWIND, LEC.	R	10/30/2025	17.99		315578		
	I-401377	920165		R		343.78		315578		
	I-401382	920165		R		23.98		315578		
	I-401412	920165		R	10/30/2025	89.82		315578		475.57
6020		ZAMODAC IAMN	TANDOCADE IIC							
	T 012450 452		& LANDSCAPE LLC	ъ	10/20/2025	E 4 2 2 2 2		21 5 5 7 0		
	I-CI3450-453	MOWING COURTH		R	10/30/2025	543.33 2,762.50		315579		3,305.83
	I-CI3538-454	MOWING ADMIN 1	SUILDING, LIC	R	10/30/2025	2,702.30		315579		3,303.63
* *	TOTALS * *		NO			INVOICE AMOUNT	DISC	DUNTS	CHEC	K AMOUNT
	ULAR CHECKS:		46			356,916.71	2100	0.00		6,916.71
	HAND CHECKS:		0			0.00		0.00	00	0.00
	DRAFTS:		0			0.00		0.00		0.00
	EFT:		15			1,699,169.41		0.00	1.69	9,169.41
	NON CHECKS:		0			0.00		0.00	_,	0.00
	VOID CHECKS:		0 VOID DEBITS		0.00					
	VOID CHECKS:		VOID CREDIT		0.00	0.00		0.00		
TOTAL E	ERRORS: 0									
			NO			INVOICE AMOUNT	DISCO	DUNTS	CHEC	K AMOUNT
VENDO	OR SET: 01 BANK: AF	PBK TOTALS:	61			2,056,086.12		0.00	2,05	6,086.12
BANK:	APBK TOTALS:		61			2,056,086.12		0.00	2,05	6,086.12

VENDOR SET: 01 Desoto County

BANK: FSA FLEXIBLE SPENDING ACCOUNT

DATE RANGE:10/28/2025 THRU 11/06/2025

VENDOR I.D.	NAME	STATU	CHECK S DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	WAGEWORKS, INC		10/21/2025	2 072 50		004066	,	072 50
I-202511032142	OCT25 CLAIM PYMT DISBURSEMENTS	О Д	10/31/2025	2,973.50		004866	2	2,973.50
* * TOTALS * *	NO			INVOICE AMOUNT	DISCOU	JNTS	CHECI	K AMOUNT
REGULAR CHECKS:	0			0.00	C	0.00		0.00
HAND CHECKS:	0			0.00	C	0.00		0.00
DRAFTS:	1			2,973.50	0	0.00	2	2,973.50
EFT:	0			0.00	(	0.00		0.00
NON CHECKS:	0			0.00	C	0.00		0.00
VOID CHECKS:	0 VOID DEBITS		0.00					
	VOID CREDIT	'S	0.00	0.00	(	0.00		
TOTAL ERRORS: 0								
	NO			INVOICE AMOUNT	DISCOU	JNTS	CHECK	K AMOUNT
VENDOR SET: 01 BANK: FSA	TOTALS: 1			2,973.50	C	0.00	2	2,973.50
BANK: FSA TOTALS:	1			2,973.50	C	0.00	2	2,973.50

VENDOR SET: 01 Desoto County

BANK: IHC INDIGENT HEALTH CARE TRUS

DATE RANGE:10/28/2025 THRU 11/06/2025

VENDOR I.D.	NAME	STATU	S DATE	AMOUNT	DISCOUNT NO	STATUS AMOUNT
0702	DESOTO MEMORIAL HOSPITAL					
I-202510282116	AUGUST2025 INDGNT HLTH CARE	E	10/28/2025	127,813.20	006970	127,813.20
* * TOTALS * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	1			127,813.20	0.00	127,813.20
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00			
	VOID CREDIT	S	0.00	0.00	0.00	
TOTAL ERRORS: 0						
	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: IHC	TOTALS: 1			127,813.20	0.00	127,813.20
BANK: IHC TOTALS:	1			127,813.20	0.00	127,813.20

PAGE: 8

CHECK INVOICE CHECK CHECK CHECK

A/P HISTORY CHECK REPORT

VENDOR SET: 01 Desoto County

BANK: PYBK CONSOLIDATED ACCOUNT

DATE RANGE:10/28/2025 THRU 11/06/2025

I- I- 6098 I- 6098	-FSA202510022031 -FSA202510092070 -FSA202510162086 -FSA202510222107 -202510312134 -202510312135	DESOTO COUNTY FLEXIBLE SPENDIN FLEX SPENDING ACCT DEDUCTIONS FLEX SPENDING ACCT DEDUCTIONS FLEX SPENDING ACCT DEDUCTIONS FLEX SPENDING ACCT DEDUCTIONS BLUE CROSS AND BLUE SHIELD OF NOV 25 COBRA HEALTH INS PREM BLUE CROSS AND BLUE SHIELD OF NOV 25 RETIREE HEALTH INS PRE BLUE CROSS AND BLUE SHIELD OF	D D D	10/28/2025 10/28/2025 10/28/2025 10/28/2025 10/28/2025	830.74 830.74 830.74 830.74	004862 004862 004862 004862		3,322.96 961.36
I- I- 6098 I- 6098	-FSA202510092070 -FSA202510162086 -FSA202510222107 -202510312134 -202510312135	FLEX SPENDING ACCT DEDUCTIONS FLEX SPENDING ACCT DEDUCTIONS FLEX SPENDING ACCT DEDUCTIONS BLUE CROSS AND BLUE SHIELD OF NOV 25 COBRA HEALTH INS PREM BLUE CROSS AND BLUE SHIELD OF NOV 25 RETIREE HEALTH INS PRE	D D D	10/28/2025 10/28/2025 10/28/2025 10/28/2025	830.74 830.74 830.74	004862 004862 004862		
I- I- 6098 I- 6098	-FSA202510162086 -FSA202510222107 -202510312134 -202510312135	FLEX SPENDING ACCT DEDUCTIONS FLEX SPENDING ACCT DEDUCTIONS BLUE CROSS AND BLUE SHIELD OF NOV 25 COBRA HEALTH INS PREM BLUE CROSS AND BLUE SHIELD OF NOV 25 RETIREE HEALTH INS PRE	D D	10/28/2025 10/28/2025 10/28/2025	830.74 830.74	004862 004862		
I- 6098 I- 6098 I-	-FSA202510222107 -202510312134 -202510312135	FLEX SPENDING ACCT DEDUCTIONS  BLUE CROSS AND BLUE SHIELD OF  NOV 25 COBRA HEALTH INS PREM  BLUE CROSS AND BLUE SHIELD OF  NOV 25 RETIREE HEALTH INS PRE	D D	10/28/2025	830.74	004862		
6098 I- 6098 I-	-202510312134 -202510312135	BLUE CROSS AND BLUE SHIELD OF NOV 25 COBRA HEALTH INS PREM BLUE CROSS AND BLUE SHIELD OF NOV 25 RETIREE HEALTH INS PRE	D	10/28/2025				
I- 6098 I-	-202510312135	NOV 25 COBRA HEALTH INS PREM BLUE CROSS AND BLUE SHIELD OF NOV 25 RETIREE HEALTH INS PRE			961.36	004863		961.36
6098 I-	-202510312135	BLUE CROSS AND BLUE SHIELD OF NOV 25 RETIREE HEALTH INS PRE			961.36	004863		961.36
I- 6098		NOV 25 RETIREE HEALTH INS PRE	D	10/28/2025				
6098			D	10/28/2025				
	-UEE202510292125	DITTE CDOCC AND DITTE CHITETO OF		10, 20, 2020	23,913.49	004864	2	3,913.49
	-UEE202510292125	DUOF CKOSS WAN REAF SHIFTD OF.						
C-		COUNTY PAID EMP HEALTH INS	D	10/28/2025	961.36CR	004865		
I-	-202510312136	NOV 25 HEALTH INS PREM	D	10/28/2025	215,166.02	004865		
I-	-UCB202510022031	DEPENDENT CHILD HEALTH PRE TAX	D	10/28/2025	945.99	004865		
I-	-UCB202510092070	DEPENDENT CHILD HEALTH PRE TAX	D	10/28/2025	735.77	004865		
I-	-UCB202510162086	DEPENDENT CHILD HEALTH PRE TAX	D	10/28/2025	1,576.65	004865		
I-	-UCB202510222107	DEPENDENT CHILD HEALTH PRE TAX	D	10/28/2025	945.99	004865		
I-	-UD1202510022031	SUBSIDIZED DEP CHILD HEALTH	D	10/28/2025	945.99	004865		
I-	-UD1202510092070	SUBSIDIZED DEP CHILD HEALTH	D	10/28/2025	735.77	004865		
	-UD1202510162086	SUBSIDIZED DEP CHILD HEALTH	D	10/28/2025	1,576.65	004865		
	-UD1202510222107	SUBSIDIZED DEP CHILD HEALTH	D	10/28/2025	945.99	004865		
	-UD2202510022031	SUBSIDIZED SP HEALTH	D	10/28/2025	1,633.45	004865		
	-UD2202510092070	SUBSIDIZED SP HEALTH	D	10/28/2025	1,633.45	004865		
	-UD2202510162086	SUBSIDIZED SP HEALTH	D	10/28/2025	1,633.45	004865		
	-UD2202510222107	SUBSIDIZED SP HEALTH	D	10/28/2025	1,633.45	004865		
	-UD3202510022031	SUBSIDIZED FAM HEALTH	D -	10/28/2025	4,303.07	004865		
	-UD3202510092070	SUBSIDIZED FAM HEALTH	D	10/28/2025	4,303.07	004865		
	-UD3202510162086	SUBSIDIZED FAM HEALTH	D -	10/28/2025	2,993.44	004865		
	-UD3202510222107	SUBSIDIZED FAM HEALTH	D	10/28/2025	3,367.62	004865		
	-UDC202510022031	SUBSIDIZED DEP HEALTH INS	D -	10/28/2025	251.32	004865		
	-UDC202510092070	SUBSIDIZED DEP HEALTH INS	D	10/28/2025	251.32	004865		
	-UDC202510162086	SUBSIDIZED DEP HEALTH INS	D	10/28/2025	251.32	004865		
	-UDC202510222107	SUBSIDIZED DEP HEALTH INS	D	10/28/2025	251.32	004865		
	-UEE202510022031	COUNTY PAID EMP HEALTH INS	D	10/28/2025	42,540.18	004865		
	-UEE202510092070	COUNTY PAID EMP HEALTH INS	D	10/28/2025	41,098.14	004865		
	-UEE202510162086	COUNTY PAID EMP HEALTH INS	D	10/28/2025	42,299.84	004865		
	-UEE202510222107	COUNTY PAID EMP HEALTH INS	D	10/28/2025	41,338.48	004865		
	-UFB202510022031	FAMILY HITH PRE TAX	D	10/28/2025	4,303.07	004865		
	-UFB202510092070	FAMILY HITH PRE TAX	D	10/28/2025	4,303.07	004865		
	-UFB202510162086 -UFB202510222107	FAMILY HLTH PRE TAX	D D	10/28/2025 10/28/2025	2,993.44 3,367.62	004865 004865		
		FAMILY HLTH PRE TAX						
	-USB202510022031 -USB202510092070	SPOUSE HLTH PRE TAX SPOUSE HLTH PRE TAX	D D	10/28/2025 10/28/2025	1,633.58 1,633.58	004865 004865		
	-USB202510092070 -USB202510162086	SPOUSE HLTH PRE TAX	D		1,633.58	004865		
	-USB202510162086 -USB202510222107	SPOUSE HLTH PRE TAX	D D	10/28/2025 10/28/2025	1,633.58	004865	Λn	3,897.90

PAGE: 9

PAGE: 10

VENDOR SET: 01 Desoto County BANK: PYBK CONSOLIDATED ACCOUNT

DATE RANGE:10/28/2025 THRU 11/06/2025

				CHECK	INVOICE	CHI	ECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATU	JS DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
0011		COLONIAL SUPPLEMENTAL INS							
	I-LF4202510022031	E9599903	R	10/30/2025	4.38	31.	5531		
	I-LF4202510092070	E9599903	R	10/30/2025	4.38	31	5531		
	I-LF4202510162086	E9599903	R	10/30/2025	4.38	31	5531		
	I-LF4202510222107	E9599903	R	10/30/2025	4.38	31.	5531		17.52
0009		LEGALSHIELD							
	I-202510302131	OCT 25 PREPAID LEGAL SRV	R	10/30/2025	187.34	31	5532		
	I-LEG202510022031	PREPAID LEGAL	R	10/30/2025	23.94	31	5532		
	I-LEG202510092070	PREPAID LEGAL	R	10/30/2025	23.94	31	5532		
	I-LEG202510162086	PREPAID LEGAL	R	10/30/2025	23.94	31	5532		
	I-LEG202510222107	PREPAID LEGAL	R	10/30/2025	23.94	31	5532		283.10
0012		LIBERTY NATIONAL							
	I-202510302132	OCT25 LIFE INS	R	10/30/2025	237.56	31	5533		
	I-LF5202509041879	LIBERTY NATIONAL/BEFORE TAX	R	10/30/2025	577.31	31	5533		
	I-LF5202509101913	LIBERTY NATIONAL/BEFORE TAX	R	10/30/2025	577.31	31	5533		
	I-LF5202509171940	LIBERTY NATIONAL/BEFORE TAX	R	10/30/2025	577.31	31	5533		
	I-LF5202509241979	LIBERTY NATIONAL/BEFORE TAX	R	10/30/2025	577.31	31	5533		
	I-LF6202509041879	LIBERTY NATIONAL/AFTER TAX	R	10/30/2025	231.22	31	5533		
	I-LF6202509101913	LIBERTY NATIONAL/AFTER TAX	R	10/30/2025	231.22	31	5533		
	I-LF6202509171940	LIBERTY NATIONAL/AFTER TAX	R	10/30/2025	231.22	31.	5533		
	I-LF6202509241979	LIBERTY NATIONAL/AFTER TAX	R	10/30/2025	231.22	31	5533	3	3,471.68
5130		PETTY CASH							
	I-COK202510022031	COKE FUND DEDUCTIONS	R	10/30/2025	157.00	31	5534		
	I-COK202510092070	COKE FUND DEDUCTIONS	R	10/30/2025	155.00	31.	5534		
	I-COK202510162086	COKE FUND DEDUCTIONS	R	10/30/2025	155.00	31	5534		
	I-COK202510222107	COKE FUND DEDUCTIONS	R	10/30/2025	155.00	31.	5534		
	I-COK202510292125	COKE FUND DEDUCTIONS	R	10/30/2025	152.00	31	5534		774.00
5965		RICCO WASHBURN ESQ							
	I-G16202510292125	CASE #2018CC045	R	10/30/2025	100.00	31	5535		100.00
		220				D-000000	~	aa-	
	TOTALS * *	NO			INVOICE AMOUNT	DISCOUNT			K AMOUNT
REG	GULAR CHECKS:	5			4,646.30	0.0		2	4,646.30
	HAND CHECKS:	0			0.00	0.0			0.00
	DRAFTS:	4			462,095.71	0.0		462	2,095.71
	EFT:	0			0.00	0.0			0.00
	NON CHECKS:	0			0.00	0.0	0		0.00
	VOID CHECKS:	0 VOID DEBIT VOID CREDI		0.00	0.00	0.0	0		
TOTAL E	ERRORS: 0								
		NO			INVOICE AMOUNT	DISCOUNT	S	CHECE	K AMOUNT
VENDO	OR SET: 01 BANK: PY	BK TOTALS: 9			466,742.01	0.0			6,742.01
BANK:	PYBK TOTALS:	9			466,742.01	0.0	0	466	6,742.01

VENDOR SET: 01 Desoto County

BANK: SHIP LOCAL HOUSING/ SHIP ACCT

DINK. DITT BOCKE HOODING, BITT MCCI

DATE RANGE:10/28/2025 THRU 11/06/2025

VENDOR	I.D.	NAME	ST	'ATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4899		NADIA DAUGHTREY, CLERK OF	COUR							
	I-202510292122	RECORDING FEES		R	10/30/2025	105.50		001806		105.50
6305		ROBERT PAUL MEAGHER								
	I-202510292121	HOMELESS RENTAL		R	10/30/2025	2,000.00		001807	2	2,000.00
4317		JESSE SERVICES, INC								
	I-202510292120	ESTHER GARCIA 1ST DRAW		E	10/31/2025	33,780.00		006986		
	I-202510292123	ESTHER GARCIA 2ND DRAW		E	10/31/2025	33,780.00		006986	6	7,560.00
* *	TOTALS * *	NO				INVOICE AMOUNT	DISCO	DUNTS	CHECI	K AMOUNT
REG	ULAR CHECKS:	2				2,105.50		0.00	2	2,105.50
	HAND CHECKS:	0				0.00		0.00		0.00
	DRAFTS:	0				0.00		0.00		0.00
	EFT:	1				67,560.00		0.00	6	7,560.00
	NON CHECKS:	0				0.00		0.00		0.00
	VOID CHECKS:	0 VOID I	DEBITS		0.00					
		VOID	CREDITS		0.00	0.00		0.00		
TOTAL E	ERRORS: 0									
		NO				INVOICE AMOUNT	DISCO	OUNTS	CHECI	K AMOUNT
VENDO	DR SET: 01 BANK: SE	IIP TOTALS: 3				69,665.50		0.00	69	9,665.50
BANK:	SHIP TOTALS:	3				69,665.50		0.00	69	9,665.50
REPOR	T TOTALS:	75				2,723,280.33		0.00	2,723	3,280.33

PAGE: 11

SELECTION CRITERIA

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VENDOR SET: 01-DESOTO COUNTY

VENDOR: ALL
BANK CODES: All
FUNDS: All

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CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 10/28/2025 THRU 11/06/2025

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

\_\_\_\_\_\_

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO

MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO

PRINT STATUS: \* - All



# **DeSoto County**

## 11/18/2025

Item #: 17.						
☐ Consent Agenda	□Quasi-Judicial Public Hearing					
⊠ Regular Business	3:00 pm					
☐ Public Hearing Ch	oose an item.					
<b>DEPARTMENT:</b>	Social Services					
<b>SUBMITTED BY:</b>	Lauri Benson					
PRESENTED BY:	Lauri Benson					

## TITLE & DESCRIPTION:

Proposal/The Grey Rock Group

## **REQUESTED MOTION:**

To approve the proposal for assumption, resubordinating, and recast of the DeSoto Landing Apartments HHRP Loan to The Grey Rock Group, subject to the review and approval of the associated legal instruments by the County Attorney for legal sufficiency, and further authorizing the County Administrator or Chairman to execute all related documents.

#### **SUMMARY:**

The Grey Rock Group is purchasing DeSoto Landing Apartments and wish to continue the HHRP loan for another 20 years keeping the 48-unit affordable housing.

#### **BACKGROUND:**

DeSoto Landing entered a 20 year HHRP loan with DeSoto County for \$875,000 to help fund the building of a 48-unit affordable housing community. The maturity date on this loan is 2026. The Grey Rock Group would like to purchase the DeSoto Landing Apartments and request a recast of the HHRP loan for another 20 years. There will be no changes to the current agreement, and they have submitted the attached proposal. This request ensures DeSoto Landing Apartments will continue to be affordable housing.

## **FUNDS:**

Budget Amount: N/A Actual Agenda Item: N/A

Cost: N/A

Account Number: **N/A** Explanation: **N/A** 

#### THE GREY ROCK GROUP

4325 Glencoe Avenue #9424 | Marina Del Rey, CA 90295 | 818-850-3689 | www.greyrockgroup.com

October 21, 2025

#### VIA EMAIL

DeSoto County Board of County Commissioners 227 North Bronough Street Tallahassee, Florida 32301

Re: Proposal for Assumption, Resubordination, and Recast of HHRP Loan

Dear County Board of County Commissioners,

This proposal respectfully requests the DeSoto County Board of County Commissioners' approval for the following actions in connection with DeSoto Landing Apartments, a 48-unit affordable housing community located in Arcadia, Florida, as part of our pending acquisition of the property:

- 1. Assumption and resubordination of the existing Homeownership and Housing Rehabilitation Program (HHRP) loan, originated in 2007; and
- 2. Recasting and extending the HHRP loan to a new 20-year term, effective upon the closing of our acquisition.

These actions will preserve and stabilize a key affordable housing asset in DeSoto County while ensuring continued compliance, professional management, and robust resident services.

### **Background and Operational Challenges**

DeSoto Landing Apartments is a garden style development, located in Arcadia, Florida, consisting of 48 rental apartments units located in six buildings. DeSoto Landing was built in 2007 with financing provided for by Low Income Housing Tax Credits (LIHTC) and the HHRP loan.

DeSoto Landing is currently owned by a small nonprofit organization that has served the community faithfully since the property's inception. However, the organization's board members are no longer able to continue managing the property due to significant health challenges and unforeseen personal obligations.

With only a small board and limited administrative infrastructure, the nonprofit is unable to provide the consistent oversight this 48-unit community requires. Recognizing these limitations, the board has elected to sell DeSoto Landing to an experienced, well-capitalized ownership group capable of sustaining it long term.

This transition ensures DeSoto Landing remains a stable, compliant, and well-maintained affordable housing resource for the County.

## **Property Condition and Financial Context**

Over the past three years, the current owner has maintained the property with care and invested significantly in capital improvements, including:

- Replacement of all roofs,
- Full exterior repainting of all buildings,
- Repaying of the asphalt parking lot, and
- Enhancing the landscaping throughout the property.

These investments have preserved the physical condition and curb appeal of the community, creating a well-maintained environment for residents while protecting the long-term value of the property.

However, built in 2007, DeSoto Landing is entering a phase where major building systems are reaching the end of their useful lives—particularly HVAC units and hot water heaters.

The property's lower asking rents, due to LIHTC affordability restrictions at the property, make it difficult for the property to generate enough income to fund these replacements while also meeting debt obligations. At present, the nonprofit does not have the financial capacity to repay the HHRP loan at its scheduled 2027 maturity. Without approval of this transaction, the County would almost certainly be asked to extend the loan, and under the status quo, its prospects for recovery would be uncertain.

Approving this proposal avoids that risk and ensures the property remains financially and operationally sound.

#### **Proposed Transaction Overview**

Under the proposed structure:

- The HHRP loan will be assumed by the new ownership entity, preserving all affordability restrictions.
- The County's lien will be resubordinated to a new first mortgage, enabling recapitalization and long-term preservation.
- The HHRP loan will be recast for a new 20-year term beginning at the date of closing, maintaining the County's original intent of long-term affordability and stability.

This approach keeps the County's funds productively invested and ensures that DeSoto Landing continues to serve its affordable housing mission for decades to come.

## **Proposed Loan Modifications**

Item	Current Structure	Proposed Structure
Maturity Date	February 2, 2027	Recast to 20 years from closing
Lien Position	Subordinate to existing first mortgage	To remain subordinate to new first mortgage
Loan Balance	\$875,000	\$875,000 – no change proposed
Interest Rate	1.5%	1.5% – no change proposed
Use Restrictions	LIHTC and HHRP restrictions	LIHTC and HHRP restrictions – no change proposed

The proposed modification involves no reduction or forgiveness of principal and no alteration of the County's lien position. It simply extends the loan's term to ensure ongoing affordability and operational viability.

## Capital Needs and Replacement Reserve Funding Plan

Anticipated Capital Expenditures (Next 5 Years)

As part of our due diligence, we conducted a detailed inventory of mechanical systems. Based on remaining useful life estimates and current unit conditions, we anticipate replacing the following systems within the next five years:

Item	Count	<b>Unit Cost</b>	<b>Total Cost</b>
HVAC Systems	32	\$6,500	\$208,000
Hot Water Heaters	39	1,200	46,800
Total Estimated Cost			\$254,800

Replacement Reserve Commitments

To fund these future needs, the following replacement reserves will be escrowed:

Funding Source	Amount	Timing
Existing Replacement Reserve Balance	\$122,092	Retained at Closing
New Owner Contribution (at Closing)	72,000	Closing
Additional Contributions (Post-Closing)	72,000	Over 5 years after closing
Total Planned Reserve Funding	\$266,092	

This combined funding plan ensures more than \$266,000 in capital reserves will be available to address upcoming replacements — sufficient to fund all anticipated HVAC and water heater replacements, plus provide a cushion for other system repairs.

## **Professional Management and On-Site Staffing**

Upon acquisition, the property will be managed by NDC Asset Management, a nationally recognized firm specializing in affordable housing operations that currently manages more than 11,000 residential units across more than 200 properties. NDC manages several communities in and around Arcadia and brings deep regulatory expertise and robust operational infrastructure.

NDC plans to employ the following on-site staff at the property:

- Full-time Property Manager providing day-to-day resident and leasing oversight
- Full-time Maintenance Technician ensuring immediate response to repair needs
- Part-time Groundskeeper maintaining curb appeal and common-area cleanliness

This on-site team will be supported by NDC's extensive off-site staff, including:

- Regional supervisors who provide routine site visits, staff training, and performance oversight
- Centralized accounting and bookkeeping staff who manage rent collections, payables, and financial reporting
- Dedicated compliance professionals with expertise in LIHTC, HHRP, and other affordable housing programs to ensure full regulatory compliance
- Human resources and administrative support staff who handle hiring, payroll, and benefits for on-site employees

This comprehensive management structure ensures responsiveness to tenant needs, consistent regulatory compliance, accurate financial reporting, and strong oversight of daily operations. It represents a significant upgrade from the current self-management structure and will materially improve service quality, accountability, and long-term property performance.

## **Commitment to Resident Programs**

We are committed to maintaining all resident services required under the property's Land Use Restriction Agreement (LURA), including:

- Welfare-to-Work and Self-Sufficiency Programs
- Homeownership Incentive Program (grant toward home purchase)
- Semiannual First-Time Homebuyer Seminars
- Quarterly Job Training Courses in computer and office skills
- Community Activities promoting engagement and pride
- Quarterly Financial Counseling Workshops

- Resident Assistance and Referral Services
- Life Safety Training (e.g., CPR and first aid) at least twice annually

These programs strengthen community bonds, promote resident self-sufficiency, and reflect our long-term commitment to affordable housing excellence.

## Benefits to DeSoto County and Residents

Approval of this proposal will provide meaningful public benefits, including:

- Preservation of 48 affordable housing units for another 20 years;
- Protection of the County's investment, with no increase in risk;
- Operational stability under experienced, well-staffed management;
- More than \$266,000 in planned reserve funding for long-term capital needs; and
- Continuation of vital resident support programs.

The County's support will ensure that DeSoto Landing continues to provide quality, affordable homes for local families while maintaining fiscal and operational stability.

#### Conclusion

The proposed assumption, resubordination, and 20-year recast of the HHRP loan for DeSoto Landing Apartments represents a practical and forward-looking approach to affordable housing preservation. It protects the County's investment, ensures responsible long-term stewardship, and extends the useful life of an essential community asset.

We respectfully request the Board's approval and look forward to working in partnership with DeSoto County to continue serving the community.

\*\*\*

Thank you for your consideration.

Sincerely,

Mateen Safaie Chief Executive Officer

232



# **DeSoto County**

## 11/18/2025

Item #: 18.			
☐ Consent Agenda	□Quasi-Judicial Public Hearing		
⊠ Regular Business	r Business 3:00 pm		
☐ Public Hearing Or	dinance		
_			
<b>DEPARTMENT:</b>	Economic Development		
<b>SUBMITTED BY:</b>	Sondra Guffey		
PRESENTED RV.	Sondra Cuffey		

### TITLE & DESCRIPTION:

Ordinance/Amending Chapter 2 "Administration," of the DeSoto County Code of Ordinances related to member terms, qualifications, and attendance for the Economic Development Advisory Committee.

### **REQUESTED MOTION:**

Motion to adopt the ordinance/ amendment for Chapter 2 of the DeSoto County Code of Ordinances relating to the Economic Development Advisory Committee.

### **SUMMARY:**

Section 2-31 and Section 2-32 of Division 4, "Economic Development Advisory Committee" (EDAC) of Article III of Chapter 2 "Administration," of the DeSoto County Code of Ordinances provides for the terms, qualifications and attendance requirements of committee members.

#### **BACKGROUND:**

The Advisory Committee members recommend an update to the Code provisions related to EDAC membership to reflect that one member should be from the financial services sector and not be limited to banking, to clarify the terms of membership and provide for reappointment of same, and to provide that the absences of an EDAC member does not result in the automatic removal of the member. This was approved by EDAC on September 25, 2025

### **FUNDS:**

Budget Amount: N/A
Actual Agenda Item: N/A

Cost: N/A

Account Number: N/A

Explanation: Click or tap here to enter text.

### **DESOTO COUNTY**

#### **ORDINANCE NO. 2025 -**

AN ORDINANCE AMENDING SECTION 2-31 AND SECTION 2-32, AND THE SUBSECTIONS CONTAINED THEREIN, OF DIVISION 4, "ECONOMIC DEVELOPMENT ADVISORY COMMITTEE" OF ARTICLE III. COMMISSIONS **COMMITTEES**" "BOARDS. AND CHAPTER 2 "ADMINISTRATION". OF THE DESOTO COUNTY CODE OF ORDINANCES. TO PROVIDE FOR THE TERMS OF ECONOMIC DEVELOPMENT ADVISORY COMMITTEE MEMBERS, AND TO CLARIFY **QUALIFICATIONS** OF MEMBERS, AND **MINIMUM** ATTENDANCE **REQUIREMENTS: PROVIDING FOR** SEVERABILITY: PROVIDING FOR CODIFICATION: AND FOR **EFFECTIVE** DATE PROVIDING THIS ORDINANCE.

**WHEREAS**, the Economic Development Advisory Committee ("EDAC") was created by Resolution No. 2010-12, and amended by Resolution No. 2013-49; and

WHEREAS, a partially codified version of Resolution 2013-49 appears in Division 4, of Article III, of Chapter 2 of the DeSoto County ("County") Code of Ordinances ("Code"); and

WHEREAS, the Board desires to update the Code provisions related to EDAC membership to reflect that one member should be from the financial services sector and not be limited to the banking industry, to clarify the terms of membership and provide for reappointment of same, and to provide that the absences of an EDAC member does not result in the automatic removal of the member, but instead, the EDAC may vote to excuse a member's absences based on the circumstances presented; and

**WHEREAS**, on September 25, 2025, at a regularly scheduled public meeting of the EDAC, the EDAC met and recommended approval of the proposed ordinance as set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, THAT:

SECTION 1. AMENDMENT TO CHAPTER 2, ARTICLE III, DIVISION 4, OF THE DESOTO COUNTY CODE OF ORDINANCES. Chapter 2, Article III, Division 4 of the County Code of Ordinances is hereby amended as set forth below:

#### DIVISION 4. ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

Sec. 2-31. Membership and appointment.

The Advisory Committee shall be comprised of a minimum of nine members, not more than 13 members, recommended by staff and approved by the Board.

Sec. 2-31.31. Qualifications.

Each member shall be a resident of the County; shall possess an outstanding reputation for civic pride, integrity, responsibility and business or professional ability; and shall have no current financial interest, direct or indirect, in any of the County's economic development programs or projects. The membership of the Advisory Committee shall be comprised of the following: one member appointed by the County Commission, one member appointed by the City Council, one member representing the education sector, one member representing the banking industry financial services sector, one member representing private sector agriculture, and the remaining seats shall represent the private business sector and shall serve staggered two-year terms. The original members of the Advisory Committee shall serve the term identified herein at the time of their appointment and may be reappointed upon the expiration of the term.

Sec. 2-31.2. Terms.

Members shall serve for two-year terms and may be reappointed thereafter for additional terms by the Board.

Sec. 2-31.63. Vacancies.

The Board shall appoint or re-appoint a member when a vacancy exists.

Sec. 2-32. Conflict of interest.

F.S. ch. 112 shall be applicable to the members of the Advisory Committee.

Sec. 2-32.31. Organization and procedure.

The members of the Advisory Committee shall elect a chairman and a vice-chairman and both shall serve a term of two years. The Advisory Committee shall hold regular meetings no less than four times a year and such other meeting, as it deems necessary. One-third (1/3<sup>rd</sup>) of the total membership of the Advisory Committee shall constitute a quorum. All meetings of the Advisory Committee shall be public and the Advisory Committee shall maintain written minutes of all proceedings that shall be promptly prepared and recorded. Copies of all minutes and resolutions of the Advisory Committee shall be forwarded to the Clerk of the Board no later than 30 days subsequent

to approval. Any member shall be automatically removed if, in any given calendar year:

- (1) He/she is absent from three consecutive meetings; or
- (2) He/she is absent from more than 50 percent of all of the committee meetings held during a year.

However, prior to any removal, the Advisory Committee shall consider whether the absences should be excused and may vote to excuse the member's absences based on the circumstances presented.

For purposes of this section, a A member shall be deemed absent when he/she is not present at the meeting for at least 75 percent of its duration.

Sec. 2-32.62. Compensation.

Members of the Advisory Committee shall serve without compensation.

**SECTION 2. SEVERABILITY.** It is declared to be the intent of the County that, if any section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then such determination shall not affect the validity of the remaining sections.

**SECTION 3. REPEALER.** All ordinances, or parts of ordinances, in conflict herewith be, and the same, are hereby repealed.

**SECTION 4. CODIFICATION.** It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of Exhibit A to this Ordinance shall become and made a part of the Code of Ordinances of DeSoto County, Florida, that the sections may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word, as required.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall take effect as provided by law.

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, this day of , 2025.

County Attorney



# **DeSoto County**

## 11/18/2025

Item #: 19.			
<ul><li>☐ Consent Agenda</li><li>☒ Regular Business</li><li>☐ Public Hearing Co</li></ul>	1		
DEPARTMENT: SUBMITTED BY: PRESENTED BY:	·		

#### TITLE & DESCRIPTION:

Purchase of a 60kw Caterpillar Generator and Automatic Transfer Equipment through Sourcewell from Ring Power a CAT Dealer

## **REQUESTED MOTION:**

Approve the Purchase of Generator Equipment for Fire Station 2 and authorize the County Administrator to approve associated paperwork and Purchase orders

#### **SUMMARY:**

Purchase of a 60kw Caterpillar Generator and Automatic Transfer Equipment through Sourcewell from Ring Power a CAT Dealer

#### **BACKGROUND:**

Fire station 2 operates a generator that came with the purchase of the property in the late 90s. Although routine maintenance has been performed the generator is currently not functioning and the repair quoted was over \$18,000 with no guarantee this will fix the issues. Given the age and condition of the unit staff is requesting the purchase of a new unit. This request is for the purchase of a new 60KW generator and two automatic transfer switches as the apparatus bay is on its own switch. This will come with a five-year warranty and includes disconnection, demolition and disposal of the old generator and ATS equipment. The equipment estimate for shipping is 18 weeks and will be installed prior to the 2026 hurricane season. The purchase will be a piggyback under the source well contract 92222.

#### **FUNDS:**

**Budget Amount: See Amendment** 

## **ITEM #:** 19.

Actual Agenda Item Cost: \$74,488.20 Account Number: 106-70715296400000

Explanation: Contingent on budget Amendment approval

# COOPERATIVE (PIGGYBACK) PURCHASE CONTRACT BETWEEN DESOTO COUNTY, FLORIDA AND RING POWER CORPORATION

**DESOTO COUNTY**, Florida, pursuant to Section 4.10.1 of the DeSoto County Purchasing Manual, now desires to enter into a Cooperative Purchase Contract (Piggyback) with RING POWER CORPORATION, Florida Corporation with FEI No. 59-0934246 ("Contractor") to provide the new GENERATOR equipment, including installation services, and removal/disposal of existing generator and automatic transfer switch equipment to DeSoto County Fire Station #2 located at 8789 SW CR761, Arcadia, FL 34266 (the "Services"), as more particularly set forth in the Contractor's Quote No. JM31475834-25, attached hereto as Exhibit "A", and Contractor's Quote No. 149700-1, attached hereto as Exhibit "B", both under the same terms and conditions as the Contract between Sourcewell, a State of Minnesota local government unit and service cooperative and the Contractor, Contract Number 92222 CAT, as amended, made available through Sourcewell (the "Contract"), which can be found at https://www.sourcewell-mn.gov/cooperativepurchasing/092222-cat and is incorporated by reference into this contract, with a date of expiration of November 22, 2027, which Contract resulted from a competitive procurement, RFP No. 92222

DeSoto County has reviewed the Contract and the Contractor's Quotes, and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such Services to DeSoto County under the same price(s), terms and conditions as the referenced Contract above. All references in the Contract between the parties shall be assumed to pertain to and are binding upon Contractor and DeSoto County. All references in the Contract to "Sourcewell" shall be substituted with "DeSoto County, Florida".

<u>Venue</u>; <u>Governing Law.</u> The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this Contract or the contract shall be the appropriate state court in DeSoto County, Florida, in any such action, Florida law shall apply.

<u>Conflicts; Order of Priority.</u> This document without exhibits is referred to as the "Base Contract." In the event of a conflict between the terms of this Contract and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- A. First Priority: Base Contract;
- B. Second Priority: The Sourcewell Contract;
- C. Third Priority: Exhibit "A," Quote No. JM 31475834-25, and Exhibit "B" Quote No. 149700-1

<u>Public Records.</u> Contractor shall comply and shall require all of its subcontractors to

comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide access to the County a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

If Contractor upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating performance under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

<u>No Waiver of Sovereign Immunity.</u> Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

<u>Employment Eligibility and Mandatory Use of E-Verify.</u> As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.

Convicted and Discriminatory Vendor Lists, and Scrutinized Companies. Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to

§215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

Agreed, accepted and consented to	o theday of, 2025.
ON BEHALF OF RING POWER SYSTEMS, GENE	RATOR SALES CENTRAL FLORIDA
Signature	_
Print Name	_
Title	_
Date	-
ATTEST:	DESOTO COUNTY, FLORIDA
County Administrator as the Clerk to the BOCC	J.C. Deriso, Chairman BOCC
 Date	-







## Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE 500 World Commerce Prkwy St. Augustine, FL 32092 904-737-7730 **TALLAHASSEE** 32000 Blue Star Hwy Midway, FL 32343 **850-562-1622** 

OCALA 6202 N US 301/441 Ocala, FL 34475 352-732-4600 ORLANDO 9901 Ringhaver Dr. Orlando, FL 32824 407-855-6195 **TAMPA** 10421 Fern Hill Dr Riverview, FL 33578 **813-671-3700** 

SALES

SERVICE

**PARTS** 

**LEASING** 

**RENTALS** 

## **QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**

DATE: 02.27.25 QUOTATION NO: JM 31475834-25

CUSTOMER NAME: DeSoto County

ADDRESS:

CITY/STATE/ZIP:

PHONE:

ESTIMATED SHIPPING LEAD TIME: 16-18 Weeks ADA

SHIPPING VIA/FOB: Truck/Jobsite

ESTIMATED SUBMITTAL LEAD TIME: 4 Weeks

JOBSITE ADDRESS: CITY/STATE/ZIP:

PROJECT NAME: Fire Station #2

TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations.		
One (1) New Caterpillar Diesel Generator - Model D60-4LC, Rated 60kW standby at 1.0 PF, 120/240 Volts, Single Phase, 3 Wire, 60 Hz at 1800 RPM, with following options:		
UL 2200 Listed Genset, NFPA 110 alarms		
<ul> <li>Main UL circuit breaker, 3 Pole, 250 Amp, generator mounted</li> </ul>		
<ul> <li>Control panel with safety shutdowns, Engine controls and gauges</li> </ul>		
Remote annunciator panel with enclosure (shipped loose)		
105 degrees C rise generator with voltage regulator		
PMG excitation		
Sound attenuated enclosure, steel construction, 150 mph wind rated		
<ul> <li>UL142 listed tank with 255-gallon capacity (48 hours of run time at 100% load)</li> </ul>		
Jacket water heater, 120VAC input		
Quotation Accepted By:Date:Tax N	D.:	
Customer:Salesman's Signature:	Tames Mosley	
J	ames Mosley, EP/Ind Sales. C	Central Florida

#### **TERMS**

- This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together. All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

Quote No. **JM 31475834-25** Page 1 of 2

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Battery charger UL 10 amp, 120VAC input		
Generator space heater, 120VAC input		
Prestart inspection - ½ Technician Day		
Startup - 1 Technician Day		
4 hour load test conducted on site, resistive - 1 Technician Day		
5 Year / 2500 hour Caterpillar Extended Service Coverage		
Total NET for above		\$ 53,387.00
Adder to include semi-annual maintenance inspection and service, for one year		\$1,923.71
Budgetary adder to provide installation services, to include the following:		\$55,000.00
-Engineering Services (if required)		
-Disconnect and remove the existing generator set		
-Offload and set new generator set		
-Required permits and inspections		
Clarifications:		
-Pricing provided without written specifications. Equipment provided as a part of this proposal will be limited to the BOM above.		
<ul> <li>-Adder to include installation services is budgetary and subject to change. Installation scope and pricing will be defined following a site walk with the involved contracting teams.</li> </ul>		
-All labor to be performed during normal working hours 8am-5pm Monday-Friday, afterhours labor at additional cost		

#### Notes:

- 1. The above price includes start-up, testing, and customer training as defined and clarified above.
- 2. No installation, labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping is included.
- 3. No sales tax included.
- 4. No audio or video recording of training permitted.
- 5. Ring Power Corporation does not participate in any Contractor Controlled Insurance Programs (CCIP)
- General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
- 7. Ring Power will be supplying equipment as described in the attached documentation.
- 8. Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to ensure that we are providing quality equipment that fits our customer's needs. If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your equipment needs.

