



# DeSoto County

## Board of County Commissioners

### Meeting Agenda

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Tuesday, June 23, 2026

3:00 PM

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**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. **Resolution/Application for the Community Development Block Grant - Spring Lake Drainage Project.**

**Attachments:** [ENABLING RESOLUTION SPRING LAKE DRAINAGE PROJECT](#)  
[Ian\\_HMGMP Application\\_Final](#)  
[Hurricane Ian\\_HMGMP\\_Application\\_Budget\\_AWP\\_DOB](#)

2. **Minutes/BOCC Public Meeting 04-28-2026 and 05-12-2026 and BOCC Workshop 05-12-2026**

**Attachments:** [BOCC Meeting Minutes 04-28-2026](#)  
[BOCC Meeting Minutes 05-12-2026 Comp Plan Workshop 2](#)  
[BOCC Meeting Minutes 05-12-2026](#)

3. **Special Needs Shelter / Agreement / South Florida State College**

**Attachments:** [DeSoto County Special Needs Shelter 2026 - 2028](#)

4. **Grant Agreement 26-04-07/Florida Department of Management Services - Rural County Grant Program**

**Attachments:** [DeSoto\\_RuralGrantAgreement\\_26-04-07\\_CLEAN](#)

5. **CFRPC contract to conduct Small Quantity Generators of Hazardous Waste Assessment Survey and Verification**

**Attachments:** [CFRPC - DeSoto ILA SQG 3-21-26 draft \(tc\)](#)

**REGULAR BUSINESS**

6. **Resolution/Budget Amendment Fiscal Year 2025/2026**

**Attachments:** [Resolution Summary and Narrative 2026-111 Opioid Fund](#)  
[2026-113 E911](#)  
[2026-114 Utilities Operations](#)

7. **Resolution/Amend Building Department Fee Schedule**

**Attachments:** [DESOTO COUNTY Res 06.23.2026 - updated fee schedule.docx](#)  
[Building Fee Schedule 2026 - Exhibit A.docx](#)

8. **Temporary Moratorium on Data Centers**

**ADMINISTRATOR'S REPORT**

**COUNTY ATTORNEY'S REPORT**

**BOARD MEMBER COMMENTS**

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

**PUBLIC HEARING**

9. **Ordinance / Dissolving the Oak Stone East Community Development District**

**Attachments:** [2026-05-07 Oak Stone East CDD Staff Report on Petition to Dissolve Final for BOCC](#)  
[Ordinance #2019-3 = Establish Oak Stone East Community Development District](#)  
[Petition to Dissolve Oak Stone East CDD](#)  
[Oak Stone East - Special Districts Online List, 4914-9963-7685-1](#)  
[2026-05-08 Ordinance to Dissolve Oakstone CDD Final for BOCC](#)

10. **Ordinance / Establishing the Oak Stone Community Development District (USE-0231-2026)**

**Attachments:** [2026-05-07 Oak Stone Staff Report Petition to Establish Oak Stone CDD Final for BOCC](#)  
[Petition to Establish Oak Stone CDD](#)  
[2026-05-07 Ordinance for Oak Stone CDD Final for BOCC](#)

**QUASI-JUDICIAL PUBLIC HEARING**

**11. Ordinance / Maria's Rentals / Rezone (RZNE-0046-2023)**

**Attachments:** [2026-04-20 2026-04-17 RZNE 0046-2023 Maria's Rentals SR Final for PC](#)  
[Location Map](#)  
[FLUM](#)  
[ZONING MAP](#)  
[Comp Plan Policies exhibit](#)  
[Ordinance RZNE-0046-2023 Maria's Rentals Final for BOCC 6-23-26 -tc](#)

**12. Ordinance / RD Welch / Rezone (RZNE0080-2026)**

**Attachments:** [2026-04-28 Staff Report RZNE-0080-2026 for PC](#)  
[Location Map](#)  
[FLU Map](#)  
[Zoning Map](#)  
[2026-04-28 Ordinance RZNE-0080-2026 for PC](#)

**13. Resolution / Craig's RV Park Inc. (Hahn Towers Inc.) / Special Exception (USE-0215-2025)**

**Attachments:** [2026-05-15 USE-0215-2024 Cell Tower \(Craig's RV Park\) SR Final for PC](#)  
[FLUM](#)  
[Zoning Map](#)  
[Exhibit D Special Exception Concept Plan](#)  
[Exhibit E RESOLUTION 2023-01-VARIANCE CRAIG'S RV Resolution 2026-002 REPEALING BOA Resolution 2023-01](#)  
[Exhibit F LOR Map 71](#)  
[Exhibit G Planning Director Waiver](#)  
[2026-05-15 USE-0215-2025 Craigs RV Resolution Final for PC](#)

**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

6/23/2026

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Item #: 1.

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business 9:00 am  
 Public Hearing Resolution

**DEPARTMENT:** Administration  
**SUBMITTED BY:** Peggy Waters  
**PRESENTED BY:** Peggy Waters

**TITLE & DESCRIPTION:**

**Resolution/Application for the Community Development Block Grant - Spring Lake Drainage Project.**

**REQUESTED MOTION:**

To approve the application to Florida Commerce to reduce recurring flooding impacts located along the Spring Lake area in DeSoto County, and to adopt a Resolution giving the County Administrator the authority to accept funding and execute and submit all related documents.

**SUMMARY:**

The purpose of this Community Development Block Grant Disaster Recovery project is to improve the drainage in the Spring Lake area of DeSoto County. The proposed ditch cleaning and widening improvements would extend from County Road 769 to Deep Creek. Over time, sediment deposition and vegetation growth have altered the channel geometry, creating an irregular ditch profile that reduces stormwater conveyance efficiency. The proposed maintenance activities would restore a more consistent trapezoidal channel shape with a flat bottom to improve hydraulic performance. The conceptual modeling assumed maintaining the centerline elevation for approximately three feet on each side, creating a six-foot-wide toe of slope. Engineering analysis further indicated that widening the toe of slope to between five and ten feet would provide additional benefits where feasible. However, channel widening opportunities vary throughout the corridor due to space limitations, existing structures, and environmentally sensitive areas. The final widening extents and channel dimensions will therefore be determined during the detailed design phase based on site-specific conditions and permitting requirements.

**BACKGROUND:**

This project will serve as a companion to FEMA Hazard Mitigation Grant Program (HMGP) funding administered through the Florida Division of Emergency Management

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**ITEM #: 1.**

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**FUNDS:**

Budget Amount: **0.00**

Actual Agenda Item Cost: **\$3,074,979.31**

Account Number: **n/a**

Explanation: **HMGP funding approved \$2,306,234.48 - 25% match needed \$ 768,744.83.**

**DESOTO COUNTY, FLORIDA**

**RESOLUTION NO: 2026-\_\_\_\_\_**

**RESOLUTION OF THE COUNTY COMMISSION OF DESOTO COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AND SUBMIT DOCUMENTS RELATING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR A DRAINAGE PROJECT TO REDUCE THE RISK OF FLOODING IN THE SPRING LAKE AREA OF ARCADIA, FLORIDA, ADMINISTERED BY THE FLORIDA COMMERCE, INCLUDING ALL APPLICATIONS AND GRANT AWARDS, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

**WHEREAS**, flooding conditions throughout the Spring Lake neighborhood have progressively worsened, creating hazardous conditions for residents, damaging infrastructure, and limiting access to homes and emergency services; and

**WHEREAS**, these conditions have demonstrated that the existing drainage system no longer provides adequate stormwater conveyance capacity during significant rainfall events; and

**WHEREAS**, the recurring nature of these flooding events demonstrates that the community faces an ongoing and immediate threat to public health and safety; and

**WHEREAS**, the proposed Community Development Block Grant (CDBG) project addresses these urgent conditions by implementing targeted drainage improvements designed to reduce flood elevations, improve stormwater conveyance, stabilize critical infrastructure, and restore safe access throughout the affected community.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, that:**

**SECTION 1.** The Hazard Mitigation Grant Match Program (HMGMP) is administered by the Florida Division of Emergency Management (FDEM) and Community Development Block Grant Disaster Recovery (CDBG-DR) is administered by Florida Commerce.

**SECTION 2.** Applications are being made under the HMGMP Programs using CDBG-DR for match for the mitigation of various County projects toward any future natural disasters.

**SECTION 3.** The County Commission hereby delegates authority to the County Administrator to accept funds and sign all necessary certifications and related documents for the CDBG-DR Program administered by Florida Commerce for the application and grant award.

**SECTION 4.** The County Administrator is authorized and directed to submit all additional information and required reports and other such administrative requirements in a timely manner as may be required by Florida Commerce.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026

**ATTEST:**

**DESOTO COUNTY BOARD  
OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Mandy Hines  
County Administrator

\_\_\_\_\_  
Steve Hickox  
Chairman

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
Valerie Vicente, County Attorney

## REBUILD FLORIDA HAZARD MITIGATION GRANT MATCH PROGRAM (HMGMP) APPLICATION

### GENERAL INFORMATION

Local Government Applicant Name:	
Official Project Title:	
Unique Entity Identifier (UEI):	
Federal Employer Identification Number (FEIN):	

Application Preparer: (This is the city/town/county employee that FloridaCommerce will contact regarding any question within your submitted application.)

First and Last Name:	
Title:	
Mailing street address:	
City:	
State:	
Zip:	
Phone Number:	
Email Address:	

Local project manager/lead contact: (This is the person who will lead the project locally.)

First and Last Name:	
Title:	
Mailing street address:	
City:	
State:	
Zip:	
Phone Number:	
Email Address:	

**Location of Proposed Project**

<b>Street Address:</b>	
<b>City:</b>	
<b>State:</b>	
<b>Zip:</b>	

Please select which qualifying county this project is located in:

**HUD MIDs**

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| <input type="checkbox"/> Brevard      | <input type="checkbox"/> Manatee  |
| <input type="checkbox"/> Charlotte    | <input type="checkbox"/> Monroe   |
| <input type="checkbox"/> Collier      | <input type="checkbox"/> Osceola  |
| <input type="checkbox"/> DeSoto       | <input type="checkbox"/> Pinellas |
| <input type="checkbox"/> Hardee       | <input type="checkbox"/> Polk     |
| <input type="checkbox"/> Highlands    | <input type="checkbox"/> Seminole |
| <input type="checkbox"/> Hillsborough | <input type="checkbox"/> Putnam   |

**State MIDs**

- |                                  |                                     |
|----------------------------------|-------------------------------------|
| <input type="checkbox"/> Flagler | <input type="checkbox"/> Lake       |
| <input type="checkbox"/> Glades  | <input type="checkbox"/> Okeechobee |
| <input type="checkbox"/> Hendry  | <input type="checkbox"/> St. Johns  |

Does the proposed project exist within a fiscally constrained county (per [S. 218.67\(1\) F.S.](#))?

- Yes       No

If "Yes," please select which fiscally constrained county:

- |   |   |
|---|---|
| <input type="checkbox"/> DeSoto (HUD)   | <input type="checkbox"/> Highlands (HUD)    |
| <input type="checkbox"/> Glades (State) | <input type="checkbox"/> Okeechobee (State) |
| <input type="checkbox"/> Hardee (HUD)   | <input type="checkbox"/> Putnam (HUD)       |
| <input type="checkbox"/> Hendry (State) |   |

**MATCH FUNDING REQUEST**

**Is your FDEM HMGP Application for a phased project?** *(If “No”, only complete the Phase 1, Other Funding and Total Project Budget sections below.)*

Yes       No

<b>Funding Requested – FDEM Phase 1</b> (25% < 75% Max)	
<b>Funding Requested – CDBG-DR Phase 1</b> (0% < 25% Max)	
<b>Funding Requested – FDEM Phase 2</b> (25% < 75% Max)	
<b>Funding Requested – CDBG-DR Phase 2</b> (0% < 25% Max)	
<b>Other Funding</b> (If FEMA/FDEM is not paying 75%)	
<b>Total Project Budget</b> (100%)	

**If Other Funding has been secured, select the source of the leveraged funds (select all that apply).**

- FEMA (non-HMGP)
- Local Match
- State Funds
- Private Funds
- Other: \_\_\_\_\_

**[Attach]** supporting documentation for source of leveraged funds.

**Is the local government covered by the National Flood Insurance Program (NFIP)?**

Yes       No

**If you do not participate in the NFIP, will you participate in the program prior to the announcement of the Intent to Award?**

Yes       No

**NATIONAL OBJECTIVE**

Please select which National Objective the project addresses:

Low-Moderate Income (LMI)

Urgent Need (as outlined in the conditions of the HMGMP section of the Hurricane Ian Policy Manual)

Total service area population served:	
Total LMI population served:	
Total Low- Income citizens served:	
Total Moderate- Income citizens served:	
Total LMI percentage (%):	
Percentage of Total UGLG Population to be Served by this project:	

How was the LMI data obtained for this project?

Survey Data

Census Block Data

Please specify which census block groups were used in calculating your LMI service area.

Please **[Attach]** your LMI service area map.

The required LMI map should encompass the entire area benefiting from the project and depict all project sites if multiple locations exist. Applicants are to utilize HUD's Low- and Moderate-Income (LMI) Area Data to determine the project benefits LMI families in the surrounding area. Applicants can also develop an income survey of the area as an alternative to the Census Data. HUD provides a demonstration to determine the area of benefit, whereas at least 51 percent of the residents shall be LMI to qualify for CDBG-DR assistance.

Map Tutorial Link:

<https://www.hudexchange.info/programs/cdbg/cdbg-low-moderate-income-data/>

Map URL Link:

[https://experience.arcgis.com/experience/279eca0222754f8a954bbf8cf995a1a3#data\\_s=id%3AdataSou rce\\_2-LMISD\\_layers\\_9515%3A143576%2B143625](https://experience.arcgis.com/experience/279eca0222754f8a954bbf8cf995a1a3#data_s=id%3AdataSou rce_2-LMISD_layers_9515%3A143576%2B143625)

If a survey was used to determine the LMI for your project, please upload the applicable survey data.

**[Attach]**

# FLORIDA COMMERCE

## Division of Community Development Office of Long-Term Resiliency (OLTR)

If you selected the “Urgent Need” National Objective, please select the applicable criteria, and provide a written justification on how this project qualifies to participate in the HMGMP.

- The existing conditions must pose a serious and immediate threat to the health or welfare of the community.
- The existing conditions are of recent origin or recently became urgent (generally, within the past 18 months).
- The grantee is unable to finance the activity on its own.
- Other sources of funding are *not* available.

1,500 words or less.

### HISTORICALLY UNDERSERVED AREA(S)

Historically underserved, geographic areas are those comprised of 51% or more population density of primary residents that are persons of color, persons of Native or Indigenous heritage, persons 62 years or older, and/or other historically underserved communities.

Please specify the applicable demographic information for the census block group(s) associated with this project.

*All Census Block Groups provided in the previous section must be incorporated into these numbers.*

American Indian and Alaska Native:	
Asian:	
Black or African American:	
Hispanic or Latino:	
Native Hawaiian and Other Pacific Islander:	
Some Other Race:	
Two or More Races:	
Person(s) 62 years or Older:	
Other (non-specified):	
<b>Total Historically Underserved Population:</b>	

Map Link:

*Block Groups and Tracts*

[https://data.census.gov/geo/maps/vt/0100000US\\$0500000/ACS5Y2020/B19083/B19083\\_001E?layer=VT\\_2020\\_140\\_00\\_PY\\_D1&breaks=Manual\(0.5\)&loc=28.1080,-81.9707,z6.0276](https://data.census.gov/geo/maps/vt/0100000US$0500000/ACS5Y2020/B19083/B19083_001E?layer=VT_2020_140_00_PY_D1&breaks=Manual(0.5)&loc=28.1080,-81.9707,z6.0276)

*Citywide*

[https://data.census.gov/geo/maps/vt/0100000US\\$0500000/ACS5Y2020/B19083/B19083\\_001E?layer=VT\\_2020\\_160\\_00\\_PY\\_D1&breaks=Manual\(0.5\)&loc=28.3135,-83.0454,z6.9752](https://data.census.gov/geo/maps/vt/0100000US$0500000/ACS5Y2020/B19083/B19083_001E?layer=VT_2020_160_00_PY_D1&breaks=Manual(0.5)&loc=28.3135,-83.0454,z6.9752)

*Countywide*

[https://data.census.gov/geo/maps/vt/0100000US\\$0500000/ACS5Y2020/B19083/B19083\\_001E?layer=VT\\_2020\\_050\\_00\\_PY\\_D1&breaks=Manual\(0.5\)&loc=28.9935,-82.1060,z7.4897](https://data.census.gov/geo/maps/vt/0100000US$0500000/ACS5Y2020/B19083/B19083_001E?layer=VT_2020_050_00_PY_D1&breaks=Manual(0.5)&loc=28.9935,-82.1060,z7.4897)

**Please select which CDBG-DR eligible HMGMP activity that best describes your proposed program or project:**

- Acquisition or relocation of hazard-prone structures
- Aquifer storage and recovery
- Debris removal
- Elevation of flood-prone structures
- Flood diversion
- Floodplain and stream restoration
- Infrastructure protection measures
- Minor structure flood control
- Permanent generators for a critical facility (not for the general conduct of government)
- Repair and hardening of existing buildings and facilities (not for the general conduct of government)
- Community safe room construction and/or homeless shelter
- Stormwater management improvements
- Relocation of police and fire facilities (moved out of floodplain)
- Relocation of UGLG owned and operated utilities (above ground to below ground)
- Other: \_\_\_\_\_

## PROJECT DESCRIPTION

Write an overview/summary of the HMGMP project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*2,500 words or less.*

## DAMAGE SUMMARY

Write an overview/summary of how Hurricane Ian's damage impacted the service area and specifically this project.

*1,500 words or less.*

## UNMET NEED

Describe how the proposed activity will address an Unmet Need tied to the impact of damage from the disaster (Note: All CDBG-DR activities must clearly address an impact of the disaster).

*1,500 words or less.*

## BUDGET, ACTIVITY WORK PLAN, DUPLICATION OF BENEFITS

**Budget, AWP, and DOB Template**

**[Attach]** Budget, Activity Work Plan, and Duplication of Benefits Worksheet.

# FLORIDA COMMERCE

## Division of Community Development Office of Long-Term Resiliency (OLTR)

[[Attach](#)] Quotes/Estimates used to determine funding request.

### SUPPORTING DOCUMENTS

[[Attach](#)] Map clearly showing Project Location and/or Service Area.

[[Attach](#)] Most Recent Flood Plain Map.

### PICTURES

Upload either up to ten (10) photos of the service area or any other relevant photos for the scoring team to review regarding the program or project.

Picture(s) [[Attach](#)]

### CITIZEN PARTICIPATION/PUBLIC NOTICE

All applicants must conduct a public hearing or public comment period, notifying their citizens of their intent to seek CDBG-DR funding. In order to satisfy this requirement, please provide documentation for one of the two methods below.

#### Public Hearing

Date of Hearing Notice:	
Date of 1 <sup>st</sup> Public Hearing:	

Documentation of Public Hearing Notice [[Attach](#)]

#### Documentation of 1<sup>st</sup> Public Hearing

- Public Hearing Meeting Minutes [[Attach](#)]
- Public Hearing Certification [[Attach](#)]
- Citizen Participation Plan [[Attach](#)]
- Citizen Complaint Policy [[Attach](#)]
- Citizen Complaints from Public Hearing [[Attach](#)]

#### Public Comment Period

Date of Public Notice:	
Public Comment Start Date:	
Public Comment End Date:	

**Documentation of Public Notice** [\[Attach\]](#)

- Public Notice Certification [\[Attach\]](#)
- Citizen Participation Plan [\[Attach\]](#)
- Citizen Complaint Policy [\[Attach\]](#)
- Citizen Complaints from Public Comments [\[Attach\]](#)

**CERTIFICATION AND SIGNATURE**

As authorized Executive Officer, I certify that staff, contractors, vendors, and community partners of the CDBG-DR initiative:

- A. Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-DR funded activities;
- B. Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-DR program(s) and/or project(s) and;
- C. Certify that all information submitted in this Application is true and accurate.

X SIGN HERE



## Instructions

### Step 1:

#### Application - Budget

Please provide a budget projection for your proposed project.

*You may create additional rows in this form to accommodate all items needed within the budget.*

*\*The amount(s) and source(s) of all Leverage Funds needed to complete this project must be included in the Application Budget and the accompanying DOB Form.*

*The Total provided shall include projections for all phases and leverage funds needed to complete the project.*

### Step 2:

#### Application - Activity Work Plan

Please provide a project timeline for your proposed project.

*You may create additional rows in this form to accommodate all items needed within the timeline.*

*\*The Period of Performance for Hurricane Ian activities may not extend beyond Sept 30, 2023 therefore, that is the furthest your timeline projections may go. Please incorporate allow for a 30-day timeline for FDEM and FloridaCommerce reviews and approvals.*

*This timeline shall include the time needed to complete all phases of your project.*

### Step 3:

Application - Duplication of Benefits Worksheet

**Application - Duplication of Benefits worksheet**

Please provide the source(s) of all funding for your proposed project.

*Applicants must disclose information about the actual commitment/receipt of all financial assistance and provide proof of payment from these sources.*

*\*The total assistance includes all reasonably identifiable financial assistance available to the applicant (identified funds as part of the recovery process, has received the assistance and has legal title to the assistance but managed by another entity). Any assistance provided for a different purpose than the CDBG-DR/MIT eligible activity, must be excluded from total assistance.*

*This worksheet shall include all leverage funding required to complete all phases of the project.*

*each activity type.*

*be provided on both*

*complete your project.*

*the project timeline.*

*ember 30, 2028 ,  
wances within your*

*project.*

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*e to an applicant  
gal control over it, or  
urpose or allowable  
sistance.*

*f your project.*



Office of Long-Term Resiliency  
 CDBG-DR/MIT  
 Application - Project Budget

<b>Program:</b>	Hurricane Ian - HMGMP
<b>Name of Applying Entity:</b>	DeSoto County
<b>Project Name:</b>	Spring Lake Flood Risk Reduction

Activity and Descriptions	CDBG-DR/MIT Amount	Leverage Funds	Source*	Total Funds
<b>1. Grant Administration</b>				
<b>2. Activity Delivery</b>				
<b>3. Engineering Services</b>				
Phase 1	\$ 56,894.75	\$ 170,684.25	HMGMP	\$ 227,579.00
<b>4. Construction</b>				
Phase 2	\$ 739,763.50	\$ 2,135,550.23		\$ 2,847,400.31
<b>5. Acquisition</b>				
<b>TOTALS:</b>	<b>\$ 796,658.25</b>	<b>\$ 2,306,234.48</b>	<b>\$ -</b>	<b>\$ 3,074,979.31</b>

\*The amount(s) and source(s) of all Leverage Funds needed to complete this project must be provided on the accompanying DOB Form.

<b>Prepared By:</b>	p.waters
<b>Date Prepared:</b>	5/29/2026



Office of Long-Term Resiliency  
 CDBG-DR/MIT  
 Application - Activity Work Plan

Program:	Hurricane Ian - HMGMP
Name of Applying Entity:	
Project Name:	

Start Date (month/year)	End Date (month/year)	Description of Proposed Task to be Completed by the "End Date."	Estimated Funds to be Requested by the "End Date"	Estimate of Total Funds Reimbursed by the "End Date"
9/1/2026	3/30/2027	State and Local Contracting	1,895	1,895
4/1/2027	3/30/2029	Construction Plan/Technical Specificaitons	55000	55000
4/1/2029	9/30/2029	Bidding/Local Procurement		
10/1/2029	12/31/2029	Construction /Installation		
1/1/2030	3/31/2030	Local Inspections/Compliance		
4/1/2030	6/30/2030	State Final Inspections/Compliance		
7/1/2030	9/30/2030	Closeout		

"Estimated Funds to be Requested are the funds required to complete that individual task by the "End Date."  
 "Estimate of Total Funds Reimbursed" is a running total of all funds anticipated to be reimbursed by the "End Date."

Prepared By:	p.waters
Date Prepared:	5/29/2026



<b>Program:</b>	Hurricane Ian - HMGMP
<b>Name of Applying Entity:</b>	DeSoto County
<b>Project Name:</b>	Apring Lake Flood Risk Reduction

Applicants must disclose information about the actual commitment/receipt of all financial assistance and provide proof of payment from these sources. The following worksheet identifies several of the most common sources of funds that may pose a Duplication of Benefit for infrastructure projects. This worksheet must be completed for every project that is funded with CDBG-DR/MIT funds and prior to any payment request being made.

Step 1. Identify Subrecipient's Total Need Calculated	
<b>TOTAL PROJECT COST/BUDGET</b>	\$ 227,579.00

**Step 2. Identify Total Assistance Available and Amounts to Exclude as Non-Duplicative**

The total assistance includes all reasonably identifiable financial assistance available to an applicant (identified funds as part of the recovery process, has received the assistance and has legal control over it, or has assistance but managed by another entity). Any assistance provided for a different purpose or allowable cost than the CDBG-DR/MIT eligible activity, must be excluded from total assistance.

Types of Assistance Received	Assistance Documented	Non-Duplicative Assistance	Total Assistance Received	Purpose of Leverage?
FEMA-PA		\$ -	\$ -	
FEMA-HMGP	\$170,684.25	\$ -	\$ -	Phase 1
Hazard Insurance Proceeds		\$ -	\$ -	
Flood Insurance Proceeds		\$ -	\$ -	
SBA Loans		\$ -	\$ -	
US Army Corps of Engineers		\$ -	\$ -	
US Depart. Of Transportation		\$ -	\$ -	
Local Funds		\$ -	\$ -	
Other Assistance		\$ -	\$ -	
<b>TOTAL DISASTER ASSISTANCE RECEIVED FOR PROJECT</b>		<b>\$170,684.25</b>	<b>\$170,684.25</b>	

Step 3. Calculate Maximum CDBG-DR/MIT Award	
Subrecipient's Total Need Calculated:	\$ 227,579.00
Total of Assisted Received:	\$ 170,684.25
Amount to Exclude as Non-Duplicative:	\$ 170,684.25
Total Duplicative Assistance Received:	\$ -
Estimated Need Remaining:	\$ 56,894.75
<b>FINAL CDBG-DR/MIT AWARD:</b>	<b>\$ 56,894.75</b>



# DeSoto County

6/23/2026

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Item #: 2.

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business 3:00 pm  
 Public Hearing Minutes

**DEPARTMENT:** Administration  
**SUBMITTED BY:** Marilyn Padilla  
**PRESENTED BY:** Marilyn Padilla

**TITLE & DESCRIPTION:**

**Minutes/BOCC Public Meeting 04-28-2026 and 05-12-2026 and BOCC Workshop 05-12-2026**

**REQUESTED MOTION:**

**To Approve the minutes for the BOCC Public Meeting 04-28-2026 and 05-12-2026 and BOCC Workshop 05-12-2026**

**SUMMARY:**

**Minutes**

**BACKGROUND:**

**Minutes**



# DeSoto County

## Board of County Commissioners

### Meeting Minutes - Final

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Tuesday, April 28, 2026

3:00 PM

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#### **CALL TO ORDER**

#### **ROLL CALL**

**Present:** Commissioner JC Deriso  
Commissioner Judy Schaefer  
Commissioner Steven Hickox  
Commissioner Elton Langford  
Commissioner Jerod Gross

#### **TURN OFF OR SILENCE ALL CELL PHONES**

#### **PRAYER/PLEDGE OF ALLEGIANCE**

Ed Horne of Pine Level Church gave the invocation.

#### **INTRODUCTION OF ELECTED OFFICIALS**

#### **SET/AMEND**

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

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

#### **PUBLIC FORUM FOR NON-AGENDA ITEMS**

Carol Malher invited the Board to the Grand Reopening and Ribbon Cutting of the Historic John Morgan Ingraham House May 1st | 10:00 AM to 12:00 PM

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

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

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

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

- 1. Public Official Bond term date revised for County Commissioner of District 1 and District 5.**

**Attachments:** [Sufficiency Bonds Listing - 4-28-26](#)  
[Bond Rider correcting Term to 11.20.2028\\_21BSBIY0587\\_Steven Hickox](#)  
[Bond Rider correcting Term to 11.20.2028\\_21BSBIY7228\\_Jerod Gross](#)

**2. Resolution appointing a new member to the Economic Development Advisory Committee**

**Attachments:** [EDAC Resolution 2026 Justin Fussell](#)

This Resolution was adopted.

Enactment No: 2026-040

**3. Contract Reassignment- Surveying and Mapping, LLC**

**Attachments:** [AMENDMENT-REASSIGNMENT - Hyatt and Surveyingfinal Letter of Assignment Hyatt-Sam Desoto County](#)

**4. Piggyback Agreement / Okeechobee County / Clarke Environmental Mosquito Management, Inc for FY 2026.**

**Attachments:** [Clarke Third Amendment - Exercising Second Renewal Signed 20](#)

**5. Application/Community Development Block Grant Library Hardening and Generator**

**Attachments:** [PID- 142352 DeSoto County Library Ian HMGMP Application\\_FINAL ENABLING RESOLUTION LIBRARY](#)

Enactment No: 2026-034

**6. Application/Community Development Block Grant Fire Station 1 Safe Room**

**Attachments:** [PID-142345 Ian\\_HMGMP Application\\_Final ENABLING RESOLUTION SAFE ROOM FS 1](#)

Enactment No: 2026-035

**REGULAR BUSINESS**

**7. Utility Service and Conveyance Agreement (Water and Phase 1 Wastewater ERU Allocation)**

**Attachments:** [Utility Service & Conveyance Agreement \(Water & Ph 1 WW ERU Allocation\) \(McAlpine\) \(Maronda\)](#)

Greg Harris, Utilities Director presented a request to approve Utility Service and Conveyance Agreement between TMV Properties, Inc. and McAlpine (Briarwood) Inc. for developer Maronda Homes LLC of Florida for the McAlpine project granting 49 ERUs of Phase 1 Water and Wastewater ERUs upon approval of the Agreement and payment of Phase 1 Water and Wastewater Capital Charges.

A motion was made by Commissioner Deriso, seconded by Commissioner Schaefer, that this Agreement be approved. The motion carried by the following vote:

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

**8. Preserve Utility Easement - Preserve Phase 3**

**Attachments:** [Utility Service & Conveyance Agreement for Preserve Desoto Two LLC](#)  
[23691 PUE Sketch & Description\\_Ph3 S&S](#)  
[23691 2026-04-20 Utility Easement Phase 3\\_Executed](#)

Greg Harris Utilities Director presented a request to accept the Utility Easement for the Preserve Phase 3 Project, and authorize recording of same.

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

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

#### **9. Resolution/Budget Amendment Fiscal Year 2025/2026**

**Attachments:** [Resolution Summary and Narrative](#)  
[2026-79 Capital Road Grant Projects](#)  
[2026-80 General Fund Non Depart.](#)  
[2026-82 Law Enforcement Trust \(Q2\)](#)  
[2026-83 Special Projects](#)

Brian Wagner presented a request to adopt a Resolution relating to the attached budget amendments affecting the 2025/2026 adopted budget, as provided in Budget Amendment 2026-79, 2026-80, 2026-82 and 2026-83.

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

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

Enactment No: 2026-036

#### **10. Resolution/Opioid Litigation Settlements**

**Attachments:** [Resolution Authorizing County Admin Execute Opioid Settlements Action Required Six Remnant Defendants Opioid](#)

Peggy Waters presented a request to adopt a resolution to authorize the County Administrator to Execute Participation and Release forms and related documents for current and future opioid litigation settlements.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, that this Resolution be adopted. The motion carried by the following vote:

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

Enactment No: 2026-037

### **ADMINISTRATOR'S REPORT**

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

Valerie Vicente, County Attorney gave a brief update on Reardon litigation.

### **BOARD MEMBER COMMENTS**

The Board expressed its appreciation to staff for their continued dedication and hard work. Commissioners also reflected on the recent events in Washington, D.C., noting the deep divisions evident across the country. They emphasized the importance of restoring a culture in which differing viewpoints can be shared and debated respectfully, without hostility or violence.

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

### **PUBLIC HEARING**

#### **11. Ordinance / Comprehensive Plan Amendment Adoption / Affordable**

### Housing-Density (COMP-0015-2025)

**Attachments:** [2026-05-13 COMP-0015-2025 Affordable Housing Density SR for BOCC Adoption](#)  
[Exhibit D Supportive Data and Analysis Report](#)  
[DC Comment Letter 4-13-26](#)  
[2026-05-13 COMP-0015-2025 Affordable Housing Density Ord for BOCC](#)

Misty Servia presented a request to adopt the proposed amendments to the Comprehensive Plan and Land Development Regulations to allow bonus density incentives for affordable and workforce housing. Ms. Servia explained the changes would help address local housing shortages, particularly for teachers, first responders, and other workers, while requiring long-term affordability agreements and continued board review of future developments. Several commissioners expressed support for the need of workforce housing but raised concerns about approving broad text amendments that could increase density countywide and “paint the county into a corner.” They preferred reviewing projects individually through the existing PUD or rezoning process rather than changing the rules in advance. During public comment constituents opposed the amendment, citing concerns about the impact of low income housing such as crime, traffic, infrastructure strain, neighborhood impacts, and the long-term consequences of higher-density development. After discussion, Commissioner Deriso made a motion to approve but failed for lack of a second. The board then unanimously voted to table the item until the second meeting in May 2026 (May 26, 2026) to allow more time for questions, review, and possible revisions.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, to table this Ordinance ,.due back on 5/26/2026. The motion carried by the following vote:

**Aye:** Deriso, Schaefer, Hickox, Langford, and Gross  
 Enactment No: 2026-008

### 12. Ordinance / Land Development Regulation Amendment / Affordable Housing-Density (LDR-0013-2026)

**Attachments:** [2026-04-16 LDR Affordable Housing SR for BOCC](#)  
[2026-05-13 Ord Affordable Housing Ord for BOCC](#)

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, to table this Ordinance ,.due back on 5/26/2026. The motion carried by the following vote:

**Aye:** Deriso, Schaefer, Hickox, Langford, and Gross  
 Enactment No: 2026-009

### 13. Ordinance / Comprehensive Plan Amendment / Essential Services (COMP-0017-2025)

**Attachments:** [2026-04-06 CPA Essential Services SR for BOCC](#)  
[DC Comment Letter 4-13-26](#)  
[2026-04-06 ORDINANCE CPA Essential Services for BOCC](#)

Misty Servia presented a request to adopt the proposed amendments to the

Comprehensive Plan and Land Development Regulations focused on “essential services” (Agenda items 13 and 14). The intent of the changes is to improve efficiency in providing critical infrastructure and public services while also aligning inconsistencies between the Comprehensive Plan and the LDRs. Ms. Servia explained that the City of Arcadia Airport helped prompt the update, but the scope was broadened to better support infrastructure needs across the county. The amendments expand and clarify the definition of essential services to include government-owned utilities, communications systems, public safety facilities, municipal public-use airports, penal facilities, and solid waste disposal operations. A key change is that most essential services would now be allowed in any zoning district, streamlining the approval process for necessary public infrastructure. However, higher-impact uses such as penal facilities, landfills, large power plants, and similar facilities would remain more restricted, limited to specific zoning districts and requiring special exception approval due to their intensity. The changes also make clear that these streamlined provisions apply only to government-owned facilities at the federal, state, county, or municipal level, along with certain regional water authority infrastructure, while excluding privately owned or quasi-governmental facilities. Depending on the type of project, approvals would range from simple permitting to more detailed improvement plans or special exceptions for higher-impact uses. The proposal had already been reviewed by the Planning Commission and transmitted to the State of Florida, which had no objections. During the final adoption hearing, the board briefly clarified the distinction between government-owned and privately owned facilities, confirmed eligibility limits.

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, Hickox, Langford, and Gross  
Enactment No: 2026-005

**14. Ordinance / Land Development Regulation Amendment / Essential Services (LDR-0012-2025)**

**Attachments:** [2026-04-06 Essential Services LDR Amend SR for BOCC](#)  
[2026-04-06 Ord Essential Services Amend LDR for BOCC](#)

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, Hickox, Langford, and Gross  
Enactment No: 2026-006

**QUASI-JUDICIAL PUBLIC HEARING**

Valerie Vicente, County Attorney reviewed Quasi-Judicial procedures and Ex Parte communication rules, followed by Commissioners disclosing any constituent contact or site visits. The Clerk administered the Oath to all speakers.

**15. Resolution / Arcadia Self Storage / Development Plan (SITE-0154-2024)**

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**Attachments:**     [2026-04-06 Staff Report SITE-0154-2024 Arcadia Self Storage for BOCC](#)  
[Location Map](#)  
[ZONING MAP](#)  
[FLUM](#)  
[Development Plan BOCC](#)  
[2026-04-06 Resolution SITE-0154-2024 Arcadia Self Storage](#)

Misty Servia presented a request to approve a development plan for a proposed self-storage facility by Storage Experts of Florida LLC and Red Bay Realty LLC. The project consists of three buildings totaling approximately 71,666 square feet on a 4.42-acre vacant parcel located at 11503 SW County Road 769, with a future land use designation of Neighborhood Mixed Use and zoning of Commercial General. A small portion of the site contains wetlands within a conservation overlay district, which will be preserved as part of the development. Ms. Servia confirmed that the proposal is generally consistent with applicable requirements, though a question was raised regarding whether fencing is required when commercial properties abut a residential area. Ms. Servia indicated that fencing is not mandated by code, but agreed to verify and report back. The applicant's engineer, James Hurston, introduced the project team and noted that the staff presentation had accurately covered the technical aspects of the request. Board discussion focused heavily on site access, traffic safety, and compatibility with nearby homes. Concerns about vehicles backing up onto the adjacent highway were addressed by explaining that the entrance, previously constructed by the Florida Department of Transportation, allows vehicles to pull fully off the roadway before reaching a secure gate located at the site. The internal layout provides a one-way circulation pattern with a separate exit, preventing congestion. Additional features, such as a covered canopy between buildings, were described as minor, code-compliant elements intended for weather protection during loading and unloading. The most significant discussion centered on buffering and neighborhood impacts along the east side of the property, where several residences are located. Although a chain-link security fence was initially proposed, board members expressed concern about visibility, headlights, and overall privacy, particularly given that the facility is expected to operate with 24-hour access. The applicant agreed to enhance the design to be more neighborly, and the board ultimately required a six-foot solid, opaque PVC fence along the entire east boundary to block views and light. The existing Type B landscape buffer, located outside the fence line, will provide additional screening. Lighting was also addressed, with the applicant committing to full cutoff fixtures to ensure no off-site light spill, and this was included as a condition of approval. After confirming there would be no outdoor storage and that all operations would remain within enclosed units, the Commissioner Gross made a motion to close the public hearing seconded by Commissioner Schaefer the vote carried unanimously. After some discussion, the Board incorporated recommendations along with the added requirements for the opaque fence and lighting controls, ensuring the project remains compatible with surrounding residential properties while meeting safety and operational standards.

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

**Aye:** Deriso, Schaefer, Hickox, Langford, and Gross  
Enactment No: 2026-038

#### 16. Resolution / City of Arcadia Airport / Development Plan (SITE-0115-2023)

**Attachments:** [2026-03-17 City Arcadia Airport DP SR Final Clean Location Map](#)  
[FLUM](#)  
[Zoning Map](#)  
[Airport Master Plan](#)  
[2026-03-19 Resolution SITE-0115-2023 City of Arcadia Airport DP Final for BOCC](#)

Misty Servia presented a request for approval of a development plan (airport master plan) for the City of Arcadia Municipal Airport, which spans about 120 acres and functions as an essential service facility. Ms. Servia explained that the plan serves as both a current snapshot of airport infrastructure and a framework for future improvements, including hangars, taxiway rehabilitation, and fuel system upgrades, though only the existing conditions and certain approved elements were under consideration at this stage. City representatives clarified that the airport master plan is a long-standing, FAA- and FDOT-approved “living document” used to secure grant funding and guide phased development. They noted that several previously listed improvements, such as T-hangars, security gates, and obstruction removal, have already been completed, while other projects like the Jet A fuel farm and taxiway upgrades are actively underway. They also highlighted recent infrastructure improvements, including a new water main and fire hydrants that enhance fire protection capacity. A distinctive feature of the airport is its year-round camping program, including two small cabins and additional lodging options that attract pilots nationally and internationally. These amenities, along with existing facilities, contribute to steady activity and community engagement at the airport. Commissioner Gross made a motion to close the public meeting, seconded by Commissioner Langford. The Motion carried unanimously. After discussion and positive comments from commissioners regarding the airport’s management and growth, the Board unanimously approved the resolution with conditions, formally adopting the development plan.

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

**Aye:** Deriso, Schaefer, Hickox, Langford, and Gross  
Enactment No: 2026-039

#### **BOCC Public Meeting 04-28-2026 Supplemental Documents**

**Attachments:** BOCC Public Meeting 04-28-2026 Speaker Cards  
Form 8B Voting Conflict

#### **ADJOURNMENT**

Being no further business before the Board, Chairman Hickox adjourned the meeting at 8:16PM

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA

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MANDY HINES  
COUNTY ADMINISTRATOR

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STEVE HICKOX  
CHAIRMAN

**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

## Board of County Commissioners

### Meeting Minutes - Final

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Tuesday, May 12, 2026

1:00 PM

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#### Comp Plan Workshop 2

#### CALL TO ORDER

#### ROLL CALL

**Present:** Commissioner JC Deriso  
Commissioner Judy Schaefer  
Commissioner Steven Hickox  
Commissioner Elton Langford  
Commissioner Jerod Gross

#### PRESENTATION

##### Comprehensive Plan

The DeSoto 2050 Comprehensive Plan workshop focused on reviewing the county's future land use framework, existing growth patterns, and long-term planning strategies. Representatives from the Central Florida Regional Planning Council presented data on parcel sizes, land ownership, environmental overlays, historic resources, and current future land use categories, explaining how the county's comprehensive plan directs growth toward areas with existing or planned infrastructure while preserving agricultural and conservation lands. Discussion also covered the origin of the county's "new community" overlay areas, including the 2x4 Ranch and other large-scale development concepts that were identified during earlier comprehensive plan updates but never fully developed. Board members and staff discussed the challenge of balancing private property rights, state planning requirements, infrastructure needs, and the desire to preserve DeSoto County's rural character. Commissioners noted that many development entitlements and future land use designations were established nearly two decades ago and emphasized that while growth cannot realistically be stopped, the county can work to guide it responsibly and compatibly. Public comment centered heavily on opposition to increased density and concerns about the county becoming urbanized like neighboring coastal communities. Residents raised issues including traffic, noise, crime, strain on water and public services, loss of farmland and wildlife habitat, and preservation of historic and rural identity. Several speakers advocated for stronger protections for agriculture, historic resources, and authentic community character, while others encouraged broader public participation in future workshops by holding evening meetings. The CFPRC representative acknowledged those concerns and stated that future comprehensive plan updates could include clearer locational criteria for development, revisions to agricultural policies, and additional protections for rural and historic areas. The workshop concluded with discussion about the realities of state growth laws, property rights protections, and potential legal limitations on reducing development entitlements, while staff indicated that future workshops will begin examining specific policy

and text amendment proposals as part of the DeSoto 2050 planning process.

**BOARD MEMBER COMMENTS**

**ADJOURNMENT**

Being no further business before the Board, Chairman Deriso adjourned the meeting at 3:02PM

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA

\_\_\_\_\_  
MANDY HINES  
COUNTY ADMINISTRATOR

\_\_\_\_\_  
J.C. DERISO  
ACTING CHAIRMAN

**BOARD DOCUMENTS 05-12-2026 BOCC COMP PLAN WORKSHOP**

**Attachments:** BOCC Comp Plan Workshop 05-12-2026 Speaker Cards

**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

## Board of County Commissioners

### Meeting Minutes

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Tuesday, May 12, 2026

9:00 AM

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#### CALL TO ORDER

#### ROLL CALL

**Present:** Commissioner JC Deriso  
Commissioner Judy Schaefer  
Commissioner Steven Hickox  
Commissioner Elton Langford  
Commissioner Jerod Gross

#### TURN OFF OR SILENCE ALL CELL PHONES

#### PRAYER/PLEDGE OF ALLEGIANCE

Ed Horne of Pine Level 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, Hickox, Langford, and Gross

#### PUBLIC FORUM FOR NON-AGENDA ITEMS

Ms. Ashley Brown, the district's Community Outreach Coordinator, shared several important announcements about upcoming end-of-year events.

#### CONSENT AGENDA-MOTION TO APPROVE

#### Approval of the Consent Agenda

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

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

#### 1. Revised Classification and Pay Plan.

**Attachments:** [Parks Maintenance Technician II Classification & Pay Plan 5-12-26](#)

#### 2. Minutes/BOCC Public Meeting 03-24-2026 and 04-14-2026

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**Attachments:** [BOCC Meeting Minutes 04-14-2026 Comp Plan Workshop](#)  
[BOCC Meeting Minutes 04-14-2026](#)  
[BOCC Meeting Minutes 03-34-2026](#)

**3. Local Housing Assistance Plan**

**Attachments:** [DeSoto 2026-2029 LHAP with Exhibits.pdf](#)  
[Resolution for LHAP 2026.pdf](#)  
[2026-exhibit-d.pdf](#)  
Enactment No: 2026-043

**4. Declaration of Surplus Property**

**Attachments:** [Surplus Declared 5-12-2026](#)

**PRESENTATION**

**5. Presentation/Valor Awards**

The Board of Commissioners honored and gave recognition to Sergeant Niurvis Nunez and Deputy Jose Trujillo, two deputies with the DeSoto County Sheriff's Office, for their heroism and valor during the events of January 25, 2025. Sheriff Jim Potter, shared a video from the investigation, including body-camera footage that documented the sequence of events leading to an officer-involved shooting involving the two deputies.

**REGULAR BUSINESS**

**6. Proclamation/Economic Development Week**

**Attachments:** [2026 Proclamation-Economic Development Week](#)

Sondra Guffey, Economic Development Director read the Proclamation into record proclaiming May 4-8, 2026 Economic Development 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, Hickox, Langford, and Gross

**7. Proclamation/National Tourism Week**

**Attachments:** [2026 National Tourism Week Proclamation](#)

Sondra Guffey, Economic Development Director read the Proclamation into record proclaiming May 3-9, 2026 National Tourism Week. A motion was made by Commissioner Schaefer, seconded by Commissioner Deriso, to approve this Proclamation. The motion carried by the following vote:  
**Aye:** Deriso, Schaefer, Hickox, Langford, and Gross

**8. Proclamation/May 20, 2026, Emancipation Day**

**Attachments:** [Proclamation- Emancipation Day May 20th 2026](#)

Mandy Hines read the Proclamation into record to proclaim May 20, 2026, as Emancipation Day. A motion was made by Commissioner Langford, seconded by Commissioner Deriso,

to approve this Proclamation. The motion carried by the following vote:

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

**9. Agreement/Spring Lake, Flood Risk Reduction**

**Attachments:** [authorizing-agent-approval-form  
4734-113-R For Subrecipient Signature\(04-21-26\)](#)

Dennis Johnston presented a request to approve the Agreement between the Florida Division of Emergency Management (FDEM) and DeSoto County to conduct Phase I (Engineering and Design) of the Spring Lake drainage ditch. A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approved the agreement between the Florida Division of Emergency Management and DeSoto County to conduct Phase I (Engineering and Design) of the Spring Lake drainage ditch. The motion carried by the following vote:

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

**10. Contract / Construction - NW Second Bunker Avenue Bridge Replacement Project (Bridge No. 044047)**

**Attachments:** [26-10-00ITB BID TABULATION  
26-10-00ITB Contract](#)

Dennis Johnson presented a request to approve the construction contract with Zep Construction, Inc. for the NW Second Bunker Avenue Bridge Replacement Project (Bridge No. 044047) in the amount of \$1,033,297.70. A motion was made by Commissioner Langford, seconded by Commissioner Gross, to approve the construction contract with Zep Construction, Inc. for the NW Second Bunker Avenue Bridge Replacement Project . The motion carried by the following vote:

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

**11. Amendment / KCI Technologies, Inc. - Task 11 Construction Phase Services Amendment Second Bunker Bridge #044047**

**Attachments:** [KCI Contract  
23-15-00RFQ Agreement Amendment #1](#)

Dennis Johnson presented a request To approve the amendment to the agreement with KCI Technologies, Inc. for Task 11 Construction Phase Services for Second Bunker Bridge #044047. A motion was made by Commissioner Langford, seconded by Commissioner Gross, to approve the amendment to the agreement with KCI Technologies, Inc. for Task 11 Construction Phase Services for Second Bunker Bridge #044047. The motion carried by the following vote:

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

**12. Accounts and Warrants Drawn Per Schedule of Bills Payable.**

**Attachments:** [AP Check Report - Warrants 03-24-26 to 04-27-26](#)

Peter Danao, Finance Director presented a request to approve accounts and warrants drawn according to Schedule(s) of Bills Payable March 24, 2026-April 27, 2026.

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

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

**Recused:** Hickox

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

**Attachments:** [Resolution Summary and Narrative](#)  
[2026-89 Article V- COC](#)  
[2026-90 Utilities Capital Wastewater](#)  
[2026-91 Utilities Capital Water & Wastewater](#)  
[2026-94 Public Safety](#)

Brian Wagner presented a requested to adopt a Resolution relating to the budget amendments affecting the 2025/2026 adopted budget as provided in Budget Amendment 2026-89, 2026-90, 2026-91 and 2026-94.

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

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

Enactment No: 2026-041

### 14. First Amendment/Renewal for County Attorney Services

**Attachments:** [First Amendment - NGN Agreement for County Attorney Services](#)

Valerie Vincente, County Attorney presented a request to approve the First Amendment to the Agreement for County Attorney Services between DeSoto County and Nabors, Giblin & Nickerson, P.A.

A motion was made by Commissioner Deriso, seconded by Commissioner Langford, to approve the First Amendment to the Agreement for County Attorney Services between DeSoto County and Nabors, Giblin & Nickerson, P.A.. The motion carried by the following vote:

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

### 15. 2026 Bulk Water Rate Calculation Study

**Attachments:** [desoto\\_bulk\\_water\\_rate\\_memo\\_20260324 - 3.31.26](#)  
[Resolution - Accepting FY 2026 Bulk Water Rate Calculation Study](#)

Greg Harris, Utilities Director presented a request to adopt the resolution accepting the Fiscal year 2026 Bulk Water Rate Calculation Study prepared by Stantec Consulting Services INC.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, that this Resolution be adopted. The motion carried by the following vote:

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

Enactment No: 2026-042

### 16. ORDINANCE/ Amending Tourist Development Tax Plan

**Attachments:**     [Ordinance Amending TDT Plan in ARTICLE XIX of Chapter 10 Proof of Publication Amended Ex. A to Ordinance #2010-15 and for Codification](#)

Sondra Guffey, Economic Development Director presented a request to adopt an Ordinance Amending Article XIX of the DeSoto County Code of ordinances update the Tourist Development Tax Plan.

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

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

Enactment No: 2026-007

## **ADMINISTRATOR'S REPORT**

## **COUNTY ATTORNEY'S REPORT**

## **BOARD MEMBER COMMENTS**

Commissioners expressed their appreciation to County staff, Law Enforcement, and Public Safety. Commissioner Schaefer also noted that May is Military Awareness Month and reminded everyone that a Hurricane Expo will be held at the Turner Center on June 6, 2026. Commissioner Hickox shared that he had met with the DCIP data center group the previous week and noted that representatives had also been working closely with the county's planning and zoning office. He explained that the applicant was strongly pushing to move the project onto the July agenda and asked the board for direction, acknowledging that other constituents had been patiently waiting in the planning and zoning process as well. Commissioner Hickox stated that he felt the project timeline was being rushed and emphasized that he did not want the county to make any mistakes in handling a matter of this scale. The board then held an extensive discussion regarding the proposed DCIP data center project and the possibility of accelerating its review timeline for a July hearing. Commissioners acknowledged the significant economic potential of the project, including increased tax revenue and economic development opportunities, while also emphasizing the need to protect DeSoto County residents and infrastructure through a thorough and responsible review process. Board members discussed balancing the urgency of the project with fairness to other applicants already in the development review queue. While several commissioners supported moving the application forward as quickly as possible to avoid losing the opportunity, others cautioned against rushing such a large and unprecedented project without fully understanding its long-term impacts. Key concerns included water usage, independent power generation, noise mitigation, industrial wastewater management, emissions, traffic impacts, and other unknowns associated with rapidly evolving data center technology. Valerie Vincente, County Attorney explained that the application had only recently been submitted and that the proposed timeline was extremely aggressive for a project of nearly 800 acres and approximately 8.3 million square feet. Mandy Hines advised that the county lacked specific regulations and internal expertise related to data center developments and recommended hiring outside consultants and technical experts to assist with the review. Areas identified for expert analysis included acoustics, water demand, power infrastructure, industrial waste, traffic, and industry best practices. Commissioners generally agreed that relying on qualified experts and firsthand research was preferable to public speculation and misinformation circulating online. Members also discussed visiting operational data centers in other states to better understand potential impacts and mitigation strategies. While concerns remained about rushing the process and overlooking important details, the board ultimately expressed support for staff making every

reasonable effort to move the project forward responsibly. The board reached a general consensus authorizing staff to retain outside consultants as needed and proceed with an expedited but comprehensive review process. Commissioners emphasized that the applicant would still need to provide complete and timely information and that the board retained the authority to approve or deny the project after all impacts and conditions had been fully evaluated.

**ADJOURNMENT**

Being no further business before the Board, Chairman Hickox adjourned the meeting at 10:30AM

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA

\_\_\_\_\_  
MANDY HINES  
COUNTY ADMINISTRATOR

\_\_\_\_\_  
STEVE HICKOX  
CHAIRMAN

**BOARD DOCUMENTS 05-12-2026 BOCC PUBLIC MEETING**

**Attachments:** BOCC Public Meeting 05-12-2026 Speraker cards  
Form 8B voting Conflict 05-12-2026

**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

6/23/2026

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Item #: 3.

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business    3:00 pm  
 Public Hearing Agreement

**DEPARTMENT:**    Emergency Management  
**SUBMITTED BY:**    Megan Deuchar  
**PRESENTED BY:**    Dennis O'Hara

**TITLE & DESCRIPTION:**

**Special Needs Shelter / Agreement / South Florida State College**

**REQUESTED MOTION:**

**Approve the Special Needs Shelter Agreement with South Florida State College as presented.**

**SUMMARY:**

**Staff is requesting approval of the Agreement with South Florida State College for use of the DeSoto Campus as a Special Needs Shelter.**

**BACKGROUND:**

**This Agreement between DeSoto County and South Florida State College allows for the use of the South Florida State College DeSoto Campus as the designated Special Needs Shelter for DeSoto County. The College has served as the County's Special Needs Shelter since 2006, and the Agreement is renewed every two years to ensure ongoing availability of specific campus facilities for shelter operations in advance of, or following, disaster events. The updated Agreement for the 2026-2028 term reflects the continued partnership between the County and the College and maintains the established provisions for facility use, storage of shelter supplies, and coordinated activation procedures.**

**FUNDS:**

Budget Amount: N/A  
Actual Agenda Item: N/A  
Cost: N/A  
Account Number: N/A  
Explanation: N/A



Vice President for Administrative Services  
863-784-7218

May 28, 2026

DeSoto County Emergency Management  
Attention: Dennis O'Hara  
201 E. Oak Street  
Arcadia, FL 34266

Attached you will find two (2) Special Needs Shelter Agreement copies between SFSC and DeSoto County Emergency Management. The current agreement ends May 31, 2026. This is a two year agreement and I have updated the dates. Please review and once your agency has signed, please send one (1) original back to my attention, in the enclosed envelope. Please hold one original for your records.

Should you have any questions, I can be reached at 863-784-7218 or [kellya@southflorida.edu](mailto:kellya@southflorida.edu).

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Amie Kelly".

Amie Kelly  
Executive Assistant for the Vice President of Administrative Services

**STATEMENT OF AGREEMENT  
CONCERNING THE USE OF THE  
SOUTH FLORIDA STATE COLLEGE DESOTO CAMPUS  
AS A SPECIAL NEEDS SHELTER BY  
THE DESOTO COUNTY BOARD OF COMMISSIONERS  
DIVISION EMERGENCY MANAGEMENT**

**THIS AGREEMENT**, entered into the 27<sup>th</sup> day of May, 2026 between **SOUTH FLORIDA STATE COLLEGE** hereinafter referred to as “the College” and **DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the “Board” is for the purpose of making **SOUTH FLORIDA STATE COLLEGE DESOTO CAMPUS** available to DeSoto County Emergency Management for use as the DeSoto County Special Needs Shelter.

**NOW, THEREFORE**, it is mutually agreed between the parties as follows:

1. The College shall permit, to the extent of its ability and upon request, the use of BUILDING A ROOMS 100, 102, 103, 104, 110, 118, 119, 206, 217 and 218 on the DeSoto Campus as a Special Needs Shelter in advance of a potential disaster or immediately after a disaster event.
2. The College shall permit the Board to install a Conex box at a mutually agreed upon location on campus for the purpose of storing items for use when the DeSoto Campus is being used as a Special Needs Shelter. Installation, maintenance, security and insurance for the box shall be sole responsibility of the Board.
3. The Board, through its Emergency Management Director or his/her designee shall make request for use of the College, and the College through its President or his/her designee, shall grant authorization.
4. The Board shall assign trained volunteers to perform shelter functions when the facility has been activated as a Special Needs Shelter. The Board shall exercise reasonable care and conduct of its activities in such shelter, and further agrees to replace or reimburse the College for supplies, equipment and property consumed at the facility while used by the Board in connection with Special Needs Shelter operations.
5. Each party is a political subdivision of the State of Florida and each agree within the monetary limits prescribed by Section 768.28, Florida Statutes, to indemnify and hold harmless each other from any and all liability arising from the negligence of the indemnitor. This clause shall not be construed to alter the liability of either party under said Section 768.28, Florida Statutes.
6. Each party agrees to provide to the other the name, job title, telephone number and business address of the foregoing designated officers/employees within one business

day of any change thereof, and asserts that as of this agreement those persons are as provided below:

- a. Board: Dennis O'Hara, Emergency Management Director  
2200 Northeast Roan Street, Arcadia, FL 34266  
(863) 993-4831
- b. The College: Asena Mott, Director, DeSoto Campus  
2251 N.E. Turner Ave., Arcadia, FL 34266  
(863) 993-1757 (work)  
(863) 990-0330 (cell)

If unable to reach Asena Mott, contact:  
Peter S. Elliott  
(863) 784-7218 (work)  
(863) 307-7367 (cell)

7. Either party may terminate this agreement, without cause, upon ninety (90) days written notice to the other party.


8. This agreement shall begin June 1, 2026 and shall end May 31, 2028.

**IN WITNESS THEREOF**, SOUTH FLORIDA STATE COLLEGE has caused this agreement to be executed by its President and the DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by the Chairman, Board of County Commissioners.

**IN WITNESS THEREOF**, the parties hereto have executed this agreement as of the date first above written.

**SOUTH FLORIDA  
STATE COLLEGE**

**DESOTO COUNTY BOARD OF  
COUNTY COMMISSION, FLORIDA**

By:   
Fred Hawkins, President  
South Florida State College

By: \_\_\_\_\_

Dated: 05/27/2026

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

By: 

By: \_\_\_\_\_

Dated: 05/27/2026

Dated: \_\_\_\_\_

Approved as to form and legal sufficiency

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**STATEMENT OF AGREEMENT  
CONCERNING THE USE OF THE  
SOUTH FLORIDA STATE COLLEGE DESOTO CAMPUS  
AS A SPECIAL NEEDS SHELTER BY  
THE DESOTO COUNTY BOARD OF COMMISSIONERS  
DIVISION EMERGENCY MANAGEMENT**

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**NOW, THEREFORE**, it is mutually agreed between the parties as follows:

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3. The Board, through its Emergency Management Director or his/her designee shall make request for use of the College, and the College through its President or his/her designee, shall grant authorization.
4. The Board shall assign trained volunteers to perform shelter functions when the facility has been activated as a Special Needs Shelter. The Board shall exercise reasonable care and conduct of its activities in such shelter, and further agrees to replace or reimburse the College for supplies, equipment and property consumed at the facility while used by the Board in connection with Special Needs Shelter operations.
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- a. Board: Dennis O'Hara, Emergency Management Director  
2200 Northeast Roan Street, Arcadia, FL 34266  
(863) 993-4831
- b. The College: Asena Mott, Director, DeSoto Campus  
2251 N.E. Turner Ave., Arcadia, FL 34266  
(863) 993-1757 (work)  
(863) 990-0330 (cell)

If unable to reach Asena Mott, contact:  
Peter S. Elliott  
(863) 784-7218 (work)  
(863) 307-7367 (cell)

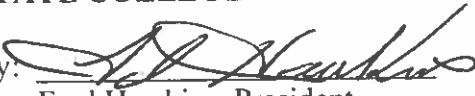
- 7. Either party may terminate this agreement, without cause, upon ninety (90) days written notice to the other party.
- 8. This agreement shall begin June 1, 2026 and shall end May 31, 2028.

**IN WITNESS THEREOF**, SOUTH FLORIDA STATE COLLEGE has caused this agreement to be executed by its President and the DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by the Chairman, Board of County Commissioners.

**IN WITNESS THEREOF**, the parties hereto have executed this agreement as of the date first above written.

**SOUTH FLORIDA  
STATE COLLEGE**

**DESOTO COUNTY BOARD OF  
COUNTY COMMISSION, FLORIDA**

By:   
Fred Hawkins, President  
South Florida State College

By: \_\_\_\_\_

Dated: 05/27/2026

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

By:   
Annie Kelly

By: \_\_\_\_\_

Dated: 05/27/2026

Dated: \_\_\_\_\_

Approved as to form and legal sufficiency

By: \_\_\_\_\_

Dated: \_\_\_\_\_



# DeSoto County

6/23/2026

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Item #: 4.

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business    3:00 pm  
 Public Hearing Agreement

**DEPARTMENT:** Administration  
**SUBMITTED BY:** Sylvia Altman  
**PRESENTED BY:** Mandy Hines

**TITLE & DESCRIPTION:**

**Grant Agreement 26-04-07/Florida Department of Management Services - Rural County Grant Program**

**REQUESTED MOTION:**

**Motion to authorize the Chairman of the Board of County Commissioners to execute the grant agreement as presented.**

**SUMMARY:**

**This is a state-funded grant agreement between the Florida Department of Management Services and DeSoto County for \$266,043.35 to fund a Call Handling System refresh of the county's Motorola VESTA 911 system. The agreement runs from April 17, 2026, through April 16, 2028, and is funded through the Emergency Communications Trust Fund on a cost-reimbursement basis. DeSoto County will use the funds supplemented by \$74,401.90 in county carry-forward funds to procure updated hardware, software, subscriptions, and installation services through vendor AK Associates. The county must submit quarterly status reports throughout the grant term**

**BACKGROUND:**

**DeSoto County's 911 Call Handling System, a Motorola VESTA system installed in August 2021, is approaching the end of its recommended five-year hardware lifecycle and is in need of a scheduled refresh. Aging servers, networking equipment, and associated components become increasingly susceptible to failure over time, posing a direct risk to the county's ability to handle emergency calls reliably and without interruption. A hardware refresh is necessary to maintain cybersecurity compliance, ensure continued vendor support, and meet End-of-Life requirements as the existing equipment ages out of manufacturer coverage. As a rural county with limited financial resources, DeSoto County is requesting \$266,043.35 through the Florida Emergency Communications Board's Rural County Grant Program to cover the majority of the project costs, with the county contributing \$74,401.90 from reserves towards the total.**

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**ITEM #: 4.**

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**FUNDS:**

Total Cost: **\$340,445.25**

Amount Covered by Grant: **\$266,043.35**

Amount Covered by E911 Reserves: **\$74,401.90**

Explanation: **Grant with Match**



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**  
Tom Berger, Interim Secretary

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**STATE-FUNDED AGREEMENT**

**FOR**

**RURAL COUNTY GRANT PROGRAM**

**26-04-07**

**BETWEEN**

**THE STATE OF FLORIDA**

**DEPARTMENT OF MANAGEMENT SERVICES**

**AND**

**DESOTO COUNTY**

**This Grant Agreement** is entered into by and between the Florida Department of Management Services (the “Department” or “DMS”) and DeSoto County (“Grantee”), collectively referred to as the “Parties.” The terms of this Agreement encompass and supplement the terms and conditions contained in W Form 3A, 911 Grant Programs (the “Application”), incorporated by reference in Rule 60FF1-5.003, Florida Administrative Code (F.A.C.), and the Grantee’s award letter.

## **1. AUTHORITY**

The Department has been appropriated funds from the Emergency Communications Trust Fund to provide grants to counties for the purpose of upgrading 911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

## **2. GENERAL TERMS AND CONDITIONS**

2.1. The Application, the Grantee’s award letter, and this Grant Agreement, including its attachments and exhibits (collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the Parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

2.1.1. Grant Agreement;

2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (including Exhibit 1);

2.1.3. Attachment 2, the Grantee’s award letter; and

2.1.4. Attachment 3, the Grantee’s submitted Application.

2.2. The Grantee shall perform the tasks specified herein in accordance with sections 365.172 and 365.173, F.S., and the terms and conditions of this Agreement.

2.3. The term of this Agreement begins on April 17, 2026, and ends April 16, 2028, two (2) years thereafter. No renewals of this Agreement are permitted.

2.4. The Parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table, below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grant awards.

## **3. FUNDING**

3.1. Funding for this Agreement consists of the awarded state resources set forth in Exhibit 1, Audit Requirements.

3.2. The method of payment for this Agreement is cost-reimbursement, or rural payment pursuant to section 215.971(1)(h), F.S., and all payment is subject to the availability of funds. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement.

3.3. Advance payments may be permitted under this Agreement pursuant to section 215.422(15), F.S., or section 216.181(16), F.S., and the Department of Financial Services’ (DFS) Reference Guide for State Expenditures, available at: [myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_7](https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_7). Advance payment is subject to approval from DFS. Grantee shall provide DMS with all necessary

information in furtherance of facilitating an advanced payment which conforms with the Agreement terms and all applicable legal requirements.

