A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS

JULY 14, 2026

The Lake County Board of County Commissioners met in regular session on Tuesday, July 14, 2026 at 9:00 a.m., in the County Commission Chambers, Lake County Administration Building, Tavares, Florida. Commissioners present at the meeting were: Leslie Campione, Chairman; Sean Parks, Vice Chairman; Anthony Sabatini; Kirby Smith; and Timothy Morris. Others present were: Jennifer Barker, County Manager; Melanie Marsh, County Attorney; Misty Spahn, Executive Office Manager, County Manager's Office; Kristy Mullane, Chief Financial Officer; and Stephanie Cash, Deputy Clerk.

INVOCATION AND PLEDGE

Commr. Campione welcomed everyone to the Board of County Commissioners (BCC) meeting.

Rabbi Jeffery Solomon, with Traditional Congregation of Mount Dora, gave the Invocation and led the Pledge of Allegiance.

AGENDA UPDATE

Ms. Jennifer Barker, County Manager, stated that there were no updates.

MINUTES APPROVAL

On a motion by Commr. Sabatini, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board approved the minutes for the BCC meetings of May 5, 2026 (Regular Meeting) and May 18, 2026 (Special Meeting) as presented.

CITIZEN QUESTION AND COMMENT PERIOD

Commr. Campione remarked that anyone who had joined the meeting through Zoom using their phone may press *9 to virtually raise their hand, and that anyone participating on Zoom could click the raise hand button to identify that they wished to speak. She added that everyone would have three minutes to speak, and that after three minutes, an alarm would sound to let them know that their time was up.

Mr. Banks Helfrich, a farmer from the Clay Road District, stated that his farm tip of the day was about okra, and opined that to make it more appetizing, one could slice and roast it to make it crispy. He commented that America was 250 years old, and noted that Americans included the following: travelers from the Bering Strait Bridge about 20,000 years prior, such as the Hopi, Navajo, Cherokee, and Seminole; settlers from the Country of England in search of religious freedom; immigrants from the Countries of China, Japan, Iran, Syria, Venezuela, and Columbia in search of a better life for their families; forced immigrants from Africa who called America home; people who were black, brown, mocha, and white with a melting pot of cultures; and those who exercised the freedoms and liberties available. He opined that America was diverse and united, and that without unity there was no United States (U.S.) of America.

Mr. Ed Freeman, a representative of the League of Cities, related that the League of Cities was made up of municipalities from Lake and Sumter Counties, and opined that the new Comprehensive Plan (Comp Plan) would influence growth, infrastructure, utility service, transportation, and economic development for decades to come. He hoped that the transmittal of

this document would recognize the result of the property tax referendum and would promote stronger coordination between the County and the municipalities.

Commr. Campione commented that the County had to do updates to the Comp Plan every 10 years, and that they took into account population projections and changes.

Ms. Barker remarked that the next update to the BCC from the County consultant would be on the second meeting in August 2026, and that they had received several requests to extend the project timeline, noting that the public would be able to weigh in on this.

Commr. Campione pointed out that all the vacant land in Lake County was reviewed, including within the cities, and that after reviewing all the County Comp Plan designations and the City designation, the consultant concluded that there did not need to be any increase of density in the county or city areas beyond what was in the Comp Plan, noting that the plan took into account the population projections. She indicated her understanding that even though some residents were concerned about opening the door to more growth, the County was basically keeping everything the same and focusing on making the Comp Plan consistent with the Land Development Regulations (LDR) where there were conflicts; additionally, the BCC was open to collaboration with the Cities and the community.

Mr. Egor Emery, a resident of Lake County, expressed concern about a project by Embry-Riddle Aeronautical University in the Ocala National Forest to build an airport, and relayed his understanding that they were using a conditional use permit (CUP) from a couple of landowners who had applied for a grass strip so they could fly to their retreat in the Ocala National Forest. He opined that Embry-Riddle was proposing something much more substantial than that, including repaving this parcel to make a longer airstrip for training purposes, and that this project deserved a public hearing. He asked that the Board review this CUP, opining that this project was more substantial than what the CUP allowed. He hoped that the County would encourage Embry-Riddle to bring this project forward and explain what their initial plans and long-range goals were in a public hearing where the public could discuss the merits of this project with the Board of County Commissioners (BCC).

Commr. Campione mentioned that she could meet with Mr. Emery and with staff to show him what the CUP said and what was submitted as a site plan, noting that it involved paving a single airstrip. She relayed her understanding that what would and would not be allowed was determined by the St. Johns River Water Management District (SJRWMD) and the National Forestry Service, opining that the CUP was very specific. She opined that the only thing that was being requested that was controversial was paving the grass airstrip; however, there was nothing in the CUP that said it had to stay grass or that it could not be paved. She indicated her understanding that they were just replacing a hangar, and that even though she had seen much speculation in social media, there was nothing in the CUP that allowed housing. She reiterated that she could meet with him and show him everything on this item so that he would know exactly what was in the CUP and what was being requested.

Mr. Emery hoped that the BCC would review the project.

Mr. John Blodgett, a resident of Lake County speaking via Zoom, indicated concerns about addressing statutory requirements related to the septic to sewer conversions and the advanced wastewater treatment requirements, opining that there were issues providing sewer services to the rural areas and the costs associated with that. He inquired if there were grants available for this, and opined that this was not just an environmental issue, but also a growth management issue because pushing sewer systems into rural areas could increase the growth in those areas.

Commr. Campione commented that the growth issue was often raised, and opined that spending funds on sewer extensions could result in the Cities wanting a certain level of density in return. She opined that if the focus was to protect the rural areas and the environment, then this could create a conflict, and that the two ideas worked against each other.

Ms. Susan Fetter, a resident of the City of Leesburg speaking via Zoom, mentioned that there was a discussion on the agenda about the budget in relation to the property tax amendment, and said that she was interested to learn more about what the budget would look like if the amendment passed, opining that it was important for residents to understand what the tradeoffs could be. She wondered how this would affect their quality of life even though it would mean paying less taxes, and said that she wanted to learn about the County's priorities and if there was an efficient budget for providing services. She opined that the County could be trusted to focus on public safety, and relayed her understanding that the statewide firefighter's union was not endorsing this bill because they were concerned about the effect on public safety. She questioned how the County would prioritize cuts to the budget and how public input would come into play.

CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S CONSENT AGENDA

On a motion by Commr. Sabatini, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved the Clerk of the Circuit Court and Comptroller's Consent Agenda, Items 1 through 7, as follows:

List of Warrants

Notice is hereby provided of warrants paid prior to this meeting, pursuant to Chapter 136.06 (1) of the Florida Statutes, which shall be incorporated into the Minutes as attached Exhibit A and filed in the Board Support Division of the Clerk's Office.

Greater Lakes/Sawgrass Bay CDD Annual Financial Audit Report

Notice is hereby provided of having received the Greater Lakes/Sawgrass Bay Community Development District's Annual Financial Audit Report for the Fiscal Year ended September 30, 2025.

Avalon Groves CDD FY 2027 Proposed Budget Resolution 2026-07

Notice is hereby provided of having received the Avalon Groves Community Development District's /Public Hearing Resolution 2026-07.

Lakehaven CDD FY 2027 Proposed Budget

Notice is hereby provided of having received the Lakehaven Community Development District Proposed Budget for Fiscal Year 2027 in accordance with Section 190.008(2)(b), Florida Statutes for purposes of disclosure and information only.

Parkside Trails CDD FY 2027 Proposed Budget

Notice is hereby provided of having received the Parkside Trails Community Development District Proposed Budget for Fiscal Year 2027 in accordance with Section 190.008(2)(b), Florida Statutes for purposes of disclosure and information only.

Wellness Ridge CDD FY 2027 Proposed Budget

Notice is hereby provided of having received the Wellness Ridge Community Development District Proposed Budget for Fiscal Year 2027 in accordance with Section 190.008(2)(b), Florida Statutes for purposes of disclosure and information only.

Windsor Cay CDD FY 2027 Proposed Budget

Notice is hereby provided of having received the Windsor Cay Community Development District Proposed Budget for Fiscal Year 2027 in accordance with Section 190.008(2)(b), Florida Statutes for purposes of disclosure and information only.

COUNTY MANAGER'S CONSENT AGENDA

Commr. Morris remarked that he had a comment on Tab 13.

Commr. Smith stated that he would like to pull Tab 11.

On a motion by Commr. Sabatini, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved the Consent Agenda, Tabs 3 through 14, pulling Tabs 11 and 13 to the regular agenda, as follows:

PROCLAMATIONS

Recommend approval of Croqueta Day Proclamation 2026-77, per Commissioner Sean Parks.

HUMAN RESOURCES AND RISK MANAGEMENT

Recommend approval of a Liability Claim Settlement for an incident which occurred on February 17, 2024. The fiscal impact is $300,000.

Recommend approval of a one-time $75,000 cash death benefit, pursuant to Section 112.1816, Florida Statutes. The statute provides the benefit to the designated beneficiary or dependents of a firefighter who dies due to a designated occupational cancer. The fiscal impact is $75,000.

DEVELOPMENT SERVICES

Building Services

Recommend approval:

1. Of Contract 24-441 for Community Development Software; and

2. To authorize the Office of Procurement Services to execute all supporting documentation; and

3. Of a budget transfer in the amount of $45,075 from Stormwater Machinery/Equipment to Stormwater Machinery/Equipment Permitting Software Replacement; and

4. Of a budget transfer in the amount of $45,075 from Engineering Machinery/Equipment to Engineering Machinery/Equipment Permitting Software Replacement.

The estimated fiscal impact for the first year is $1,126,858, which includes implementation and migration costs. In subsequent years, the estimated annual fiscal impact is $531,646 annual. Fiscal impacts are within available Fiscal Year Budgets and will not exceed appropriated amounts.

Office of Tourism

Recommend approval:

1. To provide Tourist Development Tax funding for host fees and related event expenses for Lake County to host the 2027 IWWF World Wakeboard Championships, to take place at Lake David (Groveland). The dates for this event are October 28, 2027–November 8, 2027; and

2. To authorize the Chairman to execute the agreement with IWWF.

The fiscal impact is not to exceed $150,000 (expenditure – TDT funding) and is within, and will not exceed, the Fiscal Year 2027 Budget. Commission District 1.

PUBLIC SAFETY

Fire Rescue

Recommend approval:

1. Of the Real Estate Purchase and Sales Agreement for Property with Finlayson Family, LLC, for the Eustis EMS Ambulance Station located at 801 North Bay Street, in Eustis (a/k/a Alternate Key 1197414); and

2. Of a budget transfer in the amount of $100,000 from Rentals and Leases to Buildings; and

3. To authorize the Chairman to execute any necessary closing documents.

This fiscal impact is $1,019,114.50 plus any closing costs (expenditure). Commission District 3.

Recommend approval and execution of an Interlocal Agreement for Villages Public Safety Department Special Assessment Funding. There is no fiscal impact.

COMMUNITY SERVICES

Library Services

Recommend approval of Unanticipated Revenue Resolution 2026-81 for the appropriation and expenditure of unanticipated revenue through an amendment to the Fiscal Year 2025-2026 Budget.

The fiscal impact is $6,000 (revenue/expenditure - grant funded).

INFRASTRUCTURE AND TRANSPORTATION SERVICES

Public Works

Recommend approval to enter a Lighting Services Agreement with Duke Energy One, Inc. to install and maintain street lighting along 0.6 miles of Hancock Road from the south corner of the Hartwood Landing Subdivision to Hartwood Marsh Road.

The capital fiscal impact is $443,980 (expenditure - South District Road Impact Fee Fund) and is within, and will not exceed, the Fiscal Year 2026 Budget. The annual fiscal impact for maintenance is $3,708 plus electric fees (expenditure - Wellness Way MSTU Fund) and will be included in the future Fiscal Year Budgets. Commission District 1.

PARKS AND WATER RESOURCES

Parks and Trails

Recommend approval:

1. Of Contracts 26-405A, 26-405B and 26-405C with Apex Landscaping, Inc. (Eustis, FL), Green Isle Gardens, Inc. (Groveland, FL) and Site One Landscape Supply (serviced out of Clermont, FL) to provide trees, native grasses, plants on an as-needed basis; and

2. To authorize the Office of Procurement Services to execute the agreements and all supporting documentation.

The fiscal impact is estimated at $225,000 (expenditure). Annual expenditures will not exceed available funding in the Fiscal Year Budget.

TAB 11: BRITT ROAD RECONSTRUCTION

Commr. Smith opined that this was not necessary, and that he would vote no on this item.

Commr. Campione commented that this was in her district, and that she would vote yes in the hope that it would relieve traffic on State Road (SR) 44B. She opined that after the collapse of Britt Road, a tremendous amount of traffic shifted over to SR 44B and created large issues, such as much inconvenience, funds, and time for residents that relied on Britt Road.

Commr. Smith clarified that he was not against the reconstruction of the road; however, he was against the amount of funding paid to do it, and expressed concerns about paying this amount of funding to a private landowner when the County could have done other things with it.

Commr. Campione pointed out that what was being voted on was the construction contract, which was a grant funded contract, opining that the County had worked hard to meet all the parameters in order to have it paved by a Federal Highway Administration grant. She indicated appreciation to staff for all the hard work that allowed the County to use the grant funding to do the road construction.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried by a vote of 3-2, the Board approved to award the Britt Road Reconstruction and Culvert Replacement construction project (Contract 26-711) to Ranger Construction Industries, Inc. for $1,070,286.13.

Commr. Smith and Commr. Morris voted no.

TAB 13: CONSTRUCTION SERVICES FOR CR 466A

Commr. Morris commented that the original estimate for County Road (CR) 466A went from $21 million to $14 million, and that there were some cost savings there, opining that the extra funding could be used to do some repaving.

On a motion by Commr. Morris, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved the following items: a County Incentive Grant Program (CIGP) agreement; supporting Resolution 2026-79 with the Florida Department of Transportation (FDOT) for funding the construction services for the CR 466A from East of Timbertop Lane to East of Poinsettia Avenue Project; Unanticipated Revenue Resolution 2026-80 (URR) to accept and appropriate $3,112,000 for the County Incentive Grant Program (CIGP); a Budget Transfer within the Central Transportation Benefit District fund in the amount of $2,400,000 from Easements/ROW to Infrastructure-Construction 466A Phase IIIB; and a Budget Transfer within the Federal/State Grant fund to move $3,611,561 from Infrastructure-Construction CR466A Phase III (860674.50041) to Infrastructure-Construction 466A Phase IIIB 860674.50073).

PUBLIC HEARINGS: REZONING

REZONING CONSENT AGENDA

Commr. Campione indicated that they would address the rezoning agenda at the current time, and reminded the Board that ex parte communications should be noted on the record.

Mr. Mike Fitzgerald, Director for the Office of Planning and Zoning, said that the day's rezoning cases had been advertised in accordance with the Florida Statutes.

The Chairman opened the public hearing.

There being no one who wished to address the Board regarding any cases on the Rezoning Consent Agenda, the Chairman closed the public hearing.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved the Rezoning Consent Agenda, Tabs 1 and 2, as follows:

Tab 1. Ordinance No. 2026-29
Rezoning Case # PZ2026-02
Clark and Diaz Property (RZ)
Rezone approximately .74 +/- acres from Neighborhood Commercial District (C-1) and to Rural Residential District (R-1).

Tab 2. Ordinance No. 2026-30
Rezoning Case # PZ2025-348
Vibes Academy (RZ)
Amend Community Facility District (CFD) Ordinance #2023-16 to facilitate educational uses.

REZONING REGULAR AGENDA

Tab 3. Ordinance No. 2026-31
Rezoning Case # PZ2023-232
Hartle Hills Apartments (FLUM)
Amend the Future Land Use Map (FLUM) on approximately 17.89 +/- acres from the Regional Office Future Land Use Category to Planned Unit Development (PUD) to facilitate a development program for Hartle Hills Apartments, a 212-unit multi-family apartment complex with associated amenities.

Tab 4. Ordinance No. 2026-32
Rezoning Case # PZ2023-231
Hartle Hills Apartments (RZ)
Rezone approximately 17.89 +/- acres from Agriculture (A) District to Planned Unit Development (PUD) to facilitate a development program for a 212-unit multifamily apartment complex with associated amenities.

Tab 5.
Rezoning Case # PZ2025-83
Tiger Paw Estates PUD (RZ)
Amend Skiing Paradise/Swiss Fairways Planned Unit Development Ordinance No. 2018-6 to revise the approved land uses by replacing the 18 duplex villas (36 dwelling units) and 30 vacation suites (comprised of 10 triplex buildings) with 29 single-family residential units, in order to facilitate and incorporate the Tiger Paw residential development.

HARTLE HILLS APARTMENTS (RZ AND FLUM)

Mr. Fitzgerald presented Tab 3, Rezoning Case # PZ2023-232, Hartle Hills Apartments (FLUM). He explained that the requested action was to amend the future land use (FLU) on approximately 17.89 acres from Regional Office to Planned Unit Development (PUD) to facilitate a development program for the Hartle Hills Apartments, which was a 212-unit multifamily apartment complex with associated amenities. He recalled that the Planning and Zoning Board unanimously approved this item, and said that the location was north of SR 50 and west of CR 455 in the unincorporated City of Clermont area. He stated that the subject parcel was currently vacant and undeveloped, and that the concept plan depicted 10 multifamily apartment buildings, which included amenities such as a clubhouse, pool, tot-lot, pickleball court, dog park, butterfly garden, and a community garden. He remarked that approximately 2.78 acres of wetlands were present on the northern portion of the property, and that there was a 50-foot wetland buffer shown on the concept plan. He commented that 25 percent of the developable acreage would be dedicated as open space, and that there would be a maximum impervious surface ratio (ISR) of 65 percent. He said that the subject property was located within the City of Clermont joint planning area (JPA) and interlocal service boundary agreement (ISBA), and that the City did not oppose the project if

it was developed according to the approved utility agreement with the City, noting that the City would be providing water and sewer service to the property. He stated that Lake County Schools had determined that capacity was available for this project, and that Lake County Fire Station 90 was located one mile from the subject parcel. He mentioned that transportation concurrency was reviewed, and that it was determined that capacity was available; furthermore, transportation analysis showed that the studied intersections would maintain their level of service at buildout. He said that an environmental assessment would be required prior to, or in conjunction with the site plan approval. He then relayed that Tab 4, Rezoning Case # PZ2023-231, Hartle Hills Apartments (RZ), was the request was to rezone approximately 17.89 acres from Agriculture to PUD to facilitate the discussed program.

Commr. Campione asked if the Board had ex parte communications, noting that she had spoken to Ms. Tara Tedrow, the applicant.

Commr. Morris disclosed that he talked to Ms. Tedrow.

Commr. Smith said that he talked to the applicant and had received an email from the City of Clermont.

Commr. Parks mentioned that he talked with Ms. Tedrow and Mr. Hartle, along with having many conversations with the City of Clermont over the years.

