



**AGENDA**  
**MINNEOLA CITY COUNCIL MEETING**  
**800 N Highway 27**  
**September 15, 2026**  
**Immediately Following the C.R.A. Meeting**  
**Beginning after the City Budget Hearing at 6:30 P.M.**

**I. CALL TO ORDER**

**II. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE**

**III. AGENDA REVIEW**

**IV. PUBLIC COMMENTS**

The Minneola City Council will hear questions, comments, and concerns from the public. Action may not be taken by the city council at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Minneola's Public Participation Policy adopted by Resolution 2013-19, members of the public shall be given a reasonable opportunity to be heard on propositions before the city council. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the city council addresses such items during this meeting.

Pursuant to Resolution 2013-19, public comments are generally limited to three minutes.

**V. PUBLIC HEARING**

- |                                                                                                                       |                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 1. Qualifications for Office and Potential Forfeiture of City Council Seat - <i>Tabled Until October 6, 2026</i> | Conduct a Public Hearing Under Sections 3.5, 3.6, & 3.12 of the City Charter to Consider Whether Council Member David Yeager Maintained Residency within the City of Minneola During His Current Term of Office, and, if not, Whether Grounds for Forfeiture of Office Exist. |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**VI. PROJECT UPDATES**

An Update on City Infrastructure Projects.

**VII. PROCLAMATION****Item 2. 2026 Mayor's Election Proclamation**

The General Election of the City of Minneola Shall be Held in Minneola City Hall, Located at 800 N. Highway 27, Minneola, FL on Tuesday, November 3, 2026, Between the Hours of 7:00 A.M. and 7:00 P.M. Eastern Standard Time. The Purpose of the Election is to Elect a Candidate for City Council Seat 1, City Council Seat 3, and City Council Seat 5. Two Candidates Have Qualified for City Council Seat 1. Three Candidates Have Qualified for City Council Seat 3. Three Candidates Have Qualified for City Council Seat 5. The Offices Hold a Four-Year Term From November 2026 to November 2030.

**Item 3. Hispanic Heritage Month**

A Proclamation Declaring September 2026 as Hispanic Heritage Month in the City of Minneola.

**VIII. CITY MANAGER'S CONSENT AGENDA****Item 4. City Council Meeting Minutes - September 1, 2026**

Consider a Request to Approve the Minutes from the September 1, 2026 City Council Meeting.

**Item 5. Purchase Request & Agreement - Online Permitting Payment Processing - Point and Pay, LLC - \$2,000**

Consider a Request to Approve the Purchase and Agreement with Point and Pay, LLC for Online Payment Processing for Permitting Fees.

**Item 6. Purchase Request - 2027 Ford Maverick XL - Duval Ford, LLC - \$28,790.40**

Consider a Request to Approve the Purchase of a 2027 Ford Maverick XL Hybrid from Duval Ford, LLC.

**Item 7. Purchase Request - Potable & Reclaim Water Meters - Ferguson Waterworks - \$266,640**

Consider a Request to Approve the Purchase of Potable and Reclaim Water Meters from Ferguson Waterworks.



**IX. DISCUSSION AND ACTION ITEMS**

- Item 8. Ordinance 2026-20 Grassy Lake Industrial Rezoning - *First Reading - Quasi-Judicial* An Ordinance of the City Council of the City of Minneola, Florida, Rezoning for 14.52± Acres Generally Located East of US Highway 27 and South of Citrus Grove Road From "Commercial-Planned Unit Development" (PUD-C) to "Industrial-Planned Unit Development" (PUD-I) Within the City of Minneola; Providing for Conditions and Contingencies; Providing for Severability; Providing for an Effective Date.
- Item 9. Ordinance 2026-21 Grassy Lake Industrial Comp Plan Amendment - *First Reading* An Ordinance of the City Council of the City of Minneola, Florida, Providing for a Textual Amendment to the City's Comprehensive Plan Amendment to Amend Policy 1-2.11.4 Entitled "Grassy Lake Holdings Commercial Development" to "Grassy Lake Holdings Industrial" Providing for a Comprehensive Plan Amendment to the City's Future Land Use Map of the City of Minneola's Comprehensive Plan From "Grassy Lake Holdings Commercial Development" to "Grassy Lake Holdings Industrial" for Approximately 14.52 Acres Generally Located East of US Highway 27 and South of Citrus Grove Road; Providing for Conditions and Contingencies; Directing the City Clerk to Transmit the Amendment to the Appropriate Governmental Agencies Pursuant to Chapter 163, Florida Statutes; Providing for Severability; Providing for an Effective Date.
- Item 10. Resolution 2026-15 Grassy Lake Industrial Developer Agreement - *First Hearing* A Resolution of the City Council of the City of Minneola, Florida, Approving the Grassy Lake Industrial Planned Unit Development Agreement; Providing for Severability; and Providing for an Effective Date.
- Item 11. Downtown CRA Improvement Grant Consider a Request to Approve of Revisions to the Downtown CRA Small Business Improvement Grant Program.

**X. FINAL PUBLIC COMMENTS**

Note: Pursuant to F.S. 286.0114 and the City of Minneola's Public Participation Policy adopted by Resolution 2013-19, members of the public shall be given a reasonable opportunity to be heard on propositions before the city council. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the city council addresses such items during this meeting. Pursuant to Resolution 2013-19, public comments are generally limited to three minutes.

**XI. REPORTS**

|                 |               |
|-----------------|---------------|
| Mark Johnson    | City Manager  |
| Scott Gerken    | City Attorney |
| David Yeager    | Councilor     |
| Debbie Flinn    | Councilor     |
| Pam Serviss     | Mayor         |
| Erick Hernandez | Vice Mayor    |
| Joseph Saunders | Councilor     |



## **AGENDA SUMMARY**

City Council

September 15, 2026

### **Agenda Item: 1.**

**Subject Title:** Qualifications for Office and Potential Forfeiture of City Council Seat -  
*Tabled Until October 6, 2026*

### **Objective:**

Conduct a Public Hearing Under Sections 3.5, 3.6, & 3.12 of the City Charter to Consider Whether Council Member David Yeager Maintained Residency within the City of Minneola During His Current Term of Office, and, if not, Whether Grounds for Forfeiture of Office Exist.

### **Summary:**

At its meeting on September 1, 2026, the City Council voted 3-2 to proceed with a hearing concerning whether Council Member David Yeager maintained residency within the City during his current term of office. That vote was to convene the hearing and was not a final determination as to residency, qualifications for office, or forfeiture of the seat. Those matters are to be considered by the Council following the public hearing.

On September 3, 2026, the Office of the City Attorney served written notice of the hearing on Council Member Yeager by FedEx and by electronic mail, with copies to the Mayor, the Vice Mayor, Councilor Flinn, Councilor Saunders, the City Manager, and the City Clerk. The notice states the date, time, and place of the hearing, quotes Charter Sections 3.12, 3.5(b), and 3.6, and advises Council Member Yeager of his opportunity to be heard, to present testimony, documents, and witnesses, to respond to the evidence presented, and to retain counsel at his own expense. The notice is attached as Exhibit 1, and the Charter provisions as Exhibit 2.

Section 3.6 of the Charter makes the Council the judge of the election and qualifications of its members and of the grounds for forfeiture of their office, and gives it the power to subpoena witnesses, administer oaths, and require the production of evidence. Decisions made under that section are subject to review by the courts.

### **Exhibits:**

1. Letter - David Yeager
2. Minneola Yeager Hearing Memo

### **Options:**

1. Following the public hearing, determine that City residency was maintained throughout the term or that there is sufficient evidence to determine otherwise and that grounds for forfeiture under Section 3.5(b)(1) do not exist.
2. Following the public hearing, determine that City residency was not maintained during the term and that grounds for forfeiture under Section 3.5(b)(1) exist.
3. Continue the public hearing to a date and time certain.

**Fiscal Impact:**

None identified at this time.

**P & Z Recommendation:**

Not applicable.

**Staff Recommendation:**

None. Under Section 3.6 of the City Charter, the Council is the judge of the qualifications of its members and of the grounds for forfeiture of their office. This item is presented for public hearing and determination by the City Council. Neither staff nor the Office of the City Attorney makes a recommendation as to the outcome.

STONE & GERKEN, P.A.

ATTORNEYS AT LAW

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WILLIAM GRANT WATSON  
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JENNIFER M. COTCH  
MATTHEW R. WYKES  
ALINA M. ALVAREZ

September 3, 2026

**VIA FEDERAL EXPRESS  
OVERNIGHT DELIVERY,  
AND ELECTRONIC MAIL**

**[dyeager@minneola.us](mailto:dyeager@minneola.us)**

Council Member  
David Yeager  
2750 Purple Meadow Ct  
Minneola, FL 34715

Council Member  
David Yeager  
21097 County Road 455  
Clermont, FL 34715

**Re: Notice of Public Hearing Regarding Qualifications for Office and Potential  
Forfeiture of City Council Seat**

Dear Council Member Yeager:

This letter constitutes formal written notice that the City Council of the City of Minneola will conduct a public hearing on **September 15<sup>th</sup>, 2026, at 6:30 PM**, at Minneola City Hall, 800 North U.S. Highway 27, Minneola, Florida, to consider whether you failed to maintain residency within the City of Minneola during your current term of office and, if so, whether such failure constitutes grounds for forfeiture of your City Council seat under the City Charter.

At its meeting on September 1, 2026, the City Council voted 3-2 to proceed with a hearing concerning this issue. That vote was to convene the hearing and was not a final determination as to your residency, qualifications for office, or forfeiture of your seat. Those matters will be considered by the City Council following the public hearing.

**Applicable Charter Provisions**

**Section 3.12 – Qualifications of Candidates for City Council**

*Candidates for the City Council must have been residents of the City of Minneola for a minimum of one year immediately prior to qualifying for election to the City*

*Council and must reside in the City on the day elected to office. Failure to maintain City residency throughout the term will result in a vacancy in that office.*

### **Section 3.5(b) – Forfeiture of Office**

*Forfeiture of office. A councilmember shall forfeit his office if he (1) lacks at any time during his term of office any qualifications for the office prescribed by this Charter or by law, (2) violates any express prohibition of this Charter, (3) is convicted of a crime involving moral turpitude, (4) is in default to the city, or (5) fails to attend three (3) consecutive regular meetings of the council without being excused by the council. All candidates seeking election must be residents of the City of Minneola, and those who move out of the city limits during their term of office shall immediately surrender that seat.*

### **Section 3.6 – Judge of Qualifications**

*The council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office and for that purpose shall have power to subpoena witnesses, administer oaths and require the production of evidence. A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand. Decisions made by the council under this section shall be subject to review by the courts.*

The purpose of the hearing is to provide the City Council with an opportunity to receive and consider evidence relevant to whether you maintained residency within the City of Minneola throughout your current term of office.

You will be afforded an opportunity at the hearing to be heard, to present testimony and documentary evidence, to present witnesses, and to respond to the evidence and information presented concerning your residency. The members of the City Council may also ask questions and receive such evidence as they determine appropriate in carrying out their responsibilities under Section 3.6 of the Charter.

Following the presentation of the evidence and your opportunity to be heard, the City Council may deliberate and determine whether grounds for forfeiture exist under Sections 3.5(b) and 3.12 of the City Charter. As you are the subject of the proceeding, you will not be voting on whether grounds for forfeiture exist for your own forfeiture proceeding.

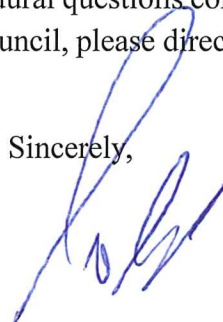
This proceeding concerns your qualifications to continue holding municipal office and is not a criminal proceeding. Accordingly, the City will not appoint or provide an attorney to represent you. You may, however, retain and be represented by an attorney of your choosing at the hearing, at your own expense.

You may provide any written materials or evidence you wish the Council to consider to the City Clerk in advance of the hearing so that such materials may be included as part of the record and provided to the City Council.

This notice is being provided to ensure that you receive advance written notice of the hearing, the subject matter to be considered, the Charter provisions implicated, and an opportunity to appear and be heard before the City Council makes any final determination.

Should you or your attorney have any procedural questions concerning the hearing or wish to submit materials for consideration by the City Council, please direct them to the undersigned or the City Clerk as appropriate.

Sincerely,



Scott A. Gerken, Esq  
City Attorney

**CC:**

**Via Electronic Mail:**

Pam Serviss, Mayor – [Pserviss@minneola.us](mailto:Pserviss@minneola.us)

Erick Hernandez, Vice Mayor – [Ehernandez@minneola.us](mailto:Ehernandez@minneola.us)

Debbie Flinn, Councilor – [Dflinn@minneola.us](mailto:Dflinn@minneola.us)

Joseph Saunders, Councilor – [jsaunders@minneola.us](mailto:jsaunders@minneola.us)

Mark Johnson, City Manager – [mjohnson@minneola.us](mailto:mjohnson@minneola.us)

Kristine Thompson, City Clerk - [kreichenbach@minneola.us](mailto:kreichenbach@minneola.us)

## MEMORANDUM

**TO:** Mayor Serviss; Vice Mayor Hernandez; Councilor Flinn; Councilor Saunders; Councilor Yeager  
**CC:** Mark Johnson, City Manager; Kristine Thompson, City Clerk  
**FROM:** Matthew Wykes, Assistant City Attorney  
**DATE:** September 9, 2026  
**RE:** The September 15, 2026, public hearing under Charter Sections 3.5, 3.6, and 3.12

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### Issues for Council Decision

At the hearing the Council decides two things. First, as a question of fact: did Council Member Yeager maintain his residency in the City during his term? Second, if he did not, does the Charter require that he forfeit the seat?

This memorandum explains the law and recommends a procedure. It does not discuss the facts, does not weigh any evidence, and does not suggest an outcome. Emphasis in quotations has been added.

### The Charter provisions

Section 3.12, Qualifications of Candidates for City Council:

*Candidates for the City Council must have been residents of the City of Minneola for a minimum of one year immediately prior to qualifying for election to the City Council and must reside in the City on the day elected to office. Failure to maintain City residency throughout the term will result in a vacancy in that office.*

Section 3.5(b), Forfeiture of office, in the part that applies here:

*Forfeiture of office. A councilmember shall forfeit his office if he (1) lacks at any time during his term of office any qualifications for the office prescribed by this Charter or by law, (2) violates any express prohibition of this Charter, (3) is convicted of a crime involving moral turpitude, (4) is in default to the city, or (5) fails to attend three (3) consecutive regular meetings of the council without being excused by the council. All candidates seeking election must be residents of the City of Minneola, and those who move out of the city limits during their term of office shall immediately surrender that seat.*

Section 3.6, Judge of Qualifications:

*The council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office and for that purpose shall have power to subpoena witnesses, administer oaths and require the production of evidence. A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand. Decisions made by the council under this section shall be subject to review by the courts.*

### Legal Standard for Determining Residency

**“A legal residence is a place where a person has a fixed abode with the present intention of making it their permanent home.”** *Walker v. Harris*, 398 So.2d 955 (Fla. 5<sup>th</sup> DCA 12981). The Florida Supreme Court in *Bloomfield v. City of St. Petersburg Beach*, 82 So. 2d 364 (Fla. 1955) stated that “legal residence consists of the concurrence of both fact and intention”; a move without the intention, or the intention without a move, “avails nothing”. “Once established, a domicile continues until it is superseded by a new one. A domicile is presumed to continue, and the burden of proof ordinarily rests on the party asserting the abandonment of one domicile to demonstrate that acquisition of another.” *Keveloh v. Carter*, 699 So. 2d 285 (Fla. Dist. Ct. App. 1997). A person may have several places to stay but only one legal residence, so evidence of a second place is not by itself evidence that the first was given up. *Keveloh*.



- **“Where a good faith intention is coupled with an actual removal evidenced by positive overt acts, then the change of residence is accomplished and becomes effective. This is so because legal residence consists of the concurrence of both fact and intention. The bona fides of the intention is a highly significant factor.”** *Bloomfield v. City of St. Petersburg Beach*, 82 So.2d 364 (Fla. 1955).

**Evidence of Intent Regarding Residency:** Florida courts treat a person’s own statement about where his home is as significant evidence of intent, not as mere self-interest: “an individual’s intent is a subjective factor and the best proof of one’s domicile is where [the person] says it is.” *Pacheco v. Jinete*, 393 So. 3d 1274 (Fla. 3d DCA 2024). It is still weighed rather than accepted automatically. In *Pacheco* the statement counted because the trial court found it credible, which means it could have found otherwise. What the person said at other times, and whether his conduct matches it, bears on that judgment.

- **“Once established, a domicile continues until it is superseded by a new one. A domicile is presumed to continue, and the burden of proof ordinarily rests on the party asserting the abandonment of one domicile to demonstrate the acquisition of another.”** *Keveloh v. Carter*, 699 So2d 285 (Fla. DCA 1997).

**Evaluation of Residency Evidence as a Whole:** *Bloomfield* (residence “will usually depend on a variety of acts or declarations all of which must be weighed”). Courts have looked at where the person actually stays and how often; whether he owns, rents, or has any right to occupy the place; driver license, voter registration, and vehicle registration; homestead; tax returns, bank accounts, and mailing addresses; utility and internet service; and where the household and belongings are. In *Meisman v. Hernandez*, 353 So. 3d 669 (Fla. 2d DCA 2022), updating a license, voter registration, homestead, and internet service supported a finding that the person had moved. In *Perez v. Marti*, 770 So. 2d 284 (Fla. 3d DCA 2000), a change of voter registration was not enough where the person signed no lease, paid no rent, could not describe the inside of the house, and changed nothing else. *Perez* is the caution in both directions: a single piece of paper does not settle the question, whichever way it points.

- **“Change of domicile is generally disfavored, and until the actual new domicile is acquired, the former will be deemed to continue. This presumption is a very strong one. Even an expressed intention to change or actual starting of movement to a new place of residence is not completed will not work such a change.”** *Wetherstein v. Wetherstein*, 111 so.2d 292 (Fla. DCA 1959).

**Effect of Temporary Absence on Residency:** Absence does not end residency where the person genuinely means to return. *Bloomfield* (“mere absence with the specific clear-cut bona fide intention of returning will not destroy the residence actually theretofore established”). In *Meisman*, the candidate could not sleep at the home because of its condition and ongoing renovation, and the court treated that as a temporary absence. The same rule cuts the other way: a stated intention to return is measured against what the person actually did.

**Resolution of Doubts in Candidate Qualification Cases:** In cases about a candidate’s qualification for office, Florida courts have said that doubts are resolved in favor of the candidate. *Meisman*; *Pacheco*. Both were pre-election challenges to a candidate’s place on the ballot, and no decision says the rule binds a city council deciding a forfeiture mid-term. It matters only if the evidence comes out evenly.

### **Procedures Governing the Hearing**

This is not an ordinary agenda item. Because the Council is deciding one person’s rights based on evidence, it is a quasi-judicial hearing, and four requirements apply. The member must have notice of the charge and a fair opportunity to answer it, and the grounds must be established by substantial proof. *Burklin v. Willis*, 97 So. 2d 129 (Fla. Dist. Ct. App. 1957). Each member must be an impartial decision maker, and the decision must rest on the evidence presented at the hearing; a member “cannot base [his] decision on [his] own information.” *Miami-Dade County v. City of Miami*, 315 So. 3d 115 (Fla. Dist. Ct. App. 2020). Contact about the case outside the hearing is “inherently improper” and can require the hearing to be held again. *Jennings v. Dade County*, 589 So. 2d 1337 (Fla. Dist. Ct. App. 1991). Section 286.011, Florida Statutes, separately bars members from discussing the matter with each other outside the noticed meeting, including through staff or third parties.

In practical terms: do not investigate on your own, do not discuss the matter with anyone before the hearing, and give the Clerk anything in writing you receive about it.

A workable order for the hearing itself:

1. The Mayor opens the hearing and summarizes the issues (may defer to City Attorney).
2. City Attorney swears in those willing to speak and addresses procedure and preliminary issues.
3. Each Council Member discloses on the record any contact about the case outside the hearing.
4. Council Member Yeager may make an opening statement and presents his evidence.
5. Council questions.
6. Mayor opens hearing to anyone willing to speak as to the residency issues.
7. Council questions and discusses public testimony and comments.
8. Council Member Yeager is given an opportunity to respond to the evidence presented and present a closing statement.
9. Council deliberations and discussions begin.
10. Deliberation in the open meeting, on the record evidence only.
11. The Council states its findings, then takes a motion and roll call vote.
12. After the hearing, this office prepares a written order stating the findings and the result.

The Charter does not fix this order and the Council may change it.

One way to frame the final motion, with the choices made only after deliberation:

*I move to find, based upon the evidence that Council Member David Yeager [did / did not] fail to maintain City residency during his term of office as required by Section 3.12 and 3.5(b) of the City Charter; and that grounds for forfeiture under Section 3.5(b)(1) [do / do not] exist.*

### **Consequences of a Finding that Residency Was Not Maintained**

1. If the Council finds that residency was maintained, or that there is insufficient evidence to prove otherwise, then no vacancy arises and the term continues.
2. If the council finds that residency was not maintained, Council Member Yeager will forfeit his office immediately and a vacancy in Seat 3 occurs. (A recess is then recommended to allow Council Member Yeager the ability to leave the dais.)
3. If a Vacancy Occurs, nothing Council Member Yeager has already voted on is undone; in *Askew v. Thomas*, 293 So.2d 40 (Fla. 1974), the Florida Supreme Court held that actions of the body in which the member participated remain valid, by virtue of his de facto status in the office until replaced.

### **Public Records Requirements**

Everything submitted to the City about this matter, materials received at the hearing, and the record of the proceeding are public records under chapter 119, Florida Statutes. That includes emails and text messages from members, with staff, or with members of the public concerning the subject. Written material a member receives should go to the Clerk so it becomes part of the record.



## **AGENDA SUMMARY**

City Council

September 15, 2026

**Agenda Item:** 2.

**Subject Title:** 2026 Mayor's Election Proclamation

**Objective:**

The General Election of the City of Minneola Shall be Held in Minneola City Hall, Located at 800 N. Highway 27, Minneola, FL on Tuesday, November 3, 2026, Between the Hours of 7:00 A.M. and 7:00 P.M. Eastern Standard Time. The Purpose of the Election is to Elect a Candidate for City Council Seat 1, City Council Seat 3, and City Council Seat 5. Two Candidates Have Qualified for City Council Seat 1. Three Candidates Have Qualified for City Council Seat 3. Three Candidates Have Qualified for City Council Seat 5. The Offices Hold a Four-Year Term From November 2026 to November 2030.

**Summary:**

This proclamation calls the City of Minneola General Election for November 3, 2026, from 7:00 a.m. to 7:00 p.m. at Minneola City Hall for the election of City Council Seats 1, 3, and 5, each for a four-year term ending in November 2030. Two candidates have qualified for Seat 1, three candidates have qualified for Seat 3, and three candidates have qualified for Seat 5. The proclamation is presented in accordance with Section 2-32 of the City of Minneola Code of Ordinances.

**Exhibits:**

None

**Options:**

**Fiscal Impact:**

**P & Z Recommendation:**

**Staff Recommendation:**



## **AGENDA SUMMARY**

City Council  
September 15, 2026

**Agenda Item:** 3.

**Subject Title:** Hispanic Heritage Month

**Objective:**

A Proclamation Declaring September 2026 as Hispanic Heritage Month in the City of Minneola.

**Summary:**

**Exhibits:**

1. Hispanic Heritage Month Proclamation

**Options:**

**Fiscal Impact:**

**P & Z Recommendation:**

**Staff Recommendation:**

## **PROCLAMATION**

### **HISPANIC HERITAGE MONTH**

*September 2026*

**WHEREAS**, from September 15 to October 15, we proudly celebrate National Hispanic Heritage Month to honor the rich history, culture, and diverse contributions of Hispanic and Latino Americans who have deeply enriched our nation, state, and local community; and

**WHEREAS**, the Hispanic Organization for Local Culture and Awareness (HOLCA) has been instrumental in promoting, preserving, and sharing the vibrant heritage of the Hispanic community through local cultural events, educational initiatives, and community advocacy; and

**WHEREAS**, the leadership and members of HOLCA dedicate their time and passion to fostering inclusivity, breaking down cultural barriers, and building a stronger, more unified community for all residents; and

**WHEREAS**, Hispanic Americans continue to make vital contributions to our local economy, public service, education, arts, and civic life, strengthening the fabric of our society with resilience, faith, and a deep commitment to family and community; and

**WHEREAS**, this month provides a meaningful opportunity to reflect on the enduring legacy of Hispanic Americans and to reaffirm our commitment to ensuring our community remains a welcoming place of opportunity for everyone;

**NOW, THEREFORE, BE IT RESOLVED**, that I, Pam Serviss, Mayor of the City of Minneola, do hereby proclaim September 15 – October 15, 2026, as

### **HISPANIC HERITAGE MONTH**

in the City of Minneola and call upon all residents to join in celebrating the generations of Hispanic Americans who have shaped our history and to recognize the outstanding efforts of HOLCA in elevating local cultural awareness.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Minneola to be affixed this 15 day of September, 2026.

---

Pam Serviss, Mayor

ATTEST:

---

Kristine Thompson, City Clerk



## **AGENDA SUMMARY**

City Council  
September 15, 2026

**Agenda Item:** 4.

**Subject Title:** City Council Meeting Minutes - September 1, 2026

**Objective:**

Consider a Request to Approve the Minutes from the September 1, 2026 City Council Meeting.

**Summary:**

**Exhibits:**

1. 9-1 minutes

**Options:**

**Fiscal Impact:**

**P & Z Recommendation:**

**Staff Recommendation:**



46 **Speed Monitoring**

47 **Mark Johnson** reported that the South Avenue speed monitoring project was expected to start  
48 within about 30 days and be completed in approximately 90 days, and that the Park Valley project  
49 was expected to start sooner, possibly within two weeks, and finish more quickly.

50  
51 **Hancock Road Widening**

52 **Fred Miller** reported that the Hancock Road widening project, a county project, was proceeding  
53 smoothly, with coordination occurring with the hospital on left turns and traffic signal timing  
54 adjustments made to improve operations.

55  
56 **Vice Mayor Hernandez** raised safety concerns near the hospital during construction and asked  
57 staff to elevate the request for temporary traffic signals to county staff.

58  
59 Staff stated they had previously raised the temporary signal request at a progress meeting, that the  
60 project team was not supportive unless it was deemed an emergency, and that they would elevate  
61 the concern further.

62  
63 **Wastewater Treatment Plant Expansion**

64 **Fred Miller** reported that the wastewater treatment plant project was advancing with the CMAR  
65 team on pricing but that a recent meeting revealed a funding setback on an alternative financing  
66 option; staff said this affects the project start and that they would re-evaluate next steps.

67  
68 **Trailhead Park Improvements**

69 **Fred Miller** reported that Trailhead Park renovations were progressing, with earthwork underway,  
70 pickleball court foundations in place, lighting installed, and coordination ongoing with the energy  
71 provider, and that no significant issues had been identified.

72  
73 **Septic-to-Sewer Phase 2**

74 **Vice Mayor Hernandez** noted that the septic-to-sewer second phase was generally on hold  
75 pending completion of the wastewater treatment plant and asked whether some pipe installation  
76 could begin early; staff said early work remained under consideration but depended on other  
77 project factors.

78  
79 **Heroes Memorial Pier**

80 **Fred Miller** reported that the Lake Minneola pier project was pending a response to a Request for  
81 Additional Information from the Army Corps of Engineers, with the design engineer preparing  
82 responses and an anticipated 30-day turnaround before potential project start.

83  
84 **Citrus Grove Road Realignment**

85 **Fred Miller** reported that the Citrus Grove roadway project, a county project, was on schedule.

86  
87 **Stops Signs on Huntsman Ridge Road & Briar Rose Blvd.**

88 **Vice Mayor Hernandez** reiterated his earlier request for stop signs at Huntsman Ridge Road and  
89 Briar Rose Boulevard and asked for an update; staff said engineers had previously found warrants  
90 were not met but would re-evaluate and report back at the next meeting.



91 **Councilor Yeager** asked about hospital access during the Hancock Road construction, including  
92 whether entrances would be closed; staff explained that one entrance is a private drive where left  
93 turns on a solid line are permitted and that signal-timing changes were implemented to allow  
94 northbound traffic to clear before releasing southbound movements, which had been functioning  
95 well.

96  
97 **Councilor Yeager** asked about tree clearing and activity on the north side of Citrus Grove Road,  
98 and staff explained the area was being used as a dirt stockpile for future development, with  
99 tortoises relocated and the stockpiled material to be moved to the development site when it  
100 proceeds.

## 101 102 **PROCLAMATION**

### 103 104 **Item 1: Brain Aneurysm Awareness Month**

105  
106 **Mayor Serviss** read a proclamation recognizing September as Brain Aneurysm Awareness Month.  
107

## 108 **CITY MANAGER'S CONSENT AGENDA**

### 109 110 **Item 2: City Council Meeting Minutes – August 18, 2026**

### 111 **Item 3: Purchase Request – Website Platform Renewal and Integration – CivicPlus - \$5,300**

### 112 **Item 4: Purchase Request – Pavement and Base Repair Services – Paquette and Company -** 113 **\$118,890**

### 114 **Item 5: Lease Agreement – Emergency Response Vehicle – Sentinel Emergency Solutions,** 115 **LLC**

### 116 117 **Public Comment**

118  
119 **Mark Johnson** explained that two fire trucks had recently been damaged while responding to  
120 calls, a replacement engine was delayed, and the manufacturer offered a short-term emergency  
121 response vehicle lease.

122  
123 **Councilor Hernandez** commented that accidents happen but expressed appreciation that the City  
124 has processes and procedures ensuring that emergency calls will continue to be answered and that  
125 service levels will remain high.

126  
127 **Councilor Flinn** inquired about the status of online permitting.  
128

129 **Mark Johnson** explained that staff has been actively working on end-to-end online permitting and  
130 payments, but the city encountered significant issues after moving to the newer finance/ERP  
131 platform from Edmunds. Although the team invested substantial time configuring and testing the  
132 integrated permitting and payments workflow, unanticipated flaws during go-live affected stability  
133 and payment processing. To maintain service continuity, staff rolled back the permitting front end  
134 to Community Core, which reliably supports online permit applications. Once Edmunds delivers  
135 the necessary fixes and the system is stable, the city plans to re-enable online payments and

complete the integration. Staff will provide an updated timeline after vendor remediation and internal testing.

**MOTION by Councilor Yeager, SECONDED by Vice Mayor Hernandez, to approve the City Manager's Consent Agenda as presented.**

**AYE:** Yeager, Flinn, Serviss, Hernandez, Saunders

**NAY:** None

**MOTION PASSED: 5-0**

### **DISCUSSION AND ACTION ITEMS**

#### **Item 6: Resolution 2026-11 – 250 Gentle Breeze Dr Variance – Quasi-Judicial**

**Scott Gerken** read the resolution by title and swore in those wishing to speak on the item.

**Tom Grimms**, Senior Planner, presented the staff report, stating that the applicant requested a variance to reduce the required 25-foot rear yard setback to 9.6 feet for a solid-roof sunroom over an existing concrete pad because the house was sited to preserve one of the City's oldest trees, limiting rear yard depth; he noted five-foot drainage easements on both side lot lines, reported that one rear neighbor had no objections while another expressed concern about a leaning rear fence, and stated that staff and the Planning & Zoning Commission recommended approval with conditions.

**Robert Lawson**, owner and applicant, confirmed his intent to install a solid-roof enclosure over the existing slab, described ongoing moisture and mold issues on the rear patio caused by shade and tree canopy, and indicated he agreed to the conditions and was available for questions.

#### **Public Comment**

There were no comments.

**MOTION by Vice Mayor Hernandez, SECONDED by Councilor Yeager, to approve Item 6: Resolution 2026-11 – 250 Gentle Breeze Dr Variance – Quasi-Judicial as presented.**

**AYE:** Yeager, Flinn, Serviss, Hernandez, Saunders

**NAY:** None

**MOTION PASSED: 5-0**

#### **Item 7: Ordinance 2026-19 – Automatic License Plate Recognition Systems – Second Reading**

182 **Scott Gerken** read the ordinance by title and explained that the ordinance prohibits permanent  
183 fixed ALPR cameras on City-owned roads and City property unless the sheriff or law enforcement  
184 submits a request showing need and the Council specifically approves the placement, and he noted  
185 that the ordinance permits private ALPR installations and portable or temporary law-enforcement  
186 uses while adding enforcement provisions for removal of improperly placed cameras.

187  
188 **Vice Mayor Hernandez** said he brought the ALPR issue forward to address privacy, data security,  
189 and public safety considerations before any permanent systems are placed on City property.

190  
191 **Public Comment**  
192

193 **Cheryl Pavlaka** spoke in opposition to Flock-type ALPR systems, citing privacy, security, cost,  
194 and accuracy concerns, and asked the Council to reconsider or further limit use of such systems.

195  
196 **Tom Hratko** spoke in support of ALPR technology for investigations and recommended strong  
197 agency policies, logging, audits, and oversight to address potential misuse.

198  
199 **Nicole Martin** spoke from a neutral perspective seeking clarification, asked which roads and  
200 rights-of-way the City actually controls versus those under FDOT, Lake County, or the sheriff;  
201 requested clarification on whether the ordinance preserves ALPR use for Amber Alerts, Silver  
202 Alerts, and similar emergencies; and asked what specific practical difference the ordinance would  
203 make in Minneola given that the City currently has no fixed ALPRs on City property and that the  
204 county had just voted to remove Flock cameras from county roads.

205  
206 **Scott Gerken** responded that the ordinance applies only to City-owned, leased, or controlled  
207 property, including City buildings, facilities, parking areas, parks, utilities property, and  
208 City-controlled rights-of-way (often local subdivision streets), and expressly does not apply to  
209 property owned or controlled by the state, county, sheriff, or private entities merely located within  
210 the City.

211  
212 **Mark Johnson** confirmed that the City was not aware of any fixed ALPR cameras currently  
213 installed in City parks or on City-controlled rights-of-way, and characterized the ordinance as a  
214 proactive framework for future requests.

215  
216 **Scott Gerken** explained that portable ALPR units and units placed on private property or on  
217 non-City rights-of-way would remain available to the sheriff's office for time-sensitive operations  
218 such as Amber and Silver Alerts, and he said that requests for permanent ALPR installations on  
219 City property would be considered case-by-case by the Council on written request.

220  
221 **Vice Mayor Hernandez** clarified that his concerns focused on centralized third-party ALPR  
222 databases and said future use should include clear control, access, audit, and security requirements.

223  
224 **Scott Gerken** noted for the record that the ordinance is written in technology-neutral terms and  
225 does not reference Flock by name, applying instead to ALPR systems generally.

**Cheryl Pavlaka** returned to ask whether the City could seek detailed budget information from the sheriff regarding ALPR costs and any offsets to local costs, and whether the ordinance could explicitly steer the sheriff away from Flock toward vendors with stronger built-in safeguards.

**Tom Hratko** returned to clarify that ALPR cameras do not capture biometric data, stated that drivers have no reasonable expectation of privacy in license plates visible on public roads, and emphasized that large-scale ALPR networks emerged through federal homeland security grants and are widely deployed around major facilities and corridors; he reiterated that the core issues are policy, auditing, and enforcement by law enforcement agencies and oversight bodies, not the technology alone.

**MOTION by Vice Mayor Hernandez, SECONDED by Councilor Yeager, to approve Item 7: Ordinance 2026-19 – Automatic License Plate Recognition Systems – Second Reading as presented.**

On initial vote, the motion passed 4–1. Later in the meeting, prior to adjournment, Councilor Flinn requested to change her vote from “no” to “yes,” and, with the consent of the Council majority, the final vote was recorded as:

**AYE:** Yeager, Flinn, Serviss, Hernandez, Saunders

**NAY:** None

**MOTION PASSED:** 5-0

### **FINAL PUBLIC COMMENTS**

**Cheryl Pavlaka** asked whether a date had been set for the cemetery workshop and was informed it would be held on September 22; she then asked when a rendering for Hills Park might be available and when the next Hills Park workshop would be scheduled.

**Vice Mayor Hernandez** responded that staff and the consultant (SCG) were reviewing feasibility of the community input from the workshop, would develop multiple design options, and that he would personally like to see a concept by the end of October with another public workshop to follow.

**Nicole Martin** thanked the Council for previous support of the voluntary conservation checklist, asked whether a workshop or formal implementation plan had been scheduled, and expressed a desire to ensure timely and proactive rollout.

**Joyce Heffington**, CRA Administrator, explained that staff is providing it at pre-application meetings, emphasizing that participation is voluntary but that Council and Planning & Zoning interest in those topics means applicants should expect related comments at hearings.

**Juan Camacho** encouraged the Council to consider adopting a City-level data privacy and cybersecurity framework that would apply to any future vendors, tools, or systems (including but

not limited to ALPRs), to clarify expectations on both front-end use and back-end data security practices.

## **REPORTS**

### **Mark Johnson**

- reported that the September 11th remembrance event would be held Friday, September 11, at 10:00 a.m. at the May Griffith Gazebo and that South Lake TV and the City's social media contractor would cover the event for those unable to attend.
- said "Safe Night Out" would be held at Lake Minneola High School and noted that staff had completed site visits and layout planning for traffic and booths.
- reported that new restroom partitions had been installed at City Hall.
- said the City would begin advertising new open gym hours starting the following day while Trailhead Park is closed, as requested by Vice Mayor Hernandez, and noted there would be a pause in open gym between October 15 and November 3 to accommodate elections.
- announced that South Lake TV would host a candidate debate at City Hall on Saturday, October 3, from 4:00 to 7:00 p.m., and clarified that the City would provide the facility but would not otherwise be involved in the event.
- reminded the Council of upcoming budget-related meetings, including a meeting on the budget and fire assessment fee on September 10, another budget meeting on September 15, and the Council workshop on the cemetery scheduled for September 22.

### **Scott Gerken**

- reported that, after reviewing a prior resolution about Councilor Yeager's residency, the cited state statute applies to board and committee members, not City Council members (as they are public officials), who may be removed only by recall, gubernatorial action, or charter-based forfeiture. He noted the charter permits forfeiture for loss of qualifications, including residency, but did not recommend proceeding based on the current record because a change in principal residence requires evidence of both intent and supporting facts, and no direct evidence showed an intent to change residence before annexation.

**Councilor Flinn** stated her position that Florida law and the City charter support forfeiture review when a Council member lacks required qualifications and requested a written legal opinion if the City disagrees.

**Scott Gerken** responded Section 112.501 does not apply to elected municipal officers; Section 112.51 governs removal of elected or appointed municipal officials by the Governor. Although Yeager was appointed to fill a vacancy, he is a municipal official for suspension or removal purposes. The charter's forfeiture process remains available, and it is the Council's decision whether to initiate it.

After discussion, Councilor Flinn made a motion to proceed with charter forfeiture proceedings based on the residency issue.

**MOTION by Councilor Flinn, SECONDED by Vice Mayor Hernandez, to proceed with charter forfeiture proceedings based on allegations that Councilor Yeager had not maintained his residency during his term of office.**

**ROLL CALL VOTE:**

|           |     |
|-----------|-----|
| Yeager    | NAY |
| Flinn     | AYE |
| Serviss   | AYE |
| Hernandez | AYE |
| Saunders  | NAY |

**MOTION PASSED: 3-2**

**Scott Gerken** stated he would prepare and serve a notice of forfeiture proceedings and recommended scheduling the hearing at the next regular Council meeting.

**Scott Gerken** briefly introduced a new associate from his office, attorney Matthew Wykes, noting that he had been involved in issues such as the ALPR ordinance and would assist the City while prior counsel Jennifer remained actively engaged.

Near the close of the meeting, in response to Councilor Flinn's request to change her vote on Ordinance 2026-19, Scott Gerken advised that a vote change before adjournment could be recognized if the rest of the Council consented; after Mayor Serviss determined there were no objections from a majority of Council members, he confirmed that the final vote on Item 7 would be recorded as 5–0.

**Vice Mayor Hernandez** asked about the status of previously tabled park impact fee increases and Scott Gerken confirmed that those items had been tabled to the October 20<sup>th</sup> Council meeting.

**Vice Mayor Hernandez** announced the Discover Minneola Passport fundraising program, described its purpose and participating businesses, and noted that a portion of proceeds would be donated to the City.

**Nicole Martin**, Eco Root Sanctuary, provided more detail on the Discover Minneola Passport, explaining that Eco Roots offers free nature-based education programs and activities, described participating businesses and the season dates (September 1–November 30), stated that Tail Feather Coffee was hosting in-person passport sales and that Minuteman Press had printed the booklets, and invited Council and residents to view or purchase passports after the meeting.

**Vice Mayor Hernandez** said the goal was to grow the passport program annually, thanked participating businesses and partners, and encouraged continued community support.

**Vice Mayor Hernandez** asked Mark Johnson to ensure renewed outreach on the Minneola Small Business Grant program so more local businesses become aware and can seek assistance.

360 **Mayor Serviss** raised a concern that, during heavy afternoon storms, the traffic signal at U.S. 27  
361 and Lake Minneola Shores had twice switched abruptly from green to red, creating confusion and  
362 safety concerns, and described how she had to reroute to avoid the intersection.  
363  
364 **Mark Johnson** suggested he would report the issue to the appropriate entity for inspection.  
365  
366 **Mayor Serviss** thanked staff, volunteers, first responders, and partner organizations for their work  
367 on the August 27 “Heroes Serving It Up” recognition event.  
368  
369 **MOTION by Vice Mayor Hernandez, SECONDED by Councilor Flinn, to adjourn.**  
370  
371 **AYE:** Yeager, Flinn, Serviss, Hernandez, Saunders  
372  
373 **NAY:** None  
374  
375 **MOTION PASSED: 5-0**  
376  
377 (Meeting adjourned at 8:04 p.m.)



## **AGENDA SUMMARY**

City Council

September 15, 2026

### **Agenda Item: 5.**

**Subject Title:** Purchase Request & Agreement - Online Permitting Payment Processing  
- Point and Pay, LLC - \$2,000

### **Objective:**

Consider a Request to Approve the Purchase and Agreement with Point and Pay, LLC for Online Payment Processing for Permitting Fees.

### **Summary:**

This agreement is necessary because the current online payment processor for utility payments is not compatible with the Building Department's CommunityCore program. To ensure seamless payment processing for the Building Department, the City must use a processor—such as Point & Pay—that is already integrated with CommunityCore.

Importantly, the agreement does not require any changes to the existing online payment processing system for utility payments. Utility customers will continue to use the same online payment platform and methods as before, with no disruption or modification to their payment experience. The new processor will be used exclusively for payments related to the Building Department and CommunityCore, while utility payment processing remains unchanged and unaffected.

This approach maintains continuity for utility customers and ensures that only the necessary departments transition to the new payment processor, minimizing operational impact and customer confusion.

### **Resident Costs for Online Payments:**

**Credit/Debit Card Payments:** Residents will pay a convenience fee of 2.95% of the transaction amount, with a minimum fee of \$2.00 per transaction.

**Electronic Check (e-Check) Payments:** Residents will pay a flat fee of \$2.50 per transaction.

These fees are paid directly by residents to Point and Pay at the time of each transaction. Residents are notified of the fee before completing payment.



**Exhibits:**

1. City of Minneola, FL - Onboarding
2. City of Minneola, FL - Agreement

**Options:**

1. Approve the request as presented.
2. Approve the request with modifications.
3. Deny the request.

**Fiscal Impact:**

\$2,000

**P & Z Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends approval of the request as presented.

PARTNER PROFILE

|                                                             |  |                                           |                                 |
|-------------------------------------------------------------|--|-------------------------------------------|---------------------------------|
| <b>Legal Name</b> (as filed with IRS): City of Minneola, FL |  | <b>Tax ID:</b>                            |                                 |
| <b>DBA:</b> City of Minneola, FL                            |  | <b>Address:</b> 800 North U.S. Highway 27 |                                 |
| <b>City/Town:</b> Minneola,                                 |  | <b>State:</b> FL                          | <b>Zip:</b> 34715               |
| <b>Phone for Customer Receipts:</b>                         |  | <b>Website:</b>                           |                                 |
| <b>Main Contact:</b> Marge Strausbaugh                      |  | <b>Email:</b> mstrausbaugh@minneola.us    | <b>Phone:</b> 352.394.3598 x134 |
| <b>Billing Contact:</b>                                     |  | <b>Email:</b>                             | <b>Phone:</b>                   |

CUSTOMER-PAID CONVENIENCE FEES

|                              |                                                   |                                                       |                                                     |
|------------------------------|---------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------|
| --select--                   | <input checked="" type="checkbox"/> Tiered/Custom | <input checked="" type="checkbox"/> Electronic Checks | <input type="checkbox"/> Pay by bank (Open Banking) |
| Credit: 2.95% minimum \$2.00 | Debit: 2.95% minimum \$2.00                       | \$2.50                                                | \$                                                  |

CLIENT-PAID ABSORBED FEES

|            |                                        |                                            |                                                     |
|------------|----------------------------------------|--------------------------------------------|-----------------------------------------------------|
| --select-- | <input type="checkbox"/> Tiered/Custom | <input type="checkbox"/> Electronic Checks | <input type="checkbox"/> Pay by bank (Open Banking) |
| Credit:    | Debit:                                 | \$                                         | \$                                                  |

Please select Manual Billing method: --select--

| TIERED / CUSTOM FEES | OTHER ITEMS (if applicable) | COST    |
|----------------------|-----------------------------|---------|
|                      | Initial Setup               | 2000.00 |
|                      |                             |         |
|                      |                             |         |
|                      |                             |         |

| PRODUCT / PAYMENT TYPE | CHANNEL        | BANK NAME | ROUTING # | ACCOUNT # | ACCT. TYPE |
|------------------------|----------------|-----------|-----------|-----------|------------|
| Community Core         | Online and POS |           |           |           |            |
|                        | Online and POS |           |           |           |            |
|                        | Online and POS |           |           |           |            |
|                        | Online and POS |           |           |           |            |
|                        | Online and POS |           |           |           |            |
|                        |                |           |           |           |            |
|                        |                |           |           |           |            |
|                        |                |           |           |           |            |
|                        |                |           |           |           |            |
|                        |                |           |           |           |            |
|                        |                |           |           |           |            |

DEPOSIT STRUCTURE

|                                                                                                                                                                   |                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>Debit to Reconcile:</b> We withdraw client-paid fees or adjustments from the accounts above. If different, identify: _____ | <input type="checkbox"/> <b>NET to Reconcile:</b> We reduce settlements to the accounts above for the value of client-paid fees or adjustments. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|

| SOFTWARE, SOLUTIONS & INTEGRATION                                                                                                   |                                                                                                                                             |                                                                                                                                                                                           |                                                                              |                            |       |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------|-------|
| Software: Community Core                                                                                                            |                                                                                                                                             | Existing                                                                                                                                                                                  | Revenue File <input type="radio"/> Postback <input checked="" type="radio"/> |                            |       |
| BILLPAY                                                                                                                             |                                                                                                                                             | COLLECT                                                                                                                                                                                   |                                                                              | CORE WEB                   |       |
| Method: -- select --                                                                                                                |                                                                                                                                             | Method: -- select --                                                                                                                                                                      |                                                                              | Method: Parameter Passing  |       |
| API / OTHER                                                                                                                         |                                                                                                                                             | POINT-OF-SALE                                                                                                                                                                             |                                                                              | INTERACTIVE VOICE RESPONSE |       |
| Method: -- select --                                                                                                                |                                                                                                                                             | Method: -- select --                                                                                                                                                                      |                                                                              | Method: -- select --       |       |
| MODEL                                                                                                                               | KEY FEATURES                                                                                                                                | DEVICE                                                                                                                                                                                    | AMOUNT                                                                       | PRICE                      | TOTAL |
| MagTek Dynamag                                                                                                                      | ➤ MagneSafe security                                                                                                                        |                                                                                                          | na                                                                           |                            | 0     |
| ID TECH VP8300                                                                                                                      | ➤ Chip, swipe, and contactless<br>➤ USB-powered<br>➤ Remote key injection                                                                   |                                                                                                         |                                                                              | 0.00                       | 0     |
| Ingenico Desk/2600                                                                                                                  | ➤ Chip, swipe, contactless, QR codes<br>➤ Ethernet, Wi-Fi, and 4G/GPRS with dual SIM<br>➤ 2.8" color display<br>➤ Compatible w/Desktop 1600 |                                                                                                         | na                                                                           |                            | 0     |
| Ingenico Self/4000                                                                                                                  | ➤ Chip, PIN, swipe, contactless and QR codes<br>➤ Indoor or outdoor use<br>➤ Ethernet, 4G, Bluetooth                                        |                                                                                                        | na                                                                           |                            | 0     |
| Ingenico Move/5000                                                                                                                  | ➤ Chip, PIN, swipe/sign, and contactless<br>➤ Dual SIM, Bluetooth, WiFi<br>➤ 3.5" color display                                             |                                                                                                        | na                                                                           |                            | 0     |
| GRAND TOTAL                                                                                                                         |                                                                                                                                             |                                                                                                                                                                                           |                                                                              |                            | 0     |
| Feature Options:                                                                                                                    |                                                                                                                                             | <input type="radio"/> Exclusions Blocks accounts by payment method or unique identifiers<br><input type="radio"/> Queuing Places transactions 'on hold', requiring administrator approval |                                                                              |                            |       |
| Notes / Comments:                                                                                                                   |                                                                                                                                             |                                                                                                                                                                                           |                                                                              |                            |       |
| ACKNOWLEDGEMENT                                                                                                                     |                                                                                                                                             |                                                                                                                                                                                           |                                                                              |                            |       |
| The undersigned agrees to the Terms and Conditions of the Merchant Services Agreement, viewable at 'www.pointandpay.com/agreement'. |                                                                                                                                             |                                                                                                                                                                                           |                                                                              |                            |       |

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

DATE \_\_\_\_\_

# POINT AND PAY, LLC

## E-PAYMENT SERVICES AGREEMENT

### PARTIES:

Point and Pay, LLC ("**PNP**") d/b/a Point & Pay  
A subsidiary of NAB, doing business in Delaware

City of Minneola, FL

## SECTION 1 E-PAYMENT SERVICES

### 1.1 ACCESS TO PAYMENT MODULES

**1.1.1** Pursuant to this E-Payment Services Agreement (this "**Agreement**"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "**Services**") and payment modules (each, a "**Module**") chosen in the attached client application ("**Client Onboarding**") to enable Client's customers ("**Customers**") to make payments to Client using a Payment Device. "**Payment Device**" means the payment type(s) chosen by Client on the Client Onboarding form. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "**SERVICES DESCRIPTION**").