- 3.4. The State's obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.
- 3.5. The Department will reimburse or provide rural payment to the Grantee only for allowable costs incurred during the Agreement period by the Grantee for the successful completion of each deliverable. Funds provided shall not exceed the amount specified in Section 6., Scope of Work, and Exhibit 1, Audit Requirements, of this Agreement.
- 3.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.
  - 3.6.1 The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
  - 3.6.2 The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
  - 3.6.3 The Grantee shall refund to the Department any funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.
- 3.7. For the purposes of this Agreement, the Department shall consider payments made by the Grantee to be improper under the following circumstances:
  - 3.7.1 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.
  - 3.7.2 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.
- 3.8. The following expenses are not eligible for reimbursement under this Agreement:
  - 3.8.1 Salaries and associated expenses for 911 coordinators, call takers, or other 911 personnel.
  - 3.8.2 Vehicle expenses.
  - 3.8.3 Wireline database costs.
  - 3.8.4 Outside plant fiber or copper cabling systems and building entrance cost.
  - 3.8.5 Consoles, workstation.
  - 3.8.6 Aerial photography expenses.
  - 3.8.7 Wireline 911 analog trunks; administrative lines and circuits; GIS database synchronization; and recurring network and circuit cost beyond the first year.

#### **4. REQUEST FOR REIMBURSEMENT**

- 4.1. The Grantee shall submit all requests for reimbursement, progress payments, and rural payments as described in this Agreement and Section 8., Financial and Administrative Requirements, of the Application. Such requests shall be submitted using the Financial Reimbursement of Expenditures Form in accordance with Rule 60FF1-5.0035(4), F.A.C., by email to the Department at [ECBSubmissions@dms.fl.gov](mailto:ECBSubmissions@dms.fl.gov), not to exceed once per month. No reimbursement shall duplicate any

previous reimbursement.

- 4.2. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the awarded funding amount.
- 4.3. The Department shall not process requests for reimbursement for payments made by Grantee that are deemed as improper payments as set forth in Section 3., Funding, of this Agreement.
- 4.4. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The Grantee shall submit the final request for reimbursement or payment and supporting documentation for incurred obligations to the Department no later than 120 days after expiration of this Agreement.
- 4.5. The Department is not liable for approval of reimbursement by the Department of Financial Services (DFS), and Grantee is responsible for ensuring purchases and invoices are in conformance with DFS requirements. Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures.
- 4.6. The Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <https://myfloridacfo.com/division/aa/audits-reports/judgment-interest-rates>.
- 4.7. The allowable grant funding for travel expenses is limited to the authorized amounts established in section 112.061, F.S., and the Department of Financial Services Guidelines for State Expenditures.

## **5. RURAL COMMUNITY OR RURAL AREA OF OPPORTUNITY**

- 5.1. Pursuant to section 215.971(1)(h), F.S., if the Grantee is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., ("Rural Grantee"), a Rural Grantee may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement ("rural payment"). Prior to, or in conjunction with, such a rural payment request, a Rural Grantee shall submit documentation to the Department sufficiently demonstrating the financial hardship of the Rural Grantee.
- 5.2. A Rural Grantee shall submit its request to elect to receive rural payment, including any financial hardship documentation, by email to the Department at [ECBSubmissions@dms.fl.gov](mailto:ECBSubmissions@dms.fl.gov). Following demonstration of financial hardship and the initial request to elect to receive rural payment, the Rural Grantee shall submit subsequent requests for payment and all necessary documentation using the Financial Reimbursement of Expenditures Form in accordance with Rule 60FF1-5.0035(4), F.A.C., for incurred and appropriate costs. Requests for rural payment shall be submitted by email to the Department at [ECBSubmissions@dms.fl.gov](mailto:ECBSubmissions@dms.fl.gov), not to exceed once per month.
- 5.3. The Rural Grantee is responsible for ensuring all documentation related to Rural Grantee's grant award is readily available to the Department upon request and is in conformance with the DFS requirements. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications.
- 5.4. The Department shall not process requests for rural payments made by Rural Grantee that are deemed as improper payments as set forth in Section 3., Funding, of this Agreement.
- 5.5. Funds provided to a Rural Grantee via rural payment shall only be used for allowable costs incurred by a Rural Grantee pursuant to section 216.301, F.S., in the successful completion of each deliverable

outlined in this Agreement.

5.6. Submission of final documents and submission for closeout of the funding does not affect the Department’s right to disallow costs and recover funds based on an audit or financial review. The final request for rural payment and supporting documentation for incurred obligations pursuant to section 216.301, F.S., shall be submitted to the Department no later than 120 days after expiration of this Agreement.

**6. SCOPE OF WORK**

6.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to complete Call Handling System (CHS) Refresh		
Performance Standard	Documentation	Financial Consequences
<i>Complete all work to complete CHS Refresh in accordance with the Grantee’s contract with its vendor.</i>	1) The Grantee shall submit reimbursement or payment claims in accordance with Section 4. and Section 5. of the Agreement. 2) The Grantee shall submit copies of: <ol style="list-style-type: none"> <li>a. Any contracts or purchase orders with vendors;</li> <li>b. Vendor invoices;</li> <li>c. Proof of payment to vendors; and</li> <li>d. Proof of receipt of deliverables.</li> </ol>	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: <ol style="list-style-type: none"> <li>1. Temporarily withhold cash payments pending correction of the deficiency by Grantee;</li> <li>2. Disallow all or part of the cost of the activity or action not in compliance;</li> <li>3. Wholly or partly suspend or terminate the current award for the Grantee;</li> <li>4. Suspend or deny future grant awards; or</li> <li>5. Take other remedies that may be legally available.</li> </ol> DMS will provide no reimbursement or payment for any improvement that does not meet the standards established in this Agreement.
<b>TOTAL REIMBURSABLE OR PAYMENT AMOUNT NOT TO EXCEED \$ 266,043.35</b>		

**7. CONTACTS AND NOTICE**

7.1. In accordance with section 215.971(2), F.S., the Department’s Grant Manager is responsible for enforcing the performance of this Agreement’s terms and conditions and will serve as the Department’s liaison with the Grantee. As part of their duties, the Department’s Grant Manager will:

7.1.1. Monitor and document the Grantee’s performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;

- 7.1.2. Review all documentation for which the Grantee requests payment; and
- 7.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report which identifies any funds paid in excess of the expenditures incurred by the Grantee.
- 7.1.4. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

The Department's Grant Manager responsible for the administration of this Agreement is:

**Ashley Scott, Grant Manager**  
**4030 Esplanade Way**  
**Tallahassee, FL 32399**  
**448-206-6063**  
**[Ashley.Scott@dms.fl.gov](mailto:Ashley.Scott@dms.fl.gov)**

- 7.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of their duties, the Grantee's Grant Manager shall provide the Department with all required reports under this Agreement, to the Emergency Communications Board in accordance with Section 9., Grant Reporting Procedures, of the Application.
- 7.3. The name and address of the Grantee's Grant Manager responsible for the administration of this Agreement is:

The Grantee's Grant Manager responsible for the administration of this Agreement is:

**The DeSoto County 911 Coordinator**

- 7.4. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.
- 7.5. All notices from both Parties, other than the notice of award and notices related to the business of the Emergency Communications Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

## 8. MODIFICATION

- 8.1. Either party may request a modification of provisions of this Agreement via a formal amendment, which shall be valid only when in writing, signed by each of the parties, and attached to the original version of this Agreement.
- 8.2. Any reduction of grant expenditures approved by the Emergency Communications Board does not require a grant amendment to this Agreement.
- 8.3. Change requests must be submitted to the Department prior to the deviation from the grant award. No changes or deviations from the original award are authorized unless approved in writing by the Board. Such requests shall be submitted using the Change Request Form in accordance with Rule 60FF1-

5.0035(3), F.A.C.

- 8.3.1. Prior to a Grantee signing a contract with a different vendor from the original vendor stated in the grant application, the county, group of counties, or region must request a grant change on the Change Request Form in Rule 60FF1-5.0035(3), F.A.C, and include an itemized quote and a copy of the new contract.
- 8.3.2. Time extension requests will not be granted unless the Grantee has executed a contract for the grant equipment and services or demonstrates good cause for failure to execute a contract within one year of the award. Good cause documentation shall include a new project timeline schedule. Time extensions shall be limited to a maximum of one additional year if approved by the Board.
- 8.3.3. Conversion from a two-year grant up to a five-year grant will add up to three additional years from the grant's original expiration date.
- 8.3.4. Change requests must be submitted 10 business days prior to a Board meeting to be reviewed. Late submissions will be reviewed at the next Board meeting. The Change Request Form and associated information should be e-mailed to [ECBSubmissions@dms.fl.gov](mailto:ECBSubmissions@dms.fl.gov).

## 9. AUDIT REQUIREMENTS

- 9.1. In the event the Grantee expends \$750,000.00 or more in-state financial assistance during its fiscal year, the Grantee must have a State single or project specific audit conducted in accordance with section 215.97(2)(a), F.S.; applicable DFS rules; and Chapter 10.550, Rules of the Auditor General.
- 9.2. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of a financial reporting package as defined by section 215.97, F.S., and Chapter 10.550, Rules of the Auditor General.

The Grantee shall send copies of reporting packages required under this paragraph directly to each of the following:

The Department of Management Services  
Office of the Inspector General  
4050 Esplanade Way  
Tallahassee, Florida 32399-0950

The Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- 9.3. If Grantee expends less than \$750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., is not required. In the event that Grantee expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

- 9.4. This section does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any State awarding agency inspector general, the Auditor General, or any other state official.
- 9.5. 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 Grantee shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Grantee of such non-compliance.
- 9.6. Upon completion of the audit, a copy of the audit report and financial reporting package must be received by the Department and the Auditor General no later than nine (9) months from the end of the Grantee's fiscal year.
- 9.7. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 9.8. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 9.9. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

## **10. REPORTS**

- 10.1. The Grantee shall submit Quarterly Status Reports to the Department in accordance with Rule 60FF1-5.0035(2), F.A.C.
  - 10.1.1. Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
  - 10.1.2. The Quarterly Status Report shall inform the Board of significant impacts on grant-supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs, or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions that will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
  - 10.1.3. Upon receipt of final reimbursement from DFS, a final Quarterly Status Report, shall be submitted based on the same reporting requirements described in this section.
    - 10.1.3.1. Final reporting shall be submitted within 90 days of project completion. The "Final Report" box on the Quarterly Status Report, shall be marked and include your project completion date. Grants that were for equipment installation should include date of final acceptance and start of warranty period. Service grants should include the date service was started.
    - 10.1.3.2. Final document submission and closeout of a grant does not affect the Board's right to disallow costs and recover funds based on an audit or financial review. The Grantee shall remain obligated to return any funds expended that do not comply

with the terms and conditions of the grant award.

- 10.2. The Grantee must provide DMS a copy of the Annual Comprehensive Financial Report (ACFR), consistent with section 218.32, F.S., no later than June 30 of each year.
- 10.3. All reports, associated information, and final reporting documents should be e-mailed to: [ECBSubmissions@dms.fl.gov](mailto:ECBSubmissions@dms.fl.gov)

## 11. RECORDS

- 11.1. Pursuant to section 20.055(5), F.S., the Grantee and its contractors and subcontractors (if any) understand and shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.
- 11.2. As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C, the Department, the Department of Financial Services, and 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 Grantee 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 Grantee's personnel for the purpose of interview and discussion related to such documents.
- 11.3. The Grantee shall maintain any books, records, or documents, including those pertaining to all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement. The maintenance of these records shall be made in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement, in a form sufficient to determine compliance with the requirements and objectives of this Agreement, and all other applicable laws and regulations.
- 11.4. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State, available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 11.5. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88r2, "Guidelines for Media Sanitization" (2025), available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r2.pdf>.
- 11.6. In accordance with section 216.1366, F.S., Department is authorized to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds; and the programmatic records, papers, and documents of the Grantee that the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

## 12. PUBLIC RECORDS

- 12.1. The Grantee is required to comply with the State of Florida's Public Records Law, which provides a right of access to the records of the state and local governments. The Grantee shall:

- 12.1.1. Keep and maintain public records required to perform the services contemplated in this Agreement;
- 12.1.2. Upon request from the Department's custodian of public records, provide the Department with 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 provided in Chapter 119, F.S., or as otherwise provided by law;
- 12.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Grantee does not transfer the records to the public agency;
- 12.1.4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Grantee or keep and maintain public records required by the Department to perform the service. If the Grantee transfers all public records to the public agency upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department; and

12.1.5. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN SECTION 3., CONTACT, OF THE AGREEMENT.**

12.2. The Department reserves the right to unilaterally cancel this Agreement if the Grantee refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., which the Grantee created or received under this Agreement.

### **13. LIABILITY**

13.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

13.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

### **14. EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), the Department shall have the right to terminate

further payment of funds under this Agreement, and the Department may exercise any of its remedies set forth in Section 15., Remedies, of this Agreement. However, the Department 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. The Events of Default are:

- 14.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 14.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;
- 14.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 14.4. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

## 15. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 15.1. Terminate this Agreement in accordance with Section 16., Termination, below;
- 15.2. Withhold or suspend the payment of all or any part of a request for payment;
- 15.3. Exercise any corrective or remedial actions, including but not limited to:
  - 15.3.1. Request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
  - 15.3.2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - 15.3.3. Advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

## 16. TERMINATION

- 16.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 16.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations,

failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.

- 16.3. Termination for Convenience. The Department 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 Grantee with thirty (30) calendar days' prior written notice.
- 16.4. Mutual Termination. The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 16.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
  - 16.5.1. Not incur new obligations for the terminated portion of the Agreement; and
  - 16.5.2. Cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

## **17. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS**

- 17.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee will be fully responsible for the satisfactory completion of all work performed under any third-party contract(s).
- 17.2. If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee's contractor(s) or subcontractor(s) shall indemnify and hold the Department harmless against all claims to the extent allowed by the law; and, at its expense, will defend the Department against such claims; and
- 17.3. All Grantee contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language to provide for termination with reasonable costs to be paid for eligible contract work completed prior to the date the notice of suspension or termination was received by the Grantee. Any cost incurred after a notice of suspension or termination is received by the Grantee may not be funded with funds provided under this Agreement unless previously approved in writing by the Department. All Grantee contracts and subcontracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event; and
- 17.4. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work; and
- 17.5. For each contractor or subcontractor, the Grantee shall provide a written statement to the Department certifying the following:
  - 17.5.1. Whether the contractor or subcontractor is a minority business enterprise, as defined in section 288.703, F.S.
  - 17.5.2. Neither the contractor or subcontractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation by the State of Florida.

- 17.5.3. Neither the contractor or subcontractor are presently on the Convicted Vendor List identified in section 287.133(2), F.S, or the Discriminatory Vendor List identified in section 287.134(2), F.S.
- 17.5.4. The contractor or subcontractor it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel", in accordance with s. 287.135(5), F.S. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.
- 17.5.5. If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the contractor or subcontractor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies"
- 17.5.6. The contractor or subcontractor certifies it has completed and provided an affidavit signed by an officer or a representative of the contractor or subcontractor under penalty of perjury attesting that the contractor or subcontractor does not use coercion for labor or services as defined in section 787.06, F.S.
- 17.6. Pursuant to sections 287.135(5) and 287.135(3), F.S., Grantee agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has 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 has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

## **18. MANDATED CONDITIONS**

- 18.1. The Grantee and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Grantee certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Grantee must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.
- 18.2. This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

## **19. LOBBYING PROHIBITION**

- 19.1. In accordance with sections 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

- 19.2. The Grantee certifies, by its signature to this Agreement, the terms shall include this provision.
- 19.3. The Grantee shall ensure in any agreements with subcontractors where a contractor or subcontractor receives payment under this Agreement, the terms shall include this lobbying prohibition and shall require such subcontractors to certify their compliance with this provision.

## 20. MISCELLANEOUS

- 20.1. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 20.2. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 20.3. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 20.4. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 20.5. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 20.6. Severability. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 20.7. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal or equitable action that arises out of or relates to this Agreement shall be in the Circuit Court of Leon County; in any such action, the Parties waive any right to jury trial.

I hereby affirm my authority to bind the Grantee and affirm the Grantee's authority and responsibility for the use of the funds requested.

**Grantee**

\_\_\_\_\_  
Signature of County Representative authorized to bind the Grantee

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

\_\_\_\_\_  
Printed Name

**Grantor**

\_\_\_\_\_  
Department of Management Services

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

\_\_\_\_\_  
Printed Name

**APPLICABLE STATUTES AND REGULATIONS**

This is a non-exhaustive list of statutes and regulations. The Grantee shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

**General Requirements**

<b>Florida Statutes (F.S.)</b>
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; non-collectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§215.971(1)(h), F.S. - Federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
<b>Florida Administrative Code (F.A.C.)</b>
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
<b>Memoranda</b>
CFO Memorandum No. 01 - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 - Compliance Requirements for Agreements

**State 911 Plan and Emergency Communications Board Statutes and Rules**

<b>Florida Statutes</b>
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
<b>Florida Administrative Code</b>
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - Emergency Communications Board</i>

**Attachment 1**  
**AUDIT REQUIREMENTS**  
**FOR AWARDS OF STATE AND FEDERAL**  
**FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the recipient may be subject to audits and/or monitoring by the Department, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**Part II: State Funded**

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the

Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

## Part II: Other Audit Requirements

N/A

## Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. The Department at each of the following addresses: Electronic copies (preferred): [ECBSubmissions@dms.fl.gov](mailto:ECBSubmissions@dms.fl.gov); [Audit@dms.fl.gov](mailto:Audit@dms.fl.gov)

Or

Paper copies:

The Department of Management Services  
Emergency Communications Board  
4030 Esplanade Way  
Suite 135  
Tallahassee FL, 32399

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and

Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

#### **Part V: Record Retention**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

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

N/A

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

N/A

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

N/A

**Subject to Section 215.97, F.S.:**

1. State Project: 911 Rural County Grant Program

State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title: Wireless 911 Emergency Telephone System Rural County Grant Program

Catalog of State Financial Assistance Number: 72.001

Amount: \$266,043.35

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement No. 26-04-07 between the Grantee and the Department, entered in State Fiscal Year 2025-2026.



Emergency Communications Board  
 4030 Esplanade Way  
 Tallahassee, FL 32399-0950

April 16, 2026

Desoto County Board of County Commissioners  
 201 East Oak Street, Suite 201  
 Arcadia, FL 34266

FEID #: 59-6000579

Subject: Spring 2026 Rural County - Reimbursement Grant Program

Dear Desoto County Board of County Commissioners:

The Florida Emergency Communications Board would like to congratulate you on your grant award to improve the 911 system serving your county. Funds awarded from the Spring 2026 cycle of the Rural Grant Program will normally be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of the grant term.

Within the next two weeks, you should receive a grant award agreement for each grant awarded to your county. The grant agreement has the details regarding funding rules for the state grant program that apply to your grant award. You must return a signed copy of the grant agreement prior to the authorization to transfer funds from the Florida Department of Management Services to your county. Please try to have the agreement signed and returned within 45 days of receipt.

The following provides details concerning the Spring 2026 grant(s) to Desoto County:

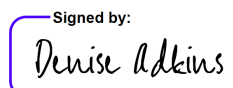
<u>Grant Number</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Date Board Awarded</u>
26-04-07	72.001	\$266,043.35	\$266,043.35		
			\$266,043.35	CHS Refresh	4/16/2026
<b>Total Grant Awards:</b>			<b>\$266,043.35</b>		

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

[http://www.leg.state.fl.us/STATUTES/index.cfm?App\\_mode=Display\\_StatuteSearch\\_String=URL=0200-0299/0215/Sections/0215.97.html](http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html)

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

Signed by:  
  
C2D1CD6A48B4446  
Denise Adkins, Chairwoman  
Florida Emergency Communications Board

DA/KR

cc: Desoto County 911 Coordinator

14974036818

CNTY14-DESOTO 911

**RURAL GRANT APPLICATION**

**Basic Information**

Application Submitted Date : 03-31-2026 14:11:01

PDF Generated Date: 03-31-2026 14:11:24

County : DESOTO

Project Title: PSAP Hardware Refresh

Amount Requested: 266043.35

Procurement Method : NONE

**1. Chair, Board of County Commissioners.**

201 E Oak St  
Arcadia , FL 34266  
DeSoto County

**2. County 911 Coordinator:**

208 E Cypress St  
Arcadia , FL 34266  
DeSoto County

**3. County fact information**

Number of PSAPs : 1

Number of Call-taking Positions per PSAP : 4

What equipment is requested in this grant application :  
Motorola Vesta PSAP system

**4. Financial Information**

A) Current annual costs for 911 systems : 38737.13	B) Current annual costs for maintenance: 61804.07
C) Total amount of 911 fee revenue received : 133334.71	D) Carry-forward funding retained: 38796.78
E) Current carry-forward funding : 189402.72	F) Applied carry-forward funding : 80000.82
G) Minimum calculated amount for applied carry-forward funding :74401.9	

**5. Describe the existing system**

DeSoto County's existing 911 system consists of the Motorola VESTA 911 Call Handling System and the Eventide 911 Call Recorder, both installed in August 2021. The VESTA system includes Cisco networking switches, two Intrado switches, three server blades, four operator consoles, and all necessary cabling, providing reliable, 24/7 call taking capabilities. The Eventide Recorder consists of a single server that securely records all 911 calls to support quality assurance, public records requests, and liability protection. Since installation, the system has operated continuously without major upgrades, maintaining current manufacturer support and cybersecurity compliance.

**6. Describe the scope of work**

See attached.

**7. Justification of the need for the proposed project**

The Motorola VESTA 911 Call Handling System and the Eventide 911 Call Recorder are mission-critical components of our emergency communications infrastructure, supporting 24/7 call taking, recording, and quality assurance. Both systems require scheduled refreshes every five years to ensure reliability, cybersecurity, and vendor support. Aging servers, networking equipment, and recording hardware are more prone to failure, which could interrupt emergency call handling or compromise call recordings essential for quality monitoring, public records requests, and liability protection. System updates maintain access to security patches, technical support, and compliance with End-of-Life requirements. Modernized infrastructure improves performance, scalability, and the ability to handle evolving call types, including text and multimedia under Next Generation 911 (NG911) standards. Maintaining both the VESTA system and Eventide recorder within their recommended lifecycle safeguards uninterrupted operations, ensures accurate documentation, and mitigates risks to public safety, legal compliance, and service quality.

**8. Justification of grant funding**

We are requesting grant funding to support the hardware refresh of our Motorola VESTA 911 Call Handling System. The Eventide 911 Call Recorder was referenced in previous statements to indicate that its maintenance and lifecycle refresh are already budgeted (\$35000) and accounted for. Additionally, we are drawing from reserves to cover the cost of enhanced 911 system lines as some carriers have not yet transitioned to Next Generation 911 (\$3,110.44 a month). As a result, relying solely on carryforward funds may not be a sufficient means to fully cover the cost of the VESTA system refresh, making external grant support essential to maintain the reliability, cybersecurity, and operational readiness of our mission critical emergency communications infrastructure.

**9. Project timeline**

**Upon notification of grant award DeSoto County will begin the project as contracted with the appropriate vendor going through the CPE replacement project. Contingent on no procurement issues, the anticipated schedule is:**

**0-180 Days \* Procure hardware/software, await installation and configuration. Software, and on-site maintenance will be invoiced upon purchase order issue.**

**181-360 Invoice of Professional services, installation, testing, cutover, and acceptance. Reimbursement and grant close out.**

**10. Single or sole source justification, if applicable**

Not applicable.

**12. Budget Reports**

**Year 1**

**System: Hardware, Software, Equipment, & Labor**

Item	Total Amount , Unit Price , Quantity
VESTA Hybrid Subscriptions	\$103,643.78 ( \$103,643.78 X 1 )
VESTA 9-1-1	\$109,022.13 ( \$109,022.13 X 1 )
VESTA Analytics	\$4,500.64 ( \$4,500.64 X 1 )
VESTA Map Local	\$9,489.19 ( \$9,489.19 X 1 )
Managed Services	\$24,102.01 ( \$24,102.01 X 1 )
Spare Equipment	\$9,488.30 ( \$9,488.30 X 1 )
VESTA Services	\$59,300.00 ( \$59,300.00 X 1 )
AK Services	\$2,000.00 ( \$1.00 X 2000 )
Shipping	\$3,000.00 ( \$3,000.00 X 1 )

System Subtotal : \$324,546.05

**Services: Training, Maintenance, and Warranty Items**

Item	Total Amount , Unit Price , Quantity
Extended Warranties	\$15,899.20 ( \$15,899.20 X 1 )

Services Subtotal : \$15,899.20

Year 1 Budget Total : \$340,445.25

Service Subtotal : 15899.2

Overall Project Total : \$340,445.25

Carry-Forward Funds Applied : \$74,401.90

Grant Request Total Less Carry-Forward Applied : \$266,043.35

**13. Assurances**

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct.

A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the Emergency Communications Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida 911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the Emergency Communications Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the Board.

The county certifies that all applicable county procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

**14. Authority**

I hereby affirm my authority and responsibility for the use of funds requested.

*Mandy Hines*

03/31/26

SIGNATURE CHAIR, BOARD OF COUNTY COMMISSIONERS OR COUNTY MANAGER

Date

MANDY HINES

Printed Name

County Administrator

Position

Regional Signatures if Applicable (add additional lines if needed)



We have prepared a quote for you

**Vesta HW refresh**

Quote # 002000  
Version 2

Prepared for:

**DeSoto County, FL**

Jacob Sutton  
[jsutton@desotosheriff.org](mailto:jsutton@desotosheriff.org)

Thursday, March 19, 2026

DeSoto County, FL  
Jacob Sutton  
208 E Cypress St.  
Arcadia, FL 34266  
[jsutton@desotosheriff.org](mailto:jsutton@desotosheriff.org)

Dear Jacob,

Thank you for giving us the opportunity to provide DeSoto County, FL with a quote for Vesta HW refresh . We are excited to work with you. Should you have any questions on this project please feel free to reach out to any member of the AK Associates team!

A handwritten signature in cursive script that reads 'Beth Stankus'.

Beth Stankus  
Manager of Accounting  
AK Associates



VESTA Hybrid Subscriptions

\* Contains Optional Items

Description	Price	Qty	Ext. Price
<b>VESTA Hybrid Subscriptions with End Point Security System Subscription</b>			
SSV00S04762A VESTA HYBRID DIRECT SUB SYSTEM FEE WITH ENDPOINT SEC <i>Note: 1 Year Subscription</i>	\$26,643.66	1	\$26,643.66
SSV00S04762A VESTA HYBRID DIRECT SUB SYSTEM FEE WITH ENDPOINT SEC <i>Note: 5 Year Subscription</i>	\$133,218.30	1*	\$133,218.30
<b>Concurrent User Subscription</b>			
SSV00S04760A VESTA HYBRID DIRECT SUB CONC USER FEE WITH ENDPOINT SEC <i>Note: 1 Year Subscription</i>	\$17,375.03	4	\$69,500.12
SSV00S04760A VESTA HYBRID DIRECT SUB CONC USER FEE WITH ENDPOINT SEC <i>Note: 5 Year Subscription</i>	\$86,875.14	4*	\$347,500.56
<b>Included Hybrid Features</b>			
SSV00S04595A MAPPING SUB CONC USER FEE	\$0.00	4	\$0.00
SSV00S04596A ASSIST AI FEATURES CONC USER FEE	\$0.00	4	\$0.00
SSV00S04597A ASSIST AI FEATURES II CONC USER FEE	\$0.00	4	\$0.00
SSV00S04726A VESTA NXT CONTINUITY SUB CONC USER FEE	\$0.00	4	\$0.00
SSV00S04764A VESTA HYBRID DIRECT SUB SUPPORT WITH ENDPOINT SEC	\$0.00	4	\$0.00
PSV00S03923A DEPLOYMENT: RADIUS MAP	\$0.00	1	\$0.00
PSV00S03924A DEPLOYMENT: CALLER PROFILE	\$0.00	1	\$0.00
PSV00S03925A DEPLOYMENT: MEDIA	\$0.00	1	\$0.00
PSV00S03928A DEPLOYMENT: TRANSCRIPTION	\$0.00	1	\$0.00
PSV00S05663A DEPLOYMENT: VESTA NXT CONTINUITY	\$0.00	1	\$0.00
PSV06S05178A VESTA ONBOARDING FOR ENDPOINT SECURITY	\$0.00	1	\$0.00
<b>Implementation</b>			
ISV00S04599A VESTA CLOUD SERVICES SYSTEM IMPLEMENTATION SERVICES	\$7,500.00	1	\$7,500.00

\* Optional Subtotal: **\$480,718.86**  
 Subtotal: **\$103,643.78**



VESTA® 9-1-1

\* Contains Optional Items

Description	Price	Qty	Ext. Price
<b>VESTA® 9-1-1</b>			
870899-0104R8.5U <b>V911 R8.5 DOC/MED UPG</b>	\$0.00	2	\$0.00
873099-03002U <b>V911 CAD INTF LIC UPGD</b>	\$0.00	1	\$0.00
04000-69001 <b>REDHAT LIC W/ 5YR SPT</b>	\$0.00	1	\$0.00
870890-75012 <b>VIRTUAL MEDIA SET 020A KVM</b>	\$0.00	1	\$0.00
<b>VESTA® 9-1-1 Servers</b> <b>Small/Medium Server Bundle</b> <i>Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.</i>			
853031-DLSSVRS3 <b>V-DL SVR BNDL SM-MED SGL G11</b>  <i>Note: Server bundle includes VMware license per CPU with support good through January 25, 2027. Refer to Product Change Notice MN010604A01 dated April 23, 2024.</i>	\$32,427.24	1	\$32,427.24
<b>VESTA® 9-1-1 Features</b> <b>ESInet Interface Module (EIM)</b> <i>Note: Pricing is provided for budgetary purposes only. Equipment/service requirements may change upon selection of ESInet Service Provider.</i>			
873090-11102U <b>V911 LIC EIM MOD UPGD</b>	\$0.00	4	\$0.00
03800-03070 <b>FIREWALL 60F</b>	\$955.12	2	\$1,910.24
04000-01905 <b>RACK MNT KIT FIREWALL</b>  <i>Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).</i>	\$200.56	2	\$401.12
03800-03071 <b>WARR FIREWALL 60F 1YR</b>	\$135.20	2	\$270.40
03800-03075 <b>WARR FIREWALL 60F 5YR</b>	\$616.80	2*	\$1,233.60
809800-00200 <b>CFG NTWK DEVICE</b>  <i>Note: Channel Partner will provide and configure firewall(s) to meet the required engineering specifications.</i> <i>Note: Channel Partner will provide and configure firewall(s) and session border controllers (SBCs) to meet the required engineering specifications.</i>	\$152.95	2	\$305.90
<b>VESTA® 9-1-1 CDR Module</b> <i>Note: Customer to provide CDR Printer</i>			
873099-00602U <b>V911 CDR SVR LIC UPGD</b>	\$0.00	2	\$0.00

VESTA® 9-1-1

\* Contains Optional Items

Description	Price	Qty	Ext. Price
873099-01102U VESTA911 CDR PER SEAT LICENSE UPGRADE	\$0.00	4	\$0.00
<b>VESTA® 9-1-1 Activity View</b>			
873099-00802 V911 ACT VIEW LIC PER ST	\$0.00	4	\$0.00
873099-00702 V911 ACTIV VIEW SYS LIC	\$0.00	1	\$0.00
809800-35120 VESTA911 ACTIVITY VIEW SUPPORT 1YR	\$0.00	1	\$0.00
809800-35124 VESTA911 ACTIVITY VIEW SOFTWARE SUPPORT 5YR	\$0.00	1*	\$0.00
<b>VESTA Admin Workstation</b>			
61000-409628 WKST Z2 G1I MINI 16GB W/O OS	\$2,001.00	1	\$2,001.00
04000-00454 WINDOWS 11 LTSC LIC	\$116.84	1	\$116.84
63000-241695 MNTR 24IN IPS	\$312.80	1	\$312.80
809800-00102 GENERIC WKST/IP DEVICE CFG FEE	\$250.00	1	\$250.00
<b>VESTA® 9-1-1 Advanced Enhanced Operations</b>			
PS-0AD-VSML-M VADV MLTP SEAT LIC NFEE	\$0.00	4	\$0.00
SS-0AD-VSSL-1Y SPT VADV 1YR	\$0.00	4	\$0.00
SS-0AD-VSSL-5Y SPT VADV 5YR	\$0.00	4*	\$0.00
<b>VESTA® 9-1-1 IRR Module</b> <i>Note: Customer may reuse existing IRR hasp keys or purchase new.</i>			
870899-01601 V911 IRR UPGD W/HASP	\$619.84	4*	\$2,479.36
873099-00502U VESTA911 IRR LICENCE UPGRADE	\$0.00	4	\$0.00
809800-35110 VESTA 911 IRR 1 YEAR SOFTWARE SUPPORT	\$0.00	4	\$0.00
809800-35114 VESTA 911 IRR 5 YEAR SOFTWARE SUPPORT	\$0.00	4*	\$0.00
<b>VESTA® Workstation Equipment</b>			
61000-409628 WKST Z2 G1I MINI 16GB W/O OS	\$2,001.00	4	\$8,004.00
04000-00454 WINDOWS 11 LTSC LIC	\$116.84	4	\$467.36
63000-241695 MNTR 24IN IPS	\$312.80	4	\$1,251.20

VESTA® 9-1-1

\* Contains Optional Items

Description	Price	Qty	Ext. Price
65000-00197 <b>KIT CBL DP/USB 15FT EXT</b> <i>Note: Extension cable kit if extension is required without KVM - directly from PC and monitor to keyboard/mouse.</i>	\$24.15	4	\$96.60
853030-00302 <b>VESTA911 SAM HARDWARE KIT</b>	\$2,189.66	4	\$8,758.64
853004-00401 <b>VESTA911 SAM EXT SPKR KIT</b>	\$169.56	4	\$678.24
809800-35109 <b>VESTA911 WORKSTATION CONFIGURATION FEE</b>	\$200.00	4	\$800.00
809800-35108 <b>VESTA911 WORKSTATION STAGING FEE</b>	\$300.00	4	\$1,200.00
870890-07501 <b>VESTA 911 CPR/SYSPREP MEDIA IMAGE</b>	\$55.20	1	\$55.20
<b>Network Equipment</b> <i>Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access, RapidSOS, Citizen Input, Smart Transcription and Outbound Text.</i>			
03800-03070 <b>FIREWALL 60F</b>	\$955.12	1	\$955.12
04000-01905 <b>RACK MNT KIT FIREWALL</b>	\$200.56	1	\$200.56
03800-03071 <b>WARR FIREWALL 60F 1YR</b>	\$155.48	1	\$155.48
03800-03075 <b>WARR FIREWALL 60F 5YR</b>	\$709.32	1*	\$709.32
809800-00201 <b>VPN CFG SVCS</b>	\$230.00	1	\$230.00
809800-00200 <b>CFG NTKW DEVICE</b>	\$152.95	1	\$152.95
<b>Switches</b> <i>Note: The Cisco Catalyst 9200/9300 switch supports a variety of optional network modules for uplink ports (the default configuration does not include any network modules). Network modules are priced separately and quoted upon request.</i>			
04000-09206 <b>SWITCH 9200 24-PORT W/24X7 5YR</b> <i>Note: Part number includes switch and warranty.</i>	\$6,090.40	2	\$12,180.80
04000-09204 <b>SWITCH 9200 SECONDARY PWR SUPPLY</b>	\$629.28	2	\$1,258.56
04000-09205 <b>SWITCH 9200 SECONDARY PWR SUPPLY CBL</b>	\$40.48	2	\$80.96
04000-02919 <b>USB CONSOLE CBL</b>	\$93.84	2	\$187.68
809800-00200 <b>CFG NTKW DEVICE</b>	\$152.95	2	\$305.90
<b>Peripherals &amp; Gateways</b>			
04000-00208 <b>MP-508 4S4O GATEWAY W/1YR AHR</b>	\$1,546.52	2	\$3,093.04

VESTA® 9-1-1

\* Contains Optional Items

Description	Price	Qty	Ext. Price
809800-00175 <b>SW SPT MP508, MP11X, MP516, FXO/FXS, M800B GATEWAY 5YR</b> <i>Note: Includes Audiocodes analog gateway with (4) FXS ports and (4) FXO ports. Contains MP508, power supply &amp; 1 year AHR and 5 years of ACTS</i>	\$2,622.00	2	\$5,244.00
06500-00016 <b>MP5XX RACK SHELF MOUNT KIT</b>	\$65.32	2	\$130.64
809800-00200 <b>CFG NTWK DEVICE</b>	\$152.95	2	\$305.90
<b>ALI/CAD Output</b>			
04000-29500 <b>8-PORT DATA BROADCAST UNIT WITH DUAL DATA INPUT PORTS</b>	\$1,963.28	1	\$1,963.28
65000-03040 <b>CBL NULL MODEM DB25M/M 6FT</b>	\$25.76	1	\$25.76
<b>Rack &amp; Peripheral Equipment</b>			
06500-55053 <b>7FT EQUIPMENT RACK 19IN</b>	\$316.25	1	\$316.25
65000-78764 <b>2 POST RAIL KIT DL380 G11 SVR</b>	\$115.00	2	\$230.00
63000-192610 <b>MNTR LCD 19IN</b>	\$469.20	1	\$469.20
04000-00809 <b>KVM 8-PORT SWITCH USB</b>	\$683.56	1	\$683.56
04000-25630 <b>PDU 14-OUTLET TWIST LOCK 20 AMP</b>	\$339.25	2	\$678.50
<b>Time Synchronization Equipment</b>			
04000-24006 <b>SECURESYNC 2400 MASTER CLOCK</b>	\$16,578.40	1	\$16,578.40
04000-08181 <b>DIGI DSPLY CLOCK AND PWR</b>	\$1,630.24	1	\$1,630.24
04000-08230 <b>GPS/GNSS OUTDOOR ANTENNA</b>	\$482.08	1	\$482.08
04000-08231 <b>GPS ANTENNA POST MT KIT</b>	\$184.92	1	\$184.92
04000-08236 <b>GPS PVC POST MNT</b>	\$140.76	1	\$140.76
04000-08228 <b>GPS ANTENNA SURG PROTECTR</b>	\$323.15	1	\$323.15
04000-20601 <b>GND KIT FOR 8226</b>	\$451.95	1	\$451.95
04000-13050 <b>CBL GPS ANTENNA 50FT</b>	\$290.95	1	\$290.95



VESTA® 9-1-1

\* Contains Optional Items

Description	Price	Qty	Ext. Price
04000-13100 CBL GPS ANTENNA 100FT	\$784.76	1	\$784.76

\* Optional Subtotal: **\$4,422.28**

Subtotal: **\$109,022.13**

VESTA® Analytics

Description	Price	Qty	Ext. Price
<b>VESTA® Analytics Standard</b>			
873399-00103.7U V-ANLYT 3.7 DOC/MED UPGD	\$0.00	1	\$0.00
873391-00501U V-ANLYT STD LIC UPGD	\$0.00	1	\$0.00
873391-00301U V-ANLYT USER LIC UPGD	\$0.00	1	\$0.00
PA-MSG-ASSL-M V-ANLYT STD SEAT LIC MIG	\$0.00	4	\$0.00
SA-MSG-ALSL-1Y SPT V-ANLYT STD 1YR	\$0.00	4	\$0.00
SA-MSG-ALSL-5Y SPT V-ANLYT STD 5YR	\$0.00	4*	\$0.00
<b>VESTA® Analytics Standard</b>			
873391-00901U V-ANLYT ADV RPT PKG LIC UPGD	\$0.00	1	\$0.00
<b>VESTA® Analytics Standard Server Equipment for Virtualized Server Bundle</b> Note: Additional Hardware to be installed in DDS-B Server.			
BA-M00-ASA0-CAL V-ANLYT STD CAL ADD-ON G11 SVR	\$4,500.64	1	\$4,500.64

Subtotal: **\$4,500.64**

VESTA® Map Local

\* Contains Optional Items

Description	Price	Qty	Ext. Price
<b>VESTA® Map Local</b>			
871399-40105.0U VMAP LOCAL R5 BASE MED UPGD	\$0.00	1	\$0.00
871391-40101.0U VMAP LOCAL BASE LIC ONLY UPGD	\$0.00	3	\$0.00



VESTA® Map Local

\* Contains Optional Items

Description	Price	Qty	Ext. Price
809800-46006 VMAP LOCAL BASE CONTRACT 1YR	\$450.05	4	\$1,800.20
04000-46006 VMAP LOCAL BASE SPT 1YR	\$0.00	4	\$0.00
809800-46010 VMAP LOCAL BASE CONTRACT 5YR	\$2,250.24	4*	\$9,000.96
04000-46010 VMAP LOCAL BASE SPT 5YR	\$0.00	4*	\$0.00
809800-44119 VMAP LOCAL GIS SVCS	\$6,437.79	1	\$6,437.79
<b>VESTA® Map Local - Additional Hardware</b>			
63000-241695 MNTR 24IN IPS	\$312.80	4	\$1,251.20

\* Optional Subtotal: **\$9,000.96**

Subtotal: **\$9,489.19**

Managed Services

\* Contains Optional Items

Description	Price	Qty	Ext. Price
<i>VESTA Hybrid Managed Services Subscription System Subscription</i>			
SSV00S05325A VESTA HYBRID MONITOR & RESPONSE SUB PER SYS <i>Note: 1 Year Subscription</i>	\$18,670.30	1	\$18,670.30
SSV00S05325A VESTA HYBRID MONITOR & RESPONSE SUB PER SYS <i>Note: 5 Year Subscription</i>	\$93,351.48	1*	\$93,351.48
<i>Position Subscription</i>			
SSV00S05326A VESTA HYBRID MONITOR & RESPONSE SUB PER POS <i>Note: 1 Year Subscription</i>	\$1,319.69	4	\$5,278.76
SSV00S05326A VESTA HYBRID MONITOR & RESPONSE SUB PER POS <i>Note: 5 Year Subscription</i>	\$6,598.47	4*	\$26,393.88
<b>Monitoring &amp; Response (M&amp;R): Activation Fee</b>			
809800-14150 M&R ACT FEE, SMALL SITE	\$0.00	1	\$0.00
<b>Monitoring &amp; Response (M&amp;R) Servers</b> <i>Note: Includes (2) DDS Servers, (1) VESTA Analytics Server</i>			
870891-66401 M&R SVR AGENT LICENSE	\$0.00	3	\$0.00



Managed Services

\* Contains Optional Items

Description	Price	Qty	Ext. Price
809800-16361 M&R PM AV SVR SRVC 1YR	\$0.00	3	\$0.00
809800-16365 M&R PM AV SVR SRVC 5YR	\$0.00	3*	\$0.00
<b>Workstations</b> Note: Includes (4) Workstations, (1) Management Console, (1) Admin Workstation			
870891-66402 M&R WKST AGENT LICENSE	\$0.00	6	\$0.00
809800-16377 M&R PM AV WKST SRVC 1YR	\$0.00	6	\$0.00
809800-16381 M&R PM AV WKST SRVC 5YR	\$0.00	6*	\$0.00
<b>IP Devices</b> Note: Includes (2) Virtual Host/Machines, (2) MDS Servers, (1) ASN Node 1, (1) ASN Repo, (1) ASN Node 2, (2) Firewalls for EIM/SMS, (1) Firewall for Internet/Remote Access, (2) Cisco Switches, (2) Gateways, (1) NAS Device			
870891-66403 M&R NETWORK/IP LICENSE	\$0.00	15	\$0.00
809800-16343 1 YEAR MONITORING & RESPONSE SERVICE, IP DEVICES	\$0.00	15	\$0.00
809800-16347 M&R IP DEVICE SRVC 5YR	\$0.00	15*	\$0.00
<b>Patch Management</b>			
809800-14152 MGD SERV DEV & IMPL	\$0.00	9	\$0.00
809800-00200 CFG NTWK DEVICE	\$152.95	1	\$152.95
809800-16211 PATCH MGMT 3.2 SVC 1YR	\$0.00	9	\$0.00
809800-16215 PATCH MGMT 3.2 SVC 5YR	\$0.00	9*	\$0.00

\* Optional Subtotal: \$119,745.36

Subtotal: \$24,102.01

Spare Equipment

Description	Price	Qty	Ext. Price
<b>Gateways and Equipment</b>			
04000-00208 MP-508 4S4O GATEWAY W/1YR AHR	\$1,546.52	1	\$1,546.52
06500-00016 MP5XX RACK SHELF MOUNT KIT	\$65.32	1	\$65.32
809800-00175 SW SPT MP508, MP11X, MP516, FXO/FXS, M800B GATEWAY 5YR	\$2,622.00	1	\$2,622.00



Spare Equipment

Description	Price	Qty	Ext. Price
809800-00200 <b>CFG NTWK DEVICE</b>	\$152.95	1	\$152.95
<b>Spare Workstation Equipment</b>			
61000-409628 <b>WKST Z2 G1I MINI 16GB W/O OS</b>	\$2,001.00	1	\$2,001.00
04000-00454 <b>WINDOWS 11 LTSC LIC</b>	\$116.84	1	\$116.84
63000-241695 <b>MNTR 24IN IPS</b>	\$312.80	1	\$312.80
65000-00197 <b>KIT CBL DP/USB 15FT EXT</b>	\$24.15	1	\$24.15
853030-00302 <b>VESTA911 SAM HARDWARE KIT</b>	\$2,189.66	1	\$2,189.66
853004-00401 <b>VESTA911 SAM EXT SPKR KIT</b>	\$169.56	1	\$169.56
809800-00102 <b>GENERIC WKST/IP DEVICE CFG FEE</b>	\$287.50	1	\$287.50

**Subtotal:            \$9,488.30**

Extended Warranties

Description	Price	Qty	Ext. Price
<b>Server Extended Warranty</b> <i>Note: Includes (2) VESTA 9-1-1 Servers</i>			
04000-01650 <b>WARR 24X7 DL380G11 5YR</b> <i>Note: Upgrade &amp; uplift from 3 yr warranty 9x5 NBD to 5 yrs, 24x7, 4 hour response time.</i>	\$7,949.60	2	\$15,899.20
<b>Workstation Extended Warranty</b> <i>Note: Workstations include a 5 year extended warranty.</i>			

**Subtotal:            \$15,899.20**

VESTA® Services

Description	Price	Qty	Ext. Price
<b>Field Engineering Services</b>			
809800-17007 <b>FIELD ENG-STANDARD</b>	\$0.00	336	\$0.00
809800-17006 <b>FIELD ENG-EXPRESS</b>	\$0.00	208	\$0.00
<b>Project Management Services</b> <i>Note: Project Management is required.</i>			



VESTA® Services

Description	Price	Qty	Ext. Price
809800-51013 <b>PROJECT MGMT - SUPPORT</b> <i>Note: Support PM is Remote only.</i>	\$0.00	7	\$0.00
ISV00S05330A <b>VESTA 911 SUB SI DELIVERY</b>	\$100.00	593	\$59,300.00
<b>Subtotal:</b>			<b>\$59,300.00</b>

AK Services

Description	Price	Qty	Ext. Price
AKINSTALLMAT <b>Installation Materials</b> Installation Materials	\$2,000.00	1	\$2,000.00
<b>Subtotal:</b>			<b>\$2,000.00</b>

Shipping

Description	Price	Qty	Ext. Price
ShippingFee <b>Shipping and Handling</b> Shipping and Handling	\$3,000.00	1	\$3,000.00
<b>Subtotal:</b>			<b>\$3,000.00</b>

Payment Terms

Description	Qty
<p>Terms of Sale:</p> <ul style="list-style-type: none"> <li>• Hardware and software will be invoiced upon shipment</li> <li>• Services will be invoiced upon completion</li> <li>• Payment Terms are Net 30</li> </ul>	



## Vesta HW refresh

### Prepared by:

**AK Associates**  
 Beth Stankus  
 (603) 432-5755 x.283  
 Fax (603) 432-0900  
 bstankus@AKassociates911.com

### Prepared for:

**DeSoto County, FL**  
 208 E Cypress St.  
 Arcadia, FL 34266  
 Jacob Sutton  
 (863) 993-4700  
 jsutton@desotosheriff.org

### Quote Information:

**Quote #: 002000**  
 Version: 2  
 Delivery Date: 03/19/2026  
 Expiration Date: 05/22/2026

## Quote Summary

Description	Amount
VESTA Hybrid Subscriptions	\$103,643.78
VESTA® 9-1-1	\$109,022.13
VESTA® Analytics	\$4,500.64
VESTA® Map Local	\$9,489.19
Managed Services	\$24,102.01
Spare Equipment	\$9,488.30
Extended Warranties	\$15,899.20
VESTA® Services	\$59,300.00
AK Services	\$2,000.00
Shipping	\$3,000.00
<b>Total: \$340,445.25</b>	

## \*Optional Expenses

Description	One-Time
VESTA Hybrid Subscriptions	\$480,718.86
VESTA® 9-1-1	\$4,422.28
VESTA® Map Local	\$9,000.96
Managed Services	\$119,745.36
<b>Optional Subtotal: \$613,887.46</b>	

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.  
 This quote null and voids any previous version.



AK Associates

DeSoto County, FL

Signature: Beth Stankus

Name: Beth Stankus

Title: Manager of Accounting

Date: 03/19/2026

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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



March 1, 2026

Mr. Jacob Sutton, IT Director  
208 East Cypress St  
Arcadia, FL 34266

Mr. Sutton,  
I am in receipt of your request for Motorola Solutions to provide a direct quote to you for a hardware refresh of your Vesta call-handling system. Due to contractual obligations, we are unable to provide Desoto County FL with a direct quote. If you have any questions, please do not hesitate to contact me.

Dan Bornstein  
Sr. Account Manager - Florida  
Motorola Solutions  
951-401-1744

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**Mailing Address:** Vesta Solutions, Inc. P.O. Box 9007, Temecula, CA 92589-9007 U.S.A.

**Physical Address:** Vesta Solutions, Inc. 42555 Rio Nedo, Temecula, CA 92590 U.S.A.

[vestapublicsafety.com](http://vestapublicsafety.com)

**County E911 Fiscal Information**

Item No.	E911 Fee Revenue		
1	County	DESOTO	Fiscal Year 24-25
2	Wireless Fee Revenue	\$87,174.81	
3	Non-Wireless Fee Revenue	\$18,352.77	(LEC, Wireline, & VoIP)
4	Pre-Paid Fee Revenue	\$27,807.13	
5	Total Fee Revenue	\$133,334.71	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)

Item No.	E911 Allowable Expenditures	
6	Fee Revenue Expenditures	133,334.71

Item No.	E911 Carry Forward & Excess Carry Forward		
9	Allowable Carry Forward	\$40,000.41	Maximum Allowable (30% of Item #5)
10	Actual Carry Forward	\$0.00	Limited by Para 365.173(2)(d). Florida Statutes. Assure amount is equal (=) to or less than (<) Item #9
11	Excess Carry Forward Recovery	\$0.00	

Item No.	Contact Information	
12	Preparer's Name	Peter Danao
13	Preparer's Title / Position	Finance Director
14	Telephone Number	863-993-5811
15	Preparer's Email	p.danao@desotobocc.com
16	Date	12/9/25

**In accordance with Paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes**

**County E911 Fiscal Information**      Incorporated by reference in Fla Admin. Code Rule 60FF1-5.006  
 Requirements for County Carry Forward Funds & Excess Funding  
 04/2020



# DeSoto County

6/23/2026

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Item #: 5.

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business    3:00 pm  
 Public Hearing Agreement

**DEPARTMENT:**    Emergency Management  
**SUBMITTED BY:**    Dennis O'Hara  
**PRESENTED BY:**    Dennis O'Hara

**TITLE & DESCRIPTION:**

**CFRPC contract to conduct Small Quantity Generators of Hazardous Waste Assessment Survey and Verification**

**REQUESTED MOTION:**

**Approval of Contract with the Central Florida Planning Council for Small Quantity Generators of Hazardous Waste Assessment Survey and Verification through June 30, 2028, with option through June 30, 2030**

**SUMMARY:**

**Approval of Contract with the Central Florida Regional Planning Council for Small Quantity Generators of Hazardous Waste Assessment Survey and Verification through September 30, 2025**

**BACKGROUND:**

**DeSoto County has been in a contract with the Central Florida Regional Planning Council (CFRPC) since 2015. CFRPC provides professional and technical services to assess and verify that all small quantity generators of hazardous waste in DeSoto County are in compliance with Sections 403.7225 through 403.7236, Florida Statutes, and 62-731, Florida Administrative Code. This is a contract through June 30, 2028. Desoto County agrees to compensate the CFRPC for the timely and professional completion of all activities specified under this contract in an annual amount based upon \$190.86 per site inspection. Each year CFRPC will present DeSoto County with a budget request specifying the number of sites for the next fiscal year. There are 52 sites for Fiscal Year 2026/2027, in the amount of \$ 9,930.00.**

**FUNDS:**

**Budget Amount: \$9,930.00**

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

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**ITEM #: 5.**

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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.

# INTERLOCAL AGREEMENT

## BETWEEN

**Central Florida Regional Planning Council (COUNCIL)**

**and**

**DeSoto County, a political subdivision of the State of Florida (COUNTY)**

This Interlocal Agreement (“Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, pursuant to and in compliance with the “Florida Interlocal Cooperation Act of 1969,” Section 163.01, Florida Statutes (referred to herein as “the Act”), by the Central Florida Regional Planning Council (referred to herein as the “COUNCIL”), a Florida state agency existing and operating pursuant to the “Florida Regional Planning Council Act,” Sections 186.501-186.513, Florida Statutes, and DeSoto County, a political subdivision of the State of Florida, (referred to herein as the “COUNTY”). The COUNCIL and the COUNTY shall collectively be referred to herein as “PARTIES”.

### **BACKGROUND**

The COUNTY desires to engage the COUNCIL to provide all work and professional planning services (collectively, the “Services”) necessary to deliver the Small Quantity Generators of Hazardous Waste Assessment. The Services are detailed in Attachment A – Scope of Work and made a part of this Agreement. The COUNCIL desires to provide all such Services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties hereto do mutually agree as follows:

#### **I. GENERAL**

The COUNTY contracts with the COUNCIL to provide the Services described and required under this Agreement.

#### **II. SCOPE OF WORK**

The COUNCIL shall perform, in a satisfactory and proper manner, the Services detailed in Attachment A–Scope of Work and shall satisfy all requirements of the guidelines specified therein.

#### **III. COMPENSATION**

This is a fixed fee agreement. As consideration for performance of all work necessary to render the Services to the COUNTY, the COUNTY shall pay COUNCIL a fixed fee of \$9,930.00 (nine thousand and nine hundred and thirty dollars) annually for a period of three years with a three-year total of \$29,790.00. The parties may, by written agreement, renew the term of this Agreement for an additional two-year renewal term , through August 31, 2030, for a fee to be negotiated and agreed to by both parties. Payment shall be made each year in one (1) installment upon completion of the SQG assessment to correspond with the

required deliverables to the Florida Division of Environmental Protection due by June 30 each year for the initial three-year term . The fixed fee invoice will be payable within forty-five (45) days after the date the COUNTY receives the required deliverable and an acceptable completed invoice from the COUNCIL. Payments will be due as follows:

<b>Deliverable</b>	<b>Deliverable Date</b>	<b>Deliverable Cost</b>
1	June 30, 2026	\$ 9,930.00
2	June 30, 2027	\$ 9,930.00
3	June 30, 2028	\$ 9,930.00
Optional 4	June 30, 2029	To be negotiated
Optional 5	June 30, 2030	To be negotiated

All fees and payments for Services in addition to those stated in the Scope of Work shall be negotiated between the Parties with any changes incorporated into a written modification as described in Section V below.

**IV. PERIOD OF AGREEMENT**

The services of the COUNCIL are to commence upon execution of this Agreement. Work shall be completed annually by June 30, and this Agreement will terminate on August 31, 2028. The parties have the option to renew the Agreement for an additional two-year term through August 31, 2030, as agreed by both parties by written instrument.

**V. MODIFICATION OF AGREEMENT**

- A. Either Party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds payable under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the COUNTY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.
- B. To be effective any extensions or modifications of this Agreement shall be mutually agreed upon by and between the COUNTY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

**VI. TERMINATION**

- A. Either Party may terminate this Agreement without cause with a minimum of thirty (30) days prior written notice to the other Party. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- B. In the event the Agreement is terminated COUNCIL will be reimbursed in an amount commensurate with the work it had satisfactorily completed as of the effective date of termination based on the tasks contained in the Scope of Work and corresponding hourly costs of the employees involved in completing the work. Provided, however, the COUNTY shall not be required to pay COUNCIL an

amount in excess of the cost of each Deliverable as stated in Section III above. Upon receipt of the termination payment, the COUNCIL shall deliver all work products to the COUNTY as stated in Section X.

**VII. COMPLIANCE WITH LAWS, JURISDICTION, AND VENUE**

- A. The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.
- B. This Agreement shall be governed in all respect by the laws of the State of Florida and any legal action by either party against the other concerning this Agreement shall be filed in DeSoto County, Florida, which shall be deemed proper jurisdiction and venue for the action.

**VIII. PERSONNEL**

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel, consultants, or other special service providers necessary to perform the Services under this Agreement.
- B. The COUNCIL shall continuously staff the work necessary to perform the Services with COUNCIL personnel or appropriate consultants as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

**IX. DATA TO BE FURNISHED TO COUNCIL**

Upon reasonable request by the COUNCIL, and to the extent permitted by all applicable laws, rules, and regulations, the COUNTY shall provide to the COUNCIL all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

**X. RIGHT TO WORK PRODUCTS**

Copies of all works products shall become the property of the COUNTY.

**XI. ASSIGNMENT**

This Agreement shall not be assignable.

**XII. NOTICE AND CONTACT**

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement including without limitation, providing notices of default and/or termination. Notices shall be effective upon receipt or upon refusal to accept receipt of the notice.

- A. The representative of the COUNTY responsible for the administration of this Agreement is:

Mr. Dennis O'Hara  
Emergency Management Director  
DeSoto County Emergency Management  
2200 NE Roan Street  
Arcadia, FL 34266  
Phone: 863-993-4831  
E-Mail: [d.o'hara@desotobocc.com](mailto:d.o'hara@desotobocc.com)

- B. The representative of the COUNCIL responsible for the administration of this Agreement is:

Ms. Jennifer Codo-Salisbury  
Executive Director  
Central Florida Regional Planning Council  
555 East Church Street  
Bartow, FL 33830  
Phone: (863) 534-7130, ext. 178  
Fax: (863) 534-7138  
E-Mail: [jcodosalisbury@cfrpc.org](mailto:jcodosalisbury@cfrpc.org)

- C. In the event that the representatives change, notice of the name, title, and address of the new representative should be provided to the other Party's representative.

### **XIII. TERMS AND CONDITIONS**

This Agreement and attachment incorporated by reference constitute all the terms and conditions agreed upon by the parties.

### **XIV. PUBLIC RECORDS**

- A. Public Records Law. If COUNCIL meets the definition of "Contractor" in Section 119.0701(1)(a), Florida Statutes, COUNCIL shall comply with the following:

1. COUNCIL acknowledges COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. COUNCIL further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, COUNCIL shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
2. Without in any manner limiting the generality of the foregoing, to the extent applicable, COUNCIL acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- a. keep and maintain public records required by COUNTY to perform the services required under this Agreement;
- b. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide COUNTY with 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if COUNCIL does not transfer the records to COUNTY; and
- d. upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COUNCIL or keep and maintain public records required by COUNTY to perform the service. If COUNCIL transfers all public records to COUNTY upon completion of this Agreement, COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNCIL keeps and maintains public records upon completion of this Agreement, COUNCIL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY.

**B. IF COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**PUBLIC RECORDS CUSTODIAN  
DESOTO COUNTY BOARD OF COUNTY  
COMMISSIONERS  
ADMINISTRATION BUILDING  
201 EAST OAK STREET, SUITE 201  
ARCADIA, FLORIDA 34266  
TELEPHONE: (863) 993-4880  
EMAIL: [S.ALTMAN@DESOTOBCC.COM](mailto:S.ALTMAN@DESOTOBCC.COM)**

**XV. EFFECTIVE DATE.**

The “Effective Date” of this Agreement will be upon full execution of this Agreement.

**IN WITNESS WHEREOF**, the COUNTY and the COUNCIL have hereunto set their hands and seals and executed this Agreement on the respective dates under each Party's signature.

**CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**

By: \_\_\_\_\_  
Jennifer Codo-Salisbury, Executive Director

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
CFRPC Attorney

**DESOTO COUNTY,**  
a political subdivision of the State of Florida

**ATTEST: Mandy Hines as Clerk to the Board**

\_\_\_\_\_  
Steve Hickox, Chairman

\_\_\_\_\_  
Mandy Hines

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

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

## **ATTACHMENT A SCOPE OF WORK**

### **BACKGROUND**

Sections 403.7225 and 403.7234, Florida Statutes (F.S.) establish the Local Hazardous Waste Assessments and the Small Quantity Generator Notification and Verification Program. A small quantity generator is defined in the Code of Federal Regulations (40 CFR Part 260.10) as a generator that produces less than 1,000 kilograms (or approximately 2,200 pounds) of hazardous waste in any calendar month. The Florida Department of Environmental Protection (FDEP) adopts hazardous waste regulations from the CFR in Chapter 62-730, Florida Administrative Code (F.A.C.)

The purposes of the Assessment, Notification and Verification Program are:

- To inform potential small quantity generators of their legal responsibilities regarding management of hazardous waste; and
- To obtain information from the generator concerning the quantity and types of hazardous waste generated annually and the practices used to manage those wastes.

### **TASK WORK**

The CFRPC shall verify the hazardous waste management practices of all potential and known Small Quantity Generators in the County. New potential generators of hazardous waste could be identified by different methods. These include, but not limited to:

- Actual visual identification during verification activities in the County;
- Lists of potential generators of hazardous waste as provided by the Florida Department of Environmental Protection (FDEP); and/or
- Other appropriate sources.

The CFRPC will verify onsite inspections, and the waste management practices of approximately twenty percent (20%) of the facilities identified on the assessment roll for the County maintained by the Florida Department of Environmental Protection. During the inspections the following information will be verified including but not limited to product container usage and disposal, the presence of apparent contamination, and improper storage and disposal of hazardous materials. Record keeping may be checked to see if it meets the requirements of law. Verification information is required to be submitted to the FDEP annually by June 30.

At the time of inspection, if CFRPC staff identifies the facility is not in compliance with the law, staff will refrain from further insistence of compliance activities and forward a non-compliant report to the County for further action to be taken by the County through their Code Enforcement (or other identified) process and/or to have the County coordinate with the local municipality if the facility is within their jurisdiction. If needed, the County will coordinate with the FDEP staff to conduct a site visit to the facility. CFRPC will provide support and guidance to the County and/or City to assist them with the non-compliant reporting process as needed.

## **DELIVERABLES**

### Submission to FDEP:

- The CFRPC will provide the updated data on small quantity generators to the FDEP in an approved format by FDEP, no later than June 30 each year of this contract.
- The CFRPC will provide a copy of the submission to FDEP upon completion of the work.

### Submission to the County:

- The CFRPC will provide the updated facility assessment findings pulled from FDEP's portal.
- The CFRPC will also provide a letter to explain the work completed within the fiscal year.
- The CFRPC will provide an email at the conclusion of the annual inspections to include the invoice for the work completed, letter of work completed, and the updated facility assessments.



# DeSoto County

6/23/2026

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Item #: 6.

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business 3:00 pm  
 Public Hearing Resolution

**DEPARTMENT:** Administration  
**SUBMITTED BY:** Brian Wagner  
**PRESENTED BY:** Brian Wagner

**TITLE & DESCRIPTION:**

**Resolution/Budget Amendment Fiscal Year 2025/2026**

**REQUESTED MOTION:**

**To adopt a Resolution relating to the attached budget amendments 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. 2026- \_\_\_\_**

**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.

**Section 2.** That the adopted budget for Fiscal Year 2025/2026 is hereby amended and supplemented as provided in Budget Amendment 2026-111, 2026-113 and 2026-114.

**Section 3.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 23rd day of June 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF DESOTO COUNTY, FLORIDA

\_\_\_\_\_  
Mandy Hines  
County Administrator

By: \_\_\_\_\_  
Steve Hickox  
Chairman

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Valerie Vicente  
County Attorney

Department	Attachment	Amendment	Description
<b>Opioid Fund</b>	2	111	Budget adjustment to reflect State Settlement Funds returned to Charlotte Behavioral Health Network.
<b>E911</b>	3	113	Budget PSAP Grant/Match project.
<b>Utilities Operations</b>	4	114	Adjust revenues based on current year to date performance.