Ms. Tedrow mentioned that dense development surrounded this property, and that the Comp Plan spoke to the type of infill development project that was currently being discussed. She specified that Policy I-1.1.4 mandated that the County direct growth to existing urban areas, opining that this was the textbook urban area that the Comp Plan spoke about, as it was in an urban FLU; additionally, the policy said that urban infill shall be encouraged in the urban FLU series, and that higher intensity and density development shall be encouraged in existing urbanized areas to prevent urban sprawl. She mentioned that the project currently had a Regional Office FLU and was close to SR 50 and Florida's Turnpike, opining that it was the type of project that fit infill development. She said that there was some industrial zoning to the north, an existing walkable public shopping center to the east, existing commercial development to the south, and existing residential developments or multifamily, which were below 12 units per acre to the east and 17 units per acre to the south. She stated that the highest density under the urban FLU series was 12 units per acre, and that they were not exceeding this. She indicated that there was no difference between development that could happen in the City of Clermont and the county with this project because the County had adopted JPA regulations specific to the City of Clermont, and that their plan had been reviewed and approved extensively by County and City staff. She reviewed the layout of the project, and noted that they designed it to have split level buildings to take advantage of existing topography so that they did not have to request cut and fill variances and waivers. She pointed out that the project was laid out next to existing wetlands that they would not be impacting, as there would be a 50-foot buffer from the wetlands, and that they had 10 multifamily buildings designed around an extensive amenity package. She commented that the urban FLU series of Regional Office only required 15 percent open space, and that they had a mandatory minimum of 25 percent. She said that under Regional Office, multifamily would be calculated over a 3.0 floor

area ratio (FAR), which would be an intense development with 2.3 million square feet of allowable commercial uses, and opined that a shopping center would be three to four times the amount of traffic that a multifamily unit would generate on a site like this. She remarked that one was permitted under this FLU series to have one multifamily unit for every 10,000 square feet of gross leasable area under the FAR, which would allow 230 units, and that their request was not for something fundamentally different than what they could get by right, except that they were not requesting as intense of a development because they were not putting commercial, industrial, or office uses on the site. She related that they did not want to pursue this as a rezoning to Commercial and then try to do it through the Live Local Act, as they wanted to have market rate, garden-style multifamily uses which met a market need as identified by the Planning and Zoning Board. She reiterated that it addressed the Comp Plan policies about urban infill development in highly urbanized areas with access to existing transportation networks, and that the request was less dense and intense than what the calculations under the existing FLU would allow, as well as providing more open space than what the existing FLU would require. She summarized that they met all of the City of Clermont JPA standards and had the consent of the City for the designs, and she showed an image highlighting some of the amenities they incorporated without any impacts to the wetlands and respecting the 50-foot development setback from the wetland areas; furthermore, this was consistent with staff's recommendations and the unanimous recommendation from the Planning and Zoning Board.

Commr. Sabatini asked about the portion of multifamily that was currently allowed.

Ms. Tedrow replied that the total number of multifamily units allowed was one per 10,000 square feet of gross leasable floor area based on 3.0 FAR permitted by right currently under the FLU series, and that this would result in a more dense and intense development than the proposal. She opined that this could be done with multifamily in a mixed use building, or a horizontal mixed use project.

Commr. Smith inquired if the project included on-street parking other than the designated parking spots.

Ms. Tedrow relayed her understanding that 318 parking spaces were required, which was a 1.5 spaces per dwelling unit requirement; however, they were providing 477 spaces.

Commr. Parks said that he had received a concern about traffic on CR 455 and the access there, and he asked what would happen with this. He asked if Ms. Tedrow would describe the process they had with the City of Clermont.

Ms. Tedrow responded that based on the transportation study, there was existing capacity, and that this would not create a level of service deficiency; furthermore, intersections would operate appropriately, including post build-out. She stated that they would have to do an updated study when they came in for site plan, and that if an issue was identified at that time, the applicant would be required to address it. She mentioned that currently, there were turn lanes designed for going in and out of the project, and that they were of sufficient length for the required stacking.

Commr. Parks relayed his understanding that there may be some traffic calming and items that the engineers came up with.

Ms. Tedrow confirmed this, and she then indicated that they had originally applied in the County and then the City for their utilities. She recalled that they encountered a personnel issue at the City, noting that they already had a water agreement in place with the City for utilities. She clarified that the City had seen the plan, and that they came back to the County with the same plan. She mentioned that the City had the right to annex them for utilities, and that the process had caused significant delays with closing due to factors outside of their control.

The Chairman opened the public hearing.

Ms. Cindy Newton, a resident of Commission District 4, requested clarification on what the FAR was on Regional Office, indicating her understanding that it was 0.35 rather than 3.0. She said that this property abutted the city limits, and indicated her understanding that with this utility service agreement, there was a two-year date of agreement where the City was allowed to annex them, noting that this was in the following month. She was unsure why the County put its resources into this project if the applicant could receive the same density from the City, opining that the City would be able to annex and likely receive the impact fees.

Commr. Campione clarified that transportation impact fees always came to the County, and that water and sewer impact fees went to the City. She added that while Planning and Zoning was not an enterprise fund, the applicant paid significant application fees which went toward staff time. She opined that once in the pipeline, applicants would usually prefer to stay there rather than switching, in light of the history of this item.

Mr. Fitzgerald remarked that for Regional Office, the FAR was 3.0, which was an intense commercial FAR.

Commr. Campione mentioned that this was what could potentially happen.

Mr. Fitzgerald confirmed that this project was not near a 3.0 FAR intensity, and opined that assuming no setbacks or open space, one could build a three-story building on one acre of property.

Mr. Emory relayed his understanding that the JPA was designed to give the Cities the ability to plan their future, and that the County would work with them on this. He said that nothing he had heard on the current day made him feel comfortable about this project, and he asked the Board to deny it, questioning why the County should be approving urban developments in the county. He opined that they should be in the city initially and should not have to be annexed after approval.

Commr. Campione commented that the concept behind a JPA was that if one was in an urban FLU series in the county, they could pursue this in the unincorporated area and then work out an agreement with the City to receive utilities, noting that the applicant had done this.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the public hearing.

Commr. Sabatini said that the property was currently entitled and obligated to be mixed use with commercial and some residential, opining that people liked the idea that density was walkable or had stores involved; however, he opined that this was density without commercial and walkability.

Ms. Tedrow clarified that the Comp Plan did not mandate that one necessarily had to do the mix of uses; rather, it said that if one wanted to have multifamily, the way it would be calculated was based on the FAR. She stated that the PUD would limit it from 3.0 FAR to 0.65 FAR, that it was an effective downzoning from an intensity and density standpoint, and that the Comp Plan calculation yielded 230 units, noting that they were only at 212 units. She added that it was also an increase in open space requirements and met all JPA standards for the City and the County; therefore, they would not necessarily have to do multifamily and commercial or office on this site, though the permissibility was there. She remarked that the Comp Plan indicated that one could do other things, such as light industrial all indoors, commercial, office, and some other nonresidential uses, and that one could also do multifamily that was vertically or horizontally integrated. She stated that they had walkable amenities next to the site, and opined that it did not make sense to have this type of commercial component off SR 50. She opined that it was difficult to do a successful mixed use building, and that it was designed so that there would be a lower intensity and density project, which yielded units to meet an existing market demand, while providing convenient accessibility and walkability to nearby commercial. She opined that they could not get good commercial tenants when they had looked at this in the first year, and that there would not be any visibility on SR 50, reiterating that the Comp Plan said that the County shall direct urban infill development to these types of areas.

Commr. Campione pointed out that there was walkability going from the subject property to surrounding uses, and that the applicant was using a FAR of 0.6. She commented that they were adding a significant amount of open space, and opined that it made a nicer and higher quality project. She mentioned that the applicant was not requesting any variances or changes to the terrain, and that it resulted in a lower unit number than they could otherwise receive with more open space and less intensity. She opined that they had mixed use in combination with what was around the property, and said that she also liked the conversation regarding some traffic improvements occurring to assist with traffic getting in and out of this site and adjacent sites.

Commr. Parks asked if the trail connection was nearby, and Ms. Tedrow replied that it was directly across the street. Commissioner Parks then opined that there could potentially be a push-button signal so that people could safely walk across to the Publix on the other side.

Ms. Tedrow indicated that pedestrian improvements to enhance crossing over could be evaluated with staff, and that with their shared property line, they had an existing cross access easement, opining that it was directly walkable.

Commr. Morris inquired how long would it would take to get the project through the City if the applicant were to start over again.

Ms. Tedrow answered that she was unsure, stating that they had paid fees three times. She then remarked that the two-year window was incorrect on Section 3 of the utility agreement, and clarified that the City would not annex for two years but would retain the right to annex whatever they wanted to provide services.

Commr. Morris opined that since this was market rate, it would cost $2,000 or more.

Ms. Tedrow confirmed this, and added that if they stayed with the utility agreement with the City, anything else would be prohibited.

Commr. Sabatini said that he would not support this because he did not agree with creating large apartment buildings when they had the legislative option of requesting a better project that was more livable and walkable, which included having some commercial space for creative endeavors. He opined that even though the apartments were not bad, his duty was to the citizens who wanted him to vote for the type of planning and development that benefited people who were already there, and that this item did not do this. He opined that a development which included a commercial or other function created a better livability standard and would benefit the people who were already there, and that because the Board had the option to request this, he would have to vote no. He opined that the City of Clermont had historically allowed a reckless amount of development that had caused many issues in South Lake; therefore, he did not give any positive weight to the City's decisions or opinions about what the County should be doing in terms of land use.

Commr. Campione opined that people wanted less traffic and intensity, opining that this was being offered. She opined that adding more commercial and intensity was contrary to what people wanted, and that people wanted green spaces and open spaces; additionally, she opined that there would be nice walkability and high quality. She indicated her understanding that if this was rezoned to Commercial, then the applicant could use the Live Local Act to force a different type of housing, removing the commercial component, and that the County would have to approve it, noting that she would rather see lower intensity, lower traffic, and higher quality, along with walkability.

Commr. Parks agreed, and opined that everything that had occurred along SR 50 and U.S. Highway 27 had been less than ideal in many ways. He opined that in this situation, they were likely getting the best option for what was currently available, such as more open space, as opposed to what could occur with the FAR underneath Regional Office. He commented that his motion would include what the engineer would dictate regarding traffic calming, including a push-button walk signal for the trail so that pedestrians could walk directly across the street safely.

On a motion by Commr. Parks seconded by Commr. Morris and carried by a vote of 4-1, the Board approved Tab 3, Rezoning Case # PZ2023-232, Hartle Hills Apartments (FLUM) and Tab 4, Rezoning Case # PZ2023-23, Hartle Hills Apartments (RZ), including traffic calming according to the engineer's recommendation and a push-button walk signal for pedestrian safety.

Commr. Sabatini voted no.

TIGER PAW ESTATES PUD (RZ)

Mr. Fitzgerald presented Tab 5, Rezoning Case # PZ2025-83, Tiger Paw Estates PUD (RZ). He said that the requested action was to amend Skiing Paradise/Swiss Fairways PUD Ordinance 2018-6 to revise the approved land uses by replacing 18 duplex units and 30 vacation suites with 29 single-family residential units to facilitate and incorporate the Tiger Paw residential development. He recalled that the Planning and Zoning Board had approved this unanimously on their regular agenda, and stated that the location was east, west, and south of CR 565A. He

remarked that the Skiing Paradise/Swiss Fairways development was comprised of approximately 406.8 gross acres, and that it was developed with single family residences, open space, a golf course, a waterski school, and other recreational facilities. He said that Ordinance 2018-6 approved 102 detached single-family units, 18 duplexes and 30 vacation suites, and that the property currently had 101 detached single-family units constructed; however, the duplex and triplex units had not been constructed. He commented that the concept plan depicted the additional 29 single family residential lots on properties with alternate keys 1438764 and 3918951, and that the subject parcels contained a total of 47.8 acres. He related that the minimum lot size would be 30,000 square feet as required by the PUD, that the typical lot size was about 120 feet by 250 feet, and that the concept plan provided open space meeting the 60 percent open space requirement of the PUD. He remarked that on February 2, 2026, the application was provided to the Florida Department of Commerce for a determination of consistency with the Green Swamp, and that they had no comments at that time. He stated that a portion of the development was located within the City of Groveland ISBA, and that the City had no comments. He said that the developed area would be serviced by individual private wells and distributed wastewater treatment systems (DWTS) for septic, and that Lake County Schools had reviewed the application and determined that the project had no impact. He relayed that Lake County Fire Station 95 was located 2.16 miles from the subject property, and that a traffic exemption was submitted and approved by the Public Works Department, as the traffic impacted was determined to be de minimis. He stated that an environmental assessment would be required when they applied for a site plan or subdivision construction plan, if approved.

Commr. Smith relayed his understanding that the applicant was currently allowed 67 dwelling units, and that they were wanting to move to 29.

Mr. Fitzgerald confirmed this.

Commr. Morris asked if the County would be required to collect the funding if the DWTS went to Onsyte, or if Onsyte would be paid directly.

Mr. Fitzgerald indicated his understanding that DWTS went on an individual's tax bill.

Ms. Melanie Marsh, County Attorney, explained that under the current program, DWTS was only for County-assisted projects rather than new development even though Commissioner Parks would prefer to have it all on the County municipal services benefit unit (MSBU). She commented that if it was the will of the Board, staff could clarify that it was an agreement between Tiger Paw and DWTS separate from the County or that was included on the MSBU, and that it could be either way.

Commr. Smith relayed his understanding that they were required to have advanced wastewater treatment or DWTS.

Mr. Fitzgerald confirmed this, adding that they were located in a basin management action plan (BMAP) area.

Commr. Smith opined that the County should let the free market be the free market.

Ms. Marsh clarified that the ordinance specifically called out DWTS and did not give them the option of an enhanced system, noting that the Board could make this change.

Commr. Morris inquired if the roads would be taken care of by the homeowners association (HOA).

Mr. Fitzgerald replied that according to the ordinance, the roads would be under a community development district (CDD), a municipal services taxing unit (MSTU), or an MSBU.

Commr. Parks commented that if they did an MSBU with the current contractor, it would be locked into a certain price. He opined that if the developer did DWTS with Onsyte or someone else, they could likely be subject to much higher increases in yearly fees, noting that the County's rates were capped based on the contract.

Commr. Morris stated that he did not disagree with this until someone did not pay their tax bill, and that the County was paying the septic company regardless of whether the County was paid or not. He opined that it could take years to foreclose if someone did not pay their tax bill, and that the County would still be paying Onsyte each year.

Commr. Campione opined that in that scenario, the County would ultimately end up with the property with its value still intact, and that this benefited the County.

Commr. Morris reiterated that it took time to do this.

Commr. Campione opined that it was unlikely that people would not pay their tax bills.

Commr. Parks mentioned that MSBUs would always include an administrative portion.

Ms. Marsh clarified that to bring it under the County's ability to do an MSBU, Onsyte would also have to agree, noting that their current contract with Onsyte was only for County projects; therefore, they would need a separate contract or an amendment to their existing contract to bring in new subdivisions under the current rates.

Commr. Campione relayed her understanding that this could not be done on the current day unless the applicant wanted to postpone this item, and that sewer service would be between the applicant and Onsyte.

Commr. Parks opined that doing this with the County MSBU was the better option for the resident who was there five to seven years in the future.

Commr. Smith said that the State provided the permits for the septic systems and required these items, and that since the State had agreed to what they were providing a permit for, he was agreeable with this.

Mr. Fitzgerald commented that in the ordinance on page six, there was a statement indicating that the developer must contract directly with a qualified provider and make provisions within their restrictive covenants for the HOA to have easements over the DWTS system and to assess fees for the system until connected to a regional wastewater system, noting that this was an HOA fee assessment in the ordinance.

Ms. Marsh remarked that if the applicant wanted to bring it under the County's collection system in the future, then they could petition for an MSBU.

Mr. Kriss Kaye, representing the applicant, said that this was taking 36 villas and reducing it to 29 single family units, and that this was a reduction in density. He opined that this amendment preserved the rural look with more open space, and that it had been determined to be consistent with the Comp Plan and the LDR. He remarked that the site remained subject to their future

permitting and engineering requirement reviews, and that they were currently under review with the SJRWMD. He said that based on the staff report, the County had concluded that this was a logical and orderly development pattern, and that it satisfied the review criteria. He noted that this was a cutout called Tiger Paw PUD, and that it maintained the character of the original PUD in terms of open space and requirements. He commented that other property owners retained the same rights as Tiger Paw's ownership, and that any adjustments to the original PUD approved in 2018 would have to come before the Board.

Commr. Sabatini inquired about the land use before the last PUD change and the density.

Mr. Kaye replied that it was a PUD, and that the original acreage for the 36 villas was 14 acres; therefore, the density would have been 2.6 units per acre. He said that they were going to spread out the 29 units over 48 acres for 0.6 units per acre.

The Chairman opened the public hearing.

Mr. Tebow Dailland, a homeowner at Tiger Paw Estates phase one and a licensed real estate broker, opined that the rezoning was the right move for the community, and that since they were proposing fewer units for larger lots and better homes, they would sell for more. He opined that when a home's value increased in one part of the neighborhood, everyone around them would benefit, and that every homeowner in Swiss Fairways stood to see their property value increase. He opined that the buyers of these homes would be families, retirees, and people who chose Lake County for its lifestyle, and that the residents would play golf, eat at local restaurants, invest in the community long term, and were the type of residents that would help local businesses grow. He opined that building larger homes on larger lots meant higher property values, a stronger tax base, and less strain on roads and infrastructure than 66 multifamily units. He opined that this was the right project in the right place at the right time, and he urged the Board to approve it.

Mr. John Crocker, owner of Swiss Fairways Inc., said that the discussed PUD was in his name. He recalled that he had spent many hours in 2017 getting the PUD approved, and that he had renovated the golf course and built a clubhouse. He opined that the proposed development was his PUD, and that it was a golf course that was forced to close due to a real estate deal. He opined that the applicant had a permit approved 10 years prior for seven homes on the left side of the 18th fairway, and that the property was not developed. He opined that the applicant wanted to change his PUD and density to build on property that he stole, and that this was wrong. He explained that he was still trying to develop his 40 acres, and that he could not do this if the applicant changed the PUD. He opined that the applicant had forced him to close nine holes of a golf course over a wrong property deal.

Commr. Campione asked if Mr. Crocker had a nine-hole golf course currently, and Mr. Crocker confirmed this.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the public hearing.

Commr. Parks said that he had met with Mr. Crocker.

Mr. Kaye clarified that there had been a civil matter, which had been recognized by the court, and that they were where they were currently as a result of this. He said that Mr. Mike

Hirst, the applicant, owned the acreage free and clear, and that it was previously a golf course but was currently open land. He pointed out that Mr. Crocker had not made an application to do what he was proposing, and that he did not believe that the PUD was under Mr. Crocker's name; rather, it went with the land, noting that Mr. Hirst was one of the landowners.

Commr. Campione relayed her understanding that when two different owners owned property that had one PUD designation, there had to be a negotiation regarding where the density went, and that one owner could not try to take all of the density away and leave nothing for the remainder. She asked if any of this was decided during the civil suit.

Ms. Marsh explained that there was a civil case in 2020 between Swiss Fairways Inc. and Clemson Skiers, which she believed was the predecessor to Tiger Paw. She summarized that much of this complaint was an argument regarding the legal description and the sale of a portion of the property, which was the golf course, to Clemson Skiers, and that there was a settlement agreement that the parties entered into which named Clemson Skiers the sole owner of the property described in the legal description. She relayed that as part of the original complaint, the purchase agreement was filed with the court, and she entered this into the record to support the decision if the Board chose to approve this item. She commented that part of the purchase agreement was a specific provision indicating that the buyers' obligation to close was contingent upon the buyer obtaining governmental approvals and permits necessary and required for the development of the property into a subdivision containing not less than 21 residential lots, each available for construction thereon of a single family detached residential dwelling. She commented that this implied that as part of selling the property, the previous owner was also selling not less than 21 residential lots for dwelling units, and that if there was a dispute regarding the number, this would be a civil issue that the parties would have to handle amongst themselves. She said that it appeared from the original intent of the purchase agreement that Clemson Skiers, also known as Tiger Paw, was to build a single family residential subdivision, and that they received those entitlements when they purchased the property, noting that this was solidified by the court in the settlement agreement.