**1.1.2** Payment types are Debit Cards, Credit Cards or electronic checks ("**e-Check**"). A "**Debit Card**" is a valid payment card with a VISA, MasterCard or Discover Network mark that is tied to a cardholder's bank account or a prepaid account and which is processed with or without the use of a PIN. A "**Credit Card**" is a valid payment card authorizing the cardholder to buy goods or services on credit and bearing the service mark of VISA, MasterCard, Discover Network or AXP. Client agrees to comply with and be subject to all rules and regulations of MasterCard International, Inc., ("**MasterCard**"), Visa International ("**VISA**"), Discover Network ("**Discover Network**"), American Express ("**AXP**") (collectively, the "**Rules**") and National Automated Clearing House Association rules and regulations ("**Nacha Rules**"), as they may exist or are modified from time to time and as applicable to Client's activities under this Agreement. Client also agrees to comply with all guidelines, policies and procedures for services provided to Client by PNP from time to time.

**1.1.3** At the time of Client's execution of this Agreement, Client shall also return the completed Client Onboarding form to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("**Affiliates**"). Each Affiliate that uses the Services shall complete a Client Onboarding form prior to commencement of the Services after which

PNP will recognize such Affiliate as the Client pursuant to all of the terms and conditions of the Agreement.

### 1.2 CLIENT REPRESENTATIVES

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

### 1.3 PAYMENT DEVICE TRANSACTIONS

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder or checking account owner and the Client (provided that, with respect to applicable service or convenience fees charges, such portion of the transaction will be between Customer and PNP).

### 1.4 E-CHECK TRANSACTIONS ACH AUTHORIZATIONS

#### 1.4.1 DEFINITIONS

**1.4.1.1 "ACH Entry"** means any electronic funds transfer initiated through the ACH System resulting in a credit to a Designated Account ("**Debit Entry**") or a debit to a designated account ("**Credit Entry**");

**1.4.1.2 "ACH System"** means the automated clearinghouse or other system used for bulk file transfers;

**1.4.2 E-CHECK TRANSACTIONS.** e-Check transactions are executed by creating or originating authorized ACH Entries using checking account information provided by a Customer. PNP will provide ACH origination services

to Client relating to ACH Entries, pursuant to the terms of this Agreement and the Nacha Rules, with PNP's designated financial institution acting as an Originating Depository Financial Institution ("**ODFI**") with respect to such ACH Entries. In addition:

**1.4.2.1** Client authorizes PNP and its designated ODFI to originate Entries on behalf of Client;

**1.4.2.2** Client agrees to any restrictions on the types of ACH Entries that may be originated;

**1.4.2.3** Subject to Section 8.3 below, Client acknowledges and agrees to the right of the PNP and its designated ODFI to terminate or suspend this Agreement for breach of the Rules in a manner that permits PNP and the ODFI to comply with the Rules;

**1.4.2.4** Client acknowledges and agrees to the right of PNP and the ODFI to audit Client's compliance with the Agreement, including compliance with Nacha Rules; and

**1.4.2.5** Client represents and warrants that it has the full authority and capacity to bind its Affiliates to the terms of the Agreement.

## **1.5 SERVICE PROMOTION**

Client will use reasonable efforts to promote the Services and build awareness of the Services with its Customers through various media including, but not limited to:

- Bill inserts, counter displays, and announcements in Client's newsletter
- Main website page announcements with an easily accessible, one-click link to payments page.
- Pre-recorded phone message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

## **1.6 TRADEMARK LICENSE**

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "**Trademarks**") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way

which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

## **1.7 CLIENT LOGO LICENSE**

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("**Client Marks**") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

## **SECTION 2 COMPENSATION**

### **2.1 SERVICES TRANSACTION FEE**

PNP will charge the transaction fee to use the Services set forth on the Client Onboarding form. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience or service fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

### **2.2 ACTIVATION AND MONTHLY FEES**

If applicable, Client shall pay a one-time Activation Fee and Monthly Fees as set forth on the Client Onboarding form. If Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, all unpaid fees that would have been assessed in the first year of the Term shall become immediately due and payable.

### **2.3 CHARGEBACKS AND RETURNS**

Unless otherwise specified in the Client Onboarding form, and without limiting any other rights it may have, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

### **2.4 ACH DEBIT OF FEES**

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to convenience or service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing

House (“ACH”) Authorizations to credit and debit Client’s bank account as set forth on the Client Onboarding form attached as Exhibit B, or otherwise provided by Client.

### **SECTION 3      INTELLECTUAL PROPERTY; CONFIDENTIALITY**

#### **3.1      NO TRANSFER OR LICENSE**

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, “**Intellectual Property Rights**” means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

#### **3.2      OWNERSHIP AND USE OF PNP MATERIALS**

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client’s personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party,

including Client’s end-user Customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

#### **3.3      REVERSE ENGINEERING**

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP’s intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

#### **3.4      CONFIDENTIAL INFORMATION**

**3.4.1** Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

**3.4.2** For purposes of this Agreement, “**Confidential Information**” means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and

techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

### **3.5 EXCLUSIONS**

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

### **3.6 FAILURE TO COMPLY**

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

### **3.7 SURVIVAL**

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

## **SECTION 4 WARRANTIES; DISCLAIMER**

### **4.1 WARRANTIES**

**4.1.1** Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

**4.1.2** PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

### **4.2 DISCLAIMERS**

**4.2.1** PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

**4.2.2** EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

## **SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION**

### **5.1 DAMAGES AND LIABILITY LIMIT**

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

### **5.2 REFUSALS OF PAYMENT**

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

### **5.3 ERRORS AND OMISSIONS**

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

## 5.4 BANK ACTIONS

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

## SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standards ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website which may be amended or modified at: <https://www.pcisecuritystandards.org>.

## SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client may not procure similar such services from any other party.

## SECTION 8 TERM AND TERMINATION

### 8.1 TERM

The initial term of this Agreement will commence on the Effective Date and will end on the Third (3rd) anniversary of the Effective Date (the "**Initial Term**"). This Agreement will automatically renew for successive one (1)-year terms (each, a "**Renewal Term**," and the Initial Term and any Renewal Term may be referred to as a "**Term**"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

### 8.2 IN THE EVENT OF BREACH; EFFECT ON AFFILIATES

**8.2.1** Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("**Notice**").

**8.2.2** Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this

Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

### 8.3 MODIFICATION/DISCONTINUATION OF SERVICE

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

## SECTION 9 PAYMENT DEVICE DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Onboarding form. PNP shall initiate such deposits as specified on the attached Client Onboarding form. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

## SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, pandemics or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.



## SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida without reference to its conflicts of law principles.

## SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Client Onboarding

If to PNP: Point and Pay, LLC  
110 State Street East  
Oldsmar, FL 34677

## SECTION 13 MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or

represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement, including, without limitation, the Rules and Nacha Rules. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

---

The parties have duly executed this Agreement as of the date of the last signature below (the “Effective Date”).

**Point and Pay, LLC**

**City of Minneola, FL**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** Kevin Connell

**NAME:** \_\_\_\_\_

**TITLE:** Chief Executive Officer

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## EXHIBIT A

### SERVICES DESCRIPTION

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its Customers via the specific Modules and Payment Devices chosen by Client on the Client Onboarding form. Applicable fees, if any, for Client's elections are set forth on the Client Onboarding form. The Services include support and training outlined below at no additional charge to Client.

#### SERVICE MODULES

- **COUNTER MODULE.** The Counter Module allows Customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) devices.
- **WEB MODULE.** The Web Module allows Customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Onboarding form under "Other Fees."
- **INTERACTIVE VOICE RESPONSE (IVR) MODULE.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Onboarding form in section, "Other Fees."

#### CUSTOMER PAYMENT METHODS

Each of the Service Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check. Some of the hardware options for the Counter Module provide contactless and digital wallet (i.e., Apple Pay, Google Pay) capabilities.

#### TRAINING

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

#### SUPPORT

PNP shall provide services and technical support to Client via telephone during regular business hours. Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

**EXHIBIT B**  
**CLIENT ONBOARDING**



## **AGENDA SUMMARY**

City Council

September 15, 2026

### **Agenda Item: 6.**

**Subject Title:** Purchase Request - 2027 Ford Maverick XL - Duval Ford, LLC - \$28,790.40

### **Objective:**

Consider a Request to Approve the Purchase of a 2027 Ford Maverick XL Hybrid from Duval Ford, LLC.

### **Summary:**

This request is to purchase a new 2027 Ford Maverick XL FWD Hybrid from Duval Ford, LLC, using the State contract. The quote is for one vehicle at a discounted price of \$28,790.40, with an estimated delivery time of 150 days. The vehicle includes features such as a 2.5L hybrid engine, power windows, door locks, camera, Oxford White exterior, and ebony cloth seats.

The purchase is intended to replace Vehicle #111, a 2007 F-150 with significant engine, transmission, and air conditioning issues. Due to the vehicle's age, high mileage, and costly repairs, replacement is more cost-effective. The new hybrid model is expected to provide improved fuel efficiency, resulting in ongoing savings on monthly fuel costs. This acquisition is a previously budgeted item for the agency.

### **Exhibits:**

1. Exhibit A - Duval MINNEOLA 2027 copy

### **Options:**

1. Approve the request as presented.
2. Request additional quotes.
3. Deny the request.

### **Fiscal Impact:**

\$28,790.40

### **P & Z Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends approval of the request as presented.

**(STATE AGENCIES MUST ALSO SUBMIT FORM MP6301)**

### Awarded Contractor Information

### Requesting Customer Information

### Secondary Contact for Customer (Optional)

**INFORMATION IN THIS SECTION MUST MATCH THE INFORMATION ON THE AWARDED DISCOUNT SHEET.**

**MOTOR VEHICLE**

**Non-standard accessories, components, equipment, features, parts, etc. that are attached to or provided with the vehicle when it is shipped from the Manufacturer:**

28,790.40

**MSRP DISCOUNT MUST BE EQUAL TO OR GREATER THAN THE MSRP DISCOUNT SHOWN ON THE AWARDED DISCOUNT SHEET.**

—

| NON-OEM OPTIONS |     |
|-----------------|-----|
| 1               | 1   |
| 2               | 2   |
| 3               | 3   |
| 4               | 4   |
| 5               | 5   |
| 6               | 6   |
| 7               | 7   |
| 8               | 8   |
| 9               | 9   |
| 10              | 10  |
| 11              | 11  |
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| 94              | 94  |
| 95              | 95  |
| 96              | 96  |
| 97              | 97  |
| 98              | 98  |
| 99              | 99  |
| 100             | 100 |

**MSRP DISCOUNT MUST BE EQUAL TO OR GREATER THAN THE MSRP DISCOUNT SHOWN ON THE AWARDED DISCOUNT SHEET.**

[illegible]

|                                                 |  |      |
|-------------------------------------------------|--|------|
| TOTAL COST: Non-OEM Options (per Motor Vehicle) |  | \$ - |
|-------------------------------------------------|--|------|

## BODY TRANSFER AND 3rd PARTY BODY INSTALLATIONS

[illegible]

|                                                                                |  |    |   |
|--------------------------------------------------------------------------------|--|----|---|
| TOTAL COST: Body Transfer and 3rd Party Body Installations (per Motor Vehicle) |  | \$ | - |
|--------------------------------------------------------------------------------|--|----|---|

|                                                   |              |
|---------------------------------------------------|--------------|
| Total State Term Contract Price per Motor Vehicle | \$ 28,790.40 |
|---------------------------------------------------|--------------|

|                                                                         |   |
|-------------------------------------------------------------------------|---|
| Number of Motor Vehicles Quoted (with the same OEM and Non-OEM Options) | 1 |
|-------------------------------------------------------------------------|---|

|                            |              |
|----------------------------|--------------|
| Customer Order Grand Total | \$ 28,790.40 |
|----------------------------|--------------|

|                     |          |
|---------------------|----------|
| Estimated Lead Time | 150 DAYS |
|---------------------|----------|

|                      |  |
|----------------------|--|
| Contractor Comments: |  |
|----------------------|--|

|                    |  |
|--------------------|--|
| Customer Comments: |  |
|--------------------|--|

\*UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the Discount Sheet for the code(s) applicable to each Group and Sub-Group.

CNGP530 VEHICLE ORDER CONFIRMATION 09/03/26 11:55:50

==>

Dealer: F24081

2027 MAVERICK

Page: 1 of 1

Order No: 0009 Priority: M1 Ord FIN: QE065 Order Type: 5B Price Level: 715

Ord PEP: 100A Cust/Flt Name: MINNEOLA

PO Number:

|      | RETAIL           |         | RETAIL                       |
|------|------------------|---------|------------------------------|
| W8A  | MAVERICK FWD     | \$28145 | CONNECTIVITY PK              |
|      | .121.0" WB       |         | SP DLR ACCT ADJ              |
| YZ   | OXFORD WH        |         | SP FLT ACCT CR               |
| 9    | CLOTH            |         | FUEL CHARGE                  |
| W    | EBONY            |         | B4A NET INV FLT OPT NC       |
| 100A | EQUIP GRP        |         | DEST AND DELIV 1845          |
|      | .XL TRIM         |         | TOTAL BASE AND OPTIONS 29990 |
| 993  | .2.5L HYBRID     | NC      | TOTAL 29990                  |
| 44E  | .POWER-SPLT ECVT | NC      | *THIS IS NOT AN INVOICE*     |
|      | 225/65 R17       |         |                              |
|      | FLEET SPCL ADJ   | NC      |                              |
| 425  | 50 STATE EMISS   | NC      |                              |
|      | SIRIUSXM         |         |                              |
|      | 17" STEEL WHEEL  |         |                              |
|      | SECURITY 1YR     |         |                              |

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD04863





## **AGENDA SUMMARY**

City Council  
September 15, 2026

### **Agenda Item: 7.**

**Subject Title:** Purchase Request - Potable & Reclaim Water Meters - Ferguson Waterworks - \$266,640

### **Objective:**

Consider a Request to Approve the Purchase of Potable and Reclaim Water Meters from Ferguson Waterworks.

### **Summary:**

The City of Minneola has procured a total of 864 potable water meters (two types, 432 each) and 6 reclaimed water meters from Ferguson Waterworks, totaling \$266,640.

The meters include models suitable for both potable and reclaimed water applications, ensuring compliance with regulatory requirements for each service type.

These meters were purchased in advance to prevent any disruption in the installation schedule for new homes. Timely installation is critical to maintain service commitments and support ongoing residential development.

Ferguson Waterworks is considered the sole source for these meters due to the following factors:

The specific meter models required are only available through Ferguson, ensuring compatibility with the City's existing infrastructure and reading systems.

Ferguson is the established supplier for the City's water metering needs, providing consistency in equipment, support, and warranty coverage.

Utilizing a single source reduces integration risks and ensures reliable delivery timelines, which is essential for uninterrupted service to new developments.

### **Exhibits:**

1. Water Meters 9-15-26

### **Options:**

1. Approve the request as presented.
2. Request additional justification.

3. Deny the request.

**Fiscal Impact:**

\$266,640

**P & Z Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends approval of the request as presented.



FEL-ORLANDO WATERWORKS #126  
801 THORPE ROAD  
ORLANDO, FL 32824-8016

Phone: 407-859-7473  
Fax: 407-859-9561

Deliver To:  
From: Jarad Olson  
jarad.olson@ferguson.com  
Comments:

11:53:08 SEP 03 2026

Page 1 of 1

FERGUSON ENTERPRISES, LLC #126

Price Quotation  
Phone: 407-859-7473  
Fax: 407-859-9561

Bid No: B685983  
Bid Date: 09/03/26  
Quoted By: JEO

Cust Phone: 352-551-6495  
Terms: NET 10TH PROX

Customer: CITY OF MINNEOLA  
PO BOX 678  
WATER RECLAMATION FACILITY  
MINNEOLA, FL 34755

Ship To: CITY OF MINNEOLA  
18340 SCRUB JAY LANE  
WATER RECLAMATION FACILITY  
MINNEOLA, FL 34755

Cust PO#:

Job Name: METER BID

| Item              | Description                        | Quantity | Net Price | UM | Total       |
|-------------------|------------------------------------|----------|-----------|----|-------------|
| NED2B31RPWG11     | 5/8X3/4 T10 P/C MTR R900I PIT PLAS | 432      | 300.000   | EA | 129600.00   |
| NED2B31RPWG11SA04 | 5/8X3/4 T10 PROCODER R900I PIT     | 432      | 300.000   | EA | 129600.00   |
| NEU2E2G2          | 2 M10 R900I GAL 17 LL RECLAIM      | 6        | 1240.000  | EA | 7440.00     |
| Net Total:        |                                    |          |           |    | \$266640.00 |
| Tax:              |                                    |          |           |    | \$0.00      |
| Freight:          |                                    |          |           |    | \$0.00      |
| Total:            |                                    |          |           |    | \$266640.00 |

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=126&on=63831>

Sole  
Source



## **AGENDA SUMMARY**

City Council Meeting  
September 15, 2026

### **Agenda Item: 8.**

**Subject Title:** Ordinance 2026-20 Grassy Lake Industrial Rezoning - *First Reading - Quasi-Judicial*

### **Objective:**

An Ordinance of the City Council of the City of Minneola, Florida, Rezoning for 14.52± Acres Generally Located East of US Highway 27 and South of Citrus Grove Road From "Commercial-Planned Unit Development" (PUD-C) to "Industrial- Planned Unit Development" (PUD-I) Within the City of Minneola; Providing for Conditions and Contingencies; Providing for Severability; Providing for an Effective Date.

### **Summary:**

Major Stacy, Owner, for Grassy Lake Holdings, requests rezoning 14.52 ± acres from "Commercial Planned Unit Development" (PUD-C) to "Industrial Planned Unit Development" (PUD-I) for property generally located east of US Highway 27 and north of Citrus Grove Road. Originally the owner was only going to change the Developer Agreement to allow office warehouse (flex space) in the B-1 zoning but now wants more industrial uses as well. Our comprehensive plan shows US Highway 27 for commercial not industrial uses.

### **Exhibits:**

1. Application
2. Ord 2026-20 Rezoning Minneola Commerce - Revised 9.2.26
3. 20250038 BDY-TOPO SURVEY
4. Legal Description
5. Site Plan
6. LUP
7. Grading Plan
8. Minneola Commerce Center FLUM RZ\_v1
9. Warranty Deed
10. 277 Minneola Commerce Center TIA v1
11. 240b Minn Commerce Center US N 27 SP3 v1
12. Minneola Commerce Center FLUM RZ\_v1
13. Public Hearing Notice Ord 2026-20 Rezoning
14. IMG\_0815
15. IMG\_0816

16. ADDRESSES
17. Affidavit Rezoning

**Options:**

1. Approve the ordinance as presented.
2. Approve the ordinance subject to modifications.
3. Postpone the decision.
4. Deny the ordinance.

**Fiscal Impact:**

Undetermined.

**Staff Recommendation:**

Staff recommends if approved it be on the condition the former FDOT pond is annexed in and all staff comments be addressed.



**CITY OF MINNEOLA, FLORIDA  
ZONING MAP AMENDMENT  
WITH  
COMPREHENSIVE PLAN AMENDMENT  
APPLICATION CHECKLIST**

This Checklist is based on the relevant provisions of Chapter 98-3, Rezoning, Chapter 98-4(a), Small Scale Comp Plan Amendment (10 acres or less), and Chapter 98-4(b), Large Scale Comp Plan Amendment (10.1 acres or more), of the Minneola Code of Ordinances. The Code is available at [www.municode.com](http://www.municode.com). Requirements are minimums that may be adjusted in the pre-application conference.

**Please check one:**

**40 ACRES**

- ☒ Small Scale Comp Plan Amendment ~~(10 acres or less)~~ - **\$1,350**  
☐ Large Scale Comp Plan Amendment (10.1 acres or more) - **\$2,350**

**The following information is required for all Zoning Map & Comp Plan Amendment Applications:**

- ☒ 1 – Copy of the Legal Description [could be on the survey]  
☒ 1 – Certified copy of the Warranty Deed  
☒ 1 – Copy of the signed and notarized property Owner's Authorization (if applicable)  
☒ 1 – Copy of the completed Application form with Checklist  
☒ 1 – Copy of the completed Adjacent Property Owners form -- or --  
☒ 3 – Copy of the Boundary Survey by a Florida Licensed surveyor @ 24" x 36"  
☒ 3 – Copy of the Conceptual Plan for the subject site @ 24" x 36"  
☐ 10 – Copy of the Boundary Survey by a Florida Licensed surveyor @ 24" x 36"  
☐ 10 – Copy of the Conceptual Plan for the subject site @ 24" x 36"  
☒ 1 – CD in PDF format including ALL application package text and graphics  
☒ Non-refundable fee per Amendment acreage size listed above

**The Conceptual Plan will include: GOEM. PLAN & GRADING PLAN PROVIDED**

- ☒ a) A graphic identification of the points of entry from the adjacent road  
☒ b) The site contours – minimum 10-ft. intervals  
☒ c) A graphic depiction of the proposed density (du/acre) or intensity (FAR) by sub-area (bubble diagrams) or total square footage of all principal structures  
☒ d) A graphic identification of the existing adjacent land use on all sides  
☒ e) A graphic identification of the existing adjacent zoning on all sides of the site  
☒ f) Other requirements identified in the pre-application conference

Submit to: Planning Department, 800 N. U.S. Hwy 27, Minneola, FL 34715





**CITY OF MINNEOLA, FLORIDA  
ZONING MAP AMENDMENT  
WITH  
COMPREHENSIVE PLAN AMENDMENT  
APPLICATION CHECKLIST (continued)**

**Application Review Process**

Development Review Process (DRP)

- A pre-determined level of DRP review shall occur for every application
- The DRP will provide written comments/recommendations to the applicant and the P&Z

Planning and Zoning Commission (P&Z)

- The Planning Dept (Dept) is responsible to ensure the proper legal advertising is done in a timely manner
- The applicant is responsible to correctly post the required signs on the site in a timely manner and pursuant to the instructions provided by the Dept and to remove the signs after the approval process is completed
- The P&Z will provide written comments to the City Council

City Council

- The City Council may conduct one or more public workshops prior to initiating their formal consideration of a small scale comprehensive plan amendment application
- The Dept will advise the applicant of the next available workshop date
- Upon Council's completion of the workshop process the Dept will do an additional legal advertisement and the applicant must again post signs on the site as described above
- The City Council must conduct two public hearings regarding the proposed amendment
- The Council may defer consideration of the subject application at any time

For additional information regarding the application review process, please refer to the Minneola Code of Ordinances:

- Chapter 98-3, Rezoning,
- Chapter 98-4(a), Small Scale Comp Plan Amendment (10 acres or less),
- Chapter 98-4(b), Large Scale Comp Plan Amendment (10.1 acres or more).

The Code is available at [www.municode.com](http://www.municode.com).



**CITY OF MINNEOLA, FLORIDA  
ZONING MAP AMENDMENT  
WITH  
COMPREHENSIVE PLAN AMENDMENT  
APPLICATION**

  X   **Small Scale Comp Plan Amendment**           **Large Scale Comp Plan Amendment**  
(Please check one Comp Plan Amendment type above)

Applicant Name: Drew Thigpen - Pelican Industrial

Applicant Address: [REDACTED]

Applicant Phone #: 843-469-2517    Fax # or E-mail: [REDACTED]

General Location and/or Street Address: US 27 & Citrus Grove Rd

Alternate Key Number(s): 1031281 & 1031265

Owner Name: Grassy Lake Holdings

Owner Address: [REDACTED]

Owner Phone #: 407-456-1497    Fax # or E-mail: [REDACTED]

Site Area (acres or sq. ft.): 14.96

~~~~~ **EXISTING** ~~~~~

FLUM: PD-Comm    Zoning: PD

Potable Water Source: City    Sewage Disposal Method: City

Present Use & List Of Structures By Use: Homeless Encampment - Sheriff Has Authority to Access

Has this site been subject to other development applications in the last two years?

No: Yes    If Yes, provide the type of action and date of final action:

Site Permitting - Ongoing

~~~~~ **PROPOSED** ~~~~~

FLUM: PD-Ind.    Zoning: PD

Potable Water Source: City    Sewage Disposal Method: City

Proposed Use: Light Flex Space to serve local residents

Reasons for the request: Provide a location for businesses that serve local residents needs

Adjacent Roadway Classification & LOS: US 27 LOS B (See TIA submitted w/ Site Plan)

Estimated traffic generated by the proposed project: 75 Peak PM Hour Trips





**CITY OF MINNEOLA, FLORIDA  
ZONING MAP AMENDMENT  
WITH  
COMPREHENSIVE PLAN AMENDMENT**

**CERTIFICATION**

I, the undersigned, do hereby certify that I have read the application and the relevant guidance material and understand the requirements described therein and that I will fully comply with all City, State and Federal regulations applicable to this project.

I understand that the application fee is non-refundable.

I further understand that I am responsible to reimburse the City for the actual advertising costs, mailing costs, AND the actual consultants' review fees, if any. Said fees shall be paid within 30 days of receipt of the City's invoice **OR** further processing of the application will cease until the invoice is paid in full.

**I understand that only application packages that are determined complete by the Department will be scheduled for review.**

  
\_\_\_\_\_  
Applicant Signature  
  
8/15/26  
\_\_\_\_\_  
Date

\*\*\*\*\*

*Payment Record for Office Use:*

Applicant Name: \_\_\_\_\_

Application for: \_\_\_\_\_

Amount: \_\_\_\_\_ Check #: \_\_\_\_\_

Amount: \_\_\_\_\_ Check #: \_\_\_\_\_

Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

City of Minneola  
ZONING MAP AMMENDMENT WITH  
COMPREHENSIVE PLAN AMMENDMENT

Owner's Authorization

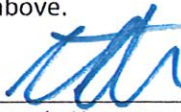
(required if the property owner is not the applicant)

STATE OF FLORIDA  
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared Drew Thigpen

who is being by me first duly sworn on oath, deposes and says:

1. That he/she is the property owner of the subject parcels in this application.
2. That he/she desires to apply for Comp plan & rezone on land generally located at:  
US 27 & Citrus Grove Road 062226000300004700 & 062226000300006300
3. That he/she has appointed Major Stacy  
to act as agent in his/her behalf to accomplish the above.

  
Owner's Signature

This is to certify that on July 18<sup>th</sup>, 20 25 before me,  
an officer duly authorized to take acknowledgements in the State and County aforesaid, personally  
appeared Major Stacy he/she is personally know to me or has produced

SEAL



Danielle L. McDougall  
Notary Public  
State of Florida  
Comm# HH592298  
Expires 10/4/2028

Danielle L. McDougall

Danielle L. McDougall

Acknowledger Name

10-04-2028

My Commission Expires

HH592298  
Serial Number

**CITY OF MINNEOLA, FLORIDA  
ZONING MAP AMENDMENT  
WITH  
COMPREHENSIVE PLAN AMENDMENT  
ADJACENT PROPERTY OWNERS**

Type a list of owner's names and mailing addresses for all properties lying within 300 feet of all sides of the property described in the attached application, as recorded on the current County tax rolls, or attach photocopies of the appropriate Property Record Cards. [not both]

| <b>Alternate Key #</b> | <b>Property Owner</b>                 | <b>Address (include zip code)</b>                 |
|------------------------|---------------------------------------|---------------------------------------------------|
| 1028965                | CITRUS GROVE ROAD HOLDINGS LLC        | 15 CREEKWOOD WAY, HILLSBOROUGH, CA 94010          |
| 3793049                | DOORSAMMY CHOONMATTIE                 | 17350 US HIGHWAY 27, CLERMONT, FL 34715-9272      |
| 3826439                | FALZONE SHERRY & TOBIAS T             | 17358 N US HIGHWAY 27, CLERMONT, FL 34715         |
| 1031265                | GRASSY LAKE HOLDINGS LLC              | 5832 WOODBINE DR, BELL ISLE, FL 32809             |
| 1061270                | VISTA GRANDE PROPERTIES               | 13940 ASHTON PARK WAY, MINNEOLA, FL 34715         |
| 1031273                | GHULAM DAYANAND & JASMA               | 9229 195TH PL, HOLLIS, NY 11423                   |
| 1066549                | OPEN DOOR BAPTIST OF CLERMONT INC     | 17140 US HIGHWAY 27, CLERMONT, FL 34715           |
| 1108942                | ZAVY ENTERPRISES LLC                  | 23825 INTEGRITY WAY, SORRENTO, FL 32776           |
| 1591881                | DE NOYELLES JOHN TRUSTEE              | 3149 SCRUB OAK TRL, OVIEDO, FL 32765              |
| 1591902                | PROFESSIONAL RESOURCE DEVELOPMENT INC | 1200 NETWORK CENTRE DR STE 2, EFFINGHAM, IL 62401 |
| 1509572                | SOUTH LAKE COUNTY LODGE #1615         | 17335 US HIGHWAY 27, CLERMONT, FL 34715-9220      |
| 1065186                | DUKE ENERGY CENTER                    | PO BOX 37996, CHARLOTTE, NC 28237-7996            |
| 1108977                | FIELDS EQUIPMENT COMPANY INC          | PO BOX 113, WINTER HAVEN, FL 32882-0113           |

Use additional pages as necessary

## **ORDINANCE 2026-20**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, REZONING APPROXIMATELY 13.32 ACRES GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF CITRUS GROVE ROAD FROM COMMERCIAL PLANNED UNIT DEVELOPMENT (PUD-C) TO INDUSTRIAL PLANNED UNIT DEVELOPMENT (PUD-I); APPROVING AND INCORPORATING THE DEVELOPMENT AGREEMENT GOVERNING DEVELOPMENT OF THE PROPERTY; PROVIDING CONDITIONS AND CONTINGENCIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Grassy Lake Holdings, LLC (the “Owner”), has requested that approximately 13.32 acres of real property generally located east of U.S. Highway 27 and south of Citrus Grove Road be rezoned; and

**WHEREAS**, notice of the proposed rezoning and public hearings has been provided in accordance with applicable law; and

**WHEREAS**, the approximately 13.32 acres described in Exhibit “A” (the “Property”) are presently designated “Grassy Lake Holdings Commercial Development” on the City’s Future Land Use Map and are zoned Commercial-Planned Unit Development (PUD-C); and

**WHEREAS**, the City Council is considering Ordinance 2026-21 to amend Comprehensive Plan Policy 1-2.11.4 and the Future Land Use Map designation for the Property to “Grassy Lake Holdings Industrial Development”; and

**WHEREAS**, Owner has requested that the Property be rezoned to Industrial-Planned Unit Development (PUD-I) to allow the Property to be developed as a coordinated industrial and limited accessory commercial project, subject to the conditions imposed by this Ordinance and the Development Agreement; and

**WHEREAS**, the First Amended and Restated Development Agreement between the City and Owner (the “Development Agreement”) establishes binding permitted uses, prohibited uses, development standards, infrastructure obligations, utility conditions, and other requirements governing development of the Property; and

**WHEREAS**, the Development Agreement also addresses a separate approximately 1.199-acre parcel presently owned by the Florida Department of Transportation (the “FDOT Parcel”), but the FDOT Parcel is not included within the Property rezoned by this Ordinance and must be acquired by the applicant, annexed into the City, and separately approved for the applicable future land use and zoning designations before development may occur on that parcel; and

**WHEREAS**, after considering the application and the competent substantial evidence presented at duly noticed public hearings, the City Council finds that the rezoning is consistent with the City’s Comprehensive Plan, compatible with the surrounding area, and in the public interest, subject to the conditions and contingencies stated in this Ordinance and the Development Agreement; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, AS FOLLOWS:**

**Section 1.** The property consists of approximately 13.32 acres generally located east of U.S. Highway 27 and south of Citrus Grove Road and is more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”).

**Section 2.** The Property is rezoned from Commercial-Planned Unit Development (PUD-C) to Industrial-Planned Unit Development (PUD-I). Development of the Property shall comply with the Development Agreement attached hereto as **Exhibit “B”** and incorporated herein by reference (the “Development Agreement”). Data centers, data center facilities, large-scale data centers, and large load customer facilities are prohibited on the Property, whether proposed as principal, accessory, ancillary, incidental, or mixed uses. If the Development Agreement conflicts with this Ordinance, this Ordinance shall control. No amendment to the Development Agreement that modifies a permitted use, prohibited use, intensity, development standard, or other zoning condition shall be effective unless approved through the process required for an amendment to this PUD-I zoning approval.

Nothing in this Ordinance rezones or grants development rights to the approximately 1.199-acre FDOT parcel addressed in the Development Agreement. That parcel must be acquired by the Owner, annexed into the City, and separately rezoned before development may occur on that parcel.

**Section 3.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

**Section 4.** This Ordinance shall become effective immediately upon adoption; provided, however, that the rezoning shall not become operative until Ordinance 2026-21 becomes effective and the Development Agreement has been executed by the City and Owner and recorded in the Public Records of Lake County, Florida. Nothing in this Ordinance authorizes development before all applicable site-plan, concurrency, utility-capacity, and other development approvals have been obtained.

**PASSED AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by the City Council of the City of Minneola, Florida.

\_\_\_\_\_  
PAM SERVISS, Mayor

ATTEST:

\_\_\_\_\_  
KRISTINE THOMPSON, City Clerk

Passed First Reading \_\_\_\_\_

Passed Second Reading \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
SCOTT A. GERKEN, City Attorney



## EXHIBIT "A"

### PARCEL 1

THAT PORTION OF THE NORTHWEST $\frac{1}{4}$  OF THE SOUTHWEST $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO. 25 (U.S. HIGHWAY NO. 27), LESS AND EXCEPT THE NORTH 570 FEET THEREOF AND THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA.

THE ABOVE DESCRIBED PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 00°09'20" EAST ALONG THE EAST BOUNDARY OF THE SAID NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST $\frac{1}{4}$ , A DISTANCE OF 751.72 FEET TO THE SOUTH BOUNDARY OF THE NORTH 570 FEET OF THE SAID NORTHWEST $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; THENCE NORTH 89°50'01" WEST ALONG THE SAID SOUTH BOUNDARY, 704.047 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. HIGHWAY NO. 27); THENCE SOUTH 14°00'27" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 307.47 FEET TO THE NORTHWESTERLY CORNER OF THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA; THENCE NORTH 75°59'33" EAST, 152.00 FEET TO THE NORTHWESTERLY CORNER OF SAID RETENTION AREA; THENCE SOUTH 14°00'27" EAST 320 FEET TO THE SOUTHEASTERLY CORNER OF SAID RETENTION AREA; THENCE SOUTH 75°59'33" WEST, 152 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25; THENCE SOUTH 14°00'27" EAST, ALONG THE SAID RIGHT-OF-WAY LINE 146.26 FEET TO THE SOUTH BOUNDARY OF THE AFORESAID NORTHWEST $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 6; THENCE SOUTH 89°39'42" EAST ALONG THE SAID SOUTH BOUNDARY, 515.16 FEET TO THE POINT OF BEGINNING.

THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA WHICH IS NOT INCLUDED HEREIN IS DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH 12.7 ACRES LYING EAST OF THE COUNTY ROAD, IN THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LYING IN LAKE COUNTY, FLORIDA, LYING WITHIN 220 FEET EAST OF THE SURVEY LINE OF STATE ROAD 25, SECTION 11200; SOUTH OF STATION 64+90.00 AND NORTH OF STATION 61+70.00 SAID SURVEY LINE AND SAID STATIONS BEING DESCRIBED AND LOCATED AS FOLLOWS:

BEGIN ON THE NORTH LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26, EAST, AT A POINT 405.38 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST  $\frac{1}{4}$  OF SOUTHWEST  $\frac{1}{4}$ , THENCE RUN SOUTH 13°58'00" EAST, A DISTANCE OF 912.54 FEET TO STATION 64+90.00; THENCE CONTINUE SOUTH 13°58'00" EAST, A DISTANCE OF 320 FEET TO STATION 61+70.00; THENCE CONTINUE SOUTH 13°58'00" EAST, A DISTANCE OF 100 FEET.

### PARCEL 2:

BEGINNING 1044.05 FEET NORTH OF SOUTHEAST CORNER OF SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST; RUN NORTH 85.58' WEST TO RIGHT-OF-WAY OF HIGHWAY; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY TO NORTH LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF SOUTHWEST  $\frac{1}{4}$ ; THENCE EAST TO NORTHEAST CORNER OF SAID SOUTHWEST  $\frac{1}{4}$  OF SOUTHWEST  $\frac{1}{4}$ , THENCE SOUTH TO POINT OF BEGINNING.

**EXHIBIT "B"**  
**DEVELOPMENT AGREEMENT**









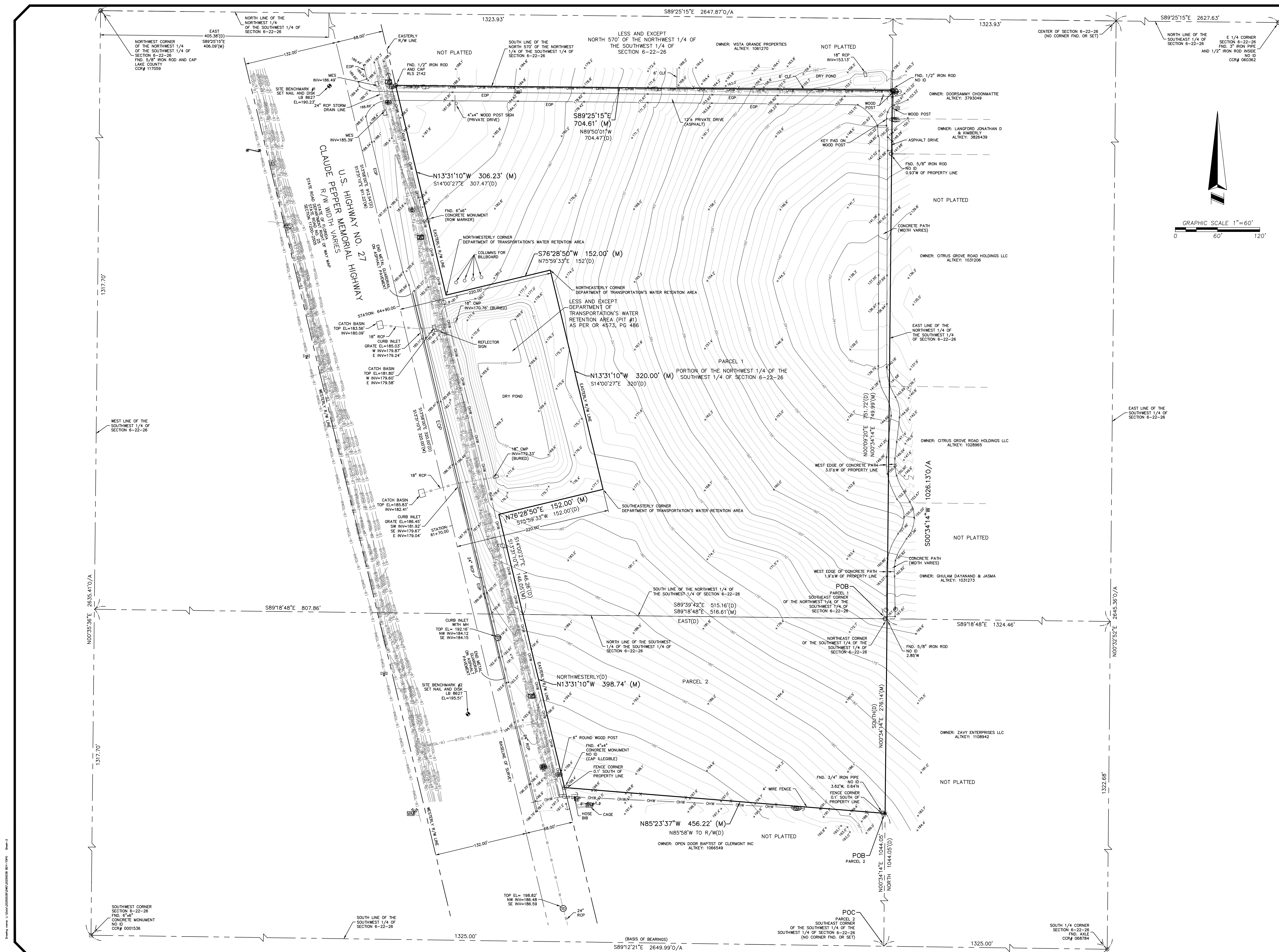
BOUNDARY SURVEY  
OF  
HIGHWAY 27 PARCELS  
SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST  
LAKE COUNTY, FLORIDA

OR:  
GREENBERG GIBBONS  
PROPERTIES

[illegible]

JOB #: 20250038  
DATE: 3/14/25  
SCALE: 1" = 60'  
CALC BY: BH  
FIELD BY: JS  
DRAWN BY: TQ  
CHECKED BY: BH

SHEET 2 OF 2



## LEGAL DESCRIPTION:

### PARCEL 1:

THAT PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA LYING EAST OF THE EASTERLY LINE OF THE RIGHT— OF— WAY OF STATE ROAD NO. 25 (U.S. HIGHWAY NO. 27), LESS AND EXCEPT THE NORTH 570 FEET THEREOF AND THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA.

THE ABOVE PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE NW 1/2 OF THE SW 1/4 OF SECTION 6, TOWNSHIP, 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THEN CE N. 00 DEGREES 09' 20" E. ALONG THE EAST BOUNDARY OF THE SAID NW 1/4 OF THE SW 1/4, A DISTANCE OF 751.72 FEET TO THE SOUTH BOUNDARY OF THE NORTH 570 FEET OF THE SAID NW 1/4 OF THE SW 1/4, THEN CE N. 89 DEGREES 50'01" W. ALONG THE SAID SOUTH BOUNDARY, 704.47 FEET TO THE EASTERLY RIGHT— OF— WAY LINE OF STATE ROAD NO. 25 (U.S. HIGHWAY NO. 27), THEN CE S. 14 DEGREES 00'27" E. ALONG SAID EASTERLY RIGHT— OF—WAY LINE 307.47 FEET TO THE NORTH EASTERLY CORNER OF THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA, THEN CE N. 75 DEGREES 59'33" E. 152 FEET TO THE NORTHEASTERLY CORNER OF SAID RETENTION AREA, THENCE S. 14 DEGREES 00' 27" E. 320 FEET TO THE SOUTHEASTERLY CORNER OF SAID RETENTION AREA, THENCE S. 75 DEGREES 59'33" W. 152.00 FEET TO THE AFORESAID EASTERLY RIGHT— OF— WAY LINE OF STATE ROAD NO. 25, THENCE S. 14 DEGREES 00'27" E. ALONG THE SAID RIGHT— OF— WAY LINE 146.26 FEET TO THE SOUTH BOUNDARY OF THE AFORESAID NW 1/4 OF THE SW 1/4 OF SECTION 6, THENCE S. 89 DEGREES, 39'42" E. ALONG THE SAID SOUTH BOUNDARY, 515.16 FEET TO THE POINT OF BEGINNING.

THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA WHICH IS NOT INCLUDED HEREIN IS DESCRIBED AS FOLLOWS:

THAT PART OF: THE SOUTH 12.7 ACRES LYING E OF THE COUNTY ROAD, IN THE NW 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST", LYING IN LAKE COUNTY, FLORIDA LYING WITHIN 220 FEET E OF THE SURVEY LINE OF STATE ROAD 25, SECTION 11200; S OF STATION 64+90.00 AND N. OF STATION 61 + 70.00 SAID SURVEY LINE AND SAID STATIONS BEING DESCRIBED AND LOCATED AS FOLLOWS: BEGIN ON THE N LINE OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 THENCE RUN S 13 DEGREES 58'00" E, A DISTANCE OF 912.54 FEET TO STATION 64+ 90. 00; THENCE CONTINUE S 13 DEGREES 58'00" E, A DISTANCE OF 320 FEET TO STATION 61 +70.00; THENCE CONTINUE S 13 DEGREES 58'00"E, A DISTANCE OF 100 FEET.

CONTAINING 48,640 SQ. FT. (1.199 ACRES), MORE OR LESS, EXCLUSIVE OF ROAD RIGHT OF WAY.

### PARCEL 2:

BEGINNING 1044.05 FEET N OF THE SE CORNER OF SW 1/4 OF SW 1/4 SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN N 85 DEGREES 58' W TO RIGHT-OF-WAY OF HIGHWAY; THENCE NWLY ALONG SAID RIGHT-OF-WAY TO N LINE OF SAID SW 1/4 OF SW 1/4, THENCE E TO NE CORNER OF SAID SW 1/4 OF SW 1/4, THENCE S TO POINT OF BEGINNING.







