

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
July 7, 2026 - 5:30 PM**

NOTICE TO THE PUBLIC

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes).

Accommodation for the disabled (hearing or visually impaired, etc.) may be arranged with advance notice of seven (7) days before the scheduled meeting, by dialing (352) 726-2611 weekdays from 8 AM to 4 PM.

ENCLOSURES*

- 1) INVOCATION, PLEDGE OF ALLEGIANCE & ROLL CALL**
- 2) PLEASE SILENCE ELECTRONIC DEVICES**
- 3) ACCEPTANCE OF AGENDA**
- 4) PRE-SCHEDULED APPEARANCES / RECOGNITIONS**
- 5) PUBLIC HEARINGS / WORKSHOPS**
 - a) Medical Marijuana Treatment Centers - Ordinance 2025-852 - Second Reading
 - b) 232 Trout Ave Land Use and Zoning Amendment - 2026-LU-RZ-PD-003
 - c) CCSO Law Enforcement Enhanced Services Overview
- 6) OPEN TO THE PUBLIC**

The public is invited to speak. (Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)
- 7) CITY ATTORNEY REPORT**
- 8) CONSENT AGENDA**
 - a) Bill Listing*
 - b) Council Minutes* - 06.16.2026

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
July 7, 2026 - 5:30 PM**

9) CITY CLERK'S REPORT

10) CITY MANAGER'S REPORT

- a) Longwood Gardens Senior Attainable Housing Development — City Loan
- b) Building Permit Fees - Florida House Bill 803
- c) Staffing for Adequate Fire and Emergency Response Grant (SAFER)
- d) Project and Program Updates
 - FDOT Florida Freedom Tour
 - Master Lift Station Rehabilitation
 - Wallace Brooks Park Improvements
 - Manning's Bar Property Sale
 - Other

11) MAYOR & COUNCIL SUBJECTS / REPORTS

- a) Mayor Plaisted
- b) Councilwoman Bega
- c) Councilwoman Hepfer
- d) Councilwoman Lizanich
- e) Councilman Davis
- f) Councilman Craig

12) NON-SCHEDULED PUBLIC COMMENT

(Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)

13) ADJOURNMENT

- a) **DATES TO REMEMBER**

Small Town Slam Wrestling

Friday, July 17, 2026 from 7:30pm – 9:30pm
Depot Pavilion

Market at the Depot - FDOT Florida Freedom Tour

Saturday, July 18, 2026 from 9:00am – 1:00pm

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
July 7, 2026 - 5:30 PM**

Depot Pavilion

Inverness City Council Regular Meeting
Tuesday, July 21, 2026 @ 5:30pm
IGC – Council Chambers

Agenda Memorandum - *City of Inverness*

July 7, 2026

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Medical Marijuana Treatment Centers - Ordinance 2025-852 - Second Reading

CC: Susan Jackson, City Clerk, Aidan Marshall, Assistant City Manager

Enclosures: 1. Ordinance 2026-852 Medical Marijuana Dispensary Ban
2. Business Impact Statement
3. Law Enforcement Activity
4. MMTC Proof of Pub 1
5. MMTC Proof of Pub 2

As heard and approved on a first reading at the previous meeting of City Council on June 16:

Per consensus direction provided at the May 19 meeting of Council, an ordinance effectuating the reinstatement of a ban on new Medical Marijuana Treatment Centers (MMTC) within City limits is being presented this evening for consideration of approval on a second reading. The enclosed Ordinance 2026-852 was reviewed by the City Attorney and the Notice of Public Hearing was duly published in the Citrus County Chronicle.

Should Council proceed with final adoption of the ordinance on a second reading, it will become effective immediately upon adoption.

Recommended Action

1. Open the public hearing
2. Allow staff to speak
3. Motion, second, and vote to read Ordinance 2026 - 852 by title only
4. Those for, Those Against
5. Deliberate the matter
6. Motion, second, and vote to adopt Ordinance 2026 - 852 on a second reading by roll call
7. Close the public hearing

If you wish to discuss this further, please contact me at your convenience.

Eric C. Williams
City Manager

ORDINANCE NO. 2026-852

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, BANNING ADDITIONAL (as of the date of adoption of this ordinance) MEDICAL MARIJUANA TREATMENT DISPENSING CENTERS A/K/A MEDICAL CANNABIS DISPENSING FACILITIES AS DEFINED BY SECTION 381.986 FLORIDA STATUTES (2017) WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF INVERNESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature in special session adopted SB8A implementing a Constitutional Amendment which amended Section 29 Article X of the State Constitution to provide for medical marijuana; and

WHEREAS, Section 381.986(1 l)(b)(l) of the Florida Statutes provides that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of a municipality; and

WHEREAS, the City Council has determined that Section 381.986 Florida Statutes (2017) as recently amended by the legislature fails to adequately protect the health, safety and welfare of citizens of Inverness and that it would be appropriate until said legislation is amended to allow local regulation that medical marijuana treatment dispensing centers not be allowed within the corporate limits of the City of Inverness.

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

Section 1. "Whereas" Clauses Confirmed. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

Section 2. Medical Marijuana Treatment Dispensing Centers prohibited within the City of Inverness. It shall be a violation of this Ordinance for any person, partnership, limited liability company, corporation, or other legal entity to locate a medical marijuana treatment dispensing center a/k/a medical cannabis dispensing facilities within the corporate limits of the City of Inverness.

Section 3. Severability. 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. Inclusion in the Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the City of Inverness as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code of Ordinances.

Section 5. Provide an Effective Date. This ordinance shall become effective immediately upon its adoption.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on the 16th day of June, 2026.

Upon motion duly made and carried on second reading, the foregoing Ordinance was approved on the 7th day of July, 2026.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on the _____ day of _____, 2026.

CITY OF INVERNESS, FLORIDA

CRYSTAL LIZANICH, President

ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and correctness:

JAMES HARTLEY, City Attorney

Business Impact Statement

This form is to be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Inverness website by the time notice of the proposed ordinance is published.

ORDINANCE 2026-852

**AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA,
BANNING ADDITIONAL (as of the date of adoption of this
ordinance) MEDICAL MARIJUANA TREATMENT
DISPENSING CENTERS A/K/A MEDICAL CANNABIS
DISPENSING FACILITIES AS DEFINED BY SECTION
381.986 FLORIDA STATUTES (2017) WITHIN THE
MUNICIPAL BOUNDARIES OF THE CITY OF INVERNESS;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
INCLUSION IN THE CODE OF ORDINANCES; AND AN
EFFECTIVE DATE.**

This Business Impact Statement is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Inverness is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Inverness is, nevertheless, providing this Business Impact Statement as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Statement may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt.
- ☐ The proposed ordinance relates to the adoption of budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

¹See Section 166.041(4)(c), Florida Statute

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Inverness hereby publishes the following information:

1. Summary of the proposed ordinance

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, BANNING ADDITIONAL (as of the date of adoption of this ordinance) MEDICAL MARIJUANA TREATMENT DISPENSING CENTERS A/K/A MEDICAL CANNABIS DISPENSING FACILITIES AS DEFINED BY SECTION 381.986 FLORIDA STATUTES (2017) WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF INVERNESS.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Inverness, if any: **Not quantifiable.**

- (a) An estimate of direct compliance costs that businesses may reasonably incur: **None.**
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: **None.**
- (c) An estimate of the City of Inverness regulatory costs, including estimated revenues from any new charges or fees to cover such costs. **The Ordinance does not establish regulatory costs or estimated revenues.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **None.**

4. Additional information the governing body deems useful (if any):

City of Inverness staff presented this item to the Planning and Zoning Commission during a public hearing on February 4, 2026. This hearing was open to comments from businesses and the general public as to impacts to the Local Government Comprehensive Plan from the Ordinance. Two state licensed MMTC currently operate within City limits.

The proposed ordinance was noticed in the local newspaper for a public hearing with the Planning and Zoning Commission on February 4, 2026, and by the City Council at Public Hearings scheduled for June 16, and July 7, 2026. The proposed Ordinance is posted on the City of Inverness website for City Council agenda items.

The proposed ordinance is generally applicable to businesses and citizens. Both businesses and citizens may request a change of land use and zoning.



Marijuana Dispensaries

A review of recent local law enforcement activity indicates that there has been no recent crime at these dispensary locations in Inverness. These facilities are characterized by high-security protocols mandated by Florida law, including:

- **24/7 Video Surveillance:** Continuous monitoring of all points of entry and sales floors.
- **Controlled Access:** Mandatory ID checks at a secure "lobby" before entering the retail area.
- **On-site Security:** Most locations employ professional security personnel during operating hours.

This proactive approach has resulted in these businesses being among the most secure retail environments in the city, with no significant incidents of theft, loitering, or violence reported in the 2025–2026 period.

Dispensaries Within Inverness City Limits

There are currently 2 medical marijuana dispensaries operating within the city limits of Inverness. These are located along the main commercial corridors of US-41 and West Main St.

1. **Trulieve:** 950 W Main St, Inverness, FL 34450
2. **Green Dragon:** 1500 N US Hwy 41, Inverness, FL 34450

Dispensaries Withing Citrus County as a Total

There are only 8 Licensed retail locations currently active:

City	Dispensary Name	Full Address
Inverness	Trulieve	950 W Main St, Inverness, FL 34450
Inverness	Green Dragon	1500 US-41, Inverness, FL 34450
*Inverness	The Flowery	3129 E Gulf to Lake Hwy, Inverness, FL 34453

City	Dispensary Name	Full Address
Crystal River	Trulieve	275 NE US Hwy 19, Crystal River, FL 34429
Crystal River	Green Dragon	91 NE US Hwy 19, Crystal River, FL 34429
Crystal River	MÜV	941 NE US Hwy 19, Crystal River, FL 34429
Crystal River	RISE	1208 NE 5th St, Crystal River, FL 34429
Homosassa	Trulieve	5679 S Suncoast Blvd, Homosassa, FL 34446

*Unincorporated, not within the city limits.

CFS at Inverness Dispensary Locations:**

Trulieve 950 W Main St:

- **24-68062**-Trulieve Assistant Manager called in that a subject was trying to purchase cannabis illegally. Trulieve refused the sale. Subject left prior to Deputy arrival..
- **23-121450**- Property owner called and asked for a customer sitting in the parking lot to be trespassed. Subject left prior to Deputy arrival.

The Green Dragon:

- **24-85374**- Green Dragon employee called in that a male subject had made 2 hand to hand transactions in the parking lot. Subject was not identified or located upon Deputy arrival.

CFS at Citrus County Dispensary Locations:

The Flowery 3129 E Gulf to Lake Hwy:

- **25-132699** – Property owner called when a customer wouldn't leave the store after threatening violence on employees. Subject was trespassed.
- **24-144352**- Complainant's wife got into a verbal confrontation with security and staff over products not being available. Complainant said that a customer shoved complainants wife with her hips to move her away. A report was taken to document the incident.

Trulieve 275 NE US Hwy 19, Crystal River, FL 34429

- **26-9730** – Alarm—a male on site with an active warrant and possible firearm. Subject was arrested.
- **23-130482** – A Trulieve employee called in that a patient came in to purchase medical products, had altercation, then the patient grabbed product and money and left shop. No report was taken per the victim's request, but subject was trespassed.

Green Dragon 91 NE US Hwy 19, Crystal River, FL 34429

- No incidents

MÜV 941 NE US Hwy 19, Crystal River, FL 34429

- No incidents

Rise 1208 NE 5th St

- 25-167972 – Property owner called in that a customer without a marijuana card was demanding services. The incident was verbal only. Subject left prior to Deputy arrival.

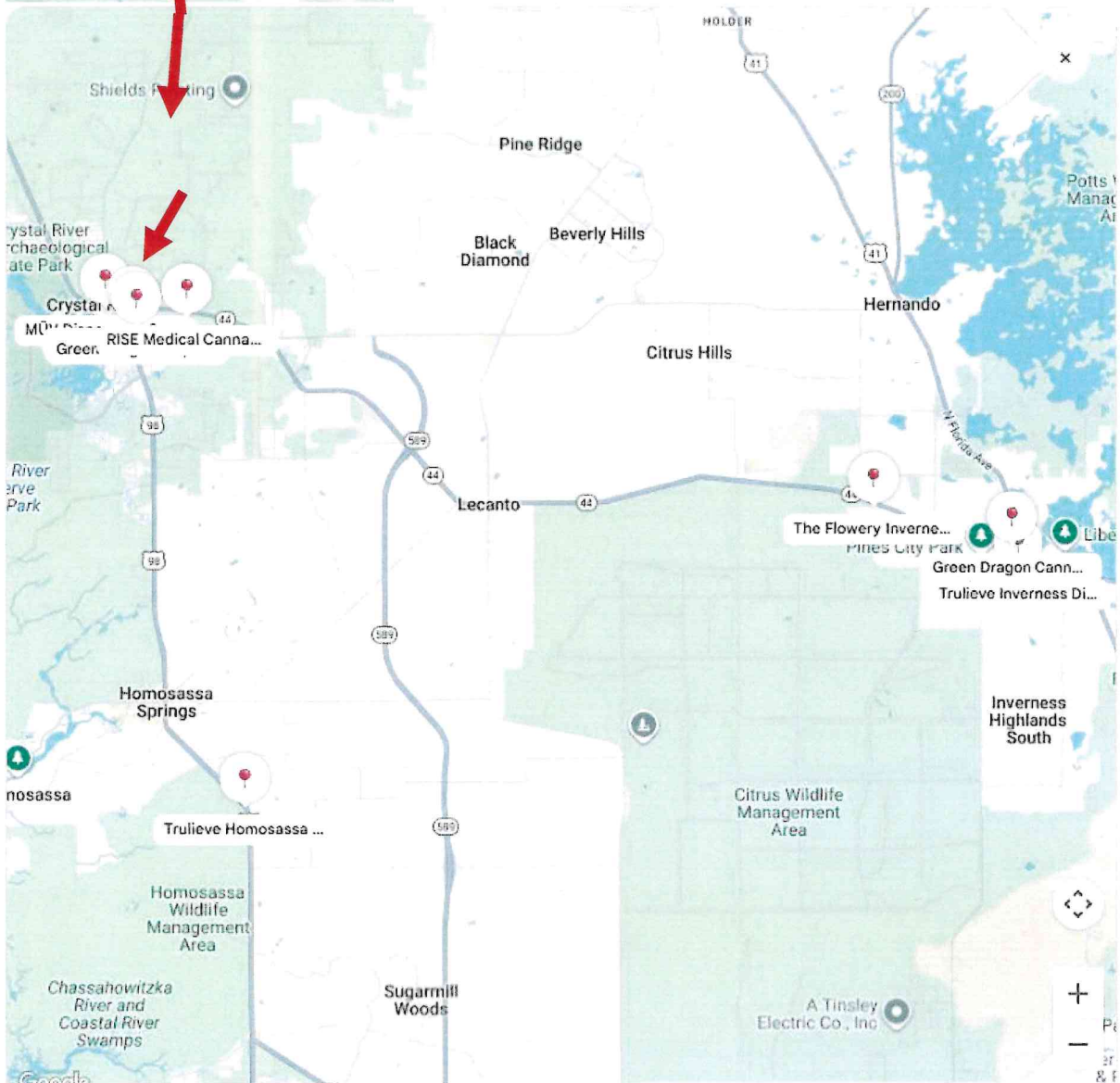
Trulieve 5679 S Suncoast Blvd, Homosassa, FL 34446

- No incidents

** The noted CFS are directly associated with the businesses listed. Other CFS at these locations, such as nearby traffic stops, are unrelated to the businesses operations and are not included.



**There are 4 in this location:
Trulieve is tucked behind Green
dragon.**

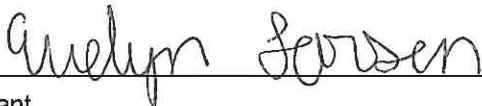


Affidavit of Publication

STATE OF FLORIDA }
COUNTY OF CITRUS } SS

Before the undersigned authority personally appeared Evelyn Larsen, who on oath says that she is a Legal Advertising Representative of the Citrus County Chronicle, a daily newspaper published at 2519 Hwy 44 W, Inverness, FL in Citrus County, Florida; that the attached copy of advertisement, being a legal notice in the matter of 0117 SACRN INV 2025-852 HRNGS, was published in said newspaper by print in the issues of January 17, 2026 or by publication on the newspaper's website, if authorized, on January 17, 2026.

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



Affiant

Sworn to and subscribed before me this 19th day of January 2026, by Evelyn Larsen who is personally known to me.



Maria A. Parks, Notary Public 4/20/2029



MARIA A. PARKS
Commission # HH 656337
Expires April 20, 2029

Publisher's Fee: \$ 31.00
50002926 50124945

Susan Jackson
City of Inverness- Legals
212 W Main St
Inverness, FL 34450

PUBLIC NOTICE OF PROPOSED ENACTMENT

PUBLIC NOTICE IS HEREBY GIVEN that the City of Inverness Planning and Zoning Commission and the City Council of the City of Inverness will hold a Public Meetings and Hearings pursuant to Section 166.041 Florida Statutes, to consider Ordinance 2025-852, Medical Marijuana Treatment Dispensing Centers, Regulating the proper use of fertilizers as follows:

Ordinance 2026-852 - Medical Marijuana Dispensary

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, BANNING THE LOCATION OF MEDICAL MARIJUANA TREATMENT DISPENSING CENTERS A/K/A MEDICAL CANNABIS DISPENSING FACILITIES AS DEFINED BY SECTION 381.986 FLORIDA STATUTES (2017) WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF INVERNESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND AN EFFECTIVE DATE

Public Hearing
Planning and Zoning Commission
Wednesday, February 4, 2026 at 5:00 p.m.

1st Reading, City Council
Tuesday, February 17, 2026 at 5:30 p.m.

2nd Reading, City Council Public Hearing/Adoption
Tuesday, March 3, 2026 at 5:30 p.m.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinances. Copy of the proposed ordinance will be on file and available for inspection by the public in the office of the City Clerk in the City Hall, 212 W. Main Street, Inverness, Florida, between the hours of 8:30 AM and 4:00 PM, Monday through Friday of each week.

Be advised that if any person or persons may wish to appeal a decision of the City Council of the City of Inverness, Florida, made at this meeting, a record of the proceedings will be needed by such person or persons and a verbatim record may be needed.

This Notice is issued under my hand as the President of the City Council of the City of Inverness this January 17, 2026.

/s/ Gene Davis
President of City Council
Attest: /s/ Susan Jackson
City Clerk
Published January 17, 2026.

PUBLIC NOTICE OF PROPOSED ENACTMENT

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Be advised that if any person or persons may wish to appeal a decision of the City Council of the City of Inverness, Florida, made at this meeting, a record of the proceedings will be needed by such person or persons and a verbatim record may be needed.

This Notice is issued under my hand as the President of the City Council of the City of Inverness this January 17, 2026.

**/s/ Gene Davis
President of City Council**

**Attest: /s/ Susan Jackson
City Clerk**

Published January 17, 2026.

Lecanto man lost his leg when hit by a state-owned tractor

A pair of bills are now before Gov. Ron DeSantis that would pay millions of dollars to the estate of a Le-canto man who lost his leg when hit by a state-owned tractor and to a man who claimed St. Petersburg police officers left him paralyzed and a double amputee.

Known as claims bills, the measures are tied to a legal concept called “sovereign immunity,” which caps payouts from state and local government agencies in

A separate bill approved by the Legislature this year (HB 145) that has yet to be sent to DeSantis raises the current caps of \$200,000 per individual and \$300,000 per incident to \$350,000 per individual and \$500,000 per incident.

Among the proposals now before DeSantis, one bill (HB 6509) would pay \$1.2 million to the estate of Mark LaGatta. According to the state documents, on July 27, 2020, LaGatta was riding his 2010 Harley Davidson with his daughter as a passenger on State Road 24 when a Department of Transportation-owned

Among the proposals now before DeSantis, one bill (HB 6509) would pay \$1.2 million to the estate of Mark LaGatta. ... LaGatta's leg was amputated and he endured other serious injuries. He died Aug. 24, 2024, at the age of 60.



Florida Gov. Ron Desantis.

Sanchez-Mayen, who was given a notice to appear

HCA Largo Hospital, was determined to have spinal DeSantis has until June 11 to act on the bills.

PUBLIC NOTICE IS HEREBY GIVEN that the City of Inverness Planning and Zoning Commission and the City Council of the City of Inverness will hold a Public Meetings and Hearings pursuant to Section 166.041 Florida Statutes, to consider Ordinance 2025-852, Medical Marijuana Treatment Dispensing Centers.

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, BANNING ADDITIONAL (as of the date of adoption of this ordinance) MEDICAL MARIJUANA TREATMENT DISPENSING CENTERS A/K/A MEDICAL CANNABIS DISPENSING FACILITIES AS DEFINED BY SECTION 381.986 FLORIDA STATUTES (2017) WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF INVERNESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND AN EFFECTIVE DATE.

Public Hearing
1st Reading, City Council Public Hearing
Tuesday, June 16, 2026 at 5:30 p.m.

**2nd Reading, City Council Public Hearing/Adoption
Tuesday, July 7, 2026 at 5:30 p.m.**

All interested parties may appear at the meeting and be heard with respect to the proposed ordinances. Copy of the proposed ordinance will be on file and available for inspection by the public in the office of the City Clerk in the City Hall, 212 W. Main Street, Inverness, Florida, between the hours of 8:30 AM and 4:00 PM, Monday through Friday of each week.

Be advised that if any person or persons may wish to appeal a decision of the City Council of the City of Inverness, Florida, made at this meeting, a record of the proceedings will be needed by such person or persons and a verbatim record may be needed.

This Notice is issued under my hand as the President of the City Council of the City of Inverness this June 2, 2026.

ATTEST: /s/ Susan Jackson
City Clerk

/s/ Crystal Lizanich
President of City Council

Page 15 of 128

Agenda Memorandum - *City of Inverness*

July 7, 2026

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: 232 Trout Ave Land Use and Zoning Amendment - 2026-LU-RZ-PD-003

CC: Jeffrey Wells, Interim Community Development Director, Susan Jackson, City Clerk

Enclosures: 1. 2026-LU-RZ-PD-003 Staff Report with supp docs FINAL
2. Ord 2026-854 - Land Use
3. Ord 2026-855 - Zoning
4. Proof of publication
5. Revised rendering front
6. Revised rendering east view
7. Business Impact Estimate

As heard and approved on a first reading at the previous meeting of City Council on June 16:

BACKGROUND

An Application for Future Land Use Amendment, Rezoning, and Planned Development Project was submitted by Liberty Investments Citrus County LLC as owner of the subject property. The subject property is located within the historic LaBelle neighborhood of the City of Inverness, located north of SR44/W. Main Street, south of Lake Henderson, and five blocks west of the Central Business District.

The Applicant intends to split the existing 0.42-acre parcel into two equal new parcels of 0.21 acres and then construct a residential triplex on each new parcel. Three dwelling units on the resulting 0.21 acres is a gross density of 14.2 dwelling units per acre. The Future Land Use of the property is currently designated as Low Density which limits the density to 2.5 dwelling units per acre requiring a land use amendment from Low Density to High Density.

Concurrent with the land use amendment is a request for rezoning from LD/R1 to PDP which will allow the applicant to craft product design that meets their needs and also accomplishes the goals of the Comprehensive Plan. Please see attached staff report.

TIMELINE

The land use change and zoning change under consideration by City Council is the approval requested for this project to proceed (see timeline below).