Commr. Campione pointed out that the applicant was requesting 29 lots.

Ms. Marsh stated that the wording in the purchase agreement was "not less than 21," and that there was no top end, noting that this would be a dispute that would have to occur between Mr. Crocker and the applicant.

Commr. Campione asked what was left behind on Mr. Crocker's share of what was left of the PUD, and if he could do one unit per five acres.

Ms. Marsh indicated her understanding that once these were converted, there were no more entitlements. She clarified that some platted lots had not been built on, which had been accounted for, and that there would be no more additional units available under this PUD without a further amendment.

Mr. Fitzgerald said that according to the conversion table, there were 29 units available, and that if they assigned 21 to the applicant, this would leave eight for Mr. Crocker.

Commr. Campione inquired if Mr. Crocker had 40 acres and wanted to do one unit per five acres.

Ms. Marsh did not recommend that the Board make any type of judicial determination as to who owned these units, and noted that if they wanted to convert them, this would be a civil issue between these two parties as to who was entitled to the 29 units.

Commr. Smith indicated his understanding that there were 67 units left and that the applicant was only requesting 29.

Ms. Marsh clarified that the 67 units were in the form of duplexes and triplexes, which the applicant was converting to single family homes.

Commr. Smith asked if all the Board was obligated to do was approve the new PUD with less density or not.

Ms. Marsh confirmed this, and remarked that the PUD had a separate section for Tiger Paw.

Mr. Fitzgerald said that this was correct, and that if they did not want to assign the units to specific properties, they would likely need to amend Exhibit C, which was the conceptual plan that was part of the ordinance showing all 29 lots going to the applicant's property.

Ms. Marsh relayed her understanding that the Board could remove the concept plan, and that staff could amend page four of 24, which said that the additional 29 single family lots would be known as Tiger Paw and would have these additional requirements. She added that they could adjust this to say it was 29 single family lots for whoever got there first with their plan; otherwise, the parties could go to civil court and address who owned what.

Commr. Campione opined that the County would be named in the lawsuit, and that it would make more sense for the property owners to determine if one would receive eight units and the other would receive the remainder.

Mr. Kaye opined that the Board could possibly approve the 29 units and let Mr. Crocker come back and amend the PUD to get the additional units and increase this number for the total PUD.

Ms. Marsh opined that the issue with this was that this was already likely inconsistent with Green Swamp Rural, and that they could potentially not increase the density. She added that it would be more conforming to reduce the number to 29 lots, and that it was an option for the Board.

Commr. Parks related that 29 was the total cap due to the conversion factor.

Mr. Kaye clarified that this was just their conversion to try to get to 29 lots with some reasonableness.

Commr. Parks mentioned that they would not be exceeding a maximum number, and opined that this was a possible civil matter.

Commr. Smith asked who purchased this property, and Mr. Kaye replied that it was Mr. Hirst. Commissioner Smith then inquired if Mr. Hirst understood that he had these development rights when be purchased them.

Mr. Hirst said that when the purchase was made, 21 lots were on the original construction plan, noting that 11 had been built in phase one, which left phase two of 10 buildable lots east of Phillips Road. He commented that this construction plan included a turn lane at Phillips Road and Montevista Road, which would increase their building costs for the construction plan. He relayed

that this was why they asked how they could reactivate these 10 lots and ask for the additional lots to support the cost of this turn lane, and that the only way to reactivate these lots was to create a new PUD. He indicated his understanding that Mr. Crocker would also have to create a new PUD when he wanted to build because these lots were expired.

Commr. Smith remarked that Mr. Crocker had said that it was his PUD even though he had sold the land to Mr. Hirst.

Ms. Marsh confirmed this, and reiterated that the PUD was tied to the land.

Commr. Smith indicated his understanding that Mr. Hirst was requesting a reduction in the PUD on land he currently owned.

Ms. Marsh clarified that he was requesting a reduction in the total entitlements for the entire PUD to get 29 single family lots, and that because of the way it was written currently, there were no more single family lots available.

Mr. Hirst said that in the original PUD plan, the duplexes were planned to be built east of Phillips Road, which they converted to the 10 lots of phase two.

Commr. Smith inquired if the triplex and duplex entitlements were on the land that was purchased.

Mr. Fitzgerald relayed his understanding that this was the question that remained unanswered, and that when Mr. Hirst purchased property, the west side was part of the golf course and the east side was the area where 18 duplexes, or 36 dwelling units, existed in the original concept plan of the 2018 ordinance. He elaborated that the vacation rentals were not on the subject property discussed on the current day, and that the question was which property owner in this PUD had the rights to the development.

Commr. Smith opined that it would make sense for the two property owners to determine this before coming to the Board for approval.

Ms. Marsh agreed that this would be preferable.

Commr. Smith opined that the Board could potentially deny this until they could determine who owned what, and that they could come back to the Board with what they agreed to. He opined that it would be disingenuous for the Board to say what each property owner received, and he expressed support for letting the court decide.

Ms. Marsh stated that the Board could table it, and that they had specific standards for denying it.

Commr. Campione opined that tabling it to a time certain made the most sense, and relayed that she wanted to try and settle as much as they could. She relayed her understanding that Mr. Crocker had 40 acres left that he wanted to build on with five-acre tracts.

Mr. Crocker clarified that he had 48 acres, and that he was keeping eight for the driving range.

Commr. Campione questioned what would be left behind if the Board took off eight units for that purpose.

Mr. Fitzgerald replied that they would be left with the no less than 21 units.

Commr. Campione opined that the Board could give all of them to the applicant, which would leave Mr. Crocker with nothing, or they could come up with a way to split this number. She opined that the Board should give them until the next zoning meeting to address this.

Mr. Crocker showed a diagram of what was approved in the PUD, and said that it was not anywhere near Mr. Hirst's property and was not even on the same street. He indicated his understanding that Mr. Hirst had been approved for seven homes, and that the permit ran out.

Commr. Campione opined that it was not clear if the lots had to be situated the way a diagram attached to the PUD showed them, and indicated her understanding that what had been told to the Board was just a diagram. She then asked if five-acre tracts were shown on the property that Mr. Crocker referenced.

Mr. Crocker denied this, and relayed his understanding that he could build on five-acre tracts in Lake County.

Commr. Campione indicated her understanding that he would have to rezone.

Commr. Parks mentioned that the applicant has essentially said that they owned it.

Commr. Smith relayed that tabling this to the November 3, 2026 zoning meeting would be 120 days.

Mr. Fitzgerald remarked that they could table it indefinitely and allow the private parties to work things out, and that staff would readvertise it.

Commr. Smith made a motion to table this item indefinitely until the applicants could come to an agreement and come back to the Board.

Commr. Sabatini seconded the motion.

Commr. Smith opined that Mr. Hirst would want to move this forward as fast as he could, along with Mr. Crocker, and that this would be on their timeline.

Ms. Marsh said that even though the Board could table it to allow them the opportunity to work it out, if both parties submitted an email indicating that they were at an impasse, then at that point the Board could readvertise it to bring it back.

Commr. Campione opined that this should be done.

Commr. Parks asked when the impasse would be declared.

Ms. Marsh answered that it was up to them.

Commr. Smith opined that it would behoove the applicants to come together on an agreement.

Commr. Campione opined that currently, the Board could either deny the application or give them something less than they were requesting, which would leave something behind for Mr. Crocker, such as four or five units, leaving Mr. Hirst with 25 units, and that there needed to be something equitable when it came back to the Board.

Commr. Parks opined that ownership was the critical issue.

Mr. Kaye reiterated that Mr. Hirst owned the land.

Ms. Marsh clarified that entitlement ownership was the issue.

Mr. Crocker opined that even though they owned the property, where the dwellings were supposed to be was in question, which he opined was nowhere near Mr. Hirst's property.

Mr. Kaye opined that there was nothing he was aware of that indicated that they had to receive consent of others to modify the PUD. He also opined that Mr. Crocker could have also proceeded.

Commr. Campione said that it was up to the Board to decide whether to give the applicant what they were asking for, or to take into consideration leaving behind some units for Mr. Crocker.

Mr. Kaye commented that even though they were requesting 29 units, under the old PUD, there were 67 units allowed, and that they did not want to necessarily nullify the 67 units. He pointed out that the area that Mr. Crocker had shown as triplexes had been subdivided to be single family lots.

Ms. Marsh said that the Board could table this item to November 3, 2026, and that if the parties provided communication that they were addressing it and would like more time, then it could be postponed further. She opined that they likely needed a date certain because she did not think that these parties would come to a resolution.

Commr. Campione asked if the Board could consider a motion for it to come back on October 6, 2026.

Commr. Smith withdrew his motion.

Commr. Sabatini withdrew his second.

Commr. Campione opined that it could be worked out, or there was a high likelihood that nothing would be approved; however, she did not want Mr. Crocker to take this as leverage that he did not have to work together with the applicant. She opined that they both had to work together.

On a motion by Commr. Parks, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board tabled Tab 5, Rezoning Case # PZ2025-83, Tiger Paw Estates PUD (RZ) to no later than the October 6, 2026 BCC meeting.

Mr. Fitzgerald clarified that because this item was tabled to a date specific, staff would not readvertise it.

RECESS AND REASSEMBLY

The Chairman called a recess at 10:50 a.m. for five minutes.

VARIANCES

Mr. Fitzgerald mentioned that the variances had been advertised in accordance with the Florida Statutes, and that they had previously been reviewed by the Board of Adjustment, which had since been dissolved, noting that they would now be heard by the BCC. He explained that since a strict application of uniformly applicable regulations could lead to unreasonable, unfair, and unintended results in particular instances, the Board was authorized to grant variances to the requirements of the LDR and PUD zoning districts. He specified that the Board could not grant variances inconsistent with the Comp Plan nor grant a variance to permit uses not generally permitted in the zoning district; however, a variance could be granted if the application of the LDR would create a substantial hardship, such as a demonstrated economic, technological, legal, or other type of hardship, or would violate principles of fairness, which were violated when the literal application of an LDR affected a particular person in a manner significantly different from the way it affected other similarly situated persons.

Tab 6.
Case # PZ2025-240
Scharlach Property - W Thyme Avenue
A variance to Land Development Regulations (LDR) Section 6.01.04(A)(1) to allow for an unpermitted deck to remain constructed forty-five (45) feet from the ordinary high water line, mean high water line, or jurisdictional wetland line, whichever is further landward, in lieu of the required 50-foot setback.

Tab 7.
Case # PZ2025-342
Cliché Property
A variance to Lake County PUD Ordinance #29-93 Section II(A), entitled Setbacks and Buffers, to allow construction of a pool, pool deck, and associated screen enclosure 5 feet from the rear property line in lieu of the required 20 feet between structures or 10 feet from the property line.

Tab 8.
Case # PZ2025-343
Komos Property
Variance to Planned Unit Development Ordinance #2005-45 Section III(A)(1)(d)(1) to allow the construction of a pool, pool deck and associated screen enclosure five (5) feet from the rear property line, in lieu of the required 15 feet.

Tab 9.
Case # PZ2025-396
Tuff Shed at Griffin
A variance to Land Development Regulations (LDR) Table 3.02.05 to allow an accessory structure (storage shed) to be located 38-feet from the front property line in lieu of the required 62-foot setback requirement from the centerline of the road and to be located 5-foot from the side in lieu of the required 10-foot.

Tab 10.
Case # PZ2026-19
Operation Parachute
A variance to Land Development Regulations (LDR) Sections 10.01.01(E) to allow for the construction of an accessory structure to exceed the maximum height of the dwelling unit and or twenty-five (25) feet, whichever is greater and LDR 10.01.01(F) to allow for such accessory structure to be constructed in the front yard of the subject property in lieu of side or rear yards.

Tab 11.
Case # PZ2026-37
Osprey Pointe Lot 9
A variance to Land Development Regulations (LDR) 9.02.12, entitled Heritage Trees, to allow the removal of one (1) heritage tree to facilitate the construction of a single-family residence.

Tab 12.
Case # PZ2026-121
Rodriguez and Garcia Property
A variance to Land Development Regulations (LDR) Section 3.01.04(1)(a) to allow a Livestock Building (horse barn) to be off- centered within the boundaries on the subject parcel, and to be constructed eleven (11) feet from the northern property line, in lieu of the required fifty (50) foot setback.

SCHARLACH PROPERTY – W THYME AVENUE

Mr. Fitzgerald explained that Variance Case # PZ2025-240, Scharlach Property - W Thyme Avenue, was for a variance to the LDR to allow for an unpermitted deck to remain constructed 45 feet from the ordinary high-water line, mean high water line, or jurisdictional wetland line, in lieu of the required 50-foot setback. He relayed that it was located at 30033 West Thyme Avenue, contained one gross acre, and was developed with a single-family residence, front wood deck, driveway, and the unpermitted deck, noting that on December 6, 2024, the Office of Building

Services issued a notice of violation for no building permit. He stated that the property was purchased by the new owners on February 14, 2025, and that the new owners had no knowledge of the violation until they received the notice of violation on March 7, 2025. He remarked that on April 9, 2025, staff advised that the after-the-fact deck did not meet the required 50-foot setback, and that on January 21, 2026, the subject Code Enforcement case was presented before the Special Magistrate whose ruling required that the subject property would come into compliance. He related that should the BCC approve this variance, the applicant would be required to obtain zoning clearance and building permits, and he displayed a graphic showing the wooden deck in the rear of the property and the 45.5 foot setback where the 50-foot setback would normally be required.

The Chairman opened the public hearing.

There being no one who wished to address the Board regarding this matter, the Chairman closed the public hearing.

Ms. Jaimie Blunt, the applicant, relayed that everything that was stated was true.

Mr. Jason Scharlach, the owner, mentioned that this was purchased by his son, and that he cosigned the loan. He said that they thought it was a wonderful area until they started receiving code violation notices for the property and learned that the realtor who had purchased the property before them had worked on it and not pulled any permits. He commented that they were coming to the BCC for a variance; otherwise, they would have to destroy the deck and redo it.

Commr. Smith asked if the deck was built to code.

Ms. Blunt replied that it was.

Commr. Parks questioned if Mr. Fitzgerald made a recommendation for approval of the variance.

Ms. Marsh stated that staff had historically not made recommendations on variances, and that it was the Board's determination whether the intent of the code had been met and whether they had demonstrated principles of fairness or substantial hardship, noting that self-created hardships did not qualify as substantial hardship.

Commr. Morris indicated his understanding that there were other things that the realtor did that were unpermitted, and asked who the realtor was.

Mr. Scharlach answered that it was Mr. Benjamin Champion, with Tree Frog Realty.

Commr. Campione related that the Board was just trying to correct the situation with the deck, noting that there was just a five-foot variation off the wetland area. She said that this was in Commission District 4, and opined that even though some variances were difficult, this was an easy one. She opined that there were no environmental impacts, and that it would improve the value of the property.

Commr. Smith pointed out that the purchaser did not know any of this when he bought the property.

Commr. Campione opined that if the deck was near the wetlands and it was obvious that there was an issue, it would be different; however, she opined that this was a low-impact situation.

Commr. Parks remarked that questions needed to be asked, and opined that in his experience, variances were not granted very often. He opined that there could be many cases where people could say that they did not know; however, in this case, the owner was misled.

Commr. Morris opined that another option would be to call the realtor to fix it.

Mr. Scharlach commented that it was not a large deck to begin with.

On a motion by Commr. Sabatini, seconded by Commr. Smith and carried unanimously by a vote of 5-0, the Board approved Tab 6, Variance Case # PZ2025-240, Scharlach Property - W Thyme Avenue.

CLICHÉ PROPERTY

Mr. Fitzgerald explained that Variance Case # PZ2025-342, Cliché Property, was requesting a variance to Lake County PUD Ordinance #29-93 Section II(A), entitled Setbacks and Buffers, to allow construction of a pool, pool deck, and associated screen enclosure five feet from the rear property line in lieu of the required 20 feet between structures or 10 feet from the property line. He mentioned that the location was 500 Grand Vista Trail, and that the purchase date was December 6, 2023. He commented that the subject parcel contained approximately 0.18 gross acres, and that the subject parcel was developed with a single-family residence, a screened entry, a screened lanai, driveway, and walkway; additionally, the ISR was consistent with the grandfathered 1991 maximum ISR, which was no greater than 0.45.

Commr. Smith inquired if there was a medical reason for the pool.

Ms. Christie Folker, with Premier Pool Contractor and representing the homeowner, commented that when they were asked to build the pool, they were given a survey that showed a five-foot setback; however, upon applying for a permit, they were told that there was an ordinance prohibiting it. She remarked that they had received HOA approval, and that the HOA was not even aware of the ordinance that was put into place by the County several years prior. She related that the pool would back up to a golf course, and that there were other properties in line with this one that had pools with the same setbacks; however, this was a much smaller lot. She stated that they had made accommodations as much as possible for this customer, and that even though they wanted a 12-foot by 24-foot pool, they had reduced the size to eight feet by 12 feet to make it more compliant, noting that it would be used for medical purposes. She pointed out that it would not be impeding anyone else's home because it was abutting a golf course, and that they were well within any other buffers.

Commr. Smith asked if Ms. Folker had the HOA approval with her.

Ms. Folker said that she had it; however, it came to them electronically and may not have been printed. She said that she could get it if needed, and noted that she submitted it with the application.

Commr. Campione suggested making the motion contingent on that letter being included in the record.

Ms. Marsh recalled that the Board passed an ordinance that would require applicants to sign an affidavit saying that they were in compliance with the HOA restrictive covenants.

Ms. Folker added that this would be submitted with the permit application.

Commr. Parks questioned if any of the neighbors had an issue with it.

Ms. Folker answered that they did not, and said that the owner had spoken to both neighbors, reiterating that the property backed up to a golf course so there was nobody in the rear to oppose it.

The Chairman opened the public hearing.

Ms. Newton commented that even though the property did not show any wetlands, she had concerns about it. She showed a map of the area, and said that there had been a map revision, noting that it may have been a floodplain. She indicated concern that if the impervious surface was backed up, then some of the water displaced could impact the neighbor's backyard, and opined that one reason why a property on Estes Road had flooded was because there was only a five-foot setback behind it where the water used to escape to run down towards Blue Lake.

Commr. Campione recalled that the elevation of the adjoining property was raised in that situation, and that this was why the water went that way.

Ms. Newton pointed out that the abutting property had the golf course behind it at a higher elevation, and opined that water running toward the applicant's property could impact the neighbor. She asked that this could be reviewed better because of the water issue since there had been a map revision, and opined that this just meant that the property owner did not need to buy flood insurance.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the public hearing.

Commr. Campione relayed her understanding that the HOA approved this.

Ms. Folker confirmed this, and mentioned that the HOA was not aware of the County ordinance regarding the setback change.

Ms. Marsh related that the PUD was adopted in 1993, and that it was recorded and would have shown up in everybody's title, noting that the HOA should have been aware of it.

