



DeSoto County

Board of County Commissioners

Meeting Agenda

Tuesday, May 26, 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. 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](#)
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](#)

7. Authority to Negotiate / DeSoto County Fair Association

7a Emergency Purchase of fire alarm system for the Turner Center

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

ADMINISTRATOR'S REPORT

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

RECESS UNTIL 6:30 PM PUBLIC HEARING

PUBLIC HEARING

8. 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](#)

9. 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](#)

QUASI-JUDICIAL PUBLIC HEARING

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

Attachments: [2026-04-20 2026-04-17 RZNE 0046-2023 Maria's Rentals SR Final
for PC
Location Map
FLUM
ZONING MAP
Comp Plan Policies exhibit
2026-04-10 Ordinance RZNE-0046-2023 Maria's Rentals Final for PC](#)

11. 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](#)

12. 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](#)

ADJOURNMENT

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



DeSoto County

5/26/2026

Item #: 1.

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

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

TITLE & DESCRIPTION:
Declaration of Surplus Property

REQUESTED MOTION:
Declare the list of presented items as Surplus and approve for sale or disposal.

SUMMARY:
Declaration of Surplus Property

BACKGROUND:
County Property that qualifies as Assets has been identified by Departments as no longer needed or wanted. Staff is requesting the Board declare the items as Surplus, authorizing the sale or disposal of the items and removal from inventory.

FUNDS:
Budget Amount: **Revenue Generating**
Actual Agenda Item: **No monetary request.**
Account Number: **Varies by assigned Department.**
Explanation: **Revenue Generating**

SURPLUS ACTION REPORT

ASSET #	DESCRIPTION	VEHICLE ID# / SERIAL#	FUND	DEPARTMENT	ORIGINAL DATE PURCHASED	ORIGINAL PURCHASE AMOUNT	CURRENT DEPRECIATED VALUE	REASON FOR SURPLUS/COMMENTS
9904	CARDINAL TRUCK SCALE	A11022528A11084E2	400	4230	9/30/1998	\$63,700.00	\$ -	DAMAGE OR WORN OUT
2006-03	2006 FORD F450 PICKUP	1FDXF47PX6EB34870	102	6050	11/10/2005	\$29,313.00	\$ -	SEND TO INTERNET/AUCTION
1487	CRANE ON 2006-03	5000-16	102	6050	9/27/1991	\$7,353.00	\$ -	SEND TO INTERNET/AUCTION
2012-16	2012 FORD ESCAPE	1FMCU0C76CKC10178	001	3018	2/22/2012	\$17,433.50	\$ -	SEND TO INTERNET/AUCTION

DATE APPROVED: 5/26/26

MANDY J. HINES

BOARD OF COUNTY COMMISSIONERS

By:



DeSoto County

5/26/2026

Item #: 2.

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

DEPARTMENT: Social Services
SUBMITTED BY: Lauri Benson
PRESENTED BY: Lauri Benson

TITLE & DESCRIPTION:

Resolution/Affordable Housing Advisory Committee member appointment

REQUESTED MOTION:

To approve the Resolution appointing and confirming new and established members.

SUMMARY:

The Board of County Commissioners adopted Ordinance 1993-02 establishing the Affordable Housing Advisory Committee and amended the ordinance August 12, 2008 to appear as section 11-107, DeSoto County Code of Ordinances. Members of this Committee must be appointed by Resolution. This Resolution confirms existing members and appoints two new members. Holly Layport will replace Mike Provau and Jeorgia Sutton will replace Kathy Heitman.

BACKGROUND:

This Committee was established in accordance with Section 420.076, Florida Statutes.

FUNDS:

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

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, APPOINTING AND CONFIRMING NEW AND ESTABLISHED MEMBERS OF THE AFFORDABLE HOUSING ADVISORY COMMITTEE WITH TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 420.9076, Florida Statutes, DeSoto County adopted Ordinance 1993-02 establishing the Affordable Housing Advisory Committee for DeSoto County; and

WHEREAS, Section 420.076, Florida Statutes, was amended by Chapter 2007-198, Laws of Florida, to increase the number and qualifications of members of the Affordable Housing Advisory Committee required for cities and counties receiving State Housing Initiatives Program (SHIP) funds; and

WHEREAS, as a result of the aforementioned legislative changes, Ordinance 1993-02 was amended by Ordinance 2008-14 on August 12, 2008 and now appears as section 11-107, DeSoto County Code of Ordinances (the "County Code"); and

WHEREAS, the Affordable Housing Advisory Committee can have at least 11 members and must consist of 1 representative from at least 6 of the 11 demographic categories, and

WHEREAS, the persons appointed hereby below are duly qualified and have agreed to serve on the Affordable Housing Advisory Committee; and

WHEREAS, pursuant to section 11-107(a) of the County Code, the members of the Advisory Committee shall be appointed by resolution of the Board of County Commissioners (the "Board"); and

WHEREAS, the Board finds adoption of this resolution 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. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

Section 2. The following persons are appointed as members of the DeSoto County Affordable Housing Advisory Committee for a three (3) year term and may be reappointed for subsequent terms and whose general duties are specified in Section 11-

107, DeSoto County Code of Ordinances, including to produce an annual report with recommendations on local affordable housing incentives.

APPOINTEES:

- (1) Judy Schaefer
- (2) Jennifer Bowser
- (3) Holly Layport
- (4) Thelma Guice
- (5) Melanie Brown
- (6) Oralia Ramirez
- (7) Donna Doubleday
- (8) Jeorgia Sutton
- (9) Derek Taylor

Section 3. Two additional members shall be appointed by separate Resolution when identified and available.

Section 4. Upon acceptance of this appointment, the members commit to attend meetings for a term of (3) years to begin July 21, 2026 and to end July 21, 2029.

Section 5. The committee hereby appointed, shall meet within 3 months of the effective date of their term, at the call of the Social Services Director, and in compliance with the public notice and public access provisions of state law and the said county code provision, to adopt an annual report with recommendations on local affordable housing incentives and perform other duties as specified in section 11-107, DeSoto County Code of Ordinances.

Section 6. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 26th day of June, 2026

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

Mandy Hines
County Administrator

Steve Hickox
Chairman

Valerie Vicente
County Attorney



DeSoto County

5/26/2026

Item #: 3.

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

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

TITLE & DESCRIPTION:

Consent to Assignment - 2nd Amendment- Sanders - Eurofin

REQUESTED MOTION:

Approve the 2nd Amendment to the Sanders Laboratories Agreement Consenting to Assignment of the Agreement to Eurofin Drinking Water and Wastewater Southeast, LLC.

SUMMARY:

Consent to Assignment - 2nd Amendment- Sanders - Eurofin

BACKGROUND:

The County entered into an Agreement for Water and Wastewater Quality Sampling & Laboratory Testing Services with Sanders through a competitive bid process on November 16th, 2023 which was amended on November 6, 2025, renewing the Agreement for an additional one-year term, and revising the fee schedule.

Additionally, as of February 16, 2026 Sanders Laboratories officially became Eurofins Drinking Water & Wastewater Southeast, FL 33913. This 2nd Amendment recognizes and consents to the Assignment of the Agreement to Eurofin Drinking Water and Wastewater Southeast, LLC.

FUNDS:

Budget Amount: **Varies**

Actual Agenda Item Cost: **Varies**

Account Number: **Utilities**

Explanation: **Budgeted annually as required by FDEP operating permit**

**CONSENT TO ASSIGNMENT OF, AND SECOND AMENDMENT TO
AGREEMENT FOR
PROFESSIONAL AND TECHNICAL
SERVICES FOR WATER AND WASTEWATER QUALITY
SAMPLING AND LABORATORY TESTING SERVICES
Bid No. 23-26-00ITB**

THIS CONSENT TO ASSIGNMENT OF, AND SECOND AMENDMENT, is made part of the original Agreement between the parties dated November 16, 2023 (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,” SANDERS LABORATORIES, INCORPORATED, 1050 Endeavor Court, Nokomis, Florida 34275, hereinafter referred to as “SANDERS”, and EUROFINS DRINKING WATER AND WASTEWATER SOUTHEAST, LLC, a Delaware limited liability company , registered to do business in the State of Florida, whose principal address is 481 Newburyport Ave., Altamonte Springs, FL 32701 (FEI No. 39-4185895), hereinafter referred to as the “EUROFINS”, for the purposes of memorializing the consent of COUNTY to the assignment by SANDERS to EUROFINS of all of SANDERS’s right, title and interest in and to, and the assumption by EUROFINS from SANDERS of all obligations of SANDERS 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 Water and Wastewater Quality Sampling & Laboratory Testing Services with SANDERS through a competitive bid process on November 16th, 2023; and

WHEREAS, the COUNTY and SANDERS entered into a First Amendment to the Agreement on November 6, 2025, renewing the Agreement for an additional one-year term, and revising the fee schedule; and

WHEREAS, pursuant to Section 5 of the General Conditions to said Agreement, neither the Agreement nor any interest or claims hereunder may be assigned or transferred by SANDERS to any party or parties, except with the written consent of the COUNTY; and

WHEREAS, SANDERS has been sold, and transferred all of its operations and assets to EUROFINS, and, in connection therewith, has proposed to assign the Agreement to EUROFINS, subject to COUNTY’s consent; and

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

481 Newburyport Ave.
Altamonte Springs, FL 32701

3. **NOTICE**. For purposes of Notices under the Agreement as set forth in Section 21 of the Agreement, notice to the CONTRACTOR shall be as follows:

If to the CONTRACTOR:	115 N Calhoun St., Suite 4, Tallahassee, FL 32301	
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4. **ANTI-HUMAN TRAFFICKING**. The Contractor agree to comply with the Anti-Human Trafficking Affidavit set forth in Attachment “A” which are incorporated herein as part of the Agreement.

5. **SCRUTINIZED COMPANIES**. Any contract entered into or renewed after July 1, 2018 shall be terminated at the County’s option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractor must submit the certification that is attached to this agreement as Attachment “B”. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to Contractor of the County’s determination concerning the false certification. Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If Contractor does not demonstrate that the County’s determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

6. **E-VERIFY**. As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

7. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties dated November 16, 2023, as amended, shall remain in full force and effect.

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

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

[SIGNATURE PAGE TO FOLLOW]

(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:

**SANDERS LABORATORIES,
INCORPORATED**

Signature

BY: _____

Print Name

PRINT NAME:

DATE: _____

WITNESS:

**EUROFINS DRINKING WATER AND
WASTEWATER SOUTHEAST, LLC**

Signature

Print Name

BY: _____

PRINT NAME:

DATE: _____

ATTACHMENT "A"

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by _____ as _____ on behalf of _____

_____, who is personally known to me or who produced
_____ as identification this _____ day of
_____, 202__.

(Notary Seal)

Notary Public

ATTACHMENT "B"

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. I certify that _____ (insert entity name) ("Vendor"):
 - a. Is not owned by the government of a foreign country of concern;
 - b. A government of a foreign country of concern does not have a controlling interest in Vendor; and
 - c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.
3. For purposes of this Affidavit, "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 Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title: _____
Nongovernmental entity: _____
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202__.

Notary Public

(Notary Seal)



Desoto County BOCC

201 East Oak Street

Arcadia Fl 34266

Re: The Contract for Professional and Technical Services for Water and Wastewater Quality Sampling and Laboratory testing Services, made as of November 16, 2023, by and between Board of County Commissioners, Desoto County, Florida (“you”) and Sanders Laboratories, Inc. (“Sanders Laboratories” or “we” or “our”) (such agreement, together with all amendments, supplements, exhibits and attachments thereto and all purchase orders entered into thereunder (the “Agreement”)).

To Whom It May Concern:

We are pleased to inform you that Sanders Laboratories has entered into an Asset Purchase Agreement with Eurofins Drinking Water and Wastewater SouthEast, LLC, a Delaware limited liability company (“Eurofins”), pursuant to which Eurofins intends to acquire certain assets of Sanders Laboratories (the “Transaction”), including the Agreement. Eurofins has extensive experience in the environmental testing business and currently operates over sixty (60) environmental testing laboratories across the United States. Eurofins intends to continue operating the business of Sanders Laboratories while maintaining quality and client service you’ve come to rely on. Eurofins will retain current laboratory management, employees, and equipment while expanding analytical capabilities. Accordingly, we anticipate a seamless transition following the assignment of the Agreement to Eurofins.

In connection with the Transaction and pursuant to Section 16 of the Agreement, we hereby request your (i) consent to the assignment of the Agreement to Eurofins, (ii) agreement that all of the rights and obligations of each party under the Agreement shall remain in full force and effect and continue upon, and subsequent to, the assignment, and (iii) agreement that the assignment will not result in any breach, violation or default under the Agreement, or give rise to any right to terminate, modify, or accelerate any rights or obligations of the parties under the Agreement (collectively, your “Consent”). By providing your Consent, you agree that any relevant procedural requirements arising in connection with the assignment under the Agreement are waived.

Given that the Transaction has not yet been publicly announced (including to certain of our employees), the Transaction and the details herein remain strictly **CONFIDENTIAL**. Accordingly, we request confidential treatment of the details of this letter and the Transaction. If, for some reason, the Transaction is not effectuated, your Consent to the assignment will be of no force or effect.


If you have any concerns or questions regarding the proposed assignment, please contact Jeff Walsh, Operations Manager, via email at jeff@sanderslabs.net or phone at (941) 628-0092. Please evidence

your Consent by executing and returning a copy of this letter as promptly as possible, and, in any event, prior to January 28, 2026, via email PDF to jeff@sanderslabs.net. We anticipate the Transaction will close on or about February 2, 2026.

[signature page follows]

Very truly yours,

SANDERS LABORATORIES, INC.

By: 
Name: Henry L. Mason
Title: President

AGREED TO AND ACCEPTED:

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

By: _____
Name:
Title:



DeSoto County

5/26/2026

Item #: 4.

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

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

TITLE & DESCRIPTION:

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

REQUESTED MOTION:

To approve the First Amendment to the MOA with FDEM for additional Starlink satellite internet kits, and to authorize the County Administrator to execute the Amendment and any future amendments adding additional kits; provided, however, that this authorization does not extend to any separate maintenance or operational support agreements that exceed the County Administrator's spending authority.

SUMMARY:

On March 12, 2026, the County entered into an MOA with the Florida Division of Emergency Management (FDEM) for the transfer of Starlink Satellite Kits. This Amendment No. 1 serves to update Addendum A, providing the specific kit numbers and hardware identities for the equipment assigned to DeSoto County. This formalizes the inventory record for the transfer of ownership, operation, and maintenance responsibilities.

BACKGROUND:

This amendment ensures that the specific hardware provided by FDEM is accurately tracked and documented within the agreement. All other terms of the original MOA, including the 5-year equipment life and county maintenance responsibilities, remain in effect.

The following **Starlink High Performance Kits** are incorporated into the agreement via this amendment:

Equipment Type	Kit Number	Agency
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ITEM #: 4.

Starlink High Performance KITP00034230	DeSoto County
Starlink High Performance KITP00032939	DeSoto County
Starlink High Performance KITP00026845	DeSoto County
Starlink High Performance KITP00010445	DeSoto County
Starlink High Performance KITP00009780	DeSoto County
Starlink High Performance KITP00017892	DeSoto County
Starlink High Performance KITP0032334	DeSoto County
Starlink High Performance KITP00034208	DeSoto County

FUNDS:

Budget Amount: Click or tap here to enter text.

Actual Agenda Item: **Starlink Amendment No. 1 (Equipment Inventory)**

Cost: **Recurring Monthly Service Fees (Variable based on SpaceX/Starlink rates) Only when service is active.**

Account Number: Click or tap here to enter text.

Explanation: **There is no additional acquisition cost associated with this amendment. The hardware is provided at no cost by FDEM. As with the original MOA, the County is responsible for recurring service fees. To maintain the most cost-effective operations, service plans will be managed to allow for "pausing" during non-emergent periods, ensuring the County only incurs costs when the kits are deployed for active operations, training, or disasters.**

AMENDMENT NO. 1 TO MEMORANDUM OF AGREEMENT (MOA)

This Amendment No. 1 (“Amendment”) is made and entered into as of May 12, 2026 by and between:

Florida Division of Emergency Management], with a principal place of business at 2489 Shumard Oak Blvd. Tallahassee, FL 32399 (Party A) and

DeSoto County Emergency Management], with a principal place of business at 2200 NE Roan St., Arcadia, FL 33972 (“Party B”).

Party A and Party B may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into a Memorandum of Agreement dated 03/12/2026 (the “MOA”); and

WHEREAS, the Parties desire to amend certain terms and conditions of the MOA as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

AMENDMENT

Addendum A is hereby amended and restated in its entirety as follows:

ADDENDUM A

Identity of the Starlink Satellite Kit(s), to include a serial number, location address, and other relevant information, is incorporated by reference and shall be attached to this MOA without need for further agreement by the Parties.

Starlink High Performance	KIT Number	Mission #	Agency/Organization
Starlink High Performance	KITP00034230		DeSoto County
Starlink High Performance	KITP00032939		DeSoto County
Starlink High Performance	KITP00026845		DeSoto County
Starlink High Performance	KITP00010445		DeSoto County
Starlink High Performance	KITP00009780		DeSoto County

Starlink High Performance	KITP00017892		DeSoto County
Starlink High Performance	KITP0032334		DeSoto County
Starlink High Performance	KITP00034208		DeSoto County

1. **No Other Changes**

Except as expressly amended by this Amendment, all other terms and conditions of the MOA shall remain in full force and effect.

2. **Conflict**

In the event of any conflict between the terms of this Amendment and the MOA, the terms of this Amendment shall govern.

3. **Effective Date**

This Amendment shall become effective as of the date of the last signature below.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

Florida Division of Emergency Management

By: _____

Name:

Title:

Date:

DeSoto County

By: _____

Name:

Title:

Date:



DeSoto County

5/26/2026

Item #: 5.

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

DEPARTMENT: Public Safety
SUBMITTED BY: Jamie Howell
PRESENTED BY: Chad Jorgensen

TITLE & DESCRIPTION:

Agreement/ DeSoto County Medical Director

REQUESTED MOTION:

Renew the Medical Director's Agreement with DeSoto County Fire Rescue

SUMMARY:

The Medical Director oversees protocols and establishes a quality assurance program. The Medical Director must perform duties including advising, consulting, training, counseling, and overseeing services, including appropriate quality assurance but not including administrative and managerial functions. Dr. O'Leary's current agreement with DeSoto County expires on September 30th, 2027.

BACKGROUND:

According to Florida Chapter 401.265, each basic life support transportation service or advanced life support service must employ or contract with a medical director.

FUNDS:

Budget Amount: \$ 25,000

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.

MEDICAL DIRECTOR SERVICES

THIS AGREEMENT is made and entered into this 13th day of May , 2026, by and between the BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA (the "County") and DANIEL O'LEARY, MD (the "Medical Director" or "Daniel O'Leary, MD") **WITNESSETH**

WHEREAS, the County is responsible for providing fire and emergency medical services ("EMS") within its boundaries; and

WHEREAS, Chapter 401, Florida Statutes provides that Emergency Medical Service Systems that utilize Emergency Medical Technicians and/or Paramedics must either contract or employ a medical director meeting the requirements set forth in Section 401.265, Florida Statutes; and

WHEREAS, the Public Safety Department recommends appointment of Daniel O'Leary, MD, a licensed and qualified physician, as Medical Director to oversee and ensure the quality of emergency medical services in conformance with state statute after determining that he meets the qualifications of the statute; and

WHEREAS, Daniel O'Leary, MD is familiar with the design and operation of emergency medical services systems in the County and is duly licensed in the practice of medicine and qualified as a medical doctor to provide the County with such services.

NOW, THEREFORE, in consideration of the recitals above, the mutual promises hereinafter given, and for other good and valuable consideration, the parties agree as follows:

1. The purpose of this Agreement is to provide for the provision of professional services by the Medical Director to assist the County with implementation of protocols, standards, training, quality improvement, and certification/recertification standards in accordance with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, as they may be amended from time to time.
2. The Medical Director shall maintain throughout the term of this Agreement an (A) unrestricted license to practice medicine in the State of Florida, (B) all certifications and registrations required under Chapter 401, Florida Statutes, and applicable administrative rules; and (C) active registration with the United States Drug Enforcement Administration, as applicable. In the event the Medical Director's Florida medical license, DEA registration, or required certifications are suspended, revoked, restricted, or allowed to lapse, this Agreement may be immediately terminated by the County.
3. The Board agrees to employ Daniel O'Leary, MD, as the designated Medical Director, a part-time employee for an annual salary of \$25,000.00, to be paid weekly. The County will not be responsible for compensating any other physicians who may occasionally perform some of the duties required under this Agreement at the direction of the Medical Director.
4. It is agreed the Medical Director shall receive cost of living adjustment (COLA) to the salary set forth herein in the same manner and amounts that the County provides to non-union

County employees.

5. The Medical Director agrees to devote an adequate number of hours to satisfy the duties and responsibilities of the position. The Medical Director's duties and responsibilities shall include:
 - A. Develop medically correct standing orders or protocols which permit DeSoto County Fire Rescue personnel to complete ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient. The Medical Director shall issue standing orders and protocols to DeSoto County Fire rescue personnel to ensure that the department transports each of its patients to facilities that offer a type and level of care appropriate to the patient's medical condition. The Medical Director or his appointee shall provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include in addition to the development of protocols and standing orders, direction to personnel of the department as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by Section 252.34(3), F.S.
 - B. Develop and implement a patient care quality assurance system to assess the medical performance of paramedics and EMTs. The Medical Director shall audit the performance of department personnel by use of a quality assurance program to include but not be limited to a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures. The Medical Director shall be responsible for participating in quality assurance programs developed by the department.
 - C. The Medical Director shall possess proof of current registration as a Medical Director, with the U.S. Department of Justice, DEA, to provide controlled substances to DeSoto County Fire Rescue. DEA registration shall include each address at which controlled substances are stored. Proof of such registration shall be maintained on file with DeSoto County Fire Rescue Administration and shall be readily available for inspection.
 - D. Ensure and certify that security procedures of the department for medications, fluids and controlled substances are in compliance with Chapters 499 and 893, F.S., and Chapter 64F-12, F.A.C.
 - E. Create, authorize and ensure adherence to, detailed written operating procedures regarding all aspects of the handling of medications, fluids and controlled substances by department personnel.
 - F. Notify the Department of Health in writing of each substitution by the EMS provider of equipment or medication.

- G. Ensure that all EMTs and paramedics are trained in the use of the trauma scorecard methodologies as provided in Rule 64J-2.004, F.A.C., for adult trauma patients and Rule 64J-2.005, F.A.C., for pediatric trauma patients.
 - H. Develop and revise when necessary TTPs for submission to the Department of Health for approval.
 - I. Participate in direct contact time with EMS field level providers for a minimum of 10 hours per year. Notwithstanding the number of EMS providers served by the Medical Director, direct contact time shall be a minimum of 10 hours per year per Medical Director, not per provider.
 - J. Provide/Participate in twelve (12) in-service trainings with a minimum of two (2) hours duration but not more than two and one-half (2 ½) hours.
 - K. Oversee the credentialing, recredentialing, and clinical performance of EMS personnel providing patient care services within DeSoto County Fire Rescue, including making recommendations regarding certification, recertification, remediation, suspension, or decertification consistent with Chapter 401, Florida Statutes, applicable administrative rules, and County policies.
 - L. Establish, review, and revise, as necessary, criteria and protocols governing patient destination decisions, refusal of transport, non-transport determinations, interfacility transfers, concurrent medical direction, and on-scene physician interaction.
 - M. Develop, participate in, and oversee continuing medical education, remediation, quality improvement initiatives, and continuous quality management activities for EMS personnel and the EMS system as a whole.
6. Status. The County and Medical Director expressly agree that, in the performance of all duties and obligations arising under this Agreement, the Medical Director shall be considered a County employee. Medical Director agrees to abide by all County policies in regards to his employment with the County. The Medical Director also agrees to abide by County policies in regards to personnel oversight, as well as Florida Statute Chapter 401 and Chapter 64J-1 FAC. Both parties acknowledge that the employee status conferred by this paragraph shall not entitle the Medical Director to accumulate annual or sick leave or enrollment under the County's health insurance plan.
7. Confidentiality. The Medical Director shall comply with the provisions of Chapter 119, Florida Statutes, the Health Insurance Portability and Accountability Act ("HIPAA"), and any other federal and state applicable laws relating to records or confidentiality of patient records.
8. Indemnity. Medical Director agrees to defend, indemnify and hold harmless the County, its agents, employees and assigns from any and all lawsuits, claims, settlements, and judgments for personal injury, bodily injury, property damage and/or death or any other basis, arising

solely out of the Medical Director's or any of his agents, servants and/or employees' negligent or purposeful acts, and/or failure to act in the performance of this Agreement. The Medical Director shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, directly or indirectly arising from the negligent or wrongful act of the County, its officers, employees, agents and volunteers and/or failure to act in the performance of this Agreement.

9. Expenses. In the performance of services under this Agreement, the Medical Director shall be responsible for and shall pay, without any obligation of the County, for any and all of the following costs and expenses:
 - A. For any personnel employed or contracted for by the Medical Director;
 - B. For food, lodging, travel, living and other expenses for the performance of services rendered under this Agreement, unless otherwise agreed to, in advance, by both the Medical Director and the County;
 - C. Registration fees, taxes or other charges with respect to qualifying as a licensed medical practitioner;
 - D. Equipment, supplies and material goods used by the Medical Director and belonging to the Medical Director;
 - E. Professional or organizational dues, costs or expenses, unless otherwise agreed to by both the Medical Director and the County;
 - F. Office space, furnishings, equipment and related operating costs;
 - G. Workers compensation; and
 - H. Any other cost or expense incurred by the Medical Director and not expressly authorized and approved for payment by the County.
10. Termination. This agreement may be terminated by either party without cause upon sixty (60) days written notice to the other party. Pursuant to the terms and conditions of this Agreement, the Medical Director shall be paid to the date of termination. Notwithstanding the above, the County may terminate this Agreement for cause at any time immediately upon giving written notice to the Medical Director.
11. Notices. Any notices, bills, invoices, reports, payments or correspondence required or permitted by or from one party to the other under this Agreement shall be made in writing, delivered personally, or by United States mail, postage prepaid, return receipt requested, to the following addresses, or other location as either party may from time to time designate:

COUNTY:

County Administrator
DeSoto County
201 East Oak Street, Suite 201
Arcadia, FL

MEDICAL DIRECTOR:

Dr. Daniel O'Leary, MD
2500 Harbor Blvd
Port Charlotte, FL 33952

12. Amendment. Both parties agree that this Agreement may be amended from time to time by mutual consent of both parties. Any such amendment shall be in writing, executed by both parties and attached to this Agreement.
13. Term. The term of this Agreement shall be deemed commenced retroactively to October 1, 2025 and shall continue through September 30, 2027.
14. Governing Law. This Agreement shall be governed by the laws of the State of Florida and venue shall be in DeSoto County, Florida.
15. Waiver. The waiver of any party of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
16. Severability. All Agreements, covenants and clauses contained herein are severable. In the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreement, clause and covenant were not contained herein.
17. Entire Agreement. This Agreement represents the entire agreement between the County and Medical Director with respect to the provision of services required of the Medical Director by the County under this Agreement, and supersedes all prior understandings or promises, whether oral or written, between the parties pertaining to the Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Contract as of the 13TH of MAY, 2026.

ATTEST:

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

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

Valerie Vicente
County Attorney

Date: _____

WITNESSES:

Ofelia B. Esquivel

PATRICIA E O'LEARY

**DANIEL O'LEARY, MD
MEDICAL DIRECTOR**

By: _____ 

Printed Name: D. O'LEARY, MD

Title: MEDICAL DIRECTOR

Date: MAY 13, 2026



DeSoto County

5/26/2026

Item #: 6.

- 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 2026-100, 2026-101 and 2026-102.

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

PASSED AND ADOPTED this 26th day of May 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



DeSoto County

5/26/2026

Item #: 7.

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

DEPARTMENT: Administration
SUBMITTED BY: Mandy Hines, County Administrator
PRESENTED BY: Mandy Hines

TITLE & DESCRIPTION:

Authority to Negotiate / DeSoto County Fair Association

REQUESTED MOTION:

Motion to authorize (or deny) the County Administrator and Commissioner (name) to negotiate with the DeSoto County Fair Association to develop proposed terms to relocate the Fair to the Turner Center and other topics proposed in the process.

SUMMARY:

A request for Board consideration to authorize discussion and negotiation with the Fair Association to host the County Fair at the Turner Center property.

BACKGROUND:

The County Administrator and a Commissioner met with some of the Fair Board members last year at the Turner Center facility to provide an overview of the facility, offerings, space, and layout in order for the Fair Board to evaluate if the facility may work for future consideration. Commissioner Hickox and the County Administrator met with the Fair Board President and several Board members on May 8th. At that meeting the Fair Board offered a general discussion outline. Prior to continuing discussions or delving into details, this item is being presented for Board action and or authorization to move forward with negotiations.

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.

ITEM #: 7.



DeSoto County

5/26/2026

Item #: 7a

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

DEPARTMENT: Turner Center
SUBMITTED BY: Cindy Talamantez
PRESENTED BY: Sondra Guffey

TITLE & DESCRIPTION:

Emergency Purchase of fire alarm system for the Turner Center

REQUESTED MOTION:

Approve an emergency purchase with Piper Fire Protection for the replacement of the fire alarm system at the Turner Center.

SUMMARY:

Emergency Purchase of fire alarm system for the Turner Center

BACKGROUND:

Request for Board approval of an emergency purchase with Piper Fire Protection in the amount of \$73,840.85 for the emergency replacement of the non-operational fire alarm system at the Turner Center. The existing fire alarm panel is currently non-operational, requiring the facility to remain on “fire watch” during occupied hours in order to comply with applicable fire and building code requirements. Fire watch procedures require personnel to conduct routine sweeps of the building and report any potential fire or life safety concerns while the fire alarm system remains disabled.

Pursuant to Section 16 of the County’s Procurement Policy regarding emergency procurements, an emergency purchase is authorized when the immediate purchase or replacement of equipment or services is essential to maintain required services or prevent danger to life, limb, or property. In the instant case, the normal competitive procurement process would adversely hamper County operations and public safety.

The proposed scope of work includes labor and materials necessary to replace the defective fire alarm panel, power supplies, communicator, voice evacuation system, and related initiation devices at the Turner Center. The quoted amount from Piper Fire Protection totals \$73,840.85. All emergency procurements where the cost of the commodities or contractual services exceeds Twenty-Five Thousand Dollars (\$25,000.00) shall be authorized by the County Administrator and reported to the County Commission.

Staff recommends approval of the emergency purchase due to the immediate life safety

ITEM #: 7a

concerns associated with the inoperable fire alarm system and the necessity of restoring the facility to compliance with applicable code requirements.

FUNDS:

Budget Amount: **\$74,149.00**

Actual Agenda Item Cost: **\$73,840.85**

Account Number: **001-70815756200000**

Explanation: **Emergency Procurement**



Piper Fire Protection Sarasota
 1595 Barber Rd
 Sarasota, FL 34240
 (941) 377 2100
<https://www.piperfire.com/>

QUOTE
193442

BILL TO		JOB LOCATION	
Company: Turner Center Arena - Desoto County	Company: Turner Center Arena - Desoto County	Date: 01/19/2026	
Address: 2250 NE Roan St Arcadia, FL 34266	Address: 2250 NE Roan St Arcadia, FL 34266	Sales Rep: John Meissner	
Contact: Eric Hamilton	Contact: Eric Hamilton	Phone: (941) 377 2100	
Phone: (863) 990 3778	Phone:	Email: john.meissner@fortisfire.com	
		Expires: 05/29/2026	
		Billing Method:	
		Payment Terms: PREPAYMENT	

TITLE
 Turner Center Arena - Desoto County

SCOPE OF WORK
 Labor and Materials to replace a defective fire alarm panel, power supplies, communicator, voice evacuation system and initiation devices. Notification devices and existing wiring will be re-used, if found serviceable; should any wiring need to be replaced, additional charges will apply. This quote is for specific parts and labor; **any changes or additions** by the customer or AHJ, or due to additional devices or material that is discovered to be needed, will result in additional charges. Customer will provide blueprints, as-built or CAD drawings of the property for use in system design. This project will require permitting; any permitting fees over \$500.00 will be paid by customer.

Unless specifically listed, this quote does not include conduit and raceways, patching or painting, or any 120v AC power. Any recurring charges for monitoring or inspections are not included on this quote.

Payment Schedule: 30% upon acceptance, 30% upon rough-in, 30% upon trim-out, 10% upon final inspection.