James Mosley

James Mosley

Ring Power Systems, Generator Sales Central Florida,

904.466.4712 Cell

james.mosley@ringpower.com

**JM 31475834-25** Page 2 of 2



Quote No: 149700 - 1

DESOTO COUNTY BOCC 201 E OAK ST SUITE 201 ARCADIA FL 34286-4451

PER YOUR REQUEST, WE HAVE ESTIMATED REPAIRS ON THE MACHINE LISTED BELOW. A REPAIR DESCRIPTION WITH LABOR AND/OR PARTS IS ATTACHED. UPON DISASSEMBLY OF THE COMPONENT(S) TO BE REPAIRED, ADDITIONAL PARTS AND LABOR MAY BE NECESSARY. IF SO, A QUOTE FOR ADDITIONAL REPAIRS WILL BE FORWARDED TO YOU FOR APPROVAL. NOTE: AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY SHOULD SIGN AND RETURN THIS REPAIR ESTIMATE. ONLY UPON RECEIPT OF THE SIGNED ESTIMATE WILL REPAIRS BE PERFORMED. A PURCHASE ORDER NUMBER SHOULD BE SUPPLIED IF REQUIRED BY YOUR COMPANY.

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
011806	149700	10/21/2025	CINDY TALAMANTEZ
PHONE NO.	FAX NO.	EMAIL	
863-444-1470		c.talamantez@desotobocc.com	
MODEL	MAKE		SERIAL NO.
1829960100	GENERAC		2064769
UNIT NO.		WO NO.	P.O. NO.
NOTE			

DESOTO COUNTY BOCC 149700 - 1 Page 1

8789 CO RD 761, ARCADIA, FL 34269 SUPPLY AND REPLACE ATS'S **CINDY TALAMANTEZ 863-444-1470** C.TALAMANTEZ@DESOTOBOCC.COM - RING POWER TO PROVIDE: PROVIDE A QUALIFIED TECHNICIAN TO PERFORM THE FOLLOWING REPAIRS USING SAFETY AND LOCK OUT, TAG OUT PROCEDURES. TECH AND EC TO SWAP OUT OLD ATS'S AND ISNSTALL NEW TO INCLUDE PERMITING AND TESTING AFTER INSTALL. ASCO CAT: D03ATSA20200FGXF,11BE,18RX,44G BOM: 1053635 DESCRIPTION: 2 POLE WITH SOLID NEUTRAL, 240V. 200A, TYPE 3R ENCL PROVIDED WITH: 11BE ? ENGINE EXERCISER 18RX? RELAY EXPANSION MODULE 44G ? STRIP HEATER 5 YEAR EXTENDED WARRANTY IS ADDEDER \$455.00 PER. ESTIMATED LEAD TIME IS 6-8 WEEKS ESTIMATE DOES NOT INCLUDE THE START UP FROM ASCO AS RING POWER SHOULD COMPLETE AS NEEDED. - EC TO REMOVE THE INCORRECT WIRING FROM THE METER CAN AND PUT THE LOAD SIDE IN THE TRANSFER SWITCH TO DO IT THE CORRECT WAY. > WORK IS QUOTED TO BE COMPLETED DURING NORMAL WORKING HOURS, 7:30 TO 4 PM UNLESS OTHER TIME ARRANGEMENTS ARE REQUIRED. > ESTIMATED TOTAL DOES NOT INCLUDE APPLICABLE TAXES. > ENVIRONMENTAL FEES ARE INCLUDED.

# TRAVEL TO/FROM GENERATOR SET

**Item Number Description** Qty **Ext Price** TRV TRAVEL LABOR REV 2.00 362.00 **Total Estimated Labor:** 362.00 **Item Number** Description Qty **Ext Price** MILEAGE PSD MLG 112 448.00 **Total Estimated Misc:** 448.00 Segment 01 Total: 810.00

**Total Estimated Parts:** 

#### **REMOVE & INSTALL TRANSFER SWITCH**

DESOTO COUNTY BOCC 149700 - 1 Page 2

0.00

		Total Estimated Parts:	0.00
Item Number	Description	Qty	Ext Price
FLD	ONE TECH	8.00	1,448.00
FLD	ONE TECH	8.00	1,448.00
		Total Estimated Labor:	2,896.00
Item Number	Description	Qty	Ext Price
MSC	ASCO D03 ATS	1	7,885.80
MSC	EC	1	9,880.00
		Total Estimated Misc:	17,765.80
		Segment 02 Total:	20,661.80
CREDIT TO CUST NOTES: PER SOURCE WE	OMER ELL CONTRACT #092222-CAT	Total Estimated Parts:	0.00
		Total Estimated Labor:	0.00
Item Number	<b>Description</b> CUSTOMER LOYALTY	Qty 1	<b>Ext Price</b> -370.60
		Total Estimated Misc:	-370.60
		Segment 99 Total:	-370.60
		Total Segments:	21,101.20
SUB TOTAL (BEF	ORE TAXES)		21,101.20

**TOTAL ESTIMATE** 

21,101.20

I hereby authorize the above repair work to be done along with the necessary materials. Ring Power Corporation and it's employees may operate above equipment for purposes of testing. Inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Ring Power Corporation is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten days after work completion. The cost of labor and parts in determining any estimate shall be borne by the customer.

PO#:	Authorized Name:	(signature)
Date:		(print)
	Thank you for this opportunity to serve y	our company
CONTACT INFO	RMATION:	
Prepared by: Bryan	Dempsey Phone: +1-813-449-3914 Email: Bryan.Demp	osey@RingPower.Com Fax:
JOB SITE: -		
-All prices are subje -Terms are Net 30 D -Estimate excludes	ade subject to buyer's acceptance within (10) ten days from ect to change without notice, and those in effect on date of says from receipt of invoice sales tax, incoming freight, environmental and additional contacted should estimate exceed 10%	

#### THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. <u>AUTHORITY TO PERFORM REPAIRS</u> It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, Ring Power may examine the item of equipment as to work which Ring Power may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by Ring Power) to be noted on a form as supplied by Ring Power.
  - a. Time and Material Work Ring Power will proceed with the work agreed upon at current labor and parts prices.
  - b. <u>Firm Price</u> If requested, a firm price in writing will be given to the customer for labor and/or parts to do specific repair. Any agreed a upon repair order not covered by a firm written quotation will be billed at current time and material prices
  - c. <u>Unforeseen Problems or Additional Repairs</u>. In the event that during the course of the Work, additional repair work is found to be necessary pursuant to Ring Power's examination and inspection of the Equipment, then in such event Ring Power will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Ring Power is unable to communicate with the Customer, then Ring Power, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, Ring Power shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
- 2. <u>HOLD HARMLESS AGREEMENT FOR CUSTOMER PARTICIPATION IN SERVICE WORK</u> In the event customer or customers' personnel assists our mechanics in performing service work, customer agrees to hold harmless and fully indemnify Ring Power for injuries or damages to anyone arising out of customer assisting Ring Power personnel in servicing or repairing customer's equipment.
- 3. WARRANTY INFORMATION Ring Power warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Ring Power's obligation under this warranty shall be limited to the repair or replacement at Ring Power's premises of those new parts previously installed or labor previously performed demonstrated to be defective. SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PERFORMED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.
- 4. <u>PAYMENT</u> Customer will make payment for services rendered by Ring Power pursuant to this work order at such times and in such manner as may be prescribed by Ring Power. In the event of nonpayment by a customer, the cost incurred by Ring Power in collecting the indebtedness, including attorney's fees and expenses, both in the trial court and on any and all appeals, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to Ring Power. These provisions are not exclusive and Ring Power may elect other remedies at law and at equity.
- 5. RISK OF LOSS Ring Power carries an Equipment Floater Insurance Policy covering all risk (except war, wear and tear, etc.) for the current value (replacement cost less depreciation) on customer's equipment in Ring Power's custody or control. All risk of loss and damage not covered in above policy shall be borne solely by its owner.
- 6. <u>SEVERABILITY CLAUSE</u> Any provisions of this Agreement found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this Agreement.
- 7. APPLICABLE LAW This Agreement shall be deemed to be governed by the laws of the State of Florida.



## **DeSoto County**

#### 11/18/2025

	Item #: 20.
☐ Consent Agenda ☑ Regular Business	□Quasi-Judicial Public Hearing 3:00 pm
☐ Public Hearing Ch	ange Order
DEPARTMENT: SUBMITTED BY: PRESENTED BY:	· ·

#### TITLE & DESCRIPTION:

Change Order #3 Annual Paving

#### **REQUESTED MOTION:**

Approve Change Order #3 to the Annual Paving Contract with Excavation Point to add additional roadways

#### **SUMMARY:**

Addition of 3 Roads to the Annual Paving Contract

#### **BACKGROUND:**

Excavation Point Inc. has performed a vast majority of the County's annual paving projects in recent years and are currently under contract for the FY 24/25 Annual Paving Project. The Engineering Division wishes to add the roadways include in the FY 25/26 Annual Paving Project to this contract. By adding these to the existing contract, the County will save time and expense associated with developing bid plans and other documents and the bid process. The FY 25/26 project includes the roadways in the Harlem Circle neighborhood and the Golden Melody Subdivision as well as SW Environmental Lab Street. The Engineering Division also requests to include SW Tyner Avenue, SW Stroud Street and SW Bragdon Avenue which required paving following some recent tree removal work by the County's road and bridge department.

Moreover, the solicitation (Bid No. 25-13-00ITB) specifically provided that the County may work with the contractor to perform additional work if mutually agreed. The back-up to the change order request includes additional information about the proposed roadways and the associated cost.

#### **FUNDS:**

Budget Amount: \$1,500,000

Actual Agenda Item Cost: \$1,008,286.93

## **ITEM #:** 20.

Account Number: 102-60545416304000

Explanation: Annual Paving

## CONTRACT CHANGE ORDER FISCAL YEAR 2024/25 ANNUAL ROAD PAVING PROJECT

Project No.: 25-13-00ITB Change Order No.: 3

Date November 18, 2025 Location: DeSoto County

Contract No.: \_\_\_\_\_ Type: Construction

Company Name: Excavation Point, Inc.

Description of change: Addition to the Scope of Work.

Reason for change: <u>Addition of the 3 areas included in the FY 25/26 Annual Paving Project roadways and the Tyner, Stroud and Bragdon Area into the current contract.</u>

### **Breakdown of Proposed Changes and Basis for Payment**

(Includes pertinent drawings and specifications, where necessary)

Item	Item No. and Description	Change in Contract Cost +(-)
1	Harlem Circle Area	\$ 411,013.08
2	Golden Melody Subdivision	\$ 256,022.11
3	SW Environment Lab Street	\$ 187,100.28
4	Tyner, Stroud and Bragdon	\$ 154,151.46
	GRAND TOTAL	\$ 1,008,286.93

(1)	Total Proposed Change in Contract Cost + (-)	<u>\$1,008,286.96</u>
(2)	Original Contract Price	\$1,070,644.36
(3)	Total All Previous Change Orders (Change Order No. 0 through No. 1)	\$ 523,516.03
(4)	Current Contract Price (Total of Item 2 & Item 3, above)	\$1,594,160.39
(5)	New Contract Price (Total of Item 1 & Item 4, above)	\$2,602,447.35
(6)	Original Construction Contract Time	<u>130 Days</u>
(7)	Additional Days Approved	34 Days

(Change Order No. 0 through No. 1)	
(8) Current Contract Time (Total of Item 6 & Item 7)	<u>174 Days</u>
(9) Additional Days Proposed	90 Days
(10)New Contract Time (Total of Item 8 & Item 9)	<u>264 Days</u>
(11)New Construction Completion Date:	March 25, 2026
Approved by:  Michael Giardullo County Engineer	Date:
Approved by:  Valerie Vicente County Attorney	Date:
Approved by:Mandy J. Hines	Date:
County Administrator	
Approved by:	Date:
Chairman	
Accepted by:	Date:
Title: EXCAVATION POINT, INC.	

# SCOPE OF WORK FY 25/26 Annual Paving Project DeSoto County Engineering Division

#### **GENERAL**

The DeSoto County Engineering Division wishes to add the roads including the County's Capital Improvement Program (CIP) for Fiscal Year 2025/2026 to the active contract 25-13-00ITB with Excavation Point Inc. The project generally includes the roads within the neighborhoods known as the Harlem Circle Area and the Golden Melody Subdivision and SW Environmental Lab Street. An additional area including SW Stroud Street, SW Tyner Avenue and SW Bragdon Avenue is also included for consideration by the Board of County Commissioners. The project quantities include ancillary items such as sod, embankment for drop off correction and shell material for driveways where needed. All work shall be compliant with the standards and specifications included in contract 25-13-00ITB.

#### **DETAILED SCOPE**

#### Area 1 – Harlem Circle Area

This area includes the following streets. Contractor shall supply a 2-inch average type S-3 asphalt overlay of the existing roadways with butt milling as needed to ensure smooth transitions. There are 126 existing driveways to receive asphalt turnouts consistent with the details in the Contract Plan Set. Contractor shall reconstruct the existing speed tables. Stop bars and speed table striping is also include.

- SW Seaboard Avenue SW MLK Jr St to SW Duke Street 0.11 miles 18' to 19' wide
- SW Hendry Street SW Seaboard Ave to End of Maintenance 0.31 miles 20' to 21' wide
- SW Spring Avenue SW MLK Jr St to SW Harlem Circle 0.14 miles 20' to 21' wide
- SW Duke Street SW Seaboard Ave to End of Maintenance 0.29 miles 12' to 21' wide
- SW Pearl Avenue SW Hendry Ave to SW Harlem Cir 0.08 miles 18' to 19' wide
- SW Harlem Circle Entire Circle 0.72 miles 18' to 20' wide
- SW Deer Run Avenue SW Harlem Cir to SW Harlem Cir 0.05 miles 19' to 21' wide

#### Area 2 – Golden Melody Subdivision

This area includes the following streets. Contractor shall mill 1.5-inches over all roadways and supply 1.5-inch type S-3 asphalt over the existing roadways. The paving work shall allow positive drainage from the existing road surface into the existing concrete gutters. This area does not include any reconstruction of driveway turnouts. Stop bars shall be installed.

- SW Golden Drive SW MLK Jr St. to end of Cul De Sac 0.21 miles 21' to 22' wide
- SW Prince Terrace SW Golden Ave to end of Cul De Sac 0.07 miles 20' to 22' wide
- SW Holiday Lane SW Golden Ave to SW Melody Dr 0.14 miles 20' to 21' wide
- SW Rainbow Avenue SW Holiday Ln to end of Cul De Sac 0.19 miles 20' to 21' wide
- SW Queen Street SW Rainbow Ave to end of Cul De Sac 0.04 miles 20' to 21' wide
- SW Melody Drive End of Cul De Sac to end of Cul De Sac 0.33 miles 20' to 21' wide

#### Area 3 - Environmental Lab Street

This Area includes the following street. Contractor shall supply a 1.25-inch average type S-3 asphalt overlay of the existing roadway with butt milling as needed to ensure smooth transitions. There are 30 existing driveways to receive asphalt turnouts consistent with the details in the Contract Plan Set. Stop bars, centerline striping and edge line striping consistent with the existing striping shall be installed.

SW Environmental Lab Street – CR 769 to End of Maintenance – 1.04 miles – 19' – 21' wide

#### Area 4 – SW Tyner Avenue, SW Stroud Street and SW Bragdon Avenue

This Area includes the following streets. Contract shall use base material to widen all streets to 20' and pave existing and widened areas with 2-inches average of type S-3 asphalt. Butt milling shall be performed to ensure smooth transitions. There are 15 existing driveways to receive asphalt turnouts consistent with the details in the Contract Plan Set. Stop bars shall be installed.

- SW Tyner Avenue SW Reynolds St to SW Stroud St 0.13 miles 20' wide
- SW Stroud Street SW Provau Ave to SW Bragdon Ave 0.13 miles 20' wide
- SW Bragdon Avenue SW Reynolds St to SW Stroud St 0.13 miles 20' wide

#### **CONTRACT TIME**

The current contract expires on December 23, 2025. Per discussion with the Contractor, a ninety (90) calendar day time extension beyond the current end date is requested to complete this work.

#### **CHANGE ORDER PRICING**

Change order has been calculated consistent with the unit costs established in Contract 25-13-00ITB. A line item summary of the work included in this change order is included on the following page followed by a cost break down by area.

SUMMARY OF PAY ITEMS								
PAYITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST		TOTAL COST		
1.1	Mobilization	LS	1	54,468.96	\$	54,468.9		
2.1	Maintenance of Traffic	LS	1	33,300.00	\$	33,300.0		
3.1	Milling	LS	1	67,205.00	\$	67,205.0		
4.1	Asphalt Type S-3 2-inch Average (Harlem Cir Area)	TN	2,287	157.98	\$	361,300.26		
4.2	Asphalt Type S-3 1.5-inch Average (Golden Melody Area)	TN	1,085	157.98	\$	171,408.30		
4.3	Asphalt Type S-3 1.25-inch Average (SW Enviromental Lab St.)	TN	901	157.98	\$	142,339.98		
4.4	Asphalt Type S-3 2-inch Average (SW Tyner, Stroud Bragdon Area)	TN	541	157.98	\$	85,467.1		
5.1	Shell Road Base (LBR 100)	CY	266	100.00	\$	26,600.0		
5.2	Embankment for Drop-Off Correction	CY	190	75.00	\$	14,250.0		
6.1	Sod	SY	3,225	6.30	\$	20,317.5		
7.1	Striping - 6-inch White Edgeline (Thermoplastic)	LF	11,050	1.43	\$	15,801.5		
7.2	Striping - 6-inch Solid Yellow (Thermoplastic)	LF	3,575	1.43	\$	5,112.2		
7.3	Striping - 6-inch Yellow Skip Stripe (30-10) (Thermoplastic)	GM	1	1,875.00	\$	1,500.0		
7.4	Striping - 24-inch White Stop Bar (Thermoplastic)	LF	512	18.00	\$	9,216.0		
	GRAND TOTAL				\$	1,008,286.93		

#### **Breakdown by Area**:

Harlem Circle Area \$ 411,013.08

Golden Melody Subdivision \$ 256,022.11

Environmental Lab Street \$ 187,100.28

Tyner/Stroud/Bragdon \$ 154,151.46

TOTAL \$ 1,008,286.93



## **DeSoto County**

#### 11/18/2025

	Item #: 21.
<ul><li>☐ Consent Agenda</li><li>☒ Regular Business</li><li>☐ Public Hearing Re</li></ul>	•
DEPARTMENT: SUBMITTED BY: PRESENTED BY:	8

#### TITLE & DESCRIPTION:

Resolution/Budget Amendment Fiscal Year 2024/2025

#### **REQUESTED MOTION:**

To adopt a Resolution relating to budget amendments 2025-163, 2025-164 and 2025-165 affecting the 2024/2025 adopted budget.

#### **SUMMARY:**

The Resolution will approve the additions, corrections and redistribution of the 2024/2025 budget.

#### **BACKGROUND:**

Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses

#### **FUNDS:**

Budget Amount: Click or tap here to enter text. Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text. Explanation: Click or tap here to enter text.

#### **DESOTO COUNTY, FLORIDA**

RESOLUTION NO. 2025- \_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2024/2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Desoto County, Florida ("the Board") adopted an annual budget for Fiscal Year 2024/2025 as required by Florida law; and

**WHEREAS,** since its adoption, the Board has examined the adopted budget for Fiscal Year 2024/2025 and finds that amendments and supplements to the budget are necessary; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:

**Section 1.** That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

**Section 2**. That the adopted budget for Fiscal Year 2024/2025 is hereby amended and supplemented as provided in Budget Amendment 2025-163, 2025-164 and 2025-165.

**Section 3.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 18th day of November 2025.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA		
Mandy Hines County Administrator	By: Joel C. Deriso Chairman		
Approved as to form and legal sufficiency	<b>'</b> :		
Valerie Vicente County Attorney			

## Packet 27 November 18, 2025

Department	Att	per
Budget Carryovers- Various Departments	2	163 Adjust FY2024/205 budget for carryovers into FY2025/26.
Law Enforcement Trust	3	164 Sheriff request L.E.T. revenues to be placed in L.E.T. Reserves Jul. to Sep. (Q4)
Various Funds-EOY	4	165 FY 24-25 EOY budget adjustments and transfers.

## 2024/2025 Budget Amendments Packet 27 November 18, 2025

Revenue Sources						Expenses Account Description			
Revenue Sources  Expenses Account Description  Puttachnent  Fund B.A. Funds Disbursed F									
Attachi General	Fund	Funds From:	Fund	ВΔ			Funds Disbursed For:		
4 1,		Various GL Accounts	001	165		1.894.00	Various GL Accounts		
		Trsf. in Courts	001	165		32,752.00			
,		Trsf. in Construction	001	165		300,000.00	- ·		
4 114,	518.00	Trsf. in Special Projects	001	165		114,518.00	Contingency		
<u></u>	164.00	-				440.464.00			
	164.00				\$	449,164.00			
chineti									
A <sup>tta</sup> chnent Special Re	evenue	Funds From:	Fund	B.A.			Funds Disbursed For:		
		Annual Street Paving Projects	102	163		129,783.00			
		Repair & Maintenance	106	163		•	Reserve for Capital		
		Professional Svcs	176	163		19,812.00			
		Insurance Reimbursement	102	165			Contingency		
4		Interest	134	165			Miscellaneous Expenses		
		Federal & Public Assistance	171	165			Contingency		
4 9, 4		State Public Assistance Cyber Safety Revenue	179 190	165 165		,	Federal Public Assistance Reserves		
		Courts Facilities Revenue	190	165			Trsf. to General		
4 32,	7 32.00	Courts Facilities Revenue	190	103		32,732.00	isi. to General		
	851.62				\$	207,851.62			
Pitach Constru Pitach Fund	al ction								
	ls	Funds From:	Fund				Funds Disbursed For:		
		Construction Costs	302	165		5,524.00			
,		Construction Costs	302	165		,	Trsf. to General Fund		
4 380,	681.00	Professional Svcs., Construction	307	165		380,681.00	Trsf. to General, FBIP Revenue		
\$ 686,	205.00	-		•	\$	686,205.00			
Patachment Patachment Patachment									
			Fund				Funds Disbursed For:		
4 123,	065.00	Various GL Accounts	410	163			Reserve for Contingency		
4 692,	179.00	Various Engineering GL Accounts	413	163		692,179.00	Contingency		
4 16,	673.00	Other Fees, Gain Loss Sale Assets	410	165		16,673.00	Contingency		
	917.00	-			\$	831,917.00	•		
Attachment Agency Fu									
P <sup>tt/2</sup> Agency Fu	ınds	Funds From:	Fund	B.A.			Funds Disbursed For:		
3 8,	115.61	Bulletproof Vests, Other Fines Etc.	601	164			Reserve for Contingency		
\$ 8,	115.61			•	\$	8,115.61			
\$ 2,183,	253.23	Total Debits		:	\$	2,183,253.23	Total Credits		

			2027/2	023			
Department	Budget Carryovers -Various D	epartments	Date	11/18/2025	Amendment #	2025-163	
		CURRENT	DEBIT	CREDIT	REVISED		
Account #	Account Description	Budget	1		Budget Amt	Explanation for Request	
10243365809901000	Contingency	662,952.00	129,783.00			Adjust FY2024/25 budget for carryovers into FY2025/	26
10260545416303010	Annual Street Paving Projects	2,754,515.00		129,783.00	2,624,732.00	County Annual Paving	
10643365109901001	Reserve for Capital	1,045,798.00	5,527.00		1,051,325.00	Dublio Sofoty	
10670715294601000	Repair & Maintenance	170,721.00	3,327.00	5,527.00	165,194.00	Fublic Salety	
100707 1329400 1000	Repair & Maintenance	170,721.00		3,327.00	105, 194.00		
17671365259900000	Contingency	-	19,812.00		19,812.00	Hurricane lan	
7671365253100000	Professional Services	544,361.25		10,462.00	533,899.25		
17671365256300000	Road/Bridge/Infras/Const.	2,302,277.00		9,350.00	2,292,927.00		
41070945369908000	Reserve for Contingency	2 722 279 00	123,065.00		2 846 242 00	Utilities Operations	
41070945369908000	Professional Services	3,723,278.00 120,500.00	123,065.00	14,708.00	105,792.00	Otilities Operations	
41070945303100000	Professional Services	127,000.00		67,461.00	59,539.00		
41070965334602000	R&R Projects (Non Capital)	186,037.00		21,673.00	164,364.00		
41070905354602000	Repair & Maintenance	128,500.00		19,223.00	109,277.00		
+1070973334000000	Trepair & Maintenance	120,500.00		19,223.00	109,277.00		
41370925359900000	Contingency	16,242,236.00	692,179.00		16,934,415.00	Utilities Capital Wastewater	
11371085353100000	Engineering	616,327.00		482,560.00	133,767.00		
41371085353100002	Engineering FDEM DW	758,243.00		142,039.00	616,204.00		
41371105353100000	Engineering	102,837.50		67,580.00	35,257.50		
	Column TOTALS		970,366.00	970,366.00		\$	-
			APPROVALS				
Board Chairman				Date:	11/18/2025	-	
County Administrator				Date:	11/18/2025		АТТ
Finance Director				Date:	11/18/2025		ATTACHMENT
		-		_	·		ı ≥ ı
Budget Coordinator				Date:	11/18/2025	-	

Department	Law Enforcement Trust	Date	11/18/2025	Amendment #	2025-164
•					

		CURRENT	DEBIT	CREDIT	REVISED	
Account #	Account Description	Budget			<b>Budget Amt</b>	Explanation for Request
0151415219901000	Reserve for Contingency	99,784.05	1,480.62		101,264.67	Sheriff request L.E.T.revenues to be placed in L.E.T. Reserves
60100003312000905	Bulletproof Vest Partnership	725.00		1,480.62	2,205.62	Jul. to Sep. (Q4)
2045444504004000		404.004.07	1 0 17 00		100 110 00	
60151415219901000	Reserve for Contingency  Other Fines and Forfeitures	101,264.67	1,847.63	4.047.00	103,112.30	
60100003590000000	Other Fines and Forfeitures	40,266.05		1,847.63	42,113.68	
60151415219901000	Reserve for Contingency	103,112.30	1,332.91		104,445.21	
60100003590000000	Other Fines and Forfeitures	42,113.68		1,332.91	43,446.59	
60151415219901000	Reserve for Contingency	104,445.21	3,454.45		107,899.66	
6010000359000000	Other Fines and Forfeitures	43,446.59	3,434.45	2.454.45	46,901.04	_
30100003390000000	Other Filles and Follettures	43,440.39		3,454.45	40,901.04	
	+		+			
	Column TOTALS		8,115.61	8,115.61	-	\$
			APPROVALS			
Board Chairman				Date:	11/18/2025	
				_	44404005	A

Board Chairman	 Date:	11/18/2025
	_	
County Administrator	Date:	11/18/2025
Finance Director	Date:	11/18/2025
Budget Coordinator	Date:	11/18/2025
Entered By	Date:	11/18/2025
•		11/10/2020

Department	Various Funds-EOY	Date	11/18/2025	Amendment #	2025-165

		CURRENT	DEBIT	CREDIT	REVISED	
Account #	Account Description	Budget	DEBIT	OKEDII	Budget Amt	Explanation for Request
00126097121400000	Overtime	- L	52.00			EOY FY24/25 budget adjustments and transfers.
00126097121200000	Salaries	51,477.00	32.00	52.00		General Fund
00138265716403000	Capital Equipment-PF	51,477.00	1,061.00	32.00	1,061.00	Certeral Turid
00138265714903000	Miscellaneous Exps-PF	24,642.00	1,001.00	1,061.00	23,581.00	
	Overtime	24,042.00	240.00	1,001.00		
00170745721400000		405.045.00	249.00	040.00	249.00	
00170745721200000	Salaries	425,615.00	500.00	249.00	425,366.00	
00199985599100000	Contingency	9,401,987.15	532.00	20.00	9,402,519.15	
00100003419000000	Copies-Planning	-		32.00	32.00	
00100003479001300	Turner Ctr Orders/Tickets	-		500.00	500.00	
		+	1,894.00	1,894.00	-	
400 4000 50000 4000		700 705 00	004.00		700 000 00	D 10 D 1
10243365809901000	Reserve for Contingency	792,735.00	904.00			Road & Bridge
10200003699200000	Insurance Reimbursement	-		904.00	904.00	
			904.00	904.00		
13471315254900000	Miscellaneous Expenses	153.00	3.60			Emergency Management
13400003611000000	Interest	-		3.60	3.60	
			3.60	3.60		
17171315259901000	Contingency	537,173.00	9,936.02		·	Hurricane IRMA
17100003316200000	Federal Public Assistance	-		8,942.42	8,942.42	
17100003342000000	State Public Assistance	-		993.60	993.60	
			9,936.02	9,936.02		
17900003315000000	Federal Public Assistance	1,853,950.00	9,038.00		1,844,912.00	Hurricane Milton
17900003345000000	State Public Assistance	-		9,038.00	9,038.00	
			9,038.00	9,038.00		
19024106019900000	Reserves	528,302.00	96.00		528,398.00	Courts Article V
19000003490100000	Cyber Safety Revenue	-		96.00	96.00	
			96.00	96.00		
19024105819100001	TRSF to Facilities Gen Fund	119,000.00	32,752.00		151,752.00	Courts Facilities transfer true-up
19000003489305031	Courts Facilities Revenue	119,000.00		32,752.00	151,752.00	
00199985599100000	Contingency	9,402,519.15	32,752.00		9,435,271.15	
00100003810000190	TRSF from Court Fees	119,000.00		32,752.00	151,752.00	
			65,504.00	65,504.00		
			, -	,		
	1	<u> </u>	<u> </u>			260

		CURRENT	DEBIT	CREDIT	REVISED			
Account #	Account Description	Budget			<b>Budget Amt</b>	Explanation for Request		
30200003611000000	Interest	-	5,524.00		(5,524.00)	Capital Construction Funds		
30226005196500000	Construction Costs	4,014,758.00		305,524.00	3,709,234.00			
30226005819100001	Trsf. To General Fund	-	300,000.00		300,000.00			
00199985599100000	Contingency	9,435,271.15	300,000.00		9,735,271.15			
00100003810000302	Trsf. From Construction	-		300,000.00	300,000.00			
			605,524.00	605,524.00				
30770765819100001	Trsf. to General Fund	_	114,518.00		114 518 00	Special Projects		
30770765723100000	Professional Svcs.	75,287.00	111,010.00	1,912.00		Liverpool Boat Ramp transfer closeout		
30770765726301000	Construction	1,093,585.00		378,769.00	714,816.00			
30700003347020108	FBIP Grant Liverpool	969,085.00	266,163.00		702,922.00			
00199985599100000	Contingency	9,735,271.15	114,518.00		9,849,789.15			
00100003810000307	Trsf. From Special Projects	293,240.00		114,518.00	407,758.00			
			495,199.00	495,199.00	-			
41070945369908000	Reserve for Contingency	3,846,343.00	16,673.00		3 863 016 00	Utilities Operations		
41000003435006001	Other Sewer Fees/Charges	-	10,070.00	100.00	100.00	Cuminos oporations		
41000003640000000	Gain/Loss on Sale of Assets	-		16,573.00	16,573.00			
			16,673.00	16,673.00				
	Column TOTALS		1,204,771.62	1,204,771.62		\$ -		
	APPROVALS							

Board Chairman	Date:	11/18/2025
	·	
County Administrator	Date:	11/18/2025
Finance Director	Date:	11/18/2025
Budget Coordinator	Date:	11/18/2025
Entered By	Date:	11/18/2025
	Date.	11/10/2023



## **DeSoto County**

#### 11/18/2025

	Item #: 22.						
<ul><li>☐ Consent Agenda</li><li>☒ Regular Business</li><li>☐ Public Hearing Re</li></ul>	•						
DEPARTMENT: SUBMITTED BY: PRESENTED BY:	8						

#### TITLE & DESCRIPTION:

Resolution/Budget Amendment Fiscal Year 2025/2026

#### **REQUESTED MOTION:**

To adopt a Resolution relating to budget amendments 2026-9, 2026-13, 2026-14, 2026-15, 2026-16, 2026-18, 2026-19 and 2026-20 affecting the 2025/2026 adopted budget.

#### **SUMMARY:**

The Resolution will approve the additions, corrections and redistribution of the 2025/2026 budget.

#### **BACKGROUND:**

Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses

#### **FUNDS:**

Budget Amount: Click or tap here to enter text. Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text. Explanation: Click or tap here to enter text.

#### **DESOTO COUNTY, FLORIDA**

**RESOLUTION NO. 2025-**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Desoto County, Florida ("the Board") adopted an annual budget for Fiscal Year 2025/2026 as required by Florida law; and

**WHEREAS,** since its adoption, the Board has examined the adopted budget for Fiscal Year 2025/2026 and finds that amendments and supplements to the budget are necessary; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:

**Section 1.** That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

<u>Section 2</u>. That the adopted budget for Fiscal Year 2025/2026 is hereby amended and supplemented as provided in Budget Amendment 2026-09, 2026-13, 2026-14, 2026-15 2026-16, 2026-18, 2026-19 and 2026-20.

**Section 3.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 18th day of November 2025.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA				
Mandy Hines County Administrator	By: Joel C. Deriso Chairman				
Approved as to form and legal sufficiency	r:				
Valerie Vicente County Attorney					

## Packet 3 November 18, 2025

Department	Atti	chrient	The difficult Description
General Fund	2	9	Budget adjustment for EDR salary updates for Constitutional Officers.
Budget Carryovers-Various Departments	3	13	Adjust FY 2025/26 budget for prior years carryovers.
Opioid Fund	4	14	Budget unused County & State funds.
Capital Road Grant Projects	5	15	Adjust FY 2025/26 budget.
Special Projects	6	16	CDBG grant fund increase due to Engineering costs for the Desoto Middle School.
Public Safety	7	18	Budget station 2 replacement generator project.
E911	8	19	Transfer funds from reserves to cover costs for existing E911 service until all phone carriers are migrated to Next Gen 911.
Sheriff	9	20	Budget Sheriff's Office replacement fire alarm system.