Commr. Campione wondered if the HOA would be okay with the flooding concerns.

Ms. Folker remarked that according to her site pictures, there were no elevation issues or changes in grade, as she would be building on level ground.

On a motion by Commr. Morris, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved Tab 7, Variance Case # PZ2025-342, Cliché Property.

KOMOS PROPERTY

Mr. Fitzgerald explained that Variance Case # PZ2025-343, Komos Property, was requesting a variance to PUD Ordinance 2005-45 to allow the construction of a pool, pool deck, and associated screen enclosure five feet from the rear property line, in lieu of the required 15 feet. He mentioned that the location was 5651 King James Avenue, and that the purchase date was February 23, 2026. He relayed that the subject parcel was approximately 0.15 acres and was developed with a single-family dwelling unit, a driveway, a front porch, and a backyard patio, noting that the Public Works Department had stated that if this was approved, then they would be looking for a lot grading plan and no obstruction of the five-foot drainage easement. He commented that the parcel was located within the City of Leesburg ISBA, and that the City had no

comments. He mentioned that the applicant stated that there was precedence set with a similar variance, and that staff found that there was a variance in 1999 that was approved for a setback for an 11-foot rear property line setback in lieu of the 15 feet for installation of pool decking and the pool cage; however, this case was requesting a five-foot setback in lieu of the 15 feet. He showed the site plan that was submitted to staff, and noted that the Royal Highlands HOA architectural review board reviewed this item and denied the homeowner's request for this on July 8, 2026.

Commr. Campione indicated her understanding that the Board could not override a decision by the HOA with a variance.

Ms. Marsh affirmed this, and said that no matter what was decided on the current day, the owner would have to deal with the HOA separately.

Ms. Folker, representing the applicant, stated that this was the same scenario, and that they applied for HOA approval with Royal Highlands, noting that one of the board members was the person granted a previous variance for a pool. She commented that they were told that the HOA would not unilaterally grant the homeowner approval for the pool without it coming before the variance board because other members of the community had to go through that process, and that if it went through the variance process and was approved, then the HOA would approve it. She remarked that at a July 4, 2026 picnic at the community, there was a petition that was taken around and signed in opposition to this, and that when it was brought to the HOA board in the previous week, the homeowner was not given notice of any opposition or given a chance to speak on her behalf.

Commr. Parks inquired if the proposed pool, pool deck, and screen enclosure could be reconfigured and reduced to meet the required 15-foot rear setback.

Mr. Fitzgerald opined that this was an option to reduce the pool, and that the pool contractor could speak on options for construction design.

Commr. Parks indicated his understanding that this was one of the criteria for the variance.

Ms. Folker showed the original design for the pool, and said that the survey showed a five-foot setback, noting that they did not find out about the 15-foot setback until they applied for the zoning approval. She mentioned that if she were to follow the setback for the ordinance in place, then the homeowner would only be allowed to install a very small pool in the back entryway of the home, and she showed a rendering, noting that there had been variances approved before in this community for this use.

Commr. Parks opined that this was a difficult decision.

Ms. Folker commented that they used the survey for their contracts, and that it was not until they went to apply for the permit that they found out about the discrepancy between a surveyed setback and an ordinance setback.

Commr. Campione questioned if the letter from the Royal Highlands HOA referenced that they were against it unless a variance was approved.

Ms. Marsh answered that the letter received on July 8, 2026 stated that the Royal Highlands Board of Directors was asking the BCC to deny the variance, and that they had denied the homeowner's request.

Ms. Folker relayed her understanding that several members of the board had changed hands, and that if the BCC granted the variance, then she would still have to go before the HOA and request approval pending the outcome, opining that the homeowner deserved proper enjoyment of her backyard.

Ms. Marsh commented that additional language in the petition said that the request of reduction was substantial, as the setback requirement existed to protect neighboring properties, preserve open space, and maintain privacy and neighborhood character, and that reducing the required setback from 15 feet to five feet would remove two thirds of the required buffer and place the proposed improvements much closer to the neighboring property. She remarked that the Board's consideration on the current day was not dependent on what the HOA said or thought about it, and that the Board needed to consider if it could meet the intent of the code and if there was substantial hardship or principles of fairness that had been demonstrated.

Commr. Parks asked if the ISR requirement for this PUD would be met on a per lot basis if the variance was granted.

Mr. Fitzgerald stated that it would, and that the ISR would be 60 percent, noting that the maximum allowable ISR was 65 percent.

Commr. Sabatini opined that based on the reasoning of the applicant's representative, the hardship had been met, and he made a motion to approve.

The Chairman opened the public hearing.

Ms. Patricia Reynolds, Vice President of the Royal Highlands HOA, remarked that they had sent a letter stating their objections to the variance, and that even though there had been other variances granted, those variances did not back up to other properties, which this property did. She expressed concern about the property behind the applicant losing value if the variance was granted, and opined that the Board would be setting a precedent requiring the HOA to approve any variance that came before the BCC even if it backed up to wetlands, a farm, or another property. She opined that some of the residents did not buy property to have pools or decks backing up to them, and relayed her understanding that the applicant had owned the house since 2002. She mentioned that the architectural committee approved this in July 2025; however, the HOA was not aware. She related that it was approved contingent on the BCC approving the variance, and that it was good for six months. She stated that the final approval was with the HOA Board of Directors, and that they voted down the recommendation of the pool and screen enclosure; additionally, she had a petition signed by 53 residents asking the BCC to deny the variance.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the public hearing.

Ms. Folker mentioned that she had only counted 43 signatures at the time she was made aware of the petition, and that none of those who signed were neighbors of this property, noting that since all of them lived a quarter of a mile away or farther, this would not affect any of their homes. She related that the current homeowner bought this property in 2002, and that her mother had bought the property in 1998, noting that her mother still lived in the home.

Commr. Campione opined that something was missing, and said that she wanted to hear from Ms. Reynolds again who had said that people around there did not want it, as it would affect adjoining neighbor's properties.

Ms. Reynolds remarked that when she had asked a couple of people on the homeowner's street to sign the petition, they did not want to sign it, opining that they would get in trouble with their neighbor or cause issues; however, she opined that as the HOA Board of Directors, they had to consider everybody in the community and not just the neighbors that did not want to cause issues with their neighbors.

Commr. Campione opined that it would be nice if neighbors would work with each other and be reasonable, and that even though rules were rules, the setbacks for the lots were very tight.

Ms. Folker opined that if a variance was granted before for an 11-foot setback in this community, then they could reduce their design four feet and still get most of what was proposed. She asked if the HOA board would be willing to allow this.

Commr. Campione opined that going from a 15-foot setback to a five-foot setback was a large amount, and that going to an 11-foot setback would be less impactful. She opined that the HOA board and the architectural committee may look at this differently if there was not such a drastic change, she asked if the Board would support tabling this item for 30 days so that they could they could reach a resolution.

Ms. Folker commented that the reason she did not make the six-month expiration date was because the variance process had taken this long.

Commr. Sabatini withdrew his motion.

Ms. Marsh clarified that it could be postponed until the September 1, 2026 BCC meeting.

Commr. Smith opined that it would be beneficial for the homeowner to get the HOA to approve it before it came back to the BCC.

Commr. Campione hoped that the HOA would be more inclined to do this since it was a less impactful variance request.

Commr. Sabatini opined that the hardship was met, and said that he respected the fact that the HOA had the final authority, noting that if this was a different situation and there was no HOA involved, then he would view this differently.

Commr. Campione agreed, and said that this was a deed restricted community that was governed by rules and regulations.

Ms. Folker indicated her understanding that if they received HOA approval, then they would come back before the Board for the difference in the 15-foot to the 10-foot setback for approval.

Commr. Campione confirmed this.

On a motion by Commr. Morris, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board postponed Tab 8, Variance Case # PZ2025-343, Komos Property, to the September 1, 2026 BCC meeting.

TUFF SHED AT GRIFFIN

Mr. Fitzgerald explained that Variance Case # PZ2025-396, Tuff Shed at Griffin, was for a variance to the LDR to allow an accessory structure to be located 38 feet from the front property line in lieu of the required 62-foot setback requirement from the centerline of the road, and noted that it would be located five feet from the side in lieu of the required 10 feet. He related that the location was 35142 West Griffin Drive, and that the current owner purchased the property on May 4, 2023. He explained that the subject parcel contained approximately 0.43 acres, and that it was developed with a single-family dwelling unit, deck, dock, boathouse, carport, and utility building. He commented that the ISR remained within the maximum allowable ISR of 30 percent, and that the applicant had indicated that there was substantial hardship due to the location of their drain field and septic tank; additionally, the proposed location of the development appeared to reduce or prevent impact on the shoreline protection of Lake Griffin.

The Chairman opened the public hearing.

There being no one who wished to address the Board regarding this matter, the Chairman closed the public hearing.

Mr. Chris Conova, the applicant, stated that he and his wife, Ms. Mary Canova, were seeking a variance to put a Tuff Shed on their property, and opined that in a typical neighborhood, one would be hesitant to put a Tuff Shed in what was considered the front yard, which was where one would drive into a residence; however, this was not a typical neighborhood. He showed photos of the property, and explained that they did not front a road, as there was an easement, which he opined was more of a dirt path than a road. He related that they did not receive trash pick-up or mail there, and that they had to travel one block to a paved road, which was Twin Palms Road, to receive those services. He elaborated that the easement was from the property owner who owned the carport in the photo, and he pointed out where he was proposing to put the Tuff Shed. He remarked that regarding aesthetics, the color and architecture of the shed was similar to the dwelling on the site; additionally, there was a hardship for him to place the shed elsewhere on the property. He explained that the north side of the property was very narrow, and that between the tree line and the house there was only about 20 feet of useable space. He mentioned that this was the only path to get around the house and the neighbor's house to bring in heavy equipment for maintenance and repairs, and that he had recently allowed his neighbor access through that pass to receive well drilling services on his side of the property. He commented that the south side of the house was narrow and was occupied by the septic tank and drain field. He related that his property bordered Lake Griffin, which he considered the front of the property, and that he was not going to place a Tuff Shed on the lakeside. He asked that the Board grant the variance, reiterating that there was a hardship there, opining that this was a logical development pattern for the property. He mentioned that there was no HOA in this area, and that the neighbor had no objections, noting that beyond the carport there were rental units.

On a motion by Commr. Smith, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved Tab 9, Variance Case # PZ2025-396, Tuff Shed at Griffin.

OPERATION PARACHUTE

Mr. Fitzgerald explained that Variance Case # PZ2026-19, Operation Parachute, was for a variance to the LDR to allow for the construction of an accessory structure to exceed the maximum height of the dwelling unit and/or 25 feet, whichever was greater, and to allow for such accessory structure to be constructed in the front yard of the subject property in lieu of side or rear yards. He stated that the location of the project was 19811 Eustis Airport Road, and that the most recent purchase of the property was March 27, 2024. He explained that the subject parcel contained approximately five gross acres and was developed with a 17-foot tall mobile home and an aluminum shed, noting that the applicant was requesting to allow for the construction of a 35-foot tall 8,000 square foot metal accessory building. He commented that the Public Works Department reviewed this applicant and had asked for conditions to be met, including a five-foot drainage setback to allow for drainage on the property, and that fire safety conditions included the following: maintaining access to the property; water supply for fire suppression; and no events shall be held onsite. He mentioned that the subject property was located within the City of Eustis JPA, and that the City had no comments. He related that the allowable ISR within the agricultural district was 10 percent, and that the project would meet this if approved.

Mr. Dan Reese, the applicant, stated that he and his wife owned the property, and that they were seeking this variance so that they could support the Phantom Airborne Brigade by hanging their parachutes on the property.

Commr. Campione questioned if everybody knew what the Phantom Airborne Brigade did and why they needed the height of the building, and asked Mr. Reese to explain.

Mr. Reese explained that the Phantom Airborne Brigade was a group of about 500 members, who were mostly prior military Airborne Rangers, and that they did jumps into Lake Eustis and Lake Dora about three to four times per year, noting that they needed somewhere to dry their parachutes after jumping. He commented that this included retired and disabled veterans, and that they offered their land to them to use to dry their parachutes.

Commr. Smith relayed his understanding that this variance was for parachute drying.

The Chairman opened the public hearing.

Ms. Harmony Pentecost, a resident of Lake County, opined that the Phantom Airborne Brigade was a great organization as well as a great cause, and said that she supported this project, noting that she and her sister owned the property next to Mr. Reese.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the public hearing.

On a motion by Commr. Sabatini, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board approved Tab 10, Variance Case # PZ2026-19, Operation Parachute.

OSPREY POINTE LOT 9

Mr. Fitzgerald explained that Variance Case # PZ2026-37, Osprey Pointe Lot 9, was for a variance to LDR Section 9.02.12, entitled Heritage Trees, to allow the removal of one heritage tree to facilitate the construction of a single-family residence. He commented that the property was located at Osprey Point Boulevard in the City of Clermont, and that the purchase date of the

property was November 21, 2025, noting that the subject property contained approximately 1.54 net acres. He mentioned that this project had been reviewed by the floodplain management staff, and that they understood that the tree was directly in the middle of the upland developable property and had no objection to the proposal. He showed the flood map, and said that according to Lake County regulations, if there were uplands and floodplain on the property, then development was supposed to be directed towards the uplands. He explained that they had a hardship because there was a heritage tree directly in the way of where the home could be constructed, and that regarding the fairness principle, the lots next to this one were able to have homes built on them because there were no trees in the way.

Commr. Parks inquired what the requirement was for tree mitigation.

Mr. Fitzgerald replied that if approved, the applicant would receive the variance to remove the tree, and noted that when trees were removed, they paid tree mitigation fees in association with that permit.

Commr. Campione indicated her understanding that when building the house, the applicant would have to comply with the landscape requirements for tree planting.

Mr. Fitzgerald confirmed this, and pointed out that according to the aerial, there were many trees on the property, noting that they would take that into consideration. He commented that as they moved forward with the LDR rewrite, they had an opportunity to reevaluate trees in a front yard.

Mr. Adam Edgington, President of the Homebuilders Association of Lake-Sumter (HBA-LS), remarked that they were trying to comply with the Heritage Tree ordinance; however, there was no way to construct a single-family residence with the tree there. He mentioned that the tree was in a hole, and opined that it would not last through construction. He showed an overlay of the setbacks for the lot where the canopy tree was, and opined that there was no way to construct the size of home required by the HOA without removal of the tree. He related that the tree mitigation fee for 55 inches was $2,760, which would be paid to the County, and noted that there were about 200 canopy trees left on the property in the wetland area.

Commr. Parks asked if they would plant street trees.

Mr. Edgington answered that oak trees were required in the development, and that there was an adjacent parcel that was HOA owned, opining that there would be bushes typical in the whole neighborhood.

The Chairman opened the public hearing.

There being no one who wished to address the Board regarding this matter, the Chairman closed the public hearing.

Commr. Campione opined that this was a good textbook variance case, as this was unique to the property, it could not be worked around, and they were trying to mitigate. She opined that even though she did not like to see the tree destroyed, this case checked all the boxes.

On a motion by Commr. Parks, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved Tab 11, Variance Case # PZ2026-37, Osprey Pointe Lot 9.

RODRIGUEZ AND GARCIA PROPERTY

Mr. Fitzgerald explained that Variance Case # PZ2026-121, the Rodriguez and Garcia Property, was a variance to the LDR to allow a livestock building, which was a horse barn in this case, to be off-centered within the boundaries of the subject parcel and to be constructed 11 feet from the northern property line in lieu of the required 50-foot setback. He remarked that the location of the property was 12901 Cynthia Lane, and that it was purchased by the current owner on June 23, 2022. He explained that the subject parcel contained approximately 5.75 net acres and was developed with a single-family residence, pool, spa, metal storage shed, two wooden storage structures, a metal accessory storage building, and the subject two-story barn. He commented that on November 4, 2024, the subject property was cited for being in violation for having no building permit issued for the subject barn being constructed on the rear of the property, and that on May 21, 2025, the Special Master ordered the owners to take corrective action, noting that on March 25, 2026, they were still not in compliance with the order of enforcement. He related that the owner determined the location of the structure based on the setbacks given to them for a single-family residence and non-livestock accessory structures, and that due to the use for livestock, the structure was subject to more restrictive setbacks. He stated that if approved, the requested variance would allow for zoning clearance to be granted and would assist to resolve Code Case #2024110023. He commented that the intent of the LDR on the keeping of livestock for general agricultural non-intensive agriculture was to help reduce the noise, odor, and air quality impacts on neighboring properties, noting that the subject structure was approximately 318 feet from the nearest adjacent residence and was more than 400 feet from the adjacent residences to the north and south.

Ms. Madelyn Damon, an attorney representing the applicant, stated that the subject property was located in an area that was rural and agricultural in nature, and that there were parcels zoned Agriculture to the south and the east. She mentioned that the property owner had previously believed that his property was zoned Agriculture, and that a horse barn did not require a building permit. She commented that before constructing the barn, the property owner reached out to the Office of Building Services and asked them about the applicable development standards, including setbacks, and that they told him that the setbacks were 10 feet from the side property line. She said that they did not advise him of any changes in that standard for livestock buildings, and that the property owner relied on those statements prior to construction. She remarked that after he proceeded with construction, he received the building permit violation, and noted that this was not the result of a complaint from a neighbor but from a code official who reported it. She related that after this notice, the property owner submitted all the drawings and plans required to get a building permit, and that this was when he discovered that there was an increased setback for livestock buildings. She stated that the owner acted in good faith and reliance on the County's advice before construction and did not intentionally violate the LDR, opining that the strict enforcement of that setback would be inconsistent with the owner's reliance on that information and disproportionate to the violation at hand.

Commr. Morris inquired if the owner had anything in writing from the permitting department.

Ms. Damon answered that there was nothing in writing, and that when she spoke to the property owner on the previous day to confirm his statements, he said that he had called to ask those questions and had nothing in writing.

Commr. Morris asked if the owner wrote down who he spoke with.

Ms. Damon replied that she was not aware of this, and that the owner did not specify.

Commr. Morris indicated concern because staff knew the rules.

The Chairman opened the public hearing.

Mr. Dan Dashtaki, a resident of Lake County, related that there were living quarters above the barn with electric lighting outside and possibly water, and opined that someone could possibly live there. He requested that there be a condition to the variance for the lighting to not be allowed within the 50-foot setback for people who were trying to sleep, opining that it would keep him awake.

Commr. Campione questioned if the use of the livestock would be an issue for him.

Mr. Dashtaki answered that he did not have an issue with the livestock, and opined that Mr. Rodriguez was trying to make the best of his property; however, he would like a condition for the lighting.

Commr. Campione relayed her understanding that he wanted the light directed away from the boundary.

Commr. Morris inquired if this was a secondary structure that somebody lived in.

Mr. Dashtaki said that it appeared that there was a barn on the bottom and an airconditioned living space upstairs. He stated that all he was asking was that the light fixtures be done away with, and that he did not want the light to be an issue even if Mr. Rodriguez sold the property.

Commr. Campione opined that if there was a motion for approval, it could include the condition that the lighting be directed away from the adjoining boundary line.

Ms. Marsh confirmed this, and added that if the light was directly on the side focused on the property line, then the Board could have the property owner remove the light or have it directed downward; additionally, the Board could incorporate dark sky standards.

