DeSoto County
Board of County Commissioners
Meeting Agenda

Tuesday, October 28, 2025 **3:00 PM**

CALL TO ORDER

ROLL CALL

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

PUBLIC FORUM FOR NON-AGENDA ITEMS

CONSENT AGENDA-MOTION TO APPROVE

1. **Appointment of Marc Purvis as Mosquito Control Director**

   Attachments: MC Director Appointment (Purvis)

2. **Declaration of Surplus Property**

   Attachments: Surplus Declared 10-28-25

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

   Attachments: 25-26 ByPass Pump(s) CIP
   BBA Supporting Paperwork

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

   Attachments: 09-23-2025 BOCC Meeting Final Budget Hearing
   09-23-2025 BOCC Metting
   10-14-2025 BOCC Meeting

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

   Attachments: 2025 Resolution COPCN - Corrective Name Change - Positive-Elite Medical Response

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

   Attachments: QUOTE DESOTO F250 AN CONTROL

7. **Agreement Amendment/LIHEAP**

   Attachments: E2235-A1-Amendment
   E2235-DESO-Executed

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

   Attachments: Agreement_H2473_-_A3_DeSoto_County_BOCC

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

   Attachments: DeSoto Pollution Proposal 25-26

10. **Land Lease Renewal / Shelfer Farms, LLC**

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

PRESENTATION

11. **Presentation of the 2025 Final Landfill Master plan**

    Attachments: DeSoto Master Plan 2025-10-08f
    DeSotoMasterPlanReport_Final_2025-09-02 - Reduced

REGULAR BUSINESS

12. **Proclamation/Red Ribbon Week**

    Attachments: Red Ribbon Week 2025

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

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

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

    Attachments: Resolution
    Summary and Narrative
    2025-162 Budget Carryovers 10-28-2025

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

    Attachments: Resolution
    Summary and Narrative
    2026-8 General Fund Final Values
    2026-10 Budget Carryovers 10-28-2025
    2026-11 Special Projects

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

    Attachments: WORK AUTHORIZATION FORM weiler 25-26-05 NE Bishop WA_BishopStreetSCOP448768-1 (002)

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

    Attachments: WORK AUTHORIZATION FORM weiler 25-26-06 WA_LilyAvenueSCRAP448764-1

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

    Attachments: Exhibit A - Map
    Exhibit B - Development Schedule
    Funding Agreement - DeSoto County-CSWRFL Oct 2025

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

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

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

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

ADMINISTRATOR'S REPORT

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

RECESS UNTIL 6:30 PM PUBLIC HEARING

PUBLIC HEARING

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

    Attachments: 2025-08-22_Quave COMP-0013-2025 SR_for PC
    Location Map
    FLUM
    Proposed Future Land Use Map - Easy Mini Storage
    Zoning Map
    2025-08-22 Ordinance - Quave small scale map amendment for PC

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

Attachments: Ordinance re Notice for Code Enforcement

QUASI-JUDICIAL PUBLIC HEARING

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

Attachments: 2025-09-22 RZNE 0062 2025 McAlpine SR FINAL
Location Map
FLUM
Zoning Map
24006511 PUD PLAN 2025-04-10
2025-09-22 Ord for McAlpine FINAL

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

Attachments: 2025-09-05 Staff Report - RZNE-0070-2025 for PC
Location Map
FLUM
Zoning Map
2025-09-05 Ordinance - RZNE-0070-2025 for PC

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

Attachments: 2025-09-08 USE-0188-2024 Villanueva SR for PC
Location Map
FLUM
Zoning Map
Special Exception Concept Plan for hearings
2025-09-08 USE-0188-2024 Villanueva Resolution for PC

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

Attachments: 2025-10-01 Memo to BOCC
EXHIBIT A Resolution #2020-83
EXHIBIT B Renewal Statement Letter 9-22-25
EXHIBIT C Warranty Deed of Sale
EXHIBIT D Boran Ranch Agenda Item for Resolution No. 2020-83 (USE 0042-2020)
Resolution with Exhibits

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

Attachments: 2025-09-29 Staff Report SITE-0156-2025 C&F Movers mms edits
ZONING MAP
FLUM
Location Map
2025-09-29 Resolution C&F SITE 0156 2025 with mms edits (cao)

ADJOURNMENT

SUPPLEMENTAL BOARD DOCUMENTS

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

DeSoto County

10/28/2025

Item #: 1.

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

DEPARTMENT: Emergency Management
SUBMITTED BY: **Richard Christoff**
PRESENTED BY: **Mandy Hines**

TITLE & DESCRIPTION:
Appointment of Marc Purvis as Mosquito Control Director

REQUESTED MOTION:
To approve Marc Purvis as the DeSoto County Mosquito Control Director

SUMMARY:
The Emergency Management Coordinator is to serve as the Mosquito Control Director upon appointment and approval by the BOCC. Marc Purvis has completed the necessary training and passed the required tests to include the FDACS Mosquito Control Director test.

BACKGROUND:
As a recipient of grant funding from FDACS, DeSoto County is required to have a person appointed as the Mosquito Control Director.

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

DeSoto County

Board of County Commissioners
Administration
201 East Oak Street, Suite 201
Arcadia, Florida 34266
(863) 993-4800
(863) 993-4809 fax
www.co.desoto.fl.us

Florida Department of Agriculture and Consumer Services
C/O Mrs. Marah Clark, Environmental Administrator
The Conner Building, Building 6
3125 Conner Boulevard
Tallahassee, FL 32399

Dear Marah Clark,

Please allow this letter to serve as notification that Marc Purvis has been appointed as the Mosquito Control Director for DeSoto County Mosquito Control. Mr. Purvis has completed the necessary training and passed the required tests to include the FDACS Mosquito Control Director test. Please feel free to contact me should you have any questions.

Sincerely,

_____
Mandy J. Hines, County Administrator
DeSoto County Board of County Commissioners

DeSoto County

10/28/2025

Item #: 2.

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

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

TITLE & DESCRIPTION:
Declaration of Surplus Property

REQUESTED MOTION:
Declare the listed recorded assets as surplus property authorizing the sale or disposal of the items.

SUMMARY:
Declaration of Surplus Property

BACKGROUND:
In accordance with the Finance Policy Items purchased over $1000 are classified as fixed assets it must be inventoried and tracked for the life of ownership by the County . Items deemed end of life unused or unwanted must be declared surplus property by the board . A list of assets has been prepared. Once surplused the assets will be sold or disposed of if they have no value .

FUNDS:
Budget Amount: **Revenue Generating**
Actual Agenda Item: **Revenue Generating**
Cost: **Revenue Generating**
Account Number: **Revenue Generating**
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
2014-10	JOHN DEERE ATHLETIC FIELD MAINTAINER	TC1200H060068	001	7074	02/05/14	$14,824.68	$ -	DONATE TO CITY OF ARCADIA
2006-104	PORTABLE 911 STATION		133	7142	8/17/2006	$110,335.00	$ -	NO LONGER NEEDED BY DEPT

DATE APPROVED: 10/28/25

MANDY J. HINES

BOARD OF COUNTY COMMISSIONERS

By:

DeSoto County

10/28/2025

Item #: 3.

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

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

TITLE & DESCRIPTION:
Purchase approval of budgeted Bypass Pumps for Utilities Wastewater operations

REQUESTED MOTION:
Authorize the County Administrator to approve the purchase order for the CIP budgeted Bypass Pumps for Utilities Wastewater operations.

SUMMARY:
Purchase approval of budgeted Bypass Pumps for Utilities Wastewater operations

BACKGROUND:
Included in the FY 25/26 CIP Budget are an 8" Bypass Pump for master lift station 35 or 21 and a 4" Bypass Pump for Lake Suzy lift stations. Emergency Bypass Pumps are needed in order to maintain lift station operations in the event of an emergency or loss of power, even to the control panel, to prevent the overflow of raw influent contaminating the surrounding area and DEP fines. Bypass pumps are being purchased from BBA Pumps in coordination of Florida Sheriffs Association Contract FSA23-EQU21.0 - Heavy Equipment, Group, Pump, Item 310.

FUNDS:
Budget Amount: **$130,000.00**
Actual Agenda Item: **$139,714.00**
Cost: **$139,714.00**
Account Number: **410-70975356400000**
Explanation: **The additional funds needed will be deducted from the budgeted amount of a Vacuum Truck also funded in the Capital Equipment GL that has not yet been ordered/processed.**

Project Name: Wastewater By-Pass Pump for Master Lift Station 35

Project Classification: Infrastructure-R&R

Lead Department: Utilities

Department Needs Ranking: High

Project Description and Justification:

Emergency By-Pass Pump(s) needed maintain master lift station operations in the event of an emergency or loss of power, even to the control panel, to prevent the overflow of raw influent contaminating surrounding area.

Master Lift Station 35 generator nearing end of life and incurring costly repairs. Replace existing generator with By-Pass Pump to be secured at site to ensure lift station will operate as normal, moving flows to WWTP, even if lift station control panel incurs a lightning strike, etc.

(If the lift station(s) were to lose power and there was a spill, the county could also incur fines from FLDEP.

Will the project require additional Operational expense? ☐ Yes ☒ No

If so, provide supported estimate of annual Expense impact: $

Impact of Not Funding in year(s) requested:

Lift Station would be subject to having raw influent contaminate the ground and subject utilities to FDEP violations and fines due to loss of power.

Funding Source: Enterprise Fund Revenue

Funding year(s) request

2026	2027	2028	2029	2030
$65,000				

Project Name: Wastewater Mobile By-Pass Pump

Project Classification: Infrastructure-R&R

Lead Department: Utilities

Department Needs Ranking: High

Project Description and Justification:

Emergency Mobile By-Pass Pump(s) needed maintain lift station operations in the event of an emergency or loss of power to prevent the overflow of raw influent contaminating surrounding area. (Set-up with mobile by-pass pumps more involved and permanent as by-pass pump(s) would need to be connected to the lift station(s) with adapters and hoses.)

If the lift station(s) were to lose power and there was a spill, the county could also incur fines from FLDEP.

Will the project require additional Operational expense? ☐ Yes ☒ No

If so, provide supported estimate of annual Expense impact: $

Impact of Not Funding in year(s) requested:

Lift Stations would be subject to having raw influent contaminate the ground and subject utilities to FDEP violations and fines due to loss of power.

Funding Source: Enterprise Fund Revenue

Funding year(s) request

2026	2027	2028	2029	2030
$65,000		$70,000		

ORDER REQUEST FORM
DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

Vendor Name: BBA
Vendor Phone: 843.830.9071
Vendor Fax
Vendor Contact: Adam Beasley

Notes:

JTahem

	Initial/Sign		Dates:
Requestor	Alex		10/9/2025
Supervisory Approval			
Packet No:	00313		
Requisition No:	26-89317		
OB/Over $2500			
Distribute PO			
Ordered/Received		Order:	Rec'd:
Invoice Attached		Amt:	Date
Copies/File		File:	Date
Budget Adjustment Attached?		Y/N	Date

Quantity	Division	Description	Account #	Budgeted?	Budget Balance	Location/ Project Code	Unit Price	Extended Price
1	WW	4 " Bypass pump	~~410-70975354602000~~	Y		SM1-4	$67,274.00	$67,274.00
1	WW	8 " Bypass pump	~~410-70975354602000~~	Y		SM1-4	$72,440.00	$72,440.00
			410-70975354400000 Capital Equipment					$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
						Order Total	✓	$139,714.00

$0-1000 = No Quotes Required
$1000-$2500 = 3 Verbal Quotes, Quotes or Form Attached
$2500-25,000 = 3 Written Quotes, Attached
EXCEPTIONS to BIDDING PROCESS (Attach Form)

☐ Sole Source Item is One of a kind, only available from one vendor, patented

☐ Single Source/Sole Brand - Circle one of the following: Form Attached

Unique Features
Service or Support Issues
Availability/Time Issues

Part interchangeability/Standardization Size
Limits Operational
familiarity
Other

Detailed Justification:
8 " Bypass pump predominantly used on master lift stations 21,35. CIP
4 " Bypass pump predominantly used on Lake Suzy lift stations. CIP
By pass pumps utilized during loss of power,to avoid lift station spillage.
FL Sheriff's Assoc. Contract FSA23-EQU21.0 ✓

APPROVALS:
Director: [signature] Date: 10/10/25
Purchasing: Date:
Finance: Date:
Budget: Date:
County Administrator: Date:

BBA Pumps

7222 Cross Park Drive, North Charleston, SC 29418 | United States | 00+1 843.849.3676
www.bbapumpsusa.com

Desoto County BOCC
2170 NE Roan Street,
Arcadia, FL 34266

Date: October 2, 2025

Phone: 863.990.0235

Attention: Alex Shannon

Email: a.shannon@desotobocc.com

Dear Alex,

Thank you for your interest in BBA Pumps, the leading manufacturer of portable diesel driven pumps. As requested, please find the attached quote. After reviewing this quote, if you should have any questions, please do not hesitate to contact us. We are happy to provide demonstrations and references of our products and services upon request.

BBA Pumps North America proudly provides portable pumping solutions in the United States, Canada, and Mexico. Our pumps and piping systems are designed, engineered, and constructed by our parent company BBA Pumps BV, located in The Netherlands. Whether you are installing wellpoints, setting up a sewer bypass, assisting with flood control, or providing general dewatering, BBA Pumps can support all of your portable pumping needs from the pump, piping, couplers, and wellpoint systems.

FSA23-EQU21.0, Heavy Equipment, Group: PUMP, Item: 310

Article	Description	Unit Cost	Quantity	Total
US-BA100E-SA-HA-01	BA100E D265 (sound attenuated, skid mounted, diesel driven Hatz 3H50TIC)	$ 54,636.00	1	$ 54,636.00
31413 - 4" NPT	4" suction 30deg MNPT	$0.00	1	$ -
31416 - 4" NPT	4" discharge 30deg MNPT	$0.00	1	$ -
BA100ED265SATM	BA100E D265 - sound attenuated, Hatz 3H50TIC, with DOT approved, tandem axle trailer	$11,910.00	1	$ 11,910.00
56006 - 4"	NPT x Female Camlock 4"	$76.00	1	$ 76.00
56005 - 4"	NPT x Male Camlock 4"	$36.00	1	$ 36.00
53819	Solar Battery Charger	$616.00	1	$ 616.00
Freight	Delivery to Arcadia FL included with FSA		1	$ -
				$ 67,274.00

Sincerely,

Adam Beasley
BBA Pumps North America
843.849.3676 office
843.830.9071
abeasley@bbapumps.com
www.bbapumps.com

Terms & Conditions:

- Plus, applicable shipping from North Charleston, South Carolina. A hard shipping number can be provided upon request.
- Price does not include any applicable duties or sales tax, use tax, and excise tax, value-added or other similar taxes that may apply to this project. We shall not be held liable for liquidated, incidental, consequential or any other kind of damages.
- Price quote is firm for receipt of an order within 10 days of this quotation.
- Payment terms are net 30 days.
- Price is reflected in US Dollars.
- Without BBA Pumps' written consent, neither modification nor cancellation of an Order, nor deferred delivery of products, completed or in production, is permitted by Buyer or Buyer's agents or representatives. Modification, cancellation or suspension of an Order after acceptance by BBA Pumps may be made only upon written acceptance of BBA Pumps and on terms which will compensate BBA Pumps for loss (including loss of profits) due to the cancellation and shall include payment for work already completed and/or materials already used or purchased. Modification, partial cancellation or suspension may subject an entire Order to price revision, in BBA Pumps' discretion.
- Notwithstanding anything contained herein to the contrary, BBA Pumps may reject in writing any Order submitted by Buyer for any reason, including if BBA Pumps, in is sole discretion determines that it cannot meet the quantity of purchased Products to be delivered or the requested shipment date specified in such Order.

Quotation No.: AB10022025

BBA Pumps

7222 Cross Park Drive, North Charleston, SC 29418 | United States | 00+1 843.849.3676
www.bbapumpsusa.com

Desoto County BOCC
2170 NE Roan Street,
Arcadia, FL 34266

Date: October 2, 2025

Phone: 863.990.0235

Attention: Alex Shannon

Email: a.shannon@desotobocc.com

Dear Alex,

Thank you for your interest in BBA Pumps, the leading manufacturer of portable diesel driven pumps. As requested, please find the attached quote. After reviewing this quote, if you should have any questions, please do not hesitate to contact us. We are happy to provide demonstrations and references of our products and services upon request.

BBA Pumps North America proudly provides portable pumping solutions in the United States, Canada, and Mexico. Our pumps and piping systems are designed, engineered, and constructed by our parent company BBA Pumps BV, located in The Netherlands. Whether you are installing wellpoints, setting up a sewer bypass, assisting with flood control, or providing general dewatering, BBA Pumps can support all of your portable pumping needs from the pump, piping, couplers, and wellpoint systems.

FSA23-EQU21.0, Heavy Equipment, Group: PUMP, Item: 310

Article	Description	Unit Cost	Quantity	Total
US-BA180KS-SA-HA-2	BA180KS D315 (sound attenuated, skid mounted, diesel driven Hatz 4H50TIC DriveOn)	$ 54,636.00	1	$ 54,636.00
26944 - 8" Standard	Suction 30° flange 8"	$0.00	1	$ -
5080899 - 8" Standard	Discharge 30° flange 8"	$0.00	1	$ -
BA180KSD315SATM	BA180KS D315 - screw impleller, sound attenuated, Hatz 4H50TIC DO, with DOT approved, tandem axle trailer	$15,855.00	1	$ 15,855.00
55927 - 8"	Flange x Female Camlock 8"	$850.00	1	$ 850.00
3401928 - 8"	Gaskets required for 8" pump *Two gaskets are required per pump	$0.00	2	$ -
55926 - 8"	Flange x *Male Camlock* 8"	$483.00	1	$ 483.00
53819	Solar Battery Charger	$616.00	1	$ 616.00
Freight	Delivery to Arcadia FL included with FSA		1	$ -
				$ 72,440.00

Sincerely,

Adam Beasley
BBA Pumps North America
843.849.3676 office
843.830.9071
abeasley@bbapumps.com
www.bbapumps.com

Terms & Conditions:

- Plus, applicable shipping from North Charleston, South Carolina. A hard shipping number can be provided upon request.
- Price does not include any applicable duties or sales tax, use tax, and excise tax, value-added or other similar taxes that may apply to this project. We shall not be held liable for liquidated, incidental, consequential or any other kind of damages.
- Price quote is firm for receipt of an order within 10 days of this quotation.
- Payment terms are net 30 days.
- Price is reflected in US Dollars.
- Without BBA Pumps' written consent, neither modification nor cancellation of an Order, nor deferred delivery of products, completed or in production, is permitted by Buyer or Buyer's agents or representatives. Modification, cancellation or suspension of an Order after acceptance by BBA Pumps may be made only upon written acceptance of BBA Pumps and on terms which will compensate BBA Pumps for loss (including loss of profits) due to the cancellation and shall include payment for work already completed and/or materials already used or purchased. Modification, partial cancellation or suspension may subject an entire Order to price revision, in BBA Pumps' discretion.
- Notwithstanding anything contained herein to the contrary, BBA Pumps may reject in writing any Order submitted by Buyer for any reason, including if BBA Pumps, in is sole discretion determines that it cannot meet the quantity of purchased Products to be delivered or the requested shipment date specified in such Order.

Quotation No.: AB10022025

DeSoto County

10/28/2025

Item #: 4.

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

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

TITLE & DESCRIPTION:
Minutes/BOCC Public Meeting/Final Budget Hearing, 09-23-2025 BOCC Public Hearing and 10-14-2025 BOCC Public Hearing

REQUESTED MOTION:
To approve the minutes for BOCC Public Meeting/Final Budget Hearing, 09-23-2025 BOCC Public Hearing and 10-14-2025 BOCC Public Hearing

SUMMARY:
Minutes

BACKGROUND:
Minutes

DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, September 23, 2025 **6:30 PM**

Final Budget Hearing

ROLL CALL

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

Absent: Commissioner Judy Schaefer

CALL TO ORDER

PUBLIC HEARING @ 6:30PM

1. **PowerPoint Presentation of the 2025-2026 Budget**

Attachments: Final Budget Hearing (09-23-2025) For Final Adoption (09-13-20 FINAL

Brian Wagner present the county's proposed final budget of $178,312,046 which is about $35,000 less then the tentative version after a few adjustments. The county is also set to receive $37,852,736 in grant funding. Within the total budget, the general fund accounts for $66,698,309, with $24.5 million allocated to constitutional officers. the proposed millage rates include 6.8675 for AD Valorem and 2.9406 for the law enforcement MSTU, along with a 15 percent fire and EMS assessment. Compared to the current year rollback rate of 7.3879, the proposed aggregate millage of 9.4508 is 0.35 percent lower. Reserves remain in the good condition, with a contingency reserve of $9 million, which together would allow the county to operate for about five months based on average monthly expenses. With these numbers in place, the request made before the board is to adopt the millage, and the capital improvement plan for fiscal year 2025-2026.

2. **Resolution-Final Millage Rates FY 2025-2026**

Attachments: FINAL Millage Resolution 2025-2026

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

Aye: Deriso, Hickox, Langford, and Gross

Absent: Schaefer

Enactment No: 2025-089

3. Resolution-Final Budget FY 2025-2026

Attachments: FINAL Budget Resolution 2025-2026

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

Aye: Deriso, Hickox, Langford, and Gross

Absent: Schaefer

Enactment No: 2025-090

4. Capital Improvement Plan FY 2025-2026

Attachments: CIP Book FINAL FY25-26 09-08-2025 Short Version

A motion was made by Commissioner Hickox, seconded by Commissioner Gross, to approve the Capital Improvement Plan for fiscal year 2025-2026 . The motion carried by the following vote:

Aye: Deriso, Hickox, Langford, and Gross

Absent: Schaefer

ADJOURNMENT

Being no further business before the Board, Chairman Deriso adjourned the meeting at 6:41PM

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

_____
MANDY HINES
COUNTY ADMINISTRATOR

_____
J.C. DERISO
CHAIRMAN

SUPPLEMENTAL BOARD DOCUMENTS

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

DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, September 23, 2025 **3:00 PM**

CALL TO ORDER

ROLL CALL

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

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

Dr. Allen Reesor with Trinity Methodist gave the invocation.

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

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

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

PUBLIC FORUM FOR NON-AGENDA ITEMS

Ashley Brown Community Outreach Coordinator for Desoto County Schools briefed the Board on new social media campaigns designed to celebrate the district's thriving community. Initiatives like "Where Are They Wednesday" and "Behind the Bulldog" aim to highlight the achievements of past alumni and showcase the dedication of current staff members.Brown encouraged everyone to stay connected by following the district's website and social media platforms for the latest updates on sports, events, and inspiring stories from across Desoto County Schools..

CONSENT AGENDA-MOTION TO APPROVE

Approval of the Consent Agenda

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

Aye:	Deriso, Hickox, Langford, and Gross

Absent: Schaefer

1. **Technical Revision/Local Housing Assistance Plan**

Attachments: Tech Revision with attachements Sept 2025.pdf
Current with attachements June 10_2025.pdf

2. **Minutes/BOCC Public Meeting 08-12-2025 & 08-26-2025 and Budget Meeting 08-12-2025 & 08-26-2025**

Attachments: 08-12-2025 BOCC_Budget Workshop 3
08-12-2025 BOCC Meeting
08-26-2025 BOCC Budget Workshop 4
08-26-2025 BOCC Meeting

3. **Declaration of Surplus Property**

Attachments: Surplus Declared 9-23-25

4. **Contract Amendment / Lawn Maintenance Services / Zamora's Lawn and Landscape, LLC**

Attachments: 22-20-00ITB Contract Amendment Renewal #3

4a **State of Florida Department of Health FY 2025-2026 Core Contract**

Attachments: Health Department Core Contract FY 25-26
Health Department Fee Schedule FY 25-26

PRESENTATION

5. **REG Architects Presents Awards won for the DeSoto Courthouse Restoration Project**

Attachments: 2025 Award Notification - DeSoto County Historic Court House

Rick Gonzalez of REG Architects presented the Board with two prestigious honors: the 2025 Florida Preservation Award in the category of Restoration, Rehabilitation, or Adaptive Use for the Desoto County Historic Courthouse, and the Historic Preservation Award from the American Institute of Architects (AIA) Palm Beach Chapter.

REGULAR BUSINESS

6. **Proclamation/National 4-H Week**

Attachments: Naitional 4-H Week for Sept 23, 2025

Mandy Hines read the Proclamation into record to proclaim the week of October 5th-11th as "National 4H Week" Katelyn Mulinix, Extension Director accepted the Proclamation.

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

Aye: Deriso, Hickox, Langford, and Gross

Absent: Schaefer

7. Contract Award / Risk Management Associates, Inc. / Property and Casualty Insurance

Attachments: Selection Committee Ranking Totals
25-16-00RFP Selection Committee 2nd Round Ranking Totals
25-16-00RFP Contract - Final

Latrinda Jones, Human Resource Director presented a request to approve the Contract with Risk Management Associates, Incorporated, for Property and Casualty Insurance Brokerage Services.

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

Aye: Deriso, Hickox, Langford, and Gross

Absent: Schaefer

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

Attachments: AP Check Report - Warrants 08-26-25 to 09-09-25

Peter Danao, Finance Director presented a request to approve accounts and warrants drawn according to Schedule(s) of Bills Payable August 26, 2025-September 9, 2025.

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

Aye: Deriso, Langford, and Gross

Absent: Schaefer

Recused: Hickox

9. Purchase agreement for 10 parcels for Stormwater Management for CR 769 Expansion.

Attachments: DOC090925-090925.pdf

Mike Giardullo, County Engineer presented a request to approve the Purchase and sale Agreement for 10 parcels owned by Michael and Christine Sheran and authorize the Chairman to sign all documents necessary for closing.

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

Aye: Deriso, Hickox, Langford, and Gross

Absent: Schaefer

10. Hyatt Survey Work Authorization for Ongoing Surveying for work associated with Planning and Zoning

Attachments: WORK AUTHORIZATION FORM 25-26-1 HYATT SURVEY SERVICES, INC

Cindy Talamantez, Purchasing Director presented a request to approve the work Authorization 25/26-01 with Hyatt Survey Services.

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

Aye: Deriso, Hickox, Langford, and Gross

Absent: Schaefer

11. Weiler WA24/25-06 Fire Department Training Facility-Permitting and Design Services

Attachments: WORK AUTHORIZATION FORM weiler 24-25-06 fire training facility
WA_FireDepartmentTrainingFacility (002)

Cindy Talamantez, Purchasing Director presented a request to approve the work Authorization 24/25-06 for permitting and design services for the Fire Training Facility.

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

Aye: Deriso, Hickox, Langford, and Gross

Absent: Schaefer

ADMINISTRATOR'S REPORT

Mandy Hines made the board aware of a transfer request for Resolution 2021-84 from VCH Citrus to Llano Ranches. This transfer will be done administratively unless the board decided otherwise. There was a brief discussion as to the special exception conditions. The board accepts the transfer to be done administratively. Ms. Hines revisited the idea of holding an impact fee workshop, noting that it had been previously discussed. The board engaged in conversation on the matter, and due to Commissioner Schaefer's absence, it was agreed that the topic would be added as an action item on a future agenda. She inform the board of concerns raised during the tentative budget workshop and the subsequent calls over how the assessments are being applied to different type of structures particularly barns, workshops and other commercial or industrial properties with inconsistencies in coding. Staff will prepare a comprehensive report so the board can hold policy discussions and make determinations on how assessments should be applied moving forward. Ms. Hines also gave an update on the Mills project. Some minor setback have delayed the process however despite the challenges, staff efforts and dedication have been truly commendable.

COUNTY ATTORNEY'S REPORT

Valerie Vicente, County Attorney provided an update following the Board direction, stating that a complaint was filed for temporary and permanent injunction against HWY 17 Arcadia LLC, which operates Giuseppe's restaurant. The process of serving the complaint is underway and litigation will proceed from there. She will inform the board of any developments.

BOARD MEMBER COMMENTS

The Commissioners express their gratitude to staff for all the hard work that they have put into the many ongoing projects within the county, the Mills project is moving along well and are looking forward to announcing the grand opening. The Board reviewed the current status of the Fire Station 1 project and engaged in discussion regarding its development. The Commissioners also consulted with the County Attorney concerning the status of various pending litigation matters, which remain under review by the Circuit Court.

RECESS UNTIL 6:30 PM PUBLIC HEARING

QUASI-JUDICIAL PUBLIC HEARING

Valerie Vicente County Attorney explained county procedures for Quasi-Judicial. The Clerk administered the Oath to all who wished to speak at the hearing

12. Ordinance / Robert M. & Barbara G. Tiffany Co. Trs (Liverpool PUD) RZNE-0061-2024

Attachments: GS 2025-08-22 RZNE-0061-2024 Liverpool SR for PC
Location Map
FLUM
Zoning Map
24004890-PUD-03 PLAN 2025-04-15
2025-09-05 RZNE-0061-2024 Liverpool Ordinance for BOCC FINAL

Misty Servia presented a request to adopt an ordinance to rezone two contiguous parcels totaling 124.07 acres, located on Liverpool Road west of Highway 17, from RMF-6 to Planned Unit Development (PUD). Staff confirmed that the project complies with PUD and rezoning standards and recommended conditions addressing utility capacity, traffic studies, buffering, sidewalks, and state/federal wetland permitting. John Osborne, the county planning consultant, explained that zoning approvals only establish consistency and that detailed traffic and concurrency issues are resolved at the improvement plan stage. He outlined nearby projects, including Bridlewood, which will be required to add a traffic signal at Liverpool and US 17, Harbor Lakes, which retains zoning but withdrew its improvement plan. He emphasized that Liverpool Road is a local street with limited capacity. County code requires two access points for residential projects over 51units, preferably connecting to a collector or arterial road. Without Harbor Lakes or a new railroad crossing, Liverpool traffic would be funneled solely onto Liverpool Road, which is not classified collector or arterial, only a local road. Mr. Osborne stated the applicant's traffic study was limited to trip generation comparisons (RMF vs PUD) rather than a full analysis. A complete traffic impact study will be required at the improvement plan stage. Mr. Osborne emphasized that the traffic and safety impacts cannot be fully resolved until the improvement plan stage, but the second access requirement and Liverpool's roadway limits are key. The applicant, D.R. Horton and their project team presented a power point presentation seeking approval for up to 371 residential units across two phases, including amenities, open space, stormwater facilities, and road connections. They also requested deviations from certain conditions, citing an existing utility capacity agreement, a willingness to address off-site improvements, and a need for flexibility regarding buffer and sidewalk requirements. Transportation analysis indicated fewer daily trips than currently entitled uses. Environmental surveys found no listed species of concern, and wetlands on the site will be preserved. Todd Rebol with Atwell gave a brief overview of utilities and stormwater for the project, confirming that it will connect to Desoto County's public water and sewer system. He also updates the board on the Harbor Lakes matter, explaining that the withdrawal was due to the railroad requiring a full application and fee before even offering a pre-application meeting. They chose to withdrawal and plan to resubmit once they have the

necessary information. Several community members voiced concerns about infrastructure, access to Liverpool Road, wastewater drainage, and the potential strain additional housing could place on the area. Further discussion focused on road access, the railroad crossing, improvements to Liverpool Road, and the interconnection with Harbor Lakes. Many community members implored the board to table this item until the applicant has more information and shows that further traffic studies have been done with access and railroad crossings. They request that the board arrange meetings between the applicant and the communities to hold roundtable discussions that allow for open and transparent Q&A sessions.The applicant requested a 10-minute recess. Chairman Deriso allowed a 15-minute recess. Once reconvened, Todd Rebol requested that the item be tabled until October 28, 2025 to allow more time to work with the railroad, review the newly presented traffic information, and an opportunity to hold a neighborhood meeting for community feedback. He emphasized that dealing with the railroad is complex, and that additional time would help address concerns raised. Commissioner acknowledged residents concerns about the traffic and road impacts but emphasized the DR Horton purchased the land with proper zoning giving them development rights. They noted the developers commitments to utilities, road improvement and willingness to work with the community. Commissioner Gross made a motion to close the public hearing, seconded by commissioner Langford. The motion carried unanimously.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, that this Ordinance be tabled to the Board of County Commissioners, due back on 10/28/2025. The motion carried by the following vote:

Aye: Deriso, Hickox, Langford, and Gross

Absent: Schaefer

13.

Attachments: 2025-08-12 RZNE-0069-2025 EAR Property SR PC
Location Map
FLUM
Zoning Map
2025-08-12 RZNE-0069-2025 EAR Property Ord PC

Misty Servia presented a request to adopt an ordinance for rezoning to correct an error made in a prior rezoning. The existing parcel with an existing home on Liverpool Road was mistakenly included in a larger PUD rezoning with the Harbour Lakes PUD. The applicant requested to return the site to its original A5 zoning. Staff reviewed the request against the comprehensive plan and land development regulations and found it meets the criteria for approval. Tom Sacharski, with RVi Planning + Landscape Architecture, as well as a neighboring property owner voiced their support of the rezoning. Commissioner Gross made a motion to close the public hearing seconded by Commissioner Hickox. The Motion carried unanimously.

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

Aye: Deriso, Hickox, Langford, and Gross

Absent: Schaefer

Enactment No: 2025-012

14. Resolution / Trey & Jeanine Hansen (Mobydick Assembly Complex) SITE-0122-2023

Attachments: 2025-09-08_SITE-0122-2023 Moby Dick SR BOCC FINAL
Location Map
Zoning Map
FLUM
01 Revised Site Plan_DS
2025-09-08 SITE-0122-2023 Moby Dick Resolution FINAL

Misty Servia presented a request for approval of a development plan to implement improvements to an existing industrial use. The site currently has an existing driveway access from SW Highway 72. The proposed development includes the construction of a 60-foot by 100-foot (6,000 square foot) metal building, a 20-foot by 20-foot gazebo, and a 200-foot by 100-foot open sand area designated for outdoor equipment storage, located on the western portion of the property. Ms. Servia reviewed the property's zoning designation, the necessary permitting requirements, and all applicable conditions for approval. Mr. Brown of Cool & Cobb Engineering spoke on behalf of the applicant, noting that the site is already operational and that the proposed improvements will support the continuation and expansion of the existing business.Commissioner Gross moved to close the public hearing, with a second by Commissioner Langford. The motion passed unanimously.

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

Aye: Deriso, Hickox, Langford, and Gross

Absent: Schaefer

Enactment No: 2025-091

ADJOURNMENT

Being no further business before the Board, Chairman Deriso adjourned the meeting at 9:32PM

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

MANDY HINES
COUNTY ADMINISTRATOR

J.C. DERISO
CHAIRMAN

SUPPLEMENTAL BOARD DOCUMENTS

Board Documents 09-23-2025 BOCC Public Meeting

Attachments: 09-23-2025 BOCC Public Hearing Speaker Cards
09-23-2025 BOCC Public Hearing Supplemental Doc
09-23-2025 BOCC Public Hearing Supplemental Docs Emails
09-23-2025 BOCC Public Hearing Supplemental Docs Emails
09-23-2025 BOCC Public Hearing Final Budget
Liverpool PUD - BoCC PPT

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

DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, October 14, 2025 **9:00 AM**

CALL TO ORDER

ROLL CALL

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

Absent: Commissioner Steven Hickox

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

Pastor David Stewart of Grace Presbyterian Church gave the invocation.

INTRODUCTION OF ELECTED OFFICIALS

Debbie Wertz, Supervisor Of Elections was present.

SET/AMEND

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

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

PUBLIC FORUM FOR NON-AGENDA ITEMS

CONSENT AGENDA-MOTION TO APPROVE

Approval of the Consent Agenda

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

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

1. **Agreement Renewal/AC Disaster Consulting, LLC.**

   Attachments: 23-03-00RFP Agreement Amendment #1

2. **State Aid to Libraries Grant**

Attachments: State Aid to Libraries Grant

3. **Purchase/ GameTime Playground**

Attachments: GameTime Purchase Agreement and Quote

4. **FDACS - State Financial Assistance Recipient Agreement**

Attachments: 32949 Desoto County BOCC

5. **Minutes/BOCC Public Meeting 09-08-2025 & 09-09-2025**

Attachments: 09-08-2025 BOCC Meeting Tentative Budget Hearing
09-09-2025 BOCC Meeting

6. **Emergency Preparedness and Assistance Grant (EMPA)**

Attachments: Desoto County FY25 A0555 Agreement

7. **Purchase of Ford F250 Crew Cab Pickup**

Attachments: Ford F250 Crew Cab Quote.pdf

8. **Purchase of Ford F250 Utility Truck**

Attachments: Utility Truck Quote.pdf

9. **Resolution/Community Development Block Grant Disaster Recovery (CDBG-DR)**

Attachments: HI026 Ready for Signature
Enabling Resolution for CDBG-DR Hazard Mitigation
Enactment No: 2025-092

10. **Opioid Settlement Participation**

Attachments: Opioid Settlement - Secondary Manufacturers

REGULAR BUSINESS

11. **Proclamation/National Safe Sleep Awareness Month**

Attachments: Safe Sleep Awareness Month 2025

Mandy Hines read the Proclamation into record to proclaim the month of October " Safe Sleep Awareness Month"

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

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

12. **Proclamation/Domestic Violence Awareness Month**

Attachments: Domestic Violence Awareness Month Oct 2025

Mandy Hines read the Proclamation into record to proclaim the month of October as " Domestic Violence Awareness Month" Representatives of SAFE

PLACE AND RAPE CRISIS CENTER, INC. (SPARCC) accepted the Proclamation.

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

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

13. Contract Award / Weiler Engineering Corporation / Engineer of Record

Attachments: 25-20-00RFQ CONTRACT
Copy of WECDeSotoRateComparison

Cindy Talamantez made a request to approve the Contract with Weiler Engineering Corporation for Engineer of Record Services.

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

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

14. Weiler Work Authorization 25/26-03 General Engineering Services

Attachments: WORK AUTHORIZATION FORM weiler 25-26-03 GENERAL ENGINEERING

Cindy Talamantez made a request to approve Weiler Work Authorization 25/26-03 for General Engineering Services.

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

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

15. Weiler Work Authorization 25/26-04- General DCU

Attachments: WORK AUTHORIZATION FORM weiler 25-26-04 GENERAL ENGINEERING UTILITIES

Cindy Talamantez made a request to approve Weiler Work Authorization 25/26-04 for General Engineering for Utilities.

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

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

16. Resolution/Budget Amendment Fiscal Year 2024/2025

Attachments: Resolution
Summary and Narrative
2025-153 Supervisor of Elections
2025-160 Budget Carryovers 10-14-2025
2025-161 Sheriff Article V (Q4)

Brian Wagner made a request to adopt Resolution relating to budget amendments

2025-153, 2025-160 and 2025-161 affecting the 2024/2025 adopted budget.

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

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

Enactment No: 2025-093

17. Resolution/Budget Amendment Fiscal Year 2025/2026

Attachments: Resolution
Summary and Narrative
2026-1 Budget Carryovers 10-14-2025
2026-2 Hurricane Ian
2026-3 Utilities Capital Wastewater
2026-4 Public Safety

Brian Wagner made a request to adopt a Resolution relating to budget amendments 2026-1, 2026-2, 2026-3 and 2026-4 affecting the 2025/2026 adopted budget.

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

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

Enactment No: 2025-094

18. Bid Awards/SHIP and HHRP

Attachments: Bid log in.pdf
11325 SW Essex Dr.pdf
1315 SE Third Ave.pdf
1192 SW Rainbow Ave.pdf
310 W Myrtle St.pdf
Notice to Bidders - 09-12-2025.pdf

Lori Benson requested approval of bid awards, with staff recommending RD Welch Co for three projects and White Sands Construction for the 3315 SE Third Ave bid.

A motion was made by Commissioner Langford, seconded by Commissioner Gross, to approved the bid award. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

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

Attachments: AP Check Report - Warrants 09-09-25 to 09-22-25

Peter Danao made a request to approve the accounts and warrants drawn according to Schedule(s) of Bills Payable September 9, 2025-September 22, 2025.

A motion was made by Commissioner Gross, seconded by Commissioner Schaefer, to

approve the accounts and warrants drawn. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

20. Acceptance of Permanent Utilities Easement for Giuseppe's Brooklyn Oven

Attachments: Hwy17ArcadiaLLC-PermanentUtilitiesEasement

Michael Giardullo presented a request to accept the Permanent Utilities Easement granted by Hwy 17 Arcadia LLC for the County's roadside stormwater system constructed within private property.

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

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

21. Resolution / Agreement / FDOT SCOP NE Bishop Street Road Improvements

Attachments: 448768-1-54-01 Resolution
448768-1 Draft State Funded Grant Agreement - approved

Michael Giardullo presented a request to adopt the resolution acknowledging and accepting FDOT SCOP Agreement FP# 448768-1-54-01 for NE Bishop Street.

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

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

Enactment No: 2025-095

22. Resolution / Agreement / FDOT SCRAP NW Lily Avenue Road Improvements

Attachments: 448765-1-54-01 Resolution
448765-1_Draft_State_Funded_Grant_Agreement- approved

Michael Giardullo presented a request to adopt the resolution acknowledging and accepting FDOT SCOP Agreement FP# 448765-1-54-01 for NW Lily Avenue.

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

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

Enactment No: 2025-096

23. Applicant's request to reschedule the public hearing on the PUD Rezoning for Liverpool (RZNE-0061-2024)

Attachments: Ltr 10-2-2025 Vicente RE Extension Request (Liverpool)

Valerie Vincente presented a request for approval from the applicant that the public hearing on the PUD Rezoning for Liverpool from the October 28, 2025, BOCC public meeting be continued to the May 2026 BOCC public meeting , the applicant is asking for the six-month continuance to ensure that they have

definitive answers to the issues raised at the hearing held on September 23, 2025. A motion was made by Commissioner Gross, seconded by Commissioner Schaefer, to approved the rescheduling for PUD rezoning. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

Absent: Hickox

ADMINISTRATOR'S REPORT

County Administrator Mandy Hines read a letter from the 12th Circuit Court regarding the recent renovations to the third-floor courtroom. The Court expressed its appreciation for the exceptional work completed by Semco, noting that the renovation process was handled with professionalism and that the final result exceeded expectations. The letter also included a proposal to dedicate the newly renovated courtroom in honor of Judge Paker.

COUNTY ATTORNEY'S REPORT

The county attorney, Valerie Vicente reported that in the Giuseppe's litigation, three of the four corporate entities have been officially served, with one entity and Mr. Grossman still pending service. The served parties must respond by October 21 under Florida civil procedure rules. Once responses are received, the county can move forward with scheduling a court hearing. She also noted that Giuseppe's remains open despite the lawsuit, but further action depends on the court's schedule. Valerie additionally updated the board on attending the FLUEDRA mediation regarding the VCH, Osceola Organics matter. She plans to brief commissioners individually on the results and present a formal settlement proposal at the October 28, 2025 meeting.

BOARD MEMBER COMMENTS

The Board of County Commissioners expressed their appreciation to staff for their continued dedication and hard work. Commissioner Langford shared his positive impressions following a visit to the renovated Mills Building, noting its quality and commending the Road and Bridge Department for the exceptional landscaping. Commissioner Deriso also recognized the Road and Bridge staff for their diligent efforts in maintaining the county's roadways, ensuring they remain well-mowed and clear.

ADJOURNMENT

Being no further business before the Board, Chairman Deriso adjourned the meeting at 9:28am.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

_____
MANDY HINES
COUNTY ADMINISTRATOR

_____
J.C. DERISO
CHAIRMAN

SUPPLEMENTAL BOARD DOCUMENTS

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

DeSoto County

10/28/2025

Item #: 5.

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

DEPARTMENT: Public Safety
SUBMITTED BY: **Cindy Talamantez**
PRESENTED BY: **Cindy Talamantez**

TITLE & DESCRIPTION:
Resolution- COPCN Provider Name Change POSITIVE MOBILITY, LLC D/B/A AS ELITE MEDICAL RESPONSE

REQUESTED MOTION:
Approve the Resolution Transferring a Certificate of Public Convenience and Necessity from Positive Mobility, Inc. D/B/A Elite Medical Response, LLC. to Positive Mobility, LLC D/B/A as Elite Medical Response

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

BACKGROUND:
Positive Mobility Inc., D/B/A Positive Medical Transport, Inc. was granted the Certificate of Public Convenience and Necessity by the County on December 13, 2022 to provide non-emergency transport of DeSoto County patients to out of county destinations, for an initial term of three (3) years commencing on January 1, 2023 and ending on December 31, 2025, which may be subject to one (1) year renewals at the end of that period with a maximum of three (3) extensions at the discretion of the County.
In September 2023 Positive Medical Transport, Inc. began doing business as Elite Medical Response, LLC.
In April of 2025, Positive Mobility, Inc. D/B/A Elite Medical Response, LLC changed names to Positive Mobility, LLC D/B/A as Elite Medical Response, and has requested that the existing Certificate of Public Convenience and Necessity be transferred to the new entity name.
Recognizing the name change is a requirement by the State of Florida to maintain and operate under the COPCN designation.
FUNDS:

Budget Amount: **No Monetary Request**
Actual Agenda Item Cost: **No Monetary Request**
Account Number: **No Monetary Request**
Explanation: **No Monetary Request**

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, TRANSFERRING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FROM POSITIVE MOBILITY, INC. D/B/A, ELITE MEDICAL RESPONSE, LLC, TO POSITIVE MOBILITY, LLC D/B/A AS ELITE MEDICAL RESPONSE

WHEREAS, the Board of County Commissioners (the "Board") of DeSoto County, Florida (the "County") through its Public Safety Department operates an advanced life support ambulance system providing quality emergency medical services to the citizens of DeSoto County; and

WHEREAS, Section 401.25(2)(d), Florida Statutes, requires a prerequisite to the issuance of a State license the issuance of a Certificate of Public Convenience and Necessity from the governing body in each county in which the applicant will operate; and

WHEREAS, pursuant to Resolution No. 2022-99, Positive Mobility Inc., D/B/A Positive Medical Transport, Inc. was granted the Certificate of Public Convenience and Necessity by the County on December 13, 2022 to provide non-emergency transport of DeSoto County patients to out of county destinations, for an initial term of three (3) years commencing on January 1, 2023 and ending on December 31, 2025, which may be subject to one (1) year renewals at the end of that period with a maximum of three (3) extensions at the discretion of the County; and

WHEREAS, in September 2023 Positive Medical Transport, Inc. began doing business as Elite Medical Response, LLC and on October 25, 2023, pursuant to Resolution No. 2023-135, the County granted existing Certificate of Public Convenience and Necessity to Positive Mobility, Inc. D/B/A Elite Medical Response, LLC; and

WHEREAS, in April of 2025, Positive Mobility, Inc. D/B/A Elite Medical Response, LLC changed names to Positive Mobility, LLC D/B/A as Elite Medical Response, and has requested that the existing Certificate of Public Convenience and Necessity be transferred to the new entity name; 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. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

Section 2. That the Certificate of Public Convenience and Necessity represented by this Resolution be and hereby is issued to Positive Mobility, LLC D/B/A as Elite Medical Response, a Florida corporation whose principal address is 201 Commercial Court, Sebring, FL 33876, for a period of three (3) years which commenced on January 1, 2023 and will end on December 31, 2025; which may be subject to one (1) year renewals at the end of that period with a maximum of three (3) extensions.

Section 3. That this Certificate is subject to the following additional provisions:

a. Except as provided under subsection b., this service is limited to non-emergency, out-of-county transports to medical facilities and institutions, but shall not preclude performance of this service by the DeSoto County Fire Rescue, if conditions warrant that same shall be in the best interest of DeSoto County and the patient.

b. That the DeSoto County Fire Rescue may request emergency assistance from Positive Mobility, LLC D/B/A as Elite Medical Response, should such assistance be deemed necessary by the DeSoto County Fire Rescue.

c. That any non-emergency, in county transports be referred only by the DeSoto County Fire Rescue, and only when that service's schedule does not permit, transport by its own equipment and personnel.

d. That in the event of a requirement for Body Removal, Positive Mobility, LLC D/B/A as Elite Medical Response will provide the service of body removal and transport to the Sarasota Medical Examiners Office.

e. That Positive Mobility, LLC D/B/A as Elite Medical Response shall not solicit DeSoto County Fire Rescue clients.

f. That any modification to the rates submitted by Positive Mobility, LLC D/B/A as Elite Medical Response, in its application shall be subject to review and approval by resolution of the Board of County Commissioners prior to implementation of any modifications.

g. That this Certificate of Public Convenience and Necessity is non-exclusive and DeSoto County reserves the right to grant additional certificates to other firms or to have such services performed by DeSoto County Fire Rescue, if deemed appropriate by the Board of County Commissioners.

h. That this certificate of Public Convenience and Necessity shall not be construed by any party as establishing a contractual relationship for services between the DeSoto County Board of County Commissioners and Positive Mobility, LLC D/B/A as Elite Medical Response.

Section 4. In issuing this Certificate, it is understood that the above-named ambulance service will meet the requirements of State Legislation and provide the prescribed ambulances on a twenty-four (24) hour basis to all the incorporated and unincorporated areas of DeSoto County.

PASSED AND ADOPTED this 28th day of October 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

_____
Mandy Hines
COUNTY ADMINISTRATOR

By:_____
J.C. Deriso
CHAIRMAN

APPROVED as to form and legal sufficiency:

_____
Valerie Vicente
COUNTY ATTORNEY

DeSoto County

10/28/2025

Item #: 6.

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

DEPARTMENT: Animal Control
SUBMITTED BY: **Cindy Talamantez**
PRESENTED BY: **Cindy Talamantez**

TITLE & DESCRIPTION:
Purchase of a F250 with 8'bed as budgeted for Animal Control

REQUESTED MOTION:
Approve the Purchase of a 2025 F250 4X4 8'bed truck for Animal Control as approved in the FY 25/26 Budget

SUMMARY:
Purchase of a F250 with 8'bed as budgeted for Animal Control

BACKGROUND:
Animal Control through the CIP and Budget process requested a truck as a replacement for an old worn-out truck in their fleet. An F250 was approved as part of the FY 25/26 Budget.
This purchase is being made pursuant to an existing contract between the City of Tallahassee and Beck Auto Sales, Inc, Contract # 5180, titled "New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks" dated January 1, 2022, which is still in effect. Pursuant to the County's Procurement policy, the County may purchase under cooperative purchase contracts when they are obtained using competitive bidding procedures equivalent to those contained in the County's policy

FUNDS:
Budget Amount: **$55,000**
Actual Agenda Item Cost: **$53,735.33**
Account Number: **001-30195626400000**
Explanation: **Budgeted Capital**

Beck Ford Lincoln
420 N Palm Ave

Date:10/16/2025
Name CINDY
Organization:
DESOTO COUNTY

Tallahassee Vehicle Contract # 5180 Quote

CONTRACT END DATE 01/03/2027

Salesperson: Paul Ferschke

Code	Qty	Option	Unit Price	Line Total
W2BR4P	1	**2026 FORD F250 CREW CAB 4X4 SRW 176"wb**	$ 53,283.72	53,283.72
4NRST	1	FOUR CORNER STROBES	749.00	749.00
SPLNR	1	SPRAYIN BEDLINER	599.00	599.00
WTWST	1	WINDOWTINT WITH STRIP	399.00	399.00
	0		-	0.00
	0			
	0			
	0		-	0.00
	0		-	0.00
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				0.00

Subtotal	55,030.72
PIGGY BACK	200.00
Subtotal	**55,230.72**
Mark up 2%	**1,104.61**
Trade-In	**0.00**
Delivery	**100.00**
Concession	**2,700.00**
TOTAL	**53,735.33**

Please email all Purchase Orders to contractinfo@beckfleet.com
Send hard copes to Beck Auto Group Attn: Jami Curtis PO Box 443, Palatka, FL 32178

Thank you for your business!

This Quote Expires in 30 days

DeSoto County

10/28/2025

Item #: 7.

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

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

TITLE & DESCRIPTION:
Agreement Amendment/LIHEAP

REQUESTED MOTION:
To approve the amendment A1 to umbrella agreement E2235.

SUMMARY:
Florida Commerce sent out an amendment to the umbrella agreement for the LIHEAP program. The amendment outlines a whole new Scope of Work and Funding Source.

BACKGROUND:
In July, Florida Commerce and DeSoto County entered into an umbrella agreement for the LIHEAP program, and they are now requesting an amendment.

FUNDS:
Budget Amount: **NA**
Actual Agenda Item: **NA**
Cost: **NA**
Account Number: **NA**
Explanation: **NA**

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AMENDMENT ONE
FEDERALLY FUNDED
SUBGRANT UMBRELLA AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
DESOTO COUNTY

CFDA Number(s): 93.568 Agreement Number: E2235

On **July 10, 2025,** the State of Florida Department of Commerce ("Commerce"), with headquarters in Tallahassee, Florida, and DeSoto County ("Subrecipient") entered into an agreement awarding the Subrecipient Agreement Number E2235 (the "Umbrella Agreement"). Commerce and Subrecipient may individually be referred to herein as "Party" or collectively as the "Parties."

Recitals

WHEREAS, Section 4 of the Umbrella Agreement provides that any modification to the Agreement must be in writing, on Commerce-approved forms, as applicable, and duly signed by the Parties to be enforceable; and

WHEREAS, the Parties wish to modify the Agreement as set forth herein; and

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

1. **ATTACHMENT A-2, LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM SCOPE OF WORK AND FUNDING SOURCES** of the Agreement, is hereby deleted in its entirety and replaced with the attached Attachment A-2, Low-Income Home Energy Assistance Program Scope Of Work And Funding Sources.

2. The governing laws and dispute resolutions of the Umbrella Agreement are hereby incorporated by reference as if fully restated herein.

3. All other terms and conditions of the Umbrella Agreement remain in full force and effect.

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IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of the Umbrella Agreement E2235 as amended. This Amendment is effective **October 1, 2025.**

SUBRECIPIENT
DeSoto County

By: _____

JC Deriso II
Chair Desoto BOCC

Date: _____

59-6000579
Federal Identification Number

GH9DBEQV5KK3
UEI Number

E2235
Agreement Number

STATE OF FLORIDA
DEPARTMENT OF COMMERCE

By: _____

J. Alex Kelly
Secretary

Date: _____

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

OFFICE OF THE GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

ATTACHMENT A-2

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
SCOPE OF WORK AND FUNDING SOURCES

1. SUBRECIPIENT RESPONSIBILITIES

Subrecipient shall comply with, and when applicable, shall ensure all subcontractors' compliance with, the following requirements:

A. COMPLIANCE REQUIREMENTS

(1) Subrecipient shall use the LIHEAP funds to oversee the application process, manage cases for applicants and clients, and conduct outreach to provide energy assistance benefits to eligible low-income households. These funds will be spent in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, NFA(s), policies and guidance issued by Commerce, applicable federal cost principles and regulations, and the current LIHEAP State Plan.

(2) Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96, as well as 2 C.F.R § 175.15(b) as it relates to 22 U.S.C 7104 Prevention of trafficking.

B. PAYMENT AND DELIVERABLES

Subrecipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Activity, as described in this Attachment (A-2 LIHEAP), for successful completion of the Deliverables, as solely determined by Commerce. Administrative and Outreach funds should be spent throughout the entire contract period.

(1) Commerce shall make funding available to subrecipients by Notice of Funds Available ("NFA"), at its sole discretion, through the methodology for the funding amounts to each subrecipient. The NFA will provide the allocated amount to each subrecipient for (1) administrative cost, and (2) outreach cost.

(2) Administrative costs will be provided to subrecipients in the amount equal to Eight and a half percent (8.5%) of the total direct client assistance allocation.

(3) Outreach cost will be provided to subrecipients in the amount equal to fifteen percent (15%) of the total direct client assistance allocation.

(4) Direct Client Assistance funding allocations by county will be available to each subrecipient and detailed in the notification of funding.

a. Direct Client Assistance funding will be administered by a third-party vendor on behalf of the subrecipient.

Deliverables:

(1) The Subrecipient will conduct outreach efforts to inform and engage eligible households in their service area about the LIHEAP program. These efforts will aim to increase awareness and participation through community partnerships, focusing on households with vulnerable populations.

(2) The Subrecipient will manage the LIHEAP program by maintaining accurate records, processing applications promptly, adhering to federal and state regulations, and providing timely reports to FloridaCommerce. This includes following procedures that protect client confidentiality and responsibly managing funds within approved limits.

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

(3) The Subrecipient will provide eligible households with direct assistance by:
   a. Facilitating the application process for LIHEAP benefits within the FloridaCommerce Case Management System ;
   b. Ensuring timely resolution of energy crises, utilizing the Commerce-provided Case Management System;
   c. Validate and pledge the approved award amounts for each client in the Utility company portal, and
   d. Ensuring thorough and timely service delivery.

All services outlined in the deliverables will be provided in accordance with the LIHEAP State Plan and LIHEAP Policy and Procedures manual, and Section E of this Attachment (A2-LIHEAP) to this agreement. Subrecipient shall submit a revenue and expense statement supporting costs in sufficient detail to demonstrate that such costs are allowable, reasonable, allocable, and necessary to serve eligible clients.

Subrecipient shall submit, at a minimum, one Monthly Financial Activity as described in this Attachment.

Deliverable 1: Outreach	
Tasks	Minimum Level of Service
Create and distribute educational and promotional materials using various outlets. Make visits to homebound individuals where necessary	Provide outreach and educational materials to all community and utility partners. Materials to be available on the agency website. Provide a policy to FloridaCommerce on serving homebound individuals.
Organize and host community events trainings, or workshops to provide education on energy savings and LIHEAP benefits	Participate in at least 3 community events organized by the agency or other community partner. Achieve a 60% attendance rate at outreach events based on projected turnout of LIHEAP eligible participants Maintain detailed records of training sessions including attendance sheets, agendas, materials, and meeting minutes.
Build partnerships with local organizations and stakeholders to expand outreach	Develop and maintain partnerships with other social service agencies and nonprofit organizations to expand resource networks and improve client outcomes. Conduct quarterly evaluations of outreach effectiveness and implement improvements as needed.
Deliverable 2: Administration	
Maintain confidentiality	Maintain zero tolerance for breaches of confidentiality
Review and update training materials to align with state policies, the State Plan and federal and state regulations	Conduct a comprehensive review of all training materials at least annually.

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

	Submit updated training materials to FloridaCommerce within 15 business days of revision following annual comprehensive review of training materials.
Schedule regular training sessions for staff on LIHEAP policies and procedures	Ensure all staff are fully trained within the first 30 days of employment. Schedule routine training throughout the year for all staff.
Prepare and submit required reports to FloridaCommerce (see Section 2 of this Attachment)	Maintain a reporting submission accuracy of at least 99% to ensure subrecipients are remitting reports as required by the contract.
Deliverable 3: Direct Client Assistance	
Provide personalized assistance to applicants, including guidance on required documents and how to use the Commerce-provided system.	Ensure availability to applicants during business hours, with staff trained in LIHEAP guidelines, federal requirements, and state-specific procedures Provide applicants clear guidance on required documents for eligibility verification Offer step-by-step instructions on using the Commerce-provided case management system, with emphasis on electronic application submission where possible. Establish multiple contact channels (e.g., phone, email, virtual meetings) for applicants to reach support staff, maintaining a response time of no more than 48 hours for energy crisis inquiries.
Review and process applications, determine eligibility, and manage cases in the Commerce-provided case management system.	Process all received applications within 15 calendar days, but no more than 30, calendar days of receipt, ensuring all necessary eligibility criteria are reviewed and documented in the Commerce-provided system. Conduct thorough eligibility checks based on federally approved poverty guidelines and documented household energy burden, ensuring compliance with all LIHEAP statutes. Use the Commerce-provided system to accurately manage case files, track application status, and record decisions. Ensure cases are updated regularly and meet federal documentation standards. Perform regular audits and checks within the system to ensure data integrity and compliance with federal and state records retention policies.
Assist applicants and clients in finding additional resources	Maintain an updated directory of local and federal resources, including housing assistance, food programs, and educational services, available to applicants and clients. Provide additional resource information on the agency website.

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

	Provide proactive referrals to relevant community services that can address additional needs beyond energy assistance, including services for elderly, disabled, and young children. All referrals to be documented in the Commerce provided case management system.

C. FINANCIAL CONSEQUENCES

(1) Failure to successfully complete the above Deliverables, as determined by Commerce in its sole discretion, will result in nonpayment. Commerce shall not reimburse any expenditures associated with Deliverables not accepted by Commerce as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of Deliverables.

(2) Commerce will require the Subrecipient to verify that the draw down on administrative and outreach funds is consistent with the level of work being performed.

(3) The Financial Consequences identified in this Agreement do not preclude Subrecipient from being subject to "Debarment and Suspension" as prescribed by Commerce. When a Subrecipient fails to comply with the terms of this Agreement, a temporary suspension of funding for enforcement purposes may be instituted.

D. DEFINITIONS

(1) "Administrative Expense-In-Direct" – General & Administrative (G&A) expenses, are the costs incurred for overall management and support functions. These costs are essential for day-to-day operations but are not directly attributable to delivering a specific program or service. They represent the cost of running the business itself. Such as, Personnel: salaries, wages, and benefits; Facilities: rent, utilities, and insurance; Professional Services: fees for legal, accounting, and auditing services.

(2) "Administrative Expense-Direct" - General & Administrative (G&A) Costs that are incurred for and can be traced exclusively to a specific project, service, product, or activity. These costs would not have been incurred if the specific project or activity had not been undertaken.

(3) "Applicant" – A person or persons who has submitted or requested an application for services.

(4) "Application Date" – The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.

(5) "Application Receipt" – The date an Applicant first submits an application for assistance.

(6) "Client" – An Applicant, household or customer whose application for assistance has been approved.

(7) "Crisis Assistance" – Assistance provided to an Applicant with no access to, or in danger of losing access to, needed home energy. Subrecipient must refer to the current LIHEAP Policies and Procedures Manual for current Crisis Assistance guidelines.

(8) "Eligible Actions" – An action which provides for an intervention to mediate a crisis situation. All applications for Crisis Assistance must be acted upon by subrecipient, with an Eligible Action taken to mediate the crisis within 18 hours of the Application Receipt.
Eligible Actions include:

a. Review of application and indicate if applicant needs to provide additional information.
b. Denial of application because applicant is deemed ineligible
c. Written referral and providing applicant assistance in contacting another local agency if LIHEAP

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

funding is not available, or the applicant is ineligible.

(9) "Highest home energy needs" - The home energy requirements of a household are determined by considering both the energy burden of such household and the specific situation of that household, which results from having members of vulnerable populations, including very young children, individuals with disabilities, and frail older individuals.

(10) "Home Energy Assistance" – Assistance provided to an Applicant to reduce the Applicant's overall home energy burden. Subrecipient may provide at least one (1) Home Energy Assistance benefit per calendar year.

a. The benefit is not contingent upon current or past due amounts and can be used as a direct credit to the Client's account. It may be used to pre-pay home energy usage up to the amount the client is eligible to receive. If the vendor cannot accept credits for accounts, Subrecipients are allowed to make multiple payments per approved household until the client's Home Energy benefit award amount is reached.
b. Must follow the current benefit payment matrix provided by Commerce.

(11) "Home Energy Crisis" – A situation where a household does not have or is in immediate danger of losing home energy for heating or cooling per 42 U.S.C. 8622(6), or there exists an immediate threat to life or health because of any of thefollowing:

a. The Applicant's home cooling or heating energy source has been cut off;
b. The Applicant has been notified that the energy source for cooling or heating is going to be turned off;
c. The Applicant has received a notice indicating the energy source is delinquent or past due;
d. The Applicant is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating;
e. The Applicant has a bill for which the due date has lapsed; or
f. The Applicant has other issues with home cooling or heating, such as needing to pay a deposit, requiring repairs or the purchase of heating or cooling equipment, or needing temporary emergency measures to prevent further crises.

(12) "Outreach Expenses" – Shall mean the costs incurred for the express purpose of identifying, informing, and assisting potential program beneficiaries. These expenses are directly associated with activities designed to connect the target population with program services, including application intake and initial processing.

(13) "Reasonable Standard of Promptness" – Means within fifteen (15) business days of Application Receipt.

A complete list of definitions can be found in the LIHEAP Policies and Procedures Manual.

E. PROGRAM TASKS & REQUIREMENTS

(1) Subrecipient will administer the LIHEAP Program in accordance with information and directives provided in Commerce-issued NFA(s), Commerce-issued policy directives and guidance, and this Agreement.

(2) Subrecipient shall conduct outreach activities to ensure that eligible households, especially those with elderly or disabled individuals, young children, and the highest home energy burden need, are made aware of the assistance available under this Agreement.

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

(3) Subrecipient shall help each Applicant find assistance through other community resources when LIHEAP funds are unavailable or insufficient to meet the emergency home energy needs of Applicant.
(4) Subrecipient shall maintain the following written policies:

a. A written policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
b. A written policy to protect Applicants' social security numbers and secure their identity. This policy must, at a minimum, address the handling of both paper and electronic records and files.
c. A written policy to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons and ensure crisis benefits are available year-round.
d. Maintain Commerce defined appeals and complaint policy that provides an opportunity for an applicant or Clients whose applications for assistance are denied or whose applications are not acted upon with Reasonable Promptness. Subrecipient shall post its appeal and complaint policy in a prominent place within Subrecipient's office viewable by all Applicants and Clients.

(5) Subrecipient shall, within 15 business days of the Application Date, furnish a written Notice of Denial and Appeals for each Applicant denied assistance. At a minimum, the written Notice of Denial and Appeals shall contain:

a. Name of Applicant;
b. Date of Application;
c. Type of benefit sought;
d. Reason(s) for denial;
e. Statement on Subrecipient's benefit limits, if applicable;
f. Statement of appeals process;
g. Name, phone number, and address applicable to the appeal process; and
h. Number of days the Applicant has to file the appeal.

(6) Subrecipient shall pledge payment amount to energy vendors on behalf of eligible and approved applicants.
(7) Subrecipient, in coordination with the local WAP agency, shall develop a system by which LIHEAP clients who have received more than three (3) heating/cooling (LIHEAP Home Energy Benefit) and/or crisis benefits in the last 18 months and who are homeowners, are referred to the WAP agency. Subrecipient shall maintain records sufficient to document referrals.
(8) Subrecipient shall enter into a Memorandum of Understanding (MOU) with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Subrecipient shall review and renew the MOU each program year. The MOU will detail how LIHEAP and EHEAP records (for households with elderly members) will be checked to avoid duplicate Crisis Assistance payments during the same season. Subrecipient shall maintain records sufficient to document coordination.
(9) Commerce shall allocate direct client assistance funds on a per-county basis for Subrecipients serving multi-county areas. The Subrecipient will be notified of the specific amounts allocated to each county via the Notice of Fund Available (NFA). The Subrecipient is required to ensure expenditures comply with this official allocation determined by Commerce.

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

(10) Subrecipient shall not charge Applicants a fee or accept donations from an Applicant to provide LIHEAP benefits. Subrecipient shall post the following statements in a prominent place visible to all Applicants and Clients: *"No money, cash or checks, will be requested or accepted from Applicants or Clients for LIHEAP services of any kind. If an employee asks for money, report this to the agency Executive Director or Department Head."*

(11) Subrecipient shall have a physical location and operate during hours available to Applicants and in accordance with the days and times as stated in Subparagraph (5)L., *Funding/Consideration*, of this Agreement.

(12) Subrecipient shall refund to Commerce, with non-federal funds, all funds incorrectly paid on behalf of Clients that cannot be collected from the Client.

(13) Subrecipient shall participate in training sessions scheduled by Commerce to cover LIHEAP policies and procedures.

(14) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.

(15) Subrecipient shall be in a position to accept applications after execution of this Agreement and adequate funding is provided. Subrecipient shall continue taking applications until this Agreement expires or funds are exhausted, whichever comes first.

(16) Subrecipient shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Unique Entity Identifier (UEI) number (www.SAM.gov.com) and maintaining an active and current profile in the Central Contractor Registration (CCR) (www.ccr.gov).

(17) Subrecipient shall publish and publicize its local outreach office telephone number, as well as the days and times the outreach office is open. If applicable for the area served, Subrecipient shall have a toll-free telephone number.

F. CLIENT APPEALS

At a minimum, Subrecipient's appeals process must provide an opportunity for an Applicant or Client to file a written appeal with Subrecipient's Program Supervisor within 10 calendar days of receipt of the written Notice of Denial and Appeal:

a. Upon receipt of a validly filed appeal or complaint, Subrecipient shall respond in writing within 10 calendar days.

b. The Applicant or Client may appeal Subrecipient's first response by filing its objections to the response with Subrecipient's Director, Executive Director, or Board Chair, as applicable, within five (5) calendar days of receipt of the first response.

c. Upon receipt of a validly filed objection to the first response, Subrecipient shall respond in writing within 10 calendar days, and the response must clearly state the final outcome of the appeal, that the decision is final, and, if applicable, the circumstances under which the Applicant or Client may re-apply for services.

G. CLIENT SERVICES AND BENEFITS

(1) Subrecipient shall provide LIHEAP Home Energy Assistance benefits based on the state-provided LIHEAP Payment Matrix. The benefit amount is based on the household's income level as compared to the National Poverty Guidelines.

(2) Subrecipient shall determine the correct amount of each Crisis Assistance benefit based on the minimum necessary to resolve the crisis, but not more than the maximum set by Commerce. Commerce will inform the Subrecipient of the maximum crisis benefit prior to the beginning of each program year.

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

(3) When the Applicant is in a life-threatening crisis situation, Subrecipient shall take one or more Eligible Actions that will resolve the emergency situation within 18 hours of Application Receipt for a Crisis Assistance benefit and document the Client file with which Eligible Action was used.
(4) When the Applicant is in a non-life-threatening crisis situation, Subrecipient shall take one or more Eligible Actions that will resolve the emergency situation within 48 hours of Application Receipt for a Crisis Assistance benefit and document the Client file with which Eligible Action was used.
(5) For all approved applications, the Subrecipient shall record pledge payments to utilities companies on behalf of approved Applicants within 24 hours from the Application Approval Date.
(6) For Crisis Assistance Applicants, Subrecipient shall compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate Crisis Assistance payments during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement.
(7) Applicant eligibility shall be based on the following factors:

a. Subrecipient may only assist Applicants who are, or were, residing in its LIHEAP service area at the time the home energy costs were incurred.
b. The Applicant must complete an application and return or upload all required information and verification to Subrecipient or subcontractor.
c. The Applicant must provide an entire utility, or fuel, statement verifying an obligation to pay home energy costs.
d. The Applicant must have a total gross household income of not more than 150% of the current OMB federal poverty level for their household's size.
e. To receive a Crisis Assistance benefit, the Applicant must meet the requirements of having a verifiable Home Energy Crisis as this term is defined in section D. (9) of this Attachment (A-2 LIHEAP).
f. If the Applicant lives in government subsidized housing, Subrecipient shall determine if all or part of Applicant's utility costs are paid directly or indirectly by the government and then take the following appropriate action:
    i. The Applicant must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.
    ii. The Applicant must not be a student living in a dormitory.

(8) Calculation of income eligibility:

a. Use the past 30 days earnings for all occupants of the household annualized, or the Applicant's most current economic situation, whichever is lower.
b. Reference the current year Sources of Allowable Income to determine what is and is not considered as allowable income.
c. For Cooling/Heating and Crisis assistance, total household income cannot exceed the greater of an amount equal to 150 percent of Federal Poverty Guidelines (FPG) for the state for households with 9 or more individuals; or an amount equal to 60 percent of the SMI for the state for households with up to 8 individuals
d. If an Applicant cannot document household income and does not receive food stamps, the Subrecipient shall accept a signed self-declaration of income statement that adequately explains exceptional circumstances and gives the amount of the Applicant's income.

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

e. No household may be excluded solely on the basis of income if the household income is less than 110% of the poverty level.

H. CLIENT RECORDS

Subrecipient shall maintain information in An electronic file for each LIHEAP Client that includes at least the following information:

(1) Client's name, address, sex, and age, and customer name on utility account (if not the Client);
(2) Names, ages, and current identification documentation (no more than one year expired) of all household members;
(3) Social Security Numbers for all household members or the citation to the applicable exemption;
(4) Income amount and method of verification for all household members;
(5) Income documentation to support eligibility;
(6) Signed statement of self-declaration of income, if applicable;
(7) Copies of approval or denial letters, including appeal procedures, provided to the Client;
(8) Documentation of disability according to the policy and procedure manual;
(9) Documentation of Client's obligation to pay the energy bill for the residence in which Client resides;
(10) Signed Authorization for Release of General and/or Confidential Information for LIHEAP
(11) Data, or notation that the Client did not sign the waiver;
(12) Utility Account Number;
(13) Main heating fuel type such as natural gas, propane, electricity, etc.
(14) If LIHEAP prevented disconnection or restored an energy disruption; and
(15) An electronically signed LIHEAP application with signatures of the Applicant, Subrecipient's representative, and supervisory staff. This includes the electronic signature required by the Commerce-provided Case Management System either via direct applicant submission or by authorized Subrecipient employee submitting this information on behalf of an applicant.

I. ENERGY VENDORS

The Subrecipient shall be responsible for negotiating and maintaining written agreements with all energy vendors ("Vendor Agreements"). At a minimum, each Vendor Agreement must specify its effective date and identify the key contact personnel for both the Subrecipient and the energy vendor who are authorized to resolve crisis situations and make payment commitments on behalf of a client.

The Vendor Agreement shall describe how the Subrecipient will pledge energy payments to the vendor and explicitly state that LIHEAP funds may only be used for the energy-related elements of a utility bill, with any exceptions requiring prior approval from Commerce. The agreement must prohibit the use of funds for charges resulting from a client's illegal activities, such as meter tampering, and affirm that the Client is responsible for such charges and any account balance not covered by the LIHEAP benefit. The Vendor Agreement must contain critical operational and protective assurances. The energy vendor must provide written assurance that no household receiving LIHEAP assistance will be treated adversely or be subject to discrimination in the cost of goods or services. The agreement must establish a clear process for the vendor to assist in verifying client account information and to make timely commitments to resolve energy crises. The vendor must also agree to provide monthly documentation to the

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

Subrecipient confirming the date and amount of all LIHEAP benefits applied to client accounts, which the Subrecipient shall maintain for its records.

2. REPORTS

Subrecipient shall submit the following reports to Commerce as specified below, in addition to any reporting requirements outlined in program and procedure manuals,

A. ANNUAL REPORTS

(1) Most recent IRS Form 990;
(2) LIHEAP Annual Household Report;
(3) LIHEAP Annual Performance Measures Report;
(4) The Subrecipient shall submit an Annual Report using Attachment G, including the most recent IRS Form 990, detailing the total compensation for the Subrecipient's executive leadership teams. Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of Form 990 to the IRS. The Subrecipient must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change.

1. QUARTERLY REPORTS

Low Income Home Energy Assistance Program Quarterly Performance and Management Report: Subrecipient shall submit to Commerce the Low Income Home Energy Assistance Program Quarterly Performance and Management Report no later than the tenth day of each month following the end of the quarter. Subrecipient shall be notified in writing of the due date and submission requirements.

2. MONTHLY REPORTS

(1) Subrecipient shall submit to Commerce at a minimum one (1) LIHEAP Monthly Financial Activity no later than the 21st day of each month following the end of the reporting month in which funds were expended. Commerce will make its determination whether to reimburse Subrecipient's costs based on Subrecipient's successful completion of deliverables, as evidenced by information contained in and submitted with the Monthly Financial Activity. Only with prior approval by Commerce will more than one reimbursement be processed for any calendar month. The Monthly Financial Activity must be submitted in Commerce's current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the due date. In the event the 21st day of the month falls on a weekend day or holiday, the Monthly Financial Activity shall be due on the next business day.

a. Each Monthly Financial Activity shall contain the following information, at a minimum:

I. An itemized list of all administrative and outreach expenditures incurred during the reporting month,
II. Dollar amount of administrative and outreach expenditure reimbursement requested,
III. Total number of clients served,

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

IV. Total amount of LIHEAP approved award amounts, and
V. All supporting documentation requested by Commerce.

b. An authorized signatory shall sign, date, and attest to the accuracy of each Monthly Financial Activity. Submission of a signed and completed Monthly Financial Activity by the Subrecipient constitutes their acknowledgement and certification that all expenditures listed are: reasonable, necessary, allowable, and allocable; were expended in accordance with the terms and conditions of this Agreement as well as all applicable federal, state, and local laws, regulations and written guidance; and have been reconciled with supporting documentation by the Subrecipient, which is readily available to Commerce upon request.
c. Commerce shall review each Monthly Financial Activity for compliance with the requirements outlined in this Attachment (A-2 LIHEAP) of this Agreement.

(2) Subrecipient shall submit the Monthly Client Services Report inclusive of LIHEAP payments applied to the applicant's utility account via the current online client tracking and reporting system to Commerce no later than the 21st day of each month following the end of the reporting month in which clients were served.

3. MONITORING REPORT RESPONSES

Subrecipient shall provide a written response to Commerce for all monitoring report findings or concerns no later than 30 calendar days from the date of the original monitoring report. Commerce shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the 30th day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for Commerce's review and approval.

4. COST ALLOCATION PLAN

Per title 45 C.F.R. § 75.302, Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. To document this, Subrecipient must submit a copy of its written Cost Allocation Plan, in accordance with 45 C.F.R. 75.415, to Commerce with this Agreement.

5. INDIRECT COST RATE PROPOSAL

Subrecipients of federal awards are required to have an approved, federally recognized indirect cost rate negotiated between such subrecipients, and the Federal Government. If no such rate exists, then Subrecipient shall have either a rate negotiated with Commerce (in compliance with 45 C.F.R. Part 75), or a *de minimis* indirect cost rate as set forth in 45 C.F.R. §75.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to Commerce with this Agreement. If Subrecipient chooses to use the *de minimis* rate, Subrecipient shall make sure it is legally entitled to use that rate and include a statement to Commerce to that effect with this

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.

6. OTHER REPORTS

Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by Commerce, including supporting or source documentation for any reports identified above in this Attachment.

7. CLOSE-OUT REPORT

The LIHEAP Close-Out Report is due 45 calendar days after termination of the Agreement or 45 calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the 45th calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to Commerce that include, at a minimum, the Close-Out Cover Sheet, the LIHEAP Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

8. SUBMISSION

Unless otherwise noted, reports shall be submitted to Florida Department of Commerce's designated Contract Manager as assigned by Commerce and delivered by standard mail or electronic mail using the contact information provided in Paragraph (18), Notice and Contract, of this Agreement.

9. PROGRAM STATUTES AND REGULATIONS

INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

A. The applicable documents governing service provision regulations are in the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35), as amended, and the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards 45 C.F.R., Part 75" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 48 C.F.R. 31.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and the following Federal Regulations are also applicable under this Agreement:

a. 45 C.F.R. Part 16 – Procedures of the Departmental Grant Appeals Board;
b. 45 C.F.R. Part 30 - Claims Collection;
c. 45 C.F.R. Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
d. 45 C.F.R. Part 81 - Practice and procedure for hearings under Part 80 of this Title;

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

e. 45 C.F.R. Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
f. 45 C.F.R. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
g. 45 C.F.R. Part 87 – Equal Treatment for Faith Based Organizations;
h. 45 C.F.R. Part 91 - Nondiscrimination on the Basis of Age in programs or activities receiving Federal Financial Assistance from HHS;
i. 45 C.F.R. Part 93 - New restrictions on lobbying;
j. 45 C.F.R. Part 95 – General Administration – Grant Programs;
k. 45 C.F.R. Part 96 - Block Grants;
l. 45 C.F.R. Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities;
m. 2 CFR Part 25 – Universal Identifier and System for Award Management;
n. 2 C.F.R. Part 170 – Reporting Subaward and Executive Compensation Information;
o. 2 C.F.R. Part 175 – Award Term for Trafficking in Persons;
p. 2 C.F.R. Part 176 – Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5;
q. 2 C.F.R. Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement);
r. 2 C.F.R. Part 376 – Nonprocurement Debarment and Suspension;
s. 2 C.F.R. Part 382 – Requirements for Drug-Free Workplace (Financial Assistance); and
t. 31 U.S.C. §3335, §6501, and §6503 (see also 31 CFR Part 205 – Rules and Procedures for Efficient Federal-State Funds Transfers) – Cash Management Improvement Act.

B. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY

As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Subrecipients receiving Federal funds, including but not limited to State and local governments and Subrecipients of Federal research grants, shall clearly state:

a. the percentage of the total costs of the program or project which will be financed with Federal money,
b. the dollar amount of Federal funds for the project or program, and
c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3. BONDING

1. Non-Profit Organizations: Subrecipient shall purchase a blanket fidelity bond covering all officers, employees, and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an amount equal to at least one-half of the total LIHEAP agreement amount. Subrecipient shall submit documentation prior to execution of this Agreement showing it has purchased a blanket fidelity bond in accordance with this paragraph.

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

2. Local Governments: Subrecipient shall purchase a fidelity bond in accordance with section 113.07, F.S. The fidelity bond must cover all officers, employees, and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Subrecipient shall submit documentation prior to execution of this Agreement showing it has purchased a fidelity bond in accordance with this paragraph.

4. MONITORING

Commerce or its authorized representative shall conduct a full onsite review of Subrecipient at least once during each three-year period. Subrecipient shall allow Commerce to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Subrecipient contracts to carry out program activities.

a. Commerce shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by Commerce of Subrecipient need.
b. Commerce shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and federal funding agency.

5. OTHER PROVISIONS

In addition to the record keeping, public records, and audit requirements contained in this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of Subrecipient.

If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, Subrecipient shall cooperate with, and upon Commerce's written request, participate with Commerce in the hearing.

Subrecipient shall maintain records sufficient to allow Commerce to determine compliance with the requirements and objectives of this Attachment (A-2 LIHEAP) and all other applicable laws and regulations.

6. LIHEAP ASSURANCES

Subrecipient hereby assures and certifies as a condition of receipt of LIHEAP funds, that it, and its subcontractors, shall comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of LIHEAP funds, Subrecipient assures and certifies that:

A. Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body on an annual basis, including all assurances contained herein.
B. Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of Commerce check the accuracy and reliability of data, promote operating efficiency and maintain compliance with prescribed management policies of Commerce.
C. Subrecipient understands and agrees that no other federal program funds may be used to support LIHEAP Administration as per 45 CFR Part 96.30. Administrative costs for LIHEAP must be appropriately managed within the confines of LIHEAP-specific funds.
D. Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.

Docusign Envelope ID: B350BF3A-87C0-4B65-8086-87B545AEC1E1

E. Subrecipient will give Commerce, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-contractor.
F. Subrecipient will comply with all of the provisions and practices outlined in Commerce's most current Policy and Procedures, and Field Manuals.
G. Subrecipient will comply with non-discrimination provisions, in accordance with Florida Statutes; Section 677 of P.L. 97-35; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.
H. Subrecipient will comply with section 2609 of Public Law 97-35, as amended, which prohibits use of LIHEAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
I. This Agreement and all its attachments are true and correct.
J. Subrecipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.
K. Administration of this program has been approved by Subrecipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.
L. Subrecipient shall comply with Title X, Part C of Public Law 103-227, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient shall include the above language in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.
M. Subrecipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: 45 C.F.R. part 76, subpart F, Sections 76.630(c) and (d)(2).

- End of Attachment A-2 -

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

FEDERALLY FUNDED
SUBGRANT UMBRELLA AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
DESOTO COUNTY

CFDA Number(s): 93.568 Agreement Number: E2235

THIS SUBGRANT AWARD AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), with headquarters in Tallahassee, Florida, and DeSoto County ("Subrecipient") and may individually be referred to herein as "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The U.S. Department of Health and Human Services ("HHS") administers the Community Services Block Grant ("CSBG") and the Low-Income Home Energy Assistance Program ("LIHEAP") at the federal level and distributes block grant funds to the States; and

B. Commerce is the CSBG and LIHEAP recipient grantee, and pass-through entity for the State of Florida, designated by HHS to receive funds annually for program purposes and is authorized to distribute block grant funds to subrecipients so that subrecipients may provide self-sufficiency and home energy assistance benefits to eligible households; and

C. The U.S. Department of Energy ("DOE") administers the Weatherization Assistance Program ("WAP") at the federal level and distributes grant funds to states; and

D. Commerce is the WAP recipient, grantee, and pass-through entity for the State of Florida, designated by DOE to receive funds annually for program purposes and is authorized to distribute WAP funds from DOE, along with LIHEAP funds from HHS to subrecipients to provide energy efficiency improvements to eligible households.

E. Subrecipient is eligible to receive LIHEAP grant funds in order to provide the services identified herein.

F. The Parties have engaged in a joint effort to align Subrecipient spending with legislatively appropriated state budget authority. State budget authority is determined on an annual basis through the agency's Legislative Budget Request process. The Legislature reviews the Legislative Budget Request and determines the amount of state budget authority, which is then codified in the General Appropriations Act. This is a process required annually by state law; state budget authority is not determined by the total federal award received by the state; and

G. This Agreement memorializes the alignment of Subrecipient spending with legislatively appropriated state budget authority and aligns the Agreement Period with the state fiscal year. Doing so is of mutual benefit to Subrecipient and Commerce and ensures enhanced transparency and collaboration to the Parties continued work to provide meaningful services to Floridians; and

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H. Commerce's obligations under this Agreement are contingent upon the continued availability to Commerce of legislatively appropriated funds that may be used and are sufficient to support funding award/release, and upon Subrecipient's satisfactory performance of its obligations set forth in this Agreement, as determined by Commerce.

THEREFORE, Commerce and Subrecipient agree to the following:

1. PERIOD OF AGREEMENT

The Effective Date of this Agreement is July 1, 2025. This Agreement ends on June 30, 2026 (the "Expiration Date"), unless otherwise terminated as set forth herein. This Agreement terminates, supersedes, and replaces any prior agreement in effect between Commerce and the Subrecipient regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the "Agreement Period." This Agreement may be renewed annually for up to three years. The option to renew is in Commerce's sole and absolute discretion.

2. SCOPE OF WORK

The Subrecipient shall provide services in support of the LIHEAP programs in accordance with the applicable Attachment(s) included with this Agreement. For each Program award, a Notice of Funding Availability ("NFA") shall be issued which details the direct client services and other activities to be provided.

3. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Subrecipient and Commerce shall be governed by all applicable State and Federal laws, rules and regulations including, but not limited to those identified in this Agreement and NFA.

4. MODIFICATION OF AGREEMENT

Either Party may request modification of the provisions of this Agreement. Modifications to this Agreement must be in writing, on Commerce-approved forms, as applicable, and duly signed by the Parties.

5. FUNDING/CONSIDERATION

A. This Agreement is a Cost Reimbursement Agreement. Commerce's obligations under this Agreement are contingent upon the continued availability to Commerce of legislatively appropriated funds that may be used and are sufficient to support funding award/release, and upon Subrecipient's satisfactory performance of its obligations set forth in this Agreement, as determined by Commerce. Commerce will provide funds to the Subrecipient by issuing one or more NFAs through Commerce's financial management information system. Each NFA may include attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA.

The Subrecipient shall comply with all requirements contained within each NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds. Subrecipient may incur costs and submit for reimbursement only up to the Total Funds Released dollar amount listed in the NFA most recently issued by Commerce to the Subrecipient. Subrecipient may not be reimbursed any amount that exceeds the lesser of the state authorized budget authority or the "Funds/Available/Release" listed in the NFA most recently issued by Commerce to the Subrecipient. Each NFA and any attachments thereto, including, but not limited to its special terms, conditions, and

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

instructions, is incorporated and adopted into the Agreement by reference.

B. By signing below, the Subrecipient certifies that it is qualified and eligible to receive these grant funds in order to provide the services of the LIHEAP program for which the Subrecipient receives funds from Commerce.

C. Any advance payment under this Agreement is subject to section 216.181(16), F.S. The amount which may be advanced must be expended within the first three (3) months of the term of this Agreement. Any advance payment is also subject to the Uniform Guidance and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be forwarded to Commerce using Attachment C, *Justification of Advance*, which will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

D. Subrecipient shall expend an amount equal to or greater than the amount of the initial advance within the first three months of the term of this Agreement. If Subrecipient has not expended an amount at least equal to the initial advance by the end of the first three months of the term of this Agreement, Subrecipient shall submit a written explanation to Commerce.

E. After any initial advance, payments will be made on a cost-reimbursement basis.

F. Commerce will provide funds in consideration for the Subrecipient's successful performance under this Agreement. The State of Florida's and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. Commerce shall have final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The maximum cash available for draw is limited to the amount listed in the "Funds/Available/Release" in the NFA most recently issued by Commerce to the Subrecipient. Additional funding is contingent upon: (1) availability of funds appropriated by the Legislature of the State of Florida for the purpose of this program; (2) the availability of future-year budget authority; and (3) substantial progress towards meeting the objectives of the award. The lack of appropriation or availability of funds shall not constitute a default by Commerce or the State. If there is a state or federal funding shortfall, then Subrecipient agrees that Commerce, in its sole and absolute discretion, may reduce the amount of funding that would otherwise be made available under this Agreement. If applicable, reduction in funding will be done by NFA.

G. Subrecipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures which can be found at: myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf.

H. Subrecipient shall refund to Commerce any funds obligated to Subrecipient, including, but not limited to, any advance payments, and which remain unobligated by Subrecipient at the Agreement end date.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

I. Subrecipient shall refund to Commerce all funds paid in excess of the amount to which Subrecipient, or its contractors are entitled under the terms and conditions of this Agreement.

J. Subrecipient shall maintain all funds provided under this Agreement in a separate bank account or Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs; "commingling" of funds is distinguishable from "blending" of funds specifically allowed by law. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs.

K. If Commerce, in its sole and absolute discretion, determines that Subrecipient has expended funds under this Agreement not in accordance with applicable federal or state law, regulations, polices, or guidance, including, but not limited to, disallowed costs, Subrecipient is liable for and will repay all such funds to Commerce. Such repayment shall be from funds other than those received under this Agreement or other federal awards, subawards, allotments, or funds. Such repayment shall be in accordance with Paragraph (23), Repayments, of this Agreement.

L. Subrecipient shall adhere to the following operational requirements:

a. Have its main administrative office(s) open for business, with the entrance door open to the public, and at least one employee on site Monday through Friday during the hours of 9:00 AM and 5:00 PM, excluding state-observed holidays.
b. Provide 30-day advanced notice of permanent relocation of main or satellite offices.
c. Provide 3-day advanced notice of planned temporary office closures.
d. Provide notice as soon as possible in the event of unplanned or emergency disruption to office operations.
e. Develop, maintain, and annually update a comprehensive Business Continuity and Disaster Recovery Plan that ensures the continuation of essential program operations and services in the event of a disruption, disaster, or other emergency. This plan must include contingencies for operating from an alternative location, data backup procedures, communication protocols, and strategies to minimize service interruptions. Upon request, the Subrecipient shall provide a copy of the plan to Commerce and demonstrate readiness to implement the plan when necessary.

6. FISCAL AND ADMINISTRATIVE CONTROLS

A. Commerce will provide funds to the Subrecipient by issuing NFAs through Commerce's financial management information system. Each NFA may include NFA Attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. If at any time during the award a budget period is funded on an incremental basis, the maximum obligation of the program funding is limited to the amount shown on the "Funds/Available/Release" in the NFA most recently issued by Commerce to the Subrecipient. In addition to execution of this Agreement, Subrecipient further agrees that by accepting funds made available through an NFA, the Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions incorporated or listed in the NFA.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

B. The Subrecipient hereby certifies to Commerce that written administrative procedures, processes, and fiscal controls are in place for the operation of CSBG, LIHEAP, and WAP or any other program or project for which the Subrecipient receives funds from Commerce. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Commerce may provide periodic guidance and technical assistance to the Subrecipient to ensure compliance with this section.

C. Commerce will distribute fiscal and administrative guidance to the Subrecipient, which are incorporated in this Agreement by reference. The Subrecipient will implement and comply with Commerce guidance. The Subrecipient is responsible for understanding and implementing the guidance posted on Commerce's website: https://floridajobs.org/grants-management/grants-management/economic-self-sufficiency-organizations.

D. The Subrecipient will comply with all policies, guidance, plans, or other similar documents produced, approved, or disseminated by Commerce, or any other entity whose funds are made available to the Subrecipient through Commerce. These documents will be provided by Commerce.

7. INTEREST FROM CASH ADVANCES

Subrecipients shall invest cash advances in compliance with 45 C.F.R. § 75.305(b)(8).

8. PROGRAM INCOME

Pursuant to 2 C.F.R. §§ 200.307 and 200.1, Subrecipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to Commerce at the time of submission of the final close-out report. Expenditure of program income balances at Agreement end must be approved by Commerce.

9. EMPLOYMENT ELIGIBLITY VERIFICATION

A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge for employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

(1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

10. DATA SECURITY, INTEGRITY, AND PRIVACY COMPLIANCE

A. SUBRECIPIENT RESPONSIBILITIES

(1) Applicant Data shall be entered directly into the Commerce-provided Case Management System either via direct applicant submission or by authorized Subrecipient employees submitting this information on behalf of an applicant.

(2) Obtain or verify, as appropriate, all necessary consents and/or authorizations from individuals that are required by the Subrecipient or utility prior to sharing Personally Identifiable Information (PII), including Applicant Data, within Commerce provided system. State-level consent to share information is obtained directly from applicants or their authorized delegates as part of the online application.

(3) Notify Commerce of any changes to an individual's consents and/or authorizations related to the sharing and/or processing of their PII in the event an individual withdraws their consent to the Subrecipient's own agreements or has indicated they no longer consent to the state-level agreements they acknowledged when submitting their application.

(4) Restrict access to any data received from Commerce to employees and other authorized users who have a recognized and verifiable need to know in the performance of their official duties under the purpose of this agreement.

(5) Ensure that all Subrecipient personnel with access to Commerce-provided software, network, or other systems (the "System") complete all necessary security and privacy training prior to accessing the System and as may be required thereafter.

(6) Maintain appropriate technical, administrative, and physical safeguards to prevent, detect, contain, eradicate, recover from, and provide notification to third parties, including Commerce, of suspected or successful security incidents on or related to its network that could compromise the security or privacy of the System or Confidential Information.

(7) Report to Commerce any known or suspected privacy or security violations affecting the System and/or Confidential Information in writing within 24 hours of discovering any data breach, security incident, or any unauthorized access to Personally Identifiable Information (PII) or other sensitive data related to program activities. The notification must include the nature and scope of the breach, the types of data affected, the number of individuals impacted (if known), and the immediate steps taken to contain and investigate the breach. The Subrecipient shall cooperate fully with Commerce in any related investigation or response activities. This requirement aligns with federal standards for safeguarding PII under 2 CFR § 200.303 and OMB Circular A-130.

(8) Notify Commerce when personnel no longer require access to the System and/or Confidential Data for any reason (e.g., termination of employment, extended leave, change in role) such that Commerce may timely remove the user's access to the System and/or Confidential Information in the vendor's control or possession.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

B. ASSURANCES

(1) The Subrecipient agrees to exclusively utilize the Enterprise Case Management System provided or designated by Commerce for all program-related case management activities. The Subrecipient shall not connect, integrate, or interface any third-party systems, software, or tools with the case management system, including but not limited to the use of Application Programming Interfaces (APIs), automated data transfers, batch uploads/downloads, or other mechanisms for accessing, transmitting, or storing data from the case management system. All data must be entered and maintained directly within the case management system. Use of alternative platforms for storing or transmitting program or client information is strictly prohibited, in accordance with best practices for data integrity and system security under 2 CFR § 200.313, § 200.336, and § 200.337.

(2) The Subrecipient warrants, represents and agrees that it (including its employees, contractors, and other authorized users) will not use the System in a manner that: (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) involves commercial activities and/or sales without Commerce 's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of Commerce; (vi) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program; (vii) involves navigation or search of the System with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders); or (viii) otherwise impairs, overburden, damages, or disables any portion of the System. You further agree that you will not try to reverse engineer, disassemble, decompile, or decipher the System. Commerce reserves the right to remove any entries or other data from the System at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submissions or if Commerce is concerned that you may have breached the immediately preceding sentence), or for no reason at all.

C. CONFIDENTIALITY OF INFORMATION

(1) Subrecipient shall not use confidential information exchanged under this Agreement for any purpose not specifically authorized by this Agreement. The Parties agree that confidential information will be used only to the extent necessary to assist in its valid administrative needs and shall be disclosed only for those purposes defined in this Agreement to those persons who have a valid need for access to this information.

(2) Subrecipient shall store all confidential information in a place physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media, or electronic means.

(3) Subrecipient shall ensure: 1) that confidential information received under this Agreement is not stored on any portable storage media or peripheral devices (e.g., laptops, thumb drives, hard drives, etc.) unless the devices are encrypted; 2) that security policies and protocols which require active

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

authentication and password credentialing are in place; and 3) that the amount of data stored on such devices is restricted and the length of time data is stored on such devices is limited to the minimum amount of time necessary to carry out the official duties and responsibilities requiring such storage.

(4) Subrecipient shall take precautions to ensure that only authorized employees, contractors, other authorized users or utilities (only to the extent needed to assist with eligibility determination), who have a recognized need to know are given access to systems containing the confidential information exchanged under this Agreement.

(5) Subrecipient shall instruct all personnel with access to the confidential information regarding the confidential nature of the information, the requirements of this Agreement, and the sanctions specified in Florida law, as well as 20 CFR Part 603, against unauthorized disclosure of information covered by this Agreement. By signing this Agreement, Subrecipient acknowledges that all personnel having access to the information disclosed under this Agreement have been instructed in accordance with this provision and that they shall be held responsible for ensuring that their employees, contractors and other authorized users comply with the safeguards of 20 CFR § 603.9.

(6) Subrecipient shall destroy all confidential information exchanged under this Agreement in their possession or in their employees', agents', or subcontractors' possession when the information is no longer needed for the specific purpose authorized in this Agreement, pursuant to the requirements of 20 CFR § 603.9(b)(1)(vi). Subrecipient shall destroy any duplicate, copy, or other replication of confidential information received under this Agreement in a manner which will prevent reconstruction, duplication, access, and inappropriate use or release of the information.

11. REPORTS

Subrecipient shall provide Commerce with all required reports as set forth in this Agreement and by all accompanying Attachments to this Agreement.

A. If all required reports and copies are not sent to Commerce, or not completed in a manner acceptable to Commerce, Commerce may withhold further payments until such reports are completed or Commerce may take other action, including, but not limited, to those described in Paragraph (16), *Remedies*, of this Agreement. "Acceptable to Commerce," means that the reports were completed, in Commerce's sole determination, in accordance with the Attachments of this Agreement.

B. Subrecipient shall provide additional program updates, reports, and information within the timelines requested by Commerce.

12. AUDITS AND RECORDS

A. Subrecipient's performance under this Agreement is subject to the applicable requirements published in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (C.F.R.) Part 200, hereinafter referred to as the "Uniform Guidance" and to 45 CFR Part 75. If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient will be subject to the Federal Acquisition Regulations System particularly 48 C.F.R. Subpart 31.2.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

B. Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g., paper, film, recording, electronic), including, but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) State fiscal years after all reporting requirements are satisfied and final payments have been received. Subrecipient shall cooperate with Commerce to facilitate the duplication and transfer of such Records upon request of Commerce. The five-year period may also be extended for the following reasons:

(1) If an audit has been initiated and audit findings have not been resolved at the end of this five-year period, the Records must be retained until resolution of the audit findings through litigation or otherwise.
(2) If any litigation or claim is started before the five-year period expires, and extends beyond the five-year period, the Records must be retained until all litigation and claims involving the Records have been resolved.
(3) Records for the disposition of non-expendable personal property valued at five thousand dollars and zero cents ($5,000.00) or more at the time it is acquired must be retained for five (5) years after final disposition.
(4) Records relating to real property acquired must be retained for five (5) years after the closing on the transfer of title.
(5) Any additional Federal requirements, particularly those identified in Attachment(s) A-2 of this Agreement.

C. Subrecipient shall maintain all records for all subcontractors to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives included in the NFA to this Agreement as well as all other applicable laws and regulations.

D. Subrecipient shall give access to any of Subrecipient's records to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives for the purposes of conducting audits, examinations, investigations, or making excerpts or transcriptions.

E. Subrecipient may, per Rule 1B-24.003(9)(a), Florida Administrative Code, allow its public records to be stored through electronic recordkeeping systems as substitutes for the original or paper copy.

F. Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

G. Records pertaining to this Agreement must be available at reasonable times for inspection, review, or audit by State personnel and other persons authorized by Commerce. "Reasonable" means normal business hours of 9:00 a.m. to 5:00 p.m., local time, Monday through Friday.

H. If Subrecipient's expenditures of State financial assistance and Federal awards during its applicable fiscal year(s) require it to conduct a single audit in accordance with section 215.97, F.S. or 2 CFR 200.501(b) and the threshold amount identified therein, such audit will comply with all applicable requirements of Exhibit 1 to this Agreement, section 215.97, F.S., and the Uniform Guidance as applicable, and Subrecipient shall ensure that all related party transactions are disclosed to the auditor.

I. Subrecipient shall include the aforementioned audit and record-keeping requirements in all subcontracts and assignments.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

J. Subrecipient shall have each required audit completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under chapter 473, F.S., and ensure that all related party transactions are disclosed to the auditor. For the IPA's audit to be sufficient, it must state that the Subrecipient complied with the applicable provisions noted in Exhibit 1 to this Agreement.

K. The reporting packages for required audits must be submitted timely in accordance with the requirements of Exhibit-1, Audit Requirements, of this Agreement and the applicable laws, rules and regulations referenced therein. The requirements of 2 C.F.R. § 200.512, Report Submission, are applicable to audits of Federal awards conducted in accordance with Subparagraph (12)(H) above.

L. If an audit, monitoring visit, or other documentation or verifiable information shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement or applicable regulations, Subrecipient shall be held liable for reimbursement to Commerce. Such reimbursement shall be sent to Commerce, by Subrecipient, within 30 calendar days after Commerce has notified Subrecipient of such non-compliance.

M. Within 60 calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Exhibit 2, Audit Compliance Certification, of this Agreement) to audit@commerce.fl.gov. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

13. MONITORING

A. Subrecipient is responsible for and shall monitor its performance under this Agreement. Subrecipient shall monitor the performance of its contractors, consultants, agents, subcontractors and the like, who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

B. Commerce reserves the right to monitor the Subrecipient to ensure programmatic, legal, financial, and contractual compliance. Monitoring, as determined by Commerce, may include, but are not limited to, on-site visits by Commerce staff or Commerce's authorized representatives, limited scope audits, desk reviews, and other procedures.

C. Subrecipient and its contractors shall comply with the most recent program-specific monitoring protocols or field manuals, which are incorporated herein by reference, provided to Subrecipient and available upon request from Commerce, and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event that Commerce determines that a monitoring or review of Subrecipient is appropriate, Subrecipient shall comply with all additional instructions provided by Commerce regarding such monitor or review.

D. Subrecipient shall comply and cooperate with any inspections, reviews, investigations, audits, monitoring, or hearings deemed necessary by Commerce or its authorized representatives, the State of Florida Chief Financial Officer, the State of Florida Auditor General, in accordance with section 20.055(5), F.S., any authorized representative of the awarding Federal agencies, the U.S. Department of Energy or the U. S. Department of Health and Human Services, the U.S. Government Accountability Office, or any authorized representative of those Federal agencies' respective Federal Offices of the Inspector General.

E. Subrecipient shall cooperate with Commerce, or its authorized representatives, and the Federal awarding agencies to assist facilitating any monitoring visits conducted by Commerce, or its authorized

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

representatives, or the Federal awarding agencies. Commerce may conduct monitoring visits at its determination and in its sole discretion or as required by the Federal Funding Agency.

14. INDEMNIFICATION; INDEPENDENT CONTRACTOR STATUS

A. Unless Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., Subrecipient is fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors, provided, however, that Subrecipient has no affirmative duty to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or Commerce.

Any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), F.S., shall be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against Commerce, and shall be liable for any damages proximately caused by its acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein may be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

B. For purposes of this Agreement, Subrecipient is an independent contractor and is not an employee or agent of Commerce. Commerce shall neither have, nor exercise, any control or direction over the methods by which Subrecipient shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or may be deemed to constitute a partnership or joint venture between the Parties. Subrecipient shall not represent to others that, as Subrecipient, it has the authority to bind Commerce unless specifically authorized to do so. Subrecipient shall act as necessary to ensure that each subcontractor is deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of Commerce or the State of Florida. Commerce shall not be responsible for withholding taxes with respect to Subrecipient's compensation hereunder. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida. Subrecipient, at all times during the Agreement, must comply with the reporting and reemployment assistance contribution payment requirements of chapter 443, F.S.

15. DEFAULT

If any of the following events occur ("Events of Default"), Commerce shall have the right to terminate further payment of funds under this Agreement, and Commerce may exercise any of its remedies set forth in Paragraph 16 of this Agreement. However, Commerce may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment:

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

A. If any warranty or representation made by Subrecipient in this Agreement, or any previous agreement with Commerce is, or becomes, false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with Commerce and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

B. If material adverse changes occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by Commerce;

C. If any reports required by this Agreement have not been submitted to Commerce or have been submitted with incorrect, incomplete, or insufficient information; or

D. If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

16. REMEDIES

If an Event of Default occurs and Commerce provides written notice to Subrecipient, Commerce may exercise any one or more of the following remedies, either concurrently or consecutively:

A. Terminate this Agreement, if Subrecipient has not cured the default within 30 calendar days of receipt of written notice of an Event of Default;

B. CSBG funding may be terminated in accordance with 45 C.F.R. 96.92 and Office of the Administration for Children & Families CSBG Information Memorandum 116.

C. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

D. Withhold or suspend payment of all, or any part of, a request for payment;

E. Exercise any corrective or remedial actions, to include but not be limited to:

(1) Request additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,

(2) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(3) Advise Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

(4) Require Subrecipient to reimburse Commerce for the amount of costs incurred for any items determined to be ineligible; or

F. Exercise any other rights or remedies which may be otherwise available under law.

Pursuing any of the above remedies will not limit any of Commerce's other remedies, either in this Agreement, or provided at law or in equity. If Commerce waives any right or remedy in this Agreement, or fails to insist on strict performance by Subrecipient, it will not affect, extend, or waive any other right or remedy of Commerce or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

17. TERMINATION

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

A. Commerce may terminate this Agreement for cause with three (3) calendar days written notice. Cause includes, but is not limited to: an Event of Default as set forth in Paragraph 15 of this Agreement, misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform or spend down funding in a timely manner, failure to cure an Event of Default within 30 calendar days from receipt of the notice, or refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, F.S., as amended. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Subrecipient shall not be entitled to recover any cancellation charges.

B. Commerce may terminate this Agreement for convenience or when it determines, in its sole and absolute discretion, that continuing this Agreement would not produce beneficial results in line with the further expenditure of funds or the Subrecipient is at risk of fund reversion, by providing Subrecipient with 30 calendar days written notice. Subrecipient shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this Agreement, if authorized in writing. Subrecipient shall not be entitled to recover any cancellation charges. For CSBG, Commerce will follow guidelines for termination described in 45 CFR 96 Block Grants, Subpart I--Community Services Block Grants.

C. The Parties may terminate this Agreement for their mutual convenience through a written amendment. The amendment shall state the effective date of the termination and the procedures for proper closeout of this Agreement.

D. If Commerce issues a notice of Event of Default, Subrecipient shall stop incurring new obligations upon receipt of the notice. If Commerce determines that Subrecipient has cured the Event of Default within the 30-day cure period, Commerce will provide notice to Subrecipient that it may resume incurring new obligations. Costs incurred for new obligations after receipt of a notice of Event of Default and until receipt of notice that it may resume incurring new obligations will be disallowed. If this Agreement is terminated by Commerce because of Subrecipient's breach, such termination shall not relieve Subrecipient of liability under this Agreement. Commerce may, to the extent authorized by law, withhold payments to Subrecipient, for the purpose of set-off until the exact amount of damages due Commerce from Subrecipient is determined.

18. NOTICE AND CONTACT

A. All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing to Commerce's Contract Manager as designated by Commerce and delivered by standard mail or electronic mail using the contact information provided below.

B. The name and address of Commerce's Contract Manager for this Agreement is:

Mashonda Gibson, Contract Manager
Florida Department of Commerce
Division of Community Development
Bureau of Economic Self Sufficiency
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120
Email: Mashonda.Gibson@commerce.fl.gov
Phone: (850) 717-8479

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

C. The name and address of Subrecipient's Representative responsible for the administration of this Agreement is stated in Attachment E, *Subrecipient Information*, of this Agreement.

D. If a different representative or address is designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Subparagraph (18)(A), above.

19. SUBCONTRACTS

A. Subrecipient shall not subcontract in furtherance of this Agreement prior to receiving Commerce's written confirmation that the proposed contract includes the following requirements:

(1) Subcontractor is bound by the terms of this Agreement, and each contract and subcontract shall specifically include the requirements set forth in Paragraph (12), *Audits and Records*, and Paragraph (22), *Information Release and Public Records Requirements*, of this Agreement;
(2) Subcontractor is bound by all applicable State and Federal laws and regulations;
(3) Subcontractor shall indemnify and hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of or related to the subcontractor's performance of work under this Agreement, to the extent allowed by law; and
(4) Subcontractor shall disclose to Subrecipient and Commerce if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.

B. Subrecipient shall provide a copy of each executed subcontract wherein the scope is related to program services and dollars awarded under this contract.

C. For each contract, Subrecipient shall provide a written statement to Commerce as to whether that subcontractor is a certified minority business, as defined in section 287.0943, F.S.

D. Prior to entering into a contract with any subcontractor to be paid from funds from this Agreement, Subrecipient shall submit to Commerce a completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Attachment B to this Agreement.

20. BUSINESS WITH PUBLIC ENTITIES

Subrecipient is aware of and understands the provisions of section 287.133(2)(a), F.S., and section 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Subrecipient certifies the following:

(1) It is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.;
(2) It is not engaged in a boycott of Israel;
(3) It is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; and
(4) It is not engaged in business operations in Cuba or Syria.

Commerce may immediately terminate this Agreement if Subrecipient submits a false certification as to the above, or if Subrecipient is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

21. ENTIRETY AND INTEGRATION

This Agreement, the NFA(s), Commerce issued policies and guidance, and any Attachments or Exhibits attached thereto constitute the complete and exclusive statement of conditions of the Agreement and supersedes and replaces all prior negotiations, understandings, and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no term, condition, usage of trade, course of dealing or performance, understanding of agreement purporting to modify, vary, explain or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing.

22. INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS

A. Subrecipient shall notify Commerce of the receipt and content of a public records request by sending an e-mail to PRRequest@Commerce.fl.gov within one (1) business day from receipt of such request.

B. Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce 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 by chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters, or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

C. This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

D. If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

E. If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient of the request as soon as practicable, and Subrecipient must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Subrecipient does

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Subrecipient who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

F. Subrecipient shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

G. Subrecipient acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

H. If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall 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 Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to Commerce upon completion, including termination, of the Agreement.

I. IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@Commerce.fl.gov, or by mail to Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

J. Commerce does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of Commerce. Subrecipient is prohibited from using Agreement information, or Commerce customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from Commerce.

23. REPAYMENTS

A. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Florida Department of Commerce" and mailed directly to Commerce at the following address:

Florida Department of Commerce
Division of Community Development
Bureau of Economic Self Sufficiency

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120

In accordance with section 215.34(2), F.S., if a check, or other draft, is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of fifteen dollars and zero cents ($15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

B. If Subrecipient's non-compliance with any provision of this Agreement results in additional cost or monetary loss to Commerce or the State of Florida, Commerce may recoup that cost or loss from monies owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity. In the event that discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Subrecipient and any State entity, Subrecipient will repay such cost or loss in full to Commerce within 30 days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe.

C. To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

D. Subrecipient repayment shall be from funds other than those received under this Agreement or other federal awards, subawards, allotments, or funds (i.e., non-federal funds) and in accordance with Paragraph (23), Repayments, of this Agreement.

24. WARRANTIES AND REPRESENTATIONS

A. FINANCIAL MANAGEMENT

Subrecipient warrants that its financial management system shall provide the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.
(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, un-obligated balances, expenditures, assets, outlays, income, and interest.
(3) Effective control over and accountability for all funds, property, and other assets. Subrecipient shall safeguard all assets and ensure that they are used solely for authorized purposes.
(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information shall be related to performance and unit cost data.
(5) Written procedures for determining whether costs are allowed and reasonable under the provisions of 2 C.F.R. part 200, as adopted and amended by DOE at 2 C.F.R. part 910, and 45 CFR part 75.
(6) Cost accounting records that are supported by backup documentation.

B. COMPETITION

Subrecipient warrants the following:

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

(1) All procurement transactions shall be done in a manner to provide open and free competition. Subrecipient must follow the procurement standards in 20 C.F.R. §§ 200.318 – 200.327.
(2) Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance, and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements.
(3) Awards shall be made to the bidder, or offeror, whose bid, or offer, is responsive to the solicitation and is most advantageous to Subrecipient, considering the price, quality, and other factors.
(4) Solicitations shall clearly set forth all requirements that the bidder, or offeror must fulfill, in order for the bid or offer, to be evaluated by Subrecipient. Any and all bids or offers, may be rejected when it is in Subrecipient's interest to do so.

C. CODES OF CONDUCT

Subrecipient warrants the following:

(1) Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.
(3) The officers, employees, and agents of Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to contracts.
(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of Subrecipient.

D. LICENSING AND PERMITING

Subrecipient warrants that all contractors or employees hired by Subrecipient shall have all current licenses and permits required for all the particular work for which they are hired by Subrecipient.

25. MANDATED CONDITIONS AND OTHER LAWS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted, or provided, by Subrecipient in this Agreement, in any later submission or response to a Commerce request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes may, at the option of Commerce, and within 30 calendar days written notice to Subrecipient, cause the termination of this Agreement and the release of Commerce from all its obligations under this Agreement.

B. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Paragraph (15), *Default*, the exclusive venue of any legal

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. The Parties waive any right to attorney's fees or costs.

C. Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

D. This Agreement may be executed in any number of counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

E. Subrecipient shall comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101, *et seq*.), and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

F. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is subject to any modification in accordance with chapter 216, F.S., or the Florida Constitution.

G. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

H. Any bills for travel expenses shall be submitted in accordance with section 112.061, F.S.

I. If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income over $500 shall be returned to Commerce as required by 2 C.F.R. 200.305(b)(9).

J. Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board to discuss, receive recommendations, or take action required pursuant to this Agreement, or the meetings of any subcommittee making recommendations to the governing board regarding matters pursuant to this Agreement. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

K. All unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. § 8302, unless it would not be in the public interest or unreasonable in cost.

L. Commerce shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. The use of funds under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any State agency is prohibited pursuant to section 216.347, F.S. Subrecipient shall not, in connection with this or any other agreement with the State, directly or indirectly:

(1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or

(2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kinds. Upon request of Commerce's Inspector General, or other authorized State official, Subrecipient shall provide any type of information the Inspector General deems relevant to Subrecipient's integrity or responsibility. Such information may include, but is not limited to, Subrecipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Subrecipient shall retain such records for the longer of:

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

(a) five (5) years after the expiration of this Agreement; or
(b) the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

M. Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Subrecipient's compliance with the terms of this or any other agreement between Subrecipient and the State which results in the suspension or debarment of Subrecipient. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Subrecipient shall not be responsible for any costs of investigations that do not result in Subrecipient's suspension or debarment.

N. Public Entity Crime: Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Subrecipient affirms that it is aware of the provisions of section 287.133(2)(a), F.S., and that at no time as Subrecipient been convicted of a Public Entity Crime. Subrecipient shall not violate such law and any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with section 287.133(4), F.S.

O. Advertising: Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

P. Sponsorship: As required by section 286.25, F.S., if Subrecipient is a nongovernmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by [Subrecipient's name] and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" must appear in the same size letters or type as the name of the organization.

Q. Mandatory Disclosure Requirements:

(1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Subrecipient or its affiliates.
(2) Convicted Vendors: Subrecipient shall disclose to Commerce if it is on the Convicted Vendor List. A person or affiliate placed on the Convicted Vendor List following a conviction for a Public Entity Crime

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

is prohibited from doing any of the activities listed in Subparagraph (25)(N) above for a period of 36 months from the date of being placed on the Convicted Vendor List.

(3) Vendors on Scrutinized Companies Lists: If this Agreement is in the amount of one million dollars and zero cents ($1,000,000.00) or more, in executing this Agreement, Subrecipient certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.

(a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement for cause if Subrecipient is found to have submitted a false certification or if Subrecipient is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Agreement.

(b) If Commerce determines that Subrecipient has submitted a false certification, Commerce shall provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within ninety days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce shall bring a civil action against Subrecipient. If Commerce's determination is upheld, the Subrecipient will be liable for a civil penalty equal to the greater of two million dollars and zero cents ($2,000,000.00) or twice the amount of this Agreement, and Subrecipient will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of Commerce's determination of false certification by Subrecipient.

(c) In the event that Federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

(4) Discriminatory Vendors: Subrecipient affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Subrecipient been placed on the Discriminatory Vendor List. Subrecipient shall not violate such law during the term of this Agreement. Subrecipient shall disclose to Commerce if it appears on the Discriminatory Vendor List. An entity or affiliate placed on the Discriminatory Vendor List pursuant to section 287.134, F.S., may not:

(a) Submit a bid on a contract to provide any goods or services to a public entity;
(b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
(c) Submit bids on leases of real property to a public entity; or
(d) Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

R. Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Subrecipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at http://www.dcf.state.fl.us/abuse/report/, or via fax at 1-800-914-0004.

26. FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

A. Federal grant funds provided under this Agreement may not be used by any Subrecipient or subcontractor to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources (See 45 C.F.R. Part 93).

B. Subrecipient certifies, by the authorized representative's signature to this Agreement, that to the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

C. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

D. Subrecipient shall comply with the requirements of 31 U.S.C. § 1352, and require all subcontractors of subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) to comply with 31 U.S.C. § 1352. In addition, Subrecipient shall ensure that all subawards contain the certification set forth in Subparagraph (26)(B) above and the content of Subparagraph (26)(C) above. Subrecipient shall require that all Subcontractors provide such certifications and, when applicable, submit the completed Disclosure Form to Report Lobbying. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who makes an expenditure prohibited by Subparagraph (26)(B) or fails to file or amend the declaration required by Subparagraph (26)(C) shall be subject to a civil penalty of not less than ten thousand dollars and zero cents ($10,000.00) and not more than one hundred thousand dollars and zero cents ($100,000.00) for each such expenditure and such failure.

27. COPYRIGHT, PATENT AND TRADEMARK

Any, and all, patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

A. If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

B. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

C. Within 30 calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. Commerce shall then, under Paragraph B, have the right to all patents and copyrights which accrue during performance of this Agreement.

28. Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, Subrecipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Subrecipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

29. LEGAL AUTHORIZATION

A. Subrecipient shall provide a signed letter from its board certifying that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

B. Subrecipient shall provide a copy of current Director and Officer insurance policy. Subrecipient shall provide documentation of policy renewal if that occurs within the term of this contract.

C. Prior to execution of this Agreement, Subrecipient shall disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Subrecipient (and each subcontractor) in a written statement to Commerce's Contract Manager. Thereafter, Subrecipient has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Subrecipient's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

30. PURCHASING

A. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. Products Available from the Blind or Other Handicapped (RESPECT): In accordance with section 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:
IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Subrecipient shall procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with section 403.7065, F.S.

31. SEVERABILITY

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

32. STATEMENT OF ASSURANCES

A. INTEREST OF CERTAIN FEDERAL OFFICIALS
No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share of part of this Agreement or to any benefit to arise from the same.

B. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS
No member, officer, or employee of Subrecipient, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, may have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Subrecipient shall incorporate or cause to be incorporated in all such Agreements, a

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

provision prohibiting such interest pursuant to the purposes of this subsection. No board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with section 112.061, F. S.

C. NEPOTISM

Subrecipient agrees to be bound by the provisions of section 112.3135, F. S., pertaining to nepotism in its performance under this Agreement.

D. FLORIDACOMMERCE MEDIA AND BRANDING REQUIREMENTS

The Subrecipient agrees that documents which reference the Florida Department of Commerce or use FloridaCommerce branding—including the name, logo, colors, or style elements—shall adhere to the FloridaCommerce Brand and Style Guide. The Subrecipient is responsible for ensuring all such materials are accurate, appropriately branded, and consistent with the standards set forth in the guide. The Contract Manager reserves the right to request review of any materials if questions or concerns arise regarding compliance with branding requirements.

Subrecipient shall maintain a publicly accessible website that complies with the following requirements throughout the term of this Agreement.

1. Required Content: Subrecipient shall post and maintain, at a minimum, the following information on its website:
    a. A description of the services and programs provided under this Agreement;
    b. Any forms, notices, or documents provided by the Department for public dissemination; and
    c. Any additional content as may be required by the Department.
2. Updates and Modifications: Subrecipient shall update its website as necessary to ensure all posted information remains current and accurate. The Department may, from time to time, direct Subrecipient to add, remove, or modify content on its website. Subrecipient shall make such updates within seven (7) calendar days of receiving such direction.
3. Compliance: The website must comply with all applicable laws and accessibility standards, including but not limited to section 508 of the Rehabilitation Act, as amended, and Title II of the American with Disabilities Act.

33. ATTACHMENTS AND EXHIBITS

A. All attachments and exhibits to this Agreement are incorporated as if set out fully herein.

The following order of precedence applies in the event of any inconsistencies or conflict between the language of this Agreement, the attachments and exhibits, formal guidance issued by Commerce, and the Notice of Fund Availability (NFA):

a. Notice of Fund Availability (NFA)
b. Attachments
c. Agreement
d. Formal Guidance Issued by Commerce

This Agreement has the following attachments and exhibits:

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

Exhibit 1 – Audit Requirement

Exhibit 1-A – Funding Sources

Exhibit 2 – Audit Compliance Certification

Attachment A-2 – Low-Income Home Energy Assistance Program Scope of Work

Attachment B – Certification Regarding Debarment

Attachment C – Justification of Advance

Attachment D – Property Management and Procurement

Attachment E – Subrecipient Information

Attachment F – Transparency Requirements

Attachment G – Total Compensation for Executive Leadership

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Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

STATE OF FLORIDA

DEPARTMENT OF COMMERCE

FEDERALLY FUNDED SUBGRANT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions and provisions of the Agreement.

SUBRECIPIENT
DESOTO COUNTY

By: _____
(Signature)

JC Deriso II chair Desoto BOCC
(Print/Type Name and Title Here)

Date: 7/2/2025

59-6000579
Federal Identification Number

GH9DBEQV5KK3
UEI Number

E2235
Agreement Number

STATE OF FLORIDA
DEPARTMENT OF COMMERCE

By: J. Alex Kelly

J. Alex Kelly, Secretary

Date: 7/10/2025

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

Office of the General Counsel
Florida Department of Commerce

By: David Tropin

Approved Date: 7/2/2025

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

EXHIBIT 1
AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Subrecipient expends $1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.

3. If the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit Sub-subrecipients that expend $1,000,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:
https://harvester.census.gov/facweb/Resources.aspx

PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

3. If the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:
https://apps.fldfs.com/fsaa/

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

A. Florida Department of Commerce
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@commerce.fl.gov

B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: https://harvester.census.gov/facweb/

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:

A. Commerce at the following address:

Electronic copies: Audit@commerce.fl.gov

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

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

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

5. Subrecipients and Sub-subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/Sub-subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

- End of Exhibit 1 -

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

EXHIBIT 1-A

FUNDING SOURCES

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency:	U.S. Department of Health and Human Services
Assistance Listing Numbers Title:	Low-Income Home Energy Assistance Program (formula grant)
Assistance Listing Numbers:	93.568

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

1. Recipient shall use the LIHEAP funds to provide energy assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the LIHEAP State Plan applicable at the time the expenditure is incurred.

2. Recipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **N/A**

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

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Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

EXHIBIT 2

AUDIT COMPLIANCE CERTIFICATION

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to audit@Commerce.fl.gov.

Subrecipient:			
FEIN:		Subrecipient's Fiscal Year:	
Contact's Name:		Contact's Phone:	
Contact's Email:			

1. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Florida Department of Commerce (Commerce)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did the Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Subrecipient expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

ATTACHMENT A-2

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
SCOPE OF WORK AND FUNDING SOURCES

1. SUBRECIPIENT RESPONSIBILITIES

Subrecipient shall comply with, and if applicable, shall ensure all subcontractors' compliance with, the following requirements:

A. COMPLIANCE REQUIREMENTS

(1) Subrecipient shall use the LIHEAP funds to provide energy assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, NFA(s), policies and guidance issued by Commerce, applicable federal cost principles and regulations, and the current LIHEAP State Plan.
(2) Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96, as well as 2 C.F.R § 175.15(b) as it relates to 22 U.S.C 7104 Prevention of trafficking.

B. PAYMENT AND DELIVERABLES

Subrecipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Activity, as described in this Attachment for successful completion of the Deliverable, as solely determined by Commerce.

Deliverable: Direct Client Services

(1) Subrecipient shall provide services in accordance with the LIHEAP State Plan, and section E. and section F. of this Attachment to this Agreement.
(2) Subrecipient shall submit a revenue and expense statement supporting costs in sufficient detail to evidence such costs were allowable, reasonable, allocable and necessary to serve eligible clients.
(3) Subrecipient shall submit, at a minimum, one Monthly Financial Activity as described in this Attachment.

C. FINANCIAL CONSEQUENCES

(1) Failure to successfully complete the above Deliverable, as determined by Commerce in its sole and absolute discretion, will result in nonpayment. Commerce shall not reimburse any expenditures associated with the Deliverable not accepted by Commerce as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.
(2) FloridaCommerce will require the Subrecipient to verify that the draw down on administrative funds is consistent with the level of work being performed.
(3) The Financial Consequences identified in this Agreement do not preclude Subrecipient from being subject to "Debarment and Suspension" as prescribed by Commerce. When a Subrecipient fails to comply with the terms of this Agreement, a temporary suspension of funding for enforcement purposes may be instituted.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

D. DEFINITIONS

(1) "Administrative Expense" – Those costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with financial and administrative management of the program.
(2) "Applicant" – A person or persons who has submitted or requested an application for services.
(3) "Application Date" – The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.
(4) "Application Receipt" – The date an Applicant first submits an application for assistance.
(5) "Client" – An Applicant, household or customer whose application for assistance has been approved.
(6) "Crisis Assistance" – Assistance provided to an Applicant with no access to, or in danger of losing access to, needed home energy. Subrecipient must refer to the current LIHEAP Policies and Procedures Manual for current Crisis Assistance guidelines.

(7) "Eligible Actions" – An action which provides for an intervention to mediate a crisis situation. All applications for Crisis Assistance must be acted upon by subrecipient, with an Eligible Action taken to mediate the crisis within 18 hours of the Application Receipt. Eligible Actions include:

(a) Approval of application and contact with utility vendor, or other action to resolve the crisis, such as providing non-utility services like blankets or fans.

(b) Review of application and indication that applicant needs to provide more information.

(c) Denial of application because applicant is deemed ineligible

(d) Written referral and providing applicant assistance in contacting another local agency if LIHEAP funding is not available, or the applicant is ineligible.

(8) "Home Energy Assistance" – Assistance provided to an Applicant to reduce the Applicant's overall home energy burden. Subrecipient may provide at least one (1) Home Energy Assistance benefit per calendar year.

(a) The benefit is not contingent upon current or past due amounts and can be used as a direct credit to the Client's account. It may be used to pre-pay home energy usage up to the amount the client is eligible to receive. If the vendor cannot accept credits for accounts, Subrecipients are allowed to make multiple payments per approved household until the client's Home Energy benefit award amount is reached.
(b) Must follow the current benefit payment matrix provided by Commerce.

(9) "Home Energy Crisis" – A situation where a household does not have or is in immediate danger of losing home energy for heating or cooling per 42 U.S.C. 8622(6), or there exists an immediate threat to life or health because of any of the following:

(a) The Applicant's home cooling or heating energy source has been cut off;
(b) The Applicant has been notified that the energy source for cooling or heating is going to be cut off;
(c) The Applicant has received a notice indicating the energy source is delinquent or past due;
(d) The Applicant is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating;

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

(e) The Applicant has a bill for which the due date has lapsed; or
(f) The Applicant has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair or purchase of heating or cooling equipment, or needing interim emergency measures to avoid further crisis.

(10) "Outreach Expenses" – Costs incurred in delivering LIHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake, costs for advertising, costs for application supplies and storage of client files.

(11) "Reasonable Standard of Promptness" – Means within fifteen (15) working business days of Application Receipt.

A complete list of definitions can be found in the LIHEAP Policies and Procedures Manual.

E. PROGRAM TASKS & REQUIREMENTS

(1) Subrecipient will administer the LIHEAP Program in accordance with information and directives provided in Commerce-issued NFA(s), Commerce-issued policy directives and guidance (if any), and this Agreement.

(2) Subrecipient shall conduct outreach activities designed to ensure that eligible households, especially households with elderly or disabled individuals, young children, and those with the highest home energy burden are made aware of the assistance available under this Agreement.

(3) Subrecipient shall assist each Applicant in securing help through other community resources when LIHEAP funds are not available or are insufficient to meet the emergency home energy needs of an Applicant.

(4) Subrecipient shall maintain the following written policies:

(a) A written policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
(b) A written policy to secure Applicants' social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files.
(c) A written policy to assure that all energy vendors to which energy assistance payments are made comply with the requirements of section H of this Attachment.
(d) A written policy to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.
(e) A written appeals and complaint policy that provides an opportunity for an applicant or Clients whose applications for assistance are denied or whose applications are not acted upon with Reasonable Promptness. Subrecipient shall post its appeal and complaint policy in a prominent place within Subrecipient's office viewable by all Applicants and Clients.

(5) Subrecipient shall, within 15 business days of the Application Date, furnish a written Notice of Denial and Appeals for each Applicant denied assistance. At a minimum, the written Notice of Denial and Appeals shall contain:

(a) Name of Applicant;

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

(b) Date of Application;
(c) Type of benefit sought;
(d) Reason(s) for denial;
(e) Statement on Subrecipient's benefit limits, if applicable;
(f) Statement of appeals process;
(g) Name, phone number, and address applicable to the appeal process; and
(h) Number of days the Applicant has to file the appeal.

(6) Subrecipient shall make payments to energy vendors on behalf of eligible Applicants with the "highest home energy needs and lowest household income," which will be determined by taking into account both the energy burden and the unique situation of such Applicants that results from having members of vulnerable populations, including very young children, the disabled, and older individuals.

(7) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all Weatherization Assistance Program (WAP) agencies in its service area. The MOU will detail cooperative efforts and shall describe the actions that will be taken by both parties to assure coordination, partnership, and referrals. The Subrecipient shall review and renew the MOU at least every three years. Subrecipient, in coordination with the local WAP agency, shall develop a system by which LIHEAP clients who have received more than three (3) heating/cooling (LIHEAP Home Energy Benefit) and/or crisis benefits in the last 18 months and who are homeowners, are referred to the WAP agency. Subrecipient shall maintain records sufficient to document referrals.

(8) Subrecipient shall enter into an MOU with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Subrecipient shall review and renew the MOU each program year. The MOU will detail how LIHEAP and EHEAP records (for households with elderly members) will be checked to avoid duplicate Crisis Assistance payments during the same season. Subrecipient shall maintain records sufficient to document coordination.

(9) Subrecipients serving multi-county areas shall provide Commerce with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on the 150% of poverty population within each of the counties served. This information must be reported in Subrecipient's Multi-County Fund Distribution Form.

(11) Subrecipient shall not charge Applicants a fee or accept donations from an Applicant to provide LIHEAP benefits. Subrecipient shall post the following statements in a prominent place visible to all Applicants and Clients: *"No money, cash or checks, will be requested or accepted from Applicants or Clients for LIHEAP services of any kind. If an employee asks for money, report this to the agency Executive Director or Department Head."*

(12) Subrecipient shall have a physical location and operate during hours available to Applicants and in accordance with the days and times as stated in Paragraph (5), Funding/Consideration, L. of this Agreement.

(13) Subrecipient shall refund to Commerce, with non-federal funds, all funds incorrectly paid on behalf of Clients that cannot be collected from the Client.

(14) Subrecipient shall participate in training sessions scheduled by Commerce to cover LIHEAP policies and procedures.

(15) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

(16) Subrecipient shall be in a position to accept applications after execution of this Agreement and adequate funding is provided. Subrecipient shall continue taking applications until this Agreement expires or funds are exhausted, whichever comes first.
(17) Subrecipient shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Unique Entity Identifier (UEI) number (www.SAM.gov.com) and maintaining an active and current profile in the Central Contractor Registration (CCR) (www.ccr.gov).
(18) Subrecipient shall publish and publicize its local outreach office telephone number, as well as the days and times the outreach office is open. If applicable for the area served, Subrecipient shall have a toll-free telephone number.

F. CLIENT APPEALS

(1) At a minimum, Subrecipient's appeals process must provide an opportunity for an Applicant or Client to file a written appeal with Subrecipient's Program Supervisor within 10 calendar days of receipt of the written Notice of Denial and Appeal:

(a) Upon receipt of a validly filed appeal or complaint, Subrecipient shall respond in writing within 10 calendar days.
(b) The Applicant or Client may appeal Subrecipient's first response by filing its objections to the response with Subrecipient's Director, Executive Director, or Board Chair, as applicable, within five (5) calendar days of receipt of the first response.
(c) Upon receipt of a validly filed objection to the first response, Subrecipient shall respond in writing within 10 calendar days, and the response must clearly state the final outcome of the appeal, that the decision is final, and, if applicable, the circumstances under which the Applicant or Client may re-apply for services.

G. CLIENT SERVICES AND BENEFITS

(1) Subrecipient shall provide LIHEAP Home Energy Assistance benefits based on the state-provided LIHEAP Payment Matrix. The benefit amount is based on the household's income level as compared to the National Poverty Guidelines.
(2) The following benefits will be available in the current Policies and Procedures Manual.
(3) Subrecipient shall determine the correct amount of each Crisis Assistance benefit based on the minimum necessary to resolve the crisis, but not more than the maximum set by Commerce. Commerce will inform the Subrecipient of the maximum crisis benefit prior to the beginning of each program year.
(4) When the Applicant is in a life-threatening crisis situation, Subrecipient shall take one or more Eligible Actions that will resolve the emergency situation within 18 hours of Application Receipt for a Crisis Assistance benefit and document the Client file with which Eligible Action was used.
(5) When the Applicant is in a non-life-threatening crisis situation, Subrecipient shall take one or more Eligible Actions that will resolve the emergency situation within 48 hours of Application Receipt for a Crisis Assistance benefit and document the Client file with which Eligible Action was used.
(6) For all approved applications, Subrecipient shall make payments to vendors on behalf of approved Applicants no more than 45 calendar days from the Application Date.
(7) For Crisis Assistance Applicants, Subrecipient shall compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate Crisis Assistance payments during the same

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

eligibility period and maintain documentation sufficient to ensure compliance with this requirement.

(8) Applicant eligibility shall be based on the following factors:

(a) Subrecipient may only assist Applicants who are, or were, residing in its LIHEAP service area at the time the home energy costs were incurred.
(b) The Applicant must complete an application and return all required information and verification to Subrecipient or subcontractor.
(c) The Applicant must provide a utility, or fuel, bill verifying an obligation to pay home energy costs.
(d) The Applicant must have a total gross household income of not more than 150% of the current OMB federal poverty level for their household's size.
(e) To receive a Crisis Assistance benefit, the Applicant must meet the requirements of having a verifiable Home Energy Crisis as this term is defined in section D. (9) of this Attachment.
(f) If the Applicant lives in government subsidized housing, Subrecipient shall determine if all or part of Applicant's utility costs are paid directly or indirectly by the government and then take the following appropriate action:

(g) The Applicant must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.
(h) The Applicant must not be a student living in a dormitory.

(9) Calculation of income eligibility:

(a) Use the past 30 days earnings for all occupants of the household annualized, or the Applicant's most current economic situation, whichever is lower.
(b) Reference the current year Sources of Allowable Income to determine what is and is not considered as allowable income.
(c) For Cooling/Heating and Crisis assistance, total household income cannot exceed the greater of an amount equal to 150 percent of Federal Poverty Guidelines (FPG) for the state for households with 9 or more individuals; or an amount equal to 60 percent of the SMI for the state for households with up to 8 individuals
(d) If an Applicant cannot document household income and does not receive food stamps, the Subrecipient shall accept a signed self-declaration of income statement that adequately explains exceptional circumstances and gives the amount of the Applicant's income.
(e) No household may be excluded solely on the basis of income if the household income is less than 110% of the poverty level.

H. CLIENT RECORDS

Subrecipient shall maintain information in a file for each LIHEAP Client that includes at least the following information:

(1) Client's name, address, sex, and age, and customer name on utility account (if not the Client);
(2) Names, ages, and current identification documentation (no more than one year expired) of all household members;
(3) Social Security Numbers for all household members or the citation to the applicable exemption;
(4) Income amount and method of verification for all household members;

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

(5) Income documentation to support eligibility;
(6) Signed statement of self-declaration of income, if applicable;
(7) Copies of approval or denial letters, including appeal procedures, provided to the Client;
(8) Documentation of disability according to the policy and procedure manual;
(9) Documentation of Client's obligation to pay the energy bill for the residence in which Client resides;
(10) Signed Authorization for Release of General and/or Confidential Information for LIHEAP
(11) Data, or notation that the Client did not sign the waiver;
(12) Utility Account Number;
(13) Main heating fuel type such as natural gas, propane, electricity, etc.
(14) If LIHEAP prevented disconnection or restored an energy disruption; and
(15) A signed LIHEAP application with signatures of the Applicant, Subrecipient's representative, and supervisory staff. This includes the electronic signature required by the Commerce-provided Case Management System either via direct applicant submission or by authorized CAA employees submitting this information on behalf of an applicant.

I. ENERGY VENDORS

(1) Subrecipient shall negotiate and maintain written agreements (the "Vendor Agreement") with energy vendors which must at a minimum include:

(a) The effective date of the Vendor Agreement.
(b) The name and/or title of key contact staff with both the Subrecipient and energy vendor who are authorized to resolve a crisis situation and make a payment commitment on behalf of a Client.
(c) A description of how Subrecipient shall make energy payments directly to the energy vendor on behalf of LIHEAP Clients.
(d) Assurances from the energy vendor that no household receiving LIHEAP assistance will be treated adversely by the energy vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
(e) Assurances from the energy vendor that it will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
(f) A statement that only energy related elements of a utility bill are to be paid. No water, sewage, waste management, equipment, insurance or other non-energy elements may be paid. Exceptions may be made on a case by case basis by Commerce.
(g) A statement that Subrecipient may not pay for charges that result from illegal activities such as a bad check or meter tampering. A statement that the energy vendor is aware that those charges are the responsibility of the Client.
(h) A statement that the energy vendor is aware that when the benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
(i) Details on how the energy vendor will assist Subrecipient in verifying the LIHEAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process must be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

(j) Subrecipient's commitment to make payment to the energy vendor no more than 45 calendar days from the approved application date.
(k) A statement that the energy vendor is aware that if LIHEAP payments made to the energy vendor cannot be applied to the Client's account, the funds will be returned to Subrecipient within 30-45 calendar days of a refundable activity (account closure, overpayment, etc.) occurring.
(l) A statement that the energy vendor will provide documentation at minimum monthly to the Subrecipient to demonstrate that LIHEAP benefits were applied to the account, the date payment was applied and the amount. Subrecipient must maintain these records.

(2) The energy vendor shall participate in the Annual Performance Measure Data Collection; the Vendor Agreement shall contain:

(a) An assurance that the Subrecipient shall collect signed Authorization for Release of General and/or Confidential Information for LIHEAP Data from eligible Applicants who choose to allow their data to be collected as part of the annual performance measures and ensure the signed releases are available for inspection by the energy vendor.
(b) An assurance that the energy vendor is aware that as long as signed Authorizations for Release of General and/or Confidential Information for LIHEAP Data are collected and available, the energy vendor will provide the requested customer data to Commerce.

(3) At the time of the vendor agreement, and annually thereafter, the energy vendor must be in "active" status with the State of Florida: http://sunbiz.org/search.html and the energy vendor's name must be checked on SAMS at https://www.sam.gov. The name on the Vendor Agreement must match the legal business name on the State of Florida website. Municipal providers are excluded from this requirement.
(4) The Vendor Agreement must be reviewed and renewed by both parties at least every three (3) years.
(5) The Vendor Agreement must be signed by upper-level management of both Subrecipient and the energy vendor authorized to enter into such commitments and be provided to electronically to their designated Contract Manager.

2. REPORTS

Subrecipient shall submit the following reports to Commerce as specified below, in addition to any reporting requirements outlined in program and procedure manuals,

A. ANNUAL REPORTS

(1) Most recent IRS Form 990:
(2) LIHEAP Annual Household Report:
(3) LIHEAP Annual Performance Measures Report:
(4) The Subrecipient shall submit an Annual Report using Attachment G, including the most recent IRS Form 990, detailing the total compensation for the Subrecipient's executive leadership teams. Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of Form 990 to the IRS. The Subrecipient must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change.

B. QUARTERLY REPORTS

(1) Low Income Home Energy Assistance Program Quarterly Performance and Management Report
Subrecipient shall submit to Commerce the Low Income Home Energy Assistance Program Quarterly Performance and Management Report no later than the tenth day of each month following the end of the quarter. Subrecipient shall be notified in writing of the due date and submission requirements.

C. MONTHLY REPORTS

(1) Subrecipient shall submit to Commerce at a minimum one (1) LIHEAP Monthly Financial Activity no later than the 21st day of each month following the end of the reporting month in which funds were expended. Commerce will make its determination whether to reimburse Subrecipient's costs based on Subrecipient's successful completion of deliverables, as evidenced by information contained in and submitted with the Monthly Financial Activity. Only with prior approval by Commerce will more than one reimbursement be processed for any calendar month. The Monthly Financial Activity must be submitted in Commerce's current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the due date. In the event the 21st day of the month falls on a weekend day or holiday, the Monthly Financial Activity shall be due on the next business day.

(a) Each Monthly Financial Activity shall contain the following information, at a minimum:

(i) An itemized list of all administrative expenditures that occurred during the reporting month,
(ii) An itemized list of all program expenditures that occurred during the reporting month,

(iii) the amount of reimbursement requested, and
(iv) the number of clients served.
(v) All other supporting documentation requested by Commerce

(b) An authorized signatory shall sign, date, and attest to the veracity of each Monthly Financial Activity. Subrecipient's submission of a signed and completed Monthly Financial Activity is Subrecipient's acknowledgement and certification that all expenditures listed therein: are reasonable, necessary, allowable, and allocable; were expended in accordance with the terms and conditions of this Agreement as well as all applicable federal, state, and local laws, regulations and written guidance; and have been reconciled with supporting documentation by Subrecipient, which is readily available to Commerce upon request.

(c) Commerce shall review each Monthly Financial Activity for compliance with the requirements as stated in this Attachment of this Agreement.

(2) Subrecipient shall submit the Monthly Client Services Report inclusive of LIHEAP payments applied to the applicant's utility account via the current online client tracking and reporting system to Commerce no later than the 21st day of each month following the end of the reporting month in which clients were served.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

D. MONITORING REPORT RESPONSES

Subrecipient shall provide a written response to Commerce for all monitoring report findings or concerns no later than 30 calendar days from the date of the original monitoring report. Commerce shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the 30th day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for Commerce's review and approval.

E. COST ALLOCATION PLAN

Per title 45 C.F.R. § 75.302, Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. To document this, Subrecipient must submit a copy of its written Cost Allocation Plan, in accordance with 45 C.F.R. 75.415, to Commerce with this Agreement.

F. INDIRECT COST RATE PROPOSAL

Subrecipients of federal awards are required to have an approved, federally recognized indirect cost rate negotiated between such subrecipients, and the Federal Government. If no such rate exists, then Subrecipient shall have either a rate negotiated with Commerce (in compliance with 45 C.F.R. Part 75), or a *de minimis* indirect cost rate as set forth in 45 C.F.R. §75.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to Commerce with this Agreement. If Subrecipient chooses to use the *de minimis* rate, Subrecipient shall make sure it is legally entitled to use that rate and include a statement to Commerce to that effect with this executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.

G. OTHER REPORTS

Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by Commerce, including supporting or source documentation for any reports identified above in this Attachment.

H. CLOSE-OUT REPORT

The LIHEAP Close-Out Report is due 45 calendar days after termination of the Agreement or 45 calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the 45th calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to Commerce that include, at a minimum, the Close-Out Cover Sheet, the LIHEAP Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

I. SUBMISSION

Unless otherwise noted, reports shall be submitted to Florida Department of Commerce's designated Contract Manager as assigned by Commerce and delivered by standard mail or electronic mail using the contact information provided in Paragraph 18 of this Agreement.

J. PROGRAM STATUTES AND REGULATIONS

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35), as amended, and the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards 45 C.F.R., Part 75" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

subject to Federal Acquisition Regulations 48 C.F.R. 31.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and the following Federal Regulations are also applicable under this Agreement:

(1) 45 C.F.R. Part 16 – Procedures of the Departmental Grant Appeals Board;
(2) 45 C.F.R. Part 30 - Claims Collection;
(3) 45 C.F.R. Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
(4) 45 C.F.R. Part 81 - Practice and procedure for hearings under Part 80 of this Title;
(5) 45 C.F.R. Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
(6) 45 C.F.R. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
(7) 45 C.F.R. Part 87 – Equal Treatment for Faith Based Organizations;
(8) 45 C.F.R. Part 91 - Nondiscrimination on the Basis of Age in programs or activities receiving Federal Financial Assistance from HHS;
(9) 45 C.F.R. Part 93 - New restrictions on lobbying;
(10) 45 C.F.R. Part 95 – General Administration – Grant Programs
(11)45 C.F.R. Part 96 - Block Grants;
(12)45 C.F.R. Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities;
(13) 2 CFR Part 25 – Universal Identifier and System for Award Management;
(14) 2 C.F.R. Part 170 – Reporting Subaward and Executive Compensation Information;
(15) 2 C.F.R. Part 175 – Award Term for Trafficking in Persons;
(16) 2 C.F.R. Part 176 – Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5;
(17) 2 C.F.R. Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement);
(18) 2 C.F.R. Part 376 – Nonprocurement Debarment and Suspension;
(19) 2 C.F.R. Part 382 – Requirements for Drug-Free Workplace (Financial Assistance); and
(20) 31 U.S.C. §3335, §6501, and §6503 (see also 31 CFR Part 205 – Rules and Procedures for Efficient Federal-State Funds Transfers) – Cash Management Improvement Act.

B. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY

As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Subrecipients receiving Federal funds, including but not limited to State and local governments and Subrecipients of Federal research grants, shall clearly state:

(1) the percentage of the total costs of the program or project which will be financed with Federal money,
(2) the dollar amount of Federal funds for the project or program, and
(3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

4. BONDING

(1) Non-Profit Organizations: Subrecipient shall purchase a blanket fidelity bond covering all officers, employees, and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an amount equal to at least one-half of the total LIHEAP agreement amount. Subrecipient shall submit documentation prior to execution of this Agreement showing it has purchased a blanket fidelity bond in accordance with this paragraph.

(2) Local Governments: Subrecipient shall purchase a fidelity bond in accordance with section 113.07, F.S. The fidelity bond must cover all officers, employees, and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Subrecipient shall submit documentation prior to execution of this Agreement showing it has purchased a fidelity bond in accordance with this paragraph.

5. MONITORING

(1) Commerce or its authorized representative shall conduct a full onsite review of Subrecipient at least once during each three-year period. Subrecipient shall allow Commerce to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Subrecipient contracts to carry out program activities.

(2) Commerce shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by Commerce of Subrecipient need.

(3) Commerce shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and federal funding agency.

6. OTHER PROVISIONS

(1) Subrecipient shall budget a minimum of twenty-five percent (25%) of the total Agreement funds for Home Energy Assistance.

(3) In addition to the record keeping, public records, and audit requirements contained in this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of Subrecipient.

(4) If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, Subrecipient shall cooperate with, and upon Commerce's written request, participate with Commerce in the hearing.

(5) Subrecipient shall maintain records sufficient to allow Commerce to determine compliance with the requirements and objectives of Attachment A and all other applicable laws and regulations.

7. LIHEAP ASSURANCES

Subrecipient hereby assures and certifies as a condition of receipt of LIHEAP funds, that it, and its subcontractors, shall comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of LIHEAP funds, Subrecipient assures and certifies that:

A. Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body on an annual basis, including all assurances contained herein.

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

B. Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of Commerce check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with prescribed management policies of Commerce.

C. Subrecipient understands and agrees that no other federal program funds may be used to support LIHEAP Administration as per 45 CFR Part 96.30. Administrative costs for LIHEAP must be appropriately managed within the confines of LIHEAP-specific funds.

D. Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.

E. Subrecipient will give Commerce, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-contractor.

F. Subrecipient will comply with all of the provisions and practices outlined in Commerce's most current LIHEAP Policy and Procedures Manual and the Weatherization Monitoring Field Manual.

G. Subrecipient will comply with non-discrimination provisions, in accordance with Florida Statutes; Section 677 of P.L. 97-35; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.

H. Subrecipient will comply with section 2609 of Public Law 97-35, as amended, which prohibits use of LIHEAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.

I. This Agreement and all its attachments are true and correct.

J. Subrecipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.

K. Administration of this program has been approved by Subrecipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.

L. Subrecipient shall comply with Title X, Part C of Public Law 103-227, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient shall include the above language in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.
Subrecipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: 45 C.F.R. part 76, subpart F, Sections 76.630(c) and (d)(2).

- End of Attachment A-2 -

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Prior to issuing subawards or subcontracts under this Agreement, Subrecipient shall consult the System for Award Management (SAM) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at https://www.sam.gov.

If the Subrecipient will issue subawards or subcontracts under this Agreement, the Subrecipient shall complete the following information for each subcontractor:

A. The prospective subcontractor of Subrecipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
B. Where Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____
(Subcontractor Name)

_____
(Signature of Subcontractor Designee)

_____
Name & Title

_____
(Subcontractor Street Address)

_____
(Subcontractor City, State, Zip)

_____
Date of Signature

SUBRECIPIENT:

DeSoto County _____
(Subrecipient's Name)

E2235 _____
Commerce Agreement Number

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

ATTACHMENT C
JUSTIFICATION OF ADVANCE PAYMENT

SUBRECIPIENT: _____ AGREEMENT: _____

Any advance payment under this Agreement is subject to section 216.181 (16)(a)(b), F.S., and Paragraph (5) of this Agreement. The Subrecipient shall invest cash advances in compliance with section 2 CFR 200.305 of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Check the applicable box below (check only one).

☐ NO ADVANCE REQUESTED

☐ ADVANCE REQUESTED Program: _____ (*CSBG, LIHEAP, or WAP*)

No advance payment is being requested. Payment will be made solely on a reimbursement basis. No additional information is required.

Advance payment of _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If an advance is requested, complete the following worksheet by filling in the highlighted cells below.

	DESCRIPTION	(A) Funding from Three Years Ago	(B) Funding from Two Years Ago	(C) Funding from Previous Year	(D) Total
1	TOTAL SUBGRANT ALLOCATION (Includes any base increases and carryforward dollars)				
2	FIRST TWO MONTHS OF GRANT EXPENDITURES[1]				
3	AVERAGE PERCENT EXPENDED IN FIRST TWO MONTHS (Divide line 2 by line 1)				

[1] The expenses for the first two months in which expenditures were reported need to be provided for the years you received funding. If you do not have this information, call your Commerce contract manager for assistance.

The Subrecipient may request an amount up to the historical percent of expenditures for the first 2 months of the Agreement OR 17% of the award, whichever is less.

HISTORICAL PERCENT FOR FIRST 2 MONTHS:

_____ (Cell D3) x _____ (Program Award) = _____ (Historical Advance)

17 % CALCULATION:

_____ (Program Award) x 0.17 (Percent of Award) = _____ (Maximum Advance)

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

ATTACHMENT D

PROPERTY MANAGEMENT AND PROCUREMENT

Subrecipient shall comply, at a minimum, with the property management and procurement standards for property as defined in 2 C.F.R. 200.1, 2 C.F.R. part 200, 10 C.F.R. part 600, 45 C.F.R. 75.320, *Equipment*, and 45 C.F.R. 75.321 as applicable.

1. All property purchased, in whole or in part, with funds from this Agreement must be listed on the property records of Subrecipient. Said listing must include a description of the property, a serial number or other identification number, the funding source of the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use, and condition of the property, and any transfer, replacement or ultimate disposition data including the date of disposal and sale price of the property, if applicable.
2. Subrecipient must take a physical inventory of the property acquired, in whole or in part, with funds from this Agreement, reconcile the results of the inventory with the property records, and submit to Commerce, a written property inventory list and reconciliation report, at least once a program year. Additionally, such a list and report must be submitted to Commerce upon Commerce's request. This annual comprehensive property inventory list and reconciliation report is separate and apart from, and in addition to, any equipment reports required by this Agreement.
3. Ownership of all property acquired, in whole or in part, with funds from this Agreement is vested in Commerce upon completion, including termination, of the Agreement, and as such, any title to such property must be vested in Commerce by Subrecipient upon completion, including termination, of the Agreement. If Subrecipient co-mingles funds from this Agreement, all property purchased, in whole or in part, using funds from the account(s) in which any funds from this Agreement are placed, is considered "property acquired, in whole or in part, with funds from this Agreement" as described herein.
4. Real property, equipment, and intangible property that are acquired or improved, in whole or in part, with funds from this Agreement must be held in trust with the State of Florida as the trustee for the beneficiaries of the CSBG, LIHEAP, and/or WAP program. The State of Florida is entitled to record liens or other appropriate notices of record to indicate that person or real property have been acquired or improved with Federal funds and that use and disposition conditions apply to the property.
5. Subrecipient shall comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

-End of Attachment D-

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

ATTACHMENT E
SUBRECIPIENT INFORMATION

I. SUBRECIPIENT: _____ **AGREEMENT #:** _____

II. SUBRECIPIENT CATEGORY: ☐ Non-Profit ☐ Local Government

III. COUNTY(IES) TO BE SERVED WITH THESE FUNDS:

_____ _____ _____ _____ _____

_____ _____ _____ _____ _____

IV. GENERAL ADMINISTRATIVE INFORMATION

Executive Director or Chief

a. Administrator: _____

Address: _____ City: _____ ,FL Zip: _____

Telephone: _____ Fax: _____

Cell: _____ Email: _____

Mailing address if different from above

Mailing Address: _____ City: _____ ,FL Zip: _____

b. Chief Elected Official for Local Governments or President/Chair of the Board for Nonprofits:

Name: _____ Title: _____

Address*: _____ City: _____ ,FL Zip: _____

Telephone: _____ Fax: _____ Email: _____

**Enter home or business address, telephone numbers and email other than the Subrecipient's*

c. For Public Agencies -Chair of Community Action Board:

Name: _____ Title: _____

Address*: _____ City: _____ ,FL Zip: _____

Telephone: _____ Fax: _____ Email: _____

**Enter home or business address, telephone numbers and email other than the Subrecipient's*

d. Official to Receive State Warrant:

Name: _____ Title: _____

Address: _____ City: _____ ,FL Zip: _____

e. Subrecipient Contacts:

1. Program: Name: _____ Title: _____

Address: _____ City: _____ ,FL Zip: _____

Telephone: _____ Fax: _____

Cell: _____ Email: _____

2. Fiscal: Name: _____ Title: _____

Address: _____ City: _____ ,FL Zip: _____

Telephone: _____ Fax: _____

Cell: _____ Email: _____

f. Person(s) authorized to sign reports:

Name: _____ Title: _____

Name: _____ Title: _____

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

Name: _____ Title: _____

g. FEID Number: _____ **h. UEI Number:**

i Hours of Operation: _____ _____
(Days) (Hours)

V. SUBRECIPIENT FISCAL YEAR: _____ thru _____ **(e.g. Oct 1 thru Sep 30)**

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

ATTACHMENT F
TRANSPARENCY REQUIREMENTS

1. The Subrecipient shall ensure that they comply with all the requirements outlined in federal law and applicable state policy.
2. The following information must be submitted to Commerce's Contract Manager:

   A. An Organizational Chart
   B. Notice of all meetings at least seven (7) business days before the meeting is to occur. Notice of special meetings must be posted at least 72 hours before the meeting is to occur.
   C. Employee positions and salary information for each position (including any benefits and performance bonuses).
   D. Attachment G, Total Compensation for Executive Leadership Annual Report, which shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of Form 990 to the IRS. The Subrecipient must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change. Subrecipient is allowed to submit one report for their entity.
   E. A plain language version of any contract that is estimated to exceed $35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties.
   F. A list of all Board members, if applicable, and the company or entity that the Board member is employed by or owns, and their terms of service.
   G. Interlocal agreement(s), as applicable
   H. Single Audit for the last two (2) years.
   I. Board meeting and Executive Committee meeting minutes within 15 business of approval.
   J. All active agreements with another entity that delegates partial or complete responsibility for any duties the Subrecipient is expected, required, or mandated to perform under this Agreement, even if the cost is not expected to exceed $35,000.
   K. All reports that the Subrecipient must generate pursuant to Federal and Florida law.
3. The Subrecipient shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.
4. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Subrecipient, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Subrecipient, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Subrecipient agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800- 96ABUSE, or via the web reporting option https://myflfamilies.com/service-programs/abuse-hotline/report-online.shtml or via fax at 1-

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

800-914-0004.

5. Consistent with 2 CFR 200.113, the Subrecipient must, within one (1) business day of discovery, disclose any violation of federal criminal law involving fraud, waste, abuse, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Subrecipient shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement.
6. For all funds provided by Commerce, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state: (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of *the* total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
7. In compliance with section 286.25, F.S., the Subrecipient will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written form, the words "State of Florida, Department of Commerce" will appear in the same size letters or type as the name of the entity.
8. The Subrecipient shall maintain a purchasing procedure in accordance with sections 420.507(20) and 420.507(27), F.S. The Subrecipient's purchasing procedure must, at minimum:

    A. Ensure that all purchasing decisions are conducted in a transparent manner;
    B. Foster competition to ensure that the Subrecipient receives the best value possible;
    C. Require approvals in accordance with the Subrecipient's guidelines, prior to entering into a contract that is exempt from a competitive process because the services or commodities are available only from a single source;
    D. Require that an intent to award a competitive contract be published on the Subrecipient's website at least three (3) business days prior to execution; and
    E. Require that the Subrecipient take advantage of state term contracts negotiated by the Florida Department of Management Services to the greatest extent possible.

9. The Subrecipient shall maintain an employee ethics code modeled after the provisions of chapter 112, F.S., which addresses prohibitions on: the acceptance of gifts, self-dealing, unauthorized compensation, conflicting employment or contractual relationships, inappropriate disclosure and use of information, and nepotism.

10. All Subrecipient travel expenses for this Agreement must be in accordance with section 112.061, F.S.

-End of Attachment F-

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

ATTACHMENT G
TOTAL COMPENSATION FOR EXECUTIVE LEADERSHIP
(Executive Order 20-44)

Subrecipient:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Employer-Paid Insurance Benefits						

Docusign Envelope ID: 60604495-29B2-447F-B7F1-DE67FC96D84E

Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:

Executive Leadership: Anyone who is included by name or title on the form 990, part VII, or Schedule J.

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.
Other payouts: Cell phone allowances, tuition, gym memberships, and car allowances, etc.
Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)
Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

-End of Attachment G-

DeSoto County

10/28/2025

Item #: 8.

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

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

TITLE & DESCRIPTION:
Agreement Extension/FLCOMMERCE-Community Development Block Grant Coronavirus (CDBG-CV)

REQUESTED MOTION:
To approve a nine (9) month extension with FLCOMMERCE for the Community Development Block Grant Coronavirus Agreement (CDBG-CV) through June 30, 2026 and allow the County Administrator to sign the Agreement Extension as presented.

SUMMARY:
DeSoto County entered into an Agreement with FLCOMMERCE on March 1, 2022, through September 30, 2025. This agreement extension allows for nine (9) months through June 30, 2026.

BACKGROUND:
DeSoto County has entered into an Agreement with FLCOMMERCE to administer a Community Development Block Grant (CDBG) program on property owned by DeSoto Cares Homeless Services, Inc., located within the City limits. A tiny town concept, including up to 8 homes, to help the homeless with the basic sheltering necessities and help prevent the transmission of COVID-19. Engineered drawings have been created for the tiny homes. This will be considered transitional housing, which DeSoto Cares will provide supportive services from a community center within the tiny town.

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item Cost: **N/A**
Account Number: **N/A**
Explanation: **Time only extension**

Docusign Envelope ID: 133E1D1D-F363-4F5D-A713-6CD4BA803249

Modification Number 3 to Subgrant Agreement Between the Department of Commerce and DeSoto County, Board of County Commissioners

This Modification Number 3 is entered into by and between the State of Florida, Department of Commerce, ("Commerce"), and Desoto County, Board of County Commissioners ("the Recipient"), (each individually a "Party" and collectively the "Parties").

WHEREAS, Commerce and the Recipient entered into **Contract Number** 22CV-S03, **FLAIR Contract Number** H2473, on January 25, 2023 ("the Agreement"), pursuant to which Commerce provided a subgrant in the amount of $1,020,000.00 to the Recipient under the Small Cities Community Development Block Grant ("CDBG") Program as set forth in the Agreement.

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Commerce and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

☐ **Revise the Activity Work Plan**

1. Attachment __, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Budget**

2. Attachment A, _____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Narrative**

3. Attachment ___, Project Narrative, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment ___, which is attached hereto and incorporated herein by reference.

☐ **Change the Number of Accomplishments and/or Beneficiaries**

4. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

Docusign Envelope ID: 133E1D1D-F363-4F5D-A713-6CD4BA803249

☐ **Include an Unaddressed Need from the Application for Funding as Addressed Need**

5. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

☐ **Change the Participating Parties**

6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.

7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☒ **Extend the Agreement**

8. Paragraph (3) titled Period of Agreement on page 1 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

   (3) Period of Agreement

   This Agreement begins on March 1, 2022, (the "Effective Date") and ends on June 30, 2026 (the "Expiration Date") unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

☒ **Other:**

9. This agreement is reinstated as though it did not expire.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

Docusign Envelope ID: 133E1D1D-F363-4F5D-A713-6CD4BA803249

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida
Department of Commerce

By: _____

Name: J. Alex Kelly

Title: Secretary

Date: _____

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

Office of the General Counsel
Florida Department of Commerce

By: _____

Approved Date: _____

Recipient: DeSoto County, Board of County Commissioners

By: _____

Name: Mandy Hines

Title: County Administrator

Date: _____

DeSoto County

10/28/2025

Item #: 9.

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

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

TITLE & DESCRIPTION:
Pollution Liability Renewal for Plan Year 25-26.

REQUESTED MOTION:
To approve the Pollution Liability Renewal for Plan Year 25-26.

SUMMARY:
To bind pollution liability coverage with Chubb through Brown & Brown. Maintaining this coverage is essential for ensuring compliance with environmental regulations and protecting the organization against potential environmental risks associated with our operations.

BACKGROUND:
CHUBB has served as the underwriter for our Pollution Liability Insurance policy for the past four years, with coverage placed through our broker, Brown & Brown.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: **$34,082.00**
Cost: **$34,082.00**
Account Number: **001-71495134500000**
Explanation: Click or tap here to enter text.

Brown & Brown

PUBLIC SECTOR

Insurance Proposal

October 1, 2025 to October 1, 2026

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

Table of Contents

Overview 1
- The Agency of Brown & Brown, Public Sector
- An Introduction to Your Service Team

Pollution Liability 2

Broker Recommendation/Premium Recapitulation 3
- Notes of Importance
- Compensation Disclosures
- Guide to Best's Ratings

Items Required Prior to Binding 4
- Acceptance of Proposal – Premium Recapitulation
- Acknowledgment of Non-Admitted Carrier
- Signed Pollution Application
- Signed TRIA Form – If Rejecting TRIA

Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.

- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
    - 22 Counties
    - 70 Cities
    - 20 Public Airports
    - 7 Public School Districts
    - State of Florida

An Introduction to Your Service Team

Account Executives		
Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Tiffany Hill, GBDS Vice President / Client Services Leader	(386) 281-6846	Tiffany.Hill@bbrown.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	Paul.Dawson@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Michelle Perry Vice President / Business Development	(386) 366-6378	Michelle.Perry@bbrown.com
Kyle Stoekel, ARM-P, CIC, CRM Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Molly Grande, CPCU, ARM, AIDA Public Risk Advisor	(386) 333-6084	Molly.Grande@bbrown.com
Devyn Donley Account Executive	(386) 239-4070	Devyn.Donley@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Vice President / Account Executive	(386) 239-4044	Robin.Russell@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com
Service Representatives		
Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Jessica Conway Public Risk & Claims Specialist	(386) 333-6001	Jessica.Conway@bbrown.com
Megan Feinberg Public Risk Specialist Assistant	(386) 281-6836	Megan.Feinberg@bbrown.com
Patricia "Trish" Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Mallory Moretti Public Risk & Claims Specialist	(386) 800-1164	Mallory.Moretti@bbrown.com

Certificate Requests: 179.certificates@bbrown.com
Claim Reporting: 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

Pollution Liability

Term: October 1, 2025 to October 1, 2026

Company: Illinois Union Insurance Company
(Rated A+ XV by A.M. Best)

Form: Claims Made

Limits of Liability:

Coverage Section	Limit of Liability	Retention	Retroactive Date
Per Pollution Condition	$2,000,000	$25,000 per Pollution Condition	2/1/2012
Aggregate All Pollution Condition	$3,000,000		

Coverage:
1. Remediation Cost
2. Compensatory Damages
3. Legal Defense Expense

Notes of Importance:
1. Covered sites are all locations listed on the Statement of Values provided to Illinois Union and not excluded by the policy wording.
2. Covered pollution conditions must commence after the retro date of this policy and before the end of the policy period.
3. Material misrepresentation by the insured voids this policy.
4. No flat cancellation – policy is subject to a 25% minimum earned premium.
5. Premium is not subject to audit.
6. This insurance is issued pursuant to the Florida Surplus Lines Laws. Entities insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Requirements that must be met **PRIOR** to binding:
1. Must have completed and signed ACE application.
2. Signed Acceptance/Rejection of TRIA Form

Pollution Liability

Coverage Form & Endorsements include but not limited to:

Form Number:	Form Description:
PF-44887b (08/18)	Premises Pollution Liability Insurance Policy
PF-44897a (01/17)	Automatic Acquisition & Due Diligence (Fungi-Known Conditions) Endorsement • See Endorsement
PF-48608 (01/17)	Business Interruption Coverage Limitations Endorsement • See Endorsement
PF-55008 (03/21)	Communicable, Infectious Or Contagious Diseases Exclusionary Endorsement
PF-48614 (01/17)	Coverage Limitation And Reopener Endorsement • See Endorsement
PF-44916 (09/14)	Covered Storage Tank Schedule (Financial Responsibility) Endorsement • See Endorsement
PF-44927a (01/17)	Exposure-Specific Dedicated Limits for Financial Responsibility (ASTs-Via General Aggregate Sublimit-Annual) Endorsement
PF-44944 (09/14)	Indoor Environmental Conditions Limitations Endorsement • Exclusion
PF-44957 (09/14)	Notice of Cancellation Amendatory (Generic Time Frame) Endorsement • 90 days
PF-54576 (01/21)	Public Entity Coverage Amendatory Endorsement • Retro Date 02/01/2012 • Sublimit $1M/$2M • SIR $25k
PF-44913 (09/14)	Schedule of Covered Locations Schedule Endorsement • See Endorsement
PF-48662 (01/17)	Specific Pollution Conditions Or Indoor Environmental Conditions Exclusionary Endorsement • See Endorsement
SL-44730b (04/23)	Service of Suit Endorsement - Florida
ALL-21101 (11/06)	Trade Or Economic Sanctions Endorsement
LD-5S23l (10/24)	Signatures
SL-24680 (10/09)	Florida Surplus Lines Notification
ALL-20887a (03/16)	Chubb Producer Compensation Practices & Policies
ALL-5X45 (11/96)	Questions About Your Insurance?
ILP 001 01 04	U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
PF-23728b (02/20)	Terrorism Risk Insurance Act Endorsement (if accepting TRIA)
TRIA11e (08/20)	Disclosure Pursuant To Terrorism Risk Insurance Act (if accepting TRIA)
TRIA24a (08/20)	Policyholder Disclosure Notice of Terrorism Insurance Coverage (if rejecting TRIA)

Pollution Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

ACE provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Basic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 34 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Premium Recapitulation

	Annual Premium	Check Option Accept	Reject
Pollution Liability	$33,414.00	☐	☐
Optional - Estimated Terrorism	$668.00	☐	☐

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

_____
(Signature)

_____
(Name & Title)

_____
(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/1/2025. After this date terms and conditions are subject to change by the underwriters.

2. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**

3. Not all coverages requested may be provided in this quotation.

4. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.

5. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.

6. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**

7. Quote is not bound until written orders to bind are received from the insured and the Company subsequently accepts the risk.

8. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.

9. Higher limits of liability may be available. Please consult with your agent.

10. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.

11. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

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

Guide to Bests Ratings		
Best Category	**Rating**	**Description**
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	**I**	Less than $1,000,000
	II	$1,000,000 - $2,000,000
	III	$2,000,000 - $5,000,000
	IV	$5,000,000 - $10,000,000
	V	$10,000,000 - $25,000,000
	VI	$25,000,000 - $50,000,000
	VII	$50,000,000 - $100,000,000
	VIII	$100,000,000 - $250,000,000
	IX	$250,000,000 - $500,000,000
	X	$500,000,000 - $750,000,000
	XI	$750,000,000 - $1,000,000,000
	XII	$1,000,000,000 - $1,250,000,000
	XIII	$1,250,000,000 - $1,500,000,000
	XIV	$1,500,000,000 - $2,000,000,000
	XV	Greater than $2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

At my direction, Risk Management Associates, Inc. has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. Additionally, I understand surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.

I further understand the policy forms, conditions, premiums and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

DeSoto County Board of County Commissioners
Named Insured

Signature of Insured's Authorized Representative — Date

Illinois Union Insurance Company
Name of Excess and Surplus Lines Carrier

Pollution Liability	PPL G71830299 005
Type of Insurance	Policy Number/Renewal of Policy Number
10/1/2025 – 10/1/2026	Florida
Effective/Expiration Date of Coverage	State

CHUBB®

PREMISES POLLUTION LIABILITY INSURANCE POLICY

Application

Instructions:

- Please type or print clearly.
- Answer **ALL** questions completely, leaving no blanks. If any question, or any part thereof, does not apply, print "N/A" in the space.
- Provide any supporting information on a separate sheet using the Applicant's letterhead and reference the applicable question number.
- Check Yes or No answers.
- This form must be completed, dated, and signed by an authorized representative of the Applicant.

Required Attachments, if available:

- Please provide copies of the Applicant's past two (2) years of audited financial statements and annual reports.
- Summary of Environmental Site Assessments/Remediation Reports (past, current, planned) (☐check here if not applicable)
- Tank Inventory Lists (☐check here if not applicable)
- Permit Schedule (☐check here if not applicable) (Air or water/wastewater/stormwater discharge permits, hazardous waste storage permits, on-site disposal permits, etc.)
- Federal, State, Local environmental regulator inspection reports (☐check here if not applicable)
- Copies of Notices of Violations for air or water/wastewater/stormwater discharge violations, solid or hazardous waste violations, etc. (☐check here if not applicable)

The coverage applied for is solely as stated in the policy and any endorsement thereto. This policy provides liability coverage on a CLAIMS-MADE AND REPORTED basis, which covers only claims first made against the insured during the policy period and reported to the insurer, in writing, during the policy period or within thirty days thereafter, unless an extended reporting period applies. This policy also provides first-party coverages on a DISCOVERED AND REPORTED basis, which covers only pollution conditions and indoor environmental conditions, as applicable, first discovered during the policy period and for which a first-party claim is reported to the insurer, in writing, during the policy period or within thirty days thereafter. Finally, this policy provides coverage for EMERGENCY RESPONSE COSTS that is limited by more specific reporting criteria and covers only EMERGENCY RESPONSE COSTS incurred, and reported to the insurer, in writing, within the specific timing requirements identified in this policy. LEGAL DEFENSE EXPENSES are subject to and SHALL ERODE the limits of liability and any applicable self-insured retention.

1. Name of Applicant: DeSoto County BOCC

Principal Contact: Latrinda Jones E-mail Address: l.jones@desotobocc.com

Principal Contact Regarding Environmental and Health & Safety Issues: Same

Mailing Address: 201 East Oak St.

Arcadia, FL 32466

Telephone #:863-993-4808 Fax #: 863-993-4708

URL: http:// www.desotobocc.com Date Established:

The Applicant is: ☐ Corporation ☐ Partnership ☐ Joint Venture ☐ LLC/LLP

x Other: County Government Entity

2. Please identify entities for which coverage is requested (subsidiary, predecessor, acquired, parent, affiliated, or merged entities): *(continue on a separate sheet, if necessary)*

Name of Entity	Date of Formation or Transaction

3. Details of covered locations: *(continue on a separate sheet, if necessary, or provide a statement of values)*

Company Name	Address	Standard Industrial Classification Code (SIC)	Year Operations Began	Facility Size *acres or square feet*	Known Pre-Existing Contamination Present? (Yes or No)

a. If "Yes" is indicated above with respect to Known Pre-Existing Contamination Present, please provide details on a separate sheet. Include at a minimum:

- Copies of prior Environmental Site Assessment Reports;
- Past, current, planned sampling/remediation activities, including results/reports, if applicable; etc.

4. If applicable, please identify contracting services performed by or on behalf of the Applicant beyond the boundaries of the proposed covered location(s) and provide the estimated sales/revenues associated with such activities for the current fiscal year: *(continue on a separate sheet, if necessary)*

Contracting Services or Off-Site Activities	Sales / Revenues	% of Services or Activities Sub-Contracted	Name of Sub-Contractor

5. Within the past five (5) years has the Applicant, any other party to be covered by the proposed insurance, or any foreign entity purchased this type of insurance coverage? x YES ☐ NO

a. *If "Yes" is indicated above, please provide detailed information regarding any such coverage and all available loss information as an attachment to this application.*

6. Within the past five (5) years have any claims been made or legal actions (including any regulatory proceedings) brought against, or notices of violation or intent to sue been issued to, the Applicant, any other party to be covered by the proposed insurance, or any foreign entity with respect to pollution conditions or indoor environmental conditions (such as mold, fungi, or *legionella pneumophila*) associated with any of the proposed covered locations? ☐ YES x NO

a. *If "Yes" is indicated above, please provide detailed information regarding any such claim, legal action, or notice with respect to any pollution condition or indoor environmental condition and all available loss information as an attachment to this application.*

7. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any pollution conditions or indoor environmental conditions (such as mold, fungi, or *legionella pneumophila*) associated with any of the proposed covered locations? ☐ YES x NO

a. *If "Yes" is indicated above, please provide detailed information regarding any such pollution condition or indoor environmental condition and all available loss information as an attachment to this application.*

8. Within the past five (5) years have any claims been made or legal actions (including any regulatory proceedings) brought against, or notices of violation or intent to sue been issued to, the Applicant, any other party to be covered by the proposed insurance, or any foreign entity for exposure to lead-based paint, asbestos, or asbestos-containing materials? ☐ YES x NO

a. *If "Yes" is indicated above, please provide detailed information regarding any such claim, legal action, or notice and all available loss information as an attachment to this application.*

9. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of lead-based paint or asbestos-containing material in any structures situated at any of the proposed covered locations? ☐ YES x NO

a. *If "Yes" is indicated above, please provide a copy of the insured's lead-based paint or asbestos management plan(s) as an attachment to this application.*

10. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any notices of violation for the discharge of air, stormwater, wastewater, or other environmental media, or the handling of waste, issued by Federal, State, or local regulatory agencies with respect to any of the proposed covered locations? ☐ YES x NO

a. *If "Yes" is indicated above, please provide detailed information regarding any such notices of violation as an attachment to this application.*

11. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of injury to people or damage to property during the last five (5) years on or at any of the proposed covered locations, or in connection with any projects on or for which the Applicant, any other party to be covered by the proposed insurance, or any foreign entity has performed proposed covered operations?

☐ YES x NO

a. *If "Yes" is indicated above, please provide detailed information regarding any such injury to people or damage to property and all available loss information as an attachment to this application.*

12. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of flooding on or at any of the proposed covered locations, or water leaks or other water intrusion into any structures situated at any of the proposed covered locations, during the past 5 years? ☐ YES x NO

a. *If "Yes" is indicated above, please provide a description of the flooding event or details of the water leaks or water intrusion and the steps taken to mitigate such events.*

13. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have a water intrusion management plan for any of the proposed covered locations? ☐ YES x NO

a. *If "Yes" is indicated above, please provide a copy of the insured's water intrusion management plan(s).*

14. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any claims made or pollution conditions in existence during the last five (5) years resulting from the transportation of the Applicant's, any other party to be covered by the proposed insurance, or any foreign entity's waste, materials, goods, or products or such waste, materials, goods, or products in its care, custody, or control? ☐ YES x NO

a. *If "Yes" is indicated above, please provide detailed information regarding any such claim(s) and/or pollution condition(s) as an attachment to this application.*

15. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any claims made with respect to pollution conditions on, at, under, or migrating from any disposal, recycling, or beneficial reuse sites to which the Applicant's, any other party to be covered by the proposed insurance, or any foreign entity's waste, recycled materials, or beneficial reuse materials, are currently being, or have historically been, taken for recycling, disposal or beneficial reuse? ☐ YES x NO

a. *If "Yes" is indicated above, please provide detailed information regarding any such claim(s) as an attachment to this application.*

16. At the time of signing this application, is the Applicant, any other party to be covered by the proposed insurance, or any foreign entity aware of any circumstances that may reasonably be expected to give rise to a claim against the Applicant, any other party to be covered by the proposed insurance, or any foreign entity related to pollution conditions or indoor environmental conditions (such as mold, fungi, or *legionella pneumophila*)? ☐ YES x NO

a. *If "Yes" is indicated above, please provide detailed information regarding any such claim(s) as an attachment to this application.*

****IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE UNLESS OTHERWISE AFFIRMATIVELY STATED IN THE POLICY.***

Supplemental Information for Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

Note:

PFASs include, but are not limited to, perfluorinated carboxylic acids and carboxylates (PFCAs), perfluorosoulfonic acids and sulfonates (PFSAs), perfluoroalkane sulfonamides (PFASAs), fluorotelomer substances, perfluoroalkane sulfonamide substances, perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorobutane sulfonic acid (PFBS), and hexafluoropropylene oxide dimer acid (HFPO-DA or GenX).

PFASs include the products or chemicals, themselves, as well as all of their associated salts, ionic states, and acid forms of molecules, along with their precursor products or chemicals, related replacement products or chemicals, and any daughter or degradation byproducts thereof or additives thereto.

17. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) being manufactured, stored, or used at any location for which you are seeking coverage, including but not limited to any related chemicals or products, any chemicals that replaced PFAS, or any products that may have contained PFAS?

☐ YES x NO

a. *If "Yes" is indicated above, please identify the products and amounts manufactured, stored, or used at each location as an attachment to this application.*

18. Does the applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any inquiries from Federal, State, or local agencies regarding the use of PFAS at any location for which you are seeking coverage? ☐ YES x NO

a. *If "Yes" is indicated above, please identify the nature of the inquiry(ies) and provide any responses provided as an attachment to this application.*

19. Does the applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any actual, potential, or proposed/threatened legal actions from any regulatory agencies or any other third parties regarding PFAS at any location for which you are seeking coverage? ☐ YES x NO

a. *If "Yes" is indicated above, please provide details of the actual, potential, or proposed/threatened legal action(s) as an attachment to this application.*

20. Does the applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any firefighting suppression system that uses, or has at any time used, Aqueous Film-Forming Foam (AFFF), or any similar substance that contains PFAS, at any location for which you are seeking coverage? ☐ YES x NO

a. *If "Yes" is indicated above, please identify the locations where AFFF or a similar substance is or has been used, the date(s) of such use, and the volume/quantity and chemical composition of AFFF or similar substance(s) stored or used on site as an attachment to this application.*

b. *If "Yes" is indicated above, does or at any time did the firefighting system require periodic maintenance or testing which discharged/discharges AFFF or any similar substance at any location for which you are seeking coverage?* ☐ YES x NO

1. *If "Yes" is indicated above, please identify the location(s) where AFFF or a similar substance is/was discharged, and the date(s) and volume of such discharge(s), as an attachment to this application.*

21. Does the applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any fires occurring at any time at any location for which you are seeking coverage?

☐ YES x NO

a. *If "Yes" is indicated above, was AFFF or a similar substance used to extinguish the fire?* ☐ *YES* ☐ *NO*

1. *If "Yes" is indicated above, please identify the location(s) where AFFF or a similar substance was used, and the date(s) when such substance was used, as an attachment to this application.*

22. Does the applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any accidental discharges of AFFF or similar substances at any location for which you are seeking coverage? ☐ YES x NO

a. *If "Yes" is indicated above, please identify the location(s) where the discharge(s) took place and the date(s) and volume of such discharge(s) as an attachment to this application.*

****IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE UNLESS OTHERWISE AFFIRMATIVELY STATED IN THE POLICY.***

Supplemental Information for Ethylene Oxide (EtO)

23. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of Ethylene Oxide (EtO) currently or historically being manufactured, stored, or used at any location for which you are seeking coverage? ☐ YES x NO

a. *If "Yes" is indicated above, please identify the location(s) of such manufacture, storage, or use, the products and amounts manufactured, stored, or used at each location, and the approximate dates of such manufacture, storage, or use as an attachment to this application.*

24. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of Ethylene Oxide (EtO) currently or historically being used as an intermediate for the manufacture of other products at any location for which you are seeking coverage? ☐ YES x NO

a. *If "Yes" is indicated above, please identify the location(s) of such use, the products and amounts stored or used at each location, and the approximate dates of such storage or use as an attachment to this application.*

25. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of Ethylene Oxide (EtO) currently or historically being used for the sterilization of medical devices, hospital equipment, food, cosmetics, or other materials or products at any location for which you are seeking coverage? ☐ YES x NO

a. *If "Yes" is indicated above, please identify the location(s) where sterilization occurred or occurs, the products and amounts stored or used at each location, and the approximate dates of such storage or use as an attachment to this application.*

26. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any actual, potential, or proposed/threatened legal actions from any regulatory agencies or any other third parties regarding EtO at any location for which you are seeking coverage? ☐ YES x NO

a. *If "Yes" is indicated above, please provide details of the actual, potential, or proposed/threatened legal action as an attachment to this application.*

****IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE UNLESS OTHERWISE AFFIRMATIVELY STATED IN THE POLICY.***

Supplemental Information for Storage Tanks

If you are not seeking coverage for pollution conditions emanating from storage tanks, please confirm that the items below are not applicable by checking here: ☐

27. Are all of the storage tanks to be covered pursuant to this insurance (hereinafter Storage Tanks) compliant with all applicable federal, state, and local laws and regulations? x YES ☐ NO

a. *If "No" is indicated above", please provide a written explanation of outstanding compliance issues as an attachment to this application.*

28. Have any storage tanks been removed or closed-in-place on or at any proposed covered location?

☐ YES x NO

a. *If "Yes" is indicated above, please provide detailed information identifying such storage tanks and identify the locations where and dates when they were removed or closed-in-place. Please also provide any closure reports for such tanks as an attachment to this application.*

29. Will any of the Storage Tanks be removed, closed-in-place, or upgraded during the proposed policy term?

☐ YES x NO

a. *If "Yes" is indicated above, please provide detailed information identifying the specific storage tanks and identify the locations where and dates when they will be removed, closed-in-place, or upgraded as an attachment to this application.*

Supplemental Information for Landfills

30. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity own or operate any open or closed landfills at any location for which you are seeking coverage? x YES ☐ NO

a. *If "Yes" is indicated above, please identify the landfill name, landfill type, and wastes currently and historically accepted at each landfill as an attachment to this application.*

31. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any actual, potential, or proposed/threatened legal actions from any regulatory agencies or any other third parties regarding pollution conditions on, at, under, or migrating from any open or closed landfill at any location for which you are seeking coverage? ☐ YES x NO

a. *If "Yes" is indicated above, please provide details of the actual, potential, or proposed/threatened legal action as an attachment to this application.*

****IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE***

EXCLUDED FROM THE PROPOSED INSURANCE UNLESS OTHERWISE AFFIRMATIVELY STATED IN THE POLICY.

Supplemental Information for Development/Redevelopment

32. Is any proposed covered location currently undergoing development or redevelopment including, but not limited to, the addition of any structures, or the renovation, improvement, or demolishing of any existing structures? ☐ YES ☐ NO

a. *If "Yes" is indicated above, please identify the location and development/redevelopment plans as an attachment to this application.*

33. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have plans to develop or redevelop any proposed covered location, including, but not limited to, by adding any additional structures, or renovating, improving, or demolishing any existing structures? ☐ YES ☐ NO

a. *If "Yes" is indicated above, please identify the location and development/redevelopment plans as an attachment to this application.*

BY SIGNING THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT(S) OF THE APPLICANT WARRANTS TO THE INSURER THAT THE APPLICANT AND THE OTHER PARTIES TO THIS INSURANCE, ALONG WITH ANY FOREIGN ENTITIES, WILL STRICTLY FOLLOW ANY WATER INTRUSION, MOLD-RELATED, FUNGI-RELATED OR LEGIONELLA PNEUMOPHILA-RELATED OPERATION AND MAINTENANCE PROCEDURES OR PROTOCOLS, INCLUDING ANY WATER INTRUSION, MOLD-RELATED, FUNGI-RELATED OR LEGIONELLA PNEUMOPHILA - RELATED DUE DILIGENCE PROCEDURES OR PROTOCOLS FOR THE ACQUISITION, LEASE OPERATION, MANAGEMENT OR MAINTENANCE OF ANY PROPERTIES, WHICH WERE PROVIDED TO THE INSURER PRIOR TO THE INCEPTION OF ANY COVERAGE APPLIED FOR HEREIN. THE APPLICANT ACKNOWLEDGES THAT THE INSURER'S AGREEMENT TO PROVIDE MOLD, FUNGI AND/OR LEGIONELLA PNEUMOPHILA COVERAGE AS PART OF THE COVERAGE APPLIED FOR PURSUANT TO THIS APPLICATION IS PREDICATED UPON THE APPLICANT'S AGREEMENT TO PROVIDE THIS WARRANTY.

BY SIGNING THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT(S) OF THE APPLICANT WARRANTS TO THE INSURER THAT THE APPLICANT AND THE OTHER PARTIES TO THIS INSURANCE, ALONG WITH ANY FOREIGN ENTITIES, WILL STRICTLY FOLLOW ANY LEAD-BASED PAINT OR ASBESTOS OPERATION AND MAINTENANCE PROCEDURES OR PROTOCOLS, WHICH WERE PROVIDED TO THE INSURER PRIOR TO THE INCEPTION OF ANY SUCH COVERAGE APPLIED FOR HEREIN. THE APPLICANT ACKNOWLEDGES THAT THE INSURER'S AGREEMENT TO PROVIDE LEAD-BASED PAINT AND/OR ASBESTOS COVERAGE AS PART OF THE COVERAGE APPLIED FOR PURSUANT TO THIS APPLICATION IS PREDICATED UPON THE APPLICANT'S AGREEMENT TO PROVIDE THIS WARRANTY.

BY SIGNING THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT(S) OF THE APPLICANT WARRANTS TO THE INSURER THAT, TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, ALL STATEMENTS MADE IN THIS APPLICATION, INCLUDING ANY ATTACHMENTS THERETO, ABOUT THE APPLICANT AND ITS OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED IN THIS APPLICATION OR CONCEALED. COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE INSURER'S QUOTATION IS REQUIRED BEFORE THE APPLICANT MAY BE BOUND AND A POLICY ISSUED.

THE INFORMATION REQUESTED IN THIS APPLICATION IS FOR UNDERWRITING PURPOSES ONLY AND DOES NOT CONSTITUTE NOTICE TO THE INSURER UNDER ANY POLICY OF A CLAIM, FIRST-PARTY CLAIM OR POTENTIAL CLAIM.

THIS APPLICATION MUST BE SIGNED BY THE RISK MANAGER OR A SENIOR OFFICER OF THE APPLICANT, ACTING AS THE AUTHORIZED REPRESENTATIVE OF THE PERSON(S) OR ENTITY(IES) PROPOSED FOR THIS INSURANCE.

NOTICE TO COMMERCIAL INSURANCE APPLICANTS

This Notice to Commercial Insurance Applicants – State Fraud Warnings provides you with information concerning various state fraud warnings and statements. Where fraud warnings are required as part of the insurance application, this notice forms a part of your application for Commercial Insurance.

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO ARKANSAS, LOUISIANA, RHODE ISLAND and WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO CALIFORNIA APPLICANTS: For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the Applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly and willfully presents a false or fraudulent claim for payment for a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MINNESOTA APPLICANTS: A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation.

NOTICE TO OHIO APPLICANTS: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON APPLICANTS: Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: 1) by submitting an application, or 2) by filing a claim containing a false statement as to any material fact may be violating state law.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO TENNESSEE, VIRGINIA and WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO APPLICANTS IN STATES NOT LISTED ABOVE: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

Signature of Authorized Applicant	Signature of Broker/Agent
Print Name	Print Name
Title	Date
Date	Signed by Licensed Resident Agent *(Where Required By Law)*

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Acceptance or Rejection of Terrorism Insurance Coverage

If you choose to purchase Terrorism Insurance Coverage, the portion of your premium that is attributable to coverage for acts of terrorism is $668.

If you choose to reject Terrorism Insurance Coverage, you or your authorized representative may do so by signing and returning this notice where indicated below or otherwise notifying us prior to the inception or renewal date of the policy. Failure to do so prior to such date will be deemed purchase of Terrorism Insurance Coverage.

By Signing below, Terrorism Insurance Coverage is rejected.

_____
Policyholder/Applicant/Authorized Representative's Signature

_____
Print Name

_____
Date

Illinois Union Insurance Company
Insurance Company

G71830299 006
Policy Number

DeSoto County

10/28/2025

Item #: 10.

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

DEPARTMENT: Purchasing
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Cindy Talamantez**

TITLE & DESCRIPTION:
Land Lease Renewal / Shelfer Farms, LLC

REQUESTED MOTION:
Approve the five-year renewal of the Land Lease Agreement with Shelfer Farms, LLC.

SUMMARY:
Renewal of the existing agricultural land lease for approximately 114 acres located adjacent to the DeSoto County Wastewater Treatment Plant at 7728 S.E. Highway 31, Arcadia, Florida. The lease provides continued agricultural use of County-owned property, ensures ongoing site maintenance, and generates annual revenue for the County.

BACKGROUND:
The original Land Lease Agreement with Shelfer Farms, LLC was executed on December 15, 2020, for a five-year term with an option to renew for one additional five-year period upon mutual agreement of both parties. Since execution, the property has remained in active agricultural use under the same tenant, providing consistent upkeep of the site and a steady source of revenue. The County and Shelfer Farms, LLC have agreed to exercise the renewal option, allowing the lease to continue seamlessly from the end of the current term for an additional five (5) years, under the same terms and conditions as the original Agreement.

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item: **Revenue Generating**
Account Number: **N/A**
Explanation: **Lease provides $50.00 per acre for approximately 114 acres, totaling $5,700.00 per year in revenue to the County.**

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS
LAND LEASE AGREEMENT AMENDMENT
BID NO. 21-04-00ITB

THIS AGREEMENT AMENDMENT is made this ___ day of _____, 2025, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 East Oak Street, Suite 203, Arcadia, Florida 34266; and **SHELFER FARMS, LLC**, a Florida Limited Liability Company, hereinafter referred to as ("LESSEE"), whose address is 4135 S.E. Highway 31, Arcadia, Florida 34266.

WHEREAS, an Agreement was entered into on the 15th day of December, 2020, between COUNTY and LESSEE for the lease of approximately One Hundred Fourteen (114) acres of agricultural land located at 7728 S.E. Highway 31, Arcadia, Florida, directly adjacent to the DeSoto County Wastewater Treatment Plant property; and

WHEREAS, the original Agreement provided for a term of five (5) years from the date of execution with an option to renew for one (1) additional five (5) year term upon mutual agreement of both parties; and

WHEREAS, the COUNTY and LESSEE desire to exercise said renewal option and extend the Agreement for an additional five (5) year term under the same terms, conditions, and requirements as stated in the original Agreement, unless otherwise modified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the Land Lease Agreement as follows:

SECTION 1. INCORPORATION BY REFERENCE. The foregoing “WHEREAS” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct.

SECTION 2. TERM OF LEASE. The current Land Lease Agreement between the COUNTY and LESSEE shall continue for an additional five (5) years beginning immediately upon the expiration of the existing lease term and continuing without interruption for a period of five (5) years thereafter.

SECTION 3. LEASE PAYMENTS. Annual lease payments shall remain at the rate of **Fifty Dollars ($50.00) per acre** for approximately One Hundred Fourteen (114) acres, for a total annual amount of **Five Thousand Seven Hundred Dollars ($5,700.00)**, payable to the COUNTY on October 1st of each fiscal year during the renewal term.

SECTION 4. OTHER TERMS. All other provisions, terms, conditions, covenants, and responsibilities of the December 15, 2020 Land Lease Agreement shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the _____ of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy J. Hines
County Administrator

By: _____
J.C. Deriso
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

Date: _____

_____
Valerie Vicente
County Attorney

WITNESSES:

_____

_____

LESSEE

By: _____

Printed Name: _____

Title: _____

DeSoto County

10/28/2025

Item #: 11.

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

DEPARTMENT: Landfill
SUBMITTED BY: **Cindy Talamanatez**
PRESENTED BY: **George A. Reinhart, III,PhD,PE of Jones Edmunds**

TITLE & DESCRIPTION:
Presentation of the 2025 Final Landfill Master plan

REQUESTED MOTION:
Accept the 2025 Landfill Master plan as presented.

SUMMARY:
Presentation of the 2025 Final Landfill Master plan

BACKGROUND:
. The DeSoto County Landfill Released an RFP For development of the Landfill Master plan to replace the 2009 master plan currently in place. Significant changes have been made since 2009 and future plans were not considered that are currently underway so an update was necessary. Jones Edmonds was awarded the contract and has completed the master plan. George Reinhart will be presenting an overview of the master plan. Staff is requesting acceptance of the master plan for use in operations, planning and budgeting of the DeSoto County landfill

FUNDS:
Budget Amount: **No Monetary request**
Actual Agenda Item Cost: **No Monetary request**
Account Number: **No Monetary request**
Explanation: **No Monetary request**

DeSoto County Landfill Master Plan Report

DeSoto COUNTY FL

JonesEdmunds

October 28, 2025

I. Evaluate Existing Zone 5 Remaining Disposal Capacity

II. Evaluate Future Site Development Options

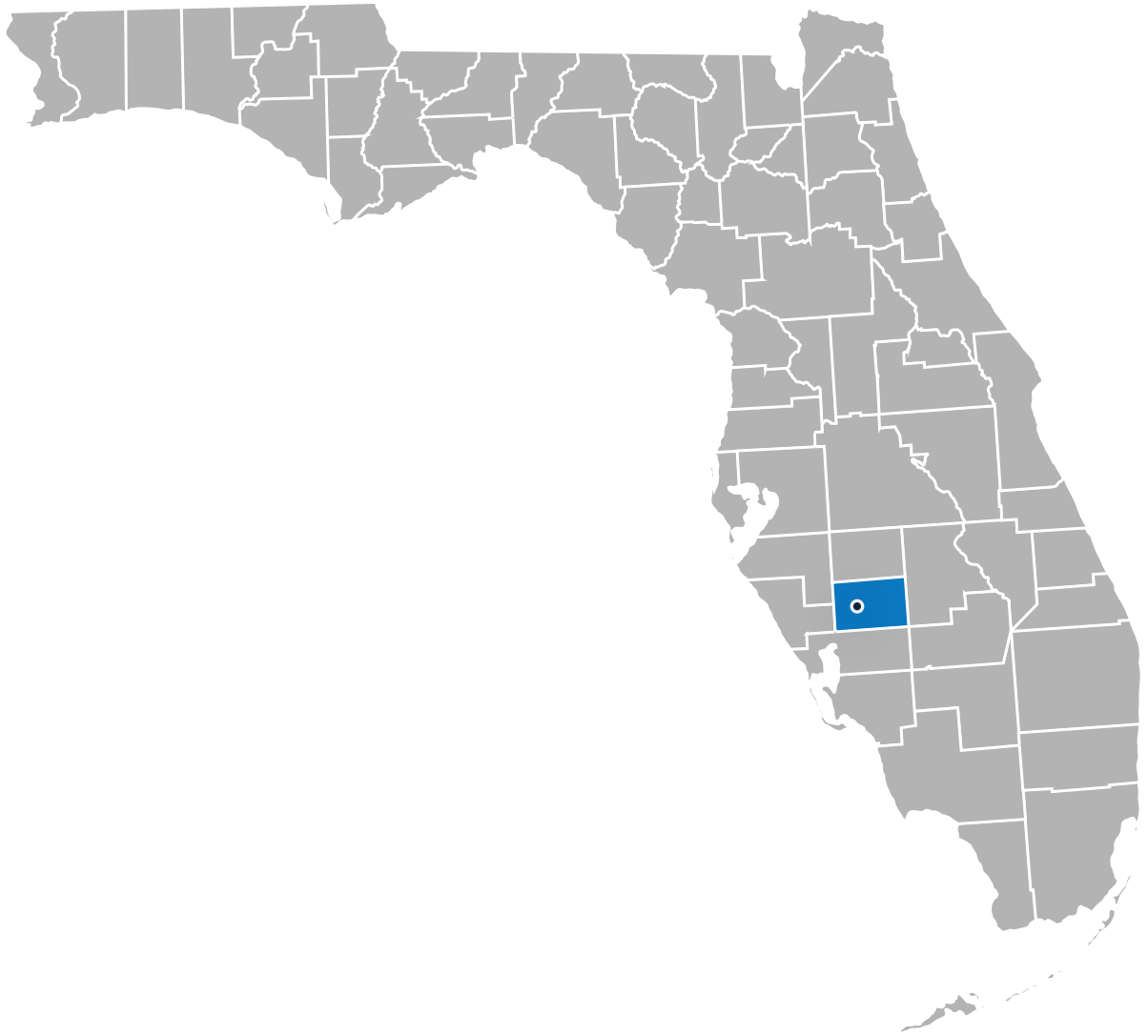
III. Develop Recommendations for Disposal Capacity Development

OBJECTIVES

DeSoto County Landfill Backrgound

- Only Class I Landfill in DeSoto County
- Waste First Accepted in **1981**
- 25,000 tons/yr in 2015
- 52,000 tons/yr in 2024

Accepts In-County and Out-of-County Waste



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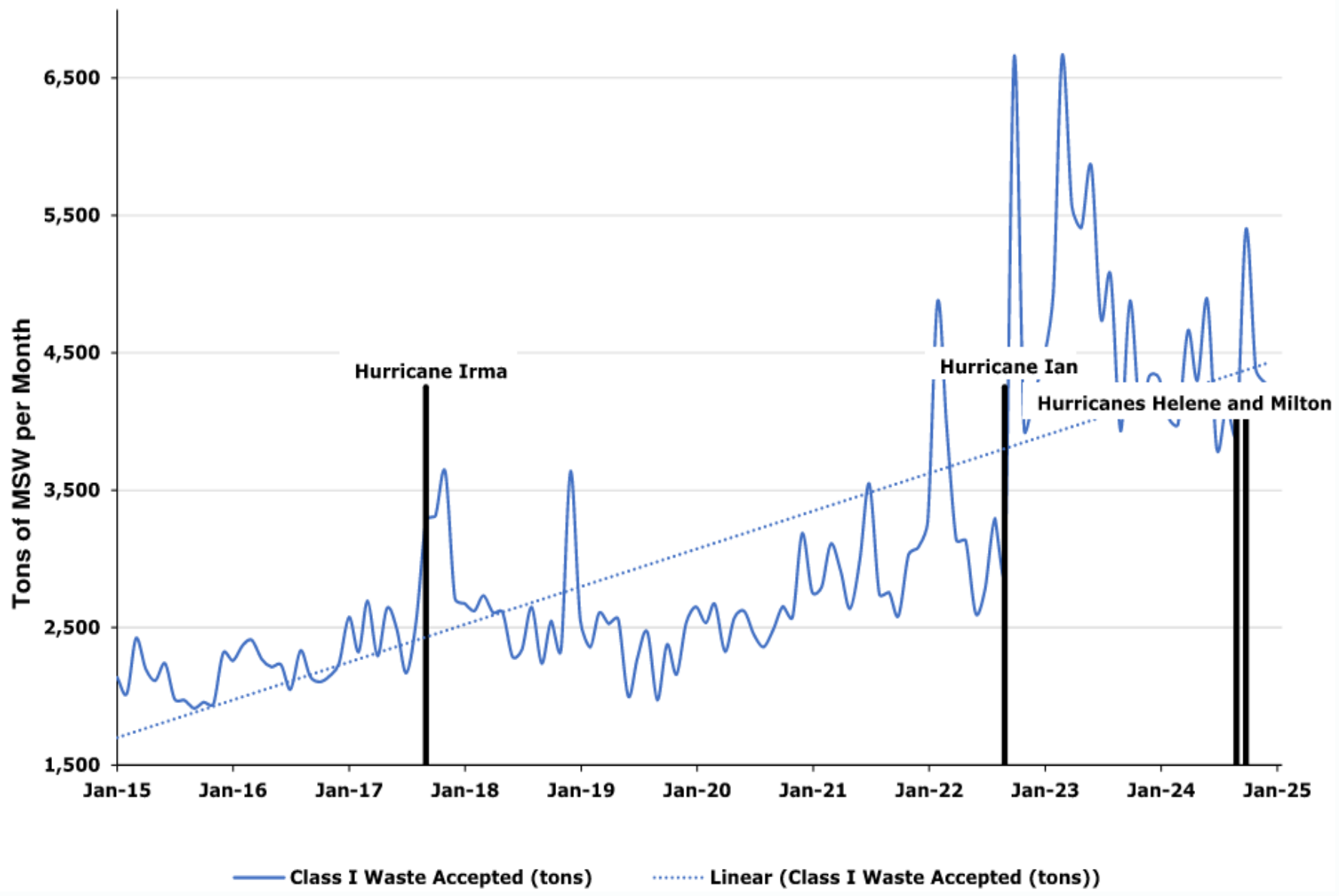
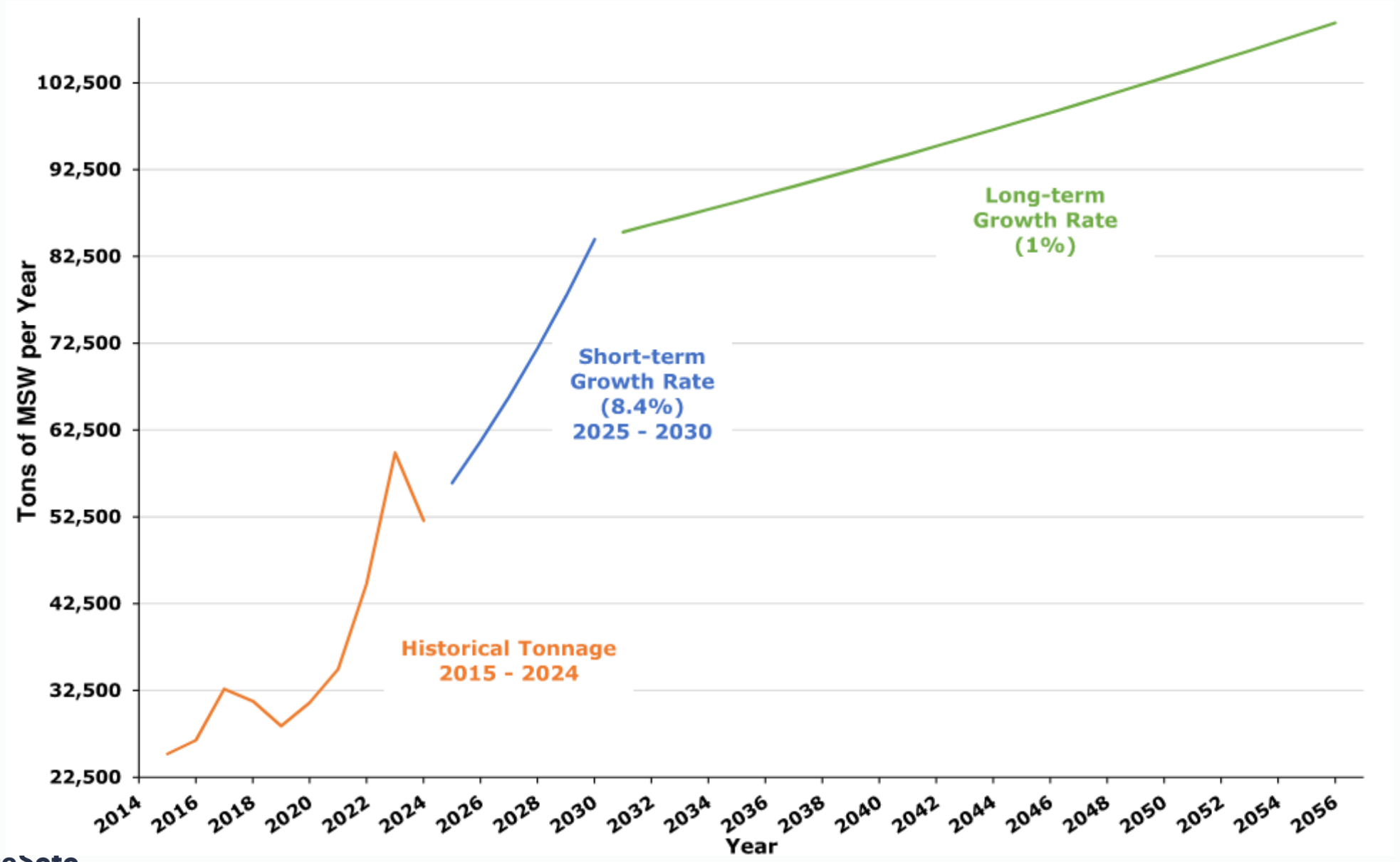
TONNAGE HISTORY - TOTAL



TONNAGE PROJECTIONS



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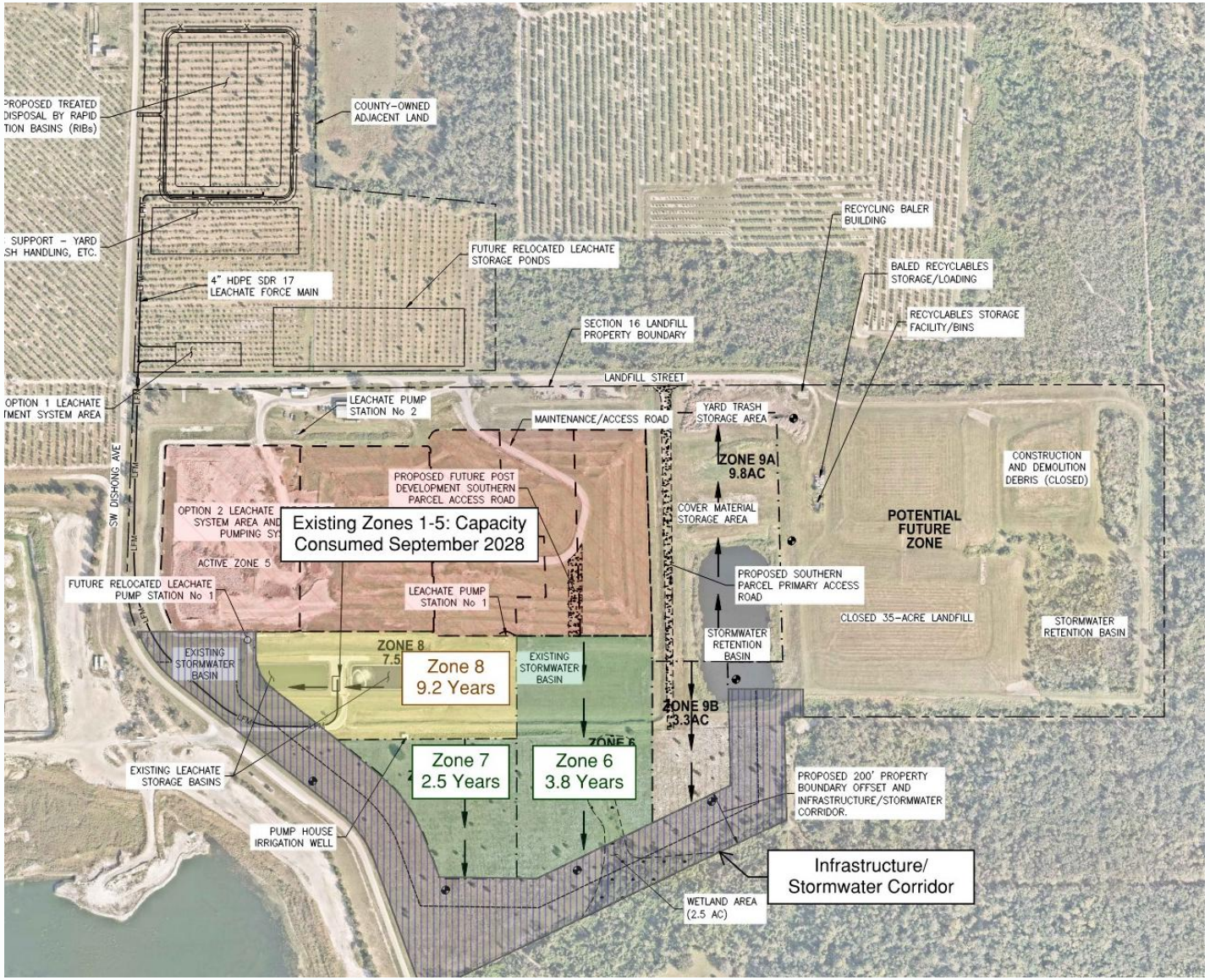
DeSoto County Landfill Site



- Existing Disposal Capacity is estimated to last through September 2028 (Zones 1-5)
- Master Plan Maximizes Disposal Capacity in the Southern Parcel
- Northen Parcel Being Developed for Leachate Treatment and Disposal Systems

DeSoto COUNTY FL

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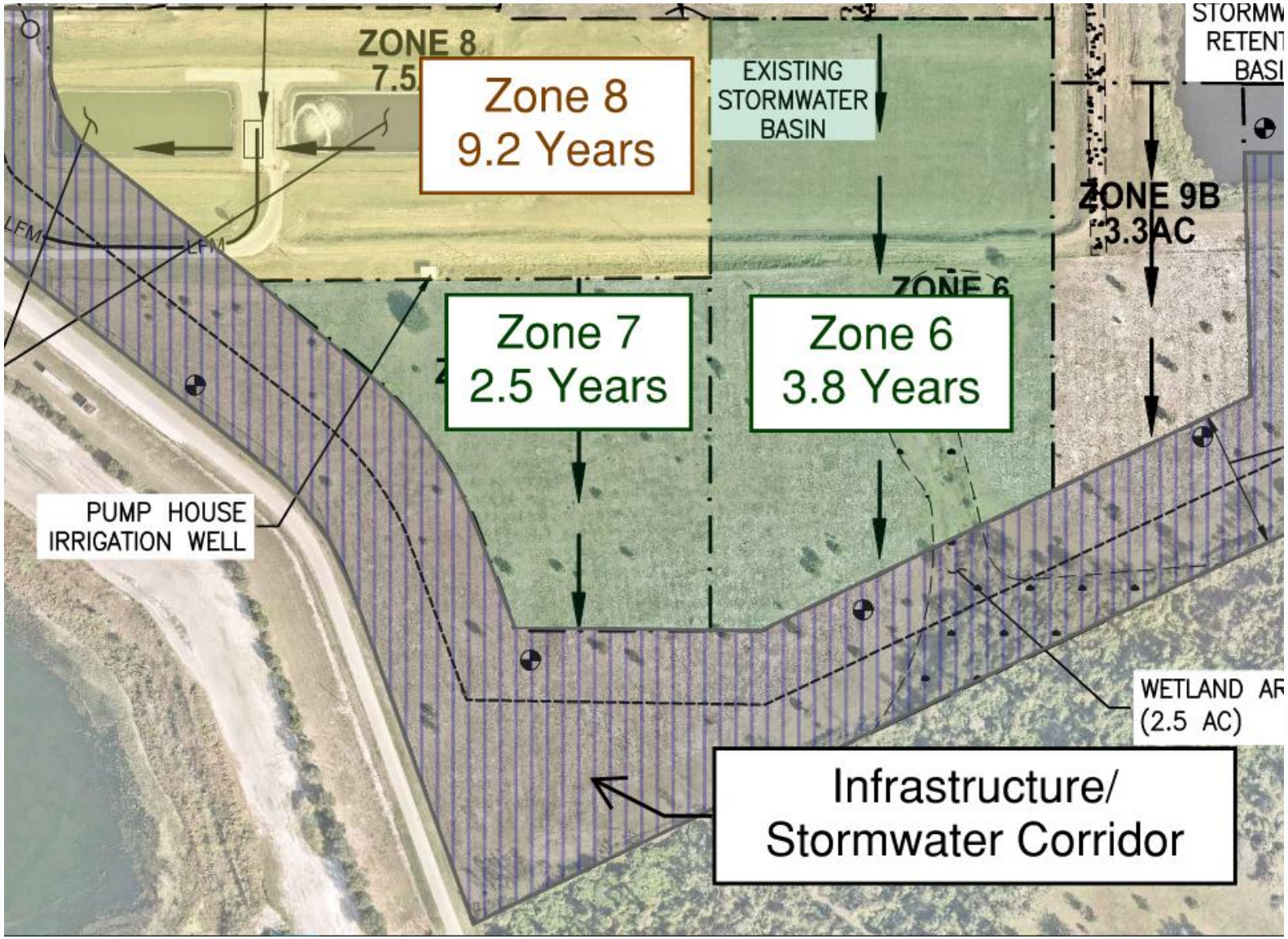
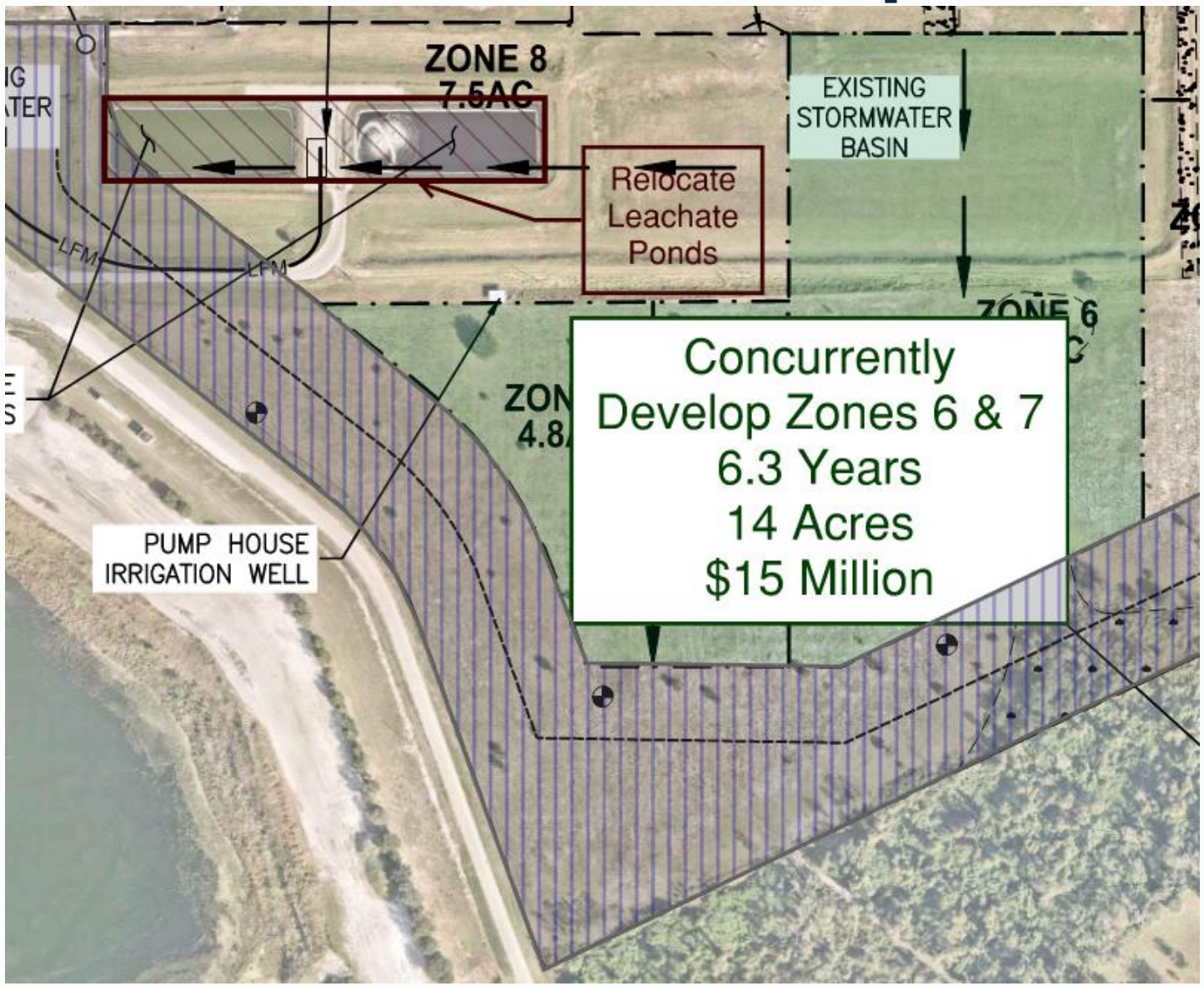
Southern Parcel Development Recommendations



- Zone 6 Best Current Available Option Followed By Zone 7
- Zone 8 Development Not Feasible Until Infrastructure Relocated
- Zone 8 Development in ~2032
- Followed by Zones 9A and 9B

Immediate Development Recommendations



- Concurrently Develop Zones 6 and 7
- Relocate Leachate Storage Ponds in Anticipation of Future Zone 8 Development
- 6.3 Years Disposal Capacity
- $15 Million Total Development Cost

Development Costs (2025 dollars)

Zone	Total Cost	Life
Zone 6 and 7	$15 million	6.3 years
Zone 8	$10 million	9.2 years
Zone 9A and 9B	$17 million	5.8 years

Schedule for Landfill Expansion

Item	Schedule	
	Total Days	Date
RFP for Landfill Expansion, BOCC issues NTP	120	29-Jan-26
Prepare Design and Submit Permit Applications	285	1-Sept-26
Finalize Construction Documents	410	4-Jan-27
Bidding Assistance/Contractor NTP	500	4-April-27
Construction Completion and FDEP Certification	920	28-May-28
Existing Disposal Capacity Consumed	1,100	Sept-2028

QUESTIONS

DeSoto COUNTY FL

JonesEdmunds

THANK YOU

October 28, 2025

DESOTO COUNTY SECTION 16 LANDFILL
MASTER PLAN REPORT

DeSoto County Landfill and Environmental Services Department | September 2025

DESOTO COUNTY SECTION 16 LANDFILL
MASTER PLAN REPORT

Prepared for:

DeSoto County Landfill and Environmental Services Department

3268 SW Dishong Avenue

Arcadia, Florida 34266

Prepared by:

Jones Edmunds & Associates, Inc.

13545 Progress Boulevard, Suite 100

Alachua, Florida 32615

Jones Edmunds Project No.: 04185-004-01

September 2025

TABLE OF CONTENTS

1 INTRODUCTION 1-1

2 LANDFILL SITE 2-1

2.1 Location 2-1

2.2 Site Development History 2-1

2.3 Relevant Regulations 2-2

3 PERMITTING AND SITE INVESTIGATION SUMMARY 3-1

3.1 Review of Site Historical Documents 3-1

3.1.1 Environmental Resource Permitting History 3-1

3.1.2 Solid waste Permitting History 3-1

3.1.3 Groundwater Monitoring 3-3

3.2 Review of Geotechnical and Survey Investigations 3-3

4 EXPANSION DESIGN CONSIDERATIONS 4-1

4.1 Population Trends 4-1

4.2 Waste Generation Growth 4-2

4.3 Hurricane-Related Waste Generation 4-2

5 LEACHATE 5-1

6 LANDFILL EXPANSION OPTIONS AND RECOMMENDATIONS 6-1

6.1 Next Landfill Cell Development and Recommendations 6-1

6.1.1 Capacity and Development Costs – Zones 6 Through 9B (Alternate #1) 6-2

6.1.2 Development Schedule – Zones 6 and 7 6-2

6.2 Landfill Expansion Alternatives 6-3

6.2.1 Expansion Alternative #1 6-4

6.2.2 Expansion Alternative #2 6-5

6.3 Engineer's Opinion of Probable Cost 6-6

6.3.1 Alternative #1 Cost Analysis 6-6

6.3.2 Alternative #2 Cost Analysis 6-7

6.4 Summary of Alternatives 6-7

7 SUMMARY AND RECOMMENDATIONS 7-1

7.1 Recommendation of Alternative Concept Plan 7-1

7.2 Recommendation to Increase Existing Landfill Life 7-1

7.3 Recommendation For Next Capacity Development 7-2

LIST OF TABLES

Table 2-1 Relevant Siting Restrictions 2-3
Table 3-1 DeSoto County Landfill Solid Waste Permitting History 1989–2025 3-2
Table 3-2 Results of USGS Soil Survey 3-5
Table 4-1 DeSoto County Population Projections 4-1
Table 6-1 Zones 6 and 7 Design, Permitting, and Construction Schedule 6-3
Table 6-2 Alternative #1 Capacity and Lifespan 6-5
Table 6-3 Alternative #2 Capacity and Lifespan 6-5
Table 6-4 Alternative #1 Cost Summary 6-6
Table 6-5 Alternative #2 Cost Summary 6-7
Table 6-6 Alternative #1 Summary 6-7
Table 6-7 Alternative #2 Summary 6-8
Table 6-8 Alternatives Comparison 6-8

LIST OF FIGURES

Figure 5-1 Leachate Generation Evaluation 5-1

APPENDICES

Appendix A Figures

Appendix B Population and Waste Tonnage Projections

Appendix C Engineer's Opinion of Probable Cost

EXECUTIVE SUMMARY

The DeSoto County Landfill and Environmental Services Department provides municipal solid waste management and disposal services for residential and commercial customers in DeSoto County, Florida. The DeSoto County Section 16 Landfill is owned and operated by the DeSoto County Board of County Commissioners. The currently permitted and constructed disposal zones are expected to reach capacity as early as September 2028, and the County seeks to have a Master Plan Report with recommendations for immediate development of the next zone (landfill cell) and alternative concept plans for future landfill buildout.

Jones Edmunds prepared this Master Plan Report to accomplish the following objectives:

- Provide recommendations for immediate zone development to allow for expansion of disposal capacity before September 2028.
- Develop concept plans for alternative landfill expansion scenarios. This examines the cost and capacity impacts of relocating existing site infrastructure for future zones versus not relocating it.

To accomplish this, this report:

- Summarizes historical data.
- Reviews site conditions.
- Projects future population growth.
- Estimates future waste disposal rates.
- Reviews regulatory constraints.
- Provides recommendations for future landfill expansion.

Two alternative concept plans were developed:

- Alternative #1 maximizes waste airspace available at the site but requires additional cost and complexity to demolish and reconstruct site infrastructure.
- Alternative #2 reduces the costs and challenges by allowing most of the site infrastructure to remain in place, although significantly less landfill airspace and lifespan are gained.

Regardless of which alternative is chosen, Jones Edmunds recommends the following to meet the worst-case projected consumption of airspace by September 2028:

- Begin the consultant selection process for design and permitting for Zones 6 and 7. As an added value component to this Master Plan Report, Jones Edmunds is preparing a 30% drawing set for the Zones 6 and 7 expansion. This will shorten the design and permitting process by approximately 1 month and allows for expediting the site geotechnical exploration recommendation below.
- Begin geotechnical site investigations as soon as possible (within the next 60 days) to shorten the design and permitting process by up to 2 months. This work can be accomplished as part of the development of this Master Plan Report by modifying the scope of services to cover this additional effort.

- Reduce or eliminate the acceptance of out-of-County waste. This is expected to increase the worst-case life expectancy by at least 3 months.
- During Zones 6 and 7 design and permitting, perform a technical evaluation to determine if a vertical expansion above the existing landfill Zones 1 through 5 is feasible. This approach could provide airspace for waste disposal operations at a relatively small cost as Zones 6 and 7 are constructed.

1 INTRODUCTION

This Master Plan Report was developed with DeSoto County stakeholders for the DeSoto County Section 16 Landfill. The Landfill is owned and operated by the DeSoto County Board of County Commissioners and is the only Class I landfill in DeSoto County. The County's goal is to identify the future landfill zone most suitable for immediate development that meets the County's time constraints and allows for efficient use of the south parcel. Additionally, this report identifies two full build-out alternatives for the south parcel that focus on maximizing the south parcel capacity or minimizing modification and relocation of existing site infrastructure.

The recommendations are based on an assessment of existing facility conditions, review of historical site investigations, population and waste projections, analysis of leachate generation, and concept plans for future landfill expansion. Generally, the landfill cells in the south parcel have been arranged to maximize the disposal capacity by locating all site infrastructure and stormwater management areas at the perimeter of the expansion area or elsewhere on site. However, this report does not provide a comprehensive assessment of site conditions. It does, however, generally evaluate the suitability of the proposed expansion area. Our review of the available site information does not indicate any conditions that would prevent the continued development of the site. A 30% drawing set for the Zone 6 and Zone 7 expansion will be provided following the finalization of this Master Plan Report.

Zone 5 is the current active zone at the site. Construction of Zone 5 was completed in October 2019, and the zone began operating soon after the Florida Department of Environmental Protection (FDEP) construction certification was obtained. Initial estimates of the Zone 5 lifespan performed by SCS Engineers during Zone 5 permitting indicated a lifespan through 2032. However, because of increases in the County's population, waste disposal rates, and impacts from severe weather events such as hurricanes, the projected lifespan has been decreased and now the existing disposal capacity may be exhausted as soon as September 2028 in a worst-case scenario. This emphasizes the importance of evaluating the alternative development plans for the south parcel and identifying the best approach for locating and developing Zones 6 and 7.

During Zone 4 construction, the disposal capacity at the site was consumed before construction was completed, and transfer of waste out of County for disposal was required at significant expense to the County. To avoid repeating that scenario, this evaluation examines construction costs and disposal capacity for potential landfill cells in the south parcel and the permitting, design, and construction complexity of the options to provide the construction and certification of the next landfill cell before the estimated exhaustion of the Zone 5 disposal capacity in 2028.

In addition to the current landfill disposal and operations area, the County also owns land parcels south and north of the facility. The south and north parcels were acquired by the County for developing future landfill operations and disposal. The south parcel is adjacent to the existing landfill cells and presents fewer engineering challenges for developing and maximizing the disposal capacity in this area as described later in this report.

The north parcel presents additional engineering and infrastructure challenges such as existing infrastructure along its south boundary (pump stations, scale house/administration

building, site access roads) and is partially slated for development of leachate management at the site. For these reasons, this report focuses on the south parcel, which will provide the most immediate disposal area with less disruption to on-site operations.

2 LANDFILL SITE

2.1 LOCATION

The DeSoto County Landfill is at 3268 SW Dishong Avenue, Arcadia, Florida 34266, and has been operating since 1981. This property is approximately 158 acres, including the County-owned undeveloped parcels to the south and north. The neighboring properties are owned by land developers or individual residents and have been used for agriculture or mining. Most of the surrounding property is minimally developed or undeveloped. The ground surface of the site is generally between 45 and 50 feet National Geodetic Vertical Datum of 1929 (NGVD29). The seasonal high groundwater table is approximately 40 to 44 feet NGVD29 in the vicinity of the active Class I landfill, although it is lower on the east side of the property. Groundwater flows generally to the southeast across the site; the Peace River is approximately 0.7 mile east of the edge of the property.

2.2 SITE DEVELOPMENT HISTORY

The site includes an active lined Class I landfill, closed unlined landfill cells, a yard waste processing area, stormwater retention basins, lined leachate ponds, a scale house, an administration building, and other ancillary facilities. The landfill is operating under Permit No. 0042079-011-SO/01, issued by FDEP on June 6, 2013, and modified by Permit Modification No. 0042079-015-SO-MM. The permit will expire on June 6, 2033.

The closed unlined landfill cells are on the east portion of the property. Although developing this area is feasible and Jones Edmunds has assisted other clients with similar projects, these cells are not included in the report because the County does not currently plan to pursue these options.

The active Class I landfill includes Zones 1 through 5 totaling approximately 28 acres. Figure 1 in Appendix A presents a Facility Site Plan showing the existing infrastructure. Figure 2 shows the existing site conditions based on a recent topographic survey.

- Zone 1—This landfill cell is single-lined and covers approximately 4.5 acres. Zones 1, 2, and 3 share a common leachate lift station, Leachate Pump Station No. 1, south of these zones. This infrastructure presents complications for a future expansion to the south. Although the infrastructure can be relocated, the design, permitting, and construction of the relocated infrastructure could present challenges and slow the development of the next landfill cell. Due to the time constraints for developing the next disposal area, avoiding relocating this infrastructure is recommended. This area has reached its maximum disposal elevation, and a closure system has been permitted and constructed. This zone is no longer available for waste disposal operations except those that will occur during a future landfill expansion to the south in the south parcel.

- Zone 2—This landfill cell is double-lined and covers approximately 3.8 acres. As previously discussed, Zones 1, 2, and 3 share a common leachate lift station south of these zones, and relocating the infrastructure could present complications. Due to time constraints for developing the next disposal area, avoiding relocating this infrastructure is recommended. This area has reached its maximum disposal elevation, and a closure system has been permitted and constructed. This zone is no longer available for waste

disposal operations except those that will occur during a future landfill expansion to the south in the south parcel.

- Zone 3—This landfill cell is double-lined and covers approximately 5.2 acres. As previously discussed, Zones 1, 2, and 3 share a common leachate lift station south of these zones, and relocating the infrastructure could present complications. This area has reached its maximum disposal elevation. Approximately 3.6 acres of the 5.2 acres have been closed. The remaining 1.6 acres are active for waste filling and available for filling on the south slope when a future landfill expansion is constructed to the south.

- Zone 4—This landfill cell is double-lined and covers approximately 7.3 acres. The pump station for Zone 4 is on the north side of Zone 4, directly south of the scale house and administration building. Leachate storage ponds are south of this zone. Minimal complications are expected while relocating these storage ponds; however, relocating the ponds would probably increase the construction time of the new landfill cell by approximately 9 months because they would have to be constructed and brought online before construction of the new landfill cell begins. For this reason, developing the new landfill cell directly south of Zone 4 is not recommended. This area has not reached its maximum disposal elevation and is available for continued waste disposal operations.

- Zone 5—This active landfill cell is double-lined and covers approximately 7.5 acres. The leachate pump station for this cell is on the west side. This cell is near the west property boundary; therefore, constructing a landfill expansion west of Zone 5 is unlikely. As previously mentioned, the capacity of Zone 5 is expected to be consumed during 2028 in a worst-case scenario.

2.3 Relevant Regulations

Landfill expansions are subject to Rule 62-701, Florida Administrative Code (FAC). This rule includes siting criteria that must be met to build a new landfill or expand an existing landfill (Rule 62-701.300(2), FAC). Table 2-1 summarizes the relevant prohibitions on landfill siting and how these prohibitions are addressed during the design and planning process. All potential zones within the south parcel meet the requirements of the regulatory siting restrictions.

Table 2-1 Relevant Siting Restrictions

Solid Waste May Not Be Stored or Disposed Of…	How the Design Process Accounts for This Restriction
In an area where geological formations or other subsurface features will not provide support for the solid waste.	New or historical geotechnical evaluations are reviewed by a professional geologist or engineer. An engineer familiar with geotechnical design considerations provides an analysis. Figure 3 provides a vicinity geological map. A review of historical geotechnical and geological data does not indicate any complications with continued development of waste disposal capacity at the site.
Within 500 feet of an existing or approved potable water well unless storage or disposal takes place at a facility for which a complete permit application was filed or which was originally permitted before the potable water well was in existence.	A geographic information system (GIS) evaluation is performed to collect well data in the vicinity of the proposed landfill expansion. Figure 4 shows wells in the vicinity of the landfill. Two of the wells may be listed as potable in error: ▪ Domestic Supply Well (507350-1): This well supplies non-potable water to the scale house and surrounding facilities. ▪ Public Supply Well (594650–4): Discussions with landfill personnel indicate that this well is only used for non-potable applications.
In a dewatered pit unless the pit is lined and permanent leachate containment and special design techniques are used to ensure the integrity of the liner.	The initial cell layout evaluation avoids dewatered pits unless the geotechnical evaluation demonstrates that it is feasible and reasonable design techniques can be used to protect the liner. All zones proposed within the south parcel and east of the existing lined cells can meet this requirement.
In any natural or artificial body of water including ground water and wetlands within the jurisdiction of the Department.	The permit application for a landfill expansion includes evaluating site wetlands and water bodies to demonstrate compliance with this rule. All zones proposed within the south parcel and east of the existing lined cells can meet this requirement. Zone 6 will impact existing wetlands. However, proper mitigation during the environmental resource permitting process enables this zone to satisfy this requirement. Figure 5 shows wetlands in the vicinity of the landfill, and Figure 6 indicates the 100-year flood area. These figures indicate wetlands in or near the leachate storage basins; this is an error in the wetland database that can be addressed during permitting.

Solid Waste May Not Be Stored or Disposed Of…	How the Design Process Accounts for This Restriction
Within 200 feet of any natural or artificial body of water unless storage or disposal takes place at a facility for which a complete permit application was filed or which was originally permitted before the water body was in existence.	The permit application for a landfill expansion includes evaluating nearby bodies of water showing the buffer distance between the proposed landfill cell and the water body to demonstrate compliance with this rule. All zones proposed within the south parcel and to the east of the existing lined cells can meet this requirement.
On the right of way of any public highway, road, or alley.	The drawing set for a proposed landfill expansion includes a site plan and vicinity information that shows nearby highways, roads, or alleys. None of the zones would be developed with any existing right-of-way. All zones proposed within the south parcel and to the east of the existing lined cells can meet this requirement. Figure 7 shows the land use surrounding the landfill.
Solid waste management facilities where waste is stored, disposed, or processed outdoors, shall not be located within 10,000 feet of any licensed and operating airport runway used by turbine powered aircraft, or within 5,000 feet of any licensed and operating airport runway used only by piston engine aircraft, unless the applicant demonstrates that the facility is designed and will be operated so that it does not pose a bird hazard to aircraft.	The permit application for a landfill expansion includes reviewing nearby airports to determine the distance from the site. One small private airport is less than 10,000 feet but greater than 5,000 feet from the landfill property. This airport was identified during previous landfill expansions and did not pose a problem for permitting, though it will be evaluated as part of the next expansion. Figure 8 shows airports in the vicinity of the landfill.

Rules related to Environmental Resource Permits (ERPs) are also relevant to the landfill expansion. ERPs govern land development activities that affect surface water flows, including stormwater runoff, wetlands, and other water bodies. ERPs are regulated by Rule 62-330, FAC. An ERP modification will be required to address the proposed landfill expansion.

3 PERMITTING AND SITE INVESTIGATION SUMMARY

3.1 REVIEW OF SITE HISTORICAL DOCUMENTS

3.1.1 ENVIRONMENTAL RESOURCE PERMITTING HISTORY

A Management of Surface Water Permit was issued by the Southwest Florida Water Management District on November 24, 1987 (Permit 402202), for the construction of the stormwater management system at the landfill in the Zones 1 through 5 area. The landfill maintains a stormwater system that consists of several dry retention basins and swales. Stormwater is discharged off site near surface-water monitoring point SW-1, northeast of Zone 1, and near surface-water monitoring point SW-2 on the southeast corner of the property.

FDEP issued an ERP for the site on July 19, 2004 (Permit/Authorization Number 14-223606-001). This permit modified the previously issued Permit No. 14-284272-3 by including the excavation of an additional dry retention pond connected to the existing stormwater management system. The landfill obtained an additional ERP modification in November 2017 (Permit No.: 223606-002-EI) as part of the design and construction of Zone 5. This modification increased the size of stormwater retention basin BP-1 but made no other substantial changes to the site's existing stormwater system.

During design and permitting, a modification to the site ERP will be required to address changes to the stormwater system and wetland impacts resulting from the continued site buildout. The ERP permitting process is performed concurrently with the solid waste permitting process and is not expected to impact the schedule for permitting and constructing the expansion area.

The wetland mitigation process involves identifying wetland impacts, determining the offset credits required to compensate for any impacts, and purchasing mitigation credits from a mitigation bank within the watershed. The cost per credit at several private wetland mitigation banks that serve the Desoto County Landfill area is estimated to be approximately $250,000/acre. Credits are readily available for purchase and are expected to be available at the time of development.

3.1.2 SOLID WASTE PERMITTING HISTORY

Table 3-1 summarizes the permitting history of Zones 1 through 5.

Table 3-1 DeSoto County Landfill Solid Waste Permitting History 1989–2025

Permit No.	Permit Type	Permit Modification No.	Issue Date	Expiration Date	Notes
SO14-162529	Operations	NA	May 17, 1989	April 15, 1994	Zones 1 and 2 operations permit
SC14-219356	Construction	NA	February 12, 1993	July 15, 1993	Zone 2 construction permit
SF14-222343	Closure	NA	October 20, 1995	July 1, 2000	Zone 1 closure permit
SO14-243814	Operations Renewal	NAS	May 6, 1996	March 1, 2001	Operations of Zones 1 and 2 renewal
SC14-289829	Construction	NA	December 6, 1996	June 1, 2001	Zone 3 construction permit
0042079-004-SO	Operations Renewal	NA	August 29, 2001	August 29, 2006	Operations permit renewal
0042079-005-SC/01	Construction	NA	November 10, 2004	November 10, 2009	Zone 4 construction permit
0042079-004-SO	Operations Modification	0042079-006-SO	March 25, 2005	August 29, 2006	Minor modification for adding Zone 4
0042079-008-SO/01	Operations Renewal	NA	April 22, 2008	April 22, 2013	Operations renewal
0042079-009-SF/01	Closure	NA	September 15, 2009	September 15, 2014	Zone 2 and partial Zone 3 closure
0042079-008-SO/01	Operations Modification	0042079-010-	April 23, 2010	April 22, 2013	Florida Solid Waste Rule updates
0042079-011-SO/01	Operations Renewal	NA	June 6, 2013	June 6, 2033	Operations renewal
0042079-011-SO/01	Operations Modification	0042079-013-SO-MM	October 20, 2016	June 6, 2033	Change in filling sequence
0042079-014-SC-01	Construction	NA	April 16, 2018	February 14, 2023	Zone 5 expansion permit
0042079-011-SO/01	Operation Modification	0042079-015-SO-MM	April 16, 2018	June 6, 2033	Minor modification for adding Zone 5

3.1.3 Groundwater Monitoring

The groundwater monitoring network at the Landfill includes 22 groundwater monitoring wells and 2 piezometers. The groundwater monitoring wells are sampled and semi-annually in May and November. All wells are drilled into the surficial aquifer and are within the original Landfill property boundary. Four wells are designated background (MW-1ar, MW-7R, MW-4R, and MW-9), located west or north of the landfill to intercept groundwater before it flows under the Landfill. Three compliance monitoring wells (CMW-12, CMW-13, and CMW-14) are along the south and east boundaries of the original Landfill parcel. The remaining wells are designated as detection or piezometer. Figures 1 and 2 in Appendix A show the locations of the groundwater monitoring wells.

During development of additional landfill capacity at a site, existing monitoring wells within the new cell footprint will be abandoned and additional monitoring wells will be installed. The abandonment and installation of additional monitoring wells are addressed during the solid waste permitting process. These are standard procedures and will not impact the schedule for developing future landfill zones.

3.2 Review of Geotechnical and Survey Investigations

Previous geotechnical investigations at this site since 2003 are summarized as follows:

- Universal Engineering Testing Company. August 1986. *Hydrologic and Geologic Data for Proposed Section 16 Landfill Expansion*. April 21, 1987.
- SCS Engineers and Driggers Engineering Services. March 1996. *Part H Investigation for Proposed Zone 3 Expansion*.
- Ardaman & Associates, Inc. 2003. *Subsurface Soil Exploration and Geotechnical Engineering Evaluation for Proposed Zone 4 Expansion*. October 29, 2003; revised March 31, 2004.
- Tierra, Inc. 2016. *Report of Geotechnical Testing Services, DeSoto County Landfill, Geotechnical Borings and Testing – Section 16 Expansion*. July 11, 2016.
- Madrid CPWG. 2023. *Geotechnical Engineering Report: DeSoto Leachate Engineering Services, DeSoto County, Florida*. January 2023.

Based on these investigations, a few general observations are summarized as follows:

- The US Geological Survey (USGS) Soil Survey identifies three primary soil-mapping units within the bounds of the landfill and surrounding County-owned properties. The soil survey information is limited to the upper 5 feet of the soil profile.
    - Immokalee.
    - Tavares.
    - Zolfo.
- Soil under the landfill and the surrounding areas is fine sand with some silt at greater depths.
- Several borings on the south portion of the property, performed in 2016 by Tierra, show that some soils could be suitable for drainage sand.
- Although public data regarding subsidence and karst activity for DeSoto County is limited, the entire County lies in an area classified as *least favorable* for sinkhole

formation by FDEP Maps Direct records. Figure 3 in Appendix A shows geological conditions.

- All soil materials appear suitable for developing the future landfill zones.

Table 3-2 from the 2016 Tierra report summarizes the basic characteristics of the soil-survey soils found in the area.

The 2016 Tierra report states that six standard penetration test (SPT) borings were collected, two of which are in the footprint of the future Zone 7 expansion (described in greater detail in Section 6). These borings, B-5 and B-6, taken at approximately 14.5 and 8 feet below land surface (bls) respectively, show that in the first 5 to 10 feet bls the soil profile is gray to brown sand to sand with silt, USCS classification SP/SP-SM. The USGS soil-survey report reflects this. Although the soil could be suitable for use as drainage sand, variability is probable, and further geotechnical investigations should be performed before deciding on that course. For cost-estimating purposes, Jones Edmunds assumed that 100 percent of the drainage sand would be imported from off-site. However, we recommend that the Construction Documents (Technical Specifications and the Measurement and Payment section) for the next zone development include the use of off-site and on-site material, which can result in significant cost savings to the County if during construction onsite sands are identified as suitable to use in the sand drainage layer above the liner system.

Additional geotechnical investigations will be required in the footprint of a proposed landfill expansion before permitting in compliance with Chapter 62-701.410, FAC. These investigations can be initiated relatively quickly if performed as a part of this Master Plan Report development by modifying the existing scope of services to include the additional effort.

Table 3-2 Results of USGS Soil Survey

USDA Map Symbol and Soil Name	Soil Classification					pH	Seasonal High Water Table	
	Depth (in)	USCS	AASHTO	Permeability (in/hour)	Permeability (cm/sec)		Depth (feet)	Months
(20) Immokalee	0–5	SP, SP-SM	A-3	6.0–20.0	0.0021–0.0071	3.5–6.0	0.5–1.5	June–Nov
	5–43	SP, SP-SM	A-3	6.0–20.0	0.0021–0.0071			
	43–65	SM, SP-SM	A-2-4, A-3	0.6–20.0	0.0002–0.0071			
	65–80	SP, SP-SM	A-3	6.0–20.0	0.0021–0.0071			
(37) Tavares	0–6	SP, SP-SM	A-3	6.0–20.0	0.0021–0.0071	3.5–6.5	3.5–6.0	June–Dec
	6–80	SP, SP-SM	A-3	6.0–20.0	0.0021–0.0071			
(42) Zolfo	0–5	SP-SM	A-2-4, A-3	6.0–20.0	0.0021–0.0071	4.5–7.3	2.0–3.5	June–Nov
	5–59	SM, SP-SM	A-2-4, A-3	6.0–20.0	0.0021–0.0071			
	59–80	SM, SP-SM	A-2-4, A-3	0.6–20.0	0.0002–0.0071	3.5–6.5		

4 EXPANSION DESIGN CONSIDERATIONS

4.1 POPULATION TRENDS

In general, landfill waste acceptance is correlated to population growth. For that reason, accounting for future population trends is useful for estimating waste generation growth.

The University of Florida's Bureau of Economic and Business Research (BEBR) provides annual updates to population projections for all Florida counties. These estimates include Low, Medium, and High growth-rate projections of future population every 5 years until 2050.

For DeSoto County, the High growth-rate projections were chosen because a 2024 population estimate from the US Census Bureau indicated a population close to BEBR's High projection for 2025. Population between BEBR projection years were estimated by linear interpolation, and population past 2050 was estimated using BEBR's population growth rate from 2045 to 2050. Using these assumptions, the population of DeSoto County is expected to increase from 36,900 in 2025 to 44,400 in 2055. Table 4-1 provides population estimates. Appendix B provides the population and waste projections.

Table 4-1 DeSoto County Population Projections

Year	Population	Annual Rate of Change (%)
2024	36,744	–
2025	**36,900**	**0.42**
2026	37,215	0.85
2027	37,532	0.85
2028	37,852	0.85
2029	38,175	0.85
2030	**38,500**	**0.85**
2031	38,795	0.77
2032	39,093	0.77
2033	39,393	0.77
2034	39,695	0.77
2035	**40,000**	**0.77**
2036	40,257	0.64
2037	40,515	0.64
2038	40,775	0.64
2039	41,037	0.64
2040	**41,300**	**0.64**
2041	41,518	0.53
2042	41,737	0.53
2043	41,957	0.53
2044	42,178	0.53

Year	Population	Annual Rate of Change (%)
2045	**42,400**	**0.53**
2046	42,598	0.47
2047	42,797	0.47
2048	42,997	0.47
2049	43,198	0.47
2050	**43,400**	**0.47**
2051	43,603	0.47
2052	43,807	0.47
2053	44,011	0.47
2054	44,217	0.47
2055	44,424	0.47

Note: The 2024 population is based on US Census Bureau estimate. The population estimates for 2025, 2030, 2035, 2040, 2045, and 2050 are from BEBR projections. Populations from 2051 to 2055 are based on the BEBR projected growth rate from 2045 to 2050. All other years are interpolated.

4.2 Waste Generation Growth

The annual waste acceptance at the landfill in 2015 was 25,217 tons, which increased to 52,067 tons in 2024. During this period, the waste tonnage acceptance rate at the landfill increased by an average of 8.4 percent annually. Waste generation increased faster than expected based on population growth alone, which increased by an average of 1 percent per year from 2015 to 2024.

Future waste generation from 2025 through 2030 was projected to have a growth rate of 8.4 percent annually as a worst-case scenario. Waste generation from 2031 through 2056 was projected to have a growth rate of 1 percent, matching the population growth rate from 2015 to 2024. This assumption was made because an 8.4 percent annual growth rate is unlikely to continue in perpetuity but represents recent trends.

Section 4.3 provides greater detail and discusses hurricane-related increases in waste generation, although other reasons may exist for the increase in waste generation from 2015 to 2024. Appendix B includes figures that show historical waste tonnages and future waste projections.

4.3 Hurricane-Related Waste Generation

Gradual increases in waste acceptance are expected as population grows. However, the waste acceptance rate at the landfill increased significantly from 2015 to 2024. In 2017, the waste acceptance increased modestly more than expected based on population growth alone, likely due to impacts from Hurricane Irma in September 2017. The tonnage acceptance continued to be high in 2018 before decreasing in 2019.

The largest year-to-year increase occurred from 2021 to 2022, likely due to increases in waste disposal after Hurricane Ian in September 2022. The increased waste acceptance continued in 2023, and in 2024 Hurricanes Helene and Milton impacted areas in South

Florida. The significant waste generation growth from 2015 to 2024 may not represent a true baseline waste acceptance rate in future years without major hurricanes. However, large storm events will periodically continue to occur, and the related waste generation often affects disposal during subsequent years.

To account for hurricane-related waste generation, the average waste generation rate from 2015 to 2024 was used to project annual waste generation until 2030. This estimate of future waste acceptance is conservative due to the uncertainty associated with hurricane debris. Please refer to Appendix B for additional details.

5 LEACHATE

Predicting leachate generation quantities for landfill sites is a difficult task and requires constant reevaluation due to changing site conditions. Leachate generation rates vary seasonally due to changes in weather and over longer periods as site operations evolve. For example, as site conditions change and new zones are opened, significant spikes in leachate generation rates can occur as a result of the stormwater management design and how stormwater management practices are implemented by the operators.

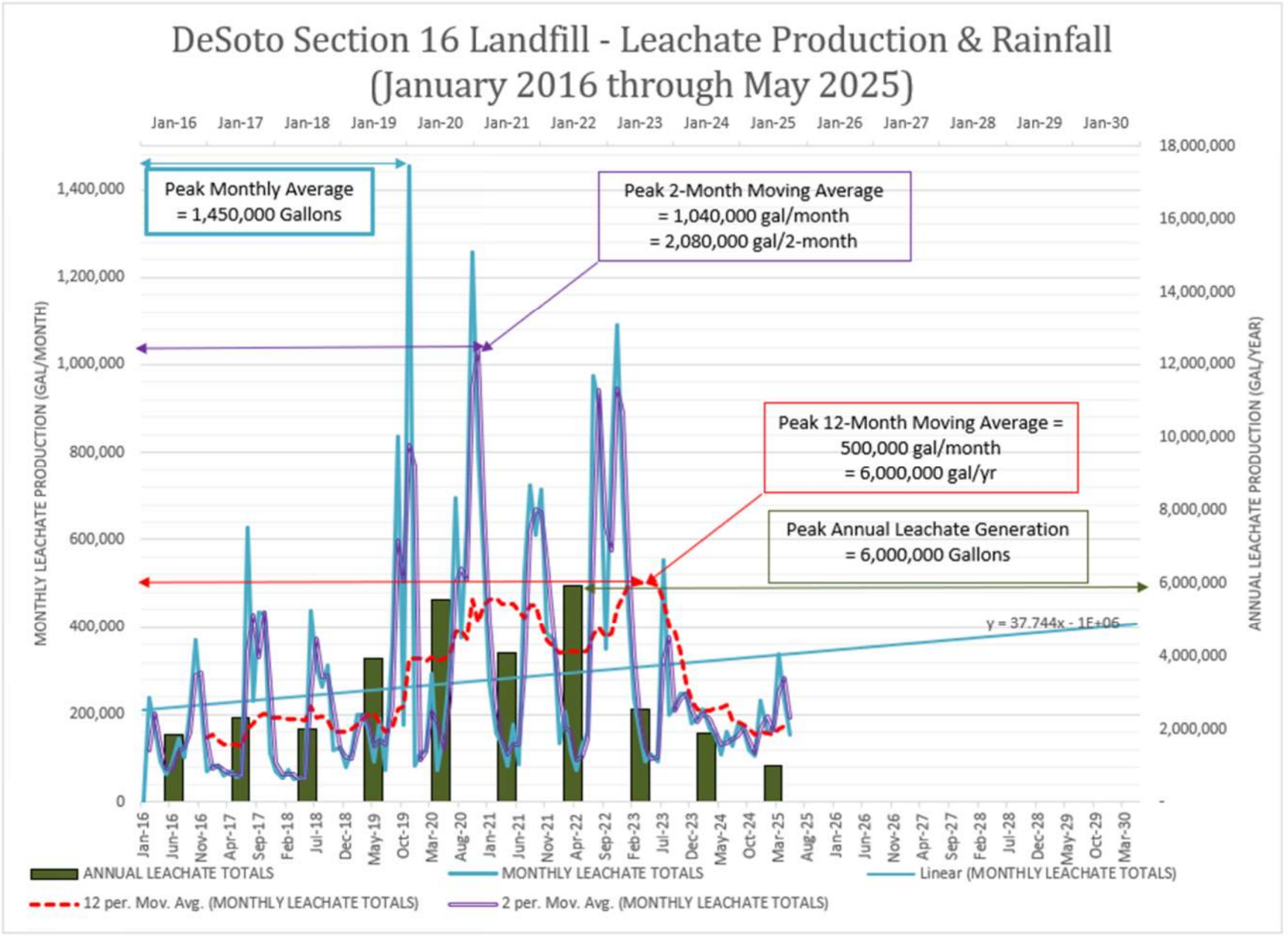
During landfill design and permitting, the US Environmental Protection Agency's Hydrologic Evaluation of Landfill Performance (HELP) Model is used to estimate peak leachate generation for the zone being permitted. However, the HELP Model notoriously overpredicts leachate generation rates. It is a good tool to ensure that the leachate collection systems are designed to handle worst-case conditions. However, using this tool to evaluate leachate from daily operations results in significant over-design of infrastructure such as pumping and treatment systems. For this evaluation, we evaluated historical leachate production from January 2016 through May 2025 to discern leachate generation trends and use these trends as a predictive tool to generate a reasonable estimate of future leachate generation. Figure 5-1 presents the data in graphical form.

Evaluation of the data indicates that the site has experienced a peak monthly flow rate of 1,450,000 gallons, or approximately 50,000 gallons per day. The proposed leachate treatment system (part of a separate project) will be designed to handle this quantity of leachate. This peak monthly leachate flow occurred during the construction of Zone 5 before the initial placement of waste. The source of this leachate is unclear but most likely related to stormwater management or stormwater impacted by leachate during construction. With proactive project design, stormwater diversion, and use of stormwater liners, this value is unlikely to be exceeded during future zone expansions at the site.

From 2016 to 2025, the peak annual leachate production of 6,000,000 gallons per year occurred in 2022 during the initial flooring out of Zone 5. Over the life of the facility, the 12-month running average leachate production peaked at 6,000,000 gallons in 2023. We can reasonably assume that these are the peak long-term annual values that the facility is likely to experience, provided that sound engineering design of the stormwater management system occurs to prevent the infiltration of stormwater into the leachate collection systems.

The Landfill has two 734,000-gallons leachate surface impoundments south of Zones 4 and 5, for a total of 1,468,000 gallons of storage capacity. Each pond is approximately 25,000 square feet. The ponds are doubled-lined systems similar to a Class I landfill in accordance with the required of Rule 62-701.400, FAC.

Figure 5-1 Leachate Generation Evaluation



The current pond sizing will provide 1 month of the peak historical leachate storage without requiring off-site disposal under worst-case conditions as occurred in 2019 when 1,450,000 gallons of leachate were produced during the peak flow month. The 2-month running average generated a total 2 months of total leachate flow of 2,080,000 gallons, which slightly exceeds the current storage capacity.

Jones Edmunds recommends that when the storage ponds are re-located, their size should be increased to allow for a minimum of 2 months of peak storage capacity without off-site discharge, approximately 2,000,000 gallons of storage.

This will require constructing two approximately 35,000-square-foot ponds. The sizing equivalent storage capacity is an estimate based on the current ponds' size and capacity. However, conditions such as depth to groundwater will impact this calculation, so the ponds will need to be sized during design. With infrastructure, the approximate cost for the new leachate storage ponds is $2,400,000 in 2025 dollars based on a recent similar project.

6 LANDFILL EXPANSION OPTIONS AND RECOMMENDATIONS

A plan for future landfill expansion will assist in scheduling and allocating funding to meet the County's solid waste disposal needs. The landfill expansion options have been divided into two parts:

- The first part evaluates the critical need for immediate expansion options and makes recommendations concerning the next zone to develop. This evaluation considers the practicality of the development (infrastructure relocation, schedule, etc.), total development cost, development cost per ton of disposal capacity, etc.
- The second part evaluates longer-term site build-out options and further develops the costs, disposal capacities, etc.

6.1 NEXT LANDFILL CELL DEVELOPMENT AND RECOMMENDATIONS

Zones 6 through 9B within the south parcel, including the area immediately west of Zone 1, were evaluated to determine the ideal approach to developing the next landfill cell at the landfill. Zones 6 through 9B were evaluated to optimize the disposal capacity of the south parcel by locating the proposed infrastructure on the site boundary. Zone 6 is identified as the feasible expansion alternative for the next expansion area within the schedule time constraints. The location of Zone 6 is shown in Figures 9 and 10 in Appendix A.

ZONE 6

Our analysis regarding development feasibility within the available time and cost identifies Zone 6 as the ideal option for the next expansion area. Jones Edmunds is preparing a 30% drawing set for this proposed option as well as for Zone 7; refer to the next section for details on Zone 7.

Zone 6 is directly south of Zones 1 and 2. The boundary of the proposed Zone 6 will avoid relocating the infrastructure at this time, which, although feasible, could present permitting and construction complications.

This location is recommended since relocation or demolition of onsite infrastructure is minimal; however, the stormwater management pond in its north half will require relocation. Modifying and/or relocating stormwater management infrastructure is a standard component of most landfill development projects and does not present any regulatory or engineering difficulties that could delay the project.

Approximately 2.5 acres of wetlands will need to be mitigated to construct Zone 6. As previously discussed, mitigation is a standard permitting process involved in many landfill development projects. The wetlands that will be impacted are not in a conservation easement, which could, if they were in such an easement, present problems and delays.

The conceptual layout of Zone 6 will provide approximately 3.8 years of disposal capacity under current waste generation scenarios and waste growth rate predictions and could provide longer disposal capacity depending on changes in waste flow rates. Constructing approximately 5 years of landfill disposal capacity at one time is typical in the solid waste

industry. This quantity of disposal capacity balances capital outlays for construction against the costs associated with the design and permitting processes. Designing, permitting, and constructing Zone 7 simultaneously with Zone 6 is an option to provide approximately 6.3 years of disposal capacity. The design and permitting of Zone 7 simultaneously with Zone 6 would not be expected to have any significant impact on the cost of the development process, other than the costs associated with the actual construction of the zone.

ZONE 7

Zone 7 is west of Zone 6 and south of the existing leachate storage basins. Zone 7 will provide approximately 2.5 years of disposal capacity following the development of Zone 6. No infrastructure demolition or relocation is required for this cell. Zone 7 could be designed, permitted, and constructed at the same time as Zone 6. As previously stated, Jones Edmunds is including Zone 7 in the 30% drawing set.

ZONE 8

Zone 8 is in the footprint of the existing leachate storage basins. This zone requires these basins to be demolished and reconstructed. Leachate Pump Station No. 1 will require relocation during design, permitting, and construction. We recommend that design, permitting, and construction of the replacement leachate storage basins begin as soon as Zones 6 and 7 are constructed.

ZONES 9A AND 9B

Zones 9A and 9B are east of Zones 1 and 6. These zones require the west stormwater retention basin to be filled and a new stormwater retention basin to be constructed on the south edge of the property. The Yard Trash Storage Area and Cover Material Storage Area will need to be relocated.

6.1.1 CAPACITY AND DEVELOPMENT COSTS – ZONES 6 THROUGH 9B (ALTERNATE #1)

Capacity and development costs for Zones 6 to 9B as presented in the development recommendations above based on the Alternative #1 site development are presented in Section 6.2.1.

6.1.2 DEVELOPMENT SCHEDULE – ZONES 6 AND 7

Table 6-1 is a schedule for developing Zones 6 and 7. No schedule impacts are expected if Zone 7 is developed simultaneously with Zone 6. Construction schedules were prepared by estimating the rough order-of-magnitude duration for completing each milestone based on previous design, permitting, and construction projects.

Ideally, the Zone 6 expansion should be constructed and certified to receive waste at least 6 months before Zone 5's operating life is exhausted, which may occur as early as September 2028. The schedule below includes the impacts of development recommendations presented in this report.

Table 6-1 Zones 6 and 7 Design, Permitting, and Construction Schedule

Item	Schedule		Expedited Schedule	
	Total Days Elapsed	Date	Total Days Elapsed	Date
Completion of Updated Master Plan		9/1/2025		9/1/2025
Preliminary 30% Design	30	10/1/2025	30	10/1/2025
Master Plan Contract Modification for Geotechnical Investigations Additional Services	NA	NA	31	11/1/2025
Geotechnical Design, Contracting, and Site Investigation	NA	NA	90	1/30/2026
RFP for Landfill Expansion, BOCC issues NTP for Zone 6 and 7 Expansion		2/1/2026		2/1/2026
Prepare Design and Submit Permit Applications	270	10/29/2026	210	8/30/2026
Finalize Construction Documents	120	2/26/2027	120	12/28/2026
Bidding Assistance/Contractor NTP	90	5/27/2027	90	3/28/2027
Construction Completion	360	5/21/2028	360	3/22/2028
Submit Construction Certification Report	30	6/20/2028	30	4/21/2028
FDEP Certifies Construction and Approval for Operations	30	7/20/2028	30	5/21/2028
Existing Disposal Capacity Consumed – Current Waste Acceptance Requirement		9/21/2028		9/21/2028
Existing Disposal Capacity Consumed – Stop Accepting Out-of-County Waste		12/21/2028		12/21/2028

6.2 LANDFILL EXPANSION ALTERNATIVES

Two landfill expansion alternatives were analyzed and compared based on the following:

- Expansion concept plans.
- Impacts on existing site infrastructure.
- Costs.
- Construction timelines.

The alternatives are conceptual and are presented to provide the County with a general idea of the advantages and disadvantages, which are compared in Section 6.4.

Alternative #1 maximizes the potential landfill airspace surrounding Zones 1 through 5, requiring a significant portion of onsite infrastructure to be relocated. Alternative #2 maximizes site capacity to the extent possible while minimizing the relocation of site infrastructure. Zone 6 is identified as the best zone for developing the next landfill cell. Developing Zone 6 will be the next step regardless of which alternative is chosen.

Zone 6 is south of Zones 1 and 2. Cell construction in this location avoids needing to immediately relocate on-site infrastructure such as the leachate storage ponds. However, this area does include up to 2.5 acres of wetlands that will need to be mitigated. The extents of the wetlands need to be delineated in the field early in the design and permitting

phases. Both alternatives displace all or portions of the dry retention pond east of the leachate storage basins.

Regardless of which alternative is chosen, several groundwater monitoring wells will be demolished and abandoned. New groundwater monitoring detection wells will be drilled within 50 feet of the edge-of-liner and no greater than 500 feet apart. A new background monitoring well will be constructed near the west property boundary of the south parcel to intercept offsite groundwater that is not intercepted by the existing background wells. As discussed previously, this procedure is typical of developing new landfill capacity at disposal facilities.

6.2.1 Expansion Alternative #1

To maximize the available land for waste disposal, Alternative #1 requires demolishing and reconstructing on-site infrastructure and ancillary facilities. The order of the cells may vary, although the proposed layout delays needing costly and time-consuming infrastructure relocation (e.g., the leachate storage basins are relocated before Zone 8 instead of immediately after Zone 6). A new stormwater retention area south of Zones 6, 7, and 9B would replace the existing stormwater retention basins. The new stormwater retention area is shown at a conceptual level of development; the shape, size, and depth would be determined during the design and permitting of the next cell. Figure 9 in Appendix A shows the conceptual site plan of Alternative #1.

- Zone 6 is directly south of Zones 1 and 2. This location is recommended since no relocation or demolition of onsite infrastructure is required. Approximately 2.5 acres of wetlands would need to be mitigated to construct Zone 6.
- Zone 7 is west of Zone 6 and south of the existing leachate storage basins. No infrastructure demolition or relocation is required for this cell, although it will have a relatively short operational life before a new cell is needed.
- Zone 8 is in the footprint of the existing leachate storage basins. This zone requires demolishing and reconstructing these basins. Leachate Pump Station No. 1 will be buried by waste during Zone 8 filling. Special measures would be needed to continue to remove leachate from this point. However, a large landfill airspace could be gained from developing this area.
- Zones 9A and 9B are east of Zones 1 and 6. These zones require the west stormwater retention basin to be filled and a new stormwater retention basin to be constructed on the south edge of the property. The Yard Trash Storage Area and Cover Material Storage Area will be relocated.

Zones 1 and 2 are permitted to a maximum elevation of 99 feet NGVD29, Zones 3 and 4 are permitted to a maximum elevation of 128 feet NGVD29, and Zone 5 is permitted to a maximum elevation of 128.5 feet NGVD29. During the design and permitting processes for Zone 6, an engineering analysis may be performed to determine if a vertical expansion over the existing cells is feasible. However, the volumes and lifespans for future zones in this report assume no vertical expansion over the existing zones.

An additional consideration with Alternative #1 is the ERP, which covers stormwater and surface-water flows at the site. Filling in and relocating the existing west stormwater

retention basin will incur a significant change to the site hydrology and will need to be approved through an ERP modification.

Table 6-2 summarizes the Alternative #1 concept plan.

Table 6-2 Alternative #1 Capacity and Lifespan

Zone	Footprint (acres)	Volume (cy)	Tonnage (tons)	Lifespan (years)
Zone 6	8.9	440,000	310,000	3.8
Zone 7	4.8	300,000	210,000	2.5
Zone 8	7.5	1,200,000	860,000	9.2
Zone 9A	9.8	550,000	390,000	4.0
Zone 9B	3.3	250,000	180,000	1.8
Total	34.5	2,740,000	1,950,000	21.3

Note: cy = cubic yards.

6.2.2 Expansion Alternative #2

Alternative #2 minimizes expensive relocations of onsite infrastructure, such as the west stormwater retention basin and the leachate storage basins. Alternative #2 is designed similarly to Alternative #1. A new stormwater retention area south of Zones 6, 7, and 9B would replace the existing stormwater retention basin. The new stormwater retention area is shown at a conceptual level of development; the shape, size, and depth would be determined during the design and permitting phases of the next cell. Figure 10 in Appendix A shows the conceptual site plan of Alternative #2.

- Zone 6 is directly south of Zones 1 and 2. This location is recommended because no relocation or demolition of onsite infrastructure is required. Approximately 2.5 acres of wetlands would need to be mitigated to construct Zone 6.
- Zone 7 is west of Zone 6 and south of the existing leachate storage basins. No infrastructure demolition or relocation is required for this cell.
- Zone 8 is directly east of Zone 6 and south of the west stormwater retention basin. Zone 8 does not require relocating existing infrastructure but would not have a long operational life due to its relatively small footprint. Because of its small size, Zone 8 could be constructed at the same time as either Zone 6 or Zone 7.

Alternative #2 may be easier to permit because it does not relocate the borrow pit stormwater pond, which is part of the existing stormwater system. However, an ERP modification will be needed since the dry retention basins will be displaced by Zones 6 and 7.

Table 6-3 Alternative #2 Capacity and Lifespan

Zone	Footprint (acres)	Volume (cy)	Tonnage (tons)	Lifespan (years)
Zone 6	8.9	440,000	310,000	3.8
Zone 7	4.8	300,000	210,000	2.5
Zone 8	2.0	90,000	60,000	0.7
Total	15.8	830,000	580,000	7.0

6.3 Engineer's Opinion of Probable Cost

Appendix C provides the Engineer's Opinion of Probable Cost calculations. The total cost includes Design, Construction, and Other Costs (i.e., demolition/reconstruction of site facilities). Operation costs are not included in this analysis.

The following assumptions were used to develop the Engineer's Opinion of Probable Cost:

- Design, Permitting, and Construction Assistance were estimated based on Jones Edmunds's experience with similar projects.
- Construction Cost was estimated by averaging bid prices for recent landfill construction projects in Florida, adjusted for inflation.
- Other Costs were estimated based on similar projects and typical unit costs for reconstruction activities.

The cost per ton varies for each zone based on the airspace that is gained within a given footprint and the required Other Costs. The airspace and cost per ton will change depending on the order of construction. For example, if Zone 8 is constructed before Zones 6 and 7, a smaller volume would be filled with waste because Zone 8 includes valley fill above previously filled zones.

6.3.1 Alternative #1 Cost Analysis

In addition to the Design and Construction Costs previously described, Alternative #1 includes the following Other Costs:

- Wetland mitigation (before Zone 6)—Estimated $630,000 based on typical costs in this area.
- Demolition and reconstruction of the existing leachate storage ponds (before Zone 8)—Estimated $2.4 million based on a recent similar project.
- Filling the borrow pit pond (before Zones 9A and 9B)—Estimated $3.1 million based on a conservative estimate of the amount of soil fill that is required.

Appendix C provides a more detailed breakdown of the Engineer's Opinion of Probable Cost. Table 6-4 summarizes the Engineer's Opinion of Probable Cost for Alternative #1.

Table 6-4 Alternative #1 Cost Summary

Zone	Total Cost	Cost/Ton
Zone 6	$9,380,000	$30
Zone 7	$5,550,000	$26
Zone 8	$10,050,000	$12
Zone 9A	$12,550,000	$32
Zone 9B	$4,350,000	$24
Total	$41,880,000	$21

Note: Total Cost and Cost/Ton only include Design, Construction, and Other Costs. Operation costs are not included.

6.3.2 Alternative #2 Cost Analysis

In addition to the Design and Construction Costs previously described, Alternative #2 includes the following Other Costs:

- Wetland mitigation (before Zone 6)—Estimated $630,000 based on typical costs in this area.

Appendix C provides a more detailed breakdown of the Engineer's Opinion of Probable Cost. Table 6-5 summarizes the Engineer's Opinion of Probable Cost for Alternative #2.

Table 6-5 Alternative #2 Cost Summary

Zone	Total Cost	Cost/Ton
Zone 6	$9,380,000	$30
Zone 7	$5,550,000	$26
Zone 8	$3,350,000	$56
Total	$18,280,000	$32

Note: Total Cost and Cost/Ton only include Design, Construction, and Other Costs. Operational costs are not included.

6.4 Summary of Alternatives

Both landfill expansion alternatives begin with Zone 6 located directly south of the existing Zones 1 and 2. Alternative #1 provides greater capacity long-term but involves more expensive, complex reconstruction compared to Alternative #2.

Table 6-6 summarizes costs and lifespan of Alternative #1.

Table 6-6 Alternative #1 Summary

Zone	Footprint (acres)	Volume (cy)	Tonnage (tons)	Lifespan (years)	Total Cost	Cost/Ton
Zone 6	8.9	440,000	310,000	3.8	$9,380,000	$30
Zone 7	4.8	300,000	210,000	2.5	$5,550,000	$26
Zone 8	7.5	1,200,000	860,000	9.2	$10,050,000	$12
Zone 9A	9.8	550,000	390,000	4.0	$12,550,000	$32
Zone 9B	3.3	250,000	180,000	1.8	$4,350,000	$24
Total	34.5	2,740,000	1,950,000	21.3	$41,880,000	$21

Note: Total Cost and Cost/Ton only include Design, Construction, and Other Costs. Operational costs are not included.

Table 6-7 summarizes costs and lifespans of Alternative #2.

Table 6-7 Alternative #2 Summary

Zone	Footprint (acres)	Volume (cy)	Tonnage (tons)	Lifespan	Total Cost	Cost/Ton
Zone 6	8.9	440,000	310,000	3.8	$9,380,000	$30
Zone 7	4.8	300,000	210,000	2.5	$5,550,000	$26
Zone 8	2.0	90,000	60,000	0.7	$3,350,000	$56
Total	15.8	830,000	580,000	7.0	$18,280,000	$32

Note: Total Cost and Cost/Ton only include Design, Construction, and Other Costs. Operational costs are not included.

Table 6-8 compares the total values for each alternative.

Table 6-8 Alternatives Comparison

	Alternative #1	Alternative #2
Footprint	34.5 acres	15.8 acres
Volume	2.7 million cubic yards	0.8 million cubic yards
Tonnage	2.0 million tons	0.6 million tons
Lifespan	21.2 years	7.0 years
Total Cost	$41.9 million	$18.2 million
Cost per Ton	$21/ton	$32/ton

Notes:

Lifespan is based on a conservative waste generation growth rate of 8.4% annually from 2025 to 2030 followed by a moderate 1% growth rate.

Total Cost and Cost/Ton only include Design, Construction, and Other Costs. Operational costs are not included.

7 SUMMARY AND RECOMMENDATIONS

Two scenarios for future landfill expansion were evaluated, Alternative #1 and Alternative #2. This evaluation considered the following factors:

- Total construction costs and cost per ton.
- Waste capacity.
- Landfill lifespan.
- Population growth.
- Hurricane-related waste generation.
- Existing site infrastructure and requirements for reconstruction.
- Future landfill construction schedule.

Alternative #1 maximizes the airspace and lifespan available on the current property, though it requires additional expenses and challenges associated with reconstruction of existing infrastructure. Alternative #2 reduces the costs and complexity by allowing most site infrastructure to remain as-is but does not provide as much landfill capacity.

Under each alternative, Zones 6 and 7 is identified as the most feasible next zone for developing to meet the County's schedule and near future disposal capacity needs.

7.1 RECOMMENDATION OF ALTERNATIVE CONCEPT PLAN

Based on our preliminary evaluation, Jones Edmunds recommends Alternative #1 because it provides the most long-term landfill airspace. Waste generation is projected to continue to increase, in part due to population growth and land development. Alternative #1 maximizes the waste disposal potential of the property by efficiently using the existing land, which will delay the need for buying additional landfill property or constructing a transfer station. Alternative #1 eventually incurs additional costs involved in reconstructing displaced infrastructure. These costs are significant in some cases but are not required immediately. In the long term, this alternative has the potential to save the County money by making the most of their current investment in this site.

In order to reduce the design, permitting, and construction schedule, Jones Edmunds recommends beginning geotechnical site investigations as soon as possible (within the next 60 days) to shorten the design and permitting process by up to 2 months. This work can be accomplished as part of the development of this Master Plan Report by modifying the scope of services to cover this additional effort.

7.2 RECOMMENDATION TO INCREASE EXISTING LANDFILL LIFE

An approach to increase the lifespan of the existing landfill is a permit modification to allow a height increase. Currently, the permitted final cover elevation ranges from 99 feet NGVD to 128.5 feet NGVD in Zones 1 to 5. An engineer's evaluation would be needed to determine if filling waste above these elevations while maintaining the integrity of the bottom liner system is technically feasible. However, if it is feasible and FDEP approves the associated permit modification, additional waste volume could be gained for a relatively small cost over Zones 2 to 5. (Zone 1 has a single liner, and filling waste higher in this area may require construction of another liner system above the existing waste.) Jones Edmunds

recommends performing a technical evaluation of Zones 1 to 5 to determine if a vertical expansion is feasible in this area. However, such a technical evaluation should only be performed if it will not delay the design, permitting, and construction of Zone 6.

Additionally, reducing or eliminating the acceptance of out-of-County waste could add lifespan to the active Class I landfill. If this is done immediately, it is expected to increase the worst-case life expectancy by at least 3 months.

7.3 Recommendation For Next Capacity Development

Based on the Design, Permitting, and Construction Schedule presented in Table 6-1 and the discussions presented in the report, we recommend proceeding with the development of the following as described below:

- Retain an engineering firm to provide design, permitting, and construction phase services for developing Zones 6 and 7 simultaneously. The project will additionally involve:
    - Relocating Leachate Pump Station No. 1 to the west out the footprint for the proposed future Zone 8 landfill cell.
    - Relocating the leachate storage ponds to the north of Landfill Street.

Appendix A

Figures

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N

GRAPHIC SCALE

0 100 200 400

SCALE IN FEET

LEGEND

- PROPERTY LINE
- CLASS I LANDFILL LIMITS
- SW–2 △ SURFACE WATER SAMPLING POINT
- PZ–1 ● EXISTING PIEZOMETER
- MW–5 ◕ EXISTING GROUNDWATER MONITORING WELL
- GMW–1 ⊞ EXISTING GAS MONITORING WELL

FIGURE 1
SITE PLAN
DESOTO COUNTY SECTION 16 LANDFILL
DESOTO COUNTY, FLORIDA

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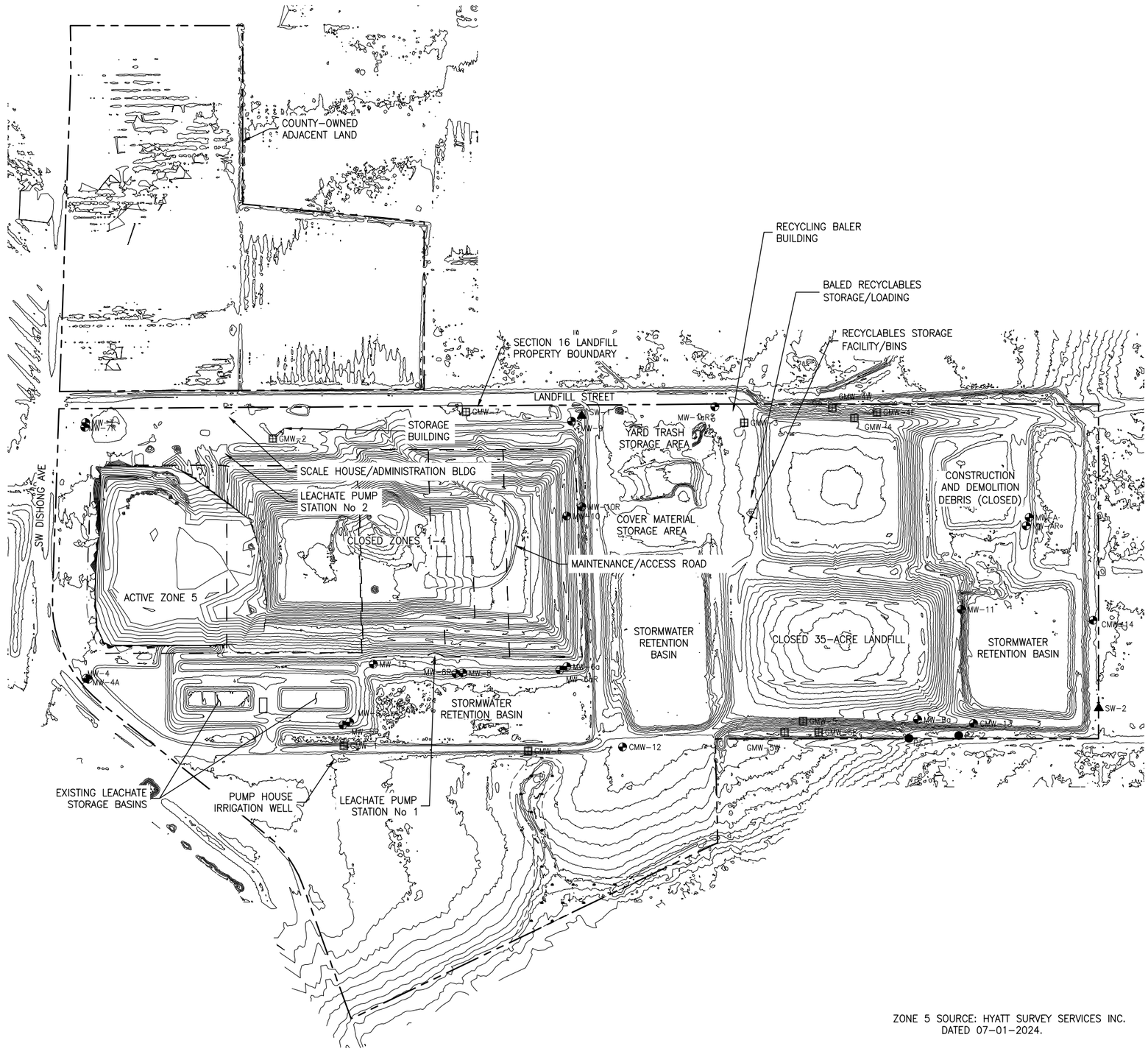

GRAPHIC SCALE
0 100 200 400
SCALE IN FEET

LEGEND

- PROPERTY LINE
- CLASS I LANDFILL LIMITS
- SW–2 △ SURFACE WATER SAMPLING POINT
- PZ–1 ● EXISTING PIEZOMETER
- MW–5 ◕ EXISTING GROUNDWATER MONITORING WELL
- GMW–1 ⊞ EXISTING GAS MONITORING WELL

ZONE 5 SOURCE: HYATT SURVEY SERVICES INC.
DATED 07–01–2024.

FIGURE 2
EXISTING CONDITIONS
DESOTO COUNTY SECTION 16 LANDFILL
DESOTO COUNTY, FLORIDA

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Figure 3

Geological Conditions Map

DeSoto County Section 16 Landfill

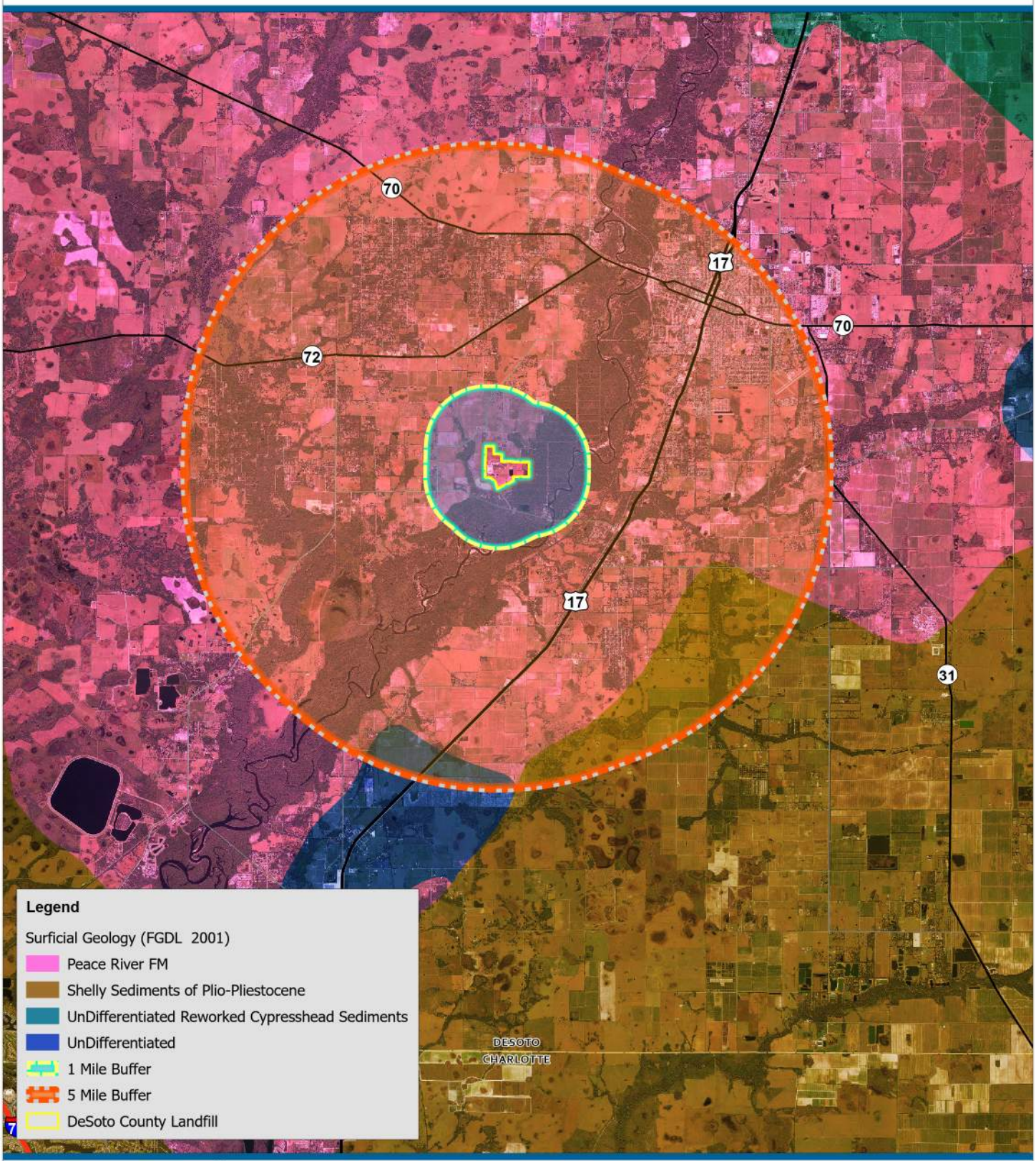

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Figure 4

Well Inventory

DeSoto County Section 16 Landfill

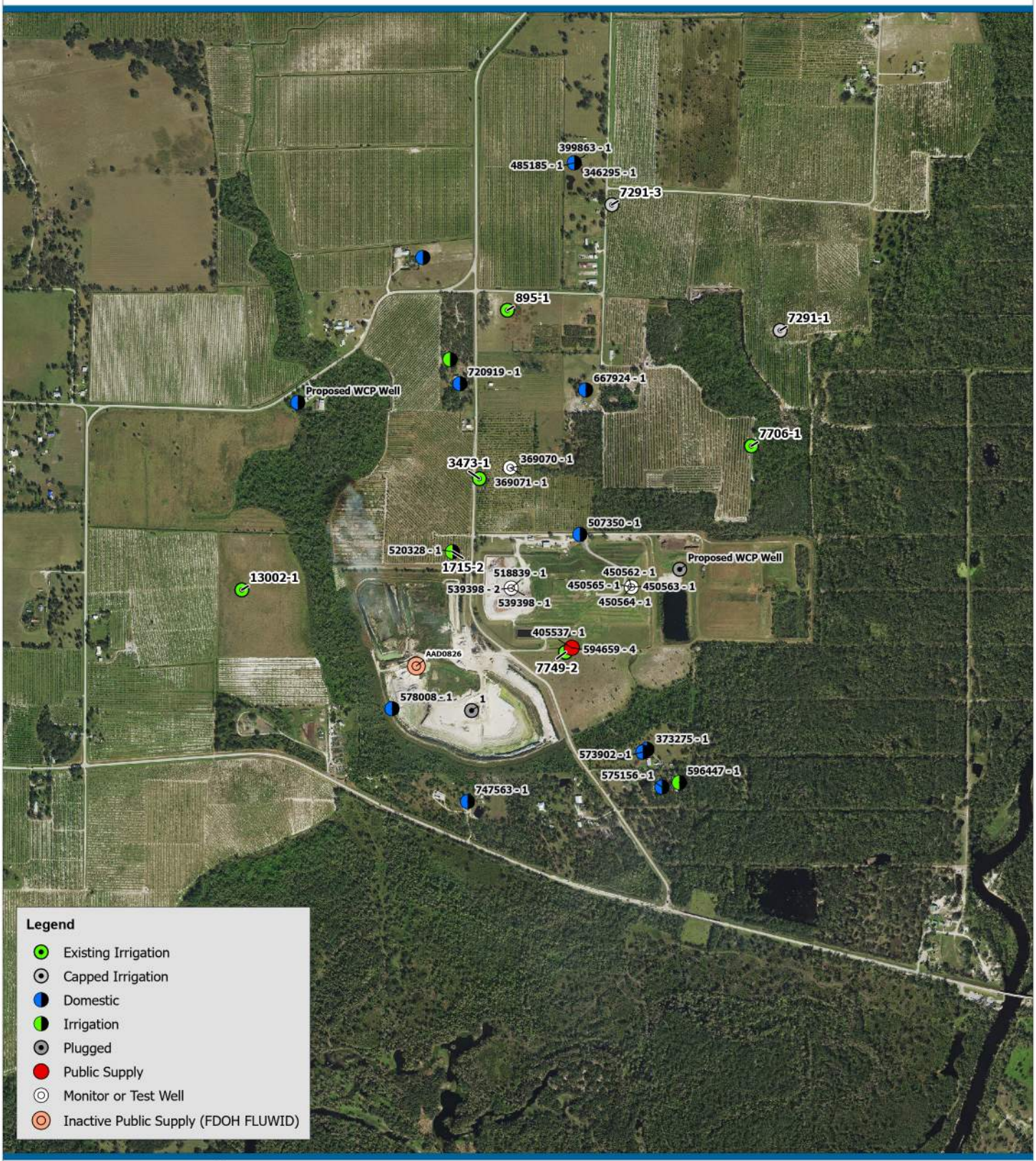

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Figure 5

Wetlands Map

DeSoto County Section 16 Landfill

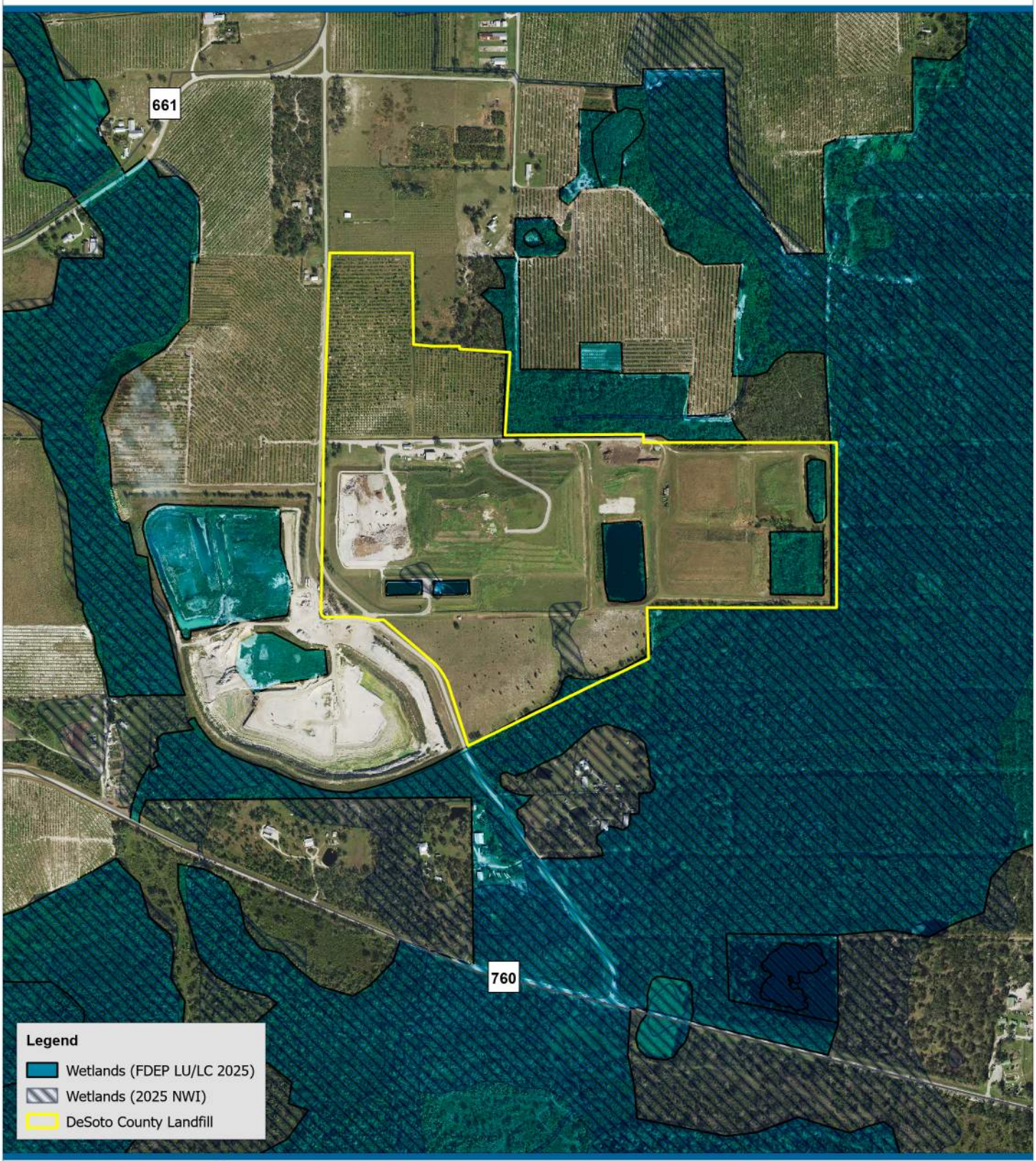

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Figure 6

Flood Hazard Map

DeSoto County Section 16 Landfill

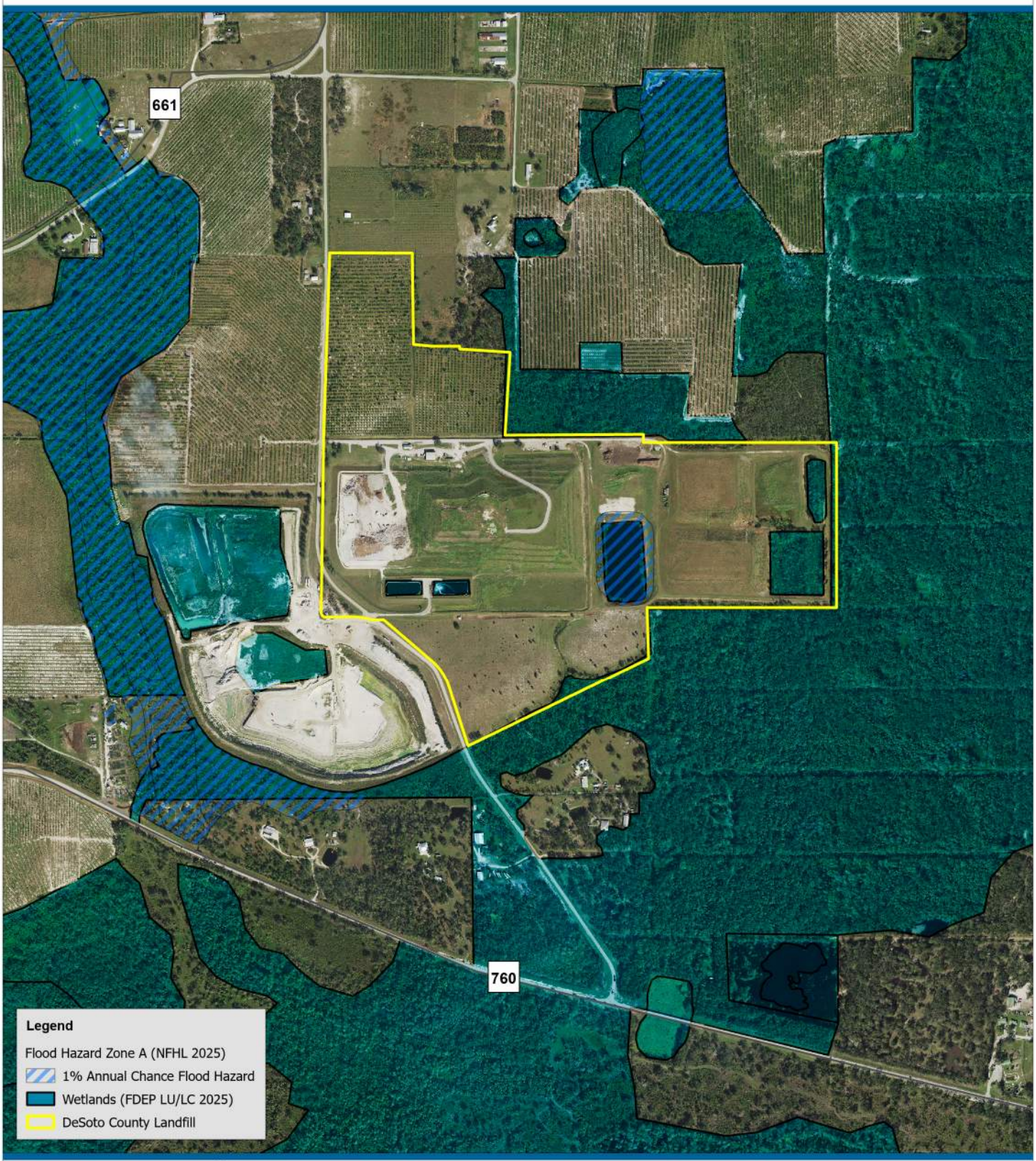

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Figure 7

Land Use Map

DeSoto County Section 16 Landfill

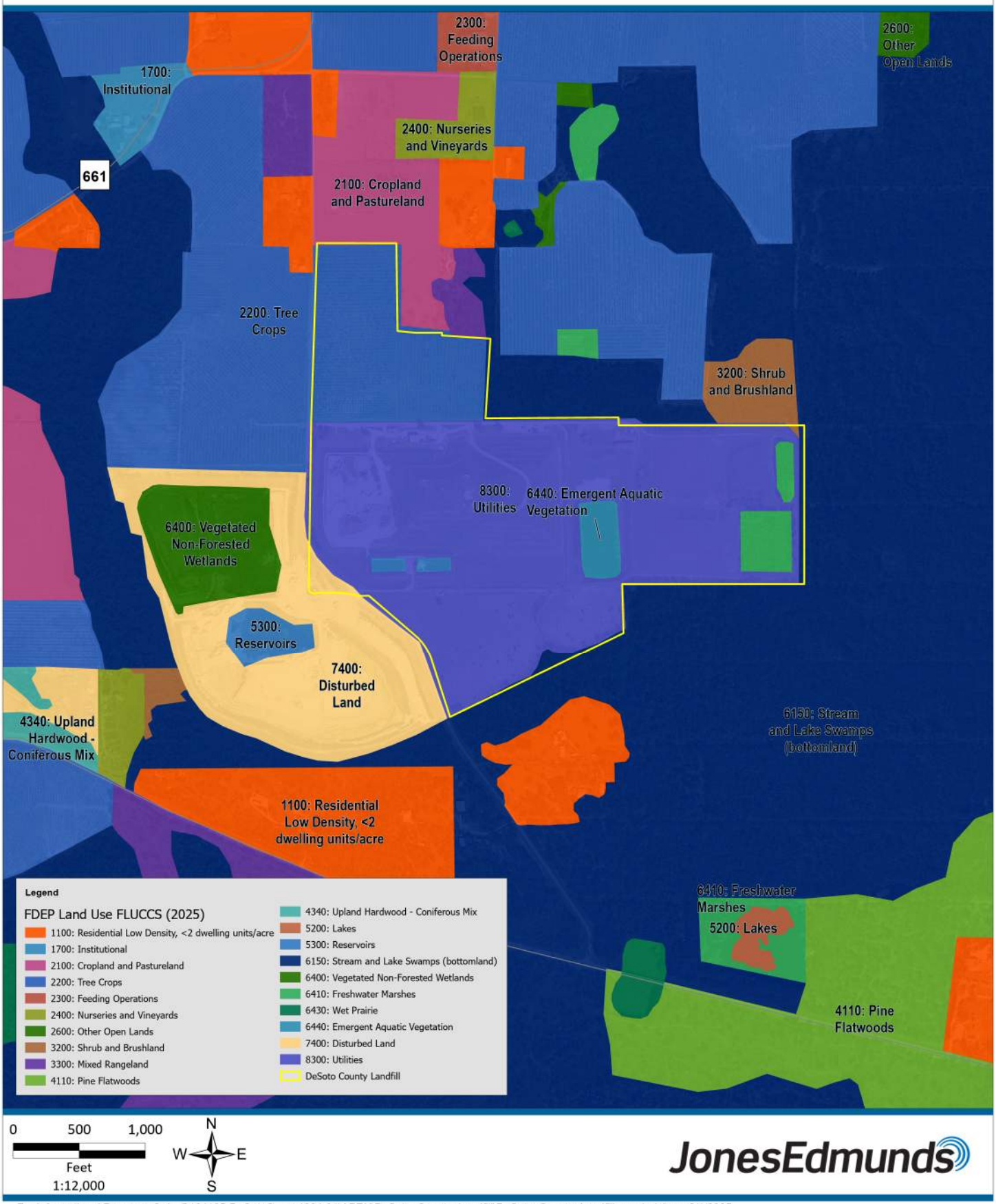

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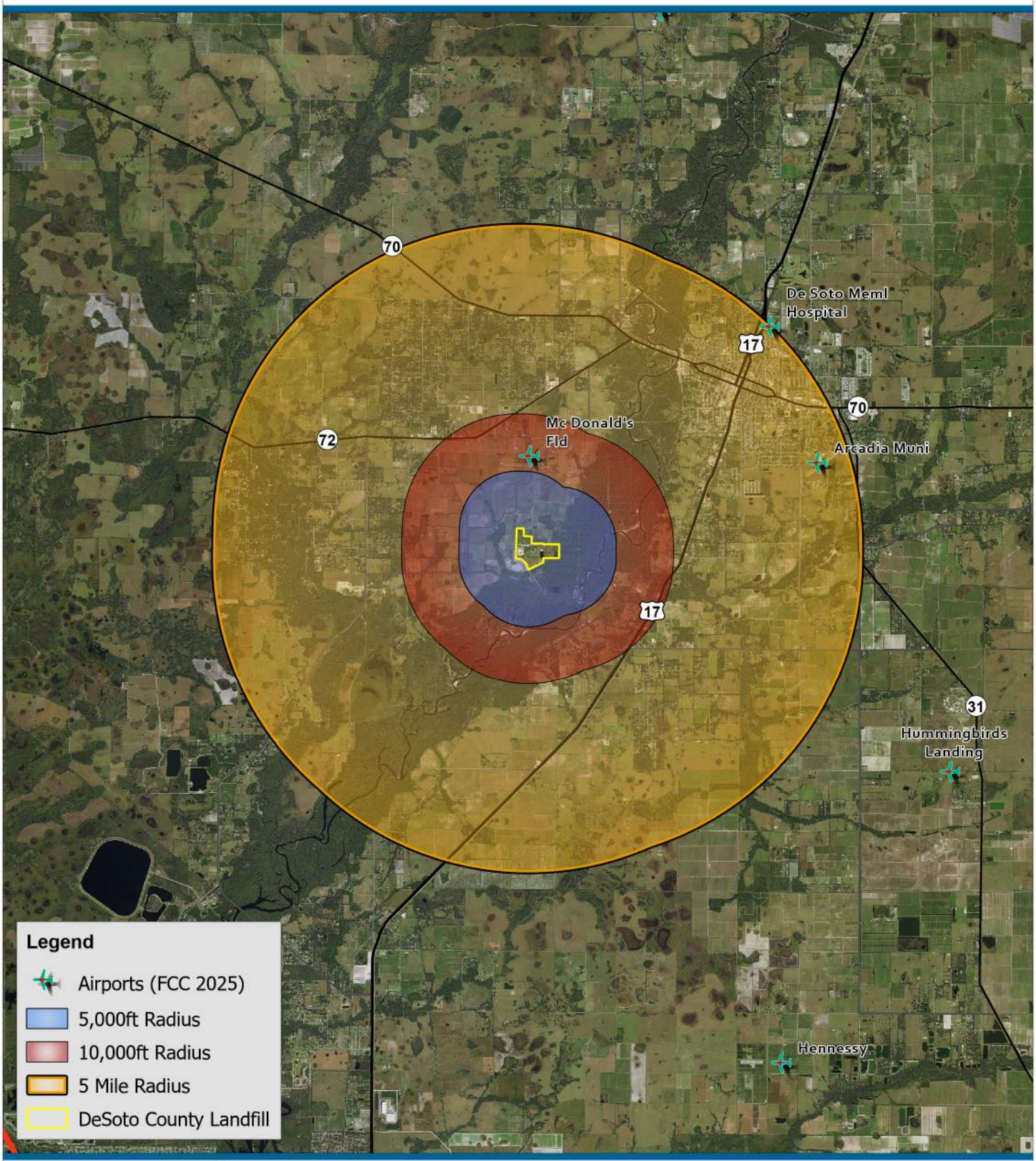
Figure 8

Airport Map

DeSoto County Section 16 Landfill



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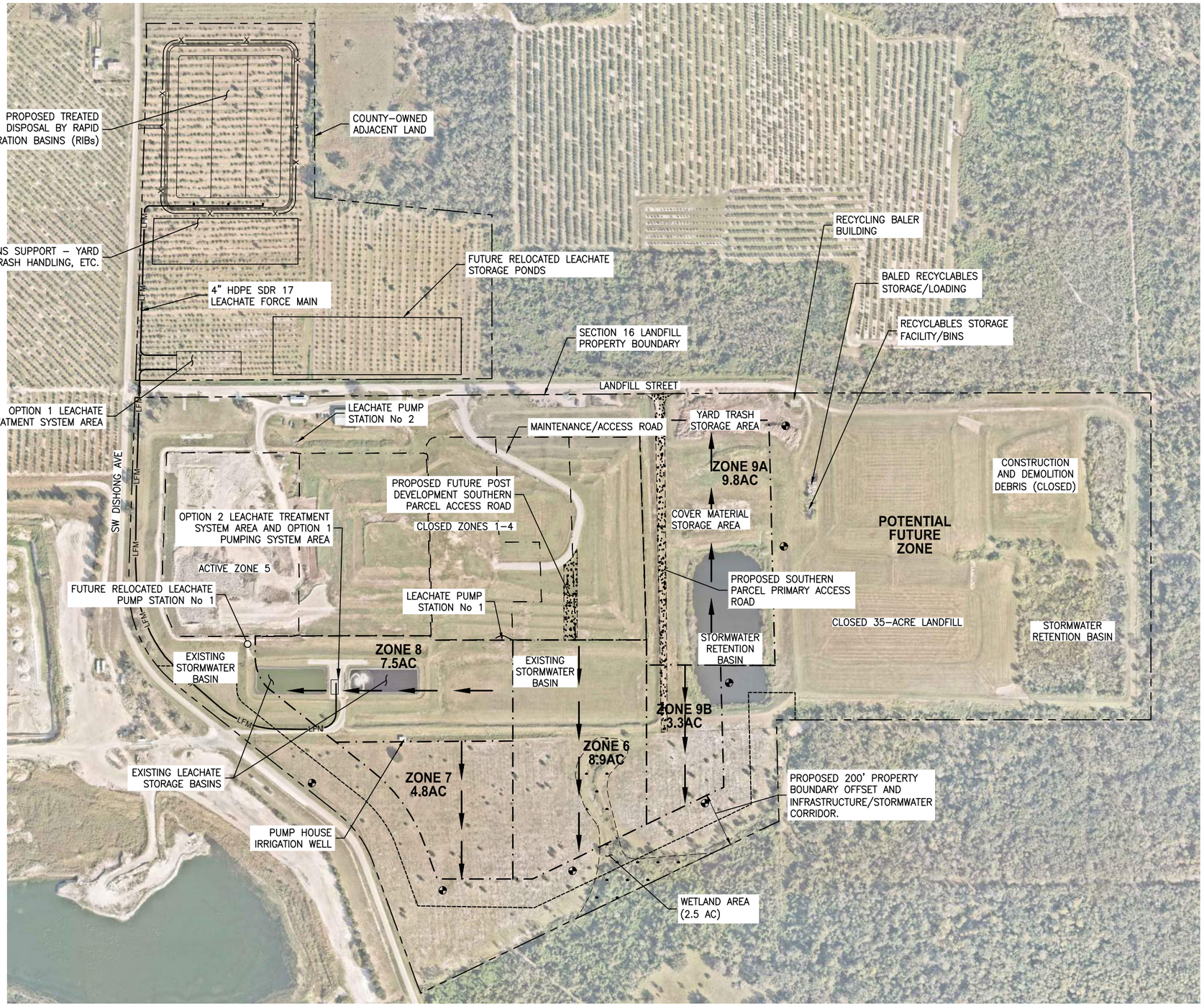

N

GRAPHIC SCALE
0 100 200 400
SCALE IN FEET

LEGEND

- PROPERTY LINE
- WETLAND LINE
- EDGE OF LINER LINE
- FUTURE STORMWATER RETENTION BASIN
- LEACHATE COLLECTION TRENCH
- GROUNDWATER MONITORING WELL

FIGURE 9
LANDFILL EXPANSION ALTERNATIVE #1
CONCEPTUAL CELL LAYOUT
DESOTO COUNTY SECTION 16 LANDFILL
DESOTO COUNTY, FLORIDA

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N

GRAPHIC SCALE
0 100 200 400
SCALE IN FEET

LEGEND

- PROPERTY LINE
- WETLAND LINE
- EDGE OF LINER LINE
- FUTURE STORMWATER RETENTION BASIN
- LEACHATE COLLECTION TRENCH
- GROUNDWATER MONITORING WELL

FIGURE 10
LANDFILL EXPANSION ALTERNATIVE #2
CONCEPTUAL CELL LAYOUT
DESOTO COUNTY SECTION 16 LANDFILL
DESOTO COUNTY, FLORIDA

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Appendix B

Population and Waste Generation Projections

JonesEdmunds	PROJECT NUMBER: 04185-004-01		SHEET: 1 of 5	
	PROJECT NAME: DeSoto County's Landfill Master Plan			
	SUBJECT: Capacity Analysis			
	BY:	M.Morse & M.Deaderick	Date:	7/14/2025
	CHECKED BY:	M.Deaderick	Date:	7/31/2025

Objectives:

1) To determine the remaining capacity of the existing Zone 5 at the DeSoto County Section 16 Landfill.

Assumptions:

1) Waste generation growth rates are directly proportional to population growth rates.
2) Waste apparent density is 1425 lb/CY, based on 2015-2024 average apparent waste density from County and annual surveys.

Waste Density:

$$\rho_i = \frac{Class\ I\ Materials\ Received\ (tons)}{Volume\ Consumed\ (CY)} * (2000 \frac{\text{lbs}}{\text{ton}})$$

1,425 *lbs/CY* *(Reference 1)*

0.71 *tons/CY*

Population Projections for Citrus County

Data:

Population Projections for DeSoto County					
Year	Population[1,2]	Annual Rate of Change	Year	Population	Annual Rate of Change
(yr)		*(%/yr)*	*(yr)*		*(%/yr)*
2023	34,974	-	2040	41,300	0.64%
2024	36,744	5.06%	2041	41,518	0.53%
2025	36,900	0.42%	2042	41,737	0.53%
2026	37,215	0.85%	2043	41,957	0.53%
2027	37,532	0.85%	2044	42,178	0.53%
2028	37,852	0.85%	2045	42,400	0.53%
2029	38,175	0.85%	2046	42,598	0.47%
2030	38,500	0.85%	2047	42,797	0.47%
2031	38,795	0.77%	2048	42,997	0.47%
2032	39,093	0.77%	2049	43,198	0.47%
2033	39,393	0.77%	2050	43,400	0.47%
2034	39,695	0.77%	2051	43,603	0.47%
2035	40,000	0.77%	2052	43,807	0.47%
2036	40,257	0.64%	2053	44,011	0.47%
2037	40,515	0.64%	2054	44,217	0.47%
2038	40,775	0.64%	2055	44,424	0.47%
2039	41,037	0.64%	2056	44,631	0.47%
Average Growth Rate[3]				1.0%	

[1] Population projection data retrieved from Florida Estimates of Population by the University of Florida's Bureau of Economic and Business Research (BEBR) and is based on "High" projections of population. *(Reference 2)*

[2] Estimated populations from 2051-2056 are extrapolated based on Average Growth Rate calculated based on Years 2045-2050 due to unavailability of BEBR estimates for this year range.

[3] The Average population Growth Rate was rounded up to conservatively estimate remaining lifespan.

Waste Acceptance Projections for the DeSoto County Section 16 Landfill

Data:

Waste Acceptance Projections for the DeSoto County Section 16 Landfill

Year (yr)	Waste Acceptance[1] (tons/year)	Tons per Day (tpd)	Annual Rate of Waste Acceptance Change (%)	Volume of Waste (cy/year)	Waste per Capita per Year (tons/person/year)
2015	25,217	82	-	41,792	0.7
2016	26,776	87	6.2%	37,847	0.8
2017	32,678	106	22.0%	41,646	0.9
2018	31,294	102	-4.2%	42,794	0.9
2019	28,413	93	-9.2%	32,640	0.8
2020	31,095	101	9.4%	41,893	0.8
2021	34,962	114	12.4%	58,374	1.0
2022	44,776	146	28.1%	63,699	1.3
2023	59,915	195	33.8%	101,367	1.7
2024	52,067	170	-13.1%	53,288	1.4
2025	56,441	184	8.4%	40,216	1.5
2026	61,182	199	8.4%	43,594	1.6
2027	66,321	216	8.4%	47,256	1.8
2028	71,892	234	8.4%	51,225	1.9
2029	77,931	254	8.4%	55,528	2.0
2030	84,478	275	8.4%	60,193	2.2
2031	85,322	278	1.0%	60,795	2.2
2032	86,176	281	1.0%	61,402	2.2
2033	87,037	284	1.0%	62,016	2.2
2034	87,908	286	1.0%	62,637	2.2
2035	88,787	289	1.0%	63,263	2.2
2036	89,675	292	1.0%	63,896	2.2
2037	90,571	295	1.0%	64,535	2.2
2038	91,477	298	1.0%	65,180	2.2
2039	92,392	301	1.0%	65,832	2.3
2040	93,316	304	1.0%	66,490	1.6
2041	94,249	307	1.0%	67,155	1.6
2042	95,191	310	1.0%	67,827	1.6
2043	96,143	313	1.0%	68,505	1.6
2044	97,105	316	1.0%	69,190	1.6
2045	98,076	319	1.0%	69,882	1.6
2046	99,057	323	1.0%	70,581	1.7
2047	100,047	326	1.0%	71,286	1.7
2048	101,048	329	1.0%	71,999	1.7
2049	102,058	332	1.0%	72,719	1.7
2050	103,079	336	1.0%	73,446	1.7
2051	104,109	339	1.0%	74,181	1.7
2052	105,151	343	1.0%	74,923	1.7
2053	106,202	346	1.0%	75,672	1.7
2054	107,264	349	1.0%	76,429	1.7
2055	108,337	353	1.0%	77,193	1.7
2056	109,420	356	1.0%	77,965	1.7
Average Historical Waste Acceptance Growth Rate[1] *(Between 2015 - 2024)*			**8.4%**		

1) Waste Acceptance growth rate was varied based on reasonable assumptions. A higher short-term growth rate was used for the next 5 years of operation (10% Annually), which is based on an average of the annual waste growth rate from 2015 through 2024. A smaller annual growth rate was assumed for the remainder of the estimates, 1% was used to mirror average population growth (based on BEBR high growth population estimates).

Projected Lifespan of Zone 5

Data:

Apparent Density	0.71	*tons/CY*
Remaining Capacity of Existing Site (Zone 5)	331,372	*CY*
Current Annual Waste Growth Rate	8.4%	
Lifespan Projection Start Date	1/1/2025	

Calculations:

Projected Lifespan of Active Site and Future Expansion

Year	Waste Acceptance Rate[1] (tons/yr)	Waste Acceptance Rate[1] (CY/yr)	Remaining Volume Existing Zones 1 - 5 (CY)
2024	52,067	53,288	331,372
2025	56,441	79,212	252,160
2026	61,182	85,866	166,293
2027	66,321	93,079	73,214
2028	71,892	100,898	(27,684)
Zone 5 Projected Lifespan (Years)			***3.7***
Anticipated Closure Date:			***Sep-2028***

1) Waste Acceptance Rate in (tons/yr) based on a 8.4% growth from the previous year. Waste Acceptance Rate in (CY/yr). based on an apparent density of 1425 lbs/CY.

Conclusion:

The expected closure date of Zone 5 is approximately 3.7 years from January 01, 2025, in September 2028.

References:

1. 2019 and 2024 "Remaining Site Life Reports" submitted by the DeSoto County Engineer
2. "Projects of Florida Population by County, 2025-2050, with Estimates for 2023" released by the University of Florida Bureau of Economic and Business Research (UF BEBR)

Projected Lifespan of Alternative #1

Data:

Apparent Density	0.71 *tons/CY*
Zone 6 Volume	440,000 *CY*
Zone 7 Volume	300,000 *CY*
Zone 8 Volume	1,200,000 *CY*
Zone 9A Volume	550,000 *CY*
Zone 9B Volume	250,000 *CY*
Assumed Annual Waste Growth Rate, 2025-2030	8.4%
Assumed Annual Waste Growth Rate, 2031-2056	1.0%
Zone 5 End of Operating Life	Sep-2028

Calculations:

Projected Lifespan of Future Expansion

Year	Waste Acceptance Rate[1] (tons/yr)	Waste Acceptance Rate[1] (CY/yr)	Remaining Volume Zone 6 (CY)	Remaining Volume Zone 7 (CY)	Remaining Volume Zone 8 (CY)	Remaining Volume Zone 9A (CY)	Remaining Volume Zone 9B (CY)
2027	66,321	93,079	440,000				
2028	71,892	100,898	412,316				
2029	77,931	109,373	302,943				
2030	84,478	118,561	184,383				
2031	85,322	119,746	64,637	300,000			
2032	86,176	120,944	(56,307)	243,693			
2033	87,037	122,153		121,540	1,200,000		
2034	87,908	123,375		(1,835)	1,198,165		
2035	88,787	124,608			1,073,557		
2036	89,675	125,854			947,703		
2037	90,571	127,113			820,590		
2038	91,477	128,384			692,206		
2039	92,392	129,668			562,538		
2040	93,316	130,965			431,573		
2041	94,249	132,274			299,299		
2042	95,191	133,597			165,702		
2043	96,143	134,933			30,769	550,000	
2044	97,105	136,282			(105,513)	444,487	
2045	98,076	137,645				306,842	
2046	99,057	139,022				167,820	
2047	100,047	140,412				27,409	250,000
2048	101,048	141,816				(114,407)	135,593
2049	102,058	143,234					(7,641)

Zone 6 Projected Lifespan (Years) = 3.8
Zone 6 Anticipated Closure Date = Jul-2032
Zone 7 Projected Lifespan (Years) = 2.5
Zone 7 Anticipated Closure Date = Dec-2034
Zone 8 Projected Lifespan (Years) = 9.2
Zone 8 Anticipated Closure Date = Mar-2044
Zone 9A Projected Lifespan (Years) = 4.0
Zone 9A Anticipated Closure Date = Mar-2048
Zone 9B Projected Lifespan (Years) = 1.8
Zone 9B Anticipated Closure Date = Dec-2049

JonesEdmunds

PROJECT NUMBER: 04185-004-01 SHEET: 5 of 5
PROJECT NAME: DeSoto County's Landfill Master Plan
SUBJECT: Capacity Analysis - Alternative #2
BY: M.Morse Date: 7/30/2025
CHECKED BY: M.Deaderick Date: 7/31/2025

Projected Lifespan of Alternative #2

Data:

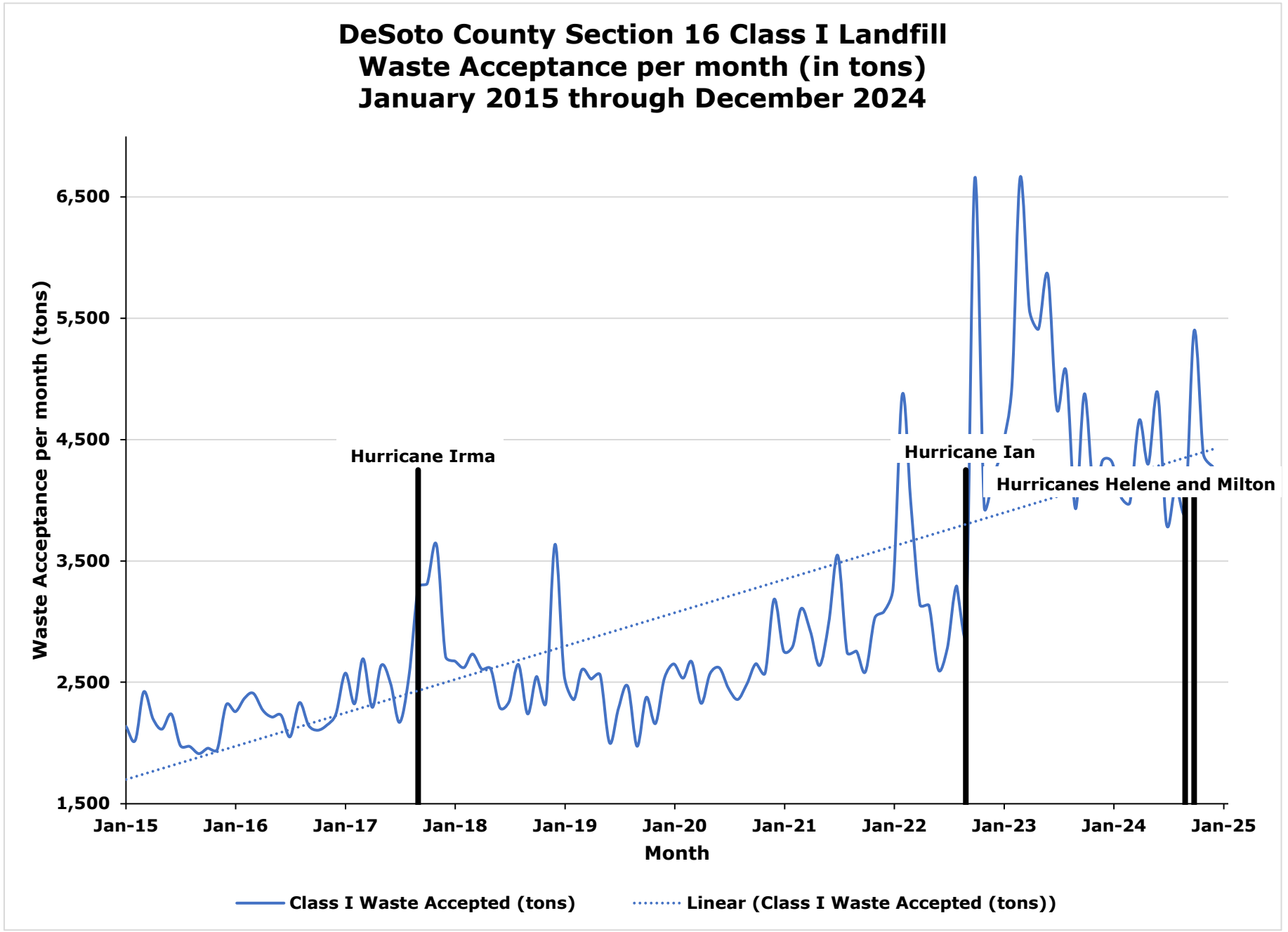
Apparent Density	0.71 *tons/CY*
Zone 6 Volume	440,000 *CY*
Zone 7 Volume	300,000 *CY*
Zone 8 Volume	90,000 *CY*
Assumed Annual Waste Growth Rate, 2025-2030	8.4%
Assumed Annual Waste Growth Rate, 2031-2056	1.0%
Zone 5 End of Operating Life	Sep-2028

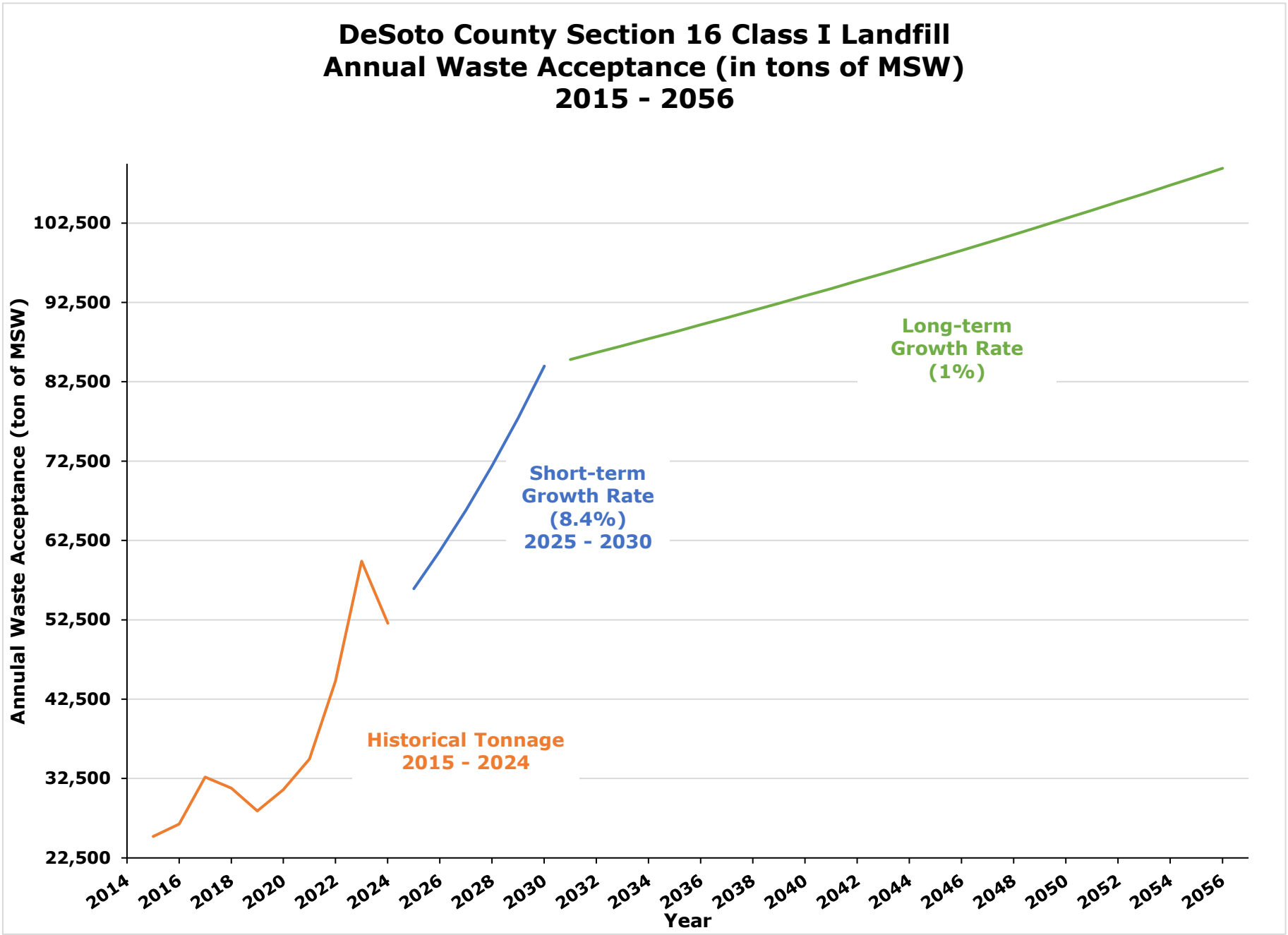
Calculations:

Projected Lifespan of Future Expansion

Year	Waste Acceptance Rate[1] (tons/yr)	(CY/yr)	Remaining Volume Zone 6 (CY)	Remaining Volume Zone 7 (CY)	Remaining Volume Zone 8 (CY)
2027	66,321	93,079	440,000		
2028	71,892	100,898	412,316		
2029	77,931	109,373	302,943		
2030	84,478	118,561	184,383		
2031	85,322	119,746	64,637	300,000	
2032	86,176	120,944	(56,307)	243,693	
2033	87,037	122,153		121,540	90,000
2034	87,908	123,375		-1,835	88,165
2035	88,787	124,608			(36,443)

Zone 6 Projected Lifespan (Years) = 3.8
Zone 6 Anticipated Closure Date = Jul-2032
Zone 7 Projected Lifespan (Years) = 2.5
Zone 7 Anticipated Closure Date = Dec-2034
Zone 8 Projected Lifespan (Years) = 0.7
Zone 8 Anticipated Closure Date = Sep-2035


DeSoto County Section 16 Class I Landfill
Waste Acceptance per month (in tons)
January 2015 through December 2024
Waste Acceptance per month (tons)
6,500
5,500
4,500
3,500
2,500
1,500
Hurricane Irma
Hurricane Ian
Hurricanes Helene and Milton
Jan-15
Jan-16
Jan-17
Jan-18
Jan-19
Jan-20
Jan-21
Jan-22
Jan-23
Jan-24
Jan-25
Month
Class I Waste Accepted (tons)
Linear (Class I Waste Accepted (tons))


DeSoto County Section 16 Class I Landfill
Annual Waste Acceptance (in tons of MSW)
2015 - 2056
Annulal Waste Acceptance (ton of MSW)
102,500
92,500
82,500
72,500
62,500
52,500
42,500
32,500
22,500
2014
2016
2018
2020
2022
2024
2026
2028
2030
2032
2034
2036
2038
2040
2042
2044
2046
2048
2050
2052
2054
2056
Year
Long-term
Growth Rate
(1%)
Short-term
Growth Rate
(8.4%)
2025 - 2030
Historical Tonnage
2015 - 2024

Reference #1 (excerpt)

Desoto County
Board of County Commissioners
Engineering Department
201 East Oak Street; Suite 204
Arcadia, Florida 34266

Memorandum

To: Tiffany Mangold, CPA, Audit Manager, Purvis Grey

From: Michael Giardullo, P.E., DeSoto County Engineer, Weiler Engineering

Date: March 9, 2020

Re: DeSoto County Landfill – Zone 4

The DeSoto County Engineering Division has performed survey and engineering work for Zone 4 of the landfill as of January 2, 2020 as shown in the attached report and survey. A digital surface analysis was completed to determine the total available volume remaining within Zone 4 as this portion of the facility approaches the design capacity. The digital surface was created from the design plans which yielded a value of 430,000 CY for the capacity of Zone 4. This capacity is consistent with the permitted capacity of FDEP Permit 42079-004-SO/01. The completed computer analysis showed a total of 11,884 CY remaining in Zone 4. As of January 21, 2020, it is estimated that the landfill is currently at 97.2% capacity.