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
200033		Silent Knight 6820EVS 1110-Point Addressable Fire Alarm Control Panel with Emergency Voice System	1.00
AL30111	Silent Knight	SK-6860 remote annunciator for a sk-6808 panel	1.00
SLE-MAX2-CFBPS	Napco	Napco SLE-MAX2-CFBPS	1.00
AL45002		DITEK DTK-120HWLOK 120VAC SURGE PROTECTION WITH BREAKER LOCK AND TAG	3.00
AL26114		HPF-PS6 - HPF-PS6 Fire Alarm Remote Power Supply. SKU: HPF-PS6 (New w/Cab)	2.00
300152		Interstate All Battery SLA1075 12vdc 8ah Battery	6.00
SK-DUCT-W	Silent Knight	Silent Knight SK-DUCT-W Intelligent Duct Detector, Smoke Detector Housing and Smoke Head included.	20.00
AL33017		System Sensor DST3 3' Steel sampling tube	20.00
SK-PHOTO-W	Silent Knight	Silent Knight SK-PHOTO-W Photo Smoke Det	20.00
AL28056		Silent Knight SK-PULL-DA PULL STATION ADDRESSABLE DUAL ACTION	19.00
AL23076	Silent Knight	Silent Knight SK-MINIMON Mini Mondule	14.00
SK-RELAY	Silent Knight	Silent Knight SK-RELAY Intelligent Relay Module	37.00
200046	Silent Knight	Silent Knight SK-HEAT-HT-W Addressable High Heat Detector, White, Base Included	5.00
MISC-EXPENSE		Misc Wire, Connectors, Devices	1.00
PLAN-PERMIT-FEE		Plan & Permit Fee	1.00
DESIGN-ALARM		Design - Alarm	20.00
INSTALL-ALARM		Construction - Alarm	140.00
TRIP CHARGE		Trip Charge	20.00



Piper Fire Protection Sarasota
1595 Barber Rd
Sarasota, FL 34240
(941) 377 2100
<https://www.piperfire.com/>

QUOTE

193442

Subtotal:	\$73,840.85
Tax:	\$0.00
Total:	\$73,840.85

Fortis and any of its subsidiaries shall have no responsibility for cost increases in labor, services, materials, items, inspections, or equipment attributable to changes in shipping costs or tariffs, and Customer hereby agrees to pay for any such increases.



TERMS & CONDITIONS

Fortis (as defined below) and Customer (as defined below), in consideration of the Total Price, mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby agreed to, agree to the following Terms and Conditions and any applicable Geographic Terms and Conditions stated in a separate document and incorporated herein by reference (the "Agreement") as of the Effective Date (defined below). General Terms and Conditions are applicable to all Work. Work Specific Terms and Conditions are only applicable to the specific type of Work indicated. Geographic Terms and Conditions are only applicable to the Work where the Site Address is in the relevant geographical area.

Article I - General Terms and Conditions

Definitions

1. As used herein, "Fortis" means Fortis Fire & Safety, Inc., and any of its affiliates, subsidiaries, successors, and acquired entities, including, but not limited to Piper Fire Protection, Fortis Fire & Safety formerly known as CJ Suppression, VFS Fire & Security Services, MeshWrx, Lifesafety Management, Integrated Fire and Security Solutions, Diversified Systems Inc.
2. As used herein, "Work" means the description of the labor, services, materials, items, inspections, or equipment described in the Scope of Work section above.
3. As used herein, "Customer" means the Company listed above.
4. As used herein, "Site Address" means the job location address listed above and any address where Work is performed.
5. As used herein "Total Price" means the total price for the Work listed above.

Payment

6. Customer agrees to pay the Total Price in accordance with the Payment Terms listed above. Failure to pay amounts when due shall give Fortis, in addition to any other available remedies, the right to stop work pending payment of all outstanding amounts and the right to terminate this Agreement and to charge interest at the highest legal rate allowable on delinquent amounts.
7. Should the Customer cancel a scheduled appointment less than 24 hours in advance, then a \$195 rescheduling fee may be charged by Fortis.
8. In the event a technician is dispatched to the work site, as scheduled, but is unable to perform the Services through no fault of Fortis, then Customer agrees to an increase in the Total Price for the actual time lost, travel time and materials. Additionally, any restocking fees assessed against Fortis will be invoiced to the Customer. If a special order was made, the Customer will be invoiced for, and hereby agrees to pay, that cost.

Scope of Work

9. Customer agrees that nothing is included in the Work except for the labor, services, materials, items, inspections, or equipment described in the Scope of Work section above.
10. In addition to any exclusions expressly stated in the description of the Work, Fortis hereby gives notice that it does not undertake an obligation to inspect for compliance with laws or regulations unless specifically provided for in writing. Customer acknowledges that the authority having jurisdiction ("AHJ") may establish additional requirements for compliance with or above local codes. Customer shall be responsible to pay Fortis for any additional labor, services, materials, items, inspections, or equipment required by an AHJ that are not already included in the Work.
11. Unless otherwise stated in the description of the Work, labor, services, materials, items, inspections, or equipment provided by Fortis shall be limited to the codes and standards as may be required by the National Fire Protection Association ("NFPA") and Life Safety 101 but not inclusive of any and all NFPA and Life Safety 101 requirements that are the responsibility of the Customer, property owner or manager. The Work expressly excludes any NFPA and Life Safety 101 requirements that that NFPA or Life Safety 101 indicate are the responsibility of the Customer, property owner, tenant, or property manager.
12. Fortis is not responsible for existing conditions, including, but not limited to, existing municipally controlled conditions, such as water main sizing or maintenance issues, that do not support any planned Work or for verifying that existing conditions will support the planned Work.
13. If conditions are encountered at the Site Address that are (a) concealed physical conditions which differ materially from those indicated in any applicable construction drawings; (b) not readily observable to Fortis; (c) unknown or unforeseeable physical conditions that differ from those ordinarily found to exist and generally be recognized as inherent in construction activities of the character provided for in this Agreement; or (d) hazardous, unsafe, unworkable, or code violations (collectively "Differing Conditions"); and affect or may affect any aspect of the Work of the performance of this Agreement, in the sole judgment of Fortis, Fortis shall notify Customer and subsequent to such notification may (a) if practicable, in the sole judgment of Fortis, complete the original scope of Work; (b) enter into a change order with Customer to address the Differing Conditions; (c) terminate the Work and refund any portion of the Total Price paid, less any costs incurred; or (d) suspend the Work until Customer employs others to remedy the Differing Conditions. If Fortis elects option (b) above, Fortis shall be entitled to stop performance of the Work until Customer executes the change order and pays Fortis for the Change Order. The costs for any or all of the foregoing shall be borne by Customer. Fortis has no duty to inspect the Site Address in advance of signing this Agreement or beginning the Work. Visual or virtual inspections for the purposes of providing an estimate or taking measurements shall not constitute an inspection for these conditions or be a waiver of this provision. Differing Conditions include, but are not limited to: rotten, damaged, or unusable wood, facia, or structural components; pre-existing building code violations; zoning violations; discovery of asbestos-containing products; mold; or termites.

Delays and Force Majeure

14. Fortis shall not have any liability for damages or cost increases as a result of inclement weather; natural disasters; disease; pandemic; epidemic; microbursts, hurricanes and their attendant watches and warnings; tropical storms and their attendant watches and warnings; tornadoes and their attendant watches and warnings; floods and their attendant watches and warnings; blizzards and their attendant watches and warnings; strikes; civil unrest; war; terrorism; blackouts; fire; delays in common carriers; government or municipal actions or omissions, including, but not limited to, the passage, amendment, or repeal of statutes, codes, ordinances, or regulations; changes to the National Electrical Code or any fire or life safety related code; Customer acts, omissions, or negligence; acts or omissions of subcontractors/contractors/material suppliers; incorrect material deliveries or installations; missing or damaged parts, pieces, or elements of materials; acts or omissions of design professionals; unavoidable casualties beyond Contractor's control; events or occurrences beyond Contractor's control; building department delays, actions, or omissions; material shortages; and/or labor/subcontractor shortages. Fortis shall have no responsibility for cost increases in labor, services, materials, items, inspections, or equipment attributable to any of the foregoing, and/or attributable to changes in shipping costs or tariffs, and Customer hereby agrees to pay for any such increases.



Customer Representations, Warranties, Acknowledgments, and Responsibilities

15. Customer hereby represents that it is authorized to enter into this Agreement and has the funds necessary to pay the Total Price. Customer also hereby represents that it is the fee simple owner of the Site Address, or that if it is not, it is acting as an agent for the fee simple owner of the Site Address such that Fortis is in contractual privity with the fee simple owner of the Site Address. Customer warrants and covenants that the execution of this Agreement and the terms contained herein do not violate the provisions of any other agreement which Customer may have made.
16. Customer agrees that he/she has a duty to cooperate with Fortis with regard to executing documents as needed for the purpose of completing the Work, including executing notices of commencement or building permit documents. Customer also agrees to be available at the Site Address as needed to provide access for the performance of the Work and inspections of the Work. Customer also agrees not to remove or hide any posted permit placard.
17. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT FORTIS IS NOT AN INSURER. THE AMOUNTS FORTIS CHARGES CUSTOMER ARE NOT INSURANCE PREMIUMS. SUCH CHARGES ARE BASED UPON THE VALUE OF THE SERVICES, SYSTEM AND EQUIPMENT FORTIS PROVIDES AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES.
18. FORTIS' WORK DOES NOT CAUSE AND CANNOT ELIMINATE OCCURENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. FORTIS MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE WORK SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, FORTIS DOES NOT UNDERTAKE ANY RISK THAT CUSTOMER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH CUSTOMER, NOT FORTIS. INSURANCE, IF ANY, CONVERTING SUCH RISK SHALL BE OBTAINED BY CUSTOMER. FORTIS SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICES ARE INTENDED TO DETECT OR AVERT. CUSTOMER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO FORTIS TO PAY CUSTOMER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. CUSTOMER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM FORTIS ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF CUSTOMER OR ANOTHER PERSON.
19. IF NOTWITHSTANDING THE PROVISIONS OF THESE SECTIONS PROVIDED, FORTIS IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY DUE TO A FAILURE OF SOME OR ALL OF THE WORK IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE TOTAL PRICE OR \$1,000, WHICHEVER IS GREATER, AS AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE REMEDY. THIS WILL BE THE SOLE REMEDY BECAUSE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM FORTIS'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. IF CUSTOMER REQUESTS, FORTIS MAY ASSUME GREATER LIABILITY BY ATTACHING A RIDER TO THIS AGREEMENT STATING THE EXTENT OF FORTIS'S ADDITIONAL LIABILITY AND THE ADDITIONAL CHARGES CUSTOMER WILL PAY FOR FORTIS'S ASSUMPTION OF SUCH GREATER LIABILITY. HOWEVER, SUCH ADDITIONAL CHARGES ARE NOT INSURANCE PREMIUMS AND FORTIS IS NOT AN INSURER EVEN IF IT ENTERS INTO SUCH A RIDER.
20. THE PROVISIONS OF THESE SECTIONS SHALL APPLY NO MATTER HOW THE LOSS, DAMAGE OR INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO FORTIS'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULT ON THE PART OF FORTIS, ITS AGENTS OR EMPLOYEES. IF ANY OTHER PERSON, INCLUDING CUSTOMER'S SUBROGATION INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST FORTIS IN ANY WAY RELATING TO THE SERVICES, SYSTEM OR EQUIPMENT THAT ARE THE SUBJECTS OF THIS AGREEMENT, THEN CUSTOMER SHALL INDEMNIFY AND HOLD FORTIS HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.
21. THE PROVISIONS OF THESE SECTIONS SHALL APPLY TO AND BENEFIT FORTIS AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT). IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A FIRE DEPARTMENT OR OTHER ORGANIZATION, THEN THAT DEPARTMENT OR OTHER ORGANIZATION MAY ALSO INVOKE THE PROVISIONS OF THESE SECTIONS AGAINST ANY CLAIMS DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.

Default & Dispute Resolution

22. Customer and Fortis agree that any default by Customer under any Agreement between it and Fortis maybe treated by Fortis as a default under any or all other outstanding Agreements.
23. Any dispute arising out of or relating to this Agreement or the Work, whether arising in contract, statute, or tort, shall be subject to binding arbitration by a single arbitrator in accordance with the Construction Industry Rules of the American Arbitration Association.
24. Customer hereby expressly waives the right to trial by jury in any dispute arising from or relating to this Agreement or the Work, whether arising in contract, statute, or tort.
25. Customer is responsible for all costs of collection for any amounts due under this Agreement, including attorneys' fees, costs, and expenses, whether incurred pre-litigation or arbitration, in litigation or arbitration, or any post-litigation or arbitration actions.

Additional Terms

26. Communication – Customer is responsible for maintaining communication with Fortis.
27. Confidentiality – Customer shall keep the pricing information provided by Fortis confidential.
28. Customer hereby agrees that he or she has had an opportunity to review the terms of this Agreement in advance of signing and has had sufficient opportunity to review, understand, and negotiate its terms.
29. Access to the Premises – Customer must provide access to all areas of the Site Address and related security personnel, when necessary. Fortis shall not be responsible for areas not accessed or deemed unsafe to inspect, observe, pass through, or work in, in Fortis's sole discretion.
30. Equipment Disconnections – Customer acknowledges that they are on notice that the system(s)/device(s) listed on the Supplemental Work Order may be temporarily or permanently disconnected and out of service; thus, cannot detect, perform and/or report occurrences or transmit signals. Customer is responsible for fulfilling all impairment protocols and requirements while the systems are impaired.
31. Maintaining Existing System(s) – Customer is responsible for maintaining all fire protection equipment and any systems in good working order as outlined in the applicable NFPA Standards, Life Safety 101 and any and all local rules, codes or standard applicable to the jurisdiction where the system(s) or equipment is/are located.
32. Customer is responsible for the existing system and its pre-existing condition. Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of Customer and are not covered by any warranties that may be applicable to the Services. Customer releases Fortis from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.



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33. Temperature – Customer shall ensure that all areas of the building containing water-filled sprinkler pipe or components shall be maintained at appropriate temperatures, as Fortis is not responsible for assessing or maintaining building conditions including, but not limited to, the heating, cooling, insulation and conditioning of spaces in which water-filled piping is located.
34. Hazardous Materials – In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Fortis will not be required to install or service the at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Fortis, its officers, directors and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of Fortis's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Fortis.
35. Assignment; Enforceability – This Agreement is not assignable by the Customer except upon written consent of Fortis first being obtained. Fortis shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.
36. Severability - If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
37. Electronic Media – Fortis may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Fortis may rely upon Customer's assent to the terms and conditions of this Agreement if Customer has signed this Agreement or demonstrated its intent to be bound electronically or otherwise.
38. Waiver of Jury Trial – Each party hereby waives any right it otherwise would have to a jury trial to resolve any dispute it has with the other party under this Agreement
39. Headings – Paragraph headings are for convenience only and shall not be used to interpret this Agreement.
40. No Waiver – No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach, whether of a similar or dissimilar nature.
41. Opportunity to Cure - Customer hereby agrees to give Fortis at least seven days written notice and an opportunity to cure any alleged breach of this Agreement or claimed deficiency in the Work. Customer and Fortis agree that the notice and opportunity to cure the alleged breach or claimed deficiency are express conditions precedent to Customer bringing any claims or asserting any defenses against Fortis. Customer also hereby agrees that the notice contemplated by this paragraph must be given within 10 days of when Customer discovers or should have discovered with reasonable diligence the alleged breach or claimed deficiency. Failure of the customer to timely give this notice within 10 days shall result in Customer waiving any and all claims or defenses arising out of or relating to the alleged breach or claimed deficiency.
42. Notice – Any notices or other communication permitted or required by this Agreement shall be in writing and shall be effective by personal delivery, certified mail or commercial courier to the other party at the addresses listed on page 1, or via email with confirmation of receipt to the Site Contact Email address provided for on page 1. Any change in Customer's contact information must be communicated within 30 days of change.
43. Effective Date. The Effective Date of this Agreement shall be the date it is last signed by one of the Parties hereto.
44. Limitation of Liability - FORTIS SPECIFICALLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE PERFORMANCE OF THE WORK, THIS AGREEMENT, OR THE DESIGN OR MANUFACTURE OF ANY MATERIALS FURNISHED UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF PROPERTY, LOSS OF RENTAL INCOME, BUSINESS INTERRUPTION, LOST PROFITS, PERSONAL INJURY, PROPERTY DAMAGE, WATER DAMAGE, MOLD, MILDEW, DRYWALL DAMAGE, AND OTHER INCIDENTAL AND CONSEQUENTIAL DAMAGES. FORTIS SHALL NOT BE LIABLE FOR DAMAGES TO THE SITE ADDRESS, PERSONAL PROPERTY, OR PHYSICAL INJURY AS A RESULT OF THE PERFORMANCE OF THE WORK.
45. Warranty Disclaimer - EXCEPT AS OTHERWISE PROVIDED HEREIN, FORTIS HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY SUCH WARRANTIES IN CONNECTION WITH THE WORK OF THIS CONTRACT.
46. Integration - THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND FORTIS. IN EXECUTING THIS AGREEMENT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF FORTIS. CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OR ANY SUPPLEMENTAL ORDER OR OTHER DOCUMENT SUBMITTED BY THE CUSTOMER.
47. Venue and Choice of Laws – The exclusive venue for any litigation or arbitration shall be the county where the Site Address is located.
48. Indemnification – In the event any indemnification language or provision contained in this Agreement conflicts with any statute or law in the State where the Site Address is located, the Parties hereby agree that a court may modify any such indemnification language or provision to the extent necessary to bring the language or provision into compliance with the applicable statute or law.
49. Incorporation of Geographic Terms and Conditions – Fortis and Customer agree that the Master Geographic Terms and Conditions are hereby incorporated into this Agreement by reference and that the Parties hereby agree to be bound by those terms and conditions. Customer hereby acknowledges the receipt of the Master Geographic Terms and Conditions and agrees that those terms and conditions apply to the extent that the Site Address is located in a state listed in the Master Geographic Terms and Conditions.
50. Termination - Fortis may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Fortis's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

Article II - Inspection Terms and Conditions

51. The terms and conditions contained in this Article only apply to Work, or a portion thereof, that consists of providing inspection services at the Site Address.
52. In addition to any exclusions expressly states in the description of the Work, Fortis hereby gives notice that it does not undertake an obligation to inspect for compliance with laws or regulations unless specifically provided for in writing.
53. Unless otherwise stated in the description of the Work, inspections provided by Fortis shall be limited to the codes and standards as may be required by the National Fire Protection Association ("NFPA") and Life Safety 101 and expressly exclude any and all NFPA or Life Safety 101 requirements that are the responsibility of the Customer, property owner or manager under the NFPA or Life Safety 101.
54. Fortis reserves the right to increase inspection services annually for total inspection costs.
55. Term – The "Initial Term" of this Agreement is for 3 years, beginning on the Effective Date.



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56. Renewal – At the conclusion of the Initial Term, the Agreement will automatically renew on an annual basis unless terminated by either party upon written notice at least 30 days prior to the anniversary date.

57. Termination – In addition to any other remedies available to Fortis, Fortis may terminate this Agreement and discontinue any Work if i) Customer fails to follow Fortis's recommendations for the repair or replacement of defective parts of the system not covered under the Warranty; ii) in Fortis's sole discretion, the Site Address is or becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Work thereafter impractical or impossible; or iii) for breach, including Customer's failure to make payments when due; and Fortis will not be liable for any damages or subject to any penalty as a result of any such termination.

Article III - Service/Monitoring Terms and Conditions

58. The terms and conditions contained in this Article only apply to Work, or a portion thereof, that consists of providing regular maintenance service or monitoring services at the Site Address

59. Conditions for Monitoring: If Customer has selected monitoring services, the following apply to such services - In the event the Fortis receives a supervisory signal or trouble signal, Fortis shall endeavor to contact one of the Contacts or responding authority. Fortis shall not be responsible for a Contact or responding authority's refusal to acknowledge/respond to Fortis's notifications of receipt of an alarm signal, nor shall Fortis be required to make additional notifications because of such refusal. Cellular radio unit test supervision, if provide under this agreement, provides only the status of the radio unit's current signaling ability at the time of test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Customer understands that Fortis will not receive alarm signals when the telephone line or other transmission has been cut, interfered with or is otherwise damaged or if the alarm system is unable to acquire, transmit or maintain an alarm signal over a customer's telephone service for any reason including network outage or other network problem such as congestion or downtime, routing problems, or instability of signal quality. Customer also understands that other potential causes of such failure over certain telephone services including but not limited to some types of DSL, ADSL, VOIP, Digital Phone, internet protocol based phone or other internet interface type of service or radio service, including cellular or private radio etc. ("non-traditional telephone service") include but are not limited to (1) loss of normal electric power to customer premise and (2) electronics failure such as modem malfunctions.) Monitoring services may be cancelled with a 30 day written notice. Your alarm panel may be required to connect to two phone lines. One line is required to be dedicated provided by your phone provider.

60. Excessive signals: - If the alarm has a "runaway" system or is excessively communicating with the monitoring station without apparent reason, subscriber authorizes Fortis to, without limitation, do any one or more of the following, ignore all communications received from the alarm, disconnect the alarm, or render the alarm incapable of communicating locally or with the monitoring station until the runaway condition is corrected. If subscriber fails or refuses to cooperate or correct the excessive communication problem within 24 hours of written or verbal communication from Fortis or the monitoring station subscriber will be billed and shall pay the sum of one dollar (\$1.00) for each individual communication received by the monitoring station which is in excess of normal system testing.

61. Fortis warrants that its Work shall be free from defects for a period of 30 days after completion of the Work, and that it will at its expense, repair or replace any defective Work supplied or performed by Fortis during the 30 day warranty period (the "Warranty"). This Warranty does not apply to i) materials, as such are warranted by the manufacturer and ii) the "Conditions Not Covered by Warranty" listed below (the "Conditions"), and if Customer contacts Fortis for service under the Warranty and upon inspection by Fortis it is found that one of these Conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of Fortis's representative whether or not any Services are actually completed on the system. Should it actually be necessary to make repairs to the system due to one of the Conditions, a charge will be made for such work at Fortis's then applicable rates for labor and material. Services will be furnished by Fortis during Fortis's normal working hours Monday through Friday, excluding holidays.

62. Conditions Not Covered by Warranty. The following are expressly excluded from any warranty provided by Fortis: 1) Damage or extra service time resulting from accidents, acts of God, lightning strikes, riots, floods, terrorism, acts of war, presence of corrosion inducing matter in the water supply at any time, presence of corrosion inducing matter in the air at any time, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Fortis, or from parts, accessories, attachments or other devices not furnished by Fortis; 2) Customer's improper operation per instructions; 3) Trouble due to interruption of commercial power to any type of phone service; 4) battery failure; 5) Devices designed to fail in protecting the System such as, but not limited to, fuse and circuit breakers; 6) System changes requested by Customer.

63. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING FORTIS'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. FORTIS SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY FORTIS OR NEGLIGENCE OF FORTIS OR OTHERWISE.

Article IV - Repair/Construction Terms and Conditions

64. The terms and conditions contained in this Article only apply to Work, or a portion thereof, that consists of repairs to existing items at the Site Address or the installation of new items at the Site Address

65. Fortis warrants that its Work shall be free from defects for a period of one year after completion of the Work, and that it will at its expense, repair or replace any defective Work supplied or performed by Fortis during the one year warranty period (the "Warranty"). This Warranty does not apply to i) materials as such are warranted by the manufacture and ii) the "Conditions Not Covered by Warranty" listed below (the "Conditions"), and if Customer contacts Fortis for service under the Warranty and upon inspection by Fortis it is found that one of these Conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of Fortis's representative whether or not any Services are actually completed on the system. Should it actually be necessary to make repairs to the system due to one of the Conditions, a charge will be made for such work at Fortis's then applicable rates for labor and material. Services will be furnished by Fortis during Fortis's normal working hours Monday through Friday, excluding holidays.

66. Conditions Not Covered by Warranty. The following are expressly excluded from any warranty provided by Fortis: 1) Damage or extra service time resulting from accidents, acts of God, lightning strikes, riots, floods, terrorism, acts of war, presence of corrosion inducing matter in the water supply at any time, presence of corrosion inducing matter in the air at any time, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Fortis, or from parts, accessories, attachments or other devices not furnished by Fortis; 2) Customer's improper operation per instructions; 3) Trouble due to interruption of commercial power to any type of phone service; 4) battery failure; 5) Devices designed to fail in protecting the System such as, but not limited to, fuse and circuit breakers; 6) System changes requested by Customer.

67. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING FORTIS'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. FORTIS SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED,



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68. WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY FORTIS OR NEGLIGENCE OF FORTIS OR OTHERWISE. Unless otherwise set forth in this Agreement, final payment, plus payment of any and all sums remaining due under this Agreement, shall be paid by Customer upon Substantial Completion. For Work not requiring a permit, Substantial Completion shall mean the date the Work is sufficiently complete to serve its functional purpose. For Work requiring a permit, Substantial Completion shall mean the date the Work passes its final permit inspection. Customer agrees (1) not to interfere with the passage of any permit inspection, (2) to allow access for all such inspections, and (3) not to request any passed inspection be reopened or failed. The existence of punch list items to be completed shall not be grounds to dispute or withhold any amounts due as a result of achieving Substantial Completion.

69. Fortis shall be not required to perform any work outside the Work absent a written and signed change order. Change orders are to be paid in full in advance of the completion of the change order, absent a contrary agreement between the Parties. In the event Fortis performs extra work without a written change order Fortis shall still be entitled to recover the value of the extra work, as determined by Fortis, or at the rates stated in this Agreement, from the Customer. Customer is responsible for the cost of additional work required by any municipality as a condition precedent to passing an inspection.

Article V – PFAS Warning & Rider

70. The terms and conditions contained in this Article only apply to Work, or a portion thereof, where PFAS exists or will exist at the Site Address.

71. The fire-fighting foam type specified for use or already in use at the Site Address contains compounds that utilize chemicals belonging to the per- and polyfluoroalkyl substances (PFAS) family. The U.S. Environmental Protection Agency has recently designated certain PFAS chemicals as hazardous, which includes those found in certain fluorinated foam concentrates. These chemicals are considered persistent, both in the environment and within the human body, and exposures to certain PEAS may lead to adverse human health conditions.

72. Operation of the foam system without proper controls may result in the release of a hazardous substance under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), hazardous waste under the Resource Conservation and Recovery Act (RCRA), or similar designation under federal, or state environmental laws. These regulations may require strict and onerous compliance for containing spills, runoff, and disposal of any effluent or contaminated system component.

73. Fortis, as a required component of a new foam system installation, must perform acceptance tests to prove correct functionality of the foam proportioning system. Absent specific system types which allow for operational testing without creating foam discharge that are above and beyond project specifications or currently installed components, Fortis will employ the use of a surrogate "foam replacement" test liquid to prove the proportioning system prior to introduction of PFAS-containing foam concentrate into the system components for new installations. Existing installations or future service and testing of foam systems with PFAS will require considerations for PFAS contamination regardless of test method utilized. It is a condition of this Agreement that Customer acknowledges and agrees to this PFAS warning and associated hazards and that this Agreement limits Fortis indemnification requirements solely to its own negligent acts or omissions.

74. Fortis will provide foam system testing activities as stewards of the environment and to maintain compliance with EPA state and local regulations as appropriate. This compliance requires Fortis to capture and contain an effluent discharge from a foam system and affected system components containing PFAS, and to allow for compliant hazardous waste disposal as the responsibility of the Customer as the waste generator. Fortis does not include third-party disposal services as part of its scope of work.

75. Fortis, aside from specific circumstances that necessitate the use of fluorinated foam agents, strongly recommends consideration of alternative foam concentrates that do not contain hazardous PFAS chemicals. In circumstances that necessitate the use of fluorinated agents, Fortis strongly recommends the use of advanced system technologies that mitigate the release of contaminated effluent during services and testing activities, Fortis is willing to help address any questions or comments regarding this warning and alternative solutions.

Article VI - Rider for the Inspection and/or Service of Fluorinated Foam Systems

76. The terms and conditions contained in this Article only apply to Work, or a portion thereof, that consists of providing inspection or service of fluorinated foam systems at the Site Address.

77. This Rider modifies the Agreement with respect to the installation, testing, inspection, service and/or repair of aqueous film forming foam ("AFFF") suppression systems, and/or removal of AFFF and associated hardware and piping associated with converting an AFFF suppression system to non-fluorinated foam system (collectively, the "Services") If any inconsistency exists between this Rider and the Agreement, this Rider will supersede and control. All other terms of the Agreement remain the same.

78. Customer understands and acknowledges that Fortis does not provide and shall not be responsible for the discharge, release, capture, containment, removal, transport or disposal of any AFFF (collectively, "AFFF Disposal") encountered in and/or discharged from Customer's systems relating to the testing of AFFF suppression systems, the performance of the Services, flushing of the system to remove any AFFF and/or removal of hardware and when converting an AFFF suppression system to a non-fluorinated system.

79. Further, Fortis will not perform training or testing activities involving the use, discharge and/or release of AFFF at the Customer's premises. Fortis will only perform testing activities on AFFF systems using alternative methods or techniques that do not require AFFF consumption. Customer remains solely responsible for any residual AFFF remaining in the system.

80. Customer shall be responsible for and shall engage a third-party on its behalf to perform any AFFF Disposal in accordance with the applicable law. AFFF related materials shall, at all times, remain the responsibility and property of Customer. Customer shall select a disposal site, as necessary, and conduct due diligence on any such disposal facilities. Customer will sign any necessary waste disposal manifest related to the Services. Referrals of waste disposal sites as a courtesy is not intended to or shall be construed as making Company a "generator" of the waste for purposes RCRA or an entity that "arranged for the disposal" of the substances or waste under CERCLA.

81. Customer shall Indemnify and hold Fortis harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use, release, discharge, capture, containment, testing that involves the discharge or release, removal, transport, and/or disposal of any AFFF encountered or discharged from any of the systems and/or during performance of the Services. This indemnification includes any claims under environmental regulations or laws, including but not to CERCLA and RCRA.

82. IN NO EVENT, REGARDLESS OF THE CAUSE OR FAULT AND OR CAUSE OF ACTION WILL FORTIS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE FOR: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES; (C) BUSINESS INTERRUPTIONS; (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUS, RANSOMWARE, CYBERATTACKS OR FAILURES; OR (E) ANY DAMAGES, CLAIMS, DEMANDS, COSTS, OR LOSS RELATED TO THIS AGREEMENT AND THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THE TOTAL AMOUNT PAID TO THE COMPANY UNDER THIS AGREEMENT.

83. If Fortis's performance of its obligations becomes impracticable due to obsolescence or unavailability of AFFF systems, equipment, or (including component parts and/or materials) or because Fortis or its supplier(s) has discontinued the manufacture or the sale of the equipment (and/or products or are no



longer is in the business of providing the Services, Fortis may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.

These Master Geographic Terms, Conditions, and Disclosures are hereby incorporated by reference into the Master Terms and Conditions between Fortis and Customer. All capitalized terms herein, unless otherwise defined herein, shall have the same definitions as set forth in the Master Terms and Conditions.

I. Alabama Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Alabama.
2. In Alabama, Fortis operates using license number(s):

II. Alaska Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Alaska.
2. In Alaska, Fortis operates using license number(s):

III. Arizona Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Arizona.
2. In Arizona, Fortis operates using license number(s):
3. Under § 32-1158, Arizona Statutes, the property owner has a right to file a written complaint with the registrar for an alleged violation of §32-1154(A),

Arizona Statutes with the Arizona Registrar of Contractors. Complaints can be made by visiting <https://roc.az.gov/> or by calling the Registrar at 602-542-1525.

IV. California Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in California.
2. In California, Fortis operates using license number(s):
3. Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints

against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826."

V. Colorado Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Colorado.
2. In Colorado, Fortis operates using license number(s):

VI. Florida Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Florida.
2. In Florida, Fortis operates using license number(s):
3. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR

PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

4. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
5. Customer hereby waives any requirement that Fortis comply with the time requirements imposed by § 489.126, Florida Statutes.
6. Public Records – To the extent that Fortis meets the definition of "contractor" under Section 119.0701 Florida Statutes, Fortis must comply with public records laws to:
 - a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

VII. Georgia Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Georgia.
2. In Georgia, Fortis operates using license number(s):

VIII. Idaho Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Idaho.
2. In Idaho, Fortis operates using license number(s):

IX. Illinois Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Illinois.
2. In Illinois, Fortis operates using license number(s):

X. Indiana Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Indiana.
2. In Indiana, Fortis operates using license number(s):

XI. Iowa Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Iowa.
2. In Iowa, Fortis operates using license number(s):



3. Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The mechanics' notice and lien registry provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property. For more information, visit <https://sos.iowa.gov/mnlr/index.aspx> or call 1-888-767-8683.