Mr. Dashtaki opined that it was not dark sky standard, as the light still dissipated, and that there were lights on the second story and down below; therefore, he asked the Board to not approve the fixtures to be there in the 50-foot area, opining that horses did not need light.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the public hearing.

Commr. Parks relayed his understanding that the applicant did not demonstrate a substantial hardship or economical, technological, legal, or other hardship other than a self-created hardship, such as constructing a building without the obtaining the proper permit, and wondered if the barn could go somewhere else on the site.

Mr. Fitzgerald commented that this was a self-created hardship because the applicant was choosing to turn the barn into a livestock building, which had more extensive setbacks than what

an accessory structure would have, and noted that if one was putting in a shed or a barn for storing a lawnmower, then the setback was reduced. He elaborated that livestock buildings were supposed to be 200 feet from the property line, and that if this was a smaller property, then the structure had to be centered and be 50 feet from the property line, noting that this structure was right against the neighboring property. He reiterated that they built it without a permit, and that this was required unless they had an agricultural exemption.

Commr. Parks indicated his understanding that staff would put something in writing, such as a zoning clearance, beforehand.

Mr. Fitzgerald remarked that every Lake County resident had the opportunity to apply for a zoning conformance letter to find out what they could do with a piece of property before they took any action, and that once a resident moved forward with an action that could be approved, there was still a zoning clearance that was done prior to the building permit being issued.

Ms. Marsh added that if there was living space in the structure, it removed it outside of the nonresidential farm building exemption, and noted that there should not be living space in a nonresidential farm building. She commented that regarding the phone call to staff and not being given correct setbacks, the information obtained from a phone call was only as good as the questions that were asked, and that if the property owner did not specifically tell staff that this was going to be a livestock building, then he would not get a livestock setback. She mentioned that she had been working with staff on this, and that staff needed to stop giving this information over the phone because more often than not, many of the issues the County was encountering were from people who were having these conversations and relying on them when not asking the proper questions. She stated that if people were asking questions about their setbacks and what they could do, staff could start directing them to ask for a zoning conformance letter in writing so that the County could avoid these issues, and that they were working on resolving this issue because it had been a large issue between residents and staff, noting that this was an issue in this particular case.

Commr. Campione opined that from a convenience standpoint, it would be nice to be able to call, ask a question, and get the information; however, nobody knew what was really asked.

Ms. Marsh stated that staff knew well what the setbacks were for a livestock building, and that if this had been mentioned during the conversation, the property owner would have received this information.

Commr. Campione relayed her understanding that if there was no livestock, then they could apply for a building permit and put the building in this location.

Ms. Marsh believed that they had met the regular setbacks, and Mr. Fitzgerald confirmed this. Ms. Marsh commented that if there was living space, the property owner would have to pay the impact fees and get a permit.

Commr. Morris inquired if they could have a living space in there.

Mr. Fitzgerald remarked that staff was not made aware of living space in this structure through this application, and that if there was living space in this structure, it constituted an accessory dwelling unit, which was a whole new conversation.

Ms. Marsh related that this may also not meet the setbacks for an accessory dwelling unit.

Ms. Damon clarified that when she spoke with the property owner on the previous day, nobody was living in the structure, and that there was no intent for anybody to live in that structure, as it was only to be used for a horse barn.

Commr. Morris asked why the property owner had air conditioning for the second story, and asked if the property owner was in attendance.

Ms. Damon indicated that she did not know why, and that the property owner was not in attendance, as she was the applicant. She commented that this case came to her after the barn was already built and the violations were already received, and that she was working with the knowledge that she had. She mentioned that based on her conversation from the prior day, nobody was living there, and that the property owner did not intend for anybody to live there.

Commr. Campione asked if there was plumbing or a bathroom.

Ms. Damon said that she did not know for certain, and that there may possibly be one; however, this was something that she would need to confirm with the property owner. She reiterated that the owner did not intend to live there or use it as living quarters, and that it was not going to be a mother-in-law suite or a rental unit, as it was just going to be used for horses.

Commr. Parks related that this was in his district; however, he was not supportive of the variance request. He made a motion to deny the variance.

Commr. Sabatini seconded the motion.

Commr. Parks wondered if the property owner could go through a different process for an accessory dwelling unit.

Mr. Fitzgerald replied that they could; however, this variance was for the keeping of livestock in the building. He remarked that if they removed the livestock, then they were in compliance with the setbacks for an accessory structure, noting that they still needed to obtain a zoning clearance and building permit.

Commr. Morris inquired if there was an impact fee for an airconditioned space on the second floor.

Mr. Fitzgerald denied this, and stated that they would have to submit building plans to show that it was actually was a livable structure. He remarked that air conditioning a bonus room above a barn would not constitute an accessory dwelling unit, and that it would have to have a living room, bedroom, bathroom, kitchen, cooking facilities, and a separate entrance from the outside of the building.

Ms. Damon asked if the BCC had a recommendation, and questioned if the property owner could achieve it without having to fully demolish his barn and move it to the middle of his property. She reiterated that even though the subject property was Rural Residential (R-1) zoning, there was Agriculture zoning to the south and east, and that there were horses and other livestock in this area. She mentioned that the barn was not close to any structure, and noted that in the staff report, it said that the closest house was 318 feet. She commented that none of the neighbors were opposing this structure, and that there was no objection to having livestock.

Commr. Morris opined that the homeowner could sell his house and somebody new could move in, and that the owner needed to go back through the process.

Commr. Smith opined that the main issue was that the property owner did not pull a permit.

Ms. Damon agreed, and remarked that the property owner knew that he did not pull a permit; however, he was under the impression that his property was zoned Agriculture, and that since the structure would be used for agricultural purposes, such as horses, then he would not need a permit. She mentioned that since that time, the property owner had become aware of the process, and that he had applied for the permits and submitted all the drawings. She opined that their request was simple, and said that they were happy to comply with the lighting conditions, noting that nobody would live in that structure.

Commr. Campione opined that since there was a motion and a second to deny the variance, it would not be approved; however, she opined that the structure would not need to be demolished, rather it just could not remain as a place for livestock.

Ms. Damon asked if going through the process again referred to the building permit process for livestock or without livestock.

Mr. Fitzgerald commented that if the property owner wanted to pursue the keeping of livestock, then he would have to build a barn that complied with the LDR, which would be centered on the property. He relayed his understanding that if the existing barn was permitted as an accessory structure, it met the side yard setback for the zoning district it was in and could remain an accessory structure on the property.

Commr. Campione opined that it could be used as a shed, a storage area, or a garage; however, it could not be used for livestock.

On a motion by Commr. Parks, seconded by Commr. Sabatini and carried by a vote of 4-1, the Board denied Tab 4, Variance Case # PZ2026-121, Rodriguez and Garcia Property.

Commr. Smith voted no.

REGULAR AGENDA

HAMRICK TRANSFER OF DEVELOPMENT RIGHTS

Mr. Fitzgerald commented that this item was for discussion and direction regarding transfer of development rights (TDRs), and that he would review current code that Lake County had for a TDR. He explained that the LDR established a mechanism and criteria for the TDRs consistent with the Lake County Comp Plan, and that development rights located within the Wekiva River Protection Area (WRPA) A-1-40 sending area and the WRPA A-1-20 sending area may be transferred to the WRPA A-1-20 receiving area and the Mt. Plymouth-Sorrento receiving area. He elaborated that a sending area was designated as environmentally sensitive and suitable for the reduction of development potential through the transfer of development rights to a designated receiving area, and that a receiving area was designated for potential development beyond its base density through the transfer of development rights from the sending area. He displayed a map showing where the A-1-40 sending area was, and related that the WRPA A-1-40 was a sending area that was inside the Wekiva River hydrologic basin and included the following: the maximum base density was one dwelling unit per 40 acres; the increase in density was one dwelling unit per 10 net buildable acres developed as a Rural Conservation Subdivision or PUD; and there was 50 percent common open space. He showed a map of the WRPA A-1-20 sending area, which was

outside the Wekiva River hydrologic basin, and said that the maximum base density was one dwelling unit per 20 net acres, that the increase in density was one dwelling unit per five net buildable acres as a Rural Conservation Subdivision or PUD, and that there was 50 percent open space. He then displayed the map of where the receiving area was located, and said that the WRPA A-1-20 receiving area was west of the Wekiva River system and included the following: the maximum base density was one dwelling unit per 20 net acres; the increase in density could be one dwelling unit per five net buildable acres as a Rural Conservation Subdivision or PUD; there was 50 percent common open space; and the density could be further increased by one dwelling unit per one net buildable acre through the TDRs from one of the sending areas.

Commr. Campione pointed out that some reference points included County Road (CR) 437 up to CR 44A, noting that the County had recently put a traffic signal at that intersection near the Black Bear Reserve subdivision. She mentioned that CR 437 went over almost to CR 46A, and that the Cross Tie Ranch subdivision was over there.

Commr. Smith asked if Mr. Fitzgerald had a Google Map of the receiving area.

Mr. Fitzgerald answered that he had not included aerials of the property, and related that the second receiving area was the Mt. Plymouth-Sorrento receiving area, which was within the WRPA and the Mt. Plymouth-Sorrento community, and included the following: the maximum base density was based on a zoning classification prior to March 12, 1990; the increase in density was 10 dwelling units or more developed as a Rural Conservation Subdivision or PUD; there was 25 percent common open space; and there could be a further increase of 5.5 dwelling units per one net buildable acre through the TDRs from the sending areas. He then displayed a map showing the Mt. Plymouth-Sorrento receiving area, a broad-based aerial view of where all the areas were located, and a map of that area with the vacant land use analysis, noting that it showed all the unincorporated vacant land in the areas of the receiving and sending areas. He remarked that the protocol for administering the TDRs included the following: the applicant would be responsible for purchasing the sending area land; the TDRs would be requested by the submission of simultaneous rezoning applications for the sending and receiving area properties, such as an upzoning and a downzoning; and this would come before the BCC for consideration of the TDR approval.

Commr. Campione mentioned that there was not a sending parcel for the Hamrick TDRs.

Ms. Marsh commented that Mr. Wilson Hamrick, Ms. Amanda Musselwhite, and Mr. Dewey E. Chaudoin sold real property within the sending area A-1-20 to the Florida Department of Environmental Protection (FDEP); however, a dispute arose over whether the TDRs were included in the purchase. She mentioned that in 2005, the plaintiffs filed a lawsuit against FDEP and Lake County, and that in July 2006, there was a settlement agreement between the plaintiffs and the County where the County agreed to honor the TDRs if awarded to the plaintiffs by the court; furthermore, in September 2017, the plaintiffs and FDEP settled the litigation whereby the plaintiffs were awarded 329 TDRs. She summarized that FDEP owned the land, that Mr. Hamrick owned the TDRs, which were fully transferable to a property in the receiving areas pointed out on the maps, and that the transfer would be effectuated by a TDR purchaser applying to rezone or

upzone the receiving area property to document the TDRs. She showed a depiction of the property, which included six parcels in the sending area A-1-20, and said that if the Board chose to move forward with a purchase of the TDRs, then the benefits could include the following: eliminating the possibility of higher density in the receiving areas; potentially allowing the County to start a TDR bank; and potentially recovering the purchase price through the sale of TDRs from the bank if a countywide program was established in the future. She commented that Mr. Hamrick was asking for the County to purchase those TDRs versus finding a willing buyer in the receiving area where it would then become just a transaction between a buyer and seller.

Commr. Morris inquired if any TDRs were being transferred currently.

Ms. Marsh relayed that there had been some TDR transfers, including the following: Black Bear Reserve was a recipient of some TDRs many years prior; RedTail Reserve had some TDRs; and there were TDRs associated with the Neighborhood Lakes Trailhead property, which was purchased for the Wekiva Parkway, noting that the property owner was compensated for those TDRs from the State when they bought the property.

Commr. Morris indicated his understanding that the County had not been involved with that.

Ms. Marsh confirmed this, and stated that it was considered an intangible property right that was bought and sold between buyers and sellers. She related that the only involvement the County had in the past was from downzoning a property where rights were leaving and upzoning property to where they were going to; however, the County had no TDR bank or transfer program, as it had never been established.

Commr. Morris questioned what the cost was for these TDRs.

Commr. Campione commented that the owner was looking at what had been paid in the past for this type of transaction, and noted that Mr. Hamrick was in attendance. She mentioned that TDRs were done many years prior when the Wekiva River Protection Act was put into place, and that there were people who were trying to subdivide property using TDRs to get higher densities, such as Black Bear Reserve, noting that this had not been done since then with any regularity. She stated that Mr. Hamrick's position was that he should have been paid for the full value of his property, and that he had to take the TDRs as compensation for the difference between what the State was willing to pay and the fair market value; however, she opined that there was no place to use them and no market for them. She remarked that Mr. Hamrick wanted the County to purchase the TDRs, and opined that if the County did not purchase them, then this could lead to potentially adding density to those receiving areas. She mentioned that since she was the Commissioner for this district and was also on the Wekiva River Basin Commission, spending much time working on efforts in the Wekiva Protection Area, she would not like to see the density increase in those receiving areas, noting that she would like those areas to remain low density. She opined that even though the maximum allowance was one unit per acre, this would be very high compared to what was currently out there.

Commr. Morris asked how many other landowners had TDRs.

Commr. Campione replied that nobody had a written document where the TDRs were already established, and said that they would have to come to the County and establish them, opining that this was what made this situation unique. She relayed her understanding that if someone in one of the sending areas wanted to try to do a transaction and take rights off their property, then the County would have to be involved because it would require a downzoning and an upzoning; however, this case was different, as the TDRs had already been bifurcated from the property. She elaborated that this was why Mr. Hamrick and the others felt that they were in a unique situation.

Commr. Morris indicated his understanding that Mr. Hamrick could sell those TDRs to anybody he wanted to.

Commr. Campione clarified that they could only sell the TDRs to those who needed them to increase the density in the receiving areas, which was the only place they could go currently.

Commr. Smith relayed his understanding that most of that area was already developed.

Commr. Campione denied this.

Commr. Parks wondered why it had taken so long, and opined that it was because the receiving area was a small area.

Mr. Fitzgerald indicated that relatively speaking, it was small, and pointed out that there had to be a buyer for the TDRs in that area.

Commr. Parks relayed his understanding that Mr. Hamrick had property in the sending area, and inquired what the acreage of that was.

Mr. Fitzgerald answered that it was 425 acres.

Ms. Marsh clarified that Mr. Hamrick sold the 425 acres to FDEP for about $845,000; therefore, FDEP owned the land, which was all currently part of conservation.

Commr. Campione opined that it would be helpful to show a map of the receiving areas because there were large swaths of undeveloped acreage in that area.

Commr. Smith indicated his understanding that when FDEP purchased the land, Mr. Hamrick agreed to the purchase price, and questioned if this was purchased by eminent domain.

Ms. Marsh answered that it was a voluntary purchase agreement; however, according to the lawsuit, Mr. Hamrick negotiated the TDRs so he could keep them. She explained that the purchase price did not include the development rights, just the property, and that this was what had been litigated over for about 20 years, noting that FDEP finally acquiesced and gave him the 329 TDRs. She elaborated that the lawsuit was settled in 2018, and that the County acknowledged the TDRs.

Commr. Smith relayed his understanding that Mr. Hamrick had held these TDRs for about 10 years, and that he currently wanted the County to buy them because he could not sell them.

Commr. Campione indicated her understanding that the goal was for the County to prevent upzoning in those other areas, and opined that even if nobody wanted to rezone or develop out there currently, they would eventually.

Mr. Hamrick recalled that they bought this property in 1983 and 1984 with R-1 zoning, and that they paid that zoning fee for eight years, noting that the land was bought per State statute.

Commr. Campione clarified that it was part of the Wekiva River Protection Act.

Mr. Hamrick mentioned that this State statute had a set of criteria for purchase, and that there were two State-bought appraisals for the land, noting that both appraisals stated that TDRs were supposed to be retained by the landowner for disposition at a later date.

Commr. Smith asked how the County held Mr. Hamrick up on his TDRs.

Mr. Hamrick opined that the County asserted ownership, and that they were in a civil litigation, noting that the County was a party to it.

Commr. Parks questioned if the lawsuit was over the value of the TDRs.

Mr. Hamrick answered that it was over ownership, and opined that he was denied the right to sell TDRs on two opportunities he had over the years.

Ms. Marsh commented that she did not have any knowledge of that.

Mr. Hamrick asked if the County and the State had asserted ownership of the TDRs, and if not, then he wondered why he did not get to sell them.

Ms. Marsh replied that the County did not assert ownership, and that the County entered into a settlement agreement to abide by whatever the court decided. She recalled that Mr. Hamrick settled with FDEP, and the court agreed to give him the TDRs. She related that the County had never disputed that or asserted ownership over it, and that he could sell them like anyone else with a TDR.

Mr. Hamrick remarked that the County stated at one time that he had not gone through the process correctly, and he asked about the Barn LLC.

Ms. Marsh commented that they submitted for a rezoning to downzone their property and upzone to a receiving area, and that the BCC at that time denied that rezoning.

Mr. Hamrick inquired if the TDRs would transfer.

Commr. Campione indicated her understanding that Mr. Hamrick's position was that he had been deprived of the use of the TDRs, and that he had established in court that he could use the TDRs that he had not been able to use for many years. She remarked that he could sell them to someone who was going to develop in one of the receiving areas, and that if he sold them, it would increase the density in that area.

Mr. Hamrick stated that this was not something he wanted to do.

Commr. Campione relayed her understanding that Mr. Hamrick was asking the County to consider buying those TDRs, and opined that the County could then bank the TDRs and sell them to someone else later, or use them for a TDR program in the future. She inquired what he would consider to be a fair market value.

Mr. Hamrick questioned what the County approved to release them from their ownership for. He said that Lake County signed off on the agreement for the State to purchase the TDRs for about $19,900 per unit, noting that this was in 2005. He asked how much land appreciation had gained since 2005, and opined that the valuation of the TDRs should increase with the price of land.

Commr. Campione indicated her understanding that $19,900 plus appreciation was what he would be willing to sell them for.

Mr. Hamrick said that this was correct; however, if there was opposition, then he would add interest to that amount for the 20 years, which he opined he could legally do.

Commr. Morris inquired how much Mr. Hamrick had sold his land for.

Mr. Hamrick answered that it was $1,845 per acre.

Commr. Morris wondered if it would now be worth $5,000 or $6,000 per acre.

Mr. Hamrick opined that it was worth $5,000 at that time with the zoning, and stated that he sold it with the assumption that he owned the TDRs.

Commr. Campione explained that this was what the litigation was about, and that because Mr. Hamrick believed that he should be getting more from the sale, the TDRs made up the difference. She relayed her understanding that when he wanted to use the TDRs, the State said that he could not use them; therefore, he went to court and won his case so that he could sell his TDRs.

Commr. Morris opined that he should sell them.

Mr. Hamrick asked if the County wanted the TDRs or more houses.

Commr. Campione pointed out that this was the issue before the BCC, and that the Board could choose to take these TDRs off the books so that they would not become houses in the receiving areas or leave them on the market, where they could eventually become rooftops.

Mr. Hamrick related that there was a stipulating court order, and that the County could not stop the TDRs from becoming houses.

Commr. Smith questioned if the County's land regulations had to be followed in the receiving areas.

Mr. Fitzgerald answered that they did, and that the County would follow the LDR as designed and the Comp Plan.