The attached Landfill Report shows that a total of 32,640 CY of solid waste and cover material has been added to the landfill from January 2019 through December 2019. Based on waste collection trends, a conservative estimate of the Zone 4 remaining useful life is approximately 2-3 months.

Cell 5 of the DeSoto County Landfill began accepting waste in the end of the 2019 calendar year with a minimal amount of waste accepted. This cell has a design useful life of 12.3 years. Based on this information, the DeSoto County Landfill is anticipated to receive waste for the next 12.5 years (+/-) or until another expansion occurs. Cell 5 will be included in the next (2020) useful life update.

Michael J. Giardullo, P.E., DeSoto County Engineer
Florida Registration No. 70676
The Weiler Engineering Corporation
EB #6656

Reference #1 (excerpt)

Zone 4 of the DeSoto County Section 16 landfill was constructed in September 2006 and began operation in April 2007. The landfill is open from 7:30am to 4:00pm Monday-Saturday. All loads are weighed at the scale house upon entrance to the facility. It is anticipated that this zone will reach the permitted capacity of 430,000 CY within the next 2-3 months if the waste collection trend continues. From January 2019 to December 2019, a total of 32,640 CY of solid waste and cover material was added to Zone 4. Zone 5 of the landfill is now open and accepting waste; however, the volume of waste added in Zone 5 in 2019 was minimal and was not included into the Design Life report for 2019.

As required as part of permit condition #13c, topographic information is gathered on a yearly basis to determine the amount of solid waste and cover material that has been placed within Zone 4 during that year. In past years, a summary of design life calculations has been provided. The previously shown table depicted the calculated volume (CY), cumulative calculated volume (CY), remaining Zone 4 volume (CY), report period (Yr), waste collection trend (CY/Yr), and estimated design life (Yr) were shown. Survey field work for this report was completed on January 21, 2020. As the life of this zone is coming to an end, the method of calculating the remaining life was altered. The estimated remaining life of Zone 4 was determined through a comparison of 3D profiles of the current and final conditions as opposed to a cumulative approach of waste added each year as in previous remaining useful life estimates.

Table 1: Summary of Design Life

Volume Utilized in 2018 (CY)	Permitted Zone Capacity (CY)	Available Capacity (CY)	Estimated Design Life (Yr)
32,640	430,000	11,884	0.16-0.25

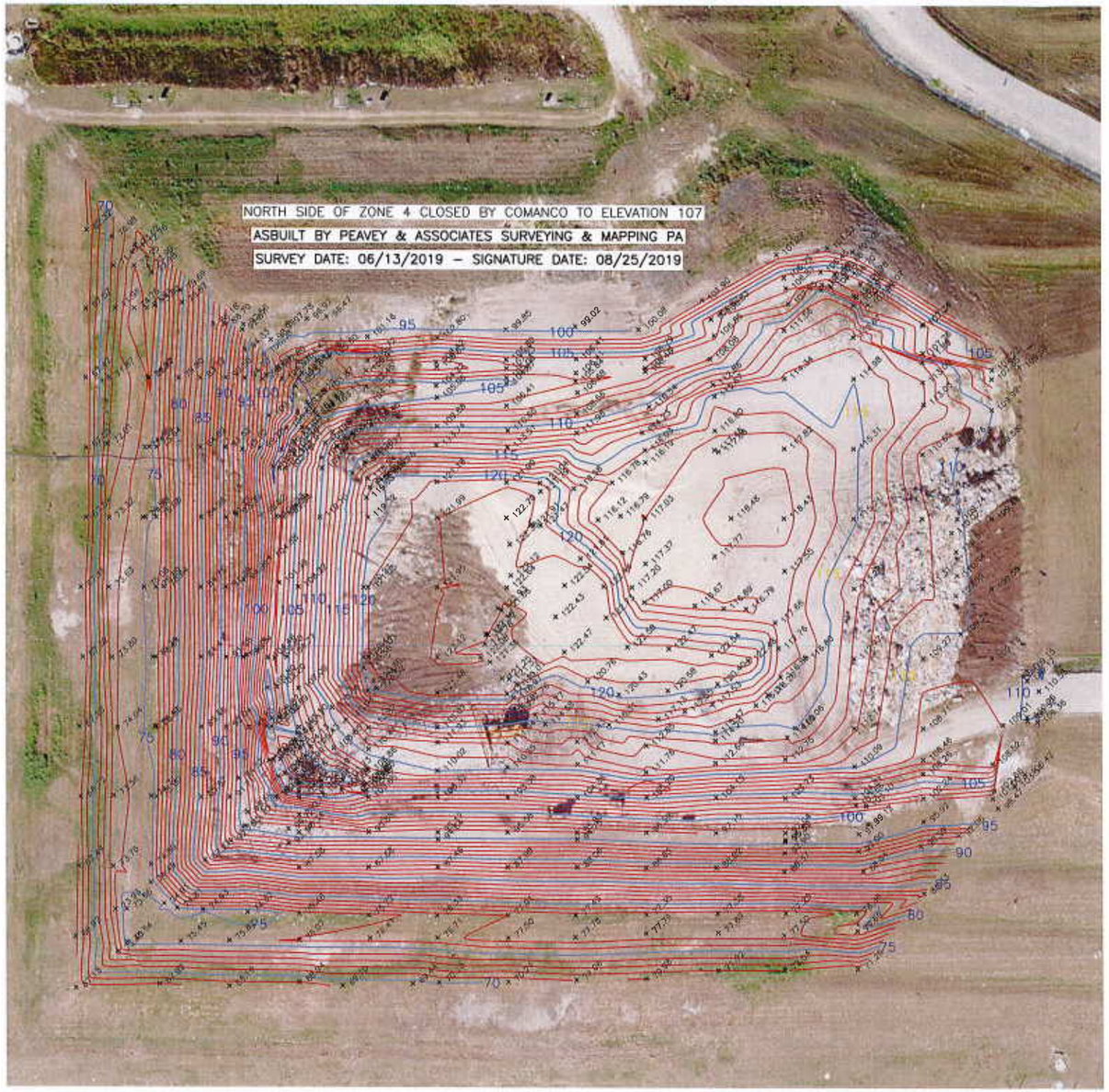
Michael J. Giardullo, P.E., DeSoto County Engineer
Florida Registration No. 70676
The Weiler Engineering Corporation
EB #6656

Reference #1 (excerpt)

Based on the annual trend of waste and cover material added over recent years, it is anticipated that Zone 4 will reach capacity in the next few months depending on how much waste is placed in Zone 4 vs Zone 5. In addition, minor field adjustments such as a relocation of the shelf on the west slope from the design elevation 85 to approximately elevation 75 as shown in Section A-A of the survey reduce the available capacity. As such a range in estimated design life is provided. Finally, there have been discussions of relocating solid waste from the extents of Zone 4 as part of the ongoing Zone 5 liner construction. This waste material may be relocated within Zone 4. Best available information at the time of this report indicates that this volume of cover and solid waste may be upwards of 5,000 CY. The exact volume of solid water which may be relocated is undetermined. The County should be aware that if material is relocated within Zone 4, the available capacity of Zone 4 will be further reduced beyond the normal waste collection trend.

Michael J. Giardullo, P.E., DeSoto County Engineer
Florida Registration No. 70676
The Weiler Engineering Corporation
EB #6656

Reference #1



N

ASSUMED

0 50 100
SCALE IN FEET

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"= 100' OR SMALLER

LEGEND:

MAJOR CONTOUR
MINOR CONTOUR

NOTES:

1. DATE OF LAST FIELD WORK: JANUARY 02, 2020

2. THE ASBUILT SURVEY INTENT IS TO SHOW THE CONFIGURATION OF THE LANDFILL AT TIME OF ASBUILT SURVEY.

3. THE ASBUILT SURVEY WAS PERFORMED USING TRIMBLE R8 RTK GLOBAL POSITIONING SYSTEM UTILIZING THE TRIMBLE VRS NETWORK, STATE PLANE FLORIDA WEST ZONE COORDINATE GRID. THE REFERENCE NGS BENCHMARKS ARE LISTED IN THE BENCHMARK INFORMATION TABLE. FIELD RECOVERED AS PART OF THE ASBUILT SURVEY PROCESS.

4. THE ASBUILT SURVEY USES FOR A BACKGROUND A AERIAL PHOTOGRAPH BY OTHERS.

5. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES.

6. ELEVATIONS SHOWN ARE NGVD 1929 DATUM.

BENCHMARK INFORMATION TABLE

NGS L 639 – DJ6103
TOP BRASS DISK IN
CONCRETE MONUMENT
ELEV. 14.27 NAVD 1988 DATUM
ELEV. 15.40 NGVD 1929 DATUM

NGS K 639 – DJ6100
TOP OF STAINLESS STEEL ROD IN
IN CAPPED WELL
ELEV. 11.21 NAVD 1988 DATUM
ELEV. 12.34 NGVD 1929 DATUM

LEGEND:

NGS – NATIONAL GEODETIC SURVEY
NGVD – NATIONAL GEODETIC VERTICAL DATUM
NAVD – NORTH AMERICAN VERTICAL DATUM
ELEV. – ELEVATION
RTK – REAL TIME KINEMATIC

THIS SURVEY IS ONLY FOR THE BENEFIT OF:

DESOTO COUNTY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY.

IN MY PROFESSIONAL OPINION, AS A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE AND PLATTED UNDER MY DIRECTION, DATED AS SHOWN IN NOTE 1 ABOVE AND MADE IN ACCORDANCE WITH CHAPTER 472.027, FLORIDA STATUTES.

LELAND CLAYTON GATES, III
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS5710

DATE SIGNED: 08/10/20

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS CERTIFICATION IS TO THE DATE OF LAST FIELD WORK AS SHOWN AND NOT THE SIGNATURE DATE.

DATE OF PHOTOGRAPHY 02/2017

DESOTO COUNTY - LANDFILL

DESOTO COUNTY
DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

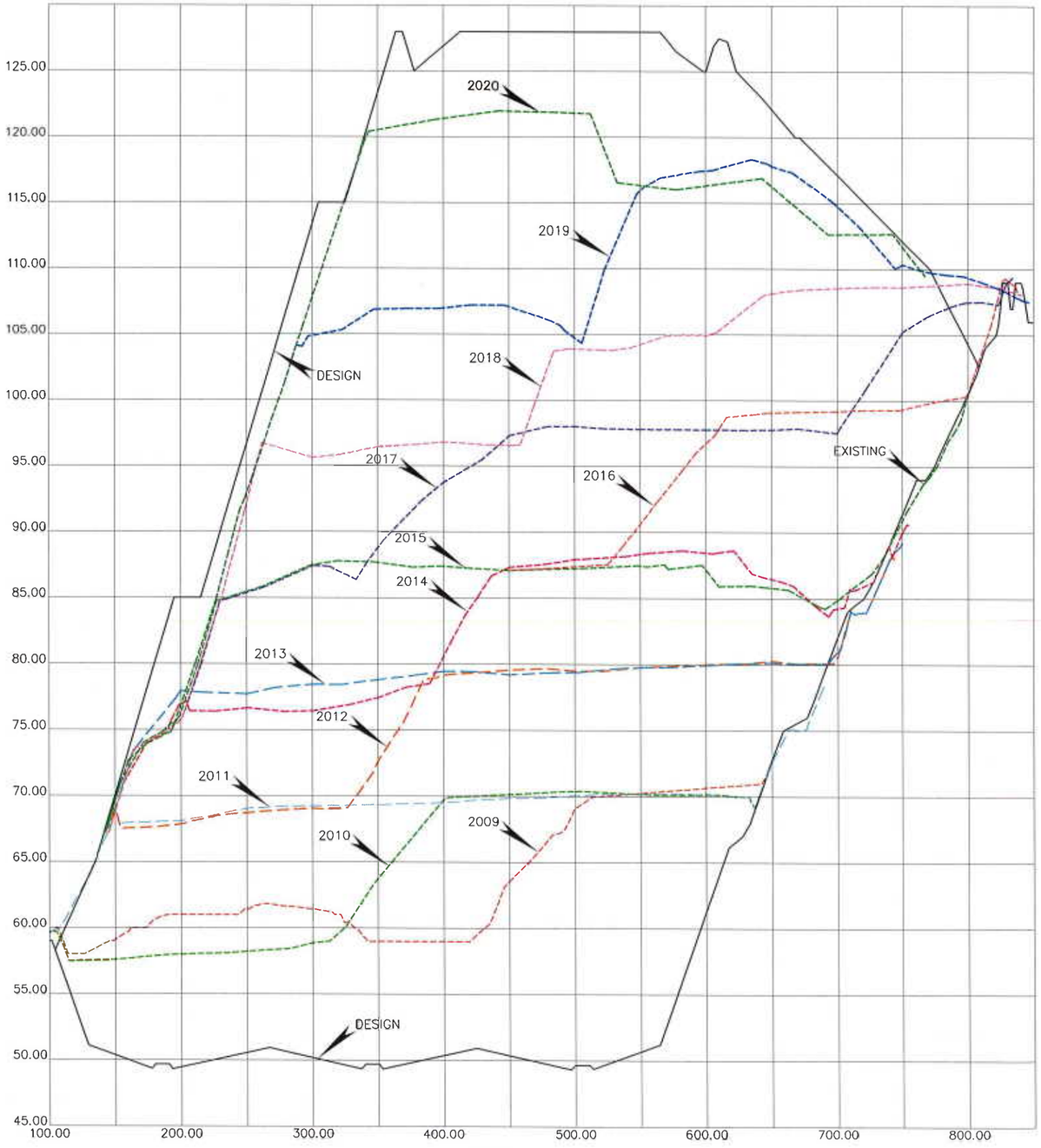
201 EAST OAK STREET, SUITE 201 OFFICE 863-491-7543
ARCADIA, FLORIDA 34266 FAX 863-491-6163

ASBUILT SURVEY - EXISTING CONDITIONS

DATE	FILE NO.	SCALE	SHEET
03/06/2020	16-38-24-0000-0023-0000	1" = 100'	1 OF 1

N:\c.gates\38-24-16-0000-0023-0000 LANDFILL\ANNUAL REPORTS\16-38-24 0000-0023-0000 2020 SITE ASBUILT SURVEY C3D EXP 010620.dwg (2020 11X17 ASBUILT SURVEY) c.gates

Reference #1



SECTION A-A

SCALE: HORZ. 1" = 100'
VERT. 1" = 10'

LEGEND:

- 2020 MAJOR CONTOUR
- 2020 MINOR CONTOUR
- 2019 MAJOR CONTOUR
- 2019 MINOR CONTOUR

0 50 100
SCALE IN FEET

DATE OF PHOTOGRAPHY 2017

DESOTO COUNTY - LANDFILL

DESOTO COUNTY
DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

201 EAST OAK STREET, SUITE 201 OFFICE 863-491-7543
ARCADIA, FLORIDA 34266 FAX 863-491-6163

2019 AND 2020 AND COMPARISON

DATE	FILE NO.	SCALE	SHEET
01/24/2020	16-38-24-0000-0023-0000	AS SHOWN	1 OF 1

N:\c.gates\38-24-16-0000-0023-0000 LANDFILL\ANNUAL REPORTS\16-38-24 0000-0023-0000-0023-0000 2020 REPORT C3D 011620.dwg (PERMIT 11X17 REPORT 2020) c.gates Mar 10, 2020 - 9:03:

Desoto County
Board of County Commissioners
Engineering Department
201 East Oak Street; Suite 204
Arcadia, Florida 34266

Reference #1 (excerpt)

Memorandum

To: Tiffany Mangold, CPA, Audit Manager, Purvis Grey

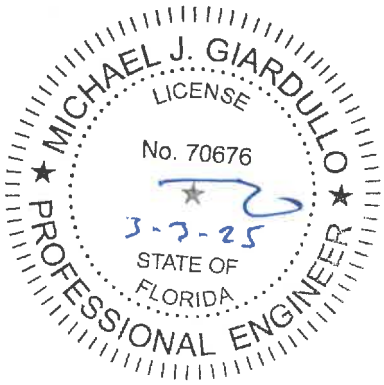
From: Michael Giardullo, P.E., DeSoto County Engineer, Weiler Engineering

Date: March 3, 2025

Re: DeSoto County Landfill – Zone 5

The DeSoto County Engineering Division has performed survey and engineering work for Zone 5 of the landfill as of December 16, 2024, as shown in the attached report and survey. A digital surface analysis was completed to determine the total available volume remaining within Zone 5. The digital surface was created from the design plans which yielded a value of 649,993 CY for the capacity of Zone 5. This capacity is consistent with the permitted capacity of FDEP Permit 42079-014-SC-01. The completed computer analysis showed a total of 318,621 CY remaining in Zone 5. As of December 2024, it is estimated that the landfill is currently at 49.02% capacity.

The attached landfill report shows that a total of 53,288 CY of solid waste and cover material has been added to the landfill from January 2024 to December 2024. This volume results in a remaining estimated volume of 318,621 CY. Based on the waste collection trends, the landfill has a remaining design life estimate of 5.20 years.



Michael J. Giardullo, P.E., DeSoto County Engineer
Florida Registration No. 70676
The Weiler Engineering Corporation
EB #6656

Reference #1
(excerpt)

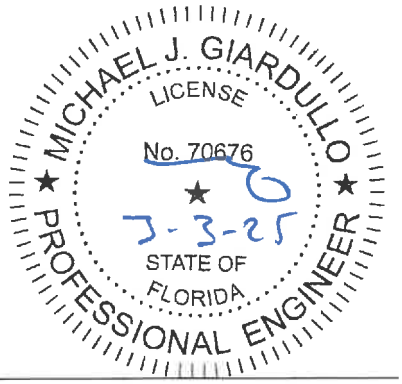
Executive Summary

Based on recent topographic survey and records from the DeSoto County Landfill, Zone 5 was placed into operation in December 2019 and has significant volume remaining. Zone 4 of the landfill was the section used for waste disposal and previously summarized in the past reports until 2020. In 2019, Zone 4 had approximately 2-3 months remaining before it reached capacity just as Zone 5 was nearing construction completion. With the construction of Zone 5 complete, this zone is now the primary area receiving waste. Zone 4 has not been completely filled to date; however, this zone is not actively being used.

Background

Zone 4 of the landfill has been the sole zone used since 2007 when the construction of Zone 5 was completed and cleared for use. Zone 4 was approaching capacity as of 2019 with only 2-3 months of remaining life. Since this time, no waste has been added to Zone 4 and therefore it has not yet reached its permitted capacity. Zone 5 of the DeSoto County Landfill began accepting waste in the beginning of the 2020 calendar year and is the primary disposal cell. As such, the focus of this report will be on the waste placed in Zone 5. The engineering design of Zone 5 estimated a design useful life of 12.3 years based on permitting documents with a waste collection trend of 52,234 CY/Year. During the first year of operation, the actual waste added to Zone 5 was under the yearly trend, which added additional years to the useful life. The remaining life calculation was based off the trends from Zone 5. The remaining life will be revised on an annual basis showing the yearly updates based on the most recent disposal trends.

In preparation for meeting condition #13.c. of the landfill permit, topographic data was gathered by survey grade GPS on December 16, 2024 for Zone 5. This provided a snapshot in time as to the solid waste and cover material that has been placed in Zone 5 to that date. No survey for Zone 4 was completed as the amount of wasted added to Zone 4 in 2024 was negligible.



Michael J. Giardullo, P.E., DeSoto County Engineer
Florida Registration No. 70676
The Weiler Engineering Corporation
EB #6656

Reference #1 (excerpt)

Operation

Zone 5 of the DeSoto County Section 16 landfill was constructed in late 2019 and began accepting solid waste in January 2020. The landfill is open from 7:30am to 4:00pm Monday-Saturday. All loads are weighed at the scale house upon entrance to the facility.

According to landfill records, Zone 5 received a total of 52,067 tons of waste from January 2024 through December 2024. Per the permitting documents for the landfill, Zone 5 would reach the permitted capacity of 649,993 CY by 2032 if the waste collection trend was approximately 52,234 CY/Year. From January 2024 through December 2024, a total of 53,288 CY of solid waste and cover material was added to Zone 5. This shows that approximately 49.02% of Zone 5 has been filled as of December 2024. The intake volume decreased from 2023, which was unusually large likely due to an increase in development within DeSoto County and post Hurricane Ian construction activity. If the current waste collection trend continues it appears that the remaining 331,372 CY will be used in 5.20 years. Table 1 summarizes this data below.

Table 1: Summary of Design Life Calculations for Zone 5

	Calculated Volume In (CY)	Cumulative Calculated Volume In (CY)	Remaining Zone 5 Volume In (CY)	Report Period (YR)	Waste Collection Trend (CY/YR)	Estimated Design Life (YR)
Jan-20			649,993			
	41,893					
Nov-20		41,893	608,100	0.92	45,701	13.31
	58,374					
Dec-21		100,267	549,726	2.00	50,134	10.97
	63,699					
Dec-22		163,966	486,027	3.00	54,655	8.89
	101,367					
Dec-23		265,333	384,660	4.00	66,333	5.80
	53,288					
Dec-24		318,621	331,372	5.00	63,724	5.20

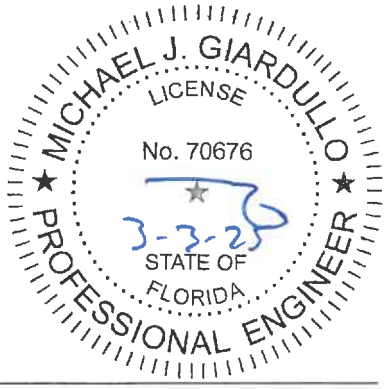
MICHAEL J. GIARDULLO LICENSE No. 70676 STATE OF FLORIDA PROFESSIONAL ENGINEER
2-3-25

Michael J. Giardullo, P.E., DeSoto County Engineer
Florida Registration No. 70676
The Weiler Engineering Corporation
EB #6656

Reference #1
(excerpt)

Basis of Calculation

A three-dimensional surface was created from topographic data gathered on December 16, 2024. The survey was completed using a Trimble R12 GPS Base & Rover Receiver and Trimble Survey Controller software running in Real Time Kinematic (RTK) GPS mode. The volume was calculated using AutoCAD surface comparison with the landfill as-built file. Please see the attached Survey's Report from Hyatt Survey, dated February 18, 2025 for additional information.



Michael J. Giardullo, P.E., DeSoto County Engineer
Florida Registration No. 70676
The Weiler Engineering Corporation
EB #6656

College of Liberal Arts and Sciences
Bureau of Economic and Business Research

Florida Population Studies

BEBR
Volume 57, Bulletin 198
January 2024

Projections of Florida Population by County, 2025–2050, with Estimates for 2023

Stefan Rayer, Population Program Director
Conor Comfort, Research Demographer

The Bureau of Economic and Business Research (BEBR) at the University of Florida has produced population projections for Florida and its counties since the 1970s. This report presents our 2024 set of projections and describes the methodology used to construct those projections. To account for uncertainty regarding future population growth, we publish three series of projections – low, medium, and high. We recommend using the medium series for most purposes; this series has historically provided the most accurate forecasts for Florida counties. It should be noted that these projections refer solely to the resident population of Florida; they do not include temporary or seasonal residents whose usual place of residence is in another jurisdiction.

State Projections

The starting point for the state-level projections was the decennial census count for April 1, 2020. Projections were made in one-year intervals using a cohort-component methodology in which births, deaths, and migration are projected separately for each age-sex cohort in Florida.

Survival rates were applied by single year of age and sex to project future deaths in the population. These rates were based on Florida Life Tables for 2012–2018, using mortality data published by the Office of Vital Statistics in the Florida Department of Health. We adjusted the survival rates for 2020–2028 to make them consistent with recent mortality trends, and to align the projected deaths with those from the State of Florida's Demographic Estimating Conference (DEC) held November 28, 2023. After 2028, we made small adjustments to the survival rates based on projected changes in survival rates released by the U.S. Census Bureau.

Domestic migration rates by age and sex were based on Public Use Microdata Sample (PUMS) files from the 2011–2019 American Community Survey (ACS) 1-year estimates and 2015–2019 ACS 5-year estimates. We calculated an average of those two sets of migration estimates; projections based on input data from more than one period tend to be more accurate than those based on a single period. By combining 1-year ACS estimates, which are more current, with 5-year ACS estimates, which are more stable, we make use of the different strengths of each type of ACS data.

We applied smoothing techniques to the migration rates by single year of age and sex to adjust for data irregularities caused by small sample sizes. The smoothed in- and out-migration rates were weighted to account for recent changes in Florida's population growth rates. Projections of domestic in-migration were made by applying weighted in-migration rates to the projected population of the United States (minus Florida), using the most recent set of national projections produced by the U.S. Census Bureau. Projections of out-migration were made by applying weighted out-migration rates to the Florida population. In both instances, rates were calculated separately for males and females for each age up to 90 and over.

Projections of Florida Population by County, 2025–2050, with Estimates for 2023

County and State	Estimates April 1, 2023	Projections, April 1 2025	2030	2035	2040	2045	2050
ALACHUA	293,040						
Low		282,700	285,300	284,000	280,000	274,800	269,300
Medium		300,800	317,000	329,300	338,400	345,600	352,000
High		318,800	348,700	374,600	396,800	416,500	434,700
BAKER	28,339						
Low		26,900	26,700	26,400	25,800	25,200	24,500
Medium		28,900	30,200	31,300	32,200	32,900	33,600
High		31,000	33,700	36,200	38,500	40,700	42,700
BAY	187,545						
Low		179,600	178,800	176,900	174,100	171,000	167,800
Medium		191,000	198,600	205,100	210,400	215,100	219,400
High		202,500	218,500	233,300	246,700	259,200	270,900
BRADFORD	27,389						
Low		26,000	25,400	24,700	23,900	23,200	22,600
Medium		27,700	28,200	28,600	28,900	29,200	29,500
High		29,300	31,100	32,500	33,900	35,200	36,400
BREVARD	640,773						
Low		618,800	625,100	625,000	619,200	610,400	600,100
Medium		658,300	694,600	724,600	748,300	767,700	784,500
High		697,700	764,100	824,300	877,400	925,100	968,800
BROWARD	1,973,579						
Low		1,906,400	1,899,700	1,876,000	1,842,400	1,806,200	1,771,100
Medium		2,006,700	2,076,200	2,125,800	2,161,100	2,189,300	2,213,800
High		2,107,000	2,252,700	2,375,600	2,479,900	2,572,400	2,656,600
CALHOUN	13,816						
Low		13,000	12,500	12,000	11,500	11,100	10,700
Medium		13,800	13,900	13,900	13,900	13,900	14,000
High		14,700	15,300	15,800	16,300	16,800	17,200
CHARLOTTE	204,126						
Low		198,700	204,200	207,000	207,900	208,000	206,900
Medium		211,300	226,900	240,000	251,300	261,600	270,500
High		224,000	249,600	273,000	294,600	315,300	334,000
CITRUS	162,240						
Low		156,400	157,800	157,300	155,400	152,900	150,400
Medium		166,400	175,400	182,400	187,800	192,300	196,500
High		176,400	192,900	207,500	220,200	231,800	242,700
CLAY	231,042						
Low		224,200	229,100	231,000	229,200	225,900	222,300
Medium		238,500	254,500	267,900	276,900	284,200	290,600
High		252,800	280,000	304,700	324,700	342,400	358,900
COLLIER	399,480						
Low		388,500	398,700	402,000	400,600	396,900	392,200
Medium		413,300	443,000	466,000	484,100	499,300	512,700
High		438,100	487,300	530,100	567,600	601,700	633,200
COLUMBIA	72,191						
Low		69,600	69,000	68,100	67,000	65,800	64,700
Medium		73,300	75,400	77,100	78,600	79,800	80,900
High		76,900	81,800	86,200	90,200	93,700	97,000
DESOTO	34,974						
Low		33,400	32,500	31,600	30,700	29,700	28,900
Medium		35,200	35,500	35,800	36,000	36,100	36,200
High		36,900	38,500	40,000	41,300	42,400	43,400
DIXIE	17,271						
Low		16,500	16,200	15,900	15,500	15,000	14,700
Medium		17,500	18,000	18,400	18,700	18,900	19,200
High		18,600	19,800	20,900	21,900	22,800	23,700

Appendix C

Cost Estimates

JonesEdmunds

PROJECT NUMBER: 04185-004-01 SHEET 1 of 2
PROJECT NAME: DeSoto County Section 16 Landfill Master Planning
SUBJECT: Alternative #1 Cost Estimate
BY: M.Morse DATE: 8/22/2025
CHECKED: M.Deaderick DATE: 8/22/2025

DeSoto County Section 16 Landfill
Master Plan Report: Landfill Expansion Alternative #1

Future Landfill Zone	Area (acres)	Waste Volume (CY)	Cell Capacity (tons)	Lifespan (years)	Design, Permitting, and Construction Assistance ($)	Construction Cost ($)	Other Costs ($)	Total Development Cost ($)	Development Cost per Ton ($/ton Disposal Capacity)	Comments
Zone 6	8.9	440,000	310,000	3.8	$1,750,000	$7,000,000	$ 630,000	$9,380,000	$30	Other Cost: Wetland mitigation credit purchase.
Zone 7	4.8	300,000	210,000	2.5	$1,750,000	$3,800,000		$5,550,000	$26	Development Cost per Ton: Only applicable to development of Zone 7 after Zone 6 due to ability to place waste over Zone 6.
Zone 8	7.5	1,200,000	860,000	9.2	$1,750,000	$5,900,000	$2,400,000	$10,050,000	$12	Other Cost: Leachate Storage Pond Relocation
Zone 9A	9.8	550,000	390,000	4.0	$1,750,000	$7,700,000	$3,100,000	$12,550,000	$32	Other Cost: Borrow pit dewatering infrastructure, operation, and soil fill importation/installation. Also includes relocation of some site operations.
Zone 9B	3.3	250,000	180,000	1.8	$1,750,000	$2,600,000		$4,350,000	$24	Development Cost per Ton: Only applicable to development of Zone 9 after Zone 8. Cost for pond backfilling included in Zone 8.
Total, All Zones	34.5	2,740,000	1,950,000	21.3	$8,750,000	$27,000,000	$6,130,000	$41,880,000	$21	

JonesEdmunds

PROJECT NUMBER: 04185-004-01 SHEET 2 of 2
PROJECT NAME: DeSoto County Section 16 Landfill Master Planning
SUBJECT: Alternative #2 Cost Estimate
BY: M.Morse DATE: 7/19/2025
CHECKED: G. Reinhart DATE: 7/30/2025

DeSoto County Section 16 Landfill
Master Plan Report: Landfill Expansion Alternative #2

Future Landfill Zone	Area (acres)	Waste Volume (CY)	Cell Capacity (tons)	Lifespan (years)	Design, Permitting, and Construction Assistance ($)	Construction Cost ($)	Other Costs ($)	Total Development Cost ($)	Development Cost per Ton ($/ton Disposal Capacity)	Comments
Zone 6	8.9	440,000	310,000	3.8	$1,750,000	$7,000,000	$ 630,000	$9,380,000	$30	Other Cost: Wetland mitigation credit purchase.
Zone 7	4.8	300,000	210,000	2.5	$1,750,000	$3,800,000		$5,550,000	$26	Development Cost per Ton: Only applicable to development of Zone 7 after Zone 6 due to ability to place waste over Zone 6.
Zone 8	2.0	90,000	60,000	0.7	$1,750,000	$1,600,000		$3,350,000	$56	Development Cost per Ton: Only applicable to development of Zone 8 after Zone 6 due to ability to place waste over Zone 6.
Total, All Zones	15.8	830,000	580,000	7.0	$5,250,000	$12,400,000	$630,000	$18,280,000	$32	

DeSoto County

10/28/2025

Item #: 12.

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

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

TITLE & DESCRIPTION:
Proclamation/Red Ribbon Week

REQUESTED MOTION:
To proclaim October 23-31, 2025 as Red Ribbon Week

SUMMARY:
Red Ribbon Week is an ideal way for people and communities to unite and take a visible stand against drugs. Show your personal commitment to a drug-free lifestyle through the symbol of the Red Ribbon from October 23-31, 2025.

DESOTO COUNTY, FLORIDA
PROCLAMATION

WHEREAS, Alcohol and other drug abuse in this nation has reached epidemic stages; and

WHEREAS, It is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and

WHEREAS, The National Family Partnership is sponsoring the National Red Ribbon Campaign® offering citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs); and

WHEREAS, The National Red Ribbon Campaign® will be celebrated in every community in America during "Red Ribbon Week®", October 23-31; and

WHEREAS, Business, government, parents, law enforcement, media, medical, religious institutions, schools, senior citizens, service organizations and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying Red Ribbons during this week-long campaign; and

WHEREAS, The County of DeSoto, further commits its resources to ensure the success of the Red Ribbon Campaign®;

NOW THERFORE, BE IT PROCLAIMED, that the Board of County Commissioners, DeSoto County, Florida hereby proclaim October 23-31, 2025, as;

"RED RIBBON WEEK"

PASSED AND DULY ADOPTED this 28th day of October, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

_____
Mandy Hines
County Administrator

_____
JC Deriso
Chairman

DeSoto County

10/28/2025

Item #: 13.

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

DEPARTMENT: Administrative Services
SUBMITTED BY: **Elicia Taylor, Accounts Payable Technician**
PRESENTED BY: **Peter Danao, Finance Director**

TITLE & DESCRIPTION:
Accounts and Warrants Drawn Per Schedule of Bills Payable.

REQUESTED MOTION:
To approve accounts and warrants drawn according to Schedule(s) of Bills Payable September 23, 2025-October 10, 2025.

SUMMARY:
Click or tap here to enter text.

BACKGROUND:
Checks and Warrants as follows: Truist Banks Consolidated Fund, Wire Transfers, Bank Drafts, Payroll Fund, and Check #315154-315404; Payroll Clearing Fund wire drafts; Local Housing-SHIP Fund Check #001798-001802; Utilities Capital Fund drafts #000542-000543; Flexible Spending Account Check #004806 Indigent Health Care Check #006843; DCVOL #N/A.

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

VENDOR SET: 01 Desoto County
BANK: * ALL BANKS
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	10/02/2025			315230		
C-CHECK	VOID CHECK	V	10/02/2025			315240		
C-CHECK	VOID CHECK	V	10/02/2025			315261		
C-CHECK	VOID CHECK	V	10/02/2025			315322		
C-CHECK	VOID CHECK	V	10/02/2025			315323		
C-CHECK	VOID CHECK	V	10/09/2025			315330		
C-CHECK	VOID CHECK	V	10/09/2025			315352		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	7	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	7	0.00	0.00	0.00
BANK: * TOTALS:	7	0.00	0.00	0.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5897		DESOTO COUNTY UTILITIES							
	I-25011	03-0003	D	9/24/2025	1,820.50		004796		1,820.50
4298		FIRST BANKCARD							
	I-92025-ACCT 3783	SEP 2025 PAYMENT	D	10/03/2025	34,817.01		004807		34,817.01
5004		WOMACK SANITATION INC - CURBSI							
	I-202510072041	END OF YEAR 2025	D	10/03/2025	580.56		004819		580.56
3288		FLORIDA DEPT OF REVENUE							
	I-202510072056	SEP SALES TAX	D	10/06/2025	482.82		004821		482.82
0704		DESOTO COUNTY SANITARY LANDFIL							
	I-202510082061	SEP 25 FAC MAIN	D	10/06/2025	2,326.50		004823		2,326.50
3288		FLORIDA DEPT OF REVENUE							
	I-202510092066	PARKS- STATE SALES TAX	D	10/09/2025	899.22		004824		899.22
5897		DESOTO COUNTY UTILITIES							
	I-2502	03-0003	D	10/09/2025	1,440.00		004825		1,440.00
5004		WOMACK SANITATION INC - CURBSI							
	I-202510092067	OCTOBER 2025 PYMT	D	10/03/2025	212,350.38		004826		212,350.38
5891		EXPLOSIVE TOUCH ENTERPRISES, L							
	I-0000609	FIREWORKS DEPOSIT	D	10/09/2025	15,000.00		004827		15,000.00
0268		CATERPILLAR FINANCIAL							
	I-37539925	2030762	D	10/10/2025	3,190.22		004831		3,190.22
0356		UNITED PARCEL SERVICE							
	I-0000FE9095345	FE9095	E	9/26/2025	30.40		006844		30.40
1298		FLORIDA DEPARTMENT OF							
	I-2K2179	AH2-7183	E	9/26/2025	61.82		006845		
	I-2K2219	AJ7-14231	E	9/26/2025	30.08		006845		
	I-2K2220	AJ7-8134	E	9/26/2025	4,960.35		006845		
	I-2K2221	AJ7-8134	E	9/26/2025	105.65		006845		
	I-2K2222	AJ7-9570357	E	9/26/2025	149.00		006845		5,306.90
1445		STAPLES ADVANTAGE							
	I-6040903248	396428	E	9/26/2025	163.88		006846		
	I-6041766388	396428	E	9/26/2025	39.52		006846		203.40

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2312		ARCADIA PRINTING,LLC							
	I-510159	UTILITIES	E	9/26/2025	79.99		006847		79.99
3547		MYAKKA HEATING & COOLING							
	I-25958	SERVICE ADMIN	E	9/26/2025	210.00		006848		
	I-26001	SERVICE CALL HEALTH DEPT	E	9/26/2025	1,229.00		006848		1,439.00
3931		VTECH							
	I-59017	OCTOBER MONTHLY BILLING	E	9/26/2025	450.00		006849		
	I-CAWI37837	CAWQ37837	E	9/26/2025	1,045.88		006849		1,495.88
5065		JAMES F. POTTER, SHERIFF							
	I-202509221960	S BONVILLE	E	9/26/2025	36.00		006850		
	I-202509221961	R BATTLE	E	9/26/2025	28.00		006850		
	I-202509221962	J WOOTEN	E	9/26/2025	36.00		006850		100.00
5319		AMAZON CAPITAL SERVICES INC.							
	I-14HRP9LVV97L	A2QZQZIX4LDSB5	E	9/26/2025	285.58		006851		
	I-179W6LYY1TTH	A2QZQZIX4LDSB5	E	9/26/2025	91.18		006851		
	I-17QJ6CYYXMFG	A2QZQZIX4LDSB5	E	9/26/2025	835.05		006851		
	I-1CQXNQGPWP4F	A2QZQZIX4LDSB5	E	9/26/2025	919.96		006851		
	I-1QJNQ4N1TH3T	A2QZQZIX4LKDSB5	E	9/26/2025	257.93		006851		
	I-1YM1PVPC3H6C	A2QZQZIX4LDSB5	E	9/26/2025	138.99		006851		2,528.69
5754		GENSERVE, LLC							
	I-0553565IN	60-DESOTO	E	9/26/2025	338.84		006852		338.84
5790		DESTINATION BY DESIGN PLANNING							
	I-INV1132	CAMPAIGN LANDING PAGE	E	9/26/2025	3,000.00		006853		3,000.00
3254		JOHNSON ENGINEERING, LLC							
	I-6810	20247120-000	E	9/26/2025	4,330.59		006854		
	I-6811	20247120-001	E	9/26/2025	16,050.51		006854		
	I-6812	20247120-002	E	9/26/2025	16,071.64		006854		36,452.74
4924		ROGERS PETROLEUM							
	I-1201615	DCTRAN-CL	E	9/26/2025	400.61		006855		
	I-1201835	DCTRAN-CL	E	9/26/2025	875.89		006855		
	I-1201946	DCTRAN-CL	E	9/26/2025	785.84		006855		
	I-1202180	DCTRAN-CL	E	9/26/2025	538.47		006855		2,600.81
4927		ROGERS PETROLEUM							
	I-1201103	DCFACIL-CL	E	9/26/2025	58.75		006856		
	I-1202057	DCFACIL-CL	E	9/26/2025	52.30		006856		
	I-1202176	DCFACIL-CL	E	9/26/2025	66.99		006856		178.04

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DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4929		ROGERS PETROLEUM							
	I-1199968	DCDEVEL-CL	E	9/26/2025	56.14		006857		
	I-1200630	DCDEVEL-CL	E	9/26/2025	46.58		006857		
	I-1200780	DCDEVEL-CL	E	9/26/2025	47.00		006857		
	I-1201211	DCDEVEL-CL	E	9/26/2025	51.95		006857		
	I-1201941	DCDEVEL-CL	E	9/26/2025	48.45		006857		
	I-1202542	DCDEVEL-CL	E	9/26/2025	51.68		006857		301.80
4933		ROGERS PETROLEUM							
	I-1201010	DCENVIR-CL	E	9/26/2025	321.98		006858		
	I-1201212	DCENVIR-CL	E	9/26/2025	35.12		006858		
	I-1201942	DCENVIR-CL	E	9/26/2025	466.77		006858		823.87
4934		ROGERS PETROLEUM							
	I-1201831	DCCODE-CL	E	9/26/2025	31.88		006859		
	I-1202175	DCCODE-CL	E	9/26/2025	60.49		006859		92.37
4941		ROGERS PETROLEUM							
	I-1202056	DCENGIN-CL	E	9/26/2025	61.72		006860		61.72
4942		ROGERS PETROLEUM							
	I-1199970	DCPUBAD-CL	E	9/26/2025	55.88		006861		
	I-1199971	DCEMS-CL	E	9/26/2025	37.82		006861		
	I-1199972	DCFIRE-CL	E	9/26/2025	92.38		006861		
	I-1200000	DCEMS-CL	E	9/26/2025	60.02		006861		
	I-1200001	DCFIRE-CL	E	9/26/2025	69.40		006861		
	I-1200072	DCPUBAD-CL	E	9/26/2025	141.81		006861		
	I-1200073	DCEMS-CL	E	9/26/2025	83.39		006861		
	I-1200074	DCFIRE-CL	E	9/26/2025	93.21		006861		
	I-1200230	DCEMS-CL	E	9/26/2025	100.71		006861		
	I-1200231	DCFIRE-CL	E	9/26/2025	64.38		006861		
	I-1200260	DCEMS-CL	E	9/26/2025	79.18		006861		
	I-1200261	DCFIRE-CL	E	9/26/2025	130.02		006861		
	I-1200273	DCFIRE-CL	E	9/26/2025	11.96		006861		
	I-1200632	DCPUBAD-CL	E	9/26/2025	177.87		006861		
	I-1200633	DCEMS-CL	E	9/26/2025	82.94		006861		
	I-1200634	DCFIRE-CL	E	9/26/2025	182.90		006861		
	I-1200783	DCEMS-CL	E	9/26/2025	38.31		006861		
	I-1200784	DCFIRE-CL	E	9/26/2025	104.06		006861		
	I-1201012	DCPUBAD-CL	E	9/26/2025	55.88		006861		
	I-1201013	DCEMS-CL	E	9/26/2025	34.98		006861		
	I-1201014	DCFIRE-CL	E	9/26/2025	67.27		006861		
	I-1201104	DCPUBAD-CL	E	9/26/2025	79.92		006861		
	I-1201105	DCEMS-CL	E	9/26/2025	93.66		006861		
	I-1201106	DCFIRE-CL	E	9/26/2025	65.21		006861		
	I-1201214	DCEMS-CL	E	9/26/2025	68.36		006861		
	I-1201215	DCFIRE-CL	E	9/26/2025	155.87		006861		
	I-1201242	DCPUBAD-CL	E	9/26/2025	13.87		006861		

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DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-1201243	DCFIRE-CL	E	9/26/2025	13.13		006861		
	I-1201262	DCEMS-CL	E	9/26/2025	72.85		006861		
	I-1201263	DCFIRE-CL	E	9/26/2025	31.39		006861		
	I-1201612	DCPUBAD-CL	E	9/26/2025	26.38		006861		
	I-1201613	DCEMS-CL	E	9/26/2025	52.11		006861		
	I-1201614	DCFIRE-CL	E	9/26/2025	106.67		006861		
	I-1201833	DCEMS-CL	E	9/26/2025	49.85		006861		
	I-1201834	DCFIRE-CL	E	9/26/2025	56.38		006861		
	I-1201943	DCPUBAD-CL	E	9/26/2025	48.27		006861		
	I-1201944	DCEMS-CL	E	9/26/2025	38.30		006861		
	I-1201945	DCFIRE-CL	E	9/26/2025	9.43		006861		
	I-1202058	DCEMS-CL	E	9/26/2025	71.27		006861		
	I-1202059	DCFIRE-CL	E	9/26/2025	127.09		006861		
	I-1202178	DCEMS-CL	E	9/26/2025	39.31		006861		
	I-1202179	DCFIRE-CL	E	9/26/2025	61.27		006861		
	I-1202202	DCEMS-CL	E	9/26/2025	71.64		006861		
	I-1202203	DCFIRE-CL	E	9/26/2025	34.66		006861		
	I-1202218	DCEMS-CL	E	9/26/2025	55.95		006861		
	I-1202219	DCFIRE-CL	E	9/26/2025	147.95		006861		
	I-1202543	DCPUBAD-CL	E	9/26/2025	146.66		006861		
	I-1202544	DCEMS-CL	E	9/26/2025	59.88		006861		
	I-1202545	DCFIRE-CL	E	9/26/2025	73.70		006861		
	I-RP10006237	5128	E	9/26/2025	823.59		006861		
	I-RP10006238	5128	E	9/26/2025	603.14		006861		5,062.13
6101		SEMCO CONSTRUCTION, INC							
	I-4A	250103	E	9/26/2025	45,558.23		006862		45,558.23
6154		SUSAN D. POOLEY							
	I-202509251990	2025 TAX ROLL	E	9/26/2025	80,000.00		006863		
	I-202509251991	2025 TAX BILLS	E	9/26/2025	13,500.00		006863		93,500.00
4236		THE WEILER ENGINEERING CORPOR							
	I-3321	24052.006	E	9/26/2025	2,629.80		006864		2,629.80
5708		XCESSORIES SQUARED DEVELOPMENT							
	I-I00075022	DESOTOCT	E	9/26/2025	20,515.00		006865		20,515.00
0356		UNITED PARCEL SERVICE							
	I-0000FE9095105AA	UPS BILLING CHARGES	E	10/03/2025	38.14		006866		
	I-0000FE9095115AA	UPS BILLING CHARGES	E	10/03/2025	86.10		006866		124.24
0378		WOMACK SANITATION, INC.							
	I-0000096371	1052	E	10/03/2025	300.00		006867		300.00

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DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1445		STAPLES ADVANTAGE							
	I-6042160946	396428	E	10/03/2025	103.98		006868		
	I-6042160948	396428	E	10/03/2025	210.45		006868		
	I-6043139462	396428	E	10/03/2025	128.18		006868		
	I-6043139464	396428	E	10/03/2025	3.64		006868		
	I-6043139465	396428	E	10/03/2025	73.31		006868		519.56
2210		XEROX CORPORATION							
	C-020605808	721674687	E	10/03/2025	47.51CR		006869		
	I-023978167	721674687	E	10/03/2025	165.38		006869		
	I-023978168	721674687	E	10/03/2025	46.74		006869		
	I-024085407	721674687	E	10/03/2025	31.52		006869		
	I-024151786	721674687	E	10/03/2025	196.87		006869		
	I-024151787	721674687	E	10/03/2025	46.10		006869		
	I-024260184	721674687	E	10/03/2025	31.52		006869		
	I-024326216	721674687	E	10/03/2025	204.01		006869		
	I-024326217	721674687	E	10/03/2025	48.68		006869		
	I-024326219	725727242	E	10/03/2025	230.00		006869		953.31
3474		MILESTONE PROFESSIONAL SRVS,IN							
	I-3384	9/1-9/30/2025	E	10/03/2025	2,250.00		006870		2,250.00
4061		RAPID SYSTEMS, INC.							
	I-657438	PSD	E	10/03/2025	98.00		006871		98.00
4984		NEXAIR, LLC							
	I-0013764010	P4778	E	10/03/2025	276.62		006872		276.62
5319		AMAZON CAPITAL SERVICES INC.							
	I-17DY4NMD36W1	A2QZQZIX4LDSB5	E	10/03/2025	56.14		006873		
	I-191VN3PY3TQY	A2QZQZIX4LDSB5	E	10/03/2025	11.59		006873		
	I-1CD4Y9FJ3QRJ	A2QZQZIX4LDSB5	E	10/03/2025	318.00		006873		
	I-1JF71XGYX7J6	A2QZQZIX4LDSB5	E	10/03/2025	97.84		006873		
	I-1JHPLVGY33TN	A2QZQZIX4LDSB5	E	10/03/2025	969.21		006873		
	I-1KQWJYKJ1NK6	A2QZQZIX4LDSB5	E	10/03/2025	141.95		006873		
	I-1LRDHDCG1P3W	A2QZQZIX4LDSB5	E	10/03/2025	173.57		006873		
	I-1MFRRN3744M6	A2QZQZIX4LDSB5	E	10/03/2025	64.08		006873		
	I-1N9RY4WM1QK3	A2QZQZIX4LDSB5	E	10/03/2025	22.37		006873		
	I-1Q7WQRV63FNF	A2QZQZIX4LDSB5	E	10/03/2025	770.36		006873		
	I-1R3QKJTY3RDY	A2QZQZIX4LDSB5	E	10/03/2025	392.04		006873		
	I-1XV3GCJH1TQR	A2QZQZIX4LDSB5	E	10/03/2025	164.10		006873		3,181.25
5395		TELEFLEX, LLC							
	I-9510589537	141161	E	10/03/2025	1,100.00		006874		1,100.00

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DATE RANGE: 9/23/2025 THRU 10/10/2025

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5754		GENSERVE, LLC							
	I-0555125IN	60-DESOTO	E	10/03/2025	578.33		006875		
	I-0555129IN	60-DESOTO	E	10/03/2025	4,075.59		006875		
	I-0555131IN	60-DESOTO	E	10/03/2025	387.24		006875		5,041.16
4429		SHARRON REINHOLD							
	I-102025-INSURANCE	INSURANCE REIMBURSEMENT	E	10/03/2025	67.00		006876		67.00
6164		DEBRA WERTZ							
	I-202510022034	OCTOBER BUDGET DRAW	E	10/03/2025	160,035.25		006877		160,035.25
1413		NABORS, GIBLIN, & NICKERS							
	I-2222506402	FIRE -EMS ASSESSMENTS	E	10/03/2025	7,500.00		006878		
	I-2222506502	FIRE -EMS ASSESSMENTS	E	10/03/2025	6,375.00		006878		13,875.00
4924		ROGERS PETROLEUM							
	I-1202060	DCTRAN-CL	E	10/03/2025	1,658.21		006879		
	I-1202546	DCTRAN-CL	E	10/03/2025	163.50		006879		
	I-1202662	DCTRAN-CL	E	10/03/2025	1,329.10		006879		
	I-1202797	DCTRAN-CL	E	10/03/2025	542.29		006879		
	I-1202900	DCTRAN-CL	E	10/03/2025	1,541.66		006879		
	I-1202990	DCTRAN-CL	E	10/03/2025	924.66		006879		
	I-1203382	DCTRAN-CL	E	10/03/2025	820.04		006879		
	I-1203509	DCTRAN-CL	E	10/03/2025	573.58		006879		7,553.04
4926		ROGERS PETROLEUM							
	I-1202799	DCTURN-CL	E	10/03/2025	122.60		006880		122.60
4927		ROGERS PETROLEUM							
	I-1202792	DCFACIL-CL	E	10/03/2025	69.49		006881		
	I-1202984	DCFACIL-CL	E	10/03/2025	67.41		006881		136.90
4932		ROGERS PETROLEUM							
	I-1201213	DCPARK-CL	E	10/03/2025	176.71		006882		
	I-1201832	DCPARK-CL	E	10/03/2025	79.80		006882		
	I-1202177	DCPARK-CL	E	10/03/2025	223.47		006882		
	I-1202658	DCPARK-CL	E	10/03/2025	102.47		006882		
	I-1202793	DCPARK-CL	E	10/03/2025	40.95		006882		
	I-1202985	DCPARK-CL	E	10/03/2025	123.61		006882		
	I-1203378	DCPARK-CL	E	10/03/2025	57.05		006882		
	I-1203505	DCPARK-CL	E	10/03/2025	143.45		006882		947.51
4933		ROGERS PETROLEUM							
	I-1202791	DCENVIR-CL	E	10/03/2025	369.70		006883		
	I-1202983	DCENVIR-CL	E	10/03/2025	101.25		006883		470.95

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DATE RANGE: 9/23/2025 THRU 10/10/2025

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4934		ROGERS PETROLEUM							
	I-1202981	DCCODE-CL	E	10/03/2025	27.13		006884		27.13
4935		ROGERS PETROLEUM							
	I-1201940	DCANIM-CL	E	10/03/2025	76.95		006885		
	I-1202541	DCANIM-CL	E	10/03/2025	34.36		006885		
	I-1202980	DCANIM-CL	E	10/03/2025	65.12		006885		176.43
4940		ROGERS PETROLEUM							
	I-1203123	DCITADMIN-CL	E	10/03/2025	47.26		006886		47.26
4941		ROGERS PETROLEUM							
	I-1203377	DCENGIN-CL	E	10/03/2025	58.80		006887		58.80
4942		ROGERS PETROLEUM							
	I-1202659	DCPUBAD-CL	E	10/03/2025	58.47		006888		
	I-1202661	DCFIRE-CL	E	10/03/2025	156.37		006888		
	I-1202794	DCPUBAD-CL	E	10/03/2025	45.70		006888		
	I-1202796	DCFIRE-CL	E	10/03/2025	151.98		006888		
	I-1203379	DCPUBAD-CL	E	10/03/2025	102.08		006888		
	I-1203380	DCEMS-CL	E	10/03/2025	144.68		006888		
	I-1203381	DCFIRE-CL	E	10/03/2025	39.94		006888		699.22
5065		JAMES F. POTTER, SHERIFF							
	I-202510022036	OCTOBER BUDGET DRAW	E	10/03/2025	1,999,489.49		006889		1,999,489.49
6154		SUSAN D. POOLEY							
	I-202510022027	CONTRACTED SERCURITY SRV	E	10/03/2025	11,553.00		006890		11,553.00
4236		THE WEILER ENGINEERING CORPOR							
	I-3327	25052.001	E	10/03/2025	1,839.00		006891		1,839.00
0217		SCHOOLBOARD OF DESOTO CO							
	I-102025-20251	OCTOBER 2025 AGREEMENT	E	10/03/2025	10,000.00		006892		10,000.00
0378		WOMACK SANITATION, INC.							
	I-0000096424	1054	E	10/10/2025	185.00		006894		
	I-0000096546	1660	E	10/10/2025	1,132.00		006894		
	I-0000096549	1721	E	10/10/2025	370.00		006894		
	I-0000096549A	1721	E	10/10/2025	400.00		006894		
	I-0000096565	2159	E	10/10/2025	261.00		006894		2,348.00
1413		NABORS, GIBLIN, & NICKERS							
	I-53005	UTILITY SERVICES	E	10/10/2025	95.28		006895		
	I-53006	3	E	10/10/2025	731.58		006895		826.86

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1445		STAPLES ADVANTAGE							
	I-6043469095	396428	E	10/10/2025	20.37		006896		20.37
3547		MYAKKA HEATING & COOLING							
	I-26087	FACILITIES	E	10/10/2025	1,270.26		006897		1,270.26
3898		BILL GUKEISEN, INC.							
	I-3458	UTILITIES	E	10/10/2025	1,253.68		006898		
	I-3506	UTILITIES	E	10/10/2025	5,425.00		006898		6,678.68
4061		RAPID SYSTEMS, INC.							
	I-657815	LANDFILL	E	10/10/2025	123.95		006899		123.95
5319		AMAZON CAPITAL SERVICES INC.							
	I-13FYVCQTGCWF	A2QZQZIX4LDDSB5	E	10/10/2025	823.56		006900		
	I-13FYVCQTHFQK	A2QZQZIX4LDSB5	E	10/10/2025	103.88		006900		
	I-13RNM1DPHCPW	A2QZQZIX4LDSB5	E	10/10/2025	15.99		006900		
	I-14X9C4WKGQN9	A2QZQZIX4LDSB5	E	10/10/2025	81.93		006900		
	I-1C1HCJK4HTXR	A2QZQZIX4LDSB5	E	10/10/2025	45.95		006900		
	I-1HRHCWCN1NTW	A2QZQZIX4LDSB5	E	10/10/2025	95.19		006900		
	I-1J6WRHKJGCG9	A2QZQZIX4LDSB5	E	10/10/2025	598.73		006900		
	I-1KPH7KP4GNQM	A2QZQZIX4LDSB5	E	10/10/2025	132.98		006900		
	I-1NR69RD1FM7G	A2QZQZIX4LKDSB5	E	10/10/2025	362.56		006900		
	I-1PKQCL3JJ39N	TC Amazon Table feet prot	E	10/10/2025	20.89		006900		
	I-1QF1W7RRGYF1	A2QZQZIX4LDSB5	E	10/10/2025	92.99		006900		
	I-1V4TLCQC3WK6	A2QZQZIX4LDSB5	E	10/10/2025	1,028.82		006900		
	I-1W9HM4WHDXN1	RECTANGLE TABLE CLOTHS	E	10/10/2025	225.45		006900		
	I-1W9HM4WHG9JX	A2QZQZIX4LDSB5	E	10/10/2025	26.97		006900		
	I-1XV3GCJH41XY	A2QZQZIX4LDSB5	E	10/10/2025	259.49		006900		3,915.38
5378		THE SOUTHERN GROUP OF FLORIDA,							
	I-TLH52195	SEPTEMBER 2025	E	10/10/2025	3,000.00		006901		3,000.00
5821		GREAT SOUTHERN EQUIPMENT, LLC							
	I-02043968	A10083	E	10/10/2025	932.53		006902		932.53
4184		DIGITECH COMPUTER, INC							
	I-618000513	10075	E	10/10/2025	6,387.68		006903		
	I-618000742	10075	E	10/10/2025	5,718.88		006903		12,106.56
5694		GREEN STREET ASSOCIATES, LLC							
	I-202510072046	9/1-9/30/2025	E	10/10/2025	17,187.25		006904		17,187.25

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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6009		IN-PIPE TECHNOLOGY LLC							
	I-2971	UTILITIES	E	10/10/2025	10,500.00		006905		10,500.00
4924		ROGERS PETROLEUM							
	I-1204135	DCTRAN-CL	E	10/10/2025	820.76		006906		
	I-1204244	DCTRAN-CL	E	10/10/2025	1,639.77		006906		
	I-1204394	DCTRAN-CL	E	10/10/2025	205.34		006906		
	I-1204750	DCTRAN-CL	E	10/10/2025	689.29		006906		3,355.16
4927		ROGERS PETROLEUM							
	I-1204241	DCFACIL-CL	E	10/10/2025	127.94		006907		
	I-1204745	DCFACIL-CL	E	10/10/2025	65.83		006907		193.77
4928		ROGERS PETROLEUM							
	I-1203612	dcwast-cl	E	10/10/2025	768.07		006908		768.07
4929		ROGERS PETROLEUM							
	I-1202790	DCDEVEL-CL	E	10/10/2025	50.97		006909		
	I-1202982	DCDEVEL-CL	E	10/10/2025	38.26		006909		89.23
4931		ROGERS PETROLEUM							
	I-1203610	DCUTIL-CL	E	10/10/2025	83.80		006910		
	I-1203611	DCWAT-CAL	E	10/10/2025	1,052.35		006910		
	I-1203612	DCWAST-CL	E	10/10/2025	607.89		006910		1,744.04
4933		ROGERS PETROLEUM							
	I-1204132	DCENVIR-CL	E	10/10/2025	336.05		006911		
	I-1205039	DCENVIR-CL	E	10/10/2025	336.90		006911		672.95
4935		ROGERS PETROLEUM							
	I-1204239	DCANIM-CL	E	10/10/2025	57.26		006912		
	I-1204448	DCANIM-CL	E	10/10/2025	53.66		006912		110.92
4942		ROGERS PETROLEUM							
	I-1202660	DCEMS-CL	E	10/10/2025	127.61		006913		
	I-1202795	DCEMS-CL	E	10/10/2025	34.04		006913		
	I-1202987	DCPUBAD-CL	E	10/10/2025	43.17		006913		
	I-1202988	DCEMS-CL	E	10/10/2025	93.45		006913		
	I-1202989	DCFIRE-CL	E	10/10/2025	250.12		006913		
	I-1203045	DCEMS-CL	E	10/10/2025	77.53		006913		
	I-1203046	DCFIRE-CL	E	10/10/2025	126.82		006913		
	I-1203057	DCEMS-CL	E	10/10/2025	27.01		006913		
	I-1203058	DCFIRE-CL	E	10/10/2025	37.83		006913		
	I-1203506	DCPUBAD-CL	E	10/10/2025	17.45		006913		
	I-1203507	DCEMS-CL	E	10/10/2025	133.80		006913		
	I-1203508	DCFIRE-CL	E	10/10/2025	338.58		006913		
	I-RP10010216	5128	E	10/10/2025	544.77		006913		
	I-RP10010217	5128	E	10/10/2025	304.78		006913		2,156.96

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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4236		THE WEILER ENGINEERING CORPOR							
	I-3336	25052.002	E	10/10/2025	826.00		006914		
	I-3337	25052.005	E	10/10/2025	17,704.96		006914		
	I-3339	25052.003	E	10/10/2025	31,150.00		006914		49,680.96
5988		A & D RECYCLING LLC							
	I-13266	10387	R	9/25/2025	125.00		315154		125.00
6198		ALEX SHANNON							
	I-202509251980	WELLNESS REIMBURSEMENT	R	9/25/2025	25.00		315155		25.00
1		Alton For, DVM							
	I-985113007936074	K24014203	R	9/25/2025	37.00		315156		37.00
5654		AUTO ZONE STORES, INC							
	I-01088197049	11356068	R	9/25/2025	269.99		315157		
	I-01088197647	11356068	R	9/25/2025	24.24		315157		
	I-01088208228	11356068	R	9/25/2025	209.70		315157		
	I-01088208229	11356068	R	9/25/2025	215.52		315157		719.45
1931		BATES FLAGS & FLAGPOLES, LLC							
	I-2664	MILLS FLAGPOLE	R	9/25/2025	1,391.47		315158		1,391.47
1		BRANDY HAND							
	I-202509231971	HAND DEPOSIT	R	9/25/2025	166.00		315159		166.00
0950		BUFFALO GRAFFIX INC							
	I-541862	7850	R	9/25/2025	1,006.43		315160		1,006.43
5655		CHARLOTTE COUNTY BOARD OF COUN							
	I-FY2425011AUG2025	LANDFILL	R	9/25/2025	1,090.80		315161		1,090.80
3635		CINTAS CORPORATION NO.2							
	I-4240521301	24040476	R	9/25/2025	48.04		315162		
	I-4241262404	24040476	R	9/25/2025	47.18		315162		
	I-4242052110	24040476	R	9/25/2025	47.18		315162		
	I-4242590299	24030035	R	9/25/2025	35.00		315162		
	I-4242858473	24040476	R	9/25/2025	47.18		315162		
	I-4243320447	24030035	R	9/25/2025	35.00		315162		
	I-4243488431	24040476	R	9/25/2025	47.18		315162		
	I-4244060692	24030035	R	9/25/2025	35.00		315162		
	I-4244060823	24060156	R	9/25/2025	258.37		315162		
	I-4244206609	24040476	R	9/25/2025	47.18		315162		647.31

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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0084		CITY OF ARCADIA,							
	I-202509251983	0000965151-022875394	R	9/25/2025	210.00		315163		
	I-202509251984	0000965151-002981309	R	9/25/2025	570.72		315163		
	I-202509251985	0000965151-002981319	R	9/25/2025	68.37		315163		
	I-202509251986	0000965326-002877144	R	9/25/2025	1,328.52		315163		
	I-202509251987	0000965150-002875384	R	9/25/2025	227.97		315163		
	I-202509251988	0000965152-002875404	R	9/25/2025	64.81		315163		2,470.39
4612		COMCAST COMMUNICATIONS							
	I-202509231968	8535 10 064 0066556	R	9/25/2025	72.00		315164		
	I-202509251989	8535 10 063 0102411	R	9/25/2025	156.72		315164		228.72
3503		COMTEL TECHNOLOGY GROUP, INC							
	I-38043	ADMINISTRATIVE SERVICES	R	9/25/2025	627.50		315165		627.50
0304		CONSOLIDATED PRODUCTIONS							
	I-202509221952	UTILITIES	R	9/25/2025	3,600.00		315166		
	I-9112025	UTILITIES	R	9/25/2025	2,931.88		315166		6,531.88
4745		COPY LIFE INC.							
	I-AR112105	DC03	R	9/25/2025	84.00		315167		84.00
1104		COX PEST CONTROL INC							
	I-335413	117751	R	9/25/2025	40.00		315168		
	I-335567	117745	R	9/25/2025	40.00		315168		
	I-335833	117755	R	9/25/2025	65.00		315168		
	I-335834	117756	R	9/25/2025	40.00		315168		
	I-336017	117749	R	9/25/2025	40.00		315168		
	I-336211	117750	R	9/25/2025	400.00		315168		
	I-336704	117755	R	9/25/2025	65.00		315168		
	I-336705	117756	R	9/25/2025	40.00		315168		730.00
4850		DESOTO AGRICULTURE &							
	I-156258	2813	R	9/25/2025	1,923.40		315169		1,923.40
0229		DESOTO FORD AUTOMALL INC							
	I-6033925	1FD0W4GTXNEC72096	R	9/25/2025	70.00		315170		
	I-6034319	1FTEW1E54JFC81586	R	9/25/2025	630.00		315170		700.00
1416		DESOTO CO PUBLIC HEALTH							
	I-202509221954	J COLLINS	R	9/25/2025	105.00		315171		
	I-202509221955	A LEE	R	9/25/2025	105.00		315171		
	I-202509221956	L SHOMPER	R	9/25/2025	145.00		315171		
	I-202509221957	B ROBLES	R	9/25/2025	145.00		315171		
	I-202509221958	J SWEAT	R	9/25/2025	105.00		315171		
	I-202509221959	C SPARKS	R	9/25/2025	105.00		315171		
	I-202509241976	ERNESTO JUSTO	R	9/25/2025	105.00		315171		
	I-202509241977	ELLIOTT SCOTT	R	9/25/2025	105.00		315171		920.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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6096		EAGLE FENCE CO.INC							
	I-33467	PARKS	R	9/25/2025	325.00		315172		325.00
1		EASY MOBILE HOMES LLC							
	I-202509241978	REFUND	R	9/25/2025	192.84		315173		192.84
1		EVELYN JOINER							
	I-202509231970	JOINER DEPOSIT	R	9/25/2025	100.00		315174		100.00
6127		EVERGLADES EQUIPMENT GROUP							
	I-P0712246	DESOT007	R	9/25/2025	135.14		315175		135.14
0306		FENDER AUTO PARTS INC							
	I-063520	166	R	9/25/2025	239.80		315176		
	I-063534	166	R	9/25/2025	8.27		315176		
	I-063562	166	R	9/25/2025	11.97		315176		
	I-063754	166	R	9/25/2025	166.41		315176		426.45
6011		FIRE-TEC 1							
	I-2508139	PSD	R	9/25/2025	6,879.10		315177		6,879.10
6279		FOLEY PRODUCTS COMPANY							
	I-1161402	F63868	R	9/25/2025	1,358.71		315178		1,358.71
0314		FLORIDA POWER & LIGHT							
	I-202509231969	FLORIDA POWER & LIGHT	R	9/25/2025	55,793.94		315179		55,793.94
5799		FRED FOX ENTERPRISES, INC							
	I-MT0405	CDBG-MIT MT040	R	9/25/2025	14,960.00		315180		14,960.00
4900		HAWKINS, INC							
	I-7200794	292984	R	9/25/2025	2,554.20		315181		2,554.20
6089		HD SUPPLY PSD							
	I-879040616	1885197	R	9/25/2025	152.53		315182		
	I-891218737	1885197	R	9/25/2025	365.08		315182		
	I-894325026	1885197	R	9/25/2025	572.94		315182		
	I-894325034	1885197	R	9/25/2025	2,028.00		315182		3,118.55
6094		IIA LIFTING SERVICES, INC							
	I-INDI100191	10200095	R	9/25/2025	1,790.55		315183		1,790.55
5915		JEANNINE JOHNSON-TATUM							
	I-202509251981	WELLNESS REIMBURSEMENT	R	9/25/2025	25.00		315184		25.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1718		KELLY TRACTOR CO							
	I-P1030003308	2027350	R	9/25/2025	524.07		315185		524.07
4360		KIMBALL MIDWEST							
	I-103732780	784607	R	9/25/2025	460.54		315186		460.54
0423		KNIGHT SUPPLY OF							
	I-98392	LANDFILL	R	9/25/2025	838.62		315187		
	I-98407	LANDFILL	R	9/25/2025	71.72		315187		910.34
4864		LEAF							
	I-19016006-4333359	100-4333359-005	R	9/25/2025	158.32		315188		158.32
4864		LEAF							
	I-19019405	100-6795111-001	R	9/25/2025	128.27		315189		128.27
2821		MADER ELECTRIC MOTORS, INC.							
	I-2651	UTILITIES	R	9/25/2025	4,961.50		315190		4,961.50
5739		NAPA AUTO PARTS							
	I-142927	831	R	9/25/2025	25.34		315191		
	I-142950	831	R	9/25/2025	52.90		315191		78.24
5006		O'REILLY AUTO PARTS							
	I-5069177541	2192285	R	9/25/2025	60.24		315192		
	I-5069177700	2192285	R	9/25/2025	25.21		315192		85.45
5983		OSBURN ASSOCIATES INC							
	I-INV14009	ROAD & BRIDGE	R	9/25/2025	2,452.50		315193		2,452.50
1182		OTHER SIDE SOD CO.. LLC							
	I-87298	UTILITIES	R	9/25/2025	58.00		315194		58.00
6191		PREFERRED GATE SYSTEMS							
	I-553	LANDFILL	R	9/25/2025	255.00		315195		255.00
5445		QUADIENT LEASING USA,							
	I-Q2010098	00022620	R	9/25/2025	452.67		315196		452.67
4563		RICKY MERCER							
	I-202509221950	REIMBURSEMENT	R	9/25/2025	25.41		315197		25.41
2026		RING POWER CORPORATION							
	I-15WE1049277	011806	R	9/25/2025	859.21		315198		859.21

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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3389		RING POWER CORPORATION							
	I-15BC0001009	011806	R	9/25/2025	233.04		315199		233.04
2950		SAFEGUARD SECURITY,INC							
	I-078516	1939	R	9/25/2025	150.00		315200		
	I-078539	2524	R	9/25/2025	195.00		315200		
	I-078540	1988	R	9/25/2025	150.00		315200		
	I-078546	2525	R	9/25/2025	185.00		315200		680.00
1803		SAFETY PRODUCTS INC							
	I-2025087743	DES36	R	9/25/2025	681.90		315201		681.90
4909		SANCHEZ MACHINE SHOP, LLC							
	I-7307	PSD	R	9/25/2025	8,000.00		315202		8,000.00
2809		SHERWIN-WILLIAMS CO.							
	I-81420	4202-4789-2	R	9/25/2025	24.08		315203		24.08
5038		SOUTHERN GLAZER'S WINE AND SPI							
	I-4449627	1500818	R	9/25/2025	942.00		315204		942.00
4805		SUNCOAST PRINT & PROMOTIONS, I							
	I-421249	0008	R	9/25/2025	294.00		315205		294.00
0310		TEN-8 FIRE EQUIPMENT INC							
	I-1310082837	C00269	R	9/25/2025	5,845.99		315206		5,845.99
4777		THE LAKE DOCTORS, INC							
	I-296253B	721714	R	9/25/2025	224.00		315207		224.00
0697		THE SUN							
	I-3970088	400371	R	9/25/2025	121.00		315208		121.00
0697		THE SUN							
	I-3970089	400371	R	9/25/2025	580.80		315209		580.80
2881		TRACTOR SUPPLY CO							
	I-433151	PARKS	R	9/25/2025	190.92		315210		190.92
3668		TRANSPORTATION CONTROL SYSTEMS							
	I-28664	DES101	R	9/25/2025	596.00		315211		596.00
5144		TROPIC SUPPLY, INC							
	I-781804000	1318825	R	9/25/2025	59.52		315212		59.52

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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5756		VAULT HEALTH							
	I-FL00674224AAAA	L23494	R	9/25/2025	35.00		315213		
	I-FL00682764AAAA	L23494	R	9/25/2025	35.00		315213		70.00
5028		VISION ACE HARDWARE, LLC							
	I-398168	920171	R	9/25/2025	284.92		315214		
	I-399160	920171	R	9/25/2025	75.56		315214		
	I-399760	920171	R	9/25/2025	459.50		315214		819.98
1		WENDY MORALES							
	I-202509221963	MORALES- D DEPOS	R	9/25/2025	75.00		315215		75.00
4956		WORLD PETROLEUM CORP							
	I-95066	LANDFILL	R	9/25/2025	150.00		315216		150.00
4349		YARBROUGH TIRE SERVICE, INC							
	I-1106169	100539	R	9/25/2025	2,160.24		315217		
	I-1106170	100539	R	9/25/2025	2,160.24		315217		4,320.48
6020		ZAMORAS LAWN & LANDSCAPE LLC							
	I-CI3493-454	MOWING ADMIN BUILDING, ETC	R	9/25/2025	2,762.50		315218		
	I-CI3495-453	MOWING COURTHOUSE	R	9/25/2025	543.33		315218		3,305.83
1		PRESERVE DESOTO ONE							
	I-000202509231964	US REFUND	R	9/25/2025	5.18		315219		5.18
1		PRESERVE DESOTO ONE							
	I-000202509231965	US REFUND	R	9/25/2025	170.24		315220		170.24
1		PRESERVE DESOTO ONE							
	I-000202509231966	US REFUND	R	9/25/2025	25.00		315221		25.00
1		PRESERVE DESOTO ONE							
	I-000202509231967	US REFUND	R	9/25/2025	0.01		315222		0.01
5988		A & D RECYCLING LLC							
	I-13739	10387	R	10/02/2025	125.00		315223		125.00
2870		ADVANCE AUTO PARTS							
	I-9127526530798	9999015935	R	10/02/2025	17.34		315224		
	I-9127526547910	9999015935	R	10/02/2025	141.05		315224		158.39
0408		ALERT PLUMBING SERVICE SPECIAL							
	I-561	PARKS	R	10/02/2025	462.79		315225		
	I-571	PARKS	R	10/02/2025	183.03		315225		645.82

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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6219		AQUATIC WEED CONTROL INC.							
	I-114127	25-09-00 ITB	R	10/02/2025	26,795.34		315226		26,795.34
5654		AUTO ZONE STORES, INC							
	I-01088208234	11356068	R	10/02/2025	436.49		315227		
	I-01088209163	11356068	R	10/02/2025	202.97		315227		639.46
2317		BOUND TREE MEDICAL. LLC							
	I-85916314	108367	R	10/02/2025	68.26		315228		
	I-85919453	108367	R	10/02/2025	29.79		315228		
	I-85924720	108367	R	10/02/2025	1,152.41		315228		
	I-85924721	108367	R	10/02/2025	21.56		315228		
	I-85929835	108367	R	10/02/2025	1,661.67		315228		
	I-85931693	108367	R	10/02/2025	1,560.48		315228		
	I-85931694	108367	R	10/02/2025	334.50		315228		
	I-85931695	108367	R	10/02/2025	349.50		315228		
	I-85933485	108367	R	10/02/2025	647.64		315228		5,825.81
0974		CARDINAL HEALTH 110, INC							
	I-7429852264	2052028004	R	10/02/2025	70.16		315229		
	I-7429852265	2052028004	R	10/02/2025	131.25		315229		
	I-7431475920	20520280004	R	10/02/2025	73.18		315229		
	I-7431475921	2052028004	R	10/02/2025	17.16		315229		
	I-7432271511	2052028004	R	10/02/2025	373.97		315229		
	I-7433282463	2052028004	R	10/02/2025	444.96		315229		
	I-7433479324	2052028004	R	10/02/2025	119.72		315229		
	I-7433692773	2052028004	R	10/02/2025	479.71		315229		
	I-7434546036	2052028004	R	10/02/2025	239.30		315229		
	I-7434711047	2052028004	R	10/02/2025	345.06		315229		
	I-7437266681	2052028004	R	10/02/2025	55.05		315229		
	I-7437266684	2052028004	R	10/02/2025	238.56		315229		
	I-7437266685	2052028004	R	10/02/2025	51.90		315229		
	I-7437461541	2052028004	R	10/02/2025	609.44		315229		
	I-7437820543	2052028004	R	10/02/2025	64.38		315229		
	I-7438059519	2052028004	R	10/02/2025	102.77		315229		
	I-7439474808	2052028004	R	10/02/2025	637.51		315229		
	I-7440292917	2052028004	R	10/02/2025	608.07		315229		4,662.15
3848		CENTURYLINK							
	I-202509291994	446067989	R	10/02/2025	145.89		315231		
	I-202509301997	ACCT#312160748	R	10/02/2025	124.02		315231		
	I-202510012009	311027847	R	10/02/2025	2,983.21		315231		3,253.12

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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3419		CHANCEY BOHANNAN SEPTIC&PORTA-							
	I-10472	ROAD & BRIDGE	R	10/02/2025	140.00		315232		140.00
0694		CHENANGO SUPPLY COMPANY,INC							
	I-380983	101587	R	10/02/2025	115.98		315233		
	I-380984	101587	R	10/02/2025	43.96		315233		
	I-380985	101587	R	10/02/2025	322.26		315233		482.20
3635		CINTAS CORPORATION NO.2							
	I-4236040602	24060156	R	10/02/2025	229.94		315234		
	I-4244206776	24049758	R	10/02/2025	67.77		315234		
	I-4244206776A	24049758	R	10/02/2025	15.21		315234		
	I-4244806958	24030035	R	10/02/2025	35.00		315234		
	I-4244807210	24060156	R	10/02/2025	258.37		315234		606.29
0084		CITY OF ARCADIA,							
	I-202509302000	PARKS-water/sewer/dumpste	R	10/02/2025	600.32		315235		
	I-202509302001	0000967576-002899644	R	10/02/2025	211.24		315235		
	I-202510012010	0000967577-002899654	R	10/02/2025	2,183.47		315235		
	I-202510012011	0000967580-002899684	R	10/02/2025	2,218.57		315235		
	I-202510012012	0000967583-002899714	R	10/02/2025	118.42		315235		
	I-202510012013	0000965153-002875414	R	10/02/2025	183.19		315235		
	I-202510012014	0300001772-002890684	R	10/02/2025	442.67		315235		
	I-202510012015	0000965327-002877154	R	10/02/2025	747.69		315235		6,705.57
3503		COMTEL TECHNOLOGY GROUP, INC							
	I-38054	300799	R	10/02/2025	1,680.00		315236		1,680.00
0304		CONSOLIDATED PRODUCTIONS							
	I-9192025	UTILITIES	R	10/02/2025	3,600.00		315237		3,600.00
6272		COOPER TIMBER HARVESTING, INC.							
	I-250576	LANDFILL	R	10/02/2025	60,760.12		315238		60,760.12
4745		COPY LIFE INC.							
	I-AR112697	COPY LIFE INC.	R	10/02/2025	51.78		315239		
	I-AR112717	CF1045	R	10/02/2025	61.10		315239		
	I-AR112718	CN1518-04	R	10/02/2025	150.24		315239		
	I-AR112827-DCO4	SEP 25	R	10/02/2025	169.10		315239		
	I-AR112828	DC05	R	10/02/2025	37.51		315239		
	I-AR113074	CF0375	R	10/02/2025	215.92		315239		
	I-AR113144	PARKS- COPIER SERVICES	R	10/02/2025	113.00		315239		798.65

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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5154		CORE & MAIN LP							
	I-X690475	164427	R	10/02/2025	318.00		315241		318.00
5362		CORO MEDICAL, LLC							
	I-PSINV245963	PSD	R	10/02/2025	330.00		315242		
	I-PSINV248958	PSD	R	10/02/2025	274.00		315242		
	I-PSINV253300	PSD	R	10/02/2025	200.00		315242		804.00
0361		CVSOA							
	I-E1051	CVSOA 2025 FALL TRAINING	R	10/02/2025	350.00		315243		350.00
5345		D. ALAN MOORE							
	I-202510012019	INDIGENT BURIAL SERVICES	R	10/02/2025	785.00		315244		785.00
0645		DEMCO, INC.							
	I-7698875	710142533	R	10/02/2025	178.20		315245		178.20
4850		DESOTO AGRICULTURE &							
	I-156265	2813	R	10/02/2025	1,000.00		315246		
	I-156270	PSD	R	10/02/2025	1,470.00		315246		2,470.00
4528		DESOTO COUNTY TEEN COURT							
	I-202509291993	AUGUST 25	R	10/02/2025	815.74		315247		815.74
5066		DESOTO MEMORIAL HOSPITAL							
	I-202510012026	D00017125592	R	10/02/2025	40.00		315248		40.00
1158		DESOTO SIGN CO							
	I-7165	PARKS	R	10/02/2025	492.00		315249		
	I-7189	PARKS	R	10/02/2025	368.00		315249		
	I-7192	PARKS	R	10/02/2025	92.00		315249		952.00
6284		DUQUE PALMS OF HOMESTEAD INC							
	I-2873	282	R	10/02/2025	3,026.00		315250		3,026.00
5757		DYNAMIC EQUIPMENT GROUP							
	I-P86095	BOC702	R	10/02/2025	339.30		315251		339.30
6146		ECO CLEAN MAINTENANCE, INC							
	I-14226	SEPTEMBER 2025	R	10/02/2025	3,425.00		315252		3,425.00
6203		ENGINEERED COATINGS SOLUTIONS,							
	I-439	UTILITIES	R	10/02/2025	21,114.33		315253		21,114.33

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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1		ERICH BROXSON							
	I-202509301998	BROXSON DEPOSIT	R	10/02/2025	500.00		315254		500.00
6127		EVERGLADES EQUIPMENT GROUP							
	I-E15530	DESOTO002	R	10/02/2025	30,824.80		315255		
	I-P0715810	DESOT007	R	10/02/2025	471.02		315255		31,295.82
5431		EVOQUA WATER TECHNOLOGIES LLC							
	I-907098995	CUST#1069199	R	10/02/2025	2,064.00		315256		2,064.00
1494		FAPAA							
	I-200000260	EUTHANASIA CERTIFICATION	R	10/02/2025	260.00		315257		260.00
0306		FENDER AUTO PARTS INC							
	I-063681	166	R	10/02/2025	20.27		315258		
	I-064361	2052028004	R	10/02/2025	4.96		315258		
	I-064622	166	R	10/02/2025	143.88		315258		
	I-064637	166	R	10/02/2025	2.07		315258		171.18
0314		FLORIDA POWER & LIGHT							
	I-202509301996	11605-87398	R	10/02/2025	760.91		315259		
	I-202510012016	84261-634500	R	10/02/2025	108.12		315259		
	I-202510012017	04834-12011	R	10/02/2025	652.03		315259		1,521.06
5360		GALLS, LLC							
	I-032498279	4234797	R	10/02/2025	2,726.72		315260		
	I-032504019	4234797	R	10/02/2025	83.35		315260		
	I-032504124	4234797	R	10/02/2025	210.67		315260		
	I-032515815	4234797	R	10/02/2025	346.66		315260		
	I-032527898	4234797	R	10/02/2025	280.95		315260		
	I-032534826	4234797	R	10/02/2025	140.48		315260		
	I-032549206	4234797	R	10/02/2025	335.38		315260		
	I-032549414	4234797	R	10/02/2025	377.56		315260		
	I-032570039	4234797	R	10/02/2025	87.79		315260		
	I-032593640	4234797	R	10/02/2025	171.19		315260		
	I-032599086	4234797	R	10/02/2025	140.48		315260		
	I-032613015	4234797	R	10/02/2025	120.09		315260		
	I-032668661	4234797	R	10/02/2025	185.96		315260		5,207.28
3316		GOT TINT							
	I-2022	MILLS TINT	R	10/02/2025	1,245.00		315262		1,245.00
6171		GRAINGER							
	I-9657626116	851295683	R	10/02/2025	724.95		315263		
	I-9658350724	851295683	R	10/02/2025	214.67		315263		939.62

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4900		HAWKINS, INC							
	I-7210700	292984	R	10/02/2025	2,669.80		315264		2,669.80
0456		HOME DEPOT CREDIT SVCS							
	I-1900079	00009	R	10/02/2025	159.50		315265		
	I-3901509	00009	R	10/02/2025	784.98		315265		
	I-683643	00009	R	10/02/2025	1,298.00		315265		
	I-6850736	00009	R	10/02/2025	9.00		315265		
	I-9550938	00009	R	10/02/2025	119.49		315265		2,370.97
3468		JONES EDMUNDS & ASSOCIATES, IN							
	I-0257057	04185-003-01	R	10/02/2025	6,352.60		315266		
	I-0257058	04185-004-01	R	10/02/2025	43,730.40		315266		50,083.00
0423		KNIGHT SUPPLY OF							
	I-98550	UTILITIES	R	10/02/2025	208.00		315267		
	I-98570	PARKS- IRRIGATION SUPPLIE	R	10/02/2025	463.50		315267		671.50
4864		LEAF							
	I-19088314	100-4333359-004	R	10/02/2025	133.57		315268		133.57
5929		LESYANI MARTINEZ							
	I-202509301995	REIMBURSEMENT	R	10/02/2025	76.30		315269		76.30
4427		LIBBY BROWN							
	I-102025-REIMB	INSURANCE REIMBURSEMENT	R	10/02/2025	25.10		315270		25.10
1		Liza Sky							
	I-202510012006	TRAP REFUND	R	10/02/2025	20.00		315271		20.00
5361		LOWES HOME CENTER, INC							
	I-980452	FACILITIES	R	10/02/2025	567.53		315272		567.53
5746		MADISON MCGEE							
	I-202510012018	MADISON MCGEE	R	10/02/2025	120.04		315273		120.04
1		Mark Garner							
	I-202510012008	TRAP REFUND	R	10/02/2025	20.00		315274		20.00
5432		MARLIN BUSINESS BANK							
	I-21890723-1800045	ACCT# 1800045	R	10/02/2025	743.37		315275		743.37
4424		MCSHEA CONTRACTING, LLC							
	I-DC25905601	25-10-00ITB	R	10/02/2025	73,762.97		315276		73,762.97

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1729		MID-STATE SCALE COMPANY							
	I-8709	LANDFILL	R	10/02/2025	2,296.70		315277		2,296.70
4898		NADIA DAUGHTREY, CLERK OF COUR							
	I-202510012022	SATISFACTION OF LIEN	R	10/02/2025	10.00		315278		10.00
4898		NADIA DAUGHTREY, CLERK OF COUR							
	I-202510012023	SATISFACTION OF LIEN	R	10/02/2025	10.00		315279		10.00
4898		NADIA DAUGHTREY, CLERK OF COUR							
	I-202510012024	SATISFACTION OF LIEN	R	10/02/2025	10.00		315280		10.00
5006		O'REILLY AUTO PARTS							
	I-5069178557	2586233	R	10/02/2025	131.21		315281		
	I-5069179601	2907108	R	10/02/2025	92.22		315281		
	I-5069179918	2582633	R	10/02/2025	45.76		315281		269.19
5766		ODP BUSINESS SOLUTIONS, LLC							
	I-438798084001	27272349	R	10/02/2025	219.79		315282		
	I-438902462001	27272349	R	10/02/2025	15.33		315282		235.12
5983		OSBURN ASSOCIATES INC							
	I-INV14029	ROAD & BRIDGE	R	10/02/2025	344.25		315283		
	I-INV20891	ROAD & BRIDGE	R	10/02/2025	392.00		315283		736.25
0331		PEACE RIVER ELECTRIC CORP							
	I-202510012004	97457001	R	10/02/2025	598.55		315284		598.55
5130		PETTY CASH							
	I-202510012005	PETTY CASH REIMBURSEMENT	R	10/02/2025	85.90		315285		85.90
5487		PUBLIC CONSULTING GROUP, INC							
	I-CIV10034568	103783	R	10/02/2025	13,703.55		315286		13,703.55
5664		PUBLIC DEFENDER'S OFFICE 12TH							
	I-250004A	JULY 1-SEP 30, 2025	R	10/02/2025	4,617.89		315287		
	I-25004	CONTRACTED SERVICES	R	10/02/2025	6,234.99		315287		10,852.88
3051		QUALITY STARTER & ALT SER, INC							
	I-174366	ROAD & BRIDGE	R	10/02/2025	159.95		315288		159.95
1730		R M L SERVICES							
	I-17559	LANDFILL	R	10/02/2025	1,715.00		315289		1,715.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6276		REDLINE GEAR CLEANING							
	I-1029	PSD	R	10/02/2025	5,460.00		315290		5,460.00
2026		RING POWER CORPORATION							
	I-15WE1060929	011806	R	10/02/2025	956.58		315291		956.58
3389		RING POWER CORPORATION							
	I-15CC01059949	011806	R	10/02/2025	403.55		315292		403.55
6204		ROYCE SUPPLY							
	I-87060	LANDFILL	R	10/02/2025	290.90		315293		290.90
5376		SANDERS LABORATORIES, INC.							
	I-84685	DESOTO WWTP	R	10/02/2025	83.00		315294		
	I-84924	DESOTO WWTP	R	10/02/2025	83.00		315294		
	I-84967	DESOTO LAKE SUZY WTP	R	10/02/2025	48.00		315294		
	I-84968	DESOTO CORRECTIONAL WTP	R	10/02/2025	84.00		315294		
	I-84969	DESOTO CO PUBLIC WATER SYSTEM	R	10/02/2025	60.00		315294		358.00
0299		SARASOTA COUNTY BOARD OF CO. C							
	I-WC03202501	ANNUAL SERVICES	R	10/02/2025	7,660.62		315295		7,660.62
0299		SARASOTA COUNTY BOARD OF CO. C							
	I-WC03202502	ANNUAL SERVICES	R	10/02/2025	8,827.70		315296		8,827.70
6174		SAUDER MANUFACTURING CO							
	I-000187373	COURTROOM SEATING	R	10/02/2025	10,665.14		315297		10,665.14
2809		SHERWIN-WILLIAMS CO.							
	I-75992A	4202-4789-2	R	10/02/2025	12.12		315298		
	I-76149	4202-4789-2	R	10/02/2025	254.75		315298		
	I-83871	4202-4789-2	R	10/02/2025	250.72		315298		
	I-84135	4202-4789-2	R	10/02/2025	15.36		315298		
	I-84143	4202-4789-2	R	10/02/2025	6.20		315298		539.15
0259		SMITH'S RANCH & GARDEN							
	I-099272	142224	R	10/02/2025	34.00		315299		34.00
2940		SOUTHERN OXYGEN & WELDING SUPP							
	I-551610	DC4842	R	10/02/2025	121.89		315300		
	I-551806	DC4842	R	10/02/2025	69.94		315300		191.83
5780		SPARKLY SUNSHINE CLEANING SERV							
	I-00041	LANDFILL	R	10/02/2025	120.00		315301		120.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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4957		SPEEDY OIL RECOVERY, LLC							
	I-22267	PSD	R	10/02/2025	150.00		315302		150.00
3469		STANTEC CONSULTING SERVICES, I							
	I-2457036	63591	R	10/02/2025	5,247.00		315303		5,247.00
5280		STEVE RICKARD							
	I-202509302003	TRAVEL VOUCHER	R	10/02/2025	232.00		315304		232.00
2981		STRYKER SALES CORP							
	I-10949962	1092939	R	10/02/2025	9,870.00		315305		9,870.00
1		Susanna Flores							
	I-202510012007	TRAP REFUND	R	10/02/2025	40.00		315306		40.00
0310		TEN-8 FIRE EQUIPMENT INC							
	I-1310083624	C00269	R	10/02/2025	828.70		315307		828.70
4098		THE AVANTI COMPANY, INC.							
	I-138122	UTILITIES	R	10/02/2025	3,042.50		315308		3,042.50
0697		THE SUN							
	I-3970126	413794	R	10/02/2025	435.60		315309		435.60
0697		THE SUN							
	I-3970877	379254	R	10/02/2025	1,470.15		315310		1,470.15
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5035722135	450-0112216-007	R	10/02/2025	499.33		315311		499.33
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5035960337	450-0112216-001	R	10/02/2025	350.14		315312		350.14
4089		ULINE, INC.							
	I-198375929	7473864	R	10/02/2025	341.62		315313		341.62
5026		VISION ACE HARDWARE, LLC							
	I-400073	920175	R	10/02/2025	74.92		315314		
	I-400262	920175	R	10/02/2025	102.09		315314		
	I-400265	920175	R	10/02/2025	42.99		315314		
	I-400489	920175	R	10/02/2025	15.37		315314		235.37
5027		VISION ACE HARDWARE, LLC							
	I-400287	920161	R	10/02/2025	19.99		315315		
	I-400340	920161	R	10/02/2025	45.97		315315		
	I-400401	920161	R	10/02/2025	0.95		315315		
	I-400415	920161	R	10/02/2025	41.96		315315		
	I-400439	920161	R	10/02/2025	4.99		315315		

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BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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	I-400481	920161	R	10/02/2025	46.78		315315		
	I-400505	920161	R	10/02/2025	3.59		315315		
	I-400508	920161	R	10/02/2025	3.59		315315		167.82
5028		VISION ACE HARDWARE, LLC							
	I-400020	920171	R	10/02/2025	176.85		315316		
	I-400289	920171	R	10/02/2025	139.99		315316		316.84
5030		VISION ACE HARDWARE, LLC.							
	I-400017	920165	R	10/02/2025	12.96		315317		
	I-400099	920165	R	10/02/2025	209.99		315317		
	I-400245	920165	R	10/02/2025	318.78		315317		
	I-400246	920165	R	10/02/2025	6.38		315317		
	I-400299	920165	R	10/02/2025	19.16		315317		
	I-400308	920165	R	10/02/2025	0.99		315317		
	I-400441	920165	R	10/02/2025	743.77		315317		
	I-400442	920165	R	10/02/2025	9.99		315317		
	I-400457	920165	R	10/02/2025	16.99		315317		
	I-400473	920165	R	10/02/2025	11.99		315317		1,351.00
2464		WESCO TURF, INC.							
	I-41301160	203867	R	10/02/2025	350.53		315318		
	I-41301549	203867	R	10/02/2025	363.88		315318		714.41
4349		YARBROUGH TIRE SERVICE, INC							
	I-1106215	100539	R	10/02/2025	360.00		315319		360.00
0456		HOME DEPOT CREDIT SVCS							
	I-6850736A	6850736	R	10/02/2025	207.60		315327		207.60
0408		ALERT PLUMBING SERVICE SPECIAL							
	I-554	psd	R	10/09/2025	300.92		315333		300.92
2296		ALERT-ALL CORP							
	I-W51978	DES3426619	R	10/09/2025	2,458.25		315334		2,458.25
0781		ALLEN, NORTON & BLUE, P.A							
	I-188405	2096-00000	R	10/09/2025	5,060.00		315335		5,060.00
6285		AMERICAN AUTO BODY							
	I-13031	1FMCU9G97GUC29820	R	10/09/2025	1,000.00		315336		1,000.00
0824		ANIMAL ARK OF ARCADIA							
	I-A018157	CERTIFICATE	R	10/09/2025	12.00		315337		
	I-A018158	CERTIFICATE	R	10/09/2025	12.00		315337		24.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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1931		BATES FLAGS & FLAGPOLES, LLC							
	I-11238	MILLS FLAGPOLE	R	10/09/2025	1,391.46		315338		1,391.46
5297		BENNETT FIRE PRODUCTS CO, INC							
	I-929251	PSD	R	10/09/2025	18,140.76		315339		18,140.76
1784		BRYAN'S FARM SUPPLY							
	I-202510082062	PSD	R	10/09/2025	35.99		315340		35.99
0974		CARDINAL HEALTH 110, INC							
	I-7440472470	2052028004	R	10/09/2025	513.85		315341		513.85
6086		CATALIS COURTS & LAND RECORDS,							
	I-INV308360886	PROBATION	R	10/09/2025	1,000.00		315342		1,000.00
3848		CENTURYLINK							
	I-202510092065	466944438	R	10/09/2025	201.78		315343		201.78
5655		CHARLOTTE COUNTY BOARD OF COUN							
	I-FY2425012SEPT2025	LANDFILL	R	10/09/2025	3,817.80		315344		3,817.80
6281		CHARLOTTE COUNTY SAFE AND LOCK							
	I-318	MILLS PROJECT	R	10/09/2025	1,459.00		315345		
	I-319	815 N. MILLS	R	10/09/2025	3,580.00		315345		5,039.00
3635		CINTAS CORPORATION NO.2							
	I-4244958851	24040476	R	10/09/2025	47.18		315346		
	I-4244959085	24049758	R	10/09/2025	67.77		315346		
	I-4244959085A	24049758	R	10/09/2025	15.21		315346		
	I-4245542199	24030035	R	10/09/2025	35.00		315346		
	I-4245542224	24060156	R	10/09/2025	258.37		315346		
	I-5296161512	24049758	R	10/09/2025	41.84		315346		
	I-8407813046	24030035	R	10/09/2025	7.53		315346		472.90
6113		CINTAS FIRE PROTECTION							
	I-0F32164379	42567	R	10/09/2025	2,026.84		315347		2,026.84
0084		CITY OF ARCADIA,							
	I-202510072049	0000967579-002899674	R	10/09/2025	676.72		315348		
	I-202510072051	0000967584-002899724	R	10/09/2025	1,464.31		315348		2,141.03
6111		COMPRESSED AIR SYSTES, INC							
	I-SRVC133194	DESO1023	R	10/09/2025	1,122.70		315349		1,122.70

VENDOR SET: 01 Desoto County
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DATE RANGE: 9/23/2025 THRU 10/10/2025

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4745		COPY LIFE INC.							
	I-AR112830	DC12	R	10/09/2025	40.24		315350		
	I-AR113081	CF1044	R	10/09/2025	31.50		315350		71.74
1104		COX PEST CONTROL INC							
	I-336433	117757	R	10/09/2025	40.00		315351		
	I-336598	117742	R	10/09/2025	40.00		315351		
	I-336599	117743	R	10/09/2025	40.00		315351		
	I-336601	117747	R	10/09/2025	40.00		315351		
	I-336602	117744	R	10/09/2025	40.00		315351		
	I-336603	117746	R	10/09/2025	50.00		315351		
	I-336706	117754	R	10/09/2025	40.00		315351		
	I-336707	117753	R	10/09/2025	65.00		315351		
	I-336708	117752	R	10/09/2025	45.00		315351		
	I-336854	117750	R	10/09/2025	40.00		315351		
	I-336855	117750	R	10/09/2025	30.00		315351		
	I-336861	117758	R	10/09/2025	40.00		315351		
	I-337199	117759	R	10/09/2025	40.00		315351		
	I-337524	117751	R	10/09/2025	40.00		315351		590.00
2724		CULLIGAN WATER							
	I-1327001	1013721	R	10/09/2025	24.00		315353		24.00
6228		CURALINC HEALTHCARE							
	I-65920	05743	R	10/09/2025	1,889.64		315354		1,889.64
4850		DESOTO AGRICULTURE &							
	I-156432	2813	R	10/09/2025	194.62		315355		194.62
1416		DESOTO CO PUBLIC HEALTH							
	I-14BID8239719	14-57-1297332	R	10/09/2025	140.00		315356		
	I-202510072043	DANIEL BRUTUS	R	10/09/2025	145.00		315356		
	I-202510072044	DUBLIN EVANS	R	10/09/2025	145.00		315356		430.00
6182		E & N DISTRIBUTING, INC							
	I-55640	psd	R	10/09/2025	499.80		315357		499.80
6096		EAGLE FENCE CO.INC							
	I-33470	PARKS	R	10/09/2025	475.00		315358		475.00
6123		FERGUSON ENTERPRISES, LLC							
	I-1698807	32999	R	10/09/2025	191.94		315359		
	I-1698807A	32999	R	10/09/2025	40.00		315359		231.94

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

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4982		FLORIDA HEARTLAND ECONOMIC							
	I-205	JULY-SEPT 2025 4TH QTR PYMT	R	10/09/2025	2,500.00		315360		
	I-208	OCT-DEC 2025 1ST QTR	R	10/09/2025	2,500.00		315360		5,000.00
5862		FLORIDA STATE UNIVERSITY							
	I-AUX00207467	AUX1005776	R	10/09/2025	3,040.00		315361		3,040.00
0314		FLORIDA POWER & LIGHT							
	I-202510072048	11605-87398	R	10/09/2025	1,457.72		315362		1,457.72
5360		GALLS, LLC							
	I-032740882	4234797	R	10/09/2025	151.41		315363		151.41
5430		GINA'S POOL SERVICE OF ARCADIA							
	I-3308292	585-000036	R	10/09/2025	25.00		315364		25.00
6033		HD SUPPLY FACILITIES MAINTENAN							
	I-895219806	952502	R	10/09/2025	268.20		315365		
	I-895538742	952502	R	10/09/2025	1,636.56		315365		1,904.76
6094		IIA LIFTING SERVICES, INC							
	I-INDI100192	10200095	R	10/09/2025	1,430.78		315366		1,430.78
1		Jarred Barney							
	I-202510072055	TRAP REFUND	R	10/09/2025	20.00		315367		20.00
3468		JONES EDMUNDS & ASSOCIATES, IN							
	I-0257328	04185-003-01	R	10/09/2025	1,457.70		315368		1,457.70
4864		LEAF							
	I-19108176-3458108	100-3458108-007	R	10/09/2025	136.72		315369		136.72
4864		LEAF							
	I-19109374-13545158	100-4333359-006	R	10/09/2025	120.12		315370		120.12
3904		LIBERTY TIRE RECYCLING, LLC							
	I-3077435	33330	R	10/09/2025	2,420.00		315371		2,420.00
5745		LIGHTNING FLEET/LIGHTNING RADI							
	I-99455	PSD	R	10/09/2025	1,148.00		315372		1,148.00
5860		M&D ENVIRONMENTALSERVICES, LLC							
	I-1096	LANDFILL	R	10/09/2025	7,600.00		315373		
	I-1098	LANDFILL	R	10/09/2025	3,497.00		315373		11,097.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		Madelon Mansfield							
	I-202510072054	TRAP REFUND	R	10/09/2025	20.00		315374		20.00
2821		MADER ELECTRIC MOTORS, INC.							
	I-2743	utilities	R	10/09/2025	9,235.10		315375		9,235.10
1		MAKAYLA ORR							
	I-202510072047	ORR- D DEPOSIT REF	R	10/09/2025	75.00		315376		75.00
5397		MID-STATE GARAGE DOOR & SERV,							
	I-9876543411	PSD	R	10/09/2025	490.00		315377		490.00
0293		MOTOROLA SOLUTIONS							
	I-1187156625	1036662220	R	10/09/2025	2,438.64		315378		2,438.64
3604		NAFECO, INC.							
	I-1372617	DES095	R	10/09/2025	76.00		315379		76.00
5458		QUADIENT FINANCE USA, INC							
	I-202510082064	7900 0440 8121 5315	R	10/09/2025	2,000.00		315380		2,000.00
5539		R & M SERVICE SOLUTIONS, LLC							
	I-SOI01792	UTILITIES	R	10/09/2025	25,150.00		315381		25,150.00
2950		SAFEGUARD SECURITY,INC							
	I-078203	1939	R	10/09/2025	552.00		315382		552.00
5376		SANDERS LABORATORIES, INC.							
	I-85158	DESOTO WWTP	R	10/09/2025	83.00		315383		83.00
4775		SANTANDER LEASING, LLC							
	I-17465731	LANDFILL	R	10/09/2025	9,568.92		315384		
	I-17886270	LANDFILL	R	10/09/2025	9,568.92		315384		19,137.84
1		SARAH CRUZ							
	I-202510072052	CRUZ OCT 4 EH DEPOS	R	10/09/2025	200.00		315385		200.00
6126		SARASOTA CO.STATE ATTORNEY'S O							
	I-JULYSEPTEMBER2025	JULY 1-SEPTEMBER 30, 2025	R	10/09/2025	34,637.41		315386		34,637.41
6271		SAVVIK BUYING GROUP							
	I-2899	PSD	R	10/09/2025	3,479.00		315387		3,479.00

VENDOR SET: 01 Desoto County
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DATE RANGE: 9/23/2025 THRU 10/10/2025

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0259		SMITH'S RANCH & GARDEN							
	I-098692	142224	R	10/09/2025	35.98		315388		
	I-098748	142224	R	10/09/2025	35.98		315388		
	I-099083	142224	R	10/09/2025	31.99		315388		103.95
2940		SOUTHERN OXYGEN & WELDING SUPP							
	I-552010	DC4842	R	10/09/2025	101.32		315389		
	I-552370	DC4842	R	10/09/2025	816.65		315389		917.97
3469		STANTEC CONSULTING SERVICES, I							
	I-2430231	63591	R	10/09/2025	8,070.00		315390		8,070.00
1		STATE ROAD AND TOLLWAT AU							
	I-01554481006462	3643	R	10/09/2025	31.70		315391		31.70
4805		SUNCOAST PRINT & PROMOTIONS, I							
	I-421486	0001	R	10/09/2025	150.00		315392		150.00
6068		T-MOBILE USA, INC							
	I-202510082063	998198432	R	10/09/2025	75.85		315393		75.85
4777		THE LAKE DOCTORS, INC							
	I-313234B	721714	R	10/09/2025	224.00		315394		224.00
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5035960336	450-0112216-000	R	10/09/2025	251.26		315395		251.26
5756		VAULT HEALTH							
	I-202510072045	L23494	R	10/09/2025	70.00		315396		70.00
5027		VISION ACE HARDWARE, LLC							
	C-400714	920161	R	10/09/2025	37.99CR		315397		
	I-400526	920161	R	10/09/2025	29.99		315397		
	I-400548	920161	R	10/09/2025	29.99		315397		
	I-400581	920161	R	10/09/2025	105.33		315397		
	I-400597	920161	R	10/09/2025	35.98		315397		
	I-400630	920161	R	10/09/2025	9.92		315397		
	I-400707	920161	R	10/09/2025	37.99		315397		
	I-400711	920161	R	10/09/2025	75.97		315397		
	I-400713	920161	R	10/09/2025	20.57		315397		307.75
5028		VISION ACE HARDWARE, LLC							
	I-399917	920171	R	10/09/2025	42.57		315398		
	I-400344	920171	R	10/09/2025	9.99		315398		52.56

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5030		VISION ACE HARDWARE, LLC.							
	I-400566	920165	R	10/09/2025	155.39		315399		155.39
5400		VOIANCE LANGUAGE SERVICES, LLC							
	I-2025068014	669621	R	10/09/2025	25.00		315400		25.00
1		WENDY HUNTER							
	I-202510072053	HUNTER DEPOSIT 0C	R	10/09/2025	200.00		315401		200.00
5084		WIDEIKIS, BENEDICT & BERNTSSON							
	I-37330	SPECIAL MASTER FEES	R	10/09/2025	403.80		315402		403.80
6020		ZAMORAS LAWN & LANDSCAPE LLC							
	I-CI3539	452	R	10/09/2025	2,580.00		315403		2,580.00
6275		TWC SERVICES, INC.							
	I-75758071	334700	R	10/09/2025	1,593.00		315404		1,593.00

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	235		755,272.01	0.00	755,272.01
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	10		272,907.21	0.00	272,907.21
EFT:	70		2,560,924.23	0.00	2,560,924.23
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00			
		VOID CREDITS 0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBK TOTALS:	315	3,589,103.45	0.00	3,589,103.45
BANK: APBK TOTALS:	315	3,589,103.45	0.00	3,589,103.45

VENDOR SET: 01 Desoto County
BANK: FSA FLEXIBLE SPENDING ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5838	WAGEWORKS, INC							
I-202510022039	SEPTEMBER 2025 CLAIM PYMT DISB	D	9/30/2025	5,296.70		004806		5,296.70

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	1			5,296.70	0.00	5,296.70
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: FSA TOTALS:	1	5,296.70	0.00	5,296.70
BANK: FSA TOTALS:	1	5,296.70	0.00	5,296.70

VENDOR SET: 01 Desoto County
BANK: IHC INDIGENT HEALTH CARE TRUS
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0702	DESOTO MEMORIAL HOSPITAL							
I-202509251992	JULY 2025 INDGNT HLTH CARE TAX	E	9/25/2025	151,869.54		006843		151,869.54

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	1			151,869.54	0.00	151,869.54
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: IHC TOTALS:	1	151,869.54	0.00	151,869.54
BANK: IHC TOTALS:	1	151,869.54	0.00	151,869.54

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0004		HARTFORD LIFE INSUR CO (EMPOWE							
	I-DC1202509241979	DEFERRED COMP/HARTFORD	D	9/29/2025	75.00		004798		75.00
0006		VALIC RETIREMENT SERVICES							
	I-DC3202509241979	DEFERRED COMP/VALIC	D	9/26/2025	800.00		004799		800.00
0017		DEPARTMENT OF TREASURY							
	I-T1 202509241979	FEDERAL WITHHOLDING	D	9/26/2025	16,922.65		004800		
	I-T3 202509241979	FICA WITHHOLDING	D	9/26/2025	25,266.20		004800		
	I-T4 202509241979	MEDICARE WITHHOLDING	D	9/26/2025	5,908.96		004800		48,097.81
1288		DESOTO CO BOCC PAYROLL ACCOUNT							
	I-001202509241979	PAYROLL REIMBURSEMENT	D	9/26/2025	49,306.10		004801		
	I-102202509241979	PAYROLL REIMBURSEMENT	D	9/26/2025	23,560.49		004801		
	I-105202509241979	PAYROLL REIMBURSEMENT	D	9/26/2025	6,035.09		004801		
	I-106202509241979	PAYROLL REIMBURSEMENT	D	9/26/2025	62,379.10		004801		
	I-134202509241979	PAYROLL REIMBRSEMENT	D	9/26/2025	2,318.59		004801		
	I-150202509241979	PAYROLL REIMBURSEMENT	D	9/26/2025	320.34		004801		
	I-190202509241979	PAYROLL REIMBURSEMENT	D	9/26/2025	555.39		004801		
	I-400202509241979	PAYROLL REIMBURSEMENT	D	9/26/2025	6,067.90		004801		
	I-410202509241979	PAYROLL REIMBURSEMENT	D	9/26/2025	8,500.25		004801		159,043.25
3004		ICMA-RC							
	I-DC4202509241979	ICMA-RC FLAT AMOUNT	D	9/26/2025	175.00		004802		175.00
3125		EXPERTPAY							
	I-C08202509241979	REMIT ID#0150000117DR14	D	9/26/2025	48.23		004803		
	I-C55202509241979	CASE# 2013 DR 00069	D	9/26/2025	246.81		004803		
	I-C57202509241979	CASE# 2013 DR 00069	D	9/26/2025	5.25		004803		
	I-C76202509241979	CASE #142020DR000338	D	9/26/2025	43.10		004803		
	I-C78202509241979	CASE #180000456FC13	D	9/26/2025	99.58		004803		
	I-C83202509241979	#25180000130DR	D	9/26/2025	111.50		004803		
	I-C84202509241979	#58140005806CA	D	9/26/2025	64.96		004803		
	I-C85202509241979	#08240000906DR	D	9/26/2025	214.70		004803		
	I-C86202509241979	2024DR436	D	9/26/2025	65.57		004803		899.70
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-DC2202509241979	DEFERRED COMP/NACO	D	9/26/2025	1,751.49		004804		1,751.49
4974		BOSTON MUTUAL LIFE INSURANCE C							
	I-LBA202509241979	EMPLOYEE PAID LIFE INS AFT TAX	D	9/26/2025	137.69		004805		137.69
0006		VALIC RETIREMENT SERVICES							
	I-DC3202510022031	DEFERRED COMP/VALIC	D	10/03/2025	750.00		004808		750.00

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0017		DEPARTMENT OF TREASURY							
	I-T1 202510022031	FEDERAL WITHHOLDING	D	10/03/2025	17,857.78		004809		
	I-T3 202510022031	FICA WITHHOLDING	D	10/03/2025	25,773.32		004809		
	I-T4 202510022031	MEDICARE WITHHOLDING	D	10/03/2025	6,027.56		004809		49,658.66
1288		DESOTO CO BOCC PAYROLL ACCOUNT							
	I-001202510022031	PAYROLL REIMBURSEMENT	D	10/03/2025	49,600.04		004810		
	I-102202510022031	PAYROLL REIMBURSEMENT	D	10/03/2025	22,651.11		004810		
	I-105202510022031	PAYROLL REIMBURSEMENT	D	10/03/2025	6,035.09		004810		
	I-106202510022031	PAYROLL REIMBURSEMENT	D	10/03/2025	65,779.11		004810		
	I-134202510022031	PAYROLL REIMBRSEMENT	D	10/03/2025	2,318.59		004810		
	I-150202510022031	PAYROLL REIMBURSEMENT	D	10/03/2025	320.35		004810		
	I-190202510022031	PAYROLL REIMBURSEMENT	D	10/03/2025	555.39		004810		
	I-400202510022031	PAYROLL REIMBURSEMENT	D	10/03/2025	5,624.12		004810		
	I-410202510022031	PAYROLL REIMBURSEMENT	D	10/03/2025	8,863.94		004810		161,747.74
3004		ICMA-RC							
	I-DC4202510022031	ICMA-RC FLAT AMOUNT	D	10/03/2025	175.00		004811		175.00
3125		EXPERTPAY							
	I-C08202510022031	REMIT ID#0150000117DR14	D	10/03/2025	48.23		004812		
	I-C55202510022031	CASE# 2013 DR 00069	D	10/03/2025	246.81		004812		
	I-C57202510022031	CASE# 2013 DR 00069	D	10/03/2025	5.25		004812		
	I-C76202510022031	CASE #142020DR000338	D	10/03/2025	43.10		004812		
	I-C83202510022031	#25180000130DR	D	10/03/2025	111.50		004812		
	I-C84202510022031	#58140005806CA	D	10/03/2025	64.96		004812		
	I-C85202510022031	#08240000906DR	D	10/03/2025	214.70		004812		
	I-C86202510022031	2024DR436	D	10/03/2025	65.57		004812		800.12
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-DC2202510022031	DEFERRED COMP/NACO	D	10/03/2025	1,751.49		004813		1,751.49
4974		BOSTON MUTUAL LIFE INSURANCE C							
	I-LBA202510022031	EMPLOYEE PAID LIFE INS AFT TAX	D	10/03/2025	137.69		004814		137.69
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-NA1202509041879	ELECTED OFFICIALS/HI RTMT	D	9/30/2025	454.54		004815		
	I-NA1202509101913	ELECTED OFFICIALS/HI RTMT	D	9/30/2025	454.54		004815		
	I-NA1202509171940	ELECTED OFFICIALS/HI RTMT	D	9/30/2025	454.54		004815		
	I-NA1202509241979	ELECTED OFFICIALS/HI RTMT	D	9/30/2025	454.54		004815		
	I-NA3202509041879	SPECIAL RISK/UB NACO	D	9/30/2025	337.12		004815		
	I-NA3202509101913	SPECIAL RISK/UB NACO	D	9/30/2025	372.15		004815		
	I-NA3202509171940	SPECIAL RISK/UB NACO	D	9/30/2025	337.12		004815		
	I-NA3202509241979	SPECIAL RISK/UB NACO	D	9/30/2025	337.12		004815		3,201.67

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5398		UNITED WAY SUNCOAST, INC							
	I-UWY202509041879	UNITED WAY DEDUCTIONS	D	9/30/2025	6.00		004816		
	I-UWY202509101913	UNITED WAY DEDUCTIONS	D	9/30/2025	6.00		004816		
	I-UWY202509171940	UNITED WAY DEDUCTIONS	D	9/30/2025	6.00		004816		
	I-UWY202509241979	UNITED WAY DEDUCTIONS	D	9/30/2025	6.00		004816		24.00
5419		DESOTO COUNTY FLEXIBLE SPENDIN							
	I-FSA202509041879	FLEX SPENDING ACCT DEDUCTIONS	D	9/29/2025	830.74		004817		
	I-FSA202509101913	FLEX SPENDING ACCT DEDUCTIONS	D	9/29/2025	830.74		004817		
	I-FSA202509171940	FLEX SPENDING ACCT DEDUCTIONS	D	9/29/2025	830.74		004817		
	I-FSA202509241979	FLEX SPENDING ACCT DEDUCTIONS	D	9/29/2025	830.74		004817		3,322.96
6098		BLUE CROSS AND BLUE SHIELD OF							
	I-202510032040	OCT 25 BOCC HEALTH INS PREM	D	10/03/2025	210,095.83		004818		
	I-UCB202509041879	DEPENDENT CHILD HEALTH PRE TAX	D	10/03/2025	840.88		004818		
	I-UCB202509101913	DEPENDENT CHILD HEALTH PRE TAX	D	10/03/2025	840.88		004818		
	I-UCB202509171940	DEPENDENT CHILD HEALTH PRE TAX	D	10/03/2025	840.88		004818		
	I-UCB202509241979	DEPENDENT CHILD HEALTH PRE TAX	D	10/03/2025	840.88		004818		
	I-UD1202509041879	SUBSIDIZED DEP CHILD HEALTH	D	10/03/2025	840.88		004818		
	I-UD1202509101913	SUBSIDIZED DEP CHILD HEALTH	D	10/03/2025	840.88		004818		
	I-UD1202509171940	SUBSIDIZED DEP CHILD HEALTH	D	10/03/2025	840.88		004818		
	I-UD1202509241979	SUBSIDIZED DEP CHILD HEALTH	D	10/03/2025	840.88		004818		
	I-UD2202509041879	SUBSIDIZED SP HEALTH	D	10/03/2025	1,633.45		004818		
	I-UD2202509101913	SUBSIDIZED SP HEALTH	D	10/03/2025	1,633.45		004818		
	I-UD2202509171940	SUBSIDIZED SP HEALTH	D	10/03/2025	1,633.45		004818		
	I-UD2202509241979	SUBSIDIZED SP HEALTH	D	10/03/2025	1,633.45		004818		
	I-UD3202509041879	SUBSIDIZED FAM HEALTH	D	10/03/2025	4,303.07		004818		
	I-UD3202509101913	SUBSIDIZED FAM HEALTH	D	10/03/2025	4,303.07		004818		
	I-UD3202509171940	SUBSIDIZED FAM HEALTH	D	10/03/2025	4,303.07		004818		
	I-UD3202509241979	SUBSIDIZED FAM HEALTH	D	10/03/2025	4,303.07		004818		
	I-UDC202509041879	SUBSIDIZED DEP HEALTH INS	D	10/03/2025	251.32		004818		
	I-UDC202509101913	SUBSIDIZED DEP HEALTH INS	D	10/03/2025	251.32		004818		
	I-UDC202509171940	SUBSIDIZED DEP HEALTH INS	D	10/03/2025	251.32		004818		
	I-UDC202509241979	SUBSIDIZED DEP HEALTH INS	D	10/03/2025	251.32		004818		
	I-UEE202509041879	COUNTY PAID EMP HEALTH INS	D	10/03/2025	42,780.52		004818		
	I-UEE202509101913	COUNTY PAID EMP HEALTH INS	D	10/03/2025	42,780.52		004818		
	I-UEE202509171940	COUNTY PAID EMP HEALTH INS	D	10/03/2025	42,059.50		004818		
	I-UEE202509241979	COUNTY PAID EMP HEALTH INS	D	10/03/2025	42,540.18		004818		
	I-UFB202509041879	FAMILY HLTH PRE TAX	D	10/03/2025	4,303.07		004818		
	I-UFB202509101913	FAMILY HLTH PRE TAX	D	10/03/2025	4,303.07		004818		
	I-UFB202509171940	FAMILY HLTH PRE TAX	D	10/03/2025	4,303.07		004818		
	I-UFB202509241979	FAMILY HLTH PRE TAX	D	10/03/2025	4,303.07		004818		
	I-USB202509041879	SPOUSE HLTH PRE TAX	D	10/03/2025	1,633.58		004818		
	I-USB202509101913	SPOUSE HLTH PRE TAX	D	10/03/2025	1,633.58		004818		
	I-USB202509171940	SPOUSE HLTH PRE TAX	D	10/03/2025	1,633.58		004818		
	I-USB202509241979	SPOUSE HLTH PRE TAX	D	10/03/2025	1,633.58		004818		435,481.55

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0004		HARTFORD LIFE INSUR CO (EMPOWE							
	I-DC1202510022031	DEFERRED COMP/HARTFORD	D	10/06/2025	75.00		004822		75.00
6098		BLUE CROSS AND BLUE SHIELD OF							
	I-202510092068	OCTOBER 25 HEALTH INS PREM	D	10/03/2025	1,922.72		004828		1,922.72
6098		BLUE CROSS AND BLUE SHIELD OF							
	I-202510092069	OCTOBER 25 RETIREE HEALTH INS	D	10/01/2025	25,836.21		004829		25,836.21
0015		FLORIDA RETIREMENT SYSTEM							
	I-202510092071	SEP25 PAYROLL REIMB	D	10/07/2025	205.54		004830		
	I-CA 202509041879	RENEWED INV PLAN/REG/CA	D	10/07/2025	608.25		004830		
	I-CA 202509101913	RENEWED INV PLAN/REG/CA	D	10/07/2025	602.29		004830		
	I-CA 202509171940	RENEWED INV PLAN/REG/CA	D	10/07/2025	613.44		004830		
	I-CA 202509241979	RENEWED INV PLAN/REG/CA	D	10/07/2025	574.26		004830		
	I-CM 202509041879	RENEWED INV PLAN/SM/CM	D	10/07/2025	469.75		004830		
	I-CM 202509101913	RENEWED INV PLAN/SM/CM	D	10/07/2025	469.75		004830		
	I-CM 202509171940	RENEWED INV PLAN/SM/CM	D	10/07/2025	469.75		004830		
	I-CM 202509241979	RENEWED INV PLAN/SM/CM	D	10/07/2025	469.75		004830		
	I-DP 202509041879	DROP/DP RETIREMENT	D	10/07/2025	1,935.86		004830		
	I-DP 202509101913	DROP/DP RETIREMENT	D	10/07/2025	2,050.93		004830		
	I-DP 202509171940	DROP/DP RETIREMENT	D	10/07/2025	2,095.71		004830		
	I-DP 202509241979	DROP/DP RETIREMENT	D	10/07/2025	2,072.35		004830		
	I-FRE202509041879	EMPLOYEE 3%	D	10/07/2025	5,837.93		004830		
	I-FRE202509101913	EMPLOYEE 3%	D	10/07/2025	6,236.80		004830		
	I-FRE202509171940	EMPLOYEE 3%	D	10/07/2025	5,721.12		004830		
	I-FRE202509241979	EMPLOYEE 3%	D	10/07/2025	5,942.12		004830		
	I-HA 202509041879	REGULAR CLASS/HA RETIREMENT	D	10/07/2025	8,778.87		004830		
	I-HA 202509101913	REGULAR CLASS/HA RETIREMENT	D	10/07/2025	9,266.48		004830		
	I-HA 202509171940	REGULAR CLASS/HA RETIREMENT	D	10/07/2025	8,862.46		004830		
	I-HA 202509241979	REGULAR CLASS/HA RETIREMENT	D	10/07/2025	8,980.32		004830		
	I-HB 202509041879	SPECIAL RISK/HB RETIREMENT	D	10/07/2025	22,992.15		004830		
	I-HB 202509101913	SPECIAL RISK/HB RETIREMENT	D	10/07/2025	26,118.41		004830		
	I-HB 202509171940	SPECIAL RISK/HB RETIREMENT	D	10/07/2025	22,007.67		004830		
	I-HB 202509241979	SPECIAL RISK/HB RETIREMENT	D	10/07/2025	23,675.46		004830		
	I-HI 202509041879	ELECT OFFIC/HI RETIREMENT	D	10/07/2025	454.54		004830		
	I-HI 202509101913	ELECT OFFIC/HI RETIREMENT	D	10/07/2025	454.54		004830		
	I-HI 202509171940	ELECT OFFIC/HI RETIREMENT	D	10/07/2025	454.54		004830		
	I-HI 202509241979	ELECT OFFIC/HI RETIREMENT	D	10/07/2025	454.54		004830		
	I-HM 202509041879	SR MGMT/HM RETIREMENT	D	10/07/2025	3,449.48		004830		
	I-HM 202509101913	SR MGMT/HM RETIREMENT	D	10/07/2025	3,449.49		004830		
	I-HM 202509171940	SR MGMT/HM RETIREMENT	D	10/07/2025	3,449.50		004830		
	I-HM 202509241979	SR MGMT/HM RETIREMENT	D	10/07/2025	3,449.48		004830		
	I-PA 202509041879	INVESTMENT REG/PA RETIREMENT	D	10/07/2025	4,663.12		004830		
	I-PA 202509101913	INVESTMENT REG/PA RETIREMENT	D	10/07/2025	4,638.82		004830		
	I-PA 202509171940	INVESTMENT REG/PA RETIREMENT	D	10/07/2025	4,671.99		004830		
	I-PA 202509241979	INVESTMENT REG/PA RETIREMENT	D	10/07/2025	4,738.91		004830		
	I-PB 202509041879	INVESTEMENT/SPECIAL RISK	D	10/07/2025	3,806.99		004830		

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-PB 202509101913	INVESTEMENT/SPECIAL RISK	D	10/07/2025	4,211.82		004830		
	I-PB 202509171940	INVESTEMENT/SPECIAL RISK	D	10/07/2025	3,175.91		004830		
	I-PB 202509241979	INVESTEMENT/SPECIAL RISK	D	10/07/2025	3,735.95		004830		
	I-PI 202509041879	INVESTMENT/ELECTED OFFICIAL	D	10/07/2025	1,363.62		004830		
	I-PI 202509101913	INVESTMENT/ELECTED OFFICIAL	D	10/07/2025	1,363.62		004830		
	I-PI 202509171940	INVESTMENT/ELECTED OFFICIAL	D	10/07/2025	1,363.62		004830		
	I-PI 202509241979	INVESTMENT/ELECTED OFFICIAL	D	10/07/2025	1,363.62		004830		
	I-PM 202509041879	INVESTMENT/SENIOR MANAGEMENT	D	10/07/2025	1,055.78		004830		
	I-PM 202509101913	INVESTMENT/SENIOR MANAGEMENT	D	10/07/2025	1,055.78		004830		
	I-PM 202509171940	INVESTMENT/SENIOR MANAGEMENT	D	10/07/2025	1,055.78		004830		
	I-PM 202509241979	INVESTMENT/SENIOR MANAGEMENT	D	10/07/2025	1,055.78		004830		
	I-UA 202509041879	FRS RETIREE REEMPLOYED	D	10/07/2025	279.77		004830		
	I-UA 202509101913	FRS RETIREE REEMPLOYED	D	10/07/2025	288.60		004830		
	I-UA 202509171940	FRS RETIREE REEMPLOYED	D	10/07/2025	269.58		004830		
	I-UA 202509241979	FRS RETIREE REEMPLOYED	D	10/07/2025	253.05		004830		
	I-UB 202509041879	FRS RETIREE REEMPLOYED SPEC RS	D	10/07/2025	319.16		004830		
	I-UB 202509101913	FRS RETIREE REEMPLOYED SPEC RS	D	10/07/2025	340.06		004830		
	I-UB 202509171940	FRS RETIREE REEMPLOYED SPEC RS	D	10/07/2025	334.82		004830		
	I-UB 202509241979	FRS RETIREE REEMPLOYED SPEC RS	D	10/07/2025	334.82		004830		228,414.50
0011		COLONIAL SUPPLEMENTAL INS							
	I-LF4202509041879	E9599903	R	10/02/2025	4.38		315320		
	I-LF4202509101913	E9599903	R	10/02/2025	4.38		315320		
	I-LF4202509171940	E9599903	R	10/02/2025	4.38		315320		
	I-LF4202509241979	E9599903	R	10/02/2025	4.38		315320		17.52
6099		FLORIDA COMBINED LIFE							
	I-202510022028	OCTOBER 2025 PREM	R	10/02/2025	8,180.13		315321		
	I-DCH202509041879	DENTAL CHILD HIGH	R	10/02/2025	147.42		315321		
	I-DCH202509101913	DENTAL CHILD HIGH	R	10/02/2025	147.42		315321		
	I-DCH202509171940	DENTAL CHILD HIGH	R	10/02/2025	147.42		315321		
	I-DCH202509241979	DENTAL CHILD HIGH	R	10/02/2025	147.42		315321		
	I-DCL202509041879	DENTAL CHILD LOW	R	10/02/2025	66.48		315321		
	I-DCL202509101913	DENTAL CHILD LOW	R	10/02/2025	66.48		315321		
	I-DCL202509171940	DENTAL CHILD LOW	R	10/02/2025	66.48		315321		
	I-DCL202509241979	DENTAL CHILD LOW	R	10/02/2025	66.48		315321		
	I-DEH202509041879	DENTAL EMP HIGH	R	10/02/2025	554.07		315321		
	I-DEH202509101913	DENTAL EMP HIGH	R	10/02/2025	554.07		315321		
	I-DEH202509171940	DENTAL EMP HIGH	R	10/02/2025	531.30		315321		
	I-DEH202509241979	DENTAL EMP HIGH	R	10/02/2025	546.48		315321		
	I-DEL202509041879	DENTAL EMP LOW	R	10/02/2025	160.68		315321		
	I-DEL202509101913	DENTAL EMP LOW	R	10/02/2025	160.68		315321		
	I-DEL202509171940	DENTAL EMP LOW	R	10/02/2025	160.68		315321		
	I-DEL202509241979	DENTAL EMP LOW	R	10/02/2025	160.68		315321		
	I-DFH202509041879	DENTAL FAMILY HIGH	R	10/02/2025	524.52		315321		
	I-DFH202509101913	DENTAL FAMILY HIGH	R	10/02/2025	524.52		315321		
	I-DFH202509171940	DENTAL FAMILY HIGH	R	10/02/2025	524.52		315321		
	I-DFH202509241979	DENTAL FAMILY HIGH	R	10/02/2025	524.52		315321		

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-DFL202509041879	DENTAL FAM LOW	R	10/02/2025	139.08		315321		
	I-DFL202509101913	DENTAL FAM LOW	R	10/02/2025	139.08		315321		
	I-DFL202509171940	DENTAL FAM LOW	R	10/02/2025	139.08		315321		
	I-DFL202509241979	DENTAL FAM LOW	R	10/02/2025	139.08		315321		
	I-DSH202509041879	DENTAL SPOUSE HIGH	R	10/02/2025	250.88		315321		
	I-DSH202509101913	DENTAL SPOUSE HIGH	R	10/02/2025	250.88		315321		
	I-DSH202509171940	DENTAL SPOUSE HIGH	R	10/02/2025	250.88		315321		
	I-DSH202509241979	DENTAL SPOUSE HIGH	R	10/02/2025	250.88		315321		
	I-DSL202509041879	DENTAL SPOUSE LOW	R	10/02/2025	63.90		315321		
	I-DSL202509101913	DENTAL SPOUSE LOW	R	10/02/2025	63.90		315321		
	I-DSL202509171940	DENTAL SPOUSE LOW	R	10/02/2025	63.90		315321		
	I-DSL202509241979	DENTAL SPOUSE LOW	R	10/02/2025	63.90		315321		15,777.89
0009		LEGALSHIELD							
	C-202510022030	SEPTEMBER 2025	R	10/02/2025	0.06CR		315324		
	I-LEG202509041879	PREPAID LEGAL	R	10/02/2025	23.94		315324		
	I-LEG202509101913	PREPAID LEGAL	R	10/02/2025	23.94		315324		
	I-LEG202509171940	PREPAID LEGAL	R	10/02/2025	23.94		315324		
	I-LEG202509241979	PREPAID LEGAL	R	10/02/2025	23.94		315324		95.70
5130		PETTY CASH							
	I-COK202509041879	COKE FUND DEDUCTIONS	R	10/02/2025	158.00		315325		
	I-COK202509101913	COKE FUND DEDUCTIONS	R	10/02/2025	158.00		315325		
	I-COK202509171940	COKE FUND DEDUCTIONS	R	10/02/2025	158.00		315325		
	I-COK202509241979	COKE FUND DEDUCTIONS	R	10/02/2025	156.00		315325		630.00
5965		RICCO WASHBURN ESQ							
	I-G16202509241979	CASE #2018CC045	R	10/02/2025	100.00		315326		100.00
0010		AFLAC							
	C-202510082059	SEP25 INS BENEFITS	R	10/09/2025	0.60CR		315328		
	I-LF1202509041879	AFLAC PRETAX	R	10/09/2025	577.71		315328		
	I-LF1202509101913	AFLAC PRETAX	R	10/09/2025	577.71		315328		
	I-LF1202509171940	AFLAC PRETAX	R	10/09/2025	577.71		315328		
	I-LF1202509241979	AFLAC PRETAX	R	10/09/2025	577.71		315328		
	I-LF2202509041879	AFLAC AFTER TAX	R	10/09/2025	310.66		315328		
	I-LF2202509101913	AFLAC AFTER TAX	R	10/09/2025	310.66		315328		
	I-LF2202509171940	AFLAC AFTER TAX	R	10/09/2025	310.66		315328		
	I-LF2202509241979	AFLAC AFTER TAX	R	10/09/2025	310.66		315328		3,552.88
4873		FIDELITY SECURITY LIFE INSURAN							
	C-202510082057	OCTOBER 2025 VISION INS BEN	R	10/09/2025	1.61CR		315329		
	I-ECB202509041879	VISION EMP CHILD BEFORE TAX	R	10/09/2025	21.15		315329		
	I-ECB202509101913	VISION EMP CHILD BEFORE TAX	R	10/09/2025	21.15		315329		
	I-ECB202509171940	VISION EMP CHILD BEFORE TAX	R	10/09/2025	21.15		315329		
	I-ECB202509241979	VISION EMP CHILD BEFORE TAX	R	10/09/2025	21.15		315329		
	I-EEB202509041879	VISION EE BEFORE TAX	R	10/09/2025	89.68		315329		
	I-EEB202509101913	VISION EE BEFORE TAX	R	10/09/2025	89.68		315329		

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-EEB202509171940	VISION EE BEFORE TAX	R	10/09/2025	89.68		315329		
	I-EEB202509241979	VISION EE BEFORE TAX	R	10/09/2025	89.68		315329		
	I-EFB202509041879	VISION EMP FAMILY BEFORE TAX	R	10/09/2025	79.35		315329		
	I-EFB202509101913	VISION EMP FAMILY BEFORE TAX	R	10/09/2025	79.35		315329		
	I-EFB202509171940	VISION EMP FAMILY BEFORE TAX	R	10/09/2025	79.35		315329		
	I-EFB202509241979	VISION EMP FAMILY BEFORE TAX	R	10/09/2025	79.35		315329		
	I-ESB202509041879	VISION EMP SPOUSE BEFORE TAX	R	10/09/2025	24.53		315329		
	I-ESB202509101913	VISION EMP SPOUSE BEFORE TAX	R	10/09/2025	24.53		315329		
	I-ESB202509171940	VISION EMP SPOUSE BEFORE TAX	R	10/09/2025	24.53		315329		
	I-ESB202509241979	VISION EMP SPOUSE BEFORE TAX	R	10/09/2025	24.53		315329		857.23
5965		RICCO WASHBURN ESQ							
	I-G16202510022031	CASE #2018CC045	R	10/09/2025	100.00		315331		100.00
4983		WASHINGTON NATIONAL INS CO							
	I-202510082058	SEP25 INS BENEFITS	R	10/09/2025	22.64		315332		
	I-LF8202509041879	WASHINGTON NATIONAL INSURANCE	R	10/09/2025	694.16		315332		
	I-LF8202509101913	WASHINGTON NATIONAL INSURANCE	R	10/09/2025	716.99		315332		
	I-LF8202509171940	WASHINGTON NATIONAL INSURANCE	R	10/09/2025	716.99		315332		
	I-LF8202509241979	WASHINGTON NATIONAL INSURANCE	R	10/09/2025	716.99		315332		2,867.77

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	9			23,998.99	0.00	23,998.99
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	23			1,124,279.25	0.00	1,124,279.25
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PYBK TOTALS:	32	1,148,278.24	0.00	1,148,278.24
BANK: PYBK TOTALS:	32	1,148,278.24	0.00	1,148,278.24

VENDOR SET: 01 Desoto County
BANK: SHIP LOCAL HOUSING/ SHIP ACCT
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6173		CREATIVE SOLUTIONS PROVIDER LL							
	I-152	JOHNSON CHANGE ORDER	R	9/25/2025	8,255.00		001798		8,255.00
4899		NADIA DAUGHTREY, CLERK OF COUR							
	I-202509221953	J SIMIC MORTGAGE RECORDING	R	9/25/2025	132.00		001799		132.00
4899		NADIA DAUGHTREY, CLERK OF COUR							
	I-202509251982	MORTGAGE SATISFACTION	R	9/25/2025	10.00		001800		10.00
3203		R D WELCH COMPANY							
	I-251293AA	BLANDIN DRAW 4	R	10/02/2025	8,671.11		001801		8,671.11
3324		PEACE RIVER SHOPPER							
	I-227677	SOCIAL SERVICES	R	10/09/2025	144.00		001802		144.00
0514		ARCADIA ABSTRACT & TITLE							
	I-202510072042	MARY TERESA ROJAS-BOYD	D	9/24/2025	15,000.00		004820		15,000.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5			17,212.11	0.00	17,212.11
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	1			15,000.00	0.00	15,000.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: SHIP TOTALS:	6	32,212.11	0.00	32,212.11
BANK: SHIP TOTALS:	6	32,212.11	0.00	32,212.11

VENDOR SET: 01 Desoto County
BANK: U-CAP UTILITIES CAPITAL-CONSOL
DATE RANGE: 9/23/2025 THRU 10/10/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2643		KIMLEY-HORN & ASSOCIATES, INC.							
	I-0484390200825	048439020	R	10/09/2025	11,340.00		000542		11,340.00
2643		KIMLEY-HORN & ASSOCIATES, INC.							
	I-33201116	048439022.1	R	10/09/2025	20,096.90		000543		20,096.90
5205		US WATER SERVICES CORP							
	I-S127684	C00212	E	10/03/2025	74,486.45		006893		74,486.45
4236		THE WEILER ENGINEERING CORPOR							
	I-3338	24052.008	E	10/10/2025	915.00		006915		915.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2			31,436.90	0.00	31,436.90
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	2			75,401.45	0.00	75,401.45
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: U-CAP TOTALS:	4	106,838.35	0.00	106,838.35
BANK: U-CAP TOTALS:	4	106,838.35	0.00	106,838.35
REPORT TOTALS:	359	5,033,598.39	0.00	5,033,598.39

SELECTION CRITERIA

VENDOR SET: 01-DESOTO COUNTY
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 9/23/2025 THRU 10/10/2025
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

DeSoto County

10/28/2025

Item #: 14.

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

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

TITLE & DESCRIPTION:
Resolution/Budget Amendment Fiscal Year 2024/2025

REQUESTED MOTION:
To adopt a Resolution relating to budget amendments 2025-162 affecting the 2024/2025 adopted budget.

SUMMARY:
The Resolution will approve the additions, corrections and redistribution of the 2024/2025 budget.

BACKGROUND:
Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses

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

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025- ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2024/2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Desoto County, Florida ("the Board") adopted an annual budget for Fiscal Year 2024/2025 as required by Florida law; and

WHEREAS, since its adoption, the Board has examined the adopted budget for Fiscal Year 2024/2025 and finds that amendments and supplements to the budget are necessary; and

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

Section 2. That the adopted budget for Fiscal Year 2024/2025 is hereby amended and supplemented as provided in Budget Amendment 2025-162.

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

PASSED AND ADOPTED this 28th day of October 2025.

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

_____ By: _____

Mandy Hines
County Administrator

Joel C. Deriso
Chairman

Approved as to form and legal sufficiency:

_____

Valerie Vicente
County Attorney

Department	Attachment	Amendment	Description
Budget Carryovers- Various Departments	2	162	Adjust FY2024/205 budget for carryovers into FY2025/26.

2024/2025 Budget Amendments Packet 26
October 28, 2025

	Revenue Sources				Expenses Account Description	
Attachment	**General Fund**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Special Revenue**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	5,425.00	Capital Equipment	102	162	5,425.00	Reserve for Contingency
2	95,211.00	Professional Services	175	162	95,211.00	Contingency
	$ 100,636.00				$ 100,636.00	
Attachment	**Capital Construction Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Enterprise Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	39,421.00	Professional Svc. Leachate	400	162	39,421.00	Reserves
	$ 39,421.00				$ 39,421.00	
Attachment	**Agency Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
	$ 140,057.00	Total Debits			$ 140,057.00	Total Credits

BUDGET AMENDMENT REQUEST/CORRECTION

2024/2025

Department	Budget Carryovers -Various Departments	Date	10/28/2025	Amendment #	2025-162

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
10243365809901000	Reserve for Contingency	657,527.00	5,425.00		662,952.00	Adjust FY2024/25 budget for carryovers into FY2025/26
10260505416400000	Capital Equipment	741,039.00		5,425.00	735,614.00	Road & Bridge
17571315259900000	Contingency	-	95,211.00		95,211.00	ARPA Funds-COC Digitization
17571315253100000	Professional Services	208,555.00		95,211.00	113,344.00	
40042305349900000	Reserves	5,358,120.00	39,421.00		5,397,541.00	Environmental Services
40042305343100022	Professional Svc Leachate	128,916.00		39,421.00	89,495.00	
	Column TOTALS		140,057.00	140,057.00		$ -

APPROVALS

Board Chairman _____ Date: 10/28/2025

County Administrator _____ Date: 10/28/2025

Finance Director _____ Date: 10/28/2025

Budget Coordinator _____ Date: 10/28/2025

Entered By _____ Date: 10/28/2025

ATTACHMENT 2

DeSoto County

10/28/2025

Item #: 15.

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

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

TITLE & DESCRIPTION:
Resolution/Budget Amendment Fiscal Year 2025/2026

REQUESTED MOTION:
To adopt a Resolution relating to budget amendments 2026-8, 2026-10 and 2026-11 affecting the 2025/2026 adopted budget.

SUMMARY:
The Resolution will approve the additions, corrections and redistribution of the 2025/2026 budget.

BACKGROUND:
Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses

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

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025- ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Desoto County, Florida ("the Board") adopted an annual budget for Fiscal Year 2025/2026 as required by Florida law; and

WHEREAS, since its adoption, the Board has examined the adopted budget for Fiscal Year 2025/2026 and finds that amendments and supplements to the budget are necessary; and

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

Section 2. That the adopted budget for Fiscal Year 2025/2026 is hereby amended and supplemented as provided in Budget Amendment 2026-8, 2026-10 and 2026-11.

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

PASSED AND ADOPTED this 28th day of October 2025.

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

_____
Mandy Hines
County Administrator

By: _____
Joel C. Deriso
Chairman

Approved as to form and legal sufficiency:

_____
Valerie Vicente
County Attorney

Department	Attachment	Amendment	Description
General Fund	2	8	Certification of final taxable values received by the Property Appraiser's office. Budget additional expenses in General Fund & GIS position in Engineering
Budget Carryovers-Various Funds	3	10	Adjust FY25/26 budget for prior years carryovers.
Special Projects	4	11	CDBG-DR match adjustment & budget balance of Desoto Park project into FY25/26

2025/2026 Budget Amendments Packet 2
October 28, 2025

		Revenue Sources				Expenses Account Description	
Attachment	**General Fund**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	1,320,712.00	Ad Valorem & Law MSTU	001	8	1,320,712.00	Various Expenses & Reserves
2	101,114.00	Contingency	001	8	101,114.00	Trsf. To Transportation
4	34,286.00	Trsf. From Special Projects	001	11	34,286.00	Contingency
	$ 1,456,112.00				$ 1,456,112.00	
Attachment	**Special Revenue**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	101,114.00	Trsf in General Fund	102	8	101,114.00	Payroll GL Accounts
2	5,425.00	Fund Balance	102	10	5,425.00	Professional Svcs.
2	95,211.00	Fund Balance	175	10	95,211.00	Professional Svcs.
4	229,431.00	Various GL Accounts	307	11	229,431.00	Various GL Accts.
	$ 431,181.00				$ 431,181.00	
Attachment	**Capital Construction Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Enterprise Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	39,421.00	Fund Balance	400	10	39,421.00	Professional Svcs. Leachate
	$ 39,421.00				$ 39,421.00	
Attachment	**Agency Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
	$ 1,926,714.00	Total Debits			$ 1,926,714.00	Total Credits

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	General Fund		Date	10/28/2025	Amendment #	2026-8

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
00199985596300000	Kings Hwy Capital Reserve	3,729,140.00	500,000.00		4,229,140.00	Certification of final taxable values received by the Property
00199985599100000	Contingency	9,659,938.00	723,284.00		10,383,222.00	Appraiser's office. Budget additional expenses in General
00126085193400001	Custodial Services	44,509.00	9,600.00		54,109.00	Fund & GIS position in Engineering.
00126085194610000	Non-Capital Major Improvements	75,000.00	25,000.00		100,000.00	
00171495134200000	Postage-Elected Officials	30,000.00	5,000.00		35,000.00	
00171495134200001	Postage BOCC-Depts.	22,000.00	5,000.00		27,000.00	
00100003110000000	Ad Valorem Taxes	18,922,994.00		961,969.00	19,884,963.00	
00100003110200000	Law Enforcement MSTU	7,118,099.00		358,743.00	7,476,842.00	
00100003900000000	Less 4%	(1,041,644.00)	52,828.00		(1,094,472.00)	
00171505819100102	Trsf. To Transportation	2,117,964.00	101,114.00		2,219,078.00	
00199985599100000	Contingency	10,383,222.00		101,114.00	10,282,108.00	
10260535411200000	Salaries	86,669.00	65,000.00		151,669.00	
10260535412100000	FICA	6,630.00	4,973.00		11,603.00	
10260535412200000	Retirement	12,160.00	9,120.00		21,280.00	
10260535412300000	Employee Insurance	20,479.00	11,747.00		32,226.00	
10260535412310000	Dependent Health Insurance	15,011.00	8,980.00		23,991.00	
10260535412400000	Workers Compensation	1,726.00	1,294.00		3,020.00	
10200003810000001	Trsf. from General Fund	2,117,964.00		101,114.00	2,219,078.00	
	Column TOTALS		1,522,940.00	1,522,940.00		$ -

APPROVALS

Board Chairman _____ Date: 10/28/2025

County Administrator _____ Date: 10/28/2025

Finance Director _____ Date: 10/28/2025

Budget Coordinator _____ Date: 10/28/2025

Entered By _____ Date: 10/28/2025

ATTACHMENT 2

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	**Budget Carryovers-Various Departments**	Date	10/28/2025	Amendment #	**2026-10**

Account #	Account Description	CURRENT Budget	**DEBIT**	**CREDIT**	**REVISED** Budget Amt	Explanation for Request
10260505416400000	Capital Equipment	333,531.00	5,425.00		338,956.00	Adjust FY 2025/26 budget for prior year carryovers.
10200003990000000	Fund Balance	1,471,389.00		5,425.00	1,476,814.00	Road & Bridge
17571315253100000	Professional Services	-	95,211.00		95,211.00	ARPA Funds - COC Digitzation
17500003990000000	Fund Balance	-		95,211.00	95,211.00	
40042305343100022	Professional Svc Leachate	-	39,421.00		39,421.00	Environmental Services
40000003990000000	Fund Balance	5,627,708.00		39,421.00	5,667,129.00	
	Column TOTALS		140,057.00	140,057.00		$ -
			APPROVALS			

Board Chairman _____ Date: 10/28/2025

County Administrator _____ Date: 10/28/2025

Finance Director _____ Date: 10/28/2025

Budget Coordinator _____ Date: 10/28/2025

Entered By _____ Date: 10/28/2025

ATTACHMENT 3

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Special Projects		Date	10/28/2025	Amendment #	2026-11

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
30700003312002024	PSD Fire Safe Room Grant	337,500.00	137,145.00		200,355.00	CDBG-DR match grant award. Return BOCC match to
30700003312002026	PSD Safe Room 2 FDEM	-		102,859.00	102,859.00	General Fund.
30700003342002026	PSD Safe Room 2 CDBG-DR	-		34,286.00	34,286.00	
30770715819100001	TRSF to General Fund	-	34,286.00		34,286.00	
30700003990000000	Fund Balance	938,674.00		34,286.00	972,960.00	
00199985599100000	Contingency	10,282,108.00	34,286.00		10,316,394.00	
00100003810000307	TRSF from Special Projects	-		34,286.00	34,286.00	
30770735723100000	Professional Services	-	24,811.00		24,811.00	Budget balance of Desoto Park project into FY25/26.
30700003990000000	Fund Balance	972,960.00	33,189.00		939,771.00	
30700003347004072	F.B.I.P. Grant Deep Creek	-		58,000.00	58,000.00	
	Column TOTALS		263,717.00	263,717.00		$ -

APPROVALS

Board Chairman _____ Date: 10/28/2025

County Administrator _____ Date: 10/28/2025

Finance Director _____ Date: 10/28/2025

Budget Coordinator _____ Date: 10/28/2025

Entered By _____ Date: 10/28/2025

ATTACHMENT 4

DeSoto County

10/28/2025

Item #: 16.

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

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

TITLE & DESCRIPTION:
Weiler Work Authorization 25/26-05 NE Bishop Street SCOP Design Services
FPID 448768-1-54-01

REQUESTED MOTION:
Approve the Weiler Work Authorization 25/26-05 for design and permitting services for NE Bishop Street.

SUMMARY:
Weiler Work Authorization 25/26-05 NE Bishop Street SCOP Design Services
FPID 448768-1-54-01

BACKGROUND:
DeSoto County has received grant funding administered by the Florida Department of Transportation (FDOT) through the Small County Outreach Program (SCOP) for improvements to NE Bishop Street from NE Masters Avenue to NW Cubitis Street (FPN 448768-1-54-01) in the amount of $1,285,132.00. The total project length is approximately 5.57 miles. WEC will perform an investigation of the existing roadway conditions and the need for improvements. WEC will evaluate road pavement improvements, drainage pipe replacement and safety improvements as allowed by the funding source and incorporate into the design based on need and available funding. WEC will provide engineering design services to develop complete bid/construction documents for this project. WEC will obtain an Environmental Resource Permit through the Southwest Florida Water Management District or confirmation of no permit required. This work authorization also includes surveying services and geotechnical testing.
FUNDS:
Budget Amount: **$1,285,132.00**
Actual Agenda Item Cost: **$110,398.06**
Account Number: **304-60555416300768**
Explanation: **SCOP funded Engineering portion**

DESOTO COUNTY PROFESSIONAL SERVICES
WORK AUTHORIZATION
ENGINEERING SERVICES
WEILER ENGINEERING CORPORATION

~~THIS WORK AUTHORIZATION~~

1	**WORK AUTHORIZATION#**	**WEILER -25/26-05**
2	**SHORT TITLE**	**NE Bishop Street SCOP Design Services FPID 448768-1-54-01**
3	**DATE SUBMITTED**	**10/28/2025**
4	**AMOUNT (LUMP SUM)**	**$110,398.06**
5	**SCHEDULED COMPLETION**	**10/30/2026**

~~CONTRACT AND BUDGET OVERVIEW~~

TOTAL OF 2025/2026 AUTHORIZATION TO DATE	**$ 140,000.00**
THIS WORK AUTHORIZATION	**$ 110,398.06**
TOTAL WORK AUTHORIZATION FOR FISCAL YEAR 2025/2026	**$ 250,398.06**

IN EXECUTING THIS WORK AUTHORIZATION, IT IS UNDERSTOOD THAT:
1. UNLESS SPECIFIED HEREIN, WORK DOES NOT INVOLVE WATERCRAFT, BOAT PIERS AND OR OTHER ACTIVITIES REQUIRING ADDITIONAL WORKERS COMPENSATION.
2. CONTACT OR INVOLVEMENT WITH HAZARDOUS MATERIALS IS NOT ANTICIPATED. IF HAZARDOUS MATERIALS ARE ENCOUNTERED, THE COUNTY MUST BE INFORMED IMMEDIATELY.
3.THE WORK PERFORMED UNDER THIS WORK AUTHORIZATION MUST COMPLY WITH, ALL TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT BETWEEN WEILER ENGINEERING CORP AND THE COUNTY APPROVED OCTOBER 14, 2025, INCLUDING THE RATE SCHEDULE CONTAINED THEREIN.

APPROVED BY DESOTO COUNTY: _____
JC DERISO, CHAIRMAN

APPROVED BY DESOTO COUNTY: _____
MANDY HINES, COUNTY ADMINISTRATOR

APPROVED BY WEILER ENGINEERING CORP: _____
MICHAEL J. GIARDULLO, P.E.
DIRECTOR OF CIVIL ENGINEERING
WEILER ENGINEERING

DATE OF BOCC APPROVAL (if applicable): 10/28/25

PROJECT AGREEMENT

Between

DESOTO COUNTY, FLORIDA

And

WEILER ENGINEERING CORPORATION

for

Work Authorization No. _____

NE Bishop Street SCOP Design Services
FPID 448768-1-54-01

Exhibit "1"

Project Description

DeSoto County has received grant funding administered by the Florida Department of Transportation (FDOT) through the Small County Outreach Program (SCOP) for improvements to NE Bishop Street from NE Masters Avenue to NW Cubitis Street (FPN 448768-1-54-01) in the amount of $1,285,132.00. The total project length is approximately 5.57 miles. WEC will perform an investigation of the existing roadway conditions and the need for improvements. WEC will evaluate road pavement improvements, drainage pipe replacement and safety improvements as allowed by the funding source and incorporate into the design based on need and available funding. WEC will provide engineering design services to develop complete bid/construction documents for this project. WEC will obtain an Environmental Resource Permit through the Southwest Florida Water Management District or confirmation of no permit required. This work authorization also includes surveying services and geotechnical testing.

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Exhibit "2"

Scope of Services and Project Schedule

Scope of Services

WEC will perform the following tasks/duties:

Engineering Design:

- Perform survey required for design, permitting and construction;
- Coordination with geotech subconsultant for required geotech testing;
- Site investigation and determination of improvements to roadway, cross drains, side drains and connecting roadways and driveways and other items as allowed by Exhibit 'A' of the SCOP Agreement.
- 30% plan deliverable with base plan sheets and conceptual design elements with consideration of available funding.
- Development of detailed construction cost estimates at 60%/90%/100% & final plan stages;
- Submission of plan sets for FDOT review at the 60%/90%/100% review stages;
- Response to comments received from the FDOT at the 60%/90%/100% review stages and coordination of responses through the FDOT's Electronic Review Comment (ERC) portal or through direct coordination with the FDOT project manager;
- Coordination with Utility Owners within project area;
- Coordination with the Southwest Florida Water Management District for authorization/permitting as required;
- Delivery of final signed and sealed bid/construction documents;
- Project Management;
- Attendance at Pre-Bid Meeting; and
- Response to inquiries from bidders during the bid period;

Surveying Services

The following scope of services is to define the surveying services tasks to be provided by Johnson Engineering, LLC for the DeSoto County Road Northeast Bishop Street Route Survey between Northeast Masters Avenue and Northeast Cubitis Avenue (PROJECT), approximately 0.87 miles (See Figure "A"). Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83(2011). Vertical data will be in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88).

- The CONSULTANT shall research the public records available on the DeSoto County Property Appraiser and DeSoto County Clerk of Court websites and coordinate with the CLIENT to locate parcel deeds, recorded plats, and right-of-way maps pertinent for the delineation of right-of-way lines.

- The CONSULTANT shall perform a field survey to establish horizontal and vertical control for the project and set project control points at a maximum of 1,000-foot intervals.
- The CONSULTANT shall perform a field survey to locate, verify, or establish the right-of-way lines, and prepare a survey base map. This is NOT a boundary survey.
- The CONSULTANT shall perform a field survey to collect the horizontal and vertical data of visible above-ground improvements, visible above-ground drainage structures and conveyances, driveways, signs, streetlights, obtain cross-sections from right-of-way to right-of-way at approximately 200-foot intervals, and locate significant changes in topography along Northeast Bishop St in the project area as shown on Figure A (attached).
- The CONSULTANT shall prepare an existing conditions map delineating road rights-of-way, visible above-ground improvements, visible above-ground utilities, and topographic data.
- The CONSULTANT shall provide digital files in AutoCAD Civil 3D and Adobe PDF formats of the map to the CLIENT.

Geotechnical Services

WEC will contract with a Florida licensed geotechnical company to provide geotechnical engineering and pavement coring services. Geotechnical subconsultant will:

- Conduct a visual site reconnaissance of the project site and coordinate utility clearance via Call Sunshine.
- Perform Maintenance of Traffic services in accordance with the FDOT Standard Plans Indices.
- Perform six (6) 4-inch diameter pavement core borings within the existing roadway section. Perform a hand auger to a dept of 2 feet below the bottom of the base at each pavement core and document pavement, base and sub-base conditions. The geotechnical company will record pavement/base layer thickness, asphalt types, subgrade material and depth, measure rut/crack depths, measure cross slope, and provide pavement condition assessments. The core holes will be filled and asphalt patched upon completion of the pavement core and auger boring.
- Perform three (3) hand auger borings adjacent to the roadway to depths on the order of 5 to 7 feet below existing grade.
- Identify groundwater table levels at the boring locations. Estimate the seasonal high groundwater table levels along the alignment.
- Perform three (3) Limerock Bearing Ratio (LBR) tests on soils samples collected along the alignment.
- Conduct laboratory testing on soils obtained from the borings.
- Visually classify and stratify all recovered soil samples in the laboratory using the AASHTO classification system.

- Prepare an engineering report that summarizes the course of study pursued, the field and laboratory data generated, the subsurface conditions encountered and pavement recommendations.

Anticipated Project Schedule

This scope will begin immediately following authorization to proceed. It is anticipated that the NTP will be issued by end of October 2025 with final completion of the Design phase by October 30, 2026 and in compliance with the County's SCOP Agreement with the FDOT. Bidding is anticipated to take place after design completion.

Exclusions

- Construction phase services are not included.

Incorporation of Engineering Services Agreement

All terms and conditions of the Engineering Services Agreement between the County and WEC dated October 14, 2025, not specifically modified by the Project Agreement, shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference.

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EXHIBIT "4"

Payment Schedule

Total Engineering Services (Lump Sum).....$ 110,398.06

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EXHIBIT "5"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

THE WEILER ENGINEERING CORPORATION

Principal	$ 165.00
Registered Professional Engineer (P.E.)	$ 140.00
Environmental Scientist	$ 135.00
Project Manager	$ 135.00
Registered Engineer Intern (E.I.)	$ 125.00
Structural Inspector	$ 125.00
Senior Engineering Designer	$ 115.00
Senior Engineering Designer	$ 105.00
Construction Inspector	$ 85.00
Clerical	$ 45.00

Reimbursable Expenses	
Blueprints	$ 2.30 / each
Copies (11 x 17)	$ 0.30 / each
Copies (8 ½ x 14)	$ 0.20 / each
Copies (8 ½ x 11)	$ 0.15 / each
Travel	Cost
(Travel outside of County)	
Overnight mail	Cost
Other Reimbursable Expenses	Cost

EXHIBIT "6"

Staff Hour Estimate

Engineering Services - NE Bishop Street SCOP Project

FPID 448768-1-54-01

Description	Principal	Project Manager	FL Reg. P.E.	FL Reg E.I.	Senior Design Tech	Engineering Tech	Clerical	Total Hrs
Roadway Evaluation / 30% Design		8.00	16.00	24.00	64.00			112.00
60% Design		8.00	16.00	40.00	160.00			224.00
Permitting / Utility Coordination		8.00	12.00	12.00	32.00			64.00
90% Design / response to FDOT comments on 60%		8.00	20.00	20.00	80.00			128.00
100% Design / response to FDOT comments on 90%		6.00	6.00	12.00	40.00			64.00
comments on 100% / Final Submission		3.00	4.00	8.00	12.00			27.00
Tech Specs / Estimate		2.00	3.00	8.00	12.00			25.00
QA/QC	4.00							
Bidding Assistance			8.00	4.00	4.00			16.00
Total Hours	4.00	43.00	85.00	128.00	404.00			660.00
Rate	$165.00	$135.00	$140.00	$125.00	$105.00	$75.00	$35.00	
Total Cost	$660.00	$5,805.00	$11,900.00	$16,000.00	$42,420.00			

$ 76,785.00	Subtotal
$ 200.00	Reimbursibles
$ 24,000.00	Survey
$ 9,413.06	Geotechnical Subconsultant
$ 110,398.06	**TOTAL**

EXHIBIT “7”

Project Location Map

DeSoto County

10/28/2025

Item #: 17.

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

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

TITLE & DESCRIPTION:
Weiler Work Authorization 25/26-06 NW Lily Avenue SCRAP Design Services FPID 448765-1-54-01

REQUESTED MOTION:
Click or tap here to enter text.

SUMMARY:
Weiler Work Authorization 25/26-06 NW Lily Avenue SCRAP Design Services FPID 448765-1-54-01

BACKGROUND:
DeSoto County has received grant funding administered by the Florida Department of Transportation (FDOT) through the Small County Road Assistance Program (SCRAP) for improvements to NW Lily Avenue from SR 70 to Hardee County Line (FPN 448765-1-54-01) in the amount of $4,099,821.00. The total project length is approximately 5.57 miles. WEC will perform an investigation of the existing roadway conditions and the need for improvements. WEC will evaluate road pavement improvements, drainage pipe replacement and safety improvements as allowed by the funding source and incorporate into the design based on need and available funding. WEC will provide engineering design services to develop complete bid/construction documents for this project. WEC will obtain an Environmental Resource Permit through the Southwest Florida Water Management District or confirmation of no permit required. This work authorization also includes surveying services and geotechnical testing.
FUNDS:
Budget Amount: **$4,099,821.00**
Actual Agenda Item Cost: **$327,486.83**
Account Number: **304-60555416300765**
Explanation: **SCRAP funded - Engineering Portion only**

DESOTO COUNTY PROFESSIONAL SERVICES
WORK AUTHORIZATION
ENGINEERING SERVICES
WEILER ENGINEERING CORPORATION

~~THIS WORK AUTHORIZATION~~

1	**WORK AUTHORIZATION#**	**WEILER -25/26-06**
2	**SHORT TITLE**	**NW Lily Avenue SCRAP Design Services FPID 448765-1-54-01**
3	**DATE SUBMITTED**	**10/28/2025**
4	**AMOUNT (LUMP SUM)**	**$327,486.83**
5	**SCHEDULED COMPLETION**	**10/30/2026**

~~CONTRACT AND BUDGET OVERVIEW~~

TOTAL OF 2025/2026 AUTHORIZATION TO DATE	**$ 250,398.06**
THIS WORK AUTHORIZATION	**$ 327,486.83**
TOTAL WORK AUTHORIZATION FOR FISCAL YEAR 2025/2026	**$ 577,884.89**

IN EXECUTING THIS WORK AUTHORIZATION, IT IS UNDERSTOOD THAT:
1. UNLESS SPECIFIED HEREIN, WORK DOES NOT INVOLVE WATERCRAFT, BOAT PIERS AND OR OTHER ACTIVITIES REQUIRING ADDITIONAL WORKERS COMPENSATION.
2. CONTACT OR INVOLVEMENT WITH HAZARDOUS MATERIALS IS NOT ANTICIPATED. IF HAZARDOUS MATERIALS ARE ENCOUNTERED, THE COUNTY MUST BE INFORMED IMMEDIATELY.
3.THE WORK PERFORMED UNDER THIS WORK AUTHORIZATION MUST COMPLY WITH, ALL TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT BETWEEN WEILER ENGINEERING CORP AND THE COUNTY APPROVED OCTOBER 14, 2025, INCLUDING THE RATE SCHEDULE CONTAINED THEREIN.