XII. Kansas Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Kansas.
2. In Kansas, Fortis operates using license number(s):

XIII. Louisiana Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Louisiana.
2. In Louisiana, Fortis operates using license number(s):

XIV. Massachusetts Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Massachusetts.
2. In Massachusetts, Fortis operates using license number(s):

XV. Michigan Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Michigan.
2. In Michigan, Fortis operates using license number(s):

XVI. Minnesota Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Minnesota.
2. In Minnesota, Fortis operates using license number(s):

XVII. Missouri Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Missouri.
2. In Missouri, Fortis operates using license number(s):

3. NOTICE TO OWNER. FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

XVIII. Montana Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Montana.
2. In Montana, Fortis operates using license number(s):

XIX. Nebraska Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Nebraska.
2. In Nebraska, Fortis operates using license number(s):

XX. Nevada Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Nevada.
2. In Nevada, Fortis operates using license number(s):

XXI. New Jersey Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in New Jersey.
2. In New Jersey, Fortis operates using license number(s):

XXII. New Mexico Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in New Mexico.
2. In New Mexico, Fortis operates using license number(s):

XXIII. New York Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in New York.
2. In New York, Fortis operates using license number(s):

XXIV. North Carolina Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in North Carolina.
2. In North Carolina, Fortis operates using license number(s):

XXV. Ohio Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Ohio.
2. In Ohio, Fortis operates using license number(s):

XXVI. Oklahoma Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Oklahoma.
2. In Oklahoma, Fortis operates using license number(s):

XXVII. Oregon Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Oregon.
2. In Oregon, Fortis operates using license number(s):

XXVIII. Pennsylvania Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Pennsylvania.
2. In Pennsylvania, Fortis operates using license number(s):

XXIX. Rhode Island Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Rhode Island.
2. In Rhode Island, Fortis operates using license number(s):

3. NOTICE OF POSSIBLE MECHANIC'S LIEN: Fortis is about to perform work and/or furnish materials for the construction, erection, alterations, or repair upon the land at the Property under contract with you. This is a notice that the undersigned and any other persons who provide labor and materials for the improvement under contract with the undersigned may file a mechanic's lien upon the land in the event of nonpayment to them. It is your responsibility to assure yourself that those other persons under contract with the undersigned receive payment for their work performed and materials furnished for the construction, erection, alteration, or repair upon the land.

XXX. South Carolina Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in South Carolina.
2. In South Carolina, Fortis operates using license number(s):

XXXI. South Dakota Specific Terms and Conditions



Piper Fire Protection Sarasota
 1595 Barber Rd
 Sarasota, FL 34240
 (941) 377 2100
<https://www.piperfire.com/>

QUOTE
193442

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in South Dakota.
2. In South Dakota, Fortis operates using license number(s):

XXXII. Tennessee Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Tennessee.
2. In Tennessee Fortis operates using license number(s):

XXXIII. Texas Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Texas.
2. In Texas, Fortis operates using license number(s):

XXXIV. Utah Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Utah.
2. In Utah Fortis operates using license number(s):

XXXV. Virginia Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Virginia.
2. In Virginia Fortis operates using license number(s):

XXXVI. Washington Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Washington.
2. In Washington, Fortis operates using license number(s):

3. **NOTICE TO CUSTOMER:** Fortis is registered with the state of Washington using the above referenced license number(s) and has posted with the state a bond or deposit of \$ _____ for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is _____.

4. **THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.** This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to the amount of the bond that you and other customers, suppliers, subcontractors, or taxing authorities may have.

5. **FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.** You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

6. **YOUR PROPERTY MAY BE LIENED.** If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

7. **FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.** The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

XXXVII. Wisconsin Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Wisconsin.
2. In Wisconsin, Fortis operates using license number(s):

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ SIGNATURE: _____ DATE: _____
 (Print Name)



**DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT**

EMERGENCY PURCHASE ORDER

DEFINITION:

“Emergency Purchase” means an emergency situation that occurs where the immediate purchase of goods or services or repair or replacement of equipment, services, or facilities is essential in order to maintain a required service or to prevent danger to life, limb or property within DeSoto County.

“Emergency Process” means a procurement process where the usual competitive bid process is suspended due to the prevailing emergency circumstances.

PRINCIPLE:

The emergency purchase order process is to be used in an emergency situation when the normal functions and operations of the user department could be adversely hampered by processing the purchase requisition through the normal purchasing process. This process is not intended for use when lack of planning occurs on the part of the user department.

PROCEDURE:

Emergencies during working hours, call Purchasing. We will verify the situation and provide an immediate solution. After the problem is resolved, we will ask you to provide written justification describing the emergency.

Emergencies after working hours, under policy, you have the authority to take all reasonable measure to resolve the emergency situation. The next working day, contact Purchasing and advise us of the problem and your action. We will arrange for applicable payments and ask you to provide a written justification describing the emergency.

**DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT**

EMERGENCY PURCHASE ORDER CHECKLIST

	YES	NO	NOT APPLICABLE
• Does the estimated cost exceed \$2,500.00?	X	_____	_____
• Given the Situation, can the competitive purchasing Process meet your requirements?	_____	X_____	_____
• Has a blanket purchase order been issued for The goods and/or services required?	_____	X	_____
• Has written approval justifying the acquisition been Obtained from the appropriate authority level?	X_____	_____	_____
• Is the following information available to provide To the Purchasing Department to obtain an Emergency Purchase Order number?			
- Estimated dollar value of the goods and/or services	X_____	_____	_____
- The requestor's name	X_____	_____	_____
- Description of the goods and/or services required	X_____	_____	_____
- Vendor name and contact information	X_____	_____	_____
- G/L account number	X_____	_____	_____
• Is there sufficient budget funding to cover the purchase?	X_____	_____	_____
• Has the Purchase Order number been Provided to the vendor?	_____	X_____	_____
• Have the goods and/or services received Been verified with what was ordered on the Purchase Order?	_____	X_____	_____

REPORT OF EMERGENCY ACTION:

QTY:	DESCRIPTION: Fire Panel	COST: \$73,840.85	VENDOR: Piper Fire Protection	PHONE: (941) 377-2100
-------------	--------------------------------	--------------------------	--------------------------------------	------------------------------

REASON FOR EMERGENCY: _____ Fire Panel is nonoperational and a Fire Watch has to be maintained during occupied hours _____

APPROVED BY		
_____ Department Director	_____ Purchasing Director	_____ County Administrator
_____ Date	_____ Date	_____ Date



DeSoto County

5/26/2026

Item #: 8.

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

DEPARTMENT: Planning & Zoning
SUBMITTED BY: Laura McClelland
PRESENTED BY: John Osborne

TITLE & DESCRIPTION:

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

REQUESTED MOTION:

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

SUMMARY:

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

BACKGROUND:

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

Most larger scale single-family residential tract home builders prefer major subdivisions of 200 + units with 1.5 to 2 dwelling units per gross acre in private, gated communities

ITEM #: 8.

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

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

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

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



DESOTO COUNTY DEVELOPMENT DEPARTMENT

CASE#: COMP-0015-2025

REQUEST: County-Initiated Text Amendment to the Comprehensive Plan Future Land Use Element

APPLICANT: DeSoto County Government

PROPERTY ID: NA

PROPERTY ADDRESS: NA

DEVELOPMENT REVIEW REPORT

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

I. BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Methodology of Proposed Changes

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

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

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

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

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

III. PROPOSED CHANGES TO ELEMENT

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

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

Land Use	Base Density/Intensity	Bonus Density/Intensity² (Policy 1.1.3)
<i>Rural/Agriculture</i>	<i>Residential – Up to 1 du/10 acres Non-residential – Up to 0.4 FAR maximum</i>	No bonus
<i>Low-Density Residential</i>	<i>Residential – Up to 2 du/acre Non-residential – Up to 0.4 FAR</i>	<i>3.5 du/ac maximum* 1.0 FAR maximum</i>

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

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

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

***Subject to Policy 1.1.4.**

The following policies summarize the criteria for awarding density bonuses.

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

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

- (1) Low-Density Residential Use - Up to 3.5 dwelling units per acre and up to a 1.0 FAR.
- (2) Medium-Density Residential Use - Up to 5 dwelling units per acre
- (3) Neighborhood Mixed Use – Up to 5 dwelling units per acre for market rate residential units and up to 8 du/ac for Workforce Housing and up to 12 du/ac for Affordable Housing (per Policy 1.1.4) and up to 0.6 FAR
- (4) Employment Center- up to 1.2 FAR
- (5) Urban Center Mixed Use – Up to 8 dwelling units per acre for market rate residential units and up to 10 du/ac for Workforce Housing and up to 12 du/ac for Affordable Housing (per Policy 1.1.4); up to 1.6 FAR

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

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

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

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

~~(3) Proximity to schools~~

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

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

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

~~(7) Affordable Housing~~

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

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

~~(10) Connectivity between developments~~

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

~~(12) Use of multiple performance criteria to achieve higher densities~~

~~Transfer of Development Rights (TDR's)~~

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

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

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

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

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

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

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

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

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

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

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

Arcadia Urban Expansion Area:

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

IV. DATA & ANALYSIS

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

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

Consistency with the Comprehensive Plan

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

Future Land Use Element (FLUE) Provisions

GOAL 1: FUTURE GROWTH. Through 2040, future growth in DeSoto County will be managed using sustainability and smart growth principles to accommodate new growth without compromising the ability of future generations to meet their needs. The Future Land Use Element shall be used as a tool to direct the most intensive

growth into the urban center and surrounding areas, optimizing services and infrastructure, protecting the rural character of the County, and protecting the environment.

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

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

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

Objective 1.16: Sprawl and Redevelopment. The County shall maintain regulations and procedures to limit the proliferation of urban sprawl and encourage redevelopment and revitalization of blighted areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Supportive Data and Analysis Report

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

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

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

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

IV. PUBLIC NOTICE

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

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

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

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

Required Notifications

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

V. ATTACHMENTS

- Exhibit A: Expedited State Review Flow Chart
- Exhibit B: Map FLUEMS-7, Existing Community Overlay Map
- Exhibit C: Proposed Ordinance
- Exhibit D: Supportive Data and Analysis Report

VI. FINDINGS AND CONCLUSIONS

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

1. An application to amend the Comprehensive Plan's Interim 2040 Future Land Use Element by changing the base and bonus residential density maximums in the Neighborhood Mixed Use and Urban Center Mixed Use designation was filed with the Development Department. The Development Department has reviewed the application and determined the application is complete.
2. The Planning Director has reviewed the text amendment application for consistency with Section 163.3184(3), Florida Statutes, and concludes the application can be found to be **consistent** with those requirements.
3. The Planning Director has reviewed the proposed amendment against the Comprehensive Plan's goals, objectives and policies and concludes it can be found to be **consistent**.
4. The due public notice requirements have been satisfied.

VII. ALTERNATIVE ACTIONS

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

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

VIII. PUBLIC HEARINGS

- A. Planning Commission recommendation. Heard at the October 7, 2025 and March 3, 2026. Planning Commission had many comments and suggestions at the October 7, 2025 meeting, therefore staff revised proposal.
Planning Commission recommended approval at the March 3, 2026, 5-0
- B. Board of County Commission action. Transmittal hearing March 10, 2026.
- C. Board of County Commission action. Adoption hearing April 28, 2026. Tabled
- D. Board of County Commission action. Adoption hearing May 26, 2026.

Exhibit A – Expedited State Review Flow Chart

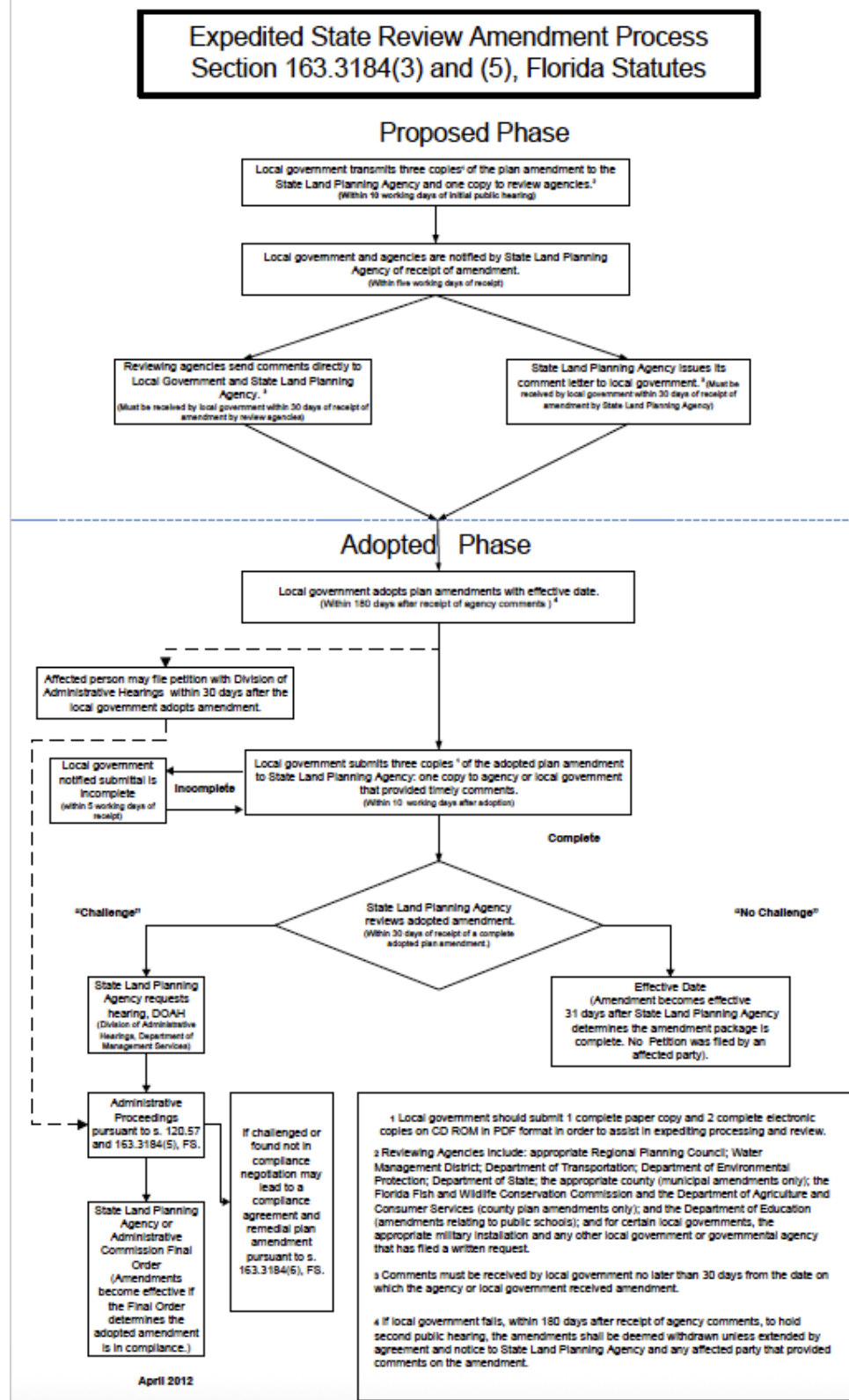


Exhibit B: Proposed Ordinance

Exhibit C: Map FLUEMS-7

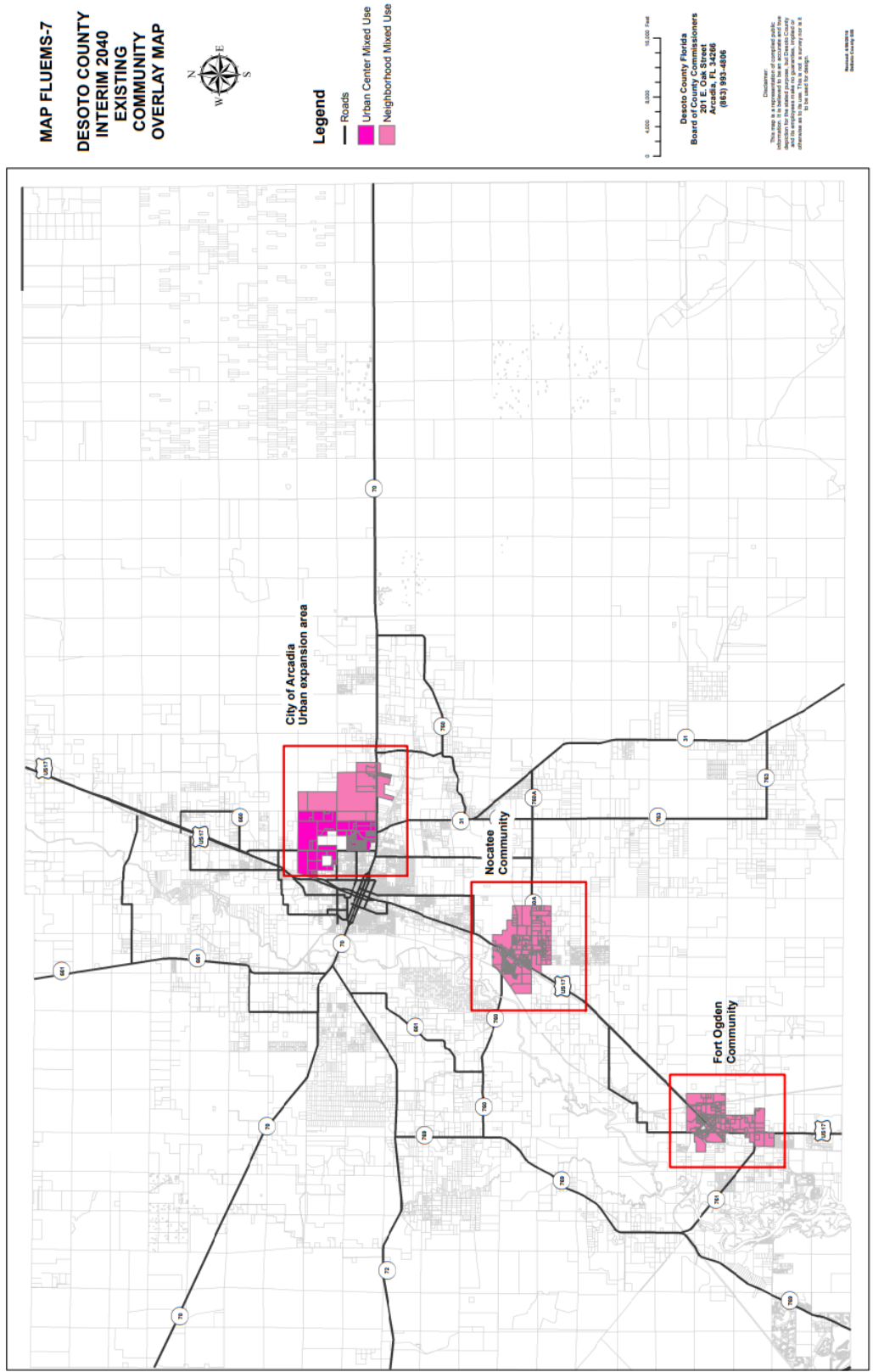


Exhibit D: Supportive Data and Analysis Report

Comprehensive Plan Goals, Objectives, and Policies

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

Land Use Categories	Base Density/Intensity
Rural/Agricultural	Non-residential – up to 0.4 FAR maximum
Employment Center	Non-residential – up to 0.5 FAR maximum

FLUE Policy 1.1.11: Rezoning. The zoning amendment criteria in the LDR shall be used to determine if a rezoning request to a new district is appropriate for a given property, in accordance with the Comprehensive Plan. The following general criteria, at a minimum, will be considered as part of the rezoning review process:

- (1) Location, availability and capacity of public services and facilities.
- (2) Proximity to similar densities/intensities.
- (3) Location within transportation network.
- (4) Environmental protection

FLUE Objective 1.3: Rural/Agricultural Use Category Defined.

The intent of the Rural Land Use Category is primarily agricultural, pastoral, and rural residential development. This district is designed to accommodate traditional agricultural uses and conservatory measures, where appropriate, while protecting the rural areas of the County. The intent of this category is to permit a reasonable use of the property, at a gross density of no more than one dwelling per ten (10) acres. At the same time, the intent is to prevent the creation of conditions, which would endanger, damage, or destroy the agricultural base of the County, the environmental resources of the County, the potable water supply and the wildlife resources. The first priority of this category is agricultural use.

MEASURABLE TARGET: Total acres taken out of Rural/Agricultural Land Use category.

FLUE Policy 1.3.1: The primary use and function of the Rural/Agricultural areas, as designate on the Future Land Use Map, shall be to protect and encourage agricultural activities and to protect unique native habitats and maintain open

space, while providing for rural residential uses.

FLUE Policy 1.3.2: Agricultural uses, as defined by F.S. 193.461, are permitted within the Rural/Agricultural category. Additional setbacks are required for intense uses when adjacent to non-agricultural future land use categories and zoning districts.

FLUE Policy 1.3.4: The rezoning of lands to industrial may be allowed within the Rural/Agricultural category, only when permitted by the Board of County Commissioners in conjunction with approval for a Special Exception or Planned Unit Development. Any Industrial use shall be buffered and spaced appropriately to minimize potential impacts on adjacent agricultural and residential uses. The following minimum standards shall apply:

- (1) A minimum of 10 acres;
- (2) Shall be appropriately buffered from agricultural and residential uses and zoning districts;
- (3) Maximum Floor Area Ratio of 0.7;
- (4) Shall submit and receive site plan or preliminary plat (PUD) approval in conjunction with such zoning request;
- (5) Exclude electrical generating facilities (power plants)

FLUE Policy 1.3.5: Property rezoned to Industrial is intended for uses of a nature not permitted within an urban center, new community, or other non-industrial area. Those uses include:

- (1) Sales and service of trucks and heavy equipment;
- (2) Wholesale establishments, warehousing, bulk storage;
- (3) Asphalt and cement plants, saw mills;
- (4) Railroad siding;
- (5) Manufacturing, warehousing, storing, processing, canning, packing, slaughter houses, marinas, commercial boat houses, commercial boat storage, boat building, boat yards;
- (6) Storage of agricultural vehicles not used on subject property for agricultural purposes;
- (7) In and outdoor firing range
- (8) Sale and repair of new & used automobiles, motorcycles, trucks & tractors, mobile homes, boats, automotive vehicle parts & accessories, heavy machinery & equipment, farm equipment, retail establishments for sale of farm supplies;
- (9) Bulk storage yards, not including bulk storage of flammable liquids, subject to

the provisions of the County or State Fire Codes;
(10) And other similar uses

FLUE Objective 1.8: Employment Center Land Use Category Defined. The Employment Center Land Use category promotes multiple types of non-residential, employment generating land uses.

FLUE Policy 1.8.2: Employment Center Land Use Category Uses. Non-residential land uses, such as, industrial, office, and institutional. Support uses to serve the employment center are also permitted.

FLUE Policy 1.8.4: A mixture of uses shall be provided within the Employment Center category:

- (1) A minimum of 50 percent of the area shall be utilized for Industrial and non-service based employment uses.
- (2) No greater than 10 percent of the area shall be utilized for commercial/retail uses.
- (3) Ancillary commercial uses in support of manufacturing or assembly of on-site products (display/sales) are permitted and will not be measured against the commercial mixture of the category.

FLUE Policy 1.8.5: All development within an Employment Center Land Use category shall connect to DeSoto County public water and wastewater facilities.

FLUE Objective 1.12: Conservation Overlay Designation (COD). The Interim 2040 Conservation Overlay Map (FLUEMS 4) identifies public and private lands that may possess environmental limitations, such as floodplain, wetland, and other environmentally sensitive areas, including but not limited to, sloping topography subject to soil erosion, wildlife habitat areas, hydric soils, and special vegetative communities, but have not been confirmed as such and shall be protected to the greatest extent possible. Modifications of the boundaries are permitted upon submittal of data and analysis, or field inspection by qualified personnel which support the establishment of a more appropriate boundary.

MEASURABLE TARGET: Acres of habitat and wetlands or species to be impacted or preserved as identified through environmental surveys, Environmental Resource Permits, and other actions in response to development in environmentally sensitive

environments.

FLUE Policy 1.12.3: *Conservation Overlay Designation Development Standards.*

- (1) A final determination of the suitability for development of any individual parcel, as it relates to a Conservation Overlay area on the Future Land Use Map, shall be determined prior to issuance of any development approval.
- (2) The Conservation Overlay Designation area on the Future Land Use Map is not to be considered the exact boundary of the conservation area, but to act as an indicator of a potential conservation area. The exact boundary shall be determined by an environmental site study by a qualified professional at the expense of the Developer and submitted for a determination to the Southwest Florida Water Management District or other agency with jurisdiction.
- (3) The Conservation Overlay Designation area is not all inclusive and other areas that do not fall within the COD boundaries that meet the definition of being environmentally sensitive areas are also subject to the regulations affecting them. These areas include protected plant and animal habitat.
- (4) Development proposals shall require the submittal of an Environmental Site Study indicating as to the extent of the impact of development or redevelopment for any lands within Conservation Overlay Designation areas and other environmental concerns.
- (5) Environmental Site Studies shall provide evidence and an inventory of wetlands; soils posing severe limitations to construction; unique habitat; endangered species of wildlife and plants; significant historic structures and/or sites; and areas prone to periodic flooding (areas within the 100-year floodplain).
- (6) DeSoto County shall require identification of proposed impacts to the natural functions of any resources by any development or redevelopment that proposes to be placed in/on, to disturb, or to alter identified areas. Compensation and Mitigation plans shall also be provided.
- (7) Such identification shall occur during the development review process and provide the opportunity for DeSoto County to review the proposed project so that direct and irreversible impacts on the identified resources are avoided, minimized, or in the extreme, mitigated.
- (8) Natural resources discovered as a result of the required Environmental Site Study will be protected in accordance with state and federal law. The Environmental Site Study will require that a qualified professional analyze the natural functions of eco-systems and connectivity of resource corridors. A conservation easement, or other protective measure, may be required to protect the functions of natural resources. Mitigation may be allowed on a case-by-case

basis through the appropriate reviewing agencies.

(9) If an area is determined to be developable and not within the Conservation Overlay Designation, then the underlying future land use category shall apply.

FLUE Policy 1.12.4: Any development of a site which includes property determined to be in a Conservation Overlay Designation area, is required to submit a site-specific plan for approval. The plan shall include the clustering of density away from the protected areas and resources. Developments that include Conservation Overlay Designations, but cluster all development activities outside of the Overlay, may be reviewed via a Site Plan Approval process. The following restrictions shall apply to areas determined to be in the COD:

(1) Density transfers out of areas determined to be within the Conservation Area may occur on-site with the following density transfer allowed:

(a) Rural/Agricultural Land Uses shall be consistent with the underlying zoning

(b) Low Density Residential Land Uses shall be 1 unit per 4 acres.

(c) Medium Density Residential, Neighborhood Mixed Use, and General Mixed Use Districts shall be 1 unit per 2 acres.

(2) Development within the Conservation Overlay area shall be restricted to 1 unit per 10 acres and a FAR of 0.1, unless otherwise provided for herein. All development shall be directed away from wetlands.

FLUE Policy 1.12.6: The County shall prohibit all development within, and direct development away from, wetlands, unless otherwise approved by the appropriate reviewing agency. Site enhancement for conservation purposes and Best Management Practices including, without limitation, the use of isolation berms to protect water quality and prevent wildlife from migrating into developed areas shall not be deemed “development” for the purposes of this policy, when used pursuant to phosphate mining.

(1) When wetland impacts cannot be avoided, DeSoto County shall require a specific management plan to be prepared by the developer, which results in no net loss of wetlands or wetland functions and which includes necessary modifications to the proposed development, specific setback and buffers, and the location of development away from site resources, to protect and preserve the natural functions of the resource.

(2) The minimum setback shall be 15 feet and the average of all setbacks from the wetland resource shall be 25 feet, unless otherwise permitted by the appropriate reviewing agency. Best Management Practices, including, without limitation, the use of isolation berms to protect water quality and prevent wildlife from migrating

into developed areas shall be permitted within the setback areas, when used pursuant to phosphate mining.

(3) Areas designated as natural buffers shall preserve all natural vegetative cover, except where drainage ways, access ways or phosphate mining corridors are approved to cross the buffer, or when contrary to Best Management Practices. Buffers may be supplemented only with native trees, shrubs and ground covers.

FLUE Policy 1.12.8: On all existing parcels of land, development shall be located away from wetlands and floodplains on the upland portion of the site, unless otherwise permitted by an authorized agency and permissible within this Plan. Where no upland exists, development may occur so long as all applicable environmental permitting requirements can be satisfied. All future subdivision of land shall contain adequate uplands for the permitted use.

FLUE Policy 1.14.2: Use compatibility. Compatibility between uses will be defined by level of density and intensity rather than by use, with the exception of large-scale public uses such as airports, regional hospitals, refineries and correctional institutions.

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

FLUE Policy 1.17.2: Land uses that generate high traffic counts shall be encouraged to locate adjacent to arterial and collector roads.

FLUE Policy 1.17.3: The County shall require an adequate quantity of on-site parking to accommodate land uses, and encourage shared parking facilities for multiple uses.

FLUE Policy 1.17.4: The County shall require new developments to provide safe and convenient on-site pedestrian and vehicular traffic flow.

Conservation Element

Groundwater Resources:

Policy 1.2.10: All requests for development shall be reviewed to ensure that potential impacts of the proposed development do not degrade the water quality

and quantity of groundwater resources.

Policy 1.2.15: DeSoto County shall protect groundwater recharge areas throughout the County by requiring properly functioning stormwater management systems meeting drainage LOS standards and a minimum percentage of 15% pervious open space for all non-residential development projects and a minimum of 25% pervious open space for residential development projects. This may be further restricted in the LDRs through individual zoning districts and other development performance standards.

Surface Water Resources:

Policy 1.4.3: The County shall identify and require the creation of upland buffer zones, in accordance with the regulations of the water management districts, between development and surface water, environmentally sensitive areas, and wetlands in order to protect these natural resources from the activities and impacts of development.

Wetland Protection:

Objective 1.5: Wetland Protection. Wetlands and the natural functions of wetlands shall be conserved, protected, and restored from activities which alter their physical and hydrological nature to ensure the filtration of water to enhance water quality, provide flood control, maintain wildlife habitat, and offer recreational opportunities, which enhance the quality of life in DeSoto County.

Policy 1.5.1: The County, as part of its development review process, shall require the coordination of development plans with the Florida Department of Environmental Protection, the Southwest Florida Water Management District or other appropriate regulatory agency, to assist in monitoring land uses which may impact potential wetlands as shown on the National Wetlands Inventory (shown as part of the Conservation Overlay Area on the FLUM).

Policy 1.5.2: The County shall require that all development proposals be accompanied by evidence that an inventory of wetlands; soils posing severe limitations construction; unique habitat; endangered species of wildlife and plants; significant historic structures and/or sites; has been conducted.

Policy 1.9.16: Developers shall be required to identify wildlife habitat, and endangered and threatened species as part of the development review process and shall be required to submit mitigation measures for review as part of the County's development review process.

April 13, 2026

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

Dear Chairman Deriso,

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

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

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the local government. **If the local government receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- The local government shall hold a second public hearing, which shall be a hearing on whether to adopt the comprehensive plan amendment. **If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendment is deemed withdrawn** unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment pursuant to section 163.3184(3)(c)1., F.S. **If the amendment is not adopted at the second public hearing, the amendment shall be formally adopted by the local government within 180 days after the second public hearing is held or the amendment is deemed withdrawn.**
- **The adopted amendment must be transmitted to FloridaCommerce within 30 working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under section 163.3184(3)(c)2. and 4., F.S., **the amendment effective date is 31 days after FloridaCommerce notifies the local government that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.**

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

Sincerely,



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

JDS /sr

Enclosure(s): Procedures for Adoption

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

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

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

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

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

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

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

_____ Ordinance number and adoption date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DESOTO COUNTY, FLORIDA
ORDINANCE 2026- ____**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on May 26, 2026, the Board held an adoption hearing to consider the adoption of the proposed amendment to its comprehensive plan, with due public notice having been provided, and having considering all comments received during such public hearing, including the data and analyses provided for in the County staff report, finds it is necessary and desirable to adopt, and does hereby adopt, the comprehensive plan amendment.

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

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

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

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

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

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

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

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 26th day of May 2026.

ATTEST:

**DESOTO COUNTY BOARD OF
COUNTY COMMISSIONERS**

BY: _____
Mandy Hines
County Administrator

By: _____
Steven Hickox
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente
County Attorney

EXHIBIT A

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

Excerpt

Objective 1.1: Land Use Categories Established

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

Land Use Categories	Base Density/Intensity	Bonus <u>Density/Intensity</u> * (Policy 1.1.3)
Rural/Agriculture	Residential – Up to 1 du/10 acres Non-residential – Up to 0.4 FAR maximum	No bonus
Low-Density Residential	Residential – Up to 2 du/acre Non-residential – Up to 0.4 FAR	3.5 du/ac maximum* 1.0 FAR maximum
Medium-Density Residential	Residential – Up to 3.5 du/acre	5 du/ac maximum *

Neighborhood (Live/Work) Mixed Use	Residential – Up to 3.5 du/acre Non-residential – Up to 0.4 FAR	5 du/ac maximum* <u>8 du/ac maximum for workforce housing*</u> <u>12 du/ac maximum for affordable</u> 0.6 FAR maximums
Employment Center	Non-residential – Up to 0.5 FAR	Non-residential – Up to 0.7 FAR 0.7 FAR maximum*
Urban Central Mixed Use	Residential – Up to 5 du/acre Non-residential – Up to 0.6 FAR	8 du/acre maximum 10 du/acre maximum for workforce

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

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

*Subject to Policy 1.1.4.