Commr. Campione opined that if a developer wanted to develop one of the large parcels in the receiving area, then they could bring it to the BCC to ask to rezone it, and that to rezone it to the highest density they could get, they could purchase TDRs from Mr. Hamrick. She stated that the County would then have to decide whether to rezone it and to use the TDRs, and opined that if the County denied the rezoning, then Mr. Hamrick would again have the TDRs with no use for them. She opined that if Mr. Hamrick could not place them on the property, it could be perceived that the County was doing something wrong by not allowing them to be used.

Commr. Smith opined that if a developer bought a piece of property and wanted to get the highest, best use out of it, then they would try to get as many houses as they could; however, the County was going to follow the LDR and Comp Plan, especially since this was in the Wekiva River Protection Area, which had low density. He opined that whether TDRs were sold or not, the County was going to follow the same process, and that just because TDRs were bought did not mean they had to be honored. He related that he did not understand the process, that he was not in favor of it, and that he did not know why the County should spend $5 million on TDRs, which he opined would not be used. He remarked that Mr. Hamrick had 10 years to sell them, and that since he had not sold them, he wanted the County to buy them because they were unsellable.

Commr. Campione remarked that Mr. Hamrick was promised the value of his property, including the right to have TDRs; however, when the State and the County would not let him use his TDRs, he sued, noting that he won the lawsuit after spending much funding. She opined that if Mr. Hamrick wanted to place them on property as part of a rezoning and was denied, then he could sue the County, and that it was wrong to give him these rights and not allow him to use them in this limited receiving area.

Commr. Morris mentioned that this would be in the future, and that nobody knew what would happen then.

Commr. Campione opined that to avoid being sued, the BCC would approve that rezoning, and that there could then be a large subdivision in this area. She stated that she wanted to get those TDRs off the books so that this area would not be developed for housing.

Commr. Morris questioned how the County could explain buying those TDRs to 450,000 residents when the County was looking at a deficit in the budget.

Commr. Campione opined that the County could buy some of them with the assistance of the Public Lands and Trails Acquisition Advisory Committee (PLTAAC), FDEP, the Florida Audubon Society, or the Friends of the Wekiva River, and noted that she was not asking to take funds out of the General Fund. She related that the County had an opportunity to prevent those TDRs from being used as a way to develop an area that was supposed to stay in conservation.

Commr. Smith disagreed, and stated that the current Board was not a party to the selling of the TDRs. He indicated his understanding that there were three landowners involved.

Ms. Marsh relayed that TDRs were assigned to three landowners.

Commr. Smith commented that he did not know how many TDRs Mr. Hamrick owned; however, he opined that since the path forward was to save agriculture and the way of life in Lake County, the County would not approve even some of the TDRs to go into this receiving area. He opined that even if someone spent $5 million on a piece of property, they could not build high-rises there just because they spent much funding, and that it was their responsibility for buying overpriced property. He remarked that even though he was sorry that Mr. Hamrick sold the property underprice, it was done.

Commr. Parks opined that since the only receiving areas were in those areas, then this would fail, and that the density should be going closer to the cities; furthermore, he opined that since the county was overallocated, there should be no more density, with a few exceptions, given out in this FLU category. He opined that with a successful TDR program, the density would be moved from the areas being protected to areas closer to the cities, and that given the current receiving areas, it would be difficult to sell the TDRs. He opined that the answer may be to make the receiving area larger.

Commr. Smith inquired why the County could not make a receiving area in an urban zone and not in the agricultural zone where the current receiving areas were.

Commr. Campione opined that if the County could do that and create a market for Mr. Hamrick's TDRs, then that could be a solution; however, she opined that if the County took the position that TDRs would never be agreed to, then a TDR program would be set up to fail. She

opined that since Mr. Hamrick was paid with something that he could not use, then this was an issue, noting that the County was benefited with conservation land in perpetuity which could not be developed. She opined that if the County wanted to set up another receiving area, then this could be a solution.

Commr. Smith indicated his understanding that this agenda item was for discussion of the purchase of Mr. Hamrick's TDRs.

Commr. Campione explained that it was to start a discussion because nobody else knew about it.

Commr. Smith stated that he would be happy to find other receiving areas in an urban zone where the TDRs would fit.

Commr. Parks agreed, and opined that the TDRs could be about $7 million, which could possibly come out of the Public Lands Referendum funding, noting that the PLTAAC was currently going through that process.

Mr. Hamrick stated that he had two contracts waiting that could come before the BCC within 30 days.

Commr. Sabatini relayed his understanding that the use of the TDRs in the current situation was very unlikely, and noted that even though some of the Board may want to correct what was done historically, he wanted to protect the Lake County taxpayers and the environmental situation as it currently existed. He opined that the BCC should not do anything with the TDRs, and that the $50 million for the PLTAAC should be used to prevent future sprawl, which he opined was likely. He commented that he was not supportive of buying the TDRs; however, he was not opposed to studying a future receiving area if it would not take much of staff's time. He mentioned that if the threat of the TDRs being used was eminent, then he would want to explore the purchase of the TDRs even with a large price in order prevent future development; however, he opined that this seemed very unlikely at this time. He stated that his position was that no action be taken; however, he was okay with exploring a future receiving area.

Commr. Parks opined that the County could explore expanding the receiving area closer to the cities.

Commr. Campione commented that she wanted the Board to understand what was going on, and opined that some of the things done were unfair back when the conservation land was purchased in the Wekiva Protection Area, such as this one. She opined that looking at the way the TDR deal was set up, it seemed that it was set up to fail and not yield what it was supposed to yield. She expressed concern that property in the receiving area, which was one unit per 20 acres, could be changed to one unit per acre and be developed into subdivisions, and opined that the County would be hardpressed to deny use of the TDRs to increase the density because it may result in a lawsuit. She hoped that by bringing attention to this issue, there may be a way to purchase the TDRs and take them off the books through grant opportunities, FDEP, the State of Florida, or an environmental organization who would be willing to help, noting that she did not like the idea that they could be used to bring development to areas that were assumed to stay low density.

Mr. Fitzgerald commented that the County was currently rewriting the Comp Plan, and that if it was the Board's desire to explore expanding the receiving areas, then this could be discussed with the consultant, opining that the urban land use series could become more of a receiving area for increased density. He explained that their maximum density was 12 units per acre, and that TDRs could make that 15 to 18 dwelling units per acre closer to city services.

Commr. Campione asked if there would be an issue with the people who were in the current receiving area having their opportunities diluted.

Ms. Marsh stated that this would have to be considered.

Commr. Campione opined that this could be an issue, as they currently had a corner on the market where they could sell their land with one unit per 20 acres by acquiring some TDRs, and that even though this may not happen in the following five years, it may happen sooner, noting that Mr. Hamrick mentioned having contracts.

Commr. Morris pointed out that the County had the ultimate say on whether they went through or not.

Commr. Parks remarked that he was in favor of exploring new receiving areas, as they were already working on the Comp Plan, noting that the Board had been discussing this for years. He opined that the focus should not just be on density, as there could also be some intensity tradeoffs as well.

Mr. Fitzgerald opined that some creative options could be discussed to include commercial land, and that if this was the Board's direction, then they would do that.

Commr. Smith opined that the County should prevent urban sprawl and keep everything that was urbanized in the urban areas.

Commr. Campione mentioned that preventing urban sprawl and protecting those areas was the reason why she wanted to bring this item up on the current day.

The Chairman opened the floor for public comment.

Ms. Katherine de Jongh, a resident of the receiving area, commented that she was in favor of the County purchasing the TDRs, and opined that groups could come together to try to find a way to acquire the funding, noting that she supported tax funding being used to purchase the TDRs.

Ms. Jackie Fulford, a resident of Lake County, pointed out that there was already a prior lawsuit, an order, and a settlement agreement, and opined that to say that the TDRs would not be accepted was unacceptable. She opined that the County was required to accept them, and that enforcing a prior court order was quicker and easier than having a new lawsuit, which would not be required as the law had already been ruled on.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the floor for public comment.

Commr. Parks opined that this was why the County should explore expanding the receiving area.

Commr. Campione opined that buying and selling TDRs in good faith mattered, and that since there was already a stigma around government, it mattered what somebody did 20 years prior on this Board. She opined that as the sitting Board, decisions that were made in the past should be

acknowledged and honored, and that the Board should exercise good faith. She opined that the Board had an obligation to take accountability for what was intended and what the purpose was at that time, and that if this was not done, then it would add one more reason why people would not trust government.

CHISHOLM TRAIL RV PARK AND CAMPGROUND

Mr. Glen Guzman, Director for the Office of Code Enforcement, stated that the purpose of this item was to request Board direction regarding the County's next course of action to address ongoing code violations and deteriorating conditions at the Chisholm Trail recreational vehicle (RV) Park and Campground. He commented that the Chisholm Trail RV Park and Campground was located at 45626 SR 19 in the Altoona area at the edge of the Ocala National Forest, and that it was operated under a CUP since its approval by the BCC in 1971. He stated that the property was currently owned by Mr. Gardy Vastey since April 2021 through Chisholm Trail Real Estate, LLC, which was administratively dissolved by the State of Florida in 2022, and that over the previous several years, the property had experienced significant deterioration, resulting in ongoing code enforcement actions and declining site conditions. He related that despite these challenges, the park remained occupied by residents, presenting public health and safety concerns, and he showed the original 1971 site plan as well as a conceptual rendering he created for illustrative purposes only. He then played a video showing the park to illustrate the conditions of the current park as they currently stood.

Commr. Smith asked if there was power going to the structures.

Mr. Guzman indicated that there was, and that the units were currently occupied.

Commr. Morris inquired if they had well and septic service.

Mr. Guzman said that they did, and that he would go over the health department status.

Commr. Campione mentioned that at night, one could see lights on in some of the RVs, and relayed her understanding that there were people in them.

Mr. Guzman commented that this property was just under five acres, and pointed out the area where the septic system and drain field was supposed to be located. He related that on July 9, 2026, the Lake County Health Department provided a status of the inspection of the property, which included the following: the facility received an unsatisfactory rating, requiring immediate corrective action; the inspectors documented unsecured wastewater connections discharging black and gray water onto the ground, requiring corrective action; the internal roads were found to impede 911 emergency vehicle access; the on-site septic system could not be inspected due to excessive vegetation; they found excessive garbage, abandoned furniture, and rodent harborage conditions throughout the campground; and the campground was operating with an expired Florida Department of Health (FDOH) permit, noting that the owner was directed to apply for a valid operating permit. He remarked that code enforcement history included the following: the case was initiated on November 05, 2024; due to a lack of compliance, the case was presented to the Special Master on April 16, 2025, who ordered that all junk, solid waste, and inoperable vehicles be removed from the property within 14 days; compliance was not achieved and an order for a fine was recorded on December 8, 2025; the property remained in violation; and the code

enforcement lien had accrued to over $43,000 in fines. He stated that Option 1 was a County assisted cleanup, which included the following: the County would provide County roll-off containers and coordinate with the Office of Solid Waste; the owner would be responsible for the labor to collect debris; and there would be a 90-day compliance agreement. He relayed that Option 2 was to pursue injunctive relief, proceed through the court system, and request court-ordered compliance with court oversight, noting that if this was successful, it would provide the County with the authority to clean up the property through contractors. He commented that Option 3 was to foreclose on the existing liens, which currently exceeded $43,000, and that this would be processed through the County Attorney's Office and may result in transfer of ownership.

Commr. Campione inquired if the fines were still accruing.

Mr. Guzman confirmed this, and said that they would continue to accrue until the property was brought into complete compliance with the order of enforcement. He mentioned that the cost estimates included the following: the County assisted cleanup was estimated to cost between $10,000 and $18,000 for the roll-offs and assistance; the injunctive relief, which included clean up and debris removal, could potentially cost $50,000 or more; and the foreclosure would be within the existing budget, as this would go through the County Attorney's Office.

Commr. Sabatini opined that since the park was in such poor condition, the County should move forward with an immediate foreclosure, and that the County could then try to fix the property and assist families that were there in whatever way possible.

Commr. Campione agreed, and stated that she did not want to displace people, opining that there was a housing need. She opined that the County could move forward with foreclosure, try to obtain the property, clean up the property, obtain funding through programs available through the Office of Housing and Community Services, place new units there, and continue to have affordable housing there, noting that this housing would not be in a slum condition that was unhealthy and unsafe. She commented that she had been out there, and opined that conditions were despicable; furthermore, she opined that when participating in ride-along trips through this area at night, it was worse.

Commr. Parks opined that it was an immediate public safety concern for health and welfare and potential crime, and that something had to be done immediately. He mentioned that he had seen this situation in other places around the county as well, and opined that the County should take care of this one as quickly as possible. He asked if the cost of foreclosure included the cleanup of the property.

Commr. Campione replied that it depended on the outcome of the case, and that if the County obtained the property, then it could be cleaned up, opining that there may be a request for proposal (RFP) to see if anybody would want to come in and build new housing.

Commr. Smith indicated his understanding that on Option 1, the estimated cleanup would cost $10,000 to $18,000, and questioned if that included using County equipment.

Mr. David Salinas, Director for the Office of Solid Waste, replied that the estimates were provided for grapple trucks over a ten-week period, which would be the bare minimum, and that the most efficient case was $10,000 over a ten-week period. He commented that using roll-offs

would not be recommended because they did not know what would be placed in them, and that the County would be held liable at the disposal sites, opining that grapple trucks would be better. He opined that since they did not know the exact tonnages, the cost could be closer to $20,000 to $40,000 based on the materials that were there.

Commr. Smith remarked that he was trying to understand the difference between Option 1 and Option 2, which was injunction relief with the cost of $50,000, and inquired what the difference was between them.

Mr. Guzman explained that injunctive relief included obtaining a court order that would allow the County to do a request for quotation (RFQ) so that the County could bring the property into compliance with the order of enforcement, opining that this could possibly be the cost of collecting all of the debris.

Ms. Marsh added that regarding the injunctive relief, the County would seek an injunction ordering the property owner to clean it up, and that if they refused to clean it up, then the County could ask to go in and clean it up and obtain a judgement in the amount of the cost. She related that the issues included collecting the judgement and keeping the property in compliance, and said that in other scenarios with properties that were not nearly this level, after the County cleaned up the property, it was squalid within a matter of weeks, noting that injunctions were not always effective.

Commr. Smith wondered if this was a case where the property owner did not care or a case where he did not know how to manage it, and he asked if Mr. Vastey would like to defend himself before the County decided to foreclose on his property.

Mr. Vastey related that he bought the property five years prior, and that it needed much work to begin with. He commented that there was much cleanup done in the first year, and that since the County stopped taking mattresses, people from out of the park started bringing their waste to the park, opining that 90 percent of the mattresses and junk came from another park. He opined that it was very difficult to evict tenants for junk, and that even though he had tried to obtain evictions, the court made it impossible because they were paying rent. He mentioned that he was there every day, and opined that if the Board allowed him 90 days to clean up the property with some assistance from the County, then he could get it back to where it should be.

Commr. Smith relayed his understanding that the assistance from the County could be added to what Mr. Vastey already owed, noting that the did not want to take from the taxpayers something that was his responsibility.

Ms. Marsh clarified that under Option 1, the County would do a compliance agreement, and that the motion could add that Mr. Vastey would have to reimburse the costs.

Commr. Smith questioned if Mr. Vastey would be willing to do that.

Mr. Vastey remarked that the majority of the mattresses were brought to the park when the County stopped taking them.

Commr. Smith opined that this was of no concern, and said that there were ways to get rid of mattresses.

Commr. Morris indicated his understanding that several RVs there were in disrepair.

Mr. Vastey commented that some of the RVs were from tenants that moved out or were deceased, and that they just left them in the park.

Commr. Campione relayed her understanding that there were inoperable vehicles there in addition to the RVs.

Mr. Vastey said that he would have to take care of that.

Commr. Smith asked Mr. Vastey if he would be willing to sign a compliance agreement to pay the funding back if the County decided to assist.

Mr. Vastey answered that he would.

Commr. Sabatini indicated his understanding that he bought the property five years prior, and inquired how much it cost and how much he had put into it.

Mr. Vastey replied that it cost about $520,000, and that over the years, he had spent over $200,000.

Commr. Sabatini stated that his position remained the same, and opined that the property was past the condition for remedies or partnerships, noting that if the poor condition of the property was more minor, then he would look at the situation differently. He relayed his understanding that the property was owned by Chisholm Trail Real Estate, LLC, and that the LLC had been dissolved. He asked if the LLC was still dissolved.

Mr. Vastey commented that he had other partners on the LLC, and that they were at odds. He opined that even though it was dissolved, they could get it back.

Commr. Sabatini opined that this would be another legal issue, and that since there were multiple partners out of compliance for four years while not functioning or paying taxes to the State, this would create more of a legal hassle dealing with it, reiterating that he was in favor of foreclosure.

Commr. Campione wondered what it would cost to bring the septic system up to standards, opining that there should not be people living in a place where the septic system was failing and it smelled like sewage.

Mr. Guzman reiterated that the FDOH could not even inspect the unit because of the overgrowth around this area, and that there were also multiple RVs that were spilling blackwater and graywater on the ground, noting that there were definite septic issues based on their inspection.

Commr. Parks relayed his understanding that Mr. Vastey bought the property as an investment, and opined that the maintenance was overwhelming. He indicated his understanding that it had turned into a health issue, and that there was sewage running off onto the ground.

Mr. Guzman stated that this was correct per the FDOH inspection, and noted that there was a representative from the FDOH in attendance.

Ms. Cathy Adrid, from the FDOH Lake County, commented that they could not get to the septic system to inspect it, and that they were in the process of issuing an abatement notice, which would give the owner seven days to clear the area so they could go out and inspect it, noting that they could then possibly give the BCC more detailed answers to the questions.

Commr. Smith opined that it was not right to take the property for $40,000 worth of liens when Mr. Vastey had spent $520,000 on the property, and that this may be the first time he had

heard about the possibility of a foreclosure. He stated that he was in favor of Option 1, and opined that the County could help him out, give him a chance, give him 90 days, and see what the septic inspection showed rather than foreclosing on his property.

Commr. Campione opined that the Special Master gave him that opportunity, and that the possibility of foreclosure had been made very clear. She explained that the process included giving all of this information at the Special Master hearing, such as notices of what could happen if the fines were accrued and not paid, and that because the owner was out there all the time, he knew exactly what it looked and smelled like, he knew about the rodents, and he knew the conditions people were living in. She questioned why the Board should believe the property owner would fix the issue now when he had been through the code enforcement process, knew how bad it was, was given an opportunity to cure it, and chose not to cure it then.

Commr. Smith stated that he had faith in people and believed in giving them one more chance.

Commr. Morris opined that he had been given many chances already if he had gone through the Special Master.

Commr. Campione asked if the people who lived there should be given a chance to have their children live in a decent place, noting that the children who lived there went to Lake County schools. She indicated her understanding that people lived in tents out there because they had nowhere else to go, and that they used whatever bathroom facilities there were, opining that it was not acceptable.

Mr. Guzman clarified that Option 1 with the County assistance had not included the inoperable vehicles, just the debris removal, noting that there would be additional costs to remove the inoperable vehicles. He pointed out that there was individual ownership on the vehicles, and that those owners would need to be told to remove the inoperable vehicles.

Commr. Parks opined that there could also be hazardous waste, such as batteries, asbestos, gasoline, and mold.

The Chairman opened the floor for public comment.