APPROVED BY DESOTO COUNTY: _____
JC DERISO, CHAIRMAN

APPROVED BY DESOTO COUNTY: _____
MANDY HINES, COUNTY ADMINISTRATOR

APPROVED BY WEILER ENGINEERING CORP: _____
MICHAEL J. GIARDULLO, P.E.
DIRECTOR OF CIVIL ENGINEERING
WEILER ENGINEERING

DATE OF BOCC APPROVAL (if applicable): 10/28/25

PROJECT AGREEMENT

Between

DESOTO COUNTY, FLORIDA

And

WEILER ENGINEERING CORPORATION

for

Work Authorization No. _____

NW Lily Avenue SCRAP Design Services
FPID 448765-1-54-01

Exhibit "1"

Project Description

DeSoto County has received grant funding administered by the Florida Department of Transportation (FDOT) through the Small County Road Assistance Program (SCRAP) for improvements to NW Lily Avenue from SR 70 to Hardee County Line (FPN 448765-1-54-01) in the amount of $4,099,821.00. The total project length is approximately 5.57 miles. WEC will perform an investigation of the existing roadway conditions and the need for improvements. WEC will evaluate road pavement improvements, drainage pipe replacement and safety improvements as allowed by the funding source and incorporate into the design based on need and available funding. WEC will provide engineering design services to develop complete bid/construction documents for this project. WEC will obtain an Environmental Resource Permit through the Southwest Florida Water Management District or confirmation of no permit required. This work authorization also includes surveying services and geotechnical testing.

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Exhibit "2"

Scope of Services and Project Schedule

Scope of Services

WEC will perform the following tasks/duties:

Engineering Design:

- Perform survey required for design, permitting and construction;
- Coordination with geotech subconsultant for required geotech testing;
- Site investigation and determination of improvements to roadway, cross drains, side drains and connecting roadways and driveways and other items as allowed by Exhibit 'A' of the SCRAP Agreement.
- 30% plan deliverable with base plan sheets and conceptual design elements with consideration of available funding.
- Development of detailed construction cost estimates at 60%/90%/100% & final plan stages;
- Submission of plan sets for FDOT review at the 60%/90%/100% review stages;
- Response to comments received from the FDOT at the 60%/90%/100% review stages and coordination of responses through the FDOT's Electronic Review Comment (ERC) portal or through direct coordination with the FDOT project manager;
- Coordination with the local FDOT Operation Office for authorization/permit to construction in FDOT ROW if required;
- Coordination with Utility Owners within project area;
- Coordination with the Southwest Florida Water Management District for authorization/permitting as required;
- Delivery of final signed and sealed bid/construction documents;
- Project Management;
- Attendance at Pre-Bid Meeting; and
- Response to inquiries from bidders during the bid period;

Surveying Services

The following scope of services is to define the surveying services tasks to be provided by Johnson Engineering, LLC for the DeSoto County Road 665 A/K/A Lily Ave NW Route Survey between State Road 70 and the Hardee County Line (PROJECT), approximately 5.56 miles (See Figure "A"). Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83(2011). Vertical data will be in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88).

- The CONSULTANT shall research the public records available on the DeSoto County

Property Appraiser and DeSoto County Clerk of Court websites and coordinate with the CLIENT to locate parcel deeds, recorded plats, and right-of-way maps pertinent for the delineation of right-of-way lines.

- The CONSULTANT shall perform a field survey to establish horizontal and vertical control for the project and set project control points at a maximum of 1,000-foot intervals.
- The CONSULTANT shall perform a field survey to locate, verify, or establish the right-of-way lines, and prepare a survey base map. This is NOT a boundary survey.
- The CONSULTANT shall perform a field survey by conventional means or Global Positioning Systems, where feasible, to collect the horizontal and vertical data of visible above-ground improvements, visible above-ground drainage structures and conveyances, driveways, signs, streetlights, obtain cross-sections between interior flow line of ditches/swales at approximately 200-foot intervals on straightaways and 100-foot intervals on curves, and locate significant changes in topography along County Road 665 in the project area as shown on Figure A (attached).
- The CONSULTANT shall prepare an existing conditions map delineating road rights-of-way, visible above-ground improvements, visible above-ground utilities, and topographic data.
- The CONSULTANT shall provide digital files in AutoCAD Civil 3D and Adobe PDF formats of the map to the CLIENT.

Geotechnical Services

WEC will contract with a Florida licensed geotechnical company to provide geotechnical engineering and pavement coring services. Geotechnical subconsultant will:

- Conduct a visual site reconnaissance of the project site and coordinate utility clearance via Call Sunshine.
- Perform Maintenance of Traffic services in accordance with the FDOT Standard Plans Indices.
- Perform twenty-six (26) pavement core borings within the existing roadway section. Perform a hand auger to a dept of 2 feet below the bottom of the base at each pavement core and document pavement, base and sub-base conditions. The geotechnical company will record pavement/base layer thickness, asphalt types, subgrade material and depth, measure rut/crack depths, measure cross slope, and provide pavement condition assessments. The core holes will be filled and asphalt patched upon completion of the pavement core and auger boring.
- Perform six (6) hand auger borings adjacent to the roadway to depths on the order of 5 to 7 feet below existing grade.
- Identify groundwater table levels at the boring locations. Estimate the seasonal high groundwater table levels along the alignment.
- Perform six (6) Limerock Bearing Ratio (LBR) tests on soils samples collected along the alignment.
- Conduct laboratory testing on soils obtained from the borings.

- Visually classify and stratify all recovered soil samples in the laboratory using the AASHTO classification system.
- Prepare an engineering report that summarizes the course of study pursued, the field and laboratory data generated, the subsurface conditions encountered and pavement recommendations.

Anticipated Project Schedule

This scope will begin immediately following authorization to proceed. It is anticipated that the NTP will be issued by end of October 2025 with final completion of the Design phase by October 30, 2026 and in compliance with the County's SCOP/SCRAP Agreement with the FDOT. Bidding is anticipated to take place after design completion.

Exclusions

- Construction phase services are not included.

Incorporation of Engineering Services Agreement

All terms and conditions of the Engineering Services Agreement between the County and WEC dated October 14, 2025, not specifically modified by the Project Agreement, shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "4"

Payment Schedule

Total Engineering Services (Lump Sum).....$ 327,486.83

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "5"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

THE WEILER ENGINEERING CORPORATION

Principal	$ 165.00
Registered Professional Engineer (P.E.)	$ 140.00
Environmental Scientist	$ 135.00
Project Manager	$ 135.00
Registered Engineer Intern (E.I.)	$ 125.00
Structural Inspector	$ 125.00
Senior Engineering Designer	$ 115.00
Senior Engineering Designer	$ 105.00
Construction Inspector	$ 85.00
Clerical	$ 45.00

Reimbursable Expenses	
Blueprints	$ 2.30 / each
Copies (11 x 17)	$ 0.30 / each
Copies (8 ½ x 14)	$ 0.20 / each
Copies (8 ½ x 11)	$ 0.15 / each
Travel	Cost
(Travel outside of County)	
Overnight mail	Cost
Other Reimbursable Expenses	Cost

EXHIBIT "6"

Staff Hour Estimate

Engineering Services - NW Lily Avenue SCRAP Project

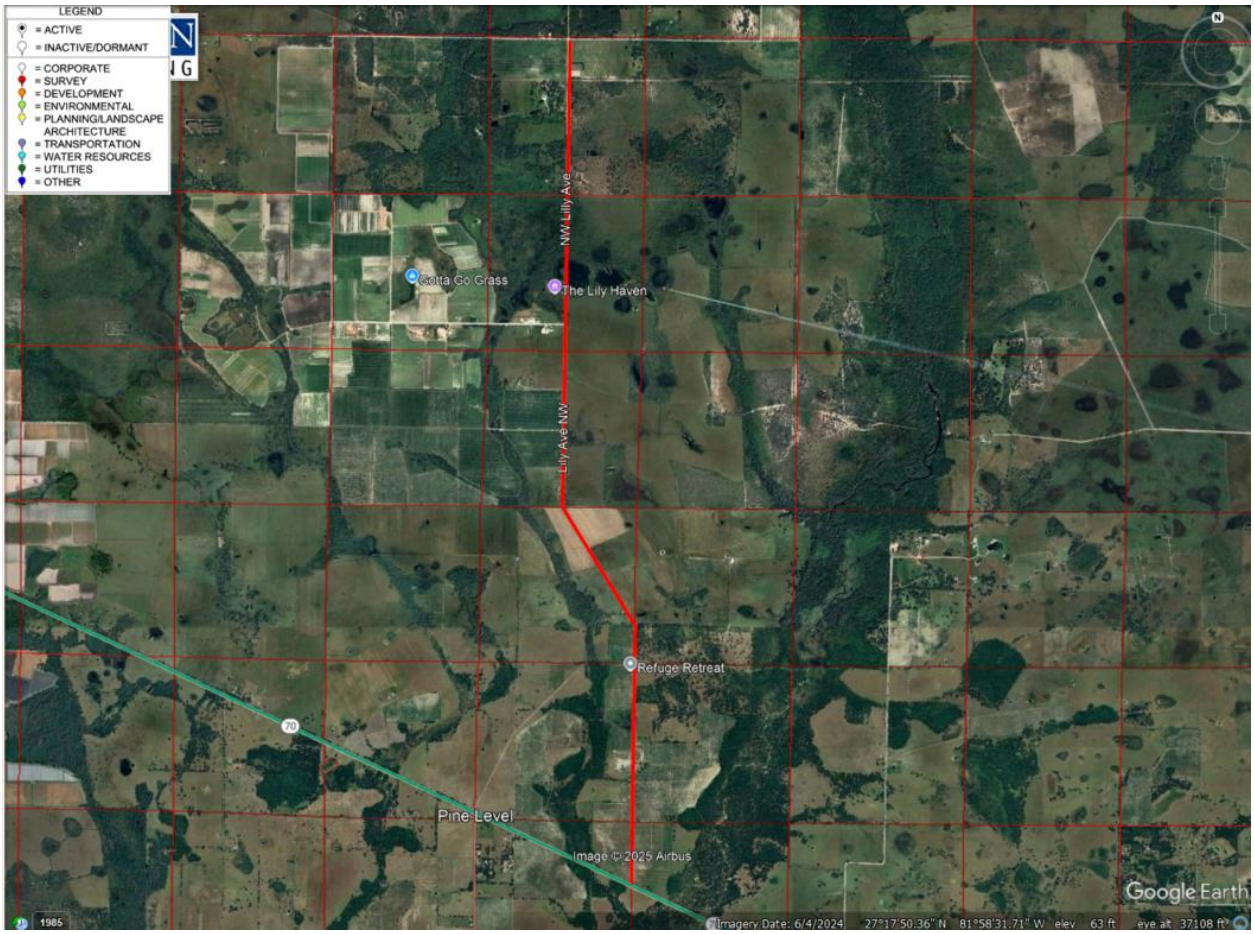
FPID 448765-1-54-01

Description	Principal	Project Manager	FL Reg. P.E.	FL Reg E.I.	Senior Design Tech	Engineering Tech	Clerical	Total Hrs
Roadway Evaluation / 30% Design		40.00	60.00	100.00	200.00			400.00
60% Design		40.00	80.00	120.00	500.00			740.00
Permitting / Utility Coordination		20.00	32.00	40.00	80.00			172.00
90% Design / response to FDOT comments on 60%		32.00	60.00	60.00	240.00			392.00
100% Design / response to FDOT comments on 90%		20.00	16.00	32.00	120.00			188.00
comments on 100% / Final Submission		8.00	12.00	24.00	40.00			84.00
Tech Specs / Estimate		8.00	8.00	24.00	40.00			80.00
QA/QC	4.00							
Bidding Assistance			12.00	6.00	6.00			24.00
Total Hours	4.00	168.00	280.00	406.00	1226.00			2080.00
Rate	$165.00	$135.00	$140.00	$125.00	$105.00	$75.00	$35.00	
Total Cost	$660.00	$22,680.00	$39,200.00	$50,750.00	$128,730.00			

$ 242,020.00	Subtotal
$ 200.00	Reimbursibles
$ 60,000.00	Survey
$ 25,266.83	Geotechnical Subconsultant
$ 327,486.83	**TOTAL**

EXHIBIT “7”

Project Location Map



DeSoto County

10/28/2025

Item #: 18.

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

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

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

REQUESTED MOTION:
Motion to approve the Funding Agreement with CSWR

SUMMARY:
CSWR-Florida Utility Operating Company, LLC ("CSWR") has requested that the County provide bulk potable water to CSWR's service area in Charlotte County. The County, in turn, has requested that CSWR cover the County's costs to analyze and potentially implement the request for service. The proposed agreement provides that CSWR will deposit a sum of $60,000 with the County as a deposit, which the County can draw upon to cover the County's legal and professional service costs associated with preparing the requisite legal documents, rate studies, and technical reviews.

BACKGROUND:
CSWR is water utility company regulated by the Florida Public Service Commission (PSC), and has a service area within Charlotte County that is adjacent to the County. CSWR's service area is depicted in Exhibit A.
The County receives its water supply from the Peace River/Manasota Regional Water Supply Authority ("PRMRWSA"), a regional water supply authority created and existing pursuant to Florida Statutes, pursuant to a Master Water Supply Contract between PRMRWSA and the County, which water is treated and then serviced throughout the County through the County's utility department and its water treatment plant and infrastructure.
PulteGroup, Inc. ("Pulte"), is a private developer that desire to develop certain real

properties in Charlotte County, Florida, as set forth in Exhibit A (the "Property"), which Property is proposed to be developed with up to 4,000 residential dwelling units and 2,000,000 ft.2 of non-residential improvements in a development called MeadowVue (the "Development Project").

The Development Project is within Charlotte County's jurisdictional limits, and further within CSWR's service area for water utility services. In addition to the Development Project, CSWR anticipates additional development it would serve through a future bulk water agreement with the County. The estimated development timeline is attached as Exhibit B.

The County has the current capacity to provide an initial amount of .816 million gallons per day to CSWR, and if ultimately approved by a separate bulk water agreement, the County would need to increase capacity in the future, at the cost of CSWR, to service continued development up to 2 million gallons per day.

Of note, while Charlotte County is also a member of PRMRWSA and receives its water supply through said Authority, Charlotte County does not have adequate capacity to supply water to the Development Project or CSWR's request. Therefore, Pulte and CSWR have requested that the County provide wholesale potable water to CSWR to service the property.

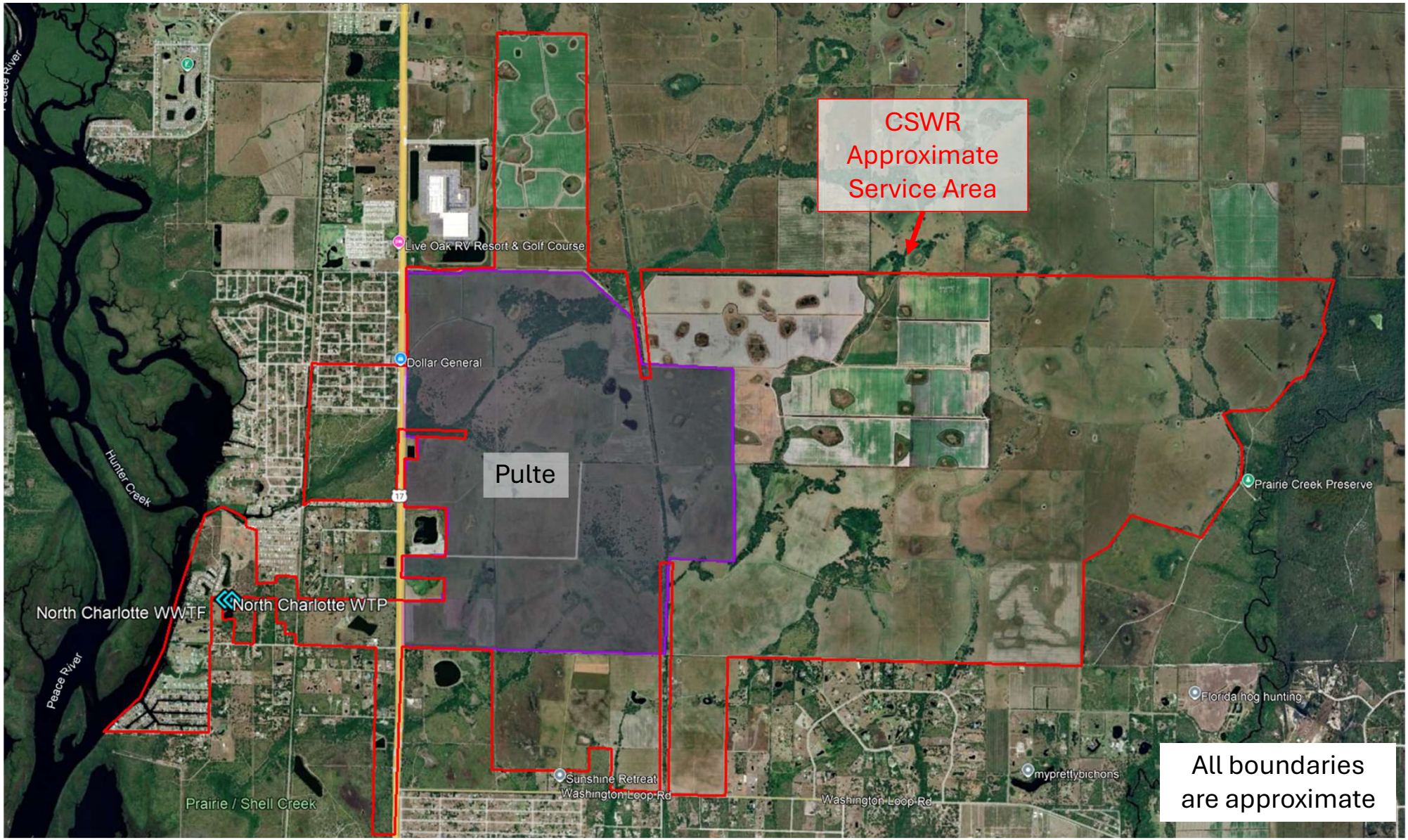
Currently, the County does not have a bulk water rate established, nor does it currently possess the infrastructure necessary to provide wholesale potable water services to the Property. Therefore, the County and CSWR contemplate entering into a certain "Bulk Water Purchase Agreement," which, if approved, the County would be required to provide wholesale potable water to the area of Charlotte County where the Property is located (the "Bulk Water Agreement").

In order for the County to provide wholesale potable water services (the "County Services") to the property, the County and CSWR propose to provide a financially feasible plan for the provision of the County Services to the Property (the "Utility Plan"), and the COUNTY and its contracted management, operations, and legal team have the expertise required to work with CSWR in developing and managing, the Utility Plan for the provision of said County Services.

Through the proposed Funding Agreement, CSWR has agreed to provide the necessary funding to the County to effectuate the development and management of the Utility Plan. Specifically, the proposed agreement provides that CSWR will deposit a sum of $60,000 with the County as a deposit, which the County can draw upon to cover the County's legal and professional service costs associated with preparing the requisite legal documents, rate studies, and technical reviews.

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.


CSWR
Approximate
Service Area
Live Oak RV Resort & Golf Course
Dollar General
Pulte
Hunter Creek
North Charlotte WWTF
North Charlotte WTP
Peace River
Prairie / Shell Creek
Sunshine Retreat
Washington Loop Rd
Washington Loop Rd
Prairie Creek Preserve
Florida hog hunting
myprettybichons
All boundaries
are approximate

Estimated Development Timeline

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	Total
Units by Year	-	200	700	900	850	600	550	550	500	450	400	400	400	400	400	400	400	8,100
Total ERCs		200	900	1,800	2,650	3,250	3,800	4,350	4,850	5,300	5,700	6,100	6,500	6,900	7,300	7,700	8,100	

October 2025

ERC - Equivilent Residential Connection

COOPERATIVE FUNDING AGREEMENT

THIS COOPERATIVE FUNDING AGREEMENT ("**Agreement**") is made and entered into this 6 day of October, 2025 (the "**Effective Date**"), by and between DeSoto County, a political subdivision of the State of Florida (hereinafter referred to as the "**COUNTY**") and CSWR-Florida Utility Operating Company, LLC, a Florida limited liability company (hereinafter referred to as the "**CSWR**"), collectively the "**Parties**."

W I T N E S S E T H:

WHEREAS, CSWR is water utility company regulated by the Florida Public Service Commission (PSC), and has a service area within Charlotte County that is adjacent to the COUNTY; and

WHEREAS, the COUNTY receives its water supply from the Peace River/Manasota Regional Water Supply Authority ("PRMRWSA"), a regional water supply authority created and existing pursuant to Florida Statutes, pursuant to a Master Water Supply Contract between PRMRWSA and the COUNTY, which water is treated and then serviced throughout the COUNTY through the COUNTY's utility department and its water treatment plant and infrastructure; and

WHEREAS, PulteGroup, Inc. ("Pulte"), is a private developer that desire to develop certain real properties in Charlotte County, Florida, as set forth in **Exhibit A** (hereinafter referred to as the "**Property**"), which Property is proposed to be developed with up to 4,000 residential dwelling units and 2,000,000 ft.^{2} of non-residential improvements in a development called (MeadowVue) (the "Development Project"); and

WHEREAS, the Development Project is within Charlotte County's jurisdictional limits, and further within CSWR's service area for water utility services; and

WHEREAS, Charlotte County is also a member of PRMRWSA and receives its water supply through said authority; however, Charlotte County does not have adequate capacity to supply water to the Development Project, and Pulte and CSWR have requested that the COUNTY provide wholesale potable water to CSWR to service the Property; and

WHEREAS, as of the Effective Date, the COUNTY does not have a bulk water rate established, nor does it currently possess the infrastructure necessary to provide wholesale potable water services to the Property; and

WHEREAS, the COUNTY and CSWR contemplate entering into a certain "Bulk Water Purchase Agreement," which, if approved, the COUNTY would be required to provide wholesale potable water to the area of Charlotte County where the Property is located (the "Bulk Water Agreement"); and

WHEREAS, the COUNTY is willing to provide wholesale potable water services (the "**COUNTY Services**") to the Property under certain conditions; and

WHEREAS, the COUNTY and CSWR propose to provide a financially feasible plan for the provision of the COUNTY Services to the Property (the "**Utility Plan**"); and

WHEREAS, the COUNTY and its contracted management, operations, and legal team have the expertise required to work with CSWR in developing and managing, the Utility Plan for the provision of the COUNTY Services; and

WHEREAS, CSWR has agreed to provide the necessary funding to the COUNTY to effectuate the development and management of the Utility Plan.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, representations, agreements and provisions, the Parties hereto agree as follows:

SECTION 1. SCOPE OF SERVICES.

(A) The COUNTY agrees to engage its management, operations, and legal teams to provide necessary engineering support, development review, inspections, legal services, and other required administration and management services for the development and management of the Utility Plan, including the development of a bulk water rate, to serve the Property and in the drafting, negotiation, approval, and implementation of all agreements among the Parties needed to facilitate the development and later implementation of the Utility Plan, conveyance of the required utility facilities and infrastructure constructed in accordance with the Utility Plan, and provision of COUNTY Services to the Property (the "**Development Services**").

(B) The legal service and bulk rate study work authorizations to engage these Development Services are attached hereto as composite **Exhibit B** and incorporated herein by reference. COUNTY shall provide CSWR a complete and unredacted copy of the bulk rate study upon adoption of the study by the COUNTY's Board of County Commissioners, unless any information contained therein is confidential and/or exempt from public disclosure in accordance with Chapter 119, Florida Statutes. As the provision of the Development Services progresses, it may be necessary to amend the work authorizations included in Exhibit B, to include additional services required for the ultimate provision of the COUNTY Services to the Property. It shall not be necessary to amend this Agreement to include these additional services and such services shall be subject to all provisions of this Agreement with full force and effect as if appearing in full within **Exhibit B**.

(C) In addition to the above, the COUNTY intends to engage engineers and other professional service consultants to perform the Development Services in connection with the Utility Plan. Such consultants shall be selected and engaged in accordance with the COUNTY's applicable policies and procedures. The rates to be charged by the COUNTY's consultants shall be as set forth in each consultant's agreement with the COUNTY. The COUNTY shall not be

required to seek approval from CSWR before engaging consultants to perform the Development Services. All consultant costs incurred by the COUNTY in performing the Development Services shall be recovered from CSWR on a cost-recovery basis as more particularly set forth in Section 2 below.

SECTION 2. COMPENSATION.

(A) In consideration for providing the Development Services, CSWR agrees to timely pay all associated fees and costs incurred by the COUNTY in providing those services. COUNTY will provide CSWR with a schedule of service provider fee rates and anticipated charges for each service provider at the time that said service provider is engaged by the COUNTY to perform work related to the services provided for under this Agreement.

(B) Within thirty (30) days of the Effective Date of this Agreement, CSWR shall deposit the sum of $60,000 with the COUNTY, which shall serve as the initial "Deposit" and the COUNTY shall hold the Deposit in a separate fund, which shall only be used to pay for the provision of the Development Services. CSWR authorizes the COUNTY to withdraw sums from the Deposit fund to pay the fees and costs incurred by the COUNTY in providing the Development Services.

(C) Within seven (7) days of the first (1st) day of each month, the COUNTY will provide written notice to CSWR of all fees and costs paid by the COUNTY from the Deposit fund during the prior month and the remaining Deposit fund balance thereof, along with copies of all change orders and invoices related to such paid fees and costs.

(D) If the balance of the Deposit fund is predicted to fall below $20,000 within the next thirty (30) day period, the COUNTY shall notify CSWR in writing and CSWR shall have thirty (30) days to deposit the necessary funds with the COUNTY to maintain the Deposit fund balance at $20,000.

(E) All remaining funds in the Deposit fund shall be timely refunded to CSWR upon the termination of this Agreement and payment of all related fees and costs for the provision of the Development Services.

SECTION 3. COOPERATION.

(A) CSWR will timely provide the information required by the COUNTY in carrying out the Development Services. Required information may include but is not limited to: plans, specifications, connection and build out data, estimated flows, and schedules.

(B) The Parties will work cooperatively to develop, implement, and approve the Utility Plan pursuant to a mutually agreeable milestone completion schedule.

SECTION 4. NOTICE. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; e-mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the Parties shall be set forth below or as may be designated by notice to the other from time to time.

COUNTY DeSoto County
C/O: Mandy Hines, County Administrator201 E Oak St. Suite #201
Arcadia, FL 34266

m.hines@desotobocc.com

With copies to COUNTY's Counsel

Nabors Giblin & Nickerson PA
Attention: Heather Encinosa, County's Utility Counsel
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
Hencinosa@ngnlaw.com

CSWR Todd Thomas, Vice-President
Central States Water Resources, Inc.
1630 Des Peres Road, Suite 140
St. Louis, MO 63131
tthomas@cswrgroup.com

With copies to CSWR's Counsel

Jim Beckemeier
Beckemeier LeMoine Law
13421 Manchester Road, Suite 103
St. Louis, MO 63131
josh@bl-stl.com

SECTION 5. TERM AND TERMINATION.

(A) This Agreement shall take effect on the Effective Date and shall continue in full force and effect until the Development Services are fully performed unless otherwise terminated as provided herein.

(B) This Agreement may be terminated by either Party upon thirty (30) days prior written notice to the other Party. Unless the COUNTY is in breach of this Agreement, the COUNTY shall be paid for all services performed in accordance with this Agreement through the date of termination.

SECTION 6. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior, other, and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written.No modification of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of CSWR and the COUNTY. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

SECTION 7. INDEMNIFICATION. CSWR shall indemnify, defend (by counsel reasonably acceptable to the COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any

claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the breach by CSWR of its obligations under this Agreement, or (ii) the negligent act, errors or omissions, or intentional or willful misconduct, of CSWR, its subcontractors, agents, employees and invitees; provided, however, that CSWR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence. The obligation to provide indemnification under this Agreement shall be contingent upon the COUNTY providing CSWR with written notice of any claim for which indemnification is sought within ten (10) days of COUNTY becoming aware of the facts giving rise to such claim. COUNTY review, comment and observation of CSWR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement. CSWR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CSWR's performance of this Agreement and its work product(s).

SECTION 8. UNCONTROLLABLE FORCES.

(A) Neither the COUNTY nor CSWR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

(B) Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

(C) The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

SECTION 9. ASSIGNMENT. This Agreement may not be assigned by CSWR or the COUNTY without the written consent of the other party, which consent shall not be unreasonably withheld.

SECTION 10. GOVERNING LAW AND VENUE. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in DeSoto County, Florida.

SECTION 11. RECORDS. CSWR shall be required to cooperate with the COUNTY relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CSWR is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CSWR.

IN WITNESS WHEREOF, the Parties hereto have executed this Cooperative Funding Agreement on the day and year first written above.

DESOTO COUNTY

ATTEST

By:_____
J.C. Deriso, Chairman

_____
County Administrator as
Administrative Clerk to the
Board of County Commissioners

Reviewed by:

_____
County Attorney

CSWR-Florida Utility Operating Company, LLC

By: _____

Todd Thomas,
Sr. Vice President
CSWR-FL

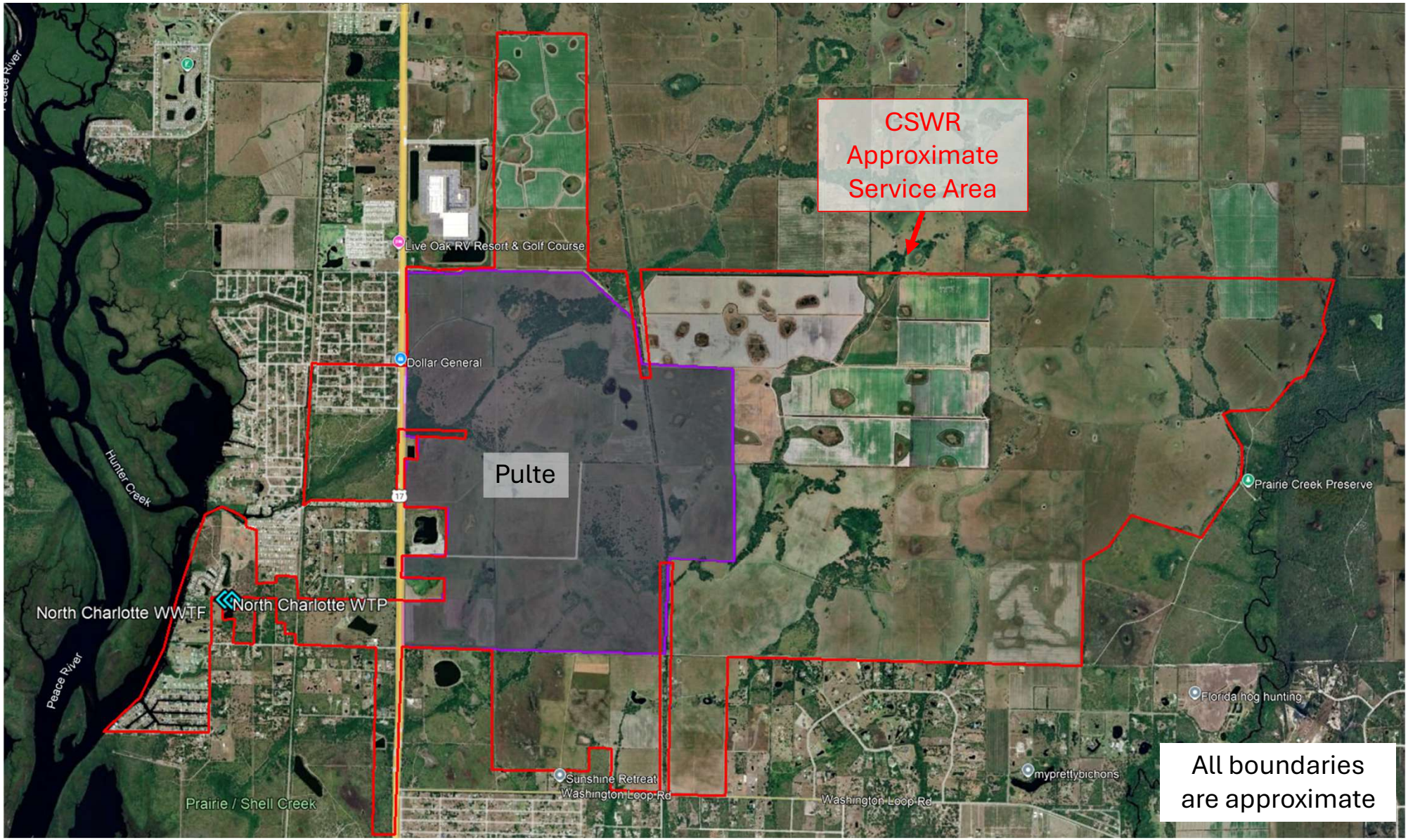
ATTEST

_____

Ben Sanders
Business Development
CSWR

EXHIBIT A

PROPERTY


CSWR
Approximate
Service Area
Live Oak RV Resort & Golf Course
Dollar General
Pulte
Hunter Creek
North Charlotte WWTF
North Charlotte WTP
Peace River
Prairie / Shell Creek
Sunshine Retreat
Washington Loop Rd
Washington Loop Rd
Prairie Creek Preserve
Florida hog hunting
myprettybichons
All boundaries
are approximate

DESCRIPTION

Parcel in
Sections 5, 6, 7 and 8, Township 40 South, Range 24 East
Charlotte County, Florida

A tract or parcel of land lying in Sections 5, 6, 7 and 8, Township 40 South, Range 24 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

BEGINNING at the North Quarter corner of said Section 6 run S89°41'27"E along the North line of the Northeast Quarter (NE 1/4) said Section 6 for 1,741.74 feet; thence run S46°22'54"E for 874.16 feet; thence run S39°33'00"E for 1,397.21 feet to an intersection with the Westerly right of way line of the former Seaboard All Florida Railroad (100' wide right of way) as described in a deed recorded in Deed Book 22, at Page 185, Charlotte County Records; thence run S07°46'58"E along said Westerly line for 988.75 feet to an intersection with the North line of the South Half (S 1/2) of said Section 5; thence run S89°00'02"E along said North line for 2,545.32 feet; thence run S00°00'51"W for 5,380.41 feet to an intersection with the North line of the South Half (S 1/2) of said Section 8; thence run N88°39'47"W along said North line for 1,830.25 feet to an intersection with the Easterly right of way line of the former Seaboard All Florida Railroad (100' wide right of way) as described in a deed recorded in Instrument No. 3247303, Charlotte County Records; thence run S00°04'30"W along said Easterly line for 2,712.99 feet to an intersection with the South line of said Section 8; thence run N88°55'01"W along said South line for 100.02 feet to an intersection with the Westerly right of way line of said former Seaboard All Florida Railroad; thence run N00°04'30"E along said Westerly line for 150.02 feet to an intersection with the North line of the South 150.00 feet of said Section 8; thence run along the North line of the South 150.00 feet of said Sections 8 and 7 the following courses: N88°55'01"W for 1,514.94 feet; N88°28'14"W for 2,616.21 feet and N88°28'50"W for 3,173.20 feet to an intersection with the Easterly right of way line of U.S. 17 (State Road 35)(252' wide right of way) (F.D.O.T. right of way section No. 01040-2501), being Parcel 112 as described in a deed recorded in Official Records Book 1442, at Page 42, Charlotte County Records; thence run along said Easterly right of way line the following courses: N00°24'34"E for 105.91 feet; N00°22'23"E for 1,347.05 feet and N00°25'43"E for 1051.18 feet to an intersection with the South line of the Northwest Quarter (NW 1/4) said Section 7, also being the center line of CATALPA AVENUE, as shown on of the record plat "FLORIDONIA" SUBDIVISION, recorded in Plat Book 1, Page 44, of the Public Records of Charlotte County, Florida; thence run S89°07'27"E along said center line for 1,214.59 feet to the Southeast corner of LOT 11 of said record plat; thence run N00°32'45"E along the east line of said LOT 11 for 1,332.09 feet to the Northeast corner of said LOT 11; thence run N89°28'07"W along the North line of said Lot 11, and continuing along the North line of LOT 10 of said record plat for 1,217.28 feet to an intersection with said Easterly right of way line of U.S. 17 (State Road 35)(252' wide right of way) (F.D.O.T. right of way section No. 01040-2501), being Parcel 104B as described in a deed recorded in Official Records Book 1450, at Page 257, Charlotte County Records; thence run along said Easterly right of way line of the following courses: thence run N00°25'43"E for 646.90 feet and N00°21'16"E for 677.86 feet to an intersection with the South line of the said Section 6; thence run S89°48'22"E along said South line for 298.00 feet to an intersection with said Easterly right of way line; N00°21'16"E along said Easterly right of way line for 670.34 feet to an intersection with the South line of the North 1,977.10 feet of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) said Section 6; thence run N89°44'03"W along said South

DESCRIPTION (CONTINUED)

line for 298.00 feet to an intersection with said Easterly right of way line of U.S. 17 (State Road 35)(252' wide right of way) (F.D.O.T. right of way section No. 01040-2501), being Parcel 106 as described in a deed recorded in Official Records Book 1448, at Page 681, Charlotte County Records; thence run along said Easterly right of way line, being said Parcel 106, Parcel 104C as described in a deed recorded in Official Records Book 1450, at Page 257, Charlotte County Records, and Parcel 105 as described in a deed recorded in Official Records Book 1446, at Page 1126, Charlotte County Records of the following courses; N00°21'16"E for 9.25 feet; N00°27'52"E for 3,029.88 feet and N00°30'33"E for 1,533.45 feet to an intersection with South line of the North 50 feet of said Section 6; thence run S89°41'48"E along said South line for 1,583.27 feet to the Northeast corner of a lands described in a deed recorded in Official Records Book 3252, at Page 47, Charlotte County Records; thence run N01°07'39"E along the Northerly prolongation of the Easterly line of said lands for 50.01 feet to an intersection with North line of said Section 6; thence run S89°41'48"E along said North line for 867.65 feet to the South Quarter corner of Section 31, Township 39 South, Range 24 East; thence run S89°43'14"E along the South line of said Section 31 for 762.82 feet to the POINT OF BEGINNING.
Containing 1,885.10 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the North line of the Northeast Quarter (NE 1/4) said Section 6 to bear S89°41'27"E.

_____
Christopher D. Ellis (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 7463

L:\24188 - Schwartz Property Due Diligence (Pulte)\SURVEY\DESCRIPTIONS\SURVEY\24188S03.doc

Composite Exhibit B

EXHIBIT B1

Legal Services

TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

Nabors Giblin & Nickerson P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

October 28, 2025

Via Electronic Transmission

JC Deriso
Chair, DeSoto County Board of Directors

Re: Special Utility Counsel Services

Dear Mr. Deriso:

This correspondence shall serve as confirmation that Nabors, Giblin & Nickerson, P.A. (the "Firm") is pleased to provide on-going special counsel services for the COUNTY related to the development and management of a utility plan to bring wholesale water services to CSWR-Florida Utility Operating Company, LLC ("CSWR") service area to serve a proposed development developed by PulteGroup, Inc. to be known as MeadowVue and including the drafting, negotiation, and implementation of all agreements between the COUNTY and CSWR to facilitate the development and implementation of the utility plan, conveyance of the required utility facilities constructed in accordance with the plan, and provision of service to the identified property.

In providing these services, we will consult with and receive assignments from the County Administrator. We will charge fees and costs for these special counsel services rendered based upon hours expended at the rates set forth in that certain Agreement for County Attorney Services between the COUNTY and Nabors, Giblin & Nickerson, PA, dated October 22, 2024. Although we cannot predict the amount of effort these services will require, we reasonably expect to be able to accomplish these services for a not-to-exceed amount of $20,000.

NG&N shall provide an itemized statement of legal services rendered and costs incurred on a monthly basis for fees and costs incurred the previous month. Payment for these services will be contingent on the timing and receipt of payments for these services from the project's CSWR in accordance with that certain Cooperative Funding Agreement, dated as of October 28, 2025.

We appreciate your consideration of our Firm for representation in this matter. Should any additional information be required, please feel free to contact me. If the terms of the representation are acceptable, please sign a copy of this letter and return a copy to us.

Sincerely,

Heather J. Encinosa

Agreed to and accepted by:

By:_____ Date:_____
COUNTY

Cc: Mandy Hines, County Administrator

EXHIBIT B2

Stantec Bulk Rate Study/Determination

Stantec

INVOICE

Invoice Number	2430231
Invoice Date	July 25, 2025
Customer Number	63591
Project Number	224802541

Bill To
DeSoto County, FL
Accounts Payable
Purchasing Department
201 East Oak Street #201
Arcadia FL 34266
US

Please Remit To
Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID
11-2167170

Project Description: Desoto County Bulk Rate Analysis Task Order #7

Stantec Project Manager:	Napoli, Peter J
Authorization Amount:	$8,070.00
Authorization Previously Billed:	$0.00
Authorization Billed to Date:	$8,070.00
Current Invoice Due:	$8,070.00
For Period Ending:	July 18, 2025

Invoice email:	m.hines@desotobcc.com
PO#	25-87115

RECEIVED
OCT 02 2025
UTILITIES DEPT.

UTILITIES INVOICE APPROVAL
Amount $8,070.00
Date 10/02/2025
Utilities JTatum
Utilities Director

Net Due in 30 Days or in accordance with terms of the contract

STANTEC CONSULTING SERVICES INC.

TASK ORDER # 7 FOR PROFESSIONAL SERVICES

Title: Bulk Water Rate Analysis

This Service Authorization, made and entered into on the date last executed below, by and between STANTEC CONSULTING SERVICES INC. and DESOTO COUNTY, FL, hereinafter called "CLIENT", is for the services described under item 2 of this Task Order and is subject to the terms and conditions of the CONTRACT FOR PROFESSIONAL SERVICES between the CLIENT and BURTON & ASSOCIATES, which has been properly assigned to STANTEC CONSULTING SERVICES INC.

STANTEC CONSULTING SERVICES INC.	Contact:	Mr. Andrew Burnham, Vice President
	Address:	777 S. Harbour Island Blvd, Suite 600 Tampa, Florida 33602
	Phone:	(904) 631-5109
	E-mail:	Andrew.Burnham@Stantec.com
CLIENT	Contact:	Ms. Mandy Hines, County Administrator
	Address:	201 East Oak Street Arcadia, Florida 34266
	Phone:	(863) 993-4800
	E-mail	m.hines@desotobcc.com
	Invoice to:	DeSoto County County Administrator Attn: Ms. Mandy Hines 201 East Oak Street Arcadia, Florida 34266

1. **PROJECT:** Bulk Water Rate Analysis.

2. **SCOPE OF SERVICES:** Description of services to be performed by STANTEC CONSULTING SERVICES INC. (if additional pages are necessary, they are identified as Attachment A): Attachment A presents the scope of services for this Service Authorization.

3. **TIME OF COMPLETION:** Services called for herein shall be completed in an estimated 150 days from receipt of a notice to proceed and all required data.

4. **COMPENSATION:** The compensation to be paid STANTEC CONSULTING SERVICES INC. for providing the services called for herein shall be:

   ___X___A. A Lump-Sum charge of $8,070.

   _____B. Unit Cost/Time Charges plus reimbursable expenses for a not-to-exceed cost of $_____.

IN WITNESS WHEREOF, this Task Order is accepted on the date last written below.

For CLIENT:	***For STANTEC CONSULTING SERVICES INC.:***
SIGNED: _____	SIGNED: _____
NAME: _____	NAME: Peter Napoli
TITLE: _____	TITLE: Senior Manager
DATE: _____	DATE: March 19, 2025

ATTACHMENT A – SCOPE OF SERVICES

Scope of Services:

The proposed scope of services for this proposed task order is as follows:

> This task is to include development of a detailed cost of service model that will be used to determine the County's cost of providing wholesale/bulk water service. Based upon the results of the cost-of-service analysis, Stantec will develop alternative wholesale/bulk rates pursuant to existing water supply agreements and other market considerations. This task includes two (2) web-based interactive work sessions, the first to review the preliminary results of the analysis and the second to review the final results of the analysis. After each interactive work session, Stantec will distribute a preliminary results workbook for County staff to review and provide comment.

The specific work plan that will be performed to accomplish the above scope of services is presented in Exhibit 1 on the following page,

Notice to proceed:
Approval of this Task Order serves as Notice to Proceed with the project.

DeSoto County, FL

BULK WATER RATE ANALYSIS

PROJECT WORK PLAN & COST ESTIMATE

Stantec

		ESTIMATED LABOR-HOURS					
		Project Director	Principal	Manager	Project Consultant	Admin	Total
	Rates ---->	$360	$275	$235	$155	$95	
Task 1	Project Initiation and Data Collection						
1.1	Internal project set-up and initiation activities.	0	1	0	0	1	2
1.2	Gather required data and review background information, agreements, prior models/studies, etc.	0	0	2	2	0	4
Task 2	Perform a Water System Cost of Service Analysis						
2.1	Determine the County's cost of providing wholesale/bulk water by allocating test-year revenue requirements by utility service and key system function based upon defined benefit criteria.	0	2	2	10	0	14
2.2	Identify alternative wholesale/bulk water rates based upon the results of the cost of service analysis, pursuant to existing water supply agreements and other market considerations.	0	0	1	2	0	3
2.3	Internal review of initial results amongst consulting team, and follow-up adjustments.	1	1	2	2	0	6
2.4	Meet with County staff in an interactive work session to review preliminary results. (1 remote meeting)	0	1	0	1	0	2
2.5	Make adjustments as required based upon input from County staff in prior sub-task and prepare workbook of initial results.	0	1	0	2	0	3
2.6	Prepare adjustments per staff review and provision of additional/supplemental data based upon review of initial results.	0	1	0	2	0	3
2.7	Meet with County staff in a follow-up interactive work session to review updated results and finalize analysis. (1 remote meeting)	1	1	0	1	0	3
TOTAL ESTIMATED LABOR-HOURS		2	8	7	22	1	40
TOTAL ESTIMATED FEE		$720	$2,200	$1,645	$3,410	$95	$8,070
TOTAL ESTIMATED EXPENSES							$0
TOTAL ESTIMATED PROJECT COST							**$8,070**

DeSoto County

10/28/2025

Item #: 19.

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

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

TITLE & DESCRIPTION:
Contract Amendment / Sanders Laboratories, Incorporated / Water and Wastewater Quality Sampling and Laboratory Testing Services

REQUESTED MOTION:
Approve the Contract Amendment No. 1 with Sanders Laboratories, Incorporated, for Water and Wastewater Quality Sampling and Laboratory Testing Services.

SUMMARY:
Staff is requesting approval of the Contract Amendment with Sanders Laboratories, Incorporated, for Water and Wastewater Quality Sampling and Laboratory Testing Services.

BACKGROUND:
The Board approved the original Agreement with Sanders Laboratories, Incorporated, on November 16, 2023, for professional and technical services related to water and wastewater quality sampling and laboratory testing. The Agreement provided for an initial two-year term with three optional one-year renewals upon mutual agreement of both parties. For the upcoming renewal, Sanders Laboratories requested a five-percent (5%) price increase to offset rising costs for consumables, shipping, and labor. The Utilities and Purchasing Departments reviewed and found the request reasonable. The Contract Amendment exercises the first one-year renewal option, extending the Agreement through November 15, 2026, and updates the fee schedule as Exhibit "A."

FUNDS:
Budget Amount: **Will vary depending on need.**
Actual Agenda Item: **$19,412.11 (reflecting a 5% increase from $18,487.72)**
Cost: **$19,412.11 (reflecting a 5% increase from $18,487.72)**
Account Number: **410-70965333403000 & 410-70975353400000**

Explanation: **Annual contract renewal for Utilities Water and Wastewater Quality Sampling and Laboratory Testing Services with updated pricing schedule (Exhibit "A").**

CONTRACT AMENDMENT FOR PROFESSIONAL AND TECHNICAL SERVICES FOR WATER AND WASTEWATER QUALITY SAMPLING AND LABORATORY TESTING SERVICES

Bid No. 23-26-00ITB

THIS CONTRACT AMENDMENT is made this ____ day of _____, 2025, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA,** a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 East Oak Street, Suite 203, Arcadia, Florida 34266; and **SANDERS LABORATORIES, INCORPORATED**, a Florida Corporation, hereinafter referred to as ("CONTRACTOR"), whose address is 1050 Endeavor Court, Nokomis, Florida 34275.

WHEREAS, an Agreement was entered into on the 16th day of November, 2023, between COUNTY and CONTRACTOR for the provision of Water and Wastewater Quality Sampling and Laboratory Testing Services for the DeSoto County Utilities Department; and

WHEREAS, the original Agreement provided for a term of two (2) years from the date of execution with an option to renew for three (3) additional one (1) year terms upon mutual agreement of both parties; and

WHEREAS, the COUNTY and CONTRACTOR desire to exercise said renewal option and extend the Agreement for an additional one (1) year term under the same terms, conditions, and requirements as stated in the original Agreement, except as modified herein to include a five percent (5%) price increase as outlined in the revised Sanders Laboratories Fee Schedule Proposal for 2025 Renewal, attached hereto as Exhibit “A.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the Agreement as follows:

SECTION 1. INCORPORATION BY REFERENCE. The foregoing “WHEREAS” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct.

SECTION 2. TERM OF AGREEMENT. The current Agreement between the COUNTY and CONTRACTOR shall continue for an additional one (1) year term beginning
on November 16, 2025, and continuing through November 15, 2026.

SECTION 3. COMPENSATION. The unit prices contained in the original Agreement shall be increased by five percent (5%) as reflected in the attached revised Exhibit “A” – Sanders Laboratories Fee Schedule Proposal for 2025 Renewal. All other provisions of Section 6, Compensation, shall remain in full force and effect.

SECTION 4. OTHER TERMS. All other provisions, terms, conditions, covenants, and responsibilities of the November 16, 2023 Agreement shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ of _____, 2025.

ATTEST:

By: _____
Mandy J. Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
J.C. Deriso
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

_____

_____

SANDERS LABORATORIES, INC.

By: _____

Printed Name: _____

Title: _____

DeSoto County Utilities Water & Wastewater Quality Sampling & Lab Testing Services Bid Tabulation 23-26-00ITB

DESOTO COUNTY REGIONAL WASTEWATER TREATMENT PLANT

			Sanders Laboratories, Inc.		New Prices	
Influent	**Frequency**	**Per Year**	**Per Test**	**Yearly**	**5% per test**	**5% per year**
BOD, Carbonaceous 5 day	Weekly	52	$ 17.00	$ 884.00	$ 17.85	$ 928.20
Solids, Total Suspended	Weekly	52	$ 9.00	$ 468.00	$ 9.45	$ 491.40
Effluent	**Frequency**	**Per Year**				$ -
BOD, Carbonaceous 5 day	Weekly	52	$ 17.00	$ 884.00	$ 17.85	$ 928.20
Solids, Total Suspended	Weekly	52	$ 9.00	$ 468.00	$ 9.45	$ 491.40
Cliform, Fecal	Weekly	52	$ 11.00	$ 572.00	$ 11.55	$ 600.60
Total Phosphorus	Monthly	12	$ 14.00	$ 168.00	$ 14.70	$ 176.40
Total Nitrogen	Monthly	12	$ 18.00	$ 216.00	$ 18.90	$ 226.80
Drinking Water Standards	**Frequency**	**Per 5 Year**				$ -
Primary & Secondary Inorganics	Every 5 years before Permit Renewal	1	$ 750.00	$ 750.00	$ 787.50	$ 787.50
Radium 226 & 228	Every 5 years before Permit Renewal	1	$ 180.00	$ 180.00	$ 189.00	$ 189.00
Dioxins	Every 5 years before Permit Renewal	1	$ 375.00	$ 375.00	$ 393.75	$ 393.75
Reclaim Water Analysis	**Frequency**	**Per 5 Year**				$ -
Giardia	Every 5 years before Permit Renewal	1	$ 425.00	$ 425.00	$ 446.25	$ 446.25
Cryptosporidium	Every 5 years before Permit Renewal	1	$ 425.00	$ 425.00	$ 446.25	$ 446.25
TABLE TOTAL			**$ 2,250.00**	**$ 5,815.00**		$ 6,105.75

DESOTO CORRECTIONAL INSITUTION WASTEWATER TREATMENT PLANT

			Sanders Laboratories, Inc.		New Prices	
Influent	**Frequency**	**Per Year**	**Per Test**	**Yearly**	**5% per test**	**5% per year**
BOD, Carbonaceous 5 day	Monthly	12	$ 17.00	$ 204.00	$ 17.85	$ 214.20
Solids, Total Suspended	Monthly	12	$ 9.00	$ 108.00	$ 9.45	$ 113.40
Effluent	**Frequency**	**Per Year**				$ -
BOD, Carbonaceous 5 day	Every two weeks	26	$ 17.00	$ 442.00	$ 17.85	$ 464.10
Solids, Total Suspended	Every two weeks	26	$ 9.00	$ 234.00	$ 9.45	$ 245.70
Coliform, Fecal	Every two weeks	26	$ 11.00	$ 286.00	$ 11.55	$ 300.30
TABLE TOTAL			**$ 63.00**	**$ 1,274.00**	$ 66.15	$ 1,337.70

GROUND WATER MONITORING WELL TESTING FOR SIX (6) WELLS-DESOTO COUNTY REGIONAL WASTEWATER TREATMENT PLANT

			Sanders Laboratories, Inc.		New Prices	
PARAMETER	**Frequency**	**Per Year**	**Per Test**	**Yearly**	**5% per test**	**5% per year**
Water Level NGVD	Quarterly	4	$ 10.00	$ 240.00	$ 10.50	$ 252.00
Nitrogen, Nitrate, Totals (as N)	Quarterly	4	$ 10.00	$ 240.00	$ 10.50	$ 252.00
Solids, Total Dissolved (TDS)	Quarterly	4	$ 9.00	$ 216.00	$ 9.45	$ 226.80
Arsenic, Total Recoverable	Quarterly	4	$ 12.00	$ 288.00	$ 12.60	$ 302.40
Chlorida (as C1)	Quarterly	4	$ 9.00	$ 216.00	$ 9.45	$ 226.80
Cadmium, Total Recoverable	Quarterly	4	$ 12.00	$ 288.00	$ 12.60	$ 302.40
Chromium, Total Recoverable	Quarterly	4	$ 12.00	$ 288.00	$ 12.60	$ 302.40
Lead, Total Recoverable	Quarterly	4	$ 12.00	$ 288.00	$ 12.60	$ 302.40
Coliform, Fecal	Quarterly	4	$ 12.00	$ 288.00	$ 12.60	$ 302.40
pH*	Quarterly	4	$ 10.00	$ 240.00	$ 10.50	$ 252.00
Sulfate, Total	Quarterly	4	$ 9.00	$ 216.00	$ 9.45	$ 226.80
Turbidity*	Quarterly	4	$ 12.00	$ 288.00	$ 12.60	$ 302.40
Sodium Total Recoverable	Quarterly	4	$ 12.00	$ 288.00	$ 12.60	$ 302.40

Sepcific Conductance*	Quarterly	4	$ 12.00	$ 288.00	$ 12.60	$ 302.40
Temperature (C), Water*	Quarterly	4	$ 12.00	$ 288.00	$ 12.60	$ 302.40
Dissolved Oxygen (DO)*	Quarterly	4	$ 12.00	$ 288.00	$ 12.60	$ 302.40
TABLE TOTAL			**$ 177.00**	**$ 4,248.00**		**$ 4,460.40**

DESOTO CORRECTION INSTITUTION WATER TREATMENT PLANT

			Sanders Laboratories, Inc.		New Prices	
Parameter	**Frequency**	**Per Year**	**Per Test**	**Yearly**	**5% per test**	**5% per year**
Bacteroilogical	Monthly (7-Samples)	12	$ 12.00	$ 1,008.00	$ 12.60	$ 1,058.40
	Unscheduled Emergency Weekday (2-Samples)	6	$ 12.00	$ 144.00	$ 12.60	$ 151.20
	Unscheduled Emergency Weekend (2-Samples)	6	$ 12.00	$ 144.00	$ 12.60	$ 151.20
Primary & Secondary Inorganics	Every Three Years	0.33	$ 750.00	$ 247.50	$ 787.50	$ 259.88
Nitrate/Nitrite	Annual	1	$ 10.00	$ 10.00	$ 10.50	$ 10.50
Gross Alpha	Quarterly	4	$ 75.00	$ 300.00	$ 78.75	$ 315.00
Radium - 226	Quarterly	4	$ 90.00	$ 360.00	$ 94.50	$ 378.00
Radium - 228	Quarterly	4	$ 90.00	$ 360.00	$ 94.50	$ 378.00
Uranium	Quarterly	4	$ 75.00	$ 300.00	$ 78.75	$ 315.00
TTHM	Annually	1	$ 45.00	$ 45.00	$ 47.25	$ 47.25
HAA5	Annually	1	$ 77.00	$ 77.00	$ 80.85	$ 80.85
Presticides / PCB's-also known as (S.O.C.-Synthetic Organic Contaminates	Every Three Years	0.33	$ 950.00	$ 313.50	$ 997.50	$ 329.18
TDS	Quarterly (3 Wells-4,6 & 8)	4	$ 9.00	$ 108.00	$ 9.45	$ 113.40
Chloride	Quarterly (3 Wells-4,6 & 8)	4	$ 9.00	$ 108.00	$ 9.45	$ 113.40
Sulfate	Quarterly (3 Wells-4,6 & 8)	4	$ 9.00	$ 108.00	$ 9.45	$ 113.40
Lead	Every Three Years	0.33	$ 12.00	$ 3.96	$ 12.60	$ 4.16
Copper	Every Three Years	0.33	$ 12.00	$ 3.96	$ 12.60	$ 4.16
V.O.C.	Every Three Years	0.33	$ 12.00	$ 3.96	$ 12.60	$ 4.16
TABLE TOTAL			**$ 2,261.00**	**$ 3,644.88**		**$ 3,827.12**

LAKE SUZY WATER SYSTEM

			Sanders Laboratories, Inc.		New Prices	
Parameter	**Frequency**	**Per Year**	**Per Test**	**Yearly**	**5% per test**	**5% per year**
Bacteroilogical	Monthly (4-Samples)	12	$ 12.00	$ 576.00	$ 12.60	$ 604.80
	Unscheduled Emergency Weekday (2-Samples)	6	$ 12.00	$ 144.00	$ 12.60	$ 151.20
	Unscheduled Emergency Weekend (2-Samples)	6	$ 12.00	$ 144.00	$ 12.60	$ 151.20
Nitrate/Nitrite	Annual	1	$ 10.00	$ 10.00	$ 10.50	$ 10.50
TTHM	Quarterly	4	$ 45.00	$ 180.00	$ 47.25	$ 189.00
HAA5	Quarterly	4	$ 77.00	$ 308.00	$ 80.85	$ 323.40
Lead	Every 3 Years	0.33	$ 12.00	$ 3.96	$ 12.60	$ 4.16
Copper	Every 3 Years	0.33	$ 12.00	$ 3.96	$ 12.60	$ 4.16
TABLE TOTAL			**$ 192.00**	**$ 1,369.92**		**$ 1,438.42**

DESOTO COUNTY PUBLIC WATER SUPPLY SYSTEM

	Sanders Laboratories, Inc.	New Prices

Parameter	Frequency	Per Year	Per Test	Yearly	5% per test	5% per year
Bacteriological	Monthly (5-Samples)	12	$ 12.00	$ 720.00	$ 12.60	$ 756.00
	Unscheduled Emergency Weekday (2-Samples)	6	$ 12.00	$ 144.00	$ 12.60	$ 151.20
	Unscheduled Emergency Weekend (2-Samples)	6	$ 12.00	$ 144.00	$ 12.60	$ 151.20
Nitrate/Nitrite	Annually	1	$ 10.00	$ 10.00	$ 10.50	$ 10.50
TTHM	Quarterly	4	$ 45.00	$ 180.00	$ 47.25	$ 189.00
HAA5	Quarterly	4	$ 77.00	$ 308.00	$ 80.85	$ 323.40
Lead	Every 3 Years	0.33	$ 12.00	$ 3.96	$ 12.60	$ 4.16
Copper	Every 3 Years	0.33	$ 12.00	$ 3.96	$ 12.60	$ 4.16
TABLE TOTAL			**$ 192.00**	**$ 1,513.92**		**$ 1,589.62**

TRANSPORTATION WATER SYSTEM

			Sanders Laboratories, Inc.		New Prices	
Parameter	Frequency	Per Year	Per Test	Yearly	5% per test	5% per year
Bacteriological	Quarterly (3-Samples)	4	$ 12.00	$ 144.00	$ 12.60	$ 151.20
	Unscheduled Emergency Weekday (2-Samples)	6	$ 12.00	$ 144.00	$ 12.60	$ 151.20
	Unscheduled Emergency Weekend (2-Samples)	6	$ 12.00	$ 144.00	$ 12.60	$ 151.20
Nitrate/Nitrite	Annually	1	$ 10.00	$ 10.00	$ 10.50	$ 10.50
Radium-226	Annually	1	$ 90.00	$ 90.00	$ 94.50	$ 94.50
Radium-228	Annually	1	$ 90.00	$ 90.00	$ 94.50	$ 94.50
TABLE TOTAL			**$ 226.00**	**$ 622.00**		**$ 653.10**
ANNUAL TOTAL FOR ALL TESTING				**$ 18,487.72**		**$ 19,412.11**

SUMMARY	PREVIOUS	NEW
Sanders Laboratories, Inc.	$18,487.72	$19,412.11

DeSoto County

10/28/2025

Item #: 20.

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

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

TITLE & DESCRIPTION:
Appointment of new member to the Planning Commission and Board of Adjustment

REQUESTED MOTION:
A motion to approve the appointment of Theresa Collins-Hill as a member of the DeSoto County Planning Commission and Board of Adjustment.

SUMMARY:
The Planning Commission and Board of Adjustment has a member vacancy. The Land Development Regulations (LDR) establishes criteria for the appointment of members and empowers the Board of County Commissioners to appoint Planning Commission and Board of Adjustment members.

BACKGROUND:
LDR Section 20-1250(a) establishes a Planning Commission consisting of five (5) members appointed by the Board of County Commissioners, each for a term of four (4) years, and further provides for the inclusion of a nonvoting LPA member appointed by the DeSoto County School Board (the "School Board appointee"). Moreover, LDR Section 20-1250(b) states the minimum qualifications for a Planning Commission member appointed by the County Commission.

The Planning Commission and Board of Adjustment has a member vacancy. The Planning Director has received a resume and letter of interest from Theresa Collins-Hill (local business owner) to serve as a member of the Planning Commission and Board of Adjustment. Theresa Collins-Hill will serve as a member for the remainder of Brian Youngs term beginning with the Board's appointment and expiring on January 31, 2028. Brian Young resigned as a member on September 15, 2025.

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025- ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF A NEW MEMBER TO THE DESOTO COUNTY LOCAL PLANNING AGENCY/PLANNING COMMISSION AND BOARD OF ADJUSTMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Divisions 2 and 3 of Article X "Boards and Agencies," of Chapter 20 of the DeSoto County Land Development Regulations (LDR) establish provisions regarding the Planning Commission; and

WHEREAS, LDR Section 20-1278 provides that the Planning Commission serves as the Board of Adjustment; and

WHEREAS, Section 163.3174, Florida Statutes, requires that the governing body of each local government establish a local planning agency ("LPA") that is responsible for reviewing rezoning and comprehensive plan amendments in each county, as well as the other enumerated responsibilities set forth therein, and LDR Section 20-150(a) designates the Planning Commission as the County's LPA; and

WHEREAS, LDR Section 20-1250(a) establishes a Planning Commission consisting of five (5) members appointed by the Board of County Commissioners, each for a term of four (4) years, and further provides for the inclusion of a nonvoting LPA member appointed by the DeSoto County School Board (the "School Board appointee"); and

WHEREAS, LDR Section 20-1250(e) provides for the Board of County Commissioners to appoint two alternate members to the Planning Commission that serve in the absence of any member or members of the Planning Commission; and

WHEREAS, LDR Section 20-1250(b) states the minimum qualifications for a Planning Commission member appointed by the County Commission as follows: 1) no member of the Planning Commission shall hold any elective office or be employed by any local government within DeSoto County, 2) that no more than two members of the Planning Commission shall be of the same business, trade, or profession, 3) The appointee shall be a resident of the County for at least two years prior to the date of appointment; and 4) the appointee must be a citizen of the United States of America; and

WHEREAS, Theresa Collins-Hill has applied for appointment to the Planning Commission and has been found to comply with the minimum qualifications of LDR Section 20-1250(b); and

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

NOW, THEREFORE, **BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

Section 2. Appointment. That the DeSoto County Board of County Commissioners hereby appoints:

Theresa Collins Hill to serve as a member of the Planning Commission and Board of Adjustments for the remainder of Brian Young's term beginning with the Board's appointment and expiring on 01/31/2028.

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

PASSED AND ADOPTED this 28th day of October 2025.

ATTEST:

By: _____
Mandy Hines
County Administrator

By: _____
Valerie Vicente
County Attorney

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

By: _____
J. C. Deriso
Chairperson

DeSoto County

10/28/2025

Item #: 21.

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

REQUESTED MOTION:
A motion to adopt/deny the proposed ordinance for a small scale comprehensive plan map amendment.

SUMMARY:
The agenda request is a small scale Comprehensive Plan Future Land Use Map Amendment application (COMP-0013-2025) filed by Gabriel Quave, property owner, to amend the map designation from Rural/Agricultural to Commercial on a +/- 3.48-acre parcel.

BACKGROUND:
The subject property is made up of one (1) parcel totaling +/- 3.48 acres and is in central DeSoto County on the east side of US 17 in Arcadia, FL just south of SW Fletcher St. The subject property has the Rural/Agricultural Future Land Use Map Category (FLUC) which is intended to prevent the creation of conditions which would endanger, damage, or destroy the agricultural base, environmental resources, potable water supply, and the wildlife resources of the county.

The subject property has three existing non-residential buildings (6,720 sf, 2240 sf, and 2,240 sf for a total of 11,200 sf) that have been used as a mini warehouse facility and the applicant would like to use as a commercial business, which is not consistent with the Rural/Agricultural land use category.

The site is currently zoned Commercial General (CG), which is consistent with the proposed Commercial Future Land Use Category that has been applied for.

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DESOTO COUNTY, FLORIDA

DESOTO COUNTY DEVELOPMENT DEPARTMENT

REQUEST:	COMP-0013-2025 (Small Scale Comprehensive Plan Map Amendment) to amend the Future Land Use Map from Rural/Agricultural to Commercial
PROPERTY OWNER/APPLICANT:	Gabriel Quave Easy Mini Storage, Inc. 162 N. Brevard Ave., Arcadia, FL 34266
ENGINEER:	Bumper Hay 118 N. Brevard Ave., Arcadia, FL 34266
PROPERTY ID:	13-38-24-0000-0905-0000
SITE ADDRESS:	3624 SW Hwy 17, Arcadia, FL 34266
TOTAL PARCEL SIZE:	+/- 3.48 acres
EXISTING FUTURE LAND USE CATEGORY:	Rural/Agricultural
PROPOSED FUTURE LAND USE CATEGORY:	Commercial

DEVELOPMENT REVIEW REPORT

The agenda request is a Comprehensive Plan Future Land Use Map Amendment application (COMP-0013-2025) filed by Gabriel Quave, property owner, to amend the map designation from Rural/Agricultural to Commercial on a +/- 3.48-acre parcel.

Review Process. Small Scale Amendments to the County's Comprehensive Plan follow a process outlined by Section 163.3187, Florida Statutes. The legislature created a streamlined process for amendments affecting 50 acres or less, with some exceptions. Small scale amendments are exempt from the state coordinated review process and they do not require the same level of analysis as large-scale analyses.

Pursuant to Section 163.3174(4)(a), Florida Statutes, the local planning agency (DeSoto County Planning Commission) must hold at least one public hearing on the proposed comprehensive plan amendment and must provide public notice for that hearing.

Pursuant to Section 163.3187, Florida Statutes, "Process for adoption of small-scale comprehensive plan amendment" permits a future land use amendment that is 50-acres or less are processed through only one public hearing (adoption hearing) before the governing board (Board of County Commissioners).

I. BACKGROUND

The subject property is made up of one (1) parcel totaling +/- 3.48 acres and is in central DeSoto County on the east side of US 17 in Arcadia, FL just south of SW Fletcher St. The subject property has the Rural/Agricultural Future Land Use Map Category (FLUC) which is intended to prevent the creation of conditions which would endanger, damage, or destroy the agricultural base, environmental resources, potable water supply, and the wildlife resources of the county.

The subject property has three existing non-residential buildings (6,720 sf, 2240 sf, and 2,240 sf for a total of 11,200 sf) that have been used as a mini warehouse facility and the applicant would like to use as a commercial business, which is not consistent with the Rural/Agricultural land use category.

The site is currently zoned Commercial General (CG), which is consistent with the proposed Commercial Future Land Use Category that has been applied for.

Summary Conclusion

From a planning perspective, separating intensive uses from less intensive ones is the basic premise behind the Future Land Use Element, Future Land Use Map, the Zoning Map, and policy structure of the Comprehensive Plan. This policy structure exists to protect development from incompatible adjacent land uses.

The proposed Commercial future land use designation is consistent with the existing commercial use on the property and existing commercial zoning just north of the property. The current use is a mini warehouse facility and has an existing driveway on US 17. The proposed Commercial Future Land Use Map Category is on a 4-lane divided thoroughfare roadway, which is appropriate for this type of use.

Based on the above findings, it is concluded the plan amendment application can be found **consistent** with policies within the Comprehensive Plan and Florida Statutes.

II. ORDINANCE

AN ORDINANCE OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS, ADOPTING A SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT WHICH CONSISTS OF AMENDING THE FUTURE LAND USE MAP FROM RURAL/AGRICULTURAL TO COMMERCIALFOR A +/- 3.48 ACRE PARCEL LOCATED ON THE EAST SIDE OF US 17 IN ARCADIA, FL JUST SOUTH OF SW FLETCHER ST., THE PROPERTY IDENTIFICATION NUMBER BEING 13-38-24-0000-0905-0000; GRANTING TO THE APPLICANT, EASY MINI STORAGE, INC., A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT (COMP 0013-2025); AND PROVIDING FOR AN EFFECTIVE DATE.

III. DATA & ANALYSIS

Small scale plan amendments must be internally consistent between the elements of the Comprehensive Plan, which was approved under the structure of Section 163.3177, FS; however, they are not subject to the full review criteria of this chapter, as standardly applied to large scale plan amendments.

1. *Utilities. An analysis of the availability of facilities and services*.

   The subject property is not within the County's Utility Service Area nor is it connected to County utilities. However, if it were in the future, this analysis is relevant for comparison purposes.

   FLUE Policy 1.22.5 establishes level of service standards (LOSS) for the following public facilities: potable water, sanitary sewer, solid waste, roadways, and recreation and open space.

   The property is +/- 3.48 acres. In the existing Rural / Agricultural FLUC, the base intensity for non-residential uses is up to 0.4 FAR with no bonus density available. This category would support up to 60,635 sf of non-residential development (3.48 ac = 151,588 sf; 151,588sf x 0.4 FAR = 60,635 sf).

   The existing use is a mini warehouse facility, which has limited and infrequent impact to the utility system. Under the Rural/Agricultural land use category, non-residential development could occur at this location and is used for comparison purposes.

   The proposed Future Land Use Map Category is Commercial. It allows an intensity up to a 0.25 floor-area-ratio (FAR) of non-residential uses and a bonus intensity of 0.35 FAR if the bonus criteria is met in Comprehensive Plan Policy 1.1.3. This change would allow up to 37,897 square feet (bonus

density not requested at this point) (3.48 ac = 151,588 sf; 151,588sf x 0.25 FAR = 37,897 sf). For the purposes of calculating concurrency impacts conservatively for a non-residential use, the 0.25 FAR and 37,897 SF is a reasonable maximum.

a. Potable water. The property is inside the County's utility service area.

Potable Water Element Policy 1.1.1 The County's Level of Service for potable water supply shall be 102 gallons per capita per day.

The Utilities Standards Handbook designates 1 ERU per 10,000 sf of warehouse. The site as 11,200 sf of existing warehouse use with a maximum of 37,897 sf. There is an existing 12" water main and a 10" forcemain located on US 17.

FLUE Policy 1.22.5(3)(b) provides potable water supplies shall be consistent with the projected demand. Failure to provide sufficient supply for projected needs will result in denial of concurrency.

<u>Existing Land Use – Rural/Agricultural</u>
11,200 sf existing mini warehouse facility (current max allowable amount given inconsistent future land use designation with existing uses)
1 ERU per 10,000 SF = 1.1 ERUs
3.7 ERUs x 255 GPD / ERU = 943.5 gallons Average Daily Flow (ADF) per the Utilities Standards Handbook.

<u>Proposed Future Land Use – Commercial</u>
37,897 sq. ft. warehouse (most realistic scenario given existing warehouse use)
1 ERU per 10,000 SF = 3.78 ERUs
3.78 ERUs x 255 GPD / ERU = 963 gallons Average Daily Flow (ADF) per the Utilities Standards Handbook.

The proposed comprehensive plan amendment results in an increased potable water demand of 19.5 GPD. This amount of increase is negligible. However, the site is not currently connected to County utilities. Potential future development may be required to connect.

b. Sanitary sewer. The property is inside the County's utility service area. There is an existing 12" water main and a 10" forcemain located on US 17.

Sanitary Sewer Element Policy 1.1.1: The County's adopted level of service for sanitary sewer capacity shall be 80 gallons per capita per day.

FLUE Policy 1.22.5(3)(b) provides sanitary sewer supply shall be consistent with the projected demand. Failure to provide sufficient supply for projected needs will result in denial of concurrency.

Existing Land Use – Low Density Residential
11,200 sq. ft. mini warehouse facility (current max allowable amount given inconsistent future land use designation with existing uses)
1 ERU per 10,000 SF = 1.1 ERUs
3.7 ERUs x 80 GPD / ERU = 296 gallons Average Daily Flow (ADF) per the Utilities Standards Handbook.

Proposed Future Land Use – Commercial
37,897 sq. ft. warehouse (most realistic scenario given existing warehouse use)
1 ERU per 10,000 SF = 3.78 ERUs
3.78 ERUs x 80 GPD / ERU = 302.4 gallons Average Daily Flow (ADF) per the Utilities Standards Handbook.

The proposed comprehensive plan amendment results in a increased sanitary sewer demand of 6.4 GPD. This amount of increase is negligible. However, the site is not currently connected to County utilities or within the service area.

If approved, future development plans will be required to demonstrate that the existing well and septic are sufficient to meet any future project needs or be required to connect to County utilities.

2. Solid Waste.

Solid Waste Element Policy 1.1.1: The County's minimum level of service for solid waste will be 4.6 pounds per person per day (0.84 tons per capita annually), which will be utilized to plan for future demand.

FLUE Policy 1.22.5(2)(b) also provides that for solid waste, failure to provide sufficient supply for projected needs will result in the denial of concurrency.

The proposed development will result in an insignificant contribution to the landfill and additional traffic on State and County roadways. Based on projections in the Master Plan, the medium average waste protection per person per year is 0.84 tons. The Master Plan also includes

population projections to 2035 as part of its estimated useful life approximations. While the proposed project will result in the reduction of the available capacity in the landfill, it may or may not decrease the projections of useful life shown in the Master Plan depending on growth elsewhere in the County.

The proposed project will contribute revenue to the landfill for continued operation and future expansion. With the County's planning of expansion of the landfill over the next 41 + years and beyond, it does not appear that the proposed project will impact the landfill in a manner that cannot be accommodated by future growth planning. Last, the roadway network between the subject property and the landfill is sufficient to accommodate waste disposal vehicles and with routine repairs and maintenance that are normally performed, the roadways can continue to accommodate the loads in the future.

Waste collection service costs for residential single-family dwellings are included within the annual ad valorem taxes. Waste collection service costs for non-residential uses are through a contract with the franchisee.

3. Transportation.

Transportation Element (TE) Policy 1.1.1 on *Service Standards* provides *"*The County establishes the following peak hour /peak directional level of service standards for collector, arterial, local and limited access facilities in the County.

ROADWAY TYPE	STATE ROAD URBANIZED AREA	STATE ROAD OUTSIDE URBANIZED AREA	COUNTY ROAD
Limited Access Facilities	D	C	D
Controlled Access Highway	D	C	D
Other Multi-lane Roads	D	C	D
Two-lane Roads	D	C	D

US 17 is a controlled access highway. A Traffic Impact Statement (TIS) has not been provided with the application. It is expected that the trip generation will remain the same from Rural/Agricultural to a Commercial use. The use does not appear to be changing and use rates are outlined as follows:

Land Use	Units / KSF	Trip Generation Rate (PM Peak Hour average)	Total Trips
Potential Reasonable Use - Mini Storage (ITE Code 151)	60,635 SF	0.15 trips per 1,000 SF	9.10
Existing Use – Mini Storage (ITE Code 151)	11,200 SF	0.15 trips per 1,000 SF	1.68

Source: ITE Trip Generation Manual 11th Edition

Given the existing buildings and use, it is not likely that the change to the future land use will change the use of the property. Any future site plans, including an expansion of the existing use, will be required to provide a more detailed analysis and site and operational analysis at the points of access with application submittal.

4. Recreation.

FLUE Policy 1.22.5(2)(b) provides that for recreation and open space, failure to provide sufficient supply for projected needs will result in the denial of concurrency.

Recreation and Open Space Element Policy 1.1.1 provides the recommended planning level of service (LOS) standard for parks shall be twenty (20) acres of parkland per 1,000 residents or a cumulative demand for 82.5 acres of parks.

Neither the mini warehouse facility or potential uses within the Commercial land use designation use park capacity. Based on the above, it is concluded that DeSoto County has adequate recreation and open space acreage to accommodate the impacts generated from the proposed Future Land Use Map amendment.

5. Schools

Neither the mini warehouse facility or potential uses within the Commercial land use designation use school capacity. Based on the above, proposed Future Land Use Map amendment has no impact on school capacity.

6. Fire

While a fire capacity analysis is not included here, the closest existing fire station (DeSoto County Fire Station #1) is located approximately 3.6 miles from the subject property.

7. Public Library

While a library capacity analysis is not included here given the existing and likely any proposed uses will be non-residential, the closest existing public library is 3.5 miles and located in Arcadia.

The subject property is currently developed with a mini warehouse facility, located in the Rural/Agricultural Future Land Use Map category. Generally, DeSoto County has availability of facilities and services to serve non-residential development at this location. However, depending upon the type and extent of use proposed and timing of development, the applicant may be required to provide additional on or off-site infrastructure improvements to meet County and State requirements for any future expansions. The application conforms to this provision.

An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

1. Character of the undeveloped land.

   The DeSoto County Property Appraiser characterizes the developed land as warehouse-storage. Based on the findings that the property is designated Rural/Agricultural and zoned CG, it is concluded the character of the land can be described as a holding zone for future non-residential development as the property already has a non-residential building and uses.

2. Soils.

   Applicants will secure their own geotechnical report to ensure the soil will support any future additional development.

3. Topography.

   Applicants will secure their own topographic map of the property to ensure the elevations will support any future additional development.

4. Natural resources.

The project is within the Conservation Overlay. Any type of future development application will be required to provide an Environmental Assessment Report. The application narrative states the amendment will comply with the Goals, Objectives and Policies in the Comprehensive Plan relating to open space and preservation of environmentally sensitive areas. Future site plan submittals will be required to demonstrate protection of the wetlands and another environmental features consistent with local, state and federal requirements.

5. Historic resources.

   No known historic resources are on-site. Any discoveries will be required to follow State requirements. Based on the above, the property is suitable for development.

In conclusion, from a physical perspective considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site, the subject property is suitable for development consistent with any County, State, and Federal requirements. The application conforms to this provision.

An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

The subject property is along US 17, a four-lane divided throughfare roadway, with an existing building and access point. From a land use perspective, these locations are best served for non-residential uses and can provide an appropriate transition to residential uses farther from these high-capacity roadways.

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

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**	**Bonus**(Policy 1.1.3)**
Rural/Agricultural (existing)	Residential - Up to 1 du/10 acre Non-residential – up to 0.4 FAR maximum	None

Land Use Categories	Base Density/Intensity	Bonus**(Policy 1.1.3)
Commercial (proposed)	Non-residential – Up to 0.25 FAR	0.35 FAR maximum*

Consistency analysis: The proposed amendment would change the future land use category for +-/ 3.48 acres of land from Rural/Agricultural to Commercial. The site is currently developed with non-residential buildings and mini warehouse use. The proposed change could facilitate a wider variety of uses.

*The subject property is already zoned commercial (existing CG zoning). Any future development will be required to be **consistent** with FLUE Policy 1.1.2 and the maximum square footage (calculated by FAR).*

Objective 1.7: Commercial Category Defined. DeSoto County shall recognize existing "Commercial" corridors by their designation and mapping on the Future Land Use Map as Commercial (COMM) and shall promote the infilling of such areas through the establishment of criteria for the development of lands within the Commercial designations and limitations to the expansion such areas.

MEASURABLE TARGET: Development Plans issued, plans reviewed and checks for business tax certificates issued or renewed.

Consistency analysis: The proposed amendment to Commercial for these existing non-residential buildings and mini warehouse use on a thoroughfare roadway is an appropriate location close to existing developed areas. Any future development will be required to be consistent with County and State requirements. The application can be found consistent with this policy.

Policy 1.7.1: Characteristics. Commercial corridors are characterized by linear concentrations of all types of commercial, office, and institutional uses along a roadway. Some linear Commercial corridors may contain existing industrial uses.

Consistency analysis: The proposed amendment to Commercial for these existing non-residential buildings on a thoroughfare roadway is an appropriate location close to existing developed areas. Any future development will be required to be consistent with County and State requirements. The application can be found consistent with this policy.

Policy 1.7.3: Location Criteria. Expansion of any Commercial area shall be limited to infill development. Infilling of an existing Commercial corridor shall be limited to a depth which corresponds to the typical depth of existing development within the general area of the infill development. The extension (along the road) or

establishment of new Commercial strips shall not be permitted, except to recognized legitimate errors made during the original mapping process. Any such map-error corrections shall require that a Plan amendment be processed consistent with requirements of this policy and Chapter 163, FS. The following factors shall be taken into consideration when evaluating whether an error was made during the original mapping process and shall be used as the basis for the review of the associated plan amendment required to correct the error.

Consistency analysis: The subject property has a Rural/Agricultural land use, and the property is currently zoned Commercial (CG). There are existing non-residential buildings used for a mini warehouse and access drive. Per the Property appraiser, this mini warehouse use has been in effect since at least 1975, prior to the Future Land Use Mapping (1985 Growth Management Act). The proposed amendment to Commercial for this existing non-residential building on a thoroughfare roadway is an appropriate location close to existing developed areas. Any future development will be required to be consistent with County and State requirements. Based upon the analysis, the application can be found to be consistent with this policy.

Policy 1.7.4: Development Criteria. Development or redevelopment within a Commercial corridor shall conform to the following criteria:
(1) Permitted uses include all types of commercial, office, and institutional uses typically located along a roadway.
(2) New development or redevelopment within a linear Commercial corridor shall be limited to the intensities of uses at the same or less intensity as adjacent existing uses. New development or redevelopment adjacent to existing uses shall be compatible with each other without allowing a higher intensity of development.
(3) Step-down uses shall be encouraged between different intensity uses as in-fill and shall be lower in intensity than the highest existing intensive use. Step-down uses shall be contiguous to an intensive land use and shall not be separated from that use by an arterial road, or a natural or man-made barrier which makes the step-down use unnecessary.
(4) New development or redevelopment within a linear Commercial corridor shall incorporate the use of frontage roads wherever there is adequate public right-of-way or there is property available for the expansion of the right-of- way or the establishment of frontage-road easements to facilitate such roads in accordance with recognized highway safety standards. Whenever the placement of frontage roads is not practical, shared ingress/egress facilities shall be used.
(5) Adequate parking shall be provided to meet the demands of the uses, and interior traffic circulation shall facilitate safe bicycle and pedestrian movement.
(6) Where the Commercial corridor abuts residential areas, uses should be limited to a size, scale, and intensity necessary to provide the residents of the community and surrounding area with retail, personal, and community services. New development or redevelopment adjacent to residential areas shall be compatible with adjacent existing uses without allowing a higher intensity of development.

(7) Buffering shall be provided where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc., are examples of facilities that may require special buffering provisions.
(8) The maximum floor area ratio shall not exceed 0.35.

Consistency analysis: Any future development will be required to be consistent with County and State requirements. Based upon the analysis, the application can be found consistent with this policy.

Policy 1.7.5: Adjacent Development. Development adjacent to a Commercial corridor may include the following uses: Office, Residential, Institutional, Employment Center or Open Space.

Consistency analysis: Adjacent development is within the Rural / Agricultural Future Land Use Category with uses ranging from agricultural, residential, and vacant industrial. The use has been existing since 1975. This amendment will allow the existing use to be consistent with the Comprehensive Plan and Future Land Use Map.

Policy 1.5.5: Open Space design. All open space areas shall be primarily located adjacent to other areas approved as open space in order to create natural corridors.

Consistency analysis: All future development applications will be required to meet this policy.

FLUE Policy 1.5.6: *Utilities.* All development within the Commercial category shall connect to existing public centralized water and wastewater systems.

Consistency analysis: *The project is not served by DeSoto County Utilities. However, future development applications will be reviewed for consistency with the County's utility connection ordinance. Based on the above, it is concluded the proposed amendment can be found **consistent** with this policy.*

FLUE Policy 1.7.1: *Characteristics*. Commercial corridors are characterized by linear concentrations of all types of commercial, office, and institutional uses along a roadway. Some linear Commercial corridors may contain existing industrial uses.

Consistency analysis: The subject site is located along SW Highway 17, an existing commercial corridor making it consistent with this policy.

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.

The Comprehensive Plan 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.”

Consistency analysis: *The following table (Table 1) provides a description of the Future Land Use Categories, Zoning Districts, and specific types of land uses surrounding the proposed amendment:*

TABLE 1 - USE COMPATIBILITY ANALYSIS

	Future Land Use	**Zoning District**	**Types of Land Uses**
Site	*Rural/Agricultural* (existing) *Commercial (proposed)*	CG (existing) *CG*	Mini warehouse facility (existing non-residential buildings)
North	Rural/Agricultural	A-5, CG	Single Family Residential, duplex (existing residential building)
South	Rural/Agricultural	A-5, IL	Vacant
East	Rural/Agricultural	A-5	Single Family Residential (existing residential building)
West	Rural/Agricultural	A-5	Orchards/Groves

Table 1 illustrates that the surrounding uses. Rural/Agricultural Future Land use exists in all adjacent parcels, but there are developed Single Family residences and duplexes to the north and east. The parcels to the south and west are vacant. Any future development on the subject property will be required to meet all setbacks and any landscaping and buffer requirements. The proposed is consistent with this policy.

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 site is in the central portion of the county. The site has an existing building and access drive. It will provide potential employment, or residential support uses near existing development. Based on the above, it is concluded that the amendment can be found* ***consistent*** *with this policy.*

Transportation Element (TE) Provisions

TE Policy 1.5.3: ***Analysis of Future Land Use Map and Zoning Amendments*****.** The County shall consider the potential maximum impacts of all Future Land Use Map and zoning amendments on the LOS for all roadways directly and indirectly affected by the amendment when making such decisions. However, specific impacts and any required roadway improvements shall only be determined based on the submittal of a defined development proposal as part of the County's overall concurrency system.

Consistency Analysis: A Traffic Impact Statement has not been provided. However, the site has existing buildings, parking, and access drive onto US 17. The applicant will be required to comply with any requirements of FDOT with any future development. Thus, the application can be found to be ***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.

Consistency Analysis: The subject property has been developed commercially with a mini-warehouse facility since 1975 and was expanded in 1981. There is currently sporadic development along this portion of SW Highway 17, and non-residential development is anticipated to grow along the arterial roadway and connect to the Employment Center land located northwest of the subject site. Approval of the future land use map amendment to commercial will not promote urban sprawl and will promote additional development and redevelopment along the corridor.

D. Public notice. Pursuant to Section 163.3187(2), F.S., small scale comprehensive plan amendments adopted pursuant to that section require only one public hearing before the governing board, which shall be an adoption hearing as described in s. 163.3184(11). In addition to the above, pursuant to Section 163.3174, comprehensive plan amendments are required to be considered by the County's Local Planning Agency (LPA).

DeSoto County does not have any written policies or administrative rules governing site-specific Future Land Use Map amendments and public notice has been limited to advertising the amendment in a newspaper of general circulation in DeSoto County at least 10 days prior to each public hearing and the posting of

the property. The Applicant has provided evidence that the property was posted at least 10 days before the Planning Commission (which commission sits as the County's LPA) public hearing.

Written notice of the hearings was mailed to all surrounding property owners located within 1,000 feet of the site or a minimum of 10, whichever is greater and such notice is on file with the Division and incorporated herein by reference.

IV. ATTACHMENTS

Exhibit A: Chapter 163.3187, Florida Statutes, Process for adoption of small scale plan amendment.

Exhibit B: General Location Map

Exhibit C: Existing Interim 2040 Future Land Use Map, Excerpt

Exhibit D: Proposed Interim 2040 Future Land Use Map, Excerpt

Exhibit E: Official Zoning District Atlas, Excerpt

Exhibit H: Proposed Future Land Use Map amendment application
- Application Packet submitted by applicant
- Comp plan amendment justification by applicant

Exhibit I: Proposed Ordinance

Exhibit J: Development Review Committee (DRC) Comments

Exhibit K: Property Posted Photograph

V. FINDINGS AND CONCLUSIONS

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

1. An application to amend the Comprehensive Plan's Interim 2040 Future Land Use Map by changing from Rural/Agricultural designation to Commercial of a +/- 3.48-acre site located at 3624 SW Hwy 17, Arcadia, FL was filed with the Development Department. The Development Department has reviewed the application and has determined that the application is complete.

2. The Planning Director has reviewed the Future Land Use Map amendment application for consistency with the three requirements in Section 163.3187,

Florida Statutes, and concludes the application can be found to be **consistent** with the 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.

VI. ALTERNATIVE ACTIONS

The Planning Commission / LPA (Local Planning Agency) has one of the following alternative actions at its disposal:

A. Enter into the record the Development Review Report and all other evidence presented at the hearing and forward the record to the Board of County Commissioners with a recommendation that the proposed Ordinance providing for a small-scale comprehensive plan map amendment be approved.

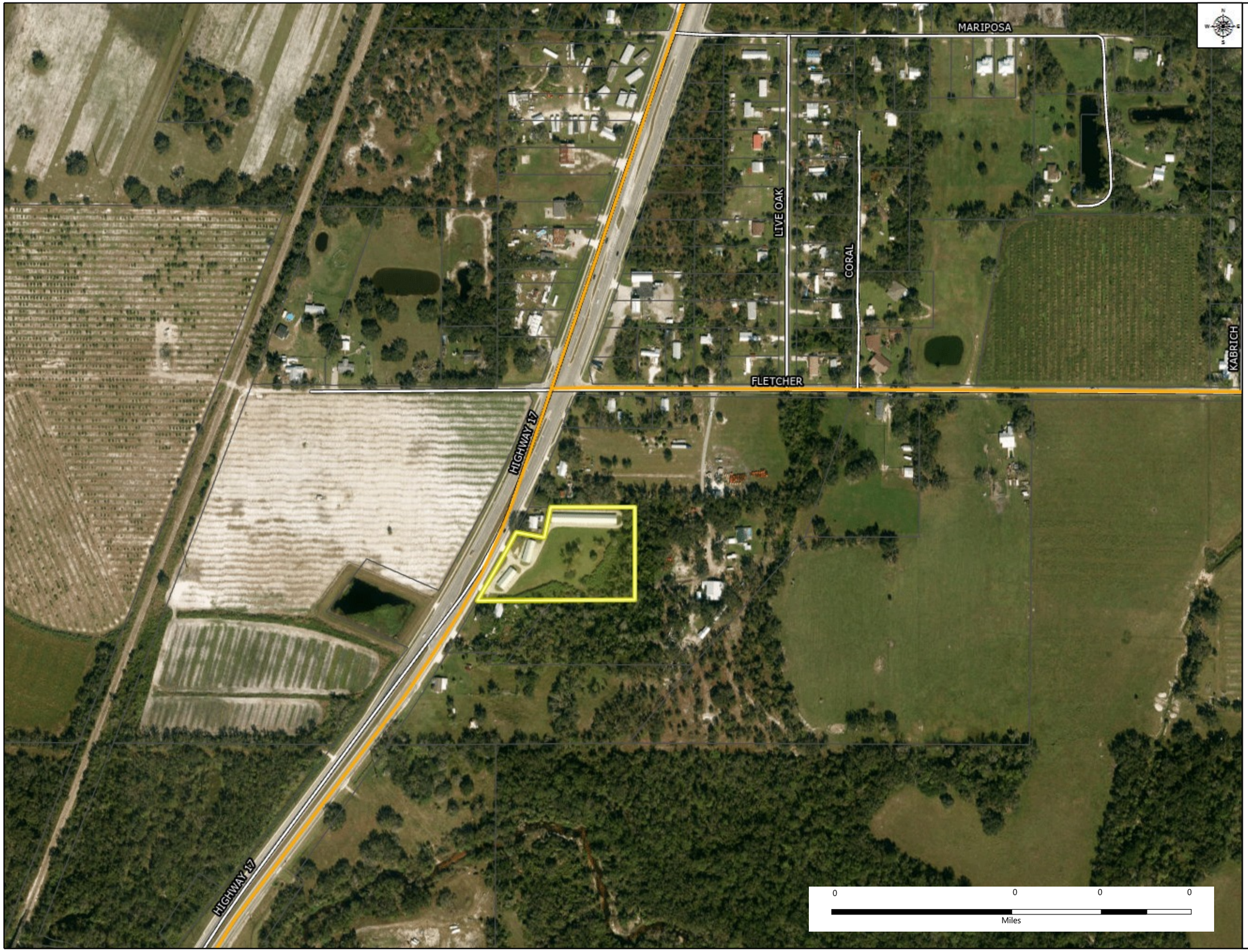
B. Enter into the record the Development Review Report and all other evidence presented at the hearing, amend the findings and conclusions contained herein to support the Planning Commission's recommendation, and forward the record to the Board of County Commissioners with the recommendation that the proposed Ordinance providing for small scale comprehensive plan map amendment be denied.

Public Meetings

B. Planning Commission/LPA recommendation. Scheduled for the October 7, 2025, meeting. Recommended approval 4-0.

C. Board of County Commission action. The first reading is scheduled for October 28, 2025 meeting for adoption.

Location Map



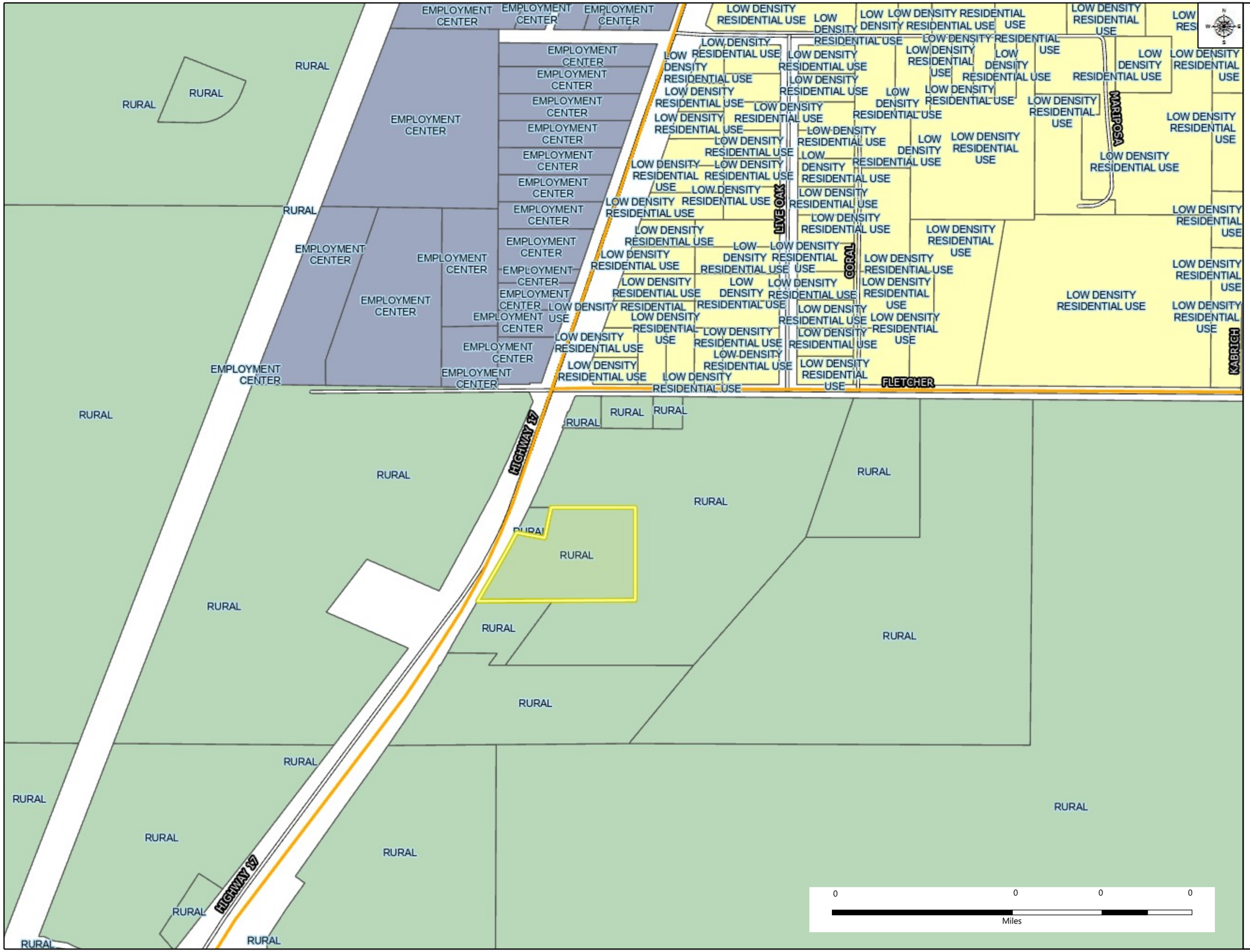
Street Labels
Major Road Labels
County Boundary
Major Roads
Streets
Parcels

September 4, 2025

Prepared By

HORNER SHIFRIN

FLU Map



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

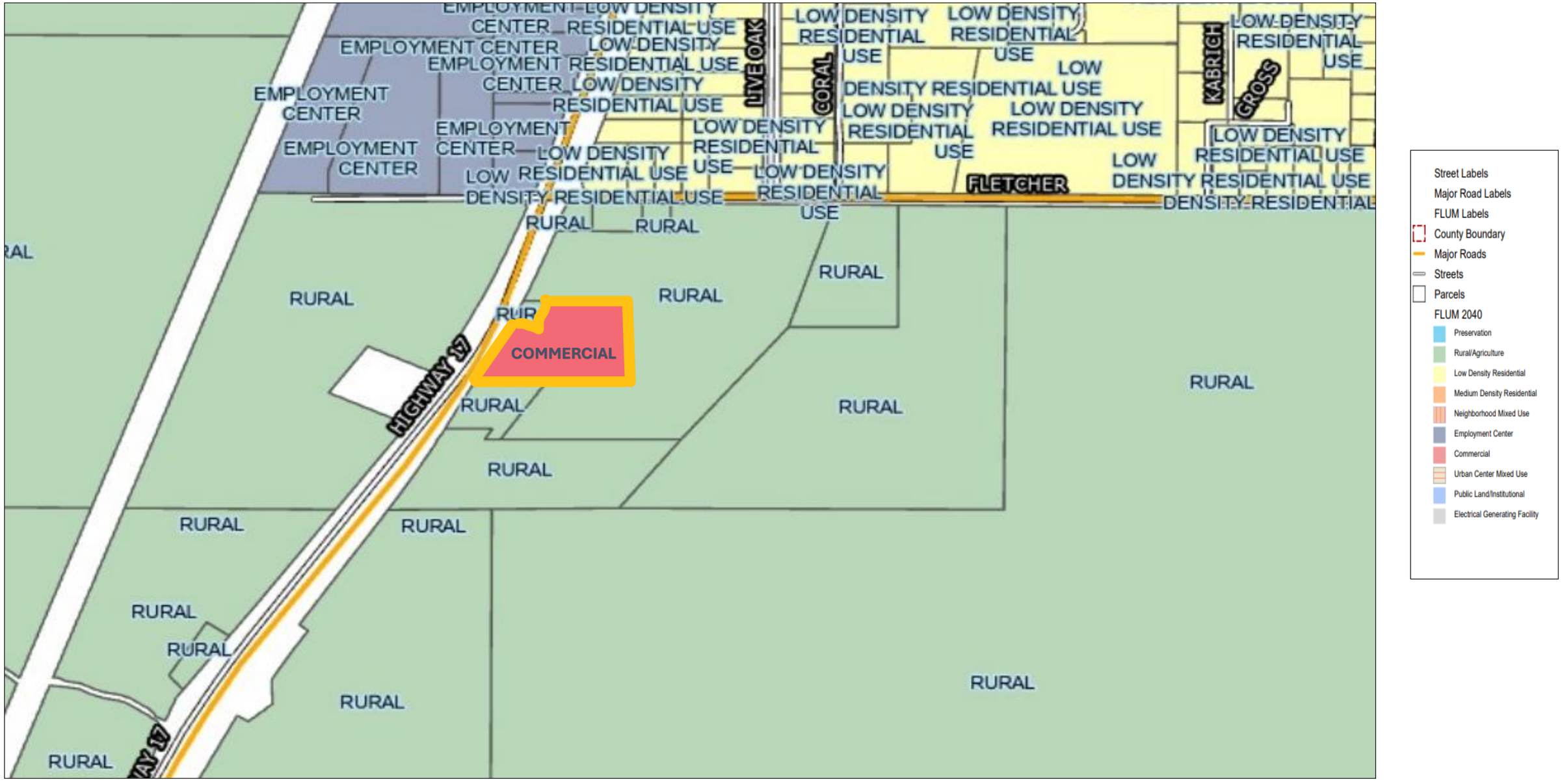
FLUM 2040

- 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

September 4, 2025

Prepared By

HORNER SHIFRIN



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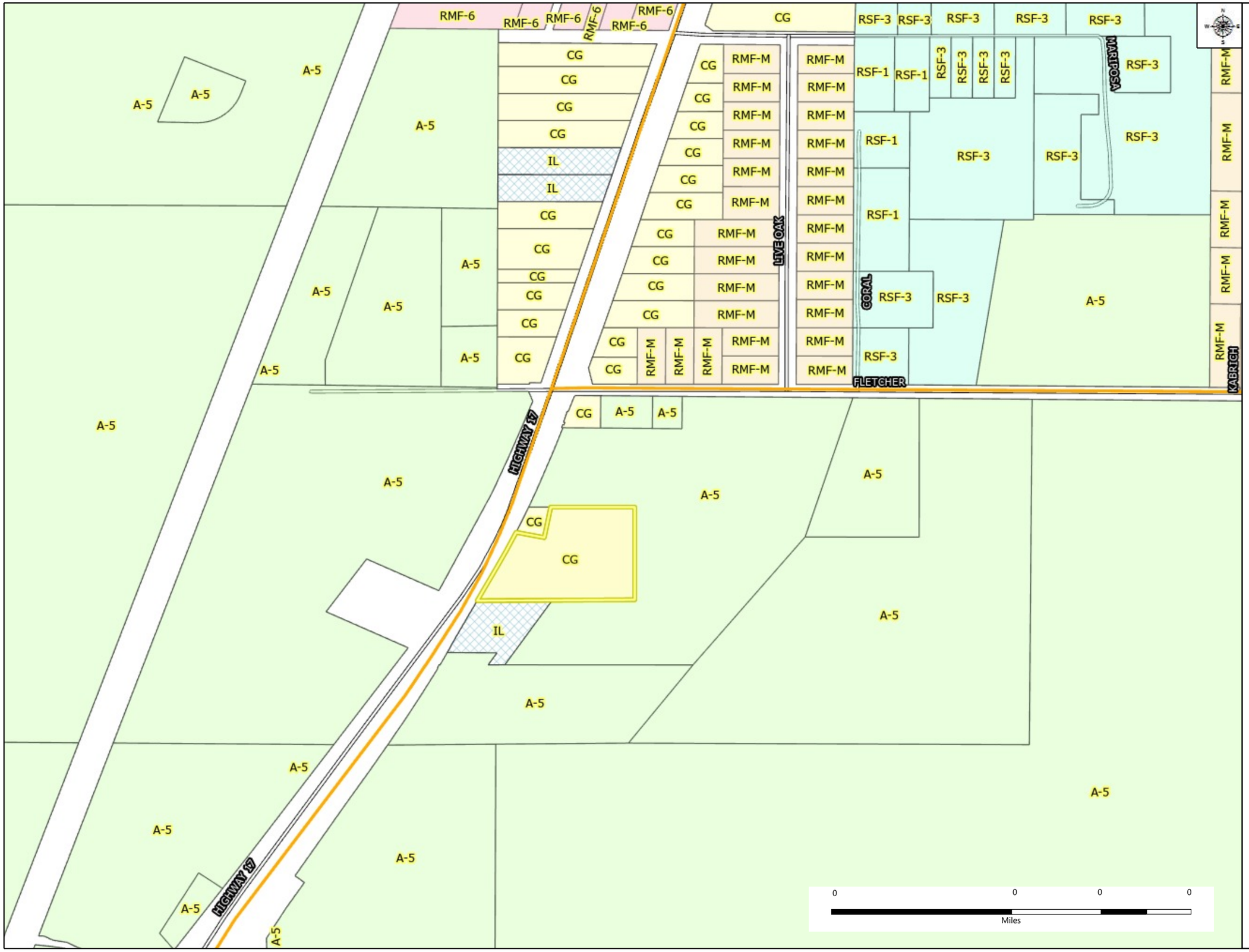
PROPOSED FUTURE LAND USE FROM RURAL/AGRICULTURAL TO COMMERCIAL

Subject Property

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-I
- PUD
- RM
- RMF-12
- RMF-6
- RMF-8
- RMF-M
- ROI
- RSF

September 4, 2025

Prepared By

HORNER SHIFRIN

DESOTO COUNTY, FLORIDA
ORDINANCE 2025- ___

AN ORDINANCE OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS, ADOPTING A SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT WHICH CONSISTS OF AMENDING THE FUTURE LAND USE MAP FROM RURAL/AGRICULTURAL TO COMMERCIAL FOR A +/- 3.48 ACRE PARCEL LOCATED ON THE EAST SIDE OF US 17 IN ARCADIA, FL JUST SOUTH OF SW FLETCHER ST., THE PROPERTY IDENTIFICATION NUMBER BEING 13-38-24-0000-0905-0000; GRANTING TO THE APPLICANT, EASY MINI STORAGE, INC., A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT (COMP 0013-2025); AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Development Department received an application from Easy Mini Storage, Inc. (the "Applicant") for a small scale comprehensive plan map amendment to amend the DeSoto County Comprehensive Plan which consists of amending the Future Land Use Map designation of +/- 3.48 acres from Rural/Agricultural category to the Commercial future land use category; and

WHEREAS, the DeSoto County Planning Commission, acting as the Local Planning Agency, held a public hearing on the proposed small scale map amendment on October 7, 2025 and recommended approval; and

WHEREAS, pursuant to Section 163.3187, Florida Statutes, a small-scale comprehensive plan map amendment requires only one (1) public hearing before the local governing body, which is the adoption hearing, and was held by the Board on October 28; 2025 and

WHEREAS, at the aforementioned adoption hearing, the Board gave full and complete consideration to the request of the Applicant, the recommendation of the LPA, the recommendation of staff, including the consideration and findings in the staff report, the documents in the record, and the testimony of all interested persons, the Board found the proposed small-scale map amendment request is consistent with the County's Comprehensive Plan and the County's land development code, and voted to approve the Application.

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

Section 1. The comprehensive plan map amendment application to amend the Future Land Use Map designation of +/- 3.48 acres from the Rural/Agricultural category to the Commercial category, for parcel ID 13-38-24-0000-0905-0000, is hereby granted.

Section 2. The DeSoto County Comprehensive Plan is hereby amended to change the Future Land Use Classification of the property with parcel ID 13-38-24-0000-0905-0000, from the Rural/Agricultural future land use classification, to the Commercial future land use classification

(+/-3.48 acres), as depicted in the excerpt of the future land use map attached hereto as Exhibit "A".

Section 3. The Board directs the Development Director to transmit said Comprehensive Plan amendment to the State Land Planning Agency, so that the Department can maintain a complete and up-to-date copy of the local government's Comprehensive Plan.

Section 4. Pursuant to Florida Statute § 163 .3187, this ordinance shall become effective 31 days after adoption. Anyone seeking to challenge the compliance of this small-scale plan amendment shall file a petition with the Division of Administrative Hearings within 30 days following the local government's adoption of the amendment. If challenged within 30 days after adoption, this small scale plan amendment shall not be effective until the state land planning agency of the Administration Commission, respectively, issues a final order determining that the adopted small scale development amendment is in compliance. No development orders, development permits or land uses dependent on this amendment may be issued or commenced before it has become effective

PASSED AND DULY ADOPTED in DeSoto County, Florida, this October 28, 2025.

ATTEST:

BY: _____
Mandy Hines
County Administrator

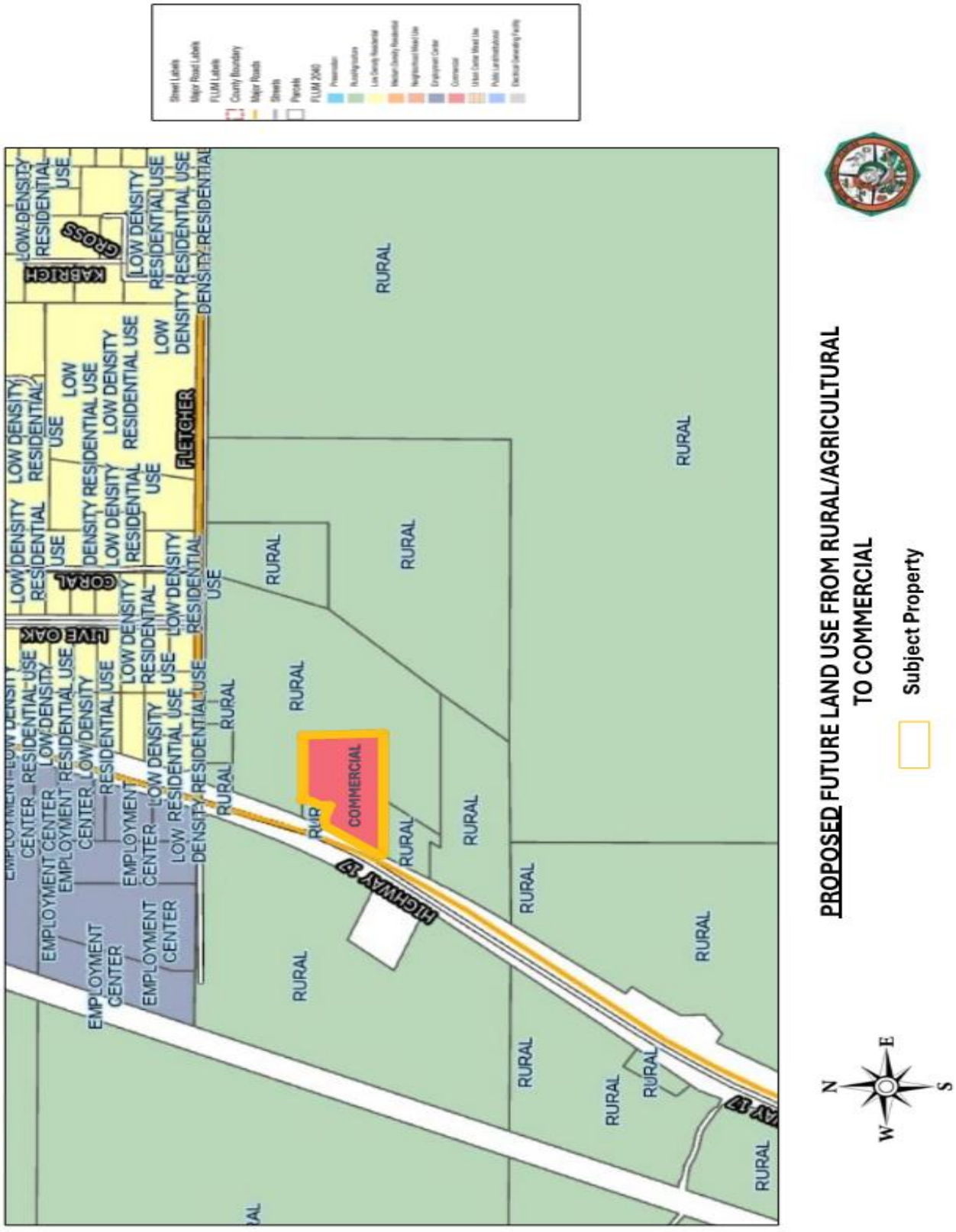
DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
J.C. Deriso
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente
County Attorney

EXHIBIT A
Proposed FLU



DeSoto County

10/28/2025

Item #: 22.

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

DEPARTMENT: Planning & Zoning
SUBMITTED BY: **Laura McClelland**
PRESENTED BY: **Valerie Vicente**

TITLE & DESCRIPTION:
Ordinance / Amending Section 20-1581 of Article XI "Administration and Enforcement" Chapter 20 of The DeSoto County Land Development Regulation

REQUESTED MOTION:
A motion to adopt/deny the proposed ordinance.

SUMMARY:

Section 20-1581 of the County's Land Development Regulations ("LDRs"), titled "Notice and initiation of Special Master hearings," sets forth the County's process for the initiation of code enforcement proceedings of the various County codes before the County's Special Master. Specifically, said section provides that the Code Enforcement Officer shall prepare an affidavit of violation and provide said affidavit to the County Administrator who shall serve the affidavit upon the violator pursuant to Section 162.12, Florida Statutes, and Chapter 48, Florida Statues.

Notably, Section 162.12, Florida Statutes, provides the various methods a local government can utilize to provide notices to an alleged violator, including certified mail return receipt, hand delivery, posting, or publication, as more particularly set forth therein. Whereas Chapter 48, Florida Statutes, sets forth the manner of providing personal service of process, utilizing a process server.

As currently codified, Section 20-1581 of the County's LDRs utilizes the conjunctive "and" to provide that serving of the affidavit of violation must be provided in accordance with Section 162.12, Florida Statutes, and Chapter 48, Florida Statutes, however, having to engage a process server to serve each violator would be cost prohibitive and unduly burdensome, especially where it is not legally required under Chapter 162, Florida Statutes, governing local government code enforcement actions. Therefore, it is proposed

and recommended that the "and" be amended to provide "or" in Section 20-1581(b) so that County code enforcement officers may opt to choose whichever process for notice that best suits the circumstances so long as notice is legally effectuated in conformance with state statutes.

DESOTO COUNTY

ORDINANCE NO. 2025 -

AN ORDINANCE OF DESOTO COUNTY, FLORIDA, AMENDING SECTION 20-1581 OF ARTICLE XI "ADMINISTRATION AND ENFORCEMENT" OF CHAPTER 20 OF THE DESOTO COUNTY LAND DEVELOPMENT REGULATIONS, TO CLARIFY THE MANNER IN WHICH THE AFFIDAVIT OF VIOLATION IS SERVED UPON A VIOLATOR FOR A CODE ENFORCEMENT ACTION BEFORE THE SPECIAL MASTER; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 20-1581, titled "Notice and initiation of Special Master hearings," of Article XI "Administration and Enforcement" of Chapter 20 of the DeSoto County ("County") Land Development Regulations ("LDRs") sets forth the County's process for the initiation of code enforcement proceedings of the various County codes before the County's Special Master; and

WHEREAS, Section 20-1581 of the LDRs specifically provides that the Code Enforcement Officer shall prepare an affidavit of violation and provide said affidavit to the County Administrator who shall serve the affidavit upon the violator pursuant to Section 162.12, Florida Statutes, and Chapter 48, Florida Statues; and

WHEREAS, Section 162.12, Florida Statutes, provides the various methods a local government can utilize to provide notices to an alleged violator, including certified mail return receipt, hand delivery, posting, or publication, as more particularly set forth therein; and

WHEREAS, Chapter 48, Florida Statutes, sets forth the manner of providing personal service of process, utilizing a process server; and

WHEREAS, as currently codified, the Section 20-1581 of the County's LDRs utilizes the conjunctive "and" to provide that serving of the affidavit of violation must be provided in accordance with Section 162.12, Florida Statutes, and Chapter 48, Florida Statutes, however, having to engage a process server to serve each violator would be cost prohibitive and unduly burdensome, especially where it is not legally required under Chapter 162, Florida Statutes, governing local government code enforcement actions; and

WHEREAS, it is proposed that the “and” be amended to provide “or” in Section 20-1581(b) so that County code enforcement officers may opt to choose whichever process for notice that best suits the circumstances so long as notice is legally effectuated in conformance with state statutes; and

WHEREAS, on October 7, 2025, at a duly noticed public meeting, the Planning Commission considered the proposed Ordinance and recommended approval.

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 Article XI, of Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article XI, of the DeSoto County Code of Ordinances is hereby amended as follows:

ARTICLE XI. - ADMINISTRATION AND ENFORCEMENT

DIVISION 1. – GENERALLY

***

DIVISION 10. - ENFORCEMENT OF THE LAND DEVELOPMENT REGULATIONS

Sec. 20-1581. Notice and initiation of Special Master hearings.

(a) Initiation of enforcement proceedings of the various codes shall be solely the duty of the County Administrator or ~~his~~ their designee.

(b) Except as provided in Subsections (c) and (d) of this section, if a violation of any code is found, the County Administrator shall provide a notice of violation to the alleged violator pursuant to F.S. § 162.12, and give the violator a reasonable time to correct the violation. In the event the violation continues beyond the time specified for correction, the Code Enforcement Officer shall prepare an affidavit of violation and provide said affidavit to the County Administrator who shall serve the affidavit upon the violator pursuant to F.S. § 162.12 ~~and~~ or F.S. ch. 48.

(1) The affidavit shall be attached to a notice of mandatory hearing which shall specify the hearing date.

(2) If notice of receipt of service is not received prior to the date of the scheduled hearing, the hearing shall be re-scheduled and the affidavit reserved. This re-scheduled shall continue until such time service is perfected.

(3) If the violation is corrected and then recurs, or if the violation is not corrected by the time specified for correction by the County Administrator, the case may be presented to the Special Master even if the violation has been corrected prior to the hearing, and the notice shall so state.

(c) If a repeat violation if found, the Code Enforcement Officer shall provide a written affidavit of recurrence to the County Administrator. The County Administrator shall schedule a hearing date and indicate the date on a notice of penalty hearing attached to the affidavit of recurrence. The affidavit of recurrence is not required to give the violator a reasonable time to correct the violation. If notice if receipt of service is not received prior to the date of the scheduled hearing, the hearing shall be re-scheduled and the affidavit of recurrence re-served. The case may be presented to the Special Master for assessment of a fine and/or order of mitigation even if the repeat violation has been corrected prior to the hearing, and the notice shall so state.

(d) Notwithstanding the provisions of this section, if the County Administrator has reason to believe a violation presents a serious threat to a public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the County Administrator shall serve a notice of violation on the alleged violator requesting immediate compliance and an emergency hearing, which shall be held as soon as possible after proper service notifying the alleged violator of the emergency hearing date has been made.

(e) To alleviate the necessity of having to amend this section whenever new codes are adopted or existing codes repealed, the Board of County Commissioners shall designate by resolution those codes to be enforced before Special Masters.

(f) The alleged violator may appear pro se at the hearing or be represented by legal counsel.

(g) No later than three business days prior to the hearing, the respondent or his legal counsel shall file any affirmative defenses with the County Administrator and shall provide a copy to the prosecutor. If an affirmative defense is not timely filed or timely provided to the County Attorney, the County Attorney shall be granted a continuance upon request.

(h) By resolution, the Board of County Commissioners shall have the authority to prescribe proper and necessary rules and regulations governing the notice and initiation and procedural conduct of Special Master hearings. Such rules and regulations shall be

served with the notice of mandatory hearing and notice of penalty hearing served on the alleged violator. The alleged violator shall be subject to only those rules and regulations currently in effect at the time the notice is served.

***

Section 3. Repealer. All ordinances, or parts of ordinances, in conflict herewith be, and the same, are hereby repealed.

Section 4. Severability. If any section, subsection, clause, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 5. Inclusion in the Code. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of Ordinances of DeSoto County, Florida ; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word, as required.

Section 6. Effective Date. This Ordinance will become effective after adoption at second reading in accordance with Florida law.

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, this 28th day of October, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
Mandy Hines
County Administrator

By: _____
J.C. Deriso, Chairman
Board of County Commissioners

APPROVED AS TO LEGAL FORM

By: _____
Valerie Vicente
County Attorney

DeSoto County

10/28/2025

Item #: 23.

☐ Consent Agenda ☒Quasi-Judicial Public Hearing
☐ Regular Business 6:30 pm
☐ Public Hearing Other

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

TITLE & DESCRIPTION:
Ordinance / McAlpine PUD / Rezone (RZNE-0062-2025)

REQUESTED MOTION:
A motion to adopt/deny the proposed ordinance for a rezone to PUD 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 agenda request is an Official Zoning District Atlas amendment (rezoning) application (RZNE-0062-2025) filed by Tom Sacharski, AICP of RVi Planning + Landscape Architecture, on behalf of the Owner, TMV Properties Inc & McAlpine (Briarwood) Inc, to rezone six (6) contiguous parcels totaling +/- 29.61 acres from Commercial Neighborhood (CN) and Residential Multifamily Mixed District (RMF-M) to Planned Unit Development (PUD) with a Concept Development Plan for 49 dwelling units (single-family attached and detached) including +/- 10.14 acres of open space. The density requested is 1.65 dwelling units per acre.

BACKGROUND:
The Official Zoning District Atlas shows the property is mostly located within Commercial Neighborhood (CN) zoning district with a small portion zoned Residential Multifamily Mixed District (RMF-M). The General Development Order application states the Applicant for this Official Zoning District Atlas amendment is TMV Properties Inc & McAlpine (Briarwood) Inc.

The application is a request to rezone the existing Commercial Neighborhood (CN) and Residential Multifamily Mixed District (RMF-M) Zoning Districts to the Planned Unit Development (PUD) district with a Concept Development Plan to allow for a maximum of 49 single family lots and associated infrastructure on 29.61 ± acres. The project area consists of 6 parcels (36-39-23-0000-0060-0000, 36-39-23-0000-0061-0000, 36-39-23-0254-0000-0121, 36-39-23-0000-0110-0000, 36-39-23-0000-0100-0000, and

36-39-23-0000-0101-0000) that are currently vacant.

The Interim 2040 Future Land Use Map shows the property is designated as Low-Density Residential Land Use. Future Land Use Element Objective 1.4 defines the Low-Density Residential Category.

The PUD Concept Development Plan includes a +/- 29.61-acre residential community with single-family and single-family attached units with amenities. The plan shows stormwater, wetlands and buffer areas, and the proposed open space is 34.2% (10.14 acres), exceeding the required minimum required 25% open space (+/- 7.40 acres). The applicant states the project will connect to public utilities.

DESOTO COUNTY DEVELOPMENT DEPARTMENT
STAFF REPORT

CASE#:	RZNE-0062-2025
REQUEST:	Rezone from Commercial Neighborhood (CN) and Residential Multifamily Mixed District (RMF-M) to Planned Unit Development (PUD)
PROPERTY OWNER	TMV Properties Inc & McAlpine (Briarwood) Inc. 3200 Bailey Lane #199, Naples, FL 34105
APPLICANT:	Tom Sacharski, AICP RVi Planning + Landscape Architecture 8725 Pendery Place, Suite 101, Bradenton, FL 34201
ATTORNEY:	Chris Hayes, Esq. Akerman LLP 420 S. Orange Ave, Suite 1200 Orlando, FL 32801
PROPERTY ID:	36-39-23-0000-0060-0000; 36-39-23-0000-0061-0000; 36-39-23-0254-0000-0121; 36-39-23-0000-0110-0000; 36-39-23-0000-0100-0000; 36-39-23-0000-0101-0000
TOTAL PARCEL SIZE:	+/- 29.61 acres
FUTURE LAND USE DESIGNATION:	Low Density Residential – 2 dwelling units per acre
ZONING DESIGNATION:	Commercial Neighborhood (CN) & Residential Multifamily Mixed District (RMF-M)
APPLICABLE OVERLAY DISTRICTS:	Conservation Overlay (partial)

DEVELOPMENT REVIEW REPORT

The agenda request before the DeSoto County Planning Commission/Local Planning Agency, is an Official Zoning District Atlas amendment (rezoning) application (RZNE-0062-2025) filed by Tom Sacharski, AICP of RVi Planning + Landscape Architecture, on behalf of the Owner, TMV Properties Inc & McAlpine (Briarwood) Inc, to rezone six (6) contiguous parcels totaling +/- 29.61 acres from Commercial Neighborhood (CN) and Residential Multifamily Mixed District (RMF-M) to Planned Unit Development (PUD) with a Concept Development Plan for 49 dwelling units (single-family attached and detached) including +/- 10.14 acres of open space. The density requested is 1.65 dwelling units per acre.

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 Official Zoning District Atlas shows the property is mostly located within Commercial Neighborhood (CN) zoning district with a small portion zoned Residential Multifamily Mixed District (RMF-M). The General Development Order application states the Applicant for this Official Zoning District Atlas amendment is TMV Properties Inc & McAlpine (Briarwood) Inc.

The application is a request to rezone the existing Commercial Neighborhood (CN) and Residential Multifamily Mixed District (RMF-M) Zoning Districts to the Planned Unit Development (PUD) district with a Concept Development Plan to allow for a maximum of 49 single family lots and associated infrastructure on 29.61 ± acres. The project area consists of 6 parcels (36-39-23-0000-0060-0000, 36-39-23-0000-0061-0000, 36-39-23-0254-0000-0121, 36-39-23-0000-0110-0000, 36-39-23-0000-0100-0000, and 36-39-23-0000-0101-0000) that are currently vacant.

The Interim 2040 Future Land Use Map shows the property is designated as Low-Density Residential Land Use. Future Land Use Element Objective 1.4 defines the Low-Density Residential Category.

The PUD Concept Development Plan includes a +/- 29.61-acre residential community with single-family and single-family attached units with amenities. The plan shows stormwater, wetlands and buffer areas, and the proposed open space is 34.2% (10.14 acres), exceeding the required minimum required 25% open space (+/- 7.40 acres). The applicant states the project will connect to public utilities.

The PUD applicant requests 4 deviations from the LDR as follows:

1. Deviation from Section 20-504(C) to eliminate all street shoulder requirements

where a closed drainage system is present.

2. Deviation from Section 20-503 to allow for private residential rights-of-way to have a minimum width of 40 feet.
3. Deviation from Section 20-503 to allow the minimum centerline radii to comply with the State of Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") as follows:

DESIGN SPEED	CENTERLINE RADIUS
15	50'
20	50'
25	180'
30	300'

4. Deviation from Engineering Detail D-15 "Maximum Cul-De-Sac Length" to allow for cul-de-sacs with lengths longer than 1,300 feet.

The project is proposed to have single-family attached and detached structures with associated amenities and infrastructure. The community is proposed to have private streets and may be gated. The Code defines a Planned Unit Development as a contiguous tract of land not less than two acres for commercial or industrial and/or five acres for residential (including recreational vehicles) in size under unified control which is planned and improved. A PUD district may be in any future land use category. This project is located within the Low Density Residential (LDR) future land use designation, which allows 2 dwelling units per acre.

The density is broken down with +/- 25.81 acres of upland area with 3.8 acres of wetland area. The 25.81 acres of upland at 2 dwelling units per acre will allow for 51.62 units and the 3.8 acres of wetland will allow for 0.95 units. This will be a net density of 1.93 dwellings per acres and gross density of 1.68 dwelling units per acre. A portion of this site is located within a Conservation Overlay and no residential unit will be placed within this overlay. This project is not requesting more than 50 units.

It is challenging to evaluate how density is properly evaluated in the Low Density Residential Future Land Use Category, as there are conflicting policies in the Comprehensive Plan. It has been historically interpreted that the minimum density of 2 dwelling units per acre is required when projects are connecting to public utilities.

The following policies show the conflict:

Policy 1.4.3*: Low Density Residential Use Category Sustainability. The minimum density permitted within this category will be two dwelling units per acre.*

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	Bonus**(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	3.5 du/ac maximum*
Medium-Density	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* 0.6 FAR maximum*
Employment Center	Non-residential – Up to 0.5 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 2.0 FAR maximum
Commercial	Non-residential- Up to 0.25	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,	
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.	
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.	

Although our Comprehensive Plan does not require that net density is evaluated for projects, this is a standard practice in many communities to provide clarity to the project. For the utility analysis, it provides a clearer description of the infrastructure needed to serve the proposed units when there are wetlands within the project that will not be

developed.

Density Breakdown			
	Acreage	Density	Unit Count
Upland	25.81	2 DU/ AC	51.62
Wetland	3.8	1 DU/ 4 AC	0.95
Total:			**50***

*Not requesting more than 50 units (Net Density 1.93 DU/ acre & Gross Density 1.68 DU/ acre)

The following table is a breakdown of the proposed uses:

Land Use Table	**Acres**	**% of Site**
Residential Area	13.79	46.6%
Stormwater Area	4.78	16.2%
Wetland/Wetland Buffer Area	4.87	16.4%
Common Open Space Area	2.88	9.7%
Right of Way Area	3.29	11.8%
Total PUD Development Area	**29.61**	**100%**

II. PROPOSED ORDINANCE

An Ordinance of the DeSoto County Board of County Commissioners amending the Official Zoning Atlas for +/- 29.61 acres on six (6) contiguous parcels from parcel from Commercial Neighborhood (CN) and Residential Multi-family Mixed District (RMF-M) to Planned Unit Development (PUD) with a Concept Development Plan, for 49 attached and detached single-family homes, with conditions for TMV Properties Inc and McAlpine (Briarwood) Inc. The property is generally located in southwest DeSoto County, along SW Highway 17 and south of SW Ogden Acres Road. The Property Identification Numbers are 36-39-23-0000-0060-0000; 36-39-23-0000-0061-0000; 36-39-23-0254-0000-0121; 36-39-23-0000-0110-0000; 36-39-23-0000-0100-0000; and 36-39-23-0000-0101-0000; and providing for an effective date.

III. DATA & ANALYSIS

In all quasi-judicial proceedings, the applicant shall bear the burden of demonstrating by competent and substantial evidence that the application satisfies the standards and requirements of the LDR's and the Comprehensive Plan.

LDR Article XI, Administration and Enforcement, Division 7 addresses Official Zoning District Atlas (rezoning) amendment and LDR text amendment applications. LDR Section 20-1650 defines 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 Commissioners and certified and dated by the Chairman, as may be amended from time to time. Zoning District symbols are depicted within each boundary.

A. Application requirements. Land Development Regulations Section 20-1496 establishes two prerequisites for the filing of an Official Zoning District Atlas amendment as shown below.

1. Initiation. Section 20-1496(a) restricts the persons who may initiate an Official Zoning District Atlas amendment to the following:

- Board of County Commissioners;
- Planning Commission;
- Board of Adjustment;
- Any other department of agency of the County; or
- Any person other than those listed above; provided, however, that no person shall propose an amendment for the rezoning of property (except as agent or attorney for an owner) which he does not own. The name of the owner shall appear on each application.

Consistency analysis: The Development Director finds that on January 13, 2025, a General Development Order application and an Official Zoning District Atlas amendment application (RZNE-0062-2025) and fee were filed with the Development Department. The Development Director finds the General Development Order application was executed by Tom Sacharski, AICP, as authorized agent for the owner. Based on the above findings, it is concluded the application is in ***conformance*** *with this requirement.*

2. Filing requirements. Section 20-1496(b) provides that all proposals for zoning amendments shall be submitted in writing to the Development Department, accompanied by all pertinent information required by the LDR and the application along with payment of the application fee.

Consistency analysis: The written General Development Order application and Official Zoning District Atlas application and fees was filed with the Development

Department on January 13, 2025.

*Based on the above findings, the Development Director concludes the application is **in conformance** with the filing requirements in LDR Section 20-1496(b) and LDR Section 20-144.*

B. The Development Director review. LDR Section 20-1497 addresses The Development Director review.

1. Section 20-1497(a) provides that upon receipt of an application, the Development Director shall determine whether the application is complete. If the application is complete, it will be accepted for review. If the application is incomplete, the Development Director shall specify in writing the additional information required in order for the application to be processed. No further action shall be taken on the application until the additional information is submitted and determined to be complete.

*Consistency analysis: The Development Director finds that the Development Department processed the application **in conformance** with LDR Section 20-1497(a).*

2. Section 20-1497(b) provides that after receipt of a complete application, the Development Director shall distribute the application for review by the Development Review Committee (DRC).

*Consistency analysis: The Development Director finds the application package was distributed to DRC members after each filing. Thus, the Development Director finds the Development Department has processed the application in **conformance** with the requirements of LDR Section 20-1497(b).*

3. Section 20-1497(c) provides that upon completion of review, the Development Department shall prepare a staff report and schedule review of the application at a public hearing by the Planning Commission.

*Consistency analysis: The Development Review Report was provided to the authorized agent for review and comment. Thus, the Development Director finds the Development Department has processed application in **conformance** with LDR Section 20-1497(c).*

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

1. Whether the proposed change would be consistent with the Goals, Objectives

and Policies of the Comprehensive Plan.

Consistency analysis: The Development Director has reviewed the application against the Comprehensive Plan and finds and concludes as follows:

FUTURE LAND USE ELEMENT

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 Future Land Use of the subject property is Low-Density Residential. The PUD petition proposes a density of 1.65 du/acre (2.0 maximum in accordance with Policy 1.1.2, DeSoto Comprehensive Plan) which aligns with the permitted density of the underlying FLUs, including the density requirements of the Conservation Overlay. The PUD clusters development on upland areas to preserve wetlands. Existing infrastructure will be utilized or phased for future public potable water and private, on-site sanitary sewer availability.*

Proposed are 49 detached single-family homes on 29.61 ± acres. PUD Section 20-144(g)(2)(b)(2) states that the number and type of dwelling units involved, and the corresponding overall project density is calculated in dwelling units per gross acre for dwelling units.

Based on these findings, it is concluded the application can be found ***consistent*** *with Goal 1: Future Growth.*

FLUE Policy 1.4.2: Low Density Residential Use Category Uses. The primary use of this category shall be residential, in a variety of low densities and styles. A sustainable mix of neighborhood scale commercial uses may be introduced only as a part of the PUD process for developments of 1000 dwelling units or greater. The commercial area shall be located at the intersections of collector and/or arterial roads and shall be separated approximately 2 miles from other existing and/or future commercial designated areas. Schools and other public facilities shall be permitted with appropriate buffering. The zoning district uses and development standards contained in the Land Development Regulations shall carry out the specific intent of this land use category.

Consistency analysis: The primary use of the proposed PUD is a single-family residential community. The site abuts other existing residential uses in the Low

Density Residential land use category. The project will be accessed from SW Highway 17, an arterial road. The site has been designed to limit impacts on surrounding properties via the location of use areas, preservation of wetlands, and perimeter buffering.

Based on the above findings, it is concluded the application can be found ***consistent*** *with this Policy 1.4.2.*

FLUE Policy 1.4.3: Low Density Residential Use Category Sustainability. The minimum density permitted within this category will be two dwelling units per acre.

Consistency analysis: The PUD proposes 49 single-family residences on 29.61 acres. The site abuts other existing residential uses in the Low-Density Residential land use category. The PUD proposes a density of 1.65 du/ac, below the minimum density permitted by this policy. The goal of this policy is to provide a reasonable density when being served by County infrastructure, such as water and sewer, to ensure efficiency. Based upon the lot frontage widths, sizes, and number of customers/lots per linear foot of infrastructure, the proposed density meets the intent of this policy.

Based on the above findings, it is concluded the application can be found ***consistent*** *with this Policy 1.4.3.*

FLUE Policy 1.4.4: Low Density Residential Open Space. All development within the Low-Density Residential Category shall provide open space through clustering of units in order to reduce the footprint on a site. Development shall provide a minimum of 25 percent open space.

Consistency analysis: The proposed PUD clusters single-family dwellings as to preserve wetlands and increase open space. A total of 10.14 acres of open space (or 34.2% of the total site acreage) has been provided which includes wetlands, buffers, and common open space area, exceeding code requirements.

Based on the above findings, it is concluded the application can be found ***consistent*** *with this Policy 1.4.4.*

FLUE Policy 1.4.5: Open Space design. All open space areas shall be primarily located adjacent to other areas approved as development open space in order to create natural corridors.

Consistency analysis: The proposed PUD clusters single-family dwellings as to preserve wetlands and increase open space. A total of 10.14 acres of open space (or 34.2% of the total site acreage) has been provided which includes

wetlands, buffers, and common open space area, exceeding code requirements. Properties adjacent to the proposed PUD are developed with single family residential, a church, and FDOT stormwater.

Based on the above findings, it is concluded the application can be found ***consistent*** *with this Policy 1.4.5.*

FLUE Policy 1.4.6: Utilities. All development within the Low-Density Residential category shall connect to existing centralized public water and wastewater systems.

Consistency analysis: Desoto County Utilities has planned potable water and wastewater availability on the horizon. Additionally, enclosed within the Application is a public facilities impact analysis that determines adequate capacity of public facilities for the proposed development. The applicant will be required to connect to County utilities.

Based on the above findings, it is concluded the application can be found ***consistent*** *with this Policy 1.4.6.*

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.

Consistency analysis: The project is partially within the Conservation Overlay. Land development applications must meet County, State and Federal laws and permitting requirements. A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024). Approximately 3.80 acres of the property are jurisdictional. The Project Narrative indicates that all 3.80 acres of wetlands are preserved with no wetlands being impacted. Wetland buffers provide an average 25-foot setback around the preserved wetland areas. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

FLUE Policy 1.12.2: Conservation Overlay Designation Uses. This designation is not intended to prevent development, but rather to identify environmentally sensitive areas (i.e. floodplains and wetlands) that need to be reviewed carefully during the development review process to determine whether mitigation or conservation protection are needed. If the areas are determined not to be environmentally sensitive, then the underlying future land use category is applicable. The following uses are specifically prohibited from being located within Conservation Areas:
(1) Junkyards, gas station, and vehicle repair facilities.
(2) The use or storage of hazardous materials or wastes on the Florida Substance List shall be restricted in the 100-year floodplain, except that such use or storage pursuant to phosphate mining within the Generalized Phosphate Mining Overlay Designation shall be restricted within that portion of the 100-year floodplain shown on FLUEMS-9 and as regulated by the Florida Department of Environmental Protection.
(3) New underground fuel and other hazardous chemicals within these areas. Existing facilities are required to demonstrate that adequate technology is being employed on-site to isolate the facilities from the water supply.
(4) Residential Development greater than a density of 1 unit per 10 gross acres and non-residential development greater than a FAR of 0.10 unless stated herein. All development shall be clustered to non-wetland portions of any site and buffered from the wetland appropriately.
(5) Agricultural uses shall utilize “Best Management Practices” published in conjunction with the US Department of Agriculture.

Consistency analysis: The project is partially within the Conservation Overlay. Land development applications must meet County, State and Federal laws and permitting requirements. A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024). Approximately 3.80 acres of the property are jurisdictional. The Project Narrative indicates that all 3.80 acres of wetlands are preserved with no wetlands being impacted. Wetland buffers provide an average 25-foot setback around the preserved wetland areas.

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

The Project Narrative and Concept Plan show a gross density of 1.65 du/ac, using the proposed 49 residential home sites to calculate density. When applying the COD requirements, the maximum number of units allowed is 52, versus the proposed 49 units.

	Acreage	Density	Unit Count
Upland	25.81	2 du/ac	51.62
Wetland	3.80	1 du/4ac	0.95
Total	29.61		52.57

*Based on the above findings, it is concluded the application can be found **consistent** with this policy.*

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.

*Consistency analysis: A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024) providing an inventory of vegetative communities and listed species. Approximately 3.8 acres of the property are jurisdictional wetlands. The Project Narrative indicates that 3.8 acres of wetlands are preserved with no wetlands being impacted. Wetland buffers provide an average 25-foot setback around the preserved wetland areas. Based on the above findings, it is concluded the application can be found **consistent** with this policy.*

(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.

*Consistency analysis: A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024). Approximately 3.8 acres of the property are jurisdictional wetlands. The Project Narrative indicates that 3.8 acres of wetlands are preserved with no wetlands being impacted. Wetland buffers provide an average 25-foot setback around the preserved wetland areas. Based on the above findings, it is concluded the application can be found **consistent** with this policy.*

(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.

Consistency analysis: A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024). Approximately 3.8 acres of the property are jurisdictional wetlands. The Project Narrative indicates that 3.8 acres of wetlands are preserved with no wetlands being impacted. Wetland buffers provide an average 25-foot setback around the preserved wetland areas. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

(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).

Consistency analysis: A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024). Approximately 3.8 acres of the property are jurisdictional wetlands. The Project Narrative indicates that 3.8 acres of wetlands are preserved with no wetlands being impacted. Wetland buffers provide an average 25-foot setback around the preserved wetland areas. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

(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.

Consistency analysis: A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024). Approximately 3.8 acres of the property are jurisdictional wetlands. The Project Narrative indicates that 3.8 acres of wetlands are preserved with no wetlands being impacted. Wetland buffers provide an average 25-foot setback around the preserved wetland areas. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

(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.

Consistency analysis: A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024) providing an inventory of vegetative communities and listed species. Conservation Overlay boundaries have been

maintained. No impacts are being proposed. Based on the assessment, the property contains habitats which meet the criteria to be claimed as wetland or other surface water by SWFWMD and DEP. Any impacts to jurisdictional wetlands will require a permit and compensatory mitigation subject to State requirements. The Concept Plan indicates no proposed wetland impacts.

The environmental study identified fourteen (14) potentially occupied Gopher Tortoise burrows that will have to be mitigated consistent with State and Federal criteria. If any impacts are proposed which trigger federal wildlife review, additional coordination and surveys relative to the species will be required.

Mitigation of any impacts must be consistent with State and Federal laws and permitting requirements, which will be provided to the County with engineering plans prior to any development. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy,* ***with conditions****.*

(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.

Consistency analysis: A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024) providing an inventory of vegetative communities and listed species. Conservation Overlay boundaries have been maintained. No impacts are being proposed. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

(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.

Consistency analysis: While the project is partially within the Conservation Overlay, the underlying Future Land Use Category is Low-Density Residential with a base density of 2.0 du/ac and a bonus density of up to 3.5 du/ac. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

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.

Consistency analysis: There are no impacts being proposed. Wetland buffers provide an average 25-foot setback around the preserved wetland areas. The Project Narrative states that the approximate area of wetland on site is 3.8 acres. Mitigation of any impacts must be consistent with State and Federal laws and permitting requirements, which will be provided to the County with engineering plans prior to any development. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

(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.

Consistency analysis: There are no impacts being proposed to the wetlands. The applicant is illustrating wetland buffers providing an average 25-foot wetland buffer around the preserved wetland areas per State regulations. The Project Narrative states that the approximate area of wetland on site is 3.8 acres. Mitigation of any impacts must be consistent with State and Federal laws and permitting requirements, which will be provided to the County with engineering plans prior to any development. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

(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.

Consistency analysis: A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024) which provides an inventory of wetlands, habitat and endangered wildlife and plant species. A permit is required from the Southwest FL Water Management District (SWFWMD) and Florida Department of Environmental Protection (DEP) to amend a jurisdictional wetland line. The applicant is illustrating wetland buffers providing an average 25-foot wetland buffer around the preserved wetland areas per State regulations. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

(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.

Consistency analysis: A Development Suitability Assessment was submitted (Passarella & Associates, Inc, November 2024) providing an inventory of vegetative communities and listed species. Conservation Overlay boundaries have been maintained. No impacts are being proposed to wetlands. Wetland buffers provide an average 25-foot setback around the preserved wetland areas per State regulations.

Mitigation of any impact must be consistent with State and Federal laws and permitting requirements, which will be provided to the County with engineering plans prior to any development. A management plan will be required with the application for approval of an Improvement Plan. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

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.

Consistency analysis: A Development Suitability Assessment was submitted (Passarella & Associates, Inc, November 2024) providing an inventory of vegetative communities and listed species. Conservation Overlay boundaries have been maintained. No impacts are being proposed to wetlands. Wetland buffers provide an average 25-foot setback around the preserved wetland areas per State regulations.

The Concept Plan are not proposing impacts to wetlands. Mitigation of any impacts must be consistent with State and Federal laws and permitting requirements, which will be provided to the County with engineering plans prior to any development. A management plan will be required with the application for approval of an Improvement Plan. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

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.

Consistency analysis: The Comprehensive Plan 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 proposed PUD.

TABLE 1: USE COMPATIBILITY ANALYSIS

Directions	Future Land Use	Zoning District	Types of Land Uses
Site	Low Density Residential (LDR)	PUD (proposed)	Vacant
North	Low Density Residential (LDR)	RMF-M, CN	Mobile home, vacant
South	Low Density Residential (LDR)	RMF-M, A-5, CN	Single family residential, FDOT property (stormwater), Church
East	Employment Center	IL	Pastureland, Warehouse-Storage (Walmart distribution center), Utilities
West	Low Density Residential (LDR)	RMF-M	Mobile Homes, Single family, Vacant

The above table illustrates that the surrounding uses are developing in a fashion consistent with the Low-Density Residential Future Land Use Category. The Land Development Code provides specific height, bulk, setback, density, buffering, and other regulations to ensure compatibility between uses.

*The proposed PUD Concept Plan is consistent with the standards established by the Comprehensive Plan and Land Development Code. Based on the above, it is concluded the application can be found **consistent** with FLUE Policy 1.14.2.*

FLUE Policy 1.14.8: Buffers. Increased buffering and landscape standards shall be maintained or expanded in the County's Land Development Regulations to protect various types of development from the impact of others.

Consistency analysis: A Type A buffer is proposed on the east property boundary and a Type B buffer is proposed on the north, south, and west property boundaries. The proposed buffers can be found consistent with Section 20-600 Buffer Matrix. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

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 property is located in area that has the Low-Density Residential Future Land Use Category, where the County is planning for growth consistent with that designation. Connection to County central potable water and sanitary sewer services are required.

The site is located in the southern portion of the county, approximately 0.67 miles from the Charlotte County line, and the following residential supporting services are the following approximate distances:
DeSoto County Sheriff's Office – 14.3 miles (offices)
DeSoto County Fire Station #2 – 4.8 miles
DeSoto County Library – 14.3 miles
Nocatee Elementary School – 9.5 miles
DeSoto Middle School - 15 miles
DeSoto County High School – 15.6 miles
Deep Creek Park – 12.5 mile
Deep Creek Preserve – 8.1 miles
Harold Avenue Regional Park – 12.4 miles (Port Charlotte)
ShorePoint Health (hospital) - 15.7 miles (Port Charlotte)
DeSoto Memorial Hospital - 15 miles

The County has approved several development projects in the immediate area. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

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

Consistency analysis: The proposed PUD proposes a full access off SW Highway 17. Based on the above, it is concluded the application can be found ***consistent*** *with this policy.*

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

Consistency analysis: The PUD Concept Plan states that sidewalks are proposed on one side of the internal private roadways. It is recommended to

improve pedestrian circulation to adjacent neighborhoods that the sidewalk extend to the west to Lexington Place. These details shall be illustrated on the Improvement Plan. Based on the above, it is concluded the application can be found ***consistent*** *with this policy,* ***with conditions****.*

FLUE Policy 1.17.6: Curb cuts and points of access to the transportation system shall be minimized. Developments shall be required to share driveways and provide cross access between adjacent properties.

Consistency analysis: The proposed PUD proposes a full access off SW HWY 17. A Trip Generation Analysis (TR Transportation Consultants, Inc., December 2024, revised April 9, 2025) was submitted and determined that there is sufficient capacity on US 17 to serve the development. However, the analysis did not provide an operational analysis for access/turn lanes or for all intersections with the study area. A more detailed transportation and access analysis will be required with future plan submittals as required by the LDRs. Based on the above, it is concluded the application can be found ***consistent*** *with this policy* ***with conditions****.*

TRAFFIC CIRCULATION ELEMENT

TRAFFIC Policy 1.1.1: Service Standards. The County establishes the following peak hour/peak directional level of service standards for collector, arterial, local, and limited access facilities in the County.

Consistency analysis: The applicant provided a Public Facilities Impact Analysis and trip generation analysis. The subject property is accessed by SW Highway 17, a two-lane principal arterial roadway which is a major throughfare that travels through the entirety of DeSoto County and SW Ogden Acres Road, a two-lane local street. The accompanying traffic study that was performed by TR Transportation and concluded that the traffic levels at peak hours/peak direction on SW Highway 17 will remain within adopted levels of service.

Based on the above findings, it is concluded the application can be found ***consistent*** *with this Transportation Policy 1.1.1.*

TRAFFIC Policy 1.2.8: Access Points. The County shall require that future subdivisions with 50 units or more, at a minimum, have at least two (2) points of access open to motor vehicle traffic. Secondary access points, at the discretion of the BOCC and as further defined in the LDR's may be established as emergency only access points per County standards.

Consistency analysis: As shown on the enclosed Concept Plan prepared by Atwell Engineering, the proposed PUD is proposing 49 dwelling units. The plan proposes one (1) point of ingress/egress access to service the development in

*compliance with this policy. Based on the above findings, it is concluded the application can be found **consistent** with this Transportation Policy 1.2.8.*

TRAFFIC Policy 1.2.8: Access Points. The County shall require that future subdivisions with 50 units or more, at a minimum, have at least two (2) points of access open to motor vehicle traffic. Secondary access points, at the discretion of the BOCC and as further defined in the LDR's may be established as emergency only access points per County standards.

*Consistency analysis: The proposed PUD is a maximum of 49 units and proposes a full access off SW HWY 17, a collector road. The County is conditioning a second means of pedestrian only access to the west. Based on the above, it is concluded the application can be found **consistent** with this policy with **conditions**.*

TRAFFIC Policy 1.2.14: Traffic Study. High traffic generators shall require a project-specific traffic study. The study will include methodology accepted by the County and will evaluate, at a minimum, existing traffic conditions and LOS, determine project traffic generation, cumulative traffic conditions, mitigation of traffic impacts for on- and off-site, and evaluate LOS for transportation linkages to collector and arterial roadways, if appropriate.

*Consistency analysis: The proposed PUD proposes a full access off SW HWY 17, a collector road. A Trip Generation Analysis (TR Transportation Consultants, Inc., December 2024, revised April 9, 2025) was submitted and determined that there is sufficient capacity on US 17 to serve the development. However, the analysis did not provide an operational analysis for access/turn lanes or for all intersections with the study area. A more detailed transportation and access analysis will be required with future plan submittals as required by the LDRs. Based on the above, it is concluded the application can be found **consistent** with this policy **with conditions**.*

TRAFFIC Policy 1.5.3: Analysis of FLUM and Zoning Amendments. The County's shall consider the potential maximum impacts of all Future Land Use map and zoning amendments on the LOS for all roadways directly and indirectly affected by the amendment when making such decisions. However, specific impacts and any required roadway improvements shall only be determined based on the submittal of a defined development proposal as part of the County's overall concurrency system.

Consistency analysis: The proposed PUD proposes a full access off SW HWY 17, a collector road. A Trip Generation Analysis (TR Transportation Consultants, Inc., December 2024, revised April 9, 2025) was submitted and determined that there is sufficient capacity on US 17 to serve the development. However, the analysis did not provide an operational analysis for access/turn

lanes or for all intersections with the study area. A more detailed transportation and access analysis will be required with future plan submittals as required by the LDRs. Based on the above, it is concluded the application can be found ***consistent*** *with this policy* ***with conditions****.*

CONSERVATION ELEMENT

Groundwater Resources:

Conservation 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.

Consistency analysis: The PUD will be required to secure SWFWMD environmental resource permits, an ACOE permit, and County review to ensure that the development improvements will not degrade the water quality and quantity of groundwater resources. Based on the above, it is concluded the application can be found ***consistent*** *with this policy.*

Conservation 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.

Consistency analysis: The proposed PUD Concept Development Plan exceeds the required 25% open space for a PUD (7.40 ± acres), providing 34.2% (10.14 ± acres). Provided open space includes common open space area, stormwater area, and wetland/wetland buffer area. Stormwater facilities will be required to secure any required SWFWMD permits. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

Surface Water Resources:

Conservation Objective 1.4: Surface Water. DeSoto County shall pursue identification, conservation, protection, and restoration of surface waters from known and identifiable pollution sources. The surface waters of DeSoto County shall be protected to ensure that their quality is maintained or improved to, at a minimum, meet the standards established by Chapter 62-302, F.A.C. and the Clean Water Act, 3 USC 1251.

Conservation Policy 1.4.2: DeSoto County shall protect its surface waters through implementation of the following standards and guidelines:

- On-site sewage disposal systems, including their associated drainfields, will be located as far landward as feasible on waterfront properties so as to reduce or prevent unnecessary nutrient and pathogen loading into surface waters.
- The discharge of run off, wastewater, or other potential sources of contamination into surface waters resulting in the degradation of the quality of the receiving body below the standards set forth in, but not limited to, Chapters 62-3, 62-4, 62-302, 62-520, 62-522 and 62-550, F.A.C., (including and antidegradation provisions of section 62-4.242 (l)(a) and (b), 62- 4.242(2) and (3) and 62-302.300, F.A.C.), and any special standards for Outstanding Florida Waters and Outstanding Natural Resources Waters set forth in Sections 62-4.242(2) and (3), F.A.C. (as required for environmental resources permitting process) will be prohibited.
- The most current best management practices identified in the Handbook, Urban Runoff Pollution Prevention and Control Planning, EPA/625/R-93/004, September 1993 which control erosion and limit the amount of sediment reaching surface waters shall be used during all development activities.
- Removal or control of submerged, emergent, or floating vegetation shall be limited to that necessary to provide reasonable access to aquatic weed control and conducted according to the guidelines provided in Chapter 62C-20, F.A.C., as permitted by the Florida Department Environmental Protection and in compliance with control standards outlined in Environmental Control, F.S. 403 and 369. This policy shall not apply to the removal of nuisance species such as hydrilla, water hyacinth, or water lettuce.
- DeSoto County will continue to provide treatment for the control of aquatic weeds and mosquitoes as governed by Chapter 388 F.S. and where feasible, use non-chemical means and best management practices as alternatives to insecticides and herbicides.
- Withdrawals from, or discharges to, surface waters which alter hydroperiods shall require the appropriate permits through the Florida Department of Environmental Protection, Southwest Florida Water Management District, or the U.S. Army Corp of Engineers, and shall not reduce the quality or productive capability of water dependent ecosystems.
- Development proposals must demonstrate that post development discharges into surface waters, or diversion of freshwater inflow into surface waters, will not lower the quality or productive capability of the receiving water body. All development proposals which require Environmental Resource Permits as provided by Chapter 40D-4 and 62-330, F.A.C., will be reviewed for consistency with the other Elements of the Comprehensive Plan.
- All development proposals must demonstrate post development discharges into marine and estuarine systems, or waters which flow into estuarine systems will not adversely affect the aquatic system in questions. Such discharge must not exceed the legal limit for established surface water quality parameters to including, but not limited to, biological oxygen demand, dissolved oxygen,

nutrients, bacteriological quality and turbidity, for the appropriate class water, as outlined in 62-302, F.A.C.

Consistency analysis: The PUD Concept Development Plan does not provide details for the required stormwater design other than proposed pond locations. Stormwater will be maintained on-site and directed to a series of dry retention and wet retention ponds, as illustrated on the concept plan and permitted by the Southwest Florida Water Management District and managed/maintained to function as designed and permitted. The stormwater will be properly treated and attenuated per the State requirements prior to discharge.

The Listed Species Survey conducted by (Passarella & Associates, November 2024) identified wetlands on the site. The proposed PUD is located within FEMA flood zone X.

Land development applications must meet County, State and Federal laws and permitting requirements for stormwater. Based on these findings, it is concluded the application can be found ***consistent*** *with this policy, with conditions.*

Conservation 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.

Conservation Policy 1.4.5: Buffer zones shall serve as protection to surface water from intrusive activities and impacts of development.

Consistency analysis: The project is located partially within the Conservation Overlay. Land development applications must meet County, State and Federal laws and permitting requirements. A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024). Approximately 3.8 acres of the property are jurisdictional wetlands. The Project Narrative indicates all wetlands are preserved with no wetlands being impacted. Wetland buffers provide an average 25-foot setback around the preserved wetland areas.

Mitigation of any impacts must be consistent with State and Federal laws and permitting requirements, which will be provided to the County with engineering plans prior to any development. The PUD Concept Development Plan includes the required stormwater, wetland protection and buffer areas, and exceeds the required 25% open space for a PUD (7.40 ± acres), providing 34.2% (10.14 ± acres). Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

Wetland Protection:

Conservation 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.

Conservation 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

Consistency analysis: The proposed concept plan takes into consideration of natural resources such as wetlands. All of the +/- 3.80-acres of wetlands onsite are being preserved. Additionally, all wetland protection measures will comply with the requirements of the Southwest Florida Water Management District Environmental Resource Permit. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy,* ***with conditions****.*

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

Consistency analysis: A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024) and a Geotechnical Report was submitted (UES, March 2025). Approximately 3.8 acres of the property are jurisdictional wetlands. The Project Narrative indicates all wetlands are preserved with wetlands being impacted. Wetland buffers provide an average 25-foot setback around the preserved wetland areas. Mitigation of any impacts must be consistent with State and Federal laws and permitting requirements, which will be provided to the County with engineering plans prior to any development. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy,* ***with conditions****.*

Floodplain and Floodways:

Conservation Objective 1.6: Floodplains and Floodways. DeSoto County shall ensure long-range protection and restoration of functions of the remaining floodplains.
Consistency analysis: Any encroachment into the 100-Year Floodplain will be compensated by equivalent excavation to offset project filling per Section 4.4 of the Southwest Florida Water Management District's Basis of Review. The property is not located within the floodway. The proposed PUD is located within FEMA flood zone X. All aspects of proper development standards within special flood hazard areas shall be applied in future development applications. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

Conservation 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.

Consistency analysis: A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024). Approximately 3.80 acres of the property are jurisdictional. The Project Narrative indicates that all 3.80 acres of wetlands are preserved with no wetlands being impacted. Wetland buffers provide an average 25-foot setback around the preserved wetland areas. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

The environmental study identified fourteen (14) potentially occupied Gopher Tortoise burrows that will have to be mitigated consistent with State and Federal criteria. If any impacts are proposed which trigger federal wildlife review, additional coordination and surveys relative to the species will be required.

Mitigation of any impacts must be consistent with State and Federal laws and permitting requirements, which will be provided to the County with engineering plans prior to any development. Based on the above findings, it is concluded the application can be found ***consistent*** *with this policy.*

2. The existing land use pattern.

Consistency analysis: ***Table 1*** *shows the existing land use pattern. The table illustrates that the surrounding uses are developing in a fashion consistent with the Low-Density Residential Future Land Use Category. The Future Land Use Category of surrounding properties is Low Density Residential to the north, south, and west. The properties to the east have Employment Center future*

land use.

The Land Development Regulations provide specific height, bulk, setback, density, buffering, and other regulations to ensure compatibility between uses. Development heights will be limited to 35 feet which is compatible with the maximum allowable heights of areas zoned for single-family homes. The Concept Plan proposes a Type A buffer along the east property line and the remaining perimeter will be a Type B buffer is required by the LDRs. Based on the above, it is concluded the application can be found ***in conformance*** *with this factor.*

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

Consistency analysis: The proposed rezone and PUD Concept Plan will not create an isolated district unrelated to adjacent and nearby districts. The surrounding area contains a mix of zoning districts including, A-5, RMF-M, RMF-6, TTRVC, IL, and PUD. The PUD proposes 49 residential units, which is adjacent to single family residential to the north, west, and south, with industrial across SW Highway 17 to the east.

Based upon the requirements in the Land Development Regulations for setbacks, buffers, and open space, the proposed PUD Concept Plan will not create an isolated district unrelated to adjacent and nearby districts. Based on the above findings, it is concluded the application can be found ***in conformance*** *with this factor.*

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

Consistency analysis: FLUE Policy 1.22.5 Concurrency Information/Data requires the County to maintain a concurrency database and monitoring system to ensure projects approved are subject to minimum criteria for public facilities requiring a concurrency determination that do not result in a reduction of the level of service below the adopted standard. Policy 1.22.5 provides for roadways, recreation and open space, solid waste, potable water and sanitary sewer.

The project is a proposed Planned Unit Development (PUD) District, which requires a concept plan with the submittal. The concept plan provides a supportive report (Public Facilities Impact Analysis and traffic analysis) as required by Sec. 20-144(g)(2), which would classify the PUD and concept plan as an Intermediate Development Order.

The proposed PUD proposes a full access off SW Highway 17, a collector

roadway. A Trip Generation Analysis (TR Transportation Consultants, Inc., December 2024, revised April 9, 2025) was submitted and determined that there is sufficient capacity on US 17 to serve the development. However, the analysis did not provide an operational analysis for access/turn lanes or for all intersections with the study area. A more detailed transportation and access analysis will be required with future plan submittals as required by the LDRs. Based on the above, it is concluded the application can be found consistent with this policy.

Connection to Desoto County Utilities has planned potable water and wastewater availability on the horizon. Additionally, enclosed within the General Development Application is a public facilities impact analysis that determines adequate capacity of public facilities for the proposed development. This is addressed in detail with the analysis of Policy 1.4.6 Utilities.

The project is required to secure concurrency reservations as required by the Comprehensive Plan prior to Improvement Plan approval. Based on the above findings and recommended conditions, it is concluded the application can be found ***in conformance*** *with this policy,* ***with conditions****.*

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

Consistency analysis: The proposed PUD zoning district is consistent with the Low Density Residential Future Land Use category and would allow the proposed single-family residential community. The PUD boundaries can be found to be logically drawn in relationship to the existing conditions on the property. The existing condition of the property is vacant/undeveloped pastureland. The existing zoning of CN does not permit the proposed development. Existing zoning district boundaries adjacent to the site are RMF-M, CN, A-5, and IL. The proposed PUD will align with the surrounding uses of single family residential and a church. Based on the above, it is concluded the application can be found ***in conformance*** *with this factor.*

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

Consistency analysis: The project is within the Low-Density Residential Future Land Use Category, which envisions the development of this area of the county at a maximum of 2 dwelling units per acre with a bonus density of up to 3.5 du/acre. The project is proposing a max of 1.65 dwelling units per acre with a concept plan for a 49-unit single family home subdivision. The general area is developing in a pattern consistent with the proposed PUD.