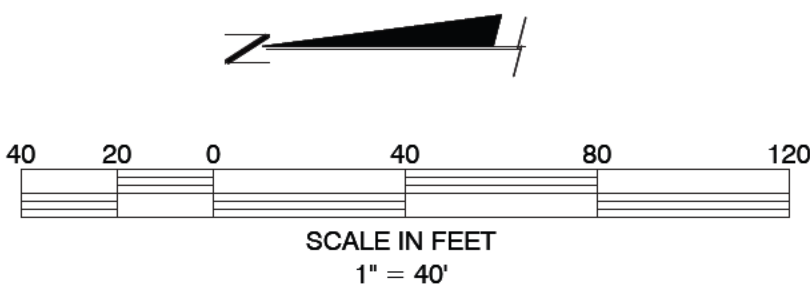
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[REDACTED]

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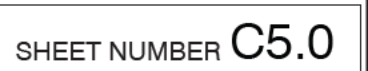


**CFB**

CLYMER  
FARNER  
BARLEY

CLYMER FARNER BARLEY, Inc.

|            |                 |
|------------|-----------------|
| SAVE DATE  | 7/8/2026        |
| DRAWN BY   | JW              |
| CHECKED BY | SMC             |
| PROJECT #  | EP2025.04206    |
| FILE NAME  | 06- MCC GRADING |







**To:** Joyce Heffington, AICP, Minneola CRA Administrator  
**From:** Eric Raasch, AICP, Inspire Project Manager  
**CC:** Gabriela Castro, AICP  
**Date:** August 25, 2026  
**Reference:** Minneola Commerce Center Future Land Use Map Amendment, PUD, and DA Amendment

We have conducted a review of the proposed Future Land Use Map (FLUM), Planned Unit Development rezoning and Development Agreement amendments for the above-referenced project. The site, located within the Minneola city boundaries and consisting of two parcels identified by Parcel Nos. 06-22-26-0003-000-06300 and 06-22-26-0003-000-04700, has an approximate area of 12.42 acres according to Lake County Property Appraiser data.

The request considered here is to amend the subject property's FLUM designation from PD-Commercial to PD-Industrial, and to amend the terms of the Development Agreement dated October 18, 2018, including PD standards. The new agreement is a substantive change to the previous development framework. The proposal shifts the project toward a shallow-bay industrial/flex-commercial development, substantially expands the use framework, changes the architectural character, modifies development standards, adds/redefines property, and extends the agreement term from 10 to 30 years. The proposal also incorporates a 1.199-acre FDOT parcel into the defined "Property", while the parcel remains publicly owned and outside the City limits. The applicant has expressed an intent to request annexation of the parcel. However, an annexation application has not been submitted at the time of this staff report.

## Planning

### General Comments

1. Staff has not received an annexation request for the FDOT pond. *Inspire recommends that any action taken be contingent on annexation of the FDOT pond parcel into the City.*
2. No Environmental Assessment or Traffic Impact Analysis was provided with this request. However, a listed species survey and FDOT driveway connection TIA were submitted with the associated Site Plan. *Please note that these studies will be considered and reviewed as part of the FLUM / PUD rezoning application.*
3. Please reconcile data across all applications or provide clarification, including:

- a. The application states that the site size is 14.96 acres, but the Property Appraiser records for the two parcels indicate a combined acreage of 12.42 acres. The survey submitted with the application package does not provide confirmation of the covered acreage.
- b. The application indicates the existing FLU designation as being PD-Commercial, which appears to be consistent with the most current version of the Future Land Use Map. However, the Development Agreement dated October 18, 2018, calls the designation of the property "Grassy Lake Holdings Mixed Use Commercial Development." *Please update the DA.*
- c. The proposed Development Agreement includes a legal description that encompasses the 1.191-FDOT parcel, but the legal description provided on the topographic survey by Allen & Company dated 3/14/25 does not. *Please reconcile for consistency.*

## Development Agreement

1. The recitals refer to approximately 13.32 acres within the city limits, but the first 2018 agreement covered approximately 12.31 acres, not 13.32. *Please clarify/reconcile the difference.*
2. The DA is silent on the amount of square footage proposed for the project. *Please add the amount of proposed square feet by use.*
3. The new agreement expressly amends certain provisions of the original development agreement "while ratifying and affirming all remaining terms and conditions." However, the Conditions-precedent section has been removed entirely, rather than updated. The new agreement states that the owner has filed applications for annexation, rezoning, and comprehensive plan amendment for an adjoining 1.191-acre FDOT-owned parcel in unincorporated Lake County, and that the owner has "full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of the proposed agreement without submitting an annexation application at this time. The applicant has submitted a warranty deed as providing evidence of ownership or authority, but it is unclear whether this includes the 1.191-acre parcel. *Please submit additional documentation or clarify that the proposed agreement establishes only a future development framework without granting any development rights prior to acquisition and completion of the required annexation, comprehensive plan amendment, and rezoning.* [NOTE: This is *not* a legal opinion; Inspire defers to the City Attorney's Office.]
4. The new agreement appears to retain the B-1/PD framework language but makes development subject to a new Land Use Plan and amended use/standards provisions; overall character is described as shallow-bay industrial and flex commercial. The Land Use Plan exhibit was not included as an exhibit to the DA document, but it is part of the overall application package. *We observe that the graphic (which appears to be from the 2018 approval, relabeled as "Minneola Commerce Center" and renumbered as Sheet "LUP-01") is annotated to show the proposed zoning to be "I-1 & B-1 with PD" under the Project Description, but only "I-1" in the Notes section, so please clarify the proposed zoning.*



5. The new agreement includes broad categories covering light industrial, warehousing, logistics, distribution, fulfillment, flex-space, manufacturing, wholesale, construction/contractor, R&D, office, showroom and service-commercial uses, plus specified NAICS sectors. Notably, the amendment permits all uses within Sectors 31–33, including food, beverage, textile, wood, printing, chemical, plastics/rubber, mineral products, fabricated metal, machinery, electronics, transportation equipment, furniture, medical devices and miscellaneous manufacturing. Specifically, the blanket authorization of NAICS Sectors 31–33 appears broader than the stated “shallow-bay industrial and flex commercial” character and includes uses with substantially different potential impacts, while relying primarily on visual screening doesn't address potential noise, odor, truck activity, vibration, or other operational impacts. *Inspire recommends limiting permitted manufacturing to enclosed, low-impact/light manufacturing and establishing performance standards; or shift to conditional review for the higher-intensity / higher-impact manufacturing uses.*
6. The new list of conditional uses focuses on commercial recreation, day care, gun range, kennel/pet care, laboratories/R&D, motor vehicle sales/repair, nurseries/home-building materials, shopping center, veterinary and similar uses. *Please confirm the status of previous commercial uses such as restaurants, hotels, drive-throughs, and residential-care which are no longer expressly identified and may not be covered by the similarity clause.*
7. The new agreement retains 50-ft height and 20% open space but removes the explicit 90% ISR cap. However, the Land Use Plan retains the 90% ISR cap. *Please clarify the proposed ISR.*
8. **Section 5(i)** of the proposed DA addresses setbacks. The applicant is proposing setbacks of 30’ on the north, 30’ on the east, 10’ on the south and 50’ on the west. These setbacks are generally consistent with the setbacks required in the City’s most comparable I-1 District. *Informational comment only. No response required.*
9. **Section 5(ii)** of the proposed DA addresses landscape buffers. **Sec. 110-3(b)(Chart A-1)** outlines buffer area requirements by use. Per the chart, PUD buffering is to be reviewed individually with each application. The applicant is proposing I-1 uses and the adjacent properties are zoned B-1 (north), B-1 and Lake County A (east), Lake County CFD (south), and B-1, Utilities, Lake County C-2 (west across US 27 ROW). Based on these designations, the site would warrant a Class C buffer (30’) on the north, a Class C buffer (30’) on the east, a Class D buffer (30’) to the south, and a Class C buffer (30’) to the west. The applicant is proposing a 0’ buffer on the north (due to an access easement), a 10’ buffer on the east, a 10’ buffer on the south, and a 10’ buffer on the west. *Inspire recommends increasing these buffers due to the increased intensity of the proposed uses.*
10. **Section 5(iii)** of the proposed DA addresses building height. The applicant is proposing a maximum building height of 50’, which exceeds the maximum height of 35’ feet for I-1 zoned property. While not prohibited, this information will be presented to City Council for review. *Informational comment only. No response required.*

11. **Section 5(v)** of the proposed DA addresses quantity of off-street parking. **LDC Sec. 122-35(b)(4)** outlines the City's minimum parking requirements. The applicant is proposing parking at a ratio of 1 parking space per 1,000 square feet of gross floor area. Due to the number of proposed permitted uses, the extent that this ratio deviates from code is unknown. For example, the City's parking requirement for manufacturing is 1 parking space per 600 SF of floor area dedicated to manufacturing, please the required parking square footage devoted to other uses (i.e. office). The applicant's request also includes all B-1 uses, some of which have significantly higher parking requirements than 1 space per 1,000 SF. For example, restaurants require 1 space per 2 seats, plus one space per 2 employees. *Inspire recommends reducing the amount of requested uses and providing a parking study to justify the requested reduction.*
12. **Section 5(v)** of the proposed DA addresses the maximum number of parking spaces between landscape islands. **LDC Sec. 110-3(a)(1)** states that the maximum number of uninterrupted spaces between landscaping areas is eight. The applicant is proposing 20 spaces between landscape islands. *Inspire recommends revising the agreement to reduce the number of spaces between landscape islands to a maximum of eight.*
13. **Section 5(v)** of the proposed DA addresses parking space sizing. **LDC Sec. 122-39(b)** states the minimum parking space size within the City. Standard parking spaces shall be 20' long. The applicant is proposing a minimum parking space depth of 17', provided an adjacent sidewalk or pedestrian area of sufficient width is provided to accommodate vehicle overhang. *Inspire recommends compliance with the City's standard parking space requirements, and notes that pedestrian areas should remain unobstructed from vehicles.*
14. **Section 6(i)** of the proposed DA includes building materials. The change in architectural character is appropriate to the proposed industrial/flex use; however, the revised standards provide limited direction regarding building massing, façade articulation and architectural quality. Please note that all architectural treatments will need to comply with **LDC Sec. 94-4**. *Informational comment only. No response required.*
15. **Section 6(iii)** of the proposed DA requests the use of a TPO roof for this project. Per the **LDC Sec. 94-4(f)(9)c.4** tile or metal shall be the dominant roof material. This deviation will be presented to City Council. *Informational comment only. No response required.*
16. **Section 16** of the proposed DA requests the ability to permit grading changes of 16' in lieu of 15'. This deviation will be presented to City Council. *Informational comment only. No response required.*

## Comprehensive Plan

1. **FLU Policies 1-1.1.3 and 1-1.1.4** include compatibility standards for residential and non-residential development. *Please provide a narrative that addresses how the proposed FLUM is consistent with the City's Comprehensive Plan policies and compatible with the surrounding land uses.*

2. **FLU Policy 1-1.7.1** requires land use activities to occur on soil types capable of supporting the structures and facilities proposed to be placed on them, Table 1-1 stipulates which land uses are deemed suitable or unsuitable for each soil type. *Please provide a soils map with the proposed land uses to demonstrate compliance with FLU Policy 1-1.7.1.*
3. **FLU Policy 1-3.1.2** requires proposed amendments to the comprehensive plan to demonstrate that all facilities and service capacities are currently available or shall be available after the implementation of scheduled capital improvements, to meet general needs of the proposed land use. *Please provide a public facilities analysis.*
4. **CONS Policy 5-1.3.1** provides standards for maximum impervious surface area by use. *Please provide additional detail regarding proposed uses for the project and demonstrate compliance with the maximum ISR consistent with CONS Policy 5-1.3.1.*

## Public Works

1. No comments. Defer to Planning Division.

## Fire

1. No comments.

## Lake County

1. Pending response.

## Engineering

1. Pending response.

FIDELITY NATIONAL TITLE GROUP  
200 W FORSYTH STREET  
STE 1710  
JACKSONVILLE FL 32202



This Instrument Prepared By:  
G. Alan Howard, Esq.  
Milam Howard Nicandri Dees & Gillam, P.A.  
14 East Bay Street  
Jacksonville, FL 32202

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made as of the 29th day of December, 2014, by and between **Hanmi Bank, fka United Central Bank**, ("Grantor"), and **Grassy Lake Holdings, LLC**, a Florida limited liability company, having a mailing address of 389 Broadway Avenue, Orlando, Florida 32803 ("Grantee").

**WITNESSETH:**

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts, and trustees)

**Witnesseth**, that Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms to the Grantee, that certain real property, situate, lying, and being in **Lake County, Florida**, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Property"), subject to the matters set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

**Together** with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

**Grantor** certifies that the property described herein is not its constitutional homestead.

**To Have and to Hold**, the same in fee simple forever.

**And**, except for the matters set forth on Exhibit "B" attached hereto, Grantor hereby covenants with Grantee that the Property is free from encumbrances made by Grantor and that Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.



IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESSES:

Michael A. Reeves  
Print Name: Michael A. Reeves

Alvin Pedesclaux  
Print Name: Alvin Pedesclaux

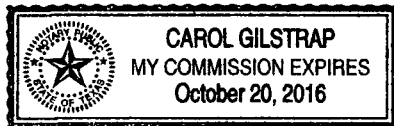
HANMI BANK, *fka* UNITED CENTRAL BANK

By: Kay Miller  
Kay Miller  
Chief Special Assets Officer

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December, 2014 by Kay Miller, as Chief Special Assets Officer of Hanmi Bank, *fka* United Central Bank, who is [☒] personally known to me or [☐] who produced \_\_\_\_\_ as identification.

[SEAL]



Carol Gilstrap  
Print Name: Carol Gilstrap  
Notary Public, State of TEXAS  
Commission No.: \_\_\_\_\_  
My Commission Expires: 10-20-2016

**EXHIBIT A****LEGAL DESCRIPTION**

Parcel 1: That portion of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 6, Township 22 South, Range 26 East, Lake County, Florida lying East of the Easterly line of the right-of-way of State Road No. 25 (U.S. Highway No. 27), less and except the North 570 feet thereof and the Department of Transportation's Water Retention Area.

The above property is also described as follows:

Begin at the Southeast corner of the NW  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 6, Township 22 South, Range 26 East, Lake County, Florida, thence N. 00 degrees 09'20" E. along the East boundary of the said NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , a distance of 751.72 feet to the South boundary of the North 570 feet of the said NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , thence N. 89 degrees 50'01" W. along the said South boundary, 704.47 feet to the Easterly right-of-way line of State Road No. 25 (U.S. Highway No. 27), thence S. 14 degrees 00'27" E. along said Easterly right-of-way line 307.47 feet to the Northwestern corner of the Department of Transportation's Water Retention Area, thence N. 75 degrees 59'33" E. 152 feet to the Northeast corner of said retention area, thence S. 14 degrees 00'27" E. 320 feet to the Southeast corner of said retention area, thence S. 75 degrees 59'33" W. 152.00 feet to the aforesaid Easterly right-of-way line of State Road No. 25, thence S. 14 degrees 00'27" E. along the said right-of-way line 146.26 feet to the South boundary of the aforesaid NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 6, thence S. 89 degrees 39'42" E. along the said South boundary, 515.16 feet to the point of beginning.

The Department of Transportation's Water Retention Area which is not included herein is described as follows: That part of: "The South 12.7 acres lying E of the County Road, in the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 6, Township 22 South, Range 26 East", lying in Lake County, Florida lying within 220 feet E of the Survey line of State Road 25, Section 11200; S of Station 64+90.00 and N. of Station 61+70.00 said survey line and said Stations being described and located as follows: Begin on the N line of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 6, T22S, R26E, at a point 405.38 feet E of the NW corner of said NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  thence run S 13 degrees 58'00" E, a distance of 912.54 feet to Station 64+90.00; thence continue S 13 degrees 58'00" E, a distance of 320 feet to Station 61+70.00; thence continue S 13 degrees 58'00" E, a distance of 100 feet. Containing 48.640 sq. ft. (1.199 acres), more or less, exclusive of road right of way.

Parcel 2: Beginning 1044.05 feet N of SE corner of SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , Section 6, Township 22 South, Range 26 East, run N 85 degrees 58' W to right-of-way of highway; thence NWly along said right-of-way to N line of said SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , thence E to NE corner of said SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , thence S to Point of Beginning.

**EXHIBIT B****PERMITTED ENCUMBRANCES**

1. The lien of taxes and assessments for the year 2014 and subsequent years.
2. The Easement for ingress and egress reserved in instrument recorded in Official Records Book 1813, page 531 (Parcel 1).
3. The Lease Agreement between J.B.'s of Central Florida, Inc. and POA Acquisition Corporation dated February 11, 1993 and the addendum thereto, as extended on a year-to-year basis.
4. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Property.
5. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
6. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
7. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.



**To:** Joyce Heffington, AICP, Minneola CRA Administrator

**From:** Eric Raasch, AICP, Inspire Project Manager

**CC:** Gabriela Castro, AICP

**Date:** September 1, 2026

**Reference:** Minneola Commerce Center Traffic Study Review

MAPS has conducted a review of the Access Connection Permit Traffic Study Report for Greenberg Gibbons Light Industrial, dated July 2025, and prepared by Luke Transportation Engineering Consultants. The TIA should follow the methodology/guidelines defined in the Lake-Sumter MPO Traffic Impact Study Methodology and Guidelines (2022). Below are the comments regarding the TIA Report.

1. Background traffic from approved developments in the area or based on historical traffic growth should be applied up to the build-out period. The additional background traffic should be incorporated into the future traffic analysis.
2. Summarize planned improvements in the area up to the buildout year. Reference the Lake-Sumter Metropolitan Planning Organization (LSMPO) Transportation Improvement Program (TIP) and the Florida Department of Transportation (FDOT) 5-year Work Program. An improvement should be considered "programmed" for construction if construction funding is identified with the first 3 years of the Work Program/TIP.
3. Assess which roadways within and outside the one-mile radius are impacted by five percent (5%) of the project's peak hour trips compared to the roadway's two-way peak hour generalized service volume based on the adopted LOS and committed number of lanes as listed in the Lake County CMP Database. This analysis will determine the extent of the study area and if any additional intersections should be analyzed.
4. Include the traffic control timing sheets for the intersection of Citrus Grove Rd and US 27 in the Appendix.





**To:** GGW Flex Holdings, LLC  
**From:** Eric Raasch, AICP, Inspire Project Manager  
**CC:** Joyce Heffington, AICP; Tom Grimms, AICP; Gabriela Castro, AICP  
**Date:** August 26, 2026  
**Reference:** Minneola Commerce Center US N 27 (Inspire Case #240b)

We have conducted a third review of the **Site Plan** for the above-referenced project. This project is located in the PUD-C zoning district and Planned Unit Development Commercial Future Land Use category. The proposed Project ±13.4-acre development site will consist of 120,000 square feet (SF) of light industrial space in two buildings (76,250 SF and 43,750 SF). The applicant is also proposing a Future Land Use Map (FLUM) amendment and rezoning to PUD – Industrial with an associated updated Development Agreement that will determine the standards for review of this SP application. No site visit was conducted. The following review is based on the applicant’s letter of response to staff comments, dated July 14, 2026.

## Planning

### General Comments

1. This application relies on the annexation of the FDOT stormwater pond within the U.S. 27 right-of-way. No application for annexation has been received at this time. *Inspire recommends that any recommendation on this SP application be contingent on the annexation.*
2. A portion of the subject property is owned by FDOT. *Please submit authorization from FDOT for this SP request.*
3. The applicant has submitted a proposed Development Agreement establishing revised land use, development, and site design standards for the property. The Development Agreement is currently under review and has not yet been approved. The Development Agreement and site plan applications may be processed concurrently; however, the current site plan cannot be approved based on standards contained in the proposed Agreement until the Agreement and all applicable associated entitlements become effective. *Inspire recommends that any approval of this Site Plan be contingent on the approval of the Development Agreement containing the standards that support the proposed site design. Any changes to the terms of the DA will require additional revisions and review of this SP.*

4. In response to a previous Inspire comment pointing to the absence of required concurrent applications, the applicant separately submitted a Future Land Use Map amendment and PD modification application. Inspire has reviewed these applications, together with the draft Development Agreement included in the resubmittal. Comments have been provided separately. *The applications may be processed concurrently, but Inspire defers to the City Attorney's Office on application sequencing.*
5. The total number of bays is not listed. It appears that Commerce Center 1 has 17 entryways and Commerce Center 2 has 10 entryways leading to the conclusion that the maximum possible bays is 17. *Please list the total number of bays on Sheet C3. This number will also be used as the maximum number of tenants.*
6. The applicant has acknowledged that a permit from FWC will be required. *Informational comment. No response is necessary.*
7. No sign package was provided with the second resubmittal. Directional and regulatory sign types and locations are noted on Sheet C3 of the first resubmittal. The applicant states that a complete sign package will be submitted with the building permits. However, Sec. 122.42(3)b.9. also requires "photographs or sketches of proposed signage with dimensions and material type" for site development approval. *Please provide the conceptual signage package for this project.*

## CHAPTER 94, Development Standards

8. **Section 94-4(f)(6)** requires a minimum of three building design treatments. The applicant states that architectural features are part of the building permit submittal, while building elevations are included with the draft DA. It should be noted that building elevations were submitted with the first resubmittal, not with the draft DA. The submitted elevations do not appear to include any of the listed building design treatments. *Please refer to the options in this section and list or show the proposed design elements on the architectural plans.*
9. **Section 94-4(f)(7)b.** states that blank wall areas shall not exceed ten feet in the vertical direction, nor 20 feet in the horizontal direction of any primary facade. The applicant states that architectural features are part of the building permit submittal, while building elevations are included with the draft DA. It should be noted that building elevations were submitted with the first resubmittal, not with the draft DA. *Please provide dimensions for the blank wall area and reduce the area to comply if needed.*
10. **Section 94-4(f)(9)** requires variation in rooflines. **Subsection (9)b** states that at a minimum of two locations, the roof edge and/or parapet shall have a vertical change from the dominant roof condition, a minimum of two feet. At least one such change shall be located on a primary facade adjacent to a collector or arterial right-of-way. In response, the applicant states that architectural features are part of the building permit submittal, while building elevations are included with the draft DA. It should be noted that building elevations were submitted with the

first resubmittal, not with the draft DA. Additionally, the roofline appears to lack a height variation. *Please review the roof requirements and revise elevation plans to show height variation.*

11. **Section 94-4(f)(9)c** states that parapets shall be used to conceal roof top equipment and flat roofs. The applicant has provided a line-of-sight diagram showing a 2-ft parapet. However, the Architectural Package previously submitted has not been updated to include this diagram. *Please revise the schematic elevations to incorporate the proposed parapet around the roofline and the provided diagram.*

## CHAPTER 110, Landscaping and Tree Protection

12. The applicant states that the landscape buffers were approved on the existing PUD. However, the applicant is in the process of amending the existing PUD to add more intense uses, which have historically necessitated larger buffers based on the City's code. *Please review Inspire's comments on the associated DA amendment regarding landscape buffer widths and revise as needed.*
13. **Section 110-7(a)** states that irrigation shall meet or exceed the criteria for the Florida Water Star certification program. The irrigation plan does not include Florida Water Star certification or applicable irrigation zones Sheet IR100 Note #5 states, "All zones to be low volume drip and bubbler zones". *Please provide a statement on the irrigation plan to state that it will comply with the Florida Water Star certification program and please include applicable irrigation zones on this plan.*

## CHAPTER 122, Site Development

14. **Section 122-35** lists the required amount of off-street parking per use. Sheet C3 states that parking is provided at a rate of 1 space per 1,000 SF. It is unclear as to which use in the tables listed in this section was used to reach this rate. *Please define the uses being proposed and provide minimum parking spaces required.*
15. **Section 122-39(c)(2)a.** states that a standard parking space is 10' by 20' and Section 122-39(c)(2) states that reduced width and length may be acceptable if increased landscape and grass areas are included. Spaces have been revised to a size of 10' by 18', not 10' by 20' which are required. The applicant has provided 7' sidewalks instead of increased landscape area. *Inspire recommends providing the required 20' depth, as the current code only allows for reductions based on landscape areas, not pedestrian areas.*

## Development Agreement

16. **Section 5** states the approved architectural design and colors. This section states that colors shall be earth tones and natural colors. The proposed color scheme is gray. The applicant states that architectural features are part of the building permit submittal and building

elevations are included in the draft DA. It should be noted that building elevations were submitted with the first resubmittal, not with the draft DA. *Please note that the proposed DA will need to be approved to support the proposed building colors.*

17. The land use plan exhibit states that mediterranean / Florida vernacular architecture shall be used. *Please note that the proposed DA will need to be approved to support the proposed building colors.*

## Public Works

1. Comments pending.

## Engineering

1. **Informational Comment, No Response Required.** The applicant is cautioned that the issuance of City approval does not relieve them of their responsibility from obtaining all other required regulatory approvals and permits. Other permits may include but are not limited to the following:

FDEP NPDES Construction

St. Johns River Water Management District (SJRWMD) ERP

USFW Permit

FDEP Water

FDEP Sewer

FDOT Driveway Connection

FDOT Right of Way Utilization

2. **Comment Resolved.** The Geotech report provided does not appear to provide recovery analysis parameters such as horizontal conductivity (Kh) and vertical infiltration rate (Iv), safety factors, etc. It is unclear where the design values originate in the stormwater report.

*Applicant provided a revised Geotech report which includes the requested recovery analysis parameters.*

3. **Deferred to Planning.** Overall zoning and land use requirements, allotted uses, recreational areas, setbacks, open space, densities, pedestrian access and trail requirements, roadway connection requirements, right-of-way dedication requirements, development agreement criteria, and all other overall approval criteria are deferred to Planning and City Attorney as applicable.
4. Parking spaces must be at minimum 10ft wide and 20ft long as described in LDC 122-35, except where two feet of grassed overhang is provided, in which case the length may be reduced to 18ft.

*Applicant has widened parking spaces to 10ft. They responded that "Their lengths are 18' since the adjacent monolithic sidewalks are 7' to account for 2' of overhang." Per LDC 122-39 (c)(2)b,*

*reduced length is only acceptable if two feet of grassy overhang is provided. The applicant responds that additional landscaping above code minimum has been provided adjacent to the proposed building. It is unclear if variance is requested for the parking space dimensions.*

5. Public to private demarcation on the utility plan is recommended. The 12 inch potable water main adjacent to US 27 is understood to be public. The internal water main, fire line, lift station, and 2-inch force main is understood to be privately owned, operated, and maintained.
  - a. **Comment Resolved.** *Applicant has added a callout on Detail A, Utility Plan Sheet C4.1, depicting the beginning of privately owned potable and fire lines. Ownership of the 2-inch force main is not identified.*

*Applicant has also added a callout detailing private ownership of force main, and increased the force main size from 2" to 3" on sheet C4.1.*

- b. **Comment Resolved.** *It is unclear if the lift station is to be public or private. Additional comment may be generated upon clarification.*

*Applicant has added a callout and note detailing private ownership of lift station on sheet C4.1.*

6. **Comment Resolved.** Note #3 on sheet C4.1 references the Gibson Place Utilities Department.
7. **Comment Resolved.** Material of proposed pipes (water, sewer, fire) not shown on utility plan.

*The applicant has identified the 3-inch force main as HDPE on sheet C4.1. The 3-inch force main is identified as privately owned.*

8. **Comment Resolved.** Utility calculations (water, sewer) were not provided.

*Applicant has added utility calculations to sheet C4.1. Lift station calculations were provided. However, the standby diesel pump curves were not included. In addition, a standby diesel pump is provided on the City standard detail on C10.0, however, it is not shown in the site specific plan view on C10.0. Clarification on if the lift station is to be public or privately owned, operated, and maintained is required.*

*Applicant has responded that because the lift station is privately owned, operated, and maintained, a standby diesel generator is not required.*

9. **Defer to Fire Chief.** Fire flow calculations were not provided.

*Applicant has included fire flow calculations, added a hydrant, and moved two hydrants away from loading zones. Defer fire flow approval and fire hydrant spacing to Fire Chief.*

10. **Comment Resolved.** Tie in locations for water and sewer should be called out on the utility plan.

*Applicant has added utility tie in callouts to sheet C4.1.*



11. Additional north-south and east-west cross sections should be provided to verify site grading, proposed slopes, cut/fill, and other design elements.

*Applicant has added additional north-south and east-west cross sections as requested, however, 3:1 grading is shown. Grading shall not exceed 4:1 per LDC 122-85 (d)(5). **It is unclear if the project PUD allows for 3:1 grading. Clarification required.***

12. **Comment Resolved.** Child prevention grates required on mitered end sections.

*Applicant has added child prevention grate call out and detail to sheets C6.0 and C8.0.*

13. **Comment Resolved.** The 12-inch public potable pipe should be ductile iron under roadway crossings.

Applicant has responded "Call outs added to Utility Plan; see sheet C4.1.", but Ductile Iron Pipe does not appear to be called out under paved areas.

*Applicant has called out DIP water main underneath the north entrance, and directionally drilled HDPE underneath the south entrance. A directional drill profile has been added on sheet C4.2.*

14. **Comment Resolved.** Finished floor elevations of buildings not provided on grading plan.

Finished floor elevations have been added to sheet C5.0.

15. Gopher tortoise observed on site. Mitigation required before construction on site begins.

*Applicant responded that "mitigation will be coordinated prior to construction." Defer to Planning and Certification of Occupancy (C.O.) process.*

16. **Defer to Planning.** 8 parking spaces maximum without island, per LDC 110-3.

*Applicant responded "Please see note 1 on existing PD. It states the maximum number of spaces between islands is 20." Defer to Planning.*

17. **Comment Resolved.** Missing a 12x8" reducer on the Potable water line in Detail A of sheet C4.1

Applicant has added the 12x8" reducer on sheet C4.1.

18. **Defer to Public Works.** The applicant has provided a 15-foot utility easement along US 27. The city typically requests a 20-foot utility easement along US 27. Discussion recommended.

*Applicant has responded "The easement width was discussed with public works and engineering. Due to the property constraints and by purchasing the FDOT pond, which currently cannot be granted an easement, we agreed 15' is sufficient."*

19. **Deferred to Traffic Consultant.** Defer traffic study review to Traffic Consultant.

20. **New Comment.** The applicant proposes a directional drill of the potable water line under the project driveway. Per previous DRC meeting, this was per FDOT requirements. FDOT rationale for the HDD is unclear. The HDD depth is 18'+ deep. The proposed utility easement is 15' wide. It is unclear how the City would access the line in the future if required. Discussion warranted.

## **Fire**

1. Approved.

## **Lake County**

1. Comments pending.



**To:** Joyce Heffington, AICP, Minneola CRA Administrator  
**From:** Eric Raasch, AICP, Inspire Project Manager  
**CC:** Gabriela Castro, AICP  
**Date:** August 25, 2026  
**Reference:** Minneola Commerce Center Future Land Use Map Amendment, PUD, and DA Amendment

We have conducted a review of the proposed Future Land Use Map (FLUM), Planned Unit Development rezoning and Development Agreement amendments for the above-referenced project. The site, located within the Minneola city boundaries and consisting of two parcels identified by Parcel Nos. 06-22-26-0003-000-06300 and 06-22-26-0003-000-04700, has an approximate area of 12.42 acres according to Lake County Property Appraiser data.

The request considered here is to amend the subject property's FLUM designation from PD-Commercial to PD-Industrial, and to amend the terms of the Development Agreement dated October 18, 2018, including PD standards. The new agreement is a substantive change to the previous development framework. The proposal shifts the project toward a shallow-bay industrial/flex-commercial development, substantially expands the use framework, changes the architectural character, modifies development standards, adds/redefines property, and extends the agreement term from 10 to 30 years. The proposal also incorporates a 1.199-acre FDOT parcel into the defined "Property", while the parcel remains publicly owned and outside the City limits. The applicant has expressed an intent to request annexation of the parcel. However, an annexation application has not been submitted at the time of this staff report.

## Planning

### General Comments

1. Staff has not received an annexation request for the FDOT pond. *Inspire recommends that any action taken be contingent on annexation of the FDOT pond parcel into the City.*
2. No Environmental Assessment or Traffic Impact Analysis was provided with this request. However, a listed species survey and FDOT driveway connection TIA were submitted with the associated Site Plan. *Please note that these studies will be considered and reviewed as part of the FLUM / PUD rezoning application.*
3. Please reconcile data across all applications or provide clarification, including:

- a. The application states that the site size is 14.96 acres, but the Property Appraiser records for the two parcels indicate a combined acreage of 12.42 acres. The survey submitted with the application package does not provide confirmation of the covered acreage.
- b. The application indicates the existing FLU designation as being PD-Commercial, which appears to be consistent with the most current version of the Future Land Use Map. However, the Development Agreement dated October 18, 2018, calls the designation of the property "Grassy Lake Holdings Mixed Use Commercial Development." *Please update the DA.*
- c. The proposed Development Agreement includes a legal description that encompasses the 1.191-FDOT parcel, but the legal description provided on the topographic survey by Allen & Company dated 3/14/25 does not. *Please reconcile for consistency.*

## Development Agreement

1. The recitals refer to approximately 13.32 acres within the city limits, but the first 2018 agreement covered approximately 12.31 acres, not 13.32. *Please clarify/reconcile the difference.*
2. The DA is silent on the amount of square footage proposed for the project. *Please add the amount of proposed square feet by use.*
3. The new agreement expressly amends certain provisions of the original development agreement "while ratifying and affirming all remaining terms and conditions." However, the Conditions-precedent section has been removed entirely, rather than updated. The new agreement states that the owner has filed applications for annexation, rezoning, and comprehensive plan amendment for an adjoining 1.191-acre FDOT-owned parcel in unincorporated Lake County, and that the owner has "full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of the proposed agreement without submitting an annexation application at this time. The applicant has submitted a warranty deed as providing evidence of ownership or authority, but it is unclear whether this includes the 1.191-acre parcel. *Please submit additional documentation or clarify that the proposed agreement establishes only a future development framework without granting any development rights prior to acquisition and completion of the required annexation, comprehensive plan amendment, and rezoning.* [NOTE: This is *not* a legal opinion; Inspire defers to the City Attorney's Office.]
4. The new agreement appears to retain the B-1/PD framework language but makes development subject to a new Land Use Plan and amended use/standards provisions; overall character is described as shallow-bay industrial and flex commercial. The Land Use Plan exhibit was not included as an exhibit to the DA document, but it is part of the overall application package. *We observe that the graphic (which appears to be from the 2018 approval, relabeled as "Minneola Commerce Center" and renumbered as Sheet "LUP-01") is annotated to show the proposed zoning to be "I-1 & B-1 with PD" under the Project Description, but only "I-1" in the Notes section, so please clarify the proposed zoning.*

5. The new agreement includes broad categories covering light industrial, warehousing, logistics, distribution, fulfillment, flex-space, manufacturing, wholesale, construction/contractor, R&D, office, showroom and service-commercial uses, plus specified NAICS sectors. Notably, the amendment permits all uses within Sectors 31–33, including food, beverage, textile, wood, printing, chemical, plastics/rubber, mineral products, fabricated metal, machinery, electronics, transportation equipment, furniture, medical devices and miscellaneous manufacturing. Specifically, the blanket authorization of NAICS Sectors 31–33 appears broader than the stated “shallow-bay industrial and flex commercial” character and includes uses with substantially different potential impacts, while relying primarily on visual screening doesn't address potential noise, odor, truck activity, vibration, or other operational impacts. *Inspire recommends limiting permitted manufacturing to enclosed, low-impact/light manufacturing and establishing performance standards; or shift to conditional review for the higher-intensity / higher-impact manufacturing uses.*
6. The new list of conditional uses focuses on commercial recreation, day care, gun range, kennel/pet care, laboratories/R&D, motor vehicle sales/repair, nurseries/home-building materials, shopping center, veterinary and similar uses. *Please confirm the status of previous commercial uses such as restaurants, hotels, drive-throughs, and residential-care which are no longer expressly identified and may not be covered by the similarity clause.*
7. The new agreement retains 50-ft height and 20% open space but removes the explicit 90% ISR cap. However, the Land Use Plan retains the 90% ISR cap. *Please clarify the proposed ISR.*
8. **Section 5(i)** of the proposed DA addresses setbacks. The applicant is proposing setbacks of 30’ on the north, 30’ on the east, 10’ on the south and 50’ on the west. These setbacks are generally consistent with the setbacks required in the City’s most comparable I-1 District. *Informational comment only. No response required.*
9. **Section 5(ii)** of the proposed DA addresses landscape buffers. **Sec. 110-3(b)(Chart A-1)** outlines buffer area requirements by use. Per the chart, PUD buffering is to be reviewed individually with each application. The applicant is proposing I-1 uses and the adjacent properties are zoned B-1 (north), B-1 and Lake County A (east), Lake County CFD (south), and B-1, Utilities, Lake County C-2 (west across US 27 ROW). Based on these designations, the site would warrant a Class C buffer (30’) on the north, a Class C buffer (30’) on the east, a Class D buffer (30’) to the south, and a Class C buffer (30’) to the west. The applicant is proposing a 0’ buffer on the north (due to an access easement), a 10’ buffer on the east, a 10’ buffer on the south, and a 10’ buffer on the west. *Inspire recommends increasing these buffers due to the increased intensity of the proposed uses.*
10. **Section 5(iii)** of the proposed DA addresses building height. The applicant is proposing a maximum building height of 50’, which exceeds the maximum height of 35’ feet for I-1 zoned property. While not prohibited, this information will be presented to City Council for review. *Informational comment only. No response required.*



11. **Section 5(v)** of the proposed DA addresses quantity of off-street parking. **LDC Sec. 122-35(b)(4)** outlines the City's minimum parking requirements. The applicant is proposing parking at a ratio of 1 parking space per 1,000 square feet of gross floor area. Due to the number of proposed permitted uses, the extent that this ratio deviates from code is unknown. For example, the City's parking requirement for manufacturing is 1 parking space per 600 SF of floor area dedicated to manufacturing, please the required parking square footage devoted to other uses (i.e. office). The applicant's request also includes all B-1 uses, some of which have significantly higher parking requirements than 1 space per 1,000 SF. For example, restaurants require 1 space per 2 seats, plus one space per 2 employees. *Inspire recommends reducing the amount of requested uses and providing a parking study to justify the requested reduction.*
12. **Section 5(v)** of the proposed DA addresses the maximum number of parking spaces between landscape islands. **LDC Sec. 110-3(a)(1)** states that the maximum number of uninterrupted spaces between landscaping areas is eight. The applicant is proposing 20 spaces between landscape islands. *Inspire recommends revising the agreement to reduce the number of spaces between landscape islands to a maximum of eight.*
13. **Section 5(v)** of the proposed DA addresses parking space sizing. **LDC Sec. 122-39(b)** states the minimum parking space size within the City. Standard parking spaces shall be 20' long. The applicant is proposing a minimum parking space depth of 17', provided an adjacent sidewalk or pedestrian area of sufficient width is provided to accommodate vehicle overhang. *Inspire recommends compliance with the City's standard parking space requirements, and notes that pedestrian areas should remain unobstructed from vehicles.*
14. **Section 6(i)** of the proposed DA includes building materials. The change in architectural character is appropriate to the proposed industrial/flex use; however, the revised standards provide limited direction regarding building massing, façade articulation and architectural quality. Please note that all architectural treatments will need to comply with **LDC Sec. 94-4**. *Informational comment only. No response required.*
15. **Section 6(iii)** of the proposed DA requests the use of a TPO roof for this project. Per the **LDC Sec. 94-4(f)(9)c.4** tile or metal shall be the dominant roof material. This deviation will be presented to City Council. *Informational comment only. No response required.*
16. **Section 16** of the proposed DA requests the ability to permit grading changes of 16' in lieu of 15'. This deviation will be presented to City Council. *Informational comment only. No response required.*

## Comprehensive Plan

1. **FLU Policies 1-1.1.3 and 1-1.1.4** include compatibility standards for residential and non-residential development. *Please provide a narrative that addresses how the proposed FLUM is consistent with the City's Comprehensive Plan policies and compatible with the surrounding land uses.*

2. **FLU Policy 1-1.7.1** requires land use activities to occur on soil types capable of supporting the structures and facilities proposed to be placed on them, Table 1-1 stipulates which land uses are deemed suitable or unsuitable for each soil type. *Please provide a soils map with the proposed land uses to demonstrate compliance with FLU Policy 1-1.7.1.*
3. **FLU Policy 1-3.1.2** requires proposed amendments to the comprehensive plan to demonstrate that all facilities and service capacities are currently available or shall be available after the implementation of scheduled capital improvements, to meet general needs of the proposed land use. *Please provide a public facilities analysis.*
4. **CONS Policy 5-1.3.1** provides standards for maximum impervious surface area by use. *Please provide additional detail regarding proposed uses for the project and demonstrate compliance with the maximum ISR consistent with CONS Policy 5-1.3.1.*

## Public Works

1. No comments. Defer to Planning Division.

## Fire

1. No comments.

## Lake County

1. Pending response.

## Engineering

1. Pending response.

CITY OF MINNEOLA  
P.O. BOX 678  
MINNEOLA, FL 34755  
(352) 394-3598

## NOTICE OF PUBLIC HEARING

### ORDINANCE 2026-20

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, REZONING 14.52+ ACRES GENERALLY LOCATED EAST OF US HIGHWAY 27 AND SOUTH OF CITRUS GROVE ROAD FROM "COMMERCIAL-PLANNED UNIT DEVELOPMENT" (PUD-C) TO "INDUSTRIAL-PLANNED UNIT DEVELOPMENT" (PUD-I) WITHIN THE CITY OF MINNEOLA; PROVIDING FOR CONDITIONS AND CONTINGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

The City of Minneola **Planning and Zoning Commission** will make a recommendation to the City of Minneola City Council on **Monday, September 14, 2026 at 6:30 p.m.** at the Minneola City Hall located at 800 North U.S. 27, Minneola, FL.

The Minneola **City Council** will hold public hearings on the proposed rezoning on **Tuesday, September 15, 2026** and **Tuesday, October 6, 2026 at 6:30 p.m.** at the Minneola City Hall. The request is for a zoning designation change for approximately 14.52 acres generally located east of U.S. Highway 27 south of Citrus Grove Road from "Commercial-PUD" to "Industrial-PUD".

The staff report on the case shall be sent to the City Council and will be available to the general public at least five (5) days prior to the hearing on the case. The complete legal description for the property described herein by metes and bounds and a copy of the ordinance may be obtained from the City Clerk. Interested parties may appear and be heard with regard to this proposed ordinance.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

The City of Minneola Land Development Code and the proposed Ordinance are available for inspection at the City Hall, located at 800 North U.S. 27, Minneola, FL, during normal working hours 8:30 a.m. to 5 p.m.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT KRISTINE THOMPSON, CITY CLERK AT (352) 394-3598 EXT 111 AT LEAST 48 HOURS BEFORE THE DATE OF THE SCHEDULED HEARING.













| OwnerNam  | OwnerAddr | OwnerCity   | OwnerState | OwnerZip   |
|-----------|-----------|-------------|------------|------------|
| FIELDS EG | PO BOX 11 | WINTER H    | FL         | 32882-0113 |
| GRASSY L  | 5832 WOO  | BELL ISLE   | FL         | 32809      |
| OMBS LLC  | PO BOX 12 | CLERMONT    | FL         | 34712-0788 |
| OPEN DO   | 17140 US  | CLERMONT    | FL         | 34715      |
| ZAVY ENT  | 23825 INT | SORRENT     | FL         | 32776      |
| CITRUS GI | 15 CREEK  | HILLSBOR    | CA         | 94010      |
| GHULAM    | 19229 195 | THOILLIS    | NY         | 11423      |
| DOORSAM   | 17350 US  | CLERMONT    | FL         | 34715-9272 |
| FALZONE   | 17358 N   | CLERMONT    | FL         | 34715      |
| QUINN CE  | 41634 CR  | LEESBUR     | FL         | 34788      |
| VISTA GR  | 13940 ASH | MINNEOL     | FL         | 34715      |
| CLEM COM  | 10800 CL  | LEESBUR     | FL         | 34788      |
| CONGREG   | 12205 CIT | CLERMONT    | FL         | 34715      |
| SCHMIDT   | 16420 LU  | EIGROVEL    | FL         | 34736-9747 |
| LAKE CO   | 1315 W    | MAI TAVARES | FL         | 32778      |
| PROFESSI  | 1200 NET  | VEFFINGH    | IL         | 62401      |
| DE NOYEL  | 3149 SCR  | OVIEDO      | FL         | 32765      |
| SOUTH LA  | 17335 US  | CLERMONT    | FL         | 34715-9220 |
| DUKE EN   | PO BOX 37 | CHARLKIC    | NC         | 28237-7996 |
| CRA CITY  | 800 N HW  | MINNEOL     | FL         | 34715      |

CITY OF MINNEOLA  
P.O. BOX 678  
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(352) 394 3598  
NOTICE OF PUBLIC HEARING

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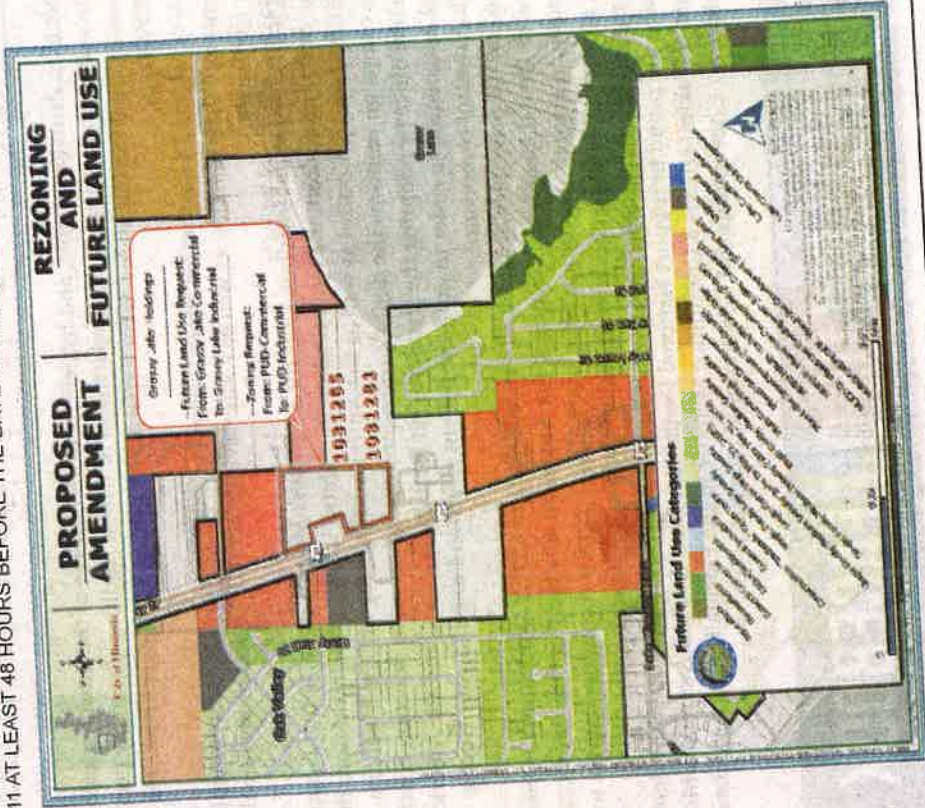
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The staff report on the case shall be sent to the City Council and will be available to the general public at least five (5) days prior to the hearing on the case. The complete legal description for the property described herein by metes and bounds and a copy of the ordinance may be obtained from the City Clerk. Interested parties may appear and be heard with regard to this proposed ordinance.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

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AFFIDAVIT OF PUBLICATION

Clermont Sun

Published Weekly

Clermont, Lake County, Florida

Case No. 2026-20

STATE OF FLORIDA  
COUNTY OF LAKE

Before the undersigned authority, Steven Dykes, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Clermont Sun, a newspaper published at Clermont in Lake County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

September 02, 2026

Affiant further says that the Clermont Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

  
Steven Dykes

Sworn to and subscribed before me this 2nd day of September 2026 by Steven Dykes, who is personally

  
Ashley N. Abear, Clerk, Notary Number: #HH211536  
Notary expires: December 27, 2025

00012418 00215704

Joyce Heffington  
CITY OF MINNEOLA  
P.O BOX 678  
MINNEOLA, FL 34755





## **AGENDA SUMMARY**

City Council Meeting  
September 15, 2026

### **Agenda Item: 9.**

**Subject Title:** Ordinance 2026-21 Grassy Lake Industrial Comp Plan Amendment -  
*First Reading*

### **Objective:**

An Ordinance of the City Council of the City of Minneola, Florida, Providing for a Textual Amendment to the City's Comprehensive Plan Amendment to Amend Policy 1-2.11.4 Entitled "Grassy Lake Holdings Commercial Development" to "Grassy Lake Holdings Industrial" Providing for a Comprehensive Plan Amendment to the City's Future Land Use Map of the City of Minneola's Comprehensive Plan From "Grassy Lake Holdings Commercial Development" to "Grassy Lake Holdings Industrial" for Approximately 14.52 Acres Generally Located East of US Highway 27 and South of Citrus Grove Road; Providing for Conditions and Contingencies; Directing the City Clerk to Transmit the Amendment to the Appropriate Governmental Agencies Pursuant to Chapter 163, Florida Statutes; Providing for Severability; Providing for an Effective Date.

