DeSoto County
Board of County Commissioners
Meeting Agenda

Tuesday, April 28, 2026 **3:00 PM**

CALL TO ORDER

ROLL CALL

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

PUBLIC FORUM FOR NON-AGENDA ITEMS

CONSENT AGENDA-MOTION TO APPROVE

1. **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 F 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

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 2026

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

   Attachments: PID- 142352 DeSoto County Library_Ian_HMGMP Application_Final
   ENABLING RESOLUTION LIBRARY

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

   Attachments: PID-142345 Ian_HMGMP Application_Final
   ENABLING RESOLUTION SAFE ROOM FS 1

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)

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

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

10. **Resolution/Opioid Litigation Settlements**

    Attachments: Resolution Authorizing County Admin Execute Opioid Settlements
    Action_Required_Six_Remnant_Defendants_Opioi

ADMINISTRATOR'S REPORT

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

RECESS UNTIL 6:30 PM PUBLIC HEARING

PUBLIC HEARING

11. **Ordinance / Comprehensive Plan Amendment Adoption / Affordable Housing-Density (COMP-0015-2025)**

    Attachments: 2026-04-16 COMP-0015-2025 Affordable Housing Density SR for BOCC Adoption
    Exhibit D Supportive Data and Analysis Report
    DC Comment Letter 4-13-26
    2026-04-16 COMP-0015-2025 Affordable Housing Density Ord for BOCC

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

    Attachments: 2026-04-16 LDR Affordable Housing SR for BOCC
    2026-04-16 Ord Affordable Housing Ord for BOCC

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

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

QUASI-JUDICIAL PUBLIC HEARING

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

    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

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 Aradia Airport DP Final for BOCC

SUPPLEMENTAL BOARD DOCUMENTS

ADJOURNMENT

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

4/28/2026

Item #: 1.

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

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

TITLE & DESCRIPTION:
Public Official Bond term date revised for County Commissioner of District 1 and District 5.

REQUESTED MOTION:
To approve the revised Public Official Bond term date for the County Commissioner of District 1 and 5.

SUMMARY:
The current bond date for County Commissioner Jerod Gross and Steven Hickox has been revised to align with their election term. To ensure continuous compliance and coverage, a revised bond has been issued to cover the remaining portion of their current terms from 2026 through 2028.

BACKGROUND:
Both officials were elected in 2022 to complete the unexpired terms of their predecessors, which were approximately two years in length. As such, the original bond coverage would have been expected to expire in 2024, aligning with the end of those shortened terms. However, both commissioners were subsequently elected to full four-year terms extending through 2028.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

DeSoto County

Board of County Commissioners
Human Resources/Risk Management
201 East Oak Street
Arcadia, Florida 34266
(863) 993-4808 / (863) 993-4708 fax
www.desotobocc.com
Equal Opportunity Employer / Drug-Free Workplace

Current County Officials Bond Coverage as of April 28, 2026

Position	Amount	Expires on
County Administrator	$2,000	April 29, 2027
Commissioner Dist 1	$2,000	November 20, 2028
Commissioner Dist 2	$2,000	November 20, 2026
Commissioner Dist 3	$2,000	November 15, 2028
Commissioner Dist 4	$2,000	November 21, 2026
Commissioner Dist 5	$2,000	November 20, 2028
Clerk of Circuit Court	$5,000	January 2, 2029
County Sheriff	$2,000	January 3, 2029
Property Appraiser	$2,000	January 6, 2029
Tax Collector	$10,000	January 6, 2029
Supervisor of Elections	$5,000	January 6, 2029

State of Florida Secretary of State - Division of Elections
500 South Bronough St, RM 316
Tallahassee, FL 32399

RIDER

Attached to and forming part of Bond # 21BSBIY0587 ,

on behalf of Steven F Hickox

of c/o Board of County Commissioners, DeSoto County, 201 E Oak Street, Suite 201, Arcadia, FL 34266

in favor of State of Florida Secretary of State - Division of Elections

and in the amount of Two Thousand ($2,000.00) Dollars.

It is understood and agreed that effective November 20, 2024

The bond term expiration date shall be changed

from 11/20/26

to 11/20/28

All other conditions and terms remain as originally written.

Signed, Sealed, and Dated February, 26th , 2026

Hartford Fire Insurance Company

By: Jessica Ciccone

Jessica Ciccone , Attorney-in-Fact

Form GENCNG-A (Rev. 07/01/22)

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ACENTRIA INSURANCE
Agency Code: 21-220003

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Jessica Ciccone
of Lake Mary, Florida,
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 21BSBIY0587
Naming Steven F Hickox as Principal,
and State of Florida Secretary of State - Division of Elections as Obligee,
in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney**.**

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } SS. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 26, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

State of Florida Secretary of State - Division of Elections
500 South Bronough St, RM 316
Tallahassee, FL 32399

RIDER

Attached to and forming part of Bond # 21BSBIY0587 ,

on behalf of Steven F Hickox

of c/o Board of County Commissioners, DeSoto County, 201 E Oak Street, Suite 201, Arcadia, FL 34266

in favor of State of Florida Secretary of State - Division of Elections

and in the amount of Two Thousand ($2,000.00) Dollars.

It is understood and agreed that effective November 20, 2022

The expiration date shall be changed

from 11/20/2026

to 11/20/2024

All other conditions and terms remain as originally written.

Signed, Sealed, and Dated February, 12th , 2026

Hartford Fire Insurance Company

By: I. Vargas

Ivan Vargas , Attorney-in-Fact

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ACENTRIA INSURANCE
Agency Code: 21-220003

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Ivan Vargas
of Lake Mary, Florida,
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 21BSBIY0587
Naming Steven F Hickox as Principal,
and State of Florida Secretary of State - Division of Elections as Obligee,
in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney**.**

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **SS.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 12, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Date: February 11, 2026

Agency Code: 21 220003
Agency Information
ACENTRIA INSURANCE
243 NORTH BREVARD AVENUE
ARCADIA, FL 34266

Obligee Information
OBLIGEE:
DeSoto County Board of County Commissioners
201 E Oak St Suite 201
Arcadia, FL 34266

Insured / Principal: Jerod Gross
Policy / Bond #: 21BSBIY7228
Account Name/Number:
Policy Term: November 22, 2024 - November 22, 2028
Type of Policy: Surety - Government, Federal and Public Official
Billing Term: Four Years
Billing Type[1]: Agency Bill
Transaction Type: Renewal
Transaction Effective Date: November 22, 2024
Bond Limit: $2,000

Premium
$340

State Tax / Surcharge if applicable
$ /

This record is a billing advice only.

If you have any questions regarding this transaction, please contact your agent or The Hartford's Billing Department.

[1] **Billing Type:**
- Agency Bill – Premium will be billed through your Agent.
- Direct Bill – You will receive a billing statement directly from The Hartford.
    - Credit Card – Premium noted on this statement has been submitted to your Credit Card for this term only and it will be reflected in your Direct Bill notification you receive from The Hartford.

STATE OF FLORIDA SECRETARY OF STATE - DIVISION OF ELECTIONS
500 SOUTH BRONOUGH STREET
ROOM 316
TALLAHASSEE, FL 32399

RIDER

Attached to and forming part of Bond # 21BSBIY7228 ,

on behalf of Jerod Gross

of Board of County Commissioners, DeSoto Co, 201 E. Oak Street, Suite 201, Arcadia, FL 34266

in favor of STATE OF FLORIDA SECRETARY OF STATE - DIVISION OF ELECTIONS

and in the amount of Two Thousand ($2,000.00) Dollars.

It is understood and agreed that effective November 22, 2022

The expiration date shall be changed

from 11/22/2026

to 11/22/2024

All other conditions and terms remain as originally written.

Signed, Sealed, and Dated February, 11th , 2026

Hartford Fire Insurance Company

By: I Vargas

Ivan Vargas , Attorney-in-Fact

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
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having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Ivan Vargas
of Lake Mary, Florida,
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 21BSBIY7228
Naming Jerod Gross as Principal,
and STATE OF FLORIDA SECRETARY OF STATE - DIVISION OF ELECTIONS as Obligee,
in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

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COUNTY OF SEMINOLE } SS. Lake Mary

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Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

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Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

DeSoto County

4/28/2026

Item #: 2.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Appointment

DEPARTMENT: Economic Development
SUBMITTED BY: **Sondra Guffey**
PRESENTED BY: **Sondra Guffey**

TITLE & DESCRIPTION:
Resolution appointing a new member to the Economic Development Advisory Committee

REQUESTED MOTION:
Motion to approve the resolution appointing a new member to the Economic Development Advisory Committee (EDAC)

SUMMARY:
The EDAC met on March 19, 2026 and voted to recommend the appointment of Justin Fussell as a new member of EDAC.

BACKGROUND:
Jacqueline Wolcott resigned membership in the Economic Development Advisory Committee. This left the seat held for a representative of the financial services sector vacant. Justin Fussell, Crews Bank & Trust Area President DeSoto and Hardee Counties applied to fill the vacancy. The EDAC met, discussed and voted unanimously to approve his appointment.

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.

DESOTO COUNTY, FLORIDA

RESOLUTION 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA APPOINTING AND REAPPOINTING MEMBERS ON THE DESOTO COUNTY ECONOMIC DEVELOPMENT ADVISORY COMMITTEE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (the "Board") adopted Resolution 2013-49, providing for an Economic Development Advisory Committee (EDAC), establishing committee composition, duties and responsibilities, qualifications, and initial appointments, which is codified in Division 4, of Article III, of Chapter 2 of the DeSoto County Code of Ordinances; and

WHEREAS, the seat for a representative for the financial services sector has been vacated; and

WHEREAS, appointments of EDAC members are based upon the recommendation of staff and approval by the Board; and

WHEREAS, staff reviewed the submittals in accordance with the composition requirements and recommends appointment of Mr. Justin Fussell as the financial services sector member; and

WHEREAS, the Board hereby deems it necessary for the continuity of the Committee and voting membership records to adopt a resolution indicating and clarifying current members and their respective term appointments and expirations of same; and

WHEREAS, adoption of this resolution is in the best interest of the residents of DeSoto County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONGS 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 by reference as part of this resolution.

Section 2. The following individuals are hereby appointed and re-appointed by the Board to serve on the Economic Development Advisory Committee for the identified term:

1. Taylor Jones, DeSoto County Chamber of Commerce (Term expires Feb. 2028)

2. Beth Carsten, City of Arcadia Appt. (Term expires Feb. 2027)
3. Asena Mott, Education (Term expires Feb. 2027)
4. Debbie Wertz, County Government (Term expires Feb. 2028)
5. Janet Harvin, Private Sector (Term expires Feb. 2027)
6. Lynn Shelfer, Private Agriculture Sector (Term expires Feb. 2028)
7. Andrew Neuhofer, Private Sector Agriculture (Term expires Feb. 2027)
8. Akos Jankura, Private Sector (Term Expires June 2027)
9. Addison Reesor, Private Sector (Term Expires June 2027)
10. Justin Fussell, Financial Services Sector (Term Expires Feb. 2028)

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

PASSED AND ADOPTED this 28th day of April 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
Mandy Hines
County Administrator

By:_____
Steve Hickox
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente,
County Attorney

DeSoto County

4/28/2026

Item #: 3.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Amendment

DEPARTMENT: Administrative Services
SUBMITTED BY: **Cindy Talamantez**
PRESENTED BY: **Cindy Talamantez**

TITLE & DESCRIPTION:
Contract Reassignment- Surveying and Mapping, LLC

REQUESTED MOTION:
Approve the Amendment recognizing a name change from Hyatt Surveying, Inc. to Surveying and Mapping, LLC

SUMMARY:
Contract Reassignment- Surveying and Mapping, LLC

BACKGROUND:
On December 15th, 2025 Surveying and Mapping, LLC purchased Hyatt Survey Services with whom the County has been in agreement with for Surveying Services Since May of 2025. This Amendment is simply recognizing the change and reassigning the Contract to Surveying and Mapping. All other aspects of the original Hyatt Agreement are unchanged

FUNDS:
Budget Amount: **No monetary value**
Actual Agenda Item Cost: **No monetary value**
Account Number: **No monetary value**
Explanation: **No monetary value**

CONSENT TO ASSIGNMENT OF, AND FIRST AMENDMENT TO AGREEMENT FOR DESOTO COUNTY SURVEYING SERVICES

THIS CONSENT TO ASSIGNMENT OF, AND FIRST AMENDMENT, is made part of the original Agreement between the parties dated May 5, 2025 (the "Agreement"), and is by and among DESOTO COUNTY, a political subdivision of the State of Florida, 201 East Oak Street, Arcadia, Florida 34266, hereinafter referred to as the "COUNTY," HYATT SURVEY SERVICES, INC., 2012 Lena Road, Bradenton, Florida 34211, hereinafter referred to as "HYATT", and Surveying and Mapping, LLC., 4801 Southeast Parkway, Building Two, Suite 100, Austin Texas 78735, FEIN: 74-2704974, hereinafter referred to as the "SURVEYING AND MAPPING", for the purposes of memorializing the consent of COUNTY to the assignment by HYATT to SURVEYING AND MAPPING of all of HYATT's right, title and interest in and to, and the assumption by SURVEYING AND MAPPING from HYATT of all obligations of HYATT under the Agreement ("Assignment"), and to amend the Agreement. Terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the COUNTY entered into an Agreement for Continuing Survey Services with HYATT through a competitive bid process on May 5th, 2025; and

WHEREAS, pursuant to Section XI of said Agreement, neither the Agreement nor any interest or claims hereunder may be assigned or transferred by HYATT to any party or parties, except with the written consent of the COUNTY; and

WHEREAS, effective December 15th, 2025, HYATT has been sold, and transferred all of its operations and assets to SURVEYING AND MAPPING, and, in connection therewith, has proposed to assign the Agreement to SURVEYING AND MAPPING, subject to COUNTY's consent; and

WHEREAS, HYATT will cease to be a party to the Agreement and SURVEYING AND MAPPING will become a party to the Agreement, on the same terms and conditions prior to the Assignment, except as amended herein. COUNTY will not experience any change in the Services provided as a result of the Assignment; and

WHEREAS, HYATT, SURVEYING AND MAPPING, and COUNTY desire to make and memorialize certain amendments to the Agreement in connection with its assignment to SURVEYING AND MAPPING as "CONSULTANT" thereunder:

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. CONSENT. COUNTY hereby consents to the Assignment by HYATT of all of its right, title and interest in and to the Agreement and the assumption by SURVEYING AND MAPPING of all of the obligations of HYATT under the Agreement arising from and after the date hereof.

2. PAYMENT. All monies due under the Agreement with respect to Services performed prior and after this Consent to Assignment shall be paid to SURVEYING AND MAPPING, to the following address and persons:

Surveying and Mapping, LLC
c/o: Jacqueline O'Sullivan
2012 Lena Road
Bradenton, FL 34211

3. NOTICE. For purposes of Notices under the Agreement as set forth in Section XVII of the Agreement, notice to the CONSULTANT shall be as follows:

If to the CONSULTANT:	Surveying and Mapping, LLC c/o: Jacqueline O'Sullivan 2012 Lena Road Bradenton, FL 34211 Jacqueline O'Sullivan@sam.biz	

4. OTHER PROVISIONS REMAIN IN EFFECT. Except as specifically modified herein, all terms and conditions of the original Agreement between the parties dated May 5, 2025, shall remain in full force and effect.

5. CONFLICTING PROVISIONS. The terms, statements, requirements, and provisions contained in this Assignment shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement, or provision contained in any other document or attachment.

IN WITNESS WHEREOF, the parties hereto have, though their duly authorized representatives, approved and executed this Amendment as of the date set forth below.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

BY: _____
MANDY HINES
COUNTY ADMINISTRATOR

BY: _____
STEVE HICKOX
CHAIRMAN

DATE APPROVED:_____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

_____
VALERIE VICENTE
COUNTY ATTORNEY

WITNESS:

_____
Signature

_____
Print Name

HYATT SURVEY SERVICES, INC

BY: _____

PRINT NAME:

_____

DATE: _____

WITNESS:

_____
Signature

_____
Print Name

SURVEYING AND MAPPING, LLC

BY: _____

PRINT NAME:

_____

DATE: _____

April 16, 2026

Via email
Desoto County- FL
Cindy Talamantez
C.talamantez@desotobocc.com

Re: All agreements (collectively, the "Contract") between Hyatt Survey Services, Inc. ("Hyatt," the "Company") and Desoto County BOCC] ("Counterparty"), including without limitation [24-2905 Desoto County dated [03-25-2024] between the Company and Counterparty.

RE; Desoto County:

It is with great pleasure that I announce that the business operations of Hyatt Survey Services, Inc. along with myself and the staff of Hyatt Survey Services, Inc. are joining Surveying And Mapping, LLC ("SAM"). SAM is a leading geospatial firm that provides differentiated tech-enabled professional services. We are joining SAM because together, we can offer you a more complete suite of value adding services than we could offer when we were apart. Myself, my team, and all your usual contacts will still be your team. Same phone numbers, same locations, same rates, we now just have more resources, a deeper bench of experienced professionals and expertise in a broader suite of value adding solutions.

In connection with the transfer of our business operations to SAM, the above-described Contract will be assigned to SAM on or around [December 15, 2025. To acknowledge your consent to the Company's assignment of the Contract to SAM, we ask you to **please sign, scan, and email a copy of this letter to me at**: Jacqueline.Osullivan@sam.biz.

By signing below, you (i) acknowledge receipt of notice of the transaction between the Company and SAM (the "Transaction") and waive any applicable notice time period requirement, (ii) consent to the assignment of the Contract for all purposes under the Contract, (iii) agree that the Transaction will not constitute a violation of or default under the Contract, (iv) acknowledge and agree that the Contract will remain in full force and effect in accordance with its terms following the consummation of the Transaction and assignment of the Contract to SAM, and (v) waive any requirement in the Contract that this notice be sent using a particular delivery method [*INCLUDE IF CONTRACT PROHIBITS ASSIGNMENT*: and (vi) expressly waive the assignment prohibition in Section [X] of the Contract].

For clarity, nothing herein waives, alters, or amends any party's rights under the Contract or any other terms or conditions of the Contract. This letter may be executed in counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. If you have any questions regarding this matter, don't hesitate to contact my contracting team at [941-748-4693] and ask for Jaqueline O'Sullivan.

Sincerely,
Hyatt Survey Services, Inc.

Pamela A. Hyatt

Pamela Hyatt, President

Accepted and agreed as of the day of _____, 2026:

Desoto County

By: _____

1767 Lakewood Ranch Blvd # 378, Bradenton, Florida 34211 Phone: 941-748-4693 Fax: 941-744-1643

DeSoto County

4/28/2026

Item #: 4.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☐ Public Hearing Agreement

DEPARTMENT: Emergency Management
SUBMITTED BY: **Marc Purvis**
PRESENTED BY: **Marc Purvis**

TITLE & DESCRIPTION:
Piggyback Agreement / Okeechobee County / Clarke Environmental Mosquito Management, Inc for FY 2026.

REQUESTED MOTION:
Motion to approve an extension of the Piggyback Agreement with Okeechobee County and Clarke Environmental Mosquito Management, Inc.

SUMMARY:
Staff is requesting approval to continue to utilize an existing Agreement between Okeechobee County and Clarke Environmental Mosquito Management, Inc. for mosquito control services for FY 2026

BACKGROUND:
On December 18, 2017, Okeechobee County issued a Request for Proposals to award an Agreement for Mosquito Control Services. This Agreement was awarded to Clarke Environmental Mosquito Management, Inc. on April 26, 2018, and is in effect until December 31, 2024, and automatically renews for additional one (1) year terms, unless either party provides the other party with ninety (90) days written notice. On November 18, 2025, Okeechobee County and Clarke Environmental Mosquito Management Inc. signed an agreement for their 4th renewal. The Agreement grants permission for use by other Governments under Section 4.5. The Emergency Management Department wishes to utilize this year's Agreement for these services under the provisions of this Agreement with the pricing set forth by Clarke Environmental Mosquito Management, Inc. for DeSoto County.

FUNDS:
Budget Amount: **$83,977.38**

Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

AGREEMENT FOR SECOND RENEWAL OF CONTRACT BETWEEN DESOTO COUNTY AND CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INCORPORATED FOR MOSQUITO CONTROL SERVICES

(PIGGYBACK CONTRACT)

THIS AGREEMENT FOR THE SECOND RENEWAL (the "Renewal") is made this _____ day of _____, 2026, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266; and **CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INCORPORATED,** a foreign profit corporation authorized to conduct business in the State of Florida ("CONTRACTOR"), whose FEI Number is 36-2391274.

WHEREAS, on March 21, 2024, the COUNTY entered into a contract with CONTRACTOR for the provision of mosquito control services (the "Agreement") utilizing the agreement between CONTRACTOR and Okeechobee County which was competitively solicited (piggyback contract); and

WHEREAS, pursuant to section 3 of the Agreement, the term of the contract would be effective until such time as the master contract between the CONTRACTOR and Okeechobee County remained in effect; and

WHEREAS, pursuant to the aforementioned terms of the Agreement, the COUNTY and CONTRACTOR entered into a First Renewal of the Agreement, extending the term through March 20, 2026; and

WHEREAS, on November 18, 2025, Okeechobee County renewed their contract with the CONTRACTOR for another one (1) year term for their Fourth Renewal; and

WHEREAS, the County being satisfied with the services of the CONTRACTOR wishes to renew Agreement with CONTRACTOR as more particularly set forth herein.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, it is agreed as follows:

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

SECTION 2. RENEWAL. The Agreement is hereby renewed for an additional one (1) year term through March 20, 2027.

SECTION 3. COMPENSATION. Upon the Effective Date of this Renewal, the below pricing shall control for the Services set forth in Exhibit A, with part IV and V application costs being billed when the treatment is completed in accordance with the below schedule:

PAYMENT PLAN

April to September	2026
Monthly Cost	$13,996.23
Annual Total	**$83,977.38**

PER APP PROGRAM PAYMENT PLAN – Part IV & V

Treatment	UOM	Cost per UOM
CDC Trapping	Trap Night	$189.28
Residual Granular Larvicide	Acre	$148.9
Residual Tablet Larvicide	Catch Basin	$9.34
Barrier Treatments	Mile	$154.05
Truck ULV (BioMist)	Mile	$32.08

SECTION 5. Except as specifically provided for herein, all other provisions of the original Contract, dated March 21, 2024, shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Renewal to the Contract as of the _____ of _____ 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

_____

_____

CONTRACTOR

By: Cale Payne

Printed Name: Cale Payne

Title: Control Consultant

Clarke Environmental Mosquito Management, Inc.
2026 Service Agreement | DeSoto County

Part I. General Service

A. Computer System and Record Keeping Database
B. Public Relations and Educational Brochures
C. Mosquito Hotline Citizen Response – (800) 443-2034
D. Comprehensive Insurance Coverage DeSoto County additionally insured
E. Program Consulting and Quality Control Staff
F. Monthly Operational Reports, Periodic Advisories, and Annual Report
G. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

A. A. Arbovirus Surveillance:

1. **CDC Traps: Twelve (12) scheduled trap nights** to collect adult mosquitoes. Mosquitoes will be collected and identified to species.

A. Weather Monitoring – Operational Forecasts

Part III. Adult Control

A. Adulticiding in Authorized Spray Zones:

1. Truck ULV treatments of approximately 2,546 spray miles using Biomist®, or other pyrethroid insecticide.

A. Adulticiding Operational Procedures

1. Notification of community contact.
2. Weather limit monitoring and compliance.
3. ULV particle size evaluation.
4. Insecticide dosage and quality control analysis.

Total 2026 Estimated Price **$83,977.38**

__NPDES Permit:__ A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.

EXHIBIT "A"

DeSoto County

4/28/2026

Item #: 5.

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

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

TITLE & DESCRIPTION:
Application/Community Development Block Grant Library Hardening and Generator

REQUESTED MOTION:
To approve the application to Florida Commerce to harden the Library located at 125 North Hillsborough Avenue, Arcadia, FL 34266 with hurricane impact-resistant windows and doors and a backup generator and to adopt a Resolution giving the County Administrator the authority to execute and submit all related documents

SUMMARY:
The purpose of this Community Development Block Grant Disaster Recovery project is to improve the resilience and continuity of operations of the DeSoto County Public Library, a critical community facility that supports disaster response and recovery efforts. The library serves as a hub for emergency services, including housing the National Guard, operating as a FEMA Disaster Recovery Center (DRC), and providing residents with access to technology, information, and assistance. This project aims to reduce the facility's vulnerability to hurricane-related hazards, including high winds and extended power outages, by installing hurricane impact-resistant windows and doors and a permanent backup generator.

BACKGROUND:
Having a generator and impact-resistant doors and windows will reduce downtime, and expedite the process of administering much-needed services to the community. Affecting the health and safety of every citizen in DeSoto County and the many volunteers who serve in this time of need. With weather and climate conditions in the future ongoing, the ability to mitigate future potential damages is another financial saving to the taxpayer. This project will serve as a companion to FEMA Hazard Mitigation Grant Program (HMGP) funding administered through the Florida Division of Emergency Management

FUNDS:
Budget Amount: **0.00**
Actual Agenda Item Cost: $79,984.75
Account Number: **n/a**
Explanation: $239,954.25 HGMP Funding, $79,984.75 CDBG Funding

REBUILD FLORIDA
HAZARD MITIGATION GRANT MATCH PROGRAM (HMGMP) APPLICATION

GENERAL INFORMATION

Local Government Applicant Name:	DeSoto County
Official Project Title:	Library Hardening and Generator Project
Unique Entity Identifier (UEI):	GH9DBEQV5KK3
Federal Employer Identification Number (FEIN):	59-6000579

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

First and Last Name:	**Dennis Johnson**
Title:	**Grants Coordinator**
Mailing street address:	**201 E Oak ST Suite 201**
City:	**Arcadia**
State:	**Florida**
Zip:	**34266**
Phone Number:	**863-993-4800**
Email Address:	**d.johnson@desotobocc.com**

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

First and Last Name:	**Dennis Johnson**
Title:	**Grants Coordinator**
Mailing street address:	**201 East Oak ST Suite 201**
City:	**Arcadia**
State:	**Florida**
Zip:	**34266**
Phone Number:	**863-993-4800**
Email Address:	**d.johnson@desotobocc.com**

Location of Proposed Project

Street Address:	**125 North Hillsborough Ave.**
City:	**Arcadia**
State:	**Florida**
Zip:	**34266**

Please select which qualifying county this project is located in:

HUD MIDs

☐Brevard
☐Charlotte
☐Collier
☒DeSoto
☐Hardee
☐Highlands
☐Hillsborough
☐Manatee
☐Monroe
☐Osceola
☐Pinellas
☐Polk
☐Seminole
☐Putnam

State MIDs

☐Flagler
☐Glades
☐Hendry
☐Lake
☐Okeechobee
☐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:

☒DeSoto (HUD)
☐Glades (State)
☐Hardee (HUD)
☐Hendry (State)
☐Highlands (HUD)
☐Okeechobee (State)
☐Putnam (HUD)

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

Funding Requested – FDEM Phase 1 (25% < 75% Max)	239,954.25
Funding Requested – CDBG-DR Phase 1 (0% < 25% Max)	79,984.75
Funding Requested – FDEM Phase 2 (25% < 75% Max)	
Funding Requested – CDBG-DR Phase 2 (0% < 25% Max)	
Other Funding (If FEMA/FDEM is not paying 75%)	
Total Project Budget (100%)	319,939.00

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

☐FEMA (non-HMGP) ☐Private Funds

☐Local Match ☐Other: _____

☐State Funds

[***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:	**33,976**
Total LMI population served:	**7626**
Total Low- Income citizens served:	
Total Moderate- Income citizens served:	**$50,868**
Total LMI percentage (%):	**12.3%**
Percentage of Total UGLG Population to be Served by this project:	**33976**

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:
Map URL Link:

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

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.

The Library serves as a public building connecting citizens with information. It also has served to house the National Guard, FEMA DRC, and provided a connection point for many FEMA workers. Many citizens will look to the Library for the usage of their computers to file claims, print and scan documents to support their claims from the disasters. The Library holds many historical documents that are not found anywhere else. The parking lot serves as a base camp for many agencies to compile data to better serve the citizens such as FEMA.

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:	**177**
Asian:	**192**
Black or African American:	**4,270**
Hispanic or Latino:	**10,011**
Native Hawaiian and Other Pacific Islander:	**8**
Some Other Race:	**4,053**
Two or More Races:	**3,956**
Person(s) 62 years or Older:	**9,379**
Other (non-specified):	
Total Historically Underserved Population:	**33,976**

Map Link:
Block Groups and Tracts
https://data.census.gov/map/0100000US$0500000/ACSDT5Y2020/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/map/0100000US$0500000/ACSDT5Y2020/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/map/0100000US$0500000/ACSDT5Y2020/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.

The purpose of this Community Development Block Grant Disaster Recovery project is to improve the resilience and continuity of operations of the DeSoto County Public Library, a critical community facility that supports disaster response and recovery efforts. The library serves as a hub for emergency services, including housing the National Guard, operating as a FEMA Disaster Recovery Center (DRC), and providing residents with access to technology, information, and assistance. This project aims to reduce the facility's vulnerability to hurricane-related hazards, including high winds and extended power outages, by installing hurricane impact-resistant windows and doors and a permanent backup generator.

The proposed work will be completed through the procurement of qualified, licensed contractors in accordance with local, state, and federal procurement requirements. The project will include the removal and replacement of existing windows and doors with impact-resistant systems, as well as the purchase and installation of a properly sized generator capable of supporting critical building operations. All work will follow applicable building codes, hazard mitigation standards, and manufacturer specifications to ensure long-term durability and effectiveness.

The project will be managed by DeSoto County, with oversight provided by County administration and appropriate departments, including County Engineer. The County will coordinate with contracted professionals, engineers (if required), and vendors to ensure proper installation and compliance. Grant administration and reporting will be handled in accordance with CDBG requirements.

The funding request for this project was developed using contractor estimates, vendor pricing, and cost projections based on current market conditions. Due to recent disaster events, including Hurricane Ian, contractor availability has been limited,

DAMAGE SUMMARY

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

The proposed Community Development Block Grant Disaster Recovery project will strengthen and enhance the resilience of the DeSoto County Public Library, a critical community facility that plays a central role in disaster response and recovery. The library has historically supported emergency operations by housing the National Guard, serving as a FEMA Disaster Recovery Center (DRC), and providing workspace for FEMA personnel and partner agencies. It also functions as a vital resource hub where residents access technology, receive assistance with disaster claims, and obtain critical recovery information.

DeSoto County is a rural, fiscally constrained community that has experienced multiple significant storm events, including Hurricane Charley, Hurricane Irma and Hurricane Ian. These disasters have caused widespread emotional, physical, and financial impacts on residents, highlighting the need for reliable, resilient public facilities. The library is particularly important for vulnerable populations, many of whom rely on its computers, internet access, and staff support to complete essential recovery tasks such as filing claims and submitting documentation. However, the facility is currently vulnerable to storm damage and power outages, limiting its ability to operate during and after hazard events.

To address these vulnerabilities, the project will install hurricane impact-resistant windows and doors and a permanent backup generator. These improvements will protect the building envelope from high winds and debris while ensuring continuity of operations during power outages. The generator will enable the library to function as a comfort station and communication center for displaced residents, allowing uninterrupted access to essential services and support.

This project will provide substantial benefits to the approximately 34,000 residents of DeSoto County. By reducing facility downtime and maintaining access to critical services, the project will accelerate community recovery and reduce the economic burden on residents who would otherwise need to travel outside the county for assistance. Additionally, the improvements will enhance public safety, support emergency response efforts, and reduce future repair and recovery costs. Given the county's limited financial capacity—reflected in a higher-than-average poverty rate and significantly lower median income compared to the state—federal mitigation funding is essential to implement this project and strengthen long-term community resilience.

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).

Providing funding to install a generator and Hurricane impact-resistant doors and windows will have a positive economic impact to continue to function allowing residents to receive the crucial services needed. If residents must travel out of County for the services, this causes an economic impact on the resident.

Having a generator and impact-resistant doors and windows will reduce downtime, and expedite the process of administering much-needed services to the community. Affecting the health and safety of every citizen in DeSoto County and the many volunteers who serve in this time of need. With weather and climate conditions in the future ongoing, the ability to mitigate future potential damages is another financial saving to the taxpayer. The County population severed is approximately 34,000 residents in this rural area which means all residents will benefit from the replacement of windows and doors with this project.

BUDGET, ACTIVITY WORK PLAN, DUPLICATION OF BENEFITS

Budget, AWP, and DOB Template

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

[***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 1st Public Hearing:	

Documentation of Public Hearing Notice [*Attach*]

Documentation of 1st 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:	**4/12/2026**
Public Comment Start Date:	**4/12/2026**
Public Comment End Date:	**4/27/2026**

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.**

Signature

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 LIBRARY HARDENING AND GENERATOR PROJECT LOCATED AT 125 NORTH HILLSBOROUGH AVE., ARCADIA, FLORIDA, ADMINISTERED BY THE FLORIDA COMMERCE, INCLUDING ALL APPLICATIONS AND GRANT AWARDS, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the DeSoto County Library serves as a public building connecting citizens with information, and has also served to house the National Guard, FEMA Disaster Recovery Center (DRC), and provided a connection point for many FEMA workers; and

WHEREAS, many citizens utilize the County Library following emergency and disaster events to avail themselves of the library's computers in order to file claims, and to print and scan documents to support their claims; and

WHEREAS, the County is in need of funding to reduce the County Library's vulnerability to hurricane-related hazards, including high winds and extended power outages, by installing hurricane impact-resistant windows and doors and a permanent backup generator; and

WHEREAS, the aforementioned improvements will protect the building envelope from high winds and debris while ensuring continuity of operations during power outages, while also enabling the library to function as a comfort station and communication center for displaced residents, allowing uninterrupted access to essential services and support; and

WHEREAS, the proposed Community Development Block Grant (CDBG) Disaster Recovery project would improve the resilience and continuity of operations of the County Library, a critical community facility that supports disaster response and recovery efforts.

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 properties to help harden the facilities toward any future natural disasters.

SECTION 3. The County Commission hereby delegates authority to the County Administrator to 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:

_____
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Steve Hickox
Chairman

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente, County Attorney

DeSoto County

4/28/2026

Item #: 6.

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

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

TITLE & DESCRIPTION:
Application/Community Development Block Grant Fire Station 1 Safe Room

REQUESTED MOTION:
To approve the application to construct a safe room at Fire Station 1 located at 25 Easy Cypress Street, Arcadia, FL 34266 and to adopt a Resolution giving the County Administrator the authority to execute and submit all related documents.

SUMMARY:
The purpose of this project is to improve life-safety protection for first responders and occupants by constructing a FEMA-compliant safe room within the existing facility. The safe room will provide near-absolute protection from extreme wind events, including hurricanes and tornadoes. This will be a phased project with first phase to include engineering.

BACKGROUND:
As a result of Hurricane Ian, Fire Station 1 sustained damage to the living quarters, truck carport, and fire apparatus bays. This damage has left first responders at this location without adequate on-site shelter during hazardous weather events. Without these critical facility components, personnel may be unable to safely remain on station and provide essential life-safety and emergency response services to the community during disasters. This project will serve as a companion to FEMA Hazard Mitigation Grant Program (HMGP) funding administered through the Florida Division of Emergency Management.

FUNDS:
Budget Amount: **0.00**
Actual Agenda Item Cost: **$20,000**
Account Number: **n/a**
Explanation: **$5,000 CDBG Funding $15,000 HMGP Funding**

REBUILD FLORIDA
HAZARD MITIGATION GRANT MATCH PROGRAM (HMGMP) APPLICATION

GENERAL INFORMATION

Local Government Applicant Name:	DeSoto County
Official Project Title:	Fire Station #1 Safe Room
Unique Entity Identifier (UEI):	GH9DBEQV5KK3
Federal Employer Identification Number (FEIN):	59-6000579

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

First and Last Name:	**Dennis Johnson**
Title:	**Grants Coordinator**
Mailing street address:	**201 E Oak ST Suite 201**
City:	**Arcadia**
State:	**Florida**
Zip:	**34266**
Phone Number:	**863-993-4800**
Email Address:	**d.johnson@desotobocc.com**

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

First and Last Name:	**Dennis Johnson**
Title:	**Grants Coordinator**
Mailing street address:	**201 East Oak ST Suite 201**
City:	**Arcadia**
State:	**Florida**
Zip:	**34266**
Phone Number:	**863-993-4800**
Email Address:	**d.johnson@desotobocc.com**

Location of Proposed Project

Street Address:	**25 East Cypress St.**
City:	**Arcadia**
State:	**Florida**
Zip:	**34266**

Please select which qualifying county this project is located in:

HUD MIDs

☐Brevard
☐Charlotte
☐Collier
☒DeSoto
☐Hardee
☐Highlands
☐Hillsborough
☐Manatee
☐Monroe
☐Osceola
☐Pinellas
☐Polk
☐Seminole
☐Putnam

State MIDs

☐Flagler
☐Glades
☐Hendry
☐Lake
☐Okeechobee
☐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:

☒DeSoto (HUD)
☐Glades (State)
☐Hardee (HUD)
☐Hendry (State)
☐Highlands (HUD)
☐Okeechobee (State)
☐Putnam (HUD)

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

Funding Requested – FDEM Phase 1 (25% < 75% Max)	15,000
Funding Requested – CDBG-DR Phase 1 (0% < 25% Max)	5,000
Funding Requested – FDEM Phase 2 (25% < 75% Max)	97,500
Funding Requested – CDBG-DR Phase 2 (0% < 25% Max)	32,500
Other Funding (If FEMA/FDEM is not paying 75%)	
Total Project Budget (100%)	150,000

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

☐FEMA (non-HMGP) ☐Private Funds

☐Local Match ☐Other: _____

☐State Funds

[***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:	**33,976**
Total LMI population served:	**7626**
Total Low- Income citizens served:	
Total Moderate- Income citizens served:	**$50,868**
Total LMI percentage (%):	**12.3%**
Percentage of Total UGLG Population to be Served by this project:	**33976**

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:
Map URL Link:

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

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.

As a result of Hurricane Ian, Fire Station 1 sustained damage to the living quarters, truck carport, and fire apparatus bays. This damage has left first responders at this location without adequate on-site shelter during hazardous weather events. Without these critical facility components, personnel may be unable to safely remain on station and provide essential life-safety and emergency response services to the community during disasters.

Since Hurricane Ian, the County has experienced multiple additional disaster events, further limiting available local resources and making this project financially infeasible without external assistance. The proposed project is therefore dependent on grant funding to restore safe operational capacity at the facility.

This project will serve as a companion to FEMA Hazard Mitigation Grant Program (HMGP) funding administered through the Florida Division of Emergency Management. No other viable alternative funding sources are currently available to complete the proposed improvements.

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:	**177**
Asian:	**192**
Black or African American:	**4,270**
Hispanic or Latino:	**10,011**

Native Hawaiian and Other Pacific Islander:	**8**
Some Other Race:	**4,053**
Two or More Races:	**3,956**
Person(s) 62 years or Older:	**9,379**
Other (non-specified):	
Total Historically Underserved Population:	**33,976**

Map Link:
Block Groups and Tracts
https://data.census.gov/map/0100000US$0500000/ACSDT5Y2020/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/map/0100000US$0500000/ACSDT5Y2020/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/map/0100000US$0500000/ACSDT5Y2020/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.

The proposed project will be implemented at Fire Station 1, located in Arcadia at 25 East Cypress Street, Arcadia, Florida 34266. The purpose of this project is to improve life-safety protection for first responders and occupants by constructing a FEMA-compliant safe room within the existing facility. The safe room will provide near-absolute protection from extreme wind events, including hurricanes and tornadoes, in accordance with Federal Emergency Management Agency guidance in FEMA P-361 and FEMA P-320.

The project includes the design and construction of a hardened interior safe room integrated into the existing fire station. The structure will consist of reinforced poured concrete walls, impact-resistant metal doors, and interior finishes including drywall, trim, and flooring. The room will use existing electrical and potable water systems and will include a new mini-split HVAC system for ventilation and climate control. Construction will be completed by a qualified, licensed contractor in accordance with applicable building codes and FEMA standards.

The project team will include DeSoto County administrative staff and the DeSoto County Engineer, who will oversee coordination and compliance. A licensed design professional will prepare construction documents, and a qualified contractor will complete construction. Grant administration and reporting will follow all applicable state and federal requirements.

Funding was developed using preliminary cost estimates based on similar FEMA-compliant safe room projects, regional construction costs, and current material and labor pricing. Costs include design, permitting, construction, HVAC installation, and interior finishes.

The anticipated outcome is a hardened safe room that significantly reduces risk to life during extreme wind events and supports continued emergency response operations during disasters, improving community resilience.

After completion, the safe room will be maintained by the DeSoto County Facilities Department through routine inspections, HVAC servicing, and general upkeep to ensure long-term functionality and compliance.

DAMAGE SUMMARY

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

Fire Station 1 is located in a rural area of DeSoto County, where access and operational continuity can be significantly compromised during major storm events. Hurricane Ian caused widespread damage throughout the region, disrupting critical infrastructure and further highlighting the vulnerability of emergency response facilities in the service area.

As a result of this event, the station's ability to safely shelter first responders during severe weather has been severely limited. The lack of an adequate, hardened refuge within the facility places personnel at increased risk during disaster conditions and may hinder the County's ability to maintain uninterrupted emergency services when they are needed most.

Given the station's isolated rural location and the potential for roadway flooding, wind damage, and extended emergency conditions, ensuring on-site protection for first responders is essential. The proposed safe room directly addresses this critical need by providing a secure, resilient space that allows personnel to remain safely stationed and continue supporting life-safety operations throughout disaster events.

This project strengthens overall service area resilience by ensuring that emergency responders have a protected environment from which to operate, even when surrounding infrastructure is compromised.

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).

The proposed activity directly addresses an unmet need resulting from the impacts of Hurricane Ian, which exposed the vulnerability of Fire Station 1 and its inability to adequately protect first responders during severe weather events. The damage sustained to the facility, combined with the station's critical role in emergency response, has created a significant gap in safe, on-site sheltering capacity for essential personnel.

The construction of a FEMA-compliant safe room will address this unmet need by ensuring that the structural vulnerability of the facility does not place emergency response staff at risk during future disasters. The safe room is designed to provide near-absolute protection from tornadoes, hurricanes, and other extreme wind events, thereby safeguarding the health, safety, and welfare of first responders who are required to remain on duty during emergencies.

This project aligns with established storm shelter design standards intended to promote consistency, reliability, and life-safety protection in hazardous weather conditions. By incorporating these standards into the facility, the County will ensure that emergency personnel have a secure environment in which to shelter in place while continuing to support critical response operations.

Ultimately, this activity closes a demonstrated gap in disaster resilience by providing a hardened refuge that allows essential services to continue without interruption during and after severe storm events.

BUDGET, ACTIVITY WORK PLAN, DUPLICATION OF BENEFITS

Budget, AWP, and DOB Template

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

[***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 1st Public Hearing:	

Documentation of Public Hearing Notice [*Attach*]

Documentation of 1st 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:	**4/12/2026**
Public Comment Start Date:	**4/12/2026**
Public Comment End Date:	**4/27/2026**

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.**

Signature

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 FIRE STATION SAFE ROOM LOCATED AT 25 EAST CYPRESS STREET, ARCADIA, FL 34266, ADMINISTERED BY THE FLORIDA COMMERCE, INCLUDING ALL APPLICATIONS AND GRANT AWARDS, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, DeSoto County (the "County") provides essential emergency response services and must ensure continuity of operations during disaster events; and

WHEREAS, the County is in need of a FEMA-compliant safe room at Fire Station No. 1 to protect first responders and support uninterrupted emergency operations; and

WHEREAS, the proposed safe room will provide near-absolute protection from extreme wind events, including hurricanes and tornadoes; and

WHEREAS, the County lacks sufficient local resources to address this need without grant assistance; and

WHEREAS, the County, therefore, seeks funding through the Hazard Mitigation Grant Program administered by Florida Division of Emergency Management, with matching funds from the Community Development Block Grant – Disaster Recovery program administered by FloridaCommerce.

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 properties to help harden the facilities toward any future natural disasters.

SECTION 3. The County Commission hereby delegates authority to the County Administrator to 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:

Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

Steve Hickox
Chairman

Approved as to form and
Legal sufficiency:

Valerie Vicente, County Attorney

DeSoto County

4/28/2026

Item #: 7.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Choose an item.

DEPARTMENT: Utilities
SUBMITTED BY: **Jeannine Tatum**
PRESENTED BY: **Greg Harris**

TITLE & DESCRIPTION:
Utility Service and Conveyance Agreement (Water and Phase 1 Wastewater ERU Allocation)

REQUESTED MOTION:
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.

SUMMARY:
The developer is seeking 49 Water and Wastewater ERUs from the Phase 1 Wastewater ERU Allocation for the McAlpine project which consists of a proposed residential development of approximately 49 dwelling units. Upon approval of this Agreement, the developer is required to pay Water Capital Charges totaling $106,918 and Wastewater Capital Charges totaling $230,447 from the Phase 1 Wastewater ERU Allocation.

BACKGROUND:
The McAlpine project will be located generally along SW Hwy 17 and south of SW Ogden Acres Road consisting of a proposed residential development of approximately 49 dwelling units, and accompanying accessory uses, including but not limited to common areas and recreation.

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.

UTILITY SERVICE AND CONVEYANCE AGREEMENT
(Water and Phase 1 Wastewater ERU Allocation)

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between **TMV PROPERTIES, INC**, a Delaware corporation, whose principal address is 9300 S. Dadeland Blvd., Ste 600, Miami, FL 33156, whose FEIN is 04-2973305 and **MCALPINE (BRIARWOOD), INC.**, a Florida corporation whose principal address is 3200 Bailey Lane, #199, Naples, FL 34105, whose FEIN is 59-2068121, both, hereinafter referred collectively to as "Customer", and **DESOTO COUNTY, Florida**, a political subdivision located within the State of Florida, hereinafter referred to as the "County", hereinafter collectively referred to as the "Parties".

RECITALS

1. Customer owns or controls lands located in DeSoto County, Florida, and described in Exhibit "A " attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property" located generally at along SW Highway 17 and south of SW Ogden Acres Road, and Customer, through Maronda Homes, LLC of Florida, has or is about to develop the Property by erecting thereon residential improvements to be known as The McAlpine PUD, which consists of a proposed Forty-Nine (49) dwelling units, and accompanying accessory uses, including but not limited to common areas and recreation (hereinafter the "Project").

2. The Customer is desirous of receiving central Water and Wastewater service for the Project.

3. The Customer has requested the County to accept for ownership, operation, and maintenance potable water and wastewater facilities to be designed, permitted, and constructed by the Customer, or its designees or assigns, on the Property in order to provide potable water and wastewater service(s) to the Property.

4. The County has agreed to accept such facilities upon completion of same to the standards and requirements of the County as outlined in this Agreement, the DeSoto County Code of Ordinances, and the County's Utilities Standards Handbook, as it may be amended.

5. The County currently has Water and Wastewater treatment capacity that can be immediately allocated to the Project.

6. The County is willing to provide available Water and Wastewater treatment capacity, in accordance with the provisions and stipulations of this Agreement and in accordance with all applicable laws, and to operate such central Water and

Wastewater system so the Property will receive Water and Wastewater service from the County to serve the Project.

7. The County shall provide, and the Customer shall acquire, pay Capital Charges for, and reserve **Forty-Nine (49) Equivalent Residential Units ("ERUs")** of Water and Wastewater treatment capacity in its central Water and Wastewater system **("Phase 1 Wastewater ERUs")** for a portion of the Customer's Project pursuant to the terms and conditions outlined in this Agreement; Chapter 12, Article II of the DeSoto County Code of Ordinances; and Section 12-36, DeSoto County Code of Ordinances.

NOW, THEREFORE, in consideration of the preceding clauses, the following mutual promises, representations, agreements and other good and valuable consideration, the delivery, receipt and sufficiency of which is hereby acknowledged, the Parties agree for themselves and their permitted successors and assigns as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and are incorporated herein as a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Other definitions and references used have the meaning indicated in DeSoto County Code of Ordinances:

(1) "Agreement" - This Utility Service and Conveyance Agreement for Water and a Phase 1 Wastewater ERU allocation with the Customer, and all exhibits and amendments that may be added thereto in the future, including but not limited to Exhibit A, the legal description of the Property, Exhibit B, Special Conditions, attached hereto and made a part hereof by reference, and Exhibit C, Estimated Fee Statement.

(2) "Capacity Reservation Charge" - A charge adopted by the County Board of County Commissioners and levied by the County to reserve capacity in the County Water and Wastewater facilities for the Customer.

(3) "Capital Charge" - A charge adopted by the County Board of County Commissioners and levied by the County to pay for Water and Wastewater infrastructure capacity construction, repair and/or expansion and other capital costs associated with linking the Property into the County's central Water and Wastewater systems. This charge is sometimes referred to as a capacity connection fee.

(4) "Contribution-in-Aid-of-Construction" - The sum of money, and/or property, represented by the value of the Water and Wastewater collection systems constructed by Customer, which Customer covenants and agrees to convey to the County as a contribution-in-aid-of-construction to induce the County to provide Water and Wastewater services to the Property.

(5) "Equivalent Residential Unit" or "ERU" - The average quantity of water consumed or wastewater generated from the average single-family residence served by the County, calculated as total gallons of Water or Wastewater attributable to residential use, divided by the total number of single-family residences served and divided by 365 days. The County's current ERU values for Water and Wastewater are set forth in the Utilities Standards Manual.

(6) "Phase 1 Wastewater ERUs" – Those ERUs identified in Section 12-36, DeSoto County Code of Ordinances, which are available through wastewater treatment plant rehabilitation, rerating, sprayfield irrigation expansion and collection system upgrades.

(7) "Point of Collection" - The point where the County's facilities are connected with the facilities of the Customer. Unless otherwise indicated, the Point of Collection shall be at a point at the Property line where utilities enter the public right-of-way.

SECTION 3. PROVISION OF SERVICE. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Customer, the County covenants and agrees that it will allow the connection of Water and Wastewater facilities installed by Customer, its designees or assigns, to the central utility system of the County in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with requirements of DeSoto County Code of Ordinances, and the rules and regulations of the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection.

SECTION 4. REAL PROPERTY CONVEYANCES. Customer hereby grants an easement and right of access to the County to access, inspect, own, operate, maintain, repair, replace, service, or read Water and Wastewater facilities constructed by Customer, including interconnect(s) and meters located on the Property. Customer shall convey said easement and right of access to the County at the time of, and as a condition of, the County interconnecting its central Water and Wastewater facilities with those of Customer in order to provide service to the Property.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION AND CONVEYANCE OF FACILITIES.

5.1 So that the County may provide the Property with central Water and Wastewater services, and as a condition of receiving such service, Customer hereby covenants and agrees to design, permit, and construct, and to thereafter transfer to the County ownership and control of Water and Wastewater facilities designed, permitted and/or constructed by the Customer either on the Property or in the right-of-way, as a Contribution-in-Aid-of-Construction. All conveyance of real property shall be accomplished by good and sufficient warranty deed or easement, at the County's discretion. All conveyance of personal property shall be accomplished by good and sufficient bill of sale to the County, All conveyances by Customer to the County shall be accompanied by (i) a Title Insurance Policy or an opinion of title from a qualified attorney-at-

law, with respect to the Property, which opinion shall include a current report on the status of the title as of the date of this Agreement, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants as of such date establishing Customer's legal right to convey the real property free and clear of any liens or encumbrances, (ii) an owner's affidavit confirming that all persons, firms or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by this Agreement have been paid in full, (iii) releases of lien from all contractors and suppliers of materials and/or labor who might have acquired an interest in the installations by the supplying of materials and/or labor or otherwise, (iv) an owner's waiver and release releasing all liens which Customer might have on the works/installations, (v) all manufacturers' warranties which Customer might have received or is due to receive on any part of the installations, and (vi) a certification from Customer's engineer verifying that all construction has been performed in substantial conformance with the approved drawings, plans, and specifications and that all tests required by the engineer and the County have been satisfactorily performed. All required documentation shall be in a form approved by the County.

The County agrees that the acceptance of the Customer's Water and Wastewater facilities shall constitute the assumption of responsibility by the County for the continuous operation and maintenance of such facilities from that date forward. Customer shall remedy and correct at its sole expense any title or conveyance defects affecting the County's rights, including incorrect easements, faulty legal descriptions and other such problems.

5.2 Customer shall provide the County with engineering plans and specifications of the type and in the form as prescribed by the County, showing the on-site and off-site Water and Wastewater facilities proposed to be installed to provide Service to the subject Property. The County will advise Customer's engineer of any sizing requirements as mandated by the County's policies and utility standards for the preparation of plans and specifications of facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time.

5.3 Upon approval of the design, shop drawings, plans, and specifications for the Water and Wastewater Facilities, Customer shall permit and construct in accordance with all applicable laws, regulations, and County policies said facilities pursuant to the drawings, plans, and specifications, prepared by a Florida registered professional engineer and approved by all appropriate regulatory agencies and the County. Any deviation from approved drawings, plans, and specifications shall require the prior, written approval of the County. A preconstruction meeting with the County, Customer, and Customer's engineer shall be held prior to the

commencement of construction. During the construction of any Customer Water and Wastewater facilities, the County shall have the right to inspect such installation to determine compliance with plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration/vacuum, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. The Customer shall notify the County when construction will begin and at the time when inspections are required. Said notification shall be made in writing and shall be received by the County at least forty-eight (48) hours in advance of the time construction will begin or inspections required. Complete as-built plans shall be submitted to the County upon completion of construction.

5.4 All installations by Customer or its contractor shall be warranted for at least two years from the date of acceptance by the County. Customer, during the warranty period, shall promptly correct any defective or deficient work upon notification by the County. Should Customer fail to do so after seven (7) days, the County may correct and remedy any such defective or deficient work with all direct and indirect costs charged to the Customer. Mortgagee(s), contractors, builders, subcontractors, materialmen or any other lienholders, if any, holding prior liens on personal property or any real property to be conveyed to the County, shall be required to release such liens, subordinate their position and join in the grant or dedication of said personal property.

5.5 Payment of the Contributions-in-Aid-of-Construction does not and will not result in the County waiving any of its rates, rate schedules or rules and regulations, allocations fees, and their enforcement shall not be affected in any manner whatsoever by Customer making the contribution. The County shall not be obligated for any reason whatsoever nor shall the County pay any interest or rate of interest upon the Contributions-in-Aid-of-Construction.

5.6 Customer must furnish the County with a satisfactory letter of credit or security bond equal to at least 120% of the final construction cost, guaranteeing the work performed under the Agreement against defects in material, equipment, or construction for a period of not less than two (2) years from the date of acceptance by the County."

5.7 Customer's obligation to perform and complete the work in accordance with this Agreement shall be absolute. Neither any act of acceptance by the County nor any failure to do so will constitute a release nor waiver of Customer's obligation to comply with all requirements set forth in this Agreement.

5.8 The County shall not be required to provide POTABLE WATER AND WASTEWATER service(s), except for construction water, to any area encompassed under this Agreement unless utility installation in that area has been completed, tested, certified, approved and accepted by the County, and Customer has provided as-built drawings and related documentation. Should construction water be required, Customer shall pay at the current rate charged to commercial customers in the service area. All construction water shall be metered.

5.9 Customer shall pay all County Capacity Reservation Charges, Capital Charges, physical connection charges, and all other County fees and charges, as outlined in the Estimated Fee Statement attached hereto and made a part hereof as Exhibit C. The County, so long as it performs under the terms of this Agreement, shall not be obligated to refund any portion of the fees and charges to Customer or any other person or entity claiming through Customer. Additionally, all County fees and charges may be amended from time-to-time by the Board of County Commissioners; those County fees and charges set forth in the attached Estimated Fee Statement shall be adjusted to reflect the actual fees and charges in effect at the time of connection or the time the relevant service is rendered, as applicable. Whether retained by the Customer or transferred to a third party for use in construction of residential or commercial use properties, the Customer or any third party transferee, in addition to those fees and charges paid under this Agreement, will be responsible for payment of any additional or increased fees and charges in effect at the time of connection or at the time the relevant service is rendered, as may be applicable. If Customer or a third-party transferee claims a credit is due against any County fees and charges due to a prior payment made for the benefit of the Property by or on behalf of a previous owner of the Property, Customer must provide evidence in a form acceptable to counsel for the County of entitlement to claim the credit.

5.10 The provisions of this Agreement shall be binding upon and inure to the benefit of successors and assigns in title to the Property. Customer, its successors and assigns, and the owners and occupants of buildings on the Property are hereby prohibited from installing or maintaining any water supply wells or septic systems, except water irrigation purposes where reclaimed water is not available.

5.11 The County shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves fixtures or equipment on any of the properties of the customers, consumers, or users on the Property other than the water, wastewater, and reclaimed water facilities within real property conveyed or easements granted to the County in accordance with the County's policies and procedures.

5.12 Each customer on the Property shall keep all pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer and within the interior lines of the lot or tract occupied by the customer in good order and condition. The sale of water to the customer shall occur at the customer's side of the meter.

5.13 Any temporary cessation or interruption of the furnishing of water, wastewater, or reclaimed water to the Property at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of the County shall not constitute a breach of the provisions contained herein or impose liability upon the County.

5.14 No substance other than Domestic Wastewater, as such term is defined by the Florida Department of Environmental Protection, or a successor agency with jurisdiction over same (the "FDEP"), shall be placed into the wastewater system and delivered to a County line. Should any discharge to the wastewater system not meet Domestic Wastewater criteria as set forth by the FDEP, Customer, or any subsequent owner in interest, shall become subject to the County's Industrial Pretreatment Standards as said standards exist at that time, and a separate agreement shall be required for the County to provide such service.

5.15 The County reserves the right to review the amount of potable water usage and/or wastewater disposal for the Project in yearly intervals. If the amount of potable water usage and/or wastewater disposal is greater than the amount that was originally estimated for the Capital Charges on the attached Estimated Fee Statement, the County will provide an amended Fee Statement for the additional amount of potable water usage and/or wastewater disposal. The additional Capital Charges that are assessed shall be paid within 30 calendar days of the date shown on the amended Fee Statement and if not paid, shall be included on the utility customer's monthly bill for utility services and payable in accordance with the County's policies and procedures, or otherwise collected in accordance with Florida law.

SECTION 6. APPLICATION OF RULES, REGULATIONS AND RATES. Notwithstanding any provision in this Agreement, the County may establish, revise, modify and enforce rules, regulations and rates covering the provision of Water, Reclaimed Water and/or Wastewater Service to the Property. Rates charged to Customer or Customers located upon the Property shall be identical to rates charged for the same classification of service. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon Customer, upon any other entity holding by, through or under Customer, and upon any Customer of any Water, Reclaimed Water and/or Wastewater services provided to the Property by the County.

SECTION 7. PERMISSION TO CONNECT REQUIRED. Customer, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to the Water and/or Wastewater facilities of the County until approval for such connection has been granted by the County.

SECTION 8. BINDING AGREEMENT; ASSIGNMENTS BY CUSTOMER. This Agreement shall be binding upon and shall inure to the benefit of Customer, the County and their respective assigns and successors by merger, consolidation or conveyance. With the written consent of the County, this Agreement and any unconnected ERUs may be transferred to other property owned by Customer, or sold, conveyed, assigned or otherwise disposed of by Customer to a third-party owning property within the County. The County agrees not to unreasonably withhold such consent.

SECTION 9. NOTICES. Until further written notice by either Party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail or electronic mail with a copy via mail to:

TMV Properties, Inc.
Attn: Tom Flood
9300 S. Dadeland Blvd., Ste 600
Miami, FL 33156
Email: t.flood@transmetrolimited.com

McAlpine (Briarwood), Inc.
Attn: Tom Flood
3200 Bailey Lane, #199
Naples, FL 34105
Email: t.flood@transmetrolimited.com

and if to the County, shall be mailed or delivered to:

DeSoto County
201 East Oak Street, Suite 201
Arcadia. Florida 34266
Attention: Utilities Director.

SECTION 10. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of Customer and the County shall survive the completion of the work of Customer with respect to completing the Water and Wastewater facilities and services to any phase area and to the Property as a whole.