1. Small-scale comprehensive plan amendment to change the land use to High Density (HD).

1. Planning & Zoning Commission recommends approval of Ordinance 2026-854 on June 3, 2026 by a vote of 4-1 in favor
2. Ordinance 2026-854 with exhibits was approved by City Council by a vote of 5-0 in favor on first reading at the June 16, 2026 meeting.
3. Ordinance 2026-854 with exhibits to be presented to City Council for adoption on second reading at tonight's meeting.
2. Zoning Map Amendment to Planned Development Project (PDP)
 1. Planning & Zoning Commission recommends approval of Ordinance 2026-855 on June 3, 2026 by a vote of 4-1 in favor. The Commission also approves the preliminary site plan.
 2. Ordinance 2026-855 with exhibits was approved by City Council by a vote of 5-0 in favor on first reading at the June 16, 2026 meeting.
 3. Ordinance 2026-855 with exhibits to be presented to City Council for adoption on second reading at tonight's meeting.

STAFF ANALYSIS

Staff finds that Ordinance 2026-854 and Ordinance 2026-855 are consistent with the Comprehensive Land Use Plan and the Preliminary Site Plan is consistent with the regulations of the Land Development Code. Should Council adopt the presented ordinances this evening, they will become effective after 30 days.

RECOMMENDED ACTION

1. Open the public hearing
2. Allow staff to speak
3. Allow Applicant to speak
4. Motion, second, and vote to read Ordinance 2026 - 854 (Landuse) by title only
5. Those for, Those against
6. Deliberate the matter
7. Motion, second, and vote to adopt Ordinance 2026 - 854 (Landuse) on a second reading by roll call
8. Motion, second, and vote to read Ordinance 2026 - 855 (Zoning) by title only
9. Those for, Those against
10. Deliberate the matter
11. Motion, second, and vote to adopt Ordinance 2026 - 855 (Zoning) on a second reading by roll call
12. Close the public hearing

If you wish to discuss this further, please contact me at your convenience.

Eric C. Williams

CITY OF INVERNESS

APPLICATION FOR SMALL-SCALE LAND USE AMENDMENT, SMALL-SCALE ZONING MAP
AMENDMENT, AND PLANNED DEVELOPMENT PROJECT

INVERNESS PLANNING & ZONING COMMISSION



Community Development Department

June 3, 2026

APPLICATION FOR SMALL-SCALE LAND USE AMENDMENT, SMALL-SCALE ZONING MAP
AMENDMENT, AND PLANNED DEVELOPMENT PROJECT

INVERNESS PLANNING & ZONING COMMISSION

STAFF REPORT

Background Information and Description

Analysis

Comprehensive Plan Consistency

Comprehensive Plan – Future Land Use Map Amendment

Zoning Map Amendment

LDC Sec 6.4 Exemptions to Subdivision Plan Review

Variance/Deviation from paragraph C.2.c

Administrative lot split under paragraph c.3.b

Public Facilities and Services Impacts

Exhibits

Exhibit A Overview Map

Exhibit B Detail Map

Exhibit C Current Future Land Use Map

Exhibit D Current Zoning Map

Exhibit E Proposed Site Plan

Exhibit F Graphical Rendering of Proposed Triplex

Exhibit G Front Elevation Plan

Basis for Planning & Zoning Commission Action

Legal Notices

Ordinance 2026-854 Small-scale Comprehensive Plan Land Use Map Amendment

Ordinance 2026-855 Zoning Map Amendment

SUPPORTING DOCUMENTS

1. Planning and Zoning Application for Small-scale Land Use Map Amendment and Small-scale Zoning Map Amendment
2. Planning and Zoning Application for administrative lot split
3. Current Warranty Deed
4. Citrus County Property Appraiser Property Record Card
5. Updated survey indicating proposed new lots
6. Site plan
7. Floor plan and elevation
8. Elevation rendering showing landscaping



City of Inverness Planning & Zoning Commission

Staff Report

Department of Community Development

EXECUTIVE SUMMARY

Application No.:	2026-LU-RZ-PD-003	
Meeting Dates:	Planning & Zoning Commission: June 3, 2026 City Council 1 st Reading: June 16, 2026 City Council 2 nd Reading & Public Hearing: July 7, 2026	
Proposed Amendments:	Comprehensive Plan	Small-Scale Comprehensive Plan Amendment to the Future Land Use Map to change 0.42 acres +/- from Low Density Residential to High Density Residential.
	Zoning Map	Amendment to the City of Inverness Zoning Map to change 0.42 acres +/- from R-1 to PDP
Applicant:	Liberty Investments Citrus County LLC	
Property Owner:	Liberty Investments Citrus County LLC	
Nature of the Request:	Comprehensive Plan Future Land Use Map Amendment, Zoning Map Amendment, and Planned Development Project	
Subject Property:	232 N. Trout Avenue – Located on the northeast corner of N. Trout Avenue and Emery Street	
Parcel ID:	20E19S180050 B0020 0014	
ALTKEY:	3292045	
Acreage:	Approximately 18,225 square feet (+/- 0.42 acres)	
Current Future Land Use:	Low Density Residential	
Current Zoning:	LD/R1	
Existing Use:	Vacant	
Proposed Future Land Use:	High Density Residential	
Proposed Zoning:	PDP	
Proposed Use:	Two triplexes	
Flood Zone:	According to the Flood Insurance Rate Map (FIRM), the subject property is not within a designated Flood Zone	
Adjacent Properties:	The subject property is currently vacant North – existing single-family residence within LD land use and R1 zoning East – existing single-family residence within LD land use and R1 zoning South – duplexes within LMD land use and R-3 zoning West – 8-plex attached residential within LD land use and R-1 zoning	
Ordinance 2026-854	Proposes changing the Future Land Use from Low Density to High Density	
Ordinance 2026-855	Proposes changing the zoning from R-1 to PDP	
Prepared By	Jeff Wells – City Planner	
Dated:	May 27, 2026	

BACKGROUND INFORMATION AND DESCRIPTION:

An Application for Future Land Use Amendment, Rezoning, and Planned Development Project was submitted by Liberty Investments Citrus County LLC as owner of the subject property. The Applicant intends to split the existing 0.42-acre parcel into two equal new parcels of 0.21 acres and then construct a residential triplex on each new parcel. Three dwelling units on the resulting 0.21 acres is a gross density of 14.2 dwelling units per acre. The Future Land Use of the property is currently designated as Low Density which limits the density to 2.5 dwelling units per acre requiring a land use amendment from Low Density to High Density.

The subject property is located within the historic LaBelle neighborhood of the City of Inverness, located north of SR44/W. Main Street, south of Lake Henderson, and five blocks west of the Central Business District. See maps in Exhibits A and B

Concurrent with the land use amendment is a request for rezoning from LD/R1 to PDP which will allow the applicant to craft a product design that meets their needs and also accomplishes the goals of the Comprehensive Plan; consistency with the Comprehensive Plan is outlined below.

The proposed new parcels will be 68 feet wide and 67 feet wide by 135 feet deep for a total of 9,112.5 square feet. The proposed lot width is a deviation from Section 6.4(C)(2)(c) of the City of Inverness Land Development Code, outlined further below, which requires a minimum lot width of 80 feet. The resulting corner lot will have a front setback on Emery Street of 25 feet and a front setback on Trout Avenue of 5 feet. The setback facing Trout Avenue is a deviation from Section 2.6(F) of the LDC which requires all yards fronting on a street have a minimum 25-foot setback. Both the deviation for the lot width and for the corner lot front setback can be addressed through the PDP approval process. Building dimensions, lot dimensions, and impervious coverage in the proposed plan, other than those specified above, all comply with provisions of the Land Development Code.

Adjacent properties are zoned LD/R1 to the north, east, and west, and LMD/R3 to the south. See Zoning Map in Exhibit D below.

On the south side of Emery Street, across from the subject property, is a series of three single-story duplexes. Elsewhere in the neighborhood are numerous attached single-family housing units. These examples illustrate how the general character of uses in the neighborhood are similar to that proposed for the subject property.

BUILDING COVERAGE AND TOTAL LOT COVERAGE

Square footage of each proposed lot	9,112sf
Impervious coverage of each triplex	3,574
Impervious coverage of 3 driveways	870
Total impervious	4,444
Proposed building impervious per lot	39%
Allowed building impervious	40%
Proposed total impervious per lot	48%
Allowed total impervious	75%

ANALYSIS

Comprehensive Plan Consistency

The application is consistent with the City of Inverness Comprehensive Land Use Plan and no conflicts were found. Following are the most relevant and applicable policy language from the City of Inverness Comprehensive Plan from which deliberation can be drawn. Comprehensive plan consistency is a central focus for the Planning and Zoning Commission.

Future Land Use Element

Goal 1.1: The Future Land Use Element will maintain a Future Land Use Plan to provide balanced and controlled city growth; to secure local residents' comfort and welfare, and to ensure that the character, magnitude, and location of all land uses provide a system for orderly growth and development.

Objective 1.1.1: Guide and control future development through implementation of the Inverness Comprehensive Plan and Land Development Regulations.

Policy 1.1.1.4: The City shall discourage isolated residential development that requires higher service costs.

Policy 1.1.1.7: The City shall encourage redevelopment and infill opportunities in the urbanized nodes and central town core. These activities shall support the efforts of the Community Redevelopment Area and the Central Business District as shown on the Future Land Use map.

Policy 1.1.1.8: The City shall encourage redevelopment of infill parcels. The city, through its Land Development Regulations and Future Land Use Map, shall encourage innovative land development techniques including planned use development (PUD), and mixed-use land use categories to support higher densities and multimodal connectivity appropriate for the Transportation Concurrency Exception Area.

Policy 1.1.1.11: The developer/owner of any site shall retain ultimate responsibility for on-site construction, maintenance, and management of stormwater runoff, which shall be provided in such a manner that post-development runoff rates, volumes, and pollutant loads do not exceed predevelopment conditions. The provision of stormwater runoff as it applies to single family dwellings shall fall under the City's existing stormwater drainage requirements in Chapter 19, City of Inverness Code of Ordinances.

Goal 1.2: To avoid land use conflicts with state, regional, and local governments having jurisdiction over lands within or adjacent to Inverness.

Objective 1.2.4: Coordinate all future land use with topography, soil conditions, and other natural features, and direct proposed development to areas with public facilities, services and promote infill opportunities in order to use the land in an efficient and environmentally acceptable manner.

Objective 1.2.5: The city shall promote redevelopment particularly where infill opportunities exist within the Transportation Concurrency Exception Area.

Policy 1.2.5.2: The City shall encourage higher densities, pedestrian facilities for walkability and bicycle access for multimodal transportation within the Transportation Concurrency Exception Area.

Objective 1.2.6: Discourage urban sprawl and promote orderly and compact development by directing new development into areas served by public facilities and services

Policy 1.2.6.1: The City shall locate future land uses at densities and intensities which will control urban sprawl and leapfrog developments that unduly deplete the physical, social, and fiscal resources of the City.

Goal 1.3: Provide a variety of residential opportunities to match the housing needs of existing and future residents.

Objective 1.3.1: Permit a variety of densities within the City for contrast in the residential land use categories.

Policy 1.3.1.2: The City shall encourage the use of innovative land development techniques including provisions in the Inverness Land Development Regulations for planned unit developments, zero lot line subdivisions, antiquated subdivisions land-use blending, and cluster housing.

Housing Element

Goal 2.1: Ensure a sufficient supply and variety of sound, safe, sanitary, and affordable dwellings in appropriate locations.

Objective 2.1.1: Continue to implement land development regulations which effectively guide and manage future growth to ensure that adequate and affordable housing will be met.

Policy 2.1.1.4: The City shall provide for variety of residential densities, housing sizes, and housing types, including manufactured homes, through the Future Land Use Plan and the Land Development Regulations.

Comprehensive Plan – Future Land Use Map Amendment – The proposed FLUM amendment will change the Future Land Use category from Low Density Residential to High Density Residential. The following comparison table is provided for reference.

Comprehensive Plan FLUM Category:	From Existing Low Density	To Proposed High Density
Maximum Density:	5.0 units/acre	17.5 units/acre

Source: City of Inverness Comprehensive Plan, Future Land Use Element

Zoning Map Amendment – The proposed Zoning Map Amendment will change the Zoning from LD-R1 to PDP. The following table is provided for reference.

Zoning District:	LD-R1	PDP
Allowable Uses:	Single-family dwellings, group home facilities, adult assisted living facilities.	Multi-family residential type units. Churches, schools, community or club buildings, and similar public and semi-public facilities, non-residential uses, offices, clinics and professional uses.
Maximum Density:	5.0 units/acre	Determined on case-by-case basis
Maximum Lot Coverage:	40%	Determined on case-by-case basis
Maximum Height:	30 feet per 2.5 floors	Determined on case-by-case basis

Source: City of Inverness Land Development Code

LAND DEVELOPMENT CODE Sec. 6.4 **Exemptions to Subdivision Plan Review**

C. Minor Subdivision.

2. To qualify for the exemption through this minor subdivision provision, the following conditions shall apply:

- a. An application for approval of the minor subdivision and exemptions to the platting requirement shall be required.

- b. Three (3) copies showing the original parcel of land and subsequent minor subdivision of land shall be prepared by a professional land surveyor and shall include the following information:
 - 1) Existing legal description, boundary survey and dimensions of the lot(s) to be subdivided.
 - 2) Legal descriptions, boundary survey and dimensions of the created parcels (lots).
 - 3) A statement whether water and/or sanitary sewer service is available to the property.
- c. All parcels so created shall meet the minimum lot frontage, area and dimensional requirements for the land use/zoning district in which they are located; however in no case shall residential lots have a minimum lot width of less than eighty (80) feet or in no case shall a non-residential lot have a minimum lot width of less than one hundred (100) feet.

(The application includes a deviation from this requirement as a reduction from 80 feet wide to 67 feet wide and can be considered through the PDP approval process.)

- d. A minor subdivision shall not result in an increase in density beyond that allowed by the Inverness Comprehensive Plan or this Code.
- e. A minor subdivision shall comply with all other provisions of this Code.
- f. If the proposed minor replat meets the conditions of this section and otherwise complies with all applicable laws and ordinances, the appropriate official shall approve the minor replat by signing the application form.
- g. After approval of the Plan Review Committee, the applicant shall, within thirty (30) days of receipt of the signed plat, submit the approved plat to the Circuit Court Clerk. Two (2) copies of the recorded plat shall be presented to the Clerk of the City of Inverness.

3. Restrictions

- a. No further division of an approved minor replat is permitted under this section, unless a development plan is prepared and submitted in accordance with this section.
- b. A minor subdivision shall contain no more than twelve (12) lots.

(This application proposes a minor subdivision resulting in two new lots. Being 12 or fewer lots, the request can be approved administratively.)

Public Facilities and Services Impacts

- A. Potable Water System:** The subject property is located within the City of Inverness Potable Water System Service Area. Any future development on the site will be served by the municipal water system. The Potable Water System is currently meeting or exceeding the adopted level of service standard for potable water established by the City's Comprehensive Plan. The LOS standard is 125 gallons per capita per day. The comprehensive plan averages residential units at 2.14 persons per household. Therefore, for calculation of water supply needs this assessment employs a base residential unit level of service of 267.5 gallons per day (gpd).

Project Impact: 6 units x 267.5 gpd = 1,605 gpd which is well within the water system's surplus treatment capacity.

- B. Sanitary Sewer Facilities:** The subject property is located within the City of Inverness sanitary sewer system service area. Any future development on the site will be served by the municipal wastewater system. The wastewater system is currently meeting or exceeding the adopted level of service (LOS) standard established by the City's Comprehensive Plan. The LOS standard is 75 gallons per capita per day. The comprehensive plan averages residential units at 2.14 persons per household. Therefore, for calculation of wastewater needs this assessment employs a base residential unit level of service of 160.5 gallons per day.

Project Impact: 6 units x 160.5 gpd = 963 gpd which is well within the wastewater system's surplus treatment capacity.

- C. Solid Waste:** The Level of Service standard for the City of Inverness is 3.5 pounds of solid waste per day per capita, as defined in the Infrastructure Element. Residential and commercial land uses in the city are served by a private service provider. Generally, solid waste is collected, hauled and landfilled by private sector providers under contract.

Project Impact: There are no municipal solid waste facilities.

- D. Traffic Circulation Impacts - Roads:** The addition of six (6) new dwelling units is expected to have little to no impact on the adjacent streets and surrounding neighborhood.

EXHIBIT A – Area Overview Map

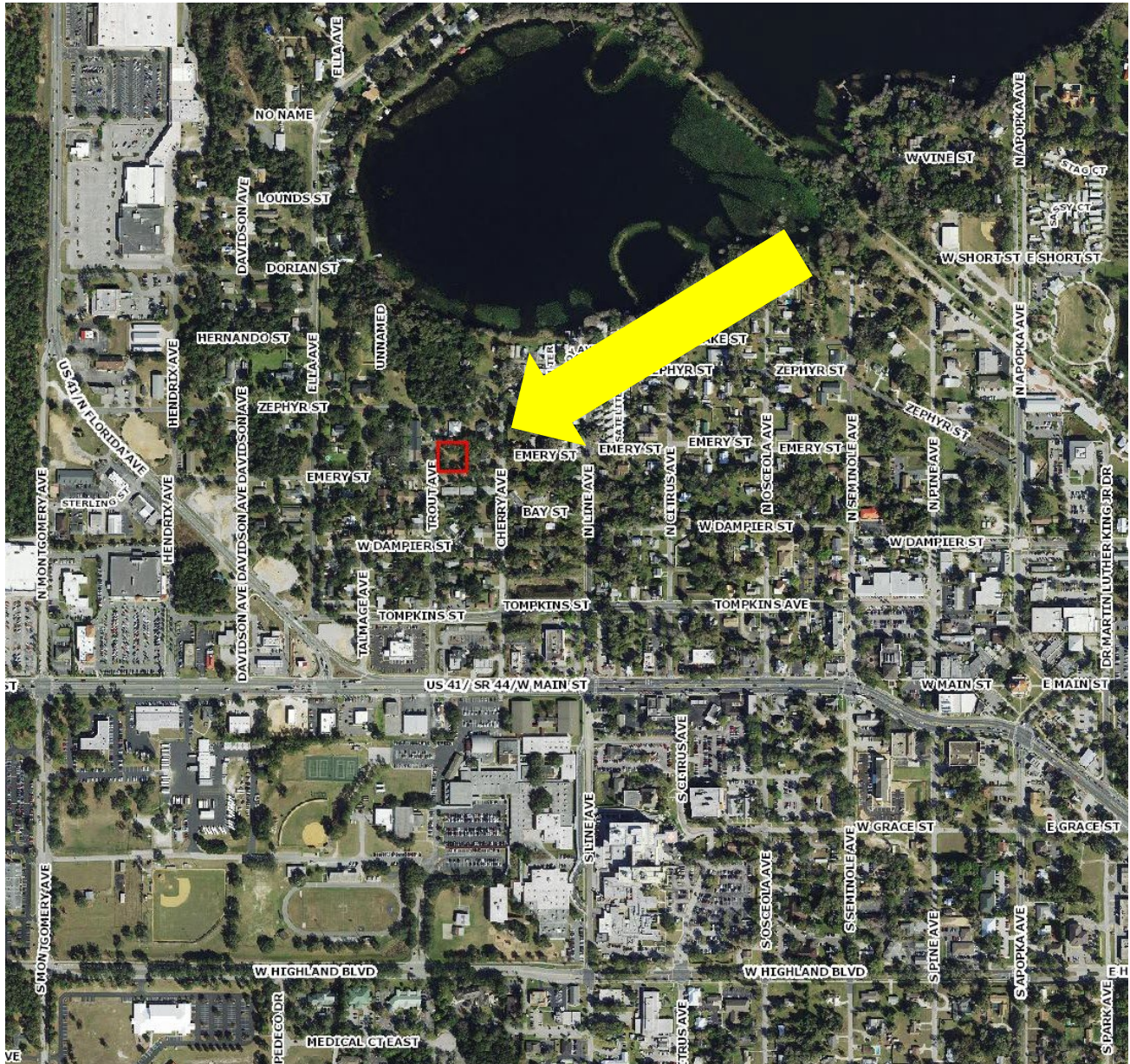
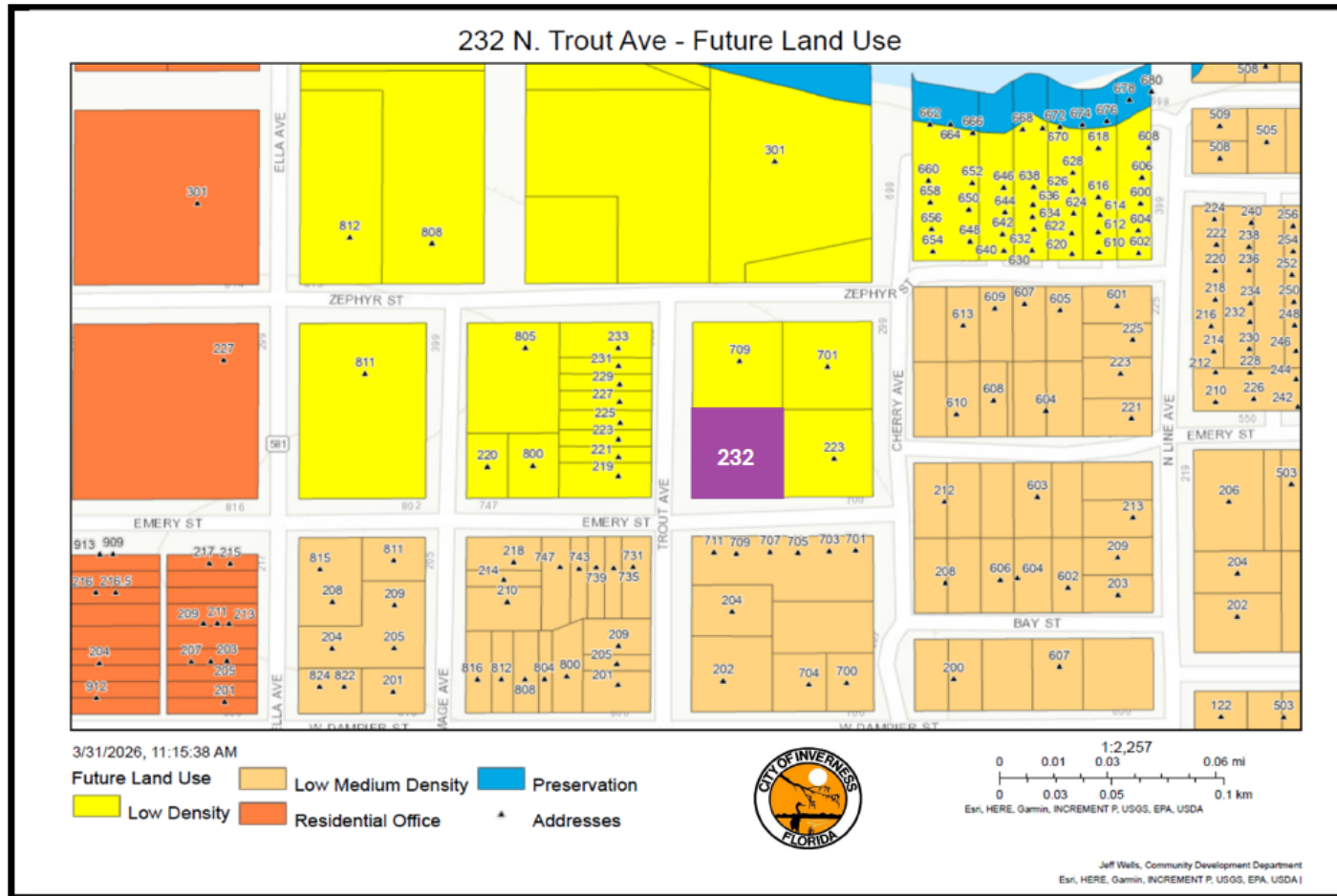