The request to rezone to PUD will accommodate DeSoto's growing population

*and create a community that is carefully designed to provide safe interconnectivity for both vehicular and pedestrian networks while taking into consideration of the sensitive environmental areas of the site. Based on the above, it is concluded the application can be found **in conformance** with this factor.*

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

   Consistency analysis: The project is within the Low-Density Residential Future Land Use Category, which envisions the development of this area of the county at a maximum of 2 dwelling units per acre with a bonus density of up to 3.5 du/acre. Proposed is a 49-residential unit on 29.61 ± acres. PUD Section 20-144(g)(2)(b)(2) states that the number and type of dwelling units involved and the corresponding overall project density is calculated in dwelling units per gross acre. The surrounding area is developing in a pattern consistent with the proposed PUD, with a mix of agricultural and residential type uses and the proposed change will not adversely influence living conditions in the area. However, staff is conditioning the residential portion of the site to be consistent with the density requirements of the Low-Density Residential future land use category in accordance with Policy 1.1.2, DeSoto Comprehensive Plan.

   *The density, intensity, and type of development proposed and permitted within the proposed PUD zoning district is compatible with existing development and existing zoning of surrounding properties. A Type A buffer is proposed on the east property boundary and a Type B buffer is being proposed on the north, south, and west property boundaries. The proposed buffers can be found consistent with Section 20-600 Buffer Matrix. Based upon the design and location, living conditions in the area will not be adversely affected by the proposed PUD. Based on the above it is concluded the application can be found **in conformance** with this factor, with **conditions**.*

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

   *Consistency analysis: The proposed change will not create or excessively increase traffic congestion or otherwise affect public safety. The proposed PUD proposes a full access off SW HWY 17, a collector road. A Trip Generation Analysis (TR Transportation Consultants, Inc., December 2024, revised April 9, 2025) was submitted and determined that there is sufficient capacity on US 17 to serve the development. However, the analysis did not provide an operational analysis for access/turn lanes or for all intersections with the study area. A more detailed transportation and access analysis will be required with future plan submittals as required by the LDRs. 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 proposed PUD will not create a drainage problem. Stormwater will be maintained on-site and directed to a series of dry retention and wet retention ponds. The stormwater will be properly treated and attenuated per the State requirements prior to discharge. An environmental resource permit from the SWFWMD will be required prior to commencement of site development activities, thereby ensuring adequate drainage. Based on the above, it is concluded the application can be found ***in conformance*** *with this factor.*

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

Consistency analysis: The reduction of light and air to the adjacent areas is a function of building height and building setbacks. The Concept Development Plan establishes yard setbacks and other building standards. The project is consistent with nearby development. Based upon the site design and location, the project will not seriously reduce light and air to the adjacent area. Based on the above, the Development Director concludes the application can be found ***in conformance*** *with this factor.*

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

Consistency analysis: Staff is conditioning the residential be consistent with the density requirements of the Low Density Residential future land use category in accordance with Policy 1.1.2, DeSoto Comprehensive Plan. A Type A buffer is proposed on the east property boundary and a Type B buffer is being proposed on the north, south, and west property boundaries. The proposed buffers can be found consistent with Section 20-600 Buffer Matrix. The proposed PUD is consistent with the type, density, and intensity permitted by the Low Density Residential future land use category. The proposed rezone should not adversely affect property values in the adjacent area. Property values are based on many factors, including the sale prices of similar land/homes in the area. Based on the above finding, it is concluded the application can be found ***in conformance*** *with this factor, with* ***conditions****.*

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

Consistency analysis: With the proposed PUD, landscape and screening buffers are proposed around the project perimeter. Therefore, the proposed change should not be a deterrent to the improvement or development of

*adjacent property in accord with existing regulations. Thus, the Development Director concludes the application can be found **in conformance** with this requirement.*

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 PUD is consistent with the type, density, and intensity permitted by the Low-Density Residential future land use category. The project is also consistent with nearby development in the Low-Density Residential Future Land Use Category area. Therefore, the proposed rezone does not grant a special privilege to an owner as contrasted to the public welfare. Based on the above findings, it is concluded the application can be found **in conformance** with this factor.*

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

*Consistency analysis: The property cannot be utilized for the proposed project due to the density and uses allowed by the current CN and RMF-M zoning districts. The project is located within the Low-Density Residential Future Land Use Category, which envisions the development of this area of the county at a maximum of 2 dwelling units per acre with a bonus density of up to 3.5 du/acre. The project is proposing a max of 1.65 dwelling units per acre with a concept plan for a 49-unit single family residential development. The surrounding area is developing in a pattern consistent with the proposed PUD. Thus, it is concluded the application can be found **in conformance** with this factor.*

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

Consistency analysis: The project is within the Low-Density Residential Future Land Use Category, which envisions the development of this area of the county at a maximum of 2 dwelling units per acre with a bonus density of up to 3.5 du/acre. Proposed is a 49-residential unit on 29.61 ± acres. PUD Section 20-144(g)(2)(b)(2) states that the number and type of dwelling units involved, and the corresponding overall project density is calculated in dwelling units per gross acre. The surrounding area is developing in a pattern consistent with the proposed PUD, with a mix of agricultural and residential type uses and the proposed change will not adversely influence living conditions in the area. However, staff is conditioning the residential portion of the site to be consistent with the density requirements of the Low Density Residential future land use category in accordance with Policy 1.1.2, DeSoto Comprehensive Plan.

The density, intensity, and type of development proposed and permitted within the proposed PUD zoning district is compatible with existing development and

existing zoning of surrounding properties. A Type A buffer is proposed on the east property boundary and a Type B buffer is being proposed on the north, south, and west property boundaries. The proposed buffers can be found consistent with Section 20-600 Buffer Matrix. Based upon the design and location, living conditions in the area will not be adversely affected by the proposed PUD. Based on the above it is concluded the application can be found ***in conformance*** *with this factor, with* ***conditions****.*

The proposed PUD is not out of scale with the surrounding area and is consistent with the Low-Density Residential land use designation. Overall, the request to rezone to PUD and concept plan are consistent with the Goals, Objectives, and Policies of the DeSoto County Comprehensive Plan. Thus, it is concluded the application can be found ***in conformance*** *with this factor, with* ***conditions****.*

In summary, the Development Director finds the application is in conformance with the 15 factors and, therefore, concludes the application can be found in **conformance** with LDR Section 20-1498(a) **provided** recommended conditions are imposed.

D. Planned Unit Development District General Requirements. LDR Section 20-144(e) requires all land included for purpose of development within a PUD District be owned or under the control of the applicant for such zoning designation, whether that applicant be an individual, partnership or corporation, or a group of individuals, partnerships or corporations. The applicant shall present firm evidence of the unified control of the entire area within the proposed development. The applicant is required to conform to three requirements.

1. Agree to be bound by:

    a. The Concept Development plan officially adopted as the PUD district; and
    b. Such other conditions or modifications as may be attached to the rezoning of land to the PUD classification.

2. Provide agreements, contracts, deed restrictions or sureties acceptable to the County for completion of undertaking in accord with the adopted Concept Development Plan as well as for the continuous operation and maintenance of such areas, functions and facilities that are not to be provided, operated or maintained at general public expense.

3. All conditions shall run with the land

Consistency Analysis: Future plan submittals will be required to be consistent with these requirements. Thus, this factor is ***applicable****.*

E. Planned Unit Development District Specific Requirements. LDR Section 20-144(f) requires a PUD comply with 13 other requirements.

1. **Location:** PUD districts shall be located so as to maintain adopted level of service on all impacted public rights-of-way.

   *Consistency analysis: The applicant provided a Public Facilities Impact Analysis and trip generation analysis. The proposed PUD proposes a full access off SW HWY 17, a collector road. A Trip Generation Analysis (TR Transportation Consultants, Inc., December 2024, revised April 9, 2025) was submitted and determined that there is sufficient capacity on US 17 to serve the development. However, the analysis did not provide an operational analysis for access/turn lanes or for all intersections with the study area. A more detailed transportation and access analysis will be required with future plan submittals as required by the LDRs. Thus, it is concluded the application can be found **in conformance** with this factor.*

2. **Minimum Area Required:** The minimum area required for a planned unit development district containing only residential uses shall be 5 acres: containing only commercial or industrial uses shall be 2 acres, and containing a mix of residential, commercial or industrial uses shall be 5 acres.

   *Consistency analysis: The Development Director finds the PUD has a size of +/- 29.61 acres and proposes 49 single-family units. Therefore, the application can be found **in conformance** with this factor.*

3. **Character of the Site:** The condition of soil, ground water level, drainage and topography shall all be appropriate to both kind and pattern of use or uses intended. The site shall also contain sufficient width and depth to adequately accommodate its proposed use and design.

   *Consistency analysis: The subsurface soil conditions encountered at this site generally consist of very loose to dense sands (SP), medium dense slightly silty sands (SP-SM), loose to medium dense slightly clayey sands (SP-SC) and very loose to medium dense clayey sands (SC) to the boring termination depths. The subsurface soil conditions encountered at this site generally consist of very loose to dense sands (SP), medium dense slightly silty sands (SP-SM), loose to medium dense slightly clayey sands (SP-SC) and very loose to medium dense clayey sands (SC) to the boring termination depths. Based on the above, it is concluded the application can be found **in conformance** with this factor.*

4. **Uses Permitted:** An applicant may propose any use or combination of uses within a proposed PUD subject to the minimum area requirements contained herein.

Consistency analysis: The proposed 49 residential unit PUD Concept Development Plan is consistent with the uses allowed in the Low-Density Residential land use. The Concept Plan exceeds the required 25% open space for a PUD (7.40 + acres), providing 34.2% (+/- 10.14 acres). Provided open space includes common open space area, stormwater area, and wetland/wetland buffer area. Stormwater facilities will be required to secure any required SWFWMD permits. Thus, the Development Director concludes the application can be found ***in conformance*** *with this factor.*

5. **Density:** The overall, gross density of the proposed PUD Concept Development Plan shall be calculated by dividing the total number of units proposed by the gross acreage of the PUD. In no event shall the gross density exceed the maximum density permitted by the Comprehensive Plan. In the event of multiple Future Land Use Map categories, no project may be authorized to utilize density averaging or blending techniques.

   Consistency analysis: The project is within the Low-Density Residential Future Land Use Category, which envisions the development of this area of the county at a maximum of 2 dwelling units per acre with a bonus density of up to 3.5 du/acre per Policy 1.1.2, but a minimum density of 2 du/ac per Policy 1.4.3. The project is proposing a concept plan for a 49-unit single-family housing community at a density of 1.65 du/ac and is proposing to connect to DeSoto County water and sewer. The surrounding area is developing in a pattern consistent with the proposed PUD.

   PUD Section 20-144(g)(2)(b)(2) states that the number and type of dwelling units involved and the corresponding overall project density is calculated in dwelling units per gross acre. The surrounding area is developing in a pattern consistent with the proposed PUD.

   Overall, the request to rezone to PUD and concept plan show the gross density to be at or lower than the LDC requirement. Thus, the Development Director concludes the application can be found ***in conformance*** *with this factor.*

6. **Minimum Open Space:** Planned Unit Developments shall set aside at least 25% of the gross area as open space. Usable open space shall include active and passive recreation areas such as playgrounds, golf courses, water frontage, waterways, lagoons, flood plains, nature trails and other similar open spaces. Open water area beyond the perimeter of the site and street rights-of-way, driveways, off-street parking areas and off-street loading areas, or private yards shall not be counted in determining usable open space.

   Consistency analysis: The proposed 49 residential unit PUD Concept Development Plan exceeds the required 25% open space for a PUD (7.40 + acres), providing 34.2% (10.14 + acres). Provided open space includes

*common open space area, stormwater area, and wetland/wetland buffer area. However, it is not clear if the open space is usable or the amenity area proposed is consistent with this section. Based on the above, it is concluded the application can be found **in conformance** with this factor, **with conditions**.*

7. **Minimum Lot Area and Frontage Requirements within a PUD:** No minimum lot size or yards shall be required within a PUD, except that peripheral yards abutting the exterior limits of the PUD boundary (except for boundaries limited in or by water) shall observe yard requirements in accordance with the zoning classification the use most closely resembles. Every dwelling unit or other use must be served directly or via an approved private road, pedestrian way, court, or other area dedicated to public use or reserved for private use, or common element guaranteeing access. Permitted uses are not required to front on a publicly dedicated road or street.

   Consistency analysis: The Concept Plan illustrates proposed principal uses, setbacks, open space, buffers, amenity center, etc. Many of these specifications are consistent with existing standards and conditions are proposed to mitigate potential incompatibilities with the community. The PUD zoning district provides the flexibility to consider alternatives to typical zoning categories and for additional conditions to be placed on the concept plan. The concept plan indicates each lot for single family detached units to be a minimum of 40' x 100' or 4,000 square feet, with a minimum setback of 20' from the PUD boundary. Attached single family residential lots are proposed to be 30' x 100'.

   The proposed PUD proposes a full access off SW HWY 17. A Trip Generation Analysis (TR Transportation Consultants, Inc., December 2024, revised April 9, 2025) was submitted and determined that there is sufficient capacity on US 17 to serve the development. However, the analysis did not provide an operational analysis for access/turn lanes or for all intersections with the study area. A more detailed transportation and access analysis will be required with future plan submittals as required by the LDRs.

   The PUD Concept Plan requests 4 deviations from the Code as follows:
   1. *Deviation from Section 20-504(C) to eliminate all street shoulder requirements where a closed drainage system is present.*
   2. *Deviation from Section 20-503 to allow for private residential right-of-ways to have a minimum width of 40 feet.*
   3. *Deviation from Section 20-503 to allow the minimum centerline radii to comply with the State of Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") as follows:*

DESIGN SPEED	*CENTERLINE RADIUS*
15	*50'*
20	*50'*
25	*180'*
30	*300'*

4. *Deviation from Engineering Detail D-15 "Maximum Cul-De-Sac Length" to allow for cul-de-sacs with lengths longer than 1,300 feet.*

The deviations from LDRs have been reviewed by County staff and have no objections. Deviations are reflected in the conditions.

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

8. **Off-Street Parking and Off-Street Loading Requirements:** Off-street parking and off-street loading requirements shall be as for comparable uses set out in the Land Development Regulations. Shared parking facilities may be approved as part of the request upon review of an acceptable alternative parking strategy study.

*Consistency analysis: The Concept Plan shows the general location of the proposed residential housing units. The concept plan indicates 2 parking spaces per unit. Given the small size of the subdivision and proximity of any amenity center location, the amenity center should provide ADA and bicycle parking at a minimum. Based upon the PUD Concept Plan and site layout, the Development Director concludes the application can be found **in conformance** with this factor **with conditions**.*

9. **Development Planning - External Relationships:** Development planning within a PUD district shall provide protection of the development from adverse surrounding influences and protection of surrounding areas from adverse influences generated by or within the district.

a. Principal vehicular access points shall be designed to encourage smooth traffic flow and minimum hazards to vehicular or pedestrian traffic. Merging and turnout lanes and/or traffic dividers shall be required where existing or anticipated heavy traffic flows indicate need. Where streets within the district intersect adjoining streets, appropriate visibility triangles shall be maintained.

Consistency analysis: The proposed PUD proposes a full access off SW HWY 17. A Trip Generation Analysis (TR Transportation Consultants, Inc., December 2024, revised April 9, 2025) was submitted and determined that there is sufficient capacity on US 17 to serve the development. However, the analysis did not provide an operational analysis for access/turn lanes or for all intersections with the study area. A more detailed transportation and access analysis will be required with future plan submittals as required by the LDRs. Visibility triangles are required to be shown on the Improvement Plan. Based on the above, it is concluded the application can be found ***in conformance*** *with this factor.*

b. Fences, walls or vegetative screening at edges of PUD districts shall be provided where needed to protect residents from lighting, noise or other adverse off-site influences, or to protect residents of adjoining districts from similar possible influences from within the PUD district. In all cases, screening shall, at a minimum, be designed to protect existing or potential first-floor residential occupant window levels. In particular, off-street parking areas for five (5) or more cars, service areas for loading or unloading vehicles other than passengers, and areas for storage and collection of trash and garbage shall be so screened.

Consistency analysis: The Concept Plan illustrates a Type A buffer along the east property line fronting US 17 and the remaining perimeter will be a Type B buffer consistent with the LDRs. Based on the above findings, the Development Director concludes the application can be found ***in conformance*** *with this factor.*

10. **Phasing of Development:** It is the intent of DeSoto County that to the extent possible, each approved PUD development be carried through to completion in essentially the form in which it is approved at the Concept Development Plan level. Therefore, each phase of the development will be expected to adhere closely to the design principals of the Concept Development Plan. However, the County recognizes as a practical matter, that the long-term nature of the proposed buildout of the PUD will likely justify changes based on changing economic or other factors. Therefore, provision is made for the submission of individual phases or subunits of the entire PUD. All such phases shall, in their timing, nature, intensity and location, be determined to be consistent with the larger PUD and to contribute to its completion in a unified fashion. Where such consistency is not feasible, it is assumed that the overall PUD Concept Development Plan will be modified to reflect changed conditions or factors.

These phases shall be so located and related that should for any reason the full PUD not be developed, the completed portion will be self-contained. If the PUD is to be phased and more than one (1) final plat is required, successive

plats must be filed so that development activity shall be of a reasonable continuous nature, and shall adhere to the following:

a. All public service facilities, major recreation facility or facilities, including open space, parks, nature areas or environmentally sensitive areas to serve the designated phase shall be platted prior to the platting of more than the first twenty-five (25%) percent of the total permitted dwelling units or recreational vehicles. The above may be accomplished by phases. As each phase is approved, the public service facilities, recreation and environmentally sensitive areas within the proposed phase shall be dedicated to such public or private entity for such use.

   Consistency analysis: Per the Concept Plan, the proposed PUD will be completed in multiple phases and indicated on the Improvement Plan. This factor is ***applicable.***

b. Internal commercial areas shall not be platted prior to, but may be platted concurrent with, the platting of at least twenty-five (25%) percent of the total permitted dwelling units or recreational vehicles.

   Consistency analysis: This factor is ***not applicable.***

c. After rezoning to PUD district, no plat or building permit shall be issued by the County, and no development shall commence unless in conformance with the approved Concept Development Plan.

   Consistency analysis: This factor is ***applicable.***

d. If no significant construction has begun or no use is established in the PUD within five (5) years from the time of rezoning the site to PUD, the Concept Development Plan shall lapse and be of no further effect. If a Concept Development Plan lapses under the provisions of this section, the County Commissioners may initiate a petition to rezone the said PUD to an appropriate zoning classification. No rezoning petition may be initiated until the County has provided the applicant with notice of its intent to rezone and further provided a sixty (60) day period during which the applicant may begin construction and thereby cure the lapse. The Board may extend the PUD for two (2) years provided the applicant can show good cause why said development cannot proceed. There shall be no limit to the number of extensions that may be granted by the Board. system.

   Consistency analysis: This factor is ***applicable.***

e. After the original phase(s) containing twenty-five (25%) percent of the total permitted dwelling units is approved and platted, subsequent phases

containing areas of residential development shall not be approved for final plat until a minimum of twenty-five percent (25%) percent of the residential units have been developed and certificates of occupancy issued. Provided, however, that the developer of the PUD shall be exempt from this provision if the developer:

(1) Enters into a long term road and drainage maintenance agreement with the County, or
(2) Creates a Community Development District, special taxing district, Property Owners Association or other acceptable legal entity that will assume ownership and maintenance responsibility of the road and drainage system.

*Consistency analysis: This factor is **applicable.***

11. **Preservation and Protection of Natural Historic or Archeological Features:** Every effort shall be made in the planning and development of the PUD District to preserve and protect desirable natural, historic or archaeological features of the site, including trees and other vegetation of consequence. Preliminary evidence from the appropriate agency shall be submitted with the application indicating potential impacts or areas to consider for more detailed study.

*Consistency analysis: The project is partially within the Conservation Overlay. Land development applications must meet County, State and Federal laws and permitting requirements. A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024) and a Geotechnical Report was submitted (UES, March 2025). Approximately 3.8 acres of the property are jurisdictional wetlands. The Project Narrative indicates all wetlands are preserved. Wetland buffers provide an average 25-foot setback around the preserved wetland areas. Mitigation of any impacts must be consistent with State and Federal laws and permitting requirements, which will be provided to the County with engineering plans prior to any development. Based on the above, it is concluded the application can be found **in conformance** with this factor.*

12. Utilities: It is intended that within the developed portions of a PUD District, all utilities, including telephone, television, cable and electrical systems shall be installed underground, within approved utility easements, except that:

a. Appurtenances to these systems more than four (4) feet in height and two (2) feet in diameter must be effectively screened;
b. Main or feeder lines may require overhead installation based on environmental or technical problems
c. Primary facilities providing service to the site of development or necessary to service areas outside the development shall be exempt from this requirement; and

d. In cases of overhead main or feeder lines, service laterals from the point of connection shall be underground to the structure or dwelling

Consistency analysis: As the project goes thru more detailed plan submittals, these requirements will be addressed. This factor is ***not applicable*** *at this development review phase.*

13. **Connectivity:** All proposed development shall consider internal and external connectivity. Connectivity is intended to provide alternative routes between uses and neighborhoods, and in turn, reducing travel time. All applications shall provide at least a minimum:

    a. Sidewalks along both sides of all arterial and collector roads and a minimum of one side along all local roads located within and adjacent to the proposed development. Proper connections (i.e. handicap accessibility) at intersections shall be included.

    Consistency analysis: Per Policy 1.17.4, the PUD Concept Plan states that sidewalks are proposed on one side of the internal private roadways. A condition is recommended to provide a 5' wide sidewalk along the frontage of the property along US 17. These details shall be illustrated on the Improvement Plan. This factor is ***applicable, with conditions.***

    b. Stub-outs to vacant land of similar development designation (future urban areas) shall be provided. Requests for waiver to this requirement may be considered based on agreements that internal roadways will remain private and portions of development are gated.

    Consistency analysis: Stub-outs for future inter-neighborhood ties and connections are not recommended to the vacant property to the south due to the existence of a stormwater pond and existing single-family residence. The Concept Plan does not provide a connection to Lexington Place, a local street and neighborhood to the west. If a future resident desired to visit the adjacent neighborhood to the north or west, they would have to get on to US 17, drive south approximately ½ mile and perform a U-turn, drive north ¾ of a mile and turn left on SW Ogden Acres Blvd to access adjacent neighbors.

    To encourage better inter-neighborhood connectivity and minimize additional vehicle trips on arterial roadways, at least to provide for pedestrians and bicycles, the internal sidewalk should be extended and connect to Lexington Place to the west. These details shall be illustrated on the Improvement Plan. This factor is ***applicable, with conditions.***

c. Internal connections between uses to allow proper internal traffic flow shall be required.

Consistency analysis: Internal uses have vehicle and sidewalk connections. This factor is ***applicable.***

F. Other PUD requirements. LDR Section 20-144(g) imposes additional requirements.

1. LDR Section 20-144(g)(1) addresses the procedure for applying for Planned Unit Development zoning.

This section requires submission of a concept development plan that addresses 14 factors and supportive document that responds to four issues. The 14 factors and a response to those factors are shown below.

a. Location and size of the site including its legal description.

Consistency analysis: The application includes a general location map, boundary survey, Property Identification Map, and legal description. Thus, the application can be found ***in conformance*** *with this factor.*

b. An ownership and encumbrance report showing recorded ownership Interests including liens and encumbrances. If the applicant is not the owner, a statement of the developer's interest if the property and authorization from the owner for the PUD rezoning.

Consistency analysis: An ownership and encumbrance report showing recorded ownership Interests was included with the application. Thus, the application can be found ***in conformance*** *with this factor.*

c. Relationship of the site to existing development in the area, including streets, utilities, residential, commercial and industrial development, and physical features of the land including pertinent ecological features.

Consistency analysis: The Concept Development Plan and general location map address the relationship of the site to existing development in the area and physical features of the land including pertinent ecological features. The plan also provides buffers and setbacks as required. Thus, the application can be found ***in conformance*** *with this factor.*

d. Density or intensity of land use to be allocated to all parts of the site to be developed together with tabulations by acreage and percentages thereof.
*Consistency analysis: The Concept Development Plan displays the proposed use for the site as residential. The Concept Plan provides a land use table with the tabulations of uses, density, open space, preservation area, and stormwater area. Any amendments to this table shall be addressed with the Improvement Plan. Thus, the application can be found **in conformance** with this factor.*

e. Location, size and character of any common open space or preservation areas and the form of organization proposed to own and maintain any common open space.

*Consistency analysis: The Concept Development Plan displays the location, size, and character of the open space areas. However, usable open space is not addressed on this Concept Plan. A condition is recommended to provide usable open space per the LDRs on the Improvement Plan. Thus, the application can be found **in conformance** with this factor, **with conditions**.*

f. Use and type of buildings, i.e., single-family detached, townhouses, garden apartments, medium rise or high rise, proposed for each portion of the area included within the Concept Development Plan.

*Consistency analysis: The Concept Development Plan indicates the proposed residential units to be single family detached and attached with respective lot sizes. An amenity center is also proposed. Future plan submittals will be required to address these requirements in more detail. Thus, the application can be found **in conformance** with this factor.*

g. Proposed method of providing required improvements such as streets, water supply, storm water management and sewage collection.

Consistency analysis: The applicant of the proposed PUD plans to connect to DeSoto County centralized public water and wastewater systems. The Utilities Department does not object to the approval of this rezoning application. The review and approval of any Development/Improvement Plans does not constitute commitment of utility service by DCU. Conditions regarding utilities have been outlined elsewhere in this report.

The internal street network is proposed to be privately maintained. The proposed PUD proposes a full access off SW HWY 17, a collector road. A Trip Generation Analysis (TR Transportation Consultants, Inc., December 2024, revised April 9, 2025) was submitted and determined that there is sufficient capacity on US 17 to serve the development. However, the analysis did not provide an operational analysis for access/turn lanes or for all intersections with the study area. A more detailed transportation and access analysis will be required with future plan submittals as required by the LDRs.

Stormwater will be maintained on-site and directed to a series of dry retention and wet retention ponds as illustrated on the concept plan and permitted by the Southwest Florida Water Management District and managed/maintained to function as designed and permitted. The stormwater will be properly treated and attenuated per the State requirements prior to discharge. Thus, the application can be found ***in conformance*** *with this factor.*

h. Provisions for the parking of vehicles and the function and location of vehicular and pedestrian system facilities

Consistency analysis: The Concept Plan shows the general location of the proposed residential housing units. The concept plan indicates 2 parking spaces per unit. Given the small size of the subdivision and proximity of any amenity center location, the amenity center should provide ADA and bicycle parking at a minimum. Thus, the application can be found ***in conformance*** *with this factor,* ***with conditions****.*

i. A plan for pedestrian and vehicular circulation showing the general locations, widths and recommended surface treatment of all major internal thoroughfares and pedestrian access ways, and diagrammatic traffic movement to, within and through the planned development unit.

Consistency analysis: The Concept Development Plan shows basic vehicular circulation. Sidewalks are being proposed to one side of the road, as noted in the PUD notes. The PUD Concept Plan states that sidewalks are proposed on one side of the internal private roadways. It is recommended to improve pedestrian circulation to adjacent neighborhoods that the sidewalk extend to the west to Lexington Place. These details shall be illustrated on the Improvement Plan. The application can be found ***in conformance*** *with this factor,* ***with conditions****.*

j. Information about existing vegetative cover and soil conditions in sufficient detail to indicate suitability for proposed structures and uses.

Consistency analysis: A Listed Species Survey was submitted (Passarella & Associates, Inc, November 2024) and included a FLUCFCS analysis. The applicant is responsible for additional soil / compaction testing to ensure conditions are consistent with development requirements. Thus, the application can be found ***in conformance*** *with this factor.*

k. In case of plans which call for development over a period of years or in phases, a schedule showing the times within which application for final approval of all sections of the planned unit development are intended to be filed.

Consistency analysis: Per the Concept Plan, the proposed PUD will be completed in multiple phases and indicated on the Improvement Plan. Thus, the application can be found ***in conformance*** *with this factor.*

l. Any additional data, plans or specifications as the applicant may believe is pertinent to the proposed planned unit development.

Consistency analysis: No additional data is required for this level of application per the LDRs. Thus, the application can be found ***in conformance*** *with this factor.*

m. A list of deviations with appropriate justifications or support evidence, which may include design safety standards, independent studies, professionally acceptable alternative design(s),

Consistency analysis: A list of deviations and justifications is included with the application as follows:

1. *Deviation from Section 20-504(C) to eliminate all street shoulder requirements where a closed drainage system is present.*
2. *Deviation from Section 20-503 to allow for private residential rights-of-way to have a minimum width of 40 feet.*
3. *Deviation from Section 20-503 to allow the minimum centerline radii to comply with the State of Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") as*

follows:

DESIGN SPEED	*CENTERLINE RADIUS*
15	*50'*
20	*50'*
25	*180'*
30	*300'*

4. *Deviation from Engineering Detail D-15 "Maximum Cul-De-Sac Length" to allow for cul-de-sacs with lengths longer than 1,300 feet.*

The deviations from LDRs have been reviewed by County staff and have no objections. Deviations are reflected in the conditions. Thus, the application can be found ***in conformance*** *with this factor,* ***with conditions****.*

n. Data and analysis demonstrating preliminary compliance with designated level-of-service.

Consistency analysis: The applicant provided a Public Facilities Impact Analysis and trip generation analysis. The proposed PUD proposes a full access off SW HWY 17, a collector road. A Trip Generation Analysis (TR Transportation Consultants, Inc., December 2024, revised April 9, 2025) was submitted and determined that there is sufficient capacity on US 17 to serve the development. However, the analysis did not provide an operational analysis for access/turn lanes or for all intersections with the study area. A more detailed transportation and access analysis will be required with future plan submittals as required by the LDRs.

The proposed PUD plans to connect to DeSoto County centralized public water and wastewater systems. The Utilities Department does not object to the approval of this rezoning application. The review and approval of any Development/Improvement Plans does not constitute commitment of utility service by DCU. Conditions have been recommended to ensure compliance with designated level-of-service. Based on the above findings, the application can be found ***in conformance*** *with this factor.*

2. Section 20-144(g)(2) also requires that supportive documents address four factors. The factors and an analysis of those factors is shown below.

a. A statement describing the character and intended use of the planned unit development, and indicating how and why the proposed project complies with the Comprehensive Plan of the County and the statement of purposes on planned unit development.
*Consistency analysis: The applicant provided a project narrative addressing Comprehensive Plan consistency. Thus, the application can be found **in conformance** with this factor.*

b. A general description of the proposed development, including information as to:

    1. Total acreage involved in the project. The Concept Development Plan shows the number of total number of acres.

        *Consistency analysis: The applicant provided a project narrative addressing Comprehensive Plan consistency. Thus, the application can be found **in conformance** with this factor.*

    2. The number and type of dwelling units involved and the corresponding overall project density in dwelling units per gross acre.

        *Consistency analysis: The Concept Development Plan includes the required information. Thus, the application can be found **in conformance** with this factor, with **conditions.***

    3. A list of proposed uses, both residential and non-residential.

        *Consistency analysis: The application includes proposed residential and subdivision amenity uses. Thus, the application can be found **in conformance** with this factor.*

    4. The minimum design standards reflected by the site plan for such features as lot shape and size, setbacks, internal streets and pedestrian ways, open space provisions, off-street parking, signs and landscaping.

        *Consistency analysis: The Concept Development Plan displays the overall project size, layout, residential unit lot sizes, setbacks, open space, and buffers. Thus, the application can be found **in conformance** with this factor.*

c. A proposed schedule of development which identifies the anticipated phase start and completion date, and the area and location of common open space to be provided at, or by said stage.

*Consistency analysis: Per the Concept Plan, the proposed PUD will be completed in multiple phases and indicated on the Improvement Plan. This factor is **not applicable.***

d. A statement indicating whether streets or roads (and pedestrian ways) shall be of private ownership and maintenance, public ownership and maintenance, or some other form of ownership.

*Consistency analysis: Per the Concept Plan, the internal streets are proposed to be privately owned and maintained. This factor is **applicable.***

G. Planning Commission/Board Review Criteria. LDR Subsection 20-144(h)(2) addresses the Concept Development Plan approval process and Paragraph 20-144(h)(2)2 requires Planning Commission review while Paragraph 20-144(2)(h)3 requires the Board of County Commission to consider the Concept Development Plan at a hearing and either grant approval or disapproval based on the same criteria used by the Planning Commission, these being whether the following criteria can be satisfied:

1. The proposed use or mix of uses is appropriate at the subject location.

*Consistency analysis: **Table 1** shows the existing land use pattern. The table illustrates that the surrounding uses are developing in a fashion consistent with the Low-Density Residential Future Land Use Category. The Future Land Use Category of surrounding properties is Low Density Residential to the north, south, and west. The properties to the east have Employment Center future land use.*

*The Land Development Regulations provide specific height, bulk, setback, density, buffering, and other regulations to ensure compatibility between uses. Development heights will be limited to 35 feet which is compatible with the maximum allowable heights of areas zoned for single-family homes. The project narrative a Type A buffer is proposed along the east property line and the remaining perimeter will be a Type B buffer is required by the LDRs. Based on the above, it is concluded the application can be found **in conformance** with this factor.*

2. The recommended conditions to the concept development plan and other applicable regulations provide sufficient safeguards to the public interest.

*Consistency analysis: The proposed ordinance accompanying this Development Review Report recommends conditions which are intended to provide sufficient safeguards to protect the public interest. Thus, the application can be found **in conformance** with this requirement.*

3. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.

*Consistency analysis: This Development Review Report documents why the conditions have been imposed and demonstrate that they are reasonably related to the impacts caused by the development in relation to the public interest. Thus, the application can be found **in conformance** with this requirement.*

H. Other PUD Regulations.

1. LDR Section 20-144(i) is in regard to improvement plan approval.

*Consistency analysis: The Development Director concludes this factor is **not applicable** to the rezoning application because a Concept Development Plan needs to be approved before an Improvement Plan can be submitted.*

I. Conditions and Safeguards. LDR Section 20-1449 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: The Development Director recommends the Planning Commission impose any conditions on the Concept Development Plan. The Planning Commission, however, may recommend the imposition of additional Concept Development Plan conditions to safeguard the public health, safety and general welfare.

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 September 23, 2025, public hearing.

J. 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.

The Development Director caused written notice of the hearings to be mailed to all property owners within 1000 ft and such notice is on file.

IV. ATTACHMENTS

Exhibit A: General Location Map

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

Exhibit C: Official Zoning District Atlas amendment application, Excerpt

Exhibit D: Concept Development Plan

Exhibit E: 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 29.61 acres site located in south DeSoto County, on the west side of SW HWY 17.

B. The Development Director finds the Interim 2040 Future Land Use Map shows the property is designated Low-Density Residential (LDR).

C. The Development Director finds the Official Zoning District Atlas shows the property is currently zoned Commercial Neighborhood (CN) & Residential Multi-family Mixed District (RMF-M).

D. The Development Director finds that on January 6, 2025, an Official Zoning District Atlas amendment application (RZNE 0062-2025) was filed on behalf of the Applicant, TMV Properties Inc & McAlpine (Briarwood) Inc, which application proposes to rezone to Planned Unit Development (PUD).

E. LDR Sections 20-1345(c) and 20-144(h)(2)a 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.

F. LDR Section 20-1496(b) requires the Planning Commission review the application at a public hearing in accordance with quasi-judicial procedure, scheduled for October 7, 2025.

G. LDR Section 20-144(4)(2)3 requires that after the Planning Commission hearing, the application and staff report be forwarded to the Board for a public hearing. The application has been scheduled for October 28, 2025 Board public hearing.

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 can be found consistent with the Comprehensive Plan with conditions.

I. LDR Division 7 establishes an adoption process and the Planning Director concludes the application has been processed in conformance with the adoption process, as the application has been scheduled for Planning Commission and Board of County Commissioners public hearings.

J. LDR Section 20-1498 also includes criteria that must be considered when reviewing the application. The Planning Director finds and concludes the application meets those requirements and can be approved by the Board of County Commissioners.

K. The LDR establishes specific public notice requirements for an Official Zoning District Amendment Development Order Application. The Planning Director finds and concludes the application has been duly noticed in conformance with the public hearing requirements and public hearings have been scheduled before the Planning Commission and Board of County Commissioners.

VI. RECOMMENDED CONDITIONS FOR APPROVAL

1. All environmental permitting requirements shall be reflected on the Improvement Plan and copies of any required State and Federal permits or a letter of exemption shall be provided to the Development Department prior to issuance of the Notice to Proceed.
2. Landscape buffers shall be consistent with Section 20-600 Buffer Matrix or Sec. 20-603 Alternative Buffer Proposals and approved by the Development Department with the Improvement Plan.

3. A detailed transportation and access analysis, including safety and operational improvements needed shall be approved by the County Engineer with the Improvement Plan.
4. Stormwater engineering design and copies of State or Federal permit applications shall be provided with the Improvement Plan. The approved permits or letters of exemption shall be provided prior to issuance of the Notice to Proceed.
5. The Improvement Plan shall designate and provide usable open space per Section 20-144(f)(6) for Planned Unit Development projects and be approved by the Development Department.
6. The Improvement Plan shall show an internal neighborhood sidewalk extended to Lexington Place to the west and approved by the county engineer.

The following LDR deviations have been recommended for approval by the county engineer and are included as conditions of approval, to be shown on the Improvement Plan:

7. Deviation from Section 20-504(C) to eliminate all street shoulder requirements where a closed drainage system is present.
8. Deviation from Section 20-503 to allow for private residential rights-of-way to have a minimum width of 40 feet.
9. Deviation from Section 20-503 to allow the minimum centerline radii to comply with the State of Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the “Florida Greenbook”) as follows:

DESIGN SPEED	CENTERLINE RADIUS
15	50’
20	50’
25	180’
30	300’

10. Deviation from Engineering Detail D-15 “Maximum Cul-De-Sac Length” to allow for Cul-De-Sac lengths longer than 1,300 feet.
11. On-street parking is prohibited along cul-de-sacs that exceed a length of 1,300 feet. “No Parking” signs shall be installed along such cul-de-sac roadways and approved by the Development Department with the Improvement Plan.

VII. PLANNING COMMISSION ACTION

Planning Commission Recommendation. Approval of the PUD Rezone and Concept Plan with the staff recommended conditions. The vote was unanimous.

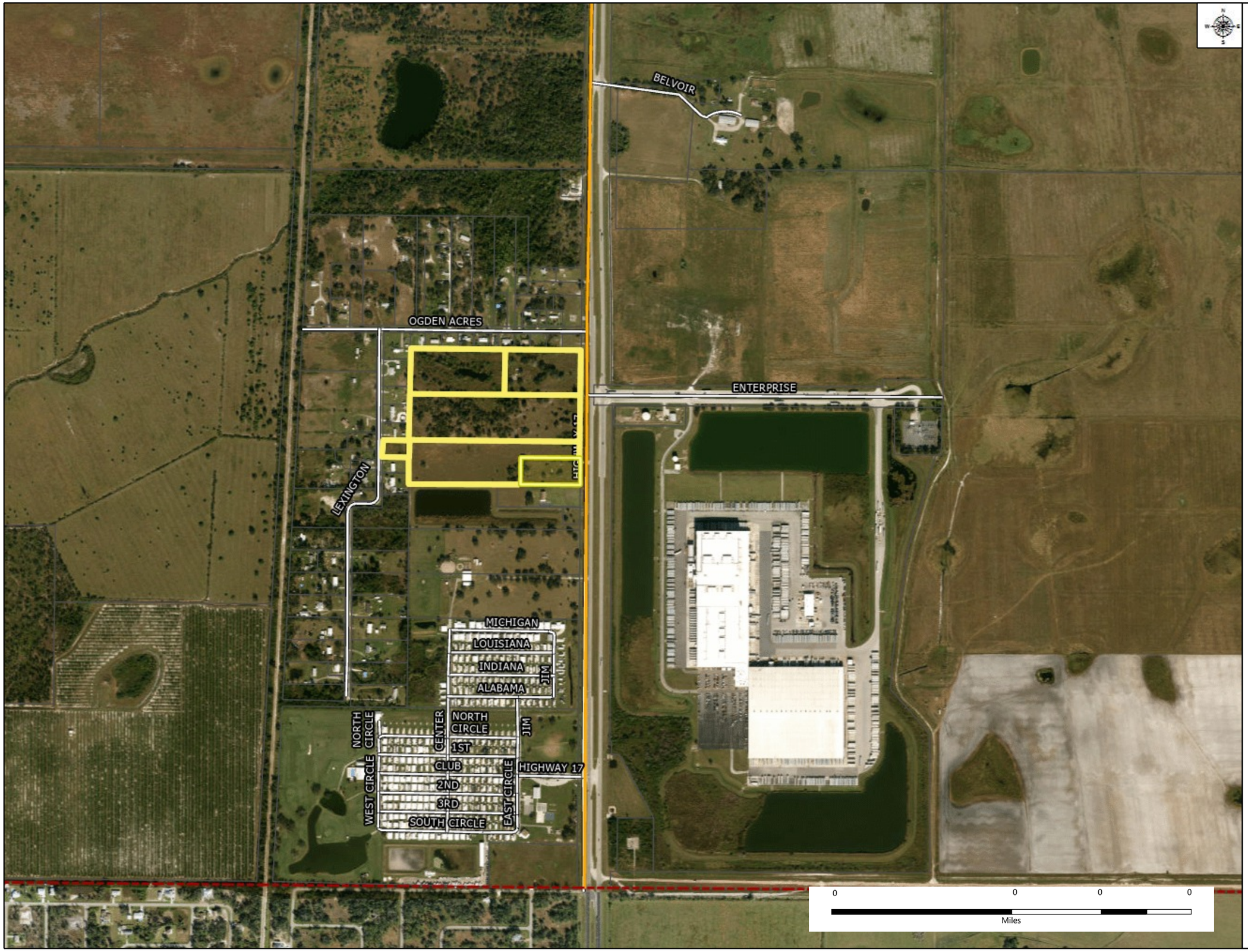
VIII. BOARD OF COUNTY COMMISSIONERS ALTERNATIVE MOTIONS:

Approval. Motion to enter into the record the Staff Report and **approve** the Ordinance for the Rezoning to PUD, with conditions**.**

Denial. Motion to enter into the record the Staff Report and **deny** the Ordinance for the Rezoning to PUD.

Table. Motion to enter into the record the Staff Report and **table** the Ordinance for the Rezoning to PUD to a future date.

Location Map
McAlpine PUD

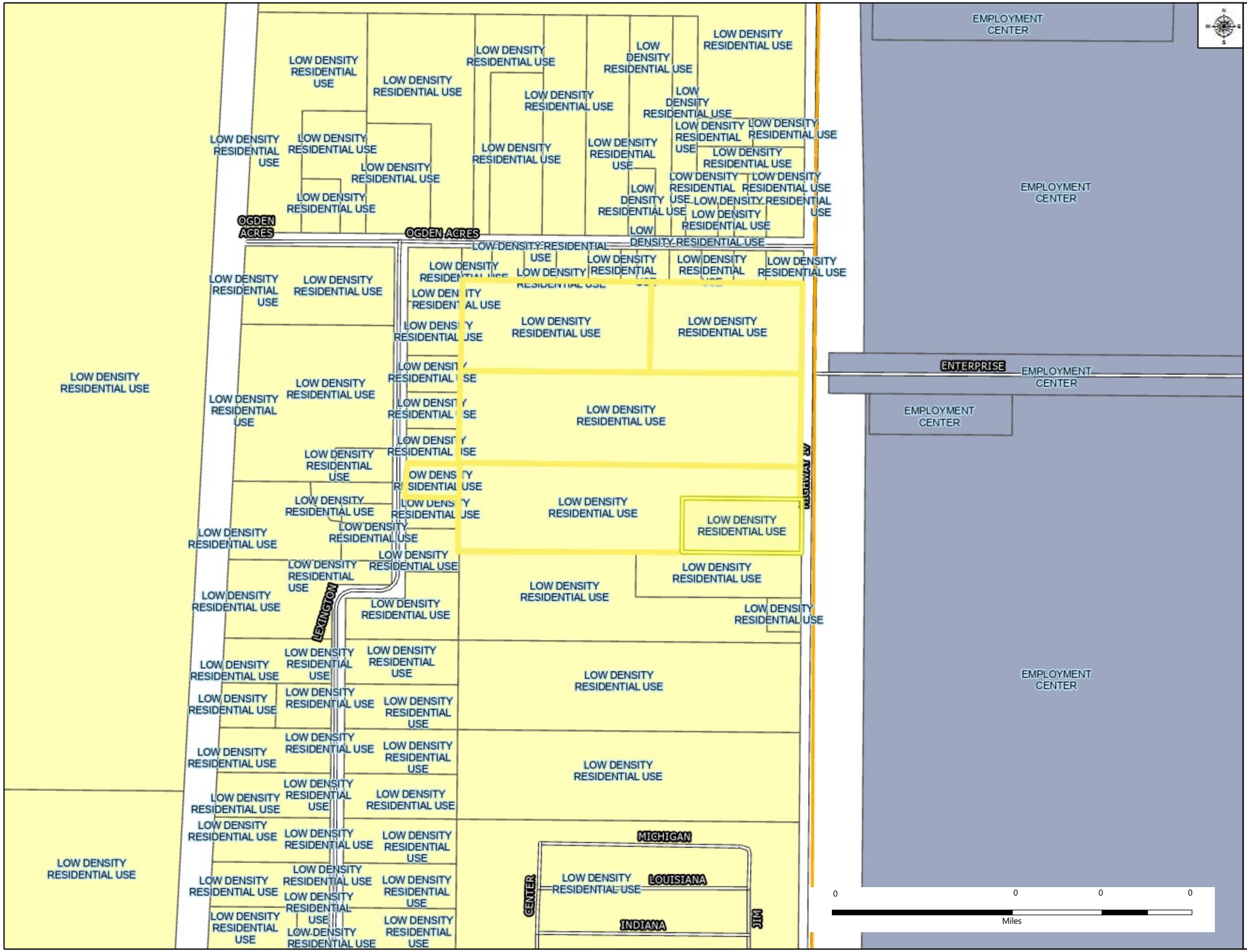


Street Labels
Major Road Labels
County Boundary
Major Roads
Streets
Parcels

September 24, 2025

Prepared By

HORNER SHIFRIN



FLU Map
McAlpine PUD

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

FLUM 2040

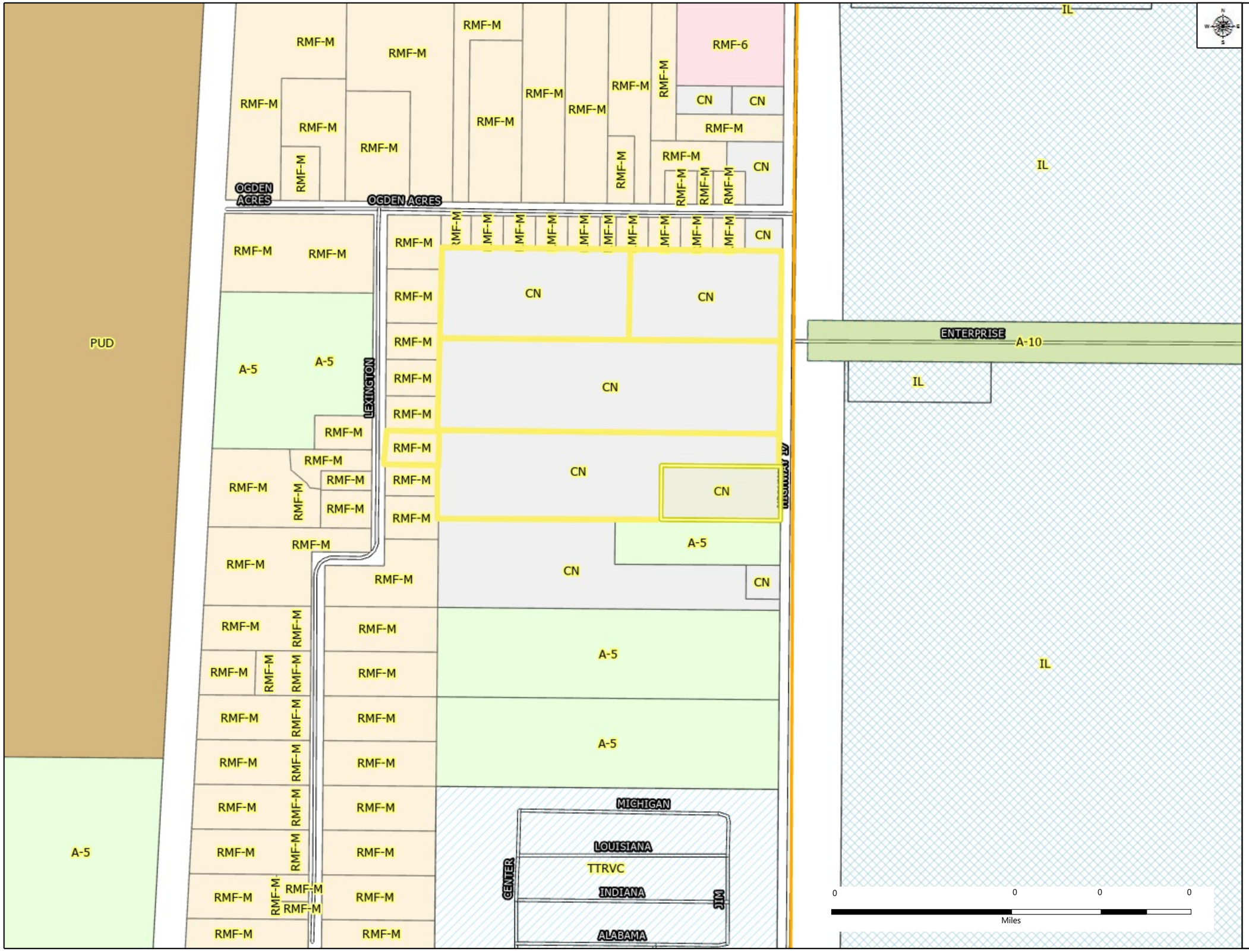
- Preservation
- Rural/Agriculture
- Low Density Residential
- Medium Density Residential
- Neighborhood Mixed Use
- Employment Center
- Commercial
- Urban Center Mixed Use
- Public Land/Institutional
- Electrical Generating Facility

September 24, 2025

Prepared By

HORNER SHIFRIN

Zoning Map
McAlpine PUD

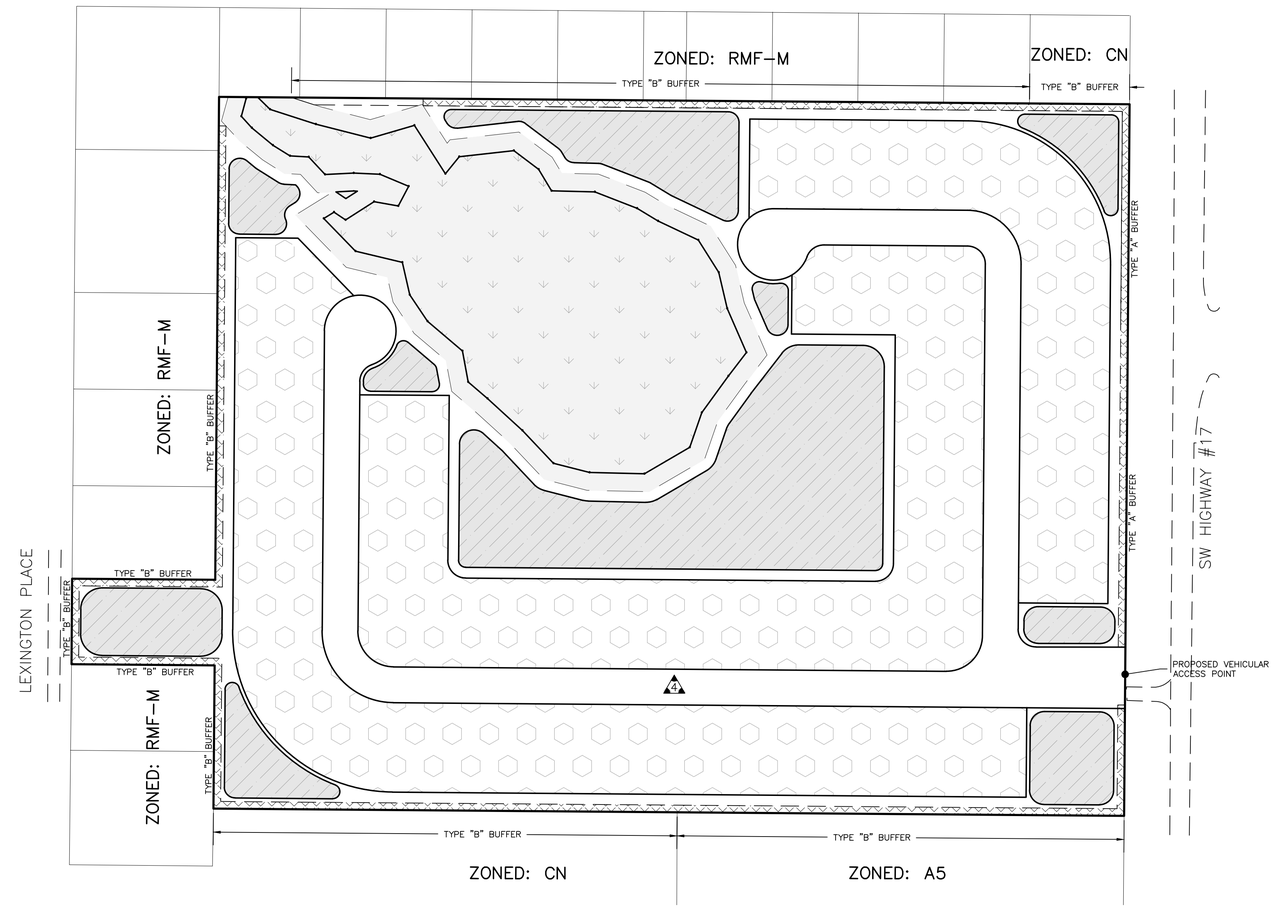


Street Labels
Major Road Labels
Zoning Labels
Zoning Designation

- A-10
- A-5
- CE
- CG
- CITY
- CN
- IH
- IL
- ILE
- MHP
- MHS
- P/I
- PM-I
- PUD
- RM
- RMF-12
- RMF-6
- RMF-8
- RMF-M
- ROI
- RSF

September 24, 2025

Prepared By
HORNER SHIFRIN



PUD NOTES

1. PROJECT IS PROPOSED TO BE CONSTRUCTED IN PHASES. PROPOSED PHASING WILL BE INCLUDED AT IMPROVEMENT PLAN SUBMITTAL.
2. SIDEWALKS OR PATHWAYS SHALL BE PROVIDED ON ONE SIDE ONLY OF ALL INTERNAL ROADWAYS.
3. LOT WIDTH FOR CUL-DE-SAC LOTS WILL BE THE WIDTH MEASURED AT THE MID-POINT OF THE LOT DEPTH.
4. NEIGHBORHOOD SIGNAGE MAY BE PROVIDED AT EACH RESIDENTIAL AREA ENTRANCE.
5. MODEL HOMES MAY BE ALLOWED FOR UP TO TEN (10) YEARS OR UNTIL COMPLETION OF LOT SALES.
6. ALL ROADS WITHIN THE PLANNED DEVELOPMENT SHALL BE PRIVATELY OWNED AND MAINTAINED, UNLESS DEDICATED TO AND ACCEPTED BY A COMMUNITY DEVELOPMENT DISTRICT FOR MAINTENANCE PURPOSE.
7. SIGNS SHALL BE OF A UNIFORM DESIGN IN COMPLIANCE WITH ALL APPLICABLE CODES GOVERNING THEIR SIZES AND SHAPES, ETC. COMMUNITY DIRECTIONAL AND IDENTIFICATION SIGNS SHALL BE PERMITTED WITHIN PRIVATE RIGHT-OF-WAYS.
8. MINOR CHANGES IN THE CONCEPT DEVELOPMENT PLAN IN ACCORDANCE WITH SECTION 20-144 (J)(1) SHALL BE ADMINISTRATIVELY ALLOWED SUBJECT TO DIRECTOR APPROVAL.
9. OPTIONAL STREET LIGHTS ARE PROPOSED WITHIN PRIVATE RIGHT OF WAY AREAS.
10. ALL LANDSCAPE BUFFERS ARE PROPOSED TO BE IN CONFORMANCE WITH SECTION 20-604 BUFFER DIAGRAMS.
11. MAX DEPTH OF ALL PROPOSED STORM WATER LAKES IS 25 FEET FROM SEASONAL HIGH WATER TABLE.
12. THE GROSS ACREAGE OF THE SITE IS 29.61 ACRES.
13. THE TOTAL MAXIMUM NUMBER OF LOTS PROPOSED IS 49 AND THE MINIMUM LOT SIZES WILL BE PER THE PROPOSED PROPERTY DEVELOPMENT REGULATIONS LISTED ON THE PUD CONCEPT PLAN.
14. THERE ARE NO EXISTING SIDEWALKS LOCATED ADJACENT TO THE PROPERTY.

DEVIATIONS

1. DEVIATION FROM SECTION 20-504(C) TO ELIMINATE ALL STREET SHOULDER REQUIREMENTS WHERE A CLOSED DRAINAGE SYSTEM IS PRESENT.
2. DEVIATION FROM SECTION 20-503. TO ALLOW FOR PRIVATE RESIDENTIAL RIGHT-OF-WAYS TO HAVE A MINIMUM WIDTH OF 40 FEET.
3. DEVIATION FROM SECTION 20-503 TO ALLOW THE MINIMUM CENTERLINE RADII TO COMPLY WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (COMMONLY KNOWN AS THE "FLORIDA GREENBOOK") AS FOLLOWS:

DESIGN SPEED	CENTERLINE RADIUS
15	50'
20	50'
25	180'
30	300'

4. DEVIATION FROM ENGINEERING DETAIL D-15 "MAXIMUM CUL-DE-SAC LENGTH" TO ALLOW FOR CUL-DE-SACS WITH LENGTHS LONGER THAN 1,300 FEET.

PROPOSED PARKING RATIOS

ALL RESIDENTIAL USES: 2 SPACES PER UNIT

LAND USE TABLE

PUD DEVELOPMENT AREA	29.61 AC.	(100.0%)
RESIDENTIAL AREA	13.79 AC.	(46.6%)
STORMWATER AREA	4.78 AC.	(16.2%)
WETLAND/WETLAND BUFFER AREA	4.87 AC.	(16.4%)
COMMON OPEN SPACE AREA	2.88 AC.	(9.7%)
RIGHT OF WAY AREA	3.29 AC.	(11.1%)

OPEN SPACE

REQUIRED:
29.61 AC (PUD DEVELOPMENT AREA) 25% = 7.40 AC

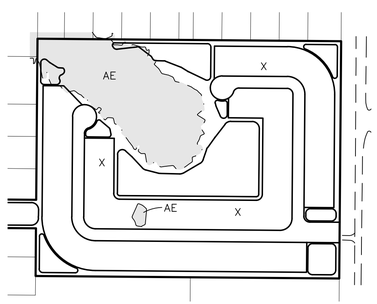
PROVIDED:

WETLAND / WETLAND BUFFER AREA	4.87 AC.
STORMWATER AREA (50%)	2.39 AC.
COMMON OPEN SPACE AREA	2.88 AC.
TOTAL PROPOSED:	10.14 AC (34.2%)

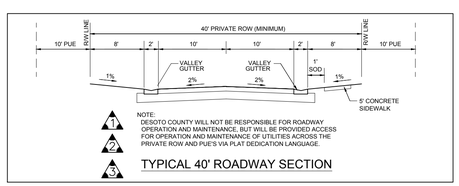
DENSITY

MAXIMUM PROPOSED DENSITY (PUD): 49 UNITS

DENSITY = MAXIMUM UNITS/PUD DEVELOPMENT AREA
= 49 UNITS/29.61 ACRES
= 1.65 UNITS/ACRE



FEMA INSET
SCALE: 1"=500'



NOTE:
1. DESOTO COUNTY WILL NOT BE RESPONSIBLE FOR ROADWAY OPERATION AND MAINTENANCE, BUT WILL BE PROVIDED ACCESS FOR OPERATION AND MAINTENANCE OF UTILITIES ACROSS THE PRIVATE ROW AND PUE'S VIA PLAT DEDICATION LANGUAGE.

TYPICAL 40' ROADWAY SECTION

LEGEND:

- RESIDENTIAL TRACT AREA
- STORMWATER AREA
- WETLANDS / WETLANDS BUFFER PRESERVE AREA
- BUFFER AREA

PROPERTY DEVELOPMENT REGULATIONS

LAND USE	MIN. LOT AREA (SF)	MIN. LOT WIDTH	MIN. LOT DEPTH	MAX. LOT COVERAGE **	SETBACKS (FT) FRONT	SIDE	CORNER	REAR	WATER	PROJECT PERIMETER	BUILDING SEPARATION	MAX. HT.(FT)	RESIDENTIAL USE ALLOWED BY AREA
SINGLE FAMILY	4,000	40'	100'	60%	20'	5'	7.5'	10'	20'*	20'	N/A	35'	ALL AREAS
SINGLE-FAMILY ATTACHED	3,000	30'	100'	70%	20'	0/5'	7.5'	10'	20'*	20'	10'	35'	ALL AREAS
POOLS, DECKS, SCREEN ENCLOSURES	N/A	N/A	N/A	N/A	20'	5'	7.5'	5'	20'*	20'	10'	N/A	ALL AREAS
AMENITY AREA	10,000	N/A	N/A	45%	20'	10'	10'	10'	20'*	20'	10'	35'	ALL AREAS
AMENITY AREA ACCESSORIES	1,000	N/A	N/A	N/A	20'	10'	10'	15'	20'*	20'	10'	25'	ALL AREAS
AGRICULTURE ***	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	ALL AREAS

NOTES:
* SETBACK OCCURS FROM SEASONAL HIGH WATER LINE OF WATER BODY.
** LOT COVERAGE IS IN REGARDS TO BUILDINGS ONLY.
*** CONTINUATION OF A BONAFIDE AGRICULTURAL USE WITH NO LAPSE IN USE IN EXCESS OF 12 MONTHS. THE AGRICULTURAL USE IS TERMINATED ONCE FIRST BUILDING PERMIT IS ISSUED PER PLATTED TRACT. BONAFIDE AGRICULTURAL USE MAY CONTINUE ON ANY AREA OF LAND WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.

ATWELL
866.850.4200 www.atwell-group.com
4161 TAMIAMI TRAIL, BLDG 5, UNIT 501
PORT CHARLOTTE, FL 33952
941.625.1165

0 100 200
SCALE: 1"= 100'

PUD CONCEPT PLAN

McALPINE PROPERTY

DESOTO COUNTY, FLORIDA

PREPARED FOR:

NO.	DATE	REVISION DESCRIPTION	BY

811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE AT THE TIME OF THEIR IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE EACH ACCURATE. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

TODD R. REBOL, P.E.
LICENSE NO. 84040

DRAFTED BY:	DESIGNED BY:	REVIEWED BY:
TBV	DSZ	TRR
PROJECT NUMBER: 24006511	COMPLETION DATE: 4-10-25	SURVEY DATUM: –
BOOK AND PAGE:		

SHEET 1 OF 1

S:\jobs\24006511 - McAlpine Parcel - Manvel\USNGINEER\PUD CONCEPT PLAN\24006511 PD.dwg, 4/10/2025 8:22:46 AM, TODD WINN, ATWELL, LLC

DESOTO COUNTY, FLORIDA
ORDINANCE 2025- _____

AN ORDINANCE OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE OFFICIAL ZONING ATLAS IDENTIFIED IN LAND DEVELOPMENT REGULATIONS ARTICLE 2, ZONING DISTRICTS AND REQUIREMENTS, SECTION 2001, ESTABLISHMENT OF ZONING DISTRICTS; GRANTING TO THE OWNER, TMV PROPERTIES INC & MCALPINE (BRIARWOOD) INC., AN OFFICIAL ZONING DISTRICT ATLAS AMENDMENT (RZNE-0062-2025) BY CHANGING THE ZONING DISTRICT OF +/- 29.61 ACRES ON SIX (6) CONTIGUOUS PARCELS FROM COMMERCIAL NEIGHBORHOOD (CN) AND RESIDENTIAL MULTIFAMILY MIXED DISTRICT (RMF-M) TO PLANNED UNIT DEVELOPMENT (PUD) WITH A CONCEPT DEVELOPMENT PLAN, FOR 49 ATTACHED AND DETACHED SINGLE-FAMILY HOMES, WITH CONDITIONS, GENERALLY LOCATED IN SOUTHWEST DESOTO COUNTY, ALONG SW HIGHWAY 17 AND SOUTH OF SW OGDEN ACRES ROAD. THE PROPERTY IDENTIFICATION NUMBERS BEING 36-39-23-0000-0060-0000; 36-39-23-0000-0061-0000; 36-39-23-0254-0000-0121; 36-39-23-0000-0110-0000; 36-39-23-0000-0100-0000; AND 36-39-23-0000-0101-0000; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is owned by TMV Properties Inc & McAlpine (Briarwood) Inc., and consists of a +/- 29.61 acre property located in southwest DeSoto County, along SW-Highway 17 and south of SW Ogden Acres Road, Arcadia, FL, the Property Identification Numbers being 36-39-23-0000-0060-0000; 36-39-23-0000-0061-0000; 36-39-23-0254-0000-0121; 36-39-23-0000-0110-0000; 36-39-23-0000-0100-0000; and 36-39-23-0000-0101-0000 (Exhibit A); and

WHEREAS, the Interim 2040 Future Land Use Map shows the +/- 29.61-acre parcel is designated Low-Density Residential Land Use (Exhibit B); and

WHEREAS, an Official Zoning District Atlas amendment application was filed with the Development Department, to change the zoning district of the property from Commercial Neighborhood (CN) and Residential Multifamily Mixed District (RMF-M) to Planned Unit Development (PUD); 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 October 7, 2025, Planning Commission meeting; and

WHEREAS, at October 7, 2025, Planning Commission hearing, the Commission entered into the record the Development Review Report and all other competent substantial evidence presented at the hearing, adopted the findings and conclusions contained therein, and forwarded the record to the Board of County Commissioners with a unanimous recommendation that the proposed Ordinance be adopted as presented with conditions; and

WHEREAS, on October 28, 2025, the DeSoto Board of County Commissioners (Board) held a duly noticed public hearing on application number RZNE-0062-2025, and the Board considered the Development Review Report and recommendation, the Planning Commission recommendation and all substantial competent evidence presented at the Planning Commission hearing, all other competent substantial evidence presented at the Board public hearings, and determined that the application complies with the DeSoto County Comprehensive Plan, the Land Development Regulations and all other applicable regulations provided conditions are imposed; and

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 +/- 29.61-acre property located in southwest DeSoto County, along SW Highway 17 and south of SW Ogden Acres Road, Arcadia, FL, the Property Identification Numbers being 36-39-23-0000-0060-0000; 36-39-23-0000-0061-0000; 36-39-23-0254-0000-0121; 36-39-23-0000-0110-0000; 36-39-23-0000-0100-0000; and 36-39-23-0000-0101-0000.

Section 3. *Development order approval*, TMV Properties Inc & McAlpine (Briarwood) Inc., owner, is hereby granted an Official Zoning District Atlas amendment (RZNE-0062-2025) changing the +/- 29.61 acres from Commercial Neighborhood (CN) and Residential Multifamily Mixed District (RMF-M) to Planned Unit Development (PUD); TMV Properties Inc & McAlpine (Briarwood) Inc. shall be bound by the Concept Development Plan attached hereto and incorporated herein as Exhibit "C" and further agree to be bound by the following conditions:

1. All environmental permitting requirements shall be reflected on the Improvement Plan and copies of any required State and Federal permits or a letter of exemption shall be provided to the Development Department prior to issuance of the Notice to Proceed.
2. Landscape buffers shall be consistent with Section 20-600 Buffer Matrix or Sec. 20-603 Alternative Buffer Proposals and approved by the Development Department with the Improvement Plan.
3. A detailed transportation and access analysis, including safety and operational improvements needed shall be approved by the County Engineer with the Improvement Plan.
4. Stormwater engineering design and copies of State or Federal permit applications shall be provided with the Improvement Plan. The approved permits or letters of exemption shall be provided prior to issuance of the Notice to Proceed.
5. The Improvement Plan shall designate and provide usable open space per Section 20-144(f)(6) for Planned Unit Development projects and be approved by the Development Department.
6. The Improvement Plan shall show an internal neighborhood sidewalk extended to Lexington Place to the west and approved by the county engineer.

The following LDR deviations have been recommended for approval by the county engineer and are included as conditions of approval, to be shown on the Improvement Plan:

7. Deviation from Section 20-504(C) to eliminate all street shoulder requirements where a closed drainage system is present.
8. Deviation from Section 20-503 to allow for private residential rights-of-way to have a minimum width of 40 feet.
9. Deviation from Section 20-503 to allow the minimum centerline radii to comply with the State of Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and

Highways (commonly known as the "Florida Greenbook") as

DESIGN SPEED	CENTERLINE RADIUS
15	50'
20	50'
25	180'
30	300'

10. Deviation from Engineering Detail D-15 "Maximum Cul-De-Sac Length" to allow for Cul-De-Sac lengths longer than 1,300 feet.
11. On-street parking is prohibited along cul-de-sacs that exceed a length of 1,300 feet. "No Parking" signs shall be installed along such cul-de-sac roadways and approved by the Development Department with the Improvement Plan.

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

Section 5. This Ordinance shall take effect upon adoption.

PASSED AND DULY ADOPTED in DeSoto County, Florida this 28th day of October 2025.

ATTEST:

By:_____
Mandy J. Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

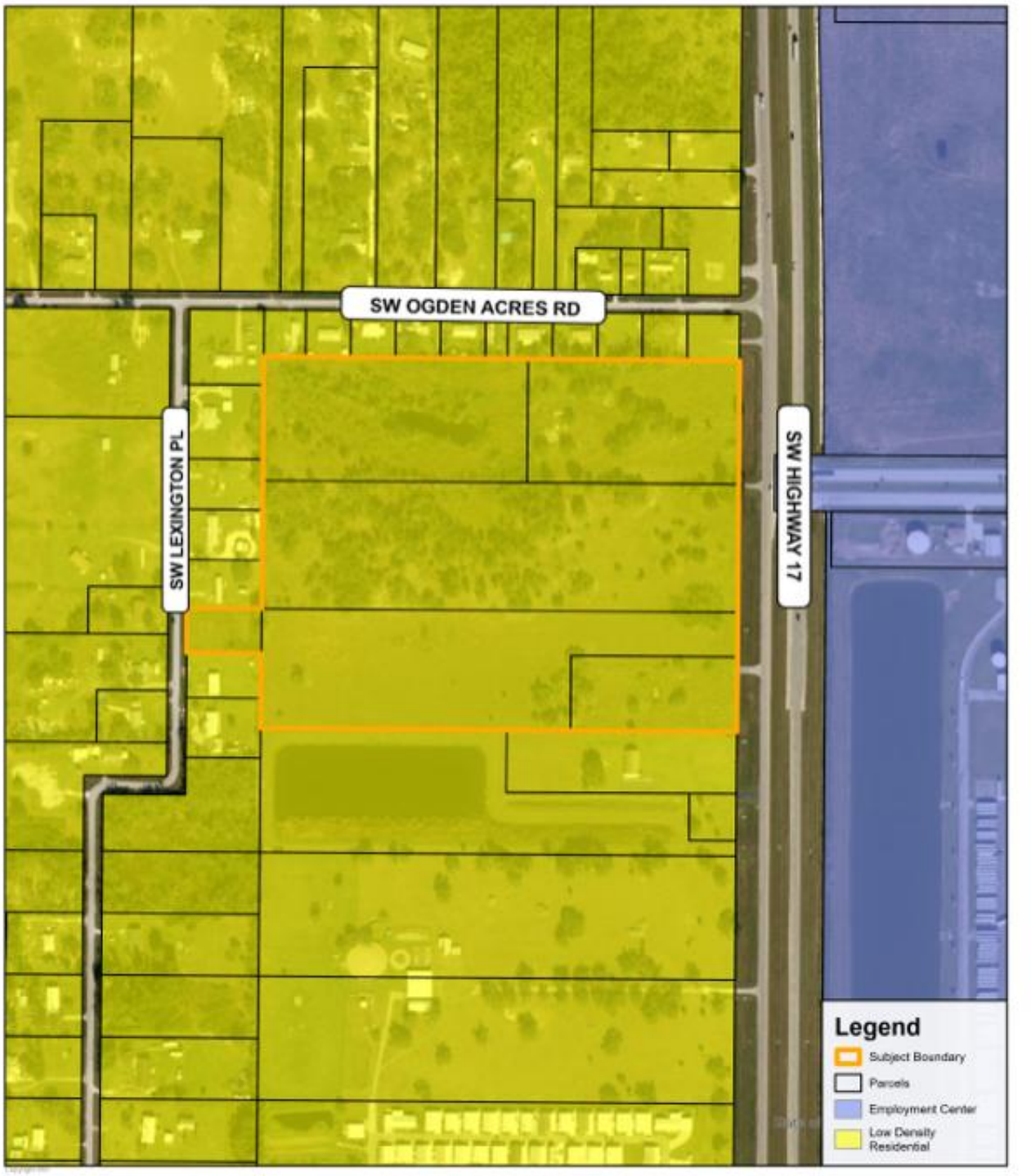
By: _____
J.C. Deriso, Chairman
Board of County Commissioners

Approved as to Form and Correctness:

By: _____
Valerie Vicente,
County Attorney

Exhibit A; General Location Map:

Exhibit B; Future Land Use Map:



RVi

8725 Pendery Place
Suite 101
Sarasota, FL 34201
Tel: 941.379.8600
www.rviplanning.com

MCALPINE PLANNED DEVELOPMENT• **FUTURE LAND USE MAP**

DeSoto County, FL

10/24/2024

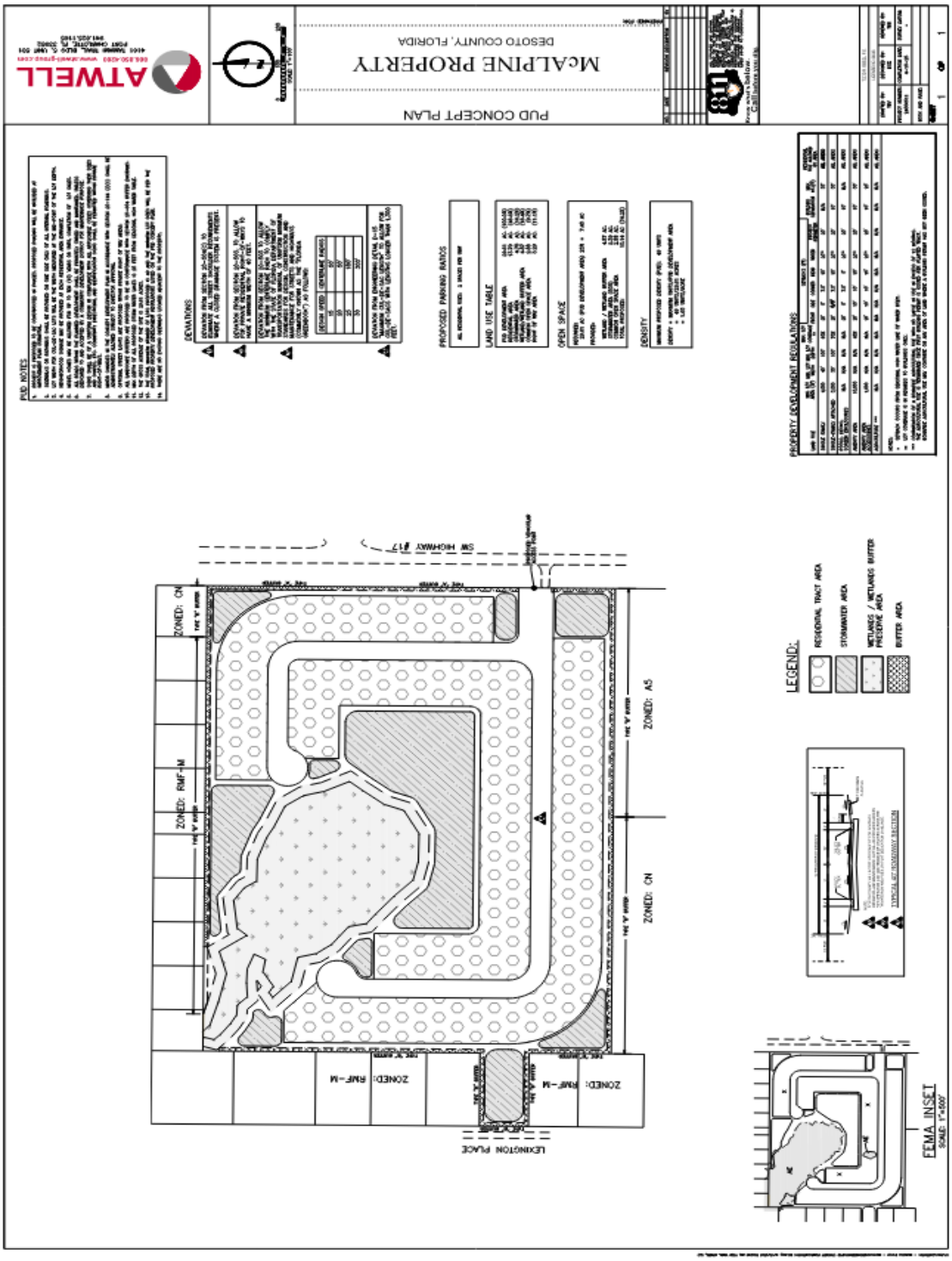
24006510

Maronda Homes

0 250 500
Feet

Information contained regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

Exhibit C; Concept Development Plan



DeSoto County

10/28/2025

Item #: 24.

☐ 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 G. Mendieta Olvera / Rezone (RZNE-0070-2025)

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

SUMMARY:
The applicant has applied for an Official Zoning District Atlas Amendment application (RZNE-0070-2025) to rezone ±1.11 acres from Agricultural-5 (A-5) to Residential Single Family-1 (RSF-1).

BACKGROUND:
The application is a request to amend the Official Zoning District Atlas by changing the zoning district of ±1.11 acres from Agricultural-5 (A-5), 1 dwelling unit per 5 acres, to Residential Single Family-1 (RSF-1), 1 dwelling unit per acre.

The Interim 2040 Future Land Use Map shows the property is designated as Low Density Residential, which allows up to 2 dwelling units per acre. Future Land Use Element Objective 1.4 defines the Low-Density Residential category., as follows: "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."

The Official Zoning District Atlas shows the property is located within the Agricultural-5

(A-5) zoning district. The rezone application states the applicant for this Official Zoning District Atlas amendment is Maria G. Mendieta Olvera.
The subject 1.1-acre parcel is a portion of a 2.23-acre Lot of Record; and while it is unclear when the Lot of Record was split in half, research on the Property Appraiser's website shows that it has been in the current configuration since April 11, 1994.

The Lot of Record was non-conforming to the A-5 district minimum lot area requirements and the non-conformity was increased when the parcel was split in half. Approval of the proposed rezoning will allow the parcel to comply with the minimum zoning standards of the RSF-1 district and eliminate the non-conformity for the subject parcel.

DeSoto County has an historical practice of requiring the issuance of a Zoning Letter prior to issuance of a Building Permit. The Zoning Letter confirms that a parcel has access, that the use is allowed, and the parcel meets the required dimensional standards; however, the practice does not include researching the history of the parcel creation and whether creation of the parcel was in conformance with subdivision regulations. In alignment with this practice, approval of the RSF-1 zoning will allow the subject parcel to be eligible for a future building permit. The subject property is currently occupied with a single wide mobile home. The application narrative states an intent to build a single-family home.

DESOTO COUNTY DEVELOPMENT DEPARTMENT
STAFF REPORT

CASE #:	RZNE-0070-2025
REQUEST:	Rezone from Agricultural - 5 (A-5) to Residential Single Family - 1 (RSF-1)
PROPERTY OWNER:	Maria G. Mendieta Olvera 2563 SW Hillsborough Avenue Arcadia, FL 34266
PROPERTY ID:	12-38-24-0000-0140-0000
PROPERTY ADDRESS:	2563 SW Hillsborough Ave., Arcadia, FL 34266
TOTAL PARCEL SIZE:	± 1.11 acres
FUTURE LAND USE DESIGNATION:	Low Density Residential
OVERLAY DISTRICT:	None

DEVELOPMENT REVIEW REPORT

The applicant has applied for an Official Zoning District Atlas Amendment application (RZNE-0070-2025) to rezone ±1.11 acres from Agricultural-5 (A-5) to Residential Single Family-1 (RSF-1).

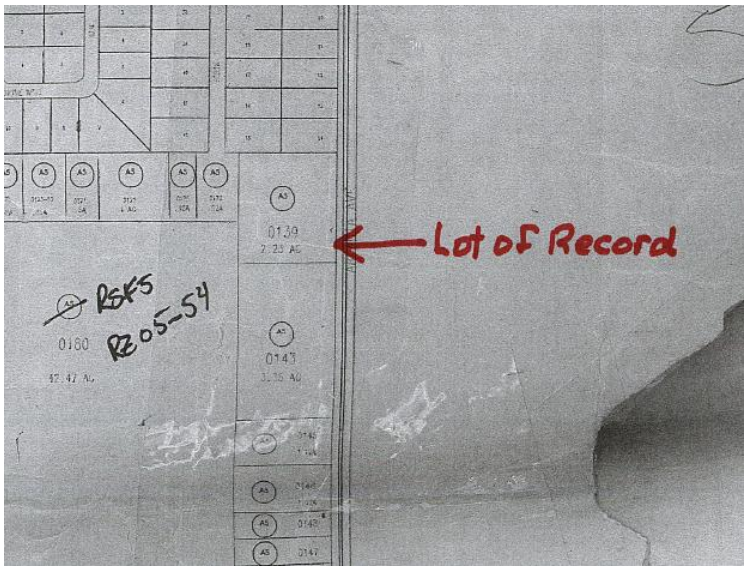
The property is generally located in central DeSoto County, at 2563 SW Hillsborough Avenue, east of SW Highway 17. The DeSoto County Land Development Regulations Article XI, Division 7 requires the Planning Commission/Local Planning Agency to hold at least one public hearing with due public notice on 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 ±1.11 acres from Agricultural-5 (A-5), 1 dwelling unit per 5 acres, to Residential Single Family-1 (RSF-1), 1 dwelling unit per acre.

The Interim 2040 Future Land Use Map shows the property is designated as Low Density Residential, which allows up to 2 dwelling units per acre. Future Land Use Element Objective 1.4 defines the Low-Density Residential category., as follows: "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."

The Official Zoning District Atlas shows the property is located within the Agricultural-5 (A-5) zoning district. The rezone application states the applicant for this Official Zoning District Atlas amendment is Maria G. Mendieta Olvera.



The subject 1.1-acre parcel is a portion of a 2.23-acre Lot of Record; and while it is unclear when the Lot of Record was split in half, research on the Property Appraiser's website shows that it has been in the current configuration since April 11, 1994.

The Lot of Record was non-conforming to the A-5 district minimum lot area requirements and the non-conformity was increased when the parcel was split in half. Approval of the proposed rezoning will allow the parcel to comply with the minimum zoning standards of the RSF-1 district and eliminate the non-conformity for the subject parcel.

DeSoto County has an historical practice of requiring the issuance of a Zoning Letter prior to issuance of a Building Permit. The Zoning Letter confirms that a parcel has access, that the use is allowed, and the parcel meets the required dimensional standards; however, the practice does not include researching the history of the parcel creation and whether creation of the parcel was in conformance with subdivision regulations. In

alignment with this practice, approval of the RSF-1 zoning will allow the subject parcel to be eligible for a future building permit. The subject property is currently occupied with a single wide mobile home. The application narrative states an intent to build a single-family home.

II. PROPOSED ORDINANCE

An Ordinance of the Desoto County, Florida Board of County Commissioners, amending the Official Zoning Atlas for a +/- 1.11 acre parcel from Agricultural-5 (A-5) to Residential Single Family-1 (RSF-1) for property located at 2563 SW Hillsborough Avenue, Arcadia, the Property Identification Number being 12-38-24-0000-0140-0000; providing for an effective date.

III. DATA & ANALYSIS

In all quasi-judicial proceedings, the applicant shall bear the burden of demonstrating through competent and substantial evidence that the application satisfies the standards and requirements of the LDR's and the Comprehensive Plan.

LDR Article XI, Administration and Enforcement, Division 7 addresses Official Zoning District Atlas amendment (rezone) and LDR text amendment applications. LDR Section 20-1650 defines 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 Commissioners and certified and dated by the Chairman, as may be amended from time to time. Zoning District symbols are depicted within each boundary.

A. Application requirements. Land Development Regulations Section 20-1496 establishes two prerequisites for the filing of an Official Zoning District Atlas amendment as shown below.

1. Initiation. Section 20-1496(a) restricts the persons who may initiate an Official Zoning District Atlas amendment to the following:
   - Board of County Commissioners;
   - Planning Commission;
   - Board of Adjustment;
   - Any other department of agency of the County; or

- Any person other than those listed above; provided, however, that no person shall propose an amendment for the rezoning of property (except as agent or attorney for an owner) which he does not own. The name of the owner shall appear on each application.

Consistency analysis: The Planning Director finds that on March 31, 2025, an Official Zoning District Atlas amendment application (RZNE-0070-2025) and fee were filed with the Development Department. The Planning Director finds the Official Zoning District Atlas amendment application executed by Maria G. Mendieta Olvera, as owner of the property. Based on the above findings, it is concluded the application ***is in conformance*** *with this requirement.*

2. Filing requirements. Section 20-1496(b) provides that all proposals for zoning amendments shall be submitted in writing to the Development Department, accompanied by all pertinent information required by the LDR and the application along with payment of the application fee.

Consistency analysis: The written Official Zoning District Atlas application and fees were filed with the Development Department on March 31, 2025.

Based on the above findings, the Planning Director concludes the application can be found ***s in conformance*** *with the filing requirements in LDR Section 20-1496(b) for rezoning.*

B. The Planning Director review. "Development Director" and "Planning Director" shall be considered synonymous references in this staff report, as the LDR has not been updated to reflect the change of title. LDR Section 20-1497 addresses The Development Director review.

1. Section 20-1497(a) provides that upon receipt of an application; the Planning Director shall determine whether the application is complete. If the application is complete, it will be accepted for review. If the application is incomplete, the Planning Director shall specify in writing the additional information required in order for the application to be processed. No further action shall be taken on the application until the additional information is submitted and determined to be complete.

Consistency analysis: The Planning Director provided notice that the rezone application was found to be complete on May 1, 2025. The Planning Director finds that the Development Department processed the application ***in conformance*** *with LDR Section 20-1497(a).*

2. Section 20-1497(b) provides that after receipt of a complete application; the Planning Director shall distribute the application for review by the Development Review Committee (DRC).

   Consistency analysis: The Planning Director finds the application package was distributed to DRC members after each filing. DRC Comments were issued on May 1, 2025. The Planning Director finds the Development Department has processed the application ***in conformance*** *with the requirements of LDR Section 20-1497(b).*

3. Section 20-1497(c) provides that upon completion of review; the Planning Department shall prepare a staff report and schedule review of the application at a public hearing by the Planning Commission.

   Consistency analysis: This Development Review Report was provided to the authorized agent for review and comment. The Planning Director finds the Development Department has processed application ***in conformance*** *with LDR Section 20-1497(c).*

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

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

   Consistency analysis: The Planning Director has reviewed the application against the Comprehensive Plan and concludes it can be found to be consistent.

   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	Residential - up to 2 dwelling units per acre

Consistency analysis: *The property currently is designated Low Density Residential Land Use on the Future Land Use Map and the proposed rezone to RSF-1 is a consistent zoning category. ,If the rezone is approved, it will allow for a maximum density of 1 dwelling unit per acre (±1.11 acres x 1 dwelling unit per acre = 1 dwelling unit maximum). The subject property is currently occupied with a single wide mobile home. The application narrative states an intent to build a single-family home.*

Based on the above findings, it is concluded the application ***can be found to be consistent*** *with this policy.*

FLUE Policy 1.1.9: Zoning District Application Table. The County shall amend its Land Development Regulations to include land use/zoning regulations/tables establishing zoning districts that implement current and future land use categories.
Consistency analysis: The existing A-5 zoning district is consistent with the Low-Density Residential Future Land Use designation. The request to rezone to RSF-1 is also consistent with the Low-Density Residential Future Land Use designation, with conformance to policies 1.4.1 through 1.4.6 and Section 20-128 for Residential Single Family (RSF-1) District standards. Based on these findings, it is concluded the application ***can be found to be consistent*** *with this policy.*

FLUE 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 location, availability and capacity of public services and facilities; the proximity to similar densities/intensities; the location within the transportation network; and environmental protection.

The rezoning review has considered Section 20-128 Residential Single Family -1 District standards and the requirements therein. Based on these findings, it is concluded the application ***can be found to be consistent*** *with this policy.*

FLUE Objective 1.4: Low Density Residential 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.

Consistency analysis: *The proposed rezoning to RSF-1 can be found to be consistent with Objective 1.4, the Low-Density Residential Category, as defined.*

FLUE Policy 1.4.2: *Low Density Residential Use Category Uses.* The primary use of this category shall be residential, in a variety of low densities and styles. A sustainable mix of neighborhood scale commercial uses may be introduced only as a part of the PUD process for developments of 1000 dwelling units or greater. The commercial area shall be located at the intersections of collector and/or arterial roads and shall be separated approximately 2 miles from other existing and/or future commercial designated areas. Schools and other public facilities shall be permitted with appropriate buffering. The zoning district uses, and development standards contained in the Land Development Regulations shall carry out the specific intent of this land use category.

Consistency analysis: The proposed rezoning to RSF-1 can be found to be generally consistent with Policy 1.4.2, as the parcel will be developed residentially at a low-density. The subject property is currently occupied with a single wide mobile home and is adjacent to and within an area of Low Density Residential designated land uses.

The parcel is located in central DeSoto County, on SW Hillsborough Avenue. Abutting parcels have a Low-Density Residential future land use and A-5, RSF-2, and RSF-5 zoning and range from .44 acre to 70 acres. Future development applications must conform to all required Federal, State, and County permitting requirements. Based on the above findings, it is concluded the application ***can be found to be consistent*** *with this Policy.*

Policy 1.4.3: ***Low Density Residential Use Category Sustainability*****.** The minimum density permitted within this category will be two dwelling units per acre.

Consistency analysis: *The subject parcel is 1.1 acre and located in central DeSoto County, on SW Hillsborough Avenue. Policy 1.4.3 requires a minimum density of 2 dwelling units per acre (du/ac), but conflicts with other policies in the Comprehensive Plan that require a maximum density of 2 du/ac. The application of a minimum density in the Low Density Residential category has been historically applied to land that has public utilities available for connection. DeSoto County does not have utilities available in this area, and therefore the subject parcel is not required to be developed at a minimum of 2 du/ac. Based on the above findings, it is concluded the application* ***can be found to be*** *consistent with this Policy.*

Policy 1.4.4: ***Low Density Residential Open Space.*** All development within the Low-Density Residential Category shall provide open space through clustering of units in order to reduce the footprint on a site. Development shall provide a minimum of 25 percent open space.

Consistency analysis: *Any future development will have to be consistent with Section 20-128 Residential Single Family (RSF-1) District standards, including a maximum impervious lot coverage of 35%, which will be evaluated with a future zoning approval. Based on the above findings, it is concluded the application* ***can be found to be*** *consistent with this Policy.*

Policy 1.4.6: ***Utilities.*** All development within the Low-Density Residential category shall connect to existing centralized public water and wastewater systems.

Consistency analysis: *The property is located outside of DCU's service area. The property will therefore not utilize central potable water or sanitary sewer. The Utilities Department has no comments regarding the proposed rezone to RSF-1. Any future development must comply with all State, County and FDEP requirements for water and sewer with future plan and building permit submittals. A public drinking water permit will be required either from DOH, or DEP, if they are not connected to a municipal system. Based on the above findings, it is concluded the application* ***can be found to be consistent*** *with this Policy.*

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.

Consistency analysis: The Comprehensive Plan 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	Future Land Use	Zoning District	Types of Land Uses
Site	Low Density Residential Use	A-5	Single-family residential (mobile home) (1.11 acre lot)
North	Low Density Residential Use	A-5	Single-family residential (mobile home) (1.12 acre lot)
South	Low Density Residential Use	RSF-2	Single-family residential (mobile home) (3.35 acre lot)
East	Low Density Residential Use	A-5	Pastureland (70 acre parcel)
West	Low Density Residential Use	RSF-5 & A-5	Pastureland (42.47 acre parcel) & Single-family residential (mobile home) (.52 acre lot)

Table 1 illustrates that the surrounding zoning and uses are consistent with the Low-Density Residential Future Land Use Category. The Land Development Code provides specific minimum lot area and lot width, maximum density, minimum yard requirements, and maximum impervious lot coverage for the RSF-1 zoning district to help to achieve compatibility between uses. The site abuts SW Hillsborough Avenue with 165.23 feet of frontage.

The proposed zoning generally aligns with the uses in the area and can be found to be an appropriate change that will be generally compatible with the area. The site abuts an existing public road, SW Hillsborough Avenue (major collector), which is publicly maintained right-of-way. Any future land development must conform to all required Federal, State, and County permitting requirements. Based on the above findings, it is concluded the application ***can be found to be*** *consistent with this Policy.*

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 property is located outside of DCU's service area. The property will therefore not utilize central potable water or sanitary sewer. The Utilities Department has made no comments regarding the proposed rezone to RSF-1. Any future development must comply with all State, County and FDEP requirements for water and sewer with future plan and building permit submittals. A public drinking water permit will be required either from DOH, or DEP, if they are not connected to a municipal system. Based on the above findings, it is concluded the application ***can be found to be consistent*** *with this Policy.*

Transportation Element

Objective 1.1: Level of Service. The County shall adopt and adhere to service standards for arterial and collector streets.

Policy 1.1.1: Service Standards. The County establishes the following peak hour /peak directional level of service standards for collector, arterial, local, and limited access facilities in the County.

Roadway Type	State Road Urbanized Area	State Road Outside Urbanized Area	County Road
Limited Access Facilities	D	C	D
Controlled Access Highway	D	C	D
Other Multi-lane Roads	D	C	D
Two-lane Roads	D	C	D

Consistency analysis: The rezone is located in central DeSoto County, on SW Hillsborough Avenue, a major collector. No Trip Generation or traffic impact analysis information was submitted with the application, nor is one

*required for the rezoning petition. Based on the above, it is concluded the application **can be found to be** consistent with this policy.*

Policy 1.5.3: Analysis of FLUM and Zoning Amendments. The County's shall consider the potential maximum impacts of all Future Land Use map and zoning amendments on the LOS for all roadways directly and indirectly affected by the amendment when making such decisions. However, specific impacts and any required roadway improvements shall only be determined based on the submittal of a defined development proposal as part of the County's overall concurrency system.

*Consistency analysis: The subject parcel of 1.1 acre will allow for replacement of the existing manufactured home with a single-family home, which will not negatively impact the LOS (Level of Service) standards. Based on the above, it is concluded the application **can be found to be** consistent with this policy.*

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.

*Consistency analysis: Future construction may trigger the need for a permit from the Southwest Florida Water Management District (SWFWMD) or the Florida Department of Environmental Projection (FDEP). It will be the applicant's responsibility to verify any state requirements, prior to construction. Based on the above, it is concluded the application **can be found to be** consistent with this policy, with conditions.*

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.

Consistency analysis: Based upon DeSoto County GIS, the property does not contain the probability of wetlands or other environmentally sensitive areas. Should any wetlands be identified on site, it will be the applicant's responsibility to coordinate with the State of Florida on any required permits. Based on the above findings, it is concluded the application ***can be found to be*** *consistent with this policy.*

Based upon the analysis above, the Planning Director concludes the rezoning application can be found to be consistent with the Comprehensive Plan.

2. The existing land use pattern.

Consistency analysis: The area is transitioning from agriculture to a rural residential/suburban agricultural development pattern. The subject property is currently occupied with a mobile home. The land use pattern will not be affected with approval of the RSF-1 zoning. The parcel is located in central DeSoto County SW Hillsborough Avenue, with residential parcels nearby and adjacent. Any future development will have to be consistent with Section 20-128 Residential Single Family (RSF-1) District standards. Table 1 illustrates that the surrounding uses are consistent with the Low-Density Residential Future Land Use Category.

The Land Development Code provides specific height, bulk, setback, density, buffering, and other regulations for the RSF-1 zoning district to help to achieve compatibility between uses. Any future land development must conform to all required Federal, State, and County permitting requirements. Based on the above, it is concluded the application ***can be found to be in conformance*** *with this factor.*

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

Consistency analysis: The property is located in an area with similar residential uses and is subject to other requirements in the Land Development Code for setbacks, buffers, and open space. The proposed rezoning will not create an isolated district, as the area contains other low-density residential zoning. Based on the above findings, it can be concluded the application ***is in conformance*** *with this factor.*

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

Consistency analysis: 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 minimum criteria for public facilities requiring a concurrency determination that do not result in a reduction of the level of service below the adopted standard. Policy 1.22.5 provides for roadways, recreation and open space, solid waste, potable water and sanitary sewer. The change is zoning is not expected to change the existing single-family residential use of the property and therefore will not have a detrimental effect on public facilities. Based on the above findings it is concluded the application can be found to be in ***conformance*** *with this factor.*

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

Consistency analysis: The property is within a rural residential area with a majority of the surrounding properties zoned A-5. However, the proposed RSF-1 zoning district is generally more consistent with nearby uses. The proposed zoning aligns with the surrounding, existing uses and densities in the area. Based on the above, it is concluded the application ***can be found to be in conformance*** *with this factor.*

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

Consistency analysis: The property is within a rural residential area with a majority of the surrounding properties zoned A-5. However, the proposed RSF-1 zoning district is generally more consistent with nearby uses and will eliminate the existing lot area non-conformity. The proposed zoning aligns with the surrounding, existing uses and densities in the area. Based on the above, it is concluded the application ***can be found to be in conformance*** *with this factor.*

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

Consistency analysis: The property is within a rural residential area with a majority of the surrounding properties zoned A-5, and the rezoning will not adversely affect living conditions in the area Based on the above, it is concluded the application ***can be found to be in conformance*** *with this factor.*

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

Consistency analysis: The proposed rezone is located SW Hillsborough Avenue, a major collector. The site will obtain access from SW Hillsborough Avenue.

If approved, the RSF-1 zoning district will only allow 1 home on the property. There is currently a manufactured home on the property, and if replaced, will generate a similar amount of vehicle trips. Based on the above, it is concluded the application ***can be found to be in conformance*** *with this factor.*

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

Consistency analysis: The rezone to RSF-1 will not negatively impact drainage in the area. The FEMA flood map for this area is number 12027C0186C, effective on 11/06/2013. Based upon the flood map, the site is in an area of minimal flood hazard - Zone X. Based on the above, it is concluded the application ***can be found to be in conformance*** *with this factor.*

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

Consistency analysis: The reduction of light and air to the adjacent areas is a function of total development vs. open space, building height, and building setbacks. A 1.1-acre parcel that is developed with a manufactured home, which may be replaced with a single-family home will not negatively reduce light and air to adjacent areas. 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: The Comprehensive Plan expressly permits residential uses in the Low-Density Residential land use designation and the standards in the RSF-1 zoning district have criteria to minimize impacts to adjacent uses. The existing zoning district surrounding the site is A-5 (undeveloped RSF-5 to west) and consistent with the agricultural and residential uses in the area. The proposed zoning will align with the property's proposed use. The RSF-1 zoning is consistent with the area development pattern and other uses on SW Hillsborough Avenue. Therefore, the proposed change should not adversely affect property values in the adjacent area. Based on the above finding, it is concluded the application can be found 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 change in zoning will allow one single-family home on the parcel. With the LDR standards for setbacks and open space, the proposed change should not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations. 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 does not grant a special privilege to an individual owner as compared to the public welfare. The Comprehensive Plan expressly permits residential uses in the Low-Density Residential land use designation and the standards in the RSF-1 zoning district have criteria to minimize impacts to adjacent uses. Based on the above findings, it is concluded the application **can be found to be in conformance** with this factor.*

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

Consistency analysis: The parcel is non-conforming to the minimum required lot area with the existing A-5 zoning. A rezone to RSF-1 will eliminate the non-conformity and allow the owner to apply for a building permit for a single-family home. Based on the above, it is concluded the application ***can be found to be in conformance*** *with this factor.*

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

Consistency analysis: The proposed rezone to RSF-1 will not be out of scale with the surrounding area and is consistent with the transitional rural agricultural and low-density residential uses is proximity to the subject property. The LDRs provide specific regulations for the RSF-1 zoning district to ensure compatibility between uses. Based on the above, it is concluded the application ***can be found to be in conformance*** *with this factor.*

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

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 approve or deny such rezoning or amendment.
Consistency analysis: The Planning Commission hearing is scheduled for October 7, followed by the Board of County Commissioners hearing on October 28, 2025.

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.

The Planning Director caused written notice of the hearings to be mailed to all property owners within 1000 ft and such notice is on file.

IV. ATTACHMENTS

Exhibit A: General Location Map

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

Exhibit C: Official Zoning District Atlas amendment application, Excerpt

V. FINDINGS AND CONCLUSIONS

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

A. The Planning Director finds the subject property consists of a ±1.11-acre site located in central DeSoto County, south of Highway 70, east of US Highway 17 off SW Hillsborough Avenue.

B. The Planning Director finds the Interim 2040 Future Land Use Map shows the property is designated Low Density Residential.

C. The Planning Director finds the Official Zoning District Atlas shows the property is currently zoned Agricultural-5 (A-5), 1 dwelling unit per 5 acres.

D. The Planning Director finds that on March 25, 2025, an Official Zoning District Atlas amendment application (RZNE-0070-2025) was filed by the owner, Maria G. Mendieta Olvera, which proposes to change the zoning district to Residential Single Family-1 (RSF-1), 1 dwelling unit per acre.

E. LDR Section 20-1345 requires the application to be complete and in writing. The Planning Director found the filed application was submitted in writing and complete.

F. LDR Sections 20-1345(c) provides the complete application should be distributed to the Development Review Committee (DRC) for comments. The Planning Director finds the application was distributed to the DRC May 1, 2025.

G. LDR Section 20-1496(b) requires the Planning Commission to review the application at a public hearing and a duly noticed quasi-judicial Planning Commission public hearing that is scheduled for October 7, 2025.

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 can be found to be consistent with the Comprehensive Plan.

I. LDR Division 7 establishes an adoption process, and the Planning Director concludes the application has been processed in conformance with such and 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 Planning Director finds and concludes the application can be found to meet those requirements.

K. The LDR establishes specific public notice requirements for an Official Zoning District amendment application. The Planning Director finds and concludes the application has been noticed in conformance with the amendment 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. Approval: Based upon the staff report, evidence presented, and comments made at the Public Hearing, the Planning Commission hereby finds the application to be CONISTENT with the DeSoto County Comprehensive Plan and in compliance with the applicable review standards of the Land Development Regulations, and move to recommend that the Board of County Commissioners ADOPT the Ordinance approving the Official Zoning District Atlas Amendment application, RZNE-0070-

2025, for Maria G. Mendieta Olvera.

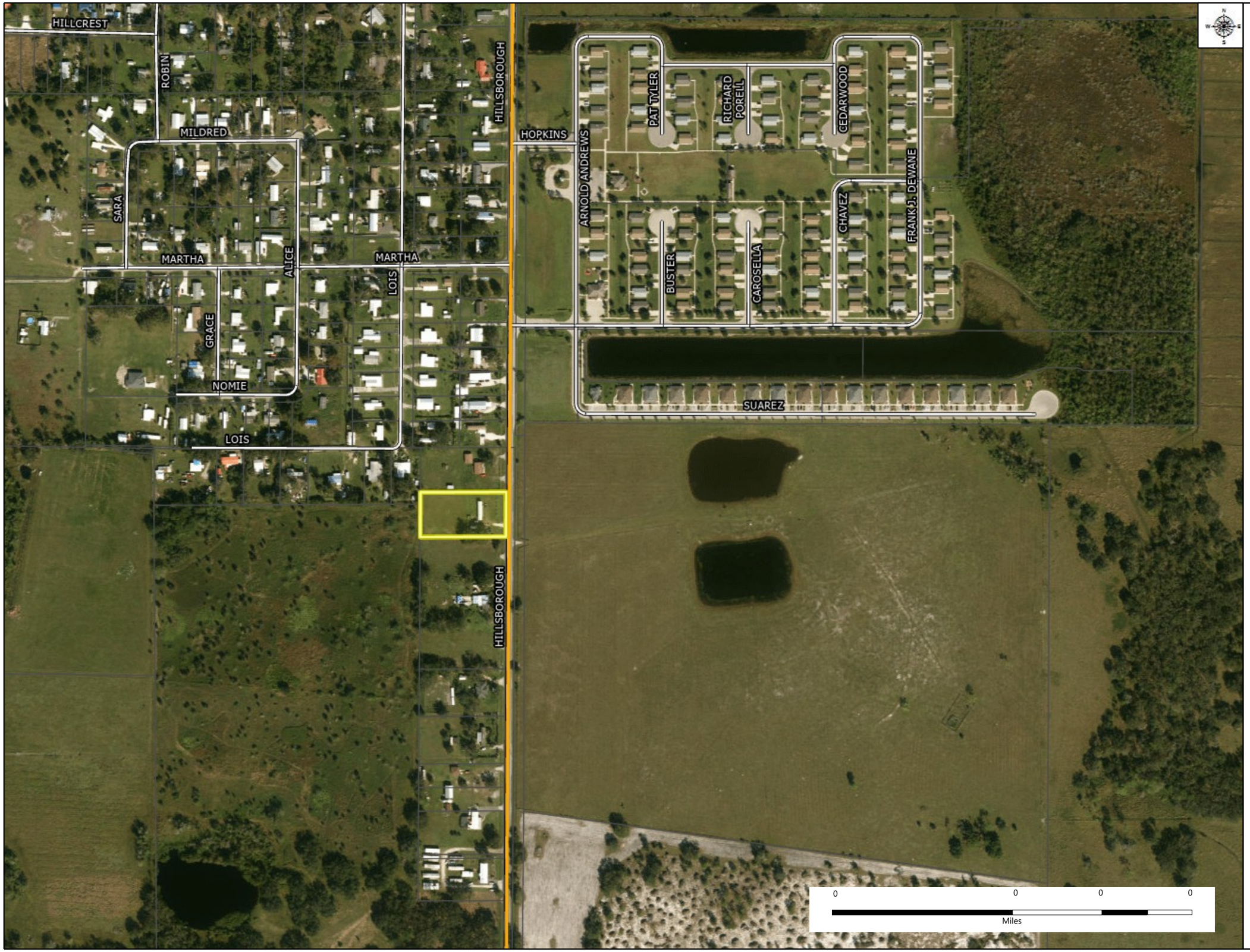
B. Denial: Based upon the staff report, evidence presented, and comments made at the Public Hearing, the Board hereby finds the application to be INCONISTENT with the DeSoto County Comprehensive Plan and not in compliance with the applicable review standards of the Land Development Regulations, and move to recommend that the Board of County Commissioners DENY the Official Zoning District Atlas Amendment application, RZNE-0070-2025, for Maria G. Mendieta Olvera.

PUBLIC HEARING SCHEDULE

Planning Commission: October 7, 2025
Board of County Commissioners: October 28, 2025

Planning Commission recommendation. Recommended approval 4-0

Board action.



Location Map

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

July 17, 2025

Prepared By

HORNER SHIFRIN

FLUM

- Address Point Labels
- Street Labels
- Major Road Labels
- Zoning Labels
- FLUM Labels
- County Boundary
- Address Points
- Major Roads
- Streets
- Parcels

FLUM 2040

- Preservation
- Rural/Agriculture
- Low Density Residential
- Medium Density Residential
- Neighborhood Mixed Use
- Employment Center
- Commercial
- Urban Center Mixed Use
- Public Land/Institutional
- Electrical Generating Facility

April 2, 2025

Prepared By

HORNER SHIFRIN

Zoning Map

Address Point Labels
Street Labels
Major Road Labels
Zoning Labels
Zoning Designation

- A-10
- A-5
- CE
- CG
- CITY
- CN
- IH
- IL
- ILE
- MHP
- MHS
- P/I
- PM-I
- PUD
- RM
- RMF-12
- RMF-6
- RMF-8
- RMF-M
- ROI

April 2, 2025

Prepared By

HORNER SHIFRIN

DESOTO COUNTY, FLORIDA
ORDINANCE 2025- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS FOR A 1.11 ACRE PARCEL FROM AGRICULTURAL-5 (A-5) TO RESIDENTIAL SINGLE FAMILY-1 (RSF-1) FOR PROPERTY LOCATED AT 2563 SW HILLSBOROUGH AVENUE, ARCADIA, WITH PROPERTY IDENTIFICATION NUMBER BEING 12-38-24-0000-0140-0000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 31, 2025, an Official Zoning District Atlas Amendment application and required review fee was submitted to the Development Department (RZNE-0070-2025) by Maria G. Mendieta Olvera ("Owner") requesting approval to rezone ±1.11 acres from Agricultural-5 (A-5) to Residential Single Family-1 (RSF-1), on SW Hillsborough Avenue; and

WHEREAS, the DeSoto County Property Appraiser records show that the subject property is located at 2563 SW Hillsborough Avenue and is owned by Maria G. Mendieta Olvera (Exhibit A: Location Map) (the "Subject Property"); and

WHEREAS, the Interim 2040 Future Land Use Map shows the +/- 1.11-acre parcel is within the Low-Density Residential Land Use designation (Exhibit B: Future Land Use Map) and the Official Zoning District Atlas shows the property is situated within the Agricultural-5 (A-5) zoning district (Exhibit C: Official Zoning District Atlas); and

WHEREAS, the Development Department has reviewed the Official Zoning District Atlas Amendment application and concludes the application can be found to be in conformance with LDR Sections 20-1497 and 20-1498, and the County's Comprehensive Plan; and

WHEREAS, on October 7, 2025, the Planning Commission held a duly noticed public hearing on the application and entered into the record the Development Review Report and all other competent substantial evidence presented at the hearing, and forwarded the record to the Board of County Commissioners (Board) with the unanimous recommendation that the Board adopt the proposed Ordinance; and

WHEREAS, on October 28, 2025, the Board of County Commissioners (Board) held a duly noticed public hearing on the application and entered into the record the Development Review Report and all other substantial competent evidence presented at the Planning Commission and Board hearings; and

WHEREAS, the Board concluded adoption of this Ordinance will not adversely affect the public interest and 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. *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 Ordinance.

Section 2. *Property description*. A ±1.11-acre property located in central DeSoto County, on SW Hillsborough Avenue, Arcadia, the Property Identification Number being 12-38-24-0000-0140-0000.

Section 3. *Findings and Conclusions.* Based upon the staff report, evidence presented, and comments made at the Public Hearing, the Board hereby finds and concludes the applicant's request for an Official Zoning District Atlas Amendment, is in compliance with the Comprehensive Plan and the Land Development Regulations of the County, and there is substantial competent evidence to support approval of the application.

Section 4. *Rezoning approval*. Maria G. Mendieta Olvera, owner and applicant, is hereby granted an Official Zoning District Atlas amendment (RZNE-0070-2025) changing the zoning district of the ±1.11-acre subject property from Agricultural-5 (A-5) to Residential Single Family-1 (RSF-1), as reflected in Exhibit D.

Section 5. The Development Department is hereby directed to amend the Official Zoning District Atlas to codify the change approved by this Ordinance, as reflected in Exhibit D.

Section 6. *Effective date.* This Ordinance shall take effect immediately upon It's adoption.

PASSED AND DULY ADOPTED this 28th day of October 2025.

ATTEST:

By:_____
Mandy J. Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
J. C. Deriso, Chairman
Board of County Commissioners

APPROVED AS TO LEGAL FORM

By:_____
Valerie Vicente,
County Attorney

Exhibit A (Location)

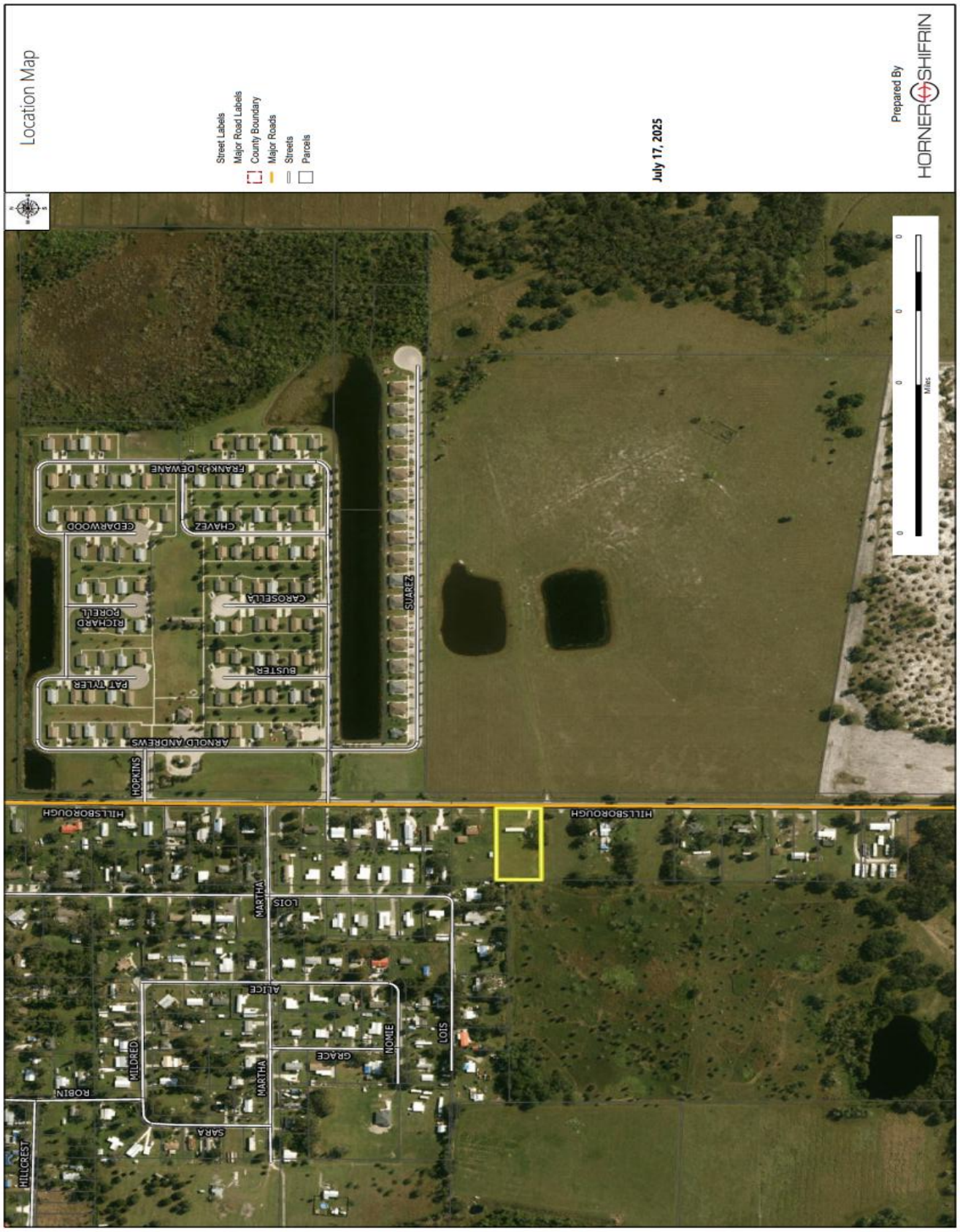
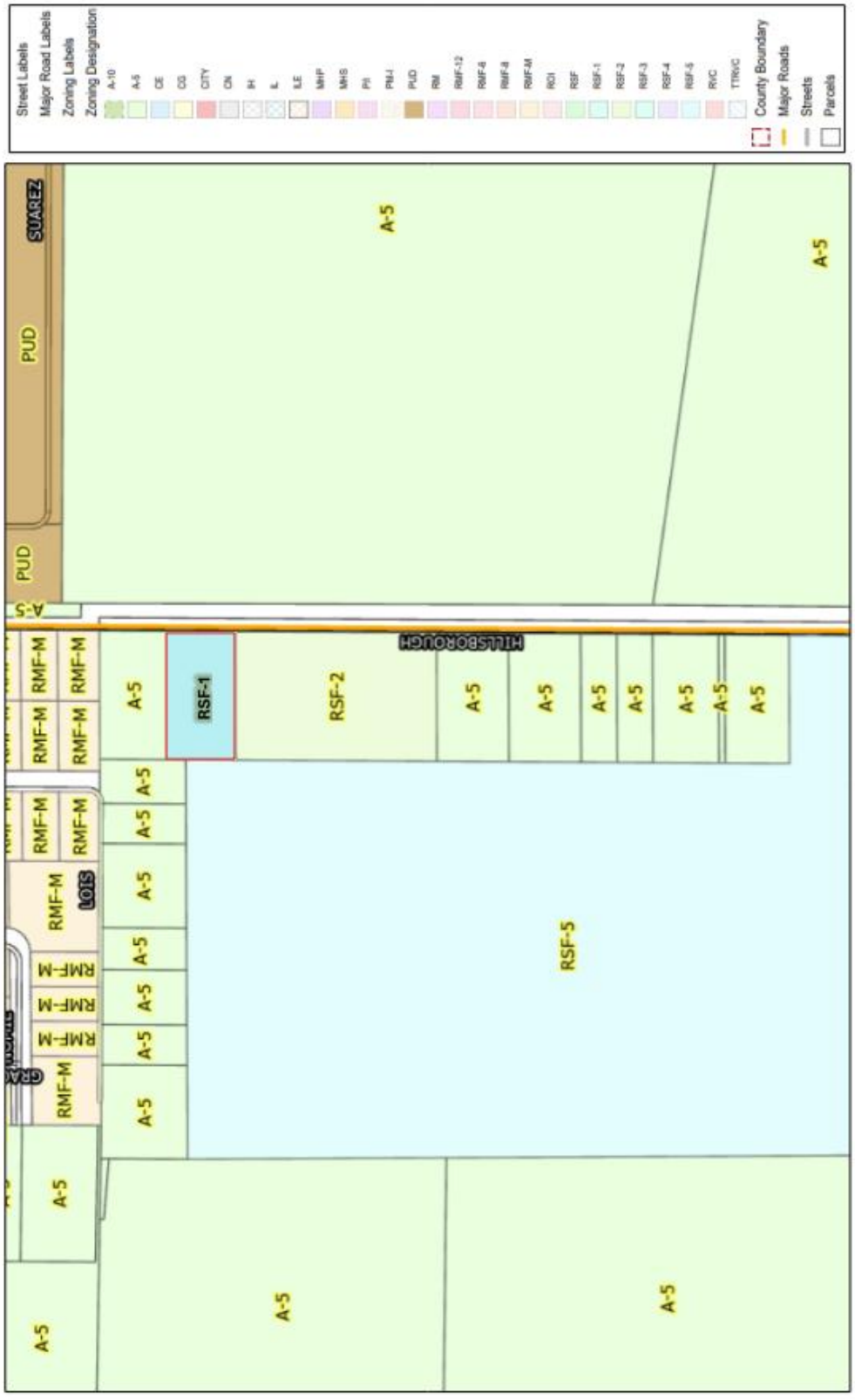


Exhibit B (Future Land Use)

Exhibit C (Existing Zoning)

Exhibit D (<u>Proposed</u> Zoning)



<u>PROPOSED</u> ZONING DISTRICT FROM AGRICULTURAL-5 (A-5) TO RESIDENTIAL SINGLE FAMILY-1 (RSF-1)

Subject Property

DeSoto County

10/28/2025

Item #: 25.

☐ 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 / Bernardo Hernandez-Villanueva / Special Exception (USE-0188-2024)

REQUESTED MOTION:
A motion to adopt/deny the proposed resolution for a special exception and enter into the record this development review report and all other competent substantial evidence presented at the hearing.

SUMMARY:
The applicant has applied for a Special Exception use application (USE 0188-2024) to allow a 200' telecommunications tower on a 17.026-acre property located on SW Martha Street. The property is zoned Agricultural- 5 (A-5) and located in the Neighborhood Mixed Use Future Land Use Category.

BACKGROUND:
The subject parcel is located at 1316 SW Martha Street and is owned by Bernardo Hernandez-Villanueva and Isaias Hernandez. The owner is requesting a Special Exception to allow a telecommunications tower on site. The property is currently pastureland with an existing barn.

The 2040 Future Land Use Map shows the property is located within the Neighborhood Mixed Use Future Land Use Category and the Official Zoning District Atlas shows the property is zoned Agricultural- 5 (A-5).

A portion of the parcel is located within the Conservation Overlay District in the northwest corner of the site, which means there is the potential for jurisdictional wetlands. The lease area for the proposed telecommunications tower is located outside the

limits of wetlands (to be field verified) on the survey.

Land Development Regulations (LDR) Section 20-127(1)c3, relating the Agriculture 5 District (A-5) provides for "Communication transmitting and receiving facilities, non-occupied" as a special exception use in A-5 provided the criteria for special exception uses in LDR Article XI, Division 5, are met. Additionally, Section 365.172(13)(b), Florida Statutes generally limits local government (including counties) review of applications for placement, construction, or modifications to a wireless communications facility to address aesthetics, landscaping, land-use-based location priorities, structural design, and setbacks. Here, the proposed site exceeds the required minimum lot size of 5 acres and is 17.026 acres.

An application for a Special Exception was received in the Development Department on July 12, 2024.

DESOTO COUNTY DEVELOPMENT DEPARTMENT
STAFF REPORT

CASE #:	USE 0188-2024
REQUEST:	Special Exception: Telecommunications Tower
PROPERTY OWNER:	Bernardo Hernandez-Villanueva and Isaias Hernandez 1712 SE Peach Drive Arcadia, Florida 34266
PROPERTY ID:	12-38-24-0000-0096-0000
PROPERTY ADDRESS:	1316 SW Martha St., Arcadia, FL 34266
TOTAL PARCEL SIZE:	+/- 17.026 acres
ZONING DISTRICT:	A-5 (Agricultural- 5)
FUTURE LAND USE DESIGNATION:	Neighborhood Mixed Use
OVERLAY DISTRICTS:	Conservation Overlay District

DEVELOPMENT REVIEW REPORT

The applicant has applied for a Special Exception use application (USE 0188—2024) to allow a 200' telecommunications tower on a 17.026-acre property located on SW Martha Street. The property is zoned Agricultural- 5 (A-5) and located in the Neighborhood Mixed Use Future Land Use Category.

LDR Article XI, Division 5 requires the Planning Commission/Local Planning Agency to hold at least one public hearing with due public notice on the Special Exception use application and to provide a recommendation on the application to the Board of County Commissioners.

OVERVIEW OF REQUEST

The subject parcel is located at 1316 SW Martha Street (See Exhibit A) and is owned by Bernardo Hernandez-Villanueva and Isaias Hernandez. The owner is requesting a Special Exception to allow a telecommunications tower on site. The property is currently pastureland with an existing barn.

The 2040 Future Land Use Map shows the property is located within the Neighborhood Mixed Use Future Land Use Category (See Exhibit B) and the Official Zoning District Atlas shows the property is zoned Agricultural- 5 (A-5) (See Exhibit C).

A portion of the parcel is located within the Conservation Overlay District in the northwest corner of the site, which means there is the potential for jurisdictional wetlands. The lease area for the proposed telecommunications tower is located outside the limits of wetlands (to be field verified) on the survey.

Land Development Regulations (LDR) Section 20-127(1)c3, relating the Agriculture 5 District (A-5) provides for "Communication transmitting and receiving facilities, non-occupied" as a special exception use in A-5 provided the criteria for special exception uses in LDR Article XI, Division 5, are met. Additionally, Section 365.172(13)(b), Florida Statutes generally limits local government (including counties) review of applications for placement, construction, or modifications to a wireless communications facility to address aesthetics, landscaping, land-use-based location priorities, structural design, and setbacks. Here, the proposed site exceeds the required minimum lot size of 5 acres and is 17.026 acres.

An application for a Special Exception was received in the Development Department on July 12, 2024.

PROPOSED RESOLUTION

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS GRANTING A SPECIAL EXCEPTION USE DEVELOPMENT ORDER (USE-0188-2024) WITH CONDITIONS, TO AUTHORIZE A TELECOMMUNICATIONS TOWER ON A +/- 17.026 ACRE PARCE ZONED AGRICULTURAL-5 (A-5) AND LOCATED AT 1316 SW MARTHA STREET, AND IDENTIFIED WITH PROPERTY IDENTIFICATION NUMBER 12-38-24-0000-0096-0000; INCORPORATING THE WHEREAS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

DATA & ANALYSIS

In all quasi-judicial proceedings, the applicant shall bear the burden of demonstrating with competent and substantial evidence that the application satisfies the applicable requirements of the LDR and Comprehensive Plan.

A. **Application requirements**. LDR Section 20-1431 requires that a Special Exception Use Application be submitted indicating the LDR basis on which the Special Exception use is sought and stating the grounds upon which it is requested, with reference to the types of findings which the Planning Commission must make, as described below. The application must demonstrate that approval of the Special Exception will be in harmony with the LDRs general intent and purpose, not be injurious to the neighborhood or to adjoining properties, or otherwise detrimental to the public's welfare. Evidence to support such includes, but is not limited to the following, where applicable:

1. Plans at an appropriate scale showing proposed placement of structures on the property, provisions for ingress and egress, off-street parking, and off-street loading areas, refuse and services areas, and required yards and other open spaces.

a. Placement of structures. *The request is for a 200' telecommunications tower as a Special Exception Use on private property zoned Agricultural-5. A barn is the only structure that exists on site. The applicant has submitted a site plan showing a proposed 100' x 100' lease area, with the proposed non-occupied tower located in a 60' x 60' chain link fenced compound in the center of the lease area. The tower will be a stand-alone lattice design, allowing for three antenna sets for co-location opportunities. Installation of the tower includes a 12' x 9'6" concrete pad, three steel equipment cabinets, and a 20 kilo-watt diesel generator and ancillary equipment.*

The A-5 zoning district allows non-occupied communication transmitting and receiving facilities with approval of a Special Exception. The LDR requires a minimum setback from any property boundary line equal to 100 percent of proposed tower height. The site plan shows the distance from property lines ranges from 266'-537', which is greater than the proposed tower height.

The proposed telecommunications tower is in Neighborhood Mixed Use future land use category and there are single family residences on adjacent properties. The site plan indicates the tower is planned a minimum of 500' from these adjacent residences.

No additional structures or commercial activities are proposed. Based upon the above, the application can be found in ***conformance*** *with this factor.*

b. Provisions for ingress and egress. *The proposed use is a non-occupied telecommunications tower. SW Martha Street dead ends at the subject property. The applicant proposes a 50' wide ingress/egress and utility easement from where SW Martha Street ends at the property boundary to the proposed 60' x 60' fenced compound for the telecommunications tower. A private 20' wide gravel road is proposed with a cattle guard at the entrance to the property. A 12' wide double swing access gate is also proposed at the entrance to the fenced compound. The Special Exception application states that access will not be available to the public. Based upon the above, the application can be found in* ***conformance*** *with this factor.*

c. Off-street parking. *The proposed use is a non-occupied telecommunications tower. The LDR does not have specific requirements for parking for this type of utility use. It will have occasional service vehicles visiting the site for maintenance but can be considered like a utility sewer lift station in terms of visitors/parking. The site plan does show a 20' x 100' parking and turnaround area at the entrance of the fenced compound, which should adequately accommodate parking needs for the site. Based upon the above, the application can be found in* ***conformance*** *with this factor.*

d. Off-street loading. *The proposed use is a non-occupied telecommunications tower. Loading is not required for this use, and therefore, this factor is not applicable.*

e. Refuse and service areas. *The proposed use is a non-occupied telecommunications tower. A solid waste collection plan has not been shown on the concept plan. If solid waste service is required for the use, it will be the applicant's responsibility to engage in a solid waste contract with the County's provider. Based upon the above, the application can be found in* ***conformance*** *with this factor with* ***conditions****.*

f. Required yards and open space. *LDR 20-127(2)(c) requires a minimum front yard setback of 50', a minimum side yard setback of 30', and a minimum rear yard setback of 50' in the A-5 zoning district. TheA-5 district does not limit the amount of impervious site coverage. LDR 20-127(1)(c)3 requires a minimum setback from any property boundary line equal to 100 percent of proposed tower height and the site plan demonstrates that the minimum required setbacks will be*

met, as the distance from property lines ranges from 266'-537'. Based upon the above, the application can be found in ***conformance*** *with this factor.*

2. Plans showing proposed locations for utilities hook-up.

   Consistency analysis: The proposed use is an non-occupied telecommunications tower. The site plan does not show any plans for water and sewer. Electric service and fiber optics will be coordinated with local utility providers. No additional utilities are proposed. Based upon the above, the application can be found in ***conformance*** *with this factor.*

3. Plans for screening and buffering with reference as to type, dimensions and characters.

   Consistency analysis: The proposed use is a non-occupied telecommunications tower on private property zoned Agricultural-5. While the buffer matrix in Section 20-600 does not expressly require a buffer for telecommunication towers adjacent to single family residential, the applicant has proposed 24 "Green Giants" planted at 10' on center outside the perimeter of the fenced compound to the north, east, and west on the Landscape Plan. Based upon the above, the application can be found in ***conformance*** *with this factor.*

4. Plans for proposed landscaping and provisions for trees.

   Consistency analysis: The proposed use is a non-occupied telecommunications tower on private property zoned Agricultural-5. While the buffer matrix in Section 20-600 does not expressly require a buffer for telecommunication towers adjacent to single family residential, the applicant has proposed 24 "Green Giants" planted at 10' on center outside the perimeter of the fenced compound to the north, east, and west on the Landscape Plan. Based upon the above, the application can be found in ***conformance*** *with this factor.*

5. Plans for proposed signs and lighting, including type, dimensions and character. All signs and lighting must follow the DeSoto County Land Development Regulations.

   Consistency analysis: The proposed use is a non-occupied telecommunications tower. The applicant states that a site notification sign will be located at the property entrance. Warning and hazard signs will be

located on the south face of the fenced compound. To meet FAA requirements, the tower is proposed to have a medium-intensity, white flashing beacon light to be used during the daytime and twilight hours. During the night, the light will change to a red flashing beacon per FAA requirements. The ground equipment area will have standard lighting to comply with County requirements. Based upon the above, the application can be found in ***conformance*** *with this factor.*

The Special Exception application and proposed site plan were considered in applying the standards for the proposed telecommunications tower.

Based upon the findings and conclusions above, with conditions, it can be concluded that the applicant has demonstrated that approval of the Special Exception will be in harmony with the LDRs general intent and purpose, not be injurious to the neighborhood or to adjoining properties, or otherwise detrimental to the public welfare, if approved with the recommended conditions.

C. **Planning Commission findings**. LDR Section 20-1433 provides that before any Special Exception use is recommended for approval to the Board of County Commissioners, the Planning Commission shall make a written finding that the granting of the Special Exception Use will not adversely affect the public interest, that the specific requirements governing the individual Special Exception Use, if any, have been met by the applicant, and that satisfactory provisions and arrangements have been made concerning twelve (12) matters, where applicable. These 12 matters and staff's evaluation of conformance with these matters is addressed below.

1. Compliance with all elements of the Comprehensive Plan.

   Consistency analysis: The 2040 Future Land Use Map shows the subject property is located within the Neighborhood Mixed Use Land Use (See Attachment B). The Neighborhood Mixed Use Future Land Use category consists primarily of residential uses in progressive degrees of urban intensity with higher density in areas adjacent to the Urban Center and less density/intensity in areas adjacent to the Low and Medium Density Residential and Rural/Agricultural categories. A portion of the property is within the Conservation Overlay District, but no development is proposed in that area. The applicant provided a letter from FDEP indicating the project is exempt from regulatory review, but a permit or authorization from the Army Corps of Engineers will be required. This application can be found in ***conformance*** *with* ***conditions*** *with all elements of the Comprehensive Plan.*

2. Ingress and egress to property and proposed structures thereon with reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe.

a. Automotive safety and convenience.

Consistency analysis: The proposed Special Exception is a request to allow a 200' telecommunications tower on private property zoned A-5. SW Martha Street dead ends at the subject property. The applicant proposes a 50' wide ingress/egress and utility easement from where SW Martha Street ends at the property boundary to the proposed 60' x 60' fenced compound for the telecommunications tower. A private 20' wide gravel road is proposed with a cattle guard at the entrance to the property. A 12' wide double swing access gate is also proposed at the entrance to the fenced compound. The use is a utility use and does not have regular visitors via automobile, just occasional maintenance vehicles. The Special Exception application states that access will not be available to the public. Further review of the proposed access will be addressed with the Improvement Plan application. Based upon the above, it is concluded that the application can be found to be in ***conformance****.*

b. Pedestrian safety and convenience.

Consistency analysis: The proposed Special Exception is a request to allow a 200' telecommunications tower on private property zoned A-5. No pedestrian facilities are proposed as the use does not lend itself to walkability. Based upon the above, it is concluded that the application can be found to be in ***conformance****.*

c. Traffic flow and control.

Consistency analysis: The proposed Special Exception is a request to allow a 200' telecommunications tower on private property zoned A-5. SW Martha Street dead ends at the subject property. The applicant proposes a 50' wide ingress/egress and utility easement from where SW Martha Street ends at the property boundary to the proposed 60' x 60' fenced compound for the telecommunications tower. A private 20' wide gravel road is proposed with a cattle guard at the entrance to the property. A 12' wide double swing access gate is also proposed at the entrance to the fenced compound. The Special Exception application states that access will not be available to the public. Further review of the proposed access will be addressed with the Improvement Plan application. Based upon the above, it is concluded that the application can be found to be in ***conformance****.*

d. Access in case of fire or catastrophe.

Consistency analysis: The proposed Special Exception is a request to allow a 200' telecommunications tower on private property zoned A-5. SW Martha Street dead ends at the subject property. The applicant proposes a 50' wide ingress/egress and utility easement from where SW Martha Street ends at the property boundary to the proposed 60' x 60' fenced compound for the telecommunications tower. A private 20' wide gravel road is proposed with a cattle guard at the entrance to the property. A 12' wide double swing access gate is also proposed at the entrance to the fenced compound. The Special Exception application states that access will not be available to the public. Further review of the proposed access will be addressed with the Improvement Plan application. Based upon the above, it is concluded that the application can be found to be in ***conformance****.*

3. Off-street parking and loading areas, where required, and economic, noise, vibration, dust, glare or odor effects of the Special Exception on adjoining properties and properties generally in the district. Issues generally related to off-street parking and loading have been addressed elsewhere in this report.

a. Economic impacts.

Consistency analysis: The application states that the proposed use will result in more efficient wireless phone service. The applicant has indicated that cell service signal strength will improve for homes and businesses in the area south of downtown Arcadia and along Highway 17. Based on the above, it is concluded the application can be found in ***conformance*** *with this factor.*

b. Noise impacts.

Consistency analysis: The proposed Special Exception is a request to allow a 200' telecommunications tower on private property zoned A-5. The Special Exception application states that the proposed telecommunications tower will not emit any noise or contribute to noise pollution in the area. Based on the above, it is concluded the application can be found in ***conformance*** *with this factor.*

c. Vibration impacts.

Consistency analysis: The proposed Special Exception is a request to allow a 200' telecommunications tower on private property zoned A-5. The Special Exception application states that the proposed telecommunications tower will not produce any vibration effects on the adjoining properties or properties in the district. Based on the above, it is concluded the application can be found in ***conformance*** *with this factor.*

d. Dust impacts.

Consistency analysis: The proposed Special Exception is a request to allow a 200' telecommunications tower on private property zoned A-5. The Special Exception application states that the proposed telecommunications tower will not produce any dust effects on the adjoining properties or properties in the district. Based on the above, it is concluded the application can be found in ***conformance*** *with this factor.*

e. Glare impacts.

Consistency analysis: The proposed Special Exception is a request to allow a 200' telecommunications tower on private property zoned A-5. The Special Exception application states that the proposed telecommunications tower will be constructed of galvanized steel and will not have a glare effect on adjoining properties or properties in the district. Based on the above, it is concluded the application can be found in ***conformance*** *with this factor.*

f. Odor impacts.

Consistency analysis: The proposed Special Exception is a request to allow a 200' telecommunications tower on private property zoned A-5. The Special Exception application states that the proposed telecommunications tower will not emit any odors that will affect the adjoining properties or properties in the district. Based on the above, it is concluded the application can be found in ***conformance*** *with this factor.*

4. Utilities, with reference to locations, availability and compatibility.

Consistency analysis: Utilities were addressed elsewhere in this report.

5. Screening and buffering with reference to type, dimensions and character.

Consistency analysis: Screening and buffering were addressed elsewhere in this report.

6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.

Consistency analysis: Signs and lighting were addressed elsewhere in this report.

7. Required yards and other open space.

Consistency analysis: Required yards and other open space were addressed elsewhere in this report.

8. General compatibility with adjacent properties and other property in the district.

Consistency analysis: Table 1, below shows the subject property is located within an Agricultural- 5 (A-5) zoning district and the zoning of adjacent properties.

TABLE 1
LAND USE AND ZONING

DIRECTION	EXISTING USE	LAND USE	ZONING
SITE	PASTURELAND	NEIGHBORHOOD MIXED USE	A-5
NORTH	VACANT, SINGLE FAMILY	NEIGHBORHOOD MIXED USE	CG, RMF-6
SOUTH	VACANT, MOBILE HOME, PASTURELAND	NEIGHBORHOOD MIXED USE	A-5
EAST	SINGLE FAMILY	NEIGHBORHOOD MIXED USE	RMF-M
WEST	PASTURELAND, SINGLE FAMILY	NEIGHBORHOOD MIXED USE	CG

Sources: DeSoto County Property Appraiser (2022); DeSoto County Geographic Information System maps.

The subject property is in an area of primarily agricultural and residential uses to the north, east, and south, with commercial located to the north and west and along nearby Highway 17. The existing/proposed driveway for the subject property is in the southeastern corner of the property where SW Martha Street dead ends. Landscape screening is proposed on the north, west, and east sides of the proposed 60' x 60' fenced compound. Based on the above, it is concluded the application can be found in ***conformance*** *with this factor.*

9. Any special requirements set out in the zoning district regulations for the particular use involved.

Consistency analysis: The A-5 zoning district has standards regarding telecommunication towers, in addition to the Special Exception criteria. LDR Section 20-127(1)(c)3 requires a minimum setback from any property boundary line equal to 100 percent of proposed tower height. The site plan demonstrates that the minimum required setbacks have been met the distance with the distance from property lines ranging from 266'-537'. Based on the above, it is concluded the application can be found in ***conformance*** *with this factor.*

10. Public and private utilities, structures, or uses required for public or private utilities, including but not limited to wastewater, gas, electric, and telephone utilities, sanitary landfills, and radio and television stations and towers may be permitted only as a Special Exception use unless determined by the Board to be essential service. In addition to items 1 through 9 above, the review of the request for a Special Exception Use shall include consideration of a plan showing all improvements or alterations that are proposed for the utilities or facilities. The proposed location of such utilities or facilities shall be such as not to be injurious to the health, safety, and welfare of the public or surrounding property owners, and shall protect the character of the surrounding property and maintain the stability of residential, commercial, manufacturing, agricultural, educational, cultural, and recreational areas within the County. The public benefit to be derived, the need for the proposed facilities, the existence of suitable alternative locations, potential impacts to surface or ground water drinking supplies, and whether the facility can properly be located on the site and in the development which it is to service shall also be taken into consideration where appropriate. Conditions in the form of screening, landscaping, or other site development restrictions may be imposed to protect the health, safety and welfare of the public or surrounding property owners.

Consistency analysis: The Special Exception use application is a request to allow a 200' telecommunications tower on private property zoned A-5. The review of the application request included consideration of a site plan

that shows all proposed improvements. Further review of the proposed use will take place with the Improvement Plan application. The proposed location of the telecommunications tower is in an area of primarily agricultural and residential uses to the north, east, and south, with commercial located to the north and west and along nearby Highway 17. The 2040 Future Land Use Map shows the subject property is located within the Neighborhood Mixed Use Land Use (See Attachment B). The Neighborhood Mixed Use Future Land Use category consists primarily of residential uses in progressive degrees of urban intensity with higher density in areas adjacent to the Urban Center and less density/intensity in areas adjacent to the Low and Medium Density Residential and Rural/Agricultural categories. The project is in the A-5 zoning district which allows by special exception non-occupied communication transmitting and receiving facilities with a minimum setback from any property boundary line equal to 100 percent of proposed tower height. The site plan shows the distance from property lines ranges from 266'-537'.

The proposed telecommunications tower exceeds the setbacks required by Code, protecting the public and surrounding property owners. The proposed tower includes multiple layers of security which includes locked access gates, compound perimeter fencing, security lighting, regulation lighting, and secured security cabinets. The project is not expected to emit noise, air or ground pollution that may negatively affect the surrounding area.

The applicant provided RF prediction maps showing the expected network improvement from low signal strength to a dominant signal level that would serve the residents and businesses south of downtown Arcadia, along Highway 17. The applicant states that the proposed special exception will provide enhanced wireless telephone service for increased call stability, faster wireless internet service and extended range of coverage.

The proposed telecommunications tower is located approximately 1.5 miles west of the City of Arcadia Airport. The applicant provided a letter from the FAA, issued March 7, 2024, noting a determination of no hazard to air navigation after conducting an aeronautical study for the proposed 200' telecommunications tower. Lighting of the tower is to be in accordance with the FAA.

DeSoto County Engineering stated that at the Improvement Plan stage, the applicant will have to demonstrate that the construction of the proposed improvements will not result in adverse stormwater impacts to neighboring properties. The applicant provided correspondence from FDEP indicating the proposed telecommunications tower would be considered exempt from stormwater permitting given the disturbed area is

less than 1 acre. A drainage report was provided by the applicant stating that Based on drainage calculation of the existing property before and after development, the proposed development has no adverse impact on adjacent properties and existing water storage, etc. and follows the governing criteria regarding stormwater quantity and quality per LDR by Desoto County, SWFWMD Handbook and Drainage Manual 2025 by FDOT.

While the buffer matrix in Section 20-600 does not expressly require a buffer for telecommunication towers adjacent to single family residential, the applicant has proposed 24 "Green Giants" planted at 10' on center outside the perimeter of the fenced compound to the north, east, and west on the Landscape Plan.

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

11. The proposed use shall not act as a detrimental intrusion into the surrounding area.

    Consistency analysis: The application states that the use will meet the minimum zoning requirements and is listed as a permitted use by special exception in the A-5 zoning district. Chapter 365.172(13) b.3 of the Florida Statutes generally limits local government review to aesthetics, landscaping, land use-based location priorities, structural design, and setbacks. Based on the above, it is concluded the application can be found in ***conformance*** *with this factor.*

12. *The proposed use shall meet the performance standards of the district in which the proposed use is permitted*.

    Consistency analysis: The project is in the A-5 zoning district which allows by Special Exception non-occupied communication transmitting and receiving facilities with a minimum setback from any property boundary line equal to 100 percent of proposed tower height. The site plan shows the distance of the proposed 200' telecommunications tower from property lines ranges from 266'-537', which meets the requirements of the A-5 zoning district. Based on the above, it is concluded the application can be found in ***conformance*** *with this factor.*

In conclusion, based upon the totality of the circumstances as documented herein, the application includes material necessary to demonstrate, with competent substantial evidence, that granting of the Special Exception use will not adversely affect the public interest, that the specific requirements governing the individual Special Exception use application have been met by the applicant, and that

satisfactory provisions, arrangements or conditions have been made concerning the above factors.

D. **Public notice requirements**. LDR Section 20-1439(c) requires notice of the date, time and place of the public hearings by the Planning Commission and Board of County Commissioners shall:

1. Be sent at least 10 days in advance of the hearings by mail to ten surrounding property owners or all owners of property within 1,000 feet of the property line of the land subject to the Special Exception use application; and

2. Have at least one sign posted on each road frontage; and

3. Be advertised in a newspaper of general circulation in DeSoto County at least 10 days prior to each public hearing.

The Development Department staff has provided written notice of the hearings which were mailed to all property owners, and such notice is on file with the Development Department and incorporated herein by reference.

ATTACHMENTS

Exhibit A: General Location Map

Exhibit B: Interim 2040 Future Land Use Map, Excerpt

Exhibit C: Official Zoning District Atlas, Excerpt

Exhibit D: Concept Plan Sketch

ALTERNATIVE ACTIONS FOR THE PLANNING COMMISSION

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

B. Enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein and make a recommendation to the Board of County Commissioners to deny the proposed Resolution.

RECOMMENDED CONDITIONS

1. The uses allowed on the subject site shown on the site plan shall be limited to supporting equipment related to the proposed telecommunications tower.

2. The site is within the Conservation Overlay District and wetlands likely exist in the northwest portion of the site. The applicant shall be responsible for securing any required permits from SWFWMD if wetland impacts are proposed.

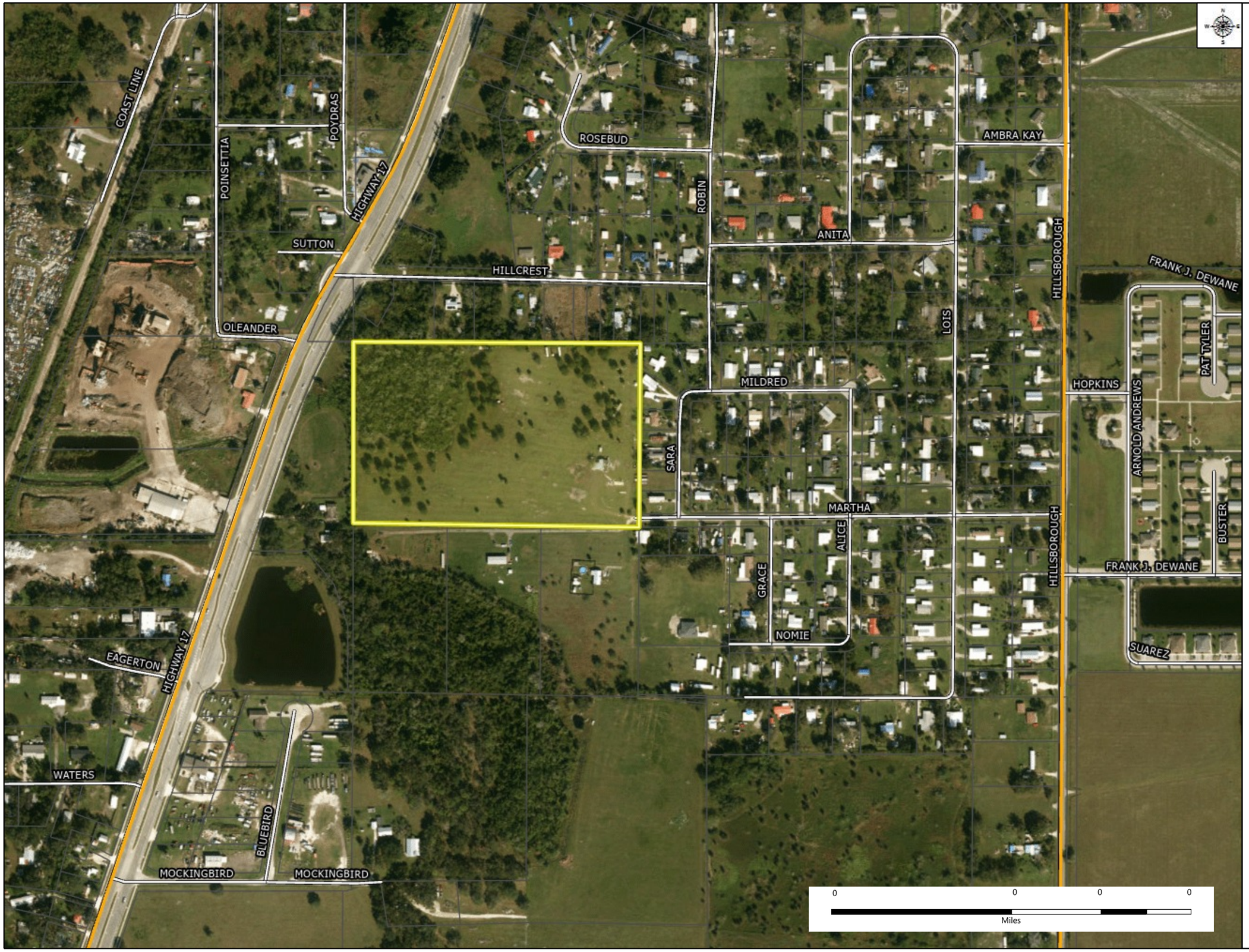
3. If solid waste service is required for the use, it will be the applicant's responsibility to engage in a solid waste contract with the county's provider.

4. An Improvement Plan and Notice to Proceed shall be authorized by the Development Department prior to any construction on site.

A. Planning Commission: Scheduled for October 7, 2025, recommended approval 4-0

B. Board action. Scheduled for October 28, 2025

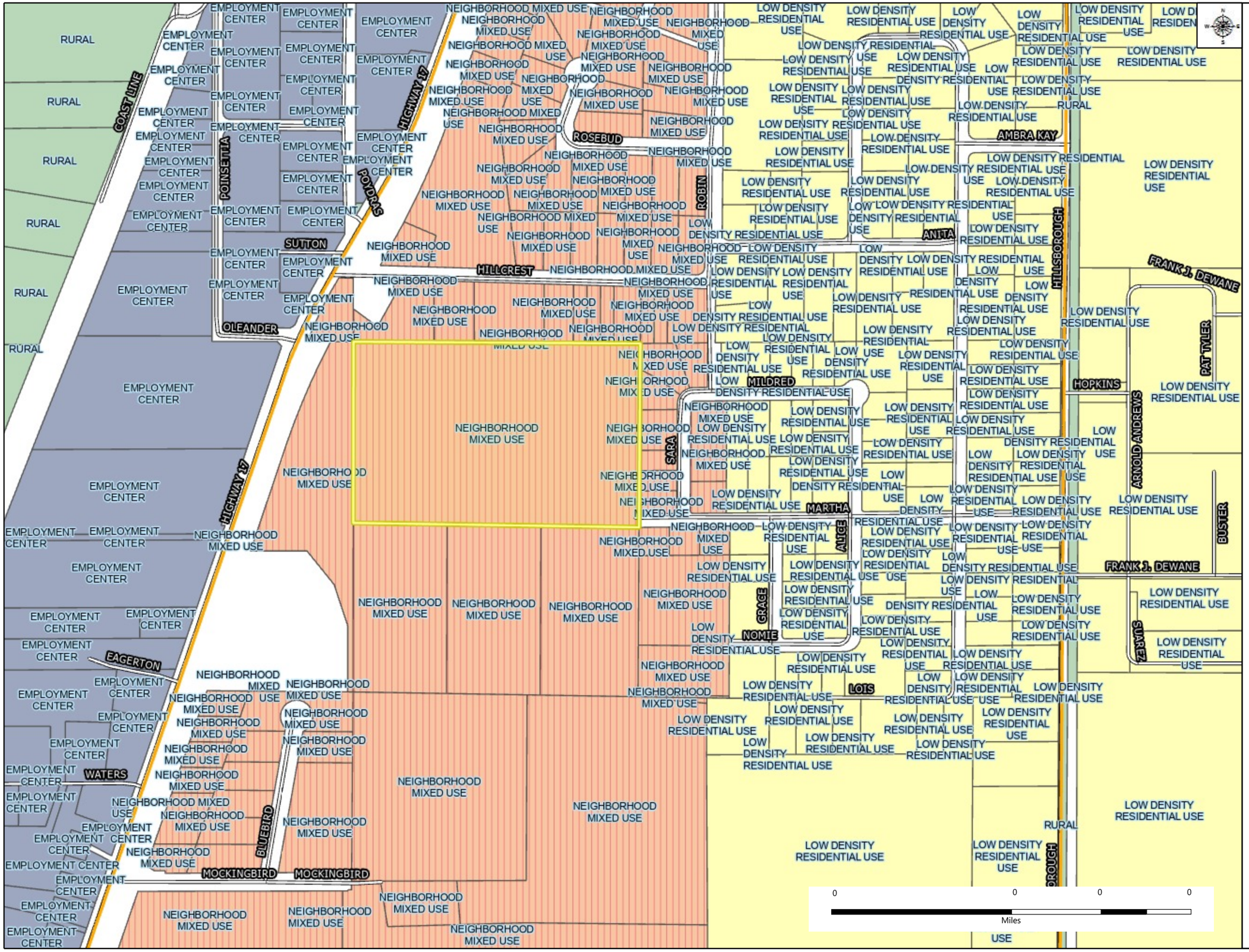
Location Map



Street Labels
Major Road Labels
County Boundary
Major Roads
Streets
Parcels

September 22, 2025

Prepared By
HORNER SHIFRIN



FLU Map

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

September 22, 2025

Prepared By

HORNER SHIFRIN

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-I
- PUD
- RM
- RMF-12
- RMF-6
- RMF-8
- RMF-M
- ROI
- RSF

September 22, 2025

Prepared By
HORNER SHIFRIN

AT&T NUMBER

15828317

AT&T SITE NAME

HOG BAY AVE & HWY 70

TILLMAN SITE NUMBER

TI-OPP-29300

TILLMAN SITE NAME

BERNARDO HERNANDEZ-VILLANUEVA

ARCADIA FL TI-05363

SITE ADDRESS

1320 SW MARTHA ST
ARCADIA, FL 34266

TILLMAN INFRASTRUCTURE

AT&T

PROJECT DESCRIPTION

NEW 200'-0" SELF SUPPORT TOWER

AT&T SIGNATURES

SITE INFORMATION

SITE ADDRESS:	1320 SW MARTHA ST ARCADIA, FL 34266
COUNTY:	DESOTO COUNTY
LATITUDE (NAD 83):	N 27° 11' 23.3905" (27.1898307°)
LONGITUDE (NAD 83):	W 81° 51' 57.2163" (-81.8658934°)
GROUND ELEVATION:	47.61' AMSL
ZONING:	A-5
PARCEL/MAP NUMBER:	12-38-24-0000-0096-0000
PARCEL OWNER:	BERNARDO HERNANDEZ-VILLANUEVA AND ISAIAS HERNANDEZ
TOWER OWNER:	TILLMAN INFRASTRUCTURE 152 W. 57TH ST. 27TH FLOOR NEW YORK, NY 10019 PHONE: (212) 706-1677 EMAIL: contact@tillman.com
STRUCTURE TYPE:	SELF SUPPORT TOWER
STRUCTURE HEIGHT (FT):	200'-0"
POWER PROVIDER:	JEA PHONE: 1-904-665-6250
FIBER PROVIDER:	AT&T PHONE: 1-866-326-1402

PROJECT TEAM

TOWER OWNER / APPLICANT:	TILLMAN INFRASTRUCTURE 152 W. 57TH ST. 27TH FLOOR NEW YORK, NY 10019 PHONE: (212) 706-1677 EMAIL: contact@tillmanglobal.com
A+E FIRM:	ALLPRO CONSULTING GROUP, INC. 9221 LYNDON B. JOHNSON FREEWAY SUITE 204 DALLAS, TX 75243 CONTACT: CHIYU ZHANG, P.E. OFFICE: 972-231-8893 FAX: 866-364-8375

VICINITY MAP

SITE
SW 7TH TERR
SW 6TH TERR
SW 5TH TERR
SW 4TH TERR
SW 3RD TERR
SW 2ND TERR
SW MARTHA ST
SW 1ST AVE
SW 2ND AVE
SW 3RD AVE
SW 4TH AVE
SW 5TH AVE
SW 6TH AVE
SW 7TH AVE
SW 8TH AVE
SW 9TH AVE
SW 10TH AVE
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SW 171ST AVE
SW 172ND AVE
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SW 1323RD AVE
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SW 1331ST AVE
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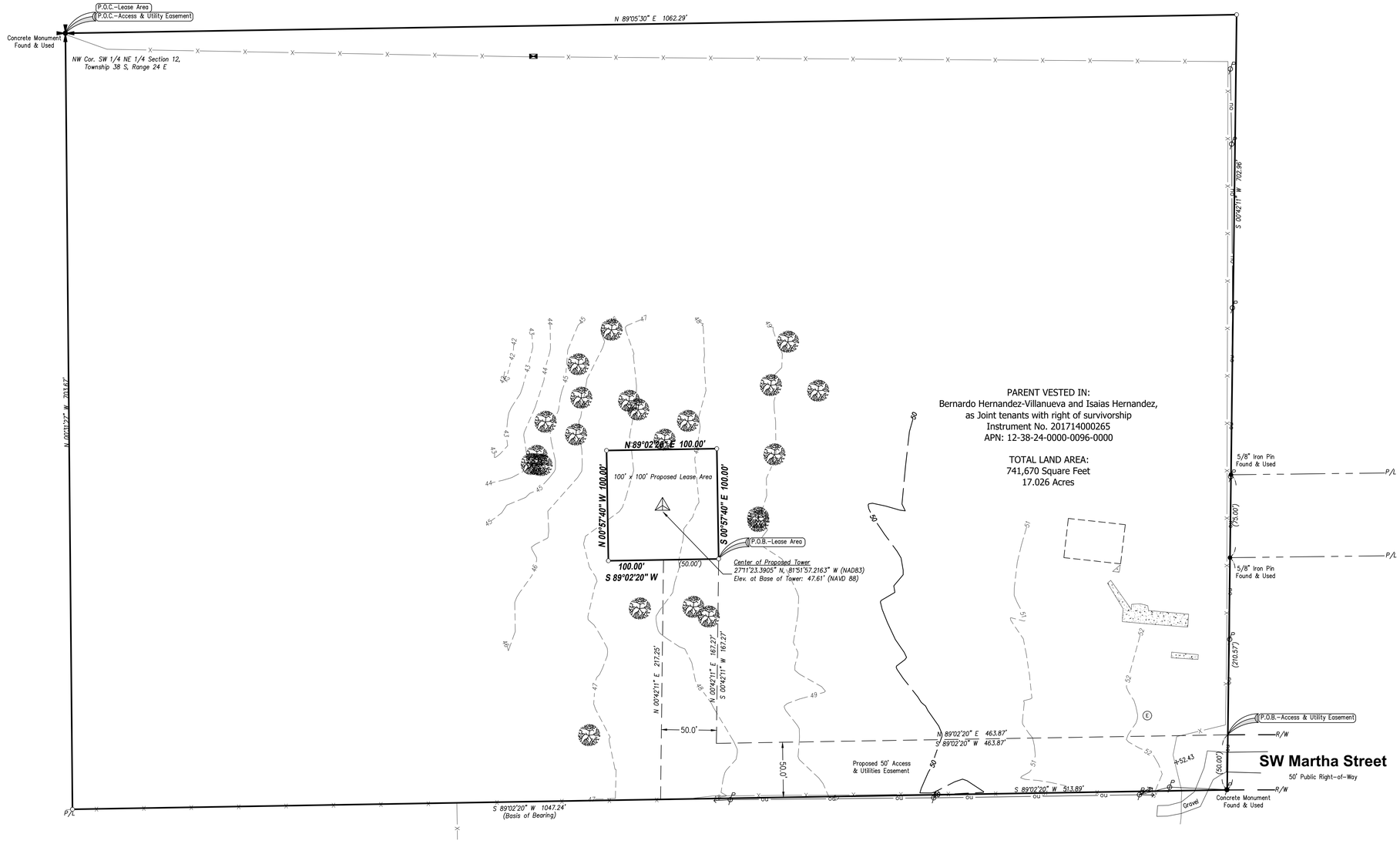
SW



VICINITY MAP
NOT TO SCALE

SYMBOL LEGEND

R/W	– Right–of–Way
P/L	– Adjoiner Property Line
P.O.B.	– Place/Point of Beginning
P.O.C.	– Place/Point of Commencement
●	– Monumentation Found as Noted
○	– 5/8" Iron Pin w/Cap Set Stamped "LB 7351"
	– Section Corner Found as Noted
	– Proposed Tower
	– Tree
	– Water Meter
E	– Electric Manhole
	– Benchmark
	– Utility Pole
X	– Fence (As Noted)
OU	– Overhead Utilities
	– Concrete Area

PROPOSED LEASE AREA DESCRIPTION:

A tract of land located in the SW 1/4 of the NE 1/4 of Section 12, Township 38 South, Range 24 East, of DeSoto County, Florida, being more particularly described as follows;

COMMENCING at a concrete Monument, being the NW corner of the SW 1/4 of the NE 1/4 of Section 12, THENCE North 89 degrees 05 minutes 30 seconds East, along the South line of Hillcrest Subdivision as shown on Plat Book 6, Page 5, of the DeSoto County Records, for a distance of 1062.29 feet; THENCE South 00 degrees 42 minutes 11 seconds West, for a distance of 652.96 feet to a point on the Northerly right of way of SW Martha Street, a 50' public right–of–way; THENCE South 89 degrees 02 minutes 20 seconds West, for a distance of 463.87 feet; THENCE North 00 degrees 42 minutes 11 seconds East, for a distance of 167.27 feet to the POINT OF BEGINNING;

THENCE South 89 degrees 02 minutes 20 seconds West, for a distance of 100.00 feet; THENCE 00 degrees 57 minutes 40 seconds West, for a distance of 100.00 feet; THENCE North 89 degrees 02 minutes 20 seconds East, for a distance of 100.00 feet; THENCE South 00 degrees 57 minutes 40 seconds East, for a distance of 100.00 feet to the POINT OF BEGINNING;

Said tract of land containing 1,000 square feet (0.022 Acres) of land, more or less.

WESTCOR LAND TITLE INSURANCE COMPANY COMMITMENT NO. TIL-158881-C - SCHEDULE A:

All that certain land situate in DeSoto County, Florida, to wit:

The North 16.9 acres of the West 1042.5 feet of the South ½ of the NE ¼ of Section 12, Township 38 South Range 24 East, DeSoto County, Florida, excepting therefrom the East 1597.50 feet thereof.

Parcel ID: 12–38–24–0000–0096–0000

Being a portion of the same property conveyed to Bernardo Hernandez–Villanueva and Isaias Hernandez, as joint tenants with right of survivorship in Warranty Deed from Eugene P. Heitman, a single man dated January 5, 2017 and recorded January 17, 2017 in Instrument No. 201714000265.

PROPOSED ACCESS & UTILITY EASEMENT DESCRIPTION:

A 50 foot access and utility easement located the SW 1/4 of the NE 1/4 of Section 12, Township 38 South, Range 24 East, of DeSoto County, Florida, being more particularly described as follows;

COMMENCING at a concrete Monument, being the NW corner of the SW 1/4 of the NE 1/4 of Section 12, THENCE North 89 degrees 05 minutes 30 seconds East, along the South line of Hillcrest Subdivision as shown on Plat Book 6, Page 5, of the DeSoto County Records, for a distance of 1062.29 feet; THENCE South 00 degrees 42 minutes 11 seconds West, for a distance of 652.96 feet to the POINT OF BEGINNING;

THENCE continuing along the same bearing, a distance of 50.00 feet to a concrete monument; THENCE South 89 degrees 02 minutes 20 seconds West, for a distance of 513.89 feet; THENCE North 00 degrees 42 minutes 11 seconds East, for a distance of 217.25 feet; THENCE North 89 degrees 02 minutes 20 seconds East, for a distance of 50.00 feet; THENCE South 00 degrees 42 minutes 11 seconds West, for a distance of 167.27 feet; THENCE North 89 degrees 02 minutes 20 seconds East, for a distance of 463.87 feet to the POINT OF BEGINNING;

Said easement containing 34,035 square feet (0.781 Acres) of land, more or less.