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

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

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

- (4) Employment Center- up to 1.2 FAR
- (5) Urban Center Mixed Use – Up to 8 dwelling units per acre for market rate residential units and up to 10 du/ac for Workforce Housing and up to 12 du/ac for Affordable Housing (per Policy 1.1.4); up to 1.6 FAR

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

- ~~(1) Provisions and overall design of the project, proximity to public infrastructure (water, sewer, urban roads), employment, affordable housing, and services.~~
- ~~(2) Proximity to public safety (Fire/EMS)~~
- ~~(3) Proximity to schools~~
- ~~(4) Use of clustering and protection of environmentally sensitive areas~~
- ~~(5) Increased urban design and landscaping~~
- ~~(6) Increased public recreation and open space~~
- ~~(7) Affordable Housing~~
- ~~(8) Mixed use developments and mixed use buildings~~
- ~~(9) Adjacent to lands developed with similar densities~~
- ~~(10) Connectivity between developments~~
- ~~(11) Donation of usable public land~~
- ~~(12) Use of multiple performance criteria to achieve higher densities Transfer of Development Rights (TDR's)~~

Objective 1.6: Neighborhood Mixed Use Category Defined.

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

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

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

Objective 1.9: Urban Center Land Use Category Defined.

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

Arcadia Urban Expansion Area:

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

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

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

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

DEFINITIONS

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

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



DeSoto County

5/26/2026

Item #: 9.

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

DEPARTMENT: Planning & Zoning
SUBMITTED BY: Laura McClelland
PRESENTED BY: John Osborne

TITLE & DESCRIPTION:

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

REQUESTED MOTION:

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

SUMMARY:

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

BACKGROUND:

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

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

ITEM #: 9.

category; and

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



DESOTO COUNTY DEVELOPMENT DEPARTMENT STAFF REPORT

CASE NO.: LDR-0013-2026

REQUEST: County-Initiated Amendment to the Land Development Regulations (LDR) to implement a bonus density for Affordable and Workforce housing projects.

PROPERTY OWNER: DeSoto County Government

PROPERTY ID: NA

PROPERTY ADDRESS: NA

DEVELOPMENT REVIEW REPORT

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

OVERVIEW

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

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

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

I. DATA AND ANALYSIS

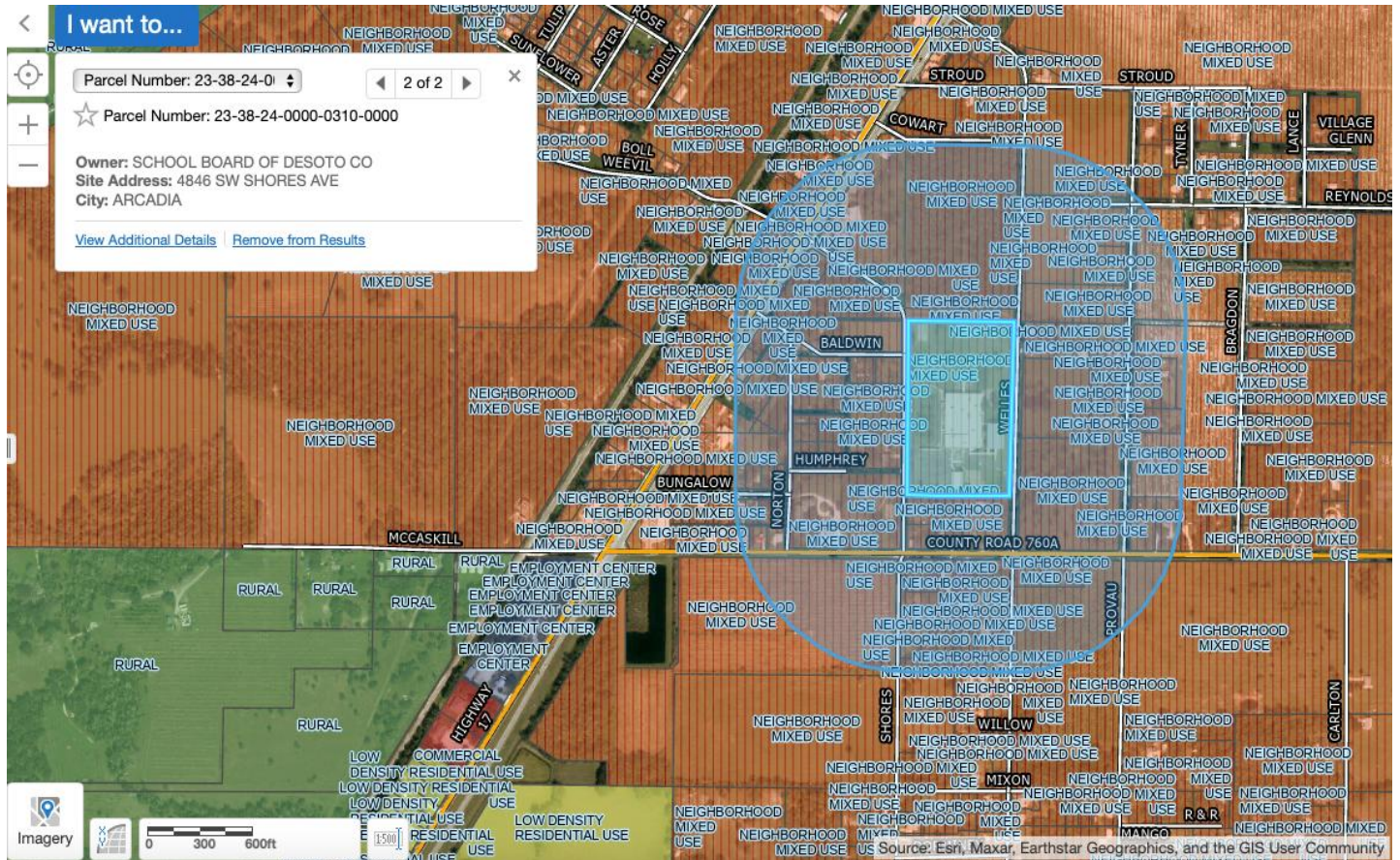
To further refine the areas where it may be appropriate for higher densities for affordable housing, it is critical future affordable development is within proximity to major employers and public schools. The following provides some guidance on incorporating this incentive.

Areas in Proximity of Public Schools

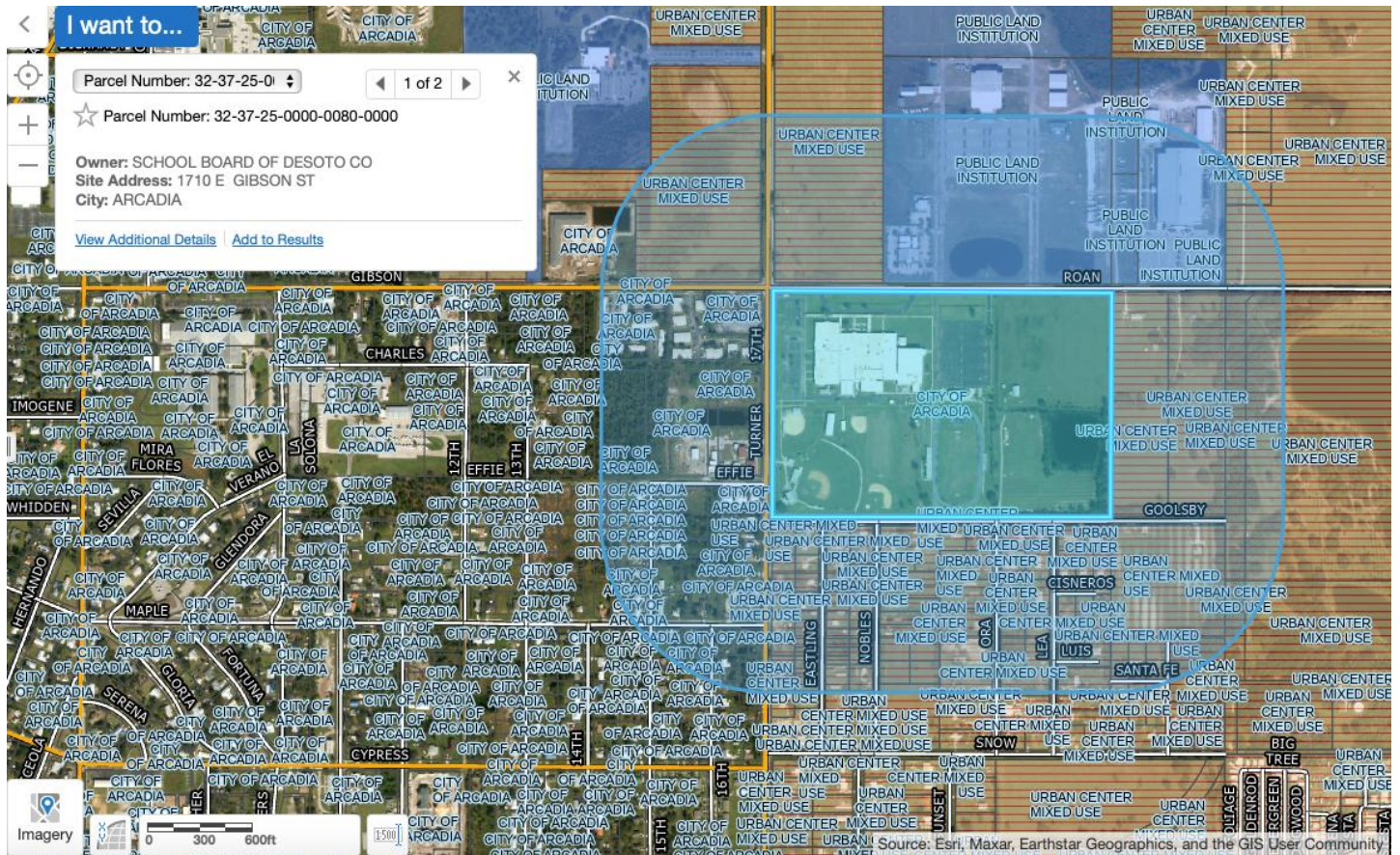
DeSoto County public schools are located mostly in the City of Arcadia. However, Nocatee Elementary is in unincorporated county. The existing DeSoto High School is within the city but is surrounded by unincorporated areas. Please see the following table listing the public schools, location, jurisdiction,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

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

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



The following graphic illustrates 1,000 feet from DeSoto High School, all properties within the Urban Center Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.



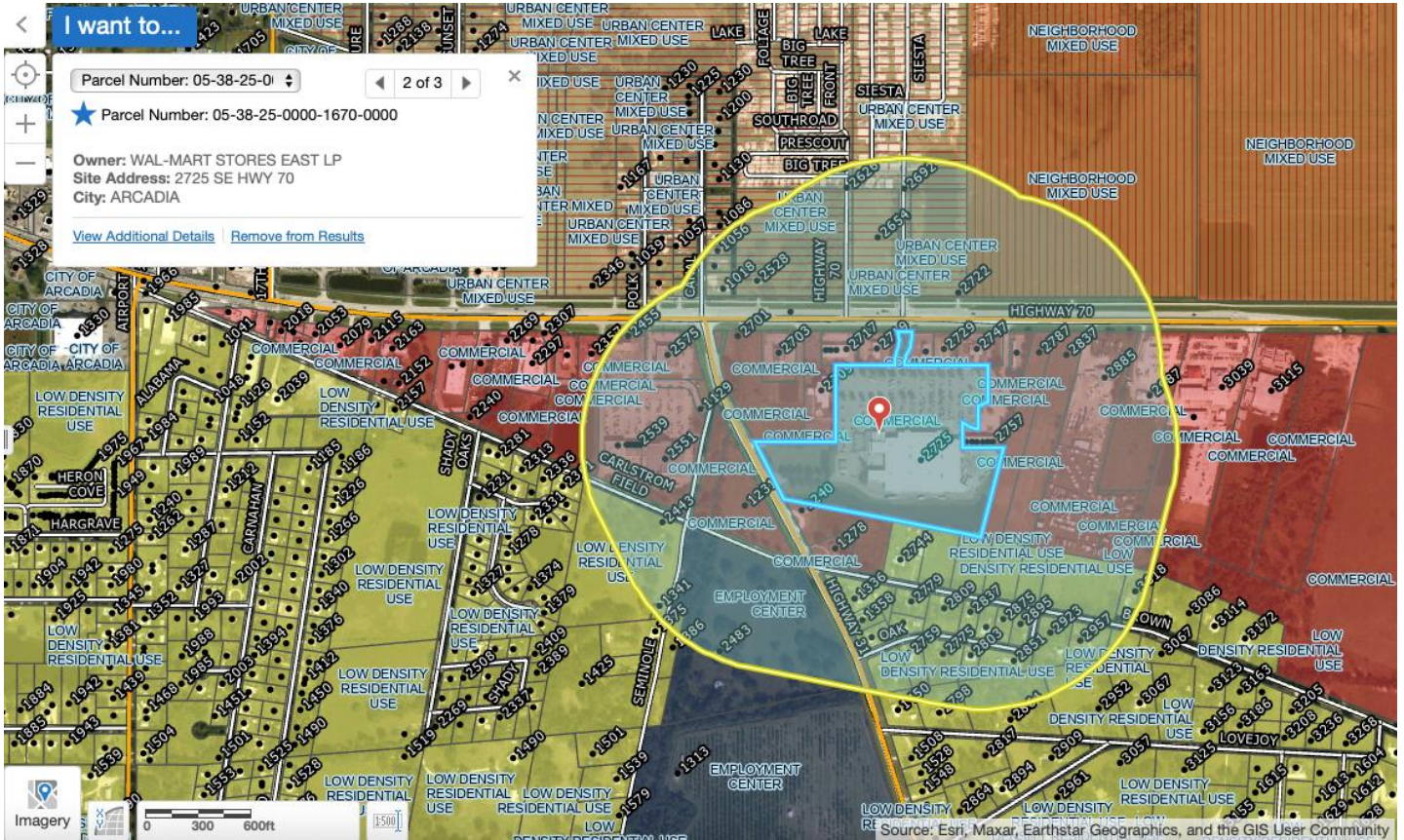
Areas in Proximity of Major Employers

Major employers (with 50 or more employees) are located throughout the County. Please see the following table listing the major employers, location, number of persons employed, jurisdiction, proximity to DART transit, and whether if the adjacent property is in unincorporated county with Urban Center Mixed Use or Neighborhood Mixed Use Future Land Use designations, which would allow an opportunity for density bonus if affordable housing was developed adjacent/within 1,000 feet of their site. The table identifies those eligible properties, the acres of eligible area, and the maximum number of affordable or workforce dwelling units up to the 12 du/ac maximum that could be constructed:

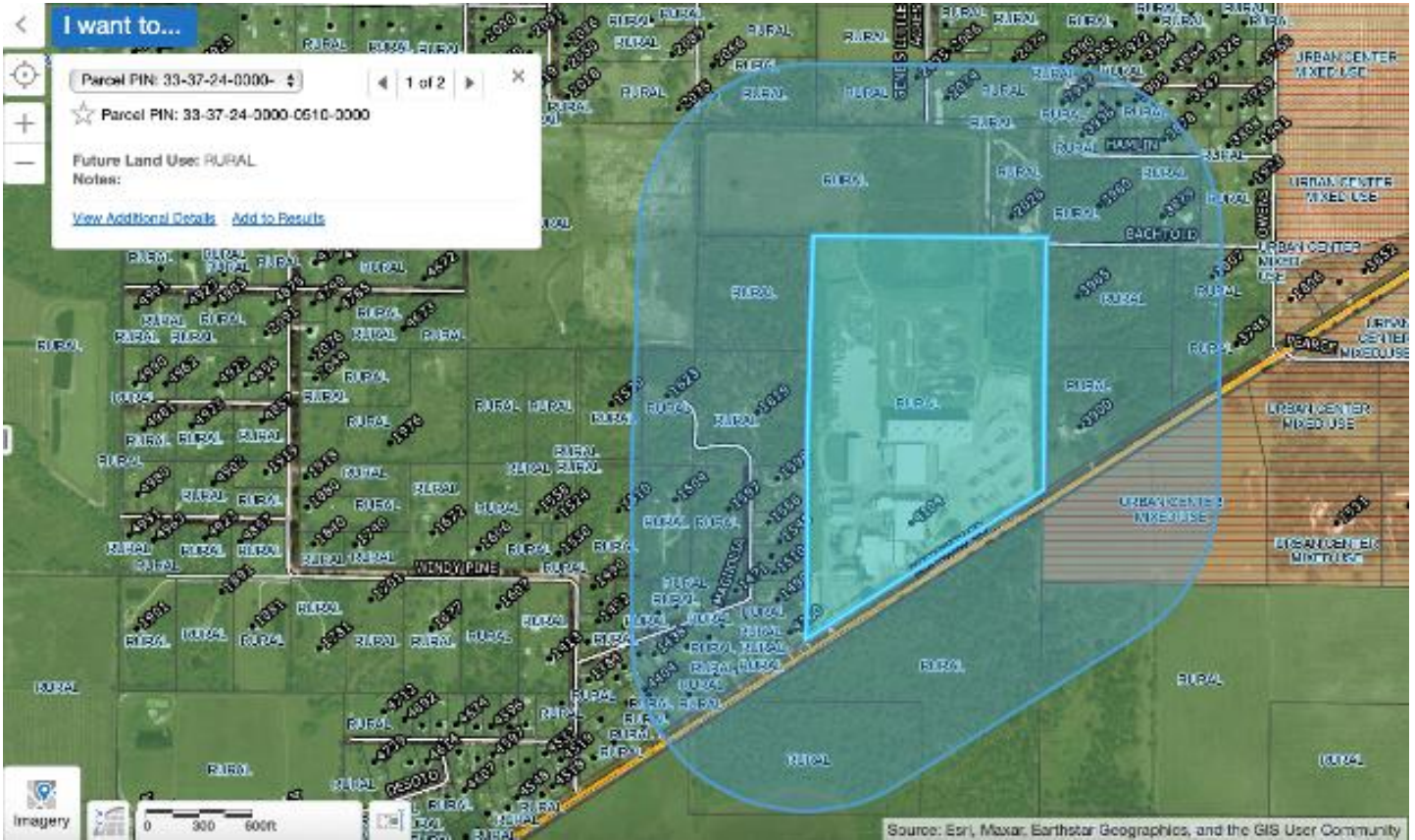
Business	Address	Employment	Jurisdiction	Notes	DART (w/in 1/4 mile)	FLUC	Eligible Adjacent / 1,000 ft of Property	Number of Eligible Parcels (or portions thereof)	Acres of Eligible Area
WALMART DISTRIBUTION CENTER	6785 SW Enterprize Blvd	1,263	County			Employment Center	No		0
DEPT OF CORRECTIONS	13617 SE Highway 70	346	County			Public Lands and Institutional	No		0
WALMART RETAIL	2725 SE Hwy 70	300	County		Yes	Commercial	Yes	13	27.5
WELL PATH RECOVERY SOLUTIONS	13619 SE Highway 70	261	County			Public Lands and Institutional	No		0
PALOMA HARVESTING	5951 SW Carlton Ave	207	County	Not on site		Rural Ag	No		0
SWIFT TRANSPORTATION CO	6605 SW Enterprize Blvd	165	County	Same site as Walmart Dist. Ctr.		Employment Center	No		0
PEACE RIVER CITRUS PRODUCTS	4104 NW Highway 72	136	County		No	Rural Ag	Yes	1	7.4
PUBLIX	2551 SE Highway 70	125	County		Yes	Commercial	Yes	35	12.1
SANDHILL NATIVE GROWERS	5980 SE County Road 760	100	County			Rural Ag	No		0
BETHEL FARMS	8780 NW Bethel Farms Rd	97	County			Rural Ag	No		0
COLLINS AEROSPACE SYSTEMS	11700 SW Winslow Dr	69	County			Commercial	No		0
CROWN ROOF TIES CO, INC	6018 SW Hwy 72	63	County			Rural Ag	No		0
SUNBULB COMPANY / BETTER-GRO	1615 SW Hwy 17	54	County	R&T Land	No	Employment Center	Yes	40	26.3
DESOTO COUNTY SCHOOL DISTRICT	530 La Solona Ave	684	City	Includes all schools		City	No		0
DESOTO MEMORIAL HOSPITAL	900 N Robert Ave	350	City	County adjacent	Yes	City	Yes	2	11.8
AVUM	117 W Oak St	264	City			City	No		0
DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS	201 E Oak St, Suite 201	196	City			City	No		0
DESOTO COUNTY SHERIFFS OFFICE	208 E Cypress St	116	City			City	No		0
MHM HEALTH PROFESSIONALS	425 Nursing Home Drive	102	City			City	No		0
CITY OF ARCADIA	121 W Hickory St	94	City			City	No		0

Between the five eligible major employers, Walmart (retail), Peace River Citrus Products, Publix, Sunbulb, and DeSoto Memorial Hospital have a total of 91 parcels (or portions thereof) and 85 acres of those parcels qualify for the affordable housing density bonus. The following graphics illustrate the 1,000 feet from the major employers, all properties within the area that have the Urban Center Mixed Use or Neighborhood Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.

The following graphic illustrates 1,000 feet from Walmart (retail), all properties within the Urban Center Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.



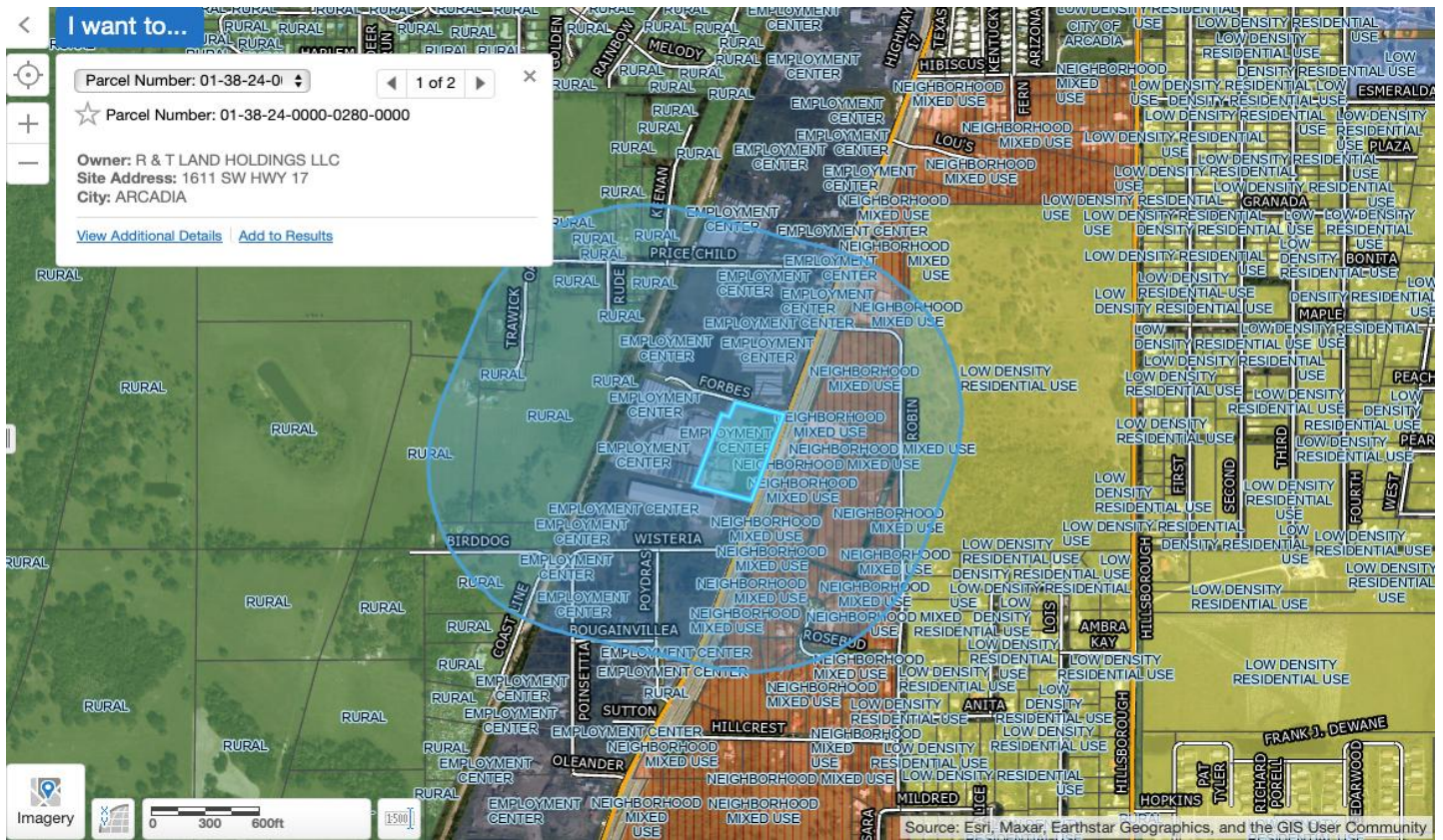
The following graphic illustrates 1,000 feet from Peace River Citrus Products, all properties within the Urban Center Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.



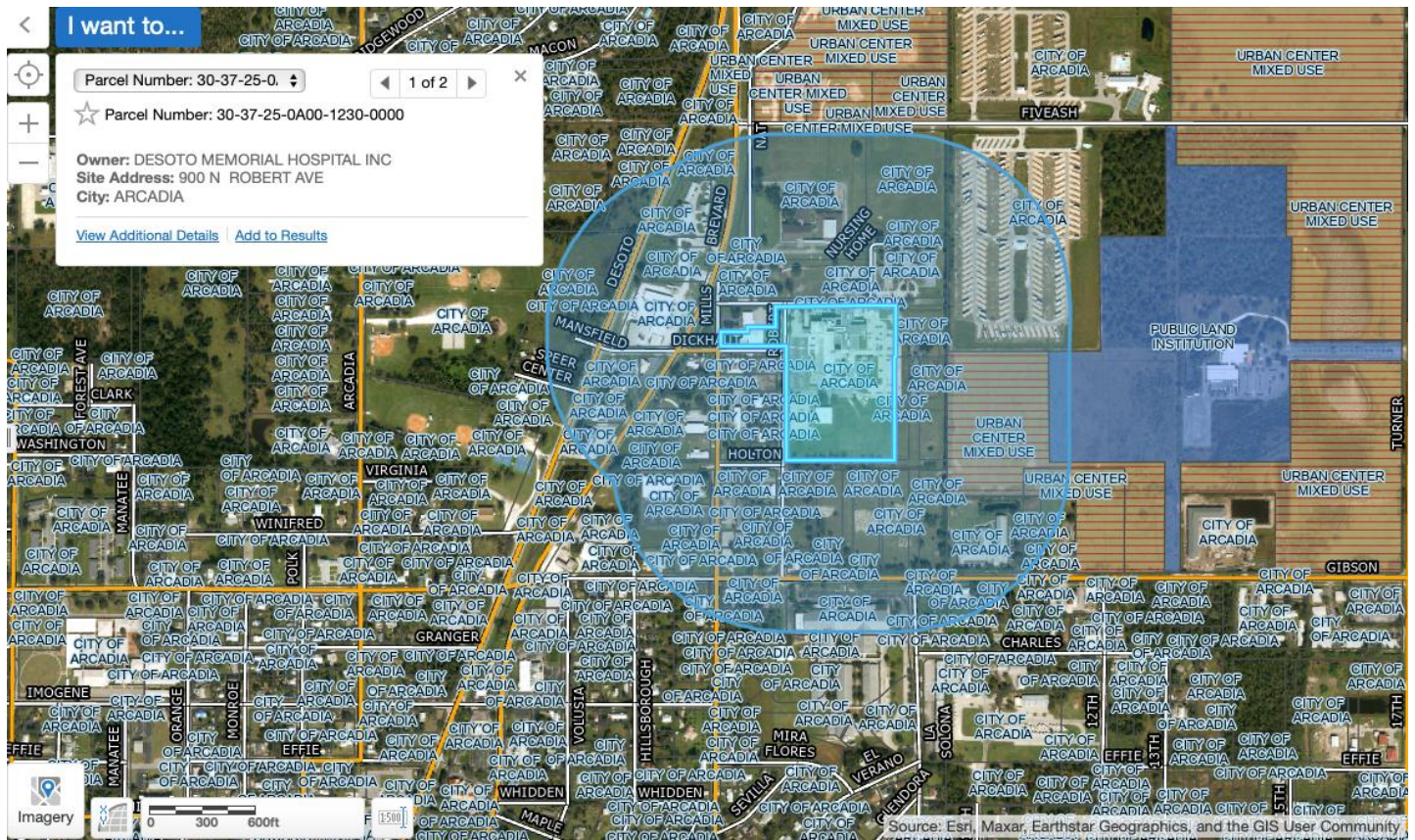
The following graphic illustrates 1,000 feet from Publix, all properties within the Urban Center Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.



The following graphic illustrates 1,000 feet from Sunbulb Company / Better-Gro, all properties within the Urban Center Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.



The following graphic illustrates 1,000 feet from DeSoto Memorial Hospital, all properties within the Urban Center Mixed Use Future Land Use Map designation would be eligible for the affordable bonus density.



Any future workforce or affordable housing development proposing to utilize a bonus density, like other projects, will be required to submit a Development Plan and analysis stating how their project meets the criteria found in the LDRs. The amount of eligible property could also be further limited by the road network. If a proposed development is located on a substandard local road instead of a thoroughfare more consistent with current engineering standards, the road may not be able to handle the additional traffic. Affordable housing developers have limited extra capacity for off-site improvements which could help to further focus on eligible areas. The applications, site plan, and analysis will be reviewed by County staff, and the Board of County Commissioners can approve or deny these projects as these developments will require a public hearing. Housing developments meeting this criteria and Board approval would also have to submit a Land Use Restriction Agreement (LURA) approved by the Board that would guarantee the housing would remain affordable for at least 30 years.

The following table illustrates the eligible areas by Future Land Use Map designation and their potential for development. The table shows maximum development scenarios for residential at the existing maximum base density, existing maximum bonus density, and the proposed maximum density for designated affordable housing developments. Some assumptions were made with this table. This includes that many of the eligible parcels are along thoroughfare roads, which also lend

themselves to non-residential development, so 50% of the acres were assumed to develop as non-residential, remain vacant, or remain with any existing use. The table also illustrates some development number based upon only 25% or 50% of the eligible properties developed with designated affordable housing.

Scenarios	Max Density (du/ac)	Max FAR	Total Eligible Acres	Max Dwelling Units	Residential Acres (est. 50%)	Non-Residential Acres (est . 50% of acres)*	Number of Units at 50% of Eligible Acres	Total Max S.F.Non-Residential	Total Dwelling Units Developed at 25% Maximum	Total Dwelling Units Developed at 50% Maximum
NEIGHBORHOOD MIXED USE LAND USE CATEGORY										
Existing Maximum Base Residential Units (3.5 du/ac) and FAR	3.5	0.4	183	642	92	92	321	1,596,910	80	160
Existing Maximum Bonus Density (5 du/ac) and FAR	5.0	0.4	183	917	92	92	458	1,596,910	115	229
Proposed Maximum Bonus Affordable Residential (12 du/ac) and FAR	12.0	0.4	183	2,200	92	92	1,100	1,596,910	275	550
URBAN CENTER MIXED USE LAND USE CATEGORY										
Existing Maximum Base Residential Units (5 du/ac) and FAR	5.0	0.6	165	824	82	82	412	2,153,606	103	206
Existing Maximum Bonus Density (8 du/ac) and FAR	8.0	0.6	165	1,318	82	82	659	2,153,606	165	330
Proposed Maximum Bonus Affordable Residential (12 du/ac) and FAR	12.0	0.6	165	1,978	82	82	989	2,153,606	247	494
NOTES:										
* Neighborhood MU has limitations in policies related to the min/max amount of res and non-res land uses										
** Urban Center MU has limitations in policies related to the min/max amount of res and non-res land uses										

It is important to recognize that the table shows various maximum buildout scenario that will not likely occur for many decades, if ever, using even the highest population projections from UF BEBR. Please keep in mind that most Future Land Use Map categories in the county, if examined with their existing development, are *not constructed or developed to their maximum capacity allowable* by the Future Land Use Map. This is due to market feasibility and other requirements which play into land use development decision making. These can include cost of development by developer/property owner, ability to finance, market, and addressing other requirements and improvements related to traffic, wetlands, floodplains, fire protection, utilities, etc.

The most reasonable scenario is that over the next twenty years, one or two 150 –200 dwelling unit multi-family affordable housing developments are constructed near a major employer or public school. This is generally illustrated in the previous table with dwelling units in the eligible areas at 25% or 50% of the maximum allowable.

II. PROPOSED LDR AMENDMENTS

The following are the proposed specific amendments to the DeSoto County LDR to implement the Comprehensive Plan text amendments for affordable and workforce housing density bonuses. Policy 1.1.4 in the Future Land Use Element has specific criteria that does not match what exists in the LDRs. In Sec. 20-1626, which establishes the criteria for the award of bonus density, Subsections (a) through (c) are proposed to be deleted and replaced with the following. The related policy in the Comprehensive Plan is proposed to be simplified and the specific details in the LDR.