SECTION 11. ENTIRE AGREEMENT, AMENDMENTS, APPLICABLE LAW. This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect between Customer and the County, made with respect to the matters herein contained. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party,

unless such additions, alterations, variations or waivers are expressed in writing. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the County. Customer acknowledges that this Agreement is authorized by and shall be governed by Chapter 12, Article II of the DeSoto County Code of Ordinances.

SECTION 12. INDEMNIFICATION. The Customer shall indemnify the County and its respective agents and employees from and against any and all claims, liability, demands, damages, suits, actions and fees for injury or death to persons or damage to property that may arise from or be related to acts, errors, omissions of the Customer, its agents, employees, licenses or contractors, or by any person acting under the control or direction of the Customer, or by the Customer's use of the County's system. This is a continuing obligation of Customer which shall survive the termination of this Agreement.

SECTION 13. RECORDATION. The Parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of DeSoto County, Florida, at the expense of the Customer.

SECTION 14. VENUE. This Agreement shall be governed and construed in accordance with Florida law. Venue of any action to enforce the terms of this Agreement shall be in DeSoto County if filed in state court and in the Middle District of Florida if filed in federal court.

SECTION 15. EFFECTIVE DATE. This Agreement shall take effect immediately upon execution by both Parties.

SECTION 16. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the Parties can continue to be effected.

SECTION 17. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between Customer and the County:

SEE EXHIBIT "B" ATTACHED TO AND INCORPORATED IN THIS AGREEMENT IN ITS ENTIRETY AND AS A PART HEREOF.

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Customer and the County have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA

ATTEST:

_____

Steve Hickox, Chair

_____

Mandy Hines
County Administrator

Approved as to form and correctness:

_____

Valerie Vicente, County Attorney

STATE OF FLORIDA
COUNTY OF DESOTO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by _____ of DESOTO COUNTY who is ☐ personally known to me or ☐ who has produced _____ as identification and who did/did not take an oath.

_____

Notary Public State at Large
My Commission Expires:

Signed, sealed, and delivered
in the presence of:

TMV PROPERTIES, INC.,
a Delaware corporation

Witness 1:

Print Name: Ariana R. Fileman
Mailing Address:
201 W. Marion Ave. #1208
Punta Gorda FL 33950

By: _____
Tom Flood, President

Witness 2:

Print Name: Sarah E. Gielow
Mailing Address:
201 W Marion Ave. Ste 1208
Punta Gorda, FL 33950

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of April 2026 by **TOM FLOOD, as the President of TMV Properties, Inc. a Delaware corporation**, on behalf of the corporation, who is ☑ personally known to me or ☐ who has produced _____ as identification and who did/did not take an oath.

NOTARY PUBLIC STATE OF FLORIDA
ARIANA R. FILEMAN
Commission # HH 654016
Expires June 27, 2029

Notary Public State at Large
My Commission Expires:

85863744;4

Signed, sealed, and delivered
in the presence of:

Witness 1:

Nicole Kulsen
Print Name: Nicole Kulsen
Mailing Address:
173 Grand Oaks Way #203
Naples, FL 34110

Witness 2:

Lisa Kulsen
Print Name: Lisa Kulsen
Mailing Address:
2500 Aspen Creek Ln. #201
Naples, FL 34119

McALPINE (BRIARWOOD), INC.,
a Florida corporation

By: Pres. Dir.
Andrew Saluan, President

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of April 2026 by **ANDREW SALUAN, as President of McAlpine (Briarwood), Inc. a Florida corporation**, on behalf of the corporation, who is ☒ personally known to me or ☐ who has produced _____ as identification and who did/did not take an oath.

NICOLE KULSEN
MY COMMISSION EXPIRES
06-05-2027
NOTARY
PUBLIC
COMM. # HH 407015
STATE OF FLORIDA

Nicole Kulsen
Notary Public State at Large
My Commission Expires: 6/5/27

85863744;4

Exhibit "A"

LEGAL DESCRIPTION

Containing 29.61 acres more or less.

PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT No. 1557515, DATED NOVEMBER 7, 2024 @ 11:00 PM (REVISION 1)

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 23 EAST, LESS THE RIGHT-OF-WAY OF U.S. HIGHWAY 17 ON THE EAST SIDE, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA.

PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 1557510, DATED AUGUST 7, 2024 @ 11:00 PM, FOR McALPINE (BRIARWOOD), INC.

THE EAST 485.60 FEET OF THE SOUTH 200.00 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 23 EAST, LESS AND EXCEPT ROAD RIGHT-OF-WAY FOR U.S. 17 ON EAST SIDE THEREOF, DESOTO COUNTY, FLORIDA.

AND

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA.

AND

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 23 EAST, LESS AND EXCEPT THE ROAD RIGHT-OF-WAY AND ALSO LESS AND EXCEPT THE EAST 485.60 FEET OF THE SOUTH 200.00 FEET OF SAID NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA.

AND

COMMENCE AT THE NE CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 23 EAST; THENCE S00°28'55"W ALONG THE EAST LINE OF SAID TRACT, 675.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SAME LINE 120.00 FEET; THENCE N89°29'30"W AND

PARALLEL TO THE NORTH LINE OF SAID TRACT, 200.00 FEET; THENCE N00°28'55"E AND PARALLEL TO THE EAST LINE OF SAID TRACT, 120.00 FEET; THENCE S89°29'30"E 200.00 FEET TO THE POINT OF BEGINNING. FORMERLY KNOWN AS PART OF LOT 12, OGDEN ACRES, AN UNRECORDED PLAT OF DESOTO COUNTY, FLORIDA.

Parcel ID Numbers:

STRAP No.
363923000000600000
363923000000610000
363923025400000121
363923000001100000
363923000001000000
363923000001010000

Exhibit "B"

SPECIAL CONDITIONS

Pursuant to Paragraph 17, the following are the Special Conditions mutually agreed upon between the Customer and the County. To the extent that these Special Conditions may conflict with the recitals or provisions contained within the Agreement, these Special Conditions shall prevail.

1. Provided Customer shall have complied with the requirements herein, the Customer is hereby granted **49 Water and 49 Phase 1 Wastewater ERUs** for central Water and Wastewater service at the Property which shall be allocated to Customer under the following conditions:

    a. On the date of the County's approval of this Agreement, Customer shall pay DeSoto County the adopted Capital Charge for 49 Water and 49 Phase 1 Wastewater ERUs reserved for Customer by this Agreement.

    b. Customer shall pay DeSoto County all adopted fees to include Plan Review Fee, the required Permit and Inspection Fees, and any other adopted fees or charges.

2. The first day of the month following the month in which ERUs paid for under this Agreement are available and are allocated to Customer, and on each monthly anniversary date thereafter, Customer shall pay to the County the adopted Capacity Reservation charge for each unconnected or unused ERU for which Capital Charges have been paid, prorated based upon the period of time during the year when such ERU'S were unconnected or unused.

3. The first day of the month following the month in which ERUs paid for under this Agreement are available and are allocated to Customer, and on each monthly anniversary date thereafter, Customer shall pay to the County the adopted Maintenance Fee for each unconnected or unused ERU for which Capital Charges have been paid, prorated based upon the period of time during the year when such ERUs were unconnected or unused.

4. Customer shall timely pay all adopted Capacity Reservation charges and Maintenance Fees in accordance with this Agreement and Chapter 12, Article II of the DeSoto County Code of Ordinances.

5. Customer shall be responsible for design, permitting and construction of all required utility infrastructure, both on and off-site, to comply with the DeSoto County Utilities Manual of Standards and Specifications for the Construction of Water and/or Wastewater and all regulatory agencies' requirements for the development of the Property.

6. Customer may connect the 49 Water and 49 Wastewater ERUs in phases. Adopted base and volume charges shall be due upon connection of each ERU.

7. Customer may convey, assign or otherwise dispose of this Agreement and the ERUs allocated hereby as provided in Section 8 of the Agreement, above.

Exhibit "C"

ESTIMATED FEE STATEMENT

$2,046.00 Capital Charge for each Water ERU (49 x $2,182 = $106,918)

$4,422.00 Capital Charge for each Wastewater ERU (49 x $4,703 = $230,447)

$22.87 Monthly Reservation fee for each unconnected Water ERU

$19.56 Monthly Reservation fee for each unconnected Wastewater ERU

$3.00 Monthly Maintenance fee for each unconnected Water ERU

$3.00 Monthly Maintenance fee for each unconnected Wastewater ERU

DeSoto County

4/28/2026

Item #: 8.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Choose an item.

DEPARTMENT: Utilities
SUBMITTED BY: **Jeannine Tatum**
PRESENTED BY: **Greg Harris**

TITLE & DESCRIPTION:
Preserve Utility Easement - Preserve Phase 3

REQUESTED MOTION:
Motion to accept the Utility Easement for the Preserve Phase 3 Project, and authorize recording of same

SUMMARY:
The Preserve (formerly known as Sonoma Preserve) is nearing completion of the construction of their Phase 3 project. The project includes water and sewer utilities within the private property which will be owned and maintained by Desoto County. The proposed easement grants access to Desoto County to maintain these facilities.

BACKGROUND:
The Preserve Phase 3 project has an onsite water system compromised of water mains, service laterals and meters. The onsite sewer system is comprised of gravity mains, service laterals, a master lift station and a force main. Both systems connect water and sewer mains within the previously accepted Phase 1 and 2 project limits. These systems were installed by the developer's contractor. The County has previously committed to owning and maintaining these systems. The County has had representatives witness required tests and has received acceptable as-built drawings including all components to be owned and maintained by the County. The County will also sign off on FDEP clearance documents, and the system will be ready for use as soon as it is approved. The easement will be recorded with the Desoto County Clerk of Court.

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.

Inst: 20231400 Date: 04/28/2023 Time: 8:42AM
, Nadia K. Daughtrey,
Clerk of Court Desoto, County, By: AR
Deputy Clerk

UTILITY SERVICE AND CONVEYANCE AGREEMENT for PRESERVE DESOTO TWO, LLC

THIS AGREEMENT made and entered into this 25th day of April, 2023, by and between **Preserve DeSoto Two, LLC**, a Delaware limited liability company authorized to transact business in the State of Florida whose address is 12401 W. Okeechobee Road, Suite 257, Hialeah Gardens, Florida 33018, hereinafter referred to as "Customer", and **DeSoto County, Florida**, a political subdivision located within the State of Florida, hereinafter referred to as the "County", hereinafter collectively referred to as the "Parties".

RECITALS

1. The Customer owns or controls lands located in DeSoto County, Florida, and described in Exhibit" A " attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property", and Customer has or is about to develop the Property by erecting thereon, residential or commercial improvements to be known as The Preserve (hereinafter the "Project").

2. The Customer is desirous of receiving central Water and Wastewater service for Phases 3 and 4 the Project to be located on the Property.

3. The County currently has Water and Wastewater treatment capacity that can be immediately allocated to Phase 3 of the Project.

4. The County is willing to provide available Water and Wastewater treatment capacity, in accordance with the provisions and stipulations of this Agreement and in accordance with all applicable laws, and to operate such central Water and Wastewater system so the Property will receive Water and Wastewater service from the County to support Phase 3 of the Project.

5. The County shall provide, and the Customer shall acquire, pay Capital Charges for, and reserve **321 Equivalent Residential Units ("ERUs")** of Water and Wastewater treatment capacity in its central Water and Wastewater system **("Phase 1 Wastewater ERUs")** for a portion of the Customer's Project pursuant to the terms and conditions outlined in this Agreement; Chapter 12, Article II of the DeSoto County Code of Ordinances; and Ordinance No. 2021-14 codified as Section 12-36, DeSoto County Code of Ordinances.

NOW, THEREFORE, in consideration of the preceding clauses, the following mutual promises, representations, agreements and other good and valuable consideration, the delivery, receipt and sufficiency of which is hereby acknowledged, the Parties agree for themselves and their permitted successors and assigns as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and are a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Other definitions and references used have the meaning indicated in DeSoto County Code of Ordinances:

(1) "Agreement" - This Utility Service and Conveyance Agreement for Water and a Phase 1 Wastewater ERU allocation with Preserve DeSoto Two, LLC, and all exhibits and amendments that may be added thereto in the future, including but not limited to Exhibit A, the legal description of the Property, and Exhibit B, Special Conditions, attached hereto and made a part hereof by reference.

(2) "Capacity Reservation Charge" - A charge adopted by the County Board of County Commissioners and levied by the County to reserve capacity in the County Water and Wastewater facilities for the Customer.

(3) "Capital Charge" - A charge adopted by the County Board of County Commissioners and levied by the County to pay for Water and Wastewater infrastructure construction, repair and/or expansion and other capital costs associated with linking the Property into the County's central Water and Wastewater systems. This charge is sometimes referred to as an impact fee.

(4) "Contribution-in-Aid-of-Construction" - The sum of money, and/or property, represented by the value of the Water and Wastewater collection systems constructed by Customer, which Customer covenants and agrees to convey to the County as a contribution-in-aid-of-construction to induce the County to provide Wastewater service to the Property.

(5) "Equivalent Residential Unit" or "ERU" - Calculation of total gallons of Water and Wastewater divided by the average number of single-family residence customers divided by 365 days.

(6) "Phase 1 Wastewater ERUs" – Those ERUs identified in Ordinance 2021-14, codified as Section 12-36, DeSoto County Code of Ordinances, which are available through wastewater treatment plant rehabilitation, rerating, sprayfield irrigation expansion and collection system upgrades.

(7) "Point of Collection" - The point where the County's facilities are connected with the facilities of the Customer. Unless otherwise indicated, the Point of Collection shall be at a point at the Property line where utilities enter the public right-of-way.

SECTION 3. PROVISION OF SERVICE. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Customer, the County covenants and agrees that it will allow the connection of Water and Wastewater facilities installed by Customer to the central utility system of the County in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with requirements of DeSoto County Code of Ordinances, and the rules and regulations of the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection.

SECTION 4. REAL PROPERTY CONVEYANCES. Customer hereby grants an easement and right of access to the County to access, maintain, service or read Water and Wastewater facilities constructed by Customer, including interconnect(s) and meters located on the Property. Customer shall convey said easement and right of access to the County at the time of, and as a condition of, the County interconnecting its central Water and Wastewater facilities with those of Customer in order to provide service to the Property.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION AND CONVEYANCE OF FACILITIES.

5.1 So that the County may continuously provide the Property with central Water and Wastewater services, and as a condition of receiving such service, Customer hereby covenants and agrees to pay for the design, permitting and construction, and to thereafter transfer to the County ownership and control of Water and Wastewater facilities designed, permitted and/or constructed by the Customer either on the Property or in the right-of-way, as a Contribution-in-Aid-of-Construction. All conveyances of said personal property shall be accompanied by an owner's affidavit, bill or sale, and/or an attorney's opinion of title, satisfactory to the County, establishing Customer's rights to convey said personal property to the exclusion of any other person in interest. The County agrees that the acceptance of the Customer's Water and Wastewater facilities shall constitute the assumption of responsibility by the County for the continuous operation and maintenance of such facilities from that date forward.

5.2 Customer shall provide the County with engineering plans and specifications of the type and in the form as prescribed by the County, showing the on-site and off-site Water and Wastewater facilities proposed to be installed to provide Service to the subject Property. The County will advise Customer's engineer of any sizing requirements as mandated by the County's policies and utility standards for the preparation of plans and specifications of facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time.

5.3 During the construction of any Customer Water and Wastewater facilities, the County shall have the right to inspect such installation to determine compliance with plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration/vacuum, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the County upon completion of construction.

5.4 All installations by Customer or its contractor shall be warranted for at least two years from the date of acceptance by the County. Mortgagee(s), contractors, builders, subcontractors, materialmen or any others, if any, holding prior liens on personal property constructed within the public right-of-way to be conveyed to the County, shall be required to release such liens, subordinate their position and join in the grant or dedication of said personal property.

5.5 Payment of the Contributions-in-Aid-of-Construction does not and will not result in the County waiving any of its rates, rate schedules or rules and regulations, allocations fees, and their enforcement shall not be affected in any manner whatsoever by Customer making the contribution. The County shall not be obligated for any reason whatsoever nor shall the County pay any interest or rate of interest upon the Contributions-in-Aid-of-Construction.

SECTION 6. APPLICATION OF RULES, REGULATIONS AND RATES. Notwithstanding any provision in this Agreement, the County may establish, revise, modify and enforce rules, regulations and rates covering the provision of Water, Reclaimed Water and/or Wastewater Service to the Property. Rates charged to Customer or Customers located upon the Property shall be identical to rates charged for the same classification of service. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon Customer, upon any other entity holding by, through or under Customer, and upon any Customer of any Water, Reclaimed Water and/or Wastewater services provided to the Property by the County.

SECTION 7. PERMISSION TO CONNECT REQUIRED. Customer, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to the Water and/or Wastewater facilities of the County until approval for such connection has been granted by the County.

SECTION 8. BINDING AGREEMENT; ASSIGNMENTS BY CUSTOMER. This Agreement shall be binding upon and shall inure to the benefit of Customer, the County and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by Customer

without the written consent of the County first having been obtained. The County agrees not to unreasonably withhold such consent.

SECTION 9. NOTICES. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to: Preserve DeSoto Two, LLC, 12401 W. Okeechobee Road, Suite 257, Hialeah Gardens, Florida 33018; and if to the County, shall be mailed or delivered to DeSoto County, 201 East Oak Street, Suite 201, Arcadia. Florida 34266. Attention: Utilities Director.

SECTION 10. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of Customer and the County shall survive the completion of the work of Customer with respect to completing the Water and Wastewater facilities and services to any phase area and to the Property as a whole.

SECTION 11. ENTIRE AGREEMENT, AMENDMENTS, APPLICABLE LAW. This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect between Customer and the County, made with respect to the matters herein contained. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the County.

SECTION 12. INDEMNIFICATION. The Customer shall indemnify the County and its respective agents and employees from and against any and all claims, liability, demands, damages, suits, actions and fees for injury or death to persons or damage to property that may arise from or be related to acts, errors, omissions of the Customer, its agents, employees, licenses or contractors, or by any person acting under the control or direction of the Customer, or by the Customer's use of the County's system. This is a continuing obligation of Customer which shall survive the termination of this Agreement.

SECTION 13. RECORDATION. The Parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of DeSoto County, Florida, at the expense of the Customer.

SECTION 14. VENUE. This Agreement shall be governed and construed in accordance with Florida law. Venue of any action to enforce the terms of this Agreement shall be in DeSoto County if filed in state court and in the Middle District of Florida if filed in federal court.

SECTION 15. EFFECTIVE DATE. This Agreement shall take effect immediately upon execution by both Parties.

SECTION 16. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the Parties can continue to be effected.

SECTION 17. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between Customer and the County:

SEE EXHIBIT "B" ATTACHED TO AND INCORPORATED IN THIS AGREEMENT IN ITS ENTIRETY AND AS A PART HEREOF.

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Customer and the County have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA

Judy Schaefer

Judy Schaefer, Chair

ATTEST:

Mandy Hines

Mandy Hines
County Administrator

Approved as to form and correctness:

Donald D. Conn, County Attorney

STATE OF FLORIDA
COUNTY OF DESOTO

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25th day of April, 2023 by Judy Schaefer of DESOTO COUNTY who is ☑ personally known to me or ☐ who has produced _____ as identification and who did/did not take an oath.

Sylvia Altman

Notary Public State at Large
My Commission Expires:

SYLVIA D ALTMAN
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG976688
MY COMMISSION EXPIRES MAY. 26, 2024

PRESERVE DESOTO TWO, LLC,

x: _____

By: ELLEN WEIL
(print name)

Its MANAGER
(title)

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 23 day of MARCH, 2023 by ELLEN WEIL of PRESERVE DESOTO TWO, LLC who is ☐ personally known to me or ☐ who has produced _____ as identification and who did/did not take an oath.

_____
Notary Public State at Large
My Commission Expires:

OLGA GRAFALS
MY COMMISSION # HH 225290
EXPIRES: March 3, 2026

Exhibit A

LEGAL DESCRIPTION FOR PHASES 3-4

A tract or parcel of land lying in Sections 32 and 33, Township 39 South, Range 23 East, Desoto County, Florida, said tract or parcel being more particularly described as follows:

Beginning at the East Quarter Comer of said Section 32, run S89°0l'56"E along the North line of the Southwest Quarter (SW 1/4) of said Section 33 for 2,647.93 feet to the Northeast corner of said Fraction; thence run S00°32'40"E along the East line of said Fraction for 2,657.46 feet to the Southeast corner of said Fraction; thence run N89°33'I 9"W along the South line of said Fraction for 2,662.25 feet to the Southeast Corner of said Section 32; thence run N00° l 3'38"W along the East line of the Southeast Qua l 1er (SE 1/4) said Section 32 for 50.00 feet to an intersection with the North line of the South 50 feet of said Section 32; thence run the following two (2) courses along said North line: N89°38'48"W for 2,602.6 I feet and N89°29'29"W for 48.25 feet to an intersection with the Easterly right of way line of Boland Street, being 30 feet Easterly as measured perpendicular to the center line thereof, as shown on the record plat of "Loreda Park" recorded in Plat Book 4, Page 19 of the Public Records of Desoto County, Florida; thence run N00°04'20"E along said Easterly right of way for 2,382.71 feet; thence run S89°55'40"E for 999.56 feet; thence run N81°53'14"E for 1,654.37 feet to the POINT OF BEGINNING.

Containing 312.17 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West State Plane (NADI983/NSRS 2007) and are based on the North line of the Southwest Quarter (SW 1/4) of said Section 33 to bear S89°0l '56"E.

Exhibit B

SPECIAL CONDITIONS

Pursuant to Paragraph 17, the following are the Special Conditions mutually agreed upon between the Customer and the County. To the extent that these Special Conditions may conflict with the recitals or provisions contained within the Agreement, these Special Conditions shall prevail.

1. Provided Customer shall have complied with the requirements herein, the Customer is hereby granted **321 Water and 321 Phase 1 Wastewater ERUs** for central Water and Wastewater service at the Property which shall be allocated to Customer under the following conditions:

    a. On the date of the County's approval of this Agreement, Customer shall pay DeSoto County the adopted Capital Charge for 321 Water and 321 Phase 1 Wastewater ERUs reserved for Customer by this Agreement.

    b. Customer shall pay DeSoto County all required fees to include Plan Review Fee, the required Permit and Inspection Fees, and any other required fees or charges.

2. The first day of the month following the month in which ERUs paid for under this Agreement are available and are allocated to Customer, and on each monthly anniversary date thereafter, Customer shall pay to the County the adopted Capacity Reservation charge for each unconnected or unused ERU for which Capital Charges have been paid, prorated based upon the period of time during the year when such ERU'S were unconnected or unused.

3. The first day of the month following the month in which ERUs paid for under this Agreement are available and are allocated to Customer, and on each monthly anniversary date thereafter, Customer shall pay to the County the adopted Maintenance Fee for each unconnected or unused ERU for which Capital Charges have been paid, prorated based upon the period of time during the year when such ERUs were unconnected or unused.

4. Customer shall timely pay all Capacity Reservation charges and Maintenance Fees in accordance with this Agreement and Chapter 12, Article II of the DeSoto County Code of Ordinances.

5. Customer shall be responsible for design, permitting and construction of all required utility infrastructure, both on and off-site, to comply with the DeSoto County Utilities Manual of Standards and Specifications for the Construction of

Water and/or Wastewater and all regulatory agencies' requirements for the development of the Property.

6. Customer acknowledges that this Agreement is authorized by and shall be governed by Chapter 12, Article II of the DeSoto County Code of Ordinances.

DESCRIPTION

Parcel in
Section 32, Township 39 South, Range 23East,
Desoto County, Florida

A tract or parcel of land lying in Section 32, Township 39 South, Range 23 East, Desoto County, Florida, said tract or parcel being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 32 run S00°13'38"E along the East line of the Southeast Quarter (SE 1/4) of said Section 32 for 124.52 feet; thence run S89°46'22"W for 2,029.58 feet to Southerly Most corner of an existing Florida Power and Light Company Easement described in a deed recorded in Instrument No. 202014005208, Desoto County Records and the POINT OF BEGINNING.
From said Point of Beginning run S00°00'00"E for 26.18 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 478.00 feet (delta 21°56'14") (chord bearing S10°58'07"E) (chord 181.90 feet) for 183.01 feet to a point of tangency; thence run S21°56'14"E for 369.88 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 522.00 feet (delta 07°42'57") (chord bearing S18°04'45"E) (chord 70.24 feet) for 70.30 feet to a point of tangency; thence run S14°13'17"E for 174.74 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 88.00 feet (delta 63°43'44") (chord bearing S46°05'09"E) (chord 92.91 feet) for 97.88 feet to a point of tangency; thence run S77°57'01"E for 59.33 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N57°02'59"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N12°02'59"E for 74.98 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 462.00 feet (delta 33°55'08") (chord bearing N29°00'33"E) (chord 269.53 feet) for 273.50 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 72°42'18") (chord bearing N09°36'58"E) (chord 15.41 feet) for 16.50 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 140.00 feet (delta 182°58'39") (chord bearing N64°45'08"E) (chord 279.91 feet) for 447.10 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 72°42'18") (chord bearing S60°06'41"E) (chord 15.41 feet) for 16.50 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 462.00 feet (delta 08°52'15") (chord bearing S79°06'02"W) (chord 71.46 feet) for 71.53 feet to a point of compound curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 109°47'09") (chord bearing N19°46'20"E) (chord 21.27 feet) for 24.91 feet to a point of compound curvature; thence run Southwesterly along an arc of a curve to the left of radius 96.00 feet (delta 160°15'14") (chord bearing S64°45'08"W) (chord 189.16 feet) for 268.51 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 109°47'09") (chord bearing S70°16'03"E) (chord 21.27 feet) for 24.91 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the right of radius 462.00 feet (delta 66°31'59") (chord bearing N88°06'22"E) (chord 506.85 feet) for 536.48 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 64°09'33") (chord bearing N89°17'34"E) (chord 13.81 feet) for 14.56 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 140.00 feet (delta 165°35'29") (chord bearing S39°59'28"E) (chord 277.79 feet) for 404.62 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 64°09'33") (chord bearing S10°43'30"W) (chord 13.81 feet) for 14.56 feet to a

DESCRIPTION (CONTINUED)

point of compound curvature; thence run Northwesterly along an arc of a curve to the left of radius 462.00 feet (delta 09°43'19") (chord bearing N26°12'56"W) (chord 78.30 feet) for 78.39 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 126°26'19") (chord bearing N85°42'15"E) (chord 23.21 feet) for 28.69 feet to a point of compound curvature; thence run Northwesterly along an arc of a curve to the left of radius 96.00 feet (delta 124°57'06") (chord bearing N39°59'28"W) (chord 170.27 feet) for 209.36 feet to a point of compound curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 126°26'19") (chord bearing S14°18'50"W) (chord 23.21 feet) for 28.69 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 462.00 feet (delta 33°12'35") (chord bearing S32°18'02"E) (chord 264.05 feet) for 267.79 feet to a point of tangency; thence run S15°41'44"E for 354.18 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 85°08'19") (chord bearing S58°15'54"E) (chord 17.59 feet) for 19.32 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 400.00 feet (delta 09°43'22") (chord bearing S74°18'16"W) (chord 67.80 feet) for 67.88 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 85°08'19") (chord bearing N26°52'25"E) (chord 17.59 feet) for 19.32 feet to a point of tangency; thence run N15°41'44"W for 88.53 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N60°41'44"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S74°18'16"W for 21.00 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 122.00 feet (delta 90°00'00") (chord bearing N60°41'44"W) (chord 172.53 feet) for 191.64 feet to a point of tangency; thence run N15°41'44"W for 130.65 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 262.00 feet (delta 152°15'16") (chord bearing S88°10'37"W) (chord 508.72 feet) for 696.22 feet to a point of tangency; thence run S12°02'59"W for 74.98 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S32°57'01"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N77°57'01"W for 70.00 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N57°02'59"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N12°02'59"E for 74.98 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 306.00 feet (delta 152°15'16") (chord bearing N88°10'37"E) (chord 594.15 feet) for 813.15 feet to a point of tangency; thence run S15°41'44"E for 130.65 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 78.00 feet (delta 90°00'00") (chord bearing S60°41'44"E) (chord 110.31 feet) for 122.52 feet to a point of tangency; thence run N74°18'16"E for 21.00 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N29°18'16"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N15°41'44"W for 195.65 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 418.00 feet (delta 152°15'16") (chord bearing S88°10'37"W) (chord 811.61 feet) for 1,110.77 feet to a point of tangency; thence run S12°02'59"W for 74.98 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S32°57'01"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S77°57'01"E for 350.21 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 772.00 feet (delta 36°12'12") (chord bearing S59°50'55"E) (chord 479.73 feet) for 487.80 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 81°43'25") (chord bearing S82°36'31"E) (chord 17.01 feet) for 18.54 feet to a point of tangency; thence run N56°31'47"E for 60.41 feet to a point of

DESCRIPTION (CONTINUED)

curvature; thence run Easterly along an arc of a curve to the right of radius 400.00 feet (delta 53°40'17") (chord bearing N83°21'55"E) (chord 361.15 feet) for 374.70 feet to a point of tangency; thence run S69°47'57"E for 96.90 feet to a point of curvature; thence run Easterly along an arc of a curve to the left of radius 728.00 feet (delta 09°03'45") (chord bearing S74°19'49"E) (chord 115.03 feet) for 115.15 feet to a point of tangency; thence run S78°51'42"E for 45.14 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N56°08'18"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N11°08'18"E for 62.88 feet; thence run S78°51'42"E for 44.00 feet; thence run S11°08'18"W for 478.25 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 372.00 feet (delta 71°08'59") (chord bearing S46°42'48"W) (chord 432.83 feet) for 461.95 feet to a point of tangency; thence run S82°17'17"W for 92.48 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S37°17'17"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N07°42'43"W for 70.00 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S52°42'43"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N82°17'17"E for 92.48 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 328.00 feet (delta 71°08'59") (chord bearing N46°42'48"E) (chord 381.64 feet) for 407.31 feet to a point of tangency; thence run N11°08'18"E for 345.37 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N33°51'42"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N78°51'42"W for 45.14 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 772.00 feet (delta 09°03'45") (chord bearing N74°19'49"W) (chord 121.98 feet) for 122.11 feet to a point of tangency; thence run N69°47'57"W for 96.90 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 356.00 feet (delta 53°40'17") (chord bearing S83°21'55"W) (chord 321.42 feet) for 333.48 feet to a point of tangency; thence run S56°31'47"W for 53.41 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 93°08'24") (chord bearing S09°57'35"W) (chord 18.88 feet) for 21.13 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 772.00 feet (delta 06°16'48") (chord bearing S33°28'13"E) (chord 84.58 feet) for 84.62 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 93°08'24") (chord bearing S76°54'01"E) (chord 18.88 feet) for 21.13 feet to a point of tangency; thence run N56°31'47"E for 53.41 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 244.00 feet (delta 53°40'17") (chord bearing N83°21'55"E) (chord 220.30 feet) for 228.56 feet to a point of tangency; thence run S69°47'57"E for 96.90 feet to a point of curvature; thence run Easterly along an arc of a curve to the left of radius 884.00 feet (delta 09°03'45") (chord bearing S74°19'49"E) (chord 139.68 feet) for 139.82 feet to a point of tangency; thence run S78°51'42"E for 45.14 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N56°08'18"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S11°08'18"W for 70.00 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N33°51'42"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N78°51'42"W for 45.14 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 928.00 feet (delta 09°03'45") (chord bearing N74°19'49"W) (chord 146.63 feet) for 146.78 feet to a point of tangency; thence run N69°47'57"W for 96.90 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 200.00 feet (delta 53°40'17") (chord

DESCRIPTION (CONTINUED)

bearing S83°21'55"W) (chord 180.57 feet) for 187.35 feet to a point of tangency; thence run S56°31'47"W for 60.41 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 81°43'25") (chord bearing S15°40'04"W) (chord 17.01 feet) for 18.54 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 772.00 feet (delta 17°28'55") (chord bearing S16°27'11"E) (chord 234.64 feet) for 235.55 feet to a point of tangency; thence run S07°42'43"E for 589.51 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 278.00 feet (delta 74°15'43") (chord bearing S44°50'35"E) (chord 335.62 feet) for 360.32 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 97°39'40") (chord bearing N49°11'43"E) (chord 19.57 feet) for 22.16 feet to a point of tangency; thence run N00°21'53"E for 214.19 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 250.00 feet (delta 30°39'13") (chord bearing N14°57'43"W) (chord 132.16 feet) for 133.75 feet to a point of tangency; thence run N30°17'19"W for 203.07 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 72°55'55") (chord bearing N66°45'17"W) (chord 15.45 feet) for 16.55 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the left of radius 372.00 feet (delta 10°39'19") (chord bearing N71°27'06"E) (chord 69.08 feet) for 69.18 feet to a point of compound curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 96°24'46") (chord bearing S17°55'03"W) (chord 19.38 feet) for 21.88 feet to a point of tangency; thence run S30°17'19"E for 188.53 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 294.00 feet (delta 30°39'13") (chord bearing S14°57'43"E) (chord 155.42 feet) for 157.29 feet to a point of tangency; thence run S00°21'53"W for 216.55 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S44°38'07"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S89°38'07"E for 86.00 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N45°21'53"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N00°21'53"E for 216.55 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 406.00 feet (delta 30°39'13") (chord bearing N14°57'43"W) (chord 214.63 feet) for 217.21 feet to a point of tangency; thence run N30°17'19"W for 188.53 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 96°24'46") (chord bearing N78°29'42"W) (chord 19.38 feet) for 21.88 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the left of radius 372.00 feet (delta 10°39'19") (chord bearing N47°58'15"E) (chord 69.08 feet) for 69.18 feet to a point of compound curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 72°55'55") (chord bearing S06°10'38"W) (chord 15.45 feet) for 16.55 feet to a point of tangency; thence run S30°17'19"E for 203.07 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 450.00 feet (delta 30°39'13") (chord bearing S14°57'43"E) (chord 237.89 feet) for 240.75 feet to a point of tangency; thence run S00°21'53"W for 216.55 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S44°38'07"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S89°38'07"E for 88.45 feet; thence run S00°26'41"W for 44.00 feet; thence run N89°38'07"W for 279.06 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 322.00 feet (delta 81°55'24") (chord bearing N48°40'25"W) (chord 422.18 feet) for 460.41 feet to a point of tangency; thence run N07°42'43"W for 589.51 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 728.00 feet (delta 70°14'18") (chord bearing N42°49'52"W) (chord 837.61 feet) for 892.45 feet to a point of tangency; thence run N77°57'01"W for 100.05 feet to a

DESCRIPTION (CONTINUED)

point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S57°02'59"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S12°02'59"W for 108.00 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S32°57'01"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S77°57'01"E for 100.05 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 594.00 feet (delta 35°12'17") (chord bearing S60°20'52"E) (chord 359.26 feet) for 364.98 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 86°41'40") (chord bearing S86°05'34"E) (chord 17.85 feet) for 19.67 feet to a point of tangency; thence run N50°33'36"E for 108.15 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 92°48'21") (chord bearing N04°09'26"E) (chord 18.83 feet) for 21.06 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 728.00 feet (delta 05°36'42") (chord bearing S39°26'24"E) (chord 71.27 feet) for 71.30 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 92°48'21") (chord bearing N83°02'13"W) (chord 18.83 feet) for 21.06 feet to a point of tangency; thence run S50°33'36"W for 195.25 feet; thence run N39°26'24"W for 44.00 feet; thence run N50°33'36"E for 16.96 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 93°44'13") (chord bearing N03°41'30"E) (chord 18.97 feet) for 21.27 feet to a point of compound curvature; thence run Northwesterly along an arc of a curve to the left of radius 550.00 feet (delta 34°46'24") (chord bearing N60°33'49"W) (chord 328.70 feet) for 333.80 feet to a point of tangency; thence run N77°57'01"W for 100.05 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S57°02'59"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S12°02'59"W for 18.00 feet; thence run N77°57'01"W for 44.00 feet; thence run N12°02'59"E for 196.00 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N32°57'01"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N77°57'01"W for 110.73 feet; thence run S12°02'59"W for 38.00 feet; thence run N77°57'01"W for 30.00 feet; thence run N12°02'59"E for 38.00 feet; thence run N77°57'01"W for 168.76 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 132.00 feet (delta 63°43'44") (chord bearing N46°05'09"W) (chord 139.37 feet) for 146.82 feet to a point of tangency; thence run N14°13'17"W for 174.74 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 478.00 feet (delta 07°42'57") (chord bearing N18°04'45"W) (chord 64.32 feet) for 64.37 feet to a point of tangency; thence run N21°56'14"W for 369.88 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 522.00 feet (delta 02°50'53") (chord bearing N20°30'47"W) (chord 25.95 feet) for 25.95 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 95°33'58") (chord bearing N66°52'19"W) (chord 19.26 feet) for 21.68 feet to a point of tangency; thence run S65°20'42"W for 221.68 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 409.00 feet (delta 89°01'13") (chord bearing S20°50'05"W) (chord 573.45 feet) for 635.46 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 95°04'14") (chord bearing S71°12'38"E) (chord 19.18 feet) for 21.57 feet to a point of tangency; thence run N61°15'15"E for 86.43 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 83°31'02") (chord bearing N19°29'44"E) (chord 17.32 feet) for 18.95 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 297.00 feet (delta 87°36'29") (chord bearing N21°32'27"E) (chord 411.16 feet) for 454.13 feet to a point of tangency; thence

DESCRIPTION (CONTINUED)

run N65°20'42"E for 216.93 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 87°16'56") (chord bearing N21°42'14"E) (chord 17.94 feet) for 19.80 feet to a point of tangency; thence run S21°56'14"E for 70.08 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 92°43'04") (chord bearing N68°17'46"W) (chord 18.82 feet) for 21.04 feet to a point of tangency; thence run S65°20'42"W for 213.61 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 253.00 feet (delta 116°28'23") (chord bearing S07°06'30"W) (chord 430.22 feet) for 514.31 feet to a point of tangency; thence run S51°07'41"E for 167.27 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 522.00 feet (delta 18°07'42") (chord bearing S42°03'50"E) (chord 164.47 feet) for 165.16 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 84°18'10") (chord bearing S75°09'04"E) (chord 17.45 feet) for 19.13 feet to a point of tangency; thence run N62°41'52"E for 14.38 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 228.00 feet (delta 35°24'41") (chord bearing N44°59'31"E) (chord 138.68 feet) for 140.91 feet to a point of tangency; thence run N27°17'10"E for 55.71 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 322.00 feet (delta 11°11'48") (chord bearing N32°53'04"E) (chord 62.82 feet) for 62.92 feet to a point of tangency; thence run N38°28'58"E for 20.75 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 76°01'55") (chord bearing N00°28'00"E) (chord 16.01 feet) for 17.25 feet to a point of compound curvature; thence run Southeasterly along an arc of a curve to the left of radius 132.00 feet (delta 27°56'09") (chord bearing S51°31'02"E) (chord 63.72 feet) for 64.36 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 76°01'55") (chord bearing S76°29'55"W) (chord 16.01 feet) for 17.25 feet to a point of tangency; thence run S38°28'58"W for 20.75 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 278.00 feet (delta 11°11'48") (chord bearing S32°53'04"W) (chord 54.24 feet) for 54.33 feet to a point of tangency; thence run S27°17'10"W for 55.71 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 272.00 feet (delta 35°24'41") (chord bearing S44°59'31"W) (chord 165.45 feet) for 168.11 feet to a point of tangency; thence run S62°41'52"W for 11.73 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S17°41'52"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S27°18'08"E for 266.13 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 278.00 feet (delta 26°39'34") (chord bearing S40°37'55"E) (chord 128.19 feet) for 129.35 feet to a point of tangency; thence run S53°57'42"E for 79.29 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 522.00 feet (delta 51°00'28") (chord bearing S28°27'28"E) (chord 449.52 feet) for 464.71 feet to a point of tangency; thence run S02°57'14"E for 134.74 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 322.00 feet (delta 93°19'07") (chord bearing S43°42'20"W) (chord 468.37 feet) for 524.45 feet to a point of tangency; thence run N89°38'07"W for 660.23 feet; thence run N00°21'53"E for 44.00 feet; thence run S89°38'07"E for 660.23 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 278.00 feet (delta 93°19'07") (chord bearing N43°42'20"E) (chord 404.37 feet) for 452.78 feet to a point of tangency; thence run N02°57'14"W for 134.74 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 478.00 feet (delta 51°00'28") (chord bearing N28°27'28"W) (chord 411.63 feet) for 425.54 feet to a point of tangency; thence run N53°57'42"W for 79.29 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 322.00 feet (delta 26°39'34") (chord bearing N40°37'55"W) (chord

DESCRIPTION (CONTINUED)

148.48 feet) for 149.82 feet to a point of tangency; thence run N27°18'08"W for 266.13 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N72°18'08"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S62°41'52"W for 31.00 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 68.00 feet (delta 90°00'00") (chord bearing S17°41'52"W) (chord 96.17 feet) for 106.81 feet to a point of tangency; thence run S27°18'08"E for 240.25 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 322.00 feet (delta 100°17'44") (chord bearing S22°50'44"W) (chord 494.40 feet) for 563.66 feet to a point of tangency; thence run S72°59'36"W for 78.72 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 178.00 feet (delta 72°37'43") (chord bearing S36°40'45"W) (chord 210.83 feet) for 225.63 feet to a point of tangency; thence run S00°21'53"W for 50.53 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S44°38'07"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S89°38'07"E for 552.23 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 122.00 feet (delta 93°19'07") (chord bearing N43°42'20"E) (chord 177.46 feet) for 198.70 feet to a point of tangency; thence run N02°57'14"W for 140.68 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 278.00 feet (delta 79°18'03") (chord bearing N42°36'15"W) (chord 354.78 feet) for 384.77 feet to a point of compound curvature; thence run Southwesterly along an arc of a curve to the left of radius 13.00 feet (delta 89°08'23") (chord bearing S53°10'31"W) (chord 18.25 feet) for 20.23 feet to a point of compound curvature; thence run Northerly along an arc of a curve to the left of radius 322.00 feet (delta 12°01'58") (chord bearing N02°35'21"E) (chord 67.50 feet) for 67.62 feet to a point of compound curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 79°54'25") (chord bearing S43°22'51"E) (chord 16.70 feet) for 18.13 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 322.00 feet (delta 80°22'49") (chord bearing S43°08'38"E) (chord 415.59 feet) for 451.73 feet to a point of tangency; thence run S02°57'14"E for 140.68 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 166.00 feet (delta 93°19'07") (chord bearing S43°42'20"W) (chord 241.46 feet) for 270.37 feet to a point of tangency; thence run N89°38'07"W for 552.23 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S45°21'53"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S00°21'53"W for 86.00 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S44°38'07"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N89°38'07"W for 70.00 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N45°21'53"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N00°21'53"E for 206.53 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 222.00 feet (delta 72°37'43") (chord bearing N36°40'45"E) (chord 262.94 feet) for 281.41 feet to a point of tangency; thence run N72°59'36"E for 78.72 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 278.00 feet (delta 100°17'44") (chord bearing N22°50'44"E) (chord 426.84 feet) for 486.64 feet to a point of tangency; thence run N27°18'08"W for 240.25 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 112.00 feet (delta 90°00'00") (chord bearing N17°41'52"E) (chord 158.39 feet) for 175.93 feet to a point of tangency; thence run N62°41'52"E for 27.96 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 96°33'30") (chord bearing N14°25'06"E) (chord 19.41 feet) for 21.91 feet to a point of compound curvature; thence

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Civil Engineers, Land Surveyors and Planners

DESCRIPTION (CONTINUED)

run Northwesterly along an arc of a curve to the left of radius 478.00 feet (delta 17°16'02") (chord bearing N42°29'40"W) (chord 143.51 feet) for 144.06 feet to a point of tangency; thence run N51°07'41"W for 167.27 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 297.00 feet (delta 15°53'58") (chord bearing N43°10'42"W) (chord 82.15 feet) for 82.42 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 83°31'02") (chord bearing N76°59'14"W) (chord 17.32 feet) for 18.95 feet to a point of tangency; thence run S61°15'15"W for 86.43 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 95°04'14") (chord bearing S13°43'08"W) (chord 19.18 feet) for 21.57 feet to a point of compound curvature; thence run Southeasterly along an arc of a curve to the left of radius 409.00 feet (delta 04°40'51") (chord bearing S36°09'25"E) (chord 33.40 feet) for 33.41 feet; thence run S51°30'10"W along a radial line for 44.00 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the right of radius 453.00 feet (delta 103°50'32") (chord bearing N13°25'26"E) (chord 713.17 feet) for 821.01 feet to a point of tangency; thence run N65°20'42"E for 233.22 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 76°49'50") (chord bearing N26°55'47"E) (chord 16.16 feet) for 17.43 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 522.00 feet (delta 11°29'08") (chord bearing N05°44'34"W) (chord 104.46 feet) for 104.64 feet to a point of tangency; thence run N00°00'00"E for 26.57 feet to the Southwest corner of said Florida Power and Light Company Easement; thence run S89°30'09"E along the Southerly line of said Easement for 44.00 feet to the POINT OF BEGINNING.

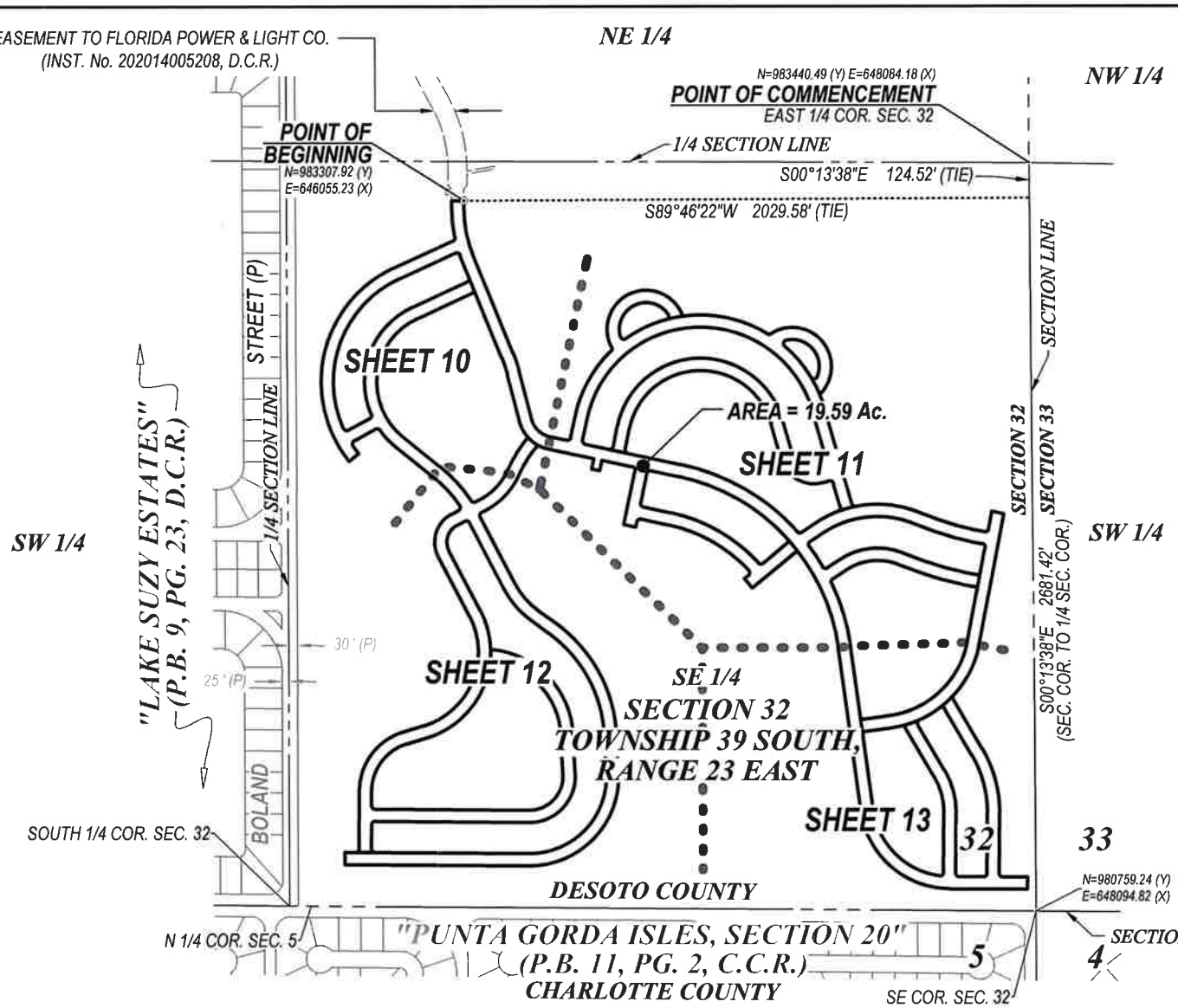
Containing 19.59 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983/NSRS 2011) and are based on the East line of the Southeast Quarter (SE 1/4) of said Section 32 to bear S00°13'38"E.

Scott A. Wheeler 12/21/23

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

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NOTES:

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.99994125 TO OBTAIN GRID DISTANCES.
2. D.B. - DENOTES DEED BOOK.
3. D.C.R. - DENOTES DESOTO COUNTY RECORDS.
4. O.R. - DENOTES OFFICIAL RECORD BOOK.
5. (P) - DENOTES PLAT.
6. P.B. - DENOTES PLAT BOOK.
7. PG. - DENOTES PAGE.
8. BEARINGS AND COORDINATES AS SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983 (NSRS 2011)) AND ARE BASED THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32 TO BEAR S00°13'38"E.
9. DESCRIPTION IS ATTACHED.



THIS IS NOT A SURVEY

Scott A. Wheeler 12/21/23

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 McGREGOR BLVD , SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

SBL PARTNERSHIP & AFFILIATES

12401 WEST OKEECHOBEE ROAD, SUITE 257
HIALEAH GARDENS, FLORIDA 33018

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER LICENSE NUMBER 5949 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

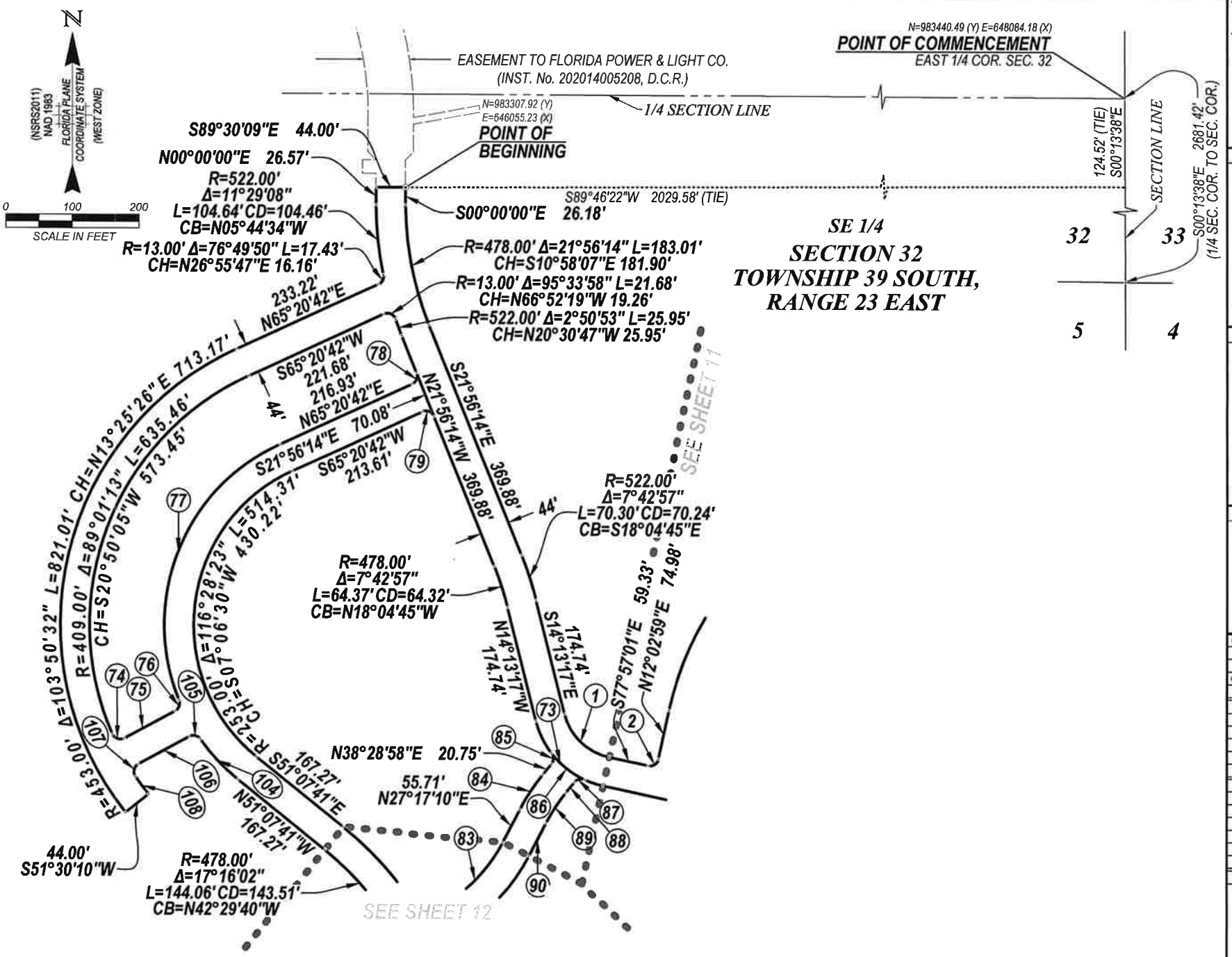
FILE NAME	23691SK12.DWG
LAYOUT	B
LOCATION	J:\23691\DWG\SURVEYING\SKETCH
PLOT DATE	Fri, 12-8-2023 - 8:47 AM
PLOT BY	PETER OLSEN
DRAWING DATA	
SURVEY DATE	12-07-2023
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=600'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO	SHEET NUMBER
23691 32-39-23	9 OF 15



Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

SBL PARTNERSHIP & AFFILIATES

12401 WEST OKEECHOBEE ROAD, SUITE 257
HIALEAH GARDENS, FLORIDA 33018

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER
LICENSE NUMBER
5949
STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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LAYOUT	10
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PLOT DATE	FRI 12-8-2023 - 8:55 AM
PLOT BY	PETER OLSEN

DRAWING DATA

SURVEY DATE	12-01-2023
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1" = 200'
FIELD BOOK	

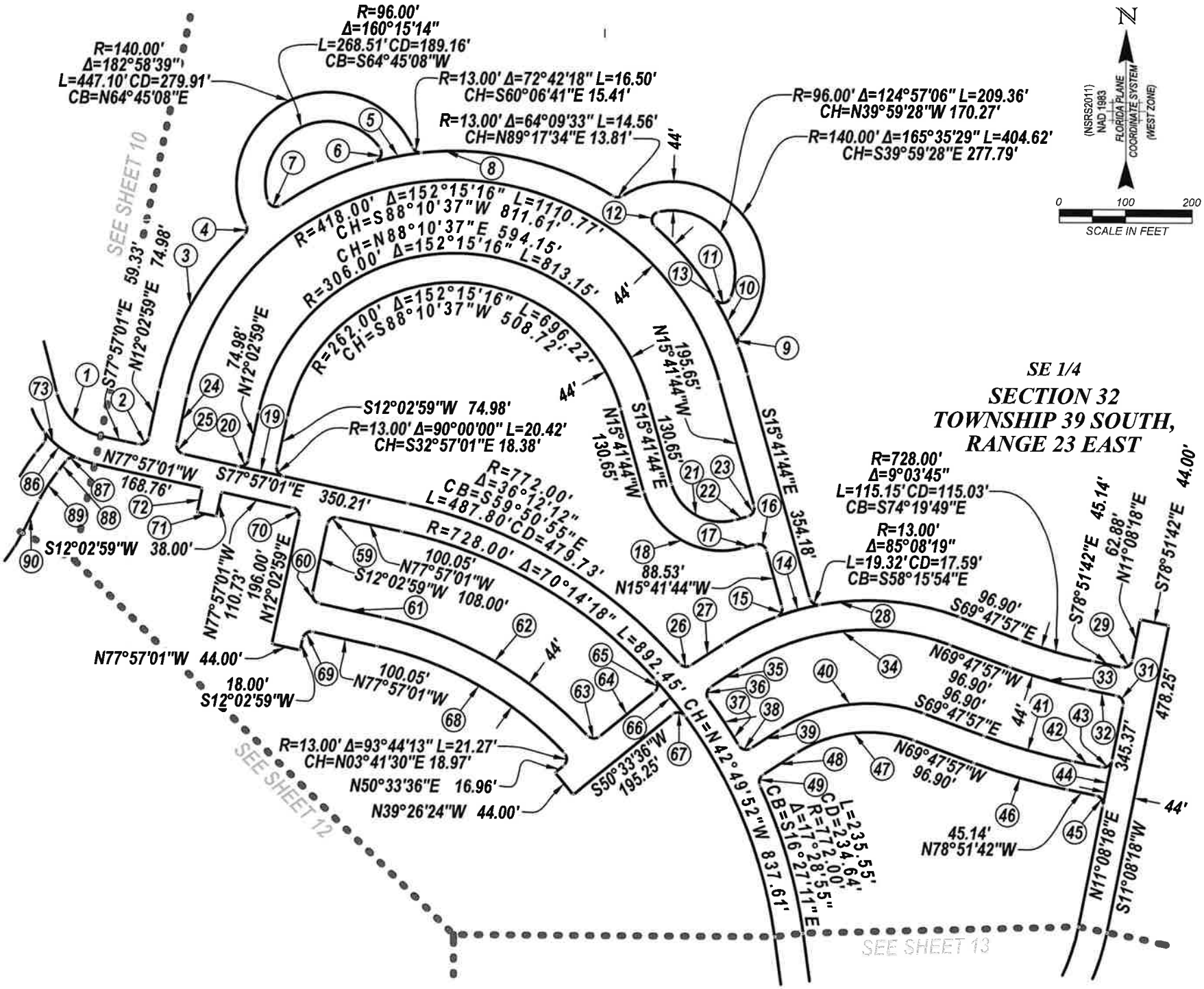
PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO	SHEET NUMBER
23691 32-39-23	10 OF 15

100



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12401 WEST OKEECHOBEE ROAD, SUITE 257
HIALEAH GARDENS, FLORIDA 33018

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER, PSM, LICENSE NUMBER 5949, STATE OF FLORIDA, PROFESSIONAL SURVEYOR AND MAPPER

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FILE NAME	23691SK12.DWG
LAYOUT	11
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PLOT BY	PETER OLSEN