### **Summary:**

Major Stacy, Owner, for Grassy Lake Holdings, requests a future land use change from "Grassy Lake Holdings Commercial Development" to "Grassy Lake Holdings Industrial" for 14.52 ± acres of property generally located east of US Highway 27 and north of Citrus Grove Road. Originally the owner was only going to change the Developer Agreement to allow office warehouse (flex space) in the B-1 zoning but now wants more industrial uses as well. Our comprehensive plan shows US Highway 27 for commercial not industrial uses.

### **Exhibits:**

1. Application
2. Ord 2026-21 Amending Comp Plan Grassy Lake Holdings - Revised 9.2.26
3. LUP 8.20.26
4. Site Plan
5. Grading Plan
6. Minneola Commerce Center FLUM RZ\_v1
7. 277 Minneola Commerce Center TIA v1
8. 240b Minn Commerce Center US N 27 SP3 v1
9. 20250038 BDY-TOPO SURVEY
10. Legal Description



11. Warranty Deed
12. Public Hearing Notice Ord 2026-21 Comp Plan
13. ADDRESSES
14. IMG\_0815
15. IMG\_0816
16. Affidavit Comp Plan

**Options:**

1. Approve the ordinance as presented.
2. Approve the ordinance subject to modifications.
3. Postpone the decision.
4. Deny approval of the ordinance.

**Fiscal Impact:**

Undetermined.

**Staff Recommendation:**

Staff recommends if approved it be on the condition the former FDOT pond is annexed in and all staff comments be addressed.



**CITY OF MINNEOLA, FLORIDA  
ZONING MAP AMENDMENT  
WITH  
COMPREHENSIVE PLAN AMENDMENT  
APPLICATION CHECKLIST**

This Checklist is based on the relevant provisions of Chapter 98-3, Rezoning, Chapter 98-4(a), Small Scale Comp Plan Amendment (10 acres or less), and Chapter 98-4(b), Large Scale Comp Plan Amendment (10.1 acres or more), of the Minneola Code of Ordinances. The Code is available at [www.municode.com](http://www.municode.com). Requirements are minimums that may be adjusted in the pre-application conference.

**Please check one:**

**40 ACRES**

- ☒ Small Scale Comp Plan Amendment ~~(10 acres or less)~~ - **\$1,350**  
☐ Large Scale Comp Plan Amendment (10.1 acres or more) - **\$2,350**

**The following information is required for all Zoning Map & Comp Plan Amendment Applications:**

- ☒ 1 – Copy of the Legal Description [could be on the survey]  
☒ 1 – Certified copy of the Warranty Deed  
☒ 1 – Copy of the signed and notarized property Owner's Authorization (if applicable)  
☒ 1 – Copy of the completed Application form with Checklist  
☒ 1 – Copy of the completed Adjacent Property Owners form -- or --  
☒ 3 – Copy of the Boundary Survey by a Florida Licensed surveyor @ 24" x 36"  
☒ 3 – Copy of the Conceptual Plan for the subject site @ 24" x 36"  
☐ 10 – Copy of the Boundary Survey by a Florida Licensed surveyor @ 24" x 36"  
☐ 10 – Copy of the Conceptual Plan for the subject site @ 24" x 36"  
☒ 1 – CD in PDF format including ALL application package text and graphics  
☒ Non-refundable fee per Amendment acreage size listed above

**The Conceptual Plan will include: GOEM. PLAN & GRADING PLAN PROVIDED**

- ☒ a) A graphic identification of the points of entry from the adjacent road  
☒ b) The site contours – minimum 10-ft. intervals  
☒ c) A graphic depiction of the proposed density (du/acre) or intensity (FAR) by sub-area (bubble diagrams) or total square footage of all principal structures  
☒ d) A graphic identification of the existing adjacent land use on all sides  
☒ e) A graphic identification of the existing adjacent zoning on all sides of the site  
☒ f) Other requirements identified in the pre-application conference

Submit to: Planning Department, 800 N. U.S. Hwy 27, Minneola, FL 34715



**CITY OF MINNEOLA, FLORIDA  
ZONING MAP AMENDMENT  
WITH  
COMPREHENSIVE PLAN AMENDMENT  
APPLICATION CHECKLIST (continued)**

**Application Review Process**

Development Review Process (DRP)

- A pre-determined level of DRP review shall occur for every application
- The DRP will provide written comments/recommendations to the applicant and the P&Z

Planning and Zoning Commission (P&Z)

- The Planning Dept (Dept) is responsible to ensure the proper legal advertising is done in a timely manner
- The applicant is responsible to correctly post the required signs on the site in a timely manner and pursuant to the instructions provided by the Dept and to remove the signs after the approval process is completed
- The P&Z will provide written comments to the City Council

City Council

- The City Council may conduct one or more public workshops prior to initiating their formal consideration of a small scale comprehensive plan amendment application
- The Dept will advise the applicant of the next available workshop date
- Upon Council's completion of the workshop process the Dept will do an additional legal advertisement and the applicant must again post signs on the site as described above
- The City Council must conduct two public hearings regarding the proposed amendment
- The Council may defer consideration of the subject application at any time

For additional information regarding the application review process, please refer to the Minneola Code of Ordinances:

- Chapter 98-3, Rezoning,
- Chapter 98-4(a), Small Scale Comp Plan Amendment (10 acres or less),
- Chapter 98-4(b), Large Scale Comp Plan Amendment (10.1 acres or more).

The Code is available at [www.municode.com](http://www.municode.com).





**CITY OF MINNEOLA, FLORIDA  
ZONING MAP AMENDMENT  
WITH  
COMPREHENSIVE PLAN AMENDMENT  
APPLICATION**

  X   **Small Scale Comp Plan Amendment**           **Large Scale Comp Plan Amendment**  
*(Please check one Comp Plan Amendment type above)*

Applicant Name: Drew Thigpen - Pelican Industrial

Applicant Address: [REDACTED]

Applicant Phone #: 843-469-2517    Fax # or E-mail: [REDACTED]

General Location and/or Street Address: US 27 & Citrus Grove Rd

Alternate Key Number(s): 1031281 & 1031265

Owner Name: Grassy Lake Holdings

Owner Address: [REDACTED]

Owner Phone #: 407-456-1497    Fax # or E-mail: [REDACTED]

Site Area (acres or sq. ft.): 14.96

~~~~~ **EXISTING** ~~~~~

FLUM: PD-Comm    Zoning: PD

Potable Water Source: City    Sewage Disposal Method: City

Present Use & List Of Structures By Use: Homeless Encampment - Sheriff Has Authority to Access

Has this site been subject to other development applications in the last two years?

No:   Yes      If Yes, provide the type of action and date of final action:

Site Permitting - Ongoing

~~~~~ **PROPOSED** ~~~~~

FLUM: PD-Ind.    Zoning: PD

Potable Water Source: City    Sewage Disposal Method: City

Proposed Use: Light Flex Space to serve local residents

Reasons for the request: Provide a location for businesses that serve local residents needs

Adjacent Roadway Classification & LOS: US 27 LOS B (See TIA submitted w/ Site Plan)

Estimated traffic generated by the proposed project: 75 Peak PM Hour Trips





**CITY OF MINNEOLA, FLORIDA  
ZONING MAP AMENDMENT  
WITH  
COMPREHENSIVE PLAN AMENDMENT**

**CERTIFICATION**

I, the undersigned, do hereby certify that I have read the application and the relevant guidance material and understand the requirements described therein and that I will fully comply with all City, State and Federal regulations applicable to this project.

I understand that the application fee is non-refundable.

I further understand that I am responsible to reimburse the City for the actual advertising costs, mailing costs, AND the actual consultants' review fees, if any. Said fees shall be paid within 30 days of receipt of the City's invoice **OR** further processing of the application will cease until the invoice is paid in full.

**I understand that only application packages that are determined complete by the Department will be scheduled for review.**

  
\_\_\_\_\_  
Applicant Signature  
  
8/15/26  
\_\_\_\_\_  
Date

\*\*\*\*\*

*Payment Record for Office Use:*

Applicant Name: \_\_\_\_\_

Application for: \_\_\_\_\_

Amount: \_\_\_\_\_ Check #: \_\_\_\_\_

Amount: \_\_\_\_\_ Check #: \_\_\_\_\_

Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

City of Minneola  
ZONING MAP AMMENDMENT WITH  
COMPREHENSIVE PLAN AMMENDMENT

Owner's Authorization

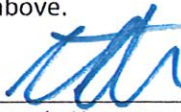
(required if the property owner is not the applicant)

STATE OF FLORIDA  
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared Drew Thigpen

who is being by me first duly sworn on oath, deposes and says:

1. That he/she is the property owner of the subject parcels in this application.
2. That he/she desires to apply for Comp plan & rezone on land generally located at:  
US 27 & Citrus Grove Road 062226000300004700 & 062226000300006300
3. That he/she has appointed Major Stacy  
to act as agent in his/her behalf to accomplish the above.

  
Owner's Signature

This is to certify that on July 18<sup>th</sup>, 20 25 before me,  
an officer duly authorized to take acknowledgements in the State and County aforesaid, personally  
appeared Major Stacy he/she is personally know to me or has produced

SEAL



Danielle L. McDougall  
Notary Public  
State of Florida  
Comm# HH592298  
Expires 10/4/2028

Danielle L. McDougall

Danielle L. McDougall

Acknowledger Name

10-04-2028

My Commission Expires

HH592298  
Serial Number

**CITY OF MINNEOLA, FLORIDA  
ZONING MAP AMENDMENT  
WITH  
COMPREHENSIVE PLAN AMENDMENT  
ADJACENT PROPERTY OWNERS**

Type a list of owner's names and mailing addresses for all properties lying within 300 feet of all sides of the property described in the attached application, as recorded on the current County tax rolls, or attach photocopies of the appropriate Property Record Cards. [not both]

| <b>Alternate Key #</b> | <b>Property Owner</b>                 | <b>Address (include zip code)</b>                 |
|------------------------|---------------------------------------|---------------------------------------------------|
| 1028965                | CITRUS GROVE ROAD HOLDINGS LLC        | 15 CREEKWOOD WAY, HILLSBOROUGH, CA 94010          |
| 3793049                | DOORSAMMY CHOONMATTIE                 | 17350 US HIGHWAY 27, CLERMONT, FL 34715-9272      |
| 3826439                | FALZONE SHERRY & TOBIAS T             | 17358 N US HIGHWAY 27, CLERMONT, FL 34715         |
| 1031265                | GRASSY LAKE HOLDINGS LLC              | 5832 WOODBINE DR, BELL ISLE, FL 32809             |
| 1061270                | VISTA GRANDE PROPERTIES               | 13940 ASHTON PARK WAY, MINNEOLA, FL 34715         |
| 1031273                | GHULAM DAYANAND & JASMA               | 9229 195TH PL, HOLLIS, NY 11423                   |
| 1066549                | OPEN DOOR BAPTIST OF CLERMONT INC     | 17140 US HIGHWAY 27, CLERMONT, FL 34715           |
| 1108942                | ZAVY ENTERPRISES LLC                  | 23825 INTEGRITY WAY, SORRENTO, FL 32776           |
| 1591881                | DE NOYELLES JOHN TRUSTEE              | 3149 SCRUB OAK TRL, OVIEDO, FL 32765              |
| 1591902                | PROFESSIONAL RESOURCE DEVELOPMENT INC | 1200 NETWORK CENTRE DR STE 2, EFFINGHAM, IL 62401 |
| 1509572                | SOUTH LAKE COUNTY LODGE #1615         | 17335 US HIGHWAY 27, CLERMONT, FL 34715-9220      |
| 1065186                | DUKE ENERGY CENTER                    | PO BOX 37996, CHARLOTTE, NC 28237-7996            |
| 1108977                | FIELDS EQUIPMENT COMPANY INC          | PO BOX 113, WINTER HAVEN, FL 32882-0113           |

Use additional pages as necessary

## **ORDINANCE 2026-21**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, AMENDING POLICY 1-2.11.4 OF THE CITY'S COMPREHENSIVE PLAN TO RENAME "GRASSY LAKE HOLDINGS COMMERCIAL DEVELOPMENT" AS "GRASSY LAKE HOLDINGS INDUSTRIAL DEVELOPMENT"; AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 13.32 ACRES GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF CITRUS GROVE ROAD FROM "GRASSY LAKE HOLDINGS COMMERCIAL DEVELOPMENT" TO "GRASSY LAKE HOLDINGS INDUSTRIAL DEVELOPMENT"; PROVIDING FOR FINDINGS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Grassy Lake Holdings, LLC (the "Owner"), has requested amendments to the text and Future Land Use Map of the City of Minneola Comprehensive Plan for approximately 13.32 acres of real property located within the City of Minneola (the "City"); and

**WHEREAS**, the required notice of the proposed comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

**WHEREAS**, the textual amendment relates directly to and is adopted simultaneously with the site-specific small-scale Future Land Use Map amendment in accordance with section 163.3187(1)(b), Florida Statutes; and

**WHEREAS**, the City Council desires to amend existing Policy 1-2.11.4 and the corresponding Future Land Use Map designation for the Property; and

**WHEREAS**, the Planning and Zoning Commission and City Council have reviewed the proposed amendment to the Comprehensive Plan and have found that the proposed amendment is consistent with the City's Comprehensive Plan; and

**WHEREAS**, the City Council finds that the amendments are internally consistent with the Comprehensive Plan and assigns the Property the future land use designation of "Grassy Lake Holdings Industrial Development."

**NOW, THEREFORE**, be it ordained by the City Council of the City of Minneola, Florida, as follows:



**Section 1.** City of Minneola Comprehensive Plan Policy 1-2.11.4, entitled “Grassy Lake Holdings Commercial Development,” is hereby amended and renamed “Grassy Lake Holdings Industrial Development,” as follows:

**Policy 1-2.11.4. Grassy Lake Holdings Industrial Development.**

This site-specific future land use designation accommodates the approximately 13.32-acre Grassy Lake Holdings project generally located east of U.S. Highway 27 and south of Citrus Grove Road. The Property may be developed with industrial uses and limited accessory commercial uses consistent with the applicable Planned Unit Development-Industrial zoning, the approved Development Agreement, and the City’s Land Development Regulations.

**Section 2.** The property consists of approximately 13.32 acres generally located east of U.S. Highway 27 and south of Citrus Grove Road and is more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”).

The Property is assigned the future land use designation of “Grassy Lake Holdings Industrial Development,” as depicted on the Future Land Use Map amendment attached hereto as **Exhibit “B”** and incorporated herein by reference.

Nothing in this Ordinance assigns a future land use designation to the approximately 1.199-acre FDOT parcel addressed in the Development Agreement. That parcel must be annexed and separately approved through the applicable comprehensive plan amendment process before any City future land use designation becomes effective for that parcel.

**Section 3.** This amendment is adopted as a small-scale development amendment pursuant to section 163.3187, Florida Statutes, and shall be subject to the review, challenge, and effective-date provisions applicable to small-scale development amendments.

**Section 4.** The City Clerk is directed to transmit this Ordinance and the supporting amendment materials to the state land planning agency and any other governmental agency as required by Chapter 163, Florida Statutes.

**Section 5.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

**Section 6.** This Ordinance shall become effective 31 days after its adoption by the City Council. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

**PASSED AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the City Council of the City of Minneola, Florida.

**CITY OF MINNEOLA**

\_\_\_\_\_  
PAM SERVISS, City Mayor

ATTEST:

\_\_\_\_\_  
KRISTINE THOMPSON, City Clerk

Passed First Reading \_\_\_\_\_

Passed Second Reading \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
SCOTT A. GERKEN, City Attorney

## Exhibit "A"

### PARCEL 1:

THAT PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA LYING EAST OF THE EASTERLY LINE OF THE RIGHT— OF— WAY OF STATE ROAD NO. 25 (U.S. HIGHWAY NO. 27), LESS AND EXCEPT THE NORTH 570 FEET THEREOF AND THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA.

THE ABOVE PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE N W 1/2 OF THE SW 1/4 OF SECTION 6, TOWNSHIP, 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THEN CE N. 00 DEGREES 09' 20" E. ALONG THE EAST BOUNDARY OF THE SAID N W 1/4 OF THE SW 1/4, A DISTANCE OF 751.72 FEET TO THE SOUTH BOUNDARY OF THE NORTH 570 FEET OF THE SAID NW 1/4 OF THE SW 1/4, THEN CE N. 89 DEGREES 50'01" W. ALONG THE SAID SOUTH BOUNDARY, 704.47 FEET TO THE EASTERLY RIGHT— OF— WAY LINE OF STATE ROAD NO. 25 (U.S. HIGHWAY NO. 27), THEN CE S. 14 DEGREES 00'27" E. ALONG SAID EASTERLY RIGHT— OF—WAY LINE 307.47 FEET TO THE NORTH EASTERLY CORNER OF THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA, THEN CE N. 75 DEGREES 59'33" E. 152 FEET TO THE NORTHEASTERLY CORNER OF SAID RETENTION AREA, THENCE S. 14 DEGREES 00' 27" E. 320 FEET TO THE SOUTHEASTERLY CORNER OF SAID RETENTION AREA, THENCE S. 75 DEGREES 59'33" W. 152.00 FEET TO THE AFORESAID EASTERLY RIGHT— OF— WAY LINE OF STATE ROAD NO. 25, THENCE S. 14 DEGREES 00'27" E. ALONG THE SAID RIGHT— OF— WAY LINE 146.26 FEET TO THE SOUTH BOUNDARY OF THE AFORESAID NW 1/4 OF THE SW 1/4 OF SECTION 6, THENCE S. 89 DEGREES, 39'42" E. ALONG THE SAID SOUTH BOUNDARY, 515.16 FEET TO THE POINT OF BEGINNING.

### PARCEL 2:

BEGINNING 1044.05 FEET N OF THE SE CORNER OF SW 1/4 OF SW 1/4 SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN N 85 DEGREES 58' W TO RIGHT-OF-WAY OF HIGHWAY; THENCE NWLY ALONG SAID RIGHT-OF-WAY TO N LINE OF SAID SW 1/4 OF SW 1/4, THENCE E TO NE CORNER OF SAID SW 1/4 OF SW 1/4, THENCE S TO POINT OF BEGINNING.

## **Exhibit "B"**

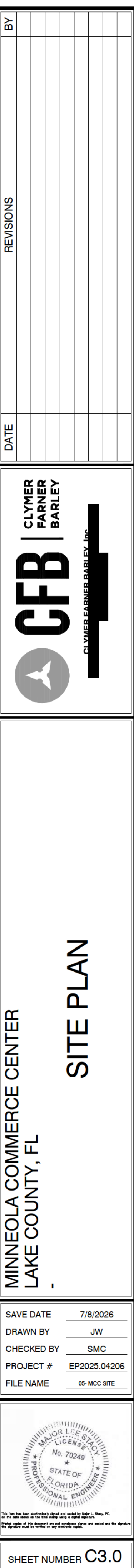






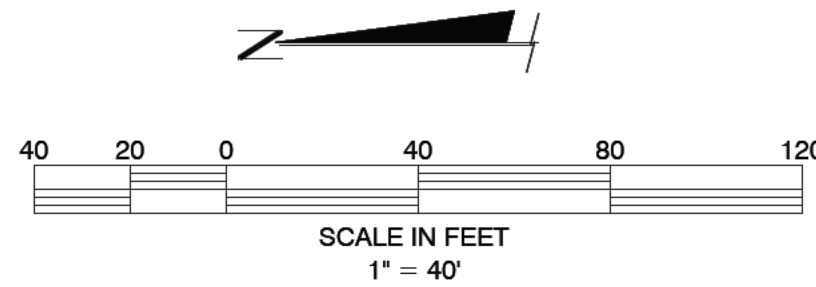
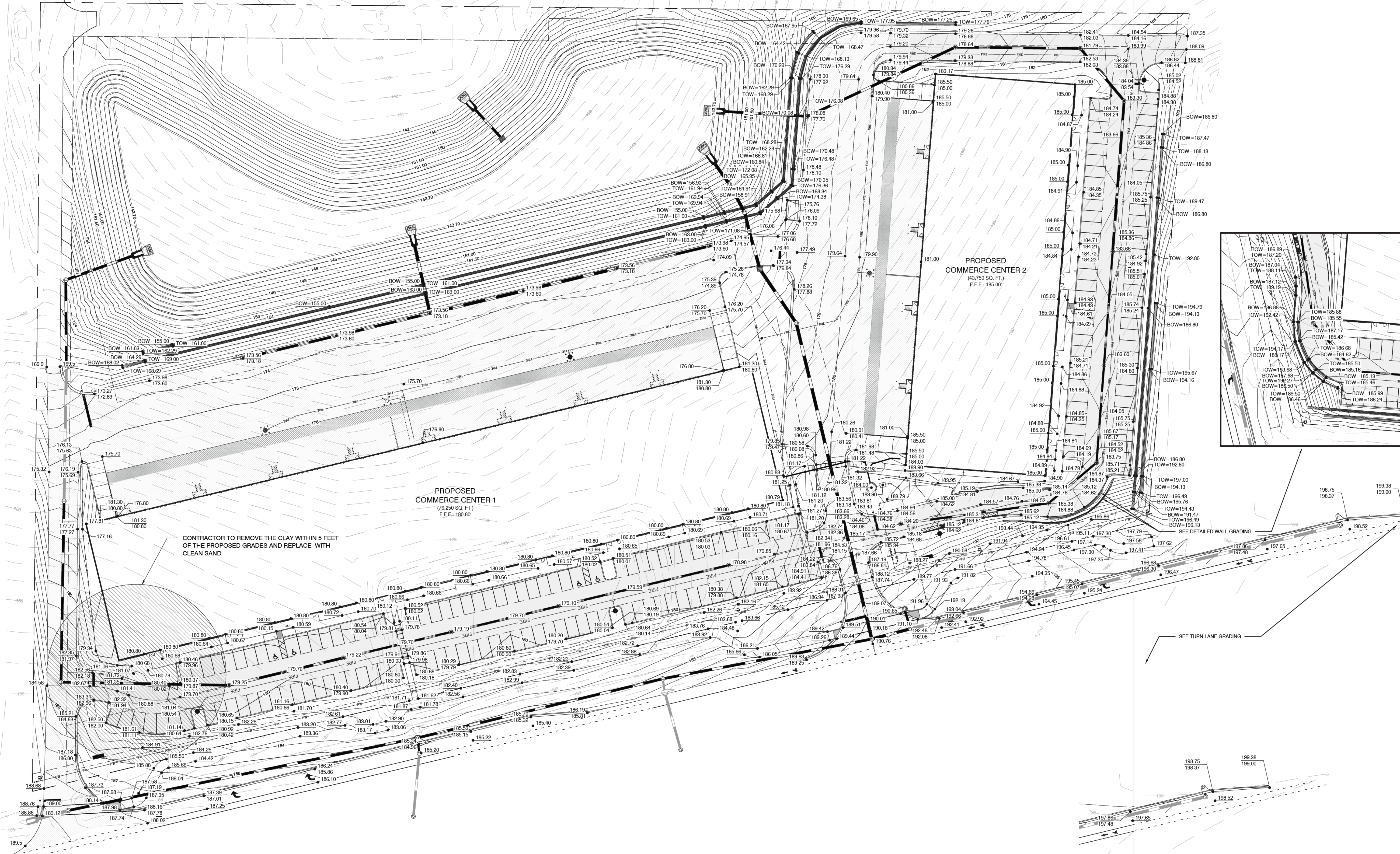








IS: LAKEMON VILLAGES PROJECTS GREENBERG GIBBONS (RBC-001) CIVIL CONSTRUCTION (06: MCC GRADING) (DWG) PLOT DATE: 7/8/2026 3:37 PM SAVE DATE: 7/8/2026 LAST SAVED BY: ACAMPOS



| BY        |  |
|-----------|--|
| REVISIONS |  |
| DATE      |  |



MINNIEOLA COMMERCE CENTER  
LAKE COUNTY, FL

GRADING PLAN

SAVE DATE 7/8/2026  
DRAWN BY JW  
CHECKED BY SMC  
PROJECT # EP2025.04206  
FILE NAME 06-MCC GRADING



SHEET NUMBER C5.0





**To:** Joyce Heffington, AICP, Minneola CRA Administrator  
**From:** Eric Raasch, AICP, Inspire Project Manager  
**CC:** Gabriela Castro, AICP  
**Date:** August 25, 2026  
**Reference:** Minneola Commerce Center Future Land Use Map Amendment, PUD, and DA Amendment

We have conducted a review of the proposed Future Land Use Map (FLUM), Planned Unit Development rezoning and Development Agreement amendments for the above-referenced project. The site, located within the Minneola city boundaries and consisting of two parcels identified by Parcel Nos. 06-22-26-0003-000-06300 and 06-22-26-0003-000-04700, has an approximate area of 12.42 acres according to Lake County Property Appraiser data.

The request considered here is to amend the subject property's FLUM designation from PD-Commercial to PD-Industrial, and to amend the terms of the Development Agreement dated October 18, 2018, including PD standards. The new agreement is a substantive change to the previous development framework. The proposal shifts the project toward a shallow-bay industrial/flex-commercial development, substantially expands the use framework, changes the architectural character, modifies development standards, adds/redefines property, and extends the agreement term from 10 to 30 years. The proposal also incorporates a 1.199-acre FDOT parcel into the defined "Property", while the parcel remains publicly owned and outside the City limits. The applicant has expressed an intent to request annexation of the parcel. However, an annexation application has not been submitted at the time of this staff report.

## Planning

### General Comments

1. Staff has not received an annexation request for the FDOT pond. *Inspire recommends that any action taken be contingent on annexation of the FDOT pond parcel into the City.*
2. No Environmental Assessment or Traffic Impact Analysis was provided with this request. However, a listed species survey and FDOT driveway connection TIA were submitted with the associated Site Plan. *Please note that these studies will be considered and reviewed as part of the FLUM / PUD rezoning application.*
3. Please reconcile data across all applications or provide clarification, including:

- a. The application states that the site size is 14.96 acres, but the Property Appraiser records for the two parcels indicate a combined acreage of 12.42 acres. The survey submitted with the application package does not provide confirmation of the covered acreage.
- b. The application indicates the existing FLU designation as being PD-Commercial, which appears to be consistent with the most current version of the Future Land Use Map. However, the Development Agreement dated October 18, 2018, calls the designation of the property "Grassy Lake Holdings Mixed Use Commercial Development." *Please update the DA.*
- c. The proposed Development Agreement includes a legal description that encompasses the 1.191-FDOT parcel, but the legal description provided on the topographic survey by Allen & Company dated 3/14/25 does not. *Please reconcile for consistency.*

## Development Agreement

1. The recitals refer to approximately 13.32 acres within the city limits, but the first 2018 agreement covered approximately 12.31 acres, not 13.32. *Please clarify/reconcile the difference.*
2. The DA is silent on the amount of square footage proposed for the project. *Please add the amount of proposed square feet by use.*
3. The new agreement expressly amends certain provisions of the original development agreement "while ratifying and affirming all remaining terms and conditions." However, the Conditions-precedent section has been removed entirely, rather than updated. The new agreement states that the owner has filed applications for annexation, rezoning, and comprehensive plan amendment for an adjoining 1.191-acre FDOT-owned parcel in unincorporated Lake County, and that the owner has "full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of the proposed agreement without submitting an annexation application at this time. The applicant has submitted a warranty deed as providing evidence of ownership or authority, but it is unclear whether this includes the 1.191-acre parcel. *Please submit additional documentation or clarify that the proposed agreement establishes only a future development framework without granting any development rights prior to acquisition and completion of the required annexation, comprehensive plan amendment, and rezoning.* [NOTE: This is *not* a legal opinion; Inspire defers to the City Attorney's Office.]
4. The new agreement appears to retain the B-1/PD framework language but makes development subject to a new Land Use Plan and amended use/standards provisions; overall character is described as shallow-bay industrial and flex commercial. The Land Use Plan exhibit was not included as an exhibit to the DA document, but it is part of the overall application package. *We observe that the graphic (which appears to be from the 2018 approval, relabeled as "Minneola Commerce Center" and renumbered as Sheet "LUP-01") is annotated to show the proposed zoning to be "I-1 & B-1 with PD" under the Project Description, but only "I-1" in the Notes section, so please clarify the proposed zoning.*

5. The new agreement includes broad categories covering light industrial, warehousing, logistics, distribution, fulfillment, flex-space, manufacturing, wholesale, construction/contractor, R&D, office, showroom and service-commercial uses, plus specified NAICS sectors. Notably, the amendment permits all uses within Sectors 31–33, including food, beverage, textile, wood, printing, chemical, plastics/rubber, mineral products, fabricated metal, machinery, electronics, transportation equipment, furniture, medical devices and miscellaneous manufacturing. Specifically, the blanket authorization of NAICS Sectors 31–33 appears broader than the stated “shallow-bay industrial and flex commercial” character and includes uses with substantially different potential impacts, while relying primarily on visual screening doesn't address potential noise, odor, truck activity, vibration, or other operational impacts. *Inspire recommends limiting permitted manufacturing to enclosed, low-impact/light manufacturing and establishing performance standards; or shift to conditional review for the higher-intensity / higher-impact manufacturing uses.*
6. The new list of conditional uses focuses on commercial recreation, day care, gun range, kennel/pet care, laboratories/R&D, motor vehicle sales/repair, nurseries/home-building materials, shopping center, veterinary and similar uses. *Please confirm the status of previous commercial uses such as restaurants, hotels, drive-throughs, and residential-care which are no longer expressly identified and may not be covered by the similarity clause.*
7. The new agreement retains 50-ft height and 20% open space but removes the explicit 90% ISR cap. However, the Land Use Plan retains the 90% ISR cap. *Please clarify the proposed ISR.*
8. **Section 5(i)** of the proposed DA addresses setbacks. The applicant is proposing setbacks of 30’ on the north, 30’ on the east, 10’ on the south and 50’ on the west. These setbacks are generally consistent with the setbacks required in the City’s most comparable I-1 District. *Informational comment only. No response required.*
9. **Section 5(ii)** of the proposed DA addresses landscape buffers. **Sec. 110-3(b)(Chart A-1)** outlines buffer area requirements by use. Per the chart, PUD buffering is to be reviewed individually with each application. The applicant is proposing I-1 uses and the adjacent properties are zoned B-1 (north), B-1 and Lake County A (east), Lake County CFD (south), and B-1, Utilities, Lake County C-2 (west across US 27 ROW). Based on these designations, the site would warrant a Class C buffer (30’) on the north, a Class C buffer (30’) on the east, a Class D buffer (30’) to the south, and a Class C buffer (30’) to the west. The applicant is proposing a 0’ buffer on the north (due to an access easement), a 10’ buffer on the east, a 10’ buffer on the south, and a 10’ buffer on the west. *Inspire recommends increasing these buffers due to the increased intensity of the proposed uses.*
10. **Section 5(iii)** of the proposed DA addresses building height. The applicant is proposing a maximum building height of 50’, which exceeds the maximum height of 35’ feet for I-1 zoned property. While not prohibited, this information will be presented to City Council for review. *Informational comment only. No response required.*



11. **Section 5(v)** of the proposed DA addresses quantity of off-street parking. **LDC Sec. 122-35(b)(4)** outlines the City's minimum parking requirements. The applicant is proposing parking at a ratio of 1 parking space per 1,000 square feet of gross floor area. Due to the number of proposed permitted uses, the extent that this ratio deviates from code is unknown. For example, the City's parking requirement for manufacturing is 1 parking space per 600 SF of floor area dedicated to manufacturing, please the required parking square footage devoted to other uses (i.e. office). The applicant's request also includes all B-1 uses, some of which have significantly higher parking requirements than 1 space per 1,000 SF. For example, restaurants require 1 space per 2 seats, plus one space per 2 employees. *Inspire recommends reducing the amount of requested uses and providing a parking study to justify the requested reduction.*
12. **Section 5(v)** of the proposed DA addresses the maximum number of parking spaces between landscape islands. **LDC Sec. 110-3(a)(1)** states that the maximum number of uninterrupted spaces between landscaping areas is eight. The applicant is proposing 20 spaces between landscape islands. *Inspire recommends revising the agreement to reduce the number of spaces between landscape islands to a maximum of eight.*
13. **Section 5(v)** of the proposed DA addresses parking space sizing. **LDC Sec. 122-39(b)** states the minimum parking space size within the City. Standard parking spaces shall be 20' long. The applicant is proposing a minimum parking space depth of 17', provided an adjacent sidewalk or pedestrian area of sufficient width is provided to accommodate vehicle overhang. *Inspire recommends compliance with the City's standard parking space requirements, and notes that pedestrian areas should remain unobstructed from vehicles.*
14. **Section 6(i)** of the proposed DA includes building materials. The change in architectural character is appropriate to the proposed industrial/flex use; however, the revised standards provide limited direction regarding building massing, façade articulation and architectural quality. Please note that all architectural treatments will need to comply with **LDC Sec. 94-4**. *Informational comment only. No response required.*
15. **Section 6(iii)** of the proposed DA requests the use of a TPO roof for this project. Per the **LDC Sec. 94-4(f)(9)c.4** tile or metal shall be the dominant roof material. This deviation will be presented to City Council. *Informational comment only. No response required.*
16. **Section 16** of the proposed DA requests the ability to permit grading changes of 16' in lieu of 15'. This deviation will be presented to City Council. *Informational comment only. No response required.*

## Comprehensive Plan

1. **FLU Policies 1-1.1.3 and 1-1.1.4** include compatibility standards for residential and non-residential development. *Please provide a narrative that addresses how the proposed FLUM is consistent with the City's Comprehensive Plan policies and compatible with the surrounding land uses.*

2. **FLU Policy 1-1.7.1** requires land use activities to occur on soil types capable of supporting the structures and facilities proposed to be placed on them, Table 1-1 stipulates which land uses are deemed suitable or unsuitable for each soil type. *Please provide a soils map with the proposed land uses to demonstrate compliance with FLU Policy 1-1.7.1.*
3. **FLU Policy 1-3.1.2** requires proposed amendments to the comprehensive plan to demonstrate that all facilities and service capacities are currently available or shall be available after the implementation of scheduled capital improvements, to meet general needs of the proposed land use. *Please provide a public facilities analysis.*
4. **CONS Policy 5-1.3.1** provides standards for maximum impervious surface area by use. *Please provide additional detail regarding proposed uses for the project and demonstrate compliance with the maximum ISR consistent with CONS Policy 5-1.3.1.*

## Public Works

1. No comments. Defer to Planning Division.

## Fire

1. No comments.

## Lake County

1. Pending response.

## Engineering

1. Pending response.



**To:** Joyce Heffington, AICP, Minneola CRA Administrator

**From:** Eric Raasch, AICP, Inspire Project Manager

**CC:** Gabriela Castro, AICP

**Date:** September 1, 2026

**Reference:** Minneola Commerce Center Traffic Study Review

MAPS has conducted a review of the Access Connection Permit Traffic Study Report for Greenberg Gibbons Light Industrial, dated July 2025, and prepared by Luke Transportation Engineering Consultants. The TIA should follow the methodology/guidelines defined in the Lake-Sumter MPO Traffic Impact Study Methodology and Guidelines (2022). Below are the comments regarding the TIA Report.

1. Background traffic from approved developments in the area or based on historical traffic growth should be applied up to the build-out period. The additional background traffic should be incorporated into the future traffic analysis.
2. Summarize planned improvements in the area up to the buildout year. Reference the Lake-Sumter Metropolitan Planning Organization (LSMPO) Transportation Improvement Program (TIP) and the Florida Department of Transportation (FDOT) 5-year Work Program. An improvement should be considered "programmed" for construction if construction funding is identified with the first 3 years of the Work Program/TIP.
3. Assess which roadways within and outside the one-mile radius are impacted by five percent (5%) of the project's peak hour trips compared to the roadway's two-way peak hour generalized service volume based on the adopted LOS and committed number of lanes as listed in the Lake County CMP Database. This analysis will determine the extent of the study area and if any additional intersections should be analyzed.
4. Include the traffic control timing sheets for the intersection of Citrus Grove Rd and US 27 in the Appendix.





**To:** GGW Flex Holdings, LLC  
**From:** Eric Raasch, AICP, Inspire Project Manager  
**CC:** Joyce Heffington, AICP; Tom Grimms, AICP; Gabriela Castro, AICP  
**Date:** August 26, 2026  
**Reference:** Minneola Commerce Center US N 27 (Inspire Case #240b)

We have conducted a third review of the **Site Plan** for the above-referenced project. This project is located in the PUD-C zoning district and Planned Unit Development Commercial Future Land Use category. The proposed Project ±13.4-acre development site will consist of 120,000 square feet (SF) of light industrial space in two buildings (76,250 SF and 43,750 SF). The applicant is also proposing a Future Land Use Map (FLUM) amendment and rezoning to PUD – Industrial with an associated updated Development Agreement that will determine the standards for review of this SP application. No site visit was conducted. The following review is based on the applicant’s letter of response to staff comments, dated July 14, 2026.

## Planning

### General Comments

1. This application relies on the annexation of the FDOT stormwater pond within the U.S. 27 right-of-way. No application for annexation has been received at this time. *Inspire recommends that any recommendation on this SP application be contingent on the annexation.*
2. A portion of the subject property is owned by FDOT. *Please submit authorization from FDOT for this SP request.*
3. The applicant has submitted a proposed Development Agreement establishing revised land use, development, and site design standards for the property. The Development Agreement is currently under review and has not yet been approved. The Development Agreement and site plan applications may be processed concurrently; however, the current site plan cannot be approved based on standards contained in the proposed Agreement until the Agreement and all applicable associated entitlements become effective. *Inspire recommends that any approval of this Site Plan be contingent on the approval of the Development Agreement containing the standards that support the proposed site design. Any changes to the terms of the DA will require additional revisions and review of this SP.*

4. In response to a previous Inspire comment pointing to the absence of required concurrent applications, the applicant separately submitted a Future Land Use Map amendment and PD modification application. Inspire has reviewed these applications, together with the draft Development Agreement included in the resubmittal. Comments have been provided separately. *The applications may be processed concurrently, but Inspire defers to the City Attorney's Office on application sequencing.*
5. The total number of bays is not listed. It appears that Commerce Center 1 has 17 entryways and Commerce Center 2 has 10 entryways leading to the conclusion that the maximum possible bays is 17. *Please list the total number of bays on Sheet C3. This number will also be used as the maximum number of tenants.*
6. The applicant has acknowledged that a permit from FWC will be required. *Informational comment. No response is necessary.*
7. No sign package was provided with the second resubmittal. Directional and regulatory sign types and locations are noted on Sheet C3 of the first resubmittal. The applicant states that a complete sign package will be submitted with the building permits. However, Sec. 122.42(3)b.9. also requires "photographs or sketches of proposed signage with dimensions and material type" for site development approval. *Please provide the conceptual signage package for this project.*

## CHAPTER 94, Development Standards

8. **Section 94-4(f)(6)** requires a minimum of three building design treatments. The applicant states that architectural features are part of the building permit submittal, while building elevations are included with the draft DA. It should be noted that building elevations were submitted with the first resubmittal, not with the draft DA. The submitted elevations do not appear to include any of the listed building design treatments. *Please refer to the options in this section and list or show the proposed design elements on the architectural plans.*
9. **Section 94-4(f)(7)b.** states that blank wall areas shall not exceed ten feet in the vertical direction, nor 20 feet in the horizontal direction of any primary facade. The applicant states that architectural features are part of the building permit submittal, while building elevations are included with the draft DA. It should be noted that building elevations were submitted with the first resubmittal, not with the draft DA. *Please provide dimensions for the blank wall area and reduce the area to comply if needed.*
10. **Section 94-4(f)(9)** requires variation in rooflines. **Subsection (9)b** states that at a minimum of two locations, the roof edge and/or parapet shall have a vertical change from the dominant roof condition, a minimum of two feet. At least one such change shall be located on a primary facade adjacent to a collector or arterial right-of-way. In response, the applicant states that architectural features are part of the building permit submittal, while building elevations are included with the draft DA. It should be noted that building elevations were submitted with the

first resubmittal, not with the draft DA. Additionally, the roofline appears to lack a height variation. *Please review the roof requirements and revise elevation plans to show height variation.*

11. **Section 94-4(f)(9)c** states that parapets shall be used to conceal roof top equipment and flat roofs. The applicant has provided a line-of-sight diagram showing a 2-ft parapet. However, the Architectural Package previously submitted has not been updated to include this diagram. *Please revise the schematic elevations to incorporate the proposed parapet around the roofline and the provided diagram.*

## CHAPTER 110, Landscaping and Tree Protection

12. The applicant states that the landscape buffers were approved on the existing PUD. However, the applicant is in the process of amending the existing PUD to add more intense uses, which have historically necessitated larger buffers based on the City's code. *Please review Inspire's comments on the associated DA amendment regarding landscape buffer widths and revise as needed.*
13. **Section 110-7(a)** states that irrigation shall meet or exceed the criteria for the Florida Water Star certification program. The irrigation plan does not include Florida Water Star certification or applicable irrigation zones Sheet IR100 Note #5 states, "All zones to be low volume drip and bubbler zones". *Please provide a statement on the irrigation plan to state that it will comply with the Florida Water Star certification program and please include applicable irrigation zones on this plan.*

## CHAPTER 122, Site Development

14. **Section 122-35** lists the required amount of off-street parking per use. Sheet C3 states that parking is provided at a rate of 1 space per 1,000 SF. It is unclear as to which use in the tables listed in this section was used to reach this rate. *Please define the uses being proposed and provide minimum parking spaces required.*
15. **Section 122-39(c)(2)a.** states that a standard parking space is 10' by 20' and Section 122-39(c)(2) states that reduced width and length may be acceptable if increased landscape and grass areas are included. Spaces have been revised to a size of 10' by 18', not 10' by 20' which are required. The applicant has provided 7' sidewalks instead of increased landscape area. *Inspire recommends providing the required 20' depth, as the current code only allows for reductions based on landscape areas, not pedestrian areas.*

## Development Agreement

16. **Section 5** states the approved architectural design and colors. This section states that colors shall be earth tones and natural colors. The proposed color scheme is gray. The applicant states that architectural features are part of the building permit submittal and building



elevations are included in the draft DA. It should be noted that building elevations were submitted with the first resubmittal, not with the draft DA. *Please note that the proposed DA will need to be approved to support the proposed building colors.*

17. The land use plan exhibit states that mediterranean / Florida vernacular architecture shall be used. *Please note that the proposed DA will need to be approved to support the proposed building colors.*

## Public Works

1. Comments pending.

## Engineering

1. **Informational Comment, No Response Required.** The applicant is cautioned that the issuance of City approval does not relieve them of their responsibility from obtaining all other required regulatory approvals and permits. Other permits may include but are not limited to the following:

FDEP NPDES Construction

St. Johns River Water Management District (SJRWMD) ERP

USFW Permit

FDEP Water

FDEP Sewer

FDOT Driveway Connection

FDOT Right of Way Utilization

2. **Comment Resolved.** The Geotech report provided does not appear to provide recovery analysis parameters such as horizontal conductivity (Kh) and vertical infiltration rate (lv), safety factors, etc. It is unclear where the design values originate in the stormwater report.

*Applicant provided a revised Geotech report which includes the requested recovery analysis parameters.*

3. **Deferred to Planning.** Overall zoning and land use requirements, allotted uses, recreational areas, setbacks, open space, densities, pedestrian access and trail requirements, roadway connection requirements, right-of-way dedication requirements, development agreement criteria, and all other overall approval criteria are deferred to Planning and City Attorney as applicable.
4. Parking spaces must be at minimum 10ft wide and 20ft long as described in LDC 122-35, except where two feet of grassed overhang is provided, in which case the length may be reduced to 18ft.

*Applicant has widened parking spaces to 10ft. They responded that "Their lengths are 18' since the adjacent monolithic sidewalks are 7' to account for 2' of overhang." Per LDC 122-39 (c)(2)b,*

*reduced length is only acceptable if two feet of grassy overhang is provided. The applicant responds that additional landscaping above code minimum has been provided adjacent to the proposed building. It is unclear if variance is requested for the parking space dimensions.*

5. Public to private demarcation on the utility plan is recommended. The 12 inch potable water main adjacent to US 27 is understood to be public. The internal water main, fire line, lift station, and 2-inch force main is understood to be privately owned, operated, and maintained.
  - a. **Comment Resolved.** *Applicant has added a callout on Detail A, Utility Plan Sheet C4.1, depicting the beginning of privately owned potable and fire lines. Ownership of the 2-inch force main is not identified.*

*Applicant has also added a callout detailing private ownership of force main, and increased the force main size from 2" to 3" on sheet C4.1.*

- b. **Comment Resolved.** *It is unclear if the lift station is to be public or private. Additional comment may be generated upon clarification.*

*Applicant has added a callout and note detailing private ownership of lift station on sheet C4.1.*

6. **Comment Resolved.** Note #3 on sheet C4.1 references the Gibson Place Utilities Department.
7. **Comment Resolved.** Material of proposed pipes (water, sewer, fire) not shown on utility plan.

*The applicant has identified the 3-inch force main as HDPE on sheet C4.1. The 3-inch force main is identified as privately owned.*

8. **Comment Resolved.** Utility calculations (water, sewer) were not provided.

*Applicant has added utility calculations to sheet C4.1. Lift station calculations were provided. However, the standby diesel pump curves were not included. In addition, a standby diesel pump is provided on the City standard detail on C10.0, however, it is not shown in the site specific plan view on C10.0. Clarification on if the lift station is to be public or privately owned, operated, and maintained is required.*

*Applicant has responded that because the lift station is privately owned, operated, and maintained, a standby diesel generator is not required.*

9. **Defer to Fire Chief.** Fire flow calculations were not provided.

*Applicant has included fire flow calculations, added a hydrant, and moved two hydrants away from loading zones. Defer fire flow approval and fire hydrant spacing to Fire Chief.*

10. **Comment Resolved.** Tie in locations for water and sewer should be called out on the utility plan.

*Applicant has added utility tie in callouts to sheet C4.1.*

11. Additional north-south and east-west cross sections should be provided to verify site grading, proposed slopes, cut/fill, and other design elements.

*Applicant has added additional north-south and east-west cross sections as requested, however, 3:1 grading is shown. Grading shall not exceed 4:1 per LDC 122-85 (d)(5). **It is unclear if the project PUD allows for 3:1 grading. Clarification required.***

12. **Comment Resolved.** Child prevention grates required on mitered end sections.

*Applicant has added child prevention grate call out and detail to sheets C6.0 and C8.0.*

13. **Comment Resolved.** The 12-inch public potable pipe should be ductile iron under roadway crossings.

Applicant has responded "Call outs added to Utility Plan; see sheet C4.1.", but Ductile Iron Pipe does not appear to be called out under paved areas.

