



DeSoto County

Board of County Commissioners

Meeting Agenda

Tuesday, July 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. Minutes/BOCC Public Meetings 05-26-2026, 06-09-2026, 06-23-2026 and BOCC workshop 06-09-2026

Attachments: [BOCC Meeting Minutes 05-26-2026](#)
[BOCC Meeting Minutes 06-09-2026 Comp Plan Workshop](#)
[BOCC Meeting Minutes 06-23-2026](#)
[BOCC Meeting Minutes 06-09-2026](#)

2. Contract Reassignment / Apex Companies, LLC / Engineer of Record

Attachments: [25-20-00RFQ Contract Amendment #1.pdf](#)
[Apex Letter of Assignment.pdf](#)

3. Approval of Holiday Schedule 2027.

Attachments: [Holiday Schedule 2027](#)

4. Grant Agreement between the Florida Department of Law Enforcement (FDLE) and the DeSoto County Board of Commissioners

Attachments: [AJ005 - DeSoto County - Signature Request](#)

REGULAR BUSINESS

5. Apex Companies, LLC - Utilities - Facilities Plan

Attachments: [WA_DrinkingWaterFacilitiesPlan](#)
[Work Auth - Utilities Drinking Water Facilities Plan7-28](#)

6. Piggyback Agreement / City of Ormond Beach / Electrical and Mechanical Maintenance, Incorporated

Attachments: [Piggyback Agreement - EMMI.pdf](#)

7. Approval of Group Insurance for Plan Year 2026-2027.

Attachments: [DeSoto County BOCC Renewal Proposal 2026-27 - 7.16.2026](#)

8. SCS Engineers - Supplemental Agreement (Work Authorization) for Landfill Expansion Zones 6 and 7 Design and Permitting Services

Attachments: [26-08-00RFQ Supplemental Agreement #1](#)

9. Resolution/Budget Amendment Fiscal Year 2025/2026

Attachments: [Resolution](#)
[Summary and Narrative FBF Template Final Rev1](#)
[2026-124 Fund Balance Carry Forward to FY26](#)
[2026-125 Law Enforcement Trust \(Q3\) Rev](#)
[2026-127 Sheriff](#)
[2026-132 Landfill Construction](#)

10. Resolution / Temporarily Suspending Certain Truck Traffic Restrictions on Turner Avenue for Livestock Transport.

Attachments: [Resolution - Temporary Suspension No Thru Traffic Turner Avenue](#)
[Resolution #1988-55 TURNER AVE](#)

ADMINISTRATOR'S REPORT

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

RECESS UNTIL 6:30 PM PUBLIC HEARING

PUBLIC HEARING

11. Ordinance / Joseph Minore / Land Development Regulation amendment (LDR-0010-2025)

Attachments: [2026-05-22 Staff Report LDR Amen Joseph Minore Final for PC](#)
[CAO 2026-05-21 Ord Primitive Camping](#)

12. Ordinance / Data Center Moratorium

Attachments: [2026-06-29 Ordinance - Data Center Moratorium \(BOCC\) v3](#)

QUASI-JUDICIAL PUBLIC HEARING

13. Ordinance / Vitali Ostrikov / Rezone (RZNE-0081-2026)

Attachments: [staff report RZNE-0081-2026](#)

[Location Map](#)

[FLU Map](#)

[Zoning Map](#)

[Ordinance RZNE-0081-2026](#)

14. Resolution / Jesse and Amorette Sterling / request for time extension for a special exception (USE-0060-2021)

Attachments: [2026-06-29 Memo to BOCC Final](#)

[Extension Request - Exhibit A](#)

[Meza Staff Report - Exhibit B](#)

[Meza Concept Plan - Exhibit C](#)

[Resolution No. 2021-42 - Exhibit D](#)

[Applicable LDR Regulations - Exhibit E](#)

[Future Land Use Map - Exhibit F](#)

[Zoning Map - Exhibit G](#)

[2026-06-29 Denial Resolution for BOCC](#)

15. Resolution / Eli's Western Wear Inc. / Development Plan (SITE-0167-2025)

Attachments: [2026-06-15 Staff Report SITE-0167-2025 Eli's Western Wear Final](#)

[BOCC](#)

[Location Map](#)

[FLU Map](#)

[Zoning Map](#)

[Site Plan Revised 9-25-25](#)

[2026-06-15 Resolution SITE-0167-2025 Eli's Western Wear DP Final](#)

[BOCC](#)

ADJOURNMENT

SUPPLEMENTAL BOARD DOCUMENTS

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



DeSoto County

7/28/2026

Item #: 1.

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

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

TITLE & DESCRIPTION:

Minutes/BOCC Public Meetings 05-26-2026, 06-09-2026, 06-23-2026 and BOCC workshop 06-09-2026

REQUESTED MOTION:

To approve the minutes for the BOCC Public Meetings of 05-26-2026, 06-09-2026 06-23-2026 and BOCC workshop 06-09-2026

SUMMARY:

Minutes

BACKGROUND:

Minutes



DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, May 26, 2026

3:00 PM

CALL TO ORDER

ROLL CALL

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

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

Dr. Allen Ressor of Trinity Methodist gave the invocation.

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to amend the agenda, adding emergency item 7a. The motion carried by the following vote:

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

PUBLIC FORUM FOR NON-AGENDA ITEMS

Ms. Ashley Brown, the district's Community Outreach Coordinator, shared several important announcements regarding the final week of the school year. Mr. Ed Johnson spoke in opposition to the proposed data center and urged the Board of Commissioners to consider implementing a one-year moratorium on data centers in DeSoto County to allow additional time for research and review. Dr. Jake Reynolds, Deputy Superintendent of DeSoto County Schools, and Benjamin Benitez of One Stop Housing spoke in support of the proposed comprehensive plan amendment to increase density for workforce housing.

CONSENT AGENDA-MOTION TO APPROVE

Approval of the Consent Agenda

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

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

1. Declaration of Surplus Property

Attachments: [Surplus Declared List 5-26-26](#)

2. Resolution/Affordable Housing Advisory Committee member appointment

Attachments: [RESOLUTION 2026 AHAC members JUNE 2026 \(tc\).pdf](#)

Enactment No: 2026-044

3. Consent to Assignment - 2nd Amendment- Sanders - Eurofin

Attachments: [AMENDMENT-ASSIGNMENT -Sanders-Eurofin
Eurofins-SandersAssumptionSignedLetter](#)

4. Amendment No. 1 to the Memorandum of Agreement (MOA) for Use of Starlink Satellite Kits between the Florida Division of Emergency Management (FDEM) and DeSoto County Emergency Management

Attachments: [Desoto County MOA Starlink Amended \(4-27-26\)](#)

5. Agreement/ DeSoto County Medical Director

Attachments: [Medical Director 2025-2027](#)

REGULAR BUSINESS

6. Resolution/Budget Amendment Fiscal Year 2025/2026

Attachments: [Resolution
2026-100 Library
2026-101 Road and Bridge
2026-102 Article V Courts Innovations](#)

Brian Wagner presented a request to adopt a Resolution relating to the attached budget amendments affecting the 2025/2026 adopted budget, as provided in Budget Amendment 2026-100, 2026-101 and 2026-102.

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

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

Enactment No: 2026-045

7. Authority to Negotiate / DeSoto County Fair Association

Mandy Hines made a request to authorize discussion and negotiation with the Fair Association to host the County Fair at the Turner Center property.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve discussion and negotiation with the Fair Association. The motion carried by the following vote:

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

8. Emergency Purchase of fire alarm system for the Turner Center

Attachments: [QUOTE_193442 rev2 5.15.26 \(003\)
Emergency PO Fire Panel \(002\)](#)

Sondra Guffey made a request to approve an emergency purchase with Piper Fire Protection for the replacement of the fire alarm system at the Turner Center.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, to approve the Purchase of a fire alarm system for the Turner Center. The motion carried by the following vote:

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

ADMINISTRATOR'S REPORT

Mandy Hines provided a brief update regarding the public sale of the property on Cedar Avenue. She also shared that she received a call from Senator Albritton's office stating that, following the conclusion of the budget conference, all DeSoto County projects have been approved and are now awaiting a final vote and the Governor's signature.

COUNTY ATTORNEY'S REPORT

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

BOARD MEMBER COMMENTS

The Board expressed its appreciation to staff for their continued dedication and hard work. Commissioner Schaefer honored Military Appreciation Month by sharing a piece of Presidential history, highlighting several former Presidents who honorably served our country in the Armed Forces. Commissioners also commented on the wonderful Memorial Day celebrations held throughout DeSoto County.

RECESS UNTIL 6:30 PM PUBLIC HEARING

PUBLIC HEARING

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

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

John Osborne presented a request to adopt the proposed amendments to DeSoto County's Comprehensive Plan and Land Development Regulations, outlining the county's efforts to expand workforce and affordable housing opportunities in targeted areas near existing infrastructure, schools, hospitals, and major employers. During his presentation, Osborne explained that the amendments are intended to support higher-density housing in designated Neighborhood Mixed Use and Urban Center land use categories, particularly for projects meeting workforce and affordable housing criteria tied to area median income levels. County officials cited rising land and infrastructure costs, increasing transportation expenses, and the large number of households living paycheck to paycheck as key factors driving the proposed changes. The proposal emphasized directing growth toward existing urbanized areas to reduce sprawl, improve service efficiency, encourage infill and redevelopment, and preserve the county's rural character and environmentally sensitive lands. Planning staff stated the amendments are consistent with long-term population projections, concurrency

requirements, and existing comprehensive plan goals related to sustainable growth and infrastructure capacity. The amendments also update policies and definitions related to workforce and affordable housing, clarify density bonus standards, and maintain environmental protections for wetlands, floodplains, and conservation areas. Officials noted that all future development proposals would still be required to comply with the county's Land Development Regulations, design standards, compatibility requirements, and public hearing processes. Representatives from DeSoto County School District, DeSoto Memorial Hospital, and One Stop Housing spoke in support of the amendments, stressing the growing need for attainable housing for teachers, healthcare workers, first responders, and other essential employees who currently struggle to afford housing within the county. Supporters noted that many workers commute from surrounding counties, creating recruitment and retention challenges, and encouraged the board to focus development near schools and the hospital to maximize access to services and reduce transportation costs. Several residents also voiced concerns regarding infrastructure capacity, neighborhood impacts, transparency, tax incentives, and the long-term effects of increased density on the county's rural character. County staff clarified that the amendments themselves do not automatically approve future developments and that all proposed projects would still require review and approval by the Board of County Commissioners. Following discussion, the board unanimously approved both the Comprehensive Plan amendment and the related Land Development Regulation changes, limiting workforce and affordable housing density bonuses to qualifying areas located within 1,000 feet of public schools and hospitals classified as major employers.

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

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

Enactment No: 2026-008

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

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

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

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

Enactment No: 2026-009

QUASI-JUDICIAL PUBLIC HEARING

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

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

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

A motion was made by Commissioner Schaefer, seconded by Commissioner Deriso, that this Ordinance be tabled due back on 6/23/2026. The motion carried by the following vote:

Aye: Deriso, Schaefer, Hickox, Langford, and Gross
Enactment No: 2026-013

12. Ordinance / Debra Brantley / Rezone (RZNE-0082-2026)

Attachments: [2026-04-20 Staff Report Brantley final for PC](#)
[Location Map](#)
[FLUM](#)
[Zoning Map](#)
[2026-04-20 Brantley Rezone Ordinance Final for PC](#)

Misty Servia presented a request to rezone a 1.13 acre property at 2038 SE Hillsborough Avenue from A5 to Residential Single Family. The owners, Ronald and Debra Brantley, are seeking the change to bring the parcel into conformity with current zoning standards and to allow the rebuilding of a hurricane damaged home through a HUD funded repair program. Although the parcel has existed since 2003, it is non conforming under the A5 district because it does not meet the five acre minimum lot size. The proposed RSF 1 zoning aligns with the property's Low Density Residential future land use designation and is compatible with surrounding residential development. Staff found the request consistent with the Comprehensive Plan, noting no adverse impacts to public services, infrastructure, or the environment, and determined that the rezoning would correct illogical zoning boundaries and eliminate non conformity. Sara Myer, representative with Rebuild Florida was present for questioning on behalf of the applicant. Commissioner Gross made a motion to close the public hearing, seconded by Commissioner Langford, the motion carried unanimously.

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

Aye: Deriso, Schaefer, Hickox, Langford, and Gross
Enactment No: 2026-010

13. Resolution / Kings Crossing / Development Plan (SITE-0128-2023)

Attachments: [2026-04-16 Staff Report SITE-0128-2023 Kings Crossing for BOCC Final](#)
[Location Map](#)
[FLUM](#)
[Zoning Map](#)
[Kings Crossing Dev Site Plan For BOCC 5.26.26](#)
[2026-04-16 Resolution SITE-0128-2023 Kings Crossing for BOCC Final](#)

Misty Servia presented a request for approval of the “King’s Crossing” development plan, an existing wedding venue and banquet hall barndominium on approximately 18 acres at 6420 Southwest County Road 769 in Arcadia. The project was tied to an ongoing code enforcement case, and approval would bring the property into compliance. Ms. Servia explained the property is designated Rural Agricultural and zoned A-5 Agricultural. Discussion centered on whether the venue should be classified as a commercial operation or considered agricultural or agritourism-related in nature. Staff noted that commercial uses in the Rural Agricultural category are generally limited under the Comprehensive Plan and raised concerns about consistency if the venue were considered fully commercial. The applicants, argued the property qualifies as an agricultural and agritourism use because it maintains an agricultural exemption, contains cattle operations, and has historically operated as agricultural property. They stated they had already completed significant improvements including handicap accessibility upgrades, paved parking, driveway work, and voluntarily agreed to install a fire suppression water tank for safety purposes. The applicants requested relief from several proposed county conditions they felt were excessive and more appropriate for large commercial developments. Commissioners generally praised the venue, describing it as beautiful, well maintained, and beneficial to the community. Several commissioners stated they supported private property rights and appreciated the applicants’ investment in the property. However, some also expressed concern that the venue functions similarly to a commercial event center and emphasized the need for accountability, safety standards, and county oversight. County Attorney clarified that if the board formally classified the project as agritourism under Florida law, the county would have little to no regulatory authority over the operation. Instead, commissioners ultimately leaned toward recognizing the venue as a nontraditional banquet hall use associated with agricultural property while still retaining some county oversight and conditions. Commissioner Gross made a motion to close the public hearing seconded by Commissioner Schaefer, the motion carried unanimously. After discussion, the board voted unanimously to approve the development plan with modified conditions. The approved conditions retained requirements related to maintaining minimum acreage, fire access, roadway access, septic compliance, and project expiration timelines, while removing several conditions related to environmental studies, buffers, traffic analysis, and other requirements viewed as overly burdensome for the project.

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

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

Enactment No: 2026-046

ADJOURNMENT

Being no further business before the Board, Chairman Hickox adjourned the meeting at 9:00PM

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

MANDY HINES
COUNTY ADMINISTRATOR

STEVE HICKOX
CHAIRMAN

BOARD DOCUMENTS 05-26-2026 PUBLIC MEETING

Attachments: Speaker Cards 05-26-2026
Supplemental document 05-26-2026
OSH 2026-05-02 Impact Assessment on Crime
2026-05-19 AHAC Letter of Support
2026-05-26 COMP-0015-2025 Base Density BCC March

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



DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, June 9, 2026

1:00 PM

Comp Plan Workshop 3

CALL TO ORDER

ROLL CALL

PRESENTATIONS

Comprehensive Plan Workshop

Attachments: [26_06_09 BOCC wksp PPT](#)

DeSoto County Comprehensive Plan Update (2050)

County Administrator Mandy Hines introduced a workshop update on the county's Comprehensive Plan revision and turned the presentation over to Jeff Schmucker, AICP from the Central Florida Regional Planning Council, who provided an overview of the ongoing update process and future steps. Jeff explained that the Comprehensive Plan update is being completed in two phases. Part 1 focuses on bringing the plan into compliance with current Florida statutes through administrative updates, revised planning horizons extending to 2050, updated agency references, and other state-required changes. Part 2 will involve a more comprehensive evaluation of growth, development patterns, housing needs, infrastructure, and the county's long-term vision.

A substantial portion of the workshop focused on potential revisions to the Future Land Use Element, particularly addressing the significant gap between the current Rural Agricultural density of one dwelling unit per ten acres and the next available residential density of two units per acre. Planning staff presented options for creating a new residential estate-type category that could allow densities such as one dwelling unit per five acres or one dwelling unit per 2.5 acres. Staff highlighted challenges faced by property owners whose parcels are considered nonconforming due to historic lot splits and current Comprehensive Plan restrictions that prohibit rezoning to A-5. Commissioners discussed concerns that these restrictions can limit property owners' ability to build, expand existing homes, or bring properties into compliance despite being surrounded by similarly sized conforming parcels. Commissioners expressed support for exploring the reintroduction of A-5 zoning and creating additional density options to provide greater flexibility while maintaining local control. Staff explained that the proposed land use category would establish a density "umbrella" within the Comprehensive Plan, while zoning classifications such as A-5 or a potential future A-2.5 designation would determine the actual

development intensity. Commissioners emphasized the importance of evaluating requests on a case-by-case basis, considering factors such as roadway capacity, location, compatibility, and timing. Discussion also touched on concerns regarding the limitations imposed by future land use maps and state regulations. Commissioners noted the difficulty of predicting future growth patterns decades in advance and expressed a desire for local governments to retain flexibility in responding to changing community needs while still operating within state planning requirements. During public comment, a resident cautioned that creating 2.5-acre lot opportunities should include safeguards to prevent inefficient lot configurations and preserve adequate rights-of-way and access for future development. Mr. Schmucker encouraged residents to participate in the upcoming public workshop scheduled for June 18, 2026, from 4:30 p.m. to 6:30 p.m. at the Turner Agri-Civic Center Exhibit Hall, where community members will have the opportunity to provide input on DeSoto County's future growth and development vision through 2050. The Board reached consensus to schedule the next Comprehensive Plan workshop for August 25, 2026, at 9:00 a.m., where draft amendments associated with Part 1 of the update will be presented for further review. Following brief discussion, the workshop was adjourned.

BOARD MEMBER COMMENTS

ADJOURNMENT

Being no further business before the Board, Chairman Hickox adjourned the meeting at 12:40PM

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

MANDY HINES
COUNTY ADMINISTRATOR

STEVE HICKOX
CHAIRMAN

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



DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, June 23, 2026

3:00 PM

CALL TO ORDER

ROLL CALL

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

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

Ed Horne of Pine Level Church gave the invocation.

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

A motion was made by Commissioner Schaefer, seconded by Commissioner Deriso, to set the agenda. The motion carried unanimously. Commissioner Schaefer made a motion to move agenda items 1-7 before the public forum for non-agenda items, seconded by Commissioner Gross. The motion carried unanimously.

PUBLIC FORUM FOR NON-AGENDA ITEMS

During public comment, dozens of residents addressed the proposed AI data center moratorium. The primary concerns centered on water consumption, groundwater impacts, freshwater availability, saltwater intrusion, noise, air quality, and potential health effects. Several speakers shared personal experiences with industrial noise and expressed concerns about impacts on children, seniors, and individuals with respiratory conditions. Pastor Hedrick informed the Board that he had formally offered his church as a neutral location to host a public town hall where residents, developers, and county officials could openly discuss the proposed project, noting that commissioners do not engage in dialogue during the public comment portion of meetings. Several speakers referenced recently enacted state legislation signed by Governor Ron DeSantis in May governing hyperscale data centers in Florida. They stated that the law is intended to prevent data center-related costs from being passed on to utility customers, preserve local government authority over data center approvals, and strengthen protections for Florida's water resources. Residents requested additional information regarding the project's potential impacts on regional water resources, including the Peace River watershed, environmental studies, wastewater management, coordination with neighboring counties, and safeguards for water supplies during droughts or emergencies. Many also raised broader concerns about the project's

long-term environmental and infrastructure impacts and urged the County to proceed cautiously. Several speakers questioned why the proposed facility would not be regulated under the County's Land Development Regulations applicable to power plants, given the developer's plans for on-site natural gas-powered generation. They requested clarification on the project's classification and whether the scale of power generation should trigger additional regulatory requirements. Questions were also raised regarding the project's projected economic benefits. Speakers requested greater transparency on the estimated annual revenue, how those figures were calculated, whether projected revenues would offset infrastructure and public service costs, and whether additional county expenditures, including specialized emergency response equipment, would be necessary. Multiple residents urged the Board to either impose a permanent moratorium or delay further consideration until additional studies, analyses, and public review were completed. Overall, speakers emphasized the importance of protecting DeSoto County's long-term water security, environmental resources, public safety, and quality of life while ensuring any future development is thoroughly evaluated and serves the best interests of county residents.

CONSENT AGENDA-MOTION TO APPROVE

Approval of the Consent Agenda

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

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

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

Attachments: [ENABLING RESOLUTION SPRING LAKE DRAINAGE PROJECT](#)
[Ian_HMGMP Application_Final](#)
[Hurricane Ian_HMGMP_Application Budget_AWP_DOB](#)
Enactment No: 2026-050

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

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

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

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

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

Attachments: [DeSoto_RuralGrantAgreement_26-04-07_CLEAN](#)

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

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

REGULAR BUSINESS

6. Resolution/Budget Amendment Fiscal Year 2025/2026

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

Brian Wagner presented a requested to adopt a Resolution relating to the budget amendments affecting the 2025/2026 adopted budget as provided in Budget Amendment 2026-111, 2026-113, 2026-114.

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

Aye: Deriso, Schaefer, Hickox, Langford, and Gross
 Enactment No: 2026-051

7. Resolution/Amend Building Department Fee Schedule

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

Lester Hornbake, presented a request to adopt the proposed resolution amending the Building Department fee schedule.

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

Aye: Deriso, Schaefer, Hickox, Langford, and Gross
 Enactment No: 2026-052

8. Temporary Moratorium on Data Centers

Following public comment and further discussion, the Board voted to move forward with a proposed one-year moratorium on new data center applications and directed the County Attorney to prepare the necessary ordinance language. The County Attorney advised that the moratorium would not apply to projects already under review, including the pending rezoning application for the proposed approximately 800-acre gas-powered hyperscale data center complex currently undergoing the County's review process. Before the Board considers final adoption of the moratorium, the draft ordinance will be presented at two public hearings, providing additional opportunities for public input and discussion.

A motion was made by Commissioner Gross, seconded by Commissioner Schaefer, to approve the County Attorney to draft an ordinance. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

Recused: Hickox

ADMINISTRATOR'S REPORT

Mandy Hines, reminded the Board of up coming budget workshops.

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS**RECESS UNTIL 6:30 PM PUBLIC HEARING****PUBLIC HEARING****9. Ordinance / Dissolving the Oak Stone East Community Development District**

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

Misty Servia, presented a request regarding two related agenda items the Oakstone Community Development District (CDD): the dissolution of the existing Oakstone East CDD and the establishment of a new Oakstone CDD. Ms. Sevia explained that the existing Oakstone East CDD, established in 2019 and encompassing approximately 330 acres, had never become operational. According to the applicant, the district has not constructed infrastructure, issued bonds, levied assessments, incurred debt, or assumed any maintenance responsibilities. As a result, the applicant requested dissolution of the existing district pursuant to Florida Statutes. The proposed replacement Oakstone CDD would encompass approximately 343.8 acres and more accurately reflect the current development plans. The applicant explained that the revised boundaries were adjusted to create a cleaner district layout, accommodate future development plans, and align with relocated amenities. All development costs to date have been funded by the developer, with district financing expected to occur following formation of the new CDD through future bond issuance.

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

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

Enactment No: 2026-011

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

Attachments: [2026-05-07 Oak Stone Staff Report Petition to Establish Oak Stone CDD Final for BOCC](#)
[Petition to Establish Oak Stone CDD](#)
[Proof of publication - Establish](#)
[Tear Sheet - Establish](#)
[2026-05-07 Ordinance for Oak Stone CDD Final for BOCC](#)

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

Aye: Deriso, Schaefer, Hickox, Langford, and Gross
Enactment No: 2026-012

QUASI-JUDICIAL PUBLIC HEARING

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

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

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

Misty Servia presented a request to rezone approximately 41 acres at 5906 SE Residential Way from an expired Planned Unit Development (PUD) to Residential Multi-Family 8 (RMF-8). The property, formerly part of the Power Auto development, contains 16 existing single-family homes built between the 1940s and 1960s. Ms. Servia explained that the original PUD expired after it was never developed according to the approved plan and portions of the property were sold in violation of the PUD conditions, leaving the existing homes unable to be occupied until the property is rezoned. Planning staff recommended RMF-8 because it is the zoning district most consistent with the property's Urban Center Mixed Use Future Land Use designation and accommodates the existing homes on a single parcel. Staff cautioned, however, that while the applicant intends only to rehabilitate the existing homes, the zoning would also permit a future development proposal of up to 205 multifamily units. Any proposal to increase the number of dwelling units would require a separate development plan and Board approval. Commissioners discussed the property's history, compatibility with surrounding development, utility infrastructure, and the need to repair aging water and wastewater systems before the homes can be occupied again. Staff explained that utility improvements and building permits would be required even if only the existing homes are rehabilitated. The applicant stated the homes will be renovated for H-2A agricultural worker housing, reducing the need for seasonal workers to commute daily from Fort Meade to local agricultural operations. The applicant advised that plans are already underway to repair the lift station, rehabilitate the homes, and maintain the property through dedicated maintenance and cleaning crews. Commissioners acknowledged the need for workforce housing and agreed that restoring the long-vacant property would improve the area. Several commissioners expressed concern that approving RMF-8 would permanently entitle the property to much higher residential density than currently exists. Commissioner Langford favored a new Planned Unit Development application because it could include project-specific conditions and provide greater long-term control over future development. Staff noted that

pursuing a PUD would require withdrawing the current application, paying additional fees, and restarting the review process, despite the applicant having followed staff's recommendation in pursuing RMF-8. Commissioner Gross made a motion to close the public hearing, seconded by Commissioner Schaefer. The motion carried unanimously.

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

Aye: Deriso, Schaefer, Hickox, and Langford

Nay: Gross

Enactment No: 2026-013

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

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

Laura McClelland presented a request from R.D. Welch Company to rezone approximately 5.07 acres on Southwest Reese Street from A-5 (Agriculture) to RSF-2 (Residential Single Family 2). Staff found the request consistent with the property's Low Density Residential future land use designation and compatible with nearby residential development. Several residents opposed the rezoning, citing concerns about flooding, drainage, wetlands, wildlife impacts especially to the gopher tortoise, septic systems near the river, increased density, and the loss of the area's rural character. Neighbors also expressed concerns that the rezoning could allow multiple homes on the property and negatively affect surrounding properties. Ms. McClelland explained that the request was only for a zoning change and that issues such as drainage, environmental impacts, utilities, and site design would be evaluated during any future development review. The applicant stated his intention was to develop larger residential lots rather than maximize density. Commissioner Schaefer made a motion to close the public hearing, seconded by Commissioner Deriso. The motion carried unanimously.

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

Aye: Hickox, Langford, and Gross

Nay: Deriso, and Schaefer

Enactment No: 2026-014

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

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

Misty Servia presented a request for a special exception request from Hahn Towers, Inc. to construct a 195-foot telecommunications monopole tower on an 8.28-acre parcel located between Northeast Highway 17 and Northeast Cubitis Avenue. The property, while smaller than the current minimum lot size requirement, qualifies as a non-conforming lot of record and was eligible for consideration after the repeal of a previously approved variance earlier in the meeting. County staff found the proposal consistent with the Comprehensive Plan and Land Development Regulations, subject to several conditions including construction of an access drive and turnaround for emergency vehicles, recording of access and utility easements, submission of a lighting plan, and completion of required development approvals. The proposed tower would be located on previously disturbed land, outside of wetland areas, and would meet all setback requirements. The applicant explained that the tower is needed to address significant cellular coverage gaps in the Brownville and Highway 17 corridor, improve call reliability, expand data service, and enhance emergency 911 communications for residents, travelers, and first responders. The tower is designed as a monopole to minimize visual impacts and accommodate multiple wireless carriers in the future. Commissioner Gross made a motion to close the public hearing, seconded by Commissioner Schaefer. The motion carried unanimously.

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

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

Enactment No: 2026-053

ADJOURNMENT

Being no further business before the Board, Chairman Hickox adjourned the meeting at 9:03PM

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

MANDY HINES
COUNTY ADMINISTRATOR

STEVE HICKOX
CHAIRMAN

BOARD DOCUMENTS 07-23-2026 PUBLIC MEETING

Attachments:

BOCC Speaker Cards 06-23-2026

Supplemental Documents 06-23-2026

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



DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, June 9, 2026

9:00 AM

QUASI-JUDICIAL PUBLIC HEARING

ROLL CALL

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

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

Ed Horne of Pine Level Church gave the invocation.

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

A motion was made by Commissioner Deriso, seconded by Commissioner Schaefer, to amend the agenda pulling item 14. The motion carried unanimously. Commissioner Gross made a motion to move the Employee presentation before the public forum for non-agenda items, seconded by Commissioner Langford. The motion carried unanimously.

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

PUBLIC FORUM FOR NON-AGENDA ITEMS

Joseph Minore once again addressed the Board regarding his proposal to rezone his property to allow primitive camping for a fee. He questioned when the matter would be brought before the Board for a vote, noting that he has been working through the approval process for more than a year. Kenny Gault, a resident of the Nocatee area, spoke about hurricane preparedness and county development. Referencing a recent emergency preparedness program, he noted discussions about the dangers of high winds and the point at which first responders can no longer safely operate during a storm. Gault expressed concern about properties containing excessive outdoor debris, equipment, and clutter that could become airborne hazards during hurricanes. He encouraged the Board to direct code enforcement staff to proactively identify and address such properties as a public safety measure to help protect residents and emergency personnel. During public comment, dozens of residents addressed the Board regarding the proposed AI Data Center. The most frequently cited concerns involved water usage, groundwater impacts, freshwater availability, saltwater intrusion, noise pollution, air quality, and potential health effects. Several residents shared personal experiences with ongoing industrial

noise and expressed concerns about impacts on children, seniors, and individuals with respiratory conditions. Many speakers questioned the project's potential effects on regional water resources, including the Peace River watershed, and requested additional information regarding environmental studies, consultations with neighboring counties, wastewater management plans, and safeguards to protect water supplies during droughts or emergency situations. Residents also raised concerns about the long-term environmental and infrastructure impacts of the project and urged county officials to proceed cautiously. Questions were also raised regarding the project's projected economic benefits. Several speakers requested greater transparency regarding claims of significant annual revenue generation, asking how those figures were calculated, whether anticipated revenues would offset infrastructure and public service costs, and whether additional county expenditures, including specialized emergency response equipment, might be required to support the facility. Multiple residents specifically requested that the Board place a moratorium on the project, or otherwise delay consideration, until additional studies, analysis, and public review could be completed. Speakers emphasized the need for more information regarding the project's environmental, economic, and infrastructure impacts before any final decisions are made. Others spoke in support of the proposed development, citing potential economic growth, job creation, and increased tax revenue for the county. Speaking on behalf of the developer, Erica Robertson stated that the facility would utilize closed-loop cooling systems designed to reduce water consumption by more than 90 percent compared to previous operations, with groundwater serving only as a last-resort water source. She further stated that the project would not increase local electricity rates. Robertson acknowledged that the project remains in the pre-development phase and that environmental studies are still underway, with no findings currently available for public release. Overall, commenters stressed the importance of protecting DeSoto County's long-term water security, environmental resources, public safety, and quality of life while ensuring that any future development is carefully evaluated and aligns with the interests of county residents.

PRESENTATION

1. Employee & Recognition Awards

Latrinda Jones, presented Employee Recognition Awards. The recipients of these awards have made a significant contribution towards the goals of the County and their departments through exceptional job performance, longevity and service above and beyond their normal job duties.

Outstanding Team Performance - The Planning Department

Outstanding Employee - Ricky Mercer

Thrifty Nickel - Harvey Sweeting and Ricky Mercer

5 Years of Service

Brian Golden

Jacob Haynes

Travis Kona

Brian Ross

15 Years of Service

Peter Danao

Andrew Fabila

20 Years of Service

Sharon Gray

Alex Shannon

Kirk Simcic - 20 years of service DeSoto County /4 years of prior service with the City

Harvey Sweeting - 20 years of service DeSoto County/22 years of prior service with the City

Lewis Wells II - 20 years of service DeSoto County/16 years of prior service with the City

25 Years of Service

Latrinda Jones

CONSENT AGENDA-MOTION TO APPROVE

Approval of the Consent Agenda

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

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

2. H-GACBuy Interlocal Contract for Cooperative Purchasing

Attachments: [HGACBUY](#)

3. Purchase of Public Safety Boating Equipment

Attachments: [Rescue Boat HGAC quote](#)

4. Resolution/Adoption of the Cash Handling and Rounding Policy

Attachments: [Cash Handling and Rounding Policy.pdf](#)
[Resolution.docx](#)

Enactment No: 2026-047

REGULAR BUSINESS

5. Proclamation/Juneteenth Day 2026

Attachments: [Juneteenth Day 2026](#)

Mandy Hines, read the Proclamation into record proclaiming June 19th, 2026, as Juneteenth Day in Desoto County.

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

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

6. Resolution/Budget Amendment Fiscal Year 2025/2026

Attachments: [Resolution](#)
[Summary and Narrative](#)
[2026-106 Utilities Capital Wastewater](#)
[2026-110 Public Safety](#)

Brian Wagner presented a requested to adopt a Resolution relating to the budget amendments affecting the 2025/2026 adopted budget as provided in Budget

Amendment 2026-106, and 2026-110.

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

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

Enactment No: 2026-048

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

Attachments: [AP Check Report - Warrants 04-28-26 to 05-26-26](#)

Peter Danao, presented a request to approve accounts and warrants drawn according to Schedule(s) of Bills Payable April 28, 2026-May 26, 2026.

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

Aye: Deriso, Schaefer, Langford, and Gross

Recused: Hickox

8. Fort Ogden Railroad Crossing Request for Direction

Attachments: [Fort Ogden RR Crossings Exhibits](#)
[Seminole Gulf Railway- CRISI Grant Letter 04-30-2026 \(1\)](#)

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, to table this item and return it to the Board of County Commissioners, on 6/23/2026. The motion carried by the following vote:

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

9. Liverpool & Boll Weevil Seminole Gulf Proposals

Attachments: [Seminole Gulf Liverpool Quote](#)
[Seminole Gulf Boll Weevil Quote](#)

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, to table this item and return it to the Board of County Commissioners, on 6/23/2026. The motion carried by the following vote:

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

10. Resolution/Appointment of alternate member to the Planning Commission and Board of Adjustment

Attachments: [2026-5-20 Jennifer Bowser PC Alt. Appointment](#)

Misty Servia presented a request to approve the appointment of Jennifer Bowser as an alternate member of the DeSoto County Planning Commission and Board of Adjustment.

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

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

Enactment No: 2026-048

11. Cooperative Purchase Agreement Generator Repair and Maintenance

Attachments: [CAT SOURCEWELL](#)

Cindy Talamantez made a request to approve the Cooperative Purchase

Agreement through Sourcewell for generator repair and maintenance services.

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

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

12. Contract / Construction - Mills Generator Project

Attachments: [26-13-01ITB Contract - Final](#)

Cindy Talamantez made a request to approve the construction contract with Accurate Power and Technology for the installation of an emergency backup generator at the Mills Building located at 815 N Mills, Arcadia, FL.

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

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

13. Approval of Surplus Property Sale- 11212 SW Cedar Ave.

Attachments: [BillOfSale12112 Cedar](#)

Cindy Talamantez made a request to accept and approve the purchase offer of \$56,500 for the property located at 11212 SW Cedar Avenue and authorize Legal to prepare a Deed of Conveyance.

A motion was made by Commissioner Gross, seconded by Commissioner Deriso, to approve the surplus property sale. The motion carried by the following vote:

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

14. Resolution/Burn Ban/Drought Emergency expires

Attachments: [Resolution ending Burn Ban 6-9-2026](#)

This Resolution was pulled.

15. Funding Agreement / Florida Department of Environmental Protection

Attachments: [FDEP\(L0181_ DeSoto County](#)

Mandy Hines, presented a request to approve the funding agreement between the County and FDEP as presented.

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

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

ADMINISTRATOR'S REPORT

Mandy Hines, County Administrator, sought Board direction regarding a request from Eugene Turner Jr. for a 30-day extension to complete berm planting at his dirt pit. The request would extend the deadline from June 15 to July 15 due to a lack of rainfall. After brief discussion, the Board expressed general agreement with granting the extension, noting that the work should be completed by mid-July. Staff indicated an administrative letter would be issued consistent with the prior extension process. Ms. Hines then provided an update on the DCIP application review process. She advised that while staff is working diligently, the County will not be able to meet a July timeline-and likely not August-due to the need for specialized technical input, including

acoustics, engineering, and power generation expertise. She emphasized that it would be imprudent to advance an incomplete application to the Board and recommended allowing additional time to ensure a thorough and accurate review. The Board acknowledged the importance of obtaining complete and reliable data and supported prioritizing a comprehensive evaluation over expedited review. Discussion continued regarding broader planning considerations, including lessons learned from a recent Virginia site visit and ongoing concerns related to emergency preparedness, development impacts, and potential risks associated with large-scale projects. Board members emphasized the importance of obtaining complete information, carefully evaluating both likely and unlikely risks, and ensuring that decisions are made with appropriate expert input and due diligence. Ms. Hines also briefed the Board on anticipated fiscal impacts resulting from proposed state tax reform measures affecting homestead property tax relief. She reported an estimated \$4.1 million reduction in county revenue beginning in 2027, along with potential structural changes to millage rate calculations and budget constraints. She further explained that the County is already obligated to fund approximately \$26 million in constitutional requirements and over \$30 million in mandated obligations before discretionary services are considered, including economic development, tourism, parks, libraries, and other community programs. She noted that staff will prepare detailed budget scenarios, including a “second-year impact” model, to help the Board evaluate future funding decisions. These will be presented in upcoming workshops over the next several months. The Board concurred with developing forward-looking budget scenarios to better understand potential impacts and guide future decision-making.

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

Board members thanked residents for their participation and public comments regarding the proposed data center and other county issues, emphasizing that community input is being carefully considered as part of the decision-making process. Commissioners also addressed the proposed homestead exemption amendment, expressing concerns about its potential impact on county revenues, services, infrastructure, and future budgeting. Additional comments included recognition of the successful 4-H Awards Ceremony and Hurricane Expo, appreciation for county staff and volunteers, condolences to the family of Deputy Timothy Kratzer, and reminders for residents to remain safe during the summer season. Overall, board members reiterated their commitment to making informed decisions that balance community concerns with the county's long-term needs.

ADJOURNMENT

Being no further business before the Board, Chairman Hickox adjourned the meeting at 12:40PM

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

MANDY HINES
COUNTY ADMINISTRATOR

STEVE HICKOX
CHAIRMAN

Supplemental Board Documents Public Meeting 06-09-2026

Attachments: BOCC Speaker Cards 06-09-2026
 Supplemental Document 06-09-2026

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



DeSoto County

7/28/2026

Item #: 2.

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

DEPARTMENT: Administrative Services
SUBMITTED BY: Megan Deuchar
PRESENTED BY: Cindy Talamantez

TITLE & DESCRIPTION:

Contract Reassignment / Apex Companies, LLC / Engineer of Record

REQUESTED MOTION:

Approve the Amendment recognizing the Contract Reassignment from The Weiler Engineering Corporation to Apex Companies, LLC.

SUMMARY:

Staff is requesting approval of the Contract Reassignment from The Weiler Engineering Corporation to Apex Companies, LLC.

BACKGROUND:

On November 22, 2024, Apex Companies, LLC acquired The Weiler Corporation. The County has maintained a continuous relationship with The Weiler Corporation as its Engineer of Record, first under a contract from October 2020 through October 2025, and again under the current contract awarded in October 2025 following a competitive selection process. The purpose of this Amendment is to acknowledge the acquisition and formally reassign the current Contract to Apex Companies, LLC. All other terms of the Contract will remain unchanged and in full effect.

FUNDS:

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

**CONSENT TO ASSIGNMENT OF, AND FIRST AMENDMENT TO
AGREEMENT FOR DESOTO COUNTY ENGINEER OF RECORD SERVICES**

THIS CONSENT TO ASSIGNMENT OF, AND FIRST AMENDMENT, is made part of the original Agreement between the parties dated **October 16, 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,” **THE WEILER ENGINEERING CORPORATION**, 201 West Marion Avenue, Suite 1306, Punta Gorda, Florida 33950, FEIN: 65-0413376, hereinafter referred to as “WEILER”, and **APEX COMPANIES, LLC**, P.O. Box 69142, Baltimore, Maryland 21264-9142, FEIN: 52-1562320, hereinafter referred to as the “APEX”, for the purposes of memorializing the consent of COUNTY to the assignment by WEILER to APEX of all of WEILER’s right, title and interest in and to, and the assumption by APEX from WEILER of all obligations of WEILER 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 Engineer of Record Services with WEILER through a competitive bid process on October 16, 2025; and

WHEREAS, pursuant to Section No. 21.7 of said Agreement, neither the Agreement nor any interest or claims hereunder may be assigned or transferred by WEILER to any party or parties, except with the written consent of the COUNTY; and

WHEREAS, effective November 22, 2024, WEILER has been sold, and transferred all of its operations and assets to APEX, and, in connection therewith, has proposed to assign the Agreement to APEX, subject to COUNTY’s consent; and

WHEREAS, WEILER will cease to be a party to the Agreement and APEX 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, WEILER, APEX, and COUNTY desire to make and memorialize certain amendments to the Agreement in connection with its assignment to APEX 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 WEILER of all of its right, title and interest in and to the Agreement and the assumption by APEX of all of the obligations of WEILER 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 APEX, to the following address and persons:

APEX COMPANIES, LLC
c/o: Michael Giardullo
201 West Marion Avenue, Suite 1306
Punta Gorda, Florida 33950

3. **NOTICE.** For purposes of Notices under the Agreement as set forth in Section No. 21.12 of the Agreement, notice to the CONSULTANT shall be as follows:

If to the CONSULTANT:	APEX COMPANIES, LLC c/o: Michael Giardullo 201 West Marion Avenue, Suite 1306 Punta Gorda, Florida 33950 Michael.Giardullo@ApexCos.com	
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4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties dated October 16, 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.**

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:

THE WEILER ENGINEERING CORP.

Signature

BY: _____

PRINT NAME: _____

Print Name

DATE: _____

WITNESS:

APEX COMPANIES, LLC

Signature

BY: _____

PRINT NAME: _____

Print Name

DATE: _____



July 7, 2026

Cindy Talamantez, CPPO, CPPB
Purchasing Director
DeSoto County Board of County Commissioners
201 East Oak Street, Suite 203
Arcadia, FL 34266

Regarding: Apex Companies Purchase of the Weiler Engineering Corporation

Ms. Talamantez,

Please accept this letter as confirmation that Apex Companies, LLC acquired Weiler Engineering Corporation on November 22, 2024.

Existing contracts executed under Weiler Engineering Corporation may remain in effect, as the Weiler Engineering business entity continues to be registered and active in the State of Florida. However, we request that all new contracts and work authorizations be issued directly to Apex Companies, LLC.

Should you have any questions or require additional information, please do not hesitate to contact me at (941) 916-8073 or Michael.Giardullo@apexcos.com.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, reading 'Michael Giardullo'.

Michael Giardullo
Division Manager



DeSoto County

7/28/2026

Item #: 3.

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

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

TITLE & DESCRIPTION:
Approval of Holiday Schedule 2027.

REQUESTED MOTION:
To approve the holiday schedule for calendar year 2027.

SUMMARY:
Approval of the holiday schedule will allow the public, vendors and staff, information on County office closures. If approved, it will also allow for placement of a garbage pickup informational flyer or notice to be placed in the October tax statements and/or where necessary.

BACKGROUND:
Click or tap here to enter text.

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 Department

201 East Oak Street

Arcadia, Florida 34266

(863) 993-4808 / (863) 993-4708 fax

www.desotobocc.com

Equal Opportunity Employer / Drug-Free Workplace

MEMORANDUM

DATE: July 28, 2026

TO: ALL COUNTY EMPLOYEES

THRU: Mandy Hines, County Administrator

FROM: Latrinda Jones, Human Resources Director

SUBJECT: 2027 Holidays Observed

All full-time and part-time County employees, filling established regular positions are entitled to the following thirteen observed holidays annually:

Holiday Description	Date	Date Observed
New Years Day	January 1 st	Friday – January 1, 2027
MLK Jr. Holiday	3rd Monday in January	Monday - January 18, 2027
Presidents Day	3rd Monday in February	Monday – February 15, 2027
Good Friday	Friday before Easter	Friday – March 26, 2027
Memorial Day	Last Monday in May	Monday - May 31, 2027
Independence Day	July 4 th	Monday - July 5, 2027
Labor Day	1st Monday in September	Monday – September 6, 2027
Columbus Day	2nd Monday in October	Monday – October 11, 2027
Veterans Day	November 11 th	Thursday – November 11, 2027
Thanksgiving Day	4th Thursday in November	Thursday – November 25, 2027
Thanksgiving Day After	Day after Thanksgiving	Friday – November 26, 2027
Christmas Eve	December 24 th	Thursday – December 23, 2027
Christmas Day	December 25 th	Friday – December 24, 2027

Supervisors, please post this notice in a prominent place in your work areas.