## 2025/2026 Budget Amendments Packet 3 November 18, 2025

		Revenue Sources			Expenses Account Description				
	General Fund								
*13	Samaral Francis	Cundo Cuono.	المراجعة	Д Λ			Funda Diabumand Fam		
2	General Fund	Funds From:	Fund 001	в.А. 9		41 676 00	Funds Disbursed For: GL Expense Accounts		
9		Contingency, Various GL Accounts Contingency	001	20			Various Capital Outlay Accounts		
3	49,930.00	Contingency	001	20		49,930.00	Various Capital Outlay Accounts		
-	\$ 91,626.00	_			\$	91,626.00	•		
	ent								
. 0	Shirie								
Atto	<sub>Shment</sub> Special Revenue	Funds From:	Fund	B.A.			Funds Disbursed For:		
3	129,783.00	Fund Balance	102	13		129,783.00	Annual Street Paving		
3	5,527.00	Fund Balance	106	13		5,527.00	Professional Svcs.		
3	19,812.00	Fund Balance	176	13		19,812.00	Professional Svcs.		
4	,	Fund Balance	107	14		•	Various GL Expense Accounts		
7	,	Reserve for Capital	106	18			Capital Equipment		
8	15,000.00	Reserve for Capital Improvements	133	19		15,000.00	Communications		
_	\$ 445,473.37	_			\$	445,473.37	-		
					Ψ	440,470.07			
	Capital Construction Funds								
rta	Construction	Funds From:	Fund	ВΛ			Funds Disbursed For:		
5	620 775 00	Various GL revenue accounts.	307	15		620 775 00	Various GL expense accounts		
6		CDBG Mitigation Revenue	307	16			Non Major Capital Improvement		
Ū	00,000.00	ODDO Miligation November	001	.0		33,333.33	Tion Major Suprial Improvement		
_	\$ 650,775.00	-			\$	650,775.00	•		
	<sub>Shment</sub> Enterprise Funds								
-(	thus.								
Pitio	<b>Enterprise Funds</b>	Funds From:	Fund	B.A.			Funds Disbursed For:		
3	123,065.00	Fund Balance	410	13		123,065.00	Various GL Expense Acounts		
3	692,179.00	Fund Balance	413	13		692,179.00	Various Engineering Expense Accts.		
_	ф 045 044 00	_			_	045 044 00			
	\$ 815,244.00				\$	815,244.00			
	in Ment								
Nta	<sub>Shrife</sub> nt Agency Funds	Funds From:	Fund	ВΔ			Funds Disbursed For:		
Y 1	Agency Funds	T UTUS T TOTTI.	i unu	₽.∧.			Turius Disburseu FUI.		
_	\$ -	-			\$	-	•		
	\$ 2,003.118.37	Total Debits			\$	2,003,118.37	Total Credits		
_	\$ 2,003,118.37	Total Debits			\$	2,003,118.37	Total Credits		

#### 2025/2026

Department	General Fund		Date	11/18/2025	Amendment #	2026-9	
		CURRENT	DEBIT	CREDIT	REVISED		
Account #	Account Description	Budget			<b>Budget Amt</b>	Explanation for Request	
00126015121100000	Commissioners Salaries	216,565.00	7,280.00		223,845.00	Budget adjustment for EDR salary updates for Constitutional	
00126015122100000	FICA	60,162.00	560.00		60,722.00	Officers.	
00126015122200000	Retirement	241,031.00	3,970.00		245,001.00	BOCC	
00126015122300000	Employee Insurance	129,542.00	20.00		129,562.00		
00126015122400000	Workers Compensation	15,656.00	145.00		15,801.00		
00199985599100000	Contingency	10,316,394.00		11,975.00	10,304,419.00		
00122035131000000	Personnel	1,181,881.00	6,497.00		1,188,378.00	Property Appraiser	
00122035139108000	Other Agency Funding	(18,450.00)	540.00		(17,910.00)		
00199985599100000	Contingency	10,304,419.00		7,037.00	10,297,382.00		
00123045131000000	Personnel Services	1,085,835.00	7,772.00		1,093,607.00	Tax Collector	
00199985599100000	Contingency	10,297,382.00		7,772.00	10,289,610.00		
00123065131000000	Personnel Services	366,943.00	2,000.00		368,943.00	Clerk of Courts	
00199985599100000	Contingency	10,289,610.00		2,000.00	10,287,610.00		
00125065131100000	Supervisor of Elections Salary	132,056.00	4,005.00		136,061.00	Supervisor of Elections	
00125065131200000	Regular Salaries	97,020.00		1,900.00	95,120.00		
00125065131400000	Overtime	3,827.00		1,901.00	1,926.00		
00125065132100000	FICA	17,817.00	16.00		17,833.00		
00125065132200000	Retirement	86,212.00	1,652.00		87,864.00		
00125065132300000	Employee Insurance	23,771.00	80.00		23,851.00		
00125065132400000	Workers Compensation	5,338.00	=	697.00	4,641.00		
00199985599100000	Contingency	10,287,610.00		1,255.00	10,286,355.00		
00125085211000000	Personnel Services	8,651,742.00	7,139.00		8,658,881.00	Sheriff/Law Enforcement	
00199985599100000	Contingency	10,286,355.00		7,139.00	10,279,216.00		
	Column TOTALS		41,676.00	41,676.00		\$ -	

**APPROVALS** 

Board Chairman	Date:	11/18/2025
County Administrator	Date:	11/18/2025
Finance Director	Date:	11/18/2025
Budget Coordinator	Date:	11/18/2025
Entered By	Date:	11/18/2025

Department	Budget Carryovers-Various Dep	Date	11/18/2025	Amendment #	2026-13			
		CURRENT	DEBIT	CREDIT	REVISED			
Account #	Account Description	Budget			Budget Amt	Explanation for Request		
10260545416303010	Annual Street Paving Projects	1,500,000.00	129,783.00		1,629,783.00	Adjust FY 2025/26 budget for prior year carryovers.		
10200003990000000	Fund Balance	1,476,814.00		129,783.00	1,606,597.00	County Annual Paving		
					-			
10670715294601000	Repapir & Maintenance	182,350.00	5,527.00		187,877.00	Public Safety		
10600003990000002	Fund Balance	1,974,045.00		5,527.00	1,979,572.00			
17671365253100000	Professional Services	475,431.00	10,462.00		485,893.00	Hurricane lan		
17671365256300000	Road/Bridge/Infras./Const.	2,000,000.00	9,350.00		2,009,350.00			
17600003990000000	Fund Balance	101,980.00		19,812.00	121,792.00			
41070945363100000	Professional Services	40,000.00	14,708.00		54,708.00	Utilities Operations		
41070965333100000	Professional Services	150,000.00	67,461.00		217,461.00			
41070965334602000	R&R Projects (Non Capital)	187,500.00	21,673.00		209,173.00			
41070975354600000	Repair & Maintenance	135,000.00	19,223.00		154,223.00			
41000003990000000	Fund Balance	3,234,155.00		61,532.50	3,295,687.50			
41000003990100000	Fund Balance	3,234,155.00		61,532.50	3,295,687.50			
41371085353100000	Engineering	-	482,560.00		482,560.00	Utilities Capital Wastewater		
41371085353100002	Engineering FDEM DW	-	142,039.00		142,039.00			
41371105353100000	Engineering	-	67,580.00		67,580.00			
41300003990000000	Fund Balance	12,032,991.00		692,179.00	\$ 12,725,170.00			
	Column TOTALS		970,366.00	970,366.00		\$		-
		<u>.</u>	APPROVALS					
Board Chairman				Data	11/19/2025			
Board Chairman				Date:	11/18/2025	-		7
County Administrator				Date:	11/18/2025	-	АПТ	
Finance Director				Date:	11/18/2025	-	ATTACHMENT	
Budget Coordinator				Date:	11/18/2025	-	ENT	
Entered By				Date:	11/18/2025	_	3	

#### 2025/2026

Department	Opioid Fund		Date	11/18/2025	Amendment #	2026-14
		CURRENT	DEBIT	CREDIT	REVISED	
Account #	Account Description	Budget			<b>Budget Amt</b>	Explanation for Request
10721045643400000	Contracted Services	16,500.00	66,303.57		82,803.57	Budget unused County & State funds.
10721045644000000	Travel	5,000.00	10,984.04		15,984.04	
10721045645200000	Operating Supplies	5,000.00	14,288.76		19,288.76	
10721045645500000	Training	8,491.00	18,381.00		26,872.00	
10721055643000000	Operating Expenses	-	38,405.00		38,405.00	
10721055644610000	Non Major Capital Improvement	-	52,500.00		52,500.00	
10700003990000000	Fund Balance	400.00		200,862.37	201,262.37	
	Column TOTALS		200,862.37	200,862.37		-
		<u>.</u>	APPROVALS			
Board Chairman				Date:	11/18/2025	<u>-</u>
County Administrator				Date:	11/18/2025	A
•						-   т <mark>ас</mark>
Finance Director				Date:	11/18/2025	ATTACHMENT
<b>Budget Coordinator</b>				Date:	11/18/2025	Ä

Date:

11/18/2025

Entered By

#### 2025/2026

Bopartifold Capital Road Claim Projects	Department Capi	ital Road Grant Projects		Date	11/18/2025	Amendment #	2026-15
-----------------------------------------	-----------------	--------------------------	--	------	------------	-------------	---------

30400003314000022	Account Description  LAP 442022 CR760A Shores  LAP 442022 CR760A Shores  LAP 444206 CR760 17 to Astor  LAP 444206 CR760 17 to Astor	Budget	486,226.00	486,226.00	Budget Amt 486,226.00 486,226.00	Explanation for Request  Adjust FY 2025/2026 budget for project carryovers.
30400003314000022	LAP 442022 CR760A Shores  LAP 444206 CR760 17 to Astor		486,226.00	486,226.00		Adjust FY 2025/2026 budget for project carryovers.
	LAP 444206 CR760 17 to Astor	601,260.00		486,226.00	486 226 00	
30460555416300206		601,260.00			100,220.00	
30460555416300206		601,260.00				
	LAP 444206 CR760 17 to Astor		10,262.00		611,522.00	
30400003314000206		601,260.00		10,262.00	611,522.00	
30460555416300207	LAP 444207 SE West	675,307.00	21,079.00		696,386.00	
	LAP 444207 SE West	675,307.00		21,079.00	696,386.00	
30460555416300324	LAP 444324 SW Kingsway	615,811.00	23,174.00		638,985.00	
	LAP 444324 SW Kingsway	615,811.00	20,174.00	23,174.00	638,985.00	
30460555416300403	SRSC 453403 NE Cubitis	2,353,344.00	1,560.00		2,354,904.00	
30400003349000403	SRSC 453403 NE Cubitis	2,353,344.00		1,560.00	2,354,904.00	
30460555416300435	SCOP 453435 SE Hargrave	1,550,097.00	1,560.00		1,551,657.00	
30400003349000435	SCOP 453435 SE Hargrave	1,550,097.00		1,560.00	1,551,657.00	
30460555416300741	SCOP 448741 SW Liverpool	741,596.00	2,174.00		743,770.00	
30400003349000741	SCOP 448741 SW Liverpool	741,596.00		2,174.00	743,770.00	
30460555416300742	SCRAP 448742 CR661 SR72	3,829,739.00	74,740.00		3,904,479.00	
	SCRAP 448742 CR661 SR72	3,829,739.00	14,140.00	74,740.00	3,904,479.00	
	Column TOTALS		620,775.00	620,775.00		\$ -
	33.3	<b>_</b>	APPROVALS	323,3.00		1.*

Board Chairman	Date: _	11/18/2025
County Administrator	Date:	11/18/2025
Finance Director	Date:	11/18/2025
Budget Coordinator	Date:	11/18/2025
Entered By	Date:	11/18/2025

ATTACHMENT 5

#### 2025/2026

Department	Special Projects		Date	11/18/2025	Amendment #	2026-16
		CURRENT	DEBIT	CREDIT	REVISED	
Account #	Account Description	Budget			Budget Amt	Explanation for Request
30771315254600000	Non Capital Major Improvement	419,000.00	30,000.00		449,000.00	CDBG grant fund increase due to Engineering costs for the
30700003312000000	CDBG Mitigation Grant	500,000.00		30,000.00	530,000.00	Desoto Middle School Generator.
	Column TOTALS		30,000.00	30,000.00		-
			<b>APPROVALS</b>			
Board Chairman				Date:	11/18/2025	_
County Administrator				Date:	11/19/2025	A
County Administrator				Date:	11/18/2025	-   <sup>ГТ</sup> А
Finance Director				Date:	11/18/2025	ATTACHMENT
Budget Coordinator				Date:	11/18/2025	_   Ē

Date:

11/18/2025

Entered By

#### 2025/2026

Department	Public Safety		Date	11/18/2025	Amendment #	2026-18
		CURRENT	DEBIT	CREDIT	REVISED	
Account #	Account Description	Budget			Budget Amt	Explanation for Request
10670715296400000	Capital Equipment	77,000.00	74,489.00			Budget PSD station 2 generator replacement.
10643365109901001	Reserve for Capital	281,283.00		74,489.00	206,794.00	
	Column TOTALS		74,489.00	74,489.00		\$ -
	GOIGHIN TOTALO		APPROVALS	74,400.00		
			ATTROVALO			
Board Chairman				Date:	11/18/2025	_
County Administrator				Date:	11/18/2025	AT
				24.6.	,,	-   TAX
Finance Director				Date:	11/18/2025	ATTACHMENT
<b>Budget Coordinator</b>				Date:	11/18/2025	_   ""

Date:

11/18/2025

Entered By

Department	E911		Date	11/18/2025	Amendment #	2026-19	
		CURRENT	DEBIT	CREDIT	REVISED		
Account #	Account Description	Budget			Budget Amt	Explanation for Request	
13371425264100000	Communications	4,100.00	15,000.00		19,100.00	Transfer funds from reserves to cover costs for existing	
13371425269900000	Reserve for Capital Improvements	358,716.00		15,000.00	343,716.00	E911 service until all phone carriers are migrated to Next Gen	
						911	
	Column TOTALS		15,000.00	15,000.00		\$	_
		l	APPROVALS	,,,,,,			
			7				
Board Chairman				Date:	11/18/2025		
board Chairman				Date.	11/10/2023	-	_
County Administrator				Date:	11/18/2025	ATT	
Finance Director				Date:	11/18/2025	ATTACHMENT	
Budget Coordinator				Date:	11/18/2025	-   ĒNT	
Entered By				Date:	11/18/2025	ο	

#### 2025/2026

Department	Sheriff		Date	11/18/2025	Amendment #	2026-20	
		CURRENT	DEBIT	CREDIT	REVISED		
Account #	Account Description	Budget			Budget Amt	Explanation for Request	
00125075256000000	Capital Outlay	8,000.00	9,950.00		17,950.00	Budget Sherrif's Office replacement fire alarm system.	
00125085216000000	Capital Outlay	335,000.00	20,000.00		355,000.00		
00125105216000000	Capital Outlay	25,000.00	20,000.00		45,000.00		
00199985599100000	Contingency	10,279,216.00		49,950.00	10,229,266.00		
	Column TOTALS		49,950.00	49,950.00		\$	
	Column TOTALS		APPROVALS	49,950.00		1 2	-
			APPROVALS				
Board Chairman				Date:	11/18/2025	_	
County Administrator				Date:	11/18/2025		АТТ
Finance Director				Date:	11/18/2025		ATTACHMENT
Budget Coordinator				Date:	11/18/2025		/ENT

Date:

11/18/2025

Entered By



## **DeSoto County**

#### 11/18/2025

Item #: 23.				
☐ Consent Agenda ☑ Regular Business ☐ Public Hearing Ag	•			
DEPARTMENT: SUBMITTED BY: PRESENTED BY:	, s			

#### TITLE & DESCRIPTION:

Osceola/VCH Mediated Settlement Agreement (FLUEDRA)

#### **REQUESTED MOTION:**

Motion to accept/deny the Mediated Settlement Agreement.

#### **SUMMARY:**

The County participated in the mandatory mediation required by Section 70.51, Florida Statutes, as a result of a petition filed by VCH Holdings and Osceola Organics, challenging the Board's denial of their Special Exception application for a biosolids composting facility. The parties have reached a mediated settlement agreement which is included in the agenda for the Board's consideration.

#### **BACKGROUND:**

On or about August 21, 2024, Osceola Organics, LLC ("Osceola") submitted a Special Use application to the County requesting Special Exception approval to operate a 32-acre biosolids composting facility on VCH Holdings, LLC's ("VCH") real property.

Thereafter, on March 4, 2025, the DeSoto County Planning Commission held a duly noticed public hearing on Osceola's application and forwarded its recommended approval to the DeSoto County Board of County Commissioners (the "Board"). Then, on March 25, 2025, the Board held a duly noticed public hearing on the application and tabled the item until April 22, 2025.

On April 22, 2025, the Board held a second duly noticed public hearing on Osceola's application, where additional testimony and evidence was presented by County staff, the applicant, and interested parties. Following the conclusion of the public hearing on April 22, 2025, the Board denied Osceola's application.

On May 29, 2025, Osceola and VCH (as "Petitioners") initiated the process prescribed in

#### ITEM #: 23.

section 70.51, Florida Statutes, by filing Petitioners' Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA"). On September 3, 2025, the County served its Response to Petitioners' Request.

In accordance with the requirements of FLUEDRA, on October 8, 2025, the Petitioners and the County participated in a public hearing before Special Magistrate Mark P. Barnebey, which resulted in the negotiation of the terms and conditions of a Mediated Settlement Agreement.

The County Attorney's office recommends adoption of the proposed Mediated Settlement Agreement, which includes the original 12 recommended conditions prepared by staff and contained in their staff report, as well as an additional 8 conditions, as set forth in Section 3 therein.

#### **FUNDS:**

Budget Amount: NA

Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text. Explanation: Click or tap here to enter text.

In Re: Request for Relief Under the Florida Land Use and Environmental Dispute
Resolution Act
VCH HOLDINGS, LLC and OSCEOLA ORGANICS, LLC (Petitioners)
DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS (Respondent)

#### MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT ("Agreement") is made by and among VCH HOLDINGS, LLC ("VHC"), whose principal address is 5389 NW Lily Avenue, Arcadia, Florida 34266, OSCEOLA ORGANICS, LLC ("Osceola") whose principal address is 15051 Frank Jarrell Road, Clermont, Florida 34714 (collectively, the "Petitioners" or "Applicants"), and DESOTO COUNTY, a political subdivision of the State of Florida (the "County"), whose mailing address is 201 E. Oak Street, Arcadia, Florida 34266, who are collectively referred to in this Agreement as the "Parties." This Agreement shall be deemed effective on the date approved by the DeSoto County Board of County Commissioners, as evidenced by execution by the Chairman of the DeSoto County Board of County Commissioners or his designee.

#### **RECITALS**

**WHEREAS**, on or about August 21, 2024, Osceola submitted a Special Use application to the County requesting Special Exception approval to operate a 32-acre biosolids composting facility on VCH's real property; and

**WHEREAS**, on March 4, 2025, the DeSoto County Planning Commission held a duly noticed public hearing on Osceola's application and forwarded its recommended approval to the DeSoto County Board of County Commissioners; and

**WHEREAS**, on March 25, 2025, the Board of County Commissioners held a duly noticed public hearing on the application and tabled the item until April 22, 2025; and

**WHEREAS**, on April 22, 2025, the Board of County Commissioners held a second duly noticed public hearing on Osceola's application, where additional testimony and evidence was presented by County staff, the applicant, and interested parties; and

WHEREAS, following the conclusion of the public hearing on April 22, 2025, the Board of County Commissioners denied Osceola's application seeking Special Exception approval to operate a biosolids composting facility on VCH's real property; and

**WHEREAS**, on May 29, 2025, Petitioners initiated the process prescribed in section 70.51, Florida Statutes, by filing Petitioners' Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act; and

**WHEREAS**, on September 3, 2025, the County served its Response to Petitioners' Request; and

- **WHEREAS**, on October 8, 2025, the Petitioners and the County participated in a public hearing before Special Magistrate Mark P. Barnebey, which resulted in the negotiation of the terms and conditions set forth herein; and
- **WHEREAS**, the October 8, 2025, public hearing was duly noticed in accordance with the provisions of section 70.51(15), Florida Statutes; and
- **WHEREAS**, the Petitioners and the County desire to voluntarily execute this Mediated Settlement Agreement to resolve any and all issues and claims raised in, and related to, Petitioners' Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act.
- **NOW, THEREFORE**, in consideration of the premises, promises, mutual covenants, and conditions contained herein, and each act done pursuant hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed by the Parties that:
- 1. <u>Effect of Recitals</u>. The recitals set forth above are true and correct and incorporated by reference into this Agreement.
- 2. The Petitioners and the County agree, acknowledge, and warrant that this Mediated Settlement Agreement is intended as a comprehensive settlement of all issues raised by the Petitioners in their Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act, dated May 29, 2025.
- 3. <u>Petitioners' Obligations</u>. In consideration of the terms set forth herein, the Petitioners VCH HOLDINGS, LLC and OSCEOLA ORGANICS, LLC, agree to the following terms, conditions, and obligations. As used in this section, "Applicant" shall mean OSCEOLA ORGANICS, LLC.
- a. Applicant agrees to line the leachate collection pond for the facility prior to commencing operation of the biosolids treatment facility.
- b. Applicant agrees to construct a three-foot earthen berm around the leachate pond prior to commencing operation of the biosolids treatment facility.
- c. Applicant agrees to construct the impervious pad for processing materials at an elevation at least two feet above the 100-year flood plain elevation.
- d. Applicant agrees to maintain the elevation of leachate in the leachate pond at a level below 80% of the leachate pond's permitted fluid capacity and will pump down and appropriately dispose of leachate to maintain leachate levels below that threshold. As used herein, "appropriately dispose of" shall mean either disposing the leachates off-site or utilizing the leachate to spray composting materials for purposes of hydration during the curing so long as said spraying of leachate occurs on materials located on the impervious pad for processing said materials.
- e. Applicant agrees to develop an emergency management plan for the leachate pond to provide for pump down to the extent feasible dependent on groundwater elevation and

appropriately dispose of leachate, as set forth above, when the National Hurricane Center three-day warning and forecast cone for storm center includes the biosolids treatment facility property. Applicant will provide the emergency management plan to the County prior to commencing operations of the biosolids treatment facility.

- f. Applicant agrees to retain an independent third party to collect leachate samples, and retain sample control through transport and testing. Applicant agrees to provide copies of test results required by FDEP Permit Number FLAB07481-001-DW1S to the County at the time of submission to FDEP.
- g. Applicant agrees to construct a grassy swale to polish water discharged from the project's surface water management system outfall identified in FDEP Environmental Resource Permit No. 454898-001-E1.
- h. Applicant accepts the 12 conditions set forth in the Special Exception Use App. USE-0192-2024, subject to amending Condition No. 7 to provide that County personnel may inspect the site once per year during normal business hours with 24 hours' notice to ensure owner/operator's compliance with the special exception use approval/conditions.
- i. Applicant agrees to limit incoming loads of biosolids to 30 truckloads each weekday and to 15 truckloads each Saturday.
- 4. <u>County's Obligation(s)</u>. In consideration of the terms set forth herein, the County agrees to adopt an Amended Resolution Approving Special Exception Use Application (USE-0192-2024) for a Class AA Biosolids Processing Facility for Osceola Organics, LLC within the Agricultural-10 Zoning District, for the specific parcels at issue, and incorporating the specific conditions and agreements identified in section 3 of this Agreement immediately above.
- 5. No Further Litigation. In consideration of the terms set forth above, the Petitioners, VCH HOLDINGS, LLC and OSCEOLA ORGANICS, LLC, also hereby agree, on the Petitioners' own behalf as well as any heirs, executors, administrators, and assigns, to waive, release, forever discharge, and voluntarily covenant not to sue the County regarding any actions or omissions that occurred prior to execution of this Agreement in relation to the subject matter of this Agreement. This includes, but is not limited to, claims for appellate, declaratory, and/or injunctive relief, and actions which could have been initiated pursuant to Chapter 70, Florida Statutes, Chapter 86, Florida Statutes, Chapter 163, Florida Statutes, and/or 42 U.S.C. § 1983.

Petitioners hereby affirm that they, individually and/or collectively, have not transferred or assigned to any person or entity any rights, claims, or causes of action which the Petitioners have or might have had against the County. Petitioners also affirm they, individually and/or collectively, have not filed, caused to be filed, or presently are a party to any claim, complaint, or action against the County in any forum or form, other than those specifically enumerated by case number herein. Petitioners further agree that there is no reason to bring any suit, charge, complaint, or similar action against the County relating to the subject matter of this Agreement and that the Petitioners will not do so in the future regarding any matters that existed prior to the execution of this Agreement. Petitioners hereby agree that if they, individually and/or collectively, do file any such

suit, charge, complaint, or similar action relating to the subject matter of this Agreement that existed prior to the execution of this Agreement, that the County may submit a copy of this Agreement to the appropriate court, agency, or other body and that this Agreement shall act as a voluntary dismissal with prejudice by the Petitioners of any such suit, charge, complaint, or similar action.

- 6. <u>No Admission of Liability</u>. The execution of this Agreement is a matter of convenience and shall not be considered as an admission of any fact or liability of any type whatsoever by any of the Parties.
- 7. <u>Attorneys' Fees and Costs</u>. Each Party to this Agreement shall be responsible for its own attorneys' fees and costs incurred in the above-captioned action.
- 8. <u>Warranties as to Litigation</u>. Petitioners warrant there are no other pending lawsuits, Complaints, or Charges filed by the Petitioners, individually and/or collectively, relating to the County other than referenced herein.
- 9. Warranties as to Signature. This Agreement is signed by the Petitioners and by authorized representatives of the County. By signing this Agreement, each signatory declares, represents, and warrants that: (1) the person has the full authority to bind the entity on whose behalf he or she signs this Agreement; (2) the individual and the entity which has granted signatory authority to the individual fully understand the terms of this Agreement and this Agreement constitutes a legal, valid, and binding obligation of the individual and the entity, enforceable in accordance with its terms; (3) the individual and the entity which has granted signatory authority to the individual voluntarily accept the terms of this Agreement for the purpose of compromising, disposing of, and settling the claims identified above; and (4) no other authorization, approval, consent, or court order is required on behalf of such Party.
- 10. <u>Subsequent Acts</u>. Each of the Parties agrees to cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms, conditions, and intent of this Agreement.
- 11. <u>Enforceability of Agreement</u>. The Parties understand and agree that the promises and undertakings set forth herein are the sole consideration for the Agreement, that the conditions stated herein are contractual and not mere recitals, and that all agreements and undertakings on the subject matter hereof are express and embodied herein. Anything herein to the contrary notwithstanding, this Agreement may be fully enforced by any action at law or in equity and nothing herein shall preclude or be construed to preclude any action in law or in equity to enforce the provisions of this Agreement.
- 12. <u>Survival</u>. The representations and warranties set forth herein, and the obligations and covenants of this Agreement, survive the execution of the Agreement.
- 13. <u>Full Disclosure</u>. The Parties acknowledge and agree that each is releasing certain rights and assuming certain duties and obligations which, but for this Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Agreement is fully and adequately

supported by consideration and is fair and reasonable, that the Parties have had the opportunity to consult with and have, in fact, consulted with such experts of their choice as they may have desired, and that they have had the opportunity to discuss this matter with counsel of their choice.

#### 14. **General Provisions.**

- a. This Agreement contains contractual obligations that are not mere recitals.
- b. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of DeSoto.
- c. The Parties agree to the execution of this Agreement in counterparts. Facsimile and scanned copies of this Agreement, and any signatures, shall be considered originals for all purposes.
- d. The Parties acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent, and the resulting document shall not, as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- e. If any provision or term of this Agreement is deemed to be illegal or unenforceable in any respect, such provision or term shall not affect any other provision or term hereof, and this Agreement shall be construed as if the provision or term had never been contained herein.
- f. This Agreement contains the entire agreement of the Parties and no representations, inducements, promises, or agreements between the Parties not contained in this Agreement will be of any force and effect. Any amendments, modifications, additions, or alteration of this Agreement must be in writing and executed with the same formalities as the Agreement.
- 15. **Representation.** The Parties acknowledge that they are and have been represented by counsel in connection with the negotiation of this Agreement, that the provisions of this Agreement and the legal effect thereof have been fully explained to them, and that they have entered into this Agreement freely, voluntarily, and without coercion or undue influence.

THE SIGNATORIES TO THIS AGREEMENT ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

VCH HOLDINGS, LLC	<b>DESOTO COUNTY, FLORIDA</b> , a political subdivision of the State of Florida
Signature:	Signature:
Date:	Name:
	Title:
OSCEOLA ORGANICS, LLC	Date:
Signature:	_
Date:	



## **DeSoto County**

#### 11/18/2025

Item #: 24.				
<ul><li>☐ Consent Agenda</li><li>☒ Regular Business</li><li>☐ Public Hearing Ot</li></ul>	•			
DEPARTMENT: SUBMITTED BY: PRESENTED BY:	Legal Valerie Vicente, County Attorney Valerie Vicente, County Attorney			

#### TITLE & DESCRIPTION:

Amended Resolution 2025-031, Approving Special Exception Use for Osceola/VCH pursuant to Mediated Settlement Agreement

#### **REQUESTED MOTION:**

Motion to approve Amended Resolution 2025-031.

#### **SUMMARY:**

In the event that the Board approves the Mediated Settlement Agreement, the terms of said Agreement require that the Board adopt an Amended Resolution 2025-031, approving Osceola/VCH's Special Exception Use application for a biosolids composting facility, and further incorporating the negotiated settlement terms and conditions.

#### **BACKGROUND:**

For a complete background and factual history, please refer to the agenda item immediately preceding this regarding the Mediated Settlement Agreement between the County, Osceola Organics, LLC, and VCH Holdings, LLC.

If the Board approves the Mediated Settlement Agreement, the County is required to amend Resolution 2025-031 to provide that Osceola's and VCH's Special Exception Use application is approved, and include all of the additional negotiated conditions of settlement, which will be reflected in a newly adopted Amended Resolution 2025-031(A).

Subject to amending Condition No. 7 to provide that County personnel may inspect the site once per year during normal business hours with 24 hours' notice to ensure owner/operator's compliance with the special exception use approval/conditions, Amened Resolution 2025-031(A) provides for all of the original conditions recommended by staff for approval, as well as additional conditions negotiated through the mediation process

#### **FUNDS:**

#### ITEM #: 24.

Budget Amount: Click or tap here to enter text. Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text. Explanation: Click or tap here to enter text.

#### **DESOTO COUNTY, FLORIDA**

#### AMENDED AND RESTATED RESOLUTION NO. 2025-031(A)

AN AMENDED AND RESTATED RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING WITH CONDITIONS A SPECIAL EXCEPTION USE (USE-0192-2024) FOR A CLASS AA BIOSOLIDS PROCESSING FACILITY FOR OSCEOLA ORGANICS, WITHIN THE AGRICULTURAL-10 ZONING DISTRICT; THE PARENT PARCEL IS +757.88 ACRES, THE LEASE AREA IS +413.94 ACRES, WITH A PROJECT AREA OF +32.03 ACRES; THE PROPERTY IS LOCATED ON NW HIGHWAY 70, AND THE PROPERTY IDENTIFICATION NUMBERS ARE 03-37-23-0000-0010-0000, 03-37-23-0314-0010-0010, 03-37-23-0313-0010-0010, 03-37-23-0305-0010-0010, 03-37-23-0312-0010-0010, 0304-0010-0010, AND 10-37-23-0000-0020-0000; INCORPORATING THE WHEREAS CLAUSES: AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 21, 2024, a Special Exception Use application and required review fee was submitted to the Development Department (USE-0192-2024) by Osceola Organics LLC ("Applicant" or "Osceola") requesting approval of a Special Exception to allow a biosolids processing facility within an approximate 32.03 acre project area on a 413.94-acre lease area within a 757.88-acre parcel zoned Agricultural-10 (A-10), located on NW Highway 70 (the "Subject Property") (generally, the "Application"); and

**WHEREAS**, the DeSoto County Property Appraiser records show that the Subject Property is located on NW Highway 70 and is owned by VCH Holdings, LLC ("VCH") (Exhibit A: General Location Map); and

WHEREAS, the 2040 Future Land Use Map shows the Subject Property and the 413.94 acre lease area (32.03 acre project area) is located within the Rural/Agricultural Future Land Use Category and Conservation Overlay District (COD) of the Comprehensive Plan, and the Official Zoning District Atlas shows the Subject Property is zoned Agricultural-10 (A-10); and

**WHEREAS**, Land Development Regulations (LDR) Section 20-126(1)(c)(1) provides for "agriculturally related processing" and Section 20-126(1)(c)(16) provides for "other similar uses which are comparable in nature with the foregoing" as a Special Exception Use provided the criteria for special exception uses in LDR Article XI, Division 5, of this chapter are met; and

WHEREAS, the Development Department has reviewed the Special Exception Use application and concludes the application is in conformance with the applicable LDR requirements and consistent with the County's Comprehensive Plan; and

WHEREAS, on March 4 2025, the Planning Commission held a duly noticed public

hearing on the application, entered the Development Review Report and all other competent substantial evidence presented at the hearing into the record, and forwarded the record to the Board of County Commissioners (Board) with the recommendation of approval by a vote of 4-1 to approve the proposed Resolution; and

- WHEREAS, in accordance with LDR Section 20-1433, the Planning Commission found that approval of the Special Exception Use will not adversely affect the public interest, and that the specific requirements governing the individual Special Exception Use, have been met by the applicant, and that satisfactory provisions and arrangements have been made concerning twelve (12) matters contained in LDR Section 20-1433, where applicable; and
- **WHEREAS**, on March 25, 2025, the Board held a duly noticed public hearing on the application and tabled the item until April 22, 2025; and
- **WHEREAS**, on April 22, 2025, the Board held a second duly noticed public hearing on Osceola's application, where additional testimony and evidence was presented by County staff, the applicant, and interested parties; and
- **WHEREAS**, following the conclusion of the public hearing on April 22, 2025, the Board denied Osceola's application seeking Special Exception approval to operate a biosolids composting facility on VCH's real property, which denial was memorialized by Resolution 2025-31; and
- **WHEREAS**, on May 29, 2025, Osceola and VCH initiated the process prescribed in section 70.51, Florida Statutes, by filing a Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA"); and
- **WHEREAS**, on September 3, 2025, the County served its Response to Petitioners' Request; and
- **WHEREAS**, on October 8, 2025, Osceola, VCH, and the County participated in a public hearing before Special Magistrate Mark P. Barnebey, which resulted in the negotiation of the terms and conditions set forth in a Mediated Settlement Agreement; and
- **WHEREAS**, the October 8, 2025, public hearing was duly noticed in accordance with the provisions of section 70.51(15), Florida Statutes; and
- WHEREAS, on November 11, 2025, the Board considered and approved the Mediated Settlement Agreement, which provides for the approval of the Application, subject to additional negotiated conditions, and that the County adopt this Amended and Restated Resolution to memorialize and effectuate the Mediated Settlement Agreement and all conditions provided for therein.
- NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> Whereas clauses incorporated. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

**Section 2**. Property description. The 413.94 acre lease area is located on NW Highway 70, the Property Identification Numbers being 03-37-23-0000-0010-0000, 03-37-23-0314-0010-0010, 03-37-23-0313-0010-0010, 03-37-23-0305-0010-0010, 03-37-23-0312-0010-0010, 03-37-23-0304-0010-0010, and 10-37-23-0000-0020-0000.

<u>Section 3</u>. Findings and conclusions. Pursuant to the Mediated Settlement Agreement, the Board of County Commissioners finds the Special Exception Use request to be consistent with the Desoto County Comprehensive Plan and Land Development Regulations provided the below conditions are imposed, and hereby approves the Special Exception Use for Osceola Organics, for a biosolids processing facility in accordance with the concept plan, located in the Agricultural-10 (A-10) zoning district within a 32.03 acre project area of a 413.94 acre lease area, which is located on NW Highway 70 as illustrated on the concept plan (Exhibit D), subject to the following conditions:

- 1. The hours of operation are limited to 7:00 am to 5:00 pm, Monday through Friday, 7:00 am to 12:00 pm on Saturdays, and closed on Sundays, as proffered by the applicant.
- The applicant is responsible for obtaining all required state and federal permits for the improvements and operations of the facility and shall provide a copy of the application to the State (or exemption from the agency) of any required permits such as but not limited to the SWFWMD, FDOT, ACOE, HRS, and FEDP, prior to approval of the Improvement Plan.
- 3. The property owner or designee shall obtain and maintain construction waste and commercial garbage collection contracts with the franchisee for all waste types, including construction and demolition waste generated, per County Ordinance 2006-35 through project completion.
- 4. A dumpster enclosure (wall, fence, gate) is not required. All other standards of the enclosure shall be provided, including the addition of two (2) bollards on each side of the pad to prevent the dumpster from rolling off of the pad. This shall be approved by the engineer with the Improvement Plan.
- 5. The applicant shall provide a report summarizing all reports, test results, FDEP findings and other data concerning the quality and quantity of pretreated biosolids delivered to the facility, as well as the quality and quantity of products produced at the facility. This report shall be provided annually to the Desoto County Development Department beginning 1 year after issuance of the Notice to Proceed until the business has ceased operations. The report shall confirm that only Class AA biosolids (fertilizer) have been produced.

- 6. The County shall be provided with access to the facility, upon reasonable notice, to conduct testing of the product being produced.
- 7. In accordance with the Mediated Settlement Agreement, County personnel may inspect the site once per year (during normal business hours with 24 hours' notice) to ensure that the requirements of the Special Exception and Improvement Plan approvals are being complied with and that no violations are present. Any conditions which are not complied with or any violations which are identified will be pursued in accordance with the County's code enforcement procedures. If the violation is not promptly corrected, the property owner will be notified, and the Special Exception may be revoked upon a publicly noticed hearing with the Board of County Commissioners.
- 8. The applicant shall provide an Environmental Site Study with submittal of the Improvement Plan. The study shall be prepared by a qualified professional and show the extent of the impact of development for the site, which is located in the Conservation Overlay District. The study shall provide evidence and an inventory of wetlands; soils posing severe limitations to construction; unique habitat; endangered species of wildlife and plants; significant historic structures and/or sites; and areas prone to periodic flooding (areas within the 100-year floodplain). The study shall also analyze the natural functions of eco-systems and connectivity of resource corridors. A conservation easement, or other protective measure, may be required to protect the functions of natural resources. Mitigation may be allowed on a case-by-case basis through the appropriate reviewing agencies. If wetland impacts cannot be avoided, a specific management plan shall be provided, which shows no net loss of wetlands or wetland functions and which includes necessary modifications to the proposed development, specific setback and buffers, and the location of development away from site resources, to protect and preserve the natural functions of the resource. The minimum setback shall be 15 feet and the average of all setbacks from the wetland resource shall be 25 feet, unless otherwise permitted by the appropriate reviewing agency.
- 9. Trucks doing business with this use shall not use SR-70-for stacking.
- 10. Special Exception approval does not authorize commencement of construction or operations. The applicant must receive approval of an Improvement Plan for each phase of the business prior to commencement.
- 11. The applicant shall coordinate with the Florida Department of Transportation (FDOT) for use of SR 70 for access and obtain any required permits.
- 12. The Public Safety Dept shall approve emergency vehicle access/circulation and determine if an on-site water supply for fire protection is needed with approval of the Improvement Plan.

- 13. Applicant agrees to line the leachate collection pond for the facility prior to commencing operation of the biosolids treatment facility.
- 14. Applicant agrees to construct a three-foot earthen berm around the leachate pond prior to commencing operation of the biosolids treatment facility.
- 15. Applicant agrees to construct the impervious pad for processing materials at an elevation at least two feet above the 100-year flood plain elevation.
- 16. Applicant agrees to maintain the elevation of leachate in the leachate pond at a level below 80% of the leachate pond's permitted fluid capacity and will pump down and appropriately dispose of leachate to maintain leachate levels below that threshold. As used herein, "appropriately dispose of" shall mean either disposing the leachates off-site or utilizing the leachate to spray composting materials for purposes of hydration during the curing process so long as said spraying of leachate occurs on those materials that are located on the impervious pad for processing of said materials.
- 17. Applicant agrees to develop an emergency management plan for the leachate pond to provide for pump down to the extent feasible dependent on groundwater elevation and appropriately dispose of leachate, as set forth above, when the National Hurricane Center three day warning and forecast cone for storm center includes the biosolids treatment facility property. Applicant will provide the emergency management plan to the County prior to commencing operations of the biosolids treatment facility.
- 18. Applicant agrees to retain an independent third party to collect leachate samples, and retain sample control through transport and testing. Applicant agrees to provide copies of test results required by FDEP Permit Number FLAB07481-001-DW1S to the County at the time of submission to FDEP.
- 19. Applicant agrees to construct a grassy swale to polish water discharged from the project's surface water management system outfall identified in FDEP Environmental Resource Permit No. 454898-001-E1.
- 20. Applicant agrees to limit incoming loads of biosolids to 30 truckloads each weekday and to 15 truckloads each Saturday.

<u>Section 4.</u> Repeal and Replacement of Prior Resolution. This Amended and Restated Resolution No. 2025-031(A) is adopted to replace and supersede, in full, the prior Resolution No. 2025-31 adopted on April 22, 2025.

PASSED AND ADOPTED this 18th day of November, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By:

Mandy Hines
County Administrator

By:

JC Deriso, Chairman
Board of County Commissioners

APPROVED AS TO LEGAL FORM

Section 5. Effective date. This Resolution shall take effect immediately upon its adoption.

Exhibit A General Location Map

By: \_\_\_\_\_

Valerie Vicente County Attorney

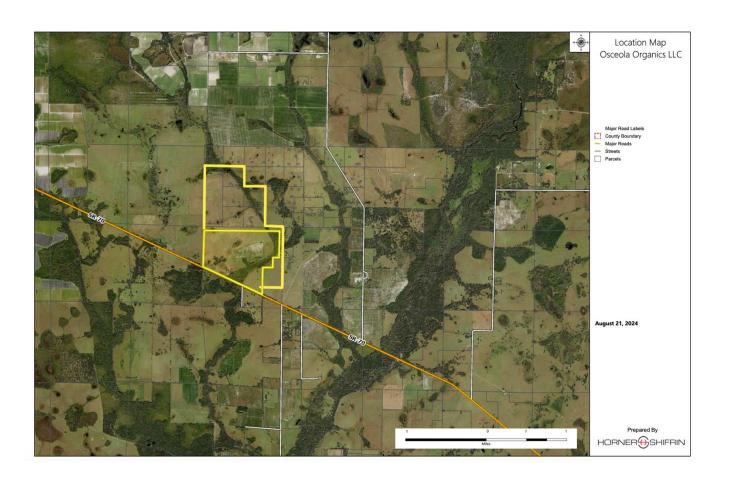
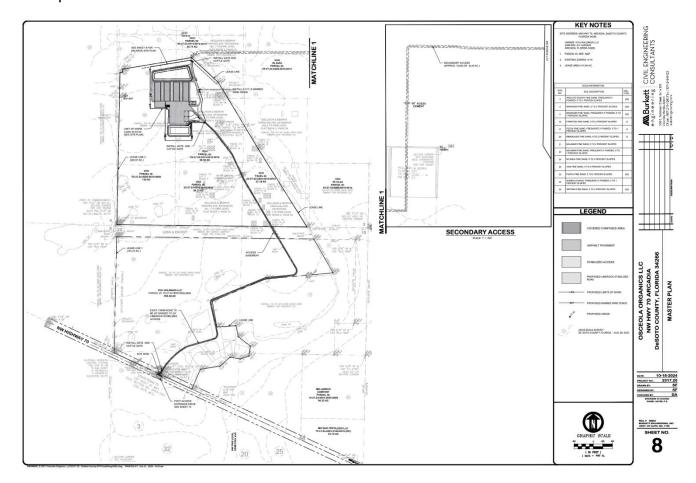


Exhibit B Interim 2040 Future Land Use Map, Excerpt Exhibit C Official Zoning District Atlas, Excerpt

## Exhibit D Concept Plan





## **DeSoto County**

#### 11/18/2025

Item #: 25.				
☐ Consent Agenda	⊠Quasi-Judicial Public Hearing			
☐ Regular Business	6:30 pm			
☐ Public Hearing Resolution				
<b>DEPARTMENT:</b>	Planning & Zoning			
<b>SUBMITTED BY:</b>	Laura McClelland			
PRESENTED BY:	Misty Servia			

#### TITLE & DESCRIPTION:

Resolution / Mt. Ephraim Baptist Church, Inc. / Special Exception (USE-0193-2024)

#### **REQUESTED MOTION:**

A motion to adopt/deny the proposed resolution with conditions for a special exception and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

#### **SUMMARY:**

The applicant has applied for a Special Exception use application (USE-0193-2024) to allow for the expansion of a place of worship on an 8.31-acre property located on SW CR 661. The property is zoned Agricultural- 10 (A-10) and located in the Rural/Agricultural Future Land Use Category.