Sec. 20-1626. - Criteria for award of bonus density.

(a) The applicant shall include a narrative addressing each item below in a point-by-point analysis. Density bonuses shall be evaluated on a case-by-case basis to ensure consistency with the Comprehensive Plan and LDR and to maintain compatibility with the contiguous lands and the neighborhood. The Board shall make a finding that the bonus density granted is proportionate to the overall project design with consideration given to each of the following, as applicable:

- (1) Provisions and proximity to public infrastructure (water, sewer, urban roads);*
- (2) Proximity to public safety (Fire/EMS) and the ability to adequately serve the anticipated population;*
- (3) Distance from the nearest public school and capacity available at all district schools that will serve the project;*
- (4) Use of clustering and protection of environmentally sensitive areas;*
- (5) Increased buffers and screening, and usable open space;*
- (6) Increased recreation opportunities or open space;*
- (7) At least 25% of the units are designated Affordable or at least 50% of the units are designated Workforce Housing;*
- (8) Mixed use developments and mixed-use buildings.*
- (9) Adjacent to lands developed with similar density or the potential for similar density based on the Future Land Use Category;*
- (10) Vehicular and pedestrian connectivity between developments;*
- (11) Donation of usable public land (per F.S., 420.615);*
- (12) Proximity to DeSoto-Arcadia Regional Transit fixed routes; and*
- (13) Use of rural or compatible architectural scale, styles, and features.*

(b) To encourage high-quality development that advances the county's goals for providing additional affordable and workforce housing, the Board may grant density bonus as provided in the Comprehensive Plan if all the following criteria are met:

- (1) The project is located within Urban Center Mixed Use or Neighborhood Mixed Use Future Land Use category; and*
 - (2) A minimum of fifty (50) percent of the subject parcel shall be located within a 1,000-foot radius of a public school or major employer parcel; and*
 - (3) At least 40% of the residential units within the project are designated as affordable housing units or at least 65% of the units are designated Workforce Housing; and*
 - (4) The project shall connect to County or City potable water and sanitary sewer; and*
 - (5) Land Use Restriction Agreement guaranteeing the affordable/workforce designations of the units for a minimum of 30 years, as approved by the Board of County Commissioners.*
-

(6) An affordable/workforce housing project with greater than 300 dwelling units seeking a bonus for density between 10 du/acre and 12 du/acre shall be a mixed-use project with a minimum of 1,000 square feet of gross floor area provided for neighborhood commercial or office uses that support the affordable housing development.

~~(a) Infrastructure improvements. Off site or on site improvements which increase and reserve capacity for other uses or create efficiencies and reduce duplicative efforts in providing necessary infrastructure for the general public. Proposed improvements shall be those that provide a specific public benefit not otherwise required by the Land Development Regulations. Improvements shall be those that are found or identified in the following documents:~~

- ~~(1) The Comprehensive Plan, including specifically FLUE Policy 1.1.4;~~
- ~~(2) A Capital Improvement Plan;~~
- ~~(3) A local or regional transportation plan;~~
- ~~(4) Any County Master Plan.~~

~~(b) Quality of life. The development and dedication of land and/or facilities, improvement of corridors and gateways, or enhancement and improvement of the ecological quality of natural resources. Environmental assessments identifying how and why the proposed improvements will meet these goals may be required by the County. Depending on the proposed facility, the County may require evidence of resources to ensure maintenance and management of the facility or resource. Improvements shall be those that implement or improve the following:~~

- ~~(1) Economic development, including redevelopment;~~
- ~~(2) Conservation and enhancement of natural or scenic resources, including farmland;~~
- ~~(3) Protection of streams or water supply beyond those protections required by federal, state or local regulation;~~
- ~~(4) Enhancement of parks, forests, wildlife preserves, nature preserves or sanctuaries;~~
- ~~(5) Enhancement of recreational opportunities with related master plan(s), Comprehensive Plan, Capital Improvement Plan, or corridor plan(s);~~
- ~~(6) Implementation of gateway plans;~~
- ~~(7) Preservation of historic structures;~~
- ~~(8) Improvement in regionally connected and significant trail connectivity;~~
- ~~(9) Connectivity between developments with similar densities;~~
- ~~(10) Donation of land that provides a benefit to the public;~~
- ~~(11) Clustering of development and protection of environmentally sensitive areas beyond what is required by federal, state or local regulations.~~

~~(c) Development Standards. Design standards related to the appearance and function of the proposed project, which create opportunities for diverse housing types, unique character and a sense of place, creative design. Improvements shall be those that implement or improve the following:~~

- ~~(1) Mixed use housing types (examples), such as: single family (detached), multifamily (low/mid-rise), attached single family (townhouses, carriage homes) within development and phase boundaries;~~
- ~~(2) Design features such as: neighborhood and historically relevant architectural styles, multimodal and complete street enhancements, architectural street lighting;~~
- ~~(3) Affordable housing inclusion;~~
- ~~(4) Pervious surface and long-term maintenance, reduction;~~

~~(5) Water conservation.~~

As an incentive to provide affordable and workforce housing projects, staff recommends that PUD Improvement Plans shall be approved administratively, foregoing the standard Board hearing. Non-affordable PUD projects will still require their Improvement Plans to have Board approval.

Sec. 20-144. – Planned Unit Development District (PUD) (I) (3) All improvement plans for PUDs shall be reviewed by the Development Director for consistency with the approved concept development plan and any conditions included as part of the PUD approval, and then submitted to the Board for its review and approval, approval with conditions, or disapproval at a quasi-judicial hearing of the Board, except projects with a minimum of 40% affordable housing units or 65% workforce housing units, which shall be approved administratively. A notice to proceed with construction of the project will be issued by the Development Director upon improvement plan approval ~~by the Board~~ and satisfaction of all technical requirements and compliance with the PUD approval and conditions. The applicant may apply for and be granted improvement plan approval for the entire PUD or any phase of the project, subject to final concurrency determination and level-of-service availability.

New definitions are proposed for “major employer”, “affordable housing” and “workforce housing”

Article XII. – DEFINITIONS

Sec. 20-1650. – Definitions

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

Major Employer means a public or private sector employer of 50 or more full-time employees at a single work site.

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

RECOMMENDED ACTIONS

1. Motion to adopt the Land Development Regulations amendment, implementing Policy 1.1.4 of the Comprehensive Plan to encourage affordable and workforce housing in appropriate areas where services and facilities are available to accommodate additional growth.

DESOTO COUNTY, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF DESOTO COUNTY, FLORIDA, AMENDING THE DESOTO COUNTY CODE OF ORDINANCES BY AMENDING SECTION 20-1626 “CRITERIA FOR AWARD OF BONUS DENSITY” BY UPDATING THE CRITERIA FOR THE AWARD FOR BONUS DENSITY GENERALLY, AND ADDING SPECIFIC CRITERIA FOR THE AWARD OF BONUS DENSITY FOR QUALIFYING AFFORDABLE AND WORKFORCE HOUSING PROJECTS; AMENDING SECTION 20-144 “PLANNED UNIT DEVELOPMENT DISTRICT (PUD)” PROVIDING FOR ADMINISTRATIVE APPROVAL OF PUD IMPROVEMENT PLANS THAT PROVIDE AFFORDABLE/WORKFORCE UNITS AS PROVIDED THEREIN; AMENDING SECTION 20-1650 “DEFINITIONS” PROVIDING FOR NEWLY DEFINED TERMS TO IMPLEMENT THE AFFORDABLE AND WORKFORCE HOUSING DENSITY BONUSES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163, Florida Statutes, authorize counties of the State of Florida to adopt and enforce regulations in the interest of public health, safety and welfare; and

WHEREAS, the DeSoto County (“County”) Board of County Commissioners (the “Board”) is authorized to adopt ordinances regulating the use of land in the County through the adoption of Land Development Regulations; and

WHEREAS, Policy 1.1.2 and 1.1.3 of the Future Land Use Element of the County’s Comprehensive Plan provides a “Land Use Categories Summary” showing the specific future land use categories where affordable and workforce housing developments are eligible for an award of bonus density through the County’s Development Plan process; and

WHEREAS, Policy 1.1.4 of the County’s Comprehensive Plan, provides that the specific criteria for the award of bonus density and intensity shall be set forth in the County’s Land Development Regulations; and

WHEREAS, the purpose of this ordinance is to amend the County Land Development Regulations to provide specific criteria and factors for awarding of bonus density, generally, as well as minimum criteria for the award of bonus density in specific areas of unincorporated DeSoto County for affordable and workforce housing developments; and

WHEREAS, the Board further finds that adoption of this ordinance is in the best interest of the residents of DeSoto County and serves a proper public purpose; and

WHEREAS, the Board has properly noticed and held public hearings in accordance with law prior to adopting this Ordinance.

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

Section 1. Incorporation of Recitals. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Amendment to Division 4 of Article II, Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article II, Division 4, Section 20-144 of the DeSoto County Code of Ordinances is hereby amended as follows:

ARTICLE II. – ZONING DISTRICTS AND REQUIREMENTS

DIVISION 4. – ZONING DISTRICTS

Sec. 20-144. Planned Unit Development District (PUD).

(i) *Improvement plan approval.*

(1) Application for improvement plan approval shall be submitted with detailed plans and copies of all necessary permits from other reviewing agencies and shall include all required information in accordance with Article XI, Division 2 (development review and approval) and Article XI, Division 6 (improvement plans) of this chapter, and information establishing consistency with the approved concept development plan and any conditions included as part of the PUD approval. Applications will be accepted prior to final approval of other agencies, but a notice to proceed will not be issued until evidence of permits are submitted to the County.

(2) Development Review Committee (DRC) review. The DRC will review the improvement plan for technical compliance to County codes and consistency with the approved concept development plan and any conditions included as part of the PUD approval.

(3) All improvement plans for PUDs shall be reviewed by the Development Director for consistency with the approved concept development plan and any conditions included as part of the PUD approval, and then submitted to the Board for its review and approval, approval with conditions, or disapproval at a quasi-judicial hearing of the Board, except projects with a minimum of 40% affordable housing units or

65% workforce housing units, which shall be approved administratively. A notice to proceed with construction of the project will be issued by the Development Director upon improvement plan approval ~~by the Board~~ and satisfaction of all technical requirements and compliance with the PUD approval and conditions. The applicant may apply for and be granted improvement plan approval for the entire PUD or any phase of the project, subject to final concurrency determination and level-of-service availability.

Section 3. Amendment to Division 12, of Article XI, of Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article XI, Division 12 “Bonus Density/Intensity”, Section 20-1626 of the DeSoto County Code of Ordinances is hereby amended as follows:

ARTICLE XI. – ADMINISTRATION AND ENFORCEMENT

DIVISION 12. – BONUS DENSITY/INTENSITY

Sec. 20-1626. - Criteria for award of bonus density.

~~(a) Infrastructure improvements. Off-site or on-site improvements which increase and reserve capacity for other uses or create efficiencies and reduce duplicative efforts in providing necessary infrastructure for the general public. Proposed improvements shall be those that provide a specific public benefit not otherwise required by the Land Development Regulations. Improvements shall be those that are found or identified in the following documents:~~

~~(1) The Comprehensive Plan, including specifically FLUE Policy 1.1.4;~~

~~(2) A Capital Improvement Plan;~~

~~(3) A local or regional transportation plan;~~

~~(4) Any County Master Plan.~~

~~(b) Quality of life. The development and dedication of land and/or facilities, improvement of corridors and gateways, or enhancement and improvement of the ecological quality of natural resources. Environmental assessments identifying how and why the proposed improvements will meet these goals may be required by the County. Depending on the proposed facility, the County may require evidence of resources to ensure maintenance and management of the facility or resource. Improvements shall be those that implement or improve the following:~~

~~(1) Economic development, including redevelopment;~~

~~(2) Conservation and enhancement of natural or scenic resources, including farmland;~~

~~(3) Protection of streams or water supply beyond those protections required by federal, state or local regulation;~~

~~(4) Enhancement of parks, forests, wildlife preserves, nature preserves or sanctuaries;~~

~~(5) Enhancement of recreational opportunities with related master plan(s), Comprehensive Plan, Capital Improvement Plan, or corridor plan(s);~~

~~(6) Implementation of gateway plans;~~

~~(7) Preservation of historic structures;~~

~~(8) Improvement in regionally connected and significant trail connectivity;~~

~~(9) Connectivity between developments with similar densities;~~

~~(10) Donation of land that provides a benefit to the public;~~

~~(11) Clustering of development and protection of environmentally sensitive areas beyond what is required by federal, state or local regulations.~~

~~(c) Development Standards. Design standards related to the appearance and function of the proposed project, which create opportunities for diverse housing types, unique character and a sense of place, creative design. Improvements shall be those that implement or improve the following:~~

~~(1) Mixed use housing types (examples), such as: single family (detached), multifamily (low/mid-rise), attached single family (townhouses, carriage homes) within development and phase boundaries;~~

~~(2) Design features such as: neighborhood and historically relevant architectural styles, multimodal and complete street enhancements, architectural street lighting;~~

~~(3) Affordable housing inclusion;~~

~~(4) Pervious surface and long-term maintenance, reduction;~~

~~(5) Water conservation.~~

(a) The applicant shall include a narrative addressing each item below in a point-by-point analysis. Density bonuses shall be evaluated on a case-by-case basis to ensure consistency with the Comprehensive Plan and LDR and to maintain compatibility with the contiguous lands and the neighborhood. The Board shall make a finding that the bonus density granted is proportionate to the overall project design with consideration given to each of the following, as applicable:

(1) Provisions and proximity to public infrastructure (water, sewer,

urban roads);

(2) Proximity to public safety (Fire/EMS) and the ability to adequately serve the anticipated population;

(3) Distance from the nearest public school and capacity available at all district schools that will serve the project;

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

(5) Increased buffers and screening, and usable open space;

(6) Increased recreation opportunities or open space;

(7) At least 25% of the units are designated Affordable or at least 50% of the units are designated Workforce Housing;

(8) Mixed use developments and mixed-use buildings;

(9) Adjacent to lands developed with similar density or the potential for similar density based on the Future Land Use Category;

(10) Vehicular and pedestrian connectivity between developments;

(11) Donation of usable public land (per F.S., 420.615);

(12) Proximity to DeSoto-Arcadia Regional Transit fixed routes; and

(13) Use of rural or compatible architectural scale, styles, and features.

(b) To encourage high-quality development that advances the county's goals for providing additional affordable and workforce housing, the Board may grant density bonus as provided in the Comprehensive Plan if all the following criteria are met:

(1) The project is located within Urban Center Mixed Use or Neighborhood Mixed Use Future Land Use category; and

(2) A minimum of fifty (50) percent of the subject parcel shall be located within a 1,000-foot radius of a public school or major employer parcel; and

(3) At least 40% of the residential units within the project are designated as affordable housing units or at least 65% of the units are designated Workforce Housing; and

(4) The project shall connect to County or City potable water and sanitary sewer; and

(5) Land Use Restriction Agreement guaranteeing the affordable/workforce designations of the units for a minimum of 30 years, as approved by the Board of County Commissioners.

(6) An affordable/workforce housing project with greater than 300 dwelling units seeking a bonus for density between 10 du/acre and 12 du/acre shall be a mixed-use project with a minimum of 1,000 square feet of gross floor

area provided for neighborhood commercial or office uses that support the affordable housing development.

Section 4. Amendment to Article XII, of Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article XII, Section 20-1650 of the DeSoto County Code of Ordinances is hereby amended as follows:

Sec 20-1650 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

Major Employer means a public or private sector employer of 50 or more full-time employees at a single work site.

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

Section 5. Severability. If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 6. Codification. It is the intent of the Board and is hereby provided that the provisions of this Ordinance shall become and be made a part of the DeSoto County Code of Ordinances, and that the sections for the Ordinance may be renumbered or lettered to accomplish such intention, and that the word "ordinance" may be changed to "section" or "article" or other appropriate designation in order to accomplish such intention.

Section 7. Effective Date. This ordinance shall become effective immediately upon filing with the Secretary of State.

**DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA, THIS 26TH DAY OF May, 2026.**

ATTEST:

DESOTO COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____
Mandy Hines,
County Administrator

By: _____
Steven Hickox,
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente,
County Attorney



DeSoto County

5/26/2026

Item #: 10.

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

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

TITLE & DESCRIPTION:

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

REQUESTED MOTION:

A motion to adopt/deny the proposed ordinance for the rezone and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

SUMMARY:

The request is an Official Zoning District Atlas amendment (rezoning) application (RZNE-0046-2023) filed by the Owner, Maria's Rentals LLC, to change the zoning district of +/- 41.08 acres from Planned Unit Development (PUD) to Residential Multi-Family - 8 (RMF-8).

The property is located in the Urban Center Mixed Use Future Land Use Category and generally located in central DeSoto County, west of SE Highway 31.

BACKGROUND:

The application is a request to amend the Official Zoning District Atlas by changing the zoning district of +/- 41.08 acres from Planned Unit Development (PUD) to Residential Multi-family - 8 (RMF-8) district in the Urban Center Mixed Use Future Land Use category. The parcel, currently developed with 16 single-family homes on one parcel, that were built between the 1940's and 1960's, and was one of the original Power Auto Corp parcels that was known as the "Residence" parcel, located in the NE portion of the original Power Auto site. The larger area has a long history and was originally home to a US Army Air Corps airfield, then later a State mental hospital. Maria's Rentals LLC purchased the land on July 25, 2019.

PROPERTY HISTORY:

February 24, 2015: Board approved SE-2015-01 (Resolution No. 2015-25) to allow

ITEM #: 10.

multiple uses in the A-10 zoning district.

April 28, 2015: Rezone from A-10 to PUD with a Concept Development Plan (RZNE-2015-03) (Resolution 2015-41) approved for the GPW property, which includes the subject property.

July 19, 2019: County approves Minor Administrative Subdivision Plat (PLAT-0006-2019)

The County subsequently determined that the Concept Development Plan associated with Resolution 2015-41 had lapsed, as no significant construction had occurred within 5 years of the time of the PUD enactment as required by Sec. 20-144(f)(10)(c)(4). Additionally, as a result of Power Auto selling portions of the GPW property to third parties, the Concept Development Plan associated with Resolution 2015-41 could never be developed as originally contemplated and approved, which has resulted in the need for each property owner to rezone their property and receive a separate development order.

Remedying the lapsed PUD approval is challenging for the subject land. The applicant described their intention to rehabilitate the 16 dwelling units as the reason for the rezoning request, but approval of the RMF-8 rezone will allow the owner to redevelop the 41.08 acres with up to 205 units (per the base density allowance of 5 du/acre per acre under the Urban Center Future Land Use Category).

The maximum density of 8 du/acre, allowed by the RMF-8 zoning, cannot be achieved without Board approval of a density bonus, as density is governed by the Future Land Use Category (FLUC).

The Land Development Regulations have several zoning districts that allow multi-family units, but they don't align well with the Urban Center FLUC and none limit density below the 5 du/ac referenced in the FLUC.

The maximum density allowance in each of these zoning districts exceeds the 5 du/acre base density limitation of the FLUC:

Residential Multifamily District 6 (RMF-6)

Residential Multifamily District 8 (RMF-8)

Residential Multifamily District 12 (RMF-12)

Residential-Office-Institutional District (ROI): Maximum Density is 12 du/ac

The following zoning districts exist, but new zoning atlas amendments to these categories are prohibited:

Residential Mixed District (RM): (No new RM Districts)

Residential Multifamily Mixed District (RMF-M) (No new districts)

A new PUD rezoning is an alternative but also presents challenges.



*DESOTO COUNTY DEVELOPMENT DEPARTMENT
STAFF REPORT*

CASE #: RZNE-0046-2023

REQUEST: Rezoning from Planned Unit Development (PUD) to Residential Multi-Family - 8 (RMF-8)

PROPERTY OWNER: Maria's Rentals LLC
48 Meadow Way
Frostproof, FL 33843

PROPERTY ID: 27-38-25-0000-0072-0000

PROPERTY ADDRESS: 5906 SE Residential Way
Arcadia, FL 34266

TOTAL PARCEL SIZE: +/- 41.08 acres

FUTURE LAND USE DESIGNATION: Urban Center Mixed Use

DEVELOPMENT REVIEW REPORT

The request is an Official Zoning District Atlas amendment (rezoning) application (RZNE-0046-2023) filed by the Owner, Maria's Rentals LLC, to change the zoning district of +/- 41.08 acres from Planned Unit Development (PUD) to Residential Multi-Family - 8 (RMF-8).

The property is located in the Urban Center Mixed Use Future Land Use Category and generally located in central DeSoto County, west of SE Highway 31.

The DeSoto County Land Development Regulations Article XI, Division 7 requires the Planning Commission/Local Planning Agency to hold at least one public hearing with due public notice on a rezoning application and to make a recommendation on the application to the Board of County Commissioners (Board).

I. BACKGROUND

The application is a request to amend the Official Zoning District Atlas by changing the zoning district of +/- 41.08 acres from Planned Unit Development (PUD) to Residential Multi-family - 8 (RMF-8) district in the Urban Center Mixed Use Future Land Use category. The parcel, currently developed with 16 single-family homes on one parcel, that were built between the 1940's and 1960's, and was one of the original Power Auto Corp parcels that was known as the "Residence" parcel, located in the NE portion of the original Power Auto site. The larger area has a long history and was originally home to a US Army Air Corps airfield, then later a State mental hospital. Maria's Rentals LLC purchased the land on July 25, 2019.

PROPERTY HISTORY:

February 24, 2015: Board approved SE-2015-01 (Resolution No. 2015-25) to allow multiple uses in the A-10 zoning district.

April 28, 2015: Rezone from A-10 to PUD with a Concept Development Plan (RZNE-2015-03) (Resolution 2015-41) approved for the GPW property, which includes the subject property.

July 19, 2019: County approves Minor Administrative Subdivision Plat (PLAT-0006-2019)

The County subsequently determined that the Concept Development Plan associated with Resolution 2015-41 had lapsed, as no significant construction had occurred within 5 years of the time of the PUD enactment as required by Sec. 20-144(f)(10)(c)(4). Additionally, as a result of Power Auto selling portions of the GPW property to third parties, the Concept Development Plan associated with Resolution 2015-41 could never be developed as originally contemplated and approved, which has resulted in the need for each property owner to rezone their property and receive a separate development order.

Remedying the lapsed PUD approval is challenging for the subject land. The applicant described their intention to rehabilitate the 16 dwelling units as

the reason for the rezoning request, but approval of the RMF-8 rezone will allow the owner to redevelop the 41.08 acres with up to 205 units (per the base density allowance of 5 du/acre per acre under the Urban Center Future Land Use Category).

The maximum density of 8 du/acre, allowed by the RMF-8 zoning, cannot be achieved without Board approval of a density bonus, as density is governed by the Future Land Use Category (FLUC).

The Land Development Regulations have several zoning districts that allow multi-family units, but they don't align well with the Urban Center FLUC and none limit density below the 5 du/ac referenced in the FLUC.

The maximum density allowance in each of these zoning districts exceeds the 5 du/acre base density limitation of the FLUC:

Residential Multifamily District 6 (RMF-6)

Residential Multifamily District 8 (RMF-8)

Residential Multifamily District 12 (RMF-12)

Residential-Office-Institutional District (ROI): Maximum Density is 12 du/ac

The following zoning districts exist, but new zoning atlas amendments to these categories are prohibited:

Residential Mixed District (RM): (No new RM Districts)

Residential Multifamily Mixed District (RMF-M) (No new districts)

A new PUD rezoning is an alternative but also presents challenges.

II. PROPOSED ORDINANCE

An Ordinance of the DeSoto County, Florida Board of County Commissioners amending the Official Zoning Atlas identified in Land Development Regulations Article 2, Zoning Districts and Requirements, Section 20-31, Establishment of Zoning Districts; granting to the Applicant, Maria's Rentals LLC, an Official Zoning District Atlas amendment (RZNE-0046-2023) by

changing the zoning district of +/- 41.08 acres from Planned Unit Development (PUD) to Residential Multi-family-8 (RMF-8) on property generally located in central DeSoto County, at 5906 SE Residential Way; the Property Identification Number being 27-38-25-0000-0072-0000; and providing for an effective date.

III. LDR REZONING ANALYSIS

Planning Commission Report. LDR Section 20-1498(a) provides that the report and recommendations of the Planning Commission to the Board of County Commissioners shall show that the Planning Commission has studied and considered the proposed change in relation to the 15 factors listed below and staff offers a consistency analysis of each.

1. Whether the proposed change would be consistent with the Goals, Objectives and Policies of the Comprehensive Plan.

Consistency analysis: The Planning Director has reviewed the application against the Goals, Objectives, and Policies of the Comprehensive Plan in Exhibit E and finds and concludes the following.

The existing PUD zoning district is consistent with the Urban Center Mixed Use Future Land Use designation. The maximum density of 8 dwelling units per acre, as allowed by the proposed RMF-8 (Residential Multi-Family 8) zoning can only be realized with future approval of a bonus density via a Development Plan or a PUD rezoning with a Concept Development Plan, in accordance with the Comprehensive Plan. Absent those steps, the underlying Future Land Use Category maximum base density of 5 dwelling units per acre (maximum of 205 units) will prevail.

The Urban Center category promotes multiple types of land uses in a pattern of transitioning intensities around historic commerce centers and for future mixed-use communities.

The Urban Center Mixed Use Future Land Use category allows a base residential density up to 5 dwelling units per acre with a bonus

density up to 8 dwelling units per acre and the category is expected to capture the most intensive uses and is found in areas served by high-capacity transportation systems. The character of the Urban Center land use category is a mixture of non-residential uses providing retail and service support to the community as a whole, interspersed with higher intensity residential uses to create a vibrant and diverse urban atmosphere. The category is generally found in areas where infrastructure includes central water and sewer systems, stormwater management systems, and major paved public streets or highways. Center, at an appropriate scale to serve the surrounding area, can be demonstrated with a market study. Direct access to collector or arterial roads is a requirement for residential development between 5-8 dwelling units per acre), unless located within a mixed-use planned unit development.

Staff has considered the location, availability of public services and facilities; the proximity to similar densities/intensities; and the location within the transportation network. The location of the nearest DeSoto County Fire Rescue station, Station 1, is 8 miles to the north. The parcels are located within the DeSoto County Utilities service area. The DeSoto County Utilities and Engineering Departments have no objections to the rezone and are coordinating with the applicant on rebuilding their utility infrastructure onsite.

The FEMA flood map for this area is number 12027C0195C, effective on 11/06/2013. Based upon the flood maps, the site is not located within the 100-year floodplain or the Conservation Overlay Designation. Future plan submittals will be required to secure all applicable SWFWMD environmental resource permits, ACOE permit, and County review.

The Comprehensive Plan Policy 1.14.2 defines “compatibility” as “(a) condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion such that no use or condition is negatively impacted directly or indirectly by another use or conditions.”

Table 1 provides a description of the Future Land Use Categories, Zoning Districts, and specific types of land uses surrounding the subject parcel:

**TABLE 1
USE COMPATIBILITY ANALYSIS**

Directions	Zoning District	Future Land Use	Adjacent Land Uses
Site	PUD	Urban Center Mixed Use	Residential - multi family
North	PUD	Urban Center Mixed use	Office buildings
East	A-10	Employment Center, Urban Center Mixed use	Vacant agricultural, pastureland
South	PUD	Urban Center Mixed use	Vacant Office buildings
West	PUD	Urban Center Mixed use	Vacant Office buildings

The applicant plans to utilize the existing homes on site, which have been vacated for years. If the rezoning is approved, it would be the only residential development in the area. While the multi-family development is not similar to surrounding development, the Board may find that it is a good step forward to promote redevelopment of the long-abandoned G. Pierce Wood facility and may spur more development in the area.

Based on the above findings, it is concluded the application can be found to be generally consistent with the Goals, Objectives and Policies of the Comprehensive Plan.

2. The existing land use pattern.

Consistency analysis: Table 1 shows the existing land use pattern including surrounding uses, zoning, and future land use categories. The adjacent property to the south is vacant agricultural and pastureland zoned A-10. The adjacent properties to the north, east, and west are office buildings with PUD zoning. The proposed RMF-8 zoning is not an extension of the existing land use patterns; however, the Board may find the rezone to be an opportunity to promote redevelopment of the area.

3. The creation of an isolated district unrelated to adjacent and nearby districts.

Consistency analysis: The primary use of the proposed rezone is for the existing multi-family residential buildings. The adjacent uses are consistent with the Urban Center Mixed Use land use designation. Rezoning to RMF would permit the continued use of the existing buildings as multi-family residential.

The proposed rezone, if adopted, will create an isolated district, as it will be the only multi-family zoning in the area. As mentioned above, the area was vacated years ago and repurposing the existing buildings and infrastructure may spur additional redevelopment in the area, which may be more important to the Board than creating an isolated zoning district.

4. The impact on the availability of adequate public facilities consistent with the level of service standards adopted in the Comprehensive Plan, and as defined and implemented through the DeSoto County concurrency regulations.

Consistency analysis: FLUE Policy 1.22.5 Concurrency Information/Data requires the County maintain a concurrency database and monitoring system. This is to ensure projects approved are subject to the minimum criteria required for public facilities. This is done via a concurrency determination

showing that there is not a reduction of the level of service below the adopted standard. Policy 1.22.5 provides for roadways, recreation and open space, solid waste, potable water and sanitary sewer. Future development applications will be required to be consistent with this policy.

Policy 1.9.4 of the Future Land Use Element requires all development within the Urban Center Mixed Use category to connect to centralized public water and wastewater facilities. The County's utility ordinance provides more specific guidance and requires a connection if the land is located within 200 feet of existing utility infrastructure. This level of review will be performed with the Development Plan and Improvement Plan, in addition to an analysis of the remaining wastewater treatment facility capacity.

In terms of traffic, the applicant will be required to submit a traffic analysis showing how the project will affect the roadway network and identify any improvements needed to support the future project.

Based on the above findings it is concluded the application will be more thoroughly reviewed with future development applications to determine the impact and availability of adequate public facilities to support the level of service standards

5. Whether the existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for changes.

Consistency analysis: The existing PUD zoning district boundaries were drawn to reflect a rezoning application with a Concept Development Plan and are not considered to be illogically drawn. However, since the PUD project was never fully executed and has now expired, rezoning to a different district may be found to be an appropriate change for the area.

6. Whether changed or changing conditions make the passage of the proposed amendment necessary.

Consistency analysis: Conditions have changed since the PUD zoning was adopted in 2015, as it was expected that the applicant would continue with the required development approval steps and building permits to realize the vision of their Concept Development Plan. Today, the PUD plan has expired, and the site must be rezoned to authorize a new course.

7. Whether the proposed change will adversely influence living conditions in the area.

*Consistency analysis: The 41.08-acre multi-family residential site, with 16 existing dwellings, is in an area of primarily office uses and vacant agricultural land. The Urban Center Mixed Use future land use category is placed in areas that can be found to support more intensive development. The rezone to RMF-8 is not expected to adversely influence living conditions in the area and can be found to be an appropriate transition from PUD. Based on the above it is concluded the application can be found in **conformance** with this factor.*

8. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Consistency analysis: A traffic study was not provided with the application. Future development applications will require a traffic analysis to demonstrate the maintenance of adopted levels of service on the roadway network.

*Based on the above, it is concluded the application can be found in **conformance** with this factor with conditions.*

9. Whether the proposed change will create a drainage problem.

Consistency analysis: The rezoning itself will not impact drainage and the applicant will be required to demonstrate compliance with drainage and stormwater needs with the future Improvement Plan.

The applicant is responsible for coordinating with the required State agencies (i.e., SWFWMD or DEP) and obtaining any required state permits prior to issuance of the Notice to Proceed.

*Based on the above, it is concluded the application can be found in **conformance** with this factor, with conditions.*

10. Whether the proposed change will seriously reduce light and air to adjacent areas.

Consistency analysis: Approval of the rezone will not have an impact on reducing light and air to adjacent areas. Additionally, a reduction of light and air to the adjacent areas is a function of total development vs. open space, building height, and building setbacks. Any future site plans and building permits will have to be consistent with the LDR standards, including maximum impervious surface coverage and setbacks.