DeSoto County

7/28/2026

Item #: 4.

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

DEPARTMENT: Administration
SUBMITTED BY: Brady Anderson, Sheriff's Department
PRESENTED BY: Mandy Hines, County Administrator

TITLE & DESCRIPTION:

Grant Agreement between the Florida Department of Law Enforcement (FDLE) and the DeSoto County Board of Commissioners

REQUESTED MOTION:

To approve the attached Grant Agreement with FDLE as presented for the Sheriff's Office Salaries offset for fiscally constrained counties.

SUMMARY:

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) is awarding this grant for the State Financial Assistance for the project entitled, Law Enforcement Salary Assistance for Fiscally Constrained Counties. Funding is allocated for the state fiscal year 2026-2027 with the grant period beginning July 1, 2026, and ending June 30, 2027.

FUNDS:

Grant Amount: \$698,952.00

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

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Explanation: Click or tap here to enter text.

**Florida Department of Law Enforcement
State Financial Assistance (SFA) Agreement
Law Enforcement Salary Assistance (LESA) Grant**

Award Number: AJ005
Recipient: DeSoto County Board of County Commissioners
Grant Activity Period: 07/01/2026 - 06/30/2027
Award Amount: \$698,952.00
CSFA Catalog Number: 71.067

This grant award agreement (“agreement” or “award”) is entered into by and between the Florida Department of Law Enforcement (herein referred to as the “Department” or “FDLE”) and the DeSoto County Board of County Commissioners on behalf of the DeSoto County Sheriff’s Office (herein collectively referred to as the “Recipient”). The Department and Recipient and/or Recipient’s Sheriff are sometimes referred to herein individually as a “Party”, or collectively as the “Parties”.

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS, Line 1333 of the Florida General Appropriations Act for the 2026-2027 state fiscal year authorizes \$698,952.00 in nonrecurring, General Revenue funds, to be provided to the Recipient for salary increases for deputy sheriffs and correctional officers employed by the sheriff’s office or the county operated correctional facility in fiscally constrained counties, as defined in section 218.67(1), F.S.; and

WHEREAS, the Recipient represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections:

Section I: Scope of Work
Section II: Deliverables
Section III: Amendments
Section IV: Reporting Requirements
Section V: Payments
Section VI: Annual Reconciliation Requirement
Section VII: Monitoring Requirements
Section VIII: Award Contacts
Section IX: Audit Requirements for Awards of State and Federal Financial Assistance
Section X: Standard Terms and Conditions
Section XI: Award Signatures

SECTION I: SCOPE OF WORK

- (1) The Recipient shall provide regular and ongoing law enforcement and correctional services to the community it serves during the project period.
- (2) The Recipient shall strive to maintain adequate staffing levels based upon the specific needs of the community it serves and in accordance with established policies and procedures.

- (3) The Recipient shall establish policies and procedures, in accordance with generally accepted accounting principles, to track disbursements received from the Department and the salaries and benefits paid out to deputy sheriffs and correctional officers during the project period. The portion of salaries and benefits paid with funds under this agreement must be tracked separately from other salary dollars.
- (4) The Recipient shall establish adequate timekeeping policies and procedures to substantiate the number of hours worked by deputy sheriffs and correctional officers under their employment during the project period.
- (5) The Recipient shall establish procedures to maintain supporting documentation on file for all expenditures made with state funds during the award period. Copies of supporting documentation must be made available upon request and may include, but is not limited to timesheets, paystubs, payroll reports, and general ledgers.
- (6) The Recipient shall provide copies of all reports required in Section III of this agreement by the specified deadlines.

The specific deliverable(s) associated with this scope of work are outlined in Section II.

SECTION II: DELIVERABLES

The Recipient shall determine the specific tasks and objectives associated with each approved activity in accordance with their responsibilities outlined in Section I of this agreement.

Financial Consequences: Failure to meet the minimum performance required by the deliverable below will result in a withholding of the next quarterly advance.

Deliverable:	The Recipient will use funding provided under this agreement to increase the base salaries, and the associated employer-paid benefits, for deputy sheriffs and correctional officers under their employment.
Minimum Performance	The Recipient shall provide a Quarterly Payroll Certification (QPC) for the most recently completed quarter attesting to the amount of state funds paid to each individual deputy sheriff and/or correctional officer during that quarter.
Price:	\$698,952.00

SECTION III: AMENDMENTS

The Department may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of such changes will be provided to the Recipient.

(1) Non-monetary Amendments: Amendment requests that do not affect the total award amount may be submitted by the Recipient through the Department's electronic grant management system. This shall be restricted to notifying the Department of changes in the key personnel identified in Section VIII of this agreement.

(2) Monetary Amendments: Amendments to the monetary amounts of this award are not permitted unless the Recipient does not expend all funds allocated under this agreement at the conclusion of the final quarter. In that instance, the Department's Grant Manager will process an administrative amendment to decrease the award for closeout.

(3) Extensions: Extensions to this agreement are not permitted.

SECTION IV: REPORTING REQUIREMENTS

The Recipient shall be responsible for providing the following reports and/or documents by the deadlines specified below. Payments to be disbursed under this agreement shall be withheld by the Department until the following reports are received.

- (1) Prior to the initial distribution of funding: The Recipient must provide to the Department:
 - (a) A copy of this signed agreement;
 - (b) A Spending Plan detailing how salary increases funded by this agreement shall be distributed to deputy sheriffs and/or correctional officers; and
 - (c) If not already on file with the Department, a copy of the Recipient's approved local operating budget for the 2025-2026 fiscal year, detailing the amount of local funds budgeted for deputy sheriffs and correctional officer salaries.
 - (d) The final Quarterly Payroll Certification (QPC) for the previous year's award, covering the period of 07/01/2025 – 06/30/2026, as further outlined in section VI of this agreement.
- (2) By November 1, 2026: The Recipient shall provide a copy of the Recipient's approved local operating budget for the 2026-2027 fiscal year, detailing the amount of local funds budgeted for deputy sheriff and correctional officer salaries.
- (3) No later than 15 days after the end of each quarter: The Recipient shall submit the corresponding Budget Reporting Period in the Department's electronic grant management system. The Recipient shall complete and upload a QPC to the Budget Reporting Period. A copy of the QPC template and instructions for submitting Budget Reporting Periods in the Department's electronic grant management system will be provided to the Recipient upon execution of this agreement.

The Department shall provide the Recipient's submitted spending plan, as required under paragraph (1)(b) of this section, to the Florida Sheriff's Association by October 6, 2026.

SECTION V: PAYMENTS

The Department shall disburse funds under this agreement to the Recipient in four equal, quarterly cash advances of \$174,738.00. The Department shall initiate the disbursement of each cash advance upon receipt of the required Quarterly Payroll Certification (QPC) for the previous quarter, provided no other outstanding reporting requirement exists as outlined in section IV of this agreement.

If the Recipient fails to provide services as outlined in section I of this agreement, additional distribution of funds to be provided under this agreement will be withheld and future funding under this program may also be jeopardized.

If the provision of services ceases during the award period, the Recipient shall submit a final report to the Department that includes the actual salary costs of impacted deputy sheriffs and/or correctional officers from the beginning of the project period through the date the provision of services ceased. The actual costs incurred by the Recipient will be compared to the total amount of funds disbursed under this agreement to date, and any state funds in excess of actual costs incurred must be refunded to the Department no later than July 31, 2027.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981, and 215.985, Florida Statutes. The Department's determination of acceptable expenditures reimbursed under this agreement shall be conclusive.

Payments under this agreement will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with §215.422, Florida Statutes. This election is determined by the Recipient's own selection in the state's vendor information system. A Recipient that wishes to enroll in direct deposit

payment can access information on the process on the Florida Department of Financial Services website at <https://www.myfloridacfo.com/division/aa/vendors>.

SECTION VI: ANNUAL RECONCILIATION REQUIREMENT

The final Quarterly Payroll Certification (QPC) for the previous year's award, covering the period of 07/01/2025 – 06/30/2026, is due to the Department by July 30, 2026.

The Department shall utilize this final QPC to reconcile the total state funds received with the total expenses incurred under the prior year's award. The Department shall provide the Recipient with a written final reconciliation notice. Any amount of state funds disbursed to the Recipient that were not utilized to increase the salaries of deputy sheriffs and/or corrections officers, as stated in the notice, must be refunded to the Department within 30 days of receipt of the notice.

No funding under this agreement shall be disbursed until the reconciliation process is complete and the prior year's award balance reflects \$0.00.

SECTION VII: MONITORING

The Department may initiate monitoring of the Recipient at any time during the award period. This monitoring review will consist of random sampling of expenses reported on the Quarterly Payroll Certifications (QPCs), the payroll and timekeeping records of the Recipient, financial ledger reviews to ensure funds disbursed under this agreement are being tracked separately, and internal control reviews to ensure the certification and information presented to the Department is true and accurate.

If the Recipient changes accounting systems, payroll systems, or time management systems during the award period, the Recipient shall notify the Department within 30 days of the system change going live. The Department shall conduct a random sampling of expenses reported in the next submitted QPC.

If the Recipient's Comprehensive Annual Financial Report (CAFR), or Single Audit, includes a deficiency or finding related to the management of a current or previous Law Enforcement Salary Assistance award, the Department shall initiate a random sampling style monitoring of the next submitted QPC to ensure the Recipient has taken necessary steps and/or formal corrective actions to address any deficiencies or findings identified in the CAFR or Single Audit.

SECTION VIII: AWARD CONTACTS

Department's Grant Manager

Angela Ferrara
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1253
AngelaFerrara@fdle.state.fl.us

Recipient's Chief Official (CO)

Steve Hickox
Chairman
201 E. Oak St
Arcadia, FL 34266
863-993-4800
s.hickox@desotobocc.com

Recipient's Grant Manager (RGM)

Brady Anderson
Finance Director
208 E. Cypress St
Arcadia, FL 34266
863-491-6739
banderson@sheriffdesotofl.gov

Recipient's Chief Financial Officer (CFO)

Pete Danao
Finance Director
201 E. Oak St
Arcadia, FL 34266
863-993-4857
s.hickox@desotobocc.com

Any changes to the Recipient's Grant Manager (RGM), Chief Official (CO), or Chief Financial Officer (CFO) above after contract execution, must be submitted in the electronic grant management system as a non-monetary amendment request, as described in section III, subtitle (1) of this agreement.

SECTION IX: AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

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

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

Part I: Audits – Federally Funded: This part is applicable if the Recipient is a state or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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

Part II: Audits – State Funded:

- (1) In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** of this section lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
- (2) For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a

financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

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

Part III: Other Audit Requirements: The Recipient shall provide a completed "Single Audit Certification" for each Recipient fiscal year for which this award is active. This certification shall be submitted to the Department within 30 days after the Recipient receives the auditor's annual financial report, or nine months after the end of the Recipient's fiscal year, whichever is earlier.

Part IV: Report Submission:

- (1) Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F – Audit Requirements, and required by Part I of this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (<https://www.fac.gov>) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found on the federal Office of Management and Budget (OMB) website.
- (2) Copies of financial reporting packages required by Part II of this section shall be submitted by or on behalf of the Recipient directly to each of the following:
 - (a) The Department at the following email address: OCJGSFA@fdle.state.fl.us
 - (b) The Florida Auditor General's Office at each of the following locations:

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

Paper (hard copy): Auditor General, Local Government Audits/342, Claude Pepper Building, Room 401, 111 West Madison Street, Tallahassee, FL 32399-1450.
- (3) Documentation required by Part III of this section shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.
- (4) Any reports, management letters, or other information required to be submitted to the Department pursuant to the agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- (5) When submitting financial reporting packages to the Department for audits done in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, Recipients should indicate the date the reporting package was delivered to the Recipient.

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

Exhibit 1

FEDERAL RESOURCES:

There are no federal resources awarded to the Recipient pursuant to this agreement.

STATE RESOURCES:

State resources awarded to the Recipient pursuant to this agreement consist of the following:

- (1) Matching Resources for Federal Programs: N/A
- (2) Subject to section 215.97, F.S.:
 - (a) State Project
State Awarding Agency: Florida Department of Law Enforcement
State Project Title: Law Enforcement Salary Assistance for Fiscally Constrained Counties
CSFA Number: 71.067
Award Number: AJ005
Award Amount: \$698,952.00
- (3) Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:
 - (a) The compliance requirements for award AJ005 are outlined in this agreement.

SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

The following terms and conditions will be binding upon the execution of this agreement between the Recipient and the Department. If any of the information provided in this section changes after execution of this agreement, the Department shall provide written notice of such changes to the Recipient through an administrative award amendment.

(1) Governing Regulations of the State of Florida: This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the State.

- (a) **Lobbying Prohibited:** The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) **Independent Contractor:** In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.
- (c) **Limitations on Advertising:** The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.
- (d) **Sponsorship:** If the Recipient is a nongovernmental organization (a non-profit or for-profit) that sponsors a program that is financed wholly or in part by state funds, including funds obtained through this agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida." If the sponsorship

reference is in written material, the words “State of Florida” shall appear in the same size letters or type as the name of the Recipient. The Department’s name, logos, or emblems shall not be utilized.

- (e) Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010, F.A.C.
- (f) Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due to race, religion, color, sex, disability unrelated to such a person’s ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.
- (g) E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.
- (h) Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes referenced in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.
- (i) Non-Disclosure Agreements: The Recipient shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.
- (j) Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under the agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney’s fees incurred in connection with disputes arising under the terms of this agreement.
- (k) Insurance: The Recipient shall provide and maintain at all times during this agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this agreement, as required by law, and as otherwise necessary and prudent for the Recipient’s performance of work under this agreement. The limits of coverage shall not be interpreted as limiting the Recipient’s liability and obligations under this agreement. All

insurance policies shall be through insurers licensed and authorized to do business and write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of this agreement.

- (l) Intellectual Property Rights: Where activities supported by this agreement result in the creation of intellectual property, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use and to authorize others to use for state government purposes, any resulting patented, copyrighted, or trademarked work products developed under this agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- (m) Prohibited Vendor Lists: The Recipient may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any prohibited vendor lists, the Department may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

- (i) The "Convicted Vendor List", pursuant to section 287.133, F.S.
- (ii) The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
- (iii) The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
- (iv) The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
- (v) The "Suspended Vendor List", pursuant to section 287.1351, F.S.
- (vi) The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

(2) Funding and Payment Considerations: This agreement is subject to the following funding and payment conditions.

- (a) Funding Requirements: Pursuant to s. 215.971(1), F.S., the Recipient may only expend funding under this agreement for allowable costs identified in Section III of this agreement that were incurred between the start and end dates of the award. Any balance of unspent or unobligated funds at the time of closeout shall revert to the State. If it is determined at any point that funds were paid to the Recipient in excess of what should have been paid, the Recipient shall refund the overage to the Department.
- (b) Total Compensation: Payments under this agreement shall not exceed the total award amount and shall only be disbursed after the Department's review and acceptance of the Recipient's performance of allowable activities outlined in this agreement.
- (c) Financial Management: The Recipient agrees to maintain all records and documents in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each grant award received. The commingling of funds is strictly prohibited.
- (d) Expenditures: All expenditures under this agreement must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Florida Department of Financial Services.
- (e) Taxes: The Recipient may use its own tax exemption certificate when paying suppliers to fulfill obligations under this agreement. The Recipient shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from award activities, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.

- (f) Refunds: If the Recipient, its independent auditor, the Department, or any other oversight entity discovers that an overpayment has been made, or that funds previously reimbursed under this award were reimbursed by another source, the Recipient shall contact the Department's Grant Manager immediately. The Department shall provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery or notice. Checks shall be made payable to the "Florida Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to: FDLE – Cash Receipts, P.O. Box 1489, Tallahassee, FL 32302-1489. If repayment is not made in a timely manner, the Department shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Department may choose to recoup the overpayment from the next payment request submitted.
- (g) Recoupment of Funds: If the Recipient's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Department or State, the Department may recoup such costs or losses from reimbursement owed to the Recipient under this agreement. In the event additional costs or losses arise when no funds remain available under this agreement, the Recipient shall repay such costs to the Department in full within 30 days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative time frame.

(3) Mandatory Disclosures: This agreement is subject to the following disclosure and fraud-related conditions.

- (a) Legal Proceedings: The Recipient shall disclose, in writing, all civil and criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.
- (b) Duty of Disclosure: The duty to disclose proceedings involving activities under this agreement applies to each officer and director of the Recipient, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceedings causes the Department concern about the Recipient's ability or willingness to perform work under this agreement, upon the Department's request, the Recipient shall provide the Department with all reasonable assurances that: (1) the Recipient will be able to perform work in accordance with the terms and conditions of this agreement; and (2) the Recipient and/or its employees, agents, vendors, and contractors have not and will not engage in conduct similar in nature to the conduct alleged in such proceeding while performing work under this agreement.
- (c) Notification of Instances of Fraud: Upon discovery, the Recipient shall report known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, its employees, an agent, vendor, or contractor, to the Department within 24 hours of the discovery.
- (d) Conflicts of Interest: The Recipient shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Recipient must disclose in writing to the Department any actual or potential conflicts of interest, as well as all violations of any state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement. Furthermore, this agreement is subject to Chapter 112, F.S. The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State of Florida, as well as the name of any state employee who owns, directly or indirectly, more than five percent (5%) interest in the Recipient organization or its affiliates.
- (e) Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in Section 286.101, F.S.

(4) Public Records Requirements: This agreement is subject to the following public records related conditions.

- (a) Public Records Law: The Recipient shall allow public access to all documents, papers, letters, or other materials made or received in accordance with this agreement unless the public records are exempt from disclosure pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics, or means of transmission of the records. In the event the Department requests public records related to this agreement, the Recipient shall provide copies of all requested information to the Department within 10 business days of the request. The Department may unilaterally terminate this agreement if the Recipient refuses to allow public access to records as required by law.
- (b) Public Records Requests: All requests to inspect or copy public records relating to this agreement must be made directly to the Department. Notwithstanding any provision to the contrary, disclosure of any records made or received by the State in conjunction with this agreement is governed by public record law.
- (c) Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any public record submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Recipient claims are confidential shall be redacted. If the Recipient fails to submit a redacted copy of the records, such action may constitute a waiver of any claim of confidentiality.
- (d) Requests for Redacted Records: If the Department receives a request for records that include those marked as confidential, the Department will provide the Recipient-redacted copies to the requestor. If a requester asserts a right to portions of the records claimed as confidential, the Department will notify the Recipient that such assertion has been made. It will be the Recipient's responsibility to assert that the portions of the records in question are exempt under public records law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portion of records the Recipient claims as confidential in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Recipient shall be responsible for defending their own determination of record confidentiality. No right or remedy for damages against the Department may arise from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption.
- (e) Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements by transferring its records to the Department at that time, and by destroying duplicate records in accordance with Section 501.71, F.S., and if applicable, Section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those released by the National Institute of Standards and Technology.
- (f) Applicability of Chapter 119, F.S.: If the Recipient has questions regarding the application of Chapter 119, F.S., and/or the Recipient's duty to provide public records related to this agreement, the Recipient shall contact the Department's Public Records Section via email at publicrecords@fdle.state.fl.us, or by phone to (850) 410-7676.

(5) Nonexpendable Property: If this agreement provides funding for the acquisition of nonexpendable property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible property of a nonconsumable nature.

- (a) Procurement Guidelines: The Recipient shall adhere to their own established procurement policy, provided the policy is documented in writing. In the absence of a written procurement policy, the Recipient shall adhere to state procurement guidelines as applicable.
- (b) Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property acquired under this agreement.
- (c) Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds from this agreement. The Recipient shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- (d) Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Recipient. The Recipient shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include at a minimum: a unique property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.
- (e) Equipment Disposition: If the Recipient intends to dispose of any nonexpendable property acquired under this agreement within five (5) years after the award end date, the Recipient shall notify the Department by completing and submitting the CJB's State Financial Assistance Equipment Disposition Form. The Recipient shall follow its own equipment-disposition guidelines when disposing of such property, provided those guidelines comply with applicable state requirements.

(6) Purchase of or Improvements to Real Property: If this agreement contains funding for the purchase of or improvement to real property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, real property means land, buildings, including appurtenances, fixtures, and fixed equipment or structures, including additions, replacements, major repairs, and renovations to real property, which materially extend its useful life, materially improve or change its functional use, and includes furniture/equipment necessary to furnish and operate a new or improved facility if the furniture/equipment was appropriated as part of a fixed capital outlay (FCO) project.

- (a) Issuance of Security Interest: In accordance with section 287.05805, F.S., if funding provided under this agreement is used for the purchase of or improvement to real property. The Recipient shall grant the Department a security interest in the property in an amount equal to the total amount of this agreement for five (5) years from the date of purchase or completion of improvements, or as further required by law.
- (b) Additional Security Interest Requirements for Nonprofits: In addition to paragraph (a) above, if the Recipient is a nonprofit, and this agreement is used for the purpose of or improvement to real property, pursuant to section 216.348, F.S., the Recipient shall provide an affidavit completed by an agent or director of the Recipient organization, certifying, under oath, the Recipient is a nonprofit prior to receiving any funding disbursed under this agreement. In addition, the Recipient shall adhere to the additional related requirements outlined in the subparagraphs below.
 - (i) The Recipient shall execute and deliver to the Department a Mortgage Lien and Security agreement (further referred to as the "Mortgage") in a format prescribed by the Department. The Mortgage grants the Department a mortgage lien and/or security interest in the property to be purchased or improved with funds disbursed under this award agreement in the county in which the property is located for a term commencing with the date the Mortgage is executed and ending on a date that is five (5) years from the date of completion or completion of improvements, whichever is later, unless a different term period is further authorized in the Mortgage. All terms and conditions from the Mortgage are incorporated into this award agreement by reference.
 - (ii) The Recipient agrees to pay all costs associated with the perfection of the liens and security interests under the Mortgage and the Notice of Federal Interest (NFI), referred to in

subparagraphs (v) and (vii) below. This includes without limitation all recording and filing fees and the costs of any continuation statements, and any taxes associated with this agreement, the Mortgage, the NFI, and all documentary tax stamps.

- (iii) In the event the effective term of the Mortgage or security interest associated with this award exceeds five (5) years, and if extraordinary circumstances exist, the Recipient may request that the Department relinquish its interest sooner than the expiration of the Mortgage that is currently in effect. The Department must find that the early relinquishment is in the best interest of the State. Under no circumstance will the Department consider such request earlier than five (5) years after the purchase or completion of construction or renovation, whichever is later. The decision to approve such a request is the exclusive determination of the Department and shall not be reviewable by any court or administrative forum.
- (iv) The Recipient shall notify the Department in writing of the date of completion of construction or renovation and shall maintain a copy of the notification in its files together with a written acknowledgement of the Department's receipt and approval of the notification of completion. The notification and the acknowledgement of the Department's receipt and approval of the notification shall be in recordable form and shall be recorded in the public records of the county in which the property is located.
- (v) Prior to the disbursement of any grant funding under this agreement, the Recipient shall furnish to the Department satisfactory evidence of, and, if required by the Department, a commitment for, a policy or policies of title insurance insuring good and marketable fee simple title to the property to be purchased and/or improved with funding under this agreement, the Recipient's interest therein, the lien of the Mortgage, and the lien of any NFI required to be executed and filed, free and clear of all liens, encumbrances, and interests other than those acceptable to the Department. If a commitment for title insurance is required, the Recipient shall cause the final policy or policies of title insurance to be issued and delivered to the Department promptly after the recording of the Mortgage or any required NFI. All required documentation and any title insurance shall be in such forms and amounts as are acceptable to the Department.
- (vi) Prior to the execution and recording of the Mortgage and any NFI required by this agreement, the Recipient shall not make, or cause to be made, any improvements to the property to be purchased and/or improved with this agreement that could give rise to a lien under the Construction Lien Law, Chapter 713, Part I, Florida Statutes. All title evidence, title insurance commitments, and title insurance policies required under this agreement shall reflect that no notice of commencement under the Construction Lien Law has been recorded.
- (vii) The Recipient shall keep the property to be purchased and/or improved with this agreement insured against such perils and in such forms as are acceptable to the Department, including forms containing a loss-payable provision in favor of the Department and provisions requiring the insurer to notify the Department of any changes in the policy or coverage. The Department may require the Recipient to provide evidence of compliance with this condition at any time and may withhold payment under this agreement until such evidence is received.
- (c) Expiration of Security Interest: Upon the expiration of this agreement, the Recipient is authorized to retain ownership of the improvements made to, and the purchase or construction of, the real property set forth in this agreement, provided that: (1) the Recipient organization is not sold, merged, or acquired; (2) the real property is owned by the Recipient; and (3) the real property continues to be used for the purposes described in this agreement. If, within five (5) years after the expiration of this agreement, the Recipient is unable to satisfy any of these three requirements, the Recipient shall notify the Department in writing upon learning of the issue, but no later than 30 calendar days before the deficiency occurs. In such event, the Department shall have the right, in its sole discretion, to demand reimbursement of some or all of the funding provided to the Recipient under this agreement.

(7) Subawards, Contracts, and Assignments: Unless otherwise specified in section II and/or III of this agreement, or through written prior approval of the Department, the Recipient may not: (1) subgrant any of the funds provided under this agreement to another entity; (2) contract its duties or responsibilities under this agreement out to a third party; or (3) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so. If approved to do so, the Recipient must adhere to the conditions outlined below.

- (a) **Recipient Responsibilities:** The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If the Department approves the Recipient's request to subaward, subcontract, or assign any or all of the work to be performed under this agreement, those arrangements shall be evidenced by a written contract between the Recipient and the third party that contains all provisions necessary to ensure the third party's compliance with applicable state and federal laws, as well as the terms and conditions of this agreement. The Recipient shall ensure that any third party performing work under this agreement are individuals, who meet or exceed any specified training qualifications and possess any necessary certification or licensing for their respective industry. The Recipient is solely liable to the third party for all expenses and liabilities incurred under their third-party agreement. The Recipient may be entitled to reimbursement of some third-party expenses if expressly approved in Section III of this agreement.
- (b) **Subrecipient Responsibilities:** If the third party is determined to have a subrecipient relationship with the Recipient identified in this agreement, the third party is required to comply with all provisions outlined in section IX of this agreement. The Recipient shall include the aforementioned requirements in their third-party agreement.
- (c) **Subrecipient agreements:** Pursuant to section 215.971, F.S., the contractual agreement between the Recipient and any third-party subrecipient performing work under this award shall include, or be amended to include:
 - (i) A scope of work that clearly establishes the tasks and activities the third party will perform.
 - (ii) Specific deliverables related to the tasks/activities outlined in the scope of work.
 - (iii) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.
 - (iv) The financial consequences that will apply if the minimum level of performance is not attained.
 - (v) The financial consequences that will apply if the third party fails to perform in accordance with the contract.
- (d) **Timely Payment of Advanced Funds to Third Parties:** If the Recipient receives a cash advance under this award to pay an invoice for a third-party subrecipient or contractor, the Recipient shall make payments to the third party within seven (7) working days of the receipt of the advanced funds. Pursuant to section 287.0585, F.S., the Recipient's failure to pay the third-party subrecipient or contractor within this time frame shall result in a statutory penalty against the Recipient and paid to the third party in the amount of one-half of one percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance.

(8) Non-profit Recipient Additional Requirements: If the Recipient is a non-profit organization, the Recipient must adhere to the conditions outlined below. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, and/or any in-kind payments, reimbursements, or allowances for moving expenses, vehicles or other transportation, phone services, medical services, housing, and meals.

- (a) **Allocations for Remuneration Form:** Pursuant to section 216.1366(3), and Executive Order 22-44, a Recipient that is a non-profit entity must provide documentation indicating the amount of state

financial assistance allocated for remuneration to any member of the Recipient's board of directors or an executive officer within the Recipient organization. If required by a condition listed in Section VIII of this agreement, the Recipient shall post the completed "Nonprofit State Fund Allocations for Remuneration" form on their website, if the Recipient maintains a website.

- (b) Compensation Paid Using State Funds Form: If required by a condition listed in section VIII of this agreement, the Recipient shall post any complete "Compensation Paid Using State Funds" form on their website, if the Recipient maintains a website.
- (c) IRS Form 990: Pursuant to Executive Order 22-44, a Recipient that is a non-profit entity that receives 50% or more of their annual funding from the State of Florida must submit a copy of their IRS Form 990 to the Department when it is filed. Any subsequent changes or corrections that are made to a Form 990 during the project period must be submitted to the Department within 30 days of the change.

(9) Indemnification: The Recipient is required to adhere to the conditions outlined below.

- (a) Limitations of Liability: Both the Recipient and the Department agree to defend, indemnify, and hold harmless the other party, and their officers, agents, and employees, from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials, agents, partners, employees, subrecipients, or contractors acting within the scope of their official duties, or arising out of or resulting from activities performed under this agreement. Each party's indemnification is expressly limited to the amounts set forth in section 768.28(5), Florida Statutes. The foregoing shall not constitute an agreement by either party to assume liability of any kind for the acts, omissions, and/or negligence of the other party or the other party's officials, agents, partners, employees, subrecipients, or contractors.
- (b) Limitations of Liability for Intellectual Property: The Recipient shall fully defend, indemnify, and hold harmless the State of Florida and the Department from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right. The foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by this agreement. If any product is the subject of an infringement suit, or the Recipient believes is likely to become the subject of such suit, the Recipient may, at its sole expense, procure for the Department the right to continue using the product or to modify the product to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental cost for past use. The Department shall not be liable for any royalties.
- (c) Indemnification Contingencies: The Recipient's obligations under paragraphs (a) and (b) above, with respect to any legal action, are contingent upon the State of Florida or the Department giving the Recipient: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend such action at the Recipient's sole expense; and (3) assistance in defending the action at the Recipient's sole expense. The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.
- (d) Sovereign Immunity: Nothing in this agreement shall constitute a waiver of the Recipient's rights, privileges, and immunities under the doctrine of sovereign immunity or provisions in section 768.28, F.S.

(10) Termination Provisions: This agreement is subject to the following conditions relating to termination and force majeure.

- (a) Termination for Cause: The Department shall notify the Recipient, in writing, if corrective action is required for any issue of noncompliance, nonperformance, or unacceptable performance of work

under this agreement. If the Recipient fails to implement and/or maintain a corrective action plan agreed upon by the Department, the Department may, at its sole discretion, terminate the agreement.

- (b) Termination Due to Funding Reversion: If the appropriation for this agreement is withdrawn or redirected, the Department shall provide written notice to the Recipient at the earliest possible time. The termination of this agreement due to a funding reversion shall not constitute a default by the State of Florida or the Department.
- (c) Termination for Convenience: The Department may terminate this agreement, in whole or in part, by providing written notice to the Recipient that it is in the best interest of the State of Florida or the Department to do so. Any activity performed after the receipt of the termination notice is the sole responsibility of the Recipient. The Recipient shall not be entitled to recover any cancellation charges or lost profits.
- (d) Recipient's Responsibilities upon Termination: Upon receipt of a notice of termination, the Recipient shall:
 - (i) Stop all work on the date the termination notice is received to the extent specified in the written notice;
 - (ii) In the event the termination notice results in a partial termination, complete the performance of work under the agreement that was not terminated by the Department;
 - (iii) Take action as necessary, or as specified by the Department, to protect and preserve any property in the Recipient's possession in which the Department has or may acquire an interest; and
 - (iv) Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this agreement. No additional compensation will be paid to the Recipient for its services in connection with the transfer or assignment.
- (e) Force Majeure: Neither the Recipient nor the Department shall be liable to the other party for any delay or failure to perform under this agreement if such delay or failure is neither fault of nor caused by the negligence of the performing party, its officials, agents, partners, and employees, and the delay is directly attributable to acts of Gods, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond the performing party's control, or for any of the foregoing acts that affect subrecipients, contractors, or suppliers if no alternate source of supply is available. In the event a delay arises from the foregoing acts, the performing party shall take all reasonable measures to mitigate resulting damages, costs, delays, or disruptions to the performance requirements under this agreement. Nothing in this paragraph shall be construed to automatically extend the award period or the availability of the funding to be disbursed under this agreement.
- (f) Notification Requirements for Force Majeure Delays: If the Recipient believes a delay is excusable under paragraph (e) above, the Recipient shall notify the Department in writing of the actual or potential delay and its cause. This notice must be provided within 10 calendar days after the Recipient knew or reasonably should have known that the delay would occur, or within five (5) calendar days after the Recipient first had reason to believe a delay could result if the delay was not reasonably foreseeable. The foregoing notification requirement shall not be construed to constitute the Recipient's sole remedy or excuse with respect to the delay. Providing the notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, at its sole discretion, shall make a determination if the delay is excusable under paragraph (e) above and notify the Recipient of such determination in writing. No claim for damages associated with the delay shall be asserted against the Department and the Recipient shall not be entitled to an increase in the amount of funding provided by this agreement or additional payments of any kind from the Department.
- (g) Resuming Activities after Force Majeure Delays: If performance is suspended or delayed, in whole or in part, due to any act in paragraph (e) above, and as validated by the Department under paragraph (f), the Recipient shall resume performance as soon as reasonably feasible after the

conclusion of the delaying act, unless advised otherwise in writing by the Department. If the Department determines, at its sole discretion, that the delay will significantly impair the ability of the Recipient to complete the activities under this award agreement, and within the maximum allowable remaining project timeframe to fully complete outstanding activities and liquidate allowable obligations, the Department may, in whole or in part, terminate the agreement upon providing written notice to the Recipient of such decision.

- (e) Severability: In the event any provisions of this agreement, in whole or in part, are determined to be void or unenforceable by a court of competent jurisdiction, the specific provision(s) will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions not affected by the court's determination remain in full force and effect.
- (f) Survival: Any term, condition, or obligation of the Recipient and the Department in this agreement, whether by its express term, nature, or context, that is intended to survive the termination or expiration of this agreement, shall survive any such termination or expiration.

SECTION X: SIGNATURES

In witness whereof, the Department and Recipient affirm they each have read and agree to the conditions set forth in Section IX through Section X of this agreement, have read and understand the agreement in its entirety, and have executed this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Award ID: AJ005

Award Amount: \$698,952.00

**Recipient
DeSoto County Board of County Commissioners**

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Steve Hickox, Chairman

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

**Florida Department of Law Enforcement
Bureau of Criminal Justice Grants**

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: _____ Date: _____

Printed Name and Title: Cody Menacof, Bureau Chief



DeSoto County

7/28/2026

Item #: 5.

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

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

TITLE & DESCRIPTION:

Apex Companies, LLC - Utilities - Facilities Plan

REQUESTED MOTION:

Approve Work Authorization 25/26-09 authorizing Apex Companies, LLC, to develop and prepare a comprehensive Drinking Water Facilities Plan for DeSoto County.

SUMMARY:

Apex Companies, LLC - Utilities - Facilities Plan

BACKGROUND:

Apex Companies, LLC (CONSULTANT), provided a proposal for a Drinking Water Facilities Plan. The Drinking Water Facilities Plan will evaluate the County's existing potable water system, identify current and future system needs, develop and compare feasible alternatives, recommend a preferred capital improvement program, and prepare the supporting planning documentation needed for Florida Department of Environmental Protection (FDEP) Drinking Water State Revolving Fund (DWSRF) review.

The intent of this effort is to provide DeSoto County with a practical, funding-ready planning document that supports long-term potable water reliability, service area planning, system resiliency, and implementation of priority improvements over the planning horizon. The Facilities Plan will be prepared in general accordance with Chapter 62-552, F.A.C., and FDEP's DWSRF planning requirements, including documentation of existing and recommended facilities, population and water demand projections, alternatives analysis, environmental effects and benefits, financial feasibility support, implementation schedule, and adoption of the planning recommendations.

FUNDS:

Budget Amount: \$149,410.00

ITEM #: 5.

Actual Agenda Item Cost: **\$149,410.00**

Account Number: **410- 70965333100000**

Explanation: **Professional Services**

PROJECT AGREEMENT

Between

DESOTO COUNTY, FLORIDA

And

**Apex Companies, LLC through its wholly owned subsidiary the Weiler
Engineering Corporation**

for

Work Authorization No. _____

Drinking Water Facilities Plan

Exhibit “1”

Project Description

Apex Companies, LLC (CONSULTANT) is pleased to provide this proposal for a Drinking Water Facilities Plan. The Drinking Water Facilities Plan will evaluate the County’s existing potable water system, identify current and future system needs, develop and compare feasible alternatives, recommend a preferred capital improvement program, and prepare the supporting planning documentation needed for Florida Department of Environmental Protection (FDEP) Drinking Water State Revolving Fund (DWSRF) review.

The intent of this effort is to provide DeSoto County with a practical, funding-ready planning document that supports long-term potable water reliability, service area planning, system resiliency, and implementation of priority improvements over the planning horizon. The Facilities Plan will be prepared in general accordance with Chapter 62-552, F.A.C., and FDEP’s DWSRF planning requirements, including documentation of existing and recommended facilities, population and water demand projections, alternatives analysis, environmental effects and benefits, financial feasibility support, implementation schedule, and adoption of the planning recommendations.

Exhibit “2”

Scope of Services and Project Schedule

General Project Understanding

DeSoto County Utilities (DCU) provides potable water service to portions of unincorporated DeSoto County, including the Lake Suzy service area. The City of Arcadia operates as a separate service provider within its service area; however, it receives water from DCU through an interconnect meter on NE Turner Avenue. The County’s potable water system is supplied through the Peace River Manasota Regional Water Supply Authority (PRMRWSA), which provides wholesale treated drinking water from the Peace River regional water supply system. DeSoto County also operates a water treatment plant known as the DeSoto Correctional Institute DCI Water Plant which serves correctional institutions on SR 70.

Because the County relies on regional wholesale supply, the Facilities Plan will focus on the County-owned infrastructure needed to reliably receive, store, pump, and distribute potable water to existing and future customers. This includes evaluation of the County’s service area, wholesale supply allocation, delivery points, transmission and distribution mains, North Booster Pump Station, storage facilities, pressure and fire flow needs, emergency power and operational resiliency, and future demand projections.

The Drinking Water Facilities Plan will also consider planned regional water supply improvements and coordination needs with PRMRWSA where those improvements may affect DeSoto County’s long-term supply reliability, system capacity, and ability to serve projected growth. Special attention will be given to the Lake Suzy service area, existing and proposed service area boundaries, potential unserved or future service areas, and projects that may improve system looping, pressure, redundancy, and emergency response.

The final Drinking Water Facilities Plan will be structured to support FDEP review and acceptance and to serve as the basis for future design, permitting, funding applications, bidding, and construction of selected improvements, if authorized under separate task orders or future phases.

Scope of Services

Task 1: Project Kickoff, Data Collection, and Funding Coordination

CONSULTANT will initiate the project with a kickoff meeting with DeSoto County staff to confirm project goals, available data, funding objectives, known system concerns, planned developments, service area priorities, and desired schedule. This task will establish the planning approach and identify the information needed to complete the Facilities Plan.

CONSULTANT will generally perform the following:

- Conduct one project kickoff meeting with County staff.

- Prepare and submit a data request for available potable water system records.
- Review available County-provided and publicly available information, which may include GIS mapping, as-built drawings, service area maps, customer records, water purchase records, Consumer Confidence Reports, operating data, utility budgets, rate information, prior studies, capital improvement plans, and FDEP/DWSRF correspondence.
- Review available DWSRF project information, including any prior Request for Inclusion, project number, priority list placement, funding correspondence, or planning requirements provided by the County.
- Identify planning assumptions, key data gaps, and items requiring County confirmation.
- Coordinate with FDEP/DWSRF staff, as appropriate, to confirm planning document expectations, funding readiness requirements, and anticipated review process.

Task 2: Existing Potable Water System Evaluation

CONSULTANT will document the County's existing potable water system and evaluate major system components at a planning level. The evaluation will focus on the facilities and operational issues most relevant to long-term system reliability, capacity, and DWSRF planning.

CONSULTANT will generally evaluate and document:

- PRMRWSA wholesale water supply arrangement, allocation, and available delivery information.
- Existing and proposed potable water service areas, including the Lake Suzy service area and areas outside the City of Arcadia utility service area.
- Existing transmission and distribution system configuration, including major mains, interconnections, looping, dead ends, and known limitations.
- Booster pump stations, including available pump capacity, redundancy, controls, emergency power, and operational constraints.
- Storage facilities, including tank volume, operating levels, condition information, useful life, and operational role.
- Pressure, fire flow, and level-of-service considerations based on available data.
- Water quality and compliance information relevant to the County's distribution system, including available Consumer Confidence Reports, disinfection residual data, lead and copper line inventory information, sanitary surveys, or FDEP correspondence provided by the County.
- Known system issues, such as pressure complaints, main breaks, aging infrastructure, flushing concerns, un-looped mains, limited redundancy, or areas of anticipated growth.
- Existing operation and maintenance practices and the County's technical, managerial, and financial capacity as needed for the planning document.
- A high level review of the operational history and visual inspection of the DCI WTP.
- Development of a water use audit of the water purchased from PRMRWSA for the past 3 full years. This is a desktop effort using info supplied by DCU similar to the work performed by WEC in prior years.

This task is intended as a planning-level evaluation. Detailed hydraulic modeling, field testing, hydrant flow testing, tank inspection, pump testing, survey, and subsurface utility investigation are excluded unless separately authorized.

Task 3: Service Area, Population, and Water Demand Projections

CONSULTANT will develop planning-level population and water demand projections for the required planning horizon. The projections will be used to evaluate whether the County's existing infrastructure and wholesale allocation are adequate to serve existing and projected needs and to support the alternatives analysis.

CONSULTANT will generally perform the following:

- Review existing service area information, customer counts, historical water usage, and available growth projections.
- Review adopted level-of-service standards and coordinate with County staff to confirm the demand projection methodology.
- Develop present and historic usage summaries based on available water purchase records, billing records, or operating data.
- Develop minimum 20-year population and water demand projections for the County potable water system.
- Evaluate projected average day, maximum day, and peak demand conditions, as data allows.
- Compare projected demands to available PRMRWSA allocation, delivery capacity, storage capacity, booster pumping capacity, and distribution system limitations.
- Identify service areas, growth areas, or demand conditions that may drive future capital improvements.

Task 4: Facilities Plan Mapping and Figures

CONSULTANT will prepare planning-level maps and figures needed to support the Facilities Plan and FDEP review. Mapping will be based on County-provided GIS data, publicly available data, and available planning information.

Figures may include, as applicable:

- Project location map.
- Existing potable water service area map (previously prepared by CONSULTANT).
- City and County boundary map.
- Existing and proposed service area map.
- Major water system facilities map, including transmission mains, distribution mains, booster pump stations, storage tanks, and PRMRWSA delivery/interconnection points as available.
- Lake Suzy service area figure.
- Potential improvement areas and recommended project locations.
- Floodplain and resiliency review figures.

- Environmental review support figures, if applicable.

Mapping will be suitable for planning-level use and inclusion in the Facilities Plan. Survey-grade mapping, legal descriptions, easement exhibits, record drawings, and construction drawings are not included.

Task 5: Need for Project and Problem Definition

CONSULTANT will prepare a project need and justification section documenting why improvements are needed and how the recommended projects will benefit the County and its utility customers. The project need will be developed based on the existing system evaluation, demand projections, County input, and funding objectives.

The need for project may include, as applicable:

- Aging or undersized water mains.
- Need for improved pressure, fire flow, or service reliability.
- Need for additional storage, pumping capacity, or operational redundancy.
- Need to support future growth within the County's utility service area.
- Need to improve service to Lake Suzy or other priority service areas.
- Need to reduce dead ends, improve looping, or improve water age/flushing conditions.
- Need to improve resiliency during power outages, droughts, main breaks, storms, or other emergencies.
- Need to coordinate County-owned infrastructure with regional PRMRWSA supply and transmission improvements.
- Need to position priority projects for DWSRF funding.

Task 6: Development and Evaluation of Alternatives

CONSULTANT will develop and compare feasible alternatives to address the identified potable water system needs. The alternatives analysis will be structured to satisfy FDEP planning requirements and to provide a defensible basis for selecting the preferred alternative or capital improvement program.

Alternatives may include, as applicable:

- No Action alternative.
- Targeted water main replacement or upsizing.
- Transmission main improvements to improve capacity and reliability.
- Distribution main looping to improve pressure, water quality, and redundancy.
- Storage improvements, including tank rehabilitation, replacement, or additional storage.
- Booster pump station improvements, including capacity upgrades, controls, standby power, and redundancy.
- Service area expansion or phased extension alternatives.
- PRMRWSA coordination alternatives, including review of allocation, delivery points, or regional supply/transmission improvements affecting DeSoto County.

- Conservation, water loss reduction, and operational improvements that may defer or reduce capital needs.
- Resiliency improvements to protect critical utility assets and maintain service during emergencies.

For each alternative, CONSULTANT will develop a planning-level discussion of technical feasibility, advantages and disadvantages, implementation considerations, approximate useful life of major components, planning-level capital cost, anticipated operation and maintenance impacts, and life-cycle cost considerations. The comparison will consider cost, reliability, constructability, regulatory requirements, environmental effects, resiliency, service benefits, and long-term County priorities.

Task 7: Preferred Alternative and Recommended Capital Improvements

Based on the alternatives analysis and County input, CONSULTANT will identify a preferred alternative or recommended capital improvement program. The preferred alternative may include a phased implementation plan if multiple projects are needed over the planning horizon.