**2025/2026 Budget Amendments Packet 17  
June 23, 2026**

		<b>Revenue Sources</b>			<b>Expenses Account Description</b>
<i>Attachment</i>	<b>General Fund</b>	Funds From:	Fund	B.A.	Funds Disbursed For:

<u>\$ -</u>	<u>\$ -</u>
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<i>Attachment</i>	<b>Special Revenue</b>	Funds From:	Fund	B.A.	Funds Disbursed For:
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2	90,905.00	Operating & Non Capital Expense	107	111	90,905.00	Settlement State
3	340,445.25	Rural County Grant & Reserves	133	113	340,445.25	Capital Equipment

<u>\$ 431,350.25</u>	<u>\$ 431,350.25</u>
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<i>Attachment</i>	<b>Capital Construction Funds</b>	Funds From:	Fund	B.A.	Funds Disbursed For:
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<u>\$ -</u>	<u>\$ -</u>
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<i>Attachment</i>	<b>Enterprise Funds</b>	Funds From:	Fund	B.A.	Funds Disbursed For:
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4	202,739.00	Various GL Revenue Accts	410	114	202,739.00	Reserve for Contingency
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<u>\$ 202,739.00</u>	<u>\$ 202,739.00</u>
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<i>Attachment</i>	<b>Agency Funds</b>	Funds From:	Fund	B.A.	Funds Disbursed For:
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<u>\$ -</u>	<u>\$ -</u>
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<u><u>\$ 634,089.25</u></u> Total Debits	<u><u>\$ 634,089.25</u></u> Total Credits
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**BUDGET AMENDMENT REQUEST/CORRECTION**

**2025/2026**

Department	<b>Opioid Fund</b>		Date	6/23/2026	Amendment #	<b>2026-111</b>
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Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
10700003693010000	Settlement State	-	90,905.00		(90,905.00)	Budget adjustment to reflect State Settlement Funds
10721055643000000	Operating Expenses	38,405.00		38,405.00	-	returned to Charlotte Behavioral Health Network.
10721055644610000	Non Major Capital Improvement	52,500.00		52,500.00	-	
	<b>Column TOTALS</b>		90,905.00	90,905.00	\$	-
<b>APPROVALS</b>						

Board Chairman	_____	Date: 6/23/2026
County Administrator	_____	Date: 6/23/2026
Finance Director	_____	Date: 6/23/2026
Budget Coordinator	_____	Date: 6/23/2026
Entered By	_____	Date: 6/23/2026

ATTACHMENT 2

# BUDGET AMENDMENT REQUEST/CORRECTION

**2025/2026**

Department	<b>E911</b>		Date	6/23/2023	Amendment #	<b>2026-113</b>
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Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
13371425266400000	Capital Equipment	35,000.00	340,445.25		375,445.25	Budget PSAP Grant/Match project.
13300003342010000	Rural County Grant	-		266,043.35	266,043.35	
13371425269900000	Reserve for Capital Improvements	343,716.00		74,401.90	269,314.10	
<b>Column TOTALS</b>			340,445.25	340,445.25	\$	-

**APPROVALS**

Board Chairman \_\_\_\_\_

County Administrator \_\_\_\_\_

Finance Director \_\_\_\_\_

Budget Coordinator \_\_\_\_\_

Entered By \_\_\_\_\_

Date: 6/23/2023

Date: 6/23/2023

Date: 6/23/2023

Date: 6/23/2023

Date: 6/23/2023

ATTACHMENT 3

# BUDGET AMENDMENT REQUEST/CORRECTION

**2025/2026**

Department	<b>Utilities Operations</b>		Date	6/23/2026	Amendment #	<b>2026-114</b>
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Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
41070945369908000	Reserve for Contingency	3,163,628.75	202,739.00		3,366,367.75	Adjust Revenues based on current year to date performance.
41000003290001000	Fogs-Permits, Fees	3,000.00		225.00	3,225.00	
41000003433002005	Water Reservation Charges	250,000.00		170,000.00	420,000.00	
41000003433003000	Water Connection Fees	2,514.00		1,257.00	3,771.00	
41000003433010000	Water Maintenance Fees	30,000.00		24,000.00	54,000.00	
41000003435000400	Sewer Connection Fees	-		1,257.00	1,257.00	
41000003435010000	Lechate Transport Revenue	10,000.00		6,000.00	16,000.00	
<b>Column TOTALS</b>			202,739.00	202,739.00	\$	-

**APPROVALS**

Board Chairman _____	Date: <u>6/23/2026</u>
County Administrator _____	Date: <u>6/23/2026</u>
Finance Director _____	Date: <u>6/23/2026</u>
Budget Coordinator _____	Date: <u>6/23/2026</u>
Entered By _____	Date: <u>6/23/2026</u>

ATTACHMENT  
4



# DeSoto County

6/23/2026

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Item #: 7.

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business 3:00 pm  
 Public Hearing Resolution

**DEPARTMENT:** Building  
**SUBMITTED BY:** Alison Shuman, Permit Technician Supervisor  
**PRESENTED BY:** Lester Hornbake, Building Official

**TITLE & DESCRIPTION:**

**Resolution/Amend Building Department Fee Schedule**

**REQUESTED MOTION:**

A motion to adopt the proposed resolution amending the Building Department fee schedule.

**SUMMARY:**

House Bill 803 was enacted as Chapter 2026-63, Laws of Florida, becoming effective July 1, 2026, providing that inspection fees may not be based on project cost. Staff has reviewed the existing building permit and inspection schedule and determined that certain amendments are necessary to maintain compliance with state law. The Board has the authority to establish a schedule of fees in accordance with sections 125.56 and 553.80 of the Florida Statutes.

**BACKGROUND:**

**Reso 2023-92 - Decrease in permit & inspection fee schedule**

**Reso 2022-36 - Provides permit fee reduction for use of Private Provider Inspector/Plans Examiners**

**Reso 2019-4 - Cash payment discount dissolved**

**Ord 2001-08 - Provides permit and inspection fees be set by the Board of County Commissioners**

**FUNDS:**

Budget Amount: N/A

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.

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**ITEM #: 7.**

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**DESOTO COUNTY, FLORIDA**

**RESOLUTION 2026-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, ADOPTING AN AMENDED AND RESTATED FEE SCHEDULE FOR BUILDING PERMIT AND INSPECTION FEES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 125.56, Florida Statutes, provides that the Board of County Commissioners may provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement provisions of said statute, and of the Florida Building Code and the Florida Fire Prevention Code; and

**WHEREAS**, Section 553.80, Florida Statutes further provides that the governing bodies of local governments may provide a schedule of reasonable fees, as authorized by Section 125.56, and that such fees may only be used for carrying out the local government's responsibilities in enforcing the Florida Building Code, including, but not limited to, any process or enforcement related to obtaining or finalizing a building permit; and

**WHEREAS**, House Bill 803 was enacted as Chapter 2026-63, Laws of Florida, and becomes effective July 1, 2026, provides, among other things, that inspection fees may not be based upon the total cost of a project and may not exceed the actual inspection costs incurred by the local enforcement agency; and

**WHEREAS**, County staff has reviewed the County's existing building permit and inspection fee schedule, and following said professional analysis, has determined that foregoing amendments are necessary to ensure continued compliance with state law, including the requirements of Chapter 2026-63, Laws of Florida; and

**WHEREAS**, the Board finds that it is in the best interests of the citizens and residents of the County to amend the County's building permit fee schedule, consistent with the recommendations of the County's building official, as set forth in Exhibit "A," attached hereto and incorporated herein.

**NOW THEREFORE, BE IT RESOLVED**, by the DeSoto County Board of County Commissioners that:

The amended and restated Fee Schedule marked as Exhibit "A" is hereby adopted, which shall become effective July 1, 2026.

BE IT FURTHER RESOLVED that Resolution No. 2023-92 is hereby replaced in its entirety by this Resolution.

**DULY PASSED AND ADOPTED** by the Board of County Commissioners of DeSoto County, Florida this 23th Day of June, 2026.

**ATTESTED:**

**BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**

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Mandy Hines  
County Administrator

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Steve Hickox  
Chairman

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

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Valerie Vicente, County Attorney



# DeSoto County Building Department Fee Schedule

(Effective July 1, 2026)

## Plan Review Fees

Plans Review Fee (Roofed Structures)	50% of Building permit fee
Plans Review Fee (Unroofed Structures)	25% of Building permit fee
Re-stamp of Blueprints (Contractor to provide plans)	\$30
Revisions	¼ of original plan review fee or \$40 per hour

## Building Permit Fees

~~\*Building permit fees will be based on the contract cost.~~

~~\*A copy of the contract or proof of the cost must be provided when submitting a permit or the Building Department's fee estimate worksheet will be applied.~~

Minimum Building Permit Fee	\$55
Additional Inspections	\$55
<del>Valuation=\$0.01 to \$1000.00</del>	<del>\$55</del>
<del>Valuation=\$1,001.00 to \$50,000.00</del>	<del>\$55 + \$6/\$1000</del>
<del>Valuation=\$50,000.01 to \$100,000.00</del>	<del>\$349 + \$5/\$1000</del>
<del>Valuation=\$100,000.01 to \$500,000.00</del>	<del>\$599 + \$4/\$1000</del>
<del>Valuation=\$500,000.01 and up</del>	<del>\$2199 + \$3/\$1000</del>
<u>Single Family Residence &amp; Addition</u>	<u>\$100 + \$0.65 per square foot</u>
<u>Commercial New Construction &amp; Addition</u>	<u>\$100 + \$0.96 per square foot</u>
<u>Residential Alteration</u>	<u>\$55 + \$0.65 per square foot</u>
<u>Commercial Alteration</u>	<u>\$55 + \$0.96 per square foot</u>
Building or Structure Moving Permit	\$255
Building or Structure Demolition Permit	\$105
<u>Residential Roofing</u>	<u>\$155</u>
<u>Commercial Roofing</u>	<u>\$205</u>
<u>Window/Door</u>	<u>\$55 + \$10 per unit</u>

## Mobile, Modular & Park Model Set-Up Permits

Single-wide Unit	\$155
Double-wide Unit	\$205
Triple-wide Unit	\$305
Plumbing	\$55
Electrical	\$55
Mechanical	\$55

## Plumbing Permits

Minimum Plumbing Permit Fee	\$55
Residential	\$55 + \$10 per fixture
Non-residential	\$55 + \$10 per fixture

Exhibit A

**Gas Permits**

Residential Installation	\$55
Commercial Installation	\$105

**Electrical Permits**

Minimum Electrical Permit	\$55
New Dwelling Unit<2,000 sq ft living space	\$105
New Dwelling Unit>2,000 sq ft living space	\$155
Residential alterations/additions	\$55 (includes 2 inspections)
Detached Garage/Accessory Building	\$55
Pump Service Installation	\$55
Residential Energy Generator	\$55
Service Change	\$55 (includes 1 inspection)
Inspection for reconnecting existing service	\$55
Non-Residential alterations/additions	\$105 (includes 3 inspections)
New non-residential structure/tenant space	\$155 (includes 3 inspections)
RV Park or Campground site wiring	\$155 + \$4.50/site
Commercial Energy Generators	\$155
Additional inspections	\$55

**Mechanical Permits**

Minimum Mechanical Permit Fee	\$55
A/C for new residential construction	\$0.05 per sq ft (\$55 minimum)
Residential alterations/change-outs/ductwork	\$55
A/C for new commercial	\$105/unit
Additional Inspections	\$55
Commercial alterations/change-outs/ductwork	\$155
Commercial fuel piping, exhaust or ventilation system	\$155/unit
Commercial Boilers	\$155
Walk in Cooler (1-3 coolers)	\$155
Walk in Cooler (4-6 coolers)	\$305
Exhaust Hood (Commercial cooking equipment)	\$55
Refrigeration Equipment	\$55

**Swimming Pool/Spa Permits**

Above Ground	\$55
In-Ground	\$155
Commercial	\$205

**Miscellaneous Permits**

<u>Roofing</u>	<u>\$55 min. (Figure as building permit)</u>
Signs	<u>\$55 min. (Figure as building permit) \$155</u>
<u>Utility Building Prefab Shed</u>	<u>\$55 min. (Figure as building permit)- \$155</u>
<u>Solar Permits</u>	<u>\$235 + Electrical</u>
<u>Structural Fence</u>	<u>\$105</u>

Exhibit A

<u>Electrical Fence</u>	<u>\$55</u>
Private Docs	\$105
Tents	\$55
Fire Alarm/Suppression	\$55
Irrigation	\$55
Tanks < than 1,000 gallons	\$55
Tanks 1,000 gallons or greater	\$105
<u>Tower/Antenna Permits</u>	<u>\$205 + Electrical</u>

**Inspection Fees**

Re-Inspection Fees	\$55 - 1st Reinspection \$105 - 2nd Reinspection \$205 - 3rd Reinspection
Courtesy Inspections (Power Release)	\$55
<u>Manufactured Home Pre-Inspection</u>	<u>\$105 - In County</u> <u>\$155 - Out of County*</u>
<i>* Plus mileage at current IRS standard business rate</i>	
Change of Occupancy	\$80
Timed Inspections	\$105

**Miscellaneous Fees**

Work Commencement without permit	\$105 minimum, or double fee (whichever is greater)
Stop work order removal fee	\$32
Copies	\$0.15 per letter page \$0.30 per legal page
Research	\$1 per ledger page
Change of Contractor	\$32
Extension Request	\$32
Duplicate Permits	\$32 + copies
Computer Reports (Available online)	\$32/hour + copies
Letter of Mitigation Review	\$55 Ag
Notary Fee	<del>\$5</del> <u>\$7</u>

**Private Provider Fees Discounts\*\***

\*\*Private Provider Fee Discounts applied when a properly executed Notice to Building Official is provided to the Building Department at permit submittal.

If using a Private Provider for both Plan Review and Inspections

No plan review fee will be assessed, and ~~75%~~ reduction of all other permit fees will be assessed at a 75% reduction of regular permit fees or \$27.50, whichever is greater; excluding surcharge, fire review ~~and~~ inspection fees, and miscellaneous fees.

If using a Private Provider for Inspections Only

Permit fees will be assessed at a 75% reduction of all permit fees or \$27.50, whichever is greater; excluding surcharge, plan review, fire review ~~and~~ inspection fees, and miscellaneous fees.

Exhibit A

If using a Private Provider for Plan Review Only

No plan review fees assessed, excluding fire review ~~and~~ inspection fees.



# DeSoto County

6/23/2026

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**Item #: 8.**

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business 3:00 pm  
 Public Hearing Other

**DEPARTMENT:** Administration  
**SUBMITTED BY:** Commissioner Gross  
**PRESENTED BY:** Commissioner Gross

**TITLE & DESCRIPTION:**

**Temporary Moratorium on Data Centers**

**REQUESTED MOTION:**

**To direct the County Attorney to prepare a temporary moratorium on the acceptance, review, or approval of applications related to data center facilities.**

**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

6/23/2026

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Item #: 9.

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business 6:30 pm  
 Public Hearing Ordinance

**DEPARTMENT:** Planning & Zoning  
**SUBMITTED BY:** Laura McClelland  
**PRESENTED BY:** Misty Servia

**TITLE & DESCRIPTION:**

**Ordinance / Dissolving the Oak Stone East Community Development District**

**REQUESTED MOTION:**

**A motion to adopt/deny the proposed ordinance approving the dissolution of the Oak Stone East Community Development District (CDD).**

**SUMMARY:**

The agenda request before the Board of County Commissioners is a petition to dissolve or terminate the existing 330.01-acre Oak Stone East Community Development District (CDD), approved by the Board in 2019. The applicant has requested the dissolution and pursuant to Florida Statutes Section 190.046(10), a CDD can be dissolved by a nonemergency ordinance of the local governmental entity that established the district.

**BACKGROUND:**

Since 1980, Community Development Districts (CDDs) have been used throughout Florida as cost-effective tools to develop, finance, and manage the infrastructure systems and services needed to support the development of new communities. There are over 1,000 CDDs in Florida.

A CDD is governed by a Board of Supervisors which is elected initially by the landowners, then begins transitioning to residents of the CDD after six years of operation and there are 250 qualified electors residing within the CDD boundaries. Like all municipal, county, state, and national elections, the Office of the Supervisor of Elections oversees the vote, and CDD Supervisors are subject to state ethics and financial disclosure laws. They basically serve as publicly elected officials. The CDD's business must be conducted in the "Sunshine," which means all meetings and records are open to the public. Public hearings are held on CDD assessments, and the CDD's budget is subject to

annual independent audit.

Florida Statutes Section 190.011 <[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String&URL=0100-0199/0190/Sections/0190.011.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String&URL=0100-0199/0190/Sections/0190.011.html)> provides for the general powers of a CDD. It is a legal entity that has the power and right to enter into contracts <<https://en.wikipedia.org/wiki/Contract>>; own both real and personal property; adopt policies, rules and regulations and orders; sue <<https://en.wikipedia.org/wiki/Lawsuit>> and be sued; obtain funds by borrowing; issue bonds; and impose assessments and levy taxes on property within the district. Actions against a CDD are subject to the sovereign immunity provisions of section 768.28 <[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String&URL=0700-0799/0768/Sections/0768.28.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String&URL=0700-0799/0768/Sections/0768.28.html)>, Florida Statutes. Section 190.012 <[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String&URL=0100-0199/0190/Sections/0190.012.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String&URL=0100-0199/0190/Sections/0190.012.html)>, Florida Statutes gives special powers of the CDD to a defined set of services and facilities. They are to finance, fund, plan, establish, construct or operate the following within the district:

- Water management <[https://en.wikipedia.org/wiki/Water\\_management](https://en.wikipedia.org/wiki/Water_management)> and control;
- Water supply <[https://en.wikipedia.org/wiki/Water\\_supply](https://en.wikipedia.org/wiki/Water_supply)>, sewerage <<https://en.wikipedia.org/wiki/Sewerage>>, and wastewater <<https://en.wikipedia.org/wiki/Wastewater>> management;
- Bridges <<https://en.wikipedia.org/wiki/Bridge>> and culverts <<https://en.wikipedia.org/wiki/Culvert>>;
- District roads <<https://en.wikipedia.org/wiki/Road>> and street lights <[https://en.wikipedia.org/wiki/Street\\_light](https://en.wikipedia.org/wiki/Street_light)>;
- Public transportation <[https://en.wikipedia.org/wiki/Public\\_transportation](https://en.wikipedia.org/wiki/Public_transportation)> and parking <<https://en.wikipedia.org/wiki/Parking>>;
- Investigation and remediation of environmental contamination <[https://en.wikipedia.org/wiki/Environmental\\_contamination](https://en.wikipedia.org/wiki/Environmental_contamination)>;
- Conservation areas <[https://en.wikipedia.org/wiki/Conservation\\_area](https://en.wikipedia.org/wiki/Conservation_area)>, parks <<https://en.wikipedia.org/wiki/Park>> and recreational facilities;
- Fire prevention <[https://en.wikipedia.org/wiki/Fire\\_prevention](https://en.wikipedia.org/wiki/Fire_prevention)> and control;
- School <<https://en.wikipedia.org/wiki/School>> buildings and related structures;
- Security <<https://en.wikipedia.org/wiki/Security>>, but not the exercise of any police <<https://en.wikipedia.org/wiki/Police>> power;
- Waste collection <[https://en.wikipedia.org/wiki/Waste\\_collection](https://en.wikipedia.org/wiki/Waste_collection)> & disposal; and
- Mosquito control <[https://en.wikipedia.org/wiki/Mosquito\\_control](https://en.wikipedia.org/wiki/Mosquito_control)>

The cost of operating a CDD is borne by those who benefit from its services. A CDD allows the developer to finance the costs of construction with a CDD bond through tax-free municipal bonds. The property owners in the CDD are then subject to a non-ad valorem assessment, which appears on their annual property tax bill from the county tax collector and may consist of two parts: (1) an annual assessment for operations and maintenance, which can fluctuate up and down from year to year based on the budget

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**ITEM #: 9.**

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adopted for that fiscal year; and (2) an annual capital assessment to repay bonds sold by the CDD to finance community infrastructure and facilities. The bond repayment portion is generally fixed for the term of the bonds.

On July 26th, 2005, the Board of County Commissioners (BOCC) adopted Ordinance No. 2005-24, which established the procedures governing the creation but not dissolution of a CDD, therefore, guidance of the process is provided by Florida Statutes, Section 190.046, "Termination, Contraction, or expansion of district".

On January 22, 2019, the Board of County Commissioners adopted Ordinance 2019-3, which established the 330.01 acres Oak Stone East Community Development District, which allowed the district to exercise additional powers to "finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars." (See Attachment A).

In addition to the subject CDD Dissolution, the County Commission will consider the establishment of a new CDD for the Oakstone project immediately following Board authorization of the dissolution. Should the CDD dissolution not receive Board authorization, then creation of the new Oakstone CDD cannot be heard.

This Development Review Report addresses the petition for dissolution of the Oak Stone East Community Development District while the companion report addresses the establishment of the Oak Stone Community Development District.



**DESOTO COUNTY DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**REQUEST:** Dissolution of a Community Development District (CDD)

**PROPERTY OWNER:** Oak Stone, LLC  
2502 N. Rocky Point Drive, Suite 1050  
Tampa, Florida 33607

**APPLICANT:** Oak Stone East Community Development District  
2502 N. Rocky Point Drive, Suite 1000  
Tampa, Florida 33607

**ATTORNEY:** Vivek K. Babbar, Esq.  
Straley Robin Vericker, P.A.  
1510 W. Cleveland Street  
Tampa, Florida 33606

**TOTAL PARCEL SIZE:** 330.01 acres

**DEVELOPMENT REVIEW REPORT**

The agenda request before the Board of County Commissioners is a petition to dissolve or terminate the existing 330.01-acre Oak Stone East Community Development District (CDD), approved by the Board in 2019. The agenda request is before the Board because Florida Statutes Section 190.046(10) provides the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district.

## **I. Background**

Since 1980, Community Development Districts (CDDs) have been used throughout Florida as cost-effective tools to develop, finance, and manage the infrastructure systems and services needed to support the development of new communities. There are over 1,000 CDDs in Florida.

A CDD is governed by a Board of Supervisors which is elected initially by the landowners, then begins transitioning to residents of the CDD after six years of operation and there are 250 qualified electors residing within the CDD boundaries. Like all municipal, county, state, and national elections, the Office of the Supervisor of Elections oversees the vote, and CDD Supervisors are subject to state ethics and financial disclosure laws. They basically serve as publicly elected officials. The CDD's business must be conducted in the "Sunshine," which means all meetings and records are open to the public. Public hearings are held on CDD assessments, and the CDD's budget is subject to annual independent audit.

Florida Statutes Section 190.011 provides for the general powers of a CDD. It is a legal entity that has the power and right to enter into contracts; own both real and personal property; adopt policies, rules and regulations and orders; sue and be sued; obtain funds by borrowing; issue bonds; and impose assessments and levy taxes on property within the district. Actions against a CDD are subject to the sovereign immunity provisions of section 768.28, Florida Statutes. Section 190.012, Florida Statutes gives special powers of the CDD to a defined set of services and facilities. They are to finance, fund, plan, establish, construct or operate the following within the district:

- Water management and control;
- Water supply, sewerage, and wastewater management;
- Bridges and culverts;
- District roads and street lights;
- Public transportation and parking;
- Investigation and remediation of environmental contamination;
- Conservation areas, parks and recreational facilities;
- Fire prevention and control;
- School buildings and related structures;
- Security, but not the exercise of any police power;
- Waste collection & disposal; and
- Mosquito control

The cost of operating a CDD is borne by those who benefit from its services. A CDD allows the developer to finance the costs of construction with a CDD bond through tax-free municipal bonds. The property owners in the CDD are then subject to a non-ad valorem assessment, which appears on their annual property tax bill from the county tax collector and may consist of two parts: (1) an annual assessment for operations and maintenance, which can fluctuate up and down from year to year based on the budget adopted for that fiscal year; and (2) an annual capital assessment to repay bonds sold by the CDD to finance community infrastructure and facilities. The bond repayment portion is generally fixed for the term of the bonds.

On July 26<sup>th</sup>, 2005, the Board of County Commissioners (BOCC) adopted Ordinance No. 2005-24, which established the procedures governing the creation but not dissolution of a CDD, therefore, guidance of the process is provided by Florida Statutes, Section 190.046, "Termination, Contraction, or expansion of district".

On January 22, 2019, the Board of County Commissioners adopted Ordinance 2019-3, which established the 330.01 acres Oak Stone East Community Development District, which allowed the district to exercise additional powers to "finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars." (See Attachment A).

In addition to the subject CDD Dissolution, the County Commission will consider the establishment of a new CDD for the Oakstone project immediately following Board authorization of the dissolution. Should the CDD dissolution not receive Board authorization, then creation of the new Oakstone CDD cannot be heard.

This Development Review Report addresses the petition for dissolution of the Oak Stone East Community Development District while the companion report addresses the establishment of the Oak Stone Community Development District.

## **II. PROPOSED ORDINANCE**

Attachment B is a proposed Ordinance of DeSoto County, Florida, repealing Ordinance 2019-3, dissolving the Oak Stone East Community Development District and providing an effective date.

### III. DATA & ANALYSIS

Neither the Land Development Regulations nor Ordinance No. 2005-24, establishes a procedure for dissolving a Community Development District. Notwithstanding, Florida Statutes Section 190.046 addresses the termination, contraction, or expansion of a CDD.

- I. **Pre-filing requirements.** A filing fee of \$1,500 is required to be paid to process the petition to dissolve a CDD. The petitioner shall submit a copy of the petition to the same entities entitled to receive the filing fee. In addition, if the district is not the petitioner, the petitioner shall file the petition with the district board of supervisors.

A check for the dissolution filing fee of \$1,500.00, was processed by the Development Department on February 17, 2026.

- II. **Staff review.** As noted previously, LDR County Ordinance 2005-24, does not provide guidance for the dissolution or termination of a CDD. Chapter 190, FS, outlines that the district may be dissolved through a formal petition and public hearing process by the authority that originally created the district, which is the Board of County Commissioners.

1. *LDR Section 20-1345(b) requires an application be made in writing by the owner of the property or by the owner's designated agent and be filed with the Development Department.*

The Development Director finds the petition was filed in writing with the Development Department and that Oak Stone, LLC is the property owner of the property.

2. *The LDR Section 20-1345(c) requires the Development Department to determine if the application/petition is complete. If the application is complete, it shall be accepted and processed for review. LDR Section 20-1379(b) grants the Department five working days of receipt of an application to determine whether the application is complete.*

- III. The application was received February 3, 2026, and the Development Department accepted it as complete.

- IV. **Petition filing requirements.** Florida Statutes Subsection 190.046(2) provides the district shall remain in existence unless:

- The district is merged with another district as provided in subsection (3) or subsection (4);
- All of the specific community development systems, facilities, and services that it is authorized to perform have been transferred to a general-purpose unit of local government in the manner provided in subsections (5), (6), and (7); or
- The district is dissolved as provided in subsection (8), subsection (9), or subsection (10).

The three subsections pertaining to dissolution provide:

1. *If, within 5 years after the effective date of the rule or ordinance establishing the district, a landowner has not received a development permit, as defined in chapter 380, on some part or all of the area covered by the district, then the district will be automatically dissolved and a judge of the circuit court shall cause a statement to that effect to be filed in the public records.*

Florida Statutes Subsection 380.031(3) defines “Development order” as any order granting, denying, or granting with conditions an application for a development permit.” Florida Statutes Subsection 380.031(4) defines “Development permit” as including any building permit, zoning permit, plat approval, or rezoning, certification, variance, or other action having the effect of permitting development as defined in this chapter.”

Not applicable.

2. *In the event the district has become inactive pursuant to s. 189.062, the respective board of county commissioners or city commission shall be informed and it shall take appropriate action.*

The Florida Department of Commerce maintains a website of all Florida special districts and that website shows that Oak Stone East CDD is active (See Attachment D). Therefore, this option is not applicable.

3. *If a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon the petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local*

*governmental entity that established the district or, if the district was established by rule of the Florida Land and Water Adjudicatory Commission, the district may be dissolved by repeal of such rule of the commission.*

The Petition to Dissolve Oak Stone East Community Development District was executed by Vivek K. Babbar as District Counsel to the Oak Stone East Community Development District, on January 29, 2026, as revised. Oak Stone East Community Development District Resolution No. 2026-01 authorizes the District Counsel to submit the Petition to DeSoto County (See Attachment C). Thus, the Development Director concludes Mr. Babbar, as District Counsel for the District, is authorized to file the petition with DeSoto County.

The applicant asserts the CDD has not constructed any capital improvements, does not have any outstanding financial or contractual obligations, has not levied any special assessments or issued any non-ad valorem bonds, and has no operating or maintenance responsibilities.

- V. Public notice.** Florida Statutes Subsection 190.046(10) provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon the petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district. Florida Statutes 125.66(2)(a) provides that the regular enactment procedure shall be as follows: The board of county commissioners at any regular or special meeting may enact or amend any ordinance, except as provided in subsection (5), if notice of intent to consider such ordinance is given at least 10 days prior to said meeting by publication in a newspaper of general circulation in the county. A copy of such notice shall be kept available for public inspection during the regular business hours of the office of the clerk of the board of county commissioners. The notice of proposed enactment shall state the date, time, and place of the meeting; the title or titles of proposed ordinances; and the place or places within the county where such proposed ordinances may be inspected by the public. The notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

The proof of publication is included herein as Attachment E.

## **VI. ATTACHMENTS**

- Attachment A: Ordinance 2019-3
- Attachment B: Proposed Ordinance dissolving the Oak Stone East CDD
- Attachment C: Petition to Dissolve Oak Stone East CDD
- Attachment D: Official List of Special Districts Online
- Attachment E: Proof of Publication

## **VII. FINDINGS AND CONCLUSIONS**

Based upon the information contained in this Development Review Report, the following findings of fact and conclusions of law are offered:

1. A Petition for Dissolution of the Oak Stone East Community Development District and the associated filing fee has been filed with the Development Department. The Development Director concludes the petition and fee are in conformance with legal requirements for petition filing.
2. The LDR requires the application or petition be complete. The Development Director concludes the petition is complete and has been processed in conformance with legal requirements.
3. The Development Director finds the petition was distributed to the DRC for review and comments. Thus, it is concluded the petition has been processed in conformance with LDR Section 20-1497(b).
4. The Development Director finds this document is the required written Development Review Report on the petition and the petition has been scheduled for the June 23, 2026 Board of County Commission hearing. Thus, the Development Director concludes the application has been processed in conformance with requirements.
5. The due public notice requirements in Chapter 190 have been satisfied.

## **VIII.ALTERNATIVE ACTIONS**

The Board of County Commissioners has one of the following alternative actions at its disposal:

- A. Enter into the record the Development Review Report and all other substantial competent evidence presented at the hearing, adopt the findings and conclusions contained herein and adopt the proposed Ordinance.
- B. Enter into the record the Development Review Report and all other substantial competent evidence presented at the hearing, amend the findings and conclusions contained herein deny the proposed Ordinance.
- C. Enter into the record the Development Review Report and all other substantial competent evidence presented at the hearing, amend the findings and conclusions contained herein to support any necessary conditions, and adopt the proposed Ordinance with conditions.
- D. Enter into the record the Development Review Report and all other substantial competent evidence presented at the hearing, identify any additional data and analysis needed to support the proposed Ordinance, and table the action for up to six months in order to allow staff time to provide the identified data and analysis needed to make an informed decision on the proposed Ordinance.

2019-3      An Ordinance establishing the Oak Stone East Community Development District.

Adopted January 22, 2019

**ORDINANCE NO. 2019-   3**

**AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA ESTABLISHING THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; GRANTING SPECIAL POWERS; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Oak Stone, LLC, a Florida limited liability company ("Petitioner") has filed a Petition with the Board of County Commissioners of Desoto County, Florida ("County"), a political subdivision of the State of Florida, to adopt an ordinance establishing the Oak Stone East Community Development District ("District"), pursuant to Chapter 190, Fla. Stat., and designating the real property described in **Exhibit A**, attached hereto, as the area of land for which the District is authorized to manage and finance basic service delivery; and

**WHEREAS**, the District will constitute a timely, efficient, effective, responsive and economic method of delivering community development services in the area described in Exhibit A, which the County is currently not able to provide at a level and quality needed to service the District, thereby assisting the County's planning, management and financing needs for the delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

**WHEREAS**, the County has held a public hearing on the Petition in accordance with the requirements and procedures of Sections 190.005(1)(d) and (2)(b) Fla. Stat.; and

**WHEREAS**, the County has considered the record of the public hearing and the factors set forth in Sections 190.005(1)(e) and (2)(c), Fla. Stat.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, THAT:**

**SECTION 1. FINDINGS OF FACT.** The County hereby finds and states that:

1. The "WHEREAS" clauses stated above are adopted as findings of fact in support of this Ordinance;
2. All statements contained in the Petition are true and correct;
3. The creation of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the County's Comprehensive Plan;

4. The area of land within the proposed District is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated community;

5. The creation of the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District;

6. The proposed community development services and facilities to be provided by the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; specifically, the District will not supply or take any action inconsistent with the County's sole and exclusive right to provide and supply water, wastewater and garbage service within the District, unless expressly approved by the County, or impact, interfere with or limit the County's authority to levy taxes and special assessments within the District; and

7. The area that will be served by the District is amenable to separate, special-district government.

## **SECTION 2. CONCLUSIONS OF LAW.**

1. This proceeding is governed by Chapter 190, Fla. Stat.;
2. The County has jurisdiction pursuant to Section 190.005(2), Fla. Stat.; and
3. The granting of the Petition complies with the dictates of Chapter 190, Fla. Stat.
4. The District shall not have and may not exercise any general police powers including without limitation law enforcement, fire and emergency management, zoning, code enforcement and land development powers, unless approved and authorized by the County.

**SECTION 3. CREATION, BOUNDARIES AND POWERS.** There is hereby created the **Oak Stone East Community Development District** for the area of land described in **Exhibit A**, attached hereto, which shall exercise the powers of Sections 190.011, and 190.012(1), Fla. Stat., as well as the powers of Section 190.012(2)(a) and (d), Fla. Stat., and which shall operate in accordance with the uniform community development district charter as set forth in Sections 190.006-190.041, Fla. Stat., including the special powers provided under Section 190.012(1), Fla. Stat., and the powers of Section 190.012(2)(a) and (d), Fla. Stat.

**SECTION 4. INITIAL BOARD.** The following five persons are designated as the initial members of the Board of Supervisors:

1. Michael Lawson
2. Doug Draper
3. Lori Price
4. Sonia Valentin

5. Christie Ray

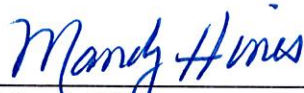
**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be effective immediately upon receipt of acknowledgment that a copy of this Ordinance has been filed with the Secretary of State.

**SECTION 6. SEVERABILITY.** If any section, subsection, sentence, clause, provision, or other part of this Ordinance is held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

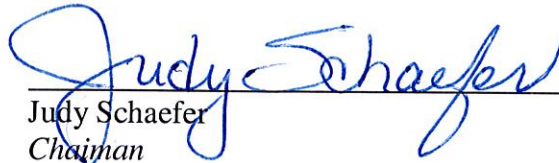
**PASSED and ADOPTED** this 22<sup>nd</sup> day of January, 2019.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**



Mandy Hines  
County Administrator



Judy Schaefer  
Chairman

Approved as to form and legal sufficiency.



Donald D. Conn  
County Attorney

**EXHIBIT A**  
**OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT**



Professional Engineers, Planners & Land Surveyors

DESCRIPTION OF A PARCEL OF LAND  
LYING IN SECTIONS 29 AND 30, T-39-S, R-23-E,  
DESOTO COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 29 AND 30, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID SECTION 30; THENCE N.00°04'04"E., ALONG THE WEST LINE OF SAID SECTION 30, FOR 2187.73 FEET TO THE NORTHWESTERLY LINE OF THE FORMER SEABOARD COASTLINE RAILROAD; THENCE N.51°13'10"E., ALONG THE NORTHWESTERLY LINE OF SAID FORMER SEABOARD COASTLINE RAILROAD, FOR 4985.45 FEET TO THE NORTH LINE OF SAID SECTION 30; THENCE N.89°58'42"E., ALONG THE NORTH LINE OF SAID SECTION 30, FOR 1423.09 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30; THENCE S.89°37'05"E., ALONG THE NORTH LINE OF SAID SECTION 29, FOR 141.73 FEET TO THE POINT OF BEGINNING; THENCE S.89°37'05"E. FOR 4844.26 FEET TO THE WESTERLY RIGHT-OF-WAY OF KING'S HIGHWAY, COUNTY ROAD 769; THENCE S.26°09'57"W., ALONG THE WESTERLY RIGHT-OF-WAY OF KING'S HIGHWAY, FOR 149.46 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY FOR THE FOLLOWING SIX CALLS: N.63°47'29"W. FOR 2.11 FEET; THENCE S.27°09'49"W. FOR 300.04 FEET; THENCE S.26°58'16"W. FOR 526.05 FEET; THENCE S.29°13'32"W. FOR 74.10 FEET; THENCE S.63°47'29"E. FOR 17.90 FEET; THENCE S.26°12'31"W. FOR 1236.72 FEET TO THE NORTH LINE OF 33<sup>RD</sup> AVENUE AS SHOWN ON THE PLAT OF UNIT A PLATTSBURG SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 20, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA; THENCE S.89°36'41"W., ALONG THE NORTH LINE OF SAID 33<sup>RD</sup> AVENUE, FOR 681.34 FEET TO THE WEST LINE OF RAINEY STREET PER SAID PLAT OF UNIT A PLATTSBURG SUBDIVISION; THENCE S.00°06'23"W., ALONG SAID WEST LINE OF RAINEY STREET, FOR 320.01 FEET TO THE SOUTH LINE OF 32<sup>ND</sup> AVENUE AS SHOWN ON SAID PLAT OF UNIT A PLATTSBURG SUBDIVISION; THENCE N.89°36'41"E., ALONG SAID SOUTH LINE OF 32<sup>ND</sup> AVENUE, FOR 523.88 FEET TO SAID WEST LINE OF KING'S HIGHWAY; THENCE S.26°12'31"W, ALONG SAID WEST LINE OF KING'S HIGHWAY, FOR 305.60 FEET; THENCE N.89°53'13"W. FOR 799.32 FEET; THENCE S.00°01'32"E. FOR 520.00 FEET; THENCE N.89°53'13"W. FOR 2883.46 FEET; THENCE N.89°15'48"W. FOR 1546.49 FEET; THENCE N.22°32'40"W. FOR 92.49 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 27°59'55", CHORD BEARING N.36°32'37"W., CHORD DISTANCE OF 12.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 12.22 FEET; THENCE N.50°32'35"W. FOR 47.33 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 53°41'58", CHORD BEARING N.77°23'34"W., CHORD DISTANCE OF 22.58 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 23.43 FEET; THENCE S.75°45'27"W. FOR 14.29 FEET; THENCE N.12°10'41"W. FOR 14.15 FEET; THENCE N.52°01'00"W. FOR 40.83 FEET; THENCE N.64°10'05"W. FOR 50.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, DELTA ANGLE OF 47°51'26", CHORD BEARING N.88°05'48"W., CHORD DISTANCE OF 24.34 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 25.06 FEET; THENCE S.67°58'29"W. FOR 53.45 FEET; THENCE N.88°18'58"W. FOR 45.77 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 584.00 FEET, DELTA ANGLE OF 22°27'53", CHORD BEARING N.38°17'23"E., CHORD DISTANCE OF 227.51 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 228.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, DELTA ANGLE OF 40°32'54", CHORD BEARING N.47°19'54"E., CHORD DISTANCE OF 124.74 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 127.39 FEET; THENCE N.67°36'21"E. FOR 15.28 FEET; THENCE N.22°23'39"W. FOR

SHEET 1 OF 9  
NOT VALID WITHOUT ACCOMPANYING SHEETS 2,3,4,5,6,7,8, AND 9 OF 9

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120.00 FEET; THENCE N.67°36'21"E. FOR 97.40 FEET; THENCE N.22°23'39"W. FOR 64.00 FEET; THENCE N.67°36'21"E. FOR 524.74 FEET; THENCE N.22°23'39"W. FOR 223.82 FEET TO POINT "A"; THENCE N.31°29'27"E. FOR 49.49 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 42°06'58", CHORD BEARING N.10°25'58"E., CHORD DISTANCE OF 17.97 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 18.38 FEET; THENCE N.10°37'31"W. FOR 18.02 FEET; THENCE N.40°06'59"E. FOR 33.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 24°17'20", CHORD BEARING N.27°58'19"E., CHORD DISTANCE OF 10.52 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 10.60 FEET; THENCE N.15°49'39"E. FOR 55.49 FEET; THENCE N.29°45'31"E. FOR 11.04 FEET; THENCE N.83°53'16"E. FOR 37.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, DELTA ANGLE OF 54°40'37", CHORD BEARING N.56°32'58"E., CHORD DISTANCE OF 27.55 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 28.63 FEET; THENCE N.29°12'39"E. FOR 29.43 FEET; THENCE N.54°55'49"E. FOR 91.92 FEET; THENCE N.56°29'03"E. FOR 93.29 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 21°09'29", CHORD BEARING N.45°54'18"E., CHORD DISTANCE OF 9.18 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 9.23 FEET; THENCE N.35°19'34"E. FOR 113.79 FEET; THENCE N.22°50'42"E. FOR 41.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, DELTA ANGLE OF 40°18'48", CHORD BEARING N.02°41'18"E., CHORD DISTANCE OF 20.68 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 21.11 FEET; THENCE N.17°28'06"W. FOR 124.69 FEET; THENCE N.19°41'32"E. FOR 79.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 195.00 FEET, DELTA ANGLE OF 57°46'26", CHORD BEARING N.48°34'45"E., CHORD DISTANCE OF 188.40 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 196.63 FEET; THENCE N.77°27'58"E. FOR 163.24 FEET; THENCE S.60°25'37"E. FOR 38.85 FEET; THENCE S.88°59'12"E. FOR 149.28 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 08°04'03", CHORD BEARING N.86°58'47"E., CHORD DISTANCE OF 2.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 2.82 FEET; THENCE N.82°56'46"E. FOR 63.29 FEET; THENCE S.79°47'44"E. FOR 61.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 21°20'29", CHORD BEARING N.89°32'02"E., CHORD DISTANCE OF 7.41 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 7.45 FEET; THENCE N.78°51'47"E. FOR 82.65 FEET; THENCE S.86°46'38"E. FOR 44.34 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 55°30'48", CHORD BEARING N.65°27'58"E., CHORD DISTANCE OF 18.63 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 19.38 FEET; THENCE N.37°42'34"E. FOR 10.15 FEET; THENCE N.81°21'08"E. FOR 20.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 36°20'11", CHORD BEARING N.63°11'02"E., CHORD DISTANCE OF 12.47 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 12.68 FEET; THENCE N.45°00'57"E. FOR 81.15 FEET; THENCE N.24°09'51"E. FOR 95.10 FEET; THENCE N.55°45'13"E. FOR 30.34 FEET; THENCE S.61°31'03"E. FOR 63.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 62°09'28", CHORD BEARING N.87°24'12"E., CHORD DISTANCE OF 20.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 21.70 FEET; THENCE N.56°19'28"E. FOR 29.07 FEET; THENCE S.70°10'41"E. FOR 28.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 64°25'18", CHORD BEARING N.77°36'40"E., CHORD DISTANCE OF 26.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 28.11 FEET; THENCE N.45°24'01"E. FOR 66.44 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 57°01'05", CHORD BEARING N.16°53'29"E., CHORD DISTANCE OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 24.88 FEET; THENCE N.11°37'04"W. FOR 55.77 FEET; THENCE N.50°21'31"W. FOR 82.24 FEET; THENCE S.81°22'03"W. FOR 44.45 FEET; THENCE N.29°43'57"W. FOR 12.97 FEET; THENCE N.00°23'34"W. FOR 82.39 FEET; THENCE N.13°44'37"E. FOR 51.25 FEET; THENCE N.32°11'08"E. FOR 42.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 39°45'17", CHORD BEARING N.12°18'29"E., CHORD DISTANCE OF 17.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 17.35 FEET; THENCE N.07°34'10"W. FOR 76.98 FEET; THENCE N.31°57'32"W. FOR 65.05 FEET; THENCE N.16°00'07"W. FOR 102.74 FEET; THENCE N.30°58'40"W. FOR 34.63 FEET; THENCE N.06°31'24"W. FOR 28.28 FEET; THENCE N.55°54'01"W. FOR 17.04 FEET; THENCE N.29°39'07"E. FOR 46.47 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA

SHEET 2 OF 9  
NOT VALID WITHOUT ACCOMPANYING SHEETS 1,3,4,5,6,7,8, AND 9 OF 9

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ANGLE OF 73°18'14", CHORD BEARING N.07°00'00"W., CHORD DISTANCE OF 29.85 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 31.98 FEET; THENCE N.43°39'07"W. FOR 29.48 FEET; THENCE N.08°13'02"W. FOR 58.61 FEET; THENCE N.30°01'56"W. FOR 30.84 FEET; THENCE N.00°10'50"E. FOR 191.04 FEET; THENCE N.41°12'06"E. FOR 14.11 FEET; THENCE N.25°54'22"E. FOR 93.82 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

FROM THE AFOREMENTIONED POINT "A"; THENCE N.79°54'21"E. FOR 225.33 FEET TO THE POINT OF BEGINNING; THENCE S.38°14'39"E. FOR 119.05 FEET; THENCE N.52°01'39"E. FOR 238.91 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, DELTA ANGLE OF 21°12'57", CHORD BEARING N.41°25'10"E., CHORD DISTANCE OF 110.45 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 111.09 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, DELTA ANGLE OF 46°39'17", CHORD BEARING N.54°08'20"E., CHORD DISTANCE OF 91.08 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 93.64 FEET; THENCE N.77°27'58"E. FOR 249.44 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 392.00 FEET, DELTA ANGLE OF 42°52'57", CHORD BEARING N.56°01'30"E., CHORD DISTANCE OF 286.59 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 293.39 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 02°16'54", CHORD BEARING S.27°15'58"W., CHORD DISTANCE OF 1.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 1.00 FEET; THENCE S.26°07'30"W. FOR 38.11 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 26°07'30", CHORD BEARING S.13°03'45"W., CHORD DISTANCE OF 11.30 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 11.40 FEET; THENCE S.00°00'00"E. FOR 21.02 FEET; THENCE S.28°49'39"W. FOR 11.44 FEET; THENCE S.22°09'11"W. FOR 27.51 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 47°58'42", CHORD BEARING S.01°50'10"E., CHORD DISTANCE OF 20.33 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 20.93 FEET; THENCE S.25°49'31"E. FOR 41.42 FEET; THENCE S.16°29'40"E. FOR 23.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 23°34'05", CHORD BEARING S.28°16'42"E., CHORD DISTANCE OF 10.21 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 10.28 FEET; THENCE S.40°03'45"E. FOR 53.60 FEET; THENCE S.11°33'10"E. FOR 42.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, DELTA ANGLE OF 114°21'10", CHORD BEARING S.68°43'46"E., CHORD DISTANCE OF 50.42 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 59.88 FEET; THENCE N.54°05'39"E. FOR 8.42 FEET; THENCE S.39°10'50"E. FOR 8.11 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 65°30'44", CHORD BEARING S.71°56'12"E., CHORD DISTANCE OF 27.05 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 28.59 FEET; THENCE N.75°18'26"E. FOR 67.36 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 28°11'09", CHORD BEARING N.61°12'51"E., CHORD DISTANCE OF 12.17 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 12.30 FEET; THENCE N.47°07'17"E. FOR 10.25 FEET; THENCE S.57°21'20"E. FOR 2.48 FEET; THENCE N.88°21'51"E. FOR 15.28 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 41°13'30", CHORD BEARING N.67°45'06"E., CHORD DISTANCE OF 17.60 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 17.99 FEET; THENCE N.47°08'21"E. FOR 26.34 FEET; THENCE N.40°10'24"E. FOR 21.92 FEET; THENCE S.10°34'34"E. FOR 46.96 FEET; THENCE S.06°45'05"W. FOR 96.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, DELTA ANGLE OF 11°38'57", CHORD BEARING S.00°55'37"W., CHORD DISTANCE OF 79.16 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 79.29 FEET; THENCE S.04°53'52"E. FOR 61.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET, DELTA ANGLE OF 22°50'46", CHORD BEARING S.16°19'15"E., CHORD DISTANCE OF 194.09 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 195.38 FEET; THENCE S.27°44'38"E. FOR 199.00 FEET; THENCE N.62°15'22"E. FOR 120.00 FEET; THENCE S.27°44'38"E. FOR 118.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, DELTA ANGLE OF 50°09'51", CHORD BEARING S.02°39'43"E., CHORD DISTANCE OF 144.13

SHEET 3 OF 9

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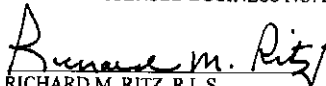
FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 148.84 FEET; THENCE S.22°25'13"W. FOR 97.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 85°07'49", CHORD BEARING S.64°59'07"W., CHORD DISTANCE OF 33.82 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 37.15 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 564.00 FEET, DELTA ANGLE OF 18°48'16", CHORD BEARING N.81°51'07"W., CHORD DISTANCE OF 184.28 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 185.11 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET, DELTA ANGLE OF 62°38'00", CHORD BEARING N.59°56'15"W., CHORD DISTANCE OF 436.60 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 459.13 FEET; THENCE N.28°37'15"W. FOR 341.28 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 332.00 FEET, DELTA ANGLE OF 83°46'24", CHORD BEARING N.70°30'27"W., CHORD DISTANCE OF 443.33 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 485.42 FEET; THENCE S.67°36'21"W. FOR 203.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 90°00'00", CHORD BEARING N.67°23'39"W., CHORD DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 39.27 FEET; THENCE N.22°23'39"W. FOR 134.07 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 56°41'02", CHORD BEARING N.05°56'52"E., CHORD DISTANCE OF 18.99 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 19.79 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 30 AS BEARING N.00°04'04"E.

CONTAINING 14,375,189 SQUARE FEET OR 330.01 ACRES MORE OR LESS.

BANKS ENGINEERING  
FLORIDA LICENSED BUSINESS NO. LB6690

SEPTEMBER 24, 2018

  
RICHARD M. RITZ, R.L.S.  
REGISTERED LICENSED SURVEYOR  
FLORIDA CERTIFICATION NO. 4009

SHEET 4 OF 9

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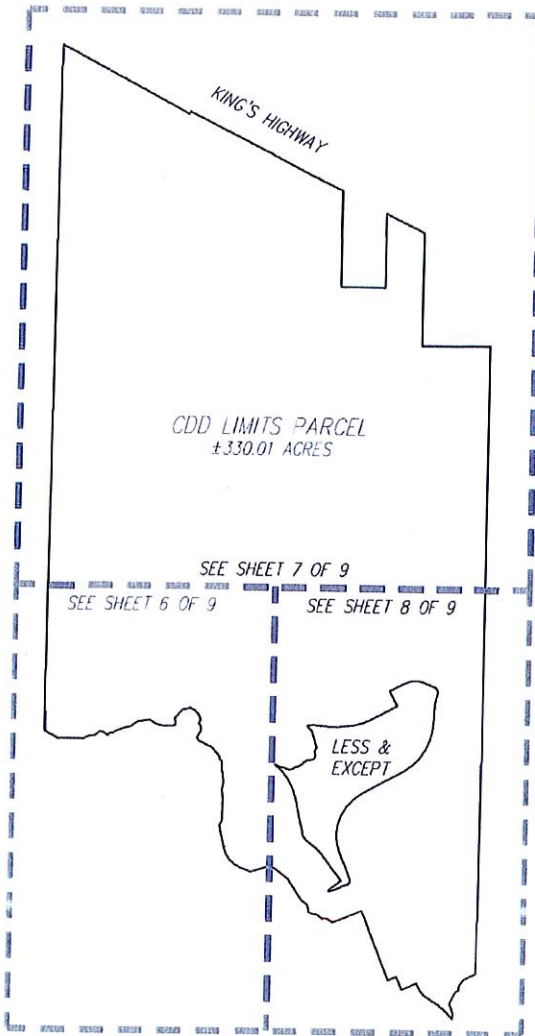
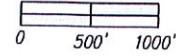
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NOTE:  
 BEARINGS BASED ON THE WEST LINE  
 OF SECTION 30, TOWNSHIP 39 SOUTH  
 RANGE 23 EAST, AS BEING N00°04'04"E.

# KEY MAP



1" = 1000'



LEGEND  
 R/W RIGHT OF WAY  
 L2 LINE 2 - SEE TABLE  
 C2 CURVE 2 - SEE TABLE

NOT VALID WITHOUT ACCOMPANYING SHEETS 2,3,4,5,6,7,8 AND 9 OF 9

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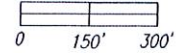
SKETCH TO ACCOMPANY DESCRIPTION  
**CDD LIMITS**  
 DESOTO COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DRAWN	CHECKED	SCALE	SHEET OF	FILE NO. (S-1-10)
09/24/18	3682	CDD-SK	DDB	BAC	1"=1000'	5 9	29/00-11-23

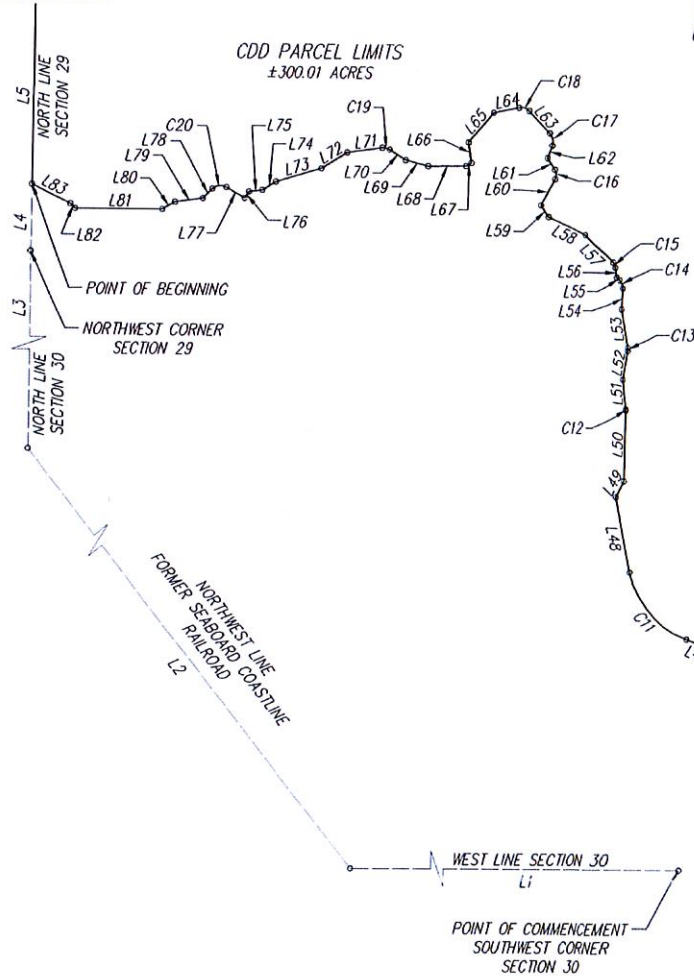
NOTE:  
 BEARINGS BASED ON THE WEST LINE  
 OF SECTION 30, TOWNSHIP 39 SOUTH  
 RANGE 23 EAST, AS BEING N00°04'04"E.



1" = 300'



SEE SHEET 7 OF 9



**LEGEND**

- R/W RIGHT OF WAY
- L2 LINE 2 - SEE TABLE
- C2 CURVE 2 - SEE TABLE

NOT VALID WITHOUT ACCOMPANYING SHEETS 1,2,3,4,5,7,8 AND 9 OF 9

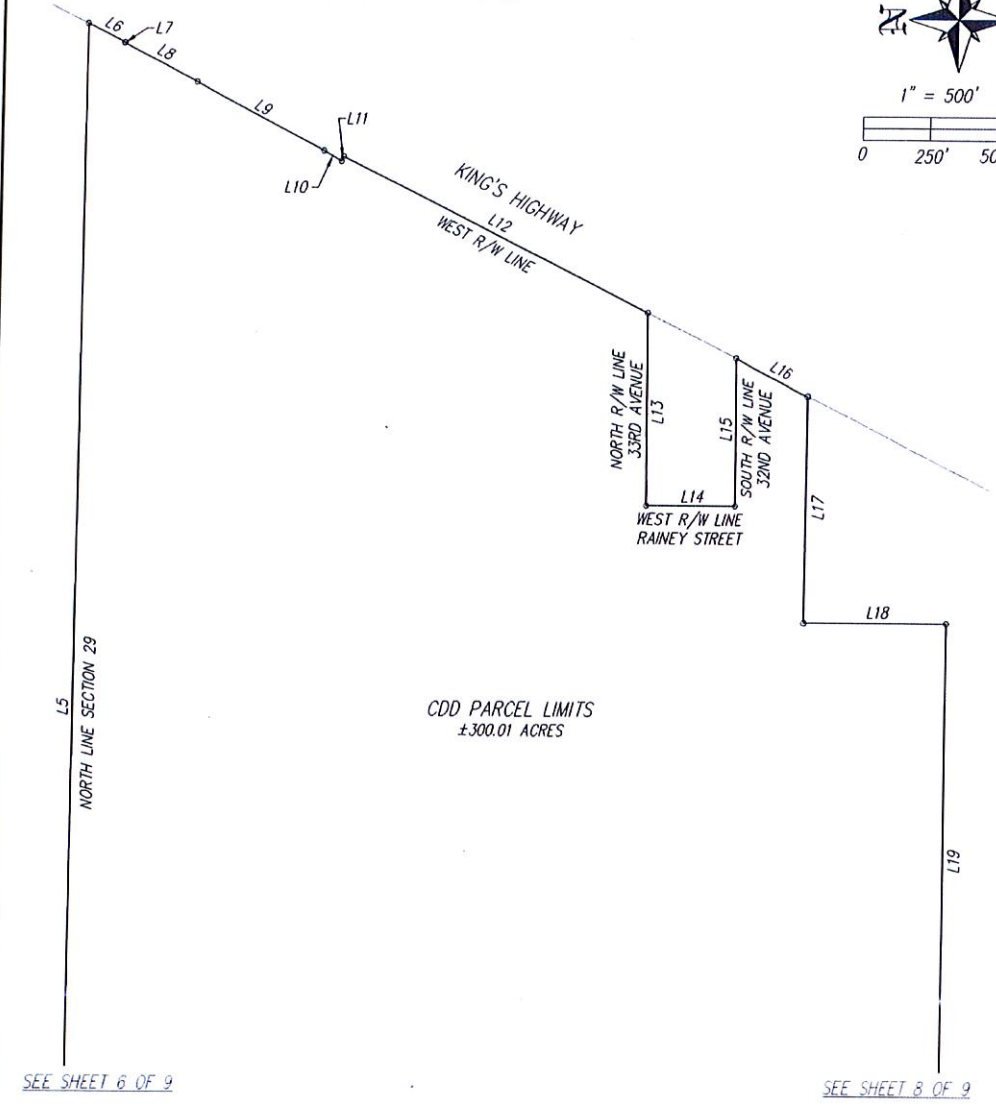
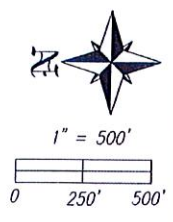
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SKETCH TO ACCOMPANY DESCRIPTION  
**CDD LIMITS**  
 DESOTO COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DRAWN	CHECKED	SCALE	SHEET OF	FILE NO. (S-F-R)
09/24/18	3682	CDD-SK	DOB	BUC	1"=300'	6 9	29/30-11-23

NOTE:  
 BEARINGS BASED ON THE WEST LINE OF SECTION 30,  
 TOWNSHIP 39 SOUTH, RANGE 23 EAST, AS BEING N00°04'04"E.



**LEGEND**  
 R/W RIGHT OF WAY  
 L2 LINE 2 - SEE TABLE  
 C2 CURVE 2 - SEE TABLE

NOT VALID WITHOUT ACCOMPANYING SHEETS 1,2,3,4,5,6,8 AND 9 OF 9

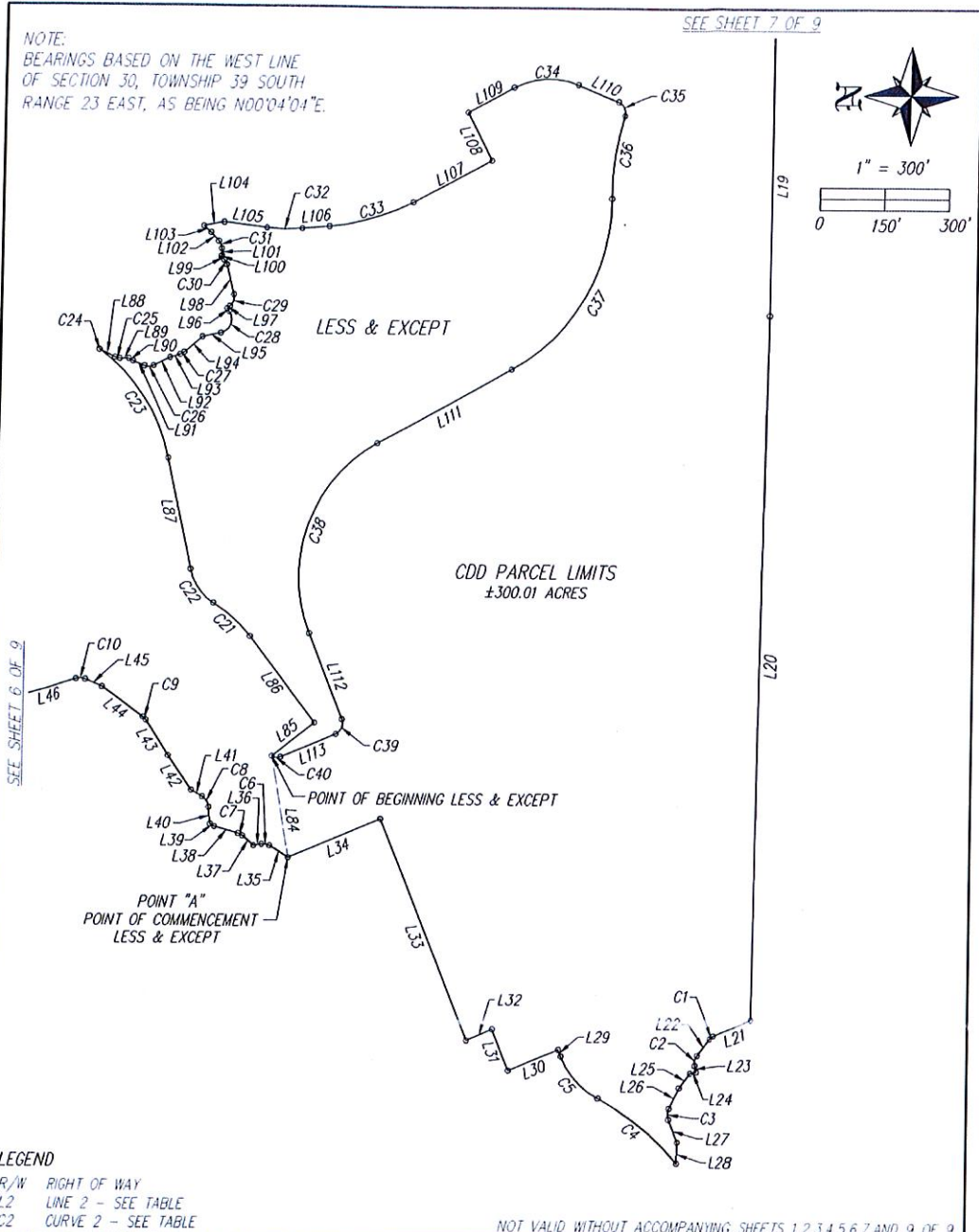
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SKETCH TO ACCOMPANY DESCRIPTION							
CDD LIMITS							
DESOTO COUNTY, FLORIDA							
DATE	PROJECT	DRAWING	DRAWN	CHECKED	SCALE	SHEET OF	FILE NO. (S-F-R)
09/24/18	3682	CDD-SK	DOB	BAC	1"=500'	7 9	29/10-11-21

NOTE:  
 BEARINGS BASED ON THE WEST LINE  
 OF SECTION 30, TOWNSHIP 39 SOUTH  
 RANGE 23 EAST, AS BEING N00°04'04"E.

SEE SHEET 7 OF 9



LEGEND  
 R/W RIGHT OF WAY  
 L2 LINE 2 - SEE TABLE  
 C2 CURVE 2 - SEE TABLE

NOT VALID WITHOUT ACCOMPANYING SHEETS 1,2,3,4,5,6,7, AND 9 OF 9

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SKETCH TO ACCOMPANY DESCRIPTION							
CDD LIMITS							
DESOTO COUNTY, FLORIDA							
DATE	PROJECT	DRAWING	DRAWN	CHECKED	SCALE	SHEET OF	FILE NO. (S-I-R)
09/24/18	3682	CDD-SK	DOB	B.K.	1"=300'	8 9	29/30-41-23

NOTE:  
 BEARINGS BASED ON THE WEST LINE OF SECTION 30.  
 TOWNSHIP 39 SOUTH, RANGE 23 EAST, AS BEING N00°04'04"E.