EXHIBIT B – Detail Map



EXHIBIT C – Current Future Land Use Map

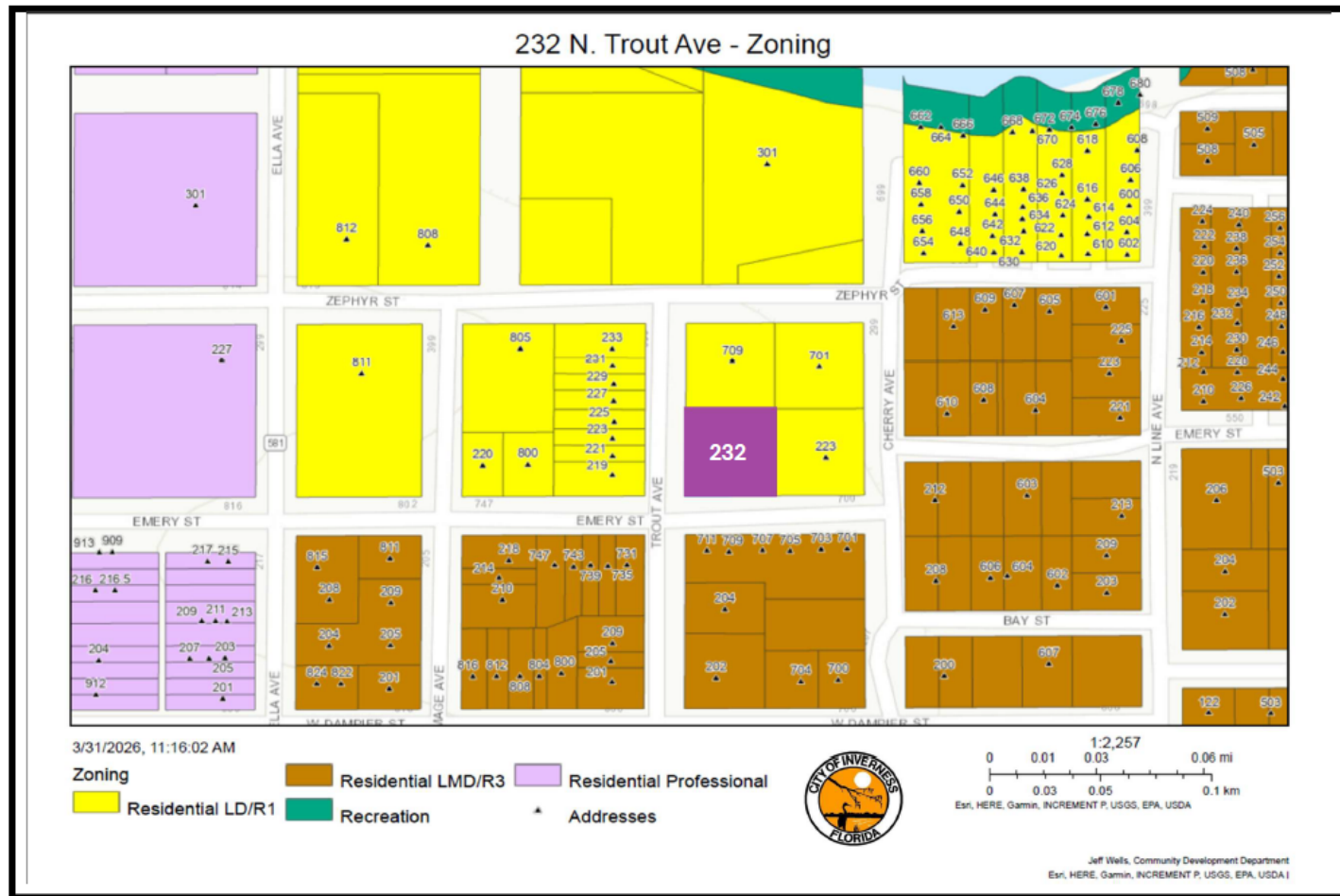


232 N. Trout Ave

City of Inverness
Prepared by: Jeff Wells
Date: April 23, 2026



EXHIBIT D – Current Zoning Map



232 N. Trout Ave

City of Inverness
Prepared by: Jeff Wells
Date: April 23, 2026



[illegible]

Planning & Zoning Commission – Staff Report – 2026-LU-RZ-PD-003 – Liberty Investments Citrus County LLC

EXHIBIT F – Graphical Rendering of Proposed Triplex



EXHIBIT G – Front Elevation Plan



EXHIBIT H – Current Property Photos





Ordinance 2026-854

AN ORDINANCE AMENDING THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN ORDINANCE 2016-713 OF THE INVERNESS CODE OF ORDINANCES FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY REVISING THE GENERALIZED FUTURE LAND USE MAP ON APPROXIMATELY 0.42 ACRES FROM LOW DENSITY (LD) TO HIGH DENSITY (HD); PROPERTY AS FURTHER DESCRIBED HEREIN BELOW; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 2026-855

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.42 ACRES OF LAND FROM LOW DENSITY RESIDENTIAL (LD/R-1) TO PLANNED DEVELOPMENT PROJECT (PDP) AS FURTHER DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

BASIS FOR PLANNING & ZONING COMMISSION ACTION

§ 163.3184, Fla. Stat. (2025)

(2) COMPREHENSIVE PLANS AND PLAN AMENDMENTS.—

(a) Plan amendments adopted by local governments shall follow the expedited state review process in subsection (3), except as set forth in paragraphs (b) and (c).

(b) Plan amendments that qualify as small-scale development amendments may follow the small-scale review process in s. 163.3187.

Land Development Code – SEC. 3.5

C. Duties and Responsibilities. The local planning agency, in accordance with F.S. §§ 163.3161 through 163.3211, shall:

1. Conduct the comprehensive planning program and prepare the comprehensive plan or elements or portions thereof for the City.
2. Coordinate such comprehensive plan or elements or portions thereof with the comprehensive plan of other appropriate local governments and the state.
3. Recommend such comprehensive plan or elements or portions thereof to the City Council for adoption.
4. Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the City Council such changes in the comprehensive plan as may be required from time to time.

LAND DEVELOPMENT CODE – SEC. 4.2

Amendments to Zoning District Map

The zoning district map may be amended from time to time to change the zoning district within the incorporated area of the City of Inverness, Florida, in accordance with section 4.1 of this Code and the following procedures:

- A. Origination of Proposed Amendments.** *Proposed amendment to the zoning district map changing the zoning district within the incorporated area of the City of Inverness, Florida, may originate by resolution of the City Council, the Planning and Zoning Commission or by application of the owners of fifty-one (51) percent or more of the land area involved in the proposed change.*

Proposals originating with the City Council or the Planning and Zoning Commission must be reflected in an appropriate resolution of the originating body and a copy of such resolution, upon adoption, shall be filed with the designated Administrative Official.

Proposals originating with the owners of fifty-one (51) percent or more of the land area involved in the proposed change shall be in the form of an application required and provided by the designated Administrative Official and shall be submitted to the designated

Administrative Official together with the fee established in the manner prescribed in this Code. Such application shall be signed by the owner of fifty-one (51) percent or more of the land area involved in the proposed change and described in the application or by the authorized agent of such owner or owners. Notarized written authority authorizing a person other than the property owner to sign an application shall be attached to such application.

B. Referral to the Planning and Zoning Commission. *Any proposal for amendment to the zoning district map pursuant to this section shall, upon receipt by the designated Administrative Official, be referred to the Planning and Zoning Commission for consideration and the formulation of a recommendation to the City Council.*

C. Hearing by Planning and Zoning Commission. *Upon receipt of an application for amendment to the zoning district map pursuant to this section and reference thereof to the Planning and Zoning Commission, the designated Administrative Official shall, upon notification by the Chairman of the Planning and Zoning Commission of the date fixed for hearing, cause notices of the time, place and purpose of a hearing upon the application to be published, mailed and posted in the manner provided in section 3.11B of this Code. At the time and date established by such notice, the Planning and Zoning Commission shall conduct a hearing upon the application in the manner provided by section 3.11C and D of this Code and, shall recommend adoption or denial of the application to the City Council; provided, however, that in the case of a Proposed Planned Development Project Plan (PDP), the Planning and Zoning Commission shall recommend adoption, adoption with modifications and/or conditions or denial of the application to the City Council.*

D. Action by City Council. *Following hearing by the Planning and Zoning Commission, the designated Administrative Official shall submit the proposed amendment to the zoning district map, with the recommendation of the Planning and Zoning Commission, to the City Council for consideration. No proposal to amend the zoning district map shall be permitted to be withdrawn by the applicant from and after the date on which the Planning and Zoning Commission makes its recommendation to the City Council regarding such proposed amendments. The City Council shall consider and act upon such application and the recommendation of the Planning and Zoning Commission in the manner prescribed by law for the adoption of ordinances by the City Council and thereafter adopt or refuse to adopt such proposed amendment.*

E. Special Requirements Respecting Amendment to Zoning District. *If any requested land use, or presently given use, is not specifically identified or permitted in a given zoning district by the provisions of this Code, it shall not be permitted by any agency unless this Code is amended according to the required amendment procedure.*

F. Finality of Decision. *Whenever the City Council has taken action to deny a proposed amendment to the zoning district map originating upon application of the owners of fifty-one (51) percent or more of the property involved in the proposed change, unless such denial is specifically without prejudice to reapplication, no other application by the*

owners of such land for amendment to the zoning district map respecting such land shall be accepted by the designated Administrative Official of consideration by the Planning and Zoning Commission or City Council for a period of one (1) year from the date of the action denying the proposed amendment.

LAND DEVELOPMENT CODE – APPENDIX D, SEC. 4.0

Planned Development Project Approval Procedure

Approval for a planned development project is obtained through a two-step process. The first step is an approval of the preliminary master plan and zoning of the land. The second step consists of final master plan approval along with the recording to the developer's commitment agreement form.

INTERVENING ACTIONS

None

LEGAL NOTICES

Section 3.11(B) lists procedures to be used to Notice a Public Hearing by the Planning and Zoning Commission and the Zoning Board of Adjustment. These requirements include the following: 1) Notice of Hearing to be published at least once in a newspaper of general circulation; 2) mail similar notice to all property owners within a distance of 200 feet from the property line; and 3) posting of notices of the hearing date, time, purpose and location. The Legal Notice, List of property owners within 200' that were sent direct mail notice, and pictures of the signage posted at the property are attached herein.

Notices Mailed to Neighboring Property Owners on May 18, 2026

	"PATRICIA MARJORIE MCELROY 301 CHERRY AVE INVERNESS FL 34450"
"BECKY MICHELLE LOWE-COTTON 204 TROUT AVE INVERNESS FL 34450"	"JEAN W CONSTANT 701 ZEPHYR ST INVERNESS FL 34450"
"ANDREA C ROCHFORD 610 EMERY ST INVERNESS FL 34450-4010"	"ETHAN MORRISON 709 ZEPHYR ST INVERNESS FL 34450"
"MELISSA BLAIR 735 EMERY ST INVERNESS FL 34450"	"TRACY COLLINS 805 ZEPHYR ST INVERNESS FL 34450"
"BETTY JO MEEK 743 EMERY ST INVERNESS FL 34450-4061"	"LIBERTY INVESTMENTS CITRUS COUNTY LLC 412 KISMET AVE INVERNESS, FL 34450"
"DAVID C PALUMBO JR 77 S HUNTING LODGE DR INVERNESS FL 34453"	"EMERY PROPERTIES LLC 3100 JENNINGS DR SARASOTA FL 34239"
"THOMAS L HAGAR PO BOX 309 INVERNESS FL 34451-0309"	"MELISSA BLAIR 5317 FRUITVILLE RD 177 SARASOTA FL 34232"
"JOHN PARKS MALONE II 212 CHERRY AVE INVERNESS FL 34450"	"CARLOS DELGADO 1997 E FM120 DENISON TX 75021"
"TAMMY L POSEY 223 CHERRY AVE INVERNESS FL 34450"	PETER S SNYDER 11709 E. CROW LN INVERNESS, FL 34450
	TIFFANY ROBINSON 800 EMERY ST INVERNESS, FL 34450

Notice published in the Citrus Chronicle on April 22, 2026

B2 Wednesday, April 22, 2026

Citrus County Chronicle

PUBLIC NOTICE IS HEREBY GIVEN that the City of Inverness Planning and Zoning Commission and the City Council of the City of Inverness will hold Public Hearings pursuant to Sections 163.3184 and 163.3187 Florida Statutes to consider a proposed Small-Scale Amendment to the City of Inverness Comprehensive Plan by Ordinance 2026-854, and Section 4.2 of the City of Inverness Land Development Code to consider a proposed Amendment to the Zoning Map of the City of Inverness, Florida by Ordinance 2026-855 as follows:



Planning & Zoning Commission:
Wednesday, May 6, 2026 at 5:00 p.m.

1st Reading for City Council:
Tuesday, May 19, 2026 at 5:30 p.m.

Adoption Public Hearing for City Council:
Tuesday, June 2, 2026 at 5:30 p.m.

Note: All hearings are held at 212 W. Main St., Inverness, FL 34450

ORDINANCE 2026-854

AN ORDINANCE AMENDING THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN ORDINANCE 2016-713 OF THE INVERNESS CODE OF ORDINANCES FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY REVISING THE GENERALIZED FUTURE LAND USE MAP ON APPROXIMATELY 0.42 ACRES FROM LOW DENSITY (LD) TO HIGH DENSITY (HD); PROPERTY AS FURTHER DESCRIBED HEREIN BELOW; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

AND

ORDINANCE 2026-855

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.42 ACRES OF LAND FROM LOW DENSITY RESIDENTIAL (LD/R-1) TO PLANNED DEVELOPMENT PROJECT (PDP) AS FURTHER DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinances.

Copy of the proposed ordinance will be on file and available for inspection by the public in the office of the City Clerk in the City Hall, 212 W. Main Street, Inverness, Florida, between the hours of 8:30 AM and 4:00 PM, Monday through Friday of each week.

Be advised that if any person or persons may wish to appeal a decision of the City Council of the City of Inverness, Florida, made at this meeting, a record of the proceedings will be needed by such person or persons and a verbatim record may be needed.

This Notice is issued under my hand as the President of the City Council of the City of Inverness this 14th day of April, 2026.

Attest: /s/ Susan Jackson /s/ Crystal Lizanich
Susan Jackson City Clerk Crystal Lizanich, President of City Council

C:\MSGA\MS002

Signs posted on the subject property on May 4, 2026



REFERENCES

The following information is attached for reference:

1. Planning and Zoning Application
2. Warranty Deed
3. Property Record Card
4. Staff Report dated May 27, 2026
5. Updated survey
6. Site plan
7. Floor plan and elevation
8. Elevation rendering showing landscaping
9. Ordinance 2026-854 Small-scale Comprehensive Plan Land Use Map Amendment
10. Ordinance 2026-855 Zoning Map Amendment

STAFF RECOMMENDATION

Based on the information and analysis contained within this report, staff recommends a finding of consistency with the Comprehensive Land Use Plan for the following:

1. Ordinance 2026-854 Future Land Use Map Amendment changing the land use from Low Density Residential to High Density Residential
2. Ordinance 2026-855 Zoning Map Amendment changing the zoning district from LD-R1 to PDP
3. Proposed Master Plan for Planned Development on each of the two new parcels following an administrative lot split



City of Inverness

Community Development Department
212 West Main Street – Inverness, Florida 34450
(352)726-3401 - Fax (352)726-5473
DDS@Inverness.gov

PLANNING AND ZONING APPLICATION

Please note: All applicants should attend a pre-application conference with the Community Development Director prior to filing this application.

Date: February 5, 2026

Application No: _____

Applicant Name: Liberty Investments Citrus County, Phone # 504-416-8072

Address: P.O. Box 352, Inverness, FL 34451 LLC — matto@osbornecontractors.com

Email Address: lisa@osbornecontractors.com

Fax # _____

Applicant is: ☒ Owner ☐ Agent ☐ Purchaser ☐ Lessee ☐ Other _____

Owner's Name: Liberty Investments Citrus County, Phone # _____

Address: P.O. Box 352, Inverness 34451 LLC

Email Address: matto@osbornecontractors.com

Fax # _____

Application Type:

- | | | |
|---|--|--|
| ☐ Annexation | ☒ Rezoning | ☒ Comprehensive Plan Amendment |
| ☐ Variance – Residential | ☐ Administrative Appeal | ☐ Preliminary Plat Review |
| ☐ Variance | ☐ Final Plat | ☐ Special Exception Use |
| ☐ Road/Easement Vacation | ☒ Planned Unit Development | |
| ☐ Other: _____ | | |

Reason for Request: Build 7 townhouses

Project Title (If any): _____

Property Address: 232 Trout Ave., Inverness

Property size (acres): .42

Parcel ID Number: 20E195180050B00200014

Existing use of Property: Vacant Lot

Existing Zoning: LD

Existing land use designation: LD

Current number of structure(s) on the property: 0

Type of Structure(s) on the property (house, shed, etc.): 0

Proposed use of Property: 7 Townhouses

Proposed Zoning: PD

Proposed land use designation: H0 Res

Please explain your request for the proposed zoning and/or future land use: Proposed build
of 7 townhouses with off-street parking

What utilities currently exist on the site?

☒ Water ☒ Sewer ☐ Well ☐ Septic ☐ None

What utilities are proposed to be used?

☒ Water ☒ Sewer ☐ Well ☐ Septic ☐ None

Have any previous applications been filed within the last year in connection with this property?

☐ Yes ☒ No

If yes, please describe and give application numbers: _____

Submittal Requirements: (Check Box for each item you are attaching)

All applications MUST provide the following:

- ☒ Completed Planning and Zoning Application.
- ☒ Copy of the Recorded Deed(s) for the property.
- ☒ Copy of Property Record Card(s) (available online at <http://www.citruspa.org>)
- ☒ Owner's/Agent's affidavit (last page of this application)

All Applications MUST provide the following upon request by the City:

- ☒ Lot Plan
- ☒ Survey of the Property
- ☒ Diagram

Specific attachments:

- ☐ Annexation: Complete electronic legal description in MS Word Format.
- ☐ Large Scale Comprehensive Plan Amendment (LPSPA): Complete electronic legal description in Word.
- ☐ Variance: Survey of property detailing variance request.
- ☐ Special Exception: Survey of property detailing special exception request.
- ☐ Preliminary Plat Application: 7 copies of site plan and 1 electronic copy.
- ☐ Final Plat Application: 7 copies of the plat and 1 electronic copy.
- ☐ Road/Lot/Parcel/Plat/Easement Vacation: Survey detailing request.
- ☒ Planned Unit Development (PUD) Zoning: 7 copies of site plan and 1 electronic copy.
- ☒ Other: Small scale CPA -> HD Re

ONLY CONCURRENT ANNEXATION, REZONING AND COMPREHENSIVE PLAN
AMENDMENTS ARE ALLOWED ON A SINGLE APPLICATION



City of Inverness

Community Development Department
212 West Main Street – Inverness, Florida 34450
(352)726-3401 - Fax (352)726-5473

DDS@Inverness-fl.gov

Property Owner & Agent Affidavit

Before me, the undersigned authority personally appeared, Matthew T. Osborne (property owner's name), who being by me duly on oath, deposes and says: for Liberty Investments Citrus County, LLC

1. That said authority is a fee-simple owner of the property legal described in this application.
2. That said authority desires to: Request to build 7 townhouses at
232 Trout Ave, Inverness, Florida
3. That said authority (Property owner) has appointed _____ (Agent's name to act in his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations and provisions of the City of Inverness, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further that this application and attachments shall become part of the Official Records of the City of Inverness, Florida are not returnable.

B. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Property Owner's Signature

Agent's Signature

STATE OF FLORIDA
COUNTY OF CITRUS

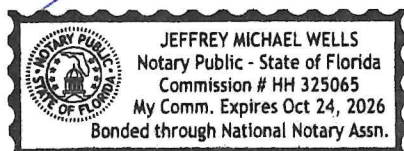
Subscribed and sworn to (or affirmed) before me on

February 5, 2026 (date) by

Matthew T. Osborne (name) of an affiant

deponent or other signer. He/She is personally known to me or has presented FL Driver Lic as identification.

Public Notary



STATE OF FLORIDA
COUNTY OF CITRUS

Subscribed and sworn to (or affirmed before me on

_____ (date) by

_____ (name) of an affiant

deponent, or other signer. He/She is personally known to me or has presented _____ as identification.

Public Notary



City of Inverness

Community Development Department
212 West Main Street – Inverness, Florida 34450
(352)726-3401 - Fax (352)726-5473

DDS@Inverness.gov

PLANNING AND ZONING APPLICATION

Please note: All applicants should attend a pre-application conference with the Community Development Director prior to filing this application.

Date: 5/11/26

Application No: _____

Applicant Name: Liberty Investments, Citrus County, LLC Phone # 504-416-8072

Address: P.O. Box 352, Inverness, FL 34451

Email Address: matto@osbornecontractors.com Fax # _____

Applicant is: ☒ Owner ☐ Agent ☐ Purchaser ☐ Lessee ☐ Other _____

Owner's Name: Liberty Investments Citrus County, LLC Phone # 504-416-8072

Address: P.O. Box 352, Inverness, FL 34451

Email Address: matto@osbornecontractors.com Fax # _____

Application Type:

- | | | |
|---|---|---|
| ☐ Annexation | ☐ Rezoning | ☐ Comprehensive Plan Amendment |
| ☐ Variance – Residential | ☐ Administrative Appeal | ☐ Preliminary Plat Review |
| ☐ Variance | ☐ Final Plat | ☐ Special Exception Use |
| ☐ Road/Easement Vacation | ☐ Planned Unit Development | |

☒ Other: An application for approval of the minor subdivision and
Reason for Request: exemptions to platting requirement of Sec. 6.4.

Project Title (If any): _____

Property Address: 232 N. Trout Ave., Inverness 34450

Property size (acres): .42 Parcel ID Number: 20E19S180050 B0020

Existing use of Property: Vacant lot Existing Zoning: LMD 0014

Existing land use designation: _____

Current number of structure(s) on the property: None

Type of Structure(s) on the property (house, shed, etc.): _____

Proposed use of Property: _____

Proposed Zoning: _____ Proposed land use designation: _____

Please explain your request for the proposed zoning and/or future land use: Intention to split the lot into 2 parcels - please include this request with my application for land use change, zoning change, and P.D.

What utilities currently exist on the site?

☒ Water ☒ Sewer ☐ Well ☐ Septic ☐ None

What utilities are proposed to be used?

☒ Water ☒ Sewer ☐ Well ☐ Septic ☐ None

Have any previous applications been filed within the last year in connection with this property?

☒ Yes ☐ No

If yes, please describe and give application numbers: _____

Submittal Requirements: (Check Box for each item you are attaching)

All applications MUST provide the following:

- ☐ Completed Planning and Zoning Application.
- ☐ Copy of the Recorded Deed(s) for the property.
- ☐ Copy of Property Record Card(s) (available online at <http://www.citruspa.org>)
- ☐ Owner's/Agent's affidavit (last page of this application)

All Applications MUST provide the following upon request by the City:

- ☐ Lot Plan
- ☐ Survey of the Property
- ☐ Diagram

Specific attachments:

- ☐ Annexation: Complete electronic legal description in MS Word Format.
- ☐ Large Scale Comprehensive Plan Amendment (LSPCA): Complete electronic legal description in Word.
- ☐ Variance: Survey of property detailing variance request.
- ☐ Special Exception: Survey of property detailing special exception request.
- ☐ Preliminary Plat Application: 7 copies of site plan and 1 electronic copy.
- ☐ Final Plat Application: 7 copies of the plat and 1 electronic copy.
- ☐ Road/Lot/Parcel/Plat/Easement Vacation: Survey detailing request.
- ☐ Planned Unit Development (PUD) Zoning: 7 copies of site plan and 1 electronic copy.
- ☐ Other: _____

ONLY CONCURRENT ANNEXATION, REZONING AND COMPREHENSIVE PLAN AMENDMENTS ARE ALLOWED ON A SINGLE APPLICATION



City of Inverness

Community Development Department
212 West Main Street – Inverness, Florida 34450
(352)726-3401 - Fax (352)726-5473

DDS@Inverness-fl.gov

Property Owner & Agent Affidavit

Before me, the undersigned authority personally appeared, Liberty Investments (property owner's name), who being by me duly on oath, deposes and says: Citrus County, LLC

1. That said authority is a fee-simple owner of the property legal described in this application.
2. That said authority desires to: _____

3. That said authority (Property owner) has appointed _____ (Agent's name to act in his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations and provisions of the City of Inverness, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further that this application and attachments shall become part of the Official Records of the City of Inverness, Florida are not returnable.

B. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Lisa Osborne
Property Owner's Signature
for Liberty Investments
Citrus County, LLC

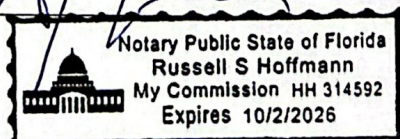
STATE OF FLORIDA
COUNTY OF CITRUS

Subscribed and sworn to (or affirmed) before me on

MAY 11 2024 (date) by
LISA OSBORNE (name) of an affiant

deponent or other signer. He/She is personally known to me
or has presented _____ as identification.

Public Notary



Agent's Signature

STATE OF FLORIDA
COUNTY OF CITRUS

Subscribed and sworn to (or affirmed before me on

_____ (date) by
_____ (name) of an affiant

deponent, or other signer. He/She is personally known to me
or has presented _____ as identification.

Public Notary

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Dawn Martone

American Title Services of Citrus Co. Inc.

2230 Highway 44 West

Inverness, FL 34453

Property Appraisers Parcel I.D. No: **20E19S180050 B0020 0014**

Space Above This Line For Recording Data

THIS WARRANTY DEED,

made the 19 day of December, 2025 by **Gordon J. Ash**, herein called the grantor, to **Liberty Investments Citrus County LLC, a Florida Limited Liability Company**, whose post office address is 1426 N. Roman Street, New Orleans, LA 70116, hereinafter called the Grantee:

(Wherever 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)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of **\$10.00** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **CITRUS** County, State of Florida, viz.:

The West 1/2 of the South 1/2 of Lot or Block 2 in the South 1/2 of Government Lot 1, Labelle Addition to the City of Inverness, according to the Plat thereof, recorded in Plat Book 1, Page(s) 55, of the Public Records of Citrus County, Florida.

Grantor hereby certifies that the above described property is not his/her constitutional homestead as made and provided by the laws of the State of Florida, and is not now and never has been contiguous to Grantor's homestead.

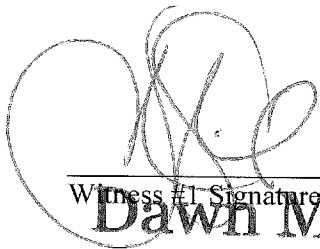
TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and easements and restrictions of record, the mention of which shall not serve to re-impose them.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances incurred by the Grantors, except taxes for the current year and all subsequent years.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:



Witness #1 Signature

Dawn Martone

Witness #1 Printed Name



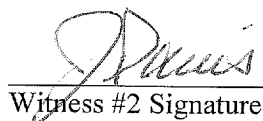
Gordon J. Ash

327 Bay Breeze Drive , Elk Rapids, MI 49629

Witness #1 Post Office Address (Street)

2230 Hwy 44 W Inverness FL 34453

Witness #1 Post Office Address (City, State, Zip)



Witness #2 Signature

JACQUELINE DAVIS

Witness #2 Printed Name

Witness #2 Post Office Address (Street)

2230 Hwy 44 W Inverness FL 34453

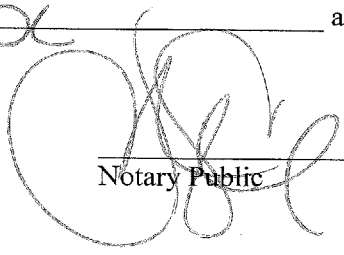
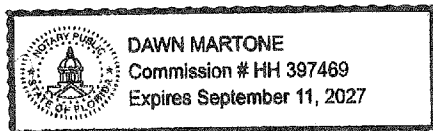
Witness #2 Post Office Address (City, State, Zip)

STATE OF FL

COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of December, **2025** by **Gordon J. Ash** who is personally known to me or has produced FL as identification.

SEAL


Notary Public

My commission expires:

Altkey: 3292045

LIBERTY INVESTMENTS CITRUS COUNTY LLC

Parcel ID: 20E19S180050 B0020 0014

232 TROUT AVE , INVERNESS, 34450

Citrus County Property Appraiser, Cregg E. Dalton

PC Code	0000 - VACANT
Bldg Counts	Res 0 / MH 0 / Comm 0
Nbhd	4730 - INVERNESS (TOWN OF) AREA
Tax District	000T - CITY OF INVERNESS
Subdivision	001115 - LA BELLE
Short Legal	LA BELLE ADD PB 1 PG 55 TRACT 4: W1/2 OF S1/2 OF BLK 2 INS1/2 OF GOVT LOT 1 TITLE IN OR BK 1874 PG 2123 & OR BK 1897PG 1422 OR BK 2475 PG 1787
Est. Parcel Sqft	18,225
Est. Parcel Acres	.42
Map SC-TW-RG	18-19S-20E

Recording Activity Notification (RAN) system [WORRIED ABOUT PROPERTY FRAUD?](#)

Mailing Address

Name	LIBERTY INVESTMENTS CITRUS COUNTY LLC
Mailing Address	1426 N ROMAN ST NEW ORLEANS LA 70116

All Owners

Name	Owner Type
LIBERTY INVESTMENTS CITRUS COUNTY LLC	BU - Business

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Cap Savings	Tax Estimate	Tax Link
2025	\$35,250	\$0	\$35,250	\$23,745	\$0	\$23,745	\$0	\$579.48	Link
2024	\$23,500	\$0	\$23,500	\$21,586	\$0	\$21,586	\$0	\$483.23	Link

Tax Estimate upon sale of the property (no assessment capping or exemptions)

Year	Tax Dist	District Name	Market Value	Millage Rate	Tax Estimate
2025	000T	CITY OF INVERNESS	\$35,250	21.8118	\$768.87

Buyer Beware!

Property taxes may be affected with change in ownership. When buying real estate property, you should not assume that property taxes will remain the same. Whenever there is a change in ownership, the assessed value of the property may reset to full market value, which could result in higher property taxes. Please use our tax estimator to approximate your new property taxes. Homestead exemptions and agricultural classifications are not transferable to the new owner. You must apply for your own exemptions and agricultural classifications.

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
12/19/2025	\$32,500	3630/2066	00-WARRANTY DEED	V
07/19/2022	\$100	3304/1017	07-LIFE ESTATE	V
04/01/2012	\$8,000	2475/1787	00-WARRANTY DEED	V
07/01/2005	\$100	1897/1422	02-MIN DOC STAMP (\$100)	V
06/27/2005	\$227,000	1874/2123	00-WARRANTY DEED	V

DISCLAIMER

Sales do not generally appear in database until approximately 8 to 10 weeks after the recording date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	0008-SFR NON-WATERFRONT	F-FRONT FOOT	135.00	135.0	135				LD

	Total Misc Value
--	------------------



6250 N. Military Trail, Suite 102
West Palm Beach, FL 33407
Phone 1: 561-640-4800
Phone 2: 1-800-226-4807
Fax 1: 561-640-0576
Fax 2: 1-800-741-0576

Invoice

To: AMERICAN TITLE SERVICES
Survey Number: 725016
Order Date: 12/9/2025
Deliver To Attn: DAWN MARTONE
Deliver To: AMERICAN TITLE SERVICES
2230 HWY 44 WEST
INVERNESS, FL 34453

Property Address: 232 NORTH TROUT AVENUE
INVERNESS, FL 34450

Buyers:
Sellers:
Client File #:

Item	Description	Amount
Survey	Survey	\$385.00
Invoice Total		\$385.00

Amount Invoiced To Date: \$385.00

Amount Paid To Date: \$0.00

Total Amount Due: \$385.00

To pay with a credit card please use this link <https://securepayment.link/targetsurveying>

LEGAL DESCRIPTION AND CERTIFICATION

THE WEST ½ OF THE SOUTH ½ LOT OR BLOCK 2, IN THE SOUTH ½ OF GOVERNMENT LOT 1, LABELLE ADDITION TO THE CITY OF INVERNESS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA,

Community Number: 120348 Panel: 0354 Suffix: D F.I.R.M. Date: Flood Zone: X Field Work: 12/12/2025

Certified To:
; AMERICAN TITLE SERVICES; ;

Property Address:
232 NORTH TROUT AVENUE
INVERNESS, FL 34450

Survey Number: 725016

Client File Number:

ABBREVIATION DESCRIPTION:

A.E.	ANCHOR EASEMENT	F.F. EL.	FINISH FLOOR ELEVATION
A/C	AIR CONDITIONER	F.I.P.	FOUND IRON PIPE
B.M.	BENCH MARK	F.I.R.	FOUND IRON ROD
B.R.	BEARING REFERENCE	F.P.K.	FOUND PARKER-KALON NAIL
(C)	CALCULATED	(L)	LENGTH
?	CENTRAL / DELTA ANGLE	L.A.E.	LIMITED ACCESS EASEMENT
CH	CHORD	L.M.E.	LAKE MAINTENANCE EASEMENT
(D)	DEED / DESCRIPTION	(M)	MEASURED / FIELD VERIFIED
D.E.	DRAINAGE EASEMENT	M.H.	MANHOLE
D.H.	DRILL HOLE	N&D	NAIL & DISK
D.W.	DRIVEWAY	N.R.	NOT RADIAL
E.O.W.	EDGE OF WATER	N.T.S.	NOT TO SCALE
F.C.M.	FOUND CONCRETE MONUMENT	O.H.L.	OVERHEAD UTILITY LINES

O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.C.	POINT OF REVERSE CURVE
P.T.	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
(R)	RADIAL / RADIUS
S.I.R.	SET IRON ROD
T.O.B.	TOP OF BANK
U.E.	UTILITY EASEMENT

SYMBOL DESCRIPTIONS:

	= CATCH BASIN		= MISC. FENCE
	= CENTERLINE ROAD		= PROPERTY CORNER
	= COVERED AREA		= UTILITY BOX
	= EXISTING ELEVATION		= UTILITY POLE
	= HYDRANT		= WATER METER
	= MANHOLE		= WELL
	= METAL FENCE		= WOOD FENCE



(SIGNED)

DAVID G CUTLER
PROFESSIONAL SURVEYOR AND MAPPER #5593

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

PRINTING INSTRUCTIONS:

WHEN PRINTING BE SURE TO SELECT "ACTUAL SIZE" TO ENSURE PROPER SCALING. DO NOT USE "FIT"

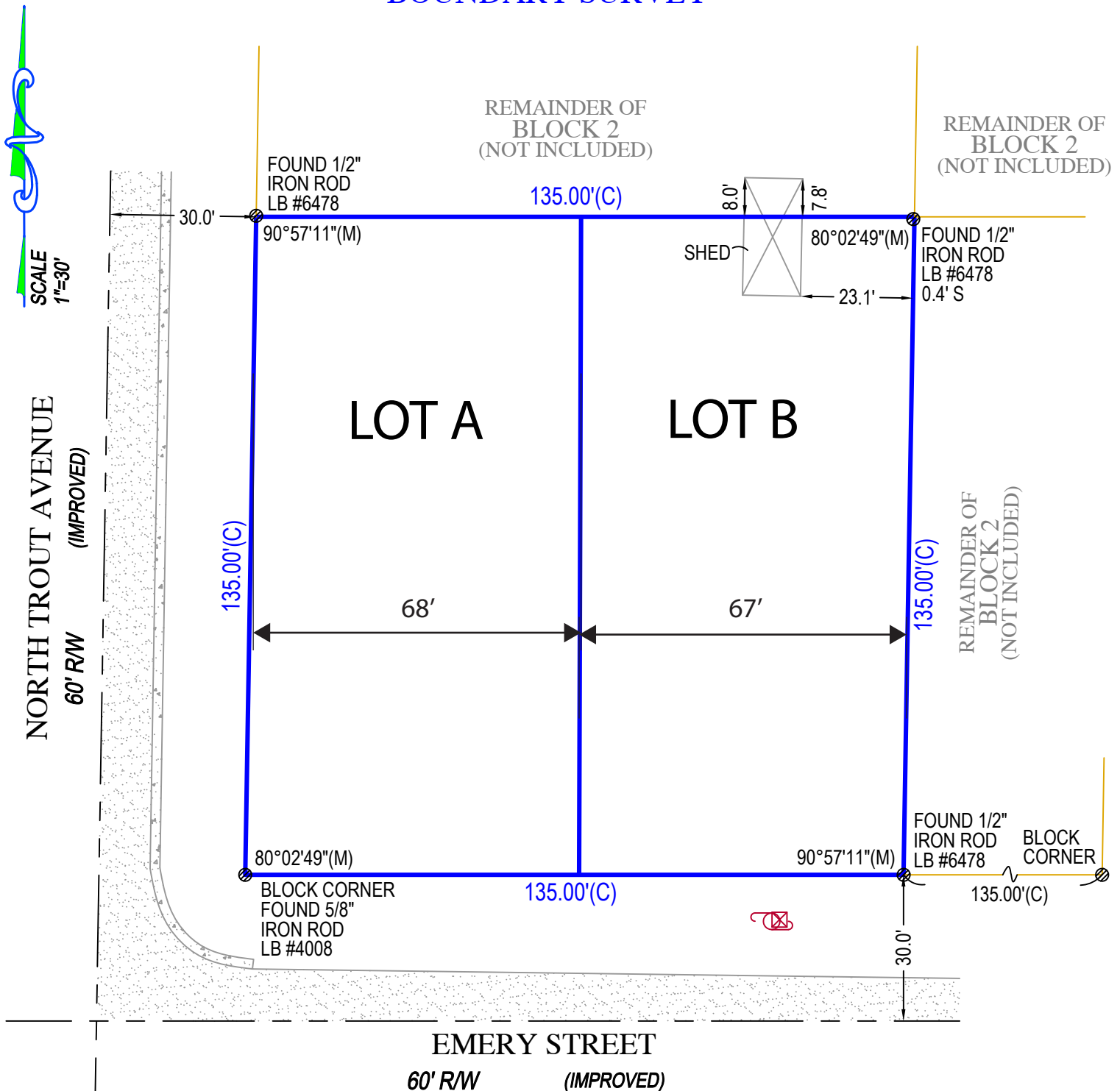
PAGE 1 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 2)



SERVING FLORIDA

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>

BOUNDARY SURVEY



SURVEY NOTES

SHED CROSSES THE PROPERTY LINE ON NORTHERLY SIDE OF LOT.

GENERAL NOTES:

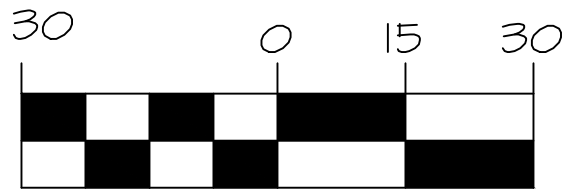
- LEGAL DESCRIPTION PROVIDED BY OTHERS
- THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- ONLY VISIBLE ENCROACHMENTS LOCATED.
- DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- FENCE OWNERSHIP NOT DETERMINED.
- ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO N.A.V.D. 1988
- THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING PRIOR TO SUCH USE. TARGET SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

PAGE 2 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 1)

SURVEY NUMBER:
725016



GRAPHIC SCALE



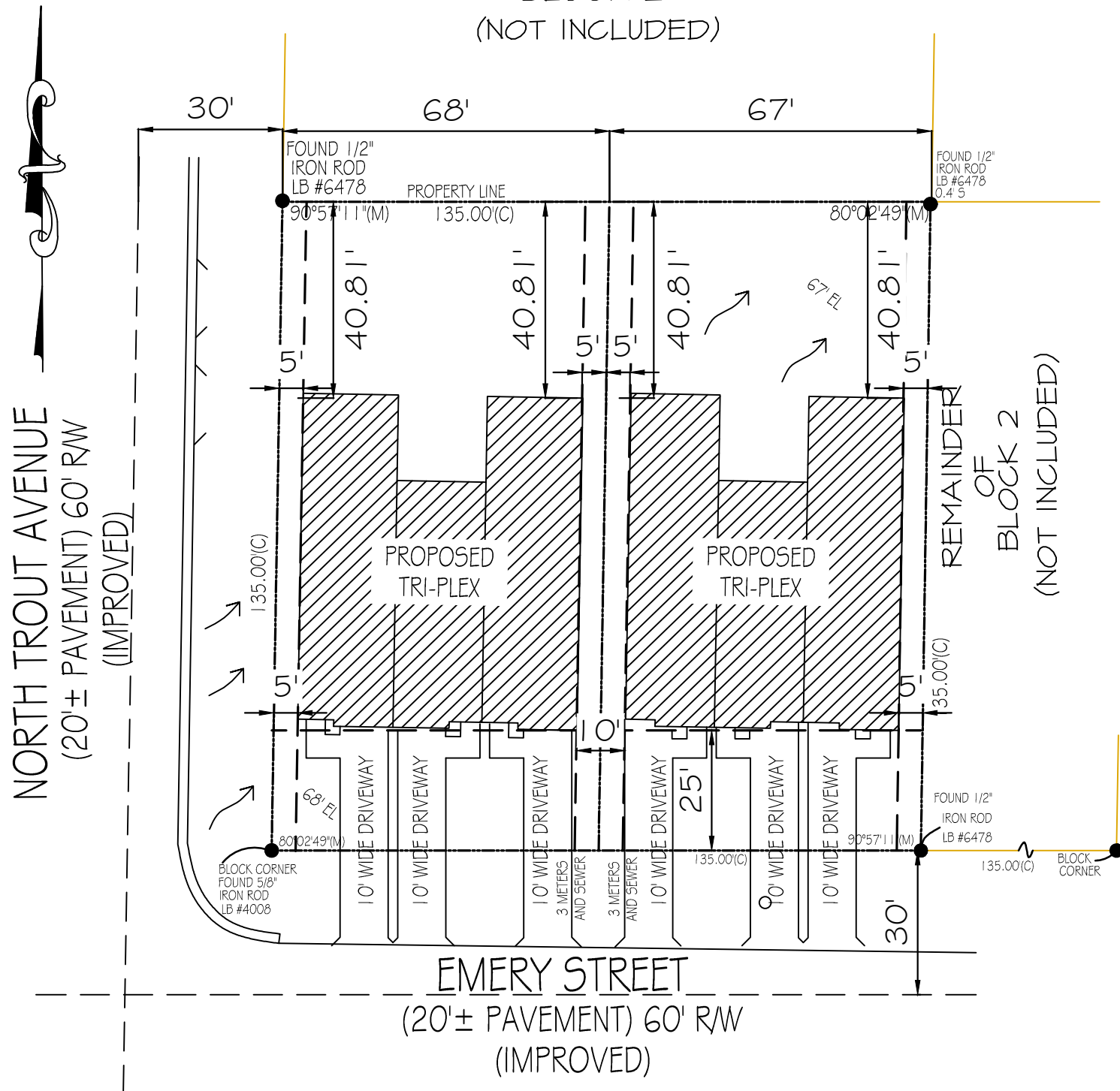
SITE SETBACKS

FRONT = 25'
REAR = 25'
LEFT = 5'
RIGHT = 5'

(IN FEET)

1 inch = 30 ft.

REMAINDER
OF
BLOCK 2
(NOT INCLUDED)



PROPOSED BUILDING IMPERVIOUS
3,574 + 3,574 = 7,148
PROPOSED DRIVEWAY IMPERVIOUS
290 PER DRIVEWAY (X6) = 1,740 S.F.

TOTAL PARCEL AREA = ± 18,200 SF
TOTAL LOT COVERAGE: 8,888 SF
PROPOSED BUILDING IMPERVIOUS = 39%
PROPOSED TOTAL IMPERVIOUS = 48.8%

ALLOWED BUILDING IMPERVIOUS = 40%
ALLOWED TOTAL IMPERVIOUS = 75%
SINGLE FAMILY, MULTI FAMILY RESIDENCE

BLUEWATER
DRAFTING, INC.

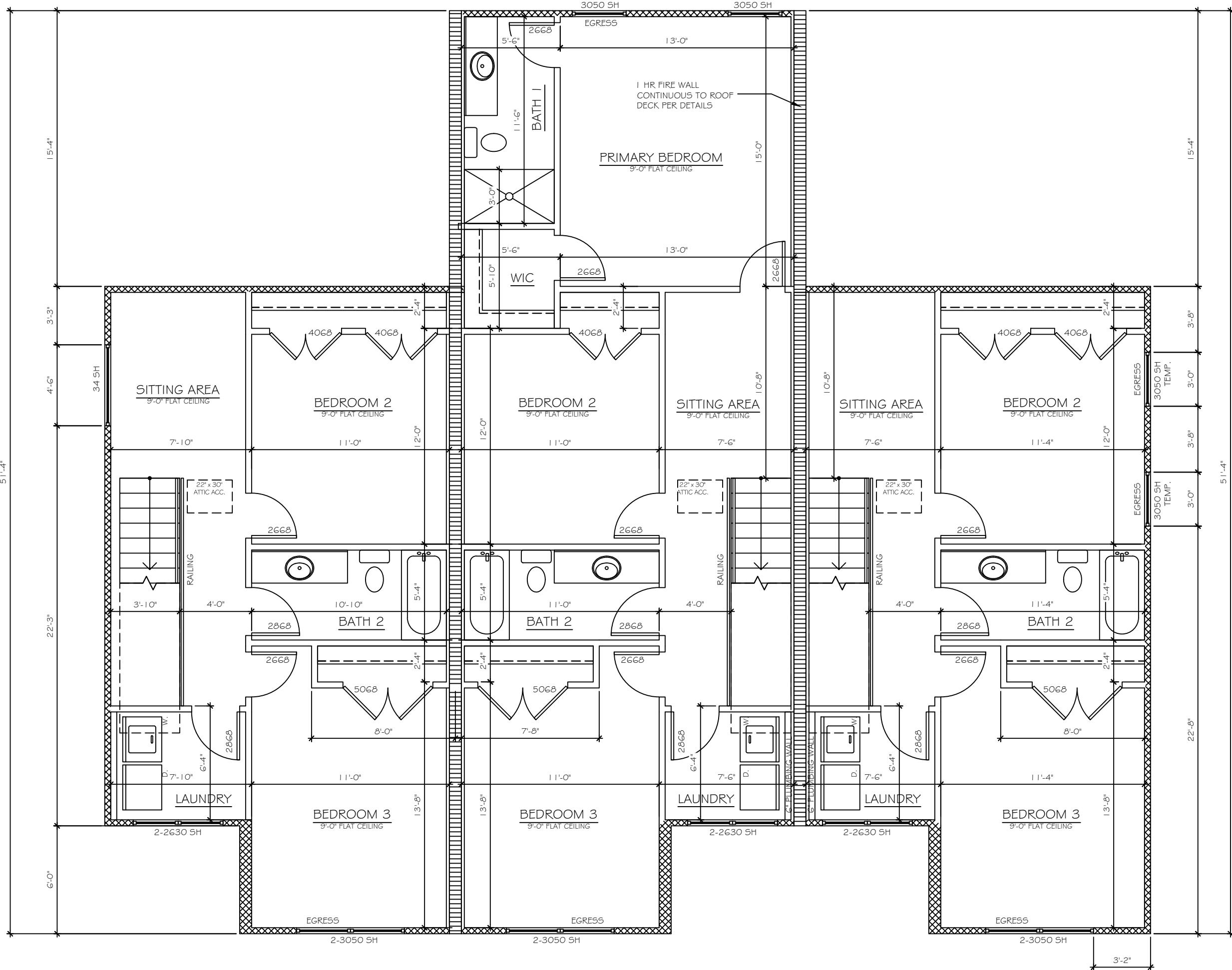
1196 S. Lecanto hwy, Lecanto, FL 34461
Citrus PH: 352-436-4225 Marion PH: 352-522-0650
FAX: 352-436-4265
EMAIL: plans@bluewaterdrafting.com