CONSULTANT will generally prepare:

- Description of the recommended improvements.
- Basis for selection and comparison to other alternatives.
- Planning-level opinion of probable construction cost.
- Estimated engineering, administrative, legal, contingency, and other soft cost allowances.
- Planning-level O&M cost impacts.
- Repair and replacement cost considerations, if applicable.
- Useful life assumptions for major project components.
- Phasing recommendations, if applicable.
- Implementation schedule for planning, design, permitting, funding, bidding, and construction.

Task 8: Environmental Review and Source Water Protection Support

CONSULTANT will prepare environmental review support information for inclusion in the Facilities Plan. FDEP performs the formal environmental review and publishes the Environmental Information Document; however, the planning document must include sufficient information to support that review.

CONSULTANT will generally address:

- Environmental benefits of the proposed project.
- Potential impacts to flora, fauna, threatened or endangered species, wetlands, surface water bodies, prime agricultural lands, and undisturbed areas based on available desktop information.
- U.S. Fish and Wildlife Service species list information for the project area.
- Potential human health or environmental effects on minority or low-income communities.

- Source water protection considerations, including available FDEP Source Water Assessment information and potential pollution sources relevant to the Peace River regional water supply or County-owned facilities, as applicable.
- Whether additional environmental coordination, review, or documentation may be required during future design/permitting.
- Project features or recommended practices to avoid, minimize, or mitigate potential impacts.

This task does not include field biological surveys, wetland delineations, listed species surveys, cultural resource assessments, Phase I/II environmental site assessments, environmental permitting, or mitigation design unless separately authorized.

Task 9: Floodplain Management and Resiliency Review

Apex will prepare a planning-level floodplain and resiliency review for proposed utility assets in accordance with FDEP planning checklist expectations. This task will focus on identifying whether proposed improvements are located within mapped flood hazard areas and whether mitigation should be considered to protect critical utility operations.

CONSULTANT will generally perform the following:

- Review available FEMA flood mapping for proposed project areas.
- Identify proposed utility assets that may be vulnerable to flooding.
- Evaluate whether relocation outside the floodplain is feasible at a planning level, if applicable.
- Identify potential mitigation measures to reduce damage and service disruption for critical assets.
- Document asset vulnerability considerations, including relative consequences of failure, operational impact, and priority need for mitigation.
- Incorporate floodplain mitigation considerations into the alternatives analysis, if applicable.

Task 10: Financial Feasibility and Business Plan Support

CONSULTANT will provide engineering support for the financial feasibility section of the Facilities Plan and for the County's DWSRF Business Plan inputs. This task is intended to support the funding application process and demonstrate the planning-level financial impacts of the recommended improvements.

CONSULTANT will generally provide:

- Planning-level capital cost summary for the recommended improvements.
- Planning-level O&M cost impacts.
- Implementation schedule and anticipated cash flow by phase, if applicable.

- Summary of proposed system charges, rates, fees, or revenues based on County-provided financial information.
- Engineering support for the DWSRF Business Plan.
- Coordination with County financial staff or the County's financial consultant, if applicable.
- Identification of information needed from the County to demonstrate financial feasibility and loan repayment ability.

CONSULTANT will not prepare a full rate study, revenue sufficiency analysis, audit, bond counsel opinion, or financial feasibility certification unless separately authorized.

Task 11 & 12: Draft and Final Drinking Water Facilities Plan

CONSULTANT will prepare a Draft Drinking Water Facilities Plan for County review. Following receipt of County comments, Apex will prepare a revised plan for submittal to FDEP/DWSRF. Apex will coordinate with FDEP regarding review comments and prepare a Final Facilities Plan suitable for acceptance.

The Facilities Plan is anticipated to include the following sections:

- Executive Summary.
- Project Description and Service Area.
- Existing Potable Water System.
- Population and Water Demand Projections.
- Need for Project / Problem Definition.
- Development and Evaluation of Alternatives.
- Preferred Alternative and Recommended Improvements.
- Environmental Effects and Benefits.
- Floodplain Management and Resiliency Review.
- Financial Feasibility / Business Plan Support.
- Implementation Schedule.
- Adopting Resolution / Project Authorization Support.
- Appendices, figures, cost estimates, correspondence, and supporting documentation.

CONSULTANT will provide one draft for County comment and one final signed-and-sealed Facilities Plan. Additional major revisions, additional alternatives, or additional submittals beyond those identified above may be provided as additional services.

Deliverables

Apex will provide the following deliverables:

- Project kickoff meeting agenda and data request.
- Existing system summary and planning assumptions.
- Planning-level service area, project location, and facilities maps.

- Minimum 20-year population and water demand projections.
- Alternatives analysis and life-cycle cost comparison.
- Preferred alternative and planning-level opinion of probable cost.
- Environmental review support documentation.
- Floodplain management and resiliency review documentation.
- Financial feasibility/business plan support information.
- Draft Drinking Water Facilities Plan for County review.
- Final signed-and-sealed Drinking Water Facilities Plan.

Exclusions and Owner Requirements

The following items are excluded from CONSULTANT's scope of services unless specifically authorized under separate agreement or contract amendment:

- Owner-Provided Information: The County shall provide available records, GIS data, water use records, customer counts, utility maps, as-built drawings, prior planning documents, PRMRWSA agreements, rate schedules, financial information, FDEP correspondence, and other documentation needed to complete the Facilities Plan. Apex will rely on the accuracy and completeness of information provided by the County and other sources.
- Surveying and Utility Locating: No boundary, topographic, route, easement, bathymetric, or as-built surveying is included. No subsurface utility engineering, utility locating, or test holes are included.
- Field Testing and Inspections: No hydrant flow testing, pump testing, tank inspection, leak detection, valve exercising, water quality sampling, or other field testing is included. Site visits may be conducted for general visual review only, if authorized and included in the fee.
- Hydraulic Modeling: Detailed hydraulic modeling or calibration of a water distribution model is excluded unless specifically included as an additional service. Planning-level capacity review may be performed using available data.
- Engineering Design: No construction drawings, technical specifications, design calculations, bid documents, or detailed permitting documents are included.
- Environmental Studies: No wetland delineations, listed species surveys, biological assessments, cultural resource surveys, Phase I/II environmental site assessments, contamination assessments, or mitigation plans are included. Desktop environmental review support for the Facilities Plan is included only as described in the scope.
- Permitting: No permit applications, permit fees, agency application fees, or construction permit submittals are included. Permit identification at a planning level is included.
- Financial Services: Apex will provide engineering support for financial feasibility and business plan inputs; however, formal rate studies, audits, bond counsel services, financial advisory services, debt issuance support, and revenue sufficiency certifications are excluded.
- Funding and loan application submittals are not included in this scope.

- Legal Services: Easement acquisition, title work, legal descriptions, service agreements, resolutions, interlocal agreements, and legal review are excluded. Apex may provide technical support to County counsel if authorized.
- Public Meetings: Scope does not include public meetings, workshops, board meetings, or stakeholder meetings. These may be provided as additional services.
- Detailed Cost Estimates: Opinions of probable cost will be planning-level estimates prepared for alternatives comparison and funding planning. Contractor quotes, bid-ready quantities, detailed engineer's estimates, and guaranteed construction costs are excluded.
- Construction Phase Services: Bidding, contractor procurement, construction administration, CEI, shop drawing review, RFIs, pay application review, resident observation, and project closeout are excluded.
- Regulatory or Scope Changes: If FDEP, DWSRF, PRMRWSA, or other agencies require additional scope beyond the planning services described herein, CONSULTANT will notify the County and submit a proposal for additional services or schedule adjustments.
- Anything not specifically listed under the Scope of Services is excluded.

Subconsultant Services

No subconsultant services are anticipated for the base Facilities Plan scope. If specialized services are required, such as surveying, hydraulic modeling, environmental field studies, financial consulting, or geotechnical evaluation, Apex can assist the County in identifying the appropriate additional services and will provide a separate proposal or amendment prior to proceeding.

Anticipated Project Schedule

The final facilities plan is anticipated to be completed within one year of authorization pending review time by the County and turnaround time for information provided by DCU.

Incorporation of Engineering Services Agreement

All terms and conditions of the Engineering Services Agreement between the County and WEC, an Apex Company dated October 16, 2025, not specifically modified by the Project Agreement, shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference.

The remainder of this page has been intentionally left blank

Payment Schedule

Drinking Water Facilities Plan.....\$ 149,410.00

Fee is lump sum (fixed fee) and will be invoiced monthly based on percent complete.

Engineering Services - Drinking Water Facilities Plan

Description	Principal	FL Reg. P.E.	FL Reg E.I.	Senior Eng. Designer	Construction Inspector	Clerical	Total Hrs
Task 1 - Project Kickoff/Data Collection/Funding Coordination	8.00	24.00	32.00	40.00			104.00
Task 2 - Existing Potable Water System Evaluation	8.00	32.00	80.00	80.00			200.00
Task 3 - Service Area/Population/Water Demand Projections	6.00	8.00	16.00	24.00			54.00
Task 4 - Facilities Plan Mapping and Figures	4.00	20.00	40.00	80.00			144.00
Task 5 - Need for Project and Problem Definition	4.00	4.00	12.00	12.00			32.00
Task 6 - Development and Evaluation of Alternatives	6.00	32.00	60.00	40.00			138.00
Task 7 - Preferred Alternative/Recommended Capital Improvements	6.00	16.00	40.00	32.00			94.00
Task 8 - Environmental Review/Source Water Protection Support	6.00	12.00	16.00	24.00			58.00
Task 9 - Floodplain Management and Resiliency Review	4.00	10.00	12.00	24.00			50.00
Task 10 - Financial Feasibility and Business Plan Support	4.00	12.00	24.00	16.00			56.00
Task 11 - Draft Facilities Plan	6.00	40.00	80.00	40.00		16.00	182.00
Task 12 - Final Facilities Plan	6.00	12.00	32.00	24.00		10.00	84.00
Total Hours	52.00	222.00	444.00	436.00		26.00	1196.00
Rate	\$165.00	\$140.00	\$125.00	\$115.00	\$85.00	\$45.00	
Total Cost	\$8,580.00	\$31,080.00	\$55,500.00	\$50,140.00		\$1,170.00	

\$ 149,110.00 Sub Total
 \$ 300.00 Reimbursibles
\$ 149,410.00 TOTAL

**DESOTO COUNTY PROFESSIONAL SERVICES
WORK AUTHORIZATION
ENGINEERING SERVICES
APEX COMPANIES, LLC.**

~~THIS WORK AUTHORIZATION~~

1	WORK AUTHORIZATION#	APEX -25/26-09
2	SHORT TITLE	Utilities- Drinking Water Facilities Plan
3	DATE SUBMITTED	7/28/26
4	AMOUNT (LUMP SUM)	\$149,410.00
5	SCHEDULED COMPLETION	7/28/2027

~~CONTRACT AND BUDGET OVERVIEW~~

TOTAL OF 2025/2026 AUTHORIZATION TO DATE	\$ 726,519.89
THIS WORK AUTHORIZATION	\$ 149,410.00
TOTAL WORK AUTHORIZATION FOR FISCAL YEAR 2025/2026	\$ 875,929.89

IN EXECUTING THIS WORK AUTHORIZATION, IT IS UNDERSTOOD THAT:

1. UNLESS SPECIFIED HEREIN, WORK DOES NOT INVOLVE WATERCRAFT, BOAT PIERS AND OR OTHER ACTIVITIES REQUIRING ADDITIONAL WORKERS COMPENSATION.
2. CONTACT OR INVOLVEMENT WITH HAZARDOUS MATERIALS IS NOT ANTICIPATED. IF HAZARDOUS MATERIALS ARE ENCOUNTERED, THE COUNTY MUST BE INFORMED IMMEDIATELY.
3. THE SCOPE OF WORK AND DELIVERABLES FOR THIS WORK AUTHORIZATION ARE AS SET FORTH IN THE CORRESPONDING PROJECT AGREEMENT.
4. THE WORK PERFORMED UNDER THIS WORK AUTHORIZATION MUST COMPLY WITH, ALL TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT BETWEEN APEX COMPANIES, LLC AND THE COUNTY APPROVED OCTOBER 14, 2025, INCLUDING THE RATE SCHEDULE CONTAINED THEREIN.

APPROVED BY DESOTO COUNTY:

STEVE HICKOX, CHAIRMAN

APPROVED BY DESOTO COUNTY:

MANDY HINES, COUNTY ADMINISTRATOR

**APPROVED BY WEILER
ENGINEERING CORP:**

MICHAEL J. GIARDULLO, P.E.
DIRECTOR OF CIVIL ENGINEERING
APEX COMPANIES, LLC

DATE OF BOCC APPROVAL (if applicable): 7/28/26



DeSoto County

7/28/2026

Item #: 6.

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

DEPARTMENT: Utilities
SUBMITTED BY: Megan Deuchar
PRESENTED BY: Greg Harris

TITLE & DESCRIPTION:

Piggyback Agreement / City of Ormond Beach / Electrical and Mechanical Maintenance, Incorporated

REQUESTED MOTION:

Approve the Piggyback Agreement with the City of Ormond Beach and Electrical and Mechanical Maintenance, Incorporated, for utilities motor and pump repair services.

SUMMARY:

Staff is requesting approval to utilize the existing Agreement between the City of Ormond Beach and Electrical and Mechanical Maintenance, Inc., for motor and pump repair services needed to support Utilities Department operations.

BACKGROUND:

The Agreement between the City of Ormond Beach and Electrical and Mechanical Maintenance, Inc. (EMMI), became effective on November 4, 2025, and includes a three-year initial term, active through November 4, 2028, with two one-year renewal options. The City of Ormond Beach competitively procured and entered into this Agreement for utilities motor and pump repair services. The contract includes inspection, evaluation, repair, testing, and related services for pumps, electric motors, and associated equipment. Piggybacking this Agreement will provide the Utilities Department with timely and cost-effective access to qualified repair services on an as-needed basis.

FUNDS:

Budget Amount: Dependent on need.
Actual Agenda Item: Dependent on need.
Cost: Dependent on need.
Account Number: Varies dependent on need.

ITEM #: 6.

**COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT
BETWEEN DESOTO COUNTY, FLORIDA AND
ELECTRICAL AND MECHANICAL MAINTENANCE, INCORPORATED**

DESOTO COUNTY, Florida, pursuant to Section 4.10.1 of the DeSoto County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement (Piggyback) with **ELECTRICAL AND MECHANICAL MAINTENANCE, INCORPORATED** ("Contractor"), to provide Utilities Motor and Pump Repair Services to DeSoto County (the "Services"), under the same terms and conditions as the agreement between the CITY OF ORMOND BEACH and the Contractor, Contract Number RFP 2025-40 (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, with a date of expiration of November 4, 2028, which Agreement resulted from a competitive procurement.

DeSoto County has reviewed the Agreement and proposal results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to DeSoto County under the same price(s), terms and conditions as the referenced Agreement above, subject to the below:

1. All references in the Agreement between the parties shall be assumed to pertain to and are binding upon Contractor and DeSoto County. All references in the Agreement to "City of Ormond Beach" or shall be substituted with "DeSoto County, Florida".
2. The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this agreement or the contract shall be the appropriate state court in DeSoto County, Florida, in any such action, Florida law shall apply.
3. That the DeSoto County Administrative Agent for the Notice provisions under Section 9 of the Agreement is as follows:

Mandy J. Hines County Administrator DeSoto County 201 East Oak Street, Suite 201 Arcadia, FL 34266	With a copy to: County Attorney Office 201 East Oak Street, Suite 201 Arcadia, FL 34266
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4. Contractor shall be required to comply with the requirements under Florida's Public Records Law contained in Section 22 of the City of Ormond Beach Agreement, however the custodian of public records shall be as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBICC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

Agreed, accepted and consented to the _____ day of _____, 2026.

WITNESS:

**ELECTRICAL AND MECHANICAL
MAINTENANCE, INCORPORATED**

Signature

BY: _____

Print Name

ITS: _____

ATTEST:

DESOTO COUNTY, FLORIDA

Mandy Hines
County Administrator

BY: _____
Steve Hickox

ITS: Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Valerie Vicente
County Attorney

ATTACHMENT “A”
The Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** (“City”), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Electrical and Mechanical Maintenance, Inc.** (“Contractor”), 6115 31st Street East, Bradenton, FL 34203, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated September 10, 2025 (“RFP #2025-40 “Utilities Motor and Pump Repair Services”) attached hereto as Exhibit “A” and the Proposal Pricing attached hereto as Exhibit “B” are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

A. Authorization for Services.

1. Prior to authorization for professional services by Contractor:
 - (a) City and Contractor shall develop a well-defined project description and complete understanding of the scope of services to be provided.
 - (b) Contractor shall provide City with a detailed proposal that provides the total estimated cost for each phase of services based on the prices set forth on Exhibit “B”. If the proposal is accepted by City, the City shall issue and execute a written Work Authorization to be signed by Contractor.
 - (c) Based on the nature and cost of the services, City may obtain an independent estimate to evaluate the reasonableness of Contractor’s estimate.
2. Each Work Authorization shall contain:
 - (a) The project description.
 - (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
 - (c) The dates for commencement and completion of work.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the number of available projects or that Contractor will perform any project for City during the life of this Agreement. City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of three (3) years. This Agreement will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew.

3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach Joyce Shanahan, City Manager (copy to City Attorney) 22 South Beach Street Ormond Beach, FL 32174	Electrical and Mechanical Maintenance, Inc. Paul Rademaker, Vice President 6115 31 st Street East Bradenton, FL 34203
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10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity,

regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole

discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a)** With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b)** New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c)** If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d)** For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e)** If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT,

COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 4 day of November, 2025.

Witnesses:

CITY OF ORMOND BEACH


Print Name: Taylor Coxhead

By: 
JASON LESLIE
Mayor


Print Name: Elizabeth Walden

By: 
JOYCE SHANAHAN
City Manager

DATED this 7 day of October, 2025.

Witnesses:

**ELECTRICAL AND MECHANICAL
MAINTENANCE, INC.**


Print Name: Maryrose Martin

By: 
Print Name: Paul Rademaker

Title: VP- Business Development


Print Name: Chers Abbas

Attest: 
Print Name: Robin F Farmer Jr.

Title: Service Manager



UTILITIES MOTOR AND PUMP REPAIR SERVICES

Electrical and Mechanical Maintenance Inc.

Paul Rademaker

6115 31st Street East

Bradenton, FL. 34203

941-915-5313

September 10, 2025

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C. Standard General Requirements

Electrical & Mechanical Maintenance Inc. (EMMI)

6115 31st Street East
Bradenton, FL. 34203

Paul Rademaker – Vice President Business Development
941-915-5313

FEIN – 93-4787107

Our organization has been in business in Sarasota/Bradenton since 1983 under the banner Mader Electric. In February 2024, Mader Electric was sold to Electrical & Mechanical Maintenance Inc. (EMMI). Throughout our 38-year tenure, our company has firmly been established within the water/wastewater marketplace. EMMI is an ESOP company with a majority shareholder and over 30 employee shareholders.

Gary Deremer is our majority shareholder and CEO

John Miller is our VP - GM

Paul Rademaker is our VP – Business Development

Rob Farmer is our Service Manager

Leon LE is our inside salesman

These gentlemen represent the core of the largest shareholders of EMMI. The other shareholders have minimum shares within EMMI.

EMMI/Mader has never failed to complete work awarded to us nor defaulted on any contracts.

EMMI/Mader has never had any claims, arbitrations, administrative hearings or lawsuits brought by or against EMMI or Mader Electric during the last five (5) years; nor have we had any criminal proceedings or hearings concerning business related offenses in which the EMMI, its principals or officers or Mader Electric were defendants; EMMI, its principals, officers or Mader Electric have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

D. Transmittal Letter

Electrical & Mechanical Maintenance Inc. (EMMI) is fully aware of our understanding of the work to be done. EMMI has been actively working within the municipal marketplace for 42 years. We have been the recipient of many motor/pump repair contracts over the years. Our company has devoted itself to providing excellent service both in our shop and in the field. Our first motor/pump contract we won was for Sarasota County Utilities back in 1991. From there it was a steady climb of winning contracts from Sarasota to City of Daytona Beach where we currently enjoy a piggyback contract with the city. EMMI understands that water and wastewater plants including lift stations and wells, are critical to the infrastructure of a city in keeping water/sewage flowing to residents and businesses. We therefore understand the importance of delivering fast turnarounds on repairs and field service work. Meeting deadlines ahead of schedule has always been a differentiator for EMMI. We are not considered to be among the “large” motor shops in Florida, who cater to the phosphate/power/industrial marketplace. For them, municipal business is simply a filler from what they make their money off. For EMMI and similar companies of our size and stature, we aggressively go after the municipal marketplace because we can best provide them with resources dedicated to their needs 24/7. We don’t have to “squeeze” in their repairs in between servicing one of our large industrial customers. 95% of our business comes from the water/wastewater industry and we are proud of that distinguishing mark. As you will read further, EMMI has what I believe is the most talented work force in Florida, even among the “large” motor shops. I’ve been in this business for 42 years and I’ve never had a motor/pump shop with such experience and dedication in serving our customers. Our service manager has managed the largest motor shop in Florida and has 23 years of experience both in the shop and in the field. There is nothing he can’t fix or find a cure for any field-related problems. That level of professionalism and wisdom has been passed through our entire company. That is what separates us from the rest of the field.

EMMI submits this bid as a firm and irrevocable offer for the engagement period.

Paul Rademaker – VP Business Development

Paul Rademaker

E. Technical Qualifications of Firm

EMMI is headquartered in Bradenton along with a facility that handles our lift station services in New Port Richey. We have just purchased \$275,000.00 worth of motor shop equipment that will be installed in our new 20,000sf building in Jacksonville early next year. Our long-range plan is to open another motor shop somewhere in south Florida around the Miami area.

Currently, we have a 20,000sf facility in Bradenton that handles all our repairs and from where our field services emanate from. Our motor shop is fully air conditioned and can handle motor repairs up to 1500HP at 4160-volts. We have two 5-ton travelling bridge cranes to support the shop in moving heavy equipment around. We have 5 bench mechanics who disassemble and reassemble rotating equipment. We have two winders who provide all our winding needs for all HP and Voltages. We have a machinist who runs our machine shop and provides us with the necessary machining in-house to maintain quality and fast turnaround time. We have 3 teams of field service technicians all equipped with a service vehicle with auto cranes that handle all field-related work. Push/Pulls of rotating equipment, laser alignment of motors/pumps/blowers, controls including VFD/Soft Start troubleshooting and replacements, preventative and predictive maintenance. All field service technicians can work nights and weekends to satisfy the needs of our customers, especially those under contract.

EMMI does not rely on any subcontractors to handle the workload. We have a 17-ton crane that we own. However, sometimes we need to rent a larger crane to handle push/pulls in the field. Other than that, we are independently sufficient with in-house resources. Furthermore, EMMI handles Wells, both pulling well pumps and installing new as well as installing new drop pipes. We do not do drilling, for that we would need to subcontract that out. EMMI does repair turbine pumps in our shop. If we encounter a turbine pump too large for our lathe, we subcontract that out to our vendor. However, we haven't run into a pump coming out of a municipal facility that we couldn't handle in-house.

EMMI is very proficient at rebuilding all brands of Lift Station Pumps. We are equipped to rebuild Flygt and Sulzer Pumps with ease and very competitively. We are the Sulzer Pump rep for the industrial marketplace in Florida along with a slew of other manufacturers of motors and controls.

EMMI is an EASA Motor shop which allows us full access to their database of winding information and training videos/documentation. We subscribe to their published warranties on rewinds and reconditioning of motors/pumps/blowers/gearboxes.

Finally, EMMI is the exclusive rep for Artesis Predictive Maintenance Controllers. With our patented eMCM controller, we can accurately predict the failure of your rotating equipment (motor/pump/gearbox/blower/generator) six months ahead of a failure and with a 90% accuracy rating. We do this without the use of any sensors on the equipment, just by recording the volts and amps of the motor. We can see the electrical/mechanical/and process related faults of the rotating equipment. Vibration, winding insulation degradation, bearing issues, cavitation, etc. We can also show you where on the pump curve your pump is pumping without the need of pressure and flow meters. Allow us to show this cutting-edge technology to you.

F. Technical Qualifications of the Project Team

EMMI has a very talented team supporting our efforts. The company is run by our general manager John Miller. John has been in the motor repair world for 30+ years. John successfully ran Mader Motors in Ft. Myers and Tampa for 12+ years. His background is a motor winder and is one of the best and fastest winders in Florida. He leads a talented crew of shop/field/office workers, dedicated to providing our customers with the finest repair services in the business.

Paul Rademaker is our VP of Business Development. Paul has been in the motor/pump repair business for 42 years. There is nothing he hasn't seen or done throughout his journey. Paul was hired by Mader Electric back in 1989 and was a pivotal player in developing the upswing in business during his first 22 years of service there. Paul went on to open another successful motor/pump repair business for 10 years before coming back to Mader Electric/EMMI two years ago. Paul has successfully managed motor/pump contracts since winning his first contract for Mader with Sarasota County Utilities in 1991. Contracts are his primary priority and will be the City of Ormond Beach's liaison once the contract is ratified (positive thinking!).

Rob Farmer is our service manager and one of the most talented motor/pump technicians in North America. Rob has an excellent resume including years of service running Tampa Armature Works (TAW) for many years. Rob is extraordinary in troubleshooting and repairing rotating equipment in the field or in our shop. He is a certified crane operator, Level II vibration analyzer, certified welder, controls tech for VFD's/PLC's, and provides free training for our customers on lift station control panels, maintenance and repairs or rotating equipment. A tremendous resource to have at your disposal.

Leon Le is our inside salesman. Been in this business for over 25 years. There is no one more resourceful for finding parts and equipment than Leon. He has contacts in every aspect of motors/pumps/controls. He is very knowledgeable in drives and motors specifically. Leon is also very invested in our company as the second largest shareholder. He truly believes in our company and its future success.

Chuggy Lowery is our shop coordinator. She has been in this role for 8 years. Prior to that she ran one of Motion Industries facilities that was embedded inside Tropicana. Chuggy understands motor services and how to serve our customers with great communication skills. Chuggy will be the one coordinating your motor/pump repairs and communicating with you.

Eddie Whitehead is our shop foreman. He was recently promoted from our winding department to shop foreman. Eddie has many years' experience inside a motor shop and the transition to shop foreman has been smooth and beneficial. Eddie will work with Chuggy in coordinating repairs and communicating with the city.

The rest of the company is made up of dedicated employees who handle the many different aspects of running a motor/pump shop.

We have 5 bench mechanics, 2 winders, 1 machinist, 1 driver, 6 field service technicians, 1 service coordinator, 1 field service supervisor, and 1 accountant.

We would invite the city to take a shop tour of our facility should we be considered for this contract. Seeing and talking with our team would certainly provide a better picture and give greater comfort in who EMMI is.

G. References

Please see attached sheet embedded within the bid documents.

H. Responsiveness

EMMI has the ability to turn equipment around in a timely manner commensurate with the requirements of our clientele. We typically can receive a piece of rotating equipment and have it torn down and quoted to our customers within 3 days. We can rewind a motor and return it to our customer within 2 weeks of receiving the motor. We can recondition a motor and return it to our customer within one week of receiving the motor. If the motor is a rush, we can rewind and turn the motor around in 48 -72 hours depending on size and availability of parts. On a recondition, we can sometimes have the motor flipped in 24 hours or less.

On pumps/blowers/gearboxes, the lead times depend on the severity of the parts needed to complete the rebuilds. Most lift station pumps can be turned around in 1 -2 weeks under normal conditions. Rush jobs are obviously quicker. It's all a matter of communication and needs. We ask our customers not to cry wolf unless it is a true emergency. When it is, we go all out to accommodate. Since our shop handles just about all the work in house, we have complete autonomy to govern what jobs need to be bumped up in the rotation to satisfy our customers.

I. Pricing

Regarding how we price our work, we utilize the Vaughens National Price Guidebook. Most if not all motor shops subscribe to this service. It is an excellent tool for providing motor shops with accurate pricing on motor and pump rebuilding. This guide provides the shop with how many hours it should take to perform certain tasks on motor and pump rebuilding. It provides the average costs of labor and materials for the section of the country you are located in. It is where all motor shops estimate their cost vs. sell price.

Allow me at this time to digress a little bit.

I have been bidding on motor repair bids for 35 years. I thoroughly understand how the process works and why municipalities bid this work out. For years the pricing has dropped significantly to where motor shops are cheating their customers by lying to them about their rates just to win a bid. They will publish ridiculously low labor rates just to win a bid and then manipulate the hours they submit to compensate for their low rates. When I came back to Mader/EMMI several years ago, we made a promise to the industry to stop playing the games and start bidding rates that are in line with Vaughens. I'll bet anyone dollars to donuts that if I bid a 100HP motor rewind using my numbers (Vaughens) against a contractor who lowballs a bid to win it at low rates, our final price to the customer will be within a few percentage points of each other. We will invoice the right amount of hours along with the correct hourly rate (per Vaughens and enough to make a profit) and our competitor will invoice that same sell price but have hours that are double or triple our hours. It's a sham, and one that EMMI will never participate in. I encourage the city and every other municipality that bids on this work to carefully vet their vendors rates and question why some are so low. I've seen motor bids where the labor rates are lower than the minimum wage. That is called fraud, and no city should condone those actions by granting them an award.

Price sheet embedded in Bid Document.

J. Location

EMMI is located at 6115 31st Street East, Bradenton, FL 34203. All work for the city will be handled out of this location. All employees are working from this location except our field techs. Most field techs dispatch from their houses every morning and travel directly to the job site. These techs live in the Tampa area close to I-4.

As previously mentioned, EMMI is planning on opening a shop in the Jacksonville area sometime in 2026. Long range goal is to have one opened in Miami as well.

Our Lift Station crews work out of New Port Richey and are dispatched from there to handle all lift station related work.

Our drivers cover the state with pick ups and deliveries on an as needed basis.



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: UTILITIES MOTOR AND PUMP REPAIR SERVICES

RFP NUMBER: 2025-40

RFP OPENING DATE & TIME: September 10, 2025 at 2:00 pm

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-PROPOSAL MEETING DATE & TIME: None

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Electrical and Mechanical Maintenance Inc.

PROPOSER'S MAILING ADDRESS: 6115 31st Street East

CITY-STATE-ZIP: Bradenton, FL. 34203

F.E.I.N.: 93-4787107

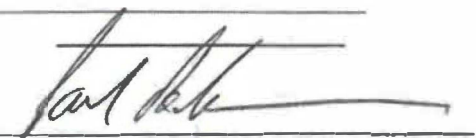
PHONE NUMBER: 941-351-5858

EMAIL: prademaker@electrical-mechanical.com

If returning as a "No Submittal", please state reason (s)

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X


AUTHORIZED SIGNATURE (MANUAL)

Paul Rademaker

NAME (TYPED)

Vice President

TITLE

8-25-25

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator rob.hart@ormondbeach.org. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

PROCUREMENT COMMUNICATION PROTOCOL: To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or person acting on behalf of any of the above are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials unless such communication is specifically authorized in the City's solicitation or addenda. Violation of this provision may be grounds for rejecting a response.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prt>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2024 included 23,788 active water accounts, of which 16,972 were located within the City limits. Records indicate there were 18,027 active sewer accounts, of which 17,451 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 38 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 95 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day and utilizes three (3) reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **UTILITIES MOTOR AND PUMP REPAIR SERVICES** on an "as needed" basis.

II. SCOPE OF SERVICES

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for:

1. Pickup of equipment requested for evaluation and/or repair from affected City of Ormond Beach facility within 72 hours of request.
2. After assessment of equipment, development of a quote for the work necessary to repair to include pricing in accordance with the agreement and timeline to complete the work
3. Execution of work on the equipment, once a Purchase Order referencing the quote has been issued
4. Timely completion of the work
5. Return of repaired equipment within 48 hours of completion of work
6. General responsiveness to requests for evaluation/repair, phone calls and emails

Service under this award will include a full range of pump and electric motor repair services. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. Firms selected shall be capable of providing services including, but not limited to, the following:

PUMP REPAIR SERVICES:

Shaft Repair

Shaft Replacement and Bearing Replacement Seal Repair

Seal Replacement

Wear Ring Replacement Impeller Repair Impeller Replacement

Apply Protective Coatings Volute Repair

Volute Replacement Casing Repair Casing Replacement Dynamic Balancing Clean Pump Assembly of Pump

Performance Testing Pump Curves

Provide Detailed Shop Reports, and Recommendations

ELECTRIC MOTOR REPAIR SERVICES:

Repair Shaft

Replace Bearings

Rewind Motor

Dip and Bake Motor

Balance Motor

Motor Diagnostic

MOTOR TESTING SERVICES:

Megging

HiPot Testing

Surge Testing

Voltage Drop Testing

Core Loss Testing

Provide Detailed Shop Reports and Recommendations

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two additional one (1) year periods thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

IV. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

- A. Title Page: Title page marked, "**UTILITIES MOTOR AND PUMP REPAIR SERVICES**", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
- B. Table of Contents: Include a clear identification of the material included in the proposal by page number.
- C. Standard General Requirements: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

- D. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.
- E. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with troubleshooting and repair of pumps and electric motors such as lift station pump/motors, well pump/motors, transfer pump/motors, and high service pump/motors (5 HP to 300 HP and up to 5000 GPM) of similar size and materials. (Limit response to two pages maximum) Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications. (Limit response to one page maximum per subcontractor)
- F. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. List all certifications appropriate to the work. (Limit response to one page per person)
- G. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
- Entity/Client
 - Location
 - Year Completed
 - Client contact name, Phone and Email
 - Types of equipment serviced
- H. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.
- I. Pricing: Provide not to exceed pricing using the Proposal Pricing Form.
- J. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond City Hall (15 points), Within 50 miles of Ormond Beach City Hall (10 points), Within 100 miles of Ormond Beach City Hall (5 points), Beyond 100 miles of Ormond Beach City Hall (0 points)

V. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., September 10, 2025.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until September 3rd at 4:00 PM. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or

package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VI. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of three individuals from the City's public works department. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications	20
Technical Qualifications of Project Team	20
References	20
Responsiveness	10
Pricing	10
Location	15
Completeness of Proposal	5
TOTAL	100

VII. PRICING AND REFERENCE SHEETS

The following forms are provided to assist firms with preparing proposals:

UTILITIES MOTOR AND PUMP REPAIR SERVICES**RFP NO. 2025 – 40****LIST OF REFERENCES**

1. Entity/Client US Water Services Corp.	
Location Throughout Florida and 22 other states	Year Completed: ongoing
Client Contact Name Eddie Schemenauer	
Email Edward Schemenauer <eschemenauer@uswatercorp.net>	Phone: 727-389-9399
Types of equipment serviced	
We rebuild all their motors/pumps/blowers/gearboxes. We sell them new rotating equipment as well as new VFD's.	

2. Entity/Client Manatee County Utilities	
Location All three WRF plants, WTP, and some L/S Pumps	Year Completed: ongoing
Client Contact Name Rick Svec	
Email rick.svec@mymanatee.org	Phone: 941-812-6388
Types of equipment serviced	
We rebuild all their motors/pumps/blowers/gearboxes. We sell them new rotating equipment as well as the Artesis PdM controllers	

3. Entity/Client City of Bradenton	
Location All WRF and WTP and LS pumps	Year Completed: ongoing
Client Contact Name Don DeMonia	
Email donald.demonia@bradentonfl.gov	Phone: 941-290-9392
Types of equipment serviced	
We rebuild all their motors/pumps/blowers/gearboxes. We sell them new rotating equipment as well as new controls.	

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2025 – 40
LIST OF REFERENCES

4. Entity/Client City of Arcadia		
Location WRF and all lift stations	Year Completed: ongoing	
Client Contact Name Dominick Wolcheck		
Email Dominick Wolcheck <dwolcheck@arcadia-fl.gov>	Phone: 863-231-8113	
Types of equipment serviced		
We rebuild all their motors/pumps/blowers/gearboxes. We sell them new rotating equipment as controls and panels.		

5. Entity/Client City of Daytona Beach		
Location WRF	Year Completed: ongoing	
Client Contact Name Mike Riley		
Email rileymichael@codb.us	Phone: 386-473-3010	
Types of equipment serviced		
We have rebuilt some motors and pumps as well as sell them a large pump station for over \$400,000.00.		

6. Entity/Client City of Riviera Beach		
Location WRF/WTP/Wells	Year Completed: ongoing	
Client Contact Name Mike Miller		
Email mmiller@uswatercorp.net	Phone: 727-808-6249	
Types of equipment serviced		
We are currently rebuilding every motor and pump in their WTP and Well Fields. We are selling them all their rotating equipment as well as all their VFD's.		

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2025 – 40
PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	\$ 100.00
2. Crane Truck Service (including operator) for removing and install pump or motor	HR	\$ 150.00
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ 90.00
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	\$ 125.00
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ 90.00
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	\$ 125.00
7. Tear Down and Inspection	HR	\$ 200.00
Parts Allowance: Cost plus markup %		<u>20</u> . <u>00</u> %

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official at 386-676-3233 or btonline@ormondbeach.org You can apply online here: <https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home>

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 contractorlicensing@volusia.org
<https://connectivepermits.org/citizenportal/app/landing>

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3233 or btonline@ormondbeach.org

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless

paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

- 1.** Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
- 2.** For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
- 3.** All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
- 4.** The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
UTILITIES MOTOR AND PUMP REPAIR SERVICES
(RFP No. 2025-40)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Electrical and Mechanical Maintenance Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Paul Rademaker

NAME

Vice President

TITLE

8-25-25

DATE

**City of Ormond Beach
Request for Proposals (RFP)
UTILITIES MOTOR AND PUMP REPAIR SERVICES
(RFP No. 2025-40)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Electrical and Mechanical Maintenance Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: Will obtain one if successful bidder

ADDRESS: 6115 31st Street East, Bradenton, FL. 34203

PHONE NO.: 941-351-5858

FAX NO.: _____

SUBMITTER'S NAME: Paul Rademaker

(Typed or Printed in Ink)

TITLE: Vice President

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

☒ [X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐ [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

☒ [X] The undersigned firm has had no litigation on any project in the last five (5) years.

☐ [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Electrical and Mechanical Maintenance Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Paul Rademaker

SIGNER'S NAME (PRINT OR TYPE)

Vice President

TITLE

8-25-25

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
UTILITIES MOTOR AND PUMP REPAIR SERVICES
(RFP No. 2025-40)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Electrical and Mechanical Maintenance Inc.

Company Name

Authorized Signature

Paul Rademaker

Print Name

Vice President

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Vice President - GM of Electrical and Mechanical Maintenance Inc.
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: August 25, 2025 Signed: [Signature]

Entity: Electrical and Mechanical Maintenance Inc. Name: John Miller

Title: VP-GM

STATE OF: Florida COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of August, 2025, by John Miller and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Paul Rademaker

Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: 05/20/2029

(seal)



PAUL RADEMAKER
Notary Public
State of Florida
Comm# HH643248
Expires 5/20/2029

This document must be completed and returned with your Submittal



**HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)**

STATE OF FLORIDA §
 §
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is John Miller. I am over the age of Twenty-one years old. I am the VP - GM of Electrical and Mechanical Maintenance governmental entity which does
(Title) (Business Name)
business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: August 25, 2025

Signed: [Signature]
Print Name: John Miller
Title: VP - GM

SUBSCRIBED AND SWORN before me by means of ☒ physical presence or ☐ online notarization on the 25 day of August, 2025 by John Miller as VP - GM on behalf of Electrical and Mechanical Maintenance who is personally known to me or who has produced _____ as identification.

(Notary Seal)  **PAUL RADEMAKER**
Notary Public
State of Florida
Comm# HH64124J
Expires 5/28/2029

Notary Public, State of Florida
Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2025 – 40
PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	\$ 100.00
2. Crane Truck Service (including operator) for removing and install pump or motor	HR	\$ 150.00
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ 90.00
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	\$ 125.00
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ 90.00
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	\$ 125.00
7. Tear Down and Inspection	HR	\$ 200.00
Parts Allowance: Cost plus markup %		<u>20 .00</u> %



DeSoto County

7/28/2026

Item #: 7.

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

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

TITLE & DESCRIPTION:

Approval of Group Insurance for Plan Year 2026-2027.

REQUESTED MOTION:

To approve the Medical, Dental, Vision and Life Insurance plans as presented.

SUMMARY:

The Insurance Committee has formally voted to recommend Board approval of the following insurance plans for fiscal year 2026-2027: Florida Blue Medical Plan Option 05770; Florida Combined Life Dental; EyeMed Vision; USABLE Life & AD&D and Voluntary Life; CuraLinc Employee Assistance Program; and Health Equity for the Flexible Spending Account Program.

BACKGROUND:

Florida Blue initially came in at a 22% increase. Loss ratio was 91.26%. Brown & Brown was able to negotiate with Florida Blue to agree to a no-shop 9.5% increase with a \$50,000 wellness fund. Florida Combined Life Dental initially came in with a 9% increase. Loss ratio was 98%. Brown & Brown negotiated with Florida Combined Life Dental to agree to a 6% renewal increase. EyeMed Vision is in rate guarantee until 2027; USABLE Life & AD&D and CuraLinc EAP is in rate guarantee until 2028.

FUNDS:

Budget Amount: Click or tap here to enter text.

Actual Agenda Item: **\$5,990,790.00**

Cost: **\$5,990,790.00**

Account Number: **Various GL Accounts**

Explanation: **To approve the Medical, Dental, Vision and Life Insurance plans as presented.**

ITEM #: 7.

PUBLIC SECTOR

Proposal of Employee Benefits Coverage and Service

Proposal Date: 7/16/2026

Effective Date: 10/1/2026

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS



Risk Management Associates

Brown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 80 years of continuous service. The Company is ranked as the sixth largest such organization in the United States by Business Insurance magazine.

Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc., has established itself as one of the premier insurance services organizations for public entities in the United States. Our in-depth understanding of the unique risk exposures and operating environment of public entities allows us to tailor insurance products and services to effectively meet their needs. As the only independent insurance agency solely dedicated to the public entity market, we are uniquely qualified to meet and exceed the expectations of our clients. Our 20 years of insuring local governments has afforded us significant experience and insight into the unique challenges and constraints that our clients face.

As a Brown & Brown company, Risk Management Associates has access to hundreds of insurance markets nationwide. The buying power and premium leverage within the organization is surpassed by few agencies.

Risk Management Associates focuses on developing innovative approaches towards managing your risk. Cost effective insurance products, professional service, and commitment to client's needs are our primary goals. Proof of account satisfaction is reflected by a 97% business retention rate.

Employee Benefits is just one area of expertise we can provide. Our benefit programs include

Medical, Dental, Vision, Cobra, Life, Disability and Section 125 pre-tax reimbursement accounts just to name a few. We are able to provide fully insured programs for employers of all sizes and self funded programs to meet the special needs of employers interested in that type of arrangement. In addition to providing the insurance programs, we assist in the design, cost-containment, management and development of your employee benefit package.

All Employee Benefit clients are assigned an "In House" Employee Benefits Specialist to assist with Billing, Claims, Eligibility, Enrollment, or any other issues or questions that arise.

For our clients that opt for self insured programs, we not only provide the mentioned above, but also supply detailed reports to help you monitor your program closely. We also place the reinsurance, help design a plan to meet your needs and work closely with you and the Third Party administrator during the implementation as well as throughout the year to ensure the plan operates smoothly.

As for property and casualty, Risk Management Associates is a recognized leader in the area of professional liability, governmental and municipal insurance programs, pollutions liability and many other specialized areas of risk. All property and casualty clients are assigned an "In-House" Public Risk Specialist.

Commitment to Our Clients

The Employee Benefits Division at Pubic Risk Insurance Advisors is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the Risk Management Associates Employee Benefits Advisor, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.
- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs. The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third party administrators, and other specialists in the employee benefits industry including:

Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

Phone

(386) 252-6176
(386) 845-9229 - Fax

Address

Brown & Brown
300 North Beach Street
Daytona Beach, FL 32114

Website

Bbrown.com

NYSE Listed: BRO

Retail Compensation Disclosure

Brown & Brown entities (“we”) receive commissions and fees from insurance carriers and other vendors as part of our compensation for placing and servicing your policies and products. Commissions are generally a percentage of the total premium and may be based on a schedule. In some cases, we may also receive direct compensation from the plan or the plan sponsor (service and/or consulting fees).

In addition to commissions and fees paid to Brown & Brown by insurance or reinsurance carriers or third-party vendors as mentioned above, Brown & Brown entities may also receive supplemental and/or bonus compensation from the carrier or vendor based on new sales volume or retention, for example. Such supplemental and/or bonus compensation may consist of guaranteed override income based on our agency’s business production and retention with the carrier or vendor, general agency fees, and/or sales or retention bonuses and is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. Brown & Brown may not know in advance if such a supplemental and/or bonus payment will be made by a particular carrier or vendor, or the amount of any such payments until the underwriting year is closed.

Brown & Brown entities may also receive invitations to programs sponsored and paid for by insurance carriers or other vendors to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may also receive non-monetary compensation (including but not limited to the value of travel, meals and entertainment expenses associated with such meetings, gifts, tickets for sporting and entertainment events and awards). Such compensation allocated to your policy is not normally expected to equal or exceed a sum of \$250.00 in aggregate, when all non-monetary compensation items received are combined.