CURVE TABLE					
CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	25.00'	12.22'	12.10'	N 36°32'37" W	27°59'55"
C2	25.00'	23.43'	22.58'	N 77°23'34" W	53°41'58"
C3	30.00'	25.06'	24.34'	N 88°05'48" W	47°51'26"
C4	584.00'	228.98'	227.51'	N 38°17'23" E	22°27'53"
C5	180.00'	127.39'	124.74'	N 47°19'54" E	40°32'54"
C6	25.00'	18.38'	17.97'	N 10°25'58" E	42°06'58"
C7	25.00'	10.60'	10.52'	N 27°58'19" E	24°17'20"
C8	30.00'	28.63'	27.55'	N 56°32'58" E	54°40'37"
C9	25.00'	9.23'	9.18'	N 45°54'18" E	21°09'29"
C10	30.00'	21.11'	20.68'	N 02°41'18" E	40°18'48"
C11	195.00'	196.63'	188.40'	N 48°34'45" E	57°46'26"
C12	20.00'	2.82'	2.81'	N 86°58'47" E	8°04'03"
C13	20.00'	7.45'	7.41'	N 89°32'02" E	21°20'29"
C14	20.00'	19.38'	18.63'	N 65°27'58" E	55°30'48"
C15	20.00'	12.68'	12.47'	N 63°11'02" E	36°20'11"
C16	20.00'	21.70'	20.65'	N 87°24'12" E	62°09'28"
C17	25.00'	28.11'	26.65'	N 77°36'40" E	64°25'18"
C18	25.00'	24.88'	23.86'	N 16°53'29" E	57°01'05"
C19	25.00'	17.35'	17.00'	N 12°18'29" E	39°45'17"
C20	25.00'	31.98'	29.85'	N 07°00'00" W	73°18'14"
C21	300.00'	111.09'	110.45'	N 41°25'10" E	21°12'57"
C22	115.00'	93.64'	91.08'	N 54°08'20" E	46°39'17"
C23	392.00'	293.39'	286.59'	N 56°01'30" E	42°52'57"
C24	25.00'	1.00'	1.00'	S 27°15'58" W	2°16'54"
C25	25.00'	11.40'	11.30'	S 13°03'45" W	26°07'30"
C26	25.00'	20.93'	20.33'	S 01°50'10" E	47°58'42"
C27	25.00'	10.28'	10.21'	S 28°16'42" E	23°34'05"
C28	30.00'	59.88'	50.42'	S 68°43'46" E	114°21'10"
C29	25.00'	28.59'	27.05'	S 71°56'12" E	65°30'44"
C30	25.00'	12.30'	12.17'	N 61°12'51" E	28°11'09"
C31	25.00'	17.99'	17.60'	N 67°45'06" E	41°13'30"
C32	390.00'	79.29'	79.16'	S 00°55'37" W	11°38'57"
C33	490.00'	195.38'	194.09'	S 16°19'15" E	22°50'46"
C34	170.00'	148.84'	144.13'	S 02°39'43" E	50°09'51"
C35	25.00'	37.15'	33.82'	S 64°59'07" W	85°07'49"
C36	564.00'	185.11'	184.28'	N 81°51'07" W	18°48'16"
C37	420.00'	459.13'	436.60'	N 59°56'15" W	62°38'00"
C38	332.00'	485.42'	443.33'	N 70°30'27" W	83°46'24"
C39	25.00'	39.27'	35.36'	N 67°23'39" W	90°00'00"
C40	20.00'	19.79'	18.99'	N 05°56'52" E	56°41'02"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°04'04" E	2187.73'
L2	N 51°13'10" E	4985.45'
L3	N 89°58'42" E	1423.09'
L4	S 89°37'05" E	141.73'
L5	S 89°37'05" E	4844.26'
L6	S 26°09'57" W	149.46'
L7	N 63°47'29" W	2.00'
L8	S 27°09'49" W	300.04'
L9	S 26°58'16" W	526.05'
L10	S 29°13'32" W	74.10'
L11	S 63°47'29" E	17.90'
L12	S 26°12'31" W	1236.72'
L13	S 89°36'41" W	681.34'
L14	S 00°06'23" W	320.01'
L15	N 89°36'41" E	523.88'
L16	S 26°12'31" W	305.60'
L17	N 89°53'13" W	799.32'
L18	S 00°01'32" E	520.00'
L19	N 89°53'13" W	2883.46'
L20	N 89°15'48" W	1546.49'
L21	N 22°32'40" W	92.49'
L22	N 50°32'35" W	47.33'
L23	S 75°45'27" W	14.29'
L24	N 12°10'41" W	14.15'
L25	N 52°01'00" W	40.83'
L26	N 64°10'05" W	50.08'
L27	S 67°58'29" W	53.45'
L28	N 88°18'58" W	45.77'
L29	N 67°36'21" E	15.28'
L30	N 22°23'39" W	120.00'
L31	N 67°36'21" E	97.40'
L32	N 22°23'39" W	64.00'
L33	N 67°36'21" E	524.74'
L34	N 22°23'39" W	223.82'
L35	N 31°29'27" E	49.49'
L36	N 10°37'31" W	18.02'
L37	N 40°06'59" E	33.12'
L38	N 15°49'39" E	55.49'
L39	N 29°45'31" E	11.04'
L40	N 83°53'16" E	37.15'
L41	N 29°12'39" E	29.43'
L42	N 54°55'49" E	91.92'
L43	N 56°29'03" E	93.29'
L44	N 35°19'34" E	113.79'
L45	N 22°50'42" E	41.68'
L46	N 17°28'06" W	124.69'
L47	N 19°41'32" E	79.14'
L48	N 77°27'58" E	163.24'
L49	S 60°25'37" E	38.85'
L50	S 88°59'12" E	149.28'
L51	N 82°56'46" E	63.29'
L52	S 79°47'44" E	61.49'
L53	N 78°51'42" E	82.65'
L54	S 86°46'38" E	44.34'
L55	N 37°42'34" E	10.15'
L56	N 81°21'08" E	20.98'
L57	N 45°00'52" E	81.15'

LINE TABLE		
LINE	BEARING	DISTANCE
L58	N 24°09'51" E	95.10'
L59	N 55°45'13" E	30.34'
L60	S 61°31'03" E	63.12'
L61	N 56°19'28" E	29.07'
L62	S 70°10'41" E	28.30'
L63	N 45°24'01" E	66.44'
L64	N 11°37'04" W	55.77'
L65	N 50°21'31" W	82.24'
L66	S 81°22'03" W	44.45'
L67	N 29°43'57" W	12.97'
L68	N 00°23'34" W	82.39'
L69	N 13°44'31" E	51.25'
L70	N 32°11'08" E	42.12'
L71	N 07°34'10" W	76.98'
L72	N 31°57'32" W	65.05'
L73	N 16°00'07" W	102.74'
L74	N 30°58'40" W	34.63'
L75	N 06°31'24" W	28.28'
L76	N 55°54'01" W	17.04'
L77	N 29°39'07" E	46.47'
L78	N 43°39'07" W	29.48'
L79	N 08°13'02" W	58.61'
L80	N 30°01'56" W	30.84'
L81	N 00°10'50" E	191.04'
L82	N 41°12'06" E	14.11'
L83	N 25°54'22" E	93.82'
L84	N 79°54'21" E	225.33'
L85	S 38°14'39" E	119.05'
L86	N 52°01'39" E	238.91'
L87	N 77°27'58" E	249.44'
L88	S 26°07'30" W	38.11'
L89	S 00°00'00" E	21.02'
L90	S 28°49'39" W	11.44'
L91	S 22°09'11" W	27.51'
L92	S 25°49'31" E	41.42'
L93	S 16°29'40" E	23.63'
L94	S 40°03'45" E	53.60'
L95	S 11°33'10" E	42.75'
L96	N 54°05'39" E	8.42'
L97	S 39°10'50" E	8.11'
L98	N 75°18'26" E	67.36'
L99	N 47°07'17" E	10.25'
L100	S 57°21'20" E	2.48'
L101	N 88°21'51" E	15.28'
L102	N 47°08'21" E	26.34'
L103	N 40°10'24" E	21.92'
L104	S 10°34'34" E	46.96'
L105	S 06°45'05" W	96.76'
L106	S 04°53'52" E	61.94'
L107	S 27°44'38" E	199.00'
L108	N 62°15'22" E	120.00'
L109	S 27°44'38" E	118.34'
L110	S 22°25'13" W	97.59'
L111	N 28°37'15" W	341.28'
L112	S 67°36'21" W	203.24'
L113	N 22°23'39" W	134.07'

LEGEND  
 L2 LINE 2-SEE TABLE  
 C2 CURVE 2-SEE TABLE

NOT VALID WITHOUT ACCOMPANYING SHEETS 1,2,3,4,5,6,7,AND 8 OF 9



Professional Engineers,  
 Planners & Land Surveyors  
 4161 TAMiami TRAIL - BLDG 5 UNIT 501  
 PORT CHARLOTTE, FLORIDA 33952  
 PHONE: (941)625-1165 FAX: (941)625-1149

SKETCH TO ACCOMPANY DESCRIPTION							
CDD LIMITS							
DESOTO COUNTY, FLORIDA							
DATE	PROJECT	DRAWING	DRAWN	DESIGNED	SCALE	SHEET OF	FILE NO. (P-T-R)
09/24/18	3682	CDD-SK	DDG	BJC	N/A	9 9	29/30-41-23



## FLORIDA DEPARTMENT *of* STATE

**RON DESANTIS**  
Governor

**MICHAEL ERTEL**  
Secretary of State

January 23, 2019

Ms. Jill Kersey  
Office Manager  
Desoto County  
Administration Building, Suite 201  
201 East Oak Street  
Arcadia, Florida 34266

Attention: Leah Feindel

Dear Ms. Kersey:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy for Desoto County Ordinance No. 2019-3, which was filed in this office on January 23, 2019.

Sincerely,

Ernest L. Reddick  
Program Administrator

ELR/lb

**Petition to Dissolve**

**Oak Stone East**

**Community Development District**

**January 29, 2026**

**Submitted by:**  
**STRALEY ROBIN VERICKER**  
**Attorneys at Law**  
**1510 W. Cleveland Street**  
**Tampa, Florida 33606**  
**Telephone: 813-223-9400**  
**Vivek K. Babbar, Esq.**  
[vbabbar@srvlegal.com](mailto:vbabbar@srvlegal.com)  
**Lynn A. Carver, Paralegal**  
[lcarter@srvlegal.com](mailto:lcarter@srvlegal.com)

**Petition to Dissolve  
Oak Stone East  
Community Development District**

Petitioner, the Oak Stone East Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "**District**"), that was established by DeSoto County Ordinance 2019-3, hereby petitions the Board of County Commissioners in DeSoto County, Florida to adopt an ordinance dissolving the District pursuant to section 190.046(10), Florida Statutes in accordance with the District's Resolution 2026-01 attached as **Exhibit "A"**.

Respectively submitted on January 29, 2026.

**Oak Stone East  
Community Development District**



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Vivek K. Babbar  
District Counsel

**Exhibit “A”**  
**Resolution 2026-01**  
**Authorizing Dissolution of the District**

**RESOLUTION NO. 2026-01**

**A RESOLUTION AUTHORIZING THE DISSOLUTION OF THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.046(10), FLORIDA STATUTES AND AUTHORIZING AND DIRECTING THE DISTRICT COUNSEL, DISTRICT MANAGER, CHAIR, AND VICE-CHAIR TO SUBMIT A PETITION TO DISSOLVE THE DISTRICT.**

**WHEREAS**, the Oak Stone East Community Development District (the "**District**") is a local unit of special-purpose government established by Ordinance No. 2019-3 of the DeSoto County (the "**County**") Board of County Commission pursuant to Chapter 190, Florida Statutes;

**WHEREAS**, the District has not constructed any capital improvements, has no operating and maintenance responsibilities, has not levied any non-ad valorem special assessments or issued any bonds, and has no outstanding financial or contractual obligations;

**WHEREAS**, the Board of Supervisors of the District (the "**Board**") has determined it is in the best interests of the property owners within the District to submit a petition to the County to pass a non-emergency ordinance to dissolve the District (the "**Petition**") pursuant to section 190.046(10), Florida Statutes; and

**WHEREAS**, the landowners of property located within the boundaries of the District, concur that the dissolution of the District is in its best interests, and have agreed to fund the costs to dissolve the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

**Section 1. Incorporation of Recitals.** The above recitals are true and correct and incorporated herein as a material part of this resolution.

**Section 2. Authorization to Dissolve the District.** The District Counsel, District Manager, Chair, and Vice-Chair are authorized and directed to submit the Petition to dissolve the District and take any action in any proceeding held in connection with preparing and obtaining the approval of the Petition from the County. Such parties and any other member of the Board are authorized to execute and deliver all other documents necessary or related thereto, and to take all such further and additional actions as are required to carry out the intent of the foregoing. Upon the dissolution of the District, the District Counsel is authorized and directed to record a notice of dissolution in the County's public records.

**Section 3. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**Passed and Adopted on November 13, 2025.**

**Attest:**

**Oak Stone East  
Community Development District**

  
Name: Andette Bruce  
 Secretary /  Assistant Secretary

  
Michael Lawson  
Chair of the Board of Supervisors

**Affidavit of District Manager as to the  
Petition to Dissolve Oak Stone East  
Community Development District**

BEFORE ME, the undersigned authority, this day personally appeared Audette Bruce, who, being first duly sworn, deposes and says:

1. Affiant is over the age of eighteen and has personal knowledge of the facts set forth herein; that they are true and correct.
2. Affiant is an authorized representative of Kai Connected, LLC, a Delaware limited liability company registered to do business in Florida ("Kai"), and is duly authorized to execute this affidavit for and on behalf of Kai.
3. Kai serves as the District Manager for the Oak Stone East Community Development District (the "District").
4. As the District Manager, Kai is responsible for managing the finances of the District and the operations and maintenance activities of the District.
5. The Board of Supervisors of the District has authorized the filing of the *Petition to Dissolve Oak Stone East Community Development District* with DeSoto County, Florida pursuant to District Resolution 2026-01.
6. The District has not constructed any capital improvements within its boundaries.
7. The District has not levied any special assessments or issued any bonds payable from non-ad valorem special assessments.
8. Other than routine accounts payable for professional services that are expected to be paid in the normal course of business and prior to the dissolution of the District, the District has no outstanding financial obligations and the District has no operations and maintenance duties or responsibilities.
9. That I, the undersigned authority, hereby certify that the foregoing is true and correct.

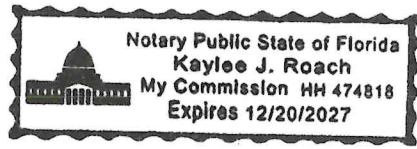
FURTHER AFFIANT SAYETH NAUGHT.

Audette Bruce  
 Name: Audette Bruce  
 Title: District Manager

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence, on January 8<sup>th</sup>, 2026, by Audette Bruce, as District Manager of Kai Connected, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

Kaylee Roach  
Notary Public Signature



Notary Stamp

**ORDINANCE NO. 2026-\_\_\_\_**

**AN ORDINANCE OF DESOTO COUNTY, FLORIDA,  
REPEALING ORDINANCE NO. 2019-3, DISSOLVING THE  
OAK STONE EAST COMMUNITY DEVELOPMENT  
DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of Supervisors of the Oak Stone East Community Development District (the "Petitioner") has petitioned the DeSoto County Board of County Commissioners, DeSoto County, Florida (the "County") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to repeal Ordinance No. 2019-3 and to adopt an ordinance dissolving the Oak Stone East Community Development District (the "District") pursuant to Section 190.046(10), Florida Statutes; and

WHEREAS, the County, in determining whether to dissolve the District, has considered the statements contained in the Petition to Dissolve the Oak Stone East Community Development District (the "Petition") and the Affidavit of the District Manager (the "Affidavit"); and

WHEREAS, the County finds that repealing Ordinance No. 2019-3 and dissolving the District is in the best interest and promotes the health, safety and welfare of the residents of the County.

NOW, THEREFORE, BE IT ORDAINED BY THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA:

Section 1. Recitals. That the recitals above are hereby incorporated as if fully set forth herein.

Section 2. Repeal of Ordinance No. 2019-3 and Dissolution of the District. On November 13, 2025, the Petitioner adopted Resolution 2026-01 requesting the County to dissolve the District pursuant to Section 190.046(10), Florida Statutes. In reliance upon representations made in the Petition and the Affidavit, attached hereto and made a part of, the District has no outstanding financial obligations. In further reliance of the Petition and the Affidavit, the District has no operations or financial duties or responsibilities. Therefore, as requested by the Petitioner with consent given by the landowners within the boundaries of the District, Ordinance No. 2019-3 is hereby repealed and the Oak Stone East Community Development District is hereby dissolved pursuant to Section 190.046(10), Florida Statutes.

Section 3. Effective Date. A certified copy of this ordinance shall be filed in the Office of the Secretary of State by the Clerk of the Board of County Commissioners within ten (10) days after adoption of this ordinance and shall take effect upon filing.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF DESOTO COUNTY, FLORIDA

By: \_\_\_\_\_  
Nadia K. Daughtrey, DeSoto County Clerk

By: \_\_\_\_\_  
Chairman

# NOTICE OF PUBLIC HEARING

DeSoto County Board of County Commissioners  
To Consider the  
Dissolution of the Oak Stone East Community Development District

**DATE:** \_\_\_\_\_, 2026

**TIME:** 9:00 a.m.

**LOCATION:** Commission Chambers – First Floor  
DeSoto County Administration Building  
201 East Oak Street  
Arcadia, Florida 34266

**[INSERT MAP HERE]**

In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the DeSoto County Board of County Commissioners beginning at 9:00 a.m., or shortly thereafter, on Tuesday, \_\_\_\_\_, 2026, in the Commission Chambers – First Floor, DeSoto County Administration Building located at 201 East Oak Street, Arcadia, Florida 34266, to consider an Ordinance to grant a petition to dissolve the Oak Stone East Community Development District. The title of the proposed Ordinance is as follows:

AN ORDINANCE OF DESOTO COUNTY, FLORIDA, REPEALING  
ORDINANCE NO. 2019-3, DISSOLVING THE OAK STONE EAST  
COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR  
AN EFFECTIVE DATE.

Copies of the petition, the proposed Ordinance and department reports are open to public inspection at the DeSoto County Planning Department, 201 East Oak Street, Suite 204, Arcadia, Florida 34266, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, legal holidays excepted. For further information, please contact, DeSoto County Planning Department, at (863) 993-4806 or by email at [planning@desotobocc.com](mailto:planning@desotobocc.com). Any person interested in obtaining a copy of the petition may do so subject to payment of any and all applicable copy fees.

All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition and the proposed

Ordinance. Any person or affected unit of general-purpose local government, who wishes to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government will need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in this meeting, and those seeking an interpreter, should contact the DeSoto County Administrator's Office by calling (863) 993-4800 at least forty-eight (48) hours prior to the proceedings. If hearing/speech impaired, please call TTY Service at 711.

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

*Publication date: \_\_\_\_\_, 2026 (Business Observe/DeSoto County)*

***Oak Stone East Community Development District***

**Registered Agent's Name:** Mr. Vivek Babbar

**Registered Office Address:** Straley Robin Vericker  
1510 West Cleveland Street  
Tampa, Florida 33606

**Job Title:**

**Telephone:** (813) 223-9400

**Fax:**

**E-Mail:** [vbabbar@svlegal.com](mailto:vbabbar@svlegal.com)

**Website:** [www.oakstoneeastcdd.org](http://www.oakstoneeastcdd.org)

**Active or Inactive:** Active

**Status:** Independent

**County(ies):** DeSoto

**Local Governing Authority:** DeSoto County

**Special Purpose(s):** Community Development

**Date Created / Established:** January 23, 2019

**Creation Documents:** County Ordinance 2019-3

**Statutory Authority:** Chapter 190, Florida Statutes

**Governing Body:** Elected

**Authority to Issue Bonds:** Yes

**Revenue Source:** Assessments

**Most Recent Update:** December 4, 2025

**Creation Method:** Local Ordinance

ORDINANCE NO. 2026-\_\_\_\_\_

**AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS FOR DESOTO COUNTY, FLORIDA, REPEALING ORDINANCE NO. 2019-3, DISSOLVING THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Oak Stone East Community Development District ("Petitioner" or "District") is a local unit of special purpose government established by Ordinance No. 2019-3 of the DeSoto County (the "County") Board of County Commissioners, pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District has filed a Petition with the County pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to repeal Ordinance No. 2019-3 and to adopt an ordinance dissolving the Oak Stone East Community Development District (CDD), pursuant to Chapter 190.046(10), Florida Statutes, for the real property described in **Exhibit A**, attached hereto; and

**WHEREAS**, the District has not constructed any capital improvements, has no operating and maintenance responsibilities, has not levied any non-ad valorem special assessments or issued any bonds, and has no outstanding financial or contractual obligations; and

**WHEREAS**, the Board of Supervisors of the District have determined dissolution is in the best interests of the property owners within the District and authorized the submittal of a petition to the County to pass a non-emergency ordinance to dissolve the District pursuant to Section 190.046(10), Florida Statutes; and

**WHEREAS**, the landowners of property located within the boundaries of the District concur that the dissolution of the District is in its best interests, and agreed to fund the costs of dissolving the District; and

**WHEREAS**, the County, in determining whether to dissolve the District has considered the statements contained in the Petition to Dissolve the Oak Stone East Community Development District (the Petition) and the Affidavit of the District Manager (the Affidavit); and

**WHEREAS**, the County held a public hearing on the Petition to dissolve the CDD in accordance with the requirements and procedures of Section 190.005(1)(d), Florida, Statutes; and

**WHEREAS**, the County has considered the record of the public hearing and the factors set forth in Section 190.005(1)(e), Florida Statutes.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, THAT:**

**Section 1. Legislative findings.** The Board of County Commissioners of DeSoto County, Florida, hereby adopts the "WHEREAS" clauses stated above as legislative findings in support of this Ordinance.

**Section 2. Authority.** This Ordinance is adopted pursuant to Sections 190.046(10) and 125.66, Florida Statutes, and other applicable provisions of law governing county ordinances.

**Section 3. Dissolution.** The District, as established by Ordinance No. 2019-3, is hereby dissolved.

**Section 4. Reliance upon representations.** The dissolution of the District is specifically based upon the representations made in the Petition for Dissolution and particularly the following documents:

a. Oak Stone East Community Development District Resolution 2026-01, attached to the Petition; and

b. Affidavit of District Manager in Support of Petition to Dissolve Oak Stone East Community Development District.

**Section 5. No obligations of county.** It is the intent of the Board to not assume any expenses whatsoever for capital financing, construction, installation, operation or maintenance of any facilities or services of the District.

**Section 6. Repeal of conflicting ordinances.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, including but not limited to Ordinance No. 2019-3, are hereby repealed.

**Section 7. Severability.** If any section, subsection, sentence, clause, provision, or other part of this Ordinance is held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

**Section 8. Effective Date.** This Ordinance shall be effective immediately upon receipt of acknowledgment that a copy of this Ordinance has been filed with the Secretary of State.

**ADOPTED** this 23<sup>rd</sup> day of June, 2026.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**

---

Mandy Hines  
County Administrator

---

Steven Hickox  
Chairman

Approved as to form and legal sufficiency.

---

Valerie Vicente  
County Attorney

**Exhibit "A"**

**OAK STONE EAST  
COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION**

DESCRIPTION OF A PARCEL OF LAND  
LYING IN SECTIONS 29 AND 30, T-39-S, R-23-E,  
DESOTO COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 29 AND 30, TOWNSHIP 39 SOUTH,  
RANGE 23 EAST, DESOTO COUNTY, FLORIDA, BEING FURTHER BOUNDED AND  
DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID SECTION 30; THENCE N.00°04'04"E.,  
ALONG THE WEST LINE OF SAID SECTION 30, FOR 2187.73 FEET TO THE NORTHWESTERLY  
LINE OF THE FORMER SEABOARD COASTLINE RAILROAD; THENCE N.51°13'10"E., ALONG  
THE NORTHWESTERL LINE OF SAID FORMER SEABOARD COASTLINE RAILROAD, FOR  
4985.45 FEET TO THE NORTH LINE OF SAID SECTION 30; THENCE N.89°58'42"E., ALONG THE  
NORTH LINE OF SAID SECTION 30, FOR 1423.09 FEET TO THE NORTHWEST CORNER OF  
SAID SECTION 30; THENCE S.89°37'05"E., ALONG TH NORTH LINE OF SAID SECTION 29, FOR  
141.73 FEET TO THE POINT OF BEGINNING; THENCE S.89°37'05"E. FOR 4844.26 FEET TO THE  
WESTERLY RIGHT-OF-WAY OF KING'S HIGHWAY, COUNTY ROAD 769; THENCE  
S.26°09'57"W., ALONG THE WESTERLY RIGHT-OF-WAY OF KING'S HIGHWAY, FOR 149.46  
FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY FOR THE FOLLOWING  
SIX CALLS: N.63°47'29"W. FOR 2.11 FEET; THENCE S.27°09'49"W. FOR 300.04 FEET; THENCE  
S.26°58'16"W. FOR 526.05 FEET; THENCE S.29°13'32"W. FOR 74.10 FEET; THENCE S.63°47'29"E.  
FOR 17.90 FEET; THENCE S.26°12'31"W. FOR 1236.72 FEET TO THE NORTH LINE OF 33<sup>RD</sup>  
AVENUE AS SHOWN ON THE PLAT OF UNIT A PLATTSBURG SUBDIVISION RECORDED IN  
PLAT BOOK 4, PAGE 20, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA; THENCE  
S.89°36'41"W., ALONG THE NORTH LINE OF SAID 33<sup>RD</sup> AVENUE, FOR 681.34 FEET TO THE  
WEST LINE OF RAINEY STREET PER SAID PLAT OF UNIT A PLATTSBURG SUBDIVISION;  
THENCE S.00°06'23"W., ALONG SAID WEST LINE OF RAINEY STREET, FOR 320.01 FEET TO  
THE SOUTH LINE OF 32<sup>ND</sup> AVENUE AS SHOWN ON SAID PLAT OF UNIT A PLATTSBURG  
SUBDIVISION; THENCE N.89°36'41"E., ALONG SAID SOUTH LINE OF 32<sup>ND</sup> AVENUE, FOR  
523.88 FEET TO SAID WEST LINE OF KING'S HIGHWAY; THENCE S.26°12'31"W, ALONG SAID  
WEST LINE OF KING'S HIGHWAY, FOR 305.60 FEET; THENCE N.89°53'13"W. FOR 799.32  
FEET; THENCE S.00°01'32"E. FOR 520.00 FEET; THENCE N.89°53'13"W. FOR 2883.46 FEET;  
THENCE N.89°15'48"W. FOR 1546.49 FEET; THENCE N.22°32'40"W. FOR 92.49 FEET TO THE  
BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE  
OF 27°59'55", CHORD BEARING N.36°32'37"W., CHORD DISTANCE OF 12.10 FEET; THENCE  
ALONG THE ARC OF SAID CURVE, FOR 12.22 FEET; THENCE N.50°32'35"W. FOR 47.33 FEET  
TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA  
ANGLE OF 53°41'58", CHORD BEARING N.77°23'34"W., CHORD DISTANCE OF 22.58 FEET;  
THENCE ALONG THE ARC OF SAID CURVE, FOR 23.43 FEET; THENCE S.75°45'27"W. FOR  
14.29 FEET; THENCE N.12°10'41"W. FOR 14.15 FEET; THENCE N.52°01'00"W. FOR 40.83 FEET;  
THENCE N.64°10'05"W. FOR 50.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT  
HAVING A RADIUS OF 30.00 FEET, DELTA ANGLE OF 47°51'26", CHORD BEARING  
N.88°05'48"W., CHORD DISTANCE OF 24.34 FEET; THENCE ALONG THE ARC OF SAID  
CURVE, FOR 25.06 FEET; THENCE S.67°58'29"W. FOR 53.45 FEET; THENCE N.88°18'58"W. FOR  
45.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A

RADIUS OF 584.00 FEET, DELTA ANGLE OF 22°27'53", CHORD BEARING N.38°17'23"E., CHORD DISTANCE OF 227.51 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 228.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, DELTA ANGLE OF 40°32'54", CHORD BEARING N.47°19'54"E., CHORD DISTANCE OF 124.74 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 127.39 FEET; THENCE N.67°36'21"E. FOR 15.28 FEET; THENCE N.22°23'39"W. FOR 120.00 FEET; THENCE N.67°36'21"E. FOR 97.40 FEET; THENCE N.22°23'39"W. FOR 64.00 FEET; THENCE N.67°36'21"E. FOR 524.74 FEET; THENCE N.22°23'39"W. FOR 223.82 FEET TO POINT "A"; THENCE N.31°29'27"E. FOR 49.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 42°06'58", CHORD BEARING N.10°25'58"E., CHORD DISTANCE OF 17.97 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 18.38 FEET; THENCE N.10°37'31"W. FOR 18.02 FEET; THENCE N.40°06'59"E. FOR 33.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 24°17'20", CHORD BEARING N.27°58'19"E., CHORD DISTANCE OF 10.52 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 10.60 FEET; THENCE N.15°49'39"E. FOR 55.49 FEET; THENCE N.29°45'31"E. FOR 11.04 FEET; THENCE N.83°53'16"E. FOR 37.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, DELTA ANGLE OF 54°40'37", CHORD BEARING N.56°32'58"E., CHORD DISTANCE OF 27.55 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 28.63 FEET; THENCE N.29°12'39"E. FOR 29.43 FEET; THENCE N.54°55'49"E. FOR 91.92 FEET; THENCE N.56°29'03"E. FOR 93.29 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 21°09'29", CHORD BEARING N.45°54'18"E., CHORD DISTANCE OF 9.18 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 9.23 FEET; THENCE N.35°19'34"E. FOR 113.79 FEET; THENCE N.22°50'42"E. FOR 41.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, DELTA ANGLE OF 40°18'48", CHORD BEARING N.02°41'18"E., CHORD DISTANCE OF 20.68 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 21.11 FEET; THENCE N.17°28'06"W. FOR 124.69 FEET; THENCE N.19°41'32"E. FOR 79.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 195.00 FEET, DELTA ANGLE OF 57°46'26", CHORD BEARING N.48°34'45"E., CHORD DISTANCE OF 188.40 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 196.63 FEET; THENCE N.77°27'58"E. FOR 163.24 FEET; THENCE S.60°25'37"E. FOR 38.85 FEET; THENCE S.88°59'12"E. FOR 149.28 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 08°04'03", CHORD BEARING N.86°58'47"E., CHORD DISTANCE OF 2.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 2.82 FEET; THENCE N.82°56'46"E. FOR 63.29 FEET; THENCE S.79°47'44"E. FOR 61.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 21°20'29", CHORD BEARING N.89°32'02"E., CHORD DISTANCE OF 7.41 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 7.45 FEET; THENCE N.78°51'47"E. FOR 82.65 FEET; THENCE S.86°46'38"E. FOR 44.34 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 55°30'48", CHORD BEARING N.65°27'58"E., CHORD DISTANCE OF 18.63 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 19.38 FEET; THENCE N.37°42'34"E. FOR 10.15 FEET; THENCE N.81°21'08"E. FOR 20.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 36°20'11", CHORD BEARING N.63°11'02"E., CHORD DISTANCE OF 12.47 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 12.68 FEET; THENCE N.45°00'57"E. FOR 81.15 FEET; THENCE N.24°09'51"E. FOR 95.10 FEET; THENCE N.55°45'13"E. FOR 30.34 FEET; THENCE S.61°31'03"E. FOR 63.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 62°09'28", CHORD BEARING N.87°24'12"E., CHORD DISTANCE OF 20.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 21.70 FEET; THENCE N.56°19'28"E. FOR 29.07 FEET; THENCE S.70°10'41"E. FOR 28.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 64°25'18", CHORD BEARING

N.77°36'40"E., CHORD DISTANCE OF 26.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 28.11 FEET; THENCE N.45°24'01"E. FOR 66.44 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 57°01'05", CHORD BEARING N.16°53'29"E., CHORD DISTANCE OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 24.88 FEET; THENCE N.11°37'04"W. FOR 55.77 FEET; THENCE N.50°21'31"W. FOR 82.24 FEET; THENCE S.81°22'03"W. FOR 44.45 FEET; THENCE N.29°43'57"W. FOR 12.97 FEET; THENCE N.00°23'34"W. FOR 82.39 FEET; THENCE N.13°44'37"E. FOR 51.25 FEET; THENCE N.32°11'08"E. FOR 42.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 39°45'17", CHORD BEARING N.12°18'29"E., CHORD DISTANCE OF 17.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 17.35 FEET; THENCE N.07°34'10"W. FOR 76.98 FEET; THENCE N.31°57'32"W. FOR 65.05 FEET; THENCE N.16°00'07"W. FOR 102.74 FEET; THENCE N.30°58'40"W. FOR 34.63 FEET; THENCE N.06°31'24"W. FOR 28.28 FEET; THENCE N.55°54'01"W. FOR 17.04 FEET; THENCE N.29°39'07"E. FOR 46.47 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 73°18'14", CHORD BEARING N.07°00'00"W., CHORD DISTANCE OF 29.85 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 31.98 FEET; THENCE N.43°39'07"W. FOR 29.48 FEET; THENCE N.08°13'02"W. FOR 58.61 FEET; THENCE N.30°01'56"W. FOR 30.84 FEET; THENCE N.00°10'50"E. FOR 191.04 FEET; THENCE N.41°12'06"E. FOR 14.11 FEET; THENCE N.25°54'22"E. FOR 93.82 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

FROM THE AFOREMENTIONED POINT "A"; THENCE N.79°54'21"E. FOR 225.33 FEET TO THE POINT OF BEGINNING; THENCE S.38°14'39"E. FOR 119.05 FEET; THENCE N.52°01'39"E. FOR 238.91 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, DELTA ANGLE OF 21°12'57", CHORD BEARING N.41°25'10"E., CHORD DISTANCE OF 110.45 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 111.09 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, DELTA ANGLE OF 46°39'17", CHORD BEARING N.54°08'20"E., CHORD DISTANCE OF 91.08 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 93.64 FEET; THENCE N.77°27'58"E. FOR 249.44 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 392.00 FEET, DELTA ANGLE OF 42°52'57", CHORD BEARING N.56°01'30"E., CHORD DISTANCE OF 286.59 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 293.39 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 02°16'54", CHORD BEARING S.27°15'58"W., CHORD DISTANCE OF 1.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 1.00 FEET; THENCE S.26°07'30"W. FOR 38.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 26°07'30", CHORD BEARING S.13°03'45"W., CHORD DISTANCE OF 11.30 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 11.40 FEET; THENCE S.00°00'00"E. FOR 21.02 FEET; THENCE S.28°49'39"W. FOR 11.44 FEET; THENCE S.22°09'11"W. FOR 27.51 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 47°58'42", CHORD BEARING S.01°50'10"E., CHORD DISTANCE OF 20.33 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 20.93 FEET; THENCE S.25°49'31"E. FOR 41.42 FEET; THENCE S.16°29'40"E. FOR 23.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 23°34'05", CHORD BEARING S.28°16'42"E., CHORD DISTANCE OF 10.21 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 10.28 FEET; THENCE S.40°03'45"E. FOR 53.60 FEET; THENCE S.11°33'10"E. FOR 42.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, DELTA ANGLE OF 114°21'10", CHORD BEARING S.68°43'46"E., CHORD DISTANCE OF 50.42 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 59.88 FEET; THENCE N.54°05'39"E. FOR 8.42 FEET; THENCE S.39°10'50"E. FOR 8.11 FEET

TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 65°30'44", CHORD BEARING S.71°56'12"E., CHORD DISTANCE OF 27.05 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 28.59 FEET; THENCE N.75°18'26"E. FOR 67.36 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 28°11'09", CHORD BEARING N.61°12'51"E., CHORD DISTANCE OF 12.17 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 12.30 FEET; THENCE N.47°07'17"E. FOR 10.25 FEET; THENCE S.57°21'20"E. FOR 2.48 FEET; THENCE N.88°21'51"E. FOR 15.28 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 41°13'30", CHORD BEARING N.67°45'06"E., CHORD DISTANCE OF 17.60 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 17.99 FEET; THENCE N.47°08'21"E. FOR 26.34 FEET; THENCE N.40°10'24"E. FOR 21.92 FEET; THENCE S.10°34'34"E. FOR 46.96 FEET; THENCE S.06°45'05"W. FOR 96.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, DELTA ANGLE OF 11°38'57", CHORD BEARING S.00°55'37"W., CHORD DISTANCE OF 79.16 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 79.29 FEET; THENCE S.04°53'52"E. FOR 61.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET, DELTA ANGLE OF 22°50'46", CHORD BEARING S.16°19'15"E., CHORD DISTANCE OF 194.09 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 195.38 FEET; THENCE S.27°44'38"E. FOR 199.00 FEET; THENCE N.62°15'22"E. FOR 120.00 FEET; THENCE S.27°44'38"E. FOR 118.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, DELTA ANGLE OF 50°09'51", CHORD BEARING S.02°39'43"E., CHORD DISTANCE OF 144.13 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 148.84 FEET; THENCE S.22°25'13"W. FOR 97.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 85°07'49", CHORD BEARING S.64°59'07"W., CHORD DISTANCE OF 33.82 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 37.15 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 564.00 FEET, DELTA ANGLE OF 18°48'16", CHORD BEARING N.81°51'07"W., CHORD DISTANCE OF 184.28 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 185.11 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET, DELTA ANGLE OF 62°38'00", CHORD BEARING N.59°56'15"W., CHORD DISTANCE OF 436.60 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 459.13 FEET; THENCE N.28°37'15"W. FOR 341.28 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 332.00 FEET, DELTA ANGLE OF 83°46'24", CHORD BEARING N.70°30'27"W., CHORD DISTANCE OF 443.33 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 485.42 FEET; THENCE S.67°36'21"W. FOR 203.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 90°00'00", CHORD BEARING N.67°23'39"W., CHORD DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 39.27 FEET; THENCE N.22°23'39"W. FOR 134.07 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 56°41'02", CHORD BEARING N.05°56'52"E., CHORD DISTANCE OF 18.99 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 19.79 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE WEST LINE OF SAID SECTION 30 AS BEARING N.00°04'04"E.

CONTAINING 14,375,189 SQUARE FEET OR 330.01 ACRES MORE OR LESS.



# DeSoto County

6/23/2026

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Item #: 10.

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business 6:30 pm  
 Public Hearing Ordinance

**DEPARTMENT:** Planning & Zoning  
**SUBMITTED BY:** Laura McClelland  
**PRESENTED BY:** Misty Servia

**TITLE & DESCRIPTION:**

**Ordinance / Establishing the Oak Stone Community Development District (USE-0231-2026)**

**REQUESTED MOTION:**

**A motion to adopt/deny the proposed ordinance approving the Oak Stone Community Development District (CDD).**

**SUMMARY:**

**The agenda request before the Board of County Commissioners is a proposed Ordinance establishing the Oak Stone Community Development District (CDD). Pursuant to Florida Statutes Section 190.005(2), the Board of County Commissioners the authority to establish at a duly noticed public hearing a Community Development District by ordinance.**

**BACKGROUND:**

**On January 22, 2019, the Board of County Commissioners (Board) adopted Ordinance 2019-3, which established a 330.01 acres Oak Stone East Community Development District, which allowed the district to exercise additional powers to “finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars.” Dissolution of the 2019 CDD (USE-0230-2026) was filed simultaneously with the subject application. Approval of the new CDD (USE-0231-2026) is contingent on the Board’s approval of the dissolution of the current CDD (USE-0230-2026).**

**Without this step, the subject application cannot be considered by the Board.**

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**ITEM #: 10.**

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**DESOTO COUNTY DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**REQUEST:** Community Development District (CDD)

**PROPERTY OWNER:** Oak Stone, LLC  
2502 N. Rocky Point Drive, Suite 1050  
Tampa, Florida 33607

**APPLICANT:** Oak Stone, LLC  
2502 N. Rocky Point Drive, Suite 1050  
Tampa, Florida 33607

**ATTORNEY:** Vivek K. Babbar, Esq.  
Straley Robin Vericker, P.A.  
1510 W. Cleveland Street  
Tampa, Florida 33606

**TOTAL PARCEL SIZE:** 343.90 ±acres

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**DEVELOPMENT REVIEW REPORT**

The agenda request before the Board of County Commissioners is a proposed Ordinance establishing the Oak Stone Community Development District (CDD). The agenda request is before the Board because Florida Statutes Section 190.005(2) grants the Board of County Commissioners the authority to establish at a duly noticed public hearing a Community Development District by ordinance.

On January 22, 2019, the Board of County Commissioners (Board) adopted Ordinance 2019-3, which established a 330.01 acres Oak Stone East Community Development District, which allowed the district to exercise additional powers to “finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for security, including, but not limited to,

guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars.” Dissolution of the 2019 CDD (USE-0230-2026) was filed simultaneously with the subject application. Approval of the new CDD (USE-0231-2026) is contingent on the Board’s approval of the dissolution of the current CDD (USE-0230-2026).

Without this step, the subject application cannot be considered by the Board.

## **I. BACKGROUND**

Since 1980, community development districts (CDDs or “districts”) have been used throughout Florida as cost-effective tools to develop, finance, and manage the infrastructure systems and services needed to support the development of new communities.

A CDD is governed by a Board of Supervisors which is elected initially by the landowners, then begins transitioning to residents of the CDD after six years of operation and there are 250 qualified electors residing within the CDD boundaries. Like all municipal, county, state, and national elections, the Office of the Supervisor of Elections oversees the vote, and CDD Supervisors are subject to state ethics and financial disclosure laws. They basically serve as publicly elected officials. The CDD’s business must be conducted in the “Sunshine,” which means all meetings and records are open to the public. Public hearings are held on CDD assessments, and the CDD’s budget is subject to annual independent audit.

Florida Statutes Section 190.011 provides for the general powers of a CDD. It is a legal entity that has the power and right to enter into contracts; own both real and personal property; adopt by-laws, rules and regulations and orders; sue and be sued; obtain funds by borrowing; issue bonds; and impose assessments and levy taxes on property within the district. Actions against a CDD are subject to the sovereign immunity provisions of section 768.28, Florida Statutes. Section 190.012, Florida Statutes gives special powers of the CDD to a defined set of services and facilities. They are permitted to finance, fund, plan, establish, construct or operate any and all of the following within the district:

- Water management and control;
- Water supply, sewerage, and wastewater management;
- Bridges and culverts;
- District roads and street lights;
- Public transportation and parking;
- Investigation and remediation of environmental contamination;

- Conservation areas, parks and recreational facilities;
- Fire prevention and control;
- School buildings and related structures;
- Security, but not the exercise of any police power;
- Waste collection & disposal; and
- Mosquito control

The cost of operating a CDD is borne by those who benefit from its services. A CDD allows the developer to finance the costs of construction with a CDD bond through tax-free municipal bonds. The property owners in the CDD are then subject to a non-ad valorem assessment, which appears on their annual property tax bill from the county tax collector and may consist of two parts: (1) an annual assessment for operations and maintenance, which can fluctuate up and down from year to year based on the budget adopted for that fiscal year; and (2) an annual capital assessment to repay bonds sold by the CDD to finance community infrastructure and facilities. The bond repayment portion is generally fixed for the term of the bonds.

On July 26<sup>th</sup>, 2005, the Board adopted Ordinance No. 2005-24, which ordinance established the procedures governing the creation of a CDD. This Development Review Report addresses the petition to establish the Oak Stone Community Development District.

## **II. PROPOSED ORDINANCE**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, ESTABLISHING THE OAK STONE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; GRANTING SPECIAL POWERS; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

## **III. DATA & ANALYSIS**

Ordinance No. 2005-24 and Florida Statutes Chapter 190 identifies the requirements for establishing a CDD. Florida Statutes Section 190.004(1) states that this act constitutes the sole authorization for the future establishment of independent community development districts which have any specialized functions and powers provided by this act. Further, Florida Statutes Section 190.005(2) provides the exclusive and uniform

method for the establishment of a community development district of less than 2,500 acres in size. The Development Director finds the size of the proposed Oak Stone CDD is 343.90 ± acres.

**A. Pre-filing requirements.** Florida Statutes Section 190.005(1)(b)1 provides that prior to filing the petition, the petitioner shall pay a filing fee of \$15,000 to the county, if located within an unincorporated area, or to the municipality, if located within an incorporated area, and to each municipality the boundaries of which are contiguous with or contain all or a portion of the land within, the external boundaries of the district. County Ordinance 2005-24, Section 2 requires the same filing fee.

The Development Director finds that a check for the establishment filing fee of \$15,000.00 was processed by the Development Department on February 10, 2026. Thus, the Development Director concludes the petition is in **conformance** with the pre-filing requirements.

**B. Staff review.** The Florida Statutes Chapter 190.005(2)(c) provides that the county commission shall consider the record of the public hearing and the factors set forth in paragraph (1)(e) in making its determination to grant or deny a petition for the establishment of a community development district.

The above-described laws fail to establish guidelines on how the Development Department should internally process such petitions. Consequently, this petition is being processed in a manner similar to other applications.

1. *The LDR requires an application be made in writing by the owner of the property or by the owner's designated agent and be filed with the Development Department.*

The Development Director finds the petition was filed in writing with the Development Department by the owner Oak Stone, LLC and received on February 3, 2026, and it includes the following Exhibits:

- Exhibit A to the Petition, a Location Map/Aerial Map;
- Exhibit B to the Petition, a metes and bounds legal description of the external boundaries of the district (3 pages);
- Exhibit C to the Petition, the written consent to the establishment of the district by the landowner, i.e., Oak Stone, LLC (7 pages);

- Exhibit D to the Petition, Initial Board of Supervisors
- Exhibit E to the Petition, Existing Utilities Map
- Exhibit F to the Petition, Oak Stone CDD list of improvements, estimated costs, financing entity, and operations and maintenance entity list.
- Exhibit G to the Petition, Statement of Estimated Regulatory Costs (15 pages)
- Exhibit H to the Petition, Future Land Use Map

The reference to the petition in this report includes the petition and its exhibits. Based on the above, it is concluded the petition is in **conformance** with the petition filing requirements.

2. *The LDR requires the Development Department to determine if the application/petition is complete. If the application is complete, it shall be accepted and processed for review. The LDR also grants the Department five working days of receipt of an application to determine whether the application is complete.*

The Development Director finds the petition was received February 3, 2026, to the Development Department. Based on the above, it is concluded the application was processed in **conformance** with this requirement.

3. *The LDR has been interpreted to require the Development Department to prepare a draft staff report and inform the developer of any deficiencies.*

The Development Director finds that this Development Review Report with attachments is the required staff report. Thus, it is concluded the application was processed in **conformance** with this requirement.

4. *The LDR has been interpreted to require a duly noticed Board public hearing be held.*

The Board public hearing date is held on the fourth Tuesday of each month and scheduled for June 23, 2026.

**C. Petition filing requirements.** Section 4 of Ordinance No. 2005-24 and Florida Statutes Section 190.005(2)(a) establish the contents of the petition. Florida Statutes Section 190.005(2)(a) provides a petition for the establishment of a

community development district shall be filed by the petitioner with the county commission and shall contain the same information as required in paragraph (1)(a). That paragraph requires the following:

1. *A metes and bounds description of the external boundaries of the district. Any real property within the external boundaries of the district which is to be excluded from the district shall be specifically described, and the last known address of all owners of such real property shall be listed. The petition shall also address the impact of the proposed district on any real property within the external boundaries of the district which is to be excluded from the district.*

The Development Director finds the petition includes a one (1) page metes and bounds accompanied by a one (1) page sketch and one (1) page of line and curve tables. The metes and bounds description states the property contains 343.90 ± acres.

Based on the above, it is concluded the petition is in **conformance** with the district boundary and impacts requirement.

2. *The written consent to the establishment of the district by all landowners whose real property is to be included in the district or documentation demonstrating that the petitioner has control by deed, trust agreement, contract, or option of 100 percent of the real property to be included in the district, and when real property to be included in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), the written consent by such governmental entity.*

The Development Director finds written consent to establish the Oak Stone CDD has been provided by Oak Stone, LLC, the sole landowner of lands within the proposed CDD. Thus, the petition is in **conformance** with this requirement.

3. *A designation of five persons to be the initial members of the board of supervisors, who shall serve in that office until replaced by elected members as provided in s. 190.006.*

The Development Director finds that Exhibit D to the petition includes the names of five persons who will serve as the initial Board of Supervisors. Thus, it is concluded the petition is in **conformance** with this requirement.

4. *The proposed name of the district.*

The Development Director finds the petition identifies the name of the district as the **Oak Stone Community Development District**. Thus, the petition is in **conformance** with this requirement.

5. *A map of the proposed district showing current major trunk water mains and sewer interceptors and outfalls if in existence.*

The Development Director finds the petition includes a map of the proposed district showing existing water and sewer facilities. Based on the above findings, it is concluded the petition is in **conformance** with this requirement.

6. *Based upon available data, the proposed timetable for construction of the district services and the estimated cost of constructing the proposed services. These estimates shall be submitted in good faith but are not binding and may be subject to change.*

The Development Director finds the petition's proposed improvements are estimated to be made, acquired, constructed and installed in five (5) phases over an estimated four (4) year period from 2026 – 2030 and a cumulative cost of \$59,684,100. Notwithstanding the above, the Petitioner notes the statute only requires a good faith estimate and those estimates are not binding and are subject to change. Further, the timetable is based on the best available data.

A good faith estimate, as required, of the construction timing and costs is included in the Statement of Estimated Regulatory Costs ("SERC") based on similar developments in Florida with similar product mixes and unit counts. The timetable is only required by statute to be a good faith estimate. The timetable included in the petition is a good faith estimate based upon the developer's plans at this time, which is subject to change.

Thus, based on the above it is concluded the petition is in **conformance** with the timetable and construction costs estimate requirements.

7. *A designation of the future general distribution, location, and extent of public and private uses of land proposed for the area within the district by the future land use plan element of the effective local government comprehensive plan of which all mandatory elements have been adopted by the applicable general-purpose local government in compliance with the Community Planning Act.*

The Development Director finds the petition includes a map displaying the Interim 2040 Future Land Use Map (FLUM) designation for the proposed Oak Stone CDD and the surrounding areas. Thus, based on the above, it is concluded the petition is in **conformance** with the future general distribution requirements.

8. *A statement of estimated regulatory costs in accordance with the requirements of s. 120.541.*

The Development Director finds the petition includes a statement of estimated regulatory costs in accordance with the requirements of Florida Statutes Section. 120.541. Florida Statutes Section 120.541(2) provides the statement of estimated regulatory costs shall include:

- a. *An economic analysis showing whether the rule directly or indirectly:*
  - 1) *Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;*
  - 2) *Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or*
  - 3) *Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.*

- a) Economic growth. The District establishment will likely have no adverse impact above \$1 million. On the contrary, it will likely encourage economic growth over the next 5 years by facilitating the development of the District as a functionally connected community and promoting the compact and financial enhancement of formerly unimproved land. The increase in costs associated with providing additional public infrastructure and services for development will be matched by a comparable increase in revenues. These revenues will be generated by levying assessments against benefited land within the District, of which the relative ratio of revenues to expenditures will change little over time. The District is structured to be self-sufficient in acquiring revenues necessary to fund budgeted expenditures and will positively impact economic growth.

In addition, the option to establish a Community Development District provides a financing mechanism to (i) fund public Infrastructure at a low cost of capital, and (ii) on a timely, self-sufficient basis. The District will be used to finance basic public infrastructure and services. Owners of property within the District agree to a lien on their property, which will be reduced over time through the annual payment of a special assessment. The assessment is used to pay debt service on bonds and/or annual maintenance and District operating expenditures, secured further by the assessed property as collateral. Assessment liens are superior to private liens, such as construction or mortgage loans. This structure results in a lower cost of capital than is otherwise available to fund public infrastructure and supports community development. New development leads to increased property values, a broader tax base, and higher tax revenues for the community. It also creates an immediate demand for new streets, water

and sewer capacity, and other infrastructure necessities. The District will fund, construct, and/or acquire the public infrastructure serving lands within the District. New growth can "pay for itself" instead of burdening an entire community with its costs. Based on the above, the petition is in **conformance** with this requirement because it is unlikely to have an adverse impact on economic growth.

b) Job creation. Compared to the existing land use of the property, the development of the District and subsequent residential improvements would trigger private job creation. In general, volatility in the number of home-building projects in a region can have considerable ramifications for the productivity levels of many other local industries. A jump in residential construction drives the demand for steel, wood, electricity, glass, plastic, wiring, piping, and concrete. The need for skilled construction workers, such as bricklayers, carpenters, and electricians, also soars. By one estimate, some 1,500 full-time jobs are created for every 500 single-family homes under construction. In 2012, the National Association of Home Builders (NAHB) estimated that the impacts of increased home building included the creation of three new jobs and \$23,000 in state and local taxes from constructing one average new single-family home. In April of 2020, the NAHB released its estimates of the economic impact that residential construction has on the economy, which included the following:

- Building an average single-family home: 2.90 jobs, \$129,647 in taxes
- Building an average rental apartment: 1.25 jobs, \$55,909 in taxes
- \$100,000 spent on remodeling: 0.75 jobs, \$29,797 in taxes

Based on the above, the petition is in **conformance** with this requirement because it is unlikely to have an adverse impact on job creation.

c) Transactional Costs and Competitiveness. In the aggregate, transactional costs exceeding \$1 million are unlikely to occur within 5 years after the establishment and development of the District are completed. Any transactional costs are covered by the assessments described above. The establishment of the District is unlikely to harm business competitiveness, including the ability of persons or entities to conduct trade with businesses located in other states and/or domestic business partners, productivity, or innovation, above \$1 million in aggregate, within 5 years. Home building will increase the property tax base, which is responsible for generating revenues that support local schools and community infrastructure, ultimately leading to a more competitive County. Based on the above, the petition is in **conformance** with this requirement because it is unlikely to have an adverse impact on private sector investment.

b. *A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.*

The petition identifies state and county governments and current and future property owners as affected individuals. The petition response notes that the State and the County will not be adversely affected. Thus, the petition is in **conformance** with this requirement.

c. *A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.*

The petition identifies the state, county, and CDD as entities implementing and enforcing the proposed CDD and states that any

administrative impacts caused by the creation to the County and state are addressed through the County filing fee and the state reporting requirements fee. The petition notes the District will submit, for informational purposes, its annual budget to the County. Since there are no legislative requirements for review or action, the County should not incur any costs.

The CDD will not have any adverse effect on state and local revenues. There is potential for an increase in state sales tax revenue resulting from the establishment and subsequent development of the subject land. It is not possible to estimate this increase with unconditional certainty. In addition, local ad valorem tax revenues may be increased due to long-lasting increases in property values resulting from the District's construction of infrastructure and on-going maintenance services.

Similarly, private development within the District, which will be facilitated by the District's activities, should have a positive impact on property values and therefore ad valorem taxes. In addition, development permit revenue is expected to be generated by private development within the District and, accordingly, should also increase local revenues. Transactional costs are addressed elsewhere in this report. Based on the above, the petition is in **conformance** with this requirement.

- d. *A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.*

The transactional costs associated with adoption of an ordinance to establish the District are primarily related to the infrastructure improvements. The District will determine what infrastructure it

considers prudent. The revenue generated by payment of these assessments will be used to repay any bonds.

To fund the cost of maintaining infrastructure that the District maintains, operation and maintenance assessments will be imposed on the District property owners.

All persons choosing to acquire property in the District will be responsible for such assessments in addition to the taxes or assessments imposed by State, County, and other taxing authorities.

In exchange for the payment of these special assessments, there are substantial benefits to be derived by the future property owners. Specifically, these persons can expect to receive a higher level of services because they will elect the members of the District's Board of Supervisors. Further, the District is limited in jurisdiction and responsibility to this single development. Therefore, the District should be extremely responsive to the needs of the property owners within the District.

Based on the above, the petition is in **conformance** with this requirement.

- e. *An analysis of the impact on small businesses as defined by s. [288.703](#), and an analysis of the impact on small counties and small cities as defined in s. [120.52](#). The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.*

DeSoto County has a population of 33,976 according to the Census 2020 conducted by the United States Census Bureau and is therefore defined as a "small" county according to Section 120.52, F.S. The petition states the establishment of the District should not have any negative impact on small businesses and small counties. The District must operate according to Florida's Sunshine law and must follow certain competitive bidding requirements for certain goods and services it will purchase. As a result, small businesses should be better able to compete for District business serving the lands to be included within the District, and County revenues are not diverted to

finance District infrastructure. A District does not discriminate in terms of the size of businesses that can be located within the boundaries or transact business with the District. Based on the above, it is concluded that the petition is in **conformance** with this requirement because it is unlikely to have an adverse impact on small businesses or DeSoto County.

- f. *Any additional information that the agency determines may be useful.*

The petition has provided the following additional information:

This Statement of Estimated Regulatory Costs was prepared for the proposed establishment of the Oak Stone Community Development District and represents the best cost estimate at this time. Kai Connected, LLC prepared this report and in its preparation certain data utilized in this report was provided by the Petitioner and other associated professionals and to our knowledge represents the best information available to date.

- g. *In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.*

In the Analysis of Alternatives for Delivering Community Development Services and Facilities to be served by the Oak Stone Community Development District, there are several additional factors which bear importance.

The County could be responsible for financing the cost of construction and maintenance of the roadways and related infrastructure. Regardless of the specific mechanism (i.e., MSTU, MSBU, Dependent District), the County would incur costs associated with financing and management of the construction. The source of necessary construction funds would be the County's general revenue fund or issuance of additional debt. Therefore, these costs and annual maintenance costs will be borne by County

residents, not just property owners within the District. The County, however, may already have a policy prohibiting the construction of "Subdivision level" infrastructure, as do many other general-purpose local governments.

Another alternative to a CDD would be private conventional financing. Private financing is difficult to obtain and, when available, very expensive. This may result in less affordable housing and/or a decrease in the level of service(s) provided. In addition, annual maintenance would likely be delegated to a Homeowner's Association (HOA/POA), which does not have the same legal backing to enforce dues and assessments as does the CDD.

A CDD is superior to an HOA/POA for a variety of reasons. First, unlike an HOA/POA, a CDD can obtain low-cost funds from the municipal capital market. Second, as a government entity, a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is an HOA/POA. Third, the proposed CDD is a unit of local government. This provides a higher level of transparency, oversight, and accountability and the CDD has the ability to enter into interlocal agreements with other units of government. The CDD will incur the cost of issuing Bonds necessary to finance the construction of the necessary infrastructure, will oversee and manage all phases of construction, and will be responsible for the maintenance and management of the common areas on an ongoing basis. All costs associated with these activities will be borne only by those property owners within the District that benefit from the improvements. No County general funds will be used and no County residents outside of the District will incur costs.

- D. Petition determination factors.** Florida Statutes Chapter 190 provides the Board shall consider the entire record of the local hearing, the transcript of the hearing, resolutions adopted by local general-purpose governments as provided in paragraph (c), and the following factors and make a determination to grant or deny a petition for the establishment of a community development district:

1. *Whether all statements contained within the petition have been found to be true and correct.*

The Development Director finds the petition statements are true and correct. Thus, the petition is in **conformance** with this requirement.

2. *Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.*

The Development Director finds the petition addresses the Comprehensive Plan consistency. Thus, the petition is in **conformance** with this requirement.

3. *Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.*

The Development Director finds the proposed CDD consists of a single area with a size of 343.90 ± acres. Thus, the CDD has a size sufficient to allow significant residential development.

The petition displays that the CDD is an area that is not separated by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; or a body of water, watercourse, or other minor geographical division of a similar nature that prevents the area from being treated as a unified whole with respect to municipal services or prevent the CDD inhabitants from fully associating and trading with each other, socially and economically. Based on that finding, it is concluded the CDD is sufficiently contiguous to be developable as one functional interrelated community. In summation, it is concluded that the petition is in **conformance** with this requirement because the boundaries are of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

4. *Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.*

In relation to the question of whether the establishment of the District is the best alternative for delivering services than other special districts, the establishment of an independent special district CDD in this case is preferable over a dependent special district or any other type of development mechanism. A dependent special district is less advantageous than an independent special district such as this CDD, because the County would be responsible for providing the improvements and services of the dependent special district. Likewise, the costs for the services and facilities would be spread throughout the county, rather than being assessed on the land directly benefiting from those improvements. In short, the finance and accounting of the dependent special district would impact the overall finances of the County and could do so negatively if the dependent special district suffered financial problems. In contrast, a CDD is responsible for its own debt.

An independent CDD is a better alternative because it has higher accountability requirements and transparency standards than that of a dependent special district. Based on the above, it is concluded the petition is in **conformance** with this requirement.

5. *Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.*

Community development services and facilities of the district will be compatible with the capacity and uses of existing local and regional community development services and facilities. There is no duplication or overlap of facilities or services, because no other entity or unit of government is presently funding or providing the improvements proposed by the District. Furthermore, the proposed District is an efficient method to maintain and manage the necessary infrastructure improvements within the proposed District without overburdening the County and its taxpayers. Thus, the petition is in **conformance** with this requirement because community development services and facilities of the district will be compatible with the capacity and uses of existing local and regional community development services and facilities.

6. *Whether the area that will be served by the district is amenable to separate special-district government.*

The area within the proposed District is of sufficient size, compactness, and contiguity. The purpose of this statutory requirement is to ensure successful and efficient delivery of services and facilities to the property. From a management and land development perspective, the area to be included within the proposed District is of sufficient size, compactness and is sufficiently contiguous to be developable as one functional, interrelated community, which is amenable to a separate CDD government.

Also, the proposed District is limited in purpose and the infrastructure improvements to be provided by the proposed District are limited in scope. For these reasons, the proposed District is a logical mechanism to oversee the installation of capital infrastructure improvements necessary for community development. The lands within the proposed District have sufficient infrastructure needs and maintenance obligations to warrant a separate special district government. Local governments provide developments with the criteria for the elements of infrastructure to provide for the facilities and services, including stormwater drainage, water, sewer, and other facilities and services. The proposed District is functionally interrelated when each provided facility and service has a mutual reinforcing relationship to one another, with each facility and service designed to contribute to the development and maintenance of the District as a whole. Each facility and service must meet the growth and development of the community, so a management capability and a funding source are required for each service and facility.

Against that background, the lands to be included within the proposed District have sufficient significant infrastructure needs to be developable as a functionally interrelated community. This necessary infrastructure can be provided by the proposed District in a cost-effective manner based upon the specific design of the community. The lands within the proposed District consist of approximately 343.90 ± acres of land. The purpose of this statutory requirement is to ensure successful and efficient delivery of services and facilities to the property. Therefore, the proposed District is suitably configured to maximize the timely and cost-efficient delivery of the necessary services and facilities for a functionally interrelated District. Based on the above, the petition is in **conformance** with this requirement.

E. **Optional powers.** Florida Statutes Section 190.005(2)(d) provides the county commission may not adopt any ordinance which would expand, modify, or delete any provision of the uniform community development district charter as set forth in ss. 190.006-190.041. An ordinance establishing a community development district shall only include the general and special powers provided for in Chapter 190 (excluding the special powers in Section 190.012(2)), unless the commission consents to any of the optional special powers under Section 190.012(2) at the request of the petitioner. Those optional powers include the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

1. *Parks and facilities for indoor and outdoor recreational, cultural, and educational uses.*

The petition requests the special power for parks and facilities for indoor and outdoor recreational, cultural, and educational uses. The proposed infrastructure plan provides for landscaping, irrigation, hardscape, trails and recreational facilities, which will be owned, operated, and maintained by the CDD and the estimated budget for these facilities is over \$4 million. The Development Director finds that no opposition has been raised to granting this power.

2. *Fire prevention and control, including fire stations, water mains and plugs, fire trucks, and other vehicles and equipment.*

The petition does not request this power and, therefore, is **inapplicable**.

3. *School buildings and related structures and site improvements, which may be leased, sold, or donated to the school district, for use in the educational system when authorized by the district school board.*

The petition does not request this power and, therefore, is **inapplicable**.

4. *Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries. However, this paragraph does not prohibit a district*

*from contracting with a towing operator to remove a vehicle or vessel from a district-owned facility or property if the district follows the authorization and notice and procedural requirements in s. 715.07 for an owner or lessee of private property. The district's selection of a towing operator is not subject to public bidding if the towing operator is included in an approved list of towing operators maintained by the local government that has jurisdiction over the district's facility or property.*

The petition requests the special power for security. It is likely the development will include fences and gates. The Development Director finds that no opposition has been raised to granting this power.

5. *Control and elimination of mosquitoes and other arthropods of public health importance.*

The petition does not request this power and, therefore, is **inapplicable**.

6. *Waste collection and disposal.*

The petition does not request this power and, therefore, is **inapplicable**.

- F. **Public hearing requirements.** LDR Section 20-1502 requires notice of the Board of County Commissioner's meeting to be published in a newspaper of general circulation at least 10 days before the public hearing. The proof of publication included with the Board of County Commissioner's agenda shows the notice was duly published as required.

In addition to the LDR notice, Florida Statute 190.005(1)(d) imposes additional requirements. It provides a public hearing on the petition shall be conducted by the county commission in accordance with the requirements and procedures of the Administrative Procedure Act, which provides, in relevant part:

The hearing shall include oral and written comments on the petition pertinent to the factors specified in paragraph 190.005(1)(e). The hearing shall be held at an accessible location in the county in which the community development district is to be located. The petitioner shall cause a notice of the hearing to be published for 4 successive weeks on a newspaper's website and the statewide legal notice website provided in s. 50.0311 or, if published in print, in a

newspaper at least once a week for the 4 successive weeks immediately prior to the hearing as provided in chapter 50. Such notice shall give the time and place for the hearing, a description of the area to be included in the district, which description shall include a map showing clearly the area to be covered by the district, and any other relevant information which the establishing governing bodies may require. If published in the print edition of a newspaper, the advertisement may not be placed in the portion of the newspaper where legal notices and classified advertisements appear. The advertisement must be published in a newspaper in the county and of general interest and readership in the community pursuant to chapter 50. Whenever possible, the advertisement shall appear in a newspaper that is published at least weekly, unless the only newspaper in the community is published less than weekly. If the notice is published in the print edition of the newspaper, the map must also be included in any online advertisement pursuant to s. 50.0211. All affected units of general-purpose local government and the general public shall be given an opportunity to appear at the hearing and present oral or written comments on the petition.

The Development Director finds the public hearing will be heard by the Board of County Commissioners and the hearing will be conducted in conformance with the applicable County and statutory requirements and procedures. The hearing will be held in the County Administration building, which the building is within an accessible location in the county in which the community development district is to be located. This Development Review Report represents written comments on the petition and other written comments can be provided to the Department for inclusion in the record prior to the hearing. Oral comments on the petition pertinent to the factors specified in paragraph (e) can be provided at either public hearing. The four notices of public hearings will be provided to the Department as they become available and will be included herein.

#### **IV. ATTACHMENTS**

Attachment A: Petition, including Exhibits A through H

Attachment B: Ordinance establishing the Oak Stone CDD

## **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:

1. State law and County ordinance require the applicable CDD filing fee be paid and the Development Director concludes these requirements have been satisfied because the required fee has been paid.
2. The LDR requires the petition be complete and a staff report be prepared. The Development Director finds the application is technically complete and therefore concludes the petition has been processed in conformance with County requirements.
3. Section 190.005(2) and county ordinance require the petition contain eight items and the Development Director concludes that the petition adequately contains those items.
4. State law requires the petition make its determination to grant or deny the petition based upon six factors and the Development Director concludes the application provides sufficient data and analysis to allow a recommendation to be made on the petition.
5. State law allows six optional powers to be granted to the CDD and the petition requests that the ordinance establishing the District also consent to the exercise by the District the powers to finance, fund, plan, establish, acquire, construct, or reconstruct, enlarge or extend, equip, operate and maintain additional systems, facilities and basic infrastructure for the following:
  - (i) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses;
  - (ii) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; provided, however, the District may not exercise any police power, but may contract with the appropriate local

general purpose government agencies for an increased level of such services within the District's boundaries.

6. The State and County due public notice requirements have been satisfied.

## **VI. ALTERNATIVE ACTIONS**

The Board has one of the following alternative actions at its disposal:

- A. Enter into the record the Development Review Report and all other substantial competent evidence presented at the hearing, adopt the findings and conclusions contained herein, and adopt the proposed Ordinance.
- B. Enter into the record the Development Review Report and all other substantial competent evidence presented at the hearing, amend the findings and conclusions contained herein and deny that the proposed Ordinance.
- C. Enter into the record the Development Review Report and all other substantial competent evidence presented at the hearing, and table the hearing to allow time to receive additional information needed to render a decision.

## **VII. RECOMMENDED ACTION**

- A. Board of County Commissioners action. The proposed Ordinance is scheduled for the June 23, 2026, public hearing.

**Petition to Establish**

**Oak Stone**

**Community Development District**

**January 29, 2026**

**Submitted by:**  
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[lcarter@srvlegal.com](mailto:lcarter@srvlegal.com)

# Petition

## **Petition to Establish Oak Stone Community Development District**

Petitioner, Oak Stone, LLC, a Florida limited liability company, (herein referred to as “Petitioner”), petitions the Board of County Commissioners of DeSoto County, Florida (“**DeSoto County**”) pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to adopt an ordinance establishing a community development district, to be known as the Oak Stone Community Development District (the “**District**”), and designating the land area for which the District would manage and finance the delivery of basic services, and states as follows:

1. Petitioner is Oak Stone, LLC, a Florida limited liability company, having a mailing address is 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

2. The land area to be served by the District consists of unimproved real property containing approximately 343.90 acres. All of the land in the proposed District is in the unincorporated portion of DeSoto County. A map showing the general location of the project and an aerial photograph are attached as **Composite Exhibit “A”**.