DRAWING DATA

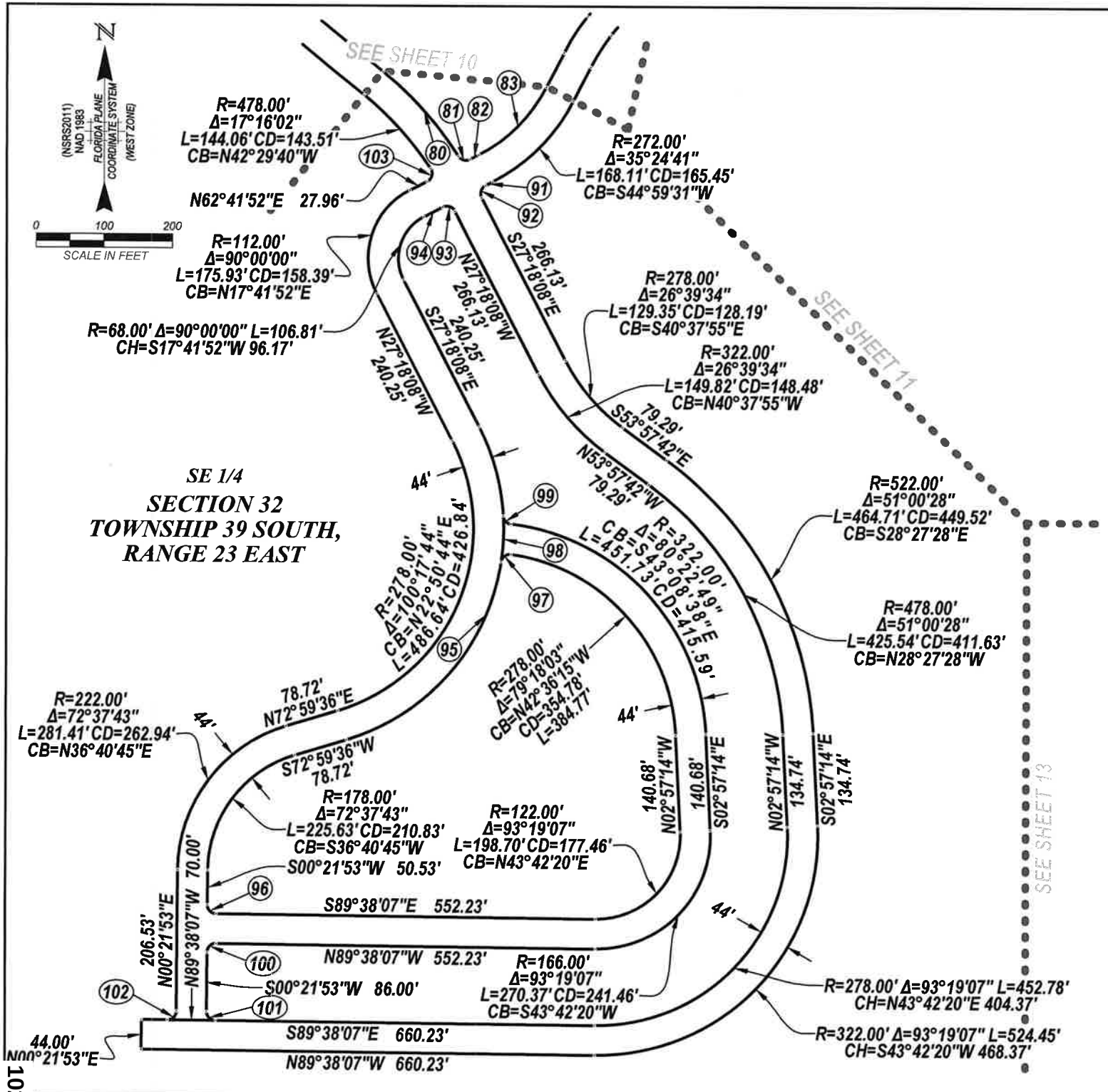
SURVEY DATE	12-07-2023
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=200'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO	SHEET NUMBER
23691 32-39-23	11 OF 15



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PREPARED FOR

SBL
PARTNERSHIP
& AFFILIATES

12401 WEST OKEECHOBEE ROAD,
SUITE 257
HIALEAH GARDENS, FLORIDA 33018

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER, PROFESSIONAL SURVEYOR AND MAPPER, LICENSE NUMBER 5649, STATE OF FLORIDA

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FILE NAME	23691SK12.DWG
LAYOUT	12
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PLOT DATE	FRI 12-8-2023 7:18 AM
PLOT BY	PETER OLSEN

DRAWING DATA

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DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=200'
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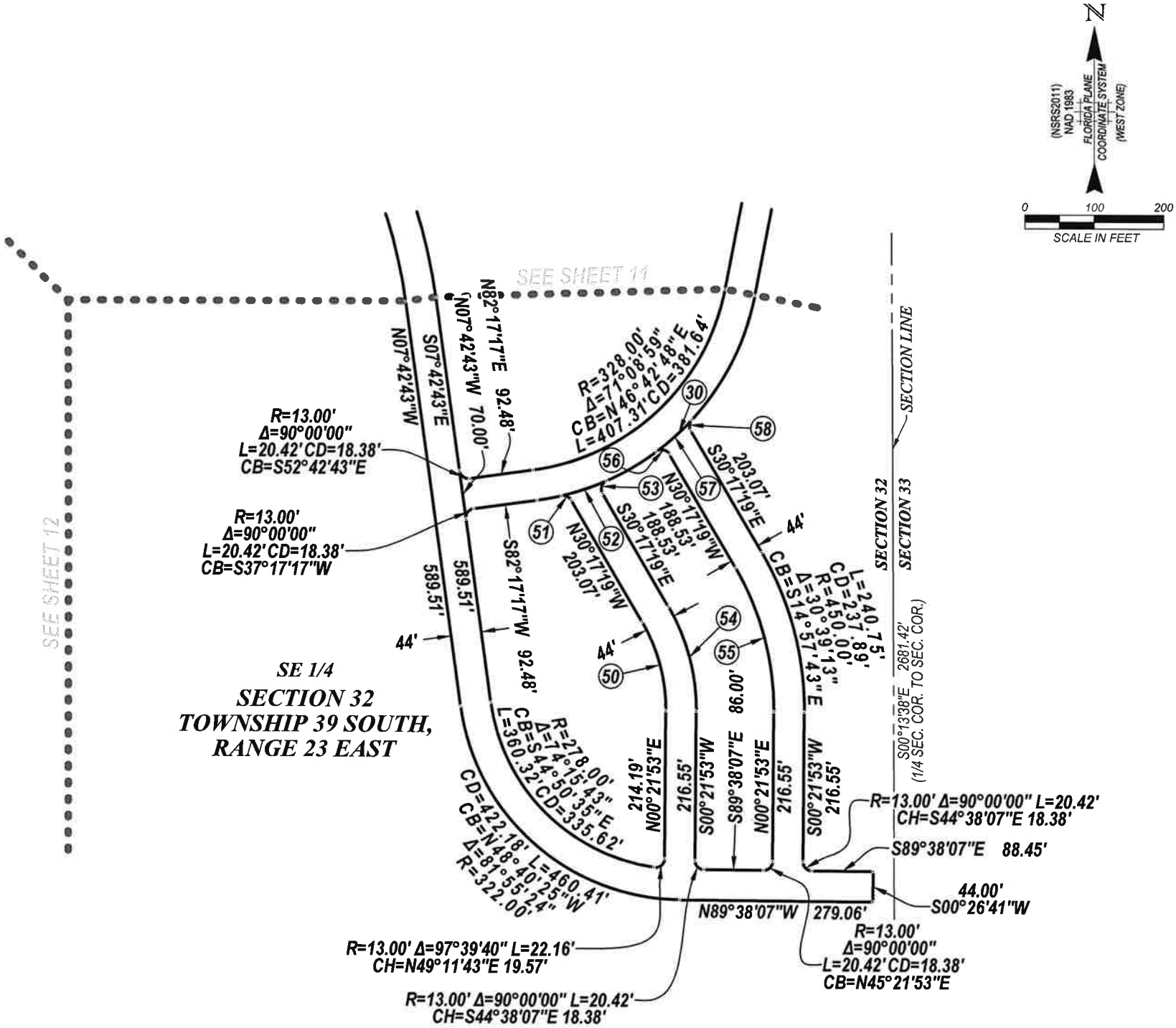
PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO	SHEET NUMBER
23691 32-39-23	12 OF 15

102



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PREPARED FOR

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12401 WEST OKEECHOBEE ROAD, SUITE 257
HIALEAH GARDENS, FLORIDA 33018

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER, PSM, LICENSE NUMBER 5949, STATE OF FLORIDA, PROFESSIONAL SURVEYOR AND MAPPER

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FILE NAME	23691SK12.DWG
LAYOUT	13
LOCATION	J:\23691\DWG\SURVEYING\SKETCH\
PLOT DATE	FRI 12-8-2023 - 7:31 AM
PLOT BY	PETER OLSEN

DRAWING DATA

SURVEY DATE	12-07-2023
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=200'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO	SHEET NUMBER
23691 32-39-23	13 OF 15

COURSE INFORMATION

1. R=88.00' Δ=63°43'44" L=97.88' CH=S46°05'09"E 92.91'
2. R=13.00' Δ=90°00'00" L=20.42' CH=N57°02'59"E 18.38'
3. R=462.00' Δ=33°55'08" L=273.50' CH=N29°00'33"E 269.53'
4. R=13.00' Δ=72°42'18" L=16.50' CH=N09°36'58"E 15.41'
5. R=462.00' Δ=8°52'15" L=71.53' CH=S79°06'02"W 71.46'
6. R=13.00' Δ=109°47'09" L=24.91' CH=N19°46'20"E 21.27'
7. R=13.00' Δ=109°47'09" L=24.91' CH=S70°16'03"E 21.27'
8. R=462.00' Δ=66°31'59" L=536.48' CH=N88°06'22"E 506.85'
9. R=13.00' Δ=64°09'33" L=14.56' CH=S10°43'30"W 13.81'
10. R=462.00' Δ=9°43'19" L=78.39' CH=N26°12'56"W 78.30'
11. R=13.00' Δ=126°26'19" L=28.69' CH=N85°42'15"E 23.21'
12. R=13.00' Δ=126°26'19" L=28.69' CH=S14°18'50"W 23.21'
13. R=462.00' Δ=33°12'35" L=267.79' CH=S32°18'02"E 264.05'
14. R=400.00' Δ=9°43'22" L=67.88' CH=S74°18'16"W 67.80'
15. R=13.00' Δ=85°08'19" L=19.32' CH=N26°52'25"E 17.59'
16. R=13.00' Δ=90°00'00" L=20.42' CH=N60°41'44"W 18.38'
17. S74°18'16"W 21.00'
18. R=122.00' Δ=90°00'00" L=191.64' CH=N60°41'44"W 172.53'
19. N77°57'01"W 70.00'
20. R=13.00' Δ=90°00'00" L=20.42' CH=N57°02'59"E 18.38'
21. R=78.00' Δ=90°00'00" L=122.52' CH=S60°41'44"E 110.31'
22. N74°18'16"E 21.00'
23. R=13.00' Δ=90°00'00" L=20.42' CH=N29°18'16"E 18.38'
24. S12°02'59"W 74.98'
25. R=13.00' Δ=90°00'00" L=20.42' CH=S32°57'01"E 18.38'
26. R=13.00' Δ=81°43'25" L=18.54' CH=S82°36'31"E 17.01'
27. N56°31'47"E 60.41'
28. R=400.00' Δ=53°40'17" L=374.70' CH=N83°21'55"E 361.15'
29. R=13.00' Δ=90°00'00" L=20.42' CH=N56°08'18"E 18.38'
30. R=372.00' Δ=71°08'59" L=461.95' CH=S46°42'48"W 432.83'
31. R=13.00' Δ=90°00'00" L=20.42' CH=N33°51'42"W 18.38'
32. N78°51'42"W 45.14'
33. R=772.00' Δ=9°03'45" L=122.11' CH=N74°19'49"W 121.98'
34. R=356.00' Δ=53°40'17" L=333.48' CH=S83°21'55"W 321.42'
35. S56°31'47"W 53.41'
36. R=13.00' Δ=93°08'24" L=21.13' CH=S09°57'35"W 18.88'
37. R=772.00' Δ=6°16'48" L=84.62' CH=S33°28'13"E 84.58'
38. R=13.00' Δ=93°08'24" L=21.13' CH=S76°54'01"E 18.88'
39. N56°31'47"E 53.41'
40. R=244.00' Δ=53°40'17" L=228.56' CH=N83°21'55"E 220.30'
41. R=884.00' Δ=9°03'45" L=139.82' CH=S74°19'49"E 139.68'
42. S78°51'42"E 45.14'
43. R=13.00' Δ=90°00'00" L=20.42' CH=N56°08'18"E 18.38'
44. S11°08'18"W 70.00'
45. R=13.00' Δ=90°00'00" L=20.42' CH=N33°51'42"W 18.38'
46. R=928.00' Δ=9°03'45" L=146.78' CH=N74°19'49"W 146.63'
47. R=200.00' Δ=53°40'17" L=187.35' CH=S83°21'55"W 180.57'
48. S56°31'47"W 60.41'
49. R=13.00' Δ=81°43'25" L=18.54' CH=S15°40'04"W 17.01'
50. R=250.00' Δ=30°39'13" L=133.75' CH=N14°57'43"W 132.16'
51. R=13.00' Δ=72°55'55" L=16.55' CH=N66°45'17"W 15.45'
52. R=372.00' Δ=10°39'19" L=69.18' CH=N71°27'06"E 69.08'
53. R=13.00' Δ=96°24'46" L=21.88' CH=S17°55'03"W 19.38'
54. R=294.00' Δ=30°39'13" L=157.29' CH=S14°57'43"E 155.42'
55. R=406.00' Δ=30°39'13" L=217.21' CH=N14°57'43"W 214.63'
56. R=13.00' Δ=96°24'46" L=21.88' CH=N78°29'42"W 19.38'
57. R=372.00' Δ=10°39'19" L=69.18' CH=N47°58'15"E 69.08'
58. R=13.00' Δ=72°55'55" L=16.55' CH=S06°10'38"W 15.45'
59. R=13.00' Δ=90°00'00" L=20.42' CH=S57°02'59"W 18.38'
60. R=13.00' Δ=90°00'00" L=20.42' CH=S32°57'01"E 18.38'
61. S77°57'01"E 100.05'
62. R=594.00' Δ=35°12'17" L=364.98' CH=S60°20'52"E 359.26'
63. R=13.00' Δ=86°41'40" L=19.67' CH=S86°05'34"E 17.85'
64. N50°33'36"E 108.15'
65. R=13.00' Δ=92°48'21" L=21.06' CH=N04°09'26"E 18.83'
66. R=728.00' Δ=5°36'42" L=71.30' CH=S39°26'24"E 71.27'
67. R=13.00' Δ=92°48'21" L=21.06' CH=N83°02'13"W 18.83'
68. R=550.00' Δ=34°46'24" L=333.80' CH=N60°33'49"W 328.70'
69. R=13.00' Δ=90°00'00" L=20.42' CH=S57°02'59"W 18.38'
70. R=13.00' Δ=90°00'00" L=20.42' CH=N32°57'01"W 18.38'
71. N77°57'01"W 30.00'
72. N12°02'59"E 38.00'
73. R=132.00' Δ=63°43'44" L=146.82' CH=N46°05'09"W 139.37'
74. R=13.00' Δ=95°04'14" L=21.57' CH=S71°12'38"E 19.18'
75. N61°15'15"E 86.43'
76. R=13.00' Δ=83°31'02" L=18.95' CH=N19°29'44"E 17.32'
77. R=297.00' Δ=87°36'29" L=454.13' CH=N21°32'27"E 411.16'
78. R=13.00' Δ=87°16'56" L=19.80' CH=N21°42'14"E 17.94'
79. R=13.00' Δ=92°43'04" L=21.04' CH=N68°17'46"W 18.82'
80. R=522.00' Δ=18°07'42" L=165.16' CH=S42°03'50"E 164.47'
81. R=13.00' Δ=84°18'10" L=19.13' CH=S75°09'04"E 17.45'
82. N62°41'52"E 14.38'
83. R=228.00' Δ=35°24'41" L=140.91' CH=N44°59'31"E 138.68'
84. R=322.00' Δ=11°11'48" L=62.92' CH=N32°53'04"E 62.82'
85. R=13.00' Δ=76°01'55" L=17.25' CH=N00°28'00"E 16.01'
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87. R=13.00' Δ=76°01'55" L=17.25' CH=S76°29'55"W 16.01'
88. S38°28'58"W 20.75'
89. R=278.00' Δ=11°11'48" L=54.33' CH=S32°53'04"W 54.24'
90. S27°17'10"W 55.71'
91. S62°41'52"W 11.73'
92. R=13.00' Δ=90°00'00" L=20.42' CH=S17°41'52"W 18.38'
93. R=13.00' Δ=90°00'00" L=20.42' CH=N72°18'08"W 18.38'
94. S62°41'52"W 31.00'
95. R=322.00' Δ=100°17'44" L=563.66' CH=S22°50'44"W 494.40'
96. R=13.00' Δ=90°00'00" L=20.42' CH=S44°38'07"E 18.38'
97. R=13.00' Δ=89°08'23" L=20.23' CH=S53°10'31"W 18.25'
98. R=322.00' Δ=12°01'58" L=67.62' CH=N02°35'21"E 67.50'
99. R=13.00' Δ=79°54'25" L=18.13' CH=S43°22'51"E 16.70'
100. R=13.00' Δ=90°00'00" L=20.42' CH=S45°21'53"W 18.38'
101. R=13.00' Δ=90°00'00" L=20.42' CH=S44°38'07"E 18.38'
102. R=13.00' Δ=90°00'00" L=20.42' CH=N45°21'53"E 18.38'
103. R=13.00' Δ=96°33'30" L=21.91' CH=N14°25'06"E 19.41'
104. R=297.00' Δ=15°53'58" L=82.42' CH=N43°10'42"W 82.15'

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PREPARED FOR

SBL PARTNERSHIP & AFFILIATES

12401 WEST OKEECHOBEE ROAD, SUITE 257
HIALEAH GARDENS, FLORIDA 33018

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER, LICENSE NUMBER 5948, STATE OF FLORIDA, PROFESSIONAL SURVEYOR AND MAPPER

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FILE NAME	23691SK12.DWG
LAYOUT	14
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PLOT DATE	THU 12-7-2023 - 8:22 PM
PLOT BY	PETER OLSEN

DRAWING DATA

SURVEY DATE	12-07-2023
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23691 32-39-23	14 OF 15

COURSE INFORMATION

(105) R=13.00' Δ=83°31'02" L=18.95'
CH=N76°59'14"W 17.32'

(106) S61°15'15"W 86.43'

(107) R=13.00' Δ=95°04'14" L=21.57'
CH=S13°43'08"W 19.18'

(108) R=409.00' Δ=4°40'51" L=33.41'
CH=S36°09'25"E 33.40'

105

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PROJECT DESCRIPTION

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PROJECT SURVEYOR

SCOTT A. WHEELER PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER 5949 STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FILE NAME	23691SK12.DWG
LAYOUT	15
LOCATION	J:\23691\DWG\SURVEYING\SKETCH
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PLOT BY	PETER OLSEN

DRAWING DATA

SURVEY DATE	12-07-2023
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO	SHEET NUMBER
23691 32-39-23	15 OF 15

PREPARED BY AND RETURN TO:
Valerie Vicente
County Attorney
DeSoto County
201 E. Oak Street, Suite 201
Arcadia, FL 34266

----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

UTILITY EASEMENT

THIS EASEMENT, granted this 4th day of April, 2026, by **PRESERVE DESOTO TWO, LLC,** a Florida limited liability company, whose address is 12401 W. Okeechobee Road, Suite 257, Hialeah Gardens, Florida 33018 (the "Grantor"), to **DeSoto County**, a political subdivision of the State of Florida, whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266 ("DeSoto County").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to the Grantor in hand paid by DeSoto County, the receipt and sufficiency whereof is hereby acknowledged, hereby conveys, grants, bargains and sells unto DeSoto County, its successors and assigns, a perpetual, non-exclusive easement to enter upon and to install, operate and maintain utility water and wastewater facilities above, below and at grade, on the following property located in DeSoto County, to wit:

See Exhibit "A" attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD the same unto DeSoto County and its assigns, together with the right to ingress and egress onto, over, under and above said land, to excavate, and take materials for the purpose of installing, constructing, operating, and maintaining utility facilities thereon, including actions necessary to provide water service to the meters and wastewater service to cleanouts at the property line and the lift station.

It is not the intent of Grantor, by executing this Utility Easement, to make any affirmative grant, or create any right or obligation on the part of DeSoto County to restore roadway asphalt, curbing, landscaping or other surface features in the easement area which are necessary to be removed in order to install, operate and maintain utility water and wastewater facilities.

DeSoto County agrees that it will perform any work hereby authorized on the easement or on the improvements located therein as expediently as is reasonably practical, with reasonable

care, skill and diligence, all at DeSoto County's sole cost and expense. DeSoto County will perform said work in such a way as to avoid harm to improvements adjacent to said easement. The Grantor agrees it will not interfere with or remove the improvements or the support of the same. In the event any adjacent area, including improvements therein, (during construction of permanent utility improvements by DeSoto County, or its assigns), should become negatively disturbed, DeSoto County shall promptly restore the adjacent area and improvements therein to the condition in which it was before DeSoto County's entrance thereon, all at DeSoto County's sole cost and expense.

DeSoto County or its assigns may store equipment and materials in the easement area while performing any construction, maintenance, repairs, surveying, testing, and/or installation in said easement. DeSoto County or its assigns shall promptly remove all such items upon completion of the authorized work.

Grantor hereby warrants to DeSoto County that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement.

Grantor is used for singular or plural, as the context requires.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the date and year first above written.

GRANTOR: PRESERVE DESOTO TWO, LLC

Witnesses:

Print Name: Richard Sing

Print Name: Yuehan Zhao

Print Name: GERALD BERGER

Title: MANAGER

Dated: 4/8/26

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 8 day of APRIL, 2026, by GERARD BERGER, who is personally known to me or produced _____ as identification.

_____
Notary

_____
(Name of Notary printed or stamped)

Commission No._____

My Commission Expires_____

Notary Public State of Florida
Ellen Weil
My Commission HH 672133
Expires 5/5/2029

Exhibit "A"

Sketch and Legal Description of Utility Easement

DESCRIPTION

Parcel in
Section 32, Township 39 South, Range 23East,
Desoto County, Florida

A tract or parcel of land lying in Section 32, Township 39 South, Range 23 East, Desoto County, Florida, said tract or parcel being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 32 run S00°13'38"E along the East line of the Southeast Quarter (SE 1/4) of said Section 32 for 124.52 feet; thence run S89°46'22"W for 2,029.58 feet to Southerly Most corner of an existing Florida Power and Light Company Easement described in a deed recorded in Instrument No. 202014005208, Desoto County Records and the POINT OF BEGINNING.
From said Point of Beginning run S00°00'00"E for 26.18 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 478.00 feet (delta 21°56'14") (chord bearing S10°58'07"E) (chord 181.90 feet) for 183.01 feet to a point of tangency; thence run S21°56'14"E for 369.88 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 522.00 feet (delta 07°42'57") (chord bearing S18°04'45"E) (chord 70.24 feet) for 70.30 feet to a point of tangency; thence run S14°13'17"E for 174.74 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 88.00 feet (delta 63°43'44") (chord bearing S46°05'09"E) (chord 92.91 feet) for 97.88 feet to a point of tangency; thence run S77°57'01"E for 59.33 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N57°02'59"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N12°02'59"E for 74.98 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 462.00 feet (delta 33°55'08") (chord bearing N29°00'33"E) (chord 269.53 feet) for 273.50 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 72°42'18") (chord bearing N09°36'58"E) (chord 15.41 feet) for 16.50 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 140.00 feet (delta 182°58'39") (chord bearing N64°45'08"E) (chord 279.91 feet) for 447.10 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 72°42'18") (chord bearing S60°06'41"E) (chord 15.41 feet) for 16.50 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 462.00 feet (delta 08°52'15") (chord bearing S79°06'02"W) (chord 71.46 feet) for 71.53 feet to a point of compound curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 109°47'09") (chord bearing N19°46'20"E) (chord 21.27 feet) for 24.91 feet to a point of compound curvature; thence run Southwesterly along an arc of a curve to the left of radius 96.00 feet (delta 160°15'14") (chord bearing S64°45'08"W) (chord 189.16 feet) for 268.51 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 109°47'09") (chord bearing S70°16'03"E) (chord 21.27 feet) for 24.91 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the right of radius 462.00 feet (delta 66°31'59") (chord bearing N88°06'22"E) (chord 506.85 feet) for 536.48 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 64°09'33") (chord bearing N89°17'34"E) (chord 13.81 feet) for 14.56 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 140.00 feet (delta 165°35'29") (chord bearing S39°59'28"E) (chord 277.79 feet) for 404.62 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 64°09'33") (chord bearing S10°43'30"W) (chord 13.81 feet) for 14.56 feet to a

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point of compound curvature; thence run Northwesterly along an arc of a curve to the left of radius 462.00 feet (delta 09°43'19") (chord bearing N26°12'56"W) (chord 78.30 feet) for 78.39 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 126°26'19") (chord bearing N85°42'15"E) (chord 23.21 feet) for 28.69 feet to a point of compound curvature; thence run Northwesterly along an arc of a curve to the left of radius 96.00 feet (delta 124°57'06") (chord bearing N39°59'28"W) (chord 170.27 feet) for 209.36 feet to a point of compound curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 126°26'19") (chord bearing S14°18'50"W) (chord 23.21 feet) for 28.69 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 462.00 feet (delta 33°12'35") (chord bearing S32°18'02"E) (chord 264.05 feet) for 267.79 feet to a point of tangency; thence run S15°41'44"E for 354.18 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 85°08'19") (chord bearing S58°15'54"E) (chord 17.59 feet) for 19.32 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 400.00 feet (delta 09°43'22") (chord bearing S74°18'16"W) (chord 67.80 feet) for 67.88 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 85°08'19") (chord bearing N26°52'25"E) (chord 17.59 feet) for 19.32 feet to a point of tangency; thence run N15°41'44"W for 88.53 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N60°41'44"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S74°18'16"W for 21.00 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 122.00 feet (delta 90°00'00") (chord bearing N60°41'44"W) (chord 172.53 feet) for 191.64 feet to a point of tangency; thence run N15°41'44"W for 130.65 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 262.00 feet (delta 152°15'16") (chord bearing S88°10'37"W) (chord 508.72 feet) for 696.22 feet to a point of tangency; thence run S12°02'59"W for 74.98 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S32°57'01"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N77°57'01"W for 70.00 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N57°02'59"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N12°02'59"E for 74.98 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 306.00 feet (delta 152°15'16") (chord bearing N88°10'37"E) (chord 594.15 feet) for 813.15 feet to a point of tangency; thence run S15°41'44"E for 130.65 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 78.00 feet (delta 90°00'00") (chord bearing S60°41'44"E) (chord 110.31 feet) for 122.52 feet to a point of tangency; thence run N74°18'16"E for 21.00 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N29°18'16"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N15°41'44"W for 195.65 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 418.00 feet (delta 152°15'16") (chord bearing S88°10'37"W) (chord 811.61 feet) for 1,110.77 feet to a point of tangency; thence run S12°02'59"W for 74.98 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S32°57'01"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S77°57'01"E for 350.21 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 772.00 feet (delta 36°12'12") (chord bearing S59°50'55"E) (chord 479.73 feet) for 487.80 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 81°43'25") (chord bearing S82°36'31"E) (chord 17.01 feet) for 18.54 feet to a point of tangency; thence run N56°31'47"E for 60.41 feet to a point of

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curvature; thence run Easterly along an arc of a curve to the right of radius 400.00 feet (delta 53°40'17") (chord bearing N83°21'55"E) (chord 361.15 feet) for 374.70 feet to a point of tangency; thence run S69°47'57"E for 96.90 feet to a point of curvature; thence run Easterly along an arc of a curve to the left of radius 728.00 feet (delta 09°03'45") (chord bearing S74°19'49"E) (chord 115.03 feet) for 115.15 feet to a point of tangency; thence run S78°51'42"E for 45.14 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N56°08'18"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N11°08'18"E for 62.88 feet; thence run S78°51'42"E for 44.00 feet; thence run S11°08'18"W for 478.25 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 372.00 feet (delta 71°08'59") (chord bearing S46°42'48"W) (chord 432.83 feet) for 461.95 feet to a point of tangency; thence run S82°17'17"W for 92.48 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S37°17'17"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N07°42'43"W for 70.00 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S52°42'43"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N82°17'17"E for 92.48 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 328.00 feet (delta 71°08'59") (chord bearing N46°42'48"E) (chord 381.64 feet) for 407.31 feet to a point of tangency; thence run N11°08'18"E for 345.37 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N33°51'42"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N78°51'42"W for 45.14 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 772.00 feet (delta 09°03'45") (chord bearing N74°19'49"W) (chord 121.98 feet) for 122.11 feet to a point of tangency; thence run N69°47'57"W for 96.90 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 356.00 feet (delta 53°40'17") (chord bearing S83°21'55"W) (chord 321.42 feet) for 333.48 feet to a point of tangency; thence run S56°31'47"W for 53.41 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 93°08'24") (chord bearing S09°57'35"W) (chord 18.88 feet) for 21.13 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 772.00 feet (delta 06°16'48") (chord bearing S33°28'13"E) (chord 84.58 feet) for 84.62 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 93°08'24") (chord bearing S76°54'01"E) (chord 18.88 feet) for 21.13 feet to a point of tangency; thence run N56°31'47"E for 53.41 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 244.00 feet (delta 53°40'17") (chord bearing N83°21'55"E) (chord 220.30 feet) for 228.56 feet to a point of tangency; thence run S69°47'57"E for 96.90 feet to a point of curvature; thence run Easterly along an arc of a curve to the left of radius 884.00 feet (delta 09°03'45") (chord bearing S74°19'49"E) (chord 139.68 feet) for 139.82 feet to a point of tangency; thence run S78°51'42"E for 45.14 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N56°08'18"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S11°08'18"W for 70.00 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N33°51'42"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N78°51'42"W for 45.14 feet to a point of curvature; thence run Westerly along an arc of a curve to the right of radius 928.00 feet (delta 09°03'45") (chord bearing N74°19'49"W) (chord 146.63 feet) for 146.78 feet to a point of tangency; thence run N69°47'57"W for 96.90 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 200.00 feet (delta 53°40'17") (chord

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bearing S83°21'55"W) (chord 180.57 feet) for 187.35 feet to a point of tangency; thence run S56°31'47"W for 60.41 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 81°43'25") (chord bearing S15°40'04"W) (chord 17.01 feet) for 18.54 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 772.00 feet (delta 17°28'55") (chord bearing S16°27'11"E) (chord 234.64 feet) for 235.55 feet to a point of tangency; thence run S07°42'43"E for 589.51 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 278.00 feet (delta 74°15'43") (chord bearing S44°50'35"E) (chord 335.62 feet) for 360.32 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 97°39'40") (chord bearing N49°11'43"E) (chord 19.57 feet) for 22.16 feet to a point of tangency; thence run N00°21'53"E for 214.19 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 250.00 feet (delta 30°39'13") (chord bearing N14°57'43"W) (chord 132.16 feet) for 133.75 feet to a point of tangency; thence run N30°17'19"W for 203.07 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 72°55'55") (chord bearing N66°45'17"W) (chord 15.45 feet) for 16.55 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the left of radius 372.00 feet (delta 10°39'19") (chord bearing N71°27'06"E) (chord 69.08 feet) for 69.18 feet to a point of compound curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 96°24'46") (chord bearing S17°55'03"W) (chord 19.38 feet) for 21.88 feet to a point of tangency; thence run S30°17'19"E for 188.53 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 294.00 feet (delta 30°39'13") (chord bearing S14°57'43"E) (chord 155.42 feet) for 157.29 feet to a point of tangency; thence run S00°21'53"W for 216.55 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S44°38'07"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S89°38'07"E for 86.00 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N45°21'53"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N00°21'53"E for 216.55 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 406.00 feet (delta 30°39'13") (chord bearing N14°57'43"W) (chord 214.63 feet) for 217.21 feet to a point of tangency; thence run N30°17'19"W for 188.53 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 96°24'46") (chord bearing N78°29'42"W) (chord 19.38 feet) for 21.88 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the left of radius 372.00 feet (delta 10°39'19") (chord bearing N47°58'15"E) (chord 69.08 feet) for 69.18 feet to a point of compound curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 72°55'55") (chord bearing S06°10'38"W) (chord 15.45 feet) for 16.55 feet to a point of tangency; thence run S30°17'19"E for 203.07 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 450.00 feet (delta 30°39'13") (chord bearing S14°57'43"E) (chord 237.89 feet) for 240.75 feet to a point of tangency; thence run S00°21'53"W for 216.55 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S44°38'07"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S89°38'07"E for 88.45 feet; thence run S00°26'41"W for 44.00 feet; thence run N89°38'07"W for 279.06 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 322.00 feet (delta 81°55'24") (chord bearing N48°40'25"W) (chord 422.18 feet) for 460.41 feet to a point of tangency; thence run N07°42'43"W for 589.51 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 728.00 feet (delta 70°14'18") (chord bearing N42°49'52"W) (chord 837.61 feet) for 892.45 feet to a point of tangency; thence run N77°57'01"W for 100.05 feet to a

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point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S57°02'59"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S12°02'59"W for 108.00 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S32°57'01"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S77°57'01"E for 100.05 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 594.00 feet (delta 35°12'17") (chord bearing S60°20'52"E) (chord 359.26 feet) for 364.98 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 86°41'40") (chord bearing S86°05'34"E) (chord 17.85 feet) for 19.67 feet to a point of tangency; thence run N50°33'36"E for 108.15 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 92°48'21") (chord bearing N04°09'26"E) (chord 18.83 feet) for 21.06 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 728.00 feet (delta 05°36'42") (chord bearing S39°26'24"E) (chord 71.27 feet) for 71.30 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 92°48'21") (chord bearing N83°02'13"W) (chord 18.83 feet) for 21.06 feet to a point of tangency; thence run S50°33'36"W for 195.25 feet; thence run N39°26'24"W for 44.00 feet; thence run N50°33'36"E for 16.96 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 93°44'13") (chord bearing N03°41'30"E) (chord 18.97 feet) for 21.27 feet to a point of compound curvature; thence run Northwesterly along an arc of a curve to the left of radius 550.00 feet (delta 34°46'24") (chord bearing N60°33'49"W) (chord 328.70 feet) for 333.80 feet to a point of tangency; thence run N77°57'01"W for 100.05 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S57°02'59"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S12°02'59"W for 18.00 feet; thence run N77°57'01"W for 44.00 feet; thence run N12°02'59"E for 196.00 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N32°57'01"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N77°57'01"W for 110.73 feet; thence run S12°02'59"W for 38.00 feet; thence run N77°57'01"W for 30.00 feet; thence run N12°02'59"E for 38.00 feet; thence run N77°57'01"W for 168.76 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 132.00 feet (delta 63°43'44") (chord bearing N46°05'09"W) (chord 139.37 feet) for 146.82 feet to a point of tangency; thence run N14°13'17"W for 174.74 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 478.00 feet (delta 07°42'57") (chord bearing N18°04'45"W) (chord 64.32 feet) for 64.37 feet to a point of tangency; thence run N21°56'14"W for 369.88 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 522.00 feet (delta 02°50'53") (chord bearing N20°30'47"W) (chord 25.95 feet) for 25.95 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 95°33'58") (chord bearing N66°52'19"W) (chord 19.26 feet) for 21.68 feet to a point of tangency; thence run S65°20'42"W for 221.68 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 409.00 feet (delta 89°01'13") (chord bearing S20°50'05"W) (chord 573.45 feet) for 635.46 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 95°04'14") (chord bearing S71°12'38"E) (chord 19.18 feet) for 21.57 feet to a point of tangency; thence run N61°15'15"E for 86.43 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 83°31'02") (chord bearing N19°29'44"E) (chord 17.32 feet) for 18.95 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 297.00 feet (delta 87°36'29") (chord bearing N21°32'27"E) (chord 411.16 feet) for 454.13 feet to a point of tangency; thence

DESCRIPTION (CONTINUED)

run N65°20'42"E for 216.93 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 87°16'56") (chord bearing N21°42'14"E) (chord 17.94 feet) for 19.80 feet to a point of tangency; thence run S21°56'14"E for 70.08 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 92°43'04") (chord bearing N68°17'46"W) (chord 18.82 feet) for 21.04 feet to a point of tangency; thence run S65°20'42"W for 213.61 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 253.00 feet (delta 116°28'23") (chord bearing S07°06'30"W) (chord 430.22 feet) for 514.31 feet to a point of tangency; thence run S51°07'41"E for 167.27 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 522.00 feet (delta 18°07'42") (chord bearing S42°03'50"E) (chord 164.47 feet) for 165.16 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 13.00 feet (delta 84°18'10") (chord bearing S75°09'04"E) (chord 17.45 feet) for 19.13 feet to a point of tangency; thence run N62°41'52"E for 14.38 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 228.00 feet (delta 35°24'41") (chord bearing N44°59'31"E) (chord 138.68 feet) for 140.91 feet to a point of tangency; thence run N27°17'10"E for 55.71 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 322.00 feet (delta 11°11'48") (chord bearing N32°53'04"E) (chord 62.82 feet) for 62.92 feet to a point of tangency; thence run N38°28'58"E for 20.75 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 76°01'55") (chord bearing N00°28'00"E) (chord 16.01 feet) for 17.25 feet to a point of compound curvature; thence run Southeasterly along an arc of a curve to the left of radius 132.00 feet (delta 27°56'09") (chord bearing S51°31'02"E) (chord 63.72 feet) for 64.36 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 76°01'55") (chord bearing S76°29'55"W) (chord 16.01 feet) for 17.25 feet to a point of tangency; thence run S38°28'58"W for 20.75 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 278.00 feet (delta 11°11'48") (chord bearing S32°53'04"W) (chord 54.24 feet) for 54.33 feet to a point of tangency; thence run S27°17'10"W for 55.71 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 272.00 feet (delta 35°24'41") (chord bearing S44°59'31"W) (chord 165.45 feet) for 168.11 feet to a point of tangency; thence run S62°41'52"W for 11.73 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S17°41'52"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S27°18'08"E for 266.13 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 278.00 feet (delta 26°39'34") (chord bearing S40°37'55"E) (chord 128.19 feet) for 129.35 feet to a point of tangency; thence run S53°57'42"E for 79.29 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 522.00 feet (delta 51°00'28") (chord bearing S28°27'28"E) (chord 449.52 feet) for 464.71 feet to a point of tangency; thence run S02°57'14"E for 134.74 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 322.00 feet (delta 93°19'07") (chord bearing S43°42'20"W) (chord 468.37 feet) for 524.45 feet to a point of tangency; thence run N89°38'07"W for 660.23 feet; thence run N00°21'53"E for 44.00 feet; thence run S89°38'07"E for 660.23 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 278.00 feet (delta 93°19'07") (chord bearing N43°42'20"E) (chord 404.37 feet) for 452.78 feet to a point of tangency; thence run N02°57'14"W for 134.74 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 478.00 feet (delta 51°00'28") (chord bearing N28°27'28"W) (chord 411.63 feet) for 425.54 feet to a point of tangency; thence run N53°57'42"W for 79.29 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 322.00 feet (delta 26°39'34") (chord bearing N40°37'55"W) (chord

DESCRIPTION (CONTINUED)

148.48 feet) for 149.82 feet to a point of tangency; thence run N27°18'08"W for 266.13 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N72°18'08"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S62°41'52"W for 31.00 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 68.00 feet (delta 90°00'00") (chord bearing S17°41'52"W) (chord 96.17 feet) for 106.81 feet to a point of tangency; thence run S27°18'08"E for 240.25 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 322.00 feet (delta 100°17'44") (chord bearing S22°50'44"W) (chord 494.40 feet) for 563.66 feet to a point of tangency; thence run S72°59'36"W for 78.72 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 178.00 feet (delta 72°37'43") (chord bearing S36°40'45"W) (chord 210.83 feet) for 225.63 feet to a point of tangency; thence run S00°21'53"W for 50.53 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S44°38'07"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S89°38'07"E for 552.23 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 122.00 feet (delta 93°19'07") (chord bearing N43°42'20"E) (chord 177.46 feet) for 198.70 feet to a point of tangency; thence run N02°57'14"W for 140.68 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 278.00 feet (delta 79°18'03") (chord bearing N42°36'15"W) (chord 354.78 feet) for 384.77 feet to a point of compound curvature; thence run Southwesterly along an arc of a curve to the left of radius 13.00 feet (delta 89°08'23") (chord bearing S53°10'31"W) (chord 18.25 feet) for 20.23 feet to a point of compound curvature; thence run Northerly along an arc of a curve to the left of radius 322.00 feet (delta 12°01'58") (chord bearing N02°35'21"E) (chord 67.50 feet) for 67.62 feet to a point of compound curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 79°54'25") (chord bearing S43°22'51"E) (chord 16.70 feet) for 18.13 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 322.00 feet (delta 80°22'49") (chord bearing S43°08'38"E) (chord 415.59 feet) for 451.73 feet to a point of tangency; thence run S02°57'14"E for 140.68 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 166.00 feet (delta 93°19'07") (chord bearing S43°42'20"W) (chord 241.46 feet) for 270.37 feet to a point of tangency; thence run N89°38'07"W for 552.23 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S45°21'53"W) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run S00°21'53"W for 86.00 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing S44°38'07"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N89°38'07"W for 70.00 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 90°00'00") (chord bearing N45°21'53"E) (chord 18.38 feet) for 20.42 feet to a point of tangency; thence run N00°21'53"E for 206.53 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 222.00 feet (delta 72°37'43") (chord bearing N36°40'45"E) (chord 262.94 feet) for 281.41 feet to a point of tangency; thence run N72°59'36"E for 78.72 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 278.00 feet (delta 100°17'44") (chord bearing N22°50'44"E) (chord 426.84 feet) for 486.64 feet to a point of tangency; thence run N27°18'08"W for 240.25 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 112.00 feet (delta 90°00'00") (chord bearing N17°41'52"E) (chord 158.39 feet) for 175.93 feet to a point of tangency; thence run N62°41'52"E for 27.96 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 13.00 feet (delta 96°33'30") (chord bearing N14°25'06"E) (chord 19.41 feet) for 21.91 feet to a point of compound curvature; thence

DESCRIPTION (CONTINUED)

run Northwesterly along an arc of a curve to the left of radius 478.00 feet (delta 17°16'02") (chord bearing N42°29'40"W) (chord 143.51 feet) for 144.06 feet to a point of tangency; thence run N51°07'41"W for 167.27 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 297.00 feet (delta 15°53'58") (chord bearing N43°10'42"W) (chord 82.15 feet) for 82.42 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the left of radius 13.00 feet (delta 83°31'02") (chord bearing N76°59'14"W) (chord 17.32 feet) for 18.95 feet to a point of tangency; thence run S61°15'15"W for 86.43 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 13.00 feet (delta 95°04'14") (chord bearing S13°43'08"W) (chord 19.18 feet) for 21.57 feet to a point of compound curvature; thence run Southeasterly along an arc of a curve to the left of radius 409.00 feet (delta 04°40'51") (chord bearing S36°09'25"E) (chord 33.40 feet) for 33.41 feet; thence run S51°30'10"W along a radial line for 44.00 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the right of radius 453.00 feet (delta 103°50'32") (chord bearing N13°25'26"E) (chord 713.17 feet) for 821.01 feet to a point of tangency; thence run N65°20'42"E for 233.22 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 13.00 feet (delta 76°49'50") (chord bearing N26°55'47"E) (chord 16.16 feet) for 17.43 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 522.00 feet (delta 11°29'08") (chord bearing N05°44'34"W) (chord 104.46 feet) for 104.64 feet to a point of tangency; thence run N00°00'00"E for 26.57 feet to the Southwest corner of said Florida Power and Light Company Easement; thence run S89°30'09"E along the Southerly line of said Easement for 44.00 feet to the POINT OF BEGINNING.

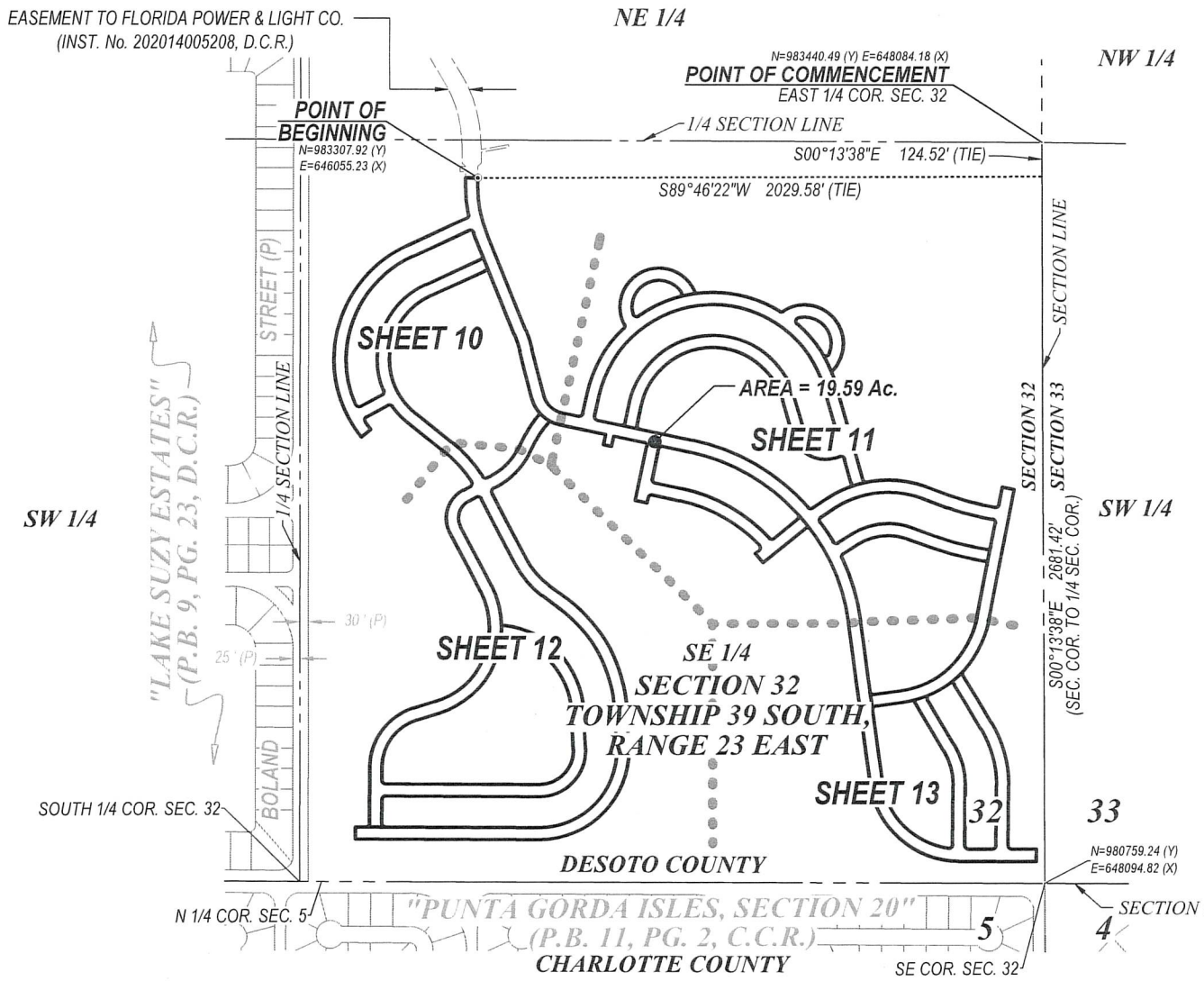
Containing 19.59 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983/NSRS 2011) and are based on the East line of the Southeast Quarter (SE 1/4) of said Section 32 to bear S00°13'38"E.

4/20/24

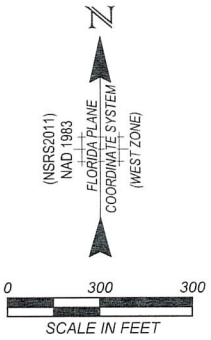
Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\23691 - Sonoma Preserve\SURVEY\DESCRIPTIONS\SKETCH\23691SK12.doc



NOTES:

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.99994125 TO OBTAIN GRID DISTANCES.
2. D.B. - DENOTES DEED BOOK.
3. D.C.R. - DENOTES DESOTO COUNTY RECORDS.
4. O.R. - DENOTES OFFICIAL RECORD BOOK.
5. (P) - DENOTES PLAT.
6. P.B. - DENOTES PLAT BOOK.
7. PG. - DENOTES PAGE.
8. BEARINGS AND COORDINATES AS SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983 (NSRS 2011)) AND ARE BASED THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32 TO BEAR S00°13'38"E.
9. DESCRIPTION IS ATTACHED.



THIS IS NOT A SURVEY

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED: 4/20/26

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

SBL PARTNERSHIP & AFFILIATES

12401 WEST OKEECHOBEE ROAD,
SUITE 257
HIALEAH GARDENS, FLORIDA 33018

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER LICENSE NUMBER 5949 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FILE NAME	23691SK12.DWG
LAYOUT	9
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PLOT BY	PETER OLSEN

DRAWING DATA

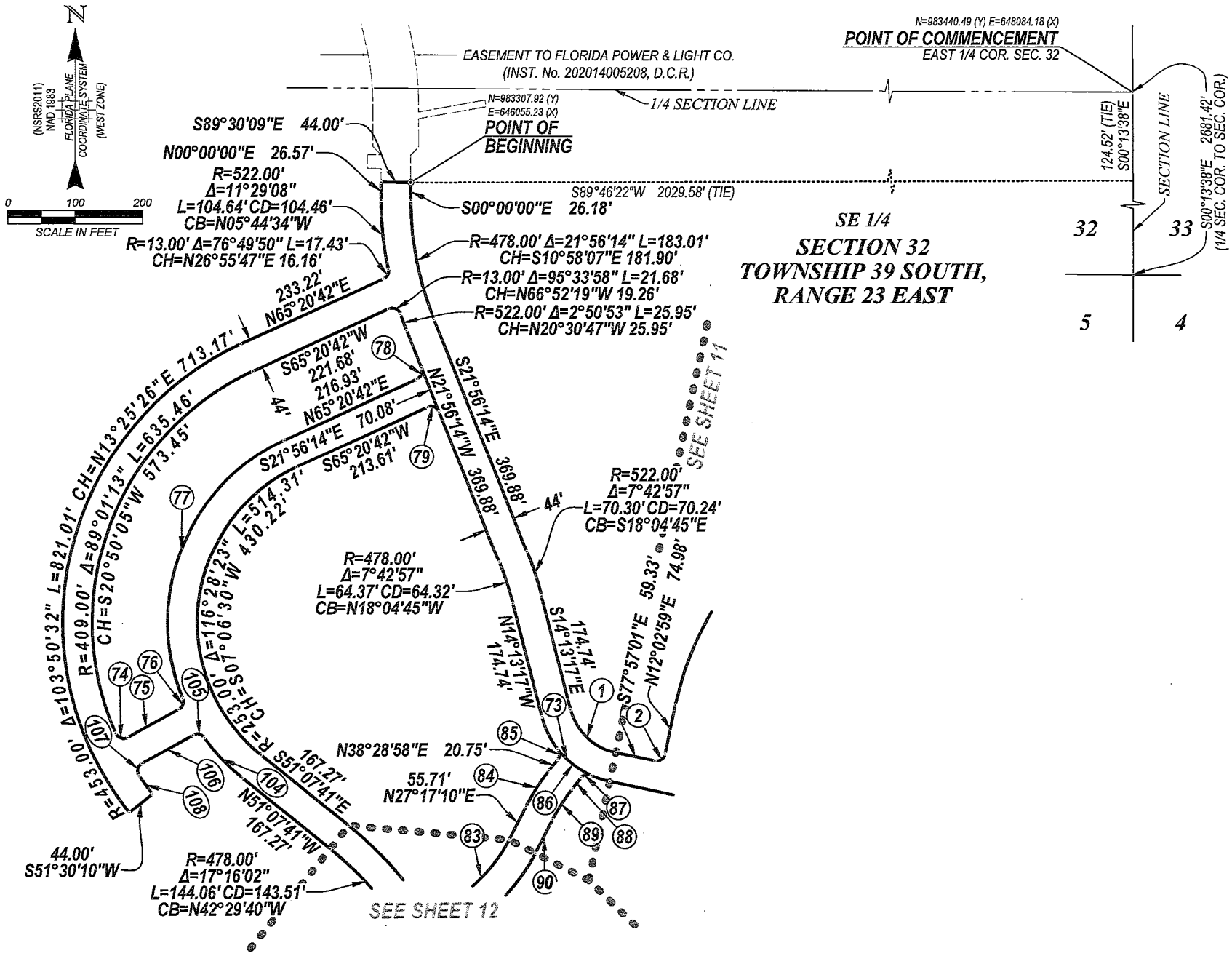
SURVEY DATE	12-07-2023
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=600'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23691 32-39-23	9 OF 15



Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

SBL PARTNERSHIP & AFFILIATES

12401 WEST OKEECHOBEE ROAD, SUITE 257
HIALEAH GARDENS, FLORIDA 33018

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER
LICENSE NUMBER
5949
STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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LAYOUT	10
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PLOT BY	PETER OLSEN

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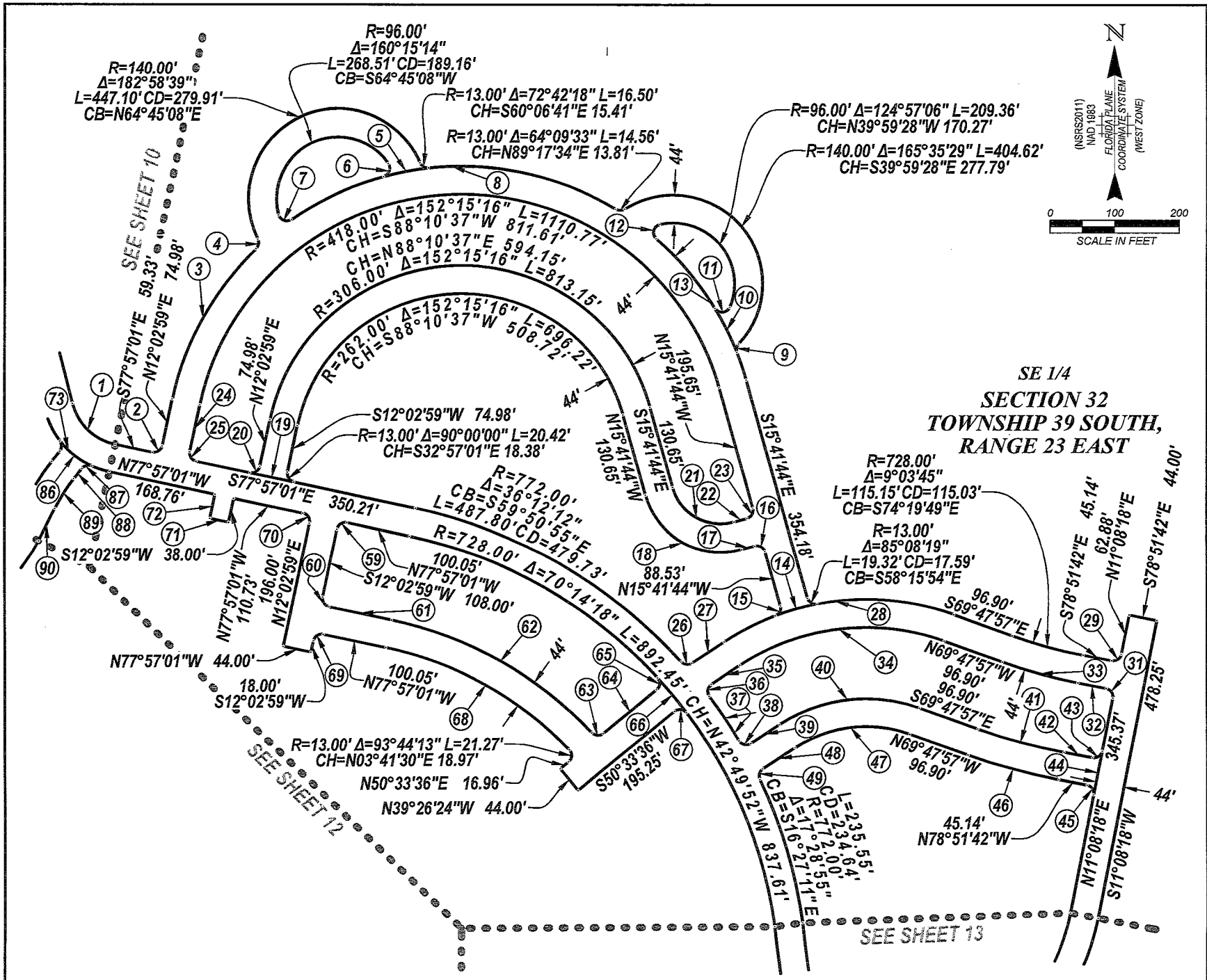
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CHECKED BY	
SCALE	1"=200'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23691 32-39-23	10 OF 15



Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
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ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

SBL PARTNERSHIP & AFFILIATES

12401 WEST OKEECHOBEE ROAD, SUITE 257
HIALEAH GARDENS, FLORIDA 33018

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER LICENSE NUMBER 5949 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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LAYOUT	11
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PLOT BY	PETER OLSEN

DRAWING DATA

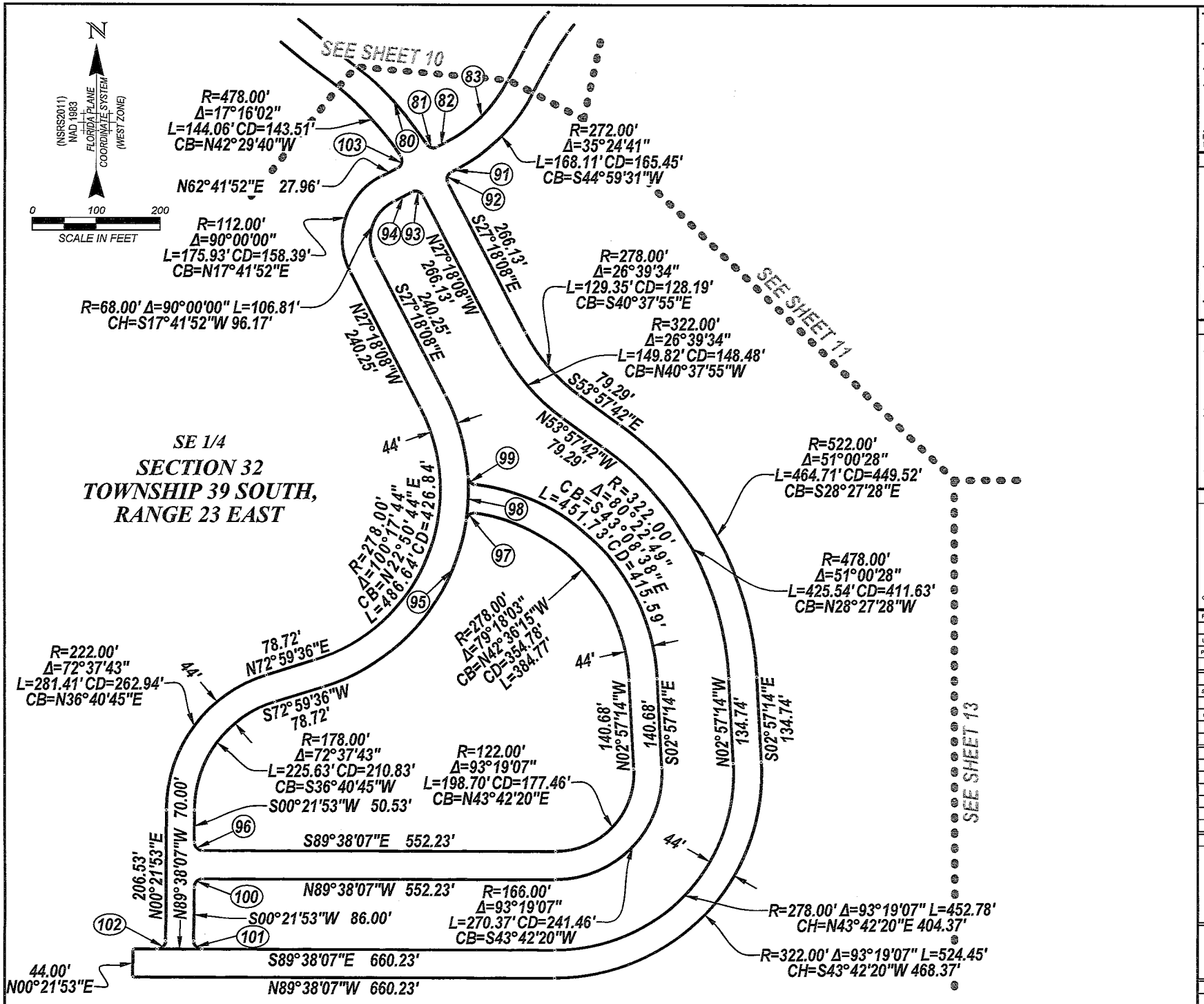
SURVEY DATE	12-07-2023
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=200'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23691 32-39-23	11 OF 15



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LAND PLANNING
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 481-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
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12401 WEST OKEECHOBEE ROAD,
SUITE 257
HIALEAH GARDENS, FLORIDA 33018

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER
LICENSE NUMBER
5949
STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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LAYOUT	12
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PLOT DATE	FRI, 12-8-2023 - 7:18 AM
PLOT BY	PETER OLSEN