Brown & Brown entities may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may collect and remit premiums on behalf of the carrier or vendor and may earn and retain interest on premiums or administrative fees you pay from the date we receive them until the date remitted to the carrier or vendor.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the carrier or other vendor, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting, quoting, plan implementation assistance, claims advocacy and eligibility administration services. . Compensation paid for those services is either derived from your premium payment, which may on average be up to 15% of the premium you pay for coverage and may include additional fees charged by the intermediary or is paid to the Wholesaler/Managing General Agent via override.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>

Disclaimers & Disclosures

- The analysis of the following plans is a summary. Please refer to the policy certificate for a full list of coverage and exclusions.
 - The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn.
 - If you select to change carriers, any existing plans with other carriers should not be cancelled until advised by Brown & Brown.
 - This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available.
 - This presentation is the proprietary work product of Brown & Brown and is not authorized for further use or distribution
 - All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.
- Brown & Brown representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.
- Brown & Brown representatives may from time to time provide guidance regarding certain requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.
 - The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly.
 - Failure to adhere to provisions of the Affordable Care Act (such as pay-or-play, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Brown & Brown representative at any time.
 - You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBC must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the next year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

NOTICE OF CARRIER FINANCIAL STATUS

Please be advised that Brown & Brown does monitor carriers rated less than A- or non-rated on an ongoing basis. However, because Brown & Brown cannot certify the financial soundness or stability of any insurance company or alternative risk transfer entity, or otherwise predict whether the financial condition of a company might improve or deteriorate, we encourage you to review the financial information for each carrier at AM Best's website (www.ambest.com), a state department of insurance website, the applicable carrier website and/or with your accountant, legal counsel and other advisors.

If you need assistance identifying the applicable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us at (386) 252-6176 for assistance. Alternative quotes with an A- or better rated carrier may also be available upon your request.

*AM Best General Rating Guide

Financial Strength Rating	
<u>A++</u> , <u>A+</u>	Superior
<u>A</u> , <u>A-</u>	Excellent
<u>B++</u> , <u>B+</u>	Good
<u>B</u> , <u>B-</u>	Fair
<u>C++</u> , <u>C+</u>	Marginal
<u>C</u> , <u>C-</u>	Weak
<u>D</u>	Poor
<u>E</u>	Under Regulatory Supervision
<u>F</u>	In Liquidation
<u>S</u>	Suspended

Financial Size Category (in Thousands)			
Class I	Up to	\$1,000	
Class II	\$1,000	to	\$2,000
Class III	\$2,000	to	\$5,000
Class IV	\$5,000	to	\$10,000
Class V	\$10,000	to	\$25,000
Class VI	\$25,000	to	\$50,000
Class VII	\$50,000	to	\$100,000
Class VIII	\$100,000	to	\$250,000
Class IX	\$250,000	to	\$500,000
Class X	\$500,000	to	\$750,000
Class XI	\$750,000	to	\$1,000,000
Class XII	\$1,000,000	to	\$1,250,000
Class XIII	\$1,250,000	to	\$1,500,000
Class XIV	\$1,500,000	to	\$2,000,000
Class XV	\$2,000,000	or	Greater

Marketing Summary

Product Line	Carrier	Carrier Web Site	Results
Group Medical			
	Blue Cross Blue Shield of FL, Inc.	www.bcbsfl.com	Current / Renewal
Group Dental			
	Florida Combined Life Insurance Company, Inc.	floridabluedental.com	Current / Renewal
Group Vision			
	EyeMed Vision Care, LLC	www.eyemed.com	Current
Life / AD&D			
	USABLE Life	USABLELife.com	Current
Employee Assistance Program			
	CuraLinc Healthcare	www.curalinc.com	Current

Medical Renewal History

Effective Date	Current Carrier	Current Premium	Initial Renewal Premium	Initial Renewal %	Final Renewal Premium	Final Renewal %	Differential	Action	Financing Strategy
10/1/2021	UHC	\$4,391,445	\$4,391,445	0%	\$4,391,445	0%	\$0	Renewed Same Carrier	Fully Insured
10/1/2022	UHC	\$4,482,193	\$4,530,177	1%	\$4,482,193	0%	\$47,984	Renewed Same Carrier	Fully Insured
10/1/2023	UHC	\$4,443,901	\$4,637,654	4%	\$4,443,901	0%	\$193,753	Renewed Same Carrier	Fully Insured
10/1/2024	UHC	\$4,682,717	\$6,191,983	32%	\$5,511,389	18%	\$680,594	Moved to FL Blue	Fully Insured
10/1/2025	FL Blue	\$5,282,430	\$5,440,900	3%	\$5,282,430	0%	\$158,470	Renewed Same Carrier	Fully Insured

Total Differential	\$1,080,801
Differential per Year	\$216,160
Year over Year Change	3.5%

Medical

Executive Summary of Medical & Prescription Drug Coverage

DeSoto County Board of County Commissioners

October 1, 2026 - September 30, 2027

\$65,000 wellness fund (due to adding USAbundle last year)

\$50,000 wellness fund

			CURRENT			NEGOTIATED NO SHOP RENEWAL		
			Florida Blue			Florida Blue		
			BlueOptions 05770			BlueOptions 05770		
Benefit Comparison			In-Network			In-Network		
Annual Individual / Family Deductible			\$1,000 \$2,000			\$1,000 \$2,000		
Embedded or Aggregate Deductible			Embedded			Embedded		
Coinsurance			20%			20%		
Annual Out-of-Pocket Maximum			\$3,000 \$6,000			\$3,000 \$6,000		
Preventive Benefit			No charge			No charge		
Office Visits			VC: \$0 / In-Network: \$25			VC: \$0 / In-Network: \$25		
Primary Care			VC: \$20 / In-Network: \$50			VC: \$20 / In-Network: \$50		
Specialist			\$0			\$0		
Virtual Visits			VC: \$0 visits 1-2, \$75 remaining visits			VC: \$0 visits 1-2, \$75 remaining visits		
Urgent Care			In-Network: \$75			In-Network: \$75		
Emergency Room			\$500			\$500		
Hospital Services In-Patient			20% after deductible			20% after deductible		
Outpatient Diagnostic X-Ray & Lab Services			X-Ray: \$60 Lab: \$0			X-Ray: \$60 Lab: \$0		
Major Lab - MRI, PET Scan, CAT Scan			VC: \$20 In-Network: \$200			VC: \$20 In-Network: \$200		
Annual Prescription Deductible			N/A			N/A		
RX - Tier 1 / Tier 2 / Tier 3			\$10 \$35 \$70			\$10 \$35 \$70		
RX - Specialty			N/A			N/A		
RX Mail Order - 90 Day Supply			2.5x retail copay			2.5x retail copay		
Benefit Comparison			Non-Network			Non-Network		
Annual Individual / Family Deductible			\$2,000 \$6,000			\$2,000 \$6,000		
Coinsurance			40%			40%		
Annual Out-of-Pocket Maximum			\$6,250 \$12,500			\$6,250 \$12,500		
Per Occurrent Deductible (Inpatient/Outpatient)			N/A			N/A		
Notes	Tier	Counts	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost
	EE Only	257	\$961.36	\$961.36	\$0.00	\$1,052.69	\$1,052.69	\$0.00
	EE + SP	18	\$1,966.60	\$1,463.96	\$502.64	\$2,153.43	\$1,603.06	\$550.37
	EE + CH	29	\$1,802.21	\$1,381.79	\$420.42	\$1,973.42	\$1,513.06	\$460.37
	EE + Fam	47	\$2,458.09	\$1,709.73	\$748.36	\$2,691.61	\$1,872.15	\$819.46
Cost Comparison			CURRENT			NEGOTIATED NO SHOP RENEWAL		
Total Monthly Premium			\$450,263			\$493,038	9.5%	
Employees Pay - Monthly			\$56,413			\$61,772	9.5%	
Employer Pays - Monthly			\$393,850			\$431,266	9.5%	
Total Annualized Cost			\$5,403,152			\$5,916,455	9.5%	
Employer Annualized Net Cost			\$4,726,200			\$5,175,193	9.5%	
Employer Annualized Dollar Change From Current						\$448,992	9.5%	

Initial renewal as +28%

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment, medical underwriting and effective date.

Dental Renewal History

Effective Date	Current		Initial Renewal		Final Renewal		Differential	Action	Financing Strategy
	Carrier	Premium	Premium	%	Premium	%			
10/1/2021	Standard	\$155,408	\$155,408	0%	\$155,408	0%	\$0	Renewed Same Carrier	Fully Insured
10/1/2022	Standard	\$168,871	\$168,871	0%	\$168,871	0%	\$0	Renewed Same Carrier	Fully Insured
10/1/2023	Standard	\$121,476	\$121,476	0%	\$121,476	0%	\$0	Renewed Same Carrier	Fully Insured
10/1/2024	Standard	\$179,354	\$195,496	9%	\$181,405	1%	\$14,091	Moved to FCL	Fully Insured
10/1/2025	FCL	\$181,405	\$181,405	0%	\$181,405	0%	\$0	Renewed Same Carrier (in rate guarantee)	Fully Insured

Total Differential	\$14,091
Differential per Year	\$2,818
Year over Year Change	0.2%

Dental

Executive Summary of Dental Coverage

DeSoto County Board of County Commissioners

October 1, 2026 - September 30, 2027

					CURRENT					NEGOTIATED RENEWAL						
					Florida Combined Life High Plan			Florida Combined Life Low Plan		Florida Combined Life High Plan			Florida Combined Life Low Plan			
Benefit Comparison					In-Network			In-Network		In-Network			In-Network			
Individual / Family Deductible					\$50 \$100			\$50 \$100		\$50 \$100			\$50 \$100			
Annual Benefit Maximum					\$1,750			\$1,250		\$1,750			\$1,250			
Rollover Provision					Yes			Yes		Yes			Yes			
Coverage Waiting Periods					None			None		None			None			
Preventive & Diagnostic Care Benefit					0%			0%		0%			0%			
Basic Care Benefit					20% after deductible			20% after deductible		20% after deductible			20% after deductible			
Major Care Benefit					50% after deductible			50% after deductible		50% after deductible			50% after deductible			
Endodontics/Periodontics					20% after deductible			20% after deductible		20% after deductible			20% after deductible			
Posterior Composite Fillings Benefit					Included			Included		Included			Included			
Implant Benefit					Included			Included		Included			Included			
Orthodontia Benefit					50% up to \$1,500			50% up to \$1,000		50% up to \$1,500			50% up to \$1,000			
Orthodontia Eligibility					Child(ren) only			Child(ren) only		Child(ren) only			Child(ren) only			
Frequencies					2 exams per year/4 cleanings per year 2 per year, under age 14 1 per year/1 per 3 years Under age 17 for molars & pre-molars, no limits 1 replacement per surface in 12 months 1 in 5 years/implants 1 per tooth per lifetime			2 exams per year/4 cleanings per year 2 per year, under age 14 1 per year/1 per 3 years Under age 17 for molars & pre-molars, no limits 1 replacement per surface in 12 months 1 in 5 years/implants 1 per tooth per lifetime		2 exams per year/4 cleanings per year 2 per year, under age 14 1 per year/1 per 3 years Under age 17 for molars & pre-molars, no limits 1 replacement per surface in 12 months 1 in 5 years/implants 1 per tooth per lifetime			2 exams per year/4 cleanings per year 2 per year, under age 14 1 per year/1 per 3 years Under age 17 for molars & pre-molars, no limits 1 replacement per surface in 12 months 1 in 5 years/implants 1 per tooth per lifetime			
Exams/Cleanings																
Fluoride																
X-Rays - Bitewing/Full Mouth																
Sealants																
Fillings																
Major Services																
Benefit Comparison					Non-Network			Non-Network		Non-Network			Non-Network			
Out of Network Reimbursement					90th			90th		90th			90th			
Out of Network Reimbursement %					100% 80% 50% 50%			90% 60% 40% 50%		100% 80% 50% 50%			90% 60% 40% 50%			
Notes																
Rate Guarantee					Until 9/30/2026			Until 9/30/2026		1 year until 9/30/2027			1 year until 9/30/2027			
Participation Requirement					30% total between both plans			30% total between both plans		30% total between both plans			30% total between both plans			
	Tier	Count 1	Count 2	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	
	EE Only	130	49	\$30.34	\$0.00	\$30.34	\$24.72	\$0.00	\$24.72	\$32.16	\$0.00	\$32.16	\$26.20	\$0.00	\$26.20	
	EE + SP	26	5	\$62.71	\$0.00	\$62.71	\$51.10	\$0.00	\$51.10	\$66.47	\$0.00	\$66.47	\$54.17	\$0.00	\$54.17	
	EE + CH	12	9	\$84.24	\$0.00	\$84.24	\$66.48	\$0.00	\$66.48	\$89.29	\$0.00	\$89.29	\$70.47	\$0.00	\$70.47	
	EE + Fam	42	7	\$116.56	\$0.00	\$116.56	\$92.73	\$0.00	\$92.73	\$123.55	\$0.00	\$123.55	\$98.29	\$0.00	\$98.29	
Cost Comparison					CURRENT			TOTAL		NEGOTIATED RENEWAL			TOTAL			
Employees Pay					\$11,481			\$2,714		\$12,170			\$2,877		\$15,047	
Employer Pays					\$0			\$0		\$0			\$0		\$0	
Total Monthly Premium					\$11,481			\$2,714		\$12,170			\$2,877		\$15,047	
Total Annualized Premium					\$137,773			\$32,571		\$146,035			\$34,523		\$180,558	
Annual Change From Current										\$10,214.88			6%			

Initial renewal was +15%

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment, medical underwriting and effective date.

Vision Renewal History

Effective Date	Current		Initial Renewal		Final Renewal		Differential	Action	Financing Strategy
	Carrier	Premium	Premium	%	Premium	%			
10/1/2021	EyeMed	\$8,206	\$8,206	0%	\$8,206	0%	\$0	Renewed Same Carrier (in rate guarantee)	Fully Insured
10/1/2022	EyeMed	\$8,001	\$8,001	0%	\$8,001	0%	\$0	Renewed Same Carrier (in rate guarantee)	Fully Insured
10/1/2023	EyeMed	\$13,222	\$13,222	0%	\$13,222	0%	\$0	Renewed Same Carrier	Fully Insured
10/1/2024	EyeMed	\$16,994	\$16,994	0%	\$16,994	0%	\$0	Renewed Same Carrier (in rate guarantee)	Fully Insured
10/1/2025	EyeMed	\$16,994	\$16,994	0%	\$16,994	0%	\$0	Renewed Same Carrier (in rate guarantee)	Fully Insured

Total Differential

\$0

Differential per Year

Year over Year Change

Vision

Executive Summary of Vision Coverage

DeSoto County Board of County Commissioners

October 1, 2026 - September 30, 2027

			CURRENT EyeMed Advantage		
Benefit Comparison			In-Network		
Frequency of Service - Exam/Lenses/Frames			12 / 12 / 24		
Eye Exam			\$10		
Lenses					
Single			\$15		
Bifocal			\$15		
Trifocal			\$15		
Frames			\$100 + 20% off balance		
Contact Lenses in Lieu of Frames & Lenses?			Yes		
Contact Lenses					
Elective			\$100 + 15% off balance		
Medically Necessary			Covered in full		
Rate Guarantee			Until 9/30/2027		
Participation Requirement			10 enrolled		
Notes	Tier	Counts	Premium	ER Cost	EE Cost
	EE Only	138	\$4.70	\$0.00	\$4.70
	EE + SP	25	\$8.92	\$0.00	\$8.92
	EE + CH	17	\$9.39	\$0.00	\$9.39
	EE + Fam	44	\$13.80	\$0.00	\$13.80
Cost Comparison			CURRENT		
Employees Pay			\$1,638		
Employer Pays			\$0		
Total Monthly Premium			\$1,638		
Total Annualized Premium			\$19,661		
Annual Change From Current					

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are

Basic Life & AD&D

Executive Summary of Group Life & AD&D Coverage

DeSoto County Board of County Commissioners

October 1, 2026 - September 30, 2027

		CURRENT USable Life	
Benefit Comparison		Benefit	Guaranteed Issue
Class 1: County Administrators		2x annual earnings	\$250,000
Class 2: Tax Collector		\$15,000	\$15,000
Class 3: All other Active Members		1x annual earnings	\$200,000
Age Reduction Schedule		to 35% at age 65 to 60% at age 70 to 75% at age 75	
Dependent Life		N/A	
Conversion		Included	
Seatbelt/Safe Driver		Included	
Waiver of Premium		Included	
Accelerated Death Benefit		Included	
Rate Guarantee		Until 9/30/2028	
Notes	Total Volume	Description	Rate
Life	\$20,533,800	Life Rate per \$1,000 of Benefit	\$0.241
AD&D	\$20,533,800	AD&D Rate per \$1,000 of Benefit	\$0.030
Cost Comparison		CURRENT	
Employees Pay		\$0	
Employer Pays		\$5,565	
Total Monthly Premium		\$5,565	
Total Annualized Premium		\$66,776	

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

Basic Life & AD&D

Executive Summary of Group Life & AD&D Coverage

DeSoto County Board of County Commissioners

October 1, 2026 - September 30, 2027

		CURRENT USABLE Life	
Benefit Comparison		Benefit	Guaranteed Issue
Class 4: Retirees prior to 10/1/2008 with \$15k		\$15,000	\$15,000
Class 5: Retirees on or after 10/1/2008 with \$10k		\$10,000	\$10,000
Age Reduction Schedule		None	
Dependent Life		N/A	
Conversion		Included	
Rate Guarantee		Until 9/30/2028	
Notes	Total Volume	Description	Rate
Life	\$1,045,000	Life Rate per \$1,000 of Benefit	\$0.241
Cost Comparison		CURRENT	
Employer Pays		\$0	
Retirees Pay		\$252	
Total Monthly Premium		\$252	
Total Annualized Premium		\$3,022	

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

Voluntary Life

Executive Summary of Voluntary Group Life Coverage

DeSoto County Board of County Commissioners

October 1, 2026 - September 30, 2027

	CURRENT USAbLe Life	
Benefit Comparison	Description	
Employee Maximum Life Benefit	Not to exceed 5x salary or \$300,000	
Employee Benefit Increments	\$10,000	
Employee Guaranteed Issue Amount	\$100,000	
Spouse Maximum Life Benefit	Not to exceed \$150,000 or 100% of employee's amount	
Spouse Benefit Increments	\$5,000	
Spouse Guaranteed Issue Amount	\$50,000	
Dependent Child Benefit	6 months to age 26: \$10,000 Live birth to 6 months: \$1,000	
Dependent Child Guaranteed Issue Amount	\$1,000 or \$10,000	
Accelerated Death Benefit	Included	
Waiver of Premium	Included	
Portability	Included	
Age Reduction Schedule	by 35% at age 65 by 60% at age 70 by 75% at age 75	
Rate Guarantee	Until 9/30/2028	
Participation Requirements	40%	
Notes	Summary Rates - Per \$1,000 of Benefit	
	Age	Life
	00-29	\$0.060
	30-34	\$0.080
	35-39	\$0.120
	40-44	\$0.150
	45-49	\$0.260
	50-54	\$0.450
	55-59	\$0.810
	60-64	\$1.080
	65-69	\$1.970
	70-74	\$3.270
	75+	\$12.850
	Children	\$2 per month

Employee Assistance Program

Executive Summary of Employee Assistance Program Coverage

DeSoto County Board of County Commissioners

October 1, 2026 - September 30, 2027

	CURRENT CuraLinc	
Benefit Comparison	Description	
Telephone Consultation & Referral	24/7 365	
Counseling Sessions	10 face-to-face or virtual, per issue, per year	
Management Consultation & Referral	Included	
Identity Theft Consultation	Included	
Legal Services	30-minute session Free telephonic legal advice	
Financial Services	Financial Consultation Hotline	
Online EAP	Included	
Training/Education/Trauma Response	\$225 per hour, over 100 customizable one-hour topical training modules available	
Rate Guarantee	Until 9/30/2028	
Notes	#	Rate Per Employee Per Month
Enrolled Employees	348	\$1.81
Cost Comparison	CURRENT	
Total Monthly Premium	\$630	
Total Annualized Premium	\$7,559	



DeSoto County

7/28/2026

Item #: 8.

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

DEPARTMENT: Landfill
SUBMITTED BY: Cindy Talamantez
PRESENTED BY: Jeff Phipps

TITLE & DESCRIPTION:

SCS Engineers - Supplemental Agreement (Work Authorization) for Landfill Expansion Zones 6 and 7 Design and Permitting Services

REQUESTED MOTION:

Approve the Supplemental Agreement with SCS Engineers for Design and Permitting Services relating to the Landfill Expansion project of Zones 6 and 7.

SUMMARY:

SCS Engineers - Supplemental Agreement Landfill Expansion Zones 6 and 7 Design and Permitting Services.

BACKGROUND:

The County has retained SCS Engineers through an RFQ process, for design and permit of Zones 6 and 7, as part of the landfill expansion. The first phase of the project included a basis of design and environmental review. Recommendations were made to staff regarding sequencing for the future and options available for the landfill expansion. A charrette was held. The report was reviewed in depth, and the recommendation was to move forward with the permitting of Zone Six and Seven, under one permit and design them together. They will be sequenced according to the needs that are dictated for construction, but the engineering will have already been done. The design will be prepared and permitted in Less than a year. Construction will be bid as soon as the design is completed and the plans are available. Contract Administration will be administered during a different amendment, when the project schedule allows for such activities

FUNDS:

Budget Amount: Budget Amendment needed
Actual Agenda Item: \$1,787,036.30

ITEM #: 8.

Account Number: **402-04005343102000**

Explanation: **Design and permitting only**

SUPPLEMENTAL AGREEMENT No. 1

Between

BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA

And

SCS ENGINEERS, INCORPORATED

For

PHASE 2 COUNTY LANDFILL ZONES 6 AND 7 EXPANSION

Pursuant to the provisions contained in the Professional Services Agreement between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County") and **SCS ENGINEERS, INCORPORATED**, a Corporation authorized to do business in the State of Florida ("Consultant") for Professional Engineering Services pursuant to **Request for Qualifications No. 26-08-00RFQ** (hereinafter referred to as the "Professional Services Agreement") dated April 8, 2026, this Supplemental Agreement (hereinafter referred to as "Supplemental Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF PROFESSIONAL SERVICES AGREEMENT

- 1.1 All terms and conditions of the Professional Services Agreement between the County and the Consultant dated April 8, 2026, not specifically modified by this Supplemental Agreement shall remain in full force and effect and are incorporated into and made a part of this Supplemental Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO COUNTY

2.1 SCOPE OF SERVICES

- 2.1.1 By executing this Supplemental Agreement, the Consultant represents to the County that the Consultant is professionally qualified to act as the Consultant for the scope of services as more particularly set forth in Exhibit "1" (hereinafter referred to as "the Scope of Services" or "Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the County that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the County for the improper acts, negligence, and omissions of its subconsultants and of all

others employed or retained by the Consultant in connection with the Project.

2.2 SERVICE SCHEDULE

2.2.1 Upon receipt of the Notification to Proceed (NTP), the Consultant shall commence services to the County on the date set forth in the NTP (the "Commencement Date"), and shall continuously perform services to the County, without interruption, in accordance with the time frames set forth in any agreed upon project schedule ("Project Schedule"). The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time or Project Completion Date.

SECTION 3 BASIS OF COMPENSATION

- 3.1 The County shall compensate the Consultant for an amount not to exceed **One Million Seven Hundred Eighty-Seven Thousand Thirty-Six Dollars and Thirty Cents (\$1,787,036.30)** based on services rendered pursuant to Section 2.1 and **EXHIBIT "1,"** Scope of Services, of this Supplemental Agreement.
- 3.2 There are no reimbursable expenses associated with this Supplemental Agreement. In the event Consultant seeks reimbursable expenses, prior written approval by the County shall be required.

SECTION 4 TERM

- 4.1 This Supplemental Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the Project Completion Date, unless otherwise terminated pursuant to Section 8.1 or 8.2.

SECTION 5 TERMINATION

5.1 TERMINATION FOR CAUSE

5.1.1 This Supplemental Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Supplemental Agreement to the satisfaction of the County through the date of termination, less any amounts which the County reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the

Consultant. In no event shall the County pay for profit or overhead on work not performed.

5.2 TERMINATION FOR CONVENIENCE

5.2.1 This Supplemental Agreement may be terminated by the County without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Supplemental Agreement to the satisfaction of the County up to and through the date of termination. In such event, the Consultant shall promptly submit to the County its invoice for final payment, which invoice shall comply with the provisions of Article 5 of the Professional Services Agreement.

5.3 Assignment Upon Termination. Upon termination of this Supplemental Agreement, the work product of the Consultant shall become the property of the County and the Consultant shall within ten (10) working days of receipt of written direction from the County, transfer to either the County or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Supplemental Agreement. Upon the County's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the County. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 6 SEVERABILITY

6.1 If any term or provision of this Supplemental Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Supplemental Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Supplemental Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement as of the _____ day of _____, 2026.

[SIGNATURE PAGES TO FOLLOW]

ATTEST:

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

By: _____
Mandy Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

Valerie Vicente
County Attorney

Date: _____

WITNESSES:

SCS ENGINEERS, INCORPORATED

By: _____

Printed Name: _____

Its: _____

EXHIBIT 1

July 17, 2026
File No. OP090911.25

Cindy Talamantez, CPPO, CPPB
Purchasing Director
DeSoto County Board of County Commissioners
201 East Oak Street, Suite 203
Arcadia, Florida 34266

Subject: 26-08-00 Request for Qualifications
Phase 2 Proposal for DeSoto County Landfill Zones 6 and 7 Expansion
Arcadia, Florida

Dear Cindy:

DeSoto County (County) aims to develop an expansion to the existing Class I landfill area within the property boundary of the DeSoto County Section 16 Landfill site referred to as Zones 6 and 7 (Project). Zone 6 is anticipated to be approximately 7.4 acres and Zone 7 to be roughly 10.0 acres, for a total Project of 17.4 acres. SCS Engineers (SCS) is pleased to submit this scope of work for Phase 2 of the Project.

PROJECT BACKGROUND

SCS is finalizing Phase 1 of the Project, with a Notice To Proceed (NTP) date of April 14, 2026, which includes the Tasks identified below.

- Task 1 - Project Initiation and Communication
 - Task 1.1 - Review Existing Documentation
 - Task 1.2 - Ecological Survey and Wetlands Delineation Services
- Task 2 - Kick-off Meeting/Basis of Design Workshop
 - Task 2.1 - Kick-off Meeting
 - Task 2.2 - Basis of Design Workshop
- Task 3 - Pre-application Meeting with FDEP Solid Waste Department
- Task 4 - Pre-application Meeting with FDEP Stormwater Department
- Task 5 - Field Activities
 - Task 5.1 - Aerial Site Survey
 - Task 5.2 - Site Investigation
 - Task 5.2.1 - Geotechnical Investigation and Laboratory Services
 - Task 5.2.2 - Hydrogeological Investigation
 - Task 5.2.3 - Ecological Survey and Wetlands Delineation Services

Per the agreement between SCS and the County, another scope of work and fee is required to be approved by the County prior to SCS initiating Phase 2 of the Project.

PROJECT UNDERSTANDING

Following completion of the key items in Phase 1 identified above and based on the decisions made during the design workshop conducted by the County and SCS on June 3, 2026, future Phases for the Project have been identified. Additionally, to expedite permitting and construction of a new landfill cell, the County decided during the design workshop to permit and construct Zones 6 and 7 separately. The anticipated Phases of the Project have been broken down by tasks and will now be as follows:

Phase 2 - Zone 6 and Zone 7 Design and Permit

- Task 1 - Project Initiation and Communication (additional effort required)
- Task 5 - Field Activities (additional effort required)
- Task 6 - Utility Corridor Design
- Task 7 - Solid Waste Permit Modification Application Zones 6 and 7
- Task 8 - ERP Permit Application Zones 6 and 7
- Task 9 - Bid Support Services Zone 6
- Task 10 - Additional Ecological Surveys and Field Activities Prior to Zone 6 Construction

Future tasks not defined at this time include the following:

Phase 3 - Construction Phase Services Zone 6

- Task 11 - Construction Phase Services Zone 6
- Task 12 - Material and Laboratory Services Zone 6
- Task 13 - Solid Waste Certification of Construction Completion Zone 6
- Task 14 - ERP Certification of Construction Completion Zone 6

Phase 4 - Construction Phase Services Zone 7

- Task 15 - Wetland Mitigation Activities Zone 7
- Task 16 - Bid Support Services Zone 7
- Task 17 - Additional Ecological Surveys and Field Activities Prior to Zone 7 Construction
- Task 18 - Construction Phase Services Zone 7
- Task 19 - Material and Laboratory Services Zone 7
- Task 20 - Solid Waste Certification of Construction Completion Zone 7
- Task 21 - ERP Certification of Construction Completion Zone 7

SCOPE OF SERVICES

This scope of work, assumptions and limitations, and fee for Phase 2 has been separated into tasks that include continued project management and communication; additional field investigations; design and permitting for Zones 6 and 7; bid support services for the construction of Zone 6; and additional ecological surveys and field activities prior to construction of Zone 6. A scope of work and fee will be provided to the County later for the future Phases of the Project.

PHASE 2

TASK 1 - PROJECT INITIATION AND COMMUNICATION (CONTINUED)

SCS will continue to provide the following project management services following receipt of NTP extending throughout the scope of work identified herein. Additional project management services will be required for Phase 2, which have been added to the previous Phase 1 Task 1 of the Project.

- Update the Project Plan as needed. This plan was developed as part of Phase 1 and defines the team's administrative roles and responsibilities, defines the lines of communication, establishes initial schedules, provides a detailed project schedule and general framework for completing the phases of the Project, and establishes Quality Control and Quality Assurance guidelines.
- Coordinate and communicate the activities and communications of SCS's staff with those of the County and other stakeholders involved in the Project.
- Prepare subconsultant task authorizations and review subconsultant invoices.
- Weekly progress emails to the County during critical phases of the Project.
- Revise/update the project schedule developed in Phase 1. It is anticipated the Project schedule may change as new information is gathered and decisions made.
- In person meetings or Microsoft Teams call have been included in the Tasks below as needed and are not included in this Task.
- Develop monthly invoices and progress reports.

TASK 5 - FIELD ACTIVITIES (CONTINUED)

Task 5.2.2 - Hydrogeological Investigation

In the scope of work for Phase 1, SCS included a hydrogeological subconsultant to install up to two temporary groundwater monitoring wells that will be used to complete the hydrogeological investigation and site report required by subsection 62-701.330(3), Florida Administrative Code (FAC). An SCS employee qualified in field investigations will oversee this work. Data from the groundwater monitoring wells will be used to evaluate the direction and rate of groundwater flow and estimate the average and maximum high groundwater table. It's important to note the measurements cannot be conducted when any temporary man-made influence, such as dewatering or infiltration is occurring.

Following installation of the two temporary groundwater monitoring wells, an SCS technician will conduct bi-weekly groundwater elevation readings of the temporary wells for six events and monthly

readings following for six events. A schedule for these 12 events will be provided to the County based on the installation of the wells.

Deliverables

Upon completion of the temporary monitoring wells groundwater elevation readings, the information will be included in the hydrogeological investigation and site report required by subsection 62-701.330(3), FAC that will be included in the solid waste permit application.

TASK 6 - UTILITY CORRIDOR DESIGN

Task 6.1 - Utility Corridor Design

The County will require a utility corridor from the Project area to the leachate ponds. This corridor will house the leachate forcemain and other potential utilities. The leachate lines will be sized for the full build-out of the Project (Zones 6 and 7). Two pump stations will be required to boost the liquids from the Project to the exiting leachate ponds. The Zone 6 design will incorporate one lift station, and the Zone 7 design will incorporate the second lift station. SCS will work with a qualified subcontractor, CPH, on our team to provide electrical design services for the lift station and control panels for Zone 6 and then following for Zone 7.

Task 6.2 - Power Distribution Analysis

SCS will work with CPH to evaluate existing power distribution and will develop a conceptual plan for future power distribution by calculating future loads associated with the Project (landfill pumps, lift station pumps, control panels, etc.). As part of this task, (on behalf of the County) SCS will contact the utility company to assess the general requirements to meet the County's future needs for the Project.

Deliverables

Information received from the utility company along with a power distribution site map (identifying future loads and approximate timing, anticipated conceptual routing) will be presented to the County in a memorandum format.

TASK 7 - SOLID WASTE PERMIT MODIFICATION APPLICATION ZONES 6 AND 7

Task 7.1 - FDEP Solid Waste Permit Application for Zone 6 and 7

The solid waste permit applications for Zones 6 and 7 will be two separate major modifications of the existing solid waste permit. SCS will prepare the following information for the two separate submittals to FDEP:

- FDEP Form 62-701.900(1) Parts A through S following Chapter 62-701 Florida Administrative Code (FAC).
 - SCS will execute the application as the Professional Engineer Licensed in Florida along with the required County representative.
- Permit-level design drawings that contain general operational fill sequencing that will identify

landfill progression. An Engineer's Report will accompany the FDEP application to address items as required within the FDEP form.

- Calculations to estimate the amount of leachate generation using the Hydraulic Evaluation of Landfill Performance (HELP) Model. The HELP Model analysis will also be used to size an appropriate geocomposite within the bottom liner system, the leachate sump size, the leak collection pump size, the pipe size, etc.
- Based on the geotechnical investigation results conducted in Task 5.2.1 of the Phase 1 scope of work, SCS will analyze the foundation bearing capacity and settlement to calculate the foundation's ability to support the expected maximum loads and stresses imposed by the waste loading.
- Based on the results of the geotechnical investigation conducted in Task 5.2.1 of the Phase 1 scope of work, SCS will prepare a slope stability analysis of the Project at specific locations to identify whether the landfill meets the factor of safety criteria required by FDEP. The analysis will address deep stability to prevent sliding along potential failure surfaces through the waste mass, along the liner systems, and through the foundation soils.
- Based on the field data collected, SCS will perform the leachate collection and detection system pipe-crushing calculations at various intervals.
- Design of an access road from the scalehouse to the Zone 6 area and then continuation of the access road for the Zone 7 design. No updates are included in this scope of work to perform revisions to the scalehouse, scale, or any other facility.
- A surface water management analysis will be conducted on the landfill conceptual final buildout configuration (Zones 6 and 7) to evaluate the stormwater management practices, structures, and swales and provide FDEP data that the stormwater system is adequate to operate at the time of final closure.
- Technical specifications to include, at a minimum, the following:
 - 01 11 00 Summary of Work
 - 01 10 50 Testing of Pipelines
 - 01 22 13 Measurement and Payment
 - 01 31 10 Construction Schedule
 - 01 31 33 Project Coordination and Meetings
 - 01 32 19 Submittals
 - 01 32 23 Survey and Layout Data
 - 01 35 29 Health and Safety
 - 01 35 43 Environmental Protection
 - 01 45 00 Quality Control
 - 01 45 29 Testing Laboratory Services
 - 01 50 10 Mobilization and Demobilization
 - 01 50 30 Protection of Existing Facilities
 - 01 50 00 Temporary Facilities and Controls
 - 01 60 00 Material and Equipment
 - 01 70 00 Abbreviations and Definitions
 - 01 77 00 Closeout Procedures
 - 01 90 00 Permits
 - 02 90 00 Seeding and Sodding

- 30 00 00 Concrete
- 31 00 00 Earthwork
- 31 05 19 HDPE Geosynthetics
- 31 05 22 Geosynthetic Clay Liners
- 31 05 23 Geocomposites
- 31 05 26 Rain Sheeting
- 31 05 27 Geotextile
- 31 05 30 Interface Friction Testing
- 31 11 00 Clearing and Grubbing Earthwork
- 31 22 30 Site Preparation
- 31 22 50 Erosion and Sedimentation Control
- 31 23 19 Dewatering
- 33 42 13 Culverts
- Construction Quality Assurance (CQA) Plans for installing and testing the liner system and related components.
- Closure/Post-Closure Plans and Financial Assurance Cost Estimates for the Project (no updates to the existing landfill footprint will be prepared) in current dollars will be prepared using the FDEP Form 62-701.900(28), Closure Cost Estimating Form for Solid Waste Facilities. Third-party estimates to perform the work on a per-unit basis, with the source of the estimates included as a backup.
 - SCS will execute the applications as the Professional Engineer Licensed in Florida and the required County representative.
- Operation Plans (no updates to the existing landfill footprint or current or proposed future leachate management infrastructure will be prepared or assessed). The Operation Plans will address operating record procedures, waste records, access control, load checking, waste spreading/compacting, Operation and Maintenance procedures for leachate, landfill gas, stormwater management, equipment and operation features, inclement weather access, and record keeping. We intend to make these plans as generic as possible to provide the County with the utmost flexibility in its landfill operations, thus minimizing future modifications to the permit.
- Monitoring Plan Implementation Schedule, groundwater monitoring plans, (no updates to the existing landfill footprint will be prepared). Based on findings of previous activities (including future construction sequencing and hydrogeological investigation from Task 5.2.2), SCS will develop options for a future groundwater monitoring system, including needs for future monitoring well installation (and identifying locations), adjustments to the Zone of Discharge (ZOD), future landfill gas monitoring probes, and needs for future monitoring well abandonments.
- Site information, waste disposal, and operational conditions.
- Results of site investigations.
- Prior to submission of the separate applications, SCS will notify elected officials (current at the time of the submittals) as required by FDEP Rule 62-701.320.

Deliverables

Two separate deliverables for Zones 6 and 7 will be provided according to the following. A copy of the 90% submittals including the applications, drawings, and associated calculations will be submitted to the County for review and comment. These documents will be forwarded to the County in PDF format for easy distribution. In addition, SCS will provide one full-size hard copy of the drawings for each of the Zones for discussion purposes. SCS has budgeted for the design task leads to meet one time for half a day with the County at the landfill or County administration building within two weeks of each of the separate submittals to discuss and receive comments the County may have at that time. SCS will document and incorporate the County's comments from each of the 90% submittals to a 100% level and submit the Zones 6 and 7 application packages separately, digitally signed and sealed by a licensed Florida Professional Engineer to FDEP. An electronic version and one hard copy of each of the 100% submittals will be provided to the County.

SCS will respond up to four rounds of FDEP comments on each of the permit application packages and conduct one Microsoft Teams call for each permit application with the design task leads, if received, to clarify comments and requests up to the remaining budget capacity provided no requests from FDEP require additional work that was not anticipated or discussed at the pre-application teleconference meetings. This assumes that the FDEP comments exclude substantial redesign, expansion of Project scope, new or revised third-party studies, new modeling criteria imposed after submittal, or additional meetings beyond those stated in the scope of work; these items, if required, constitute additional services not included in this scope of work.

Task 7.2 - Draft Permits Review Zone 6 and Zone 7

Following receipt of the notice of completeness from the FDEP for Zone 6 and then for Zone 7, SCS will review the draft permits separately and their specific conditions with the County. We will discuss our findings with the County and if needed, SCS will provide comments to the FDEP on behalf of the County if revisions to the permits language are required. The County will be responsible and pay all costs associated with advertising the Notice of Intent separately for each of the permits as required by FDEP.

TASK 8 - ERP PERMIT APPLICATION ZONES 6 AND 7

Task 8.1 - ERP Permit Application Zone 6

An Environmental Resource Permit (ERP) application will be required to obtain a new ERP based on the Zone 6 stormwater management system for the Project. Starting December 28, 2025, new applications or major modifications of existing permits must meet the new nutrient/TSS performance standards, O&M, and financial capability certification. The ERP program will be managed through the FDEP South District office.

SCS will prepare one ERP application package consistent with Chapter 62-330, FAC and the ERP Applicant's Handbook (Vol I and SWFWMD Vol II) to obtain a new ERP for construction and operation of the proposed improvements for Zone 6. An ERP is required prior to construction of the Project under Part IV of Chapter 373, FS. SCS will conduct the following activities as a part of this task:

- Confirm major-modification applicability, identify applicable stormwater performance criteria (including AH Vol I §8.3 nutrient requirements, as applicable), and document the compliance

pathway.

- Calculating water quality and quantity storage requirements.
- Establishing design storm.
- Delineating basin areas using computer-aided design (CAD) software.
- Calculating the time of concentration and travel time for each basin.
- Evaluating percolation rate through the dry and wet retention areas.
- Design retention/detention facilities, swales, culverts, control structures.
- Prepare BMP train or equivalent water quality model to demonstrate compliance with nutrient removal criteria.
- Stormwater Operations and Maintenance Plan, Annual Operations and Maintenance Cost Estimate, and Financial Capability Certification.
- Develop StormWise/ICPR (or agency-accepted equivalent) hydrologic/hydraulic and water quality modeling files, input summaries, and output report.
- Design emergency overflow systems based on appropriate soil percolation assumptions; Prepare an erosion and sediment control plan.
- Prepare a Stormwater Design Report summarizing the proposed changes, impacts, and model outputs.
- Prepare the required FDEP forms to complete the application package.
- Review the one existing ERP for the facility, no updates or modifications will be conducted to the existing ERP the site has.

This assumes no wetland permitting will be required and no crested caracara are within the area of Zone 6. At the time of this scope of work preparation, no wetlands existed within the Zone 6 area during the Ecological Survey conducted during Phase 1 of the Project. A crested caracara survey will be performed for Zone 6 as discussed below as part of this scope of work.

Deliverables

A copy of the 90% submittal including the application, drawings, and associated calculations will be submitted to the County for review and comment. These documents will be forwarded to the County in PDF format for easy distribution. In addition, SCS will provide one full-size hard copy of the drawings for discussion purposes. SCS has budgeted for the design task leads to meet one time for half a day with the County at the landfill or County administration building within two weeks of the submittal to discuss and receive comments the County may have at that time. SCS will document and incorporate the County's comments from the 90% submittal to a 100% level and submit the application package digitally signed and sealed by a licensed Florida Professional Engineer to FDEP. An electronic version and one hard copy of the 100% submittal will be provided to the County.

SCS will respond to the FDEP comments on the permit application package and conduct one Microsoft Teams call with the design task leads, if received, to clarify comments and requests up to the remaining budget capacity provided no requests from FDEP require additional work that was not anticipated or discussed at the pre-application teleconference meeting. This assumes that the FDEP

comments exclude substantial redesign, expansion of Project scope, new or revised third-party studies, new modeling criteria imposed after submittal, or additional meetings beyond those stated in the scope of work; these items, if required, constitute additional services not included in this scope of work.

Task 8.2 - ERP Permit Application Zone 7

An application to modify the existing landfill and the Zone 6 ERP will be required for the Zone 7 stormwater management system. The ERP program will be managed through the FDEP South District office.

SCS will prepare one ERP major modification application package consistent with Chapter 62-330, FAC and the ERP Applicant's Handbook (Vol I and SWFWMD Vol II) to modify the Zone 6 ERP and the existing landfill ERP No. 14-223606-001 for construction of Zone 7. An ERP is required prior to the construction, alteration, or operation because it is a modification of a project previously permitted under Part IV of Chapter 373, FS. SCS will conduct the following activities as a part of this task.

- Confirm major-modification applicability, identify applicable stormwater performance criteria (including AH Vol I §8.3 nutrient requirements, as applicable), and document the compliance pathway.
- Calculating water quality and quantity storage requirements.
- Establishing design storm.
- Delineating basin areas using CAD software.
- Calculating the time of concentration and travel time for each basin.
- Evaluating percolation rate through the dry and wet retention areas.
- Design retention/detention facilities, swales, culverts, control structures.
- Prepare BMP train or equivalent water quality model to demonstrate compliance with nutrient removal criteria.
- Stormwater Operations and Maintenance Plan, Annual Operations and Maintenance Cost Estimate, and Financial Capability Certification.
- Develop StormWise/ICPR (or agency-accepted equivalent) hydrologic/hydraulic and water quality modeling files, input summaries, and output report.
- Design emergency overflow systems based on appropriate soil percolation assumptions; Prepare an erosion and sediment control plan.
- Prepare a Stormwater Design Report summarizing the proposed changes, impacts, and model outputs.
- Prepare the required FDEP forms to complete the application package.

Deliverables

A copy of the 90% submittal including the application, drawings, and associated calculations will be submitted to the County for review and comment. These documents will be forwarded to the County in PDF format for easy distribution. In addition, SCS will provide one full-size hard copy of the drawings for discussion purposes. SCS has budgeted for the design task leads to meet one time for half a day with the County at the landfill or County administration building within two weeks of the submittal to discuss and receive comments the County may have at that time. SCS will document and incorporate the County's comments from the 90% submittal to a 100% level and submit the application package digitally signed and sealed by a licensed Florida Professional Engineer to FDEP. An electronic version and one hard copy of the 100% submittal will be provided to the County.

SCS will respond to the FDEP comments on the permit application package and conduct one Microsoft Teams call with the design task leads, if received, to clarify comments and requests up to the remaining budget capacity provided no requests from FDEP require additional work that was not anticipated or discussed at the pre-application teleconference meeting. This assumes that the FDEP comments exclude substantial redesign, expansion of Project scope, new or revised third-party studies, new modeling criteria imposed after submittal, or additional meetings beyond those stated in the scope of work; these items, if required, constitute additional services not included in this scope of work.