3. A metes and bounds legal description of the external boundaries of the District is attached as **Exhibit “B”**. There is one parcel within the proposed external boundaries of the District which are to be excluded. The excluded parcel will be privately owned and is expected to contain recreational amenities, which will not be serviced by the District. The District will have no impact on this excluded parcel. Section 190.005(1)(a)1, Florida Statutes.

4. The written consent to the establishment of the District by the landowners, as defined in section 190.003(13), Florida Statutes, of 100% of the real property to be included in and served by the District, is attached as **Exhibit “C.”** Section 190.005(1)(a)2, Florida Statutes.

5. The five persons designated to serve as the initial members of the board of supervisors of the District are identified in **Exhibit “D”** attached hereto. These initial supervisors shall serve on the board until replaced by elected members as provided by Section 190.006, Florida Statutes. All of the initial supervisors are residents of the State of Florida and citizens of the United States of America. Section 190.005(1)(a)3, Florida Statutes.

6. The proposed name of the District is the Oak Stone Community Development District (hereinafter in the attached exhibits referred to as “**Oak Stone CDD**”). Section 190.005(1)(a)4, Florida Statutes.

7. The major trunk water mains, sewer interceptors and outfalls currently in existence on the property to be served by the District are identified on **Exhibit “E”** attached hereto. Section 190.005(1)(a)5, Florida Statutes.

8. The proposed timetables and related estimates of cost to construct District services and facilities, and proposed infrastructure plan based upon available data, are attached as **Composite Exhibit “F”**. Section 190.005(1)(a)6, Florida Statutes.

9. The statement of estimated regulatory costs of the granting of this petition and the establishment of the District pursuant thereto together with an analysis of alternatives for delivering community development services and facilities, are attached as **Exhibit “G”**, Section 190.005(1)(a)8, Florida Statutes.

10. The future general distribution, location, and extent of public and private uses of land proposed for the area within the District have been incorporated into the adopted and approved DeSoto County Comprehensive Plan Land Use Element. The proposed land uses are consistent with the local government comprehensive plan. A copy of the pertinent portion of the DeSoto County Land Use Element and a document of specific citations to and an analysis of the District’s consistency with the DeSoto Comprehensive Plan and State Comprehensive Plan, are attached as **Composite Exhibit H**.

11. The property within the proposed District is amenable to operation as an independent special district for the following reasons:

(a) Establishment of the District and all land uses and services planned within the proposed District are consistent with applicable elements or portions of the State Comprehensive Plan and all elements of the adopted and approved DeSoto County Comprehensive Plan.

(b) The area of land within the proposed District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

(c) The District provides the best mechanism for delivering community development services and facilities to the proposed community. The Petitioner expects that the establishment of the proposed District will promote development of the land within the District by providing for a more efficient use of resources. That development will in turn benefit DeSoto County and its residents outside the District by increasing the ad valorem tax base of DeSoto County and generating water and wastewater impact fees which will assist DeSoto County to meet its obligations to repay certain bonded indebtedness and transportation and other impact fees as well.

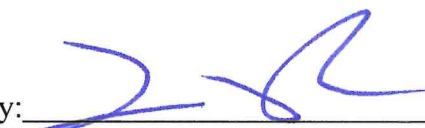
(d) The community development services and facilities of the District will be compatible with the capacity and use of existing local and regional community development services and facilities. In addition, the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

12. The Petitioner is also requesting DeSoto County to grant the District the following special powers under section 190.012(2), Florida Statutes: (1) Parks and Recreation powers in accordance with section 190.012(2)(a), Florida Statutes, and (2) Security Powers in accordance

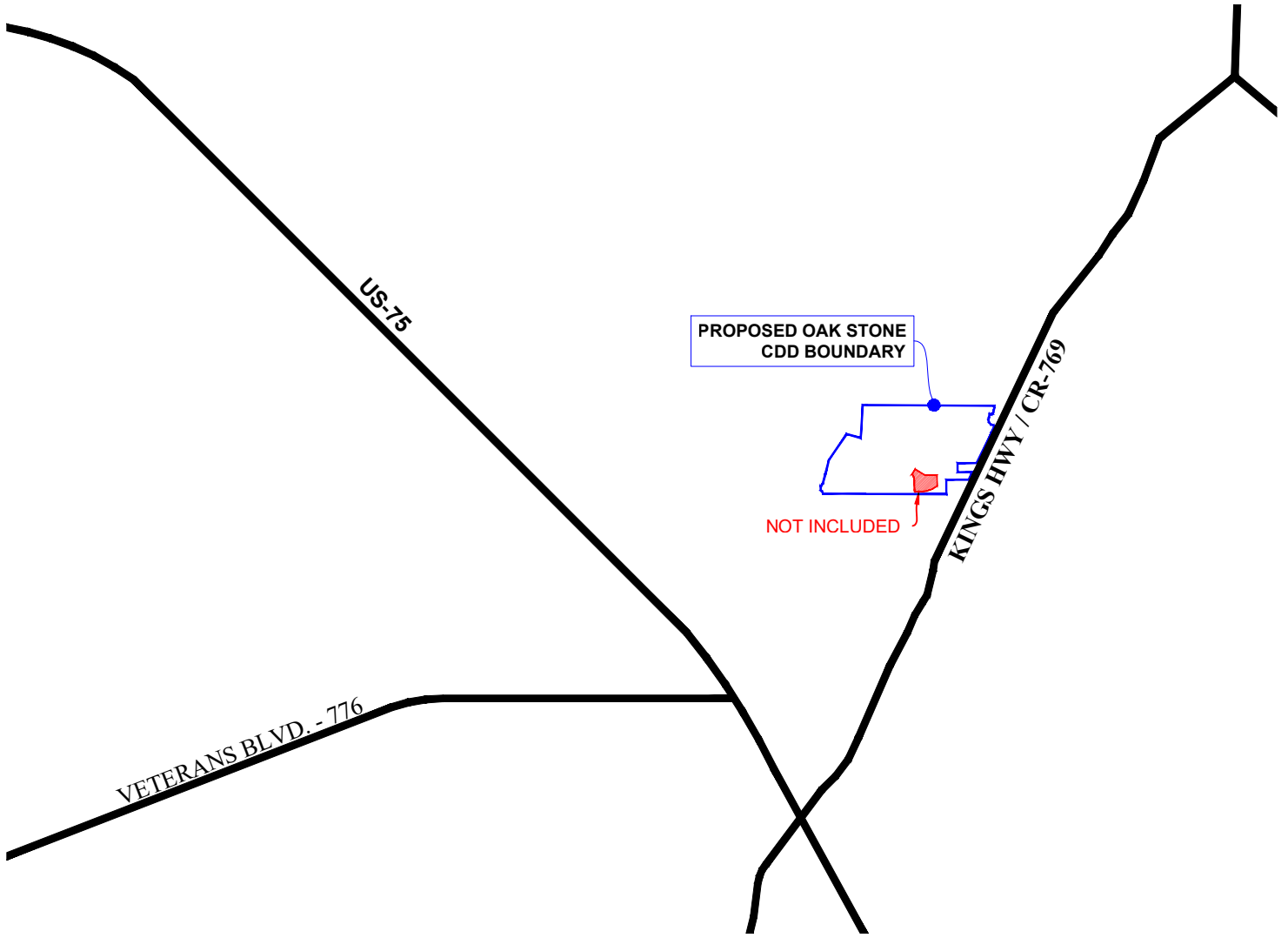
with section 190.012(2)(d), Florida Statutes, in accordance with section 190.012(2)(f), Florida Statutes.

Respectfully submitted this 13<sup>th</sup> day of January, 2026.

**Oak Stone, LLC,**  
a Florida limited liability company

By:   
\_\_\_\_\_  
John M. Ryan  
Authorized Representative

# Composite Exhibit A



# PAPE-DAWSON

6901 PROFESSIONAL PKWY EAST, STE 103 | SARASOTA, FL 34240 | 941.444.6644  
FLORIDA ENGINEERING FIRM #39101 | FLORIDA SURVEYING FIRM #LB8694

DATE 12/16/25	
PROJECT OAKSTONE	
DRAWING LUMAP	
DRAWN CEJ	CHECKED M.M.

Location Map  
OAKSTONE  
DeSoto County, Florida

SCALE 1" = 6,000'	
SEC. - TSP. - RWG. 29&30-395-23E	
SHEET 1	OF 1



# PAPE-DAWSON

6901 PROFESSIONAL PKWY EAST, STE 103 | SARASOTA, FL 34240 | 941.444.6644  
 FLORIDA ENGINEERING FIRM #39101 | FLORIDA SURVEYING FIRM #LB8694

DATE 12/16/25	
PROJECT OAKSTONE	
DRAWING LUMAP	
DRAWN CEJ	CHECKED M.M

Land Use Map Aerial  
**OAKSTONE**  
 DeSoto County, Florida

SCALE 1"=1/2mile	
SEC.-TSP.-RNG. 29&30-395-23E	
SHEET <b>1</b>	OF <b>1</b>

## **Exhibit B**

# CDD OVERALL BOUNDARY

**DESCRIPTION:**

A parcel of land lying in Sections 29 and 30, Township 39 South, Range 23 East, DeSoto County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southeast corner of Section 30, run thence along the East line of said Section 30, N.00°01'27"W., 2154.12 feet to the **POINT OF BEGINNING**; thence N.89°14'49"W., 1546.51 feet; thence N.22°32'31"W., 92.09 feet; thence 12.22 feet in a northwesterly direction along a tangent curve turning to the left, having a central angle of 27°59'55", with a radius of 25.00 feet, having a chord bearing of N.36°32'29"W. and a chord distance of 12.10 feet; thence N.50°32'26"W., 47.33 feet; thence N.00°45'44"E., 143.16 feet; thence N.43°41'32"E., 110.27 feet; thence N.14°29'33"E., 366.41 feet; thence N.14°29'33"E., 522.52 feet; thence N.34°25'58"E., 1120.39 feet; thence S.74°20'15"E., 523.46 feet; thence N.03°15'42"E., 1183.39 feet; thence N.89°58'19"E., 118.59 feet; thence S.89°36'38"E., 4605.86 feet to the northeast corner of STONEYBROOK OAKS according to the official plat thereof recorded in Plat Book 9, Page 92, Public Records of DeSoto County, Florida; thence along the easterly boundary of said STONEYBROOK OAKS the following ten (10) courses: 1) S.00°23'20" W., 34.71 feet; 2) 100.85 feet in a Southerly direction along a non-tangent curve turning to the left, having a central angle of 30°24'43", with a radius of 190.00 feet, having a chord bearing of S.06°48'06" W. and a chord distance of 99.67 feet; 3) 83.35 feet in a Southerly direction along a reverse tangent curve turning to the right, having a central angle of 35°22'29", with a radius of 135.00 feet, having a chord bearing of S.09°16'59" W. and a chord distance of 82.03 feet; 4) S.26°58'15" W., 61.41 feet; 5) 82.82 feet in a Southwesterly direction along a tangent curve turning to the right, having a central angle of 73°00'14", with a radius of 65.00 feet, having a chord bearing of S.63°28'22" W. and a chord distance of 77.33 feet; 6) N. 79°34'21" W., 46.99 feet; 7) S.10°01'10" W., 120.33 feet; 8) S.16°33'09" W., 80.52 feet; 9) 285.38 feet in a Southeasterly direction along a non-tangent curve turning to the left, having a central angle of 86°03'29", with a radius of 190.00 feet, having a chord bearing of S.41°37'10" E. and a chord distance of 259.30 feet; 10) S.63°01'45" E., 65.00 feet to a point on the Westerly right of way of County Road 769; thence along said Westerly right of way of County Road 769 the following four (4) courses: 1) S.26°58'15"W., 176.42 feet; 2) S.29°13'31"W., 74.10; 3) S.63°47'30"E., 17.90 feet; 4) S.26°12'30"W., 1236.72 feet; thence leaving said Westerly right of way run S.89°36'40"W., 681.34 feet; thence S.00°06'22"W., 320.01 feet; thence N.89°36'40"E., 523.88 feet to a point on the Westerly right of way of County Road 769; thence along said Westerly right of way of County Road 769 S.26°12'30"W., 305.52 feet; thence leaving said Westerly right of way run N.89°53'26"W., 799.38 feet; thence S.00°01'12"E., 520.04 feet; thence N.89°53'04"W., 2883.60 feet to the **POINT OF BEGINNING**.

Containing 15,479,365 square feet or 355.36 acres, more or less.

**LESS AND EXCEPT - CONTRACTION PARCEL B:**

A parcel of land lying in Section 29, Township 39 South, Range 23 East, DeSoto County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southeast corner of Section 30, run thence along the East line of said Section 30, N.00°01'27"W., 2154.12 feet; thence N.85°09'18"E., 1734.77 feet to the **POINT OF BEGINNING**; thence N.00°06'56"E., 348.69 feet to point; thence 252.95 feet in a northerly direction along a tangent curve turning to the left, having a central angle of 40°15'28", with a radius of 360.00 feet, having a chord bearing of N.20°00'48"W. and a chord distance of 247.78 feet to a point; thence N.31°58'22"E., 218.20 feet to point; thence S.58°01'38"E., 407.97 feet to point; thence N.90°00'00"E., 439.56 feet to point; thence S.00°00'00"E., 386.81 feet to point; thence 594.97 feet in a westerly direction along a non-tangent curve turning to the right, having a central angle of 40°13'25", with a radius of 847.50 feet, having a chord bearing of S.70°00'13"W. and a chord distance of 582.83 feet to a point; thence N.89°53'04"W., 234.46 feet to point; thence 54.98 in a northwesterly direction along a tangent curve turning to the right, having a central angle of 90°00'00", with a radius of 35.00 feet, having a chord bearing of N.44°53'04"W. and a chord distance of 49.50 to the **POINT OF BEGINNING**.

Containing 499,171 square feet or 11.459 acres, more or less.

TOTAL CDD AREA CONTAINING 14,980,194 square feet or 343.90 acres, more or less.

**BASIS OF BEARINGS:**

Bearings shown hereon are based on the East line of Section 30, Township 39 South, Range 23 East, having a Grid bearing of N.00°01'25"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.

The Description hereon is not valid without the accompanying sketch shown on Sheet 2



Description Sketch  
Not a survey

Survey History		
Date	Description	By
08/07/25	Date of Sketch	N.O.
01/26/26	Revise to remove outparcel	MCK

**Surveyor's Certificate**

This sketch not valid without the original signature and seal of a Florida Professional Surveyor and Mapper, or a digital signature complying with 5J-17 Florida Statutes

Matthew  
Kneeland  
2026.01.26  
16:28:51 -05'00'

**Matthew C. Kneeland, LS 7092**

**Oak Stone**

Description Sketch

Prepared for:  
Morris Engineering, LLC

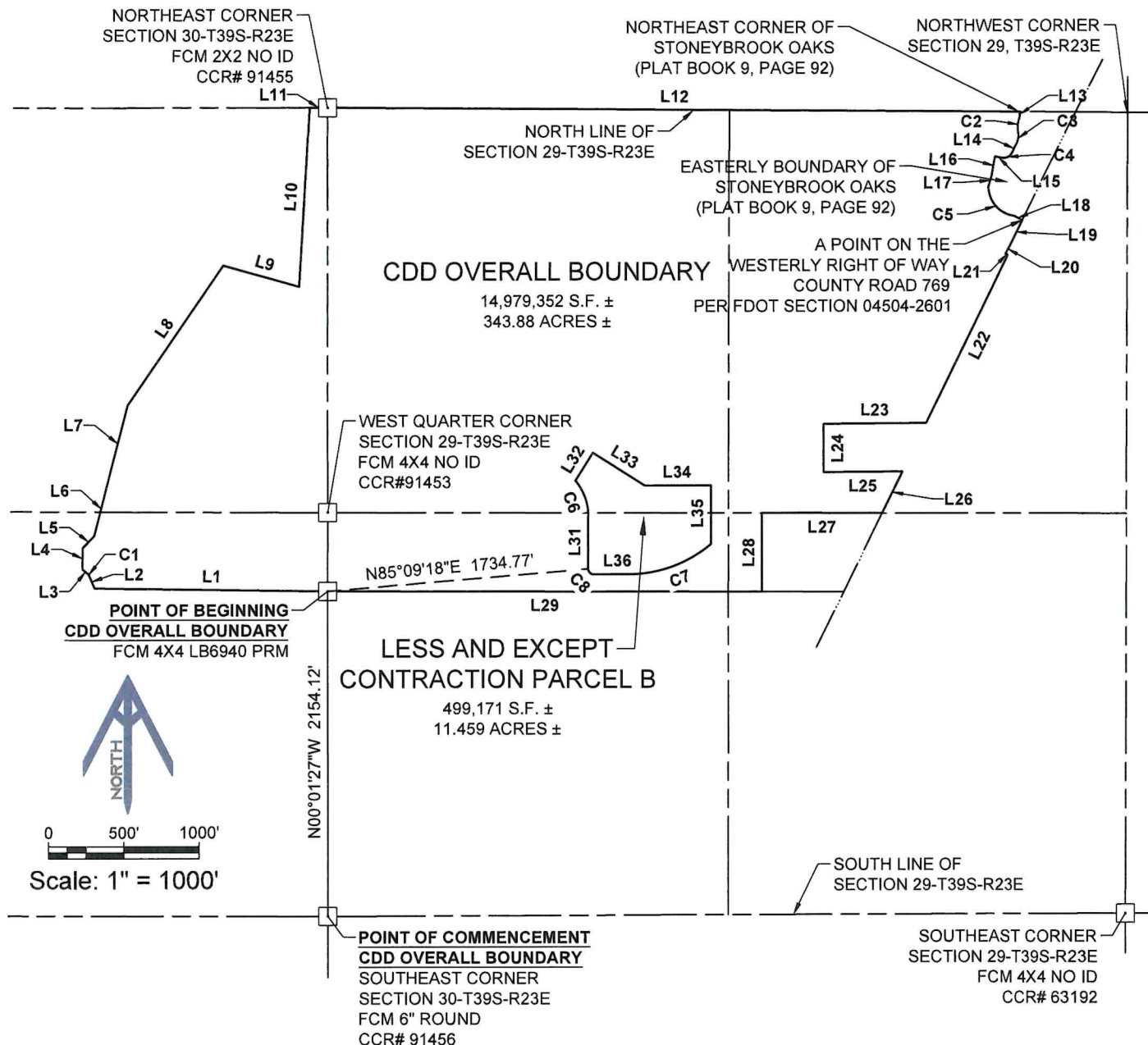
Sections 29 & 30  
Township 39 South  
Range 23 East  
DeSoto County, FL

**MRIC SPATIAL**

701 S. Howard Avenue, Suite 106-320  
Tampa, FL 33606  
813-515-0821  
MRICSpatial.com  
Licensed Business #8325

Project Number: 220185    Sheet 1 of 3

# CDD OVERALL BOUNDARY



Not Valid without Sheets 1 and 3

Description Sketch  
Not a survey

SEE SHEET 3 FOR LINE AND CURVE  
TABLE INFORMATION

**Surveyor's Certificate**

See Sheet 1 for Surveyor's  
Certificate

**Oak Stone**

Description Sketch

Prepared for:  
Morris Engineering, LLC

Sections 29 & 30  
Township 39 South  
Range 23 East  
DeSoto County, FL



701 S. Howard Avenue, Suite 106-320  
Tampa, FL 33606  
813-515-0821  
MRICSpatial.com  
Licensed Business #8325

# CDD OVERALL BOUNDARY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°14'49"W	1546.51'
L2	N22°32'31"W	92.09'
L3	N50°32'26"W	47.33'
L4	N00°45'44"E	143.16'
L5	N43°41'32"E	110.27'
L6	N14°29'33"E	366.41'
L7	N14°29'33"E	522.52'
L8	N34°25'58"E	1120.39'
L9	S74°20'15"E	523.46'
L10	N03°15'42"E	1183.39'
L11	N89°58'19"E	118.59'
L12	S89°36'38"E	4605.86'


LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	S00°23'20"W	34.71'
L14	S26°58'15"W	61.41'
L15	N79°34'21"W	46.99'
L16	S10°01'10"W	120.33'
L17	S16°33'09"W	80.52'
L18	S63°01'45"E	65.00'
L19	S26°58'15"W	176.42'
L20	S29°13'31"W	74.10'
L21	S63°47'30"E	17.90'
L22	S26°12'30"W	1236.72'
L23	S89°36'40"W	681.34'
L24	S00°06'22"W	320.01'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L25	N89°36'40"E	523.88'
L26	S26°12'30"W	305.52'
L27	N89°53'26"W	799.38'
L28	S00°01'12"E	520.04'
L29	N89°53'04"W	2883.60'
L31	N00°06'56"E	348.69'
L32	N31°58'22"E	218.20'
L33	S58°01'38"E	407.97'
L34	N90°00'00"E	439.56'
L35	S00°00'00"E	386.81'
L36	N89°53'04"W	234.46'

CURVE TABLE					
CURVE #	LENGTH	DELTA	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	12.22'	027°59'55"	25.00'	N36°32'29"W	12.10'
C2	100.85'	030°24'43"	190.00'	S06°48'06"W	99.67'
C3	83.35'	035°22'29"	135.00'	S09°16'59"W	82.03'
C4	82.82'	073°00'14"	65.00'	S63°28'22"W	77.33'
C5	285.38'	086°03'29"	190.00'	S41°37'10"E	259.30'
C6	252.95'	040°15'28"	360.00'	N20°00'48"W	247.78'
C7	594.97'	040°13'25"	847.50'	S70°00'13"W	582.83'
C8	54.98'	090°00'00"	35.00'	N44°53'04"W	49.50'

Not Valid without Sheets 1-2

LINE AND CURVE TABLES FOR CDD OVERALL BOUNDARY AND  
LESS AND EXCEPT - CONTRACTION PARCEL B

	<b>Surveyor's Certificate</b>  See Sheet 1 for Surveyor's Certificate	<b>Oak Stone</b> Description Sketch  Prepared for: Morris Engineering, LLC  Sections 29 & 30 Township 39 South Range 23 East DeSoto County, FL	 701 S. Howard Avenue, Suite 106-320 Tampa, FL 33606 813-515-0821 MRICSpatial.com Licensed Business #8325  Project Number: 220185    Sheet 3 of 3
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## Mapcheck 1: Overall CDD Boundary

### Closure Summary

Precision, 1 part in: 619359.537'  
Error distance: 0.031'  
Error direction: N20° 05' 20.51"W  
Area: 15697962.72 Sq. Ft.  
Square area: 15697962.721  
Perimeter: 19113.530'

### Start Point

Easting: 642763.4290'  
Northing: 988271.6180'

### Side 1: Line

Direction: N89° 14' 49.00"W  
Angle: [090.7531 (d)]  
Deflection angle: [-089.2469 (d)]  
Distance: 1546.510'  
Easting: 641217.0526'  
Northing: 988291.9437'

### Side 2: Line

Direction: N22° 32' 31.00"W  
Angle: [-113.2950 (d)]  
Deflection angle: [066.7050 (d)]  
Distance: 92.090'  
Easting: 641181.7490'  
Northing: 988376.9979'

### Side 3: Curve

Curve direction: Counter-clockwise

Radius: [25.009']

Arc length: 12.220'

Delta angle: 027.9986 (d)

Straight: [6.235']

Chord direction: N36° 32' 29.00"W

Chord angle: [166.0006 (d)]

Deflection angle: [-013.9994 (d)]

Chord distance: 12.100'

Easting: 641174.5446'

Northing: 988386.7194'

Side 4: Line

Direction: N50° 32' 26.00"W

Angle: [-179.9999 (d)]

Deflection angle: [000.0001 (d)]

Distance: 47.330'

Easting: 641138.0023'

Northing: 988416.7991'

Side 5: Line

Direction: N00° 45' 44.00"E

Angle: [-128.6972 (d)]

Deflection angle: [051.3028 (d)]

Distance: 143.160'

Easting: 641139.9068'

Northing: 988559.9464'

Side 6: Line

Direction: N43° 41' 32.00"E

Angle: [-137.0700 (d)]

Deflection angle: [042.9300 (d)]

Distance: 110.270'

Easting: 641216.0795'

Northing: 988639.6784'

Side 7: Line

Direction: N14° 29' 33.00"E

Angle: [150.8003 (d)]

Deflection angle: [-029.1997 (d)]

Distance: 366.410'

Easting: 641307.7748'

Northing: 988994.4293'

Side 8: Line

Direction: N14° 29' 33.00"E

Angle: [180.0000 (d)]

Deflection angle: [000.0000 (d)]

Distance: 522.520'

Easting: 641438.5372'

Northing: 989500.3230'

Side 9: Line

Direction: N34° 25' 58.00"E

Angle: [-160.0597 (d)]

Deflection angle: [019.9403 (d)]

Distance: 1120.390'

Easting: 642072.0493'

Northing: 990424.4096'

Side 10: Line

Direction: S74° 20' 15.00"E

Angle: [-108.7703 (d)]

Deflection angle: [071.2297 (d)]

Distance: 523.460'

Easting: 642576.0725'

Northing: 990283.0909'

Side 11: Line

Direction: N03° 15' 42.00"E

Angle: [077.5992 (d)]

Deflection angle: [-102.4008 (d)]

Distance: 1183.390'

Easting: 642643.4028'

Northing: 991464.5640'

Side 12: Line

Direction: N89° 58' 19.00"E

Angle: [-093.2897 (d)]

Deflection angle: [086.7103 (d)]

Distance: 118.590'

Easting: 642761.9928'

Northing: 991464.6221'

Side 13: Line

Direction: S89° 36' 38.00"E

Angle: [-179.5825 (d)]

Deflection angle: [000.4175 (d)]

Distance: 4986.990'  
Easting: 647748.8676'  
Northing: 991430.7253'

Side 14: Line

Direction: S26° 09' 56.00"W  
Angle: [-064.2239 (d)]  
Deflection angle: [115.7761 (d)]  
Distance: 149.510'  
Easting: 647682.9387'  
Northing: 991296.5365'

Side 15: Line

Direction: N63° 47' 30.00"W  
Angle: [-089.9572 (d)]  
Deflection angle: [090.0428 (d)]  
Distance: 2.110'  
Easting: 647681.0456'  
Northing: 991297.4684'

Side 16: Line

Direction: S27° 09' 47.00"W  
Angle: [090.9547 (d)]  
Deflection angle: [-089.0453 (d)]  
Distance: 300.040'  
Easting: 647544.0700'  
Northing: 991030.5195'

Side 17: Line

Direction: S26° 58' 15.00"W

Angle: [179.8078 (d)]  
Deflection angle: [-000.1922 (d)]  
Distance: 526.050'  
Easting: 647305.4870'  
Northing: 990561.6840'

Side 18: Line

Direction: S29° 13' 31.00"W  
Angle: [-177.7456 (d)]  
Deflection angle: [002.2544 (d)]  
Distance: 74.100'  
Easting: 647269.3080'  
Northing: 990497.0165'

Side 19: Line

Direction: S63° 47' 30.00"E  
Angle: [086.9831 (d)]  
Deflection angle: [-093.0169 (d)]  
Distance: 17.900'  
Easting: 647285.3678'  
Northing: 990489.1112'

Side 20: Line

Direction: S26° 12' 30.00"W  
Angle: [-090.0000 (d)]  
Deflection angle: [090.0000 (d)]  
Distance: 1236.720'  
Easting: 646739.1873'  
Northing: 989379.5332'

Side 21: Line

Direction: S89° 36' 40.00"W

Angle: [-116.5972 (d)]

Deflection angle: [063.4028 (d)]

Distance: 681.340'

Easting: 646057.8630'

Northing: 989374.9087'

Side 22: Line

Direction: S00° 06' 22.00"W

Angle: [090.4950 (d)]

Deflection angle: [-089.5050 (d)]

Distance: 320.010'

Easting: 646057.2704'

Northing: 989054.8993'

Side 23: Line

Direction: N89° 36' 40.00"E

Angle: [089.5050 (d)]

Deflection angle: [-090.4950 (d)]

Distance: 523.880'

Easting: 646581.1383'

Northing: 989058.4550'

Side 24: Line

Direction: S26° 12' 30.00"W

Angle: [-063.4028 (d)]

Deflection angle: [116.5972 (d)]

Distance: 305.520'

Easting: 646446.2095'  
Northing: 988784.3443'

Side 25: Line

Direction: N89° 53' 26.00"W  
Angle: [-116.0989 (d)]  
Deflection angle: [063.9011 (d)]  
Distance: 799.380'  
Easting: 645646.8310'  
Northing: 988785.8712'

Side 26: Line

Direction: S00° 01' 12.00"E  
Angle: [089.8706 (d)]  
Deflection angle: [-090.1294 (d)]  
Distance: 520.040'  
Easting: 645647.0125'  
Northing: 988265.8313'

Side 27: Line

Direction: N89° 53' 04.00"W  
Angle: [-089.8644 (d)]  
Deflection angle: [090.1356 (d)]  
Distance: 2883.600'  
Easting: 642763.4184'  
Northing: 988271.6470'

Mapcheck 2: CDD Contraction Parcel B

Closure Summary

Precision, 1 part in: 328288.367'

Error distance: 0.009'  
Error direction: N02° 21' 12.35"E  
Area: 499174.02 Sq. Ft.  
Square area: 499174.020  
Perimeter: 2938.590'

#### Start Point

Easting: 644491.9959'  
Northing: 988418.1343'

#### Side 1: Line

Direction: N00° 06' 56.00"E  
Angle: [-179.8844 (d)]  
Deflection angle: [000.1156 (d)]  
Distance: 348.690'  
Easting: 644492.6991'  
Northing: 988766.8236'

#### Side 2: Curve

Curve direction: Counter-clockwise  
Radius: [360.006']  
Arc length: 252.950'  
Delta angle: 040.2578 (d)  
Straight: [131.949']  
Chord direction: N20° 00' 48.00"W  
Chord angle: [159.8711 (d)]  
Deflection angle: [-020.1289 (d)]  
Chord distance: 247.780'  
Easting: 644407.8992'

Northing: 988999.6409'

Side 3: Line

Direction: N31° 58' 22.00"E

Angle: [-107.8850 (d)]

Deflection angle: [072.1150 (d)]

Distance: 218.200'

Easting: 644523.4396'

Northing: 989184.7399'

Side 4: Line

Direction: S58° 01' 38.00"E

Angle: [-090.0000 (d)]

Deflection angle: [090.0000 (d)]

Distance: 407.970'

Easting: 644869.5205'

Northing: 988968.7132'

Side 5: Line

Direction: N90° 00' 00.00"E

Angle: [148.0272 (d)]

Deflection angle: [-031.9728 (d)]

Distance: 439.560'

Easting: 645309.0805'

Northing: 988968.7132'

Side 6: Line

Direction: S00° 00' 00.00"E

Angle: [-090.0000 (d)]

Deflection angle: [090.0000 (d)]

Distance: 386.810'  
Easting: 645309.0805'  
Northing: 988581.9032'

Side 7: Curve

Curve direction: Clockwise  
Radius: [847.498']  
Arc length: 594.970'  
Delta angle: 040.2236 (d)  
Straight: [310.338']  
Chord direction: S70° 00' 13.00"W  
Chord angle: [-109.9964 (d)]  
Deflection angle: [070.0036 (d)]  
Chord distance: 582.830'  
Easting: 644761.3869'  
Northing: 988382.5981'

Side 8: Line

Direction: N89° 53' 04.00"W  
Angle: [-179.9999 (d)]  
Deflection angle: [000.0001 (d)]  
Distance: 234.460'  
Easting: 644526.9274'  
Northing: 988383.0710'

Side 9: Curve

Curve direction: Clockwise  
Radius: [35.002']  
Arc length: 54.980'

Delta angle: 090.0000 (d)  
Straight: [35.002']  
Chord direction: N44° 53' 04.00"W  
Chord angle: [-135.0000 (d)]  
Deflection angle: [045.0000 (d)]  
Chord distance: 49.500'  
Easting: 644491.9962'  
Northing: 988418.1433'

## **Exhibit C**

## CONSENT AND JOINDER OF LANDOWNER TO ESTABLISHMENT OF THE OAK STONE COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands more fully described in the deeds attached hereto as **Exhibit "A"** and made apart hereof ("Property").

The undersigned understands and acknowledges that Oak Stone, LLC, a Florida limited liability company, (the "Petitioner"), intends to submit a petition to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As an owner of lands which are intended to constitute the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of a community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the community development district is established. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the Petitioner, a consent to establishment of the community development district in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

Executed this 13<sup>th</sup> day of January, 2026.

**Oak Stone, LLC**  
a Florida limited liability company

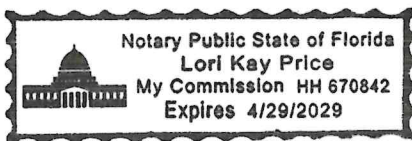
By: [Signature]  
John M. Ryan  
Authorized Person

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13<sup>th</sup> date of January, 2026, by John M. Ryan as Authorized Person of Oak Stone, LLC, a Florida limited liability company, on behalf of the company, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

[Notary Seal]

[Signature]  
Notary Public



Lori Price  
Name typed, printed or stamped  
My Commission Expires: 4/29/2029

# Exhibit "A"

Inst:200714012247 Date:12/4/2007 Time:1:12 PM  
Doc Stamp-Deed:66104 50  
*Jm* DC, Mitzie McGavic, Desoto County Page 1 of 5



**Prepared by and Return to:**

Peter Rivellini, Esq.  
Johnson, Pope, Bokor  
Ruppel & Burns, LLP  
Post Office Box 1368  
Clearwater, FL 33757-1368

## SPECIAL WARRANTY DEED

THIS INDENTURE made this 29<sup>th</sup> day of November, 2007, by STONEY FLATS, LLC, a Florida limited liability company, whose address is 1101 North Lake Destiny Road, Suite 475, Maitland, FL 32751, hereinafter called "Grantor," in favor of OAK STONE, LLC, a Florida limited liability company, whose address is 700 NW 107<sup>th</sup> Avenue, Suite 400, Miami, Florida 33172, hereinafter called "Grantee".

Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land ("Property"), situated in DeSoto County, Florida:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO all matters listed on Exhibit "B" attached hereto and made a part hereof.

Parcel ID Number: R29-39-23-0000-0010-0010,  
R 29-39-23-0000-0014-0000, R 29-39-23-0318-0180-0280,  
R 30-39-23-0000-0013-0000, R 29-39-23-0000-0014-0000

[SIGNATURE ON THE FOLLOWING PAGE]

The Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first hereinabove written.

Signed, sealed & delivered  
presence of:

STONE FLATS, LLC,  
a Florida limited liability company

Leslie A. Bell  
Print name: Leslie A Bell

By: [Signature]  
Ronald W. Black, Manager

[Signature]  
Print Name: P.J. ARMSTRONG

STATE OF FLORIDA )

COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November, 2007, by Ronald W. Black, as Manager of Stoney Flats, LLC, a Florida limited liability company, on behalf of the company, and who [ ] is personally known to me or [  ] has produced a drivers license as identification.

Leslie A. Bell  
Notary Public  
Print name: Leslie A. Bell

My commission expires:

34119.114518  
#420953 v1 - Lennar/Oak Stone\_Warranty Deed

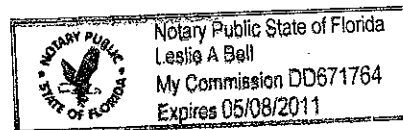


EXHIBIT "A"

Parcel 1:

A portion of the South one-half of Section 29 and a portion of Section 30, Township 39 South, Range 23 East, DeSoto County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of aforesaid Section 30, as referenced by the record Plat of the 46th Addition to Port Charlotte Subdivision per plat thereof, recorded in Plat Book 19, Pages 45 through 45-FF, of the Public Records of Sarasota County, Florida; thence North 00 degrees 04 minutes 14 seconds East along the West line of said Section 30, a distance of 2,187.45 feet to a point of intersection with the Northwesterly right-of-way line of the Old Seaboard Coastline Railroad and the POINT OF BEGINNING; thence South 89 degrees 14 minutes 16 seconds East, a distance of 5,312.45 feet to a point on the West line of aforesaid Section 29, bearing South 00 degrees 01 minutes 32 seconds East, a distance of 520.00 feet from the Northwest corner of the Southwest quarter of said Section 29; thence South 89 degrees 53 minutes 41 seconds East, a distance of 2,883.68 feet to a point bearing North 89 degrees 53 minutes 41 seconds West, a distance of 543.55 feet from a point of intersection with the Westerly right-of-way line of Kings Highway; thence North 00 degrees 01 minutes 32 seconds West, a distance of 520.00 feet to a point on the North line of the South one-half of aforesaid Section 29; thence North 89 degrees 53 minutes 41 seconds West, a distance of 2,883.68 feet to the Northwest corner of the Southwest quarter of said Section 29; thence North 00 degrees 03 minutes 01 seconds West, a distance of 2,674.07 feet to the Northeast corner of aforesaid Section 30; thence South 89 degrees 58 minutes 42 seconds West along the North line of said Section 30, a distance of 1,421.44 feet to a point of the Northwesterly right-of-way line of the Old Seaboard Coast Line Railroad (100 feet wide) thence South 51 degrees 13 minutes 41 seconds West along said right-of-way line a distance of 4,986.84 feet to a point of intersection with the West line of said Section 30 and the Point of Beginning.

AND

Parcel 2:

A portion of the Southwest quarter of Section 30, Township 39 South, Range 23 East, DeSoto County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of aforesaid Section 30, as referenced by the record Plat of the 46th Addition to Port Charlotte Subdivision per Plat thereof, recorded in Plat Book 19, Pages 45 through 45-FF, of the Public Records of Sarasota County, Florida; thence South 89 degrees 06 minutes 37 seconds East along the South line of the Southwest quarter of said Section 30, a distance of 2,000.00 feet; thence North 00 degrees 04 minutes 14 seconds East, a distance of 2,191.90 feet; thence North 89 degrees

14 minutes 16 seconds West, a distance of 1,999.94 feet to the point of intersection of the Northwestern right-of-way line of the Old Seaboard Coastline Railroad (100 feet wide) with the West line of said Section 30 bearing South 00 degrees 04 minutes 14 seconds West, a distance of 3,121.41 feet from the Northwest corner of said Section 30; thence South 00 degrees 04 minutes 14 seconds West, a distance of 2,187.45 feet to the Southwest corner of said Section 30 and the Point of Beginning.

AND

Parcel 3:

The North 1/2 of Section 29, Township 39 South, Range 23 East, DeSoto County, Florida, lying West of Kings Highway (County Road 789);

LESS AND EXCEPT:

Lots 11 through 27, Block 18, Unit A Plattsburg Subdivision, according to the Plat thereof recorded in Plat Book 4, Page 20, Public Records of DeSoto County, Florida;

AND LESS AND EXCEPT:

The Right of Ways of 32nd and 33rd Avenues from Kings Highway (County Road 769) to the West Right of Way line of Rainey Street, as shown on the Plat of Unit A Plattsburg Subdivision recorded in Plat Book 4, Page 20, Public Records of DeSoto County, Florida.

AND LESS AND EXCEPT:

The Right of Way of Rainey Street from the North Right of Way of 32nd Avenue to the South Right of Way of 33rd Avenue, as shown on the Plat of Unit A Plattsburg Subdivision recorded in Plat Book 4, Page 20, Public Records of DeSoto County, Florida.

A portion of the above described lands having been replatted and now known as the following:

All of the Plat of STONEYBROOK OAKS, according to the Plat thereof, recorded in Plat Book 9, Page 92, of the Public Records of DeSoto County, Florida.

## EXHIBIT "B"

### PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2007 and subsequent years.
2. Dedication, easements and restrictions as contained on the Plat of Stoneybrook Oaks recorded in Plat Book 9, Page 92 of the Public Records of DeSoto County, Florida.
3. Notice of Establishment of the Stoneybrook Oaks Community Development District recorded in Official Records Book 568, Page 1573 of the Public Records of DeSoto County, Florida.
4. Final Judgment recorded in Official Records Book 574, Page 474 of the Public Records of DeSoto County, Florida.
5. The nature, extent or existence of riparian rights.
6. Rights of tenants in possession, if any, under leases not recorded in the Public Records.

## **Exhibit D**

**Initial Board of Supervisors  
Oak Stone Community Development District**

1. Michael Lawson  
c/o Metro Development Group, LLC  
2502 N. Rocky Point Drive  
Suite 1050  
Tampa, FL 33607  
Telephone: (813) 288-8078 / Fax: (813) 288-8178
  
2. Doug Draper  
c/o Metro Development Group, LLC  
2502 N. Rocky Point Drive  
Suite 1050  
Tampa, FL 33607  
Telephone: (813) 288-8078 / Fax: (813) 288-8178
  
3. Lori Price  
c/o Metro Development Group, LLC  
2502 N. Rocky Point Drive  
Suite 1050  
Tampa, FL 33607  
Telephone: (813) 288-8078 / Fax: (813) 288-8178
  
4. Brittany Crutchfield  
c/o Metro Development Group, LLC  
2502 N. Rocky Point Drive  
Suite 1050  
Tampa, FL 33607  
Telephone: (813) 288-8078 / Fax: (813) 288-8178
  
5. Christie Ray  
c/o Metro Development Group, LLC  
2502 N. Rocky Point Drive  
Suite 1050  
Tampa, FL 33607  
Telephone: (813) 288-8078 / Fax: (813) 288-8178

## **Exhibit E**



# PAPE-DAWSON

6901 PROFESSIONAL PKWY EAST, STE 103 | SARASOTA, FL 34240 | 941.444.6644  
FLORIDA ENGINEERING FIRM #39101 | FLORIDA SURVEYING FIRM #LB8694

DATE	12/16/25
PROJECT	OAKSTONE
DRAWING	LUMAP
DRAWN	CEJ
CHECKED	MJM

Existing Utilities  
OAKSTONE  
DeSoto County, Florida

SCALE	
1" = 1,000'	
SEC.-TSP.-RWG.	
29&30-395-23E	
SHEET	OF
1	1

## **Composite Exhibit F**

## OAK STONE

Description	Phase 1 2026	Phases 2-5 2027-2030	Total Estimated Budget
Engineering Design, Permitting, Surveying, Testing	\$1,177,000	\$3,531,000	\$4,708,000
Consultant Management Fees	\$686,250	\$2,058,750	\$2,745,000
Storm Water Management	\$4,482,300	\$13,446,900	\$17,929,200
Roads	\$3,278,350	\$9,835,050	\$13,113,400
Potable Water	\$1,380,525	\$4,141,575	\$5,522,100
Sanitary Sewer	\$1,619,600	\$4,858,800	\$6,478,400
Dry Utilities Trenching	\$438,000	\$1,314,000	\$1,752,000
Landscaping/Irrigation/Hardscape/Trails/ Recreational facilities	\$1,113,000	\$3,339,000	\$4,452,000
Permit and Other Fees	\$284,500	\$853,500	\$1,138,000
Contingency	\$461,500	\$1,384,500	\$1,846,000
<b>Total</b>	<b>\$14,921,025</b>	<b>\$44,763,075</b>	<b>\$59,684,100</b>

# OAK STONE COMMUNITY DEVELOPMENT DISTRICT

## Proposed Infrastructure Plan

Facility	Construction Funded By	Ownership	Operation and Maintenance
Storm Water Management	CDD	CDD	CDD
Roadways	CDD	CDD	CDD
Potable Water	CDD	DeSoto County	DeSoto County
Sanitary Sewer	CDD	CDD/NFI*	CDD/NFI*
Offsite Roadways	CDD	DeSoto County	DeSoto County
Offsite Utilities	CDD	DeSoto County	DeSoto County
Landscaping/Hardscape/Trail/ Recreation Facilities	CDD	CDD	CDD
Dry Utilities Trenching	CDD	CDD/FP&L**	CDD/FP&L**

\*NFI – Ni Florida, Inc.

\*\*FP&L – Florida Power & Light

## **Exhibit G**

# **OAK STONE COMMUNITY DEVELOPMENT DISTRICT**

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## **STATEMENT OF ESTIMATED REGULATORY COSTS**

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**PREPARED BY:**

**Kai Connected, LLC  
2502 N. Rocky Point Drive, Suite 1000  
Tampa, Florida 33607  
(813) 565-4663**

January 27, 2026

**STATEMENT OF ESTIMATED REGULATORY COSTS  
FOR THE ESTABLISHMENT OF THE  
OAK STONE COMMUNITY DEVELOPMENT DISTRICT**

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## **I. INTRODUCTION**

### **1. Definitions**

The following defined terms are used throughout this document:

“Agency” means each other unit of government in the state, including counties and municipalities, to the extent they are expressly made subject to this act by general or special law or existing judicial decisions.

“County” means DeSoto County, Florida.

“District” means Oak Stone Community Development District.

“Petition” means the petition filed with DeSoto County to establish the Oak Stone Community Development District.

“Petitioner” means Oak Stone, LLC, a Florida limited liability company.

“Ordinance” means the proposed ordinance creating Oak Stone Community Development District.

### **2. Purpose**

This Statement of Estimated Regulatory Costs (“SERC”) is intended to fulfill the requirements of Section 190.005, Florida Statutes (“F.S.”) which outlines the required elements of a valid petition to establish a community development district. Specifically, Section 190.005(1)(a)8, F.S., requires that a SERC is prepared per Section 120.541, F.S.

The scope of this SERC is limited to the factors considered to be material or relevant to the Community Development District establishment process and, more specifically, those items for inclusion required by Section 120.541(2), F.S.

### **3. Overview of Oak Stone Community Development District**

The proposed District will encompass approximately 343.9 acres. The Petition defines a plan to finance, acquire, construct, and maintain the following types of infrastructure, including, but not limited to, District Roads, Stormwater Management, Utilities (Potable Water and Wastewater), Irrigation, Landscaping and Wetland/Preserve Areas.

The District will finance the infrastructure improvements described above through special or non-ad valorem assessment revenue bonds. Annual assessments will be levied against all benefited properties within the District through special or non-ad valorem assessments. Par values are assigned to individual units to permit the prepayment of debt service obligations if the property owner desires. Ongoing operations and maintenance for District-owned facilities will be funded through maintenance assessments levied against all properties that benefit from the District. The District is structured to be financially independent as intended by the Legislature. It does not require any subsidy from the State of Florida or any tax dollars from those residents of the County generated outside the District. It will not place any additional economic burden on those persons not residing within the District.

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**II. STATUTORY REQUIREMENTS**

Section 120.541 (2), F.S., read in conjunction with Section 190.005(1)(a)8, F.S., outlines the requirements of a valid SERC:

- (1) An economic analysis showing whether the rule directly or indirectly:
  - a. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment over \$1 million in the aggregate within 5 years after the implementation of the rule;
  - b. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation above \$1 million in the aggregate within 5 years after the implementation of the rule; or
  - c. Is likely to increase regulatory costs, including any transactional costs, above \$1 million in the aggregate within 5 years after the rule's implementation.
  
- (2) A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the rule.
  
- (3) A good faith estimate of the cost to the agency and to any other state and local government entities of implementing and enforcing the proposed rule and any anticipated effect on state or local revenues.
  
- (4) A good faith estimate of the transactional costs likely incurred by individuals and entities, including local government entities, required to comply with the rule's requirements. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based on standard business practices and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the ordinance, additional operating costs incurred, the cost of monitoring and reporting and any other costs necessary to comply with the rule.
  
- (5) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, F.S.
  
- (6) Any additional information that the agency determines may be helpful.
  
- (7) A description of any regulatory alternatives or the reasons for rejecting the alternative in favor of the establishment of the District.

**THIS SPACE IS LEFT BLANK INTENTIONALLY**

- 1. An Economic Analysis Showing Whether The Rule Directly Or Indirectly:**
  - a. Is likely to have an adverse impact on Economic Growth, Private Sector Job Creation Or Employment, Or Private Sector Investment Above \$1 Million In The Aggregate Within 5 Years After The Implementation Of The Rule;**
  - b. Is likely to have an adverse impact on Business Competitiveness, Including The Ability Of Persons Doing Business In The State To Compete With Persons Doing Business In Other States Or Domestic Markets, Productivity, Or Innovation Above \$1 Million In The Aggregate Within 5 Years After The Implementation Of The Rule; Or**
  - c. Is Likely To Increase Regulatory Costs, Including Any Transactional Costs, Above \$1 Million In The Aggregate Within 5 Years After The Rule Implementation.**

The District is not likely to harm the items described above in (1) a., (1) b., and (1) c. above.

#### *Economic Growth*

The District establishment will likely have no adverse impact above \$1 million. On the contrary, it will likely encourage economic growth over the next 5 years by facilitating the development of the District as a functionally connected community and promoting the compact and financial enhancement of formerly unimproved land. The increase in costs associated with providing additional public infrastructure and services for development will be matched by a comparable increase in revenues. These revenues will be generated by levying assessments against benefited land within the District, of which the relative ratio of revenues to expenditures will change little over time. The District is structured to be self-sufficient in acquiring revenues necessary to fund budgeted expenditures and will positively impact economic growth.

In addition, the option to establish a Community Development District provides a financing mechanism to (i) fund public Infrastructure at a low cost of capital, and (ii) on a timely, self-sufficient basis. The District will be used to finance basic public infrastructure and services. Owners of property within the District agree to a lien on their property, which will be reduced over time through the annual payment of a special assessment. The assessment is used to pay debt service on bonds and/or annual maintenance and District operating expenditures, secured further by the assessed property as collateral. Assessment liens are superior to private liens, such as construction or mortgage loans. This structure results in a lower cost of capital than is otherwise available to fund public infrastructure and supports community development. New development leads to increased property values, a broader tax base, and higher tax revenues for the community. It also creates an immediate demand for new streets, water and sewer capacity, and other infrastructure necessities. The District will fund, construct, and/or acquire the public infrastructure serving lands within the District. New growth can "pay for itself" instead of burdening an entire community with its costs.

#### *Job Creation*

Compared to the existing land use of the property, the development of the District and subsequent residential improvements would trigger private job creation. In general, volatility in the number of home-building projects in a region can have considerable ramifications for the productivity levels of many other local industries. A jump in residential construction drives the demand for steel, wood, electricity, glass, plastic, wiring, piping, and concrete. The need for skilled construction workers, such as bricklayers, carpenters, and electricians, also soars. By one estimate, some 1,500 full-time jobs are created for every 500 single-family homes under construction. In 2012, the National Association of Home Builders (NAHB) estimated that the impacts of increased home building included the creation of three new jobs and \$23,000 in state and local taxes from

constructing one average new single-family home. In April of 2020, the NAHB released its estimates of the economic impact that residential construction has on the economy, which included the following:

- Building an average single-family home: 2.90 jobs, \$129,647 in taxes
- Building an average rental apartment: 1.25 jobs, \$55,909 in taxes
- \$100,000 spent on remodeling: 0.75 jobs, \$29,797 in taxes

*Transactional Costs and Competitiveness*

In the aggregate, transactional costs exceeding \$1 million are unlikely to occur within 5 years after the establishment and development of the District are completed. Any transactional costs are covered by the assessments described above. The establishment of the District is unlikely to harm business competitiveness, including the ability of persons or entities to conduct trade with businesses located in other states and/or domestic business partners, productivity, or innovation, above \$1 million in aggregate, within 5 years. Home building will increase the property tax base, which is responsible for generating revenues that support local schools and community infrastructure, ultimately leading to a more competitive County.

**2. A Good Faith Estimate Of The Number Of Individuals And Entities Likely To Be Required To Comply With The Ordinance, Together With A General Description Of The Types Of Individuals Likely To Be Affected By The Ordinance.**

The individuals and entities likely to be required to comply with the Ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized as follows: The State of Florida and its residents, the County and its residents, current property owners within the District, and future property owners within the District.

**THE STATE OF FLORIDA**

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment of the District. They will only be affected by the expenditures the State incurs, which will be offset by nominal administrative costs outlined in Section 3 below.

**DESOTO COUNTY**

The County and its residents not residing within the District will be affected to the degree that human resources are expended on document review and the partnership approach required for this development. The County has established a petition review fee, which is intended to compensate for the efforts of County staff in the district establishment review process.

**CURRENT PROPERTY OWNERS WITHIN THE DISTRICT**

The current property owners of the lands within the District will not be negatively affected by the District's establishment. In fact, the current property owners will benefit from the District by facilitating land development and improvements within the District.

**FUTURE PROPERTY OWNERS**

Future property owners are those who will own property in the proposed District. They will be affected to the extent that the District allocates debt for the construction of public infrastructure improvements and undertakes operation and maintenance responsibility for specific infrastructure and administration.

**3. A Good Faith Estimate Of The Cost To The Agency, And To Any Other State And Local Entities, Of Implementing And Enforcing The Proposed Ordinance And Any Anticipated Effect On State And Local Revenues.**

*3.1. Cost To The Agency And To Any Other State And Local Entities Of Implementing And Enforcing The Proposed Ordinance*

**State Government Entities**

Upon establishing the District, the State of Florida will incur only nominal administrative costs to review the required periodic reports pursuant to Chapters 190 and 189, F.S. These reports include the annual financial report, annual audit, and public financing disclosures. These reporting requirements took effect upon the establishment of the District and created the need for additional reporting of District expenditures. To offset these costs, the Legislature has established a maximum fee of \$175 per District per year to pay the expenses incurred by the Special Districts Information Program to administer the reporting requirements of Chapter 189, F.S. Because the District, as defined in Chapter 190, F.S., is designed to function as a self-sufficient, independent special-purpose governmental entity, it is responsible for its own management. Therefore, no additional burden has been placed on the State due to the District's establishment except for the reporting requirements outlined above or later established by law.

**DeSoto County**

Upon establishing the District, the County will not incur any quantifiable ongoing costs resulting from its existence. The District would be responsible for submitting its annual budget, financial report, audit, and public financing disclosures to the County. Since there are no legislative requirements for review or action, neither agency will necessarily incur any costs. The County, however, may choose to review these documents, which are offset by a fee paid to the County for the administrative review process.

In addition, the District may choose to collaborate with the DeSoto County Property Appraiser and the DeSoto County Tax Collector to collect special or non-ad valorem assessments levied to repay bonds issued for the acquisition and construction of public infrastructure improvements. Fees charged to the District will offset the costs incurred by these agencies to make these collections. Therefore, no additional burden is placed on the County to collect the revenue.

*3.2. Any Anticipated Effect on State and Local Revenues*

It is anticipated that the approval of this petition will not negatively impact State revenues. The District has the potential for an increase in State sales tax revenue resulting from a stimulated economy. However, it is impossible to estimate this increase with any certainty. Additionally, local ad valorem tax revenues may increase due to prolonged increases in property values resulting from the District's construction, infrastructure installation, and ongoing maintenance services. Similarly, private development within the District, which the District's activities will facilitate, is expected to impact property values positively and, consequently,

ad valorem taxes. Additional revenues will be generated by future residents of the District, including, but not limited to, increased gas tax collections, utility taxes, and fees from both public and private utilities. In addition, impact fees and development permit revenue are expected to be generated by private development within the District, and local revenues are also expected to increase accordingly.

There is no cause for concern that a District obligation could become a State or County obligation, thereby negatively affecting state or local revenues. This cannot occur as Chapter 190 specifically addresses this issue and states: "It is further the purpose and intent of the Legislature that no debt or obligation of a district constitutes a burden on any local general-purpose government without its consent." Section 190.002(3), F.S. "A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state." Section 190.016(15), F.S.

**4. A Good Faith Estimate Of The Transactional Costs Likely To Be Incurred By Individuals And Entities, Including Local Government Entities, Required To Comply With The Requirements Of The Ordinance.**

The transactional costs associated with establishing the District are primarily related to financing infrastructure improvements. The District will determine what infrastructure it considers prudent to finance through the sale of bonds. When the District decides to issue bonds, assessments will be levied against benefited property owners within the District. The revenue generated by the payment of these assessments will be used to repay the bonds. The real estate within the district secures the obligation to pay the assessments. It is transferred proportionately to new property owners upon selling any portions of the property.

Operations and maintenance assessments will be imposed on the District's property owners to fund infrastructure maintenance costs. As with the special assessments for infrastructure acquisition and construction, landowners are responsible for paying these assessments based on their relative property ownership of the areas benefiting from infrastructure improvements and subsequent maintenance.

All persons choosing to acquire property in the District will be responsible for such assessments in addition to the taxes or assessments imposed by the County and/or other taxing authorities.

Landowners receive substantial benefits in exchange for paying these special assessments. Specifically, these individuals can expect to receive a higher level of service because they, as property owners, elect the members of the District's Board of Supervisors. Furthermore, the District is limited in jurisdiction, and responsibility is constrained to a single development. Therefore, the District administrators should be extremely accessible and responsive to the needs of the property owners within the District. Community Development Districts provide the opportunity for a higher level of service to county residents without impacting the service capacity of other local governments.

**5. An Analysis Of The Impact On Small Businesses As Defined By Section 288.703, F.S., And An Analysis Of The Impact On Small Counties And Small Cities As Defined By Section 120.52, F.S..**

Section 288.703, F.S., defines “Small Business” as:

An independently owned and operated business concern employs 200 or fewer permanent full-time employees and, with its affiliates, has a net worth of not more than \$5 million, or any firm based in this State with an Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

Section 120.52, F.S., defines “Small City” as:

Any municipality that has an unincarcerated population of 10,000 or less, according to the most recent decennial census.

Section 120.52, F.S. defines “Small County” as:

Any county that has an unincarcerated population of 75,000 or less, according to the most recent decennial census. According to the 2020 US Census’s Rank of Florida Counties by Population Size in 2020 and Population Distribution, the county's total estimated population was 33,976, making it a small county in the state.

The proposed District should not have any negative impact on small businesses. Large or small businesses can locate their operating facilities within a community development district, provided the local governmental authority has issued the appropriate land use approvals. Those who choose this option will be subject to the financial obligations imposed by the District but will enjoy the resulting benefits derived from operating within the District’s boundaries. Currently, the District does not contain any potential commercial property and, therefore, would not contribute to any competition with the local business community.

The financial obligations would be in the form of special assessments, while the benefits would be in the form of higher-quality and lower-cost development. This should, in theory, be more conducive to a business's economic success.

Furthermore, the District operates in accordance with Florida’s “Sunshine” laws and must follow specific competitive bidding requirements for certain goods and services it purchases. As a result of the District’s establishment and the subsequent development, small businesses should be better able to compete for District business serving the lands to be included within the District. The District does not discriminate regarding the size of businesses that can be located within the boundaries or transact business with the District.

The development of the District will have a positive impact on the local economy's small businesses. As outlined above, the success of the development will generate increased employment and stimulate economic activity in the area through increased construction expenditures related to infrastructure and private development, thus providing enhanced opportunities for small businesses. The County is a small county; the development and improvement of the property subject to this establishment petition should not affect the county nor nearby small cities.

**6. Any Additional Information That the Agency Determines May Be Useful**

This Statement of Estimated Regulatory Costs was prepared for the proposed establishment of the Oak Stone Community Development District and represents the best cost estimate at this time. Kai Connected, LLC prepared this report and in its preparation certain data utilized in this report was provided by the Petitioner and other associated professionals and to our knowledge represents the best information available to date.

**THIS SPACE IS LEFT BLANK INTENTIONALLY**

**7. An Analysis of Alternatives for Delivering Community Development Services and Facilities**

<b>Analysis Of Alternatives For Delivering Community Development Services And Facilities To Be Served By The Oak Stone Community Development District</b>  <b>(Section 190.005(1)(e)4, Florida Statutes)</b>		
Alternative	Description	Analysis
County Financing	The County is responsible for managing the construction of the roadways and all other infrastructure associated with the development. In addition, the County is responsible for maintaining the utilities.	Regardless of the specific mechanism (i.e., MSTU, MSBU, Dependent District), the County would incur costs associated with financing and management of the construction. The source of necessary construction funds would be the County's general revenue fund or issuance of additional debt. Therefore, these costs and annual maintenance costs will be borne by County residents, not just property owners within the District. The County, however, may already have a policy prohibiting the construction of "Subdivision level" infrastructure, as do many other general-purpose local governments.
Private Conventional Financing	The cost of constructing infrastructure is financed through conventional bank financing or a combination of private and equity financing.	Private financing is difficult to obtain and, when available, very expensive. This may result in less affordable housing and/or a decrease in the level of service(s) provided. In addition, annual maintenance would likely be Delegated to a Homeowners' Association (HOA/POA), which does not have the same legal backing to enforce dues and assessments as does the CDD.
Community Development District	A combination of public and private entities establishes a mechanism to finance, construct, maintain, and manage community development services and facilities.	The CDD will incur the cost of issuing Bonds necessary to finance the construction of the necessary infrastructure, will oversee and manage all phases of construction, and will be responsible for the maintenance and management of the common areas on an ongoing basis. All costs associated with these activities will be borne only by those property owners within the District that benefit from the improvements. No County general funds will be used and no County residents outside of the District will incur costs.  <b>RECOMMENDED ALTERNATIVE</b>

**III. CONCLUSION**

The purpose of this SERC is to support the petition filed with the County to establish the Oak Stone Community Development District, as required by Florida Statute, Chapter 190, and prepared per F.S. Section 120.541. The scope of this SERC is limited to the factors considered to be material or relevant to the establishment process and, more specifically, those items for inclusion required by F.S. Section 120.541 (2). The table below summarizes the items in the SERC required by F.S. Section 120.541 (2).

<b>Item</b>	<b>Result</b>
<i>Estimate of the number and type of individuals and entities likely to be required to comply with/affected by the ordinance</i>	The State of Florida and its residents, the County and its residents, current property owners within the District, and future property owners may be required to comply with the ordinance.
<i>Estimate of the cost to the Agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance</i>	<p>The involvement of State/Local Government Entities will be limited to reviewing, interpreting, and summarizing the petition to amend the boundaries of the District. State/Local Government Entities already have the necessary staff in place to process these reports, and the costs related to these changes are nominal. Section 189.427, F.S., sets forth an annual fee schedule applicable to special districts to help compensate for the minimal costs.</p> <p>The County and its staff will review, conduct a public hearing, and vote upon the Petition to establish the District. The filing fee will offset modest costs to perform these tasks. In addition, the Petitioner must fund and publish the notice of public hearing within a newspaper of general, local circulation in accordance with statutory noticing requirements.</p>
<i>Any anticipated effect on state or local revenues</i>	<p>The establishment of the District should have no negative impact on state and local revenues.</p> <p>Local tax revenues may be impacted positively due to the potential increase in long-term property values both within and within close proximity to the District. New commercial activity will increase revenue collection for State and local agencies.</p>
<i>A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance</i>	<p>The majority of the District's transactional costs result from the actual financing of the infrastructure improvements, which are typically borne entirely by the District through bonds secured by special assessments.</p> <p>Local government entities (e.g., the County) should not incur major transactional costs related to the ordinance establishing the District.</p>
<i>An analysis of the impact on small businesses, small counties, and small cities.</i>	<p>An overall increase in local economic activity (i.e., local small businesses within close proximity to the District) may be felt due to increased traffic, employment, and construction and development.</p> <p>Furthermore, certain contracts for goods and services needed by the District are competitively bid. This will allow many small businesses the opportunity to provide bids to the District for these goods and services.</p> <p>No negative impact on small cities or counties. The costs to fund the infrastructure improvements are financed entirely by the District, and furthermore, that debt obligation is the responsibility of the property owners within the District.</p>

**EXHIBITS**

**OAK STONE  
COMMUNITY DEVELOPMENT DISTRICT**

**Proposed Infrastructure Plan**

<b>Facility</b>	<b>Construction Funded By</b>	<b>Ownership</b>	<b>Operation and Maintenance</b>
Storm Water Management	CDD	CDD	CDD
Roadways	CDD	CDD	CDD
Potable Water	CDD	DeSoto County	DeSoto County
Sanitary Sewer	CDD	CDD/NFI*	CDD/NFI*
Offsite Roadways	CDD	DeSoto County	DeSoto County
Offsite Utilities	CDD	DeSoto County	DeSoto County
Landscaping/Hardscape/Trail/ Recreation Facilities	CDD	CDD	CDD
Dry Utilities Trenching	CDD	CDD/FP&L**	CDD/FP&L**

\*NFI – Ni Florida, Inc.

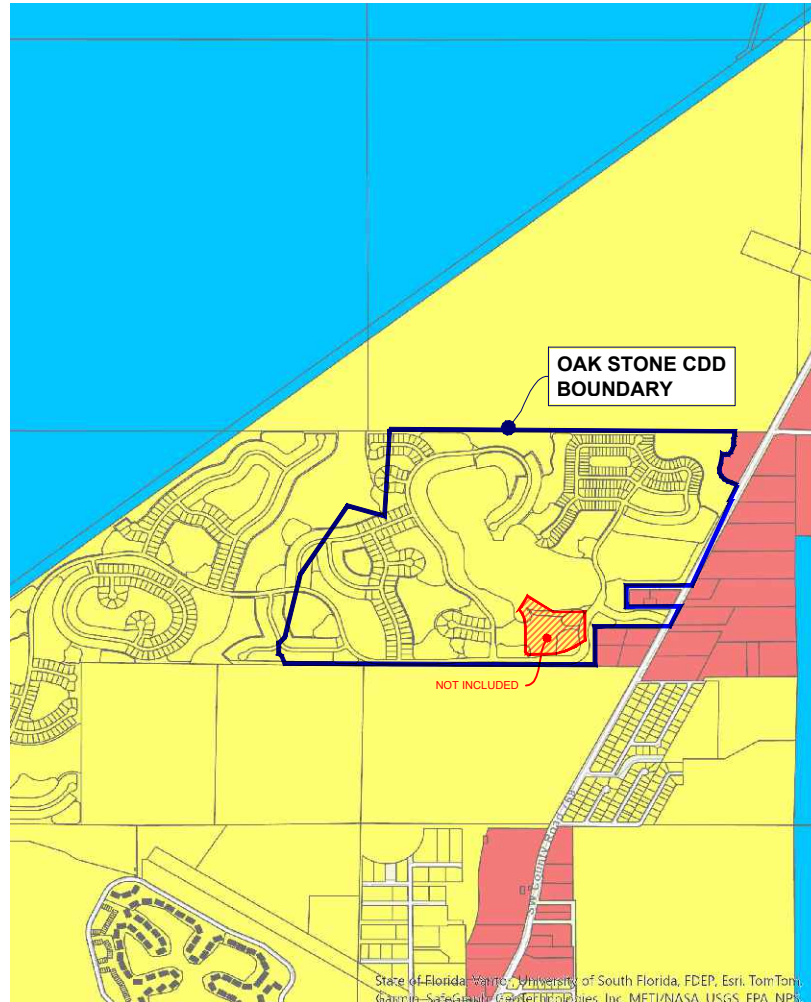
\*\*FP&L – Florida Power & Light

**OAK STONE**

Description	Phase 1 2026	Phases 2-5 2027-2030	Total Estimated Budget
Engineering Design, Permitting, Surveying, Testing	\$1,177,000	\$3,531,000	\$4,708,000
Consultant Management Fees	\$686,250	\$2,058,750	\$2,745,000
Storm Water Management	\$4,482,300	\$13,446,900	\$17,929,200
Roads	\$3,278,350	\$9,835,050	\$13,113,400
Potable Water	\$1,380,525	\$4,141,575	\$5,522,100
Sanitary Sewer	\$1,619,600	\$4,858,800	\$6,478,400
Dry Utilities Trenching	\$438,000	\$1,314,000	\$1,752,000
Landscaping/Irrigation/Hardscape/Trails/ Recreational facilities	\$1,113,000	\$3,339,000	\$4,452,000
Permit and Other Fees	\$284,500	\$853,500	\$1,138,000
Contingency	\$461,500	\$1,384,500	\$1,846,000
<b>Total</b>	<b>\$14,921,025</b>	<b>\$44,763,075</b>	<b>\$59,684,100</b>

**Kai Connected, LLC  
2502 N. Rocky Point Drive, Suite 1000  
Tampa, Florida 33607  
(813) 565-4663**

**Composite Exhibit H**



### INDEX

- LOW DENSITY RESIDENTIAL USE
- PRESERVATION
- COMMERCIAL

# PAPE-DAWSON

6901 PROFESSIONAL PKWY EAST, STE 103 | SARASOTA, FL 34240 | 941.444.6644  
 FLORIDA ENGINEERING FIRM #39101 | FLORIDA SURVEYING FIRM #LB8694

DATE 12/16/25	
PROJECT OAKSTONE	
DRAWING LUMAP	
DRAWN CEJ	CHECKED M.M.