*Based on the above findings, it is concluded the application can be found to be in **conformance** with this factor.*

11. Whether the proposed change will adversely affect property values in the adjacent area.

Consistency analysis: Absent an analysis from a certified property appraiser, it is difficult to understand how the proposed rezoning will impact area property values. The Comprehensive Plan expressly permits multi-family residential uses in the Urban Center Mixed Use Future Land Use Category, as set forth in Policy 1.9.2. The development standards contained in the RMF-

*8 zoning district regulate minimum lot size, setbacks, maximum impervious lot coverage, and the required separation between structures. Given that the existing PUD zoning will not currently allow for any development since it is out of compliance with the PUD approval, rezoning the property to RMF-8 is not expected to adversely affect property values in the adjacent area. Based on the above finding, it is concluded the application can be found in to be in **conformance** with this factor.*

12. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

*Consistency analysis: The proposed RMF-8 rezoning is not expected to be a deterrent to the improvement or development of adjacent properties and could be a catalyst for the redevelopment of the area. Changing the zoning from PUD to RMF-8 will bring the existing multi-family residential parcel into conformance with the LDR. Based on the above finding, it is concluded the application can be found to be in **conformance** with this factor.*

13. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Consistency analysis: The proposed change, as evaluated pursuant to the Comprehensive Plan and LDR will not grant special privilege to an individual owner, as contrasted with the public welfare.

14. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

Consistency analysis:

The property cannot be used under the current PUD zoning approval, as the project has been split into several parcels and sold to different owners, which is inconsistent with the adopted concept plan and in violation of a condition of the PUD Ordinance. If adopted, the rezone to RMF-8 will allow for the use of the existing homes on site, including utility upgrades planned by the property owner, but it will also allow for redevelopment of the parcel up to 205 multi-family units.

15. Whether the change suggested is out of scale with the surrounding area.

Consistency analysis: The proposed rezone is an existing multi-family residential parcel with PUD zoning. The concept plan approved with the PUD was never implemented and portions of the PUD were sold to various owners.

The 41.08-acre multi-family residential site, with 16 existing dwellings, is a part of the original Power Auto Corp PUD, which is currently an abandoned development made up of residential, office, industrial, and commercial uses as well as vacant agricultural land. Staff is not currently aware of any additional structures planned for the property, but the property could be redeveloped in accordance with the RMF-8 zoning, if adopted.

The Land Development Regulations provide proportionate protection to surrounding property owners and their uses in terms of setbacks, and buffers. Residential Multi-Family District – 8 (RMF-8) standards are as follows: front (35 feet), side (20 feet), and rear (30 feet). Maximum impervious lot coverage is 50%.

Given the plan to use the existing homes, with these standards, the proposed rezoning will not result in development that is out of scale with the surrounding area.

In summary, the Development Director finds the application can be found to be in conformance with the 15 factors to consider when rezoning land and, therefore, concludes the application can be found in conformance with LDR Section 20-1498(a).

A. **Conditions and Safeguards.** LDR Section 20-1499 allows the imposition of conditions to safeguard surrounding areas from potential incompatibilities generated by the application.

1. The Planning Commission may recommend that a rezoning application or an application to amend the LDRs be approved subject to conditions and safeguards, including but not limited to limiting the use of the property to certain uses provided for in the requested zoning district.

Consistency analysis: Conditions cannot be placed on a Euclidean zoning district, and therefore, this criterion is not applicable.

2. The Board of County Commissioners, after receiving the recommendation from the Planning Commission on an application for rezoning or an application to amend the LDRs, may grant or deny such rezoning or amendment and may make the granting conditional upon such conditions and safeguards as it may deem necessary to ensure compliance with the intent and purposes of the Comprehensive Plan.

Consistency analysis: The Board of County Commissioners is scheduled tentatively to consider the application at their duly noticed May 26, 2026, public hearing. As stated above, conditions cannot be placed on a straight rezoning.

B. **Public notice requirements.** LDR Section 20-1502 requires notice of the date, time and place of the public hearings by the Planning Commission and Board of County Commissioners shall:

1. Be sent at least 10 days in advance of the hearings by mail to ten surrounding property owners or all owners of property within 1,000 feet of the property line of the land subject to the special exception use application; and
2. Have at least one sign posted on each road frontage; and
3. Be advertised in a newspaper of general circulation in DeSoto County at least 10 days prior to each public hearing.

Public notice was provided in accordance with the LDR requirements, and such notice is on file.

IV. ATTACHMENTS

Exhibit A: General Location Map

Exhibit B: Interim 2040 Future Land Use Map (FLUM)

Exhibit C: Official Zoning District Atlas

Exhibit D: Proposed Ordinance

V. FINDINGS AND CONCLUSIONS

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

- A. The Development Director finds the subject property consists of a +/- 41.08-acre site located in central DeSoto County, west of SE Highway 31 at 5906 SE Residential Way.
- B. The Development Director finds the Interim 2040 Future Land Use Map shows the property is designated Urban Center Mixed Use.
- C. The Development Director finds the Official Zoning District Atlas shows the property is currently zoned Planned Unit Development (PUD).
- D. The Development Director finds that on November 21, 2023, an Official Zoning District Atlas amendment application (RZNE-0046-2023) was filed by the owner, Maria's Rentals LLC, which application proposes to change the zoning district to Residential Multi-Family - 8 (RMF-8).
- E. LDR Section 20-1345 requires the application be complete and in writing. The Development Director found the filed application was submitted in writing and complete.
- F. LDR Sections 20-1345(c) provides the complete application should be distributed to the Development Review Committee (DRC) for comments. The Development Director finds the application was distributed to the DRC.

- G. LDR Section 20-1496(b) requires the Planning Commission to review the application at a public hearing and a duly noticed quasi-judicial Planning Commission public hearing that is scheduled for May 5, 2026.
- H. LDR Section 20-1498(a) requires consistency with the Comprehensive Plan. The application has been reviewed against the Comprehensive Plan and it is concluded the application is consistent with the Comprehensive Plan.
- I. LDR Division 7 establishes an adoption process, and the Development Director concludes the application has been processed in conformance with that requirement because the application has been scheduled for Planning Commission and Board of County Commissioners public hearings.
- J. LDR Section 20-1498 also includes criteria that must be considered when reviewing the application. The Development Director finds and concludes the rezone application generally meets those requirements, and the RMF-8 zoning may be adopted by the Board.
- K. The LDR establishes specific public notice requirements for an Official Zoning District amendment application. The Development Director finds and concludes the application has been noticed in conformance with the public hearing requirements and public hearings have been scheduled before the Planning Commission and Board of County Commissioners.

VI. ALTERNATIVE ACTIONS

The DeSoto County Planning Commission/Local Planning Agency may take one of the following alternative actions:

- A. Enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing and recommend to the Board of County Commissioners to adopt the findings and conclusions contained herein, and adopt

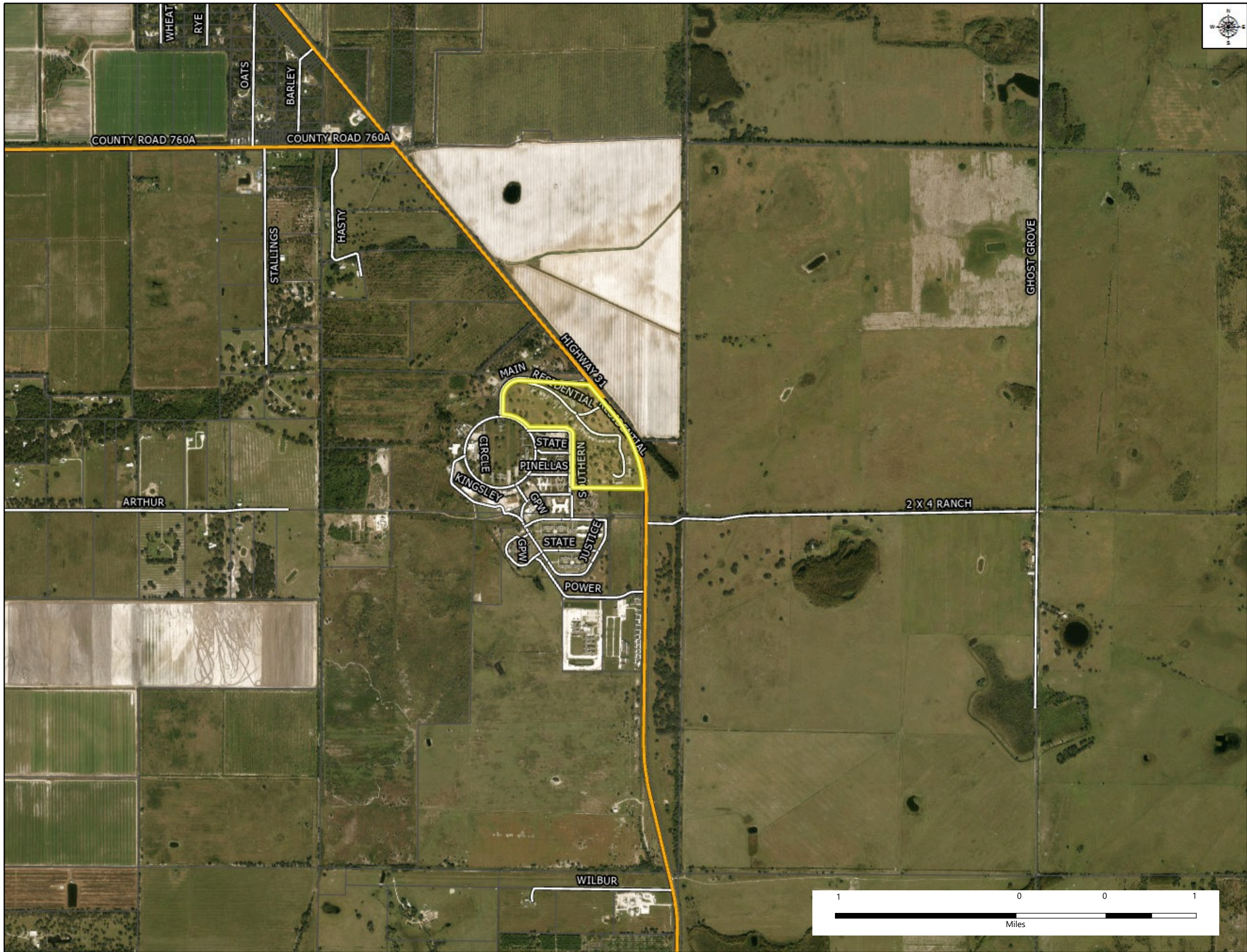
the proposed Ordinance as presented.

- B. Enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing, amend the findings and conclusions contained herein, and recommend to the Board of County Commissioner deny the proposed Ordinance.

VII. PUBLIC HEARINGS

A. Planning Commission. Scheduled for May 5, 2026.

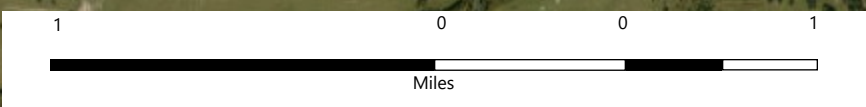
B. Board of County Commissioners: Scheduled for May 26, 2026.



Location Map
Maria's Rentals

- Street Labels
- Major Road Labels
- County Boundary
- Major Roads
- Streets
- Parcels

April 20, 2026



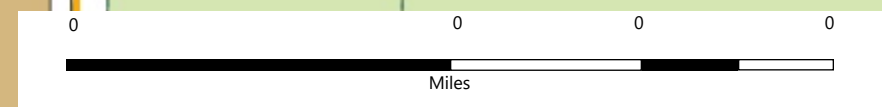


Title



- Address Point Labels
- Street Labels
- Major Road Labels
- Zoning Labels
- Zoning Designation
- A-10
- A-5
- CE
- CG
- CITY
- CN
- IH
- IL
- ILE
- MHP
- MHS
- P/I
- PM-1
- PUD
- RM
- RMF-12
- RMF-6
- RMF-8
- RMF-M
- ROI

March 8, 2024



Prepared By
HORNER SHIFRIN

Comprehensive Plan Goals, Objectives, and Policies

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

Land Use Categories	Base Density/Intensity
Rural/Agricultural	Non-residential – up to 0.4 FAR maximum
Employment Center	Non-residential – up to 0.5 FAR maximum

FLUE Policy 1.1.11: *Rezoning.* The zoning amendment criteria in the LDR shall be used to determine if a rezoning request to a new district is appropriate for a given property, in accordance with the Comprehensive Plan. The following general criteria, at a minimum, will be considered as part of the rezoning review process:

- (1) Location, availability and capacity of public services and facilities.
- (2) Proximity to similar densities/intensities.
- (3) Location within transportation network.
- (4) Environmental protection

FLUE Objective 1.3: *Rural/Agricultural Use Category Defined.*

The intent of the Rural Land Use Category is primarily agricultural, pastoral, and rural residential development. This district is designed to accommodate traditional agricultural uses and conservatory measures, where appropriate, while protecting the rural areas of the County. The intent of this category is to permit a reasonable use of the property, at a gross density of no more than one dwelling per ten (10) acres. At the same time, the intent is to prevent the creation of conditions, which would endanger, damage, or destroy the agricultural base of the County, the environmental resources of the County, the potable water supply and the wildlife resources. The first priority of this category is agricultural use.

MEASURABLE TARGET: Total acres taken out of Rural/Agricultural Land Use category.

FLUE Policy 1.3.1: The primary use and function of the Rural/Agricultural areas, as designate on the Future Land Use Map, shall be to protect and encourage agricultural activities and to protect unique native habitats and maintain open

space, while providing for rural residential uses.

FLUE Policy 1.3.2: Agricultural uses, as defined by F.S. 193.461, are permitted within the Rural/Agricultural category. Additional setbacks are required for intense uses when adjacent to non-agricultural future land use categories and zoning districts.

FLUE Policy 1.3.4: The rezoning of lands to industrial may be allowed within the Rural/Agricultural category, only when permitted by the Board of County Commissioners in conjunction with approval for a Special Exception or Planned Unit Development. Any Industrial use shall be buffered and spaced appropriately to minimize potential impacts on adjacent agricultural and residential uses. The following minimum standards shall apply:

- (1) A minimum of 10 acres;
- (2) Shall be appropriately buffered from agricultural and residential uses and zoning districts;
- (3) Maximum Floor Area Ratio of 0.7;
- (4) Shall submit and receive site plan or preliminary plat (PUD) approval in conjunction with such zoning request;
- (5) Exclude electrical generating facilities (power plants)

FLUE Policy 1.3.5: Property rezoned to Industrial is intended for uses of a nature not permitted within an urban center, new community, or other non-industrial area. Those uses include:

- (1) Sales and service of trucks and heavy equipment;
- (2) Wholesale establishments, warehousing, bulk storage;
- (3) Asphalt and cement plants, saw mills;
- (4) Railroad siding;
- (5) Manufacturing, warehousing, storing, processing, canning, packing, slaughter houses, marinas, commercial boat houses, commercial boat storage, boat building, boat yards;
- (6) Storage of agricultural vehicles not used on subject property for agricultural purposes;
- (7) In and outdoor firing range
- (8) Sale and repair of new & used automobiles, motorcycles, trucks & tractors, mobile homes, boats, automotive vehicle parts & accessories, heavy machinery & equipment, farm equipment, retail establishments for sale of farm supplies;
- (9) Bulk storage yards, not including bulk storage of flammable liquids, subject to

the provisions of the County or State Fire Codes;
(10) And other similar uses

FLUE Objective 1.8: Employment Center Land Use Category Defined. The Employment Center Land Use category promotes multiple types of non-residential, employment generating land uses.

FLUE Policy 1.8.2: Employment Center Land Use Category Uses. Non-residential land uses, such as, industrial, office, and institutional. Support uses to serve the employment center are also permitted.

FLUE Policy 1.8.4: A mixture of uses shall be provided within the Employment Center category:

- (1) A minimum of 50 percent of the area shall be utilized for Industrial and non-service based employment uses.
- (2) No greater than 10 percent of the area shall be utilized for commercial/retail uses.
- (3) Ancillary commercial uses in support of manufacturing or assembly of on-site products (display/sales) are permitted and will not be measured against the commercial mixture of the category.

FLUE Policy 1.8.5: All development within an Employment Center Land Use category shall connect to DeSoto County public water and wastewater facilities.

FLUE Objective 1.12: Conservation Overlay Designation (COD). The Interim 2040 Conservation Overlay Map (FLUEMS 4) identifies public and private lands that may possess environmental limitations, such as floodplain, wetland, and other environmentally sensitive areas, including but not limited to, sloping topography subject to soil erosion, wildlife habitat areas, hydric soils, and special vegetative communities, but have not been confirmed as such and shall be protected to the greatest extent possible. Modifications of the boundaries are permitted upon submittal of data and analysis, or field inspection by qualified personnel which support the establishment of a more appropriate boundary.

MEASURABLE TARGET: Acres of habitat and wetlands or species to be impacted or preserved as identified through environmental surveys, Environmental Resource Permits, and other actions in response to development in environmentally sensitive

environments.

FLUE Policy 1.12.3: *Conservation Overlay Designation Development Standards.*

- (1) A final determination of the suitability for development of any individual parcel, as it relates to a Conservation Overlay area on the Future Land Use Map, shall be determined prior to issuance of any development approval.
- (2) The Conservation Overlay Designation area on the Future Land Use Map is not to be considered the exact boundary of the conservation area, but to act as an indicator of a potential conservation area. The exact boundary shall be determined by an environmental site study by a qualified professional at the expense of the Developer and submitted for a determination to the Southwest Florida Water Management District or other agency with jurisdiction.
- (3) The Conservation Overlay Designation area is not all inclusive and other areas that do not fall within the COD boundaries that meet the definition of being environmentally sensitive areas are also subject to the regulations affecting them. These areas include protected plant and animal habitat.
- (4) Development proposals shall require the submittal of an Environmental Site Study indicating as to the extent of the impact of development or redevelopment for any lands within Conservation Overlay Designation areas and other environmental concerns.
- (5) Environmental Site Studies shall provide evidence and an inventory of wetlands; soils posing severe limitations to construction; unique habitat; endangered species of wildlife and plants; significant historic structures and/or sites; and areas prone to periodic flooding (areas within the 100-year floodplain).
- (6) DeSoto County shall require identification of proposed impacts to the natural functions of any resources by any development or redevelopment that proposes to be placed in/on, to disturb, or to alter identified areas. Compensation and Mitigation plans shall also be provided.
- (7) Such identification shall occur during the development review process and provide the opportunity for DeSoto County to review the proposed project so that direct and irreversible impacts on the identified resources are avoided, minimized, or in the extreme, mitigated.
- (8) Natural resources discovered as a result of the required Environmental Site Study will be protected in accordance with state and federal law. The Environmental Site Study will require that a qualified professional analyze the natural functions of eco-systems and connectivity of resource corridors. A conservation easement, or other protective measure, may be required to protect the functions of natural resources. Mitigation may be allowed on a case-by-case

basis through the appropriate reviewing agencies.

(9) If an area is determined to be developable and not within the Conservation Overlay Designation, then the underlying future land use category shall apply.

FLUE Policy 1.12.4: Any development of a site which includes property determined to be in a Conservation Overlay Designation area, is required to submit a site-specific plan for approval. The plan shall include the clustering of density away from the protected areas and resources. Developments that include Conservation Overlay Designations, but cluster all development activities outside of the Overlay, may be reviewed via a Site Plan Approval process. The following restrictions shall apply to areas determined to be in the COD:

(1) Density transfers out of areas determined to be within the Conservation Area may occur on-site with the following density transfer allowed:

- (a) Rural/Agricultural Land Uses shall be consistent with the underlying zoning
- (b) Low Density Residential Land Uses shall be 1 unit per 4 acres.
- (c) Medium Density Residential, Neighborhood Mixed Use, and General Mixed Use Districts shall be 1 unit per 2 acres.

(2) Development within the Conservation Overlay area shall be restricted to 1 unit per 10 acres and a FAR of 0.1, unless otherwise provided for herein. All development shall be directed away from wetlands.

FLUE Policy 1.12.6: The County shall prohibit all development within, and direct development away from, wetlands, unless otherwise approved by the appropriate reviewing agency. Site enhancement for conservation purposes and Best Management Practices including, without limitation, the use of isolation berms to protect water quality and prevent wildlife from migrating into developed areas shall not be deemed “development” for the purposes of this policy, when used pursuant to phosphate mining.

(1) When wetland impacts cannot be avoided, DeSoto County shall require a specific management plan to be prepared by the developer, which results in no net loss of wetlands or wetland functions and which includes necessary modifications to the proposed development, specific setback and buffers, and the location of development away from site resources, to protect and preserve the natural functions of the resource.

(2) The minimum setback shall be 15 feet and the average of all setbacks from the wetland resource shall be 25 feet, unless otherwise permitted by the appropriate reviewing agency. Best Management Practices, including, without limitation, the use of isolation berms to protect water quality and prevent wildlife from migrating

into developed areas shall be permitted within the setback areas, when used pursuant to phosphate mining.

(3) Areas designated as natural buffers shall preserve all natural vegetative cover, except where drainage ways, access ways or phosphate mining corridors are approved to cross the buffer, or when contrary to Best Management Practices. Buffers may be supplemented only with native trees, shrubs and ground covers.

FLUE Policy 1.12.8: On all existing parcels of land, development shall be located away from wetlands and floodplains on the upland portion of the site, unless otherwise permitted by an authorized agency and permissible within this Plan. Where no upland exists, development may occur so long as all applicable environmental permitting requirements can be satisfied. All future subdivision of land shall contain adequate uplands for the permitted use.

FLUE Policy 1.14.2: Use compatibility. Compatibility between uses will be defined by level of density and intensity rather than by use, with the exception of large-scale public uses such as airports, regional hospitals, refineries and correctional institutions.

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

FLUE Policy 1.17.2: Land uses that generate high traffic counts shall be encouraged to locate adjacent to arterial and collector roads.

FLUE Policy 1.17.3: The County shall require an adequate quantity of on-site parking to accommodate land uses, and encourage shared parking facilities for multiple uses.

FLUE Policy 1.17.4: The County shall require new developments to provide safe and convenient on-site pedestrian and vehicular traffic flow.

Conservation Element

Groundwater Resources:

Policy 1.2.10: All requests for development shall be reviewed to ensure that potential impacts of the proposed development do not degrade the water quality

and quantity of groundwater resources.

Policy 1.2.15: DeSoto County shall protect groundwater recharge areas throughout the County by requiring properly functioning stormwater management systems meeting drainage LOS standards and a minimum percentage of 15% pervious open space for all non-residential development projects and a minimum of 25% pervious open space for residential development projects. This may be further restricted in the LDRs through individual zoning districts and other development performance standards.

Surface Water Resources:

Policy 1.4.3: The County shall identify and require the creation of upland buffer zones, in accordance with the regulations of the water management districts, between development and surface water, environmentally sensitive areas, and wetlands in order to protect these natural resources from the activities and impacts of development.

Wetland Protection:

Objective 1.5: Wetland Protection. Wetlands and the natural functions of wetlands shall be conserved, protected, and restored from activities which alter their physical and hydrological nature to ensure the filtration of water to enhance water quality, provide flood control, maintain wildlife habitat, and offer recreational opportunities, which enhance the quality of life in DeSoto County.

Policy 1.5.1: The County, as part of its development review process, shall require the coordination of development plans with the Florida Department of Environmental Protection, the Southwest Florida Water Management District or other appropriate regulatory agency, to assist in monitoring land uses which may impact potential wetlands as shown on the National Wetlands Inventory (shown as part of the Conservation Overlay Area on the FLUM).

Policy 1.5.2: The County shall require that all development proposals be accompanied by evidence that an inventory of wetlands; soils posing severe limitations construction; unique habitat; endangered species of wildlife and plants; significant historic structures and/or sites; has been conducted.

Policy 1.9.16: Developers shall be required to identify wildlife habitat, and endangered and threatened species as part of the development review process and shall be required to submit mitigation measures for review as part of the County's development review process.

DESOTO COUNTY, FLORIDA
ORDINANCE 2026- _____

AN ORDINANCE OF THE DESOTO COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS AMENDING THE OFFICIAL ZONING ATLAS IDENTIFIED IN LAND DEVELOPMENT REGULATIONS ARTICLE 2, ZONING DISTRICTS AND REQUIREMENTS, SECTION 20-31, ESTABLISHMENT OF ZONING DISTRICTS; GRANTING TO THE APPLICANT, MARIA’S RENTALS LLC, AN OFFICIAL ZONING DISTRICT ATLAS AMENDMENT (RZNE-0046-2023) BY CHANGING THE ZONING DISTRICT OF +/- 41.08 ACRES FROM PLANNED UNIT DEVELOPMENT (PUD) TO RESIDENTIAL MULTI-FAMILY - 8 (RMF-8) ON PROPERTY GENERALLY LOCATED IN CENTRAL DESOTO COUNTY, AT 5906 SE RESIDENTIAL WAY; THE PROPERTY IDENTIFICATION NUMBER BEING 27-38-25-0000-0072-0000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is owned by Maria’s Rentals LLC and consists of a +/- 41.08 -acre property, generally located in central DeSoto County, at 5906 SE Residential Way, the Property Identification Number being 27-38-25-0000-0072-0000 (Exhibit A); and

WHEREAS, the Interim 2040 Future Land Use Map shows the +/- 41.08 -acre parcel is designated Urban Center Mixed Use (Exhibit B); and

WHEREAS, an Official Zoning District Atlas amendment application was filed with the Development Department, to change the zoning district of the property from Planned Unit Development (PUD) to Residential Multi-Family-8(RMF-8) (Exhibit C); and

WHEREAS, consistent with LDR Sections 20-1497 and 20-1498, the Development Director prepared a Development Review Report addressing the factors that the Planning Commission must consider when making a recommendation to the Board of County Commissioners on an Official Zoning District Atlas amendment application; and

WHEREAS, consistent with LDR Section 20-1502, both the Planning Commission and County Commission public hearings were noticed per the requirements; and

WHEREAS, at the May 5, 2026, Planning Commission hearing, the Commission entered into the record the Development Review Report and all other competent

substantial evidence presented at the hearing, adopted the findings and conclusions contained therein, and forwarded the record to the Board of County Commissioners with a recommendation that the proposed Ordinance be adopted as presented; and

WHEREAS, on May 26, 2026, the DeSoto Board of County Commissioners (Board) held a duly noticed public hearing on application number RZNE-0046-2023, and the Board considered the Development Review Report and recommendation, the Planning Commission recommendation and all substantial competent evidence presented at the Planning Commission hearing, all other competent substantial evidence presented at the Board public hearings, and determined that the application complies with the DeSoto County Comprehensive Plan, the Land Development Regulations and all other applicable regulations; and

WHEREAS, the Board finds adoption of this Ordinance is in the best interest of the residents of DeSoto County, Florida.

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

Section 1. *Incorporation.* The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Ordinance. In addition, the Development Review Report is the findings and conclusions to support the adoption of this ordinance and is incorporated herein by reference.

Section 2. *Property description.* A +/- 41.08-acre property generally located in central DeSoto County, at 5906 SE Residential Way, the Property Identification Number being 27-38-25-0000-0072-0000.

Section 3. *Development order approval,* Maria’s Rentals LLC, owner, is hereby granted an Official Zoning District Atlas amendment (RZNE-0046-2023) changing the zoning district of +/- 41.08-acres from Planned Unit Development (PUD) to Residential Multi-Family-8 (RMF-8).

Section 4. The Development Department is hereby directed to amend the Official Zoning District Atlas to codify the change approved by this Ordinance.

Section 5. This Ordinance shall take effect, as prescribed by law.

PASSED AND DULY ADOPTED in DeSoto County, Florida this 26th day of May 2026.

ATTEST:

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

By: _____

Mandy J. Hines
County Administrator

By: _____

Steve Hickox, Chair
Board of County Commissioners

Approved as to Form and Correctness:

By: _____

Valerie Vicente,
County Attorney

Exhibit A: General Location





DeSoto County

5/26/2026

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 / Debra Brantley / Rezone (RZNE-0082-2026)

REQUESTED MOTION:

A motion to adopt/deny the proposed ordinance for the rezone and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

SUMMARY:

The request is for an Official Zoning District Atlas Amendment (Rezone), application (RZNE-0082-2026) filed by the Owners, Ronald Lee Brantley and Debra Brantley, to change the zoning of ±1.13 acres from Agricultural-5 (A-5) to Residential Single Family-1 (RSF-1).

The property is generally located in central DeSoto County on the east side of SW Hillsborough Avenue and in the Low Density Residential Future Land Use Category.

BACKGROUND:

The applicant has filed the rezoning application as a needed step to qualify for a building permit under the Rebuild Florida Housing Repair and Replacement Program, funded by the US Department of Housing and Urban Development (HUD) to help eligible homeowners repair, rebuild, or replace homes damaged by major storms. The owner is receiving assistance from this program. The application for rezone was submitted to the Development Department by Ronald Lee Brantley and Debra Brantley and accepted on February 10, 2026.

The Interim 2040 Future Land Use Map of the Comprehensive Plan shows the subject property is located in the Low Density Residential Future Land Use Category and the Official Zoning District Atlas shows the land is zoned Agricultural-5 (A-5).

The subject property is non-conforming due to the size (5 acres minimum required) but it

ITEM #: 11.

is unclear when the 1.13-acre parcel was created. Research on the Property Appraiser's website shows the parcel has existed since May 1, 2003, according to a recorded Quit Claim Deed (Book 543 Page 121).

Approval of the proposed rezoning will bring the subject property into compliance with the minimum standards of the Residential Single Family-1 (RSF-1) district and eliminate the non-conformity for the subject property.



DESOTO COUNTY DEVELOPMENT DEPARTMENT

STAFF REPORT –OFFICIAL ZONING DISTRICT ATLAS AMENDMENT

CASE INFORMATION

Application No.:	RZNE-0082-2026
Request:	Rezone from A-5 to RSF-1
Owner/Applicant:	Ronald Lee Brantley and Debra Brantley
Property Address:	2038 SE Hillsborough Avenue, Arcadia FL 34266
Parcel ID No.:	07-38-25-0000-0674-0000
Parcel Size:	1.13 acres
Future Land Use (FLU):	Low Density Residential
Current Zoning:	Agricultural-5
Proposed Zoning:	Residential Single Family-1
Overlay District:	None

EXECUTIVE SUMMARY

The request is for an Official Zoning District Atlas Amendment (Rezone), application (RZNE-0082-2026) filed by the Owners, Ronald Lee Brantley and Debra Brantley, to change the zoning of ±1.13 acres from Agricultural-5 (A-5) to Residential Single Family-1 (RSF-1).

The property is generally located in central DeSoto County on the east side of SW Hillsborough Avenue and in the Low Density Residential Future Land Use Category.

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 applicant has filed the rezoning application as a needed step to qualify for a building permit under the Rebuild Florida Housing Repair and Replacement Program, funded by the US Department of Housing and Urban Development (HUD) to help eligible homeowners repair, rebuild, or replace homes damaged by major storms. The owner is receiving assistance from this program. The application for rezone was submitted to the Development Department by Ronald Lee Brantley and Debra Brantley and accepted on February 10, 2026.

The Interim 2040 Future Land Use Map of the Comprehensive Plan shows the subject property is located in the Low Density Residential Future Land Use Category and the Official Zoning District Atlas shows the land is zoned Agricultural-5 (A-5).

The subject property is non-conforming due to the size (5 acres minimum required) but it is unclear when the 1.13-acre parcel was created. Research on the Property Appraiser's website shows the parcel has existed since May 1, 2003, according to a recorded Quit Claim Deed (Book 543 Page 121).

Approval of the proposed rezoning will bring the subject property into compliance with the minimum standards of the Residential Single Family-1 (RSF-1) district and eliminate the non-conformity for the subject property.

II. PROPOSED ORDINANCE

AN ORDINANCE OF THE DESOTO COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS AMENDING THE OFFICIAL ZONING ATLAS IDENTIFIED IN LAND DEVELOPMENT REGULATIONS ARTICLE 2, ZONING DISTRICTS AND REQUIREMENTS, SECTION 20-31, ESTABLISHMENT OF ZONING DISTRICTS; GRANTING TO THE APPLICANT, DEBRA BRANTLEY, AN OFFICIAL ZONING DISTRICT ATLAS AMENDMENT (RZNE-0082-2026) BY CHANGING THE ZONING DISTRICT OF +/- 1.13 ACRES FROM AGRICULTURAL - 5 (A-5) TO RESIDENTIAL SINGLE FAMILY-1 (RSF-1) FOR PROPERTY GENERALLY LOCATED IN CENTRAL DESOTO COUNTY, 2038 SE HILLSBOROUGH AVENUE, THE PROPERTY IDENTIFICATION NUMBER BEING 07-38-25-0000-0674-0000; AND PROVIDING FOR AN EFFECTIVE DATE.

II. DATA & ANALYSIS

In all quasi-judicial proceedings, the applicant shall bear the burden of demonstrating by competent and substantial evidence that the application satisfies the standards and requirements of the LDR and the Comprehensive Plan. LDR Article XI, Administration and Enforcement, Division 7 addresses Official Zoning District Atlas (rezoning) amendment and text amendment applications. LDR Section 20-1650 defines the Official Zoning District Atlas as scaled-based maps of the unincorporated area of the County depicting the land features, roads and property lines overlaid with zoning district boundaries adopted by the DeSoto County Board of County Commissioners, certified and dated by the Board Chairman, as may be amended from time to time. Zoning District symbols are depicted within each boundary.