Task 8.3 - Wetlands Permitting and Mitigation

During Phase 1 of the Project, SCS subcontracted Verdantas to conduct a survey to delineate jurisdictional wetlands and surface waters in accordance with the Florida Wetlands Delineation Manual (Chapter 62-340, FAC), suitable for submittal to the FDEP and the US Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual, 2010 Supplement, suitable for submittal to the USACE. Based on the activities completed, Verdantas identified two wetland areas and two surface water areas estimated to be 1.36 acres that would be impacted by Zone 7.

For this scope of work, SCS will subcontract with Verdantas to develop wetland mitigation plans for review by the FDEP South District's Submerged Lands Environmental Resource Coordination (SLERC) program and the USACE for Zone 7. During the permitting process, the USACE considers the adverse impacts to the aquatic environment are offset by mitigation requirements, which may include restoring, enhancing, creating and preserving aquatic functions and values. Verdantas will coordinate with the SLERC Wetland Evaluation and Delineation Section (WEDS) to confirm formal wetland delineations, to provide a consistent application of the Florida Unified Wetland Delineation Methodology (Chapter 62-340, FAC). The SCS team will investigate and analyze mitigation options and conduct the following for submittal for Zone 7.

- Develop a wetland mitigation plan for USACE. The wetland mitigation plan may include an enhancement plan for eradication and management of nuisance/exotic plants over the proposed conservation easement. The wetland mitigation plan will include a map of the proposed mitigation area(s) and wetland impact areas, a list of the nuisance and exotic species that will be targeted for removal, a description of the type of removal methods, and a proposed schedule and management plan for long-term eradication. The draft wetland mitigation plan will be submitted to the County for review before submitting it to the USACE (Jacksonville District). The effort will include a permit application to the USACE and supporting documentation.

- Provide supplemental to the FDEP information required for mitigation banks including the following information:
 - Location of the proposed Mitigation Bank(s).
 - Ecological significance.
 - Current site conditions of the Mitigation Bank(s) areas (soils, hydrology, vegetation, and topography).
 - Mitigation Plan
 - Proposed construction/mitigation activities.
 - Proposed vegetation enhancement activities.
 - Measures to be implemented to avoid adverse impacts.
 - Detailed wetland management plan.
 - Proposed monitoring plan to demonstrate mitigation success.
 - Assessment of improvements in ecological value.
 - Evidence of sufficient legal or equitable interest in the property which is to become the Mitigation Bank.
 - Financial responsibility including cost estimates and draft documentation for the long-term performance of the mitigation.

Deliverables

As part of the ERP application for Zone 7, a copy of the 90% submittal including the application, drawings, and associated calculations will be submitted to the County for review and comment. These documents will be forwarded to the County in PDF format for easy distribution. In addition, SCS will provide one full-size hard copies of the drawings for discussion purposes. SCS has budgeted for the design task leads to meet one time for half a day with the County at the landfill or County administration building within two weeks of the submittal to discuss and receive comments the County may have at that time. SCS will document and incorporate the County's comments from the 90% submittal to a 100% level and submit the application package digitally signed and sealed by a licensed Florida Professional Engineer to FDEP. An electronic version and one hard copy of the 100% submittal will be provided to the County.

SCS will respond to the comments on the permit application package and conduct one Microsoft Teams call with the design task leads, if received, to clarify comments and requests up to the remaining budget capacity provided no requests require additional work that was not anticipated or discussed at the pre-application teleconference meeting. This assumes that the comments exclude substantial redesign, expansion of Project scope, new or revised third-party studies, new modeling criteria imposed after submittal, or additional meetings beyond those stated in the scope of work; these items, if required, constitute additional services not included in this scope of work.

Task 8.4 - Draft Permit Reviews Zones 6 and 7

Following receipt of the notice of completeness from the FDEP for Zone 6 and then for Zone 7, SCS will review the draft permits separately and their specific conditions with the County. We will discuss

our findings with the County and if needed, SCS will provide comments to the FDEP on behalf of the County if revisions to the permits language are required. The County will be responsible and pay all costs associated with advertising the Notice of Intents separately for each of the permits as required by FDEP.

TASK 9 - BID SUPPORT SERVICES ZONE 6

Task 9.1 - Project Bid Documents

Upon submission of the permit application for Zone 6 to the FDEP, SCS will work with the County and the County's procurement division to prepare the bid documents for the construction of Zone 6. Specifically, SCS will compile the permit drawings and provide additional construction details necessary to produce a construction-level set of plans including noting areas for material laydown and if necessary, excavation stockpile.

Additionally, SCS will consolidate the technical specifications, CQA Plan, and construction permits for inclusion in the bid documents. SCS will prepare a bid form, the accompanying measurement and payment specification section, and the engineer's construction cost estimate for the Project. SCS will use the County's front-end bid documents and the construction contract, including the general and special conditions, and will provide the invitation to bid, instructions to bidders, and the Project description. SCS will provide guidance to the County regarding timelines, liquidated damages, substitution or equals, and bidder pre-qualification. These documents will be forwarded to the County in PDF format for the County to distribute to potential bidders.

Deliverables

A copy of the complete draft bid package will be submitted to the County for review and comment. These documents will be forwarded to the County in PDF format for easy distribution. SCS will document and incorporate the County's comments and submit the package digitally signed and sealed by a licensed Florida Professional Engineer.

Task 9.2 - Bid Phase Services

SCS will work with the County and its procurement division during the Zone 6 bidding phase. SCS will attend one pre-bid meeting and one site visit at the landfill with potential bidders.

SCS will respond to questions from proposed bidders raised during the bidding period, as appropriate, to interpret, clarify, or expand items as needed by issuing up to three written addenda to the bid documents based on written requests received from prospective bidders. SCS assumes the County procurement division will compile all questions and provide one complete set in which SCS will respond.

SCS assumes the County and its procurement division will review and evaluate the bids, verify the references provided by the bidders, note exceptions and irregularities in the submittals, and award a contractor the construction of Zone 6. SCS has not provided budget within this scope of work to conduct any of these activities.

Deliverables

SCS will provide the County responses to questions from proposed bidders raised during the bidding period to clarify, correct, or amend items as needed by issuing up to three written addenda to the County procurement division for response to bidders. The County will provide the SCS responses to questions to the proposed bidders.

TASK 10 - ADDITIONAL ECOLOGICAL SURVEYS AND FIELD ACTIVITIES

Task 10.1 - Ecological Survey Zone 6

An initial ecological survey was completed as part of Phase 1. Additional wetland delineation activities are not required for Phase 2 of the Project. Due to timing of the final investigations, additional ecological surveys, permitting, and field activities will need to be completed prior to beginning construction of Zone 6. Due to the construction schedule for Zone 7 and the limited validity period of the required ecological surveys, the ecological assessments (e.g., caracara, gopher tortoise, and others) for Zone 7 will be completed during Phase 4.

Listed Species and Wildlife Habitat Survey

SCS will subcontract with Verdantas to perform a listed-species and wildlife habitat survey for species listed as Endangered, Threatened, or of Special Concern by the USFWS and/or FWC. Surveys will be conducted consistent with the FWC Guide and other applicable agency guidance. Direct observations and indirect indicators (e.g., tracks, scat, burrows, nests, cavities) will be documented with sub-meter GPS (as applicable) and summarized in an Ecological Survey Letter, including a discussion of observed habitats and noted listed species indicators. Species of concern include gopher tortoise and crested caracara.

Gopher Tortoises

Based on the initial ecological survey completed as part of Phase 1, Verdantas located approximately nine active and two abandoned gopher tortoise burrows within the Zone 6 survey area. A relocation permit (Conservation Permit) for gopher tortoises will be required from the FWC if ground disturbance is within 25 feet of a burrow.

This scope of work includes conducting a final listed species and wildlife habitat survey that will be completed just prior to construction of Zone 6. This scope of work will include the ecological survey field activities, report preparation, Conservation Permit preparation, and field activities for the relocation of an assumed nine gopher tortoises within the area affected by Zone 6 construction. SCS has not included the offsite recipient site fees for the tortoises, that associated cost will be the responsibility of the County. Note, the gopher tortoise survey will only be valid for 90 days. After a survey it can take anywhere from 6 to 8 weeks before a permit is received to begin relocation activities, so timing is critical to complete these activities prior to construction of Zone 6.

Crested Caracara

A formal survey during the breeding season will be required to avoid take of potential nests and document caracara utilization of the site prior to construction of Zone 6. A formal survey will occur biweekly in the Project area and required buffer during the timeframe of January 10th through April 30th to be considered valid in accordance with the Survey Protocol for Finding Caracara Nests

(2004). All potential costs associated with mitigating the presence of crested caracaras or nests are not included within this scope of work.

Deliverables

Upon completion of field activities, the County will be provided with the Species and Wildlife Habitat findings for the gopher tortoises, crested caracara, and the Conservation Permit and an opportunity to review.

ASSUMPTIONS AND LIMITATIONS

The scope of services does not include any activities not explicitly listed herein. This scope of work and fees are based on the following assumptions:

- No permit applications or submittals to FDEP beyond the submittals described above will be required. SCS does not believe any other permits are required than those identified above. If FDEP requires additional submittals or analyses, then this work can be performed on a time and materials basis, with prior County approval.
- SCS assumes upon NTP there will be no work stoppage directed by the County other than those related to emergencies or as indicated by the contract between SCS and the County.
- SCS assumes the County has an existing boundary survey submitted to the FDEP as part of prior permit applications (and the boundary survey information remains unchanged), which will be referenced in this Project's permit application. No budget has been included in this scope of work to prepare property boundary surveys.
- An in-depth master fill sequence plan for the Project has not been included in this scope of work. The information provided with the permit applications for Zone 6 and then Zone 7 to FDEP will be sufficient for permitting purposes. Should the County request fill sequence plans in greater detail those can be provided after obtaining the Operation/Construction Permit from the FDEP under a separate scope of work and budget.
- No Consumptive Use Permit (CUP) or dewatering Permit will be required for the Project. Design depths for cell base grades or sumps will not be significantly put into the seasonal high groundwater table.
- No field investigations or additional engineering calculations will be required other than those outlined above.
- No wetland permitting is required and no crested caracara are within the area of Zone 6.
- This scope of work includes conducting a final listed species and wildlife habitat survey that will be completed just prior to construction of Zone 6. This scope of work will include the ecological survey field activities, report preparation, Conservation Permit preparation, and field activities for the relocation of an assumed nine gopher tortoises within the area affected by Zone 6 construction. SCS has not included the offsite recipient site fees for the tortoises, that associated cost will be the responsibility of the County. Note, the gopher tortoise survey will only be valid for 90 days. After a survey it can take anywhere from 6 to 8 weeks before a permit is received to begin relocation activities, so timing is critical to complete these activities prior to construction of Zone 6.
- Due to the construction schedule for Zone 7 and the limited validity period of the required

ecological surveys, the ecological assessments (e.g., caracara, gopher tortoise, and others) for Zone 7 is not included in this scope of work and will be completed during Phase 4 under a separate task. The schedule and associated costs assume no crested caracaras or nests are identified that will require additional time and effort (in design, bid documents, etc.). All potential costs associated with mitigating the presence of crested caracaras or nests are not included within this scope of work.

- No budget has been included in this scope of work for design of additional leachate storage capacity, repairs to existing infrastructure, or conveyance to planned infrastructure other than that related to Zone 6 and 7.
- To provide for future waste placement, the project focus is to design, permit, and construct Zone 6. Permitting and construction of Zone 7 may occur outside the three-year term (March 24, 2029).
- The attached fee schedule is good until March 31, 2028. Should the Project extend beyond that date, SCS will provide the County an updated scope of work and fee schedule at that time to complete this scope of work associated with Phase 2.
- Documents requested from the County will be provided in an electronic format (Microsoft Word, AutoCAD, etc.).
- The County will be responsible for all permit application fees associated with the Project.
- SCS will respond to up to four rounds of FDEP comments (Task 7.1) and have budgeted 40 hours for each round.
- CEI services are not included under this scope of services for neither Zone 6 or 7 and are expected to be provided under a separate task at a later date.

FEE

The overall fee for Phase 2 of this scope of work is **not to exceed** \$1,787,036.30, broken down by Tasks identified below and outlined in Exhibit 1. The number of hours for each labor category has been estimated and may change based on the personnel performing the work. The budget for each Task has been estimated but work for the Project may be billed to Tasks identified as completed if budget is required to complete other Tasks. The work will be billed on a **time and materials basis**.

TASK #	DESCRIPTION	PHASE 1 FEE (Approved)	PHASE 2 FEE
	PHASE 1		
Task 1	Project Initiation and Communication (additional effort required)	\$72,989.70	\$85,335.61
Task 2	Kick-off Meeting/Basis of Design Workshop	\$91,521.50	\$0.00
Task 3	Pre-application Meeting with FDEP Solid Waste Department	\$4,450.00	\$0.00
Task 4	Pre-application Meeting with FDEP Stormwater Department	\$4,864.75	\$0.00
	PHASE 2		
Task 5	Field Activities (additional effort required)	\$138,394.70	\$16,581.68
Task 6	Utility Corridor Design Zones 6 and 7	-	\$200,885.49
Task 7	Solid Waste Permit Modification Application Zones 6 and 7	-	\$831,834.44
Task 8	ERP Permit Application Zones 6 and 7	-	\$379,203.76
Task 9	Bid Support Services Zone 6	-	\$69,722.29
Task 10	Additional Ecological Surveys and Field Activities Prior to Zone 6 Construction	-	\$203,473.03

SCS appreciates the opportunity to submit this scope of work. If you have any questions, please contact Bob Curtis at (813) 293-3403 or Shane Fischer at (813) 503-1044.

Sincerely,



Carlo F. Lebron, P.E.
 Sr. Vice President
 SCS Engineers



Shane R. Fischer, P.E.
 Vice President
 SCS Engineers

SRF/CFL:rbc

Encl. Exhibit 1: Fee

Exhibit 1

Fee

Phase 2 Proposal
DeSoto County RFQ 26-08-00
Section 16 Landfill Zones 6 and 7 Expansion

LABOR COSTS

**LABOR HOURS
SUMMARY**

Personnel	Task 1	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Hours	Billing Rate	Totals
Principal	18.0		28.0	205.0	32.0	15.0	8.0	306.0	\$334.18	\$102,260.15
Senior Project Advisor									\$323.57	
Project Director II				48.0				48.0	\$299.17	\$14,360.34
Project Director I	180.0	6.0	142.0	1,017.0	2.0	72.0	36.0	1,455.0	\$273.71	\$398,251.25
Senior Project Manager II									\$254.62	
Senior Project Manager I									\$233.40	
Project Manager II									\$223.85	
Technical Advisor II									\$219.61	
GIS Manager									\$219.61	
Project Manager I				24.0	234.0	8.0		266.0	\$207.94	\$55,311.08
Senior Project Professional II			168.0	114.0		8.0	20.0	310.0	\$198.39	\$61,500.37
Technical Advisor I									\$189.90	
Senior Project Professional I				180.0	148.0			328.0	\$185.66	\$60,895.66
Senior Designer				512.0		64.0		576.0	\$179.29	\$103,272.25
Project Professional II					384.0			384.0	\$175.05	\$67,218.62
Designer II				472.0		40.0		512.0	\$161.26	\$82,563.48
GIS Analyst									\$161.26	
Senior Superintendent									\$159.14	
Project Professional I			48.0	1,094.0			12.0	1,154.0	\$162.32	\$187,314.63
Staff Professional II	170.0	16.0	176.0	351.0	608.0	80.0	40.0	1,441.0	\$151.71	\$218,612.24
Analyst III									\$169.74	
Senior Technician									\$143.22	
Designer I									\$136.86	
Staff Professional I									\$143.22	
Analyst II									\$153.83	
Associate Staff Professional									\$135.80	
Drafter II					192.0			192.0	\$129.43	\$24,850.52
Technical Associate									\$129.43	
Data Analyst									\$127.31	
Analyst I									\$116.70	
Technician		84.0						84.0	\$119.88	\$10,070.06
Drafter I									\$111.39	
Administrative Professional	39.0							39.0	\$109.27	\$4,261.64
Totals	407.0	106.0	562.0	4,017.0	1,600.0	287.0	116.0	7,095.0		\$1,390,742.30

DIRECT COSTS

**PER TASK
QUANTITY AND COST**

Direct Cost	Unit Cost	Unit	Task 1	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Units	Totals
Vehicle	\$150.00	Day				4.00	4.00	1.00		9.00	\$1,350.00
Truck (Day)	\$160.00	Day		12.00						12.00	\$1,920.00
CAD/GIS Usage	\$10.00	Hour				1,024.00	192.00	104.00		1,320.00	\$13,200.00
Water Level Meter	\$43.50	Day		12.00						12.00	\$522.00
Total Direct Costs				\$2,442.00		\$10,840.00	\$2,520.00	\$1,190.00		1,353.0	\$16,992.00

Phase 2 Proposal
DeSoto County RFQ 26-08-00
Section 16 Landfill Zones 6 and 7 Expansion

REIMBURSABLE COSTS

PER TASK
QUANTITY AND COST

Reimbursable	Unit Cost	Unit	Task 1	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Units	Total Cost
CPH	\$1.00	Each			45,800.00			10,000.00		55,800.00	\$55,800.00
Verdantas	\$1.00	Each			35,000.00		100,000.00		170,440.00	305,440.00	\$305,440.00
Reimbursables Cost					\$80,800.00		\$100,000.00	\$10,000.00	\$170,440.00		\$361,240.00
G&A, 5.0% Reimbursables					\$4,040.00		\$5,000.00	\$500.00	\$8,522.00		\$18,062.00
Total Reimbursables Costs					\$84,840.00		\$105,000.00	\$10,500.00	\$178,962.00		\$379,302.00

TOTAL PROJECT COST

PER TASK
LABOR, DIRECT, AND REIMBURSABLE COSTS

Totals	Task 1	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Totals
Labor	\$85,335.61	\$14,139.68	\$116,045.49	\$820,994.44	\$271,683.76	\$58,032.29	\$24,511.03	\$1,390,742.30
Direct Costs		\$2,442.00		\$10,840.00	\$2,520.00	\$1,190.00		\$16,992.00
Reimbursable Costs			\$80,800.00		\$100,000.00	\$10,000.00	\$170,440.00	\$361,240.00
G&A, 5.0% Reimbursables			\$4,040.00		\$5,000.00	\$500.00	\$8,522.00	\$18,062.00
Total Reimbursables Cost			\$84,840.00		\$105,000.00	\$10,500.00	\$178,962.00	\$379,302.00
Total Project Cost	\$85,335.61	\$16,581.68	\$200,885.49	\$831,834.44	\$379,203.76	\$69,722.29	\$203,473.03	\$1,787,036.30

Task 1 - Project Initiation and Communication (Continued)

Task 5 - Field Activities (Continued)

Task 6 - Utility Corridor Design

Task 7 - Solid Waste Permit Modification Application Zones 6 and 7

Task 8 - ERP Permit Application Zones 6 and 7

Task 9 - Bid Support Services Zone 6

Task 10 - Additional Ecological Surveys and Field Activities



DeSoto County

7/28/2026

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 2026-124, 2026-125, 2026-127 and 2026-132.

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

PASSED AND ADOPTED this 28th day of July 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

Packet 19
July 28, 2026

Attachment 1

Department	Attachment Amendment	Description
Various Funds	2 124	Fund Balance Carry Fwd. & Adjustments for FY24-25 into FY26.
Law Enforcement Trust	3 125	Sheriff request L.E.T. revenues to be placed in L.E.T. reserves period April to June 2026.
General Fund-Sheriff	4 127	Budget Sheriff Legislative Mandate effective July 1, 2026.
Landfill Construction	5 132	Budget balance of SCS Landfill Engineering & Design project for Zones 6 & 7.

2025/2026 Budget Amendments Packet 19
July 28, 2026

Revenue Sources				Expenses Account Description		
Attachment						
	General Fund	Funds From:	Fund	B.A.		Funds Disbursed For:
2	2,586,229.00	Fund Balance Fwd.	001	124	2,586,229.00	Contingency, Prof Svcs., Pubs-Dues
2	41,853.00	Trsf. From Curbside Collection	001	124	41,853.00	Contingency
2	27,511.00	Trsf. From Emergency Mgmt.	001	124	27,511.00	Contingency
2	3,368.00	Trsf. In from CDBG	001	124	3,368.00	Contingency
2	83,687.00	Trsf. In from Gen Fund	001	124	83,687.00	Contingency
4	698,952.00	Legislative Appropriation Sheriff	001	127	698,952.00	FDLE FCC Grant
	\$ 3,441,600.00				\$ 3,441,600.00	

Attachment						
Special Revenue	Funds From:	Fund	B.A.		Funds Disbursed For:	
2 9,603.00	Fund Balance Fwd.	101	124	9,603.00	Home Energy	
2 307,089.00	Fund Balance Fwd.	102	124	307,089.00	Reserve for Contingency	
2 52,799.00	Fund Balance Fwd., Training Res.	105	124	52,799.00	Contingency	
2 185,230.00	Reserve for Capital	106	124	185,230.00	Volunteer Reserve, Fund Balance Fwd.	
2 239.00	Utilities	109	124	239.00	Fund Balance Fwd.	
2 55.00	Reserve for Cash Fwd.	110	124	55.00	Fund Balance Fwd.	
2 13.00	Fund Balance Fwd.	112	124	13.00	Reserve for Cash Fwd.	
2 319.00	Fund Balance Fwd.,	113	124	319.00	Utilities	
2 101.00	Reserve for Cash Fwd.	114	124	101.00	Fund Balance Fwd.	
2 106.00	Utilities	115	124	106.00	Fund Balance Fwd.	
2 58.00	Utilities	116	124	58.00	Fund Balance Fwd.	
2 35.00	Utilities	117	124	35.00	Fund Balance Fwd.	
2 46,853.00	Fund Balance Fwd.	130	124	46,853.00	Trsf. to Gen Fund, Misc. Expenses	
2 56,348.00	Reserve for Capital Improvements	133	124	56,348.00	Fund Balance Fwd.	
2 29,098.00	Fund Bal Fwd.EMPA, EMPG	134	124	29,098.00	Trsf. to Gen Fund, Office Supplies	
2 310,884.00	Ship Revenues	141	124	310,884.00	Fund Bal. Fwd. Various GL Accts.	
2 45,309.00	Fund Balance Fwd.	150	124	45,309.00	Reserve for Contingency	
2 12,000.00	CDBG Grant	168	124	12,000.00	Fund Bal. Fwd., Various GL Accts.	
2 547,109.31	Fund Balance Fwd.	171	124	547,109.31	Contingency	
2 387,730.00	Fund Balance Fwd.	175	124	387,730.00	Misc. Exp. & Prof. Svcs.	
2 10,258,868.00	State & Fed. Assistance	176	124	10,258,868.00	Fund Bal. Fwd. Various GL Accts.	
2 937,729.00	Federal Public Assistance	179	124	937,729.00	Fund Balance Fwd.	
2 27,055.00	Reserves	190	124	27,055.00	Fund Balance Fwd.	
2 123.05	Trsf. From Capital Road Projects	102	124	123.05	Advertising	
\$ 13,214,753.36				\$ 13,214,753.36		

Attachment						
Capital Construction Funds	Funds From:	Fund	B.A.		Funds Disbursed For:	
2 16,639.00	Construction Costs	302	124	16,639.00	Cash Fwd. Construction	
2 123.05	Fund Balance Fwd./	304	124	123.05	Trsf. To Transportation	
2 83,751.00	Fund Balance Fwd./	307	124	83,751.00	Bldg. Impr., Trsf to Gen Fund	
\$ 100,513.05				\$ 100,513.05		

2025/2026 Budget Amendments Packet 19
July 28, 2026

Attachment							
Enterprise Funds		Funds From:	Fund	B.A.		Funds Disbursed For:	
2	360,089.00	Reserves	400	124	360,089.00	Fund Balance Fwd.	
2	9,314.00	Fund Balance Fwd.	401	124	9,314.00	Reserve for Capital	
2	1,472.00	Fund Balance Fwd.	402	124	1,472.00	Reserves	
2	364,072.00	Fund Balance Fwd. W&WW	410	124	364,072.00	Reserve for Contingency	
2	411.00	Fund Balance Fwd.	412	124	411.00	Contingency	
2	5,646,477.00	Fund Balance Fwd., FDEM Grant	413	124	5,646,477.00	Contingency	
5	1,249,299.00	Reserves	402	132	1,249,299.00	Professional Services	
<u>\$ 7,631,134.00</u>					<u>\$ 7,631,134.00</u>		

Attachment							
Agency Funds		Funds From:	Fund	B.A.		Funds Disbursed For:	
2	4,805.00	Fund Balance Fwd.	601	124	4,805.00	Reserves	
3	4,928.19	Fund Balance Fwd.	601	125	4,928.19	Reserves	
<u>\$ 9,733.19</u>					<u>\$ 9,733.19</u>		
<u><u>\$ 24,397,733.60</u></u>		Total Debits			<u><u>\$ 24,397,733.60</u></u>	Total Credits	

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Fund Balance Carry Forward- Adjustments for		Date	7/28/2026	Amendment #	2026-124
	Various Funds					
Account #	Account Description	CURRENT	DEBIT	CREDIT	REVISED	
					Budget Amt	Explanation for Request
5599100000	Contingency	10,098,523.89	2,526,229.00		12,624,752.89	Budget Carryovers & Adjustments for FY 24/25 into FY26.
5153100000	Professional Services	265,047.00	50,000.00		315,047.00	
5235400000	Publications-Dues-Subscriptions	14,000.00	10,000.00		24,000.00	General Fund
3990000000	Fund Balance Forward	22,974,764.00		2,586,229.00	25,560,993.00	
			2,586,229.00	2,586,229.00	-	
5644300000	Home Energy Assistance	82,152.00	9,603.00		91,755.00	LIHEAP
3990000000	Fund Balance Forward	-		9,603.00	9,603.00	
			9,603.00	9,603.00	-	
5809901000	Reserve for Contingency	60,193.00	307,089.00		367,282.00	Transportation
3990000000	Fund Balance Forward	1,606,597.00		307,089.00	1,913,686.00	
			307,089.00	307,089.00	-	
5249900000	Contingency	209,003.00	52,799.00		261,802.00	Building
5249902000	Training Reserve	2,299.00		2,299.00	-	
3990000000	Fund Balance Forward	1,115,646.00		50,500.00	1,166,146.00	
			52,799.00	52,799.00	-	
5229900000	Volunteer Reserves	3,344.00	1,536.00		4,880.00	Public Safety
3990000002	Fund Balance Forward-Administration	1,979,572.00	183,694.00		1,795,878.00	
5109901001	Reserve for Capital	206,794.00		185,230.00	21,564.00	
			185,230.00	185,230.00	-	
3990000000	Fund Balance Forward	(7,689.00)	239.00		(7,928.00)	Kings Crossing Lighting District
5314300000	Utilities	26,832.00		239.00	26,593.00	
			239.00	239.00	-	
3990000000	Fund Balance Forward	4,201.00	55.00		4,146.00	Peace River Lighting District
5319901000	Reserve for Cash Forward	4,600.00		55.00	4,545.00	
			55.00	55.00	-	
5319900000	Reserve for Cash Forward	1,172.00	13.00	-	1,185.00	Ogden Acres Lighting District
3990000000	Fund Balance Forward	1,124.00		13.00	1,137.00	
			13.00	13.00	-	
5314300000	Utilities	7,877.00	319.00		8,196.00	Golden Melody Lighting District
3990000000	Fund Balance Forward	(8,661.00)		319.00	(8,342.00)	
			319.00	319.00	-	
3990000000	Fund Balance Forward	8,316.00	101.00		8,215.00	Harlem Heights Lighting District
5319900000	Reserve for Cash Forward	8,955.00		101.00	8,854.00	
			101.00	101.00	-	
3990000000	Fund Balance Forward	(874.00)	106.00		(980.00)	
5314300000	Utilities	9,250.00		106.00	9,144.00	Lake Suzy Lighting District
			106.00	106.00	-	
3990000000	Fund Balance Forward	(1,577.00)	58.00		(1,635.00)	Spring Lake Lighting District

Page 1 of 4

Account #	Account Description	CURRENT	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
11670655314300000	Utilities	4,050.00		58.00	3,992.00	
			58.00	58.00	-	
11700003990000000	Fund Balance Forward	(2,511.00)	35.00		(2,546.00)	
11770655314300000	Utilities	1,822.00		35.00	1,787.00	Sunny Breeze Lighting District
			35.00	35.00		
13047315819100001	Transfer to General Fund	-	41,853.00		41,853.00	Curbside Collection
13047315344903000	Miscellaneous Expenses	-	5,000.00		5,000.00	
13000003990000000	Fund Balance Forward	-	-	46,853.00	46,853.00	
00199985599100000	Contingency	12,624,752.89	41,853.00		12,666,605.89	
00100003810000130	Transfer from Curbside Collection	-		41,853.00	41,853.00	
			88,706.00	88,706.00	-	
13300003990000000	Fund Balance Forward	382,726.00	56,348.00		326,378.00	E911
13371425269900000	Reserve for Capital Improvements	269,314.10	-	56,348.00	212,966.10	
			56,348.00	56,348.00	-	
13471315819100001	Transfer to General Fund	-	27,511.00		27,511.00	
13471335255100000	Office Supplies	-	1,587.00		1,587.00	
13400003340000938	EMPA Grant	105,806.00		1,587.00	107,393.00	
13400003340000937	EMPG Grant	50,725.00		13,036.00	63,761.00	
13400003990000000	Fund Balance Forward	-		14,475.00	14,475.00	
00199985599100000	Contingency	12,666,605.89	27,511.00		12,694,116.89	
00100003810000134	Transfer from Emergency Mgmt.	-		27,511.00	27,511.00	
			56,609.00	56,609.00		
14171265543400000	Contracted Services - HHRP	735,023.00	29,065.00		764,088.00	SHIP & SHIP HHRP
14171265544800000	Advertising - HHRP	-	60.00		60.00	
14100003355000000	(State) Ship Revenue	350,000.00		310,884.00	660,884.00	
14100003990000000	Fund Balance Forward	2,000,934.00	204,774.00		1,796,160.00	
14171295549900000	Reserve for Cash Forward	697,883.00	76,985.00		774,868.00	
			310,884.00	310,884.00	-	
15020105529900000	Reserve for Contingency	311,663.00	45,309.00		356,972.00	Tourist Development
15000003990000000	Fund Balance Forward	336,811.00		45,309.00	382,120.00	
			45,309.00	45,309.00		
16800003990000000	Fund Balance Forward	-	3,267.00		(3,267.00)	CDBG Housing
16820025543400000	Contracted Services	630,000.00	5,000.00		635,000.00	
16820025544900000	Miscellaneous Expenses	4,000.00	365.00		4,365.00	
16820025810000000	Transfer to General Fund	101,000.00	3,368.00		104,368.00	
16800003310002005	CDBG Housing Grant	738,000.00		12,000.00	750,000.00	
00100003810000168	Transfer in from CDBG	101,000.00		3,368.00	104,368.00	
00199985599100000	Contingency	12,694,116.89	3,368.00		12,697,484.89	
			15,368.00	15,368.00	-	
17171315259901000	Contingency	-	547,109.31		547,109.31	Hurricane Irma
17100003990000000	Fund Balance Forward	-		547,109.31	547,109.31	
			547,109.31	547,109.31	-	

Account #	Account Description	CURRENT	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
17571315254900000	Miscellaneous Expense	-	287,730.00	-	287,730.00	ARPA
17571315253100000	Professional Services	-	100,000.00		100,000.00	
17500003990000000	Fund Balance Forward	95,211.00		387,730.00	482,941.00	
			387,730.00	387,730.00	-	
17600003990000000	Fund Balance Forward	121,792.00	4,744,217.00		(4,622,425.00)	Hurricane Ian
17671365259901000	Reserve-Debt Repayment	-	5,493,949.00		5,493,949.00	
17600003611000000	Interest	-	20,702.00		(20,702.00)	
17600003345000000	State Public Assistance	-		6,726.00	6,726.00	
17600003315000000	Federal Public Assistance	2,475,431.00		10,252,142.00	12,727,573.00	
			10,258,868.00	10,258,868.00	-	
17900003990000000	Fund Balance Forward	-	937,729.00		(937,729.00)	Hurricane Milton
17900003315000000	Federal Public Assistance	-		937,729.00	937,729.00	
			937,729.00	937,729.00		
19000003990000000	Fund Balance Forward	641,273.00	27,055.00		614,218.00	Courts Article V
19024106019900000	Reserves	543,145.00		27,055.00	516,090.00	
			27,055.00	27,055.00		
30200003990000000	Cash Fwd. Construction	127,220.00	16,639.00		110,581.00	
30226005196500000	Construction Costs	127,220.00		16,639.00	110,581.00	Construction Fund
			16,639.00	16,639.00		
30460555819100102	Transfer to Transportation	-	123.05		123.05	
30400003990000000	Fund Balance Forward	-		123.05	123.05	
10260535414800000	Advertising	200.00	123.05		323.05	
10200003810000304	Trsf. From Capital Road Projects	-		123.05	123.05	
			246.10	246.10	-	
30770715296200000	Building & Improvements	312,355.00	64.00		312,419.00	
30700003990000000	Fund Balance Forward	858,550.75		83,751.00	942,301.75	
30771505819100001	Transfer to General Fund	-	83,687.00		83,687.00	Health Dept Generator
00199985599100000	Contingency	12,697,484.89	83,687.00		12,781,171.89	
00100003810000307	Transfer from Special Projects	81,604.00		83,687.00	165,291.00	
			167,438.00	167,438.00	-	
40042305349900000	Reserves	4,184,519.00	360,089.00		4,544,608.00	Environmental Services
40000003990000000	Fund Balance Forward	3,810,428.00		360,089.00	4,170,517.00	
			360,089.00	360,089.00	-	
40171145349901000	Reserve for Capital	4,553,155.00	9,314.00		4,562,469.00	Environmental Services Landfill Trust
40100003990000000	Fund Balance Forward	4,499,655.00		9,314.00	4,508,969.00	
			9,314.00	9,314.00	-	
40200003990000000	Fund Balance Forward	4,721,914.00	1,472.00		4,720,442.00	Environmental Services Construction
40204015349900000	Reserves	4,624,073.00		1,472.00	4,622,601.00	
			1,472.00	1,472.00	-	
41070945369908000	Reserve for Contingency	3,366,367.75	364,072.00		3,730,439.75	Utilities Operations
41000003990000000	Fund Balance Forward Water	3,295,687.50		182,036.00	3,477,723.50	

Account #	Account Description	CURRENT	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
41000003990100000	Fund Balance Forward Waste Water	3,295,687.50		182,036.00	3,477,723.50	
			364,072.00	364,072.00	-	
41271025339900000	Contingency	4,704,345.00	411.00		4,704,756.00	Utilities Capital Water
41200003990000000	Fund Balance Forward	4,524,517.00		411.00	4,524,928.00	
			411.00	411.00	-	
41370925359900000	Contingency	239,853.50	5,646,477.00		5,886,330.50	Utilities Capital Wastewater
41300003343501489	Expansion FDEM Grant	5,200,850.00		142,039.00	5,342,889.00	
41300003990000000	Fund Balance Forward	12,725,170.00		5,504,438.00	18,229,608.00	
			5,646,477.00	5,646,477.00	-	
60151415219901000	Reserves	112,230.31	4,805.00		117,035.31	Law Enforcement Trust Fund
60100003990000000	Fund Balance Forward	102,213.00	-	4,805.00	107,018.00	
			4,805.00	4,805.00		
	Column TOTALS		22,444,554.41	22,444,554.41		\$ -
	APPROVALS					Page 4 of 4

Board Chairman _____

County Administrator _____

Finance Director _____

Budget Coordinator _____

Entered By _____

Date: 7/28/2026

Date: 7/28/2026

Date: 7/28/2026

Date: 7/28/2026

Date: 7/28/2026

ATTACHMENT
2

BUDGET AMENDMENT REQUEST/CORRECTION

2024/2025

Department

Law Enforcement Trust

Date

7/28/2026

Amendment #

2026-125

[illegible]

Board Chairman

Date: 7/28/2026

County Administrator

Date: 7/28/2026

Finance Director

Date: 7/28/2026

Budget Coordinator

Date: 7/28/2026

Entered By

Date: 7/28/2026

ATTACHMENT 3

2024/2025

2026-127

APPROVALS

Date: 7/28/2026

2025/2026

ate	7/2
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Landfill Construction

7/28/2026

Amendment #

2026-132

APPROVALS

Date: 7/28/2026

Date: 7/28/2026

Date: 7/28/2026

Date: 7/28/2026

Date: 7/28/2026

5



DeSoto County

7/28/2026

Item #: 10.

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

DEPARTMENT: Legal
SUBMITTED BY: Mandy Hines, County Administrator
PRESENTED BY: Valerie Vicente, County Attorney

TITLE & DESCRIPTION:

Resolution / Temporarily Suspending Certain Truck Traffic Restrictions on Turner Avenue for Livestock Transport.

REQUESTED MOTION:

Motion to adopt Resolution temporarily suspending, for a period of one (1) year, the prohibition against through truck traffic on Tuner Avenue for trucks actively transporting livestock.

SUMMARY:

A Resolution providing temporary suspension of through truck traffic on Turner Avenue for livestock transport purposes.

BACKGROUND:

On August 23, 1988, the Board adopted Resolution No. 1988-55 prohibiting through truck traffic by vehicles having a rated load-carrying capacity in excess of one (1) ton on Turner Avenue from State Road 70 north to U.S. Highway 17 (State Road No. 35), except for trucks whose trips originate or terminate on Turner Avenue or along intersecting public roads. The restriction was adopted to protect the roadway, minimize public maintenance costs, and promote public safety.

Florida Department of Transportation (FDOT) is currently undertaking a major infrastructure improvement project affecting State Road 70. Construction activities, lane restrictions, and associated traffic impacts have resulted in significant congestion and delays at the intersection of State Road 70 and U.S. Highway 17.

During the July 14, 2026, regular meeting of the Board of County Commissioners, the Board discussed concerns raised by local livestock producers and transporters regarding the impacts of the construction-related traffic delays on vehicles transporting live animals. Specifically, the Board recognized that prolonged periods of stopped or

ITEM #: 10.

slow-moving traffic may expose livestock to unnecessary stress, heat, dehydration, and other health risks. During that discussion, the Board inquired whether the existing prohibition against through truck traffic on Turner Avenue could be temporarily suspended for livestock transport. Pursuant to said inquiry, the County Attorney prepared the necessary resolution to effectuate such temporary relief while preserving the intent of Resolution No. 1988-55. Turner Avenue presently provides the only available bypass around the congested intersection of State Road 70 and U.S. Highway 17. Accordingly, the proposed resolution would provide a limited, temporary exemption from the truck restriction solely for vehicles actively transporting livestock during the period of the State Road 70 construction impacts.

FUNDS:

Budget Amount: **NA**

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

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Explanation: Click or tap here to enter text.

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, TEMPORARILY SUSPENDING, FOR A PERIOD OF ONE (1) YEAR, THE PROHIBITION AGAINST THROUGH TRUCK TRAFFIC ON TURNER AVENUE ESTABLISHED BY RESOLUTION NO. 1988-55, SOLELY FOR TRUCKS ENGAGED IN THE TRANSPORTATION OF LIVESTOCK; PROVIDING FINDINGS; REQUESTING THAT THE DESOTO COUNTY SHERIFF'S OFFICE AND THE FLORIDA HIGHWAY PATROL REFRAIN FROM ENFORCING THE PROHIBITION AGAINST SUCH VEHICLES DURING THE TEMPORARY SUSPENSION; AUTHORIZING THE BOARD TO EXTEND THE SUSPENSION BY SUBSEQUENT RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 23, 1988, the Board of County Commissioners adopted Resolution No. 1988-55 prohibiting through truck traffic by vehicles having a rated load-carrying capacity in excess of one (1) ton on Turner Avenue from State Road 70 north to State Road No. 35 (U.S. 17), except for trucks whose trip originates or terminates on Turner Avenue or along public roads intersecting Turner Avenue, for the purpose of protecting the roadway, minimizing public maintenance costs, and promoting public safety; and

WHEREAS, the Florida Department of Transportation ("FDOT") is currently undertaking a major infrastructure improvement project affecting State Road 70, resulting in substantial traffic congestion, roadway delays, lane restrictions, and other traffic impacts in the vicinity of the intersection of State Road 70 and U.S. Highway 17; and

WHEREAS, Turner Avenue presently provides the only reasonably available bypass route around the congested intersection of State Road 70 and U.S. Highway 17 for motorists traveling through the area; and

WHEREAS, the Board finds that prolonged traffic delays create unique concerns for vehicles transporting live animals, as extended periods of confinement in stopped or slow-moving traffic may expose livestock to unnecessary stress, heat, dehydration, injury, and other conditions detrimental to the animals' health and welfare; and

WHEREAS, Section 585.01(13), Florida Statutes, defines "livestock" to mean grazing animals, such as cattle, horses, sheep, swine, goats, other hooved animals, poultry, ostriches, emus, and rheas, which are raised for private use or commercial purposes; and

WHEREAS, the Board finds that temporarily allowing trucks actively transporting livestock to utilize Turner Avenue during the pendency of the State Road 70 construction

project will reduce unnecessary delays affecting live animals while maintaining the existing prohibition for all other truck traffic; and

WHEREAS, the Board finds that the temporary exemption established herein is the least restrictive means of addressing the extraordinary traffic conditions created by the ongoing State Road 70 construction project because it is limited by vehicle type, cargo, duration, and purpose, thereby preserving the original intent of Resolution No. 1988-55 while accommodating the unique welfare needs associated with the transportation of live animals.

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

Section 1. Temporary Suspension for Livestock Transportation.

Notwithstanding the provisions of Resolution No. 1988-55, the prohibition against through truck traffic on Turner Avenue shall be temporarily suspended for a period of one (1) year from the effective date of this Resolution solely for trucks actively engaged in the transportation or hauling of livestock.

For purposes of this Resolution:

1. "Livestock" shall have the meaning set forth in Section 585.01(13), Florida Statutes, as may be amended from time to time, and includes grazing animals, such as cattle, horses, sheep, swine, goats, other hooved animals, poultry, ostriches, emus, and rheas, which are raised for private use or commercial purposes.
2. The exemption created by this Resolution shall apply only while livestock are physically present within the truck or trailer being transported. Empty trucks, trailers, or vehicles traveling to pick up livestock or returning after delivery are not exempt from the truck traffic prohibition established by Resolution No. 1988-55.
3. Except as expressly provided herein, all provisions of Resolution No. 1988-55 shall remain in full force and effect.

Section 2. Request for Enforcement Discretion. The Board respectfully requests that the DeSoto County Sheriff's Office and the Florida Highway Patrol refrain from enforcing the prohibition against through truck traffic established by Resolution No. 1988-55 with respect to vehicles qualifying for the exemption established in Section 1 of this Resolution during the effective period of this temporary suspension.

Section 3. Duration. Unless earlier repealed by subsequent resolution of the Board, this temporary suspension shall expire one (1) year from the effective date of this Resolution, at which time Resolution No. 1988-55 shall automatically resume full force and effect without further action by the Board.

Section 4. Extension. The Board of County Commissioners may extend the temporary suspension established by this Resolution by adopting one or more subsequent resolutions upon making findings that continued traffic conditions or other circumstances warrant such extension.

Section 5. No Other Modification. Except as expressly modified herein, Resolution No. 1988-55 shall remain unchanged and in full force and effect.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28th day of July 2026

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
DESOTO COUNTY, FLORIDA

Mandy Hines,
County Administrator

Steve Hickox, Chairman
Board of County Commissioners

Valerie Vicente,
County Attorney

RESOLUTION 1988-55

A RESOLUTION PROHIBITING THROUGH TRUCK TRAFFIC
BY TRUCKS WITH A RATED LOAD CAPACITY IN EXCESS
OF ONE TON ON TURNER AVENUE FROM STATE ROAD NO.
70 NORTH TO STATE ROAD NO 35 (U.S. NO. 17).

(ADOPTED AUGUST 23, 1988)

RESOLUTION NO. 1988-55
DESOTO COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, PROHIBITING THROUGH TRUCK TRAFFIC BY TRUCKS WITH A RATED LOAD CAPACITY IN EXCESS OF ONE TON ON TURNER AVENUE FROM STATE ROAD NO. 70 NORTH TO STATE ROAD NO. 35 (U.S. NO. 17).

WHEREAS,

the Board of County Commissioners of DeSoto County, Florida, is authorized by the provisions of Chapter 316 Florida Statutes to prohibit or regulate certain classes or kinds of vehicles on public roads of the County Road System, and

WHEREAS,

the Board of County Commissioners of DeSoto County, Florida, has determined that the prohibition of through truck traffic by trucks with a rated load capacity in excess of one ton on Turner Avenue from State Road No. 70 north to State Road No. 35 (U.S. No. 17) is necessary to better protect public property, to enhance public safety, and to minimize the public expense of maintenance.

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

Section 1 - Prohibitions

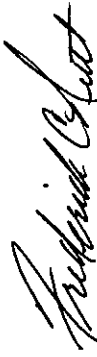
Through traffic trucks with a rated load-carrying capacity in excess of one (1) ton shall be prohibited at all times on Turner Avenue from State Road No. 70 north to State Road No. 35 (U.S. 17). For purposes of this Resolution through truck traffic shall apply to vehicles using said Turner Avenue which have a trip origin and destination beyond the limits of said Turner Avenue to which the prohibition applies. Through truck traffic does not apply to trucks intended for loading or unloading of cargo along said Turner Avenue or along public roads which intersect said Turner Avenue exclusively.