Future Land Use Map  
**OAKSTONE**  
 DeSoto County, Florida

SCALE 1"=1/2mile	
SEC.-TSP.-RWG. 29&30-395-23E	
SHEET <b>1</b>	OF <b>1</b>

## COMPOSITE EXHIBIT H

### CITATIONS TO THE DESOTO COMPREHENSIVE PLAN AND STATE COMPREHENSIVE PLAN AND CORRESPONDING ANALYSIS

#### I. Oak Stone Petition Citations to and Analysis of the DeSoto County Comprehensive Plan

**GOAL 1: FUTURE GROWTH. Future Land Use Element. Through 2040, future growth in DeSoto County will be managed using sustainability and smart growth principles to accommodate new growth without compromising the ability of future generations to meet their needs. The Future Land Use Element shall be used as a tool to direct the most intensive growth into the urban center and surrounding areas, optimizing services and infrastructure, protecting the rural character of the County, and protecting the environment.**

- The establishment of this CDD meets Goal 1, because it replaces a former CDD (Oak Stone East) with another CDD in its place that has similar acreage within its boundaries. The establishment of a CDD is a smart growth mechanism because it allows for the funding of infrastructure and development that the County does not need to fund itself, which optimizes services and infrastructure because County funds may be spent elsewhere. Furthermore, the establishment of the new CDD will not impact the current zoning approvals, which govern the development program for the project and ensure that the development conforms to the requirements of the County's Comprehensive Plan.

**Future Land Use Element. Policy 1.14.2: Use Compatibility. Compatibility between uses will be defined by level of density and intensity rather than by use, with the exception of large-scale public uses such as airports, regional hospitals, refineries and correctional institutions.**

- The Establishment of the CDD does not change the proposed use of the site. The site/project will still be developed in conformance with the approved Zoning Ordinance(s), which have been reviewed and approved by the Board of County Commissioners and found to be consistent with the County's Comprehensive Plan policies related to density, intensity and compatibility.

**Future Land Use Element. Objective 1.8: Financial Feasibility. The County shall strive to ensure that there are appropriate funding techniques to provide for effective stormwater management.**

- The CDD funds the stormwater infrastructure to accommodate the new housing associated with this project through the validation of bonds and assessments to the landowners. Accordingly, the County will be meeting Objective 1.8 of the Drainage Element of the Comprehensive Plan because funding is appropriate and ensures effective stormwater management.

**Future Land Use Element. Objective 1.16: Sprawl and Redevelopment. The County shall maintain regulations and procedures to limit the proliferation of urban sprawl and encourage redevelopment and revitalization of blighted areas. Policy 1.16.2: The County shall direct development to areas where services and facilities are available to accommodate additional growth.**

- For the acreage within the proposed boundaries of the CDD, adequate services and facilities will be constructed to accommodate the growth that has been approved as part of the overall project, which approved via Zoning Ordinance and PD Ordinance. These approved zoning ordinances and PD Agreements served to confirm capacity in the County's existing utilities

systems that this development will connect to for water, and the project will be providing its own sanitary sewer treatment system on-site. Therefore, by virtue of the proposed infrastructure and approved zoning ordinances for the project, urban sprawl has already been addressed.

**GOAL 4: PLANNING FRAMEWORK: NEW COMMUNITIES.** Through 2040, the County shall establish a planning framework and implementation strategy for DeSoto County for the creation of new communities that will enhance the livability of the County and that will provide: (1) A “smart growth” approach to accommodate additional growth and new development in a sustainable form focusing on compact growth, connectivity and protection of rural areas and natural resources; (2) Long-term mobility; and (3) A logical extension of urban uses that successfully transitions to existing patterns of rural development.

- Smart and sustainable growth is rooted in the establishment of the CDD, as the funding and financing of the sprawl of infrastructure is funded by a source other than the County, making new development more feasible.

**Objective 5.4.: Land Management.** Encourage and manage land use patterns in conjunction with innovative transportation strategies that serve to optimize energy conservation with sound economic, environmental, and social principles. **Policy 5.4.1:** Promote increases in land use densities and intensities along high volume transportation corridors and establish urban clusters, preserving rural land for agriculture and conservation in accordance with the patterns established on the Future Land Use Map. **Policy 5.4.2:** Encourage clustered residential growth and higher densities, proximate to employment centers with multi-modal opportunities.

- The establishment of the CDD will provide for clustered residential growth and higher density, which is proximate to employment centers, in keeping with the aforementioned zoning approvals for the project.

**Transportation Element: GOAL 2: FINANCING.** The County shall develop a financially feasible transportation system that meets the accessibility needs of the County residents. **Object 2.1: Capital Improvement Program.** The County shall implement a capital improvement plan, methods of funding, and fiscal controls for all major traffic and roadway projects. **Objective 2.2: Financing mechanisms.** The County shall investigate new financing alternatives to overcome shortfalls of transportation funding. **Policy 2.2.2:** New development shall pay a share of transportation improvement costs through impact fee assessments, construction of roadway facilities, donations of needed rights-of-way or other appropriate means.

- The establishment of the CDD means that the developer will fund roadways and right of ways throughout the development, which is a funding mechanism that aids in the financial feasibility of the County transportation system.

**Housing Element: Objective 1.1: Housing Supply.** DeSoto County shall assist the private sector to provide adequate housing necessary to house the County's anticipated population through 2040. **Policy 1.1.1:** DeSoto County shall review the regulatory and permitting process to eliminate unnecessary impediments to the provision of housing in effort to increase housing supply to meet demand. **Policy 1.1.2:** The County shall assist developers of residential dwelling units by providing technical and administrative support regarding permitting and regulations to maintain a housing production capacity level sufficient to meet the demand.

- The County’s plan states that it shall review the regulatory and permitting process to eliminate unnecessary impediments to the provision of housing in effort to increase housing supply to meet demand, as well as that the County will assist developers of residential dwelling units by providing technical and administrative support regarding those permits and regulations to support housing production capacity. The establishment of a CDD is an opportunity to do just that.

**Objective 1.3: Affordable Housing. The County shall encourage and assist the private sector in the provision of safe, sanitary, and affordable housing, particularly for the very low, low and moderate-income households. The County, in cooperation with appropriate agencies, shall continue actions to make affordable housing available through housing implementation programs, specifically suited to meet the needsoflow-income households.**

- The establishment of this CDD is a means for the County to assist the private sector in providing affordable housing for the citizens of DeSoto County.

**Objective 1.8: Infill. The County shall promote infill development by supporting alternative development standards where necessary and feasible. Policy 1.8.1: DeSoto County shall maintain its vacant residential parcel map and database of County property. Such a system should include the size, location, physical characteristics, utilities, zoning, and ownership data.**

- As noted in previous responses, this project has already obtained necessary zoning approvals from DeSoto County which address this Comprehensive Plan Objective. The establishment of the CDD does not propose to alter any of the previous zoning approvals.

**Sewer and Potable Water Element: Objective 1.2. Maximizing Existing Facilities. The County shall maximize the use of existing potable water facilities within its service area and shall promote compact efficient growth patterns. Policy 1.2.1: The County shall seek to maximize the use of existing sanitary sewer infrastructure facilities in order to minimize urban sprawl by requiring new development to pay the total costs for the placement of infrastructure necessary to service the development, thus making infill development and development along existing utility lines more cost effective.**

- This project has already been approved via previous zoning and development approvals that demonstrate compliance with this objective. The project will connect to County potable water supply and will provide its own on-site sewer treatment system. Because the CDD funds and pays the total costs for the placement of that infrastructure which will serve the development, and maximizes the use of existing facilities through the bond-funded connection, this directly meets Objective 1.2 and Policy 1.2.1 of the Drainage Element.

**Objective 1.4: Future Needs. Based upon population projections, the County will ensure the supply and treatment of safe potable water distribution through the 2040 planning horizon to meet the adopted level of service standards. Policy 1.4.6: The County shall encourage and require, as needed, the interconnection and looping of existing and proposed segments of the potable water distribution system.**

- Based upon its own policy, the County has an obligation to encourage and require the interconnection and looping of existing and proposed segments of potable water distribution.

The establishment of the CDD and the associated potable water infrastructure would mean an interconnection of a proposed segment of potable water distribution.

**Objective 1.5: Service Area Development.** The County shall adopt a service area boundary for potable water around development activity areas and shall discourage leapfrog development and urban sprawl. **Policy 1.5.3:** The County shall be the primary provider of potable water to residential and non-residential uses within the County’s service area. **Policy 1.5.4:** The County shall continue to maximize the use of the existing potable water treatment facilities connected to the central water system.

- The planned potable water infrastructure for the CDD will connect to the County’s potable water system, because it falls within the County’s potable water service area (defined as within any portion of unincorporated DeSoto County, exclusive of established public or private water utility service areas). To allow for another connection to the potable water system, such as the infrastructure proposed for this CDD establishment, would mean maximization of that existing system while allowing the County to maintain its status as primary potable water provider to the residential and non-residential uses within its defined service area.

**Objective 1.2: Sanitary Sewer Element. Maximize Existing Facilities.** The County shall maximize the use of existing sanitary sewer facilities within its service area and shall promote compact efficient growth patterns. **Policy 1.2.1:** The County shall seek to maximize the use of existing sanitary sewer infrastructure facilities in order to minimize urban sprawl by requiring new development to pay the total costs for the placement of infrastructure necessary to service the development, thus making infill development and development along existing utility lines more cost effective. **Policy 1.2.5:** When existing central sanitary sewer service is determined to be unavailable to new development, the County shall require the new development to extend the central sewer system at the developer’s expense to service subject property, subject to the following conditions: (1) The connection between the new development and the existing sanitary sewer line must be along a legally dedicated right-of-way or recorded easement; and (2) The existing line to be connected to must have available, unreserved capacity. (3) All lift and pump stations shall be dedicated fee simple to the County.

- In accordance with Objective 1.2 and Policy 1.2.1, the sanitary sewer infrastructure of the CDD, once established, will be funded by the CDD’s issuance of bonds and eventually conveyed to the County. So, this maximizes both the use of the existing sewer system as required by the policy by extending that system, and meets the cost effectiveness requirement that funding be provided by the development. The infrastructure will meet the requirements of Policy 1.2.5 with regard to extension of the central sewer system, if applicable.

**Objective 1.4: Future Sanitary Sewer System.** The County shall ensure that the County’s sanitary sewer collection, transmission, treatment, and disposal systems are adequate to service the future land uses within the County’s service area. **Policy 1.4.7:** The County shall coordinate the utility and transportation planning efforts to take advantage of the most economical construction and maintenance costs possible when installing, repairing and/or replacing utility lines, roads and sewers.

- Due to the CDD’s funding mechanism, once established and the infrastructure is built out, the County will have met this Objective and Policy because the most economical construction and

maintenance of additional sewer systems would be the initial funding from a source other than the County. Likewise, additional sewer infrastructure that is adequate to service future land uses proposed by this development within the service area of the County are accounted for, so the County receives infrastructure which supports residents of the County at no cost to the County for installation.

## **II. DeSoto County Future Land Use Element (2020) Citations and Analysis**

### **B. EXISTING LAND DATA 5. Land Uses of Adjacent Counties**

**DeSoto County is bordered by Highlands County to the east, Charlotte County to the south, Hardee County to the north, Sarasota County to the west, Manatee County to the northwest and Glades County to the southeast.**

#### **a. Charlotte County**

Charlotte County has several community development districts, including Heritage Lake Park.

#### **e. Sarasota**

Sarasota County has several community development districts, including Lakewood Ranch.

### **C. Land Use Analysis, 2. Analysis of Public Facilities Affecting Development**

#### **A. Potable Water**

**In addition to the County and City facilities, there are six (6) other existing public potable water treatment facilities located in DeSoto County. These facilities are owned and operated by various public utilities, agencies, or institutions including the Peace River/Manasota Regional Water Supply Authority. Except for the Peace River/Manasota Regional Water Supply Authority, the other public water treatment systems are limited to serving a particular facility (i.e., school, public building, etc.); and as such, are not intended to provide service beyond those facilities. The Peace River/Manasota Regional Water Supply Authority supplies water for a four-county region. The Authority has capacity to serve DeSoto County through 2030 for the growth projected on the future land use map.**

- The DeSoto County Future Land Use Element (FLUE) states that City and County facilities exist for potable water, and that the Peace River/Manasota Regional Water Supply Authority has the capacity to serve DeSoto County through 2030 for the growth projected on the FLUM. The establishment of the District falls within that projected growth, so the District construction of additional potable water connections will not exacerbate or overextend the existing capacity of the DeSoto County potable water system.

### **C. Land Use Analysis, 4. Vacant Land Analysis**

#### **d. Solid Waste**

**DeSoto County currently has one landfill with five cells that serves the entire county. The County provides mandatory residential curbside collection countywide for solid waste, through a franchised hauler. Unincorporated, nonresidential collection is provided through the same franchisee. Owing to the rural nature of DeSoto County, solid waste is deposited by private citizens at the County landfill facility. The City of Arcadia operates a residential and non-**

residential collection service for city customers and deposits their collections at the County landfill facility.

**One of the County's cells, Zone 4, had just opened in February 2007. The County is able to stop hauling solid waste outside County and satisfy all LOS requirements for the County now and for future growth. Additional area for future cells has enough capacity for the long-term planning horizon beyond 2030 as demonstrated in the Solid Waste Element.**

- The FLUE states that the County has its own landfill with five cells that serves the entire county, which allows the County to collect its own solid waste. The District has not asked for waste collection powers, which is compatible with the existing FLUE and County policy. Because the FLUE contemplates enough additional area for waste collection in future cells, and the establishment of the District is compatible with the solid waste capacity planned for by the FLUE.

### **C. Land Use Analysis, 4. Vacant Land Analysis**

**Table I-5 shows that based on vacant lands and Future Land Use Map categories, the County will have adequate land to accommodate the projected population. The potential for 12,394 new dwelling units seems high compared with the need for 6,765 dwelling units (see Housing Element); however, as noted above, the acreage of vacant lands within the conservation overlay were not accounted for. Also, the potential for new units will be impacted by the strict density and location criteria specified in the goals, objectives and policies of this element.**

- The DeSoto County FLUE calls for up to 12,394 homes. When established, this CDD will only include approximately 650 units. 650 units is approximately 5% of what the plan allows for in additional dwelling units. As such, the District is consistent with the FLUE's future land use map because the FLUE plans for such development.

### **III. State Comprehensive Plan Citations and Analysis**

**Section 187.201(4)(a) HOUSING.** *Goal.*—The public and private sectors shall increase the affordability and availability of housing for low-income and moderate-income persons, including citizens in rural areas, while at the same time encouraging self-sufficiency of the individual and assuring environmental and structural quality and cost-effective operations.

- By approving the establishment of Oak Stone CDD, the County will be providing an increase in availability of housing for moderate income persons through a cost-effective operation, which is consistent with this goal of the state comprehensive plan.

**Section 187.201(4)(b)3.** Increase the supply of safe, affordable, and sanitary housing for low-income and moderate-income persons and elderly persons by alleviating housing shortages, recycling older houses and redeveloping residential neighborhoods, identifying housing needs, providing incentives to the private sector to build affordable housing, encouraging public-private partnerships to maximize the creation of affordable housing, and encouraging research into low-cost housing construction techniques, considering life-cycle operating costs.

- The establishment of the Oak Stone CDD is consistent with this portion of the state plan because it involves the private sector's ability to provide affordable housing through a public-private partnership (i.e., the developer and the future board of supervisors) which will help to alleviate

housing shortage. Due to the financing mechanism of the CDD through the issuance of bonds, this maximizes the creation of affordable housing because of the reduced cost to the local municipalities and County, largely through developer-funded and bond-funded infrastructure.

**Section 187.201(15) LAND USE.—**

(a) *Goal.*—In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner.

(b) *Policies.*—

1. Promote state programs, investments, and development and redevelopment activities which encourage efficient development and occur in areas which will have the capacity to service new population and commerce.

- The formation of this CDD promotes efficient development and due to its financing and planned infrastructure, will provide the capacity to service the population boost resulting from the new homes and associated commerce increases in the area. This is consistent with the state plan because the CDD formation meets the policy of promoting efficient development and capacity to serve new populations and commerce in Florida.

**Section 187.201(17) PUBLIC FACILITIES.—**

(a) *Goal.*—Florida shall protect the substantial investments in public facilities that already exist and shall plan for and finance new facilities to serve residents in a timely, orderly, and efficient manner.

(b) *Policies.*— 4. Create a partnership among state government, local governments, and the private sector which would identify and build needed public facilities and allocate the costs of such facilities among the partners in proportion to the benefits accruing to each of them.

5. Encourage local government financial self-sufficiency in providing public facilities.

- The establishment of this CDD provides for the funding and construction of infrastructure, such as roadways and rights of way, wastewater and sewer connections, stormwater infrastructure, and the like. Once the development is substantially complete, certain portions of the infrastructure are turned over to the City or County. So, the County expands its infrastructure without having to finance the process, which is consistent with the state plan's requirement for efficient and timely financing of new facilities to serve residents.

**Section 187.201(20) GOVERNMENTAL EFFICIENCY.—**

(a) *Goal.*—Florida governments shall economically and efficiently provide the amount and quality of services required by the public.

(b) *Policies.*—

1. Encourage greater cooperation between, among, and within all levels of Florida government through the use of appropriate interlocal agreements and mutual participation for mutual benefit.

2. Allow the creation of independent special taxing districts which have uniform general law standards and procedures and do not overburden other governments and their taxpayers while preventing the proliferation of independent special taxing districts which do not meet these standards.

3. Encourage the use of municipal services taxing units and other dependent special districts to provide needed infrastructure where the fiscal capacity exists to support such an approach.

- The establishment of the CDD meets the goal and policies of governmental efficiency as stated by the state comprehensive plan because the fiscal capacity exists to support the establishment of the CDD, primarily through the issuance of bonds and assessments by the CDD once formed, and developer-funded improvements.

# Draft Ordinance

**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA ESTABLISHING THE OAK STONE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; GRANTING SPECIAL POWERS; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Oak Stone, LLC, a Florida limited liability company ("Petitioner") has filed a Petition with the Board of County Commissioners of Desoto County, Florida ("County"), a political subdivision of the State of Florida, to adopt an ordinance establishing the Oak Stone Community Development District ("District"), pursuant to Chapter 190, Fla. Stat., and designating the real property described in **Exhibit A**, attached hereto, as the area of land for which the District is authorized to manage and finance basic service delivery; and

**WHEREAS**, the District will constitute a timely, efficient, effective, responsive and economic method of delivering community development services in the area described in Exhibit A, which the County is currently not able to provide at a level and quality needed to service the District, thereby assisting the County's planning, management and financing needs for the delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

**WHEREAS**, the County has held a public hearing on the Petition in accordance with the requirements and procedures of Sections 190.005(1)(d) and (2)(b) Fla. Stat.; and

**WHEREAS**, the County has considered the record of the public hearing and the factors set forth in Sections 190.005(1)(e) and (2)(c), Fla. Stat.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, THAT:**

**SECTION 1. FINDINGS OF FACT.** The County hereby finds and states that:

1. The "WHEREAS" clauses stated above are adopted as findings of fact in support of this Ordinance;
2. All statements contained in the Petition are true and correct;

3. The creation of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the County's Comprehensive Plan;

4. The area of land within the proposed District is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated community;

5. The creation of the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District;

6. The proposed community development services and facilities to be provided by the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; specifically, the District will not supply or take any action inconsistent with the County's sole and exclusive right to provide and supply water, wastewater and garbage service within the District, unless expressly approved by the County, or impact, interfere with or limit the County's authority to levy taxes and special assessments within the District; and

7. The area that will be served by the District is amenable to separate, special-district government.

## **SECTION 2. CONCLUSIONS OF LAW.**

1. This proceeding is governed by Chapter 190, Fla. Stat.;

2. The County has jurisdiction pursuant to Section 190.005(2), Fla. Stat.; and

3. The granting of the Petition complies with the dictates of Chapter 190, Fla. Stat.

4. The District shall not have and may not exercise any general police powers including without limitation law enforcement, fire and emergency management, zoning, code enforcement and land development powers, unless approved and authorized by the County.

**SECTION 3. CREATION, BOUNDARIES AND POWERS.** There is hereby created the **Oak Stone Community Development District** for the area of land described in **Exhibit A**, attached hereto, which shall exercise the powers of Sections 190.011, and 190.012(1), Fla. Stat., as well as the powers of Section 190.012(2)(a) and (d), Fla. Stat., and which shall operate in accordance with the uniform community development district charter as set forth in Sections 190.006-190.041, Fla. Stat., including the special powers provided under Section 190.012(1), Fla. Stat., and the powers of Section 190.012(2)(a) and (d), Fla. Stat.

**SECTION 4. INITIAL BOARD.** The following five persons are designated as the initial members of the Board of Supervisors:

1. Michael Lawson
2. Doug Draper
3. Lori Price
4. Brittany Crutchfield
5. Christie Ray

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be effective immediately upon the date of filing a copy of this Ordinance with the Secretary of State.

**SECTION 6. SEVERABILITY.** If any section, subsection, sentence, clause, provision, or other part of this Ordinance is held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**

\_\_\_\_\_  
Mandy Hines  
*County Administrator*

\_\_\_\_\_  
Steve Hickox  
*Chair*

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Valerie Vicente  
*County Attorney*

## Exhibit "A"

### OAK STONE COMMUNITY DEVELOPMENT DISTRICT

#### DESCRIPTION:

A parcel of land lying in Sections 29 and 30, Township 39 South, Range 23 East, DeSoto County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southeast corner of Section 30, run thence along the East line of said Section 30, N.00°01'27"W., 2154.12 feet to the **POINT OF BEGINNING**; thence N.89°14'49"W., 1546.51 feet; thence N.22°32'31"W., 92.09 feet; thence 12.22 feet in a northwesterly direction along a tangent curve turning to the left, having a central angle of 27°59'55", with a radius of 25.00 feet, having a chord bearing of N.36°32'29"W. and a chord distance of 12.10 feet; thence N.50°32'26"W., 47.33 feet; thence N.00°45'44"E., 143.16 feet; thence N.43°41'32"E., 110.27 feet; thence N.14°29'33"E., 366.41 feet; thence N.14°29'33"E., 522.52 feet; thence N.34°25'58"E., 1120.39 feet; thence S.74°20'15"E., 523.46 feet; thence N.03°15'42"E., 1183.39 feet; thence N.89°58'19"E., 118.59 feet; thence S.89°36'38"E., 4605.86 feet to the northeast corner of STONEYBROOK OAKS according to the official plat thereof recorded in Plat Book 9, Page 92, Public Records of DeSoto County, Florida; thence along the easterly boundary of said STONEYBROOK OAKS the following ten (10) courses: 1) S.00°23'20" W., 34.71 feet; 2) 100.85 feet in a Southerly direction along a non-tangent curve turning to the left, having a central angle of 30°24'43", with a radius of 190.00 feet, having a chord bearing of S.06°48'06" W. and a chord distance of 99.67 feet; 3) 83.35 feet in a Southerly direction along a reverse tangent curve turning to the right, having a central angle of 35°22'29", with a radius of 135.00 feet, having a chord bearing of S.09°16'59" W. and a chord distance of 82.03 feet; 4) S.26°58'15" W., 61.41 feet; 5) 82.82 feet in a Southwesterly direction along a tangent curve turning to the right, having a central angle of 73°00'14", with a radius of 65.00 feet, having a chord bearing of S.63°28'22" W. and a chord distance of 77.33 feet; 6) N. 79°34'21" W., 46.99 feet; 7) S.10°01'10" W., 120.33 feet; 8) S.16°33'09" W., 80.52 feet; 9) 285.38 feet in a Southeasterly direction along a non-tangent curve turning to the left, having a central angle of 86°03'29", with a radius of 190.00 feet, having a chord bearing of S.41°37'10" E. and a chord distance of 259.30 feet; 10) S.63°01'45" E., 65.00 feet to a point on the Westerly right of way of County Road 769; thence along said Westerly right of way of County Road 769 the following four (4) courses: 1) S.26°58'15"W., 176.42

feet; 2) S.29°13'31"W., 74.10; 3) S.63°47'30"E., 17.90 feet; 4) S.26°12'30"W., 1236.72 feet; thence leaving said Westerly right of way run S.89°36'40"W., 681.34 feet; thence S.00°06'22"W., 320.01 feet; thence N.89°36'40"E., 523.88 feet to a point on the Westerly right of way of County Road 769; thence along said Westerly right of way of County Road 769 S.26°12'30"W., 305.52 feet; thence leaving said Westerly right of way run N.89°53'26"W., 799.38 feet; thence S.00°01'12"E., 520.04 feet; thence N.89°53'04"W., 2883.60 feet to the **POINT OF BEGINNING**.

Containing 15,479,365 square feet or 355.36 acres, more or less.

**LESS AND EXCEPT - CONTRACTION PARCEL B:**

A parcel of land lying in Section 29, Township 39 South, Range 23 East, DeSoto County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southeast corner of Section 30, run thence along the East line of said Section 30, N.00°01'27"W., 2154.12 feet; thence N.85°09'18"E. 1734.77 feet to the **POINT OF BEGINNING**; thence N.00°06'56"E., 348.69 feet to point; thence 252.95 feet in a northerly direction along a tangent curve turning to the left, having a central angle of 40°15'28", with a radius of 360.00 feet, having a chord bearing of N.20°00'48"W. and a chord distance of 247.78 feet to a point; thence N.31°58'22"E., 218.20 feet to point; thence S.58°01'38"E., 407.97 feet to point; thence N.90°00'00"E., 439.56 feet to point; thence S.00°00'00"E., 386.81 feet to point; thence 594.97 feet in a westerly direction along a non-tangent curve turning to the right, having a central angle of 40°13'25", with a radius of 847.50 feet, having a chord bearing of S.70°00'13"W. and a chord distance of 582.83 feet to a point; thence N.89°53'04"W., 234.46 feet to point; thence 54.98 in a northwesterly direction along a tangent curve turning to the right, having a central angle of 90°00'00", with a radius of 35.00 feet, having a chord bearing of N.44°53'04"W. and a chord distance of 49.50 to the **POINT OF BEGINNING**.

Containing 499,171 square feet or 11.459 acres, more or less.

**TOTAL CDD AREA CONTAINING 14,980,194 square feet or 343.90 acres, more or less.**

# Draft Hearing Notice

## NOTICE OF PUBLIC HEARING

DeSoto County Board of County Commissioners  
To Consider the  
Establishment of the Oak Stone Community Development District

**DATE:** \_\_\_\_\_, 2026

**TIME:** \_\_\_\_\_.m.

**LOCATION:** Commission Chambers – First Floor  
DeSoto County Administrative Building  
201 E. Oak Street  
Arcadia, Florida 34266

LOCATION MAP HERE

In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the DeSoto County Board of County Commissioners beginning on (day)\_\_\_\_\_, \_\_\_\_\_, 2026, at \_\_\_\_\_.m., or as soon thereafter as the matter may be heard, in the Commission Chambers on the first floor of the DeSoto County Administration Building, 201 E. Oak Street, Arcadia, Florida 34266, to consider an Ordinance to grant a petition to establish the Oak Stone Community Development District.

The boundaries of the land to be served by the proposed Oak Stone Community Development District are outlined on the map depicted above. The petitioner has proposed to establish the Oak Stone Community Development District to plan, finance, acquire, construct, operate and maintain all infrastructure and community facilities, which may be authorized by such districts under Florida law, including but not limited to water management and control, water supply, sewer, wastewater management, bridges or culverts, roads and street lights, parks and

recreational facilities, security facilities, and certain other projects when expressly approved or required by a local government and any other facilities in accordance with Section 190.012(1), (2)(a), (d) and (3), Florida Statutes.

A copy of the Petition is on file for review by the general public in the Planning and Zoning Division of the Development Department, DeSoto County Administration Building, 201 East Oak Street, Suite 204, Arcadia, Florida 34266, telephone number (863) 993-4806. Any person interested in obtaining a copy of the petition may do so subject to payment of any and all applicable copy fees.

All interested persons and affected units of general - purpose local government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any person or affected unit of general - purpose local government, who wishes to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose the person or unit of general - purpose local government may need to insure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

Pursuant to the provisions of the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodation to participate in this meeting, and those seeking an interpreter, should contact the DeSoto County Administrator's office at telephone number (863) 993-4800 or Hearing/Voice Impaired Call 7-1-1, no later than forty-eight (48) hours prior to the proceedings.

*Run Dates:*

ORDINANCE NO. 2026-\_\_\_\_\_

**AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA ESTABLISHING THE OAK STONE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; GRANTING SPECIAL POWERS; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Oak Stone, LLC, a Florida limited liability company ("Petitioner") has filed a Petition with the Board of County Commissioners of Desoto County, Florida ("County"), a political subdivision of the State of Florida, to adopt an ordinance establishing the Oak Stone Community Development District ("District"), pursuant to Chapter 190, Fla. Stat., and designating the real property described in **Exhibit A**, attached hereto, as the area of land for which the District is authorized to manage and finance basic service delivery; and

**WHEREAS**, the District will constitute a timely, efficient, effective, responsive and economic method of delivering community development services in the area described in Exhibit A, which the County is currently not able to provide at a level and quality needed to service the District, thereby assisting the County's planning, management and financing needs for the delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

**WHEREAS**, the County has held a public hearing on June 23, 2026, for the Petition in accordance with the requirements and procedures of Sections 190.005(1)(d) and (2)(b) Fla. Stat.; and

**WHEREAS**, the County has considered the record of the public hearing and the factors set forth in Sections 190.005(1)(e) and (2)(c), Fla. Stat.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, THAT:**

**SECTION 1. FINDINGS OF FACT.** The County hereby finds and states that:

1. The "WHEREAS" clauses stated above are adopted as findings of fact in support of this Ordinance;
2. All statements contained in the Petition are true and correct;

3. The creation of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the County's Comprehensive Plan;

4. The area of land within the proposed District is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated community;

5. The creation of the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District;

6. The proposed community development services and facilities to be provided by the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; specifically, the District will not supply or take any action inconsistent with the County's sole and exclusive right to provide and supply water, wastewater and garbage service within the District, unless expressly approved by the County, or impact, interfere with or limit the County's authority to levy taxes and special assessments within the District; and

7. The area that will be served by the District is amenable to separate, special-district government.

**SECTION 2. CONCLUSIONS OF LAW.** The County hereby finds and states that:

1. This proceeding is governed by Chapter 190, Fla. Stat.;

2. The County has jurisdiction pursuant to Section 190.005(2), Fla. Stat.;

3. The granting of the Petition complies with the dictates of Chapter 190, Fla. Stat.; and

4. The District shall not have and may not exercise any general police powers including without limitation law enforcement, fire and emergency management, zoning, code enforcement and land development powers, unless approved and authorized by the County.

**SECTION 3. AUTHORITY.** This Ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes.

**SECTION 4. DISTRICT NAME.** There is hereby created a community development district situated entirely within incorporated DeSoto County, Florida, which District shall be known as the "Oak Stone Community Development District."

**SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT.** The external boundaries of the District are described in **Exhibit A** attached hereto and incorporated by reference.

**SECTION 6. FUNCTIONS AND POWERS.** The powers and functions of the District are described in Section 190.011, Florida Statutes, and Section 190.012(1) as may be amended from time to time. Pursuant to Section 190.012(2), Florida Statutes, and without intending to limit the same, the District's Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for (i) Parks and Recreation powers in accordance with Section 190.012(2)(a), Florida Statutes, and (ii) Security Powers in accordance with section 190.012(2)(d), as authorized and described in Section 190.012(2), Florida Statutes.

**SECTION 7. INITIAL BOARD OF SUPERVISORS.** The following five persons are designated as the initial members of the Board of Supervisors:

1. Michael Lawson
2. Doug Draper
3. Lori Price
4. Brittany Crutchfield
5. Christie Ray

**SECTION 8. LIMITATION ON COUNTY OBLIGATIONS AND ACCEPTANCE.** Nothing in this Ordinance shall be deemed as affirmative acceptance by the County of any financial, operational, maintenance, or any other responsibilities of the District, nor be deemed as affirmative acceptance of any proposed improvement.

**SECTION 9. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS.** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the County Administrator or designee, without need of public hearing, by filing a corrected or recodified copy of same with the County Clerk.

**SECTION 10. SEVERABILITY.** If any section, subsection, sentence, clause, provision, or other part of this Ordinance is held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

**SECTION 11. EFFECTIVE DATE.** This Ordinance shall be effective immediately upon the date of filing a copy of this Ordinance with the Secretary of State.

**PASSED and ADOPTED** this 23rd day of June, 2026.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**

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Mandy Hines  
County Administrator

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Steve Hickox  
Chair

Approved as to form and legal sufficiency.

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Valerie Vicente  
County Attorney

## Exhibit "A"

### OAK STONE COMMUNITY DEVELOPMENT DISTRICT

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Containing 499,171 square feet or 11.459 acres, more or less.

TOTAL CDD AREA CONTAINING 14,980,194 square feet or 343.90 acres, more or less.



# DeSoto County

6/23/2026

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Item #: 11.

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business 6:30 pm  
 Public Hearing Ordinance

**DEPARTMENT:** Planning & Zoning  
**SUBMITTED BY:** Laura McClelland  
**PRESENTED BY:** Misty Servia

**TITLE & DESCRIPTION:**

**Ordinance / Maria's Rentals / Rezone (RZNE-0046-2023)**

**REQUESTED MOTION:**

A motion to adopt/deny the proposed ordinance for the rezone 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 request is an Official Zoning District Atlas amendment (rezoning) application (RZNE-0046-2023) filed by the Owner, Maria's Rentals LLC, to change the zoning district of +/- 41.08 acres from Planned Unit Development (PUD) to Residential Multi-Family - 8 (RMF-8).

The property is located in the Urban Center Mixed Use Future Land Use Category and generally located in central DeSoto County, west of SE Highway 31.

**BACKGROUND:**

The application is a request to amend the Official Zoning District Atlas by changing the zoning district of +/- 41.08 acres from Planned Unit Development (PUD) to Residential Multi-family - 8 (RMF-8) district in the Urban Center Mixed Use Future Land Use category. The parcel, currently developed with 16 single-family homes on one parcel, that were built between the 1940's and 1960's, and was one of the original Power Auto Corp parcels that was known as the "Residence" parcel, located in the NE portion of the original Power Auto site. The larger area has a long history and was originally home to a US Army Air Corps airfield, then later a State mental hospital. Maria's Rentals LLC purchased the land on July 25, 2019.

**PROPERTY HISTORY:**

February 24, 2015: Board approved SE-2015-01 (Resolution No. 2015-25) to allow

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**ITEM #: 11.**

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multiple uses in the A-10 zoning district.

**April 28,2015: Rezone from A-10 to PUD with a Concept Development Plan (RZNE-2015-03) (Resolution 2015-41) approved for the GPW property, which includes the subject property.**

**July 19, 2019: County approves Minor Administrative Subdivision Plat (PLAT-0006-2019)**

**The County subsequently determined that the Concept Development Plan associated with Resolution 2015-41 had lapsed, as no significant construction had occurred within 5 years of the time of the PUD enactment as required by Sec. 20-144(f)(10)(c)(4). Additionally, as a result of Power Auto selling portions of the GPW property to third parties, the Concept Development Plan associated with Resolution 2015-41 could never be developed as originally contemplated and approved, which has resulted in the need for each property owner to rezone their property and receive a separate development order.**

**Remedying the lapsed PUD approval is challenging for the subject land. The applicant described their intention to rehabilitate the 16 dwelling units as the reason for the rezoning request, but approval of the RMF-8 rezone will allow the owner to redevelop the 41.08 acres with up to 205 units (per the base density allowance of 5 du/acre per acre under the Urban Center Future Land Use Category).**

**The maximum density of 8 du/acre, allowed by the RMF-8 zoning, cannot be achieved without Board approval of a density bonus, as density is governed by the Future Land Use Category (FLUC).**

**The Land Development Regulations have several zoning districts that allow multi-family units, but they don't align well with the Urban Center FLUC and none limit density below the 5 du/ac referenced in the FLUC.**

**The maximum density allowance in each of these zoning districts exceeds the 5 du/acre base density limitation of the FLUC:**

**Residential Multifamily District 6 (RMF-6)**

**Residential Multifamily District 8 (RMF-8)**

**Residential Multifamily District 12 (RMF-12)**

**Residential-Office-Institutional District (ROI): Maximum Density is 12 du/ac**

**The following zoning districts exist, but new zoning atlas amendments to these categories are prohibited:**

**Residential Mixed District (RM): (No new RM Districts)**

**Residential Multifamily Mixed District (RMF-M) (No new districts)**

**A new PUD rezoning is an alternative but also presents challenges.**



*DESOTO COUNTY DEVELOPMENT DEPARTMENT  
STAFF REPORT*

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**CASE #:** RZNE-0046-2023

**REQUEST:** Rezoning from Planned Unit Development (PUD) to Residential Multi-Family - 8 (RMF-8)

**PROPERTY OWNER:** Maria's Rentals LLC  
48 Meadow Way  
Frostproof, FL 33843

**PROPERTY ID:** 27-38-25-0000-0072-0000

**PROPERTY ADDRESS:** 5906 SE Residential Way  
Arcadia, FL 34266

**TOTAL PARCEL SIZE:** +/- 41.08 acres

**FUTURE LAND USE DESIGNATION:** Urban Center Mixed Use

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## **DEVELOPMENT REVIEW REPORT**

The request is an Official Zoning District Atlas amendment (rezoning) application (RZNE-0046-2023) filed by the Owner, Maria's Rentals LLC, to change the zoning district of +/- 41.08 acres from Planned Unit Development (PUD) to Residential Multi-Family - 8 (RMF-8).

The property is located in the Urban Center Mixed Use Future Land Use Category and generally located in central DeSoto County, west of SE Highway 31.

The DeSoto County Land Development Regulations 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 of County Commissioners (Board).

## **I. BACKGROUND**

The application is a request to amend the Official Zoning District Atlas by changing the zoning district of +/- 41.08 acres from Planned Unit Development (PUD) to Residential Multi-family - 8 (RMF-8) district in the Urban Center Mixed Use Future Land Use category. The parcel, currently developed with 16 single-family homes on one parcel, that were built between the 1940's and 1960's, and was one of the original Power Auto Corp parcels that was known as the "Residence" parcel, located in the NE portion of the original Power Auto site. The larger area has a long history and was originally home to a US Army Air Corps airfield, then later a State mental hospital. Maria's Rentals LLC purchased the land on July 25, 2019.

### **PROPERTY HISTORY:**

February 24, 2015: Board approved SE-2015-01 (Resolution No. 2015-25) to allow multiple uses in the A-10 zoning district.

April 28, 2015: Rezone from A-10 to PUD with a Concept Development Plan (RZNE-2015-03) (Resolution 2015-41) approved for the GPW property, which includes the subject property.

July 19, 2019: County approves Minor Administrative Subdivision Plat (PLAT-0006-2019)

The County subsequently determined that the Concept Development Plan associated with Resolution 2015-41 had lapsed, as no significant construction had occurred within 5 years of the time of the PUD enactment as required by Sec. 20-144(f)(10)(c)(4). Additionally, as a result of Power Auto selling portions of the GPW property to third parties, the Concept Development Plan associated with Resolution 2015-41 could never be developed as originally contemplated and approved, which has resulted in the need for each property owner to rezone their property and receive a separate development order.

Remedying the lapsed PUD approval is challenging for the subject land. The applicant described their intention to rehabilitate the 16 dwelling units as

the reason for the rezoning request, but approval of the RMF-8 rezone will allow the owner to redevelop the 41.08 acres with up to 205 units (per the base density allowance of 5 du/acre per acre under the Urban Center Future Land Use Category).

The maximum density of 8 du/acre, allowed by the RMF-8 zoning, cannot be achieved without Board approval of a density bonus, as density is governed by the Future Land Use Category (FLUC).

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The maximum density allowance in each of these zoning districts exceeds the 5 du/acre base density limitation of the FLUC:

Residential Multifamily District 6 (RMF-6)

Residential Multifamily District 8 (RMF-8)

Residential Multifamily District 12 (RMF-12)

Residential-Office-Institutional District (ROI): Maximum Density is 12 du/ac

The following zoning districts exist, but new zoning atlas amendments to these categories are prohibited:

Residential Mixed District (RM): (No new RM Districts)

Residential Multifamily Mixed District (RMF-M) (No new districts)

A new PUD rezoning is an alternative but also presents challenges.

## **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 and Requirements, Section 20-31, Establishment of Zoning Districts; granting to the Applicant, Maria's Rentals LLC, an Official Zoning District Atlas amendment (RZNE-0046-2023) by

changing the zoning district of +/- 41.08 acres from Planned Unit Development (PUD) to Residential Multi-family-8 (RMF-8) on property generally located in central DeSoto County, at 5906 SE Residential Way; the Property Identification Number being 27-38-25-0000-0072-0000; and providing for an effective date.

### **III. LDR REZONING ANALYSIS**

**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 and staff offers a consistency analysis of each.

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 E and finds and concludes the following.*

*The existing PUD zoning district is consistent with the Urban Center Mixed Use Future Land Use designation. The maximum density of 8 dwelling units per acre, as allowed by the proposed RMF-8 (Residential Multi-Family 8) zoning can only be realized with future approval of a bonus density via a Development Plan or a PUD rezoning with a Concept Development Plan, in accordance with the Comprehensive Plan. Absent those steps, the underlying Future Land Use Category maximum base density of 5 dwelling units per acre (maximum of 205 units) will prevail.*

*The Urban Center category promotes multiple types of land uses in a pattern of transitioning intensities around historic commerce centers and for future mixed-use communities.*

*The Urban Center Mixed Use Future Land Use category allows a base residential density up to 5 dwelling units per acre with a bonus*

*density up to 8 dwelling units per acre and the category is expected to capture the most intensive uses and is found in areas served by high-capacity transportation systems. The character of the Urban Center land use category is a mixture of non-residential uses providing retail and service support to the community as a whole, interspersed with higher intensity residential uses to create a vibrant and diverse urban atmosphere. The category is generally found in areas where infrastructure includes central water and sewer systems, stormwater management systems, and major paved public streets or highways. Center, at an appropriate scale to serve the surrounding area, can be demonstrated with a market study. Direct access to collector or arterial roads is a requirement for residential development between 5-8 dwelling units per acre), unless located within a mixed-use planned unit development.*

*Staff has considered the location, availability of public services and facilities; the proximity to similar densities/intensities; and the location within the transportation network. The location of the nearest DeSoto County Fire Rescue station, Station 1, is 8 miles to the north. The parcels are located within the DeSoto County Utilities service area. The DeSoto County Utilities and Engineering Departments have no objections to the rezone and are coordinating with the applicant on rebuilding their utility infrastructure onsite.*

*The FEMA flood map for this area is number 12027C0195C, effective on 11/06/2013. Based upon the flood maps, the site is not located within the 100-year floodplain or the Conservation Overlay Designation. Future plan submittals will be required to secure all applicable SWFWMD environmental resource permits, ACOE permit, and County review.*

*The Comprehensive Plan Policy 1.14.2 defines “compatibility” as “(a) condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion such that no use or condition is negatively impacted directly or indirectly by another use or conditions.”*

Table 1 provides a description of the Future Land Use Categories, Zoning Districts, and specific types of land uses surrounding the subject parcel:

**TABLE 1  
USE COMPATIBILITY ANALYSIS**

Directions	Zoning District	Future Land Use	Adjacent Land Uses
Site	PUD	Urban Center Mixed Use	Residential - multi family
North	PUD	Urban Center Mixed use	Office buildings
East	A-10	Employment Center, Urban Center Mixed use	Vacant agricultural, pastureland
South	PUD	Urban Center Mixed use	Vacant Office buildings
West	PUD	Urban Center Mixed use	Vacant Office buildings

*The applicant plans to utilize the existing homes on site, which have been vacated for years. If the rezoning is approved, it would be the only residential development in the area. While the multi-family development is not similar to surrounding development, the Board may find that it is a good step forward to promote redevelopment of the long-abandoned G. Pierce Wood facility and may spur more development in the area.*

*Based on the above findings, it is concluded the application can be found to be generally consistent with the Goals, Objectives and Policies of the Comprehensive Plan.*

2. The existing land use pattern.

*Consistency analysis: Table 1 shows the existing land use pattern including surrounding uses, zoning, and future land use categories. The adjacent property to the south is vacant agricultural and pastureland zoned A-10. The adjacent properties to the north, east, and west are office buildings with PUD zoning. The proposed RMF-8 zoning is not an extension of the existing land use patterns; however, the Board may find the rezone to be an opportunity to promote redevelopment of the area.*

3. The creation of an isolated district unrelated to adjacent and nearby districts.

*Consistency analysis: The primary use of the proposed rezone is for the existing multi-family residential buildings. The adjacent uses are consistent with the Urban Center Mixed Use land use designation. Rezoning to RMF would permit the continued use of the existing buildings as multi-family residential.*

*The proposed rezone, if adopted, will create an isolated district, as it will be the only multi-family zoning in the area. As mentioned above, the area was vacated years ago and repurposing the existing buildings and infrastructure may spur additional redevelopment in the area, which may be more important to the Board than creating an isolated zoning district.*

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: FLUE Policy 1.22.5 Concurrency Information/Data requires the County maintain a concurrency database and monitoring system. This is to ensure projects approved are subject to the minimum criteria required for public facilities. This is done via a concurrency determination*

*showing that there is not 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.*

*Policy 1.9.4 of the Future Land Use Element requires all development within the Urban Center Mixed Use category to connect to centralized public water and wastewater facilities. The County's utility ordinance provides more specific guidance and requires a connection if the land is located within 200 feet of existing utility infrastructure. This level of review will be performed with the Development Plan and Improvement Plan, in addition to an analysis of the remaining wastewater treatment facility capacity.*

*In terms of traffic, the applicant will be required to submit a traffic analysis showing how the project will affect the roadway network and identify any improvements needed to support the future project.*

*Based on the above findings it is concluded the application will be more thoroughly reviewed with future development applications to determine the impact and availability of adequate public facilities to support the level of service standards*

5. Whether the existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for changes.

*Consistency analysis: The existing PUD zoning district boundaries were drawn to reflect a rezoning application with a Concept Development Plan and are not considered to be illogically drawn. However, since the PUD project was never fully executed and has now expired, rezoning to a different district may be found to be an appropriate change for the area.*

6. Whether changed or changing conditions make the passage of the proposed amendment necessary.

*Consistency analysis: Conditions have changed since the PUD zoning was adopted in 2015, as it was expected that the applicant would continue with the required development approval steps and building permits to realize the vision of their Concept Development Plan. Today, the PUD plan has expired, and the site must be rezoned to authorize a new course.*

7. Whether the proposed change will adversely influence living conditions in the area.

*Consistency analysis: The 41.08-acre multi-family residential site, with 16 existing dwellings, is in an area of primarily office uses and vacant agricultural land. The Urban Center Mixed Use future land use category is placed in areas that can be found to support more intensive development. The rezone to RMF-8 is not expected to adversely influence living conditions in the area and can be found to be an appropriate transition from PUD. 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 application. Future development applications will require a traffic analysis to demonstrate the maintenance of adopted levels of service on the roadway network.*

*Based on the above, it is concluded the application can be found in **conformance** with this factor with conditions.*

9. Whether the proposed change will create a drainage problem.

*Consistency analysis: The rezoning itself will not impact drainage and the applicant will be required to demonstrate compliance with drainage and stormwater needs with the future Improvement Plan.*

*The applicant is responsible for coordinating with the required State agencies (i.e., SWFWMD or DEP) and obtaining any required state permits prior to issuance of the Notice to Proceed.*

*Based on the above, it is concluded the application can be found in **conformance** with this factor, with conditions.*

10. Whether the proposed change will seriously reduce light and air to adjacent areas.

*Consistency analysis: Approval of the rezone will not have an impact on reducing light and air to adjacent areas. Additionally, a reduction of light and air to the adjacent areas is a function of total development vs. open space, building height, and building setbacks. Any future site plans and building permits will have to be consistent with the LDR standards, including maximum impervious surface coverage and setbacks.*

*Based on the above findings, it is concluded the application can be found to be in **conformance** with this factor.*

11. Whether the proposed change will adversely affect property values in the adjacent area.

*Consistency analysis: Absent an analysis from a certified property appraiser, it is difficult to understand how the proposed rezoning will impact area property values. The Comprehensive Plan expressly permits multi-family residential uses in the Urban Center Mixed Use Future Land Use Category, as set forth in Policy 1.9.2. The development standards contained in the RMF-*

*8 zoning district regulate minimum lot size, setbacks, maximum impervious lot coverage, and the required separation between structures. Given that the existing PUD zoning will not currently allow for any development since it is out of compliance with the PUD approval, rezoning the property to RMF-8 is not expected to adversely affect property values in the adjacent area. Based on the above finding, it is concluded the application can be found in to be 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: The proposed RMF-8 rezoning is not expected to be a deterrent to the improvement or development of adjacent properties and could be a catalyst for the redevelopment of the area. Changing the zoning from PUD to RMF-8 will bring the existing multi-family residential parcel into conformance with the LDR. Based on the above finding, it is concluded the application can be found to be 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: The proposed change, as evaluated pursuant to the Comprehensive Plan and LDR will not grant special privilege to an individual owner, as contrasted with the public welfare.*

14. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

*Consistency analysis:*

*The property cannot be used under the current PUD zoning approval, as the project has been split into several parcels and sold to different owners, which is inconsistent with the adopted concept plan and in violation of a condition of the PUD Ordinance. If adopted, the rezone to RMF-8 will allow for the use of the existing homes on site, including utility upgrades planned by the property owner, but it will also allow for redevelopment of the parcel up to 205 multi-family units.*

15. Whether the change suggested is out of scale with the surrounding area.

*Consistency analysis: The proposed rezone is an existing multi-family residential parcel with PUD zoning. The concept plan approved with the PUD was never implemented and portions of the PUD were sold to various owners.*

*The 41.08-acre multi-family residential site, with 16 existing dwellings, is a part of the original Power Auto Corp PUD, which is currently an abandoned development made up of residential, office, industrial, and commercial uses as well as vacant agricultural land. Staff is not currently aware of any additional structures planned for the property, but the property could be redeveloped in accordance with the RMF-8 zoning, if adopted.*

*The Land Development Regulations provide proportionate protection to surrounding property owners and their uses in terms of setbacks, and buffers. Residential Multi-Family District – 8 (RMF-8) standards are as follows: front (35 feet), side (20 feet), and rear (30 feet). Maximum impervious lot coverage is 50%.*

*Given the plan to use the existing homes, with these standards, the proposed rezoning will not result in development that is out of scale with the surrounding area.*

***In summary, the Development Director finds the application can be found to be in conformance with the 15 factors to consider when rezoning land and, therefore, concludes the application can be found in conformance with LDR Section 20-1498(a).***

A. **Conditions and Safeguards.** LDR Section 20-1499 allows the imposition of conditions to safeguard surrounding areas from potential incompatibilities generated by the application.

1. The Planning Commission may recommend that a rezoning application or an application to amend the LDRs 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: Conditions cannot be placed on a Euclidean zoning district, and therefore, this criterion is not applicable.*

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 May 26, 2026, public hearing. As stated above, conditions cannot be placed on a straight rezoning.*

B. **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:

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.

Public notice was provided in accordance with the LDR requirements, and such notice is on file.

#### **IV. ATTACHMENTS**

Exhibit A: General Location Map

Exhibit B: Interim 2040 Future Land Use Map (FLUM)

Exhibit C: Official Zoning District Atlas

Exhibit D: Proposed Ordinance

## **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 Development Director finds the subject property consists of a +/- 41.08-acre site located in central DeSoto County, west of SE Highway 31 at 5906 SE Residential Way.
- B. The Development Director finds the Interim 2040 Future Land Use Map shows the property is designated Urban Center Mixed Use.
- C. The Development Director finds the Official Zoning District Atlas shows the property is currently zoned Planned Unit Development (PUD).
- D. The Development Director finds that on November 21, 2023, an Official Zoning District Atlas amendment application (RZNE-0046-2023) was filed by the owner, Maria's Rentals LLC, which application proposes to change the zoning district to Residential Multi-Family - 8 (RMF-8).
- E. LDR Section 20-1345 requires the application be complete and in writing. The Development Director found the filed application was submitted in writing and complete.
- F. LDR Sections 20-1345(c) provides the complete application should be distributed to the Development Review Committee (DRC) for comments. The Development Director finds the application was distributed to the DRC.

- 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 that is scheduled for May 5, 2026.
- H. 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.
- I. LDR Division 7 establishes an adoption process, and the Development Director concludes the application has been processed in conformance with that requirement because the application has been scheduled for Planning Commission and Board of County Commissioners public hearings.
- J. LDR Section 20-1498 also includes criteria that must be considered when reviewing the application. The Development Director finds and concludes the rezone application generally meets those requirements, and the RMF-8 zoning may be adopted by the Board.
- K. The LDR establishes specific public notice requirements for an Official Zoning District amendment application. The Development Director finds and concludes the application has been 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 to the Board of County Commissioners to adopt the findings and conclusions contained herein, and adopt

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 to the Board of County Commissioner deny the proposed Ordinance.

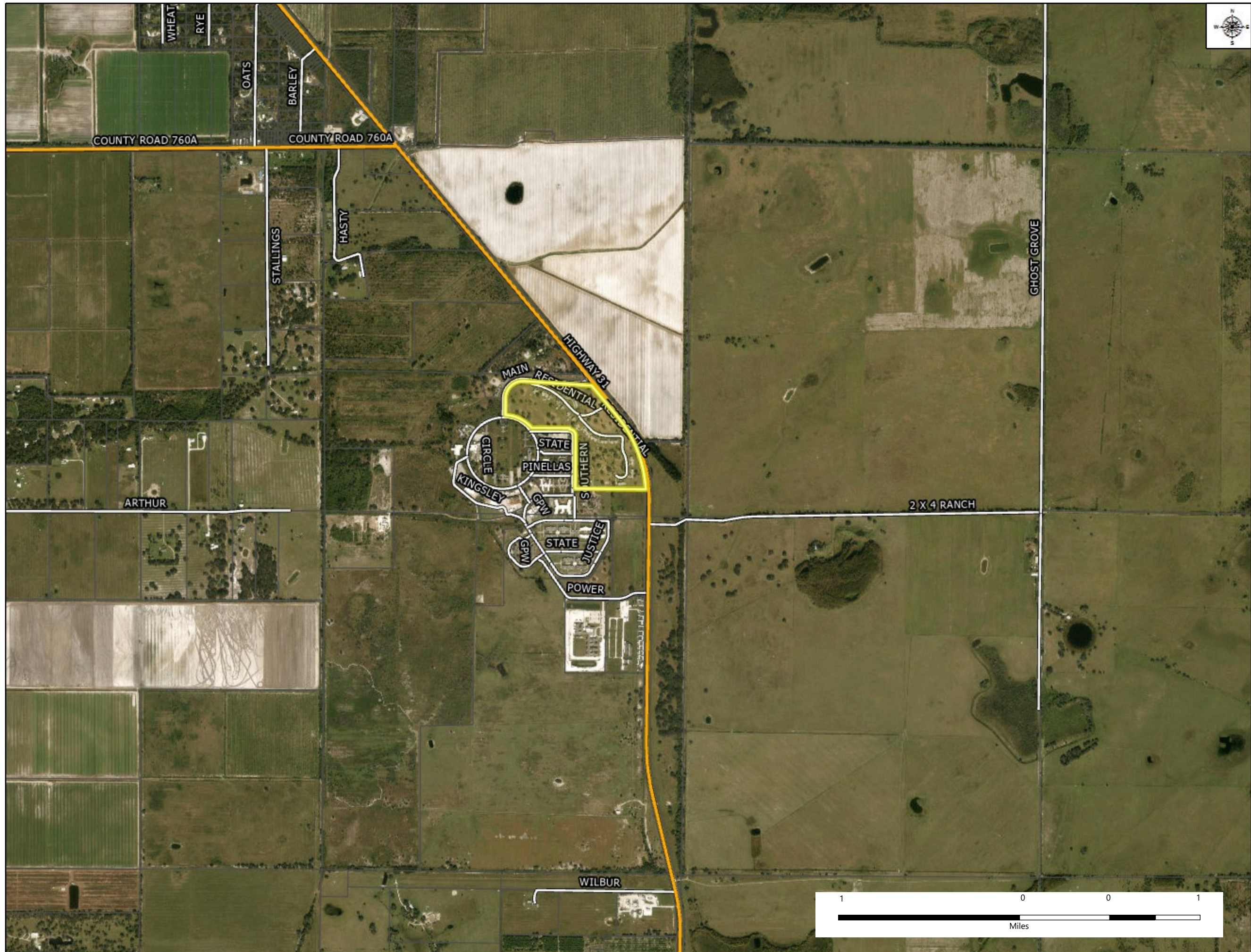
## **VII. PUBLIC HEARINGS**

- A. Planning Commission: May 5, 2026, recommendation of approval
- B. Board of County Commissioners: May 26, 2026, Tabled  
June 23, 2026

# Location Map Maria's Rentals



- Street Labels
- Major Road Labels
- County Boundary
- Major Roads
- Streets
- Parcels



April 20, 2026



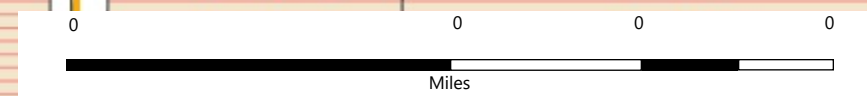


Title



- Address Point Labels
- Street Labels
- Major Road Labels
- FLUM Labels
- County Boundary
- Address Points
- Major Roads
- Streets
- Parcels
- FLUM 2040
  - Preservation
  - Rural/Agriculture
  - Low Density Residential
  - Medium Density Residential
  - Neighborhood Mixed Use
  - Employment Center
  - Commercial
  - Urban Center Mixed Use
  - Public Land/Institutional
  - Electrical Generating Facility

March 8, 2024



Prepared By  
**HORNER SHIFRIN**

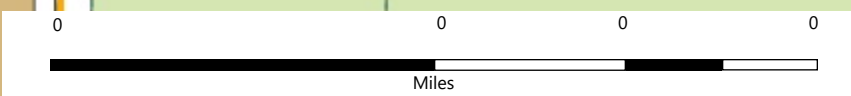


Title



- Address Point Labels
- Street Labels
- Major Road Labels
- Zoning Labels
- Zoning Designation
- A-10
- A-5
- CE
- CG
- CITY
- CN
- IH
- IL
- ILE
- MHP
- MHS
- P/I
- PM-1
- PUD
- RM
- RMF-12
- RMF-6
- RMF-8
- RMF-M
- ROI

March 8, 2024



Prepared By  
**HORNER SHIFRIN**

## Comprehensive Plan Goals, Objectives, and Policies

**FLUE Policy 1.1.2:** *Land Use Categories.* The County shall implement the following land use categories as shown on the Future Land Use Map.

Land Use Categories	Base Density/Intensity
Rural/Agricultural	Non-residential – up to 0.4 FAR maximum
Employment Center	Non-residential – up to 0.5 FAR maximum

**FLUE Policy 1.1.11:** *Rezoning.* The zoning amendment criteria in the LDR shall be used to determine if a rezoning request to a new district is appropriate for a given property, in accordance with the Comprehensive Plan. The following general criteria, at a minimum, will be considered as part of the rezoning review process:

- (1) Location, availability and capacity of public services and facilities.
- (2) Proximity to similar densities/intensities.
- (3) Location within transportation network.
- (4) Environmental protection

**FLUE Objective 1.3:** *Rural/Agricultural Use Category Defined.*

The intent of the Rural Land Use Category is primarily agricultural, pastoral, and rural residential development. This district is designed to accommodate traditional agricultural uses and conservatory measures, where appropriate, while protecting the rural areas of the County. The intent of this category is to permit a reasonable use of the property, at a gross density of no more than one dwelling per ten (10) acres. At the same time, the intent is to prevent the creation of conditions, which would endanger, damage, or destroy the agricultural base of the County, the environmental resources of the County, the potable water supply and the wildlife resources. The first priority of this category is agricultural use.

**MEASURABLE TARGET:** Total acres taken out of Rural/Agricultural Land Use category.

**FLUE Policy 1.3.1:** The primary use and function of the Rural/Agricultural areas, as designate on the Future Land Use Map, shall be to protect and encourage agricultural activities and to protect unique native habitats and maintain open

space, while providing for rural residential uses.

**FLUE Policy 1.3.2:** Agricultural uses, as defined by F.S. 193.461, are permitted within the Rural/Agricultural category. Additional setbacks are required for intense uses when adjacent to non-agricultural future land use categories and zoning districts.

**FLUE Policy 1.3.4:** The rezoning of lands to industrial may be allowed within the Rural/Agricultural category, only when permitted by the Board of County Commissioners in conjunction with approval for a Special Exception or Planned Unit Development. Any Industrial use shall be buffered and spaced appropriately to minimize potential impacts on adjacent agricultural and residential uses. The following minimum standards shall apply:

- (1) A minimum of 10 acres;
- (2) Shall be appropriately buffered from agricultural and residential uses and zoning districts;
- (3) Maximum Floor Area Ratio of 0.7;
- (4) Shall submit and receive site plan or preliminary plat (PUD) approval in conjunction with such zoning request;
- (5) Exclude electrical generating facilities (power plants)

**FLUE Policy 1.3.5:** Property rezoned to Industrial is intended for uses of a nature not permitted within an urban center, new community, or other non-industrial area. Those uses include:

- (1) Sales and service of trucks and heavy equipment;
- (2) Wholesale establishments, warehousing, bulk storage;
- (3) Asphalt and cement plants, saw mills;
- (4) Railroad siding;
- (5) Manufacturing, warehousing, storing, processing, canning, packing, slaughter houses, marinas, commercial boat houses, commercial boat storage, boat building, boat yards;
- (6) Storage of agricultural vehicles not used on subject property for agricultural purposes;
- (7) In and outdoor firing range
- (8) Sale and repair of new & used automobiles, motorcycles, trucks & tractors, mobile homes, boats, automotive vehicle parts & accessories, heavy machinery & equipment, farm equipment, retail establishments for sale of farm supplies;
- (9) Bulk storage yards, not including bulk storage of flammable liquids, subject to

the provisions of the County or State Fire Codes;  
(10) And other similar uses

**FLUE Objective 1.8:** Employment Center Land Use Category Defined. The Employment Center Land Use category promotes multiple types of non-residential, employment generating land uses.

**FLUE Policy 1.8.2:** Employment Center Land Use Category Uses. Non-residential land uses, such as, industrial, office, and institutional. Support uses to serve the employment center are also permitted.

**FLUE Policy 1.8.4:** A mixture of uses shall be provided within the Employment Center category:

- (1) A minimum of 50 percent of the area shall be utilized for Industrial and non-service based employment uses.
- (2) No greater than 10 percent of the area shall be utilized for commercial/retail uses.
- (3) Ancillary commercial uses in support of manufacturing or assembly of on-site products (display/sales) are permitted and will not be measured against the commercial mixture of the category.

**FLUE Policy 1.8.5:** All development within an Employment Center Land Use category shall connect to DeSoto County public water and wastewater facilities.

**FLUE Objective 1.12: Conservation Overlay Designation (COD).** The Interim 2040 Conservation Overlay Map (FLUEMS 4) identifies public and private lands that may possess environmental limitations, such as floodplain, wetland, and other environmentally sensitive areas, including but not limited to, sloping topography subject to soil erosion, wildlife habitat areas, hydric soils, and special vegetative communities, but have not been confirmed as such and shall be protected to the greatest extent possible. Modifications of the boundaries are permitted upon submittal of data and analysis, or field inspection by qualified personnel which support the establishment of a more appropriate boundary.

**MEASURABLE TARGET:** Acres of habitat and wetlands or species to be impacted or preserved as identified through environmental surveys, Environmental Resource Permits, and other actions in response to development in environmentally sensitive

environments.