#### **BACKGROUND:**

The subject parcel is located at 2865 SW CR 661 and is owned by Mt. Ephraim Baptist Church, Inc. The applicant is requesting a Special Exception to allow for the expansion of a place of worship on Agricultural - 10 (A-10) zoned property. The subject property is currently developed with an existing church sanctuary (built in 2007, according to the Property Appraiser), education building, fellowship hall, parsonage, support buildings, playground, and cemetery. The applicant is proposing a  $10,056 \pm SF$  new sanctuary building with some structures proposed to be removed.

The 2040 Future Land Use Map shows the property is located within the Rural Agricultural Land Use designation and the Official Zoning District Atlas displays the property is situated within the Agricultural-10 (A-10) zoning district.

Land Development Regulations (LDR) Section 20-126(1)(c)(8) provide for "place of

#### ITEM #: 25.

worship" as a special exception use.

An application for a Special Exception was received in the Development Department on August 22, 2024.



# DESOTO COUNTY DEVELOPMENT DEPARTMENT STAFF REPORT

**CASE #:** USE-0193-2024

**REQUEST:** Special Exception: Expansion of Place of Worship

**PROPERTY OWNER:** Mt. Ephraim Baptist Church, Inc.

2865 SW CR 661

Arcadia, Florida 34266

**APPLICANT:** Mark A. Negley, trustee

8476 SW CR 769

Arcadia, Florida 34269

**PROPERTY ID:** 09-38-24-0000-0150-0000, 08-38-24-0000-0020-0000

**PROPERTY ADDRESS:** 2865 SW CR 661, Arcadia, FL 34266

TOTAL PARCEL SIZE: 8.31 acres

**ZONING DISTRICT:** A-10 (Agricultural-10)

FUTURE LAND USE DESIGNATION: Rural/Agricultural

**OVERLAY DISTRICTS:** Conservation Overlay District

#### **DEVELOPMENT REVIEW REPORT**

The applicant has applied for a Special Exception use application (USE-0193-2024) to allow for the expansion of a place of worship on an 8.31-acre property located on SW CR 661. The property is zoned Agricultural- 10 (A-10) and located in the Rural/Agricultural Future Land Use Category.

The application is before the Planning Commission/Local Planning Agency because Land Development Regulations (LDR) Section 20-126(1)(c)(8) provide for "place of worship" as a special exception use and LDR Article XI, Division 5 requires the Planning Commission/Local Planning Agency to hold at

least one public hearing with due public notice on the Special Exception use application and to provide a recommendation on the application to the Board of County Commissioners.

#### **OVERVIEW OF REQUEST**

The subject parcel is located at 2865 SW CR 661 (See Exhibit A) and is owned by Mt. Ephraim Baptist Church, Inc. The applicant is requesting a Special Exception to allow for the expansion of a place of worship on Agricultural - 10 (A-10) zoned property. The subject property is currently developed with an existing church sanctuary (built in 2007, according to the Property Appraiser), education building, fellowship hall, parsonage, support buildings, playground, and cemetery. The applicant is proposing a 10,056 <u>+</u> SF new sanctuary building with some structures proposed to be removed.

The 2040 Future Land Use Map shows the property is located within the Rural Agricultural Land Use designation (See Exhibit B) and the Official Zoning District Atlas displays the property is situated within the Agricultural-10 (A-10) zoning district (See Exhibit C).

Land Development Regulations (LDR) Section 20-126(1)(c)(8) provide for "place of worship" as a special exception use.

An application for a Special Exception was received in the Development Department on August 22, 2024.

#### PROPOSED RESOLUTION

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING/DENYING A SPECIAL EXCEPTION USE (USE-0193-2024) WITH CONDITIONS TO AUTHORIZE A 10,056 SQUARE FOOT EXPANSION OF AN EXISTING PLACE OF WORSHIP ON AN 8.31 ACRE PARCEL ZONED AGRICULTURAL – 10 (A-10) AND LOCATED AT 2865 SW CR 661, WITH THE PARCEL IDENTIFICATION NUMBERS BEING 09-38-24-0000-0150-0000 AND 08-38-24-0000-0020-0000; INCORPORATING THE WHEREAS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

#### **DATA & ANALYSIS**

In all quasi-judicial proceedings, the applicant shall bear the burden of demonstrating by competent and substantial evidence that the application satisfies the standards and requirements of the LDRs (Land Development Regulations) and Comprehensive Plan.

A. **Application requirements**. LDR Section 20-1431 provides that a special exception use application shall be submitted indicating the basis in this LDR under which the special exception use is sought and stating the grounds upon which it is requested, with particular reference to the types of findings which the Planning Commission must make, as described below. The application must include materials necessary to demonstrate that approval of the special exception use will be in harmony with the LDRs general intent and purpose, not be injurious to

the neighborhood or to adjoining properties, or otherwise detrimental to the public welfare. Such material includes, but is not limited to, the following, where applicable:

- 1. Plans at an appropriate scale showing proposed placement of structures on the property, provisions for ingress and egress, off-street parking and off-street loading areas, refuse and services areas, and required yards and other open spaces.
  - a. <u>Placement of structures</u>. The applicant has submitted a site plan showing the proposed location of the new 10,056 ± SF sanctuary building. The site plan shows the required minimum setback lines for the proposed building. Existing structures are shown on the site plan, but no square footages have been provided. The minimum setbacks in the A-10 zoning district are 50' front, 30' side, and 50' rear. Maximum impervious lot coverage is unrestricted in the A-10 district. Section 20-472(a)(1) requires the minimum distance between adjacent buildings shall be 10 feet. This minimum distance between buildings will be a condition of approval.

Based upon the above, it is concluded the application can be found in **conformance** with this factor, **with conditions**.

- The applicant shall meet the standards for a 10-foot minimum distance between buildings per Section 20-472(a)(1) of the LDR on future plan submittals.
- The square footages of existing buildings to remain shall be shown on future plan submittals.
- b. <u>Provisions for ingress and egress</u>. The site plan shows existing and proposed access to the site. The existing church is accessed via a driveway on SW CR 661 that is proposed to be removed. Two accesses are proposed to the site on SW CR 661, one on the north end of the site, just south of the existing cemetery and one on the south end of the site, just north of the existing wetland area.

The Improvement Plan will be required to show a clear sight triangle and sight distances since the proposed entrances are on or near curves. Separation of driveways include any existing, adjacent driveways should be shown.

Based upon the above, with conditions, it is concluded that the application can be found in **conformance** with this factor **with conditions**.

- In compliance with Section 20-504.i, the applicant shall show a clear visibility triangle and sight distances of the proposed access drives on future plan submittals.
- c. Off-street parking. The site plan shows the proposed off-street parking and parking calculation. Section 20-536 indicates in Table 20-536 that parking for a place of worship is required to have 0.5 spaces per permanent seat. The proposed sanctuary will have 512 seats, requiring 256 parking spaces, 128 of which are shown as grass parking spaces. Section 20-537, Table 20-537 requires that 7 of those parking spaces meet ADA requirements. Per Section 20-537(e)(1)a, buffering and screening is required for off-street parking located adjacent to the right of way. All parking areas, including grass parking, shall conform to the access

aisle width requirements and marked with wheel stops consistent with Detail D-19A, DeSoto County Engineering Standard Details, Typical Concrete Wheel Stop Detail. Further review will be performed with the Improvement Plan submittal.

Section 20-537(a)(3) states: The Department Director may approve the utilization of grassed parking areas for the required number of vehicular parking spaces for churches or other places of worship, for places of public assembly for meetings or other events, and for temporary uses; where it is clear that such grassed surface can be adequately maintained due to the infrequency of use, and that adequate permanent traffic control means will be provided to direct vehicular flow and parking, Paved parking will be provided for ADA spaces and meet related standards.

Based upon the above, with conditions, it is concluded that the application can be found in **conformance** with this factor **with conditions**.

- The applicant shall meet the standards for ADA accessible parking found in Table 20-537 of the LDR on future plan submittals.
- The Improvement Plan shall show a Type A buffer where the off-street parking area abuts the public right-of-way.
- All parking areas, including grassed, shall conform to the access aisle
  width requirements and marked with wheel stops consistent with Detail D19A, DeSoto County Engineering Standard Details, Typical Concrete
  Wheel Stop Detail.on future plan submittals.
- d. Off-street loading. The site plan does not show any off-street loading. Section 20-536 indicates in Table 20-536 that loading for a place of worship is not required.

Based upon the above, it is concluded that the application can be found in **conformance** with this factor.

e. <u>Refuse and service areas</u>. The site plan indicates a dumpster pad/enclosure. The applicant should secure a solid waste franchisee and provide a dumpster enclosure consistent with the County's detail and franchisee specifications and may obtain a commercial garbage collection contract with the franchisee for all waste types generated.

Based upon the above, it is concluded that the application can be found in **conformance** with this factor **with conditions**.

- Future plan submittals shall provide a dumpster enclosure consistent with the County's requirements.
- f. Required yards and open space. The applicant has submitted a site plan showing the proposed location of the new 10,056 ± SF sanctuary building. The site plan shows the required minimum setback lines for the proposed building. The minimum setbacks in the A-10 zoning district are 50' front, 30' side, and 50' rear. Maximum impervious lot coverage is unrestricted in the A-10 district. Section 20-

472(a)(1) requires the minimum distance between adjacent buildings shall be 10 feet. This minimum distance between building will be a condition of approval.

Policy 1.1.2 of the Comprehensive Plan limits non-residential development within the Rural/Agricultural Land Use category to a maximum 0.4 FAR, which is noted on the site plan.

Based upon the above, it is concluded the application can be found in **conformance** with this factor **with conditions**.

- The applicant shall meet the standards for the minimum distance between adjacent buildings of 10 feet in Section 20-472(a)(1) of the LDR on future plan submittals.
- 2. Plans showing proposed locations for utilities hook-up. DCU does not have utilities in this area. The site plan shows an existing well and existing and proposed septic area for the church. New septic or modifications to existing septic may be required and will be permitted by the Department of Health. All utility hookups will be reviewed at time of permitting. Fire will require a water supply for firefighting to be coordinated with the Fire Inspector at the time of Improvement Plan application. Thus, the application can be found in conformance with this factor with conditions.
  - New septic or modifications to existing septic may be required and will be permitted by the Department of Health.
- 3. Plans for screening and buffering with reference as to type, dimensions and characters. The Special Exception request is for a 10,056 ± SF church sanctuary. The development application and site plan do not indicate any proposed buffering or screening. Buffer matrix Sec 20-600 doesn't require a buffer for a church. The height and type of existing fences shall be provided on the Improvement Plan. Buffering and screening is required for off-street parking adjacent to the right of way by Section 20-537(e)(1)a.

Thus, the application can be found in conformance with this factor with conditions.

- The height and type of existing fences shall be provided on the Improvement Plan.
- The Improvement Plan shall show a Type A buffer where the off-street parking area abuts the public right-of-way.
- 4. Plans for proposed landscaping and provisions for trees. The Special Exception request is for a 10,056 ± SF church sanctuary. Section 20-537(e)(2) requires parking area interior landscaping, which will be required on the Improvement Plan. Thus, the application can be found in conformance with this factor with conditions.
  - Parking area interior landscaping shall be shown on the Improvement Plan, consistent with Section 20-537(e)(2).
- 5. Plans for proposed signs and lighting, including type, dimensions and character. All signs

and lighting must be in compliance with the DeSoto County Land Development Regulations. Any proposed lighting shall be placed in a manner that does not reflect onto adjoining properties. The site plan states that all building mounted lighting and all future sight [sic] lighting shall have appropriate shielding and be designed to project light downward to reduce ambient light pollution. An existing free-standing sign, which appears to be partially located within the SW CR 661 right-of-way, is proposed to remain. Section 20-760(c) provides for nonconforming signs as of the effective date of the ordinance from which that chapter is derived (5/22/12). The nonconforming sign may be continued and shall be maintained in good condition, but may not increase the degree of nonconformity, be expanded, or re-established after damage or destruction. It shall also not be continued if a conforming sign is erected on the same parcel. Thus, the application can be found in **conformance** with this factor **with conditions**.

- Any proposed lighting shall be placed in a manner that does not reflect onto adjoining properties.
- The existing nonconforming sign shall be shown on the Improvement Plan with setbacks and may be continued and shall be consistent with Sec. 20-760(c) of the LDR.

The Development application and proposed site plan were considered in applying the standards for a place of worship use, allowed by special exception in Agricultural - 10 (A-10) zoning district.

Based upon the findings and conclusions above, **with conditions**, it is concluded the application demonstrates that the approval of the special exception use will be in harmony with the LDRs general intent and purpose, not be injurious to the neighborhood or to adjoining properties, or otherwise detrimental to the public welfare.

- B. **Staff review**. LDR Section 20-1432 addresses staff review.
  - 1. Section 20-1432(a) provides that upon receipt of an application for Special Exception; the Development Director shall determine whether the application is complete. The Development Director may waive some or all of the plans required by Section 20-1431(1) if the Special Exception includes only a change/addition in use without any new construction. If the application is complete, it will be accepted for review. If the application is incomplete, the Development Director shall specify in writing the additional information required in order for the application to be processed. No further action shall be taken on the application until the additional information is submitted and determined to be complete.

On August 22, 2024, the applicant filed with the Development Department a special exception use application to allow for a place of worship on the subject property. The Development Director subsequently determined the application was complete.

2. Section 20-1432(b) states that after receipt of a complete application, the Development Director shall distribute the application for review by County staff and/or the Development Review Committee.

The Development Director caused the application to be distributed to Development Review Committee members.

3. Section 20-1432(c) provides that upon completion of review; the Development Department shall prepare a staff report and schedule review of the application by the Planning Commission.

This Development Review Report is the staff report required by Section 120-1432(c). A draft copy was provided to the Applicant/Owner for review and comment. The application is scheduled for the November 4, 2025, Planning Commission meeting. The application is also scheduled for the November 18, 2025, Board of County Commissioners public hearing agenda.

- C. **Planning Commission findings**. LDR Section 20-1433 provides that before any Special Exception use shall be recommended for approval to the Board of County Commissioners, the Planning Commission shall make a written finding that the granting of the Special Exception Use will not adversely affect the public interest, that the specific requirements governing the individual Special Exception Use, if any, have been met by the applicant, and that satisfactory provisions and arrangements have been made concerning twelve (12) matters, where applicable. These 12 matters and staff's evaluation of conformance with these matters is addressed below.
  - 1. Compliance with all elements of the Comprehensive Plan. The 2040 Future Land Use Map shows the subject property is located within the Rural/Agricultural Land Use (See Attachment B). While a place of worship is not an agricultural use or expressly consistent with the objective and policies of the Rural/Agricultural future land use designation, it is a permitted use by Special Exception in the Agricultural 10 (A-10) zoning district and the proposed Special Exception is an expansion of an existing church that serves the surrounding rural community. This application can be found in **conformance** with all elements of the Comprehensive Plan.
  - 2. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe. Ingress and egress were addressed elsewhere in this report and will be addressed with future plan submittals.
    - a. <u>Automotive safety and convenience</u>. The site plan shows existing and proposed access to the site. The existing church is currently accessed via a driveway on SW CR 661, and that driveway is proposed to be removed. Two new accesses are proposed to the site on SW CR 661, one on the north end of the site, just south of the existing cemetery and one on the south end of the site, just north of the existing wetland area.

The Improvement Plan will be required to show a clear visibility triangle and sight distances since the proposed entrances are on or near curves. Separation of driveways include any existing, adjacent driveways should be shown.

Thus, it is concluded that this can be found in conformance with conditions.

a. <u>Pedestrian safety and convenience</u>. There are no existing sidewalks adjacent to the site. On site pedestrian circulation is proposed via concrete sidewalks connecting the building and parking area. Thus, it is concluded that this can be found **in conformance**.

- b. <u>Traffic flow and control</u>. The proposed site plan shows two access points are proposed to the site on SW CR 661, one on the north end of the site, just south of the existing cemetery and one on the south end of the site, just north of the existing wetland area. The parking area has been designed to allow for circulation throughout the site. The applicant will need to depict the onsite circulation patterns with future plan submittals. Thus, it is concluded that this can be found **in conformance with conditions**.
- c. Access in case of fire or catastrophe. The proposed site plan shows two access points are proposed to the site on SW CR 661, one on the north end of the site, just south of the existing cemetery and one on the south end of the site, just north of the existing wetland area. The parking area has been designed to allow for circulation throughout the site while allowing emergency vehicle proximity to existing and proposed buildings. The applicant will need to depict the onsite circulation patterns with future plan submittals. Thus, it is concluded that this can be found in conformance with conditions.
- 3. Off-street parking and loading areas, where required, and economic, noise, vibration, dust, glare or odor effects of the Special Exception on adjoining properties and properties generally in the district. Issues generally related to off-street parking and loading have been addressed elsewhere in this report.
  - a. <u>Economic impacts</u>. The Special Exception request is for a 10,056 <u>+</u> square feet church sanctuary. The building expansion will serve the growing church congregation and enable the church to continue with community outreach programs. Based on the above, it is concluded the application can be found in **conformance** with this factor.
  - b. <u>Noise impacts</u>. The Special Exception request is for a 10,056 <u>+</u> square feet church sanctuary and is not expected to generate noise impacts. Based on the above, it is concluded the application can be found in **conformance** with this factor.
  - c. <u>Vibration impacts</u>. The Special Exception request is for a 10,056 <u>+</u> square feet church sanctuary and is not expected to generate adverse vibration impacts. It is concluded the application can be found in **conformance** with this factor.
  - d. <u>Dust impacts</u>. The Special Exception request is for a 10,056 ± square feet church sanctuary and once constructed, is not expected to generate dust impacts. Half of the proposed 256 parking spaces (128 parking spaces) are proposed to be grassed. Section 20-537(a)(3) of the LDR permits the use of grassed parking areas for places of worship where it is clear that such grassed surface can be adequately maintained due to infrequency of use, and that adequate permanent traffic control means will be provided to direct vehicular flow and parking. Based on the above, it is concluded the application can be found in **conformance** with this factor **with conditions**.
  - e. <u>Glare impacts</u>. The Special Exception request is for a 10,056 <u>+</u> SF church sanctuary and is not expected to have any glare impacts. Based on the above, it is concluded the application can be found in **conformance** with this factor.

- f. Odor impacts. The Special Exception request is for a 10,056 ± SF church sanctuary and is not expected to have any negative impacts on odors in the area. Based on the above, it is concluded the application can be found in **conformance** with this factor.
- 4. *Utilities, with reference to locations, availability, and compatibility.* Utilities were addressed elsewhere in this report.
- 5. Screening and buffering with reference to type, dimensions, and character. Screening and buffering were addressed elsewhere in this report.
- 6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district. Signs and lighting were addressed elsewhere in this report.
- 7. Required yards and other open space. Required yards and other open space were addressed elsewhere in this report.
- 8. General compatibility with adjacent properties and other properties in the district. Table 1 and Figure 1 show the subject property is located within the Agricultural 10 (A-10) zoning district.

TABLE 1
LAND USE AND ZONING

DIRECTION	EXISTING USE	LAND USE	ZONING
SITE	Church	RURAL/AGRICULTURAL	A-10
North	ORCHARDS/GROVES	RURAL/AGRICULTURAL	A-10
South	ORCHARDS/GROVES	RURAL/AGRICULTURAL	A-10
EAST	ORCHARDS/GROVES	RURAL/AGRICULTURAL	A-10
WEST	ORCHARDS/GROVES	RURAL/AGRICULTURAL	A-10

**Sources:** DeSoto County Property Appraiser (2024); DeSoto County Geographic Information System maps.

The subject property is surrounded by agricultural land zoned A-10 and can be found to be compatible with the surrounding agricultural uses. Based on the above, it is concluded the application can be found in **conformance** with this factor.

9. Any special requirements set out in the zoning district regulations for the particular use involved. The Development Director finds the LDR Section 20-126(1)(c)(8) provides for "place of worship" as a special exception use. Based on the above, it is concluded the application can be found in **conformance** with this factor.

10. Public and private utilities, structures, or uses required for public or private utilities, including but not limited to wastewater, gas, electric, and telephone utilities, sanitary landfills, and radio and television stations and towers may be permitted only as a special exception use unless determined by the Board to be essential service. In addition to items 1 through 9 above, the review of the request for a Special Exception Use shall include consideration of a plan showing all improvements or alterations that are proposed for the utilities or facilities.

The proposed location of such utilities or facilities shall be such as not to be injurious to the health, safety, and welfare of the public or surrounding property owners, and shall protect the character of the surrounding property and maintain the stability of residential, commercial, manufacturing, agricultural, educational, cultural, and recreational areas within the County. The public benefit to be derived, the need for the proposed facilities, the existence of suitable alternative locations, potential impacts to surface or ground water drinking supplies, and whether the facility can properly be located on the site and in the development which it is to service shall also be taken into consideration where appropriate.

Conditions in the form of screening, landscaping, or other site development restrictions may be imposed to protect the health, safety and welfare of the public or surrounding property owners.

The special exception use application is not for public or private utilities, structures, or uses on the subject property. This factor is **not applicable**.

- 11. The proposed use shall not act as a detrimental intrusion into the surrounding area. The Development Director concludes the application can be found in **conformance** with this factor because the proposed use, the expansion of an existing place of worship, does not act as a detrimental intrusion into the surrounding area.
- 12. The proposed use shall meet the performance standards of the district in which the proposed use is permitted. The proposed use as a place of worship shall meet the performance standards of the A-10 zoning district.

The Development Director concludes the application can be found in **conformance** with this factor.

In conclusion, based upon the circumstances as documented herein, the Development Director finds the application includes material necessary to demonstrate, with competent substantial evidence, that granting of the special exception use will not adversely affect the public interest, that the specific requirements governing the individual special exception use application have been met by the applicant, and that satisfactory provisions, arrangements or conditions have been made concerning the above factors.

D. **Public notice requirements**. LDR Section 20-1439(c) requires notice of the date, time and place of the public hearings by the Planning Commission and Board of County Commissioners shall:

- 1. Be sent at least 10 days in advance of the hearings by mail to ten surrounding property owners or all owners of property within 1,000 feet of the property line of the land subject to the special exception use application; and
- 2. Have at least one sign posted on each road frontage; and
- 3. Be advertised in a newspaper of general circulation in DeSoto County at least 10 days prior to each public hearing.

The Development Department staff caused written notice of the hearings to be mailed to all property owners, and such notice is on file with the Development Department and incorporated herein by reference.

#### **ATTACHMENTS**

Exhibit A: General Location Map

Exhibit B: Interim 2040 Future Land Use Map, Excerpt

Exhibit C: Official Zoning District Atlas, Excerpt

Exhibit D: Development Plan Sketch

#### PLANNING COMMISSION ALTERNATIVE ACTIONS

- A. Enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing, amend the findings and conclusions contained herein to support any necessary conditions, and make a recommendation to the Board of County Commissioners to adopt the proposed Resolution with the conditions.
- B. Enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein and make a recommendation to the Board of County Commissioners to deny the proposed Resolution.

#### RECOMMENDED CONDITIONS

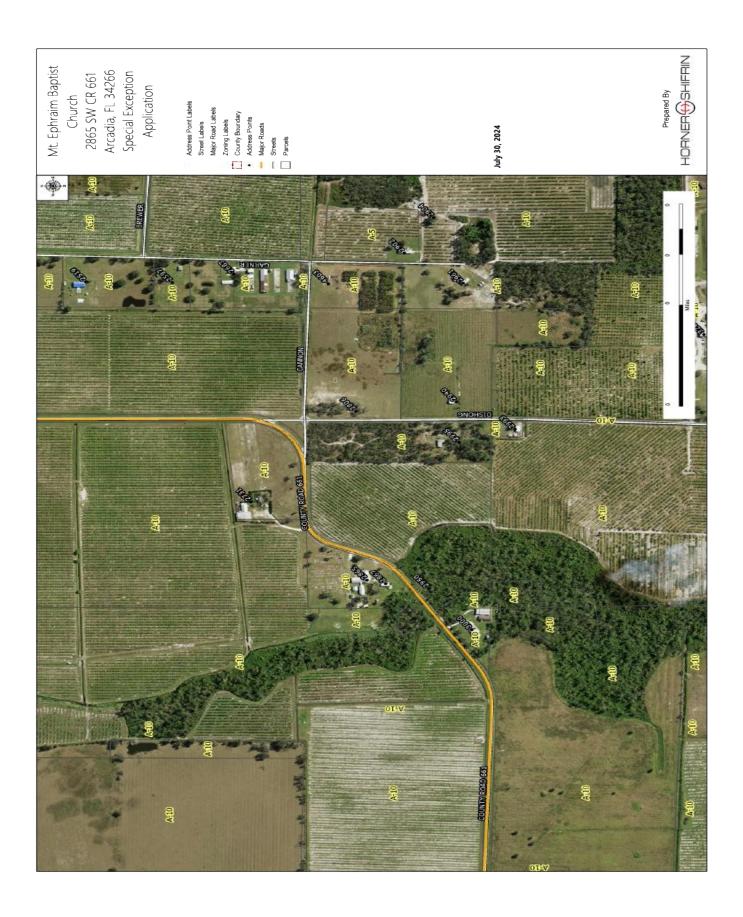
- 1. The applicant shall show that all proposed and existing buildings meet the standards for the minimum distance between adjacent buildings of 10 feet, per Section 20-472(a)(1) of the LDR. This shall be approved by the Planning Department with the Improvement Plan.
- 2. The site is located within the Conservation Overlay district and wetlands exist on site. An environmental report and wetland delineation will be required with the Improvement Plan and the applicant may be required to secure regulatory permits from the State. A copy of the state required permit, or a letter of exemption shall be provided to the Planning Department prior to issuance of the Notice to Proceed.
- 3. The square footage of existing buildings to remain on site shall be shown on the Improvement Plan, along with a Floor Area Ratio calculation that complies with the Comprehensive Plan. This shall be approved by the Planning Department.

- 4. The applicant shall show a clear visibility triangle and sight distances of the proposed access drives on the Improvement Plan, which shall be approved by the County Engineer..
- 5. The Improvement Plan shall show compliance with the standards for ADA accessible parking found in Table 20-537 of the LDR. This shall be approved by the Planning Department.
- 6. The Improvement Plan shall show a Type A buffer where the off-street parking area abuts the public right-of-way. This shall be approved by the Planning Department.
- 7. All parking areas, including grassed, shall conform to the access aisle width requirements and provide wheel stops. This shall be approved by the Planning Department with the Improvement Plan.
- 8. The Planning Department shall approve the required dumpster enclosure consistent with the County's requirements with the Improvement Plan.
- 9. New septic tank systems or modifications to existing septic systems may be required and will be permitted by the Department of Health. Any needed improvements shall be in place prior to issuance of a Certificate of Occupancy.
- 10. The height and type of existing fences shall be in accordance with the LDR and approved by the Planning Department with the Improvement Plan.
- 11. Parking area interior landscaping shall be approved by the Planning Department with the Improvement Plan, consistent with Section 20-537(e)(2).
- 12. A lighting plan shall be approved by the Planning Department with the Improvement Plan addressing glare, traffic safety, economic effects, and compatibility and harmony with properties in the district for any proposed lighting..
- 13. The existing nonconforming sign shall be shown on the Improvement Plan with setbacks and may be continued with the limitations set forth in Sec. 20-760(c) of the LDR. A note to this effect shall be placed on the Improvement Plan.
- 14. The applicant shall depict the onsite vehicular circulation patterns in accordance with the LDR and be approved by the planning, engineering and public safety departments with the Improvement Plan.
- 15. A maximum of half of the required parking may be grassed parking areas in accordance with Section 20-537(a)(3) of the LDR where it is clear that such grassed surface can be adequately maintained due to infrequency of use, and that adequate permanent traffic control means will be provided to direct vehicular flow and parking. This shall be approved by the Planning Department with the Improvement Plan.

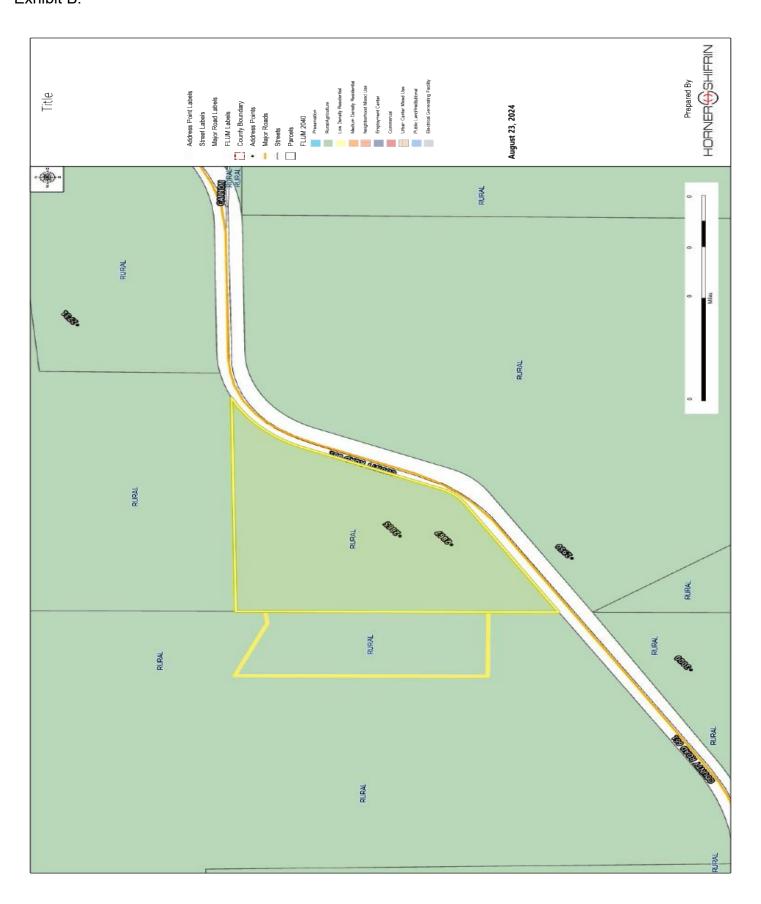
#### RECOMMENDED ACTION

- A. <u>Recommendation</u>. The Development Director recommends the DeSoto County Planning Commission enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing, and a recommendation to the Board of County Commissioners to adopt the findings and conclusions contained herein and adopt the proposed Resolution with conditions.
- B. Planning Commission: Scheduled for November 4, , 2025
- C. Board action. Scheduled for November 18, 2025

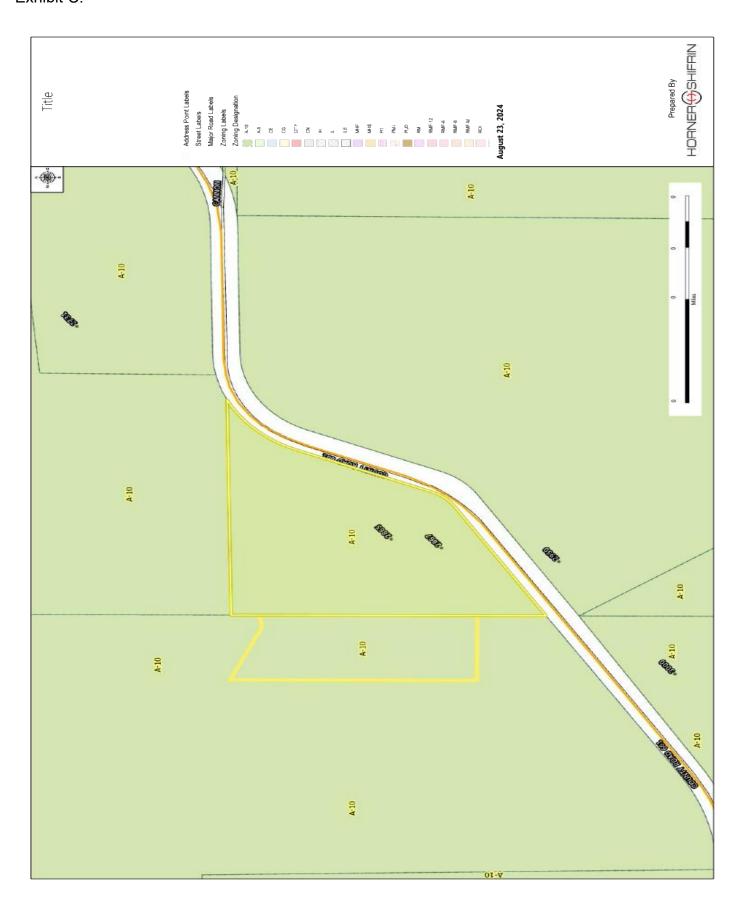
## Exhibit A:



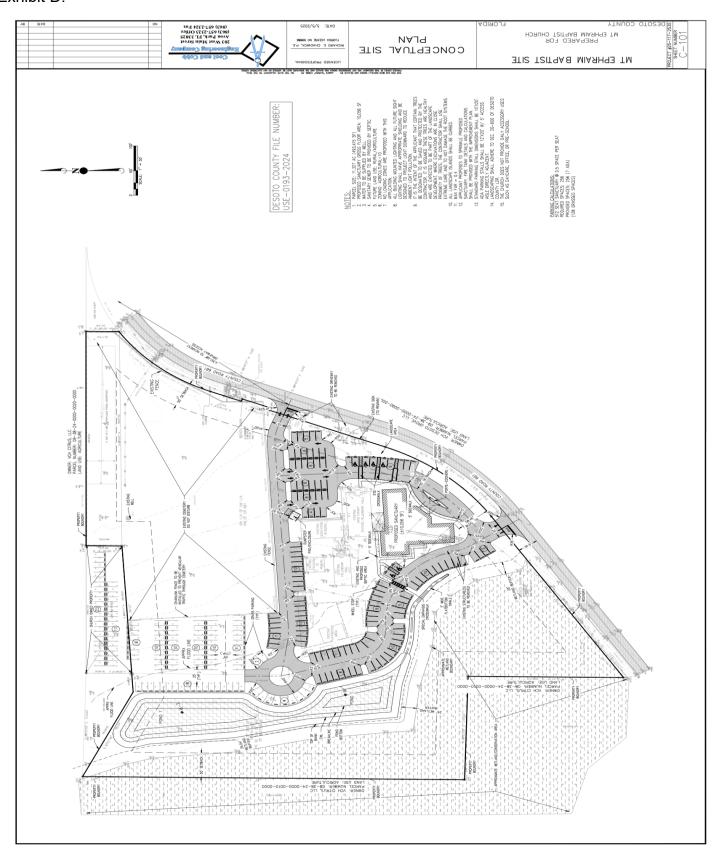
## Exhibit B:

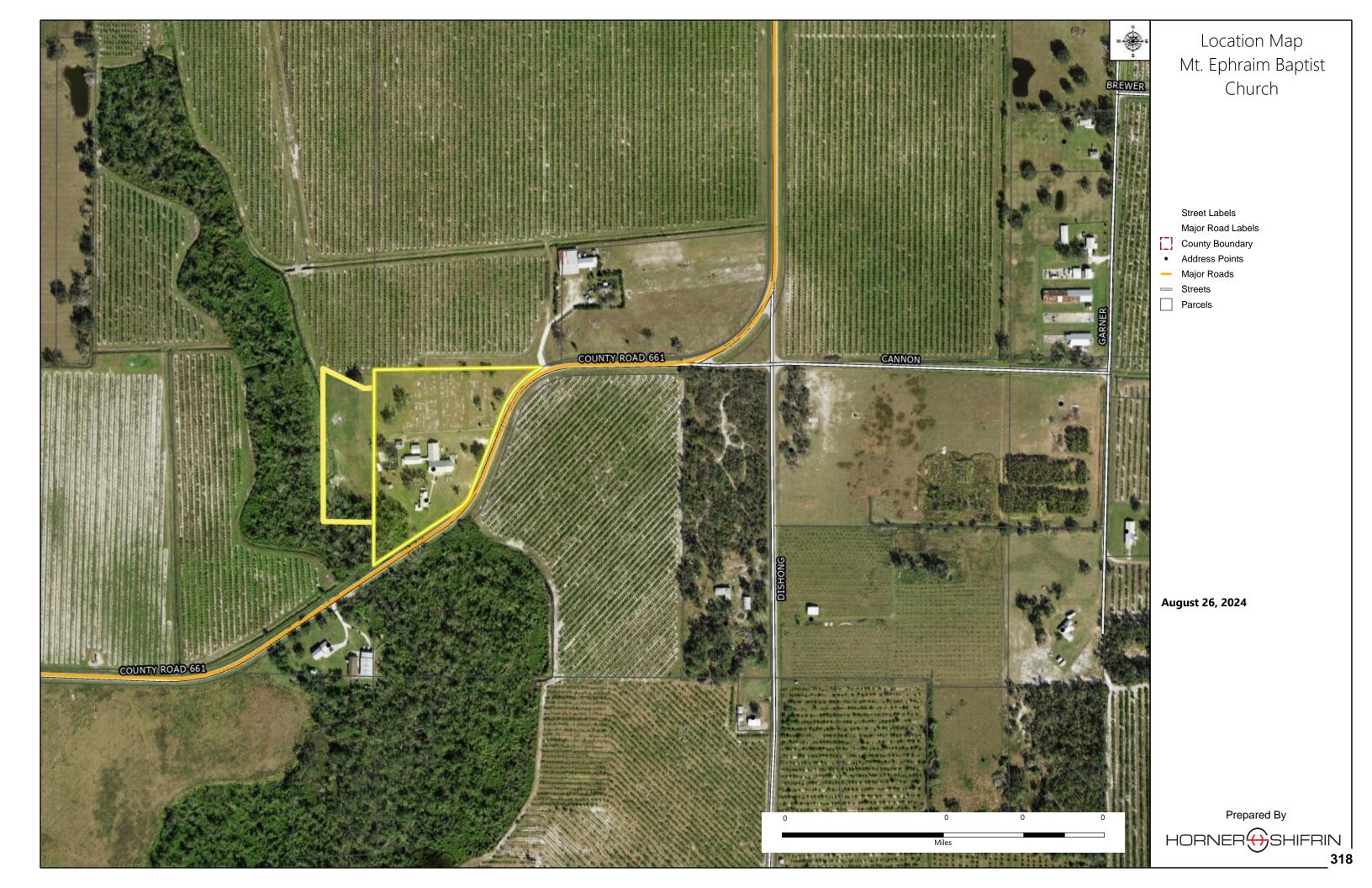


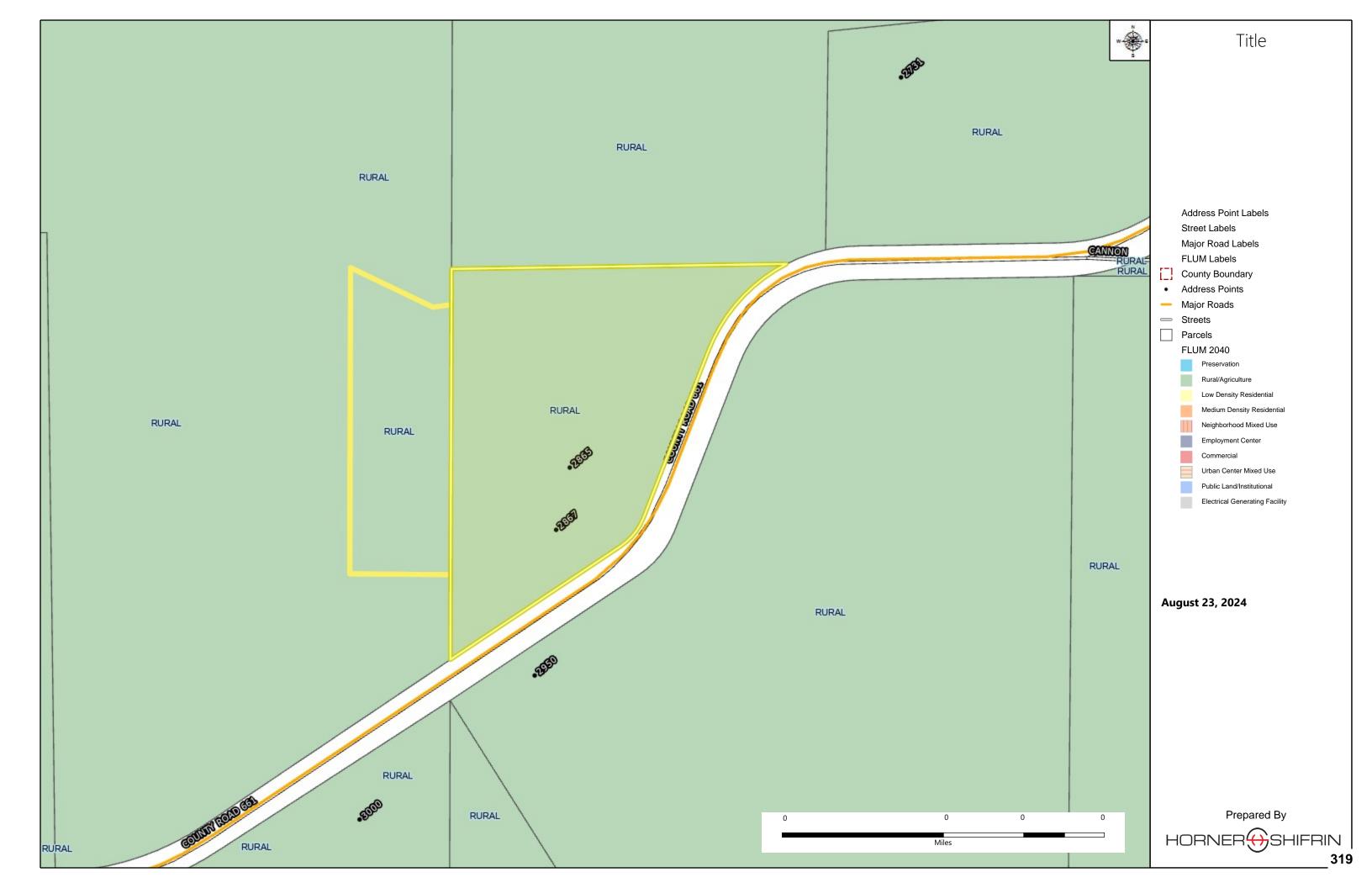
## Exhibit C:

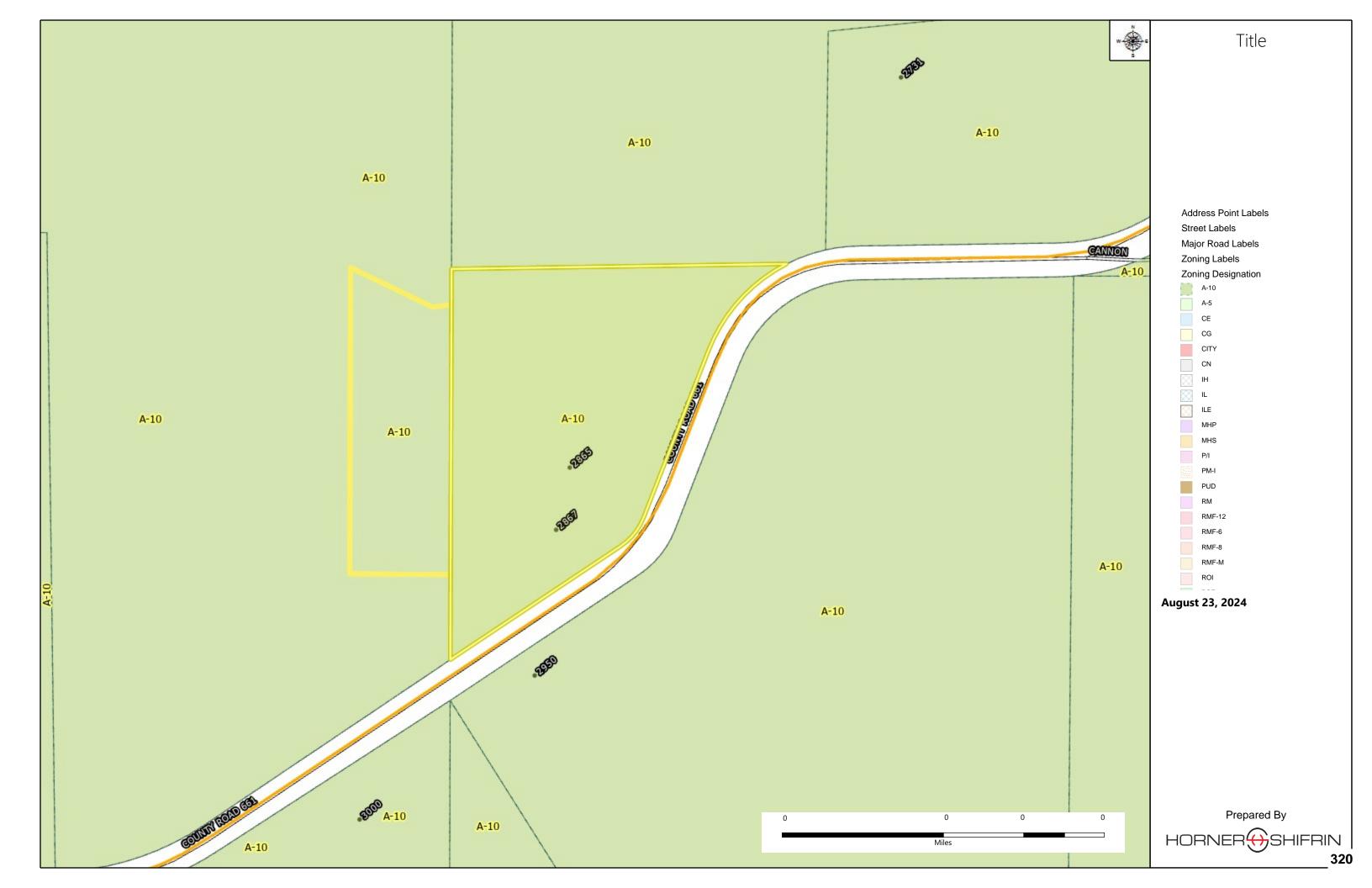


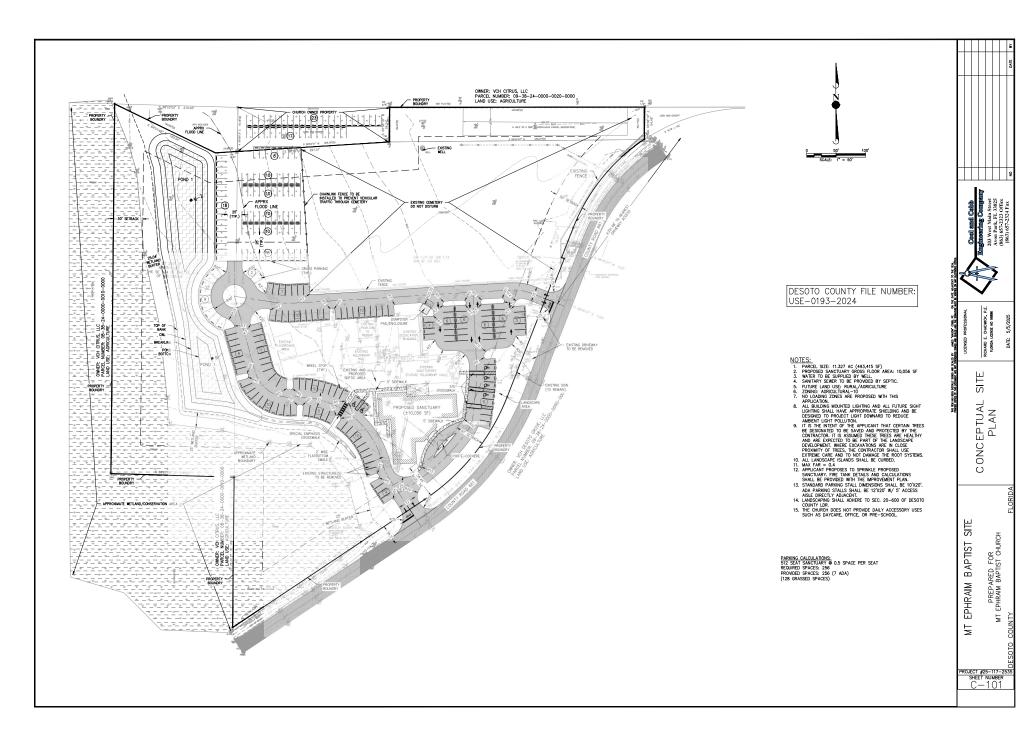
### Exhibit D:











#### **DESOTO COUNTY, FLORIDA**

#### RESOLUTION NO. 2025 - \_\_\_\_

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A SPECIAL EXCEPTION USE (USE-0193-2024) WITH CONDITIONS TO AUTHORIZE A 10,056 SQUARE FOOT EXPANSION OF AN EXISTING PLACE OF WORSHIP ON AN 8.31 ACRE PARCEL ZONED AGRICULTURAL – 10 (A-10) AND IS LOCATED AT 2865 SW CR 661, WITH THE PARCEL IDENTIFICATION NUMBERS BEING 09-38-24-0000-0150-0000 AND 08-38-24-0000-0020-0000; INCORPORATING THE WHEREAS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the DeSoto County Property Appraiser records show that the subject property is located at 2865 SW CR 661 and is owned by Mt. Ephraim Baptist Church, Inc. (Exhibit A: Location Map); and

**WHEREAS**, the 2040 Future Land Use Map shows the 8.31-acre property is located within the Rural/Agricultural Land Use designation and the Official Zoning District Atlas shows the property is situated within the A-10 (Agricultural-10) zoning district; and

**WHEREAS**, Land Development Regulations (LDR) Section 20-126(1)(c)(8) provides that a Place of Worship is considered a Special Exception use in the A-10 zoning district; and

**WHEREAS**, Section 20-1430 of the LDRs further provides that special exception uses shall be reviewed in accordance with the criteria and procedures set forth in Article XI, Division 5, of the LDRs; and

**WHEREAS,** on August 22, 2024, a Special Exception Use application and fee was submitted to the Development Department (USE-0193-2024) with the fee for the expansion of a place of worship; and

WHEREAS, the Development Department has reviewed the Development Plan application and concludes the application is in conformance with the LDR provided conditions are imposed; and

WHEREAS, on November 4, 2025, the Planning Commission held a duly noticed public hearing on the application and entered into the record the Development Review Report and all other competent substantial evidence presented at the hearing, and forwarded the record to the Board of County Commissioners (Board) with the recommendation that the Board adopt the proposed Resolution; and

**WHEREAS,** on November 18, 2025, the Board of County Commissioners held a duly noticed public hearing on the application and entered into the record the Development Review Report and all other competent substantial evidence presented at the Planning Commission and Board hearings; and

**WHEREAS**, the Board concluded the owner/applicant established through competent substantial evidence that the application is in harmony with the LDRs general intent and purpose, is not injurious to the neighborhood or to adjoining properties or is otherwise detrimental to the public welfare based on the findings herein and conditions of approval.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> Whereas clauses incorporated. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

**Section 2**. Property description. The 8.31-acre parcel is located at 2865 SW CR 661, the Property Identification Numbers being 09-38-24-0000-0150-0000 and 08-38-24-0000-0020-0000.

<u>Section 3</u>. Findings and conclusions. The Development Review Report, incorporated herein by reference, represents the written findings of fact and conclusions to support granting to Mt. Ephraim Baptist Church, Inc., a Special Exception use development order to allow within the A-10 zoning district, for the expansion of a place of worship as displayed on the site plan (Exhibit B: Site Plan), in accordance with the Land Development Regulations subject to the following conditions:

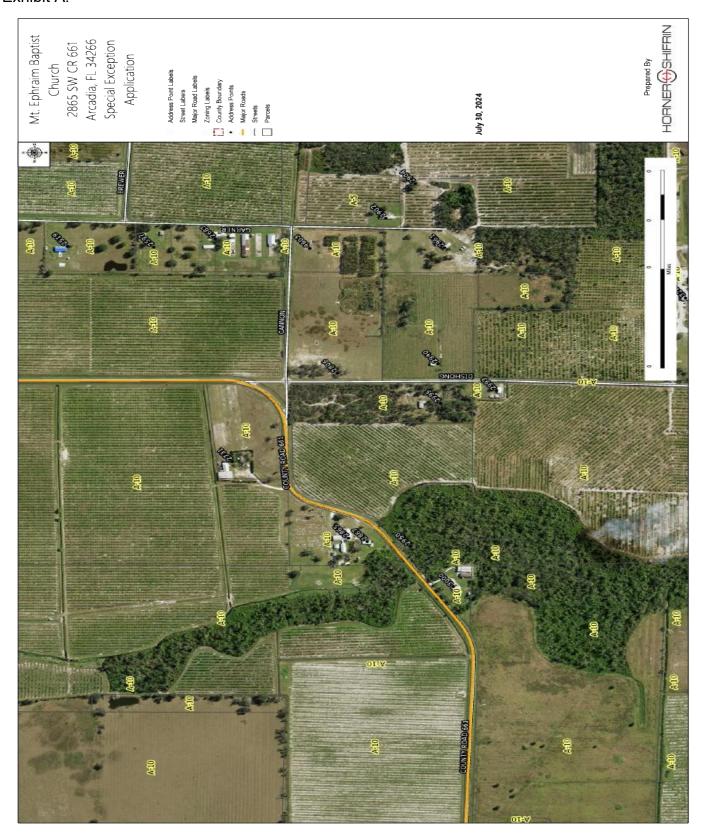
- The applicant shall show that all proposed and existing buildings meet the standards for the minimum distance between adjacent buildings of 10 feet, per Section 20-472(a)(1) of the LDR. This shall be approved by the Planning Department with the Improvement Plan.
- 2. The site is located within the Conservation Overlay district and wetlands exist on site. An environmental report and wetland delineation will be required with the Improvement Plan and the applicant may be required to secure regulatory permits from the State. A copy of the state required permit, or a letter of exemption shall be provided to the Planning Department prior to issuance of the Notice to Proceed.
- 3. The square footage of existing buildings to remain on site shall be shown on the Improvement Plan, along with a Floor Area Ratio calculation that complies with the Comprehensive Plan. This shall be approved by the Planning Department.
- 4. The applicant shall show a clear visibility triangle and sight distances of the proposed access drives on the Improvement Plan, which shall be approved by the County Engineer.
- 5. The Improvement Plan shall show compliance with the standards for ADA accessible parking found in Table 20-537 of the LDR. This shall be approved by the Planning Department.
- 6. The Improvement Plan shall show a Type A buffer where the off-street parking area abuts the public right-of-way. This shall be approved by the Planning Department.
- 7. All parking areas, including grassed, shall conform to the access aisle width requirements and provide wheel stops. This shall be approved by the Planning Department with the Improvement Plan.
- 8. The Planning Department shall approve the required dumpster enclosure consistent with the County's requirements with the Improvement Plan.

- 9. New septic tank systems or modifications to existing septic systems may be required and will be permitted by the Department of Health. Any needed improvements shall be in place prior to issuance of a Certificate of Occupancy.
- 10. The height and type of existing fences shall be in accordance with the LDR and approved by the Planning Department with the Improvement Plan.
- 11. Parking area interior landscaping shall be approved by the Planning Department with the Improvement Plan, consistent with Section 20-537(e)(2).
- 12. A lighting plan shall be approved by the Planning Department with the Improvement Plan addressing glare, traffic safety, economic effects, and compatibility and harmony with properties in the district for any proposed lighting.
- 13. The existing nonconforming sign shall be shown on the Improvement Plan with setbacks and may be continued with the limitations set forth in Sec. 20-760(c) of the LDR. A note to this effect shall be placed on the Improvement Plan.
- 14. The applicant shall depict the onsite vehicular circulation patterns in accordance with the LDR and be approved by the planning, engineering and public safety departments with the Improvement Plan.
- 15. A maximum of half of the required parking may be grassed parking areas in accordance with Section 20-537(a)(3) of the LDR where it is clear that such grassed surface can be adequately maintained due to infrequency of use, and that adequate permanent traffic control means will be provided to direct vehicular flow and parking. This shall be approved by the Planning Department with the Improvement Plan.

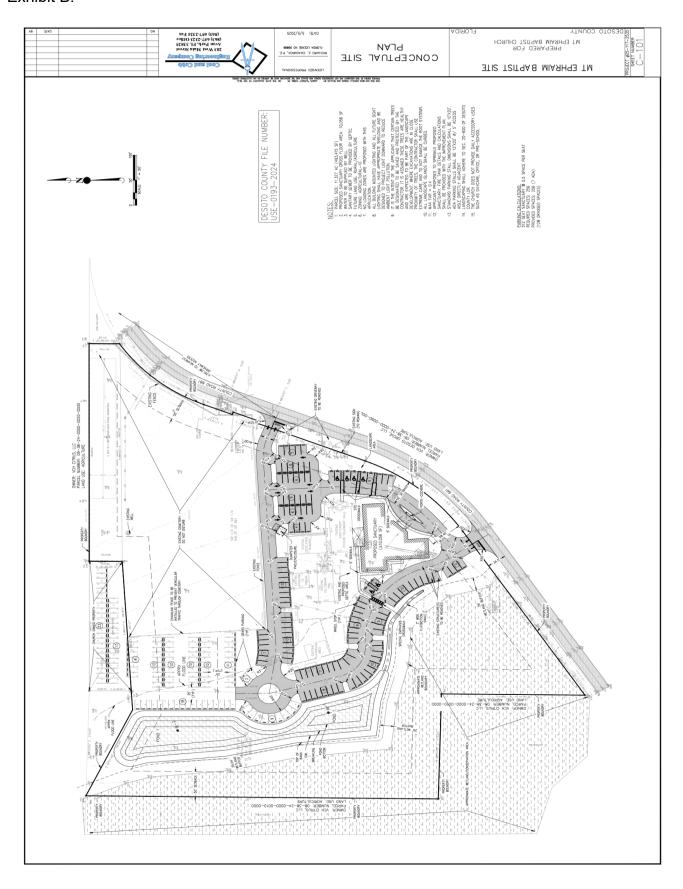
<u>Section 4.</u> Effective date. This Resolution shall take effect immediately upon its adoption. **PASSED AND ADOPTED** this 18th day of November, 2025.

ATTEST:	OF DESOTO COUNTY, FLORIDA
By: Mandy Hines	_ By: J.C. Deriso, Chairman
County Administrator	Board of County Commissioners
APPROVED AS TO LEGAL FORM	
Ву:	
Valerie Vicente	
County Attorney	

## Exhibit A:



### Exhibit B:





## **DeSoto County**

### 11/18/2025

Item #: 26.				
☐ Consent Agenda	⊠Quasi-Judicial Public Hearing			
☐ Regular Business	6:30 pm			
☐ Public Hearing Ordinance				
<b>DEPARTMENT:</b>	Planning & Zoning			
<b>SUBMITTED BY:</b>	Laura McClelland			
PRESENTED BY:	Misty Servia			

#### TITLE & DESCRIPTION:

Ordinance / JBCC Veterans Blvd. LLC (Veterans Storage) Rezone - RZNE-0067-2025

### **REQUESTED MOTION:**

A motion to adopt/deny the proposed ordinance for a rezone to PUD and enter into the record the development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

#### **SUMMARY:**

The request before the DeSoto County Board of County Commissioners, is an Official Zoning District Atlas Amendment application (Rezoning) (RZNE - 0067-2025) filed by Steve Krzynski, PE of Morris Engineering and Consulting, LLC, on behalf of the Applicant, JBCC Veterans Blvd, LLC, to rezone a +/- 2.32-acre parcel. The applicant is requesting approval of the proposed Planned Unit Development (PUD) zoning district to allow a 3-story, 81,666 SF self-storage facility with a 0.81 FAR, as more particularly reflected in the Concept Development Plan.

The property is generally located in southwest DeSoto County, at the NE Corner of N Orlando Blvd and Veterans Blvd, lying within DeSoto County but adjacent to both the City of North Port (Sarasota County) to the west and Charlotte County to the South. It is the only parcel in DeSoto County on the west side of I-75.

### **BACKGROUND:**

The General Development Order Application states the request is to amend the Official Zoning District Atlas by changing the zoning district for +/- 2.32 acres from Commercial General (CG) Zoning District to Planned Unit Development (PUD) to allow a 3-story, 81,666 SF self-storage facility with a 0.81 FAR and associated infrastructure with a Concept Development Plan.

The Interim 2040 Future Land Use Map shows the property is designated as Low Density

### **ITEM #:** 26.

Residential. Future Land Use Element, Objective 1.4 defines the Low Density Residential Future Land Use Category. The PUD Concept Development Plan shows the proposed building, stormwater, parking, as well as wetlands that are proposed to be impacted. The open space shown on the proposed Concept Development Plan exceeds the required 25% open space, providing 37% (+/- 36,966 s.f.).



# DESOTO COUNTY DEVELOPMENT DEPARTMENT STAFF REPORT

**CASE #**: RZNE-0067-2025

**REQUEST:** Rezone from Commercial General (CG) to PUD

(Planned Unit Development)

**PROPERTY OWNER:** JBCC Veterans Blvd. LLC

50 Central Avenue, Ste 980 Sarasota, Florida 34236

APPLICANT: Steve Krzynski, PE

Morris Engineering and Consulting, LLC

6901 Professional Parkway E Sarasota, Florida 34240

**PROPERTY ID:** 31-39-23-0000-0023-0000

**TOTAL PARCEL SIZE:** +/- 2.32 Acres

**ZONING DISTRICT:** CG (Commercial General)

**FUTURE LAND USE MAP** 

**DESIGNATION:** LDR (Low Density Residential)

**OVERLAY DISTRICTS:** None

## **DEVELOPMENT REVIEW REPORT**

The request before the DeSoto County Board of County Commissioners, is an Official Zoning District Atlas Amendment application (Rezoning) (RZNE – 0067-

2025) filed by Steve Krzynski, PE of Morris Engineering and Consulting, LLC, on behalf of the Applicant, JBCC Veterans Blvd, LLC, to rezone a +/- 2.32-acre parcel. The applicant is requesting approval of the proposed Planned Unit Development (PUD) zoning district to allow a 3-story, 81,666 SF self-storage facility with a 0.81 FAR, as more particularly reflected in the Concept Development Plan.

The property is generally located in southwest DeSoto County, at the NE Corner of N Orlando Blvd and Veterans Blvd, lying within DeSoto County but adjacent to both the City of North Port (Sarasota County) to the west and Charlotte County to the South. It is the only parcel in DeSoto County on the west side of I-75.

The DeSoto County Land Development Regulations (LDR) Article XI, Division 7 requires the Planning Commission/Local Planning Agency to hold at least one public hearing with due public notice on a rezoning application and to make a recommendation on the application to the Board.

### I. BACKGROUND

The General Development Order Application states the request is to amend the Official Zoning District Atlas by changing the zoning district for +/- 2.32 acres from Commercial General (CG) Zoning District to Planned Unit Development (PUD) to allow a 3-story, 81,666 SF self-storage facility with a 0.81 FAR and associated infrastructure with a Concept Development Plan.

The Interim 2040 Future Land Use Map shows the property is designated as Low Density Residential. Future Land Use Element, Objective 1.4 defines the Low Density Residential Future Land Use Category. The PUD Concept Development Plan shows the proposed building, stormwater, parking, as well as wetlands that are proposed to be impacted. The open space shown on the proposed Concept Development Plan exceeds the required 25% open space, providing 37% (+/-36,966 s.f.).

Land Use Table	Acres/S.F.	% of Site
Impervious Area	58,114 SF	57.6%
Stormwater Area	5,771 SF	5.7%
Common Open Space Area	36,966 SF	36.7%
Total	100,851 SF (2.32 acres)	100%

### II. PROPOSED ORDINANCE

AN ORDINANCE OF THE DESOTO COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS AMENDING THE OFFICIAL ZONING ATLAS IDENTIFIED IN LAND DEVELOPMENT REGULATIONS ARTICLE 2, **ZONING DISTRICTS** REQUIREMENTS, SECTION 20-31, ESTABLISHMENT OF ZONING DISTRICTS; GRANTING TO THE APPLICANT, JBCC VETERANS BLVD, LLC, AN OFFICIAL ZONING DISTRICT ATLAS AMENDMENT (RZNE-0067-2025) BY CHANGING THE ZONING DISTRICT OF +/- 2.32 ACRES FROM COMMERCIAL GENERAL (CG) TO PLANNED UNIT DEVELOPMENT (PUD) WITH A CONCEPT DEVELOPMENT PLAN FOR AN 81,666 SQUARE FOOT MINI WAREHOUSE PURSUANT TO APPROVED BONUS INTENSITY ON PROPERTY GENERALLY LOCATED IN SOUTHWEST DESOTO COUNTY AT THE NORTHEAST CORNER OF N. ORLANDO BOULEVARD AND VETERANS BOULEVARD, THE PROPERTY IDENTIFICATION NUMBER BEING 31-39-23-0000-0023-0000 AND PROVIDING FOR AN EFFECTIVE DATE.

## III. DATA & ANALYSIS

In all quasi-judicial proceedings, the applicant shall bear the burden of demonstrating by competent and substantial evidence that the application satisfies the standards and requirements of the LDR and the Comprehensive Plan.

LDR Article XI, Administration and Enforcement, Division 7 addresses Official Zoning District Atlas (rezoning) amendment and text amendment applications. LDR Section 20-1650 defines the Official Zoning District Atlas as scaled-based maps of the unincorporated area of the County depicting the land features, roads and property lines overlaid with zoning district boundaries adopted by the DeSoto County Board of County Commissioners, certified and dated by the Board Chairman, as may be amended from time to time. Zoning District symbols are depicted within each boundary.

- **A. Application requirements.** LDR Section 20-1496 establishes two prerequisites for the filing of an Official Zoning District Atlas amendment as shown below.
  - 1. Initiation. LDR Section 20-1496(a) restricts the persons who may initiate an Official Zoning District Atlas Amendment to the following:
    - Board of County Commissioners;
    - Planning Commission;
    - Board of Adjustment;
    - Any other department of agency of the County; or
    - Any person other than those listed above; provided, however, that
      no person shall propose an amendment for the rezoning of
      property (except as agent or attorney for an owner) which he does
      not own. The name of the owner shall appear on each application.

The Planning Director finds that on March 24, 2025, a General Development Order application and an Official Zoning District Atlas Amendment application (RZNE-0067-2025) and fee were filed with the Development Department. The Planning Director finds the General Development Order Application was executed by Steve Krzynski, P.E., as authorized agent for the owner. Based on the above findings, it is concluded the application can be found in **conformance** with this requirement.

2. Filing requirements. LDR Section 20-1496(b) provides that all proposals for zoning amendments shall be submitted in writing to the

4

Development Department, accompanied by all pertinent information required by the LDR and the application along with payment of the application fee.

The written General Development Order Application and Official Zoning District Atlas Amendment Development Order Application Form and fees were filed with the Development Department on March 24, 2025.

Based on the above findings, the Planning Director concludes the application can be found in **conformance** with the filing requirements in LDR Section 20-1496(b) for rezoning.

- **B.** The Planning Director review. LDR Section 20-1497 addresses The Planning Director review.
  - 1. Section 20-1497(a) provides that upon receipt of an application; the Planning Director shall determine whether the application is complete. If the application is complete, it will be accepted for review. If the application is incomplete, the Planning Director shall specify in writing the additional information required for the application to be processed. No further action shall be taken on the application until the additional information is submitted and determined to be complete.

The Planning Director provided notice that the rezone application was deemed complete on March 24, 2025. The Planning Director finds that the Planning & Zoning Division of the Development Department processed the application in **conformance** with LDR Section 20-1497(a).

2. Section 20-1497(b) provides that after receipt of a complete application; the Planning Director shall distribute the application for review by the Development Review Committee (DRC).

The Planning Director finds the application package was distributed to DRC members after each filing. Thus, the Planning Director finds the

Planning & Zoning Division of the Development Department has processed the application in **conformance** with the requirements of LDR Section 20-1497(b).

3. Section 20-1497(c) provides that upon completion of review; the Development Department shall prepare a staff report and schedule review of the application at a public hearing by the Planning Commission.

The Development Review Report was provided to the authorized agent for review and comment. Thus, the Planning Director finds the Planning & Zoning Division of the Development Department has processed the application in **conformance** with LDR Section 20-1497(c).

- C. Planning Commission Report. LDR Section 20-1498(a) provides that the report and recommendations of the Planning Commission to the Board of County Commissioners shall show that the Planning Commission has studied and considered the proposed change in relation to the 15 factors listed below.
  - 1. Whether the proposed change would be consistent with the Goals, Objectives and Policies of the Comprehensive Plan.

Consistency analysis: The Planning Director has reviewed the application against the Goals, Objectives, and Policies of the Comprehensive Plan in Exhibit F and finds and concludes the following.

The subject property is currently undeveloped and is adjacent to Interstate 75 to the north and east, and vacant residential property to the west, located in in the City of North Port. Vacant commercial land is located to the south, across Veterans Blvd, in Charlotte County.

The subject property is designated Low Density Residential on the Future Land Use Map. Policy 1.4.7 allows existing non-residential zoned areas within the Low Density Residential land use, on arterial

roadways, and mini warehouse uses can have a base intensity of 0.4 FAR, with a maximum FAR of 1.0 subject to meeting Bonus Criteria in Policy 1.1.4. The site, with existing CG zoning, is proposing a PUD rezone in accordance with Policy 1.1.3: Density Unit Bonus Limits, which states that the Land Development Regulations shall require Planned Developments. The proposed PUD Concept Development Plan is requesting the bonus FAR and proposing an 81,666 SF miniwarehouse on the +/- 2.32-acre property for a gross FAR of 0.81.

The applicant has provided a narrative considering performance criteria as relates to bonus intensity. The site is in proximity to existing water and wastewater (Charlotte County Utilities) located along the south side of Veterans Blvd, a 4-lane divided arterial roadway. The proposed site is served by DeSoto County Fire Station #2, located 7.8 miles to the northeast. Because the proposed use is non-residential, the proximity of schools, affordable housing, mixed-use, and recreational activities are not applicable. The site offers 37% open space (25% required) with 10' landscape buffers around the perimeter of the site. Approximately 0.4 acres of wetlands, identified in the Environmental Report and the ERP application, are proposed to be impacted.

The proposed development will connect to existing public utility systems along Veterans Boulevard in the Charlotte County Utility Franchise Area. The project has received Final Site Plan approval from Charlotte County for the proposed utility and roadway improvements.

The Environmental Considerations Report (Ian Vincent & Associates) and an ERP application approval were submitted. The ERP identifies 0.4 acres of wetlands proposed to be impacted on the site (0.28 acres onsite and 0.12 acres off-site, per the Concept Development Plan).

In summary, the Planning Director concludes that the rezoning application can be found in conformance with the Comprehensive Plan.

### 2. The existing land use pattern.

Consistency analysis: The subject property is in southwest DeSoto County, at the NE Corner of N Orlando Blvd and Veterans Blvd, lying within DeSoto County but adjacent to both the City of North Port (Sarasota County) to the west and Charlotte County to the South. It is the only parcel in DeSoto County on the west side of I-75.

The subject property is currently undeveloped. **Table 1** provides a description of the Future Land Use Categories, Zoning Districts, and specific types of land uses surrounding the proposed PUD:

TABLE 1

Directions	Future Land Use	Zoning District	Use
Site	Low Density Residential	RMF-6 (current) PUD (proposed)	Vacant, Non- agricultural Land
North	Low Density Residential	CG	Interstate 75, vacant
South – Charlotte County	Low Density Residential	CE	Veterans Blvd., vacant
East	Low Density Residential	CG	Interstate 75, vacant
West – City of North Port, Sarasota County	Low Density Residential	AC-10 (Activity Center 10 supports variety of commercial and industrial uses, as well as limited residential uses)	Vacant Residential

Directions	Future Land Use	Zoning District	Use

**USE COMPATIBILITY ANALYSIS** 

**Table 1** shows the existing land use pattern. The surrounding properties are primarily in the Low Density Residential Future Land Use Category. To the north and east of the triangular shaped subject parcel is Interstate 75. Vacant commercial land is located to the south, across from Veterans Blvd., in Charlotte County. To the west there is vacant single-family residential in the City of North Port in Sarasota County.

The table illustrates that the surrounding uses are developing in a fashion consistent with the Low Density Residential Future Land Use category. While the primary use of the LDR is residential, a sustainable mix of neighborhood scale commercial may be introduced only as part of the PUD process (Policy 1.4.2). Commercial areas shall be located at the intersections of collector and/or arterial roads and shall be separated approximately 2 miles from other existing and/or future commercial designated areas. PUD zoned projects may establish their own specific height, bulk, setback, buffering, and other regulations for the zoning district to help to achieve compatibility between uses.

The proposed PUD is located at the northwest corner of Interstate 75 and Veterans Blvd. and as the only parcel in DeSoto County west of I-75, has no direct access to De Soto County. Based on the above, it is concluded the application can be found in **conformance** with this factor.

# 3. The creation of an isolated district unrelated to adjacent and nearby districts.

Consistency analysis: The subject parcel is in a developing area, albeit

given the location on the west side of I-75 at the NE Corner of N Orlando Blvd and Veterans Blvd, the City of North Port (Sarasota County) to the west and Charlotte County to the south, the site is more dependent upon those jurisdictions in terms of access and utilities, but all other services are from DeSoto County. The following non-residential supporting services are the following approximate distances:

- DeSoto County Sheriff's Office 23 miles (offices)
- Charlotte County Sheriff's District Office 3.2 miles
- DeSoto County Fire Station #2 7.8 miles
- Charlotte County Fire/EMS Station 8 3 miles
- Fawcett Memorial Hospital (Port Charlotte) 5.8 miles

Mutual aid with adjacent counties may be utilized when emergency services are required, but the site is in proximity to services for a non-residential use.

Based on the above findings, it is concluded the application can be found in **conformance** with this factor.

4. The impact on the availability of adequate public facilities consistent with the level of service standards adopted in the Comprehensive Plan, and as defined and implemented through the DeSoto County concurrency regulations.

Consistency analysis: DeSoto County reviews development to ensure projects are subject to minimum criteria for public facilities requiring a concurrency review that do not result in a reduction of the level of service below the adopted standard. Policy 1.22.5 provides for roadways, recreation and open space, solid waste, potable water and sanitary sewer. Future development applications will be required to be consistent with this policy.

The project is a proposed Planned Unit Development (PUD) District, for a commercial use, which requires a concept development plan with the Zoning Atlas Amendment. The concept development plan provides a supportive report as required by Sec. 20-144(g)(2), which would classify the PUD and concept development plan as an Intermediate Development Order.

The project is not located within DeSoto County's utility service area, however it is located within the Charlotte County utility service area. The proposed mini-warehouse will connect to existing public utility systems along Veterans Boulevard in the Charlotte County Utility Franchise Area. The project has received Final Site Plan approval from Charlotte County for the proposed utility and roadway improvements.

No traffic study was provided with the PUD rezone application. Given the proposed mini-warehouse use, traffic is expected to be minimal as mini-warehouse facilities have very low ITE Trip Generation rates. Access to the site is proposed on Veterans Blvd. in Charlotte County. Charlotte County staff has reviewed the site plan for the proposed mini-warehouse and issued final site plan approval. A note was requested to be added to the Concept Development Plan stating:

"According to Paragraph C, of the Laws & Ordinance Charlotte County, Florida (AKA Municode), granting authority to the County Engineer under Part III (Land Development & Growth Management), Chapter 3-6 (Roads & Bridges), Article II (Construction; Improvements), Division I (Generally), Section 3-6-21 (County Specifications; permits), that: Given the magnitude of improvements that will be performed to construct proposed improvements to Veterans Blvd turn lane to provide access to the site, either the owner, developer and/or contractor will post a check in an amount sufficient to cover the costs of inspection services necessary to ensure work performed within the right-ofway is performed in accordance with and acceptable to County and FDOT standards. This check would be used to cover costs incurred by Construction Management. At the time of permit application, the applicant shall provide a full set of construction plans, pertinent data indicating the length of contract time

needed to perform the work, and the name of the contractor to perform the work. An estimated amount of inspection time will be calculated, and an amount will be determined to cover those services. Should the length of time or hours needed to complete the inspection services exceed the estimate and posted amount, the permit holder by acceptance of the permit conditions, will be charged and agree to reimburse Charlotte County, any additional costs incurred. No work shall commence until this check is posted and no CO will be given until any outstanding monies due the County are settled."

Based on the above findings, the application, with recommended conditions, can be found to be in **conformance** with this factor.

# 5. Whether the existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for changes.

Consistency analysis: The project is in a transitioning area, on the west side of Interstate 75, with Charlotte County to the south and the City of North Port to the west.

The surrounding properties are primarily in the Low Density Residential Future Land Use Category. To the north and east of the triangular shaped subject parcel is Interstate 75. Vacant commercial land is located to the south, across from Veterans Blvd., in Charlotte County. To the west there is vacant single-family residential in the City of North Port in Sarasota County.

The proposed PUD is located at the northwest corner of Interstate 75 and Veterans Blvd. and as the only parcel in DeSoto County west of I-75, has no direct access to DeSoto County. The proposed project is adjacent to Interstate 75 to the east, approximately 1 mile north of the interchange of I-75 and Kings Highway. The proposed rezone from CG to PUD is consistent with the proposed use of a mini-warehouse and creates a logical development pattern with access to a major

transportation corridor that aligns with the intensities permitted under the DeSoto County Comprehensive Plan.

Based on the above, it is concluded the application can be found in **conformance** with this factor.

# 6. Whether changed or changing conditions make the passage of the proposed amendment necessary.

Consistency analysis: The project is in a developing area, on the west side of Interstate 75, with Charlotte County to the south and the City of North Port to the west.

The zoning amendment is necessary for the project based on the requirements of Policy 1.1.3 of the Comprehensive Plan which states that the Land Development Regulations shall require Planned Developments for projects requesting a density/intensity bonus.

Future development applications must conform to all required Federal, State, and County permitting requirements. Based on the above, it is concluded the application can be found in **conformance** with this factor.

## 7. Whether the proposed change will adversely influence living conditions in the area.

Consistency analysis: The project is a non-residential use, a 3-story, 81,666 SF self-storage facility.

Self-storage warehouses serve area residential uses and businesses. They are very benign uses with limited traffic, noise, and uses that would be incompatible with area residential development. While it is not adjacent to lands with similar densities/intensities, given its location on a thoroughfare and contiguous to an interstate highway, mini warehouses are considered to be benign land uses, and the proposed project is not expected to adversely affect living conditions

in the area.