A SITE PLAN FOR:
232 N TROUT AVE.
INVERNESS, FL 34450
04-09-2026

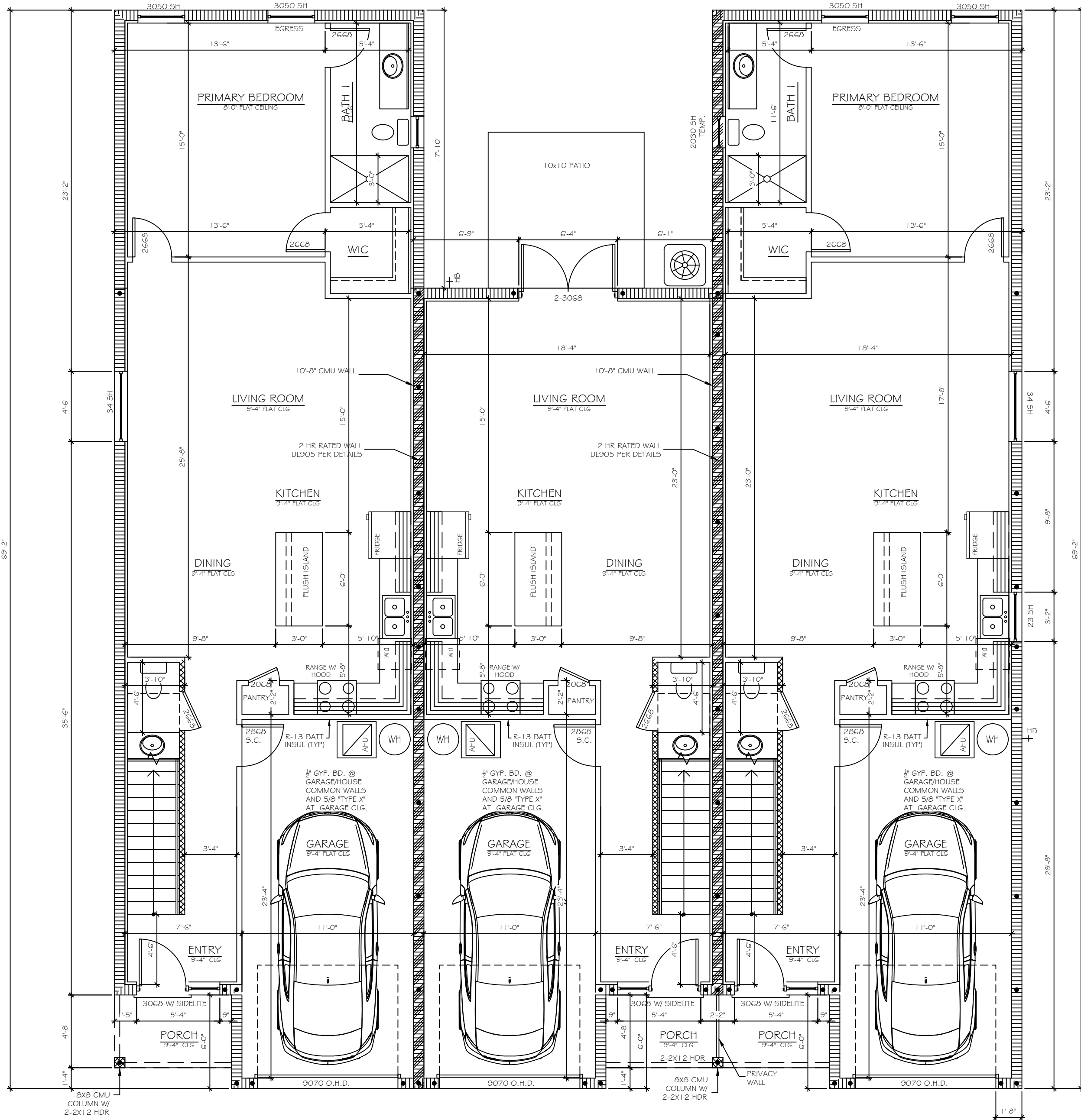




FRONT ELEVATION
SCALE: 3/16" = 1'-0"



UPPER FLOOR PLAN
SCALE: 3/16" = 1'-0"



LOWER FLOOR PLAN
SCALE: 3/16" = 1'-0"

Michael A. Robinson, P.E.

MICHAEL A. ROBINSON, P.E.
STRUCTURAL ENGINEERING, INC.
INDUSTRIAL, COMMERCIAL, and RESIDENTIAL
921 SHADOW DRIVE
SUITE No. 3
LAKELAND, FLORIDA 33809
OFFICE: 863-815-9541
FAX: 863-858-9861
EMAIL: mrobinson24@str-eng.com

Florida Registration
No. 26317

**BLUEWATER
DRAFTING, INC.**
1196 S. Lecanto Hwy, Lecanto, FL 34461
Circus PH: 352-436-4225 Marion PH: 352-352-0650
FAX: 352-436-4265
EMAIL: plans@bluewaterdrafting.com

THE CONTRACTOR SHALL BE RESPONSIBLE
FOR VERIFYING ALL DIMENSIONS SHOWN,
AND THAT ALL CONSTRUCTION COMPLIES
WITH LOCAL BUILDING CODE & ORDINANCES.
DESIGN AND ELEVATIONS WERE PROVIDED
BY THE CLIENT. BLUEWATER DRAFTING, INC.
MAKES NO WARRANTY OR GUARANTEE
THAT WILL BE BINDING OR ENFORCEABLE
OF ANY PLANS OR CONSTRUCTION OF ANY
HOME RELATED OR UNRELATED TO ANY
COPY RIGHT INFRINGEMENT. OWNER SHALL
ASSUME ALL COPYRIGHT RESPONSIBILITY.

A CUSTOM PLAN FOR:
OSBORNE CONTRACTORS

Project: BW-11407
Date: 4-8-2026
Prelim: 4-8-2026

Final:

SHEET

1

ORDINANCE 2026 - 854

AN ORDINANCE AMENDING THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN ORDINANCE 2016-713 OF THE INVERNESS CODE OF ORDINANCES FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY REVISING THE GENERALIZED FUTURE LAND USE MAP ON APPROXIMATELY 0.42 ACRES FROM LOW DENSITY (LD) TO HIGH DENSITY (HD); PROPERTY AS FURTHER DESCRIBED HEREIN BELOW; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Inverness, Florida, to prepare and adopt a comprehensive plan in accord with the requirements of the said act; and

WHEREAS the City Council of the City of Inverness recognizes the need to plan for orderly growth and development and has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS the City Council of the City of Inverness adopted the City of Inverness Comprehensive Plan, Ordinance 2016-713, on July 7, 2016, including a Future Land Use Map, and has approved subsequent amendments; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF INVERNESS, FLORIDA, in regular session, as follows:

Section 1. Short Title. This ordinance shall be known as, cited as and referred to the City of Inverness Comprehensive Plan Amendment 2026-LU-RZ-PD-003 and shall be effective within the incorporated areas of the City of Inverness.

Section 2. The City of Inverness Comprehensive Plan Future Land Use Map is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, and pursuant to the Code of Ordinances of the City of Inverness, Florida. The following described lands are hereby reclassified on the City of Inverness Comprehensive Plan, Future Land Use Map as set forth in Section 3, below, and as depicted on the attached “Land Use Map” attached hereto, which is incorporated by reference into this ordinance:

Section 3. The City of Inverness Comprehensive Plan, Future Land Use Map is hereby amended as follows in the manner depicted on the attached map, which is incorporated by reference into this ordinance:

- 3.1. 0.42 acres depicted on the “Land Use Map” attached hereto is hereby reclassified from Low Density (LD) to High Density (HD).

Section 4. Severability Clause. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent Jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council of the City of Inverness hereby declares that it would have passed this ordinance and each Section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more Section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Inclusion in the Comprehensive Plan. The provisions of this Ordinance shall become and be made a part of the City of Inverness Comprehensive Plan (City of Inverness Ordinance No. 2016-713). To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word “ordinance” may be changed to “section”, “article”, “policy”, or other appropriate designation.

Section 7. The effective date of this Comprehensive Plan amendment shall be 31 days after approval by the mayor, or upon becoming law without such approval, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on the _____ day of _____, 2026.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on the _____ day of _____, 2026.

CITY OF INVERNESS, FLORIDA

CRYSTAL LIZANICH, President

ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and correctness:

JAMES HARTLEY, City Attorney

EXHIBIT "A"
Legal Description

LEGAL DESCRIPTION

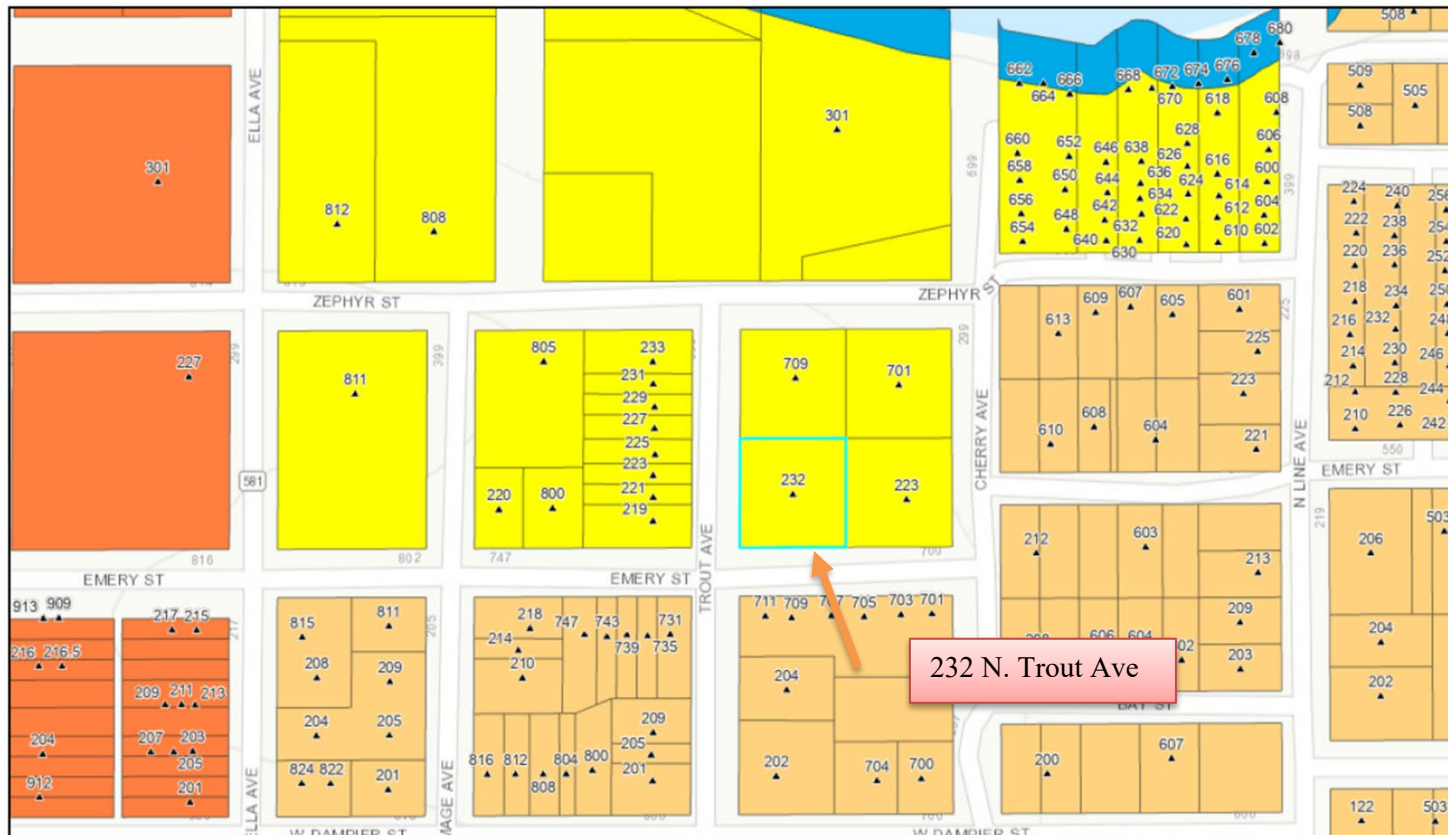
PARCEL ID: 20E19S180050 B0020 0014

THE WEST ½ OF THE SOUTH ½ OF LOT OR BLOCK 2 IN THE SOUTH ½ OF GOVERNMENT LOT 1, LABELLE ADDITION TO THE CITY OF INVERNESS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE(S) 55, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. ALL OF THE ABOVE LAND LYING, BEING AND SITUATE IN SECTION 18, TOWNSHIP 19 SOUTH, RANGE 19 EAST.

EXHIBIT "B"

Future Land Use Map

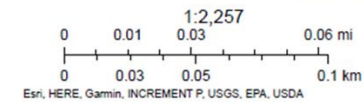
232 N. Trout Ave - Future Land Use



3/31/2026, 11:15:38 AM

Future Land Use

 Low Medium Density	 Preservation
 Low Density	 Residential Office
* Addresses	



Jeff Wells, Community Development Department
Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA |

ORDINANCE 2026 - 855

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.42 ACRES OF LAND FROM LOW DENSITY RESIDENTIAL (LD/R-1) TO PLANNED DEVELOPMENT PROJECT (PDP) AS FURTHER DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Inverness recognizes the need to plan for orderly growth and development; and

WHEREAS, the City Council of the City of Inverness adopted the City of Inverness Comprehensive Plan, Ordinance 2016-713, on June 7, 2016 and subsequent amendments; and

WHEREAS, Chapter 163 Part II, Florida Statutes provides for and empowers the City to adopt Land Development Regulations, and

WHEREAS, the Planning and Zoning Commission of the City of Inverness held the required public hearings with public notice having been provided and, reviewed and considered all comments received during said public hearing and the amendment report concerning said application for amendment described below; and

WHEREAS, the City Council of the City of Inverness has determined that all provisions of this ordinance are consistent with the City of Inverness Comprehensive Plan.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Inverness, Florida as follows:

Section 1. Short Title. This ordinance shall be known as, cited as and referred to the City of Inverness Zoning Map Amendment 2026-LU-RZ-PD-003 and shall be effective with the incorporated areas of the City of Inverness.

Section 2. Revisions and Additions to the Zoning Map of the City of Inverness. Pursuant to Chapter 4 of the Land Development Code and Chapter 163 Part II, Florida Statutes, the City of Inverness Zoning Map is hereby amended in conformity with the Zoning Map attached hereto as **Exhibit A**, assigning a new zoning designation of residential Planned Development Project (PDP) to the subject property, consisting of approximately 6.5 acres of lands more particularly described in the attached **Exhibit B** ("Property").

Section 3. The PDP zoning district classification hereby approved shall be controlled by the Master Plan, which is attached hereto as **Exhibit C** ("Master Plan"). All uses and improvements shall comply with the Master Plan.

Section 4. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent Jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council of the City of Inverness hereby declares that it would have passed this ordinance and each Section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more Section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

Section 5. Inclusion in the Land Development Code. The provisions of this Ordinance shall become and be made a part of the City of Inverness Zoning Map. To this end, the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, including graphic revision to the zoning map.

Section 6. Conditions of Approval. In addition to complying with all plans and specifications set forth on the Master Plan, the proposed use of the Property rezoned herein requires further approvals including but not limited to final master plan approval pursuant to section 4.2 of the City's Land Development Code.

Section 7. This Ordinance shall become effective as provided by law.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on the _____ day of _____, 2026.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on the _____ day of _____, 2026.

CITY OF INVERNESS, FLORIDA

CRYSTAL LIZANICH, President

ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and correctness:

JAMES HARTLEY, City Attorney

Exhibit "A"
Legal Description

PARCEL ID: 20E19S180050 B0020 0014

THE WEST ½ OF THE SOUTH ½ OF LOT OR BLOCK 2 IN THE SOUTH ½ OF GOVERNMENT LOT 1, LABELLE ADDITION TO THE CITY OF INVERNESS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE(S) 55, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. ALL OF THE ABOVE LAND LYING, BEING AND SITUATE IN SECTION 18, TOWNSHIP 19 SOUTH, RANGE 19 EAST.

EXHIBIT "B" Zoning Map

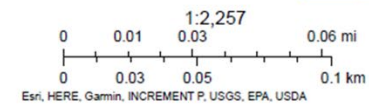
232 N. Trout Ave - Zoning



3/31/2026, 11:16:02 AM

Zoning

 Residential LD/R1	 Residential LMD/R3	 Residential Professional
 Recreation	 Addresses	



Jeff Wells, Community Development Department
Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA |

ORDINANCE 2026 - 854

AN ORDINANCE AMENDING THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN ORDINANCE 2016-713 OF THE INVERNESS CODE OF ORDINANCES FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY REVISING THE GENERALIZED FUTURE LAND USE MAP ON APPROXIMATELY 0.42 ACRES FROM LOW DENSITY (LD) TO HIGH DENSITY (HD); PROPERTY AS FURTHER DESCRIBED HEREIN BELOW; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Inverness, Florida, to prepare and adopt a comprehensive plan in accord with the requirements of the said act; and

WHEREAS the City Council of the City of Inverness recognizes the need to plan for orderly growth and development and has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS the City Council of the City of Inverness adopted the City of Inverness Comprehensive Plan, Ordinance 2016-713, on July 7, 2016, including a Future Land Use Map, and has approved subsequent amendments; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF INVERNESS, FLORIDA, in regular session, as follows:

Section 1. Short Title. This ordinance shall be known as, cited as and referred to the City of Inverness Comprehensive Plan Amendment 2026-LU-RZ-PD-003 and shall be effective within the incorporated areas of the City of Inverness.

Section 2. The City of Inverness Comprehensive Plan Future Land Use Map is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, and pursuant to the Code of Ordinances of the City of Inverness, Florida. The following described lands are hereby reclassified on the City of Inverness Comprehensive Plan, Future Land Use Map as set forth in Section 3, below, and as depicted on the attached “Land Use Map” attached hereto, which is incorporated by reference into this ordinance:

Section 3. The City of Inverness Comprehensive Plan, Future Land Use Map is hereby amended as follows in the manner depicted on the attached map, which is incorporated by reference into this ordinance:

- 3.1. 0.42 acres depicted on the “Land Use Map” attached hereto is hereby reclassified from Low Density (LD) to High Density (HD).

Section 4. Severability Clause. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent Jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council of the City of Inverness hereby declares that it would have passed this ordinance and each Section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more Section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Inclusion in the Comprehensive Plan. The provisions of this Ordinance shall become and be made a part of the City of Inverness Comprehensive Plan (City of Inverness Ordinance No. 2016-713). To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word “ordinance” may be changed to “section”, “article”, “policy”, or other appropriate designation.

Section 7. The effective date of this Comprehensive Plan amendment shall be 31 days after approval by the mayor, or upon becoming law without such approval, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on the _____ day of _____, 2026.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on the _____ day of _____, 2026.

CITY OF INVERNESS, FLORIDA

CRYSTAL LIZANICH, President

ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and correctness:

JAMES HARTLEY, City Attorney

EXHIBIT "A"
Legal Description

LEGAL DESCRIPTION

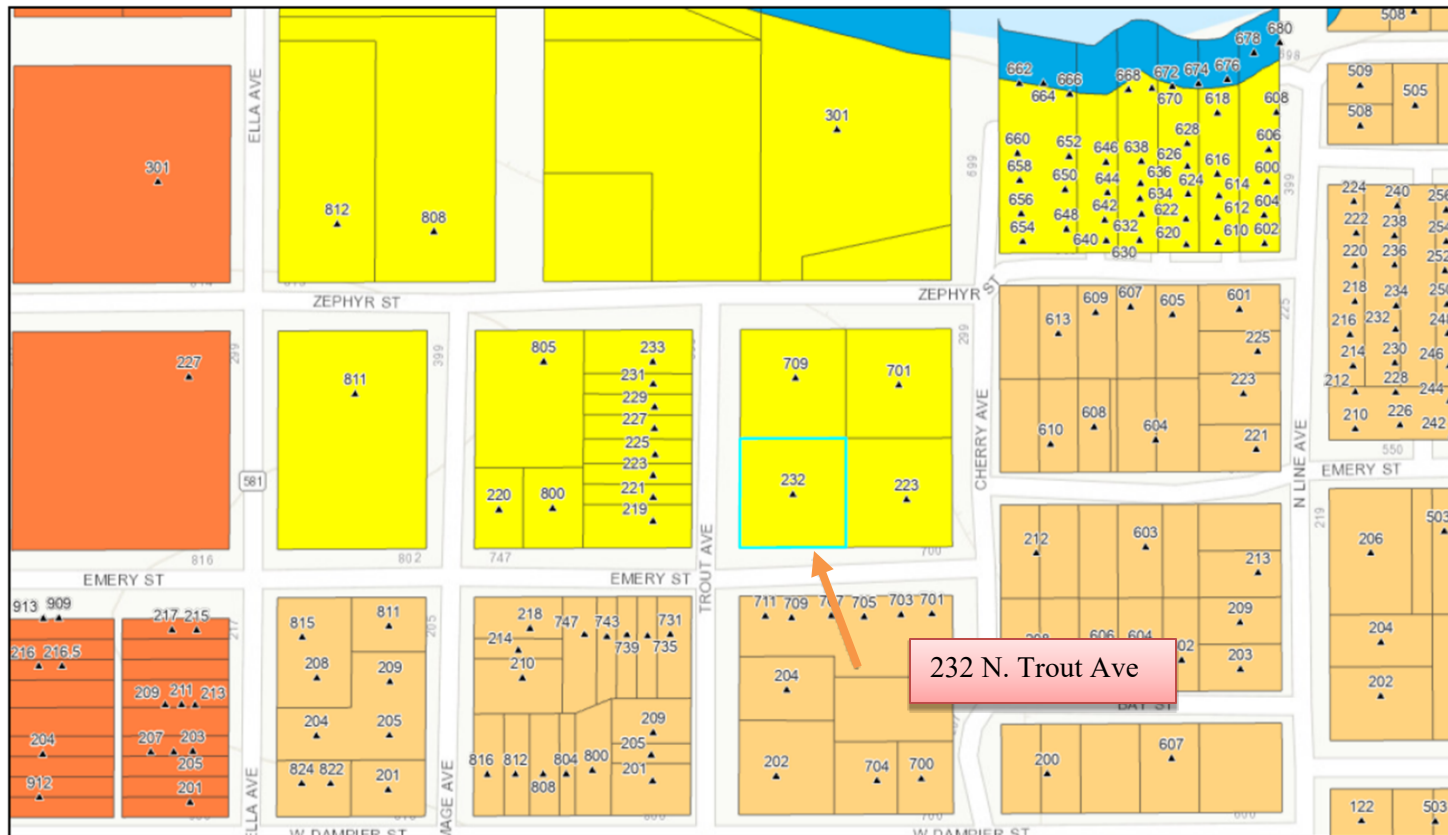
PARCEL ID: 20E19S180050 B0020 0014

THE WEST ½ OF THE SOUTH ½ OF LOT OR BLOCK 2 IN THE SOUTH ½ OF GOVERNMENT LOT 1, LABELLE ADDITION TO THE CITY OF INVERNESS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE(S) 55, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. ALL OF THE ABOVE LAND LYING, BEING AND SITUATE IN SECTION 18, TOWNSHIP 19 SOUTH, RANGE 19 EAST.