MISCELLANEOUS NOTES:

1. This is not a boundary survey for the parent tract.
2. Elevations determined by GPS observation. A Stonex S900A triple–frequency GPS receiver was used to perform all or part of this survey. Vertical datum was adjusted to OPUS. This survey was done in accordance to the current Federal Geodetic Control Standards.
3. Horizontal Datum: NAD83 Vertical Datum: NAVD88
4. Date of fieldwork: September 13, 2023.

FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone X–Unshaded (Areas of minimal hazard) according to the Flood Insurance Rate Map for the County of DeSoto, Community Panel No. 12027C0178C, Effective Date November 6, 2023.

BASIS OF BEARING:

The basis for all bearings shown hereon is the South line of subject property, known as being S 89°02'20" W, per Instrument No. 202114005826 of the DeSoto County Records.

GROSS LAND AREA:

1,000 Square Feet
0.022 Acres

BENCHMARKS

On–Site Benchmark
Mag Nail set at 52.43' Elevation (NAVD88)

CERTIFICATION:

I, Timothy Leigh Fish, a Florida Professional Surveyor & Mapper, hereby certify to Allpro Consulting Group, Inc. the following:

Latitude and Longitude values for the center of the above referenced tower are accurate to within +/– 20 feet horizontally:

Horizontal Datum: NAD83

Latitude: 27 degrees 11 minutes 23.3905 seconds North
Longitude: 81 degrees 51 minutes 57.2163 seconds West

The field work was completed on September 13, 2023.

Date of Plat or Map: September 15, 2023.

I hereby certify that this drawing correctly depicts the description shown hereon as prepared under my direction and this drawing was made in accordance with minimum technical standards adopted by the Florida Division of Consumer Services Agriculture Division of the Florida Administrative Code, pursuant to Section 5J–17.050–052 F.A.C.

Timothy L Fish, PSM
Florida Professional Surveyor and Mapper No. LS 6819
Florida Certificate of Authorization No. LB 7351

REVISION HISTORY

BY:	DATE:	COMMENT:
CLA	10/18/2023	TITLE
CLA	06/06/2024	REVISED LEASE AREA
CLA	01/29/2025	COMMENTS
CLA	02/05/2025	SURVEYOR COMMENTS

CBRE
Transforming the Industry
Land Surveys
Zoning Compliance
Environmental Consulting
Property Condition Assessment
Seismic Risk Analysis
Appraisal

Millman Surveying, Inc.
d.b.a CBRE Land Surveying
Corporate Headquarters
950 Main Avenue
Cleveland, OH 44113
Phone: 800-520-1010
Fax: 330-342-0834
www.millmanland.com
landsurveyors@cbre.com

SPECIAL PURPOSE SURVEY

ALLPRO CONSULTING GROUP, INC.

9221 Lyndon B. Johnson Freeway
Suite 204
Dallas, TX 75243

TI-OPP-29300
1320 Southwest Martha Street
City of Arcadia
County of DeSoto
State of Florida
Zip Code 34266

NORTH

GRAPHIC SCALE
0 40' 80'
1 INCH = 40 FT.

Not valid without the signature and raised original seal of a Florida Licensed Surveyor and Mapper, unless transmitted electronically.

Surveyor's Seal
Date Signed: 02-10-2025

Sheet No. 1 of 1

MSI Project No. 57298
PC: TRM
PM: CLA Drafter: CLA

LEGEND

NEW	PROPOSED
(E)	EXISTING
—— – ——	CENTER LINE
—— – – ——	PROPERTY LINE
- - - - - - - -	EASEMENT LINE
—— – – ——	LEASE AREA
——X——	FENCE LINE
——OHT——	OVERHEAD TELCO
——OHF——	OVERHEAD FIBER
——P——	UNDERGROUND POWER CONDUIT
——T——	UNDERGROUND TELCO CONDUIT
——F——	UNDERGROUND FIBER CONDUIT
——GAS——	UNDERGROUND GAS
——OHP——	OVERHEAD POWER
——SF——	SILT FENCE
——GUY——	GUYED WIRE
——WET——	LIMITS OF WETLANDS

NOTE:
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SITE REFERENCE NOTE:
SITE LAYOUT IS BASED ON SURVEY BY MILLMAN LAND SERVICES, INC., MSI PROJECT NO. 57298, DATED 9/15/2023. IF ANY DISCREPANCY IS NOTED BETWEEN ACTUAL SITE LAYOUT AND THIS DRAWINGS, PLEASE NOTIFY ALLPRO FOR REDESIGN.

FLOOD NOTE:
ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS, THE NEW TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", COMMUNITY PANEL NO. 12027C0178C, DATED 11/6/2013. IF A PROFESSIONAL CONSULTANT HAS FINDINGS OF FLOODING/WETLANDS CONTACT ALLPRO CONSULTING GROUP, INC. FOR A RE-DESIGN.

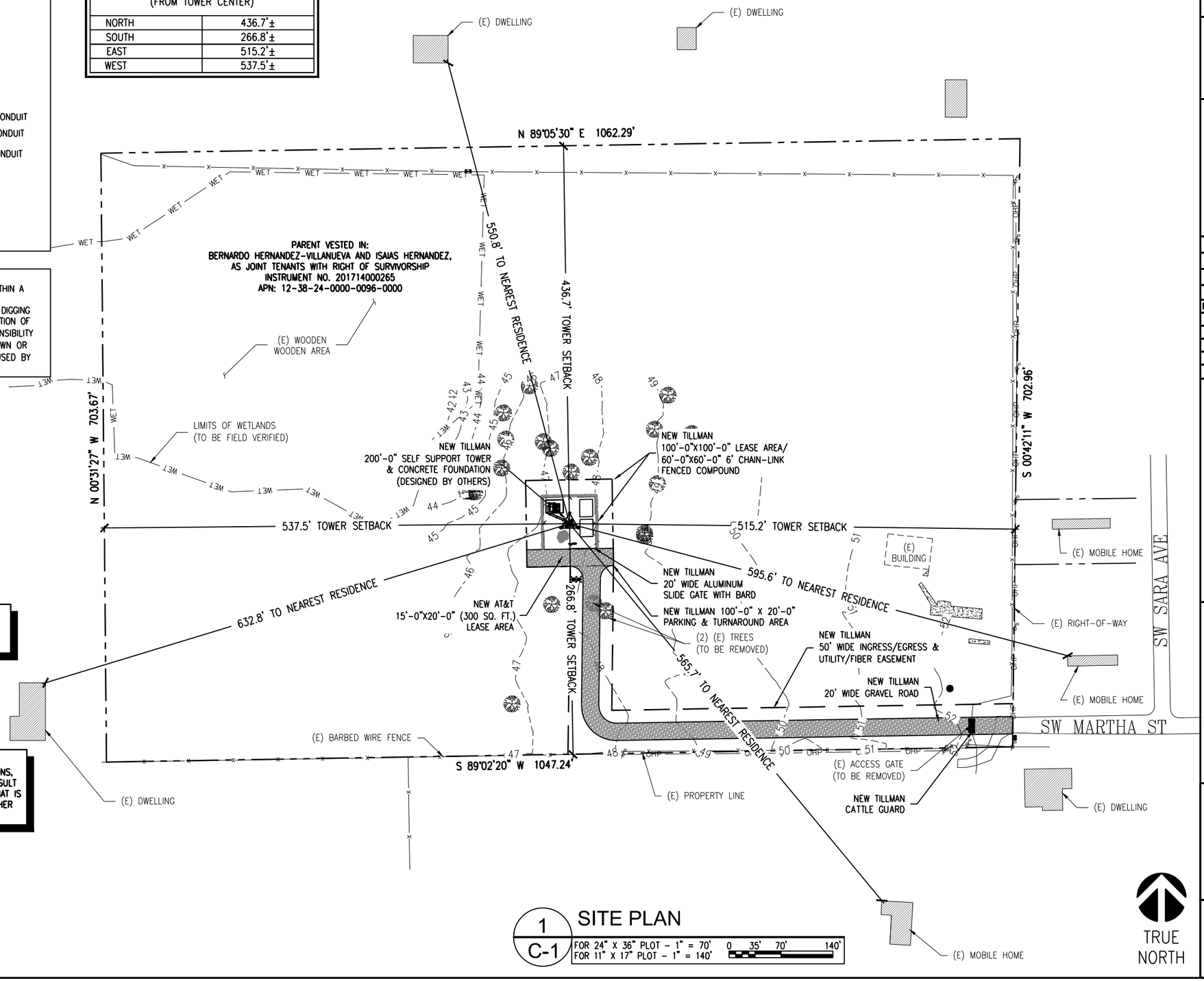
NOTE:
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS.

PRE-CONSTRUCTION ONLY:
THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS A CONSTRUCTION DRAWINGS.

HIDDEN OR CHANGED CONDITIONS DISCLAIMERS:
ANY WORK NOT INDICATED IN THE PLANS OR SPECIFICATIONS, THAT MUST BE ADDED, REPAIRED, OR REPLACED AS A RESULT OF HIDDEN, CONCEALED, OR CHANGED CONDITIONS, OR THAT IS REQUIRED FOR COMPLIANCE WITH BUILDING CODES OR OTHER REGULATIONS, SHALL RESULT IN ADDITIONAL FEES.

TOWER DISCLAIMER:
TOWER AND FOUNDATION GEOMETRY PENDING FINAL STRUCTURAL DESIGN BY OTHERS, TOWER/COMPOUND LAYOUT MAY SUBJECT TO CHANGE BASED ON FINAL DESIGN.

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	436.7'±
SOUTH	266.8'±
EAST	515.2'±
WEST	537.5'±



1 / C-1 SITE PLAN
FOR 24" X 36" PLOT - 1" = 70'
FOR 11" X 17" PLOT - 1" = 140'
0 35' 70' 140'

TRUE NORTH

TILLMAN INFRASTRUCTURE
152 W. 57TH ST. 27TH FLOOR
NEW YORK, NY 10019

AT&T

ALLPRO CONSULTING GROUP, INC.
9221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
www.allprocgi.com
FLORIDA FIRM REGISTRATION # 27492

ACGI NO:	23-2337
DRAWN BY:	RM
CHECKED BY:	CZ

REVISIONS

REV	DATE	DESCRIPTION	BY
4	04/23/25	DRC COMMENTS & REDLINES	RM
3	03/05/25	DRC COMMENTS & REDLINES	RM
2	10/15/24	CITY COMMENTS	RM
1	07/25/24	REV. PER CM REDLINES	RM
0	05/30/24	FINAL CD	RM

STAMP

4/23/2025
CHIYU ZHANG
LICENSE
No 86873
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE INFORMATION
AT&T NUMBER
15828317
AT&T SITE NAME
HOG BAY AVE & HWY 70
TILLMAN SITE NUMBER
TI-OPP-29300
TILLMAN SITE NAME
BERNARDO HERNANDEZ-VILLANUEVA
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C-1

LEGEND

NEW	PROPOSED
(E)	EXISTING
—— – ——	CENTER LINE
—— – – ——	PROPERTY LINE
- - - - - - - -	EASEMENT LINE
—— – – ——	LEASE AREA
——X——	FENCE LINE
—— OHT ——	OVERHEAD TELCO
—— OHF ——	OVERHEAD FIBER
—— P ——	UNDERGROUND POWER CONDUIT
—— T ——	UNDERGROUND TELCO CONDUIT
—— F ——	UNDERGROUND FIBER CONDUIT
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——OHP——	OVERHEAD POWER
—— SF ——	SILT FENCE
——GUY——	GUYED WIRE
——WET——	LIMITS OF WETLANDS

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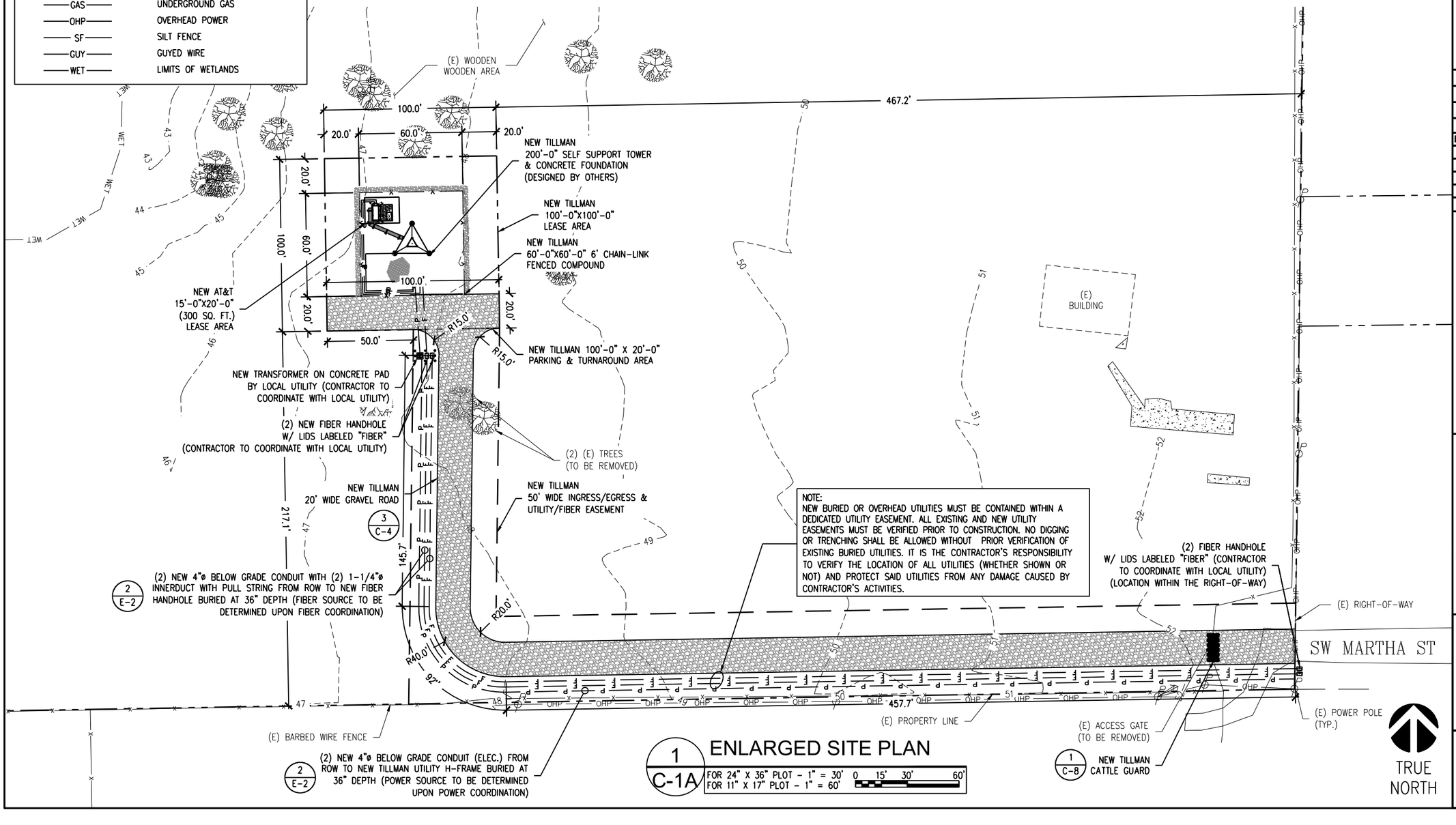

1 C-1A **ENLARGED SITE PLAN**

FOR 24" X 36" PLOT - 1" = 30' 0 15' 30' 60'
FOR 11" X 17" PLOT - 1" = 60'

TILLMAN INFRASTRUCTURE
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SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER:
C-1A

LEGEND

NEW	PROPOSED
(E)	EXISTING
—— – ——	CENTER LINE
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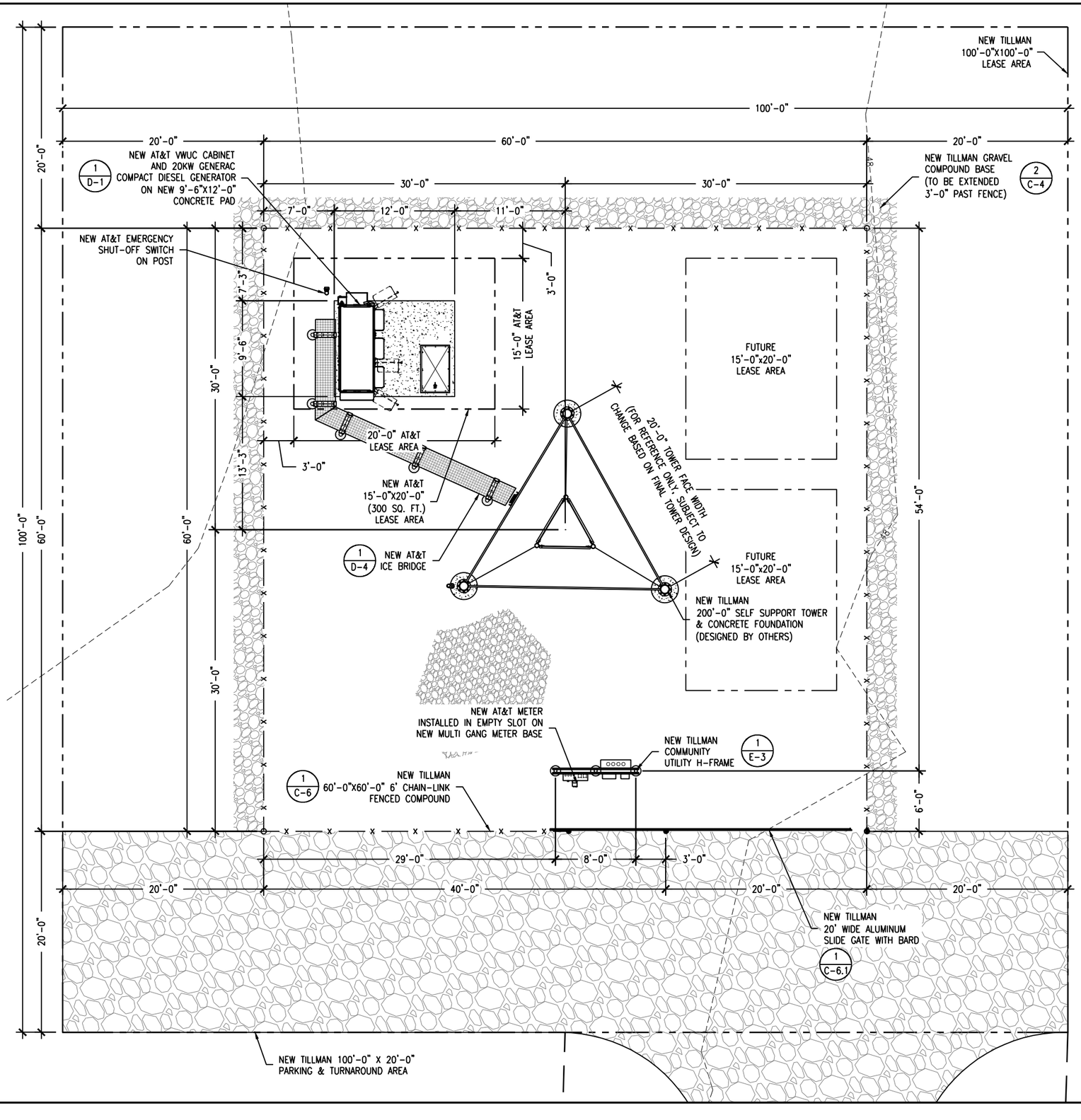

1 / C-2 COMPOUND PLAN

FOR 24" X 36" PLOT - 3/16" = 1' 0 2' 4' 8'
FOR 11" X 17" PLOT - 3/32" = 1'

TRUE NORTH

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ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
COMPOUND PLAN

SHEET NUMBER:
C-2

LEGEND

XXX.XX	NEW CONTOUR
XXX.XX	NEW ELEVATION
T/F=XXX.XX	TOP OF FOUNDATIONS
	FLOW DIRECTION
LF	LINEAR FEET
	EXISTING CONTOUR
	NEW CONTOUR
SF	SILT FENCE

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NOTE:
CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION WITHIN PROPOSED LEASE AREA.

FLOOD NOTE:
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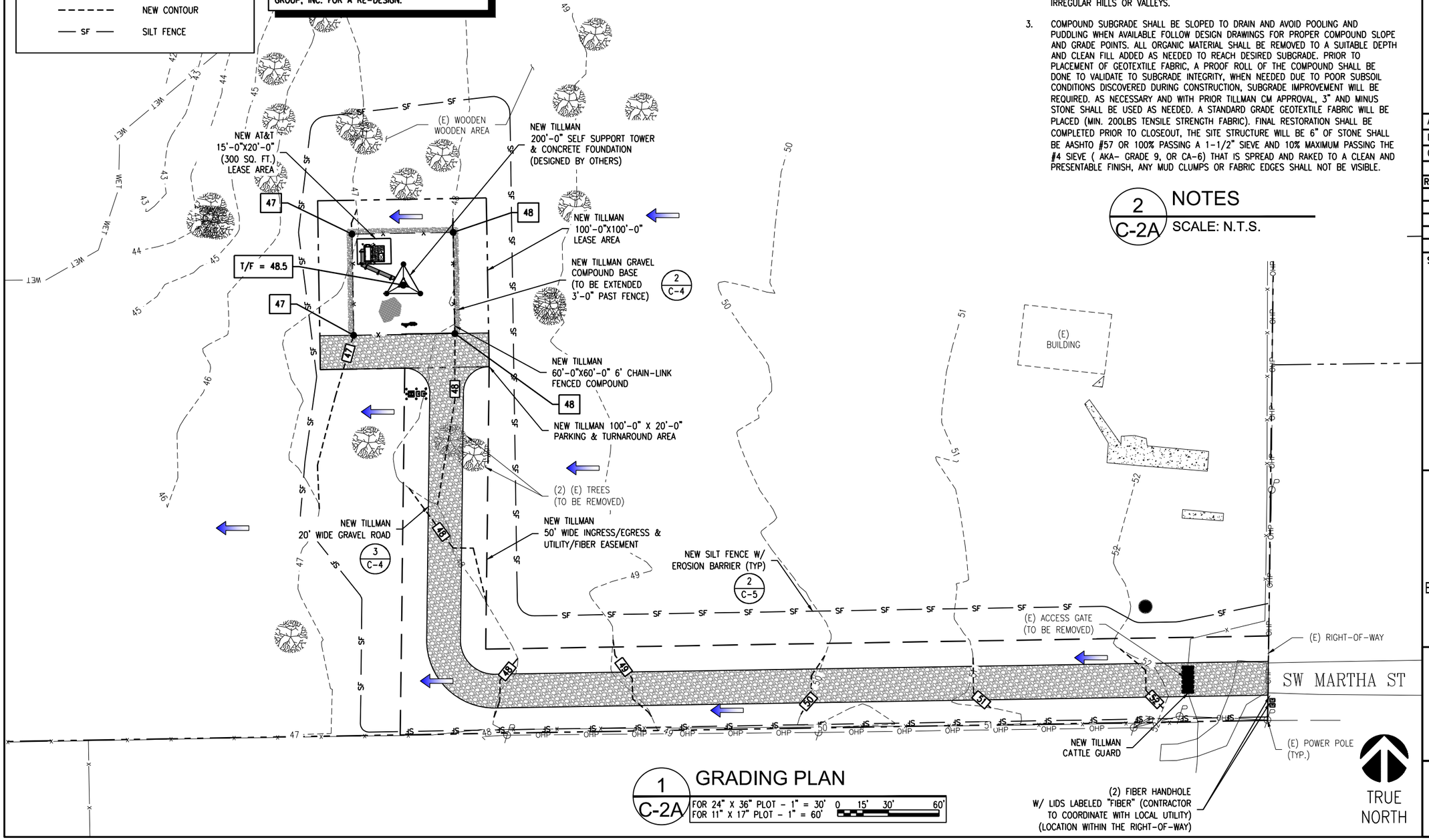

1 C-2A **GRADING PLAN**
FOR 24" X 36" PLOT - 1" = 30'
FOR 11" X 17" PLOT - 1" = 60'
0 15' 30' 60'

1. PRIOR TO ANY EARTHWORK OR GRUBBING, SOIL EROSION MEASURES SHALL BE IN PLACE TO MEET OR EXCEED LOCAL CODE REQUIREMENTS AND GOOD JUDGMENT. SOIL EROSION FILTER FENCE SHALL BE PLACE DOWNHILL FROM ANY NEW EXCAVATION OR SOIL DISTURBANCE AND ON THE UPHILL SIDE AS NECESSARY TO REDUCE WATER FLOW VELOCITY WHICH WILL REDUCE SOIL EROSION ON EXCAVATED SUBGRADE. SWALES SHALL HAVE STRAW OR SYNTHETIC DITCH CHECKS TO REDUCE EROSION AND MAINTAIN DOWNSTREAM WATER QUALITY.
2. THE SITE WILL BE GRADED PER PLAN AND SOUND JUDGEMENT, THE CONTRACTOR WILL AVOID HAVING STORMWATER FROM OFF-SITE FLOW ACROSS THE COMPOUND AND DEPOSIT SEDIMENT IN THE COMPOUND GRAVEL, THE ENTIRE 100'-0"X100'-0" LEASE AREA WILL BE GRADED AND MADE READY FOR FUTURE EXPANSION WHEN POSSIBLE AND FEASIBLE. SWALES SHALL BE CONSTRUCTED AROUND THE PERIMETER OF THE SITE TO MOVE WATER PAST THE SITE. COMPOUND GRAVEL SHALL HAVE A MINIMUM SLOPE OF 2% AND HAVE POSITIVE DRAINAGE TO PREVENT PUDDLING OR SEVERE EROSION. WHEN POSSIBLE, THE MAXIMUM SLOPE OF ANY COMPOUND IS 5% (1' OF DROP ACROSS 10' OF RUN) THE SITE WILL BE SMOOTH AND RELATIVELY LEVEL WITH NO IRREGULAR HILLS OR VALLEYS.
3. COMPOUND SUBGRADE SHALL BE SLOPED TO DRAIN AND AVOID POOLING AND PUDDLING WHEN AVAILABLE FOLLOW DESIGN DRAWINGS FOR PROPER COMPOUND SLOPE AND GRADE POINTS. ALL ORGANIC MATERIAL SHALL BE REMOVED TO A SUITABLE DEPTH AND CLEAN FILL ADDED AS NEEDED TO REACH DESIRED SUBGRADE. PRIOR TO PLACEMENT OF GEOTEXTILE FABRIC, A PROOF ROLL OF THE COMPOUND SHALL BE DONE TO VALIDATE TO SUBGRADE INTEGRITY, WHEN NEEDED DUE TO POOR SUBSOIL CONDITIONS DISCOVERED DURING CONSTRUCTION, SUBGRADE IMPROVEMENT WILL BE REQUIRED. AS NECESSARY AND WITH PRIOR TILLMAN CM APPROVAL, 3" AND MINUS STONE SHALL BE USED AS NEEDED. A STANDARD GRADE GEOTEXTILE FABRIC WILL BE PLACED (MIN. 200LBS TENSILE STRENGTH FABRIC). FINAL RESTORATION SHALL BE COMPLETED PRIOR TO CLOSEOUT, THE SITE STRUCTURE WILL BE 6" OF STONE SHALL BE AASHTO #57 OR 100% PASSING A 1-1/2" SIEVE AND 10% MAXIMUM PASSING THE #4 SIEVE (AKA- GRADE 9, OR CA-6) THAT IS SPREAD AND RAKED TO A CLEAN AND PRESENTABLE FINISH, ANY MUD CLUMPS OR FABRIC EDGES SHALL NOT BE VISIBLE.

2 C-2A **NOTES**
SCALE: N.T.S.

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FAX: 866-364-8375
www.allprocgi.com
FLORIDA FIRM REGISTRATION # 27492

ACGI NO:	23-2337
DRAWN BY:	RM
CHECKED BY:	CZ

REVISIONS

REV	DATE	DESCRIPTION	BY
4	04/23/25	DRC COMMENTS & REDLINES	RM
3	03/05/25	DRC COMMENTS & REDLINES	RM
2	10/15/24	CITY COMMENTS	RM
1	07/25/24	REV. PER CM REDLINES	RM
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STAMP

4/23/2025
CHIYU ZHANG
LICENSE
No 86873
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NOT VALID WITHOUT
P.E. STAMP & SIGNATURE

SITE INFORMATION
AT&T NUMBER
15828317
AT&T SITE NAME
HOG BAY AVE & HWY 70
TILLMAN SITE NUMBER
TI-OPP-29300
TILLMAN SITE NAME
BERNARDO HERNANDEZ-VILLANUEVA
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
GRADING PLAN

SHEET NUMBER:
C-2A

LEGEND

NEW	PROPOSED
(E)	EXISTING
—— – ——	CENTER LINE
—— – – ——	PROPERTY LINE
- - - - - - - -	EASEMENT LINE
—— – – ——	LEASE AREA
——X——	FENCE LINE
—— OHT ——	OVERHEAD TELCO
—— OHF ——	OVERHEAD FIBER
—— P ——	UNDERGROUND POWER CONDUIT
—— T ——	UNDERGROUND TELCO CONDUIT
—— F ——	UNDERGROUND FIBER CONDUIT
——GAS——	UNDERGROUND GAS
——OHP——	OVERHEAD POWER
—— SF ——	SILT FENCE
——GUY——	GUYED WIRE
——WET——	LIMITS OF WETLANDS

NOTE:
NEW BURIED OR OVERHEAD UTILITIES MUST BE CONTAINED WITHIN A DEDICATED UTILITY EASEMENT. ALL EXISTING AND NEW UTILITY EASEMENTS MUST BE VERIFIED PRIOR TO CONSTRUCTION. NO DIGGING OR TRENCHING SHALL BE ALLOWED WITHOUT PRIOR VERIFICATION OF EXISTING BURIED UTILITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

SITE REFERENCE NOTE:
SITE LAYOUT IS BASED ON SURVEY BY MILLMAN LAND SERVICES, INC., MSI PROJECT NO. 57298, DATED 9/15/2023. IF ANY DISCREPANCY IS NOTED BETWEEN ACTUAL SITE LAYOUT AND THIS DRAWINGS, PLEASE NOTIFY ALLPRO FOR REDESIGN.

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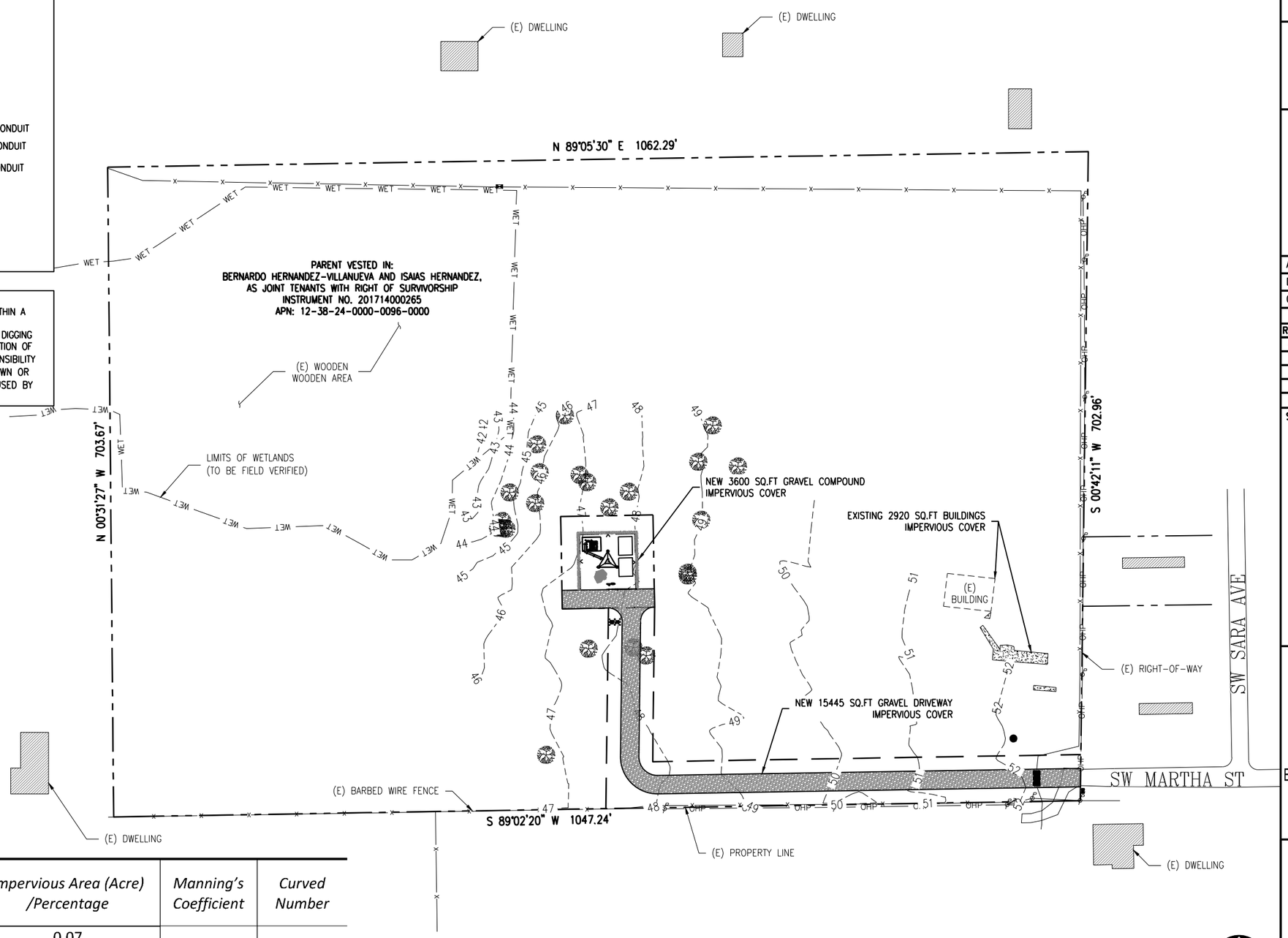

	Impervious Area (Acre) /Percentage	*Manning's Coefficient*	*Curved Number*
Pre-development	0.07 / 0.39%	0.36	66.36
Post-development	0.5 / 2.96%	0.36	66.96

1 C2-B IMPERVIOUS COVER EXHIBIT
SCALE: 1" = 70'
FOR 11" X 17" PLOT - 1" = 140'
0 35' 70' 140'

(E) MOBILE HOME

TRUE NORTH

TILLMAN INFRASTRUCTURE
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0	05/30/24	FINAL CD	RM

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SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
IMPERVIOUS COVER EXHIBIT

SHEET NUMBER:
C2-B

LEGEND

NEW	PROPOSED
(E)	EXISTING
—— – ——	CENTER LINE
—— – – ——	PROPERTY LINE
- - - - - - - -	EASEMENT LINE
—— – – ——	LEASE AREA
——X——	FENCE LINE
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—— GUY ——	GUYED WIRE
—— WET ——	LIMITS OF WETLANDS
⇦	EXISTING FLOW
⬅	PROPOSED FLOW

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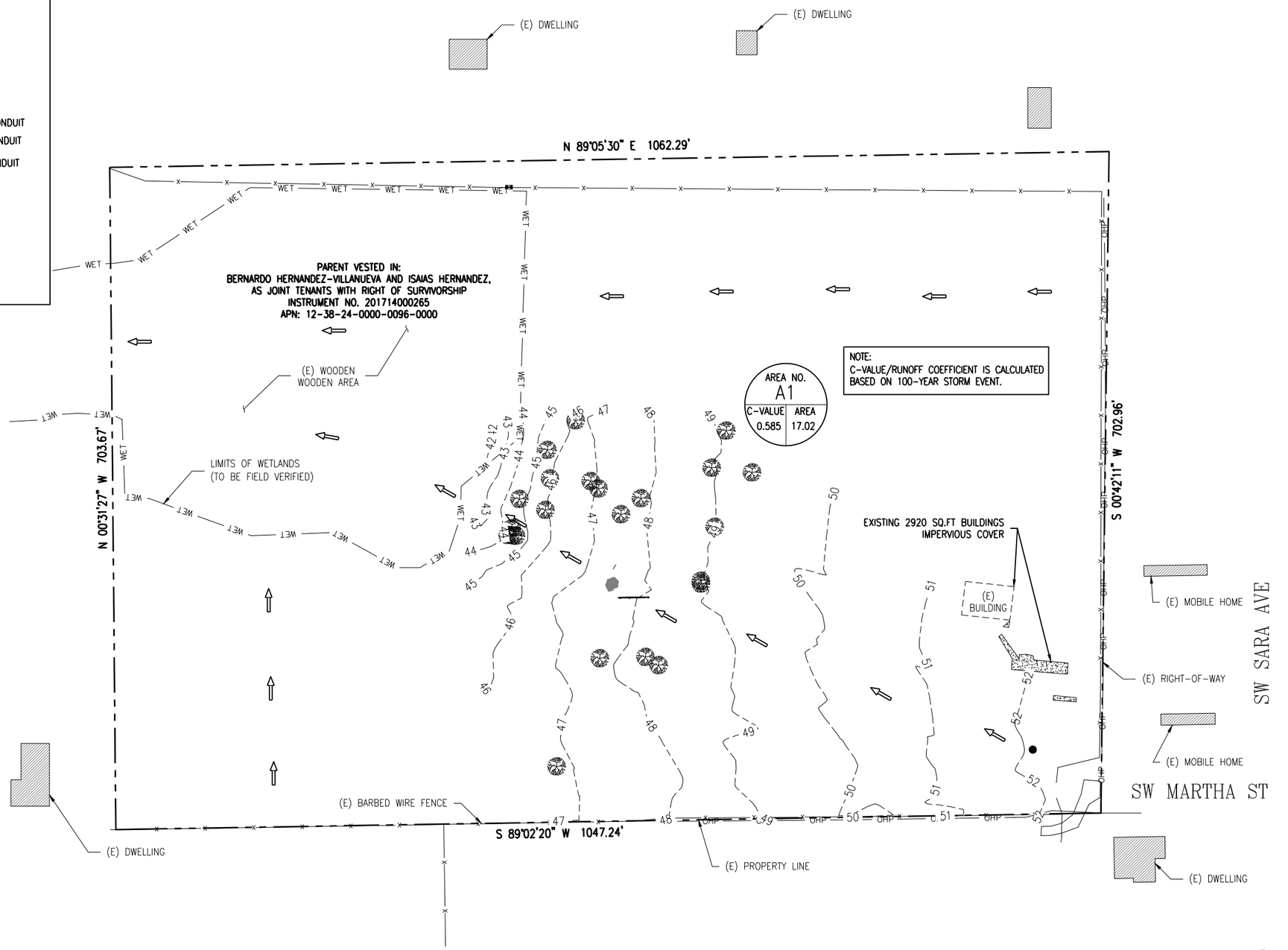

1 / C2-C **EXISTING DRAINAGE PLAN**

FOR 24" X 36" PLOT - 1" = 70'
FOR 11" X 17" PLOT - 1" = 140'
0 35' 70' 140'

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SHEET TITLE:
EXISTING DRAINAGE AREA MAP

SHEET NUMBER:
C2-C

LEGEND

NEW	PROPOSED
(E)	EXISTING
—— – ——	CENTER LINE
—— – – ——	PROPERTY LINE
– – – – – –	EASEMENT LINE
—— – – ——	LEASE AREA
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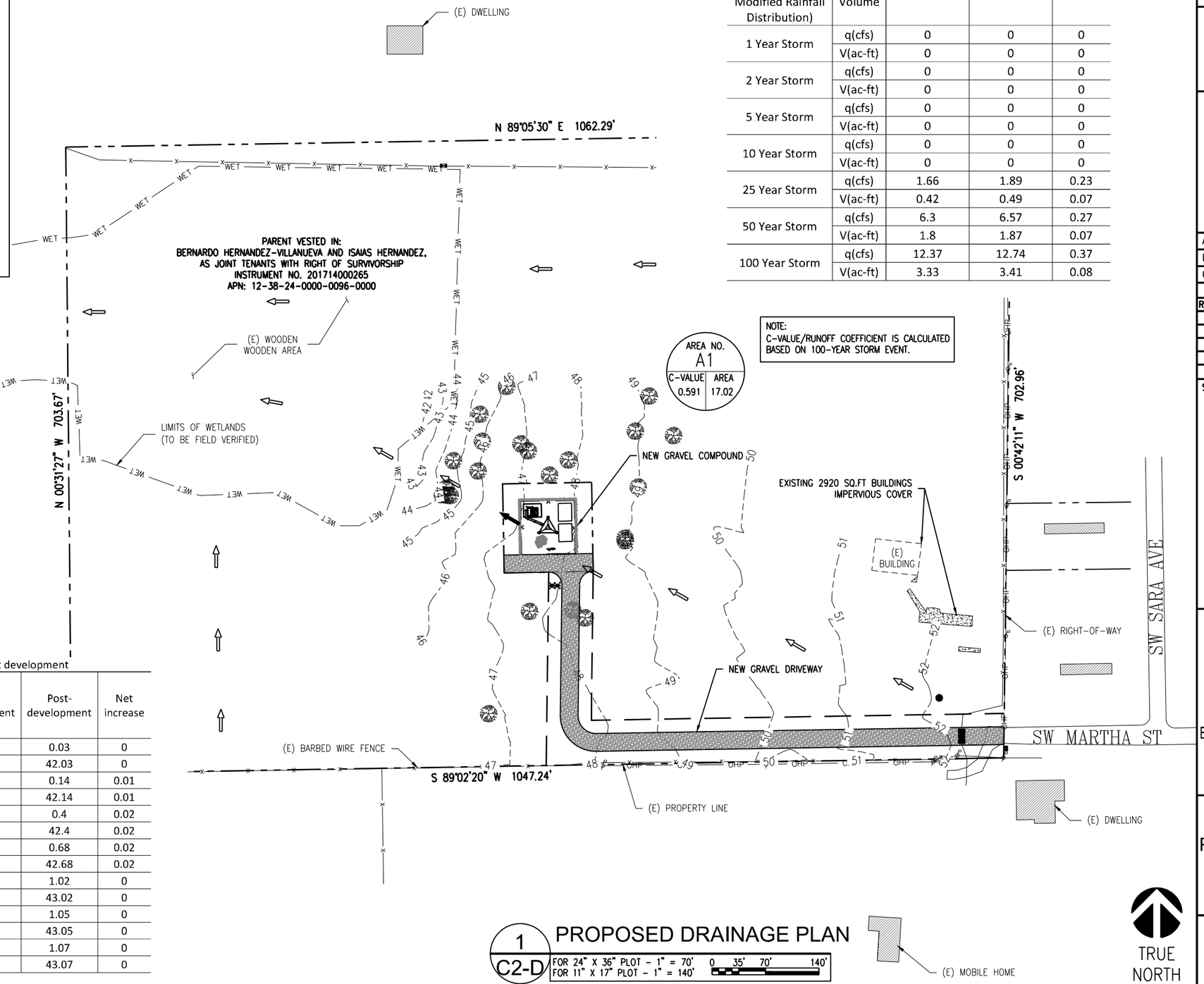
Retention HGL Results - Pre and Post development

Storm Event (24-hour duration/SCS Type II Florida Modified Rainfall Distribution)	Maximum Depth / HGL (ft)	Pre-development	Post-development	Net increase
1 Year Storm	Depth	0.03	0.03	0
	HGL	42.03	42.03	0
2 Year Storm	Depth	0.13	0.14	0.01
	HGL	42.13	42.14	0.01
5 Year Storm	Depth	0.38	0.4	0.02
	HGL	42.38	42.4	0.02
10 Year Storm	Depth	0.66	0.68	0.02
	HGL	42.66	42.68	0.02
25 Year Storm	Depth	1.02	1.02	0
	HGL	43.02	43.02	0
50 Year Storm	Depth	1.05	1.05	0
	HGL	43.05	43.05	0
100 Year Storm	Depth	1.07	1.07	0
	HGL	43.07	43.07	0



1 / C2-D PROPOSED DRAINAGE PLAN

FOR 24" X 36" PLOT - 1" = 70'
FOR 11" X 17" PLOT - 1" = 140'
0 35' 70' 140'

NOTE:
C-VALUE/RUNOFF COEFFICIENT IS CALCULATED BASED ON 100-YEAR STORM EVENT.

Runoff Results - Pre and Post development

Storm Event (24-hour duration/SCS Type II Florida Modified Rainfall Distribution)	Peak Flow/ Runoff Volume	Pre-development	Post-development	Net increase
1 Year Storm	q(cfs)	0	0	0
	V(ac-ft)	0	0	0
2 Year Storm	q(cfs)	0	0	0
	V(ac-ft)	0	0	0
5 Year Storm	q(cfs)	0	0	0
	V(ac-ft)	0	0	0
10 Year Storm	q(cfs)	0	0	0
	V(ac-ft)	0	0	0
25 Year Storm	q(cfs)	1.66	1.89	0.23
	V(ac-ft)	0.42	0.49	0.07
50 Year Storm	q(cfs)	6.3	6.57	0.27
	V(ac-ft)	1.8	1.87	0.07
100 Year Storm	q(cfs)	12.37	12.74	0.37
	V(ac-ft)	3.33	3.41	0.08

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TILLMAN SITE NAME
BERNARDO HERNANDEZ-VILLANUEVA
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
PROPOSED DRAINAGE AREA MAP

SHEET NUMBER:
C2-D

NOTE:
PRIOR TO ATTACHING ANTENNAS AND MOUNTING SECTIONS, TOWER AND TOWER FOUNDATION MUST BE ANALYZED BY A LICENSED STRUCTURAL ENGINEER TO VERIFY TOWER IS CAPABLE OF SUPPORTING THE NEW LOADS. STRUCTURAL ANALYSIS BY OTHERS.

CLIMBERS NOTE:
CLIMBERS SHOULD NOT LATCH OR TIE THEIR SUPPORT LANYARD OR GEAR ON TO ANTENNAS, RADIOS, ANTENNA MOUNTS ETC WITHOUT PROPER EVALUATION. THEY SHOULD ONLY TIE TO THEIR SUPPORT LANYARDS OR GEAR TO OR ATTACH TO TOWER STRUCTURAL MEMBERS THAT HAVE VISIBLE BOLTING AND CONNECTION TO THE LARGER STRUCTURE.

NOTE:
MOUNT ANALYSIS BY OTHERS. NO ANTENNAS OR EQUIPMENT SHALL BE INSTALLED WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER.

NOTE:
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS.

NOTE:
NEW ANTENNA PLACEMENT LOCATION TO BE FIELD VERIFIED BY GENERAL CONTRACTOR PRIOR TO CONSTRUCTION TO AVOID ANY INTERFERENCE OR SHADOWING OF EXISTING ANTENNAS. IF INTERFERENCE OR SHADOWING OF EXISTING ANTENNAS IS DISCOVERED DURING FIELD VERIFICATION, PLEASE CONTACT ALLPRO CONSULTING GROUP INC. FOR DESIGN REVISION PRIOR TO ANY NEW ANTENNA INSTALLATION.

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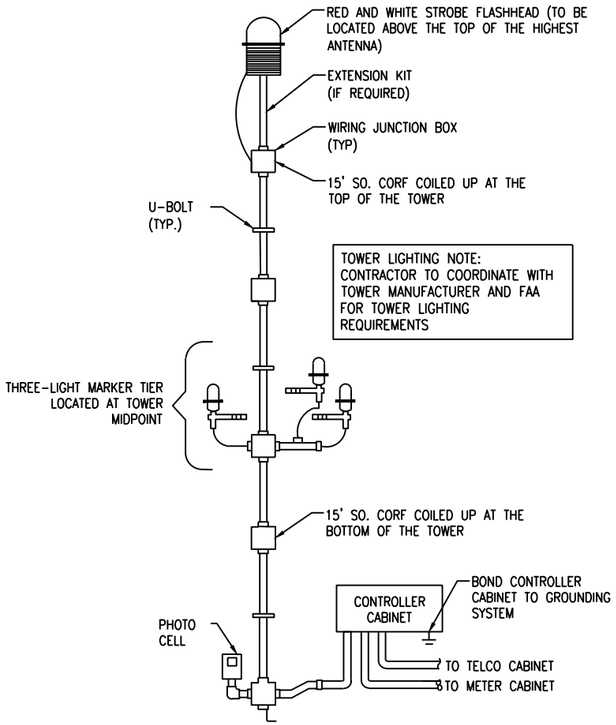
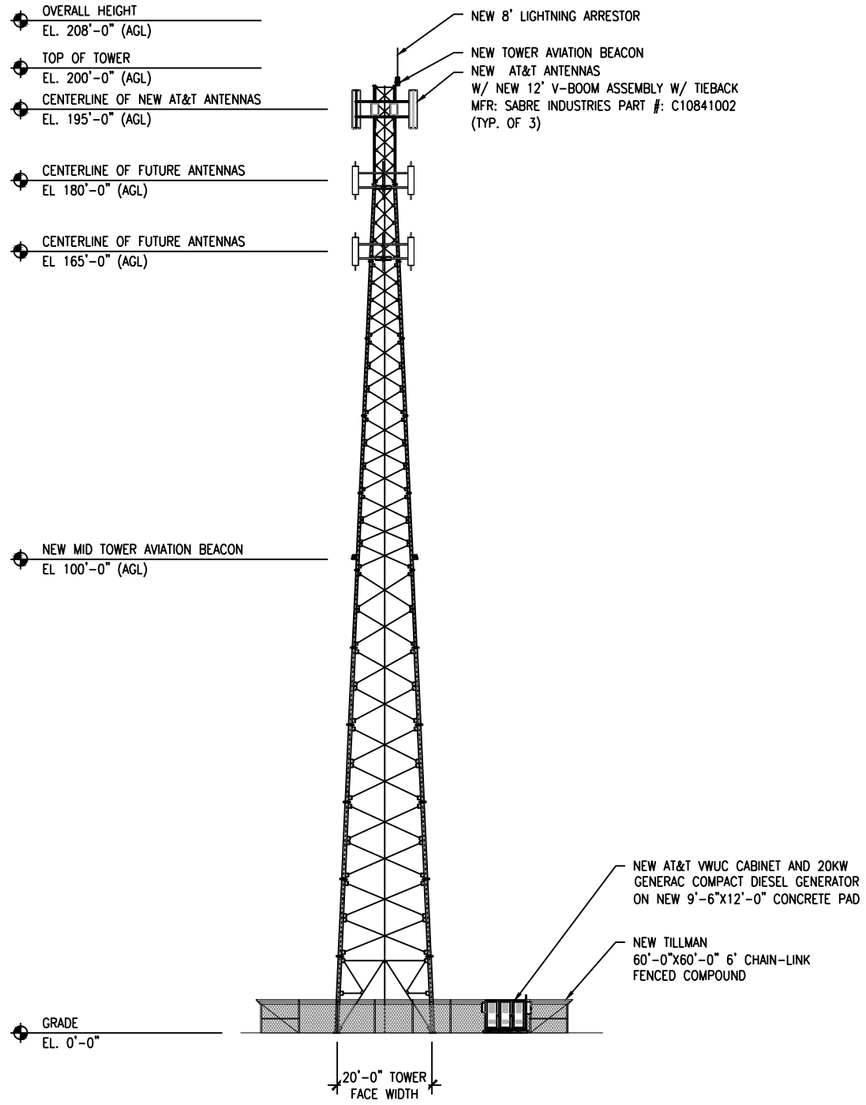


2 C-3 TOWER LIGHTING DETAIL
SCALE: N.T.S.



1 C-3 ELEVATION
FOR 24" X 36" PLOT - 1/16" = 1' 0 4' 8' 16' 32'
FOR 11" X 17" PLOT - 3/64" = 1'

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ARCADIA, FL 34266

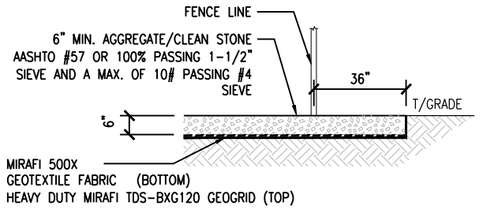
SHEET TITLE:
ELEVATION

SHEET NUMBER:
C-3

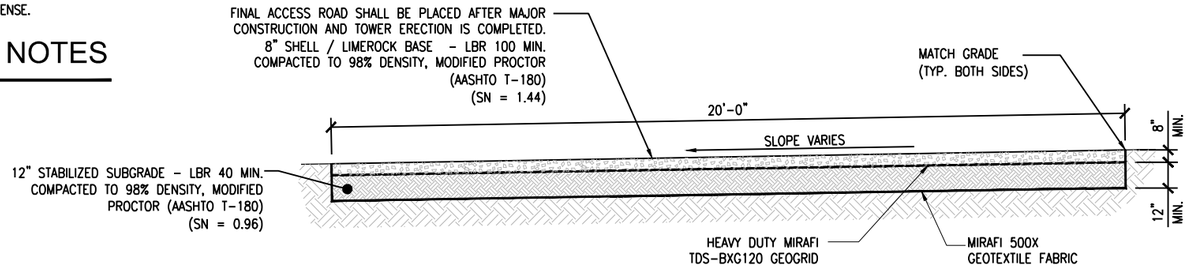
SITE WORK:

1. BEFORE STARTING GENERAL SITE PREPARATION ACTIVITIES, INSTALL EROSION AND SEDIMENT CONTROL MEASURES. THE WORK AREA SHALL BE CONSTRUCTED AND MAINTAINED IN SUCH CONDITION THAT IN THE EVENT OF RAIN THE SITE WILL BE WELL DRAINED AT ALL TIMES.
2. PERFORM ALL SURVEY, LAYOUT, STAKING AND MARKING TO ESTABLISH AND MAINTAIN ALL LINES, GRADES, ELEVATIONS AND BENCHMARKS NEEDED FOR EXECUTION OF THE WORK.
3. LOCATE AND CLEARLY FLAG TREES, VEGETATION AND EXISTING SITE CONDITIONS TO REMAIN UNDISTURBED DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT MANAGER TO ESTABLISH INSPECTIONS AND APPROVAL PROCESS FOR ALL SITE WORK.
5. EXCAVATION AND STRUCTURAL BACKFILL FOR TOWER FOUNDATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. CONTRACTOR IS REQUIRED TO OBTAIN A COPY OF THE REPORT PRIOR TO CONSTRUCTION.
6. SUITABLE NON-STRUCTURAL BACKFILL: EXCAVATED INORGANIC MATERIAL, COHESIVE AND NON-COHESIVE MATERIALS, INCLUDING GRAVEL, SAND, SILT, CLAY, AND COMBINATIONS THEREOF FREE FROM REFUSE, FROZEN LUMPS, STONES OR ROCKS LARGER THAN 3 INCHES.
7. UNSUITABLE BACKFILL: TOP SOIL, HIGH AND MODERATELY PLASTIC SILTS AND CLAY, MATERIAL CONTAINING REFUSE, FROZEN LUMPS, DEMOLISHED BITUMINOUS MATERIAL, VEGETATIVE MATTER, WOOD, STONES IN EXCESS OF 3 INCHES.
8. GEOTEXTILE FABRIC (AND GEOGRID, WHEN REQUIRED) SHALL BE INSTALLED PER MANUFACTURER RECOMMENDATIONS.
9. REMOVE ALL FORMWORK RESULTING FROM CONCRETE CONSTRUCTION PRIOR TO BACKFILL.
10. ALL SUITABLE FILL MATERIAL SHALL BE INSTALLED IN HORIZONTAL LAYERS NOT EXCEEDING A LOOSE DEPTH OF 9 INCHES AND SHALL BE COMPACTED TO NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY PER THE MODIFIED PROCTOR TEST, ASTM D1557.
11. WHEN SOFT, YIELDING OR OTHERWISE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED AT THE REQUIRED TRENCH BOTTOM ELEVATION, OVER-EXCAVATE THE TRENCH TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE REQUIRED ELEVATION AND BACKFILL WITH GRANULAR BEDDING MATERIAL.
12. UTILIZE SUITABLE FILL MATERIALS RESULTING FROM THE EXCAVATION WORK IN THE CONSTRUCTION OF FILL, ACCESS ROAD, SITE GRADING AND FOR THE REPLACEMENT OF REMOVED UNSUITABLE MATERIALS.
13. PERFORM ALL FINISHED GRADING TO PROVIDE SMOOTH, EVEN SURFACE AND SUBSURFACE DRAINAGE OF THE ENTIRE AREA WITHIN THE LIMITS OF CONSTRUCTION. GRADING SHALL BE COMPATIBLE WITH ALL SURROUNDING TOPOGRAPHY AND STRUCTURES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING PRIVATE UTILITIES.
15. WHEN EXCAVATING IN THE AREA OF EXISTING UTILITIES, THE CONTRACTOR SHALL USE REASONABLE CARE IN PROTECTING SUCH UTILITIES. THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER IMMEDIATELY OF ANY CONFLICTS BETWEEN EXISTING UTILITIES AND NEW CONSTRUCTION.
16. DAMAGE TO PUBLIC OR PRIVATE UTILITIES SHALL BE REPORTED TO THE PROJECT MANAGER AND THE OWNER OF THE UTILITY IMMEDIATELY. ANY DAMAGE RESULTING FROM THE CONTRACTOR'S NEGLIGENCE OR FAILURE TO ACT WITH DUE REGARD SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

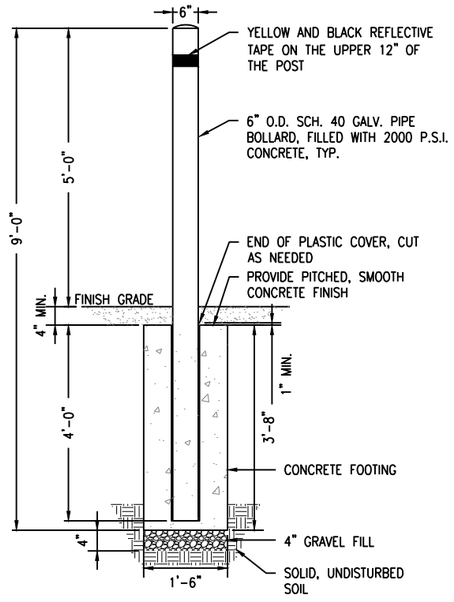
1 / C-4 SITE WORK NOTES
SCALE: N.T.S.



2 / C-4 GRAVEL COMPOUND DETAIL
SCALE: N.T.S.



3 / C-4 GRAVEL DRIVEWAY TYP. SECTION
SCALE: N.T.S.



6 / C-4 BOLLARD DETAIL
SCALE: N.T.S.

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FLORIDA FIRM REGISTRATION # 27492

ACGI NO:	23-2337
DRAWN BY:	RM
CHECKED BY:	CZ

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0	05/30/24	FINAL CD	RM

STAMP

4/23/2025
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LICENSE
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TILLMAN SITE NAME
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ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
GRADING DETAILS

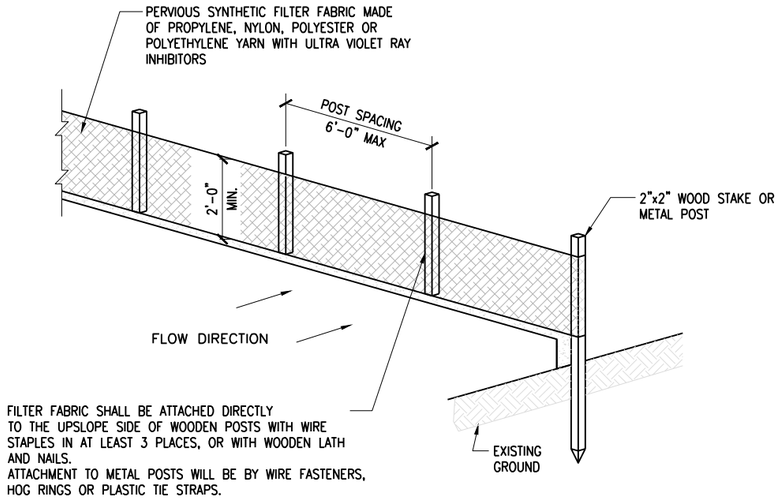
SHEET NUMBER:
C-4

1. ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE APPLICABLE STATE ADOPTED "PROCEDURES AND STANDARDS FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL" AND THE "STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL" OF THE STATE ENVIRONMENTAL PROTECTION AGENCY.
2. A SOIL EROSION CONTROL FENCE SHALL BE INSTALLED BEFORE DISTURBING THE GROUND AND SHALL BE PROVIDED AS SHOWN ON THE PLAN. THE CONDITION OF THE FENCE SHALL BE INSPECTED REGULARLY AND AFTER EVERY RAINSTORM THAT MIGHT PRODUCE RUNOFF. DAMAGED OR DETERIORATED ITEMS SHALL BE REPLACED AND MAINTAINED IN AN EFFECTIVE CONDITION
3. SOIL EROSION CONTROL MEASURES SHALL BE INCLUDED IN CONTRACTOR BID AND PRICING
4. THE ENTIRE SITE SHALL BE GRADED SO THAT NO STORM WATER RUNOFF AND LIKEWISE SOIL SEDIMENT CAN FLOW UNRESTRICTED FROM THE SITE
5. ALL INLETS, STRUCTURES, PIPES, SWALES, AND ROADS SHALL BE KEPT CLEAN AND FREE OF DIRT AND SILT
6. MAINTAIN SOIL EROSION CONTROL MEASURES THROUGH THE DURATION OF THIS PROJECT
7. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN REACHING ONE HALF THE HEIGHT OF THE BARRIER
8. ALL SOIL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ALL DISTURBED EARTH HAS BEEN PAVED OR VEGETATED
9. ANY EXCESS TOPSOIL THAT IS TO BE STOCKPILED FOR A PERIOD LONGER THAN 2 WEEKS SHALL BE PROTECTED BY EXCAVATING A TRENCH COMPLETELY AROUND THE STOCKPILE TO PREVENT THE ESCAPE OF SOIL MATERIAL THROUGH STORM WATER RUNOFF. STOCKPILES THAT ARE TO REMAIN LONGER THAN 14 DAYS SHALL BE SEEDED WITH AN APPROPRIATE GROUND COVER
10. TO PREVENT SOIL FROM LEAVING THE SITE ON CONSTRUCTION VEHICLE WHEELS, TEMPORARY GRAVEL ROADS AT WORK ENTRANCES SHALL BE CONSTRUCTED AND SHALL EXTEND INTO JOB SITE. THE EXISTING PAVEMENT SURFACES SHALL BE INSPECTED DAILY FOR SOIL DEBRIS AND SHALL BE CLEANED WHEN NECESSARY
11. REPLACE SOIL EROSION CONTROL MEASURES WITH SEED, SOD AND TOPSOIL AT THE COMPLETION OF THE PROJECT
12. SOIL EROSION CONTROL MEASURES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN PROJECT IS COMPLETED

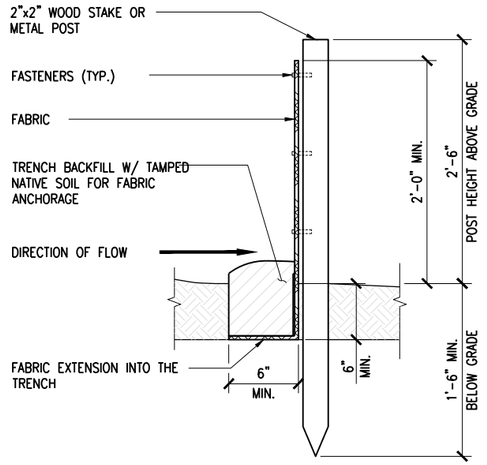
SOIL EROSION AND SEDIMENT CONTROL NOTES

1 / C-5

SCALE: N.T.S.



ISOMETRIC VIEW

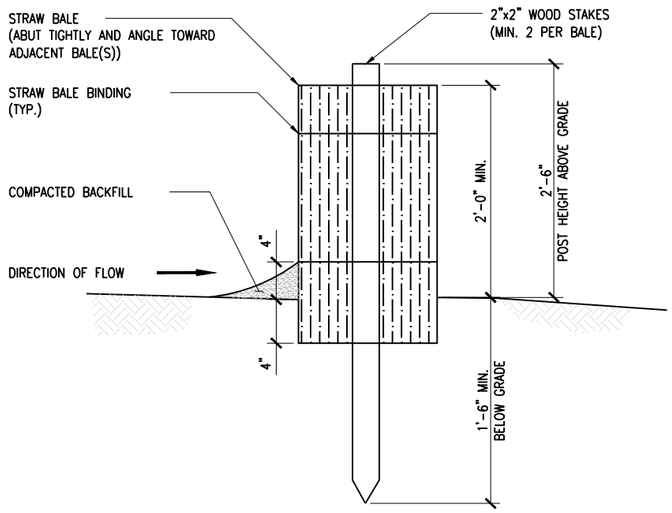


SECTION VIEW

EROSION CONTROL - SILT FENCE

2 / C-5

SCALE: N.T.S.



SECTION VIEW

EROSION CONTROL - STRAW BALE (OPTIONAL)

3 / C-5

SCALE: N.T.S.

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4/23/2025
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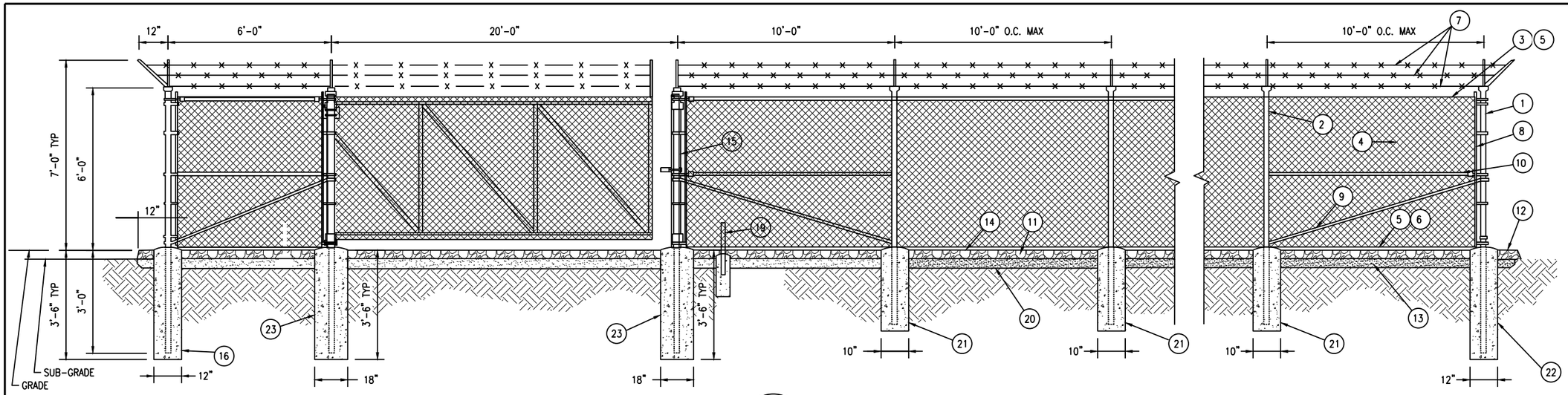
SHEET TITLE:
EROSION CONTROL DETAILS

SHEET NUMBER:
C-5



FENCE DETAIL

1 / C-6

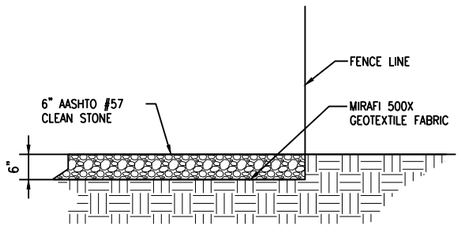
SCALE: N.T.S.

GENERAL NOTES:

1. INSTALL FENCING PER ASTM F-567
2. INSTALL SWING GATES PER ASTM-900
3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 2" STD. GAUGE (HOT DIP, ASTM A120 GRADE "A" STEEL) ALL GATE FRAMES SHALL BE WELDED, ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV, (OR EQUAL)
5. ALL OPEN POSTS SHALL HAVE END-CAPS
6. USE GALVANIZED HOG-RING WORE TO MOUNT ALL SIGNS
7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC
8. USE COMMERCIAL GRADE MATERIALS ONLY

REFERENCE NOTES:

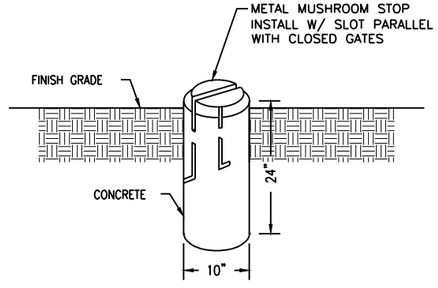
1. CORNER END OR PULL POST 4" NOMINAL SCHEDULE 40 PIPE.
2. LINE POST: 2 1/2"SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
3. TOP RAIL & BRACE RAIL: 1 1/2" PIPE, PER ASTM-F1083
4. FABRIC" 9GA CORE WIRE SIZE 2' MESH, CONFORMING TO ASTM-A392
5. TIE WIRE: MINIMUM II GA GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE END AT TENSIONS WIRE BU HOG RINGS SPACED AX. AT 24" O.C.
6. TENSION WIRE: 9GA GALVANIZE STEEL
7. BARBED WIRE: DOUBLE STRAND 12 1/2" OD TWISTED WIRE TO MATCH WITH FABRIC 14GA, 4PT. BARBS SPACE ON APPROX. 5" CENTERS
8. STRETCHER BAR
9. 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD
10. FENCE CORNER POST BRACE: 1 5/8" DIAZ. EACH CORNER EACH WAY
11. 1" MAXIMUM CLEARANCE FROM GRADE
12. 2" FINISH OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK
13. 4" COMPACTED 95% BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
14. FINISH GRADE SHALL BE UNIFORM AND LEVEL
15. GATE POST 4" SCHEDULE 40 PIPE. FOR GATE WIDTHS UP THRU 7 FEET OR 4 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083
16. GATE FRAME: 2" STD. GAUGE PIPE, PER ASTM-F1083
17. GATE FRAME: 2" STD. GAUGE PIPE, PER ASTM-F1083
18. GATE DIAGONAL GALVANIZED STEEL 1 1/2" PIPE
19. DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION
20. GEOMETRIES FABRIC
21. LINE POST: CONCRETE FOUNDATION (2500 PSI)
22. CORNER POST: CONCRETE FOUNDATION (2500 PSI)
23. GATE POST: CONCRETE FOUNDATION (2500 PSI)
24. STYMIE LOCK OR EQUIVALENT



GRAVEL COMPOUND DETAIL

2 / C-6

SCALE: N.T.S.



MUSHROOM STOP DETAIL

3 / C-6

SCALE: N.T.S.

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0	05/30/24	FINAL CD	RM

STAMP

4/23/2025
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PROFESSIONAL ENGINEER

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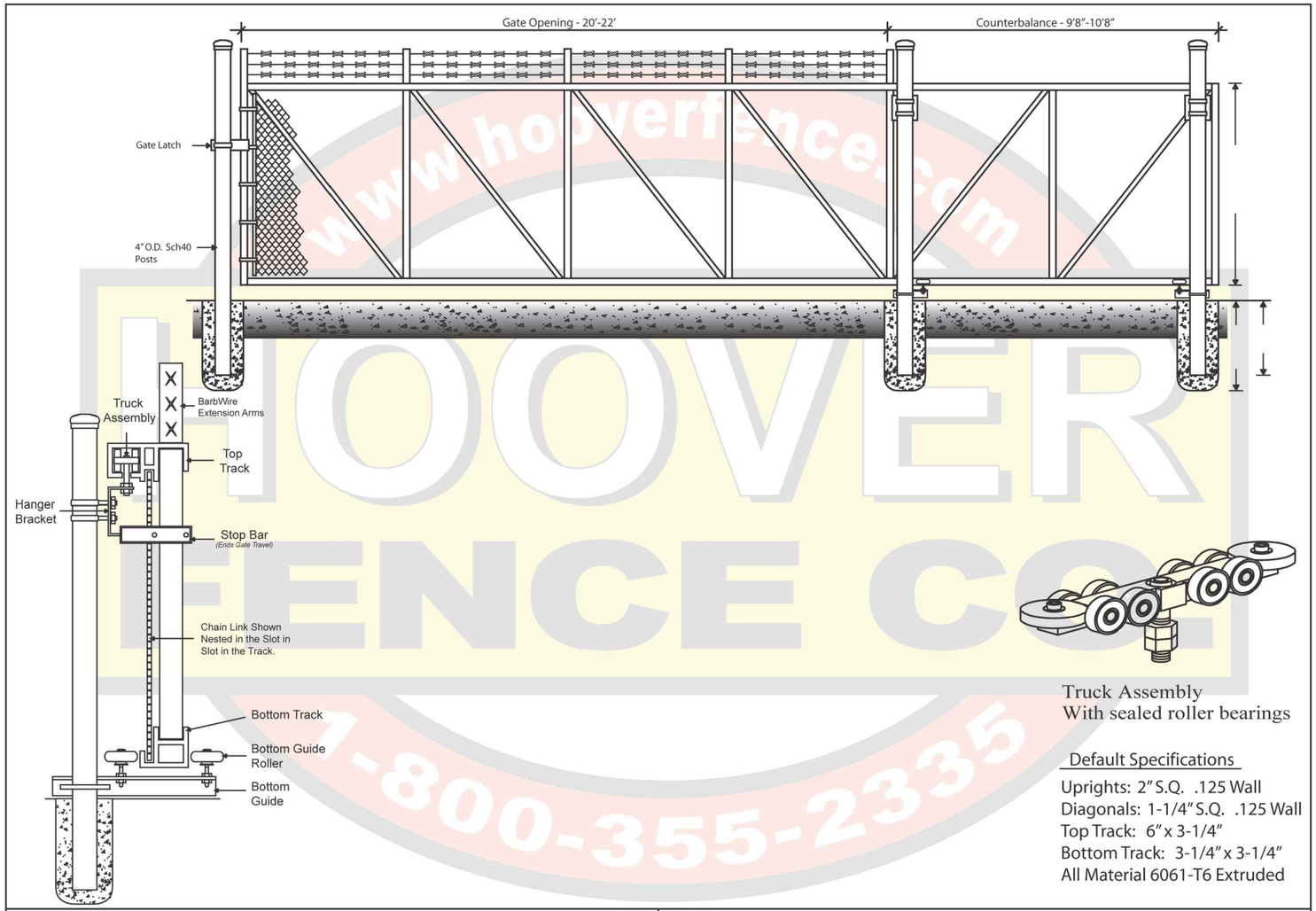
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
FENCE LAYOUT & DETAILS

SHEET NUMBER:
C-6

DETAILS BY OTHERS NOTE:
DETAILS SHOWN ON THIS PAGE WERE PROVIDED BY OTHERS AND ARE NOT CARRIED UNDER THE SIGNATURE AND SEAL OF ALLPRO CONSULTING GROUP, INC. AND/OR IT'S ENGINEERS.



Truck Assembly
With sealed roller bearings

Default Specifications

Uprights: 2" S.Q. .125 Wall
Diagonals: 1-1/4" S.Q. .125 Wall
Top Track: 6" x 3-1/4"
Bottom Track: 3-1/4" x 3-1/4"
All Material 6061-T6 Extruded

HOOVER FENCE CO.	Project: 20'-22' Aluminum Slide Gate With Barb		
	Approved By/Date	Revision NO.	Drawing NO.
	Drawn By:	Effective Date	

1 / C-6.1 GATE DETAIL
SCALE: N.T.S.

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FENCE LAYOUT & DETAILS

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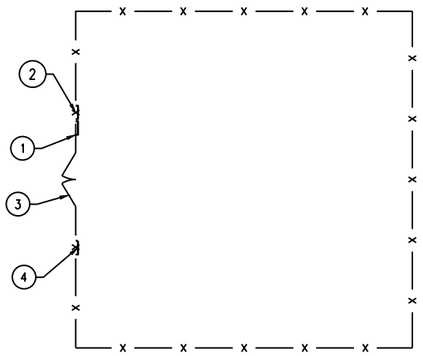
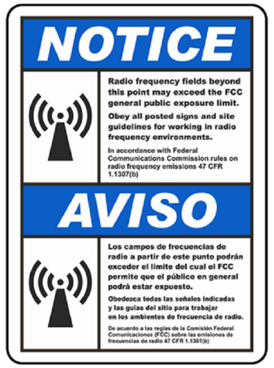
C-6.1



NOTE:
SEE TYPICAL SIGNS AND SPECIFICATIONS DETAIL ON THIS SHEET FOR SIGN DESIGNATIONS.

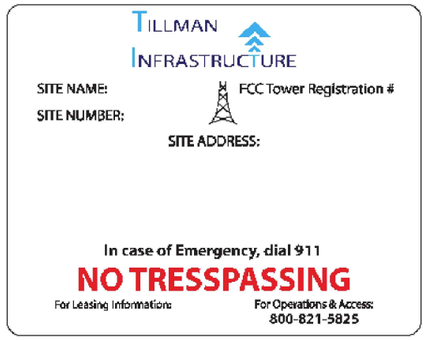
NOTE:

GENERAL CONTRACTOR SHALL PROCURE AND PROVIDE 0.063" RUST FREE ALUMINUM SIGNS WITH ONE YEAR WARRANTY FOR ALL SIGNS



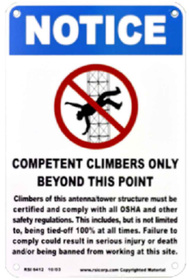
① NOTICE - RF SIGN (BLUE)

12" x 18" DIGITAL PRINT MOUNTED TO 0.063" THICK ALUMINUM



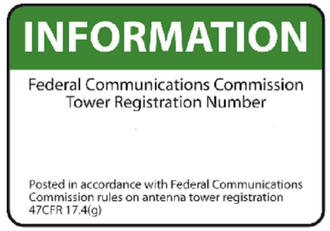
② SITE OWNER SIGN

30" X 36" DIGITAL PRINT MOUNTED TO 0.063" THICK ALUMINUM



③ TOWER CLIMBING SIGN DETAIL

12" x 18" DIGITAL PRINT MOUNTED TO 0.063" THICK ALUMINUM



④ ASR SIGN

10" x 12" DIGITAL PRINT MOUNTED TO 0.063" THICK ALUMINUM

⑤ CATTLE SIGN (AS REQUIRED)

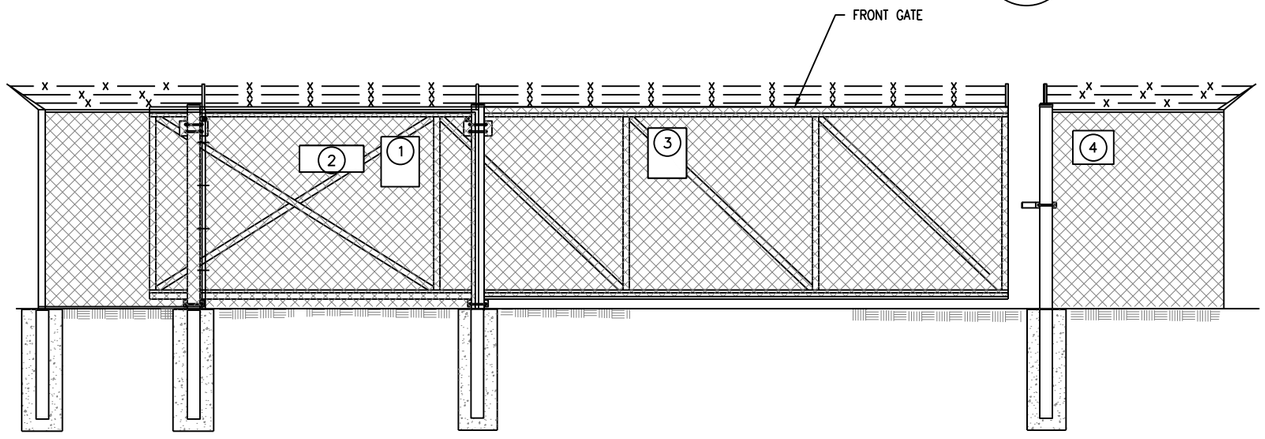
SITES WITH LIVESTOCK SHALL HAVE THIS SIGN ON THE RANCH GATE/ACCESS GATE

1 / C-7 SIGN PLACEMENT PLAN VIEW

SCALE: N.T.S.

2 / C-7 TYPICAL SIGNS AND SPECIFICATIONS

SCALE: N.T.S.



3 / C-7 SIGN PLACEMENT FRONT GATE VIEW

SCALE: N.T.S.

SIGNAGE NOTES:
1. SIGNS SHALL FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATING.
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL B MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILITIES IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.

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SHEET TITLE:

SITE SIGNAGE DETAILS

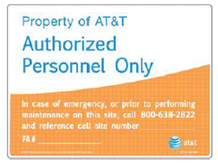
SHEET NUMBER:

C-7

Section 1: Standard Cell Site Signage

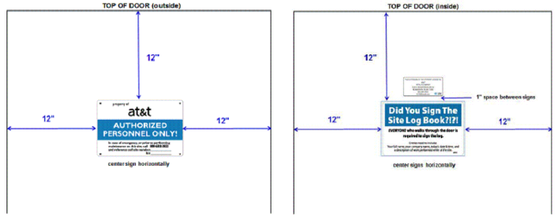
- **AT&T owned sites require the following signs:**

1. **Gate sign**
   - 15" x 20" aluminum gate sign



2. **Door sign (shelter or tenant improvement room)**
   - 8" x 12" door sign

Recommended layouts for main shelter door



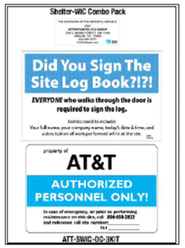
3. **FCC Custodial License sign** (*note change in address for FCC Group effective 9/2017*)
   - 3" x 6.5"

4. **No Trespassing signs**

- **AT&T leased sites (not owned by AT&T) only require a door and FCC Custodial License sign**

Combination sign packages for shelters and WIC (Walk-In-Cabinet):

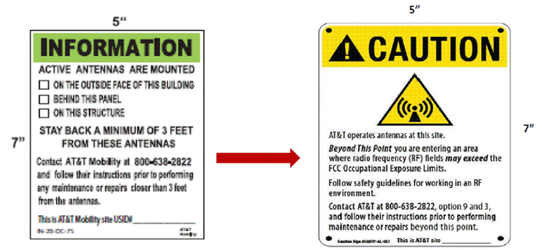
- Available from Excel Signs, item # *ATT-SWIC-DC-3KIT*. Includes door, log book and FCC Custodial Letter signs



NEW *INFO-2 SIGN POLICY*

Effective immediately, Information 2 signs shall be retired from AT&T sign inventory and 5"x7" **Caution Sign 2C** sign will be used instead

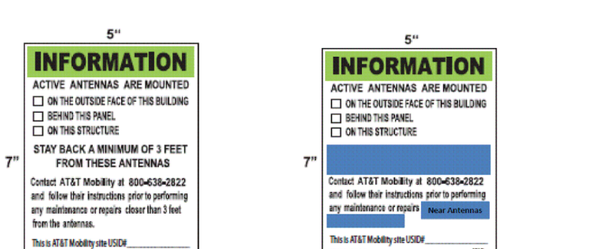
Vendors/AT&T Field technicians shall remove existing "**Information Sign 2**" sign/s that currently exist at the site (i.e. parapet mount) and replace them with the following "**Caution Sign 2C** sign which has 5"x7" dimension.



INFORMATION Sign 2 — Caution Sign 2C

NEW *INFO-2 SIGN POLICY (Existing Historical Signs)*

If **Information sign 2** sign/s are not able to be removed (i.e. existing stocks or damage risk to structure, the verbiage will be covered as example on bottom right as well as adding "**Near Antenna**" with a marker



INFORMATION Sign 2 — Covered INFORMATION Sign 2

Section 4: FCC Signs

- **Antenna Structure Registration (ASR) sign**
  1. 8" x 12" sign

- **FCC custodial letter**
  1. 3" x 6.5" decal sign (available through Excel Sign, part #ATT DC CUS 653)

OR

2. 8.5" x 11" standard paper

THE CUSTODIAN OF THIS STATION'S LICENSE IS:
AT&T
ATTENTION TO: FCC GROUP
208 S. AKARD STREET, RM 1016
DALLAS, TEXAS 75202
855-699-7073
FCCMW@att.com

Section 6: Miscellaneous signs

The following signs are optional and may be posted as needed:

- Log Book sign
  1. Posting on inside of shelter door recommended

- Padlock decal
  1. Can be affixed to padlocks to indicate an AT&T lock
  2. Can also be used to label items such as electrical disconnect boxes, electrical meters, etc.
  3. 1" x 8" decal if ordered from Excel Sign

- Gate signs

- Door Exit sign
  1. May be posted on the inside of shelter doors at sites currently not equipped with an Exit sign (or emergency light/exit sign combination) above the door
  2. Sign has glow in the dark letters and border to aid visibility
  3. Excel part # EXT-128-DL

TILLMAN INFRASTRUCTURE
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NEW YORK, NY 10019

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SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
www.allprocgi.com
FLORIDA FIRM REGISTRATION # 27492

ACGI NO:	23-2337
DRAWN BY:	RM
CHECKED BY:	CZ

REVISIONS

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2	10/15/24	CITY COMMENTS	RM
1	07/25/24	REV. PER CM REDLINES	RM
0	05/30/24	FINAL CD	RM

STAMP

4/23/2025
CHIYU ZHANG
LICENSE
No 86873
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PROFESSIONAL ENGINEER
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AT&T SITE NAME
HOG BAY AVE & HWY 70
TILLMAN SITE NUMBER
TI-OPP-29300
TILLMAN SITE NAME
BERNARDO HERNANDEZ-VILLANUEVA
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
AT&T SITE SIGNAGE DETAILS

SHEET NUMBER:
C-7.1

Section 2: Outdoor Cabinet Site Signage

Outdoor sites require the same gate and no trespassing signs as indoor sites if owned by AT&T. In place of the door sign the cabinets must have the following signs:

- Single cabinet sites require a sign, such as a door sign, that indicates AT&T as the owner and has provisions for adding the site number along with the MNRC contact number
  1. Sign must be affixed to the side of the cabinet (front, rear or side) which is most visible when approaching the cabinet from the site access point
     - 8" x 12" decal acceptable for outdoor cabinet

- Multiple cabinet sites require the sign specified in the previous bullet attached to the side of each cabinet on the end of the lineup. In addition, a sign indicating AT&T as the owner must be affixed to the front or rear of every cabinet (not both).
  1. AT&T identification sign is to be affixed to the most visible area (front or rear) when approaching the cabinets from the site access point
     - 3" x 6.5" decal is acceptable for front or rear of outdoor cabinets

     - Example of AT&T identification signs on outdoor cabinets (signs on each end of lineup not shown but are required)

- Miscellaneous enclosures such as AC electrical boxes and meter housings, shall have an AT&T identification sign attached. Acceptable signs are engraved phenolic labels, the 3" x 6.5" sign shown above or the padlock decal shown on page 12 or an equivalent type of sign indicating AT&T ID

- Diesel generators installed outdoors, such as on a pad in a compound, shall have signs affixed to the tank on both of the long sides of the generator. For belly tank style generators, if signs will not properly adhere to the tank they may be installed on the generator housing (alternate locations shown in yellow boxes below)
  1. AT&T identification sign, 8" x 12" or 3" x 6.5"
  2. Hazard diamond sign, 15" x 15" with 6" numbers (1-2-0)
  3. Yellow EH&S sign, approximately 10" x 10"
  4. Diesel Fuel, Combustible, No Smoking (Excel combination sign is recommended)

Note: for stand-alone tank style generators (not belly tank) the only required sign on the generator itself is the AT&T identification sign. All 4 signs listed above will be installed on the stand-alone fuel tank

Belly Type Tank Style Generator

NOTE: if ribs on the generator tank do not allow enough room to place signs, it is acceptable to affix the signs to the generator housing

Stand-alone Type Tank Style

Section 3: Fixed Generator Signage (continued)

Per AT&T EH&S, fixed generators are required to have the following signage:

1. **AT&T identification sign, 8" x 12" or 3" x 6.5"**

OR

2. **Yellow EH&S sign**

3. **Fuel type, Combustible (Diesel), Flammable (Propane & Natural Gas) and No Smoking signs (individual signs or the Excel combination sign shown below are acceptable). Fuel tank capacity is optional**

4. **Hazard diamond sign, 15" x 15" with 6" numbers (1-2-0) Diesel only**

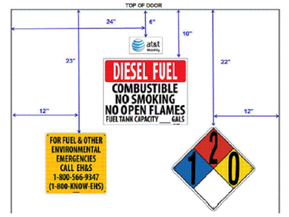
Section 3: Fixed Generator Signage (continued)

Per AT&T EH&S, fixed generators are required to have signage posted as follows:

- Diesel generators installed indoors, such as a shelter generator room, shall have signs affixed to the entrance door to the room the generator is housed in and one of the long sides of the generator tank. If signs will not properly adhere to the tank they may be installed on the end of the generator housing (yellow box on far right photo below)
  1. AT&T identification sign, 8" x 12" or 3" x 6.5"
  2. Hazard diamond sign, 15" x 15" with 6" numbers (1-2-0)
  3. Yellow EH&S sign
  4. Diesel Fuel, Combustible, No Smoking signs (Excel combination sign is recommended)

Door Signage ***Preferred Tank Signage Location*** ***Alternate Tank Signage Location***

Recommended layout for a 4' x 7' generator room door



Section 3: Fixed Generator Signage (continued)

Diesel generator signs may be purchased in a kit from Excel Signs (link below). The kit contains 2 of each required sign and provides all of the signage needed for a diesel generator site

Excel Sign Diesel Generator Combo Pack

Diesel Generator Combo Pack

Consists of:

(2) Diesel Fuel 15x12 Decals
(2) EH&S 11x11 Decals
(2) NFPA Pre-printed 120 15x15 Decals
(2) ATT Mobility 6.5x3 Logo Decals

Natural gas and propane generators signage requirements are identical to diesel generators with the exception that the Hazard Diamond sign is not required unless mandated by the Authority Having Jurisdiction (AHJ). Combination signs are available for both natural gas and propane through Excel sign. A combo sign pack is also available for propane generators.

Excel Sign Propane Generator Combo Pack

Propane Generator Combo Pack

(2) Propane Fuel 15x12 Decals
(2) EH&S 11x11 Decals
(2) NFPA Pre-printed 240 15x15 Decals
(2) ATT Mobility 6.5x3 Logo Decals

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ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:

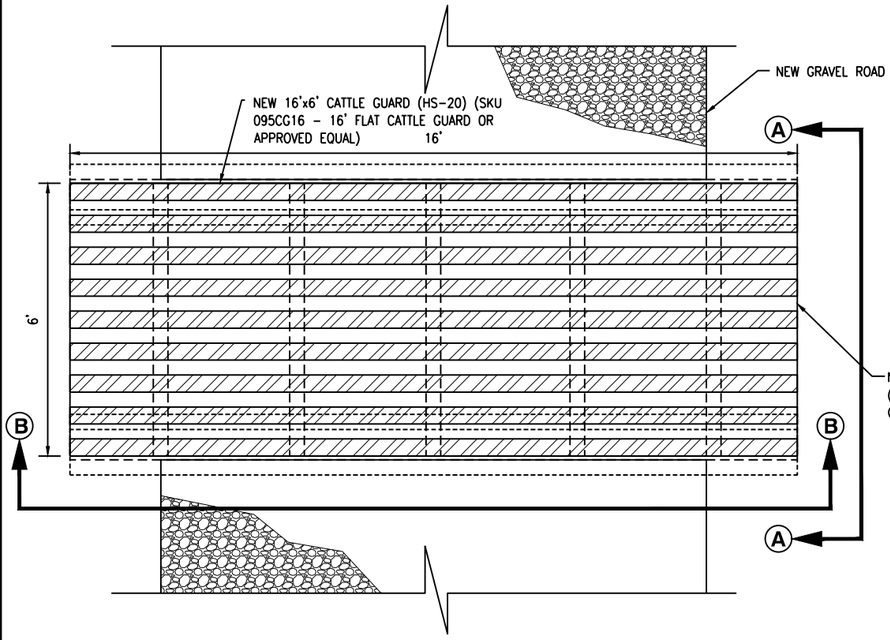
AT&T
SITE SIGNAGE
DETAILS

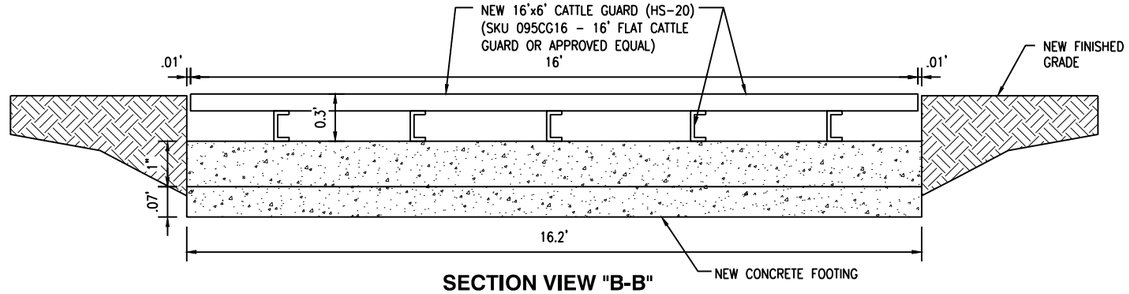
SHEET NUMBER:

C-7B

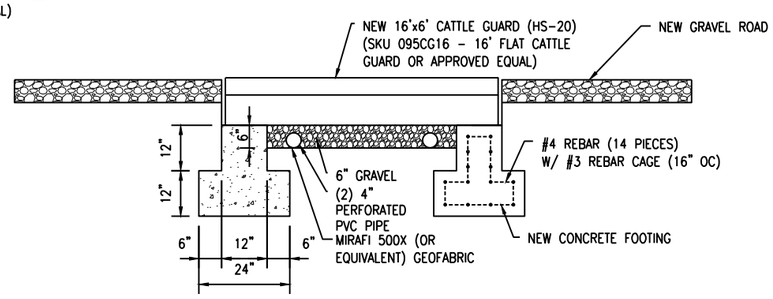
DETAILS BY OTHERS NOTE:
DETAILS SHOWN ON THIS PAGE WERE PROVIDED BY OTHERS AND ARE NOT CARRIED UNDER THE SIGNATURE AND SEAL OF ALLPRO CONSULTING GROUP, INC. AND/OR IT'S ENGINEERS.

NOTE:
CATTLE GUARDS ARE DESIGNED TO SUPPORT THE WEIGHT OF VEHICLES, AND THEIR LOAD-BEARING CAPACITY VARIES DEPENDING ON THE MATERIALS AND CONSTRUCTION. THEY ARE TYPICALLY RATED TO HANDLE LOADS FROM STANDARD PASSENGER VEHICLES UP TO HEAVY FARM EQUIPMENT, WITH RATINGS RANGING FROM 10 TO 20 TONS OR MORE. FOR PUBLIC ROADS, AASHTO (AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS) STANDARDS OFTEN DICTATE AN H-20 LOAD RATING, MEANING THE CATTLE GUARD CAN SUPPORT UP TO 16,000 POUNDS PER AXLE.





SECTION VIEW "B-B"



SECTION VIEW "A-A"

1 / C-8 CATTLE GUARD DETAILS

SCALE: N.T.S.

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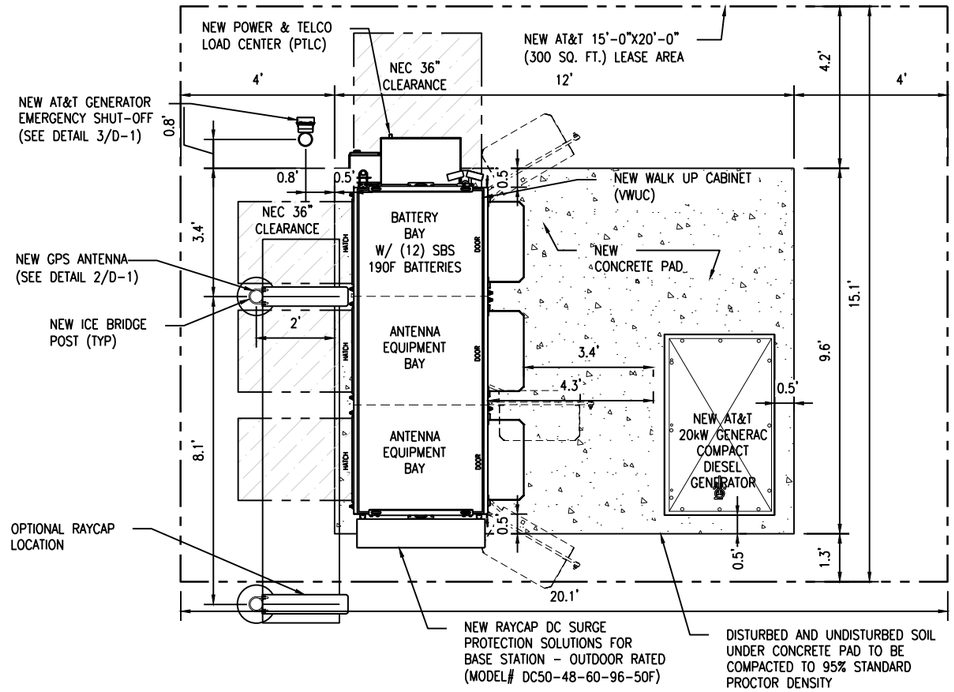
SHEET TITLE:
CATTLE GUARD DETAILS

SHEET NUMBER:
C-8



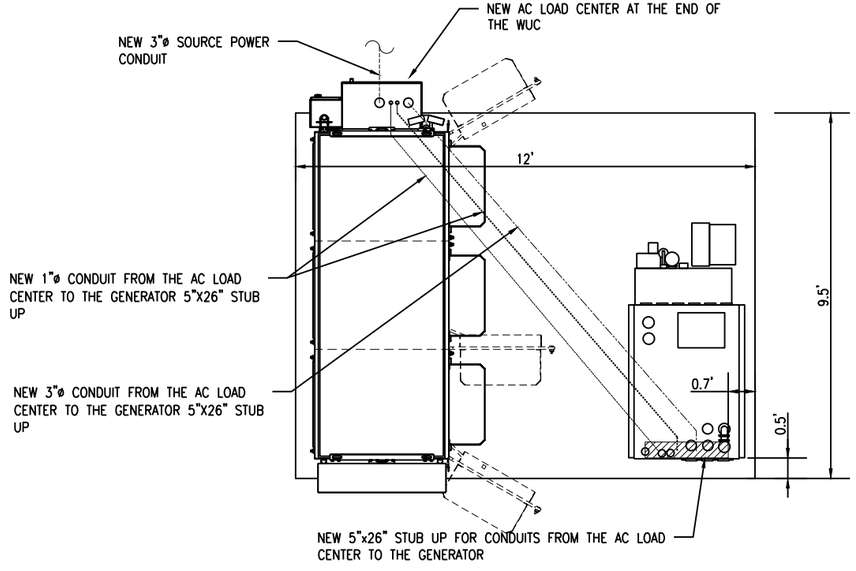
1 / D-1 CONCRETE PAD LAYOUT

SCALE: N.T.S.

NOTES:
1. REFER TO D-3 FOR VWUC SPECIFICATIONS
2. REFER TO ATTACHMENTS FOR GENERATOR SPECIFICATIONS

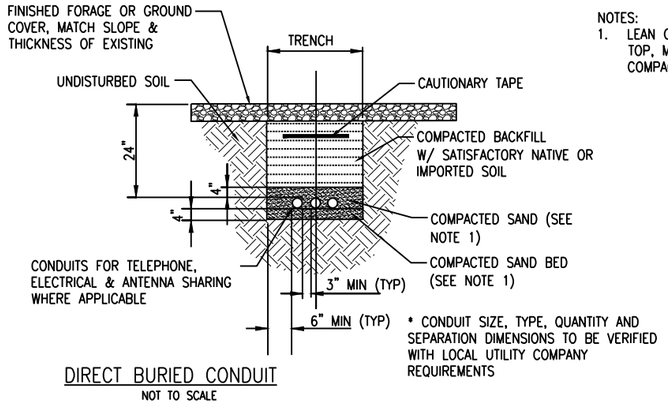
BATTERY SPECIFICATIONS:
ENERSYS POWERSAFE SBS-190F BATTERY 12V 190AH FRONT TERM

QUANTITY:	12
SKU / OSI ITEM NUMBER:	SBS-190F
CHEMISTRY:	SEALED LEAD ACID
NOMINAL VOLTAGE:	12V
NOMINAL CAPACITY:	190.0AH
TERMINALS:	M6
DIMENSIONS (L X W X H):	22.10 X 4.90 X 12.40
WEIGHT (POUNDS):	132.3



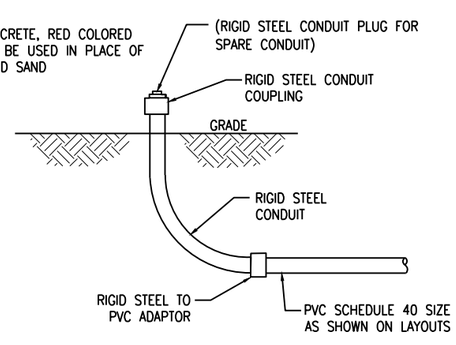
2 / D-1 CONCRETE PAD CONDUIT ROUTING

SCALE: N.T.S.



DIRECT BURIED CONDUIT
NOT TO SCALE

NOTES:
1. LEAN CONCRETE, RED COLORED TOP, MAY BE USED IN PLACE OF COMPACTED SAND



UNDERGROUND CONDUIT STUB-UP
NOT TO SCALE

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SITE ADDRESS
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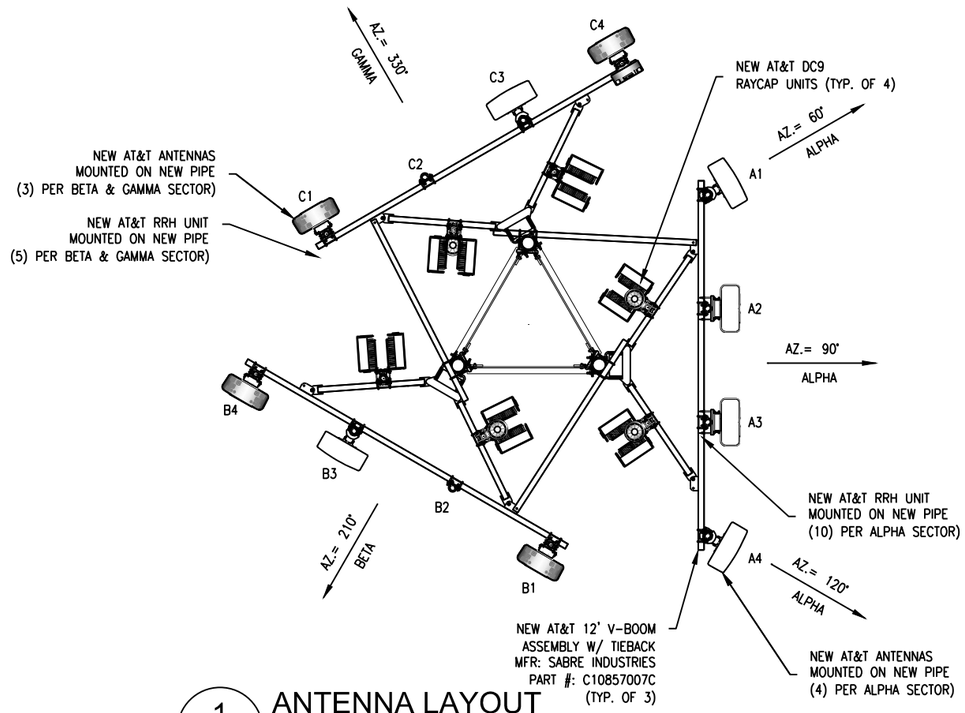
ARCADIA, FL 34266

SHEET TITLE:
EQUIPMENT LAYOUT & DETAILS

SHEET NUMBER:
D-1



1 / D-2 ANTENNA LAYOUT

SCALE: N.T.S.

NOTE:
NEW ANTENNA PLACEMENT LOCATION TO BE FIELD VERIFIED BY GENERAL CONTRACTOR PRIOR TO CONSTRUCTION TO AVOID ANY INTERFERENCE OR SHADOWING OF EXISTING ANTENNAS. IF INTERFERENCE OR SHADOWING OF EXISTING ANTENNAS IS DISCOVERED DURING FIELD VERIFICATION, PLEASE CONTACT ALLPRO CONSULTING GROUP INC. FOR DESIGN REVISION PRIOR TO ANY NEW ANTENNA INSTALLATION.

CLIMBERS NOTE:
CLIMBERS SHOULD NOT LATCH OR TIE THEIR SUPPORT LANYARD OR GEAR ON TO ANTENNAS, RADIOS, ANTENNA MOUNTS ETC WITHOUT PROPER EVALUATION. THEY SHOULD ONLY TIE TO THEIR SUPPORT LANYARDS OR GEAR TO OR ATTACH TO TOWER STRUCTURAL MEMBERS THAT HAVE VISIBLE BOLTING AND CONNECTION TO THE LARGER STRUCTURE.

NOTE:
PRIOR TO ATTACHING ANTENNAS AND MOUNTING SECTIONS, TOWER AND TOWER FOUNDATION MUST BE ANALYZED BY A LICENSED STRUCTURAL ENGINEER TO VERIFY TOWER IS CAPABLE OF SUPPORTING THE NEW LOADS. STRUCTURAL ANALYSIS BY OTHERS.

NOTE:
MOUNT ANALYSIS BY OTHERS. NO ANTENNAS OR EQUIPMENT SHALL BE INSTALLED WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER.

NOTE:
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS.

CABLE NOTE:
CONTRACTOR TO VERIFY AT&T MARKET STANDARD & LENGTHS PRIOR TO ORDERING COAX OR HYBRIFLEX CABLE

NOTE:
THE LATEST ANTENNA DESIGN IS TO BE REFERENCED PRIOR TO TOWER WORK TO VERIFY THE LATEST EQUIPMENT IS ACCOUNTED FOR.

PROPOSED ANTENNA CONFIGURATION AND CABLE SCHEDULE

SECTOR	POS	TECH	ANTENNA	ANTENNA ℄ HEIGHT	AZ	TMA/RRU	DC SURGE AND DISTRIBUTION	CABLE TYPE	CABLE LENGTH	DOWN TILTS
A	1	5G CBAND 5G DOD	ERICSSON AIR6419 B77D + AIR6419 B77G (STACKED)	195' AGL	60°	INTEGRATED WITHIN: AIR6419 B77G INTEGRATED WITHIN: AIR6419 B77D	(4) RAYCAP DC9-48-60-24-8C-EV	(4) 1" (WR-VG66ST-BRD) (2) 3/8" (FB-L98B-235; 24-PAIR)	200'	2
	2	LTE 700/1900/AWS 5G 850	ANDREW 2NN2HH-33B-R4		90°	RRH 4890 B25/B66 RRH 4890 B25/B66 RRH 4490 B5/B12A				1
	3	LTE 700/1900/AWS	ANDREW 2NN2HH-33B-R4		90°	RRH 4494 B14/B29 RRH 4490 B5/B12A RRH 4494 B14/B29				1
	4	5G CBAND 5G DOD	ERICSSON AIR6419 B77D + AIR6419 B77G (STACKED)		120°	INTEGRATED WITHIN: AIR6419 B77G INTEGRATED WITHIN: AIR6419 B77D				2
B	1	LTE 700/1900/AWS 5G 850	ANDREW NNH4-85B-R6	195' AGL	210°	RRH 4490 B5/B12A RRH 4890 B25/B66		(2) 1" (WR-VG66ST-BRD) (1) 3/8" (FB-L98B-235; 24-PAIR)	200'	1
	2									
	3	5G CBAND 5G DOD	ERICSSON AIR6419 B77D + AIR6419 B77G (STACKED)		210°	INTEGRATED WITHIN: AIR6419 B77G INTEGRATED WITHIN: AIR6419 B77D				2
	4	LTE 700/LTE	ANDREW NNH4-85B-R6		210°	RRH 4494 B14/B29				1
C	1	LTE 700/1900/AWS 5G 850	ANDREW NNH4-65B-R6H4	195' AGL	330°	RRH 4490 B5/B12A RRH 4890 B25/B66		(2) 1" (WR-VG66ST-BRD) (1) 3/8" (FB-L98B-235; 24-PAIR)	200'	1
	2									
	3	5G CBAND 5G DOD	ERICSSON AIR6419 B77D + AIR6419 B77G (STACKED)		330°	INTEGRATED WITHIN: AIR6419 B77G INTEGRATED WITHIN: AIR6419 B77D				2
	4	LTE 700/LTE	ANDREW NNH4-65B-R6H4		330°	RRH 4494 B14/B29				1

* INCLUDES SAFETY FACTOR OF 20' FT. (10 FT. AT BOTH ENDS OF CABLE RUN). CONTRACTOR TO VERIFY RF DATA WITH AT&T WIRELESS CONSTRUCTION MANAGER AND/OR RF ENGINEER PRIOR TO INSTALLATION

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ARCADIA, FL 34266

SHEET TITLE:
ANTENNA LAYOUT

SHEET NUMBER:
D-2

Vertiv™ NetSure™ X701 Walk Up Cabinet (WUC)

Description

The Vertiv™ NetSure™ X701 provides room for power, batteries, and other sensitive equipment in a single convenient outdoor enclosure. Its aluminum construction provides protection from both vandalism and harsh environmental conditions while still standing up to high winds and seismic events. With up to 15kW of heat dissipation available, the NetSure™ X701 outdoor enclosure is designed to handle ever-increasing heat load requirements at your base station and network edge sites.

- UL 2416 Certified
- Factory-integrated Vertiv™ NetSure™ 512 DC power system supports -48V and -58V DC load requirements
- Battery trays for (3) strings of VRLA batteries up to 210Ah each
- Up to 74RU of available equipment space
- Convenient cable entry and management throughout the enclosure

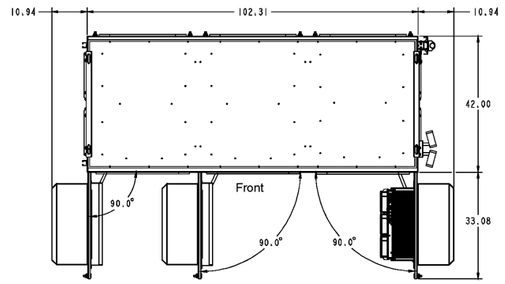
Technical Specifications

Enclosure		
Two-Bay	Dimensions (H x W x D)	86" x 68" x 54"
	Weight	1300 lbs.
	Equipment Space	43 RU available
	Color	Cool White
	Cabinet Access	Front door and rear panels
	Security	All handles can accommodate padlock
Three-Bay	Dimensions (H x W x D)	74" x 102" x 54"
	Weight	1650 lbs.
	Equipment Space	76 RU available
	Color	Cool White
	Cabinet Access	Front door and rear panels
	Security	All handles can accommodate padlock
Mounting		
Mounting Options	Pad; Platform	
Racks	Adjustable 19" to 23" racks in each equipment chamber	
Electrical		
Input/Output Voltage	208/240VAC single-phase input; -48VDC primary/-58VDC secondary output	
Maximum Input Current	N/A (Generally used w/ customer-provided service entrance transfer switch, generally 200A)	
Environmental		
Operating Temperature	-40°C to 46°C	
Relative Humidity	0% to 95% non-condensing	
Thermal Solutions		
Heat Exchanger	6000 watts in each equipment chamber, 2800 watts in power chamber	
Equipment Chamber		
DC Power	Factory-integrated NetSure 512 system	
AC Outlet	GFI	
Grounding	Ground bar in each chamber	
Standards Compliance		
Safety	UL 2416	
Environment	Designed for Telcordia GR-487	

Ordering Information, Three-Bay

AT&T Number	Vertiv Number	Description
CEQ.54298	F2020030	Vertiv™ NetSure™ X701 three-bay outdoor walk-up enclosure with 76 RU available
CEQ.53997	582137000501	NetSure™ 512, -48 VDC/-58 VDC, (43) -48 V load breaker positions, (16) -58 V load breaker positions, LVBD capability
	582137000027	(1) two row distribution cabinet
	582137000030	(4) rectifier shelves, 3 right positions can be used for -48V to -58V converters
	582137000AC	(1) -48 VDC (30 position) distribution panel
	582137000FJ	(1) -48 VDC (13 position) and -58 VDC (16 position) distribution panel
	1M830DNA10024046	(1) NCU controller
	552992	(2) 10M temperature probes
	541308	(2) alarm cables (power system side)
	541309	(2) alarm cable extensions
	582137000070	(1) extended interface board
	549017	(1) GMT fuse option board
		(1) 2800 watt door-mounted heat exchanger (power and battery chamber)
		(2) 6000 watt door-mounted heat exchanger (equipment chamber)
		(2) 66 blocks for alarms
		(3) 200 amp DC battery disconnects
		(4) 1000 watt equipment heaters
		(1) Duplex AC convenience outlet
		(3) 10-position ground bars

Figure 2.5 Overhead View with Door Open (F2020030) (3-Bay)



Notes:
1. All dimensions are in inches.

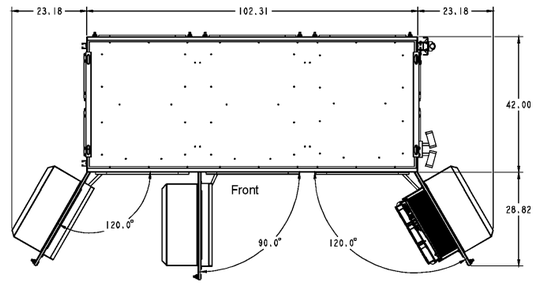


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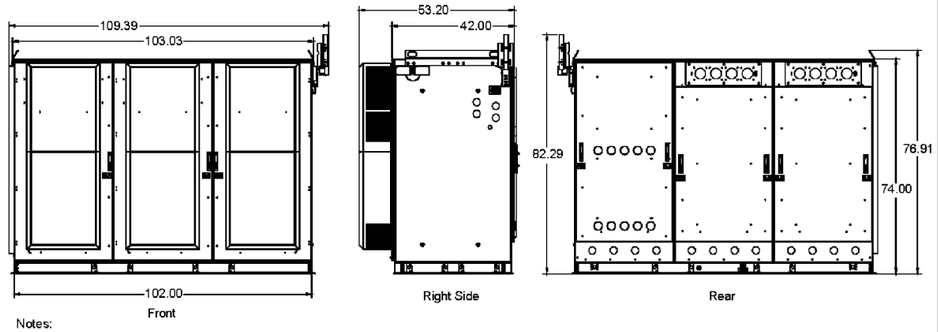
Figure 2.3 Enclosure Dimensions (F2020030) (3-Bay)



Notes:
1. All dimensions are in inches.

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3	03/05/25	DRC COMMENTS & REDLINES	RM
2	10/15/24	CITY COMMENTS	RM
1	07/25/24	REV. PER CM REDLINES	RM
0	05/30/24	FINAL CD	RM

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LICENSE
No 86873
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NOT VALID WITHOUT
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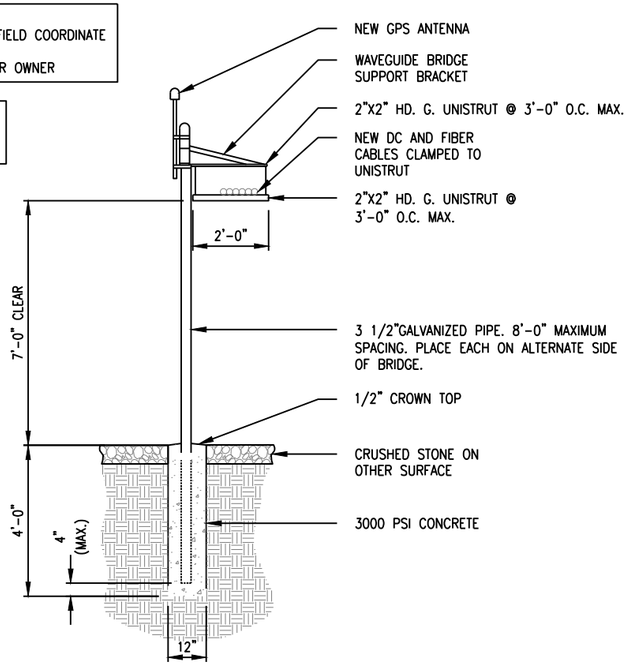
SITE INFORMATION
AT&T NUMBER
15828317
AT&T SITE NAME
HOG BAY AVE & HWY 70
TILLMAN SITE NUMBER
TI-OPP-29300
TILLMAN SITE NAME
BERNARDO HERNANDEZ-VILLANUEVA
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
VWUC SPECIFICATIONS

SHEET NUMBER:
D-3

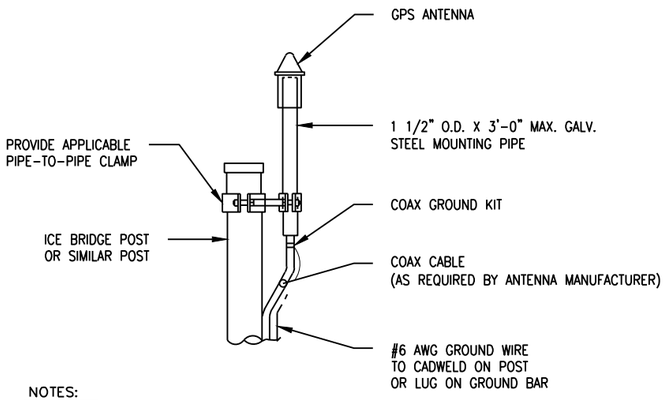
ICE BRIDGE NOTE:
PRIOR TO CONSTRUCTION FIELD COORDINATE HEIGHT AND ROUTE OF ICE BRIDGE WITH TOWER OWNER

ICE BRIDGE NOTE:
ALL SUPPORT POSTS MUST BE GROUNDED



1 / D-4 CABLE BRIDGE DETAIL

SCALE: N.T.S.

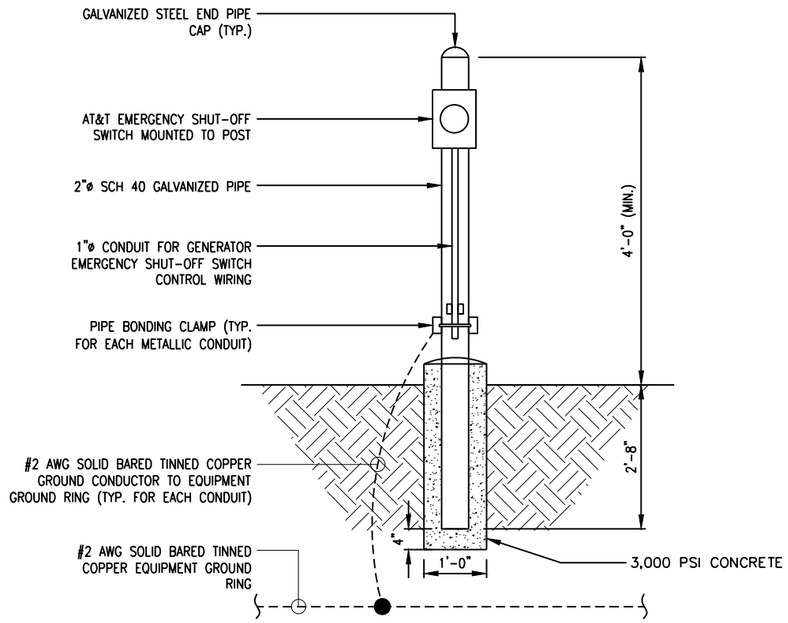


NOTES:

1. LOCATION OF ANTENNA MUST HAVE CLEAR VIEW OF SOUTHERN SKY AND CANNOT HAVE BLOCKAGES EXCEEDING 25% OF THE SURFACE AREA OF A HEMISPHERE AROUND THE GPS ANTENNA.
2. ALL GPS LOCATIONS MUST BE ABLE TO RECIEVE CLEAR SIGNALS FROM A MINIMUM OF FOUR (4) SATELLITES. VERIFY WITH HANDHELD GPS BEFORE FINAL LOCATION OF GPS ANTENNA.

2 / D-4 GPS ANTENNA MOUNTING DETAIL

SCALE: N.T.S.



3 / D-4 EMERGENCY SHUT-OFF SWITCH DETAIL

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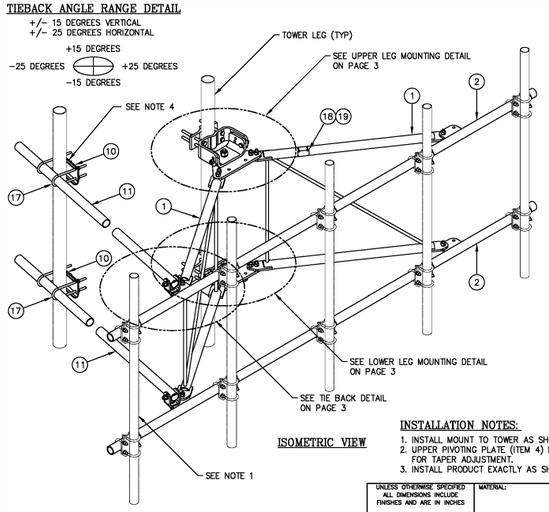
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
EQUIPMENT DETAILS

SHEET NUMBER:
D-4

NOTE:
FOR REFERENCE ONLY.

TIEBACK ANGLE RANGE DETAIL



ISOMETRIC VIEW

C10857007C 12' EHD V-BOOM ASSEMBLY W/TIEBACKS

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT
1.	2	CW01222	WELDMENT, STANDOFF ARM	126
2.	2	CW01223	WELDMENT, FACE PIPE	147
3.	2	CS03109	PLATE, ROTATING	34
4.	1	CS03110	PLATE, PIVOTING (UPPER)	16
5.	1	CS03111	PLATE, LEG CLAMP (UPPER)	17
6.	1	CS03112	PLATE, PIVOTING (LOWER)	14
7.	1	CS03113	PLATE, LEG CLAMP (LOWER)	17
8.	2	CS03114	PLATE, LEG CLAMP (BACK)	14
9.	2	CS00098	PLATE, TIE BACK SWIVEL	5
10.	2	CS03285	PLATE, TIE BACK CLAMP	9
11.	2	CS03333	PIPE, TIE BACK	76
12.	2	C40026073	BOLT ASSEMBLY, 1 ø X 3 A325	4
13.	8	C40140004	BOLT ASSEMBLY, 5/8 ø X 8 A307	13
14.	2	C40026033	BOLT ASSEMBLY, 5/8 ø X 4 1/2 A325	2
15.	12	C40026025	BOLT ASSEMBLY, 5/8 ø X 2 1/2 A325	6
16.	6	C40026024	BOLT ASSEMBLY, 5/8 ø X 2 1/4 A325	3
17.	4	C40034183	U-BOLT ASSEMBLY, 1/2 ø X 2 9/16 C-C	6
18.	1	Z30992017	MOUNT CLASSIFICATION TAG C10857007C	1
19.	2	C40062103	STAINLESS STEEL SELF-LOCKING CABLE TIE	1
			TOTAL WEIGHT	511

PACKAGING NOTE

CK00386 INCLUDES ITEMS 1, 3, 4, 5, 6, 7, 12 & 15 (8 QTY)
CK00392 INCLUDES ITEMS 2, 8, 9, 10, 11, 13, 14, 15 (4 QTY), 16, 17, 18 & 19

INSTALLATION NOTES:

1. INSTALL MOUNT TO TOWER AS SHOWN, SO THAT WELDED STANDOFF DIAGONAL IS SLOPING DOWNWARD FROM TOWER END TO FACE PIPE END.
2. UPPER PIVOTING PLATE (ITEM 4) HAS THREE HOLES ON EACH SIDE AND UPPER LEG CLAMP PLATE (ITEM 5) HAS TWO HOLES ON EACH SIDE FOR TAPER ADJUSTMENT.
3. INSTALL PRODUCT EXACTLY AS SHOWN IN DRAWING, WITH ALL BOLTS FACING UPWARDS.

NOTES:

1. MOUNTING PIPES & CROSSOVER PLATE KITS MUST BE PURCHASED SEPARATELY.
2. QUANTITIES SHOWN IN LISTS OF MATERIAL ARE FOR ONE (1) V-BOOM ONLY.
3. THIS V-BOOM WILL MOUNT TO THE FOLLOWING:1 1/2"ø TO 5 9/16"ø ROUND LEG.
4. TIEBACKS MUST BE CONNECTED TO A RIGID MEMBER THAT PROVIDES ADEQUATE SUPPORT WITHIN THE LIMITS NOTED ABOVE IN THE TIEBACK ANGLE RANGE DETAIL UNLESS APPROVED BY THE ENGINEER OF RECORD.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"
MATERIAL: TOLERANCES DO NOT APPLY TO RAW MATERIAL

REV	DATE	DRW	CHK	DESCRIPTION
1	10/19/16	KLE	KEL	ADDED INSTALLATION NOTES

Sabre Industries Towers and Poles

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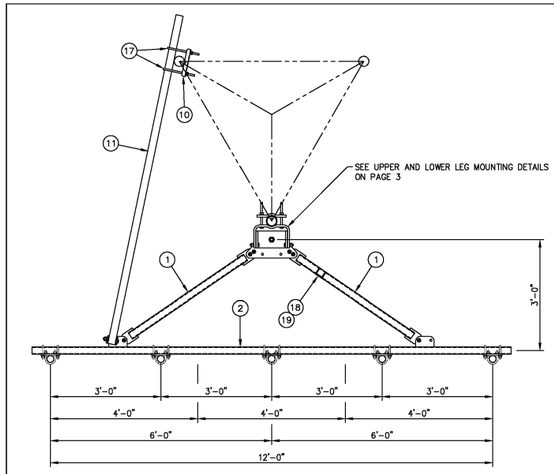
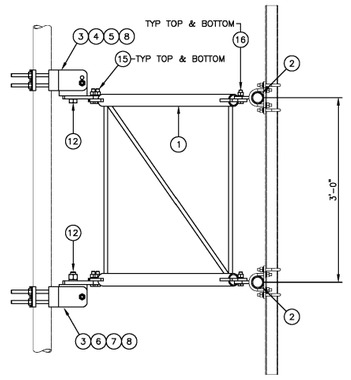
12' EHD V-BOOM ASSEMBLY W/TIEBACKS
(3' STANDOFF)
W/NO ANTENNA MOUNTING PIPES

		SIZE	DRAWING NO.	REV
DATE	02/29/16	B	C10857007C	1
DRAWN BY	WRF			
CHECKED BY	KLE		SCALE None	PAGE 1 OF 3



MOUNTING OPTIONS
SHOWING MOUNTING PIPE PLACEMENTS



SIDE VIEW

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"
MATERIAL: TOLERANCES DO NOT APPLY TO RAW MATERIAL

REV	DATE	DRW	CHK	DESCRIPTION
1	10/19/16	KLE	KEL	ADDED INSTALLATION NOTES

Sabre Industries Towers and Poles

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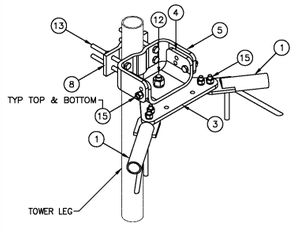
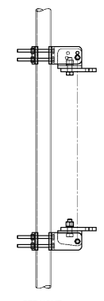
12' EHD V-BOOM ASSEMBLY W/TIEBACKS
(3' STANDOFF)
W/NO ANTENNA MOUNTING PIPES

		SIZE	DRAWING NO.	REV
DATE	02/29/16	B	C10857007C	1
DRAWN BY	WRF			
CHECKED BY	KLE		SCALE None	PAGE 2 OF 3

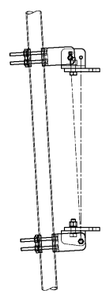


UPPER LEG MOUNTING DETAIL

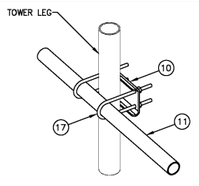


STRAIGHT TOWER SECTION

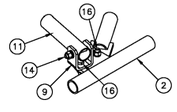
TAPERED 1'–9 IN 20' SLOPE



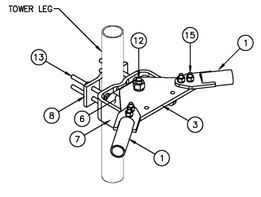
TAPERED 2' IN 20' SLOPE



TIE BACK DETAIL
AT TOWER LEG



TIE BACK DETAIL
AT ANTENNA MOUNTING FRAME



LOWER LEG MOUNTING DETAIL

–––––––PIVOTING OPTIONS–––––––

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PROFESSIONAL ENGINEER

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15828317
AT&T SITE NAME
HOG BAY AVE & HWY 70
TILLMAN SITE NUMBER
TI-OPP-29300
TILLMAN SITE NAME
BERNARDO HERNANDEZ-VILLANUEVA
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
ANTENNA AND RRH PLATFORM SPECIFICATIONS

SHEET NUMBER:
D-5

DETAILS BY OTHERS NOTE:
DETAILS SHOWN ON THIS PAGE WERE PROVIDED BY OTHERS AND ARE NOT CARRIED UNDER THE SIGNATURE AND SEAL OF ALLPRO CONSULTING GROUP, INC. AND/OR IT'S ENGINEERS.

SH 1/3 | REV | WINDCHILL VERSION

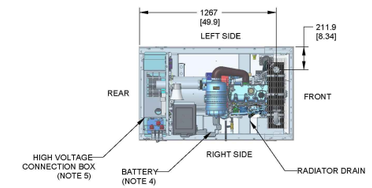
Notes:
1. CONTROL PANEL, (2 AMP BATTERY CHARGER INSIDE).
2. 120V, 20A GFCI & 250V, 15A OUTLET (OPTIONAL).
3. CONNECTION POINTS FOR CONTROL WIRES PROVIDED IN THE LOW VOLTAGE CONNECTION BOX (USE LOW VOLTAGE STUB-UP AREA).
4. BATTERY (12 VOLT NEGATIVE GROUND SYSTEM).
5. MAIN LINE CIRCUIT BREAKER (MLCB), AC LOAD LEADS.
   MAIN LINE CIRCUIT BREAKER INFORMATION:
   -SEE SPECIFICATION SHEET OR OWNERS MANUAL
   -ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY DOOR ON REAR OF GENERATOR
   (DIMENSIONS MAY VARY DUE TO UNIT CONFIGURATION)
6. CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
   FOR WEIGHT AND CENTER OF GRAVITY DATA SEE SHEET 3
7. ENGINE SERVICE CONNECTIONS:

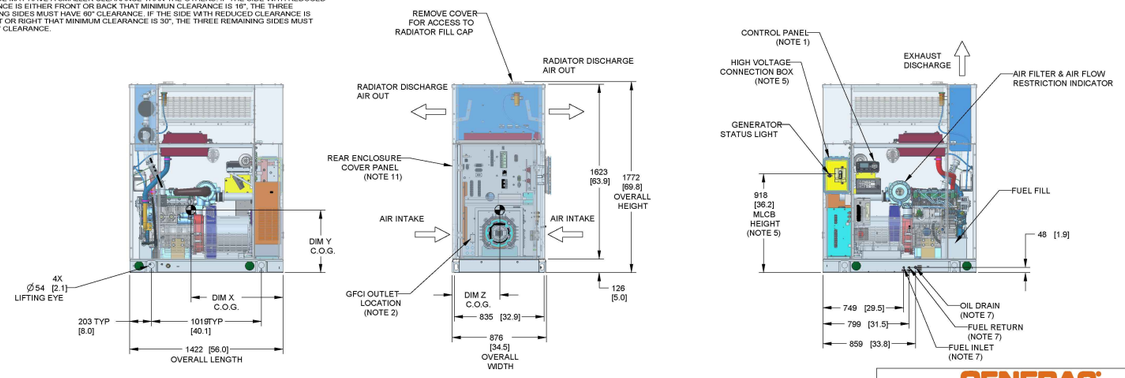
   INLET DIESEL = 1/4" NPT
   RETURN DIESEL = 1/4" NPT
   OIL DRAIN = 1/2" NPT
   RADIATOR DRAIN = 1/4" NPT
   FLEX PIPE OUTLET = 2" ID
   EXHAUST OUTLET = 2" ID
   ***** SEE GENERATOR SIZING GUIDE FOR FUEL PIPE SIZING TO SUIT APPLICATION *****

8. GENERATOR SET MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND DISCHARGE AIR FROM THE RADIATOR IS NOT RECIRCULATED.
9. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
10. EXHAUST SYSTEM MAXIMUM BACK PRESSURE = 10" H20 (ADDITIONAL).

11. REMOVE THE REAR ENCLOSURE COVER PANEL TO ACCESS THE STUB-UP AREAS AS FOLLOWS:
    -RIGHT VOLTAGE CONNECTION INCLUDING AC LOAD LEAD CONDUIT CONNECTION NEUTRAL CONNECTION, BATTERY CHARGER 120V AC (0.5 AMP MAX) CONNECTION.
    LOW VOLTAGE CONNECTION INCLUDING TRANSFER SWITCH CONTROL WIRES.
12. BOLTS OR STUDS USED TO MOUNT UNIT TO PAD SHALL BE 5/8 - 11 GRADE 5.
13. ONE SIDE MAY HAVE A SMALLER CLEARANCE THAN THE OTHERS. IF THE SIDE WITH REDUCED CLEARANCE IS EITHER FRONT OR BACK THAT MINIMUM CLEARANCE IS 16", THE THREE REMAINING SIDES MUST HAVE 60" CLEARANCE. IF THE SIDE WITH REDUCED CLEARANCE IS THE LEFT OR RIGHT THAT MINIMUM CLEARANCE IS 30", THE THREE REMAINING SIDES MUST HAVE 60" CLEARANCE.

SERVICE ITEM	
OIL FILL CAP	RIGHT SIDE
OIL DIP STICK	RIGHT SIDE
OIL FILTER	RIGHT SIDE
OIL DRAIN HOSE	RIGHT SIDE
RADIATOR DRAIN HOSE	RIGHT SIDE
COOLANT RECOVERY BOTTLE	RIGHT SIDE
RADIATOR FILL CAP ACCESS	ROOF
AIR CLEANER ELEMENT	RIGHT SIDE
FUEL FILTER	RIGHT SIDE
BATTERY	RIGHT SIDE





DRAWING CREATED FROM PRO/ENGINEER 3D FILE. ECO MODIFICATION TO BE APPLIED TO SOLID MODEL ONLY.

DIMENSIONS ARE IN MILLIMETERS [INCHES]

INSTALLATION DRAWING

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ELECTRONICALLY APPROVED INSIDE WINDCHILL

GENERAC

TITLE
INSTALL D2.2L G22 L2A ENCLOSURE
D2.2L: SDC020

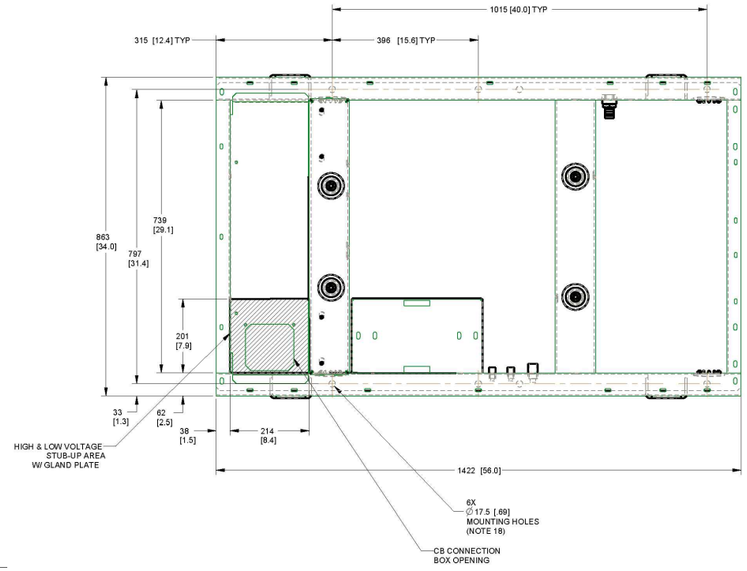
ISSUE DATE:

SIZE	CAGE NO	DWG NO	REV
B	N/A	A0001367034	B

SCALE 0.035 | WT-KG 195571575.433 | SHEET 1 of 3

L2A ENCLOSURE, ALUMINUM

MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SD20	240V, 1Ø	664.5 kg [1465 lbs.]	738 [29.1]	TBD [TBD]	450 [17.7]
SD20	208V, 240V, 480V, 600V 3	667.2 kg [1470.9 lbs]	737 [29.0]	TBD [TBD]	



1 / D-6 GENERATOR SPECIFICATIONS
SCALE: N.T.S.

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0	05/30/24	FINAL CD	RM

STAMP

4/23/2025
CHIYU ZHANG LICENSE No 86873 STATE OF FLORIDA PROFESSIONAL ENGINEER
NOT VALID WITHOUT P.E. STAMP & SIGNATURE

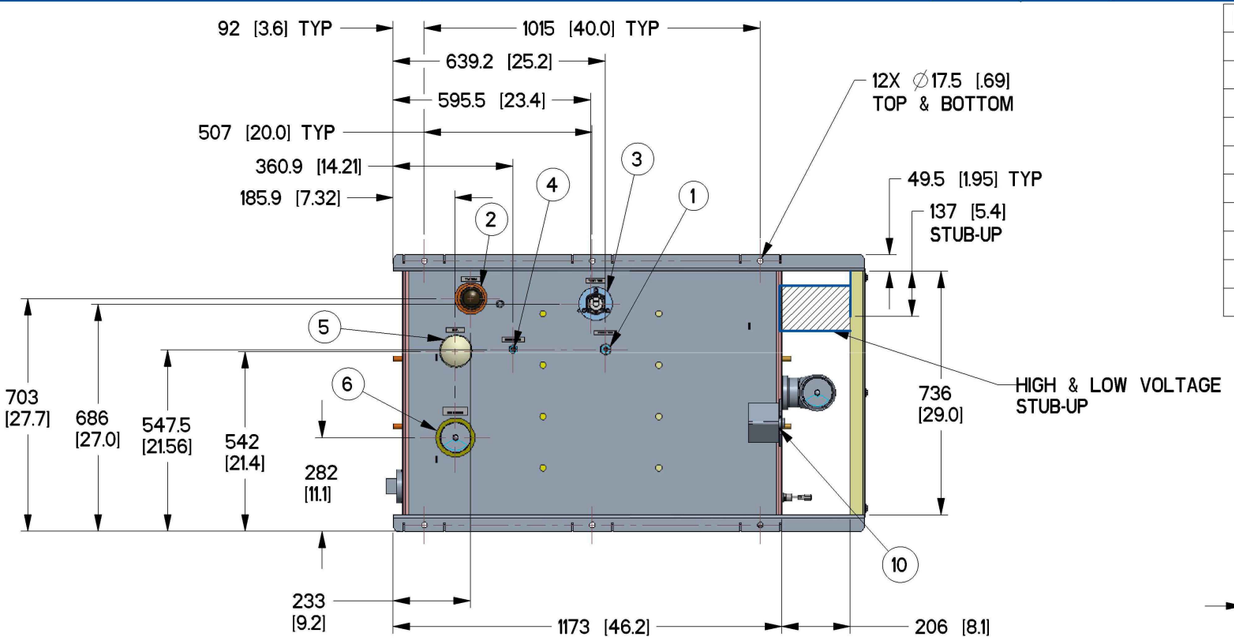
SITE INFORMATION
AT&T NUMBER
15828317
AT&T SITE NAME
HOG BAY AVE & HWY 70
TILLMAN SITE NUMBER
TI-OPP-29300
TILLMAN SITE NAME
BERNARDO HERNANDEZ-VILLANUEVA
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

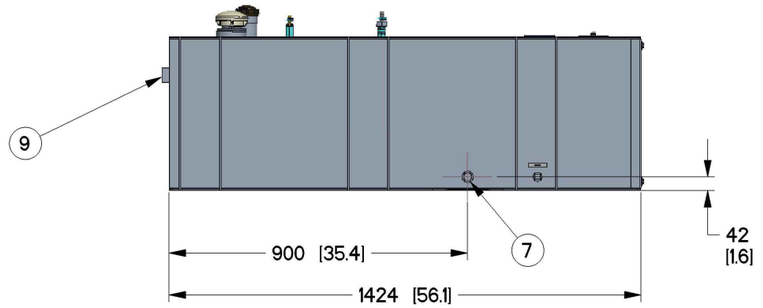
SHEET TITLE:
GENERATOR SPECIFICATIONS

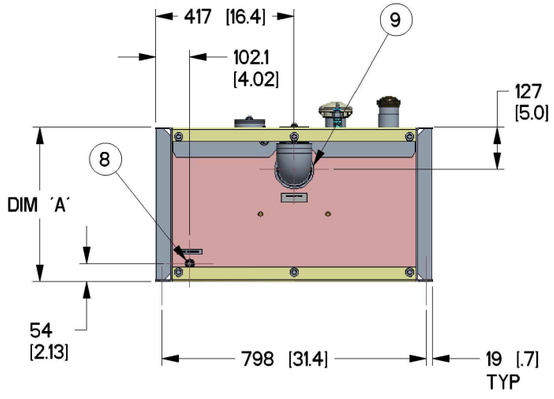
SHEET NUMBER:
D-6

DETAILS BY OTHERS NOTE:
DETAILS SHOWN ON THIS PAGE WERE PROVIDED BY OTHERS AND ARE NOT CARRIED UNDER THE SIGNATURE AND SEAL OF ALLPRO CONSULTING GROUP, INC. AND/OR IT'S ENGINEERS.

SH 1/1 | REV 1 | WINDCHILL VERSION 1.5







I/N	TANK FITTING	PROVIDING FUNCTION
1	3/8" NPT COUPLING	FUEL SUPPLY
2	2" NPT WELD FLANGE	FUEL FILL
3	FUEL LEVEL OPENING	FUEL LEVEL
4	3/8" NPT COUPLING	FUEL RETURN
5	2" NPT WELD FLANGE	VENT
6	3" NPT WELD FLANGE	EMERGENCY VENT
7	3/4" NPT COUPLING	DRAIN
8	1/2" NPT HALF COUPLING	LEAK DETECTOR
9	3" NPT WELD FLANGE	OUTER EMERGENCY VENT
10	1/2" NPT HALF COUPLING	FLUID DETECTOR (OPTIONAL)

CAPACITY: LITER [GALLONS]
WEIGHT: KILOGRAMS [POUNDS]
LENGTH: MM [INCH]

UL #142 / ULC-S601 LISTED

TANK P/N	A0001273353	A0001273985
DIM 'A'	466 [18.4]	766 [30.2]
TOTAL CAPACITY	56 GAL	105 GAL
USABLE CAPACITY	51 GAL	103 GAL
DRY WEIGHT	449 LB / 204 KG	625 LB / 283 KG

DRAWING CREATED FROM PRO/ENGINEER 3D FILE. ECO MODIFICATION TO BE APPLIED TO SOLID MODEL ONLY.

DIMENSIONS ARE IN MILIMETERS [INCHES]

INSTALLATION DRAWING

GENERAC POWER SYSTEMS OWNS THE COPYRIGHT OF THIS DRAWING WHICH IS SUPPLIED IN CONFIDENCE AND MUST NOT BE USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS SUPPLIED WITHOUT THE EXPRESS WRITTEN CONSENT OF GENERAC POWER SYSTEMS.
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ELECTRONICALLY APPROVED
INSIDE WINDCHILL

GENERAC

TITLE
INSTALL COMPACT BASETANKS D2.2L

ISSUE DATE:

SIZE	CAGE NO	DWG NO	REV
B	N/A	A0001367037	1
SCALE 0.070	WT-KG	SHEET 1 of 1	

1 / D-6.1 GENERATOR TANK SPECIFICATION
SCALE: N.T.S.

TILLMAN INFRASTRUCTURE
152 W. 57TH ST. 27TH FLOOR
NEW YORK, NY 10019

AT&T

ALLPRO CONSULTING GROUP, INC.
9221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
www.allprocgi.com
FLORIDA FIRM REGISTRATION # 27492

ACGI NO: 23-2337
DRAWN BY: RM
CHECKED BY: CZ

REVISIONS

REV	DATE	DESCRIPTION	BY
4	04/23/25	DRC COMMENTS & REDLINES	RM
3	03/05/25	DRC COMMENTS & REDLINES	RM
2	10/15/24	CITY COMMENTS	RM
1	07/25/24	REV. PER CM REDLINES	RM
0	05/30/24	FINAL CD	RM

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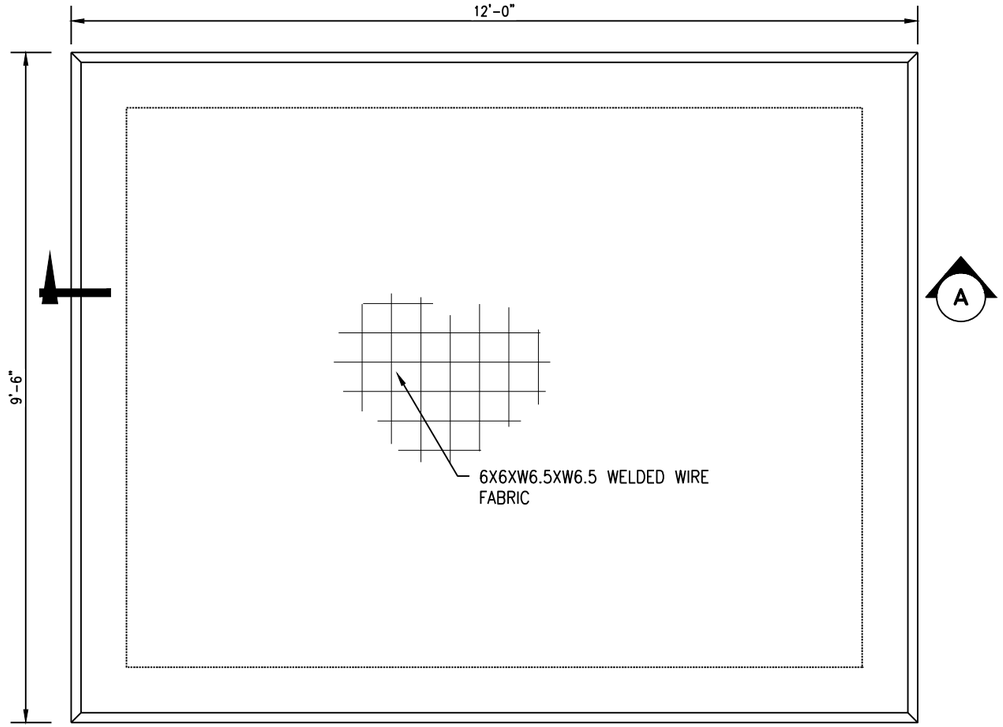
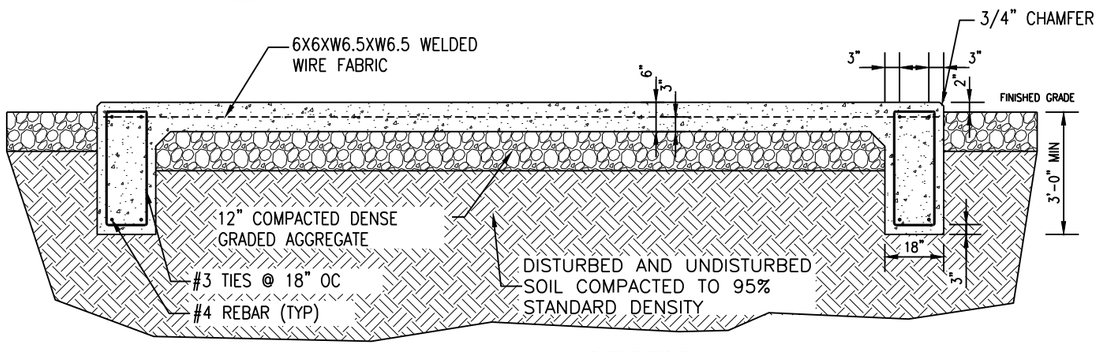


NOTE:
FOR REFERENCE ONLY -
FOUNDATION DESIGNS ARE BY OTHERS.

3 / D-7 CONCRETE PAD DETAIL

SCALE: N.T.S.



SECTION A-A

NOT TO SCALE

NOTES:

1. SLAB TO BE LEVEL ±1/4".
2. FOOTING TO EXTEND A MINIMUM OF 24" BELOW UNDISTURBED SOIL OR 6" BELOW FROST LINE.
3. FINAL SITE DESIGN IS THE RESPONSIBILITY OF THE SITE CONTRACTOR.
4. CONTRACTOR SHALL VERIFY DESIGN WITH ACTUAL SITE CONDITIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES.
5. SLAB FOUNDATION DESIGNED ASSUMING ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF.
6. SLAB FOUNDATION DESIGNED ASSUMING MAXIMUM SOIL PLASTICITY INDEX OF 27.
7. CONCRETE STRENGTH SHALL BE A MINIMUM OF 3000 PSI.
8. CONTRACTOR SHALL VERIFY DIMENSIONS AND BOLT LAYOUT WITH SELECTED SHELTER.

EQUIPMENT FOUNDATION HAS BEEN DESIGNED FOR SOILS HAVING AN ALLOWABLE BEARING CAPACITY OF 1500 PSF FOR CLAYSOILS & 2000 PSF FOR SANDY SOILS. NOTIFY ALLPRO CONSULTING GROUP INC., FOR A REDESIGN IF THE BEARING CAPACITY IS LESS THAN 1500 PSF

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SHEET TITLE:

EQUIPMENT CONCRETE PAD AND DETAILS

SHEET NUMBER:

D-7

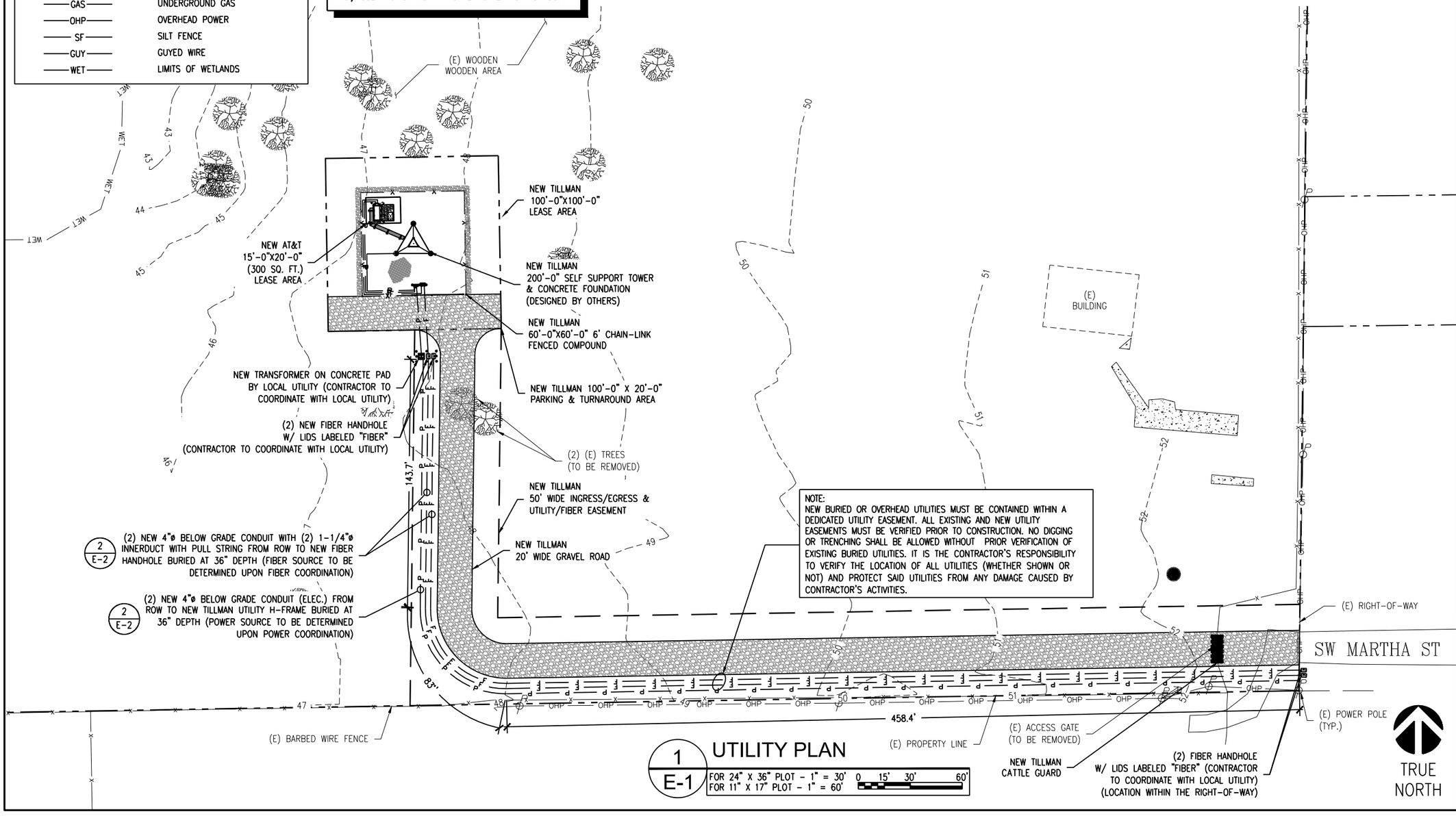
LEGEND

NEW	PROPOSED
(E)	EXISTING
—— – ——	CENTER LINE
—— – – ——	PROPERTY LINE
- - - - - - - -	EASEMENT LINE
—— – – ——	LEASE AREA
——X——	FENCE LINE
——OHT——	OVERHEAD TELCO
——OHF——	OVERHEAD FIBER
——P——	UNDERGROUND POWER CONDUIT
——T——	UNDERGROUND TELCO CONDUIT
——F——	UNDERGROUND FIBER CONDUIT
——GAS——	UNDERGROUND GAS
——OHP——	OVERHEAD POWER
—— SF ——	SILT FENCE
——GUY——	GUYED WIRE
——WET——	LIMITS OF WETLANDS

SITE REFERENCE NOTE:
SITE LAYOUT IS BASED ON SURVEY BY MILLMAN LAND SERVICES, INC., MSI PROJECT NO. 57298, DATED 9/15/2023. IF ANY DISCREPANCY IS NOTED BETWEEN ACTUAL SITE LAYOUT AND THIS DRAWINGS, PLEASE NOTIFY ALLPRO FOR REDESIGN.

FLOOD NOTE:
ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS, THE NEW TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", COMMUNITY PANEL NO. 12027C0178C, DATED 11/6/2013. IF A PROFESSIONAL CONSULTANT HAS FINDINGS OF FLOODING/WETLANDS CONTACT ALLPRO CONSULTING GROUP, INC. FOR A RE-DESIGN.

NOTE:
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS.



1 / E-1 **UTILITY PLAN**
FOR 24" X 36" PLOT - 1" = 30'
FOR 11" X 17" PLOT - 1" = 60'
0 15' 30' 60'

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SHEET TITLE:
UTILITY PLAN

SHEET NUMBER:
E-1

LEGEND

NEW	PROPOSED
(E)	EXISTING
—— – ——	CENTER LINE
—— – – ——	PROPERTY LINE
- - - - - - - -	EASEMENT LINE
—— – – ——	LEASE AREA
——X——	FENCE LINE
——OHT——	OVERHEAD TELCO
——OHF——	OVERHEAD FIBER
——P——	UNDERGROUND POWER CONDUIT
——T——	UNDERGROUND TELCO CONDUIT
——F——	UNDERGROUND FIBER CONDUIT
——GAS——	UNDERGROUND GAS
——OHP——	OVERHEAD POWER
——SF——	SILT FENCE
——GUY——	GUYED WIRE
——WET——	LIMITS OF WETLANDS

NOTE:
NEW BURIED OR OVERHEAD UTILITIES MUST BE CONTAINED WITHIN A DEDICATED UTILITY EASEMENT. ALL EXISTING AND NEW UTILITY EASEMENTS MUST BE VERIFIED PRIOR TO CONSTRUCTION. NO DIGGING OR TRENCHING SHALL BE ALLOWED WITHOUT PRIOR VERIFICATION OF EXISTING BURIED UTILITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

SITE REFERENCE NOTE:
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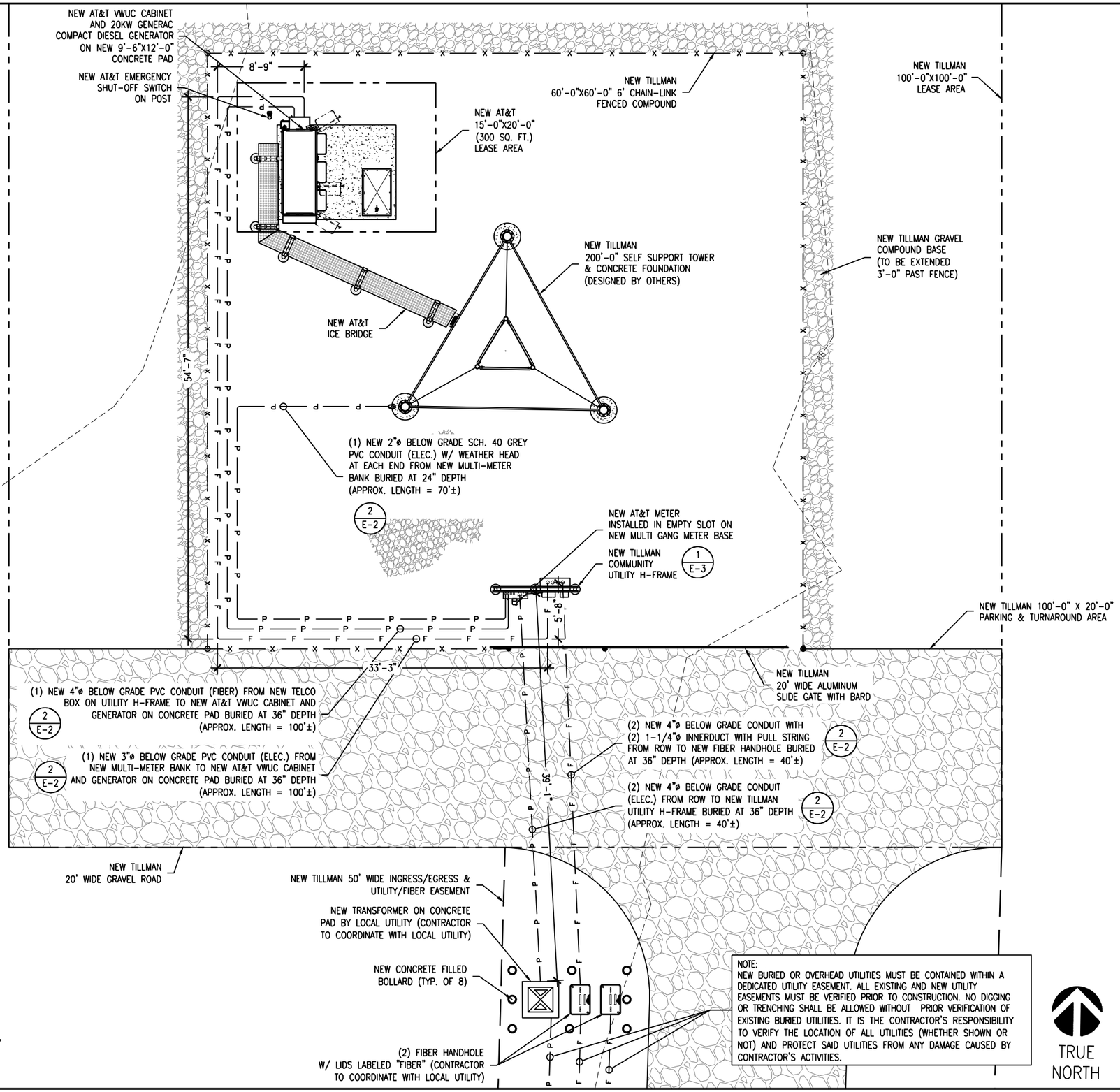

1 E-1A ENLARGED UTILITY PLAN
FOR 24" X 36" PLOT - 3/16" = 1' 0 2' 4' 8'
FOR 11" X 17" PLOT - 3/32" = 1'

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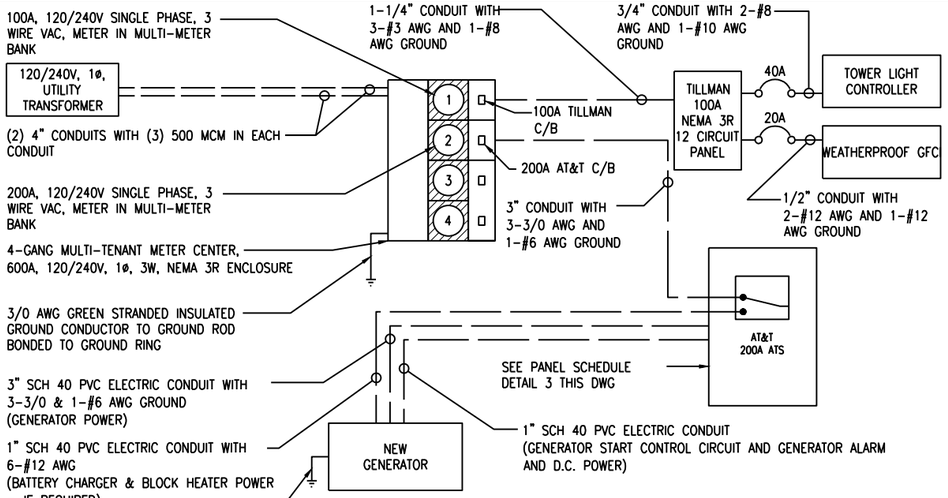
SHEET TITLE:
ENLARGED UTILITY PLAN

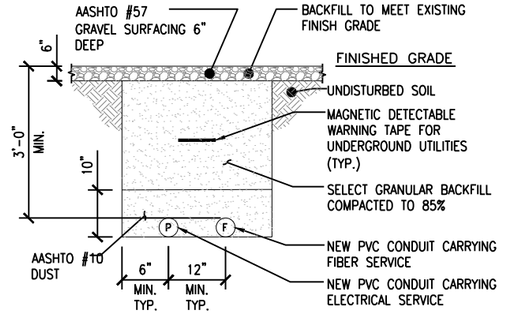
SHEET NUMBER:
E-1A

ELECTRICAL NOTES

1. SUBMITTAL OF BID INDICATES THAT THE CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
2. CONTRACTOR SHALL PERFORM ALL VERIFICATIONS, OBSERVATION TESTS, AND EXAMINATION WORK PRIOR TO ORDERING OF ANY EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE PROJECT MANAGER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
3. VERIFY HEIGHTS WITH PROJECT MANAGER PRIOR TO INSTALLATION.
4. THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
5. CONTRACTOR SHALL COORDINATE ALL WORK BETWEEN TRADES AND ALL OTHER SCHEDULING AND PROVISIONARY CIRCUMSTANCES SURROUNDING THE PROJECT.
6. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR COMPLETE AND FUNCTIONALLY OPERATING SYSTEMS ENERGIZED AND READY FOR USE THROUGHOUT AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
7. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. ELECTRICAL MATERIALS SHALL BE LISTED AND APPROVED BY UNDERWRITER'S LABORATORIES AND SHALL BEAR THE INSPECTION LABEL "J" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF ALL GOVERNING BODIES HAVING JURISDICTION OVER THE CONSTRUCTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH ALL CURRENT APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NBFU. ALL MATERIALS AND EQUIPMENT SHALL BE APPROVED FOR THEIR INTENDED USE AND LOCATION.
8. ALL WORK SHALL COMPLY WITH ALL APPLICABLE GOVERNING STATE, COUNTY AND CITY CODES AND OSHA, NFPA, NEC & ASHRAE REQUIREMENTS.
9. ENTIRE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE. ALL WORK, MATERIAL AND EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
10. PROPERLY SEAL ALL PENETRATIONS. PROVIDE UL LISTED FIRE-STOPS WHERE PENETRATIONS ARE MADE THROUGH FIRE-RATED ASSEMBLIES. WATER-TIGHT USING SILICONE SEALANT.
11. DELIVER ALL BROCHURES, OPERATING MANUALS, CATALOGS AND SHOP DRAWINGS TO THE PROJECT MANAGER AT JOB COMPLETION. PROVIDE MAINTENANCE MANUALS FOR MECHANICAL EQUIPMENT. AFFIX MAINTENANCE LABELS TO MECHANICAL EQUIPMENT.
12. ALL CONDUCTORS SHALL BE COPPER. MINIMUM CONDUCTOR SIZE SHALL BE #12 AWG., UNLESS OTHERWISE NOTED. CONDUCTORS SHALL BE TYPE THHW, RATED IN ACCORDANCE WITH NEC 110-14(C).
13. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THE MAXIMUM INTERRUPTING CURRENT TO WHICH THEY MAY BE SUBJECTED.
14. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE; ARTICLES 250 & 810 AND THE UTILITY COMPANY STANDARDS.
15. CONDUIT:
    A. RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.
    B. ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL, FITTINGS SHALL BE GLAND RING COMPRESSION TYPE. EMT SHALL BE USED ONLY FOR INTERIOR RUNS.
    C. LIQUID-TIGHT FLEXIBLE METAL CONDUIT SHALL BE U.L. LISTED AND SHALL BE USED AT FINAL CONNECTIONS TO MECHANICAL EQUIPMENT & RECTIFIERS AND WHERE PERMITTED BY CODE. ALL CONDUIT IN EXCESS OF SIX FEET IN LENGTH SHALL CONTAIN A FULL-SIZE GROUND CONDUCTOR.
    D. CONDUIT RUNS SHALL BE SURFACE MOUNTED ON CEILINGS OR WALLS UNLESS NOTED OTHERWISE. ALL CONDUIT SHALL RUN PARALLEL OR PERPENDICULAR TO WALLS, FLOOR, CEILING, OR BEAMS. VERIFY EXACT ROUTING OF ALL EXPOSED CONDUIT WITH THE PROJECT MANAGER PRIOR TO INSTALLING.
    E. PVC CONDUIT MAY BE PROVIDED ONLY WHERE SHOWN, OR IN UNDERGROUND INSTALLATIONS. PROVIDE UV-RESISTANT CONDUIT WHERE EXPOSED TO THE ATMOSPHERE. PROVIDE GROUND CONDUCTOR IN ALL PVC RUNS; EXCEPT WHERE PERMITTED BY CODE TO OMIT.
17. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS. BACKGROUND SHALL BE BLACK WITH WHITE LETTERS; EXCEPT AS REQUIRED BY CODE TO FOLLOW A DIFFERENT SCHEME.
18. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL OF POTENTIAL GROUNDING TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. GROUNDING SYSTEM RESISTANCE SHALL NOT EXCEED 5 OHMS. IF THE RESISTANCE VALUE IS EXCEEDED, NOTIFY THE PROJECT MANAGER FOR FURTHER INSTRUCTION ON METHODS FOR REDUCING THE RESISTANCE VALUE.
19. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION. LEGALLY DISPOSE OF ALL REMOVED, UNUSED AND EXCESS MATERIAL GENERATED BY THE WORK OF THIS CONTRACT. DELIVER ITEMS INDICATED ON THE DRAWINGS TO THE OWNER IN GOOD CONDITION. OBTAIN SIGNED RECEIPT UPON DELIVERY.
20. COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS SHALL BE PAID BY THE CONTRACTOR.
21. VERIFY ALL EXISTING CIRCUITRY PRIOR TO REMOVAL AND NEW WORK. MAINTAIN POWER TO ALL OTHER AREAS & CIRCUITS NOT SCHEDULED FOR REMOVAL.
22. RED LINED AS-BUILT PLANS SHALL BE PROVIDED TO THE CONSTRUCTION MANAGER.