Mr. Joseph Riley, a resident of Lake County, mentioned that he owned property next to this location, and that he had to pay an allotment of $124,000 because the septic system leaked onto his property; additionally, he had to redo his pad multiple times. He mentioned that there had been people from the RV park sleeping in vehicles on his property, and that he had to take care of that. He stated that he was up to $612,000 on this property with no help from Mr. Vastey, who had promised to come talk to him and make things right, and that he had received nothing. He opined that the County should not give him another chance and to take a stance against this, and that Mr. Vastey should not be allowed to scam his way through this. He related that he owned the Village Helper, and that they helped people who were less fortunate. He remarked that he had brought his friend, Mr. Sean Osteen, with Osteen's Load and Go, and said that the mattresses that were mentioned did not have to go to the landfill, as they could shred them and get them to a place where they could be used for fuel. He commented that Mr. Vastey had promised him in 2024 to take care of the septic that went onto his yard, and that he had not, noting that this was obvious

every time it rained. He said that he was tired of dealing with this, and opined that Mr. Vastey should not be given another chance.

Mr. Vastey stated that this was the second time he had met Mr. Riley, who had moved to the property three years prior, opining that he had been an issue ever since then. He relayed that when Mr. Riley approached him about people in the RV park, he explained that it was not his park, as he had a partner, and opined that Mr. Riley destroyed his road with his truck and trailer on a daily basis.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the floor for public comment.

Commr. Campione opined that the Board had enough information to decide the right thing to do.

On a motion by Commr. Sabatini, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved to foreclose on the existing liens.

FIRST PUBLIC HEARING: ORDINANCE FOR CERTIFIED RECOVERY RESIDENCES

Mr. Fitzgerald said that the State adopted Senate Bill (SB) 954 requiring local governments to adopt an ordinance providing procedures for the review and approval of certified recovery residents, which Florida Statutes defined as a recovery residence which held a valid certificate of compliance and was actively managed by a certified recovery residence administrator; furthermore, this included four levels of residences based on the length of stay and scope of services provided. He stated that the proposed ordinance would create Section 3.03.00, entitled Certified Recovery Residences, and that it would amend Chapter II, Definitions, along with the schedule of permitted uses showing where certified recovery residences were permitted and where they were conditional use permits (CUPs). He mentioned that it also provided for Section 3.03.02, establishing a process for requesting reasonable accommodations from land use regulations, which may prohibit establishment in a particular zoning district. He elaborated that a request by a disabled person for a certified recovery residence must be accepted and reviewed by staff, that the applicant must demonstrate their eligibility, and that staff must make proper accommodations for that individual. He mentioned that they would require final written determination, that they could approve the request in whole or in part, that they could deny the request, and that there was an appeal process for the BCC to review.

Ms. Marsh placed the proposed ordinance on the floor for reading by title only as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; CREATING SECTION 3.03.00, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, TO BE ENTITLED, CERTIFIED RECOVERY RESIDENCES; AMENDING SECTION 3.01.03, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, TO INCLUDE CERTIFIED RECOVERY RESIDENCES AS A PERMITTED OR CONDITIONAL USE IN SPECIFIED ZONING DISTRICTS; AMENDING CHAPTER II, LAKE COUNTY CODE, LAND DEVELOPMENT REGULATIONS, ENTITLED DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Marsh clarified that this was a first reading and that it would need to come back to the Board, noting that staff had found an error in Section 3.03.02(e). She said that there was language indicating that the granting of an accommodation did not create a property interest, noting that it should say "and shall not result in compensable taking." She specified that the word "not" was inadvertently left out, and she asked the Board to approve this item including the change on the errata sheet.

The Chairman opened the public hearing.

Ms. Barbara Morris, a resident of Commission District 4 speaking via Zoom, indicated that her hand had been raised for the last two tabs but she was not called on to speak.

Ms. Barker said that staff could work on something to notify the Chairman.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the public hearing.

On a motion by Commr. Morris, seconded by Commr. Parks and carried unanimously by a vote of 5-0, the Board approved this item.

PUBLIC HEARING: ORDINANCE FOR RURAL CONSERVATION SUBDIVISION DESIGN STANDARDS

Mr. Fitzgerald explained that the Comp Plan contained policies that allowed development to be in the form of rural conservation subdivisions, and required the adoption of design criteria and guidelines for the development of those subdivisions in the Rural FLU series, the Wekiva River Protection Area, the Wekiva Study Area, and the Green Swamp. He recalled that on January 24, 2023, the Board had adopted Ordinance 2023-9 which created the rural conservation subdivision design standards, and that since then, it had been determined that adjustments to the regulations governing the subdivision standards were needed. He stated that the proposed ordinance had been presented to the Planning and Zoning Board, which had unanimously recommended approval. He then placed the proposed ordinance on the floor for reading by title only as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING CHAPTER XVII, LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS, ENTITLED RURAL CONSERVATION SUBDIVISION DESIGN STANDARDS; CLARIFYING CERTAIN PROVISIONS AND REQUIREMENTS; REFINING THE APPROVAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Fitzgerald listed the following highlights of the changes: protection of historic and archaeological sites including cemeteries, prime farmland, and wildlife habitat; buffers for wetlands and waterbodies; preservation of scenic viewsheds; mapping and feature analysis; and protection of those areas by binding legal instrument. He indicated that additional highlights for the concept plan included the following: revised timing of the required public information meeting; revised timing of the onsite meeting with County staff; management plan for open space and preservation; all conceptual sketch plans would now come before the BCC for review; and the conceptual sketch plan would be approved by a resolution.

The Chairman opened the public hearing.

Ms. Jane Hepting, a resident of the City of Eustis, expressed concern for the optional density bonuses, noting that the design standard stated in Section 17.01.01 that the density calculation for these subdivisions shall be set forth in the Comp Plan based upon the assigned FLU; however, Section 17.05 provided three ways of increasing the density levels. She opined that because these design standards applied to areas that they needed to protect, they had to be careful because these areas were vital for aquifer recharge, flood control, cooling, and biodiversity. She commented that the Comp Plan stated an intent to direct development away from rural areas, and opined that allowing density bonuses would go against this intent.

Ms. Morris said that she had recently watched the Board give back a conservation area that was granted on a project, and that there did not seem to be any criteria in this item preventing a subdivision receiving extra density, condensing it to a certain area, and either the current or future Board eliminating a conservation area that was supposed to be in perpetuity and allowing density there as well. She suggested that when they approved something that restricted a conservation area, there would be a limit on the Board being able to give it away. She opined that they needed to limit increased densities and providing waivers.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the public hearing.

Commr. Parks relayed his understanding that the idea of this item was a next step to addressing some of the Board's concerns. He indicated that the density bonus said that it was discretionary, and that he wanted more criteria for this such as if this was done, it would be a reduction of total allocation in units countywide. He indicated his understanding that this was not included in the subject item, and that they would continue to change the code.

Mr. Fitzgerald confirmed this, and said that they possibly may not touch the rural conservation subdivisions as they had been so focused on this section, though they could entertain additional changes going forward.

Commr. Parks stated that his mindset was making it required for certain zoning categories regardless.

Ms. Marsh relayed that the current request was for this item to be approved because they had many things that they needed to clean up and clarify, and that she could work on a subsequent ordinance to be brought back to the Board for consideration at a later date.

Commr. Smith stated that he did not like the density bonus.

Ms. Marsh said that the Board could approve this item, deleting that section, and that it was currently in the Comp Plan; however, staff could process it and remove it from the Comp Plan or do this as part of an update.

Commr. Campione opined that this seemed like a point of contention, and that if the idea was to do an improved version, then they should remove density bonuses, noting that she was not in favor of it.

Commr. Parks clarified that it was optional and that there was no incentive for anyone to do this, and that if the County made it mandatory in certain zoning categories, then they would have to follow it.

Commr. Campione opined that many of those principles should be included in any development application.

Ms. Marsh stated that the density bonus was an incentive as part of Mr. Randall Arendt's rural conservation subdivision plan, and that this process was currently optional.

Commr. Parks opined that a density bonus was not a terrible thing if they were getting better code out of it, and that they could possibly make the code mandatory without the density bonus.

Commr. Campione said that she was not happy with the way the only one of these which came through had turned out. She mentioned that she could see how it could make sense if a City had this, and that there could be areas around the perimeter of a municipality which were transitional with this being used as a way to do an enhanced conservation design, though she was skeptical that it would have the effect they wanted in the unincorporated area.

Commr. Parks relayed that one thought was to potentially say that if one would receive a density bonus, they would have to remove density from somewhere else, though this was not included currently.

Ms. Marsh said that she had discussed this with Commissioner Parks and that she had sent some draft language.

Commr. Morris inquired if they wanted to table this item for 30 days.

Commr. Parks was agreeable with this.

Mr. Fitzgerald requested direction from the Board if this should be included in the ordinance.

Commr. Parks mentioned that the Board would be able to see what he was discussing.

On a motion by Commr. Parks, seconded by Commr. Morris and carried unanimously by a vote of 5-0, the Board tabled this item to the August 25, 2026 BCC meeting.

PUBLIC HEARING: ORDINANCE 2026-29 SUBDIVISIONS

Mr. Fitzgerald recalled that on June 20, 2025, Florida Governor Ron DeSantis signed into law SB 784 which required that plat and replat submittals be administratively approved with no further action by the governing body of the County or a municipality. He added that to comply with this requirement, they would amend Section 14.07.00 of the Lake County Code, entitled Subdivisions.

Ms. Marsh placed the proposed ordinance on the floor for reading by title only as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING SECTION 14.07.00, LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS, ENTITLED SUBDIVISIONS; PROVIDING FOR ADMINISTRATIVE PLAT APPROVALS IN ACCORDANCE WITH SECTION 177.071, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

The Chairman opened the public hearing.

Ms. Morris said that the County used to have a portal to where the public could follow filings of subdivisions, PUDs and developments, and opined that staff sometimes made mistakes and that the public sometimes brought this to their attention. She requested that the County

reinstate a public portal so that they could see the plats and replats being filed, along with approvals being made.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the public hearing.

On a motion by Commr. Parks, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved Ordinance 2026-28 amending Section 14.07.00, Lake County Code, Appendix E, Land Development Regulations, entitled Subdivisions, to bring the section into compliance with Chapter 2025-164, Laws of Florida, (Senate Bill 784 (2025)).

ESTIMATE OF FISCAL IMPACTS FROM RECENT LEGISLATIVE ACTION

Ms. Barker recalled that a couple months prior, the Board had asked what Lake County's potential fiscal impact would be if the property tax amendment was approved by voters, and that at that time she had advised the Board that since there were no bills filed at that point and approved by both the House and Senate, it would be difficult to estimate the potential fiscal impact for the County. She said that in June 2026, there was a special session held, and that the Florida Legislature passed House Joint Resolution 1F which was sending a proposed Constitutional amendment to the November 2026 general election ballot. She stated that the property tax amendment was titled Save Our Homes From Excessive Property Taxes, and that if approved by the voters, would amend the Florida Constitution to raise the homestead exemption from $50,000 to $150,000 effective on January 1, 2027, and then to $250,000 effective January 1, 2028. She mentioned that the increased homestead exemption was applicable to all tax levies with the exception of the School District's, and that the $150,000 exemption would impact the fiscal year (FY) 2028 budget; furthermore, the full $250,000 exemption would be in place for FY 2029. She said that the amendment would also reduce the annual assessment cap for non-homesteaded property from 10 percent to five percent, and that if it was approved by 60 percent of voters, it would take effect in the 2027 tax year. She commented that while staff continued to evaluate the potential fiscal impact if the amendment was approved, they already implemented several proactive measures to help position the County for the potential loss of revenue. She specified that these actions included an immediate hiring freeze for all vacant positions, with the only exception being for positions that she approved, and that they were currently reviewing all of their capital projects with ongoing operational costs after the project was completed to ensure that they were carefully managing their future financial obligations.

Ms. Jaime Stewart, Director for the Office of Management and Budget, remarked that they currently underwent an ongoing process, and that they collaborated with all of the departments for their budgets, including the following: reviewed a detailed examination; reviewed for budget cuts; necessary transparency; did budget workshops, strategy meetings and budget hearings; encouraged the public to participate; explored grant opportunities that aligned with planned projects; identified redundancies; and utilized existing revenue and fund balance. She displayed their General Fund major revenues, noting that ad valorem was the majority. She added that this included sales tax, State-shared revenue, other revenues, Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, charges for services, fines and forfeitures, intergovernmental revenues, interest, and

miscellaneous revenues. She then showed a chart for their expenditures, noting that this included Constitutional Offices of the Lake County Sheriff, the Property Appraiser, the Supervisor of Elections and the Clerk of the Circuit Court and Comptroller. She pointed out that this budget had risen over the years, and that the regular County budgets had also increased, noting that they also had community redevelopment area (CRA) funding increases from $3.7 million to $17 million since 2010, and hurricane costs of $18 million since 2022. She remarked that the County departments increased in their preliminary budget, noting that this funding also included road fixes, and that when the gas tax was not increased, there were other opportunities to spend for those backlogged road projects which often came out of the General Fund. She displayed a slide with the County's budget history as it pertained to reserves as a percentage of the operating budget, noting that the Government Finance Officers Association (GFOA) recommended 16.7 percent, which was two months of their operating budget; however, Lake County was currently between 11 and 15 percent, though she opined that they were doing good and did not spend much of their reserves. She said that for recent budget impacts, they had to participate in the State mandated minimum wages, along with Florida Retirement System (FRS) increases. She specified that these increases had incrementally raised the State's employer-required contribution, and that the County did not have any say in this. She mentioned that risk insurance had also increased over the years, noting that the State of Florida's risk liability insurance premium rates were increasing primarily due to claim frequency, excessive litigation and reinsurance costs. She added that the State's large and dense population led to more accidents and lawsuits while expensive catastrophic weather further amplified their overall risks. She said that they had health insurance costs which had also increased over the years, and that for every full-time position, the department was charged with the employer rate for the cost of the health insurance plan. She elaborated that in FY 2027, the budget request was $15,834, which was an increase of 15 percent, and that for the employer portion of healthcare claims, the BCC was self-insured which allowed them to avoid paying insurance company markups and gave them more control over claim resolutions and plan designs. She commented that their resurfacing costs per mile skyrocketed since the coronavirus disease 2019 (COVID-19), noting that there was a slight reduction recently but that it was starting to increase again due to fuel costs. She also stated that inmate medical costs for major medical events, emergency room visits and hospitalization came from the taxpayers. She said that the cost per ambulance with related equipment and fire engine/pumper costs had increased annually, and she showed the FY 2025 revenues by source. She mentioned that the County budget process had the maximum control over the General Fund revenues, allowing for the Board to allocate each dollar based entirely on local priorities; additionally, unlike like other sources of funding in the County budget, this was mostly derived from local property tax and sales tax. She displayed a chart of General Fund expenditures, and pointed out that the largest portion was Constitutional Offices. She showed a slide which indicated the different fund departments located within the General Fund, noting that they were fully funded or received a transfer from those revenues. She then displayed the potential Amendment 3 budget impacts as it related to Lake County.

Ms. Barker commented that in the first year, the General Fund would be reduced by about $47 million, and an additional $30 million in year two for a cumulative total of around a $77 million decrease. She said that the ambulance MSTU only funded transport services for the Office of Fire Rescue, and that in year one it would be roughly a $4.3 million decrease and at the end of year two it would be a cumulative $7.1 million decrease. She relayed that the stormwater, roads and parks MSTU would be reduced in year one by $2.1 million, and a cumulative total of $3.4 million at a $250,000 homestead exemption. She related that the fire MSTU would decrease by a cumulative total by year two of almost $3.7 million, and that the Wellness Way MSTU would decrease about $47,000 by year two. She remarked that the Lake County Water Authority (LCWA) had its own millage to fund its operations for water quality projects, and that in year two this would decrease by approximately $4.5 million. She stated that even though the public lands voted debt was approved by voters, who most recently approved the public lands acquisition program using a millage and a capital loan or a bond not to exceed $50 million, this property value would decrease approximately $616,000 by year two.

Commr. Morris asked if they calculated the non-homesteaded increase that they would receive in 2027 and 2028.

Ms. Barker clarified that this did not include an increase of projected value, and that the Property Appraiser had provided a revised property value estimate based on the reduction of the cap from 10 percent to non-homesteaded properties down to five percent, along with using the current day's values and applying the new homestead exemption; therefore, this did not account for any increase in property value or new construction.

Commr. Parks inquired about percentages for budget reduction.

Ms. Barker thought it was around 20 to 25 percent.

Commr. Morris opined that it would be a good idea to have a list of what they were legislatively mandated to do for the county so that the public would know their responsibilities.

Commr. Parks mentioned that one could read the Florida Association of Counties (FAC) unfunded mandates white paper that was recently approved. He opined that the argument regarded waste, and he asked what Ms. Barker was considering for cuts.

Ms. Barker replied that staff was still evaluating this, and that they would plan to come back with a plan of action for recommended options for the Board to consider, likely in January or February 2027.

Commr. Smith opined that the County needed to remind people that what they were doing currently was for FY 2027, noting that FY 2028 would be different.

Ms. Barker commented that the FY 2028 budget process would start in January 2027.

Commr. Parks said that everything that the County did was 23.28 percent of General Fund expenditures.

Commr. Morris added that Constitutional Offices included the Sheriff.

Ms. Barker remarked that staff was reviewing all of their fees, noting that they had not substantially increased their fees for 20 or more years. She commented that they were currently trying to procure the services of a consultant to assist them in evaluating their fee schedule, and

that this was one opportunity to recoup some additional revenue. She specified that they would look at the Office of Planning and Zoning because even if this did pass, the workload in that office would not decrease; therefore, they would look for opportunities to streamline expenses, bring in contracted assistance, increase fees, or a combination of these items. She clarified that the Office of Planning and Zoning charged fees for permitting services, and that it was not funded fully by user fees.

Commr. Parks said that an opportunity might be for the fees to increase, and that if they were having nonbiased outside assistance, then they might be able to have them working alongside staff.

ANNEXATION REPORT

Mr. Fitzgerald said that both items were from the City of Leesburg, and that the first item was a proposed annexation of 9.97 acres east of CR 44 and north of Spring Court. He added that the current Lake County zoning was R-1 and Medium Residential (R-3), and that the proposed City zoning was City of Leesburg PUD. He remarked that the current County FLU was Urban Low, and that the proposed City FLU was Estate Residential. He relayed that the current Lake County density was the variety of one, three, or four dwelling units per acre depending on the development program, and that the proposed City density was 2.3 units per acre. He said that the City was proposing to use City utilities for this project, along with 23 single family residences. He showed a chart comparing Lake County versus what was proposed in the municipality, and a map of the property, noting that it was surrounded by the city. He added that the City's Estate Residential was four units per acre, though the development program was only proposed at 2.3 units per acre with additional open space.

Commr. Campione opined that this was a move in the right direction.

Mr. Fitzgerald then stated that the next item from the City of Leesburg was 7.43 acres west of U.S. Highway 27 and south of Florida's Turnpike, noting that the current County zoning was Agriculture and that the proposed City zoning was Small PUD. He relayed that the current County FLU was Urban Low, and that the proposed City FLU was General Commercial. He indicated that the purpose of the annexation was for City utilities, and that the proposed development included 15,200 square feet of commercial space.