Section 2 - Posting

The Public Works Department of DeSoto County, Florida, is directed to post the truck traffic prohibited by the Resolution in accordance with the requirements of the Manual of Uniform Traffic Control Devices.

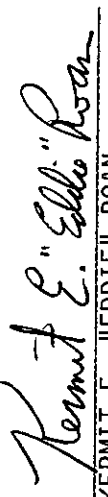
PASSED AND DULY ADOPTED in regular session by the Board of County Commissioners of DeSoto County, Florida, this 23rd day of August, 19 88.

ATTEST:


FREDERICK C. NUTT

County Administrator

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

BY 
KERMIT E. "EDDIE" ROAN
Chairman

APPROVED:


GARY A. VORBECK
County Attorney



DeSoto County

7/28/2026

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 / Joseph Minore / Land Development Regulation amendment
(LDR-0010-2025)**

REQUESTED MOTION:

A motion to adopt/deny the Ordinance amending the LDRs to permit commercial primitive camping in A-10 Zoning.

SUMMARY:

The applicant requests changing LDR Sec. 20-126 (1). a. 14. To include for-profit / commercial primitive tent camping in the A-10 zoning district.

BACKGROUND:

DeSoto County's Land Development Regulations (LDR) provide for specific zoning in the unincorporated portions of the County. This includes various zoning districts that provide for specific permitted uses and those available by special exception application, which have additional criteria and regulations. Primitive tent camping is a permitted use in the Agricultural 10 (A-10) zoning district.

Specifically, included in the permitted uses listed in Section 20-126 (1) a.14 of the A-10 zoning district is

14. *Primitive tent camping for recreational, noncommercial purposes, that:*

- (i) Is provided to the general public without a fee;***
- (ii) Is provided to the general public without any associated water and/or sanitary facilities or improvements;***
- (iii) Has a maximum of two primitive camping sites per acre; and***
- (iv) Is limited to no more than seven days per calendar month per campsite.***

The requirements appear to restrict the size of primitive campgrounds to align with the intent of the A-10 zoning district by limiting the potential impacts to neighboring properties and helping to prevent incompatible uses.

The applicant is requesting to amend this language to allow commercial primitive tent camping (charge fees) on eligible properties within the A-10 zoning district.

ITEM #: 11.



DESOTO COUNTY DEVELOPMENT DEPARTMENT STAFF REPORT

CASE INFORMATION

Application No.: LDR-0010-2025

Request: Privately Initiated Amendment to the Land Development Regulations (LDR) to allow commercial camping in the Agricultural 10 (A-10) zoning district.

Applicant: Joseph Minore
5587 NE River Ridge Ave.
Arcadia, FL 34266

Prepared by: G. Street/M. Servia

DEVELOPMENT REVIEW REPORT

The applicant requests changing LDR Sec. 20-126 (1).a. 14. to include for-profit / commercial primitive tent camping as well as free camping in the A-10 zoning district.

I. OVERVIEW

DeSoto County's Land Development Regulations (LDRs) provide for specific zoning in the unincorporated portions of the County. This includes various zoning districts that provide for specific permitted uses and those available by special exception application, which have additional criteria and regulations. Primitive tent camping is a permitted use in the Agricultural 10 (A-10) zoning district.

Specifically, included in the permitted uses listed in Section 20-126 (1) a.14 of the A-10 zoning district is

14. *Primitive tent camping for recreational, noncommercial purposes, that:*

- (i) *Is provided to the general public without a fee;*
- (ii) *Is provided to the general public without any associated water and/or sanitary facilities or improvements;*
- (iii) *Has a maximum of two primitive camping sites per acre; and*
- (iv) *Is limited to no more than seven days per calendar month per campsite.*

The requirements appear to restrict the size of primitive campgrounds to align with the intent of the A-10 zoning district by limiting the potential impacts to neighboring properties and helping to prevent incompatible uses.

The applicant is requesting to amend this language to allow commercial primitive tent camping (charge fees) on eligible properties within the A-10 zoning district.

II. DATA & ANALYSIS

The following are the applicants' proposed amendments to the DeSoto County Land Development Regulations and are shown in a strike-thru and underline format.

Sec. 20-126. - Agricultural 10 District (A-10).

The intent of the Agricultural 10 District (A-10) is primarily agricultural, pastoral, the extraction or processing of non-phosphate minerals, and low-density 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 regulations in this district are intended to permit a reasonable use of the property, at a gross density of one dwelling per ten 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 district is agricultural uses.

(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:

a. Permitted uses and structures (allowable without the need for any other use or structure).

14. Primitive tent camping for recreational, noncommercial purposes, that:

(i) Is provided to the general public without a fee;

Is provided to the general public with a fee;

(ii) Is provided to the general public without any associated water and/or sanitary

facilities or improvements;

(iii) Has a maximum of two primitive camping sites per acre; ~~and~~

(iv) Is limited to no more than seven days per calendar month per campsite; -

(v) Is provided to the general public with a fee. Peace River Flood Plain Zone only. Proof of liability and property damage insurance required.

Definitions

The following are relevant definitions from the LDRs, which provide some background on how campgrounds and campsites are defined:

Campground means land containing two or more campsites which are located, established, or maintained for use or occupancy by people in temporary living quarters, such as tents, recreational vehicles, or cabins, for recreation, education, or vacation purposes, with water and/or sanitary facilities, and for which a fee may be charged for such use or occupancy.

Campsite means a plot of ground within a campground intended for the exclusive occupancy by a cabin, recreational vehicle, or tent but which is not intended for permanent living quarters.

Staff Recommendation

Whether or not to allow camping in these areas for pecuniary gain is a policy decision of the Board. Should the Board agree with the applicant's desire to collect a fee for camping, staff recommends the following language:

14. Primitive tent camping for recreational, commercial or noncommercial purposes, that:

(i) Is provided to the general public with or without a fee;

Any sanitary facilities needed will be regulated by the Florida Department. of Health, and staff recommends the following:

(ii) Is provided to the general public ~~without any~~ meeting any associated water and/or sanitary facilities or improvements required by the Florida Department of Health;

(iii) Has a maximum of two primitive camping sites per acre; ~~and~~

(iv) Is limited to no more than seven days per calendar month per campsite;

The Applicant's proposed new language for Section 14.(v) suggests limiting all primitive tent camping in the A-10 district to the "Peace River Flood Plain Zone" only. It is staff's opinion that the focus should be on the safety of all campers and nearby residents, and recommends the following language:

(v) Must conform to all Federal, State, and County zoning, flood, environmental, and open burning (campfire) regulations.

Add the following definition to Chapter 20, Article XII, Section 20-1650 of the DeSoto County Code of Ordinances:

Primitive Camping means overnight occupancy of tents at designated primitive campsite facilities. Primitive campsite facilities are sites that are only accessible by non-motorized or minimally powered means, and contain only basic site improvements, such as fire rings, cleared tent pads, and picnic tables.

Other Jurisdictions

As a part of reviewing the application, staff compared primitive camping regulations in other jurisdictions; however, it was challenging assessing an apples-to-apples comparison:

- Charlotte County
 - Campgrounds allowed in Ag zoning by Special Exception and Concept Plan via Board of Zoning Appeals (hearing)
 - Campgrounds are considered 2 or more tent sites
 - Clarifies these are for profit businesses
 - Defines primitive campground to include office, general storage (convenience food store) and central bathhouse with utilities
- Hardee County
 - 5 or more tent sites must be in RV Park district
 - RV Park / Campground not permitted in Agriculture zoning district
- Hendry County
 - Hunting camp permitted in Ag zoning
 - RV parks are considered commercial uses and include camping
 - Camping not clearly defined as a recreational use
- Highlands County
 - No campsites in Agriculture zoning
- Hillsborough County
 - Camps allowed in Agriculture zoning district

- 10 campers = one dwelling unit; must be large enough parcel to meet the density requirements of the Comprehensive Plan for the equivalent number of dwelling units or the minimum requirements of the Zoning District in which it is located.
- Manatee
 - Campgrounds are considered commercial uses (includes RV parks in definition)
 - Allowed in Agricultural zoning but must be located on thoroughfare road within 1,500 feet of intersection of another thoroughfare road
 - Passive recreation includes low impact camping and is allowed in Ag zoning.
 - More than twenty-five (25) spaces for park trailers, recreational vehicles, and/or camping sites require the provision of an emergency storm shelter building.

Development Review Process for a Campground

It is also important to note the development review process for any proposed campgrounds.

Any proposed campground today is required to receive Board of County Commissioners development plan approval in addition to any specific permits (e.g., ROW, fire, building, FEMA Floodplain, etc.). Approval of the LDR amendment will not change this procedure.

If the subject amendment is adopted to allow for commercial primitive camping in the A-10 district, approval of a Development Plan by the Board will be required followed by an administratively approved Improvement Plan. Both applications will be reviewed by the staff at the county and applicable state departments, including the County Engineer, Utilities Dept., Planning & Zoning Division, Public Safety, Building Dept., Code Enforcement, FDOT, County Floodplain Manager, and the Health Dept.

If the property is located within the Conservation Overlay District or has onsite wetlands, an Environmental Report will be required which includes wetland delineation and a listed species analysis.

III. MOTIONS FOR CONSIDERATION

1. Motion to adopt the Land Development Regulations amendment, as requested by the applicant.

2. Motion to adopt the Land Development Regulations amendment, as recommended by staff.
3. Motion to deny the Land Development Regulations amendment.
4. Motion to Table the Land Development Regulations amendment.

IV. PUBLIC HEARING SCHEDULE

-
- Planning Commission: July 7, 2026
Recommendation of Approval by a vote of 3-1
- Board of County Commissioners: July 28, 2026

DESOTO COUNTY, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF DESOTO COUNTY, FLORIDA, AMENDING SECTION 20-126 OF "AGRICULTURAL 10 DISTRICT (A-10)" OF ARTICLE II, DIVISION 4, ZONING DISTRICTS OF CHAPTER 20 OF THE COUNTY'S LAND DEVELOPMENT REGULATIONS TO ALLOW FOR COMMERCIAL PRIMITIVE CAMPING AS A PERMITTED USE IN SAID ZONING DISTRICT; 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 ("Board") is authorized to adopt ordinances regulating the use of land in the County through the adoption of Land Development Regulations; and

WHEREAS, the purpose of this ordinance is to amend the County Land Development Regulations to include for-profit commercial primitive camping uses in the A-10 zoning district, provided there is compliance with the State Department of Health for water and sanitary facilities; and

WHEREAS, the Board further finds that adoption of this ordinance is in the best interest of the residents of the 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 Section 20-126 of the Land Development Regulations of the DeSoto County Code of Ordinances. Chapter 20, Article II, Division 4, Section 20-126 of the DeSoto County Code of Ordinances is hereby amended as follows:

ARTICLE II. – Zoning Districts and Requirements

DIVISION 4. – ZONING DISTRICTS

Sec. 20-126. - Agricultural 10 District (A-10). The intent of the Agricultural 10 District (A-10) is primarily agricultural, pastoral, the extraction or processing of non-phosphate minerals, and low-density 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 regulations in this district are intended to permit a reasonable use of the property, at a gross density of one dwelling per ten 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 district is agricultural uses.

(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:

a. Permitted uses and structures (allowable without the need for any other use or structure).

14. *Primitive tent camping for recreational, commercial and noncommercial purposes, that:*

- (i) Is provided to the general public with or without a fee;*
- (ii) Is provided to the general public ~~without any~~ meeting any associated water and/or sanitary facilities or improvements required by the Florida Department of Health;*
- (iii) Has a maximum of two primitive camping sites per acre; ~~and~~*
- (iv) Is limited to no more than seven days per calendar month per campsite; -*
- (v) Must conform to all Federal, State, and County zoning, flood, environmental, and open burning (campfire) regulations.*

Section 3. Amendment to Section 20-1650 of the Land Development Regulations of the DeSoto County Code of Ordinances. Chapter 20, Article XII, Section 20-1650 of the DeSoto County Code of Ordinances is hereby amended to add the following definition:

Primitive Camping means overnight occupancy of tents at designated primitive campsite facilities. Primitive campsite facilities are sites that are only accessible by non-motorized or minimally powered means, and contain only basic site improvements, such as fire rings, cleared tent pads, and picnic tables.

Section 4. 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 5. 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 6. 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 JULY, 2026.**

ATTEST:

DESOTO COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____
Mandy Hines,
County Administrator

By: _____
Steve Hickox,
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente,
County Attorney



DeSoto County

7/28/2026

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: Valerie Vicente

TITLE & DESCRIPTION:

Ordinance / Data Center Moratorium

REQUESTED MOTION:

Move to approve the Data Center Moratorium Ordinance as presented.

SUMMARY:

Pursuant to the Board direction given at the June 23, 2026 public meeting, the attached ordinance was prepared establishing a temporary one (1) year moratorium on the acceptance, processing, review, and approval of development applications for Data Center Facilities within the unincorporated areas of DeSoto County. The moratorium is intended to preserve the status quo while the County evaluates the unique land use, infrastructure, utility, environmental, emergency services, and compatibility impacts associated with modern large-scale data center facilities and considers appropriate amendments to the Comprehensive Plan and Land Development Regulations. The ordinance recognizes recent state legislation acknowledging these unique planning considerations and allows the County time to review the forthcoming OPPAGA study and develop appropriate regulatory standards. The ordinance exempts the previously approved data center PUD (RZNE-0077-2025) and the two pending rezoning applications (RZNE-0086-2026 and RZNE-0087-2026), which are proposed to continue to be processed under existing County procedures.

On July 7, 2026, at a duly noticed and advertised public hearing, the Planning Commission, which also serves as the County's Local Planning Agency, held a public hearing on this Ordinance and recommended approval subject to two amendments: (1) that the moratorium be for a term of two years instead of one, and (2) that the two pending rezoning applications *be subject to* the moratorium, and not exempted.

ITEM #: 12.

DESOTO COUNTY, FLORIDA
ORDINANCE 2026- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, ESTABLISHING A TEMPORARY ONE (1) YEAR MORATORIUM ON THE ACCEPTANCE, PROCESSING, REVIEW, OR APPROVAL OF DEVELOPMENT APPLICATIONS, DEVELOPMENT ORDERS, DEVELOPMENT PERMITS, REZONINGS, BUILDING PERMITS, AND OTHER DEVELOPMENT APPROVALS FOR DATA CENTER FACILITIES WITHIN THE UNINCORPORATED AREA OF DESOTO COUNTY; PROVIDING FOR APPLICABILITY; PROVIDING FOR EXCEPTIONS; PROVIDING DIRECTION TO STAFF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 1(f), Florida Constitution, and Chapter 125, Florida Statutes, grant counties broad home rule authority to protect the public health, safety, and welfare and to enact land development regulations; and

WHEREAS, the Board of County Commissioners is authorized to adopt and enforce comprehensive planning and land development regulations pursuant to Chapter 163, Florida Statutes; and

WHEREAS, Chapter 2026-65, Laws of Florida (CS/CS/SB 484), created section 163.326, Florida Statutes, wherein the Legislature expressly found that certain land uses, including data centers and other large load customers, may present unique planning, infrastructure, utility, environmental, and compatibility considerations; and

WHEREAS, section 163.326, Florida Statutes, further provides that such considerations are appropriately addressed through local comprehensive planning and land development regulations, including provisions related to infrastructure capacity, land use compatibility, environmental impacts, and the efficient provision of public facilities and services; and

WHEREAS, the Legislature expressly recognized that local governments maintain authority to exercise their comprehensive planning and land development regulatory powers with respect to data centers and other large load customers; and

WHEREAS, Chapter 2026-65, Laws of Florida, further directs the Office of Program Policy Analysis and Government Accountability (OPPAGA) to contract for an independent interdisciplinary study regarding the construction and operation of large-scale data centers and to submit such study to the Governor, President of the Senate, and Speaker of the House of Representatives by July 1, 2027; and

WHEREAS, the Legislature's direction to OPPAGA demonstrates that the statewide impacts, infrastructure demands, environmental considerations, utility requirements, and policy implications associated with large-scale data centers remain the subject of ongoing evaluation and study; and

WHEREAS, Data Center Facilities may require substantial and continuous electric demand, water supply, reclaimed water infrastructure, wastewater capacity, cooling infrastructure, stormwater systems, backup generation facilities, emergency services planning, fire protection infrastructure, fuel storage, transmission facilities, and related public infrastructure; and

WHEREAS, DeSoto County presently lacks comprehensive plan policies and land development regulations specifically addressing the siting, compatibility, utility demand, infrastructure capacity, water consumption, reclaimed water use, wastewater impacts, emergency service impacts, environmental impacts, noise impacts, security infrastructure, and fiscal impacts associated with Data Center Facilities; and

WHEREAS, local governments may enact temporary development moratoria where reasonably related to legitimate planning objectives and where necessary to preserve the status quo while studying and implementing appropriate land use regulations; and

WHEREAS, the Board finds that a temporary one-year moratorium is reasonable in duration and necessary to allow staff sufficient time to review the forthcoming OPPAGA study, evaluate the impacts of such facilities, prepare draft Comprehensive Plan and Land Development Regulation amendments, and complete the public hearing process required by Florida law; and

WHEREAS, on March 24, 2026, the Board approved Ordinance No. 2026-004, Application RZNE-0077-2025, rezoning approximately 34.22 acres to Planned Unit Development (PUD) for a data center facility subject to specific conditions and development limitations and finds it appropriate to exempt development activity

associated with RZNE-0077-2025 from the provisions of this Ordinance; and

WHEREAS, the Board further acknowledges that two (2) rezoning applications have already been filed with the County seeking to rezone certain parcels to Planned Unit Development (PUD) to allow development of data center facilities on said parcels (to wit, applications RZNE-0087-2026 and RZNE-0086-2026) (the “Pending Applications”), and given the timing of those applications, finds it appropriate to exempt the Pending Applications from the provisions of this Ordinance, which shall continue to be processed pursuant to the County’s normal procedures; and

WHEREAS, on June 23, 2026, the Board by a vote of 4-0, directed the County Attorney to prepare this Ordinance enacting a moratorium as provided for herein; and

WHEREAS, on July 7, 2026, at a duly noticed and advertised public hearing, the Planning Commission, which also serves as the County’s Local Planning Agency, held a public hearing on this Ordinance and recommended approval subject to certain amendments; and

WHEREAS, on July 28, 2026, after conducting the requisite public hearings, and giving consideration to the Planning Commission’s recommendations and proposed amendments, the Board finds that a temporary moratorium as set forth herein, is consistent with the County’s Comprehensive Plan, serves a legitimate public purpose, is reasonable in time and is in the best interest of the health, safety and welfare of the citizens, visitors and business residents of DeSoto County.

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

SECTION 1. FINDINGS. The foregoing recitals are adopted and incorporated herein as legislative findings.

SECTION 2. DEFINITIONS.

- A. “Data Center Facility” shall mean a building, a dedicated space within a building, or group of buildings housing computer systems and associated components, such as telecommunication and data processing systems, to be used for remote storage, processing, or distribution of large amounts of data. Examples of such data, include but are not limited to, computationally intensive applications such

as cryptocurrency mining, artificial intelligence (A.I.) computing, weather modeling, genome sequencing, application hosting, cloud storage, video and technical streaming services, etc. Such facilities may include air handlers, power generators, water cooling and storage facilities, utility substations, and other infrastructure to support operations. The term shall not include server rooms and computer rooms typically used to house IT and related network equipment located internally to a building where such rooms are incidental to the primary use in the building or on the site. As used herein, Data Center Facility shall also include facilities that fall within the definition of Data Center and Large-Scale Data Center as those terms are defined in section 373.203, Florida Statutes.

- B. "Development Approval" means any rezoning, special exception, conditional use, variance, site plan approval, development order, development permit, building permit, comprehensive plan amendment, concurrency approval, utility approval, construction plan approval, or other County approval required to establish, construct, expand, or intensify a Data Center Facility.

SECTION 3. MORATORIUM. For a period of one (1) year following the effective date of this Ordinance, the County shall not accept, process, review, approve, issue, or grant any Development Approval for the construction, expansion, or operation of Data Center Facilities within the unincorporated areas of DeSoto County.

SECTION 4. APPLICABILITY. The moratorium established herein applies to all applications for Development Approval relating to Data Center Facilities filed with the County on or after **June 23, 2026**, whether such applications were pending on the effective date of this Ordinance or are submitted thereafter, except as expressly provided in Section 5.

SECTION 5. EXEMPTION. This Ordinance shall not apply to:

- A. Ordinance No. 2026-004 (PUD Rezoning RZNE-0077-2025) approved by the Board of County Commissioners on March 24, 2026, and any future applications or approvals necessary to implement the development approved under RZNE-0077-2025.
- B. the Pending Applications (RZNE-0087-2026 and RZNE-0086-2026), which shall continue to be processed pursuant to the County's normal procedures.

SECTION 6. STAFF DIRECTION. County staff are directed during the moratorium period to:

A. Evaluate infrastructure, water, wastewater, transportation, emergency service, environmental, ecological, noise, building scale & massing, and fiscal impacts associated with Data Center Facilities. Said review shall include, at a minimum:

- i. Identification of appropriate zoning districts and future land use categories, if any;
- ii. zoning performance standards;
- iii. conditional use or special exception criteria;
- iv. minimum and maximum parcel size;
- v. setbacks; building height; buffers; screening; landscaping;
- vi. noise; vibration; lighting; thermal impacts;
- vii. water supply; reclaimed water; wastewater; stormwater; cooling systems; water conservation;
- viii. electric infrastructure coordination; backup generators; fuel storage; battery storage; fire suppression;
- ix. traffic and road impacts;
- x. emergency response and public safety capacity;
- xi. environmental resources;
- xii. wetlands; floodplain and floodway impacts; habitat impacts;
- xiii. security; fencing; access control;
- xiv. compatibility with residential, rural, agricultural, conservation, and public uses;
- xv. decommissioning or adaptive reuse standards; and
- xvi. application submittal requirements, including technical studies.

B. Prepare Comprehensive Plan amendments as appropriate;

C. Prepare Land Development Regulation amendments as appropriate;

D. Review the findings and recommendations of the OPPAGA study; and

E. Return proposed regulations to the Board for consideration before expiration of the moratorium.

SECTION 7. DURATION. Unless sooner repealed, extended, or superseded by subsequent ordinance, this moratorium shall automatically expire one (1) year after its effective date.

SECTION 8. SEVERABILITY. It is the intent of the Board of County Commissioners of, and is hereby provided, that if any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 9. CONFLICTS. All ordinances, or parts of ordinances, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 10. EFFECTIVE DATE. This ordinance shall become effective immediately upon filing with the Secretary of State.

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

ATTEST:

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

By: _____
Mandy J. Hines
County Administrator

By: _____
Elton Langford, Vice-Chair
Board of County Commissioners

Approved as to Form and Correctness:

By: _____
Valerie Vicente,
County Attorney



DeSoto County

7/28/2026

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 / Vitali Ostrikov / Rezone (RZNE-0081-2026)

REQUESTED MOTION:

A motion to enter into the record the staff report and all competent substantial evidence introduced at the hearing and approve/deny the rezoning .

SUMMARY:

The request is for an Official Zoning District Atlas Amendment (Rezone), application (RZNE-0081-2026) filed by the Owner, Vitali Ostrikov, to change the zoning of a ±5.26 acre lot from Agricultural-5 (A-5) to Commercial General (CG).

The property is generally located in the southwest portion of DeSoto County on SW Agnes Street and designated with the Commercial Future Land Use Category. The site is vacant as shown on the boundary survey.

BACKGROUND:

The application is a request to amend the Official Zoning District Atlas by changing the zoning district of ±5.26 acres from Agricultural-5 (A-5), 1 dwelling unit per 5 acres, to Commercial General (CG) which provides for a variety of commercial uses. The application for rezone was submitted to the Development Department by Vitali Ostikov and accepted on February 4, 2026.

The Interim 2040 Future Land Use Map of the Comprehensive Plan shows the subject property designated as Commercial, and the Official Zoning District Atlas shows the subject property is currently located within the Agricultural-5 (A-5) zoning district.



DESOTO COUNTY DEVELOPMENT DEPARTMENT

STAFF REPORT –OFFICIAL ZONING DISTRICT ATLAS AMENDMENT

CASE INFORMATION

Application No.:	RZNE-0081-2026
Request:	Rezone from A-5 to CG
Owner/Applicant:	Vitali Ostrikov
Property Address/Location:	No Assigned Address/SW Agnes Street east of CO RD 769, Arcadia FL 34266
Parcel ID No.:	29-39-23-0000-0045-0000
Parcel Size:	5.26 acres
Future Land Use (FLU):	Commercial
Current Zoning:	Agricultural-5
Proposed Zoning:	Commercial General
Overlay District:	None

Prepared by T. Wilson/L. McClelland

EXECUTIVE SUMMARY

The request is for an Official Zoning District Atlas Amendment (Rezone), application (RZNE-0081-2026) filed by the Owner, Vitali Ostrikov, to change the zoning of a ±5.26 acre lot from Agricultural-5 (A-5) to Commercial General (CG).

The property is generally located in the southwest portion of DeSoto County on SW Agnes Street and designated with the Commercial Future Land Use Category. The site is vacant as shown on the boundary survey.

The DeSoto County Land Development Regulations Article XI, Division 7 requires the Planning Commission/Local Planning Agency to hold at least one public hearing with due public notice on a rezoning application and to make a recommendation on the application to the Board of County Commissioners (Board), the authorizing body.

I. BACKGROUND

The application is a request to amend the Official Zoning District Atlas by changing the zoning district of ±5.26 acres from Agricultural-5 (A-5), 1 dwelling unit per 5 acres, to

Commercial General (CG) which provides for a variety of commercial uses. The application for rezone was submitted to the Development Department by Vitali Ostikov and accepted on February 4, 2026.

The Interim 2040 Future Land Use Map of the Comprehensive Plan shows the subject property designated as Commercial, and the Official Zoning District Atlas shows the subject property is currently located within the Agricultural-5 (A-5) zoning district.

II. PROPOSED ORDINANCE

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS FOR A +/- 5.26 ACRE LOT FROM AGRICULTURAL – 5 (A-5) TO COMMERCIAL GENERAL (CG) FOR PROPERTY LOCATED AT SW AGNES STREET EAST OF CR 769, WITH PROPERTY IDENTIFICATION NUMBER BEING 29-39-23-0000-0045-0000; AND PROVIDING FOR AN EFFECTIVE DATE.

III. DATA & ANALYSIS

In all quasi-judicial proceedings, the applicant shall bear the burden of demonstrating by competent and substantial evidence that the application satisfies the standards and requirements of the LDR and the Comprehensive Plan. LDR Article XI, Administration and Enforcement, Division 7 provides the procedures for rezoning. Section 20-1498 contains 15 criteria that shall be considered when evaluating the rezone. LDR Section 20-1650 defines the Official Zoning District Atlas as scaled-based maps of the unincorporated area of the County depicting the land features, roads and property lines overlaid with zoning district boundaries adopted by the DeSoto County Board of County Commissioners, certified and dated by the Board Chairman, as may be amended from time to time. Zoning District symbols are depicted within each boundary.

A. Comprehensive Plan Consistency

The rezoning application has been evaluated and can be found to be consistent with the following Comprehensive Plan policies:

FLUE Objective 1.1: Land Use Categories Established. The generalized land use categories depicted in the Interim 2040 Future Land Use Map Series are intended to establish varying degrees of environmental protection and intensity of development, transitioning from the natural environment to the most intense development areas by gradually increasing density and urban character.

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

Land Use Categories	Base Density/Intensity
Commercial	Non-residential- Up to 0.25

Consistency analysis: The property is currently designated Commercial on the Future Land Use Map and the proposed rezone to Commercial General, if approved will allow up to 0.25 FAR.

Policy 1.1.11: Rezoning. The zoning amendment criteria in the Land Development Regulations shall be used to determine if a rezoning request to a new district is appropriate for a given property, in accordance with the comprehensive plan. The following general criteria, at a minimum, will be considered as part of the rezoning review process:

- (1) Location, availability and capacity of public services and facilities.
- (2) Proximity to similar densities/intensities.
- (3) Location within transportation network.
- (4) Environmental protection.

Consistency analysis: Staffs has considered the above criteria. The lot has frontage on a public road and adjacent to lots zoned Commercial Neighborhood and Commercial General to the East, developed per the commercial zoning standards. Public utilities are not available in the area. Environmental protection will be considered with a future development application, subject to State standards. The rezoning review has also considered the 15 rezoning criteria contained in Section 20-1498. LDR Section 20-137 Commercial General District standards were reviewed for any possible conflicts, and these standards will be applied at the development/improvement plan stage.

Objective 1.7: Commercial Category Defined. DeSoto County shall recognize existing “Commercial” corridors by their designation and mapping on the Future Land Use Map as Commercial (COMM) and shall promote the infilling of such areas through the establishment of criteria for the development of lands within the Commercial designations and limitations to the expansion such areas.

MEASURABLE TARGET: Development Plans issued, plans reviewed and checks for business tax certificates issued or renewed.

Policy 1.7.1: Characteristics. Commercial corridors are characterized by linear concentrations of all types of commercial, office, and institutional uses along a roadway. Some linear Commercial corridors may contain existing industrial uses.

Policy 1.7.2: Designation and Mapping. Existing linear commercial areas shall be designated and mapped on the Future Land Use Map Series as "Commercial" (COMM).

Policy 1.7.3: Location Criteria. Expansion of any Commercial area shall be limited to infill development. Infilling of an existing Commercial corridor shall be limited to a depth which corresponds to the typical depth of existing development within the

general area of the infill development. The extension (along the road) or establishment of new Commercial strips shall not be permitted, except to recognized legitimate errors made during the original mapping process. Any such map-error corrections shall require that a Plan amendment be processed consistent with requirements of this policy and Chapter 163, FS. The following factors shall be taken into consideration when evaluating whether an error was made during the original mapping process and shall be used as the basis for the review of the associated plan amendment required to correct the error:

- (1) Uses of the land and development of the parcel, and surrounding land, existing as of adoption of this plan: The use of the land and existing development of the subject parcel and the surrounding area as of the adoption of the Plan would be taken into consideration when determining an error. Land that was vacant, or developed in some other manner than that of the claimed error, would be determined not to be an error.
- (2) Zoning of the parcel and surrounding land, as of adoption of this plan: The existing zoning of a parcel and surrounding area, as of the Plan's adoption date, would be considered in determining an error. However, the property's zoning would not be a factor, in and of itself, when the subject property is vacant.
- (3) Existing property lines as of adoption of this plan: Parcels existing as of the adoption date of the Plan would be considered in determining an error. Lands added to a parcel, or parcel under one ownership, since the adoption would not be considered.
- (4) Consistency with the plan: Was the subject property consistent with the Plan's criteria for the claimed land use category at the time of Plan adoption? Is the claimed designation consistent with the Plan's overall objective to control urban sprawl and to not degrade the County's overall growth management program? Isolated development and/or spot zonings would not be considered an error.
- (5) Other factors: Environmental constraints, availability of infrastructure at acceptable levels of service, and the Plan's Capital Improvement Program (CIP) at the time of adoption would be considered.

Policy 1.7.4: Development Criteria. Development or redevelopment within a Commercial corridor shall conform to the following criteria:

- (1) Permitted uses include all types of commercial, office, and institutional uses typically located along a roadway.
- (2) New development or redevelopment within a linear Commercial corridor shall be limited to the intensities of uses at the same or less intensity as adjacent existing uses. New development or redevelopment adjacent to existing uses shall be compatible with each other without allowing a higher intensity of development.
- (3) Step-down uses shall be encouraged between different intensity uses as in-fill and

shall be lower in intensity than the highest existing intensive use. Step-down uses shall be contiguous to an intensive land use, and shall not be separated from that use by an arterial road, or a natural or man-made barrier which makes the step-down use unnecessary.

(4) New development or redevelopment within a linear Commercial corridor shall incorporate the use of frontage roads wherever there is adequate public right-of-way or there is property available for the expansion of the right-of-way or the establishment of frontage-road easements to facilitate such roads in accordance with recognized highway safety standards. Whenever the placement of frontage roads is not practical, shared ingress/egress facilities shall be used.

(5) Adequate parking shall be provided to meet the demands of the uses, and interior traffic circulation shall facilitate safe bicycle and pedestrian movement.

(6) Where the Commercial corridor abuts residential areas, uses should be limited to a size, scale, and intensity necessary to provide the residents of the community and surrounding area with retail, personal, and community services. New development or redevelopment adjacent to residential areas shall be compatible with adjacent existing uses without allowing a higher intensity of development.

(7) Buffering shall be provided where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc., are examples of facilities that may require special buffering provisions.

(8) The maximum floor area ratio shall not exceed 0.35.

Policy 1.7.5: Adjacent Development. Development adjacent to a Commercial corridor may include the following uses: Office, Residential, Institutional, Employment Center or Open Space.

B. Compatibility Analysis

Directions	Future Land Use	Zoning District	Types of Land Uses
Site	Commercial	Agricultural-5 (A-5)	Vacant
North	Commercial	Planned Unit Development,	Vacant
South	Low Density Residential	Agricultural-5 (A-5), Residential Multifamily Mixed,	Mobile homes & Single family homes
East	Commercial	Agricultural-5 (A-5)	Single Family home & Vacant
West	Commercial	Commercial General (CG) and Commercial Neighborhood (CN)	CF Movers and shed sales

The Compatibility Analysis Table illustrates that the surrounding area has some commercial zoning and uses, consistent with the Commercial Future Land Use Category. The area is slowly transitioning from agricultural to commercial along the CR 769 corridor.

Consistency analysis: The proposed zoning can be found to align with the existing zoning and uses in the area.

*Based on the above findings, it is concluded the application can be found to be **consistent** with this policy.*

C. Rezoning Criteria

Planning Commission Report. LDR Section 20-1498(a) provides that the report and recommendations of the Planning Commission to the Board of County Commissioners shall show that the Planning Commission has studied and considered the proposed change in relation to the 15 factors listed below and staff offers a consistency analysis of each.

Criteria	Details	Yes Consistent for Approval	No Inconsistent Does not support approval
(1) Whether the proposed change would be consistent with the Comprehensive Plan.	The rezone to Commercial General is consistent with the applicable policies of the Comprehensive Plan, including the Commercial Future Land Use category.	X	
(2) The existing land use pattern.	The existing land use pattern contains a variety of residential uses and Commercial uses. The rezoning of this property to Commercial General can be considered to be compatible with the existing land use pattern.	X	
(3) The creation of an isolated district unrelated to adjacent and nearby districts.	Approval of the rezone to Commercial General will not create an isolated district, this property abuts CN, CG and PUD zoning districts and can be found to be a logical expansion.	X	
(4) The impact on the availability of adequate public facilities consistent with the level of service standards adopted in the comprehensive plan, and as defined and implemented through the County concurrency regulations.	The rezoning to Commercial General should not adversely impact the availability of adequate public facilities consistent with the level of service standards. All future developments will be evaluated for LOS standards.	X	
(5) Whether the existing district	The zoning district boundaries were not illogically drawn and the rezone can be	X	

boundaries are illogically drawn in relation to existing conditions on the property proposed for changes.	found to be a reasonable expansion of the Commercial zoning located to the east.		
(6) Whether changed or changing conditions make the passage of the proposed amendment necessary.	The property is located in a rural area with single family and commercial uses. The proposed rezoning to Commercial General can be found to be generally consistent with nearby zoning and land uses.	X	
(7) Whether the proposed change will adversely influence living conditions in the area.	The rezoning is not expected to adversely influence living conditions in the area. The site is compatible with the area.	X	
(8) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.	The rezoning from A-5 to CG will not excessively impact traffic congestion or affect public safety. All future development applications will be evaluated for traffic.	X	
(9) Whether the proposed change will create a drainage problem.	The rezoning will not have an impact drainage. Future development on the site will be evaluated for stormwater and drainage. The FEMA flood map for this area is number 12027C0267D, effective on 10/07/2021. Based upon the flood maps, the property is located in Zone X.	X	

(10) Whether the proposed change will seriously reduce light and air to adjacent areas.	The rezoning will not seriously reduce light and air to adjacent areas. The CG zoning district provides development standards, including a minimum lot size of 20,000 sq ft, minimum setbacks, and limits the amount of impervious lot coverage to 70%. These regulations will help to ensure that future development does not negatively impact light and air to the nearby parcels.	X	
(11) Whether the proposed change will adversely affect property values in the adjacent area.	Absent an analysis from a certified property appraiser, it is difficult to understand how the proposed CG rezoning will impact area property values. However generally commercially zoned property has a higher assessed value than agricultural property and therefore an adverse impact on property values is not expected.	X	
(12) Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.	Changing the zoning to CG should not be detrimental to the improvement or development of adjacent property.	X	
(13) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.	The proposed change, as evaluated pursuant to the Comprehensive Plan and LDR will not grant a special privilege to an individual owner as contrasted to the public welfare.	X	

(14) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.	The property can continue to be used under the existing A-5 zoning should the Board decide to deny the rezoning.	X	
(15) Whether the change suggested is out of scale with the surrounding area.	The proposed rezone to CG is not expected to create development that is out of scale with the surrounding area.	X	

IV. FINDINGS & CONCLUSIONS

1. The subject property consists of a 5.26-acre site located in southwest DeSoto County, off SW Agnes Street east of CR 769.
2. The Interim 2040 Future Land Use Map shows the subject property is designated Commercial.
3. The Official Zoning District Atlas shows the subject property is currently zoned Agricultural-5 (A-5), 1 dwelling unit per 5 acres.
4. On February 4, 2026, an Official Zoning District Atlas amendment application (RZNE-0081-2026) was filed by the owner, Vitali Ostrikou, which application proposes to change the zoning district to Commercial General (CG), consistent with the Commercial future land use category.
5. LDR Section 20-1345 requires the application to be complete and in writing. The Development Director found the filed application was submitted in writing and complete.
6. LDR Sections 20-1345(c) provides that the complete application should be distributed to the Development Review Committee (DRC) for comments. The Development Director finds the application was distributed to the DRC February 4, 2026.
7. LDR Section 20-1496(b) requires the Planning Commission to review the application at a public hearing and a duly noticed quasi-judicial Planning Commission public hearing that is scheduled for July 7, 2026.
8. LDR Section 20-1498(a) requires consistency with the Comprehensive Plan. The application has been reviewed against the Comprehensive Plan, and it is concluded the application is consistent with the Comprehensive Plan.
9. LDR Division 7 establishes an adoption process, and the Development Director concludes the application has been processed in conformance with that requirement because the application has been scheduled for Planning Commission and Board of County Commissioners public hearings.

10. LDR Section 20-1498 also includes criteria that must be considered when reviewing the application. The Development Director finds and concludes the application meets those requirements and can be recommended for approval.
11. The LDR establishes specific public notice requirements for an Official Zoning District amendment application. The Development Director finds and concludes the application has been noticed in conformance with the zoning amendment public hearing requirements and public hearings have been scheduled before the Planning Commission and Board of County Commissioners.

In summary, the rezoning application can be found to be consistent with the 15 factors contained in Section 20-1498(a) of the Land Development Regulations.

V. ALTERNATIVE ACTIONS

1. Motion to enter into the record the staff report and all competent substantial evidence introduced at the hearing and adopt the Ordinance approving the rezone.
2. Motion to enter into the record the staff report and all competent substantial evidence introduced at the hearing and deny the Ordinance approving the rezone.

VI. HEARING SCHEDULE

- Planning Commission: July 7, 2026 – Recommendation of Approval by a vote of 4-0.
- Board of County Commissioners: Scheduled for July 28, 2026

ATTACHMENTS

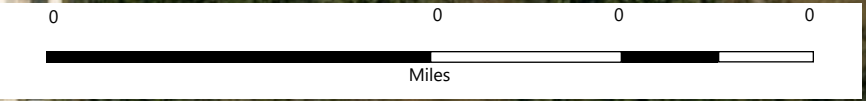
- Exhibit A – Location Map
- Exhibit B – FLU Map
- Exhibit C – Zoning Atlas Map

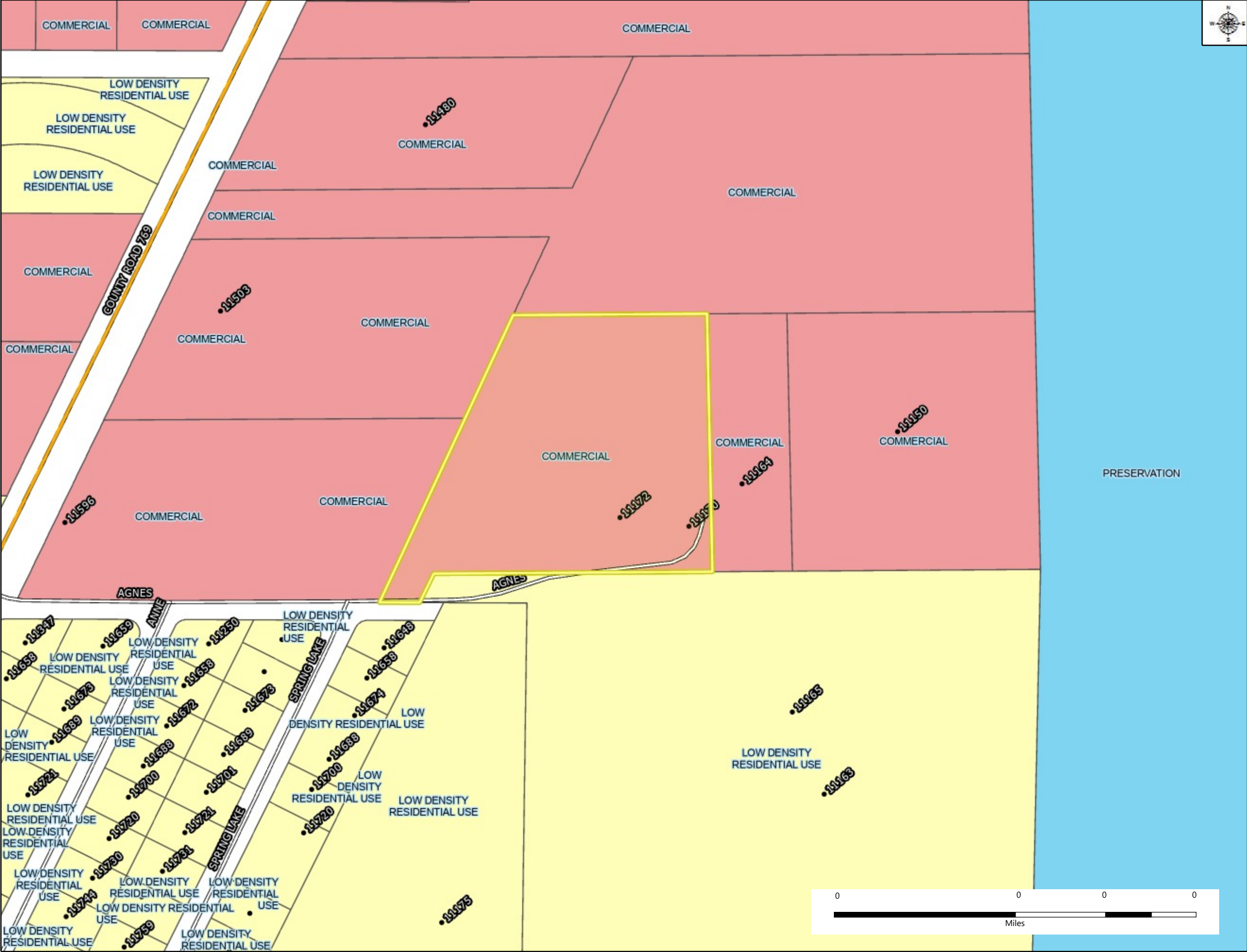


Location Map

- Street Labels
- Major Road Labels
- County Boundary
- Major Roads
- Streets
- Parcels

May 13, 2026





FLU Map

Address Point Labels
Street Labels
Major Road Labels
FLUM Labels

County Boundary
 Address Points
 Major Roads
 Streets
 Parcels

FLUM 2040

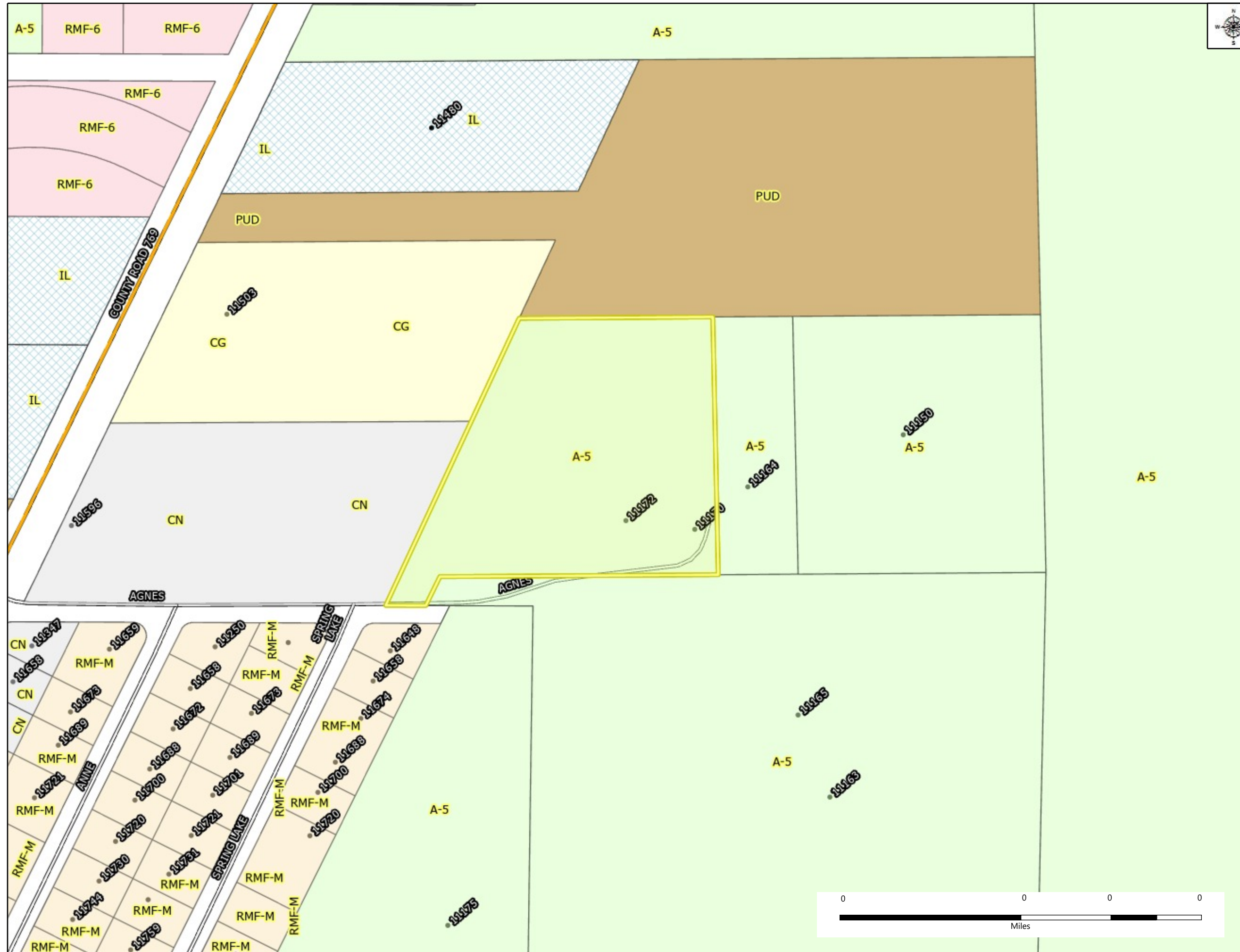
- Preservation
- Rural/Agriculture
- Low Density Residential
- Medium Density Residential
- Neighborhood Mixed Use
- Employment Center
- Commercial
- Urban Center Mixed Use
- Public Land/Institutional
- Electrical Generating Facility

February 4, 2026

Prepared By

HORNER SHIFRIN

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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

February 4, 2026

DESOTO COUNTY, FLORIDA
ORDINANCE 2026- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING ATLAS FOR A +/- 5.26 ACRE LOT FROM AGRICULTURAL – 5 (A-5) TO COMMERCIAL GENERAL (CG) FOR PROPERTY LOCATED AT SW AGNES STREET EAST OF CR 769, WITH PROPERTY IDENTIFICATION NUMBER BEING 29-39-23-0000-0045-0000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is owned by Vitali Ostrikov and consists of a +/- 5.26-acre property generally located in southwest DeSoto County, located SW Agnes Street east of CR 769, the Property Identification Number being 29-39-23-0000-0045-0000 (Exhibit A); and

WHEREAS, the Interim 2040 Future Land Use Map shows the +/- 5.26-acre parcel is designated Commercial Future Land Use Category (Exhibit B); and

WHEREAS, an Official Zoning District Atlas amendment application was filed with the Development Department, to change the zoning district of the property from Agricultural -5 (A-5) to Commercial General (CG) (Exhibit C); and

WHEREAS, consistent with LDR Sections 20-1497 and 20-1498, the Development Director prepared a Development Review Report addressing the factors the Planning Commission must consider when making a recommendation to the Board of County Commissioners on an Official Zoning District Atlas amendment application; and

WHEREAS, consistent with LDR Section 20-1502, the Development Director caused a duly noticed public hearing to be published at least ten calendar days before the July 7, 2026, Planning Commission meeting; and

WHEREAS, at the July 7, 2026 Planning Commission hearing, the Commission entered into the record the Development Review Report and all other competent substantial evidence presented at the hearing, adopted the findings and conclusions contained therein, and forwarded the record to the Board of County Commissioners with a recommendation that the proposed Ordinance be adopted as presented by a vote of 4-0; and

WHEREAS, on July 28, 2026, the DeSoto Board of County Commissioners (Board) held a duly noticed public hearing on application number RZNE-0081-2026, and the Board considered the Development Review Report and recommendation, the Planning Commission recommendation and all substantial competent evidence presented at the Planning Commission hearing, all other competent substantial evidence presented at the Board public hearings, and determined that the application complies with the DeSoto County Comprehensive Plan, the Land Development Regulations and all other applicable regulations; and

WHEREAS, the Board finds adoption of this Ordinance is in the best interest of the residents of DeSoto County, Florida.