DRAWING DATA

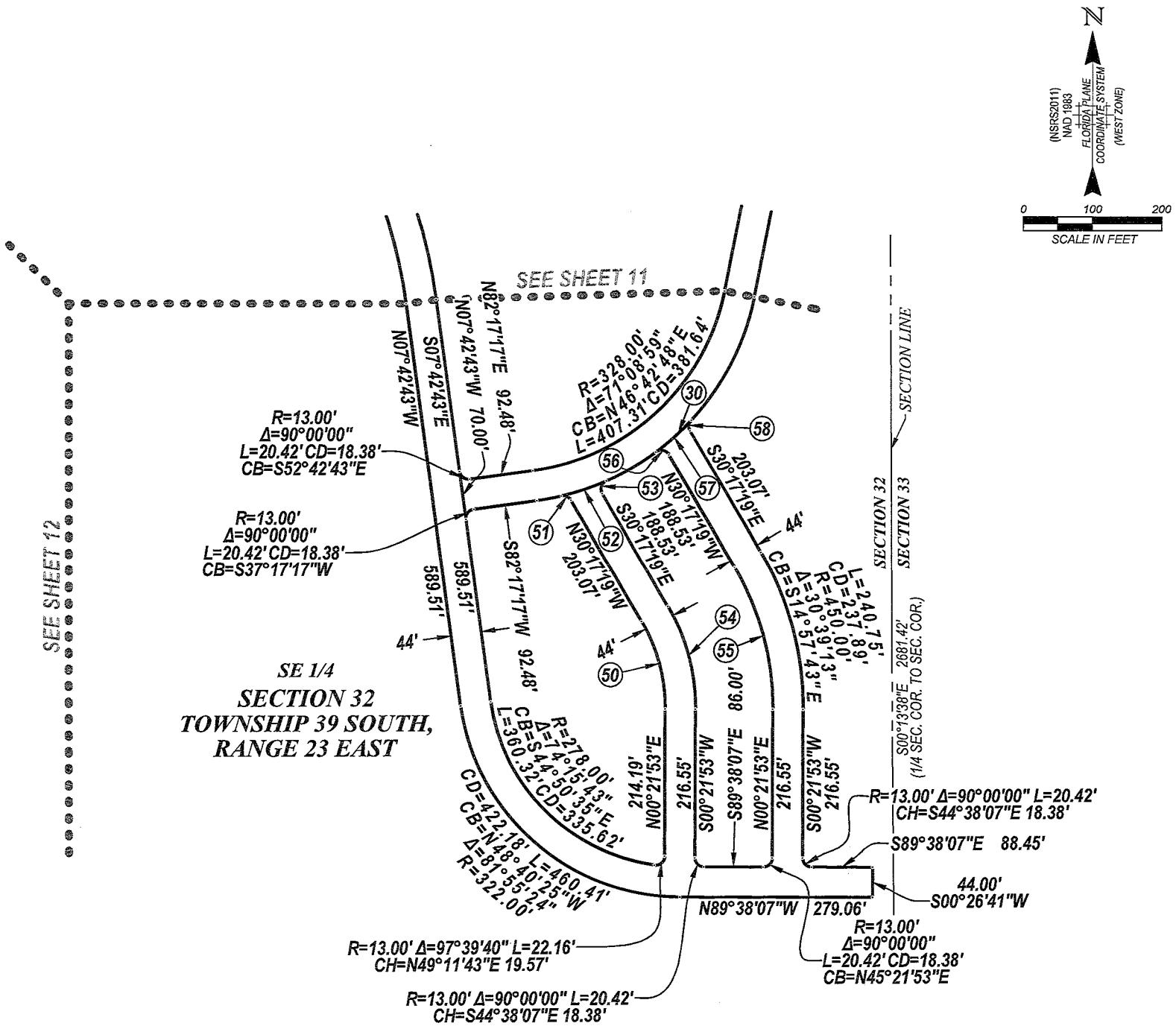
SURVEY DATE	12-07-2023
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=200'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23691 12-39-23	12 OF 15



Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

SBL PARTNERSHIP & AFFILIATES

12401 WEST OKEECHOBEE ROAD,
SUITE 257
HIALEAH GARDENS, FLORIDA 33018

PROJECT DESCRIPTION

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PROJECT SURVEYOR

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FILE NAME	23691SK12.DWG
LAYOUT	13
LOCATION	J:\23691\DWG\SURVEYING\SKETCH\
PLOT DATE	FRI, 12-8-2023 - 7:31 AM
PLOT BY	PETER OLSEN

DRAWING DATA

SURVEY DATE	12-07-2023
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=200'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO	SHEET NUMBER
23691 32-39-23	13 OF 15

COURSE INFORMATION

1. R=88.00' Δ=63°43'44" L=97.88' CH=S46°05'09"E 92.91'
2. R=13.00' Δ=90°00'00" L=20.42' CH=N57°02'59"E 18.38'
3. R=462.00' Δ=33°55'08" L=273.50' CH=N29°00'33"E 269.53'
4. R=13.00' Δ=72°42'18" L=16.50' CH=N09°36'58"E 15.41'
5. R=462.00' Δ=8°52'15" L=71.53' CH=S79°06'02"W 71.46'
6. R=13.00' Δ=109°47'09" L=24.91' CH=N19°46'20"E 21.27'
7. R=13.00' Δ=109°47'09" L=24.91' CH=S70°16'03"E 21.27'
8. R=462.00' Δ=66°31'59" L=536.48' CH=N88°06'22"E 506.85'
9. R=13.00' Δ=64°09'33" L=14.56' CH=S10°43'30"W 13.81'
10. R=462.00' Δ=9°43'19" L=78.39' CH=N26°12'56"W 78.30'
11. R=13.00' Δ=126°26'19" L=28.69' CH=N85°42'15"E 23.21'
12. R=13.00' Δ=126°26'19" L=28.69' CH=S14°18'50"W 23.21'
13. R=462.00' Δ=33°12'35" L=267.79' CH=S32°18'02"E 264.05'
14. R=400.00' Δ=9°43'22" L=67.88' CH=S74°18'16"W 67.80'
15. R=13.00' Δ=85°08'19" L=19.32' CH=N26°52'25"E 17.59'
16. R=13.00' Δ=90°00'00" L=20.42' CH=N60°41'44"W 18.38'
17. S74°18'16"W 21.00'
18. R=122.00' Δ=90°00'00" L=191.64' CH=N60°41'44"W 172.53'
19. N77°57'01"W 70.00'
20. R=13.00' Δ=90°00'00" L=20.42' CH=N57°02'59"E 18.38'
21. R=78.00' Δ=90°00'00" L=122.52' CH=S60°41'44"E 110.31'
22. N74°18'16"E 21.00'
23. R=13.00' Δ=90°00'00" L=20.42' CH=N29°18'16"E 18.38'
24. S12°02'59"W 74.98'
25. R=13.00' Δ=90°00'00" L=20.42' CH=S32°57'01"E 18.38'
26. R=13.00' Δ=81°43'25" L=18.54' CH=S82°36'31"E 17.01'
27. N56°31'47"E 60.41'
28. R=400.00' Δ=53°40'17" L=374.70' CH=N83°21'55"E 361.15'
29. R=13.00' Δ=90°00'00" L=20.42' CH=N56°08'18"E 18.38'
30. R=372.00' Δ=71°08'59" L=461.95' CH=S46°42'48"W 432.83'
31. R=13.00' Δ=90°00'00" L=20.42' CH=N33°51'42"W 18.38'
32. N78°51'42"W 45.14'
33. R=772.00' Δ=9°03'45" L=122.11' CH=N74°19'49"W 121.98'
34. R=356.00' Δ=53°40'17" L=333.48' CH=S83°21'55"W 321.42'
35. S56°31'47"W 53.41'
36. R=13.00' Δ=93°08'24" L=21.13' CH=S09°57'35"W 18.88'
37. R=772.00' Δ=6°16'48" L=84.62' CH=S33°28'13"E 84.58'
38. R=13.00' Δ=93°08'24" L=21.13' CH=S76°54'01"E 18.88'
39. N56°31'47"E 53.41'
40. R=244.00' Δ=53°40'17" L=228.56' CH=N83°21'55"E 220.30'
41. R=884.00' Δ=9°03'45" L=139.82' CH=S74°19'49"E 139.68'
42. S78°51'42"E 45.14'
43. R=13.00' Δ=90°00'00" L=20.42' CH=N56°08'18"E 18.38'
44. S11°08'18"W 70.00'
45. R=13.00' Δ=90°00'00" L=20.42' CH=N33°51'42"W 18.38'
46. R=928.00' Δ=9°03'45" L=146.78' CH=N74°19'49"W 146.63'
47. R=200.00' Δ=53°40'17" L=187.35' CH=S83°21'55"W 180.57'
48. S56°31'47"W 60.41'
49. R=13.00' Δ=81°43'25" L=18.54' CH=S15°40'04"W 17.01'
50. R=250.00' Δ=30°39'13" L=133.75' CH=N14°57'43"W 132.16'
51. R=13.00' Δ=72°55'55" L=16.55' CH=N66°45'17"W 15.45'
52. R=372.00' Δ=10°39'19" L=69.18' CH=N71°27'06"E 69.08'
53. R=13.00' Δ=96°24'46" L=21.88' CH=S17°55'03"W 19.38'
54. R=294.00' Δ=30°39'13" L=157.29' CH=S14°57'43"E 155.42'
55. R=406.00' Δ=30°39'13" L=217.21' CH=N14°57'43"W 214.63'
56. R=13.00' Δ=96°24'46" L=21.88' CH=N78°29'42"W 19.38'
57. R=372.00' Δ=10°39'19" L=69.18' CH=N47°58'15"E 69.08'
58. R=13.00' Δ=72°55'55" L=16.55' CH=S06°10'38"W 15.45'
59. R=13.00' Δ=90°00'00" L=20.42' CH=S57°02'59"W 18.38'
60. R=13.00' Δ=90°00'00" L=20.42' CH=S32°57'01"E 18.38'
61. S77°57'01"E 100.05'
62. R=594.00' Δ=35°12'17" L=364.98' CH=S60°20'52"E 359.26'
63. R=13.00' Δ=86°41'40" L=19.67' CH=S86°05'34"E 17.85'
64. N50°33'36"E 108.15'
65. R=13.00' Δ=92°48'21" L=21.06' CH=N04°09'26"E 18.83'
66. R=728.00' Δ=5°36'42" L=71.30' CH=S39°26'24"E 71.27'
67. R=13.00' Δ=92°48'21" L=21.06' CH=N83°02'13"W 18.83'
68. R=550.00' Δ=34°46'24" L=333.80' CH=N60°33'49"W 328.70'
69. R=13.00' Δ=90°00'00" L=20.42' CH=S57°02'59"W 18.38'
70. R=13.00' Δ=90°00'00" L=20.42' CH=N32°57'01"W 18.38'
71. N77°57'01"W 30.00'
72. N12°02'59"E 38.00'
73. R=132.00' Δ=63°43'44" L=146.82' CH=N46°05'09"W 139.37'
74. R=13.00' Δ=95°04'14" L=21.57' CH=S71°12'38"E 19.18'
75. N61°15'15"E 86.43'
76. R=13.00' Δ=83°31'02" L=18.95' CH=N19°29'44"E 17.32'
77. R=297.00' Δ=87°36'29" L=454.13' CH=N21°32'27"E 411.16'
78. R=13.00' Δ=87°16'56" L=19.80' CH=N21°42'14"E 17.94'
79. R=13.00' Δ=92°43'04" L=21.04' CH=N68°17'46"W 18.82'
80. R=522.00' Δ=18°07'42" L=165.16' CH=S42°03'50"E 164.47'
81. R=13.00' Δ=84°18'10" L=19.13' CH=S75°09'04"E 17.45'
82. N62°41'52"E 14.38'
83. R=228.00' Δ=35°24'41" L=140.91' CH=N44°59'31"E 138.68'
84. R=322.00' Δ=11°11'48" L=62.92' CH=N32°53'04"E 62.82'
85. R=13.00' Δ=76°01'55" L=17.25' CH=N00°28'00"E 16.01'
86. R=132.00' Δ=27°56'09" L=64.36' CH=S51°31'02"E 63.72'
87. R=13.00' Δ=76°01'55" L=17.25' CH=S76°29'55"W 16.01'
88. S38°28'58"W 20.75'
89. R=278.00' Δ=11°11'48" L=54.33' CH=S32°53'04"W 54.24'
90. S27°17'10"W 55.71'
91. S62°41'52"W 11.73'
92. R=13.00' Δ=90°00'00" L=20.42' CH=S17°41'52"W 18.38'
93. R=13.00' Δ=90°00'00" L=20.42' CH=N72°18'08"W 18.38'
94. S62°41'52"W 31.00'
95. R=322.00' Δ=100°17'44" L=563.66' CH=S22°50'44"W 494.40'
96. R=13.00' Δ=90°00'00" L=20.42' CH=S44°38'07"E 18.38'
97. R=13.00' Δ=89°08'23" L=20.23' CH=S53°10'31"W 18.25'
98. R=322.00' Δ=12°01'58" L=67.62' CH=N02°35'21"E 67.50'
99. R=13.00' Δ=79°54'25" L=18.13' CH=S43°22'51"E 16.70'
100. R=13.00' Δ=90°00'00" L=20.42' CH=S45°21'53"W 18.38'
101. R=13.00' Δ=90°00'00" L=20.42' CH=S44°38'07"E 18.38'
102. R=13.00' Δ=90°00'00" L=20.42' CH=N45°21'53"E 18.38'
103. R=13.00' Δ=96°33'30" L=21.91' CH=N14°25'06"E 19.41'
104. R=297.00' Δ=15°53'58" L=82.42' CH=N43°10'42"W 82.15'

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PREPARED FOR

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FILE NAME	23691SK12.DWG
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PLOT BY	PETER OLSEN

DRAWING DATA

SURVEY DATE	12-07-2023
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23691 32-39-23	14 OF 15

COURSE INFORMATION

(105) R=13.00' Δ=83°31'02" L=18.95'
CH=N76°59'14"W 17.32'

(106) S61°15'15"W 86.43'

(107) R=13.00' Δ=95°04'14" L=21.57'
CH=S13°43'08"W 19.18'

(108) R=409.00' Δ=4°40'51" L=33.41'
CH=S36°09'25"E 33.40'

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PREPARED FOR

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PROJECT SURVEYOR

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FILE NAME	23691SK12.DWG
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PLOT DATE	THU, 12-7-2023 - 6:28 PM
PLOT BY	PETER OLSEN

DRAWING DATA	
SURVEY DATE	12-07-2023
DRAWN BY	P. OLSEN
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PLAN REVISIONS	

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23691 32-39-23	15 OF 15

DeSoto County

4/28/2026

Item #: 9.

☐ 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 2026-79, 2026-80, 2026-82 and 2026-83.

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

PASSED AND ADOPTED this 28th day of April 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
Capital Road Grant Projects	2	79	Budget FDOT supplemental agreement for SW. Liverpool Road Project FPN-448-741-1-54-01.
Gen. Fund-Non Departmental	3	80	Budget additional Hope Desoto Funds for storage building and transfer the BOCC portion back into Reserves from prior budget amendment # 2026-64.
Law Enforcement Trust	4	82	Sheriff request L.E.T. revenues to be placed in the L.E.T. Reserves Jan. to Mar. (Q2)
Special Projects	5	83	Carryover Kings Hwy.surveying budget into new fiscal year.

2025/2026 Budget Amendments Packet 13
April 28, 2026

		Revenue Sources				Expenses Account Description	
Attachment	**General Fund**	Funds From:	Fund	B.A.		Funds Disbursed For:	
3	25,000.00	Hope Desoto Donation	001	3	25,000.00	Buildings & Improvements	
3	22,100.00	Buildings & Improvements	001	3	22,100.00	Contingency	
	$ 47,100.00				$ 47,100.00		
Attachment	**Special Revenue**	Funds From:	Fund	B.A.		Funds Disbursed For:	
	$ -				$ -		
Attachment	**Capital Construction Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:	
2	248,832.00	SCOP 448741 SW Liverpool Rev.	304	79	248,832.00	SCOP 448741 SW Liverpool Exp.	
5	14,660.00	Cash Carried Forward	307	83	14,660.00	Land	
	$ 263,492.00				$ 263,492.00		
Attachment	**Enterprise Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:	
	$ -				$ -		
Attachment	**Agency Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:	
4	9,463.35	Other Fines & Forfeitures	601	82	9,463.35	Reserve for Contingency	
	$ 9,463.35				$ 9,463.35		
	$ 320,055.35	Total Debits			$ 320,055.35	Total Credits	

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Capital Road Grant Projects		Date	4/28/2026	Amendment #	2026-79

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
30460555416300741	SCOP 448741 SW Liverpool	743,770.00	248,832.00		992,602.00	Budget FDOT supplemental agreement for SW. Liverpool
30400003349000741	SCOP 448741 SW Liverpool	743,770.00		248,832.00	992,602.00	Road. Project # FPN 448741-1-54-01.
	Column TOTALS		248,832.00	248,832.00		$ -

APPROVALS

Board Chairman _____ Date: 4/28/2026

County Administrator _____ Date: 4/28/2026

Finance Director _____ Date: 4/28/2026

Budget Coordinator _____ Date: 4/28/2026

Entered By _____ Date: 4/28/2026

ATTACHMENT 2

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	General Fund-Non Departmental	Date	4/28/2026	Amendment #	2026-80

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
00171495196200000	Buildings & Improvements	137,100.00	25,000.00		162,100.00	Budget additional Hope Desoto Funds for storage building
00100003660005000	Hope Desoto Donation	50,000.00		25,000.00	75,000.00	and transfer the BOCC portion back into Reserves from
						prior budget amendment # 2026-64.
00199985599100000	Contingency	10,002,876.89	22,100.00		10,024,976.89	
00171495196200000	Buildings & Improvements	162,100.00		22,100.00	140,000.00	
	Column TOTALS		47,100.00	47,100.00		$ -

APPROVALS

Board Chairman _____ Date: 4/28/2026

County Administrator _____ Date: 4/28/2026

Finance Director _____ Date: 4/28/2026

Budget Coordinator _____ Date: 4/28/2026

Entered By _____ Date: 4/28/2026

ATTACHMENT 3

BUDGET AMENDMENT REQUEST/CORRECTION

2024/2025

Department	**Law Enforcement Trust**		Date	4/28/2026	Amendment #	**2026-82**

Account #	Account Description	CURRENT Budget	**DEBIT**	**CREDIT**	**REVISED** Budget Amt	Explanation for Request
60151415219901000	Reserve for Contingency	108,649.52	1,581.23		110,230.75	Sheriff request L.E.T.revenues to be placed in L.E.T. Reserves
60100003590000000	Other Fines and Forfeitures	5,336.52		1,581.23	6,917.75	Jan. to Mar. (Q2)
60151415219901000	Reserve for Contingency	110,230.75	106.37		110,337.12	
60100003590000000	Other Fines and Forfeitures	6,917.75		106.37	7,024.12	
60151415219901000	Reserve for Contingency	110,337.12	2,456.85		112,793.97	
60100003590000000	Other Fines and Forfeitures	7,024.12		2,456.85	9,480.97	
60151415219901000	Reserve for Contingency	112,793.97	65.00		112,858.97	
60100003590000000	Other Fines and Forfeitures	9,480.97		65.00	9,545.97	
60151415219901000	Reserve for Contingency	112,858.97	1,689.77		114,548.74	
60100003590000000	Other Fines and Forfeitures	9,545.97		1,689.77	11,235.74	
60151415219901000	Reserve for Contingency	114,548.74	3,564.13		118,112.87	
60100003590000000	Other Fines and Forfeitures	11,235.74		3,564.13	14,799.87	
	Column TOTALS		9,463.35	9,463.35		$ -

APPROVALS

Board Chairman _____ Date: 4/28/2026

County Administrator _____ Date: 4/28/2026

Finance Director _____ Date: 4/28/2026

Budget Coordinator _____ Date: 4/28/2026

Entered By _____ Date: 4/28/2026

ATTACHMENT 4

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Special Projects		Date	4/28/2026	Amendment #	2026-83

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
30760555416100000	Land	770,200.00	14,660.00		784,860.00	Carryover Kings Hwy surveying budget inoto new fiscal year.
30700003990000000	Cash Carried Forward	843,890.75		14,660.00	858,550.75	
	Column TOTALS		14,660.00	14,660.00		$ -

APPROVALS

Board Chairman _____ Date: 4/28/2026

County Administrator _____ Date: 4/28/2026

Finance Director _____ Date: 4/28/2026

Budget Coordinator _____ Date: 4/28/2026

Entered By _____ Date: 4/28/2026

ATTACHMENT 5

DeSoto County

4/28/2026

Item #: 10.

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

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

TITLE & DESCRIPTION:
Resolution/Opioid Litigation Settlements

REQUESTED MOTION:
To authorize the County Administrator to Execute Participation and Release forms and related documents for current and future opioid litigation settlements.

SUMMARY:
This resolution authorizes the DeSoto County Administrator to execute all necessary participation and release forms required for the County to take part in current and future opioid litigation settlements. It ensures the County can access available settlement funds and continue participating in statewide efforts to address the opioid crisis.
BACKGROUND:
The State of Florida and numerous local governments initiated legal action against pharmaceutical manufacturers and distributors involved in the opioid crisis. A statewide agreement, known as the Florida Memorandum of Understanding, was established to guide how settlement funds stemming from said litigation are distributed and used. DeSoto County previously agreed to participate in this plan in 2021. As additional settlements are reached, participating entities must complete specific documentation to facilitate the disbursement of funds. This resolution streamlines that process by granting the County Administrator authority to execute required documents, ensuring timely participation and maximizing available funding for opioid abatement efforts.

FUNDS:
Budget Amount: **n/a**
Actual Agenda It Cost: **n/a**
Account Number: **n/a**
Explanation: **n/a**

DESOTO COUNTY, FLORIDA

RESOLUTION 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE PARTICIPATION AND RELEASE FORMS AND RELATED DOCUMENTS FOR CURRENT AND FUTURE OPIOID LITIGATION SETTLEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida filed an action in Pasco County, Florida, and numerous Florida cities and counties filed actions in *In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio)* (collectively, the "Opioid Litigation") against various pharmaceutical manufacturers, distributors, and related entities (the "Defendants"); and

WHEREAS, the State of Florida and counsel representing participating local governments developed a unified plan for the allocation and use of settlement proceeds derived from the Opioid Litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") establishes a framework for the allocation and use of opioid settlement proceeds among the State and participating political subdivisions; and

WHEREAS, on May 25, 2021, the Board of County Commissioners of DeSoto County (the "Board") approved participation in the Florida Plan and authorized the County Administrator to execute the Memorandum of Understanding on behalf of the County; and

WHEREAS, as various Defendants enter into settlement agreements in the Opioid Litigation, settlement proceeds become available to participating entities, including counties, conditioned upon execution of participation and release forms for each settlement; and

WHEREAS, failure to participate in such settlements may reduce the total funds available for allocation to the State of Florida and its political subdivisions; and

WHEREAS, in order to ensure the County's timely participation in current and future opioid-related settlements, the Board finds it appropriate to authorize the County Administrator to execute all necessary participation and release forms and related documents on behalf of the County; and

WHEREAS, the Board finds that adoption of this Resolution is in the best interest of the public health, safety, and welfare of the residents of DeSoto County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONGS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. The foregoing recitals are hereby ratified and confirmed as true and correct and are incorporated herein by this reference.

Section 2. Authorization. The County Administrator is hereby authorized to execute, on behalf of DeSoto County, any and all participation and release forms, certifications, and related documents required to participate in any current or future settlements arising out of the Opioid Litigation, including but not limited to the Six Remnant Defendants Combined Participation Form, and any similar or successor documents.

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

PASSED AND ADOPTED this 28th day of April 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
Mandy Hines
County Administrator

By:_____
Steve Hickox
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente,
County Attorney

Docusign Envelope ID: 8E350349-22EB-44B5-97F2-BC4D5368E6A2

Rubris

7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

New National Opioids Settlement: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: DE SOTO COUNTY, FL
Reference Number: CL-2023297

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SIX REMNANT DEFENDANTS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: Monday, May 4, 2026

A new proposed national opioids settlement ("*Six Remnant Defendants Settlement*") has been reached with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (each individually, a "*Remnant Defendant*," and, collectively, the "*Six Remnant Defendants*"). This package is a follow-up communication to the *Notice of National Opioids Settlement* recently sent electronically.

You are receiving this package, which includes a *Combined Subdivision Participation and Release Form*, because your entity is eligible to participate.

This electronic envelope contains:

- A *Combined Subdivision Participation and Release Form* for the *Six Remnant Defendants Settlement* that your entity is eligible to join, including a release of any claims.

The *Combined Subdivision Participation and Release Form* must be executed, without alteration, and submitted on or before Monday, May 4, 2026, for your entity to be included in the initial participation calculations and payment eligibility under the *Six Remnant Defendants Settlement*.

The MDL Plaintiffs' Executive Committee recommends that subdivisions agree to the settlement. If a subdivision elects to participate in the *Six Remnant Defendants Settlement* by executing the *Combined Subdivision Participation and Release Form*, the subdivision elects to participate in the settlement as to all *Six Remnant Defendants*. A subdivision cannot elect to participate in the settlement as to fewer than all *Six Remnant Defendants*. Based upon *Combined Subdivision Participation and Release Forms* received on or before Monday, May 4, 2026, the participation rate will be used by each *Remnant Defendant* to

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individually determine whether participation is sufficient to move forward. If the settlement moves forward, your release will become effective as to all *Remnant Defendants* that determine to move forward. If a *Remnant Defendant* determines not to move forward, your release as to that *Remnant Defendant* will not become effective.

You are encouraged to discuss the terms and benefits of the *Six Remnant Defendants Settlement* with your counsel. Information and documents regarding the *Six Remnant Defendants Settlement*, can be found on the national settlement website at *https://nationalopioidsettlement.com/.* This website will be supplemented if additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Combined Subdivision Participation and Release Form* to the Notice and Claims Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Subdivision Participation and Release Form* electronically through DocuSign will return the signed form to the Notice and Claims Administrator and associate your form with your entity's records. Electronic signature is the most efficient method for returning the *Combined Subdivision Participation and Release Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via Rubris Platform Portal*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link within the New National Opioid Settlement Notice email in order to upload your entity's *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal.

(3) *Manual Signature returned via electronic mail*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be returned via electronic mail to *opioidsparticipation@rubris.com*. Please include the name, state, and reference ID of your entity in the body of the email and use the subject line *Combined Subdivision Participation and Release Form* – [Entity Name, Entity State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Subdivision Participation and Release Form*, including changing the authorized signer, can be found at National Opioid Settlement Website. You may also contact *opioidsparticipation@rubris.com*.

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Suite A100
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www.rubris.com

The sign-on period ends on Monday, May 4, 2026.

If you have any questions about executing the *Combined Subdivision Participation and Release Form,* please contact your counsel or the Notice and Claims Administrator at *opioidsparticipation@rubris.com***.**

Thank you,
Notice and Claims Administrator

The Notice and Claims Administrator is retained to provide the settlement notice required by the settlement agreement referenced above and to manage the collection of settlement participation forms from the settlement.

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EXHIBIT G

Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: DE SOTO COUNTY	State: FL
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).

2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating

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Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.

8. The Governmental Entity has the right to enforce the RDSA as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.

11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

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A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DeSoto County

4/28/2026

Item #: 11.

☐ 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 / Comprehensive Plan Amendment Adoption / Affordable Housing-Density (COMP-0015-2025)

REQUESTED MOTION:
A motion to approve/deny the proposed ordinance for the adoption of the comprehensive plan amendment related to bonus densities for affordable and workforce housing.

SUMMARY:
The following are proposed amendments to the DeSoto County Comprehensive Plan Future Land Use Element that are related to providing higher bonus densities for designated Workforce and Affordable Housing developments within the existing Neighborhood Mixed Use Future Land Use and Urban Center Mixed Use categories. The amendments are limited to areas of unincorporated county that are in proximity to infrastructure and services. These higher bonus densities criteria have been clarified but relocated to the LDRs and are part of that amendment. Other amendments provide additional policy clarification and general clean-up

BACKGROUND:
The following provides a background for the need for affordable and workforce housing in unincorporated DeSoto County. Most new single-family residential subdivisions in the county are developed with relatively low densities (dwelling units per acre). The most common are the minor subdivisions (6 lots or less) and larger scale PUD zoned developments by major developers. For minor subdivisions, the lots can be larger (e.g., 5, 10 acres or greater) and can be as small as ½ acre if they meet the zoning requirements and any utility requirements by the State for well and septic.
Most larger scale single-family residential tract home builders prefer major subdivisions of 200 + units with 1.5 to 2 dwelling units per gross acre in private, gated communities

and have PUD zoning. This low density is typically due to the likely presence of wetlands, typical sizing of infrastructure (e.g., roadway widths, etc.), providing amenities, the requirements of open space, buffers, setbacks, and stormwater ponds.

While both subdivision types are common, both types of lower density development can be financially challenging for the local government to serve in terms of revenue earned versus the cost of providing services and infrastructure. As an example, this is especially true when it comes to transportation capacities and the amount of driving (commute times, lane miles utilized per capita, etc.) that future residents and service providers will use in daily life. More lane miles used per household means more road miles for a local government to maintain.

Location and density are critical components to the efficiency of services that are mentioned in the Bonus Density criteria (Policy 1.1.4). However, due to the amount of detail associated and the need for the exact language in the LDRs, the policy has been generalized and the more specific language moved to the LDRs.

In terms of providing incentives or criteria for affordable housing, the County does have existing requirements for at least 10% affordable or workforce housing within villages. These are new developments within designated "New Communities", which are established by the New Community Area Map, FLUEMS-8 in the Future Land Use Element. There are two New Communities on the map with existing entitlements mentioned in the policies under Objective 4.1. However, neither New Community 1 or 2 has yet to achieve any significant development or affordable housing.

DESOTO COUNTY DEVELOPMENT DEPARTMENT

CASE#:	COMP-0015-2025
REQUEST:	County-Initiated Text Amendment to the Comprehensive Plan Future Land Use Element
APPLICANT:	DeSoto County Government
PROPERTY ID:	NA
PROPERTY ADDRESS:	NA

DEVELOPMENT REVIEW REPORT

The following are proposed amendments to the DeSoto County Comprehensive Plan Future Land Use Element that are related to providing higher bonus densities for designated Workforce and Affordable Housing developments within the existing Neighborhood Mixed Use Future Land Use and Urban Center Mixed Use categories. The amendments are limited to areas of unincorporated county that are in proximity to infrastructure and services. These higher bonus densities criteria have been clarified but relocated to the LDRs and are part of that amendment. Other amendments provide additional policy clarification and general clean-up.

I. BACKGROUND

The following provides a background for the need for affordable and workforce housing in unincorporated DeSoto County. Most new single-family residential subdivisions in the county are developed with relatively low densities (dwelling units per acre). The most common are the minor subdivisions (6 lots or less) and larger scale PUD zoned developments by major developers. For minor subdivisions, the lots can be larger (e.g., 5, 10 acres or greater) and can be as small as ½ acre if they meet the zoning requirements and any utility requirements by the State for well and septic.

Most larger scale single-family residential tract home builders prefer major subdivisions of 200 + units with 1.5 to 2 dwelling units per gross acre in private, gated communities and have PUD zoning. This low density is typically due to the likely presence of wetlands, typical sizing of infrastructure (e.g., roadway widths, etc.), providing amenities, the requirements of open space, buffers, setbacks, and stormwater ponds.

While both subdivision types are common, both types of lower density development can be financially challenging for the local government to serve in terms of revenue earned versus the cost of providing services and infrastructure. As an example, this is especially true when it comes to transportation capacities and the amount of driving (commute times, lane miles utilized per capita, etc.) that future residents and service providers will use in daily life. More lane miles used per household means more road miles for a local government to maintain.

Location and density are critical components to the efficiency of services that are mentioned in the Bonus Density criteria (Policy 1.1.4). However, due to the amount of detail associated and the need for the exact language in the LDRs, the policy has been generalized and the more specific language moved to the LDRs.

In terms of providing incentives or criteria for affordable housing, the County does have existing requirements for at least 10% affordable or workforce housing within villages. These are new developments within designated “New Communities”, which are established by the New Community Area Map, FLUEMS-8 in the Future Land Use Element. There are two New Communities on the map with existing entitlements mentioned in the policies under Objective 4.1. However, neither New Community 1 or 2 has yet to achieve any significant development or affordable housing.

Like many rural communities in the region and throughout the State of Florida, housing is often developed in areas that are not near infrastructure and services, making housing less affordable, which is an issue for the County and its workforce. According to United Way of Florida’s 2024 ALICE (Asset Limited, Income Constrained, Employed) Report, which examined data in 2023, DeSoto households that met the ALICE criteria were 40% (state avg. 34%) of the 12,656 households. Meaning, these households are living “paycheck to paycheck” and any unexpected expenses can be traumatic.

The Household Survival Budget from the ALICE Report reflects the minimum cost to live and work in the current economy and includes housing, childcare, food, transportation, health care, technology, and taxes. It does not include savings for emergencies or future goals like college or retirement. In 2023, household costs in every county in Florida were well above the Federal Poverty Level of $14,580 for a single adult and $30,000 for a family of four. For DeSoto County in 2023, the survival budget for the various types of households is as follows:

Name	Single Adult	One Adult One Child	One Adult One	Two Adults	Two Adults Two Children	Two Adults Two	Single Senior 65+	Two Seniors 65+
Housing	$ 788	$ 805	$ 805	$ 805	$ 910	$ 910	$ 788	$ 805
Child Care	$ -	$ 219	$ 583	$ -	$ 438	$ 1,459	$ -	$ -
Food	$ 465	$ 786	$ 705	$ 852	$ 1,429	$ 1,261	$ 428	$ 784
Transportation	$ 469	$ 604	$ 604	$ 709	$ 996	$ 996	$ 399	$ 568
Health Care	$ 162	$ 488	$ 488	$ 488	$ 759	$ 759	$ 575	$ 1,150
Technology	$ 86	$ 86	$ 86	$ 116	$ 116	$ 116	$ 86	$ 116
Miscellaneous	$ 197	$ 299	$ 327	$ 297	$ 465	$ 550	$ 228	$ 342
Taxes	$ 269	$ 201	$ 256	$ 346	$ 270	$ 443	$ 335	$ 583
Monthly Total	$ 2,436	$ 3,488	$ 3,854	$ 3,613	$ 5,383	$ 6,494	$ 2,839	$ 4,348
ANNUAL TOTAL	$ 29,232	$ 41,856	$ 46,248	$ 43,356	$ 64,596	$ 77,928	$ 34,068	$ 52,176
Hourly Wage	$ 15	$ 21	$ 23	$ 22	$ 32	$ 39	$ 17	$ 26

For calculating affordability, state agencies consider the Area Median Income (AMI). The AMI for DeSoto County, FL in 2025 is $64,400 and the following illustrates what thresholds area households based upon their income, could qualify for housing programs. Developers that provide housing at these levels and higher levels (e.g., 80-120% AMI) may also be able to qualify for various incentives and financing with various state and federal programs for new housing. Most incentive programs are for rental housing though, instead of homeownership-based programs.

- Extremely Low-Income (30% AMI):
  - 1 Person: $15,650
  - 4 Persons: $32,150
- Very Low-Income (50% AMI):
  - 1 Person: $24,950
  - 4 Persons: $47,000
- Low-Income (80% AMI):
  - 1 Person: $39,900
  - 4 Persons: $56,950

Another major factor in household survival next to food is transportation. The average cost of insuring, fueling, maintaining, registration, and taxes associated with auto ownership in Florida is $8,483 per vehicle (*which does not include the cost of the actual vehicle itself*) according to GoBankingRates.com, BankRate.com, and Insurance.com. Owning more than one automobile can be challenging for lower income households, which is why proximity to employment and services are critical. If a household can have one fewer car, better housing and other needs are more achievable.

Housing density is a critical component of providing affordable housing. Land values remain and continue to increase in cost. Recent trends show a slight decline in housing and land prices, but overall prices are still high versus wages and make home ownership and rent challenging for the community's workforce. The ability for a developer to provide more dwelling units per acre of property is critical to the ability to provide a greater quantity of housing to the area and potentially some affordable units.

Multi-family developments can provide a greater quantity of affordable housing more efficiently than single-family attached and detached housing due to the limited amount of infrastructure that must be constructed per household (e.g., water lines, sewer lines, new streets, stormwater infrastructure, etc.). Multi-family design concentrates the dwelling units with a minimal amount of infrastructure. Typically, multi-family buildings are constructed on existing public streets and connect/extend existing utilities to their site. Residents normally park their vehicles at on-site parking lots and utilize any on-site amenities for recreation. These savings are passed on in the business plan of development translating to the ability to charge reduced rents. Multi-family rental developments also have more programs available to them in terms of developing affordable housing versus single-family and ownership programs.

Greater density in these specific locations also provides incentives for developers of market-rate ownership-based (non-rental) housing to build in areas that are in closer proximity to services as the proposed definition of affordable housing includes proposed development with at least 25% of units designated as affordable. It also provides the ability for the developer to integrate some affordable units at the desired income levels into their market rate project. In many other jurisdictions, they provide other incentives for affordable housing to include waiver of certain development requirements, quicker / priority development and permit review, etc.

As mentioned in the Bonus Density Criteria in Policy 1.1.4, location is not only critical to achieve the bonus density, but it is also critical to the residents. For affordable housing developers, the lower costs to develop (locate on existing roads, utilizes, etc.) are extended to the price of the rent that can be charged to future residents. The location of affordable housing in proximity to services, employment, schools, etc., also adds to the affordability of maintaining a household budget, especially if one fewer automobile per household can be achieved.

The current maximum densities provided for in the DeSoto County Comprehensive Plan are relatively low and more rural or suburban oriented. When property is located near services and infrastructure, higher densities should be considered and may help to encourage housing that is more attainable for residents and the workforce. According to the National Association of Home Builders, *How Zoning Regulations Affect Affordable Housing*, Nov. 11, 2024, "… *implementing zoning reforms that encourage higher-density developments and reduce bureaucratic barriers will create a more accessible housing landscape*."

Methodology of Proposed Changes

DeSoto County's Comprehensive Plan Future Land Use Element has a variety of Future Land Use Map designations, providing for residential and non-residential development. The designations also allow a variety of residential densities (dwelling units per acre) and non-residential intensities (floor-area-ratio of land area to building area).

The Future Land Use Element also allows for the approval of Bonus Density, as qualified by Policy 1.1.4. This policy states these higher density opportunities can be found to be appropriate when developing in proximity to public infrastructure, proposing designs that protect environmentally sensitive areas, providing increased open and public recreational spaces, and other exceptional design components, that help to balance the higher densities with designs that are determined to be more community oriented and efficient to serve (given level of detail and not general policy guidance, detail has been moved to LDRs and clarified).

The Urban Center Mixed Use and Neighborhood Mixed Use categories currently offer an existing bonus maximum density of 8 and 5 du/ac respectively. They appear to be the best areas to offer higher bonus densities (up to 12 du/ac) for Workforce and Affordable housing designated development, as development in these areas are primarily residential uses in progressive degrees of urban intensity with higher density in areas adjacent to or within the Urban Center and less density/intensity in areas adjacent to the Low and Medium Density Residential and Rural/Agricultural categories.

These areas generally have existing or planned service with central water and sewer systems, stormwater management facilities, and paved public roadways. They are also in proximity to services and major employers. The location of the Urban Center Mixed Use and Neighborhood Mixed Use areas are normally at major collector and arterial road intersections, where such crossroads act as village and hamlet town centers.

It is important to balance growth and development with the rural and agricultural history of the community. Finding areas for denser development that work from an infrastructure and compatibility perspective is critical. Locating this type of affordable housing near employers and schools is also important for working families.

III. PROPOSED CHANGES TO ELEMENT

The following updates are proposed and highlighted in yellow. Below is the Land Use Summary Table and related policies, which serves as a quick reference guide for staff and the public to understand the minimum and maximum densities (dwelling units per acre – abbreviated as du/acre) and intensities (Floor to Area Ratio – abbreviated as FAR) by land use category which has specific items reflected not reflected in the other polices and vice-versa.

> ***Policy 1.1.2: Land Use Categories Summary.*** *The County shall implement the following land use categories as shown on the Future Land Use Map:*

Land Use	***Base Density/Intensity***	***Bonus Density/Intensity* ~~(Policy 1.1.3)~~***
Rural/Agriculture	*Residential – Up to 1 du/10 acres* *Non-residential – Up to 0.4 FAR maximum*	***No bonus***
Low-Density Residential	*Residential – Up to 2 du/acre* *Non-residential – Up to 0.4 FAR*	*3.5 du/ac maximum** *1.0 FAR maximum*

Land Use	Base Density/Intensity	Bonus Density/Intensity* ~~(Policy 1.1.3)~~
Medium-Density Residential	*Residential – Up to 3.5 du/acre*	*5 du/ac maximum **
Neighborhood (Live/Work) Mixed Use	*Residential – Up to 3.5 du/acre* *Non-residential – Up to 0.4 FAR*	*5 du/ac maximum** *8 du/ac maximum for workforce housing** *12 du/ac maximum for affordable* *0.6 FAR maximum**
Employment Center	*Non-residential – Up to 0.5 FAR*	*Non-residential – Up to 0.7 FAR* *0.7 FAR maximum**
Urban Central Mixed Use	*Residential – Up to 5 du/acre* *Non-residential – Up to 0.6 FAR*	*8 du/acre maximum* *10 du/acre maximum for workforce housing** *12 du/ac maximum for affordable housing** *2.0 FAR maximum*
Commercial	*Non-residential- Up to 0.25 FAR*	*Non-residential – Up to 0.35 FAR maximum**
Public Land and Institutions	*Publicly and semi-publicly owned lands that are effectively controlled from developing into a typical residential density or private non-residential land use not involved in service to the public. Examples include park, correctional facilities, sewer plants, etc.*	
Electrical Generating Facility	*This land use category is intended for electrical power generating facilities, which includes electric power plants and related facilities. This public service use includes directly related facilities for the production of electricity.*	
Preservation	*Dedicated by plat, site plan, easement or similar designation; permanently protected environmentally sensitive lands that may only be utilized for limited passive recreation.*	
Overlays	***Conservation**: Limited development subject to environmental analysis and protection of natural resources. Reverts to underlying future land use category if not in conservation area.*	

Land Use	Base Density/Intensity	Bonus Density/Intensity* ~~(Policy 1.1.3)~~
	***Generalized Phosphate Mining**: Areas identified as having the highest potential for phosphate mining based on soil types and recognized mineral deposits.*	
	***Existing Community Overlays (see Map FLUEMS-7):** Areas identified as Fort Ogden, Nocatee, and the City of Arcadia Urban Expansion Area (Map FLUEMS-7).*	
Master Planned Area	*Identified and planned larger projects that must be developed as a whole. They are identified to ensure overall community/county integration and vision is achieved, versus isolated islands of development.*	

Note: This is a summary table, please check associated policies for specific regulations as some land use categories have additional requirements or limitations.
**Subject to Policy 1.1.4.*

The following policies summarize the criteria for awarding density bonuses.

Policy 1.1.3 has been updated for consistency with the proposed changes to the specific land use policies and the title and policy has been amended clarifying that the policy covers the density *and* intensity.

> ***Policy 1.1.3**: Density Unit and Intensity Bonus Limits. The Land Development Regulations shall require that ~~Planned Developments~~ developments seeking bonus density and/or intensity meet the ~~and include~~ performance criteria for density and intensity bonuses within the various future land use categories, up to the following levels:*
>
> *(1) Low-Density Residential Use - Up to 3.5 dwelling units per acre and up to a 1.0 FAR.*
> *(2) Medium-Density Residential Use - Up to 5 dwelling units per acre*
> *(3) Neighborhood Mixed Use – Up to 5 dwelling units per acre for market rate residential units and up to 8 du/ac for Workforce Housing and up to 12 du/ac for Affordable Housing (per Policy 1.1.4) and up to 0.6 FAR*
> *(4) Employment Center- up to 1.2 FAR*
> *(5) Urban Center Mixed Use – Up to 8 dwelling units per acre for market rate residential units and up to 10 du/ac for Workforce Housing and up to 12 du/ac for Affordable Housing (per Policy 1.1.4); up to 1.6 FAR*

Policy 1.1.4 contains language requiring the establishment of a bonus point schedule for the Land Development Regulations (LDR) but was never created. This policy has been amended to generally reflect the existence of criteria, but the specifics are in the LDRs.

Policy 1.1.4 *: Density and Intensity Bonus Criteria. ~~A bonus point schedule shall be established within the Land Development Regulations.~~ The Land Development Regulations shall provide criteria for the award of bonus density and intensity which ~~schedule~~ shall give consideration to the ~~performance criteria listed below as a minimum~~:*
~~(1) Provisions and~~ overall design of the project, proximity to public infrastructure (water, sewer, urban roads), employment, affordable housing, and services.
~~(2) Proximity to public safety (Fire/EMS)~~
~~(3) Proximity to schools~~
~~(4) Use of clustering and protection of environmentally sensitive areas~~
~~(5) Increased urban design and landscaping~~
~~(6) Increased public recreation and open space~~
~~(7) Affordable Housing~~
~~(8) Mixed use developments and mixed use buildings~~
~~(9) Adjacent to lands developed with similar densities~~
~~(10) Connectivity between developments~~
~~(11) Donation of usable public land~~
~~(12) Use of multiple performance criteria to achieve higher densities~~
~~Transfer of Development Rights (TDR's)~~

Policy 1.6.9 has been amended to clarify the maximum base density and additional density if a proposal is consistent with the Bonus Density criteria. However, staff reports include an analysis for consistency with these standards but there is no points system in the Land Development Regulations but specific criteria are now proposed.

Policy 1.6.9*: Each village shall have a village center. The village center shall be designed as a shopping center to include uses such as grocery anchor, restaurants, office and general retail. Vertical mixed-use buildings are encouraged. ~~Bonus points for intensity shall be determined within the Land Development Regulations.~~*

The following new policy describes the maximum densities and intensities currently available in the Neighborhood Mixed Use land use category, which is not mentioned in this section as it is in the earlier summary policies. It also adds addition density for housing developments meeting the criteria of Policy 1.1.4.a and utilizes the proposed definitions of Workforce and Affordable housing and assigns them respective maximum densities.

Policy 1.6.13: *The maximum base density allowed for residential projects within the Neighborhood Mixed Use category is 3.5 dwelling units per acre. The maximum bonus density that may be allowed for residential projects is up to 5 dwelling units per acre if the bonus density criteria in the LDRs are met.*

The following new policy describes where the 12 du/ac maximum density can occur consistent with the LDRs.

> ***Policy 1.6.14:*** *Workforce Housing developments may have a maximum bonus density of 8 du/ac and Affordable Housing developments may have a maximum bonus density of 12 du/ac if bonus density criteria are met in Policy 1.1.4 and consistent with the criteria in the LDRs.*

The Urban Center Mixed Use land use designation is within the City of Arcadia Urban Expansion Area, which has public schools within it. As a comparison of the proposed increases in density and intensity, the City of Arcadia has the following land use categories and maximum densities/intensities that are adjacent to this area:

- Low Density Residential – 6 du/ac max
- Medium Density Residential – 14 du/ac max
- High Density Residential – 30 du/ac max
- Mixed Use Business – 14 du/ac max
- Business – 3.0 FAR max
- Public Building and Grounds – 3.0 FAR Max

According to Map FLUEMS-7 (see Exhibit B), the areas (north and east) adjacent to the City are designated Urban Center Mixed Use which has a base maximum density of 5 du/ac and a bonus density maximum of 8 (12 du/ac proposed for affordable housing). West of US 17 is designated Rural / Agricultural on County's land use.

The area along the south side of the City's golf course to NE Roan Street is designated by the City as Rec and Open Space (golf course), Industrial, Business, and Medium Density Residential, with appropriate buffering by new development in the county, and could be generally compatible with adjacent development (subject to County staff review of specific development applications).

> ***Policy 1.9.3****: A mixture of uses shall be provided within the Urban Center Mixed Use category. The mix shall be regulated by each Special Community as depicted in* ***Maps FLUEMS-7*** *and* ***FLUEMS-8*** *that include the Urban Center Mixed Use future land use designation as follows:*
>
> ***Arcadia Urban Expansion Area:***

General Use	*Density/ Intensity*	*Minimum*	*Maximum*
Non-Residential Uses	*0.6 FAR*	*30%*	*50%*

General Use	Density/ Intensity	Minimum	Maximum
Residential Uses	*~~8 du/ac~~* *Per Future Land Use Map Category*	*20%*	*50%*
Light Industrial	*0.6 FAR*	*0%*	*20%*

The following new policy describes the maximum densities available in the Urban Center Mixed Use land use category but are not mentioned in this section as it is in the earlier summary policies. It adds additional density for housing developments meeting the criteria of Policy 1.1.4.a and utilizes the proposed definitions of Workforce or Affordable housing and assigns them respective maximum densities.

> ***Policy 1.9.9:*** *The maximum base density allowed for residential projects within the Urban Center Mixed Use category is 5 dwelling units per acre. The maximum bonus density that may be allowed for residential projects is up to 8 dwelling units per acre if bonus density criteria in the LDRs are met.*

The following new policy describes the bonus density maximums for designated affordable and workforce housing developments if consistent with the criteria in the LDRs.

> ***Policy 1.9.10:*** *Workforce Housing developments may have a maximum bonus density of 8 du/ac and Affordable Housing developments may have a maximum bonus density of 12 du/ac if bonus density criteria are met in Policy 1.1.4 and consistent with the criteria in the LDRs.*

The following new policy clarifies the maximum FAR and makes it consistent with the existing numbers in the summary table in Policy 1.1.2. No changes to the maximum are proposed, just adds language in the related policies for clarification.

> ***Policy 1.9.11****: Non-residential projects within the Urban Center Mixed Use land use shall be limited to a maximum floor area ratio not to exceed 0.6 but may apply for bonus intensity of up to 2.0 FAR if the development meets the criteria in Policy 1.1.4 and the LDRs.*

The County does not have any policies or restricts (outside of FAA requirements surrounding airports) for building heights. The accompanying amendment to the Land Development Regulations provides a maximum height for residential uses.

New definitions are proposed to clarify references to “affordable housing” and “workforce housing” in these amendments.

DEFINITIONS

Affordable Housing means housing which is available at a price or rent not exceeding 30 percent of a household's gross income. Owner-occupied housing costs include principal, interest, insurance, and property taxes. Rental housing costs include the contract rent. Low-income households are defined as a household with gross income which are at or below 80 percent of median income adjusted for family size, consistent with annually adjusted Department of Housing and Urban Development income guidelines.

Workforce Housing *means housing affordable to natural persons or families whose total annual household income falls between 80% and 120% of the Area Median Income (AMI). Income limits, adjusted for household size.*

IV. DATA & ANALYSIS

Section 163.3177(1)(f), Florida Statutes, provides that all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue.

The following is a review for consistency with the DeSoto County Comprehensive Plan. Staff has also provided a more detailed *Supportive Data and Analysis Report for County-Initiated Comprehensive Plan Text Amendment COMP-0015-2025*, see Exhibit D, referenced in this report.

Consistency with the Comprehensive Plan

The proposed amendment application has been reviewed for consistency with the following Comprehensive Plan provisions.

Future Land Use Element (FLUE) Provisions

GOAL 1: FUTURE GROWTH. 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.

Consistency analysis: The proposed amendment increasing the allowable density of the Urban Center Mixed Use and the Neighborhood Mixed-Use categories is for designated Workforce and Affordable housing developments. The policy has been amended for future projects to consider overall project design, proximity to public infrastructure (water, sewer, urban roads), employment, and services. The details implementing this policy have been moved to the LDRs. Increasing density and concentrating development in these areas is consistent with this goal. Based on the above, it is concluded the amendment can be found ***consistent*** *with this goal.*

Policy 1.1.13: *BEBR*. The County will ensure that the Future Land Use Map includes adequate amounts of lands to accommodate the medium projected housing growth by the University of Florida's Bureau of Economic and Business Research for a 10-year and 15-year planning period.

Consistency analysis: According to UF BEBR, using a Medium population growth, the county's population is expected to grow by approximately 1,000 persons in 25 years (40 persons or 7 dwelling units per year). Using UF BEBR's High projections, the county's population is expected to grow by approximately 6,500 persons in 25 years (260 persons or 102 dwelling units per year). Given the amount of growth and development in the county, the High projection at this point in 2025, is a more reasonable projection. This slower rate of growth provides the County with decades to meet adopted level of service standards. It is also important to acknowledge that Future Land Use designations and their maximum density have little to no impact on the rate or amount of population growth in this case. Most developments do not utilize the maximum development density or intensity available. Based on the above, it is concluded the amendment can be found ***consistent*** *with this policy.*

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 1.16.1: The County shall encourage infill development within the Urban Center Mixed Use, Employment Center and Neighborhood Mixed Use Areas of the County by:

(1) Increases in densities or intensities of use for infill parcels served by adequate public facilities and services.
(2) Expedition of the permitting process for infill development proposals.
(3) Consideration of exceptions to requirements such as minimum lot sizes, minimum setbacks, or minimum parking requirements to provide for residential, affordable residential and economically viable commercial opportunities that are compatible with the adjacent uses.

(4) Prioritize public expenditures to areas of higher intensities and densities of use to encourage development to locate where public facilities are more readily and more economically available.
(5) Coordination with municipal, county and state transportation facilities to provide adequate levels of service that support higher densities and intensities of development within or adjacent to currently developed areas.

Consistency analysis: The Urban Center Mixed Use and Neighborhood Mixed Use Areas and the specific areas identified are recognized as being in developing and redevelopment areas of the county in proximity to infrastructure and services. Concentrating Workforce and Affordable residential development within these areas potentially increases the efficiency of County services and infrastructure. Proximity to employment also increased affordability and overall cost of living for residents. Based on the above, it is concluded that the amendment can be found ***consistent*** *with this policy and the Supportive Data and Analysis Report.*

FLUE Policy 1.16.2: The County shall direct development to areas where services and facilities are available to accommodate additional growth.

Consistency analysis: *The Urban Center Mixed Use and Neighborhood Mixed Use Areas and the specific areas identified are recognized as being in developing and redevelopment areas of the county in proximity to infrastructure and services. Concentrating Workforce and Affordable residential development within these areas potentially increases the efficiency of County services and infrastructure. Proximity to employment also increased affordability and overall cost of living for residents.*

The proposed amendments to increase the bonus density of affordable housing only in these specific areas is consistent with this policy and the Supportive Data and Analysis Report.

Based on the higher BEBR population projections, it is concluded that DeSoto County will have decades to accommodate any impacts generated from the proposed amendment. Based on the above, it is concluded the amendment can be found ***consistent*** *with this policy and the Supportive Data and Analysis Report.*

Objective 1.22: Concurrency Management. DeSoto County shall implement a development review process to ensure that development occurs where public facilities have sufficient capacity to serve the existing population, reservations of approved development orders, and for the needs of the development proposed, based on level-of-service standards as established by the Comprehensive Plan, adopted in accordance with Section 163.3202(1), FS. and implemented through the procedures within the Land Development Regulations.

Consistency analysis: *DeSoto County's Comprehensive Plan enforces concurrency management consistent with State requirements (Chapter 163.3180)*

and those outlined in the LDRs and Comprehensive Plan. All new development will be required to meet these requirements.

According to UF BEBR, using a medium population growth, the county's population is expected to grow by approximately 1,000 persons in 25 years (40 persons or 7 dwelling units per year). Using UF BEBR's High projections, the county's population is expected to grow by approximately 6,500 persons in 25 years (260 persons or 102 dwelling units per year). Given the amount of growth and development in the county, the High projection at this point in 2025, is a more reasonable projection. This slower rate of growth provides the County with decades to meet adopted level of service standards. Based on the above, it is concluded the amendment can be found ***consistent*** *with this objective, supporting policies, and the Supportive Data and Analysis Report.*

Objective 3.1: Fort Ogden Community: Vision Statement. The County recognizes the Fort Ogden Community (as designated in the Interim 2040 Existing Community Overlay Map FLUEMS-7 and shall preserve the character of this community as a Rural Settlement.

Consistency analysis: *The proposed text amendment does not impact Fort Ogden. Based on the above, it is concluded that the amendment can be found* ***consistent*** *with this objective.*

Objective 3.2: Nocatee Community: Vision Statement. The County recognizes the Nocatee Community (as designated in the Interim 2040 Existing Community Overlay Map FLUEMS-7 and shall preserve the character of this community as a contemporary, mixed use community.

Consistency analysis: *The proposed text amendment increases the maximum bonus density for designated Workforce and Affordable housing developments within the Neighborhood Mixed Use Future Land Use Category, which includes the Nocatee community. Nocatee Elementary School is located within the Nocatee Community.*

Like all development, any application, whether low density or higher density, is analyzed by staff to determine if the project meets the standards of the Comprehensive Plan and LDRs. All projects are brought before the Board of County Commissioners in a public hearing to determine if the project is also compatible with the area.

Any proposed development within the Nocatee community will be required to be consistent with the Neighborhood Mixed Use designation, this objective and its supporting policies addressing planning principles, design standards, and protection of adjacent rural areas. Any development proposed will be required to

*be consistent with the character of the area. Based on the above, it is concluded that the amendment can be found **consistent** with this objective.*

Objective 3.3: Arcadia Urban Expansion Area: Vision Statement. The County recognizes the Arcadia Urban Expansion Area (as designated in the Interim 2040 Existing Community Areas Overlay Map FLUEMS-7) and shall guide the development of these lands into compact, mixed-use, pedestrian friendly neighborhoods connected by areas of permanent open space. The form of new development within the expansion area is intended to extend the historic development patterns of the existing "central city" and to reinforce the vision of Arcadia as a City and not as a central city surrounded by suburban sprawl development.

Consistency analysis: *The proposed text amendment increases the maximum bonus density for Workforce and Affordable Housing developments within the Urban Center Mixed Use and Neighborhood Mixed Use Future Land Use Categories, which includes the Arcadia Urban Expansion Area. As a comparison of the existing maximum base, bonus, and proposed increase in density for affordable projects, the City of Arcadia has the following land use categories and maximum densities/intensities that are adjacent to this area which in some cases are higher:*

- *Low Density Residential – 6 du/ac max*
- *Medium Density Residential – 14 du/ac max*
- *High Density Residential – 30 du/ac max*
- *Mixed Use Business – 14 du/ac max*
- *Business – 3.0 FAR max*
- *Public Building and Grounds – 3.0 FAR Max*

According to Map FLUEMS-7 (see Exhibit B), the areas (north and east) adjacent to the City are designated Urban Center Mixed Use which has a base maximum density of 5 du/ac and a bonus density maximum of 8 (12 du/ac proposed for affordable housing).

The area along the south side of the City's golf course to NE Roan Street is designated by the City as Rec and Open Space (golf course), Industrial, Business, and Medium Density Residential, with appropriate buffering by new development in the county, and could be generally compatible with adjacent development (subject to County staff review of specific development applications).

Like all development, any application, whether low density or higher density, is analyzed by staff to determine if the project meets the standards of the Comprehensive Plan and LDRs. All projects are brought before the Board of County Commissioners in a public hearing to determine if the project is also compatible with the area.

Any proposed development within the Arcadia Urban Expansion Area will be required to be consistent with the designations, objectives and supporting policies addressing the area's philosophy, guiding principles, standards for review, design, TND principles, and street network. Based on the above, it is concluded that the amendment can be found ***consistent*** *with this objective.*

Supportive Data and Analysis Report

Exhibit D is the Supportive Data and Analysis Report, which analyzes the impact of the proposed amendment on the County's infrastructure and services. The report analyzes the proposed increase in density for this existing land use category versus growth projections, infrastructure, and services provided by the County.

This report analyzes the existing base, bonus, and proposed maximum densities allowed by the amendments. However, it's important to also consider that the build-out of an area is usually substantially lower than the maximum density allowed in the future land use category. The existing FLUM has few locations that achieve maximum buildout / density (maximum dwelling units per acre).