*Applicant has called out DIP water main underneath the north entrance, and directionally drilled HDPE underneath the south entrance. A directional drill profile has been added on sheet C4.2.*

14. **Comment Resolved.** Finished floor elevations of buildings not provided on grading plan.

Finished floor elevations have been added to sheet C5.0.

15. Gopher tortoise observed on site. Mitigation required before construction on site begins.

*Applicant responded that "mitigation will be coordinated prior to construction." Defer to Planning and Certification of Occupancy (C.O.) process.*

16. **Defer to Planning.** 8 parking spaces maximum without island, per LDC 110-3.

*Applicant responded "Please see note 1 on existing PD. It states the maximum number of spaces between islands is 20." Defer to Planning.*

17. **Comment Resolved.** Missing a 12x8" reducer on the Potable water line in Detail A of sheet C4.1

Applicant has added the 12x8" reducer on sheet C4.1.

18. **Defer to Public Works.** The applicant has provided a 15-foot utility easement along US 27. The city typically requests a 20-foot utility easement along US 27. Discussion recommended.

*Applicant has responded "The easement width was discussed with public works and engineering. Due to the property constraints and by purchasing the FDOT pond, which currently cannot be granted an easement, we agreed 15' is sufficient."*

19. **Deferred to Traffic Consultant.** Defer traffic study review to Traffic Consultant.

20. **New Comment.** The applicant proposes a directional drill of the potable water line under the project driveway. Per previous DRC meeting, this was per FDOT requirements. FDOT rationale for the HDD is unclear. The HDD depth is 18'+ deep. The proposed utility easement is 15' wide. It is unclear how the City would access the line in the future if required. Discussion warranted.



## **Fire**

1. Approved.

## **Lake County**

1. Comments pending.







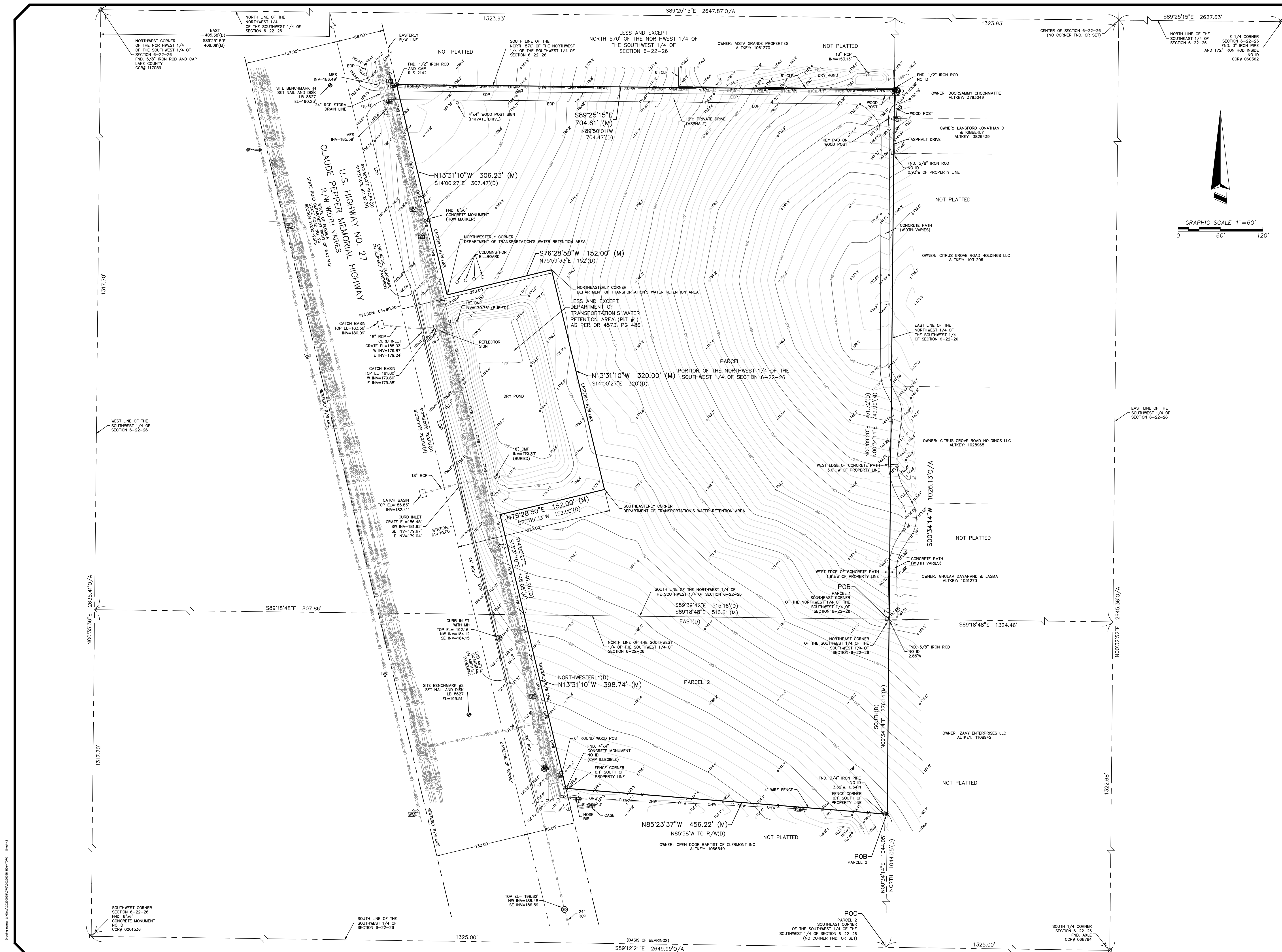
BOUNDARY SURVEY  
OF  
HIGHWAY 27 PARCELS  
SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST  
LAKE COUNTY, FLORIDA

OR:  
GREENBERG GIBBONS  
PROPERTIES

[illegible]

JOB #: 20250038  
DATE: 3/14/25  
SCALE: 1" = 60'  
CALC BY: BH  
FIELD BY: JS  
DRAWN BY: TQ  
CHECKED BY: BH

SHEET 2 OF 2





## LEGAL DESCRIPTION:

### PARCEL 1:

THAT PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA LYING EAST OF THE EASTERLY LINE OF THE RIGHT— OF— WAY OF STATE ROAD NO. 25 (U.S. HIGHWAY N O. 27), LESS AND EXCEPT THE NORTH 570 FEET THEREOF AND THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA.

THE ABOVE PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE N W 1/2 OF THE SW 1/4 OF SECTION 6, TOWNSHIP, 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THEN CE N. 00 DEGREES 09' 20" E. ALONG THE EAST BOUNDARY OF THE SAID N W 1/4 OF THE SW 1/4, A DISTANCE OF 751.72 FEET TO THE SOUTH BOUNDARY OF THE NORTH 570 FEET OF THE SAID NW 1/4 OF THE SW 1/4, THEN CE N. 89 DEGREES 50'01" W. ALONG THE SAID SOUTH BOUNDARY, 704.47 FEET TO THE EASTERLY RIGHT— OF— WAY LINE OF STATE ROAD N O. 25 (U.S. HIGHWAY N O. 27), THEN CE S. 14 DEGREES 00'27" E. ALONG SAID EASTERLY RIGHT— OF—WAY LINE 307.47 FEET TO THE NOR TH Y/ESTERLY CORNER OF THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA, THEN CE N. 75 DEGREES 59'33" E. 152 FEET TO THE NORTHEASTERLY CORNER OF SAID RETENTION AREA, THENCE S. 14 DEGREES 00' 27" E. 320 FEET TO THE SOUTHEASTERLY CORNER OF SAID RETENTION AREA, THENCE S. 75 DEGREES 59'33" W. 152.00 FEET TO THE AFORESAID EASTERLY RIGHT— OF— WAY LINE OF STATE ROAD NO. 25, THENCE S. 14 DEGREES 00'27" E. ALONG THE SAID RIGHT— OF— WAY LINE 146.26 FEET TO THE SOUTH BOUNDARY OF THE AFORESAID NW 1/4 OF THE SW 1/4 OF SECTION 6, THENCE S. 89 DEGREES, 39'42" E. ALONG THE SAID SOUTH BOUNDARY, 515.16 FEET TO THE POINT OF BEGINNING.

THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA WHICH IS NOT INCLUDED HEREIN IS DESCRIBED AS FOLLOWS:

THAT PART OF: THE SOUTH 12.7 ACRES LYING E OF THE COUNTY ROAD, IN THE NW 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST", LYING IN LAKE COUNTY, FLORIDA LYING WITHIN 220 FEET E OF THE SURVEY LINE OF STATE ROAD 25, SECTION 11200; S OF STATION 64+90.00 AND N. OF STATION 61 + 70.00 SAID SURVEY LINE AND SAID STATIONS BEING DESCRIBED AND LOCATED AS FOLLOWS: BEGIN ON THE N LINE OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 THENCE RUN S 13 DEGREES 58'00" E, A DISTANCE OF 912.54 FEET TO STATION 64+ 90. 00; THENCE CONTINUE S 13 DEGREES 58'00" E, A DISTANCE OF 320 FEET TO STATION 61 +70.00; THENCE CONTINUE S 13 DEGREES 58'00"E, A DISTANCE OF 100 FEET.

CONTAINING 48,640 SQ. FT. (1.199 ACRES), MORE OR LESS, EXCLUSIVE OF ROAD RIGHT OF WAY.

### PARCEL 2:

BEGINNING 1044.05 FEET N OF THE SE CORNING OF SW 1/4 OF SW 1/4 SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN N 85 DEGREES 58' W TO RIGHT-OF-WAY OF HIGHWAY; THENCE NWLY ALONG SAID RIGHT-OF-WAY TO N LINE OF SAID SW 1/4 OF SW 1/4, THENCE E TO NE CORNER OF SAID SW 1/4 OF SW 1/4, THENCE S TO POINT OF BEGINNING.

FIDELITY NATIONAL TITLE GROUP  
200 W FORSYTH STREET  
STE 1710  
JACKSONVILLE FL 32202



This Instrument Prepared By:  
G. Alan Howard, Esq.  
Milam Howard Nicandri Dees & Gillam, P.A.  
14 East Bay Street  
Jacksonville, FL 32202

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made as of the 29th day of December, 2014, by and between **Hanmi Bank, fka United Central Bank**, ("Grantor"), and **Grassy Lake Holdings, LLC**, a Florida limited liability company, having a mailing address of 389 Broadway Avenue, Orlando, Florida 32803 ("Grantee").

**WITNESSETH:**

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts, and trustees)

**Witnesseth**, that Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms to the Grantee, that certain real property, situate, lying, and being in **Lake County, Florida**, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Property"), subject to the matters set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

**Together** with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

**Grantor** certifies that the property described herein is not its constitutional homestead.

**To Have and to Hold**, the same in fee simple forever.

**And**, except for the matters set forth on Exhibit "B" attached hereto, Grantor hereby covenants with Grantee that the Property is free from encumbrances made by Grantor and that Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESSES:

*Michael A. Reeves*  
Print Name: Michael A. Reeves

*Alvin Pedeschlaux*  
Print Name: Alvin Pedeschlaux

HANMI BANK, *fka* UNITED CENTRAL BANK

By: *Kay Miller*  
Kay Miller  
Chief Special Assets Officer

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December, 2014 by Kay Miller, as Chief Special Assets Officer of Hanmi Bank, *fka* United Central Bank, who is [☒] personally known to me or [☐] who produced \_\_\_\_\_ as identification.

[SEAL]



*Carol Gilstrap*  
Print Name: Carol Gilstrap  
Notary Public, State of TEXAS  
Commission No.: \_\_\_\_\_  
My Commission Expires: 10-20-2016



**EXHIBIT A****LEGAL DESCRIPTION**

Parcel 1: That portion of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 6, Township 22 South, Range 26 East, Lake County, Florida lying East of the Easterly line of the right-of-way of State Road No. 25 (U.S. Highway No. 27), less and except the North 570 feet thereof and the Department of Transportation's Water Retention Area.

The above property is also described as follows:

Begin at the Southeast corner of the NW  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 6, Township 22 South, Range 26 East, Lake County, Florida, thence N. 00 degrees 09'20" E. along the East boundary of the said NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , a distance of 751.72 feet to the South boundary of the North 570 feet of the said NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , thence N. 89 degrees 50'01" W. along the said South boundary, 704.47 feet to the Easterly right-of-way line of State Road No. 25 (U.S. Highway No. 27), thence S. 14 degrees 00'27" E. along said Easterly right-of-way line 307.47 feet to the Northwesterly corner of the Department of Transportation's Water Retention Area, thence N. 75 degrees 59'33" E. 152 feet to the Northeasterly corner of said retention area, thence S. 14 degrees 00'27" E. 320 feet to the Southeasterly corner of said retention area, thence S. 75 degrees 59'33" W. 152.00 feet to the aforesaid Easterly right-of-way line of State Road No. 25, thence S. 14 degrees 00'27" E. along the said right-of-way line 146.26 feet to the South boundary of the aforesaid NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 6, thence S. 89 degrees 39'42" E. along the said South boundary, 515.16 feet to the point of beginning.

The Department of Transportation's Water Retention Area which is not included herein is described as follows: That part of: "The South 12.7 acres lying E of the County Road, in the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 6, Township 22 South, Range 26 East", lying in Lake County, Florida lying within 220 feet E of the Survey line of State Road 25, Section 11200; S of Station 64+90.00 and N. of Station 61+70.00 said survey line and said Stations being described and located as follows: Begin on the N line of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 6, T22S, R26E, at a point 405.38 feet E of the NW corner of said NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  thence run S 13 degrees 58'00" E, a distance of 912.54 feet to Station 64+90.00; thence continue S 13 degrees 58'00" E, a distance of 320 feet to Station 61+70.00; thence continue S 13 degrees 58'00" E, a distance of 100 feet. Containing 48.640 sq. ft. (1.199 acres), more or less, exclusive of road right of way.

Parcel 2: Beginning 1044.05 feet N of SE corner of SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , Section 6, Township 22 South, Range 26 East, run N 85 degrees 58' W to right-of-way of highway; thence NWly along said right-of-way to N line of said SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , thence E to NE corner of said SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , thence S to Point of Beginning.

**EXHIBIT B****PERMITTED ENCUMBRANCES**

1. The lien of taxes and assessments for the year 2014 and subsequent years.
2. The Easement for ingress and egress reserved in instrument recorded in Official Records Book 1813, page 531 (Parcel 1).
3. The Lease Agreement between J.B.'s of Central Florida, Inc. and POA Acquisition Corporation dated February 11, 1993 and the addendum thereto, as extended on a year-to-year basis.
4. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Property.
5. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
6. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
7. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

**CITY OF MINNEOLA  
P.O. BOX 678  
MINNEOLA, FL 34755  
(352) 394-3598**

**NOTICE OF PUBLIC HEARING**

**ORDINANCE 2026-21**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, PROVIDING FOR A TEXTUAL AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN TO AMEND POLICY 1-2.11.4 ENTITLED "GRASSY LAKE HOLDINGS COMMERCIAL DEVELOPMENT" TO "GRASSY LAKE HOLDINGS INDUSTRIAL DEVELOPMENT" PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT TO THE CITY'S FUTURE LAND USE MAP OF THE CITY OF MINNEOLA'S COMPREHENSIVE PLAN FROM "GRASSY LAKE HOLDINGS COMMERCIAL DEVELOPMENT" TO "GRASSY LAKE HOLDINGS INDUSTRIAL DEVELOPMENT" FOR APPROXIMATELY 14.52 ACRES OF PROPERTY GENERALLY LOCATED EAST OF US HIGHWAY 27 AND SOUTH OF CITRUS GROVE ROAD; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

The City of Minneola **Planning and Zoning Commission** will make a recommendation to the City of Minneola **City Council** on Monday, September 14, 2026 at 6:30 p.m. at the Minneola City Hall located at 800 North U.S. 27, Minneola, FL.

The City of Minneola City Council will hold public hearings on this proposed comprehensive plan amendment on Tuesday September 15, 2026 and Tuesday, October 6, 2026 at 6:30 p.m. at the Minneola City Hall. The request is for a Comprehensive Plan Land Use Designation change for approximately 14.52 acres of property generally located east of US Highway 27 south of Citrus Grove Road from "Grassy Lake Commercial Development" to "Grassy Lake Industrial Development" under the Comprehensive Plan for the City of Minneola.

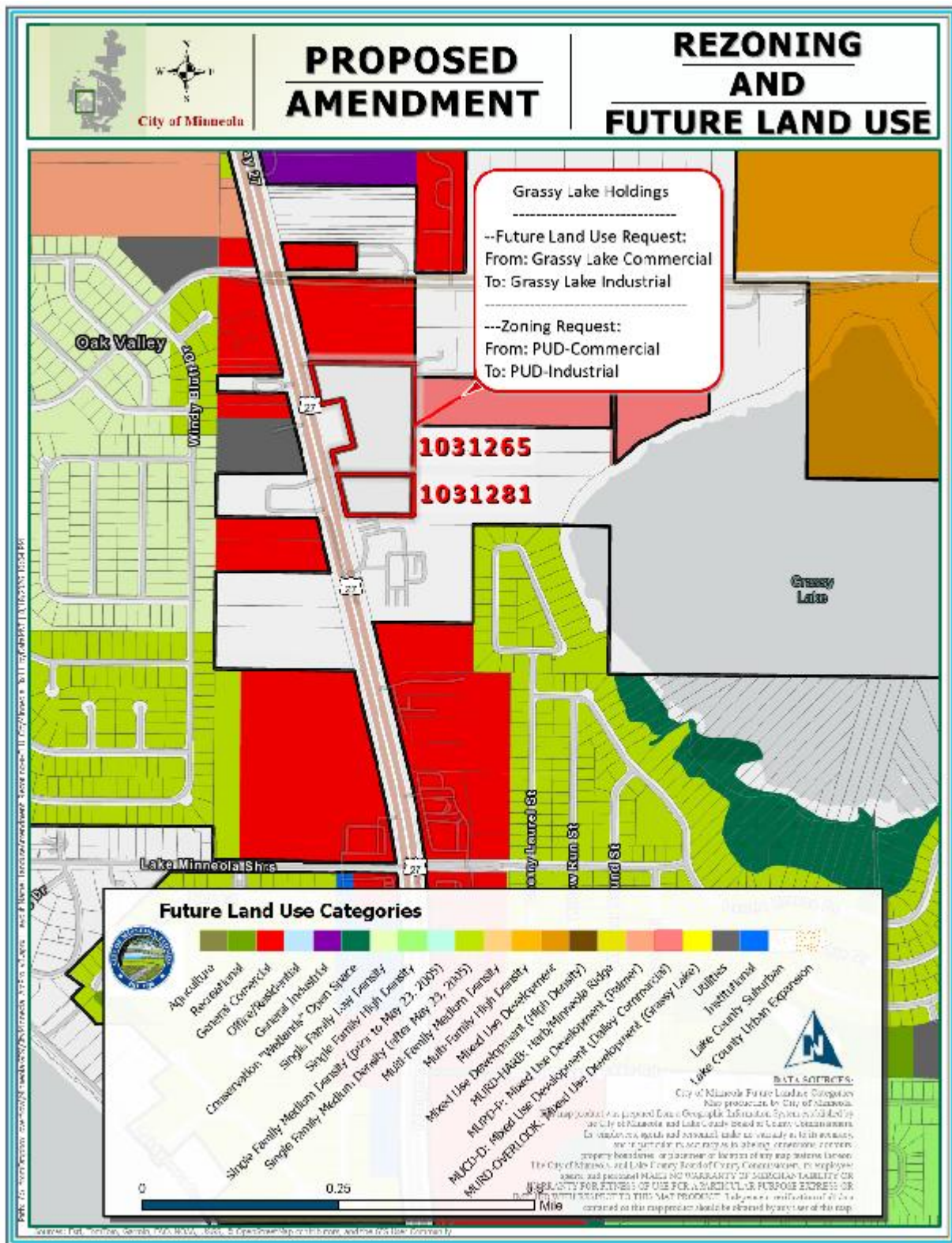
The staff report on the case shall be sent to the City Council and will be available to the general public at least five (5) days prior to the hearing on the case. The complete legal description for the property described herein by metes and bounds and a copy of the ordinance may be obtained from the City Clerk. Interested parties may appear and be heard with regard to this proposed ordinance.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

The City of Minneola Land Development Code and the proposed Ordinance are available for inspection at the City Hall, located at 800 North U.S. 27, Minneola, FL, during normal working hours 8:30 a.m. to 5 p.m.



PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT KRISTINE THOMPSON, CITY CLERK AT (352) 394-3598 EXT 111 AT LEAST 48 HOURS BEFORE THE DATE OF THE SCHEDULED HEARING.



| OwnerName | OwnerAddress | OwnerCity | OwnerState | OwnerZip   |
|-----------|--------------|-----------|------------|------------|
| FIELDS EG | PO BOX 11    | WINTER H  | FL         | 32882-0113 |
| GRASSY L  | 5832 WOO     | BELL ISLE | FL         | 32809      |
| OMBS LLC  | PO BOX 12    | CLERMONT  | FL         | 34712-0788 |
| OPEN DO   | 17140 US     | CLERMONT  | FL         | 34715      |
| ZAVY ENT  | 23825 INT    | SORRENT   | FL         | 32776      |
| CITRUS GI | 15 CREEK     | HILLSBOR  | CA         | 94010      |
| GHULAM E  | 9229 195     | THOILLIS  | NY         | 11423      |
| DOORSAM   | 17350 US     | CLERMONT  | FL         | 34715-9272 |
| FALZONE   | 17358 N      | CLERMONT  | FL         | 34715      |
| QUINN CE  | 41634 CR     | LEESBUR   | FL         | 34788      |
| VISTA GR  | 13940 ASH    | MINNEOLA  | FL         | 34715      |
| CLEM COM  | 10800 CL     | LEESBUR   | FL         | 34788      |
| CONGREG   | 12205 CIT    | CLERMONT  | FL         | 34715      |
| SCHMIDT   | 16420 LU     | EIGROVELA | FL         | 34736-9747 |
| LAKE CO E | 315 W MAI    | TAVARES   | FL         | 32778      |
| PROFESSI  | 1200 NET     | VEFFINGHA | IL         | 62401      |
| DE NOYEL  | 3149 SCR     | OVIEDO    | FL         | 32765      |
| SOUTH LA  | 17335 US     | CLERMONT  | FL         | 34715-9220 |
| DUKE ENE  | PO BOX 37    | CHARLKIC  | NC         | 28237-7996 |
| CRA CITY  | 800 N HW     | MINNEOLA  | FL         | 34715      |





**CITY OF MINNEOLA**  
THE PROPERTY WILL BE CONSIDERED FOR  
[Illegible text]

**CITY OF MINNEOLA**  
THE PROPERTY WILL BE CONSIDERED FOR  
[Illegible text]

**CITY OF MINNEOLA**  
THE PROPERTY WILL BE CONSIDERED FOR  
[Illegible text]







AFFIDAVIT OF PUBLICATION

Clermont Sun

Published Weekly  
Clermont, Lake County, Florida

Case No. 2026-21

STATE OF FLORIDA  
COUNTY OF LAKE

Before the undersigned authority, Jessica Whaley, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Clermont Sun, a newspaper published at Clermont in Lake County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

September 02, 2026

Affiant further says that the Clermont Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

  
Jessica Whaley

Sworn to and subscribed before me this 2nd day of September 2026 by Jessica Whaley, who is personally

  
Ashley N. Abear, Clerk, Notary Number: #HH744101  
Notary expires: December 27, 2029



00012418 00215706  
Joyce Heffington  
CITY OF MINNEOLA  
P.O. BOX 678  
MINNEOLA, FL 34755

CITY OF MINNEOLA  
P.O. BOX 678  
MINNEOLA, FL 34755  
(352) 394 3598  
NOTICE OF PUBLIC HEARING  
ORDINANCE 2026-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, PROVIDING FOR A TEXTUAL AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN TO AMEND POLICY 1-2.11.4 ENTITLED "GRASSY LAKE HOLDINGS COMMERCIAL DEVELOPMENT" TO "GRASSY LAKE HOLDINGS INDUSTRIAL DEVELOPMENT" PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT TO THE CITY'S FUTURE LAND USE MAP OF THE CITY OF MINNEOLA'S COMPREHENSIVE PLAN FROM "GRASSY LAKE HOLDINGS COMMERCIAL DEVELOPMENT" TO "GRASSY LAKE HOLDINGS INDUSTRIAL DEVELOPMENT" FOR APPROXIMATELY 14.52 ACRES OF PROPERTY GENERALLY LOCATED EAST OF US HIGHWAY 27 AND SOUTH OF CITRUS GROVE ROAD; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY CLERK TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The City of Minneola Planning and Zoning Commission will make a recommendation to the City of Minneola City Council on Monday, September 14, 2026 at 6:30 p.m. at the Minneola City Hall located at 800 North U.S. 27, Minneola, FL.

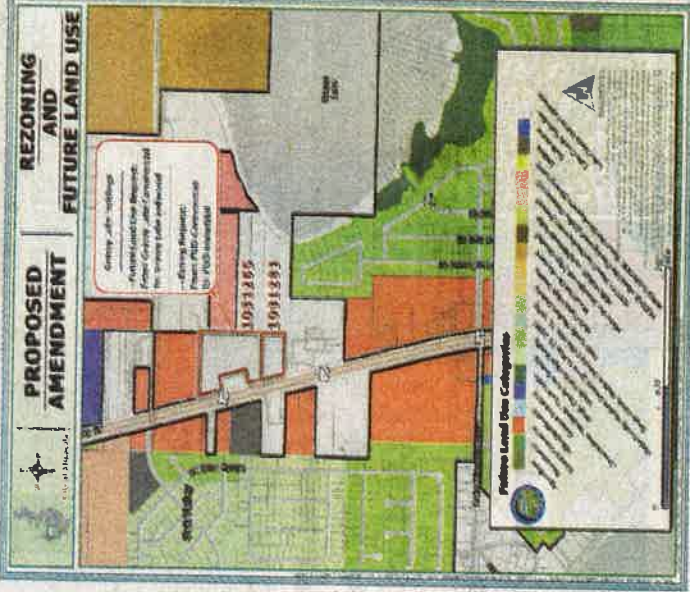
The City of Minneola City Council will hold public hearings on this proposed comprehensive plan amendment on Tuesday September 15, 2026 and Tuesday, October 6, 2026 at 6:30 p.m. at the Minneola City Hall. The request is for a Comprehensive Plan Land Use Designation change for approximately 14.52 acres of property generally located east of US Highway 27 south of Citrus Grove Road from "Grassy Lake Commercial Development" to "Grassy Lake Industrial Development" under the Comprehensive Plan for the City of Minneola.

The staff report on the case shall be sent to the City Council and will be available to the general public at least five (5) days prior to the hearing on the case. The complete legal description for the property described herein by metes and bounds and a copy of the ordinance may be obtained from the City Clerk. Interested parties may appear and be heard with regard to this proposed ordinance.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

The City of Minneola Land Development Code and the proposed Ordinance are available for inspection at the City Hall, located at 800 North U.S. 27, Minneola, FL, during normal working hours 8:30 a.m. to 5 p.m.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT KRISTINE THOMPSON, CITY CLERK AT (352) 394 3598 EXT 111 AT LEAST 48 HOURS BEFORE THE DATE OF THE SCHEDULED HEARING.





## **AGENDA SUMMARY**

City Council Meeting  
September 15, 2026

**Agenda Item:** 10.

**Subject Title:** Resolution 2026-15 Grassy Lake Industrial Developer Agreement - *First Hearing*

### **Objective:**

A Resolution of the City Council of the City of Minneola, Florida, Approving the Grassy Lake Industrial Planned Unit Development Agreement; Providing for Severability; and Providing for an Effective Date.

### **Summary:**

Grassy Lake Holdings, LLC, Owner, request a Developer Agreement amendment to the Grassy Lake Commercial PUD, changing it to Grassy Lake Industrial PUD and adding a 1.19± acre parcel to the agreement. Current uses allowed in this agreement are strictly commercial. This amendment would allow all commercial and industrial uses.

The new property acreage covered in the development agreement would be 13.4 acres. The property is located east of US Highway 27 and south of Citrus Grove Road.

### **Exhibits:**

1. Planned Development Application
2. Grassy Lake Holdings LLC Development Agreement Annexation 2018
3. Res 2026-15 Grassy Lake Industrial PUD - Revised 9.2.26
4. City Version Development Agreement - Revised 9.2.26
5. Developer Version Development Agreement
6. Grassy\_Lake\_Development Agreement Side\_by\_Side\_Comparison\_Table
7. 240b Minn Commerce Center US N 27 SP3 v1
8. 277 Minneola Commerce Center TIA v1
9. Minneola Commerce Center FLUM RZ\_v1
10. Notice of intent to consider DA
11. ADDRESSES
12. IMG\_0815
13. IMG\_0816
14. Affidavit DA

### **Options:**

1. Approve the agreement as proposed.

2. Approve the agreement with conditions.
3. Postpone the decision,
4. Deny approval of the agreement.

**Fiscal Impact:**

Undetermined.

**Staff Recommendation:**

Staff recommends if approved it be the staff version and that it be on the condition of the FDOT pond being annexed in.





City of Minneola  
Planning Department  
800 N Highway 27, Minneola, FL 34715

**Planned Development Amendment**

***\$1,000.00 non-refundable fee***

The following information is required for all Planned Development Amendment Applications:

| Rec'd                    | Requirement                                                                   |
|--------------------------|-------------------------------------------------------------------------------|
| <input type="checkbox"/> | (1) Legal description                                                         |
| <input type="checkbox"/> | (6) 24" x 36" Master Plan signed and sealed by a Professional Engineer        |
| <input type="checkbox"/> | (6) 11" x 17" Master Plan                                                     |
| <input type="checkbox"/> | (1) Copy of Developer's Agreement with Proposed Changes                       |
| <input type="checkbox"/> | (1) Signed application form and checklist                                     |
| <input type="checkbox"/> | (1) Signed and notarized Property Owner's Authorization form                  |
| <input type="checkbox"/> | (1) Completed Adjacent Property Owners form                                   |
| <input type="checkbox"/> | (1) CD or Flash Drive containing all applications and documents in PDF format |
| <input type="checkbox"/> | \$1,000.00 non-refundable fee                                                 |

**Application Review Process**

**Development Review Process (DRP)**

The DRP reviewers shall review every application and make recommendations to the Planning & Zoning Commission (P&Z). The DRP will provide written comments/recommendations to the applicant and the P&Z

**Planning and Zoning Commission (P&Z)**

A Planning and Zoning review is required by the City Code the Planning Dept. is responsible to ensure the proper legal advertising is done in a timely manner. Applications need to be submitted by the 1st of the month to be considered at the next month's Planning & Zoning Commission meeting. Any and all supporting documents that need to be reviewed by the Commission need to be submitted by the 15th of the same month to be included in the packet for review.

POST OFFICE BOX 678, MINNEOLA, FLORIDA 34755 ♦ (352) 394-3598 ♦ FAX (352) 394-7201

City Council

The City Council must conduct one public hearing regarding the proposed amendment

The City Council may defer consideration of the subject application at any time

Transmit to:

City of Minneola  
Planning Department  
800 N Highway 27  
Minneola, FL 34715

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*Office Use:*

Applicant Name: \_\_\_\_\_

Application for: \_\_\_\_\_

Amount: \_\_\_\_\_ Check #: \_\_\_\_\_

Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

POST OFFICE BOX 678, MINNEOLA, FLORIDA 34755 ♦ (352) 394-3598 ♦ FAX (352) 394-7201

**City of Minneola**  
**Planned Development Amendment Cont.**

Applicant Name: Drew Thigpen/Greenberg Gibbons Properties

Applicant Address: 436 E. 36th St, Charlotte, NC 28205

Applicant Phone #: 843-469-2517 Fax or E-mail: dthigpen@ggcommercial.com

Project Name: Minneola Commerce Center

General Location and/or Street Address: US Highway 27, Minneola, FL 34715

Owner Name: Grassy Lake Holdings, LLC

Owner Address: 5832 WOODBINE DR BELL ISLE, FL 32809

Owner Phone #: \_\_\_\_\_ Fax or E-mail: \_\_\_\_\_

Reason for the request: Annexation of the FDOT pond and PD Modification

**CERTIFICATION**

I, the undersigned, do hereby certify that I have read the application and the relevant guidance material and understand the requirements described therein and that I will fully comply with all City, State and Federal regulations applicable to this project.

I understand that the application fee is non-refundable.

I further understand that I am responsible to reimburse the City for the actual advertising costs AND the actual consultants' review fees, if any. Said fees shall be paid within 30 days of receipt of the City's invoice OR further processing of the application will cease until the invoice is paid in full.

I understand that only application packages that are determined complete by the Department will be scheduled for review.

  
Applicant Signature

7/18/25  
Date



City of Minneola  
Planned Development Amendment Cont.

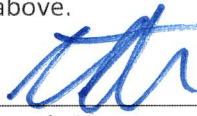
Owner's Authorization  
(required if the property owner is not the applicant)

STATE OF FLORIDA  
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared Drew Thigpen

who is being by me first duly sworn on oath, deposes and says:

1. That he/she is the property owner of the subject parcels in this application.
2. That he/she desires to apply for a Planned Development on land generally located at:  
US 27 & Citrus Grove Road 062226000300004700 & 062226000300006300
3. That he/she has appointed Major Stacy  
to act as agent in his/her behalf to accomplish the above.

  
Owner's Signature

This is to certify that on July 18<sup>th</sup>, 20 25 before me,  
an officer duly authorized to take acknowledgements in the State and County aforesaid, personally  
appeared Major Stacy he/she is personally know to me or has produced

SEAL \_\_\_\_\_



**Danielle L. McDougall**  
Notary Public  
State of Florida  
Comm# HH592298  
Expires 10/4/2028

Danielle L. McDougall

Danielle L. McDougall  
Acknowledger Name

HH592298  
Serial Number

10-04-2028  
My Commission Expires

**City of Minneola**  
**Planned Development Amendment Cont.**

**Adjacent Property Owners**

Type a list of owner's names and mailing addresses for all property owners lying within 300 ft of all sides of the property described in the attached application, as recorded in the current County tax rolls, or attach copies of the appropriate property record card.

| Alternate Key # | Property Owner                    | Address, include Zip Code                    |
|-----------------|-----------------------------------|----------------------------------------------|
| 1028965         | CITRUS GROVE ROAD HOLDINGS LLC    | 15 CREEKWOOD WAY, HILLSBOROUGH, CA 94010     |
| 1031206         | CITRUS GROVE ROAD HOLDINGS LLC    | 15 CREEKWOOD WAY, HILLSBOROUGH, CA 94010     |
| 1031273         | GHULAM DAYANAND & JASMA           | 9229 195TH PL, HOLLIS, NY 11423              |
| 1061270         | VISTA GRANDE PROPERTIES           | 3534 MEDITERRA DR, CLERMONT, FL 34711        |
| 1065186         | DUKE ENERGY CENTER                | PO BOX 37996, CHARLOTTE, NC 28237-7996       |
| 1066549         | OPEN DOOR BAPTIST OF CLERMONT INC | 17140 US HIGHWAY 27, CLERMONT, FL 34715      |
| 1070929         | VISTA GRANDE PROPERTIES LLC       | 3534 MEDITERRA DR, CLERMONT, FL 34711        |
| 1108942         | ZAVY ENTERPRISES LLC              | 23825 INTEGRITY WAY, SORRENTO, FL 32776      |
| 1108951         | <b>OMBS LLC</b>                   | PO BOX 120788, CLERMONT, FL 34712-0788       |
| 1108977         | FIELDS EQUIPMENT COMPANY INC      | PO BOX 113, WINTER HAVEN, FL 32882-0113      |
| 1117771         | DE NOYELLES JOHN TRUSTEE          | 3149 SCRUB OAK TRL, OVIEDO, FL 32765         |
| 1411777         | <b>OMBS LLC</b>                   | PO BOX 120788, CLERMONT, FL 34712-0788       |
| 1509572         | SOUTH LAKE COUNTY LODGE #1615     | 17335 US HIGHWAY 27, CLERMONT, FL 34715-9220 |
| 1591881         | DE NOYELLES JOHN TRUSTEE          | 3149 SCRUB OAK TRL, OVIEDO, FL 32765         |
| 1591899         | <b>LAKE COUNTY BCC</b>            | 315 W MAIN ST, TAVARES, FL 32778             |

*Use additional pages as necessary.*

**City of Minneola  
Planned Development Amendment Cont.**

**Adjacent Property Owners**

Type a list of owner's names and mailing addresses for all property owners lying within 300 ft of all sides of the property described in the attached application, as recorded in the current County tax rolls, or attach copies of the appropriate property record card.

| Alternate Key # | Property Owner                 | Address, include Zip Code                    |
|-----------------|--------------------------------|----------------------------------------------|
| 2831910         | QUINN CELESTE M                | 41634 COUNTY ROAD 452, LEESBURG, FL 34788    |
| 3793049         | DOORSAMMY CHOONMATTIE          | 17350 US HIGHWAY 27, CLERMONT, FL 34715-9272 |
| 3826439         | LANGFORD JONATHAN D & KIMBERLY | 17358 US HIGHWAY 27, CLERMONT, FL 34715      |
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*Use additional pages as necessary.*



## DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made this 18<sup>th</sup> day of OCTOBER, 2018, by and between the **CITY OF MINNEOLA**, a Florida municipal corporation ("City"), whose address is 800 N. U.S. Highway 27, Minneola, Florida 34715, and **Grassy Lake Holdings, LLC** ("Owner"), whose address is 339 Broadway Avenue Orlando, Florida 32803.

### RECITALS

**WHEREAS**, Owner desires to annex into the City of Minneola approximately 12.31 acres of property currently located in unincorporated Lake County, Florida, described and depicted in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

**WHEREAS**, the Property is currently zoned Lake County Commercial Planned District "CP" and Lake County Agriculture "A"; and

**WHEREAS**, the property has a future land use designation on the Lake County Future Land Use Map as "Urban Low Density"; and

**WHEREAS**, Owner has filed applications for annexation, rezoning, and amendment to the City's Comprehensive Plan, and if such applications are approved, the proposed development shall be consistent with the City's Comprehensive Plan, land development regulations and this Agreement; and

**WHEREAS**, Owner has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement; and

**WHEREAS**, the City of Minneola has determined that the annexation of the property and its proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth and a strengthened and revitalized tax base; and

**WHEREAS**, Owner will fund certain public improvements and infrastructure to facilitate the development of the Property; and

**WHEREAS**, Owner and City believe that it is in the best interest of each party to enable the Grassy Lake Holdings Property to be developed as further described herein, in accordance with Part II of Chapter 163, Florida Statutes, the "Local Government Comprehensive Planning and Land Development Regulation Act" (the "Act"), other applicable Florida Law and the Charter and Code of Ordinances of the City of Minneola, Florida, and, therefore, Owner and City agree that this Agreement shall constitute an Agreement in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

**NOW, THEREFORE**, in consideration of mutual covenants and representations set forth herein and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.



2 **Authority** This Agreement is entered into under the authority of the City's Code and under the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes. This Agreement has been approved at two public hearings as mandated which were held on July 17, 2018 and August 7, 2018.

3. **Conditions Precedent.** Owner has filed an Annexation Petition. City has initiated the process to approve this Agreement to annex the Property in accordance with the laws of the State of Florida, and to designate future land uses consistent with this Agreement and rezone the Property consistent with this Agreement. It is understood and agreed to by the City and the Owner that neither the Annexation Petition nor this Agreement shall be binding or enforceable as to any party unless and until a) the City shall duly adopt the Agreement and, subsequently adopts an ordinance annexing the Property into the corporate limits of the City and b) City's plan amendment implementing or related to the Agreement is found in compliance by the state land planning agency in accordance with the applicable Florida Statutes. The parties hereto understand and acknowledge that the City is in no way bound to annex the Property. The City shall have the full and complete right to approve or deny the Petition for Voluntary Annexation.

4 **Land Use/Development.** Development of the Property shall be substantially consistent with the "Grassy Lake Holdings, LLC - U.S. 27 Mixed Use PD" Land Use Plans prepared by B & S Engineering Consultants, LLC and attached as **Exhibit "B"** ("the Plan"). Except as modified in this Agreement or the Plan, all development shall be consistent with City's Planned Unit Developments zoning district, the B-1 zoning district, and the City's Grassy Lake Holdings Mixed Use Commercial Development future land use category, subject to City approval after public hearings and Florida Department of Economic Opportunity ("DEO") approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures and approved by DEO before being effective.

Allowed uses:

Appliance/Electronic Repair Shop – A retail establishment offering for compensation the repair services of small appliances and electronic equipment, with such repair generally occurring on the premises.

Bank – An establishment where the principal use is receiving or lending money including savings and loan companies. This does not include pay day loan establishments.

Business Service – An establishment where the performance of duties related to business operations are provided within or outside the confines of such an establishment and may include, but not be limited to, business machine repair, computer service and repair, microfilming, secretarial and typing service, and telephone answering service.

Clinic, Medical, or Dental – An establishment where patients are admitted for examination and treatment on an outpatient basis by one or more physicians or dentists, or any such profession the practice of which is lawful in the state, and where patients are not lodged overnight.

Consumer Services and Repair – An establishment engaged in the repair of household appliances, furniture, and similar items, excluding repair of motor vehicles. Typical uses include apparel repair and alterations, appliance repair, bicycle repair, clock and watch repair, furniture repair and reupholsters, shoe repair. Establishments for the drop off of personal apparel to be cleaned at another location only, diaper service offices only (laundering to be performed at another location,) carpet cleaning services drop off only or rental of equipment for installed carpet.

Convenience Store without Fuel Operations – An establishment which offers for sale a limited line of food and household goods and is designed for quick service to customers with small purchases. Such an establishment does not offer the sale of fuel.

Financial Service – An establishment engaged in the management of money and credit, and whose services may include, but not be limited to, accounting, bookkeeping, investment securities, money transfer, mortgage



loans, pension plans, stocks and bonds brokerage and tax planning This does not include pay day loan establishments. This term does not include the term "bank "

Health/Exercise Club – An establishment which provides for athletic and physical force training or health and recreational exercise. This term may include, but is not limited to, the terms "aerobics instruction," "dance instruction," "fitness center," "gymnasium (private)," "gymnastics school," "karate," "martial arts," "self-defense instruction," and "weight room "

Medical Office/Clinic – Establishment where the diagnosis and treatment of human patients occurs without the provision of overnight care facilities and may include, but not be limited to, the services of acupuncture, alcoholism counseling, chiropractor, dental office and clinic, family planning, medical doctor office, mental health clinic, occupational therapist, speech and language pathologist, walk-in medical center, and weight control service

Office – An establishment where services are performed involving predominantly administrative, professional, or clerical operations for a business, government, industry, profession or service and are allowed under the B-1 zoning

Office Complex – Any office development containing three or more tenant spaces that are under common land ownership or that share common property frontage and are allowed under the B-1 zoning

Office Supply – An establishment which offers the sale of materials predominantly used by the office community and may include, but not be limited to, the sale of accounting and bookkeeping materials, business forms, systems, and machines, computer equipment and supplies, inserting and mailing machines, office furniture, and typewriters

Personal Service – An establishment which provides for the care of a person or a person's apparel, and may include, but not be limited to, beauty shop/barber shop, nail salon, tanning salon, alterations, and shoe repair. Personal services shall also include drop-off only establishments for laundry and dry cleaning services

Professional Office – An establishment providing executive , management, administrative, or professional services, but not including medical or dental services or the sale of merchandise, except at incidental to a permitted use Typical uses include offices for accountants, economic consultants and stockbrokers, attorneys, engineers, architects, surveyors, draftsmen, industrial designing, model making, planners, sculptors and artists, editorial and general designing, ceramic arts, and photographers; advertising agencies, insurance, real estate and/or escrow or abstract offices, secretarial and telephone answering services, and mortuaries and funeral homes

Restaurant – An establishment where meals are prepared and food, including beverages and confections, is served to customers, with the food and nonalcoholic beverage sales amounting to at least 51 percent of the total sales

Retail, Convenience – An establishment serving a limited market area and engaging in the retail sale or rental, from the premises, of frequently or recurrently needed items for household use Typical uses include, but are not limited to, drugstores, apparel and cosmetic stores, bookstores, newsstands, flower shops, video rental stores.

Retail Sales or Services – An establishment engaged in the selling of products and services to the public for personal or household consumption, including, but not limited to, newsstand/bookstore, xerographic printing, clothing stores, drugstores, home electronic equipment, food/grocery stores, and sporting goods



Allowed uses permitted as conditional use or special exception uses upon approval by the City Council:

**Adult/Vocational Education** – An establishment for the instruction or guidance in an occupation, profession, civic activity or art form, and may include, but not be limited to, the teaching of a trade apprenticeship, acting-drama, citizenship, cooking, and music and voice. Division 12 Sec 102-342 of the Code of Minneola applies.

**Adult Congregate Living Facilities** – A caretaking arrangement, whether operated for profit or not, where care is provided for a part of the 24-hour day to three or more adults that are unrelated by blood or marriage to the owner/operator of the facility. This care may include, but is not limited to providing a protective setting, social activities, leisure time activities, self-care training, rest, nutritional services, and speech or physical therapy. Residents shall not be under in-house nursing/medical care. Such a facility must be licensed by the state department of health and rehabilitative services, in accordance with F.S. § 400.55, or as amended.

**Bar, Lounges, and Nightclubs** – An establishment devoted primarily to the selling, dispensing, serving, or providing of alcoholic beverages for consumption on the premises, where dancing or floor shows may be permitted. The terms "bars," "lounges," and "nightclubs" may include, but not be limited to, the terms "barroom," "cabaret," "cocktail lounge," "discotheque," "pub," "saloon," and "tavern," but shall not include those premises where alcoholic beverages are sold in conjunction with the sale of food for consumption on the premises, and the sale of such beverages comprises less than 49 percent of the gross receipts.

**Club, Lodge, and Fraternal Organization** – A building or facility owned or operated by a corporation or association for a social, educational, civic, or recreational purpose, but which is not primarily for profit, or to render a service that is customarily carried on as a business.

**College or University** – An institution of higher learning, especially one providing a general or liberal arts education rather than technical or professional training.

**Commercial Recreation Facility** – An establishment which provides indoor or outdoor opportunities for casual entertainment by patrons of all ages, and may include, but not be limited to, an amusement park, bingo club, bowling alley, game room, go-cart track, miniature golf, pool hall, skateboard park, skating rink and video games, however if the facility includes a video arcade, it may not constitute more than 40 percent of the included activities.

**Convenience Food Store with accessory fuel sales** – An establishment which offers for sale a limited line of food and household goods and is designed for quick service to customers with small purchases. If such an establishment offers for sale fuel by way of self-service gasoline/diesel pumps or LP gas tanks, a special exception use is required.

**Day Care Center** – An arrangement or establishment which provides child care for more than five children unrelated to the operator, for compensation, and for a period of less than 24 hours. Such a facility must be licensed by the State Department of Health and Rehabilitative Services and comply with their requirements, pursuant to F.S. § 402.305, or as amended. This term may include, but not be limited to, child-care center, day care services, day nurseries, kindergartens, nursery school, playschool and preschool.

#### Drive Through Facilities

**Gun Range** – A facility, including accessory buildings, for shooting by sportsmen located indoors.

**Hotel** – A building, or part thereof, in which sleeping accommodations are offered to the public, which may or may not offer cooking facilities for use by the occupants, and in which there may be a public dining room for the convenience of the guests.



Kennel, Boarding – Premises which provide for the boarding of more than three domesticated animals, whether for profit or personal use and does not include pet day care and boarding facilities, as defined herein.