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

Section 1. *Incorporation.* The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Ordinance. In addition, the Development Review Report is the findings and conclusions to support the adoption of this ordinance and is incorporated herein by reference.

Section 2. *Property description.* A +/- 5.26-acre property generally located in southwest DeSoto County, on SW Agnes Street east of CR 769, the Property Identification Number being 29-39-23-0000-0045-0000.

Section 3. *Rezoning approval.* Vitali Ostrikov, owner, is hereby granted an Official Zoning District Atlas amendment (RZNE-0081-2026) changing the zoning district of the aforementioned +/- 5.26-acre property from Agricultural -5 (A-5) to Commercial General (CG).

Section 4. The Development Department is hereby directed to amend the Official Zoning District Atlas to codify the change approved by this Ordinance.

Section 5. This Ordinance shall take effect upon adoption.

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

ATTEST:

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

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox, Chair
Board of County Commissioners

Approved as to Form and Correctness:

By: _____
Valerie Vicente,
County Attorney

Exhibit A: Location Map



Exhibit B: FLUM 2040

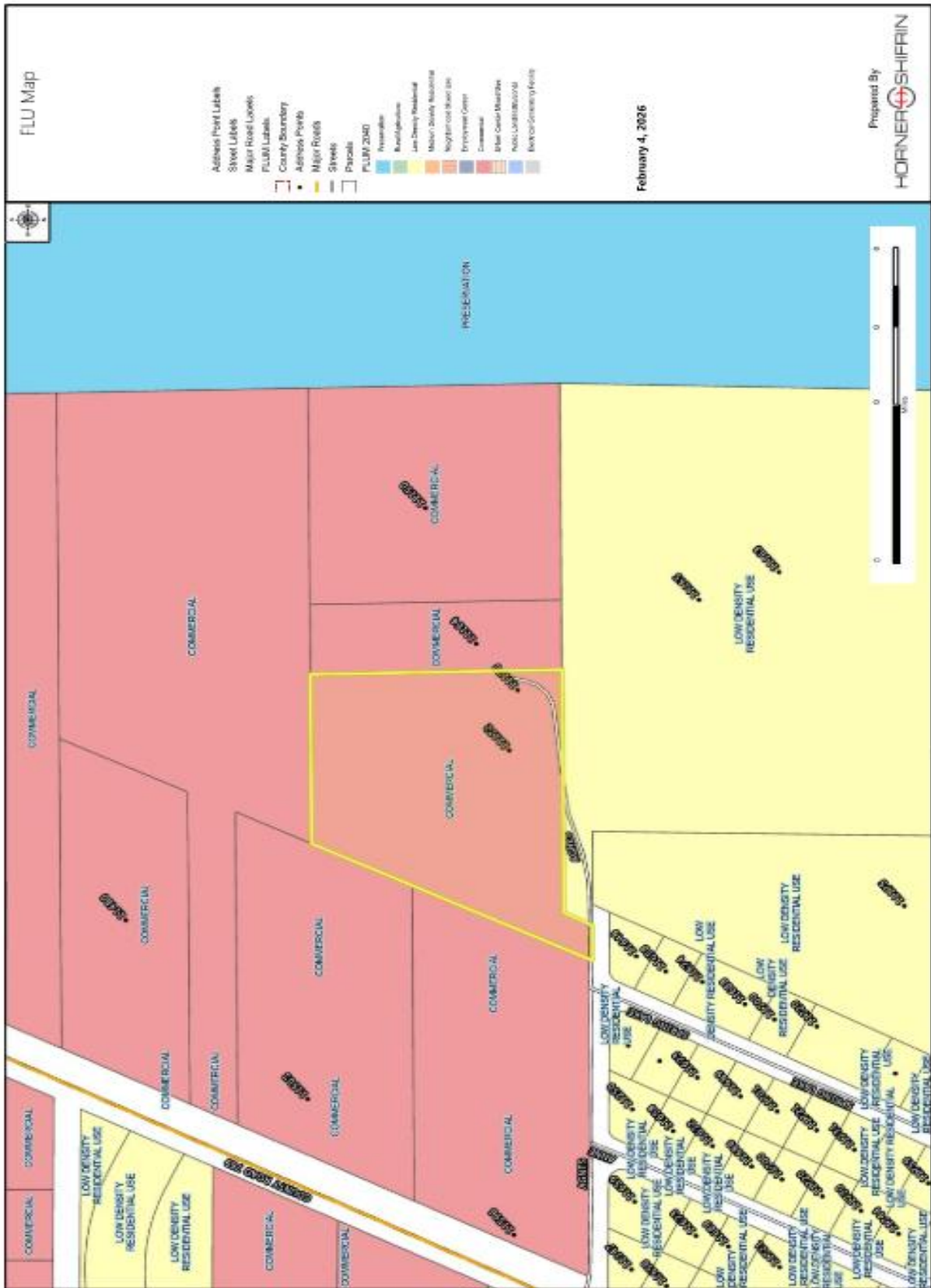


Exhibit C: Zoning Map





DeSoto County

7/28/2026

Item #: 14.

- ☐ 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 / Jesse and Amorette Sterling / request for time extension for a special exception (USE-0060-2021)

REQUESTED MOTION:

A motion to adopt/deny the request for a 4 year time extension for the previously approved special exception, USE-0090-2021.

SUMMARY:

Jesse and Amorette Sterling have filed a request (APPL-0013-2026) (Exhibit A) to extend a Special Exception (USE-0060-2021) approval for an additional 4 years for the property located at 5040 NE Cubitis Avenue.

BACKGROUND:

The Special Exception was granted to Martin A. Meza and Sara Nair on August 24, 2021, for a site built single family residence within the Commercial Neighborhood zoning district. The Land Development Regulations do not allow single-family homes in the CN zoning district, so the justification for this process is unclear and the documents on file did not analyze the request.

Approval of the Special Exception (Resolution No. 2021-42) was granted on August 24, 2021, to Martin A. Meza and Sara Nair Dionisio and will expire August 24, 2026.

Ownership: Martin A. Meza and Sara Nair Dionisio sold the property in February 2022 to James R. Newberry, James R. Newberry II, and Nicholas E. Newberry. Subsequently, the property was purchased by Jesse and Amorette Sterling in February 2026.

ITEM #: 14.



MEMORANDUM

TO: Board of County Commissioners

FROM: Misty Servia, AICP
Planning Director

DATE: June 29, 2026

SUBJECT: Request for a Time extension for a Special Exception, previously granted to Martin Meza (USE-0060-2021), requested by Jesse & Amorette Sterling.

COMPLIANCE: Based on the analysis below, granting the Special Exception time extension is not compliant with the Comprehensive Plan and Land Development Regulations.

Request:

Jesse and Amorette Sterling have filed a request (APPL-0013-2026) (Exhibit A) to extend a Special Exception (USE-0060-2021) approval for an additional 4 years for the property located at 5040 NE Cubitis Avenue.

Background:

The Special Exception was granted to Martin A. Meza and Sara Nair on August 24, 2021, for a site built single family residence within the Commercial Neighborhood zoning district. The Land Development Regulations do not allow single-family homes in the CN zoning district, so the justification for this process is unclear and the documents on file did not analyze the request. The Meza Staff Report (Exhibit B) and Meza Concept Plan (Exhibit C) are attached for reference.

Approval of the Special Exception (Resolution No. 2021-42) (Exhibit D) was granted on August 24, 2021, to Martin A. Meza and Sara Nair Dionisio and will expire August 24, 2026.

Ownership: Martin A. Meza and Sara Nair Dionisio sold the property in February 2022 to James R. Newberry, James R. Newberry II, and Nicholas E. Newberry. Subsequently, the property was purchased by Jesse and Amorette Sterling in February 2026.

Applicable LDR Regulations (Exhibit E):

Section 20-136(1).a lists the permitted uses and structures allowed in the CN zoning district. Residential uses are not allowed, except for affordable residential uses that are part of the Live Local Act.

Section 20-136(1).b lists accessory uses and structures allowed in the CN zoning district. Neither residential uses nor caretakers are allowed as an accessory use.

Section 20-136(1).c lists uses and structures that are allowed with approval of a Special Exception. The list of specific land uses does not include any residential uses.

Section 20-136(1).c.8 provides discretion to the Director and allows “any other *professional or commercial use* which is comparable in nature with the foregoing uses and which the Development Director determines to be compatible in the district.” However, this discretionary language applies only to professional and commercial uses and does not allow for residential uses.

Section 20-1434(c) of the Land Development Regulations (LDR) addresses the expiration of Special Exceptions and time extensions and provides as follows: “(c) Any special exception shall expire five years from the date of approval by the Board of County Commissioners if the special exception use has not commenced or five years following the discontinuance of the special exception use, unless appealed and extended by action of the Board of County Commissioners.”

Zoning Compliance:

The existing CN zoning district can be considered the most appropriate district that aligns with the Comprehensive Plan and Land Development Regulations for the 0.8-acre parcel.

The Rural/Agricultural Future Land Use Category of the Comprehensive Plan requires a maximum density of 1 dwelling unit per 10 acres, and in some cases allows 1 unit per 5 acres but prohibits density greater than 1 unit per 5 acres; therefore, prohibiting a residential rezoning option for a 0.8-acre parcel. The parcel is too small to qualify for a rezoning to A-10.

Staff explored the two following options:

1. **Rezone to RSF-1 – *Not Compliant*:** Rezoning the property to RSF-1 (Residential Single Family – 1) was explored, as the properties located to the north, south, and west, across Northeast Cubitis Avenue are zoned RSF-1. However, the subject site is in the Rural/Agricultural Future Land Use Category of the Comprehensive Plan where the intent is primarily agricultural, pastoral, and rural residential development with a maximum density of 1 dwelling unit per 10 acres. The subject parcel is 0.8 acre, falling short of the 10-acre minimum required, and therefore not

a viable option. Additionally, the 0.8-acre parcel does not meet the minimum lot size of 1-acre for the RSF-1 zoning district.

2. **Rezone to CG – *Potential Alternative*:** Staff explored the option of rezoning to CG (Commercial General). Comprehensive Plan Policy 1.3.6 of the Rural/Agricultural category explains that the lowest order of commercial goods and services which serve the daily needs of nearby residents, may be permitted for parcels no larger than 3-acres, with direct access on an arterial roadway, with a maximum impervious lot coverage of 70%, and not within 10-miles of another commercial property. Because there is an automotive repair shop nearby, rezoning to CG could contravene the distance requirement of Policy 1.3.6.

The LDR regulations do not define the different types of commercial uses or differentiate between light industrial and commercial uses. An additional challenge of the GC zoning district is that while a single-family residence is a permitted use, it is only allowable if contained within the same structure occupied by commercial use. See LDR Sec. 20-137(1) (a)(1).

Potential Alternative:

There is not an easy path to allow the Applicant to build a home on the subject site. Should the Applicant wish to pursue a rezoning to CG with a Development Plan for home within the same structure as a commercial business, this may be a viable alternative. If this application went forward, the Board would have to find that the rezoning complied with the 10-mile separation from another commercial business in accordance with Comprehensive Plan Policy 1.3.6.

If the aforementioned option is pursued, the Comprehensive Plan requires the CG rezoning to be processed in conjunction with a Development Plan. As with all quasi-judicial matters, there is never a guarantee the zoning and Development Plan will be approved.

Enclosures: EXHIBIT A Time Extension Request
EXHIBIT B Meza Staff Report
EXHIBIT C Meza Concept Plan
EXHIBIT D Resolution No. 2021-42
EXHIBIT E Applicable LDR Regulations
EXHIBIT F Future Land Use Map
EXHIBIT G Zoning Map

June 5, 2026

TO:

DeSoto County Development/
DeSoto County Board of County Commissioners
Arcadia, FL

FROM:

Jesse & Amorette Sterling
4287 NE Bobay Rd.
Arcadia, FL 34266
863-558-1663
jesse.jsicontracting@gmail.com

SUBJECT PROPERTY:

5040 NE Cubitis Rd.
Arcadia, FL 34266
Parcel ID # 08-37-25-0000-0471-0000
Resolution # 2021-42

To whom it may concern:

In reference to the above-mentioned subject property at 5040 NE Cubitis Ave, we are requesting an extension on the existing special exception which will expire on August 24, 2026, for this property. We are requesting an extension for a period of four years. We purchased the property on February 11, 2026, and would like more time to pursue our future plans for this property. Please contact me with any questions or concerns.

Sincerely,

Jesse & Amorette Sterling






DESOTO COUNTY DEVELOPMENT DEPARTMENT STAFF REPORT

REQUEST: Special Exception
USE 0060-2021

PROPERTY OWNER: Martin A Meza and Sara Nair Dionisio
149 S. Hillsborough Avenue
Arcadia, Florida 34266

APPLICANT: Same as Owner

PROPERTY ID: 08-37-25-0000-0471-0000

PROPERTY ADDRESS: NE Cubitis

TOTAL PARCEL SIZE: 0.8 acres

ZONING DISTRICT: CN (Commercial Neighborhood)

FUTURE LAND USE DESIGNATION: Rural/Agricultural Land Use

DEVELOPMENT REVIEW REPORT

The matter before the Planning Commission/ Local Planning Agency is a special exception use application (USE 0060-2021) to allow within the Commercial Neighborhood (CN) zoning district a site-built single family residence on a 0.8 acre property located on NE Cubitis Avenue. The application is before the Planning Commission/Local Planning Agency because Land Development Regulations (LDR) Section 20-136(c)(8) provides for "Any other professional or commercial use which is comparable in nature with the foregoing uses and which the Development Director determines to be compatible in the district " as a special exception use and LDR Article XI, Division 5 requires the Planning Commission/Local Planning Agency to hold at least one public hearing with due public notice on a special exception use application and to make a recommendation on the application to the local governing body.

OVERVIEW OF REQUEST

The subject parcel is located on NE Cubitis Avenue(See Exhibit A) and is owned by Martin A Meza and Sara Nair Dionisio. The owner is requesting a Special Exception

to allow for a site-built single family residence to be constructed on Commercial Neighborhood property.

The 2040 Future Land Use Map shows the property is located within the Rural/Agricultural Land Use designation (See Exhibit B) and the Official Zoning District Atlas displays the property is situated within the Commercial Neighborhood (CN) zoning district (See Exhibit C).

Land Development Regulations (LDR) Section 20-136(c)(8) provides for a “Any other professional or commercial use which is comparable in nature with the foregoing uses and which the Development Director determines to be compatible in the district ” as a special exception use.

An application for a Special Exception was received in the Development Department on March 9, 2021.

PROPOSED RESOLUTION

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS GRANTING TO MARTIN A MEZA AND SARA NAIR DIONISIO A SPECIAL EXCEPTION USE DEVELOPMENT ORDER TO ALLOW WITHIN COMMERCIAL NEIGHBORHOOD ZONING DISTRICT A SITE BUILT SINGLE FAMILY RESIDENCE LOCATED ON NE CUBITIS AVENUE, THE PROPERTY IDENTIFICATION NUMBER BEING 08-37-25-0000-0471-0000; INCORPORATING THE WHEREAS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

DATA & ANALYSIS

In all quasi-judicial proceedings, the applicant shall bear the burden of demonstrating by competent and substantial evidence that the application satisfies the standards and requirements of the LDR's and Comprehensive Plan.

A. Application requirements. LDR Section 20-1431 provides that a special exception use application shall be submitted indicating the basis in this LDR under which the special exception use is sought and stating the grounds upon which it is requested, with particular reference to the types of findings which the Planning Commission must make as described below. The application must include material necessary to demonstrate that the approval of the special exception use will be in harmony with the LDRs general intent and purpose, not be injurious to the neighborhood or to adjoining properties, or otherwise detrimental to the public welfare. Such material includes, but is not limited to, the following, where applicable:

1. *Plans at an appropriate scale showing proposed placement of structures on the property, provisions for ingress and egress, off-street parking and off-street loading areas, refuse and services areas, and required yards and other open spaces.*
 - a. Placement of structures. The applicant has submitted a site plan showing proposed placement of structures on the property. Because the request for Special Exception is to allow a site built single family residence on Commercial Neighborhood property, several of the items listed will be addressed during the

permitting and commercial development process. Based on the above, it is concluded the application is in **conformance** with this factor.

- b. Provisions for ingress and egress. If a driveway connection is proposed on NE Cubitis Avenue, a Right-of Way permit will be required through the DeSoto County Engineering department. Future Commercial development may require a driveway constructed to commercial standards. If a driveway connection is proposed on Highway 17, it will require a permit from the Florida Department of Transportation (FDOT) if this is desired, it is recommended that the applicant coordinate with FDOT to determine the feasibility of a connection at this location.

- c. Off-street parking. Because the request for Special Exception is to allow a residence on a vacant Commercial Neighborhood property, off-street parking will be addressed at time of commercial development.

Based upon the above, it is concluded that this factor is **not applicable** at this time.

- d. Off-street loading. Because the request for Special Exception is to allow a residence on a vacant Commercial Neighborhood property, off street loading will be addressed at time of commercial development.

Based upon the above, it is concluded that this factor is **not applicable** at this time.

- e. Refuse and service areas. Residential collection will be secured at time of permit issuance. If commercial waste is generated, the applicant may choose maintain a garbage collection contract with the franchisee for all construction waste generated. Based on the above, it is concluded the application is in **conformance** with this factor.

- f. Required yards and open space. LDR 20-136(c)(8) provides for a "Any other professional or commercial use which is comparable in nature with the foregoing uses and which the Development Director determines to be compatible in the district " as a special exception use The Development Director finds that the application is in **conformance** with this factor.

2. *Plans showing proposed locations for utilities hook-up*. The applicant has not submitted plans showing the proposed locations for utilities hook-up because the request is for a residence. All utility hookups will be reviewed at time of permitting. Thus, this factor is **not applicable** at this time.
3. *Plans for screening and buffering with reference as to type, dimensions and characters*. The Special Exception request is for a residence on Commercial Neighborhood property. Thus, this factor is **not applicable** at this time.
4. *Plans for proposed landscaping and provisions for trees*. All landscaping and provisions for trees must be in compliance with DeSoto County Land Development Regulations.

Thus, this factor is **in conformance**.

5. *Plans for proposed signs and lighting, including type, dimensions and character.* All signs and lighting must be in compliance with the DeSoto County Land Development Regulations. Thus, the application is in **conformance** with this factor.

Based upon the findings and conclusions above, it is concluded the application demonstrates that the approval of the special exception use will be in harmony with the LDRs general intent and purpose, not be injurious to the neighborhood or to adjoining properties, or otherwise detrimental to the public welfare.

B. Staff review. LDR Section 20-1432 addresses staff review.

1. *Section 20-1432(a) provides that upon receipt of an application for Special Exception, the Development Director shall determine whether the application is complete. The Development Director may waive some or all of the plans required by Section 20-1431(1) if the Special Exception includes only a change in use without any new construction. If the application is complete, it will be accepted for review. If the application is incomplete, the Development Director shall specify in writing the additional information required in order for the application to be processed. No further action shall be taken on the application until the additional information is submitted and determined to be complete.* On May 9, 2021, the owners filed with the Development Department a special exception use application to allow for “Any other professional or commercial use which is comparable in nature with the foregoing uses and which the Development Director determines to be compatible in the district”. The Development Director subsequently determined the application was complete.
2. *Section 20-1432(b) states that after receipt of a complete application, the Development Director shall distribute the application for review by County staff and/or the Development Review Committee.* The Development Director caused the application to be distributed to Development Review Committee members.
3. *Section 20-1432(c) provides that upon completion of review, the Development Department shall prepare a staff report and schedule review of the application by the Planning Commission.* This Development Review Report is the staff report required by Section 20-1432(c). A draft copy was provided to the Applicant/Owner for review and comment. The application is scheduled for the August 3, 2021, Planning Commission meeting. The application is also scheduled for the August 24, 2021, Board of County Commissioners public hearing agenda.

C. Planning Commission findings. LDR Section 20-1433 provides that before any Special Exception use shall be recommended for approval to the Board of County Commissioners, the Planning Commission shall make a written finding that the granting of the Special Exception Use will not adversely affect the public interest, that the specific requirements governing the individual Special Exception Use, if any, have been met by the applicant, and that satisfactory provisions and arrangements have been made concerning twelve (12) matters, where applicable. These 12 matters and staff’s evaluation of conformance with these matters is addressed below.

1. *Compliance with all elements of the Comprehensive Plan.* The 2040 Future Land Use Map shows the subject property is located within the Rural/Agricultural Land Use (See

Attachment B). The subject parcel is a lot of record. This application is in **conformance** with all elements of the Comprehensive Plan.

2. *Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe.* Ingress and egress was addressed elsewhere in this report.
 - a. Automotive safety and convenience. This request is for a sit built single family residence. Thus, it is concluded that this is **not applicable**.
 - b. Pedestrian safety and convenience. This request is for a site built single family residence. Thus, it is concluded that this is **not applicable**.
 - c. Traffic flow and control. This request is for a site built single family residence. Thus, it is concluded that this is **not applicable**.
 - d. Access in case of fire or catastrophe. This request is for a sit built single family residence. If any commercial development is proposed in the future, this will be addressed at that time.
3. *Off-street parking and loading areas, where required, and economic, noise, vibration, dust, glare or odor effects of the Special Exception on adjoining properties and properties generally in the district.* Issues generally related to off-street parking and loading has been addressed elsewhere in this report.
 - a. Economic impacts. The application does not address the economic impacts. This request is for a site built single family residence on Commercial Neighborhood property. Based on the above, it is concluded the application is in **conformance** with this factor.
 - b. Noise impacts. This request is for a site built single family residence. Based on the above, it is concluded the application is in **conformance** with this factor because noise impacts will not rise to the level of being bothersome.
 - c. Vibration impacts. This request is for a site built single family residence and will not generate adverse vibration impacts. It is concluded the application is in **conformance** with this factor.
 - d. Dust impacts. This request is for a site built single family residence and will not generate adverse dust impacts. Based on the above, it is concluded the application is in **conformance** with this factor.
 - e. Glare impacts. This request is for a site built single family residence and will not have any negative impacts on glare. Based on the above, it is concluded the application is in **conformance** with this factor.
 - f. Odor impacts. This request is for a site built single family residence and will not have any negative impacts on odors. . Based on the above, it is concluded the application is in **conformance** with this factor.

4. *Utilities, with reference to locations, availability and compatibility.* Utilities were addressed elsewhere in this report.
5. *Screening and buffering with reference to type, dimensions and character.* Screening and buffering were addressed elsewhere in this report.
6. *Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.* Signs and lighting were addressed elsewhere in this report.
7. *Required yards and other open space.* Required yards and other open space were addressed elsewhere in this report.
8. *General compatibility with adjacent properties and other property in the district.* Table 1 and Figure 1 show the subject property is located within a Commercial Neighborhood (CN) zoning district.

**TABLE 1
LAND USE AND ZONING**

DIRECTION	EXISTING USE	LAND USE	ZONING
SITE	0.8 ACRES	R/A	CN
NORTH	0.8 ACRES .98 ACRES	R/A	RSF-1 A-5
SOUTH	.92 ACRES	R/A	RSF-1
EAST	40 ACRES 40 ACRES	R/A	RSF-1 IL
WEST	1.01 ACRES 2.55 ACRES	R/A	RSF-1 A-5

Sources: DeSoto County Property Appraiser (2019); DeSoto County Geographic Information System maps.

Based on the above, it is concluded the application is in **conformance** with this factor.

9. *Any special requirements set out in the zoning district regulations for the particular use involved.* The Development Director finds the LDR does not impose special requirements in the CN zoning district with regard to a site built single family residence. Based on the above, it is concluded the application is in **conformance** with this factor.
10. *Public and private utilities, structures, or uses required for public or private utilities, including but not limited to wastewater, gas, electric, and telephone utilities, sanitary landfills, and radio and television stations and towers may be permitted only as a special exception use unless determined by the Board to be essential service. In addition to items 1 through 9 above, the review of the request for a Special Exception Use shall include consideration of a plan showing all improvements or alterations that are proposed for the utilities or facilities. The proposed location of such utilities or facilities shall be such as not to be injurious to the health, safety, and welfare of the public or surrounding property owners, and shall protect the character of the surrounding property and maintain the*

*stability of residential, commercial, manufacturing, agricultural, educational, cultural, and recreational areas within the County. The public benefit to be derived, the need for the proposed facilities, the existence of suitable alternative locations, potential impacts to surface or ground water drinking supplies, and whether the facility can properly be located on the site and in the development which it is to service shall also be taken into consideration where appropriate. Conditions in the form of screening, landscaping, or other site development restrictions may be imposed to protect the health, safety and welfare of the public or surrounding property owners. The special exception use application has provided a plan showing all improvements or alterations on the subject property. Thus, this factor or criteria is in **conformance**.*

11. *The proposed use shall not act as a detrimental intrusion into the surrounding area. The application suggests a site built home shall not act as a detrimental intrusion into the surrounding area. The Development Director concludes the application is in **conformance** with this factor because it does not act as a detrimental intrusion into the surrounding area.*
12. *The proposed use shall meet the performance standards of the district in which the proposed use is permitted. The CN zoning district does not establish minimum performance standards for a site built single family residence. The LDR's do set standards to structures within the CN zoning district. The Development Director concludes the application is in **conformance** with this factor.*

In conclusion, based upon the totality of the circumstances as documented herein, the Development Director finds the application includes material necessary to demonstrate, with competent substantial evidence, that granting of the special exception use will not adversely affect the public interest, that the specific requirements governing the individual special exception use application have been met by the applicant, and that satisfactory provisions, arrangements or conditions have been made concerning the above 12 factors.

D. Public notice requirements. LDR Section 20-1439(c) requires notice of the date, time and place of the public hearings by the Planning Commission and Board of County Commissioners shall:

1. Be sent at least 10 days in advance of the hearings by mail to ten surrounding property owners or all owners of property within 1,000 feet of the property line of the land subject to the special exception use application; and
2. Have at least one sign posted on each road frontage; and
3. Be advertised in a newspaper of general circulation in DeSoto County at least 10 days prior to each public hearing.

The Development Department staff caused written notice of the hearings to be mailed to all property owners and such notice is on file with the Development Department and incorporated herein by reference.

ATTACHMENTS

Exhibit A: General Location Map

Exhibit B: Interim 2040 Future Land Use Map, Excerpt

Exhibit C: Official Zoning District Atlas, Excerpt

Exhibit D: Development Plan Sketch

ALTERNATIVE ACTIONS

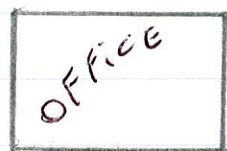
- A. Enter into the record the Development Review Report, and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein, and make a recommendation to the Board of County Commissioners to adopt the proposed Resolution.
- B. Enter into the record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

RECOMMENDED ACTION

- A. Recommendation. The Development Director recommends the DeSoto County Planning Commission enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing, and a recommendation to the Board of County Commissioners to adopt the findings and conclusions contained herein and adopt the proposed Resolution.
- B. Planning Commission: Scheduled for August 3, 2021.
- C. Board action. Scheduled for August 24, 2021.

Submitted by:

CUBITIS



NURSERY
BBQ

US 17

2021-42
Dionisio

Resolution/Special exemption use 0060-2021/Martin A. Meza and Sara Nair

August 24, 2021

42

DESOTO COUNTY, FLORIDA
RESOLUTION NO. 2021- 42

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS GRANTING TO MARTIN A MEZA AND SARA NAIR DIONISIO A SPECIAL EXCEPTION USE DEVELOPMENT ORDER TO ALLOW WITHIN COMMERCIAL NEIGHBORHOOD ZONING DISTRICT A SITE BUILT SINGLE FAMILY RESIDENCE LOCATED ON NE CUBITIS AVENUE, THE PROPERTY IDENTIFICATION NUMBER BEING 08-37-25-0000-0471-0000; INCORPORATING THE WHEREAS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the DeSoto County Property Appraiser records show that the subject property located on NE Cubitis Avenue, and is owned by Marin A Meza and Sara Nair Dionisio; and

WHEREAS, the 2040 Future Land Use Map shows the .8 acre property is located within the Rural/Agricultural Land Use designation and the Official Zoning District Atlas shows the property is situated within the Commercial Neighborhood (CN) zoning district; and

WHEREAS, the applicant desires to change the use from vacant to placing a site built single family residence on the property; and

WHEREAS, Land Development Regulations (LDR) Section 20-136(c)(8) provides for Special Exception and Uses, "Any other professional or commercial use which is comparable in nature with the foregoing uses and which the Development Director determines to be compatible in the district."; and

WHEREAS, the applicant has filed with the Development Department a special exception use application (SITE 0060-2019) with the fee to allow the property owner to have a site built single family residence on the property; and

WHEREAS, the Development Director determined the application was complete and has caused the application to be distributed to the Development Review Committee for review and comments; and

WHEREAS, a Development Review Report was prepared and the report concluded the Special Exception use application is in harmony with the LDRs general intent and purpose, is not injurious to the neighborhood or to adjoining properties, or is not detrimental to the public welfare based on the findings therein and conditions of approval; and

WHEREAS, on August 3, 2021, the Planning Commission held a duly noticed public hearing on the application and entered into the record the Development Review Report and all other competent substantial evidence presented at the hearing, and forwarded the record to the Board of County Commissioners (Board) with the recommendation that the Board adopt the proposed Resolution; and

WHEREAS, on August 24, 2021, the Board of County Commissioners (Board) held a duly noticed public hearing on the application and entered into the record the Development Review Report and all other competent substantial evidence presented at the Planning Commission and Board hearings; and

WHEREAS, the Board concluded the Special Exception use application established through competent substantial evidence the application was in harmony with the LDRs general intent and purpose, is not injurious to the neighborhood or to adjoining properties, or is otherwise detrimental to the public welfare based on the findings herein and conditions of approval.

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

Section 1. *Incorporation.* The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

Section 2. *Property description.* The property subject to this resolution is a .8 acre property located on NE Cubitis Avenue, the Property Identification Number being 08-37-25-0000-0471-0000.

Section 3. *Findings and conclusions.* The Development Review Report, incorporated herein by reference, represents the written findings of fact and conclusions to support granting to Martin A Meza and Sara Nair Dionisio a special exception use development order to allow within the Commercial Neighborhood (CN) zoning district, a site built single family residence in accordance with the Land Development Regulations.

Section 4. *Effective date.* This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 24 day of August, 2021.

ATTEST:

**DESOTO COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: Mandy Hines
Mandy Hines
County Administrator

By: JC Deriso Jr
JC Deriso
Chairperson

Approved as to form and legal sufficiency:

By: Donald D. Conn
Donald D. Conn
County Attorney

Sec.20-136. - Commercial Neighborhood District (CN).

The intent of the Commercial Neighborhood District (CN) is to permit the lowest order of commercial goods and services which meet the daily needs of nearby residents.

Commercial neighborhood uses will be limited to within 500 feet of the intersection of an arterial or a collector and another public roadway and be buffered from adjacent residential zoning districts.

(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:

a. Permitted uses and structures (allowable without the need for any other use or structure).

1. Retail sale of agricultural supplies; lawn and garden supplies.
2. Automobile service stations; car washes.
3. Neighborhood oriented retail uses such as delicatessens, food stores, hardware stores, etc.
4. Restaurant, including drive-ins or drive through.
5. Repair shop: radio, TV, small appliance, shoes, tack shop or other repair shops that are similar in nature, size and intensity.
6. Medical and dental offices.
7. Financial institutions.
8. Professional offices.
9. Animal hospitals and veterinary clinics (no outdoor kennels).
10. Child care centers.
11. Electric substation in compliance with F.S. 163.3208, as amended.
12. Affordable residential uses per F.S. 125.0103 (and related laws commonly known as the Live Local Act), as amended.

b. Accessory uses and structures.

1. Accessory uses and structures customarily associated with the uses permitted in this district.
2. Tennis courts, parks and playgrounds.

c. Special exception uses and structures.

- 1.Recreational facilities not accessory to principal uses; markina (does not have to be located within 500 feet of the intersection of an arterial or collector street and another roadway).
- 2.Private clubs; bar, cocktail lounge or other establishments which sell alcoholic beverages for consumption on the premises; sale of alcoholic beverages in conjunction with eating establishments.
- 3.Place of worship.
- 4.Libraries.
- 5.Museums.
- 6.Medical laboratories.
- 7.Funeral homes, refrigeration facilities as defined in F.S. § 497.005(68).
- 8.Any other professional or commercial use which is comparable in nature with the foregoing uses and which the Development Director determines to be compatible in the district.

d.Prohibited uses and structures. Any use or structure not specifically or by reasonable implication allowed herein.

(2)Development standards.

- a.Minimum lot area: 20,000 square feet.
- b.Minimum lot width: 100 feet.
- c.Minimum yard requirements:
 - 1.Front yard: 40 feet.
 - 2.Side yard: 15 feet.
 - 3.Rear yard: 25 feet.
- 4.Any yard abutting a residentially or agricultural zoned parcel must be a minimum of 25 feet.
- d.Maximum zoned area: five acres.
- e.Minimum floor area of principal structure: 1,000 square feet per building on the ground floor.
- f.Maximum impervious lot coverage: 70 percent.

g. Minimum off-street parking: See [Section 20-536](#).

h. Lighting is to be arranged so that no source of light reflects on or shines into any residentially zoned property.

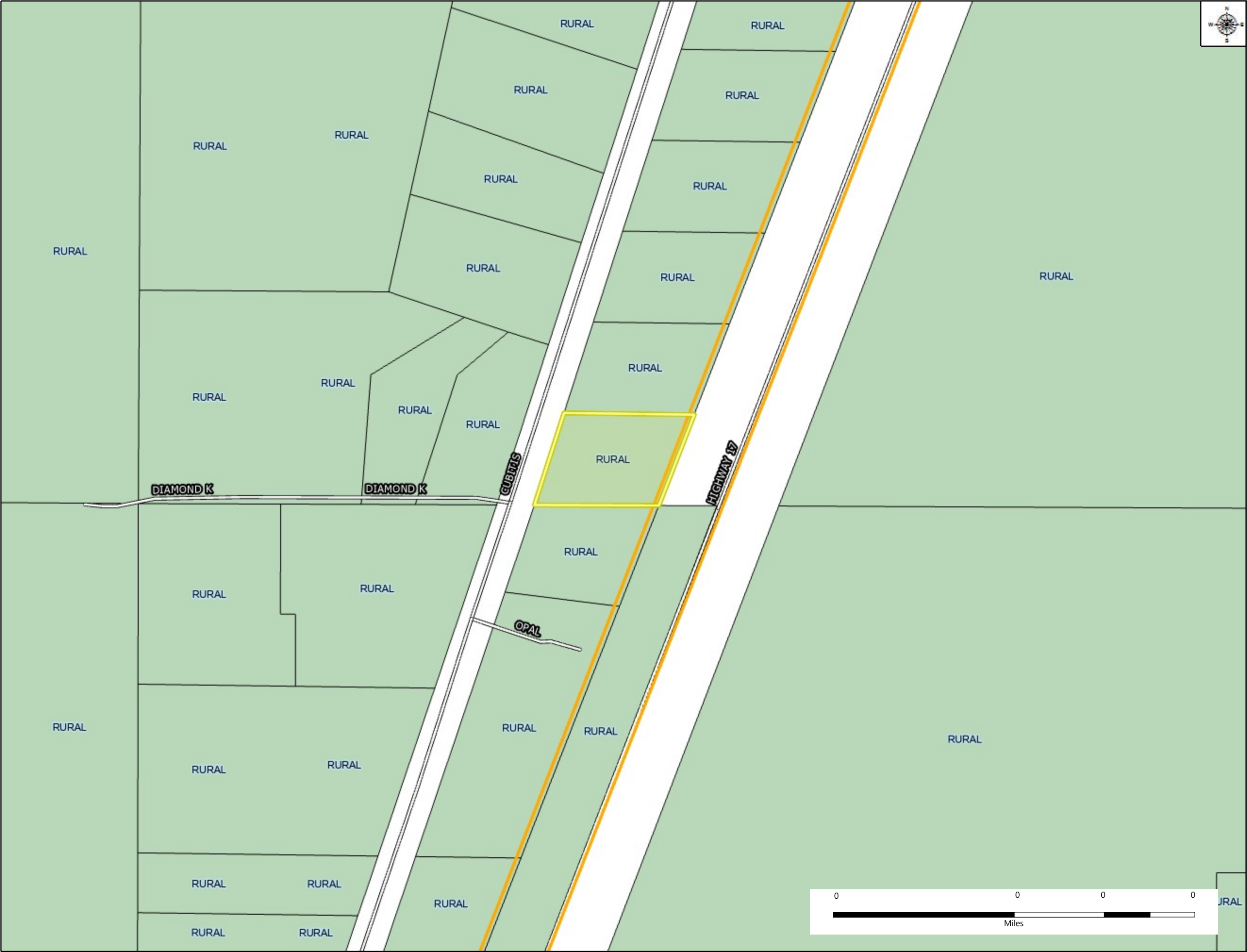
(3) *Utility areas*. Utility areas, including trash receptacles, shall be completely screened from the view of customers and adjacent property owners and shall be located in the rear yard of interior lots and in the side yard of corner or through lots.

Sec.20-1434. - Conditions and safeguards.

(a) In recommending approval of any special exception, the Planning Commission may also recommend appropriate conditions and safeguards in conformity with the LDR. Violation of such conditions and safeguards shall be deemed a violation of the LDR.

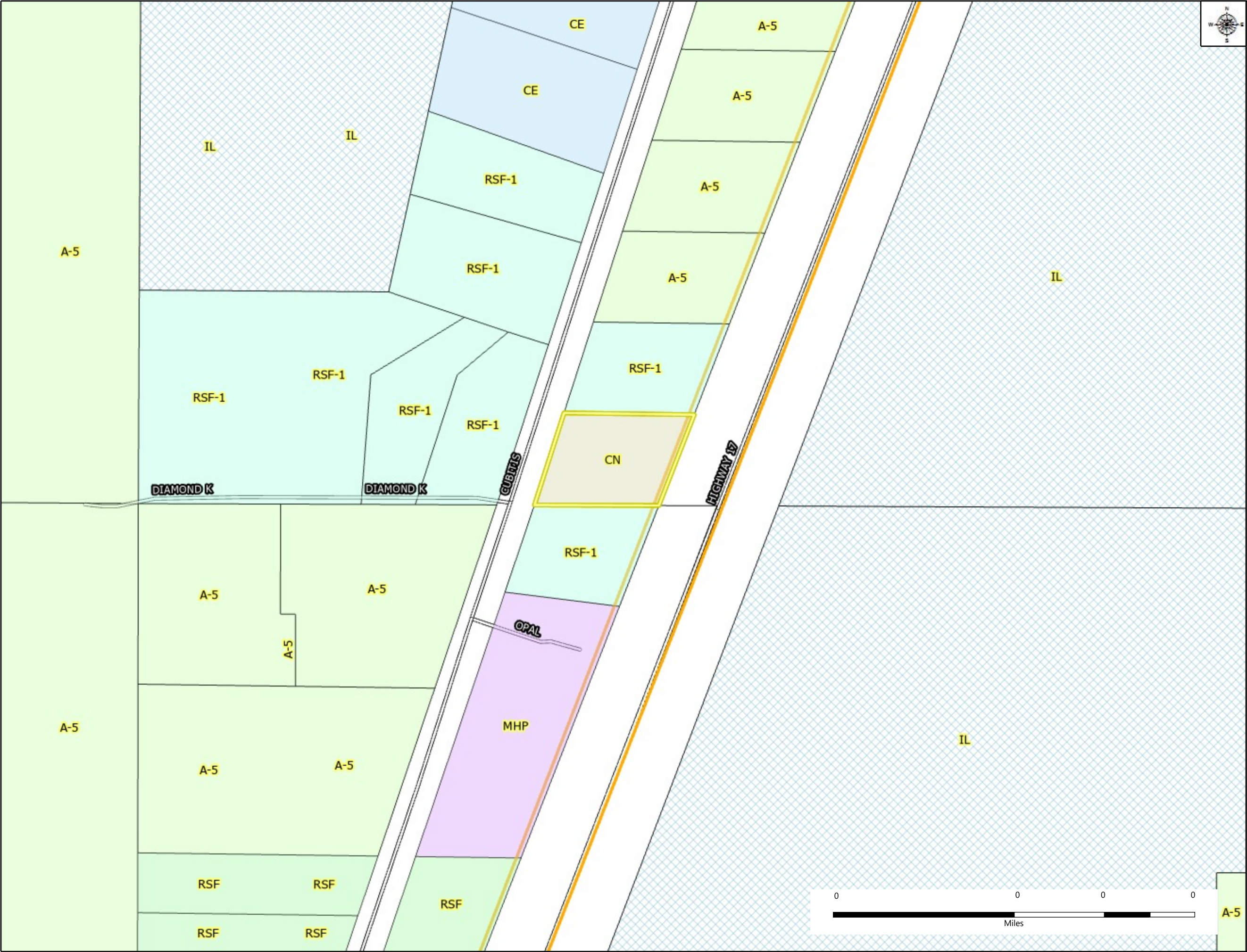
(b) Code Enforcement personnel will visit the development site a minimum of every three years to assure that all conditions of approval are being complied with and that no other violations are present. Any conditions which are not being complied with or any violations which are identified will be pursued in accordance with the County's code enforcement procedures. In the event that the violation is not corrected, the special exception may be revoked upon a hearing being held by the Board of County Commissioners and after the affected landowner has been notified.