Future development applications must conform to all required Federal, State, and County permitting requirements. Based on the above it is concluded the application can be found in **conformance** with this factor.

# 8. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Consistency analysis: A traffic study was not provided with the PUD rezone application. Given the proposed mini-warehouse use, traffic is expected to be minimal. The ITE Trip Generation rates for miniwarehouses are very low.

Access to the site is proposed on Veterans Blvd. in Charlotte County. Charlotte County staff has reviewed the site plan for the proposed mini-warehouse and issued final site plan approval. A note was requested to be added to the Concept Development Plan stating:

According to Paragraph C, of the Code of Laws & Ordinance Charlotte County, Florida (AKA Municode), granting authority to the County Engineer under Part III (Land Development & Growth Management), Chapter 3-6 (Roads & Bridges), Article II (Construction; Improvements), Division I (Generally), Section 3-6-21 (County Specifications; permits), that: Given the magnitude of improvements that will be performed to construct proposed improvements to Veterans Blvd turn lane to provide access to the site, either the owner, developer and/or contractor will post a check in an amount sufficient to cover the costs of inspection services necessary to ensure work performed within the right-ofway is performed in accordance with and acceptable to County and FDOT standards. This check would be used to cover costs incurred by Construction Management. At the time of permit application, the applicant shall provide a full set of construction plans, pertinent data indicating the length of contract time needed to perform the work, and the name of the contractor to perform the work. An estimated amount of inspection time will

be calculated, and an amount will be determined to cover those services. Should the length of time or hours needed to complete the inspection services exceed the estimate and posted amount, the permit holder, by acceptance of the permit conditions, will be charged and agree to reimburse Charlotte County, any additional costs incurred. No work shall commence until this check is posted and no CO will be given until any outstanding monies due to the County are settled.

Based on the above, it is concluded the application can be found in **conformance** with this factor.

### 9. Whether the proposed change will create a drainage problem.

Consistency analysis: The proposed PUD shows proposed stormwater areas on the Concept Development Plan. The FEMA flood maps for this area are numbers 1200720266C effective on 11/06/2013. Based upon the flood maps, the site is located in Flood Zone X. Stormwater will be maintained on-site and directed to a series of dry retention and wet retention ponds. The stormwater will be properly treated and attenuated per the State requirements prior to discharge. An environmental resource permit from SWFWMD was provided as well as a drainage connection permit from FDOT.

Based on the above, it is concluded the application can be found in **conformance** with this factor.

# 10. Whether the proposed change will seriously reduce light and air to adjacent areas.

Consistency analysis: The reduction of light and air to the adjacent areas is a function of total development vs. open space, building height, and building setbacks.

Based upon the site design and location, the project will not seriously reduce light and air to the adjacent area.

Based on the above findings, it is concluded the application can be found in **conformance** with this factor.

11. Whether the proposed change will adversely affect property values in the adjacent area.

Consistency analysis: The project is a non-residential use in a residential area but located on Veterans Blvd, a thoroughfare roadway and backs up to I-75. Self-storage warehouses serve area residential uses and businesses. They are benign land uses that generate limited traffic trips and noise and are commonly found throughout communities.

Therefore, the proposed change in zoning should not adversely affect property values in the immediate area. Based on the above findings, it is concluded the application can be found in **conformance** with this factor.

12. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Consistency analysis: With the PUD established standards for setbacks and LDR required open space, the proposed change should not be a deterrent to the improvement or development of adjacent property. The parcel is contiguous to two major roadways, providing additional separation between the site and land to the east and south. Based on the above findings, it is concluded the application can be found in **conformance** with this factor.

13. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Consistency analysis: It can be found that the proposed change does not grant a special privilege to an individual owner as compared to the public welfare for the proposed PUD. The Comprehensive Plan expressly permits mini-warehouse uses in the Low Density Residential Future Land Use Category and the standards in the PUD zoning district have criteria to minimize impacts to adjacent uses.

The public's health, safety, and welfare has been considered and the change in zoning can be found in **conformance** with this factor.

# 14. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

Consistency analysis: Policy 1.1.3 of the Comprehensive Plan mandates that a project seeking a bonus FAR is processed as a PUD rezoning. The existing CG (Commercial General) zoning cannot support the planned project, based on the standards of this policy.

Based on the above findings, it is concluded the application can be found in **conformance** with this factor.

# 15. Whether the change suggested is out of scale with the surrounding area.

Consistency analysis: The project scale can be found to be appropriate with the area. The site is uniquely located on a parcel with street frontage on an arterial and interstate roadway. The proposed 3-story, 81,666 SF self-storage facility may help to buffer noise from the interstate to the surrounding properties based on the building massing. The separation between the subject building and adjacent building envelopes does not present a concern of an incompatible scale.

It can be found that the proposed rezone to PUD will allow for development at an appropriate scale, consistent with the contiguous single family residential uses and development trends in the surrounding area. Furthermore, the required landscape buffers will help to mitigate the size of the proposed building.

In summary the proposed PUD is not out of scale with the surrounding area and is consistent with the Low Density Residential land use designation. Overall, the request for the PUD district and concept development plan are consistent with the Goals, Objectives, and Policies of the DeSoto County Comprehensive Plan. Based on the above findings, it is concluded the application can be found in **conformance** with this factor.

In summary, the Planning Director finds that the application can be found in conformance with the Comprehensive Plan and the 15 factors found in LDR Section 20-1498(a) provided recommended conditions are imposed.

- D. Planned Unit Development District General Requirements and Limitations. LDR Section 20-144(e) requires the following general requirements and limitations shall apply in PUD districts approved under the terms and provisions of these regulations.
  - (1) Unified control. All land included for purpose of development within PUD district shall be owned or under the control of the applicant for such zoning designation, whether that applicant be an individual, partnership or corporation, or a group of individuals, partnerships or corporations. The applicant shall present firm evidence of unified control of the entire area within the proposed development. The applicant shall:
    - a. Agree to be bound by:
      - The concept development plan officially adopted as the PUD district; and
      - 2. Such other conditions or modifications as may be attached to the rezoning of land to the PUD classification.
    - Provide agreements, contracts, deed restrictions or sureties
       acceptable to the County for completion of undertaking in
       accordance with the adopted concept development plan as well as
       for the continuous operation and maintenance of such areas,

functions and facilities that are not to be provided, operated or maintained at general public expense, and

(2) All conditions shall run with the land.

The Development Director concludes that these general requirements will apply when the PUD zoning district application, including the Concept Development Plan is approved. Any required documentation required by this requirement shall be imposed during the Improvement Plan review and approval process. Thus, the Development Director concludes this factor is premature and does not apply until the time the PUD and Concept Development Plan is approved. Thus, this factor is **not applicable**.

- **E. Planned Unit Development District Specific Requirements**. LDR Section 20-144(f) requires a PUD to comply with 13 other requirements.
  - 1. Location: PUD districts shall be located to maintain adopted level of service on all impacted public rights-of-way.

A traffic study was not provided with the PUD rezone application. Given the proposed mini-warehouse use, traffic is expected to be minimal. Access to the site is proposed on Veterans Blvd. in Charlotte County. Charlotte County staff has reviewed the site plan for the proposed mini-warehouse and issued final site plan approval. A note was requested to be added to the Concept Development Plan stating:

According to Paragraph C, of the Code of Laws & Ordinance Charlotte County, Florida (AKA Municode), granting authority to the County Engineer under Part III (Land Development & Growth Management), Chapter 3-6 (Roads & Bridges), Article II (Construction; Improvements), Division I (Generally), Section 3-6-21 (County Specifications; permits), that: Given the magnitude of improvements that will be performed to construct proposed improvements to Veterans Blvd turn lane to provide access to the site, either the owner, developer and/or contractor will post a check in an amount sufficient to cover the costs of inspection

services necessary to ensure work performed within the right-ofway is performed in accordance with and acceptable to County and FDOT standards. This check would be used to cover costs incurred by Construction Management. At the time of permit application, the applicant shall provide a full set of construction plans, pertinent data indicating the length of contract time needed to perform the work, and the name of the contractor to perform the work. An estimated amount of inspection time will be calculated, and an amount will be determined to cover those services. Should the length of time or hours needed to complete the inspection services exceed the estimate and posted amount, the permit holder by acceptance of the permit conditions, will be charged and agree to reimburse Charlotte County, any additional costs incurred. No work shall commence until this check is posted and no CO will be given until any outstanding monies due to the County are settled.

Thus, it is concluded the application can be found in **conformance** with this factor.

 Minimum Area Required: The minimum area required for a planned unit development district containing only residential uses shall be 5 acres: containing only commercial or industrial uses shall be 2 acres, and containing a mix of residential, commercial or industrial uses shall be 5 acres.

The Development Director finds the PUD is 2.32 acres and for commercial use. Therefore, the application can be found in **conformance** with this factor.

3. Character of the Site: The condition of soil, ground water level, drainage and topography shall all be appropriate to both kinds and pattern of use or uses intended. The site shall also contain sufficient width and depth to adequately accommodate its proposed use and design.

The concept plan demonstrates that the width and depth of the site can accommodate the design. Soils Conditions Map shows the property consists of Eaugallie Fine Sand and Felda Fine Sand. The Soil Survey of DeSoto County, Florida classifies these soils as being deep, poorly drained soils that formed in thick beds of sandy and loamy marine sediments. These soils are on flatwoods and marine terraces. Slopes range from 0 to 2 percent. The soil conditions will be evaluated by a geo-technical engineer with the construction drawings and are suitable for the proposed nonresidential development provided appropriate drainage and fill materials are provided.

The topographic map of the property shows the elevations range from 21 to 24 feet in elevation. Based on the above, it is concluded the topography can be found to be suitable for commercial development based on the future engineering. Based on the above, it is concluded the application can be found in **conformance** with this factor.

4. Uses Permitted: An applicant may propose any use or combination of uses within a proposed PUD subject to the minimum area requirements contained herein.

Consistency analysis: The development includes a 3-story, 81,666 SF self-storage facility, which can be found to meet the minimum area requirements. Thus, the Development Director concludes the application can be found in **conformance** with this factor.

5. Density: The overall, gross density of the proposed PUD Concept Development Plan shall be calculated by dividing the total number of units proposed by the gross acreage of the PUD. In no event shall the gross density exceed the maximum density permitted by the Comprehensive Plan. In the event of multiple Future Land Use Map categories, no project may be authorized to utilize density averaging or blending techniques.

Consistency analysis: The subject development is a non-residential mini warehouse and not subject to a density evaluation.

Thus, the Development Director concludes that this factor is not applicable to the project review.

6. Minimum Open Space: Planned Unit Developments shall set aside at least 25% of the gross area as open space. Usable open space shall include active and passive recreation areas such as playgrounds, golf courses, water frontage, waterways, lagoons, flood plains, nature trails and other similar open spaces. Open water area beyond the perimeter of the site and street rights-of-way, driveways, off-street parking areas and off-street loading areas, or private yards shall not be counted in determining usable open space.

Consistency analysis: The project is a non-residential use, so public recreation is not applicable. The PUD Concept Development Plan exceeds the minimum required 25% open space (25,212 sf) required by the Low Density Future Land Use category, providing 37% (+/- 36,966 sf). The provided open space includes landscaped open space area and stormwater area, as shown on the concept plan. The PUD zoning district requires 25% useable open space and limits 25% of the useable open space to stormwater management facilities and does not exempt non-residential projects from providing useable open space. Staff recommends a condition requiring the Improvement Plan to comply with the useable open space standards. Based on the above, it is concluded the application can be found in **conformance** with this factor.

7. Minimum Lot Area and Frontage Requirements within a PUD: No minimum lot size or yards shall be required within a PUD, except that peripheral yards abutting the exterior limits of the PUD boundary (except for boundaries limited in or by water) shall observe yard requirements in accordance with the zoning classification the use most closely resembles. Every dwelling unit or other use must be served directly or via an approved private road, pedestrian way, court, or other area dedicated to public use or reserved for private use, or common element guaranteeing

access. Permitted uses are not required to front on a publicly dedicated road or street.

Consistency analysis: The Concept Development Plan shows the proposed setbacks for the self-storage facility are consistent with the setbacks for the CG district (existing zoning of the site). A 40' front setback, 10' side setback, and 25' rear setback are noted on the Concept Development Plan. Because the triangular shaped site has frontage on Veterans Blvd. and Interstate 75, a front setback is provided on both roadway frontages with a side yard setback provided along the western property line. Access is proposed from Veterans Blvd.

Based on the above, it is concluded the application can be found in **conformance** with this factor.

8. Off-Street Parking and Off-Street Loading Requirements: Off-street parking and off-street loading requirements shall be as for comparable uses set out in the Land Development Regulations. Shared parking facilities may be approved as part of the request upon review of an acceptable alternative parking strategy study.

Consistency analysis: The Concept Development Plan shows the location of the proposed parking and loading areas. The Land Development Regulations do not address parking and loading for mini-warehouse/self-storage facility uses. The applicant provided an analysis of neighboring and similar sized jurisdictions, demonstrating the range of different requirements if applied to the site, from 2 spaces to 19 spaces. The applicant has provided 7 parking spaces, including one ADA space, justifying a parking calculation that meets the needs of the proposed use (1 space per employee on busiest shift plus one space per 250 SF of office space). One loading zone space is also provided, as well as a covered 30' wide loading area, adjacent to the building.

Based on the above, it is concluded the application can be found in **conformance** with this factor.

- 9. Development Planning External Relationships: Development planning within a PUD district shall provide protection of the development from adverse surrounding influences and protection of surrounding areas from adverse influences generated by or within the district.
  - a. Principal vehicular access points shall be designed to encourage smooth traffic flow and minimum hazards to vehicular or pedestrian traffic. Merging and turnout lanes and/or traffic dividers shall be required where existing or anticipated heavy traffic flows indicate need. Where streets within the district intersect adjoining streets, appropriate visibility triangles shall be maintained.

Consistency analysis: Traffic patterns and required improvements are details that are generally approved with the final plans, supported by a traffic analysis. Charlotte County has approved these details for the applicant, since they propose access to a Charlotte County roadway. A note was requested to be added to the Concept Development Plan stating:

According to Paragraph C, of the Code of Laws & Ordinance Charlotte County, Florida (AKA Municode), granting authority to the County Engineer under Part III (Land Development & Growth Management), Chapter 3-6 (Roads & Bridges), Article II (Construction; Improvements), Division I (Generally), Section 3-6-21 (County Specifications; permits), that: Given the magnitude of improvements that will be performed to construct proposed improvements to Veterans Blvd turn lane to provide access to the site, either the owner, developer and/or contractor will post a check in an amount sufficient to cover the costs of inspection services necessary to ensure work performed within the right-of-way is performed in accordance with and

acceptable to County and FDOT standards. This check would be used to cover costs incurred by Construction Management. At the time of permit application, the applicant shall provide a full set of construction plans, pertinent data indicating the length of contract time needed to perform the work, and the name of the contractor to perform the work. An estimated amount of inspection time will be calculated, and an amount will be determined to cover those services. Should the length of time or hours needed to complete the inspection services exceed the estimate and posted amount, the permit holder by acceptance of the permit conditions, will be charged and agree to reimburse Charlotte County, any additional costs incurred. No work shall commence until this check is posted and no CO will be given until any outstanding monies due to the County are settled.

Based on the above, it is concluded the application can be found in **conformance** with this factor.

b. Fences, walls or vegetative screening at edges of PUD districts shall be provided where needed to protect residents from lighting, noise or other adverse off-site influences, or to protect residents of adjoining districts from similar possible influences from within the PUD district. In all cases, screening shall, at a minimum, be designed to protect existing or potential first-floor residential occupant window levels. In particular, off-street parking areas for five (5) or more cars, service areas for loading or unloading vehicles other than passengers, and areas for storage and collection of trash and garbage shall be so screened.

Consistency analysis: A Type B buffer is required to be adjacent to residential and is proposed along the west. A Type A buffer is proposed along Veterans Blvd. to the south and I-75 to the east. The proposed dumpster is in a 12'x12' enclosure. Parking lot landscaping will be reviewed with the Improvement Plan. Based

on the above findings, it is concluded the application can be found in **conformance** with this factor.

### 10. Phasing of Development

- a. It is the intent of DeSoto County that to the extent possible, each approved PUD development be carried through to completion in essentially the form in which it is approved at the Concept Development Plan level. Therefore, each phase of the development will be expected to adhere closely to the design principles of the Concept Development Plan. However, the County recognizes as a practical matter, that the long term nature of the proposed buildout of the PUD will likely justify changes based on changing economic or other factors. Therefore, provision is made for the submission of individual phases or subunits of the entire PUD. All such phases shall, in their timing, nature, intensity and location, be determined to be consistent with the larger PUD and to contribute to its completion in a unified fashion. Where such consistency is not feasible, it is assumed that the overall PUD Concept Development Plan will be modified to reflect changed conditions or factors.
- b. These phases shall be so located and related that should for any reason the full PUD is not developed, the completed portion will be self-contained.
- c. If the PUD is to be phased and more than one (1) final plat is required, successive plats must be filed so that development activity shall be of a reasonable continuous nature, and shall adhere to the following:
  - 1.All public service facilities, major recreation facility or facilities, including open space, parks, nature areas or environmentally sensitive areas to serve the designated phase shall be platted prior to the platting of more than the first twenty-five (25%) percent of the

total permitted dwelling units or recreational vehicles. The above may be accomplished by phases. As each phase is approved, the public service facilities, recreation and environmentally sensitive areas within the proposed phase shall be dedicated to such public or private entity for such use.

Consistency analysis: The proposed PUD is a non-residential use and will be completed in one phase. This factor **is not applicable**.

2.Internal commercial areas shall not be platted prior to, but may be platted concurrent with, the platting of at least 25 percent of the total permitted dwelling units or recreational vehicles.

Consistency analysis: This factor is **not applicable**.

3.After rezoning to PUD district, no plat or building permit shall be issued by the County, and no development shall commence unless in conformance with the approved concept development plan.

Consistency analysis: This factor is applicable.

4. If no significant construction has begun or no use is established in the PUD within five years from the time of rezoning the site to PUD, the concept development plan shall lapse and be of no further effect. If a concept development plan lapses under the provisions of this section, the Board of County Commissioners may initiate a petition to rezone the said PUD to an appropriate zoning classification. No rezoning petition may be initiated until the County has provided the applicant with notice of its intent to rezone and further provided a 60-day period during which the applicant may begin construction and thereby cure the lapse. The Board may extend the PUD for two years provided the applicant can show good cause why said development cannot

proceed. There shall be no limit to the number of extensions that may be granted by the Board.

Consistency analysis: This factor **is not applicable to the analysis of the initial PUD rezone**.

- 5. After the original phase containing 25 percent of the total permitted dwelling units is approved and platted, subsequent phases containing areas of residential development shall not be approved for final plat until a minimum of 25 percent of the residential units have been developed and certificates of occupancy issued; provided, however, that the developer of the PUD shall be exempt from this provision if the developer:
  - (i) Enters into a long-term road and drainage maintenance agreement with the County;
     or
  - (ii) Creates a community development district, special taxing district, property owners' association or other acceptable legal entity that will assume ownership and maintenance responsibility of the road and drainage system.

Consistency analysis: The proposed PUD is a non-residential use and will be completed in one phase. The proposed phasing shall be provided with the Improvement Plan. This factor **is not applicable**.

11. Preservation and Protection of Natural Historic or Archeological Features: Every effort shall be made in the planning and development of the PUD District to preserve and protect desirable natural, historic or archaeological features of the site, including trees and other vegetation of consequence. Preliminary evidence from the appropriate agency shall be submitted with the application indicating potential impacts or areas to consider for more detailed study.

Consistency analysis: The project must meet County, State and Federal laws and permitting requirements. An environmental report was submitted (Ian Vincent & Associates, November 2022) and a copy of the Sept. 20, 2024 SWFWMD Notice of Agency Action – Approval of ERP was provided. There are 0.28 acres of wetlands (FLUCCS 630 and 643) located within the project area for the ERP, with 0.12 acres of secondary wetland impacts off-site to the northwest. Permanent filling and dredging impacts to 0.28 acre of wetlands (FLUCCS 643) will occur for construction of the project. Permanent filling/dredging impacts to 0.28 acre of qualifying wetlands were evaluated. Wetland mitigation for permanent filling and dredging impacts will be provided by the purchase of 0.01 freshwater forested wetland mitigation credits from the Peace River Mitigation Bank, ERP No. 43029983.000, and 0.09 freshwater non-forested wetland mitigation credits from the Horse Creek Mitigation Bank, ERP No. 43041539.000. The results of the UMAM analysis indicate a relative functional gain of 0.10 units. The UMAM analysis determined that the mitigation provided by the permit adequately offsets the project's proposed impacts to functional wetland habitat. Protection of any identified cultural resources will be addressed by the State of Florida. Based on the above findings, it is concluded the application can be found in **conformance** with this factor.

- 12.Utilities: It is intended that within the developed portions of a PUD District, all utilities, including telephone, cable television and electrical systems shall be installed underground, within approved utility easements, except that:
  - a. Appurtenances to these systems that are more than four (4') feet in height and two (2') feet in diameter must be effectively screened.
  - b. Main or feeder lines may require overhead installation based on environmental or technical problems
  - c. Primary facilities providing service to the site of development or necessary to service areas outside the development shall be exempt from this requirement; and

d. In cases of overhead main or feeder lines, service laterals from the point of connection shall be underground to the structure or dwelling

Consistency analysis: The project is located west of I-75 (only parcel in DeSoto County west of the interstate) and is not within the County's utility service area and is not required to connect to DeSoto County Utilities (DCU). However, the applicant will connect to existing public utility systems along Veterans Boulevard in the Charlotte County Utility Franchise Area. The project has received Final Site Plan approval from Charlotte County for the proposed utility and roadway improvements.

As the project goes through more detailed plan submittals, these requirements will be addressed. This factor is **not applicable** at this development review phase.

- 13. Connectivity: All proposed development shall consider internal and external connectivity. Connectivity is intended to provide alternative routes between uses and neighborhoods, and in turn, reduce travel time. All applications shall provide at least a minimum:
  - a. Sidewalks along both sides of all arterial and collector roads and a minimum of one side along all local roads located within and adjacent to the proposed development. Proper connections (i.e. handicap accessibility) at intersections shall be included.

Consistency analysis: There are no roadways that will provide access to this project, located in DeSoto County. This factor is **not applicable**.

b. Stub-outs to vacant land of similar development designation (future urban areas) shall be provided. Requests for a waiver to this requirement may be considered based on agreements that internal roadways will remain private and portions of development are gated.

Consistency analysis: The site is a non-residential 2.32-acre site backing up to I-75 and has access to Veterans Blvd, a throughfare roadway. This factor is **not applicable**.

c. Internal connections between uses to allow proper internal traffic flow shall be required.

Consistency analysis: The site is a non-residential 2.32-acre site backing up to I-75 and has access to Veterans Blvd, a throughfare roadway. This factor is **not applicable**.

**F. Other PUD requirements**. LDR Section 20-144(g) imposes additional requirements. LDR Section 20-144(g)(1) addresses the procedure for applying for Planned Unit Development zoning.

This section requires submission of a concept development plan that addresses 14 factors and supportive document that responds to four issues. The 14 factors and a response to those factors are shown below.

1. Location and size of the site including its legal description.

Consistency analysis: The application includes a general location map, boundary survey, Property Identification Map, and legal description. Thus, the application can be found in **conformance** with this factor.

2. An ownership and encumbrance report showing recorded ownership Interests including liens and encumbrances. If the applicant is not the owner, a statement of the developer's interest if the property and authorization from the owner for the PUD rezoning.

Consistency analysis: An ownership and encumbrance report showing recorded ownership Interests was included with the application. Thus, the application can be found in **conformance** with this factor.

3. Relationship of the site to existing development in the area, including streets, utilities, residential, commercial and industrial development, and physical features of the land including pertinent ecological features.

Consistency analysis: The Concept Development Plan and general location map address the relationship of the site to existing development in the area and physical features of the land including pertinent ecological features. Thus, the application can be found in **conformance** with this factor.

4. Density or intensity of land use to be allocated to all parts of the site to be developed together with tabulations by acreage and percentages thereof.

Consistency analysis: The Concept Development Plan displays the intensity (floor area ratio) for the proposed non-residential use. Thus, the application can be found in **conformance** with this factor.

5. Location, size and character of any common open space or preservation areas and the form of organization proposed to own and maintain any common open space.

Consistency analysis: The Concept Development Plan displays the proposed open space. Thus, the application can be found in **conformance** with this factor.

6. Use and type of buildings, i.e., single-family detached, townhouses, garden apartments, medium rise or high rise, proposed for each portion of the area included within the Concept Development Plan.

Consistency analysis: The Concept Development Plan shows the proposed non-residential use, a self-storage facility, is proposed

to be a 3-story (42' 3" in height) 81,666 SF building (27,222 SF per floor). Thus, the application can be found in **conformance** with this factor.

7. Proposed method of providing required improvements such as streets, water supply, storm water management and sewage collection.

Consistency analysis: The project is located west of I-75 (only parcel in DeSoto County west of the interstate) and is not within the County's utility service area and is not required to connect to DeSoto County Utilities (DCU). However, the applicant will connect to existing public utility systems along Veterans Boulevard in the Charlotte County Utility Franchise Area. The project has received Final Site Plan approval from Charlotte County for the proposed utility and roadway improvements.

A SWFWMD Environmental Resource permit was provided authorizing the construction of a stormwater management system for the site.

A traffic study was not provided with the PUD rezone application. Given the proposed mini-warehouse use, traffic is expected to be minimal. Access to the site is proposed on Veterans Blvd. in Charlotte County. Charlotte County staff has reviewed the site plan for the proposed mini-warehouse and issued final site plan approval. A note was requested to be added to the Concept Development Plan stating:

According to Paragraph C, of the Code of Laws & Ordinance Charlotte County, Florida (AKA Municode), granting authority to the County Engineer under Part III (Land Development & Growth Management), Chapter 3-6 (Roads & Bridges), Article II (Construction; Improvements), Division I (Generally), Section 3-6-21

(County Specifications; permits), that: Given the magnitude of improvements that will be performed to construct proposed improvements to Veterans Blvd turn lane to provide access to the site, either the owner, developer and/or contractor will post a check in an amount sufficient to cover the costs of inspection services necessary to ensure work performed within the right-of-way is performed in accordance with and acceptable to County and FDOT standards. This check would be used to cover costs incurred by Construction Management. At the time of permit application, the applicant shall provide a full set of construction plans, pertinent data indicating the length of contract time needed to perform the work, and the name of the contractor to perform the work. An estimated amount of inspection time will be calculated, and an amount will be determined to cover those services. Should the length of time or hours needed to complete the inspection services exceed the estimate and posted amount, the permit holder by acceptance of the permit conditions, will be charged and agree to reimburse Charlotte County, any additional costs incurred. No work shall commence until this check is posted and no CO will be given until any outstanding monies due to the County are settled.

Thus, the application can be found in **conformance** with this factor.

8. Provisions for the parking of vehicles and the function and location of vehicle and pedestrian system facilities.

Consistency analysis: The Concept Development Plan shows the location of the proposed parking. The Land Development Regulations (LDR) does not address parking and loading for mini-warehouse/self-storage facility uses. The applicant provided an analysis of neighboring and similarly sized

jurisdictions, demonstrating the range of different requirements if applied to the site, from 2 spaces to 19 spaces. The applicant has provided 7 parking spaces, including one ADA space, justifying a parking calculation that meets the needs of the proposed use (1 space per employee on busiest shift plus one space per 250 SF of office space). This analysis is found to be acceptable, and thus, the application can be found in **conformance** with this factor.

9. A plan for pedestrian and vehicular circulation showing the general locations, widths and recommended surface treatment of all major internal thoroughfares and pedestrian access ways, and diagrammatic traffic movement to, within and through the planned development unit.

Consistency analysis: The Concept Development Plan indicates vehicular circulation as well as sidewalks for pedestrian circulation from the parking to the proposed building. Thus, the application can be found in **conformance** with this factor.

10. Information about existing vegetative cover and soil conditions in sufficient detail to indicate suitability for proposed structures and uses.

Consistency analysis: Land development applications must meet County, State and Federal laws and permitting requirements. An environmental report was submitted (Ian Vincent & Associates, November 2022) and a copy of the Sept. 20, 2024, SWFWMD Notice of Agency Action — Approval of ERP was provided. There are 0.28 acres of wetlands (FLUCCS 630 and 643) located within the project area for the ERP, with 0.12 acres of secondary wetland impacts off-site to the northwest. Permanent filling and dredging impacts to 0.28 acre of wetlands (FLUCCS 643) will occur for construction of the project. Permanent filling/dredging impacts to 0.28 acre of qualifying wetlands were evaluated. Wetland mitigation for permanent filling and dredging impacts

will be provided by the purchase of 0.01 freshwater forested wetland mitigation credits from the Peace River Mitigation Bank, ERP No. 43029983.000, and 0.09 freshwater non-forested wetland mitigation credits from the Horse Creek Mitigation Bank, ERP No. 43041539.000. The results of the UMAM analysis indicate a relative functional gain of 0.10 units. The UMAM analysis determined that the mitigation provided by the permit adequately offsets the project's proposed impacts to functional wetland habitat. A geotechnical engineer will conduct a soil analysis, which is needed for the site engineering design work. Thus, the application can be found in conformance with this factor.

11. In case of plans which call for development over a period of years or in phases, a schedule showing the times within which application for final approval of all sections of the planned unit development are intended to be filed.

Consistency analysis: The proposed PUD is a non-residential use and will be completed in one phase. Thus, the application can be found in **conformance** with this factor.

12. Any additional data, plans or specifications as the applicant may believe is pertinent to the proposed planned unit development.

Consistency analysis: No additional data is required and none was provided. Thus, the application can be found **in conformance** with this factor.

13. A list of deviations with appropriate justifications or support evidence, which may include design safety standards, independent studies, and professionally acceptable alternative design.

No deviations are requested by the applicant. Thus, the application can be found **in conformance** with this factor.

14. Data and analysis demonstrating preliminary compliance with designated level-of-service.

Consistency analysis: No traffic study was provided with the PUD rezone application. Given the proposed mini-warehouse use, traffic is expected to be minimal. Access to the site is proposed on Veterans Blvd. in Charlotte County. Charlotte County staff has reviewed the site plan for the proposed mini-warehouse and issued final site plan approval. A note was requested to be added to the Concept Development Plan stating:

According to Paragraph C, of the Code of Laws & Ordinance Charlotte County, Florida (AKA Municode), granting authority to the County Engineer under Part III (Land Development & Growth Management), Chapter 3-(Roads Bridges), *Article II (Construction;* & Improvements), Division I (Generally), Section 3-6-21 (County Specifications; permits), that: Given magnitude of improvements that will be performed to construct proposed improvements to Veterans Blvd turn lane to provide access to the site, either the owner, developer and/or contractor will post a check in an amount sufficient to cover the costs of inspection services necessary to ensure work performed within the right-ofway is performed in accordance with and acceptable to County and FDOT standards. This check would be used to cover costs incurred by Construction Management. At the time of permit application, the applicant shall provide a full set of construction plans, pertinent data indicating the length of contract time needed to perform the work, and the name of the contractor to perform the work. An estimated amount of inspection time will be calculated, and an amount will be determined to cover those services. Should the length of time or hours needed to complete the inspection services exceed the estimate and posted

amount, the permit holder by acceptance of the permit conditions, will be charged and agree to reimburse Charlotte County, any additional costs incurred. No work shall commence until this check is posted and no CO will be given until any outstanding monies due the County are settled.

The project is located west of I-75 (only parcel in DeSoto County west of the interstate) and is not within the County's utility service area and is not required to connect to DeSoto County Utilities (DCU). However, the applicant will connect to existing public utility systems along Veterans Boulevard in the Charlotte County Utility Franchise Area. The project has received Final Site Plan approval from Charlotte County for the proposed utility and roadway improvements.

Based on the above findings, the application can be found in **conformance** with this factor.

- **G. Section 20-144(g)(2)** also requires that supportive documents address four factors. The factors and an analysis of those factors is shown below.
  - a. A statement describing the character and intended use of the planned unit development and indicating how and why the proposed project complies with the Comprehensive Plan of the County and the statement of purposes on planned unit development.

Consistency analysis: The applicant provided a supportive document demonstrating compliance with the Comprehensive Plan that was reviewed by staff and found to be acceptable. Thus, the application can be found in **conformance** with this factor.

b. A general description of the proposed development, including information as to:

1.Total acreage involved in the project. The Concept Development Plan shows the number of total number of acres.

Consistency analysis: The Concept Development Plan includes the required information. Thus, the application can be found in **conformance** with this factor.

2.The number and type of dwelling units involved and the corresponding overall project density in dwelling units per gross acre.

Consistency analysis: The Concept Development Plan is for a non-residential use and this factor is not applicable.

3) A list of proposed uses, both residential and non-residential.

Consistency analysis: The application includes the proposed non-residential use for a self-storage/miniwarehouse facility. Thus, the application can be found in **conformance** with this factor.

4) The minimum design standards reflected by the site plan for such features as lot shape and size, setbacks, internal streets and pedestrian ways, open space provisions, off-street parking, signs and landscaping.

Consistency analysis: The Concept Development Plan displays the overall project size, layout, setbacks, open space, and buffers. Thus, the application can be found in **conformance** with this factor.

b. A proposed schedule of development which identifies the anticipated phase start and completion date, and the area and location of common open space to be provided at, or by said stage.

Consistency analysis: The proposed PUD is a non-residential use and will be completed in one phase. Thus, the application can be found in **conformance** with this factor.

c. A statement indicating whether streets or roads (and pedestrian ways) shall be of private ownership and maintenance, public ownership and maintenance, or some other form of ownership.

Consistency analysis: The proposed PUD is a non-residential use for a self-storage/mini-warehouse facility. No new streets are proposed. Thus, this factor is not applicable.

- **G. Planning Commission/Board review criteria.** LDR Subsection 20-144(h)(2) addresses the Concept Development Plan approval process and Paragraph 20-144(h)(2)2 requires Planning Commission review while Paragraph 20-144(2)(h)3 requires the Board of County Commission to consider the Concept Development Plan at a hearing and either grant approval or disapproval based on the same criteria used by the Planning Commission, these being whether the following criteria can be satisfied:
  - 1. The proposed use or mix of uses is appropriate at the subject location.

Consistency analysis: The proposed mini warehouse can be found to be appropriate at this location. The subject property is in southwest DeSoto County, at the NE Corner of N Orlando Blvd and Veterans Blvd, lying within DeSoto County but adjacent to both the City of North Port (Sarasota County) to the west and Charlotte County to the South. It is the only parcel in DeSoto County on the west side of I-75.

The subject property is currently undeveloped. **Table 1** shows the existing land use pattern. The surrounding properties are primarily in the Low Density Residential Future Land Use Category. To the north and east of the triangular shaped subject parcel is Interstate 75. Vacant commercial land is located to the south, across from Veterans Blvd., in Charlotte County. To the west there is vacant single-family residential in the City of North Port in Sarasota County.

The table illustrates that the surrounding uses are developing in a fashion consistent with the Low Density Residential Future Land Use category. While the primary use of the LDR is residential, a sustainable mix of neighborhood scale commercial may be introduced only as part of the PUD process (Policy 1.4.2). Commercial areas shall be located at the intersections of collector and/or arterial roads and shall be separated approximately 2 miles from other existing and/or future commercial designated areas. PUD zoned projects may establish their own specific height, bulk, setback, buffering, and other regulations for the zoning district to help to achieve compatibility between uses.

The proposed PUD is located at the northwest corner of Interstate 75 and Veterans Blvd. and as the only parcel in DeSoto County west of I-75, has no direct access to De Soto County.

Based upon the project, meeting the requirements found in the Land Development Code for setbacks, buffers, and open space, the proposed rezone and PUD Concept Development Plan mitigate any potential incompatibilities with the proposed use at this location. Based on the above findings, it is concluded the application can be found in **conformance** with this factor.

2. The recommended conditions to the concept development plan and other applicable regulations provide sufficient safeguards to the public interest.

Consistency analysis: The proposed ordinance accompanying this Development Review Report recommends any conditions which are intended to provide sufficient safeguards to protect the public interest. Thus, the application can be found in **conformance** with this requirement.

3. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.

Consistency analysis: This Development Review Report documents why the conditions have been imposed and demonstrate that they are reasonably related to the impacts caused by the development in relation to the public interest. Thus, the application can be found in **conformance** with this requirement.

### H. Other PUD Regulations.

1. LDR Section 20-144(i) is regarding improvement plan approval.

The Development Director concludes this factor is **not applicable** to the rezoning application because a Concept Development Plan needs to be approved before an Improvement Plan can be submitted.

### I. Criteria for award of bonus density.

LDR Section 20-1626 establishes three criteria for the award of a density bonus: infrastructure improvements, quality of life, and development standard enhancements. The intent of bonus density/intensity is to allow an increase in a project's extent of development based on the applicant providing public amenities and community improvements. LDR Section 20-1627 provides the Board shall determine whether and to what extent therequested bonus density implements the above criteria, which shall be considered equally and, in their totality, is in the best interest of the public, and is consistent with related need assessments or findings. No one criteria or category of criteria shall outweigh all others, either for approval or denial. LDR Section 20-1627 also provides the Board may evaluate and base its decision on unique requests or additional

improvements that are consistent with the intent of these categories for award of bonus density/intensity.

- a. Infrastructure improvements include off-site or on-site improvements which increase and reserve capacity for other uses or create efficiencies and reduce duplicative efforts in providing necessary infrastructure for the general public. Proposed improvements are those that provide a specific public benefit not otherwise required by the LDR. Improvements are those that are found or identified in the following documents:
  - The Comprehensive Plan, including specifically FLUE Policy 1.1.4;
  - A Capital Improvement Plan;
  - A local or regional transportation plan;
  - Any County Master Plan.

Applicant's proposed benefits: The applicant states in the Project Narrative that existing water and wastewater are located along the south side of Veterans Blvd. Veterans Blvd. is an urban, 4lane divided roadway at this location. Fire Station #2 is located approximately 7.8 miles northeast along Kings Highway. The project proposes 10 foot wide, Type "A" and Type "B" landscape buffering. Vehicle use parking landscaping will be included per the Land Development Code. The landscaping materials utilized will be aesthetically pleasing and environmentally friendly by utilizing native varieties. The property is bordered to the south by properties located within Charlotte County with an existing residential zoning (RSF-3.5) and a Future Land Use of Low Density Residential, matching the Future Land Use of the subject parcel. Also, to the south is a DRI, mixed use development, Sabbi Monti, part of the Sandhill DRI properties. This development has an allocation of 1,552,553 SF of Commercial gross square feet, 231,053 SF of mini-warehouse and additional commercial uses along with 3,171 residential units. Property to the west is located within City of North Port with an existing zoning and Future Land

Use of AC10 (Activity Center 10). The commercial FAR density for the AC10 category is 1.0. To the east of the property is I-75 and then Commercially zoned property within DeSoto County. These properties are zoned CG with a Future Land Use of Low Density Residential. Similar and larger densities are noted with the adjacent properties in both DeSoto County and the City of North Port. The Charlotte County development is at a higher density than this current request.

#### **Staff Analysis**:

There are not any public improvements proposed or required in DeSoto County for this project. The applicant has coordinated with Charlotte County on needed utility services and access, as the infrastructure to be utilized lies in Charlotte County. The subject property is currently undeveloped and is adjacent to Interstate 75 to the north and east, and vacant residential to the west. Vacant commercial is located to the south, across from Veterans Blvd in Charlotte County.