The areas that are close to the maximum are usually those on existing smaller lots or with low density residential type subdivisions (tract home builders) where 2 or 3 du/ac is the typical maximum. When a development would utilize the denser 9-12 du/ac max for affordable housing, it typically occurs as one development of approximately 200 – 250 multi-family dwelling units with designated affordable units, associated parking, open space, and an amenity center near employment or service opportunities. The amendment caters to a limited number of builders and developers as well that would utilize it.

The report analyzed the eligible areas and created a more realistic build-out and growth projections for the subject areas and analyzed those impacts. It needs to be recognized that DeSoto County (or likely any country) does not have the current capacity in their infrastructure and services for their *existing and adopted* Future Land Use Map at buildout with maximum density. That was not the intent of the FLUM when established by the 1985 Growth Management Act to have all infrastructure and services existing for the current FLUM but was put in place as a 20-year plan along with the concurrency requirements to ensure development grew consistent with the County's adopted level-of-services standards for its infrastructure and services. The concurrency management policies of the Comprehensive Plan and LDRs ensure that all proposed development addresses these issues and requirements with each land development application. The County also makes capacity-adding improvements as required with its annually updated Capital Improvement Plan (CIP). Given all these factors, the supportive report concludes that that there are no issues from a future capacity perspective not to support the amendment.

IV. PUBLIC NOTICE

Section 163.3184(11)(b), Florida Statutes, establishes the public hearing requirements for local Comprehensive Plan amendments. It provides the local governing body shall hold at least two advertised public hearings on the proposed amendment. The first public hearing is held at the transmittal stage. The public hearing must be held on a weekday at least 7 days after the day that the first advertisement is published pursuant to the requirements of chapter 125 or chapter 166. The second public hearing must be held at the adoption stage. That hearing must be held on a weekday at least 5 days after the day that the second advertisement is published pursuant to the requirements of chapter 125 or chapter 166.

Public notice includes advertising the amendment in a newspaper of general circulation in DeSoto County at least 10 days prior to each public hearing for the text amendment. The County has provided evidence that the amendment was noticed at least 10 days before the Planning Commission public hearing. Such notice is filed with the Division and incorporated herein by reference.

Florida Statutes Chapter 163.3184(3) Expedited State Review Process, which outlines the specific process for text amendments to Comprehensive Plans. These proposed amendments will have the following schedule:

- October 07, 2025 and March 3, 2026 – Legislative public hearing by the Planning Commission sitting as the Local Planning Agency
- March 10, 2026– Legislative public hearing with the Board of County Commissioners to consider transmittal of amendment to State.
- April 28, 2026 - Legislative public hearing with the Board of County Commissioners to consider adoption of the amendment.

Required Notifications

The public hearing on this item was advertised in the newspaper indicating the time, date, and location of the hearing as required by the State Statute and the DeSoto County Land Development Regulations.

V. ATTACHMENTS

Exhibit A: Expedited State Review Flow Chart

Exhibit B: Map FLUEMS-7, Existing Community Overlay Map

Exhibit C: Proposed Ordinance

Exhibit D: Supportive Data and Analysis Report

VI. 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. An application to amend the Comprehensive Plan's Interim 2040 Future Land Use Element by changing the base and bonus residential density maximums in the Neighborhood Mixed Use and Urban Center Mixed Use designation was filed with the Development Department. The Development Department has reviewed the application and determined the application is complete.

2. The Planning Director has reviewed the text amendment application for consistency with Section 163.3184(3), Florida Statutes, and concludes the application can be found to be **consistent** with those requirements.

3. The Planning Director has reviewed the proposed amendment against the Comprehensive Plan's goals, objectives and policies and concludes it can be found to be **consistent**.

4. The due public notice requirements have been satisfied.

VII. A L T E R N A T I V E A C T I O N S

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 record evidence presented at the hearing and adopt the proposed ordinance.

B. Enter into the record the Development Review Report and all record evidence presented at the hearing and deny the proposed ordinance.

VIII. P U B L I C H E A R I N G S

A. Planning Commission recommendation. Heard at the October 7, 2025 and March 3, 2026. Planning Commission had many comments and suggestions at the October 7, 2025 meeting, therefore staff revised proposal.
Planning Commission recommended approval at the March 3, 2026, 5-0

B. Board of County Commission action. Transmittal hearing March 10, 2026.

C. Board of County Commission action. Adoption hearing April 28, 2026.

Exhibit A – Expedited State Review Flow Chart

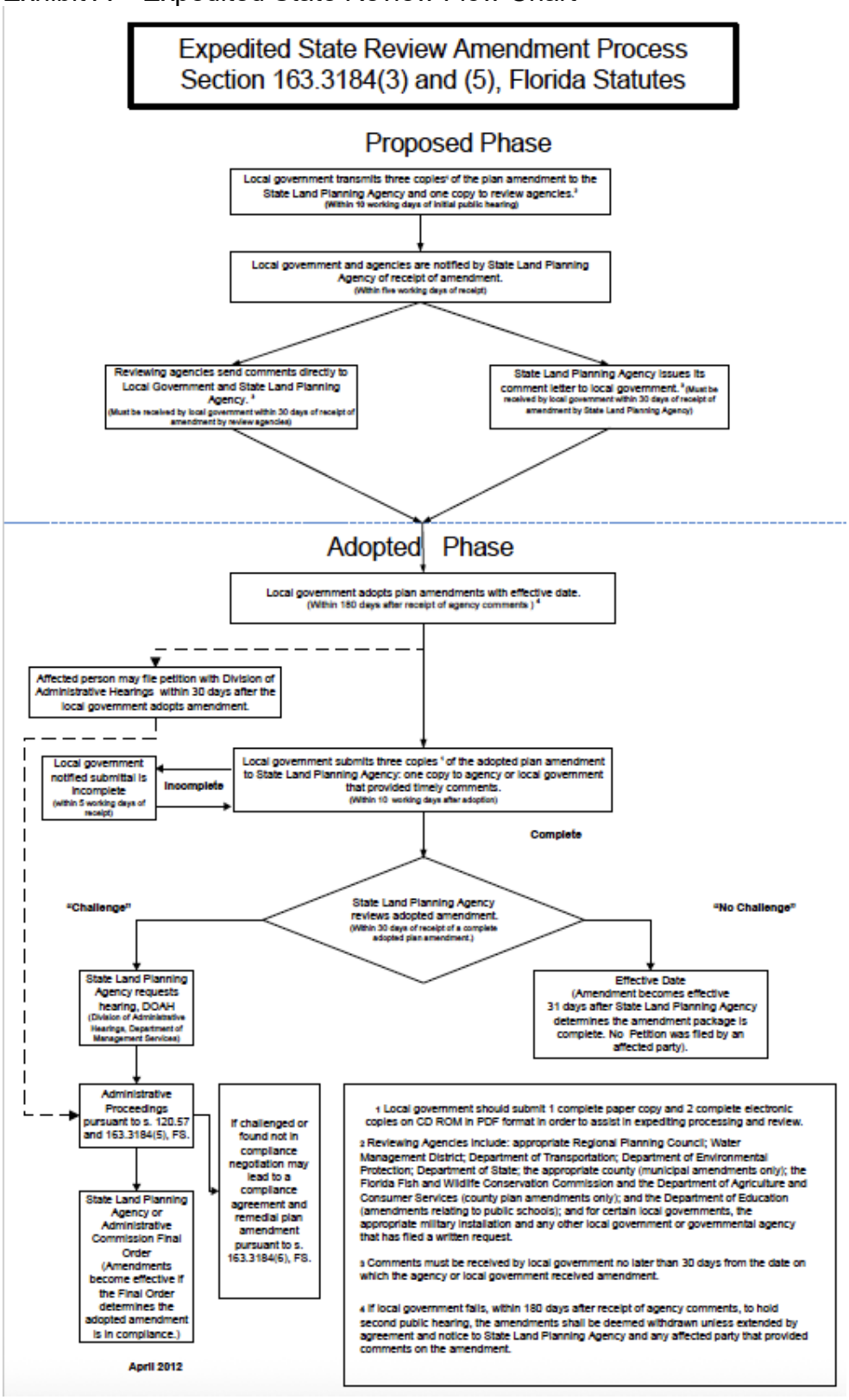
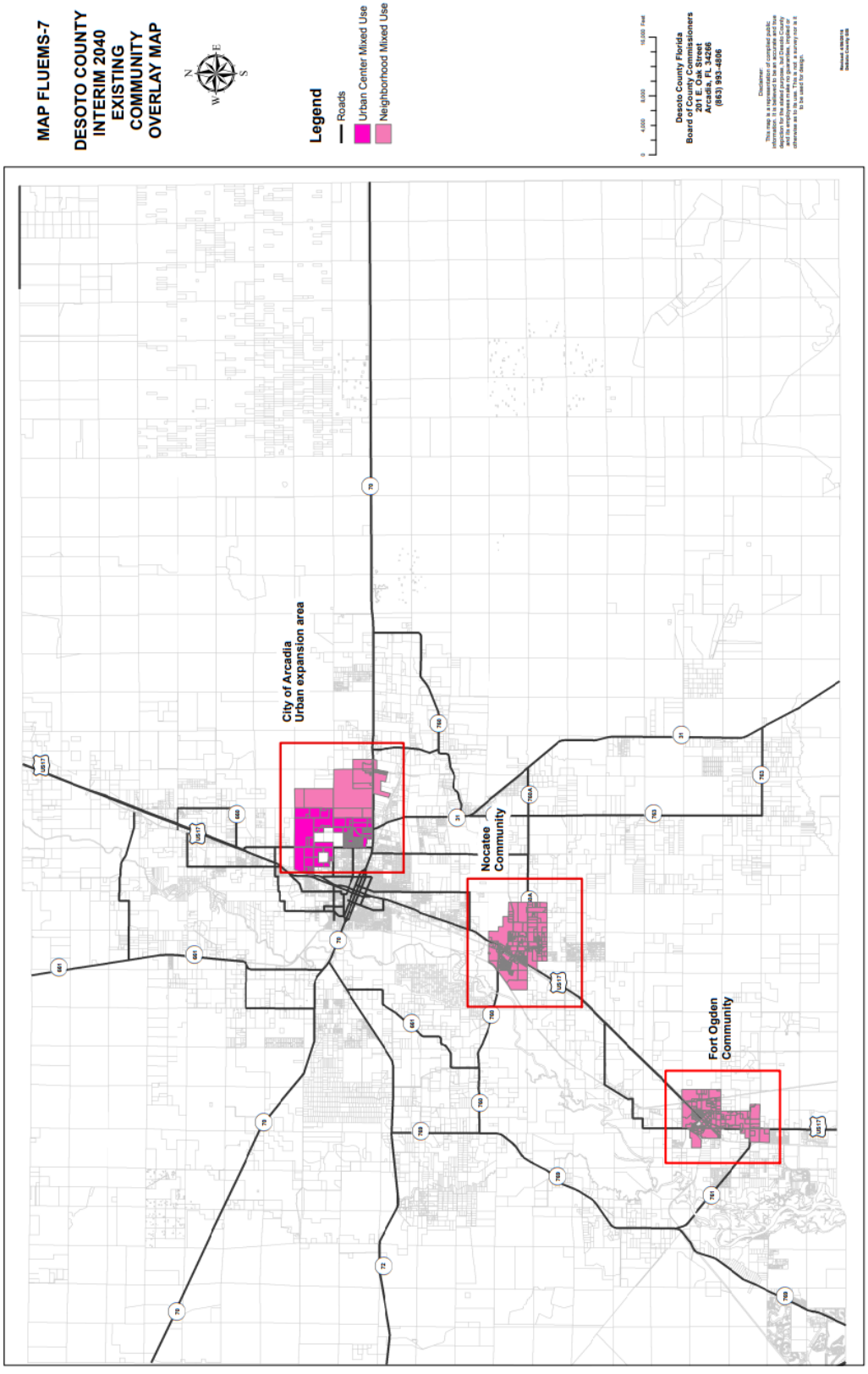


Exhibit B: Map FLUEMS-7



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.

April 13, 2026

The Honorable J.C. Deriso
Chairman, DeSoto County
Board of County Commissioners
201 East Oak Street, Suite
Arcadia, Florida 34266

Dear Chairman Deriso,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for DeSoto County (Amendment No. 26-02ESR) received on March 13, 2026. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The local government should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the local government is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the local government. **If the local government receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- The local government shall hold a second public hearing, which shall be a hearing on whether to adopt the comprehensive plan amendment. **If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendment is deemed withdrawn** unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment pursuant to section 163.3184(3)(c)1., F.S**. If the amendment is not adopted at the second public hearing, the amendment shall be formally adopted by the local government within 180 days** after the second public hearing is held **or the amendment is deemed withdrawn.**

- **The adopted amendment must be transmitted to FloridaCommerce within 30 working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under section 163.3184(3)(c)2. and 4., F.S., **the amendment effective date** is 31 days after FloridaCommerce notifies the local government that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Scott Rogers, Regional Planning Administrator, by telephone at (850)-717-8510 or by email via Scott.Rogers@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /sr

Enclosure(s): Procedures for Adoption

cc: Misty Servia, AICP, DeSoto County Planning Director
Rebekah Harp, Interim Executive Director, Southwest Florida Regional Planning Council

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

DESOTO COUNTY, FLORIDA
ORDINANCE 2026- ___

AN ORDINANCE OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING A COMPREHENSIVE PLAN TEXT AMENDMENT TO THE FUTURE LAND USE ELEMENT TO AMEND OBJECTIVE 1.1 "LAND USE CATEGORIES ESTABLISHED," RELATED TO DENSITY AND INTENSITY BONUS CRITERIA; AMENDING OBJECTIVE 1.6 "NEIGHBORHOOD MIXED USE CATEGORY DEFINED" AND OBJECTIVE 1.9 "URBAN CENTER LAND USE CATEGORY DEFINED" TO ALLOW FOR INCREASED BONUS DENSITY MAXIMUMS FOR THE LIMITED PURPOSE OF AFFORDABLE AND/OR WORKFORCE HOUSING; CLARIFYING LANGUAGE FOR CONSISTENCY; PROVIDING FOR DEFINITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners (hereinafter referred to as the "Board") to prepare and enforce comprehensive plans for the development of DeSoto County (the "County"); and

WHEREAS, the Community Planning Act (Sections 163.3161-163.3217, Florida Statutes) empowers and mandates the Board to prepare, adopt and amend a comprehensive plan for the County's future growth and development; and

WHEREAS, the County's Development Department initiated this Comprehensive Plan Text Amendment (COMP-0015-2025) to amend the Future Land Use Element, including Objective 1.1 (Land Use Categories Established), Objective 1.6 (Neighborhood Mixed Use Category Defined), and Objective 1.9 (Urban Center Mixed Use Category Defined), in order to clarify density and intensity bonus criteria and to authorize increased bonus density maximums for designated Workforce Housing and Affordable Housing developments within limited future land use categories; and

WHEREAS, the proposed amendment related to Workforce Housing and Affordable Housing density bonus is limited to the Neighborhood Mixed Use and Urban Center Mixed Use Future Land Use Map categories, which are generally located in proximity to existing or planned public infrastructure, central water and sewer service, paved roadways, schools, employment centers, and other community services; and

WHEREAS, the Board finds that concentrating higher residential densities in areas served by infrastructure and services promotes efficient use of public facilities, reduces sprawl, supports concurrency management, and advances the County's stated goal of directing the most intensive growth into the urban center and surrounding areas while protecting rural and agricultural lands; and

WHEREAS, the Board finds that allowing increased bonus densities for designated Workforce Housing and Affordable Housing developments within the Neighborhood Mixed Use and Urban Center Mixed Use categories may encourage the development of attainable housing in locations that are more efficient to serve and more accessible to employment, schools, and services; and

WHEREAS, the proposed amendment does not alter the base densities of the subject land use categories, does not mandate approval of any specific development, and does not

eliminate the requirement that all development comply with concurrency management, level-of-service standards, compatibility requirements, and all applicable provisions of the Comprehensive Plan and Land Development Regulations; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board is required to transmit to the reviewing agencies and any other local government or governmental agency that has filed a written request with the governing body the proposed Comprehensive Plan amendments; and

WHEREAS, public transmittal hearings on the Comprehensive Plan amendment were held by the DeSoto County Planning Commission, acting as the Local Planning Agency, on March 3, 2026, and by the Board on March 10, 2026, pursuant to Sections 163.3184 (3) and (5), F. S.; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, on DATE, the amendment was transmitted to the reviewing agencies (and any other local government or governmental agency that has filed a written request with the governing body) and the Florida Department of Commerce (FDC) acknowledged receipt of the amendment package (Reference No.) on DATE, 2026; and

WHEREAS, upon the receipt of DeSoto County Comprehensive Plan amendment by the Florida Department of Commerce (FDC), the FDC must review the amendment and issue to DeSoto County an Objections, Recommendations and Comments (ORC) Report on the amendment; and

WHEREAS, FDC issued a letter on April 14, 2026 stating the review was completed and they had no comments on the proposed amendment; and

WHEREAS, on April 28, 2026, the Board held an adoption hearing to consider the adoption of the proposed amendment to its comprehensive plan, with due public notice having been provided, and having considering all comments received during such public hearing, including the data and analyses provided for in the County staff report, finds it is necessary and desirable to adopt, and does hereby adopt, the comprehensive plan amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORDA, AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby adopts the amendments modifying the DeSoto County Comprehensive Plan text, Policies 1.1.2, 1.1.3, 1.1.4, 1.6.9, and 1.9.3; creating new policies 1.6.13, 1.6.14, 1.9.9, 1.9.10, and 1.9.11, and providing for newly defined terms, as more particularly set forth in Exhibit A to this Ordinance.

SECTION 2. The adopted amendment to the DeSoto County Comprehensive Plan is attached as Exhibit A to this Ordinance

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision or portion of this ordinance is declared by any court

of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect

SECTION 5. The effective date of this Plan amendment shall be according to law and the applicable statutes and regulations pertaining thereto..

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 28th day of April 2026.

ATTEST:

BY: _____
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Hickox
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente
County Attorney

EXHIBIT A

DESOTO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT GOALS, OBJECTIVES AND POLICIES

Excerpt

Objective 1.1: Land Use Categories Established

***

Policy 1.1.2: Land Use Categories Summary. The County shall implement the following land use categories as shown on the Future Land Use Map:

Land Use Categories	Base Density/Intensity	Bonus Density/Intensity* ~~(Policy 1.1.3)~~
Rural/Agriculture	Residential – Up to 1 du/10 acres Non-residential – Up to 0.4 FAR maximum	**No bonus**
Low-Density Residential	Residential – Up to 2 du/acre Non-residential – Up to 0.4 FAR	3.5 du/ac maximum* 1.0 FAR maximum
Medium-Density Residential	Residential – Up to 3.5 du/acre	5 du/ac maximum *
Neighborhood (Live/Work) Mixed Use	Residential – Up to 3.5 du/acre Non-residential – Up to 0.4 FAR	5 du/ac maximum* 8 du/ac maximum for workforce housing* 12 du/ac maximum for affordable 0.6 FAR maximums
Employment Center	Non-residential – Up to 0.5 FAR	Non-residential – Up to 0.7 FAR 0.7 FAR maximum*
Urban Central Mixed Use	Residential – Up to 5 du/acre Non-residential – Up to 0.6 FAR	8 du/acre maximum 10 du/acre maximum for workforce

		housing* 12 du/acre maximum for affordable housing* 2.0 FAR maximum
Commercial	Non-residential- Up to 0.25 FAR	Non-residential – Up to 0.35 FAR maximum*
Public Land and Institutions	Publicly and semi-publicly owned lands that are effectively controlled from developing into a typical residential density or private non-residential land use not involved in service to the public. Examples include park, correctional facilities, sewer plants, etc.	
Electrical Generating Facility	This land use category is intended for electrical power generating facilities, which includes electric power plants and related facilities. This public service use includes directly related facilities for the production of electricity.	
Preservation	Dedicated by plat, site plan, easement or similar designation; permanently protected environmentally sensitive lands that may only be utilized for limited passive recreation.	
Overlays	**Conservation**: Limited development subject to environmental analysis and protection of natural resources. Reverts to underlying future land use category if not in conservation area.	
	Generalized Phosphate Mining: Areas identified as having the highest potential for phosphate mining based on soil types and recognized mineral deposits.	
	Existing Community Overlays (see Map FLUEMS-7): Areas identified as Fort Ogden, Nocatee, and the City of Arcadia Urban Expansion Area (Map FLUEMS-7).	
Master Planned Area	Identified and planned larger projects that must be developed as a whole. They are identified to ensure overall community/county integration and vision is achieved, versus isolated islands of development.	

Note: This is a summary table, please check associated policies for specific regulations as some land use categories have additional requirements or limitations.
*Subject to Policy 1.1.4.

Policy 1.1.3: Density Unit and Intensity Bonus Limits. The Land Development Regulations shall require that ~~Planned Developments~~ developments seeking bonus density and/or intensity meet the ~~and include~~ performance criteria for density and intensity bonuses within the various future land use categories, up to the following levels:

(1) Low-Density Residential Use - Up to 3.5 dwelling units per acre and up to a 1.0 FAR.
(2) Medium-Density Residential Use - Up to 5 dwelling units per acre
(3) Neighborhood Mixed Use – Up to 5 dwelling units per acre for market rate residential

units and up to 8 du/ac for Workforce Housing and up to 12 du/ac for Affordable Housing (per Policy 1.1.4) and up to 0.6 FAR

(4) Employment Center- up to 1.2 FAR

(5) Urban Center Mixed Use – Up to 8 dwelling units per acre for market rate residential units and up to 10 du/ac for Workforce Housing and up to 12 du/ac for Affordable Housing (per Policy 1.1.4); up to 1.6 FAR

Policy 1.1.4 : Density and Intensity Bonus Criteria. ~~A bonus point schedule shall be established within the Land Development Regulations.~~ The Land Development Regulations shall provide criteria for the award of bonus density and intensity which ~~schedule~~ shall give consideration to the~~ performance criteria listed below as a minimum:~~

~~(1) Provisions and~~ overall design of the project, proximity to public infrastructure (water, sewer, urban roads), employment, affordable housing, and services.

~~(2) Proximity to public safety (Fire/EMS)~~

~~(3) Proximity to schools~~

~~(4) Use of clustering and protection of environmentally sensitive areas~~

~~(5) Increased urban design and landscaping~~

~~(6) Increased public recreation and open space~~

~~(7) Affordable Housing~~

~~(8) Mixed use developments and mixed use buildings~~

~~(9) Adjacent to lands developed with similar densities~~

~~(10) Connectivity between developments~~

~~(11) Donation of usable public land~~

~~(12) Use of multiple performance criteria to achieve higher densities Transfer of Development Rights (TDR's)~~

***

Objective 1.6: Neighborhood Mixed Use Category Defined.

***

Policy 1.6.9: Each village shall have a village center. The village center shall be designed as a shopping center to include uses such as grocery anchor, restaurants, office and general retail. Vertical mixed-use buildings are encouraged. ~~Bonus points for intensity shall be determined within the Land Development Regulations.~~

***

Policy 1.6.13: The maximum base density allowed for residential projects within the Neighborhood Mixed Use category is 3.5 dwelling units per acre. The maximum bonus density that may be allowed for residential projects is up to 5 dwelling units per acre if the bonus density criteria in the LDRs are met.

***

Policy 1.6.14: Workforce Housing developments may have a maximum bonus density of 8 du/ac and Affordable Housing developments may have a maximum bonus density of 12 du/ac if bonus density criteria are met in Policy 1.1.4 and consistent with the criteria in the LDRs.

***

Objective 1.9: Urban Center Land Use Category Defined.

***

Policy 1.9.3: A mixture of uses shall be provided within the Urban Center Mixed Use category. The mix shall be regulated by each Special Community as depicted in **Maps FLUEMS-7** and **FLUEMS-8** that include the Urban Center Mixed Use future land use designation as follows:

Arcadia Urban Expansion Area:

General Use	Density/ Intensity	Minimum	Maximum
Non-Residential Uses	0.6 FAR	30%	50%
Residential Uses	~~8 du/ac~~ Per Future Land Use Map Category	20%	50%
Light Industrial	0.6 FAR	0%	20%

***

Policy 1.9.9: The maximum base density allowed for residential projects within the Urban Center Mixed Use category is 5 dwelling units per acre. The maximum bonus density that may be allowed for residential projects is up to 8 dwelling units per acre if bonus density criteria in the LDRs are met.

Policy 1.9.10: Workforce Housing developments may have a maximum bonus density of 8 du/ac and Affordable Housing developments may have a maximum bonus density of 12 du/ac if bonus density criteria are met in Policy 1.1.4 and consistent with the criteria in the LDRs.

Policy 1.9.11: Non-residential projects within the Urban Center Mixed Use land use shall be limited to a maximum floor area ratio not to exceed 0.6 but may apply for bonus intensity of up to 2.0 FAR if the development meets the criteria in Policy 1.1.4 and the LDRs

***

DEFINITIONS

Affordable Housing means housing which is available at a price or rent not exceeding 30 percent of a household's gross income. Owner-occupied housing costs include principal, interest, insurance, and property taxes. Rental housing costs include the contract rent. Low-income households are defined as a household with gross income which are at or below 80 percent of median income adjusted for family size, consistent with annually adjusted Department of Housing and Urban Development income guidelines.

***

Workforce Housing means housing affordable to natural persons or families whose total annual household income falls between 80% and 120% of the Area Median Income (AMI). Income limits, adjusted for household size.

***

DeSoto County

4/28/2026

Item #: 12.

☐ 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 / Land Development Regulation Amendment / Affordable Housing-Density (LDR-0013-2026)

REQUESTED MOTION:
A motion to adopt/deny the proposed ordinance amending the Land Development Regulations related to affordable housing density bonuses.

SUMMARY:
A Comprehensive Plan text amendment to the Future Land Use Element is simultaneously tracking with an LDR amendment to allow for consideration of increased densities through a bonus density process for Affordable and Workforce Housing developments. The staff report for the Comprehensive Plan amendment that is being processed simultaneously includes an overview of housing affordability issues and analyzes the recommended changes to facilitate affordable and workforce housing in limited portions of unincorporated DeSoto County. The LDR amendment is subject to approval of the Comprehensive Plan amendment and the LDR amendment analysis is written assuming it has been approved. Should the Comprehensive Plan amendment be denied, the LDR amendment cannot move forward.

BACKGROUND:
Per the Comprehensive Plan, providing opportunities for additional residential density limited to specific areas of the county can be helpful in realizing more affordable and workforce housing for the county and its employers. The Comprehensive Plan directs the application of bonus density criteria to the LDRs. The proposed language is detailed herein and generally includes the following:

- **Consistent with existing Bonus Density criteria in Comprehensive Plan Policy 1.1.4; and**
- **Within Urban Center Mixed Use or Neighborhood Mixed Use Future Land Use**

category; and

- **Affordable and Workforce residential projects shall be substantially located within a 1,000-foot radius of a public school or major employer; and**
- **Establishes minimum percentages for workforce and affordable housing units to achieve bonuses; and**
- **Requires connection to County or City potable water and sanitary sewer; and**
- **Requires a Land Use Restriction Agreement guaranteeing affordable / workforce designation for a minimum of 30 years is approved by the Board of County Commissioners.**

DESOTO COUNTY DEVELOPMENT DEPARTMENT
STAFF REPORT

CASE NO.:	LDR-0013-2026
REQUEST:	County-Initiated Amendment to the Land Development Regulations (LDR) to implement a bonus density for Affordable and Workforce housing projects.
PROPERTY OWNER:	DeSoto County Government
PROPERTY ID:	NA
PROPERTY ADDRESS:	NA

DEVELOPMENT REVIEW REPORT

A Comprehensive Plan text amendment to the Future Land Use Element is simultaneously tracking with an LDR amendment to allow for consideration of increased densities through a bonus density process for Affordable and Workforce Housing developments. The staff report for the Comprehensive Plan amendment that is being processed simultaneously includes an overview of housing affordability issues and analyzes the recommended changes to facilitate affordable and workforce housing in limited portions of unincorporated DeSoto County. The LDR amendment is subject to approval of the Comprehensive Plan amendment and the LDR amendment analysis is written assuming it has been approved. Should the Comprehensive Plan amendment be denied, the LDR amendment cannot move forward.

OVERVIEW

Per the Comprehensive Plan, providing opportunities for additional residential density limited to specific areas of the county can be helpful in realizing more affordable and workforce housing for the county and its employers. The Comprehensive Plan directs the application of bonus density criteria to the LDRs. The proposed language is detailed herein and generally includes the following:

- Consistent with existing Bonus Density criteria in Comprehensive Plan Policy 1.1.4; and
- Within Urban Center Mixed Use or Neighborhood Mixed Use Future Land Use category; and
- Affordable and Workforce residential projects shall be substantially located within a 1,000-foot radius of a public school or major employer; and

- Establishes minimum percentages for workforce and affordable housing units to achieve bonuses; and
- Requires connection to County or City potable water and sanitary sewer; and
- Requires a Land Use Restriction Agreement guaranteeing affordable / workforce designation for a minimum of 30 years is approved by the Board of County Commissioners.

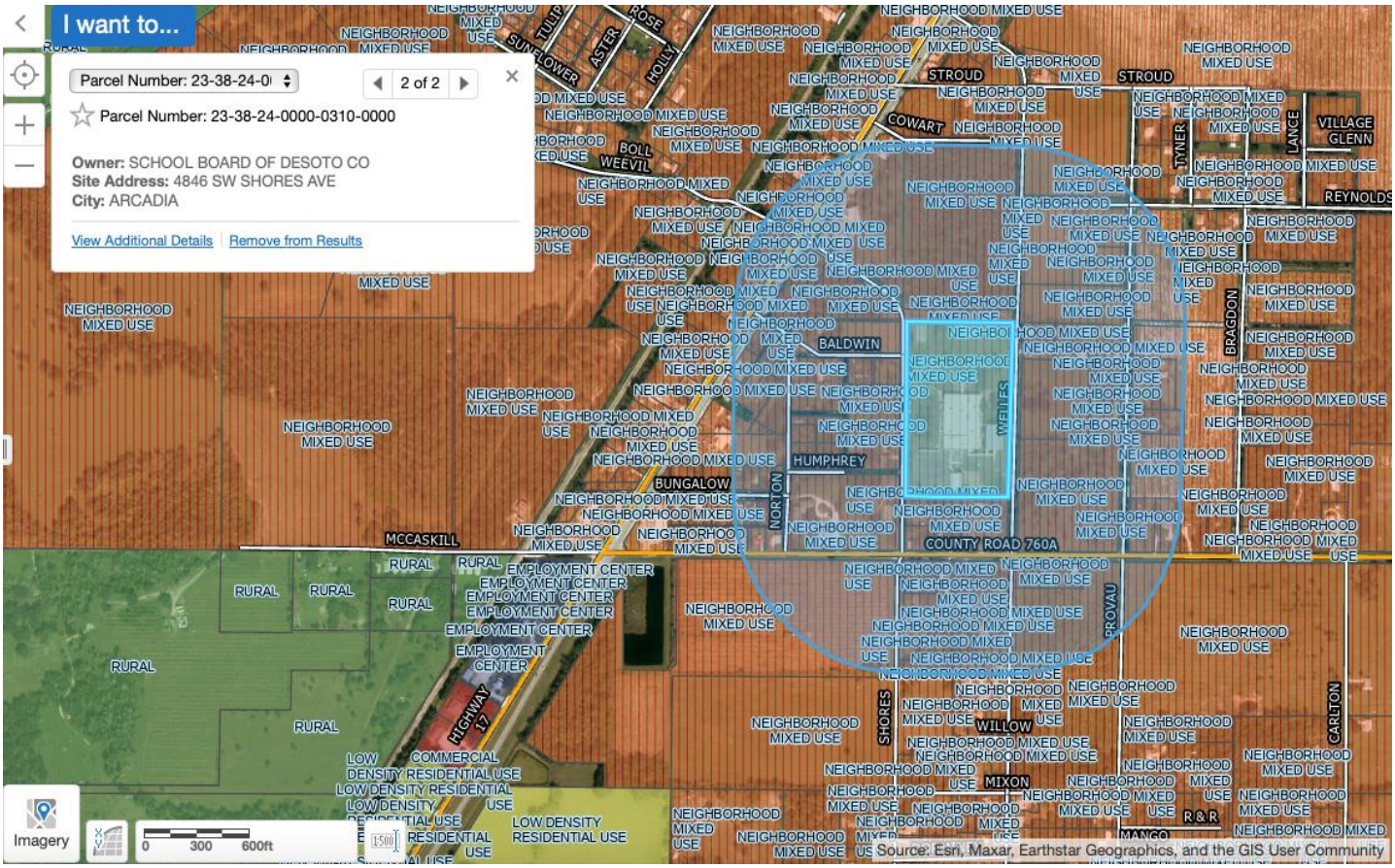
I. DATA AND ANALYSIS

To further refine the areas where it may be appropriate for higher densities for affordable housing, it is critical future affordable development is within proximity to major employers and public schools. The following provides some guidance on incorporating this incentive.

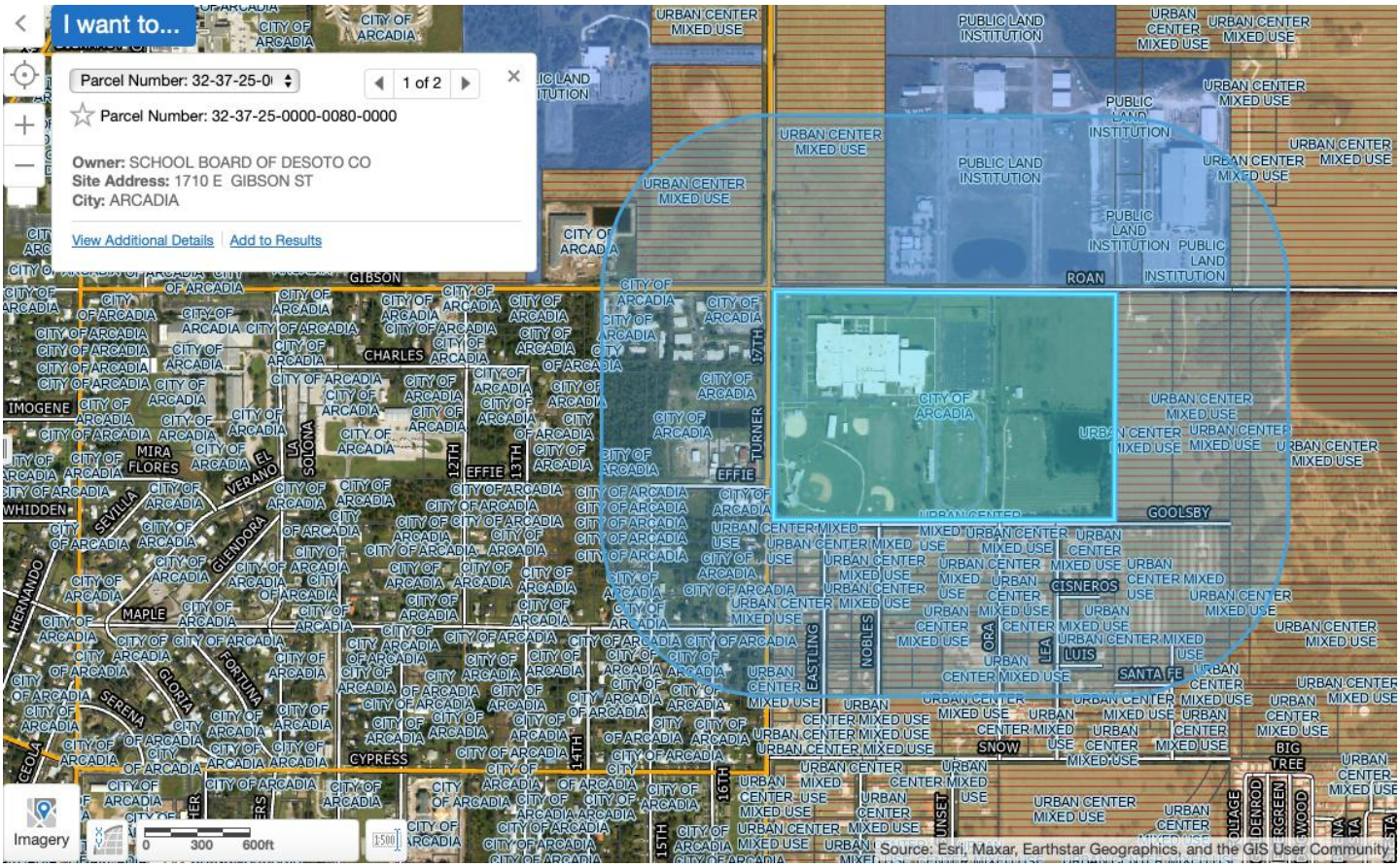
Areas in Proximity of Public Schools
DeSoto County public schools are located mostly in the City of Arcadia. However, Nocatee Elementary is in unincorporated county. The existing DeSoto High School is within the city but is surrounded by unincorporated areas. Please see the following table listing the public schools, location, jurisdiction, proximity to DART transit, and the amount of nearby property that would be eligible for the development of affordable or workforce housing using the previously mentioned criteria.

School Name	Address	Jurisdiction	DART (w/in 1/4 mile)	Eligible Adjacent / 1,000 ft of Property	Number of Eligible Parcels (or portions thereof)	Acres of Eligible Area	Max DU's at 12 du/ac
DeSoto County High School	1710 E Gibson St	City	No	Yes	99	116	1,392
DeSoto Middle School	420 E Gibson St	City		No		0	0
Memorial Elementary School	851 E Hickory St	City		No		0	0
Nocatee Elementary School	4846 SW Shores Ave	County	No	Yes	95	147	1,764
West Elementary School	304 W Imogene St	City		No		0	0
DeSoto Secondary School	318 N Wilson Ave	City		No		0	0
Family Service Center	310 W Whidden St	City		No		0	0

Desoto County High School and Nocatee Elementary School both meet the criteria. Between the two, they have a total of 194 parcels (or portions thereof) and 263 acres of those parcels qualify for the affordable housing density bonus. The following graphic illustrates 1,000 feet from Nocatee Elementary School, all properties within the area would be eligible for the affordable bonus density.



The following graphic illustrates 1,000 feet from DeSoto High School, all properties within the Urban Center Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.



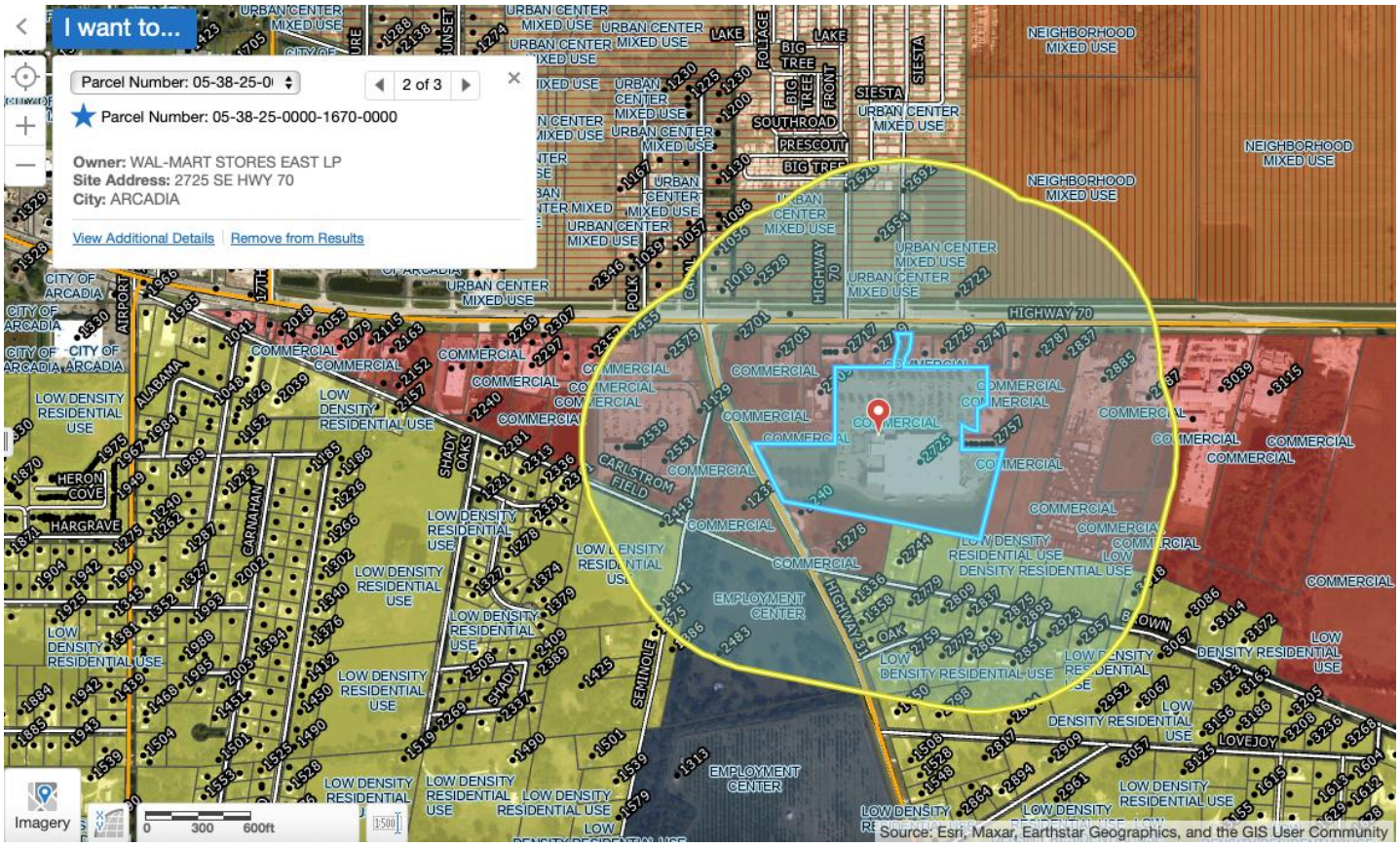
Areas in Proximity of Major Employers

Major employers (with 50 or more employees) are located throughout the County. Please see the following table listing the major employers, location, number of persons employed, jurisdiction, proximity to DART transit, and whether if the adjacent property is in unincorporated county with Urban Center Mixed Use or Neighborhood Mixed Use Future Land Use designations, which would allow an opportunity for density bonus if affordable housing was developed adjacent/within 1,000 feet of their site. The table identifies those eligible properties, the acres of eligible area, and the maximum number of affordable or workforce dwelling units up to the 12 du/ac maximum that could be constructed:

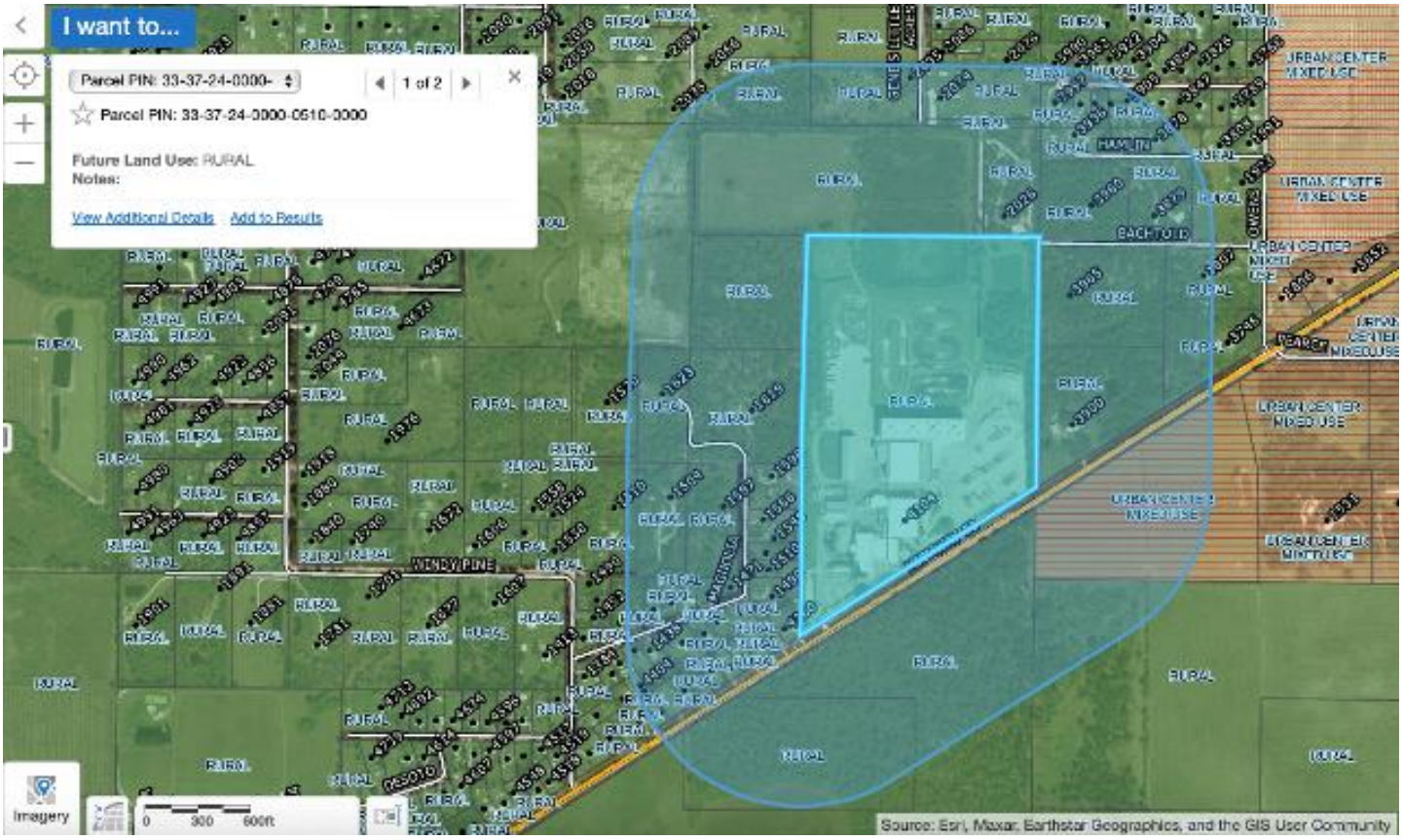
Business	Address	Employment	Jurisdiction	Notes	DART (w/in 1/4 mile)	FLUC	Eligible Adjacent / 1,000 ft of Property	Number of Eligible Parcels (or portions thereof)	Acres of Eligible Area
WALMART DISTRIBUTION CENTER	6785 SW Enterprize Blvd	1,263	County			Employment Center	No		0
DEPT OF CORRECTIONS	13617 SE Highway 70	346	County			Public Lands and Institutional	No		0
WALMART RETAIL	2725 SE Hwy 70	300	County		Yes	Commercial	Yes	13	27.5
WELL PATH RECOVERY SOLUTIONS	13619 SE Highway 70	261	County			Public Lands and Institutional	No		0
PALOMA HARVESTING	5951 SW Carlton Ave	207	County	Not on site		Rural Ag	No		0
SWIFT TRANSPORTATION CO	6605 SW Enterprize Blvd	165	County	Same site as Walmart Dist. Ctr.		Employment Center	No		0
PEACE RIVER CITRUS PRODUCTS	4104 NW Highway 72	136	County		No	Rural Ag	Yes	1	7.4
PUBLIX	2551 SE Highway 70	125	County		Yes	Commercial	Yes	35	12.1
SANDHILL NATIVE GROWERS	5980 SE County Road 760	100	County			Rural Ag	No		0
BETHEL FARMS	8780 NW Bethel Farms Rd	97	County			Rural Ag	No		0
COLLINS AEROSPACE SYSTEMS	11700 SW Winslow Dr	69	County			Commercial	No		0
CROWN ROOF TIES CO, INC	6018 SW Hwy 72	63	County			Rural Ag	No		0
SUNBULB COMPANY / BETTER-GRO	1615 SW Hwy 17	54	County	R&T Land	No	Employment Center	Yes	40	26.3
DESOTO COUNTY SCHOOL DISTRICT	530 La Solona Ave	684	City	Includes all schools		City	No		0
DESOTO MEMORIAL HOSPITAL	900 N Robert Ave	350	City	County adjacent	Yes	City	Yes	2	11.8
AVUM	117 W Oak St	264	City			City	No		0
DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS	201 E Oak St, Suite 201	196	City			City	No		0
DESOTO COUNTY SHERIFFS OFFICE	208 E Cypress St	116	City			City	No		0
MHM HEALTH PROFESSIONALS	425 Nursing Home Drive	102	City			City	No		0
CITY OF ARCADIA	121 W Hickory St	94	City			City	No		0

Between the five eligible major employers, Walmart (retail), Peace River Citrus Products, Publix, Sunbulb, and DeSoto Memorial Hospital have a total of 91 parcels (or portions thereof) and 85 acres of those parcels qualify for the affordable housing density bonus. The following graphics illustrate the 1,000 feet from the major employers, all properties within the area that have the Urban Center Mixed Use or Neighborhood Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.

The following graphic illustrates 1,000 feet from Walmart (retail), all properties within the Urban Center Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.



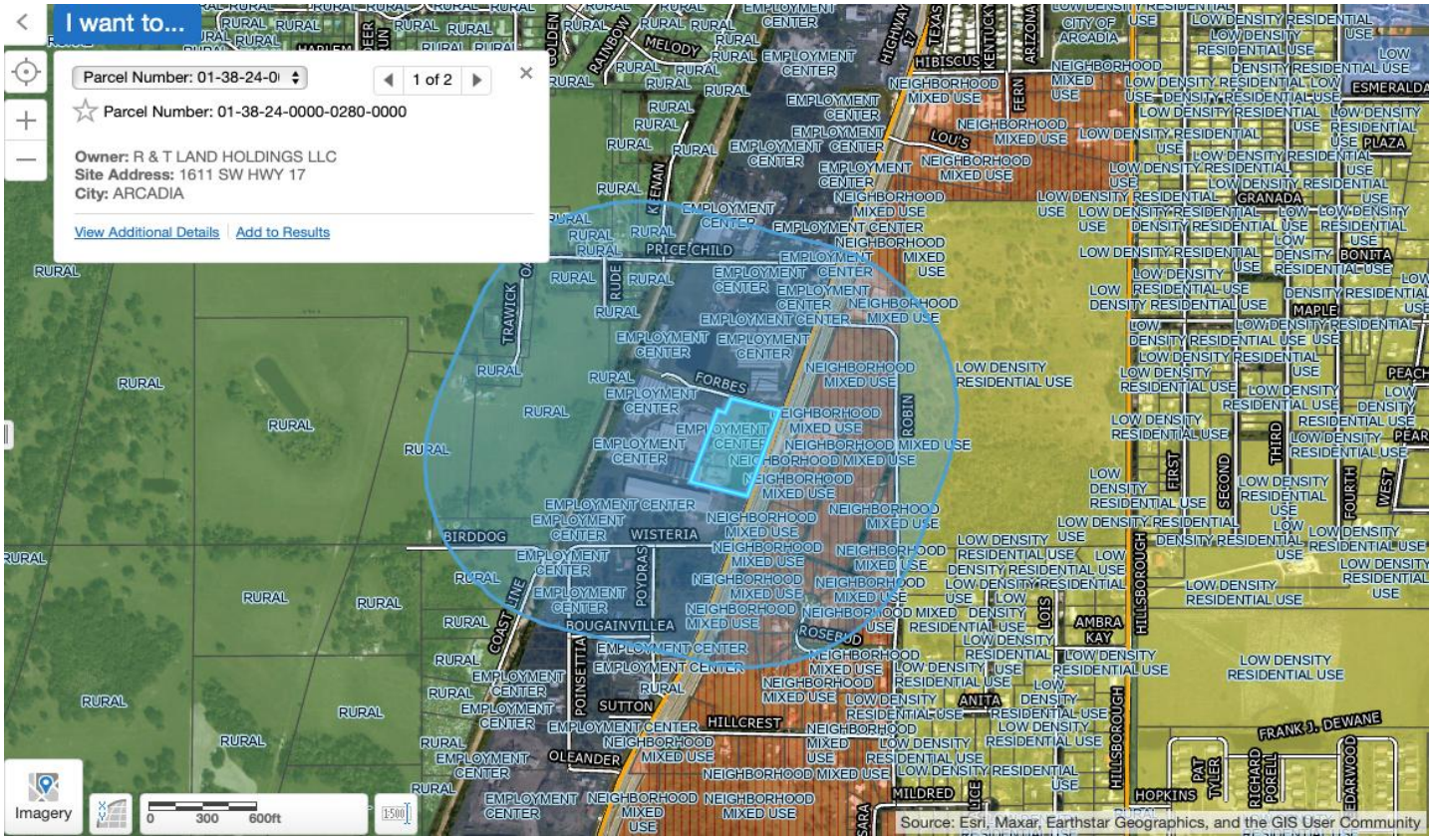
The following graphic illustrates 1,000 feet from Peace River Citrus Products, all properties within the Urban Center Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.



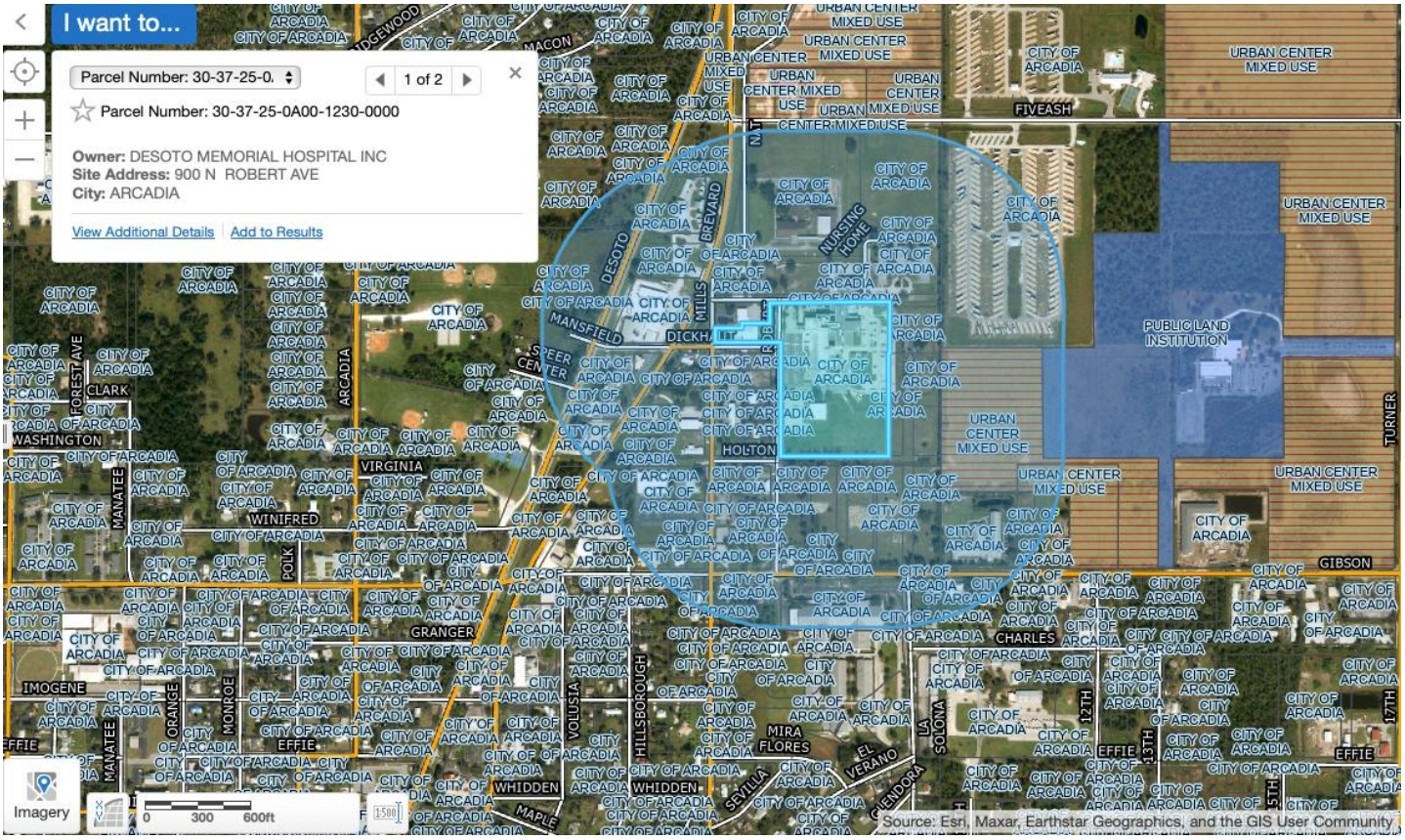
The following graphic illustrates 1,000 feet from Publix, all properties within the Urban Center Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.



The following graphic illustrates 1,000 feet from Sunbulb Company / Better-Gro, all properties within the Urban Center Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.



The following graphic illustrates 1,000 feet from DeSoto Memorial Hospital, all properties within the Urban Center Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.



Any future workforce or affordable housing development proposing to utilize a bonus density, like other projects, will be required to submit a Development Plan and analysis stating how their project meets the criteria found in the LDRs. The amount of eligible property could also be further limited by the road network. If a proposed development is located on a substandard local road instead of a thoroughfare more consistent with current engineering standards, the road may not be able to handle the additional traffic. Affordable housing developers have limited extra capacity for off-site improvements which could help to further focus on eligible areas. The applications, site plan, and analysis will be reviewed by County staff, and the Board of County Commissioners can approve or deny these projects as these developments will require a public hearing. Housing developments meeting this criteria and Board approval would also have to submit a Land Use Restriction Agreement (LURA) approved by the Board that would guarantee the housing would remain affordable for at least 30 years.

The following table illustrates the eligible areas by Future Land Use Map designation and their potential for development. The table shows maximum development scenarios for residential at the existing maximum base density, existing maximum bonus density, and the proposed maximum density for designated affordable housing developments. Some assumptions were made with this table. This includes that many of the eligible parcels are along thoroughfare roads, which also lend

themselves to non-residential development, so 50% of the acres were assumed to develop as non-residential, remain vacant, or remain with any existing use. The table also illustrates some development number based upon only 25% or 50% of the eligible properties developed with designated affordable housing.

Scenarios	Max Density (du/ac)	Max FAR	Total Eligible Acres	Max Dwelling Units	Residential Acres (est. 50%)	Non-Residential Acres (est . 50% of acres)*	Number of Units at 50% of Eligible Acres	Total Max S.F.Non-Residential	Total Dwelling Units Developed at 25% Maximum	Total Dwelling Units Developed at 50% Maximum
NEIGHBORHOOD MIXED USE LAND USE CATEGORY										
Existing Maximum Base Residential Units (3.5 du/ac) and FAR	3.5	0.4	183	642	92	92	321	1,596,910	80	160
Existing Maximum Bonus Density (5 du/ac) and FAR	5.0	0.4	183	917	92	92	458	1,596,910	115	229
Proposed Maximum Bonus Affordable Residential (12 du/ac) and FAR	12.0	0.4	183	2,200	92	92	1,100	1,596,910	275	550
URBAN CENTER MIXED USE LAND USE CATEGORY										
Existing Maximum Base Residential Units (5 du/ac) and FAR	5.0	0.6	165	824	82	82	412	2,153,606	103	206
Existing Maximum Bonus Density (8 du/ac) and FAR	8.0	0.6	165	1,318	82	82	659	2,153,606	165	330
Proposed Maximum Bonus Afrordable Residential (12 du/ac) and FAR	12.0	0.6	165	1,978	82	82	989	2,153,606	247	494
NOTES:										
* Neighborhood MU has limitations in policies related to the min/max amount of res and non-res land uses										
** Urban Center MU has limitations in policies related to the min/max amount of res and non-res land uses										

It is important to recognize that the table shows various maximum buildout scenario that will not likely occur for many decades, if ever, using even the highest population projections from UF BEBR. Please keep in mind that most Future Land Use Map categories in the county, if examined with their existing development, are *not constructed or developed to their maximum capacity allowable* by the Future Land Use Map. This is due to market feasibility and other requirements which play into land use development decision making. These can include cost of development by developer/property owner, ability to finance, market, and addressing other requirements and improvements related to traffic, wetlands, floodplains, fire protection, utilities, etc.

The most reasonable scenario is that over the next twenty years, one or two 150 –200 dwelling unit multi-family affordable housing developments are constructed near a major employer or public school. This is generally illustrated in the previous table with dwelling units in the eligible areas at 25% or 50% of the maximum allowable.