EXHIBIT "B"

Future Land Use Map

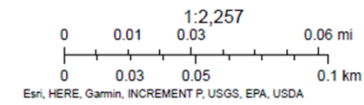
232 N. Trout Ave - Future Land Use



3/31/2026, 11:15:38 AM

Future Land Use

 Low Density	 Low Medium Density	 Preservation
 Residential Office	 Addresses	



Jeff Wells, Community Development Department
Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA |

ORDINANCE 2026 - 855

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.42 ACRES OF LAND FROM LOW DENSITY RESIDENTIAL (LD/R-1) TO PLANNED DEVELOPMENT PROJECT (PDP) AS FURTHER DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Inverness recognizes the need to plan for orderly growth and development; and

WHEREAS, the City Council of the City of Inverness adopted the City of Inverness Comprehensive Plan, Ordinance 2016-713, on June 7, 2016 and subsequent amendments; and

WHEREAS, Chapter 163 Part II, Florida Statutes provides for and empowers the City to adopt Land Development Regulations, and

WHEREAS, the Planning and Zoning Commission of the City of Inverness held the required public hearings with public notice having been provided and, reviewed and considered all comments received during said public hearing and the amendment report concerning said application for amendment described below; and

WHEREAS, the City Council of the City of Inverness has determined that all provisions of this ordinance are consistent with the City of Inverness Comprehensive Plan.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Inverness, Florida as follows:

Section 1. Short Title. This ordinance shall be known as, cited as and referred to the City of Inverness Zoning Map Amendment 2026-LU-RZ-PD-003 and shall be effective with the incorporated areas of the City of Inverness.

Section 2. Revisions and Additions to the Zoning Map of the City of Inverness. Pursuant to Chapter 4 of the Land Development Code and Chapter 163 Part II, Florida Statutes, the City of Inverness Zoning Map is hereby amended in conformity with the Zoning Map attached hereto as **Exhibit A**, assigning a new zoning designation of residential Planned Development Project (PDP) to the subject property, consisting of approximately 6.5 acres of lands more particularly described in the attached **Exhibit B** ("Property").

Section 3. The PDP zoning district classification hereby approved shall be controlled by the Master Plan, which is attached hereto as **Exhibit C** ("Master Plan"). All uses and improvements shall comply with the Master Plan.

Section 4. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent Jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council of the City of Inverness hereby declares that it would have passed this ordinance and each Section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more Section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

Section 5. Inclusion in the Land Development Code. The provisions of this Ordinance shall become and be made a part of the City of Inverness Zoning Map. To this end, the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, including graphic revision to the zoning map.

Section 6. Conditions of Approval. In addition to complying with all plans and specifications set forth on the Master Plan, the proposed use of the Property rezoned herein requires further approvals including but not limited to final master plan approval pursuant to section 4.2 of the City's Land Development Code.

Section 7. This Ordinance shall become effective as provided by law.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on the _____ day of _____, 2026.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on the _____ day of _____, 2026.

CITY OF INVERNESS, FLORIDA

CRYSTAL LIZANICH, President

ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and correctness:

JAMES HARTLEY, City Attorney

Exhibit "A"
Legal Description

PARCEL ID: 20E19S180050 B0020 0014

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EXHIBIT "B" Zoning Map

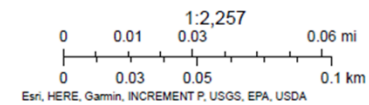
232 N. Trout Ave - Zoning



3/31/2026, 11:16:02 AM

Zoning

 Residential LMD/R3	 Residential Professional
 Residential LD/R1	 Recreation
▲ Addresses	



Jeff Wells, Community Development Department
Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA |

STATE OF FLORIDA
COUNTY OF CITRUS

Before the undersigned authority personally appeared
Sierra Fink, who on oath says that she is an
Advertising Representative of the Citrus County
Chronicle, a daily newspaper published at 2519 Hwy
44 W, Inverness, FL in Citrus County, Florida; this copy

TROUT AVENUE

was published in said newspaper by print in the
issues of April 22, 2026, or by publication on the
newspaper's website, if authorized, on April 22, 2026.
Affiant further says that the newspaper complies with
all legal requirements for publication in chapter 50
Florida Statutes.

Affiant Sierra Fink

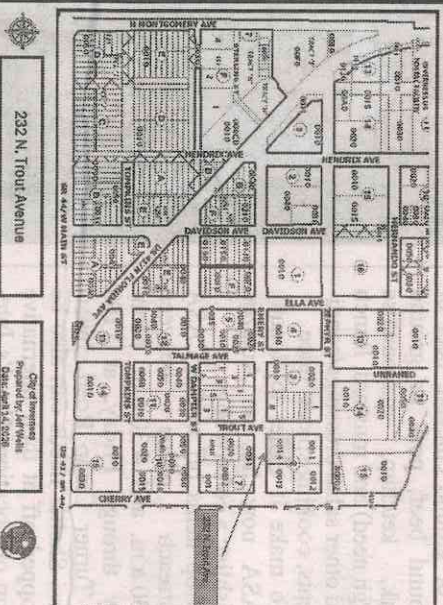
Sworn to and subscribed before me
this 15 day of May,
by Sierra Fink, who is personally known to me.

Evelyn H. Larsen

Notary Public
EVELYN H. LARSEN

NOTICE OF
PUBLIC HEARINGS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Inverness Planning and Zoning Commission and the City Council of the City of Inverness will hold Public Hearings pursuant to Sections 163.3184 and 163.3187 Florida Statutes to consider a proposed Small-Scale Amendment to the City of Inverness Comprehensive Plan by Ordinance 2026-854, and Section 4.2 of the City of Inverness Land Development Code to consider a proposed Amendment to the Zoning Map of the City of Inverness, Florida by Ordinance 2026-855 as follows:



Planning & Zoning Commission:
Wednesday, May 6, 2026 at 5:00 p.m.
1st Reading for City Council:
Tuesday, May 19, 2026 at 5:30 p.m.
Adoption Public Hearing for City Council:
Tuesday, June 2, 2026 at 5:30 p.m.

Note: All hearings are held at 212 W. Main St., Inverness, FL 34450

ORDINANCE 2026-854

AN ORDINANCE AMENDING THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN ORDINANCE 2016-713 OF THE INVERNESS CODE OF ORDINANCES FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY REVISING THE GENERALIZED FUTURE LAND USE MAP ON APPROXIMATELY 0.42 ACRES FROM LOW DENSITY (LD) TO HIGH DENSITY (HD); PROPERTY AS FURTHER DESCRIBED HEREIN BELOW; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

AND

ORDINANCE 2026-855

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.42 ACRES OF LAND FROM LOW DENSITY RESIDENTIAL (LD/R-1) TO PLANNED DEVELOPMENT PROJECT (PDP) AS FURTHER DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinances.

Copy of the proposed ordinance will be on file and available for inspection by the public in the office of the City Clerk in the City Hall, 212 W. Main Street, Inverness, Florida, between the hours of 8:30 AM and 4:00 PM, Monday through Friday of each week.

Be advised that if any person or persons may wish to appeal a decision of the City Council of the City of Inverness, Florida, made at this meeting, a record of the proceedings will be needed by such person or persons and a verbatim record may be needed.





Business Impact Estimate

This form is to be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Inverness website by the time notice of the proposed ordinance is published.

Ordinance 2026-854 – Small-scale Future Land Use Map Amendment
Ordinance 2026-855 – Zoning Map Amendment

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Inverness is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Inverness is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Inverness hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 2026-854

AN ORDINANCE AMENDING THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN ORDINANCE 2016-713 OF THE INVERNESS CODE OF ORDINANCES FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY REVISING THE GENERALIZED FUTURE LAND USE MAP ON APPROXIMATELY 0.42 ACRES FROM LOW DENSITY (LD) TO HIGH DENSITY (HD);

Ordinance 2026-855

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.42 ACRES OF LAND FROM LOW DENSITY RESIDENTIAL (LD/R-1) TO PLANNED DEVELOPMENT PROJECT (PDP)

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Inverness, if any: **N/A**
 - (a) An estimate of direct compliance costs that businesses may reasonably incur: **N/A**
 - (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: **N/A**
 - (c) An estimate of the City of Inverness regulatory costs, including estimated revenues from any new charges or fees to cover such costs: **N/A**

3. Good faith estimates of the number of businesses likely to be impacted by the proposed Ordinance: **N/A**

4. Additional information the governing body deems useful (if any): **Proposed ordinances are in response to a property owner application for land use amendment and zoning amendment for the purpose of developing the subject property.**

Agenda Memorandum - *City of Inverness*

July 7, 2026

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: CCSO Law Enforcement Enhanced Services Overview
CC: Susan Jackson, City Clerk, Aidan Marshall, Assistant City Manager
Enclosures:

The City of Inverness continues to maintain an excellent and highly effective working relationship with the Citrus County Sheriff's Office through the existing interlocal agreement for enhanced law enforcement services. This partnership has provided the City with professional, responsive, and community focused enhanced law enforcement services that support the safety and quality of life of Inverness residents, businesses, and visitors.

At the May 5th Council meeting, a discussion ensued requesting additional information regarding the enhanced services provided by the Citrus County Sheriff's Office within the City of Inverness. Specifically, the request centered on clarifying what services are provided over and above the general law enforcement services provided across the entirety of Citrus County funded by way county general ad valorem property taxes. This additional information ensures continued transparency and understanding regarding the City's investment in enhanced public safety services.

Tonight, representatives from the Citrus County Sheriff's Office will present the requested information and can best explain what enhanced law enforcement services are being provided to the City of Inverness.

Recommended Action: No action is required at this time.

If you wish to discuss this further, please contact me at your convenience.

Eric C. Williams
City Manager

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/26
		TOTALS FOR ACE HARDWARE CO OF INV INC				223.63
		TOTALS FOR ALPHA FIREWORK DISPLAYS				12,500.00
		TOTALS FOR AT & T MOBILITY NATIONAL ACCOUNTS LLC				3,433.11
		TOTALS FOR AUDIO IMAGES SOUND & LIGHTING, INC.				20,973.18
		TOTALS FOR BOUND TREE MEDICAL LLC				1,039.98
		TOTALS FOR TIME WARNER CABLE				119.99
		TOTALS FOR EMBARQ FLORIDA, INC				1,340.18
		TOTALS FOR CHESAPEAKE UTILITIES CORPORATION AND SUB				82.80
		TOTALS FOR DANIELS HEATING & AIR CONDITIONING				930.50
		TOTALS FOR FLORIDA MOBILE FLEET SERVICES, LLC.				1,637.02
		TOTALS FOR GAS SOUTH, LLC.				15.00
		TOTALS FOR GEM SUPPLY COMPANY				1,296.50
		TOTALS FOR GFL SOLID WASTE SOUTHEAST LLC				20,176.20
		TOTALS FOR HUMPHREY & SALTMARSH, PL				2,240.00
		TOTALS FOR KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LL				352.59
		TOTALS FOR LOCAL PRO ENTERTAINMENT, INC.				3,000.00
		TOTALS FOR OFF DUTY MANAGEMENT, INC.				163.53
		TOTALS FOR ON SCENE REPAIR & MAINTENANCE, LLC.				743.89
		TOTALS FOR DENNIS E. RUSS JR.				740.00
		TOTALS FOR SAFETY PRODUCTS INC				125.93
		TOTALS FOR SITEONE LANDSCAPE SUPPLY, LLC				779.75
		TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC				14,267.21
		TOTALS FOR SWANK MOTION PICTURES, INC				300.00
		TOTALS FOR U.S. WATER SERVICES CORPORATION				116,198.04
		TOTALS FOR ULINE, INC.				524.81
		TOTALS FOR UNIFIRST CORPORATION				45.53
		TOTALS FOR WASTE MANAGEMENT OF CENTRAL FL				4,352.77

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/26
				TOTALS FOR WHETSTONE OIL COMPANY, INC		1,913.53
				REPORT TOTALS		209,515.67

** END OF REPORT - Generated by Stacey Iddings **

June 16, 2026
5:30 PM

The City Council of the City of Inverness met on the above date in Regular Session at 212 W. Main Street, with the following members present:

President Lizanich
Vice President Bega
Councilwoman Hepfer
Councilman Craig
Councilman Davis
Mayor Plaisted

Also present were City Manager Williams, City Attorney Hartley, Staff Members, and City Clerk Jackson.

The Invocation was given by Mayor Plaisted and the Pledge of Allegiance was led by the City Council.

ACCEPTANCE OF AGENDA

Councilwoman Hepfer motioned to accept the Agenda as presented. Seconded by Councilwoman Bega. The motion carried.

PRE-SCHEDULED APPEARANCES

4)a) South Apopka Improvement Project with Citrus County Assistant Public Works Director Mitch Eakin and the City's Public Works Director Pell provided a PowerPoint presentation regarding the road closure plans for the South Apopka Avenue paving project. Additional details were given of the area as well as various agencies involved.

PUBLIC HEARINGS / WORKSHOP

5)a) Ordinance 2026-852 Medical Marijuana Dispensary – First Reading* with City Manager Williams stating per consensus direction provided at the May 19 meeting of Council, an ordinance effectuating the reinstatement of a ban on new Medical Marijuana Treatment Centers (MMTC) within City limits. The Public Hearing was opened. **Councilwoman Bega motioned to have the Clerk read Ordinance 2026-852 by Title only. Seconded by Councilman Davis. The motion carried.**

ORDINANCE 2026-852

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, BANNING ADDITIONAL (as of the date of adoption of this ordinance) MEDICAL MARIJUANA TREATMENT DISPENSING CENTERS A/K/A MEDICAL CANNABIS DISPENSING FACILITIES AS DEFINED BY SECTION 381.986 FLORIDA STATUTES (2017) WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF INVERNESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND AN EFFECTIVE DATE.

For the Ordinance

The following members of the public spoke in support of the Ordinance: John Labriola, Natalie King with Anti-Drug Coalition, Edgar Rodriguez, Lala Sanders, April Wnok, Mary Seader, Robert Robinson II, and Debbie Wheatley.

Against the Ordinance

No member of the public spoke against the Ordinance.

Council comments

Councilwoman Bega spoke of legal dispensaries for medical marijuana.

Councilwoman Hepfer spoke of this being a prescribed medication, same as regular prescriptions, yet no ban on pharmacies. Spoke of compassion.

Councilman Craig stated he has been involved in the DARE program for many years. A legal business should have the right to do business. Spoke of protecting our Small Town Done Right. He agreed there is a lot of confusion in the community and spoke of THC drinks that are legally sold in many stores.

Councilman Davis agreed the City does not want to restrict availability. Our Small Town Done Right is ethical and wholesome.

President Lizanich spoke of recreational marijuana compared to medical marijuana. Concerned people are confused between a dispensary and a smoke shop. This Ordinance should have a 1-2 year review period regarding special exemptions.

The public hearing was closed. **Councilwoman Bega motioned to approve Ordinance 2026-852 by rollcall vote on first reading. Seconded by Councilman Davis. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Hepfer, no; Councilman Davis, yes; Councilman Craig, yes; and President Lizanich, yes. The motion carried.**

5)b) Ordinance 2026-854 Land Use and Ordinance 2026-855 Zoning – 232 Trout Ave. – First Reading* with Interim Community Development Director Wells stating an application was submitted by Liberty Investments Citrus County LLC as owner of the subject property located within the historic LaBelle neighborhood located north of SR44/W. Main Street, south of Lake Henderson, and five blocks west of the Central Business District. The applicant intends to split the existing 0.42-acre parcel into two equal new parcels of 0.21 acres and then construct a residential triplex on each new parcel. Three dwelling units on the resulting 0.21 acres is a gross density of 14.2 dwelling units per acre. The Future Land Use of the property is currently designated as Low Density which limits the density to 2.5 dwelling units per acre requiring a land use amendment from Low Density to High Density. Concurrent with the land use amendment is a request for rezoning from LD/R1 to PDP which will allow the applicant to craft product design that meets their needs and also accomplishes the goals of the Comprehensive Plan. The public hearing was opened. Mayor Plaisted spoke of the number of triplex buildings, density, and the character of the community. Councilwoman Bega referenced the zoning map, duplexes, etc. City Manager Williams noted the compact surroundings and 5' setbacks., and provided details, including the various buffers. Councilman Davis questioned what dictates the front setback and spoke of buffers. Councilwoman Hepfer spoke of changing the look of a neighborhood and spoke of the history of the surrounding properties. Applicant Lisa Osborne stated the triplex on Cherry Avenue has been

well received by the community. The vision is to help beautify the neighborhoods and is excited to be a part of the community. They strive to keep as many trees as possible as a buffer. **Councilwoman Hepfer motioned to have the Clerk read Ordinance 2026-854 by Title only. Seconded by Councilwoman Bega. The motion carried.**

ORDINANCE 2026-854

AN ORDINANCE AMENDING THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN ORDINANCE 2016-713 OF THE INVERNESS CODE OF ORDINANCES FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY REVISING THE GENERALIZED FUTURE LAND USE MAP ON APPROXIMATELY 0.42 ACRES FROM LOW DENSITY (LD) TO HIGH DENSITY (HD); PROPERTY AS FURTHER DESCRIBED HEREIN BELOW; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

No one spoke for or against the ordinance. The public hearing was closed. **Councilwoman Bega motioned to approve Ordinance 2026-854 by rollcall vote on first reading. Seconded by Councilman Davis. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Hepfer, yes; Councilman Davis, yes; Councilman Craig, yes; and President Lizanich, yes. The motion carried.**

Councilwoman Bega motioned to have the Clerk read Ordinance 2026-855 by Title only. Seconded by Councilwoman Hepfer. The motion carried.

ORDINANCE 2026-855

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.42 ACRES OF LAND FROM LOW DENSITY RESIDENTIAL (LD/R-1) TO PLANNED DEVELOPMENT PROJECT (PDP) AS FURTHER DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

No one spoke for or against the ordinance. The public hearing was closed. **Councilwoman Bega motioned to approve Ordinance 2026-855 by rollcall vote on first reading. Seconded by Councilwoman Hepfer. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Hepfer, yes; Councilman Davis, yes; Councilman Craig, yes; and President Lizanich, yes. The motion carried.**

OPEN PUBLIC MEETING

Cami Plaisted thanked those involved with the Boy's & Girl's Club Life Camp at the Inverness Government Center today, and noted the camp started in 2016.

Lala Sanders stated she knew the difference regarding dispensaries and smoke shops.

Debbie Wheatley spoke of the new entrance to Whispering Pines Park looking great. She praised the road design and spoke of signs, etc.

John Labriola thanked Council regarding the Ordinance for medical marijuana dispensaries.

CITY ATTORNEY REPORT

7)a) Appointment of Code Enforcement Special Magistrate – Austin Dailey with City Attorney Hartley stating due to scheduling and timeliness, an additional special magistrate is allowable and would be good for the Code Enforcement cases. Councilwoman Hepfer motioned to have the Clerk read Resolution 2026-03 by Title only. Seconded by Councilwoman Bega. The motion carried.

RESOLUTION 2026-03

A RESOLUTION OF THE CITY OF INVERNESS, FLORIDA, APPOINTING AUSTIN T. DAILEY TO THE POSITION OF CODE ENFORCEMENT SPECIAL MAGISTRATE FOR THE CITY OF INVERNESS; APPROVING THE AGREEMENT FOR CODE ENFORCEMENT SPECIAL MAGISTRATE SERVICES; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilman Davis motioned to adopt Resolution 2026-03 as presented by roll-call vote. Seconded by Councilwoman Hepfer. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Hepfer, yes; Councilman Craig, yes; Councilman Davis, yes; President Lizanich, yes. The motion carried. Councilwoman Hepfer motioned to approve the agreement as presented. Seconded by Councilwoman Bega. The motion carried.

7)b) Appointment of Grossman & Kelly, LLP as Special Attorney with City Attorney Hartley stating City Attorney Hartley and conducted research and recommended Grossman & Kelly. This is in regard to a class action lawsuit. He noted the last case took many years to settle. Noted a deadline in July. City Manager Williams explained the basis of the lawsuit and there would be no cost to the City unless there is a monetary award in the future. Councilwoman Bega motioned to have the Clerk read Resolution 2026-04 by Title only. Seconded by Councilwoman Hepfer. The motion carried.

RESOLUTION 2026-04

A RESOLUTION OF THE CITY OF INVERNESS, FLORIDA, APPOINTING GROSSMAN & KELLY, LLP, AND ITS PARTNERS TO THE POSITION OF SPECIAL ATTORNEY; APPROVING THE LEGAL SERVICES CONTRACT; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Councilwoman Hepfer motioned to adopt Resolution 2026-04 as presented by roll-call vote. Seconded by Councilwoman Bega. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Hepfer, yes; Councilman Craig, yes; Councilman Davis, yes; President Lizanich, yes. The motion carried. Councilwoman Bega motioned to approve the agreement as presented. Seconded by Councilwoman Hepfer. The motion carried.

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes* – 06/02/2026

- Recommendation - Approval

Councilwoman Bega motioned to accept the Consent Agenda. Seconded by Councilwoman Hepfer. The motion carried.

CITY CLERK'S REPORT

None

CITY MANAGER'S REPORT

10)a) Summer of 250 – July 3 Patriotic Evening* with Parks & Rec Director Worley stating the City of Inverness has launched the **Summer 250**, which is an exciting seasonal celebration leading up to **America's 250th Anniversary**. This summer-long event series has already brought residents and visitors together through family-friendly activities, community celebrations, entertainment, local partnerships, and events designed to showcase the very best of Inverness. The biggest event of the summer is **Patriotic Evening**, the celebration of **America's 250th Anniversary**, which the City of Inverness celebrates on July 3rd. This celebration is built through strong public private partnerships, community organizations, local businesses, and volunteers, all are amazing. Patriotic Evening will have wrestling, games, music, food, fireworks, light pole decorating, and more. It all kicks off at 3:00 pm in the Depot Pavilion with Small Town Slam Wrestling. **No action required.**

10)b) Board and Commission Reappointments* with City Manager Williams stating an annual review of current advisory board membership was conducted and action is needed for reappointment and acceptance of any resignations. Term expirations include two members of the Architectural and Aesthetics Review Committee – Sandy Levin and Lynn Cumbie, one member of the Inverness Community Redevelopment Agency – Anissa Crowder Slaymaker, one member of the Zoning Board of Adjustment – Ron Thorpe, and two members of the Planning & Zoning Commission – Paul Hertensen and Janet Love. Additionally, several vacancies on the boards are open at present which include: one alternate member of the Architectural and Aesthetic Review Committee; one regular member of the Inverness Community Redevelopment Agency; one regular member and two alternates of the Zoning Board of Adjustment; and one regular member and two alternates of the Planning & Zoning Commission. **Councilwoman Bega motioned to approve the reappointment of members to the various advisory board positions as presented. Seconded by Councilwoman Hepfer. The motion carried.**

10)c) Project/Program Updates (*Verbal*)

- TDC Contribution for July 3 with the TDC contributing \$2,500 to Inverness, Crystal River, and Homosassa.
- WPP Boundary Fence Legislative Request was filed but was moved to the "Turkey" list, which indicates the opinion it is not a good use of tax funds.
- Other with City Manager spoke of taxation concerns and the City will stay the course.

COUNCIL/MAYOR SUBJECTS

Mayor Plaisted spoke of Doge. Questioned who owns the old Circle K property with City Manager indicating it is State owned and not sure of future plans. Mayor noted Small Town

Saturday Night was extraordinary with a happy crowd. Looking forward to July 3 and thinks we have one of the safest cities in the State.

Councilman Davis stated he is glad to be here and was sorry to miss the recent Small Town Saturday Night. Thanked everyone for coming to the meeting.

Councilman Craig noted spoke of the caboose on the trail close to being finished and plans for July 3.

Councilwoman Hepfer stated this was a good meeting even though they don't always agree. The goal is to continue moving forward.

Councilwoman Bega questioned when the boat ramps in the City might reopen with City Manager stating it is still being analyzed.

Council President Lizanich thanked everyone for attending the meeting.