1 E-2 POWER DIAGRAM
SCALE: N.T.S.



NOTE:
EXCAVATE EXISTING SUBGRADE AS REQUIRED TO INSTALL CONDUITS IN ACCORDANCE WITH OSHA AND ALL APPLICABLE CODES.

2 E-2 TYPICAL TRENCH DETAIL
SCALE: N.T.S.

INTEGRATED LOAD CENTER

	LOAD DESCRIPTION	QTY.	UNIT V.A.	LOAD PER PHASE (VA) A	LOAD PER PHASE (VA) B	WIRE COLOR	LOADS CONTINUOUS	LOADS NON-CONTINUOUS	LOADS SUB-PANEL	WIRE SIZE	GROUNDING WIRE SIZE	TRIP		TRIP	GROUNDING WIRE SIZE	WIRE SIZE	LOADS SUB-PANEL	LOADS NON-CONTINUOUS	LOADS CONTINUOUS	WIRE COLOR	LOAD PER PHASE (VA) A	LOAD PER PHASE (VA) B	UNIT V.A.	QTY.	LOAD DESCRIPTION	
1	RECTIFIER #1	1	1400	1400		BLK	X			8	(10)	40		40	(10)	8			X	BLK	1400		1400	1	RECTIFIER #5	2
3		1	1400		1400	RED														RED		1400	1400	1		4
5	RECTIFIER #2	1	1400	1400		BLK	X			8	(10)	40		40	(10)	8			X	BLK	1400		1400	1	RECTIFIER #6	6
7		1	1400		1400	RED														RED		1400	1400	1		8
9	RECTIFIER #3	1	1400	1400		BLK	X			8	(10)	40		40	(10)	8			X	BLK	1400		1400	1	RECTIFIER #7	10
12		1	1400		1400	RED														RED		1400	1400	1		12
13	RECTIFIER #4	1	1400	1400		BLK	X			8	(10)	40		40	(10)	8			X	BLK	1400		1400	1	RECTIFIER #8	14
15		1	1400		1400	RED														RED		1400	1400	1		16
17						BLK														BLK						18
19						RED	X			12	12	20								RED						20
21	GFCI RECEPTACLES	2	180	360		BLK	X			12	(12)	20								BLK						22
23	OPTIONAL FIBER BOX RECEPTACLE	1	180		180	RED	X			12	12	20								RED						24
25	BATTERY CHARGER/BLOCK HEATER (IF REQIRED)	1	240	480		BLK	X			12	12	20								BLK						26
27						RED														RED						28
29	OIL HEATER (IF REQUIRED)	1	180	180		BLK	X			12	12	20								BLK						30
			SUBTOTAL CONTINUOUS	6,380	7,280																5,600	5,600	SUBTOTAL CONTINUOUS		TOTAL KVA CONTINUOUS x 1.25	31.075
			SUBTOTAL NON-CONTINUOUS	-	-																-	-	SUBTOTAL NON-CONTINUOUS		TOTAL KVA NON-CONTINUOUS	-
			SUBTOTAL SUB-PANEL	-	-																-	-	SUBTOTAL SUB-PANEL		TOTAL KVA SUB-PANEL	-

PANEL DESIGNATION: ELECTRICAL PANEL (ITEM 2)

MAIN LUGS: N/A	MAIN BREAKER: 200 AMP				BRANCH BREAKER TYPE: SIEMENS - BL		TOTAL KVA 31.075
VOLTAGE: 120/240	CYCLE: 60	PHASE: 1	WIRES: 3	MAIN COPPER BUS: 200 AMPS	NEUTRAL: 200 AMPS		TOTAL AMPS 129.48

3 E-2 PANEL SCHEDULE
SCALE: N.T.S.

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4/23/2025
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LICENSE
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TI-OPP-29300
TILLMAN SITE NAME
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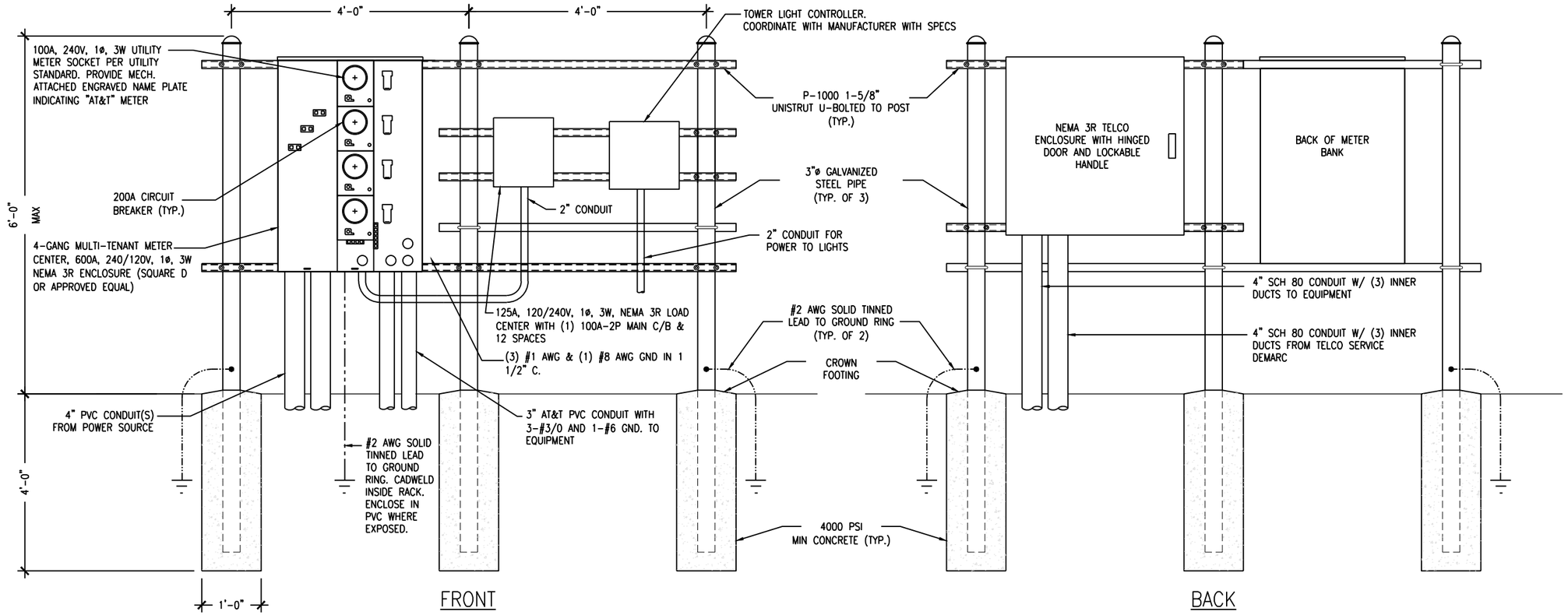
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
ELECTRICAL PANEL SCHEDULE, DIAGRAM AND NOTES

SHEET NUMBER:
E-2



NOTES:

1. CONTRACTOR SHALL FIELD LOCATE THE METER PEDESTAL AS SHOWN ON SITE PLAN. INSTALL THE METER PEDESTAL NEAR THE PERIMETER OF THE FENCED COMPOUND WITH THE METERS FACING AS SHOWN.
2. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR THE CONDUIT RUN TO THE MAIN SERVICE CONNECTION OR TRANSFORMER.
3. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR GROUND ROD REQUIREMENTS. IF REQUIRED, THE CONTRACTOR SHALL ORDER AND PAY FOR NECESSARY GROUND TESTS.
4. SUPPORT POST AND UNISTRUT SHALL BE GALVANIZED. PIPE CLAMPS AND HARDWARE SHALL BE GALVANIZED OR STAINLESS STEEL.
5. TELCO CABINET SHALL BE 48"x48"x12" HOFFMAN OR EQUIVALENT. PROVIDE 3/4" PLYWOOD BACKBOARD INSIDE THE MULTI-TENANT TELCO CABINET.
6. ADJUSTMENTS TO THE METER PEDESTAL DESIGN MAY BE REQUIRED DEPENDING ON THE EXACT METER PANEL INSTALLED. CONTRACTOR SHALL FIELD COORDINATE ADJUSTMENTS AND INFORM THE ENGINEER IF ANY UNUSUAL CONDITIONS ARE FOUND TO EXIST.

1 / E-3 H-FRAME DETAIL

SCALE: N.T.S.

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ARCADIA, FL 34266

SHEET TITLE:
ELECTRICAL RISER DIAGRAM

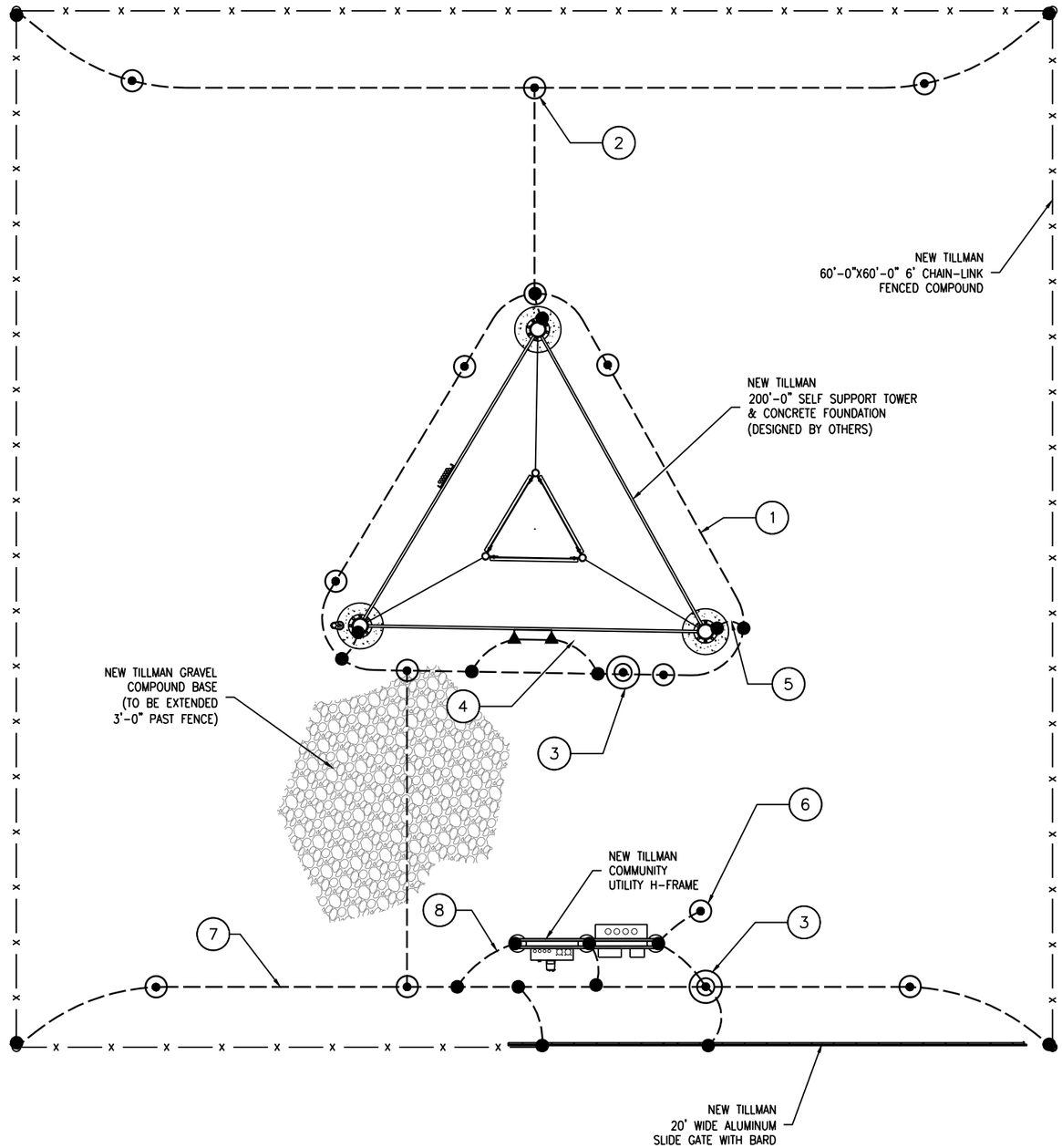
SHEET NUMBER:
E-3

GROUNDING LEGEND

- EXOTHERMIC WELD CONNECTION
- COMPRESSION FITTING CONNECTION
- 5/8"X10' COPPER-CLAD STEEL GROUND ROD
- 5/8"X10' COPPER-CLAD STEEL GROUND ROD WITH INSPECTION WELL
- NEW GROUND WIRING
- TINNED COPPER GROUND BAR 1/4"X4"X12" OR 1/4"X4"X20"

NOTE:
SEE COMPOUND PLAN FOR TOWER AND COMPOUND ORIENTATION, UTILITY H-FRAME, GATE AND TOWER LOCATION.

1. GROUND RING, #2 SOLID TINNED, BARE COPPER WIRE
2. 5/8"ø x 10'-0" COPPER CLAD STEEL GROUND ROD SPACED MIN. 10'-0", MAX 15'-0" APART
3. GROUND SYSTEM TEST WELL
4. #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM LOWER TOWER GROUND BAR TO NEW GROUND RING (2 REQ'D)
5. #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM TOWER BASE PLATE TO NEW GROUND RING
6. 5/8"ø x 10'-0" COPPER CLAD GROUND ROD FOR ELECTRICAL SERVICE GROUND
7. 3/0 AWG GREEN STRANDED INSULATED GROUND CONDUCTOR TO GROUND ROD BONDED TO GROUND RING
8. #2 SOLID TINNED, BARE COPPER GROUND WIRE, BOND UTILITY POST W/ VS TYPE CADWELD. (1 PER POST REQ'D)



1 / G-1 COMPOUND GROUNDING PLAN

FOR 24" X 36" PLOT - 1/4" = 1' 0 1' 2' 4' 8'
FOR 11" X 17" PLOT - 1/8" = 1'

TRUE NORTH

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SHEET TITLE:
GROUNDING PLAN

SHEET NUMBER:
G-1

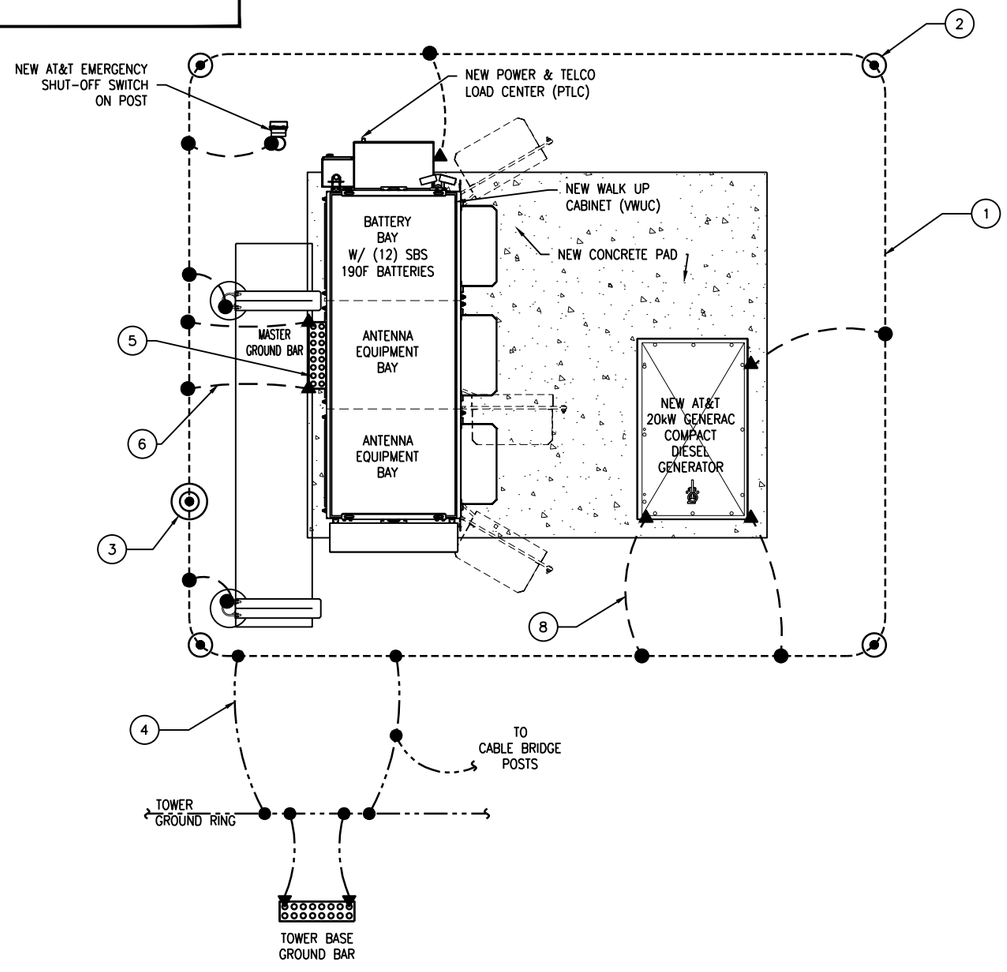
GROUNDING LEGEND

●	EXOTHERMIC WELD CONNECTION
▲	COMPRESSION FITTING CONNECTION
◉	5/8"X10' COPPER-CLAD STEEL GROUND ROD
◎	5/8"X10' COPPER-CLAD STEEL GROUND ROD WITH INSPECTION WELL
----------	NEW GROUND WIRING
▭	TINNED COPPER GROUND BAR 1/4"X4"X12" OR 1/4"X4"X20"
CGB	COLLECTOR GROUND BAR
MGB	MAIN GROUND BAR

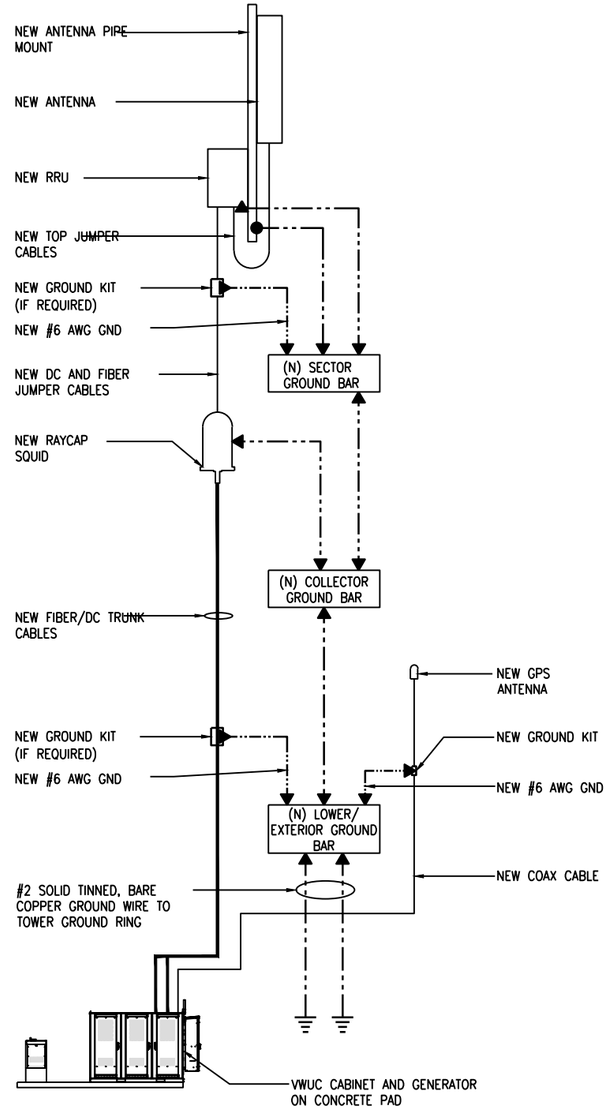
NOTES:
1. SEE COMPOUND PLAN FOR EQUIPMENT ORIENTATION

GROUNDING NOTES:

1. GROUND RING IS TO BE CONSTRUCTED OF #2 SOLID TINNED BARE COPPER WIRE IN ONE CONTINUOUS PIECE
2. GROUND RODS WILL BE 5/8"x10'-0" COPPER CLAD, NOT LESS THAN 10' OR MORE THAN 15' APART
3. GROUND TEST WELL
4. CONNECT NEW EQUIPMENT GROUND RING TO TOWER GROUND RING (TYP. OF 2)
5. EXTERIOR GROUND BAR PROVIDED BY EQUIPMENT
6. #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM GROUND BAR TO GROUND RING
7. #2 SOLID TINNED BARE COPPER GROUND WIRE FROM GENERATOR TO GROUND RING (TYP. OF 2)
8. #2 AWG GREEN STRANDED INSULATED GROUND CONDUCTOR TO GROUND ROD BONDED TO GROUND RING



1 G-2 EQUIPMENT GROUNDING PLAN
SCALE: N.T.S.



NOTE:
1. (1) ANTENNA/RRU/ RAYCAP SHOWN FOR CLARITY. GROUNDING IS TYPICAL FOR EACH ADDITIONAL
2. ADDITIONAL CABLE GROUND KIT REQUIRED AT MIDPOINT FOR CABLE LENGTHS GREATER THAN 200 FT.

LEGEND:
- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- GROUND KIT
- #2 GREEN STRANDED INSULATED COPPER GND WIRE (SUNLIGHT RESISTANT) U.N.O.

2 G-2 TYPICAL RISER DIAGRAM
SCALE: N.T.S.

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SHEET TITLE:
EQUIPMENT GROUNDING PLAN AND RISER DIAGRAM

SHEET NUMBER:
G-2

GROUNDING NOTES:

1. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
2. ALL GROUNDING DEVICES SHALL BE U.L. APPROVED OR LISTED FOR THEIR INTENDED USE.
3. ALL WIRES SHALL BE AWG THHN/THWN COPPER UNLESS NOTED OTHERWISE.
4. GROUNDING CONNECTIONS TO GROUND RODS, GROUND RING WIRE, TOWER BASE AND FENCE POSTS SHALL BE EXOTHERMIC ("CADWELDS") UNLESS NOTED OTHERWISE. CLEAN SURFACES TO SHINY METAL. WHERE GROUND WIRES ARE CADWELDED TO GALVANIZED SURFACES, SPRAY CADWELD WITH GALVANIZING PAINT.
5. GROUNDING CONNECTIONS TO GROUND BARS ARE TO BE TWO-HOLE BRASS MECHANICAL CONNECTORS WITH STAINLESS STEEL HARDWARE (INCLUDING SCREW SET) CLEAN GROUND BAR TO SHINY METAL. AFTER MECHANICAL CONNECTION, TREAT WITH PROTECTIVE ANTIOXIDANT COATING.
6. GROUND COAXIAL CABLE SHIELDS AT BOTH ENDS WITH MANUFACTURER'S GROUNDING KITS.
7. ROUTE GROUNDING CONDUCTORS THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 12" RADIUS.
8. INSTALL #2 AWG GREEN-INSULATED STRANDED WIRE FOR ABOVE GRADE GROUNDING AND #2 BARE TINNED COPPER WIRE FOR BELOW GRADE GROUNDING UNLESS OTHERWISE NOTED.
9. REFER TO GROUNDING PLAN FOR GROUND BAR LOCATIONS. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("CADWELDS") TO ANTENNA MOUNTS AND GROUND RING. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION FITTINGS. CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO-HOLE LUGS.
10. THE GROUND ELECTRODE SYSTEM SHALL CONSIST OF DRIVEN GROUND RODS POSITION ACCORDING TO GROUNDING PLAN. THE GROUND RODS SHALL BE 5/8"X10'-0" COPPER CLAD STEEL INTERCONNECTED WITH #2 BARE TINNED COPPER WIRE BURIED 36" BELOW GRADE. BURY GROUND RODS A MAXIMUM OF 15' APART, AND A MINIMUM OF 8' APART.
11. IF ROCK IS ENCOUNTERED GROUND RODS SHALL BE PLACED AT AN OBLIQUE ANGLE NOT TO EXCEED 45'.
12. EXOTHERMIC WELDS SHALL BE MADE IN ACCORDANCE WITH ERICO PRODUCTS BULLETIN A-AT.
13. CONSTRUCTION OF GROUND RING AND CONNECTIONS TO EXISTING GROUND RING SYSTEM SHALL BE DOCUMENTED WITH PHOTOGRAPHS PRIOR TO BACKFILLING SITE. PROVIDE PHOTOS TO THE CARRIER CONSTRUCTION MANAGER.
14. ALL GROUND LEADS EXCEPT THOSE TO THE EQUIPMENT ARE TO BE #2 BARE TINNED COPPER WIRE. ALL EXTERIOR GROUND BARS TINNED COPPER.
15. PRIOR TO INSTALLING LUGS ON GROUND WIRES, APPLY THOMAS & BETTS KOPR-SHIELD (TM OF JET LUBE INC.). PRIOR TO BOLTING GROUND WIRE LUGS TO GROUND BARS, APPLY KOPR-SHIELD OR EQUAL.
16. ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIFY THAT IMPEDANCE DOES NOT EXCEED FIVE OHMS TO GROUND BY MEANS OF "FALL OF POTENTIAL TEST". TEST SHALL BE WITNESSED BY A CARRIER REPRESENTATIVE, AND RECORDED ON THE "GROUND RESISTANCE TEST" FORM.
17. WHERE BARE COPPER GROUND WIRES ARE ROUTED FROM ANY CONNECTION ABOVE GRADE TO GROUND RING, INSTALL WIRE IN 3/4" PVC SLEEVE, FROM 1' BELOW GRADE AND SEAL TOP WITH SILICONE MATERIAL.
18. PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTI-OXIDIZATION PAINT.
19. ANY SITE WHERE THE EQUIPMENT (BTS, CABLE BRIDGE, PPC, GENERATOR, ETC.) IS LOCATED WITHIN 6 FEET OF METAL FENCING, THE GROUND RING SHALL BE BONDED TO THE NEAREST FENCE POST USING (3) RUNS OF #2 BARE TINNED COPPER WIRE.

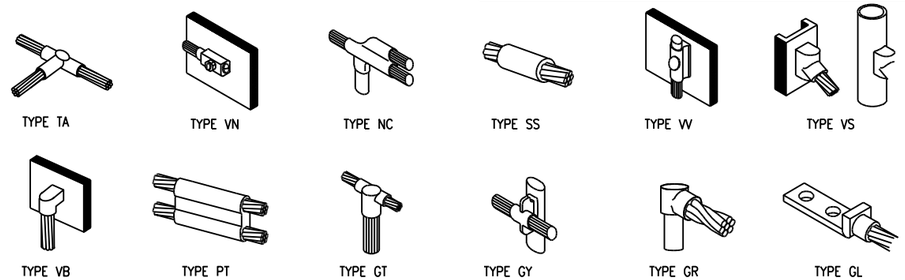
CABLE COLOR CODING NOTES:

1. SECTOR ORIENTATION/AZIMUTH WILL VARY FROM REGION AND IS SITE SPECIFIC. REFER TO RF REPORT FOR EACH SITE TO DETERMINE THE ANTENNA LOCATION AND FUNCTION OF EACH TOWER SECTOR FACE.
2. THE ANTENNA SYSTEM CABLES SHALL BE LABELED WITH VINYL TAPE EXCEPT IN LOCATIONS WHERE ENVIRONMENTAL CONDITIONS CAUSE PHYSICAL DAMAGE, THEN PHYSICAL TAGS ARE PREFERRED.
3. THE STANDARD IS BASED ON EIGHT COLORED TAPES – RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE & VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR SUBCONTRACTOR ON SITE.
4. USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLES BY SECTOR AND NUMBER AS SHOWN ON "CABLE MARKING COLOR CONVENTION TABLE".
5. WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN GSM/3G AND IS-136 TDMA IS ENCOUNTERED, THE SUBCONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE COLOR CODING AND TAGGING STANDARD THAT IS OUTLINED IN THE CURRENT VERSION OF ND-00027. IN THE ABSENCE OF AN EXISTING COLOR CODING TAGGING SCHEME, OR WHEN INSTALLING NEW COAXIAL CABLES, THIS GUIDELINE SHALL BE IMPLEMENTED AT THAT SITE REGARDLESS OF TECHNOLOGY.
6. ALL COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE A MINIMUM OR (3) WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
7. ALL COLOR BANDS INSTALLED AT THE TOP OF TOWER SHALL BE A MINIMUM OF 3" WIDE AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE IN BETWEEN EACH COLOR.
8. ALL COLOR CODES SHALL BE INSTALLED AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE TO SIDE.
9. IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE GSM TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.

CABLE MARKING TAGS:

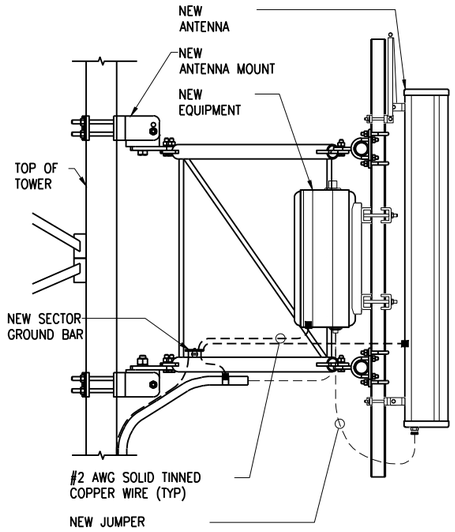
WHEN USING THE ALTERNATIVE LABELING METHOD, EACH RF CABLE SHALL BE IDENTIFIED WITH A METAL ID TAG MADE OF STAINLESS STEEL OR BRASS. THE TAG SHALL BE 1-1/2" IN DIAMETER WITH 1/4" STAMPED LETTERS AND NUMBERS INDICATION THE SECTOR, ANTENNA POSITION AND CABLE NUMBER. ID MARKING LOCATIONS SHOULD BE AS PER "CABLE MARKING LOCATIONS TABLE". THE TAG SHOULD BE ATTACHED WITH CORROSION PROOF WIRE AROUND THE CABLE AT THE SAME LOCATION AS DEFINED ABOVE. THE TAG SHOULD BE LABELED AS SHOWN ON THE "GSM AND UMTS LINE TAG" DETAIL.

CABLE MARKING LOCATIONS TABLE	
NO.	LOCATIONS
1	EACH JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.
2	EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS AT THE TOP JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS PRIOR TO ENTERING THE BTS OR SHELTER.
3	CABLE ENTRY PORT ON THE INTERIOR OF SHELTER.
4	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.
5	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.



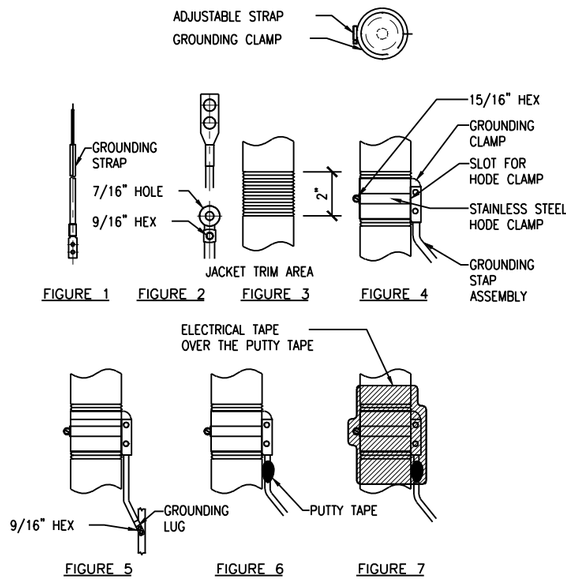
1 G-3 CADWELD GROUNDING CONNECTION DETAILS

SCALE: N.T.S.



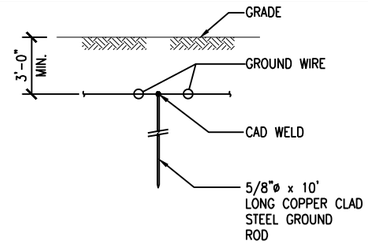
2 G-3 ANTENNA AND CABLE GROUNDING

SCALE: N.T.S.



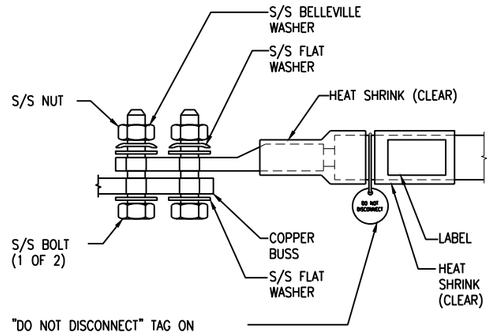
3 G-3 GROUNDING STRAP WEATHERPROOFING DETAILS

SCALE: N.T.S.



4 G-3 GROUNDING ROD DETAIL

SCALE: N.T.S.



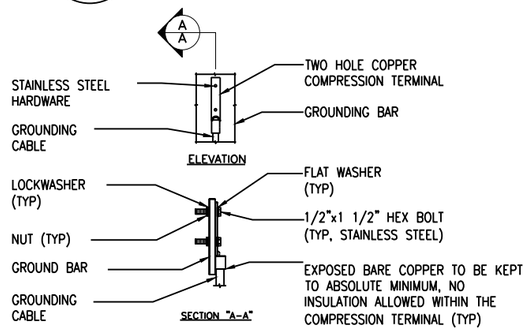
"DO NOT DISCONNECT" TAG ON ALL GROUND BAR INTERCONNECTS

NOTES:

1. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING BELLEVILLES. COAT ALL SURFACES WITH ANTI-OXIDATION COMPOUND BEFORE MATING.
2. FOR GROUND BOND TO STEEL ONLY: INSERT A DRAGON TOOTH WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH ANTI-OXIDATION COMPOUND.
3. COAT ALL BARRELS WITH ANTI-OXIDATION COMPOUND BEFORE CRIMPING.

5 G-3 GENERAL LUG DETAIL

SCALE: N.T.S.



NOTE:
1. "DOUBLING UP" OR "STACKING" OF CONNECTIONS IS NOT PERMITTED.
2. OXIDE INHIBITING COMPOUND TO BE USED AT ALL LOCATIONS.

6 G-3 TYPICAL GROUND BAR CONNECTION DETAIL

SCALE: N.T.S.

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ARCADIA FL TI-05363
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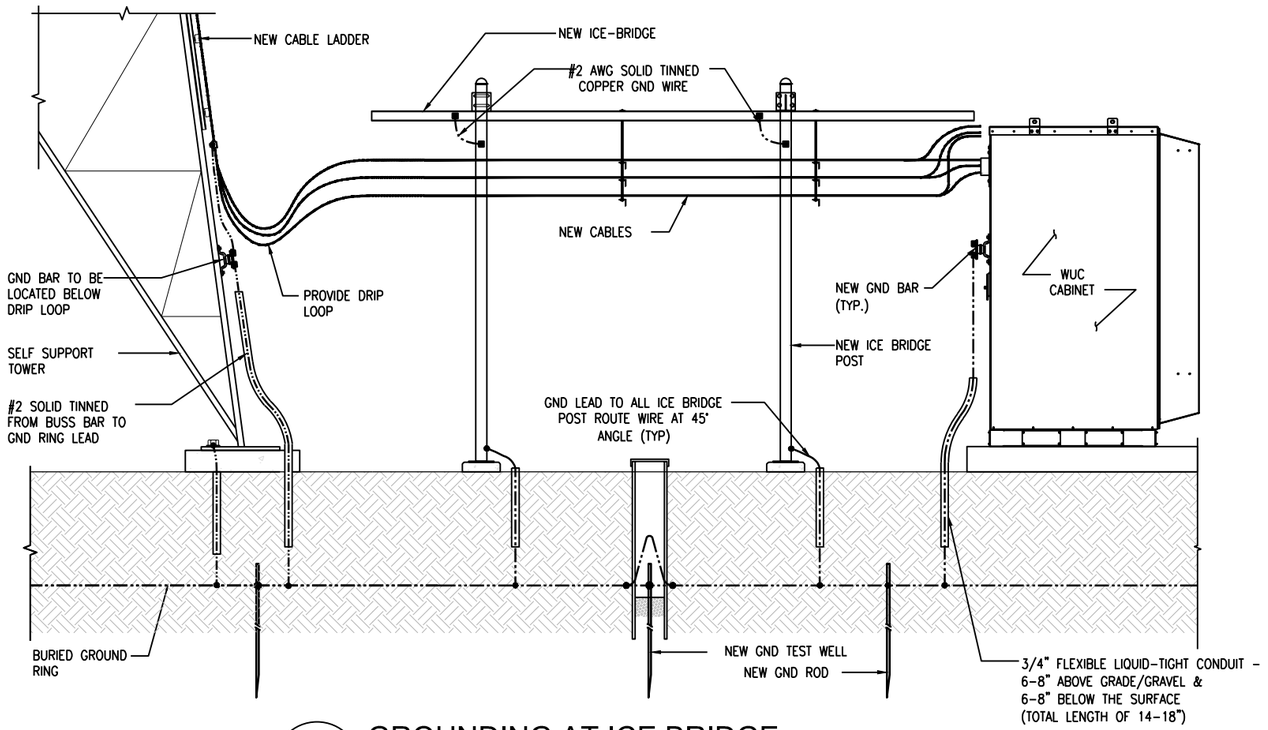
1320 SW MARTHA ST
ARCADIA, FL 34266

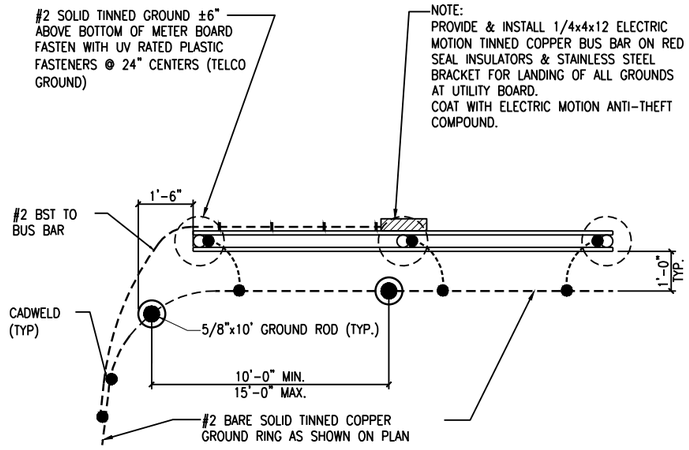
SHEET TITLE:
GROUNDING DETAILS AND NOTES

SHEET NUMBER:
G-3



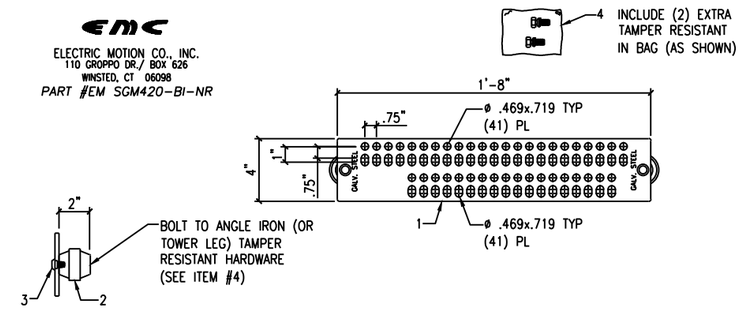
1 G-4 GROUNDING AT ICE BRIDGE

SCALE: N.T.S.



2 G-4 UTILITY H-FRAME GROUNDING DETAIL

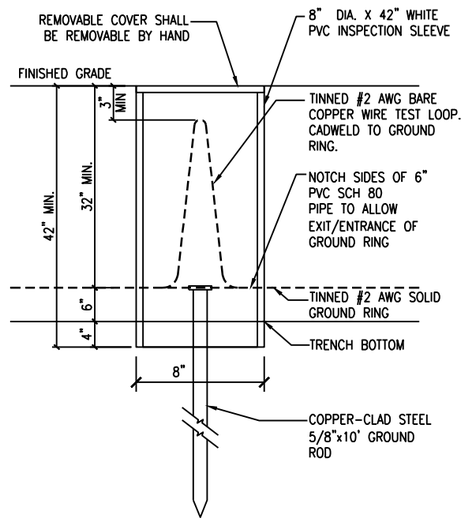
SCALE: N.T.S.



ITEM	PART NO.	DESCRIPTION	REQ
4	02-009-0663-000 (SUB ASSEMBLY)	3/8-16x5/8" TORQUE SHEAR HEAD BOLT IN A STANDARD 4x6 BAG INCLUDES: (2) 3/8-16x5/8" TORQUE SHEAR HEAD BOLT (NON-REMOVABLE) WITH VIBRSEAL; STAINLESS STEEL (303) P/N 02-009-0603-000 (1) STANDARD 4"x6" BAG (P/N 03-009-0209-00)	1
3	02-009-0633-000	3/8-16x5/8" TORQUE SHEAR HEAD BOLT (NON-REMOVABLE) WITH VIBRSEAL; STAINLESS STEEL (303)	2
2	03-009-0118-000	2"x2" INSULATOR; FIBERGLASS	2
1	02-009-0672-000	20" GROUND BAR; STEEL; GALVANIZED	1

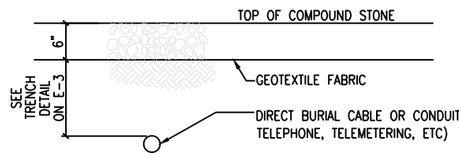
3 G-4 TOWER BUS BAR DETAIL

SCALE: N.T.S.



4 G-4 INSPECTION WELL DETAIL

SCALE: N.T.S.



INSTALLATION

1. THE TAPE SHALL BE MAGNETIC DETECTABLE MARKER, LAID DIRECTLY ABOVE THE CABLE OR CONDUIT UNDER RIGID TYPE AND OIL MAT PAVEMENTS, AND DIRECTLY ON TOP OF THE COMPACTED EARTH SUBGRADE IMMEDIATELY BEFORE RESTORING THE PAVEMENT.
2. IN OPEN AREAS, THE TAPE SHALL BE LAID DURING THE BACKFILLING OPERATION ON SMOOTH, COMPACTED BACKFILL AT A DISTANCE OF 8" BELOW THE SURFACE OF THE AREA.
3. THE ENDS OF THE TAPE SHALL BE LAPPED APPROXIMATELY SIX (6) INCHES.
4. TAPE SHALL BE THE COLOR AS INDICATED AND HAVE THE FOLLOWING MARKINGS:

RED	CAUTION BURIED ELECTRIC LINE BELOW	CAUTION	CAUTION
ORANGE	CAUTION BURIED TELEPHONE LINE BELOW	CAUTION	CAUTION

5 G-4 STANDARD MARKER TAPE DETAIL

SCALE: N.T.S.

TILLMAN INFRASTRUCTURE
152 W. 57TH ST. 27TH FLOOR
NEW YORK, NY 10019

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FLORIDA FIRM REGISTRATION # 27492

ACGI NO:	23-2337
DRAWN BY:	RM
CHECKED BY:	CZ

REVISIONS

REV	DATE	DESCRIPTION	BY
4	04/23/25	DRC COMMENTS & REDLINES	RM
3	03/05/25	DRC COMMENTS & REDLINES	RM
2	10/15/24	CITY COMMENTS	RM
1	07/25/24	REV. PER CM REDLINES	RM
0	05/30/24	FINAL CD	RM

STAMP

4/23/2025
CHIYU ZHANG
LICENSE
No 86873
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE INFORMATION
AT&T NUMBER
15828317
AT&T SITE NAME
HOG BAY AVE & HWY 70
TILLMAN SITE NUMBER
TI-OPP-29300
TILLMAN SITE NAME
BERNARDO HERNANDEZ-VILLANUEVA
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:

GROUNDING DETAILS

SHEET NUMBER:

G-4

I. PRECONSTRUCTION/PRELIMINARY

1. PERMITS AND LICENSES

1.1. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED LOCAL, COUNTY, AND/OR STATE PERMITS AND LICENSES.

1.2. ALL APPLICABLE FEDERAL, STATE, AND LOCAL TAXES ARE THE RESPONSIBILITY OF THE CONTRACTOR.

1.3. THE COSTS PAID FOR THE PERMITS BY THE CONTRACTOR ARE TO BE INCLUDED IN THE CONTRACTOR'S BID PRICE.

1.4. LEGIBLE COPIES OF ALL PERMITS ARE TO BE INCLUDED IN THE PROJECT CLOSEOUT DOCUMENTATION PACKAGE.

2. COMPLIANCE

2.1. ALL WORKS ARE TO BE COMPLETED IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS.

3. GEOTECHNICAL INFORMATION

3.1. A PROFESSIONAL GEOTECHNICAL INVESTIGATION OF THE SITE WILL BE FURNISHED TO THE CONTRACTOR AS PART OF THE PROPOSAL PACKAGE, IF REQUIRED, FOR REFERENCE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN INTERPRETATION, AND THE LIABILITY THEREOF, OF THE SUBSURFACE CONDITIONS DOCUMENTED IN THE GEOTECHNICAL REPORT. IF HE CONSIDERS THIS INFORMATION AND/OR SAMPLES TO BE LACKING OR INADEQUATE, HE SHALL CARRY OUT FURTHER INVESTIGATIONS, AT HIS OWN OPTION AND EXPENSE, TO SATISFY HIMSELF OF THE SUBSURFACE CONDITIONS

4. SURVEYING AND LAYOUT

4.1. A SURVEY OF THE SITE SHALL BE FURNISHED TO THE CONTRACTOR AS PART OF THE PROPOSAL PACKAGE. THE CONTRACTOR SHALL USE A REGISTERED LAND SURVEYOR, AT HIS OWN EXPENSE, FOR ALL CONSTRUCTION SURVEYING THAT MAY BE REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS AND MASTER SPECIFICATIONS

4.2. WHERE THE CONTRACTOR BELIEVES THAT NECESSARY DIMENSIONS ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS, HE MUST REQUEST THESE DIMENSIONS FROM THE PM IN WRITING BEFORE STARTING WORK. HE SHALL MAKE ADEQUATE PROVISION, IN TIME, FOR THE PM TO DETERMINE SUCH DIMENSIONS WITHOUT CAUSING DELAY IN WORK

5. NOTICES UNDER THE CONTRACT.

5.1. ALL NOTICES, APPLICATIONS, INSTRUCTIONS, AND REQUESTS TO BE GIVEN TO THE CONTRACTOR UNDER THE CONTRACT WILL BE GIVEN VIA E-MAIL, FAX, OR VERBALLY. AT HIS OWN DISCRETION, THE CONTRACTOR SHALL FORWARD TO THE PM WRITTEN CONFIRMATION OF ANY VERBAL DISCUSSION.

6. SUBSTITUTIONS AND VARIATIONS

6.1. THE CONTRACTOR SHALL FURNISH MATERIAL AS SHOWN OR APPROVED EQUAL, AND WORK IN PLACE IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS. NO DEVIATIONS SHALL BE MADE FROM THE CONSTRUCTION DRAWINGS WITHOUT PRIOR WRITTEN APPROVAL FROM THE PM.

6.1.1. EQUAL SUBSTITUTES SHALL BE SUBMITTED TO THE PM FOR WRITTEN APPROVAL PRIOR TO USE.

7. TEMPORARY WATER, POWER, AND SANITARY FACILITIES

7.1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, AT HIS OWN EXPENSE, ANY REQUIRED TEMPORARY WATER, CONSTRUCTION POWER, AND SANITARY FACILITIES NEEDED FOR THE COMPLETION OF THE CONSTRUCTION OF THE PROJECT.

8. COORDINATION WITH PUBLIC AUTHORITIES

8.1. THE CONTRACTOR SHALL COORDINATE WITH RELEVANT AUTHORITIES THE WORK THEY ARE TO CARRY OUT. HE SHALL CONDUCT HIS OPERATIONS SO AS NOT TO INTERFERE WITH THE OPERATIONS OF PUBLIC AND/OR PRIVATE UTILITY AUTHORITIES INSTALLING SERVICES AT THE SITE. COORDINATION OF UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.

8.1.1. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROTECTION OF UTILITIES AND ASSOCIATED STRUCTURES DURING CONSTRUCTION OF THE SITE

8.1.2. THE CONTRACTOR IS RESPONSIBLE FOR HAVING ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.

8.1.3. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH DAMAGED EXISTING UTILITIES, INCLUDING BUT NOT LIMITED TO FINES AND REPAIR COSTS.

8.1.4. DO NOT INTERRUPT EXISTING UTILITIES WITHOUT PERMISSION FROM THE UTILITY AND THE APPROVAL OF THE PM. PROVIDE 48-HOUR NOTIFICATION TO CUSTOMERS SERVICES BY THE AFFECTED UTILITY AND THE PM.

8.1.5. WHERE INACTIVE/ABANDONED UTILITIES ARE ENCOUNTERED WITHIN THE SITE THAT INTERFERE WITH THE EXECUTION OF THE CONSTRUCTION WORK, THE CONTRACTOR SHALL REMOVE AND/OR TERMINATE SUCH UTILITIES IN ACCORDANCE WITH THE UTILITY COMPANY'S RECOMMENDATION.

9. USE OF PUBLIC ROADS AND TRAFFIC CONTROL

9.1. THE CONTRACTOR SHALL MAINTAIN ALL ROADS FREE OF ANY DEBRIS OR OTHER MATERIAL THAT MAY FALL FROM HIS EQUIPMENT OR OTHERWISE BE DEPOSITED ON THE ROADS. ALL SUCH MATERIAL SHALL BE PROMPTLY REMOVED AND THE ROAD CLEANED TO THE SATISFACTION OF THE GOVERNING AUTHORITIES

9.1.1. THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL REPAIR ANY DAMAGE TO PUBLIC ROADS CAUSED BY THE CONTRACTOR TO THE SATISFACTION OF THE GOVERNING AUTHORITIES.

9.2. THE CONTRACTOR IS TO ARRANGE HIS USE OF PUBLIC AND PRIVATE ROADS IN ACCORDANCE WITH THE RELEVANT AUTHORITY'S REQUIREMENTS.

10. INSPECTIONS

10.1. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ALL RELEVANT AUTHORITY INSPECTIONS ARE CARRIED OUT IN A TIMELY MANNER.

10.2. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF ALL INSPECTIONS.

11. EXPLOSIVES

11.1. THE USE OF EXPLOSIVE WILL BE PERMITTED ONLY WITH THE WRITTEN PERMISSION OF THE PROPERTY OWNER AND THE PM. WHEN APPROVED, BLASTING SHALL BE CARRIED OUT IN STRICT ACCORDANCE WITH THE REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER THE WORK.

11.2. ADJOINING PROPERTY OWNERS LIKELY AFFECTED BY THE BLASTING SHALL BE NOTIFIED IN ADVANCE, IN WRITING. ALL SUCH NOTIFICATIONS SHALL BE COPIED TO THE PM.

11.3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CLAIMS AS A RESULT OF HIS BLASTING ACTIVITY.

12. NOISE LEVELS

12.1. THE CONTRACTOR SHALL ENSURE THAT STATE AND LOCAL REGULATIONS ARE COMPLIED WITH IN REGARD TO NOISE LEVELS PRODUCES BY HIS OR HIS SUBCONTRACTOR'S EQUIPMENT OR METHODS OF CONSTRUCTION.

13. DUST CONTROL

13.1. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO LIMIT THE CREATION OF ANY DUST NUISANCE THAT MIGHT ARISE DURING CONSTRUCTION, TO THE SATISFACTION OF THE LOCAL AUTHORITIES AND THE PROPERTY OWNER.

14. PRESERVATION OF TREES AND SHRUBS

14.1. THE CONTRACTOR AND HIS EMPLOYEES AND SUBCONTRACTORS SHALL REFRAIN FROM DESTROYING, REMOVING, OR CLEARING TREES AND SHRUBS UNLESS SPECIFICALLY REQUIRED ON THE CONSTRUCTION DRAWINGS OR APPROVED BY THE CARRIER'S PM.

15. PERSONNEL AND EQUIPMENT

15.1. THE CONTRACTOR SHALL SUPPLY ALL PERSONNEL, SUPERVISION, EQUIPMENT, TOOLS, TRANSPORTATION, AND LODGING NECESSARY TO COMPLETE THE WORK AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND MASTER SPECIFICATIONS.

II. DRIVE LAYOUT

1. MINIMUM WIDTH - 12'

1.1. MINIMUM TURNING RADIUS - 50' FROM ROAD

1.2. MAXIMUM GRADE - 15%

1.3. INCREASE WIDTH OF DRIVES IN TURNS TO 15' ALONG INNER RADIUS OF 12' DRIVES, 18' FOR 15' WIDTH DRIVES.

1.4. FLARE ACCESS DRIVE TO 15' OR TO MEET LOCAL CODES AT INTERSECTION WITH OTHER ROADS.

1.5. INSTALL TURNAROUND SITE BASIC LAYOUT DRAWING PLANS AS PROVIDED SPEC.

2. DRIVE DRAINAGE

2.1. DRIVES ACROSS LEVEL GROUND - 2" CROWN WITH DITCHES CONSTRUCTED ON EITHER SIDE OF DRIVE.

2.2. DRIVES PERPENDICULAR TO SLOPE - 0 TO 10% - DRIVE SURFACE TO BE FLUSH WITH EXISTING GRADE TO ALLOW RUN-OFF TO SHEET ACROSS DRIVE. 11%> -2" SLOPE WITH DITCH CONSTRUCTED ON HIGH SIDE OF DRIVE. PROVIDE 15" CORRUGATED METAL PIPE DRAINAGE CULVERTS AS REQUIRED.

3. DRIVE BED COMPACTION - REFER TO DRAWN DETAILS

4. EROSION CONTROL AT DRIVES

4.1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN AT ALL TIMES SUFFICIENT MEASURES TO PREVENT SOIL AND DEBRIS FROM CONTAMINATING ADJACENT PROPERTIES, ROADS, WALKWAYS, STORM DRAINAGE SYSTEMS, AND WATERWAYS. SEE DRAWINGS.

5. PUBLIC ROADS

5.1. THE CONNECTION OF ACCESS DRIVES TO THE PUBLIC THOROUGHFARES SHALL CONFORM TO THE STANDARDS OF THE DEPARTMENT OF TRANSPORTATION HAVING JURISDICTION IN THAT AREA. SPECIFIC CONNECTION DETAILS WILL BE PROVIDED BY THE A/E.

6. CLEARING AND GRUBBING OF ROADWAY

6.1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL DRIVE CENTERLINES, CURB CUTS, ETC.

6.2. WITHIN THE STANDARD DRIVE AREA, THE CONTRACTOR SHALL REMOVE ALL TREES, STUMPS, LOGS, ROOTS, BRUSH, SURFACE BOULDERS, EXISTING FOUNDATIONS, FENCES, AND STRUCTURES OF ALL DESCRIPTIONS. ALL GRUB HOLES OR OTHER DEPRESSIONS RESULTING FROM THE CLEARING AND/OR GRUBBING WORK SHALL BE BACKFILLED AND COMPACTED WITH APPROVED MATERIAL.

6.2.1. ALL MATERIAL CLEARED AND GRUBBED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE TO A LEGAL DUMPING AREA.

6.2.2. BURIAL OF MATERIAL ON SITE CAN ONLY BE DONE WITH WRITTEN PERMISSION FROM THE LANDOWNER AND THE PM.

7. FILL & BORROW MATERIAL - REFER TO DRAWN DETAILS

III. SITE WORK

1. EROSION CONTROL

1.1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN AT ALL TIMES SUFFICIENT MEASURES TO PREVENT SOIL AND DEBRIS FROM CONTAMINATING ADJACENT PROPERTIES, ROADS, WALKWAYS, STORM DRAINAGE SYSTEMS, AND WATERWAYS.

1.2. ONCE GRADING OPERATIONS ARE COMPLETE, ALL DISTURBED AREAS THAT DO NOT RECEIVE PAVEMENT OR STRUCTURES SHALL BE PLANTED WITH SEED AND MULCH OR SOD, AS INDICATED ON THE CONSTRUCTION DRAWINGS.

2. CLEARING AND GRUBBING OF THE SITE

2.1. THE CONTRACTOR SHALL PROPERLY IDENTIFY THE AREAS TO BE CLEARED AS SHOWN ON THE CONSTRUCTION DRAWINGS PRIOR TO COMMENCING CLEARING OPERATIONS. CLEARING LIMITS SHALL EXTEND APPROX. 15' OUTSIDE THE AREA TO BE FENCED BUT NOT CROSSING THE LANDOWNER'S PROPERTY BOUNDARIES.

2.2. FORM MATERIALS SHALL BE SUFFICIENTLY TIGHT TO PREVENT LEAKAGE OF CEMENT PASTE.

2.3. ALL FORM SURFACES EXPOSED TO THE CONCRETE SHALL BE THOROUGHLY CLEANED AND COATED WITH COMMERCIAL GRADE, NON-STAINING, NON-TOXIC FORM RELEASE AGENT.

2.3.1. WITHIN THE GUY PATH AND GUY ANCHOR AREAS, THE CONTRACTOR SHALL REMOVE ALL TREES (UNLESS OTHERWISE NOTED), STUMPS, LOGS, ROOTS, BRUSH, SURFACE BOULDERS, EXISTING FOUNDATIONS, FENCES AND STRUCTURES OF ALL DESCRIPTIONS. AFTER CLEARING, THE AREA IS TO BE GRADED AND SOWN DOWN SO THE AREAS CAN BE MAINTAINED WITH TRACTOR AND BUSHHOG.

2.3.2. BEYOND THE CLEARING LIMITS, TRIM UP OR CUT DOWN ANY TREES THAT WOULD DAMAGE THE GUY WIRES OR GUY ANCHOR COMPOUNDS SHOULD THEY FALL.

2.4. ALL MATERIAL CLEARED AND GRUBBED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE TO A LEGAL DUMPING AREA.

2.4.1. BURIAL OF MATERIAL ON SITE CAN ONLY BE DONE WITH THE WRITTEN PERMISSION FROM THE LANDOWNER AND THE PM.

3. FILL AND BORROW MATERIAL - REFER TO DRAWN DETAILS

4. FINISH GRADING

4.1. THE ENTIRE SITE ARE SHALL BE GRADED UNIFORMLY TO PREVENT PONDING OF SURFACE WATER AND PROVIDE POSITIVE DRAINAGE AWAY FROM EQUIPMENT, PARKING AREAS, TOWER FOUNDATIONS AND GUY ANCHORS.

4.2. WHERE REQUIRED BY THE SLOPE OF THE WORK TOPSOIL WITHIN THE GRADED AREA SHALL BE STOCKPILED FOR LATER USE IN LANDSCAPING, AFTER COMPLETION OF CONSTRUCTION WORK, THE TOPSOIL SHALL BE UNIFORMLY SPREAD OVER DISTURBED AREAS AND FINISH GRADED TO ACCEPT SEED AND MULCH OR SOD AS INDICATED ON THE CONSTRUCTION DRAWINGS.

4.3. PROTECT NEWLY GRADED AREAS FROM EROSION AND TRAFFIC. WHERE EROSION, RUTTING, OR SETTLEMENT OCCURS DUE TO WEATHER CONDITIONS OR CONSTRUCTION ACTIVITIES, REPAIR AND REESTABLISH GRADES TO THE REQUIRES CONTOURS. SEE DRAWINGS FOR EROSION CONTROL DEVICES.

5. SITE AND GUY ANCHOR COMPOUND PAVEMENT

5.1. INSTALL A LAYER OF MIRAFI 500X GEOTEXTILE FABRIC (OR APPROVED EQUAL) WITH 4" MINIMUM LAYER OF #57 OR 3/4" CLEAN STONE. EXTEND PAVING MATERIAL ONE FOOT OUTSIDE THE FENCE LINE TO MINIMIZE SITE MAINTENANCE. SEE PLANS FOR SPECIFIC REQUIRED GRAVEL THICKNESS.

5.2. ON SITES THAT REQUIRE A DIFFERENT SITE COMPOUND MATERIAL DUE TO THE PERMITTING AGENCIES, THE FABRIC AND #57 STONE OR EQUIVALENT MATERIAL WILL BE ELIMINATED AND THE SURFACE MATERIAL THAT IS SHOWN ON THE CONSTRUCTION DRAWINGS WILL BE USED.

SITE SPECIFICATIONS REFER TO BOTH RAW LAND AND CO-LOCATION SITES. REFERENCE SITE PLANS FOR TYPE OF SITE AND USE APPLICABLE SPECIFICATIONS.

*NOTE: PM REFERS TO TILLMAN PROJECT MANAGER

TILLMAN INFRASTRUCTURE
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NEW YORK, NY 10019

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FLORIDA FIRM REGISTRATION # 27492

ACGI NO:	23-2337
DRAWN BY:	RM
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REVISIONS

REV	DATE	DESCRIPTION	BY
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2	10/15/24	CITY COMMENTS	RM
1	07/25/24	REV. PER CM REDLINES	RM
0	05/30/24	FINAL CD	RM

STAMP

4/23/2025
CHIYU ZHANG
LICENSE
No 86873
STATE OF FLORIDA
PROFESSIONAL ENGINEER

NOT VALID WITHOUT
P.E. STAMP & SIGNATURE

SITE INFORMATION
AT&T NUMBER
15828317
AT&T SITE NAME
HOG BAY AVE & HWY 70
TILLMAN SITE NUMBER
TI-OPP-29300
TILLMAN SITE NAME
BERNARDO HERNANDEZ-VILLANUEVA
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
GN-1

IV. TOWER FOUNDATIONS ARE NOT INCLUDED IN THE SCOPE OF THESE DOCUMENTS

1. IN ADDITION TO THE IMPROVEMENTS SPECIFICALLY DETAILED ON THESE PLANS, DRILLING AND/OR FORMING THE TOWER FOUNDATION, PLACEMENT OF THE REQUIRED REINFORCING STEEL AND STACKING THE TOWER SHALL BE COMPLETED BY A COMPETENT CONTRACTOR FAMILIAR WITH ALL INDUSTRY CONSTRUCTION STANDARDS AND SAFETY MEASURES.

V. CONCRETE

1. GENERAL

1.1. BEFORE ANY CONCRETE FOUNDATION CONSTRUCTION BEGINS, THE CONTRACTOR SHALL VERIFY THE LOCATION AND CORRECT PLACEMENT OF THE PADS AS SHOWN ON THE CONSTRUCTION DRAWINGS.

2. FORMWORK

2.1. PLACE, ERECT, SUPPORT, AND BRACE FORMS TO PROVIDE CONCRETE STRUCTURES HAVING THE SHAPE, LINES, AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. FABRICATE FORMS TO ALLOW FOR EASY REMOVAL AFTER CONCRETE CURING.

2.2. FORM MATERIALS SHALL BE SUFFICIENTLY TIGHT TO PREVENT LEAKAGE OF CEMENT PASTE.

2.3. ALL FORM SURFACES EXPOSED TO THE CONCRETE SHALL BE THOROUGHLY CLEANED AND COATED WITH COMMERCIAL GRADE, NON-STAINING, NON-TOXIC FORM RELEASE AGENT.

3. CONCRETE REINFORCEMENT

3.1. ALL REINFORCING BARS SHALL BE GRADE 60 DEFORMED BARS CONFORMING TO ASTM A 615 GRADE 60 STANDARDS, UNLESS OTHERWISE NOTED, AND SHALL BE FREE OF LOOSE RUST AND SCALE.

3.1.1. HEATING AND WELDING OF REINFORCING BARS IN STRICTLY PROHIBITED.

3.2. ALL REINFORCING BOLSTER CHAIRS, SPACERS, AND OTHER ACCESSORIES FOR FASTENING OR POSITIONING BARS SHALL CONFORM TO CRSI SPECIFICATIONS AND SHALL BE ACCURATELY POSITIONED AND SECURED WHILE THE CONCRETE IS BEING PLACED.

3.3. ALL REINFORCEMENT SHALL HAVE MINIMUM CONCRETE COVER OF 3", UNLESS OTHERWISE NOTED.

4. READY-MIX CONCRETE

4.1. ALL EQUIPMENT/SHELTER FOUNDATION READY-MIX CONCRETE SHALL BE 3000 PSI MINIMUM AND SHALL CONFORM TO ASTM C 94 STANDARDS.

4.2. CONCRETE SLUMP SHALL BE 4" MINIMUM TO 7" MAXIMUM FOR CONCRETE PLACED IN EQUIPMENT FOUNDATION.

4.3. INTRODUCTION OF ADDITIONAL WATER TO CONCRETE ON SITE SHALL BE IN ACCORDANCE WITH SECTION 11.7 OF ASTM C 94 AND SHALL NOT CAUSE CONCRETE TO EXCEED THE MAXIMUM SPECIFIED SLUMP.

4.4. THE USE OF APPROVED SET RETARDING ADMIXTURES IS PERMISSIBLE.

5. PLACING CONCRETE

5.1. IMMEDIATELY BEFORE PLACING CONCRETE, THE CONTRACTOR SHALL INSPECT ALL FRAMEWORK, REINFORCING STEEL, AND EMBEDDED ITEMS TO VERIFY CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS.

5.2. NO CONCRETE SHALL BE PLACED ON FROZEN OR SATURATED GROUND.

5.3. ALL DEBRIS AND EXCESS MATERIALS SHALL BE REMOVED FROM THE EXCAVATION PRIOR TO PLACING CONCRETE.

5.4. ONCE A FOUNDATION POUR IS STARTED IT MUST BE COMPLETE IN A CONTINUOUS MANNER.

5.5. DURING AND IMMEDIATELY AFTER PLACING THE CONCRETE, USE MECHANICAL VIBRATORS TO CONSOLIDATE CONCRETE AROUND REINFORCING STEEL, ANCHOR BOLTS AND INTO CORNERS. DO NOT ALLOW THE CONCRETE TO SEPARATE DURING VIBRATING.

6. WEATHER CONCRETE PLACEMENT

6.1. DURING COLD WEATHER CONSTRUCTION, CONCRETE DELIVERED SHALL HAVE A MINIMUM PLACEMENT TEMPERATURE OF 50 DEGREES F.

6.2. DO NOT USE ANTIFREEZE AGENTS OR CHEMICAL ACCELERATORS WITHOUT APPROVAL OF THE PM.

6.3. IF TEMPERATURES ARE EXPECTED TO BE BELOW 40 DEGREES F WITHIN 6 HOURS OF PLACING THE CONCRETE, PROVISIONS SHALL BE MADE TO MAINTAIN A CONCRETE TEMPERATURE OF 50 DEGREES F FOR 5 DAYS OR 70 DEGREES F FOR 3 DAYS.

7. HOT WEATHER CONCRETE PLACEMENT

7.1. DURING HOT WEATHER CONSTRUCTION, COMPLY WITH ACI 305 STANDARDS AS SPECIFIED. CONCRETE DELIVERED IN HOT WEATHER SHALL NOT EXCEED 95 DEGREES F AT TIME OF PLACEMENT.

7.2. USE ICE OR OTHER METHODS TO COOL THE WATER AND AGGREGATE PRIOR TO MIXING, IN ORDER TO ACHIEVE A CONCRETE TEMPERATURE AT POINT OF PLACEMENT AND DURING THE CURING PROCESS OF LESS THAN 95 DEGREES F.

8. FINISHING

8.1. UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS OR "SPECIAL NOTES" PAGE, ALL EXPOSED SURFACES SHALL RECEIVE A MEDIUM BROOM FINISH PARALLEL TO THE SHORT SIDE OF THE FOUNDATION. EXPOSED EDGES OF ALL EQUIPMENT FOUNDATIONS SHALL RECEIVE EITHER A 3/4" BY 3/4" 45 DEGREE CHAMFER OF A 1" RADIUS TOOLED FINISH.

8.2. FOUNDATION TOPS THAT POND WATER WILL NOT BE ACCEPTED.

8.3. AFTER FORMS ARE REMOVED ALL EXPOSED SURFACES ARE TO BE REPAIRED, TO INCLUDE FILLING OF VOIDS AND PUDDLING, AND RUBBED AND BRUSHED OUT TO PRESENT A UNIFORM APPEARANCE.

9. CURING

9.1. CURING OF EQUIPMENT FOUNDATIONS SHALL BE ACCOMPLISHED BY ONE OF THE FOLLOWING METHODS:CONTINUOUSLY SPRINKLE OR POND SURFACES WITH WATER. CARE SHOULD BE TAKEN IN THE DISPOSAL OF RUNOFF WATER TO PREVENT EARTHWORK EROSION AND SUBGRADE DETERIORATION.

COVER SURFACE WITH POLYETHYLENE TO CONTAIN MOISTURE.

COVER SURFACE WITH WET BURLAP.

EXTREME CARE SHOULD BE TAKEN DURING HOT WEATHER TO PREVENT RAPID EVAPORATION OF MIX WATER DURING CONCRETE CURING.

VI. CONCRETE TESTING AND INSPECTIONS

1. GENERAL

1.1. THE GEOTECHNICAL FIRM SHALL ACCOMPLISH CONCRETE TESTING AND INSPECTIONS. THE COST OF TESTING SHALL BE PAID BY THE CONTRACTOR. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE GEOTECHNICAL FIRM PROJECT MANAGER A MINIMUM OF 24 HOURS IN ADVANCE OF ALL FOUNDATION POURS.

1.2. CONCRETE TEST CYLINDER CASTING SHALL BE DONE ACCORDING TO THE FOLLOWING SCHEDULE: MAT FOUNDATION – ONE SET IF DONE IN ONE POUR, OR ONE SET FOR THE MAT AND ONE SET FOR THE PIERS. SPREAD FOOTING AND PIER – ONE SET IF ONE IN ONE POUR, OR ONE SET FOR THE SPREAD FOOTING AND ONE SET FOR THE PIER.

2. TEST CYLINDERS

2.1. EACH TEST SHALL CONSIST OF 5 CYLINDERS THAT ARE CAST AND CURED IN ACCORDANCE WITH ASTM C 31 AND TESTED IN ACCORDANCE WITH ASTM C 39. TESTING SCHEDULE IS AS FOLLOWS: ONE CYLINDER AT 7 DAYS, ONE CYLINDER AT 14 DAYS, AND ONE AT 28 DAYS.

2.1.1. OF THE REMAINING 2 CYLINDERS, ONE IS TO BE A SPARE AND ONE WILL BE USED FOR A 3 DAY TEST DUE TO AN ACCELERATED TOWER ERECTION SCHEDULE.

2.2. FOR PROPER RECORD KEEPING, EACH SET OF TEST CYLINDERS SHALL BE MARKED WITH THE DATE AND TIME OF THE DAY THE CYLINDERS WERE MADE, THE SITE NUMBER AND LOCATION, THE BATCH NUMBER, THE AIR CONTENT, AND SLUMP.

2.3. WRITTEN CONFIRMATION OF THE CYLINDER TESTS SHALL BE SENT TO THE PM.

3. FIELD TESTING

3.1. FIELD TESTING OF FRESH CONCRETE SHALL CONSIST OF THE FOLLOWING: SLUMP TEST, AIR CONTENT, AND TEMPERATURE. AMBIENT AIR TEMPERATURE SHALL ALSO BE CHECKED AND RECORDED.

4. ADDITIONAL CONCRETE TESTING

4.1. A TESTING AGENCY MAY TAKE CORE SAMPLES OF IN-PLACE CONCRETE WHEN TEST RESULTS ARE SUCH THAT THERE IS REASONABLE DOUBT THAT SPECIFIED CONCRETE STRENGTHS HAVE BEEN OBTAINED.

4.2. THE TESTING AGENCY SHALL CONDUCT TESTS TO DETERMINE THE STRENGTH OF THE IN-PLACE CONCRETE BY COMPRESSION TESTS ON CORED CYLINDERS COMPLYING WITH ASTM C 42, OR BY LOAD TESTING AS OUTLINED IN ACI 318.

4.3. COST OF ADDITIONAL TESTING, INCLUDING CORE TESTS, LOAD TESTS, OR OTHER TESTING AS DETERMINED BY THE PM WHENEVER CONCRETE FAILS TO MEET SPECIFIED CRITERIA, SHALL BE PAID BY THE CONTRACTOR.

VII. AC POWER AND TELCO

1. GENERAL

1.1. THE BASIC AC POWER AND TELCO REQUIREMENTS ARE AS FOLLOWS:

1.2. SITES WITH HAZARD LIGHTING

120/240 VAC SINGLE PHASE, 800 AMP FEED TO THE POWER DISTRIBUTION PANEL, METERED SERVICE TO THE 120/240 VAC SINGLE PHASE, 125 AMP SUB PANEL TO POWER THE HAZARD LIGHTING CONTROLLER AND THE ALARM CONTROL PANEL, AND A TELCO "POTS" LINE TO THE ALARM CONTROL PANEL.

ON SITES WITH HAZARD LIGHTING, THE CONTRACTOR IS RESPONSIBLE FOR MAKING THE APPLICATION FOR POWER.

CONTACT THE PM FOR ANY WRITTEN AUTHORIZATION THAT MAY BE REQUIRED BY THE UTILITY FOR SETTING UP THESE ACCOUNTS.

CONTRACTOR SHALL ALSO SCHEDULE AND COORDINATE THE INSTALLATION AND CONNECTION OF THESE SERVICES.

1.3. SITES WITHOUT HAZARD LIGHTING

EACH FUTURE CARRIER'S CONTRACT SHALL DICTATE THE SCOPE OF WORK FOR SECONDARY AND PRIMARY DISTRIBUTION RUNS.

120/240 VAC SINGLE PHASE, 200 AMP FEED TO THE POWER DISTRIBUTION PANEL.

CONTRACTOR IS RESPONSIBLE FOR ONLY INSTALLING THE POWER DISTRIBUTION PANEL AND ASSOCIATED CONDUITS, THE TELCO CONDUITS, AND OBTAINING THE ROUGH-IN INSPECTIONS.

ON SITES WITHOUT HAZARD LIGHTING, THE CARRIER IS RESPONSIBLE FOR MAKING THE APPLICATION FOR POWER, INCLUDING APPLICATION FEES AND DEPOSITS.

DEPENDING ON THE PROJECT SCOPE OF WORK, THE CONTRACTOR MAY ALSO SCHEDULE AND COORDINATE THE INSTALLATION AND CONNECTION OF THESE SERVICES.

2. MATERIALS

2.1. ALL CONDUITS SHALL BE SCHEDULE 40 PVC, OR AS SPECIFIED ON DESIGN DRAWINGS. ALL JOINTS SHALL BE MADE WATERTIGHT USING SOLVENT CEMENT SPECIFICALLY DESIGNED FOR USE WITH PVC CONDUIT.

2.2. ALL EXPOSED MATERIALS ARE TO BE HOT DIPPED GALVANIZED OR HAVE FINISHES APPROVED FOR OUTDOOR USE.

2.3. POSTS SUPPORTING POWER DISTRIBUTION SYSTEM ARE TO BE CAPPED WITH METAL CAPS.

2.4. ALL OTHER MATERIALS SHALL BE AS SPECIFIED ON THE CONSTRUCTION DRAWINGS OR IN THE NATIONAL ELECTRIC CODE.

3. COMMERCIAL AC POWER

3.1. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND ASSOCIATED LABOR FOR CONSTRUCTION OF THE POWER DISTRIBUTION PANEL SYSTEM AS SHOWN ON THE CONSTRUCTION DRAWINGS. THIS SYSTEM INCLUDES THE CONDUIT(S) FOR THE INCOMING SERVICE, DISTRIBUTION PANEL AND THE POWER CONDUIT TO THE CARRIER LOCATION.

3.2. ADDITIONALLY, SITES WITH HAZARD LIGHTING REQUIRE A NEMA TYPE 3R, 125 AMP MAIN LUG PANEL WITH TWO 15 AMP BREAKERS AND A DUPLEX RECEPTACLE FOR POWERING THE TOWER HAZARD LIGHTING CONTROLLER AND THE OPTO 22 MONITORING BOX. A CONDUIT WILL ALSO NEED TO BE INSTALLED FROM THE HAZARD LIGHT CONTROLLER TO THE OPTO 22 MONITORING BOX.

3.3. ADDITIONALLY, WHEN INSTALLING THE OPTO 22 UNIT, THE OPTO 22 MONITORING FORM MUST BE FILLED OUT AND SENT ACCORDING TO INSTRUCTIONS.

4. INSTALLATION

4.1. UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS OR REQUIRED BY THE LOCAL UTILITY, THE ELECTRIC SERVICE IS TO BE A 120/240 VAC SINGLE PHASE, 800 AMP UNDERGROUND SERVICE.

4.2. ALL BURIED CONDUITS SHALL BE A MINIMUM OF 3' BELOW FINISHED GRADE.

4.3. IN ALL TRENCHES THAT CONTAIN ELECTRIC POWER CONDUITS, WARNING TAPE "BURIED ELECTRIC CABLES" IS TO BE INSTALLED 12" BELOW FINISHED GRADE DURING BACKFILL OPERATIONS.

4.4. ON SITES THAT REQUIRED HAZARD LIGHTING, THE TOP ELECTRIC METER WILL BE FOR THE TOWER OPERATOR, UNLESS ANOTHER LOCATION IS REQUIRED BY THE LOCAL UTILITY.

5. TELCO

5.1. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND ASSOCIATED LABOR FOR THE CONSTRUCTION OF THE REQUIRED TELCO RUNS TO DEMARC LOCATION AS DIRECTED BY TELEPHONE COMPANY, AND/OR TO OPTO 22 MONITORING BOX AS SHOWN ON THE CONSTRUCTION DRAWINGS.

6. INSTALLATION

6.1. ALL BURIED CONDUITS SHALL BE A MINIMUM OF 2' BELOW FINISHED GRADE, ALL EMPTY CONDUITS WILL HAVE PULL CORDS LEFT IN EACH CONDUIT.

7. SIGNAGE

7.1. CARRIER IDENTIFICATION SIGNS ARE TO BE ATTACHED TO THE METERING PANEL OPPOSITE THE METER TO ELIMINATE CONFUSION FOR THE UTILITY COMPANIES.

7.2. AN IDENTIFYING SIGN WILL BE ATTACHED TO THE PANEL OPPOSITE THE METER FOR THE HAZARD LIGHTING SYSTEM.

VIII. TOWER INSTALLATION IS NOT INCLUDED IN THE SCOPE OF THESE DOCUMENTS.

IX. ANTENNA MOUNTS AND ASSOCIATED EQUIPMENT ARE NOT INCLUDED IN THE SCOPE OF THESE DOCUMENTS.

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AT&T NUMBER
15828317
AT&T SITE NAME
HOG BAY AVE & HWY 70
TILLMAN SITE NUMBER
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SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
GN-2

X. GROUNDING SPECIFICATIONS

1. INTRODUCTION

1.1. GROUNDING IS PROVIDED AT ALL COMMUNICATIONS LOCATIONS FOR THE FOLLOWING REASONS:

1.1.1. PROTECTION OF PERSONNEL AGAINST INJURY OR DEATH FROM CONTACT WITH HIGH POTENTIALS ASSOCIATED WITH LIGHTNING CURRENT.

1.1.2. TO MEET NATIONAL ELECTRIC CODE (NEC) STANDARDS FOR PERSONNEL SAFETY.

1.1.3. TO PROTECT EQUIPMENT AGAINST DAMAGE FROM LIGHTNING CURRENTS OR OTHER HIGH ELECTRICAL TRANSIENTS OR SURGES.

1.1.4. TO FIX THE POTENTIAL OF EQUIPMENT TO A COMMON (EQUIPOTENTIAL) VALUE FOR THE PURPOSE OF INHIBITING INTERFERENCE BETWEEN CIRCUITS AND THE INJECTION OF NOISE INTO CIRCUITS.

1.1.5. AS AN OPERATIONAL REQUIREMENT OF THE EQUIPMENT SUPPLIER.

1.1.6. PROTECTION OF EXISTING BUILDING STRUCTURES FROM DAMAGE BY LIGHTNING CURRENTS IN ACCORDANCE WITH NFPA 780.

1.1.7. FOR A GROUND SYSTEM TO MEET ALL THE ABOVE REQUIREMENTS, IT MUST PROVIDE A LOW IMPEDANCE TO THE GENERAL MASS OF THE EARTH. THE NEED TO PROTECT AGAINST THE EFFECTS OF A LIGHTNING STRIKE OR LIGHTNING INDUCE TRANSIENTS IS PROBABLY THE MOST DEMANDING AND REQUIRES LOW "SURGE IMPEDANCES" TO EARTH WHICH IN TURN REQUIRES PARTICULAR ATTENTION TO BONDING PRACTICES AND WIRING METHODS, E.G. CONDUCTORS TO BE AS SHORT AND DIRECT AS PRACTICAL WITHOUT SHARP BENDS.

1.1.8. THE GROUNDING METHODS AND PRACTICES SET OUT IN THIS DOCUMENT ARE DESIGNED TO PROVIDE A UNIFORM STANDARD OF GROUNDING AND PROTECTION AT ALL COMMUNICATION LOCATIONS CONSISTENT WITH THE ABOVE CONCEPTS. THIS STANDARD SHOULD BE USED AS THE OBJECTIVE TO BE SOUGHT. HOWEVER, SITE CONSTRAINTS ARE ACKNOWLEDGED TO LIMIT SPECIFIC CONFORMITY, AND IN SOME CASES WILL REQUIRE THE PRINCIPLES OF THIS STANDARD TO BE FOLLOWED, RATHER THAN THE PRECISE DETAILS.

1.1.9. THEREFORE, ANY EXCEPTIONS TO THIS STANDARD THROUGH DESIGN OR MODIFICATION STAGES, SHALL BE CITED ON LOCAL GROUNDING AND/OR LIGHTNING PROTECTION SYSTEM DESIGN DRAWINGS.

1.1.10. IT IS IMPORTANT TO REALIZE THAT LIGHTNING AND LIGHTNING PROTECTION ARE PROBABILITY PHENOMENA. WE CANNOT BE 100% POSITIVE THAT A FACILITY IS PROTECTED FROM LIGHTNING BECAUSE THE PROTECTION SYSTEM IS "CORRECTLY" INSTALLED. BETTER PROTECTION LOWERS THE PROBABILITY OF DAMAGING LIGHTNING STRIKES. QUALITY MATERIAL IMPROPERLY INSTALLED DOES NOT GENERALLY PROVIDE BETTER PROTECTION.

2. GENERAL DESCRIPTION

2.1. THE TILLMAN WIRELESS (TILLMAN) GROUNDING STANDARD IS BASED ON PROVIDING PERSONNEL SAFETY, AS WELL AS EQUIPMENT AND STRUCTURAL PROTECTION IN THE EVENT OF A NEARBY LIGHTNING DISCHARGE, AT ALL COMMUNICATION LOCATIONS.

2.2. APPROACHING THUNDERSTORMS SHOULD BE ANTICIPATED, AND MAINTENANCE AVOIDED UNTIL STORMS HAVE CLEARED. DURING THUNDERSTORMS AVOID THE USE OF OR CONTACT WITH ELECTRICAL APPLIANCES, TELEPHONES, RF CABLES, MASTS, PLUMBING FIXTURES AND OTHER CONDUCTIVE OBJECTS WITHIN AND AROUND THE STRUCTURE.

2.3. AN INTERCONNECTED DRIVEN GROUND ROD SYSTEM IS EMPLOYED AS THE BASIS FOR THE TILLMAN GROUNDING RODS, FORMS A RING AROUND THE BUILDING. THE EXTERIOR BURIED GROUND RING SYSTEM IS USED IN CONJUNCTION WITH AN INTERIOR GROUND RING SYSTEM SURROUNDING THE COMMUNICATIONS EQUIPMENT IN THE BUILDING'S INTERIOR. MULTIPLE BONDS BETWEEN THE EXTERIOR AND INTERIOR RINGS, PLUS CONNECTIONS TO THE BUILDING, ARE UTILIZED IN AN ATTEMPT TO MINIMIZE POTENTIAL DIFFERENCES BETWEEN ADJACENT METALLIC OBJECTS.

2.4. THE DESIGN CRITERIA FOR RESISTANCE TO GROUND IS 5 OHMS OR LESS. THE DRIVEN GROUND ROD SYSTEM RECOMMENDED HEREIN IS DESIGNED TO PRODUCE AS LOW A RESISTANCE AS PRACTICAL WITHIN REASONABLE ECONOMIC LIMITATIONS, AND TO PROVIDE A FIELD OF MINIMUM DETERIORATION WITHIN THOSE SAME LIMITATIONS.

2.5. A COMPLETE GROUND ROD SYSTEM SHALL CONSIST OF THE FOLLOWING COMPONENTS:

2.5.1. A BURIED EXTERIOR FIELD (FURNISHED AND INSTALLED BY THE GENERAL CONTRACTOR) CONSISTING OF SHELTER GROUND RING, TOWER GROUND RING, ICE BRIDGE GROUNDING, PERIMETER GROUND RING, GROUND RODS, CONNECTIONS BETWEEN GROUND RINGS AND CONNECTIONS TO FENCES, TOWER, GENERATORS, FUEL TANKS, GATES, MISC. METAL OBJECTS AND EXTERIOR MOUNTED SHELTER EQUIPMENT (A/C UNITS, GROUND BARS, DOOR FRAMES, CABLE PORTS, EMERGENCY GENERATOR RECEPTACLE, POWER OUTLET, ETC.).

2.5.2. WHERE EQUIPMENT SHELTERS ARE REQUIRED, AN EXPOSED INTERIOR GROUND FIELD (FURNISHED AND INSTALLED BY THE SHELTER MANUFACTURER) CONSISTING OF INTERIOR SHELTER HALO WITH GROUND TO ALL TELECOMMUNICATIONS EQUIPMENT, POWER AND TELCO, OUTLETS, DOOR AND FRAME, GROUND BARS, A/C UNIT FRAMES, CABLE PORTS, CABLE RACKS, STEEL CONDUIT AND JUNCTION BOXES AND ALL OTHER MISC. METAL OBJECTS.

2.5.3. TOWER GROUNDING (FURNISHED AND INSTALLED BY THE GENERAL CONTRACTOR) CONSISTING OF LIGHTNING ROD, DRIVEN GROUND RODS AND #2 AWG WIRE.

2.5.4. COAXIAL CABLE GROUNDING CONSISTING OF UPPER, MIDDLE, LOWER AND SHELTER ENTRY GROUND BARS, C.R.G.B. AND RELATED GROUND KITS.

2.6. THE GENERAL CONTRACTORS SHALL ALSO FURNISH AND INSTALL SPECIFIC GROUND CONNECTIONS AS FOLLOWS:

2.6.1. WHERE EQUIPMENT SHELTERS ARE REQUIRED, PROVIDE BETWEEN INTERIOR AND EXTERIOR GROUND RINGS THRU SLEEVES IN WALL OF SHELTER

2.6.2. BETWEEN EXTERIOR GROUND AND INTERIOR POWER AND TELCO PANEL BOARDS.

2.6.3. BETWEEN EXTERIOR GROUND RING AND INTERIOR GROUND BAR (C.R.G.B.) AT CABLE PORT.

3. MATERIALS

3.1. GROUND RINGS – NO. 2 AWG BARE, SOLID, TINNED COPPER WIRE (STRANDED WIRE IS NOT ACCEPTABLE OUTSIDE SHELTER)

3.2. GROUND RODS – SOLID, COPPER CLAD, STEEL RODS, 5/8" DIAMETER TYPICALLY 10 FEET LONG (USE 10 FEET LONG AT INSPECTION WELLS).

3.3. CONNECTIONS – WHERE REQUIRED ALL CONNECTIONS INSIDE SHELTER TO BE BY NON-CORROSIVE COMPRESSION CONNECTORS (SUCH AS "BRUNDY" TYPE INSTALLED WITH THE PROPER TOOL). ALL CONNECTIONS BELOW GRADE TO BE EXOTHERMIC WELDS. ABOVE GROUND CONNECTORS (EXCEPT INSIDE SHELTERS) SHALL BE MADE WITH EXOTHERMIC WELDS, WHERE PRACTICAL, OR WITH 2 HOLE MECHANICAL TYPE CONNECTORS. EXCEPTION: ALL CONDUCTORS FROM RING TO GROUND BAR TO BE BY EXOTHERMIC WELD (INSIDE OR OUTSIDE SHELTER).

3.4. INSPECTION SLEEVES – SCHEDULE 40 WHITE PVC PLASTIC, 6" DIAMETER BY 24" LONG WITH REMOVABLE WHITE PVC CAPS/COVER AND SLOTTED BOTTOM ENDS TO FIT OVER THE GROUND RING CABLE

3.5. INSPECTION SLEEVE OVER CHEMICAL GROUND ROD – PLASTIC, IRRIGATION VALUE BOX WITH PERFORATED COVERS

3.6. CHEMICAL GROUND RODS – USED IN SOIL WITH POOR RESISTIVITY OR CERTAIN SITE CONDITIONS, CHEMICAL GROUND ROADS ARE USED AND INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS. USE UNDER THE DIRECTIONS OF THE TILLMAN WIRELESS CONSTRUCTION MANAGER.

3.7. CONNECTION PROTECTION – COMPRESSION CONNECTIONS TO BE PROTECTED WITH ANTIOXIDANT COMPOUND, EXOTHERMIC WELDS SHALL BE TREATED WITH TWO COATS OF ZINC RICH, COLD GALVANIZED PAINT. COMPRESSIONS CONNECTIONS SHALL BE MADE WITH THE PROPER TOOL.

3.8. GROUND WIRES AND LEADS – NO. 2 AWG BARE, SOLID, TINNED, COPPER WIRE.

3.9. GROUND BARS – 1/4" THICK SOLID, TINNED COPPER – LENGTH AND WIDTH AS DETAILED.

3.10. WELDED CABLE GATE BONDS OR FLEXIBLE GROUND WIRES – FLEXIBLE JUMPERS STRAP SIMILAR TO BELDEN #8662 FLAT BRAID TINNED COPPER (USED AS GATE JUMPERS).

3.11. LIGHTNING RODS – BUILDING: AS PER ENGINEER'S RECOMMENDATIONS FOR SHELTERS OUTSIDE THE TOWER "SPHERE OF INFLUENCE." TOWER: AIR TERMINALS AT LEAST 4 FEET LONG, BONDED TO THE TOWER.

4. INSTALLATION

4.1. THE CONTRACTOR SHALL INSTALL THE GROUNDING SYSTEM IN STRICT ACCORDANCE WITH THESE SPECIFICATIONS, WHERE UNUSUAL SITE CONDITIONS REQUIRE DEVIATION FROM THESE STANDARDS, THE CONTRACTOR SHALL SEEK DIRECTION FROM THE TILLMAN CONSTRUCTION MANAGER.

4.2. THE GROUNDING SYSTEM, INCLUDING ALL CONNECTIONS, SHALL BE INSTALLED BY TECHNICIANS CERTIFIED AT THE PROCESS.

4.3. GROUND RINGS AND CONDUCTOR:

4.4. ALL CONDUCTORS SHALL FORM A SMOOTH, DOWNWARD PATH TO GROUND WITH A MINIMUM NUMBER OF BENDS AND CURVES.

4.5. THE MINIMUM ALLOWABLE BENDING RADIUS FOR ANY PORTIONS OF THE GROUND RING OR A CONDUCTOR IS 8".

4.6. ALL CONNECTIONS BELOW GRADE SHALL BE BY EXOTHERMIC WELDS.

4.7. NO MECHANICAL CONNECTIONS ARE ALLOWED OUTSIDE SHELTERS, EXCEPT THAT TWO-LUG COMPRESSION CONNECTIONS WITH ANTIOXIDANT PROTECTION IS ACCEPTABLE ONLY ON GROUND BARS.

4.8. GROUND RINGS SHALL BE BURIED 24" MINIMUM BELOW SITE FINISHED GRADE OR AT LEAST 6" BELOW THE LOCAL FROST LINE, WHICHEVER IS GREATER.

4.9. GROUND RODS SHALL BE DRIVEN VERTICALLY TO THE DEPTH OF THE GROUND RING AND CONNECTED TO THE GROUNDING CONDUCTOR BY EXOTHERMIC WELDS.

4.10. OF ROCK OR OTHER OBSTRUCTIONS ARE ENCOUNTERED, THE RODS MAY BE DRIVEN AWAY FROM OR PARALLEL TO SHELTER SIDES AND UP TO 45 DEGREES OF VERTICAL TO OBTAIN HE REQUIRED DEPTH. GROUND ROADS SHALL PENETRATE THE FROST LINE IN ALL INSTALLATIONS.

4.11. IN CASES WHERE IT IS NOT POSSIBLE TO INSTALL GROUND RODS BY DRIVING DUE TO SUBGRADE CONDITIONS, CORING AND BACKFILL WITH PROPER MATERIALS IS ACCEPTABLE.

4.12. CHEMICAL GROUND RODS SHOULD BE INSTALLED AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS. URN OVER "RED TAGS" TO TILLMAN WIRELESS CONSTRUCTION MANAGER.

4.13. CONNECTIONS

4.13.1. MAKE APPROPRIATE EXOTHERMIC WELDED CONNECTIONS OF CONDUCTORS TO GROUND RING AND GROUND RING TO GROUND RODS.

4.13.2. PROTECT CONNECTORS ON GALVANIZED POSTS WITH TWO COATS OF ZINC RICH, COLD GALVANIZED PAINT.

4.13.3. DO NOT COVER-UP GROUND RING UNTIL TILLMAN WIRELESS CONSTRUCTION MANAGER HAS INSPECTED AND RECORDED HE OPEN GROUND FIELD INSTALLATION.

5. TESTING OF GROUNDING SYSTEM

5.1. THE CONTRACTOR SHALL MEASURE THE GROUNDING SYSTEM RESISTANCE PRIOR TO BACKFILLING THE GROUND RING TRENCHES.

5.2. THE CONTRACTOR SHALL USE THE 3 POINT "FALL OF POTENTIAL" METHOD FOR THE TEST AND SHALL USE THE FOLLOWING PARAMETERS: STANDARD TESTING PROCEDURE FOR MEASURING & REPORTING READING.

5.3. THE OPTIMUM READING SHALL BE 5 OHMS (OR LESS) OR METHODS SHALL BE EMPLOYED TO ENHANCE THE GROUND FIELD.

6. INSPECTION SLEEVES

6.1. WHERE THE SHELTER BURIED GROUND RING CONNECTS TO A TOWER GROUND RING, AN INSPECTION SLEEVE SHALL BE PROVIDED TO PERMIT VISUAL INSPECTION TO BE MADE OF THE GROUNDING CONNECTION. THESE SLEEVES AND COVERS SHALL BE FABRICATED FROM PVC PLASTIC, UNLESS THE GROUND ROD IS LOCATED IN AN AREA WHEN VEHICLES ARE LIKELY TO DRIVE, IN WHICH CASE, A SLEEVE OF TRAFFIC CARRYING QUALITY SHALL BE PROVIDED AND FABRICATED FROM CONCRETE, PLASTIC, OR STEEL COVER. COVERS SHALL BE REMOVABLE BY HAND, WITH NO TOOLS REQUIRED.

6.2. WHERE THE SHELTER BURIED GROUND RING CONNECTS TO A THESE SLEEVES SHALL BE POSITIONED CENTRALLY ABOUT THE CONNECTION WITH SLOTS CUT IN THE SIDE TO ALLOW THE EXTERIOR BURIED GROUND RING TO PASS HORIZONTALLY THROUGH. THE TOP OF THESE SLOTS ARE TO BE CUT WELL ABOVE THE EXTERIOR BURIED GROUND RING SO THAT IT WILL NOT BE DAMAGED IF THE SLEEVE IS FORCED DOWNWARD BY THE WEIGHT OF THE VEHICLE OR OTHER LOAD.

7. BONDING OF METAL OBJECTS TO GROUND RING

7.1. THE BURIED GROUND RING SHALL BE BONDED TO TOWER LEGS, EXTERIOR BURIED AND ABOVE SURFACE METALLIC OBJECTS, OTHER ELECTRODES, AND TO THE INTERIOR GROUND RING AND ANTENNA CABLE EXTERIOR HATCH-PLATE GROUND BARS.

7.2. UNIT BONDS CONNECTED TO THE BURIED GROUND RING SHALL BE #2 AWG BARE TINNED SOLID COPPER WIRE. CONNECTIONS TO ABOVE GROUND UNITS SHALL BE MADE WITH EXOTHERMIC WELD, WHERE PRACTICE, WITH 2 HOLE MECHANICAL TYPE CONNECTORS OR APPROVED CRIMP TYPE CONNECTORS.

7.3. CONNECTIONS OTHER THAN EXOTHERMIC WELD SHALL BE LOCATED SO AS TO FACILITATE PERIODIC INSPECTION AND MAINTENANCE.

7.4. ALL MECHANICAL CONNECTIONS SHALL BE TREATED WITH A PROTECTIVE, ANTIOXIDANT COATING, ALL EXOTHERMIC WELDS GALVANIZED SURFACES SHALL BE SPRAYED WITH GALVANIZED PAINT (ENSURE REMOVAL OF GALVANIZING PRIOR TO WELDING).

7.5. BONDS TO THE BURIED GROUND RING ARE CATEGORIZED AS FOLLOWS:

7.5.1. BURIED METALLIC OBJECTS:
DRIVEN GROUND RODS
POWER COMPANY OR OTHER DRIVEN ELECTRODES
CONDUITS, PIPES
OTHER OBJECTS WITH METALLIC CONNECTION TO THE BUILDING (POTENTIAL EARTH ELECTRODES)

7.5.2. EARTH SUPPORTED METALLIC OBJECTS LOCATED WITH, OR LESS THAN 6 FEET FROM THE PERIMETER OF THE BURIED GROUND RING.

7.5.2.1. TOWER LEGS OR BASE OF MONOPOLE EXOTHERMICALLY WELDED CONNECTIONS ARE RECOMMENDED TO A WELD FLANGE WELDED AT THE FACTORY TO AVOID DESTROYING THE INTERIOR GALVANIZING DURING THE WELDING PROCESS. FOR A MONOPOLE, 2 SUCH BONDS ARE REQUIRED; FOR SELF-SUPPORT TOWER, 3 BONDS ARE REQUIRED (1 PER LEG). AND FOR GUYED TOWER, 3 BONDS ARE REQUIRED (1 PER TOWER SIDE).

7.5.2.2. WHERE NO WELD FLANGE IS FACTORY PROVIDED WITH THE PERMISSION OF THE PM AND EXOTHERMIC WELDED CONNECTIONS MAY BE MADE TO HOLLOW STEEL MEMBERS.

7.5.2.3. METAL CORNER FENCE POSTS AND GATE POSTS. GATES SHALL BE GROUNDED THRU A FLEXIBLE COPPER STRAP EXOTHERMICALLY WELDED TO THE GATE FENCE POST AND GATE.

7.5.2.4. OTHER METALLIC OBJECTS OF SIGNIFICANT SIZE.

7.5.2.5. TOWER GROUND BAR.

7.5.2.6. EACH ICE BRIDGE LEG SHALL BE GROUNDED WITH EXOTHERMIC WELDS AT BOTH THE LEGS AND BURIED GROUND RING.

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HOG BAY AVE & HWY 70
TILLMAN SITE NUMBER
TI-OPP-29300
TILLMAN SITE NAME
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GENERAL NOTES

SHEET NUMBER:
GN-3

7.5.3. METALLIC OBJECTS MOUNTED ON THE BUILDING EXTERIOR:

7.5.3.1. GROUND BARS AT THE CABLE ENTRY PORT.

7.5.3.2. DOWN SPOUTS OR METAL DRAINS.

7.5.3.3. ALUMINUM (OR SIMILAR) EXTERIOR WALL SIDING.

7.5.3.4. CONDUITS, PIPES, (MULTIPLE GROUNDS REQUIRED EVERY 25 FEET WHEN RUN IS PARALLEL TO EARTH OR EXTERIOR WALLS).

7.5.3.5. AIR EXHAUST HOODS AND PORCH ROOF.

7.5.3.6. OUTER SHEATH OF COAXIAL ANTENNA CABLES

7.5.3.7. METALLIC DOORS AND FRAMES

7.5.3.8. MAIN DISCONNECT SWITCH

7.5.3.9. AIR CONDITIONING UNITS AND ASSOCIATED DISCONNECT SWITCH.

7.5.3.10. GENERATOR RECEPTACLE.

7.5.3.11. OTHER METAL OF SIMILAR NATURE.

7.5.3.12. SERVICE PLUGS.

NOTE: THESE CONNECTIONS TO THE EXTERNAL GROUND RING ARE NOT IN LIEU OF THE NEC GREEN WIRE EQUIPMENT GROUND TO THE A/C PANELBOARD.

7.6. COAX CABLE GROUNDING

7.6.1. THE OUTER CONDUCTOR OF ALL ANTENNA COAX CABLES SHALL BE GROUNDED AS FOLLOWS:

7.6.1.1. AT THE TOP OF THE VERTICAL RUN ON THE TOWER, EACH ANTENNA CABLE SHEATH SHALL BE INDIVIDUALLY GROUNDED TO A GROUND BAR WITH A TWO HOLE CONNECTOR AND STAINLESS STEEL FASTENERS. THE CONNECTION SHALL BE COATED WITH A PROTECTIVE, ANTIOXIDANT MATERIAL. THE GROUND BAR SHALL BE ATTACHED TO THE TOWER UTILIZING STAINLESS STEEL MOUNTING HARDWARE.

7.6.1.2. AT THE MIDDLE GROUND BAR (ON TOWERS OVER 200 FEET TALL) FOR SELF-SUPPORTING AND GUYED TOWERS, THE GROUNDING OF ANTENNA CABLES IS ACCOMPLISHED BY THE USE OF APPROPRIATE GROUNDING STRAP KITS SUPPLIED BY THE ANTENNA CABLE MANUFACTURER. THE INSTRUCTIONS SUPPLIED WITH THESE KITS MUST BE FOLLOWED FOR APPLICATION. THE GROUND BAR SHALL BE ATTACHED TO THE TOWER UTILIZING STAINLESS STEEL MOUNTING HARDWARE.

7.6.1.3. AT THE BOTTOM OF VERTICAL RUN ON THE TOWER, AT THE POINT OF TOWER EXIT, EACH ANTENNA CABLE SHEATH SHALL BE INDIVIDUALLY GROUNDED TO A TOWER EXIT GROUND BAR WITH A TWO HOLE CONNECTOR. THE CONNECTION SHALL BE COATED WITH A PROTECTIVE, ANTIOXIDANT MATERIAL. THE GROUND BAR SHALL BE ATTACHED TO THE TOWER UTILIZING STAINLESS STEEL MOUNTING HARDWARE. THE BOTTOM GROUND BAR SHALL BE DIRECTLY BONDED AT ITS LOWEST POINT TO THE EXTERIOR GROUND RING AT A GROUND ROD BY EXOTHERMIC WELD.

7.6.1.4. WHERE EQUIPMENT SHELTERS ARE REQUIRED: AT THE POINT OF ENTRANCE TO THE SHELTER, THIS SHALL BE A TWO HOLE CONNECTOR ATTACH TO THE GROUND BAR BELOW, OR TO THE SIDE OF THE CABLE ENTRY PORT. THIS CONNECT ION SHALL BE COATED WITH PROTECTIVE, ANTIOXIDANT MATERIAL. THE GROUND BAR SHALL BE ISOLATED FROM THE SHELTER WALL. THE GROUND BAR SHALL BE COATED SHALL BE DIRECTLY GROUNDED AT ITS LOWEST POINT TO THE EXTERIOR GROUND RING. THE PRIMARY GROUND WIRE SHALL BE #2 AWG BARE TINNED COPPER SOLID WIRE EXTENDED FROM A PARALLEL TYPE EXOTHERMIC WELD CONNECTION AT THE EXTERIOR GROUND RING TO AN EXOTHERMIC WELD AT THE CABLE ENTRY PORT GROUND BAR. THE PRIMARY GROUND WIRE SHALL BE SUPPORTED ON THE EXTERIOR WALL WITH NON-DEGRADING FASTENER EVERY 2 FEET. UNNECESSARY BENDS SHALL BE OF GREATEST PRACTICAL RADIUS (8" MINIMUM),

ABBREVIATIONS

2C	2ND CARRIER
3C	3RD CARRIER
4C	4TH CARRIER
AFF	ABOVE FINISHED FLOOR
AGL	ABOVE GROUND LEVEL
AMSL	ABOVE MEAN SEA LEVEL
APPROX	APPROXIMATE
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BLDG	BUILDING
BBU	BASE BAND UNIT
℄	CENTERLINE
CLR	CLEAR
COL	COLUMN
CONC	CONCRETE
CND	CONDUIT
CSRF	CROSS SECTOR REDUNDANCY FEATURE
DWG	DRAWING
FT	FOOT(FEET)
EGB	EQUIPMENT GROUND BAR
ELEC	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING
ELEV	ELEVATION
EQUIP	EQUIPMENT
(E)	EXISTING
EXT	EXTERIOR
FND	FOUNDATION
F	FIBER
FIF	FACILITY INTERFACE FRAME
GA	GAUGE
GALV	GALVANIZED
GPS	GLOBAL POSITIONING SYSTEM
GND	GROUND
GSM	GLOBAL SYSTEM FOR MOBILE COMMUNICATION
LTE	LONG TERM EVOLUTION MAXIMUM
MAX	MULTI-CARRIER POWER AMPLIFIER
MCPA	MANUFACTURER
MFR	MASTER GROUND BAR
MGB	MINIMUM
MIN	MANUAL TRANSFER SWITCH
MTS	NOT TO SCALE
N.T.S.	ON CENTER
O.C.	OVERHEAD ELECTRIC/TELCO
OE/OT	POWER PROTECTION CABINET
PPC	PROPERTY LINE
℄	RADIO BASED STATION
RBS	REMOTE RADIO HEAD
RRH	RIGID GALVANIZED STEEL
RGS	INCH(ES)
IN	INTERIOR
INT	POUND(S)
LB(S), #	SQUARE FOOT
SF	STEEL
STL	TYPICAL
TYP	UNDERGROUND ELECTRIC/TELCO
UE/UT	UNLESS NOTED OTHERWISE
UNO	UNIVERSAL MOBILE TELE- COMMUNICATION
UMTS	SYSTEM VERIFY IN FIELD
VIF	WITH
W/	TRANSFORMER
XFMR	

SITE SPECIFICATIONS REFER TO BOTH RAW LAND AND CO-LOCATION SITES. REFERENCE SITE PLANS FOR TYPE OF SITE AND USE APPLICABLE SPECIFICATIONS.

*NOTE: PM REFERS TO TILLMAN PROJECT MANAGER

TILLMAN INFRASTRUCTURE
152 W. 57TH ST. 27TH FLOOR
NEW YORK, NY 10019

AT&T

ALLPRO CONSULTING GROUP, INC.
9221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
www.allprocgi.com
FLORIDA FIRM REGISTRATION # 27492

ACGI NO:	23-2337
DRAWN BY:	RM
CHECKED BY:	CZ

REVISIONS

REV	DATE	DESCRIPTION	BY
4	04/23/25	DRC COMMENTS & REDLINES	RM
3	03/05/25	DRC COMMENTS & REDLINES	RM
2	10/15/24	CITY COMMENTS	RM
1	07/25/24	REV. PER CM REDLINES	RM
0	05/30/24	FINAL CD	RM

STAMP

4/23/2025
CHIYU ZHANG
LICENSE
No 86873
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE INFORMATION
AT&T NUMBER
15828317
AT&T SITE NAME
HOG BAY AVE & HWY 70
TILLMAN SITE NUMBER
TI-OPP-29300
TILLMAN SITE NAME
BERNARDO HERNANDEZ-VILLANUEVA
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:

GENERAL NOTES

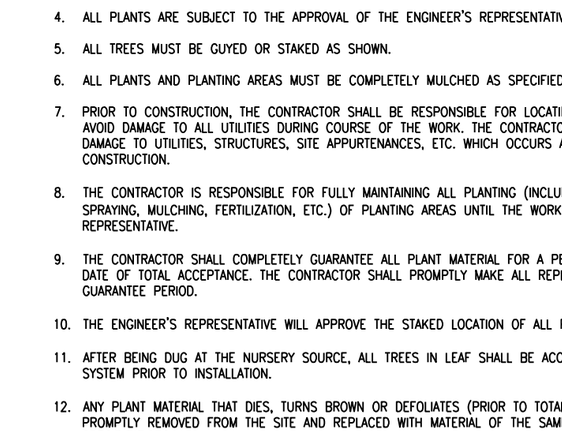
SHEET NUMBER:

GN-4

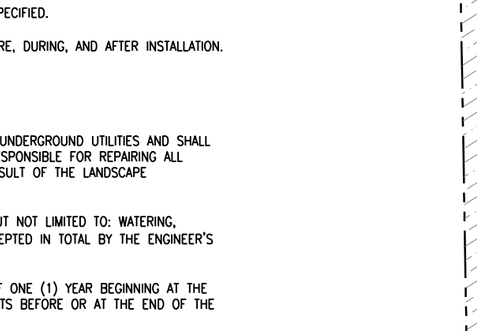
LANDSCAPE NOTES

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
2. ALL PLANTS MUST BE CONTAINER-GROWN OR BALLED AND BURLAPPED AS SPECIFIED.
3. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE ENGINEER'S REPRESENTATIVE BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN.
6. ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
8. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING, BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZATION, ETC.) OF PLANTING AREAS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE ENGINEER'S REPRESENTATIVE.
9. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
10. THE ENGINEER'S REPRESENTATIVE WILL APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
11. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
12. ANY PLANT MATERIAL THAT DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL SPECIFICATIONS.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK", LATEST EDITION, REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.

TOTAL AREA OF LANDSCAPE BUFFER: 856 SF - 0.0197 ACRES			
PLANT LIST:			
QTY.	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
24	CRAPE MYRTLE	LAGERSTOEMIA INDICA	6' MIN. HEIGHT AT PLANTING PLANTED MIN 10'-0" O.C.
2400 SF	PINESTRAW MULCH - 3" SETTLED LAYER OF CLEAN STRAW		

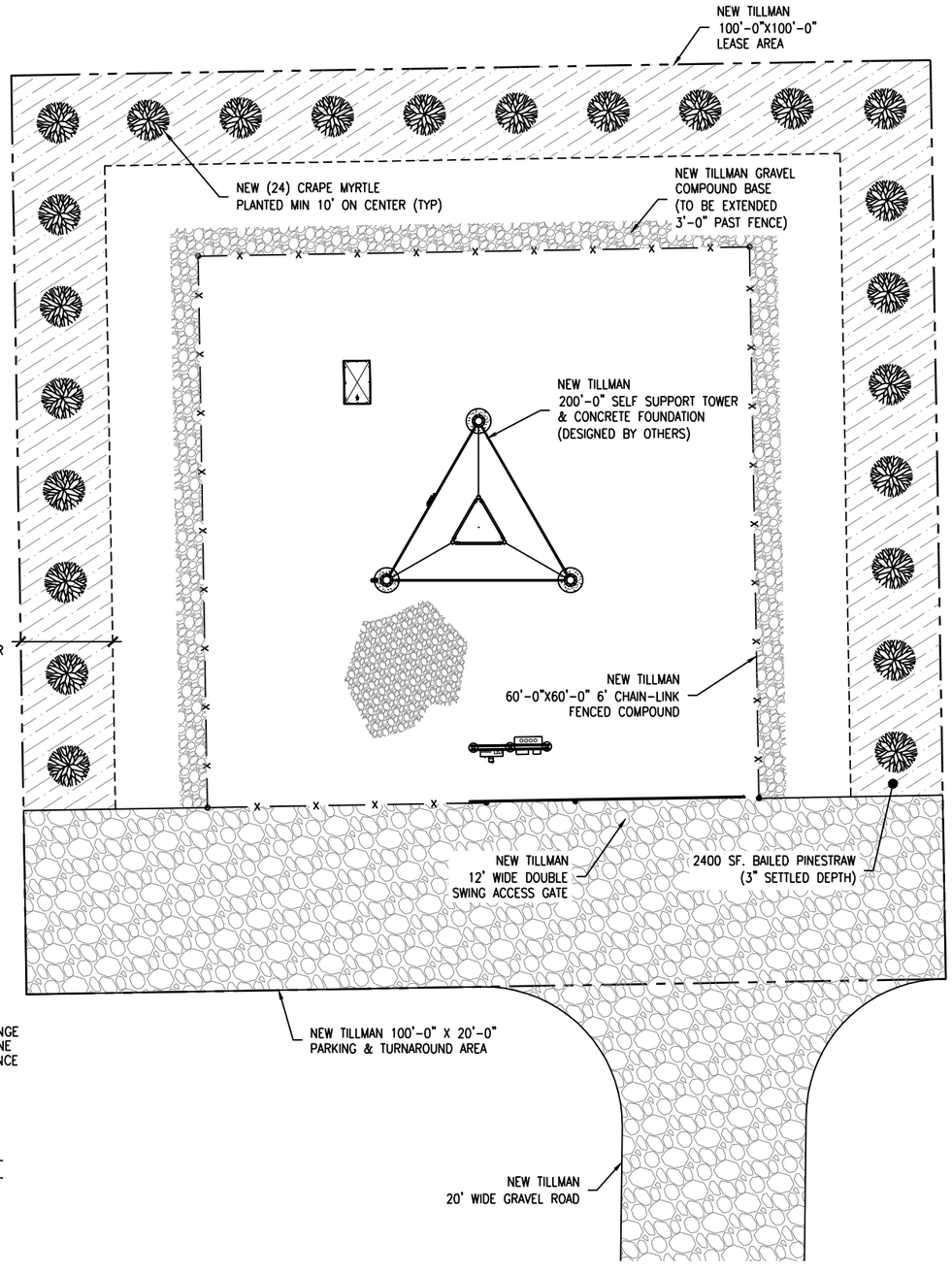


TREE PLANTING DETAIL
NOT TO SCALE



NOTES:
1) ALL PARKING WILL OCCUR ON EXISTING DRIVE.
2) THERE WILL BE NO BURNING OR BURIAL OF DEBRIS ON SITE.
3) ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.

TREE PROTECTION DETAIL
NOT TO SCALE



1 / L-1 LANDSCAPE PLAN
FOR 24" X 36" PLOT - 1/8" = 1' 0 2' 4' 8' 16'
FOR 11" X 17" PLOT - 1/16" = 1'

TRUE NORTH

TILLMAN INFRASTRUCTURE
152 W. 57TH ST. 27TH FLOOR
NEW YORK, NY 10019

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TILLMAN SITE NUMBER
TI-OPP-29300
TILLMAN SITE NAME
BERNARDO HERNANDEZ-VILLANUEVA
ARCADIA FL TI-05363
SITE ADDRESS
1320 SW MARTHA ST
ARCADIA, FL 34266

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-1

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025 - ___

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS GRANTING A SPECIAL EXCEPTION USE DEVELOPMENT ORDER (USE-0188-2024) WITH CONDITIONS, TO AUTHORIZE A TELECOMMUNICATIONS TOWER ON A +/-17.026 ACRE PARCEL ZONED AGRICULTURAL-5 (A-5) AND LOCATED AT 1316 SW MARTHA STREET, AND IDENTIFIED WITH PROPERTY IDENTIFICATION NUMBER 12-38-24-0000-0096-0000; INCORPORATING THE WHEREAS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the DeSoto County Property Appraiser records show that the subject property is located at 1316 SW Martha Street and is owned by Bernardo Hernandez-Villanueva and Isaias Hernandez (Exhibit A: Location Map); and

WHEREAS, the 2040 Future Land Use Map shows the 17.026-acre property is located within the Neighborhood Mixed Use Future Land Use Category and the Official Zoning District Atlas shows the property is zoned Agricultural-5 (A-5); and

WHEREAS, Land Development Regulations (LDR) Section 20-127(1)(c)(3) provides for "Communication transmitting and receiving facilities, non-occupied" as a special exception use provided the criteria for special exception uses in LDR Article XI, Division 5, of this chapter are met; and

WHEREAS, on July 12, 2024, a Special Exception Use application and required fee was submitted to the Development Department (USE-0188-2024) requesting approval of a telecommunications tower in the Agricultural- 5 (A-5) zoning district, on a 17.026-acre property located at 1316 SW Martha Street; and

WHEREAS, Section 365.172(13)(b)3, Florida Statutes generally limits local government review for telecommunications towers to aesthetics, landscaping, land use-based location priorities, structural design, and setbacks; 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 October 7, 2025, the Planning Commission held a duly noticed public hearing on the application and entered into the record the Development Review Report and all other competent substantial evidence presented at the hearing, and forwarded the record to the Board of County Commissioners (Board) with the recommendation that the Board adopt the proposed Resolution; and

WHEREAS, the Planning Commission found that the granting of the Special Exception Use would not adversely affect the public interest, that the specific requirements governing the

individual Special Exception Use, have been met by the applicant, and that satisfactory provisions and arrangements have been made concerning twelve (12) matters, where applicable, and

WHEREAS, on October 28, 2025, the Board of County Commissioners held a duly noticed public hearing on the application and entered into the record the Development Review Report and all other competent substantial evidence presented at the Planning Commission and Board hearings; and

WHEREAS, the Board concluded the Special Exception use application established through competent substantial evidence the application was in harmony with the LDRs general intent and purpose, is not injurious to the neighborhood or to adjoining properties or is otherwise detrimental to the public welfare based on the findings herein and conditions of approval.

NOW, THEREFORE, **BE IT RESOLVED BY THE 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*. A 17.026-acre parcel is located at 1316 SW Martha Street, the Property Identification Number being 12-38-24-0000-0096-0000.

Section 3. *Findings and conclusions*. The Development Review Report, incorporated herein by reference, represents the written findings of fact and conclusions to support approval of a Special Exception use development order in the Agricultural- 5 (A-5) zoning district, for an non-manned telecommunications tower on a 17.026 acre property located on SW Martha Street as shown on the site plan (Exhibit B: Site Plan), created by Tillman Infrastructure and digitally signed by Chiyu Zhang, dated April 23, 2025, in accordance with the Land Development Regulations and subject to the following conditions:

1. The uses allowed on the subject site, shown on the site plan, shall be limited to supporting equipment related to the proposed cell tower.

2. The site is within the Conservation Overlay District and wetlands likely exist in the northwest portion of the site. The applicant shall be responsible for securing any required permits from SWFWMD if wetland impacts are proposed.

3. If solid waste service is required for the use, it will be the applicant's responsibility to engage in a solid waste contract with the county's provider.

4. An Improvement Plan and Notice to Proceed shall be authorized by the Development Department prior to any construction on site.

Section 4. *Effective date*. This Resolution shall take effect immediately upon its adoption.
PASSED AND ADOPTED this 28th day of October 2025.

ATTEST:

By: _____
Mandy Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
JC Deriso, Chairman
Board of County Commissioners

APPROVED AS TO LEGAL FORM

By: _____
Valerie Vicente
County Attorney

Exhibit A
Location

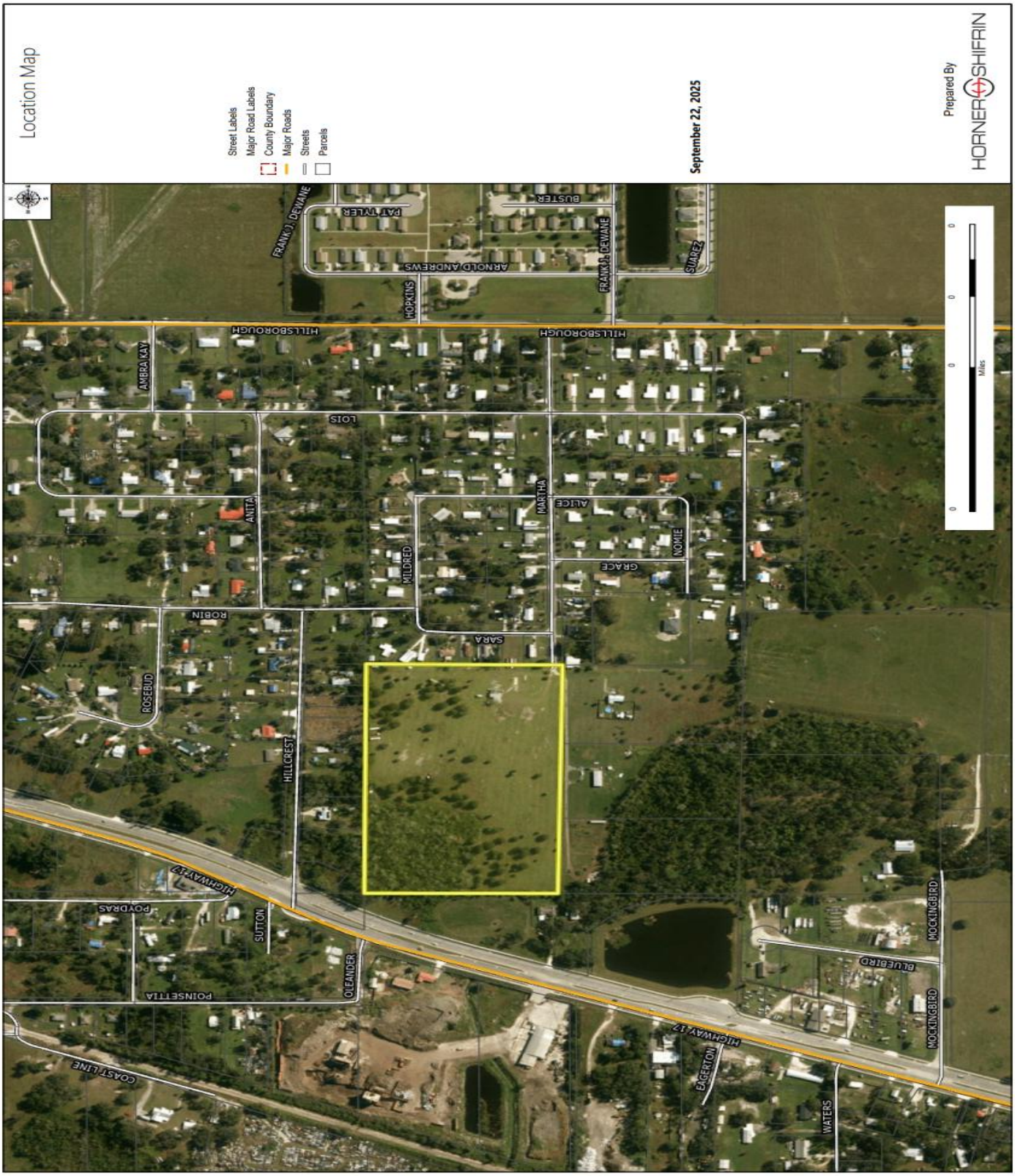
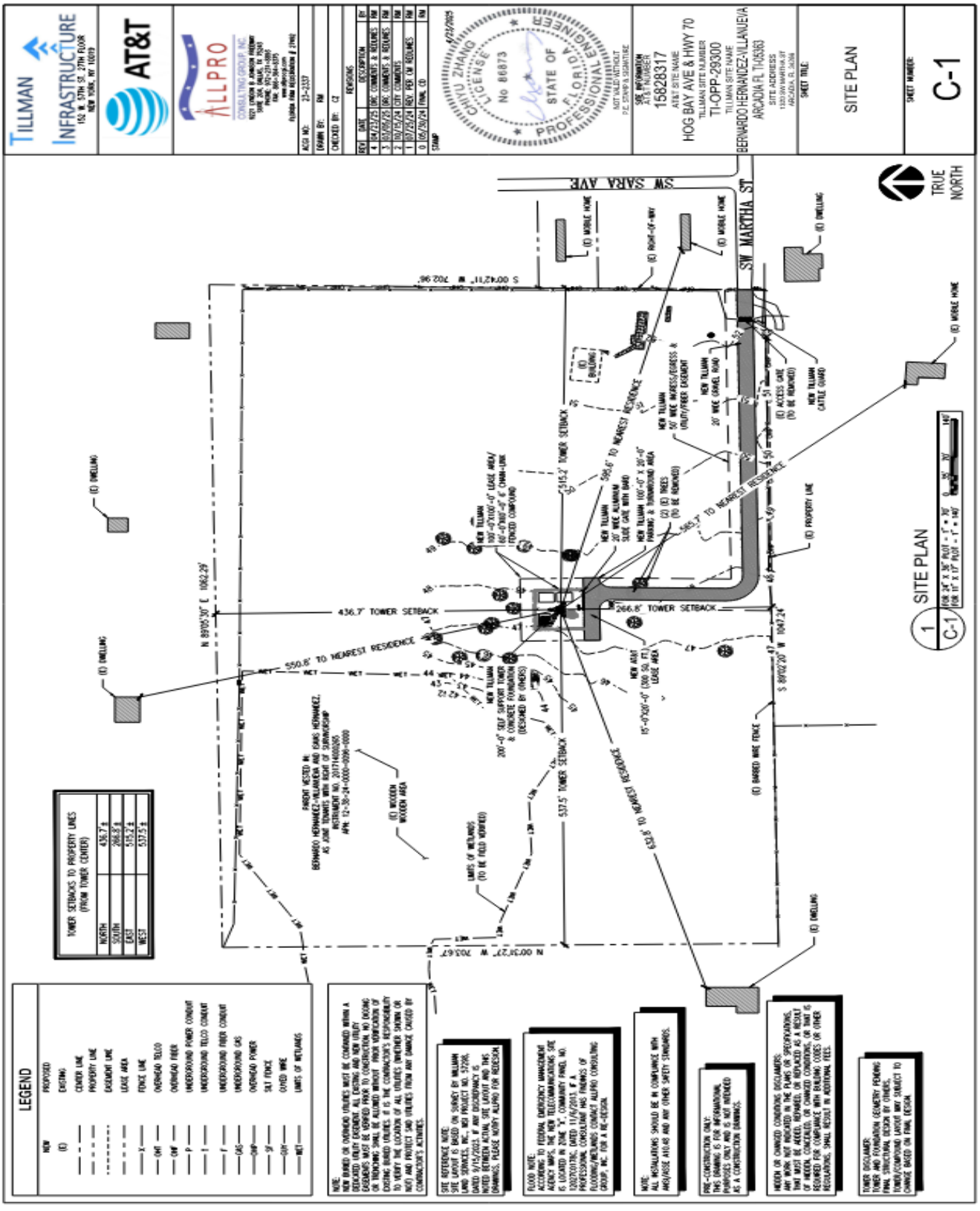


Exhibit B
Site Plan



DeSoto County

10/28/2025

Item #: 26.

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

REQUESTED MOTION:
A motion to adopt/deny the proposed resolution for a time extension for a previously approved special exception, USE-0042-2020.

SUMMARY:
Spanish Trail Land and Cattle Company, LLC, property owner, requests a 5-year time extension of a previously approved Special Exception use (USE-0042-2020) (Resolution No. 2020-83) for a Type IV Excavation Permit originally approved for Michael Boran on November 17, 2020

BACKGROUND:
Spanish Trail Land and Cattle Company, LLC purchased the subject property from Michael Boran on March 24, 2021, and the land is generally located at 10356 B & R Ranch Road.

The previously approved Resolution No 2020-83, condition 8, provides that "this special exception use shall expire within five years of the effective date of this resolution but may be extended for additional five-year periods upon a Board finding that circumstances have not materially changed, Sec. 20-1434(c)". Based upon the aforementioned condition, the subject Special Exception use (USE-0042-2020) will expire on November 17, 2025.

The applicant states, "the drawing package submitted remains unchanged and are still in accordance with Special Exception USE-0042-2025".

Spanish Trail applied for an Improvement Plan (SITE-0148-2024) on August 06, 2024, which is pending approval.

MEMORANDUM

TO: Board of County Commissioners

FROM: Misty Servia, AICP
Planning Director

DATE: October 1, 2025

SUBJECT: Boran Ranch Special Exception, Time Extension Request

Spanish Trail Land and Cattle Company, LLC has filed an Appeal to the Board of County Commissioners requesting a 5-year time extension for a Special Exception (USE 0042-2020) for a Type IV Excavation Permit, located at 10356 B & R Ranch Road, originally approved by the Board of County Commissioners as Resolution No. 2020-83 on November 17, 2020 and granted to Michael Boran. (See Exhibit A) The Preliminary Excavation Plan was also approved by the Board, as a part of the Special Exception approval on November 17, 2020.

Subsequently, the land was purchased by the Spanish Trail Land and Cattle Company, LLC in March of 2021. (See Exhibit B)

Condition 7 of Resolution No. 2020-83 states:

> 7. This special exception use shall expire within five years of the effective date of this resolution but may be extended for additional five-year periods upon a Board finding that circumstances have not materially changed, Sec. 20-1434(c).

Section 20-1434(c) of the Land Development Regulations (LDR) addresses time extensions in the following manner:

> *"Any special exception shall expire five years from the date of approval by the Board of County Commissioners if the special exception use has not commenced or five years following the discontinuance of the special exception use, unless appealed and extended by action of the Board of County Commissioners."*

In the applicant's attached letter of request, he explains that nothing has materially changed in the area. Staff has confirmed that the land uses for the surrounding properties have not materially changed.

It is unknown how the traffic patterns for the roadway network have changed over the last 5-years and the applicant did not provide a traffic analysis to demonstrate that the project traffic impacts can be absorbed into the network without adversely affecting the adopted Levels of Service.

In association with the project, the applicant filed a transfer of ownership for the excavation project. The applicant has also submitted the Final Excavation Plan and Reclamation Plan, received in July of 2024, which is pending approval.

Exhibit C is attached showing the original staff analysis of the Special Exception Use.

Enclosures: EXHIBIT A Resolution 2020-83
EXHIBIT B Applicant's Renewal Statement Letter
EXHIBIT C Warranty Deed of Sale
EXHIBIT D Board Agenda Item for Resolution No. 2020-83 (USE 0042-2020)

2020-83 A Resolution granting a Special Exception to Michael Boran located at 10356 B&R Rach Rd.

Adopted November 17, 2020

DESOTO COUNTY, FLORIDA
RESOLUTION NO. 2020- 83

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS GRANTING TOMICHAEL BORAN A SPECIAL EXCEPTION USE DEVELOPMENT ORDER WITH CONDITIONS TO ALLOW WITHIN THE AGRICULTURAL 10 (A-10) ZONING DISTRICT A TYPE IV EXCAVATION IN ACCORDANCE WITH SEC. 20-996 ON A 4,347.51 ACRE PROPERTY WITH A 276 ACRE PROJECT AREA, LOCATED AT 10356 B & R RANCH ROAD, ARCADIA, FLORIDA, THE PROPERTY IDENTIFICATION NUMBERS BEING 04-39-23-0000-0105-0000, 04-39-23-0000-0104-0000 ; 04-39-23-0000-0103-0000, 04-39-23-0000-0012-0000, 05-39-230000-0020-0000, 32-38-23-0000-0020-0000, 33-38-23-0000-0010-0000, 33-38-23-0000-0020-0000, 28-38-23-0000-0020-0000, 28-38-23-0000-0010-0000, 21-38-23-0000-0020-0000, 22-38-23-0000-0010-0000, 21-38-23-0000-0010-0000, 20-38-23-0000-0010-0000; INCORPORATING THE WHEREAS CLAUSES; INCORPORATING THE DEVELOPMENT DEPARTMENT REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Michael Boran is the owner of the property totaling 4,347.51 acres generally located at 10356 B & R Ranch Road; and

WHEREAS, a special exception use application (USE 0042-2020) to allow for Type IV Excavation in accordance with the DeSoto County Land Development Regulations Sec. 20-996 was filed with the Development Department; and

WHEREAS, the Development Director determined the application was complete and has caused the application to be distributed to the Development Review Committee for review and comments; and

WHEREAS, a Development Department Report was prepared and the report concluded that the special exception use established through substantial competent evidence, the application for a Type IV Excavation in accordance with Sec. 20-996 is in harmony with the LDRs general intent and purpose, is not injurious to the adjoining properties, or is not otherwise detrimental to the public welfare based on the findings herein and conditions of approval; and

WHEREAS, on November 5, 2020, the Planning Commission held a duly noticed public hearing on the application and entered into the record the Development Department Report and all other substantial competent evidence presented at the hearing, and forward the record to the Board of County Commissioners (Board) with the recommendation that the Board adopt the proposed Resolution with conditions; and

WHEREAS, on November 17, 2020, the Board of County Commissioners (Board) held a duly noticed public hearing on the application and entered into the record the Development Department Report and all other substantial competent evidence presented at the Planning Commission and Board hearings; and

WHEREAS, the Board concluded the special exception use application established through substantial competent evidence the application for a Type IV Excavation in accordance with Sec. 20-996, is in harmony with the LDRs general intent and purpose, is not injurious to the adjoining properties, or is otherwise detrimental to the public welfare based on the findings herein and conditions of approval; and

NOW, THEREFORE BE IT RESOLVED BY THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS 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 Development Department Report, incorporated herein by reference, represents the written findings of fact and conclusions of law to support granting to Mr. Michael Boran a special exception use (USE 0042-2020) development order to allow within the Agricultural 10 (A-10) zoning district for a Type IV Excavation in accordance with Sec. 20-996, on a 4,347.51 acre property with a 276 are project area located at10356 B & R Ranch Road, Arcadia, Florida, the Property Identification Number 04-39-23-0000-0105-0000, 04-39-23-0000-0104-0000 ; 04-39-23-0000-0103-0000, 04-39-23-0000-0012-0000, 05-39-230000-0020-0000, 32-38-23-0000-0020-0000, 33-38-23-0000-0010-0000, 33-38-23-0000-0020-0000, 28-38-23-0000-0020-0000, 28-38-23-0000-0010-0000, 21-38-23-0000-0020-0000, 22-38-23-0000-0010-0000, 21-38-23-0000-0010-0000, 20-38-23-0000-0010-0000, subject to the following conditions:

1. The Final Construction Plan submittal shall include Fire department access road shall be a minimum of 24' wide. A detail shall be provided of the access road load limit.

2. Proposed structure shall comply with all applicable Florida Building and Fire Codes.

3. Fire Flow shall be provided for fire suppression and shall be demonstrated on the Improvement Plan.

4. Structures shall comply with the Florida Building and Florida Fire Prevention Codes for occupancy classification.

5. It is the applicant's responsibility to obtain any state or federal permits required for the subject activities.

6. All final construction plans for the excavation permit must comply with the DeSoto County Land Development Regulations, Sec 20-1006. Type II, III and IV construction plan submittal.

7. All final submittals must comply with the DeSoto County Land Development Regulations, Sec 20-1007 Type II, III and IV minimum design standards and requirements.

8. This special exception use shall be expire within five years of the effective date of this resolution but may be extended for additional five-year periods upon a Board finding that circumstances have not materially changed, Sec. 20-1434(c).

9. The applicant shall install flashing "Trucks Entering Roadway" signs in each direction on County Road 769 in accordance with DeSoto County Engineering Standards.

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

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 17th day of November, 2020.

ATTEST:

By: Mandy Hines
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By:
Juril O. Mansfield
Chairman

Approved as to form and legal sufficiency:

By:
Donald D. Conn
County Attorney

EXHIBIT B

September 22, 2025

To whom it may concern,

Spanish Trail Land and Cattle Company, LLC (STLCC) is seeking an extension for the Boran Ranch Reservoir, located at 10356 B & R Ranch Road. The original Special Exception for the Boran Ranch Reservoir was granted to Michael Boran on November 17, 2020.

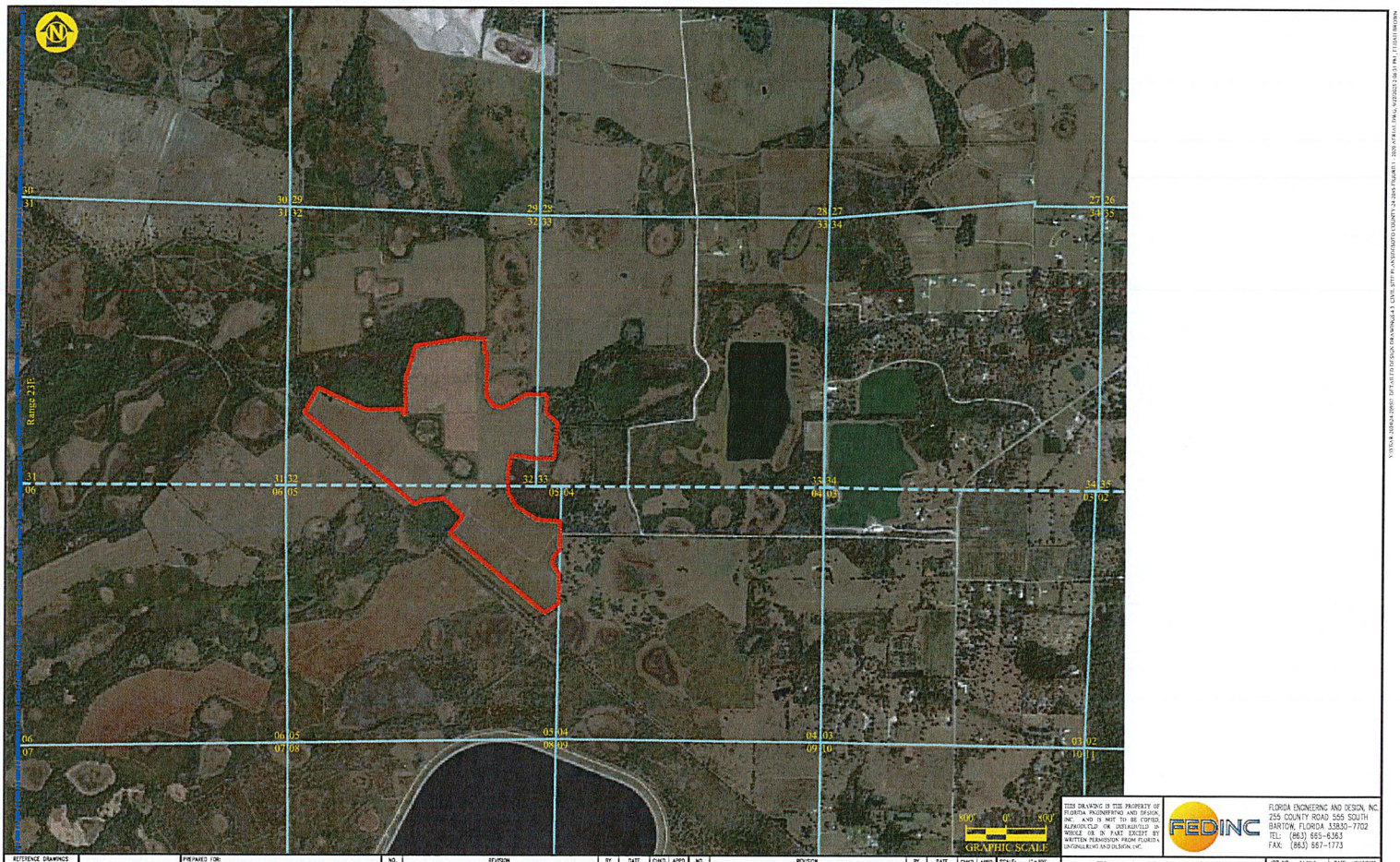
STLCC acquired the Boran Ranch from Michael Boran in March 2021. In August 2024, STLCC, in collaboration with Florida Engineering and Design, Inc. (FEDINC), initiated the permitting process for the Boran Ranch, which is presently in progress as the expiration date of the Special Exception approaches.

The Special Exception may be extended in increments of five years, contingent upon the absence of any materially changed circumstances. The plans for the reservoir remain consistent with previous approvals. The total area of the ranch encompasses 4,347.51 acres, with a designated project area of 276 acres. Furthermore, the surrounding environment has demonstrated stability, and no new neighboring developments have emerged. Importantly, no changes have occurred at Boran Ranch, demonstrating effective project management and instilling confidence in the project's continuity.

Enclosed with this letter are aerial maps of the proposed mining site, along with the surrounding properties. The aerial images are designated as Figure 1 for the year 2020 and Figure 2 for the year 2025. These photographs verify the statements made in the preceding sections.

John D'Aiello

John D'Aiello A.M. ASCE
Secretary/Treasurer
Project Engineer



REFERENCE DRAWINGS

ENGINEER DATE

P.E. No.

PREPARED FOR:
Spanish Trail Land and Cattle Company, LLC
735 E. Venice Ave. Suite 205
Venice, Florida 34285

NO.	REVISION	BY	DATE	CHKD	APPD
0	ISSUED FOR INFORMATION	STB	08/27/2025	JBD	AS

SCALE: 1" = 800'
DESIGNED BY: STB
DRAWN BY: LTD
CHECKED BY: JBD
APPD BY: AS

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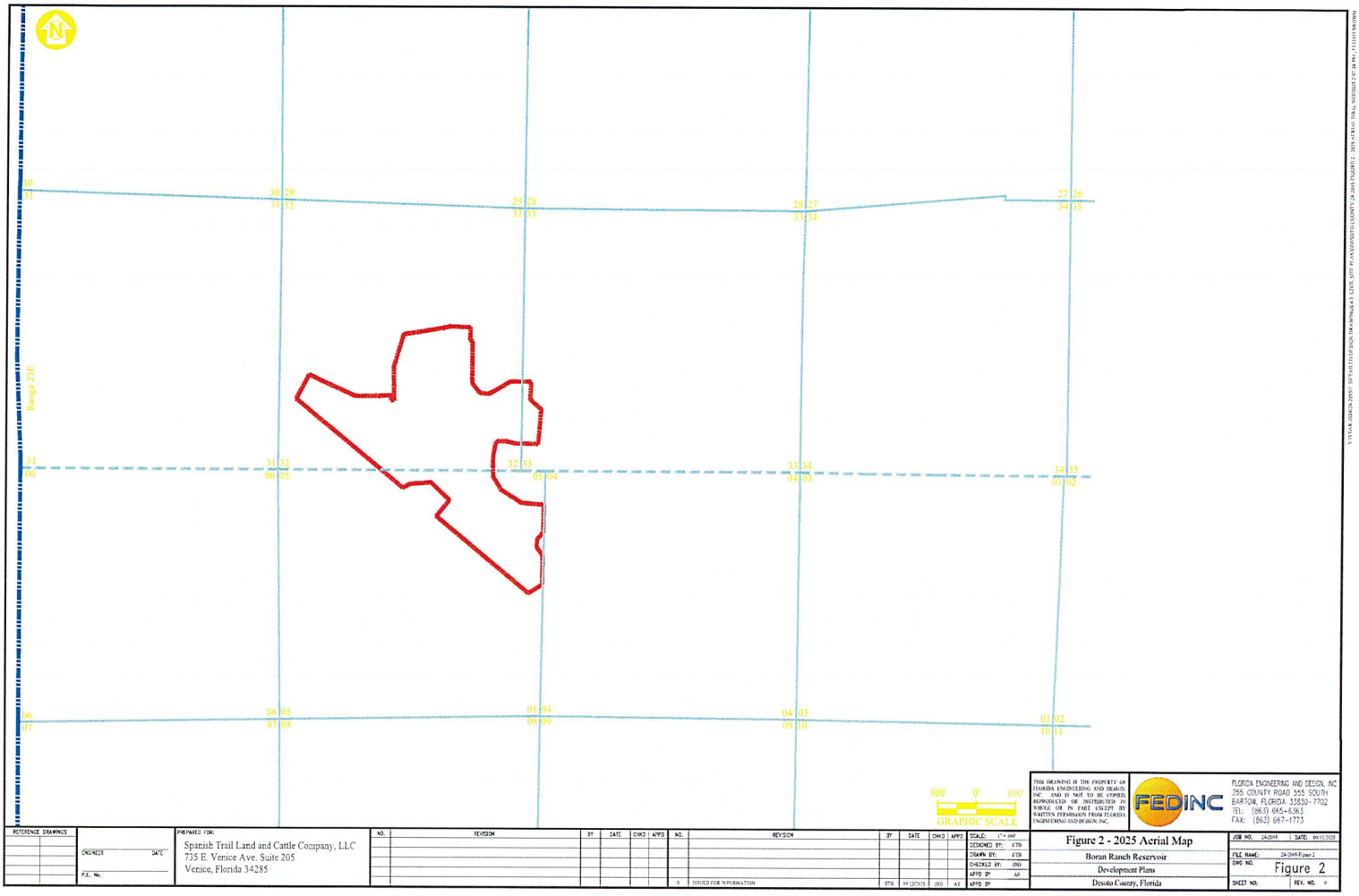
FLORIDA ENGINEERING AND DESIGN, INC.
255 COUNTY ROAD 555 SOUTH
BARTOW, FLORIDA 33830-7702
TEL: (863) 865-6363
FAX: (863) 867-1773

Figure 1 - 2020 Aerial Map
Boran Ranch Reservoir
Development Plans
Desoto County, Florida

JOB NO. 24-2295 DATE: 08/27/2025
FILE NAME: 24-2295-Figure 1
DWG NO. Figure 1
SHEET NO: REV. NO. 0



REFERENCE DRAWINGS

ENGINEER DATE

P.E. No.

PREPARED FOR:
Spanish Trail Land and Cattle Company, LLC
735 E. Venice Ave. Suite 205
Venice, Florida 34285

NO.	REVISION	BY	DATE	CHK'D	APP'D
0	ISSUED FOR INFORMATION	RTB	09/22/2025	JBD	AS

SCALE: 1" = 800'
DESIGNED BY: RTB
DRAWN BY: RTB
CHECKED BY: JBD
APP'D BY: AS
APP'D BY:

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FEDINC

FLORIDA ENGINEERING AND DESIGN, INC
765 COUNTY ROAD 555 SOUTH
BARTOW, FLORIDA 33830-7702
TEL: (863) 665-6363
FAX: (863) 667-1773

Figure 2 - 2025 Aerial Map

Boran Ranch Reservoir
Development Plans
Desoto County, Florida

JOB NO. 24-2644 | DATE: 09/22/2025
FILE NAME: 24-2644-Figure 2
DWG NO. Figure 2
SHEET NO. | REV. NO. 0

Consideration: $27,500,000.00
Documentary Stamps: $192,500.00
Recording Fee: ~~$18.50~~ 69.50

EXHIBIT C

Prepared by:
C. Neil Gregory, Esq.
Bond, Schoeneck & King, PLLC
4001 Tamiami Trail North Suite 105
Naples, FL 34103

Inst: 202114002062 Date: 03/26/2021 Time: 8:52 AM
, Nadia K. Daughtrey,
Clerk of Court Desoto, County, By: RB
Deputy Clerk Doc Stamp-Deed: 192500.00

File Number: **416764**

Parcel Identification Numbers:
R 04-39-23-0000-0010-0000; R 04-39-23-0000-0012-0000; R 04-39-23-0000-0101-0000; R 04-39-23-0000-0102-0000; R 04-39-23-0000-0103-0000; R 04-39-23-0000-0104-0000; R 04-39-23-0000-0105-0000; R 05-39-23-0000-0020-0000; R 15-38-23-0000-0030-0000; R 17-38-23-0000-0011-0000; R 20-38-23-0000-0010-0000; R 21-38-23-0000-0010-0000; R 21-38-23-0000-0020-0000; R 22-38-23-0000-0010-0000; R 26-38-23-0000-0017-0000; R 28-38-23-0000-0020-0000; R 29-38-23-0000-0010-0000; R 32-38-23-0000-0020-0000; R 33-38-23-0000-0010-0000; R 14-38-23-0191-00C0-0030; R 33-38-23-0000-0020-0000; R 28-38-23-0000-0010-0000

Thomas C. Tyler, Jr., P.A.
735 E. Venice Avenue, Suite 200
Venice, FL 34285

Return to:

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **March 24, 2021** between **Michael J. Boran, joined by his spouse, Joyce Boran** whose post office address is **10346 B&R Ranch Road, Arcadia, FL 34269** of the County of **DeSoto**, State of **Florida**, grantor*, and **Spanish Trail Land and Cattle Company, LLC, a Florida limited liability company** whose post office address is **735 E. Venice Avenue #200, Venice, FL 34285** of the County of **Sarasota**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **DeSoto County, Florida**, to-wit:

Exhibit "A" attached.

Subject to easements, restrictions and reservations of record and ad valorem taxes for the year 2021 and subsequent years.

Joyce Boran joins in this deed solely for the purpose of conveying any right, title and interest which she may have in the property. Joyce Boran does not join in any of the warranties of title.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence (as to both):

Cynthia S. Corwin
(Signature of Witness #1)
Print Name: Cynthia S. Corwin

Michael J. Boran (Seal)
Michael J. Boran

(Signature of Witness #2)
Print Name:

Joyce Boran (Seal)
Joyce Boran

State of Florida
County of St Johns

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 19th day of March, 2021 by Michael J. Boran and Joyce Boran, who [_] are personally known or [✓] have produced FLORIDA driver's licenses as identification.

[Notary Seal]

CYNTHIA S. CORWIN
MY COMMISSION # GG 922617
EXPIRES: October 14, 2023
Bonded Thru Notary Public Underwriters

Cynthia S. Corwin
Notary Public

Printed Name: Cynthia S. Corwin

My Commission Expires: 10/14/2023

FILE NO.: 21024643

EXHIBIT A

PARCELS 1, 3, 4, 5 & 6:

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST DESOTO COUNTY, DESCRIBED AS FOLLOWS.

BEGIN AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA; THENCE SOUTH 00°57'57" WEST ALONG WEST LINE OF SAID SECTION 4, 986.42 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF 100.00 FEET EASEMENT RUNNING EAST; THENCE SOUTH 89°26'34.5" EAST ALONG SOUTH LINE OF SAID EASEMENT, 5270.22 FEET TO A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 23 EAST; THENCE SOUTH 89°41'16" EAST ALONG SOUTH LINE OF SAID EASEMENT INTO SAID SECTION 3, 1305.33 FEET; THENCE SOUTH 85°13'38" EAST ALONG SOUTH LINE OF SAID EASEMENT, 716.18 FEET; THENCE NORTH 89°49'11" EAST ALONG SOUTH LINE OF SAID EASEMENT, 620.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD NO. 761 FORMERLY STATE ROAD NO. 761); THENCE SOUTH 00°33'11" WEST, 330.00 FEET; THENCE SOUTH 89°49'11" WEST, 620. FEET; THENCE SOUTH 00°33'11" WEST, 330.00 FEET; THENCE SOUTH 88°02'34" WEST, 2019.83 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 3; THENCE NORTH 89°20'32" WEST IN SAID SECTION 4, 1478.09 FEET; THENCE SOUTH 00°32'06" WEST, 1914.79 FEET; THENCE SOUTH 89°14'19" EAST, 169.92 FEET; THENCE SOUTH 00°59'35" WEST, 660.54 FEET; THENCE NORTH 89°34'09" WEST, 654.54 FEET; THENCE SOUTH 01°22'21" WEST, 657.39 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4; THENCE NORTH 89°17'25" WEST ALONG SAID SOUTH LINE, 782.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF ABANDONED ATLANTIC COAST LINE RAILROAD; THENCE NORTH 50°42'11" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, 3239.89 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 4; THENCE NORTH 00°57'57" EAST ALONG SAID WEST LINE, 1998.24 FEET TO POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL ALSO KNOWN AS ALL OR A PART OF THE FOLLOWING LOTS IN SECTION 3, TOWNSHIP 39 SOUTH, RANGE 23 EAST; LOTS 13 THRU 20, INCLUSIVE AND LOTS IN SECTION 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST ARE LOTS 9 THRU 24 INCLUSIVE, LOTS 27 THRU 38 INCLUSIVE, LOTS 43 THRU 48 INCLUSIVE AND LOTS 50 THRU 54 INCLUSIVE, AND LOTS 60 AND 61, FLORIDA TOWNSITE COMPANY OF FLORIDA LANDS, AS RECORDED IN PLAT BOOK 4, PAGE 53, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA.

AND

BEGIN AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST; THENCE SOUTH 0°57'57" WEST ALONG WEST LINE OF SAID SECTION 4, 886.42 FEET TO POINT OF BEGINNING; THENCE CONTINUE SAME LINE, 100.0 FEET; THENCE SOUTH 89°26'34.5" EAST, 5270.22 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 4; THENCE SOUTH 89°41'16" EAST INTO SECTION 3, TOWNSHIP 39 SOUTH, RANGE 23 EAST, 1305.33 FEET; THENCE SOUTH 85°13'38" EAST 716.18 FEET; THENCE NORTH 89°49'11" EAST 620.0 FEET TO WEST RIGHT-OF-WAY OF COUNTY #761 (FORMERLY S.R. #761); THENCE NORTH 0°33'11" EAST ALONG SAID WEST RIGHT-OF-WAY, 100.0 FEET; THENCE SOUTH 89°49'11" WEST, 620.0 FEET; THENCE NORTH 85°13'38" WEST, 716.16 FEET; THENCE NORTH 89°41'16" WEST, 1305.56 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 3; THENCE NORTH 89°26'34.5" WEST INTO SAID SECTION 4, 5269.29 FEET TO POINT OF BEGINNING.

LESS AND EXCEPT:

BEGIN AT THE NW CORNER OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA; THENCE S 00 DEGREES 57' 57" W ALONG WEST LINE OF SAID SECTION 4,

986.42 FEET TO A POINT ON THE SOUTH LINE OF A 100.00 FOOT EASEMENT RUNNING EAST FOR POINT OF BEGINNING; THENCE S 89 DEGREES 26' 34.5" E ALONG SOUTH LINE OF SAID EASEMENT, 1043.57 FEET; THENCE SOUTH 00 DEGREES 57' 57" W AND PARALLEL TO THE WEST LINE OF SAID SECTION 4, 1043.57 FEET; THENCE N 89 DEGREES 26' 34.5" W, 1043.57 FEET TO WEST LINE OF SAID SECTION 4; THENCE N 00 DEGREES 57' 57" E ALONG SAID WEST LINE, 1043.57 FEET TO POINT OF BEGINNING.

PARCELS 2 & 20:

THE NORTH 1/2 OF NE 1/4 OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 23 EAST (A/K/A LOTS 5 TO 12, INCLUSIVE, IN FLORIDA TOWNSITE COMPANY, MAP OF FARM LANDS NEAR PLATT, FLORIDA AS PER MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT IN AND FOR DESOTO COUNTY, FLORIDA IN PLAT BOOK 4, PAGE 53).

AND

A PART OF THE S 3/4 OF THE E 1/2 AND THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 23 EAST (A/K/A LOTS 21 TO 28, INCLUSIVE, LOTS 37 TO 44, INCLUSIVE, LOTS 51 TO 62, INCLUSIVE IN FLORIDA TOWNSITE COMPANY MAP OF FARM LANDS NEAR PLAN, FLORIDA AS PER MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR DESOTO COUNTY, FLORIDA IN PLAT BOOK 4, PAGE 53). MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT OCCUPIED AND ESTABLISHED AS NE CORNER OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, THENCE S 01 DEGREES 33' 36" W ALONG THE EAST LINE OF SAID SECTION 33, 1339.91 FEET TO THE NE CORNER OF SAID S 3/4 OF THE E 1/2; THENCE N 88 DEGREES 52' 54" W ALONG THE NORTH LINE OF SAID TRACT 792.00 FEET FOR POINT OF BEGINNING; THENCE CONTINUE N 88 DEGREES 52' 54" W 1843.38 FEET TO THE NW CORNER OF SAID SOUTH 3/4 OF EAST 1/2; THENCE SOUTH 01 DEGREES 29' 29" WEST ALONG THE WEST LINE OF SAID SOUTH 3/4 OF EAST 1/2 2673.41 FEET TO THE NE CORNER OF SAID SE 1/4 OF SW 1/4; THENCE N 88 DEGREES 44' 34" W ALONG THE NORTH LINE OF SAID SE 1/4 OF SW 1/4 1324.51 FEET TO THE NW CORNER OF SAID SE 1/4 OF SW 1/4; THENCE S 01 DEGREES 05' 45" W ALONG THE WEST LINE OF SAID SE 1/4 OF SW 1/4, 1339.85 FEET TO THE SW CORNER OF SAID SE 1/4 OF SW 1/4; THENCE S 88 DEGREES 44' 31" E ALONG THE SOUTH LINE OF SAID SE 1/4 OF SW 1/4, 107.31 FEET; THENCE N 00 DEGREES 57' 52" E 1113.88 FEET; THENCE N 82 DEGREES 20' 26" E 1333.86 FEET; THENCE N 00 DEGREES 01' 54" W 398.54 FEET; THENCE N 29 DEGREES 06' 48" E 667.83 FEET; THENCE N 33 DEGREES 20' 55" W 487.70 FEET; THENCE N 00 DEGREES 27' 13" W 1205.75 FEET; THENCE S 88 DEGREES 52' 53" E 1820.34 FEET; THENCE N 28 DEGREES 08' 54" W 111.53 FEET TO POINT OF BEGINNING.

AND

A PART OF THE NORTH 1/2 OF THE NORTH 3/4 OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST (A/K/A LOTS 1 TO 8, INCLUSIVE AND PART OF LOTS 9 TO 16, INCLUSIVE IN FLORIDA TOWNSITE COMPANY, MAP OF FARM LANDS NEAR PLATT, FLORIDA, AS PER MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT IN AND FOR DESOTO COUNTY, FLORIDA IN PLAT BOOK 4, PAGE 53). MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID SECTION 4, FOR POINT OF BEGINNING; THENCE S 01 DEGREES 46' 03" W ALONG THE WEST LINE OF SAID N 1/2 OF N 3/4 OF N 1/2, 888.42 FEET TO THE SW CORNER OF SAID N 1/2 OF N 3/4 OF N 1/2; THENCE S 88 DEGREES 38' 28" E ALONG THE S LINE OF SAID N 1/2 OF N 3/4 OF N 1/2 1656.98 FEET TO A POINT 3612.31 FEET W OF THE SE

CORNER OF SAID N 1/2 OF N 3/4 OF N 1/2; THENCE N 07 DEGREES 11' 58" W 365.31 FEET; THENCE N 17 DEGREES 30' 40" W, 536.72 FEET; THENCE N 00 DEGREES 57' 52" E, 19.79 FEET TO A POINT ON THE NORTH LINE OF SAID N 1/2 OF N 3/4 OF N 1/2; THENCE N 88 DEGREES 44' 31" W ALONG THE NORTH LINE OF SAID N 1/2 OF N 3/4 OF N 1/2, 1422.57 FEET TO POINT OF BEGINNING.

PARCELS 7, 18 & 19:

THE NORTH 1/2 AND ALL THAT PART OF THE SOUTH 1/2 EAST OF TAMPA SOUTHERN RAILROAD RIGHT-OF-WAY OF SECTION 32; THE NORTH 1/2 OF THE NW 1/4 AND THE SOUTH 1/2 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 AND THE WEST 1/2 OF THE SW 1/4 OF SECTION 33; ALL IN TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA AND ALL THAT PART NORTH OF ABANDONED RIGHT-OF-WAY OF ACL RR IN SECTION 5, TOWNSHIP 39 SOUTH, RANGE 23 EAST.

PARCELS 8, 9 & 14:

ALL OF SECTION 22, TOWNSHIP 38 SOUTH, RANGE 23 EAST AS PER SURVEY BY GORDON HAYES, JR., RECORDED IN PLAT BOOK 6, PAGE 70, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA AND ALSO IN ACCORDANCE WITH A SURVEY BY WILLIAM C. MANLEY AS REFERENCED IN OFFICIAL RECORDS BOOK 284, PAGE 458.