A. Comprehensive Plan Consistency

The rezoning application can be found to be consistent with the following Comprehensive Plan policies:

FLUE Objective 1.1: Land Use Categories Established. The generalized land use categories depicted in the Interim 2040 Future Land Use Map Series are intended to establish varying degrees of environmental protection and intensity of development, transitioning from the

natural environment to the most intense development areas by gradually increasing density and urban character.

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

Land Use Categories	Base Density/Intensity
Low Density Residential	Up to 2 du/acre

Consistency analysis: The property is currently designated Low Density Residential Land Use on the Future Land Use Map and the proposed rezone to RSF-1 will allow one residence on the property, consistent with the density limitations.

*Based on the above findings, it is concluded the application can be found to be **consistent** with this policy.*

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: The rezoning review process has considered the above criteria. Public utilities are not available to this site. There does not appear to be a negative impact to existing or planned public infrastructure. The proximity of potential development to the surrounding area has been considered and can be found to be compatible in terms of similar density. The area to the north is developed with the El Dorado Mobile Home Park containing very small lots. There is a single-family subdivision (Ambra Kay) located to the west with lots that average 0.5 acre. The proposed rezone to RSF-1 is more consistent with the established development patterns than the existing A-5 zoning. The subject property is acceptably located within the transportation network with access available to SW Hillsborough Avenue. The site is not located in the Conservation Overlay Designation (COD) and therefore environmental issues are not an issue for consideration of the rezone. The rezoning review has considered LDR Section 20-128 Residential Single-Family District standards and the requirements therein.

*Based on the above findings, it is concluded the application can be found to be **consistent** with this policy.*

Objective 1.4: Low-Density Residential Use Category Defined. The Low Density Residential Use category consists of low-density residential uses in progressive degrees of urban intensity with higher density in areas adjacent to the Medium Density Residential, Mixed Use Centers, General Mixed Use Centers and less density/intensity in areas adjacent to the Rural/Agricultural categories.

B. Compatibility Analysis

Directions	Future Land Use	Zoning District	Types of Land Uses
Site	Low Density Residential	Agricultural-5 (A-5)	Single-family home
North	Low Density Residential	Residential Multi Family Mixed (RMF-M)	Mobile homes
South	Low Density Residential	Agricultural-5 (A-5)	Nursery
East	Low Density Residential	Agricultural-5 (A-5)	Nursery
West	Low Density Residential	Residential Multi Family-6 (RMF-6)	Single family home & Tri-plex

The Compatibility Analysis Table illustrates that the surrounding uses can be found to be generally consistent with the Low Density Residential Future Land Use Category. The LDR provides specific minimum lot area and lot width, maximum density, minimum yard requirements, and maximum impervious lot coverage for the Residential Single Family zoning district to help to ensure compatibility between uses.

Consistency analysis: The proposed zoning generally aligns with the range of permitted uses allowed in the proposed 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 RSF-1 is consistent with the Low Density Residential Future Land Use category, which is the first step in evaluating the rezone request.	X	
(2) The existing land use pattern.	The compatibility table shows the existing land use pattern is comprised of smaller residential lots to the north and west, zoned RMF-M, & RMF-6, and larger lots to the south and east, zoned A-5. The rezoning of this property to RSF-1 can be found to be an appropriate extension of the existing land use pattern.	X	
(3) The creation of an isolated district unrelated to adjacent and nearby districts.	While there is no RSF-1 zoning contiguous to this site, the site is adjacent to residential zoning, located to the north and west. The RMF- M and the RMF-6 zoning requires a minimum lot size of 7,260 square feet and permits single family, duplexes, and multi-family residential. The RSF-1 district required a larger minimum lot size (43,560 square feet) and allows a single-family home. The proposed zoning can be found to be more consistent with the nearby districts than the existing A-5 zoning. Approval of the rezone to RSF-1	X	

	will not create an isolated district and can be found to be appropriate.		
(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 of an existing lot will not impact the availability of adequate public facilities, nor negatively impact the level of service standards.	X	
(5) Whether the existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for changes.	The existing A-5 zoning district boundaries that encompass the subject property are illogically drawn and the site is non-conforming in size due to the existing zoning. Rezoning the property to RSF-1 will correct this inconsistency.	X	
(6) Whether changed or changing conditions make the passage of the proposed amendment necessary.	While it is unclear when the subject lot was created, rezoning the property will rectify the existing non-conformity and allow the improvements to the property. The area has continued to transition from agricultural uses to a residential pattern supporting the change in zoning. There is currently a single-family residence on the property that has significant hurricane damage; and rezoning the land to RSF-1 will allow the replacement of the home.	X	
(7) Whether the proposed change will adversely influence living	The rezoning will not adversely influence living conditions in the area, RSF-1 zoning is compatible with the	X	

conditions in the area.	area and consistent with the established development pattern.		
(8) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.	The rezoning will not negatively impact traffic or public safety, as development will not be intensified on the property.	X	
(9) Whether the proposed change will create a drainage problem.	The rezoning will not impact drainage and is exempted from any State permitting from the Department of Environmental Protection. The FEMA flood map for this area is number 12027C0178C, effective on 11/06/2013. 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 have an impact on reducing light and air to adjacent areas	X	
(11) Whether the proposed change will adversely affect property values in the adjacent area.	The rezone to RSF-1 will not adversely affect property values.	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 RSF-1 will not be detrimental to the improvement or development of adjacent property.	X	

<p>(13) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.</p>	<p>The proposed change will not grant a special privilege to an individual owner as contrasted to the public welfare. The rezoning has been reviewed against the standard requirements of the Comprehensive Plan and Land Development Regulations and found to be appropriate.</p>	<p>X</p>	
<p>(14) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.</p>	<p>The property cannot receive a building permit to replace the hurricane damaged home onsite because the lot size is inconsistent with the minimum standard of the A-5 district. Rezoning the site to RSF-1 can be found to be appropriate based on an evaluation of the rezoning criteria contained in the LDR and will allow the property owner to rebuild their home.</p>	<p>X</p>	
<p>(15) Whether the change suggested is out of scale with the surrounding area.</p>	<p>The proposed rezone to RSF-1 is not out of scale with the surrounding area and approval of the RSF-1 zoning allows for development that is at an appropriate scale for the area. An RSF-1 zoned lot will provide a good transition in lot size from the smaller lots located to the north and west to the larger parcels zoned A-5, located to the east.</p>	<p>X</p>	

IV. FINDINGS & CONCLUSIONS

1. The subject property consists of a 1.13-acre site located in central DeSoto County, on the east side of SE Hillsborough Avenue.
2. The Interim 2040 Future Land Use Map shows the subject property is designated Low Density Residential.
3. The Official Zoning District Atlas shows the subject property is currently zoned Agricultural-5 (A-5), 1 dwelling unit per 5 acres.

4. On February 10, 2026, an Official Zoning District Atlas amendment application (RZNE-0082-2026) was filed by the owners, Ronald Lee Brantley and Debra Brantley, which application proposes to change the zoning district to Residential Single Family-1 (RSF-1), 1 dwelling units per acre.
5. Public notice was provided in accordance with LDR Section 20-1496(b) for the Planning Commission/LPA public hearing on May 5, 2026.
6. The application has been reviewed against the Comprehensive Plan and can be found to be consistent with the applicable policies.

V. STAFF EVALUATION

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.

VI. ALTERNATIVE ACTIONS FOR THE PLANNING COMMISSION

1. Motion to enter into the record the staff report, and all other competent substantial evidence submitted at the hearing and recommend approval the application for rezone.
2. Motion to enter into the record the staff report, and all other competent substantial evidence submitted at the hearing and recommend denial the application for rezone.

VII. HEARING SCHEDULE

- Planning Commission: Scheduled for May 5, 2026.
- Board of County Commissioners: Scheduled for May 26, 2026.

ATTACHMENTS

- Exhibit A – Location Map
- Exhibit B – FLU Map
- Exhibit C – Zoning Atlas Map

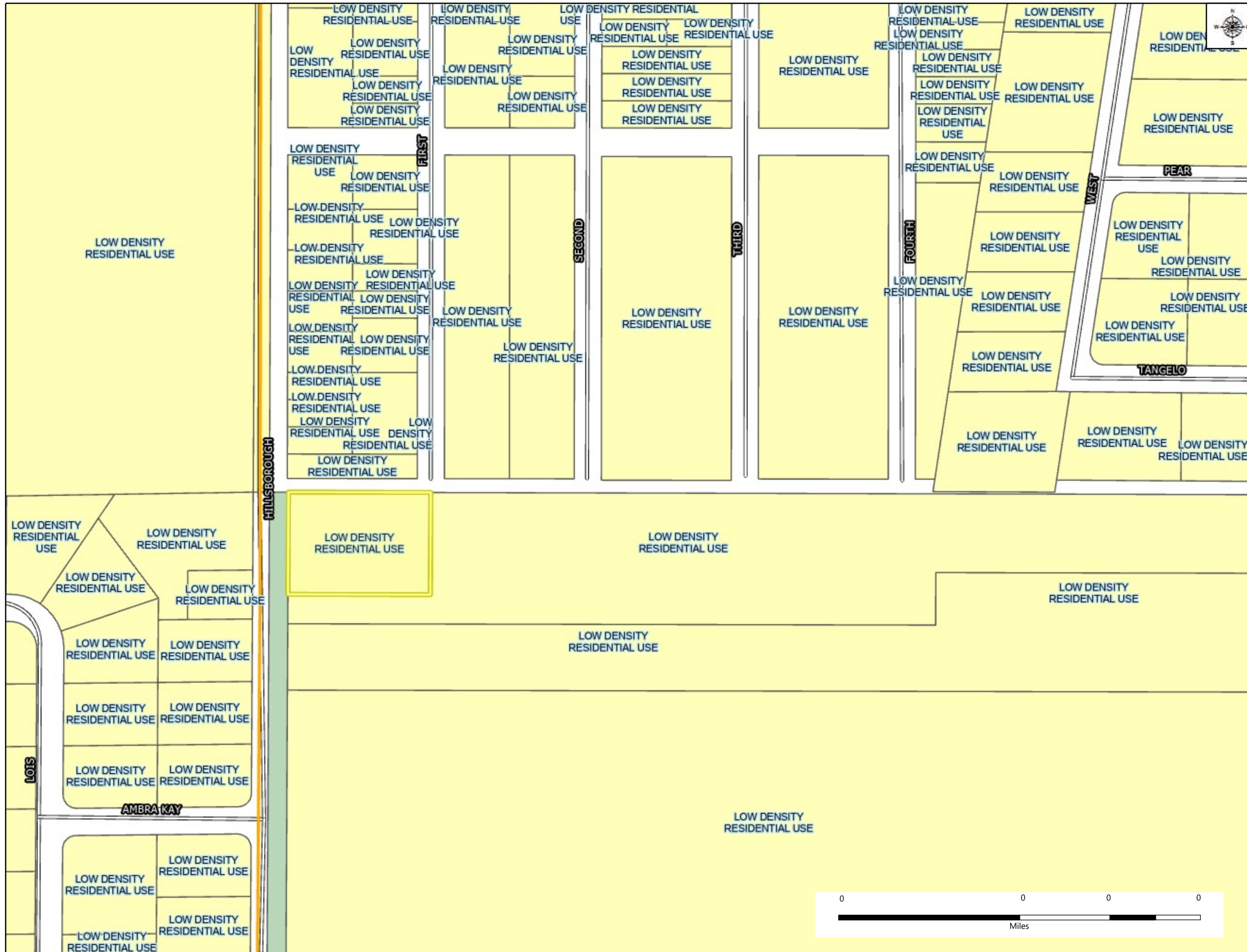


Location Map

- Street Labels
- Major Road Labels
-  County Boundary
-  Major Roads
-  Streets
-  Parcels

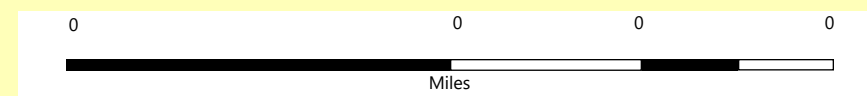
February 23, 2026





- Street Labels
- Major Road Labels
- FLUM Labels
- County Boundary
- Major Roads
- Streets
- Parcels
- FLUM 2040
 - Preservation
 - Rural/Agriculture
 - Low Density Residential
 - Medium Density Residential
 - Neighborhood Mixed Use
 - Employment Center
 - Commercial
 - Urban Center Mixed Use
 - Public Land/Institutional
 - Electrical Generating Facility

February 23, 2026



Zoning Map



- Street Labels
Major Road Labels
Zoning Labels
Zoning Designation
- A-10
 - A-5
 - CE
 - CG
 - CITY
 - CN
 - IH
 - IL
 - ILE
 - MHP
 - MHS
 - P/I
 - PM-1
 - PUD
 - RM
 - RMF-12
 - RMF-6
 - RMF-8
 - RMF-M
 - ROI
 - RSF

February 23, 2026



Prepared By
HORNER SHIFRIN

DESOTO COUNTY, FLORIDA
ORDINANCE 2026- _____

AN ORDINANCE OF THE DESOTO COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS AMENDING THE OFFICIAL ZONING ATLAS IDENTIFIED IN LAND DEVELOPMENT REGULATIONS ARTICLE 2, ZONING DISTRICTS AND REQUIREMENTS, SECTION 20-31, ESTABLISHMENT OF ZONING DISTRICTS; GRANTING TO THE APPLICANT, DEBRA BRANTLEY, AN OFFICIAL ZONING DISTRICT ATLAS AMENDMENT (RZNE-0082-2026) BY CHANGING THE ZONING DISTRICT OF +/- 1.13 ACRES FROM AGRICULTURAL – 5 (A-5) TO RESIDENTIAL SINGLE FAMILY-1 (RSF-1) FOR PROPERTY GENERALLY LOCATED IN CENTRAL DESOTO COUNTY, 2038 SE HILLSBOROUGH AVENUE, THE PROPERTY IDENTIFICATION NUMBER BEING 07-38-25-0000-0674-0000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is owned by Ronald Lee Brantley and Debra Brantley, and consists of +/- 1.13-acres, generally located in central DeSoto County, at 2038 SE Hillsborough Avenue, the Property Identification Number being 07-38-25-0000-0674-0000 (Exhibit A); and

WHEREAS, the Interim 2040 Future Land Use Map shows the +/- 1.13-acre parcel is designated Low Density Residential Future Land Use Category (Exhibit B); and

WHEREAS, an Official Zoning District Atlas amendment application was filed with the Development Department, to change the zoning district of the property from Agricultural -5 (A-5) to Residential Single Family-1 (RSF-1) (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 May 5, 2026 Planning Commission meeting; and

WHEREAS, on May 5, 2026 Planning Commission hearing, the Commission entered into the record the Development Review Report and all other competent substantial evidence presented at the hearing, adopted the findings and conclusions contained therein, and forwarded the record to the Board of County Commissioners with a recommendation that the proposed Ordinance be adopted as presented; and

WHEREAS, on May 26, 2026 the DeSoto Board of County Commissioners (Board) held a duly noticed public hearing on application number RZNE-0082-2026, 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 +/- 1.13-acre property generally located in central DeSoto County, at 2038 SE Hillsborough Avenue, the Property Identification Number being 07-38-25-0000-0674-0000.

Section 3. *Rezoning approval,* Ronald Lee Brantley and Debra Brantley, owners, are hereby granted an Official Zoning District Atlas amendment (RZNE-0082-2026) changing the zoning district of +/- 1.13-acres from Agricultural -5 (A-5) to Residential Single Family-1 (RSF-1),

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 on this 26th day of May, 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

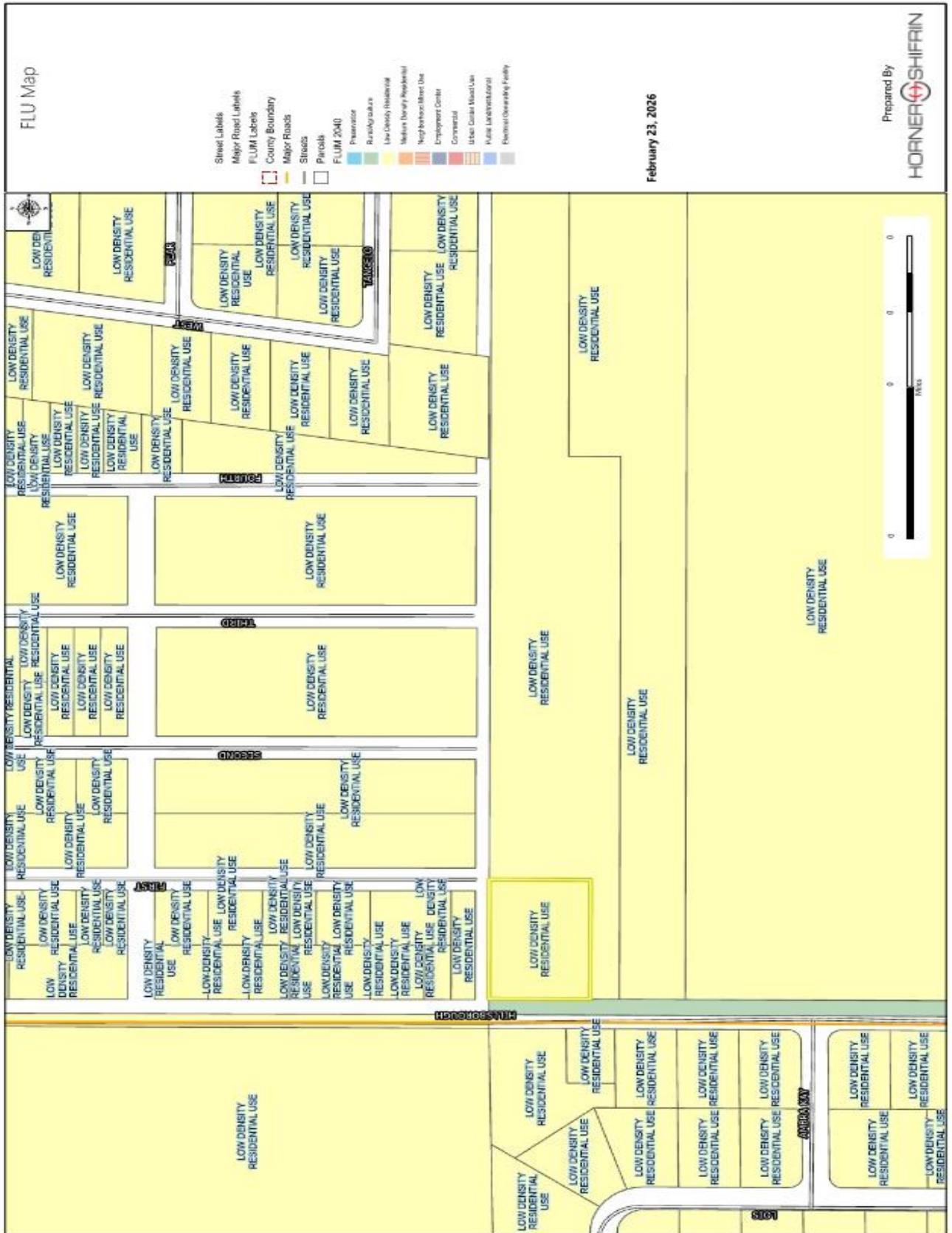


Exhibit C: Zoning Map





DeSoto County

5/26/2026

Item #: 12.

- 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 / Kings Crossing / Development Plan (SITE-0128-2023)

REQUESTED MOTION:

A motion to adopt/deny the proposed resolution for the development plan and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

SUMMARY:

The applicant requests approval of a Development Plan for a banquet hall, consisting of an existing “barndominium” to be used as the primary structure for the banquet hall with accessory structures on a +/- 17.74-acre parcel.

The property, identified with tax ID numbers 35-38-23-0000-0413-0000, 35-38-23-0000-0414-0000, and 35-38-23-0000-0411-0000 is located at 6420 SW CR 769, Arcadia.

BACKGROUND:

A boundary survey dated July 29, 2025, shows 3 parcels, Lots A, C, and D of the Powell Subdivision, 2-A. There is a gravel driveway leading from SW County Road 769 through the three parcels in a circular fashion.

The survey shows several structures, including a two-story residence (barndominium), porch, detached garage, future expansion (currently under construction as a guest house), a covered patio, several sheds and a variety of fencing.

The barndominium contains a homesteaded residence and the balance is used as a banquet hall.

ITEM #: 12.

The parcel is related to a code enforcement case (CE-23-0310) citing development without a permit. The subject Development Plan was filed to remedy the violation.

March 13, 2021: The applicant applied for a Zoning Verification (ZNVF-5583-2021) for a barn with living space. A building permit (BLDR-5628-2021) was issued on May 18, 2021, followed by the issuance of a Certificate of Occupancy on July 27, 2022.

April 28, 2023: A Code Enforcement complaint (CE-23-0310) was filed for development without a permit for a banquet hall that was operating without approval of a Development Plan.

November 6, 2025: a Zoning Verification (ZNVF-26136-2025) was issued for an expansion of an existing detached garage (aka pole barn) with living space (maximum of 699 square feet) for a guest house. The guest house was considered accessory to the homestead residence (2,796 square feet), located within the Banquet Hall/Barn. A building permit was subsequently issued for the new construction and inspections are ongoing.



*DESOTO COUNTY DEVELOPMENT DEPARTMENT
STAFF REPORT*

CASE #: SITE-0128-2023

REQUEST: Development Plan

PROPERTY OWNER: Rick L. Guinn & Denise B. D'Aprile
PO Box 195
Fort Ogden, FL 34267

ATTORNEY: Timothy Riley, Esq.
Gunster Law Firm
215 S. Monroe St. Suite 601
Tallahassee, FL 32301

PROPERTY ID: 35-38-23-0000-0413-0000,
35-38-23-0000-0414-0000,
35-38-23-0000-0411-0000

TOTAL PARCEL SIZE: +/- 17.74 acres

PROPERTY ADDRESS: 6420 SW CR 769, Arcadia, FL, 34269

FUTURE LAND USE DESIGNATION: Rural/Agricultural

ZONING DESIGNATION: Agricultural – 5 (A-5)

OVERLAY DISTRICT: Conservation Overlay

PROPOSED REQUEST:

The applicant requests approval of a Development Plan for a banquet hall, consisting of an existing “barndominium” to be used as the primary structure for the banquet hall with accessory structures on a +/- 17.74-acre parcel.

The property, identified with tax ID numbers 35-38-23-0000-0413-0000, 35-38-23-0000-0414-0000, and 35-38-23-0000-0411-0000 is located at 6420 SW CR 769, Arcadia (Exhibit A: Location).

BACKGROUND:

A boundary survey dated July 29, 2025, shows 3 parcels, Lots A, C, and D of the Powell Subdivision, 2-A. There is a gravel driveway leading from SW County Road 769 through the three parcels in a circular fashion.

The survey shows several structures, including a two-story residence (barndominium), porch, detached garage, future expansion (currently under construction as a guest house), a covered patio, several sheds and a variety of fencing.

The barndominium contains a homesteaded residence and the balance is used as a banquet hall.

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Data and Analysis
Future Land Use Designation and Zoning

A. Comprehensive Plan and Future Land Use Review

1. Objective 1.3: Rural/Agricultural Category Defined.

DeSoto County shall recognize existing “Rural/Agricultural” areas by their designation and mapping on the Future Land Use Map as Rural/Agricultural. The intent of the Rural Land Use Category is primarily agricultural, pastoral, and rural residential development. This district is designed to accommodate traditional agricultural uses and conservatory measures, where appropriate, while protecting the rural areas of the County. The intent of this category is to permit a reasonable use of the property, at a gross density of no more than one dwelling per ten (10) acres, unless the underlying zoning and/or recorded parcel configuration would allow a greater density. In no case would the density created by zoning exceed 1 unit per 5 acres. At the same time, the intent is to prevent the creation of conditions, which would endanger, damage, or destroy the agricultural base of the County, the environmental resources of the County, the potable water supply and the wildlife resources. The first priority of this category is agricultural use.

Staff finding

This property is located within the Comprehensive Plan’s Rural/Agricultural Future Land Use Category. The current Agricultural - 5 (A-5) zoning is consistent with the future land use designation.

The Rural/Agricultural Future Land Use Category’s primary use and function is to protect and encourage agricultural activities, protect native habitats, and maintain open space while providing for rural residential uses. The category also allows for some non-residential uses, with limitations.

Non residential uses in the Rural/Agricultural category are limited to a maximum Floor Area Ratio (FAR) of 0.4. The Development Plan does not state the calculated FAR, but the maximum amount of gross floor area allowed based on a 0.4 FAR is 309,000 square feet. The existing structures total approximately 10,541 square feet.(excludes proposed future home site and garage/guest house expansion). The 5 buildings considered in this calculation (the barndominium, groom’s cabin, detached garage, water pump

house, and storage shed) equate to a Floor Area Ratio of 0.014 (10,541 / 772,754.4 = 0.014), which is compliant with the 0.4 maximum limitation.

Policy 1.3.6: In a Rural/Agricultural Future Land Use category, the lowest order of commercial goods and services which serve the daily needs of nearby residents, may be permitted with direct access on an arterial roadway. Commercial areas in a Rural/Agricultural category shall:

- (1) Not exceed 3 acres in size;
- (2) Shall not exceed impervious surface ratio (lot coverage) of 70 percent.
- (3) Shall be no less than 10 miles from other commercial development in a Rural/Agricultural area or in other Future Land Use categories.
- (4) Shall be appropriately buffered from agricultural and residential uses and zoning districts.
- (5) Must submit and receive site plan or preliminary plat (PUD) approval in conjunction with such zoning request.

Staff finding

Commercial uses are defined differently by county governments throughout the state. It is common to see “pecuniary gain” or “profitable businesses” used in commercial definitions. Some jurisdictions categorize land uses under broad categories, such as, “residential”, “commercial”, or “industrial” to define the type of use. Absent this guidance in the DeSoto County Comprehensive Plan and Land Development Regulations (LDR) it’s not clear if a Banquet Hall is considered a commercial use. Policy 1.3.6 allows for the “lowest order of commercial goods and services which serve the daily needs of nearby residents,” and provides direction for commercial uses.

If the Board considers the Banquet Hall a commercial use, then it would not be consistent with policy 1.3.6, as the parcel size exceeds 3-acres and the banquet hall use will serve a broader population than the daily needs of the nearby residents.

The LDR defines a Banquet Hall as:

“Banquet hall means a personal services use where the primary service is the temporary rental or offering of any room or group of rooms, building or buildings, covered structure or portions thereof, and outdoor area to any person and primarily intended to accommodate private or civic ceremonies, events, functions or gatherings such as, but not limited to, anniversaries, birthdays, graduation, weddings, and similar celebrations or to group membership. The sale of alcoholic beverages for on-premises consumption during the scheduled event and not open to the general public is allowed as an accessory and incidental use. This land use is allowed as a primary or principal use in some zoning districts and as an accessory use.”

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 southeast corner is located within the Conservation Overlay District (COD). An environmental report was not provided by the applicant with the Development Plan application and staff recommends a condition requiring an Environmental Site Study with the Improvement Plan and that the Improvement Plan show that development is planned outside of the state mandated wetland buffers.

Additionally, 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 1.12.3: 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:

As previously mentioned, staff recommends a condition requiring an Environmental Site Study with the Improvement Plan to address the criteria of the COD policies.

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:

As previously mentioned, staff recommends a condition requiring an Environmental Site Study with the Improvement Plan to address the criteria of the COD policies.

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 A-5 and may be found to be consistent with the Rural/Agricultural Land Use designation if the Board determines the Banquet Hall is not subject to the commercial limitations of the Rural/Agricultural Future land Use Category.

The 17.74-acre property is comprised of 3 parcels (Parcels A, C, and D) and is currently used as pastureland, a Banquet Hall (Code Enforcement Case) that is within a large barn (also containing a homesteaded residence), a guest house, and several accessory buildings.

The

Existing Structures	SF (per PAO)	
<i>2 story Barndominium with covered porch</i>	<i>5,520 SF non-residential</i>	<i>2,796 SF single family</i>
<i>Detached garage</i>	<i>1,536 SF</i>	
<i>Water Pump House shed</i>	<i>199 SF</i>	
<i>Storage shed</i>	<i>160 SF</i>	
<i>Groom's Shed</i>	<i>330 SF</i>	
<i>Covered patio</i>	<i>N/A</i>	

development plan (Kings Crossing Numbered Site Plan for BOCC 6.24.25) shows these existing structures on Parcel A as well as a proposed future home site on Parcel D. The table above shows the breakdown of the existing structures that are used for agricultural uses and the Banquet Hall, located on Parcel "A". As previously noted in the report, a guest house and garage expansion are currently under construction and the applicant shows a future home site on the development plan, but neither of these two homes will be affiliated with the Banquet Hall portion of the project.

The A-5 district permits one single family dwelling per parcel. One guest house per residential lot is also allowed as an accessory use in the A-5 district, pursuant to the LDR standards of Sec. 20-660, which includes a size limitation of no larger than 50% of the principal structure. The LDR defines a guest house, as follows:

"Guest house means a building separate from and in addition to the principal residential building on a lot but not exceeding 50 percent of the floor area of said principal residential building, intended for intermittent or temporary occupancy. These living quarters shall be used exclusively for noncommercial accommodations for friends and relatives of the occupant or owner of the principal dwelling."

The Agricultural - 5 zoning district permits banquet halls, provided it is on property with a minimum size of 15 acres. A condition of approval has been provided that the applicant shall maintain a minimum of 15 contiguous acres of property to operate. If they sell a contiguous parcel (or otherwise fall short of the 15-acre minimum), they will be considered in violation of their development approval.

The development plan shows building setbacks for the existing structures meet or exceed the minimum requirements for the A-5 zoning district:

	Proposed	Required A-5
Front	Min. 395'	50'
Side	Min. 110'	30'
Rear	Min. 55.9'	50'

The maximum impervious lot coverage in the A-5 zoning district is unrestricted. The site is located in FEMA Flood Zone X and 0.2% annual chance flood hazard, map panel 12027C0163D (effective 10/7/2021). 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	Pastureland, single family residential	Rural/Agricultural	A-5
North	Pastureland	Rural/Agricultural	A-5
South	Pastureland	Rural/Agricultural	A-5
East	Pastureland, single family residential (across SW CR 769)	Rural/Agricultural	A-5
West	Pastureland	Rural/Agricultural	A-5

Landscape buffers are not required for the banquet hall adjacent to agricultural. The Improvement Plan shall indicate the adjacent uses and provide landscape buffers in accordance with Sec. 20-600 if applicable.

The proposed Development Plan can be found to be in conformance with the Agricultural – 5 zoning district.

- 3. Transportation related issues.** Transportation related issues include roadway access, right-of-way width, and off-street parking and loading requirements.

Staff finding: The existing rural homesite/pastureland and proposed banquet hall is located on SW CR 769 and has an existing shell driveway. A traffic study was not provided with the Development Plan application. Staff recommends a condition requiring that the applicant attends a traffic methodology meeting with staff prior to submittal of the Improvement Plan to determine if a traffic analysis is required.

The driveway will be required to conform to commercial driveway standards and staff recommends a condition that upgrades to the driveway and culvert may be required with the Improvement Plan, as approved by the County Engineer. A right-of-way permit will be required for any improvements with the right-of-way of CR 769.

The applicant provided a note on the Development Plan indicating that access is consistent with County Standard D-17A 12" compaction clay base required, additional 6" asphalt 1/2" milling base, 8" shell base required, min. width in field 14'. DeSoto County Fire visited the site to review access and found it to be acceptable once a certification is provided that it meets the required design to support the fire apparatus loads. The specific details will be approved by DeSoto County Fire and Engineering with the Improvement Plan, as recommended and conditioned, herein..

The Land Development Regulations define a banquet hall as a personal services use. Table 20-536 requires parking at 1 space per 300 SF for retail sales/personal services uses and 1 loading space per 10,000 SF. The development plan notes that 100 parking spaces are required for 200 maximum guests. However, based on the development plan (Kings Crossing Numbered Site Plan for BOCC 6.24.25) and using the parking calculation in Table 20-536, the proposed banquet hall is required to provide 36 parking spaces for the total building square footage of 10,541 SF for all structures identified as being used as a banquet hall. Four (4) ADA spaces are proposed in accordance with Table 20-537. The applicant shall demonstrate compliance with LDR Section 20-537 standards and DeSoto County Engineering Standard Details with the Improvement Plan, as conditioned herein.

The regular parking spaces are proposed to be grassed while the ADA spaces are proposed to be paved. Section 20-537(a)(3)

provides the Department Director with limited authority to approve such.

According to Table 20-536, 2 loading spaces are required for the total 10,541 SF of structures proposed for the banquet hall. The development plan shows one 1,400 SF loading space is proposed. Section 20-537(f)(1) requires that loading spaces shall be not less than ten feet wide and 25 feet long with 14 feet of vertical clearance but for tractor trailer parking, a minimum 12 feet wide by 50 foot long with 16 feet clearance is recommended. Given the proposed size of the loading area, this is sufficient to meet the loading space requirement.

- 4. Infrastructure issues.** Infrastructure issues include potable water, sanitary sewer, solid waste, stormwater management, and electricity.