**FLUE Policy 1.12.3:** *Conservation Overlay Designation Development Standards.*

- (1) A final determination of the suitability for development of any individual parcel, as it relates to a Conservation Overlay area on the Future Land Use Map, shall be determined prior to issuance of any development approval.
- (2) The Conservation Overlay Designation area on the Future Land Use Map is not to be considered the exact boundary of the conservation area, but to act as an indicator of a potential conservation area. The exact boundary shall be determined by an environmental site study by a qualified professional at the expense of the Developer and submitted for a determination to the Southwest Florida Water Management District or other agency with jurisdiction.
- (3) The Conservation Overlay Designation area is not all inclusive and other areas that do not fall within the COD boundaries that meet the definition of being environmentally sensitive areas are also subject to the regulations affecting them. These areas include protected plant and animal habitat.
- (4) Development proposals shall require the submittal of an Environmental Site Study indicating as to the extent of the impact of development or redevelopment for any lands within Conservation Overlay Designation areas and other environmental concerns.
- (5) Environmental Site Studies 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).
- (6) DeSoto County shall require identification of proposed impacts to the natural functions of any resources by any development or redevelopment that proposes to be placed in/on, to disturb, or to alter identified areas. Compensation and Mitigation plans shall also be provided.
- (7) Such identification shall occur during the development review process and provide the opportunity for DeSoto County to review the proposed project so that direct and irreversible impacts on the identified resources are avoided, minimized, or in the extreme, mitigated.
- (8) Natural resources discovered as a result of the required Environmental Site Study will be protected in accordance with state and federal law. The Environmental Site Study will require that a qualified professional 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.

(9) If an area is determined to be developable and not within the Conservation Overlay Designation, then the underlying future land use category shall apply.

**FLUE Policy 1.12.4:** Any development of a site which includes property determined to be in a Conservation Overlay Designation area, is required to submit a site-specific plan for approval. The plan shall include the clustering of density away from the protected areas and resources. Developments that include Conservation Overlay Designations, but cluster all development activities outside of the Overlay, may be reviewed via a Site Plan Approval process. The following restrictions shall apply to areas determined to be in the COD:

(1) Density transfers out of areas determined to be within the Conservation Area may occur on-site with the following density transfer allowed:

(a) Rural/Agricultural Land Uses shall be consistent with the underlying zoning

(b) Low Density Residential Land Uses shall be 1 unit per 4 acres.

(c) Medium Density Residential, Neighborhood Mixed Use, and General Mixed Use Districts shall be 1 unit per 2 acres.

(2) Development within the Conservation Overlay area shall be restricted to 1 unit per 10 acres and a FAR of 0.1, unless otherwise provided for herein. All development shall be directed away from wetlands.

**FLUE Policy 1.12.6:** The County shall prohibit all development within, and direct development away from, wetlands, unless otherwise approved by the appropriate reviewing agency. Site enhancement for conservation purposes and Best Management Practices including, without limitation, the use of isolation berms to protect water quality and prevent wildlife from migrating into developed areas shall not be deemed “development” for the purposes of this policy, when used pursuant to phosphate mining.

(1) When wetland impacts cannot be avoided, DeSoto County shall require a specific management plan to be prepared by the developer, which results in 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.

(2) 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. Best Management Practices, including, without limitation, the use of isolation berms to protect water quality and prevent wildlife from migrating

into developed areas shall be permitted within the setback areas, when used pursuant to phosphate mining.

(3) Areas designated as natural buffers shall preserve all natural vegetative cover, except where drainage ways, access ways or phosphate mining corridors are approved to cross the buffer, or when contrary to Best Management Practices. Buffers may be supplemented only with native trees, shrubs and ground covers.

**FLUE Policy 1.12.8:** On all existing parcels of land, development shall be located away from wetlands and floodplains on the upland portion of the site, unless otherwise permitted by an authorized agency and permissible within this Plan. Where no upland exists, development may occur so long as all applicable environmental permitting requirements can be satisfied. All future subdivision of land shall contain adequate uplands for the permitted use.

**FLUE Policy 1.14.2: Use compatibility.** Compatibility between uses will be defined by level of density and intensity rather than by use, with the exception of large-scale public uses such as airports, regional hospitals, refineries and correctional institutions.

**FLUE Policy 1.16.2:** The County shall direct development to areas where services and facilities are available to accommodate additional growth.

**FLUE Policy 1.17.2:** Land uses that generate high traffic counts shall be encouraged to locate adjacent to arterial and collector roads.

**FLUE Policy 1.17.3:** The County shall require an adequate quantity of on-site parking to accommodate land uses, and encourage shared parking facilities for multiple uses.

**FLUE Policy 1.17.4:** The County shall require new developments to provide safe and convenient on-site pedestrian and vehicular traffic flow.

### **Conservation Element**

#### **Groundwater Resources:**

**Policy 1.2.10:** All requests for development shall be reviewed to ensure that potential impacts of the proposed development do not degrade the water quality

and quantity of groundwater resources.

**Policy 1.2.15:** DeSoto County shall protect groundwater recharge areas throughout the County by requiring properly functioning stormwater management systems meeting drainage LOS standards and a minimum percentage of 15% pervious open space for all non-residential development projects and a minimum of 25% pervious open space for residential development projects. This may be further restricted in the LDRs through individual zoning districts and other development performance standards.

### **Surface Water Resources:**

**Policy 1.4.3:** The County shall identify and require the creation of upland buffer zones, in accordance with the regulations of the water management districts, between development and surface water, environmentally sensitive areas, and wetlands in order to protect these natural resources from the activities and impacts of development.

### **Wetland Protection:**

**Objective 1.5: Wetland Protection.** Wetlands and the natural functions of wetlands shall be conserved, protected, and restored from activities which alter their physical and hydrological nature to ensure the filtration of water to enhance water quality, provide flood control, maintain wildlife habitat, and offer recreational opportunities, which enhance the quality of life in DeSoto County.

**Policy 1.5.1:** The County, as part of its development review process, shall require the coordination of development plans with the Florida Department of Environmental Protection, the Southwest Florida Water Management District or other appropriate regulatory agency, to assist in monitoring land uses which may impact potential wetlands as shown on the National Wetlands Inventory (shown as part of the Conservation Overlay Area on the FLUM).

**Policy 1.5.2:** The County shall require that all development proposals be accompanied by evidence that an inventory of wetlands; soils posing severe limitations construction; unique habitat; endangered species of wildlife and plants; significant historic structures and/or sites; has been conducted.

**Policy 1.9.16:** Developers shall be required to identify wildlife habitat, and endangered and threatened species as part of the development review process and shall be required to submit mitigation measures for review as part of the County's development review process.

**DESOTO COUNTY, FLORIDA**  
**ORDINANCE 2026- \_\_\_\_\_**

**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, MARIA’S RENTALS LLC, AN OFFICIAL ZONING DISTRICT ATLAS AMENDMENT (RZNE-0046-2023) BY CHANGING THE ZONING DISTRICT OF +/- 41.08 ACRES FROM PLANNED UNIT DEVELOPMENT (PUD) TO RESIDENTIAL MULTI-FAMILY - 8 (RMF-8) ON PROPERTY GENERALLY LOCATED IN CENTRAL DESOTO COUNTY, AT 5906 SE RESIDENTIAL WAY; THE PROPERTY IDENTIFICATION NUMBER BEING 27-38-25-0000-0072-0000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the subject property is owned by Maria’s Rentals LLC and consists of a +/- 41.08 -acre property, generally located in central DeSoto County, at 5906 SE Residential Way, the Property Identification Number being 27-38-25-0000-0072-0000 (Exhibit A); and

**WHEREAS**, the Interim 2040 Future Land Use Map shows the +/- 41.08 -acre parcel is designated Urban Center Mixed 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 Planned Unit Development (PUD) to Residential Multi-Family-8(RMF-8) (Exhibit C); and

**WHEREAS**, consistent with LDR Sections 20-1497 and 20-1498, the Development Director prepared a Development Review Report addressing the factors that 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, both the Planning Commission and County Commission public hearings were noticed per the requirements; and

**WHEREAS**, at the May 5, 2026, 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 as presented; and

**WHEREAS**, on May 26, 2026, the DeSoto Board of County Commissioners (Board) held a duly noticed public hearing on application number RZNE-0046-2023, and continued their consideration of the matter until the June 23, 2026 meeting of the Board, after publicly announcing the date, time, and place of the subsequent meeting in accordance with Section 125.66, Florida Statutes; and

**WHEREAS**, on June 23, 2026 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; 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:**

**Section 1.** *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.

**Section 2.** *Property description.* A +/- 41.08-acre property generally located in central DeSoto County, at 5906 SE Residential Way, the Property Identification Number being 27-38-25-0000-0072-0000.

**Section 3.** *Development order approval,* Maria’s Rentals LLC, owner, is hereby granted an Official Zoning District Atlas amendment (RZNE-0046-2023) changing the zoning district of +/- 41.08-acres from Planned Unit Development (PUD) to Residential Multi-Family-8 (RMF-8).

**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, as prescribed by law.

**PASSED AND DULY ADOPTED** in DeSoto County, Florida this 23<sup>rd</sup> day of June 2026.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
OF DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mandy J. Hines  
County Administrator

By: \_\_\_\_\_  
Steve Hickox, Chair  
Board of County Commissioners

**Approved as to Form and Correctness:**

By: \_\_\_\_\_  
Valerie Vicente,  
County Attorney

# Exhibit A: General Location









# DeSoto County

6/23/2026

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Item #: 12.

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business 6:30 pm  
 Public Hearing Ordinance

**DEPARTMENT:** Planning & Zoning  
**SUBMITTED BY:** Laura McClelland  
**PRESENTED BY:** Laura McClelland

**TITLE & DESCRIPTION:**

**Ordinance / RD Welch / Rezone (RZNE0080-2026)**

**REQUESTED MOTION:**

A motion to adopt/deny the proposed ordinance for rezone and enter into the record the staff report and all other competent and substantial evidence introduced at the hearing.

**SUMMARY:**

The request is for an Official Zoning District Atlas Amendment (Rezone), application (RZNE-0080-2026) filed by the Owner, R. D. Welch Company, to change the zoning of a ±5.07 acre lot from Agricultural-5 (A-5) to Residential Single Family-2 (RSF-2).

The property is generally located in the southwest portion of DeSoto County on the south side of SW Reese Street and designated with the Low Density Residential Future Land Use Category. The site is vacant with the exception of a small, fenced area shown on the boundary survey and pathways, evident on the aerial.

**BACKGROUND:**

The application is a request to amend the Official Zoning District Atlas by changing the zoning district of ±5.07 acres from Agricultural-5 (A-5), 1 dwelling unit per 5 acres, to Residential Single Family-2 (RSF-2), 2 dwelling units per 1 acre. The application for rezone was submitted to the Development Department by R. D. Welch Company and accepted on January 14, 2026.

The subject property is platted as Lot 1 of the Greene Acres of Lettuce Lake Subdivision, a Major Plat that was approved on May 28, 2024, by Resolution 2024-038.



## DESOTO COUNTY DEVELOPMENT DEPARTMENT

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### STAFF REPORT –OFFICIAL ZONING DISTRICT ATLAS AMENDMENT

#### CASE INFORMATION

Application No.:	RZNE-0080-2026
Request:	Rezone from A-5 to RSF-2
Owner/Applicant:	R. D. Welch Company (Reece D. Welch)
Property Address/Location:	No Assigned Address/SW Reese Street, Arcadia FL 34266
Parcel ID No.:	23-39-23-0010-0000-0010
Parcel Size:	5.07 acres
Future Land Use (FLU):	Low Density Residential
Current Zoning:	Agricultural-5
Proposed Zoning:	Residential Single Family-2
Overlay District:	None

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#### EXECUTIVE SUMMARY

The request is for an Official Zoning District Atlas Amendment (Rezone), application (RZNE-0080-2026) filed by the Owner, R. D. Welch Company, to change the zoning of a ±5.07 acre lot from Agricultural-5 (A-5) to Residential Single Family-2 (RSF-2).

The property is generally located in the southwest portion of DeSoto County on the south side of SW Reese Street and designated with the Low Density Residential Future Land Use Category. The site is vacant with the exception of a small, fenced area shown on the boundary survey and pathways, evident on the aerial.

The DeSoto County Land Development Regulations 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 of County Commissioners (Board), the authorizing body.

#### I. BACKGROUND

The application is a request to amend the Official Zoning District Atlas by changing the zoning district of ±5.07 acres from Agricultural-5 (A-5), 1 dwelling unit per 5 acres, to Residential Single Family-2 (RSF-2), 2 dwelling units per 1 acre. The application for rezone

was submitted to the Development Department by R. D. Welch Company and accepted on January 14, 2026.

The subject property is platted as Lot 1 of the Greene Acres of Lettuce Lake Subdivision, a Major Plat that was approved on May 28, 2024, by Resolution 2024-038.

The Interim 2040 Future Land Use Map of the Comprehensive Plan shows the subject property designated as Low Density Residential, Official Zoning District Atlas shows the subject property is currently located within the Agricultural-5 (A-5) zoning district.

## **II. PROPOSED ORDINANCE**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS FOR A +/- 5.07 ACRE LOT FROM AGRICULTURAL - 5 (A-5) TO RESIDENTIAL SINGLE FAMILY-2 (RSF-2) FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF SW REESE STREET AND SW LETTUCE LAKE AVENUE WITH PROPERTY IDENTIFICATION NUMBER BEING 23-39-23-0010-0000-0010; 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 provides the procedures for rezoning. Section 20-1498 contains 15 criteria that shall be considered when evaluating the rezone. 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. Comprehensive Plan Consistency**

The rezoning application has been evaluated and can be found to be consistent with the following Comprehensive Plan policies:

**FLUE Objective 1.1: Land Use Categories Established.** The generalized land use categories depicted in the Interim 2040 Future Land Use Map Series are intended to establish varying degrees of environmental protection and intensity of development, transitioning from the natural environment to the most intense development areas by gradually increasing density and urban character.

**FLUE Policy 1.1.2:** *Land Use Categories.* The County shall implement the following land use categories as shown on the Future Land Use Map.

Land Use Categories	Base Density/Intensity
Low Density Residential	Up to 2 du/acre

*Consistency analysis: The property is currently designated Low Density Residential Land Use on the Future Land Use Map and the proposed rezone to RSF-2, if approved will allow a maximum density of 2 dwelling units per acre (5 acres X 2 du per acre = 10 du maximum).*

**Policy 1.1.11: Rezoning.** The zoning amendment criteria in the Land Development Regulations shall be used to determine if a rezoning request to a new district is appropriate for a given property, in accordance with the comprehensive plan. The following general criteria, at a minimum, will be considered as part of the rezoning review process:

- (1) Location, availability and capacity of public services and facilities.
- (2) Proximity to similar densities/intensities.
- (3) Location within transportation network.
- (4) Environmental protection.

*Consistency analysis: Staffs has considered the above criteria. The lot has frontage on two public roads and adjacent to lots zoned RSF-2 on the north side of SW Reese Street, developed per the RSF-2 zoning standards. Public utilities are available in the area. Environmental protection will be considered with a future development application, subject to State standards. The rezoning review has also considered the 15 rezoning criteria contained in Section 20-1498. LDR Section 20-128 Residential Single-Family District standards were reviewed for any possible conflicts, and these standards will be applied if a subdivision plat is submitted in the future.*

**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.

**MEASURABLE TARGET:** Location and total acreage added to the Low Density Residential Use category.

**Policy 1.4.1: Low Density Residential Use Category Location.** The following criteria shall be use for assigning new areas for the Low Density Residential Land Use category on the Future Land Use Map:

- (1) The Low-Density Residential Use land use category is expected to extend predominantly outward from the medium densities and intensities allowed in

the Neighborhood Mixed Use, General Mixed Use and Urban Center Mixed Use land use categories.

- (2) Areas appropriate for Low Density Residential Use designation are locations that have adequate central water and sewer systems, stormwater management systems and public paved roadways or are areas that are planned to be served by utilities in the future via the Utility Master Plan.
- (3) Low Density Residential Uses shall be located appropriately to buffer rural residential areas, but not immediately adjacent to intensive active agricultural uses or industrial/large phosphate mining/material excavation uses.
- (4) Low Density Residential Use areas having densities exceeding three (3) du/ac shall have adjacent and direct access to collector or arterial road roadways allowing for access to urban, general and neighborhood mixed use centers.

*Consistency analysis: The proposed rezoning to RSF-2 can be found to be consistent with Policy 1.4.1, which outlines the criteria to analyze when a future land use map amendment is requested to Low-Density Residential. While the site is already designated Low Density Residential, the policy provides expectations for the area, including utilities and roadways. Utilities exist in proximity to the lot and the site has access to the public street network.*

**Policy 1.4.2:** *Low Density Residential Use Category Uses.* The primary use of this category shall be residential, in a variety of low densities and styles. A sustainable mix of neighborhood scale commercial, office, residential mixed use, and institutional uses may be introduced only as a part of the PUD process for developments of 1000 dwelling units or greater. The commercial area 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. Schools and other public facilities shall be permitted with appropriate buffering. Areas with existing non-residential zoning are permitted a sustainable mix of neighborhood scale commercial, office, residential mixed use, and institutional uses consistent with the existing zoning district. The zoning district uses and development standards contained in the Land Development Regulations shall carry out the specific intent of this land use category.

*Consistency analysis: The proposed rezone to RSF-2 aligns with the intended uses of Policy 1.4.2.*

**Policy 1.4.3:** *Low Density Residential Use Category Sustainability.* The minimum density permitted within this category will be two dwelling units per acre.

*Consistency analysis: The minimum density requirements of this policy have been historically applied to development that can connect to public utilities. The RSF-2 minimum dimensional standards in the LDR allow up to 2 dwelling units per acre, a minimum lot area of 21, 780 square feet, and a minimum lot width ranging from 85-100*

*feet, which allows the implementation of this policy.*

**Policy 1.4.4: Low Density Residential Open Space.** All development within the Low Density Residential Category shall provide open space through clustering of units in order to reduce the footprint on a site. Development shall provide a minimum of 25 percent open space.

*Consistency analysis: Future development on the site will be subject to the minimum open space requirements of this policy.*

**Policy 1.4.5: Open Space design.** All open space areas shall be primarily located adjacent to other areas approved as development open space in order to create natural corridors.

*Consistency analysis: The open space design of a future development will be reviewed pursuant to the standards of this policy.*

**Policy 1.4.6: Utilities.** All development within the Low Density Residential category shall connect to existing centralized public water and wastewater systems.

*Consistency analysis: The DeSoto County Utility Ordinance will be applied to a future development to implement this policy.*

**B. Compatibility Analysis**

<b>Directions</b>	<b>Future Land Use</b>	<b>Zoning District</b>	<b>Types of Land Uses</b>
<b>Site</b>	Low Density Residential	Agricultural-5 (A-5)	Vacant
<b>North</b>	Low Density Residential	Residential Single Family-2 (RSF-2)	Single family homes
<b>South</b>	Low Density Residential	Agricultural-5 (A-5)	Vacant
<b>East</b>	Low Density Residential	Agricultural-5 (A-5)	Vacant
<b>West</b>	Low Density Residential	Mobile Home Park (MHP) & Agricultural-5 (A-5)	Mobile homes & single family home

The Compatibility Analysis Table illustrates that the surrounding uses are consistent with the Low Density Residential Future Land Use Category. The LDR provides specific minimum lot area and lot width, maximum density, minimum yard requirements, and maximum impervious lot coverage for the Residential Single Family zoning district, as required by Objective 1.14 of the Comprehensive Plan to help to ensure compatibility between uses.

*Consistency analysis: The proposed zoning can be found to align with the existing zoning and uses in the area.*

*Based on the above findings, it is concluded the application can be found to be **consistent** with this policy.*

**C. Rezoning Criteria**

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 and staff offers a consistency analysis of each.

<b>Criteria</b>	<b>Details</b>	<b>Yes Consistent for Approval</b>	<b>No Inconsistent Does not support approval</b>
(1) Whether the proposed change would be consistent with the Comprehensive Plan.	The rezone to RSF-2 is consistent with the applicable policies of the Comprehensive Plan, including the Low Density Residential Future Land Use category.	X	
(2) The existing land use pattern.	The existing land use pattern contains a variety of residential uses, and the area contains A-5, RSF-2, & MHP zoning districts. The rezoning of this property to RSF-2 can be considered to be compatible with the existing land use pattern.	X	

<p>(3) The creation of an isolated district unrelated to adjacent and nearby districts.</p>	<p>Approval of the rezone to RSF-2 will not create an isolated district, this property is surrounded by A-5, RSF-2, &amp; MHP zoning districts and can be found to be a logical expansion of the RSF-2 zoning located to the north (across Reese Street).</p>	<p>X</p>	
<p>(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 County concurrency regulations.</p>	<p>The rezoning to RSF-2 should not adversely impact the availability of adequate public facilities consistent with the level of service standards.</p> <p>All future developments will be evaluated for LOS standards.</p>	<p>X</p>	
<p>(5) Whether the existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for changes.</p>	<p>The zoning district boundaries were not illogically drawn and the rezone can be found to be a reasonable expansion of the RSF-2 zoning located to the north.</p>	<p>X</p>	
<p>(6) Whether changed or changing conditions make the passage of the proposed amendment necessary.</p>	<p>The property is located in a rural residential area with single family and agricultural uses. The area is slowly transitioning to allow smaller residential lots and the proposed rezoning to RSF-2 can be found to be generally consistent with nearby zoning and land uses.</p>	<p>X</p>	

(7) Whether the proposed change will adversely influence living conditions in the area.	The rezoning is not expected to adversely influence living conditions in the area. The site is located RSF-2 zoning is compatible with the area.	X	
(8) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.	The rezoning from A-5 to RSF-2 will not excessively impact traffic congestion or affect public safety.  All future development applications will be evaluated for traffic.	X	
(9) Whether the proposed change will create a drainage problem.	The rezoning will not have an impact drainage.  Future development on the site will be evaluated for stormwater and drainage.  The FEMA flood map for this area is number 12027C0278D, effective on 10/07/2021. Based upon the flood maps, the property is located in Zone X.	X	
(10) Whether the proposed change will seriously reduce light and air to adjacent areas.	The rezoning will not seriously reduce light and air to adjacent areas. The RSF-2 zoning district provides development standards, including a minimum lot size of ½ acre (21,780 sq ft), minimum setbacks, and limits the amount of impervious lot coverage to 35%. These regulations will help to ensure that future development does not negatively impact light and air to the nearby parcels.	X	

<p>(11) Whether the proposed change will adversely affect property values in the adjacent area.</p>	<p>Absent an analysis from a certified property appraiser, it is difficult to understand how the proposed RSF-2 rezoning will impact area property values. However generally, property that allows two units per acre has a higher assessed value than agricultural property that limits density to 1 unit - per 5 acres, and therefore an adverse impact on property values is not expected.</p>	<p>X</p>	
<p>(12) Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.</p>	<p>Changing the zoning to RSF-2 should not be detrimental to the improvement or development of adjacent property. Some agricultural uses can be perceived as problematic when in the same proximity to smaller lot residential development, but a 5-acre agricultural lot next to a one-half acre residential lot can be expected to coexist with limited issues.</p>	<p>X</p>	
<p>(13) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.</p>	<p>The proposed change, as evaluated pursuant to the Comprehensive Plan and LDR will not grant a special privilege to an individual owner as contrasted to the public welfare.</p>	<p>X</p>	
<p>(14) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.</p>	<p>The property can continue to be used under the existing A-5 zoning should the Board decide to deny the rezoning.</p>	<p>X</p>	

(15) Whether the change suggested is out of scale with the surrounding area.	The proposed rezone to RSF-2 is not expected to create development that is out of scale with the surrounding area.	X	
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#### IV. FINDINGS & CONCLUSIONS

1. The subject property consists of a 5.07-acre site located in southwest DeSoto County, on the south side of SW Reese Street.
2. The Interim 2040 Future Land Use Map shows the subject property is designated Low Density Residential.
3. The Official Zoning District Atlas shows the subject property is currently zoned Agricultural-5 (A-5), 1 dwelling unit per 5 acres.
4. On January 14, 2026, an Official Zoning District Atlas amendment application (RZNE-0080-2026) was filed by the owner, R. D. Welch Company, which application proposes to change the zoning district to Residential Single Family-2 (RSF-2), 2 dwelling units per acre.
5. LDR Section 20-1345 requires the application to be complete and in writing. The Development Director found the filed application was submitted in writing and complete.
6. LDR Sections 20-1345(c) provides that the complete application should be distributed to the Development Review Committee (DRC) for comments. The Development Director finds the application was distributed to the DRC January 14, 2026.
7. 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 that is scheduled for June 2, 2026.
8. 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.
9. LDR Division 7 establishes an adoption process, and the Development Director concludes the application has been processed in conformance with that requirement because the application has been scheduled for Planning Commission and Board of County Commissioners public hearings.
10. LDR Section 20-1498 also includes criteria that must be considered when reviewing the application. The Development Director finds and concludes the application meets those requirements and can be recommended for approval.
11. The LDR establishes specific public notice requirements for an Official Zoning District amendment application. The Development Director finds and concludes the application has been noticed in conformance with the zoning amendment public

hearing requirements and public hearings have been scheduled before the Planning Commission and Board of County Commissioners.

In summary, the rezoning application can be found to be consistent with the 15 factors contained in Section 20-1498(a) of the Land Development Regulations.

## **V. ALTERNATIVE ACTIONS**

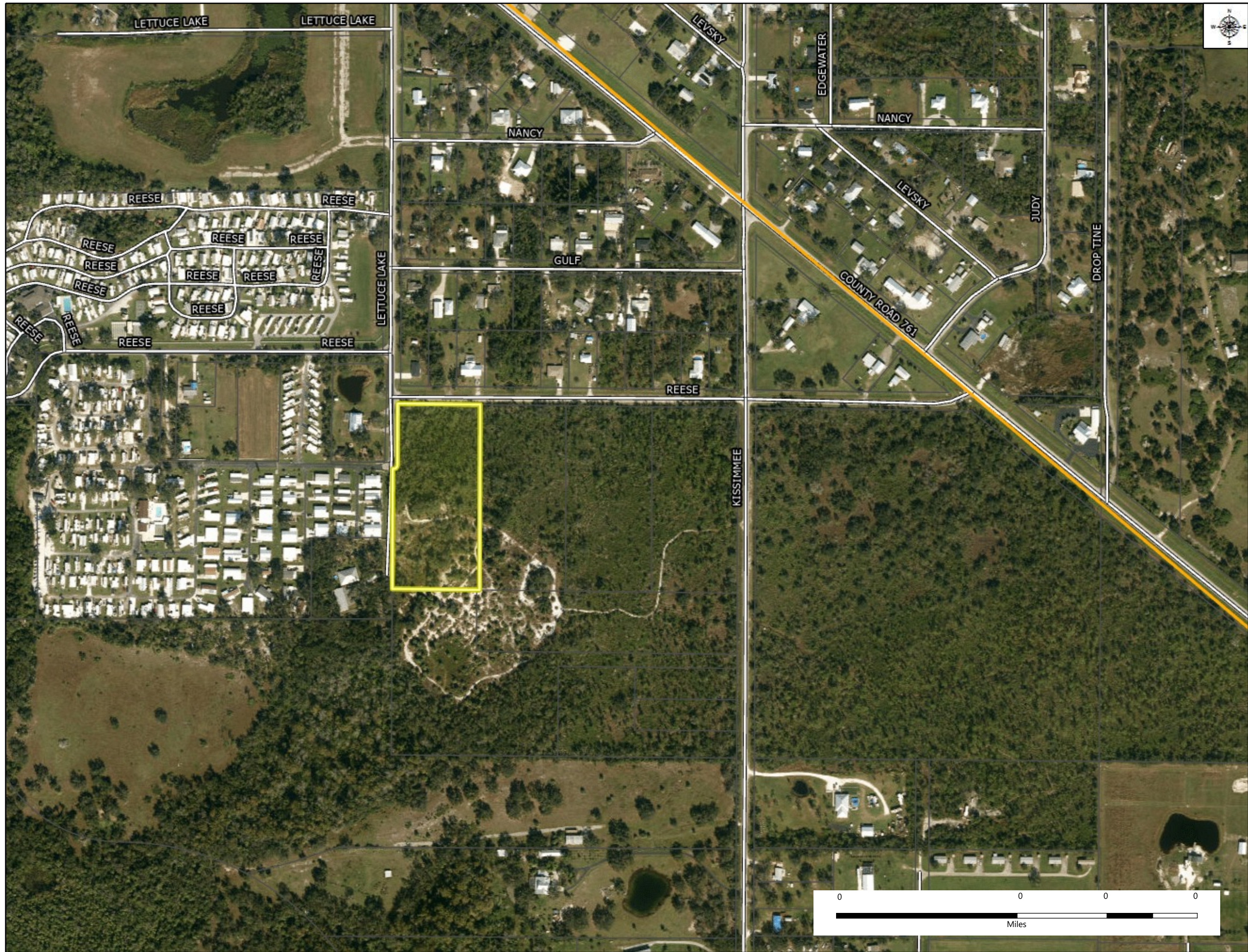
1. Motion to enter into the record the staff report and adopt the Ordinance approving the rezone.
2. Motion to enter into the record the staff report and deny the Ordinance approving the rezone.

## **VI. HEARING SCHEDULE**

- Planning Commission: June 2, 2026, recommendation of approval
- Board of County Commissioners: Scheduled for June 23, 2026

## **ATTACHMENTS**

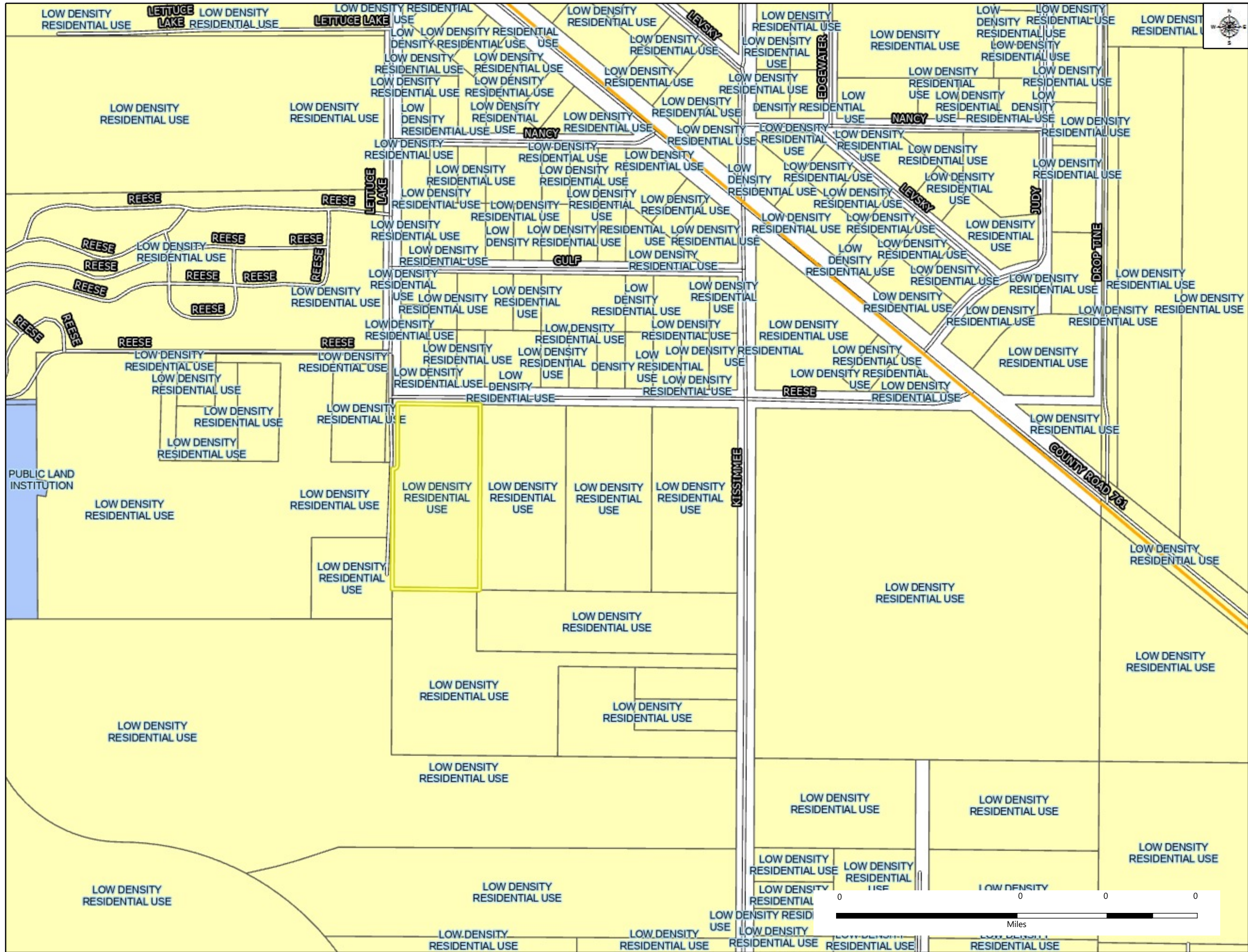
- Exhibit A – Location Map
- Exhibit B – FLU Map
- Exhibit C – Zoning Atlas Map



Location Map

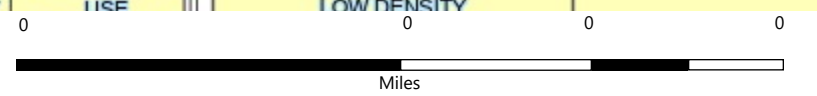
- Street Labels
- Major Road Labels
- County Boundary
- Major Roads
- Streets
- Parcels

February 2, 2026



- Street Labels
- Major Road Labels
- FLUM Labels
- County Boundary
- Major Roads
- Streets
- Parcels
- FLUM 2040
  - Preservation
  - Rural/Agriculture
  - Low Density Residential
  - Medium Density Residential
  - Neighborhood Mixed Use
  - Employment Center
  - Commercial
  - Urban Center Mixed Use
  - Public Land/Institutional
  - Electrical Generating Facility

February 2, 2026

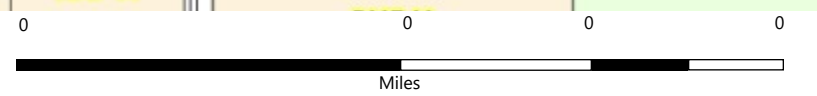


# Zoning Map



- Street Labels  
Major Road Labels  
Zoning Labels  
Zoning Designation
- A-10
  - A-5
  - CE
  - CG
  - CITY
  - CN
  - IH
  - IL
  - ILE
  - MHP
  - MHS
  - P/I
  - PM-1
  - PUD
  - RM
  - RMF-12
  - RMF-6
  - RMF-8
  - RMF-M
  - ROI
  - RSF

February 2, 2026



Prepared By  
**HORNER SHIFRIN**

**DESOTO COUNTY, FLORIDA**  
**ORDINANCE 2026- \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING ATLAS FOR A +/- 5.07 ACRE LOT FROM AGRICULTURAL – 5 (A-5) TO RESIDENTIAL SINGLE FAMILY-2 (RSF-2) FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF SW REESE STREET AND SW LETTUCE LAKE AVENUE WITH PROPERTY IDENTIFICATION NUMBER BEING 23-39-23-0010-0000-0010; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the subject property is owned by R. D. Welch Company and consists of a +/- 5.07-acre property generally located in southwest DeSoto County, located at the southeast corner of SW Reese Street and SW Lettuce Lake Avenue, the Property Identification Number being 23-39-23-0010-0000-0010 (Exhibit A); and

**WHEREAS**, the Interim 2040 Future Land Use Map shows the +/- 5.07-acre parcel is designated Low Density Residential Future Land Use Category (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 Agricultural -5 (A-5) to Residential Single Family-2 (RSF-2) (Exhibit C); 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 June 2, 2026 , Planning Commission meeting; and

**WHEREAS**, at the June 2, 2026 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 as presented; and

**WHEREAS**, on June 23, 2026 , the DeSoto Board of County Commissioners (Board) held a duly noticed public hearing on application number RZNE-0080-2026, 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; 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:**

**Section 1.** *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.

**Section 2.** *Property description.* A +/- 5.07-acre property generally located in southwest DeSoto County, on SW Reese Street, the Property Identification Number being 23-39-23-0010-0000-0010.

**Section 3.** *Rezoning approval.* R. D. Welch Company, owner, is hereby granted an Official Zoning District Atlas amendment (RZNE-0080-2026) changing the zoning district of the aforementioned +/- 5.07-acre property from Agricultural -5 (A-5) to Residential Single Family-2 (RSF-2).

**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 23<sup>rd</sup> day of June 2026.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
OF DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mandy J. Hines  
County Administrator

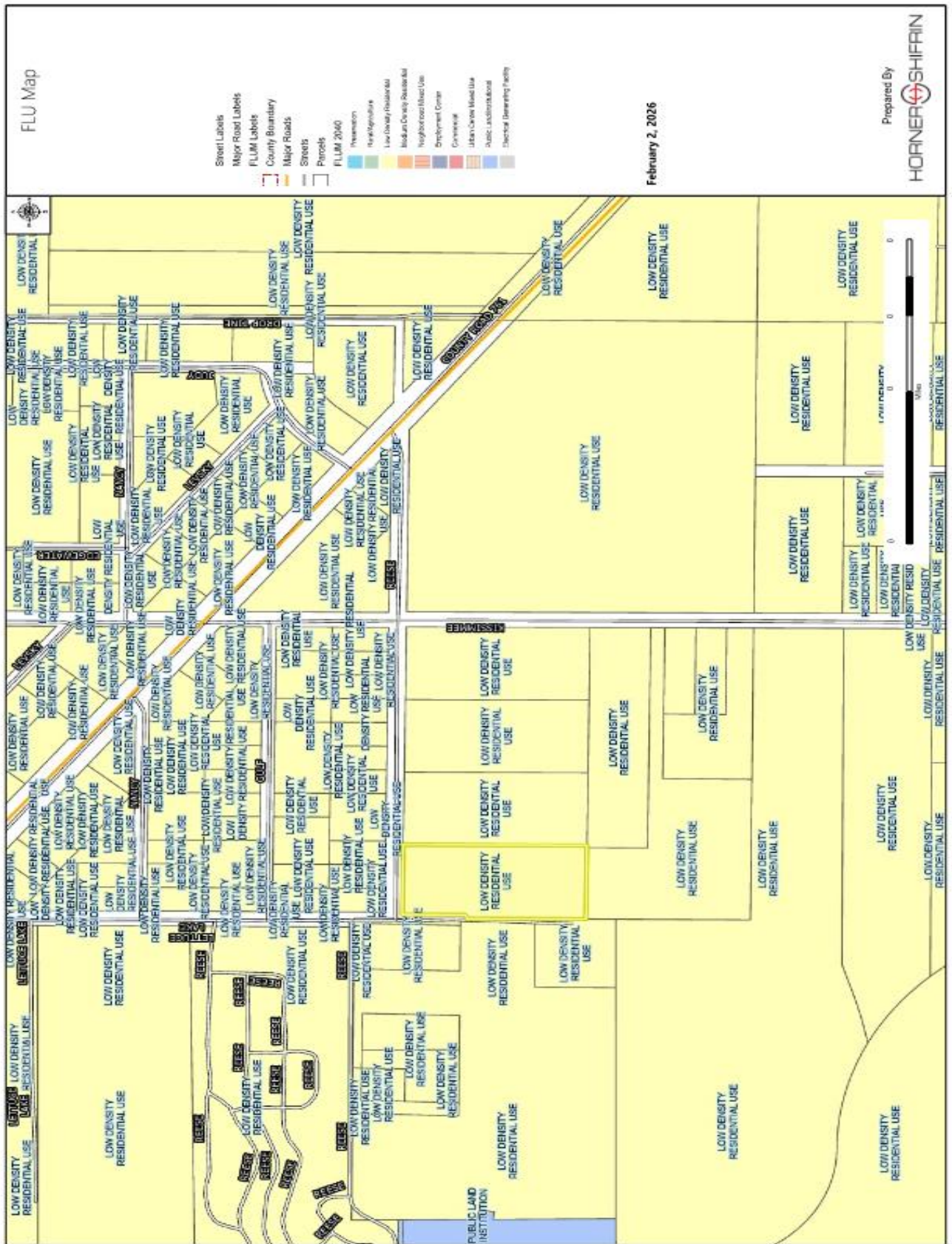
By: \_\_\_\_\_  
Steve Hickox, Chair  
Board of County Commissioners

**Approved as to Form and Correctness:**

By: \_\_\_\_\_  
Valerie Vicente,  
County Attorney



# Exhibit B: FLUM 2040







# DeSoto County

6/23/2026

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Item #: 13.

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- Consent Agenda     Quasi-Judicial Public Hearing  
 Regular Business    6:30 pm  
 Public Hearing Resolution

**DEPARTMENT:**    Planning & Zoning  
**SUBMITTED BY:**    Laura McClelland  
**PRESENTED BY:**    Misty Servia

**TITLE & DESCRIPTION:**

**Resolution / Craig's RV Park Inc. (Hahn Towers Inc.) / Special Exception (USE-0215-2025)**

**REQUESTED MOTION:**

**A motion to adopt/deny the proposed resolution for a special exception and enter into the record the Development Review Report, and all other competent substantial evidence presented at the hearing.**

**SUMMARY:**

**The applicant has applied for a Special Exception use application (USE-0215-2025) to construct a 195' monopole communications tower and corresponding 3,000 sq ft fenced compound on a vacant +/- 8.28-acre parcel, located between NE Cubitis Ave and NE Highway 17 with frontage on both roads. The property is zoned Agricultural - 10 (A-10) and located in the Rural/Agricultural Future Land Use Category.**

**BACKGROUND:**

**The subject parcel is located on NE Highway 17 (See Exhibit A) and is owned by Craig's RV Park Inc. The applicant is requesting a Special Exception to allow a communications tower on site. The property is currently vacant.**

**The 2040 Future Land Use Map shows the property is located within the Rural/Agricultural Future Land Use Category and the Official Zoning District Atlas shows the property is zoned Agricultural - 10 (A-10). The subject parcel is non-conforming at +/- 8.28-acres as it does not meet the required minimum lot size of 10 acres in the A-10 zoning district; however, it is a Lot of Record.**

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**ITEM #: 13.**

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The LDR defines the proposed use as a “communications tower” and the use is referred to as a “communication transmitting and receiving facilities, non-occupied” in the A-10 zoning district.

Craig’s RV Park, Inc. received approval of a variance (Resolution 2023-01) on November 7, 2023, by the Board of Adjustments to allow a single-family residence with a barn for livestock on an 8.28-acre parcel. The corresponding staff report stated that some of the original site acreage was taken by FDOT for US 17 improvements, which may have been the reason for the non-conforming lot size, but the case file lacked any documentation confirming this assumption. The variance was approved to allow a single-family residence with a barn for livestock. No building permits or construction occurred since approval of this variance. At the Applicant’s request, at the June 2, 2026 meeting of the Board of Adjustments (BOA), the BOA repealed Resolution 2023-01, thereby repealing the aforementioned variance.



*DESOTO COUNTY DEVELOPMENT DEPARTMENT  
STAFF REPORT*

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**CASE #:** USE-0215-2025

**REQUEST:** Special Exception: Telecommunications Tower

**PROPERTY OWNER:** Craig's RV Park Inc  
7895 NE Highway 17  
Arcadia, Florida 34266

**APPLICANT:** Hahn Towers Inc  
1199 S Federal Hwy, Suite 249  
Boca Raton, Florida 33432

**PROPERTY ID:** 33-36-25-0000-0226-0000

**PROPERTY ADDRESS:** NE Highway 17, Arcadia, FL 34266

**TOTAL PARCEL SIZE:** +/- 8.28-acres

**ZONING DISTRICT:** A-10 (Agricultural- 10)

**FUTURE LAND USE DESIGNATION:** Rural/Agricultural

**OVERLAY DISTRICTS:** Conservation Overlay District

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**DEVELOPMENT REVIEW REPORT**  
**(GREEN STREET/M.SERVIA)**

The applicant has applied for a Special Exception use application (USE-0215-2025) to construct a 195' monopole communications tower and corresponding 3,000 sq ft fenced compound on a vacant +/- 8.28-acre parcel, located between NE Cubitis Ave and NE Highway 17 with frontage on both roads. The property is zoned Agricultural - 10 (A-10) and located in the Rural/Agricultural Future Land Use Category.

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 on NE Highway 17 (See Exhibit A) and is owned by Craig's RV Park Inc. The applicant is requesting a Special Exception to allow a communications tower on site. The property is currently vacant.

The 2040 Future Land Use Map shows the property is located within the Rural/Agricultural Future Land Use Category (See Exhibit B) and the Official Zoning District Atlas shows the property is zoned Agricultural - 10 (A-10) (See Exhibit C). The subject parcel is non-conforming at +/- 8.28-acres as it does not meet the required minimum lot size of 10 acres in the A-10 zoning district; however, it is a Lot of Record (see Exhibit F).

The LDR defines the proposed use as a "communications tower" and the use is referred to as a "communication transmitting and receiving facilities, non-occupied" in the A-10 zoning district.

Craig's RV Park, Inc. received approval of a variance (Resolution 2023-01) on November 7, 2023, by the Board of Adjustments to allow a single-family residence with a barn for livestock on an 8.28-acre parcel. The corresponding staff report stated that some of the original site acreage was taken by FDOT for US 17 improvements, which may have been the reason for the non-conforming lot size, but the case file lacked any documentation confirming this assumption. The variance was approved to allow a single-family residence with a barn for livestock. No building permits or construction occurred since approval of this variance and staff recommends a condition revoking the variance so that the Special Exception for the communications tower can be approved, and that a resolution be adopted repealing Resolution 2023-01.

In conformance with LDR Section 20-762, which governs lots, parcels, or structures that become nonconforming as a result of eminent domain, the Planning Director may grant a waiver to Section 20-126(2) (i.e., development standards for A-10 zoning district related to minimum lot area), and recognizing the existing 8.28-acre site for the proposed communications tower as appropriately sized and complying with the following criteria (Exhibit G):

- a. Determine that the requested waiver will not adversely affect visual, safety, aesthetic or environmental concerns of neighboring properties;
- b. Determine that the requested waiver does not adversely affect the safety of pedestrians or operators and passengers of motor vehicles; and
- c. Preserve required off-street parking requirements to the greatest extent

practicable. The reconfiguration, reduction, or removal of landscape or open space requirements may be considered to preserve off-street parking.

Approximately 1/3 of the site is located within the Conservation Overlay District (COD). The areas in the COD lie in the northern portion of the parcel and along the eastern boundary, contiguous to Highway 17. The lease area for the proposed communications tower is shown outside the COD limits. An Environmental Site Report is required to be submitted with the Improvement Plan, which will include specific information for the onsite resources and their relationship to planned improvements.

Land Development Regulations (LDR) Section 20-126(1)(c)(3) provides for "Communication transmitting and receiving facilities, non-occupied" as a special exception use provided the criteria for special exception uses in LDR Article XI, Division 5, of this chapter are met. Chapter 365.172(13)(b)1 of the Florida Statutes generally limits local government review to aesthetics, landscaping, land use-based location priorities, structural design, and setbacks.

An application for the Special Exception was received in the Development Department on June 17, 2025.

### **PROPOSED RESOLUTION**

**A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING WITH CONDITIONS A SPECIAL EXCEPTION USE (USE-0215-2025) FOR A COMMUNICATIONS TOWER AND ACCESSORY EQUIPMENT ON A +/-8.28- ACRE PARCEL ZONED AGRICULTURAL – 10 (A-10) AND LOCATED BETWEEN CUBITIS AVENUE AND NE HIGHWAY 17, APPROXIMATELY 800-FEET NORTH OF NE BROWNVILLE STREET, THE PARCEL IDENTIFICATION NUMBER BEING 33-36-25-0000-0226-0000; INCORPORATING THE WHEREAS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

## DATA & ANALYSIS

In all quasi-judicial proceedings, the applicant shall bear the burden of demonstrating with competent and substantial evidence that the application satisfies the applicable requirements of the LDR and Comprehensive Plan.

A. **Application requirements.** LDR Section 20-1431 requires that a Special Exception Use Application be submitted indicating the LDR basis in 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 demonstrate that approval of the Special Exception 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's welfare. Evidence to support such 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. Placement of structures. *The request is for an unmanned, 195' communications tower to be placed within a 3,000 SF fenced lease area on vacant property zoned Agricultural - 10. The applicant has submitted a site plan showing the proposed 50' x 60' lease area, with the proposed 195' monopole tower (200' highest appurtenance). The communications tower is shown in the center of the lease area, with an 8' opaque white PVC fence containing three strands of barbed wire around the exterior of the lease area.*

*The A-10 zoning district allows unoccupied communication transmitting and receiving facilities with approval of a Special Exception. The LDR requires a minimum setback from any property boundary line equal to 100 percent of proposed tower height. The concept plan shows that the distance from property lines to the communications tower exceeds the minimum required setbacks with 600' from the north, 203' from the east, 206' from the south, and 204 feet from the west.*

*The site is in the Rural/Agricultural Future Land Use Category. Parcels to the north, east, and west are vacant, with a church located on the adjacent property to the south.*

*No additional structures or commercial activities are proposed, and staff recommends a condition clarifying that the project is for one monopole tower and accessory equipment. The future lease areas shown on the concept plan are not authorized for any improvements beyond the conditioned approval. Based upon the above, the application can be found in **conformance** with this factor.*

- b. Provisions for ingress and egress. The proposed use is an unoccupied communications tower. An existing cement access drive is located on NE Cubitis Avenue. The applicant proposes a 20' wide ingress/egress and utility easement from the existing driveway on NE Cubitis Avenue to the proposed lease parcel (50' x 60' fenced compound). Within the proposed ingress/egress easement, a 20' wide shell access drive with a 20' x 120' turnaround area to support fire apparatus is shown on the concept plan and conditioned to be approved by the Public Safety Department and the County Engineer with the Improvement Plan. . If gated, all details of the gate will be approved by the Public Safety Department with the Improvement Plan. Based upon the above, the application can be found in **conformance** with this factor.*
- c. Off-street parking. The proposed use is an unoccupied telecommunications tower. The LDR does not have specific requirements for parking for this type of utility use. It will occasionally have a service vehicle visiting the site for maintenance and is considered like a utility sewer lift station in terms of visitors/parking. The site plan does show a 20' x 120' turnaround area at the entrance of the fenced compound, which should adequately accommodate the parking needs of the site. The narrative indicates that one parking space for a technician is needed. Based upon the above, the application can be found in **conformance** with this factor.*
- d. Off-street loading. The proposed use is an unoccupied telecommunications tower. Loading is not required for this use, and therefore, this factor is not applicable.*
- e. Refuse and service areas. The proposed use is an unoccupied telecommunications tower. A solid waste collection plan has not been shown on the concept plan. If solid waste service is required for the use, it will be the applicant's responsibility to engage in a solid waste contract with the County's provider, as conditioned in*

*this report. Based upon the above, the application can be found in **conformance** with this factor with **conditions**.*

- f. Required yards and open space. *LDR 20-126(2)(c) requires a minimum front yard setback of 50', a minimum side yard setback of 30', and a minimum rear yard setback of 50' in the A-10 zoning district for structures, and LDR 20-126(1)(c)3 requires a minimum setback from any property boundary line equal to 100 percent of proposed communications tower height. The plan shows that the minimum required tower setbacks will be met, as the distance from property lines ranges between 203'-600'. The A-10 zoning district does not limit the amount of impervious lot coverage. Based upon the above, the application can be found in **conformance** with this factor.*

2. Plans showing proposed locations for utilities hook-up.

*Consistency analysis: The proposed use is an unoccupied telecommunications tower. The site plan does not show any plans for water and sewer. The site is not located in Desoto County Utility service area. Electric service and fiber optics will be coordinated by local utility providers. No additional utilities are proposed. Based upon the above, the application can be found in **conformance** with this factor.*

3. Plans for screening and buffering with reference as to type, dimensions and characters.

*Consistency analysis: The proposed use is an unoccupied communications tower as a Special Exception use on private property zoned Agricultural – 10 (A-10). The buffer matrix in DR Section 20-600 does not expressly require a buffer for telecommunication towers. Since there are no irrigation systems or water supply in the vicinity, the applicant has proposed an 8' decorative white PVC fence around the 3,000 SF compound to screen the equipment cabinets from view. Based upon the above, the application can be found in **conformance** with this factor.*

4. Plans for proposed landscaping and provisions for trees.

*Consistency analysis: As stated above, the buffer matrix in Section 20-600 does not expressly require a buffer for communication towers, and therefore trees and landscaping are not proposed.*

*Based upon the above, the application can be found in **conformance** with this factor.*

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.

*Consistency analysis: No information was provided regarding signs or lighting. To meet FAA requirements, the tower is proposed to have a medium-intensity, white flashing beacon light to be used during the daytime and twilight hours. During the night, the light will change to a red flashing beacon per FAA requirements. The ground equipment area will have standard security lighting, which will be approved with the Improvement Plan. Based upon the above, the application can be found in **conformance** with this factor.*

The Special Exception application and proposed site plan were considered in applying the standards for the proposed communications tower.

Based upon the findings and conclusions above, with conditions, it can be concluded that the applicant has demonstrated that approval of the Special Exception 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, if approved with the recommended conditions.

**B. Staff review.** LDR Section 20-1432 addresses staff review.

- 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 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.

*Consistency analysis: On June 17, 2025, the applicant filed a Special Exception use application for a proposed 195' telecommunications tower on the subject property. The Development Director*

*subsequently determined the application was complete.*

- 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.

*Consistency analysis: The Development Director distributed the application to the Development Review Committee members.*

- *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.*

*Consistency analysis: The application is scheduled for the June 2, 2026, Planning Commission meeting. The application is also scheduled for the June 23, 2026, Board of County Commissioners public hearing.*

- 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.

*Consistency analysis: The 2040 Future Land Use Map shows the subject property is located within the Rural/Agricultural Future Land Use. The intent of the Rural/Agricultural Future Land Use category is primarily agricultural, pastoral, and rural residential development. A portion of the property is within the Conservation Overlay District, but no development is proposed in that area. A condition is recommended that an Environmental Site Study shall be submitted by the applicant with the Improvement Plan, as required by the Comprehensive Plan. A clean Phase I Environmental Report and NEPA report were submitted with the application. The applicant has also provided a letter from SWFWMD exempting the project from an Environmental Resource Permit (ERP). This application can be found to be in **conformance** with all applicable 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.

- a. Automotive safety and convenience.

*Consistency analysis: The proposed Special Exception is a request to allow a 195' communications tower on private property zoned A-10. The proposed use is an unmanned communications tower. An existing cement access drive from NE Cubitis Avenue is in place. The applicant proposes a 20' wide ingress/egress and utility easement from the existing driveway on NE Cubitis Avenue to the proposed 50' x 60' fenced compound. Within the proposed ingress/egress easement, a 20' wide shell access drive with a 20' x 120' turnaround area to support fire apparatus is proposed. A 12' wide double swing access gate is proposed at the entrance to the fenced compound. The Public Safety Department and County Engineer will review the details of these items with the Improvement Plan to ensure compliance with the county standards. The use does not have regular visitors via automobile, just occasional maintenance vehicles. Based upon the above, it is concluded that the application can be found to be in **conformance** with the applicable standards.*

- b. Pedestrian safety and convenience.

*Consistency analysis: No pedestrian facilities are proposed nor required. Based upon the above, it is concluded that the application can be found to be in **conformance** the applicable standards.*

- c. Traffic flow and control.

*Consistency analysis: As previously mentioned, there is very little traffic that will be generated by this unmanned utility use and traffic flow and control will not be an issue if this project is approved. Based upon the above, it is concluded that the application can be found to be in **conformance**.*

d. Access in case of fire or catastrophe.

*Consistency analysis: As previously mentioned, the concept plan shows a 20' wide shell access drive with a 20' x 120' turnaround area to support fire apparatus is proposed. A 12' wide double swing access gate is proposed at the entrance to the fenced compound. Wireless carriers will also install emergency backup generators and use constant electronic monitoring of their equipment. Any malfunction will sound an alarm at the National Operations Center (NOC) so the fire department can then be notified.*

*Further review of the proposed access will be conducted with the Improvement Plan to ensure compliance with all fire standards.. Based upon the above, it is concluded that the application can be found to be in **conformance**.*

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. Economic impacts.

*Consistency analysis: The application states that the proposed use will provide critical communication services for the surrounding residents as well as to the motorists traveling along US 17. The communications tower will be designed to withstand hurricane force winds in order to provide critical communication services during emergencies and natural disasters. The applicant has indicated that the surrounding area lacks adequate wireless coverage for reliable calls, high-speed data, and E911 emergency services as the closest communications towers are 2.9 miles to the north and 3.4 miles to the south. Based on the above, it is concluded the application can be found to be in **conformance** with this factor.*

b. Noise impacts.

*Consistency analysis: The Special Exception application states that the proposed telecommunications tower will not emit any noise or contribute to noise pollution in the area. Based on the above, it is concluded the application can be found to be in **conformance** with this factor.*

c. Vibration impacts.

*Consistency analysis: The Special Exception application states that the proposed telecommunications tower will not produce any vibration effects on the adjoining properties or properties in the district. Based on the above, it is concluded the application can be found to be in **conformance** with this factor.*

d. Dust impacts.

*Consistency analysis: The Special Exception application states that the proposed telecommunications tower will not produce any dust effects on the adjoining properties or properties in the district. Based on the above, it is concluded the application can be found to be in **conformance** with this factor.*

e. Glare impacts.

*Consistency analysis: The narrative states that the proposed telecommunications tower will be constructed of a no-glare matte galvanized steel and will not have a glare effect on adjoining properties or properties in the district. Based on the above, it is concluded the application can be found to be in **conformance** with this factor.*

f. Odor impacts.

*Consistency analysis: The Special Exception application states that the proposed telecommunications tower will not emit any odors that will affect the adjoining properties or properties in the district. 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.

*Consistency analysis: Utilities were addressed elsewhere in this report.*

5. Screening and buffering with reference to type, dimensions and character.

*Consistency analysis: 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.

*Consistency analysis: Signs and lighting were addressed elsewhere in this report.*

7. Required yards and other open space.

*Consistency analysis: Required yards and other open space were addressed elsewhere in this report.*

8. General compatibility with adjacent properties and other properties in the district.

*Consistency analysis: Table 1, below shows the subject property is located within an Agricultural - 10 (A-10) zoning district and the zoning of adjacent properties. The proposed communications tower can be found to be generally compatible with the adjacent properties and other property in the district.*

**TABLE 1  
LAND USE AND ZONING**

<b>DIRECTION</b>	<b>EXISTING USE</b>	<b>LAND USE</b>	<b>ZONING</b>
SITE	VACANT	RURAL/AGRICULTURAL	A-10
NORTH (OWNED BY CRAIG'S RV PARK)	VACANT	RURAL/AGRICULTURAL	MHP
SOUTH	CHURCH	RURAL/AGRICULTURAL	IL
EAST	VACANT	RURAL/AGRICULTURAL	A-10, IL
WEST (OWNED BY CRAIG'S RV PARK)	NO AG ACREAGE	RURAL/AGRICULTURAL	A-10

*The subject property is located in an area of primarily vacant land to the north, east, and west, with a church located to the south. The property is bordered by NE Cubitis Avenue to the west and Highway 17 to the east. The buffer matrix in Section 20-600 does not expressly require a buffer for telecommunication towers. Since there are no irrigation systems or water supply in the vicinity, the applicant has proposed an 8' decorative white PVC fence around the 3,000 SF compound to shield the equipment cabinets from view. Based on the above, it is concluded the application can be found to be in **conformance** with this factor.*

9. Any special requirements set out in the zoning district regulations for the particular use involved.

*Consistency analysis: The A-10 zoning district has standards regarding telecommunication towers, in addition to the Special Exception criteria. LDR 20-126(1)(c)3 requires a minimum setback from any property boundary line equal to 100 percent of proposed tower height and the concept plan shows that the minimum required setbacks will be met, as the distance from property lines ranges from 203'-600'. Based on the above, it is concluded the application can be found to be 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.

*Consistency analysis: The application included a concept plan that showed the proposed improvements. A more detailed review of the proposed site improvements will take place with the Improvement Plan application. The communications tower will not detrimentally impact the character of the surrounding property and will maintain the stability of residential, commercial, manufacturing, agricultural, educational, cultural, and recreational areas within the County.*

*The proposed telecommunications tower is located approximately 9 miles north of the City of Arcadia Airport. The applicant provided a letter from the FAA, issued October 23, 2024, noting a determination of no hazard to air navigation after conducting an aeronautical study for the proposed 195' telecommunications tower (200' highest appurtenance). Lighting of the tower is to be in accordance with the FAA.*

*DeSoto County Engineering stated that at the Improvement Plan stage, the applicant will have to demonstrate that the configuration of the turnaround must be sufficient for the types of emergency vehicles required by the Fire Department. The applicant shall also demonstrate that the stabilized surface can support the weight of emergency vehicles.*

*All other items mentioned in #10 above were previously addressed in this report. Based on the above, it is concluded the application can be found to be in **conformance** with this factor **with conditions**.*

11. The proposed use shall not act as a detrimental intrusion into the surrounding area.

*Consistency analysis: The proposed communications tower will meet the minimum zoning requirements and is listed as a permitted use by special exception in the A-10 zoning district and is not expected to act as a detrimental intrusion into the surrounding area. Chapter 365.172(13)(b)1 of the Florida Statutes generally limits local government review to aesthetics, landscaping, land use-based location priorities, structural design, and setbacks. Based on the above, it is concluded the application can be found to be in **conformance** with this factor.*

12. The proposed use shall meet the performance standards of the district in which the proposed use is permitted.

*Consistency analysis: The project is in the A-10 zoning district and can be authorized with approval of a special exception. Unoccupied*

*communication transmitting and receiving facilities with a minimum setback from any property boundary line equal to 100 percent of the proposed tower height is required and the subject communication tower complies with this standard. The site plan shows the distance from the monopole tower to property lines range from 203'-600'. Based on the above, it is concluded the application can be found to be in **conformance** with this factor.*

In conclusion, based upon the analysis above, the applicant has demonstrated , with competent and substantial evidence, that granting of the Special Exception use will not adversely affect the public's 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 has provided written notice of the hearings which were mailed to the nearby property owners, per the LDR requirements, 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 Map, Excerpt

- Exhibit D: Concept Plan
- Exhibit E BOA Resolution No. 2023—01
- Exhibit F Lot of Record Map
- Exhibit G Planning Director Waiver to LDR Section 20-126(2)

### **ALTERNATIVE ACTIONS FOR THE PLANNING COMMISSION**

- A. 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 adopt the proposed Resolution.
- 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. Repeal by the Board of Adjustments (BOA) of Resolution 2023-01 is required prior to issuance of a Notice to Proceed.
2. The Special Exception approval is limited to one monopole communications tower and accessory equipment related to the proposed communications tower, which shall be approved with the Improvement Plan. No other improvements are authorized with this approval.
3. A minimum 20-foot-wide shell driveway from NE Cubitis Avenue to the lease parcel with a *20' x 120' turnaround area to support fire apparatus* shall be shown on the Improvement Plan and approved by the Public Safety Department and County Engineer. If gated, access shall meet all public safety requirements, as determined by the Public Safety Department prior to Improvement Plan approval.
4. Recorded copies of the 20' wide access & utility easement and the 5' wide utility easement shall be submitted with the Improvement Plan and graphically depicted on Improvement Plan.
5. A photometric plan showing all site lighting shall be approved by the Planning Department with the Improvement Plan.
6. If solid waste service is required for the use, it will be the applicant's responsibility to engage in a solid waste contract with the county's provider and have waste receptacles approved by the county engineer with the Improvement Plan.

7. An Improvement Plan and Notice to Proceed shall be authorized by the Development Department prior to any development on site.

A. Planning Commission: June 2, 2026, recommendation of approval

B. Board action. Scheduled for June 23, 2026



- Address Point Labels
- Street Labels
- Major Road Labels
- FLUM Labels
- County Boundary
- Address Points
- Major Roads
- Streets
- Parcels
- FLUM 2040
  - Preservation
  - Rural/Agriculture
  - Low Density Residential
  - Medium Density Residential
  - Neighborhood Mixed Use
  - Employment Center
  - Commercial
  - Urban Center Mixed Use
  - Public Land/Institutional
  - Electrical Generating Facility

June 17, 2025



# Zoning Map



- Address Point Labels
- Street Labels
- Major Road Labels
- Zoning Labels
- Zoning Designation
  - A-10
  - A-5
  - CE
  - CG
  - CITY
  - CN
  - IH
  - IL
  - ILE
  - MHP
  - MHS
  - P/I
  - PM-1
  - PUD
  - RM
  - RMF-12
  - RMF-6
  - RMF-8
  - RMF-M
  - ROI

June 17, 2025



Prepared By  
**HORNER SHIFRIN**

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

FLORIDA BUILDING CODE: FBC 2023  
 BUILDING/DWELLING CODE: FBC 2023  
 STRUCTURAL CODE: FBC 2023  
 PLUMBING CODE: FBC 2023  
 MECHANICAL CODE: FBC 2023  
 ELECTRIC CODE: FEC 2020  
 FIRE/LIFE SAFETY CODE: FLORIDA FIRE PREVENTION CODE  
 DESIGN WIND SPEED: 142 MPH  
 RISK CATEGORY: II  
 EXPOSURE CATEGORY: C

RISK CATEGORY DESIGN WIND SPEEDS ARE BASED ON ASCE 7-16 CRITERIA FOR A 3-SECOND GUST. REFER TO STRUCTURAL ANALYSIS IN THE EVENT A CONFLICT ARISES BETWEEN STANDARD REQUIREMENTS AND LISTED CODES, THE MORE RESTRICTIVE REQUIREMENT WILL TAKE PRECEDENCE.