PARCEL 10:

A PARCEL OF LAND LYING IN SECTIONS 16 AND 17, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD WITH PLASTIC CAP STAMPED LS4410 MARKING THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA; THENCE S 89 DEGREES 34' 38" E ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE 407.76 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED 1956 FOR A POINT OF BEGINNING; THENCE CONTINUE S 89 DEGREES 34' 38" E ALONG SAID SOUTH SECTION LINE AND ITS EASTERLY EXTENSION THEREOF, A DISTANCE OF 2541.20 FEET; THENCE N 00 DEGREES 03' 51" E A DISTANCE OF 29 FEET MORE OR LESS TO THE INTERSECTION WITH A 4 FOOT HIGH BARBED WIRE FENCE; THENCE N 89 DEGREES 50' 22" W ALONG SAID BARBED WIRE FENCE A DISTANCE OF 2541.00 FEET; THENCE S 00 DEGREES 29' 03" W A DISTANCE OF 19.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCELS 11, 12 & 17:

ALL OF SECTIONS 20 AND 29 AND THE NORTH 1/2 OF SECTION 21, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA. LESS AND EXCEPT THAT PART CONVEYED IN DEEDS RECORDED IN O.R. BOOK 457, PAGE 19; O.R. BOOK 471, PAGE 819; O.R. BOOK 533, PAGE 2554 AND O.R. BOOK 564, PAGE 2541, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA.

PARCELS 13 & 15:

COMMENCE AT A CONCRETE MONUMENT OCCUPIED AND ESTABLISHED AS THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 38 SOUTH, RANGE 23 EAST; THENCE NORTH 89 DEGREES 49 MINUTES 42 SECONDS WEST, 1318.13 FEET TO A CONCRETE MONUMENT FOR POINT OF BEGINNING; THENCE NORTH 89 DEGREES 02 MINUTES 20 SECONDS WEST 1318.84 FEET TO A CONCRETE MONUMENT OCCUPIED AND ESTABLISHED AS THE SOUTH 1/4 CORNER TO SAID SECTION 28; THENCE NORTH 88 DEGREES 28 MINUTES 36 SECONDS WEST 2704.47 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 87 DEGREES 57 MINUTES 32 SECONDS WEST ALONG SOUTH LINE OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 23 EAST,

81.97 FEET; THENCE NORTH 1 DEGREE 56 MINUTES 03 SECONDS EAST, 5780.0 FEET; THENCE CONTINUE NORTH 1 DEGREE 56 MINUTES 03 SECONDS EAST, 2442.82 FEET; THENCE SOUTH 88 DEGREES 49 MINUTES 32.4 SECONDS EAST, 5367.535 FEET; THENCE SOUTH 1 DEGREE 29 MINUTES 11 SECONDS WEST, 2451.12 FEET TO A CONCRETE MONUMENT ON OLD FENCE LINE; THENCE SOUTH 1 DEGREE 43 MINUTES 18.5 SECONDS WEST, 4436.40 FEET TO A CONCRETE MONUMENT AT FENCE CORNER; THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST 1316.50 FEET TO A CONCRETE MONUMENT AT FENCE CORNER; THENCE SOUTH 1 DEGREE 09 MINUTES 17 SECONDS WEST, 1314.32 FEET TO A POINT OF BEGINNING. ALSO KNOWN AS THE SOUTH 1/2 OF SECTION 21 AND ALL OF SECTION 28, LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 THEREOF, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA.

PARCEL 16:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA.

PARCEL 23:

BEGIN AT THE NW CORNER OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA; THENCE S 00 DEGREES 57' 57" W ALONG WEST LINE OF SAID SECTION 4, 986.42 FEET TO A POINT ON THE SOUTH LINE OF A 100.00 FOOT EASEMENT RUNNING EAST FOR POINT OF BEGINNING; THENCE S 89 DEGREES 26' 34.5" E ALONG SOUTH LINE OF SAID EASEMENT, 1043.57 FEET; THENCE SOUTH 00 DEGREES 57' 57" W AND PARALLEL TO WEST LINE OF SAID SECTION 4, 1043.57 FEET; THENCE N 89 DEGREES 26' 34.5" W, 1043.57 FEET TO WEST LINE OF SAID SECTION 4; THENCE N 00 DEGREES 57' 57" E ALONG SAID WEST LINE, 1043.57 FEET TO POINT OF BEGINNING.

AND

THE EAST 100 ACRES OF THE SE 1/4 OF SECTION 15, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA.

AND

THE WEST 1/2 OF SE 1/4 OF SE 1/4 OF NE 1/4 OF SECTION 15, TOWNSHIP 38 SOUTH, RAND 23 EAST, DESOTO COUNTY, FLORIDA, ALSO KNOWN AS: LOT 3, BLOCK C, HIDDEN ACRES, AN UNRECORDED PLAT.

TOGETHER WITH THAT CERTAIN CATTLE EASEMENT RECORDED IN O.R. INSTRUMENT NO. 202114001401, OF THE PUBLICE RECORDS OF DESOTO COUNTY, FLORIDA.

LESS & EXCEPT:

PARCEL 21: A.K.A. "FGT PARCEL", PER O.R.B. 457, PG 19, DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29 RUN S 00 DEGREES 21' 23" W FOR 643.42 FEET TO AN IRON ROD AND CAP STAMPED "GS2 LB 6830" (CIR); THENCE RUN S 71 DEGREES 35' 39" E FOR 1566.02 FEET TO A CIR; THEN RUN S 15 DEGREES 21' 24" W FOR 611.67 FEET TO A CIR AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN S 52 DEGREES 37' 22" E FOR 929.84 FEET TO A CIR; THEN

RUN S 33 DEGREES 14' 20" E FOR 320.42 FEET TO A CIR; THEN RUN S 71 DEGREES 50' 27" E FOR 65.13 FEET TO A CIR; THENCE RUN N 85 DEGREES 57' 12" W FOR 616.54 FEET TO A CIR; THENCE RUN N 71 DEGREES 21' 10" W FOR 184.31 FEET TO A CIR; THENCE RUN N 54 DEGREES 41' 30" W FOR 403.02 FEET TO A CIR; THENCE RUN N 15 DEGREES 21' 24" E FOR 536.56 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

"PARCEL A", PER O.R.I. 201414004449 (A.K.A. "BORAN RANCH PHASE I"), DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 38 SOUTH, RANGE 23 EAST OF SAID COUNTY, RUN N.89°49'42"W., ALONG THE SOUTH LINE OF SAID SECTION 28 FOR 1318.13 FEET TO A CONCRETE MONUMENT; THENCE RUN N.89°26'26"W FOR 4,177.84 FEET TO AN IRON ROD WITH CAP STAMPED "GS2 LB 6830" (CIR); THENCE RUN N.88°47'07"W, FOR 2,414.48 TO A CIR AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, CONTINUE N.88°47'07"W. FOR 2,611.87 FEET TO A 3"X3" CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE RUN N.00°46'46"E. FOR 1,686.11 FEET TO AN IRON ROD WITH CAP STAMPED "LB 1956"; THENCE RUN N.00°36'04" FOR 3,382.43 FEET TO A CIR; THENCE RUN S.71°35'39"E FOR 1,566.02 FEET TO A CIR; THENCE RUN S.15°21'24"W. FOR 1,148.23 FEET TO A CIR; THENCE RUN S.54°41'30"E FOR 403.02 FEET; THENCE RUN S.71°21'10"E. FOR 184.31 FEET TO A CIR; THENCE RUN S.85°57'12"E. FOR 616.54 FEET TO A CIR; THENCE RUN S.79°25'10"E. FOR 450.77 FEET; THENCE RUN S.16°08'50"W. FOR 987.37 FEET; THENCE RUN S.16°18'56"W. FOR 966.54 FEET; THENCE RUN S.14°34'24"E FOR 261.66 FEET; THENCE RUN S.16°05'04" FOR 734.93 FEET; THENCE RUN S.17°47'14"E. FOR 281.75 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

"PARCEL B", PER O.R.I. 201414004449 (A.K.A. "BORAN RANCH PHASE II"), DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 38 SOUTH, RANGE 23 EAST OF SAID COUNTY RUN N 89 DEGREES 49' 42" W ALONG THE SOUTH LINE OF SAID SECTION 28 FOR 1,318.13 FEET TO A CONCRETE MONUMENT; THENCE RUN N 89 DEGREES 26' 26" W FOR 4,177.84 FEET TO AN IRON ROD WITH CAP STAMPED "GS2 LB 6830" (CIR) AND THE POINT OF BEGINNING.
FROM SAID POINT OF BEGINNING RUN N 88 DEGREES 47' 07" W FOR 2,414.48 FEET TO A CIR; THENCE RUN N 17 DEGREES 47' 14" W FOR 281.75 FEET; THENCE RUN N 16 DEGREES 05' 04" W FOR 734.93 FEET; THENCE RUN N 14 DEGREES 34' 24" W FOR 261.66 FEET; THENCE RUN N 16 DEGREES 18' 56" E FOR 966.54 FEET; THENCE RUN N 16 DEGREES 08' 50" E FOR 987.37 FEET; THENCE RUN S 79 DEGREES 25' 10" E FOR 711.98 FEET TO A CIR; THENCE RUN S 75 DEGREES 28' 48" E FOR 1,628.09 FEET TO A CIR; THENCE RUN S 01 DEGREES 54' 29" W FOR 2,456.64 FEET TO A CIR; THENCE RUN S 49 DEGREES 23' 36" E FOR 22.67 FEET TO A CIR; THENCE RUN S 04 DEGREES 41' 00" E FOR 146.45 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

"HORSE CREEK LANDS", PER O.R.I. 201514000972, DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF DESOTO, LYING IN SECTIONS 20 AND 29, TOWNSHIP 38 SOUTH, RANGE 23 EAST, BEING PART OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 238, PAGE 846 DESOTO COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, AS DESCRIBED IN OFFICIAL RECORDS BOOK 533, PAGE 2557, SAID DESOTO COUNTY PUBLIC RECORDS: THENCE S.89°34'39"E. ALONG THE NORTH LINE OF SAID SECTION 20 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 533. PAGE 2557 FOR 407.75 FEET: THENCE S.00°19'3"W. ALONG THE EAST LINE OF THE PARCEL AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 533, PAGE 2557 FOR 1859.04 FEET TO THE POINT OF BEGINNING; THENCE S.85°56'24"E. FOR 0.83 FEET; THENCE S.86°55'56"E. FOR 16.57 FEET; THENCE S.83°17'06"E. FOR 1342.96 FEET; THENCE S.83°41'44"E. FOR 17.15 FEET; THENCE S.82°54'15"E. FOR 294.43 FEET; THENCE S.02°51'29"W. FOR 15.77 FEET; THENCE S.01°51'31"E. FOR 52.88 FEET; THENCE S.11°32'31"E, FOR 16.84 FEET; THENCE S.15°47'56"E. FOR 1541.29 FEET; THENCE S.05°34'08"E. FOR 16.43 FEET; THENCE S.06°29'34"E. FOR 6.42 FEET; THENCE S.04°48'58"E. FOR 5.41 FEET; THENCE S.05°51'55"E. FOR 16.58 FEET; THENCE S.09°06'20"W. FOR 80.96 FEET; THENCE S.68°49'06"E. FOR 614.99 FEET; THENCE S.20°52'30"E. FOR 361.19 FEET; THENCE S.79°09'10"E. FOR 200.00 FEET; THENCE S.69°17'54"E. FOR 453.08 FEET; THENCE S.13°29'17"E. FOR 207.54 FEET; THENCE S.76°51"59"E. FOR 169.05 FEET; THENCE S.44°21'51"E. FOR 236.74 FEET; THENCE S.25°05'49"E. FOR 80.54 FEET; THENCE S.13°57'09"W. FOR 57.23 FEET; THENCE S.75°52'33"E. FOR 37.70 FEET; THENCE S.75°17'09"E. FOR 16.64 FEET; THENCE S.75°45'57"E. FOR 615.33 FEET; THENCE S.75°49'48"E. FOR 608.82 FEET; THENCE S.73°28'54"E. FOR 91.06 FEET; THENCE S.01°21'55"W. FOR 461.65 FEET; THENCE S.56°06'00"W. FOR 347.24 FEET; THENCE S.29°56'50"W. FOR 129.05 FEET; THENCE S.14°29'57"W. FOR 461.82 FEET; THENCE S.27°57'37"E. FOR 92.41 FEET; THENCE S.00°00'00"W. FOR 167.47 FEET; THENCE N.88°23'53"E. FOR 139.46 FEET; THENCE N.88°05'51"E. FOR 159.90 FEET; THENCE S.01°01'47"W. FOR 1312.26 FEET; THENCE N.75°28'48"W. FOR 1592.71 FEET; THENCE N.79°25'10"W. FOR 1162.75 FEET; THENCE N.71°50'27"W. FOR 65.13 FEET; THENCE N.33°14'20"W. FOR 320.43 FEET; THENCE N.52°37'22"W. FOR 929.84 FEET; THENCE N.15°21'24"E. FOR 611.67 FEET; THENCE N.71°35'39"W. FOR 1566.90 FEET TO THE EAST LINE OF THE PARCEL AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 533, PAGE 2557; THENCE N. 00°37'40"E. ALONG SAID EAST LINE FOR 270.18 FEET; THENCE N.00°19'13"E. ALONG SAID EAST LINE FOR 3469.85 FEET TO THE POINT OF BEGINNING. ASSUMED NORTH BASED ON THE NORTH LINE OF SECTION 20, TOWNSHIP 38 SOUTH. RANGE 23 EAST AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 533, PAGE 2557, WHICH BEARS S.89°34'39"E.

TOGETHER WITH EASEMENT AS RECORDED IN O.R. BOOK 421, PAGE 956, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA.

AGENDA ITEM

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA
DATE: November 17, 2020

EXHIBIT D

_____ Consent Agenda
_____ Regular Business
_____ Public Hearing

__X__ Quasi-Judicial Public Hearing
6:30 p.m. Time

DEPARTMENT:	Planning & Zoning
SUBMITTED BY:	Sandy Morales, Permit Technician
PRESENTED BY:	June Fisher, Development Director
TITLE & DESCRIPTION:	Resolution/Boran Ranch
REQUESTED MOTION:	Request to adopt the Resolution as presented.
SUMMARY:	The subject parcels are located at 10356 B & R Ranch Road. (See Exhibit A) and is owned by Michael Boran. The owner is requesting a Special Exception to allow for Type IV Excavation in accordance with Sec. 20-996 on a 4,347.51 Acre Property with a 276 Acre Project Area.
BACKGROUND:	The subject parcel is located at 10356 B & R Ranch Road (Exhibit A) and is owned by Michael Boran. The owner is requesting a Special Exception to allo for Type IV Excavation in accordance with Sec. 20-996. The 2040 Future Lan Use Map shows the property is located within the Rural/ Agricultural Land U designation (Exhibit B) and the Official Zoning District Atlas designates the property as Agricultural-10 (A-10) zoning district (Exhibit C). Land Development Regulations (LDR) Section 20-126(1)(c)(12) allow for Type IV Excavation in accordance with Sec. 20-996 as a special exception use within Agricultural-10 (A-10) zoning district as a Special Exception. An application for a Special Exception was received in the Development Department on June 11, 2020, and a resubmittal was received on July 30, 2020.
FUNDS:	Budget Amount N/A Actual Agenda Item N/A Cost: Account Number: N/A Explanation: N/A
ATTACHMENTS:	Boran Ranch SE Staff Report 2 BORAN RANCH SITE PLAN Exhibit A Map Exhibit B Map Exhibit C Map
REVIEW APPROVAL:	Department Director

June Fisher
June Fisher, Development Director 11/4/2020

Finance Director

Peter Dando, Interim Finance Director 11/4/2020

Budget Department

Brian Wagner

Brian Wagner, Budget Coordinator 11/4/2020

Purchasing Department

Cindy Talamantez, Purchasing Director 11/4/2020

County Attorney

Donald Conn, County Attorney 11/4/2020

County Administrator

Mandy Hines, County Administrator 11/9/2020

DESOTO COUNTY, FLORIDA
RESOLUTION NO. 2020- ___

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS GRANTING TO MICHAEL BORAN A SPECIAL EXCEPTION USE DEVELOPMENT ORDER WITH CONDITIONS TO ALLOW WITHIN THE AGRICULTURAL 10 (A-10) ZONING DISTRICT A TYPE IV EXCAVATION IN ACCORDANCE WITH SEC. 20-996 ON A 4,347.51 ACRE PROPERTY WITH A 276 ACRE PROJECT AREA, LOCATED AT 10356 B & R RANCH ROAD, ARCADIA, FLORIDA, THE PROPERTY IDENTIFICATION NUMBERS BEING 04-39-23-0000-0105-0000, 04-39-23-0000-0104-0000 ; 04-39-23-0000-0103-0000, 04-39-23-0000-0012-0000, 05-39-230000-0020-0000, 32-38-23-0000-0020-0000, 33-38-23-0000-0010-0000, 33-38-23-0000-0020-0000, 28-38-23-0000-0020-0000, 28-38-23-0000-0010-0000, 21-38-23-0000-0020-0000, 22-38-23-0000-0010-0000, 21-38-23-0000-0010-0000, 20-38-23-0000-0010-0000; INCORPORATING THE WHEREAS CLAUSES; INCORPORATING THE DEVELOPMENT DEPARTMENT REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Michael Boran is the owner of the property totaling 4,347.51 acres generally located at 10356 B & R Ranch Road; and

WHEREAS, a special exception use application (USE 0042-2020) to allow for Type IV Excavation in accordance with the DeSoto County Land Development Regulations Sec. 20-996 was filed with the Development Department; and

WHEREAS, the Development Director determined the application was complete and has caused the application to be distributed to the Development Review Committee for review and comments; and

WHEREAS, a Development Department Report was prepared and the report concluded that the special exception use established through substantial competent evidence, the application for a Type IV Excavation in accordance with Sec. 20-996 is in harmony with the LDRs general intent and purpose, is not injurious to the adjoining properties, or is not otherwise detrimental to the public welfare based on the findings herein and conditions of approval; and

WHEREAS, on November 5, 2020, the Planning Commission held a duly noticed public hearing on the application and entered into the record the Development Department Report and all other substantial competent evidence presented at the hearing, and forward

the record to the Board of County Commissioners (Board) with the recommendation that the Board adopt the proposed Resolution with conditions; and

WHEREAS, on November 17, 2020, the Board of County Commissioners (Board) held a duly noticed public hearing on the application and entered into the record the Development Department Report and all other substantial competent evidence presented at the Planning Commission and Board hearings; and

WHEREAS, the Board concluded the special exception use application established through substantial competent evidence the application for a Type IV Excavation in accordance with Sec. 20-996, is in harmony with the LDRs general intent and purpose, is not injurious to the adjoining properties, or is otherwise detrimental to the public welfare based on the findings herein and conditions of approval; and

NOW, THEREFORE BE IT RESOLVED BY THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS 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 Development Department Report, incorporated herein by reference, represents the written findings of fact and conclusions of law to support granting to Mr. Michael Boran a special exception use (USE 0042-2020) development order to allow within the Agricultural 10 (A-10) zoning district for a Type IV Excavation in accordance with Sec. 20-996, on a 4,347.51 acre property with a 276 are project area located at10356 B & R Ranch Road, Arcadia, Florida, the Property Identification Number 04-39-23-0000-0105-0000, 04-39-23-0000-0104-0000 ; 04-39-23-0000-0103-0000, 04-39-23-0000-0012-0000, 05-39-230000-0020-0000, 32-38-23-0000-0020-0000, 33-38-23-0000-0010-0000, 33-38-23-0000-0020-0000, 28-38-23-0000-0020-0000, 28-38-23-0000-0010-0000, 21-38-23-0000-0020-0000, 22-38-23-0000-0010-0000, 21-38-23-0000-0010-0000, 20-38-23-0000-0010-0000, subject to the following conditions:

1. The Final Construction Plan submittal shall include Fire department access road shall be a minimum of 24' wide. A detail shall be provided of the access road load limit.

2. Proposed structure shall comply with all applicable Florida Building and Fire Codes.

3. Fire Flow shall be provided for fire suppression and shall be demonstrated on the Improvement Plan.

4. Structures shall comply with the Florida Building and Florida Fire Prevention Codes for occupancy classification.

5. It is the applicant's responsibility to obtain any state or federal

permits required for the subject activities.

6. All final construction plans for the excavation permit must comply with the DeSoto County Land Development Regulations, Sec 20-1006. Type II, III and IV construction plan submittal.

7. All final submittals must comply with the DeSoto County Land Development Regulations, Sec 20-1007 Type II, III and IV minimum design standards and requirements.

8. This special exception use shall be expire within five years of the effective date of this resolution but may be extended for additional five-year periods upon a Board finding that circumstances have not materially changed, Sec. 20-1434(c).

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

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 17th day of November, 2020.

ATTEST:

By: _____
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Juril O. Mansfield
Chairman

Approved as to form and legal sufficiency:

By: _____
Donald D. Conn
County Attorney

DESOTOBOCC.COM
DESOTO COUNTY, FLORIDA

DESOTO COUNTY DEVELOPMENT DEPARTMENT
STAFF REPORT

REQUEST:	USE 0042-2020 Special Exception
PROPERTY OWNER:	Michael Boran 10356 B & R Ranch Road Arcadia, Florida 34269
PROPERTY ID:	See Exhibit "A" to GDO Application
PROPERTY ADDRESS:	10356 B & R Ranch Road
TOTAL PARCEL SIZE: **PROJECT AREA:**	4,347.51 acres 276 acres
ZONING DISTRICT:	Agricultural-10 (A-10)
FUTURE LAND USE DESIGNATION:	Rural/Agricultural

DEVELOPMENT REVIEW REPORT

The matter before the Planning Commission/ Local Planning Agency is a special exception use application (USE 0042-2020) to allow within the Agricultural-10 (A-10) zoning district "Type IV Excavation," on a 4,347.51 acre property with a 276 acre project area located at 10356 B & R Ranch Road, Arcadia, Florida. The application is before the Planning Commission/Local Planning Agency because Land Development Regulations (LDR) Section 20-126(1)(c)(12) provides for "Excavation (other than phosphate) and related processes, earthmoving in accordance with sec. 20-996," as a special exception use and LDR Article XI, Division 5 requires the Planning Commission/Local Planning Agency to hold at least one public hearing with due public notice on a special exception use application and to make a recommendation on the application to the local governing body.

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

OVERVIEW OF REQUEST

The subject parcel is located at 10356 B & R Ranch Road (Exhibit A) and is owned by Michael Boran. The owner is requesting a Special Exception to allow for Type IV Excavation in accordance with Sec. 20-996.

The 2040 Future Land Use Map shows the property is located within the Rural/ Agricultural Land Use designation (Exhibit B) and the Official Zoning District Atlas designates the property as Agricultural-10 (A-10) zoning district (Exhibit C).

Land Development Regulations (LDR) Section 20-126(1)(c)(12) allow for Type IV Excavation in accordance with Sec. 20-996 as a special exception use within the Agricultural-10 (A-10) zoning district as a Special Exception.

An application for a Special Exception was received in the Development Department on June 11, 2020, and a resubmittal was received on July 30, 2020.

PROPOSED RESOLUTION

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS GRANTING TO MICHAEL BORAN A SPECIAL EXCEPTION USE DEVELOPMENT ORDER TO ALLOW WITHIN AGRICULTURAL-10 ZONING DISTRICT A TYPE IV EXCAVATION IN ACCORDANCE WITH SEC. 20-996 ON A 4,347.51 ACRE PROPERTY WITH A 276 ACRE PROJECT AREA, LOCATED AT 10346 SW B & R RANCH ROAD, ARCADIA, FLORIDA, THE PROPERTY IDENTIFICATION NUMBERS BEING 04-39-23-0000-0105-0000, 04-39-23-0000-0104-0000 ; 04-39-23-0000-0103-0000, 04-39-23-0000-0012-0000, 05-39-23-0000-0020-0000, 32-38-23-0000-0020-0000, 33-38-23-0000-0010-0000, 33-38-23-0000-0020-0000, 28-38-23-0000-0020-0000, 28-38-23-0000-0010-0000, 21-38-23-0000-0020-0000, 22-38-23-0000-0010-0000, 21-38-23-0000-0010-0000, 20-38-23-0000-0010-0000; INCORPORATING THE WHEREAS CLAUSES; INCORPORATING TH DEVLOPMENT DEPARTMENT REPORT; AND PROVIDING AN EFFECTIVE DATE.

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

DATA & ANALYSIS

In all quasi-judicial proceedings, the applicant shall bear the burden of demonstrating by competent and substantial evidence that the application satisfies the standards and requirements of the LDR's and the Comprehensive Plan, Sec. 20-1402 (b).

A. Application requirements. LDR Section 20-1431 provides that a special exception use application shall be submitted indicating the basis in this LDR under which the special exception use is sought and stating the grounds upon which it is requested, with particular reference to the types of findings which the Planning Commission must make as described below. The application must include material necessary to demonstrate that the approval of the special exception use will be in harmony with the LDRs general intent and purpose, not be injurious to the neighborhood or to adjoining properties, or otherwise detrimental to the public welfare. Such material includes, but is not limited to, the following, where applicable:

1. *Plans at an appropriate scale showing proposed placement of structures on the property, provisions for ingress and egress, off-street parking and off-street loading areas, refuse and services areas, and required yards and other open spaces*.

   a. Placement of structures. The applicant has submitted plans at an appropriate scale showing placement of proposed structures on the property, provisions for ingress and egress, off-street parking and off-street loading areas, refuse and services areas, and required yards and other open spaces. Based on the above, it is concluded the application is in **conformance** with this factor

   b. Provisions for ingress and egress. The ingress and egress for the subject property is SW B & R Ranch Road. The County Engineer notes the following:

      1. Additional information is needed regarding the proposed and existing roadways onsite and connecting to the County right-of-way including proposed (or existing if not being modified) section, width and radii. Sections shall conform to the DeSoto County Engineering Standard Details minimum for emergency vehicle traffic. Width of the haul routes shall be 20’ minimum for emergency vehicle access.

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

Information such as grading, width, and radii will be added to the Final Detail Plan.

2. The intersection of SW B R Ranch Road and CR 769 needs to be further examined for compliance with the LDRs. The LDRs require a right hand turn lane per FDOT standards. The existing merge lane may not be in conformance. The LDRs also require a left hand turn lane per FDOT standards. The existing left hand turn lane serves a roadway to the north and contains double yellow striping through the intersection of SW B R Ranch Road.

   It is the owners' intent to lengthen the turnlanes along CR 769 to meet FDOT Standards based on the design speed in this section. Final Details including plan profiles, cross-sections, and details will be added to the Final Detail Plan.

3. Please depict the separation between the site access road and adjacent access roads. Likely this parcel may be unable to comply with the separation requirements of the LDRs.

   Chapter 20, Article IX, Division 3, Section 20-1007(h)(4) require all entrances to an excavation to meet County road access/separation standards. The proposed excavation is located entirely within the Boran Ranch and will utilize SW B & R Ranch Road as its haul route.

   SW B & R Ranch Road is currently used to haul excavated material from the mitigation bank as well as sod, hay, cattle and crops from long-standing agricultural operations within Boran Ranch.

   SW B&R Ranch Road intersects with C.R. 769. Chapter 20 of DeSoto County's Code of Ordinances is entitled "Land Development" regulations and is intended to implement the Comprehensive Plan and the purposes set forth in F.S. §163.3202(2) and (3). F.S. §163.3202(3) states that a general zoning code is not required if the local government's adopted land development regulations meet the requirements of §163.202.

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

Chapter 20, Article VI, Division 3, Section 20-505(2)a. sets forth the minimum separation between access points onto arterial and collector roadways. On a major collector, the minimum separation is 185 feet. On a minor collector the minimum separation is 140 feet.

C.R. 769 is designated as a collector road in the DeSoto County Comprehensive Plan. Its designation is not further modified by either the word "major" or "minor". It is a settled principle of Florida law that zoning ordinances are in derogation of common law are to be strictly construed in favor of the property owner. Consequently, the excavation must comply with the separation requirements for a minor collector — 140 feet. SW B&R Ranch Road is located more than 140 feet from the nearest access road on C.R. 769.

4. The site entrance (from CR 769) shall be paved for at least 150 LF, 22 LF wide and comply with the minimum road section required for a County road as shown in the Engineering Standard Details.

   The Development Plans have been updated to comply with the minimum road section required for a County road as shown on Sheet 10 of the Development Plans.

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

c. Off-street parking. Off street parking is shown on the development plan for the scale house/office buildings.

   Based upon the above, it is concluded the application is in **conformance** with the off-street parking factor.

d. Off-street loading. No off street loading is proposed for this use. Therefore, it is concluded this factor is **not applicable**.

e. Refuse and service areas. If waste is generated, the applicant may maintain a garbage collection contract with the franchisee for all waste types generated. Based on the above, it is concluded the application is in **conformance** with this factor.

f. Required yards and open space. The proposed excavation operations maintain the following yards required by Section 20-1007(b) of the DeSoto County Land Development Regulations:

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

(1) 300 feet from any property line. The top of bank of excavation is a minimum of 300 feet from the property line.

(2) 400 feet from any state highway or current or existing County arterial or collector road identified in the County's Comprehensive Plan - C.R. 769 is over 9,000 feet from the nearest boundary of the excavation operations;

(3) 1,000 feet from any land use other than rural/agricultural or rural/residential future land use boundary at the time of application and from any zoning other than Agricultural 10 (A-10) or Industrial (I-L or I-H) – the excavation operations are over 3,400 feet from Low Density Residential land use;

(4) 2,500 lineal feet measured in a straight-line method from any portion of a school site to any portion of an excavation site - There are no school sites in the vicinity of the excavation;

(5) 1,000 lineal feet measured in a straight-line method from any residence (above 30 percent on the tax rolls) to any portion of the excavation site - The nearest residence (Gant) is over 6,000 feet from the boundary of the excavation operations; and

(6) One mile from any other excavation site – there are no other excavation sites within one mile of the subject excavation operations: The nearest excavation is located at 3785 C.R. 769, over 5 miles from the subject property. The adjacent mitigation bank and the Regional Water Authority's reservoir are exempted from the provisions of Division 3 – Excavation Management and are therefore not considered excavations from which the one mile separation applies.

The Development Director finds that the application is in **conformance** with this factor.

2. *Plans showing proposed locations for utilities hook-up*. County utilities are not available. All utility locations shall be included in the final submittal. Thus, this factor is **in conformance.**

3. *Plans for screening and buffering with reference as to type, dimensions and characters*. Screening and buffering are required in Sec. 20-1007(i)(3)Buffers. A Class B buffer shall be required in the first 100 feet of

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

setback from the property line along all other property lines. The buffers must be included in the final submittal. Thus, this factor is **in conformance** and must be addressed during Improvement Plan process.

4. *Plans for proposed landscaping and provisions for trees*. This factor is addressed elsewhere in the report. Thus, this factor is **not applicable.**

5. *Plans for proposed signs and lighting, including type, dimensions and character*. A non-illuminated sign identifying the entrance to the excavation will be placed in accordance with the sign regulations. All signs and lighting must be in compliance with the DeSoto County Land Development Regulations. Thus, the application is in **conformance** with this factor.

Based upon the findings and conclusions above, it is concluded the application demonstrates that the approval of the special exception use will be in harmony with the LDRs general intent and purpose, not be injurious to the neighborhood or to adjoining properties, or otherwise detrimental to the public welfare.

A. **Staff review**. LDR Section 20-1432 addresses staff review.

1. *Section 20-1432(a) provides that upon receipt of an application for Special Exception, the Development Director shall determine whether the application is complete. The Development Director may waive some or all of the plans required by Section 20-1431(1) if the Special Exception includes only a change in use without any new construction. If the application is complete, it will be accepted for review. If the application is incomplete, the Development Director shall specify in writing the additional information required in order for the application to be processed. No further action shall be taken on the application until the additional information is submitted and determined to be complete*. On June 11, 2020, the owners filed with the Development Department a special exception use application to allow for Type IV Excavation. Since then, the most recent submittal being on July 30, 2020. The Development Director subsequently determined the application was complete.

2. *Section 20-1432(b) states that after receipt of a complete application, the Development Director shall distribute the application for review by County staff and/or the Development Review Committee*. The Development Director caused the application to be distributed to Development Review Committee members.

3. *Section 20-1432(c) provides that upon completion of review, the Development Department shall prepare a staff report and schedule review of the application by the Planning Commission*. This Development Review Report is the staff report required by Section 120-1432(c). A draft copy was

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

provided to the Applicant/Owner for review and comment. The application is scheduled for the November 5, 2020, Planning Commission meeting. The application is also scheduled for the November 17, 2020, Board of County Commissioners public hearing agenda.

B. **Planning Commission findings**. LDR Section 20-1433 provides that before any Special Exception use shall be recommended for approval to the Board of County Commissioners, the Planning Commission shall make a written finding that the granting of the Special Exception Use will not adversely affect the public interest, that the specific requirements governing the individual Special Exception Use, if any, have been met by the applicant, and that satisfactory provisions and arrangements have been made concerning twelve (12) matters, where applicable. These 12 matters and staff's evaluation of conformance with these matters is addressed below.

1. *Compliance with all elements of the Comprehensive Plan.* The 2040 Future Land Use Map shows the subject property is located within the Rural/Agricultural Land Use district (See Exhibit B). This application is in **conformance** with all elements of the Comprehensive Plan.

   Future Land Use Element

   Objective 1.3: Rural/Agricultural Land 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.*

   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. 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*

   Policy 1.3.8: *Phosphate mining/extraction and related land uses are allowed in the Rural/Agriculture land use category only when the area is included in the Generalized Phosphate Mining Overlay Designation and in accordance with the Generalized Phosphate Mining Overlay Designation objective and*

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

policies, as well as other policies within the Future Land Use Element and Conservation Element which apply to phosphate mining activity.

Though not expressly stated, DeSoto County has always interpreted its Rural/Agricultural land use category to include excavations. This is evident in Policy 1.3.1 which requires additional setbacks for more intense uses, and in Policy 1.3.8 which provides for phosphate mining, the most intense form of excavation, within the Rural/ Agricultural land use category. DeSoto's zoning code, which is intended to implement the comprehensive plan, expressly permits excavations as a special exception use.

The proposed excavation avoids all wetlands. Potential impacts to wetlands in the vicinity of the proposed excavation were modeled and studies by Progressive Water Resources. The report is provided as part of this application. Progressive Water Resources concluded:

> The modeling scenarios performed as part of the proposed Boran Ranch Excavation were evaluated for potential impacts associated with the planned dewatering of the proposed 79.70- acre excavation to a depth of 31.5 feet bls. The results of the groundwater flow simulations indicate that the predicted impact from dewatering the proposed mining excavation is effectively contained using the proposed HBD (hydraulic barrier ditch) as designed. The maximum predicted drawdown at the nearest wetlands outside of the active project area is less than 0.1 feet for the simulated dewatering scenario in which the HBD was utilized. Therefore, adverse impacts to environmental features including wetlands and adverse impacts to adjacent property owners are not anticipated as long as the HBD system is constructed, operated and maintained as designed

The use of hydraulic barrier ditches furthers Objective 1.3's intent to prevent the creation of conditions which would endanger, damage or destroy the environmental resources of the County.

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.*

Policy 1.12.9: *Resource extraction which will result in an adverse effect on environmentally sensitive areas which cannot be restored or mitigated for shall be prohibited.*

Policy 1.12.10: *Wetlands, rivers, streams, floodplains, habitat of threatened or endangered species and species of special concern, prime agricultural lands, prime groundwater recharge areas, historically significant sites or other environmentally sensitive areas which cannot be restored shall be identified*

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

by a property owner or developer prior to any development approval, and protected by a prohibition on mining activities within those areas and the establishment of buffer zones around them. Properties within the Generalized Phosphate Mining Overlay Designation as shown in FLUEMS-9, shall restore, mitigate, or reclaim such areas consistent with the requirements of the Generalized Phosphate Mining Designation (Future Land Use Element Objective 1.12b and its related policies) and the County's Phosphate Mining Ordinance.

The proposed excavation is completely located within an upland area, avoids all wetlands and protects proximate wetlands with substantial wetland buffers and through the use of a hydraulic barrier ditch.

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

The proposed excavation is located within a 4.347.41 acre ranch and is almost two miles from the nearest home. Other than agricultural uses, its nearest neighbors are a mitigation bank and the regional water authority's reservoir, both of which are about to undertake significant earth moving activities.

Policy 1.17.6: Curb cuts and points of access to the transportation system shall be minimized. Developments shall be required to share driveways and provide cross access between adjacent properties.

The haul route has one point of access onto C.R. 769. The haul route is shared with the neighboring mitigation bank.

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

The excavation property is located adjacent to C.R. 769, a collector road. The traffic study conducted by TR Transportation Consultants, Inc. and submitted as part of this application concludes:

Based upon the roadway link Level of Service analysis conducted as part of this report for the proposed request, the subject site meets the requirements set forth by Desoto County Comprehensive Plans and Land Development Regulations in that there is sufficient capacity available to accommodate the new trips that will be generated by the proposed excavation project.

Transportation Element

Objective 1.1: *Level of Service. The County shall adopt and adhere to level of service standards for arterial and collector streets. Policy 1.1.1: Service Standards. The County establishes the following peak hour /peak directional*

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

level of service standards for collector, arterial, local, and limited access facilities in the County.

ROADWAY TYPE	*STATE ROAD URBANIZED AREA*	*STATE ROAD OUTSIDE URBANIZED AREA*	*COUNTY ROAD*
Limited Access Facilities	*D*	*C*	*D*
Controlled Access Highway	*D*	*C*	*D*
Other Multi-Lane Roads	*D*	*C*	*D*
Two Lane Roads	*D*	*C*	*D*

Policy 1.1.2: *Level of Service Maintenance. The County shall maintain levels of service through its concurrency management system. Roads at or below the level of service shall be monitored at an even higher level to prevent future Level of Service deterioration.*

The traffic study conducted by TR Transportation Consultants, Inc. and submitted as part of this application concludes:

Based upon the roadway link Level of Service analysis conducted as part of this report for the proposed request, the subject site meets the requirements set forth by Desoto County Comprehensive Plans and Land Development Regulations in that there is sufficient capacity available to accommodate the new trips that will be generated by the proposed excavation project.

Conservation Element

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.*

Policy 1.4.5: *Buffer zones shall serve as protection to surface water from intrusive activities and impacts of development.*

The plan set for the proposed excavation, submitted as part of this application, establishes buffer zones around all adjacent wetlands.

Policy 1.4.7: *DeSoto County shall require all new development within the County to conform to the drainage level of service standards and design criteria of Southwest Florida Water Management District.*

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

The Applicant shall obtain a permit from the Southwest Florida Water Management District for all excavation activities prior to the start of construction.

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 to construction; unique habitat; endangered species of wildlife and plants; significant historic structures and/or sites; has been conducted.*

Policy 1.5.16: *The County shall require the developer to have a qualified professional to identify and certify the limits of all wetlands on the development plan to identify and certify the limits of all wetlands on the development plans.*

An environmental assessment of the property was conducted by EarthBalance and is included as part of this application. The assessment found that the site contains no protected species or evidence of protected species utilization which would require permits from the U.S. Fish and Wildlife Service or the Florida Wildlife Commission. The site does contain some isolated wetlands. The concept plan for the proposed excavation would not impact any wetlands located on the site.

Policy 1.7.6: *DeSoto County shall require surface mines and excavation pits to be reclaimed in an environmentally sound fashion following the cessation of mining/excavation activities.*

Policy 1.7.7: *Mine/Excavation areas converted to pond or lake areas should be designed to resemble a natural pond with littoral zone shelves and contours; a deep open-water limnetic zone (open water where photosynthesis can occur) free of rooted emergent and submersed vegetation; and, where feasible, a buffer of upland vegetation.*

Policy 1.7.8: *Mine/Excavation areas shall be returned to their natural configuration through the replanting of native trees, shrubs, and understory vegetation.*

The plan set for the proposed excavation, submitted as part of this application, contain reclamation plans consistent with the above policies.

Policy 1.7.9: *Mine/Excavation operators shall be required to demonstrate a workable reclamation plan and proof of financial responsibility before excavation permits are issued.*

The plan set for the proposed excavation, submitted as part of this application, contain a workable reclamation plan. The Applicant shall enter into an

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

assurance agreement with the County and provide financial assurance to assure complete reclamation of the excavation site as required by Section 20-1006(c) of the DeSoto County, FL Code of Ordinances.

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.*

An environmental assessment of the property was conducted by EarthBalance and is included as part of this application. The assessment found that the site contains no protected species or evidence of protected species utilization which would require permits from the U.S. Fish and Wildlife Service or the Florida Wildlife Commission. The site does contain some isolated wetlands. The concept plan for the proposed excavation would not impact any wetlands located on the site.

2. *Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe*.

    a. Automotive safety and convenience. Ingress and egress was addressed elsewhere in this report.
    b. Pedestrian safety and convenience. This property is located in the Rural/Agricultural Land Use District and does not have pedestrian facilities available.
    c. Traffic flow and control. Ingress and egress was addressed elsewhere in this report.
    d. Access in case of fire or catastrophe. The Development Plan shows ingress and egress to the property. Fire department access road shall be a minimum of 20' wide, turn radius shall be 35' and dead-ends not permitted more than 150' without approved turnaround. Fire department access roads shall remain unobstructed. The County Engineer notes that the applicant should coordinate with DeSoto County Fire Inspector to discuss emergency access. Based on the above, the application is in **conformance** with this factor, if the requirements are imposed.

3. *Off-street parking and loading areas, where required, and economic, noise, vibration, dust, glare or odor effects of the Special Exception on adjoining properties and properties generally in the district*. Issues generally related to off-street parking and loading has been addressed elsewhere in this report.

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

a. Economic impacts. The application suggest that there will be minimal effects on the adjoining properties. Based on the above, it is concluded the application is in **conformance** with this factor.

b. Noise impacts. The application suggests that negative noise impacts to the adjoining properties will be minimal. Based on the above, it is concluded the application is in **conformance** with this factor because noise impacts will not rise to the level of being bothersome.

c. Vibration impacts. The application suggests that no blasting or rock crushing is proposed therefore no vibration effects are anticipated. It is concluded the application is in **conformance** with this factor.

d. Dust impacts. The application suggests the proposed excavation will have a slight impact on air quality in the area surrounding the excavation and haul road up to an approximate half mile.

   During the dry season the exposed surface layer of earth allows medium to large size particles to be released into the atmosphere which can be carried by wind to other areas at a rate of 0.2 m/s to 0.5 m/s. To reduce dust emissions the contractor will take extra measures by watering and grading the haul road to prevent a nuisance.

   Stockpiles/Sorting – stockpiles/sorting will occur within the project limits and should be placed so as not to add any additional sediment to the construction. During the dry season stockpile areas will be watered weekly to reduce dust emissions. Stockpile areas are to be located in the designated areas per the development plans. If stockpiles are exposed beyond thirty (30) days they are to be mulched and/or seeded. To further reduce dust emissions stockpiles can be located in the excavation cell during the construction phase. Please also refer to the Best Management Practices in the Development Plans. Once the excavation has commenced it will be the contractor's responsibility to maintain the haul road, stockpiles, excavation cells, hydraulic barriers, etc. All activities shall be recorded and kept in the contractor's daily log. This shall include the watering events, erosions problem areas, accidents, safety procedures, etc. Based on the above, it is concluded the application is in **conformance** with this factor.

e. Glare impacts. Glare is a visual sensation caused by excessive and uncontrolled brightness. The application suggests that there will be no glare impacts to the adjoining properties. The excavation will not utilize any on site lighting. Based on the above, it is concluded the application is in **conformance** with this factor.

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

f. Odor impacts. The application suggests that there will be no odor effects anticipated from the excavation. Based on the above, it is concluded the application is in **conformanc**e with this factor.

4. *Utilities, with reference to locations, availability and compatibility*. Utilities were addressed elsewhere in this report.

5. *Screening and buffering with reference to type, dimensions and character*. Screening and buffering were addressed elsewhere in this report.

6. *Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district*. Signs and lighting were addressed elsewhere in this report.

7. *Required yards and other open space*. The proposed excavation operations maintain the following yards required by Section 20- 1007(b) of the DeSoto County Land Development Regulations:

a. 300 feet from any property line. The top of bank of excavation is a minimum of 300 feet from the property line.

b. 400 feet from any state highway or current or existing County arterial or collector road identified in the County's Comprehensive Plan - C.R. 769 is over 9,000 feet from the nearest boundary of the excavation operations;

c. 1,000 feet from any land use other than rural/agricultural or rural/residential future land use boundary at the time of application and from any zoning other than Agricultural 10 (A-10) or Industrial (I-L or I-H) – the excavation operations are over 3,400 feet from Low Density Residential land use;

d. 2,500 lineal feet measured in a straight-line method from any portion of a school site to any portion of an excavation site - There are no school sites in the vicinity of the excavation;

e. 1,000 lineal feet measured in a straight-line method from any residence (above 30 percent on the tax rolls) to any portion of the excavation site - The nearest residence (Gant) is over 6,000 feet from the boundary of the excavation operations; and

f. One mile from any other excavation site – there are no other excavation sites within one mile of the subject excavation operations: The nearest excavation is located at 3785 C.R. 769, over 5 miles from the subject property. The adjacent mitigation bank and the Regional Water Authority's reservoir are exempted from the provisions of Division 3 – Excavation

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

Management and are therefore not considered excavations from which the one mile separation applies.

8. *General compatibility with adjacent properties and other property in the district*. Table 1 and Figure 1 show the subject property is located within an Agricultural-10 (A-10) zoning district.

TABLE 1
LAND USE AND ZONING

DIRECTION	EXISTNG USE	LAND USE	ZONING
SITE	VACANT/AGRICULTURE	RA	A-10
NORTH	VACANT LAND	RA	A-10
SOUTH	VACANT LAND	RA	A-10
EAST	VACANT LAND	RA	A-10
WEST	VACANT LAND	RA	A-10

Sources:.DeSoto County Property Appraiser (2019); DeSoto County Geographic Information System maps.

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

9. *Any special requirements set out in the zoning district regulations for the particular use involved*. The Development Director finds the LDR does impose special requirements in the A-10 zoning district with regard to Type IV excavation. Type IV excavation permitting is a multi-step process that must conform to the DeSoto County Land Development Regulations. Based on the above, it is concluded the application is **in conformance** with this factor and must be addressed during the Improvement Plan process.

10. *Public and private utilities, structures, or uses required for public or private utilities, including but not limited to wastewater, gas, electric, and telephone utilities, sanitary landfills, and radio and television stations and towers may be permitted only as a special exception use unless determined by the Board to be essential service. In addition to items 1 through 9 above, the review of the request for a Special Exception Use shall include consideration of a plan showing all improvements or alterations that are proposed for the utilities or facilities. The proposed location of such utilities or facilities shall be such as not to be injurious to the health, safety, and welfare of the public or surrounding*

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

property owners, and shall protect the character of the surrounding property and maintain the stability of residential, commercial, manufacturing, agricultural, educational, cultural, and recreational areas within the County. The public benefit to be derived, the need for the proposed facilities, the existence of suitable alternative locations, potential impacts to surface or ground water drinking supplies, and whether the facility can properly be located on the site and in the development which it is to service shall also be taken into consideration where appropriate. Conditions in the form of screening, landscaping, or other site development restrictions may be imposed to protect the health, safety and welfare of the public or surrounding property owners. The special exception use application is not for a private or public utility. Thus, this factor or criteria is **not applicable**.

11. *The proposed use shall not act as a detrimental intrusion into the surrounding area*. The application suggests shall not act as a detrimental intrusion into the surrounding area. The site is located with the Rural Agricultural Lnd Use and is situated in a large tract of land. The Development Director concludes the application is in **conformance** with this factor.

12. *The proposed use shall meet the performance standards of the district in which the proposed use is permitted*. The A-10 zoning district does not establish minimum performance standards for the applicant's request. Thus, this factor or criteria is **inapplicable**.

Sec. 20-1005 – Type IV Special Exception Review Criteria

The approval of the special exception permit application for a Type IV application shall depend on the following determinations by the Board of County Commissioners in addition to the special exception provisions on Article XI, Division 5 of this chapter:

(1) That there are less than 15 active Type IV excavation operations (including those existing excavation areas that would be classified as such today) in the County;
There are currently two (2) active Type IV excavations operations in DeSoto County.

(2) That there are not more than six Type IV excavation operations (including those existing excavation areas that would be classified as such today) already using the same collector or arterial roadways or segments within the County as part of their primary haul route;
There are no Type IV excavation operations utilizing the proposed haul route. There is one other Type IV excavation utilizing CR 769.

(3) That any post development plan will have a positive future impact to the surrounding properties and the community;
The plan set for the proposed excavation, submitted as part of this application, contain reclamation plans consistent with the requirements of Se. 20-1007(p) of the DeSoto County Code of Ordinances. Post excavation, the resulting lake will be used to support the ongoing agricultural operations on the Boran Ranch

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

and for recreational purposes by the property owners.

(4) That the application has indicated minimized negative impacts to the adjoining property owners; and

All required setbacks are maintained. Setbacks from residential properties are far in excess of the requirements. The applicant has submitted studies establishing that the excavation will have no impacts on protected plants and species, wetlands, groundwater resources or transportation facilities. Procedures to minimize dust will be implemented. The proposed excavation is located within a 4347.41 acre ranch and is over one (1) mile from the nearest home. Other than agricultural uses, its nearest neighbors are a mitigation bank and the regional water authority's reservoir.

(5) The application has me all of the requirements herein.

The requirements of Division 3. Excavation Management, DeSoto County, Code of Ordinances have been met. The applicant has submitted a completed application for Special Exception, a full set for proposed excavation, including reclamation plans, required buffers, haul rout details and hydraulic barrier details. Studies examining the impacts of the proposed excavation on protected plant and animal species, wetlands, groundwater resources and traffic accompany this application.

In conclusion, based upon the totality of the circumstances as documented herein, the Development Director finds the application includes material necessary to demonstrate, with competent substantial evidence, that granting of the special exception use will not adversely affect the public interest, that the specific requirements governing the individual special exception use application have been met by the applicant, and that satisfactory provisions, arrangements or conditions have been made concerning the above 12 factors and the 5 additional review criteria.

C. **Public notice requirements**. LDR Section 20-1439(c) requires notice of the date, time and place of the public hearings by the Planning Commission and Board of County Commissioners shall:

1. Be sent at least 10 days in advance of the hearings by mail to ten surrounding property owners or all owners of property within 1,000 feet of the property line of the land subject to the special exception use application; and

2. Have at least one sign posted on each road frontage; and

3. Be advertised in a newspaper of general circulation in DeSoto County at least 10 days prior to each public hearing.

The Development Department staff caused written notice of the hearings to be mailed to all property owners and such notice is on filed with the Development Department and incorporated herein by reference.

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

ATTACHMENTS

Exhibit A: General Location Map

Exhibit B: Interim 2040 Future Land Use Map, Excerpt

Exhibit C: Official Zoning District Atlas, Excerpt

Exhibit D: LDR Sec. 20-1006 and Sec. 20-1007

Exhibit E: Boran Ranch Excavation Plan

RECOMMENDED CONDITIONS

1. The Final Construction Plan submittal shall include Fire department access road shall be a minimum of 24’ wide. A detail shall be provided of the access road load limit.

2. Proposed structure shall comply with all applicable Florida Building and Fire Codes.

3. Fire Flow shall be provided for fire suppression and shall be demonstrated on the Improvement Plan.

4. Structures shall comply with the Florida Building and Florida Fire Prevention Codes for occupancy classification.

5. It is the applicant's responsibility to obtain any state or federal permits required for the subject activities.

6. All final construction plans for the excavation permit must comply with the DeSoto County Land Development Regulations, Sec 20-1006. Type II, III and IV construction plan submittal.

7. All final submittals must comply with the DeSoto County Land Development Regulations, Sec 20-1007 Type II, III and IV minimum design standards and requirements.

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)

8. This special exception use shall be expire within five years of the effective date of this resolution but may be extended for additional five-year periods upon a Board finding that circumstances have not materially changed, Sec. 20-1434(c).

ALTERNATIVE ACTIONS

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

B. Enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing, adopt the findings and conclusions contained herein and make a recommendation to the Board of County Commissioners to deny the proposed Resolution.

C. Enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing, amend the findings and conclusions contained herein to support any necessary conditions, and make a recommendation to the Board of County Commissioners to adopt the proposed Resolution with the conditions.

D. Enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing, identify any additional data and analysis needed to support the proposed Resolution, and make a recommendation to the Board of County Commissioners to table for up to six months in order to allow staff time to provide the identified data and analysis needed to make an informed recommendation on the proposed Resolution.

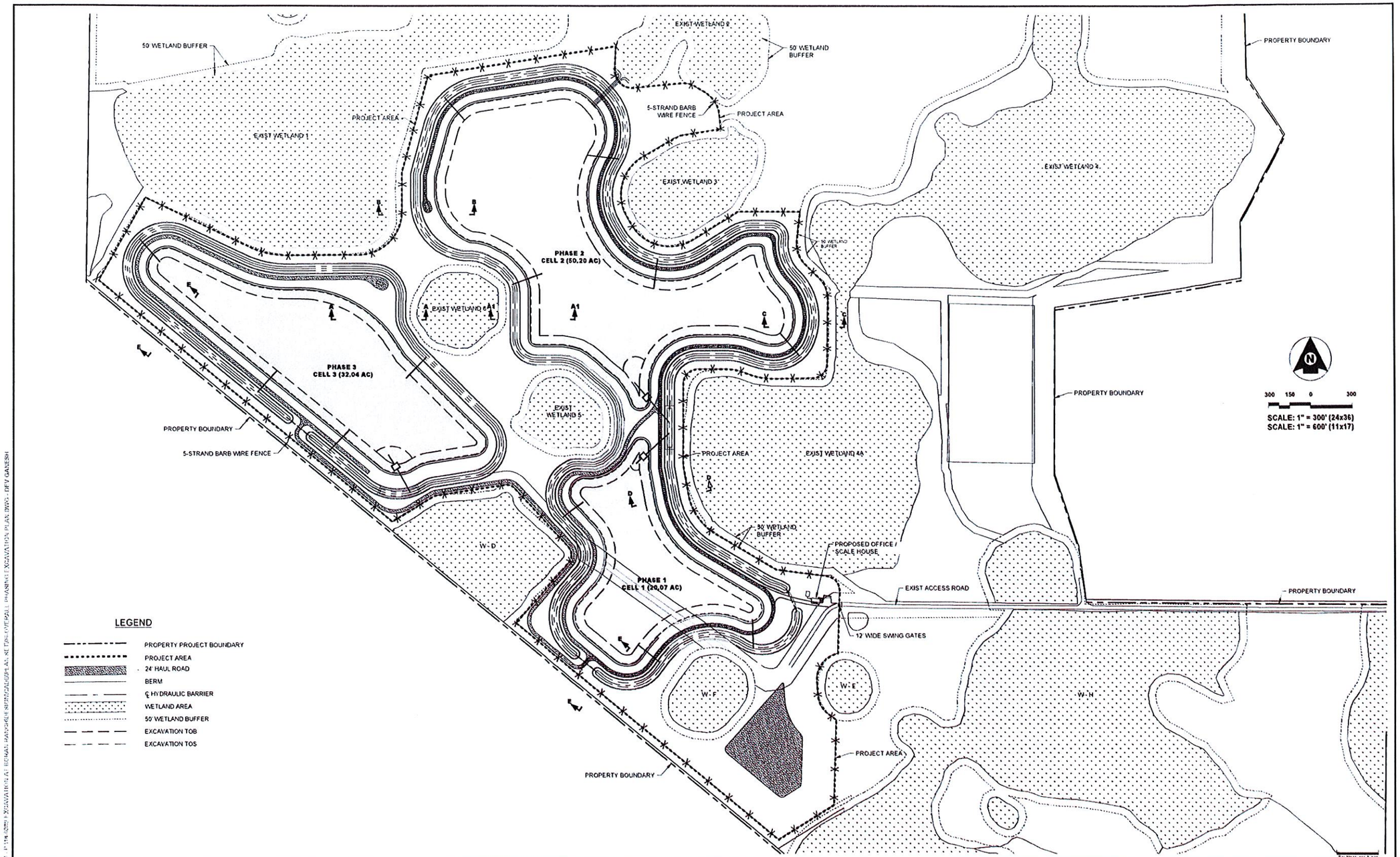
RECOMMENDED ACTION

A. Recommendation. The Development Director recommends the DeSoto County Planning Commission enter into the record the Development Review Report and all other competent substantial evidence presented at the hearing, and a recommendation to the Board of County Commissioners to adopt the findings and conclusions contained herein and adopt the proposed Resolution with conditions.

B. Planning Commission: Scheduled for November 5, 2020

C. Board action. Scheduled for November 17, 2020

Attachment: Boran Ranch SE Staff Report 2 (3474 : Resolution/Boran Ranch)



SED Southwest Engineering & Design
660 Charlotte Street, Suite 8
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Tel. (941) 637-9655 | Fax (941) 637-1149
www.sedfl.com
Certificate of Authorization No. 26551

REV.	DATE	BY	CK'D	DESCRIPTION

Project No.:	18-0389
Project Manager:	KHR
Project Engineer:	GWB
Project Designer:	SEG
Checked By:	GWB
Approved By:	GWB

BORAN RANCH RESERVOIR
OVERALL PHASING EXCAVATION PLAN

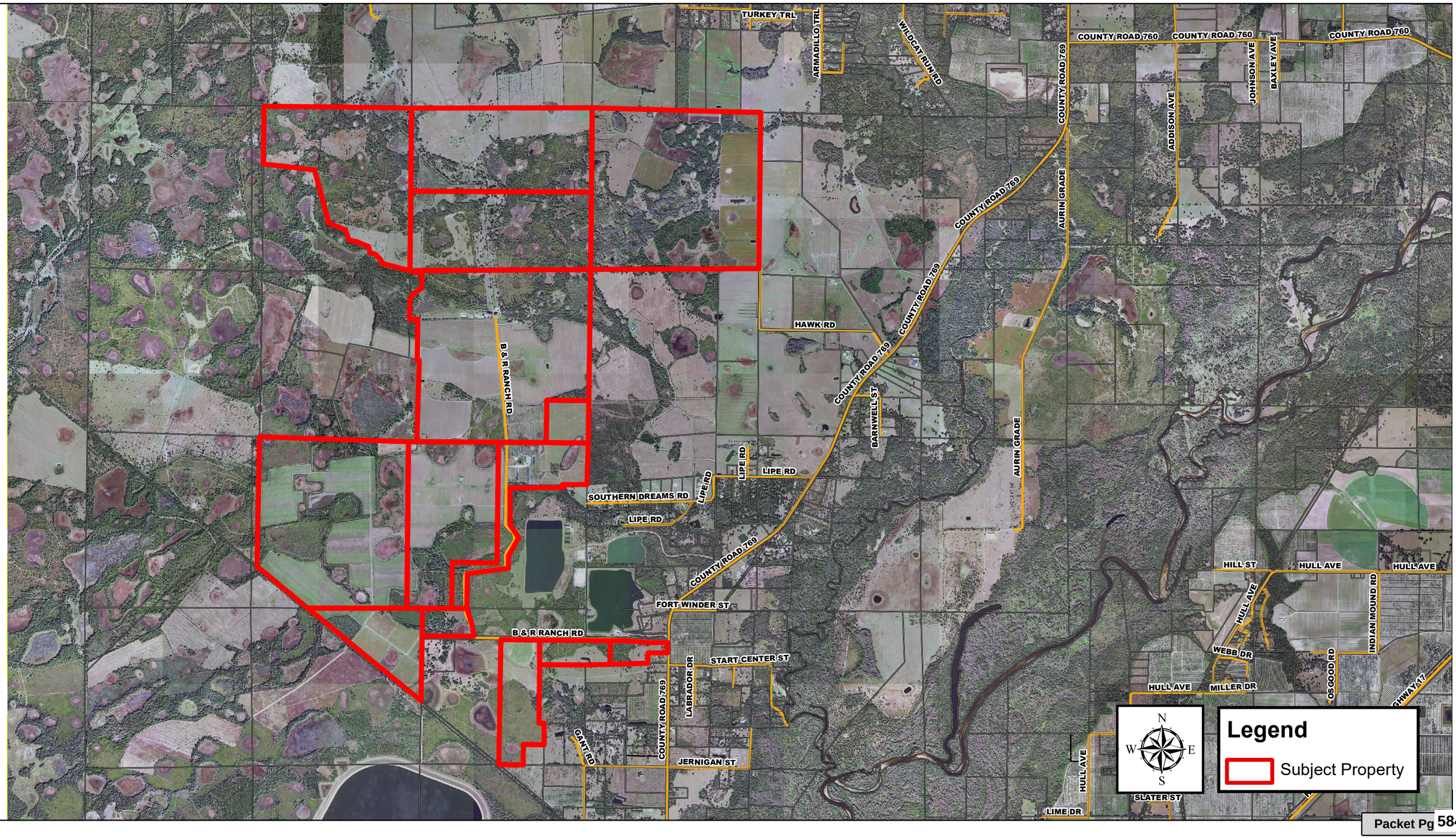
DESOTO COUNTY SECTION 32, TOWNSHIP 38 SOUTH, RANGE 23 EAST FLORIDA

GARY W. BAYNE, P.E.
FLORIDA REG No. 62474

DATE: 07/30/20 SCALE: AS NOTED
SHEET 6 of 21
PROJECT No.: 18-0389

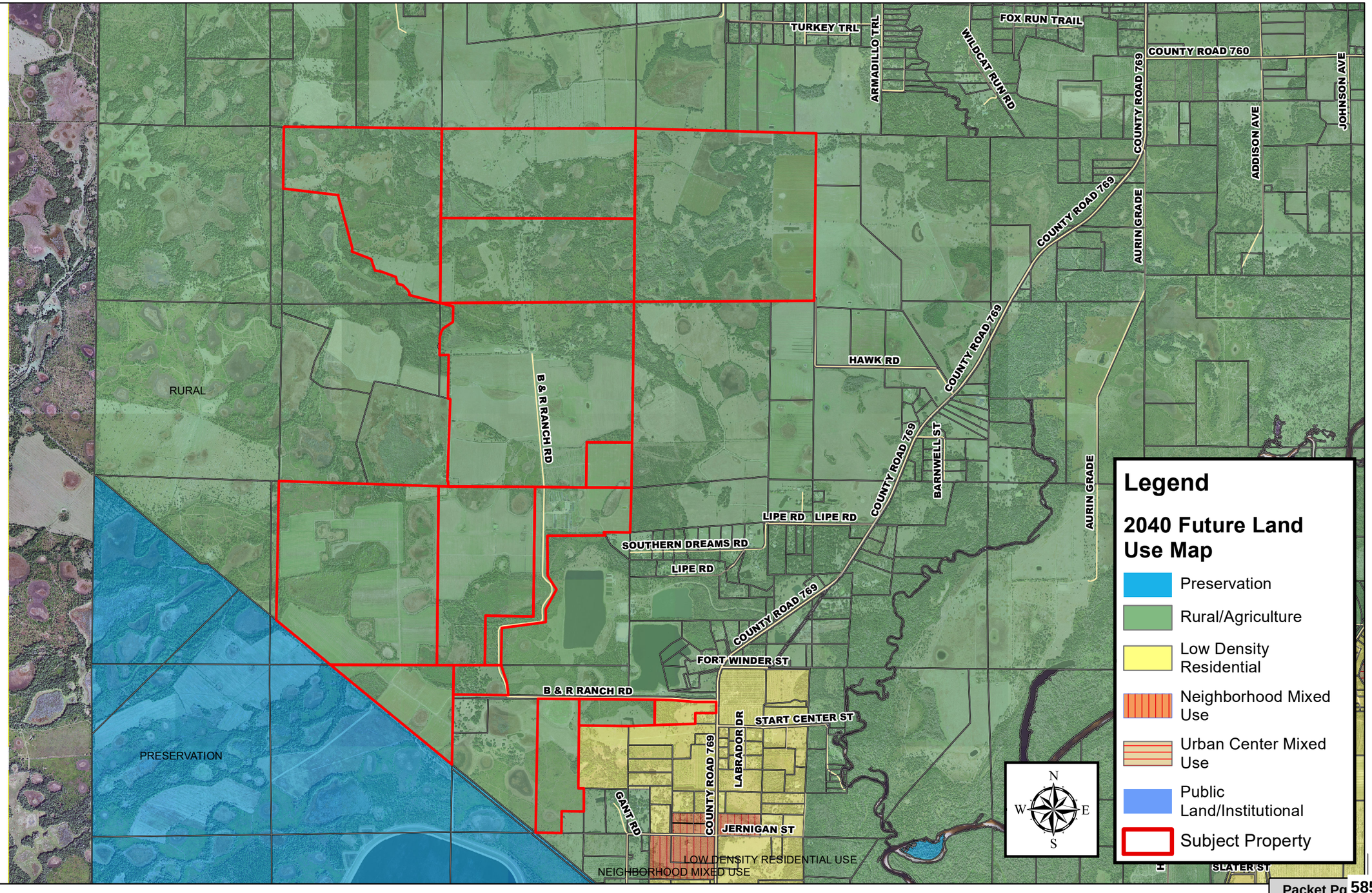
Attachment: BORAN RANCH SITE PLAN (3474 : Resolution/Boran Ranch)

LOCATION MAP
USE-0042-2020 BORAN RANCH
EXHIBIT A



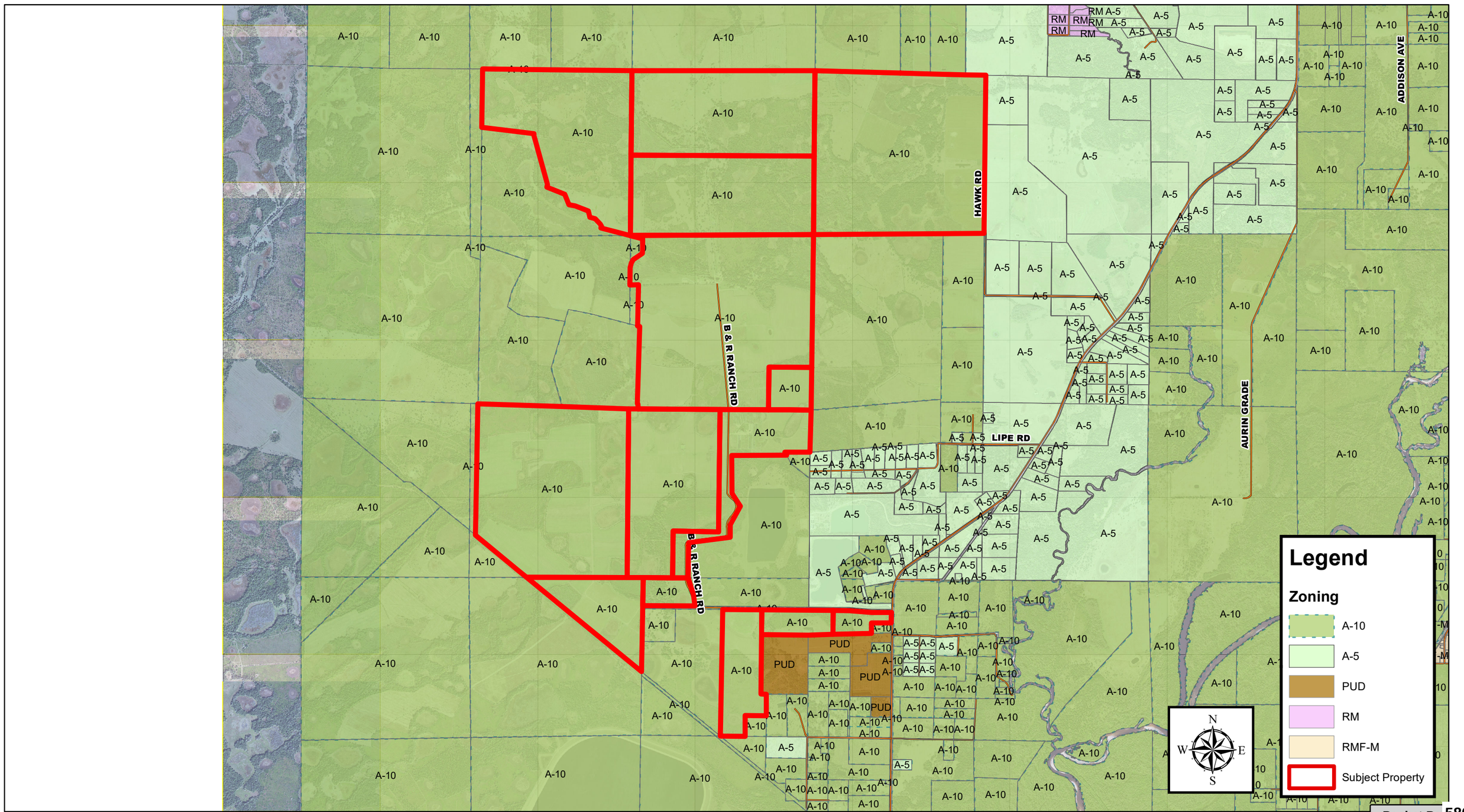
Attachment: Exhibit A Map (3474 : Resolution/Boran Ranch)

LAND USE MAP
USE-0042-2020 BORAN RANCH
EXHIBIT B



Attachment: Exhibit B Map (3474 : Resolution/Boran Ranch)

ZONING MAP
USE-0042-2020 BORAN RANCH
EXHIBIT C



Attachment: Exhibit C Map (3474 : Resolution/Boran Ranch)

DESOTO COUNTY, FLORIDA
RESOLUTION NO. 2025- ___

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A 5-YEAR TIME EXTENSION FOR A SPECIAL EXCEPTION USE DEVELOPMENT ORDER (USE-0042-2020) FOR THE SPANISH TRAIL LAND AND CATTLE COMPANY (PREVIOUSLY GRANTED TO MICHAEL BORAN) WITH CONDITIONS TO ALLOW WITHIN THE AGRICULTURAL 10 (A-10) ZONING DISTRICT A TYPE IV EXCAVATION IN ACCORDANCE WITH SEC. 20-996 ON A 4,347.51 ACRE PROPERTY WITH A 276 ACRE PROJECT AREA, LOCATED AT 10356 B & R RANCH ROAD, ARCADIA, FLORIDA, THE PROPERTY IDENTIFICATION NUMBERS BEING 04-39-23-0000-0105-0000, 04-39-23-0000-0104-0000, 04-39-23-0000-0103-0000, 04-39-23-0000-0012-0000, 05-39-23-0000-0020-0000, 32-38-23-0000-0020-0000, 33-38-23-0000-0010-0000, 33-38-23-0000-0020-0000, 28-38-23-0000-0020-0000, 28-38-23-0000-0010-0000, 21-38-23-0000-0020-0000, 22-38-23-0000-0010-0000, 21-38-23-0000-0010-0000, 20-38-23-0000-0010-0000; INCORPORATING THE WHEREAS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Spanish Trail Land and Cattle Company, LLC ("Spanish Trail" or the "Applicant") property owner, requests a 5-year time extension of a previously approved Special Exception use (USE-0042-2020) (Resolution No. 2020-83) for a Type IV Excavation Permit (Exhibit A), originally approved for Michael Boran on November 17, 2020; and

WHEREAS, condition 8 of Resolution No 2020-83, provides that "[t]his special exception use shall expire within five years of the effective date of this resolution but may be extended for additional five-year periods upon a Board finding that circumstances have not materially changed, Sec. 20-1434(c)"; and

WHEREAS, based upon the aforementioned condition, the subject Special Exception use (USE-0042-2020) will expire on November 17, 2025, and

WHEREAS, the applicant states, "the drawing package submitted remains unchanged and are still in accordance with Special Exception USE-0042-2025", as shown in Exhibit B; and

WHEREAS, as shown on Exhibit C (Warranty Deed) Spanish Trail purchased the subject property from Michael Boran on March 24, 2021, and the land is generally located at 10356 B & R Ranch Road; and

WHEREAS, Spanish Trail applied for an Improvement Plan (SITE-0148-2024) on August 06, 2024, which is pending approval; and

WHEREAS, the Development Director prepared a memorandum addressing the factor set forth in Condition 7 of Resolution No. 2020-83 that the DeSoto County Board of County Commissioners ("Board") must consider when making a determination as to whether to provide an extension of the Special Exception Use, to wit, whether circumstances have materially changed; and

WHEREAS, on October 28, 2025, the Board held a duly noticed public hearing on the applicant's request for an extension, and the Board considered the Development Review Report, 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 circumstances have not materially changed since the initial Special Exception use approval pursuant to Resolution No. 2020-83 and that a 5 year extension is appropriate.

NOW, THEREFORE BE IT RESOLVED BY THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS 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 requested time extension for USE-0042-2020 (Special Exception for a Type IV Excavation Permit) for property identified with Parcel Identification Numbers 04-39-23-0000-0105-0000, 04-39-23-0000-0104-0000 ; 04-39-23-0000-0103-0000, 04-39-23-0000-0012-0000, 05-39-230000-0020-0000, 32-38-23-0000-0020-0000, 33-38-23-0000-0010-0000, 33-38-23-0000-0020-0000, 28-38-23-0000-0020-0000, 28-38-23-0000-0010-0000, 21-38-23-0000-0020-0000, 22-38-23-0000-0010-0000, 21-38-23-0000-0010-0000, 20-38-23-0000-0010-0000, is hereby granted for a 5-year term subject to the following conditions:

1. The Final Construction Plan submittal shall include Fire department access road, which shall be a minimum of 24' wide. A detail shall be provided of the access road load limit.

2. Proposed structure(s) shall comply with all applicable Florida Building and Fire Codes.

3. Fire Flow shall be provided for fire suppression and shall be demonstrated on the Improvement Plan.

4. Structures shall comply with the Florida Building and Florida Fire Prevention Codes for occupancy classification.

5. It is the applicant's responsibility to obtain any state or federal permits required for the subject activities.

6. All final submittals, including the Improvement Plan and Final Excavation Plan for the excavation permit, must comply with minimum design standards and requirements for Type IV excavations as set forth in Division 2 "Excavation Management" of Article IX "Ancillary Regulations" of Chapter 20 of the DeSoto County Land Development Regulations.

7. This special exception use shall expire within five years of the effective date of this resolution but may be extended for additional five-year periods upon a Board finding that circumstances have not materially changed, Sec. 20-1434(c).

8. The applicant shall install flashing "Trucks Entering Roadway" signs in each direction on County Road 769 in accordance with DeSoto County Engineering Standards.

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

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 28th day of October, 2025.

ATTEST:

By: _____
Mandy Hines, County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
JC Deriso, Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente
County Attorney

EXHIBIT A

2020-83 A Resolution granting a Special Exception to Michael Boran located at 10356 B&R Rach Rd.

Adopted November 17, 2020

DESOTO COUNTY, FLORIDA
RESOLUTION NO. 2020- 83

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS GRANTING TOMICHAEL BORAN A SPECIAL EXCEPTION USE DEVELOPMENT ORDER WITH CONDITIONS TO ALLOW WITHIN THE AGRICULTURAL 10 (A-10) ZONING DISTRICT A TYPE IV EXCAVATION IN ACCORDANCE WITH SEC. 20-996 ON A 4,347.51 ACRE PROPERTY WITH A 276 ACRE PROJECT AREA, LOCATED AT 10356 B & R RANCH ROAD, ARCADIA, FLORIDA, THE PROPERTY IDENTIFICATION NUMBERS BEING 04-39-23-0000-0105-0000, 04-39-23-0000-0104-0000 ; 04-39-23-0000-0103-0000, 04-39-23-0000-0012-0000, 05-39-230000-0020-0000, 32-38-23-0000-0020-0000, 33-38-23-0000-0010-0000, 33-38-23-0000-0020-0000, 28-38-23-0000-0020-0000, 28-38-23-0000-0010-0000, 21-38-23-0000-0020-0000, 22-38-23-0000-0010-0000, 21-38-23-0000-0010-0000, 20-38-23-0000-0010-0000; INCORPORATING THE WHEREAS CLAUSES; INCORPORATING THE DEVELOPMENT DEPARTMENT REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Michael Boran is the owner of the property totaling 4,347.51 acres generally located at 10356 B & R Ranch Road; and

WHEREAS, a special exception use application (USE 0042-2020) to allow for Type IV Excavation in accordance with the DeSoto County Land Development Regulations Sec. 20-996 was filed with the Development Department; and

WHEREAS, the Development Director determined the application was complete and has caused the application to be distributed to the Development Review Committee for review and comments; and

WHEREAS, a Development Department Report was prepared and the report concluded that the special exception use established through substantial competent evidence, the application for a Type IV Excavation in accordance with Sec. 20-996 is in harmony with the LDRs general intent and purpose, is not injurious to the adjoining properties, or is not otherwise detrimental to the public welfare based on the findings herein and conditions of approval; and

WHEREAS, on November 5, 2020, the Planning Commission held a duly noticed public hearing on the application and entered into the record the Development Department Report and all other substantial competent evidence presented at the hearing, and forward the record to the Board of County Commissioners (Board) with the recommendation that the Board adopt the proposed Resolution with conditions; and

WHEREAS, on November 17, 2020, the Board of County Commissioners (Board) held a duly noticed public hearing on the application and entered into the record the Development Department Report and all other substantial competent evidence presented at the Planning Commission and Board hearings; and

WHEREAS, the Board concluded the special exception use application established through substantial competent evidence the application for a Type IV Excavation in accordance with Sec. 20-996, is in harmony with the LDRs general intent and purpose, is not injurious to the adjoining properties, or is otherwise detrimental to the public welfare based on the findings herein and conditions of approval; and

NOW, THEREFORE BE IT RESOLVED BY THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS 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 Development Department Report, incorporated herein by reference, represents the written findings of fact and conclusions of law to support granting to Mr. Michael Boran a special exception use (USE 0042-2020) development order to allow within the Agricultural 10 (A-10) zoning district for a Type IV Excavation in accordance with Sec. 20-996, on a 4,347.51 acre property with a 276 are project area located at10356 B & R Ranch Road, Arcadia, Florida, the Property Identification Number 04-39-23-0000-0105-0000, 04-39-23-0000-0104-0000 ; 04-39-23-0000-0103-0000, 04-39-23-0000-0012-0000, 05-39-230000-0020-0000, 32-38-23-0000-0020-0000, 33-38-23-0000-0010-0000, 33-38-23-0000-0020-0000, 28-38-23-0000-0020-0000, 28-38-23-0000-0010-0000, 21-38-23-0000-0020-0000, 22-38-23-0000-0010-0000, 21-38-23-0000-0010-0000, 20-38-23-0000-0010-0000, subject to the following conditions:

1. The Final Construction Plan submittal shall include Fire department access road shall be a minimum of 24' wide. A detail shall be provided of the access road load limit.

2. Proposed structure shall comply with all applicable Florida Building and Fire Codes.

3. Fire Flow shall be provided for fire suppression and shall be demonstrated on the Improvement Plan.

4. Structures shall comply with the Florida Building and Florida Fire Prevention Codes for occupancy classification.

5. It is the applicant's responsibility to obtain any state or federal permits required for the subject activities.

6. All final construction plans for the excavation permit must comply with the DeSoto County Land Development Regulations, Sec 20-1006. Type II, III and IV construction plan submittal.

7. All final submittals must comply with the DeSoto County Land Development Regulations, Sec 20-1007 Type II, III and IV minimum design standards and requirements.

8. This special exception use shall be expire within five years of the effective date of this resolution but may be extended for additional five-year periods upon a Board finding that circumstances have not materially changed, Sec. 20-1434(c).

9. The applicant shall install flashing "Trucks Entering Roadway" signs in each direction on County Road 769 in accordance with DeSoto County Engineering Standards.

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

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 17th day of November, 2020.

ATTEST:

By: Mandy Hines
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By:
Juril O. Mansfield
Chairman

Approved as to form and legal sufficiency:

By:
Donald D. Conn
County Attorney

EXHIBIT B

September 22, 2025

To whom it may concern,

Spanish Trail Land and Cattle Company, LLC (STLCC) is seeking an extension for the Boran Ranch Reservoir, located at 10356 B & R Ranch Road. The original Special Exception for the Boran Ranch Reservoir was granted to Michael Boran on November 17, 2020.

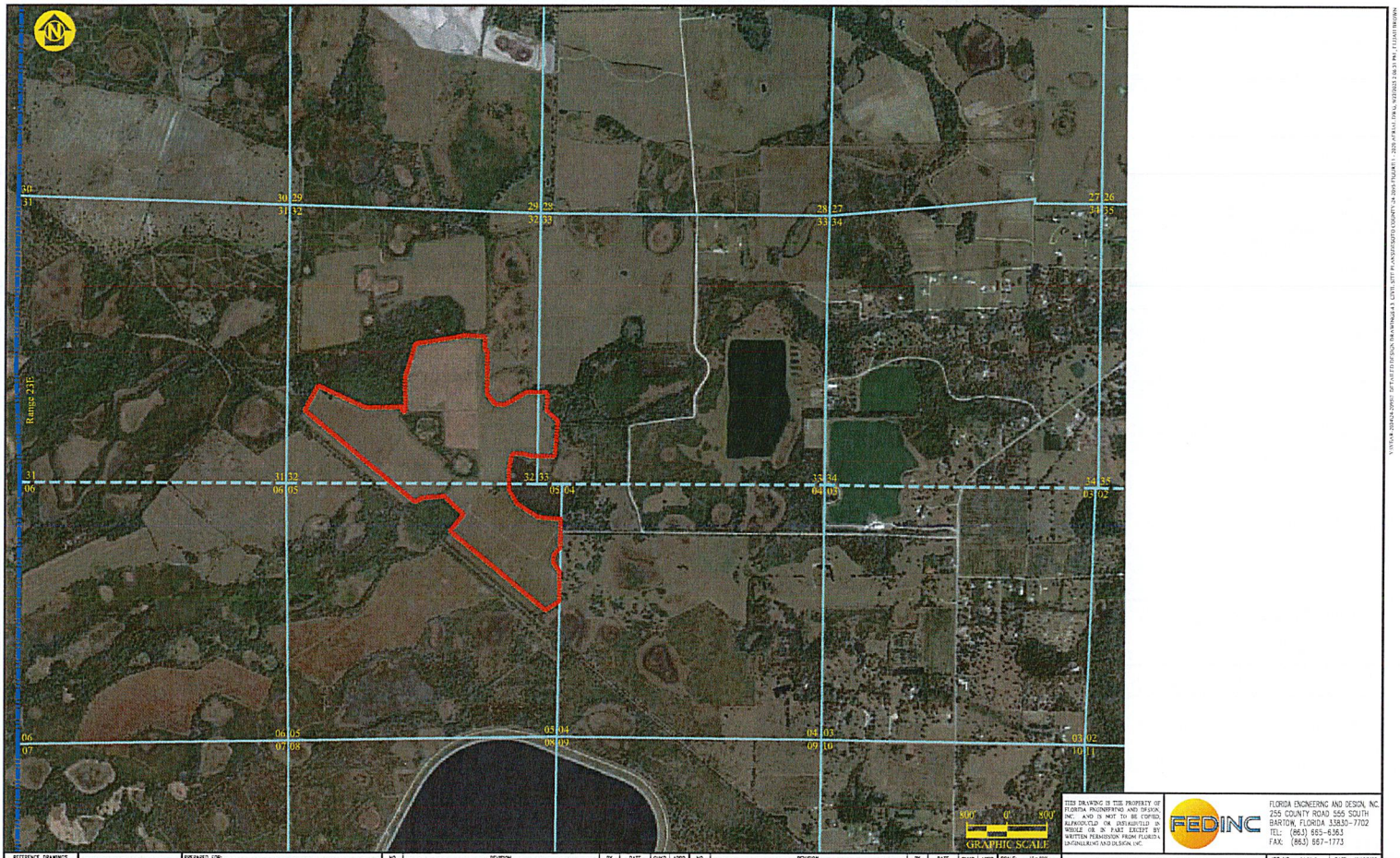
STLCC acquired the Boran Ranch from Michael Boran in March 2021. In August 2024, STLCC, in collaboration with Florida Engineering and Design, Inc. (FEDINC), initiated the permitting process for the Boran Ranch, which is presently in progress as the expiration date of the Special Exception approaches.

The Special Exception may be extended in increments of five years, contingent upon the absence of any materially changed circumstances. The plans for the reservoir remain consistent with previous approvals. The total area of the ranch encompasses 4,347.51 acres, with a designated project area of 276 acres. Furthermore, the surrounding environment has demonstrated stability, and no new neighboring developments have emerged. Importantly, no changes have occurred at Boran Ranch, demonstrating effective project management and instilling confidence in the project's continuity.

Enclosed with this letter are aerial maps of the proposed mining site, along with the surrounding properties. The aerial images are designated as Figure 1 for the year 2020 and Figure 2 for the year 2025. These photographs verify the statements made in the preceding sections.

John D'Aiello

John D'Aiello A.M. ASCE
Secretary/Treasurer
Project Engineer



REFERENCE DRAWINGS

ENGINEER DATE

P.E. No.

PREPARED FOR:
Spanish Trail Land and Cattle Company, LLC
735 E. Venice Ave. Suite 205
Venice, Florida 34285

NO.	REVISION	BY	DATE	CHKD	APPD

NO.	REVISION	BY	DATE	CHKD	APPD
0	ISSUED FOR INFORMATION	STB	04/22/2025	JBD	AS

SCALE: 1" = 800'
DESIGNED BY: STB
DRAWN BY: LTD
CHECKED BY: JBD
APPD BY: AS
APPD BY:

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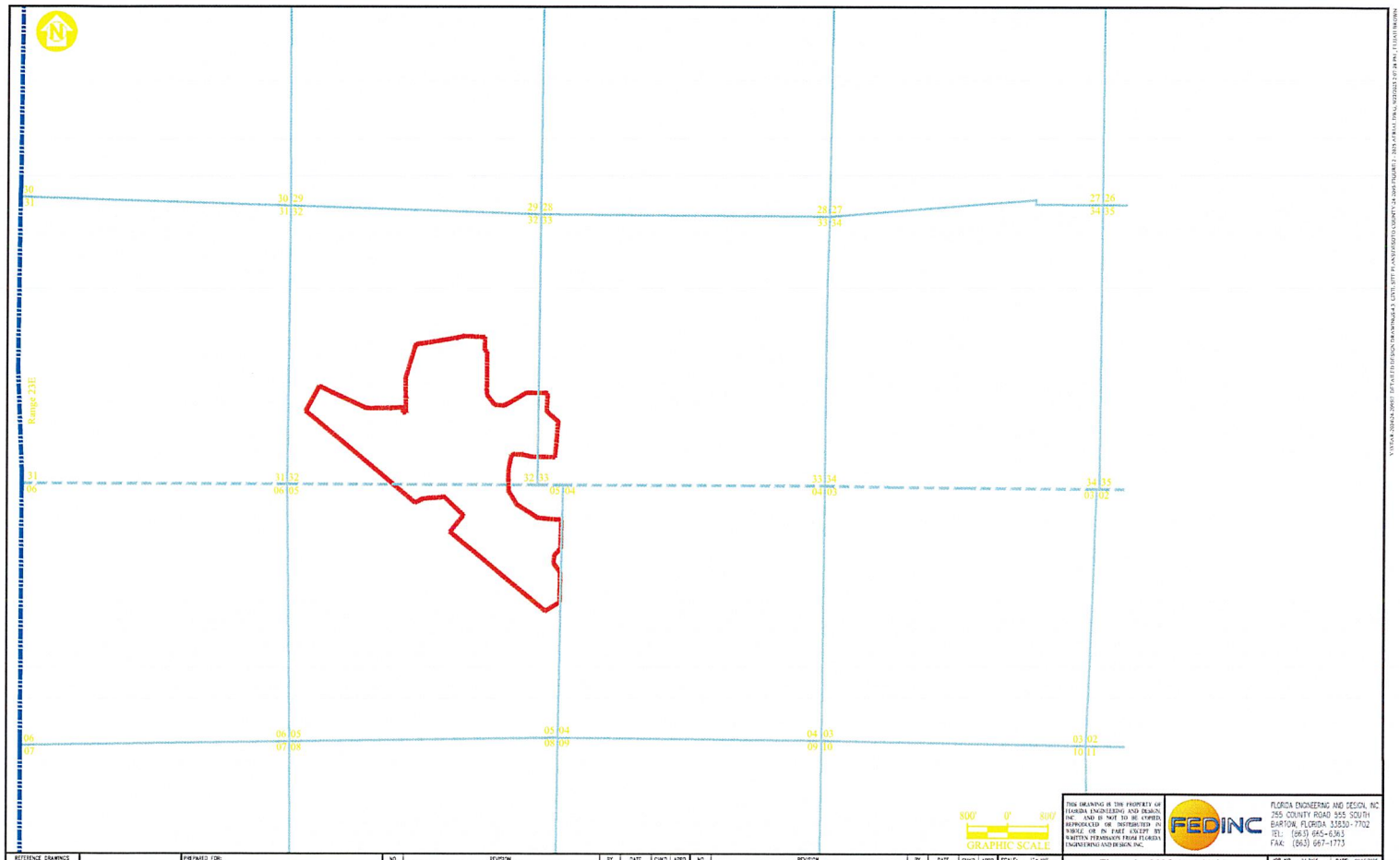
FEDINC

FLORIDA ENGINEERING AND DESIGN, INC.
255 COUNTY ROAD 555 SOUTH
BARTOW, FLORIDA 33830-7702
TEL: (863) 655-6363
FAX: (863) 667-1773

Figure 1 - 2020 Aerial Map
Boran Ranch Reservoir
Development Plans
Desoto County, Florida

JOB NO. 24-2095 DATE: 08/07/2025
FILE NAME: 24-2095-Figure 1
DWG NO. Figure 1
SHEET NO: REV. NO. 0



REFERENCE DRAWINGS

ENGINEER DATE

F.E. No.

PREPARED FOR:
Spanish Trail Land and Cattle Company, LLC
735 E. Venice Ave. Suite 205
Venice, Florida 34285

NO.	REVISION	BY	DATE	CHK'D	APP'D
1	ISSUED FOR INFORMATION	RTB	04/22/2025	JBD	AS

NO.	REVISION	BY	DATE	CHK'D	APP'D

SCALE: 1" = 800'
DESIGNED BY: RTB
DRAWN BY: RTB
CHECKED BY: JBD
APP'D BY: AS
APP'D BY

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FLORIDA ENGINEERING AND DESIGN, INC
765 COUNTY ROAD 664 SOUTH
BARTOW, FLORIDA 33830-7702
TEL: (863) 665-6363
FAX: (863) 667-1773

Figure 2 - 2025 Aerial Map
Boran Ranch Reservoir
Development Plans
Desoto County, Florida

JOB NO. 24-2045 | DATE: 04/15/2025
FILE NAME: 24-2045 Figure 2
DWG NO. Figure 2
SHEET NO: | REV. NO. 1

Consideration: $27,500,000.00
Documentary Stamps: $192,500.00
Recording Fee: ~~$18.50~~ 69.50

EXHIBIT C

Prepared by
C. Neil Gregory, Esq.
Bond, Schoeneck & King, PLLC
4001 Tamiami Trail North Suite 105
Naples, FL 34103

File Number: **416764**

Inst: 202114002062 Date: 03/26/2021 Time: 8:52 AM
Nadia K. Daughtrey,
Clerk of Court Desoto, County, By: RB
Deputy Clerk Doc Stamp-Deed: 192500.00

Parcel Identification Numbers:
R 04-39-23-0000-0010-0000; R 04-39-23-0000-0012-0000; R 04-39-23-0000-0101-0000; R 04-39-23-0000-0102-0000; R 04-39-23-0000-0103-0000; R 04-39-23-0000-0104-0000; R 04-39-23-0000-0105-0000; R 05-39-23-0000-0020-0000; R 15-38-23-0000-0030-0000; R 17-38-23-0000-0011-0000; R 20-38-23-0000-0010-0000; R 21-38-23-0000-0010-0000; R 21-38-23-0000-0020-0000; R 22-38-23-0000-0010-0000; R 26-38-23-0000-0017-0000; R 28-38-23-0000-0020-0000; R 29-38-23-0000-0010-0000; R 32-38-23-0000-0020-0000; R 33-38-23-0000-0010-0000; R 14-38-23-0191-00C0-0030; R 33-38-23-0000-0020-0000; R 28-38-23-0000-0010-0000

Thomas C. Tyler, Jr., P.A.
735 E. Venice Avenue, Suite 200
Venice, FL 34285

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **March 24, 2021** between **Michael J. Boran, joined by his spouse, Joyce Boran** whose post office address is **10346 B&R Ranch Road, Arcadia, FL 34269** of the County of **DeSoto**, State of **Florida**, grantor*, and **Spanish Trail Land and Cattle Company, LLC, a Florida limited liability company** whose post office address is **735 E. Venice Avenue #200, Venice, FL 34285** of the County of **Sarasota**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **DeSoto County, Florida**, to-wit:

Exhibit "A" attached.

Subject to easements, restrictions and reservations of record and ad valorem taxes for the year 2021 and subsequent years.

Joyce Boran joins in this deed solely for the purpose of conveying any right, title and interest which she may have in the property. Joyce Boran does not join in any of the warranties of title.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence (as to both):

Cynthia S. Corwin
(Signature of Witness #1)
Print Name: Cynthia S. Corwin

Michael J. Boran (Seal)
Michael J. Boran

(Signature of Witness #2)
Print Name:

Joyce Boran (Seal)
Joyce Boran

State of Florida
County of St Johns

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 19th day of March, 2021 by Michael J. Boran and Joyce Boran, who [_] are personally known or [✓] have produced _ FLORIDA _____ driver's licenses as identification.

[Notary Seal]

CYNTHIA S. CORWIN
MY COMMISSION # GG 922617
EXPIRES: October 14, 2023
Bonded Thru Notary Public Underwriters

Cynthia S. Corwin
Notary Public

Printed Name: Cynthia S. Corwin

My Commission Expires: 10/14/2023

FILE NO.: 21024643

EXHIBIT A

PARCELS 1, 3, 4, 5 & 6:

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST DESOTO COUNTY, DESCRIBED AS FOLLOWS.

BEGIN AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA; THENCE SOUTH 00°57'57" WEST ALONG WEST LINE OF SAID SECTION 4, 986.42 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF 100.00 FEET EASEMENT RUNNING EAST; THENCE SOUTH 89°26'34.5" EAST ALONG SOUTH LINE OF SAID EASEMENT, 5270.22 FEET TO A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 23 EAST; THENCE SOUTH 89°41'16" EAST ALONG SOUTH LINE OF SAID EASEMENT INTO SAID SECTION 3, 1305.33 FEET; THENCE SOUTH 85°13'38" EAST ALONG SOUTH LINE OF SAID EASEMENT, 716.18 FEET; THENCE NORTH 89°49'11" EAST ALONG SOUTH LINE OF SAID EASEMENT, 620.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD NO. 761 FORMERLY STATE ROAD NO. 761); THENCE SOUTH 00°33'11" WEST, 330.00 FEET; THENCE SOUTH 89°49'11" WEST, 620. FEET; THENCE SOUTH 00°33'11" WEST, 330.00 FEET; THENCE SOUTH 88°02'34" WEST, 2019.83 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 3; THENCE NORTH 89°20'32" WEST IN SAID SECTION 4, 1478.09 FEET; THENCE SOUTH 00°32'06" WEST, 1914.79 FEET; THENCE SOUTH 89°14'19" EAST, 169.92 FEET; THENCE SOUTH 00°59'35" WEST, 660.54 FEET; THENCE NORTH 89°34'09" WEST, 654.54 FEET; THENCE SOUTH 01°22'21" WEST, 657.39 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4; THENCE NORTH 89°17'25" WEST ALONG SAID SOUTH LINE, 782.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF ABANDONED ATLANTIC COAST LINE RAILROAD; THENCE NORTH 50°42'11" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, 3239.89 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 4; THENCE NORTH 00°57'57" EAST ALONG SAID WEST LINE, 1998.24 FEET TO POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL ALSO KNOWN AS ALL OR A PART OF THE FOLLOWING LOTS IN SECTION 3, TOWNSHIP 39 SOUTH, RANGE 23 EAST; LOTS 13 THRU 20, INCLUSIVE AND LOTS IN SECTION 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST ARE LOTS 9 THRU 24 INCLUSIVE, LOTS 27 THRU 38 INCLUSIVE, LOTS 43 THRU 48 INCLUSIVE AND LOTS 50 THRU 54 INCLUSIVE, AND LOTS 60 AND 61, FLORIDA TOWNSITE COMPANY OF FLORIDA LANDS, AS RECORDED IN PLAT BOOK 4, PAGE 53, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA.

AND

BEGIN AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST; THENCE SOUTH 0°57'57" WEST ALONG WEST LINE OF SAID SECTION 4, 886.42 FEET TO POINT OF BEGINNING; THENCE CONTINUE SAME LINE, 100.0 FEET; THENCE SOUTH 89°26'34.5" EAST, 5270.22 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 4; THENCE SOUTH 89°41'16" EAST INTO SECTION 3, TOWNSHIP 39 SOUTH, RANGE 23 EAST, 1305.33 FEET; THENCE SOUTH 85°13'38" EAST 716.18 FEET; THENCE NORTH 89°49'11" EAST 620.0 FEET TO WEST RIGHT-OF-WAY OF COUNTY #761 (FORMERLY S.R. #761); THENCE NORTH 0°33'11" EAST ALONG SAID WEST RIGHT-OF-WAY, 100.0 FEET; THENCE SOUTH 89°49'11" WEST, 620.0 FEET; THENCE NORTH 85°13'38" WEST, 716.16 FEET; THENCE NORTH 89°41'16" WEST, 1305.56 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 3; THENCE NORTH 89°26'34.5" WEST INTO SAID SECTION 4, 5269.29 FEET TO POINT OF BEGINNING.

LESS AND EXCEPT:

BEGIN AT THE NW CORNER OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA; THENCE S 00 DEGREES 57' 57" W ALONG WEST LINE OF SAID SECTION 4,

986.42 FEET TO A POINT ON THE SOUTH LINE OF A 100.00 FOOT EASEMENT RUNNING EAST FOR POINT OF BEGINNING; THENCE S 89 DEGREES 26' 34.5" E ALONG SOUTH LINE OF SAID EASEMENT, 1043.57 FEET; THENCE SOUTH 00 DEGREES 57' 57" W AND PARALLEL TO THE WEST LINE OF SAID SECTION 4, 1043.57 FEET; THENCE N 89 DEGREES 26' 34.5" W, 1043.57 FEET TO WEST LINE OF SAID SECTION 4; THENCE N 00 DEGREES 57' 57" E ALONG SAID WEST LINE, 1043.57 FEET TO POINT OF BEGINNING.

PARCELS 2 & 20:

THE NORTH 1/2 OF NE 1/4 OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 23 EAST (A/K/A LOTS 5 TO 12, INCLUSIVE, IN FLORIDA TOWNSITE COMPANY, MAP OF FARM LANDS NEAR PLATT, FLORIDA AS PER MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT IN AND FOR DESOTO COUNTY, FLORIDA IN PLAT BOOK 4, PAGE 53).

AND

A PART OF THE S 3/4 OF THE E 1/2 AND THE SE 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 23 EAST (A/K/A LOTS 21 TO 28, INCLUSIVE, LOTS 37 TO 44, INCLUSIVE, LOTS 51 TO 62, INCLUSIVE IN FLORIDA TOWNSITE COMPANY MAP OF FARM LANDS NEAR PLAN, FLORIDA AS PER MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR DESOTO COUNTY, FLORIDA IN PLAT BOOK 4, PAGE 53). MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT OCCUPIED AND ESTABLISHED AS NE CORNER OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, THENCE S 01 DEGREES 33' 36" W ALONG THE EAST LINE OF SAID SECTION 33, 1339.91 FEET TO THE NE CORNER OF SAID S 3/4 OF THE E 1/2; THENCE N 88 DEGREES 52' 54" W ALONG THE NORTH LINE OF SAID TRACT 792.00 FEET FOR POINT OF BEGINNING; THENCE CONTINUE N 88 DEGREES 52' 54" W 1843.38 FEET TO THE NW CORNER OF SAID SOUTH 3/4 OF EAST 1/2; THENCE SOUTH 01 DEGREES 29' 29" WEST ALONG THE WEST LINE OF SAID SOUTH 3/4 OF EAST 1/2 2673.41 FEET TO THE NE CORNER OF SAID SE 1/4 OF SW 1/4; THENCE N 88 DEGREES 44' 34" W ALONG THE NORTH LINE OF SAID SE 1/4 OF SW 1/4 1324.51 FEET TO THE NW CORNER OF SAID SE 1/4 OF SW 1/4; THENCE S 01 DEGREES 05' 45" W ALONG THE WEST LINE OF SAID SE 1/4 OF SW 1/4, 1339.85 FEET TO THE SW CORNER OF SAID SE 1/4 OF SW 1/4; THENCE S 88 DEGREES 44' 31" E ALONG THE SOUTH LINE OF SAID SE 1/4 OF SW 1/4, 107.31 FEET; THENCE N 00 DEGREES 57' 52" E 1113.88 FEET; THENCE N 82 DEGREES 20' 26" E 1333.86 FEET; THENCE N 00 DEGREES 01' 54" W 398.54 FEET; THENCE N 29 DEGREES 06' 48" E 667.83 FEET; THENCE N 33 DEGREES 20' 55" W 487.70 FEET; THENCE N 00 DEGREES 27' 13" W 1205.75 FEET; THENCE S 88 DEGREES 52' 53" E 1820.34 FEET; THENCE N 28 DEGREES 08' 54" W 111.53 FEET TO POINT OF BEGINNING.

AND

A PART OF THE NORTH 1/2 OF THE NORTH 3/4 OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST (A/K/A LOTS 1 TO 8, INCLUSIVE AND PART OF LOTS 9 TO 16, INCLUSIVE IN FLORIDA TOWNSITE COMPANY, MAP OF FARM LANDS NEAR PLATT, FLORIDA, AS PER MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT IN AND FOR DESOTO COUNTY, FLORIDA IN PLAT BOOK 4, PAGE 53). MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID SECTION 4, FOR POINT OF BEGINNING; THENCE S 01 DEGREES 46' 03" W ALONG THE WEST LINE OF SAID N 1/2 OF N 3/4 OF N 1/2, 888.42 FEET TO THE SW CORNER OF SAID N 1/2 OF N 3/4 OF N 1/2; THENCE S 88 DEGREES 38' 28" E ALONG THE S LINE OF SAID N 1/2 OF N 3/4 OF N 1/2 1656.98 FEET TO A POINT 3612.31 FEET W OF THE SE

CORNER OF SAID N 1/2 OF N 3/4 OF N 1/2; THENCE N 07 DEGREES 11' 58" W 365.31 FEET; THENCE N 17 DEGREES 30' 40" W, 536.72 FEET; THENCE N 00 DEGREES 57' 52" E, 19.79 FEET TO A POINT ON THE NORTH LINE OF SAID N 1/2 OF N 3/4 OF N 1/2; THENCE N 88 DEGREES 44' 31" W ALONG THE NORTH LINE OF SAID N 1/2 OF N 3/4 OF N 1/2, 1422.57 FEET TO POINT OF BEGINNING.

PARCELS 7, 18 & 19:

THE NORTH 1/2 AND ALL THAT PART OF THE SOUTH 1/2 EAST OF TAMPA SOUTHERN RAILROAD RIGHT-OF-WAY OF SECTION 32; THE NORTH 1/2 OF THE NW 1/4 AND THE SOUTH 1/2 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 AND THE WEST 1/2 OF THE SW 1/4 OF SECTION 33; ALL IN TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA AND ALL THAT PART NORTH OF ABANDONED RIGHT-OF-WAY OF ACL RR IN SECTION 5, TOWNSHIP 39 SOUTH, RANGE 23 EAST.

PARCELS 8, 9 & 14:

ALL OF SECTION 22, TOWNSHIP 38 SOUTH, RANGE 23 EAST AS PER SURVEY BY GORDON HAYES, JR., RECORDED IN PLAT BOOK 6, PAGE 70, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA AND ALSO IN ACCORDANCE WITH A SURVEY BY WILLIAM C. MANLEY AS REFERENCED IN OFFICIAL RECORDS BOOK 284, PAGE 458.

PARCEL 10:

A PARCEL OF LAND LYING IN SECTIONS 16 AND 17, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD WITH PLASTIC CAP STAMPED LS4410 MARKING THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA; THENCE S 89 DEGREES 34' 38" E ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE 407.76 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED 1956 FOR A POINT OF BEGINNING; THENCE CONTINUE S 89 DEGREES 34' 38" E ALONG SAID SOUTH SECTION LINE AND ITS EASTERLY EXTENSION THEREOF, A DISTANCE OF 2541.20 FEET; THENCE N 00 DEGREES 03' 51" E A DISTANCE OF 29 FEET MORE OR LESS TO THE INTERSECTION WITH A 4 FOOT HIGH BARBED WIRE FENCE; THENCE N 89 DEGREES 50' 22" W ALONG SAID BARBED WIRE FENCE A DISTANCE OF 2541.00 FEET; THENCE S 00 DEGREES 29' 03" W A DISTANCE OF 19.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCELS 11, 12 & 17:

ALL OF SECTIONS 20 AND 29 AND THE NORTH 1/2 OF SECTION 21, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA. LESS AND EXCEPT THAT PART CONVEYED IN DEEDS RECORDED IN O.R. BOOK 457, PAGE 19; O.R. BOOK 471, PAGE 819; O.R. BOOK 533, PAGE 2554 AND O.R. BOOK 564, PAGE 2541, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA.

PARCELS 13 & 15:

COMMENCE AT A CONCRETE MONUMENT OCCUPIED AND ESTABLISHED AS THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 38 SOUTH, RANGE 23 EAST; THENCE NORTH 89 DEGREES 49 MINUTES 42 SECONDS WEST, 1318.13 FEET TO A CONCRETE MONUMENT FOR POINT OF BEGINNING; THENCE NORTH 89 DEGREES 02 MINUTES 20 SECONDS WEST 1318.84 FEET TO A CONCRETE MONUMENT OCCUPIED AND ESTABLISHED AS THE SOUTH 1/4 CORNER TO SAID SECTION 28; THENCE NORTH 88 DEGREES 28 MINUTES 36 SECONDS WEST 2704.47 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 87 DEGREES 57 MINUTES 32 SECONDS WEST ALONG SOUTH LINE OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 23 EAST,

81.97 FEET; THENCE NORTH 1 DEGREE 56 MINUTES 03 SECONDS EAST, 5780.0 FEET; THENCE CONTINUE NORTH 1 DEGREE 56 MINUTES 03 SECONDS EAST, 2442.82 FEET; THENCE SOUTH 88 DEGREES 49 MINUTES 32.4 SECONDS EAST, 5367.535 FEET; THENCE SOUTH 1 DEGREE 29 MINUTES 11 SECONDS WEST, 2451.12 FEET TO A CONCRETE MONUMENT ON OLD FENCE LINE; THENCE SOUTH 1 DEGREE 43 MINUTES 18.5 SECONDS WEST, 4436.40 FEET TO A CONCRETE MONUMENT AT FENCE CORNER; THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST 1316.50 FEET TO A CONCRETE MONUMENT AT FENCE CORNER; THENCE SOUTH 1 DEGREE 09 MINUTES 17 SECONDS WEST, 1314.32 FEET TO A POINT OF BEGINNING. ALSO KNOWN AS THE SOUTH 1/2 OF SECTION 21 AND ALL OF SECTION 28, LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 THEREOF, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA.

PARCEL 16:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA.

PARCEL 23:

BEGIN AT THE NW CORNER OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA; THENCE S 00 DEGREES 57' 57" W ALONG WEST LINE OF SAID SECTION 4, 986.42 FEET TO A POINT ON THE SOUTH LINE OF A 100.00 FOOT EASEMENT RUNNING EAST FOR POINT OF BEGINNING; THENCE S 89 DEGREES 26' 34.5" E ALONG SOUTH LINE OF SAID EASEMENT, 1043.57 FEET; THENCE SOUTH 00 DEGREES 57' 57" W AND PARALLEL TO WEST LINE OF SAID SECTION 4, 1043.57 FEET; THENCE N 89 DEGREES 26' 34.5" W, 1043.57 FEET TO WEST LINE OF SAID SECTION 4; THENCE N 00 DEGREES 57' 57" E ALONG SAID WEST LINE, 1043.57 FEET TO POINT OF BEGINNING.

AND

THE EAST 100 ACRES OF THE SE 1/4 OF SECTION 15, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA.

AND

THE WEST 1/2 OF SE 1/4 OF SE 1/4 OF NE 1/4 OF SECTION 15, TOWNSHIP 38 SOUTH, RAND 23 EAST, DESOTO COUNTY, FLORIDA, ALSO KNOWN AS: LOT 3, BLOCK C, HIDDEN ACRES, AN UNRECORDED PLAT.

TOGETHER WITH THAT CERTAIN CATTLE EASEMENT RECORDED IN O.R. INSTRUMENT NO. 202114001401, OF THE PUBLICE RECORDS OF DESOTO COUNTY, FLORIDA.

LESS & EXCEPT:

PARCEL 21: A.K.A. "FGT PARCEL", PER O.R.B. 457, PG 19, DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29 RUN S 00 DEGREES 21' 23" W FOR 643.42 FEET TO AN IRON ROD AND CAP STAMPED "GS2 LB 6830" (CIR); THENCE RUN S 71 DEGREES 35' 39" E FOR 1566.02 FEET TO A CIR; THEN RUN S 15 DEGREES 21' 24" W FOR 611.67 FEET TO A CIR AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN S 52 DEGREES 37' 22" E FOR 929.84 FEET TO A CIR; THEN

RUN S 33 DEGREES 14' 20" E FOR 320.42 FEET TO A CIR; THEN RUN S 71 DEGREES 50' 27" E FOR 65.13 FEET TO A CIR; THENCE RUN N 85 DEGREES 57' 12" W FOR 616.54 FEET TO A CIR; THENCE RUN N 71 DEGREES 21' 10" W FOR 184.31 FEET TO A CIR; THENCE RUN N 54 DEGREES 41' 30" W FOR 403.02 FEET TO A CIR; THENCE RUN N 15 DEGREES 21' 24" E FOR 536.56 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

"PARCEL A", PER O.R.I. 201414004449 (A.K.A. "BORAN RANCH PHASE I"), DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 38 SOUTH, RANGE 23 EAST OF SAID COUNTY, RUN N.89°49'42"W., ALONG THE SOUTH LINE OF SAID SECTION 28 FOR 1318.13 FEET TO A CONCRETE MONUMENT; THENCE RUN N.89°26'26"W FOR 4,177.84 FEET TO AN IRON ROD WITH CAP STAMPED "GS2 LB 6830" (CIR); THENCE RUN N.88°47'07"W, FOR 2,414.48 TO A CIR AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, CONTINUE N.88°47'07"W. FOR 2,611.87 FEET TO A 3"X3" CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE RUN N.00°46'46"E. FOR 1,686.11 FEET TO AN IRON ROD WITH CAP STAMPED "LB 1956"; THENCE RUN N.00°36'04" FOR 3,382.43 FEET TO A CIR; THENCE RUN S.71°35'39"E FOR 1,566.02 FEET TO A CIR; THENCE RUN S.15°21'24"W. FOR 1,148.23 FEET TO A CIR; THENCE RUN S.54°41'30"E FOR 403.02 FEET; THENCE RUN S.71°21'10"E. FOR 184.31 FEET TO A CIR; THENCE RUN S.85°57'12"E. FOR 616.54 FEET TO A CIR; THENCE RUN S.79°25'10"E. FOR 450.77 FEET; THENCE RUN S.16°08'50"W. FOR 987.37 FEET; THENCE RUN S.16°18'56"W. FOR 966.54 FEET; THENCE RUN S.14°34'24"E FOR 261.66 FEET; THENCE RUN S.16°05'04" FOR 734.93 FEET; THENCE RUN S.17°47'14"E. FOR 281.75 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

"PARCEL B", PER O.R.I. 201414004449 (A.K.A. "BORAN RANCH PHASE II"), DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 38 SOUTH, RANGE 23 EAST OF SAID COUNTY RUN N 89 DEGREES 49' 42" W ALONG THE SOUTH LINE OF SAID SECTION 28 FOR 1,318.13 FEET TO A CONCRETE MONUMENT; THENCE RUN N 89 DEGREES 26' 26" W FOR 4,177.84 FEET TO AN IRON ROD WITH CAP STAMPED "GS2 LB 6830" (CIR) AND THE POINT OF BEGINNING.
FROM SAID POINT OF BEGINNING RUN N 88 DEGREES 47' 07" W FOR 2,414.48 FEET TO A CIR; THENCE RUN N 17 DEGREES 47' 14" W FOR 281.75 FEET; THENCE RUN N 16 DEGREES 05' 04" W FOR 734.93 FEET; THENCE RUN N 14 DEGREES 34' 24" W FOR 261.66 FEET; THENCE RUN N 16 DEGREES 18' 56" E FOR 966.54 FEET; THENCE RUN N 16 DEGREES 08' 50" E FOR 987.37 FEET; THENCE RUN S 79 DEGREES 25' 10" E FOR 711.98 FEET TO A CIR; THENCE RUN S 75 DEGREES 28' 48" E FOR 1,628.09 FEET TO A CIR; THENCE RUN S 01 DEGREES 54' 29" W FOR 2,456.64 FEET TO A CIR; THENCE RUN S 49 DEGREES 23' 36" E FOR 22.67 FEET TO A CIR; THENCE RUN S 04 DEGREES 41' 00" E FOR 146.45 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

"HORSE CREEK LANDS", PER O.R.I. 201514000972, DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF DESOTO, LYING IN SECTIONS 20 AND 29, TOWNSHIP 38 SOUTH, RANGE 23 EAST, BEING PART OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 238, PAGE 846 DESOTO COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, AS DESCRIBED IN OFFICIAL RECORDS BOOK 533, PAGE 2557, SAID DESOTO COUNTY PUBLIC RECORDS: THENCE S.89°34'39"E. ALONG THE NORTH LINE OF SAID SECTION 20 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 533. PAGE 2557 FOR 407.75 FEET: THENCE S.00°19'3"W. ALONG THE EAST LINE OF THE PARCEL AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 533, PAGE 2557 FOR 1859.04 FEET TO THE POINT OF BEGINNING; THENCE S.85°56'24"E. FOR 0.83 FEET; THENCE S.86°55'56"E. FOR 16.57 FEET; THENCE S.83°17'06"E. FOR 1342.96 FEET; THENCE S.83°41'44"E. FOR 17.15 FEET; THENCE S.82°54'15"E. FOR 294.43 FEET; THENCE S.02°51'29"W. FOR 15.77 FEET; THENCE S.01°51'31"E. FOR 52.88 FEET; THENCE S.11°32'31"E, FOR 16.84 FEET; THENCE S.15°47'56"E. FOR 1541.29 FEET; THENCE S.05°34'08"E. FOR 16.43 FEET; THENCE S.06°29'34"E. FOR 6.42 FEET; THENCE S.04°48'58"E. FOR 5.41 FEET; THENCE S.05°51'55"E. FOR 16.58 FEET; THENCE S.09°06'20"W. FOR 80.96 FEET; THENCE S.68°49'06"E. FOR 614.99 FEET; THENCE S.20°52'30"E. FOR 361.19 FEET; THENCE S.79°09'10"E. FOR 200.00 FEET; THENCE S.69°17'54"E. FOR 453.08 FEET; THENCE S.13°29'17"E. FOR 207.54 FEET; THENCE S.76°51"59"E. FOR 169.05 FEET; THENCE S.44°21'51"E. FOR 236.74 FEET; THENCE S.25°05'49"E. FOR 80.54 FEET; THENCE S.13°57'09"W. FOR 57.23 FEET; THENCE S.75°52'33"E. FOR 37.70 FEET; THENCE S.75°17'09"E. FOR 16.64 FEET; THENCE S.75°45'57"E. FOR 615.33 FEET; THENCE S.75°49'48"E. FOR 608.82 FEET; THENCE S.73°28'54"E. FOR 91.06 FEET; THENCE S.01°21'55"W. FOR 461.65 FEET; THENCE S.56°06'00"W. FOR 347.24 FEET; THENCE S.29°56'50"W. FOR 129.05 FEET; THENCE S.14°29'57"W. FOR 461.82 FEET; THENCE S.27°57'37"E. FOR 92.41 FEET; THENCE S.00°00'00"W. FOR 167.47 FEET; THENCE N.88°23'53"E. FOR 139.46 FEET; THENCE N.88°05'51"E. FOR 159.90 FEET; THENCE S.01°01'47"W. FOR 1312.26 FEET; THENCE N.75°28'48"W. FOR 1592.71 FEET; THENCE N.79°25'10"W. FOR 1162.75 FEET; THENCE N.71°50'27"W. FOR 65.13 FEET; THENCE N.33°14'20"W. FOR 320.43 FEET; THENCE N.52°37'22"W. FOR 929.84 FEET; THENCE N.15°21'24"E. FOR 611.67 FEET; THENCE N.71°35'39"W. FOR 1566.90 FEET TO THE EAST LINE OF THE PARCEL AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 533, PAGE 2557; THENCE N. 00°37'40"E. ALONG SAID EAST LINE FOR 270.18 FEET; THENCE N.00°19'13"E. ALONG SAID EAST LINE FOR 3469.85 FEET TO THE POINT OF BEGINNING. ASSUMED NORTH BASED ON THE NORTH LINE OF SECTION 20, TOWNSHIP 38 SOUTH. RANGE 23 EAST AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 533, PAGE 2557, WHICH BEARS S.89°34'39"E.

TOGETHER WITH EASEMENT AS RECORDED IN O.R. BOOK 421, PAGE 956, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA.

DeSoto County

10/28/2025

Item #: 27.

☐ 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 / C & F Movers (Lake Suzy Storage LLC) / Development Plan Modification SITE-0156-2025

REQUESTED MOTION:
A motion to adopt/deny the proposed resolution for a development plan modification and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

SUMMARY:
The applicant has applied for a development plan modification to construct an additional asphalt parking area on a 5-acre (217,801 SF) parcel with an existing office/warehouse for a moving company. The property, identified as tax ID number 29-39-23-0000-0041-0000, is located at 11503 SW County Road 769, Arcadia.

BACKGROUND:
The parcel received development plan approval on August 27, 2018 (Resolution 2018-54) for the existing use. The property currently has an open Special Master Code Case 2021-053 for development without permits. Approval of this Development Plan modification will correct this violation.

DESOTO COUNTY DEVELOPMENT DEPARTMENT
STAFF REPORT

REQUEST:	Development Plan Modification SITE-0156-2025
PROPERTY OWNER:	Lake Suzy Storage, LLC 11503 County Road 769, Arcadia, FL 34269
APPLICANT/ENGINEER:	Robert W. Case, LIS Engineering, LLC 21430 Palm Beach Blvd, Alva, FL, 33920
PROPERTY ID:	29-39-23-0000-0041-0000
TOTAL PROPERTY SIZE:	5 acres
PROPERTY ADDRESS:	11503 SW County Road 769, Arcadia, FL 34269
FUTURE LAND USE DESIGNATION:	Commercial
ZONING DESIGNATION:	Commercial General (CG)
OVERLAY DISTRICT:	Conservation Overlay

PROPOSED REQUEST:

The applicant has applied for a development plan modification to construct an additional asphalt parking area on a 5-acre (217,801 SF) parcel with an existing office/warehouse for a moving company. The property, identified as tax ID number 29-39-23-0000-0041-0000, is located at 11503 SW County Road 769, Arcadia (Exhibit A: Location).

The parcel received development plan approval on August 27, 2018 (Resolution 2018-54) for the existing use. The property currently has an open Special Master Code Case 2021-053 for development without permits. Approval of this Development Plan modification will correct this violation.

Data and Analysis
Future Land Use Designation and Zoning

A. Comprehensive Plan and Future Land Use Review

1. **Objective 1.7: Commercial Category Defined**. DeSoto County shall recognize existing "Commercial" corridors by their designation and mapping on the Future Land Use Map as Commercial (COMM) and shall promote the infilling of such areas through the establishment of criteria for the development of lands within the Commercial designations and limitations to the expansion such areas.

   Staff Finding: This property is located within the Commercial Land Use designation with Commercial General (CG) zoning. The site is currently developed with an existing 11,395 SF office/warehouse-storage building for a moving company. The building and site were constructed in 2020. Proposed is an additional shell parking area to serve the existing business.

Policy 1.7.4: Development Criteria. Development or redevelopment within a Commercial corridor shall conform to the following criteria:

(1) Permitted uses include all types of commercial, office, and institutional uses typically located along a roadway.

Staff finding: The proposed development plan modification is located along SW CR 769 within an area of Commercial future land use. The site is currently developed with an existing 11,395 SF office/warehouse-storage building for a moving company.

(2) New development or redevelopment within a linear Commercial corridor shall be limited to the intensities of uses at the same or less intensity as adjacent existing uses. New development or redevelopment adjacent to existing uses shall be compatible with each other without allowing a higher intensity of development.

Staff finding: The proposed development plan modification for an asphalt parking area is located along SW CR 769 within an area of Commercial future land use. Intensities are regulated by the Comprehensive Plan and CG Zoning. The site is currently developed with an existing 11,395 SF office/warehouse-storage building for a moving company. No new structures are proposed.

(3) Step-down uses shall be encouraged between different intensity uses as in-fill and shall be lower in intensity than the highest existing intensive use. Step-down uses shall be contiguous to an intensive land use and shall not be separated from that use by an arterial road, or a natural or man-made barrier which makes the step-down use unnecessary.

Staff finding: The proposed development plan modification for an asphalt parking area is located along SW CR 769 within an area of Commercial future land use. Intensities are regulated by the Comprehensive Plan and CG Zoning. The site is currently developed with an existing 11,395 SF office/warehouse-storage building for a moving company. No new structures are proposed.

(4) New development or redevelopment within a linear Commercial corridor shall incorporate the use of frontage roads wherever there is adequate public right-of-way or there is property available for the expansion of the right-of- way or the establishment of frontage-road easements to facilitate such roads in accordance with recognized highway safety standards. Whenever the placement of frontage roads is not practical, shared ingress/egress facilities shall be used.

Staff finding: The proposed development plan modification for an asphalt parking area is located along SW CR 769 within an area of Commercial future land use. The site is currently developed with an existing 11,395 SF office/warehouse-storage building for a moving company. An existing access drive is located on SW CR 769. No additional access improvements are proposed.

(5) Adequate parking shall be provided to meet the demands of the uses, and interior traffic circulation shall facilitate safe bicycle and pedestrian movement.

Staff Finding: The proposed development plan modification for an asphalt parking area is located along SW CR 769. The existing development meets the parking requirements by providing 19 spaces (17 required) including 2 ADA spaces. The development plan modification proposes an additional 23 parking spaces.

(6) Where the Commercial corridor abuts residential areas, uses should be limited to a size, scale, and intensity necessary to provide the residents of the community and surrounding area with retail, personal, and community services. New development or redevelopment adjacent to residential areas shall be compatible with adjacent existing uses without allowing a higher intensity of development.

Staff finding: The proposed modification is not adjacent to any residential.

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 central portion of the site is also within the Conservation Overlay District (COD). The development plan shows wetland buffers are provided, meeting the requirements of Policy 1.12.6, a minimum of 15 feet and an average of 25 feet from wetlands. The Improvement Plan shall conform to the Conservation Overlay District (COD) policies and Division 2. – Wetland Protection of the Land Development Code.

2. **Zoning District related-issues.** Land Development Regulation zoning district related issues include the zoning district and its consistency with the FLUM, the uses allowed within the zoning district, the minimum lot size and width, the minimum building setbacks or open yards.

Staff finding: The site is zoned CG and consistent with the Commercial Land Use designation. The applicant has requested approval to construct an additional asphalt parking area for an existing 10,800 SF office/warehouse-storage building for a moving company, which was constructed in 2020. No additional structures are proposed.

The site is located within FEMA flood zones "AE" and "X" (Panel 12027C0267D).

The following table illustrates the adjacent uses, land use, and zoning designations.

Direction	Existing Use	Land Use	Zoning
Site	Office/warehouse for moving company	Commercial	CG
North	Vacant (Cin-Mar outdoor storage)	Commercial	PUD
South	Vacant Commercial	Commercial	CN
East	Vacant (Cin-Mar outdoor storage), pastureland	Commercial	PUD, A-5
West	Vacant government land, DeSoto County	Commercial	IL

No buffers are required for the commercial use adjacent to other commercial uses. A 5' Type A buffer is proposed along SW CR 769 to buffer the existing parking area along the right of way, as required by Section 20-537(e)(1)a.

The proposed Development Plan modification for additional asphalt parking can be found in conformance with Commercial General zoning district. Outdoor storage is not permitted on site and is a condition of approval.

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 office/warehouse for a moving company is located on SW County Road 769 and has an existing access. No change to access or additional access is proposed. The development plan provides existing parking calculations showing the existing 1,235 SF office and 9,565 SF warehouse requires 17 parking spaces with 19 spaces provided, including 2 ADA spaces. The development plan proposes 23 additional parking spaces, located in the rear of the site. Loading zones are existing and no new loading is proposed.

4. **Infrastructure issues.** Infrastructure issues include potable water, sanitary sewer, solid waste, stormwater management, and electricity.

   Staff finding: The proposed improvements do not require additional utilities service. The property is served by an existing septic system and well. Water and sewer service are available nearby by DeSoto County Utilities. No changes to the well and septic system are proposed. DCU advises that any modification of the existing septic system may not be approved by the Florida Department of Health.

   Solid waste service and electric service is also existing. Stormwater will be addressed with the Improvement Plan. The project will be required to obtain any necessary permitting from the Southwest Florida Water Management District for stormwater for the additional impervious surface area. The applicant provided the application for the ERP (Environmental Resource Permit) to SWFWMD.

   DeSoto County Fire requires that the extended area for the proposed parking area needs to keep a clear pathway for the fire vehicle, as per plans digitally signed and dated by Robert W. Case, 3/19/25 (updated 4/24/25).

5. **Miscellaneous issues.** These include impervious surface area, maximum density, required recreation, and dead storage.

   Staff finding: *The DeSoto County Land Development Regulations limit the impervious surface in the CG zoning district to 70 percent. The Development Plan indicates the proposed impervious area to be 38.4%.*

   Outdoor storage is not a permitted use in the CG zoning district and a condition of approval has been provided that outdoor storage is not permitted.

STAFF REVIEW

Staff review has determined that this application, SITE-0156-2025, is consistent with the Comprehensive Plan and Land Development Regulations.

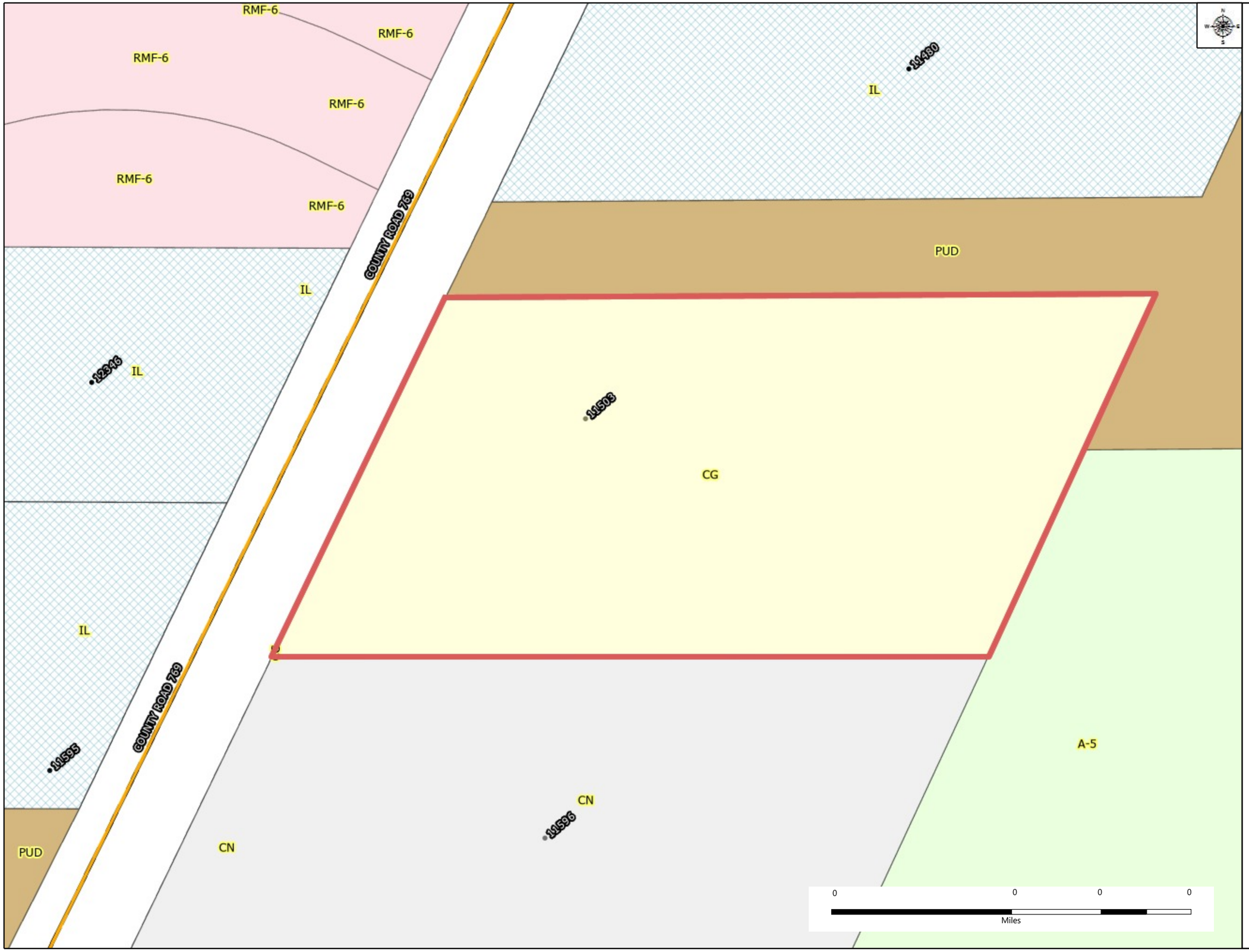
RECOMMENDED CONDITIONS FOR APPROVAL:

1. No outdoor storage is permitted on site.
2. The applicant shall obtain any required State and Federal permits, including but not limited to the Florida Department of Transportation, the Southwest Florida Water Management District, Florida Department of Environmental Protection, and Army Corps of Engineers, and provide a copy of the permits to the County prior to issuance of the Notice to Proceed.
3. The extended area for the proposed parking area needs to keep a clear pathway for the fire vehicle, as per plans digitally signed and dated by Robert W. Case, 3/19/25 (updated 4/24/25).
4. This Development Plan will expire 3 years from the date of the resolution unless the Development Plan is executed with the next step of an Improvement Plan.

PUBLIC HEARING SCHEDULE

Board of County Commissioners	**Final Disposition**
October 28, 2025	

ZONING MAP



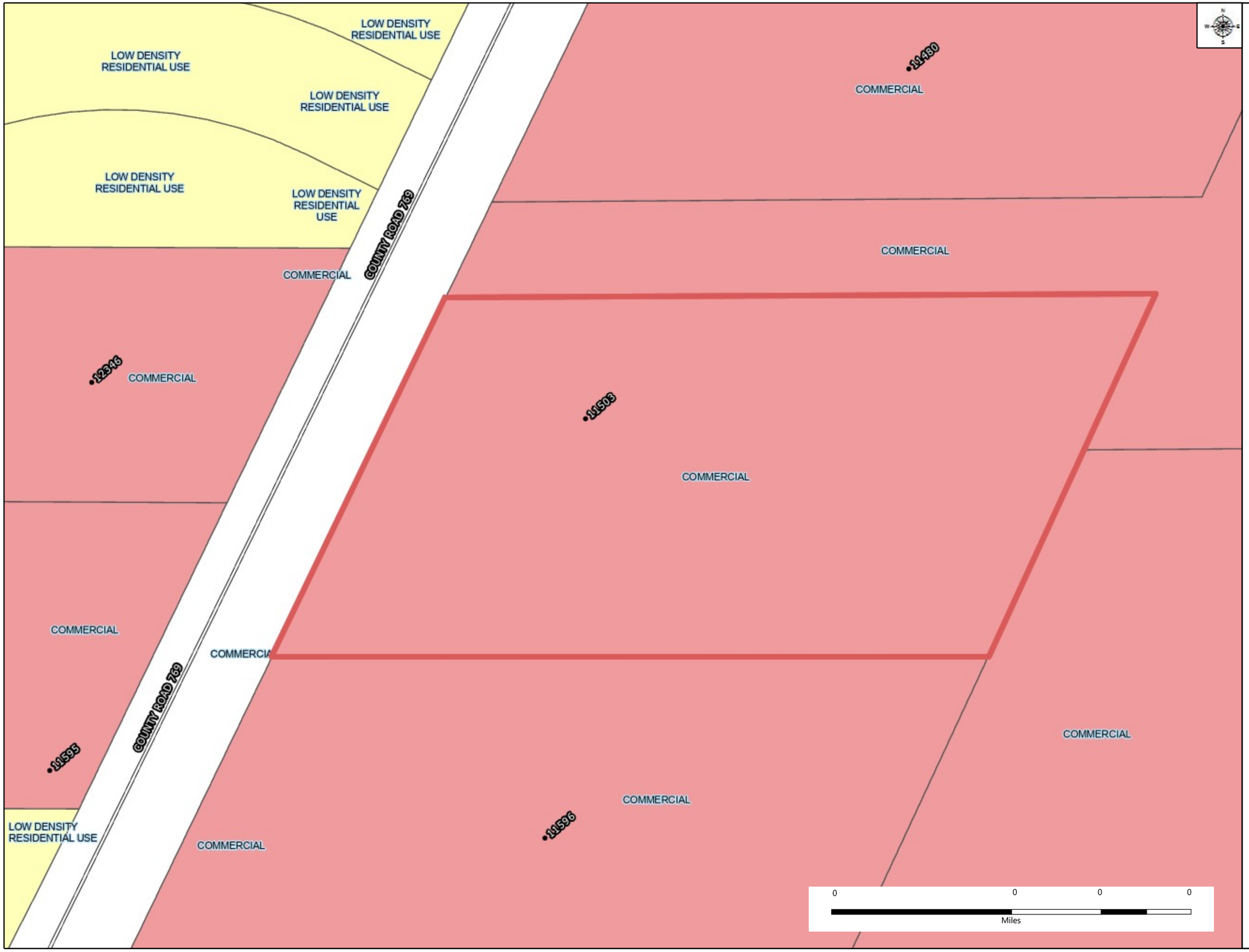
Address Point Labels
Street Labels
Major Road Labels
Zoning Labels
Zoning Designation

- A-10
- A-5
- CE
- CG
- CITY
- CN
- IH
- IL
- ILE
- MHP
- MHS
- P/I
- PM-I
- PUD
- RM
- RMF-12
- RMF-6
- RMF-8
- RMF-M
- ROI

January 16, 2025

Prepared By

HORNER SHIFRIN



FLUM

- Address Point Labels
- Street Labels
- Major Road Labels
- FLUM Labels
- County Boundary
- Address Points
- Streets
- Parcels

FLUM 2040

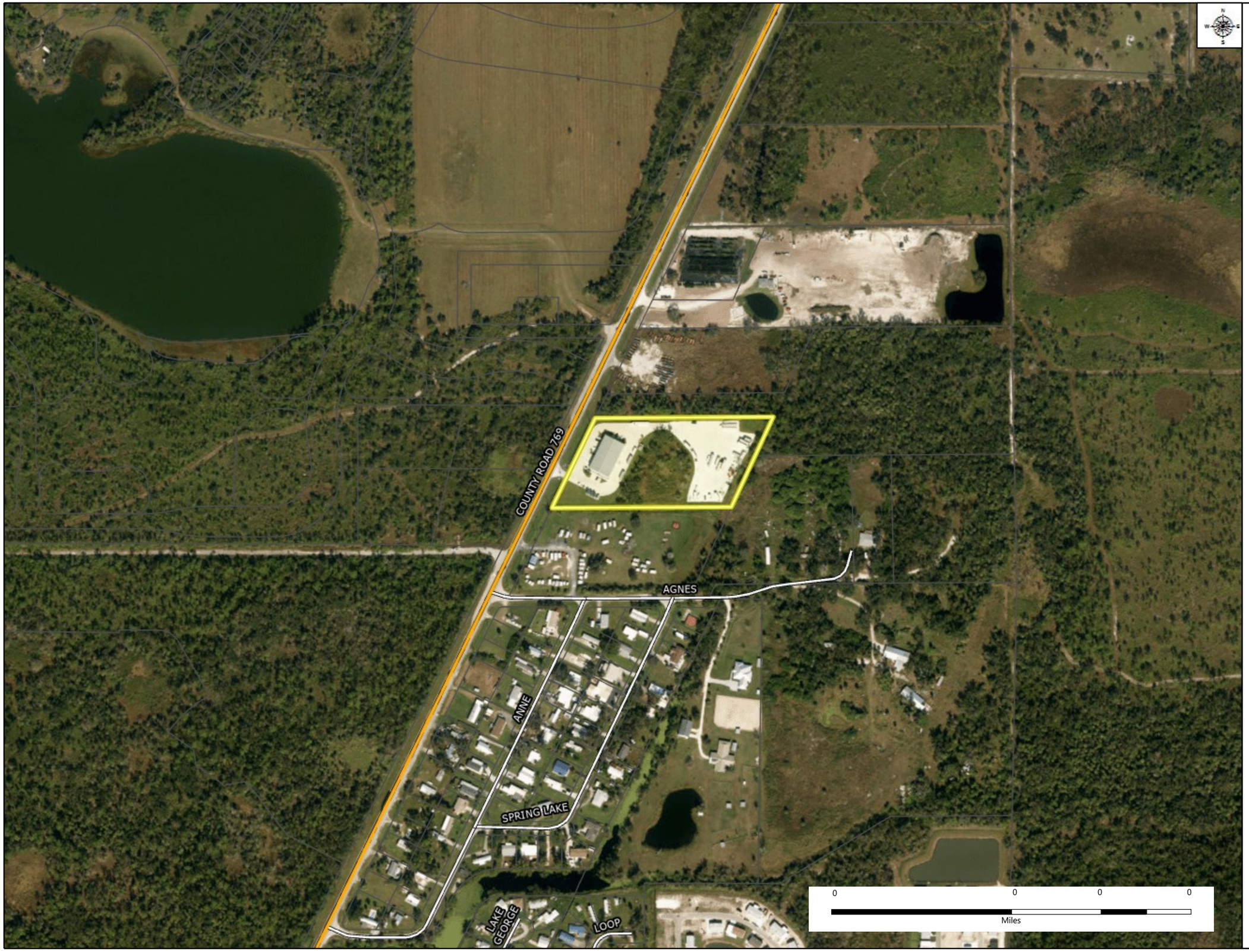
- Preservation
- Rural/Agriculture
- Low Density Residential
- Medium Density Residential
- Neighborhood Mixed Use
- Employment Center
- Commercial
- Urban Center Mixed Use
- Public Land/Institutional
- Electrical Generating Facility

January 16, 2025

Prepared By

HORNER SHIFRIN

Location Map
C & F Movers



Street Labels
Major Road Labels
County Boundary
Major Roads
Streets
Parcels

October 14, 2025

Prepared By

HORNER SHIFRIN

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, APPROVING A DEVELOPMENT PLAN MODIFICATION (SITE-0156-2025) WITH CONDITIONS FOR LAKE SUZY STORAGE, LLC, TO EXPAND THE PARKING AREA FOR 23 NEW PARKING SPACES ON A 5 ACRE PARCEL, ZONED COMMERCIAL GENERAL (CG) DISTRICT AND LOCATED AT 11503 SW COUNTY ROAD 769 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 13, 2025, a Development Plan application and fee was submitted to the Development Department for approval to construct an additional asphalt parking area on a 5-acre (217,801 SF) parcel with an existing office/warehouse for a moving company, located at 11503 SW County Road 769, Arcadia (Exhibit A: Location Map); and

WHEREAS, Land Development Regulations (LDR) Section 20-1345(d)(1) requires all development plans be reviewed by the Development Department and then submitted to the Board of County Commissioners (Board) for its review and approval or disapproval at a quasi-judicial public hearing; and

WHEREAS, the Development Department has reviewed the Development Plan application and concludes the application is in conformance with the LDR provided conditions are imposed; and

WHEREAS, on October 28, 2025, the DeSoto Board of County Commissioners held a duly noticed public hearing on the Development Plan application (SITE-0156-2025) and determined that the application complies with the DeSoto County Comprehensive Plan (Exhibit B: Comprehensive Plan), the Land Development Regulations (Exhibit C: Zoning), and all other applicable regulations; 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 5-acre parcel is located at 11503 SW County Road 769, Arcadia, FL, the Property Identification Number being 29-39-23-0000-0041-0000.

Section 3. *Development Plan Modification approved*. Lake Suzy Storage, LLC, is granted Development Plan application modification (SITE-0156-2025) approval as displayed in the site plan (Exhibit D: Site Plan) subject to the following conditions:

1. No outdoor storage is permitted on site.
2. The applicant shall obtain any required State and Federal permits, including but not limited to the Florida Department of Transportation, the Southwest Florida Water Management District, Florida Department of Environmental Protection, and Army Corps of Engineers, and provide a copy of the permits to the County with the Improvement Plan.
3. The extended area for the proposed parking area needs to keep a clear pathway for the fire vehicle, as per plans digitally signed and dated by Robert W. Case, 3/19/25 (updated 4/24/25).
4. This Development Plan will expire 3 years from the date of the resolution unless the development has commenced within that three-year period.

Section 4. *Effective date*. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 28th day of October 2025.

ATTEST:

By: _____
Mandy Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
J.C. Deriso, Chairman
Board of County Commissioners

APPROVED AS TO LEGAL FORM

By: _____
Valerie Vicente
County Attorney

Exhibit A:

SW COUNTY ROAD 769
SW AGNES ST
0
100
200
300
400
500
600
700
800
900
1000 ft

Exhibit B:

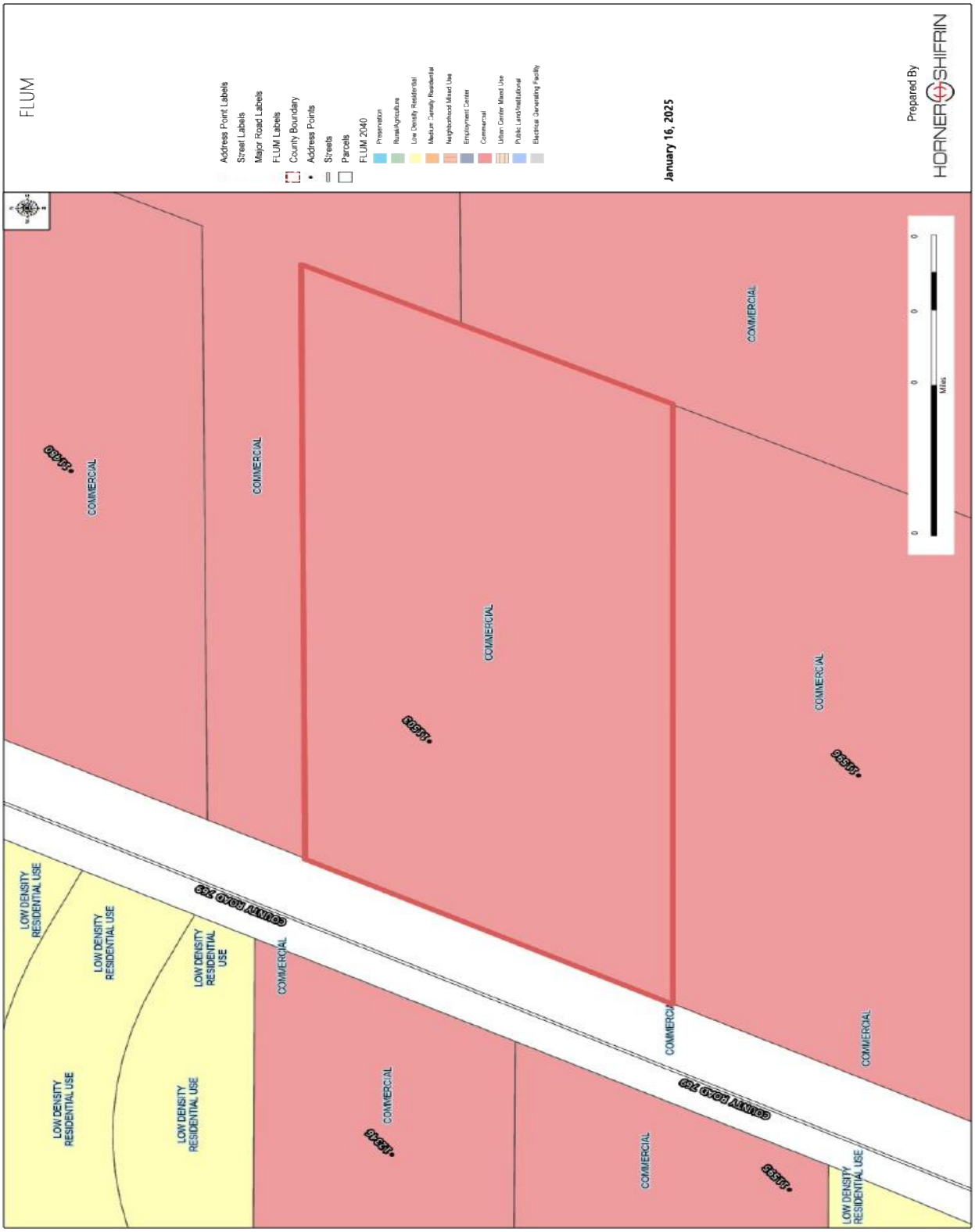

FLUM
Address Point Labels
Street Labels
Major Road Labels
FLUM Labels
County Boundary
Address Points
Streets
Parcels
FLUM 2040
Preservation
Rural/Agriculture
Low Density Residential
Medium Density Residential
Neighborhood Mixed Use
Employment Center
Commercial
Urban Center Mixed Use
Public Lands/Institutional
Electrical Generating Facility
January 16, 2025
Prepared By
HORNER SHIFRIN
Miles
COMMERCIAL
LOW DENSITY RESIDENTIAL USE
COUNTY ROAD 785
COUNTY ROAD 784

Exhibit C:

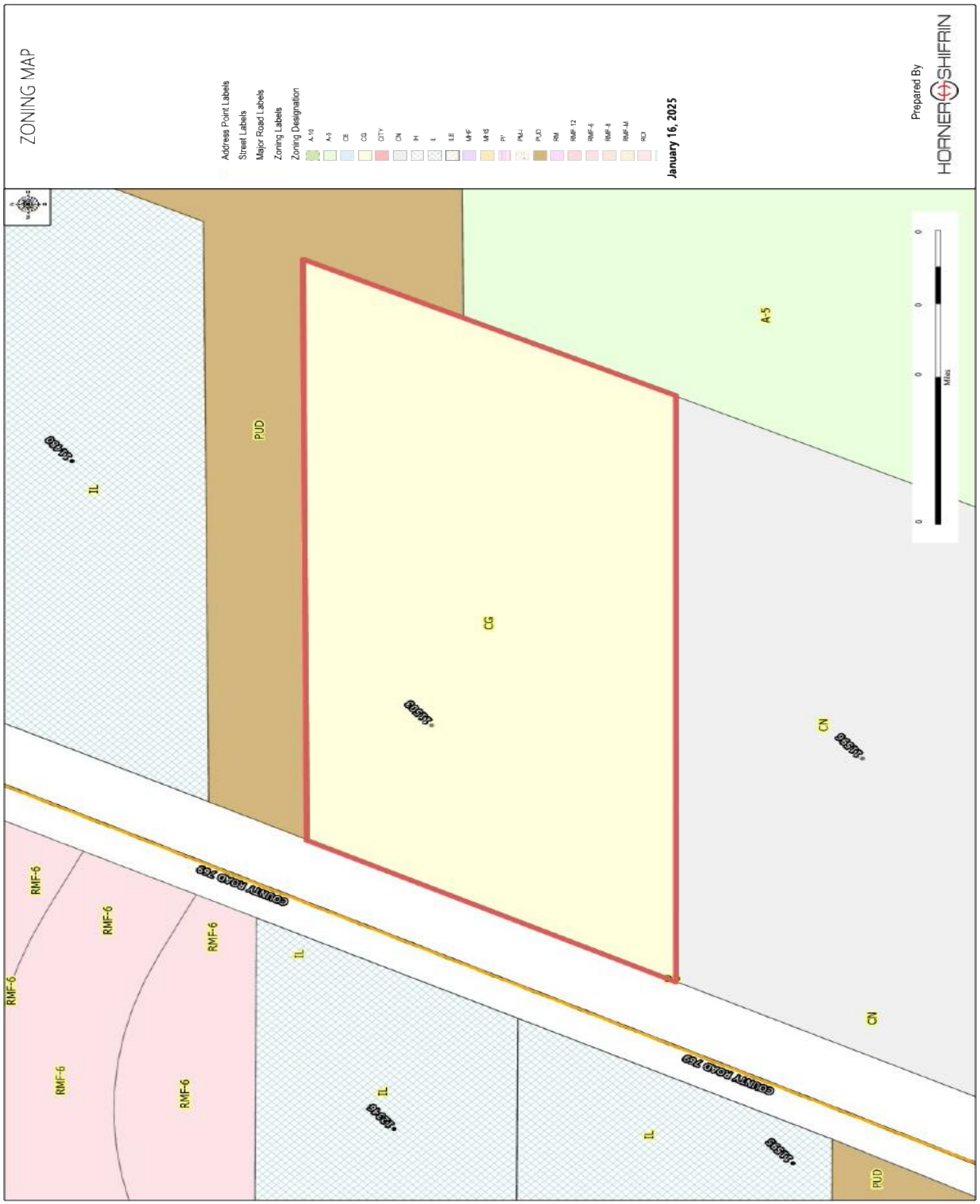
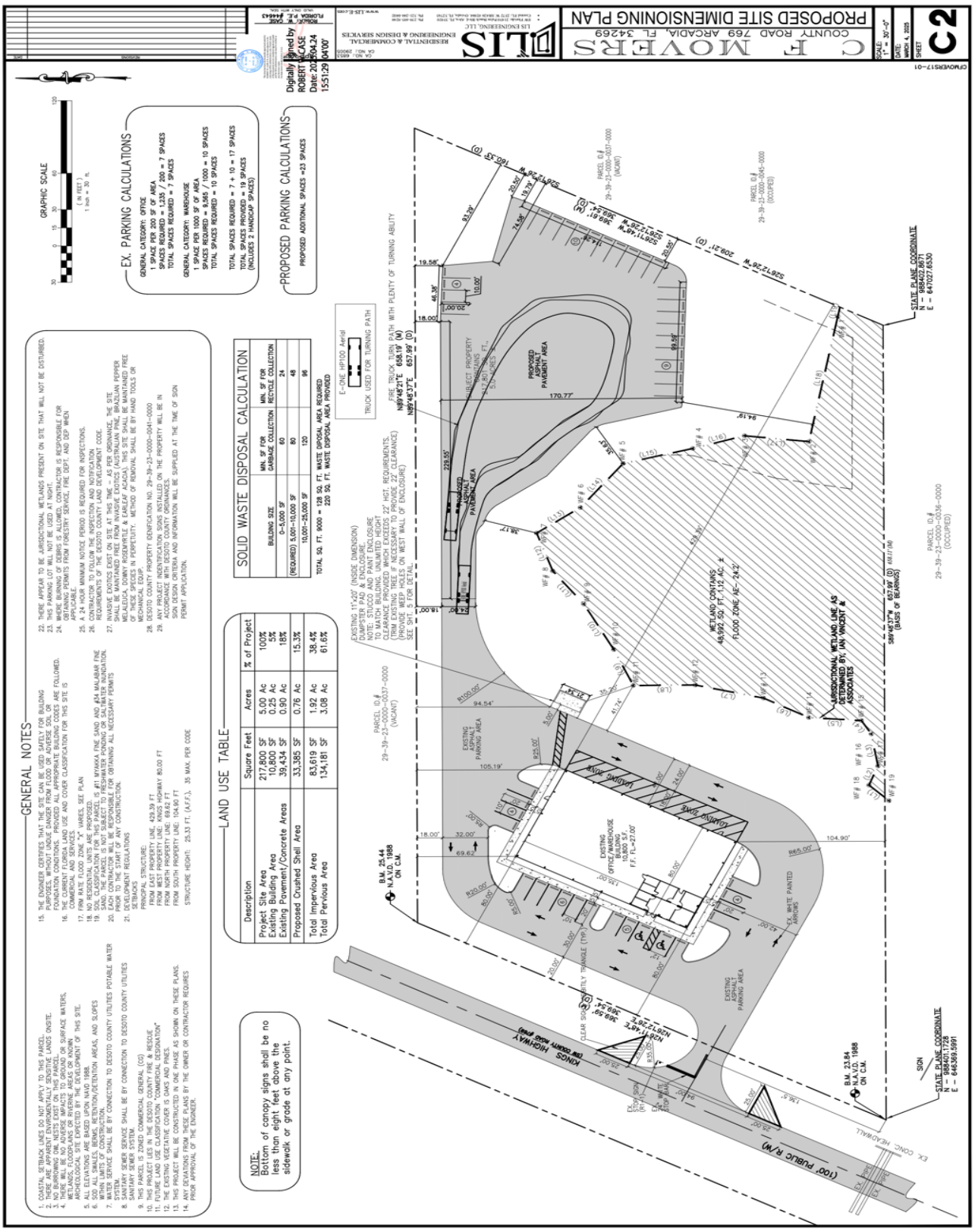

ZONING MAP
Address Point Labels
Street Labels
Major Road Labels
Zoning Labels
Zoning Designation
A-10
A-5
CE
CG
CITY
CN
IH
IL
ILE
MHF
MHS
PI
PMU
PUD
RM
RMF 12
RMF-6
RMF-8
RMF-M
RCI
January 16, 2025
Prepared By
HORNER SHIFRIN
Miles
A-5
PUD
IL
CG
CN
RMF-6
COUNTY ROAD 769
COUNTY ROAD 768

Exhibit D:


PROPOSED SITE DIMENSIONING PLAN
C F MOVERS
COUNTY ROAD 769 ARCADIA, FL 34269
LIS ENGINEERING, LLC
RESIDENTIAL & COMMERCIAL ENGINEERING & DESIGN SERVICES
ROBERT W. CASE
FLORIDA P.E. #44643
Digitally signed by ROBERT WCASE
Date: 2025.04.24 15:51:29 -04'00'
SCALE: 1" = 30'-0"
DATE: MARCH 4, 2025
SHEET C2
CFMOVERS17-01
GENERAL NOTES
1. COASTAL SETBACK LINES DO NOT APPLY TO THIS PARCEL.
2. THERE ARE APPARENT ENVIROMENTALLY SENSITIVE LANDS ONSITE.
3. NO BUILDING OR MATERIALS STORAGE WITHIN 50 FEET OF WETLANDS, FLOODPLAINS OR RIVERINE AREAS OR KNOWN ARCHEOLOGICAL SITE EXPECTED BY THE DEVELOPMENT OF THIS SITE.
4. WETLANDS, FLOODPLAINS OR SURFACE WATERS, WETLANDS, FLOODPLAINS OR RIVERINE AREAS OR KNOWN ARCHEOLOGICAL SITE EXPECTED BY THE DEVELOPMENT OF THIS SITE.
5. ALL SWALES, BERMS, RETENTION/DETENTION AREAS, AND SLOPES
6. SOD ALL SWALES, BERMS, RETENTION/DETENTION AREAS, AND SLOPES
7. WATER SERVICE SHALL BE BY CONNECTION TO DESOTO COUNTY UTILITIES POTABLE WATER WITHIN LIMITS OF CONSTRUCTION.
8. SANITARY SEWER SERVICE SHALL BE BY CONNECTION TO DESOTO COUNTY UTILITIES SANITARY SEWER SYSTEM.
9. THIS PARCEL IS ZONED COMMERCIAL GENERAL (CG)
10. THIS PARCEL LIES IN DESOTO COUNTY, FL & RESCUE.
11. FUTURE LAND USE CLASSIFICATION "COMMERCIAL DESIGNATION"
12. THE EXISTING VEGETATIVE COVER IS OAKS AND PINES.
13. THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE AS SHOWN ON THESE PLANS.
14. ANY DEVIATIONS FROM THESE PLANS BY THE OWNER OR CONTRACTOR REQUIRES PRIOR APPROVAL OF THE ENGINEER.
15. THE ENGINEER CERTIFIES THAT THE SITE CAN BE USED SAFELY FOR BUILDING PURPOSES, WITHOUT UNDUE DANGER FROM FLOOD OR ADVERSE SOIL OR FOUNDATION CONDITIONS, PROVIDED ALL APPROPRIATE BUILDING CODES ARE FOLLOWED.
16. THERE ARE NO KNOWN IMPACTS TO THE SITE BY EXISTING UTILITIES (POWER, COMMERCIAL AND SERVICES)
17. FIRM RATE FLOOD ZONE "X" VARIES, SEE PLAN
18. NO RESIDENTIAL UNITS ARE PROPOSED.
19. SOIL CLASSIFICATIONS ONSITE INCLUDE: #1 MYAKKA FINE SAND AND #34 MALABAR FINE SAND. THE PARCEL IS NOT SUBJECT TO FRESHWATER PONDING OR SALTWATER INUNDATION.
20. EACH CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE STATE OF FLORIDA FOR ANY CONSTRUCTION.
21. DEVELOPMENT REGULATIONS
SETBACKS
PRINCIPAL STRUCTURE:
FROM EAST PROPERTY LINE: 429.39 FT
FROM WEST PROPERTY LINE: 25 FT + RIGHT-OF-WAY 80.00 FT
FROM NORTH PROPERTY LINE: 69.62 FT
FROM SOUTH PROPERTY LINE: 104.90 FT
STRUCTURE HEIGHT: 25.33 FT. (A.F.F.). 35 MAX. PER CODE
22. THERE APPEAR TO BE JURISDICTIONAL WETLANDS PRESENT ON SITE, THAT WILL NOT BE DISTURBED.
23. THIS PARKING LOT WILL NOT BE USED AT NIGHT.
24. WHERE BURNING OF DEBRIS IS ALLOWED, CONTRACTOR IS RESPONSIBLE FOR OBTAINING PERMITS FROM FORESTRY SERVICE, FIRE DEPT, AND DEP WHEN APPLICABLE.
25. A 24 HOUR MINIMUM NOTICE PERIOD IS REQUIRED FOR INSPECTIONS.
26. CONTRACTOR TO FOLLOW THE INSPECTION AND NOTIFICATION REQUIREMENTS OF THE DESOTO COUNTY LAND DEVELOPMENT CODE.
27. INVASIVE EXOTICS EXIST ON SITE AT THIS TIME -- AS PER ORDINANCE, THE SITE SHALL BE MAINTAINED FREE OF THESE SPECIES IN PERPETUITY. METHOD OF REMOVAL SHALL BE BY HAND TOOLS OR MECHANICAL EQUIP.
28. POSTED ON PROPERTY IDENFICATION NO. 29-39-23-0000-0041-0000
29. ANY PROJECT INDENTIFICATION SIGNS INSTALLED ON THE PROPERTY WILL BE IN ACCORDANCE WITH DESOTO COUNTY ORDINANCES.
SIGN DESIGN CRITERIA AND INFORMATION WILL BE SUPPLIED AT THE TIME OF SIGN PERMIT APPLICATION.
NOTE:
Bottom of canopy signs shall be no less than eight feet above the sidewalk or grade at any point.
LAND USE TABLE
Description | Square Feet | Acres | % of Project
Project Site Area | 217,800 SF | 5.00 Ac | 100%
Existing Building Area | 10,800 SF | 0.25 Ac | 5%
Existing Pavement/Concrete Areas | 39,434 SF | 0.90 Ac | 18%
Proposed Crushed Shell Area | 33,385 SF | 0.76 Ac | 15.3%
Total Impervious Area | 83,619 SF | 1.92 Ac | 38.4%
Total Pervious Area | 134,181 SF | 3.08 Ac | 61.6%
SOLID WASTE DISPOSAL CALCULATION
BUILDING SIZE | MIN. SF FOR GARBAGE COLLECTION | MIN. SF FOR RECYCLE COLLECTION
0-5,000 SF | 60 | 24
(REQUIRED) 5,001-10,000 SF | 80 | 48
10,001-25,000 SF | 120 | 96
TOTAL SQ. FT. 9000 = 128 SQ. FT. WASTE DISPOSAL AREA REQUIRED
220 SQ. FT. WASTE DISPOSAL AREA PROVIDED
E-ONE HPTOD Aerial
TRUCK USED FOR TURNING PATH
FIRE TRUCK TURN PATH WITH PLENTY OF TURNING ABILITY
EX. PARKING CALCULATIONS
GENERAL CATEGORY: OFFICE
1 SPACE PER 200 SF OF AREA
SPACES REQUIRED = 1,235 / 200 = 7 SPACES
TOTAL SPACES REQUIRED = 7 SPACES
GENERAL CATEGORY: WAREHOUSE
1 SPACE PER 1000 SF OF AREA
SPACES REQUIRED = 9,565 / 1000 = 10 SPACES
TOTAL SPACES REQUIRED = 10 SPACES
TOTAL SPACES REQUIRED = 7 + 10 = 17 SPACES
TOTAL SPACES PROVIDED = 19 SPACES
(INCLUDES 2 HANDICAP SPACES)
PROPOSED PARKING CALCULATIONS
PROPOSED ADDITIONAL SPACES =23 SPACES
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
EXISTING 11'x20' (INSIDE DIMENSION) DUMPSTER ENCLOSURE W/ METAL GATES NOTE: STUCCO AND PAINT ENCLOSURE TO MATCH BUILDING. UNLIMITED HEIGHT CLEARANCE PROVIDED WHICH EXCEEDS 22' HGT. REQUIREMENTS. (TRUCKS NEED 22' HEIGHT CLEARANCE) (PROVIDE WEEP HOLES ON WEST WALL OF ENCLOSURE) SEE SHT. 5 FOR DETAIL.
PARCEL ID # 29-39-23-0000-0037-0000 (VACANT)
PARCEL ID # 29-39-23-0000-0037-0000 (VACANT)
PARCEL ID # 29-39-23-0000-045-0000 (OCCUPIED)
PARCEL ID # 29-39-23-0000-0036-0000 (OCCUPIED)
SUBJECT PROPERTY CONTAINS 217,800 SQ. FT., 5.0 ACRES ±
PROPOSED ASPHALT PAVEMENT AREA
EXISTING ASPHALT PARKING AREA
EXISTING OFFICE/WAREHOUSE 10,800 S.F. F.F. FL=27.00'
WETLAND CONTAINS 49,992 SQ. FT. 1.12 AC. ± FLOOD ZONE AE- 24.2'
JURISDICTIONAL WETLAND LINE AS DETERMINED BY: JAN WICKSHT & ASSOCIATES
S89°48'37"W 657.99' (D) 658.19' (M) (BASIS OF BEARINGS)
N89°48'37"E 657.99' (D) 658.19' (M)
N89°48'21"E
S26°12'26"W 208.21' (D)
S26°12'26"W 369.50' (M)
N26°12'26"E 369.50' (M)
N26°12'26"E 369.50' (M)
S26°12'26"W 160.33' (D)
S26°12'26"W 160.33' (M)
N26°12'26"E 369.50' (M)
N26°12'26"E 369.50' (M)
STATE PLANE COORDINATE N = 988402.8671 E = 647027.6530
STATE PLANE COORDINATE N = 986651.1208 E = 646369.5991
B.M. 23.44 N.A.V.D. 1988 ON C.M.
B.M. 23.84 N.A.V.D. 1988 ON C.M.
KINGS HIGHWAY (SR 769)
100' PUBLIC R/W
EX. CONC. HEADWALL
SIGN
CLEAR SIGHT TRIANGLE (TYP.)
EX. WHITE PAINTED ARROW
EX. WHITE STOP BAR
EX. STOP SIGN (R1-1)
EXISTING ASPHALT PARKING AREA
LANDSCAPE ISLAND
LANDSCAPE BUFFER
LANDSCAPE ISLAND
LANDSCAPE BUFFER