The subject property is designated Low Density Residential on the Future Land Use Map. Policy 1.4.7 allows existing non-residential zoned areas within the Low Density Residential category, on arterial roadways, to have a base intensity of 0.4 FAR, and allows up to a 1.0 FAR for hotels and mini-warehouse uses, subject to meeting the bonus criteria. The site, with existing CG zoning, is proposing a PUD rezone in accordance with Policy 1.1.3: Density Unit Bonus Limits, which states that the Land Development Regulations shall require Planned Developments. The applicant is requesting the bonus FAR and proposing a 81,666 SF miniwarehouse on the +/- 2.32-acre property for a gross FAR of 0.81.

The applicant has provided a narrative considering performance criteria as relates to bonus intensity. The site is in proximity to existing water and wastewater located along the south side of Veterans Blvd, a 4-lane divided arterial roadway. The proposed

site is served by DeSoto County Fire Station #2, located 7.8 miles to the northeast. Because the proposed use is non-residential, the proximity of schools, affordable housing, mixed-use, and recreational activities are not applicable. The site offers 37% open space (25% required) with 10' landscape buffers around the perimeter of the site. Approximately 0.4 acres of wetlands, identified in the Environmental Report and the ERP application, are proposed to be impacted.

The proposed development will connect to existing public utility systems along Veterans Boulevard in the Charlotte County Utility Franchise Area. The project has received Final Site Plan approval from Charlotte County for the proposed utility and roadway improvements.

- b. Quality of life refers to the development and dedication of land and/or facilities, improvement of corridors and gateways, or enhancement and improvement of the ecological quality of natural resources. Environmental assessments identifying how and why the proposed improvements will meet these goals may be required by the County. Depending on the proposed facility, the County may require evidence of resources to ensure maintenance and management of the facility or resource. Improvements shall be those that implement or improve the following:
  - (1) Economic development, including redevelopment;
  - (2) Conservation and enhancement of natural or scenic resources, including farmland;
  - (3) Protection of streams or water supply beyond those protections required by federal, state or local regulation;
  - (4) Enhancement of parks, forests, wildlife preserves, nature preserves or sanctuaries;
  - (5) Enhancement of recreational opportunities consistent with related master plan(s),

- Comprehensive Plan, Capital Improvement Plan, or corridor plan(s);
- (6) Implementation of gateway plans;
- (7) Preservation of historic structures;
- (8) Improvement in regionally connected and significant trail connectivity;
- (9) Connectivity between developments with similar densities;
- (10) Donation of land that provides a benefit to the public;
- (11) Clustering of development and protection of environmentally sensitive areas beyond what is required by federal, state or local regulations.

Applicant's proposed benefits: The applicant states that the addition of a new commercial development to DeSoto County will bring employment opportunities as well as increased tax revenue for the municipality. Isolated wetland areas are proposed to be impacted with the development. There are no existing trails within the vicinity of the property for connection. However, there is sufficient room within the 10-foot-wide landscape buffers along the I-75 corridor and Veterans Boulevard roadways should an opportunity become available for connection. The development is providing 14% additional open space above the current County regulation requirements. In addition, the site will drain to a proposed wet pond located at the northern end of the property prior to discharge to an existing vacant park area located to the west. An additional ditch compensation area in the southeast corner of the property will add stormwater retention for the areas of the property located within the floodplain. Irrigation for the landscape buffers and parking areas will be provided via low volume drip irrigation lines for water conservation measures. All irrigation will be in compliance with watering schedules and usage as prescribed by the County. Native plantings and bedding materials are proposed to be utilized within the landscape buffers and parking areas additionally decreasing the need for irrigation.

<u>Staff analysis</u>: The project is adjacent to Interstate 75 and residential development on surrounding sides. The site plan shows a small amount of wetland impacts and buffers from other wetlands. The applicant is planting native vegetation in all buffer areas to remove gaps in vegetation. There are no known trail plans in this area.

The project is a non-residential use, so public recreation is not applicable. The PUD Concept Development Plan exceeds the minimum required 25% open space (25,212 sf) providing 37% (+/- 36,966 sf). Provided open space includes landscaped open space area, stormwater area, and wetland/wetland buffer area. Development is clustered on the upland portions of the site, the amount of parking has been minimized, preserving the wetlands, as much as possible.

- c. Development Standards. Design standards related to the appearance and function of the proposed project, which create opportunities for diverse housing types, unique character and a sense of place, creative design. Improvements shall be those that implement or improve the following:
  - (1) Mixed use housing types (examples), such as single family (detached), multifamily (low/mid-rise), attached single family (townhouses, carriage homes) within development and phase boundaries;
  - (2) Design features such as neighborhood and historically relevant architectural styles, multimodal and complete street enhancements, architectural street lighting;
  - (3) Affordable housing inclusion;
  - (4) Pervious surface and long-term maintenance, reduction in run-off;
  - (5) Water conservation.

Applicant's proposed benefits: The project is adjacent to Interstate 75 and residential development to the west and south. The applicant is proposing native planting and bedding materials as well as low flow drip irrigation to aid water

conservation.

<u>Staff analysis:</u> The application and concept plan indicate the site has some wetland impacts and developed around wetlands. No building elevations have been provided. However, the applicant has consolidated the development into a 3-story building (42' 3" in height). They also provided a parking analysis to provide a minimum amount of parking to reduce the impacts of impervious surfaces and unnecessary stormwater runoff.

Overall Staff Analysis: Land Development Regulations (LDR) Section 20-1627 provides that an applicant seeking approval of bonus density/intensity has the burden of proving based on competent substantial evidence that the development qualifies for bonus density/intensity and the extent to which bonus density/intensity shall be awarded. The applicant notes the following criteria for bonus intensity as being exceeded:

- The site is located along an existing roadway with existing utility services available to the property without having to construct additional offsite improvements.
- Additional Open Space of 14%, beyond the minimum standard will be provided onsite.
- Additional ditch compensation in the southeast corner of the property is shown on the plan for additional stormwater retention.
- Water conservation is aided with native planting and bedding materials as well as low, flow drip irrigation.
- Interconnection points are provided for potential connection to the west side of the development.
- Land for a potential trail area is shown to be accommodated along the eastern buffer line.
- Added employment opportunities for DeSoto County.
- Increased tax base revenue for DeSoto County.
- Fire/EMS are within 8 miles of the subject property.

- The mini warehouse will not increase the need for school capacity or recreation/park areas.
- Commercial uses along I-75 located within the proper zoning and Future Land Use categories is envisioned by the County.
- While it is not adjacent to lands with similar densities/intensities, given its location on a thoroughfare and contiguous to an interstate highway, mini warehouses are benign land uses and the proposed project is not expected to adversely affect living conditions in the area.

LDR Section 20-1626 establishes three criteria for the award of a density bonus: infrastructure improvements, quality of life, and development standard enhancements.

In terms of infrastructure improvements, the applicant is meeting the requirements and standards for the area and adjacent jurisdictions. In terms of quality of life, mini-warehouse facilities are benign uses, and the project may help to mitigate the interstate noise for the nearby residential. Other commercial uses could have been proposed that would have added significant traffic, noise, etc. to the adjacent uses. The applicant proposes additional open space beyond the minimum requirement and landscaping to enhance the project. Given the nature of the proposed use and location, staff supports the request for an award of bonus intensity for this project.

- **J. Conditions and Safeguards.** LDR Section 20-1499 allows the imposition of conditions to safeguard surrounding areas from potential incompatibilities generated by the application.
  - The Planning Commission may recommend that a rezoning application or an application to amend the LDR be approved subject to conditions and safeguards, including but not limited to limiting the use of the property to certain uses provided for in the requested zoning district.

Consistency analysis: The Planning Director finds that the Land Development Code provides specific height, bulk, setback, density, and other regulations for the PUD zoning district to ensure compatibility between uses. Applications for Planned Unit Development (PUD) provide the Board with the ability to attach conditions to a project for unique situations, items that are needed outside of the standard requirements of the LDR, sometimes needed to allow the project to fit into the built environment.

Future development must conform to all required Federal, State, and County permitting requirements.

2. The Board of County Commissioners, after receiving the recommendation from the Planning Commission on an application for rezoning or an application to amend the LDRs, may grant or deny such rezoning or amendment and may make the granting conditional upon such conditions and safeguards as it may deem necessary to ensure compliance with the intent and purposes of the Comprehensive Plan.

Consistency analysis: The Board of County Commissioners is scheduled tentatively to consider the application at their duly noticed November 18, 2025, public hearing.

**K. Public notice requirements**. LDR Section 20-1502 requires notice of the date, time and place of the public hearings by the Planning Commission and Board of County Commissioners shall:

- Be sent at least 10 days in advance of the hearings by mail to ten surrounding property owners or all owners of property within 1,000 feet of the property line of the land subject to the special exception use application; and
- 2. Have at least one sign posted on each road frontage; and
- 3. Be advertised in a newspaper of general circulation in DeSoto County at least 10 days prior to each public hearing.

The Planning Director caused written notice of the hearings to be mailed to all property owners within 1000 ft and such notice is on file.

### **IV. ATTACHMENTS**

Exhibit A: General Location Map

Exhibit B: Interim 2040 Future Land Use Map (FLUM), Excerpt

Exhibit C: Official Zoning District Atlas Amendment Development Order

Application, Excerpt

Exhibit D: Concept Development Plan

Exhibit E: Proposed Ordinance

Exhibit F: Comprehensive Plan Goals, Objectives, and Policies

### V. FINDINGS AND CONCLUSIONS

Based upon the information contained in this Development Review Report, the following findings of fact and conclusions of law are offered:

- A. The Planning Director finds the subject property consists of a +/- 2.32-acre site located in southwest DeSoto County, on Veterans Boulevard in Lake Suzy, FL, adjacent to both the City of North Port (Sarasota County) to the west and Charlotte County to the South. It is the only parcel in DeSoto County on the west side of I-75.
- B. The Planning Director finds the Interim 2040 Future Land Use Map shows the property is designated Low Density Residential.
- C. The Planning Director finds the Official Zoning District Atlas shows the property is currently zoned Commercial General (CG).
- D. The Planning Director finds that on March 24, 2025, an Official Zoning District Atlas amendment application (RZNE-0067-2025) was filed by Steve Krzynski,

- as authorized agent for the owner, which proposed to change the zoning district to Planned Unit Development (PUD).
- E. LDR Section 20-1345 requires the application to be complete and in writing. The Planning Director found the filed application was submitted in writing and complete.
- F. LDR Sections 20-1345(c) provides the complete application that should be distributed to the Development Review Committee (DRC) for comments. The Planning Director finds the application was distributed to the DRC on March 24, 2025.
- G. LDR Section 20-1496(b) requires the Planning Commission to review the application at a public hearing and a duly noticed quasi-judicial Planning Commission public hearing, scheduled November 4, 2025.
- H. LDR Section 20-144(4)(2)3 requires that after the Planning Commission hearing, the application and staff report be forwarded to the Board for a public hearing. The application has been scheduled for the November 18, 2025 Board public hearing.
- I. LDR Section 20-1498(a) requires consistency with the Comprehensive Plan. The application has been reviewed against the Comprehensive Plan, and it is concluded the application is consistent with the Comprehensive Plan.
- J. LDR Division 7 establishes an adoption process, and the Planning Director concludes the application has been processed in conformance with the adoption process, as the application has been scheduled for Planning Commission and Board of County Commissioners public hearings.
- K. LDR Section 20-1498 also includes criteria that must be considered when reviewing the application. The Planning Director finds and concludes the application meets those requirements and can be approved by the Board of County Commissioners.

L. The LDR establishes specific public notice requirements for an Official Zoning District Amendment Development Order Application. The Planning Director finds and concludes the application has been duly noticed in conformance with the public hearing requirements and public hearings have been scheduled before the Planning Commission and Board of County Commissioners.

### **VI. ALTERNATIVE ACTIONS**

The DeSoto County Planning Commission/Local Planning Agency may take one of the following alternative actions:

- A. Enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing and recommend approval of the PUD rezone and concept development plan and a Floor Area Ratio of 0.81 per the Performance Criteria in Comprehensive Plan Policy 1.1.4 to the Board of County Commissioners, adoption the findings and conclusions contained herein, and adoption the proposed Ordinance as presented.
- B. Enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing, amend the findings and conclusions contained herein, and recommend denial of the proposed ordinance to the Board of County Commissioners.

### VII. RECOMMENDED CONDITIONS FOR APPROVAL

- 1. Prior to approval of the Improvement Plan, the applicant shall provide documents showing Charlotte County's approval of access and utilities for the project.
- 2. The Floor Area Ratio for the project is limited to 0.81.
- 3. The applicant shall provide a copy of all required State and Federal permits from agencies that include but are not limited to the Florida Department of Transportation, Southwest Florida Water Management District, Florida Department of Environmental Regulation, Army Corps of Engineers, etc.,

to the Development Department prior to issuance of the Notice of Commencement.

#### Condition 4 was modified after the Planning Commission hearing, as follows:

4. The Improvement Plan shall show a minimum of 25% useable open space for the project per Section 20-155 20-144(f).6 of the LDR and be approved by the Planning Department unless the Board approves a deviation.

### Additional condition 5 recommended by the Planning Commission:

5. All loading zones shall be pre-approved by Public Safety.

# VIII. MOTIONS FOR CONSIDERATION BY THE BOARD OF COUNTY COMMISSIONERS

- **A.** Approval: I move to adopt proposed Ordinance, (RZNE-0067-2025), approving the rezoning to PUD and Concept Development Plan, with conditions and *grant a Floor Area Ratio of 0.81 per the bonus performance criteria in Comprehensive Plan Policy 1.1.4,* and enter into the record the Development Review Report, findings and conclusions, and all other competent and substantial evidence presented at the hearing.
- **B.** Denial: I move to deny the proposed Ordinance and application for rezoning to PUD (RZNE-0067-2025) and enter into the record the Development Review Report, findings and conclusions, and all other competent and substantial evidence presented at the hearing.
- **C.** <u>Planning Commission Recommendation.</u> The Planning Commission met on November 4, 2025, and recommended approval with the addition of Condition #5 requiring loading zones to be approved by Public Safety. The vote was 4-0.

**D.** Board action. The Board public hearing date is scheduled for November 18, 2025, public hearing.



PRELIMINARY SITE PLAN/FINAL SITE PLAN & CONSTRUCTION DRAWINGS for

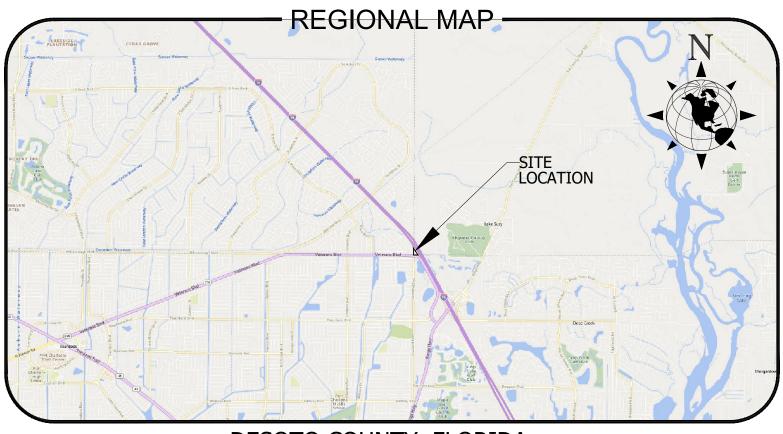
# VETERANS STORAGE

SW I-75, LAKE SUZY, FLORIDA SECTION 05, TOWNSHIP 35 SOUTH, RANGE 18 EAST DESOTO COUNTY, FLORIDA PID: 31-39-23-0000-0023-0000(3596)

FOR

# JBCC VETERANS BLVD LLC

50 CENTRAL AVE. STE 980, SARASOTA, FL 34236







SECTION 05, TOWNSHIP 35 SOUTH, RANGE 18 EAST DESOTO COUNTY, FLORIDA

### INDEX OF SHEETS

SHEET	TITLE
1	COVER SHEET
2	GENERAL NOTES
3	AERIAL SITE PLAN
4	EXISTING CONDITIONS & EROSION CONTROL PLAN
5	SITE PLAN
6	PAVING, GRADING & DRAINAGE PLAN
7	UTILTY PLAN
8	PAVING, GRADING & DRAINAGE DETAILS
9	PAVING, GRADING & DRAINAGE DETAILS
10	PAVING, GRADING & DRAINAGE DETAILS
11	PAVING, GRADING & DRAINAGE DETAILS
12	UTILITY DETAILS
L1.0	LANDSCAPE PLAN

LANDSCAPE PLAN

## PROJECT CONTACTS

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941-444-6644
www.morrisengineering.net

OWNER:

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SARASOTA, FL 34236

SURVEYOR:
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PORT CHARLOTTE, FL 33948
(941) 629-6801

UTILITY PROVIDERS

UTILITIES, POTABLE WATER

UTILITIES, SANITARY SEWER

UTILITIES, RE-USE WATER

UTILITIES, ELECTRIC

UTILITIES, GAS
UTILITIES, PHONE

UTILITIES, CABLE TV

DESCRIPTION

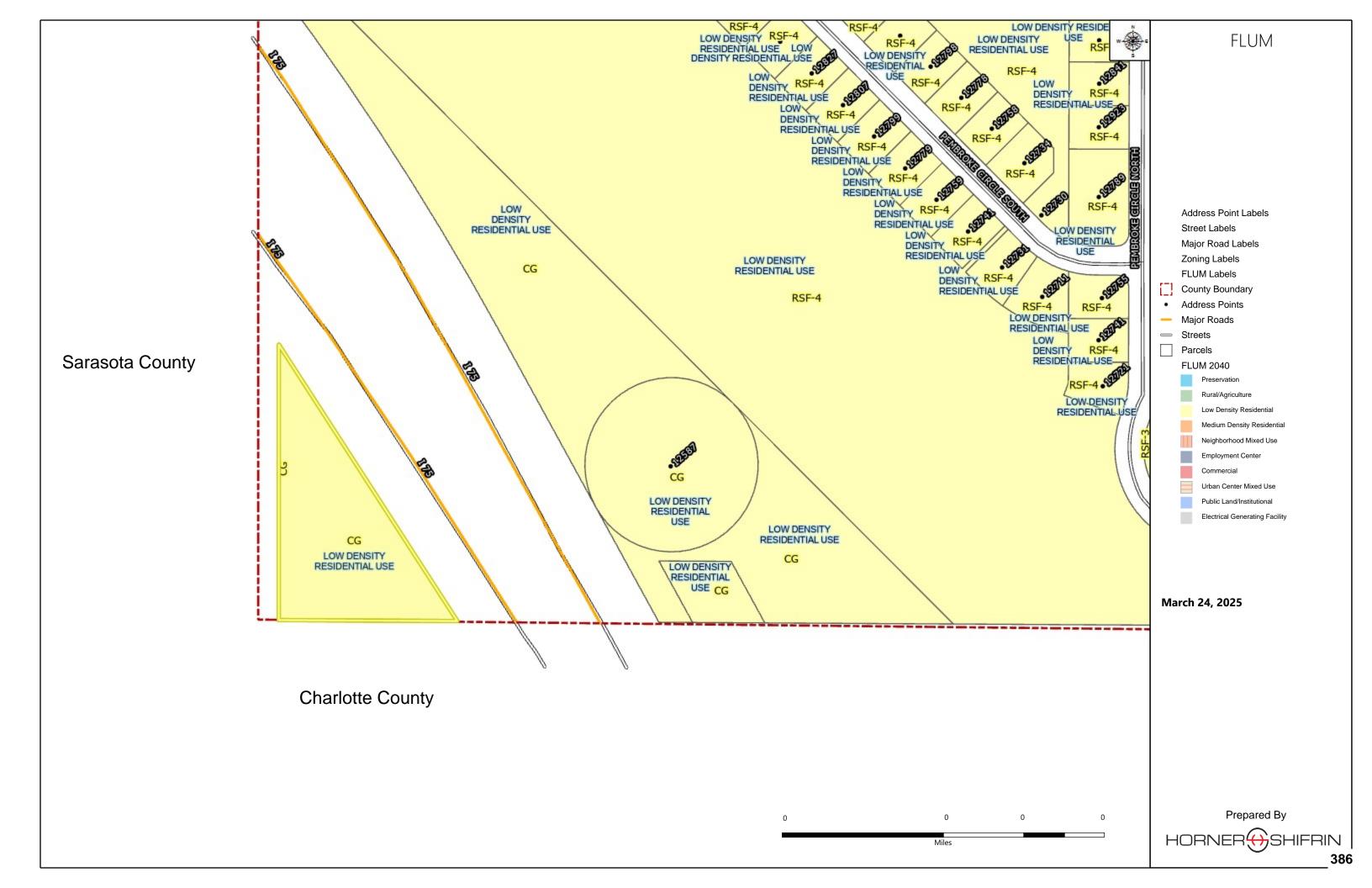
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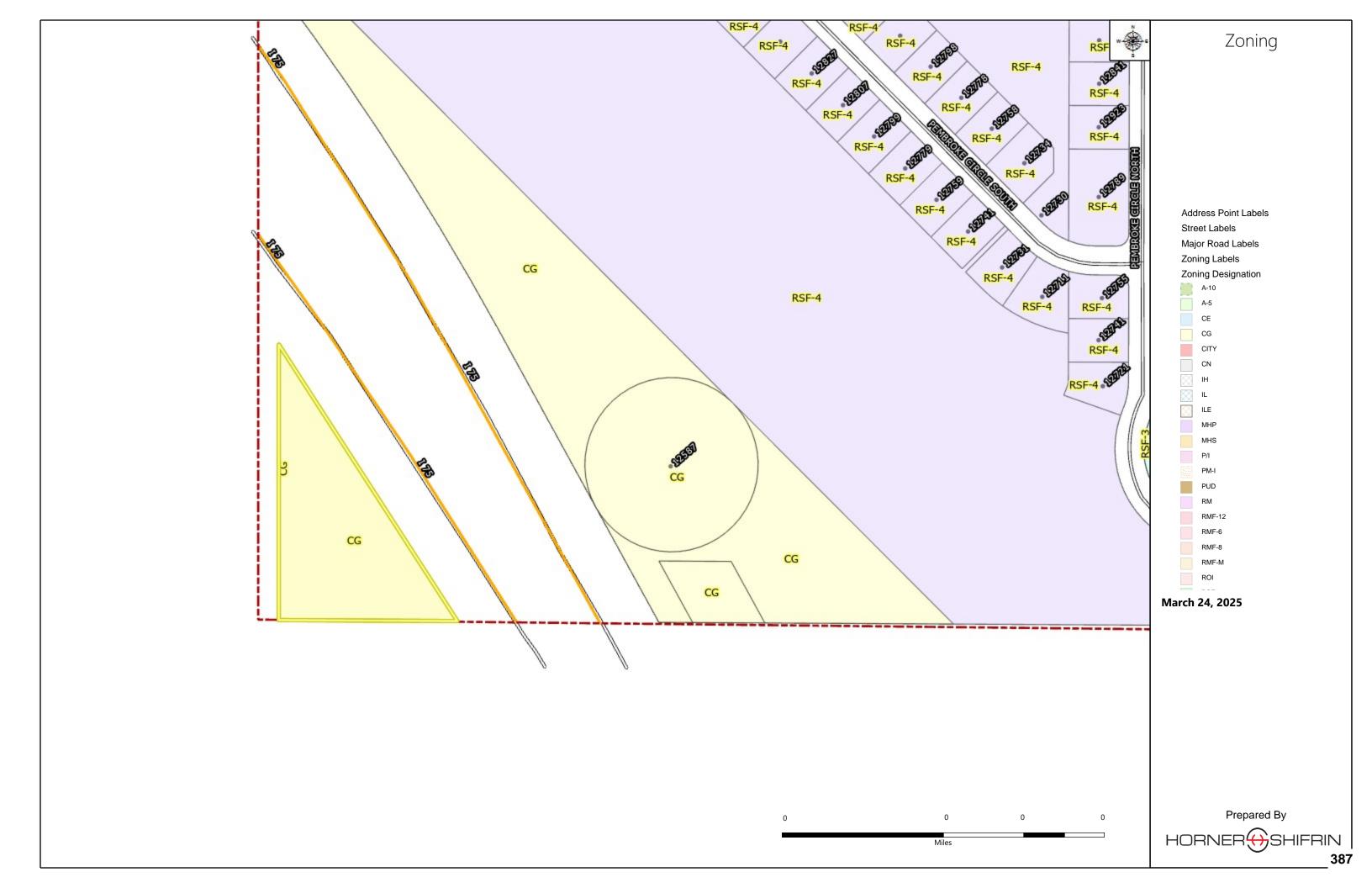
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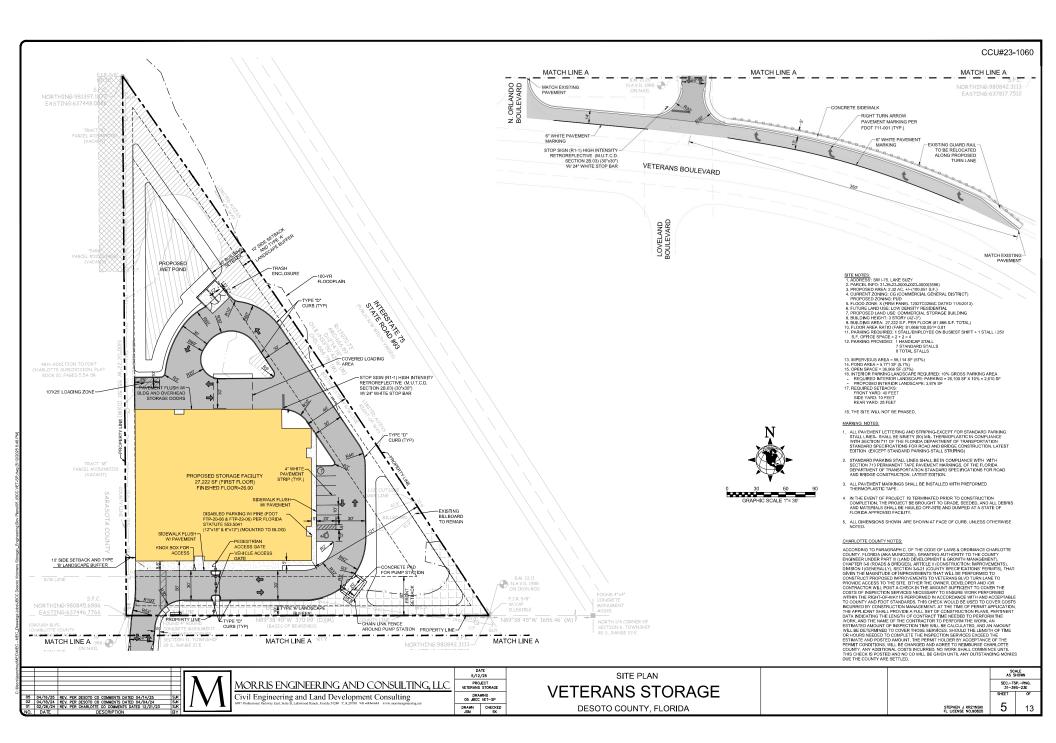


BY

**REVISIONS** 







### DESOTO COUNTY, FLORIDA ORDINANCE 2025-

AN ORDINANCE OF THE DESOTO COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS AMENDING THE OFFICIAL ZONING ATLAS IDENTIFIED IN LAND DEVELOPMENT REGULATIONS ARTICLE 2, ZONING DISTRICTS AND REQUIREMENTS, SECTION 20-31, ESTABLISHMENT OF ZONING DISTRICTS; GRANTING TO THE APPLICANT, JBCC VETERANS BLVD, LLC, AN OFFICIAL ZONING DISTRICT ATLAS AMENDMENT (RZNE-0067-2025) BY CHANGING THE ZONING DISTRICT OF +/- 2.32 ACRES FROM COMMERCIAL GENERAL (CG) TO PLANNED UNIT DEVELOPMENT (PUD) WITH A CONCEPT DEVELOPMENT PLAN FOR AN 81,666 SQUARE FOOT MINI WAREHOUSE, PURSUANT TO APPROVED BONUS INTENSITY, ON PROPERTY GENERALLY LOCATED IN SOUTHWEST DESOTO COUNTY AT THE NORTHEAST CORNER OF N. ORLANDO BOULEVARD AND VETERANS BOULEVARD, THE PROPERTY IDENTIFICATION NUMBER BEING 31-39-23-0000-0023-0000 AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the subject property is owned by JBCC Veterans Blvd LLC and consists of a +/- 2.32-acre property located in southwest DeSoto County, at the NE corner of N. Orlando Blvd. and Veterans Blvd., the Property Identification Number being 31-39-23-0000-0023-0000 (Exhibit A); and

**WHEREAS**, the Interim 2040 Future Land Use Map shows the +/- 2.32-acre parcel is designated Low Density Residential Land Use (Exhibit B); and

WHEREAS, an Official Zoning District Atlas amendment application was filed with the Development Department, to change the zoning district of the property from Commercial General (CG) to Planned Unit Development (PUD) (Exhibit C); and

WHEREAS, the concept development plan accompanying the PUD application proposes an 81,666 square foot mini warehouse, and a Floor Area Ratio (FAR) of 0.81, where a base intensity of 0.4 FAR is permitted and a maximum FAR of 1.0 can be achieved subject to meeting Bonus Criteria in Policy 1.1.4 of the County's Comprehensive Plan; and

**WHEREAS**, consistent with LDR Sections 20-1497 and 20-1498, the Development Director prepared a Development Review Report addressing the factors the Planning Commission must consider when making a recommendation

to the Board of County Commissioners on an Official Zoning District Atlas amendment application; and

**WHEREAS**, consistent with LDR Section 20-1502, the Development Director caused a duly noticed public hearing to be published at least ten calendar days before the November 4, 2025, Planning Commission meeting; and

WHEREAS, at the November 4, 2025, Planning Commission hearing, the Commission entered into the record the Development Review Report and all other competent substantial evidence presented at the hearing, adopted the findings and conclusions contained therein, and forwarded the record to the Board of County Commissioners with a recommendation that the proposed Ordinance be adopted with conditions, including new condition #5 proffered by the Planning Commission requiring loading zones to be approved by Public Safety; and

WHEREAS, on November 18, 2025, the DeSoto Board of County Commissioners (Board) held a duly noticed public hearing on application number RZNE-0067-2025, and the Board considered the Development Review Report and recommendation, the Planning Commission recommendation and all substantial competent evidence presented at the Planning Commission hearing, all other competent substantial evidence presented at the Board public hearings, and determined that the application complies with the DeSoto County Comprehensive Plan, the Land Development Regulations and all other applicable regulations provided conditions are imposed, and that the performance criteria for granting an FAR bonus have been met; and

**WHEREAS,** the Board finds adoption of this Ordinance is in the best interest of the residents of DeSoto County, Florida.

### NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:

<u>Section 1</u>. *Incorporation.* The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Ordinance. In addition, the Development Review Report is the findings and conclusions to support the adoption of this ordinance and is incorporated herein by reference.

<u>Section 2</u>. *Property description*. A +/- 2.32-acre property located in southwest DeSoto County, the Property Identification Number being 31-39-23-0000-0023-0000.

<u>Section 3.</u> Development order approval. JBCC Veterans Blvd LLC, owner, is hereby granted an Official Zoning District Atlas amendment (RZNE-0067-2025) changing the zoning district +/- 2.32-acres from Commercial General (CG) to Planned Unit Development (PUD), and said owner shall be bound by the Concept Development Plan attached hereto and incorporated herein as Exhibit D, and further agrees to be bound and subject to the following conditions:

- 1. Prior to approval of the Improvement Plan, the applicant shall provide documents showing Charlotte County's approval of access and utilities for the project.
- 2. The Floor Area Ratio for the project is limited to 0.81.
- 3. The applicant shall provide a copy of all required State and Federal permits from agencies that include but are not limited to the Florida Department of Transportation, Southwest Florida Water Management District, Florida Department of Environmental Regulation, Army Corps of Engineers, etc., to the Development Department prior to issuance of the Notice of Commencement.
- 4. The Improvement Plan shall show a minimum of 25% useable open space for the project per Section 20-144(f).6 of the LDR and be approved by the Planning Department unless the Board approves a deviation.
- 5. All loading zones shall be pre-approved by Public Safety.

**Section 4.** The Development Department is hereby directed to amend the Official Zoning District Atlas to codify the change approved by this Ordinance.

**Section 5**. This Ordinance shall take effect upon adoption.

**PASSED AND DULY ADOPTED** in DeSoto County, Florida this 18<sup>th</sup> day of November, 2025.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA
By:	By:
Mandy J. Hines	J.C. Deriso, Chair
County Administrator	<b>Board of County Commissioners</b>
Approved as to Form and Correctness:	
Ву:	
Valerie Vicente,	
County Attorney	

**Exhibit A-Location** 

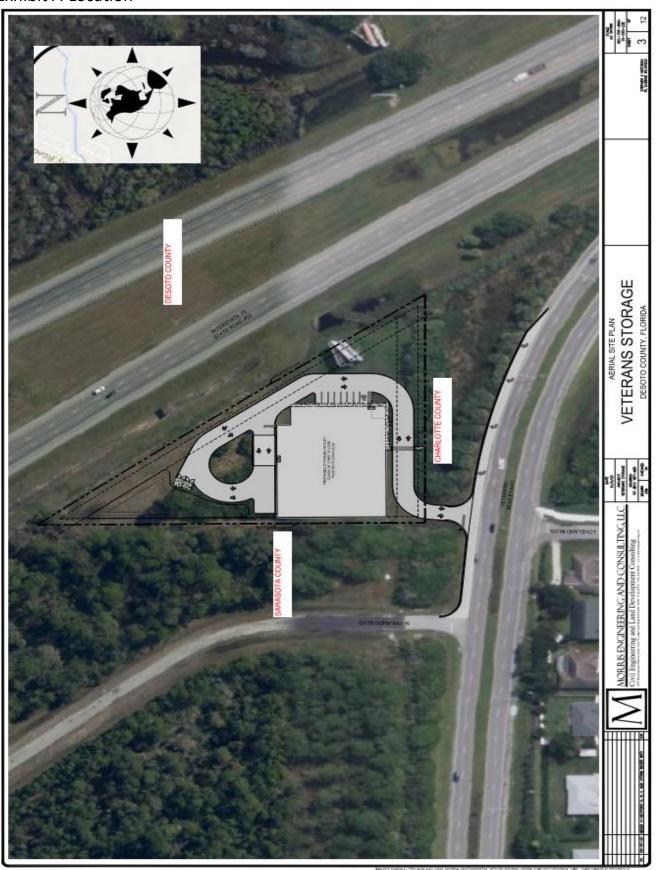
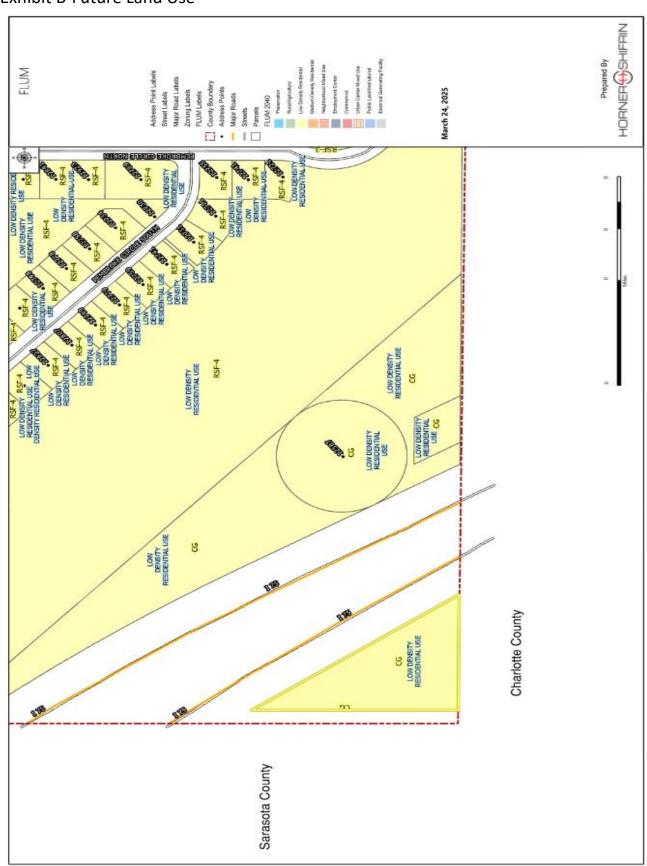
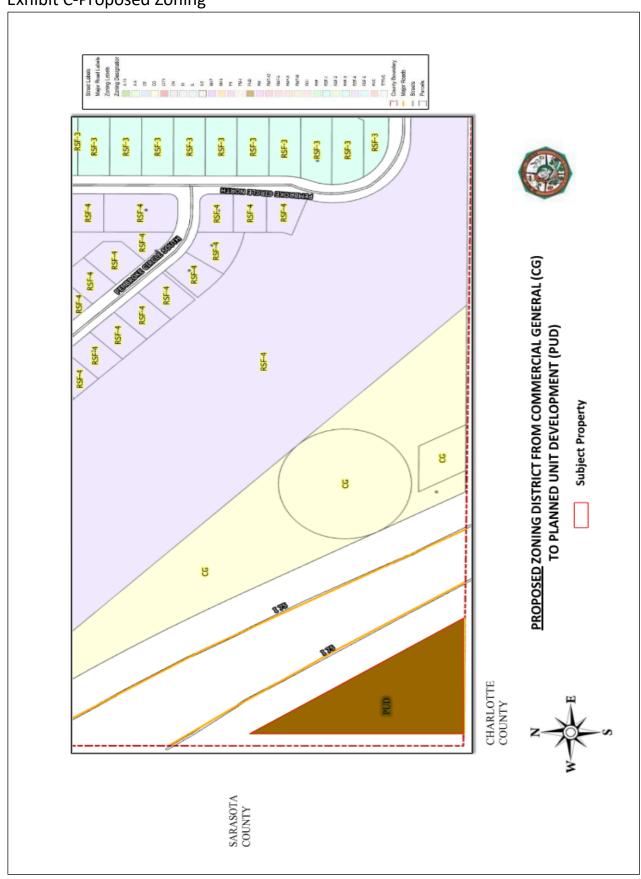


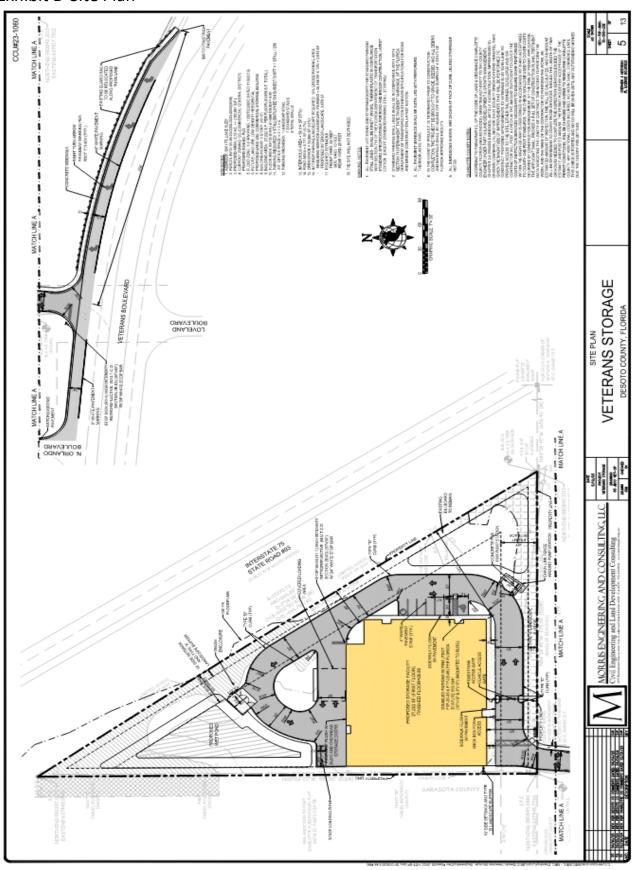
Exhibit B-Future Land Use



**Exhibit C-Proposed Zoning** 



### Exhibit D-Site Plan





#### **DeSoto County**

#### 11/18/2025

Item #: 27.					
☐ Consent Agenda ☐ Regular Business ☐ Public Hearing Re	6:30 pm				
DEPARTMENT: SUBMITTED BY: PRESENTED BY:					

#### TITLE & DESCRIPTION:

Resolution / JBCC Veterans Blvd. LLC (Veterans Storage) SITE-0125-2023

#### **REQUESTED MOTION:**

A motion to adopt/deny the proposed resolution with conditions for an improvement plan and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

#### **SUMMARY:**

The property is generally located in southwest DeSoto County, at the NE Corner of N Orlando Blvd and Veterans Blvd, lying within DeSoto County but adjacent to both the City of North Port (Sarasota County) to the west and Charlotte County to the South. It is the only parcel in DeSoto County on the west side of I-75. The applicant requests approval of a PUD Improvement Plan for a 3-story, 81,666 SF self-storage facility with a 0.81 FAR mini-warehouse development.