Staff finding: The site is not located within the Desoto County Utility (DCU) service area. The survey and development plan show an existing well and septic system on site. The existing septic system for a 3,096 SF single family residence was inspected, approved, and finalized on July 26, 2022. The Florida Department of Health requires the applicant to apply for an existing system application in order to determine if the existing septic system is adequate for the proposed use. A modification may be required.

A proposed 31,000-gallon water storage tank for firefighting, located less than 100 feet from the “barndominium” structure, is noted on the Development Plan.

The applicant is required to coordinate with Womack Sanitation to obtain and maintain a commercial garbage collection contract for all waste types generated as per County Ordinance 2006-35. The applicant has noted that no trash of any kind is left overnight after an event. Vendors remove all waste at the end of scheduled events.

Stormwater facilities are not shown on the Development Plan and will be addressed with the Improvement Plan. The proposed development will require a state stormwater permit. Due to the size of the property, this project will likely need an Environmental Resource Permit through the Southwest Florida Water Management District. It is the applicant’s responsibility to obtain any needed State and/or federal permits or approval for the proposed development activities. The applicant may be exempt from a county stormwater review; however, the Engineering Division will review to ensure there will be no adverse impacts to

adjacent properties resulting from the proposed development. The Improvement Plan must demonstrate that the project will not negatively affect offsite areas or historical drainage patterns.

5. **Miscellaneous issues.** These include impervious surface area, maximum density, required recreation, and dead storage.

Staff finding: The DeSoto County Land Development Regulations does not limit the impervious surface in the A-5 zoning district.

There is an open Code Enforcement case on this site, and approval of the Development Plan is the first step to remedy the violation.

STAFF REVIEW

If the Board determines the use is appropriate, staff recommends that this application, SITE-0128-2023, be approved with the following conditions:

RECOMMENDED CONDITIONS FOR APPROVAL:

1. The banquet hall use shall be permitted only so long as a minimum of fifteen (15) contiguous acres comprising the approved development site remain under common ownership or unified control. Any division, conveyance, or other action that results in the subject property no longer meeting the minimum 15-acre requirement shall constitute a violation of this approval and the Land Development Regulations and shall render the banquet hall use noncompliant.
2. 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.
3. The applicant shall submit an Environmental Site Study showing the extent of the impact of development on any lands within Conservation Overlay Designation areas and other environmental concerns with the Improvement Plan. The Improvement Plan shall show that development is buffered from the protected areas and resources, as permitted by the State of Florida.
4. The Improvement Plan shall show the adjacent uses and provide landscape buffers in accordance with LDR Sec. 20-600.
5. The driveway shall conform to commercial driveway standards. Upgrades to the driveway and culvert will be evaluated with the Improvement Plan and may be required by the county engineer.
6. A right-of-way permit is required prior to any improvements within the right-of-way of CR 769.
7. The applicant shall meet all DeSoto County Fire and Engineering standards for emergency vehicle access and circulation. This shall be

- approved by the Public Safety Department and the County Engineer with the Improvement Plan.
8. The applicant shall attend a traffic methodology meeting with DeSoto County and submit a traffic analysis with the Improvement Plan, if required.
 9. The applicant shall demonstrate compliance with all parking area design and development standards contained in LDR Section 20-537 and the DeSoto County Engineering Standard Details. This shall be approved by the Planning Department and the County Engineer with the Improvement Plan.
 10. The applicant shall apply for an existing septic system application from the Florida Department of Health to determine if the existing system is adequate for all proposed and on-site development, including the residence, guest house, banquet hall, and all accessory facilities. Any required septic system upgrades shall be completed within 60-days of Improvement Plan approval.
 11. The Improvement Plan shall demonstrate that the project will not negatively affect offsite areas in terms of flooding or historical drainage patterns.
 12. The Development Plan shall expire 3 years from the date of this resolution unless the development has commenced within that 3- year period as provided in LDR Section 20-1345(d)(1).

PUBLIC HEARING SCHEDULE

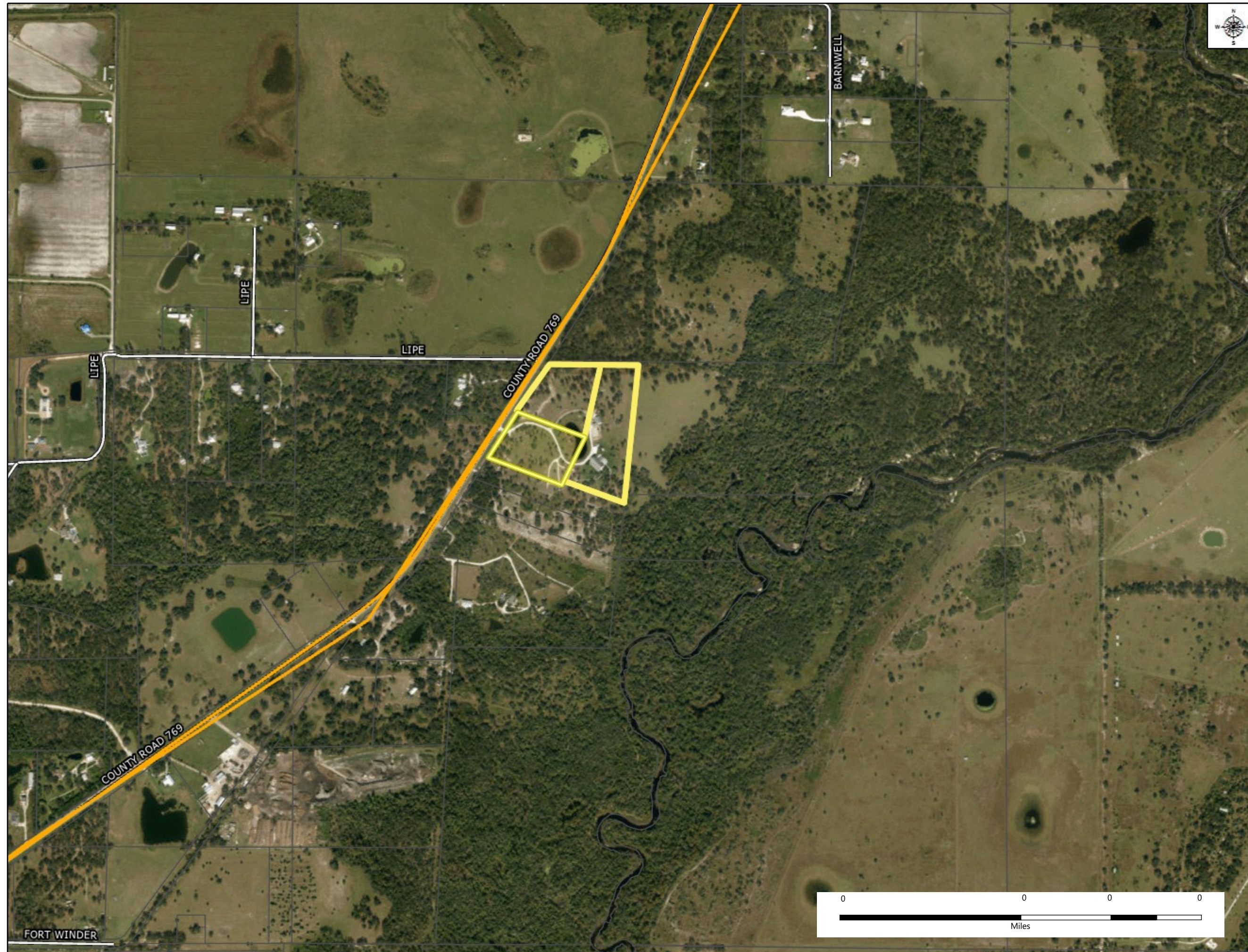
Board of County Commissioners

May 26, 2026

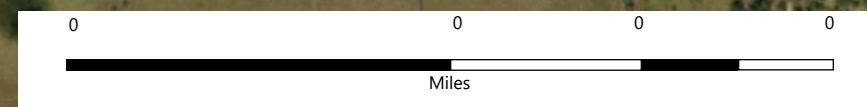
Location Map Kings Crossing



- Street Labels
- Major Road Labels
- County Boundary
- Major Roads
- Streets
- Parcels



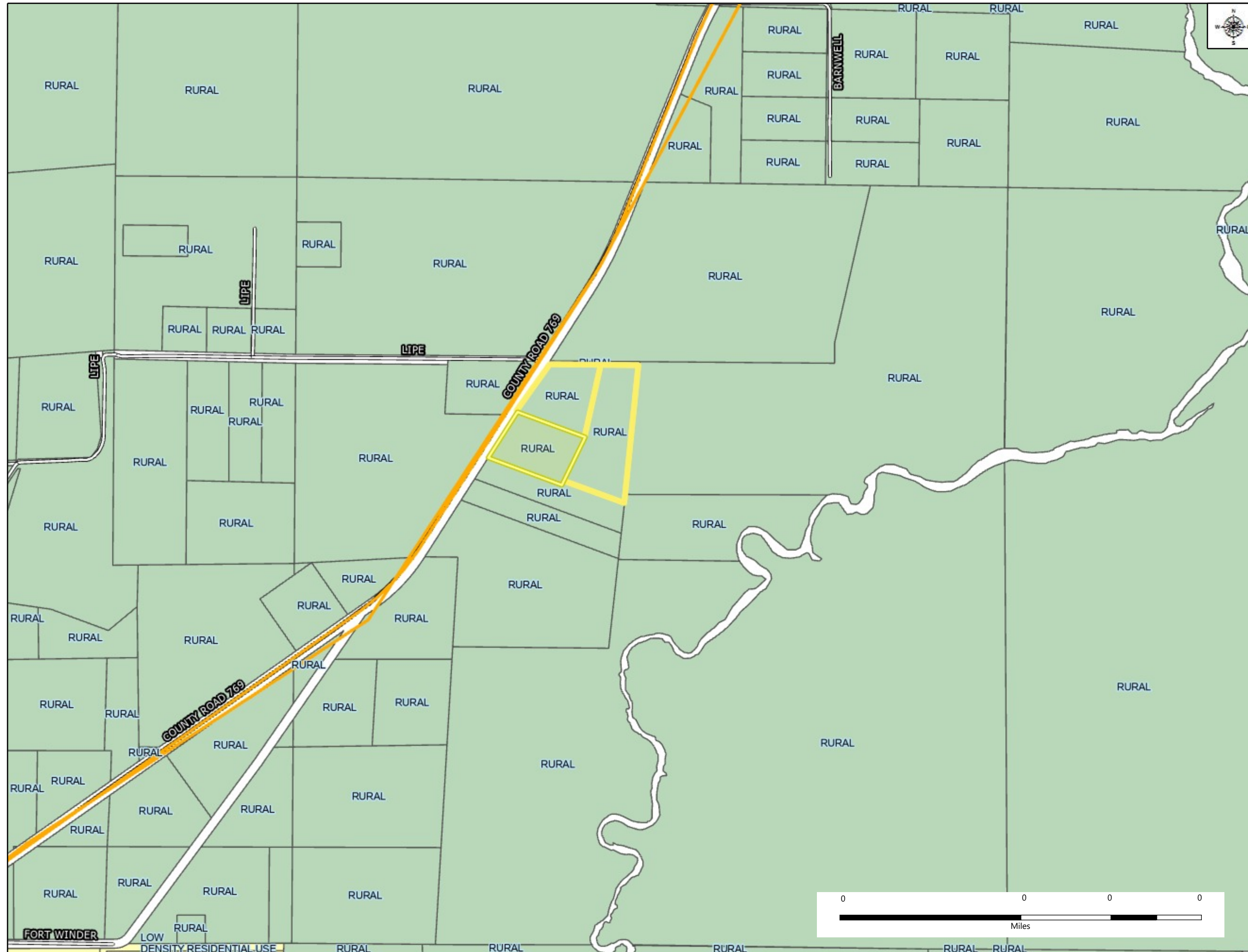
April 20, 2026



Prepared By
HORNER SHIFRIN

FORT WINDER

FLU Map Kings Crossing

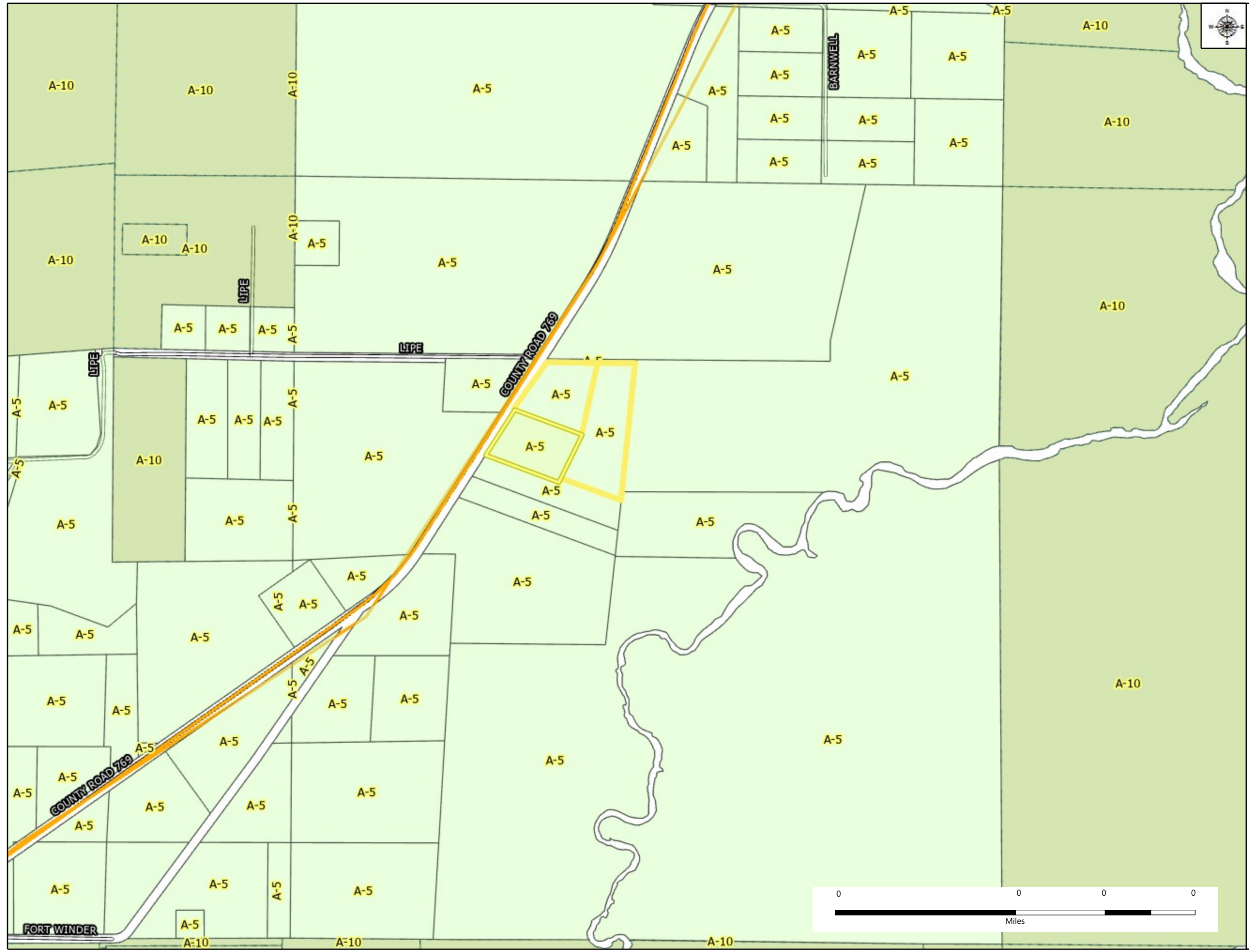


- Street Labels
- Major Road Labels
- FLUM Labels
- County Boundary
- Major Roads
- Streets
- Parcels
- FLUM 2040
 - Preservation
 - Rural/Agriculture
 - Low Density Residential
 - Medium Density Residential
 - Neighborhood Mixed Use
 - Employment Center
 - Commercial
 - Urban Center Mixed Use
 - Public Land/Institutional
 - Electrical Generating Facility

April 20, 2026

Prepared By
HORNER SHIFRIN

Zoning Map Kings Crossing



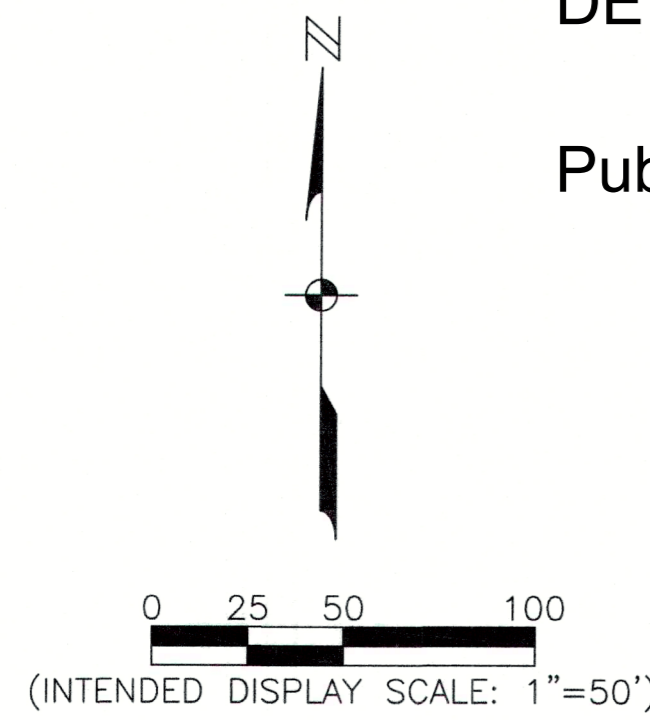
- Street Labels
- Major Road Labels
- Zoning Labels
- Zoning Designation
- A-10
- A-5
- CE
- CG
- CITY
- CN
- IH
- IL
- ILE
- MHP
- MHS
- P/I
- PM-1
- PUD
- RM
- RMF-12
- RMF-6
- RMF-8
- RMF-M
- ROI
- RSF

April 20, 2026

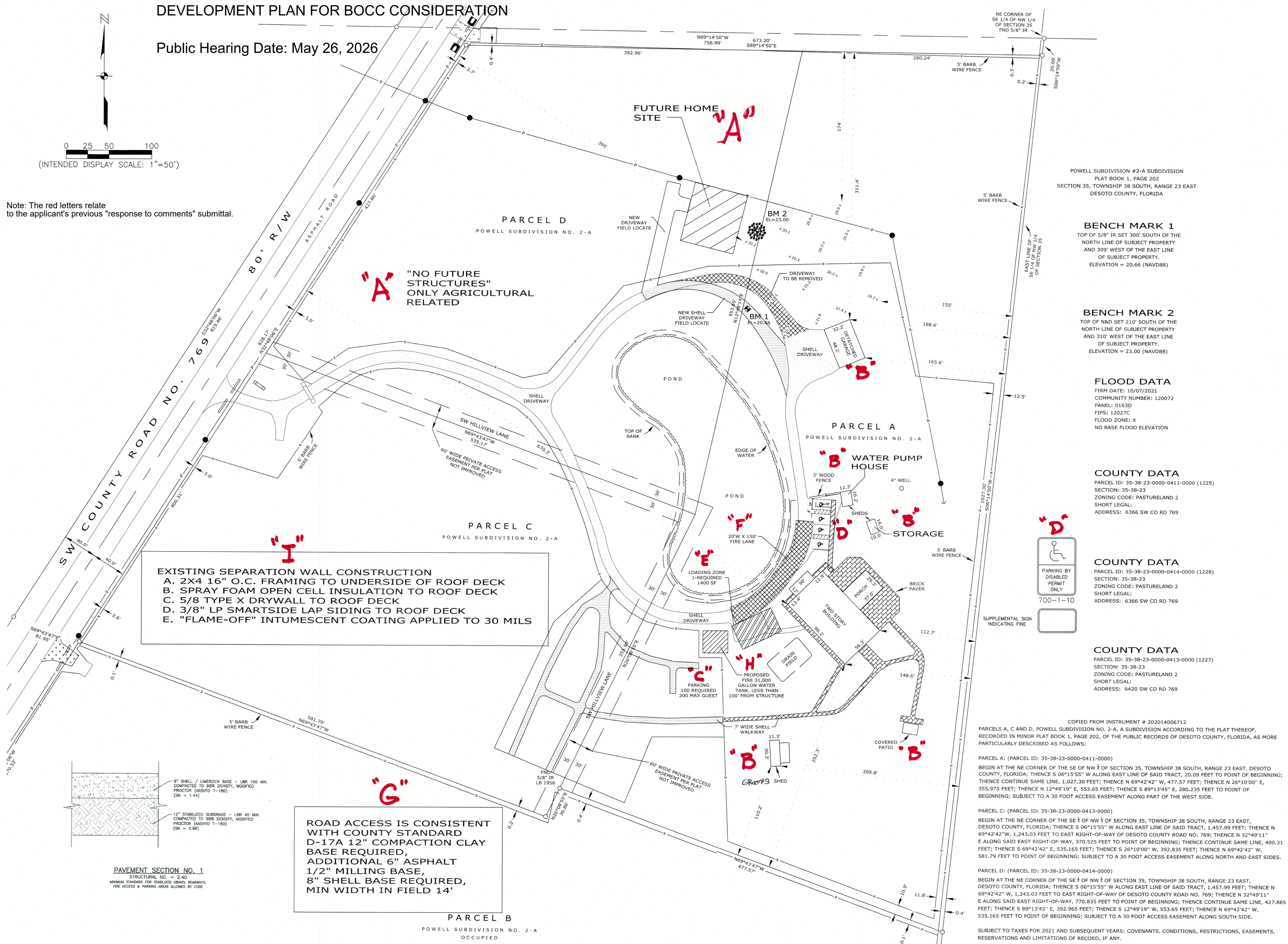


DEVELOPMENT PLAN FOR BOCC CONSIDERATION

Public Hearing Date: May 26, 2026

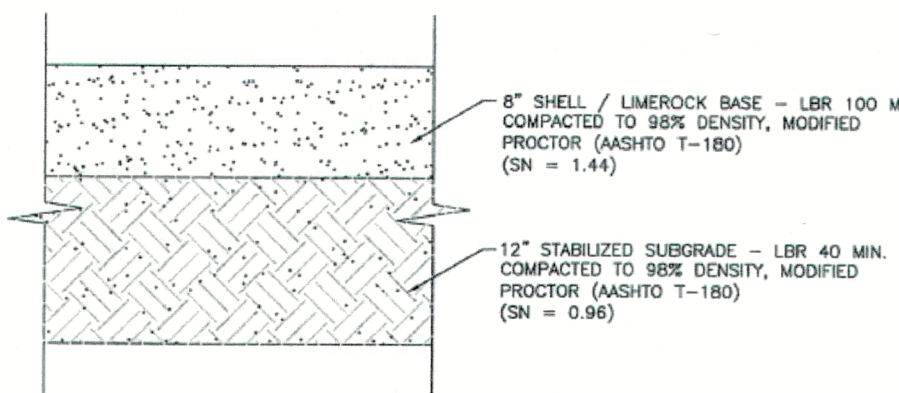


Note: The red letters relate to the applicant's previous "response to comments" submittal.



EXISTING SEPARATION WALL CONSTRUCTION
 A. 2X4 16" O.C. FRAMING TO UNDERSIDE OF ROOF DECK
 B. SPRAY FOAM OPEN CELL INSULATION TO ROOF DECK
 C. 5/8 TYPE X DRYWALL TO ROOF DECK
 D. 3/8" LP SMARTSIDE LAP SIDING TO ROOF DECK
 E. "FLAME-OFF" INTUMESCENT COATING APPLIED TO 30 MILS

ROAD ACCESS IS CONSISTENT WITH COUNTY STANDARD
 D-17A 12" COMPACTION CLAY BASE REQUIRED,
 ADDITIONAL 6" ASPHALT 1/2" MILLING BASE,
 8" SHELL BASE REQUIRED,
 MIN WIDTH IN FIELD 14'



PAVEMENT SECTION NO. 1
 STRUCTURAL NO. = 2.40
 MINIMUM STANDARD FOR STABILIZED GRAVEL ROADWAYS,
 FIRE ACCESS & PARKING AREAS ALLOWED BY CODE

POWELL SUBDIVISION #2-A SUBDIVISION
 PLAT BOOK 1, PAGE 202
 SECTION 35, TOWNSHIP 38 SOUTH, RANGE 23 EAST
 DESOTO COUNTY, FLORIDA

BENCH MARK 1
 TOP OF 5/8" IR SET 300' SOUTH OF THE
 NORTH LINE OF SUBJECT PROPERTY
 AND 309' WEST OF THE EAST LINE
 OF SUBJECT PROPERTY.
 ELEVATION = 20.66 (NAVD88)

BENCH MARK 2
 TOP OF N&D SET 210' SOUTH OF THE
 NORTH LINE OF SUBJECT PROPERTY
 AND 310' WEST OF THE EAST LINE
 OF SUBJECT PROPERTY.
 ELEVATION = 23.00 (NAVD88)

FLOOD DATA
 FIRM DATE: 10/07/2021
 COMMUNITY NUMBER: 120072
 PANEL: 0163D
 FIPS: 12027C
 FLOOD ZONE: X
 NO BASE FLOOD ELEVATION

COUNTY DATA
 PARCEL ID: 35-38-23-0000-0411-0000 (1225)
 SECTION: 35-38-23
 ZONING CODE: PASTURELAND 2
 SHORT LEGAL:
 ADDRESS: 6366 SW CO RD 769

COUNTY DATA
 PARCEL ID: 35-38-23-0000-0414-0000 (1228)
 SECTION: 35-38-23
 ZONING CODE: PASTURELAND 2
 SHORT LEGAL:
 ADDRESS: 6366 SW CO RD 769

COUNTY DATA
 PARCEL ID: 35-38-23-0000-0413-0000 (1227)
 SECTION: 35-38-23
 ZONING CODE: PASTURELAND 2
 SHORT LEGAL:
 ADDRESS: 6420 SW CO RD 769

COPIED FROM INSTRUMENT # 202014006712
 PARCELS A, C AND D, POWELL SUBDIVISION NO. 2-A, A SUBDIVISION ACCORDING TO THE PLAT THEREOF,
 RECORDED IN MINOR PLAT BOOK 1, PAGE 202, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, AS MORE
 PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A: (PARCEL ID: 35-38-23-0000-0411-0000)
 BEGIN AT THE NE CORNER OF THE SE 1/4 OF NW 1/4 OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO
 COUNTY, FLORIDA; THENCE S 06°15'55" W ALONG EAST LINE OF SAID TRACT, 20.09 FEET TO POINT OF BEGINNING;
 THENCE CONTINUE SAME LINE, 1,027.30 FEET; THENCE N 69°42'42" W, 477.57 FEET; THENCE N 26°10'00" E,
 355.975 FEET; THENCE N 12°49'19" E, 553.65 FEET; THENCE S 89°13'45" E, 280.235 FEET TO POINT OF
 BEGINNING; SUBJECT TO A 30 FOOT ACCESS EASEMENT ALONG PART OF THE WEST SIDE.

PARCEL C: (PARCEL ID: 35-38-23-0000-0413-0000)
 BEGIN AT THE NE CORNER OF THE SE 1/4 OF NW 1/4 OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 23 EAST,
 DESOTO COUNTY, FLORIDA; THENCE S 06°15'55" W ALONG EAST LINE OF SAID TRACT, 1,457.99 FEET; THENCE N
 69°42'42" W, 1,243.03 FEET TO EAST RIGHT-OF-WAY OF DESOTO COUNTY ROAD NO. 769; THENCE N 32°49'11"
 E ALONG SAID EAST RIGHT-OF-WAY, 370.525 FEET TO POINT OF BEGINNING; THENCE CONTINUE SAME LINE, 400.31
 FEET; THENCE S 69°42'42" E, 535.165 FEET; THENCE S 26°10'00" W, 392.835 FEET; THENCE N 69°42'42" W,
 581.79 FEET TO POINT OF BEGINNING; SUBJECT TO A 30 FOOT ACCESS EASEMENT ALONG NORTH AND EAST SIDES.

PARCEL D: (PARCEL ID: 35-38-23-0000-0414-0000)
 BEGIN AT THE NE CORNER OF THE SE 1/4 OF NW 1/4 OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 23 EAST,
 DESOTO COUNTY, FLORIDA; THENCE S 06°15'55" W ALONG EAST LINE OF SAID TRACT, 1,457.99 FEET; THENCE N
 69°42'42" W, 1,243.03 FEET TO EAST RIGHT-OF-WAY OF DESOTO COUNTY ROAD NO. 769; THENCE N 32°49'11"
 E ALONG SAID EAST RIGHT-OF-WAY, 770.835 FEET TO POINT OF BEGINNING; THENCE CONTINUE SAME LINE, 427.865
 FEET; THENCE S 89°13'45" E, 392.965 FEET; THENCE S 12°49'19" W, 553.65 FEET; THENCE N 69°42'42" W,
 535.165 FEET TO POINT OF BEGINNING; SUBJECT TO A 30 FOOT ACCESS EASEMENT ALONG SOUTH SIDE.

SUBJECT TO TAXES FOR 2021 AND SUBSEQUENT YEARS; COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,
 RESERVATIONS AND LIMITATIONS OF RECORD, IF ANY.

6366 SE CO RD 769

KINGS CROSSING

NO.	DATE	DESCRIPTION

DATE: JUNE 13, 2025
 PROJECT NO.
 FILE NO. #####-####-####
 SCALE: SEE PLAN

SITE PLAN
 SHEET NUMBER
 1

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, GRANTING TO RICK L. GUINN & DENISE B. D'APRILE, DEVELOPMENT PLAN APPLICATION (SITE-0128-2023) APPROVAL WITH CONDITIONS FOR A BANQUET HALL, FOR LAND ZONED AGRICULTURAL - 5 (A-5) AND LOCATED AT 6420 SW CR 769, ARCADIA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 20, 2023, a Development Plan application and fee was submitted to the Development Department for a banquet hall on a +/-17.74-acre parcel located at 6420 SW CR 769, Arcadia, consisting of an existing "barndominium" to be used as the primary structure for the banquet hall with accessory structures (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 May 26, 2026, the DeSoto Board of County Commissioners held a duly noticed public hearing on the Development Plan application (SITE-0128-2023) 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 +/-17.74-acre parcel is located at 6420 SW CR 769, Arcadia. The Property Identification Numbers are 35-38-23-0000-0413-0000, 35-38-23-0000-0414-0000 and 35-38-23-0000-0411-0000.

Section 3. *Development Plan approved.* Rick L. Guinn & Denise B. D'Aprile are granted Development Plan application (SITE-0128-2023) approval as displayed in the development plan (Exhibit D: Site Plan), as more particularly set forth in the plan set titled ["Development Plan for BOCC Consideration"], labeled with "Public Hearing Date: May 26, 2026" consisting of 1 sheet subject to the following conditions:

1. The banquet hall use shall be permitted only so long as a minimum of fifteen (15) contiguous acres comprising the approved development site remain under common ownership or unified control. Any division, conveyance, or other action that results in the subject property no longer meeting the minimum 15-acre requirement shall constitute a violation of this approval and the Land Development Regulations and shall render the banquet hall use noncompliant.
2. 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.
3. The applicant shall submit an Environmental Site Study showing the extent of the impact of development on any lands within Conservation Overlay Designation areas and other environmental concerns with the Improvement Plan. The Improvement Plan shall show that development is buffered from the protected areas and resources, as permitted by the State of Florida.
4. The Improvement Plan shall show the adjacent uses and provide landscape buffers in accordance with LDR Sec. 20-600.
5. The driveway shall conform to commercial driveway standards. Upgrades to the driveway and culvert will be evaluated with the Improvement Plan and may be required by the county engineer.
6. A right-of-way permit is required prior to any improvements within the right-of-way of CR 769.
7. The applicant shall meet all DeSoto County Fire and Engineering standards for emergency vehicle access and circulation. This shall be approved by the Public Safety Department and the County Engineer with the Improvement Plan.
8. The applicant shall attend a traffic methodology meeting with DeSoto County and submit a traffic analysis with the Improvement Plan, if required.
9. The applicant shall demonstrate compliance with all parking area design and development standards contained in LDR Section 20-537 and the DeSoto County Engineering Standard Details. This shall be approved by the Planning Department and the County Engineer with the Improvement Plan.
10. The applicant shall apply for an existing septic system application from the Florida Department of Health to determine if the existing system is adequate for all proposed and on-site development, including the residence, guest house, banquet hall, and all accessory facilities. Any required septic system upgrades shall be completed within 60-days of Improvement Plan approval.
11. The Improvement Plan shall demonstrate that the project will not negatively affect offsite areas in terms of flooding or historical drainage patterns.
12. The Development Plan shall expire 3 years from the date of this resolution unless the development has commenced within that 3-year period as provided in LDR Section 20-1345(d)(1).

Section 4. *Effective date.* This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 26th day of May 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