LANDSCAPE BUFFER REQUIREMENTS

Mr. Fitzgerald recalled that on April 14, 2026, the BCC considered public input and the potential impacts of the landscaping buffer width requirements on property owners, and discussed the benefits and potential effects, noting that the proposed ordinance would establish a minimum landscape buffer width and material requirements for properties along public roadways. He mentioned that the current regulation was a Type A buffer along a County maintained road and a Type C buffer along State roads, noting that the option was open to the Board to decide which type of buffer they would like to place in this ordinance. He listed the current regulations, and stated that Type A had a variety of choices; however, since staff did not specify the width, those who were installing a Type A buffer would more often choose the 10-foot buffer width. He commented that in the current regulations, there were other options in the Type B and C buffers

that had varying widths and varying amounts of landscape material, and that landscape Types D and E were more robust, much wider, and may have more of a business impact. He displayed some notes that went along with the regulations pertaining to walls and diameter at breast height (DBH) on the trees, and showed illustrations of what the different buffers may look like, including the 20-foot, 15-foot, 10-foot, and five-foot widths, as well as the differences in the trees, such as canopy trees, ornamental trees, and shrubs. He elaborated that the different Type A buffers included the following: a 10-foot buffer would have two canopy trees and one ornamental tree; a 15-foot buffer would have three canopy trees and two ornamental trees; and a 20-foot buffer would have two canopy trees and one ornamental tree but was much wider. He related that a 15-foot Type C buffer was more robust and included four canopy trees, three ornamental trees, and two rows of shrubs, and that a 25-foot buffer had three canopy trees, two ornamental trees, and two rows of shrubs.

Commr. Campione wondered if the fence shown in the illustration was also a requirement.

Mr. Fitzgerald clarified that the fence was just being shown as a graphic.

Commr. Campione opined that it changed the way the whole thing looked, and said that she wanted to see what it would really look like.

Mr. Fitzgerald stated that he could put a copy of it in the presentation, noting that the graphics were artificial intelligence (AI) generated examples.

Commr. Campione indicated her understanding that some jurisdictions did require a fence.

Mr. Fitzgerald commented that the Type A landscaping buffer could be as little as five feet with a six-foot high wall, and he pointed out the example of this option on the slide, noting that this was just a wall with no landscaping. He asked what landscaping options the Board would like to see instead of just the 10-foot minimum, and noted that there would be a cost impact to the development.

Commr. Campione remarked that in the City of Leesburg, they did not require an opaque fence; however, they did require a small equestrian style fence along the boundaries of the project, and that this was incorporated into all of their buffers. She opined that having that detail made the buffer look better even though it was not opaque.

Mr. Fitzgerald related that if the Board would like to create a new type of buffer, such as Type F, then it could include an agricultural style fence.

Commr. Parks relayed his understanding that this was being done because of the desire to have greenspace along the road.

Commr. Campione added that this was to make it look more robust compared to what was seen currently.

Commr. Parks opined that the buffer areas along the road should be Florida Native plants; however, since developers liked to have crepe myrtles and flowering trees in the entryways, he did not have an issue with that. He opined that for a long area along the side of a road, there could be a low-impact development buffer with a swale that was naturally vegetated instead of having St. Augustine grass, which required much fertilizer, and that it would be more natural with Florida Native species.

Commr. Campione inquired if Commissioner Parks would want a fence so that when driving past the right of way, he was not looking into somebody's backyard.

Commr. Parks answered that he probably would; however, he opined that if the buffer was thick enough, the fence would not be needed.

Commr. Campione opined that Florida Native species were not very thick.

Commr. Parks opined that they could be once they were grown.

Mr. Fitzgerald commented that the regulations encouraged Florida Native species, and that there was a requirement of 50 percent Florida Native, noting that changing this to 100 percent would require a text change to the landscape code. He requested that for simplicity's sake for this ordinance, the Board select a new buffer from what they already had that would go from 10-feet and two canopy trees to possibly 15-feet with two rows of shrubs and four canopy trees.

Commr. Parks opined that this would be better; however, for areas along the side of the road, he would like to have 100 percent Florida Native, noting that 100 percent Florida Native buffers were required around the subdivisions anyway.

Mr. Fitzgerald stated that if they went to 100 percent Florida Native, then this would require an additional text amendment to the code itself, and that the ordinance was not drafted to accommodate that yet.

Commr. Morris asked if the HBA-LS had commented on this ordinance.

Mr. Fitzgerald replied that they had not workshopped this item.

Commr. Campione opined that the County was just making their code more consistent with the municipal codes, and that they should not be upset by the County's code being similar to what everyone else was doing.

Commr. Sabatini opined that these were all good ideas, and said that he supported requiring as much Florida Native species as possible, noting that some Cities required as much as 75 to 80 percent.

Commr. Campione commented that she favored drought tolerant plants.

Commr. Parks opined that the County could have preferred buffer examples that were 100 percent Florida Native referenced in the code.

Ms. Marsh related that the original version of this ordinance was sent to the HBA-LS on May 27, 2026, and that they did not receive any comments from them. She remarked that once the Board decided on how to rework this ordinance, it would be sent back out to them before bringing it to a public hearing.

Commr. Campione stated that since the County could back off on an ordinance, she would propose the widest buffer with the additional ornamental trees and shrubs, and inquired if this could include a fence.

Mr. Fitzgerald replied that including a fence would require creating a new buffer type.

Commr. Smith asked if it would be opaque or if cattle fencing would be okay.

Commr. Campione opined that if the rear of the house faced the road, then it should be opaque, and that this would make the situation more attractive and would be better for the homeowners.

Commr. Smith opined that if the subdivision had one unit per five acres, then a ranch style cross-tie fence would look better than a solid fence, and said that he would be fine either way.

Commr. Campione opined that if the lots were more of a ranch style neighborhood, then there could be a two-rail or four-rail fence, and that the criteria for that could include the following: lot sizes that were a certain width; the houses were single-loaded; or the right of way did not abut the rear of the residential lots.

Commr. Smith opined that there should be pictures.

Commr. Parks opined that a Type F buffer could show a mix of drought tolerant and Florida Native species.

Ms. Marsh commented that in the interest of time, staff could rework the ordinance and bring it forward, noting that she did not want to advertise something until the Board was certain about what was wanted. She mentioned that they could take these ideas and revamp the ordinance for a workshop rather than an approval to advertise, and that the Board could review the renderings and make a decision.

Mr. Fitzgerald asked the Board to submit ideas in writing.

Commr. Parks related that Cherrylake Inc had samples.

The Chairman opened the floor for public comment.

Mr. Edgington remarked that they did not have an opinion on the landscape buffer; however, he opined that if there was a fence, there would be an opinion to make it match the style of the neighborhood. He relayed that the HBA-LS did not have a position for or against the size and scope of the landscape buffer, opining that it was reasonable.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the floor for public comment.

Commr. Campione wondered if the Board would consider the Type C buffer for the current time while going through the workshop process, and noted that it could be refined later.

Mr. Fitzgerald commented that the initial idea was to make the landscape buffer more robust with what was already within the current regulations for simplicity, and that the examples included the 25-foot buffer with more trees and shrubs or a 15-foot buffer, which would be better than the Type A buffer. He remarked that if they could establish this, then they could go forward with fences, berms, or material types, which could be workshopped through the LDR update, noting that they could then workshop with the HBA-LS.

Commr. Campione related that she did not want to wait for a long drawn-out LDR process, and that she wanted to workshop this after it was in place.

Mr. Fitzgerald commented that they had the consultants ready to go for the LDR, and that they could make landscaping the first priority.

On a motion by Commr. Smith, seconded by Commr. Sabatini and carried unanimously by a vote of 5-0, the Board approved to advertise this item with a Type C, 25-foot landscape buffer.

LAKE NELLIE CROSSING

Mr. Jeff Earhart, Engineering Director for the Public Works Department, commented that the Lake Nellie Crossing development was required to install DWTS units, and that the HOA

currently had the contract with OnSyte to maintain them. He commented that Lake Nellie Crossing was requesting that the County accept the units at each lot into the County's DWTS program, and that this was a discussion to gain direction concerning this issue. He remarked that Lake Nellie Crossing was south of the City of Clermont and had about 100 lots, and that DWTS was required, noting that about 50 lots were already done. He mentioned that the request came from the developer who owned about 50 percent of the lots currently; however, the County only took units that were funded through a grant. He related that in the Lake Nellie Crossing restrictive covenants, it said that the DWTS units and drain fields would be owned and operated by the HOA, and that in the plat, it said that they were required to give an easement over the DWTS units as part of their owning the lots to whoever maintained it, such as the HOA or the County. He pointed out that the County could collect fees with an MSBU if approved; additionally, the plat said that an easement shall be given over the particular unit if required, which it would be. He mentioned that some of the options included the following: Option 1 was for no action where the HOA would continue to contract with OnSyte who had their own permit; Option 2 was for the County to act as a collection agent through an MSBU on the tax bill while the HOA kept their own permit, noting that they would not come into the County's system for maintenance; Option 3 was for the County to assume complete operation, maintenance, and collection obligations, which would require coordination with Lake Nellie Crossing, as they would be brought under the County's permit and under the County's fees, noting that OnSyte's contract with Lake Nellie Crossing would be terminated. He clarified that if Option 2 or 3 was selected, then the HOA would have to terminate their agreement with OnSyte, and that the costs would be different, noting that since the HOA was paying about $55 and the County was paying about $50, this would have to be adjusted so that it was the same. He relayed that County staff would have to negotiate to make all this happen, and that they were seeking the Board's direction on how to move forward.

Commr. Campione questioned if there was an administrative charge when there was an MSBU so that it was not coming out of the General Fund.

Ms. Marsh confirmed this, and stated that it was about three to five percent, which was added into each lot owner's responsibility.

Mr. Earhart commented that the County currently gave about $30 to OnSyte and kept between $10 to $15 to run program in addition to the three percent.

Commr. Parks inquired why the County was collecting administrative fees instead of it being built into the current fee.

Ms. Marsh explained that it was built in for the property owner, and that the County paid OnSyte about $30 or $35, noting that an amendment to the contract was recently approved by the Board.

Mr. Earhart clarified that OnSyte was currently receiving $44 while the County was collecting $55, which covered the three percent for the MSBU.

Commr. Morris asked how many residents were on this system, and indicated his understanding that staff was involved in doing this.

Mr. Earhart confirmed this, and answered that the County currently had about 80 to 100 residents on the system, opining that it would not pay for itself until there were several thousand on the system.

Commr. Campione pointed out that the goal was to clean up the water and prevent nutrient loading in the lakes and rivers.

Commr. Morris opined that since they were already getting the system, he did not know why the County should step in.

Commr. Parks commented that it would provide a lower cost to residents if the County was managing it through an MSBU because it would be under the County's contract, and that OnSyte did not care one way or the other. He mentioned that if the residents were not under the County's contract, which would cost less, then they would be subject to the private contract through the HOA. He questioned if an HOA over that size of neighborhood would be able to handle those kinds of issues or if people would be willing to be involved with an HOA, opining that they would be subject to a higher increase through the private agreement.

Commr. Campione commented that this would affect the end users who were their constituents, and opined that taking over the contract would put them in a better position. She opined that the County would also be putting the purpose of this nutrient reduction sewage system in a better place going forward, and that it would be better maintained and taken care of. She mentioned that shifting something over to an HOA made her nervous, opining that they could ebb and flow, leadership could come and go, there could be rifts within the neighborhood, they could fall apart, and it was not an ideal situation. She remarked that she had seen issues with HOAs and stormwater ponds, and opined that when they argued over things instead of taking care of them, they could get in trouble with the SJRWMD who then had to keep up with it.

Commr. Smith inquired who entered into the contract with OnSyte.

Mr. Earhart answered that it was the HOA, which was currently run by the developer.

Commr. Smith relayed his understanding that the developer made the agreement that would go to the HOA.

Mr. Earhart commented that part of the PUD that the County put forth to the developer stated that they had to use DWTS, and that they had those agreements.

Commr. Smith indicated his understanding that they currently wanted the County to take over the billing and payment portion, and asked if they would keep the easements and drain fields.

Mr. Earhart replied that they were willing to give the County the easements, and that if the Board directed, the County could either leave it the way it was, collect the funds and leave the system maintenance with them, or collect the funds and take over the maintenance.

Commr. Campione remarked that Option 3 was to have it all under the County so that it would be done correctly.

Commr. Smith stated that he did not like it, and pointed out that that the County did not have a utility company, opining that since the County was not set up to provide a utility, it would cost the citizens more funding.

Commr. Parks opined that this was true if one was thinking of a utility in a traditional sense, such as a City spending $100 million for a sewer plant; however, the County was not building a sewer plant.

Commr. Smith related that the County had the billing portion.

Commr. Parks commented that the administrative cost was built into it.

Commr. Morris relayed his understanding that the County would assume ownership, operation, maintenance, and collection obligations under Option 3.

Mr. Earhart confirmed this, and mentioned that the County currently had an agreement with OnSyte who did all the operations and maintenance while the County collected the funds, opining that the risk was what could happen in five to 20 years.

Commr. Morris opined that this was a private industry.

Commr. Campione opined that the County was a public entity that was required to handle public concerns.

Commr. Morris opined that this was not a concern because they were paying for DWTS and had the ownership, operation, and maintenance, and asked why the Board should bring this under the County.

Commr. Campione remarked that the customers and end users were Lake County constituents, and opined that there would be thousands of these units in the future. She opined that this was a way to keep the aquifer and waterbodies from being polluted from all of these nutrients.

Commr. Morris opined that it was getting in somebody else's business.

Commr. Parks opined that the County was trying to protect the consumer, and that if the HOA kept their contract with Onsyte, they could charge the residents much more.

Commr. Morris relayed his understanding that there were 103 lots, and that the County was going to maintain their DWTS and take over the operation.

Commr. Smith opined that it would not destroy the waterways if the County did not take over a maintenance operation that somebody else had already agreed to, and said that he was not in favor of the County to taking over their agreement. He related that the State gave the customer the permit, and that the developer went to OnSyte and made an agreement with them and included the fees for it in the HOA documents; therefore, anybody who bought a house there would know that there was an HOA, as they had to sign a document saying that they understood that there was an HOA. He inquired why the Board would place the burden of this on all Lake County taxpayers, opining that three percent would not pay for staff.

Commr. Campione indicated her understanding that the taxpayers would not be paying any fees for this, and that it would pay for itself because the County charged a fee to pay for the cost of operating it. She commented that the OnSyte system started as an alternative to expensive sewer systems in locations where there was no sewer service, and that it provided a way for people get off of septic systems, opining that DWTS was much better.

Commr. Smith stated that this was done at Lake Nellie Crossing, and opined that the County did not need to take it over.

Commr. Campione indicated that OnSyte would be doing the work, opining that it was never going to be the billing agent. She relayed her understanding that the local government was supposed to be operating the utility, and that this was the model at the beginning; however, the Lake Nellie Crossing subdivision was done differently.

Commr. Parks opined that other Counties were going this same route because they did not want to get into the large utility business, such as owning large treatment plants; additionally, the BMAP required Lake County to replace 10,000 septic tanks, which was the goal, noting that new development contributed to the loading.

Commr. Smith pointed out that this new development was not adding to the loading because they had the DWTS.

Commr. Campione asked if other jurisdictions were taking over operations, such as Option 3.

Commr. Parks replied that other Counties had been looking at what Lake County was doing for a couple of years.

Commr. Smith commented that he would like to see another County that used OnSyte and managed the billing portion so he could see how they were handling it, and opined that Lake County was not doing this correctly; otherwise, he opined that the County would have a department that did nothing but monthly billing for OnSyte services. He also opined that it needed to be billed monthly.

Commr. Campione stated that the County could not do monthly billing because it did not have the authority to do that.

Commr. Smith opined that if the County created a utility, it could. He expressed concern about people signing up for OnSyte services and not be able to pay for it at the end of the year, and questioned how many people there were already who could not pay their tax bill because of unexpected costs, opining that people did not truly understand what it was.

Commr. Parks opined that this would still be an issue with a monthly fee, and that some people would not pay it.

Commr. Smith opined that $50 per month was easier to pay than $400 per year, and that some people had to pay weekly because they could not save up enough to pay monthly.

Commr. Campione commented that a City utility sent out a monthly bill because they also had a water bill, and opined that the County would never be in the scenario where a monthly bill was sent out. She explained that the County used the tax bill because it had no other leverage or lien, and that this gave the County security; therefore, a monthly bill was not an option.

On a motion by Commr. Parks, seconded by Commr. Sabatini and carried by a vote of 3-2, the Board approved Option 3 to assume ownership, operation, maintenance, and collection obligations over the system.

Commr. Smith and Commr. Morris voted no.

Ms. Marsh remarked that they would work on Option 3; however, there was much that would go into it. She related that if they could not make all of those parts come together, then they would either have to bring it back before the Board, or Lake Nellie Crossing would have to

continue to operate under their system, noting that they would keep the Board apprised of how it went.

Commr. Campione opined that one day, if one was not on central sewer, then they would be on a DWTS, and that the County would be taking care of the 10,000 septic tanks that needed to be replaced. She opined that if some projects came onto the County system along the way, then they could receive the same benefit that everyone else on DWTS had, and that there would not be a bifurcated system; otherwise, residents could come to BCC meetings and complain that some residents had different rates, and the County would have to explain why some bills were higher. She opined that it would be better for everyone to have the same bill and the same protections, and that Lake County could keep 10,000 septic tanks from loading the aquifer and lakes with nutrients.

Commr. Morris opined that the County could get calls that the DWTS system was wrong, and that the staff would have to call OnSyte to go fix it.

Commr. Parks opined that the County received those calls anyway.

Commr. Campione pointed out that the County had OnSyte to go fix any issues as the outsourced contractor, and that staff would not have to go take care of those systems.

Commr. Parks added that the County was managing it.

COMMISSIONERS REPORTS

COMMISSIONER PARKS – VICE CHAIRMAN AND DISTRICT 2

PUBLIC LANDS AND TRAILS ACQUISITION ADVISORY COMMITTEE

Commr. Parks expressed appreciation to the PLTAAC, opining that they spent many hours doing great work. He elaborated that they were trying to get their recommendations to the Board for the bond referendum, opining that the committee represented Lake County well.

COMMISSIONER SMITH – DISTRICT 3

FOURTH OF JULY

Commr. Smith opined that the Fourth of July celebrations were fantastic around the county.

TOURIST DEVELOPMENT COUNCIL

Commr. Smith opined that County staff did a fantastic job of running the Tourist Development Council (TDC) meeting on the previous day.

COMMISSIONER MORRIS – DISTRICT 5

LEAGUE OF CITIES

Commr. Morris remarked that he attended the League of Cities meeting, and had explained the Comp Plan process.

COMMISSIONER CAMPIONE – CHAIRMAN AND DISTRICT 4

WEKIVA TRAIL

Commr. Campione related that the County did not obtain the grant for the Wekiva Trail and would have to find another way to fund the trail. She wondered if the County could use a natural trail, such as a lime rock trail, if the County acquired the right of way.

Ms. Barker commented that they would have to look at the grant requirements to do this with grant funding.

Commr. Campione opined that the County may have to look for other sources for the right of way or this may never come to fruition.

COMMISSIONER SMITH – DISTRICT 3

SHARK AWARENESS DAY

Commr. Smith said that it was Shark Awareness Day.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 2:53 p.m.

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____
GARY J COONEY, CLERK