This request for Improvement Plan approval is running concurrently with the PUD rezoning and Concept Plan rezone approval request. The analysis and recommendations provided for herein are contingent upon the Board of County Commissioners approving the PUD rezoning request (RZNE-0067-2025).



## DESOTO COUNTY DEVELOPMENT DEPARTMENT STAFF REPORT

**CASE #:** SITE-0125-2023

**REQUEST:** Improvement Plan Approval

**PROPERTY OWNER:** JBCC Veterans Blvd. LLC

50 Central Avenue, Ste 980 Sarasota, Florida 34236

APPLICANT: Steve Krzynski, PE

Morris Engineering and Consulting, LLC

6901 Professional Parkway E Sarasota, Florida 34240

**PROPERTY ID:** 31-39-23-0000-0023-0000

**TOTAL PARCEL SIZE:** +/- 2.32 Acres

**ZONING DISTRICT:** Planned Unit Development (PUD)

**FUTURE LAND USE DESIGNATION:** Low Density Residential – 0.4 FAR base (1.0 FAR

bonus intensity)

#### PROPOSED REQUEST:

The property is generally located in southwest DeSoto County, at the NE Corner of N Orlando Blvd and Veterans Blvd, lying within DeSoto County but adjacent to both the City of North Port (Sarasota County) to the west and Charlotte County to the South. It is the only parcel in DeSoto County on the west side of I-75. The applicant requests approval of a PUD Improvement Plan for a 3-story, 81,666 SF self-storage facility with a 0.81 FAR mini-warehouse development.

This request for Improvement Plan approval is running concurrently with the PUD rezoning and Concept Plan rezone approval request. The analysis and recommendations provided for herein are contingent upon the Board of County Commissioners approving the PUD rezoning request (RZNE-0067-2025).

### Data and Analysis Future Land Use Designation and Zoning

#### A. Comprehensive Plan and Future Land Use Review

#### 1. Objective 1.4: Low-Density Residential Use Category Defined.

The Low Density Residential Use category consists of low-density residential uses in progressive degrees of urban intensity with higher density in areas adjacent to the Medium Density Residential, Mixed-Use Centers, General Mixed-Use Centers and less density/intensity in areas adjacent to the Rural/Agricultural categories.

#### • Staff finding

The Planning Director has reviewed the application against the Goals, Objectives, and Policies of the Comprehensive Plan in Exhibit F and finds and concludes the following:

The subject property is currently undeveloped and is adjacent to Interstate 75 to the north and east, and vacant residential to the west. Vacant commercial is located to the south, across Veterans Blvd in Charlotte County.

The subject property is designated Low Density Residential on the Future Land Use Map. Policy 1.4.7 allows existing non-residential zoned areas within the Low Density Residential land use, on arterial roadways to have a base intensity of 0.4 FAR, with a maximum FAR of 1.0 for mini-warehouse uses, subject to meeting Bonus Criteria in Policy 1.1.4.

The site was previously zoned CG (Commercial General), and the applicant requested a PUD rezone in accordance with Policy 1.1.3, which requires PUD zoning when seeking the: Density Unit Bonus Limits. The bonus FAR is requested to exceed the base intensity of 0.4 FAR. The project has a gross FAR of 0.81 for a 81,666 square foot mini-warehouse on the +/- 2.32-acre property.

The applicant provided a narrative considering performance criteria as relates to bonus intensity. The site is in proximity to existing water and wastewater (Charlotte County Utilities) located along the south side of Veterans Blvd, a 4-lane divided arterial roadway. The site is served by DeSoto County Fire Station #2, located 7.8 miles to the northeast. Because the proposed use is non-residential, the proximity of schools, affordable housing, mixed-use, and recreational activities are not applicable. The site offers 37% open space (25% usable open space is required) with 10' landscape buffers around the perimeter of the site. Approximately 0.4 acre of wetlands, identified in the Environmental Report and the ERP application, are proposed to be impacted.

Section 20-144 (f)(6) requires usable open space for all PUD projects. The language reads, "Minimum open space. <u>Planned unit developments shall set aside</u> at least 25 percent of the gross area as usable open space. Usable open space

shall include active and passive recreation areas such as playgrounds, golf courses, water frontage, waterways, lagoons, floodplains, nature trails and other similar open spaces. Open water area beyond the perimeter of the site and street rights-of-way, driveways, off-street parking areas and off-street loading areas, or private yards shall not be counted in determining usable open space. In addition, not more than 25 percent of any stormwater management area shall count toward meeting the usable open space standard."

The PUD zoning district is the only district that requires usable open space and the references to usable open space in Section 20-144 are mostly related to residential subdivision projects. While usable open space is not specifically excluded from non-residential projects, Section 20-144 does not provide any context for usable open space in non-residential projects.

As allowed by Section 20-144(g)(1)(b)(13), the applicant requests a deviation to eliminate the requirement for 25% usable open space in lieu of the standard open space shown on the plant. Staff does not object to this request, as there seems to be little opportunity for customers to actively use the open space on site. The plan shows 37% open space, which exceeds the 25% minimum open space requirement. Staff recommends that the standard required open space satisfactorily meets the needs of the project and complies with the intent of the PUD district.

The proposed development will connect to existing public utility systems along Veterans Boulevard in the Charlotte County Utility Franchise Area. The project has received Final Site Plan approval from Charlotte County for the proposed utility and roadway improvements. The applicant provided a letter from Charlotte County Utilities regarding the utility connection.

The Environmental Considerations Report (Ian Vincent & Associates) and an ERP application approval were submitted. The ERP identifies 0.4 acre of wetlands proposed to be impacted on the site (0.28 acres onsite and 0.12 acres off-site, per the Improvement Plan).

2. <u>Zoning District related issues.</u> Land Development Regulation zoning district related issues include the zoning district and its consistency with the FLUM, the uses allowed within the zoning district, the minimum lot size, lot width, and the minimum building setbacks or open yards.

#### • Staff finding

The proposed development is zoned PUD with an FAR intensity of 0.81 and is subject to the approved Zoning Ordinance for RZNE-0067-2025, which is reflected in this Improvement Plan.

Adjacent Parcel	Zoning	FLU	Use	Buffer Requirements
North	CG	Low Density Residential	Interstate 75, vacant	Type A
East	CG	Low Density Residential	Interstate 75, vacant	Туре А
South – Charlotte County	CE	Low Density Residential	Veterans Boulevard, vacant	Type A
West – City of North Port, Sarasota County	AC-10 (Activity Center 10 supports variety of commercial and industrial uses, as well as limited residential uses)	Low Density Residential	Vacant residential	Type B

The setbacks are consistent with the PUD concept development plan and are shown on the Improvement Plan. The proposed setbacks for the self-storage facility were designed with the minimum setbacks for the CG district (previous zoning of the site) and are acceptable for the PUD district. A 40' front setback, 10' side setback, and 25' rear setback are noted on the Improvement Plan. Because the triangular shaped site has frontage on Veterans Blvd. and Interstate 75, a front setback is provided on both roadway frontages with a side yard setback provided along the western property line.

The proposed 81,666 SF self-storage facility (mini-warehouse) can be found to be consistent with previous approvals. Therefore, the proposed Improvement Plan can be found in conformance with the PUD zoning and the approved zoning ordinance.

3. <u>Transportation related issues.</u> Transportation related issues include roadway access, right-of-way width, and off-street parking and loading requirements.

#### Staff finding

A traffic study was not provided with the Improvement Plan application. Given the proposed mini-warehouse use, traffic is expected to be minimal. The ITE Trip Generation rates for mini-warehouses are very low.

Access to the site is proposed on Veterans Blvd. in Charlotte County. Charlotte County staff has reviewed the site plan for the proposed miniwarehouse and issued final site plan approval. A note was requested to be added to the Improvement Plan stating:

According to Paragraph C, of the Code of Laws & Ordinance Charlotte County, Florida (AKA Municode), granting authority to the County Engineer under Part III (Land Development & Growth Management), Chapter 3-6 (Roads & Bridges), Article II (Construction; Improvements), Division I (Generally), Section 3-6-21 (County Specifications; permits), that: Given the magnitude of improvements that will be performed to construct proposed improvements to Veterans Blvd turn lane to provide access to the site, either the owner, developer and/or contractor will post a check in an amount sufficient to cover the costs of inspection services necessary to ensure work performed within the right-of-way is performed in accordance with and acceptable to County and FDOT standards. This check would be used to cover costs incurred by Construction Management. At the time of permit application, the applicant shall provide a full set of construction plans, pertinent data indicating the length of contract time needed to perform the work, and the name of the contractor to perform the work. An estimated amount of inspection time will be calculated, and an amount will be determined to cover those services. Should the length of time or hours needed to complete the inspection services exceed the estimate and posted amount, the permit holder by acceptance of the permit conditions, will be charged and agree to reimburse Charlotte County, any additional costs incurred. No work shall commence until this check is posted and no CO will be given until any outstanding monies due the County are settled.

The Improvement Plan shows the location of the proposed parking and loading areas. The Land Development Regulations do not address parking and loading for mini-warehouse/self-storage facility uses. The applicant provided an analysis of neighboring and similarly sized jurisdictions, demonstrating the range of different requirements if applied to the site, from 2 spaces to 19 spaces. The applicant has provided 7 parking spaces, including one ADA space, justifying a parking calculation that meets the needs of the proposed use (1 space per employee on busiest shift plus one space per 250 SF of office space). One loading zone space is also provided, as well as a covered 30' wide loading area, adjacent to the building.

Interior parking area landscaping is noted on the Improvement Plan as required to be 10% (2,610 SF) of the gross parking area, with 3,876 SF proposed.

4. <u>Infrastructure issues.</u> Infrastructure issues include potable water, sanitary sewer, solid waste, stormwater management, and electricity.

#### • Staff finding

The project is located west of I-75 (only parcel in DeSoto County west of the interstate) and is not within the County's utility service area and is not required to connect to DeSoto County Utilities (DCU). However, the applicant will connect to existing public utility systems along Veterans Boulevard in the Charlotte County Utility Franchise Area. The project has received Final Site Plan approval from Charlotte County for the proposed utility and roadway improvements.

A fire hydrant is existing on the south side of Veterans Boulevard and a remote FDC is proposed onsite. Fire equipment will be installed as required by Fire Department.

Solid waste will be provided by onsite dumpster service. The developer is required to coordinate with Womack Sanitation.

Stormwater is shown on the Improvement Plan and has been designed in accordance with DeSoto County stormwater management requirements and will be permitted by the Southwest Florida Water Management District prior to construction.

Overhead power lines provide electric service into the development.

5. <u>Miscellaneous issues.</u> These include impervious surface area, maximum density, required recreation, and dead storage.

#### • Staff finding

The Low Density Residential Future Land Use designation requires all development within that category to provide a minimum of 25% open space on site. The PUD regulations require 25% usable open space for the project. As allowed by Section20-144(g)(1)(b)(13), the applicant requests a deviation from providing 25% usable open space for the project. Staff does not object to this request, as there seems to be little opportunity for customers to use the open space on site. Additionally, the plan shows 37% open space, which exceeds the 25% minimum open space requirement. Staff recommends that the standard required open space satisfactorily meets the needs of the project and complies with the intent of the PUD district.

The proposed Improvement Plan demonstrates that the project will be developed consistently with the maximum intensity allowed in the Low Density Residential future land use category, with bonus intensity.

The Improvement Plan proposes a Type B buffer where adjacent to residential zoning to the west. A Type A buffer is proposed along Veterans Blvd. to the south and I-75 to the east.

#### **STAFF REVIEW**

Staff review has determined that this application, SITE-0125-2023, can be found consistent with the Comprehensive Plan, Land Development Regulations, and the Ordinance reflecting approval of RZNE-0067-2025, with the recommended conditions to be imposed. Should the PUD rezoning be denied, the Improvement Plan cannot be considered by the Board.

#### RECOMMENDED CONDITIONS FOR APPROVAL:

- 1. Approval of the Improvement Plan is contingent upon the Board approving PUD rezoning application (RZNE-0067-2025).
- 2. A copy of all required State permits shall be provided to the Development Department prior to issuance of the Notice to Proceed.
- 3. A revised Improvement Plan, updated per the approved Board conditions and with all approved conditions noted on the plan, shall be submitted to the Development Department prior to issuance of the Notice to Proceed.
- 4. The knox box shall be installed per the Improvement Plan prior to issuance of a Certificate of Occupancy.
- 5. Wheel stops shall be provided between the parking spaces and the sidewalk (placed within 2-feet of the sidewalk) prior to issuance of any Certificate of Occupancy.
- 6. Type D curbing shall be installed between the drive-aisle and sidewalk and between the drive-aisle and landscape areas, prior to issuing any Certificate of Occupancy.
- 7. The required landscaping shall be quantified on the Improvement Plan. All required landscaping shall be installed prior to issuance of the Certificate of Occupancy.
- 8. A minimum 5-foot separation between the building and drive-aisle shall be provided (except for the loading zone contiguous to the building labeled as "covered loading area"). All loading shall be uncovered. The pavement for the two loading areas permitted on site shall be striped per AASHTO (American Association of State Highway and Transportation Officials) standards prior to issuance of the Certificate of Occupancy.
- 9. All proposed signs shall receive a building permit prior to installation.
- 10. The applicant shall demonstrate that Charlotte County has received all required plans and monies required prior to issuance of the Notice to Proceed.
- 11. A deviation is approved for LDR Section 20-144(f).6, Minimum Open Space to remove the requirement for 25% usable open space in lieu of the provided standard open space shown on the plan.

#### **ALTERNATIVE MOTIONS**

- **A. Approval:** Based upon the staff report, evidence presented, and comments made at the Public Hearing, the Board hereby finds the application to be CONSISTENT with the DeSoto County Comprehensive Plan, in compliance with the applicable review standards of the Land Development Regulations, and I move to approve the Veterans Storage Improvement Plan (SITE-0125-2023), with the staff recommended conditions.
- **B. Denial:** Based upon the staff report, evidence presented, comments made at the Public Hearing, the Board hereby finds the request to be INCONSISTENT with the DeSoto County Comprehensive Plan and not in compliance with the applicable review standards of the Land Development Regulations, and I move to DENY the Veterans Storage Improvement Plan (SITE-0125-2023).

C. Table: Based upon the staff report evidence presented, comments made at the public hearing, the Board hereby finds that additional information is needed to make a recommendation, I move to TABLE consideration of the Veterans Storage Improvement Plan (SITE-0125-2023) and require the applicant to readvertise the project with the new hearing dates.

#### **ATTACHMENTS**

Exhibit A: Location Map

Exhibit B: Official Zoning District Atlas

Exhibit C: Future Land Use Map

Exhibit D: Veterans Storage Improvement Plan -Site Plan (Sheet 5)

Exhibit E: Proposed Resolution

Exhibit F: Comprehensive Plan Goals, Objectives, and Policies

#### **PUBLIC HEARING SCHEDULE**

**Board of County Commissioners** 

November 18, 2025



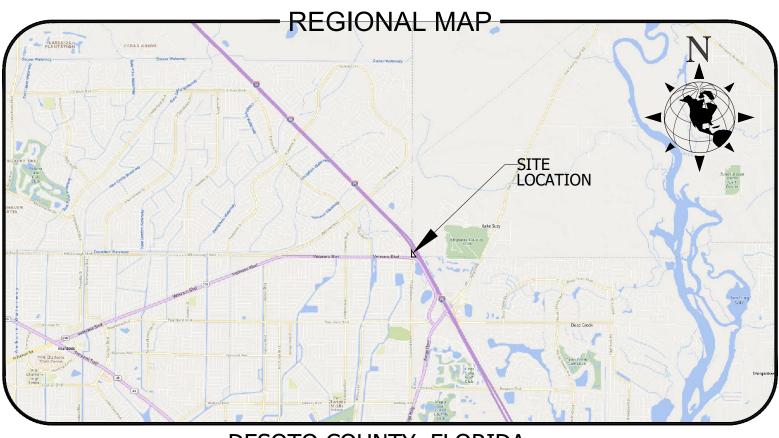
PRELIMINARY SITE PLAN/FINAL SITE PLAN & CONSTRUCTION DRAWINGS for

# VETERANS STORAGE

SW I-75, LAKE SUZY, FLORIDA SECTION 05, TOWNSHIP 35 SOUTH, RANGE 18 EAST DESOTO COUNTY, FLORIDA PID: 31-39-23-0000-0023-0000(3596)

## JBCC VETERANS BLVD LLC

50 CENTRAL AVE. STE 980, SARASOTA, FL 34236



DESOTO COUNTY, FLORIDA



SECTION 05, TOWNSHIP 35 SOUTH, RANGE 18 EAST DESOTO COUNTY, FLORIDA

#### INDEX OF SHEETS

HEET	TITLE
1	COVER SHEET

- **GENERAL NOTES AERIAL SITE PLAN**
- **EXISTING CONDITIONS & EROSION CONTROL PLAN**
- SITE PLAN
- PAVING, GRADING & DRAINAGE PLAN
- UTILTY PLAN
- PAVING, GRADING & DRAINAGE DETAILS PAVING, GRADING & DRAINAGE DETAILS
- PAVING, GRADING & DRAINAGE DETAILS
- PAVING, GRADING & DRAINAGE DETAILS
- UTILITY DETAILS LANDSCAPE PLAN

LANDSCAPE PLAN

L2.0

## PROJECT CONTACTS

**ENGINEER:** MORRIS ENGINEERING, LLC STEPHEN J. KRZYNSKI P.E. MORRIS ENGINEERING & CONSULTING, LLC 6997 PROFESSIONAL PARKWAY EAST, SUITE B

SARASOTA, FLORIDA 34240 941-444-6644 www.morrisengineering.net

OWNER:

JBCC VETERAN BLVD LLC 50 CENTRAL AVE STE 980 SARASOTA, FL 34236

SURVEYOR: GEN 3 LAND SURVEYING INC. 17840 TOLEDO BLADE BLVD., SUITE B. PORT CHARLOTTE, FL 33948 (941) 629-6801

UTILITY PROVIDERS

UTILITIES, POTABLE WATER

UTILITIES, SANITARY SEWER

UTILITIES, RE-USE WATER

UTILITIES, ELECTRIC

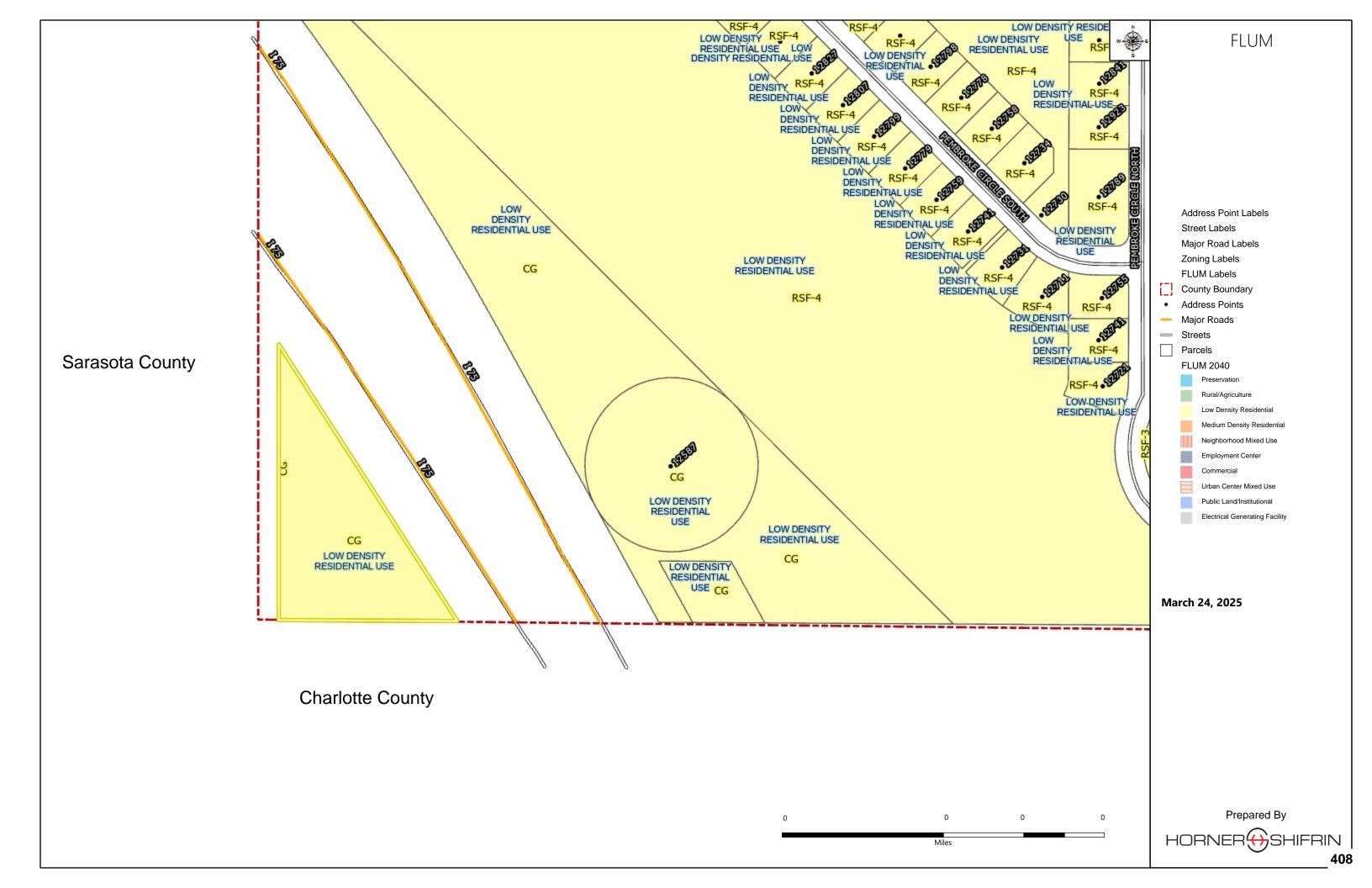
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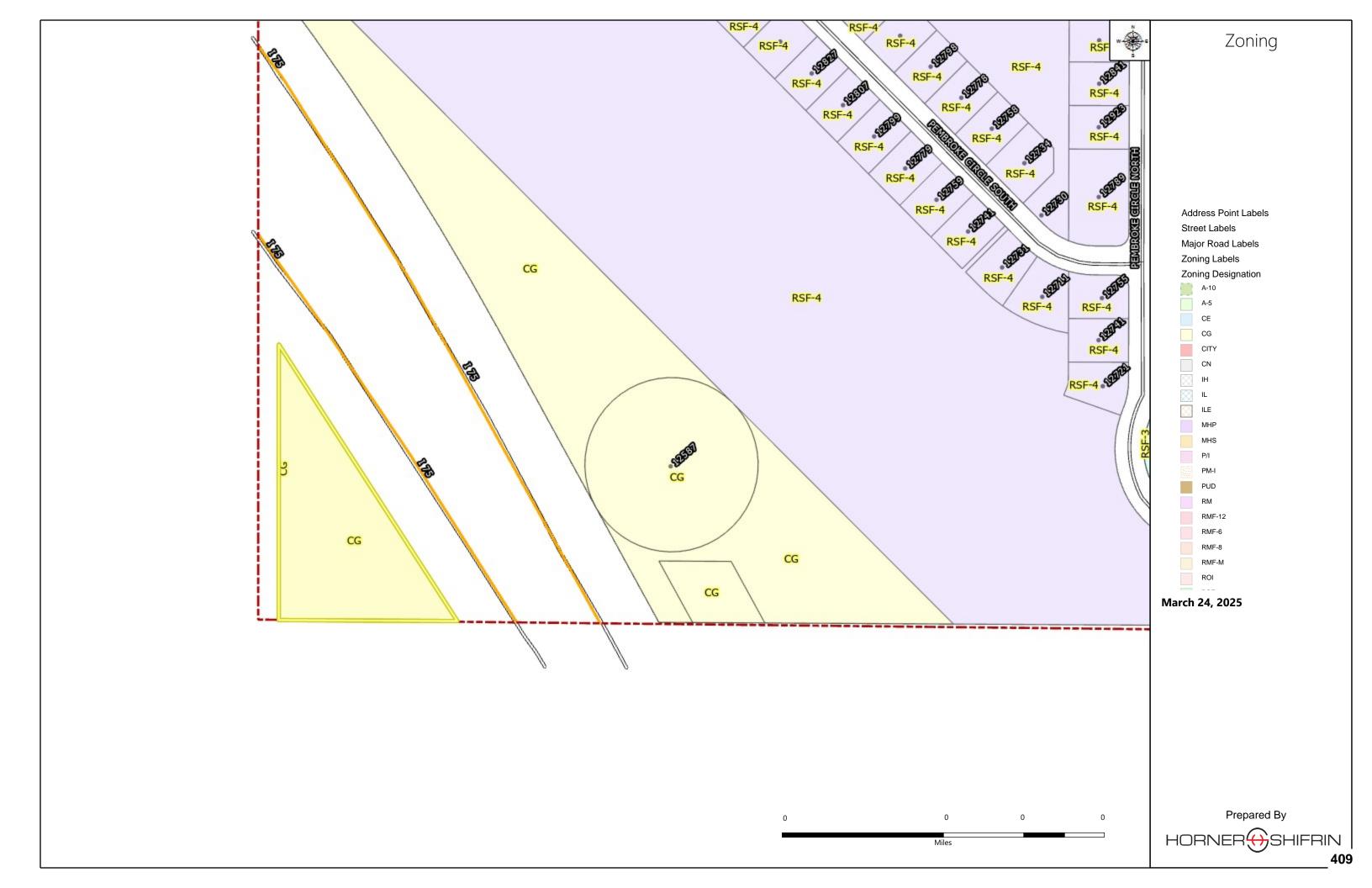
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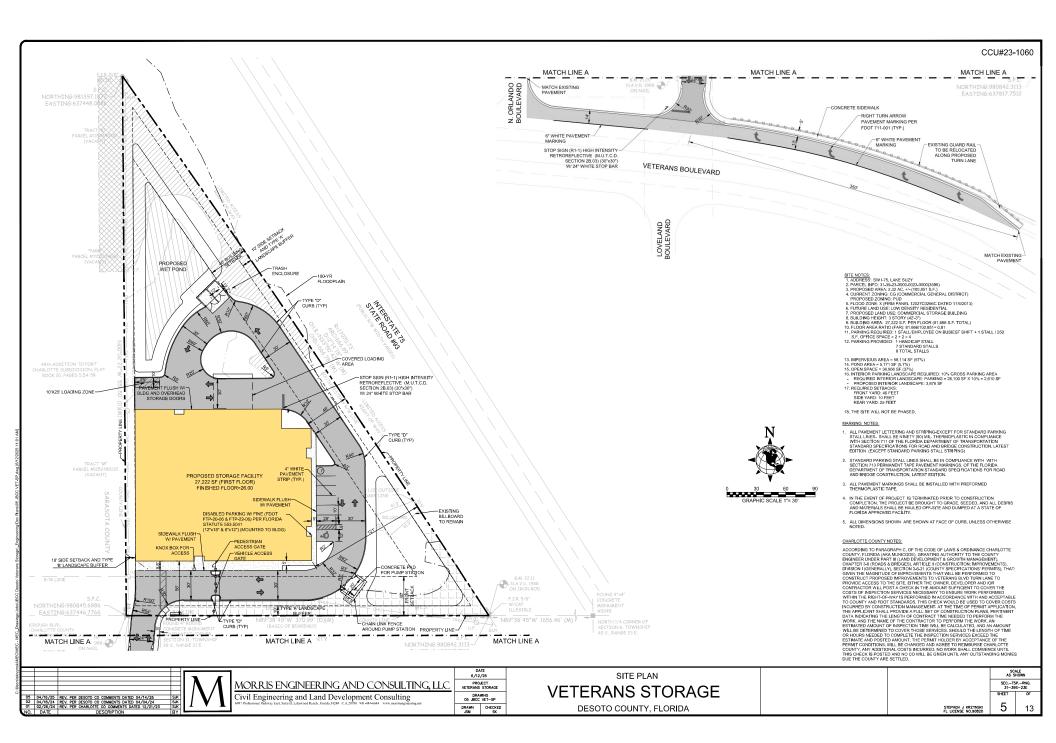
**REVISIONS** NO. DATE DESCRIPTION ΒY

PREPARED BY









#### **DESOTO COUNTY, FLORIDA**

#### RESOLUTION NO. 2025 - \_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, APPROVING AN IMPROVEMENT PLAN (SITE-0125-2023) WITH CONDITIONS FOR A 2.32 ACRE PROJECT ZONED PLANNED UNIT DEVELOPMENT (PUD), KNOWN AS VETERANS STORAGE, FOR A PARCEL LOCATED IN SOUTHWEST DESOTO COUNTY, AT THE NE CORNER OF N ORLANDO BLVD AND VETERANS BLVD, LYING WITHIN DESOTO COUNTY BUT ADJACENT TO BOTH THE CITY OF NORTH PORT (SARASOTA COUNTY) TO THE WEST AND CHARLOTTE COUNTY TO THE SOUTH; WITH THE PROPERTY IDENTIFICATION NUMBER BEING 31-39-23-0000-0023-0000; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on December 5, 2023, an Improvement Plan application and fee was submitted by the agent, Steve Krzynski, PE with Morris Engineering and Consulting, LLC to the Development Department for an Improvement Plan for a 3-story, 81,666 SF self-storage facility with a 0.81 FAR, referred to as Veterans Storage (2.32 acres), (Exhibit A: Location Map); and

**WHEREAS**, Land Development Regulations (LDR) Section 20-144(i)(3) requires all Improvement Plans for PUD projects to be reviewed by the Development Department and then submitted to the Board of County Commissioners (Board) for its review and approval or disapproval at a quasi-judicial public hearing; and

**WHEREAS**, the subject property was rezoned on November 18, 2025 to PUD with a Concept Development Plan for 3-story, 81,666 SF self-storage facility with a 0.81 FAR, adopted by Ordinance (RZNE-0067-2025); and

**WHEREAS**, the Development Department has reviewed the Improvement Plan application, and concludes the application can be found to be in conformance with the adopted rezone ordinance for RZNE-0067-2025, the Comprehensive Plan, and LDR provided conditions are imposed; and

WHEREAS, on November 18, 2025, the DeSoto Board of County Commissioners held a duly noticed public hearing on the Improvement Plan application (SITE-0125-2023) and determined that the application complies with the DeSoto County Comprehensive Plan (Exhibit B: Comprehensive Plan), the Land Development Regulations (Exhibit C: Zoning), and all other applicable regulations provided conditions are imposed; and

**WHEREAS**, the Board finds adoption of this resolution will not adversely affect the public interest and is in the best interest of the residents of DeSoto County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> Whereas clauses incorporated. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

**Section 2**. Property description. The 2.32-acre parcel is located in southwest DeSoto County, at the NE Corner of N Orlando Blvd and Veterans Blvd, lying within DeSoto County but adjacent to both the City of North Port (Sarasota County) to the west and Charlotte County to the South. It is the only parcel in DeSoto County on the west side of I-75, the Property Identification Number being 31-39-23-0000-0023-0000.

<u>Section 3</u>. Findings and Conclusions. Based upon the staff report, evidence presented, and comments made at the Public Hearing, including an analysis of the Improvement Plan application and standards for approval of an Improvement Plan under the County's Land Development Regulations, the Board hereby finds and concludes that the Applicant's request for the Veterans Storage Improvement Plan approval, as more particularly set forth in Exhibit D, is in compliance with the Comprehensive Plan and the Land Development Regulations of the County, and there is substantial competent evidence to support approval of the Application.

<u>Section 4</u>. *Improvement Plan approved*. The Improvement Plan application (SITE-0125-2023) filed by Steve Krzynski, PE with Morris Engineering and Consulting, LLC as reflected in the plan entitled "Veterans Storage," prepared by Morris Engineering and Consulting, LLC dated October 13, 2025, consisting of 13 sheets (Exhibit D: Site Plan) is hereby approved, subject to the following conditions:

- 1. Approval of the Improvement Plan is contingent upon the Board approving PUD rezoning application (RZNE-0067-2025).
- 2. A copy of all required State permits shall be provided to the Development Department prior to issuance of the Notice to Proceed.
- 3. A revised Improvement Plan, updated per the approved Board conditions and with all approved conditions noted on the plan, shall be submitted to the Development Department prior to issuance of the Notice to Proceed.
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- 8. A minimum 5-foot separation between the building and drive-aisle shall be provided (except for the loading zone contiguous to the building labeled as "covered loading area"). All loading shall be uncovered. The pavement for the two loading areas permitted on site shall be striped per AASHTO (American Association of State Highway and Transportation Officials) standards prior to issuance of the Certificate of Occupancy.
- 9. All proposed signs shall receive a building permit prior to installation.
- 10. The applicant shall demonstrate that Charlotte County has received all required plans and monies required prior to issuance of the Notice to Proceed.

11. A deviation is approved for LDR Section 20-144(f).6, Minimum Open Space to remove the requirement for 25% usable open space in lieu of the provided standard open space shown on the plan.

<u>Section 5.</u> Effective date. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of November 2025.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA
By:	By:
Mandy Hines	J.C. Deriso, Chairman
County Administrator	<b>Board of County Commissioners</b>
APPROVED AS TO LEGAL FORM	
By:	
Valerie Vicente	<del></del>
County Attorney	

Exhibit A: General Location

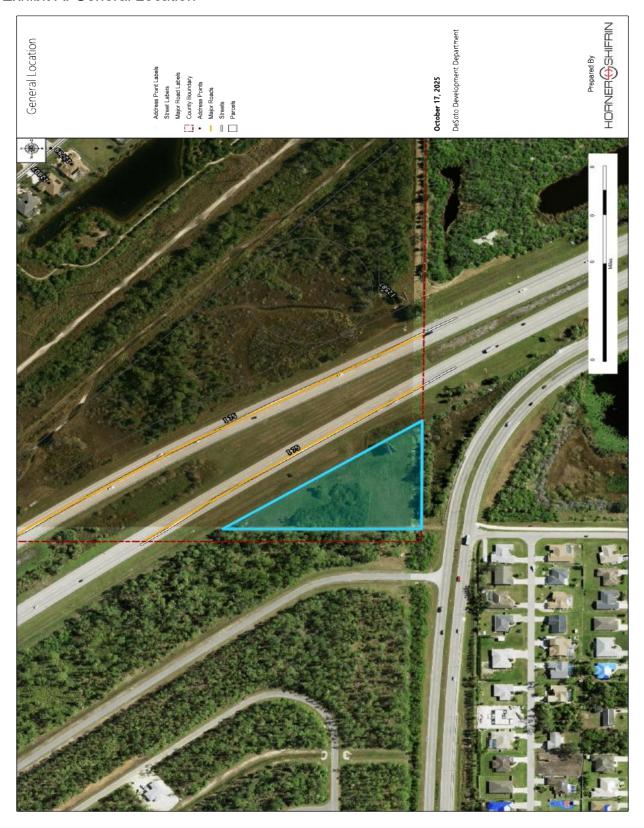
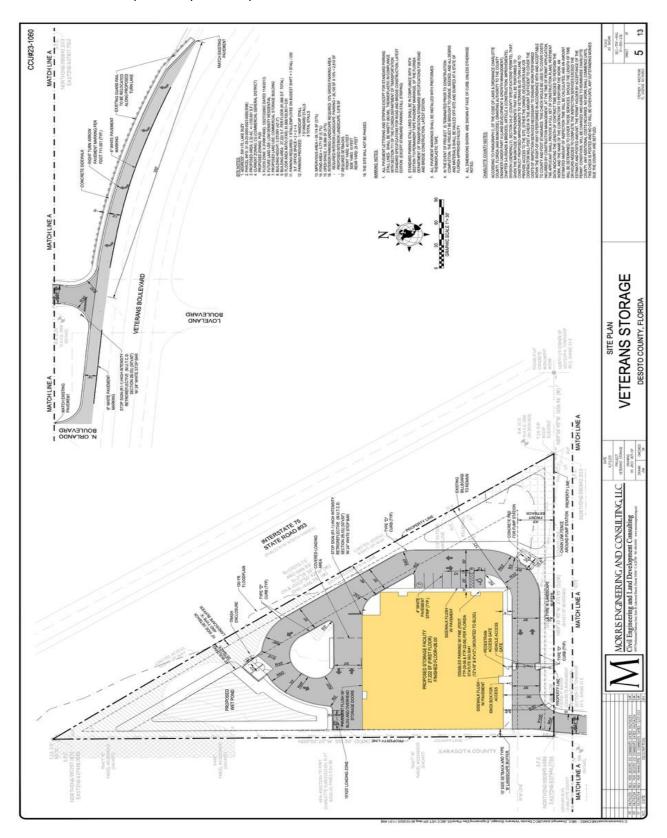
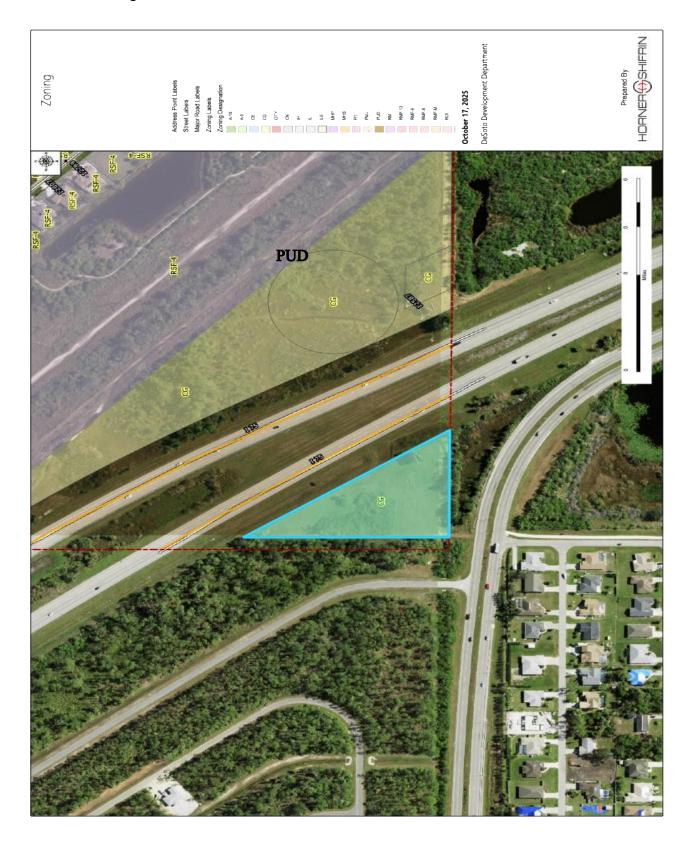


Exhibit B: Concept Plan (Sheet 5)



Page 5 of 7

Exhibit C: Zoning



Page **6** of **7** 

Exhibit D: Future Land Use Map