II. PROPOSED LDR AMENDMENTS

The following are the proposed specific amendments to the DeSoto County LDR to implement the Comprehensive Plan text amendments for affordable and workforce housing density bonuses. Policy 1.1.4 in the Future Land Use Element has specific criteria that does not match what exists in the LDRs. In Sec. 20-1626, which establishes the criteria for the award of bonus density, Subsections (a) through (c) are proposed to be deleted and replaced with the following. The related policy in the Comprehensive Plan is proposed to be simplified and the specific details in the LDR.

Sec. 20-1626. - Criteria for award of bonus density.

(a) The applicant shall include a narrative addressing each item below in a point-by-point analysis. Density bonuses shall be evaluated on a case-by-case basis to ensure consistency with the Comprehensive Plan and LDR and to maintain compatibility with the contiguous lands and the neighborhood. The Board shall make a finding that the bonus density granted is proportionate to the overall project design with consideration given to each of the following, as applicable:

(1) Provisions and proximity to public infrastructure (water, sewer, urban roads);
(2) Proximity to public safety (Fire/EMS) and the ability to adequately serve the anticipated population;
(3) Distance from the nearest public school and capacity available at all district schools that will serve the project;
(4) Use of clustering and protection of environmentally sensitive areas;
(5) Increased buffers and screening, and usable open space;
(6) Increased recreation opportunities or open space;
(7) At least 25% of the units are designated Affordable or at least 50% of the units are designated Workforce Housing;
(8) Mixed use developments and mixed-use buildings.
(9) Adjacent to lands developed with similar density or the potential for similar density based on the Future Land Use Category;
(10) Vehicular and pedestrian connectivity between developments;
(11) Donation of usable public land (per F.S., 420.615);
(12) Proximity to DeSoto-Arcadia Regional Transit fixed routes; and
(13) Use of rural or compatible architectural scale, styles, and features.

(b) To encourage high-quality development that advances the county's goals for providing additional affordable and workforce housing, the Board may grant density bonus as provided in the Comprehensive Plan if all the following criteria are met:

(1) The project is located within Urban Center Mixed Use or Neighborhood Mixed Use Future Land Use category; and
(2) A minimum of fifty (50) percent of the subject parcel shall be located within a 1,000-foot radius of a public school or major employer parcel; and
(3) At least 40% of the residential units within the project are designated as affordable housing units or at least 65% of the units are designated Workforce Housing; and
(4) The project shall connect to County or City potable water and sanitary sewer; and
(5) Land Use Restriction Agreement guaranteeing the affordable/workforce designations of the units for a minimum of 30 years, as approved by the Board of County Commissioners.

(6) An affordable/workforce housing project with greater than 300 dwelling units seeking a bonus for density between 10 du/acre and 12 du/acre shall be a mixed-use project with a minimum of 1,000 square feet of gross floor area provided for neighborhood commercial or office uses that support the affordable housing development.

(a) Infrastructure improvements. Off site or on site improvements which increase and reserve capacity for other uses or create efficiencies and reduce duplicative efforts in providing necessary infrastructure for the general public. Proposed improvements shall be those that provide a specific public benefit not otherwise required by the Land Development Regulations. Improvements shall be those that are found or identified in the following documents:

(1) The Comprehensive Plan, including specifically FLUE Policy 1.1.4;

(2) A Capital Improvement Plan;

(3) A local or regional transportation plan;

(4) Any County Master Plan.

(b) Quality of life. The development and dedication of land and/or facilities, improvement of corridors and gateways, or enhancement and improvement of the ecological quality of natural resources. Environmental assessments identifying how and why the proposed improvements will meet these goals may be required by the County. Depending on the proposed facility, the County may require evidence of resources to ensure maintenance and management of the facility or resource. Improvements shall be those that implement or improve the following:

(1) Economic development, including redevelopment;

(2) Conservation and enhancement of natural or scenic resources, including farmland;

(3) Protection of streams or water supply beyond those protections required by federal, state or local regulation ;

(4) Enhancement of parks, forests, wildlife preserves, nature preserves or sanctuaries;

(5) Enhancement of recreational opportunities with related master plan(s), Comprehensive Plan, Capital Improvement Plan, or corridor plan(s);

(6) Implementation of gateway plans;

(7) Preservation of historic structures;

(8) Improvement in regionally connected and significant trail connectivity;

(9) Connectivity between developments with similar densities;

(10) Donation of land that provides a benefit to the public;

(11) Clustering of development and protection of environmentally sensitive areas beyond what is required by federal, state or local regulations.

(c) Development Standards. Design standards related to the appearance and function of the proposed project, which create opportunities for diverse housing types, unique character and a sense of place, creative design. Improvements shall be those that implement or improve the following:

(1) Mixed use housing types (examples), such as: single family (detached), multifamily (low/mid-rise), attached single family (townhouses, carriage homes) within development and phase boundaries;

(2) Design features such as: neighborhood and historically relevant architectural styles, multimodal and complete street enhancements, architectural street lighting,

(3) Affordable housing inclusion;

(4) Pervious surface and long-term maintenance, reduction;

~~*(5) Water conservation.*~~

As an incentive to provide affordable and workforce housing projects, staff recommends that PUD Improvement Plans shall be approved administratively, foregoing the standard Board hearing. Non-affordable PUD projects will still require their Improvement Plans to have Board approval.

> *Sec. 20-144. – Planned Unit Development District (PUD) (I) (3) All improvement plans for PUDs shall be reviewed by the Development Director for consistency with the approved concept development plan and any conditions included as part of the PUD approval, and then submitted to the Board for its review and approval, approval with conditions, or disapproval at a quasi-judicial hearing of the Board, except projects with a minimum of 40% affordable housing units or 65% workforce housing units, which shall be approved administratively. A notice to proceed with construction of the project will be issued by the Development Director upon improvement plan approval ~~by the Board~~ and satisfaction of all technical requirements and compliance with the PUD approval and conditions. The applicant may apply for and be granted improvement plan approval for the entire PUD or any phase of the project, subject to final concurrency determination and level-of-service availability.*

New definitions are proposed for “major employer”, “affordable housing” and “workforce housing”

> Article XII. – DEFINITIONS
>
> Sec. 20-1650. – Definitions
>
> *Affordable Housing* means housing which is available at a price or rent not exceeding 30 percent of a household's gross income. Owner-occupied housing costs include principal, interest, insurance, and property taxes. Rental housing costs include the contract rent. Low-income households are defined as a household with gross income which are at or below 80 percent of median income adjusted for family size, consistent with annually adjusted Department of Housing and Urban Development income guidelines.

Major Employer means a public or private sector employer of 50 or more full-time employees at a single work site.

Workforce Housing means housing affordable to natural persons or families whose total annual household income falls between 80% and 120% of the Area Median Income (AMI). Income limits, adjusted for household size.

RECOMMENDED ACTIONS

1. Motion to adopt the Land Development Regulations amendment, implementing Policy 1.1.4 of the Comprehensive Plan to encourage affordable and workforce housing in appropriate areas where services and facilities are available to accommodate additional growth.

DESOTO COUNTY, FLORIDA

ORDINANCE NO._____

AN ORDINANCE OF DESOTO COUNTY, FLORIDA, AMENDING THE DESOTO COUNTY CODE OF ORDINANCES BY AMENDING SECTION 20-1626 "CRITERIA FOR AWARD OF BONUS DENSITY" BY UPDATING THE CRITERA FOR THE AWARD FOR BONUS DENSITY GENERALLY, AND ADDING SPECIFIC CRITERIA FOR THE AWARD OF BONUS DENSITY FOR QUALIFYING AFFORDABLE AND WORKFORCE HOUSING PROJECTS; AMENDING SECTION 20-144 "PLANNED UNIT DEVELOPMENT DISTRICT (PUD)" PROVIDING FOR ADMINISTRATIVE APPROVAL OF PUD IMPROVEMENT PLANS THAT PROVIDE AFFORDABLE/WORKFORCE UNITS AS PROVIDED THEREIN; AMENDING SECTION 20-1650 "DEFINITIONS" PROVIDING FOR NEWLY DEFINED TERMS TO IMPLEMENT THE AFFORDABLE AND WORKFORCE HOUSING DENSITY BONUSES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163, Florida Statutes, authorize counties of the State of Florida to adopt and enforce regulations in the interest of public health, safety and welfare; and

WHEREAS, the DeSoto County ("County") Board of County Commissioners (the "Board") is authorized to adopt ordinances regulating the use of land in the County through the adoption of Land Development Regulations; and

WHEREAS, Policy 1.1.2 and 1.1.3 of the Future Land Use Element of the County's Comprehensive Plan provides a "Land Use Categories Summary" showing the specific future land use categories where affordable and workforce housing developments are eligible for an award of bonus density through the County's Development Plan process; and

WHEREAS, Policy 1.1.4 of the County's Comprehensive Plan, provides that the specific criteria for the award of bonus density and intensity shall be set forth in the County's Land Development Regulations; and

WHEREAS, the purpose of this ordinance is to amend the County Land Development Regulations to provide specific criteria and factors for awarding of bonus density, generally, as well as minimum criteria for the award of bonus density in specific areas of unincorporated DeSoto County for affordable and workforce housing developments; and

WHEREAS, the Board further finds that adoption of this ordinance is in the best interest of the residents of DeSoto County and serves a proper public purpose; and

WHEREAS, the Board has properly noticed and held public hearings in accordance with law prior to adopting this Ordinance.

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

Section 1. Incorporation of Recitals. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Amendment to Division 4 of Article II, Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article II, Division 4, Section 20-144 of the DeSoto County Code of Ordinances is hereby amended as follows:

ARTICLE II. – ZONING DISTRICTS AND REQUIREMENTS

***

DIVISION 4. – ZONING DISTRICTS

***

Sec. 20-144. Planned Unit Development District (PUD).

***

(i) *Improvement plan approval.*

(1) Application for improvement plan approval shall be submitted with detailed plans and copies of all necessary permits from other reviewing agencies and shall include all required information in accordance with Article XI, Division 2 (development review and approval) and Article XI, Division 6 (improvement plans) of this chapter, and information establishing consistency with the approved concept development plan and any conditions included as part of the PUD approval. Applications will be accepted prior to final approval of other agencies, but a notice to proceed will not be issued until evidence of permits are submitted to the County.

(2) Development Review Committee (DRC) review. The DRC will review the improvement plan for technical compliance to County codes and consistency with the approved concept development plan and any conditions included as part of the PUD approval.

(3) All improvement plans for PUDs shall be reviewed by the Development Director for consistency with the approved concept development plan and any conditions included as part of the PUD approval, and then submitted to the Board for its review and approval, approval with conditions, or disapproval at a quasi-judicial hearing of the Board, except projects with a minimum of 40% affordable housing units or

65% workforce housing units, which shall be approved administratively. A notice to proceed with construction of the project will be issued by the Development Director upon improvement plan approval ~~by the Board~~ and satisfaction of all technical requirements and compliance with the PUD approval and conditions. The applicant may apply for and be granted improvement plan approval for the entire PUD or any phase of the project, subject to final concurrency determination and level-of-service availability.

***

Section 3. Amendment to Division 12, of Article XI, of Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article XI, Division 12 "Bonus Density/Intensity", Section 20-1626 of the DeSoto County Code of Ordinances is hereby amended as follows:

ARTICLE XI. – ADMINISTRATION AND ENFORCEMENT

***

DIVISION 12. – BONUS DENSITY/INTENSITY

***

Sec. 20-1626. - Criteria for award of bonus density.

~~(a) Infrastructure improvements. Off site or on site improvements which increase and reserve capacity for other uses or create efficiencies and reduce duplicative efforts in providing necessary infrastructure for the general public. Proposed improvements shall be those that provide a specific public benefit not otherwise required by the Land Development Regulations. Improvements shall be those that are found or identified in the following documents:~~
~~(1) The Comprehensive Plan, including specifically FLUE Policy 1.1.4;~~

~~(2) A Capital Improvement Plan;~~

~~(3) A local or regional transportation plan;~~

~~(4) Any County Master Plan.~~

~~(b) Quality of life. The development and dedication of land and/or facilities, improvement of corridors and gateways, or enhancement and improvement of the ecological quality of natural resources. Environmental assessments identifying how and why the proposed improvements will meet these goals may be required by the County. Depending on the proposed facility, the County may require evidence of resources to ensure maintenance and management of the facility or resource. Improvements shall be those that implement or improve the following:~~

~~(1) Economic development, including redevelopment;~~

~~(2) Conservation and enhancement of natural or scenic resources, including farmland;~~

~~(3) Protection of streams or water supply beyond those protections required by federal, state or local regulation ;~~

~~(4) Enhancement of parks, forests, wildlife preserves, nature preserves or sanctuaries;~~

~~(5) Enhancement of recreational opportunities with related master plan(s), Comprehensive Plan, Capital Improvement Plan, or corridor plan(s);~~

~~(6) Implementation of gateway plans;~~

~~(7) Preservation of historic structures;~~

~~(8) Improvement in regionally connected and significant trail connectivity;~~

~~(9) Connectivity between developments with similar densities;~~

~~(10) Donation of land that provides a benefit to the public;~~

~~(11) Clustering of development and protection of environmentally sensitive areas beyond what is required by federal, state or local regulations.~~

~~(c) Development Standards. Design standards related to the appearance and function of the proposed project, which create opportunities for diverse housing types, unique character and a sense of place, creative design. Improvements shall be those that implement or improve the following:~~

~~(1) Mixed use housing types (examples), such as: single family (detached), multifamily (low/mid-rise), attached single family (townhouses, carriage homes) within development and phase boundaries;~~

~~(2) Design features such as: neighborhood and historically relevant architectural styles, multimodal and complete street enhancements, architectural street lighting,~~

~~(3) Affordable housing inclusion;~~

~~(4) Pervious surface and long-term maintenance, reduction;~~

~~(5) Water conservation.~~

(a) The applicant shall include a narrative addressing each item below in a point-by-point analysis. Density bonuses shall be evaluated on a case-by-case basis to ensure consistency with the Comprehensive Plan and LDR and to maintain compatibility with the contiguous lands and the neighborhood. The Board shall make a finding that the bonus density granted is proportionate to the overall project design with consideration given to each of the following, as applicable:

(1) Provisions and proximity to public infrastructure (water, sewer,

urban roads);

(2) Proximity to public safety (Fire/EMS) and the ability to adequately serve the anticipated population;

(3) Distance from the nearest public school and capacity available at all district schools that will serve the project;

(4) Use of clustering and protection of environmentally sensitive areas;

(5) Increased buffers and screening, and usable open space;

(6) Increased recreation opportunities or open space;

(7) At least 25% of the units are designated Affordable or at least 50% of the units are designated Workforce Housing;

(8) Mixed use developments and mixed-use buildings;

(9) Adjacent to lands developed with similar density or the potential for similar density based on the Future Land Use Category;

(10) Vehicular and pedestrian connectivity between developments;

(11) Donation of usable public land (per F.S., 420.615);

(12) Proximity to DeSoto-Arcadia Regional Transit fixed routes; and

(13) Use of rural or compatible architectural scale, styles, and features.

(b) To encourage high-quality development that advances the county's goals for providing additional affordable and workforce housing, the Board may grant density bonus as provided in the Comprehensive Plan if all the following criteria are met:

(1) The project is located within Urban Center Mixed Use or Neighborhood Mixed Use Future Land Use category; and

(2) A minimum of fifty (50) percent of the subject parcel shall be located within a 1,000-foot radius of a public school or major employer parcel; and

(3) At least 40% of the residential units within the project are designated as affordable housing units or at least 65% of the units are designated Workforce Housing; and

(4) The project shall connect to County or City potable water and sanitary sewer; and

(5) Land Use Restriction Agreement guaranteeing the affordable/workforce designations of the units for a minimum of 30 years, as approved by the Board of County Commissioners.

(6) An affordable/workforce housing project with greater than 300 dwelling units seeking a bonus for density between 10 du/acre and 12 du/acre shall be a mixed-use project with a minimum of 1,000 square feet of gross floor

area provided for neighborhood commercial or office uses that support the affordable housing development.

Section 4. Amendment to Article XII, of Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article XII, Section 20-1650 of the DeSoto County Code of Ordinances is hereby amended as follows:

Sec 20-1650 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***

Affordable Housing means housing which is available at a price or rent not exceeding 30 percent of a household's gross income. Owner-occupied housing costs include principal, interest, insurance, and property taxes. Rental housing costs include the contract rent. Low-income households are defined as a household with gross income which are at or below 80 percent of median income adjusted for family size, consistent with annually adjusted Department of Housing and Urban Development income guidelines.

***

Major Employer means a public or private sector employer of 50 or more full-time employees at a single work site.

****Workforce Housing* means housing affordable to natural persons or families whose total annual household income falls between 80% and 120% of the Area Median Income (AMI). Income limits, adjusted for household size.

Section 5. Severability. If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 6. Codification. It is the intent of the Board and is hereby provided that the provisions of this Ordinance shall become and be made a part of the DeSoto County Code of Ordinances, and that the sections for the Ordinance may be renumbered or lettered to accomplish such intention, and that the word “ordinance” may be changed to “section” or “article” or other appropriate designation in order to accomplish such intention.

Section 7. Effective Date. This ordinance shall become effective immediately upon filing with the Secretary of State.

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, THIS 28TH DAY OF April, 2026.

ATTEST:

By: _____
Mandy Hines,
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Steven Hickox,
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente,
County Attorney

DeSoto County

4/28/2026

Item #: 13.

☐ 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 / Comprehensive Plan Amendment / Essential Services (COMP-0017-2025)

REQUESTED MOTION:
A motion to approve/deny the proposed ordinance for the adoption of the Comprehensive Plan Amendment related to Essential Services.

SUMMARY:
The proposed text amendment to the DeSoto County Comprehensive Plan Future Land Use Element is related to land uses designated as Essential Services with the goal of increasing efficiency for providing Essential Services to the residents and business owners in DeSoto County.

BACKGROUND:
DeSoto County Government owns and operates various types of infrastructure, including potable water and sanitary sewer utility systems, which includes underground pipes but also includes physical plants, pump stations, water towers, lift stations, and other above-ground infrastructure. Additionally, the county's Public Safety Department provides fire and emergency management services, and the county also operates a landfill for solid waste disposal. These services are housed in buildings owned/operated to serve the public, another component of Essential Services.
The City of Arcadia's Airport is critical infrastructure, but it is not currently included under the definition of Essential Services. This deficiency was noted when the airport sought a small expansion to build cabins for their existing campground for temporary lodging for pilots, but the expansion was difficult to complete within the procedural requirements of the LDR without an approved master plan/Development Plan showing those entitlements. And, while the airport is owned and operated by the City, the airport is in unincorporated DeSoto County and therefore subject to the county's regulations.

While the City's airport was the catalyst for re-evaluating the application of Essential Services in the Comprehensive Plan, it also provided an opportunity to refine the definition to broadly include structures and services owned and operated by government entities.

Expanding and clarifying the existing definition will also allow the Comprehensive Plan and the LDR to consistently reference Essential Services in both documents, as the existing definition of Essential Services in Policy 1.1.14 is currently inconsistent with the definition in the LDRs.

Amendments to the LDRs are being proposed simultaneously but can only be adopted after adoption of the Comprehensive Plan amendment. Should the Comprehensive Plan amendment fail to be adopted, the LDR amendments could not be approved.

It is noted that the Essential Services definition contextually is not related to the essential services debated during the COVID epidemic but limited to services from a land use perspective, recognizing that it is appropriate to allow them in all zoning districts given their role as critical supporting infrastructure and services to the public.

CASE#:	COMP-0017-2025
REQUEST:	County-Initiated Text Amendment to the Comprehensive Plan Future Land Use Element
APPLICANT:	DeSoto County Government
PROPERTY ID:	N/A
PROPERTY ADDRESS:	N/A

DEVELOPMENT REVIEW REPORT

The proposed text amendment to the DeSoto County Comprehensive Plan Future Land Use Element is related to land uses designated as Essential Services with the goal of increasing efficiency for providing Essential Services to the residents and business owners in DeSoto County.

I. BACKGROUND

DeSoto County Government owns and operates various types of infrastructure, including potable water and sanitary sewer utility systems, which includes underground pipes but also includes physical plants, pump stations, water towers, lift stations, and other above-ground infrastructure. Additionally, the county's Public Safety Department provides fire and emergency management services, and the county also operates a landfill for solid waste disposal. These services are housed in buildings owned/operated to serve the public, another component of Essential Services.

The City of Arcadia's Airport is critical infrastructure, but it is not currently included under the definition of Essential Services. This deficiency was noted when the airport sought a small expansion to build cabins for their existing campground for temporary lodging for pilots, but the expansion was difficult to complete within the procedural requirements of the LDR without an approved master plan/Development Plan showing those entitlements. And, while the airport is owned and operated by the City, the airport is in unincorporated DeSoto County and therefore subject to the county's regulations.

While the City's airport was the catalyst for re-evaluating the application of Essential Services in the Comprehensive Plan, it also provided an opportunity to refine the definition to broadly include structures and services owned and operated by government entities.

Expanding and clarifying the existing definition will also allow the Comprehensive Plan and the LDR to consistently reference Essential Services in both documents, as the

existing definition of Essential Services in Policy 1.1.14 is currently inconsistent with the definition in the LDRs.

Amendments to the LDRs are being proposed simultaneously but can only be adopted after adoption of the Comprehensive Plan amendment. Should the Comprehensive Plan amendment fail to be adopted, the LDR amendments could not be approved.

It is noted that the Essential Services definition contextually is not related to the essential services debated during the COVID epidemic but limited to services from a land use perspective, recognizing that it is appropriate to allow them in all zoning districts given their role as critical supporting infrastructure and services to the public.

II. PROPOSED CHANGES

The following revisions to Policy 1.1.14 are proposed and shown in strike-thru/underline format:

> **Policy 1.1.14**: *Essential Services and Structures*. "Essential Services" means government owned services and structures, including but not limited to utilities, general communications, public safety uses, municipal public-use airports, penal facilities, and solid waste disposal facilities and ~~(to include infrastructure such as water, wastewater, cable TV, etc.) and "Essential Services Facilities" (to include structures, housing or ancillary infrastructure) shall~~ may be allowed in any zone district ~~through the~~ as provided by the County's Land Development Regulations ~~Development Plan process~~.

III. DATA & ANALYSIS

Section 163.3177(1)(f), Florida Statutes, provides that all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue.

The current policy's definition of essential services does not capture all critical services and is inconsistent with the LDRs.

IV CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed text amendment application has been reviewed for consistency with the following Comprehensive Plan provisions.

Future Land Use Element (FLUE) Provisions

GOAL 1: FUTURE GROWTH. 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.

*Consistency analysis: The proposed amendment will help ensure the infrastructure and services are in place in a timely fashion to serve growth. Based on the above, it is concluded the amendment can be found **consistent** with this goal.*

FLUE Policy 1.16.2: The County shall direct development to areas where services and facilities are available to accommodate additional growth.

Consistency analysis: *The proposed amendment will help to ensure the infrastructure and services are in place in a timely fashion to serve growth. Based on the above, it is concluded the amendment can be found **consistent** with this goal.*

Objective 1.10: Public Lands and Institutions (PLI) Category Defined. The Public Lands and Institutions land use category includes only those lands that are legally owned or leased long-term (20 years+) by a local, state, federal, public utility or special government and used specifically to serve the public in some capacity. This category is designated solely to show the location and variety of such governmental uses and to depict a more accurate picture of residential density within the FLUM. These are generally long-term uses that will be utilized publicly for over 50 years.

MEASUREABLE TARGET: Description of new developments each year on Public Lands-Intuitional lands and conformity of said development to the description of uses in the following policies.

Policy 1.10.1: *Public Lands and Institutions Category Location*. The following criteria shall be used for assigning new areas for the Public Lands and Institutions (PLI) land use category on the Future Land Use Map:

(1) Land already legally owned or controlled by a governmental entity and

used in the service of the public.

(2) When privately owned lands are permanently deeded, purchased, or leased long-term (20+years) for governmental use purposes, the County shall amend the Future Land Use Plan Map at the next available plan amendment cycle to change the land use to the Public Lands and Institutions Land Use designation Additional land will be designated as PLI as new facilities are built over time such as schools utility plants, active parks.

Policy 1.10.2: *Public Lands and Institutions Category Uses*. This land use category includes those lands which contain State, Federal and City, County, School, and other quasi-governmental owned facilities that are publicly owned or controlled but are not Preservation. They may contain:

(1) Governmental offices;
(2) Public Works Facilities. Maintenance Departments;
(3) Active and Passive parks;
(4) Caretaker Residence;
(5) Utility plants and facilities, excluding electrical generating plants;
(6) Schools;
(7) Correctional facilities, Civil Commitment Center;
(8) Stormwater detention/retention Facilities and Water Reservoirs; and
(9) Similar public service facilities.

Consistency analysis: *The proposed amendment will help ensure the infrastructure and services meeting the definition of essential services can be appropriately and timely located. The City of Arcadia Airport is located in the Public Lands and Institutions future land use category and defining the airport under Essential Services can be found to be found* ***consistent*** *with the objective and policies of this category.*

Policy 1.10.4: Land *Use Compatibility*. Land uses which are potentially incompatible either due to type of use or intensity of use shall be buffered from one another.

Consistency analysis: *The proposed amendment will help ensure the infrastructure and services meeting the definition of essential services can be appropriately and timely located with consideration for compatibility as required by this policy. Based on the above, it is concluded the amendment can be found* ***consistent*** *with this goal.*

Policy 1.14.1: *Intergovernmental Coordination*. When reviewing Future Land Use Map amendments, the County shall consider the existing and proposed land uses that are adjacent to the proposed amendment in the City of Arcadia, Arcadia Municipal Airport, as well as neighboring counties.

Policy 1.14.1.a: The County shall notify the Arcadia Municipal Airport of any

amendment to the Future Land Use Map that would increase density around the airport.

Policy 1.14.1.b: The County shall strictly enforce building height requirements around the Arcadia Municipal Airport pursuant to FAA regulations and the County Land Development Regulations.

Policy 1.14.1.c: The County shall protect the Arcadia Municipal Airport from the encroachment of incompatible land uses through appropriate zoning and other land development regulations in a manner consistent with the provisions of Section 330.02 and 330.03(2), Florida Statutes. In addition, FDOT's "Airport Compatible Land Use Guidebook" shall serve as a reference when assessing land use compatibility.

Consistency analysis: *The proposed amendment will help ensure the City of Arcadia Airport, a municipal public-use airport, can continue as an essential use, consistent with Federal and State standards, without compromising compatibility. Based on the above, it is concluded the amendment can be found* ***consistent*** *with the policies above.*

Policy 1.14.4: *Public and Institutional Uses*. Public and Institutional uses are diverse, and the County will need to take extra precautions in relation to this category to ensure that the uses proposed are designed to be compatible with the surrounding neighborhoods and do not contribute to blight.

(1) Institutional uses such as group homes, cemeteries, community residential facilities, social services facilities shall be designed to ensure compatibility with surrounding development and that the facilities are not clustered together in one area.
(2) Civic uses such as museums, municipal and county branch offices, post offices, and libraries are encouraged to be located in proximity to residential communities, schools and in or near activity centers.
(3) Private schools that are not required to comply with State of Florida school siting criteria must also be designed as part of the community.
(4) Correction and rehabilitation facilities shall not be clustered and shall provide adequate buffering and transition to protect established communities.

Consistency analysis: *The proposed amendment will help ensure the critical infrastructure and services meeting the definition of Essential Services can be appropriately and timely considered in all zoning districts, located with consideration for compatibility, as further procedurally defined in the companion LDR amendment. Based on the above, it is concluded that the amendment can be found* ***consistent*** *with this policy.*

IV. PUBLIC NOTICE

Section 163.3184(11)(b), Florida Statutes, establishes the public hearing requirements for local Comprehensive Plan amendments. It provides the local governing body shall hold at least two advertised public hearings on the proposed plan amendment. The first public hearing is held at the transmittal stage. The public hearing must be held on a weekday at least 7 days after the day that the first advertisement is published pursuant to the requirements of chapter 125 or chapter 166. The second public hearing must be held at the adoption stage. That hearing must be held on a weekday at least 5 days after the day that the second advertisement is published pursuant to the requirements of chapter 125 or chapter 166.

Public notice includes advertising the amendment in a newspaper of general circulation in DeSoto County at least 10 days prior to each public hearing for the text amendment. The County has provided evidence that the amendment was noticed at least 10 days before the Planning Commission public hearing. Such notice is filed with the Division and incorporated herein by reference.

Florida Statutes Chapter 163.3184(3) Expedited State Review Process, which outlines the specific process for text amendments to Comprehensive Plans. These proposed amendments will have the following schedule:

- March 03, 2026 – Legislative public hearing by the Planning Commission sitting as the Local Planning Agency
- March 10, 2026– Legislative public hearing with the Board of County Commissioners to consider transmittal of amendment to State.
- April 28, 2026 - Legislative public hearing with the Board of County Commissioners to consider adoption of the amendment.

Required Notifications

The public hearing on this item was advertised in the newspaper indicating the time, date, and location of the hearing as required by the State Statute and the DeSoto County Land Development Regulations.

V. ATTACHMENTS

Exhibit A: Expedited State Review Flow Chart

Exhibit B: Proposed Ordinance

Exhibit C Florida Dept of Commerce Letter stating no comments

VI. 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. An application to amend the text of the Comprehensive Plan's Interim 2040 Future Land Use Element by amending the definition of Essential Services was initiated by the County and completed by the Development Department. The Development Department has reviewed the application and determined the application is complete.

2. The Planning Director has reviewed the text amendment application for consistency with Section 163.3184(3), Florida Statutes, and concludes the application can be found to be **consistent** with those requirements.

3. The Planning Director has reviewed the proposed amendment against the Comprehensive Plan's relevant goals, objectives and policies and concludes it can be found to be **consistent**.

4. The due public notice requirements have been satisfied.

5. The DeSoto County Planning Commission, acting as the Local Planning Agency recommended transmittal of the proposed amendment on March 03, 2026.

6. The DeSoto Board of County Commissioners approved transmittal of the proposed amendment on March 10, 2026.

7. The proposed amendment package was transmitted to the Florida Department of Commerce on March 13, 2026 and receipt of the package (26-01-ESR) acknowledged on March 16, 2026.

VII. A L T E R N A T I V E A C T I O N S

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

A. ADOPT the proposed Ordinance.

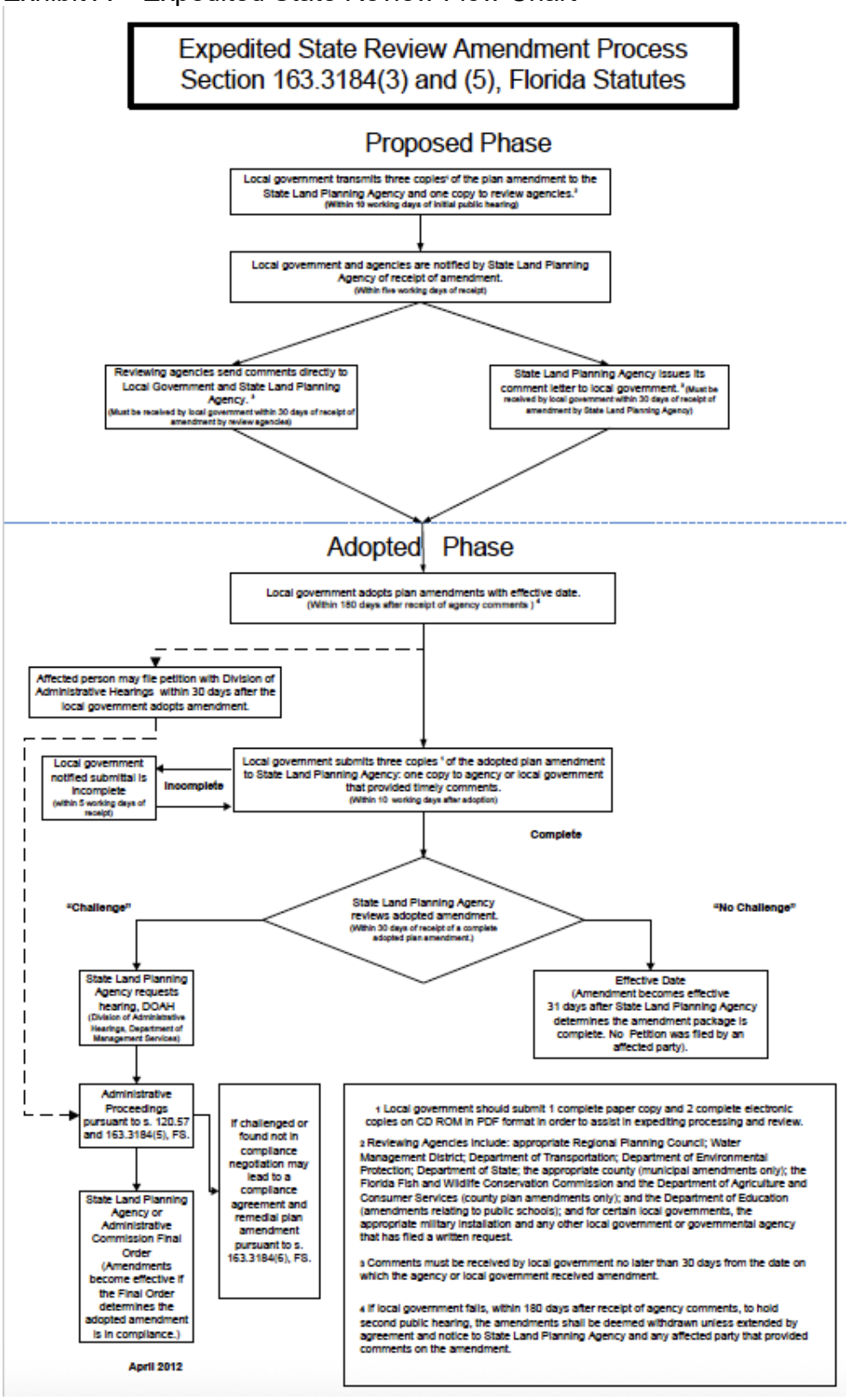
B. DENY the proposed Ordinance.

VIII. P U B L I C H E A R I N G S

A. Planning Commission. March 03, 2026, Recommendation of approval 4-1
B. Board of County Commission Transmittal Hearing. March 10, 2026
C. Board of County Commission Adoption Hearing. April 28, 2026

Attachments

Exhibit A – Expedited State Review Flow Chart



April 13, 2026

The Honorable J.C. Deriso
Chairman, DeSoto County
Board of County Commissioners
201 East Oak Street, Suite
Arcadia, Florida 34266

Dear Chairman Deriso,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for DeSoto County (Amendment No. 26-01ESR) received on March 13, 2026. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The local government should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the local government is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the local government. **If the local government receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- The local government shall hold a second public hearing, which shall be a hearing on whether to adopt the comprehensive plan amendment. **If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendment is deemed withdrawn** unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment pursuant to section 163.3184(3)(c)1., F.S**. If the amendment is not adopted at the second public hearing, the amendment shall be formally adopted by the local government within 180 days** after the second public hearing is held **or the amendment is deemed withdrawn.**

- **The adopted amendment must be transmitted to FloridaCommerce within 30 working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under section 163.3184(3)(c)2. and 4., F.S., **the amendment effective date** is 31 days after FloridaCommerce notifies the local government that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are availa upon request to individuals with disabilities. All voice telephone numbers on t document may be reached by persons using TTY/TTD equipment via the Flori Relay Service at 711.

If you have any questions concerning this review, please contact Scott Rogers, Regional Planning Administrator, by telephone at (850)-717-8510 or by email via Scott.Rogers@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /sr

Enclosure(s): Procedures for Adoption

cc: Misty Servia, AICP, DeSoto County Planning Director
Rebekah Harp, Interim Executive Director, Southwest Florida Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are availat upon request to individuals with disabilities. All voice telephone numbers on t document may be reached by persons using TTY/TTD equipment via the Floric Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

DESOTO COUNTY, FLORIDA
ORDINANCE 2026- ____

AN ORDINANCE OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING A COMPREHENSIVE PLAN TEXT AMENDMENT TO THE FUTURE LAND USE ELEMENT OF THE DESOTO COUNTY COMPREHENSIVE PLAN TO AMEND POLICY 1.1.14 TO BROADEN AND CLARIFY THE DEFINITION OF ESSENTIAL SERVICES, AND MAKING IT CONSISTENT WITH THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners (hereinafter referred to as the "Board") to prepare and enforce comprehensive plans for the development of the County; and

WHEREAS, the Community Planning Act (Sections 163.3161-163.3217, Florida Statutes) empowers and mandates the Board to prepare, adopt and amend a comprehensive plan for the County's future growth and development; and

WHEREAS, Policy 1.1.14 of the DeSoto County Comprehensive Plan Future Land Use Element provides that "Essential Services" may be allowed in any zoning district as provided through the County's Land Development Regulations ("LDRs"), and defines "Essential Services" narrowly to include water, wastewater and cable TV, which definition is inconsistent with the definition in the LDRs; and

WHEREAS, ensuring the term "Essential Services" is consistent in the Comprehensive Plan and LDR allows for consistent implementation of the term and helps to ensure that government owned infrastructure and services are in place in a timely fashion to serve growth; and

WHEREAS, public transmittal hearings on the Comprehensive Plan amendment were held by the DeSoto County Planning Commission, acting as the Local Planning Agency, on March 03, 2026, and by the Board on March 10, 2026, pursuant to Sections 163.3184 (3) and (5), F. S.; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, on March 13, 2026, the amendment was transmitted to the reviewing agencies (and any other local government or governmental agency that has filed a written request with the governing body) and the Florida Department of Commerce (FDC) acknowledged receipt of the amendment package (26-01 ESR) on March 16, 2026; and

WHEREAS, upon the receipt of DeSoto County Comprehensive Plan amendment by the Florida Department of Commerce (FDC), the FDC must review the amendment and issue to DeSoto County any Objections, Recommendations and Comments (ORC) Report on the amendment; and

WHEREAS, FDC issued a letter on April 13, 2026 stating the review was completed and they had no comments on the proposed amendment; and

WHEREAS, on April 28, 2026, the Board held an adoption hearing to consider the adoption of the proposed amendment to its comprehensive plan, with due public notice having been provided, and having considering all comments received during such public hearing, including the data and analyses provided for in the County staff report, finds it is necessary and desirable to adopt, and does hereby adopt, the comprehensive plan amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORDA, AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby adopts the amendment modifying DeSoto County Comprehensive Plan text, Policy 1.1.14, as more particularly set forth in Exhibit A to this Ordinance.

SECTION 2. The adopted amendment to the DeSoto County Comprehensive Plan is attached as Exhibit A to this Resolution.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

SECTION 5. The effective date of this Plan amendment shall be according to law and the applicable statutes and regulations pertaining thereto.

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 28th Day of April 2026.

ATTEST:

By:_____
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Steve Hickox
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente
County Attorney

EXHIBIT A

DESOTO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT GOALS, OBJECTIVES AND POLICIES

Excerpt

Policy 1.1.14: *Essential Services and Structures*. "Essential Services" means government owned services and structures, including but not limited to utilities, general communications, public safety uses, municipal public-use airports, penal facilities, and solid waste disposal facilities and ~~(to include infrastructure such as water, wastewater, cable TV, etc.) and "Essential Services Facilities" (to include structures, housing or ancillary infrastructure) shall~~ may be allowed in any zone district ~~through the~~ as provided by the County's Land Development Regulations ~~Development Plan process~~.

DeSoto County

4/28/2026

Item #: 14.

☐ 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 / Land Development Regulation Amendment / Essential Services (LDR-0012-2025)

REQUESTED MOTION:
A motion to adopt/deny the proposed ordinance amending the Land Development Regulations related to Essential Services.

SUMMARY:
In Article XII. - Definitions, of the County's Land Development Regulations, *Essential Services* is currently defined as follows:

> ***Essential services means services designed and operated by, or under the approval of, appropriate governmental jurisdictions to provide necessary utilities, general communications, public uses, and solid waste disposal facilities.***

DeSoto County Government owns and operates various types of infrastructure, including potable water and sanitary sewer utility systems, which includes underground pipes but also includes physical plants, pump stations, water towers, lift stations, and other above-ground infrastructure. Additionally, the county's Public Safety Department provides fire and emergency management services, and the county also operates a landfill for solid waste disposal. These services are housed in buildings owned/operated to serve the public, another component of Essential Services.
The City of Arcadia's Airport is critical infrastructure, but it is not currently included under the definition of Essential Services. This deficiency was noted when the airport sought to build cabins for their existing campground for temporary lodging for pilots, but the expansion was difficult to complete within the procedural requirements of the LDR without an approved master plan/Development Plan showing those entitlements. And, while the airport is owned and operated by the City, the airport is in unincorporated DeSoto County and therefore subject to the county's regulations.

While the City's airport was the catalyst for the LDR amendment, it also provided an opportunity to plan for a streamlined process for other county owned infrastructure to prevent future delays when county facilities need an upgrade or expansion to adequately serve the public. To maximize efficiency, it is recommended that these services collectively be captured in the definition of "Essential Services".

Expanding and clarifying the existing definition will also allow the Comprehensive Plan and LDR to consistently reference Essential Services in both documents.

DESOTO COUNTY DEVELOPMENT DEPARTMENT
STAFF REPORT

CASE NO.:	LDR-0012-2025
REQUEST:	County-Initiated Amendment to the Land Development Code Related to Essential Services
PROPERTY ID:	N/A
PROPERTY ADDRESS:	N/A

OVERVIEW OF REQUESTS

In Article XII. – Definitions, of the County's Land Development Regulations, *Essential Services* is currently defined as follows:

> *Essential services means services designed and operated by, or under the approval of, appropriate governmental jurisdictions to provide necessary utilities, general communications, public uses, and solid waste disposal facilities.*

DeSoto County Government owns and operates various types of infrastructure, including potable water and sanitary sewer utility systems, which includes underground pipes but also includes physical plants, pump stations, water towers, lift stations, and other above-ground infrastructure. Additionally, the county's Public Safety Department provides fire and emergency management services, and the county also operates a landfill for solid waste disposal. These services are housed in buildings owned/operated to serve the public, another component of Essential Services.

The City of Arcadia's Airport is critical infrastructure, but it is not currently included under the definition of Essential Services. This deficiency was noted when the airport sought to build cabins for their existing campground for temporary lodging for pilots, but the expansion was difficult to complete within the procedural requirements of the LDR without an approved master plan/Development Plan showing those entitlements. And, while the airport is owned and operated by the City, the airport is in unincorporated DeSoto County and therefore subject to the county's regulations.

While the City's airport was the catalyst for the LDR amendment, it also provided an opportunity to plan for a streamlined process for other county owned infrastructure to prevent future delays when county facilities need an upgrade or expansion to adequately serve the public. To maximize efficiency, it is recommended that these services collectively be captured in the definition of "Essential Services".

Expanding and clarifying the existing definition will also allow the Comprehensive Plan and LDR to consistently reference Essential Services in both documents.

A text amendment to the Comprehensive Plan is tracking simultaneously with the LDR amendment, with proposed changes to Policy 1.1.14, as follows:

> **Policy 1.1.14**: Essential *Services and Structures*. "Essential Services" means government owned services and structures, including but not limited to utilities, general communications, public safety uses, municipal public-use airports, penal facilities, and solid waste disposal facilities and ~~(to include infrastructure such as water, wastewater, cable TV, etc.) and "Essential Services Facilities" (to include structures, housing or ancillary infrastructure) shall~~ may be allowed in any zone district ~~through the~~ as provided by the County's Land Development Regulations ~~Development Plan process~~.

City of Arcadia Municipal Airport

The airport has a Future Land Use Designation of Public Land Institution and zoning of Industrial Light (IL), but "Municipal Public-Use Airport" is not listed as a permitted use or allowable via the Special Exception process in the IL district, making it a non-conforming use. "Airports and Landing Fields" are allowed with approval of a Special Exception per Sec. 20-140(1). c.7 in the Industrial Heavy (IH) zoning district. Therefore, per today's regulations, the City's airport requires approval of a rezoning and special exception by the Board of County Commissioners in a quasi-judicial hearing before any new development (including minor additions like the cabins) can occur.

Alternatively, identifying municipal public-use airports as "essential services" is a common and more efficient approach.

Municipal Public-Use Airports, per Florida Department of Transportation's (FDOT) 2019 Statewide Aviation Economic Impact Study, are deemed essential services. During times of disaster, airports are crucial for transporting medical supplies, law enforcement, and emergency personnel. The FDOT includes airport assessments in its disaster recovery process to ensure these facilities can support relief efforts. Organizations like the Southeast Airport Disaster Operations Group (SEADOG) is an example of a disaster mitigation team that coordinates with airports to provide volunteer staff and equipment to assist airports impacted by disasters. For clarity, other private airports (also referenced as landing fields) are not Municipal Public-Use Airports.

Essential Services, Process

Finally, refining the Essential Services definition presents an opportunity to differentiate the approval processes for the different types of Essential Services. For example, staff recommends that some essential services will not require any Planning Division processes (Development Plan or Improvement Plan) such as the expansion of existing county utility facilities. Staff recommends that some Essential Services obtain administrative approval of an Improvement Plan only, such as new county utilities. The permitted Essential Services are shown as allowed in all zoning districts. In the recommended procedure, controversial Essential Services, such as Penal Facilities and Landfills require approval of a Special Exception by the Board to ensure the public has an opportunity to comment on the proposal in a public hearing and are only recommended in the IH, P/I, and PUD zoning districts.

SPECIFIC AMENDMENTS

The following are proposed LDR Amendments shown in a ~~strike-thru~~ (removal) and underline (add) format. The actual LDR text is *italicized* in this report to show the difference between the *text of the code* and the staff report analysis. The LDR amendments are conditioned on the Comprehensive Plan Amendment (COMP-0017-2025) becoming effective.

Sec. 20-95. - Essential Services.

(a) Essential Services~~, as approved by the Board of County Commissioners,~~ that are listed as Permitted Uses in (1), (2), and (3) below may be located in any zoning district, as follows:

(1) Permitted uses considered essential services that are exempt from Planning Division processes, including Development Plans and Improvement Plans.

a. Sewer, water, and gas collection/distribution lines;

b. Existing government owned potable water treatment plants and related facilities, buildings, accessory uses and expansion thereof;

c. Existing government owned pump stations and water towers related to the distribution of potable water, and expansion thereof;

d. Existing government owned wastewater treatment plants and related facilities, buildings, accessory uses, and expansion thereof;

e. Existing government owned master and other lift stations associated with the collection of wastewater, and expansion thereof;

~~b.~~ f. Electric, telephone, internet, and cable lines; and

~~c.~~ g. Existing government owned ~~Public~~ buildings and expansions thereof.

(2) Permitted uses considered essential services that are exempted from receiving Development Plan approval by the Board, but are subject to administrative approval of an Improvement Plan.

a. New government owned potable water treatment plants and related facilities;

b. New government owned pump stations and water towers related to the distribution of potable water;

c. New government owned wastewater treatment plants and related facilities, buildings, accessory uses; and

d. New government owned buildings.

(3) Municipal Public Use Airports are considered essential services that are permitted in all zoning districts, with a valid Airport Master Plan (Development Plan), approved by the Board.

(4) Special Exception Essential Services uses~~.~~ are only allowed with approval of a Special Exception in the IH, P/I, and PUD zoning districts.

a. Government owned electric ~~Electric~~, coal, and gas generating plants;

b. Government owned ~~A~~automatic ~~government owned~~ substations and switch stations necessary for operation of authorized utility systems that cover more than 80 square feet in size of land area and more than five feet in height.

c. Government owned Penal facilities.

d. New or expanded government owned landfills and solid waste transfer stations.

(b) As used in this Section, "Government Owned" shall mean facilities owned by a federal, state, county, or municipal government, as well as the Peace River Manasota Regional Water Supply Authority, and excludes Community Development District (CDD) owned facilities.

The reference to "airports and landing fields" in the IH zoning district is shown to be updated to conform to newly created terms and definitions for "Aircraft Landing Fields" and "Private Use Airports" so as to distinguish from "Municipal Public Use Airports" and also incorporates the "Essential Services" under Sec. 20-95(4) as special exceptions.

Sec. 20-140. - Industrial Heavy District (IH).

(1).c. Special exception uses and structures.

7. Indoor and outdoor firing ranges, private use airports and aircraft landing fields ~~airports and landing fields~~, public utility transmission facilities.

10. Essential Services, per Sec. 20-95(4).

The language for Special Exception uses and structures is amended, as shown below, as Sec. 20-95(4) will govern.

Sec. 20-142. - Public/Institutional (P/I).

(1)c. Special exception uses and structures.

1. Essential Services per Sec. 20-95(4). ~~Utility substations, such as water treatment, wastewater treatment and similar utility uses.~~

~~2. Government buildings and public uses other than those listed in the permitted uses, such as military installations, airports, penal facilities and similar uses.~~

~~3.~~2. Family cemeteries (see Section 20-689(d)).

A reference to Sec. 20-95 will govern Essential Services in the PUD district, and is added to Sec 20-144 (f)(4) as shown below:

Sec. 20-144. Planned Unit Development District (PUD).

(f) Planned unit development districts—Specific requirements, limitations and standards. In addition to all general provisions and procedures set out in this section, the following specific requirements, limitations and standards shall apply:

(1) Location. PUD districts shall be located so as to maintain adopted level of service on all impacted public rights-of-way.

(2) Minimum area required. The minimum area required for a planned unit development district containing only residential uses shall be five acres: containing only commercial or industrial uses shall be two acres, and containing a mix of residential, commercial or industrial uses shall be five acres.

(3) Character of the site. The condition of soil, groundwater level, drainage and topography shall all be appropriate to both kind and pattern of use or uses

intended. The site shall also contain sufficient width and depth to adequately accommodate its proposed use and design.

(4) Uses permitted. An applicant may propose any use or combination of uses within a proposed PUD subject to the minimum area requirements contained herein and the limitations contained in Section 20-95 for Essential Services

Sec. 20-1433 of the LDRs sets forth the findings to be made by the Planning Commission when reviewing and recommending approval of a Special Exception. The following amendment to Sec. 20-1433 amends subsection (10) to cross reference the Essential Services authorized with a Special Exception, as shown in Sec 20-95(4) and clarify that a concept plan is required with a Special Exception.

Sec. 20-1433. Findings by the Planning Commission.

Before any special exception 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 will not adversely affect the public interest, that the specific requirements governing the individual Special Exception, if any, have been met by the applicant, and that satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

(1) Compliance with all elements of the Comprehensive Plan;

(2) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;

(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;

(4) Utilities, with reference to locations, availability and compatibility;

(5) Screening and buffering with reference to type, dimensions and character;

(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;

(7) Required yards and other open space;

(8) General compatibility with adjacent properties and other property in the district;

(9) Any special requirements set out in the zoning district regulations for the particular use involved;

(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 unless determined by the Board to be essential service. In addition to the items contained in Subsections (1) through (9) of this section, the review of the request for a special exception shall include consideration of a~~ A concept plan showing all proposed improvements ~~or~~ and land alterations, ~~that are proposed for the utilities or facilities. The proposed location of such utilities or facilities~~ which shall not 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. For Special Exception Essential Uses, t~~T~~he Planning Commission shall consider the public benefit to be derived, the need for the proposed facilities, the existence of suitable alternative locations, potential impacts to surface water or groundwater 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;

(11) The proposed use shall not act as a detrimental intrusion into the surrounding area; and
(12) The proposed use shall meet the performance standards of the district in which the proposed use is permitted.

The following definitions are proposed, including a definition of Essential Services for consistency with the proposed Comprehensive Plan text amendment, simultaneously being processed.

Section 20-1650 – Definitions.

Aircraft Landing Field are small-scale private use aviation facilities associated with agricultural operations related to crop dusting and farm support, personal aircraft, and aviation-oriented developments. No fuel sales, maintenance shops, flight schools, or passenger transport for hire are associated with these facilities. They are not considered airports but still require FAA and FDOT approvals.

Airport Master Plan shall mean a plan that shows the existing and planned improvements for a Municipal Public-Use Airport and serves as a "Development Plan".

Essential services See Sec 20-95.

Municipal Public-Use Airport shall mean a municipally owned airport, licensed by the state, which is open for use by the public.

Private-Use Airport means a privately-owned airport, not open to the public, or operated for public benefit.

COMPREHENSIVE PLAN CONSISTENCY

Staff is simultaneously processing Comprehensive Plan text amendment to the definition of "Essential Services and Structures", which must be adopted by the Board prior to adopting the subject LDR amendments. The proposed LDR amendments can be found to be consistent with the proposed Comprehensive Plan text amendment.

Policy 1.1.14: Essential Services and Structures.

Essential Services and Structures. "Essential Services" means government owned services and structures, including but not limited to utilities, general communications, public safety uses, municipal public-use airports, penal facilities, and solid waste disposal facilities and ~~(to include infrastructure such as water, wastewater, cable TV, etc.) and "Essential Services Facilities" (to~~

~~include structures, housing or ancillary infrastructure)~~ ~~shall~~ may be allowed in any zone district ~~through the~~ as provided by the County's Land Development Regulations ~~Development Plan process~~.

The following objectives and policies are related to, Essential Services and have been considered when drafting the proposed LDR amendments.

Objective 1.10: Public Lands and Institutions (PLI) Category Defined. *The Public Lands and Institutions land use category includes only those lands that are legally owned or leased long-term (20 years+) by a local, state, federal, public utility or special government and used specifically to serve the public in some capacity. This category is designated solely to show the location and variety of such governmental uses and to depict a more accurate picture of residential density within the FLUM. These are generally long-term uses that will be utilized publicly for over 50 years.*

MEASUREABLE TARGET*: Description of new developments each year on Public Lands-Intuitional lands and conformity of said development to the description of uses in the following policies.*

Policy 1.10.1*: Public Lands and Institutions Category Location. The following criteria shall be used for assigning new areas for the Public Lands and Institutions (PLI) land use category on the Future Land Use Map:*

(1) Land already legally owned or controlled by a governmental entity and used in the service of the public.

(2) When privately owned lands are permanently deeded, purchased, or leased long-term (20+years) for governmental use purposes, the County shall amend the Future Land Use Plan Map at the next available plan amendment cycle to change the land use to the Public Lands and Institutions Land Use designation Additional land will be designated as PLI as new facilities are built over time such as schools utility plants, active parks.

Policy 1.10.2*: Public Lands and Institutions Category Uses. This land use category includes those lands which contain State, Federal and City, County, School, and other quasi-governmental owned facilities that are publicly owned or controlled but are not Preservation. They may contain:*

(1) Governmental offices;
(2) Public Works Facilities. Maintenance Departments;
(3) Active and Passive parks;
(4) Caretaker Residence;
(5) Utility plants and facilities, excluding electrical generating plants;
(6) Schools;
(7) Correctional facilities, Civil Commitment Center;
(8) Stormwater detention/retention Facilities and Water Reservoirs; and
(9) Similar public service facilities.

Policy 1.10.3*: Density/Intensity/Open Space design. All development within the Public Lands and Institution Land Use category is required to cluster development and provide 25 percent open space on-site. Intensity of non-residential development shall be limited to FAR of 1.0.*

***Policy 1.10.4**: Land Use Compatibility. Land uses which are potentially incompatible either due to type of use or intensity of use shall be buffered from one another.*

Consistency analysis: The proposed LDR amendments will implement the above objectives and policies and can be found to be consistent with such.

PUBLIC HEARINGS:

Planning Commission: March 3, 2026
Board of County Commissioners, Adoption: April 28, 2026

ALTERNATIVE ACTIONS FOR THE BOARD OF COUNTY COMMISSIONERS CONSIDERATION

1. Motion to APPROVE and adopt the LDR amendments, as recommended by the Planning Commission.

2. Motion to DENY adoption of the LDR amendments based on the oral findings on the record.

3. Motion to TABLE the LDR amendments because additional information is needed to render a decision.

DESOTO COUNTY, FLORIDA

ORDINANCE NO._____

AN ORDINANCE OF DESOTO COUNTY, FLORIDA, AMENDING THE COUNTY LAND DEVELOPMENT REGULATIONS RELATED TO ESSENTIAL SERVICES BY AMENDING SECTION 20-95 "ESSENTIAL SERVICES" TO ALLOW ESSENTIAL SERVICES, AS NEWLY DEFINED, AS PERMITTED USES IN ANY ZONING DISTRICT, INCLUDING THE ADDITION OF MUNICIPAL PUBLIC USE AIRPORTS; IDENTIFYING ESSENTIAL SERVICES THAT ARE ALLOWED ONLY BY SPECIAL EXCEPTION IN THE INDUSTRIAL HEAVY (IH), PUBLIC/INSTITUTIONAL (P/I), AND PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICTS AND AMENDING SECTIONS 20-140, 20-142, AND 20-144, ACCORDINGLY; AMENDING SECTION 20-1650 TO INCLUDE DEFINITIONS FOR AIRPORT RELATED TERMS AND ESSENTIAL SERVICES; AMENDING SECTION 20-1433(10) TO CLARIFY LANGUAGE AND PROCEDURES RELATED TO REVIEW OF ESSENTIAL SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163, Florida Statutes, authorize counties of the State of Florida to adopt and enforce regulations in the interest of public health, safety and welfare; and

WHEREAS, the DeSoto County ("County") Board of County Commissioners (the "Board") is authorized to adopt ordinances regulating the use of land in the County through the adoption of Land Development Regulations; and

WHEREAS, Policy 1.1.14 of the Future Land Use Element of the County's Comprehensive Plan provides that "Essential Services" may be allowed in any zoning district as provided in the County's Land Development Regulations; and

WHEREAS, a key purpose of this ordinance is to expand the definition of Essential Services to streamline required expansion to existing publicly owned infrastructure and services, including Municipal Public-Use Airports, and to identify and provide which Essential Services will require Special Exception approval and can only be considered in the Industrial Heavy (IH), Public/Institutional (P/I), and Planned Unit Development (PUD) zoning districts; and

WHEREAS, the Board further finds that adoption of this ordinance is in the best interest of the residents of DeSoto County and serves a proper public purpose; and

WHEREAS, the Board has properly noticed and held public hearings in accordance with law prior to adopting this Ordinance; and

WHEREAS, the subject amendments to the Land Development Regulations are conditioned on Comprehensive Plan Amendment (COMP-0017-2025) becoming effective.

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

Section 1. Incorporation of Recitals. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Amendment to Division 3 of Article II, of Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article II, Division 3, Section 20-95 of the DeSoto County Code of Ordinances is hereby amended as follows:

***

ARTICLE II. - ZONING DISTRICTS AND REQUIREMENTS

***

DIVISION 3. - ESSENTIAL SERVICES AND PARKING

Sec. 20-95. - Essential Services.

(a) Essential Services~~, as approved by the Board of County Commissioners,~~ that are listed as Permitted Uses in (1), (2), and (3) below may be located in any zoning district, as follows:

(1) Permitted uses considered essential services that are exempt from Planning Division processes, including Development Plans and Improvement Plans.

a. Sewer, water, and gas collection/distribution lines;

b. Existing government owned potable water treatment plants and related facilities, buildings, accessory uses and expansion thereof;

c. Existing government owned pump stations and water towers related to the distribution of potable water, and expansion thereof;

d. Existing government owned wastewater treatment plants and related facilities, buildings, accessory uses, and expansion thereof;

e. Existing government owned master and other lift stations associated with the collection of wastewater, and expansion thereof;

~~b.~~ f. Electric, telephone, internet, and cable lines; and

~~c.~~ g. Existing government owned ~~Public~~ buildings and expansions thereof.

(2) Permitted uses considered essential services that are exempted from receiving Development Plan approval by the Board, but are subject to administrative approval of an Improvement Plan.

a. New government owned potable water treatment plants and related facilities;

b. New government owned pump stations and water towers related to the distribution of potable water;

c. New government owned wastewater treatment plants and related facilities, buildings, accessory uses; and

d. New government owned buildings.

(3) Municipal Public Use Airports are considered essential services that are permitted in all zoning districts, with a valid Airport Master Plan (Development Plan), approved by the Board.

(4) Special Exception Essential Services uses~~.~~ are only allowed with approval of a Special Exception in the IH, P/I, and PUD zoning districts.

a. Government owned electric ~~Electric~~, coal, and gas generating plants;

b. Government owned a~~A~~utomatic ~~government owned~~ substations and switch stations necessary for operation of authorized utility systems that cover more than 80 square feet in size of land area and more than five feet in height.

c. Government owned Penal facilities.

d. New or expanded government owned landfills and solid waste transfer stations.