Kennel, Breeding – Premises which provide for the breeding, buying, raising or selling of more than three domesticated animals, whether for profit or personal use

Laboratory/Research and Development - An establishment engaged in the investigation, testing, and experimentation of the natural, physical, or social sciences, or engaged in engineering and development as an extension of investigation with the objective of creating products. This type of facility may include, but not be limited to asphalt and concrete testing, foundation testing, material testing, and soils, geology, and groundwater testing

Learning Center - A learning center is an establishment that allows students to engage in activities that enrich their learning. Such activities could include but not be limited to reading or math tutoring

Motor Vehicle, Boat Sales - An area used for the display, sale or rental of new or used motor vehicles and boats in operable condition and where no repair work is done. This must follow Chapter 18 of the Land Use Regulations

Motor Vehicle Dealer Sales – An establishment for the sale of new or used vehicles together with on-premises repair facilities, including paint and body shop. This must follow Chapter 18 of the Land Use Regulations

Motor Vehicle Repair Facility – An establishment where major mechanical overhaul and repairs, paint and body work, or rebuilding of vehicle components is done

Nursing Home – An extended or intermediate care facility which provides full time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves. This type of facility shall be licensed by the state department of health and rehabilitative services and meet its criteria, pursuant to F.S. ch. 400, or as amended, and shall provide nursing services as defined in F.S. ch. 464, or as amended. This term may include, but not be limited to, the terms “extended care facility,” “intermediate care facility” and “long-term care facility.”

Office Condominiums – An Office building where title to individual office units can be purchased, but the property title is held by another party.

Pet Day Care and Boarding Facilities – Personal service use facility where domesticated animals are supervised and cared for during the day, which is operated for the purpose of providing overnight lodging for domesticated animals, and is distinct from kennel, boarding, as defined herein

Research Service – An Establishment engages in research of an industrial or scientific nature, other than medical testing and analysis and routine product testing, which is offered as a service or which is conducted by and for a private, profit oriented firm

Retail Home Building Materials – An establishment which offers for retail sale materials and equipment for home and garden construction and maintenance and may include but not be limited to, aluminum, cabinets, caulking material and equipment, garden supplies, and topsoil. Plant materials sold at such an establishment could be grown on premises in a field or greenhouse.

Retail Nurseries and Garden Supplies – An establishment which offers to the public for retail sale plants and/or associated materials and may include, but not limited to, fences, fill material, firewood, gravel, sand, rock products, lawn and garden supplies, and topsoil. Plant material sold at such an establishment could be grown on the premises in a field or greenhouse



Shopping Center – Any commercial building or development housing two or more tenants on a single ownership parcel

Theater – A movie theater establishment that is operated in an enclosed building

Veterinary Clinic – An establishment for the medical and surgical treatment of sick or injured animals where limited overnight facilities are provided in association with such treatment. This term may include, but not be limited to, the terms “veterinarian office,” “veterinary hospital,” and “animal clinic,” but shall not include the term “kennel”

Wholesale Sales – An establishment who sells products primarily to consumers, but also to businesses, at discount prices. Items include, but are not limited to, food, bottle water, toiletries, prescription and non-prescription drugs, eye glasses, furniture, appliances, and tires

Wireless Antennas, Towers and Equipment (Cell Towers) Chapter 130 Telecommunications in the City Land Use Code applies

Car wash shall be allowed as a conditional use.

5 **Design Standards.** All non-glass or architectural features of the facades will be made of 95% brick, stone, or stucco. There will be no vinyl siding or Hardies Board. All architectural elements for the residential portions of the development must be one of the following styles: (1) Spanish Mediterranean, stucco facades, arches and wood accents or Florida Vernacular (Cracker) style, which includes metal roofs. The colors shall be of an earth tone scheme and are muted in an emulation of natural colors and should be selected from the attached list of pantone shades: 3596, 2430, 2437, 2438, 2439, 2440, 2441, 2442, 7551, 7552, 7553, 139, 140, 1395, 1405, 7572, 7573, 7574, 7575, 2021, 154, 160, 161, 7604, 7605, 7608, 7609, 7610, 7611, 7612, 7613, 7614, 7615, 7616, 7617, 483, 181. If this list of pantone shades is not available to Owner/Developer due to brand specific design elements, the City Staff may approve alternate colors within the City’s reasonable discretion.

The following conservation methods should be utilized in all structures: With a flat roof with a parapet, a solar hot water heater should be utilized unless prohibited by City’s code or other valid government restriction. HVAC systems are to be controlled by zone digitally for both humidity and temperature. A minimum of R-30 insulation is to be used in ceilings, where possible, with a reflective roof color. EFIS will be applied to increase insulation efficiency where applicable. Plumbing must consist of low flow fixtures and flushless urinals. Interior and Exterior lighting shall be LED (Unless not feasible per proposed use). All exterior Glass to be low E’ with reflective tint except where prohibited by City’s code or other valid government restriction. Extended overhangs will be used. Lighting to comply with dark sky regulations.

Walkability and pedestrian access shall be maximized including parking layout and dumpster enclosures. Number of parking spaces shall be as required by code, but no ratio of front or rear parking shall apply. Innovative designs may be approved by City planning department staff as long as they meet the intent of the code. Examples include but are not limited to roundabouts, water features, and rain gardens.

6 **Setbacks/Impervious Surface/Design Standards.** The City and Owner/Developer hereby acknowledge that a mix of lot sizes will be provided. As set forth the unit mix shall be substantially as follows:

Setback Minimums

|        |                     |
|--------|---------------------|
| Front: | As Shown on the LUP |
| Side   | As Shown on the LUP |
| Rear.  | As Shown on the LUP |



Maximum height for any unit shall be fifty (50) feet

Minimum Open Space 20%

Impervious Surface Ratio (ISR)                      The maximum ISR is ninety percent (90%)

Owner shall provide refuse receptacles on the Property in such locations as are approved by City within City's reasonable discretion.

7            **Property Owners' Association (POA).** A property owners association will be required for the Property. The POA will have the responsibility for all common area maintenance and facility ownership, including but not limited to maintenance of stormwater management areas and easements, drainage easements, sidewalks, trails within and adjacent to the Property, and the unpaved right-of-way and/or easements, lights, and all internal roads.

8.           **Lighting.** The Owner/Developer shall install all exterior lighting for the Property. All exterior lighting shall comply with dark sky lighting standards and be arranged to reflect light away from residences to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. Lighting will have decorative poles and head and be a maximum of 3K LED. The poles and street lights within the Property shall be installed by Developer/Owner and thereafter maintained by the POA. Further, the POA shall be responsible for the payment of all electricity, pole leases, etc. charges associated with providing such street lights on the Property.

Owner/Developer shall delineate this responsibility within any declaration of restrictive covenants and restrictions in accordance with the LUP. Such covenants and restrictions shall be recorded at the time of the final plat and prior to the sale of any lots within the Property.

9            **Right of Way.** Owner/Developer shall install and maintain an 8 foot multipurpose trail located along US Highway 27. Owner/Developer shall also install and maintain lighting for such trail and sidewalk, such maintenance to include the cost of the electricity for the lighting. This will be maintained by the POA.

Cross access easements shall be provided as needed with adjacent properties and consist of a 24' minimum width as City requires within its reasonable discretion. Existing and proposed grading will be taken into account when making this determination.

10          **Utilities.** Owner and its successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F S Chapter 180 utility district. No private wells will be allowed within the Property. Developer shall construct, at Developer's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner will be required to extend utilities to the Property and across the entire length of the Property adjacent to US 27. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. In addition, a 20 foot utility easement shall be dedicated to the City along but outside of the future right-of-way of US Highway 27 (as identified by FDOT at the time of execution of this Agreement) and will be graded at a 10:1 slope where feasible as identified during site plan review. Owner may place landscaping within such utility easement provided it does not interfere with City's utilities as determined by City in City's sole discretion and Owner is aware that any landscaping that interferes with City's utility maintenance shall be immediately removed at City's request. Owner is responsible to replace any landscaping removed for utility maintenance.

**All lift stations shall be privately owned and maintained by Owner/Developer.**

11          **Impact Fees.** Owner agrees to pay all impact fees, including water and wastewater impact fees, fire rescue, police, recreation, and any impact fees adopted after the execution of this Agreement for all units as building permits are issued for such units at the then existing rate. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No water, wastewater, or any other



utility capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available.

12. **Landscaping/Buffers.** Owner/Developer shall install and maintain the buffers shown on the Plan. Owner shall use efforts to incorporate drought tolerant plants in all common areas. Further, the Owner agrees to make specifications within any declaration of restrictive covenants for the Property that allow for the landscaping installations to include certain drought tolerant plants following the guidelines of "Florida Friendly Landscaping."

All landscaping located within common areas of the Property shall be maintained by the Owner/POA and such maintenance shall include, but is not limited to, the replacement and replanting of any landscaping that dies, becomes unsightly, or are removed for any reason at Owner/POA's sole expense.

13. **Water Conservation.** Owner agrees to encourage the use of indigenous plants for landscaping purposes, to help minimize irrigation requirements, and to encourage the use of other water conservation methods. Owner shall install, or cause to be installed, rain sensors on automatic sprinkler systems within the common areas of the Property. Owner will include in its declaration of restrictive covenants for the Property that inclusion of rain sensors is required whenever irrigation is installed.

14. **Environmental.** Owner will comply with all local, state, regional, and federal requirements regarding any environmental issues affecting the Property. Moreover, Owner agrees to use all reasonable efforts to preserve on site or to relocate any gopher tortoises on the Property and to not seek an incidental take permit without first obtaining the consent of City. Owner acknowledges that City has adopted Ordinance 2006-22, which provides for specific requirements and protections relating to listed species, and agrees that it shall comply with such ordinance. There shall be no construction in the flood zone.

15. **Grading.** Owner shall comply with all City Land Development Regulations regarding grading, including, but not limited to, LDR Sections 122-81 – 122-92 with the exception of grading limitations and maximum height of retaining walls. Grading shall be allowed to a maximum limitation of twenty five feet (25') and retaining walls shall not exceed six feet (6'), unless a variance is approved by the City. Retaining walls shall be of uniform color and texture throughout the Property. A maximum slope of 3:1 is allowed where necessary.

Any grading tracts shall allow lots to be as level as possible while complying with City's grading limitations and accounting for topographic changes within the grading tracts. Any such tracts shall be landscaped and maintained by Owner or the POA in such a manner as to prevent erosion, and such maintenance shall include, but is not limited to, the replacement and replanting of any trees and/or shrubs that die, become unsightly, or are removed for any reason.

17. **Stormwater Management.** The Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by FEMA.

18. **Other Municipal Facilities/Services.** Upon annexation, the City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other property owners within the City.

19. **Concurrency.** Owner shall comply with all applicable concurrency requirements pursuant to the City's Land Development Regulations. A complete concurrency study conforming to the City of Minneola Land



Development Regulations will be required prior to any preliminary plat approvals or construction plan approvals. The Owner shall ensure that all traffic concurrency studies conducted reflect all planned and approved development in the area.

20 **Signage** Owner shall ensure that any and all signage for the Property is located upon lands owned by either Owner or the POA and complies with Chapter 118 of the City's Code.

21 **Compliance with City Laws and Regulations** Except as expressly modified herein, all development of the Property shall be subject to the regulations of county, state, and federal agencies, as well as with the City Land Development Regulations and City Code provisions, as such City Land Development Regulations and City Code provisions exist at the time of the execution of this Agreement. The City may apply subsequently-enacted Land Development Regulations and City Code provisions to the Property in accordance with Section 163.3233, Florida Statutes (2017), or as may be otherwise agreed to in writing by Owner.

22 **Entire Agreement** This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties relating to this Agreement.

23 **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

24 **Waiver, Modification** The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

25 **Binding Effect; Assignability**. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

26 **Development Approvals** This Agreement shall, in no manner, constitute development approval from the City regarding the Property.

27. **Governing Law**. This Agreement shall be governed by and construed under the laws of the State of Florida and venue for any dispute arising out of this Agreement is the appropriate court in Lake County, Florida.

28 **Notices** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted by facsimile, or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service from which a receipt must be obtained, and addressed as follows:

TO CITY.

Mark Johnson, City Manager  
City of Minneola  
800 U S Highway 27  
Minneola, FL 34715  
Telephone (352) 394-3598



With a copy to

Scott A Gerken, Esquire  
STONE & GERKEN, P A  
4850 N Highway 19A  
Mount Dora, FL 32757  
Telephone: (352) 357-0330

TO OWNERS:

Major Stacy, PE  
Grassy Lake Holdings, LLC  
339 Broadway Avenue  
Orlando, Florida 32803

Annul C. Sawh  
15502 Campden St  
Winter Garden, Florida 34787

29. **Attorney's Fees.** In the event of any dispute hereunder for any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

30. **Term of Agreement** The term of the Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate ten (10) years thereafter, provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163 3225, Florida Statutes

31 **Exhibits** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein

IN WITNESS WHEREOF, the parties have set their hands and seals this 16th day of October,

2018

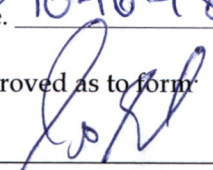


Attest:

  
April Sheppard, Assistant City Clerk

Date: 10-16-18

Approved as to form:

  
Scott A. Gerken, City Attorney

CITY OF MINNEOLA, FLORIDA  
A Florida Municipal Corporation

By 

Name Pat Kelley

Its: Mayor

Date: 10-16-18

Kristine Thompson  
Witness

Printed Name: Kristine Thompson

Major Stacy

Major Stacy  
Grassy Lake Holdings, LLC

Joyce Heffington  
Witness

Printed Name: Joyce Heffington

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me this 18 day of Oct., 2018, by  
**MAJOR STACY.** He is personally known to me or has produced FC ID (type of  
identification) as identification and (did/did not) take an oath



Darlene Macdonald  
Signature of Notary Public

Darlene Macdonald  
Type or Print Name  
My Commission Expires 5/18/20  
Commission No GG147876

SEAL



**EXHIBIT "A"****PARCEL 1**

THAT PORTION OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO 25 (U S HIGHWAY NO 27), LESS AND EXCEPT THE NORTH 570 FEET THEREOF AND THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA

THE ABOVE DESCRIBED PROPERTY IS ALSO DESCRIBED AS FOLLOWS

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THENCE NORTH 00°09'20" EAST ALONG THE EAST BOUNDARY OF THE SAID NORTHWEST ¼ OF THE SOUTHWEST ¼, A DISTANCE OF 751 72 FEET TO THE SOUTH BOUNDARY OF THE NORTH 570 FEET OF THE SAID NORTHWEST ¼ OF THE SOUTHWEST 1/4, THENCE NORTH 89°50'01" WEST ALONG THE SAID SOUTH BOUNDARY, 704.047 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO 25 (U S HIGHWAY NO 27), THENCE SOUTH 14°00'27" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 307 47 FEET TO THE NORTHWESTERLY CORNER OF THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA, THENCE NORTH 75°59'33" EAST, 152 00 FEET TO THE NORTHWESTERLY CORNER OF SAID RETENTION AREA, THENCE SOUTH 14°00'27" EAST 320 FEET TO THE SOUTHEASTERLY CORNER OF SAID RETENTION AREA, THENCE SOUTH 75°59'33" WEST, 152 FEET TO THE AFORESAID EASTERLY RIGHT-OF WAY LINE OF STATE ROAD NO 25, THENCE SOUTH 14°00'27" EAST, ALONG THE SAID RIGHT-OF-WAY LINE 146 26 FEET TO THE SOUTH BOUNDARY OF THE AFORESAID NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, THENCE SOUTH 89°39'42" EAST ALONG THE SAID SOUTH BOUNDARY, 515 16 FEET TO THE POINT OF BEGINNING

THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA WHICH IS NOT INCLUDED HEREIN IS DESCRIBED AS FOLLOWS

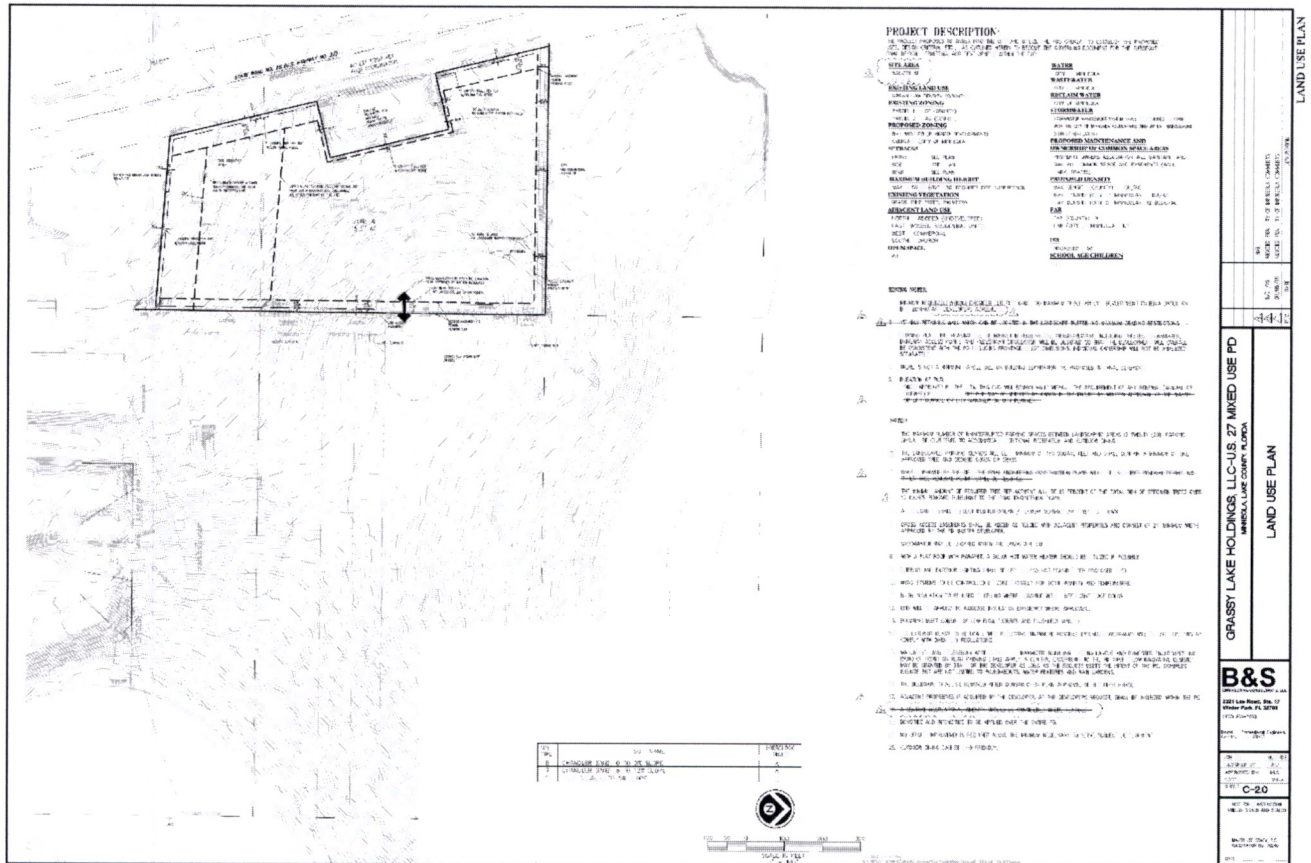
THAT PART OF THE SOUTH 12 7 ACRES LYING EAST OF THE COUNTY ROAD, IN THE NORTHWEST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LYING IN LAKE COUNTY, FLORIDA, LYING WITHIN 220 FEET EAST OF THE SURVEY LINE OF STATE ROAD 25, SECTION 11200, SOUTH OF STATION 64+90 00 AND NORTH OF STATION 61+70 00 SAID SURVEY LINE AND SAID STATIONS BEING DESCRIBED AND LOCATED AS FOLLOWS

BEGIN ON THE NORTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26, EAST, AT A POINT 405 38 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST ¼ OF SOUTHWEST ¼, THENCE RUN SOUTH 13°58'00" EAST, A DISTANCE OF 912 54 FEET TO STATION 64+90 00, THENCE CONTINUE SOUTH 13°58'00" EAST, A DISTANCE OF 320 FEET TO STATION 61+70 00, THENCE CONTINUE SOUTH 13°58'00" EAST, A DISTANCE OF 100 FEET

**PARCEL 2**

BEGINNING 1044 05 FEET NORTH OF SOUTHEAST CORNER OF SOUTHWEST ¼ OF THE SOUTHWEST 1/4; SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN NORTH 85 58' WEST TO RIGHT-OF-WAY OF HIGHWAY, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY TO NORTH LINE OF SAID SOUTHWEST ¼ OF SOUTHWEST ¼, THENCE EAST TO NORTHEAST CORENER OF SAID SOUTHWEST ¼ OF SOUTHWEST 1/4, THENCE SOUTH TO POINT OF BEGINNING

## EXHIBIT "B"



## **RESOLUTION 2026-15**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, APPROVING THE GRASSY LAKE INDUSTRIAL PLANNED UNIT DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Grassy Lake Holdings, LLC has requested approval of a Planned Unit Development Agreement for approximately 14.519 acres generally located east of U.S. Highway 27 and south of Citrus Grove Road, as described in Exhibit "A" (the "Property"), and the rezoning of the Property to Planned Unit Development-Industrial (PUD-I); and

**WHEREAS**, on October 6, 2026, the City Council of the City of Minneola adopted Ordinances 2026-20 and 2026-21, amending the Future Land Use Map designation for the Property and rezoning the Property from Planned Unit Development-Commercial (PUD-C) to Planned Unit Development- Industrial(PUD-I); and

**WHEREAS**, the City is authorized to approve planned unit developments and enter into development agreements pursuant to section 166.021 and sections 163.3220 through 163.3243, Florida Statutes, and the City of Minneola Land Development Code; and

**WHEREAS**, after due public notice, the City has held the requisite public hearings pursuant to section 163.3225, Florida Statutes, and the City of Minneola Land Development Code, to afford an opportunity for public comment concerning the proposed Grassy Lake Industrial Planned Unit Development Agreement; and

**WHEREAS**, the City finds that the proposed Grassy Lake Industrial Planned Unit Development Agreement approved hereby furthers the purposes of and is consistent with the City of Minneola Comprehensive Plan and the City of Minneola Land Development Code, and is consistent with and compliant with State law, including but not limited to, Chapter 163, Part II, Florida Statutes.

**NOW, THEREFORE**, be it Resolved by the City Council of the City of Minneola, Florida, as follows:

**SECTION 1.** The foregoing recitals are true and correct and are hereby ratified, confirmed, and made a part of this Resolution.

**SECTION 2.** The City hereby approves and adopts the Grassy Lake Industrial Planned Unit Development Agreement attached hereto and incorporated herein as Exhibit "A" and hereby authorizes the Mayor, or in the Mayor's absence, the Vice-Mayor, to execute such Development Agreement. From and after the approval of this Resolution, the Grassy Lake Industrial PUD Property shall be developed in accordance with the Grassy Lake Industrial Planned Unit Development Agreement attached hereto.



**SECTION 3.** The City Clerk is directed to forward this Resolution to the Clerk of the Circuit Court in and for Lake County, Florida, for recording in accordance with Section 163.3239, Florida Statutes.

**SECTION 4.** If any provision or portion of this Resolution, including Exhibit "A" attached hereto, is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

**SECTION 5.** All existing resolutions or parts of existing resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6.** This Resolution shall become effective immediately upon approval by the City Council of the City of Minneola in accordance with law.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of October, 2026, by the City Council of the City of Minneola, Florida.

\_\_\_\_\_  
PAM SERVISS, Mayor

ATTEST:

\_\_\_\_\_  
KRISTINE THOMPSON, City Clerk

Approved as to form:

\_\_\_\_\_  
SCOTT A. GERKEN, City Attorney

## **FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

This First Amended and Restated Development Agreement (this "Agreement") is made this 6<sup>th</sup> day of October, 2026 (the "Execution Date"), by and between the CITY OF MINNEOLA, a Florida municipal corporation ("City"), whose address is 800 N. U.S. Highway 27, Minneola, Florida 34715, and Grassy Lake Holdings, LLC, a Florida limited liability company ("Owner"), whose address is 339 Broadway Avenue, Orlando, Florida 32803.

### **RECITALS**

**WHEREAS**, the City and Owner entered into that certain Development Agreement dated October 18, 2018, and recorded in Official Records Book 5198 Page 628-641 of the Public Records of Lake County, Florida (the "Development Agreement"); and

**WHEREAS**, the parties desire to amend and restate the Development Agreement in its entirety as set forth herein; and

**WHEREAS**, the property consists of approximately 1.2 acres located in unincorporated Lake County, Florida (the "FDOT Parcel") and approximately 13.32 acres located within the City (Lake County Parcel ID Numbers 06-22-26-0003-000-04700 and 06-22-26-0003-000-06300, collectively, the "City Parcels"), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference (collectively, the "Property"); and

**WHEREAS**, the City Parcels have a zoning designation on the City Zoning Map of "Planned Development, Commercial" and a future land use designation on the City of Minneola Future Land Use Map of "Planned Development, Commercial"; and

**WHEREAS**, Owner presently owns the City Parcels but does not own the FDOT Parcel, and the provisions of this Agreement applicable to the FDOT Parcel shall not become effective unless and until Owner acquires legal title to the FDOT Parcel by recorded deed and the FDOT Parcel is annexed into the City; and

**WHEREAS**, Owner has filed applications for annexation, rezoning, and comprehensive plan amendment for the FDOT Parcel, and if such applications are approved, the proposed development shall be consistent with the City's Comprehensive Plan, Land Development Regulations (the "LDRs"), and this Agreement; and

**WHEREAS**, Owner has the full power and authority to enter into and perform this Agreement with respect to the City Parcels, and Owner's rights and obligations concerning the FDOT Parcel are expressly contingent upon Owner acquiring legal title to the FDOT Parcel by recorded deed and the FDOT Parcel being annexed into the City; and

**WHEREAS**, the City has determined that the annexation of the FDOT Parcel and the overall development of the Property presents, among other things, an opportunity for the City to secure quality planning and growth and a strengthened and revitalized tax base; and

**WHEREAS**, Owner will fund certain public improvements and infrastructure to facilitate the development of the Property; and

**WHEREAS**, Pelican Industrial ("Developer") has been authorized by the Owner to seek the approvals contemplated by this Agreement and to develop the Property in accordance with the terms and conditions set forth herein; and

**WHEREAS**, Owner and City believe that it is in the best interest of each party to enable the Property to be developed as further described herein, in accordance with Part II of Chapter 163, Florida Statutes, the "Local Government Comprehensive Planning and Land Development Regulation Act" (the "Act"), other applicable Florida Law and the Charter and Code of Ordinances of the City of Minneola, Florida; and,

**WHEREAS**, Owner and City agree that this Agreement shall constitute an Agreement in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

**NOW, THEREFORE**, in consideration of mutual covenants and representations set forth herein and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Authority.** This Agreement is entered into under the authority of the City's Code and under the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes. This Agreement is subject to approval at the two public hearings required by section 163.3225, Florida Statutes, scheduled for September 15, 2026, and October 6, 2026.
3. **Land Use; Development.** Development of the Property shall be substantially consistent with the land use plan prepared by B&S Engineering and Consulting, LLC attached hereto as Exhibit "B" (the "Land Use Plan"). Except as expressly modified by this Agreement or the Land Use Plan, development of the Property shall be consistent with the City's Planned Unit Development-Industrial (PUD-I) zoning district, the City's applicable future land use designation, the City's LDRs, and other applicable law. Any required annexation, comprehensive plan amendment, rezoning, site plan, plat, construction plans, building permit, or other development approval shall be processed through the City's regular procedures. No development rights are granted for the FDOT Parcel unless and until Owner acquires legal title to the FDOT Parcel by recorded deed, the FDOT Parcel is annexed into the City, all applicable comprehensive plan and zoning amendments become effective, and this Agreement is recorded. In the event of a conflict between this Agreement and the Land Use Plan, the text of this Agreement shall control. In the event of a conflict between this Agreement and the City Code or LDRs, this Agreement shall control only to the extent it expressly modifies a specific City requirement; otherwise, the more restrictive applicable requirement shall govern.
4. **Permitted Uses.** The following uses shall be permitted on the Property, subject to applicable site development plan approval, permitting requirements, and any additional conditions set forth herein:
  - (i) In addition to the uses permitted in the I-1 Industrial District, the following B-1 uses shall be permitted: offices; office supply; business services; maintenance contractors;



convenience stores without fuel operations; adult/vocational education; learning centers; and retail sales and food-services that are accessory or incidental to, or operated in conjunction with, a principal industrial, warehouse, distribution, contractor, office, showroom, or other use permitted by this Agreement.

(ii) Manufacturing, processing, fabrication, assembly, production, finishing, treatment, packaging, repair, and similar activities shall be conducted within enclosed buildings and shall be limited to low-impact operations that do not create objectionable noise, vibration, smoke, dust, odor, glare, heat, or other impacts beyond the Property. Outdoor storage or contractor-yard functions shall be permitted only where specifically shown on an approved site plan and screened in accordance with the City's LDRs.

Notwithstanding anything herein to the contrary, the following shall not be permitted on the Property unless this Agreement is further amended in writing: solid waste landfills, hazardous waste treatment/storage/disposal facilities, junkyards, salvage yards, asphalt plants, concrete batch plants, mining operations, adult entertainment establishments, correctional facilities, truck stops, truck terminals serving as principal uses, airports, rail yards, and other heavy industrial uses materially inconsistent with the Land Use Plan. Notwithstanding anything in this Agreement to the contrary, data centers, data center facilities, large-scale data centers, and large load customer facilities are prohibited on the Property, whether proposed as a principal, accessory, ancillary, incidental, or mixed use. This prohibition applies regardless of whether the use could otherwise be classified as an office, technological, research and development, warehouse, utility, or other use permitted by this Agreement.

5. **Development Standards.**

(i) Building Setback Minimums:

- (a) West: 50 feet (50')
- (b) North: 30 feet (30')
- (c) East: 30 feet (30')
- (d) South: 10 feet (10')

(ii) Landscape Buffers:

- (a) West: 10 feet (10')
- (b) North: 0 feet (0'), as a result of the existing access easement.
- (c) East: 10 feet (10'), except no landscape buffer shall be required within the existing access easement area.
- (d) South: 10 feet (10')

(iii) Maximum Height: Fifty feet (50')

(iv) Minimum Open Space: Twenty percent (20%)

- (v) Parking shall comply with the City's LDRs unless an alternative parking plan supported by a parking study is approved as part of the site development plan. Parking lot landscape islands shall be provided at intervals of no more than eight (8) consecutive parking spaces. Parking-space dimensions shall comply with the City's LDRs, and vehicle overhang shall not obstruct any sidewalk or pedestrian area.

6. **Design Standards.**

(i) **Building Materials.** The exterior elevations of all principal buildings visible from a public street or public right-of-way shall consist primarily of painted concrete tilt-wall panels, together with such complementary architectural materials, colors, and finishes as are approved through the applicable site development plan process.

(ii) **Color Scheme.** Building colors shall consist of a gray-toned color palette and shall be selected from one or more of the following Sherwin-Williams colors: Gray Shingle #7670, March Wind #7668, and Fleur De Sel #7666, as reflected on Owner's and/or Developer's approved finish board. If a listed Sherwin Williams paint color is unavailable, the City may approve alternate colors within the City's reasonable discretion, provided such substitute colors are consistent with the gray-toned color palette established herein.

(iii) **Roofing.** Thermoplastic polyolefin ("TPO") roofing systems shall be permitted on all principal and accessory structures within the Property. TPO roofing shall be deemed an approved roofing material for all buildings within the Property, provided such roofing is installed in accordance with applicable building codes and manufacturer specifications. Parapets will be installed according to City code so that the roof does not appear flat and all equipment on the roof is hidden from street view.

(iv) **Dumpster Enclosures.** Owner shall provide refuse receptacles on the Property in such locations as are approved by City within City's reasonable discretion. Refuse receptacles shall be adequately screened from view in a manner approved by the City. Acceptable screening methods include, but are not limited to, painted tilt-wall enclosures with metal gates.

(v) **Lift Stations.** All lift stations shall be privately owned and maintained by Owner. Lift stations may be constructed of fiberglass or any other material that complies with applicable City standards and specifications. Concrete shall not be required.

7. **Walkability.** Walkability and pedestrian access shall be maximized through the site design, including the layout of buildings, parking areas, sidewalks, and pedestrian connections. Innovative site design features may be approved by the City's Planning Department, provided such features meet the intent of this Agreement and the City's LDRs. Examples include, but are not limited to, roundabouts, water features, rain gardens, and other low-impact development features.

8. **Conservation Methods.** Owner and/or Developer shall incorporate the following conservation measures into the design and development of all climate-controlled spaces within the Property, if applicable:

- (i) Solar hot water heating systems for buildings with flat roofs and parapets, where

feasible;

- (ii) Digitally controlled HVAC systems utilizing separate temperature and humidity zones;
- (iii) Roof insulation within office areas and warehouse areas, with additional insulation as required for future tenant improvements;
- (iv) Exterior Insulation and Finish Systems (EIFS), where applicable, to improve insulation efficiency;
- (v) Low-flow plumbing fixtures and water-conserving, waterless, or flushless urinals, where appropriate for the proposed use;
- (vi) All exterior glazing shall utilize Low-E glass with reflective tint, where practicable; and
- (vii) Buildings shall incorporate extended roof overhangs, where practicable, to reduce solar heat gain.
- (viii) No permanent irrigation system shall be installed unless approved by the City. Any approved irrigation system shall use reclaimed water when available or another water source authorized by the City. No private well may be installed without the City's prior written approval. All landscaping shall consist of Florida native or Florida-Friendly low-water plantings.

9. **Property Owners' Association (POA).** A property owners association will be required for the Property. The POA will have the responsibility for all common area maintenance and facility ownership, including but not limited to maintenance of stormwater management areas and easements, drainage easements, sidewalks, trails within and adjacent to the Property, unpaved right-of-way and/or easements, lighting, and all internal roads.

10. **Lighting.** Owner shall install all exterior lighting for the Property as necessary to serve the development. Interior and exterior lighting fixtures shall utilize LED technology unless infeasible for the proposed use. All exterior lighting shall comply with dark sky lighting standards and be arranged to reflect light away from residences to the greatest extent possible while providing lighting adequate illumination for safety within the Property and adjacent rights-of-way.

11. **Right of Way.** Owner shall install and maintain an eight-foot (8-foot) multipurpose trail located along US Highway 27. Cross access easements shall be provided with adjacent properties as necessary and consist of a twenty-four foot (24') minimum width as City requires within its reasonable discretion. Owner and Developer shall continue to allow access through the Property from the residential property located at 17140 US Highway 27, Clermont, Florida 34715, more particularly identified as Lake County Parcel Number 06-22-26-0003-000-06600 and Alternate Key 1066549, as a method for ingress and egress, and no barriers shall be erected to impede that residential property owner's access.

12. **Utilities.** Owner and its successors and assigns shall obtain water, reuse water, and wastewater service (collectively, "Utilities") exclusively from the City when available. No private wells



or private water or wastewater treatment facilities are permitted without the City's prior written approval through a separate agreement. At Owner's sole expense, Owner shall construct all on-site utility facilities, pay for extensions from the City's available point of connection, and extend all required utilities through the Property. All improvements shall comply with City requirements and shall be transferred to the City as contributions in aid of construction when accepted by the City. Owner shall dedicate a twenty-foot (20') utility easement to the City along and outside the future right-of-way of U.S. Highway 27, as identified by FDOT, graded at a 10:1 slope. Landscaping within the easement shall not interfere with City utilities, as determined by the City, and shall be removed and replaced at Owner's expense when required for utility installation, operation, or maintenance. Any lift station shall be privately maintained unless and until accepted by the City and shall be sized to serve the entire development. All businesses shall comply with pretreatment and testing requirements established by the City.

13. **Impact Fees; Utility Capacity.** Owner shall pay all applicable impact fees, including water and wastewater, fire rescue, police, recreation, and any impact fees adopted after execution of this Agreement, at the rates in effect when payment is due. Payment or prepayment of impact fees does not reserve water, wastewater, or other utility capacity. Capacity may be reserved only under a separate written capacity-reservation agreement approved by the City. Owner acknowledges that no capacity has been reserved and assumes the risk that capacity may not be available when requested. Owner acknowledges that the City's available wastewater treatment and transmission capacity is limited. Nothing in this Agreement constitutes a representation, warranty, commitment, or reservation by the City that water or wastewater capacity is presently available or will be available when requested. Development shall not proceed beyond the level supportable by capacity actually available and allocated by the City at the time service is requested. The City shall have no obligation to expand its utility facilities, reserve capacity, or prioritize the Property over other existing or proposed development. Owner shall acquire any required capacity through a separate written agreement approved by the City and shall be responsible for all improvements required to serve the Property. The City may deny or defer any site plan, building permit, certificate of occupancy, or other development approval requiring utility service unless sufficient capacity has been allocated in writing by the City to the applicable phase of development.

14. **Landscaping; Buffers; Irrigation.** Owner shall install and maintain the buffers shown on the Land Use Plan. Additionally, Owner shall install and maintain a thirty-five-foot (35') Class C buffer and tiered walls of no more than six feet (6') in height each in a manner sufficient to substantially screen views of the development from the residences located along the north side of Quail Valley Estates.

Owner shall incorporate drought-tolerant, Florida-Friendly, and Florida native plant materials into all common area landscaping to the greatest extent practicable to minimize irrigation requirements and promote water conservation. Landscaping design shall be substantially consistent with the principles of Florida-Friendly Landscaping, the Florida Native Plant Society's recommendations for native plant usage, the City's New Yard Pattern Book, and other recognized water-conservation and sustainable landscaping practices. Owner shall install, or cause to be installed, rain sensors on automatic irrigation systems within the common areas of the Property. Further, Owner agrees that any declaration of restrictive covenants applicable to the Property shall permit landscaping installations that are in accordance with the requirements of this Section and shall require the installation of rain sensors on all automatic irrigation systems.

All landscaping located within the common areas of the Property shall be maintained by the Owner and/or POA. Such maintenance shall include, without limitation, the replacement and replanting

of any landscaping that dies, becomes unsightly, is damaged, or is removed for any reason, all at the sole expense of the Owner and/or POA.

15. **Environmental.** Owner will comply with all local, state, regional, and federal requirements regarding any environmental issues affecting the Property. Moreover, Owner agrees to use all reasonable efforts to preserve on site or to relocate any gopher tortoises on the Property and to not seek an incidental take permit without first obtaining the consent of City. Owner acknowledges that City has adopted Ordinance 2006-22, which provides for specific requirements and protections relating to listed species, and agrees that it shall comply with such ordinance. No construction or development activity shall occur within a floodplain except as specifically authorized through the applicable City and SJRWMD permitting processes, including any required compensating storage.

16. **Grading.** Except for the specific modifications stated in this Section, all grading and retaining walls shall comply with the City's LDRs. Grading shall be allowed to a maximum of fifteen feet (15'), except that localized cut and fill areas not exceeding sixteen feet (16') shall be permitted without requiring a variance. Retaining walls shall not exceed six feet (6'). Retaining walls shall consist of gray segmental block walls, Big Block gravity walls, or a combination thereof. Any grading tracts shall allow lots to be as level as possible while complying with City's grading limitations and accounting for topographic changes within the grading tracts. Any such tracts shall be landscaped and maintained by Owner or the POA in such a manner as to prevent erosion, and such maintenance shall include, but is not limited to, the replacement and replanting of any trees and/or shrubs that die, become unsightly, or are removed for any reason.

17. **Stormwater Management.** Owner agrees to provide, at Owner's expense, a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District ("SJRWMD"). Impacts to flood plains are allowed in accordance with the SJRWMD procedures for compensating storage and will be based on the 100-year floodplain established by FEMA.

18. **Other Municipal Facilities; Services.** The City hereby agrees to provide, either directly or through its franchisees or third-party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other property owners within the City.

19. **Concurrency.** Owner shall comply with all applicable concurrency requirements pursuant to the City's LDRs. A complete concurrency study conforming to the City's LDRs will be required prior to any preliminary plat approvals or construction plan approvals. Owner shall ensure that all traffic concurrency studies conducted reflect all planned and approved development in the area.

20. **Signage.** Owner shall ensure that all signage for the Property is located upon lands owned by either Owner or the POA and complies with the City's Code and LDRs.

21. **Compliance with City Laws and Regulations.** Except as expressly modified herein, all development of the Property shall be subject to the regulations of county, state, and federal agencies, as well as with the City LDRs and City Code provisions, as such City LDRs and City Code provisions exist at the time of the execution of this Agreement. The City may apply subsequently enacted LDRs and City

Code provisions to the Property in accordance with section 163.3233, Florida Statutes, or as may be otherwise agreed to in writing by Owner.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties relating to this Agreement.

23. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

24. **Waiver; Modification.** The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive in writing the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

25. **Binding Effect; Assignability.** This Agreement, once effective, shall bind and benefit the parties and their respective successors and permitted assigns and shall run with the land. Owner may assign this Agreement to a successor acquiring all of Owner's interest in the Property only if the successor assumes all obligations under this Agreement in a written instrument recorded in the Public Records of Lake County and delivered to the City. Any partial assignment or assignment not accompanying a conveyance of the applicable portion of the Property requires the City's prior written consent. No assignment releases Owner from obligations arising before the effective date of the assignment. Owner consents to the placement of a claim of lien on the Property upon default without limiting any other City remedy. In addition to all other available remedies, the City may withhold, suspend, or decline to issue development approvals, permits, inspections, or certificates of occupancy for any portion of the Property while a material violation of this Agreement remains uncured. The City may also seek injunctive relief or specific performance.

26. **Development Approvals.** This Agreement shall, in no manner, constitute development approval from the City regarding the Property.

27. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida and venue for any dispute arising out of this Agreement is the appropriate court in Lake County, Florida.

28. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted by facsimile, or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service from which a receipt must be obtained, and addressed as follows:

TO CITY:

City of Minneola  
800 U. S. Highway 27  
Minneola, FL 34715  
Telephone: (352) 394-3598



Email: mjohnson@minneola.us

With a copy to: Stone & Gerken, P.A.  
4850 N. Highway 19A  
Mount Dora, FL 32757  
Telephone: (352) 357-0330  
Email: scott@stoneandgerken.com

TO OWNER: Grassy Lake Holdings, LLC  
339 Broadway Avenue  
Orlando, Florida 32803  
Email: MStacy@cfb-inc.com

With a copy to: Annil C. Sawh  
15502 Campden St  
Winter Garden, Florida 34787

TO DEVELOPER: Pelican Industrial  
436 E 36th St  
Charlotte, NC 28205  
Telephone: (843) 469-2517  
Email: dthigpen@pelindustrial.com

With a copy to: Bret Jones, P.A.  
700 Almond Street  
Clermont, FL 34711  
Telephone: (352) 394-4025  
Email: bjones@bretjonespa.com

29. **Attorney's Fees.** In the event of any dispute hereunder for any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

30. **Term of Agreement.** The term of this Agreement shall commence on the latest of: (i) execution by the City and Owner; (ii) Owner's acquisition of legal title to the FDOT Parcel by recorded deed; (iii) annexation of the FDOT Parcel into the City; (iv) the effective date of all applicable comprehensive plan and zoning amendments; and (v) recording of this Agreement (the "Commencement Date"). The Agreement shall terminate thirty (30) years after the Commencement Date unless extended by mutual written agreement following the public hearings required by section 163.3225, Florida Statutes. If the Commencement Date has not occurred within two (2) years after the Execution Date, this Agreement shall automatically terminate unless extended by written agreement approved by the City.

31. **Exhibits**. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF MINNEOLA, FLORIDA,**  
a Florida Municipal Corporation

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Kristine Thompson, City Clerk

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Scott A. Gerken, City Attorney



Signed, sealed and delivered in our presence:

**GRASSY LAKE HOLDINGS, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: Major Stacy Holdings, LLC, a Florida limited  
liability company, as Authorized Member of  
Grassy Lake Holdings, LLC

\_\_\_\_\_  
Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Major Stacy, P.E., Manager of Major Stacy  
Holdings, LLC

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐  
online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Major Stacy, P.E., as Manager of  
Major Stacy Holdings, LLC, as Authorized Member of Grassy Lake Holdings, LLC, who is ☐ personally  
known to me or ☐ has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered in our presence:

**GRASSY LAKE HOLDINGS, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: Absolute Property Solutions LLC, a Florida  
limited liability company, as Authorized  
Member of Grassy Lake Holdings, LLC

\_\_\_\_\_  
Witness: \_\_\_\_\_  
LLC Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Jason Edwards, Manager of Absolute  
Property Solutions

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Jason Edwards, as Manager of Absolute Property Solutions LLC, as Authorized Member of Grassy Lake Holdings, LLC, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

**FDOT PARCEL:**

THAT PART OF: THE SOUTH 12.7 ACRES LYING E OF THE COUNTY ROAD, IN THE NW 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST", LYING IN LAKE COUNTY, FLORIDA LYING WITHIN 220 FEET E OF THE SURVEY LINE OF STATE ROAD 25, SECTION 11200; S OF STATION 64+90.00 AND N. OF STATION 61+70.00 SAID SURVEY LINE AND SAID STATIONS BEING DESCRIBED AND LOCATED AS FOLLOWS: BEGIN ON THE N LINE OF THE NW 1/4 OF THE SW 1/4 OF SECTION 6, T22S, R26E, AT A POINT 405.38 FEET E OF THE NW CORNER OF SAID NW 1/4 OF THE SW 1/4 THENCE RUN S 13 DEGREES 58'00" E, A DISTANCE OF 912.54 FEET TO STATION 64+90.00; THENCE CONTINUE S 13 DEGREES 58'00" E, A DISTANCE OF 320 FEET TO STATION 61+70.00; THENCE CONTINUE S 13 DEGREES 58'00"E, A DISTANCE OF 100 FEET.

CONTAINING 48,640 SQ. FT. (1.199 ACRES), MORE OR LESS, EXCLUSIVE OF ROAD RIGHT OF WAY.

**CITY PARCELS:**

PARCEL 1 (Lake County Alternate Key 1031265):

THAT PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA LYING EAST OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 25 (U.S. HIGHWAY NO. 27). LESS AND EXCEPT THE NORTH 570 FEET THEREOF AND THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA.

THE ABOVE PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE NW 1/2 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THENCE N.00 DEGREES 09'20" E. ALONG THE EAST BOUNDARY OF THE SAID NW 1/4 OF THE SW 1/4, A DISTANCE OF 751.72 FEET TO THE SOUTH BOUNDARY OF THE NORTH 570 FEET OF THE SAID NW 1/4 OF THE SW 1/4, THENCE N. 89 DEGREES 50'01" W. ALONG THE SAID SOUTH BOUNDARY, 704.47 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. HIGHWAY NO. 27), THENCE S. 14 DEGREES 00'27" E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE 307.47 FEET TO THE NORTHWESTERLY CORNER OF THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA, THENCE N. 75 DEGREES 59'33" E. 152 FEET TO THE NORTHEASTERLY CORNER OF SAID RETENTION AREA, THENCE S. 14 DEGREES 00'27" E. 320 FEET TO THE SOUTHEASTERLY CORNER OF SAID RETENTION AREA, THENCE S. 75 DEGREES 59'33" W. 152.00 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25, THENCE S.