**BUILDING CODES AND STANDARDS**

**DESOTO COUNTY SHERIFF'S OFFICE**

208 E CYPRESS ST  
 ARCADIA, FL 34266  
 PHONE: (863) 993-4700  
 ATTN.: CUSTOMER SERVICE

**DESOTO FIRE COUNTY FIRE RESCUE - STATION 1**

25 E CYPRESS ST  
 ARCADIA, FL 34266  
 PHONE: (863) 993-4885  
 ATTN.: CUSTOMER SERVICE



VICINITY MAP



DRIVING DIRECTIONS

# HAHN TOWERS

1199 S FEDERAL HIGHWAY, SUITE 249  
 BOCA RATON, FL 33432

## SPECIAL EXCEPTION BROWNVILLE ARCADIA TOWER

SITE ADDRESS (E-911 TBD)

NE HIGHWAY 17  
 ARCADIA, FL 34266  
 DE SOTO COUNTY  
 LATITUDE: 27° 18' 18.20418" N  
 LONGITUDE: 81° 49' 18.53406" W  
 TAX/PIN #: 33-36-25-0000-0226-0000  
 ZONING: A-10

**MUNICIPALITY:**  
 DESOTO COUNTY

**STATE:**  
 FLORIDA

**TOWER TYPE:**  
 MONOPOLE TOWER

**TOWER HEIGHT:**  
 195' (200' TO HIGHEST APPURTENANCE)

**NUMBER OF CARRIERS:**  
 0 EXISTING, 1 PROPOSED

**USE:**  
 PROPOSED TELECOMMUNICATIONS TOWER  
 AND UNMANNED EQUIPMENT

**FLOOD INFO**  
 SITE IS LOCATED WITHIN FEMA FLOOD MAP  
 AREA 12027C0062C DATED 11/06/2013 WITHIN  
 FLOOD ZONE X.

**PROJECT SUMMARY**

**DEVELOPER**  
 HAHN TOWERS  
 1199 S FEDERAL HWY, SUITE 249  
 BOCA RATON, FL 33432  
 PHONE: (404) 943-9329  
 ATTN: MICHAEL HAHN

**POWER COMPANY**  
 FLORIDA POWER AND LIGHT  
 PHONE: (800) 226-5885  
 ATTN.: CUSTOMER SERVICE

**PROPERTY OWNER**  
 CRAIGS RV PARK INC  
 7895 NE HWY 17  
 ARCADIA, FL 34266

**CONSULTANT**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 11720 AMBER PARK DRIVE, SUITE 600  
 ALPHARETTA, GEORGIA 30009  
 PHONE: (470) 571-1306  
 ATTN.: DREW PITTS

**CONTACTS**

ALL SCALES ON C SHEETS  
 APPLICABLE ONLY WHEN  
 PRINTED ON 11" BY 17" SHEETS



**PROJECT INFORMATION:**

**SITE NAME:**  
 BROWNVILLE ARCADIA TOWER

NE HIGHWAY 17  
 ARCADIA, FL 34266  
 DE SOTO COUNTY

**PLANS PREPARED BY:**

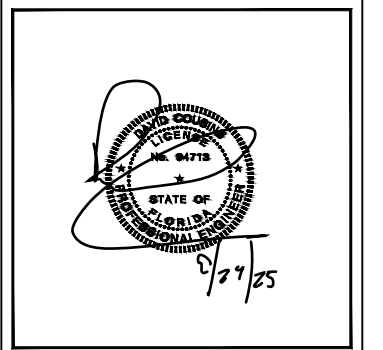


11720 AMBER PARK DRIVE, SUITE 600  
 ALPHARETTA, GA 30009  
 PHONE: 770-619-4280  
 WWW.KIMLEY-HORN.COM

**REV: DATE: ISSUED FOR: BY:**

8			
7			
6			
5			
4			
3	09/26/25	CONSTRUCTION	DRC
2	08/11/25	CONSTRUCTION	ALP
1	07/15/24	CONSTRUCTION	ALP
0	04/29/24	CONSTRUCTION	ALP

**LICENSER:**



**KHA PROJECT NUMBER:**

016691000

**DRAWN BY: CHECKED BY:**

XQD ALP

**SHEET TITLE:**

COVER SHEET

**SHEET NUMBER:**

T1

SHEET NO.	SHEET TITLE
T1	COVER SHEET
--	SITE SURVEY (SHEET 1 OF 1)
N1	GENERAL NOTES
C0	OVERALL AERIAL PLAN
C1	OVERALL PARCEL PLAN
C1.1	OVERALL SITE PLAN
C2	SITE PLAN
C3	FENCE, GATE, AND COMPOUND DETAILS
C4	SITE SIGNAGE DETAILS
C5	ANTENNA AND TOWER ELEVATION DETAILS

**SHEET INDEX**

DESOTO COUNTY DEV. DEP. PLANNING & ZONING DIVISION  
 201 E OAK ST  
 ARCADIA, FL 34266  
 PHONE: (863) 993-4811  
 ATTN.: CUSTOMER SERVICE

**PERMIT INFORMATION**

K:\ATL\_Wireless\Hahn Towers\Brownville Arcadia Tower\CAD\ZD\HahnTowers-ZD.dwg ----- 09/29/25 3:29 PM by: Dale.Lee

**1.00 GENERAL NOTES**

- 1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
- 1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK.
- 1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.
- 1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- 1.05 WAVEGUIDE BRIDGE AND EQUIPMENT CABINETS ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.
- 1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- 1.07 THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF TOWER DESIGN DRAWINGS, IF AVAILABLE, FROM HAHN TOWERS PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.
- 1.08 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
- 1.09 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
- 1.10 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "FLORIDA 811" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 432-4770 (OR 811). ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
- 1.11 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- 1.12 CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY HAHN TOWERS PROJECT MANAGER.
- 1.13 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER HAHN TOWERS PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET C4.



PROJECT INFORMATION:

SITE NAME:  
BROWNVILLE ARCADIA TOWER

NE HIGHWAY 17  
ARCADIA, FL 34266  
DE SOTO COUNTY

PLANS PREPARED BY:

**Kimley»Horn**

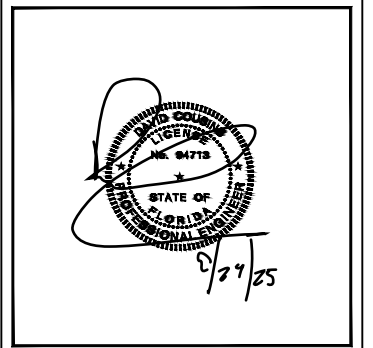
11720 AMBER PARK DRIVE, SUITE 600  
ALPHARETTA, GA 30009  
PHONE: 770-619-4280  
WWW.KIMLEY-HORN.COM



REV: DATE: ISSUED FOR: BY:

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3	09/26/25	CONSTRUCTION	DRC
2	08/11/25	CONSTRUCTION	ALP
1	07/15/24	CONSTRUCTION	ALP
0	04/29/24	CONSTRUCTION	ALP

LICENSER:



KHA PROJECT NUMBER:

016691000

DRAWN BY: XQD CHECKED BY: ALP

SHEET TITLE:

**GENERAL NOTES**

SHEET NUMBER:

N1

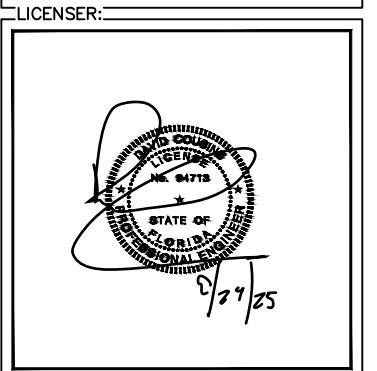
PROJECT INFORMATION:  
 SITE NAME:  
**BROWNVILLE ARCADIA TOWER**  
 NE HIGHWAY 17  
 ARCADIA, FL 34266  
 DE SOTO COUNTY

PLANS PREPARED BY:  
**Kimley»Horn**  
 11720 AMBER PARK DRIVE, SUITE 600  
 ALPHARETTA, GA 30009  
 PHONE: 770-619-4280  
 WWW.KIMLEY-HORN.COM



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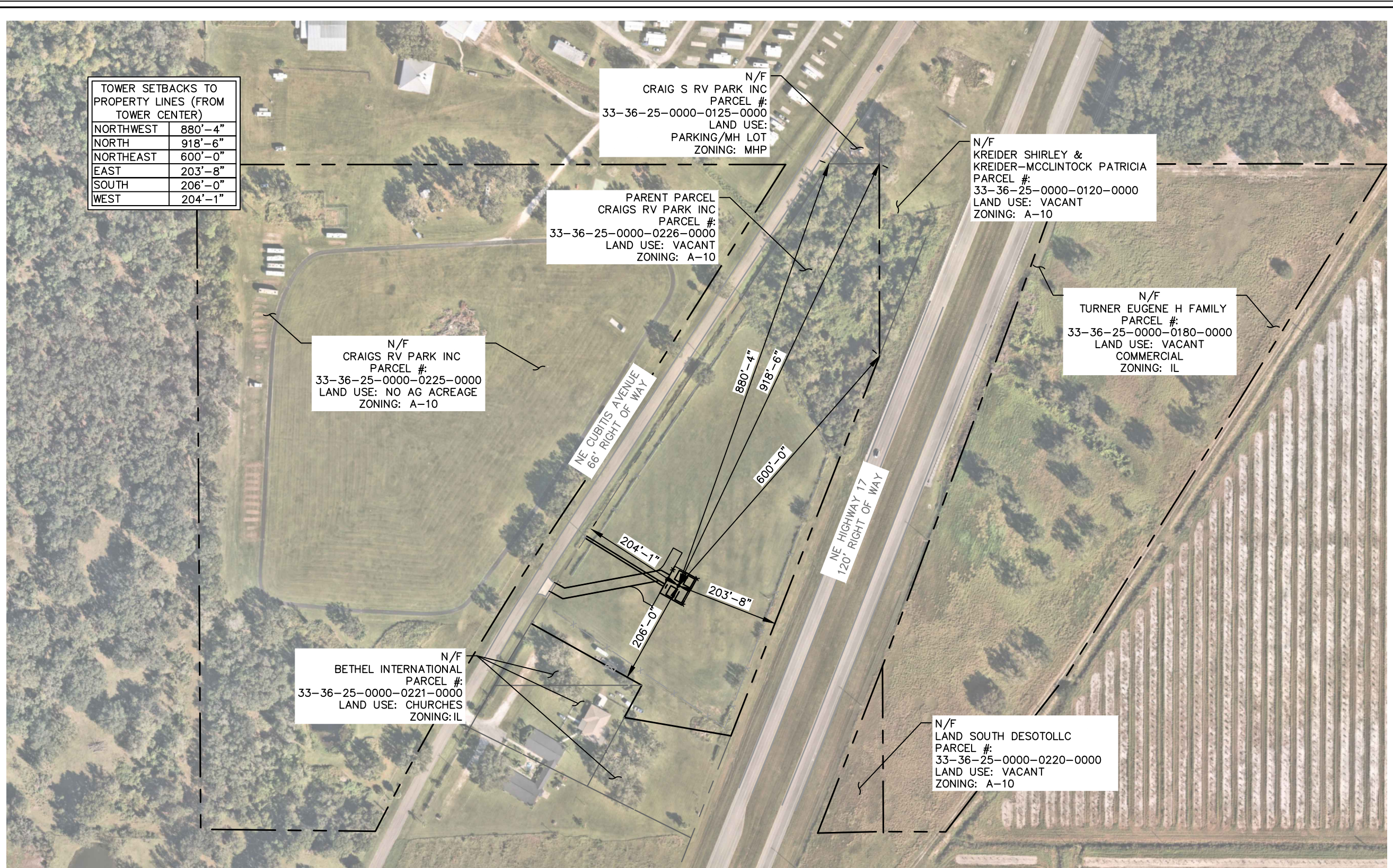


KHA PROJECT NUMBER:  
 016691000

DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_  
 XQD ALP

SHEET TITLE:  
**OVERALL AERIAL PLAN**

SHEET NUMBER:  
 C0



TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)

NORTHWEST	880'-4"
NORTH	918'-6"
NORTHEAST	600'-0"
EAST	203'-8"
SOUTH	206'-0"
WEST	204'-1"

N/F  
 CRAIG S RV PARK INC  
 PARCEL #:  
 33-36-25-0000-0125-0000  
 LAND USE:  
 PARKING/MH LOT  
 ZONING: MHP

PARENT PARCEL  
 CRAIGS RV PARK INC  
 PARCEL #:  
 33-36-25-0000-0226-0000  
 LAND USE: VACANT  
 ZONING: A-10

N/F  
 KREIDER SHIRLEY &  
 KREIDER-MCCLINTOCK PATRICIA  
 PARCEL #:  
 33-36-25-0000-0120-0000  
 LAND USE: VACANT  
 ZONING: A-10

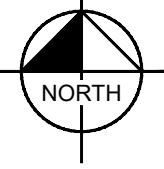
N/F  
 TURNER EUGENE H FAMILY  
 PARCEL #:  
 33-36-25-0000-0180-0000  
 LAND USE: VACANT  
 COMMERCIAL  
 ZONING: IL

N/F  
 CRAIGS RV PARK INC  
 PARCEL #:  
 33-36-25-0000-0225-0000  
 LAND USE: NO AG ACREAGE  
 ZONING: A-10

N/F  
 BETHEL INTERNATIONAL  
 PARCEL #:  
 33-36-25-0000-0221-0000  
 LAND USE: CHURCHES  
 ZONING: IL

N/F  
 LAND SOUTH DESOTOLLC  
 PARCEL #:  
 33-36-25-0000-0220-0000  
 LAND USE: VACANT  
 ZONING: A-10

**1**  
**C0** **OVERALL AERIAL PLAN**  
 SCALE: 1" = 200'



**SURVEY NOTE:**  
 1. HAHN TOWERS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.  
 2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTEC SURVEYING DATED 03/28/2024 AND SITE VISIT ON 12/27/2023.

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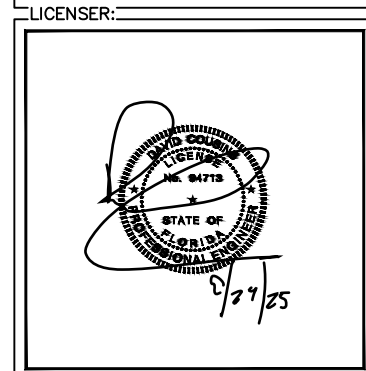
PROJECT INFORMATION:  
 SITE NAME:  
**BROWNVILLE ARCADIA TOWER**  
 NE HIGHWAY 17  
 ARCADIA, FL 34266  
 DE SOTO COUNTY

PLANS PREPARED BY:  
**Kimley»Horn**  
 11720 AMBER PARK DRIVE, SUITE 600  
 ALPHARETTA, GA 30009  
 PHONE: 770-619-4280  
 WWW.KIMLEY-HORN.COM



REV: DATE: ISSUED FOR: BY:

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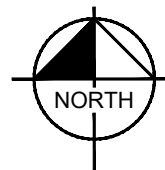
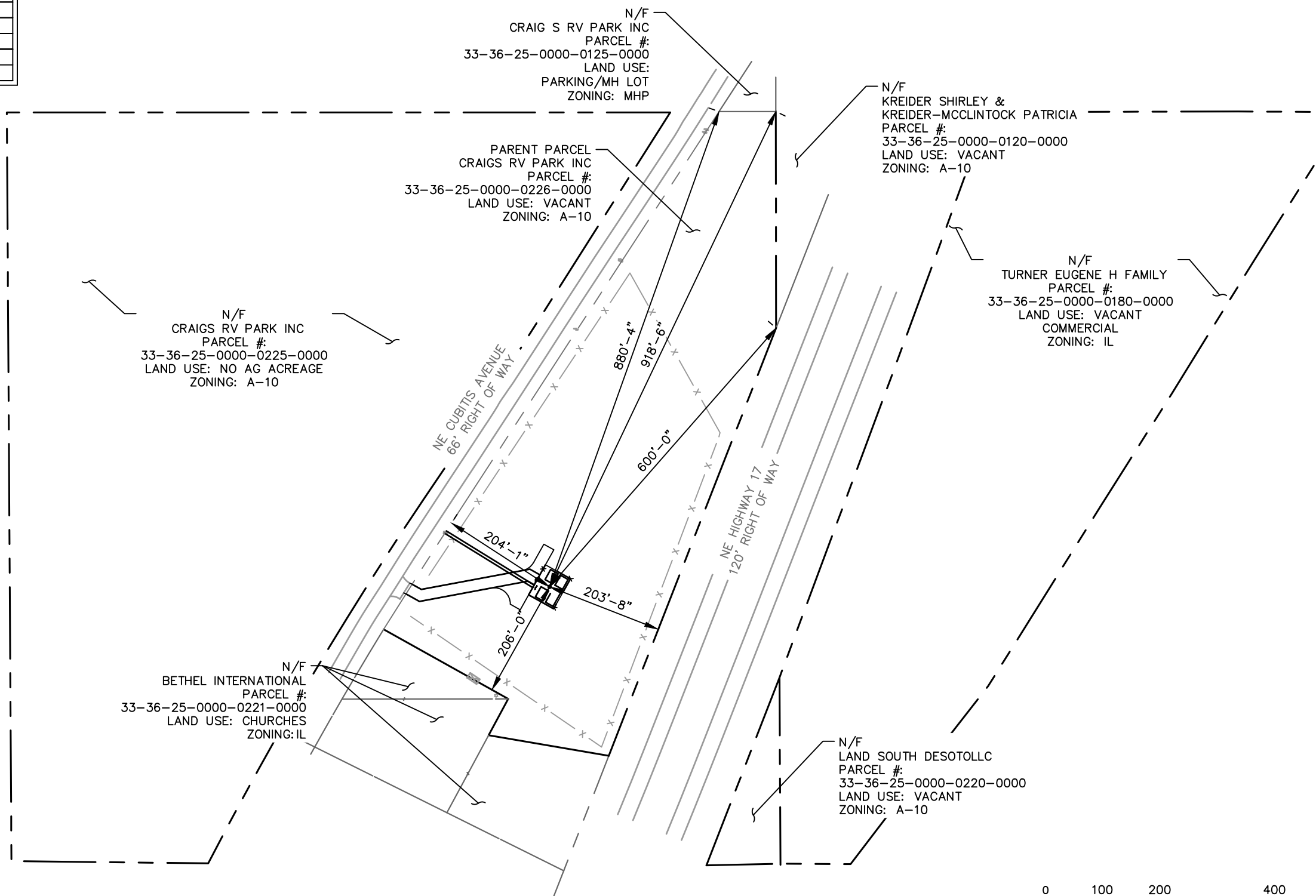
KHA PROJECT NUMBER:  
 016691000  
 DRAWN BY: XQD CHECKED BY: ALP

SHEET TITLE:  
**OVERALL  
 PARCEL  
 PLAN**

SHEET NUMBER:  
**C1**

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)

NORTHWEST	880'-4"
NORTH	918'-6"
NORTHEAST	600'-0"
EAST	203'-8"
SOUTH	206'-0"
WEST	204'-1"



**SURVEY NOTE:**

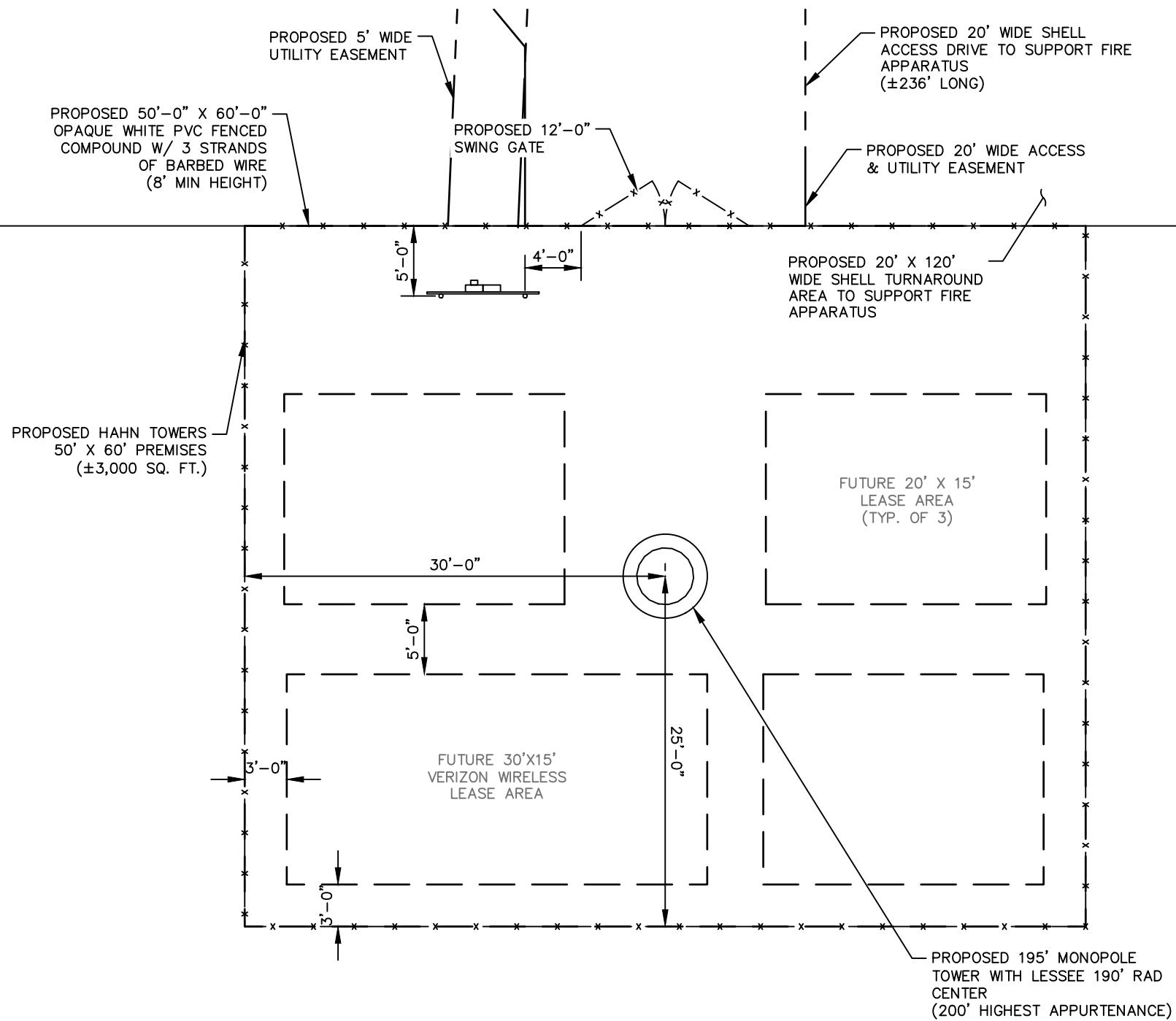
- HAHN TOWERS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
- PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTEC SURVEYING DATED 03/28/2024 AND SITE VISIT ON 12/27/2023.

**1 OVERALL PARCEL PLAN**  
**C1 SCALE: 1" = 200'**

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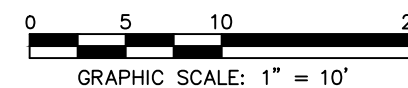
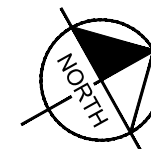
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**SITE NOTES:**

- HAHN TOWERS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
- PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTEC SURVEYING DATED 03/28/2024 AND SITE VISIT ON 12/27/2023.
- TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION. CONTRACTOR TO OBTAIN COPY OF TOWER ERECTION DRAWINGS FROM HAHN TOWERS CONSTRUCTION MANAGER PRIOR TO DRILLING TOWER FOUNDATIONS. CASSIONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE, SEE DESIGN DRAWING BY OTHERS. DO NOT SCALE.
- SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 12027C0062C DATED 11/06/2013 WITHIN FLOOD ZONE X.

1 SITE PLAN  
C2 SCALE: 1" = 10'



**HAHN TOWERS**  
1199 S FEDERAL HIGHWAY, SUITE 249  
BOCA RATON, FL 33432

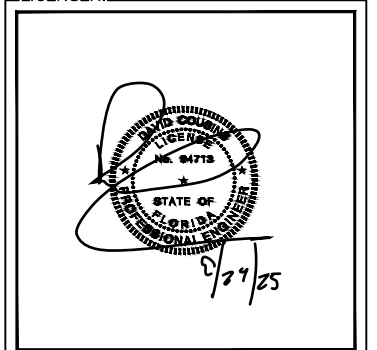
PROJECT INFORMATION:  
SITE NAME:  
BROWNVILLE ARCADIA TOWER  
NE HIGHWAY 17  
ARCADIA, FL 34266  
DE SOTO COUNTY

PLANS PREPARED BY:  
**Kimley»Horn**  
11720 AMBER PARK DRIVE, SUITE 600  
ALPHARETTA, GA 30009  
PHONE: 770-619-4280  
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

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3	09/26/25	CONSTRUCTION	DRC
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1	07/15/24	CONSTRUCTION	ALP
0	04/29/24	CONSTRUCTION	ALP

LICENSER:



KHA PROJECT NUMBER:  
016691000

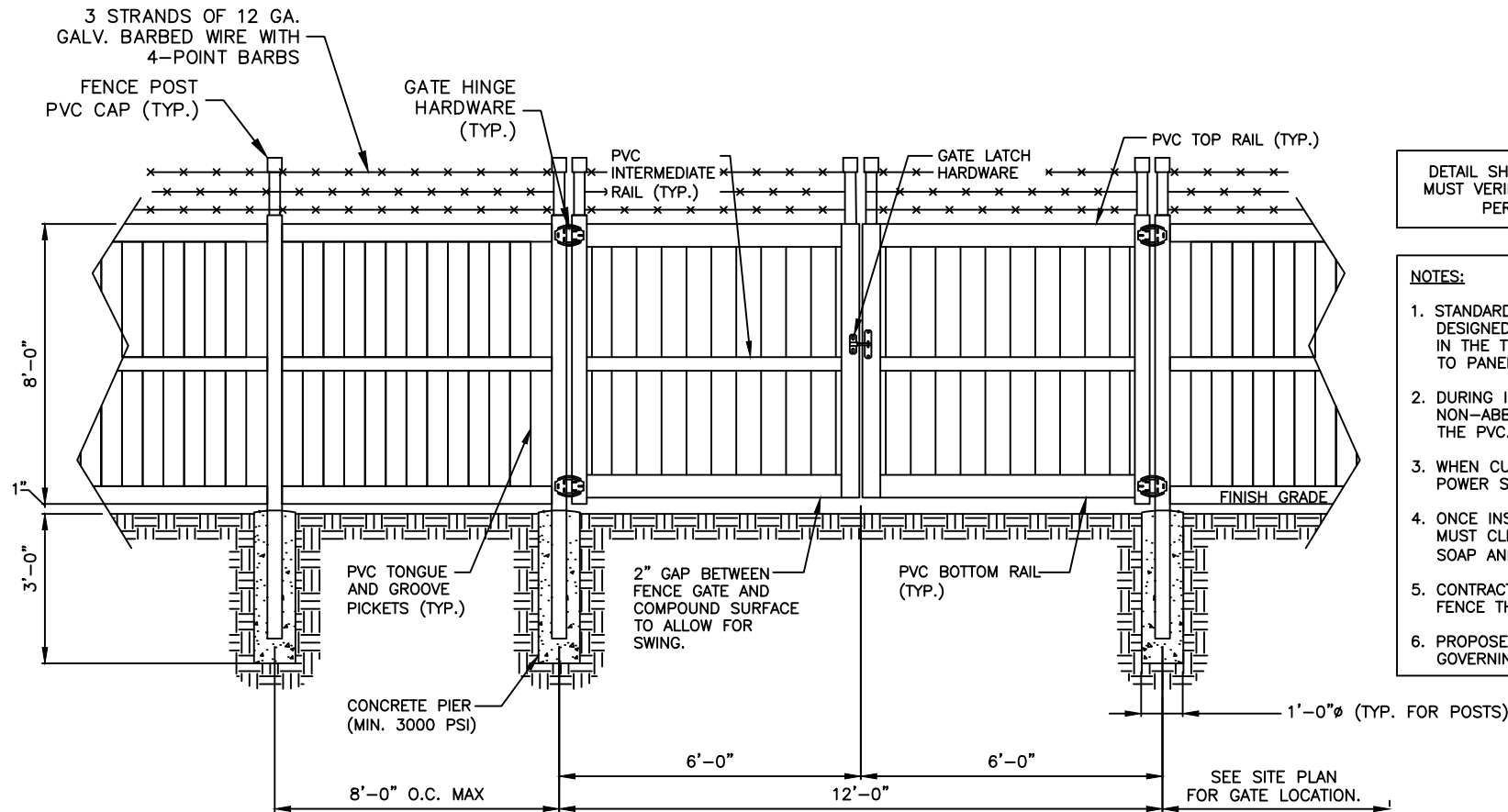
DRAWN BY: XQD CHECKED BY: ALP

SHEET TITLE:

SITE PLAN

SHEET NUMBER:  
C2

K:\ATL\_Wireless\Hahn Towers\Brownville Arcadia Tower\CAD\ZD\HahnTowers-ZD.dwg 09/29/25 3:29 PM by: Dale.Lee



DETAIL SHOW FOR REFERENCE ONLY. CONTRACTOR MUST VERIFY ALL PVC FENCE MATERIAL AND INSTALL PER MANUFACTURER'S SPECIFICATIONS.

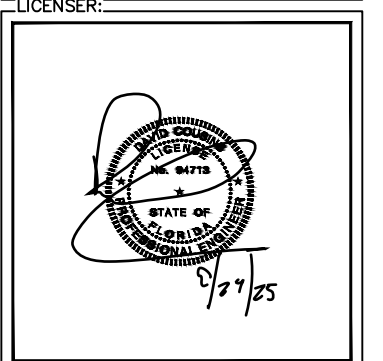
**NOTES:**

- STANDARD FENCE SECTION AND GATES ARE DESIGNED FOR LEVEL TERRAIN. SIGNIFICANT SLOPES IN THE TERRAIN WILL NECESSITATE MODIFICATIONS TO PANEL KITS, GATE KITS, AND POSTS.
- DURING INSTALLATION, WORK ON A SOFT, NON-ABBRASIVE SURFACE TO AVOID SCRATCHING THE PVC.
- WHEN CUTTING THE PVC COMPONENTS WITH A POWER SAW, USE A FINE TOOTHED BLADE.
- ONCE INSTALLATION IS COMPLETE THE CONTRACTOR MUST CLEAN PVC MATERIAL WITH A NON-ABBRASIVE SOAP AND SOFT PAD/TOWELS.
- CONTRACTOR MUST REPLACE ANY SECTION OF FENCE THAT IS SCRATCHED OR DAMAGED.
- PROPOSED FENCE MUST MEET ALL LOCAL AND GOVERNING WIND CODES.

**1** WHITE PVC FENCE DETAIL  
**C3** NOT TO SCALE

REV: DATE: ISSUED FOR: BY:

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0	04/29/24	CONSTRUCTION	ALP



KHA PROJECT NUMBER:  
 016691000

DRAWN BY: XQD CHECKED BY: ALP

SHEET TITLE:  
**FENCE, GATE, AND  
 COMPOUND  
 DETAILS**

SHEET NUMBER:  
**C3**

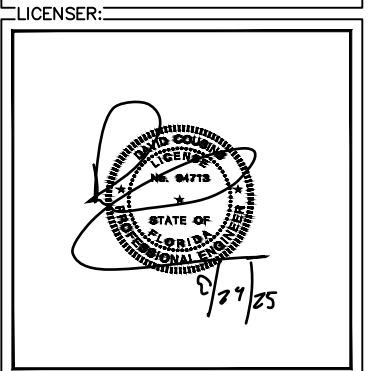
PROJECT INFORMATION:  
 SITE NAME:  
**BROWNVILLE ARCADIA TOWER**  
 NE HIGHWAY 17  
 ARCADIA, FL 34266  
 DE SOTO COUNTY

PLANS PREPARED BY:  
**Kimley»Horn**  
 11720 AMBER PARK DRIVE, SUITE 600  
 ALPHARETTA, GA 30009  
 PHONE: 770-619-4280  
 WWW.KIMLEY-HORN.COM



REV: \_\_\_\_\_ DATE: \_\_\_\_\_ ISSUED FOR: \_\_\_\_\_ BY: \_\_\_\_\_

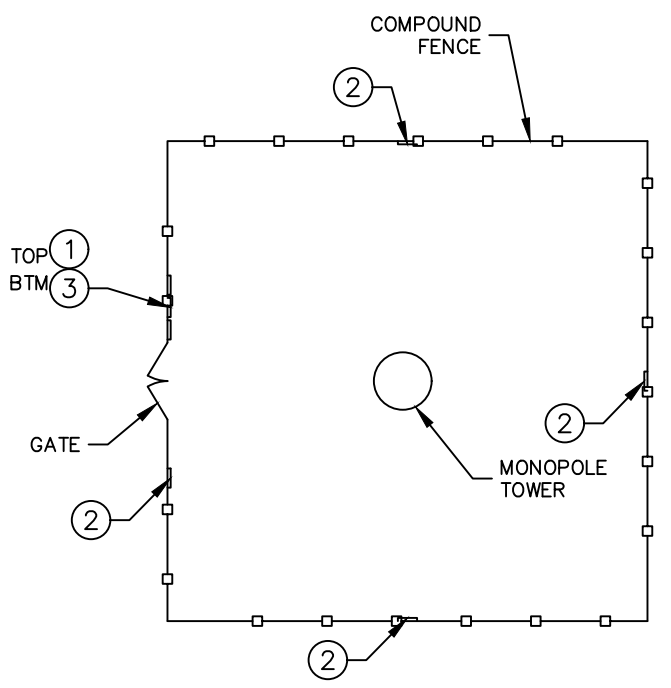
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KHA PROJECT NUMBER:  
 016691000  
 DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_  
 XQD ALP

SHEET TITLE:  
**SITE SIGNAGE DETAILS**

SHEET NUMBER:  
**C4**



NOTE: SEE TYPICAL SIGNS AND SPECIFICATIONS  
 DETAIL ON THIS SHEET FOR SIGN DESIGNATIONS.

**1** SIGN PLACEMENT PLAN VIEW  
**C4** NOT TO SCALE



**1** ELECTRICAL HAZARDS SIGN  
 10" X 14" PLASTIC SIGN WITH 1/4"  
 DRILLED HOLES IN EACH CORNER  
 THICKNESS: 0.005"  
 HUNG ON COMPOUND GATE

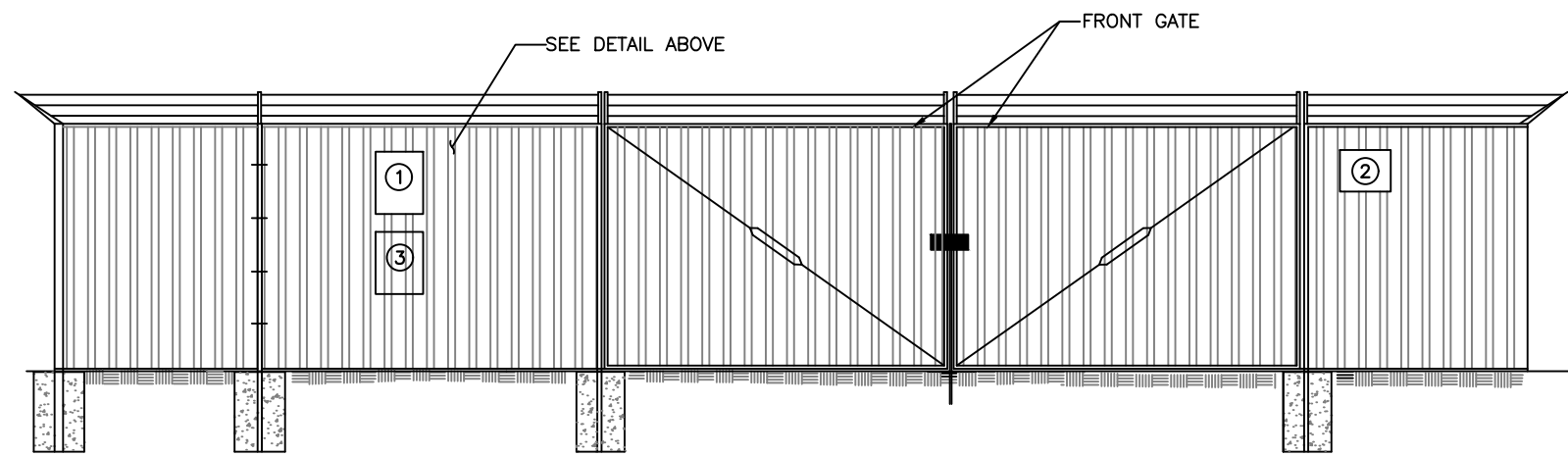


**2** SECURITY CAMERA SIGN  
 12" X 18" ALUMINUM SIGN WITH 1/4"  
 DRILLED HOLES ON EACH CORNER  
 THICKNESS: 0.05"  
 HUNG ON COMPOUND GATE



**3** WARNING-RD SIGN (RED)  
 18" HIGH X 24" ALUMINUM SIGN WITH 1/4"  
 DRILLED HOLES IN EACH CORNER  
 THICKNESS: 0.05"  
 HUNG ON ACCESS ROAD GATE IF  
 APPLICABLE

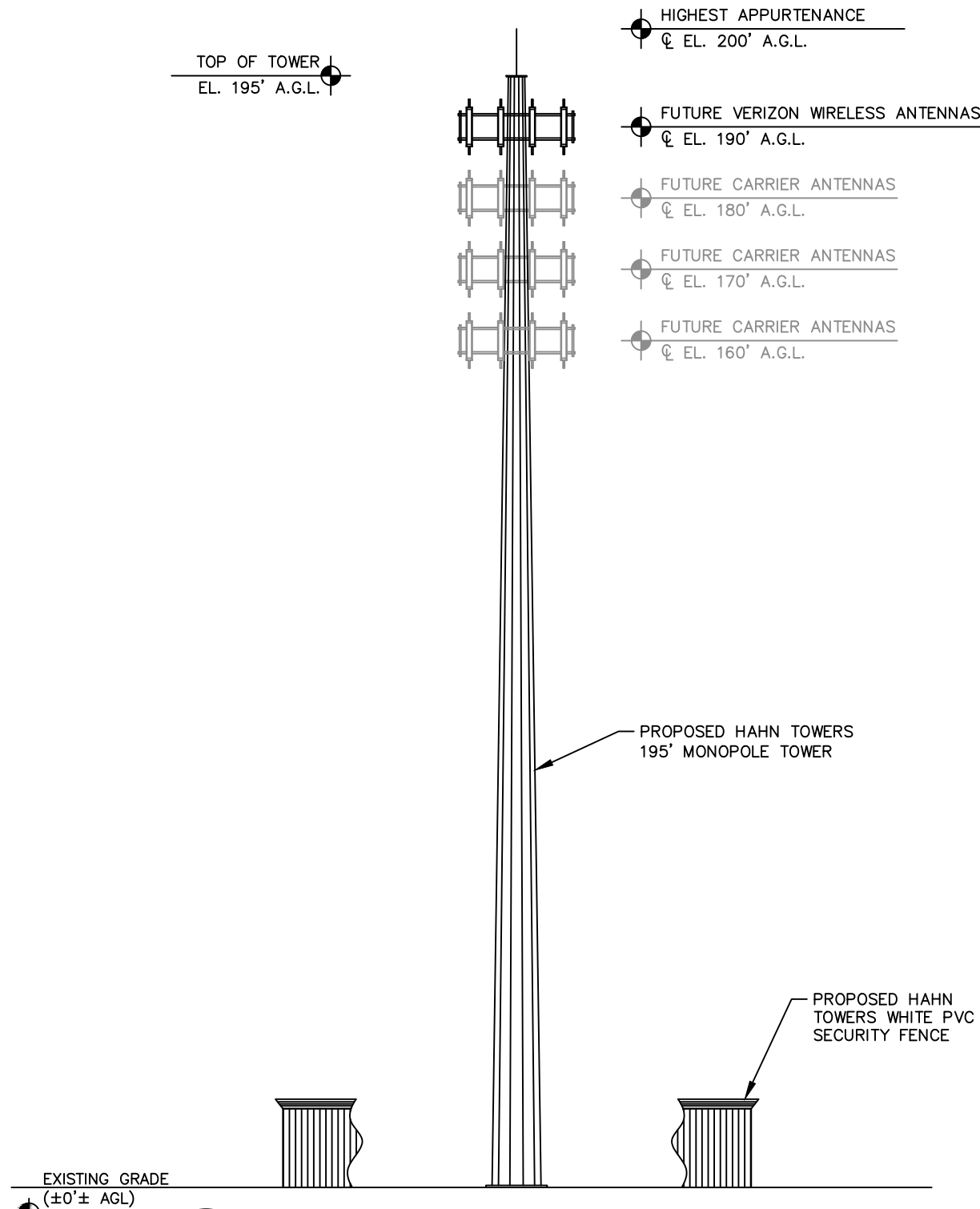
**2** TYPICAL SIGNS AND SPECIFICATIONS  
**C4** NOT TO SCALE



**3** SIGN PLACEMENT FRONT GATE VIEW  
**C4** NOT TO SCALE

**SIGNAGE NOTES:**  
 1. SIGNS SHALL BE FABRICATED FROM CORROSION  
 RESISTANT PRESSED METAL, AND PAINTED WITH LONG  
 LASTING UV RESISTANT COATINGS.  
 2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE  
 MOUNTED TO THE TOWER, GATE, AND FENCE USING A  
 MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS  
 UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS  
 WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR  
 METAL AS THE STRUCTURE TO AVOID GALVANIC  
 CORROSION.

K:\ATL\_Wireless\Hahn Towers\Brownville Arcadia Tower\CAD\ZD\HahnTowers-ZD.dwg 09/29/25 3:29 PM by: Dale.Lee



**1** MONOPOLE TOWER ELEVATION  
**C5** NOT TO SCALE

- NOTES:
1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON TOWER DESIGN DRAWINGS BY OTHERS (SEE GENERAL NOTE 1.07, SHEET N1).
  2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
  3. PROPOSED TOWER WILL BE GALVANIZED STEEL-GRAY IN COLOR.
  4. PROPOSED TOWER WILL NOT BE ILLUMINATED

**HAHN TOWERS**  
 1199 S FEDERAL HIGHWAY, SUITE 249  
 BOCA RATON, FL 33432

PROJECT INFORMATION:  
 SITE NAME:  
**BROWNVILLE ARCADIA TOWER**  
 NE HIGHWAY 17  
 ARCADIA, FL 34266  
 DE SOTO COUNTY

PLANS PREPARED BY:  
**Kimley»Horn**  
 11720 AMBER PARK DRIVE, SUITE 600  
 ALPHARETTA, GA 30009  
 PHONE: 770-619-4280  
 WWW.KIMLEY-HORN.COM



REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3	09/26/25	CONSTRUCTION	DRC
2	08/11/25	CONSTRUCTION	ALP
1	07/15/24	CONSTRUCTION	ALP
0	04/29/24	CONSTRUCTION	ALP

LICENSER:  
 FOR ILLUSTRATIVE PURPOSES ONLY-  
 NO SIGNATURE REQUIRED

KHA PROJECT NUMBER:  
 016691000  
 DRAWN BY: XQD CHECKED BY: ALP

SHEET TITLE:  
**ANTENNA AND TOWER ELEVATION DETAILS**

SHEET NUMBER:  
 C5

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2023 - 01

**A RESOLUTION OF THE BOARD OF ADJUSTMENT OF DESOTO COUNTY, FLORIDA, GRANTING TO CRAIG'S RV PARK, INC. A VARIANCE (VAR 0002-2023) APPROVAL WITH CONDITIONS TO ALLOW WITHIN THE AGRICULTURE - 10 (A-10) ZONING DISTRICT A SINGLE-FAMILY RESIDENCE WITH A BARN FOR LIVESTOCK ON A 8.28 ACRE PARCEL, LOCATED AT NE CUBITIS AVE, THE PROPERTY IDENTIFICATION NUMBER BEING 33-36-25-0000-0226-0000; INCORPORATING THE WHEREAS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the DeSoto County Property Appraiser records show that the subject property is located on NE Cubitis Ave and is owned by Craig's RV Park, Inc. (Exhibit A: Location Map); and

**WHEREAS**, the 2040 Future Land Use Map shows the 8.28-acre property is located within the Rural/Agricultural Land Use designation and the Official Zoning District Atlas shows the property is situated within the Agricultural - 10 (A-10) zoning district; and

**WHEREAS**, Land Development Regulations (LDR) Section 20-1459 provides for staff review and Section 20-1460 provides for initial determination and required findings by the Board of Adjustment. provided the criteria for variances in LDR Article XI, Division 6, of this chapter are met; and

**WHEREAS**, on April 11, 2023, a Variance application and fee was submitted to the Development Department (VAR 0002-2023) for a single-family residence with a barn for livestock on an 8.28-acre property zoned Agricultural - 10 (A-10), requires 10-acre minimum; and

**WHEREAS**, the Development Department has reviewed the Variance application and concludes the application is in conformance with the LDR; and

**WHEREAS**, on November 7, 2023, the Board of Adjustment 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

**WHEREAS**, the Board of Adjustment concluded the Variance application established through findings of fact and competent substantial evidence the application was 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 ADJUSTMENT OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** *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 8.28-acre parcel is located at NE Cubitis Ave, the Property Identification Numbers being 33-36-25-0000-0226-0000.

**Section 3.** *Findings and conclusions.* The Development Review Report, incorporated herein by reference, represents the written findings of fact and conclusions to support granting to Craig's RV Park, Inc., a Variance to allow within the A-10 zoning district, a single-family residence with a barn for livestock on an 8.28-acre property zoned Agricultural - 10 (A-10) requires 10-acre minimum, in accordance with the Land Development Regulations.

**Section 4.** *Effective date.* This Resolution shall take effect immediately upon its adoption. **PASSED AND ADOPTED** this 7<sup>th</sup> day of November, 2023.

**ATTEST:**

**BOARD OF ADJUSTMENTS  
OF DESOTO COUNTY, FLORIDA**

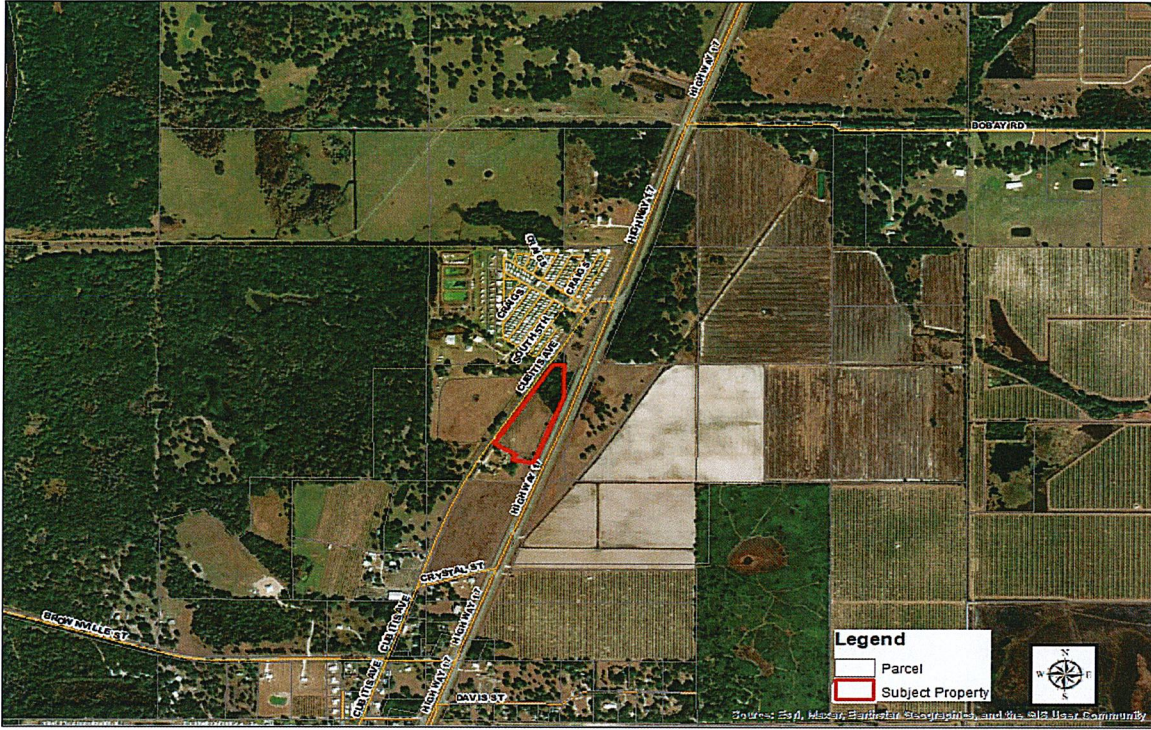
By:   
\_\_\_\_\_  
John Osborne  
Interim Development Director

By:   
\_\_\_\_\_  
Brian Young, Commissioner

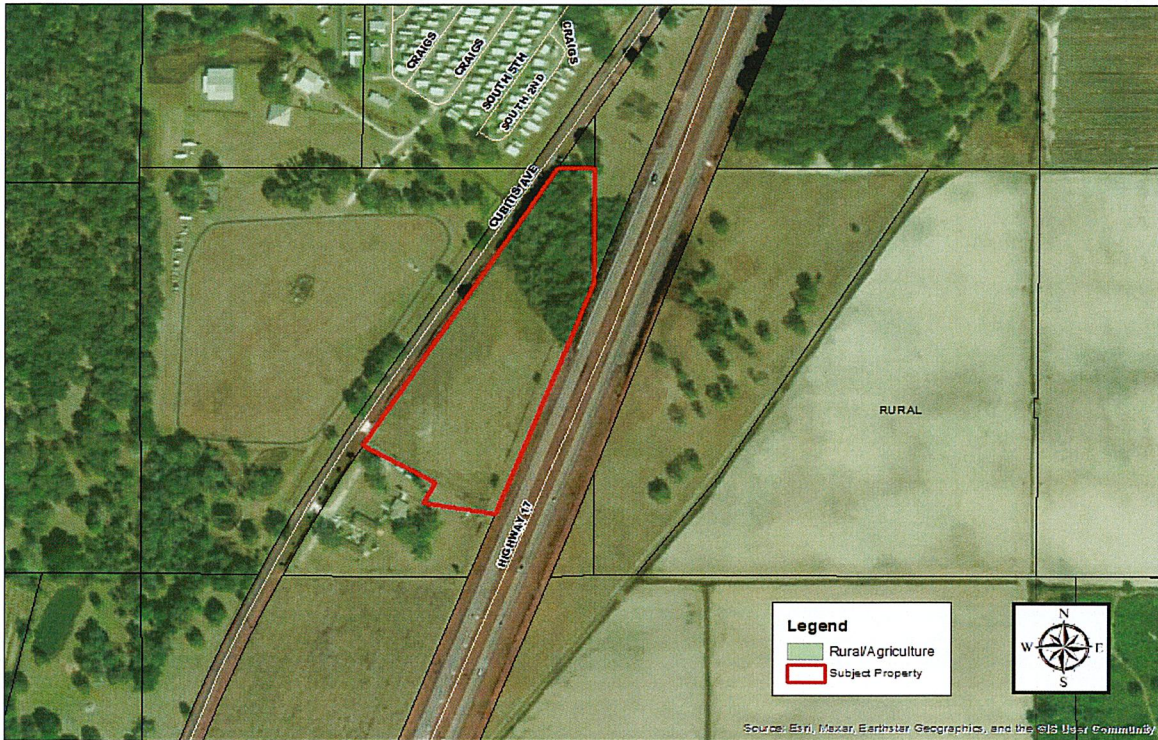
**APPROVED AS TO LEGAL FORM**

By:   
\_\_\_\_\_  
Donald D. Conn  
County Attorney

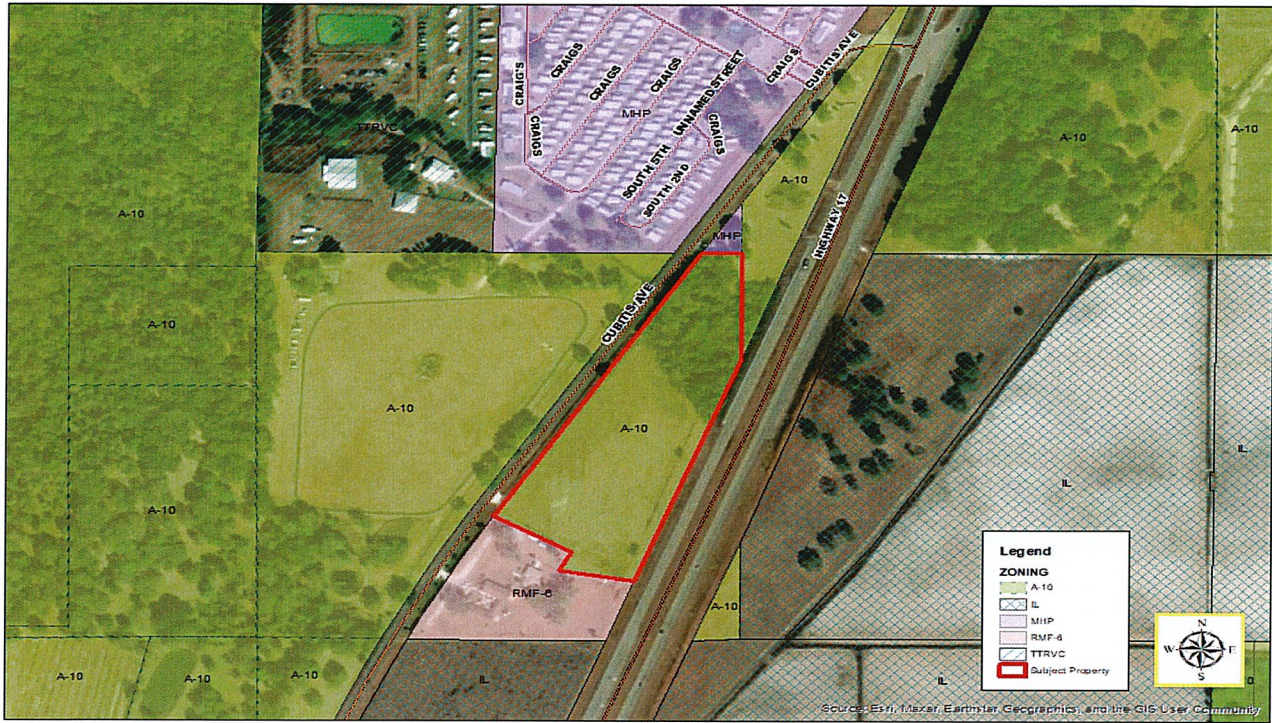
LOCATION MAP  
 VAR-0002-2023 CRAIG'S RV-STEVEN BROWN  
 EXHIBIT A



LAND USE MAP  
 VAR-0002-2023 CRAIG'S RV-STEVEN BROWN  
 EXHIBIT B



**ZONING MAP  
VAR-0002-2023 CRAIGS RV-STEVEN BROWN  
EXHIBIT C**



DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026 - 002

**A RESOLUTION OF THE BOARD OF ADJUSTMENT (BOA) OF DESOTO COUNTY, FLORIDA, REPEALING BOA RESOLUTION NO. 2023-01, WHICH APPROVED A VARIANCE TO ALLOW A SINGLE-FAMILY RESIDENCE WITH A BARN FOR LIVESTOCK ON PROPERTY LOCATED ON NE CUBITIS AVENUE AND IDENTIFIED BY PARCEL IDENTIFICATION NUMBER 33-36-25-0000-0226-0000; FINDING THAT THE PRIOR VARIANCE APPROVAL CANNOT EXIST CONCURRENTLY WITH THE APPROVED SPECIAL EXCEPTION USE FOR A COMMUNICATIONS TOWER; INCORPORATING RECITALS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Craig's RV Park, Inc. is the owner of certain real property located on NE Cubitis Avenue / NE Highway 17, Arcadia, Florida, identified by Parcel Identification Number 33-36-25-0000-0226-0000 (the "Property"); and

**WHEREAS**, on November 7, 2023, the DeSoto County Board of Adjustment adopted Resolution No. 2023-01 granting a variance to allow a single-family residence with a barn for livestock on the approximately 8.28-acre Property located within the Agricultural-10 (A-10) zoning district; and

**WHEREAS**, Resolution No. 2023-01 was approved based upon the specific facts, circumstances, and proposed use presented to the Board of Adjustment at that time; and

**WHEREAS**, no building permits were issued and no construction or development has occurred pursuant to Resolution No. 2023-01; and

**WHEREAS**, the owner and applicant subsequently filed Special Exception Use Application USE-0215-2025 seeking approval of a communications tower and accessory equipment on the Property; and

**WHEREAS**, the proposed communications tower use cannot exist concurrently on the Property with a single-family residence and barn as contemplated in the previously approved variance; and

**WHEREAS**, the Board of Adjustments finds that repeal of Resolution No. 2023-01 is necessary and appropriate to avoid conflicting land use entitlements on the Property and to ensure consistency with the approved Special Exception use; and

**WHEREAS**, the Board of Adjustment further finds that repeal of Resolution No. 2023-01 does not adversely affect any vested rights, as no permits were issued and no development authorized by Resolution No. 2023-01 was commenced, and the owner's subsequent application for, and the Board's approval of, the Special Exception Use Application USE-0215-2025 for a communications tower on the Property constitutes a voluntary abandonment of the previously approved variance use and an election to proceed under the subsequently approved Special

Exception use approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ADJUSTMENTS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are true and correct and are hereby ratified and incorporated herein as findings of the Board.

**Section 2. Repeal of Resolution No. 2023-01.** Resolution No. 2023-01, adopted by the DeSoto County Board of Adjustment on November 7, 2023, approving a variance to allow a single-family residence with a barn for livestock on the Property identified by Parcel Identification Number 33-36-25-0000-0226-0000, is hereby repealed in its entirety and shall be of no further force or effect.

**Section 3. Effect of Repeal.** Upon the effective date of this Resolution, any approvals, authorizations, or entitlements granted pursuant to Resolution No. 2023-01 shall terminate, and the Property shall thereafter be governed by the applicable provisions of the DeSoto County Land Development Regulations, together with any subsequently approved development orders or land use approvals applicable to the Property.


**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of June, 2026.

**ATTEST:**

By:   
Misty Servia, AICP  
Planning Director

**BOARD OF COUNTY COMMISSIONERS  
OF DESOTO COUNTY, FLORIDA**

By:   
Dr. Allen Reesor, Vice Chairman  
Board of Adjustments

**APPROVED AS TO LEGAL FORM**


By:   
Valerie Vicente



Exhibit G  
USE-0215-2024  
Craig's RV Park Special Exception

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In conformance with LDR Section 20-762, Nonconformities resulting from eminent domain, the Planning Director has granted a waiver to Section 20-126(2). recognizing the existing 8.28 acres for the proposed communications tower as appropriately sized and complying with the following criteria:

- a. Determine that the requested waiver will not adversely affect visual, safety, aesthetic or environmental concerns of neighboring properties;
- b. Determine that the requested waiver does not adversely affect the safety of pedestrians or operators and passengers of motor vehicles; and
- c. Preserve required off-street parking requirements to the greatest extent practicable. The reconfiguration, reduction, or removal of landscape or open space requirements may be considered to preserve off-street parking.

  
\_\_\_\_\_  
Misty Servia, AICP  
Planning Director

5-7-2024  
Date

**DESOTO COUNTY, FLORIDA**

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING WITH CONDITIONS A SPECIAL EXCEPTION USE (USE-0215-2025) FOR A COMMUNICATIONS TOWER AND ACCESSORY EQUIPMENT ON A +/-8.28- ACRE PARCEL ZONED AGRICULTURAL – 10 (A-10) AND LOCATED BETWEEN CUBITIS AVENUE AND NE HIGHWAY 17, APPROXIMATELY 800-FEET NORTH OF NE BROWNVILLE STREET, THE PARCEL IDENTIFICATION NUMBER BEING 33-36-25-0000-0226-0000; INCORPORATING THE WHEREAS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on June 17, 2025, a Special Exception Use application was submitted to the Development Department (USE-0215-2025) with the required fee to develop a communications tower on a +/- 8.28-acre property located on NE Highway 17 which is owned by Craig’s RV Park, Inc. (Exhibit A: Location Map)(the “Property”); and

**WHEREAS**, the 2040 Future Land Use Map shows the Property is located in the Rural/Agricultural Future Land Use Category, and the Official Zoning District Atlas shows the Property is located in the Agricultural-10 (A-10) zoning district; and

**WHEREAS**, Land Development Regulations (LDR) Section 20-126(1)(c)(3) provides for “Communication transmitting and receiving facilities, non-occupied” as a special exception use in A-10 provided the criteria for special exception uses in LDR Article XI, Division 5, of the chapter are met; and

**WHEREAS**, Section 365.172(13)(b) of the Florida Statutes generally limits the local government review of wireless communications towers to land development or zoning issues, such as aesthetics, landscaping, land use-based location priorities, structural design, and setbacks; and

**WHEREAS**, the Development Department has reviewed the Special Exception application and concludes the application can be found to be in conformance with the LDR, provided conditions are imposed; and

**WHEREAS**, on June 2, 2026, 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**, the Planning Commission found that the granting of the Special Exception Use would not adversely affect the public interest, 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 set forth in Sec.

20-1433 of the LDR, where applicable; and

**WHEREAS**, on June 23, 2026, 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 concludes that the Special Exception use application, established through competent substantial evidence, is in harmony with the LDRs general intent and purpose, is not injurious to the neighborhood or to adjoining properties or 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:**

**Section 1.** *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 +/- 8.28-acre parcel is located on NE Highway 17, the Property Identification Number being 33-36-25-0000-0226-0000.

**Section 3.** *Findings and conclusions.* The Development Review Report, incorporated herein by reference, represents the written findings of fact and conclusions to support granting a Special Exception use development order to allow within the Agricultural- 10 (A-10) zoning district, a communications tower on a +/- 8.28-acre property located on NE Highway 17 as shown on the concept plan (Exhibit B: Concept Plan), in accordance with the Land Development Regulations subject to the following conditions:

1. Repeal by the Board of Adjustments (BOA) of Resolution 2023-01 is required prior to issuance of a Notice to Proceed.
2. The Special Exception approval is limited to one monopole communications tower and accessory equipment related to the proposed communications tower, which shall be approved with the Improvement Plan. No other improvements are authorized with this approval.
3. A minimum 20-foot-wide shell driveway from NE Cubitis Avenue to the lease parcel with a *20' x 120' turnaround area to support fire apparatus* shall be shown on the Improvement Plan and approved by the Public Safety Department and County Engineer. If gated, access shall meet all public safety requirements, as determined by the Public Safety Department prior to Improvement Plan approval.
4. Recorded copies of the 20' wide access & utility easement and the 5' wide utility easement shall be submitted with the Improvement Plan and graphically depicted on Improvement Plan.
5. A photometric plan showing all site lighting shall be approved by the Planning Department with the Improvement Plan.
6. If solid waste service is required for the use, it will be the applicant's responsibility to engage in a solid waste contract with the county's provider and have waste receptacles approved by the county engineer with the Improvement Plan.

7. An Improvement Plan and Notice to Proceed shall be authorized by the Development Department prior to any development on site.

**Section 4. Effective date.** This Resolution shall take effect immediately upon its adoption.  
**PASSED AND ADOPTED** this 23rd day of June 2026.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
OF DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mandy Hines  
County Administrator

By: \_\_\_\_\_  
Steve Hickox, Chairman  
Board of County Commissioners

**APPROVED AS TO LEGAL FORM**

By: \_\_\_\_\_  
Valerie Vicente  
County Attorney

Exhibit A  
Location

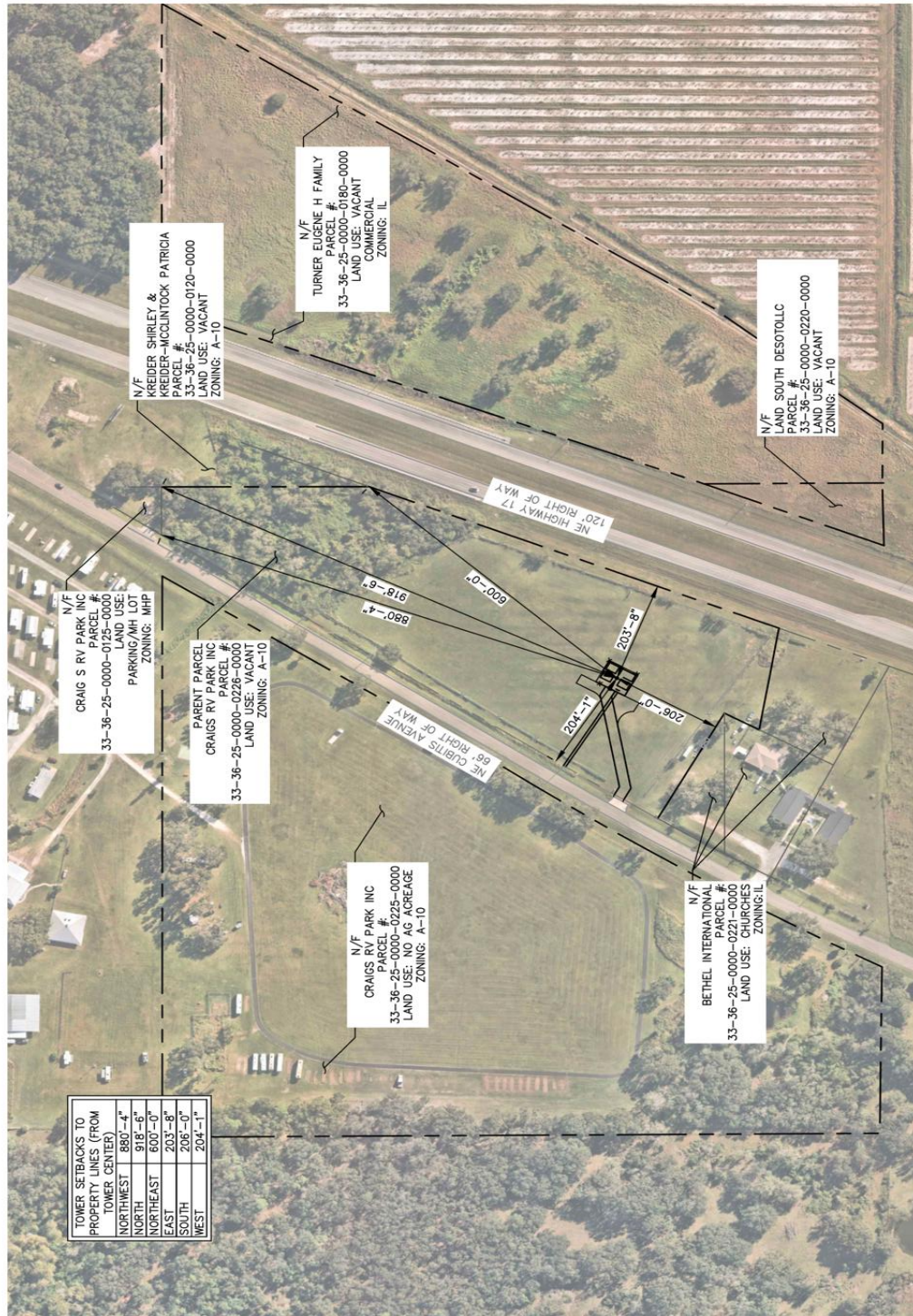


Exhibit B  
Site Plan