(b) As used in this Section, "Government Owned" shall mean facilities owned by a federal, state, county, or municipal government, as well as the Peace River Manasota Regional Water Supply Authority, and excludes Community Development District (CDD) owned facilities.

Section 3. Amendment to Division 4 of Article II, of Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article II, Division 4, of the DeSoto County Code of Ordinances is hereby amended as follows:

***

ARTICLE II. - ZONING DISTRICTS AND REQUIREMENTS

***

DIVISION 4. – ZONING DISTRICTS

***

Sec. 20-140. - Industrial Heavy District (IH).

(1) Uses and structures. No building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or in part, for other than the following:

***

c. Special exception uses and structures.

7. Indoor and outdoor firing ranges, private use airports and aircraft landing fields, ~~airports and landing fields,~~ public utility transmission facilities.

***

10. Essential Services, per Sec. 20-95(4).

***

Sec. 20-142. - Public/Institutional (P/I).

The intent of the Public/Institutional District (P/I) is to regulate the location of a broad range of public service facilities, government facilities and institutions. This district will provide a wide range of services, facilities and institutions and therefore shall be located in appropriate areas accessible to the public or in areas with demonstrated demand or need for such.

(1) Uses and structures. No building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or in part, for other than the following:

***

c. Special exception uses and structures.

1. Essential Services per Sec. 20-95(4). ~~Utility substations, such as water treatment, wastewater treatment and similar utility uses.~~

~~2. Government buildings and public uses other than those listed in the permitted uses, such as military installations, airports, penal facilities and similar uses.~~

~~3.~~2. Family cemeteries (see Section 20-689(d)).

***

Sec. 20-144. Planned Unit Development District (PUD).

***

(f) Planned unit development districts—Specific requirements, limitations and standards. In addition to all general provisions and procedures set out in this section, the following specific requirements, limitations and standards shall apply:

(1) Location. PUD districts shall be located so as to maintain adopted level of service on all impacted public rights-of-way.

(2) Minimum area required. The minimum area required for a planned unit development district containing only residential uses shall be five acres: containing only commercial or industrial uses shall be two acres, and containing a mix of residential, commercial or industrial uses shall be five acres.

(3) Character of the site. The condition of soil, groundwater level, drainage and topography shall all be appropriate to both kind and pattern of use or uses intended. The site shall also contain sufficient width and depth to adequately accommodate its proposed use and design.

(4) Uses permitted. An applicant may propose any use or combination of uses within a proposed PUD subject to the minimum area requirements contained herein and the limitations contained in Section 20-95 for Essential Services

***

Section 4. Amendment to Division 5 of Article XI, of Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article XI, Division 5, Section 20-1433 of the DeSoto County Code of Ordinances is hereby amended as follows:

ARTICLE XI. - ADMINISTRATION AND ENFORCEMENT

***

DIVISION 5. - PROCEDURES FOR APPLICATIONS FOR SPECIAL EXCEPTIONS

***

Sec. 20-1433. Findings by the Planning Commission.

Before any special exception 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 will not adversely affect the public interest, that the specific requirements governing the individual Special Exception, if any, have been met by the applicant, and that satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

(1) Compliance with all elements of the Comprehensive Plan;
(2) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;
(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;
(4) Utilities, with reference to locations, availability and compatibility;
(5) Screening and buffering with reference to type, dimensions and character;
(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;
(7) Required yards and other open space;
(8) General compatibility with adjacent properties and other property in the district;
(9) Any special requirements set out in the zoning district regulations for the particular use involved;
(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 unless determined by the Board to be essential service. In addition to the items contained in Subsections (1) through (9) of this section, the review of the request for a special exception shall include consideration of a~~ A concept plan showing all proposed improvements ~~or~~ and land alterations, ~~that are proposed for the utilities or facilities. The proposed location of~~

~~such utilities or facilities~~ which shall not 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. For Special Exception Essential Uses, t~~T~~he Planning Commission shall consider the public benefit to be derived, the need for the proposed facilities, the existence of suitable alternative locations, potential impacts to surface water or groundwater 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;

(11) The proposed use shall not act as a detrimental intrusion into the surrounding area; and
(12) The proposed use shall meet the performance standards of the district in which the proposed use is permitted.

***

Section 5. Amendment to Article XII, of Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article XII, Section 20-1650 of the DeSoto County Code of Ordinances is hereby amended as follows:

Sec 20-1650 Definitions.:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***

Aircraft Landing Field are small-scale private use aviation facilities associated with agricultural operations related to crop dusting and farm support, personal aircraft, and aviation-oriented developments. No fuel sales, maintenance shops, flight schools, or passenger transport for hire are associated with these facilities. They are not considered airports but still require FAA and FDOT approvals.

***

Airport Master Plan shall mean a plan that shows the existing and planned improvements for a Municipal Public-Use Airport and serves as a “Development Plan”.

***

Essential services See Sec 20-95.

***

Municipal Public-Use Airport shall mean a municipally owned airport, licensed by the state, which is open for use by the public.

***

Private-Use Airport means a privately-owned airport, not open to the public, or operated for public benefit.

Section 6. Severability. If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 7. Codification. It is the intent of the Board and is hereby provided that the provisions of this Ordinance shall become and be made a part of the DeSoto County Code of Ordinances, and that the sections for the Ordinance may be renumbered or lettered to accomplish such intention, and that the word “ordinance” may be changed to “section” or “article” or other appropriate designation in order to accomplish such intention.

Section 8. Effective Date. This ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, THIS DAY OF 28th DAY of APRIL 2026.

ATTEST:

By: _____
Mandy Hines,
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Steven Hickox,
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente,
County Attorney

DeSoto County

4/28/2026

Item #: 15.

☐ 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 / Arcadia Self Storage / Development Plan (SITE-0154-2024)

REQUESTED MOTION:
A motion to adopt/deny the proposed resolution with conditions for the development plan for Arcadia Self Storage and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

SUMMARY:
The applicant requests approval of a development plan to construct a self-storage facility, (71,666 SF) consisting of three buildings, on a 4.42 acre parcel. The parcel is within the Neighborhood Mixed Use Land Use designation and is currently zoned Commercial General (CG). The property, identified with tax ID numbers 12-38-24-0061-0000-0330 and 12-38-24-0061-0000-0320, is located at 2114 SW US 17, Arcadia.

DESOTO COUNTY DEVELOPMENT DEPARTMENT
STAFF REPORT

CASE #:	SITE-0154-2024
REQUEST:	Development Plan
PROPERTY OWNER:	Storage Experts of Florida LLC & Red Bay Realty LLC 2337 St. Rd. 28A Olivebridge, NY 12461
AGENT/ENGINEER:	James W. Herston, P.E. Herston Engineering Services, Inc. 20101 Peachland Blvd Unit 207 Port Charlotte, FL 33948
PROPERTY ID:	12-38-24-0061-0000-0330; 12-38-24-0061-0000-0320
TOTAL PARCEL SIZE:	4.42 acres
PROPERTY ADDRESS:	2114 SW US 17, Arcadia, FL 34269
FUTURE LAND USE DESIGNATION:	Neighborhood Mixed Use
ZONING DESIGNATION:	Commercial General (CG)
OVERLAY DISTRICT:	Conservation Overlay Designation (COD)

PROPOSED REQUEST

The applicant requests approval of a development plan to construct a self-storage facility, (71,666 SF) consisting of three buildings, on a 4.42 acre parcel. The parcel is within the Neighborhood Mixed Use Land Use designation and is currently zoned Commercial General (CG). The property, identified with tax ID numbers 12-38-24-0061-0000-0330 and 12-38-24-0061-0000-0320, is located at 2114 SW US 17, Arcadia (Exhibit A: Location).

Data and Analysis
Future Land Use Designation and Zoning

A. Comprehensive Plan and Future Land Use Review

1. **Objective 1.6: Neighborhood Mixed Use Category Defined.** The Neighborhood Mixed Use category consists primarily of residential uses in progressive degrees of urban intensity with higher density in areas adjacent to the Urban Center and less density/intensity in areas adjacent to the Low and Medium Density Residential and Rural/Agricultural categories.

   Policy 1.6.3: *Neighborhood Mixed Use Category Uses.* A sustainable mix of community serving general commercial uses, recreation, and public uses will be encouraged within the Neighborhood Mixed Use village. Light Industrial uses will also be allowed in this category when they can be of a large enough size and scope to be properly buffered and designed to minimize impacts and maximize compatibility. Industrial uses shall be reviewed only as part of the PUD or Special Exception process.

   Staff Finding: This property is located within the Neighborhood Mixed Use category. The applicant has proposed a mini-warehouse, which can be found to be an appropriate use, as it is a community serving general commercial use.

   Policy 1.6.5: Areas designated but not located within one of the existing Community overlays shall comply with the following standards:

   (1) A minimum of 30% of a neighborhood mixed use village area shall be for non-residential uses (Industrial, Commercial, Public, and Institutional);
   (2) The Floor Area Ratio within designated areas shall be limited to a floor area ratio of 0.4.
   (3) A minimum of 30% of a Neighborhood Mixed Use village area shall be for residential uses;
   (4) In order to achieve a mixture of housing products, all projects within the village shall include a minimum of ten (10) percent multifamily dwelling units.
   (5) A minimum density of 3.5 dwelling units per acre is required within a Neighborhood Mixed Use village.

   Staff finding: The site is not located within one of the existing Community overlays for the Neighborhood Mixed Use category. The Development Plan shows a proposed floor area ratio (FAR) of 0.37

which is consistent with the maximum FAR allowed in the Neighborhood Mixed Use Future Land Use Category.

Policy 1.6.7: All development within a Neighborhood Mixed Use category shall connect to DeSoto County public water and wastewater facilities.
Policy 1.6.12: *Utilities.* All development within the Neighborhood Mixed Use category shall connect to existing public centralized water and wastewater systems.

Staff Finding: The proposed self-storage facility proposes to connect to DeSoto County water and sewer, as required. Capacity is limited and can only be guaranteed with a fully executed capacity reservation agreement and payment of all applicable capacity reservation fees. Desoto County Utilities will work with the applicant to determine the required ERUs for capacity reservation.

Policy 1.6.10: *Open Space design.* All development within the Neighborhood Mixed Use category is required to cluster development and provide a minimum of 25 percent open space on-site. Master planned developments shall integrate open areas with adjacent development to create corridors of open space. All open space design is encouraged to create a greenbelt around the village or connect off-site in order to provide alternative transportation and recreation options throughout the village. A minimum of 10 percent of the open space requirement shall be upland acreage designed to create active recreation areas. Non-residential uses shall create public promenades or civic spaces, including fountains, plazas, gardens and similar outdoor gathering places. All of these standards, as described in the Comprehensive Plan will be applied to the project with the Improvement Plan as a standard part of the review process.

Staff Finding: The Development Plan for the non-residential use shows a proposed open space of 30%. The applicant shall demonstrate on the Improvement Plan how the open space conforms to this policy, including the creation of a public promenade or civic spaces including, but not limited to, fountains, gardens, or similar outdoor gathering places for employees or customers.

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.

Staff Finding: The site's southwest corner, adjacent to SW Hillcrest Street, is within the Conservation Overlay Designation (COD) and compliance with the COD requirements will be evaluated with the Improvement Plan.

A soil report (Carter and Leonardo Environmental Services, LLC, dated July 2023) was provided by the applicant, stating that five soil borings were conducted at various locations within the parcel. The soil type identified at all five locations (Smyrna sand) is not indicated to be a hydric soil, but an upland soil. The report opined that the parcel does not contain wetlands as defined in Chapter 62-340 FAC. The applicant, however, has not requested a modification of the COD boundary.

The applicant is responsible for obtaining all required state permits (e.g., SWFWMD, DEP, FDOT) with the Improvement Plan application and shall submit either a copy of the permit application filed with the State or a letter of exemption. All approved state permits shall be provided to the County prior to issuance of the Notice to Proceed.

Policy 1.12.2: Conservation Overlay Designation Uses. This designation is not intended to prevent development, but rather to identify environmentally sensitive areas (i.e. floodplains and wetlands) that need to be reviewed carefully during the development review process to determine whether mitigation or conservation protection are needed. If the areas are determined not to be environmentally sensitive, then the underlying future land use category is applicable. The following uses are specifically prohibited from being located within Conservation Areas:

(1) Junkyards, gas station, and vehicle repair facilities.

(2) The use or storage of hazardous materials or wastes on the Florida Substance List shall be restricted in the 100-year floodplain, except that such use or storage pursuant to phosphate mining within the Generalized Phosphate Mining Overlay Designation shall be restricted within that portion of the 100-year floodplain shown on **Map FLUEMS-9** and as regulated by the Florida Department of Environmental Protection.

(3) New underground fuel and other hazardous chemicals within these areas. Existing facilities are required to demonstrate that adequate technology is being employed on-site to isolate the facilities from the water supply.

(4) Residential Development greater than a density of 1 unit per 10 gross acres and non-residential development greater than a FAR of 0.10 unless stated herein. All development shall be clustered to non-wetland portions of any site and buffered from the wetland appropriately.

(5) Agricultural uses shall utilize "Best Management Practices" published in conjunction with the US Department of Agriculture.

Staff finding: The Improvement Plan will be fully evaluated per Policy 1.12.2, but it is noted that the site is not located in the 100-year floodplain and the Development Plan does not show any undergound tanks.

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 South West 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 areas is determined to be developable and not within the Conservation Overlay Designation, then the underlying future land use category shall apply.

(10) The Conservation Overlay District is comprised of data collected from other sources and utilized as a tool to assist in development decisions. As this data is modified, updated or altered, the County will update the Conservation Overlay District boundaries upon data being published to reflect the most accurate data and analysis available. Should other recognized professional sources or technology also provide for updates and improved accuracy, that data shall be reflected in updates to the DeSoto County Conservation Overlay District when made available. Staff shall review and update available data semi-annually.

Staff finding: A final determination of the suitability for development of any individual parcel, as it relates to the COD will be determined prior to approval of the Improvement Plan. Staff recommends a condition requiring the submittal of an Environmental Site Study, as required by this policy. Additionally, staff recommends a condition requiring that all development be clustered outside of and appropriately buffered from any wetlands.

2. **Zoning District related-issues.** Land Development Regulation zoning district related issues include the zoning district and its consistency with the FLUM, the uses allowed within the zoning district, the minimum lot size and width, the minimum building setbacks or open yards.

Staff finding: The site is zoned CG (Commercial General) and consistent with the Neighborhood Mixed Use Land Use Category.

Ordinance 2024-13 was approved December 17, 2024 for changes to the LDR, including the addition of a mini-warehouse (no outdoor storage) as a permitted use in the CG zoning district. Additionally,

staff recommends conditions prohibiting any outdoor storage, open bays, and carports.
The applicant proposes a 71,666 SF mini warehouse facility, consisting of three buildings. The parcel complies with the minimum lot size, width, and road frontage per the CG zoning district.

The development plan shows the proposed buildings meet or exceed the minimum setbacks of the district and comply with the maximum impervious lot coverage of 70%.

	Proposed	Required CG
Front	40'-57'	40'
Side	10'-50'	10'
Rear	N/A	25'

The site is located in FEMA (Federal Emergency Management Agency) Flood Zone X, map panel 12027C0178C (effective 11/6/2013). All improvements must comply with all building-related FEMA requirements on future site plan and building permit submittals.

The following table illustrates the adjacent uses, land use, and zoning designations.

Direction	Existing Use	Land Use	Zoning
Site	Vacant	Neighborhood Mixed Use	CG
North	Vacant commercial	Neighborhood Mixed Use	CG
South	Vacant, single family residential, DeSoto County lift station	Neighborhood Mixed Use	CG, RMF-6
East	Single family residential, mobile home	Neighborhood Mixed Use	MHS, RMF-6
West – across SW Highway 17	Vacant commercial, restaurant under construction	Employment Center	CG

No buffers are required for the proposed commercial use when adjacent to other commercial uses. The landscape plan shows a proposed 10' wide Type B buffer along the east property line, adjacent to a single family residential home, as required by the buffer matrix in Sec. 20-600. Section 20-537(e)(1)a requires a Type A buffer where an off-street parking area abuts a public right-of-way. This buffer is shown on the landscape plans along SW Highway 17 to the west, as well as along SW Hillcrest Street to the south.

The proposed Development Plan can be found to be in conformance with the Commercial General zoning district.

3. **Transportation related issues.** Transportation related issues include roadway access, right-of-way width, and off-street parking and loading requirements.

   Staff finding: The proposed 71,666 SF mini warehouse facility is located on SW Highway 17 and proposes one access driveway on SW Highway 17. A traffic study was not provided with the Development Plan application. Given the proposed mini-warehouse use, traffic is expected to be minimal, based on the ITE (Institute of Traffic Engineers) Trip Generation rates.

The applicant is responsible for coordinating with the FDOT (Florida Department of Transportation) and obtaining any required permits for site access onto US 17.

DeSoto County Fire requires that for all electric gates, the opening function for the Fire Department will require the EVAC (Emergency Vehicle Access Control) *system, to be addressed with the Improvement Plan and conditioned herein.*

The Land Development Regulations do not address parking and loading for mini-warehouse/self-storage facility uses. The development plan shows a parking calculation based on the ITE parking generation manual for LUC (Land Use Category) 151 Mini-warehouse. The parking requirements were analyzed in two different ways:1. Based on the amount of gross floor area and 2. Based on the proposed number of storage units. Both scenarios showed 7 peak period parking spaces were required.

The development plan shows 13 parking spaces for the 70,966 SF mini-warehouse buildings (7 spaces required per ITE parking generation manual) and 700 SF office building (1 space per 250 SF). Staff recommends a condition that a minimum of 8 and a maximum of 13 parking spaces will be shown on the Improvement Plan, 2 ADA spaces.

Seven loading spaces are proposed.

4. **Infrastructure issues.** Infrastructure issues include potable water, sanitary sewer, solid waste, stormwater management, and electricity.

   Staff finding: DeSoto County Water and sewer service are available,and the applicant is required to connect. Capacity is limited and can only be guaranteed with a fully executed capacity reservation agreement and payment of all applicable capacity reservation fees. The applicant shall contact the Desoto County Utilities (DCU) Department for information related to a capacity reservation agreement.

   Solid waste collection shall be provided by County franchisee and the receptacles approved on the Improvement Plan, as recommended and conditioned, herein. *Stormwater facilities are shown on the Development Plan and the required details will be shown on the Improvement Plan. The project will be required to obtain any necessary permitting from the Southwest Florida Water Management District.*

5. **Miscellaneous issues.** These include impervious surface area, maximum density, required recreation, and dead storage.

   Staff finding: *The DeSoto County Land Development Regulations limit the impervious surface in the CG zoning district to 70 percent. The Development Plan shows the proposed impervious area to be 70%.*

   While a mini-warehouse facility is permitted in the CG zoning district, outdoor storage is prohibited; and therefore, a condition prohibiting such is recommended.

STAFF REVIEW

Staff review has determined that this application, SITE-0154-2024, can be found to be consistent with the Comprehensive Plan and Land Development Regulations, if approved with the recommended conditions.

RECOMMENDED CONDITIONS FOR APPROVAL:

1. The project is subject to the Conservation Overlay District (COD) requirements of the Comprehensive Plan and an Environmental Site Study pursuant to Comprehensive Plan Policy 1.12.3 shall be provided with the Improvement Plan. Additionally, all development shall be clustered to non-wetland portions of any site and buffered from the wetland appropriately.

2. No outdoor storage is permitted on site.
3. The Improvement Plan shall show that all proposed buildings are completely enclosed. No open bays or carports. This shall be approved by the Planning Department.
4. The applicant shall demonstrate how the open space conforms to Comprehensive Plan Policy 1.6.10 and approved by the Planning Department with the Improvement Plan.
5. The applicant is responsible for obtaining all required state permits (e.g., SWFWMD, DEP, FDOT) with the Improvement Plan application and shall submit either a copy of the permit application filed with the State or a letter of exemption. All required approved state permits shall be provided to the County prior to issuance of the Notice to Proceed.

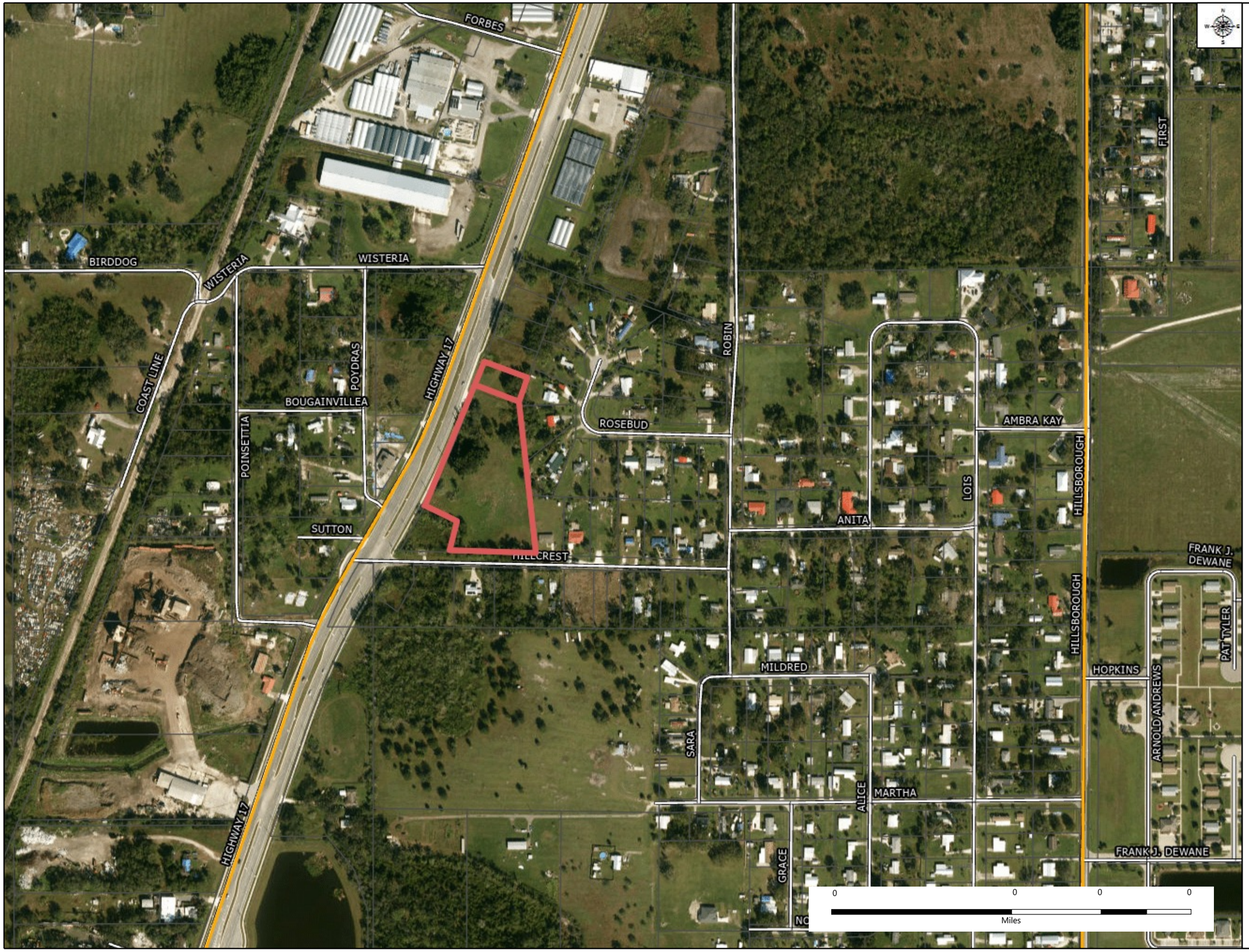
6. The Public Safety Department shall approve site access through the electric gated entrance in accordance with the Emergency Vehicle Access Control (EVAC) system with the Improvement Plan.
7. The applicant is required to connect to DeSoto County Water and Sewer utility system. Capacity is limited and can only be guaranteed with a fully executed capacity reservation agreement and payment of all applicable capacity reservation fees.

8. Solid waste collection shall be provided by County franchisee and the receptacles approved on the Improvement Plan.
9. The applicant shall show a minimum of 8 parking spaces and a maximum of 13 spaces (including 2 ADA spaces) which shall be approved by the Planning Department with the Improvement Plan.
10. This Development Plan will expire 3 years from the date of the resolution unless development has commenced as provided in Sec. 20-1345(d)(1) of the County Code.

PUBLIC HEARING SCHEDULE

Board of County Commissioners
April 28, 2026

Location Map



Street Labels
Major Road Labels
County Boundary
Major Roads
Streets
Parcels

April 13, 2026

Prepared By

HORNER SHIFRIN

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-I
- PUD
- RM
- RMF-12
- RMF-6
- RMF-8
- RMF-M
- ROI

December 12, 2024

Prepared By

HORNER SHIFRIN



FLUM

- 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

December 12, 2024

Prepared By

HORNER SHIFRIN

DEVELOPMENT PLAN

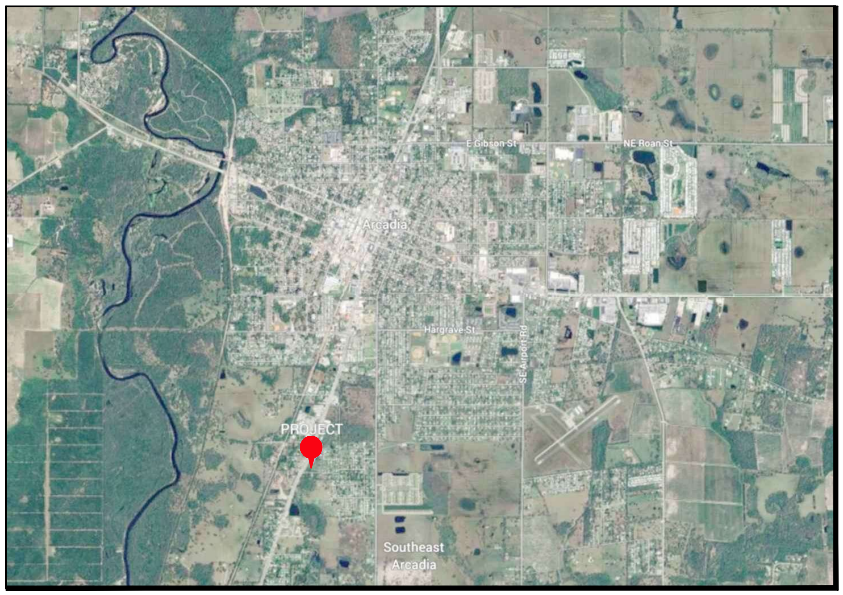
FOR

ARCADIA SELF STORAGE

2114 US 17 SW
ARCADIA, FLORIDA, 34266



LOCATION MAP



VICINITY MAP
SCALE: NTS

SHEET INDEX

SHEET	DESCRIPTION
1.0	COVER SHEET
2.0	BOUNDARY, TOPOGRAPHIC, & TREE SURVEY (BY: FIRST CHOICE SURVEYING)
2.1	AERIAL
3.0	SITE PLAN
3.1	AUTOTURN SIMULATION
4.0	PAVING AND DRAINAGE PLAN
5.0	UTILITY PLAN

PROJECT CONSULTANTS

COMPANY & CONTACT	TITLE
HERSTON ENGINEERING SERVICES, INC. C/O JAMES W. HERSTON, P.E. 20101 PEACHLAND BLVD, UNIT 207 PORT CHARLOTTE, FL 33954 941-629-2777 JHERSTON@HERSTONENGINEERING.COM	ENGINEER OF RECORD
DAVID M. DAVENPORT, AIA 6245 CLARK CENTER AVENUE, UNIT A SARASOTA, FL 34238 941-921-4699 DAVID@DMDAIA.COM	ARCHITECT
FIRST CHOICE SURVEYING, INC PO BOX 470979 LAKE MONROE, FL 32747 407.851.3425	SURVEYOR
TERRASCAPE, INC C/O YVONNE R. HALL TERRESCAPE@COMCAST.NET 941-962-9123	LANDSCAPE ARCHITECT

PLANS PRODUCED FOR THE EXCLUSIVE USE OF:

GUY BLAKE

4477 BELFOUNTAIN ST
PORT CHARLOTTE,FL 33948
gblake@pyramidbrokerage.com
845.706.5744

HERSTON ENGINEERING SERVICES, INC.
20101 PEACHLAND BLVD, UNIT 207
PORT CHARLOTTE, FLORIDA 33954
OFFICE 941.629.2777 CELL 941.380.7901
jherston@herstonengineering.com
CERTIFICATE OF AUTHORIZATION NUMBER: 00007691

PROJECT:
ARCADIA SELF STORAGE

SITE ADDRESS:
2114 SW US 17
ARCADIA, FL 34266
DESOTO COUNTY, FLORIDA

CLIENT:
GUY BLAKE
4477 BELFOUNTAIN ST
PORT CHARLOTTE, FL 33948
gblake@pyramidbrokerage.com
845.706.5744

PREPARED BY:
JAMES W. HERSTON, P.E.
STATE OF FLORIDA 43980
Digitally signed by James W Herston
DN: c=US, o=Florida, dnQualifier=A01410C0000018872809DE800166A79, cn=James W Herston
Date: 2025.07.01 19:07:32 -04'00'

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REV:	DESCRIPTION:	DATE:
3	DESOTO COUNTY COMMENTS	5-25-25
2	COMMENTS / REVISIONS	2-25-25
1	DEVELOPMENT PLAN	12-2-24

ENGINEER: JWH
DRAWN BY: MJH
PLOTTED:: 7/1/2025 12:44 PM

ALL ELEVATIONS BASED UPON NAVD, 1988 DATA

ENGINEERING WITH PURPOSE

SHEET TITLE:
COVER SHEET

N/A

SHEET No: 1.0
PROJECT: 3506

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OFFICE 941.629.2777 CELL 941.380.7901
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PORT CHARLOTTE, FL 33948
gblake@pyramidbrokerage.com
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PREPARED BY:

JAMES W. HERSTON, P.E.
STATE OF FLORIDA 43980

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PLOTTED:: 7/1/2025 1:44 PM

ALL ELEVATIONS BASED UPON NAVD, 1988 DATA

ENGINEERING WITH PURPOSE

SHEET TITLE:

AERIAL

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SCALE: 1"=50'

SHEET No: 2.1
PROJECT: 3506

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DESOTO COUNTY DESIGN SPECIFICATIONS

1. ADA PARKING PER SECTION 20–537(B) AND DESOTO COUNTY DETAIL D-20.

2. PARALLEL PARKING SHALL BE 10' X 24' PER SECTION 20–537 (A)(7) AND DESOTO COUNTY DETAIL D 18.

3. PARKING PROVIDED PER ITE PARKING GENERATION MANUAL, 6TH EDITION, LAND USE CODE 151, MINI-WAREHOUSE.

4. LOADING ZONES SHALL BE PROVIDED IN ACCORDANCE WITH TABLE 20–536 AND 20-536(2).

5. WHEEL STOPS SHALL BE IN ACCORDANCE WITH DESOTO COUNTY DETAIL D 19A.

6. PAVEMENT SHALL BE CONSISTENT WITH DESOTO COUNTY DETAIL D 17 C, TYPICAL PAVEMENT SECTION 3, PER 20–537(A) (4).

7. DUMPSTER PER DESOTO COUNTY DETAIL D-27.

8. ALL ELECTRIC GATES SHALL FUNCTION FOR THE FIRE DEPARTMENT WITH EVAC SYSTEM.

FDOT Notes

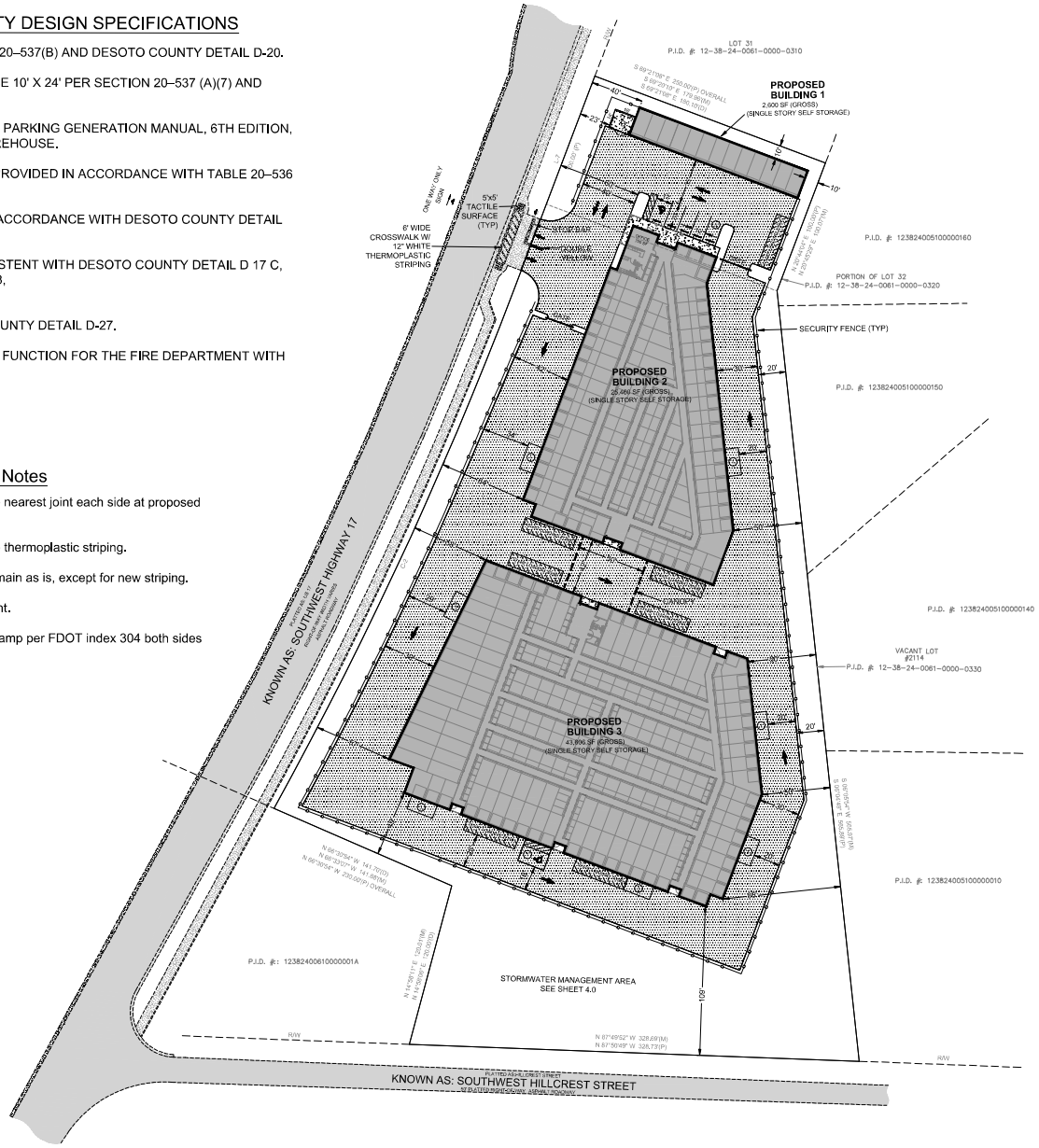
1- Reconstruct existing sidewalk to nearest joint each side at proposed connection.

2- 6' wide crosswalk with 12" white thermoplastic striping.

3- Existing Drive Connection to remain as is, except for new striping.

4- Match existing edge of pavement.

5- Construct ADA compliant curb ramp per FDOT index 304 both sides of connection (if neccessary).



BUILDINGS & PARKING SUMMARY

PARKING REQUIRED:

BUILDINGS 1,2, & 3 : 70,966 SF WAREHOUSE	
PER ITE PARKING GENERATION MANUAL = (FOR MINI WAREHOUSE LUC (151) 6TH EDITION)	7
700 SF OFFICE (1 SPACE / 250 SF) =	3
TOTAL PARKING REQUIRED:	10 SPACES

PARKING PROVIDED:

PROPOSED STANDARD (10'x20') (FOR OFFICE) :	4
PROPOSED HANDICAP (12'x20') (FOR OFFICE) :	1
PROPOSED PARALLEL (10'x24') (FOR MINI WH) :	7
PROPOSED HC PARALLEL (12'x24') (FOR MINI WH) :	1
TOTAL PARKING PROVIDED:	13 SPACES

SITE SUMMARY

PROPERTY SIZE	192,501 SF
PROPOSED BUILDINGS 1-3 (GROSS)	71,666 SF
PROPOSED ASPHALT (ON-SITE)	62,255 SF
TOTAL IMPERVIOUSNESS	133,921 SF
TOTAL IMPERVIOUSNESS %	70%
TOTAL OPEN GREEN SPACE %	30%

FAR = 71,666 / 192,501 = 0.37

LOADING SPACES REQUIRED = 71,666 / 10,000 = 7

LEGEND

- PROPOSED BUILDING
- EXISTING ASPHALT PAVING
- PROPOSED ASPHALT PAVING
- EXISTING CONCRETE (OFF-SITE)
- PROPOSED CONCRETE
- NUMBER OF PROPOSED PARKING SPACES
- PAINTED TRAFFIC CIRCULATION ARROW
- STOP SIGN (R1-1)
- HANDICAPPED SIGN
- DO NOT ENTER SIGN (R5-1)
- CONCRETE WHEELSTOP
- TACTILE SURFACE
- 10'X40' LOADING ZONE
- D — 16'X14' DUMPSTER ENCLOSURE (PER COUNTY DETAIL D-27)

HERSTON ENGINEERING SERVICES, INC.
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PORT CHARLOTTE, FLORIDA 33954
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ENGINEER: JWH
DRAWN BY: MJH
PLOTTED:: 7/1/2025 3:00 PM
ALL ELEVATIONS BASED UPON NAVD, 1988 DATA

ENGINEERING WITH PURPOSE

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SITE PLAN

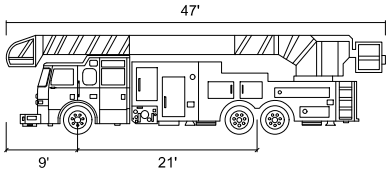
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SCALE: 1"=40'

SHEET No: 3.0
PROJECT: 3506

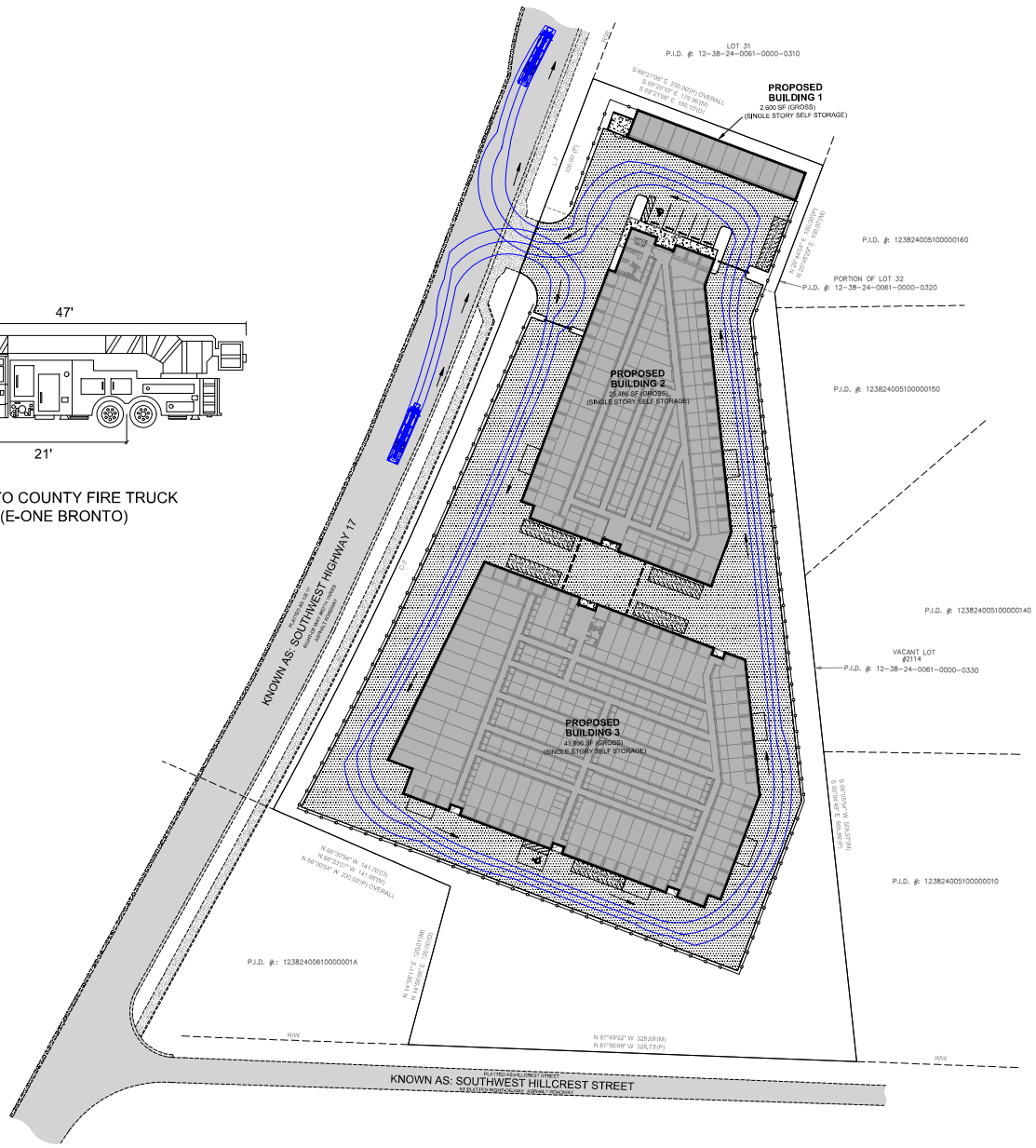
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DESOTO COUNTY FIRE TRUCK
(E-ONE BRONTO)



LEGEND

- PROPOSED BUILDING
- EXISTING ASPHALT PAVING
- PROPOSED ASPHALT PAVING
- EXISTING CONCRETE (OFF-SITE)
- PROPOSED CONCRETE
- BICYCLE RACK (10 BICYCLE CAPACITY)
- NUMBER OF PROPOSED PARKING SPACES
- PAINTED TRAFFIC CIRCULATION ARROW
- STOP SIGN (R1-1)
- HANDICAPPED SIGN
- DO NOT ENTER SIGN (R5-1)
- CONCRETE WHEELSTOP
- TACTILE SURFACE

HERSTON ENGINEERING SERVICES, INC.
20101 PEACHLAND BLVD. UNIT 207
PORT CHARLOTTE, FLORIDA 33954
OFFICE 941.629.2777 CELL 941.380.7901
jherston@herstonengineering.com
CERTIFICATE OF AUTHORIZATION NUMBER: 00007691

PROJECT:

ARCADIA SELF STORAGE

SITE ADDRESS:
2114 SW US 17
ARCADIA, FL 34266
DESOTO COUNTY, FLORIDA

CLIENT:

GUY BLAKE

4477 BELFOUNTAIN ST
PORT CHARLOTTE, FL 33948
gblake@pyramidbrokerage.com
845.706.5744

PREPARED BY:

JAMES W. HERSTON, P.E.
STATE OF FLORIDA 43980

Digitally signed by James W Herston
DN: c=US, o=Florida, dnQualifier=A01410C000001887280 9DE800166A79, cn=James W Herston
Date: 2025.07.01 19:09:57 -04'00'

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3	DESOTO COUNTY COMMENTS	5-25-25
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1	DEVELOPMENT PLAN	12-2-24

ENGINEER: JWH
DRAWN BY: MJH
PLOTTED:: 7/1/2025 1:49 PM

ALL ELEVATIONS BASED UPON NAVD, 1988 DATA

ENGINEERING WITH PURPOSE

SHEET TITLE:

TURNING MOVEMENT DIAGRAM

GRAPHIC SCALE
40 20 0 40
SCALE: 1"=40'

SHEET No: 3.1
PROJECT: 3506

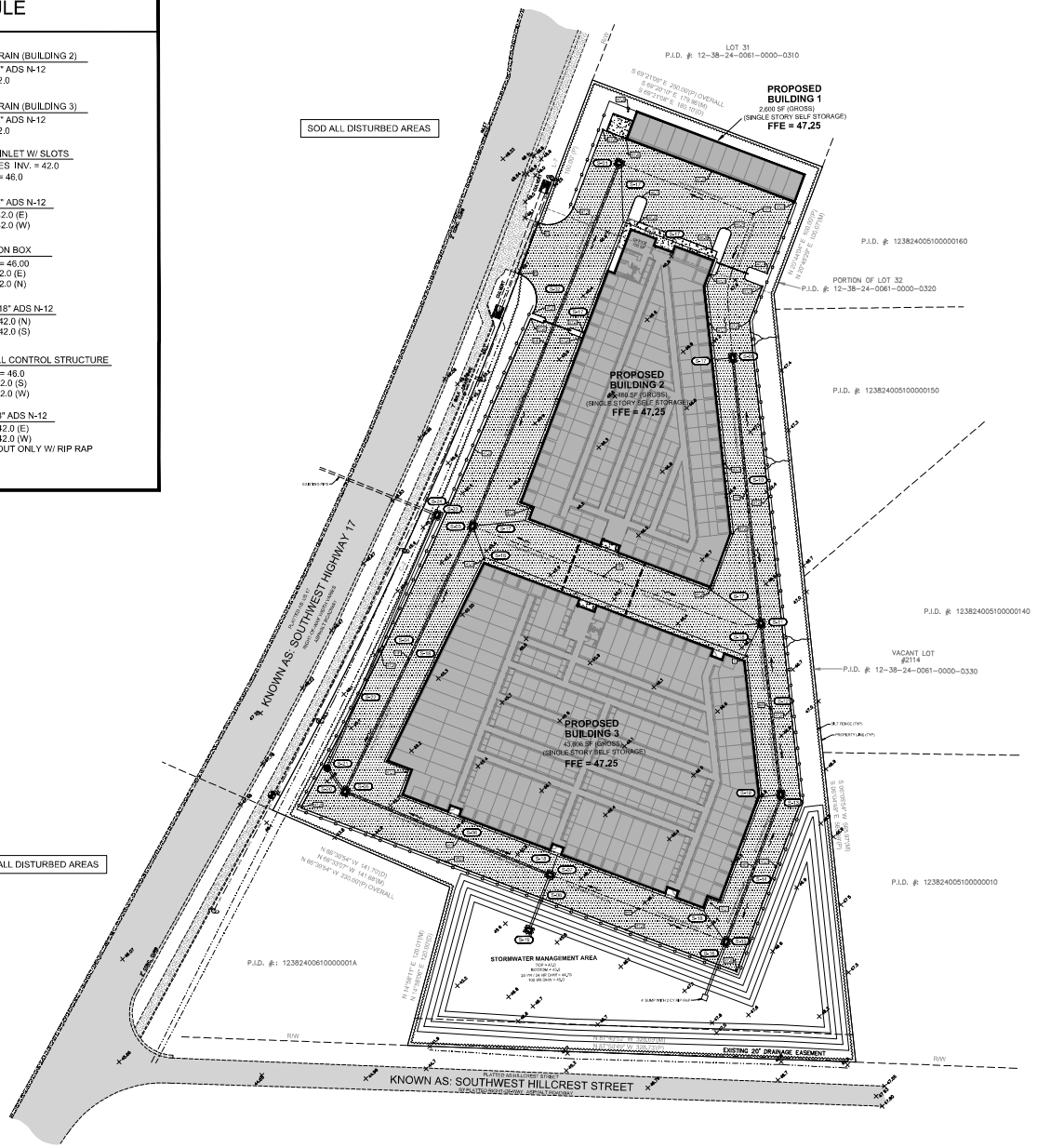
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PROPOSED DRAINAGE STRUCTURE SCHEDULE

S-01	TYPE C INLET GRATE = 46.0 INV. = 42.0 (S) INV. = 42.0 (E)	S-09	TYPE C INLET GRATE = 46.0 INV. = 42.0 (S) INV. = 42.0 (W)	S-17	ROOF DRAIN (BUILDING 2) 865 LF 8" ADS N-12 INV. = 42.0
S-02	286 LF 18" ADS N-12 INV. = 42.0 (N) INV. = 42.0 (S)	S-10	195 LF 18" ADS N-12 INV. = 42.0 (N) INV. = 42.0 (S)	S-18	ROOF DRAIN (BUILDING 3) 960 LF 8" ADS N-12 INV. = 42.0
S-03	TYPE C INLET GRATE = 46.0 INV. = 42.0 (N) INV. = 42.0 (S) INV. = 42.0 (E)	S-11	TYPE C INLET GRATE = 46.0 INV. = 42.0 (N) INV. = 42.0 (S) INV. = 42.0 (W)	S-19	TYPE C INLET W/ SLOTS ALL SIDES INV. = 42.0 GRATE = 46.0
S-04	215 LF 18" ADS N-12 INV. = 42.0 (N) INV. = 42.0 (S)	S-12	125 LF 18" ADS N-12 INV. = 42.0 (N) INV. = 42.0 (S)	S-20	22 LF 18" ADS N-12 INV. = 42.0 (E) INV. = 42.0 (W)
S-05	TYPE C INLET GRATE = 46.0 INV. = 42.0 (N) INV. = 42.0 (E)	S-13	TYPE C INLET GRATE = 46.0 INV. = 42.0 (N) INV. = 42.0 (S)	S-21	JUNCTION BOX GRATE = 46.00 INV. = 42.0 (E) INV. = 42.0 (N)
S-06	162 LF 18" ADS N-12 INV. = 42.0 (E) INV. = 42.0 (W)	S-14	115 LF 18" ADS N-12 INV. = 42.0 (N) INV. = 42.0 (S)	S-22	202 LF 18" ADS N-12 INV. = 42.0 (N) INV. = 42.0 (S)
S-07	TYPE C INLET GRATE = 46.0 INV. = 42.0 (N) INV. = 42.0 (S) INV. = 42.0 (W)	S-15	TYPE C INLET GRATE = 46.0 INV. = 42.0 (N) INV. = 42.0 (S)	S-23	OUTFALL CONTROL STRUCTURE GRATE = 46.0 INV. = 42.0 (S) INV. = 42.0 (W)
S-08	46 LF 18" ADS N-12 INV. = 42.0 (N) INV. = 42.0 (S)	S-16	42 LF 18" ADS N-12 INV. = 42.0 (N) INV. = 42.0 (S)	S-24	10 LF 18" ADS N-12 INV. = 42.0 (E) INV. = 42.0 (W) STUB OUT ONLY W/ RIP RAP



LEGEND

- PROP. STORM DRAIN LINE
- EXIST. STORM DRAIN LINE
- DIRECTION OF DRAINAGE FLOW
- PROPOSED GRADE
- TOP OF CURB ELEVATION / PAVEMENT ELEVATION
- EXISTING GROUND ELEVATION
- SILT FENCE (TYPE III)
- DIRECTION OF SLOPE
- STORM DRAINAGE COMPONENT (S-01)
- MANHOLE
- DITCH BOTTOM INLET
- MITRED END SECTION

CALL 48 HOURS BEFORE YOU DIG IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

HERSTON ENGINEERING SERVICES, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER: 00007691

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DESOTO COUNTY, FLORIDA

CLIENT:

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PREPARED BY:

JAMES W. HERSTON, P.E.
STATE OF FLORIDA 43980
Digitally signed by James W Herston
DN: c=US, o=Florida, dnQualifier=A01410C00000188728 09DE800166A79, cn=James W Herston
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ENGINEER: JWH
DRAWN BY: MJH
PLOTTED:: 7/1/2025 1:49 PM
ALL ELEVATIONS BASED UPON NAVD, 1988 DATA

ENGINEERING WITH PURPOSE

SHEET TITLE:

DRAINAGE PLAN

GRAPHIC SCALE
40 20 0 40
SCALE: 1"=40'

SHEET No: 4.0
PROJECT: 3506

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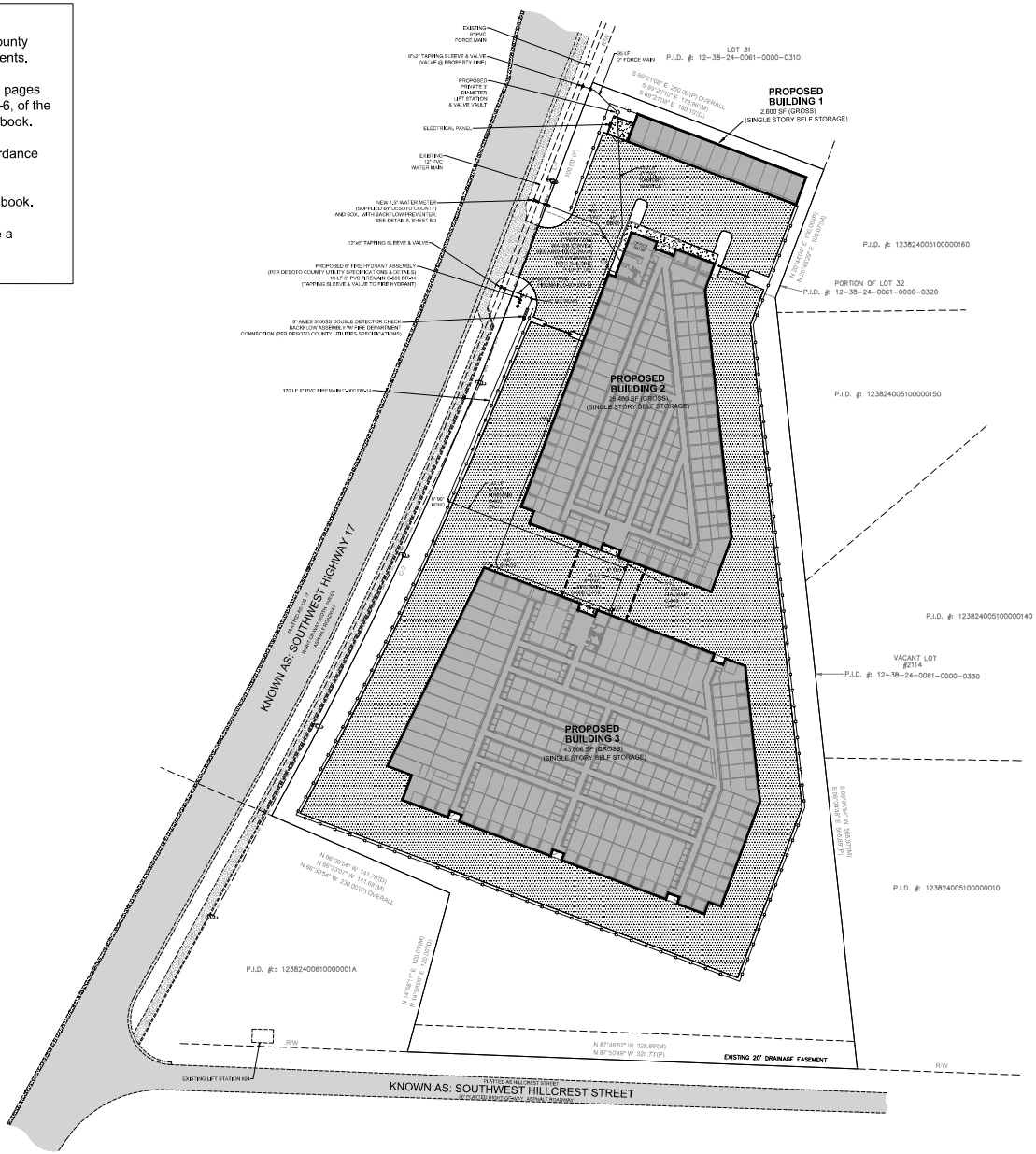
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All Utility work shall follow the Desoto County Utilities Standards Handbook Requirements.

1 - All PVC pipe shall be in accordance with pages 46-47, section C (PVC), specifications 1-6, of the DeSoto County Utilities Standards Handbook.

2 - All plastic pipe (HDPE), shall be in accordance with page 48, section E (plastic pipe), specifications 1-2, of the DeSoto County Utilities Standards Handbook.

3 - All Watermains & watermains shall have a minimum cover of 36"



HERSTON ENGINEERING SERVICES, INC.

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PROJECT:

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DESOTO COUNTY, FLORIDA

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PREPARED BY:

JAMES W. HERSTON, P.E.
STATE OF FLORIDA 43980

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ENGINEER:		JWH
DRAWN BY:		MJH
PLOTTED::		7/1/2025 1:53 PM

ALL ELEVATIONS BASED UPON NAVD, 1988 DATA

ENGINEERING WITH PURPOSE

SHEET TITLE:

UTILITY PLAN

GRAPHIC SCALE
40 20 0 40
SCALE: 1"=40'

SHEET No: 5.0
PROJECT: 3506

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DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, GRANTING TO STORAGE EXPERTS OF FLORIDA LLC & RED BAY REALTY LLC, DEVELOPMENT PLAN APPLICATION APPROVAL (SITE-0154-2024) WITH CONDITIONS TO ALLOW A 71,666 SQUARE FOOT MINI WAREHOUSE/SELF-STORAGE FACILITY ON A+/- 4.42 ACRE PARCEL OF LAND ZONED COMMERCIAL GENERAL (CG), LOCATED AT 2114 SW US 17, ARCADIA, THE PROPERTY IDENTIFICATION NUMBERS ARE 12-38-24-0061-0000-0330 AND 12-38-24-0061-0000-0320; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2024, a Development Plan application and fee was submitted to the Development Department for approval to construct a 71,666 SF self-storage facility, consisting of three buildings on a +/- 4.42 acre parcel, with property identification numbers 12-38-24-0061-0000-0330 and 12-38-24-0061-0000-0320 (the "Subject Property") (generally, the "Application"); and

WHEREAS, the DeSoto County Property Appraiser records show that the Subject Property is located at 2114 SW US 17, Arcadia is owned by Storage Experts of Florida LLC & Red Bay Realty LLC (Exhibit A: General Location Map); and

WHEREAS, Land Development Regulations (LDR) Section 20-1345(d)(1) requires all development plans be reviewed by the Development Department and then submitted to the Board of County Commissioners (Board) for its review and approval or denial at a quasi-judicial public hearing; and

WHEREAS, the Development Department has reviewed the Development Plan application and concludes the application is in conformance with the LDR and Comprehensive Plan provided conditions are imposed; and

WHEREAS, on April 28, 2026, the DeSoto Board of County Commissioners held a duly noticed public hearing on the Development Plan application (SITE-0154-2024) and determined that the application complies with the DeSoto County Comprehensive Plan (Exhibit B: Future Land Use Category), the Land Development Regulations (Exhibit C: Zoning District), and all other applicable regulations; and

WHEREAS, the Board finds adoption of this resolution will not adversely affect the public interest and is in the best interest of the residents of DeSoto County, Florida.

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

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 +/- 4.42-acre parcel is located at 2114 SW US 17, Arcadia, FL, the Property Identification Numbers being 12-38-24-0061-0000-0330 and 12-38-24-0061-0000-0320.

Section 3. *Development Plan approved*. Storage Experts of Florida LLC & Red Bay Realty LLC, are granted Development Plan application (SITE-0154-2024) approval as shown on the development plan (Exhibit D: Development Plan), as more particularly set forth in the plan set titled "Development Plan for Arcadia Self Storage", prepared by James W. Herston, P.E., digitally signed on July 01, 2025, consisting of seven (7) sheets subject to the following conditions:

1. The project is subject to the Conservation Overlay Designation (COD) requirements of the Comprehensive Plan and an Environmental Site Study pursuant to Comprehensive Plan Policy 1.12.3 shall be provided with the Improvement Plan. Additionally, all development shall be clustered to non-wetland portions of any site and buffered from the wetland appropriately.
2. No outdoor storage is permitted on site.
3. The Improvement Plan shall show that all proposed buildings are completely enclosed. No open bays or carports. This shall be approved by the Planning Department.
4. The applicant shall demonstrate how the open space conforms to Comprehensive Plan Policy 1.6.10 and approved by the Planning Department with the Improvement Plan.
5. The applicant is responsible for obtaining all required state permits (e.g., SWFWMD, DEP, FDOT) with the Improvement Plan application and shall submit either a copy of the permit application filed with the State or a letter of exemption. All required approved state permits shall be provided to the County prior to issuance of the Notice to Proceed.