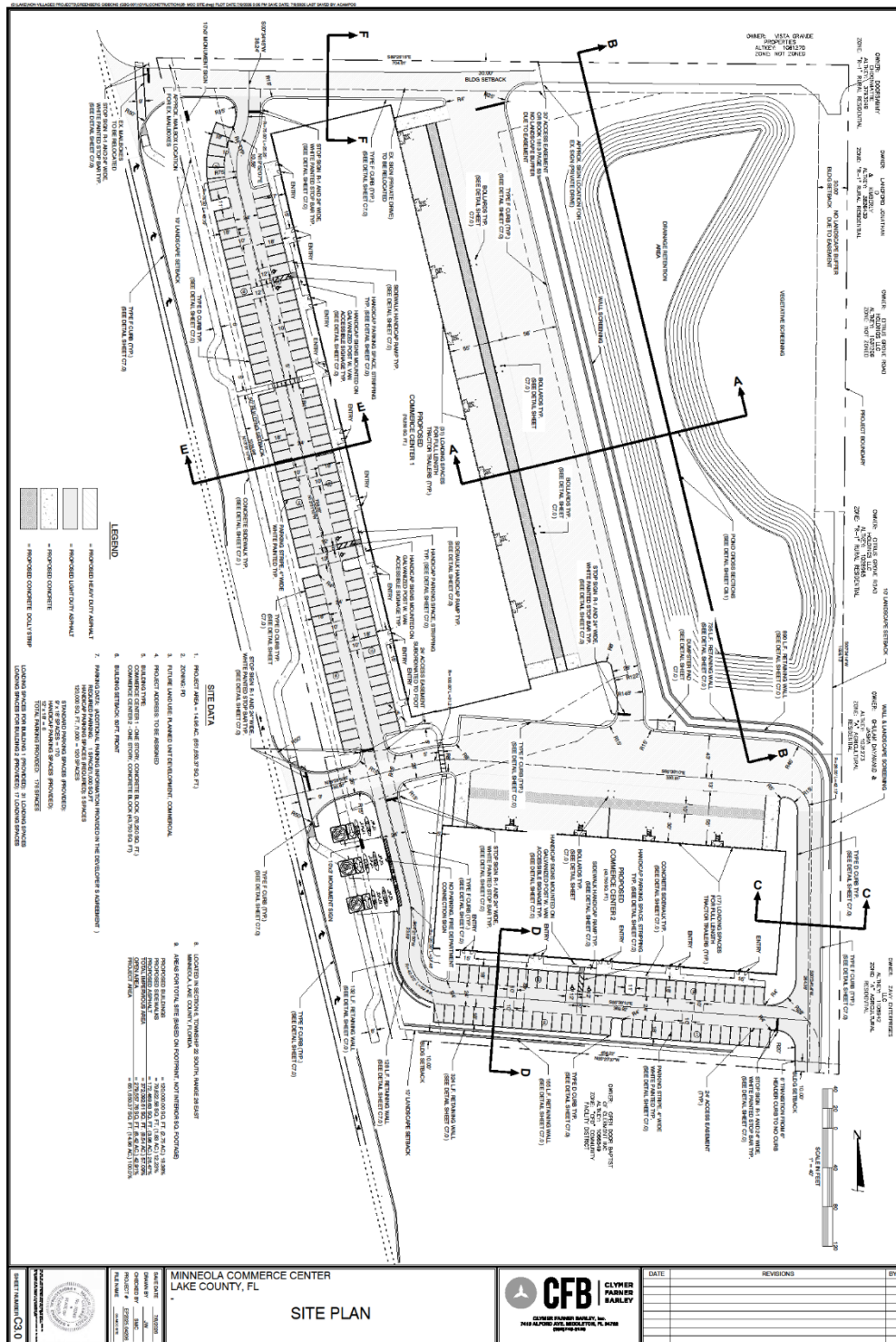


14 DEGREES 00'27" E. ALONG THE SAID RIGHT-OF-WAY LINE 146.26 FEET TO THE SOUTH BOUNDARY OF THE AFORESAID NW 1/4 OF THE SW 1/4 OF SECTION 6, THENCE S. 89 DEGREES 39'42" E. ALONG THE SAID SOUTH BOUNDARY, 515.16 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (Lake County Alternate Key 1031281):

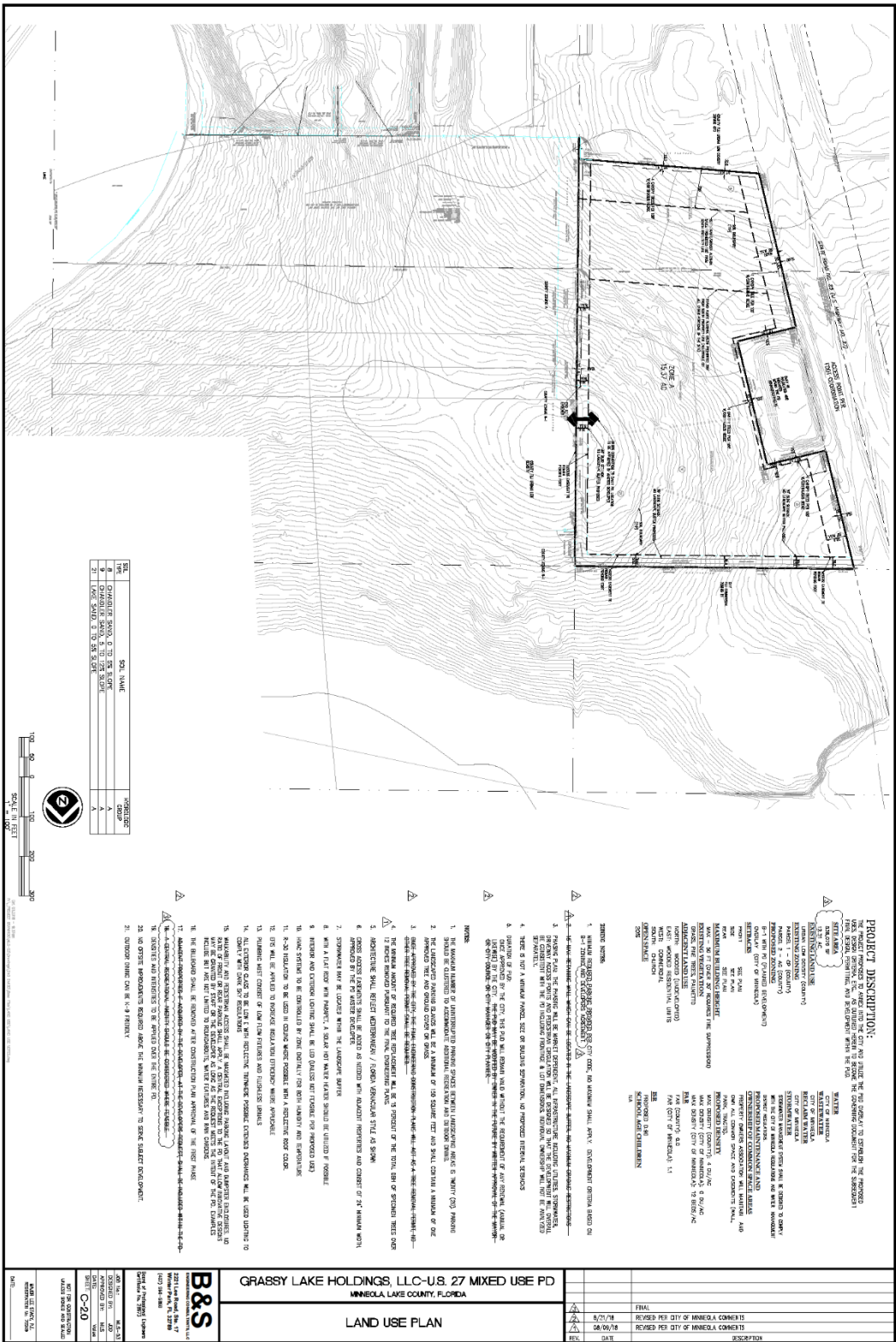
BEGINNING 1044.05 FEET N OF SE CORNER OF SW 1/4 OF SW 1/4, SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN N 85 DEGREES 58' W TO RIGHT-OF-WAY OF HIGHWAY; THENCE NWLY ALONG SAID RIGHT-OF-WAY TO N LINE OF SAID SW 1/4 OF SW 1/4, THENCE E TO NE CORNER OF SAID SW 1/4 OF SW 1/4, THENCE S TO POINT OF BEGINNING.

# EXHIBIT “B” LAND USE PLAN

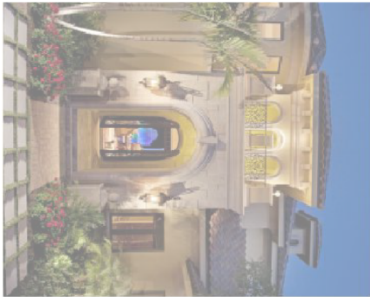
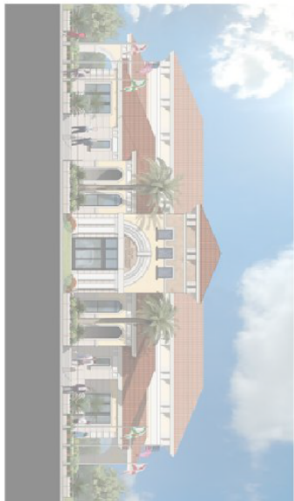
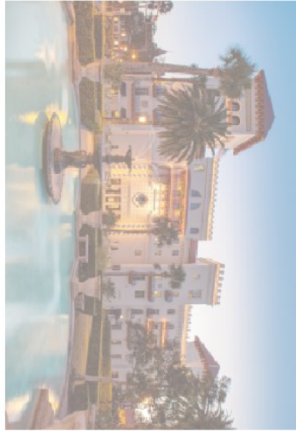








# Mediterranean/Florida Vernacular Style



| B&S                                                                                                                                                  |  | GRASSY LAKE HOLDINGS, LLC-U.S. 27 MIXED USE PD<br>MINNEOLA, LAKE COUNTY, FLORIDA                           |  | ARCHITECTURAL STYLES |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------|--|----------------------|--|
| <b>B&amp;S</b><br>B&S ARCHITECTURAL, LLC<br>2021 S. W. 10th Ave., Suite 100<br>Fort Lauderdale, FL 33304<br>(954) 551-1000<br>www.bandsarchitect.com |  | Project No. 2021-001<br>Date: 01/15/2021                                                                   |  |                      |  |
| PREPARED BY: B&S<br>CHECKED BY: B&S<br>DATE: 01/15/2021<br>SCALE: AS SHOWN<br>SHEET: C-30<br>TOTAL SHEETS: 30                                        |  | DRAWN BY: B&S<br>CHECKED BY: B&S<br>DATE: 01/15/2021<br>SCALE: AS SHOWN<br>SHEET: C-30<br>TOTAL SHEETS: 30 |  |                      |  |
| APPROVED BY: B&S<br>DATE: 01/15/2021                                                                                                                 |  | APPROVED BY: B&S<br>DATE: 01/15/2021                                                                       |  |                      |  |
| REVISIONS:                                                                                                                                           |  | REVISIONS:                                                                                                 |  |                      |  |
| NO. 1<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                 |  | NO. 1<br>DATE: 01/15/2021<br>BY: B&S                                                                       |  |                      |  |
| NO. 2<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                 |  | NO. 2<br>DATE: 01/15/2021<br>BY: B&S                                                                       |  |                      |  |
| NO. 3<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                 |  | NO. 3<br>DATE: 01/15/2021<br>BY: B&S                                                                       |  |                      |  |
| NO. 4<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                 |  | NO. 4<br>DATE: 01/15/2021<br>BY: B&S                                                                       |  |                      |  |
| NO. 5<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                 |  | NO. 5<br>DATE: 01/15/2021<br>BY: B&S                                                                       |  |                      |  |
| NO. 6<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                 |  | NO. 6<br>DATE: 01/15/2021<br>BY: B&S                                                                       |  |                      |  |
| NO. 7<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                 |  | NO. 7<br>DATE: 01/15/2021<br>BY: B&S                                                                       |  |                      |  |
| NO. 8<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                 |  | NO. 8<br>DATE: 01/15/2021<br>BY: B&S                                                                       |  |                      |  |
| NO. 9<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                 |  | NO. 9<br>DATE: 01/15/2021<br>BY: B&S                                                                       |  |                      |  |
| NO. 10<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 10<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 11<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 11<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 12<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 12<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 13<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 13<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 14<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 14<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 15<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 15<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 16<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 16<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 17<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 17<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 18<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 18<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 19<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 19<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 20<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 20<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 21<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 21<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 22<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 22<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 23<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 23<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 24<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 24<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 25<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 25<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 26<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 26<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 27<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 27<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 28<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 28<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 29<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 29<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |
| NO. 30<br>DATE: 01/15/2021<br>BY: B&S                                                                                                                |  | NO. 30<br>DATE: 01/15/2021<br>BY: B&S                                                                      |  |                      |  |

LAND USE PLAN

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), by and between the **CITY OF MINNEOLA, a Florida municipal corporation** (“**City**”), whose address is 800 N. U.S. Highway 27, Minneola, Florida 34715, and **Grassy Lake Holdings, LLC** (“**Owner**”), whose address is 339 Broadway Avenue Orlando, Florida 32803.

### RECITALS

**WHEREAS**, the City and Owner entered into that certain Development Agreement dated October 18, 2018, and recorded in Official Records Book 5198 Page 628-641 of the Public Records of Lake County, Florida (the “**Development Agreement**”); and

**WHEREAS**, the parties desire to amend certain provisions of the Development Agreement as set forth herein while ratifying and affirming all remaining terms and conditions thereof; and

**WHEREAS**, the property consists of approximately 1.199 +/- acres located in unincorporated Lake County, Florida (the “**FDOT Parcel**”) and 13.32 +/- acres in the City (Lake County Parcel ID Numbers 06-22-26-0003-000-04700 and 06-22-26-0003-000-06300, collectively, the “**City Parcels**”), as more particularly described and depicted in Exhibit “A” attached hereto and incorporated by reference (collectively, the “**Property**”); and

**WHEREAS**, the City Parcels have a zoning designation on the City Zoning Map of “Planned Development, Commercial” and a future land use designation on the City of Minneola Future Land Use Map of “Planned Development, Commercial”; and

**WHEREAS**, the FDOT Parcel is currently owned by the Florida Department of Transportation (“**FDOT**”). Owner is in the process of acquiring the FDOT Parcel and seeking its annexation into the City, together with a comprehensive plan amendment and rezoning; and

**WHEREAS**, Owner has filed applications for annexation, rezoning, and comprehensive plan amendment for the FDOT Parcel, and if such applications are approved, the proposed development shall be consistent with the City’s Comprehensive Plan, Land Development Regulations (the “**LDRs**”), and this Agreement; and

**WHEREAS**, Owner has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement; and

**WHEREAS**, the City has determined that the annexation of the FDOT Parcel and the overall development of the Property presents, among other things, an opportunity for the City to secure quality planning and growth and a strengthened and revitalized tax base; and



**WHEREAS**, Owner will fund certain public improvements and infrastructure to facilitate the development of the Property; and

**WHEREAS**, Pelican Industrial ("**Developer**") has been authorized by the Owner to seek the approvals contemplated by this Agreement and to develop the Property in accordance with the terms and conditions set forth herein; and

**WHEREAS**, Owner and City believe that it is in the best interest of each party to enable the Property to be developed as further described herein, in accordance with Part II of Chapter 163, Florida Statutes, the "Local Government Comprehensive Planning and Land Development Regulation Act" (the "**Act**"), other applicable Florida Law and the Charter and Code of Ordinances of the City of Minneola, Florida; and,

**WHEREAS**, Owner and City agree that this Agreement shall constitute an Agreement in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

**NOW, THEREFORE**, in consideration of mutual covenants and representations set forth herein and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Authority.** This Agreement is entered into under the authority of the City's Code and under the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes. This Agreement has been approved at two public hearings as mandated which were held on \_\_\_\_\_ and \_\_\_\_\_.
3. **Land Use; Development.** Development of the Property shall be substantially consistent with the land use plan prepared by \_\_\_\_\_, attached hereto as **Exhibit "B"** (the "**Land Use Plan**"). Except as otherwise provided in this Agreement or the Land Use Plan, development of the Property shall be consistent with City's Planned Unit Developments zoning district, the B-1 zoning district, and and the City's Grassy Lake Holdings Mixed Use Commercial Development future land use category, subject to City approval after public hearings and Florida Department of Economic Opportunity ("**DEO**") approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures and approved by DEO before being effective.
4. **Permitted Uses.** The following uses shall be permitted on the Property, subject to applicable site development plan approval, permitting requirements, and any additional conditions set forth herein:
  - (i) All uses permitted within the City's B-1 zoning district as of the Effective Date of this Agreement, together with all uses expressly set forth in this Section 4, regardless of whether such uses are later amended, renamed, reclassified, limited, or removed from the B-1 zoning

district, provided such uses otherwise comply with the terms of this Agreement and applicable state and federal law.

(ii) All light industrial, warehouse, logistics, distribution, fulfillment, flex-space, office, showroom, research and development, contractor, trade, repair, assembly, wholesale, business service, commercial service, and accessory retail and food-service uses of every type and nature, whether now existing or developed in the future, as those terms are generally understood in accordance with their ordinary and customary meanings, including, without limitation, the following:

a) Uses involving the manufacturing, processing, fabrication, assembly, production, finishing, treatment, packaging, repackaging, repair, refurbishment, research, testing, storage, handling, or other light industrial or flex industrial use of goods, materials, equipment, products, or components, together with any activities customarily incidental or accessory thereto.

b) Uses involving the receipt, storage, inventory management, handling, packaging, repackaging, fulfillment, pick-and-pack operations, cross-docking, cold storage, staging, or shipment of goods, materials, products, equipment, or merchandise, together with any activities customarily incidental or accessory thereto.

c) Uses involving the receipt, sorting, consolidation, deconsolidation, transfer, dispatch, logistics, transportation coordination, courier activity, fleet support, fulfillment, or distribution of goods, materials, products, equipment, or merchandise by any lawful means, together with any activities customarily incidental or accessory thereto; provided, however, that nothing herein shall be construed to permit an airport, rail yard, seaport, solid-waste landfill, or similar major transportation or heavy-industrial use not otherwise consistent with the Land Use Plan.

d) Uses involving executive, administrative, professional, governmental, financial, medical, scientific, engineering, technological, educational, training, research, design, sales, marketing, customer service, or other business operations, together with any activities customarily incidental or accessory thereto.

e) Uses involving the provision of services to businesses, industries, governmental entities, or the general public, including business, contractor, trade, maintenance, repair, installation, equipment rental, financial, hospitality, food service, personal, and other commercial services, together with any activities customarily incidental or accessory thereto.

f) Without limiting the generality of the foregoing, the industry sectors and representative uses classified under the following North American Industry Classification System ("NAICS") sectors and code families, and any successor, replacement, recodified, renumbered, or equivalent classification thereof, shall be permitted uses on the Property:

1) Sector 23 - Construction, including general contractors, building equipment contractors, specialty trade contractors, and related office, storage, showroom, fabrication, assembly, fleet, and contractor-yard functions conducted within enclosed buildings or customary screened outdoor areas;

2) Sectors 31-33 - Manufacturing, including without limitation food manufacturing; beverage manufacturing; apparel and textile product manufacturing; wood product manufacturing; printing and related support activities; chemical and allied product manufacturing to the extent lawful and not constituting a hazardous waste treatment, storage, or disposal facility; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing; fabricated metal product manufacturing; machinery manufacturing; computer and electronic product manufacturing; electrical equipment, appliance, and component manufacturing; transportation equipment manufacturing; furniture and related product manufacturing; medical device manufacturing; and miscellaneous manufacturing;

3) Sector 42 - Wholesale Trade, including merchant wholesalers, durable and nondurable goods distributors, building material distributors, industrial supply distributors, office and business supply distributors, equipment distributors, and showroom / warehouse combinations;

4) Sectors 44-45 - Retail Trade, but only to the extent such use is otherwise consistent with this Agreement, the B-1 uses incorporated herein, and the character of a shallow-bay industrial and flex commercial project, including accessory retail, showroom retail, trade-counter sales, convenience retail, and related sales and service uses;

5) Sectors 48-49 - Transportation and Warehousing, including general warehousing and storage, refrigerated warehousing and storage, other warehousing and storage, fulfillment centers, third-party logistics providers, moving and storage services, local messenger and courier services, and freight, dispatch, and logistics support operations;

6) Sector 53 - Real Estate and Rental and Leasing, including equipment rental, leasing offices, and storage-related leasing activities;

7) Sector 54 - Professional, Scientific, and Technical Services, including engineering services, architectural and design services, surveying and mapping, testing laboratories, product development, research and development, environmental consulting, and technology-oriented office and lab uses;

8) Sector 56 - Administrative and Support and Waste Management and Remediation Services, including business support services, facilities support services, security services, packaging and labeling services, call-support



operations, and non-hazardous waste-related services ancillary to on-site business operations, but excluding any landfill, transfer station, incinerator, or hazardous waste treatment, storage, or disposal facility;

9) Sector 61 - Educational Services, limited to vocational education, training centers, trade schools, learning centers, and other instructional uses otherwise compatible with the Property;

10) Sector 62 - Health Care and Social Assistance, limited to outpatient clinics, therapy offices, diagnostic services, and similar non-residential health care uses otherwise permitted by this Agreement;

11) Sector 72 - Accommodation and Food Services, limited to cafés, coffee shops, catering kitchens, food preparation uses, and only if otherwise expressly allowed herein as permitted or conditional uses; and

12) Sector 81 - Other Services (except Public Administration), including appliance repair, electronic repair, equipment repair, personal services, pet-related services, and similar service-commercial uses otherwise consistent with this Agreement.

(iii) The following additional uses, whether as principal uses, accessory uses, or components of mixed flex-space occupancy, subject to applicable site plan approval and permitting requirements:

a) Appliance/Electronic Repair Shop - A retail establishment offering for compensation the repair services of small appliances and electronic equipment, with such repair generally occurring on the premises.

b) Business Service - An establishment where the performance of duties related to business operations are provided within or outside the confines of such an establishment and may include, but not be limited to, business machine repair, computer service and repair, microfilming, secretarial and typing service, and telephone answering service.

c) Consumer Services and Repair - An establishment engaged in the repair of household appliances, furniture, and similar items, excluding repair of motor vehicles. Typical uses include apparel repair and alterations, appliance repair, bicycle repair, clock and watch repair, furniture repair and reupholsters, shoe repair. Establishments for the drop off of personal apparel to be cleaned at another location only, diaper service offices only (laundering to be performed at another location,) carpet cleaning services drop off only or rental of equipment for installed carpet.

d) Health/Exercise Club – An establishment which provides for athletic and physical force training or health and recreational exercise. This term may include, but is not limited to, the terms “aerobics instruction,” “dance instruction,” “fitness center,” “gymnasium (private),” “gymnastics school,” “karate,” “martial arts,” “self-defense instruction,” and “weight room.”

e) Medical Office/Clinic – Establishment where the diagnosis and treatment of human patients occurs without the provision of overnight care facilities and may include, but not be limited to, the services of acupuncture, alcoholism counseling, chiropractor, dental office and clinic, family planning, medical doctor office, mental health clinic, occupational therapist, speech and language pathologist, walk-in medical center, and weight control service.

f) Office – An establishment where services are performed involving predominantly administrative, professional, or clerical operations for a business, government, industry, profession or service and are allowed under the B-1 zoning.

g) Office Complex – Any office development containing three or more tenant spaces that are under common land ownership or that share common property frontage and are allowed under the B-1 zoning.

h) Office Supply – An establishment which offers the sale of materials predominantly used by the office community and may include, but not be limited to, the sale of accounting and bookkeeping materials, business forms, systems, and machines, computer equipment and supplies, inserting and mailing machines, office furniture, and typewriters.

i) Personal Service – An establishment which provides for the care of a person or a person’s apparel, and may include, but not be limited to, beauty shop/barber shop, nail salon, tanning salon, alterations, and shoe repair. Personal services shall also include drop-off only establishments for laundry and dry cleaning services.

j) Professional Office – An establishment providing executive, management, administrative, or professional services, but not including medical or dental services or the sale of merchandise, except at incidental to a permitted use. Typical uses include offices for accountants, economic consultants and stockbrokers; attorneys; engineers, architects, surveyors, draftsmen, industrial designing, model making, planners, sculptors and artists, editorial and general designing, ceramic arts, and photographers; advertising agencies, insurance, real estate and/or escrow or abstract offices; secretarial and telephone answering services; and mortuaries and funeral homes.

k) Retail, Convenience – An establishment serving a limited market area and engaging in the retail sale or rental, from the premises, of frequently or recurrently needed items for household use. Typical uses include, but are not limited to, drugstores, apparel and cosmetic stores, bookstores, newsstands, flower shops, video rental stores.

l) Retail Sales or Services – An establishment engaged in the selling of products and services to the public for personal or household consumption, including, but not limited to, newsstand/bookstore, xerographic printing, clothing stores, drugstores, home electronic equipment, food/grocery stores, and sporting goods.

m) Adult/Vocational Education – An establishment for the instruction or guidance in an occupation, profession, civic activity or art form, and may include, but not be limited to, the teaching of a trade apprenticeship, acting-drama, citizenship, cooking, and music and voice. Division 12. Sec. 102-342 of the Code of Minneola applies.

The following uses shall be permitted as conditional use or special exception uses upon approval by the City Council, in accordance with otherwise applicable City procedures, except that no separate amendment to this Agreement shall be required solely because a listed use is pursued as a conditional use or special exception:

(i) Commercial Recreation Facility – An establishment which provides indoor or outdoor opportunities for casual entertainment by patrons of all ages, and may include, but not be limited to, an amusement park, bingo club, bowling alley, game room, go-cart track, miniature golf, pool hall, skateboard park, skating rink and video games; however if the facility includes a video arcade, it may not constitute more than 40 percent of the included activities.

(ii) Day Care Center – An arrangement or establishment which provides child care for more than five children unrelated to the operator, for compensation, and for a period of less than 24 hours. Such a facility must be licensed by the State Department of Health and Rehabilitative Services and comply with their requirements, pursuant to F.S. § 402.305, or as amended. This term may include, but not be limited to, child-care center, day care services, day nurseries, kindergartens, nursery school, playschool and preschool.

(iii) Gun Range – A facility, including accessory buildings, for shooting by sportsmen located indoors.

(iv) Kennel, Boarding – Premises which provide for the boarding of more than three domesticated animals, whether for profit or personal use and does not include pet day care and boarding facilities, as defined herein.

(v) Kennel, Breeding – Premises which provide for the breeding, buying, raising or selling of more than three domesticated animals, whether for profit or personal use.

(vi) Laboratory/Research and Development - An establishment engaged in the investigation, testing, and experimentation of the natural, physical, or social sciences, or engaged in engineering and development as an extension of investigation with the objective of creating products. This type of facility may include, but not be limited to asphalt and concrete testing, foundation testing, material testing, and soils, geology, and groundwater testing.



(vii) Learning Center - A learning center is an establishment that allows students to engage in activities that enrich their learning. Such activities could include but not be limited to reading or math tutoring.

(viii) Motor Vehicle, Boat Sales - An area used for the display, sale or rental of new or used motor vehicles and boats in operable condition and where no repair work is done. This must follow Chapter 18 of the Land Use Regulations.

(ix) Motor Vehicle Dealer Sales - An establishment for the sale of new or used vehicles together with on-premises repair facilities, including paint and body shop. This must follow Chapter 18 of the Land Use Regulations.

(x) Motor Vehicle Repair Facility - An establishment where major mechanical overhaul and repairs, paint and body work, or rebuilding of vehicle components is done.

(xi) Pet Day Care and Boarding Facilities - Personal service use facility where domesticated animals are supervised and cared for during the day, which is operated for the purpose of providing overnight lodging for domesticated animals, and is distinct from kennel, boarding, as defined herein.

(xii) Research Service - An Establishment engages in research of an industrial or scientific nature, other than medical testing and analysis and routine product testing, which is offered as a service or which is conducted by and for a private, profit oriented firm.

(xiii) Retail Home Building Materials - An establishment which offers for retail sale materials and equipment for home and garden construction and maintenance and may include but not be limited to, aluminum, cabinets, caulking material and equipment, garden supplies, and topsoil. Plant materials sold at such an establishment could be grown on premises in a field or greenhouse.

(xiv) Retail Nurseries and Garden Supplies - An establishment which offers to the public for retail sale plants and/or associated materials and may include, but not limited to, fences, fill material, firewood, gravel, sand, rock products, lawn and garden supplies, and topsoil. Plant material sold at such an establishment could be grown on the premises in a field or greenhouse.

(xv) Shopping Center - Any commercial building or development housing two or more tenants on a single ownership parcel.

(xvi) Veterinary Clinic - An establishment for the medical and surgical treatment of sick or injured animals where limited overnight facilities are provided in association with such treatment. This term may include, but not be limited to, the terms "veterinarian office," "veterinary hospital," and "animal clinic," but shall not include the term "kennel".

(xvii) Wholesale Sales – An establishment who sells products primarily to consumers, but also to businesses, at discount prices. Items include, but are not limited to, food, bottle water, toiletries, prescription and non-prescription drugs, eye glasses, furniture, appliances, and tires.

(xviii) Wireless Antennas, Towers, and Equipment (Cell Towers). Chapter 130 Telecommunications in the City LDRs applies.

For the avoidance of doubt, any lawful use that is functionally consistent with the industrial, warehouse, logistics, distribution, fulfillment, office, showroom, contractor, research and development, wholesale, retail, restaurant, medical office, educational, service-commercial, or other uses described in this Section 4 shall be deemed a permitted use if such use: (A) falls within a NAICS sector, code family, successor code, or equivalent classification expressly identified herein; or (B) is reasonably determined by the City Manager or Planning Director to be substantially similar in character and impact to a use expressly listed herein. In the event of ambiguity, this Agreement shall be interpreted to permit, rather than prohibit, uses that are consistent with the overall character of the Property as a shallow-bay industrial and flex commercial development.

Notwithstanding anything herein to the contrary, the following shall not be permitted on the Property unless this Agreement is further amended in writing: solid waste landfills, hazardous waste treatment/storage/disposal facilities, junkyards, salvage yards, asphalt plants, concrete batch plants, mining operations, adult entertainment establishments, correctional facilities, truck stops, truck terminals serving as principal uses, airports, rail yards, and other heavy industrial uses materially inconsistent with the Land Use Plan.

5. **Development Standards.**

(i) Building Setback Minimums:

- (a) West: 50 feet (50')
- (b) North: 30 feet (30')
- (c) East: 30 feet (30')
- (d) South: 10 feet (10')

(ii) Landscape Buffers:

- (a) West: 10 feet (10')
- (b) North: 0 feet (0'), as a result of the existing access easement.
- (c) East: 10 feet (10'), except no landscape buffer shall be required within the existing access easement area.
- (d) South: 10 feet (10')

- (iii) Maximum Height: Fifty feet (50')
- (iv) Minimum Open Space: Twenty percent (20%)

(v) Parking. Parking shall be provided at a minimum ratio of one (1) parking space per 1,000 square feet of gross floor area. Additional parking may be provided in excess of the minimum required ratio, as determined appropriate by the Owner and/or Developer, and such additional parking shall not require a deviation, variance, amendment to this Agreement, or additional approval from the City. Parking lot landscape islands shall be required at intervals of no less than one (1) landscape island for every 20 parking spaces. The minimum parking space depth shall be seventeen feet (17'), provided an adjacent sidewalk or pedestrian area of sufficient width is provided to accommodate vehicle overhang.

## 6. Design Standards.

(i) Building Materials. The exterior elevations of all principal buildings visible from a public street or public right-of-way shall consist primarily of painted concrete tilt-wall panels, together with such complementary architectural materials, colors, and finishes as are approved through the applicable site development plan process. This requirement shall apply only to public street-facing and public right-of-way-facing building elevations and shall not apply to any loading dock walls or service areas, regardless of whether such loading dock walls or service areas are visible from a public street or public right-of-way.

(ii) Color Scheme. Building colors shall consist of a gray-toned color palette and shall be selected from one or more of the following Sherwin-Williams colors: Gray Shingle #7670, March Wind #7668, and Fleur De Sel #7666, as reflected on Owner's and/or Developer's approved finish board. If a listed Sherwin Williams paint color is unavailable, the City may approve alternate colors within the City's reasonable discretion, provided such substitute colors are consistent with the gray-toned color palette established herein.

(iii) Roofing. Thermoplastic polyolefin ("TPO") roofing systems shall be permitted on all principal and accessory structures within the Property. TPO roofing shall be deemed an approved roofing material for all buildings within the Property, provided such roofing is installed in accordance with applicable building codes and manufacturer specifications.

(iv) Dumpster Enclosures. Owner shall provide refuse receptacles on the Property in such locations as are approved by City within City's reasonable discretion. Refuse receptacles shall be adequately screened from view in a manner approved by the City. Acceptable screening methods include, but are not limited to, painted tilt-wall enclosures with metal gates. No brick, stone, or other architectural embellishments shall be required.

(v) Lift Stations. All lift stations shall be privately owned and maintained by Owner and/or Developer. Lift stations may be constructed of fiberglass or any other material that complies with applicable City standards and specifications. Concrete shall not be required.



7. **Walkability.** Walkability and pedestrian access shall be maximized through the site design, including the layout of buildings, parking areas, sidewalks, and pedestrian connections. Innovative site design features may be approved by the City's Planning Department, provided such features meet the intent of this Agreement and the City's LDRs. Examples include, but are not limited to, roundabouts, water features, rain gardens, and other low-impact development features.

8. **Conservation Methods.** Owner and/or Developer shall incorporate the following conservation measures into the design and development of all climate-controlled spaces within the Property, if applicable:

- (i) Solar hot water heating systems for buildings with flat roofs and parapets, where feasible;
- (ii) Digitally controlled HVAC systems utilizing separate temperature and humidity zones;
- (iii) R-19 roof insulation within office areas and R-10 roof insulation within warehouse areas, with additional insulation as required for future tenant improvements;
- (iv) Exterior Insulation and Finish Systems (EIFS), where applicable, to improve insulation efficiency;
- (v) Low-flow plumbing fixtures and water-conserving, waterless, or flushless urinals, where appropriate for the proposed use;
- (vi) All exterior glazing shall utilize Low-E glass with reflective tint, where practicable; and
- (vii) Buildings shall incorporate extended roof overhangs, where practicable, to reduce solar heat gain.

9. **Property Owners' Association (POA).** A property owners association will be required for the Property. The POA will have the responsibility for all common area maintenance and facility ownership, including but not limited to maintenance of stormwater management areas and easements, drainage easements, sidewalks, trails within and adjacent to the Property, unpaved right-of-way and/or easements, lighting, and all internal roads.

10. **Lighting.** Owner and/or Developer shall install all exterior lighting for the Property as necessary to serve the development. Interior and exterior lighting fixtures shall utilize LED technology unless infeasible for the proposed use. All exterior lighting shall comply with dark sky lighting standards and be arranged to reflect light away from residences to the greatest extent possible while providing lighting adequate illumination for safety within the Property and adjacent rights-of-way.

11. **Right of Way.** Owner and/or Developer shall install and maintain an eight foot (8') multipurpose-trail located along US Highway 27. Cross access easements shall be provided with adjacent properties as necessary and consist of a twenty-four foot (24') minimum width as City requires within

its reasonable discretion. Owner and Developer shall continue to allow access through the Property from the residential property located at 17140 US Highway 27, Clermont, Florida 34715, more particularly identified as Lake County Parcel Number 06-22-26-0003-000-06600 and Alternate Key 1066549, as a method for ingress and egress, and no barriers shall be erected to impede that residential property owner's access.

12. **Utilities.** Owner and its successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "**Utilities**") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing Utilities to the Property or to any property within the City's utility service area established pursuant to Chapter 180, Florida Statutes. No private wells will be allowed within the Property. Developer shall, at Developer's expense: (i) construct all on-site utility facilities (e.g. lift stations and lines), and pay for the extension of facilities from City's current point of connection; and (ii) connect and run all necessary utilities to the entire Property. Owner will be required to extend utilities to the Property and across the entire length of the Property. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. In addition, a twenty foot (20') utility easement shall be dedicated to the City along but outside of the future right-of-way of US Highway 27 (as identified by FDOT at the time of execution of this Agreement) and will be graded at a 10:1 slope. Owner may place landscaping within such utility easement, provided, however, that it does not interfere with City's utilities as determined by City in City's sole discretion, and Owner is aware that any landscaping that interferes with City's utility maintenance shall be immediately removed at City's request. Owner is responsible to replace any landscaping removed for utility maintenance.

13. **Impact Fees.** Owner agrees to pay all impact fees, including water and wastewater, fire rescue, police, recreation, and any impact fees adopted after the execution of this Agreement for all units as building permits are issued for such units at the then existing rate. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No water, wastewater, or any other utility capacity is reserved unless or until such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available.

14. **Landscaping; Buffers; Irrigation.** Owner or Developer shall install and maintain the buffers shown on the Land Use Plan. Additionally, Owner or Developer shall install and maintain a thirty-five-foot (35') Class C buffer and tiered walls of no more than six feet (6') in height each in a manner sufficient to substantially screen views of the development of the Property from the residences located along the north side of Quail Valley Estates. Owner or Developer shall meet or exceed all setback and buffer requirements applicable to the B-1 zoning district, in addition to any other specific buffer requirements set forth herein.

Owner or Developer shall incorporate drought-tolerant, Florida-Friendly, and Florida native plant materials into all common area landscaping to the greatest extent practicable to minimize irrigation requirements and promote water conservation. Landscaping design shall be substantially consistent with the principles of Florida-Friendly Landscaping, the Florida Native Plant Society's recommendations for native plant usage, the City's New Yard Pattern Book, and other recognized water-conservation and sustainable landscaping practices. Owner shall install, or cause to be installed, rain sensors on automatic

irrigation systems within the common areas of the Property. Further, Owner agrees that any declaration of restrictive covenants applicable to the Property shall permit landscaping installations that are in accordance with the requirements of this Section and shall require the installation of rain sensors on all automatic irrigation systems.

All landscaping located within the common areas of the Property shall be maintained by the Owner and/or POA. Such maintenance shall include, without limitation, the replacement and replanting of any landscaping that dies, becomes unsightly, is damaged, or is removed for any reason, all at the sole expense of the Owner and/or POA.

15. **Environmental.** Owner will comply with all local, state, regional, and federal requirements regarding any environmental issues affecting the Property. Moreover, Owner agrees to use all reasonable efforts to preserve on site or to relocate any gopher tortoises on the Property and to not seek an incidental take permit without first obtaining the consent of City. Owner acknowledges that City has adopted Ordinance 2006-22, which provides for specific requirements and protections relating to listed species, and agrees that it shall comply with such ordinance. There shall be no construction in the flood zone.

16. **Grading.** Owner shall comply with all City LDRs regarding grading, including, but not limited to, LDR Sections 122-81 – 122-92 with the exception of grading limitations and maximum height of retaining walls. Grading shall be allowed to a maximum limitation of fifteen feet (15'), except that localized cut and fill areas not exceeding sixteen feet (16') shall be permitted without requiring a variance. Retaining walls shall not exceed six feet (6'), unless a variance is approved by the City. Retaining walls shall consist of gray segmental block walls, Big Block gravity walls, or a combination thereof. Any grading tracts shall allow lots to be as level as possible while complying with City's grading limitations and accounting for topographic changes within the grading tracts. Any such tracts shall be landscaped and maintained by Owner or the POA in such a manner as to prevent erosion, and such maintenance shall include, but is not limited to, the replacement and replanting of any trees and/or shrubs that die, become unsightly, or are removed for any reason.

17. **Stormwater Management.** Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District ("SJRWMD"). Impacts to flood plains are allowed in accordance with the SJRWMD procedures for compensating storage and will be based on the 100-year floodplain established by FEMA.

18. **Other Municipal Facilities; Services.** The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other property owners within the City.

19. **Concurrency.** Owner shall comply with all applicable concurrency requirements pursuant to the City's LDRs. A complete concurrency study conforming to the City's LDRs will be

required prior to any preliminary plat approvals or construction plan approvals. Owner shall ensure that all traffic concurrency studies conducted reflect all planned and approved development in the area.

20. **Signage.** Owner shall ensure that any and all signage for the Property is located upon lands owned by either Owner or the POA and complies with Chapter 118 of the City's Code.

21. **Compliance with City Laws and Regulations.** Except as expressly modified herein, all development of the Property shall be subject to the regulations of county, state, and federal agencies, as well as with the City LDRs and City Code provisions, as such City LDRs and City Code provisions exist at the time of the execution of this Agreement. The City may apply subsequently-enacted LDRs and City Code provisions to the Property in accordance with Section 163.3233, Florida Statutes (2017), or as may be otherwise agreed to in writing by Owner.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties relating to this Agreement.

23. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

24. **Waiver; Modification.** The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive in writing the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

25. **Binding Effect; Assignability.** This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

26. **Development Approvals.** This Agreement shall, in no manner, constitute development approval from the City regarding the Property.

27. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida and venue for any dispute arising out of this Agreement is the appropriate court in Lake County, Florida.

28. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered,



transmitted by facsimile, or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service from which a receipt must be obtained, and addressed as follows:

TO CITY: Mark Johnson, City Manager  
City of Minneola  
800 U. S. Highway 27  
Minneola, FL 34715  
Telephone: (352) 394-3598  
Email: mjohnson@minneola.us

With a copy to: Scott A. Gerken, Esquire  
Stone & Gerken, P.A.  
4850 N. Highway 19A  
Mount Dora, FL 32757  
Telephone: (352) 357-0330  
Email: scott@stoneandgerken.com

TO OWNER: Major Stacy, PE  
Grassy Lake Holdings, LLC  
339 Broadway Avenue  
Orlando, Florida 32803  
Email: MStacy@cfb-inc.com

Annil C. Sawh  
15502 Campden St  
Winter Garden, Florida 34787

TO DEVELOPER: Drew Thigpen, Vice President of Development  
Pelican Industrial  
436 E 36th St  
Charlotte, NC 28205  
Telephone: (843) 469-2517  
Email: dthigpen@pelindustrial.com

With a copy to: Bret Jones, Esquire  
Bret Jones, P.A.  
700 Almond Street  
Clermont, FL 34711  
Telephone: (352) 394-4025  
Email: bjones@bretjonespa.com

29. **Attorney's Fees.** In the event of any dispute hereunder for any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

30. **Term of Agreement.** The term of the Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate thirty (30) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

31. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF MINNEOLA, FLORIDA,**  
a Florida Municipal Corporation

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Scott A. Gerken, City Attorney

Signed, sealed and delivered in our presence:

**GRASSY LAKE HOLDINGS, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: Major Stacy Holdings, LLC, a Florida limited  
liability company, as Authorized Member of  
Grassy Lake Holdings, LLC

\_\_\_\_\_  
Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Major Stacy, P.E., Manager of Major Stacy  
Holdings, LLC

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Major Stacy, P.E., as Manager of Major Stacy Holdings, LLC, as Authorized Member of Grassy Lake Holdings, LLC**, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Signed, sealed and delivered in our presence:

**GRASSY LAKE HOLDINGS, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: Absolute Property Solutions LLC, a Florida  
limited liability company, as Authorized  
Member of Grassy Lake Holdings, LLC

\_\_\_\_\_  
Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Jason Edwards, Manager of Absolute  
Property Solutions LLC

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Jason Edwards, as Manager of Absolute Property Solutions LLC, as Authorized Member of Grassy Lake Holdings, LLC**, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

**FDOT PARCEL:**

THAT PART OF: THE SOUTH 12.7 ACRES LYING E OF THE COUNTY ROAD, IN THE NW 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST", LYING IN LAKE COUNTY, FLORIDA LYING WITHIN 220 FEET E OF THE SURVEY LINE OF STATE ROAD 25, SECTION 11200; S OF STATION 64+90.00 AND N. OF STATION 61+70.00 SAID SURVEY LINE AND SAID STATIONS BEING DESCRIBED AND LOCATED AS FOLLOWS: BEGIN ON THE N LINE OF THE NW 1/4 OF THE SW 1/4 OF SECTION 6, T22S, R26E, AT A POINT 405.38 FEET E OF THE NW CORNER OF SAID NW 1/4 OF THE SW 1/4 THENCE RUN S 13 DEGREES 58'00" E, A DISTANCE OF 912.54 FEET TO STATION 64+90.00; THENCE CONTINUE S 13 DEGREES 58'00" E, A DISTANCE OF 320 FEET TO STATION 61+70.00; THENCE CONTINUE S 13 DEGREES 58'00"E, A DISTANCE OF 100 FEET.

CONTAINING 48,640 SQ. FT. (1.199 ACRES), MORE OR LESS, EXCLUSIVE OF ROAD RIGHT OF WAY.

**CITY PARCELS:**

PARCEL 1 (Lake County Alternate Key 1031265):

THAT PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA LYING EAST OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 25 (U.S. HIGHWAY NO. 27). LESS AND EXCEPT THE NORTH 570 FEET THEREOF AND THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA.

THE ABOVE PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE NW 1/2 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THENCE N.00 DEGREES 09'20" E. ALONG THE EAST BOUNDARY OF THE SAID NW 1/4 OF THE SW 1/4, A DISTANCE OF 751.72 FEET TO THE SOUTH BOUNDARY OF THE NORTH 570 FEET OF THE SAID NW 1/4 OF THE SW 1/4, THENCE N. 89 DEGREES 50'01" W. ALONG THE SAID SOUTH BOUNDARY, 704.47 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. HIGHWAY NO. 27), THENCE S. 14 DEGREES 00'27" E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE 307.47 FEET TO THE NORTHWESTERLY CORNER OF THE DEPARTMENT OF TRANSPORTATION'S WATER RETENTION AREA, THENCE N. 75 DEGREES 59'33" E. 152 FEET TO THE NORTHEASTERLY CORNER OF SAID RETENTION AREA, THENCE S. 14 DEGREES 00'27" E. 320 FEET TO THE SOUTHEASTERLY CORNER OF SAID RETENTION AREA, THENCE S. 75 DEGREES 59'33" W. 152.00 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25, THENCE S.

14 DEGREES 00'27" E. ALONG THE SAID RIGHT-OF-WAY LINE 146.26 FEET TO THE SOUTH BOUNDARY OF THE AFORESAID NW 1/4 OF THE SW 1/4 OF SECTION 6, THENCE S. 89 DEGREES 39'42" E. ALONG THE SAID SOUTH BOUNDARY, 515.16 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (Lake County Alternate Key 1031281):

BEGINNING 1044.05 FEET N OF SE CORNER OF SW 1/4 OF SW 1/4, SECTION 6, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN N 85 DEGREES 58' W TO RIGHT-OF-WAY OF HIGHWAY; THENCE NWLY ALONG SAID RIGHT-OF-WAY TO N LINE OF SAID SW 1/4 OF SW 1/4, THENCE E TO NE CORNER OF SAID SW 1/4 OF SW 1/4, THENCE S TO POINT OF BEGINNING.