(c) Any special exception shall expire five years from the date of approval by the Board of County Commissioners if the special exception use has not commenced or five years following the discontinuance of the special exception use, unless appealed and extended by action of the Board of County Commissioners.



- 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

June 25, 2026



Title

- Street Labels
- Major Road Labels
- Zoning Labels
- Zoning Designation
- A-10
- A-5
- CE
- CG
- CITY
- CN
- IH
- IL
- ILE
- MHP
- MHS
- P/I
- PM-1
- PUD
- RM
- RMF-12
- RMF-6
- RMF-8
- RMF-M
- ROI
- RSF

June 25, 2026



Prepared By
HORNER SHIFRIN

DESOTO COUNTY, FLORIDA
RESOLUTION NO. 2026- ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA DENYING AN APPLICATION TO EXTEND THE APPROVAL OF A SPECIAL EXCEPTION USE DEVELOPMENT ORDER (USE-0060-2021) FOR A +/- 0.80 ACRE PARCEL FOR PROPERTY LOCATED AT 5040 NE CUBITIS AVENUE, THE PROPERTY IDENTIFICATION NUMBER BEING 08-37-25-0000-0471-0000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is owned by Jesse and Amorette Sterling and consists of a +/- 0.80-acre property located at 5040 NE Cubitis Avenue, the property Identification Number being 08-37-25-0000-0471-0000 (the "Property"); and

WHEREAS, August 24, 2021, the Board of County Commissioners (the "Board") approved a Special Exception to allow a site built single family residence within the Commercial Neighborhood ("CN") zoning district (Resolution No. 2021-42); and

WHEREAS, LDR Section 20-1434(c) of the Land Development Regulations (LDR) provides that "Any special exception shall expire five years from the date of approval by the Board of County Commissioners if the special exception use has not commenced or five years following the discontinuance of the special exception use, unless appealed and extended by action of the Board of County Commissioners."; and

WHEREAS, based upon the foregoing, the subject Special Exception will expire on August 24, 2026, unless extended by the Board; and

WHEREAS, a 4-year time extension was filed for a previously approved Special Exception use (USE-0060-2021) (Resolution No. 2021-42), for a single-family residence, commercial office building, nursery, and BBQ on property zoned Commercial Neighborhood (CN); and

WHEREAS, the Development Director prepared a Memorandum analyzing the time extension request, concluding that granting a time extension was inconsistent with LDR Section 20-236(1).a, Section 20-236(1)b, and Section 20-236(1).c. which lists the uses permitted by right, as an accessory use, and by Special Exception in the CN zoning district, and all exclude a single-family residence; and

WHEREAS, extending the expiration date of the Special Exception (USE-0060-2021) was found to be injurious to the adjoining properties, or otherwise detrimental to the public welfare; and

WHEREAS, on July 28, 2026, the Board held a duly noticed public hearing on application number APPL-0013-2026 and the Board considered the staff analysis contained in the Memorandum and all substantial competent evidence presented at the hearing, including the testimony under oath by the Applicant, and determined that the

application does not comply with the DeSoto County Land Development Regulations, and by a vote of XX to XX, DENIED the application; and

WHEREAS, the Board finds adoption of this Ordinance is in the best interest of the residents of DeSoto County, Florida.

NOW, THEREFORE BE IT RESOLVED BY THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS 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 ± 0.8-acre parcel is located at 5040 NE Cubitis Avenue, the Property Identification Number being 08-37-25-0000-0471-0000.

Section 3. Findings of Fact and Conclusions of Law. The Board has considered all relevant, competent substantial evidence in the record, including testimony and documentary evidence, and based on preponderance of that evidence the Board finds that application number APPL-0013-2026 does not meet or comply with the following factors identified in Section 20-236(1).a, Section 20-236(1)b, and Section 20-236(1)c.to allow for a single-family residence to be built on property zoned Commercial Neighborhood (CN), and that the granting of the request will adversely affect the public interest.

Section 4. This Resolution shall take effect immediately upon its adoption.

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

ATTEST:

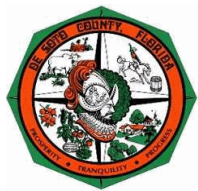
**DESOTO COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Mandy Hines
County Administrator

By: _____
Steve Hickox
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente
County Attorney



DeSoto County

7/28/2026

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 / Eli's Western Wear Inc. / Development Plan (SITE-0167-2025)

REQUESTED MOTION:

A motion to enter into the record the staff report and all competent substantial evidence introduced at the hearing and adopt/deny the resolution for the development plan.

SUMMARY:

The applicant requests approval of a development plan to construct a 14,896 SF retail sales building on a +/- 9.06-acre parcel. There is currently an unoccupied, single family residential home on site, which will be removed for the proposed development. The property, identified as tax ID number 32-37-25-0000-0060-0000, is located at 2528 NE Highway 70, Arcadia.



DESOTO COUNTY DEVELOPMENT DEPARTMENT STAFF REPORT

CASE INFORMATION

Application No.:	SITE-0167-2025
Request:	Development Plan
Property Owner:	Eli's Western Wear, Inc. 907 NW Park Street Okeechobee, FL 34972
Agent/Engineer:	Atwell, LLC 4161 Tamiami Trail, Building 5, Unit 501 Port Charlotte, FL 33952
Property ID:	32-37-25-0000-0060-0000
Parcel Size:	+/- 9.06-acres
Property Address:	2528 SE Highway 70 Arcadia, FL 34266
Future Land Use Category:	Urban Center Mixed Use within the Arcadia Urban Expansion Area
Zoning District:	Commercial General (CG)
Overlay Designation:	Conservation Overlay

Development Review Report (Green Street Assoc./L. McClelland & M. Servia)

PROPOSED REQUEST:

The applicant requests approval of a development plan to construct a 14,896 SF retail sales building on a +/- 9.06-acre parcel. There is currently an unoccupied, single family residential home on site, which will be removed for the proposed development. The property, identified as tax ID number 32-37-25-0000-0060-0000, is located at 2528 NE Highway 70, Arcadia (Exhibit A: Location).

Data and Analysis

Future Land Use Designation and Zoning

A. Comprehensive Plan and Future Land Use Review

1. **Objective 1.9: Urban Center Land Use Category Defined.** The Urban Center category promotes multiple types of land uses in a pattern of transitioning intensities around historic commerce centers and for future mixed-use communities.

Policy 1.9.2: Urban Center Land Use Category Uses. Multiple types of land uses, such as commercial, office, institutional, multi-family, duplexes, attached single family, and single-family, in a pattern of transitioning intensities around historic commerce centers and within other existing or proposed activity nodes. Light Industrial uses, such as enclosed manufacturing and warehousing, office and other workforce 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.

Staff Finding: This property is located within the Urban Center Land Use category with Commercial General (CG) zoning. The applicant has proposed a 14,896 square foot retail sales building, on the +/- 9.06-acre parcel, which is a use that is consistent with the policy above.

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	0.6 FAR	30%	50%
Residential Uses	8 du/ac	20%	50%
Light Industrial	0.6 FAR	0%	20%

Staff Finding: This property is located within the Arcadia Urban Expansion Area of the Urban Center Land Use designation, which lies along the north side of SR 70 in this area. The Arcadia Urban Expansion Area requires the project to be compliant with specific standards and principles. The objective of the area is described in part as, “.....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.”

The proposed 14,896 square foot retail sales building, on the +/- 9.06-acre parcel has a floor area ratio (FAR) of 0.03, which meets the maximum allowed FAR in the Urban Center land use and the Arcadia Urban Expansion area, however, Conservation Overlay Designation (COD) Policies 1.12.2 and 1.12.4 sometimes further restrict the FAR. In this case, the COD of the subject site is approximately 10% of the overall parcel and lies along the western edge of the property. It is unlikely that there are resources that will require protection in this small location. But in an abundance of caution, staff has recommended a condition requiring the site improvements to be moved from this area with the Improvement Plan, should the State determine that preservation or buffering of a resource is required.

Additionally, the area contains a mixture of uses, including a medical eye clinic at the southwest corner of NE Canada Drive and SE SR 70, residential uses located north of SE SR 70 along NE Canada Drive and NE Polk Avenue, a produce stand/meat market west of NE Canada Drive, and a strip commercial shopping center at SE SR 70 and Turner Avenue. The proposed retail sales project adds to the mixed-use nature of the area and complies with the objectives of the Arcadia Urban Expansion, which is to create a mixture of uses that support each other, while maintaining the historic development patterns

Policy 1.9.4: All development within the Urban Center Mixed Use category shall connect to existing centralized public water and wastewater facilities.

Staff Finding: The applicant plans to connect to public utilities, as required by this policy.

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.

Policy 3.3.1: Arcadia Urban Expansion Area Philosophy. The policies and standards of the Arcadia Urban Expansion Area as provided herein are designed to:

- (1) Preserve and strengthen existing neighborhoods;

- (2) Preserve and strengthen the existing Arcadia downtown;
- (3) Plan for the logical extension of urban development in a traditional form that is consistent with the function of the City;
- (4) Reduce automobile trips and trip lengths;
- (5) Create efficiency in planning and provision of infrastructure; and
- (6) Provide central utilities.

Staff Finding:

The retail sales project aligns with the philosophy contained in this policy, as it is the type of development that would normally be considered to strengthen existing neighborhoods or an historic downtown center. The project provides good vehicle and pedestrian connections and will connect to public utilities. The project's connection to the existing sidewalk along SE SR 70 will help to encourage walking for short trips and may reduce automobile trips for people who live in the area.

Policy 3.3.2: *Guiding Principles.* Developments within the Arcadia Urban Expansion Area including lands that are designated as Urban Center Mixed Use and Neighborhood Mixed Use future land use categories shall exhibit all of the following characteristics:

- (1) Neighborhoods shall form the basic building block for development within the Arcadia Urban Expansion Area and shall be characterized by a mix of residential housing types that are distributed on a connected street system;
- (2) Neighborhoods shall include compact design that includes a system of land subdivision and development which links one neighborhood to another;
- (3) All streets shall be interconnected and designed to balance the needs of all users, including pedestrians, bicyclists and motor vehicles, and shall be built with design speeds that are appropriate for neighborhoods;
- (4) Alternatives for pedestrians and bicyclists shall be maintained through the provision of sidewalks, street trees and on-street parking which provide distinct separation between pedestrians and traffic, spatially define streets and sidewalks by arranging buildings in a regular pattern that are unbroken by parking lots; and provide adequate lighting that is designed for safe walking and signage which has a pedestrian orientation; and
- (5) There shall be sufficient non-residential uses to provide for the daily needs of neighborhood residents as further regulated herein.

Staff Finding.

The project is consistent with the guiding principles contained in this policy. The existing neighborhoods will be served by this project, and the design provides good vehicular and pedestrian connections for access.

Policy 3.3.4: *Standards for Review.* All development shall conform to the

Arcadia Urban Expansion Area Philosophy and Principles as enumerated herein and demonstrate the following:

- (1) That the development complies with all applicable County environmental preservation regulations provided, however, that the development shall also separately comply with applicable federal and state environmental preservation regulations;
- (2) That the location of the developed areas on the site respects existing natural and environmental features on the site;
- (3) That the integrity of the mixed-use district is not compromised by allowing extensive single-uses. The land use mix shall be phased to provide an adequate mix of non-residential uses to serve residential development; and
- (4) That the required on-site and off-site infrastructure will be available to serve each development and phase of development as it is constructed.

Staff Finding.

The project has recommended staff conditions to comply with environmental regulations and state permitting, as a matter of general procedure. The existing infrastructure in the area will serve the project and any needed improvements will be evaluated with the Improvement Plan.

Policy 3.3.6: *TND Principles*. DeSoto County shall adopt TND development standards into the Land Development Code by December 2010 that are consistent with the following principles of Traditional Neighborhood Design (TND):

- (1) *Mixed Uses*. A mixture of non-residential and residential uses of various densities, intensities, and types designed to promote walking between uses and a variety of transportation modes such as bicycles, pedestrians and automobiles.
- (2) *Functional Neighborhoods*. Residential areas are located and designed as neighborhoods, which embrace a full range of urban facilities including neighborhood retail centers, a variety of housing types, public/civic space and a variety of open space amenities, schools, central water and sewer, and fire/safety accessibility.
- (3) *Walkable Streets*. Integrated neighborhoods and compact Development that designs a community based on reasonable walking distances, the location of parking, and the design of streetlights, signs and sidewalks.
- (4) *Interconnected Circulation Network*. An interconnected street system that prioritizes pedestrians and bicycle features and links neighborhoods to shopping areas, civic uses, parks and other recreational features.
- (5) *Respect for Natural Features*. Development activity recognizes the natural and environmental features of the area and incorporates the protection, preservation and enhancement of these features as a resource amenity to the development.

Staff Finding.

DeSoto County has not adopted TND (Traditional Neighborhood Design) principles in the LDR, but the existing development in the area contains many of the standard TND components. This portion of the county has a mixture of uses, an interconnected street system, and sidewalks for pedestrians.

Policy 3.3.7: *Street Network.* Developments within the Arcadia Urban Expansion Area shall be required to construct interconnected networks of streets in a block pattern that encourages walking, reduces the number and length of automobile trips, and conserves energy. On-street parking will be included where appropriate to support adjacent land uses. The street networks shall be connected, and dead-end streets will be prohibited except when necessary next to geographical features or at the edge of development.

Staff Finding.

The Applicant does not propose any new streets, so this policy is not applicable.

Policy 3.3.8: *Commercial Development Location Standards.* Community Scale Centers may be developed within the Urban Center land use designation of the Arcadia Urban Expansion Area at the intersections of collector and/or arterial roads. The maximum size of each Community Scale Center shall be 40 acres with a maximum of 350,000 square feet of leasable area. A maximum of three neighborhood scale centers may be developed within the Arcadia Urban Expansion Area at the intersections of collector and/or arterial roads and shall be separated approximately two miles from other regional scale commercial centers and approximately one mile from other neighborhood or community scale commercial centers. The maximum size of each Neighborhood Scale Center shall be 5 acres with a maximum of 20,000 square feet of leasable area.

Staff Finding.

The proposed project is a commercial retail project of 14,496 square feet on 9.06 acres. As it is a stand-alone, single-use retail business and not a commercial center with leasable space, the limitations contained in the policy above are not applicable.

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 western boundary is within the Conservation Overlay Designation (COD). A Protected Species Assessment (IVA Environmental Services, dated March 2025) was provided by the applicant, stating that field observations indicate a ditch (man-made other surface water habitat) adjacent offsite to the west. No protected species or evidence of protected species utilization which would require permits from the FWC or FWS were observed onsite during the site inspection.

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 1.12.1: Conservation Overlay Designation Location. The Conservation Overlay area on the Future Land Use Map consists of those lands that potentially contain environmentally sensitive areas, specifically the 100-year Floodplain as exists on the latest FEMA maps and viable wetland areas that exist on the latest National Wetlands Inventory Map. The lines shall not be considered the exact boundary of an area. The Conservation Overlay area is not all-inclusive; other areas do not show up on the FLUM within the overlay boundaries but are environmentally sensitive for other reasons, such as protected plant and animal habitat, are also subject to the applicable Land Development Regulations and any review by agencies with jurisdiction.

Staff Finding. Full compliance with this Policy will be evaluated with the Applicant's point-by-point analysis of the COD policies, to be reviewed with the Improvement Plan.

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 concept plan does not show any of the prohibited uses.

The Applicant will be required to address the standards and coordinate with the State of Florida on any needed environmental resource permitting. As previously stated, COD Policies 1.12.2 and 1.12.4 sometimes further restrict the FAR. In this case, the COD of the subject site is approximately 10% of the overall parcel and lies along the western edge of the property. It is unlikely that there are resources that will require protection in this small location. But, in an abundance of caution, staff has recommended a condition requiring the site improvements to be moved from this area with the Improvement Plan, should the State determine that preservation or buffering of a resource is required.

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. The Applicant will be required to address the standards and coordinate with the State of Florida on any needed environmental resource permitting. A condition is recommended that the Applicant demonstrate compliance with the COD by submitting a point-by-point analysis of all COD policies, which will be approved by the Planning Department with the Improvement Plan. Additionally, staff recommends that an Environmental Site Study be submitted with the Improvement Plan, as required by this policy, which may include the information contained in the Protected Species Assessment provided with the Development Plan.

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.
 - (d) Urban Center Mixed Use Mixed Use shall be 1 unit per 1 acre.In the future, density transfers out of the Conservation Area may be able to occur off-site from Rural/Agricultural Future Land Uses to Non- Rural/Agricultural Future Land Uses as part of a Transfer of Development Rights Program.
- (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.

Staff Finding. The Applicant will be required to address the standards and coordinate with the State of Florida on any needed environmental resource permitting. As previously stated, COD Policies 1.12.2 and 1.12.4 sometimes further restrict the FAR. In this case, the COD of the subject site is approximately 10% of the overall parcel and lies along the western edge of the property. It is unlikely that there are resources that will require protection in this small location. But, in an abundance of caution, staff has recommended a condition requiring the site improvements to be moved from this area with the Improvement Plan, should the State determine that preservation or buffering of a resource is required.

Additionally, a condition is recommended that the Applicant demonstrate compliance with the COD by submitting a point-by-point analysis of all COD policies, which will be approved by the Planning Department with the Improvement Plan.

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.

Staff Finding. The Applicant will be required to address the standards and coordinate with the State of Florida on any needed environmental resource permitting. A condition is recommended that the Applicant demonstrate compliance with the COD by submitting a point-by-point analysis of all COD policies, which will be approved by the Planning Department with the Improvement Plan.

Policy 1.12.7: Water resources (Rivers and Creeks) of the County are recognized as valuable to the residents of the County and shall continue to be protected by disapproving development activities which will result in any measurable decrease in surface and ground water quality.

Staff Finding. The Applicant will be required to address the standards and coordinate with the State of Florida on any needed environmental resource permitting. A condition is recommended that the Applicant demonstrate compliance with the COD by submitting a point-by-point analysis of all COD policies, which will be approved by the Planning Department with the Improvement Plan.

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.

Staff Finding. The Applicant will be required to address the standards and coordinate with the State of Florida on any needed environmental resource permitting. A condition is recommended that the Applicant demonstrate compliance with the COD by submitting a point-by-point analysis of all COD policies, which will be approved by the Planning Department with the Improvement Plan.

- 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 and consistent with the Urban Center Mixed Use category. The site meets the minimum lot size and width for the CG zoning district. The development plan shows the proposed retail sales building setbacks exceed the minimum requirements for the CG zoning district, with front yard setbacks required along Highway 70 and Front Street:

	Proposed	Required CG
Front	89'+	40'
Side	69'+	10'
Rear	N/A	25'

The Development Plan shows a proposed development area of 6.33 acres of the overall 9.06-acre parcel. future development area, but any future development will be required to meet the CG zoning district standards and follow the development review process for approvals under a separate application.

The maximum impervious lot coverage in the CG zoning district is 70%. The development plan indicates 1.91 acres or 30.2% of impervious surface proposed on the 6.33-acre development area.

The site is located in FEMA Flood Zone X and A, map panel 12027C0179C (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.

Direction	Existing Use	Land Use	Zoning
Site	Single Family Residence to be removed	Urban Center Mixed Use	CG
North	Big Tree RV Resort	Urban Center Mixed Use	TTRVC
South- Across Hwy 70	Retail Commercial, Hotel, Restaurant	Commercial	CG
East	Vacant Commercial	Urban Center Mixed Use	CG
West- Across 10' wide ditch (4 of 8 parcels owned by Eli's)	Warehouse, Single Family Residential, Vacant	Urban Center Mixed Use	CG, RSF-5

Buffers are not required for a commercial use when adjacent to other commercial uses. The development plan shows a proposed 15' wide Type B buffer along the north and west property line, adjacent to residential uses and zoning 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 indicated on the development plan along Highway 70 to the south.

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 retail sales building (14,896 SF) is located on Highway 70 and the plan shows two access driveways, one on Highway 70 and one on Front Street. A traffic analysis was provided with the Development Plan application (TR Transportation Consultants, Inc., June 2025) which states that the proposed retail sales use (apparel store) will not have an adverse impact on the surrounding roadway network and no roadway capacity or turn lane improvement will be required. Additional traffic analysis may be required with the Improvement Plan application, and a condition requiring a traffic methodology meeting to determine the requirement is recommended in this report. The applicant is responsible for coordinating with FDOT for site access onto Highway 70.

The development plan provides parking and loading calculations according to Land Development Regulations, Section 20-536, for the retail sales use (14,896 SF). The Development Plan indicates 50 parking spaces are required (1 space/300 SF retail sales) and

proposes 71 parking spaces for the 14,896 SF retail facility building (which includes 10 trailer parking spaces and 4 ADA spaces). Two loading spaces are required and proposed. The parking layout will have to be revisited, as staff recommends a condition that prohibits parking beyond the minimum requirements and trailer parking.

4. **Infrastructure issues.** Infrastructure issues include potable water, sanitary sewer, solid waste, stormwater management, and electricity.

Staff finding: Water and sewer service are available nearby by DeSoto County Utilities. The applicant is required to connect to DeSoto County Water and Sewer systems.

Solid waste will be provided by onsite dumpster service per DeSoto County detail D-27. The applicant is required to coordinate with Womack Sanitation.

Stormwater is shown on the Development Plan and will be further addressed with the Improvement Plan. Stormwater runoff is proposed to be collected and routed into onsite dry detention systems where runoff will be treated for water quality and attenuated. A floodplain compensation lake is also indicated on the Development Plan. 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 State permits shall be provided to the County prior to issuance of the Notice to Proceed.

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 indicates 1.91 acres or 30.2% of impervious surface proposed on the 6.33-acre development area.

STAFF REVIEW

Staff review has determined that this application, SITE-0167-2025, is consistent with the Comprehensive Plan and Land Development Regulations.

RECOMMENDED CONDITIONS FOR APPROVAL:

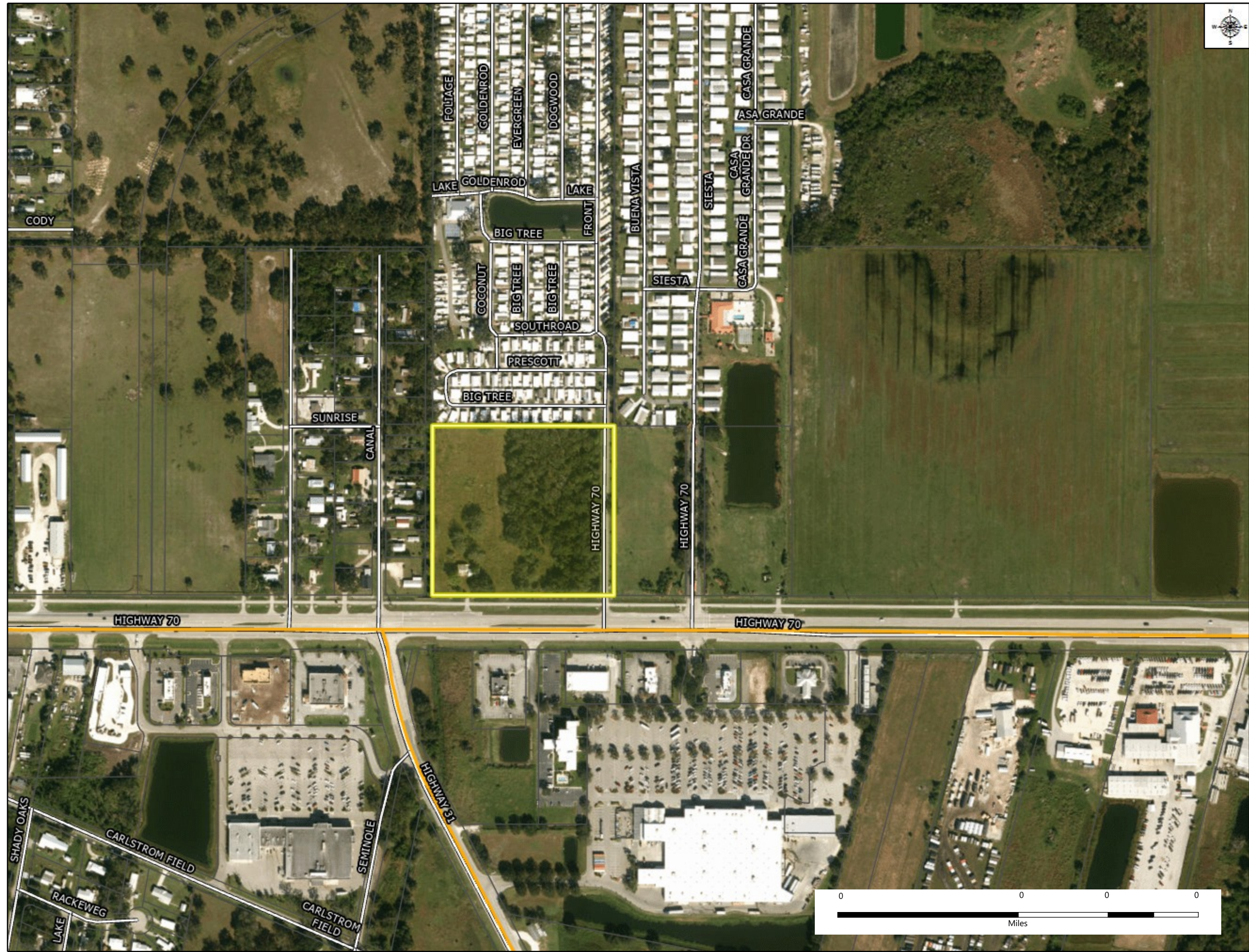
1. The Development Plan is approved for up to a maximum of 14,496 square feet of gross-floor area for a retail business. The future development shown on the Development Plan is not approved.
2. Should the State determine that preservation of, or buffering from, an environmental resource is needed within the COD area, the proposed site

improvements shall be moved and the revised design approved by the Planning staff with the Improvement Plan.

3. A minimum of 25 percent open space for the project (with a minimum of 10 percent of the open space to be upland acreage designed to create active recreation areas) per Comprehensive Plan Policy 1.6.10, shall be approved by Planning staff with the Improvement Plan.
4. The Improvement Plan shall show parking calculated at 1 space per 300 square feet of gross-floor area. Only the number of parking spaces required by this calculation is authorized and excessive parking and trailer parking is prohibited. This shall be approved by the Planning Department with the Improvement Plan.
5. The applicant shall obtain all required state permits (e.g., SWFWMD, DEP, FDOT) and shall submit either a copy of the permit application filed with the State or a letter of exemption. A copy of the state permit(s) shall be provided prior to issuance of the Notice to Proceed.
6. Prior to submittal of the Improvement Plan, a traffic methodology meeting shall be scheduled with the Engineering Division to determine the parameters of a required traffic analysis or if the impacts are de minimis and do not require an analysis.
7. The Applicant shall demonstrate compliance with the COD by submitting an Environmental Site Study and a point-by-point analysis of all COD policies, which will be approved by the Planning staff with the Improvement Plan.
8. The applicant is required to connect to DeSoto County Water and Sewer systems. Capacity is limited and can only be guaranteed with a fully executed capacity reservation agreement and payment of all applicable capacity reservation fees. The utility connection details shall be approved by the Utilities Department with the Improvement Plan.
9. The applicant shall coordinate with the county's solid waste provider to determine the needed solid waste receptacles, which shall be approved with the Improvement Plan.
10. This Development Plan will expire 3 years from the date of the approved Resolution unless development has commenced within that 3-year period.
11. All approved conditions shown on the Resolution shall be placed on the Improvement Plan.

PUBLIC HEARING SCHEDULE

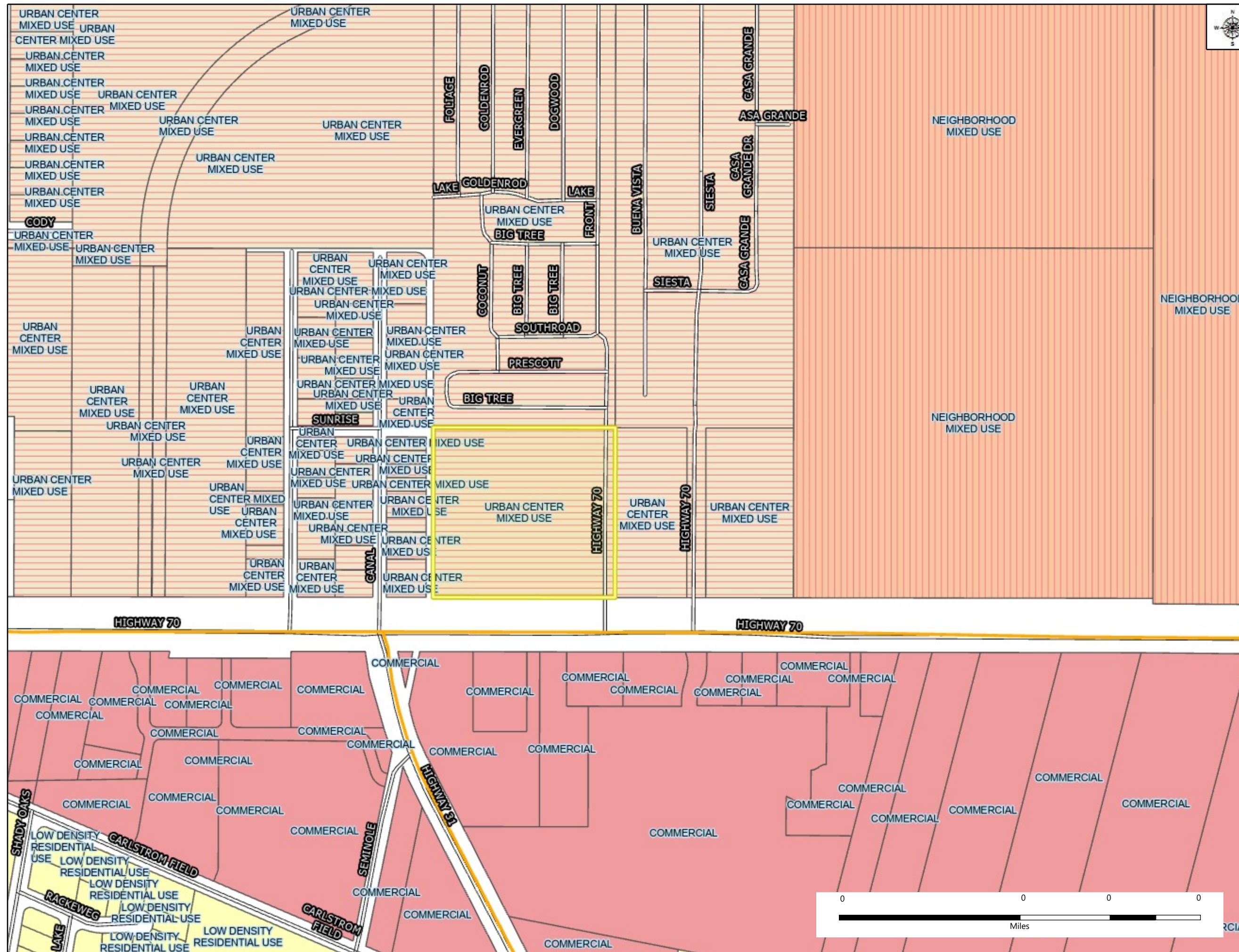
Board of County Commissioners: July 28, 2026



Location Map
Eli's Western Wear

- Street Labels
- Major Road Labels
- County Boundary
- Major Roads
- Streets
- Parcels

May 21, 2026



FLU Map Eli's Western Wear

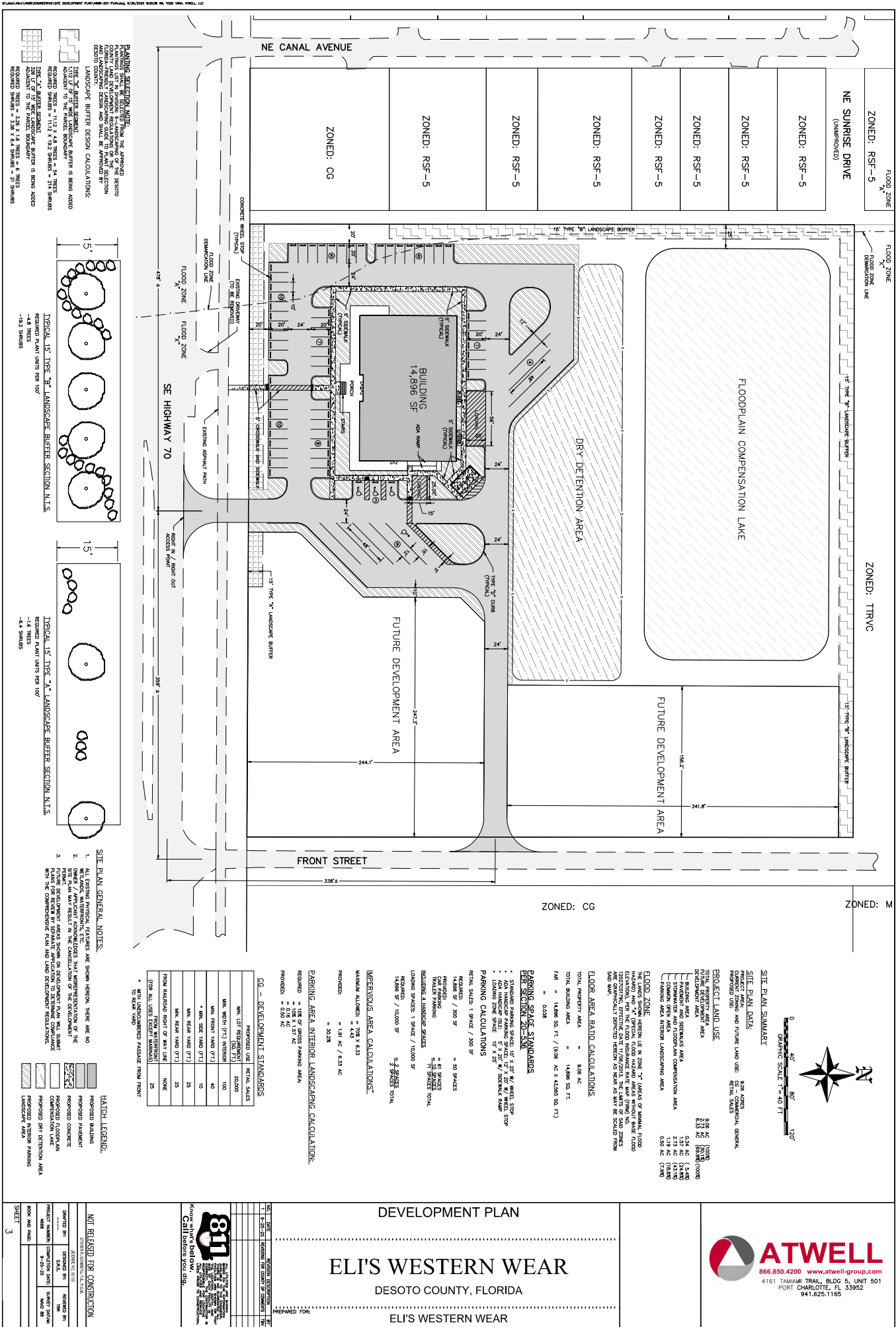
- Street Labels
- Major Road Labels
- FLUM Labels
- County Boundary
- Major Roads
- Streets
- Parcels
- FLUM 2040
 - Preservation
 - Rural/Agriculture
 - Low Density Residential
 - Medium Density Residential
 - Neighborhood Mixed Use
 - Employment Center
 - Commercial
 - Urban Center Mixed Use
 - Public Land/Institutional
 - Electrical Generating Facility

May 21, 2026

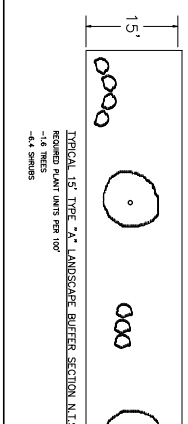
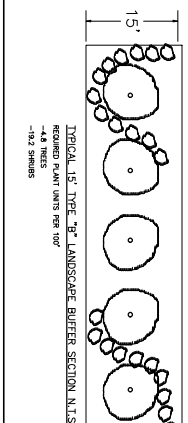
Prepared By
HORNER SHIFRIN



Prepared By



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1. THE SITE PLAN GENERAL NOTES ARE SHOWN HEREIN. THERE ARE NO OTHER NOTES OR CONDITIONS THAT ARE NOT SHOWN HEREIN.
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NOT RELEASED FOR CONSTRUCTION

DATE	REVISION	BY	FOR
10-20-20	1	ELI'S WESTERN WEAR	FOR CONSTRUCTION

DEVELOPMENT PLAN

ELI'S WESTERN WEAR

DESOTO COUNTY, FLORIDA

ELI'S WESTERN WEAR

ATWELL
866.850.4200 www.atwell-group.com
4161 TAMIAH TRAIL, BLDG 5, UNIT 501
PORT CHARLOTTE, FL 33952
941.625.1165

811
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DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, APPROVING A DEVELOPMENT PLAN APPLICATION (SITE-0167-2025) WITH CONDITIONS FOR A 14,896 SF RETAIL SALES ESTABLISHMENT ON A PARCEL, ZONED COMMERCIAL GENERAL (CG) AND LOCATED AT 2528 SE HIGHWAY 70, ARCADIA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 4, 2025, a Development Plan application and fee was submitted to the Development Department to construct a 14,896 SF retail sales establishment on a +/- 9.06-acre parcel located at 2528 NE Highway 70, Arcadia (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 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 provided conditions are imposed; and

WHEREAS, on July 28, 2026, the DeSoto Board of County Commissioners held a duly noticed public hearing on the Development Plan application (SITE-0167-2025) and determined that the application complies with the DeSoto County Comprehensive Plan (Exhibit B: Future Land Use Map), the Land Development Regulations (Exhibit C: Zoning Map), 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 +/- 9.06-acre parcel is located at 2528 NE Highway 70, Arcadia. The Property Identification Number is 32-37-25-0000-0060-0000.

Section 3. *Development Plan approved.* Eli’s Western Wear, Inc. is granted Development Plan application (SITE-0167-2025) approval as displayed in the development plan (Exhibit D: Site Plan), subject to the following conditions:

1. The Development Plan is approved for up to a maximum of 14,496 square feet of gross-floor area for a retail business. The future development shown on the Development Plan is not approved.

2. Should the State determine that preservation of, or buffering from, an environmental resource is needed within the COD area, the proposed site improvements shall be moved and the revised design approved by the Planning staff with the Improvement Plan.
3. A minimum of 25 percent open space for the project (with a minimum of 10 percent of the open space to be upland acreage designed to create active recreation areas) per Comprehensive Plan Policy 1.6.10, shall be approved by Planning staff with the Improvement Plan.
4. The Improvement Plan shall show parking calculated at 1 space per 300 square feet of gross-floor area. Only the number of parking spaces required by this calculation is authorized and excessive parking and trailer parking is prohibited. This shall be approved by the Planning Department with the Improvement Plan.
5. The applicant shall obtain all required state permits (e.g., SWFWMD, DEP, FDOT) and shall submit either a copy of the permit application filed with the State or a letter of exemption. A copy of the state permit(s) shall be provided prior to issuance of the Notice to Proceed.
6. Prior to submittal of the Improvement Plan, a traffic methodology meeting shall be scheduled with the Engineering Division to determine the parameters of a required traffic analysis or if the impacts are de minimis and do not require an analysis.
7. The Applicant shall demonstrate compliance with the COD by submitting an Environmental Site Study and a point-by-point analysis of all COD policies, which will be approved by the Planning staff with the Improvement Plan.
8. The applicant is required to connect to DeSoto County Water and Sewer systems. Capacity is limited and can only be guaranteed with a fully executed capacity reservation agreement and payment of all applicable capacity reservation fees. The utility connection details shall be approved by the Utilities Department with the Improvement Plan.
9. The applicant shall coordinate with the county's solid waste provider to determine the needed solid waste receptacles, which shall be approved with the Improvement Plan.
10. This Development Plan will expire 3 years from the date of the approved Resolution unless development has commenced within that 3-year period.
11. All approved conditions shown on the Resolution shall be placed on the Improvement Plan.

Section 4. *Effective date.* This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 28th day of July 2026.

ATTEST:

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

By: _____
Mandy Hines
County Administrator

By: _____
Steve Hickox, Chairman
Board of County Commissioners

APPROVED AS TO LEGAL FORM

By: _____
Valerie Vicente
County Attorney

Exhibit A: General Location



Exhibit B: Future Land Use

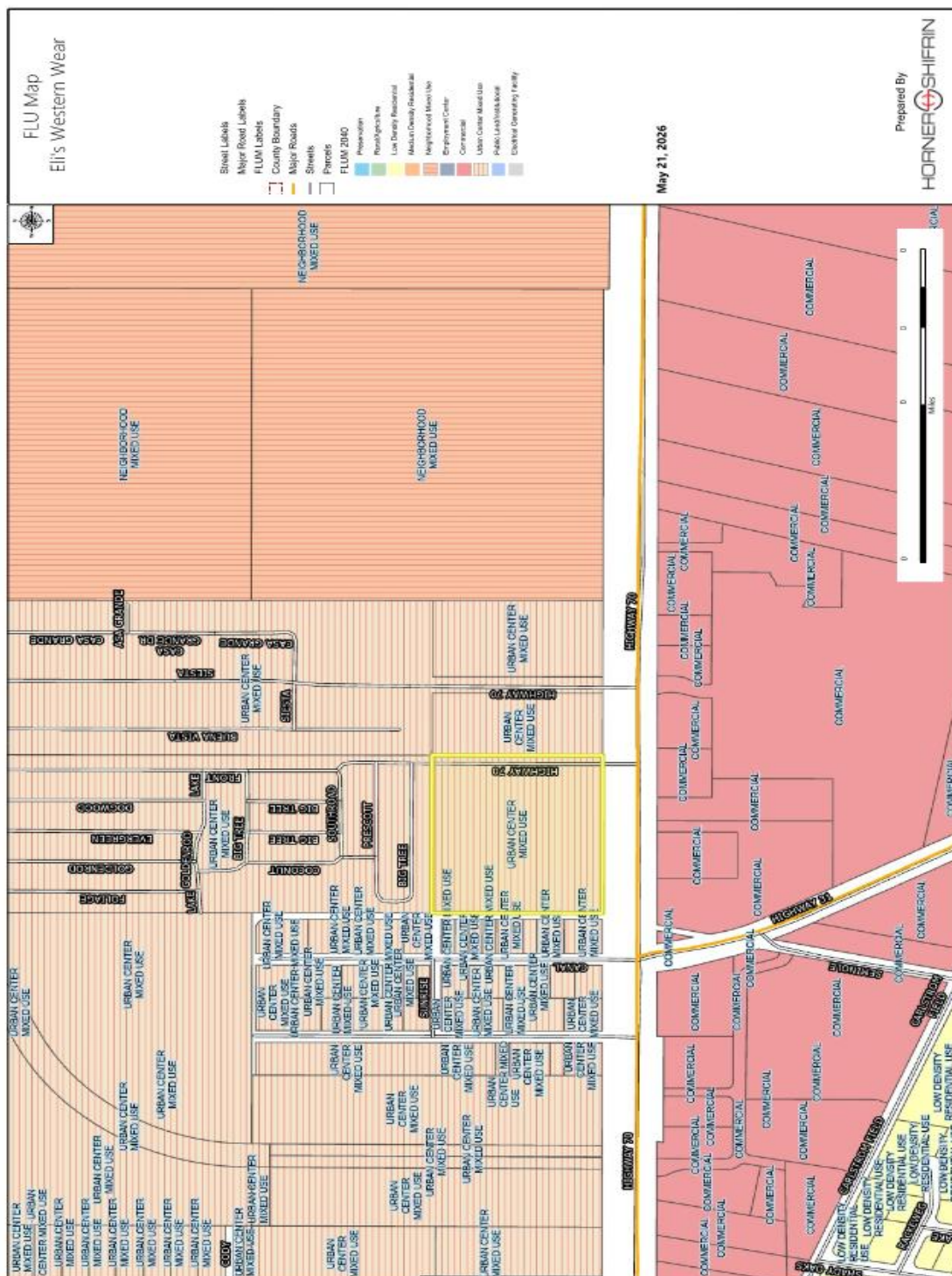


Exhibit C: Zoning