6. The Public Safety Department shall approve site access through the electric gated entrance in accordance with the Emergency Vehicle Access Control (EVAC) system with the Improvement Plan.
7. The applicant is required to connect to DeSoto County Water and Sewer utility system. Capacity is limited and can only be guaranteed with a fully executed capacity reservation agreement and payment of all applicable capacity reservation fees.
8. Solid waste collection shall be provided by County franchisee and the receptacles approved on the Improvement Plan.
9. The applicant shall show a minimum of 8 parking spaces and a maximum of 13 spaces (including 2 ADA spaces) which shall be approved by the Planning Department with the Improvement Plan.
10. This Development Plan will expire 3 years from the date of the resolution unless development has commenced as provided in Sec. 20-1345(d)(1) of the County Code.

Section 4. *Effective date*. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 28th day of April 2026.

ATTEST:

By: _____
Mandy Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
Steve Hickox, Chairman
Board of County Commissioners

APPROVED AS TO LEGAL FORM

By: _____
Valerie Vicente
County Attorney

Exhibit A: Location



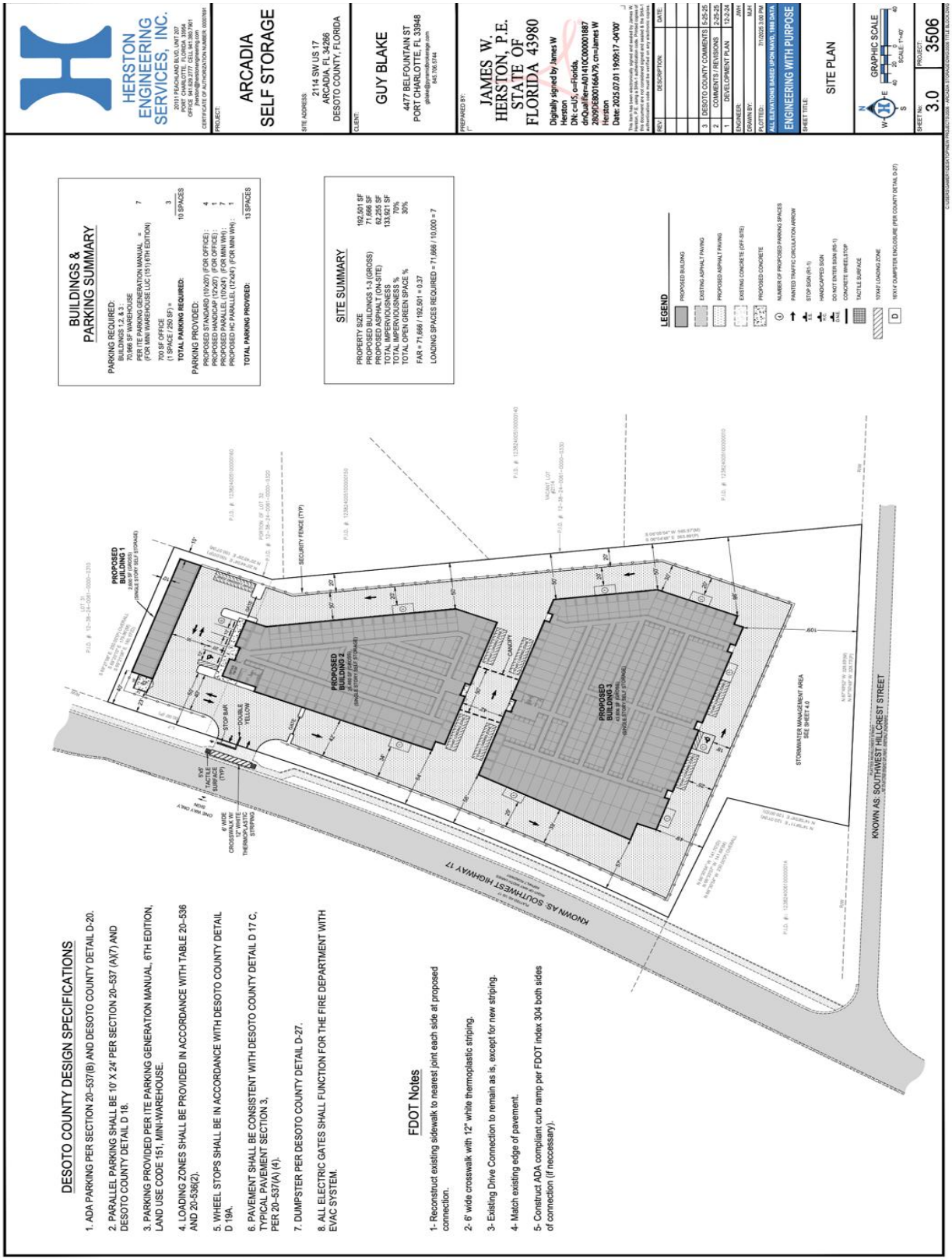
Exhibit B: Future Land Use Category



Exhibit C: Zoning



Exhibit D: Development Plan



DeSoto County

4/28/2026

Item #: 16.

☐ 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 / City of Arcadia Airport / Development Plan (SITE-0115-2023)

REQUESTED MOTION:
A motion to adopt/deny the proposed resolution with conditions for the development plan for the City of Arcadia Airport 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 City of Arcadia Airport has submitted their FDOT/FAA (Florida Department of Transportation/Florida Aviation Authority) approved Airport Master Plan. Chapter 333, Florida Statutes, addresses airports and refers to the responsibility and authority of "political subdivision(s)". Florida Statutes Section 333.06(4) states that each public-use airport licensed by the Florida Department of Transportation must adopt an Airport Master Plan and give notice to counties within 2 miles of the boundaries of the airport. Given the airport is located within unincorporated county, DeSoto County shall adopt the master plan, which can be procedurally accomplished through the Development Plan process. The City has applied for a Development Plan and Improvement Plan approval with the same plan set. The Development Plan (aka Airport Master Plan) has an existing airport layout (Airport Master Plan - Page 1 of 3), future airport layout (Airport Master Plan Informational Only Page 2 of 3), and a larger scale zoom of the terminal area (Airport Master Plan - Page 3 of 3).
Section 20-95 of the LDRs (Land Development Regulations) define municipal public use airports as essential services, which allows them to be located in any zoning district.
BACKGROUND:
This Development Plan is for the existing City of Arcadia Municipal Public Use Airport. The plan includes existing buildings, hangars, maintenance structures, carport, restrooms, a pavilion, and future improvements at the airport. The airport also has FAA approved camping northwest of the airport where pilots can taxi their aircraft behind the T-hangars into a wooded area where they can pitch a tent under their wing. It is believed

that Arcadia airport is the only FAA approved municipal airport in the State of Florida that allows camping all year. The development plan includes (2) 10X20 cabins that will have air conditioning and heat to be used year round. Running water is not proposed for the cabins as the campground, known as Aviation City, currently has 2- showers and 2 bathrooms nearby. A courtesy car is provided for transportation to get groceries and run errands while camping at the airport.

DESOTO COUNTY
DEVELOPMENT DEPARTMENT
STAFF REPORT

CASE #:	SITE-115-2023
REQUEST:	Development Plan Approval
PROPERTY OWNER:	City of Arcadia 23 N Polk Ave, Margaret Way Building Arcadia, Florida 34266
AGENT:	Shelley Peacock, Airport Manager, City of Arcadia 23 N Polk Ave, Margaret Way Building Arcadia, Florida 34266
PROPERTY ADDRESS:	2269 SE Ac Polk Jr Dr., Arcadia, FL 34266
PARCEL ID:	05-38-25-0000-0310-0000, 08-38-25-0000-0090-0000, 06-38-25-0000-0030-0000
TOTAL PARCEL SIZE:	+/- 120 acres
FUTURE LAND USE DESIGNATION:	Public Lands and Institutions
ZONING DISTRICT:	IL (Industrial Light)
OVERLAY DISTRICTS:	Conservation Overlay District (COD)

PROPOSED REQUEST:

The City of Arcadia Airport has submitted their FDOT/FAA (Florida Department of Transportation/Florida Aviation Authority) approved Airport Master Plan. Chapter 333, Florida Statutes, addresses airports and refers to the responsibility and authority of "political subdivision(s)". Florida Statutes Section 333.06(4) states that each public-use airport licensed by the Florida Department of Transportation must adopt an Airport Master Plan and give notice to counties within 2 miles of the boundaries of the airport. Given the airport is located within unincorporated county, DeSoto County shall adopt the master plan, which can be procedurally accomplished through the Development Plan process. The City has applied for a Development Plan and Improvement Plan approval with the same plan set. The Development Plan (aka Airport Master Plan) has an existing airport layout (Airport Master Plan – Page 1 of 3), future airport layout (Airport Master Plan Informational Only Page 2 of 3), and a larger scale zoom of the terminal area (Airport Master Plan – Page 3 of 3).

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BACKGROUND:
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Plans for the next five years include the following:

- **T-Hangars**- Provide hangar space for tenants - 10-units
- **Ramp Rehab and Expansion**- This Project will extend out to the East of the Ramp and provide additional aircraft parking. There will be added lighting to the project. Funded by FAA and FDOT.
- **Security Gates**- Securing the airport is required by FAA. The new gates will be electric with a badge/key for tenants to access the airport.
- **Fuel Farm Awning**- 30X19- destroyed by Hurricane Ian. Need replacement to protect equipment.
- **Restrooms outside** - Additional restrooms are needed at the airport, two sized 8X12. This will be located between the Terminal Building and Fuel Farm.
- **Fuel - JET A** - Installation of a new fuel unit located on the ramp near current Fuel Farm.
- **Taxiway Alpha Rehab -** Taxiway is currently in poor pavement condition with lots of cracking. This would include resurfacing the taxiway and replace taxiway lighting.
- **Obstruction Removal -** Removing large trees at the end of Turf Runway 14/32. Trees have been identified and future meetings with residents are expected to be held in coming months. Trees causing airport violations with FDOT for more than 10 years. Because of the height, airport lost 700 ft of runway with not having the required 20:1 Slope as needed on approach.
- **Shade Hangars, Box Hangars, Maintenance Hangars** - additional hangers may take longer than 5 year plan.
    - Shade hangars will be located where the current 4 shade hangars are north of the field. Box Hangars will be 60X60 along Taxiway Bravo as identified in Airport Master Plan.
    - Maintenance Hangar identified in the location south of the airfield at the newest South Airport entrance. Identified in Airport Master Plan.

Also shown on the site plan is the future airport layout (site plan page 2). This shows a concept for the future expansion of the existing airport property and the extension of the runways. A condition is recommended that these proposed improvements identified on this page be conditioned as not approved with this Development Plan at this time. The properties identified for expansion are not currently owned by the City and are not part of this application. Physical expansion of the airport will also require an amendment to the Future Land Use Map, as the

adjacent designations are not Public Land Institution and Preservation. Specifically, the Low Density Residential designation to the east of the airport does not allow municipal public- use airports.

Data and Analysis
Future Land Use Designation and Zoning

A. Comprehensive Plan and Future Land Use Review

1. **Objective 1.10: Public Lands and Institutions (PLI) Category Defined.**
The Public Lands and Institutions land use category includes only those lands that are legally owned or leased long-term (20 years+) by a local, state, federal, public utility or special government and used specifically to serve the public in some capacity. This category is designated solely to show the location and variety of such governmental uses and to depict a more accurate picture of residential density within the FLUM. These are generally long-term uses that will be utilized publicly for over 50 years.

   Policy 1.10.1: Public Lands and Institutions Category Location. The following criteria shall be used for assigning new areas for the Public Lands and Institutions (PLI) land use category on the Future Land Use Map:
   (1) Land already legally owned or controlled by a governmental entity and used in the service of the public.
   (2) When privately owned lands are permanently deeded, purchased, or leased long-term (20+years) for governmental use purposes, the County shall amend the Future Land Use Plan Map at the next available plan amendment cycle to change the land use to the Public Lands and Institutions Land Use designation Additional land will be designated as PLI as new facilities are built over time such as schools utility plants, active parks.

   Policy 1.10.2: Public Lands and Institutions Category Uses. This land use category includes those lands which contain State, Federal and City, County, School, and other quasi-governmental owned facilities that are publicly owned or controlled but are not Preservation. They may contain:
   (1) Governmental offices;
   (2) Public Works Facilities. Maintenance Departments;
   (3) Active and Passive parks;
   (4) Caretaker Residence;
   (5) Utility plants and facilities, excluding electrical generating plants;
   (6) Schools;
   (7) Correctional facilities, Civil Commitment Center;
   (8) Stormwater detention/retention Facilities and Water Reservoirs; and
   (9) Similar public service facilities.

Policy 1.10.3: Density/Intensity/Open Space design. All development within the Public Lands and Institution Land Use category is required to cluster development and provide 25 percent open space on-site. Intensity of non-residential development shall be limited to FAR of 1.0.

Policy 1.10.4: Land Use Compatibility. Land uses which are potentially incompatible either due to type of use or intensity of use shall be buffered from one another.

Staff finding

The subject property is located within the Public Lands and Institutions (PLI) land use category. The proposed use is consistent with the allowable uses in the land use category. The Development Plan illustrates that the expansion is generally adjacent to existing facilities. Due to the potential conflicts with aviation uses, tree growth, FAA regulations, public safety viewsheds, and the length of the airport perimeter being approximately 13,142 feet / 2.5 miles, perimeter buffers are being conditioned as not required.

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.

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 South West 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.
(10) The Conservation Overlay District is comprised of data collected from other sources and utilized as a tool to assist in development decisions. As this data is modified, updated or altered, the County will update the Conservation Overlay District boundaries upon data being published to reflect the most accurate data and analysis available. Should other recognized professional sources or technology also provide for updates and improved accuracy, that data shall be reflected in updates to the DeSoto County Conservation Overlay District when made available. Staff shall review and update available data semi-annually.

Staff finding

Given the unknown timing of these potential improvements, future Improvement Plans impacting specific undeveloped areas may require an Environmental Site Study to be determined at the time of application by the Planning Director.

2. **Zoning District related-issues.** Land Development Regulation zoning district related issues include the zoning district and its consistency with the FLUM, the uses allowed within the zoning district, the minimum lot size and width, the minimum building setbacks or open yards.

Staff finding

The subject property is zoned Industrial Light (IL). The property is currently developed as a municipal public use airport with existing buildings, hangars, maintenance structures, carport, restrooms, and pavilion. The Development Plan identifies future improvements at the airport. Municipal public use airports are considered an Essential Service, which pre-empts the need for an additional special exception application and analysis.

The setbacks meet/exceed the minimum requirements for the IL zoning district:

	Setbacks for IL
Front	40’
Side	35’ (adjacent to residential and ag districts 25’ (adjacent to commercial and industrial districts)
Rear	35’

The maximum impervious lot coverage in the IL zoning district is 70 percent, and the site plan meets that requirement. A portion of the site is in FEMA Flood Zone A, X, and AE in map panels 120227C01179C (effective 11/6/2013). All improvements must comply with all building-related requirements on future site plan and building permit submittals.

The following table illustrates the adjacent uses, land use, and zoning designations. Future site plan submittals will be required to demonstrate compliance with setbacks consistent with Code requirements.

Adjacent Parcel	Zoning	FLU	Use
North	IL	Low Density Residential	Warehouse – storage, auto sales
	RSF-3	Low Density Residential	Vacant
	A-5	Employment Center	Orchards, groves
East	A-5	Employment Center	Orchards, groves
	A-10	Employment Center	Orchards, groves
South	A-5	Low Density Residential	Residential
	RM	Rural/Agricultural	Residential
West	RSF-3	Low Density Residential	Residential
	A-5	Low Density Residential	Pasture

These zoning standards shall be conditioned and illustrated on future site plan submittals / Improvement Plan. Therefore, with conditions, the proposed facility can be found in conformance with the zoning district.

3. **Transportation related issues.** Transportation related issues include roadway access, right-of-way width, and off-street parking and loading requirements.

   Staff finding
   No traffic study was submitted with the Development Plan. However, it is expected that additional traffic created by the Development Plan would not be significant or impact level of service. Access will be reviewed in detail with the Improvement Plan submittal. All aviation related transportation activities are approved by the FDOT Aviation Office and the FAA.

4. **Infrastructure issues.** Infrastructure issues include potable water, sanitary sewer, solid waste, stormwater management, and electricity.

   Staff finding
   The project is outside the DCU service area. Well and septic shall be identified on future Improvement Plan submittals. Stormwater is not illustrated on the

Development Plan. The property is located within the Conservation Overlay District. The applicant is required to obtain all-necessary permits from State and Federal agencies. Future plan submittals shall depict the location of any required stormwater management facilities and conform to County stormwater requirements and obtain any necessary permitting from the Southwest Florida Water Management District and FDEP, if there are any proposed additional impervious surface area requiring additional stormwater management.

5. **Miscellaneous issues.** These include impervious surface area, maximum density, required recreation, and dead storage.

Staff finding

The maximum impervious lot coverage in the IL zoning district is 70 percent, and the site plan meets that requirement. Page 2 of the submitted Development Plan site plan is the future airport layout. This shows a concept for the future expansion of the existing airport property and the extension of the runways. A condition is recommended that these proposed improvements identified on this page be conditioned as not approved with this Development Plan at this time. The properties identified for expansion are not currently owned by the City and are not part of this application. Physical expansion of the airport will also require an amendment to the Future Land Use Map, as the adjacent designations are not Public Land Institution and Preservation. Specifically, the Low Density Residential designation to the east of the airport does not allow municipal public use airports.

STAFF REVIEW

Staff review has determined that this application, SITE-0115-2023, can be found to be consistent with the Comprehensive Plan and Land Development Regulations with the recommended conditions to be imposed.

RECOMMENDED CONDITIONS FOR APPROVAL:

1. Pages 1 of 3 and 3 of 3 of the Airport Master Plan are subject to conditions 2 through18 herein. Airport Master Plan Informational Only Page 2 of 3 of the same plan set illustrates the future municipal public use airport layout, is informational only and not approved by this resolution.
2. Landscaping must conform to all FAA requirements and therefore a perimeter landscape buffer shall not be installed.
3. An Environmental Site Study shall be provided with future Improvement Plans and building permit applications, if required by the Comprehensive Plan and Land Development Regulations.
4. An Improvement Plan, as required by the LDR, shall be approved in accordance with the Comprehensive Plan, LDR, and county Engineering Standards.
5. The Improvement Plan shall depict the location of any proposed stormwater management facilities, conform to County stormwater requirements, and obtain any necessary state or federal permitting.
6. Future Improvement Plans shall show an access within 150 feet of any proposed structure that is a minimum of 20 feet wide with a surface capable of supporting the weight of all DeSoto County Fire Rescue vehicles. This shall be approved by the Public

Safety Department.

7. Future Improvement Plans shall show a water source and infrastructure for fire protection. The details will be approved by the Public Safety Department.
8. The applicant is responsible for obtaining all required state and federal permits (e.g., SWFWMD, DEP, ACOE, FEMA, FDOT, FDOT Aviation, FAA). With the Improvement Plan application, the applicant shall submit either:

    1. A copy of the permit application filed with the State or Federal agency, or
    2. A letter of exemption.

    All approved state and federal permits must be provided to the County prior to issuance of the Notice to Proceed.

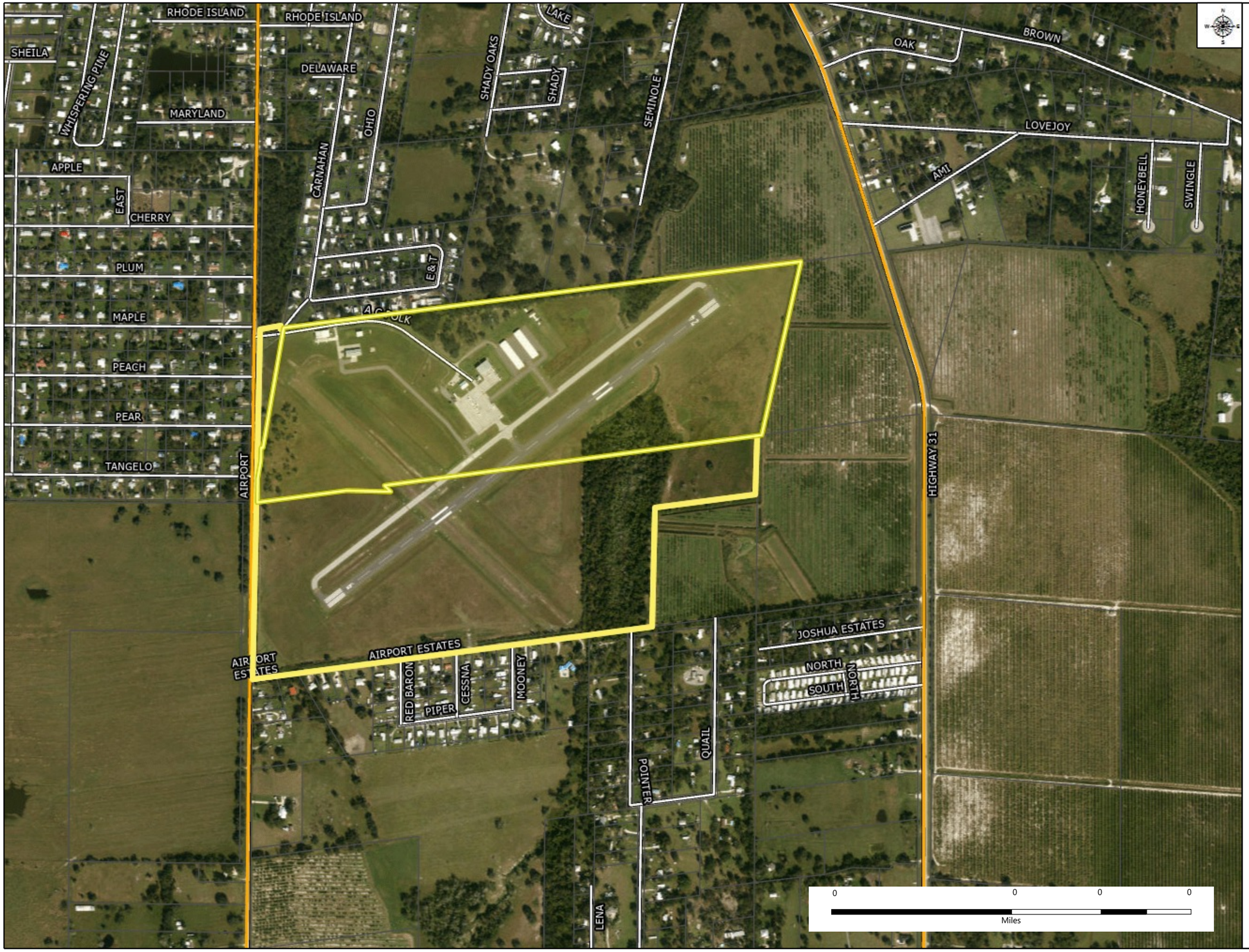
ATTACHMENTS

Exhibit A: Location Map
Exhibit B: Official Zoning District Atlas
Exhibit C: Future Land Use Map
Exhibit D: Development Plan (aka Airport Master Plan)

PUBLIC HEARING SCHEDULE

Board of County Commissioners: April 28, 2026

Location Map
City of Arcadia Airport



Street Labels
Major Road Labels
County Boundary
Major Roads
Streets
Parcels

March 20, 2026

Prepared By
HORNER SHIFRIN

FLU Map
City of Arcadia Airport

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

March 20, 2026

Prepared By
HORNER SHIFRIN

Zoning Map
City of Arcadia Airport

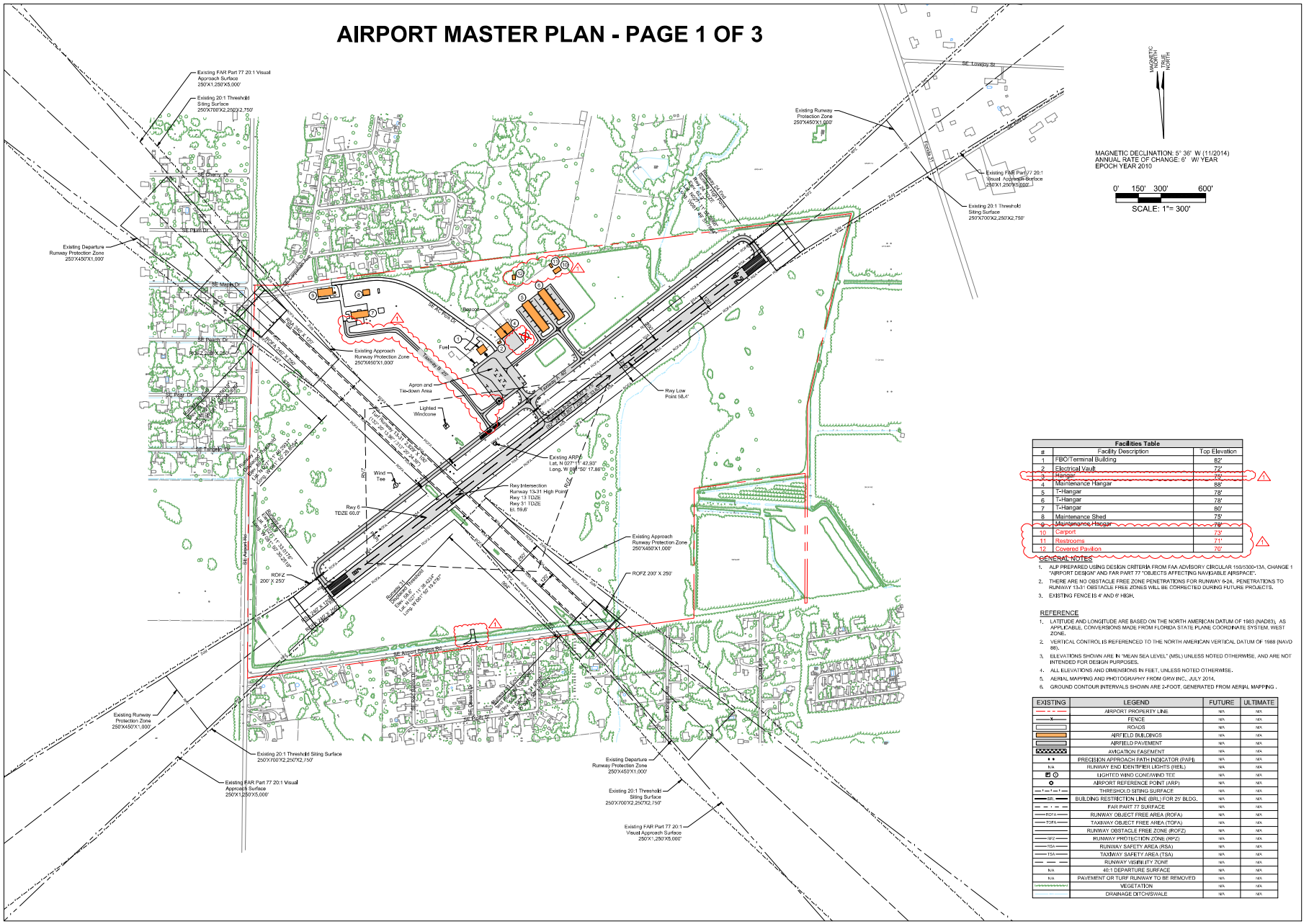
Street Labels
Major Road Labels
Zoning Labels
Zoning Designation

- A-10
- A-5
- CE
- CG
- CITY
- CN
- IH
- IL
- ILE
- MHP
- MHS
- P/I
- PM-I
- PUD
- RM
- RMF-12
- RMF-6
- RMF-8
- RMF-M
- ROI
- RSF

March 20, 2026

Prepared By
HORNER SHIFRIN

AIRPORT MASTER PLAN - PAGE 1 OF 3



Facilities Table		
#	Facility Description	Top Elevation
1	FBO/Terminal Building	82'
2	Electrical Vault	72'
3	Hangar	76'
4	Maintenance Hangar	88'
5	T-Hangar	78'
6	T-Hangar	78'
7	T-Hangar	80'
8	Maintenance Shed	75'
9	Maintenance Hangar	79'
10	Carport	73'
11	Restrooms	71'
12	Covered Pavilion	70'

GENERAL NOTES

1. ALP PREPARED USING DESIGN CRITERIA FROM FAA ADVISORY CIRCULAR 150/5300-13A, CHANGE 1 "AIRPORT DESIGN" AND FAR PART 77 "OBJECTS AFFECTING NAVIGABLE AIRSPACE".
2. THERE ARE NO OBSTACLE FREE ZONE PENETRATIONS FOR RUNWAY 6-24. PENETRATIONS TO RUNWAY 13-31 OBSTACLE FREE ZONES WILL BE CORRECTED DURING FUTURE PROJECTS.
3. EXISTING FENCE IS 4' AND 6' HIGH.

REFERENCE

1. LATITUDE AND LONGITUDE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83). AS APPLICABLE, CONVERSIONS MADE FROM FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE.
2. VERTICAL CONTROL IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
3. ELEVATIONS SHOWN ARE IN "MEAN SEA LEVEL" (MSL) UNLESS NOTED OTHERWISE, AND ARE NOT INTENDED FOR DESIGN PURPOSES.
4. ALL ELEVATIONS AND DIMENSIONS IN FEET, UNLESS NOTED OTHERWISE.
5. AERIAL MAPPING AND PHOTOGRAPHY FROM GRW INC., JULY 2014.
6. GROUND CONTOUR INTERVALS SHOWN ARE 2-FOOT, GENERATED FROM AERIAL MAPPING.

EXISTING	LEGEND	FUTURE	ULTIMATE
	AIRPORT PROPERTY LINE	N/A	N/A
	FENCE	N/A	N/A
	ROADS	N/A	N/A
	AIRFIELD BUILDINGS	N/A	N/A
	AIRFIELD PAVEMENT	N/A	N/A
	AVIGATION EASEMENT	N/A	N/A
	PRECISION APPROACH PATH INDICATOR (PAPI)	N/A	N/A
N/A	RUNWAY END IDENTIFIER LIGHTS (REIL)	N/A	N/A
	LIGHTED WIND CONE/WIND TEE	N/A	N/A
	AIRPORT REFERENCE POINT (ARP)	N/A	N/A
	THRESHOLD SITING SURFACE	N/A	N/A
BRL	BUILDING RESTRICTION LINE (BRL) FOR 25' BLDG.	N/A	N/A
	FAR PART 77 SURFACE	N/A	N/A
ROFA	RUNWAY OBJECT FREE AREA (ROFA)	N/A	N/A
TOFA	TAXIWAY OBJECT FREE AREA (TOFA)	N/A	N/A
ROFZ	RUNWAY OBSTACLE FREE ZONE (ROFZ)	N/A	N/A
RPZ	RUNWAY PROTECTION ZONE (RPZ)	N/A	N/A
RSA	RUNWAY SAFETY AREA (RSA)	N/A	N/A
TSA	TAXIWAY SAFETY AREA (TSA)	N/A	N/A
	RUNWAY VISIBILITY ZONE	N/A	N/A
N/A	40:1 DEPARTURE SURFACE	N/A	N/A
N/A	PAVEMENT OR TURF RUNWAY TO BE REMOVED	N/A	N/A
	VEGETATION	N/A	N/A
	DRAINAGE DITCH/SWALE	N/A	N/A

HANSON
Engineering | Planning | Allied Services
Hanson Professional Services Inc.
9015 Town Center Pkwy, Suite 105
Lakewood Ranch, Florida 34202
Phone: (941) 342-6321
Fax: (941) 379-6474
EB-7961
Offices Nationwide
www.hanson-inc.com

CITY OF ARCADIA FLORIDA 1886

ARCADIA MUNICIPAL AIRPORT
ARCADIA, FLORIDA

AIRPORT LAYOUT PLAN

NO.	DATE	DESCRIPTION		
		DES	DWN	REV
1	JUNE 2024	UPDATING ALP WITH EXISTING/PROPOSED STRUCTURES AND EXISTING/PROPOSED GEOMETRY		

ISSUE: DECEMBER 15, 2015
PROJECT NO: 12A0141
CAD FILE: 03-ALD-E.DWG
DESIGN BY: MLH 12/04/2014
DRAWN BY: MLH 12/04/2014
REVIEWED BY: MCM 08/13/2015

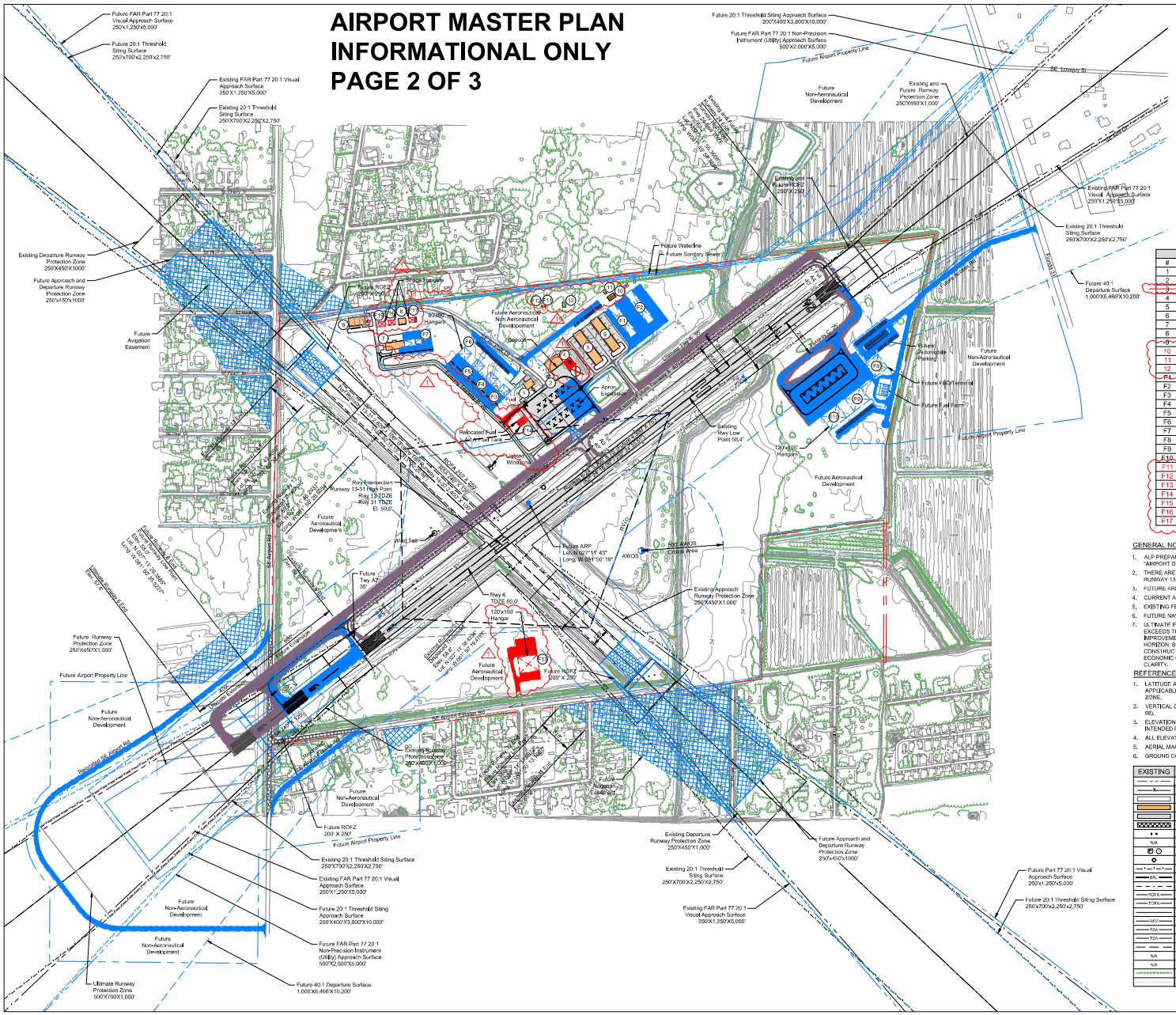
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EXISTING AIRPORT LAYOUT DRAWING

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AIRPORT MASTER PLAN
INFORMATIONAL ONLY
PAGE 2 OF 3



MAGNETIC DECLINATION: 5° 36' W (11/2014)
ANNUAL RATE OF CHANGE: 6' W/ YEAR
EPOCH YEAR 2010

0' 150' 300' 600'
SCALE: 1"= 300'

Facilities Table

#	Facility Description	Top Elevation
1	FBO/Terminal Building	82'
2	Electrical Vault	72'
3	Hangar	76'
4	Maintenance Hangar	88'
5	T-Hangar	78'
6	T-Hangar	76'
7	T-Hangar	80'
8	Maintenance Shed	75'
9	Maintenance Hangar	76'
10	Carport	73'
11	Restrooms	71'
12	Covered Pavilion	70'
F1	T-Hangar	80'
F2	T-Hangar	76'
F3	60'x60' Hangar	85'
F4	60'x60' Hangar	85'
F5	60'x60' Hangar	85'
F6	60'x60' Hangar	85'
F7	T-Hangar	80'
F8	FBO/Terminal	95'
F9	120'x100' Hangar	95'
F10	120'x100' Hangar	95'
F11	Cabin	70'
F12	Cabin	70'
F13	120'x100' Hangar	95'
F14	Jet A Fuel Tank	78'
F15	Shade Hangar	75'
F16	Shade Hangar	75'
F17	Shade Hangar	75'

GENERAL NOTES

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	FENCE		N/A
	ROADS		N/A
	AIRFIELD BUILDINGS		N/A
	AIRFIELD PAVEMENT		
	AVIGATION EASEMENT		N/A
	PRECISION APPROACH PATH INDICATOR (PAPI)		N/A
N/A	RUNWAY END IDENTIFIER LIGHTS (REIL)		N/A
	LIGHTED WIND CONE/WIND TEE		N/A
	AIRPORT REFERENCE POINT (ARP)		N/A
	THRESHOLD SITING SURFACE		N/A
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	FAR PART 77 SURFACE		N/A
ROFA	RUNWAY OBJECT FREE AREA (ROFA)	ROFA	N/A
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RSA	RUNWAY SAFETY AREA (RSA)	RSA	N/A
TSA	TAXIWAY SAFETY AREA (TSA)	TSA	N/A
	RUNWAY VISIBILITY ZONE		N/A
N/A	40:1 DEPARTURE SURFACE		N/A
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	VEGETATION	N/A	N/A
	DRAINAGE DITCH/SWALE	N/A	N/A

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CITY OF ARCADIA FLORIDA 1886

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AIRPORT LAYOUT PLAN

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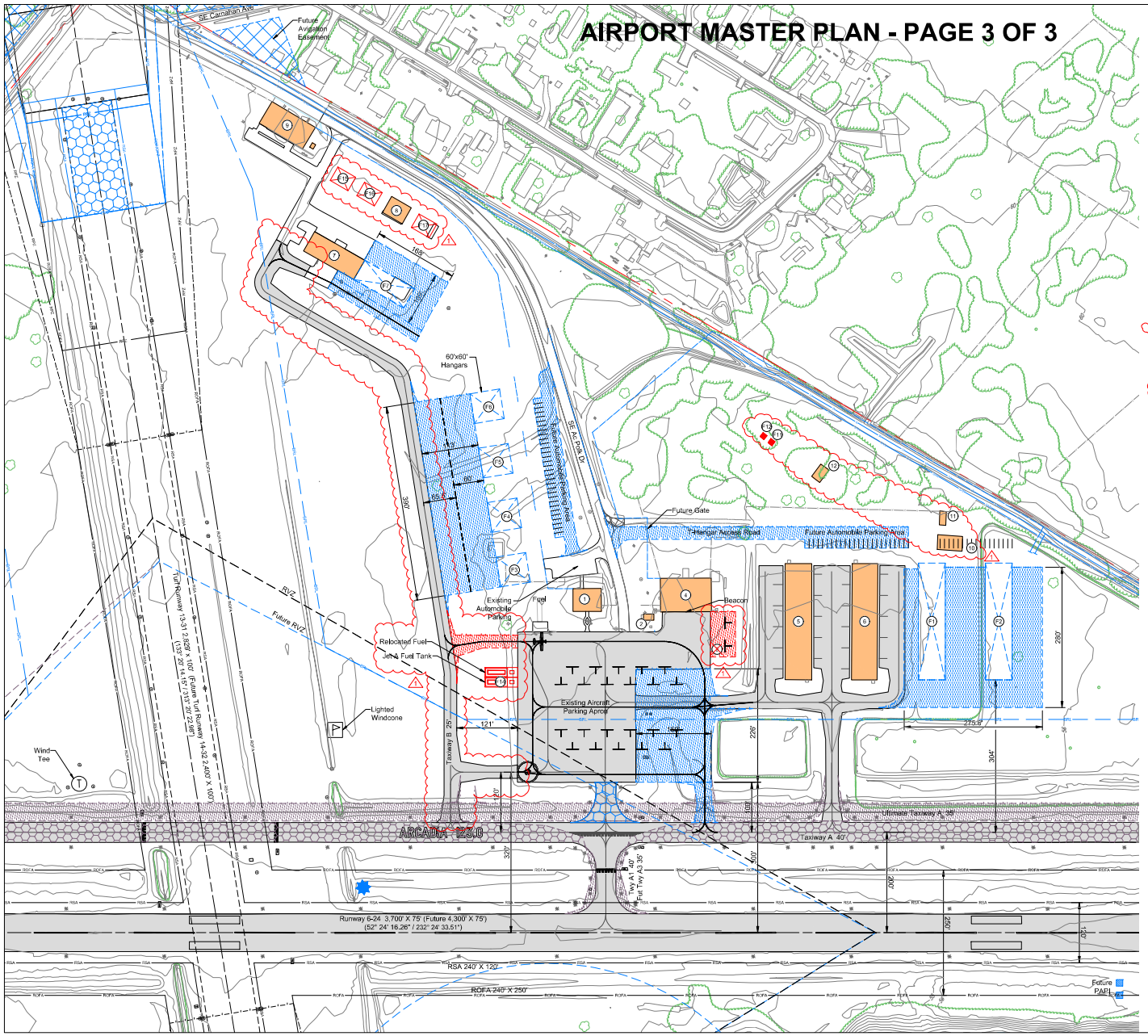
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FUTURE AIRPORT LAYOUT DRAWING

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AIRPORT MASTER PLAN - PAGE 3 OF 3



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	ROADS		N/A
	AIRFIELD BUILDINGS		N/A
	AIRFIELD PAVEMENT		
	AVIGATION EASEMENT		N/A
	PRECISION APPROACH PATH INDICATOR (PAPI)		N/A
N/A	RUNWAY END IDENTIFIER LIGHTS (REIL)		N/A
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RSA	RUNWAY SAFETY AREA (RSA)	RSA	N/A
TSA	TAXIWAY SAFETY AREA (TSA)	TSA	N/A
	RUNWAY VISIBILITY ZONE		N/A
N/A	40:1 DEPARTURE SURFACE		N/A
N/A	PAVEMENT OR TURF RUNWAY TO BE REMOVED		
	VEGETATION	N/A	N/A
	DRAINAGE DITCH/SWALE	N/A	N/A

HANSON
Engineering | Planning | Allied Services
Hanson Professional Services Inc.
9015 Town Center Pkwy, Suite 105
Lakewood Ranch, Florida 34202
Phone: (941) 342-6321
Fax: (941) 379-6474
EB-7961
Offices Nationwide
www.hanson-inc.com

CITY OF ARCADIA FLORIDA 1886

ARCADIA MUNICIPAL AIRPORT
ARCADIA, FLORIDA

AIRPORT LAYOUT PLAN

NO.	DATE	DESCRIPTION	DES	DWN	REV
1	JUNE 2024	UPDATING ALP WITH EXISTING/PROPOSED STRUCTURES AND EXISTING/PROPOSED GEOMETRY			

ISSUE: DECEMBER 15, 2015
PROJECT NO: 12A0141
CAD FILE: 16-TERM.DWG
DESIGN BY: MLH 12/04/2014
DRAWN BY: MLH 12/04/2014
REVIEWED BY: MCM 08/13/2015

SHEET TITLE

TERMINAL AREA
DRAWING - SHEET 1

16

JUN 04, 2024 5:42 PM DUCK02449
I:\12JOBS\12A0141\CADAIRPORT\SHEET\16-TERM.DWG

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026 - ___

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A DEVELOPMENT PLAN (SITE-0115-2023) WITH CONDITIONS FOR THE CITY OF ARCADIA TO AUTHORIZE AN AIRPORT MASTER PLAN CONTAINING BUILDINGS USED FOR AN EXISTING AIRPORT, MAINTENANCE BUILDING, HANGARS, CARPORTS, RESTROOMS, A PAVILION, AND OTHER RELATED IMPROVEMENTS, AND PROPOSED IMPROVEMENTS,INCLUDING ADDITIONAL HANGARS, CAMPING CABINS, AND OTHER ACCESSORY USES, ON +/- 120 ACRES, ZONED INDUSTRIAL LIGHT (IL) AND LOCATED AT 2269 SE AC POLK JR DR., WITH THE PARCEL IDENTIFICATION NUMBERS BEING 05-38-25-0000-0310-0000, 08-38-25-0000-0090-0000, AND 06-38-25-0000-0030-0000, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 27, 2023, Shelley Peacock, Airport Manager, filed a Development Plan application and fee with the Development Department for approval of an Airport Master Plan in DeSoto County, located at 2269 SE Ac Polk Jr Dr. (Exhibit A: Location Map); and

WHEREAS, Land Development Regulations (LDR) Section 20-1345(d)(1) requires all development plans be reviewed by the Development Department and then submitted to the Board of County Commissioners (Board) for its review and approval or disapproval at a quasi-judicial public hearing; and

WHEREAS, the Development Department has reviewed the Development Plan application and concludes the application is in conformance with the LDR with conditions; and

WHEREAS, Section 20-95 of the LDRs and Policy 1.1.14 of the Future Land Use Element of the DeSoto County Comprehensive Plan defines municipal public use airports as essential services, which allows them to be located in any zoning district.; and

WHEREAS, on April 28, 2026 the DeSoto Board of County Commissioners held a duly noticed public hearing on the Development Plan application (SITE-0115-2023) and determined that the application complies with the DeSoto County Comprehensive Plan (Exhibit B: Future Land Use), the Land Development Regulations (Exhibit C: Zoning), and all other applicable regulations provided conditions to ensure conformance are imposed; and

WHEREAS, the Board finds adoption of this resolution will not adversely affect the public interest and is in the best interest of the residents of DeSoto County, Florida.

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

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 ± 120-acre parcel is located at 2269 SE Ac Polk Jr Dr., the Property Identification Numbers being 05-38-25-0000-0310-0000, 08-38-25-0000-0090-0000, and 06-38-25-0000-0030-0000.

Section 3. *Development Plan approved*. City of Arcadia is granted Development Plan application (SITE-0115-2023) approval as displayed on the Development Plan (aka Airport Master Plan, Exhibit D), subject to the following conditions:

1. Pages 1 of 3 and 3 of 3 of the Airport Master Plan are subject to conditions 2 through 8, herein. Airport Master Plan Informational Only Page 2 of 3 of the same plan set illustrates the future municipal public use airport layout, is informational only and not approved by this resolution.
2. Landscaping must conform to all FAA requirements and therefore a perimeter landscape buffer shall not be installed.
3. An Environmental Site Study shall be provided with future Improvement Plans and building permit applications, if required by the Comprehensive Plan and Land Development Regulations.
4. An Improvement Plan, as required by the LDR, shall be approved in accordance with the Comprehensive Plan, LDR, and county Engineering Standards.
5. The Improvement Plan shall depict the location of any proposed stormwater management facilities, conform to County stormwater requirements, and obtain any necessary state or federal permitting.
6. Future Improvement Plans shall show an access within 150 feet of any proposed structure that is a minimum of 20 feet wide with a surface capable of supporting the weight of all DeSoto County Fire Rescue vehicles. This shall be approved by the Public Safety Department.
7. Future Improvement Plans shall show a water source and infrastructure for fire protection. The details will be approved by the Public Safety Department.
8. The applicant is responsible for obtaining all required state and federal permits (e.g., SWFWMD, DEP, ACOE, FEMA, FDOT, FDOT Aviation, FAA). With the Improvement Plan application, the applicant shall submit either:

    1. A copy of the permit application filed with the State or Federal agency, or
    2. A letter of exemption.

    All approved state and federal permits must be provided to the County prior to issuance of the Notice to Proceed.

Section 4. *Effective date*. This Resolution shall become effective upon the effective date of Ordinance No. 2026-___ amending the DeSoto County Comprehensive Plan, as such effective date is determined in accordance with applicable law. In the event the Comprehensive Plan amendment does not become effective, this Resolution shall be deemed null and void and of no further force or effect.

PASSED AND ADOPTED this 28th day of April 2026.

ATTEST:

By: _____
Mandy Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By:_____
Steven Hickox, Chairman
Board of County Commissioners

APPROVED AS TO LEGAL FORM

By: _____
Valerie Vicente
County Attorney

Exhibit A – Location Map

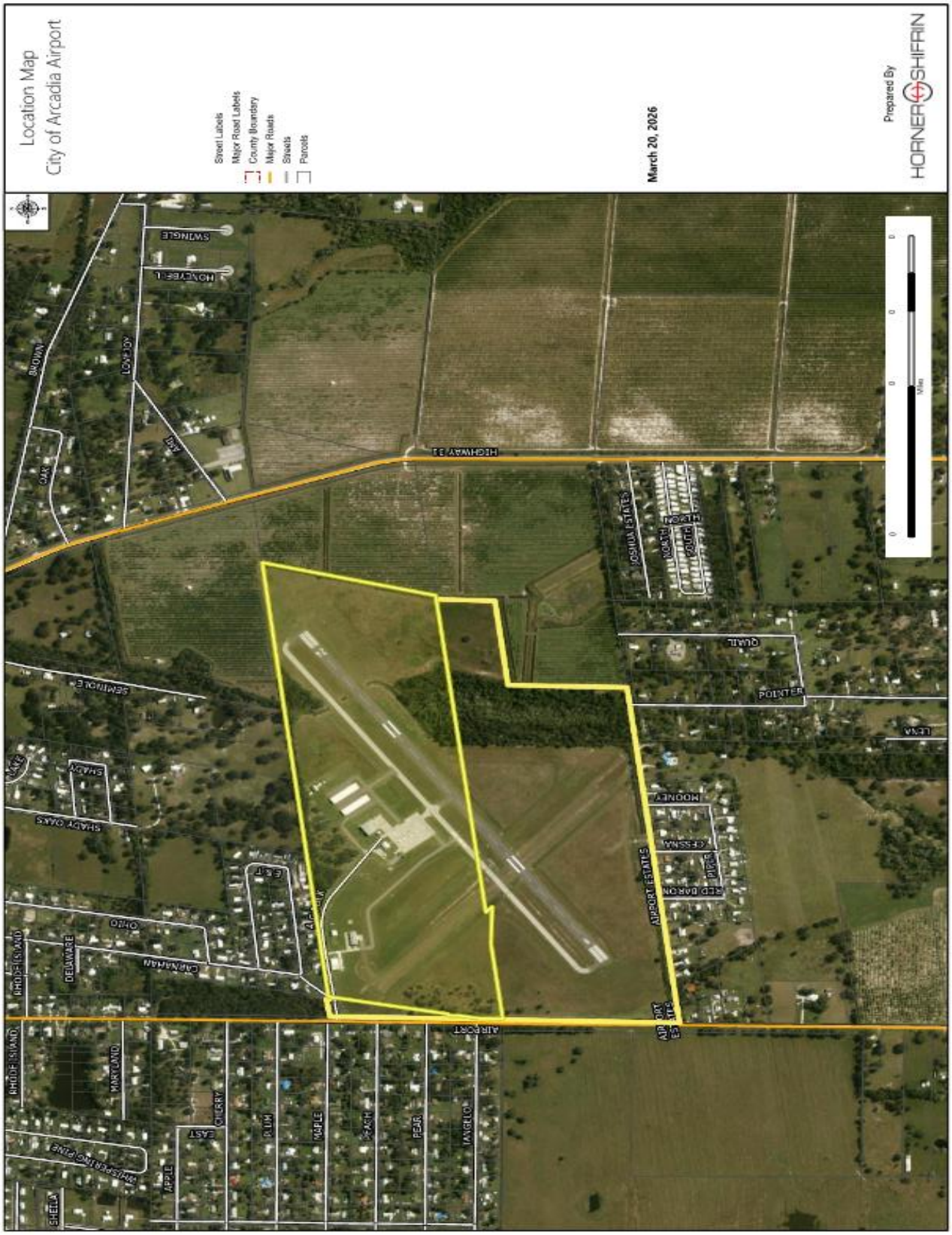


Exhibit B – Future Land Use

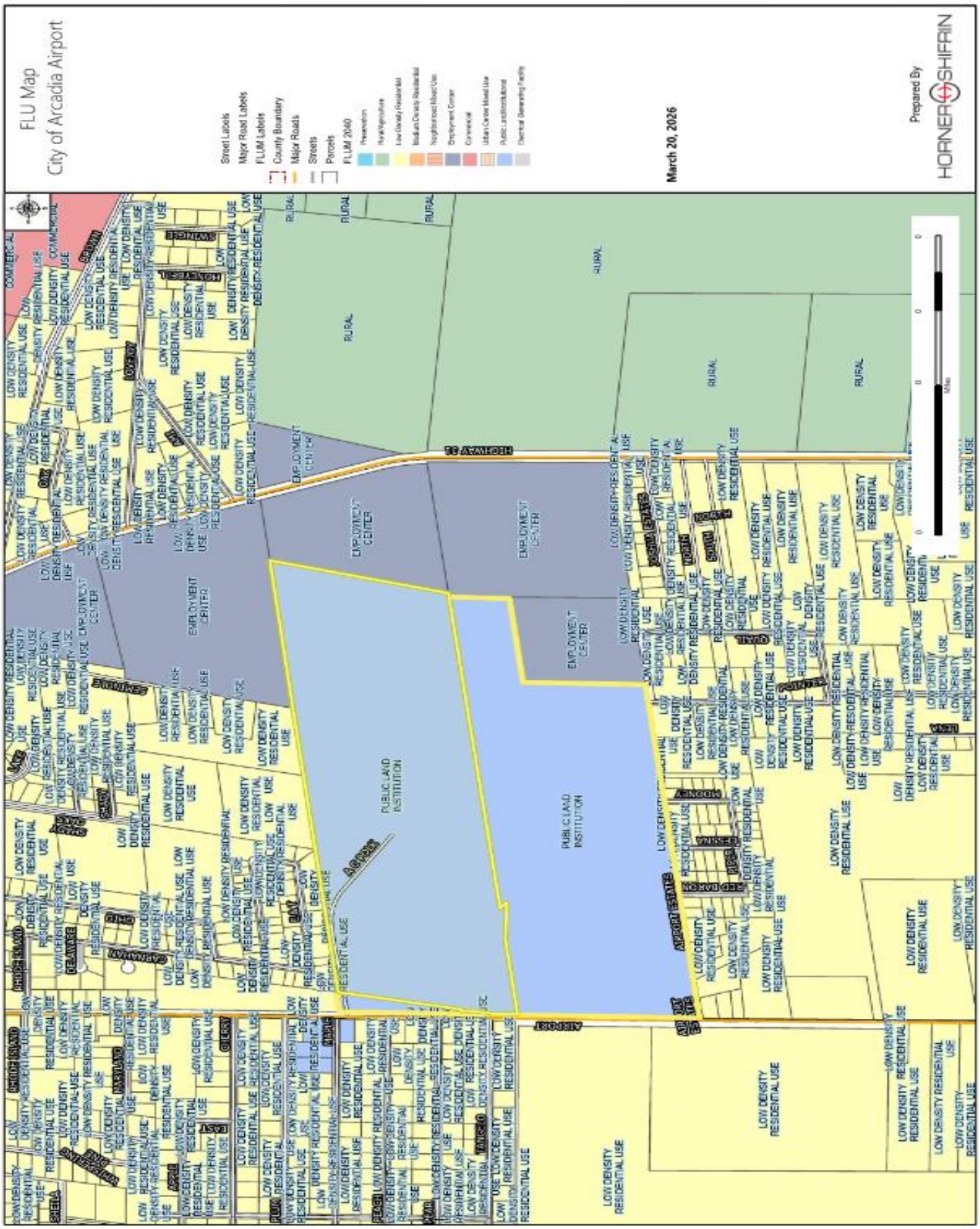


Exhibit C – Zoning

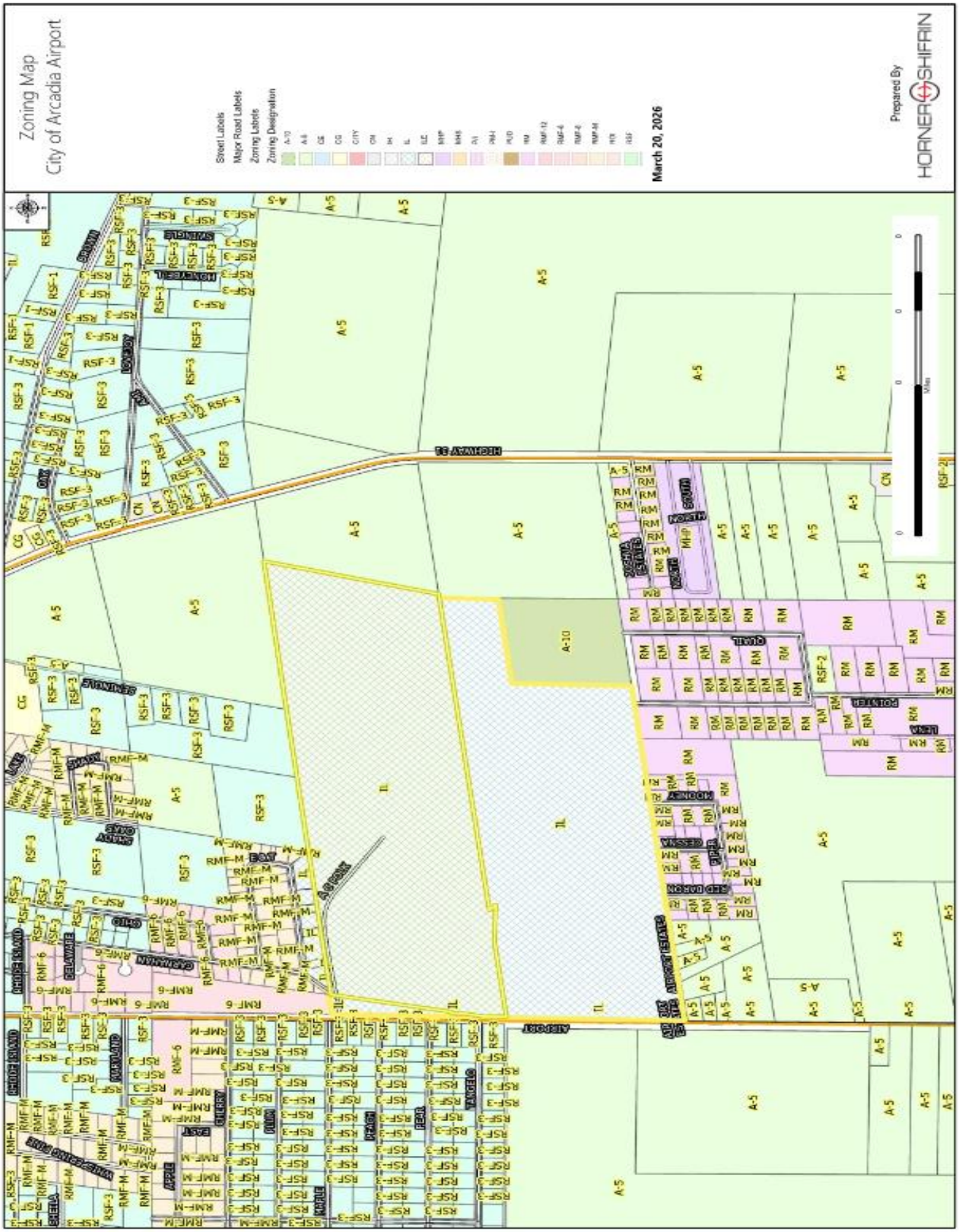


Exhibit D – Development Plan (aka Airport Master Plan)