**EXHIBIT “B”  
LAND USE PLAN**



# Grassy Lake Holdings Development Agreement

## Side-by-Side Comparison

2018 Development Agreement vs. July 10, 2026 Final GGP Development Agreement / First Amendment

| Topic              | 2018 Development Agreement                                                                                                                                                                           | Proposed First Amendment                                                                                                                                                                                                                            | Assessment / Significance                                                                                                                                                                                                                                                                                                                                                          |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement status   | Original development agreement for annexation; includes conditions precedent tied to annexation, plan amendment and rezoning.                                                                        | Expressly amends the 2018 agreement and ratifies the remaining terms. The former conditions-precedent section is removed and the agreement is renumbered.                                                                                           | Appropriate for an amendment to an already-effective agreement.                                                                                                                                                                                                                                                                                                                    |
| Property           | Approximately 12.31 acres proposed for annexation from unincorporated Lake County.                                                                                                                   | Approximately 13.32 acres within the City. The amendment also includes an unincorporated 1.199-acre FDOT parcel within the “Property” before it is acquired or annexed.                                                                             | Material redefinition of the property. The amendment recital totals approximately 14.52 acres, while Exhibit B2 of the original agreement appears to describe a 22.33-acre / 973,695.65-sf project area. This needs to be clarified/reconciled.                                                                                                                                    |
| Land use framework | Mixed-use PD; development tied to the Grassy Lake Holdings U.S. 27 <u>Mixed Use PD plan, B-1 zoning</u> and <u>Grassy Lake Holdings Mixed Use Commercial Development FLU</u> .                       | Retains B-1/PD framework language but makes development subject to a new Land Use Plan and amended use/standards provisions; overall character is described as shallow-bay industrial and flex commercial.                                          | Fundamental change in intended character of the project. Land Use Plan exhibit is not included with document.                                                                                                                                                                                                                                                                      |
| Permitted uses     | Specific permitted uses included bank, medical/dental clinic, financial service, office, restaurant, retail, health/exercise club, convenience store, professional office and other commercial uses. | Adds broad categories covering light industrial, warehousing, logistics, distribution, fulfillment, flex-space, manufacturing, wholesale, construction/contractor, R&D, office, showroom and service-commercial uses, plus specified NAICS sectors. | New list is much broader for industrial/flex uses and appears to be more future-proof because it incorporates NAICS successors/equivalents. Specifically, the blanket authorization of NAICS Sectors 31–33 appears broader than the stated “shallow-bay industrial and flex commercial” character. However, NAICS is an economic classification system, not an indication of land- |

| Topic                            | 2018 Development Agreement                                                                                                                                                                                                                                                                                                          | Proposed First Amendment                                                                                                                                                                                                                                                                      | Assessment / Significance                                                                                                            |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
|                                  |                                                                                                                                                                                                                                                                                                                                     | Notably, the amendment permits all uses within Sectors 31–33, including food, beverage, textile, wood, printing, chemical, plastics/rubber, mineral products, fabricated metal, machinery, electronics, transportation equipment, furniture, medical devices and miscellaneous manufacturing. | use intensity, and Sectors 31–33 includes uses with substantially different potential impacts.                                       |
| Conditional / special uses       | Included adult/vocational education, adult congregate living, bars/lounges/nightclubs, college/university, commercial recreation, convenience store with fuel, day care, drive-through facilities, hotel, nursing home, office condominiums, motor vehicle uses, shopping center, theater, veterinary clinic, wholesale sales, etc. | Conditional uses focus more heavily on commercial recreation, day care, gun range, kennel/pet care, laboratories/R&D, motor vehicle sales/repair, nurseries/home-building materials, shopping center, veterinary and similar uses.                                                            | Several hospitality/institutional/residential-care and commercial uses appearing in 2018 are no longer expressly identified.         |
| Setbacks / buffers               | Front, side and rear setbacks were generally 'as shown on the LUP.'                                                                                                                                                                                                                                                                 | Fixed building setbacks: west 50 ft, north 30 ft, east 30 ft, south 10 ft. Landscape buffers: west 10 ft, north 0 ft due to existing access easement, east 10 ft with access-easement exception, south 10 ft.                                                                                 | Creates more prescriptive standards; effect should be checked against the actual plan and adjacent properties.                       |
| Height / open space / impervious | 50-ft maximum height; 20% minimum open space; 90% maximum ISR.                                                                                                                                                                                                                                                                      | Retains 50-ft height and 20% open space but removes the explicit 90% ISR cap.                                                                                                                                                                                                                 | Deletion of the ISR cap could materially affect site coverage unless another controlling standard supplies an equivalent limitation. |
| Parking                          | Parking required by code, with no front/rear parking ratio.                                                                                                                                                                                                                                                                         | Minimum 1 parking space per 1,000 sf GFA; additional parking expressly allowed without deviation/variance/amendment; landscape islands at least 1 per 20 spaces; 17-ft stall depth with suitable pedestrian/sidewalk overhang area.                                                           | Creates a specific parking standard tailored to the proposed flex/industrial program.                                                |

| Topic                                              | 2018 Development Agreement                                                                                                                                                                                         | Proposed First Amendment                                                                                                                                                                                                                             | Assessment / Significance                                                                                                                                                                                              |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Architecture                                       | 95% of non-glass architectural facade features to be brick, stone or stucco; no vinyl siding or Hardie Board; residential portions to use Spanish Mediterranean or Florida Vernacular; earth-tone Pantone palette. | Public-facing principal buildings primarily painted concrete tilt-wall; gray Sherwin-Williams palette; TPO roofing permitted; no brick/stone architectural embellishment required for dumpster enclosures; fiberglass lift stations permitted.       | Substantively shifts from mixed-use/residential architectural character to industrial/flex architecture, without providing limited direction regarding building massing, façade articulation and architectural quality |
| Conservation                                       | Conservation provisions embedded in design standards, including solar hot water, digital HVAC, R-30 insulation where possible, EIFS, low-flow fixtures, LED lighting, Low-E glass and extended overhangs.          | Creates separate conservation section; retains solar hot water, digital HVAC, EIFS, low-flow fixtures, Low-E glazing and overhangs, but changes insulation to R-19 office/R-10 warehouse and generally uses 'where feasible/practicable' qualifiers. | Environmental commitments remain but are re-tailored to office/warehouse uses and are generally less prescriptive on insulation.                                                                                       |
| Walkability / access                               | 8-ft US 27 multipurpose trail, trail/sidewalk lighting, 24-ft cross-access easements.                                                                                                                              | Retains 8-ft trail and 24-ft cross-access concept and adds continuing obligation to preserve access for residential property at 17140 US 27.                                                                                                         | Adds a specific off-site/adjacent-property access protection.                                                                                                                                                          |
| Landscaping / screening                            | Buffers shown on plan; drought-tolerant landscaping encouraged; Florida-Friendly Landscaping referenced; common-area maintenance by Owner/POA.                                                                     | Adds 35-ft Class C buffer and tiered walls up to 6 ft to substantially screen views from Quail Valley Estates; requires compliance with B-1 setbacks/buffers and expands native/Florida-Friendly landscaping language.                               | Strengthens buffering/screening commitments, particularly for the northern residential interface.                                                                                                                      |
| Grading                                            | Maximum grading limitation 25 ft; retaining walls 6 ft unless varied; 3:1 maximum slope; uniform retaining-wall color/texture.                                                                                     | Maximum grading limitation reduced to 15 ft, but localized cut/fill areas up to 16 ft are allowed without variance; 6-ft retaining-wall limit retained; gray segmental block/Big Block gravity walls authorized; 3:1 slope provision removed.        | Reduces overall grading envelope while adding a specific 16-ft localized exception and changing wall materials.                                                                                                        |
| Utilities / impact fees / stormwater / concurrency | Utility extension, private lift stations, impact fees, stormwater and concurrency obligations established.                                                                                                         | Core obligations are substantially retained, with wording updates and the developer identified as responsible for utility construction/extension.                                                                                                    | Substantively unchanged in the documents reviewed.                                                                                                                                                                     |

| Topic                 | 2018 Development Agreement                                                                                                           | Proposed First Amendment                                       | Assessment / Significance                                                                                             |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Regulatory compliance | Generally applies City LDRs and Code as of execution, with later regulations potentially applicable under §163.3233 or by agreement. | Same basic framework is retained.                              | Substantively unchanged in the documents reviewed.                                                                    |
| Term                  | 10 years, with extension by mutual consent and public hearing.                                                                       | 30 years, with extension by mutual consent and public hearing. | Major increase in the duration of the City's contractual commitment and the project's development rights/obligations. |

EXHIBIT COMPARISON

| Document     | Exhibit                              | What it shows                                                                                                                                                                                                                                                                                       |
|--------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DA Amendment | Exhibit A                            | Legal Description                                                                                                                                                                                                                                                                                   |
|              | Exhibit B – Land Use Plan            | Provided as a separate attachment. 2026 Land Use Plan shows the pond being covered under the agreement and proposed for annexation. Uses have been updated to reflect the additional of I-1 uses. The acreage has been updated to 12.284 acres for the PUD area plus 1.117 acres for the FDOT pond. |
| Original DA  | Exhibit B1 – Cover / location sheet. | Identifies the U.S. 27 Mixed Use PD and project team information.                                                                                                                                                                                                                                   |
|              | Exhibit B2 – Land Use Plan           | 2018 Land Use Plan shows a site configuration extending south of the area covered in the FLUM and PD amendment application, with Zone A and Zone B areas adding up to approximately 22.33 acres / 973,695.65 sf.                                                                                    |
|              | Exhibit B3 – Architectural style     | Photographic examples labeled 'Mediterranean/Florida Vernacular Style.                                                                                                                                                                                                                              |

**Source note:** This comparison is not a legal opinion.





**To:** GGW Flex Holdings, LLC  
**From:** Eric Raasch, AICP, Inspire Project Manager  
**CC:** Joyce Heffington, AICP; Tom Grimms, AICP; Gabriela Castro, AICP  
**Date:** August 26, 2026  
**Reference:** Minneola Commerce Center US N 27 (Inspire Case #240b)

We have conducted a third review of the **Site Plan** for the above-referenced project. This project is located in the PUD-C zoning district and Planned Unit Development Commercial Future Land Use category. The proposed Project ±13.4-acre development site will consist of 120,000 square feet (SF) of light industrial space in two buildings (76,250 SF and 43,750 SF). The applicant is also proposing a Future Land Use Map (FLUM) amendment and rezoning to PUD – Industrial with an associated updated Development Agreement that will determine the standards for review of this SP application. No site visit was conducted. The following review is based on the applicant’s letter of response to staff comments, dated July 14, 2026.

## Planning

### General Comments

1. This application relies on the annexation of the FDOT stormwater pond within the U.S. 27 right-of-way. No application for annexation has been received at this time. *Inspire recommends that any recommendation on this SP application be contingent on the annexation.*
2. A portion of the subject property is owned by FDOT. *Please submit authorization from FDOT for this SP request.*
3. The applicant has submitted a proposed Development Agreement establishing revised land use, development, and site design standards for the property. The Development Agreement is currently under review and has not yet been approved. The Development Agreement and site plan applications may be processed concurrently; however, the current site plan cannot be approved based on standards contained in the proposed Agreement until the Agreement and all applicable associated entitlements become effective. *Inspire recommends that any approval of this Site Plan be contingent on the approval of the Development Agreement containing the standards that support the proposed site design. Any changes to the terms of the DA will require additional revisions and review of this SP.*

4. In response to a previous Inspire comment pointing to the absence of required concurrent applications, the applicant separately submitted a Future Land Use Map amendment and PD modification application. Inspire has reviewed these applications, together with the draft Development Agreement included in the resubmittal. Comments have been provided separately. *The applications may be processed concurrently, but Inspire defers to the City Attorney's Office on application sequencing.*
5. The total number of bays is not listed. It appears that Commerce Center 1 has 17 entryways and Commerce Center 2 has 10 entryways leading to the conclusion that the maximum possible bays is 17. *Please list the total number of bays on Sheet C3. This number will also be used as the maximum number of tenants.*
6. The applicant has acknowledged that a permit from FWC will be required. *Informational comment. No response is necessary.*
7. No sign package was provided with the second resubmittal. Directional and regulatory sign types and locations are noted on Sheet C3 of the first resubmittal. The applicant states that a complete sign package will be submitted with the building permits. However, Sec. 122.42(3)b.9. also requires "photographs or sketches of proposed signage with dimensions and material type" for site development approval. *Please provide the conceptual signage package for this project.*

## CHAPTER 94, Development Standards

8. **Section 94-4(f)(6)** requires a minimum of three building design treatments. The applicant states that architectural features are part of the building permit submittal, while building elevations are included with the draft DA. It should be noted that building elevations were submitted with the first resubmittal, not with the draft DA. The submitted elevations do not appear to include any of the listed building design treatments. *Please refer to the options in this section and list or show the proposed design elements on the architectural plans.*
9. **Section 94-4(f)(7)b.** states that blank wall areas shall not exceed ten feet in the vertical direction, nor 20 feet in the horizontal direction of any primary facade. The applicant states that architectural features are part of the building permit submittal, while building elevations are included with the draft DA. It should be noted that building elevations were submitted with the first resubmittal, not with the draft DA. *Please provide dimensions for the blank wall area and reduce the area to comply if needed.*
10. **Section 94-4(f)(9)** requires variation in rooflines. **Subsection (9)b** states that at a minimum of two locations, the roof edge and/or parapet shall have a vertical change from the dominant roof condition, a minimum of two feet. At least one such change shall be located on a primary facade adjacent to a collector or arterial right-of-way. In response, the applicant states that architectural features are part of the building permit submittal, while building elevations are included with the draft DA. It should be noted that building elevations were submitted with the

first resubmittal, not with the draft DA. Additionally, the roofline appears to lack a height variation. *Please review the roof requirements and revise elevation plans to show height variation.*

11. **Section 94-4(f)(9)c** states that parapets shall be used to conceal roof top equipment and flat roofs. The applicant has provided a line-of-sight diagram showing a 2-ft parapet. However, the Architectural Package previously submitted has not been updated to include this diagram. *Please revise the schematic elevations to incorporate the proposed parapet around the roofline and the provided diagram.*

## CHAPTER 110, Landscaping and Tree Protection

12. The applicant states that the landscape buffers were approved on the existing PUD. However, the applicant is in the process of amending the existing PUD to add more intense uses, which have historically necessitated larger buffers based on the City's code. *Please review Inspire's comments on the associated DA amendment regarding landscape buffer widths and revise as needed.*
13. **Section 110-7(a)** states that irrigation shall meet or exceed the criteria for the Florida Water Star certification program. The irrigation plan does not include Florida Water Star certification or applicable irrigation zones Sheet IR100 Note #5 states, "All zones to be low volume drip and bubbler zones". *Please provide a statement on the irrigation plan to state that it will comply with the Florida Water Star certification program and please include applicable irrigation zones on this plan.*

## CHAPTER 122, Site Development

14. **Section 122-35** lists the required amount of off-street parking per use. Sheet C3 states that parking is provided at a rate of 1 space per 1,000 SF. It is unclear as to which use in the tables listed in this section was used to reach this rate. *Please define the uses being proposed and provide minimum parking spaces required.*
15. **Section 122-39(c)(2)a.** states that a standard parking space is 10' by 20' and Section 122-39(c)(2) states that reduced width and length may be acceptable if increased landscape and grass areas are included. Spaces have been revised to a size of 10' by 18', not 10' by 20' which are required. The applicant has provided 7' sidewalks instead of increased landscape area. *Inspire recommends providing the required 20' depth, as the current code only allows for reductions based on landscape areas, not pedestrian areas.*

## Development Agreement

16. **Section 5** states the approved architectural design and colors. This section states that colors shall be earth tones and natural colors. The proposed color scheme is gray. The applicant states that architectural features are part of the building permit submittal and building

elevations are included in the draft DA. It should be noted that building elevations were submitted with the first resubmittal, not with the draft DA. *Please note that the proposed DA will need to be approved to support the proposed building colors.*

17. The land use plan exhibit states that mediterranean / Florida vernacular architecture shall be used. *Please note that the proposed DA will need to be approved to support the proposed building colors.*

## Public Works

1. Comments pending.

## Engineering

1. **Informational Comment, No Response Required.** The applicant is cautioned that the issuance of City approval does not relieve them of their responsibility from obtaining all other required regulatory approvals and permits. Other permits may include but are not limited to the following:

FDEP NPDES Construction

St. Johns River Water Management District (SJRWMD) ERP

USFW Permit

FDEP Water

FDEP Sewer

FDOT Driveway Connection

FDOT Right of Way Utilization

2. **Comment Resolved.** The Geotech report provided does not appear to provide recovery analysis parameters such as horizontal conductivity (Kh) and vertical infiltration rate (Iv), safety factors, etc. It is unclear where the design values originate in the stormwater report.

*Applicant provided a revised Geotech report which includes the requested recovery analysis parameters.*

3. **Deferred to Planning.** Overall zoning and land use requirements, allotted uses, recreational areas, setbacks, open space, densities, pedestrian access and trail requirements, roadway connection requirements, right-of-way dedication requirements, development agreement criteria, and all other overall approval criteria are deferred to Planning and City Attorney as applicable.
4. Parking spaces must be at minimum 10ft wide and 20ft long as described in LDC 122-35, except where two feet of grassed overhang is provided, in which case the length may be reduced to 18ft.

*Applicant has widened parking spaces to 10ft. They responded that "Their lengths are 18' since the adjacent monolithic sidewalks are 7' to account for 2' of overhang." Per LDC 122-39 (c)(2)b,*



*reduced length is only acceptable if two feet of grassy overhang is provided. The applicant responds that additional landscaping above code minimum has been provided adjacent to the proposed building. It is unclear if variance is requested for the parking space dimensions.*

5. Public to private demarcation on the utility plan is recommended. The 12 inch potable water main adjacent to US 27 is understood to be public. The internal water main, fire line, lift station, and 2-inch force main is understood to be privately owned, operated, and maintained.
  - a. **Comment Resolved.** *Applicant has added a callout on Detail A, Utility Plan Sheet C4.1, depicting the beginning of privately owned potable and fire lines. Ownership of the 2-inch force main is not identified.*

*Applicant has also added a callout detailing private ownership of force main, and increased the force main size from 2" to 3" on sheet C4.1.*

- b. **Comment Resolved.** *It is unclear if the lift station is to be public or private. Additional comment may be generated upon clarification.*

*Applicant has added a callout and note detailing private ownership of lift station on sheet C4.1.*

6. **Comment Resolved.** Note #3 on sheet C4.1 references the Gibson Place Utilities Department.
7. **Comment Resolved.** Material of proposed pipes (water, sewer, fire) not shown on utility plan.

*The applicant has identified the 3-inch force main as HDPE on sheet C4.1. The 3-inch force main is identified as privately owned.*

8. **Comment Resolved.** Utility calculations (water, sewer) were not provided.

*Applicant has added utility calculations to sheet C4.1. Lift station calculations were provided. However, the standby diesel pump curves were not included. In addition, a standby diesel pump is provided on the City standard detail on C10.0, however, it is not shown in the site specific plan view on C10.0. Clarification on if the lift station is to be public or privately owned, operated, and maintained is required.*

*Applicant has responded that because the lift station is privately owned, operated, and maintained, a standby diesel generator is not required.*

9. **Defer to Fire Chief.** Fire flow calculations were not provided.

*Applicant has included fire flow calculations, added a hydrant, and moved two hydrants away from loading zones. Defer fire flow approval and fire hydrant spacing to Fire Chief.*

10. **Comment Resolved.** Tie in locations for water and sewer should be called out on the utility plan.

*Applicant has added utility tie in callouts to sheet C4.1.*

11. Additional north-south and east-west cross sections should be provided to verify site grading, proposed slopes, cut/fill, and other design elements.

*Applicant has added additional north-south and east-west cross sections as requested, however, 3:1 grading is shown. Grading shall not exceed 4:1 per LDC 122-85 (d)(5). **It is unclear if the project PUD allows for 3:1 grading. Clarification required.***

12. **Comment Resolved.** Child prevention grates required on mitered end sections.

*Applicant has added child prevention grate call out and detail to sheets C6.0 and C8.0.*

13. **Comment Resolved.** The 12-inch public potable pipe should be ductile iron under roadway crossings.

Applicant has responded "Call outs added to Utility Plan; see sheet C4.1.", but Ductile Iron Pipe does not appear to be called out under paved areas.

*Applicant has called out DIP water main underneath the north entrance, and directionally drilled HDPE underneath the south entrance. A directional drill profile has been added on sheet C4.2.*

14. **Comment Resolved.** Finished floor elevations of buildings not provided on grading plan.

Finished floor elevations have been added to sheet C5.0.

15. Gopher tortoise observed on site. Mitigation required before construction on site begins.

*Applicant responded that "mitigation will be coordinated prior to construction." Defer to Planning and Certification of Occupancy (C.O.) process.*

16. **Defer to Planning.** 8 parking spaces maximum without island, per LDC 110-3.

*Applicant responded "Please see note 1 on existing PD. It states the maximum number of spaces between islands is 20." Defer to Planning.*

17. **Comment Resolved.** Missing a 12x8" reducer on the Potable water line in Detail A of sheet C4.1

Applicant has added the 12x8" reducer on sheet C4.1.

18. **Defer to Public Works.** The applicant has provided a 15-foot utility easement along US 27. The city typically requests a 20-foot utility easement along US 27. Discussion recommended.

*Applicant has responded "The easement width was discussed with public works and engineering. Due to the property constraints and by purchasing the FDOT pond, which currently cannot be granted an easement, we agreed 15' is sufficient."*

19. **Deferred to Traffic Consultant.** Defer traffic study review to Traffic Consultant.

20. **New Comment.** The applicant proposes a directional drill of the potable water line under the project driveway. Per previous DRC meeting, this was per FDOT requirements. FDOT rationale for the HDD is unclear. The HDD depth is 18'+ deep. The proposed utility easement is 15' wide. It is unclear how the City would access the line in the future if required. Discussion warranted.

## **Fire**

1. Approved.

## **Lake County**

1. Comments pending.



**To:** Joyce Heffington, AICP, Minneola CRA Administrator

**From:** Eric Raasch, AICP, Inspire Project Manager

**CC:** Gabriela Castro, AICP

**Date:** September 1, 2026

**Reference:** Minneola Commerce Center Traffic Study Review

MAPS has conducted a review of the Access Connection Permit Traffic Study Report for Greenberg Gibbons Light Industrial, dated July 2025, and prepared by Luke Transportation Engineering Consultants. The TIA should follow the methodology/guidelines defined in the Lake-Sumter MPO Traffic Impact Study Methodology and Guidelines (2022). Below are the comments regarding the TIA Report.

1. Background traffic from approved developments in the area or based on historical traffic growth should be applied up to the build-out period. The additional background traffic should be incorporated into the future traffic analysis.
2. Summarize planned improvements in the area up to the buildout year. Reference the Lake-Sumter Metropolitan Planning Organization (LSMPO) Transportation Improvement Program (TIP) and the Florida Department of Transportation (FDOT) 5-year Work Program. An improvement should be considered "programmed" for construction if construction funding is identified with the first 3 years of the Work Program/TIP.
3. Assess which roadways within and outside the one-mile radius are impacted by five percent (5%) of the project's peak hour trips compared to the roadway's two-way peak hour generalized service volume based on the adopted LOS and committed number of lanes as listed in the Lake County CMP Database. This analysis will determine the extent of the study area and if any additional intersections should be analyzed.
4. Include the traffic control timing sheets for the intersection of Citrus Grove Rd and US 27 in the Appendix.





**To:** Joyce Heffington, AICP, Minneola CRA Administrator  
**From:** Eric Raasch, AICP, Inspire Project Manager  
**CC:** Gabriela Castro, AICP  
**Date:** August 25, 2026  
**Reference:** Minneola Commerce Center Future Land Use Map Amendment, PUD, and DA Amendment

We have conducted a review of the proposed Future Land Use Map (FLUM), Planned Unit Development rezoning and Development Agreement amendments for the above-referenced project. The site, located within the Minneola city boundaries and consisting of two parcels identified by Parcel Nos. 06-22-26-0003-000-06300 and 06-22-26-0003-000-04700, has an approximate area of 12.42 acres according to Lake County Property Appraiser data.

The request considered here is to amend the subject property's FLUM designation from PD-Commercial to PD-Industrial, and to amend the terms of the Development Agreement dated October 18, 2018, including PD standards. The new agreement is a substantive change to the previous development framework. The proposal shifts the project toward a shallow-bay industrial/flex-commercial development, substantially expands the use framework, changes the architectural character, modifies development standards, adds/redefines property, and extends the agreement term from 10 to 30 years. The proposal also incorporates a 1.199-acre FDOT parcel into the defined "Property", while the parcel remains publicly owned and outside the City limits. The applicant has expressed an intent to request annexation of the parcel. However, an annexation application has not been submitted at the time of this staff report.

## Planning

### General Comments

1. Staff has not received an annexation request for the FDOT pond. *Inspire recommends that any action taken be contingent on annexation of the FDOT pond parcel into the City.*
2. No Environmental Assessment or Traffic Impact Analysis was provided with this request. However, a listed species survey and FDOT driveway connection TIA were submitted with the associated Site Plan. *Please note that these studies will be considered and reviewed as part of the FLUM / PUD rezoning application.*
3. Please reconcile data across all applications or provide clarification, including:

- a. The application states that the site size is 14.96 acres, but the Property Appraiser records for the two parcels indicate a combined acreage of 12.42 acres. The survey submitted with the application package does not provide confirmation of the covered acreage.
- b. The application indicates the existing FLU designation as being PD-Commercial, which appears to be consistent with the most current version of the Future Land Use Map. However, the Development Agreement dated October 18, 2018, calls the designation of the property "Grassy Lake Holdings Mixed Use Commercial Development." *Please update the DA.*
- c. The proposed Development Agreement includes a legal description that encompasses the 1.191-FDOT parcel, but the legal description provided on the topographic survey by Allen & Company dated 3/14/25 does not. *Please reconcile for consistency.*

## Development Agreement

1. The recitals refer to approximately 13.32 acres within the city limits, but the first 2018 agreement covered approximately 12.31 acres, not 13.32. *Please clarify/reconcile the difference.*
2. The DA is silent on the amount of square footage proposed for the project. *Please add the amount of proposed square feet by use.*
3. The new agreement expressly amends certain provisions of the original development agreement "while ratifying and affirming all remaining terms and conditions." However, the Conditions-precedent section has been removed entirely, rather than updated. The new agreement states that the owner has filed applications for annexation, rezoning, and comprehensive plan amendment for an adjoining 1.191-acre FDOT-owned parcel in unincorporated Lake County, and that the owner has "full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of the proposed agreement without submitting an annexation application at this time. The applicant has submitted a warranty deed as providing evidence of ownership or authority, but it is unclear whether this includes the 1.191-acre parcel. *Please submit additional documentation or clarify that the proposed agreement establishes only a future development framework without granting any development rights prior to acquisition and completion of the required annexation, comprehensive plan amendment, and rezoning.* [NOTE: This is *not* a legal opinion; Inspire defers to the City Attorney's Office.]
4. The new agreement appears to retain the B-1/PD framework language but makes development subject to a new Land Use Plan and amended use/standards provisions; overall character is described as shallow-bay industrial and flex commercial. The Land Use Plan exhibit was not included as an exhibit to the DA document, but it is part of the overall application package. *We observe that the graphic (which appears to be from the 2018 approval, relabeled as "Minneola Commerce Center" and renumbered as Sheet "LUP-01") is annotated to show the proposed zoning to be "I-1 & B-1 with PD" under the Project Description, but only "I-1" in the Notes section, so please clarify the proposed zoning.*

5. The new agreement includes broad categories covering light industrial, warehousing, logistics, distribution, fulfillment, flex-space, manufacturing, wholesale, construction/contractor, R&D, office, showroom and service-commercial uses, plus specified NAICS sectors. Notably, the amendment permits all uses within Sectors 31–33, including food, beverage, textile, wood, printing, chemical, plastics/rubber, mineral products, fabricated metal, machinery, electronics, transportation equipment, furniture, medical devices and miscellaneous manufacturing. Specifically, the blanket authorization of NAICS Sectors 31–33 appears broader than the stated “shallow-bay industrial and flex commercial” character and includes uses with substantially different potential impacts, while relying primarily on visual screening doesn't address potential noise, odor, truck activity, vibration, or other operational impacts. *Inspire recommends limiting permitted manufacturing to enclosed, low-impact/light manufacturing and establishing performance standards; or shift to conditional review for the higher-intensity / higher-impact manufacturing uses.*
6. The new list of conditional uses focuses on commercial recreation, day care, gun range, kennel/pet care, laboratories/R&D, motor vehicle sales/repair, nurseries/home-building materials, shopping center, veterinary and similar uses. *Please confirm the status of previous commercial uses such as restaurants, hotels, drive-throughs, and residential-care which are no longer expressly identified and may not be covered by the similarity clause.*
7. The new agreement retains 50-ft height and 20% open space but removes the explicit 90% ISR cap. However, the Land Use Plan retains the 90% ISR cap. *Please clarify the proposed ISR.*
8. **Section 5(i)** of the proposed DA addresses setbacks. The applicant is proposing setbacks of 30’ on the north, 30’ on the east, 10’ on the south and 50’ on the west. These setbacks are generally consistent with the setbacks required in the City’s most comparable I-1 District. *Informational comment only. No response required.*
9. **Section 5(ii)** of the proposed DA addresses landscape buffers. **Sec. 110-3(b)(Chart A-1)** outlines buffer area requirements by use. Per the chart, PUD buffering is to be reviewed individually with each application. The applicant is proposing I-1 uses and the adjacent properties are zoned B-1 (north), B-1 and Lake County A (east), Lake County CFD (south), and B-1, Utilities, Lake County C-2 (west across US 27 ROW). Based on these designations, the site would warrant a Class C buffer (30’) on the north, a Class C buffer (30’) on the east, a Class D buffer (30’) to the south, and a Class C buffer (30’) to the west. The applicant is proposing a 0’ buffer on the north (due to an access easement), a 10’ buffer on the east, a 10’ buffer on the south, and a 10’ buffer on the west. *Inspire recommends increasing these buffers due to the increased intensity of the proposed uses.*
10. **Section 5(iii)** of the proposed DA addresses building height. The applicant is proposing a maximum building height of 50’, which exceeds the maximum height of 35’ feet for I-1 zoned property. While not prohibited, this information will be presented to City Council for review. *Informational comment only. No response required.*

11. **Section 5(v)** of the proposed DA addresses quantity of off-street parking. **LDC Sec. 122-35(b)(4)** outlines the City's minimum parking requirements. The applicant is proposing parking at a ratio of 1 parking space per 1,000 square feet of gross floor area. Due to the number of proposed permitted uses, the extent that this ratio deviates from code is unknown. For example, the City's parking requirement for manufacturing is 1 parking space per 600 SF of floor area dedicated to manufacturing, please the required parking square footage devoted to other uses (i.e. office). The applicant's request also includes all B-1 uses, some of which have significantly higher parking requirements than 1 space per 1,000 SF. For example, restaurants require 1 space per 2 seats, plus one space per 2 employees. *Inspire recommends reducing the amount of requested uses and providing a parking study to justify the requested reduction.*
12. **Section 5(v)** of the proposed DA addresses the maximum number of parking spaces between landscape islands. **LDC Sec. 110-3(a)(1)** states that the maximum number of uninterrupted spaces between landscaping areas is eight. The applicant is proposing 20 spaces between landscape islands. *Inspire recommends revising the agreement to reduce the number of spaces between landscape islands to a maximum of eight.*
13. **Section 5(v)** of the proposed DA addresses parking space sizing. **LDC Sec. 122-39(b)** states the minimum parking space size within the City. Standard parking spaces shall be 20' long. The applicant is proposing a minimum parking space depth of 17', provided an adjacent sidewalk or pedestrian area of sufficient width is provided to accommodate vehicle overhang. *Inspire recommends compliance with the City's standard parking space requirements, and notes that pedestrian areas should remain unobstructed from vehicles.*
14. **Section 6(i)** of the proposed DA includes building materials. The change in architectural character is appropriate to the proposed industrial/flex use; however, the revised standards provide limited direction regarding building massing, façade articulation and architectural quality. Please note that all architectural treatments will need to comply with **LDC Sec. 94-4**. *Informational comment only. No response required.*
15. **Section 6(iii)** of the proposed DA requests the use of a TPO roof for this project. Per the **LDC Sec. 94-4(f)(9)c.4** tile or metal shall be the dominant roof material. This deviation will be presented to City Council. *Informational comment only. No response required.*
16. **Section 16** of the proposed DA requests the ability to permit grading changes of 16' in lieu of 15'. This deviation will be presented to City Council. *Informational comment only. No response required.*

## Comprehensive Plan

1. **FLU Policies 1-1.1.3 and 1-1.1.4** include compatibility standards for residential and non-residential development. *Please provide a narrative that addresses how the proposed FLUM is consistent with the City's Comprehensive Plan policies and compatible with the surrounding land uses.*



2. **FLU Policy 1-1.7.1** requires land use activities to occur on soil types capable of supporting the structures and facilities proposed to be placed on them, Table 1-1 stipulates which land uses are deemed suitable or unsuitable for each soil type. *Please provide a soils map with the proposed land uses to demonstrate compliance with FLU Policy 1-1.7.1.*
3. **FLU Policy 1-3.1.2** requires proposed amendments to the comprehensive plan to demonstrate that all facilities and service capacities are currently available or shall be available after the implementation of scheduled capital improvements, to meet general needs of the proposed land use. *Please provide a public facilities analysis.*
4. **CONS Policy 5-1.3.1** provides standards for maximum impervious surface area by use. *Please provide additional detail regarding proposed uses for the project and demonstrate compliance with the maximum ISR consistent with CONS Policy 5-1.3.1.*

## Public Works

1. No comments. Defer to Planning Division.

## Fire

1. No comments.

## Lake County

1. Pending response.

## Engineering

1. Pending response.

**CITY OF MINNEOLA  
P.O. BOX 678  
MINNEOLA, FL 34755  
(352) 394-3598**

**NOTICE OF PUBLIC HEARING**

**Notice of Intent to Consider Development Agreement**

The City of Minneola Planning & Zoning Commission will hold a public hearing on Monday, September 14, 2026, at 6:30 p.m. at Minneola City Hall, 800 North U.S. Highway 27, Minneola, Florida, to consider a Development Agreement concerning approximately 14.519 +/- acres of property known as "Grassy Lake Holdings Industrial," generally located east of U.S. Highway 27 and south of Citrus Grove Road. The City Council will hold public hearings on Tuesday, September 15, 2026, at 6:30 p.m. and Tuesday, October 6, 2026, at 6:30 p.m., at Minneola City Hall, 800 North U.S. Highway 27, Minneola, Florida, to consider the Development Agreement.

The property known as "Grassy Lake Holdings Industrial" has a zoning designation of "PUD - Industrial" (Planned Unit Development - Industrial) for a commercial and industrial planned unit development. The proposed development uses are Industrial, Open Space, and Commercial. No residential development is proposed; the proposed residential population density is zero (0) dwelling units per acre. The minimum open space is 20 percent. The proposed building intensity is 0.19 floor area ratio (FAR), and the proposed maximum building height is 50 feet. A copy of the proposed Development Agreement may be obtained and inspected at the City Clerk's Office, Minneola City Hall, 800 North U.S. Highway 27, Minneola, Florida, during normal business hours, 8:00 a.m. to 5:00 p.m.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

The City of Minneola Land Development Code is available for inspection at Minneola City Hall, 800 North U.S. Highway 27, Minneola, Florida, during normal business hours, 8:00 a.m. to 5:00 p.m.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT KRISTINE THOMPSON, CITY CLERK AT (352) 394-3598 AT LEAST 48 HOURS BEFORE THE DATE OF THE SCHEDULED HEARING.

| OwnerNam  | OwnerAddr | OwnerCity | OwnerState | OwnerZip   |
|-----------|-----------|-----------|------------|------------|
| FIELDS EG | PO BOX 11 | WINTER H  | FL         | 32882-0113 |
| GRASSY L  | 5832 WOO  | BELL ISLE | FL         | 32809      |
| OMBS LLC  | PO BOX 12 | CLERMONT  | FL         | 34712-0788 |
| OPEN DO   | 17140 US  | CLERMONT  | FL         | 34715      |
| ZAVY ENT  | 23825 INT | SORRENT   | FL         | 32776      |
| CITRUS GI | 15 CREEK  | HILLSBOR  | CA         | 94010      |
| GHULAM E  | 9229 195  | THOILLIS  | NY         | 11423      |
| DOORSAM   | 17350 US  | CLERMONT  | FL         | 34715-9272 |
| FALZONE   | 17358 N   | CLERMONT  | FL         | 34715      |
| QUINN CE  | 41634 CR  | LEESBUR   | FL         | 34788      |
| VISTA GR  | 13940 ASH | MINNEOL   | FL         | 34715      |
| CLEM COM  | 10800 CL  | LEESBUR   | FL         | 34788      |
| CONGREG   | 12205 CIT | CLERMONT  | FL         | 34715      |
| SCHMIDT   | 16420 LU  | EIGROVEL  | FL         | 34736-9747 |
| LAKE CO E | 315 W MAI | TAVARES   | FL         | 32778      |
| PROFESSI  | 1200 NET  | VEFFINGH  | IL         | 62401      |
| DE NOYEL  | 3149 SCR  | OVIEDO    | FL         | 32765      |
| SOUTH LA  | 17335 US  | CLERMONT  | FL         | 34715-9220 |
| DUKE EN   | PO BOX 37 | CHARLKIC  | NC         | 28237-7996 |
| CRA CITY  | 800 N HW  | MINNEOL   | FL         | 34715      |



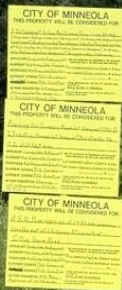


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MINNEOLA, FL 34755  
(352) 394 3598

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AFFIDAVIT OF PUBLICATION

Clermont Sun

Published Weekly  
Clermont, Lake County, Florida

Case No. Notice of Inent DA

STATE OF FLORIDA  
COUNTY OF LAKE

Before the undersigned authority, Jessica Whaley, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Clermont Sun, a newspaper published at Clermont in Lake County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

September 02, 2026

Affiant further says that the Clermont Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

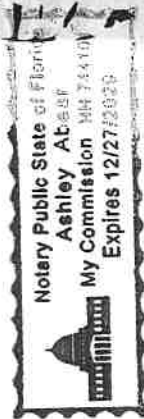
  
Jessica Whaley

Sworn to and subscribed before me this 2nd day of September 2026 by Jessica Whaley, who is personally

  
Ashley N. Abear, Clerk, Notary Number: #HH744101  
Notary expires: December 27, 2029

00012418 00215760

Joyce Heffington  
CITY OF MINNEOLA  
P O BOX 678  
MINNEOLA, FL 34755





## **AGENDA SUMMARY**

City Council

September 15, 2026

**Agenda Item:** 11.

**Subject Title:** Downtown CRA Improvement Grant

### **Objective:**

Consider a Request to Approve of Revisions to the Downtown CRA Small Business Improvement Grant Program.

### **Summary:**

On March 17, 2026 City Council and the Community Redevelopment Board voted to activate a Downtown CRA Small Business Improvement Reimbursement Grant. The Grant is designed to assist small businesses in the Downtown CRA District of Minneola with funding for external property improvements. The program aims to enhance the visual and aesthetic appeal of properties, bring them up to current code standards, and increase property values, while supporting small businesses that contribute to the economic vitality of the area.

### Key Features of the Program:

**Funding:** Grants of up to \$5,000.00 per property. Revised not to require matching funding. Special approval is required for amounts exceeding \$5,000.

**Eligible Improvements:** Removal of nonconforming signs, installation of code compliant signs, ADA modifications, and visual treatments that conform to city codes. City Council added stump removal and landscape replacement for landscape damage by storms.

**Ineligible Improvements:** Other landscaping, irrigation, internal repairs, new construction, and work done by the property owner.

**Process:** Applications are reviewed on a first-come, first-served basis. Funds are reimbursed after project completion, inspection, and submission of paid invoices.

This program aligns with the City's goals of utilizing property taxes within CRA areas to preserve and enhance properties, support small business, and improve the visual appeal of the downtown area.

### **Exhibits:**

1. DOWNTOWN CRA IMPROVEMENT GRANT 2026 Revised

**Options:**

1. Approve the Guidelines as presented.
- 2., Approve the Guidelines with conditions.
3. Postpone the decision.
4. Deny approval of the Guidelines.

**Fiscal Impact:**

Undetermined.

**P & Z Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends approval



## **DOWNTOWN CRA SMALL BUSINESS IMPROVEMENT REIMBURSEMENT GRANT**

The purpose of the Downtown CRA Small Business Improvement Reimbursement Grant is to assist small businesses in the Downtown CRA with funding external improvements to their property to further the purposes of the Downtown Community Redevelopment Plan by improving the visual and aesthetic appearance of property and structures located in the CRA and to help bring them up to current code standards. Most Grants are for up to \$5,000.00 per property. Amounts over \$5,000.00 will require special approval and may require additional documentation or conditions before approval. Any grants will require the owner to retain the property for ten years after the funds are dispersed. If owner sells the property before the ten years is up, they must repay the grant to the City.

Applications will be accepted on a first-come, first-served basis until funds are depleted. Improvements may include but are not limited to: removal of non-conforming signs, installation of code conforming signs, removal of billboards, Landscaping restoration, such as removal of unsightly tree stumps, visual treatment improvements that conform with City Code, and ADA modifications. Improvements may not include: Landscaping, sod or irrigation; internal repairs or improvements, improvements required for the re-occupation of the property, building permits.

Money will be awarded after the work is complete, has been inspected, and copies of all receipts for materials/and or work completed marked "Paid in Full" are submitted. Materials must be new and work and materials must be purchased from a licensed provider. Work done by owner will not be reimbursed for labor. New construction will not be funded. Work done must meet City Code and Florida Building Code Standards. The grant amount shall in no event exceed \$5,000.00 per property unless prior approval has been granted. The applicant must pay any costs over and above the grant amount. Owner must agree to continue to maintain any improvements funded. **ANY COSTS FOR WORK PREVIOUSLY COMPLETED PRIOR TO AN APPROVED APPLICATION CANNOT BE REIMBURSED UNDER ANY CIRCUMSTANCE. DO NOT START ANY WORK UNTIL AFTER FINAL APPROVAL BY THE CRA, COMPLETION OF THE CONTRACT WITH THE CITY & NOTICE TO PROCEED HAS BEEN ISSUED.**

### **Eligibility Requirements**

Property must be located within the City of Minneola Downtown CRA District, be zoned Business District (B-1), Industrial District (I-1), Public Facilities/Institutional District (P), or Office/Residential District (OR), be an allowed use for that zoning, and be currently occupied. Unless the property is being used for a non or not for profit use, Grants will only be awarded for eligible properties that pay ad valorem taxes.

- Applications must be for on an existing site.
- All business owner applicants must be a small business as defined by the U.S. Small Business Administration.

- All existing business owner applicants must possess a current city of Minneola Business Tax Receipt.
- All applicants must be current with state and local taxes and not have any outstanding tax liens imposed against any property.
- All applicants (business and property owner) must not have outstanding code enforcement violations or liens.
- Uses must be permitted uses in Business District (B-1), Industrial District (I-1), Public Facilities/Institutional District (P), or Office/Residential District (OR) zoning in the Land Development Code of the City of Minneola unless prohibited in the Downtown CRA per Ordinance 2024-09 passed April 2,2024. Grants for Office Residential zoning will only be allowed if there is a Special Exception Commercial Use permitted and active on the property.
- All permits required (Zoning Clearance, Sign Permit, Building Permit, etc.) must be obtained before any work is started. Permitting fees are not reimbursable.

### **Ineligible Businesses**

- National Franchises
- Home Businesses
- Residential Property
- Tattoo Parlors
- Body Piercing or Body Art Shops
- Businesses prohibited in the Downtown CRA by Ordinance 2024-09
- Any business without a current Business Tax Receipt
- Any property with outstanding code enforcement violations or liens
- Any property that is not current with state and local taxes, and/or has any outstanding tax lien(s) against the property
- Any business or commercial property or office residential property with outstanding debt to the City.

### **Documentation**

The grant application must be completed and submitted to the Downtown CRA with the following additional items:

- Photographs of the existing property and the proposed project area.
- Schematic drawings illustrating all proposed work, or pictures with project description outlined. Include a description of materials, colors (if applicable), and methods to be used, depending on the proposed project (sign replacement, new brick, stucco, non-conforming sign removal, etc.)
- Project schedule. **Please note:** All projects must be completed within 120 days (4 months) or by the contracted date after receiving approval from the Downtown CRA and any City of Minneola building permit issuance. Incomplete projects or projects not completed by the completion date will not receive grant funds. If a building permit is required, reimbursement will not occur until CO is issued.

**DOWNTOWN CRA SMALL BUSINESS IMPROVEMENT REIMBURSEMENT GRANT APPLICATION**

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Type of Business \_\_\_\_\_

Owner Name \_\_\_\_\_

Owner Address \_\_\_\_\_

Telephone \_\_\_\_\_ email \_\_\_\_\_

Amount of Grant Request \_\_\_\_\_

If the business is a partnership, attach a sheet listing the name, address, telephone number and email of each partner. If business is a corporation attach a sheet listing name, address, telephone number and email of each shareholder and officer who owns any portion of the corporate stock. If business is a non or not for profit, list authorized agent.

Project Type

☐ Facade ☐ Signage ☐ Painting ☐ Windows ☐ Doors ☐ Lighting ☐ Awnings/Canopies

☐ Parking Resurfacing ☐ Other \_\_\_\_\_

Please provide a brief description of the planned external improvement: (attach sheets as necessary). Include any drawings or renderings of planned improvements. Include description of materials, colors, etc.

Provide a timeline for the project.

Attach at least 3 photos of the building exterior in its current condition.

Please provide cost estimates for the improvements.

Attach an itemized listing of costs or estimates from a minimum of 3 licensed contractors.

## **Acknowledgement Form**

Please read and initial all of the following:

\_\_\_\_\_The undersigned applicant agrees to utilize any grant funds received in strict conformance with the guidelines set forth by the Community Redevelopment Agency.

\_\_\_\_\_The undersigned applicant acknowledges that the grant application must receive approval by the community Redevelopment Agency before any construction can commence. No grants will be awarded on an application if work has been started or completed.

\_\_\_\_\_The undersigned applicant acknowledges that they will be required to obtain proper permitting through the Planning and Building Departments before any application will receive an “approved” grant award. This includes any changes required to obtain a building permit. Variances, Special Exceptions, Conditional Use Permits, and zoning change requests must be handled prior to award approval.

\_\_\_\_\_The undersigned acknowledges that “cash receipts” submitted for reimbursement will not be accepted due to auditing requirements – NO EXCEPTIONS. The undersigned applicant shall pay for materials and services by check, money order or by credit card. Verification of payment shall be submitted with reimbursement request and Affidavit of Construction Completion. Labor provided for by the owner is not eligible for reimbursement.

\_\_\_\_\_Only properties located within the Downtown CRA zoned B-1, I-1 or Office Residential are eligible for this grant. Grants for Office Residential zoning will only be allowed if there is a Special Exception Commercial Use permitted and active on the property.

\_\_\_\_\_Only exterior improvements that meet code and can be seen from the public street front will be considered for funding. No landscaping or irrigation other than landscape restoration shall be eligible. No sod replacement is eligible.

\_\_\_\_\_Any improvements made prior to approval will be ineligible for funding.

\_\_\_\_\_All grant recipients must complete a W-9 Tax Form and will receive a 1099 Tax Form for their award.

\_\_\_\_\_All projects must be completed within 120 days (4 months) or by the contracted date. In the event an extension is needed beyond the timeframe set, the Grant recipient must petition the Community Redevelopment Agency for approval documenting the reason for delay. If an extension is not approved, the grant funds will be reallocated. No structure will be eligible for a grant within 5 years of the approval of a previous grant.

\_\_\_\_\_The Community Redevelopment Agency shall disburse funds to the grant recipient only upon demonstration that the work has been completed and if required a CO



has been issued by the building department.

\_\_\_\_\_The Downtown CRA will fund up to a maximum of \$5,000.00 of the project unless otherwise approved by the CRA at application.

\_\_\_\_\_The Community Redevelopment Agency shall have no liability for workmanship, design, or construction related to the project receiving grant funds under this program.

\_\_\_\_\_ The owner must retain the property for no less than ten years after the grant funds are dispersed. If the property is sold before the ten years is up, the owner agrees to reimburse the City the total amount of the grant.

If my project is funded, I agree to abide by all of the terms of the grant program.

---

Owner or Authorized Agent of \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness Address

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me \_\_\_\_Physical Presence or \_\_\_\_Online on this \_\_\_\_day of 2026 by \_\_\_\_\_ who is \_\_\_\_Personally Known \_\_\_\_or Produced Identification. Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Acknowledger

\_\_\_\_\_  
Acknowledger Name

Serial Number

My Commission Expires