CITIZENS NOT ON AGENDA

Lala Sanders thanked Council and staff for all they do.

Meeting adjourned at 7:34 p.m.

City Clerk

Council President

Agenda Memorandum - *City of Inverness*

July 7, 2026

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Longwood Gardens Senior Attainable Housing Development — City Loan

CC: Aidan Marshall, Assistant City Manager, Jeffrey Wells, Interim Community Development Director, Susan Jackson, City Clerk

Enclosures: 1. Resolution 2025-11
2. NM Comments - City Promissory Note and Loan Agreement - Longwood - 4927-2354-5005 1 (2) JTH 6-24-26 REDLINE
3. NM Comments - Declaration of Restrictive Covenant (City) - Longwood - 4903-7480-0301 1 JTH 6-25-26 REDLINE
4. NM Comments - Mortgage -Longwood Gardens - 4937-4702-0717 1 JTH 6-24-26 REDLINE

As Council is aware the much anticipated Longwood Gardens project is approaching the final steps to funding and construction. As part of the competitive affordable housing process, local government financial participation is required demonstrate meaningful local support for a project and to help close financing gaps that would otherwise make the project difficult to complete. Florida Housing's Local Government Area of Opportunity process allows a city to contribute funding in the form of a cash loan to support a qualifying development. The City previously adopted resolution 2025-11 effectuating its commitment to this much needed project.

This evening Council is being asked to consider approving loan terms and enabling documents for a local government match loan in the amount of \$340,000. This amount is consistent with the required minimum local government contribution level historically identified for medium/small counties, including Citrus County, under Florida Housing's Local Government Area of Opportunity framework. Additionally, the proposed loan term is 15 years, being funded and commencing after construction of the development is completed. The loan will be amortized at an annual interest rate of 2 percent resulting in \$53,802 in total interest payments to the City over the term of the loan. The funding for the loan will not affect the current fiscal budget, as disbursement will not occur after construction is complete. Given, funding will be made part of next year's budget development process likely to be focused from fund balance.

The Longwood Gardens project supports the City's broader goal of encouraging quality housing opportunities for seniors and residents with limited or fixed incomes. By participating through a local government match loan, the City helps strengthen the project's financing package, improves its competitiveness for state affordable housing resources, and demonstrates local commitment to addressing housing needs within the community. The loan documents have been reviewed by the City Attorney and provide the formal mechanism to protect the City's interest, establish

repayment terms, and ensure that the public investment is tied directly to the development of affordable senior housing in Inverness.

Recommended Action

1. Allow staff to present
2. Motion and second to approve the Longwood Gardens Loan terms and documents as presented and authorize the City Manager to execute the documents.
3. Deliberate the matter.
4. Vote on the matter.

If you wish to discuss this further, please contact me at your convenience.

Eric C. Williams
City Manager

RESOLUTION NO. 2025-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, PROVIDING FOR A LOCAL GOVERNMENT AREA OF OPPORTUNITY FLORIDA HOUSING FINANCE CORPORATION LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION LOAN FORM, VERIFICATION OF SEWER CAPACITY, VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE OF ROADS, VERIFICATION OF AVAILABILITY OF SEWER CAPACITY, AND VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS; PROVIDING FOR GENERAL AUTHORITY; PROVIDING FOR RECORDING IN THE PUBLIC RECORDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Green Mills Holdings, LLC is the owner of real property located within the jurisdiction of the City of Inverness as follows

The SE 1/4 of the SE 1/4 except a strip of land 35 feet wide off the south side of the SE 1/4 of the SE 1/4 and except a strip of land 100 feet wide lying 50 feet on each side and parallel to the center line of the Seaboard Air Line Railroad, as the same has been surveyed and constructed across the said SE 1/4 of the SE 1/4 previously conveyed by warranty deed and recorded in Deed Book 59, at Page 63, in the office of the Clerk of Circuit Court of Citrus County, Florida, and also except 5.17 acres, more or less, of the SE 1/4 of the SE 1/4 as described in deed dated October 13, 1926 and recorded in Deed Book 59, at Page 423, in the office of the Clerk of Circuit Court of Citrus County, Florida, Southern Investment Co., a Florida corporation, being the grantee in the land mentioned aforesaid, and also except the following described land: commence at the NW corner of the SE 1/4 of the SE 1/4 of Section 12, Township 19 South, Range 19 East, thence run south along the west boundary line of the said SE 1/4 of the SE 1/4, 445 feet to the point of beginning of the land herein conveyed, thence run north along the west boundary line of the said SE 1/4 of the SE 1/4, 445 feet to the NW corner of the said SE 1/4 of the SE 1/4, thence run east along the north boundary line of the said SE 1/4 of the SE 1/4 to the right-of-way of Seaboard Railroad Co., thence run southeasterly along the west boundary line of the said railroad right-of-way 607 feet; thence run west to the point of beginning of the lands herein conveyed, as recorded in deed book 89, at Page 102, in the office of the Clerk of Circuit Court of Citrus County, Florida. All of the above land lying, being and situate in Section 12, Township 19 South, Range 19 East, And Lots 40, 41 and 42, Block 38, of INVERNESS ACRES UNIT 2, A/K/A INVERNESS VILLAGE UNIT 2 according to the map or plat thereof as recorded in Plat Book 6, Page 52, of the Public Records of Citrus County, Florida.

WHEREAS, the City of INVERNESS has received a Local Government Area of Opportunity Funding Request from Green Mills Holdings, LLC in support of an application to the Florida Housing Finance Corporation for a senior attainable rental housing community consisting of ninety to one hundred apartment homes; and

WHEREAS, pursuant to the terms of the project approval by the Florida Housing Finance Corporation, the City of INVERNESS, Florida, (the "City") is required to provide a loan to Green Mills in the amount of \$340,000 (the "Loan"); and

WHEREAS, pursuant to the terms of the project approval by the Florida Housing Finance Corporation, the Green Mills Holdings, LLC has formed a special purpose entity (Longwood Gardens Forest Drive) related to the project. Longwood Gardens Forest Drive will be the obligor of the Local Government Area of Opportunity loan from the City of INVERNESS, Florida; and

WHEREAS, the City of INVERNESS Local Government Comprehensive Plan Housing Element includes Goal 2.1: Ensure a sufficient supply and variety of sound, safe, sanitary, and affordable dwellings in appropriate locations, and Policy 2.1.1.2: The City shall develop partnerships with the private sector to improve efficiency and streamline the housing delivery system; and

WHEREAS, the City Council of the City of INVERNESS, Florida has determined that it is in the best interest of the citizens of the City of INVERNESS, Florida, to formally approve the Florida Housing Finance Corporation Local Government Verification of Contribution Loan form, the Verification of Availability of Infrastructure Roads form, the Verification of Availability of Infrastructure Sewer Capacity form and the Verification that

Development is Consistent with Zoning and Land Use Regulations form;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA THAT:

Section 1. Incorporation of Recitals. The above Recitals are true and correct and incorporated herein by reference.

Section 2. Findings. It is ascertained, determined and declared that the City Council of the City of INVERNESS, Florida has determined that it is in the best interests of the citizens of the City of INVERNESS, Florida, to formally approve the Florida Housing Finance Corporation Local Government Verification of Contribution Loan Form attached as Exhibit “A”, and related forms forth Verification of Availability of Infrastructure Roads form, the Verification of Availability of Infrastructure Sewer Capacity form, and the Verification that Development is Consistent with Zoning and Land Use Regulations form.

Section 3. Approval of the Florida Housing Finance Corporation Local Government Verification of Contribution. The City Council hereby formally approves execution of Exhibit “A” Local Government Verification of Contribution - Loan Form in the amount of \$340,000.

Section 4. General Authority. The City Council hereby formally approves the City Manager to execute Exhibit “A” Local Government Verification of Contribution - Loan Form in the amount of \$340,000 and related forms listed in Section 2 above.

Section 5. General Authority. This Resolution will take effect immediately upon its adoption.

UPON MOTION DULY MADE AND CARRIED on the foregoing

Resolution was adopted on the _____ day of _____ 2025.

CITY OF INVERNESS, FLORIDA

Gene Davis, Council President

ATTEST:

Susan Jackson, City Clerk

Approved as to form and correctness:

James T. Hartley, Assistant City Attorney

PROMISSORY NOTE AND LOAN AGREEMENT
Longwood Gardens

Folio Number and Property Address: See Exhibit "A":

Effective Date: _____, 2026

Amount: \$340,000

FOR GOOD AND VALUABLE CONSIDERATION, City of Inverness, a Florida municipal corporation ("**Lender**" or "**City**") promises to loan to Longwood Gardens, Ltd., a Florida limited partnership, ("**Borrower**"), and Borrower promises to repay Lender, the sum of **THREE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$340,000.00)** (the "**Loan**") or so much thereof as is outstanding from time to time.

WHEREAS, Borrower owns that certain real property, more specifically described in Exhibit "A", attached hereto and incorporated herein by reference (the "**Property**") and intends to develop a 96 unit affordable rental housing project to be known as Longwood Gardens (the "**Project**");

WHEREAS, on October 7, 2025, the City Council of the City of Inverness, Florida adopted Resolution No. 2025-11, to formally approve the Florida Housing Finance Corporation Local Government Verification of Contribution Loan to be made to Borrower in the amount of \$340,000 in order to promote the City's goals of (a) providing sufficient supply and variety of sound, safe, sanitary and affordable dwellings in appropriate locations; and (b) for the City to develop partnerships with the private sector to improve efficiency and streamline the housing delivery system;

WHEREAS, the Lender now desires to provide funding to Borrower for the development and operation of the Project in the amount of **THREE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$340,000)** in the form of a Local Government Area of Opportunity loan (the "**Loan**"); and

WHEREAS, Lender now desires to provide funding for the Project in the amount requested by the Borrower above.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements set forth below, the parties agree as follows:

LOAN AGREEMENT. Lender will loan the funds to Borrower to finance a portion of the development and operation of the Project. The total principal amount of the Loan shall be disbursed directly to Borrower on the Disbursement Date.

LOAN PAYMENT. Borrower shall promptly pay the principal of the indebtedness evidenced by this Note, and all other charges and indebtedness provided herein and in that certain Mortgage to be entered into on date even herewith (the "**Mortgage**"), at the times and in the manner provided in this Note hereunder and in the Mortgage. The interest rate on the Loan shall be **two percent (2%) simple interest** per annum throughout the term of the loan unless there is a default, that is continuing beyond any applicable notice and cure period, in

which case interest shall immediately accrue at the lesser of the prime rate (as announced from time to time by Lender) or the highest rate authorized under Florida law.

The term of the loan shall commence on the first day following the earlier date to occur: (a) funding of the [Stabilization Capital Contribution (as defined in the Borrower's Amended and Restated Partnership Agreement)] by Borrower's Investor (as defined in the Mortgage); or (b) the date Borrower closes on the Permanent First Mortgage Loan (as defined in the Mortgage) (the "**Disbursement Date**") through and including the date that is fifteen (15) years from the Disbursement Date ("**Maturity Date**"). Notwithstanding the foregoing, if the Disbursement Date has not occurred on or before the date that is five (5) years after the Effective Date, then Lender's obligation to make the Loan under this Note shall automatically terminate and be of no further force or effect, without any further action by either party.

Commencing on the last day of the calendar month following the Disbursement Date, monthly payments of principal and interest, calculated based on the then-outstanding principal balance of the loan, at a rate of 2.0% and a 15-year amortization, are due and payable on the last day of each calendar month.

DEFAULT & ACCELERATION. Lender shall have the right to declare the amount of the total unpaid balance hereof to be due and payable in advance of the Maturity Date upon Borrower's breach hereunder or the occurrence of an Event of Default under the Mortgage, following the expiration of any applicable notice and cure period.

ESTOPPEL/WAIVER. Failure of Lender to declare a default shall not constitute a waiver of such default. Upon default, this Note will accrue interest at the highest rate permissible under applicable law, or, if this Note be reduced to judgment, such judgment should bear interest at the highest rate permissible under applicable law.

PREPAYMENT. Borrower reserves the right to prepay at any time all or part of the principal amount of this Note without the payment of penalties or premiums. All payments of this Note, prior to default, shall be first applied to reduce the accrued and outstanding interest, if any, and second to the payment of principal.

COLLECTION COSTS. If suit is instituted by Lender to recover this Note, Borrower agree(s) to pay all reasonable out of pocket costs of such collection including reasonable attorney's fees and court costs, at trial, appellate and bankruptcy matters.

PARTIES. The words "Borrower" and "Lender" in this Note shall be construed to include the respective heirs, personal representatives, successors, and permitted assigns of Borrower and Lender.

SUBORDINATION. The right of Lender to payment of the indebtedness evidenced by this Note is and will at all times be subordinate to the rights of the Permanent First Mortgage as such term is defined in the Mortgage and to the extent provided in any subordination agreement to be entered into by and among Lender and the Senior Lender (as defined in the Mortgage) (individually and collectively, the "**Subordination Agreement**"). The Mortgage and any other documents securing this Note are and shall be subject and subordinate in all

respects to the liens, terms, covenants and conditions set forth in such Permanent First Mortgage documents and any subordination agreement entered into in a form and manner agreed to between the parties. The rights and remedies of Lender and each subsequent holder of this Note and the Mortgage securing this Note are subject to the restrictions and limitations set forth in the Permanent First Mortgage documents and any Subordination Agreement.

CONSTRUCTION AND VENUE. Each party covenants and agrees that any and all legal actions arising out of or connected with this Note shall be instituted in the 5th Judicial Circuit Court in and for Citrus County, Florida or in the United States District Court in Citrus County, Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Note is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

**THIS NOTE AND THE MORTGAGE SECURING THIS NOTE ARISE OUT OF OR ARE GIVEN TO SECURE
THE REPAYMENT OF A LOAN ISSUED IN CONNECTION WITH THE FINANCING OF HOUSING
AND ARE EXEMPT FROM DOCUMENTARY STAMP TAX AND INTANGIBLE TAX
PURSUANT TO SECTION 420.513(1), FLORIDA STATUTES.**

<<SIGNATURE ON FOLLOWING PAGE>>

IN WITNESS WHEREOF, this Note has been duly executed by Lender and Borrower as of the day and year first written above.

WITNESSES:

Witness Signature

Name Printed or Typed

Address: _____

Witness Signature

Name Printed or Typed

Address: _____

LENDER:

The City of Inverness, Florida, a Florida municipal corporation

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2026, by _____, as _____ of _____ the City of Inverness, Florida, who is ____ personally known to me or has produced _____ as identification.

NOTARY SEAL:

Notary Public

Print Name: _____

Council Expires: _____

BORROWER

Witness Signature

LONGWOOD GARDENS, LTD., a Florida limited partnership

Name Printed or Typed

By: Longwood Gardens GP, LLC, a Florida limited liability company, its general partner

Address

By: Green Mills Holdings, LLC, a Florida limited liability company, its manager

Witness Signature

By: _____
Mitchell Rosenstein, Manager

Name Printed or Typed

Address

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by Mitchell Rosenstein, as the manager of Green Mills Holdings, LLC, a Florida limited liability company, as manager of Longwood Gardens GP, LLC, a Florida limited liability company, as general partner of Longwood Gardens, Ltd., a Florida limited partnership. He/she is personally known to me ☐ or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed, or stamped

My Council Expires: _____

PROMISSORY NOTE

Exhibit “A”

Legal Description

This Instrument Prepared By:
[]

SPACE ABOVE THIS LINE FOR PROCESSING DATA

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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) made this ____ day of _____, 2026, by LONGWOOD GARDENS, LTD., a Florida limited partnership, (“Declarant”), which shall be for the benefit of the CITY OF INVERNESS, FLORIDA, a Florida municipal corporation (the “City”).

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of land located in the City, more particularly described in Exhibit “A” (“Property”);

WHEREAS, Declarant submitted a Local Government Area of Opportunity Loan funding request to the City in connection with its submission in response to Florida Housing Finance Corporation’s (“Florida Housing”) RFA 2025-201 Housing Credit Financing for Affordable Housing Developments Located in Small and Medium Counties to develop the Property (“RFA”);

WHEREAS, the Property is being developed as a rental apartment complex comprised of 96 units (the “Project”), subject to the affordable housing restrictions set forth in this Declaration;

WHEREAS, on October 7, 2025, the City Council of the City of Inverness, Florida adopted Resolution No. 2025-11, to formally approve the Florida Housing Finance Corporation Local Government Verification of Contribution Loan to be made to Declarant in the amount of \$340,000 in order to promote the City’s goals of (a) providing sufficient supply and variety of sound, safe, sanitary and affordable dwellings in appropriate locations; and (b) for the City to develop partnerships with the private sector to improve efficiency and streamline the housing delivery system;

WHEREAS, City and Declarant have entered into that certain Promissory Note and Loan Agreement, dated _____, 2026 (the “Loan Agreement”), pursuant to which Lender will make a loan (the “Loan”) to Declarant in the amount of THREE HUNDRED FORTY

THOUSAND and NO/100 Dollars (\$340,000) to pay costs in connection with the development of the Project; and

WHEREAS, as a condition of City making the Loan, the City and the Declarant desire to enter into this Declaration; and

NOW THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Declarant hereby declares that the Property shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Declaration by this reference.

2. Duration of Covenants. The covenants set forth in this Declaration shall remain in effect until the stated term of the Loan regardless of any prepayment under the Loan ("Affordability Period"). Notwithstanding the foregoing or anything to the contrary in the Loan Agreement, this Declaration shall automatically terminate and be of no force and effect after the end of the Affordability Period, or in the event of involuntary noncompliance with this Declaration caused by fire or other casualty, seizure, requisition, change in a federal law or an action by a federal agency that prevents the City from enforcing the provisions hereof.. Upon a termination of this Declaration pursuant to the preceding sentence, the City and Declarant will execute a recordable document further evidencing such termination. In the case of foreclosure or deed in lieu of foreclosure, such termination will cease to be effective if at any time during the balance of the term hereof, the Declarant or any affiliated entity obtains an ownership interest in the Property for federal tax purposes.

3. Use and Occupancy. Of the residential units to be constructed on the Property, ninety (90) to ninety-six (96) units shall be set-aside and rented to persons and households whose income at the time of initial occupancy is at or below eighty percent (80%) of the area median annual adjusted gross income for Citrus County ("AMI"). Each of the units in the Project will be rent restricted consistent with the low-income housing tax credit program administered by Florida Housing. The City acknowledges that Florida Housing is requiring set asides which may be more extensive than those set forth herein and compliance therewith shall not be a breach hereof and that pursuant to the RFA a portion of the units shall be set-aside as elderly housing as defined under the RFA. The City will rely on Florida Housing's compliance monitoring under its low-income housing tax credit program, including, if applicable, the application of the next available unit rule under such program. Declarant will provide City with all compliance monitoring reports and evidence of applicable cures after any violation. Notwithstanding the foregoing, the City reserves the right, upon reasonable notice and during normal business hours, to conduct its own review or audit of Declarant's compliance with the affordability requirements of this Agreement if the City reasonably determines that such review

is necessary to verify compliance. Declarant shall reasonably cooperate with any such review by providing records and information reasonably requested by the City.

4. Violation of Agreement. Notwithstanding any language to the contrary contained herein or in any of the other related loan documents, prior to the City declaring a default hereunder or under any of the other related loan documents, the City shall send written notice of default to the Declarant and the “Investor” (as defined in the Mortgage of even date) the Declarant or the Investor shall have a period of thirty (30) days after receipt of the notice of default to cure such default; provided, however, if such default or breach may not reasonably be cured within such 30 day period, a default shall not be deemed to have occurred so long as Declarant or Investor shall diligently and continuously endeavor to cure the same, at the City’s sole discretion.

5. Venue. This Declaration shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Citrus County, Florida.

6. Covenants Run with the Land. All conditions, covenants, and restrictions contained in this Declaration shall be covenants running with the Property, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, to the fullest extent permitted by law and equity, be binding for the benefit and in favor of the City, and enforceable by the City, its successors and assigns, against Declarant, its successors and assigns, to or of the property or any portion thereof or any interest therein, and any party in possession or occupancy of said property or portion thereof, subject to the provisions of Section 2, above. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or the Project or any portion thereof or interest therein (other than mortgage loans and loan documentation executed in connection therewith) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions or all of the Property or the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project or the Project.

7. Modification of Agreement. The City and its successors and assigns, and Declarant and the successors and assigns of Declarant in and to all or any part of Declarant’s interest in the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this Declaration without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than Declarant’s interest in the Property. Any amendment or modification to this Declaration must be in writing and signed by the City and Declarant, or their successors and assigns.

8. Termination. The covenants set forth herein shall automatically terminate and be of no further force and effect upon satisfactory completion of the Affordability Period as prescribed herein. Upon passing of the Affordability Period, the covenants herein shall be deemed satisfactorily complied with.

9. Filing. Upon execution and delivery by the parties hereto, the Declarant shall cause this Declaration and all amendments and supplements hereto to be recorded and filed in the Official Public Records of Citrus County, and shall pay all fees and charges incurred in connection therewith.

10. Severability. If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

11. Entire Agreement. This Declaration together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

12. Counterparts. This Declaration may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Declarant has executed this Declaration on the day first above written.

DECLARANT

LONGWOOD GARDENS, LTD., a Florida limited partnership

Witness Signature

By: Longwood Gardens GP, LLC, a Florida limited liability company, its general partner

Name Printed or Typed

By: Green Mills Holdings, LLC, a Florida limited liability company, its manager

Address

By: _____
Mitchell Rosenstein, Manager

Witness Signature

Name Printed or Typed

Address

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by Mitchell Rosenstein, as the manager of Green Mills Holdings, LLC, a Florida limited liability company, as manager of Longwood Gardens GP, LLC, a Florida limited liability company, as general partner of Longwood Gardens, Ltd., a Florida limited partnership. He/she is personally known to me ☐ or has produced _____ (type of identification) as identification.

Notary Seal:

Notary Public Signature

Name (Printed, Typed or Stamped)

Notary Public

Print Name: _____
Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY

$$\begin{bmatrix} \vdots \\ \vdots \\ \vdots \\ \vdots \end{bmatrix}$$

MORTGAGE

RECITALS:

WITNESSETH:

(b) any improvements now or hereafter erected on the Property (the “**Improvements**”), and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all

fixtures now or hereafter attached to the Land or the Improvements, all of which, including replacements and additions hereto; and

(c) any awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to Lender and are deemed a part of the property mortgaged hereby; and Lender is hereby authorized to collect and receive the same toward the payment of indebtedness secured by this Mortgage, notwithstanding the fact that the amount thereon may not then be due and payable; and

(d) all proceeds of insurance payable with respect to the Property, the Improvements, or any part thereof, whether arising from loss, damage, destruction, or other casualty, together with all rights under any insurance policies relating thereto, subject, however, to the prior rights of the holder of the Permanent First Mortgage Loan to receive and apply such proceeds to the outstanding obligations secured by the Permanent First Mortgage Loan in accordance with the Permanent First Mortgage Loan Documents.

(e) any land lying in the streets, roads, or alleys adjoining to the Property; and

(f) any fixtures attached to any Improvements, now owned, or hereafter acquired or attached; and

(g) any articles of personal property relating the property mortgaged hereby, now owned or hereafter acquired.

All Borrower's right, title and interest in the above-described property are hereinafter collectively referred to as the "**Mortgaged Property**."

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto Lender, its permitted successors and assigns for the purposes and uses herein set forth.

AND Borrower further covenants and agrees with Lender, as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST.

Borrower shall promptly pay the principal and interest of the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and, in this Mortgage, at the times and in the manner provided in the Note.

2. FUNDS FOR TAXES, ASSESSMENTS AND LIENS.

Borrower shall pay before the same become delinquent, as hereinafter provided, all taxes, assessments, and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the Mortgaged Property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. COMPLETION OF IMPROVEMENTS.

This Mortgage and the Note are executed and delivered to secure moneys advanced to Borrower for the purpose of developing and operating on the Property, the Improvements consisting of 96 rental apartment units and related amenities. The apartment units shall be constructed and rented to tenants in compliance with the Declaration of Restrictive Covenants dated as of the date hereof (the "**DRC**"). If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for a period of ninety (90) consecutive days

for any reason other than strikes, lock-outs, acts of God, fires, floods, pandemics, or other similar catastrophes, such as riots, war or insurrection, or other events beyond the control of Borrower, Lender, after due notice to Borrower, is hereby authorized but has no obligation (A) to enter upon the Mortgaged Property and employ any watchman, protect the Improvements from depredation or injury and to preserve and protect such property, (B) to carry out any or all the existing contracts between Borrower and other parties for the purpose of making any of the Improvements, (C) to make and enter into additional contracts and incur obligations for the purposes of completing any portion of the Improvements pursuant to the obligations of Borrower hereunder either in the name of Lender or Borrower, and (D) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by Lender as provided in this Paragraph, all of which amounts so paid by Lender, with interest thereon from the date of each such payment at the rate indicated in the Note executed of even date herewith, shall be payable by Borrower to Lender on demand and shall be secured by this Mortgage.

4. BUILDING REMOVAL, ADDITIONS AND COMPLIANCE WITH REQUIREMENTS.

No building, structure, improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Lender except for (a) obsolete or worn property, which if necessary for the operation of the Mortgaged Property, is replaced by adequate substitutes equal or greater in value than the replaced items and (b) inventory and goods in the ordinary course of business. Borrower will not make, permit, or suffer any alteration of or addition to any building, structure or improvement which may hereafter be erected or installed upon the Mortgaged Property, or any part thereof, except the Improvements, nor will Borrower use, or permit or suffer the use of, any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of Lender. Borrower will maintain the Mortgaged Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements of federal, state and local governments or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. CHARGES AND LIENS.

Borrower will not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property or any part thereof, any lien or encumbrance and will keep and maintain the same free from the claims of all parties supplying labor and/or materials which will enter into the construction or installation of the Improvements. Notwithstanding, the following liens and encumbrances are permitted: (i) that certain initial first mortgage loan by [U.S. Bank National Association (“**Initial First Mortgagee**”) in the original principal amount of up to \$20,000,000 (“**Initial First Mortgage Loan**”), secured by an initial first mortgage (the “**Initial First Mortgage**”) and evidenced and secured by separate mortgage loan documents. The First Mortgage Loan is intended to be satisfied and replaced after completion of construction at conversion by a permanent funding loan given by Churchill Mortgage Investment LLC (the “**Permanent Mortgagee**”, and collectively with the Initial First Mortgagee, referred to herein as the “**First Mortgagee**”) made up of USDA-RD 538 Loan Program funds in the original principal amount of up to \$4,750,000 (the “**Permanent First Mortgage Loan**” and collectively with the Initial First Mortgage Loan, referred to herein as the “**First Mortgage Loan**”), which will be secured by a first mortgage (the “**Permanent First Mortgage**”, and collectively with the Initial First Mortgage, referred to herein as the “**First Mortgage**”), and which is evidenced and secured by separate first mortgage loan documents in favor of the Permanent First Mortgagee. Until such time as the Initial Mortgage Loan is satisfied, the terms “First Mortgagee,” “First Mortgage Loan” and “First Mortgage” shall refer to the Initial First Mortgagee, the Initial First Mortgage Loan and the Initial First Mortgage. Following satisfaction of the Initial Mortgage Loan, the terms “First Mortgagee,” “First Mortgage Loan” and “First Mortgage” shall refer to the Permanent First Mortgagee, the Permanent First Mortgage Loan and the Permanent First Mortgage;] (ii) any such liens and encumbrances provided on Borrower’s title policy provided to Lender in connection with the closing of the Loan; (iii) utility, cable, or other similar liens, encumbrances, claims or easements that are customarily granted for the operation of similar projects or in the ordinary course of business of operating an apartment complex; (iv) residential leases; (v) any regulatory agreement, extended low income housing tax credit agreement, or land use restriction agreement entered into by

Borrower in connection with the Permanent First Mortgage or required under the Federal Low-Income Housing Tax Credit program; (vi) any encumbrances permitted under Borrower's governing partnership agreement; and (vii) and any other encumbrances to which Lender has previously approved or subsequently approves hereinafter or to which any holder of any portion of the Permanent First Mortgage (a "**Senior Lender**") has approved or subsequently approves hereinafter (altogether, "**Permitted Encumbrances**"). The Loan secured hereby and the terms of this Mortgage shall be subordinate in all respects, including in lien and payment to the Permanent First Mortgage and the agreements, documents and instruments executed by Borrower in connection therewith. Lender agrees that it will execute and deliver, upon reasonable request by any holder of the Senior Lender, a subordination agreement in the form and substance reasonably acceptable to such holder, provided, however, that such agreement is consistent with and does not materially alter or expand the terms, intent, or priority of this Mortgage or the other loan documents and is otherwise in form and substance reasonably acceptable to Lender, in its reasonable discretion..

6. NOTICE OF FIRE OR CASUALTY.

Borrower will give immediate notice by registered or certified mail to Lender of any fire, damage or other casualty affecting the Mortgaged Property or any part thereof outside the ordinary course of business.

7. COVERAGE OF INSURANCE POLICIES.

a. Borrower shall maintain insurance on all buildings, other structures, and improvements located on the Property against loss or damage by fire, flood, and such other hazards, casualties, and contingencies as are reasonably required by the holder of the Permanent First Mortgage. Such insurance shall be written on a replacement cost basis; provided, however, that if the holder of the Permanent First Mortgage permits insurance in an amount less than full replacement cost, Borrower may maintain such lesser coverage so long as the amount of insurance is reasonably sufficient to satisfy the outstanding obligations secured by the Permanent First Mortgage and, after payment in full of such obligations, provide insurance proceeds reasonably sufficient to satisfy the outstanding indebtedness secured by this Mortgage. Lender shall be named as an additional insured and/or mortgagee or loss payee, as appropriate, under all such insurance policies, subject to the prior rights of the holder of the Permanent First Mortgage.

b. In the event of loss or damage to the Mortgaged Property, Borrower will give to Lender immediate notice thereof by mail, at the address herein above stated and Lender may make and file proof of loss if not made otherwise promptly by or on behalf of Borrower or by a Senior Lender. Unless Borrower and Lender otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired, subject to the Permanent First Mortgage. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower, subject to the Permanent First Mortgage.

c. At least sixty (60) days prior to the expiration of each policy, Borrower will furnish the Lender with evidence satisfactory to Lender of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All policies will contain a provision that the policies will not be cancelled or materially amended (including any reduction in the scope or limits of coverage), without at least ten (10) days prior written notice to Lender. If all or any part of the insurance will expire, or be withdrawn, or become void or unsafe, by reason of Borrower's breach of any condition, or if Borrower does not procure insurance as required herein, Borrower will place new insurance on the premises, satisfactory to the Lender.

8. TAXES.

In order to protect more fully the security of this Mortgage, Borrower shall promptly submit to Lender upon request, or Lender's designated agent, the tax invoice for the Mortgaged Property. Such invoice shall show either

that no taxes are due because they have already been paid in full or be accompanied by a receipt showing taxes have been paid in full or Borrower shall provide reasonable evidence the taxes are exempt.

9. LOCAL ORDINANCES.

The Improvements and all plans and specifications shall comply with all applicable local ordinances, regulations and rules made or promulgated with lawful authority.

10. PROTECTION OF LENDER'S SECURITY.

If Borrower fails to perform the covenants and agreements contained in this Mortgage, excluding any lien to which this Mortgage is expressly subject, or if any action or proceeding is commenced which materially affects Lender's interest in the Mortgaged Property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option and subject to the Permanent First Mortgage, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is reasonably necessary to protect Lender's interest, including, but not limited to seeking all available legal or equitable remedies under Florida law including but not limited to, disbursement of reasonable attorney's fees at trial, appellate and bankruptcy levels and entry upon the Mortgaged Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payments, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate payable under Florida law from time to time on outstanding principal under the Note unless payment of interest at such time would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph shall require Lender to incur any expense or take any action hereunder.

11. LENDER INSPECTIONS.

Lender, or any of its agents or representatives, shall have the right to inspect the Mortgaged Property upon reasonable written notice, which shall not be less than three (3) business days. Should the Mortgaged Property, or any part thereof, require repair, care or attention, then, after written notice as provided herein (Paragraph 16) to Borrower, and Borrower's failure to so perform, Lender may (but does not have any obligation to do so) enter or cause entry to be made upon the Mortgaged Property and repair, protect and maintain the Mortgaged Property as Lender may deem necessary. Any and all money that Lender must pay to accomplish the proper maintenance on the Mortgaged Property shall become due and payable under the provisions of Paragraph 10.

12. EVENT OF DEFAULT.

An Event of Default will be the occurrence of any one of the following events and expiration of the applicable cure period set forth in Paragraph 13 below, upon that occurrence Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable:

a. Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;

b. Material nonperformance by Borrower of any covenant, agreement, term, or condition of this Mortgage or the Note after Borrower has been given due notice in accordance with Paragraph 13 below by Lender to cure such nonperformance and sixty (60) days to cure;

c. Failure of Borrower to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage which continues beyond sixty (60) days after notice thereof from Lender to Borrower and any applicable grace or cure period and for which a default has been declared in writing;

d. Failure by the Borrower to submit promptly to Lender or Lender's designated agent proof of payment of all insurance and taxes, as required herein; and

e. The failure to pay ad valorem and/or tangible personal property taxes for the Mortgaged Property and such payment is continuing beyond a reasonable period of time after receiving written notice from the Lender.

f. Borrower (i) files a voluntary petition under the United States Bankruptcy Code or any similar federal or state insolvency law; (ii) consents to or acquiesces in the appointment of a receiver, trustee, custodian, or similar official for Borrower or any substantial part of its assets; (iii) makes an assignment for the benefit of creditors; or (iv) has an involuntary bankruptcy petition or similar proceeding commenced against it that is not dismissed within ninety (90) days.

g. Any material representation or warranty made by Borrower in the Note, this Mortgage, or any other Loan Document, or in any certificate, financial statement, report, or other information furnished by Borrower in connection with the Loan, is false or misleading in any material respect when made or deemed made.

h. Borrower fails to comply in any material respect with any affordability, income-restriction, rent-restriction, or other regulatory covenant applicable to the Mortgaged Property pursuant to the DRC, Loan Documents, any land use restriction agreement, regulatory agreement, or applicable law, and such failure continues beyond any applicable notice and cure period.

i. An event of default occurs under the Permanent First Mortgage Loan or any other indebtedness secured by a lien superior to this Mortgage, and such default continues beyond any applicable notice, grace, or cure period, resulting in the acceleration of such indebtedness or the commencement of foreclosure or other enforcement proceedings.

13. OPTION OF MORTGAGEE UPON EVENT OF DEFAULT.

Upon the occurrence of An Event of Default, Lender, prior to acceleration, shall mail notice to Borrower and Borrower's investor limited partner ("Investor") as is provided in Paragraph 16 hereof, specifying:

a. The breach;

b. The action required to cure such breach;

c. A date not less than ten (10) days from the date the notice is mailed to Borrower by which such breach must be cured if the default is a monetary default; provided, however, that if Borrower has previously committed two (2) or more monetary defaults under this Mortgage during the immediately preceding twelve (12)-month period, no further notice or opportunity to cure shall be required with respect to any subsequent monetary default during such twelve (12)-month period. If the default is a non-monetary default, the notice shall specify a date not less than thirty (30) days from the date the notice is mailed to Borrower by which such breach must be cured; and

d. That failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the Mortgaged

Property. The notice shall further inform Borrower of the right to assert in the foreclosure proceedings the non-existence of a default, or any other defense of Borrower to acceleration and foreclosure.

If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees at trial, appellate and bankruptcy levels and costs of documentary evidence, abstract, title reports and court costs.

Notwithstanding anything to the contrary contained herein, if an Event of Default occurs, prior to exercising any remedies hereunder, Lender shall give Borrower and Investor simultaneous written notice of such default. Any notice delivered to Borrower shall be deemed ineffective and not delivered until a copy of the notice is delivered to Investor as set forth in Section 16 below. Lender hereby agrees that any cure of any default made or tendered by Investor shall be deemed to be a cure by Borrower, and accepted or rejected on the same basis as if made or tendered by Borrower. Investor shall have a period of thirty (30) days after receipt of notice, or such longer period of time as may be set forth herein, to cure a default prior to exercise of remedies by Lender hereunder or under any related documents.

14. APPOINTMENT OF RECEIVER.

Lender in any action to foreclose this Mortgage may be entitled to have a receiver appointed by a court of law as a matter of right and without regard to the value of the Mortgaged Property or the solvency of Borrower or other parties liable for the payment of the Note and other indebtedness secured by this Mortgage. Said receiver shall enter upon, take possession of and manage the Mortgaged Property, and will collect rents of the Mortgaged Property, including those past due. All rents collected by the receiver shall be applied first to payments of the costs of management of the Mortgaged Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

15. FORBEARANCE BY LENDER NOT A WAIVER.

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of indebtedness secured by this Mortgage.

16. NOTICE.

Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address below, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

LENDER: City Manager
212 W. Main Street
Inverness, Florida 34450

with a copy to: City Attorney

212 W. Main Street
Inverness, Florida 34450

BORROWER: Longwood Gardens, Ltd.
3323 W. Commercial Blvd
Suite E220
Fort Lauderdale, FL 33309
Attention: Oscar Sol

with a copy to: Nelson Mullins Riley & Scarborough LLP
One PPG Place, Suite 3200
Pittsburgh, Pennsylvania 15122
Attention: Michelle Yarbrough Korb, Esq.
Email: michelle.yarbroughkorb@nelsonmullins.com
Telephone: 412-730-3099

INVESTOR: [U.S. Bancorp Community Development Corporation Placeholder]

WITH COPY TO:

17. ONE PARCEL.

In case of a foreclosure sale of the Mortgaged Property, it may be sold as one parcel.

18. BORROWER'S COPY.

Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

19. LAWFULLY SEIZED.

Borrower is lawfully seized of the Mortgaged Property and has good right, full power, and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to Lender forever against the lawful claims and demands of any and all parties whatsoever, subject to the Permanent First Mortgage and Permitted Encumbrances.

20. INTENTIONALLY LEFT BLANK

21. CAPTIONS.

The captions of this Mortgage are for convenience only and shall not be construed as defining or limiting the scope or intent of the provisions hereof.

22. SUCCESSORS AND ASSIGNS.

This Mortgage and all covenants, agreements, terms, and conditions herein contained shall be binding upon and inure to the benefit of Borrower, and, to the extent permitted by law, every subsequent owner of the Mortgaged Property and shall be binding upon and inure to the benefit of Lender and its assigns. Notwithstanding the foregoing, Lender shall not, directly or indirectly, assign, transfer, sell, pledge, or otherwise convey this Mortgage or the Note or any part thereof or beneficial interest therein, or grant any participation therein, without the prior written consent of Borrower; provided, however, that upon the occurrence and during the continuance of an Event of Default by Borrower, Lender may assign, transfer, sell, or otherwise convey this Mortgage, the Note, or any interest therein without Borrower's consent. Borrower may not assign its rights hereunder to a purchaser of the fee simple interest in the Land and Improvements, without Lender's prior written consent, which may not be unreasonably withheld if such purchaser assumes the obligations of Borrower hereunder and under the Note and this Mortgage. This provision shall not apply to the Permitted Encumbrances provided in Section 5 of this Mortgage or any transfers permitted under the Borrower's Agreement of Limited Partnership, all to which Lender hereby consents.

23. VENUE

Each party covenants and agrees that any and all legal actions arising out of or connected with this Mortgage shall be instituted in the 5th Judicial Circuit Court in and for Citrus County, Florida, or in the United States District Court in Citrus County, Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Mortgage is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

24. SURVIVABILITY AND SEVERABILITY

a. Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Mortgage shall remain enforceable against such party subsequent to such termination.

b. In the event any section, sentence, clause or provision of this Mortgage is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Mortgage shall not be affected by such determination and shall remain in full force and effect.

25. RELEASE

Upon payment of all sums secured by this Mortgage and the Note, the Lender shall release this Mortgage and the Note. The Borrower shall pay all recordation costs.

26. MERGER AND MODIFICATIONS

The Mortgage and Note constitute the entire agreement and understanding of the parties with respect to the transactions contemplated hereby, and supersedes all prior oral or written agreements and understandings of the parties (whether executed or unexecuted) which are hereby deemed null and void, and there are no other terms, understandings, representations, or warranties, express or implied except as set forth in this Mortgage or in the Note. No amendment, modification or termination of this Mortgage shall be effective unless in writing and signed by the party intending to be bound thereby.

28. SUBORDINATION TO TAX CREDIT EXTENDED USE AGREEMENT.

This Mortgage is and shall be subordinate to the extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) recorded against the Property.

[Signatures on the following page]

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by Borrower on or as of the day and year first above written.

Witness Signature

BORROWER

LONGWOOD GARDENS, LTD., a Florida limited partnership

Name Printed or Typed

By: Longwood Gardens GP, LLC, a Florida limited liability company, its general partner

Address

By: Green Mills Holdings, LLC, a Florida limited liability company, its manager

Witness Signature

By: _____
Mitchell Rosenstein, Manager

Name Printed or Typed

Address

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by Mitchell Rosenstein, as the manager of Green Mills Holdings, LLC, a Florida limited liability company, as manager of Longwood Gardens GP, LLC, a Florida limited liability company, as general partner of Longwood Gardens, Ltd., a Florida limited partnership. He/she is personally known to me ☐ or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed, or stamped

My Council Expires: _____

MORTGAGE

Exhibit “A” Legal Description

Agenda Memorandum - *City of Inverness*

July 7, 2026

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Building Permit Fees - Florida House Bill 803
CC: Susan Jackson, City Clerk, Jeffrey Wells, Interim Community Development Director
Enclosures: 1. Inverness Building Permit Fees

HB803 was signed into law on May 7, 2026, which makes changes to how local governments charge fees for building permits and inspections. The most significant of these changes having an impact on the City of Inverness now requires an electronic registration system for private provider inspection companies and a mandatory reduction of commercial permit fees by 25% if the private provider is handling either plan review OR inspections, and a 50% reduction if they are providing both services.

“Private providers” are independent companies which employ licensed professional building inspectors to review building plans and conduct structural and site inspections as a more expedient alternative to in-house building inspectors. In addition to being licensed professionals with experience in one or more disciplines, private providers are required to be certified by the Florida Department of Business and Professional Regulation.

The City’s current building permit fee schedule for residential and commercial permits calculates the appropriate fees based on a percentage of the total cost of construction: 1.25% for residential and 1.5% for commercial. For example, if a project's total cost was \$1,000,000, the permit fee before the changes would be \$15,000. After the new law takes effect, the new permit fees would be \$11,250 (1.125%) for one of the services and \$7,500 (0.75%) if both services provided by a private provider.

There is no net financial effect on the City since utilization of private providers reduces the need for the City-contracted inspector and the reduction of the permit fees leads to a cost-reduction to the City. This is being presented for as an informational item and no current formal action is needed. The reduction amounts for use of private providers will proceed as effectuated by state statute.

Recommended Action: No action needed at this time.

If you wish to discuss this further, please contact me at your convenience.

Eric C. Williams

Permit Type	Minimum	Additional
Residential Permit:	\$ 120.00	1.25% Cost of Construction
Commercial Permit	\$ 120.00	1.5% Cost of Construction
Mechanical Permits	\$ 100.00	For the first \$7,500 & \$10.00 for each added \$1,000 of value
Electrical Permits	\$ 120.00	For the first \$7,500 & \$10.00 for each added \$1,000 of value
Plumbing Permits	\$ 120.00	For the first \$7,500 & \$10.00 for each added \$1,000 of value
Gas Permits	\$ 120.00	For the first \$7,500 & \$10.00 for each added \$1,000 of value
Roofing Permits	\$ 120.00	Plus \$5.00 per \$1,000.00 of contract price thereof.
Demolition Permits	\$ 100.00	For the first \$7,500 & \$10.00 for each added \$1,000 of value
Shed Permit	\$ 100.00	For the first \$7,500 & \$10.00 for each added \$1,000 of value
Pool Permits	\$ 120.00	1.25% Cost of Construction
Fence Permits	\$ 100.00	For the first \$7,500 & \$10.00 for each added \$1,000 of value
Sign Permits	\$ 120.00	1.5% Cost of Construction
Generator Permits	\$ 120.00	For the first \$7,500 & \$10.00 for each added \$1,000 of value
Window, door, & skylight Permits	\$ 100.00	For the first \$7,500 & \$10.00 for each added \$1,000 of value
Communication Towers related Permits	\$ 120.00	1.5% Cost of Construction
Mobile Home Permits	\$ 300.00	For the first section + \$150.00 per additional section
Aluminum Construction Permit	\$ 120.00	1.25% Cost of Construction
Permit Extensions:	\$ 50.00	(two maximum permitted up to 90 days each)
Re-Inspections Fees: First	\$ 50.00	
Re-Inspections Fees: Second	\$ 75.00	
Revision Fees	\$ 100.00	
Administrative Fees	\$ 30.00	
Certificate of Completion	\$ 30.00	
Certificate of Occupancy	\$ 30.00	
Florida State Surcharge		3.50% of permit value (Minimum is \$4.00)

Agenda Memorandum - *City of Inverness*

July 7, 2026

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Staffing for Adequate Fire and Emergency Response Grant (SAFER)
CC: Bobby Bessler, Fire Chief, Susan Jackson, City Clerk, Aidan Marshall, Assistant City Manager

Enclosures:

The City of Inverness has taken several important steps to improve its ISO rating for fire services over the past several years. The addition of a ladder truck further supports this effort by addressing a significant equipment need which enhances response capabilities, improves protection for residents and businesses, and positions the City to continue working toward a lower ISO rating in the future.

The Inverness Fire Department recently applied for the Federal Emergency Management Agency's Staffing for Adequate Fire and Emergency Response Grant Program, commonly known as the SAFER Grant. The purpose of the SAFER Grant Program is to assist fire departments with increasing or maintaining the number of trained firefighters available to respond to emergencies, improve operational readiness, and enhance the level of fire and emergency response protection provided to the City of Inverness.

For this application cycle, staff submitted the City's application for consideration of funding for three firefighter positions for the Inverness Fire Department. The request is intended to support the City's continued efforts to strengthen fire department staffing, improve response capability, and plan responsibly for the growing public safety needs of the community.

The FY 2025 SAFER Grant application period opened on May 19, 2026, and closed on June 22, 2026. This provided a very short window of opportunity to evaluate the grant requirements, review staffing needs, gather financial and operational information, complete the application, and submit the request for federal consideration. Compared to prior years, the application window was shorter and required staff to act quickly to preserve the City's opportunity to compete for funding.

If the grant is awarded, staff will return to City Council with the full award details, including the funding amount, grant conditions, staffing requirements, cost share or future financial obligations, along with any long term budget impacts. The grant is not entirely funded and has a cost match of 25% in years one and two and 65% in year three, with the option to not fund these positions past year four. Council will have the future opportunity to determine whether accepting the grant is in the best interest of the City and consider a potential increase in the budget to cover matching cost requirements.

There is no immediate financial impact associated with the submittal of the application. Acceptance of any future award would require City Council approval. If awarded, staff will provide a complete financial analysis before any acceptance decision is made.

Recommended Action:

No action is required at this time.

Agenda Memorandum - ***City of Inverness***

July 7, 2026

TO: Elected Officials

FROM:

SUBJECT: Project and Program Updates

- FDOT Florida Freedom Tour
- Master Lift Station Rehabilitation
- Wallace Brooks Park Improvements
- Manning's Bar Property Sale
- Other

CC:

Enclosures:
