



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## COUNCIL WORKSHOP

Tuesday, July 18, 2023 at 6:30 PM

Town Hall - 307 E Kennedy Blvd

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### I. CALL TO ORDER

### II. COUNCIL DISCUSSION

1. Discussion of the Town of Eatonville Renewal of Agreements: Water Supply, Solid Waste, And Wastewater (**Administration**)
2. Discussion of Establishing A Special Event Advisory Committee (**Councilwoman Randolph**)

### III. COMMENTS

3. Staff Comments

### IV. ADJOURNMENT

*The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.*

#### **\*\*PUBLIC NOTICE\*\***

*This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26*



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## TOWN COUNCIL WORKSHOP

### JULY 18, 2023, AT 06:30 PM

### Cover Sheet

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Discussion of the Town of Eatonville Renewal of Agreements: Water Supply, Solid Waste, And Wastewater (**Administration**)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department: Administration</b>
<b>INTRODUCTIONS</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>• Draft: Water Supply Plan</li> <li>• Solid Waste Ordinance and Agreement</li> <li>• Wholesale Sewer Service Agreement</li> <li>• Other Support Information</li> </ul>
<b>CONSENT AGENDA</b>		
<b>COUNCIL DISCUSSION</b>		
<b>ADMINISTRATIVE</b>	YES	

**REQUEST:** To discuss with Town Council the direction of upcoming major agreements and potential impacts from new agreements.

**SUMMARY:** The Administration has started conversation with several current vendors regarding the current agreements and adjustment required to proceed. The 10-Year Water Supply Facilities Work Plan (WSFWP) kickoff in February 2023 by CPH, Inc. response to St. John's River Water Management District's (SJRWMD) requirement to adopt an updated WSFWP into the Town's Comprehensive Plan within 18 months of governing board approval of the 2020 Central Florida Water Initiative Regional Water Supply Plan (CFWI RWSP). Town Council is required to adopt this 10-yr WSFWP into the Town's Comprehensive Plan by reference through a resolution. The Draft WSFWP is attached for consideration.

The current solid waste and recyclable collection service agreement is currently entering the last year of the agreement (November 1, 2024) with options to extend with current provider or began the procurement process for refuse collection services. Several meetings in March and April of 2023 were held with current provider to discuss service levels and potential state statutes that may impact commercial collection practices which will impact the service rates and require ordinance modifications. The current solid waste and recyclable collection agreement is attached for consideration.

The Wholesale Sewer Service Agreement is currently begin reviewed by staff at the request of the City of Altamonte Springs. The Town has previously entered into an agreement for wholesale sewer treatment and disposal services, which agreements include, without limitation, the January 7, 1982, and the February 24, 1999, Amendment (collectively, the Prior Agreements). This agreement relies on a monthly payment formula based on metered potable water consumption which may not reflect the accurate volume of wastewater transmitted by Eatonville. The provider desires to change to a metered wastewater flows for billing purposes. The current and proposed agreement are attached for your consideration.

The purpose again was to have Town Council to review and discuss the potential impact on the Town of Eatonville these agreements may have moving forward.

**RECOMMENDATION:** Staff seeking direction and implementation of upcoming agreements for the Town of Eatonville.

**FISCAL & EFFICIENCY DATA:** There will be fiscal impact once agreements are updated and initiated. The council must also look to establish a rate adjustment on several of these items in order to improve level of services and operations.

AMENDMENT AND RENEWAL AGREEMENT

This Amendment and Renewal Agreement (the “Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Progressive Waste Solutions of FL, Inc. (the “Contractor”) and the Town of Eatonville, Florida (the “Town”).

RECITALS:

**WHEREAS**, the Town and Waste Services of Florida, Inc. entered into a Solid Waste and Recyclable Collection Service dated as of November 6, 2008 (the “Original Agreement”);

**WHEREAS**, on June 4, 2013 Waste Services of Florida, Inc. changed its name to Progressive Waste Solutions of FL, Inc.;

**WHEREAS**, on October 15, 2013, the Town and the Contractor entered into a six-month letter extension agreement whereby the termination of the Original Agreement was extended by six months to April 30, 2014 with all other terms and conditions of the Original Agreement remaining in effect (the “First Extension”);

**WHEREAS**, the Original Agreement together with the First Extension is hereby collectively referred to as the “Amended Agreement”;

**WHEREAS**, on February 28, 2014 the Town and the Contractor entered into another six-month letter extension agreement whereby the termination of the Amended Agreement was extended for an additional six months, terminating on October 31, 2014 (the “Second Extension”);

**WHEREAS**, the Amended Agreement together with the Second Extension is hereby collectively referred to as the “Agreement”; and

**WHEREAS**, the Contractor and the Town mutually desire to amend and renew the Agreement as further described herein.

AGREEMENT:

**NOW, THEREFORE**, and in consideration of the premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Terms of Agreement. Effective November 1, 2014, Section One of the Agreement is hereby deleted in its entirety and replaced as follows:

“The term of the Agreement shall be for a period of five (5) years, commencing on November 1, 2014 and terminating on October 31, 2019.



At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of five (5) years; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least 180 days prior to the expiration date of this Agreement or 180 days prior to any of the then applicable individual five year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement, or at the end of the subsequent five (5) year extension period, as applicable.”

2. Definitions and Interpretations. The following definitions are hereby added to Section Two of the Agreement:

- A. “Contract Year. Any one year period of time beginning on November 1 and ending the following October 31<sup>st</sup> during the term of this Agreement.”
- B. “Roll-Off. An open top dumpster with between twenty (20) and forty (40) cubic yards of capacity that is utilized by the Town or a Consumer for the collection of Solid Waste or Construction and Demolition Debris.”

3. Title to Waste. The second sentence of the seventh paragraph of the sub-section titled “Contracted Service” in Section Four of the Agreement is hereby deleted in its entirety and replaced as follows:

“All title to and liability for any Hazardous Waste and/or Special Waste shall not pass to the Contractor and shall remain with the Generator of such Hazardous Waste and/or Special Waste.”

4. Excess or Misplaced Garbage, Trash and Recyclables. The following is hereby added to the Agreement as paragraph 8 of the sub-section titled “Contracted Service” in Section Four of the Agreement:

“The Contractor shall only be responsible for collecting, hauling and recycling or disposing of Garbage, Trash and Recyclables placed inside the Containers and Recycling Containers provided by the Contractor. Garbage, Trash and Recyclables in excess of the Containers’ and/or Recycling Containers’ limits, or placed outside or adjacent to the Containers or Recycling Containers, will not be collected by the Contractor. However, such excess or misplaced Garbage, Trash and Recyclables may be collected on occasion and within reason due to holidays or other extraordinary circumstances as determined by the Contractor in its sole discretion. If the excess or misplaced Garbage, Trash and/or Recyclables continues, the Town shall require the Residential Premise to utilize an additional Container or Recycling Container so that

the excess or misplaced Garbage, Trash and/or Recyclables will be regularly contained. The Contractor shall be compensated for these additional services as provided for on the attached Rate Sheet, marked as Exhibit "A".

5. MLK Festival Clean-Up. The third paragraph of the sub-section titled "Additional Contracted Service" in Section Four of the Agreement is hereby deleted in its entirety and replaced as follows:

"Each Contract Year the Contractor will make a donation to the Town of \$5,000.00 (each, a "Donation") for the MLK festival as provided for in this paragraph. The Contractor shall provide the Town with a Roll-Off(s) for use at the MLK festival and shall deduct \$500.00 from a Donation for each haul of a Roll-Off provided by the Contractor for the MLK festival during such Contract Year. By the end of the month, following the month in which the MLK festival ends each Contract Year, the Contractor shall pay the Town the amount remaining in the Donation for such Contract Year.

Example:

Assume the MLK Festival ends in February 2015 and Contractor hauls 5 Roll-Offs for the Town during the MLK Festival.

$$\$5,000.00 - (\$500.00 \times 5) = \$2,500.00$$

The Contractor would pay the Town a \$2,500.00 donation by March 31, 2015."

6. Containers and Recycling Containers to New Residential Premises. The following is hereby added to the end of the fifth paragraph of the sub-section titled "Additional Contracted Service" in Section Four of the Agreement:

"Notwithstanding anything contained herein to the contrary, title to all Containers and Recycling Containers provided by the Contractor shall at all times remain the property of the Contractor."

7. Manner of Collection. The last sentence of the sixth paragraph of the sub-section titled "Additional Contracted Service" in Section Four of the Agreement is hereby deleted in its entirety.
8. Disaster Response Plan. The sixth paragraph of the sub-section titled "Services During and Following Emergency Conditions" of Section Four of the Agreement is hereby deleted in its entirety and replaced as follows:

“The Contractor shall develop and prepare a disaster preparedness and response plan, and shall provide the Town a copy of such plan upon the written request of the Town.”

9. Complaints. The first paragraph of the sub-section titled “Consumer Services” of Section Four of the Agreement is hereby amended by replacing “resolved” with “responded to” throughout the paragraph.
10. Service Changes for Public Welfare. Section Five of the Agreement is hereby amended by deleting the third sentence of the paragraph in its entirety.
11. Spills of Fluids. The sixth paragraph of Section Seven of the Agreement is hereby deleted in its entirety and replaced as follows:

“Vehicle crews shall immediately place absorbent material onto fluids that are spilled by the Contractor. The absorbent material shall be picked up and disposed of in a manner and facility approved by competent authority. The Contractor shall be responsible for paying all costs associated with the transportation and disposal of the absorbent used to clean up a spill that is caused by the Contractor.”

12. Payment for Services. The first paragraph of Section Twelve of the Agreement is hereby amended by adding the following to the end of the paragraph:

“The Town shall be responsible for billing, collecting and remitting any and all sales, use and service taxes due or payable in connection with the services provided hereunder by Contractor to Consumers.”

13. Rate Adjustments. The second through the sixth paragraph of Section Twelve of the Agreement and the “Consumer Price Index and Fuel Index Price Chart(s)” contained on page 23 of the Agreement are hereby deleted in their entirety and replaced as follows:

“CPI-U Adjustment. Beginning November 1, 2015 and on each November 1 of this Agreement thereafter, the Contractor shall have the right, in its sole discretion and upon giving prior notice to the Town, to increase the rates set forth on the attached Exhibit “A” (the “Initial Rates”), as adjusted under this Section 12, in accordance with the CPI-U. As used herein, “CPI-U” shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor’s Bureau of Labor Statistics (the “Bureau”). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 12. The amount of the increase under this Section 12 shall be equal to the

percentage that the CPI-U has increased over the previous twelve (12) month period.

Fuel Adjustment. Beginning November 1, 2015 and on each November 1 of this Agreement thereafter, the Contractor shall have the right, in its sole discretion and upon giving prior notice to the Town, to increase the Initial Rates, as adjusted pursuant to this Section 12, in accordance with the FID. As used herein, "FID" shall mean the U.S. On-Highway Diesel Fuel Price for the Lower Atlantic (PADD 1C) published by the Department of Energy (the "Department") and found at <http://www.eia.gov/petroleum/gasdiesel/> (or any successor website). The FID used will be the FID published by the Department during the first week of October immediately preceding the adjustment under this Section 12. The amount of the increase under this Section 12 shall be equal to the percentage that the FID has increased over the previous twelve (12) month period.

Example:

*Assume the FID for the first week of October in 2014 was \$3.72 per gallon and that the FID for the first week of October in 2015 was \$3.87 per gallon.*

$$(3.87 - 3.72) = .15 / 3.72 = 4\%$$

The fuel adjustment beginning on November 1, 2015 would be a 4% increase to all the rates contained on the rate sheet marked as Exhibit "A", attached hereto."

14. Failure to Perform. The second through the ninth paragraphs (ninth paragraph titled "TOWN Repair of Damage") of Section Thirteen of the Agreement (including the chart located between paragraphs six and seven) of the Agreement are hereby deleted in their entirety and replaced as follows:

"Administrative Charges. The following is an inclusive list of all Administrative Charges that may be assessed against the Contractor for the failing to perform in accordance with this Agreement:

- Failure of Contractor to comply with the hours of operation of 6:00 a.m. to 8:00 p.m. and such failure continues or persists for 24 hours or more after receipt of written notice from the Town by Contractor
  - Administrative Charge - \$100.00 per occurrence, per day
- Failure of Contractor to provide or exchange a Bin, Container or Recycling Container to a Consumer within 72 hours of receipt of

notice from Town to provide/exchange such Bin, Container or Recycling Container

- Administrative Charge - \$50.00 per occurrence, per day
- Changing routes or route order by Contractor without proper notification to the Town
  - Administrative Charge - \$100.00 per occurrence, per day
- Failure or neglect of Contractor to complete each route on the regularly scheduled collection day (defined as failing to collect from at least 80% of the Consumers on the route)
  - Administrative Charge - \$250.00 per incomplete route, per day
- Failure or neglect of Contractor to respond to issues within the twenty-four hours of receipt of written notice from Town of such issue
  - Administrative Charge - \$50.00 per occurrence, per day
- Failure of Contractor to clean up spillage caused by Contractor within twenty-four hours of receipt of notice from Town of such spillage
  - Administrative Charge - \$50.00 per occurrence, per day
- Failure of Contractor to maintain office hours of 8:00 a.m. through 5:00 p.m. and such failure continues or persists for 24 hours or more after receipt of written notice from the Town by Contractor
  - Administrative Charge - \$100.00 per occurrence, per day”

15. Interim Collection Services. The last paragraph of Section Thirteen of the Agreement of the Agreement is hereby deleted in its entirety and replaced as follows:

“Except for Uncontrollable Forces, as provided for in Section Four hereof, the failure of Contractor to provide collection service for a period of five consecutive working days, the Town may secure the Contractor’s collection records (at the request of the Town) on the sixth working day in order to provide interim contract collection services until such time as the matter is resolved and the Contractor is able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty working days, all liability of the Town under this Agreement to the Contractor, except for payment for services rendered, shall cease and this Agreement may be deemed immediately terminated by the Town. The Contractor shall not be responsible for any cost associated with alternative collection by the Town where Contractor’s failure is due to an Uncontrollable Force.”

16. Indemnification. Section 15 of the Agreement is hereby deleted in its entirety and replaced as follows:

“To the extent covered by applicable insurance, the Contractor shall defend, indemnify, and hold harmless the Town, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney’s fees) caused by a negligent or willful act or omission of the Contractor, its subcontractors, or their respective officers or employees in their performance of this Agreement. However, the Contractor shall not be liable for any claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney’s fees) caused by a negligent or willful act or omission of the Town, its agents, directors, employees, officers and servants.”

17. Right to Require Performance. Section Sixteen of the Agreement is hereby deleted in its entirety and replaced as follows:

“The failure by either party at any time to require performance of any provisions hereunder shall no way affect the right of such party to thereafter enforce the same. Nor shall waiver by either party of any breach of any provisions hereunder be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.”

18. Severability. The first paragraph of Section Twenty of the Agreement is hereby deleted in its entirety and replaced as follows:

“Should any material word, sentence, phrase, or other provision of these sections of the Agreement be stricken by a court of competent jurisdiction, or the occurrence of any court rendering any material provision of the Agreement void, the parties shall renegotiate that portion of the Agreement that has been stricken in order to implement mutually acceptable replacement language consistent with the ruling of the Court. Should the Contractor and Town not be able to agree to a resolution, prior to the effective date of any such termination, the matter shall be presented to the Town Council pursuant to Section 28 hereof, for further attempt at resolution.”

19. Assignment and Subletting. Section Twenty-One of the Agreement is hereby amended by adding the following to the end of the first sentence:

“provided, however, the Contractor may assign this Agreement to any direct or indirect affiliate or subsidiary of the Contractor or to any person or entity succeeding to all or substantially all of the Contractor’s assets

(whether by operation of law, merger, consolidation or otherwise) without the prior written consent of the Town.”

20. Notices. Section Thirty of the Agreement is hereby amended by adding the following to the Contractor Notice provision:

“With a Copy to: IESI Corporation  
2301 Eagle Parkway, Suite 200  
Fort Worth, TX 76177  
Attn: Legal”

21. Exhibit “A”. The Town of Eatonville Commercial and Residential Collection Rate sheet attached to the Agreement as Exhibits “1a, 2a and 2b” is hereby deleted in its entirety and replaced with the attached Town of Eatonville Rate Sheet marked as Exhibit “A”.

22. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement, as amended by this Amendment.

23. Entire Agreement. The Agreement together with this Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof.

24. Counterparts: Facsimile Signatures. The Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Amendment between the parties hereto, and it shall not be necessary for the proof of this Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

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

**TOWN OF EATONVILLE, FL**

**PROGRESSIVE WASTE  
SOLUTIONS OF FL, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Dean DiValerio, Vice President

**WHOLESALE SEWER SERVICE AGREEMENT BETWEEN  
THE CITY OF ALTAMONTE SPRINGS AND THE TOWN OF EATONVILLE**

**THIS WHOLESALE SEWER SERVICE AGREEMENT** (the “**Agreement**”), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF ALTAMONTE SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as “**Altamonte**” and the **TOWN OF EATONVILLE**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as “**Eatonville**”. Altamonte and Eatonville may sometimes be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, Altamonte operates and maintains the “Altamonte System,” as defined herein, comprised of wastewater collection, transmission, treatment, and disposal facilities which include, but are not limited to pipes, lift stations, pumps, force mains, and all other appurtenant equipment and facilities used by Altamonte to transmit wastewater to the headworks of the Altamonte Springs Regional Water Reclamation Facility and to treat and dispose of wastewater through the treatment processes at the Altamonte Springs Regional Water Reclamation Facility, located in Seminole County, Florida; and

**WHEREAS**, Eatonville operates and maintains the “Eatonville System,” as defined herein, comprised of wastewater collection and transmission facilities which include, but are not limited to, pipes, lift stations, pumps, force mains, meters, and all other appurtenant equipment and facilities used by Eatonville to collect and transmit wastewater from certain users of the Eatonville System to the Altamonte System under existing agreements between the Parties; and



**WHEREAS**, the Parties have previously entered into an agreement for wholesale sewer treatment and disposal services, which agreements include, without limitation, the January 7, 1982 and the February 24, 1999 Amendment (collectively, the Prior Agreements).

**WHEREAS**, the existing aforesaid agreements for wholesale sewer treatment and disposal service rely on a monthly payment formula for Altamonte's treatment and disposal of wastewater based upon metered potable water consumption for individual Eatonville customers that may not accurately reflect the volume of wastewater transmitted by Eatonville to the Altamonte Springs Regional Water Reclamation Facility for treatment and disposal services; and

**WHEREAS**, the parties previously agreed to a monthly fixed volume of billing of 252,893 gallons per day (gpd) which has been the basis for billing since approximately the year 2000; and

**WHEREAS**, Eatonville completed in September 2020 improvements to the master wastewater lift station on Park Place that included metering of actual wastewater flows from that lift station; and

**WHEREAS**, Eatonville represents that all existing wastewater flows transmitted to Altamonte Springs system are pumped or repumped from the Park Place master lift station, a private lift station at the northeast corner of Keller Road and Kennedy Boulevard, and other known (and unknown) private lift stations which contribute flow to the Altamonte System; and

**WHEREAS**, Eatonville conveys their wastewater flows through a force main owned and operated by Eatonville that terminates at a manhole at the corner of McNorton Road and Keller at which point the flow enters the Altamonte Springs system; and

**WHEREAS**, Altamonte Springs desires to rely on metered wastewater flows for billing purposes wherever and whenever possible to more accurately reflect wastewater flows transmitted to Altamonte Springs system; and

**WHEREAS**, Eatonville has approved for construction new development that will send

additional wastewater flows to the Altamonte Springs system that may exceed the current baseline billing flow of 252,893 gpd and Altamonte Springs desires to be compensated for the extra flows; and

**WHEREAS**, Eatonville agrees not to exceed the a total wastewater flow to the Altamonte System of 500,000 gpd, and in the event flows do exceed 500,000 gpd, Altamonte Springs will be compensated an additional fifty percent (50%) surcharge for the extra flows; and

**WHEREAS**, it is the desire and intent of the Parties to void the aforesaid agreements in their entirety and to: (i) consolidate, supersede, and replace all previous agreements to include, without limitation, the Prior Agreements dated January 7, 1982 and February 24, 1999, with this Agreement; (ii) harmonize wholesale sewer treatment and disposal service business practices under a unified agreement (iii) provide for expanded sewer service to Eatonville through the Altamonte System to accommodate new development and redevelopment of Eatonville projects; (iv) more accurately measure Eatonville's wastewater flows transmitted for treatment and disposal services to Altamonte; and (vi) accomplish the mutual goals and needs of the Parties for continued wastewater treatment and disposal services through the Altamonte System; and

**WHEREAS**, Eatonville desires to use the Altamonte System on a wholesale basis for the treatment and disposal of the wastewater collected by Eatonville to serve its existing and future customers within specific areas, said specific areas being a portion of Eatonville's wastewater utility service area, which are depicted in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Eatonville Wholesale Sewer Service Area**"); and

**WHEREAS**, Altamonte agrees to treat and dispose of the wastewater flows from the Eatonville Wholesale Sewer Service Area for Eatonville's present and future needs, for the consideration hereafter set forth and according to the terms and conditions hereafter set forth;

**NOW THEREFORE**, in consideration of the premises and the mutual covenants, agreements, and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1.0 INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.

**2.0 DEFINITIONS.** The Parties agree that in constructing this Agreement, the following words, phases, and terms shall have the following meaning unless the context clearly indicates otherwise:

**2.1 “Agreement”** – This Wholesale Sewer Service Agreement between Altamonte and Eatonville for wastewater treatment and disposal as it may from time to time be modified by written amendment executed by the Parties.

**2.2 “Altamonte Springs Regional Water Reclamation Facility”** - Treatment and disposal facilities used by Altamonte to treat wastewater and detain, transmit, and dispose of said treated wastewater in accordance with applicable regulatory requirements.

**2.3 “Altamonte System”** - The wastewater collection, transmission, treatment, and disposal facilities owned, operated and maintained by Altamonte to accept, treat, and transmit Eatonville’s wastewater flows from the Connection Point in accordance with the terms and conditions of this Agreement.

**2.4 “Annual Average Daily Flow (AADF)”** – Shall be calculated as the total wastewater flow delivered by Eatonville at the Connection Point for treatment and disposal during the Annual Payment Period divided by 365 days.

**2.5 “Annual Payment Period”** – The Annual Payment Period shall begin on October 1 of each calendar year and end on September 30 of the next following calendar year.

**2.6 “Change or Expanded Use”** - Any substantial modification to any user’s building from the approved Development Plan that increases the building square footage or results in a change in the ERU classification as defined by the Altamonte Code of Ordinances (e.g., from retail to restaurant use; from commercial to a school facility use; from single family

residence to commercial use; etc.). In the case of an increase of a commercial building square footage or change in the ERU classification, Altamonte shall evaluate the proposed change to determine whether additional Connection Fees shall be due as a result of such Change or Expanded Use.

**2.7 “Connection Fees”** – Impact fees and charges established by the Altamonte Code of Ordinance and collected by Altamonte as described by this Agreement to purchase wastewater service capacity for new utility connections or expanded utility services as a result of a Change or Expanded Use.

**2.8 “Connection Point”** – The location where the Eatonville Transmission Facilities connect to the Altamonte System. The Connection Point is shown on **Exhibit “C”** - **Transmission Facilities Plan.**

**2.9 “Development Plans”** – The engineering and/or architectural drawings, engineering reports, and other supporting documents prepared by a developer’s consultant for the purposes of site/building development.

**2.10 “Effective Date”** - The Effective Date of this Agreement shall be the last date that this Agreement is executed by either of the Parties hereto.

**2.11 “Emergency Condition”** means a condition that necessitates an expeditious delivery of wastewater to prevent or combat imminent peril to the public health, safety, or welfare and may include a natural disaster or other “Force Majeure” event.

**2.12 “ERU”** – An equivalent residential unit as established by the terms and definitions of the Altamonte Code of Ordinances.

**2.13 “Existing Customer Base”** - Those existing users presently connected to the Eatonville System within the Eatonville Wholesale Sewer Service Area and transmitting flows to the Altamonte System as of the date of this Agreement, and those existing users

presently connected to Eatonville's existing central sewer system within the Eatonville Wholesale Sewer Service Area as identified on **Exhibit "A"**.

**2.14 "Eatonville System"** – The wastewater collection and transmission facilities which include, but are not limited to pipes, lift stations, pumps, force mains, meters, and all other appurtenant equipment and facilities used by Eatonville to collect and transmit wastewater from certain users of Eatonville's wastewater system to the Altamonte System in accordance with the terms and conditions of this Agreement.

**2.15 "Eatonville Transmission Facilities"** – The wastewater transmission pipes, and other facilities and appurtenances, constructed by Eatonville individually or in partnership with others, used to transmit wastewater flows to the Altamonte System at the specified Connection Point. The Eatonville Transmission Facilities currently include, but are not limited to, the force main on Keller Road. Collectively, these key wastewater transmission pipe conveyances transmit wastewater flows to the Altamonte System. It is understood that Eatonville shall own, operate, and maintain the Eatonville Transmission Facilities to its Connection Point at the Altamonte System in accordance with the terms and conditions of Agreement. The Eatonville Transmission Facilities shall be shown on **Exhibit "C" - Transmission Facilities Plan**.

**2.16 "Estimated Flows"** – Eatonville has (at least) two private lift stations connected to their system for which there is no meter. These are the private lift station at the northeast corner of Keller Road and Kennedy Boulevard and a small private lift station from a business located on Kennedy Boulevard. Eatonville will review the potable water consumption history for these properties and will determine the estimated flow based on 100% of the highest three consecutive months in the prior twelve months. Periodically, or upon request from Altamonte Springs, Eatonville will redetermine the estimated flows based on the formula above. If either Altamonte or Eatonville discovers additional private lift stations contributing unmetered flow to the Eatonville transmission system, the same methodology will be used to incorporate that flow into the estimated flow calculations.

**2.17 "Meter Locations"** – The locations of the master metering devices and

equipment used for measuring Eatonville wastewater flows to the Altamonte System. The Meter Locations shall be shown on **Exhibit “C” - Transmission Facilities Plan** and shall collectively be used for the purpose of monitoring wastewater flows delivered to the Altamonte System for treatment and disposal, calculating the Monthly Minimum based on an Annual Average Daily Flow (AADF), and the payment of monthly Treatment Charges.

**2.18 “Metered Flows”** – The metered flows for Eatonville are the sum of the Park Place Master Lift Station and the new development lift station meters (currently identified as Lake Weston Apartments and Enclave at Lake Shadow Apartments). Eatonville will require any new development that requires a lift station to install a mag meter which will then be added to the metered flows listed above.

**2.19 “Monthly Minimum”** – The minimum amount of wastewater Eatonville must compensate Altamonte for on a monthly basis during the Annual Payment Period, and each year thereafter, regardless of whether Eatonville can verify the actual or not, the quantity of wastewater delivered to Altamonte for treatment and disposal during any given said monthly payment period, except as otherwise provided in this Agreement. Eatonville’s initial Monthly Minimum under this Agreement shall be based on an Annual Average Daily Flow (AADF) of 252,938 gallons per day.

**2.20 New User Connections.** Any connection by a new user not presently connected to the Eatonville System within the Eatonville Wholesale Sewer Service Area or not presently transmitting flows to the Altamonte System as of the date of this Agreement. However, New User Connections shall not include Eatonville’s existing users presently connected to Eatonville’s existing central sewer.

**2.21 “Transmission Facilities Plan”** - The plan used to depict the established Connection Point, master metering devices and equipment locations, odor control equipment and location (if required), and other such appurtenances as necessary to transmit wastewater flows from the Eatonville System to the Altamonte System and as required under this Agreement, and as identified on **Exhibit “C”** attached hereto and incorporated herein by reference (the **“Transmission Facilities Plan”**). In the event that the Eatonville

Transmission Facilities are altered to include or remove additional metering devices, odor control equipment and other such appurtenances necessary to transmit wastewater flows to the Altamonte System, Eatonville shall amend the Transmission Facilities Plan to depict such changes and shall submit the amended Transmission Facilities Plan to Altamonte for review and approval. Any subsequent revisions thereto, as approved by said Parties, shall be evidenced and implemented by an amendment to **Exhibit “C”** – **Transmission Facilities Plan**, signed by the City Managers of the Parties.

**2.22 “Treatment Charges”** – Rates and charges for similar wholesale sewer bulk users established by Altamonte Code of Ordinances for the payment of treatment and disposal of wastewater flows transmitted from the Eatonville System to the Altamonte System. In no event shall the Treatment Charges to Eatonville be higher than the lowest rates and charges Altamonte charges to any similar wholesale sewer bulk user.

**2.23 “Eatonville Wholesale Sewer Service Area”** – The land area served by the Altamonte System on a wholesale basis for the treatment and disposal of the wastewater collected by Eatonville to serve its existing and future customers and referenced herein as **Exhibit “A”** – Eatonville Wholesale Sewer Service Area.

**3.0 PURPOSE.** Subject to the terms and conditions hereinafter set forth, Altamonte shall provide to Eatonville, and Eatonville shall purchase and receive from Altamonte, wastewater treatment and disposal services for wastewater flows from Existing Customer Base within the Eatonville Wholesale Sewer Service Area as set forth herein. In addition, it is mutually acknowledged by both Parties that the intent of this Agreement is for Altamonte to provide wholesale sewer service to Eatonville in order to serve Eatonville’s future users and accommodate redevelopment within the Eatonville Wholesale Sewer Service Area.

#### **4.0 CAPACITY.**

**4.1 Existing Customer Base Wastewater Capacity.** Upon execution of this Agreement by both Parties, Altamonte agrees to continue to accept and treat wastewater flows generated by the Existing Customer Base within the Eatonville Wholesale Sewer

Service Area.

**4.2 Capacity Reservation Restrictions.** Altamonte shall not permit or, to the extent legally possible, allow capacity reservations or connections in excess of the total capacity of the Altamonte System, as from time to time may be authorized and permitted by those regulatory agencies having jurisdiction thereof. Notwithstanding, Altamonte agrees to accept wastewater flows from the Eatonville Wholesale Sewer Service Area up to 500,000 Gallons per Day as capacity is available in the Altamonte System. Except as otherwise provided below, Altamonte reserves the absolute right to reserve capacity in the Altamonte System so as to be able at all times to provide wastewater treatment service to property within Altamonte. The amount of presently unreserved capacity as Altamonte might elect to reserve for itself or others shall be at the sole discretion of Altamonte. However, Altamonte's reservation of capacity for itself or others shall not be taken from capacity allocated to Eatonville users identified by Parties as: (i) an existing customer within its Existing Customer Base having made connection to the Eatonville System in accordance with this Agreement; (ii) a subsequent approved New User Connection; or, iii) subsequent approved Change or Expanded Use.

**4.3 Wholesale Sewer Service Area Expansion.** Eatonville requests and Altamonte agrees to treat and dispose of wastewater collected by Eatonville which is generated in the Eatonville Wholesale Sewer Service Area over and above the Existing Customer Base for New User Connections or Change or Expanded Use, as capacity is available. The Eatonville Wholesale Sewer Service Area may be adjusted from time to time as mutually agreed upon by the Parties as evidenced and implemented by an amendment to **Exhibit "A"** – Eatonville Wholesale Sewer Service Area, signed by the City Managers of the Parties. In the event Altamonte's capacity is exhausted and Altamonte cannot accept additional wastewater flows above the Existing Customer Base for New User Connections or Change or Expanded Use, Eatonville may obtain other wastewater disposal services from another provider or may take appropriate action to supply itself with additional wastewater treatment and disposal services for the capacity above what is being sent to the Altamonte System for treatment and disposal. If mutually beneficial and agreed to by the Parties, Eatonville may participate in the expansion of the Altamonte System for additional permitted



capacity.

**4.4 Transfer of Capacity.** Eatonville's capacity, and any additional capacity granted hereunder shall not be sold, sublet, transferred, assigned or hypothecated by Eatonville, in whole or in part, except in accordance with this Agreement. However, this does not prevent Eatonville from providing wastewater services to Eatonville's retail utility customers using said allocated capacity. In all events and under all circumstances, Altamonte shall have the right to approve or deny approval of any sale, assignment, subletting, transference, or hypothecation of Eatonville's capacity notwithstanding any language, either previous or subsequent hereto (contained within this Agreement).

## **5.0 EATONVILLE SYSTEM.**

**5.1 Operation and Maintenance.** Eatonville shall, at its cost and expense, operate and maintain the Eatonville System as necessary to properly transmit and measure its wastewater flows from the Eatonville Wholesale Sewer Service Area to the designated Connection Point in accordance herewith and with the rules and regulations of the governmental agencies having jurisdictional authority thereof. Eatonville shall pay all costs associated with any required modifications to the Eatonville Transmission Facilities to implement continuous flow measuring required under this Agreement. Eatonville will operate and maintain the Eatonville Transmission Facilities so as to provide proper design and operation in conjunction with the operation of the Altamonte System. Except where otherwise provided herein, Altamonte shall have the right to inspect all of the Eatonville Transmission Facilities, and any related appurtenances and connections thereto, at all reasonable times and at any time in the event of an emergency.

**5.2 Transmission Facilities Modifications for Flow Measuring Plan Approval.** Eatonville has initiated and will continue to implement changes to the Eatonville System for the transmission of wastewater flows to the Altamonte System for treatment and disposal in accordance with this Agreement. The flow measuring devices and equipment required by this Agreement shall be installed at the locations depicted on the Transmission Facilities Plan. The flow measuring devices, all appurtenant items and any modifications

thereto shall be submitted to Altamonte for review, and Altamonte's written approval shall be required as a condition precedent to said modifications being constructed and implemented. Such approval by Altamonte may be taken by Eatonville as assurance that the modifications to Eatonville's Transmission Facilities shown on the Transmission Facilities Plan meet Altamonte's requirements.

**5.3 Eatonville System Upgrades.** Alterations, additions to transmission equipment, or transmission system upgrades (e.g., air release valves, pump upgrades, force mains) to the Eatonville System, which enable or facilitate subsequent New User Connections, a Change or Expanded Use, and wastewater flows to the Altamonte System, may be required. Eatonville shall monitor the Eatonville System, including flows through the Eatonville Transmission Facilities, to determine the cumulative effect of capacity above the Existing Customer Base, and any subsequent additional capacity approved by Altamonte under this Agreement. This monitoring shall enable Eatonville to plan for and provide alterations, additions to equipment, or system upgrades required to the Eatonville System in order to accommodate any additional future capacity not already approved by Altamonte.

## **6.0 EXISTING EATONVILLE USERS AND WASTEWATER FLOWS.**

**6.1 Existing Customer Base.** Altamonte agrees to accept for treatment and disposal the wastewater flows generated by those properties as currently developed and presently connected to Eatonville's existing central sewer system as of the date of this Agreement and as identified on **Exhibit "B"** - Existing Customer Base. With the exception of a Change or Expanded Use in accordance with Section 7 – CONNECTION FEES, below, Eatonville's existing users within the Existing Customer Base shall not be subject to Connection Fees imposed by Altamonte as a result of this Agreement. However, Eatonville shall be responsible for all Treatment Charges for such existing user's wastewater flows transmitted to the Altamonte System.

**6.2 Monthly Billing.** Altamonte Springs will invoice Eatonville monthly the greater of the Monthly Minimum or the sum of the Metered and Estimated Flows.

**7.0 CONNECTION FEES.** Eatonville shall pay to Altamonte a Connection Fee for any and all new user connections not presently connected to Eatonville's System and identified in the Existing Customer Base regardless of Eatonville's metered wastewater flows, if such new users'

wastewater flows are serviced by Altamonte. Existing users within the Existing Customer Base shall also be subject to the payment of Connection Fees for a Change or Expanded Use in accordance with this Agreement. Connection Fees for any New User Connections, and any existing user connections subject to a Change or Expanded Use, shall be calculated on an ERU basis for the user “classification” as may be applicable, at the wholesale rate for wastewater connections. The wholesale rate for wastewater connections is currently based on the “wastewater treatment facility connection” charge for customers outside Altamonte’s city limits. The user “classification” and “wastewater treatment facility connection” charge shall be as defined by Chapter 26 of the Altamonte Code of Ordinances and as in effect at the time service is provided by Altamonte. Notice of any rate, charge, or fee for services under this Agreement shall be provided by Altamonte in accordance with Florida Statute 180.136, as amended and revised. Connection Fee calculations, approvals, payment processing, and the tracking of the new user connections are provided in Sections 7.1-7.4 below.

**7.1 New User Connections.** The request for service for New User Connections shall be initiated by Eatonville’s completion and submittal of a new service request application from Eatonville requesting that wastewater capacity be provided for the new connection. An example of the new service request form is depicted by **Exhibit D** attached hereto and referenced herein (the “**New Service Request Application**”); however, the New Service Request Application form may be updated from time to time by Altamonte without an amendment to this Agreement. The New Service Request Application must be accompanied by all appropriate materials (e.g., Development Plans, FDEP permit applications, etc.) as applicable, and as requested by Altamonte, for processing by Altamonte.

**7.2 Change or Expanded Use.** When a user classification changes or an expanded use occurs so as to increase the number of ERUs due, in accordance with Chapter 26 of the Altamonte Code of Ordinances, over the number of ERUs connected for an existing user, the user shall be allowed a credit against the “wastewater treatment facility connection” charges. The request for a Change or Expanded Use shall be initiated by Eatonville’s completion and submittal of a Change or Expanded Use application from Eatonville requesting that additional wastewater capacity be provided for Change or Expanded Use.

An example of the Change or Expanded Use application is depicted by **Exhibit “E”** attached hereto and incorporated herein (the “**Change or Expanded Use Application**”); however, the Change or Expanded Use Application form may be updated from time to time by Altamonte without an amendment to this Agreement. The additional Connection Fee resulting from the Change or Expanded Use shall be due and payable prior to Altamonte’s execution of the FDEP permit applications and prior to Eatonville’s issuance of any building permits or approvals effecting the Change or Expanded Use.

**7.3 Connection Fee Calculations and Payment.** The Connection Fees calculated for new connections under Section 7.1 – New User Connections, above, or for a Change or Expanded Use under Section 7.2 – Change or Expanded Use, above, shall be based on the ERU classifications provided for in Chapter 26 of the Altamonte Code of Ordinances. Altamonte will compute the charges for the Connection Fees due and provide a written Connection Fee estimate for Eatonville’s use and reliance. Since these Connection Fee user “classifications” and “wastewater treatment facility connection” charges may be adjusted from time to time by Altamonte upon adoption by the City Commission of Altamonte, the Connection Fee estimate shall be valid for a ninety (90) day period, unless otherwise noted by Altamonte. Connection Fees shall be due and payable prior to Altamonte’s execution of the FDEP permit applications and prior to Eatonville’s issuance of any site construction permit for utility work, building construction permit, interior alteration permit, or any other permit to the site or building relating to the connection or change in building use. Eatonville agrees to pay such Connection Fees as adjusted together with any other fees, charges, surcharges, assessments, or other charges of whatever nature incident to connection or use of the Altamonte System as approved by Altamonte Code of Ordinance.

**7.4 Additional Capacity Tracking.** Additional capacity for new users or for existing users under a Change or Expanded Use shall be tracked by Altamonte on an ERU basis. Eatonville’s payment of the applicable Connection Fees, and Altamonte’s acceptance of said Connection Fees, shall serve as Altamonte’s approval and reservation of capacity sufficient to meet the proposed use per the established ERU basis.

**8.0 TREATMENT CHARGES.** The service to be performed by Altamonte under this Agreement consists of Altamonte's readiness to provide wastewater capacity in accordance with the conditions, limitations, and provisions of this Agreement. In return for such service, Eatonville agrees to compensate Altamonte by payment of certain minimum annual sums of money (defined as the "Monthly Minimum" or the total of the Estimated Flows plus the Metered Flows, whichever is greater), for each of which said sums Altamonte agrees to treat and dispose of all, or so much thereof as Eatonville may desire, of a certain corresponding volume of capacity, as follows:

(a) For all wastewater flows delivered to the Altamonte System for treatment and disposal, Eatonville shall pay the Treatment Charges in accordance with the rates and rate structures provided for in Altamonte Code of Ordinances as it may be amended from time to time, at the discretion of the City Commission of Altamonte. Treatment Charges shall always be set in accordance with applicable law, be just and equitable, and be uniformly applied to users of the same class, and Eatonville shall be charged similarly with all other customers of the same class. All Treatment Charges must be paid monthly within thirty (30) days after the amount thereof has been calculated pursuant to Section 11.0 - WASTEWATER FLOW MEASURING, below, but shall not be less than the Monthly Minimum for the established Annual Payment Period except where otherwise provided by this Agreement.

(b) Eatonville shall compensate Altamonte for monthly Treatment Charges for an initial Monthly Minimum based on an initial Annual Average Daily Flow (AADF) of 252,938 gallons per day of wastewater, regardless of whether said quantity is actually delivered by Eatonville for treatment and disposal at the Connection Point. Any measured wastewater delivered in excess of the amount allowed for the Monthly Minimum will be charged as described in Section 8.0(a) of this Agreement.

(c) Eatonville shall compensate Altamonte the rate described in Section 8.0 (a) above, plus a 50% surcharge, for flows in excess of 500,000 gallons per day of wastewater.

## **9.0 PAYMENT COVENANTS.**

**9.1 Connection Fees.** Eatonville shall be solely responsible for the collection of the connection and impact fees it charges each residential unit or business being served by the Eatonville System, and the failure of Eatonville to collect said fees and charges shall not relieve Eatonville from paying to Altamonte the Connection Fee amounts required by this Agreement.

**9.2 Treatment Charges.** Eatonville shall be solely responsible for the maintenance and operation of the Eatonville System and the collection of fees, rates, rentals and other charges for the use of the products, services, and facilities of Eatonville System.

**9.3 Payment Required.** Payment to Altamonte for monthly Treatment Charges shall be submitted and paid by Eatonville monthly in accordance with Section 11.0 - WASTEWATER FLOW MEASURING, below. If any monthly payment for wastewater treatment remains unpaid on and after twenty-eight (28) days from the date for such wastewater payment is due, a penalty of ten percent (10%) of the total amount due shall be imposed and be added to the amount due. If the payment due remains unpaid for a period of thirty-five (35) days from the date of the payment due date, Altamonte shall have the ability to seek remedies under Section 19.0 – REMEDIES UPON DEFAULT, below.

## **10.0 LIMITATION OF SOURCE AND QUALITY.**

**10.1 Limitation of Source by Wholesale Sewer Service Area.** Eatonville acknowledges and agrees that this Agreement pertains only to wastewater generated and originating entirely within the Eatonville Wholesale Sewer Service Area. Eatonville expressly agrees that it will not deliver to the Altamonte System, either directly or indirectly, any wastewater other than that generated by and originating from users or developers which are retail customers of Eatonville from sources located within the Eatonville Wholesale Sewer Service Area unless expressly authorized by a written amendment hereto. In the event Eatonville desires to provide wastewater disposal service to any area lying outside the Eatonville Wholesale Sewer Service Area, Eatonville agrees to apply to the appropriate

governmental authorities for permission to serve such additional area, if required, and to make written request to Altamonte to permit Eatonville to transmit wastewater from said additional area to Altamonte under the terms and conditions of this Agreement. Eatonville shall not transmit wastewater from such additional area to the Altamonte System unless and until Altamonte, by an amendment hereto, agrees thereto; provided, however, that in no event shall Altamonte be required to accept wastewater, directly or indirectly, from any additional areas nor shall Altamonte be required to accept wastewater, directly or indirectly, from any utility company or wholesaler other than Eatonville. Nothing herein shall require Eatonville to utilize Altamonte to treat and dispose of wastewater collected by Eatonville for properties and customers outside of the Eatonville Wholesale Sewer Service Area or prevent Eatonville from providing through its own facilities and forces or third parties wastewater services to properties and customers outside of the Eatonville Wholesale Sewer Service Area. The definition of Eatonville Wholesale Sewer Service Area used in this Agreement shall not redefine or restrict Eatonville's wastewater service territory or boundaries or adjustments thereto.

**10.2 Wastewater Quality.** The FDEP currently categorizes wastewater facilities as either domestic or industrial based on the type of wastewater the facility handles. The wastewater to be delivered to the Altamonte System shall meet the qualitative parameters of domestic wastewater as set forth by the permitting standards of the FDEP, as modified by Section 10.2 (ii) – Industrial Wastewater, below, and the Parties shall adopt and, as shall be necessary from time to time, revise, and enforce, appropriate rules and regulations governing discharges into the Altamonte System.

**i. Domestic Wastewater.** Domestic wastewater shall be as categorized by the FDEP for permitting, as amended from time to time. Domestic wastewater is wastewater from dwellings, businesses, buildings, institutions, and the like. All wastewater that is not defined as domestic wastewater is considered industrial wastewater.

**ii. Industrial Wastewater.** The FDEP categorizes all non-domestic wastewater as industrial wastewater. Sources of industrial wastewater include large and small facilities and activities such as manufacturing, commercial businesses,

mining, agricultural production and processing, and wastewater discharge from cleanup of petroleum and chemical contaminates sites. The effect of industrial wastewater upon sewers, and upon the Altamonte System and its wastewater treatment process, is such that careful and special consideration be made of each connection discharging industrial waste. This is a matter of importance to both Parties. It is understood and agreed that Eatonville shall be responsible for pursuing enforcement of rules regarding industrial wastewater in the Eatonville System. Eatonville agrees that it will authorize discharge of industrial wastewater into the Eatonville System only with specific approval of Altamonte of each individual source. Such approvals shall not be unreasonably withheld, and shall be upon the terms and conditions as Altamonte may prescribe from time to time, which terms and conditions shall be no more restrictive than the terms and conditions placed upon industrial users discharged within the City of Altamonte. Altamonte shall not be required to approve any discharge of industrial wastewater prior to the filing by the applicant industry or commercial enterprise of an FDEP application, a copy of which shall be forwarded to Altamonte for review and approval. The application shall contain the following information:

- (a) Name and address of applicant;
- (b) Type of industry, business activity or other waste creative process;
- (c) Quantity of wastewater to be discharged;
- (d) Typical analysis of wastewater;
- (e) Type of pretreatment proposed; and
- (f) Such other information as Altamonte may from time to time request by written notice.

The Altamonte Director of Public Works, or designee, shall act on such



request to allow industrial wastewater from a Eatonville user within twenty (20) days after receipt of all information required by this Agreement.

iii. **Monitoring Wastewater Strength** - Eatonville shall provide to Altamonte access to a sampling manhole or location at or near the point of discharge to the Altamonte System for the purpose of conducting wastewater sampling. Altamonte will sample Eatonville's wastewater and use the results to determine the strength of the wastewater.

iv. **Testing for Prohibited Wastes** - Eatonville shall provide to Altamonte on a yearly basis, an analysis of its wastewater being discharged to the Altamonte System. This analysis shall identify the concentrations of discharges of prohibited wastes and shall be performed by a qualified laboratory approved in writing in advance by Altamonte. At Altamonte's discretion, if Eatonville exceeds the maximum contamination levels of prohibited wastes, or if so required by other regulatory authority, the frequency of these analyses may be increased.

v. **Odor Control** - Eatonville shall be responsible for reasonably controlling, at Eatonville's expense, the emission of odors and/or deterioration of manholes and gravity sewer pipes caused by the wastewater flows transmitted from the Eatonville System. Should excessive deterioration of manholes and gravity sewer pipes result from the wastewater discharged from the Eatonville System, subsequent reasonable repair costs, mutually agreed upon, will be the responsibility of Eatonville.

**10.3 Ordinances.** The Altamonte wastewater system use ordinance, as defined by Chapter 26 of the Altamonte Code of Ordinances, and as may be modified by Altamonte from time to time, shall be applicable to all users of the Eatonville System for setting standards for the strength of wastes and prohibited wastes and shall be binding upon Eatonville for wastewater flows delivered to the Altamonte System. All provisions of such ordinances shall apply equally to each existing and new user within Altamonte and within the Eatonville Wholesale Sewer Service Area. Eatonville shall adopt or otherwise impose

such restrictions upon Eatonville's users so as to enforce the provisions hereof in the Eatonville Wholesale Sewer Service Area.

## **11.0 WASTEWATER FLOW MEASURING.**

**11.1 Metering.** Eatonville shall maintain all Eatonville meters as necessary including periodic calibration as noted below. Eatonville will transport and deliver the wastewater to be received by Altamonte in conformity with this Agreement, the law, the rules of all applicable regulatory authorities and such other agencies as may have jurisdictional control. Altamonte will receive said wastewater flows at the Connection Point, and will treat and dispose of the wastewater pursuant to and in conformity with the terms and conditions of this Agreement.

**11.2 Meter Reading.** Eatonville will provide access to Altamonte Springs of any Eatonville owned meters for reading purposes. Eatonville will also assist as needed for Altamonte Springs to access any private wastewater meters that contribute flow to the Eatonville system. Altamonte Springs will read the flow meters or other devices to provide the data necessary for the determination of the wastewater flows to the Altamonte System for the calculation of monthly payment. Altamonte Springs will compute the amount due for wastewater treatment and disposal based on the greater of the minimum monthly flow or the cumulative flow of the estimated flow and metered flow reported at Eatonville's master meter or flow measuring locations. Altamonte Springs will submit an invoice to Eatonville with the figures for the preceding month along with the monthly payment total. The monthly payment for the treatment and disposal of wastewater shall be due within 15 days of receipt of the invoice by Eatonville.

**11.3 Meter Calibration and Reporting.** Eatonville will implement an annual meter confirmation and calibration program for the Eatonville master meters. The confirmation and calibration program, to be approved by both Parties, shall include a schedule for inspection and reporting regarding the condition and accuracy of the respective master meter, as deemed appropriate for the meter type and location. A copy of the report shall be furnished to Altamonte. Any necessary repairs to the connection must be made

within forty-five (45) days unless otherwise approved by both Parties. Eatonville shall provide immediate (within 24 hours) notice to Altamonte of any single master meter failure and no single master meter shall be out of service for more than thirty (30) days. In the event of a master meter failure, billing of flows for wastewater treatment and disposal will be calculated by Altamonte based upon the highest three consecutive months ("three month period") within the prior period of 12 consecutive months ("twelve month period") until meter repairs have been completed.

**11.4 Rights of Inspection.** Altamonte shall have the right, but not the obligation, to make its own inspection of Eatonville's master meter at any location, or to have an independent company inspect the metering equipment at any time; provided, however, no such inspection shall be made until Altamonte has first given five (5) business days' written notice of the time and date of its intent to have the inspection made. Upon notice, Eatonville shall have Eatonville personnel available to assist and facilitate the inspection. All costs and expenses of interim inspection by Altamonte shall be borne by Altamonte. However, if the testing reveals that the master meter is inaccurate by more than ten percent (10%), Eatonville shall reimburse the cost incurred as a result of the interim inspection and also the cost and expense of repairing or replacing the master meter. If the master meter is in error by more than fifteen percent (15%), then charges paid on the basis of that master meter's readings back to the date of the most recent recalibration shall be adjusted to correct the erroneous billings due to the master meter error.

**11.5 Wastewater Flow Monitoring.** Eatonville shall have an active program to resolve inflow and infiltration typically attributable to aging infrastructure, broken or missing manholes or cleanouts, and pipes damaged by others. If increased flow trends are found to be due to unauthorized user connections, Eatonville shall immediately resolve all matters pertaining to unauthorized users by disconnecting the unauthorized user or by seeking Altamonte's approval for New User Connections or Expanded or Change or Expanded Use, including the payment of any/all Connection Fees, in accordance with Section 7.0 – CONNECTION FEES, above.

**12.0 SATELLITE SYSTEM** – Pursuant to recent changes to FDEP rule 62-600.705, Altamonte Springs is required to develop and submit a Collections Systems Management Plan to FDEP. Annually thereafter, Altamonte Springs is required to submit information regarding sanitary sewer satellite systems that send wastewater flow to Altamonte Springs. Eatonville is considered a satellite system to the Altamonte Springs system and therefore there are certain reporting requirements associated with being a satellite system. Altamonte Springs will request in writing the pertinent sanitary sewer information from Eatonville by April 1<sup>st</sup> of each year. Eatonville will provide the FDEP required information to Altamonte Springs annually by May 1<sup>st</sup> of each year. This reporting information may include but not be limited to; population served, maintenance efforts, maintenance budget and any work/projects to reduce infiltration/inflow into the Eatonville system. Altamonte Springs will provide a copy of the report submitted to FDEP within 30 days of submittal.

**13.0 RECORDS INSPECTION.**

**13.1 Engineering Drawings.** Eatonville shall, during the term of this Agreement, maintain the Transmission Facilities Plan, the Development Plans, and any other engineering drawings, plans, and specifications showing Eatonville's existing or proposed collection facilities, and other facilities to be connected directly or indirectly to the designated Connection Point. Transmission Facilities Plans for Eatonville System wastewater flows to the Connection Point shall be shared with Altamonte, as needed and requested by Altamonte, to confirm network system piping for the Eatonville Wholesale Sewer Service Area. Development Plans approved by Eatonville shall be shared with Altamonte for all New User Connections and when a Change or Expanded Use is proposed.

**13.2 Mutual Records Access and Cooperation.** The Parties shall reasonably cooperate to facilitate the provision of wholesale sewer service by Altamonte so that Eatonville may serve its existing and future customers located within the Eatonville Wholesale Sewer Service Area. Under the spirit of mutual cooperation, Altamonte is given the right to inspect, at reasonable times, all of Eatonville's books, records, and other

information of whatsoever nature relating to the wastewater flows (including infiltration/inflow) from the Eatonville System connected to the designated Connection Point for transmission to the Altamonte System. Eatonville shall also be given the right to inspect at all reasonable times, the Altamonte System, and all books, records and other information of Altamonte of whatsoever nature relating to the Eatonville System.

**14.0 TERM.** The initial term of this Agreement shall be 30 years beginning with the Effective Date. Thereafter, this Agreement shall be automatically renewed thereafter for successive ten (10) year renewal terms unless either Party gives written notice to the other Party not less than two (2) years prior to the expiration of the then-current term that it is terminating the Agreement at the end of the then-current term.

**15.0 NOTICE.** Any notice to be given to Eatonville or Altamonte by the other shall be sent either by hand delivery, registered or certified mail to the respective addresses shown below. Either Party may change its notice address by giving proper written notice to the other as provided herein:

- If to Altamonte, to:**

City of Altamonte Springs  
City Hall, 225 Newburyport Ave.  
Altamonte Springs, FL 32701  
**Attention: City Manager**

City of Altamonte Springs  
950 Calabria Drive  
Altamonte Springs, FL 32714  
**Attention: Director of Public Works and Utilities**
- If to Eatonville, to:**

Town of Eatonville  
307 East Kennedy Blvd.  
Eatonville, FL 32751  
**Attention: Mayor**

Town of Eatonville  
307 East Kennedy Blvd.  
Eatonville, FL 32751  
**Attention: Director of Public Works**

**16.0 TEMPORARY CESSATION OF SERVICE.** Any temporary cessation of treatment or disposal of wastewater through the Altamonte System caused by an act of God, fire, strike, civil or military authority, State, County or Federal regulatory authority, insurrection or riot, civil unrest, or other action not the result of gross negligence or willful misconduct of Altamonte or its agents or employees, shall not constitute a breach of this Agreement on the part of Altamonte, and Altamonte shall not be liable to Eatonville or its users for any loss or damage resulting from such cessation of treatment or disposal, nor shall such temporary cessation relieve Eatonville of any of its obligations hereunder.

**17.0 EFFECT OF SEWER RESTRICTIONS.** If during the term of this Agreement Altamonte shall come under any order of any cognizant county, State or Federal agency which requires Altamonte to limit or restrict construction or wastewater connections because of conditions or operations in the Altamonte System or elsewhere, or to restrict or terminate acceptance of certain types of wastewater, or to require pretreatment as a condition of acceptance for treatment and disposal, or otherwise to modify or alter operations, or which otherwise affect the system, Eatonville agrees to enforce and abide by such limitations or restrictions within the Eatonville Wholesale Sewer Service Area, as long as the same shall be binding upon Altamonte. Altamonte agrees to take all steps reasonable, in Altamonte’s determination, to cure any defect resulting in the limitation or restriction. Should Altamonte be unable to accept the Monthly Minimum wastewater flows due to regulatory restrictions or other Altamonte System infrastructure limitations, Eatonville shall only be responsible for the payment of the actual wastewater flows as calculated through Section 8.0(a) of this Agreement

**18.0 ALTAMONTE SYSTEM – NO OWNERSHIP INTEREST.** It is expressly understood and agreed that Eatonville will have no ownership interest in the Altamonte System or any part thereof whatsoever, including any financial contributions from Eatonville for alternations, additions, or system upgrades required to serve subsequent New User Connections and wastewater flows above Eatonville’s Existing Customer Base, or above or any right whatsoever to direct the

operation of the Altamonte System, including but not limited to the treatment or disposal of wastewater flows delivered to the Altamonte System. Conversely, Altamonte shall not have any ownership interest in the Eatonville System or any part thereof or any right whatsoever to direct the operation of the Eatonville System

## **19.0 REMEDIES UPON DEFAULT.**

**19.1 Eatonville's Default.** In the unlikely event Eatonville shall default in the payment of any amounts due Altamonte under this Agreement, or in the performance of any material obligation to be performed by Eatonville under this Agreement, then Altamonte, after having given Eatonville thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Eatonville, and shall further have the right to temporarily limit wastewater disposal services to Eatonville by temporarily denying any New User Connection or modifications to existing users under a Change or Expanded Use. In the event such default remains uncured for a period of (1) ninety (90) days in the event of a monetary default; or (2) 180 days in the event of a non-monetary default, then Altamonte shall have the right to permanently restrict service to Eatonville under this Agreement or require Eatonville to stop making New User Connections or modifications to existing users under a Change or Expanded Use.

**19.2 Altamonte's Default.** In the event Altamonte shall default in the performance of any material obligation to be performed by Altamonte under this Agreement, then Eatonville, after having given Altamonte thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Altamonte. In the event such default remains uncured for a period of (1) ninety (90) days (or such longer time as is reasonably required to cure such default, provided Altamonte has made reasonable efforts to commence the cure within said 90-day period) in the event of a default which causes Altamonte to be unable to provide wastewater utility service with the Eatonville Wholesale Sewer Service Area or (2) 180 days in the event of any type of material default, then Eatonville shall have the right to notify Altamonte that Eatonville intends to take a more limited amount of wastewater

disposal services from Altamonte (which shall be at least the amount Altamonte is then able to provide to Eatonville). Thereafter, Eatonville may the obtain other wastewater disposal services from another provide or may take appropriate action to supply itself with additional wastewater disposal services after giving Altamonte ninety (90) days' notice of its intent to do so and opportunity to cure; otherwise, Eatonville shall obtain all its wastewater disposal services for the Eatonville Wholesale Sewer Service Area from Altamonte during the term of this Agreement.

**19.3 Specific Performance.** This Agreement may be enforced by Specific Performance.

**19.4 Force Majeure.** If by reason of force majeure any Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of Eatonville to make the payments required under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, order of any kind of the Government of the United States or the State of Florida, or any civil or military authority, insurrection, riots, epidemics, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restrain of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipes, or canals, partial or entire failure of the wastewater treatment or disposal system, or on account of any other causes not reasonably within the control of the Party claiming the inability.

**19.5 Fines and Penalties.** Regulatory fines and penalties assessed against a Party to this Agreement shall be born and initially paid by the Party against which they are assessed. If it is determined by a court or regulatory agency that the occurrence or condition giving rise to any such fine or penalty was caused by the act or omission of a Party to this



Agreement other than the Party against whom such a penalty or fine is assessed, then the Party whose act or omission was such case shall reimburse the Party the amount of such fine or penalty finally assessed and paid, plus interest.

**19.6 Applicable Law.** This Agreement and the provisions contained herein shall be governed by and construed in accordance with the Laws of the State of Florida and the Parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

**19.7 Severability.** Any provision of this Agreement which is prohibited or unenforceable under any law shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, provided the rights and obligations of the Parties hereto are not materially prejudiced and the intentions of the Parties can continue to be effected. No such prohibition shall in any way or to any extent alter or affect Eatonville's obligation, to the extent required hereunder, to pay, when due, that part of the Connection Fee and Treatment Charges which Altamonte may pledge in the future to use for the operation and maintenance of the Altamonte System.

**19.8 Waiver of Rights.** Any waiver at any time by Altamonte or Eatonville of its rights with respect to a default or any other matter arising in connection with this contract, shall not be deemed to be a waiver with respect to any other default or matter, similar or different, prior or subsequent.

**20.0 NO PLEDGE OF TAXATION.** In no event shall any obligation of either Altamonte or Eatonville under this Agreement result in, be or constitute: (i) a general obligation or indebtedness of either Party within the meaning of the Constitution of the State of Florida, the Parties' respective charters and ordinances or any other applicable laws, (ii) a pledge of ad valorem taxes or taxing power, non-ad valorem revenue or any other revenue source of either Party, or (iii) a lien on any real or personal property of either Party.

**21.0    PRIOR AGREEMENTS.**    This Agreement constitutes the full and complete agreement and understanding of the Parties relating to the matters set forth herein and this Agreement shall supersede and replace any prior written or oral agreements concerning such matters.

**22.0    TIME IS OF THE ESSENCE.**    Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**23.0    COUNTERPARTS.**    This Agreement may be executed and delivered in counterparts.

**24.0    GOOD FAITH.**    The Parties agree to act in accordance with the principles of good faith and fair dealings in the performance of this Agreement.

**25.0    DISCLAIMER OF THIRD PARTY BENEFICIARIES.**    This Agreement is solely for the benefit of the formal Parties hereto and no right of cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto.

**26.0    TITLES AND HEADINGS.**    The title of this Agreement, and the headings of Sections and sub-Sections hereof have been inserted for convenience or reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

[ SIGNATURES TO FOLLOW ]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

**TOWN OF EATONVILLE,**  
a municipality of the State of Florida

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name:

Approved as to Form and Legality  
for the use and reliance of the  
Town of Eatonville, Florida

Attest:

\_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clifford Shepard, Town of Eatonville Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of the TOWN OF EATONVILLE, a Florida municipality, on behalf of the municipality. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Print Name:  
Notary Public - State of \_\_\_\_\_  
Commission No.:  
Commission Expires:

Signed, sealed and delivered  
in the presence of:

**CITY OF ALTAMONTE SPRINGS,**  
a municipality of the State of Florida

Approved as to form and  
legality for use and  
reliance by the City of  
Altamonte Springs

By: \_\_\_\_\_  
Pat Bates, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
JAMES A. FOWLER, City Attorney

ATTEST: \_\_\_\_\_  
Angela M. Apperson, City Clerk

Mailing Address:  
225 Newburyport Avenue  
Altamonte Springs, FL 32701

**STATE OF FLORIDA**  
**COUNTY OF SEMINOLE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by PAT BATES and ANGELA M. APPERSON, Mayor and City Clerk respectively, of the CITY OF ALTAMONTE SPRINGS, FLORIDA, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Altamonte Springs, Florida.

\_\_\_\_\_  
Signature

(Notary Seal)

\_\_\_\_\_  
Print name

Notary Public - State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LIST OF EXHIBITS TO FOLLOW:**

**Exhibit “A”** - Eatonville Wholesale Sewer Service Area

**Exhibit “B”** - Existing Customer Base

**Exhibit “C”** - Transmission Facilities Plan

**Exhibit “D”** - New Service Request Application

**Exhibit “E”** - Change or Expanded Use Application

**FIRST AMENDMENT TO THE SOLID WASTE AND RECYCLABLE  
COLLECTION SERVICE AGREEMENT BETWEEN THE TOWN OF  
EATONVILLE, FLORIDA AND WASTE SERVICES OF FLORIDA, INC.**

This first amendment to the Solid Waste and Recyclable Collection Service Agreement between the Town of Eatonville, Florida and Waste Services of Florida, Inc. (the "Amendment") is made and entered into by and between the Town of Eatonville, a Florida municipal corporation (the "Town"), and Waste Connections of Florida, Inc., a Delaware Corporation f/k/a Waste Services of Florida, Inc. (the "Contractor"). The Town and the Contractor may be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Amendment shall be effective upon the Effective Date as defined below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement (as defined below).

**WHEREAS**, through a series of mergers and name changes, Waste Services of Florida, Inc. now operates as Waste Connections of Florida, Inc.; and

**WHEREAS**, on November 6, 2008, the Parties entered into that certain *Solid Waste and Recyclable Collection Service Agreement between the Town of Eatonville, Florida and Waste Services of Florida, Inc.* as subsequently modified, amended, and/or extended (the "Agreement"), for the collection, transportation, and recycling/disposal of residential municipal solid waste and recyclable materials and commercial waste within the Town; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term thereof, to add additional services, and to otherwise modify the Agreement as provided for herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Amendment:

1. Extension of Term. The Agreement is currently set to expire on October 31, 2019 (the "Current Expiration Date"). Pursuant to Section One of the Agreement, the Parties hereby officially agree to extend the Agreement for an additional five (5) years from the Current Expiration Date, extending the Agreement through October 31, 2024. The term of the Agreement is hereby extended for another five (5) years through October 31, 2024.
2. Amendments to the Existing Agreement.

**The Existing Agreement is hereby amended or modified to replace Section One in its entirety with:**

Term of this Agreement shall be for the period beginning on the 1<sup>st</sup> day of November 2019, and the ending on the 31<sup>st</sup> day October, 2024. Upon the mutual written agreement between the Town and the Contractor, the Contractor shall be entitled to a renewal extension of an

additional five (5) year term on the same terms and conditions as hereinafter set forth. However, the Town shall have the option not to extend the Agreement Provided that the Town Council notifies the Contractor and holds a public hearing more than six (6) months prior to the expiration of this Agreement, where at such hearing Council resolves not to extend this Agreement. The Contractor can elect not to renew and/or extend the Agreement at anytime unless it has accepted the renewal by agreeing to it in writing.

**The Existing Agreement is hereby amended or modified to add to Section Four (Additional Contracted Services):**

Shredding Event. One time per calendar year, the Contractor will provide, at no cost to the Town or residents, a drop off location for the resident's secure shredding of documents. The Town shall provide the Contractor at least sixty (60) days' notice of the Town's preferred date. Residents shall be limited to no more than two (2) "banker's boxes" of documents per year. Residents will be required to provide a copy of a current utility bill for verification of their eligibility.

Household Hazardous Waste Event. One time per calendar year, the Contractor will provide, at no cost to Town or residents, an appropriate number of roll-off style containers, at a drop off location specified by the Town, for the resident's household hazardous waste. The items accepted shall be limited to paint, tires, batteries, light bulbs, used motor oil, and ordinary household chemicals. The Town shall provide the Contractor at least sixty (60) days' notice of the Town's preferred date. Residents shall be limited to no more than two (2) cubic yards of items per year. The Town shall provide staffing for the hours the "event" takes place. At the conclusion, the Contractor shall haul and dispose of the items collected at an appropriately licensed disposal facility. Residents will be required to provide a copy of a current utility bill for verification of their eligibility.

Prescription Medicine Event. One time per calendar year, the Contractor will provide, at no cost to Town or residents, an appropriate container, at a drop off location specified by the Town, for the resident's unused or expired prescription medication waste. The Town shall provide the Contractor at least sixty (60) days' notice of the Town's preferred date. The Town and the Contractor shall provide staffing for the hours the "event" takes place. At the conclusion, the Contractor shall haul and dispose of the items collected at an appropriately licensed disposal facility. Residents will be required to provide a copy of a current utility bill for verification of their eligibility.

**The Existing Agreement is hereby amended by also deleting in their entirety the two paragraphs on Page 12 which begin "Replacement of containers damaged" and "The Contractor is responsible" and replacing them with:**

Replacement of Containers Damaged by CONTRACTOR shall be replaced at CONTRACTOR's expense and the CONTRACTOR shall replace any Container or Recycling Container damaged through the fault or negligence of the CONTRACTOR or his employees.

Contractor shall provide to new Residential Premises (being Residential Premises not receiving Curbside Residential and/or Recycling Collection Service at the date that CONTRACTOR commences providing such services under this Amendment.) CONTRACTOR shall also be responsible for providing replacement Containers and Recycling Containers when Residential Containers and Recycling Containers provided by to existing Residential Customers are lost or damaged .

3. Date of Effectiveness; Limited Effect. This Amendment will become effective as of approval by Town Council (the "Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement, existing on the Effective Date are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, corporate power and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary corporate action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.



5. Miscellaneous.

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.


(f) All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have made and executed this Amendment, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

Attest:

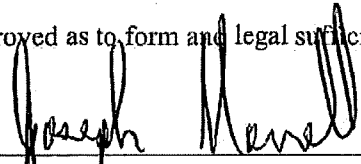
Town of Eatonville, by and through its  
Town Council

  
NAME, Town Clerk

By:   
NAME, Mayor

31<sup>st</sup> day of October, 2019

Approved as to form and legal sufficiency

By:   
NAME, Town Attorney

5<sup>th</sup> day of November, 2019

(TOWN SEAL)

WITNESSES:

Nicole Tipton  
 Signature  
Nicole Tipton  
 Printed Name

13 day of December, 2019

WASTE CONNECTIONS OF FLORIDA, INC.

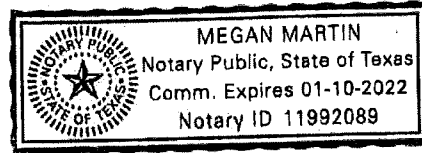
Robert A. Nielsen III  
 Signature  
ROBERT A. NIELSEN III  
 Printed Name and Title

13<sup>TH</sup> day of DECEMBER, 2019

STATE OF TEXAS )

) SS:

COUNTY OF MONTGOMERY )



BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Robert A. Nielsen, III as Regional Vice President of Waste Connections of Florida, Inc., an organization authorized to do business in the State of Florida, and he/she executed the foregoing Agreement as the proper official of Waste Connections of Florida, Inc., for the uses and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He is personally known to me or has produced appropriate identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13<sup>TH</sup> day of December, 2019.

Megan Martin  
 NOTARY PUBLIC

My Council Expires: 01-10-2022



**DRAFT**

# **Town of Eatonville 10-Year Water Supply Facilities Work Plan (WSFWP)**

**(2022-2032 Planning Period)**

**FDEP PWS No. 3480327**

**SJRWMD CUP No. 3407-4**

---

## **Prepared For:**

### **Town of Eatonville**

Chief Administrative Officer    Demetris Pressley

Interim Public Works Director    Valerie Mundy, P.E.

## **Prepared By:**

### **CPH, LLC**

Project Manager    Roberto M. Gonzalez, P.E.

Project Engineer    Marisha Innis, E.I.

CPH Job No.: E6613

**July 2023**



---

Roberto M. Gonzalez, P.E.  
FL 56875

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# Table of Contents

<b>1.</b>	<b>Introduction .....</b>	<b>1</b>
1.1	Water Supply Strategy.....	1
1.2	Background.....	5
1.3	Purpose.....	5
1.4	Goals and Objectives .....	5
1.5	Description of the Water System .....	6
1.5.1	Potable Water.....	6
1.6	Water Management District Legislative Background.....	7
1.7	Coordination with SJRWMD .....	9
1.8	Coordination with Other Suppliers.....	10
1.8.1	Consecutive Systems with Other Suppliers.....	10
1.8.2	Interconnections with Other Suppliers .....	10
1.8.3	Reclaimed Water with Other Suppliers.....	10
1.8.4	Regional Water Supply Projects with Other Suppliers .....	10
1.9	Extent of Responsibility .....	10
1.10	Planning Period.....	11
1.11	Scope .....	12
<b>2.</b>	<b>Existing System Water Supply Facilities Data and Analysis .....</b>	<b>15</b>
2.1	Population and Water Demand Projections (20-Year Horizon) .....	15
2.2	Potable Water Service Area.....	17
2.3	Existing Potable Water Supply and Facilities.....	17
2.3.1	Potable Water Supply.....	17
2.3.2	Potable Water Treatment, Storage and Pumping .....	21
2.3.3	Auxiliary Power.....	21
2.4	Water Reclamation.....	21
2.5	Future Needs .....	25
<b>3.</b>	<b>Water Conservation and Water Reuse.....</b>	<b>27</b>
3.1	Existing Water Conservation Policies .....	27
3.2	Suggested Water Conservation Policies .....	28

<b>4.</b>	<b>Capital Improvements .....</b>	<b>29</b>
4.1	Major Capital Improvements in CIP Budget .....	29
4.2	Additional Water System Recommendations .....	30
4.3	Cost Estimate Assumptions .....	32
4.4	Other Costs .....	32
4.5	Cost Updates .....	32
<b>5.</b>	<b>Goals, Objectives, and Policies .....</b>	<b>33</b>
5.1	Status of Comprehensive Plan.....	33
	<b>Appendices .....</b>	<b>34</b>
	<b>APPENDIX A: FDEP Final Notice of Proposed Rule .....</b>	<b>A-1</b>
	<b>APPENDIX B: Eatonville/Altamonte Springs Sewer Agreements.....</b>	<b>B-1</b>
	<b>APPENDIX C: Adjusted Population and Water Demand Projections (2023 to 2043).....</b>	<b>C-1</b>
	<b>APPENDIX D: Town of Eatonville 5-year Capital Improvements Program (CIP) Plan .....</b>	<b>D-1</b>
	<b>APPENDIX E: Examples of Policies included in Comprehensive Development Plans ...</b>	<b>E-1</b>

# 1. Introduction

The Town of Eatonville (Town) authorized CPH, LLC (CPH) to prepare a 10-Year Water Supply Facilities Work Plan (WSFWP) in response to St. John's River Water Management District's (SJRWMD) requirement to adopt an updated WSFWP into the Town's Comprehensive Plan within 18 months of governing board approval of the 2020 Central Florida Water Initiative Regional Water Supply Plan (CFWI RWSP). **Town Council is required to adopt this 10-yr WSFWP into the Town's Comprehensive Plan by reference through a resolution.**

Town limits and water service area are located within the governing boards water management district's 2020 CFWI Planning Area. **Figure 1-1** presents the location of the Town relative to the CFWI Planning Area. **Figure 1-2** presents a map of the potable water service area inside and outside of town limits. In 2022, the Town provided 0.262 mgd- AADD of potable groundwater to approximately 800 connections. Future planned development is projected to increase demand to approximately 0.659 mgd to serve approximately 1,700 connections by 2040.

The 2020 CFWI RWSP contains an assessment of projected water demands and potential sources of water to meet regional water supply demands through 2040. The Town's updated WSFWP must address the following:

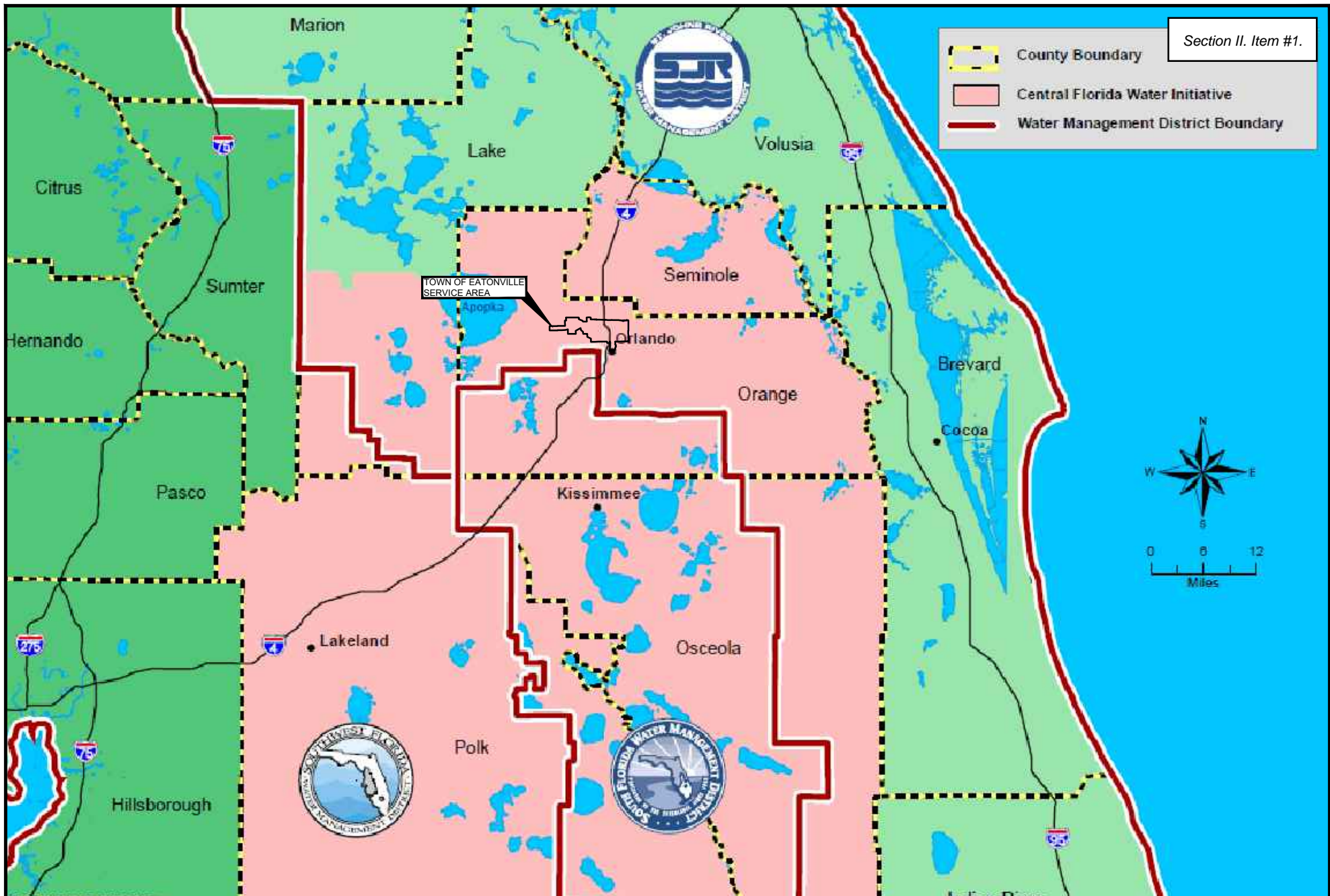
- Provide a projection of the Town's needs for at least a ten (10) year period;
- Identify and prioritize both alternative and traditional water supply facilities and sources of water required to meet future demands;
- Identify conservation and reuse measures need to meet projected future demands;
- Develop Capital Projects required to meet the projected demands for a five (5) year period also known as a five (5) year Capital Improvements Program (CIP) Plan.


## 1.1 Water Supply Strategy

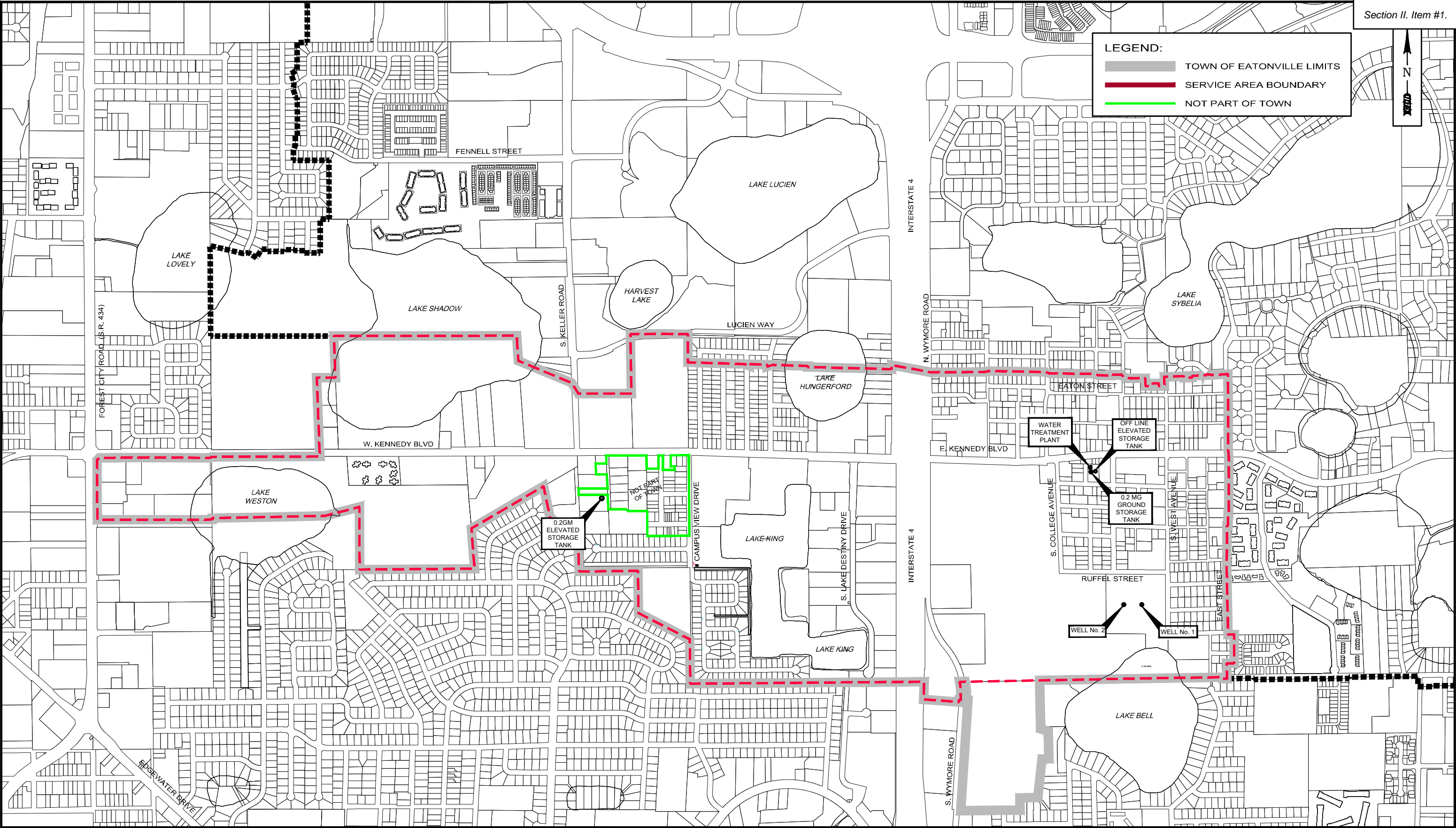
**The Town's approach to meeting projected water demand over the next 20 years is by optimizing use of potable groundwater through conservation measures.** The water source is based on Consumptive Use Permit No. **Reclaimed water supply is not feasible for the Town at this time. Instead, the Town transmits collected wastewater to the City of Altamonte Springs for treatment and use as reclaimed water.**

The Upper Floridan Aquifer (UFA) groundwater source is currently the only potable water source for the Town. Groundwater is also the most economical potable water source of all the available and proposed water sources in the area, and the infrastructure for treatment and distribution is already in place for the groundwater supply.





 <a href="http://www.cphcorp.com">www.cphcorp.com</a>	Designed by:	-	LOCATION OF TOWN OF EATONVILLE SERVICE AREA	FIGURE 1.1
	Drawn by:	GCM		
	Date:	6/19/23	RELATIVE TO CENTRAL FLORIDA WATER INITIATIVE PLANNING AREA	<div>53</div>
	Job No.	E6613		
	Scale:	NTS		



Designed by:	RMG	Date: 6/19/23
Drawn by:	GCM	Job No. E6613
Checked by:	MEI	File: Supply
Approved by:	RMG	
Scale:	1" = 1000'	© 2023



**Building Better  
Communities Together**

1117 East Robinson Street  
Orlando, FL 32801  
Ph: 407.425.0452

# TOWN OF EATONVILLE SERVICE AREA MAP

## WATER SUPPLY FACILITIES WORK PLAN

The water supply strategy is based on the following basic principles:

1. Optimize the use of the existing groundwater resources in an environmentally effective manner.
2. Continue implementation of water conservation initiatives. Evaluate effectiveness of measures and adjust if necessary.
3. Review and modify land development regulations to affect reduction in potable water use patterns.
4. Evaluate effect of long-term reduction in per capita water use by water conservation.
5. Continue to evaluate Alternative Water Supplies (AWS) and/or augmentation sources.
6. Support regional water supply initiatives, if economically, technically and environmentally feasible.
7. Seek funding assistance on AWS programs to reduce burden on existing customer base.
8. Request a modification of the existing CUP.

On a priority basis, the Town will continue the following:

- Continue to implement water conservation programs; such as require installation of water conservation devices; promote water-conserving landscaping practices; and establish tiered water rate fees.



## 1.2 Background

The 2002 Legislature expanded the local government Comprehensive Plan requirements to strengthen coordination of water supply planning and local land use planning. One of the most significant new requirements was a Long-Range WSFWP identifying needed water supply facilities for at least a 10-year planning period.

A WSFWP identifies and plans for the water supply sources and facilities needed to serve existing and new developments within the Town's jurisdiction. Within 18 months of the district approving an updated Regional Water Supply Plan (RWSP), each local government within that region must prepare and adopt a WSFWP that will become part of its Comprehensive Plan.

In November 2020, the respective governing boards of the SJRWMD, South Florida Water Management District (SFWMD) and Southwest Florida Water Management District (SWFWMD) approved the 2020 CFWI RWSP, containing an assessment of projected water demands and potential sources of water to meet regional water supply demands through 2040.

In January 2021, the SJRWMD e-mailed the Town as a reminder about the requirement to adopt an updated WSFWP by May 2022. The Town's water supply is governed by SJRWMD and is required to update the WSFWP within 18 months of issuance of the current 2020 CFWI RWSP. In an effort to standardize work plan information, SJRWMD provided a guide and format to prepare the updated WSFWP.

## 1.3 Purpose

The purpose of the WSFWP is to strengthen coordination between the Town's existing and future land use planning responsibilities to provide sustainable growth of essential infrastructure services as defined in the Town's 2018 Comprehensive Plan Amendment. The WSFWP also strengthens local water supply facilities planning activities with regional water resource development responsibilities relative to the approved water management district's 2020 CFWI RWSP planning efforts.

## 1.4 Goals and Objectives

The goal is to develop an updated WSFWP, covering a 10-year planning period, for possible construction of water supply facilities, including the development of AWS, conservation and reuse projects that could be necessary to serve existing and new development within the Town's Water Service Area.

The objective of the WSFWP is to identify capital improvements needed to develop, treat, and deliver traditional and AWS source waters that are necessary to serve existing and new development for a 10-year planning period. The WSFWP also includes conservation measures and reuse supplies that can be used to off-set demand for new water. The capital improvements needed in the first five years of the WSFWP must be included in the Town's 5-year CIP schedule.

The WSFWP addresses facilities for which the Town is responsible. The WSFWP is intended to strengthen coordination between local government land use planning responsibilities, water supply facilities planning activities and water resource development responsibilities of the SJRWMD.

## 1.5 Description of the Water System

The Town is located in north Orange County. The Public Works Department is responsible for the treatment and distribution of potable water, collection of wastewater, and operation and maintenance of the water facilities.

The Town of Eatonville provides leadership, direction, rate and fee development, long term planning, and assistance to the Town's potable water system; as well as, provides coordination with local, state, and federal regulatory agencies, including the United States Environmental Protection Agency (USEPA), the Florida Department of Environmental Protection (FDEP) and the SJRWMD.

### 1.5.1 Potable Water

Potable water is provided to the Town's residents. The Town owns, operates and maintains the water facility and distribution system. The Town's potable water treatment system is identified by FDEP as Public Water System (PWS) No. 3480327.

Potable drinking water is produced at the Water Treatment Plant (WTP). The WTP produces high quality water that meets all state and federal drinking water standards.

The Town's potable water service area encompasses approximately 1 square mile and consists of a mix of commercial, multi-family and single-family residential users. Potable water is provided to Town's customers via retail service connections.

In 2022, the Town's potable water system provided 0.262-mgd annual average daily demand (AADD) of groundwater to a population of approximately 2,988. The Town currently pumps to approximately 870 metered connections from two (2) UFA groundwater wells.

The Public Works Department is responsible for the maintenance and repair of:

- Approximately 12.5 miles of water mains ranging in diameter from 2-inch to 10-inch
- Approximately 118 isolation valves
- Approximately 71 fire hydrants
- Approximately 870 active potable water meters and service lines throughout the distribution system

## 1.6 Water Management District Legislative Background

Water management districts (WMDs) in the CFWI planning area have determined that portions of each respective district will have insufficient supplies of water from traditional sources (groundwater) over the next 20 years to meet the demands of both their growing population and the environment.

In order to ensure adequate water supplies, the Legislature has established a coordinated planning process between regional water supply plans prepared by the water management districts pursuant to Chapter 373, Florida Statutes (F.S.), and comprehensive plans prepared by local governments pursuant to Chapter 163, Part II, F.S. Under these laws, local governments must address in their comprehensive plans the water supply sources necessary to meet and achieve existing and projected water use demand for the established planning period, considering the applicable regional water supply plan prepared pursuant Section 373.709, F.S. [Section 163.3167(9), F.S.]

As a result, the Legislature established a coordinated planning process between local level land use planning and WMD's regional water supply planning by necessitating the incorporation of enhanced water supply planning requirements into local government comprehensive plans. Section 163.3177(6)(c)3, F.S., requires local governments within areas projected to have insufficient supplies of water from traditional sources to amend their comprehensive plan to:

1. Incorporate the alternative water supply project or projects selected by the local government from those identified in the regional water supply plan pursuant to s. 373.709(2)(a) or proposed by the local government under s. 373.709(8)(b); and
2. Adopt a work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including the development of alternative water supply projects and conservation and reuse, which are necessary to serve existing and new development.

Once adopted, the work plan must be updated within 18 months after the water management district updates the regional water supply plan, which typically occurs every five years.

**Local governments are required to amend their comprehensive plans to include a 10-year WSFWP (adopted as an exhibit).** The WSFWP should include updated data and analysis documentation, proposed/revised comprehensive plan policies, and local government's capital improvements program (CIP) projects related to the WSFWP.

The WSFWP should articulate the local government's program to implement a combination of traditional and alternative water supply (AWS) project(s), reuse water, and water conservation practices/projects that are necessary to meet the local government's future water demands. Existing and proposed comprehensive plan policies should be referenced in the WSFWP; as well as the local government's CIP.

Section 373.036 F.S. requires that each WMD develop a 20-year water supply plan. Then within 18 months of the districts approving an updated RWSP, local governments that fall within a regional water supply planning area are required to develop a 10-Year WSFWP to ensure that adequate water supplies will be available to meet future demands, pursuant to Section 163.3177(6)(c) F.S. Local governments required to adopt a water supply work plan must comply with the following statutory requirements for water supply and facility planning:

1. Coordinate appropriate aspects of their comprehensive plan with the appropriate water management district's regional water supply plan. [Section 163.3177(4)(a), F.S.] – **Town 2018 Comprehensive Plan Amendment is compliant**
2. Revise the Potable Water Sub-Element to adopt a water supply facilities work plan covering at least a 10-year planning period to meet existing and projected demand. The work plan should address those water supply facilities for which the local government has responsibility and include the facilities needed to develop alternative water supplies. The work plan should also identify conservation and reuse measures to meet future needs. [Section 163.3177(6)(c), F.S.] – **Town 2018 Comprehensive Plan Amendment is compliant**
3. Revise the Conservation Element to assess current and projected water needs and sources for at least a 10-year planning period. The analysis must consider existing levels of water conservation, use, and protection and the applicable policies of the water management district, and the district's approved RWSP. In the absence of an approved RWSP, the analysis must consider the district's approved water management plan. [Section 163.3177(6)(d)3, F.S.] – **Town 2018 Comprehensive Plan Amendment is compliant**

4. Revise the Capital Improvements Element to identify capital improvements projects to be implemented in the first 5 years of the work plan for which the local government is responsible, including both publicly and privately funded water supply projects necessary to achieve and maintain adopted level of service standards; and adopt a 5-year schedule of capital improvements to include those projects as either funded or unfunded, and if unfunded, given a level of priority for funding. [163.3177(3)(a)4, F.S.] - **Town 2018 Comprehensive Plan Amendment is compliant**
5. Revise the Intergovernmental Coordination Element to adopt principles and guidelines to be used to coordinate the comprehensive plan with the regional water supply authority and with the applicable regional water supply plan. [163.3177(6)(h)1, F.S.] - **Town 2018 Comprehensive Plan Amendment is compliant**
6. During the Evaluation and Appraisal review (EAR), determine if comprehensive plan amendments are necessary to reflect statutory changes related to water supply and facilities planning since the last update to the comprehensive plan. If necessary, transmit the amendments to incorporate the statutory changes as appropriate. [Section 163.3191(1) and (2), F.S.] – **In 2018, the Town's Comprehensive Plan was amended based on the EAR. Currently, the 2018 Comprehensive Plan Amendment is being reviewed for concurrence with water supply and facility planning.**

## 1.7 Coordination with SJRWMD

The current CUP No. 3407-4 was issued on December 17, 2012 and expires December 17, 2032. Per Condition No. 24, the Town is authorized to withdraw groundwater up to 146 MGY (0.40 mgd average) from 2012 to 2032.

The Town's water service area is located in the CFWI planning area. The 2020 CFWI RWSP projects a groundwater demand of 0.35-mgd to serve a population of 2,702 to the Town of Eatonville by 2040. **CFWI rule making proposed to limit UFA groundwater withdrawals to 0.35-mgd based on CFWI projected 2025 demands. Whereas, future planned development in the Town projects a 0.42-mgd demand in 2025.** As a result of the CFWI rule making, several central Florida utilities issued a lawsuit to the CFWI. A summary of the CFWI settlement is provided in **Appendix A**.

In 2022, the Town provided 0.262 mgd AADD of potable groundwater to a population of approximately 2,988 customers. Future planned development plus infill of vacant parcels is projected to increase demand to approximately 0.659 mgd to serve a population of approximately 6,648 by 2040.

**Therefore, the Town needs to coordinate with the SJRWMD to revise CFWI RWSP population and water demand projections for any future RWSPs; as well as, when the Town pursues a modified or new CUP.** Section 2.1



presents population and water demand projections based on planned development identified by the Town's Planning Department plus infill of available vacant parcels.

## 1.8 Coordination with Other Suppliers

Per Section 163.3177(6)(c), F.S., the local governments are encouraged to cooperatively plan for multijurisdictional water supply facilities that are sufficient to meet projected demands for established planning period, including the developed AWSs to supplement traditional sources of groundwater and surface water suppliers. The Town is the sole supplier of potable water to retail customers within the service area with limited exceptions.

### 1.8.1 Consecutive Systems with Other Suppliers

The Town **does not provide potable water to consecutive systems with other suppliers**, at this time.

### 1.8.2 Interconnections with Other Suppliers

The Town **does not have any emergency interconnects with other suppliers**, at this time.

### 1.8.3 Reclaimed Water with Other Suppliers

The Town **does not have a reclaimed water system installed for landscape irrigation**. Instead, the Town transmits collected wastewater to the City of Altamonte Springs for treatment and use as reclaimed water. **Appendix B** presents the Eatonville/Altamonte Springs sewage treatment agreement

### 1.8.4 Regional Water Supply Projects with Other Suppliers

The Town **does not currently have any AWS projects identified in the 2020 CFWI RWSP**.

## 1.9 Extent of Responsibility

The Town is responsible for planning, financing, construction, and operation of water supply and sanitary sewer collection within the Town's service area. The Town has control of withdrawal, treatment, and distribution of potable water.

Projected water demand is based on permanent population that is expected to increase over the next 10 years due to future redevelopment, densification and vertical construction planned within the Town's service area. The Town plans to continue conservation efforts to reduce demand by installation of water conservation devices; promote water-conserving landscaping practices; and establish tiered water rate fees.

## 1.10 Planning Period

The planning period for this 10-yr WSFWP is from FY 2022 to FY 2032. Water demand projections developed for the recently updated 2025 Comprehensive Plan Update to 2045 will serve as the basis to meet water supply needs.

**Table 1-1** presents historical dates relative to updating and adopting the 10-yr WSFWP into the 2018 Comprehensive Plan Amendment.

**TABLE 1-1: Town of Eatonville 2021 WSFWP Status**

Item	Description	Date	Status
1	2018 Comprehensive Plan Amendment (2018 to 2023)	December 2018	Complete
2	2020 CFWI RWSP	November 2020	Approved
3	SJRWMD Requested Updated WSFWP	January 2021	Acknowledged
4	CPH Authorized to Update 10-yr WSFWP	February 2023	Complete
5	FINAL 2022 Updated 10-yr WSFWP for Town Use to Adopt into 2018 Comprehensive Plan Amendment by resolution	July 2023	In Progress

## 1.11 Scope

The following tasks were completed to update the WSFWP for the Town in accordance with FDEP guidelines (*A Guide to the Preparation of the Water Supply Facilities Work Plan, 2012*).

1. **Coordination with SJRWMD:** Coordinated with the SJRWMD regarding the 2020 CFWI RWSP to develop population and water demand projections, areas to be served, availability of traditional and alternative water supplies, bulk sale agreements, and water conservation and reuse strategies necessary to meet projected demand. Adjusted SJRWMD approved CUP No. 3407 allocated groundwater withdrawal limits for the Town's water supply for up to a 20-year planning period based on Town's Planning Department planned development.
2. **Coordination with Other Water Suppliers:** Investigated projects involving coordination with other water utilities to supply water to the Town's water service area.
3. **Define Extent of Responsibility:** Defined the extent of Town's responsibility in the planning, financing, construction and operation of the water supply facilities that serves the Town's water service area.
4. **Existing System Water Supply Facilities Data and Analysis:** Determined the ability of facilities to serve existing and future customers in the water service area. Presented data and analysis for the following:
  - a. **Population and Water Demand Projections** - Projected water demand for a planning period based on the Town's existing and future service area boundary. The 10-year WSFWP also projected an additional 10 years to a 20-year planning horizon to concur with the 2020 CFWI RWSP timeframe. Prepared projections for a 20-year planning timeframe in five-year increments (2025, 2030, 2035, and 2040).
  - b. **Service Area Boundary** - Prepared Map(s) showing the existing and future service area boundaries.
  - c. **Existing Water Supply and Facilities** - Prepared an inventory and capacity analysis of the components of the existing water supply sources and facilities. Evaluated existing water supply and facilities for the following:
    - i. Water sources (traditional and alternative), including groundwater, surface water, aquifer storage and retrieval, conservation, desalination, and bulk purchase agreements.

- ii. Map(s) showing the general location of water sources.
  - iii. Design capacity of the production facilities, such as wells and storage reservoirs.
  - iv. Current permitted consumptive use by water source.
  - v. Design capacity of the treatment facilities and map(s) showing the general location of facilities.
  - vi. Design capacity of storage facilities and map(s) showing the general location of facilities.
  - vii. Design capacity of reuse facilities and areas served (not applicable at this time).
  - viii. Major components of the water distribution facilities.
- d. **Future Need** - Determined whether additional water supplies and facilities are needed to meet future demand over the 10-year planning period.
5. **Water Conservation and Water Reuse:** Identified current and future water conservation and water reuse programs and measures that the Town is promoting.
- a. Identified programs or projects for the Town to consider which included the following:
    - i. Efficient irrigation measures, such as soil moisture and rain sensor devices.
    - ii. Landscaping/Xeriscaping regulations and guidelines.
    - iii. Low impact development techniques.
    - iv. Plumbing fixtures requirements, such as low-flow showerheads.
    - v. Water meter management (Advanced Metering Infrastructure being installed).
    - vi. Water conservation rate structure.
    - vii. Leak detection program/Regular audits of water transmission and storage facilities.
    - viii. Determination of the feasibility of reuse/reclaimed water programs and projects.
    - ix. Water conservation and reuse education programs and community outreach.
  - b. Identified strategies for construction, extension, increase in capacity, and cost/funding of reuse and reclaimed water facilities.
  - c. Identified intergovernmental coordination mechanisms necessary for implementing regional water conservation and reuse programs.

- d. Assessed how much of future demand would be reduced as a result of water conservation and reuse programs to offset projected potable water demand.
6. **Capital Improvements:** Identified capital improvements needed to develop, treat, and deliver traditional and AWS sources to serve existing and new development for a 10-year planning period, including conservation measures and reuse supplies that can be used to offset potable water demand. Recommended revisions to the Comprehensive Plan Capital Improvements Element 5-year Capital Improvements Program (5-yr CIP). Recommended revisions are intended for capital improvements needed during the first five years of the planning period (FY-2022 to FY-2027).
7. **Amend Comprehensive Plan Goals, Objectives and Policies:** Provided a 10-year WSFWP for the Town to adopt into the Current Comprehensive Plan. Recommended revisions to the Town's Comprehensive Plan were reviewed by the Town Staff to identify the text, goals, objectives and policies that would be used to adopt the WSFWP into the Comprehensive Plan. Revisions are intended to show how the Town will meet water supply demands while reflecting consideration of the CFWI RWSP. If needed, Town Staff is required to implement the selected goals, objectives and policies element for adoption to the Comprehensive Plan.

## 2. Existing System Water Supply Facilities Data and Analysis

The Town owns and operates the WTP which has two (2) active public supply wells, cascade tray aerator for hydrogen sulfide treatment, one (1) Ground Storage Tank (GST), one (1) on-site Elevated Storage Tank (EST) off-line, one (1) off-site EST on-line , and three (3) high service pumps that pump into the distribution system.

In 2022, the Town provided 0.262 mgd- AADD of potable groundwater to approximately 2,988 customers. Future planned development plus vacant land infill is projected to increase demand to approximately 0.659 mgd to serve a population of approximately 6,648 by 2040.

This section will analyze the Town's existing system water supply facilities data to determine the extent of responsibility in planning, financing, constructing and operating of the water supply facilities that will serve the community. The following will be analyzed:

- Population and Water Demand Projections – 20-year Horizon (**Section 2.1**)
- Service Area (**Section 2.2**)
- Existing Water Supply and Facilities (**Section 2.3**)
- Future Needs (**Section 2.4**)

### 2.1 Population and Water Demand Projections (20-Year Horizon)

Based on the Town Planning Department known development plus infill of vacant parcels, the Town should plan for an increase in population over the next 20 years. As a result of planned development population increase, the projected potable water demands within the Town's service area are expected to increase. **Therefore, the Town will need to modify the CUP.**

The Town limits are unlikely to expand over the next twenty (20) years, however the infill, densification and vertical development is occurring within the service area. The 2020 US Census for the Town estimated 3.89 person per household (pphh). Therefore, the Town's population is expected to increase by 122% (from 2,988 in 2020 to 6,648 in 2040).

**Table 2-1** presents the future population and potable water demands projected based on future development plus infill of vacant parcels. The projected future developments will increase the Town's projected potable water demand by approximately 146% (from 0.268 mgd in 2020 to 0.659 mgd in 2040). **Appendix C** presents the population and water demand projections for the next 20 years.

**TABLE 2-1: Population and Potable Water Demand Projections**

PARAMETERS		Population Projection		Annual Average Daily Demand Projections		Permitted CUP Withdrawal Allocation <sup>(a)</sup>	% CUP Limit	Overall Per Capita
Year (5-year increments)		2020 CFWI RWSP <sup>(b)</sup>	Town Projections <sup>(c)</sup>	2020 CFWI RWSP <sup>(d)</sup>	Town Projections			(per Town Projections)
HISTORICAL	2015	2,324	2,669	0.33	0.33	0.40	82%	123
	2016	---	2,696	---	0.31	0.40	78%	116
	2017	---	2,723	---	0.33	0.40	82%	120
	2018	---	2,777	---	0.32	0.40	79%	114
	2019	---	2,832	---	0.32	0.40	79%	111
	2020	2,501	2,886	0.33	0.27	0.40	67%	93
	2021	---	2,941	---	0.26	0.40	66%	90
	2022	---	2,988	---	0.26	0.40	66%	88
PROJECTED	2025	2,658	4,641	0.35	0.46	0.40	115%	99
	2030	2,701	6,201	0.35	0.61	0.40	154%	99
	2035	2,702	6,648	0.35	0.66	0.40	165%	99
	2040	2,702	6,648	0.35	0.66	0.40	165%	99
Increase from 2020		+201	+3,762	+0.02	+0.39			
% Increase from 2020		+8%	+122%	+6%	+146%			

a. Source: CUP No. 3407, issued 2012, expires 2032.

b. Source: CFWI Appendix A Table A-5a.

c. Source: 2020 US Census = 3.89 pphh

d. Source: CFWI Appendix A Table A-5b.

**Graph 2-2** and **Graph 2-3** present the trends of population growth and potable water demand projections, respectively. The following projections are shown:

1. 2020 CFWI RWSP Projections; and
2. Projections based on Town Planning Department known development.

**The Town's population projections do not concur with 2020 CFWI RWSP projections. Therefore, the Town should coordinate with the SJRWMD to adjust future CFWI projections.**

## 2.2 Potable Water Service Area

**Figure 2-1** presents the location map of the Town's treatment facility, the potable water distribution system, and the location of water supply sources throughout the Town service area. The Town is located in Central Florida in Orange County. The Town is contiguous to the City of Winter Park (Winter Park) to the south; the City of Maitland (Maitland) to the north and east; and unincorporated Orange County to the west and south. The Town's potable water service area encompasses approximately 1 square mile and consists of a light commercial, multi-family and single-family residential users. Potable water is provided to Town's customers via retail service connections.

## 2.3 Existing Potable Water Supply and Facilities

Withdrawal of ground and surface waters as a source of raw supply water for treatment is governed and permitted by the SJRWMD under CUP No. 3407-4. The permitted annual average groundwater withdrawal allocation is 0.40-mgd. CUP No. 3407-4 was issued on December 17, 2012 and expires December 17, 2032.

The Town's potable water treatment system is identified by the FDEP as PWS No. 3480327. The FDEP max-day design rated capacity is 1.44-mgd for PWS No. 3480327. Currently, the WTP operate at 0.72-mgd maximum daily demand, which is approximately 50% of the max-day design capacity.

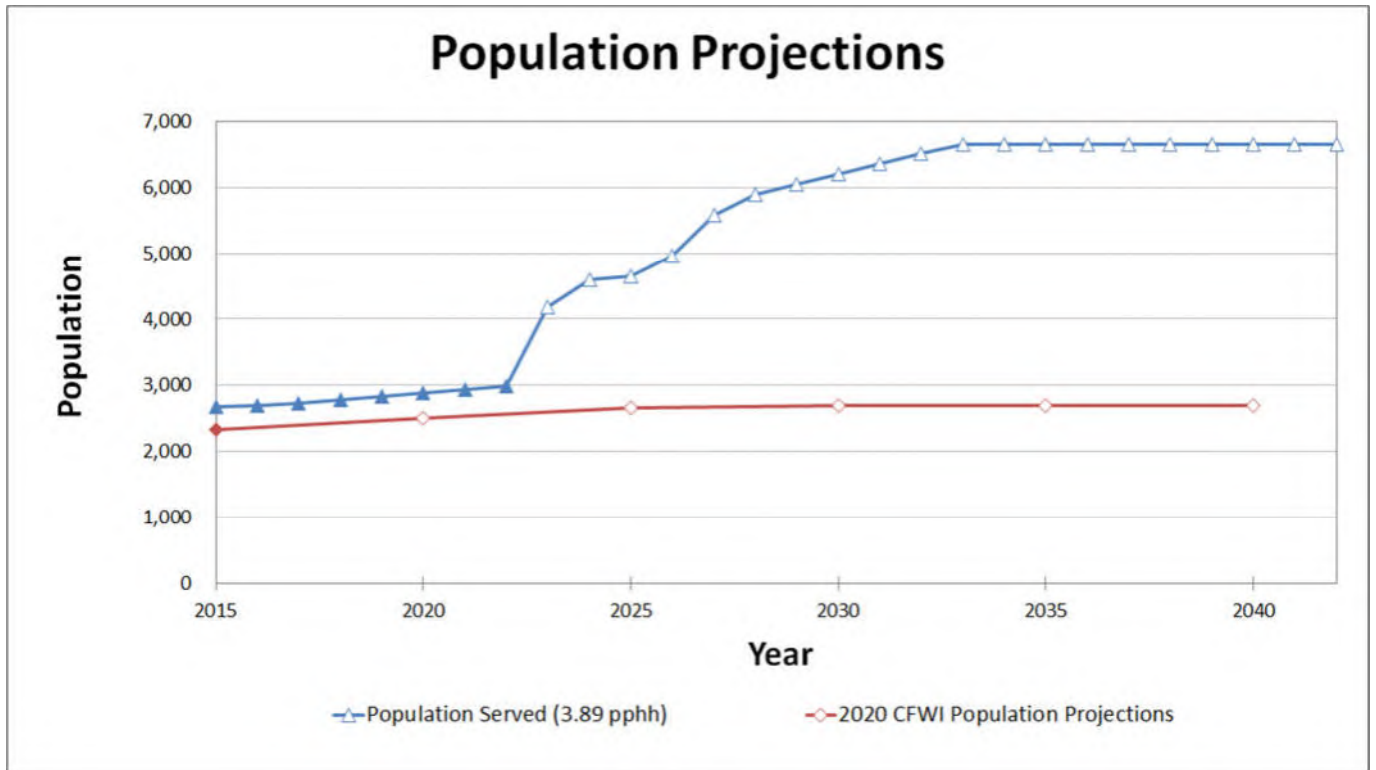
### 2.3.1 Potable Water Supply

As shown in **Figure 2-1** the raw water from the public supply wells is treated at the WTP for use as potable water. **Table 2-2** presents a summary of the raw groundwater well characteristics that are currently in service (active). Both UFA wells are active, each with an installed rated capacity of 500 gpm.

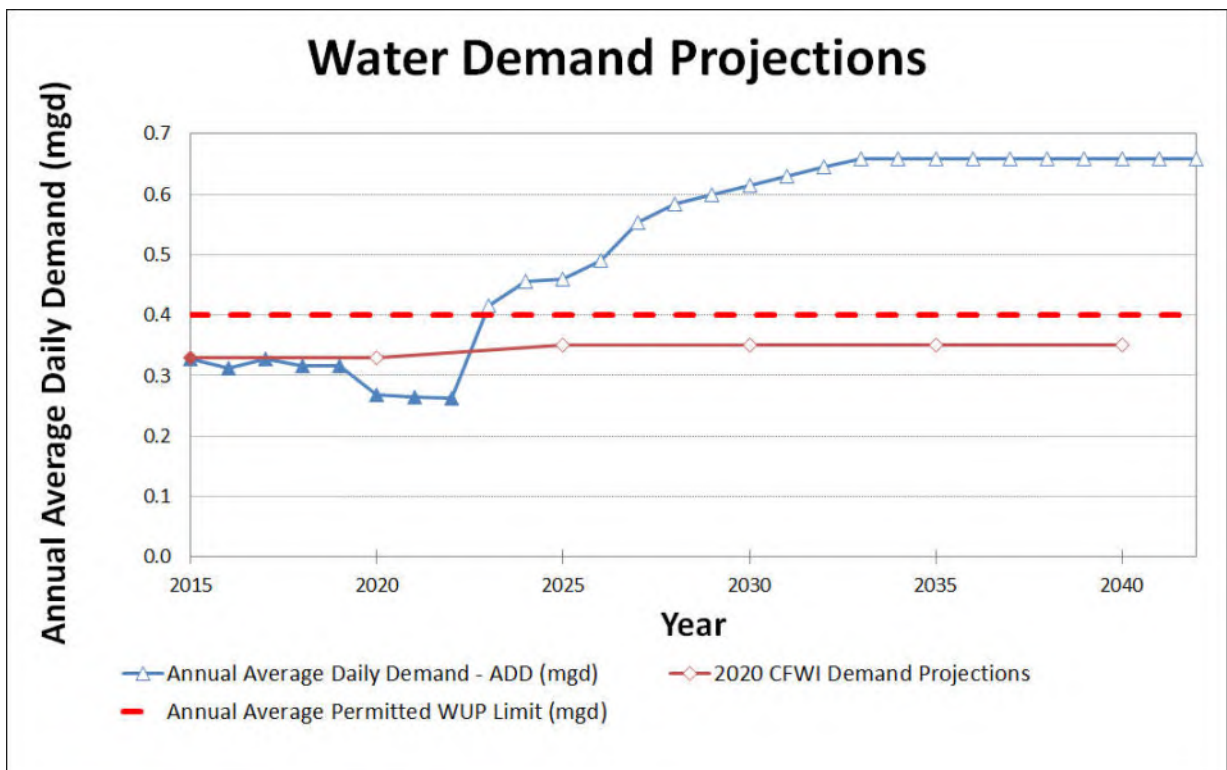
**Table 2-3** presents the annual average daily demand from the potable supply from January 2015 to December 2022 from the UFA wells tabulated based on SJRWMD Water Use Pump Reports (EN-50s). At this time, approximately 100% of the public water supply is derived from the UFA.

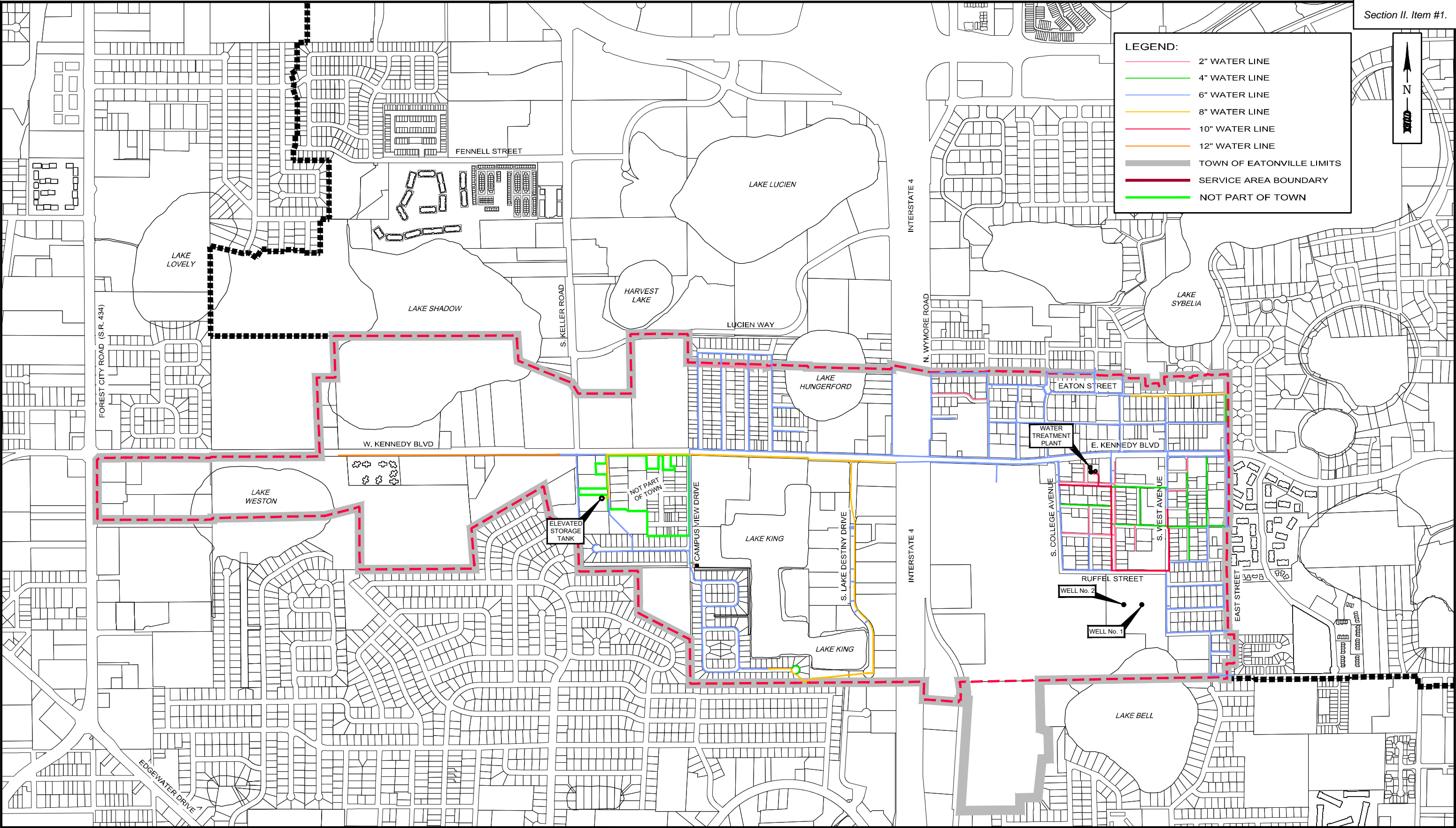


**GRAPH 2-2: Potable Water Service Population Growth Projections**



**GRAPH 2-3: Potable Water Demand Projections**





Designed by:	X	Date: 6/19/23
Drawn by:	GCM	Job No. E6613
Checked by:	MEI	File:Distribution
Approved by:	X	
Scale:	1" = XX'	© 2023



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**TOWN OF EATONVILLE**

**WATER DISTRIBUTION SYSTEM**

**WATER SUPPLY FACILITIES WORK PLAN**

**TABLE 2-2: Summary of Public Supply Source Characteristics <sup>(a)</sup>**

Florida Unique Well ID	Well ID	Casing Diameter (in.)	Casing Depth (ft.)	Total Depth (ft.)	Pump Capacity <sup>(b)</sup>	Source Name <sup>(c)</sup>	Status
					Rated (gpm)		
AAI5812	Well #1 - East	12	205	601	677	UFA	Active
AAI5809	Well #2 - West	12	207	601	667	UFA	Active
Total Well Capacity					1,344		
Firm Well Capacity (largest well off-line)					667		

(a) Source: FDEP 2017 Sanitary Sewer Survey

(b) Based on FRWA calibration report – June 6, 2023

(c) UFA = Upper Floridan Aquifer

**TABLE 2-3: Potable Supply Annual Average Daily Demand (2015 to 2020)**

Parameter	WTP No. 1		TOTAL		CUP Allocations	
	Well No. 3	Well No. 4	Annual Average Daily Demand	Peak Month	Annual Average Daily Limit	Annual Average Daily Limit
Year	(mgd)	(mgd)	(mgd)	(mgd)	(mgd)	(%)
Average (5-yr) 2018-2022	0.128	0.127	0.255	0.523	0.400	64%
Percent	50%	50%	100%			
2015	0.164	0.164	0.328	0.412	0.400	82%
2016	0.156	0.156	0.312	0.364	0.400	78%
2017	0.254	0.072	0.326	0.459	0.400	81%
2018	0.111	0.111	0.222	0.342	0.400	55%
2019	0.136	0.135	0.272	0.795	0.400	68%
2020	0.070	0.070	0.139	0.331	0.400	35%
2021	0.192	0.192	0.384	0.573	0.400	96%
2022	0.129	0.129	0.257	0.573	0.400	64%

### 2.3.2 Potable Water Treatment, Storage and Pumping

**Table 2-4** presents the potable water system water supply, pumping and storage facilities capacities for PWS No. 3480327. **Table 2-5** presents a summary of the required capacity needs to meet future demands compared to rated component capacities at the WTP.

The WTP provides the following treatment processes:

- Aeration for hydrogen sulfide (H<sub>2</sub>S) removal
- Disinfection with free chlorine using 12% liquid chlorine (NaOCl)

Treated water is stored on-site in a ground storage tank (GST) at the WTP and pumped into the distribution system to the off-site elevated storage tank (EST) to maintain a target pressure of 75 psi to serve potable water demands.

### 2.3.3 Auxiliary Power

The two (2) off-site wells have auxiliary power supplied by a 60 kW diesel generator. **The generator has sufficient power to serve electrical demands of only one (1) well pump motor at a time.** The well pump motors each are 40 hp for a total 80 hp.

The WTP has stand-by power supplied by an on-site 150 KW diesel generator with sufficient capacity to power the WTP's electrical demands for the treatment equipment and high service pumps (HSPs) (approximately 120 hp). The generator is equipped with automatic transfer switches (ATS) that call for automatic generator start-up in the event of power loss to the facility.

## 2.4 Water Reclamation

The Town of Eatonville does not currently have water reclamation facilities to convert wastewater to reclaimed water for irrigation purposes. Instead, the Town has a sanitary sewer wastewater collection and transmission system which conveys wastewater to Altamonte Springs (see **Figure 2-2**). Per the 2023 Wastewater Master Plan, the Town has plans to reduce inflow and infiltration and update an existing lift station to current requirements as follows:

- Lake Lovely Service Area - Lining/Point Repair/Partial Replacement
- Eastern Service Area - Lining/Point Repair/Partial Replacement
- Vereen Lift Station – Upsize capacity/Provide auxiliary power/Update to current design standards

**TABLE 2-4: Town of Eatonville Potable Water System  
Water Supply, Treatment, Pumping, and Storage Facility Rated Capacities**

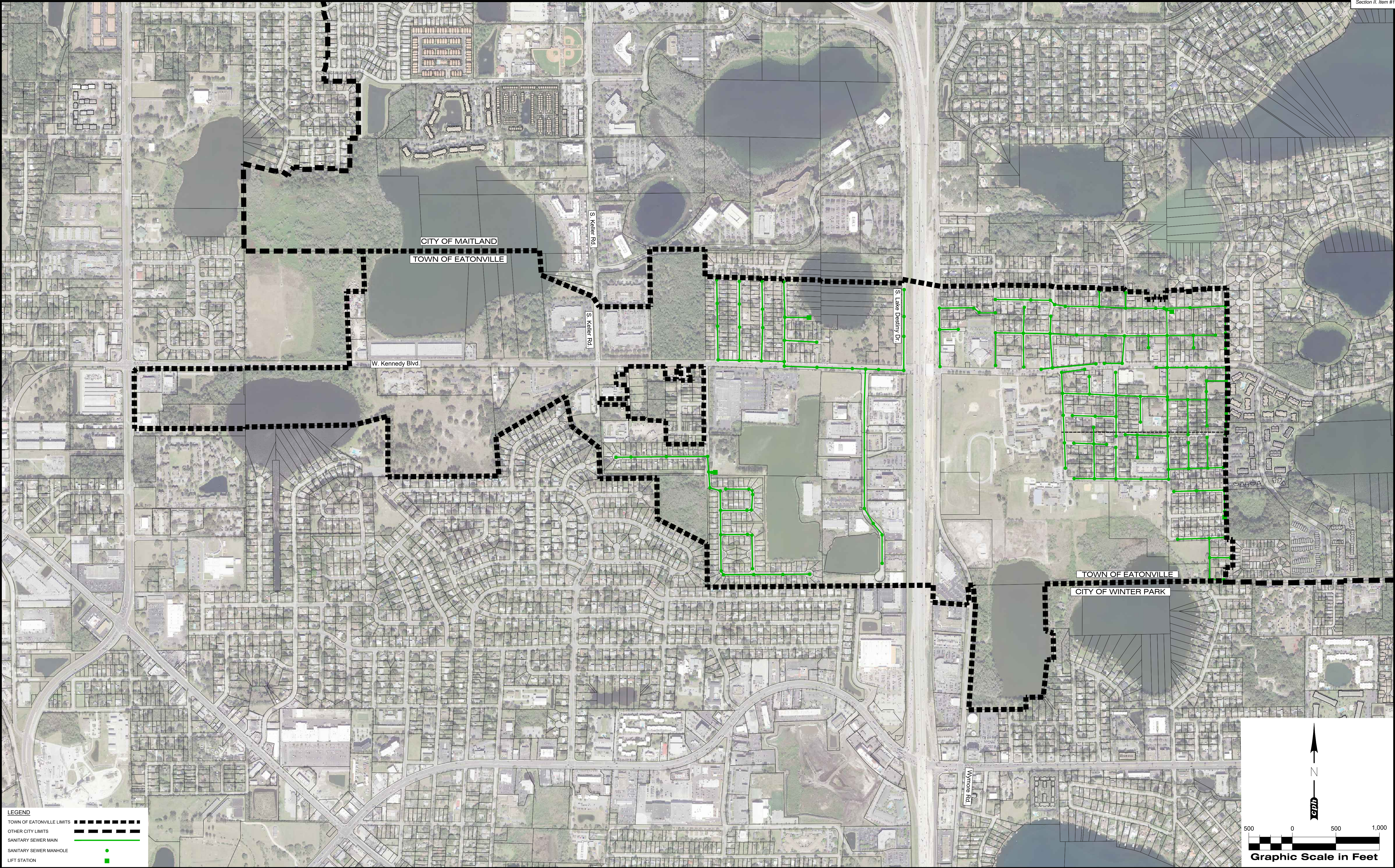
PARAMETER	Value	COMMENT
<b>SJRWMD Withdrawal Allocation</b>		
CUP Limit	0.40-mgd	Source: SJRWMD CUP No. 3407
<b>FDEP Rated Capacity</b>		
Max-Day Design Capacity	1.44-mgd	Source: 2017 FDEP Sanitary Survey PWS No. 3480327
<b>Well Production Capacity</b>		
Well #1-East	677 gpm	Rated Capacity
Well #2-West	667 gpm	Rated Capacity
<b>Total</b>	<b>1,344 gpm</b>	Requirement: MDD + FF
	<b>1.94 mgd</b>	
<b>Firm (Largest Well Off-Line)</b>	<b>667 gpm</b>	Requirement: MDD or ADD
	<b>0.96 mgd</b>	
<b>Storage Capacity</b>		
On-Site GST	0.2-MG	Rated Capacity – 2017 Sanitary Survey
On-Site EST	Off-line	
Off-Site EST	0.2-MG	Rated Capacity – 2017 Sanitary Survey
<b>Total</b>	<b>0.4-MG</b>	Requirement: 25% MDD
	<b>1.6-mgd</b>	
<b>High Service Pumping Capacity</b>		
HSP 1-East	500 gpm	Rated Capacity – 2017 Sanitary Survey
HSP 1-West	500 gpm	Rated Capacity – 2017 Sanitary Survey
HSP 1-South	800 gpm	Rated Capacity – 2017 Sanitary Survey
<b>Total</b>	<b>1,800 gpm</b>	Requirement PHD
	<b>2.59 mgd</b>	
<b>Firm (Largest HSP Off-Line)</b>	<b>1,000 gpm</b>	Requirement MDD + FF
	<b>1.44 mgd</b>	



**TABLE 2-5: Summary of Required Component Capacities to Meet Future Demands**

PARAMETER							COMMENTS
	2015	2020	2025	2030	2035	2040	
Potable Water Use							
Total # of Active Service Water Connections	686	742	1,193	1,594	1,709	1,709	
Service Connections per Year	---	14	12	40	0	0	
Future Cumulative Dwelling Units			425	826	941	941	Plans for New Developments
Persons per Household (pphh) - Connection	3.89	3.89	3.89	3.89	3.89	3.89	2020 US Census = 3.89 persons per household
Per Capita Usage (gpcd)	123	93	99	99	99	99	Town of Eatonville LOS 350 gpd per ERU
Population Served (3.89 pphh)	2,669	2,886	4,641	6,201	6,648	6,648	
Annual Average Daily Demand - ADD (mgd)	0.33	0.27	0.46	0.61	0.66	0.66	
Max Day Demand - MDD (mgd)	0.68	0.81	1.29	1.72	1.85	1.85	
MDD/ADD Peaking Factor	2.07	3.01	2.81	2.81	2.81	2.81	Average 2018 to 2022
PHD/ADD Peaking Factor	4.14	6.03	5.61	5.61	5.61	5.61	2 * MDD/ADD peaking factor
PHD (gpm)	940	1,122	1,792	2,394	2,567	2,567	
2020 CFWI Population Projections	2,324	2,501	2,658	2,701	2,702	2,702	
2020 CFWI Demand Projections	0.33	0.33	0.35	0.35	0.35	0.35	
CFWI 2025 Limit	0.35	0.35	0.35	0.35	0.35	0.35	
2025 UFA Adjusted AADD	0.33	0.27	0.46	0.46	0.46	0.46	
AWS Need Beyond 2025	0.00	0.00	0.00	0.15	0.20	0.20	
Proposed Adjusted CUP Limit to 2025 Demands	0.46	0.46	0.46	0.46	0.46	0.46	Based on CFWI UFA Withdrawal Limits
Permitted Groundwater Withdrawal Allocation							
Annual Average Permitted WUP Limit (mgd)	0.40	0.40	0.40	0.40	0.40	0.40	
ADD (mgd)	0.33	0.27	0.46	0.61	0.66	0.66	
ADD WUP Surplus/Deficit (mgd)	0.07	0.13	(0.06)	(0.21)	(0.26)	(0.26)	
Percent WUP Allocation (%)	82%	67%	115%	154%	165%	165%	Begin Planning @ 90%
Rated Maximum-Day Design Capacity							
Max Day Design Capacity (mgd)	1.44	1.44	1.44	1.44	1.44	1.44	FDEP PWS No. 6530431
MDD (mgd)	0.68	0.81	1.29	1.72	1.85	1.85	
Design Surplus/Deficit (mgd)	0.76	0.63	0.15	(0.28)	(0.41)	(0.41)	
Percent Design Capacity (%)	47%	56%	90%	120%	128%	128%	Begin Planning @ 75% Capacity
Well Production Capacity (TOTAL)							
Total Well Capacity (gpm)	1,344	1,344	1,344	1,344	1,344	1,344	FGUA Meter Calibration 6/6/2023
MDD + FF (gpm)	1,470	1,561	1,896	2,197	2,283	2,283	FDEP 62-555.315(3) -> Total > MDD + FF
Total Well Surplus/Deficit (gpm)	(126)	(217)	(552)	(853)	(939)	(939)	
Percent Total Well Capacity (%)	109%	116%	141%	163%	170%	170%	Begin Planning @ 75% Capacity
Well Production Capacity (FIRM - Largest Well Off-Line)							
Firm Well Capacity (gpm)	667	667	667	667	667	667	Largest Well Off-line - FGUA Meter Calibration 6/6/2023
MDD (gpm)	470	561	896	1,197	1,283	1,283	FDEP 62-555.315(3) -> Firm > ADD (preferably MDD)
Firm Well Surplus/Deficit (mgd)	197	106	(229)	(530)	(616)	(616)	
Percent Firm Well Capacity (%)	70%	84%	134%	179%	192%	192%	Begin Planning @ 75% Capacity
Storage							
On-Site GST (MG)	0.20	0.20	0.20	0.20	0.20	0.20	2021 Sanitary Survey
On-Site EST (MG)	0.00	0.00	0.00	0.00	0.00	0.00	Off-Line (200,000 gal)
Off-Site EST (MG)	0.20	0.20	0.20	0.20	0.20	0.20	
Total Storage Available (MG)	0.40	0.40	0.40	0.40	0.40	0.40	
Equivalent MDD Available Storage (mgd)	1.60	1.60	1.60	1.60	1.60	1.60	FDEP 62-555.320(a) -> MG = 25%MDD (mgd)
Required 25% MDD Storage (MG)	0.17	0.20	0.32	0.43	0.46	0.46	
Required Fire Flow Storage (MG)	0.12	0.12	0.12	0.12	0.12	0.12	FF = 1,000 gpm for 2 hours
Required 4-Log CT Storage (MG)	0.01	0.01	0.01	0.01	0.01	0.01	0.5 mg/L @ CT = 4 mg/L-min
Total Storage Required (MG)	0.30	0.34	0.46	0.57	0.60	0.60	
Storage Capacity Surplus/Deficit (MG)	0.10	0.06	(0.06)	(0.17)	(0.20)	(0.20)	
Percent Storage Capacity (%)	76%	84%	114%	141%	149%	149%	Begin Planning @ 75% Capacity
High Service Pumping (TOTAL)							
Installed HSP Capacity (gpm)	1,800	1,800	1,800	1,800	1,800	1,800	2021 Sanitary Survey
Required Capacity - PHD (gpm)	940	1,122	1,792	2,394	2,567	2,567	
Installed HSP Surplus/Deficit (gpm)	860	678	8	(594)	(767)	(767)	
Percent HSP Capacity (%)	52%	62%	100%	133%	143%	143%	Begin Planning @ 75% Capacity
High Service Pumping (FIRM)							
Firm HSP Capacity (gpm)	1,000	1,000	1,000	1,000	1,000	1,000	2021 Sanitary Survey
Required Capacity = MDD + FF (gpm)	1,470	1,561	1,896	2,197	2,283	2,283	Largest HSP Off-Line at each WTP
Firm HSP Surplus/Deficit (gpm)	(470)	(561)	(896)	(1,197)	(1,283)	(1,283)	
Percent HSP Capacity (%)	147%	156%	190%	220%	228%	228%	Begin Planning @ 75% Capacity





Designed by:	-	Date: 5/16/2023
Drawn by:	GCM	Job No. E6614
Checked by:	-	File: sewer.dwg
Approved by:	-	
Scale:	AS SHOWN	© 2023



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TOWN OF EATONVILLE

SANITARY SEWER SERVICE AREA



## 2.5 Future Needs

**Graph 2-4** presents the projected potable water demand needs to the 2040 horizon. Impacts to the existing SJRWMD permitted groundwater supply and FDEP rated design capacities of the WTP were explored using the projected potable water projections. An additional AWS supply will need to be explored by the Town to support projected future growth and limitations from the CFWI beyond 2025.

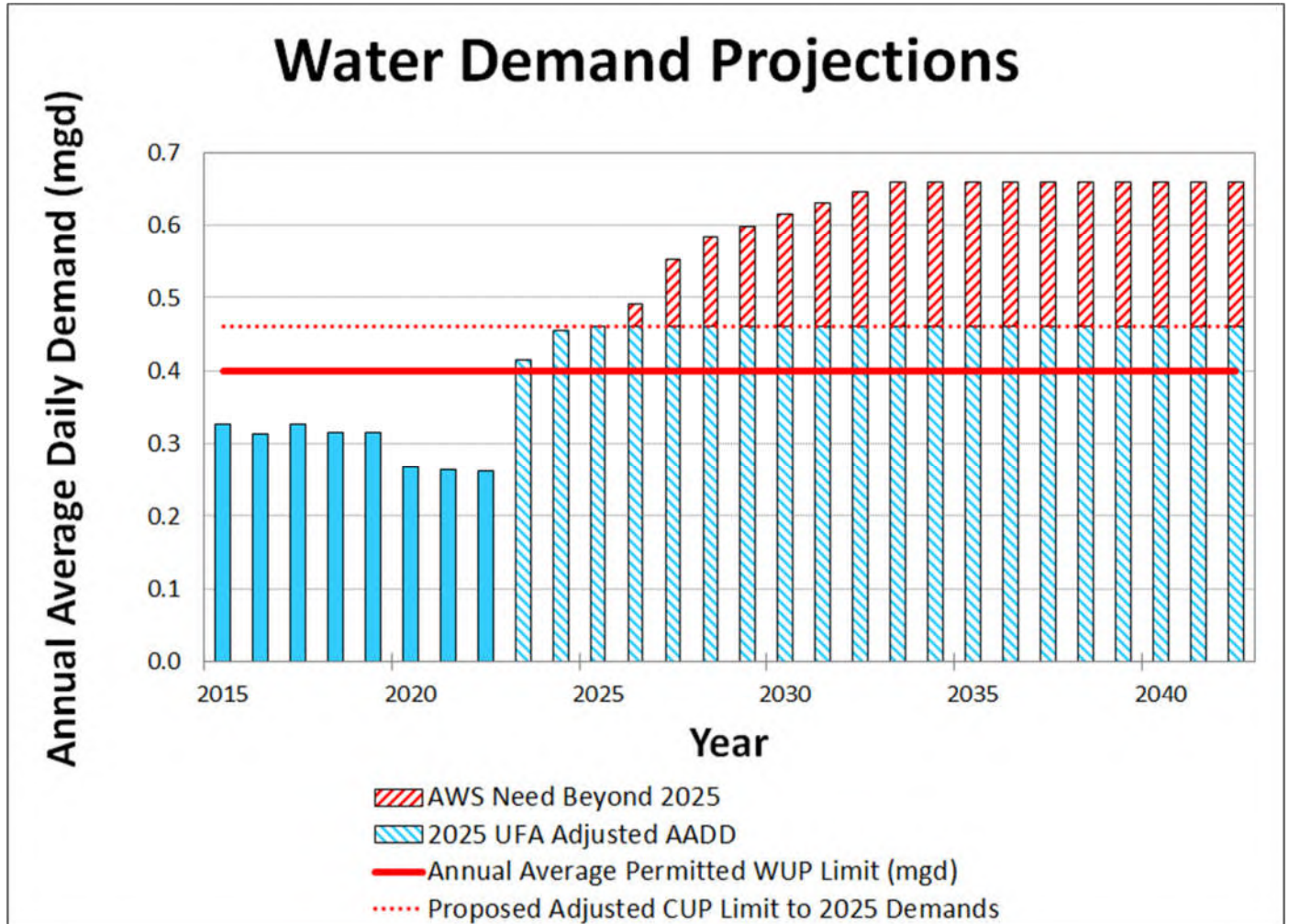
Historical data should be compared to the planning assumptions of the 2018 Comprehensive Plan Amendment. *Note: Adjustments to the projections may be necessary to plan facility upsizing and master planning during design and permitting activities.*

Adjusted potable water demand, is projected to increase to the 2040 horizon. Future needs for the water system are noted as follows:

1. Modify CUP limit to 0.420-mgd AADD relative to the CFWI 2025 UFA limitations.
2. Increase well pumping capacity by at least 1,000 gpm (from 1,344 gpm to 2,300 gpm).
3. Add additional GST to increase storage capacity by at least 200,000 gallons (from 400,000 gal to 600,000 gal).
4. Increase HSP capacity by at least 1,300 gpm (from 1,800 gpm to 3,100 gpm).
5. Rerated WTP by at least 0.41-mgd (from 1.44 mgd to 1.85 mgd).
6. Explore AWS opportunities to provide an additional 0.2-mgd such as:
  - Increase conservation efforts to reduce per capita
7. Reduce I&I.
8. Update existing lift stations to current requirements.



GRAPH 2-4: Projected Potable Water Demand Relative to CFWI UFA Limit of 0.420-mgd



### 3. Water Conservation and Water Reuse

The Town shall provide cost effective water service to accommodate existing and future development. The Town will also continue to participate in SJRWMD outreach programs and implement applicable District Water Supply Plan (DWSP) policies. Water conservation will be promoted via the monitoring of wells found on undeveloped property, wetland conservation, and preservation of the 100-year floodplain.

The Town will enforce more effective stormwater management policies to abate surface water pollution and deterioration of the Floridian aquifer. This includes coordination with SJRWMD in order to recapture water supply through aquifer recharge, storage, and recovery. The Town will also encourage the use of draught tolerant vegetation.

Wastewater is sent to the City of Altamonte Springs for treatment and reuse. The Town has no significantly large lands to warrant the implementation of a reuse program; therefore, the Town is planning to continue the agreement with the City of Altamonte Springs.

#### 3.1 Existing Water Conservation Policies

The Town's Current Water Conservation Policies are as follows:

- Potable Water Element
  - Policy 7.1.1 – Coordination with SJRWMD and more effective stormwater management
  - Policy 7.3.2 – Intergovernmental coordination to protect water resources
  - Policy 7.6.1 – Develop water conservation program
  - Policy 7.6.2 – Require installation of water conservation devices
  - Policy 7.6.5 – Coordination with SJRWMD regarding the Town's work plan and the SJRWMD's Water Supply Plan
  - Policy 7.6.6 – Monitor the drilling of new wells and enforce emergency conservation of groundwater
  - Policy 7.6.8 – Drought resistant vegetation
- Natural Groundwater and Aquifer Recharge Element
  - Policy 8.2.1 – Needs and sources inventory
  - Policy 8.2.2 – Monitoring and elimination of adverse impacts of septic tanks
  - Policy 8.2.5 – Development of a water conservation awareness plan highlighting the importance of groundwater resources

- Policy 8.2.12 – Increase gray water systems usage
- Policy 8.3.2 – Eliminate detected contamination sources impacting local water quality
- Policy 8.3.4 – Enforcement of proper disposal of hazardous waste
- Policy 8.4.1 – Protect highly effective aquifer recharge areas
- Conservation Element
  - Policy 9.2.1 – Adopt water quality standards for surface water bodies
  - Policy 9.2.2 – Report all water pollution sources to the Orange County Environmental Protection Department
  - Policy 9.2.3 – Monitoring of water quality and identification of pollution sources
  - Policy 9.3.2 – Protect against groundwater pollution
  - Policy 9.3.4 – Protection of water quality through restricting the development of environmentally sensitive lands
  - Policy 9.3.5 – Wellfield protection program
  - Policy 9.8.1 – Concurrency management system to track potable water availability
  - Policy 9.8.5 – Promote water-conserving landscaping practices
  - Policy 9.10.1 – Acquisition of environmentally sensitive land

### 3.2 Suggested Water Conservation Policies

**The Town's main strategy to meet future water demand is to optimize water use through the following:**

- **Conservation efforts such as installation of water conservation devices;**
- **Promote water-conserving landscaping practices; and**
- **Establish tiered water rate fees.**

Other strategies; such as converting septic tanks/drainfields to a central system, stormwater capture harvesting for irrigation and installation of reclaimed water for irrigation are not economically feasible, at this time. Also, the Town does not plan or consider to pursue any regional AWS, at this time.

## 4. Capital Improvements

This section of the WSWFP summarizes major capital improvements necessary to develop, treat, and distribute water for the period of 10 years. The proposed capital improvements are based on the projected demands to supply source water and meet treatment, storage and pumping needs to 2040.

### 4.1 Major Capital Improvements in CIP Budget

**Table 4-1** summarizes the cost for identified capital improvements to meet the Town's current and future utility needs. The total probable project cost to implement the proposed projects is approximately **\$31.5 Mil over the next 10 years**. The Town's Current CIP projects are presented in **Appendix D**.

The Town will continue to evaluate capacity and infrastructure needs to meet projected water demands of future growth; and coordinate capacity and facility expansions with the Future Land Use Map from the Town Development Services Department as guidance to prioritize expansion and upgrade the facilities. Major improvements in the current CIP budget identified in this WSWFP to meet future demands include the following:

1. Modify CUP limit to 0.420-mgd AADD relative to the CFWI 2025 UFA limitations.
  - a. Permit LFA well to meet future demands. Includes Extended Period Simulation (EPS) hydrogeologic modeling impact evaluation. **\$75,000**
  - b. Design/Construct/Test LFA well to meet demands beyond 2025. **\$2.0 Mil**
2. Increase existing well pumping rated capacity by at least 1,300 gpm (from 1,000 gpm to 2,300 gpm).
  - a. Conduct well pump yield step drawdown test. **\$25,000 each = \$50,000**
  - b. Upsize well pump and motors. **\$75,000 each = \$150,000**
3. Design/Construct New WTP to refurbish/Replace Existing WTP.
  - a. Demolish 0.2-MG EST. **\$50,000**
  - b. Design/Construct new Public Works Building (100 x 50) . Prefabricated Metal Building. **\$1.1 Mil**
  - c. Demolish existing Public Works Building. **\$20,000**
  - d. Design/Construct new HSP Building (Includes new HSPs, chemical feed systems and diesel generator). **\$4.6 Mil**
  - e. Construct new 0.5-MG GST. **\$1.0 Mil**
4. Design/Construct Upsize WTP discharge water main pipe from WTP to Kennedy Blvd. **\$213,000**

- a. 16-inch from WTP to Lemon Street
  - b. 12-inch along Lemon Street
  - c. 10-inch along College Avenue
5. Design and Replace A/C pipe along Kennedy Blvd from East Street to Deacon Jones. **\$2.0 Mil**
6. Prepare PDR for upsizing to 8-inch pipes along selected roadways. **\$35,000**
7. Establish water distribution R/R program to replace water mains less than 6-inches and substandard materials (Asbestos Cement/Galvanized/Unlined Cast Iron). **\$100,000 per year**
8. Explore AWS opportunities to provide an additional 0.2-mgd such as:
  - a. Conduct Impact Fee and Rate Study to establish impact fees for new development and a tiered rate structure for high water users. **\$25,000**
9. Design and Construct I&I Improvements
  - a. Lake Lovely Service Area - Lining/Point Repair/Partial Replacement. **\$3.6 Mil**
  - b. Eastern Service Area - Lining/Point Repair/Partial Replacement. **\$13.7 Mil**
10. Refurbish Vereen LS to current requirements. **\$665,000**

## 4.2 Additional Water System Recommendations

The Town is actively working on or should consider budgeting the CIP with the following projects:

1. Develop and implement a Preventive Maintenance Program (PMP) with asset management database for scheduling preventative maintenance inspections to optimize asset management. PMP will inventory and determine conditions of existing assets to maintain reliability and reduce operations and maintenance (O&M) costs. **\$25,000**
2. Update Potable Water and Wastewater Master Plan every 5 years to reflect conditions that may change within the Town's service area. Periodic hydraulic modeling of the overall system should be performed to optimize distribution system piping and the Town's provision to service customers with improved water pressure, improved water quality, increased reliability and increased consumer confidence. **\$40,000 each = \$80,000**
3. Investigate improvements to optimize, monitor and control actual well pump yield capacities. Items to consider for the well pump and well head assemblies include the following:
  - a. Add well level sensors to optimize well production. **\$10,000**
  - b. Add conductivity meter to monitor well field production water quality. **\$5,000**

Town of Eatonville  
Water Supply Plan  
TABLE 4-1 Suggested 5-yr CIP

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	CIP #	PARAMETER	Priority	Length	Upgrade/ Size	LOS Impact	Funded (Yes/No)	Funding Source	Project Costs						
2		Description								FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027 to 2032
3										Requested	Proposed	Proposed	Proposed	Proposed	Proposed
4		POTABLE WATER (PW)													
5	PW-01	Modify CUP - Use Extended Period Simulation (EPS) Hydrogeological Model	1			Increase Capacity	No		\$ 75,000	\$ 75,000					
6	PW-02	Conduct Well Pump Yield Drawdown Test	1			Increase Capacity	No		\$ 50,000		\$ 50,000				
7	PW-03	Upsize Well Pumps and Motors	2			Increase Capacity	No	Impact fees	\$ 150,000			\$ 150,000			
8	PW-04	Design/Construct/Test LFA Well	3	1000	1500	Increase Capacity	No		\$ 2,000,000						\$ 2,000,000
9	PW-05	Prepare PDR for Alternative GST Improvements	1			Improve System Reliability	No		\$ 25,000	\$ 25,000					
10	PW-06	Prepare PDR for Alternative HSP Improvements	1			Improve System Reliability	No		\$ 25,000	\$ 25,000					
11	PW-07	Design and Construct New 0.5-MG GST	2		0.5	Increase Capacity	No	Impact fees	\$ 1,150,000			\$ 150,000	\$ 1,000,000		
12	PW-08	Design and Construct New HSP/Chemical Handling/Electrical Room	2			Improve System Reliability	No		\$ 4,600,000				\$ 600,000	\$ 4,000,000	
13	PW-09	Prepare PDR for upsizing to 8-inch pipes	1			Improve System Reliability	No		\$ 35,000	\$ 35,000					
14	PW-10	Design/Construct Upsized Discharge from WTP to Kennedy Blvd	1	710		Improve System Reliability	No	Impact fees	\$ 213,000		\$ 213,000				
15	PW-11	Design/Construct Replacement of A/C pipe along Kennedy Blvd from East Street to Deacon Jones	2	5,850		Improve System Reliability	No	Repair/Replacement	\$ 2,018,000			\$ 263,000	\$ 1,755,000		
16	PW-12														
17	PW-13								\$ -						
18		SUBTOTAL - Potable Water							\$ 10,341,000	\$ 160,000	\$ 263,000	\$ 563,000	\$ 3,355,000	\$ 4,000,000	\$ 2,000,000
19															
20		WASTEWATER													
21	WW-01	Upgrade Vereen Lift Station	1			Improve System Reliability	Yes	Stag Grant	\$ 745,000	\$ 80,000	\$ 665,000				
22	WW-02	Survey/Design/Construct Lining/Point Repair/Partial Replacement - Lake Lovely Service Area	2			Reduce I&I	Yes	SRF Grant 90% Forgiveness	\$ 3,560,000		\$ 222,000	\$ 1,669,000	\$ 1,669,000		
23	WW-03	Survey/Design/Construct Lining/Point Repair/Partial Replacement - Eastern Service Area	3			Reduce I&I	Yes	SRF Grant 90% Forgiveness	\$ 13,658,000			\$ 854,000	\$ 4,268,000	\$ 4,268,000	\$ 4,268,000
24	WW-04								\$ -						
25	WW-05								\$ -						
26		SUBTOTAL - Wastewater							\$ 17,963,000	\$ 80,000	\$ 887,000	\$ 2,523,000	\$ 5,937,000	\$ 4,268,000	\$ 4,268,000
27															
28		MISCELLANEOUS (MS)													
29	MS-01	Renewal & Replacement	0				No		\$ 1,000,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
30	MS-02	Conduct Water/Wastewater Impact Fee & Rate Study	0				No		\$ 25,000	\$ 25,000					
31	MS-03	Demolish Exisiting 0.2-MG EST	1				No		\$ 50,000		\$ 50,000				
32	MS-04	Design/Construct New Public Works Maintenance Building - 100x50 PFMB	2				No		\$ 1,100,000			\$ 100,000	\$ 1,000,000		
33	MS-05	Demolish Exisiting Public Works Building	2				No		\$ 20,000					\$ 20,000	
34	MS-06								\$ -						
35	MS-07								\$ -						
36		SUBTOTAL - Miscellaneous							\$ 2,195,000	\$ 125,000	\$ 150,000	\$ 200,000	\$ 1,100,000	\$ 120,000	\$ 500,000
37															
38		Capital Outlay (CO)													
39	CO-01	Vehicle Replacement/Repair	0				No		\$ 500,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
40	CO-02	Install New AMI Water Meters	0				No		\$ 500,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
41	CO-03								\$ -						
42	CO-04								\$ -						
43		SUBTOTAL - Capital Outlay							\$ 1,000,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
44															
45															
46		FISCAL YEAR TOTALS							\$ 31,499,000	\$ 465,000	\$ 1,400,000	\$ 3,386,000	\$ 10,492,000	\$ 8,488,000	\$ 7,268,000
47															
48															
49															
50															
51															
52															

Priority

0 In Progress 0 -1 yrs.

1 Immediate 1 - 3 yrs.

2 Near-Term 3 - 5 yrs.

3 Long-Term Beyond 5 yrs.

### 4.3 Cost Estimate Assumptions

Estimated cost for identified improvements should be considered a budgetary planning guide. As the Town considers moving forward with proposed projects, costs should be updated to reflect changes that may have occurred and to account for inflationary effects. CIP costs presented in this section were updated based on the following parameters:

- Assumptions for suggested improvements based on the Town's 2018 Master Plan
- Town provided updated CIP costs
- Vendor Costs
- Similar Project costs
- Continuing contract costs
- Town Available funds
- All costs presented are referenced to 2023 dollars.

The cost assumptions should include cost allocations for the contractor's general conditions, overhead & profit (OH&P) and engineering and contingency as follows:

- General conditions are typically 10% of the construction value before Contractor OH&P. General conditions include the contractor's costs for mobilization and demobilization, bonds and insurance, salaries for the project manager and project superintendent and temporary facilities.
- Contractor's OH&P are typically 15% of the construction value.
- Contingency are typically assumed to be 30% of the construction value which is a Class 3 Budget Authorization Control Cost Estimate.
- Engineering services are typically assumed to be 15% of the construction value. Engineering services include, design, permitting, bid and construction administration services.

### 4.4 Other Costs

Other costs the Town should factor into its financial planning include land, legal, costs associated with financing, lobbying fees and other non-engineering professional fees.

### 4.5 Cost Updates

The probable construction costs included in WSFWP are expressed in 2023 dollars. The Engineering News Record Construction Cost Index may be used for updating costs in the future.



## 5. Goals, Objectives, and Policies

In November 2020, the WMDs in the CFWI planning area approved the 2020 RWSP, which requires the local governments within the respective water supply planning region to adopt a new or updated WSFWP into their comprehensive plans by May 2022 (18 months).

Once the Town updates the WSFWP, the Town Council must adopt the WSFWP to the 2018 Comprehensive Plan Amendment by reference. Currently, the 2018 Comprehensive Plan Amendment has provisions to adopt the WSFWP. However, if additional revisions to the 2018 Comprehensive Plan Amendment need to be adopted, an Evaluation and Appraisal Review (EAR) process would need to be conducted.

Florida Statutes require local governments to address enhanced water supply planning requirements in their comprehensive plans. As of 2005, each local government in Florida must update its comprehensive plan in order to meet water supply and water facilities planning requirements. Comprehensive Plans must be amended to address the following:

1. Develop a policy enabling water supply and facility concurrency. **COMPLIANT**
2. Develop a policy enabling coordination of the comprehensive plan with the appropriate water management district's regional water supply plan. **COMPLIANT**
3. Provide an update of the Conservation Element to identify current and projected water needs and sources for a minimum 10-year period. **COMPLIANT**
4. Provide a 5-year schedule of capital improvements that includes water supply development components, if needed. **COMPLIANT**

### 5.1 Status of Comprehensive Plan

The Town updated their Comprehensive Development Plan in April 2018. **In compliance with the statutory requirements and based upon data and analysis, the Town's 2018 Comprehensive Plan Amendment was updated to include goals, objectives and policies to adopt the 10-year WSFWP by reference.** The WSFWP reflects the community's long-term vision and sets for the framework for the Town's Land Development Code, the regulatory document which implements the vision.

In order to meet water supply-related legislative requirements, the Town's Comprehensive Plan should be reviewed periodically. **Appendix E** presents examples of policies provided by the SJRWMD that may be included or updated into the **2018 Comprehensive Plan Amendment**.



## Appendices

APPENDIX A: FDEP Final Notice of Proposed Rule .....	A-1
APPENDIX B: Eatonville/ Altamonte Springs Sewer Agreement.....	B-1
APPENDIX C: Adjusted Population and Water Demand Projections (2023 – 2043).....	C-1
APPENDIX D: Town of Oviedo Capital Improvements Program (CIP) Plan.....	D-1
APPENDIX E: Examples of Policies included in Comprehensive Development Plans .....	E-1

## APPENDIX A: FDEP Final Notice of Proposed Rule

## CFWI SETTLEMENT SUMMARY

The CFWI Rule is the product of a 10-year water supply planning/regulatory initiative intended to provide consistency by which the water resources of the CFWI Area are regulated by SJRWMD, SFWMD and SWFWMD. In December 2016, FDEP commenced development of the CFWI Rule. The final rule was proposed for adoption on November 19, 2021. The key elements of the rule are 1) limiting public water suppliers' Upper Floridan Aquifer (UFA) groundwater allocations to their demonstrated 2025 demand; and 2) setting a conservation goal for public water suppliers that restricts gross per capita consumption to 115 gallons per capita day (gpcd) from all water sources, phased in gradually by the mid 2040's. The impact of these provisions would have been devastating on public water suppliers and their customers.

So on March 1, 2021 10 public water supply petitioners, filed petitions challenging the rule. The matter was referred to DOAH for a hearing. They were joined by 5 intervenors. The case was scheduled for hearing starting March 29 and ending on April 30. Since that time, the petitioners/intervenors have engaged settlement in discussions with FDEP and the Districts. A settlement agreement was reached on March 19. Key elements of this settlement include:

- Nothing in the CFWI Rule shall create a presumption with regards to modification of existing public water suppliers' consumptive use permits (CUPs)
- No limitation to demonstrated 2025 UFA demand, unless District demonstrates impact on water resources, either individually or cumulatively
- New groundwater withdrawals can be granted if there are demonstrated offsets
- For projects completed by a public water supplier prior to December 31, 2015, but not fully utilized, the District may authorize permittee to retain some/all of allocation
- A public water supplier will only be required to address its relative contribution of detriment to other water users or to the water resources, when seeking new or increased UFA allocations through offsets
- If harm associated with withdrawal from UFA has been or will be mitigated, allocation will not be reduced to 2025 demand
- Temporary groundwater allocations can be granted to a public water supplier, if that permittee participate in a single phase (up to 7 years) or multi-phase (20 years or greater) Alternative Water Supply Project
- Temporary groundwater allocations can be granted to a public water supplier, if a plan to develop a project designed to mitigate impacts to achieve an MFL or MFL Implementation Strategy is submitted and approved by the District
- Public water suppliers that have 30% or more commercial use, an Annual Conservation Goal Implementation Plan must be developed and submitted to the District
- Public water suppliers that have less than 30% commercial use, must:
  - By July 1, 2024 permittees must submit plan to achieve conservation goal
  - By December 31, 2033, permittees must demonstrate that they have achieved the midpoint to the conservation goal, or document why the midpoint was not achieved
  - By December 31, 2043, permittees must demonstrate that they have achieved the conservation goal, or document why the conservation goal was not achieved.

Once the settlement agreement is approved by the petitioners and certain intervenors, the FDEP will publish a Notice of Change on March 26. Shortly, thereafter the petitioners will withdraw their petitions. There will be a 20-day period ending April 15 to challenge the Notice. Once this time passes and the rule, as amended, is ratified by the Legislature, it will become law.

## APPENDIX B: Eatonville/Altamonte Springs Sewer Agreements

- Town of Eatonville and City of Altamonte Springs Sewer Service Agreement (January 7, 1982)
- Sewer Service Inflow and Infiltration Notice ( August 31, 1984)
- Sewer Service Amendment – Local Limits (February 16, 1999)

A G R E E M E N T

Section II. Item #1.

THIS AGREEMENT made this 7th. day of January, 1982  
by and between the CITY OF EATONVILLE, State of Florida, herein-  
after referred to as "Customer" and the CITY OF ALTAMONTE SPRINGS,  
a municipal corporation organized and existing under the laws  
of the State of Florida hereinafter referred to as "City",

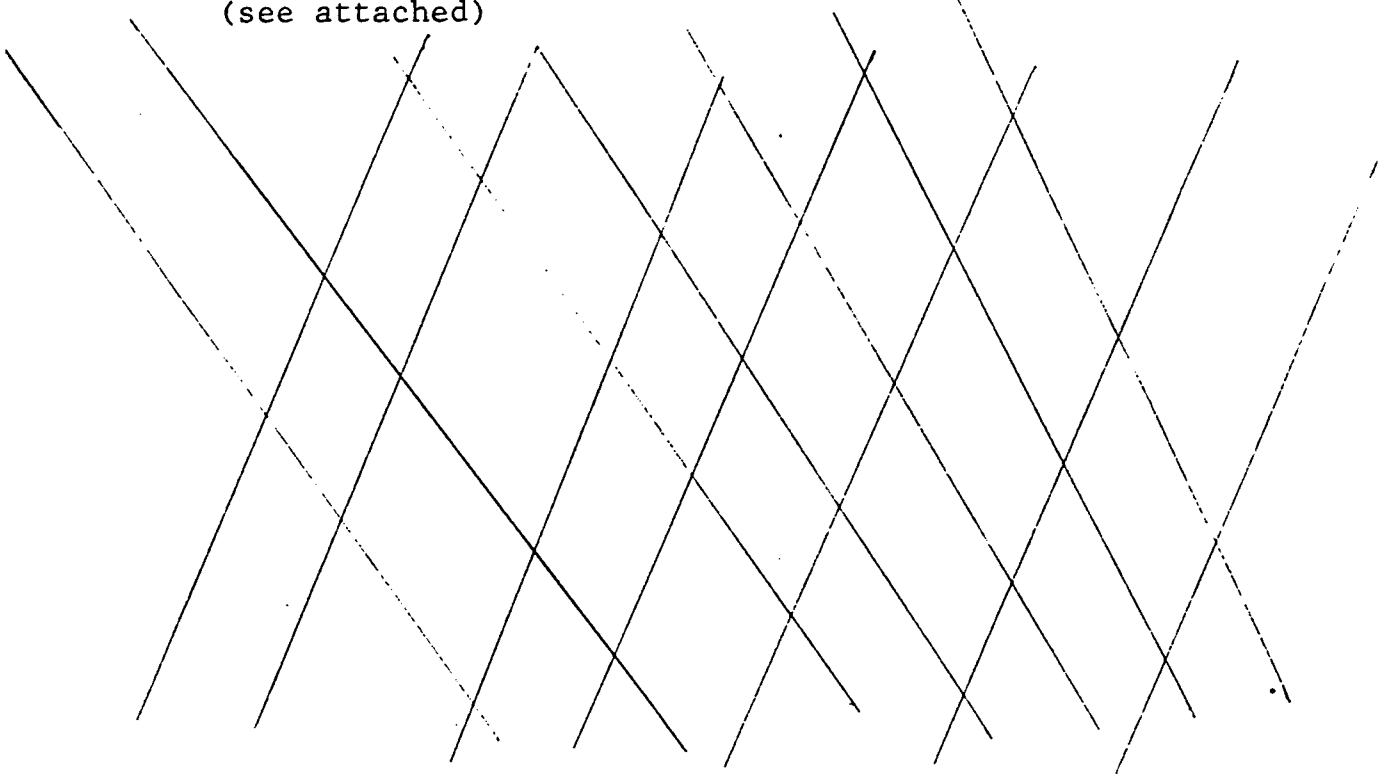
WITNESSETH:

WHEREAS, the City operates and maintains a sewer system  
with sewage treatment facilities located in Seminole County,  
Florida; and

WHEREAS, the Customer desires to use said sewage treatment  
facilities for the disposal of the sewage waste  
collected by Customer from the users of its system; and

WHEREAS, the Customer desires to provide sewage service to a  
portion of the Customers in the incorporated area described as  
follows:

(see attached)



WHEREAS, the City has agreed to treat the sewage waste  
of Customer for considerations set forth hereafter and according  
to the terms and conditions set forth hereafter,

NOW THEREFORE, in consideration of the premises hereof and  
the covenants of each party for the benefit of the other  
set forth below, the parties hereto agree as follows:

1. TREATMENT: The City agrees to treat and dispose of the sewage wastes of the Customer generated in the aforescribed service area, a map showing the location of same being attached hereto, for the charges as established in accordance with the ordinances of the City as presently set forth in Chapter 26 of the Code of Ordinances of the City of Altamonte Springs, Florida, as amended from time to time, for Class C users at the presently existing sewage treatment plant. For the purposes of this Agreement all users in the Customers below described service area, shall be deemed to consist of a single Class C user. The City shall be reimbursed upon total metered sewage flow within the service area.

ACCEPTANCE

2. CHARGES FOR ACCEPTANCE AND TREATMENT OF SEWAGE:

A) All charges as provided for in Paragraph 1 shall be paid by the Customer within 30 days, based upon the monthly metered sewage flow readings at the Customer's master sewer lift station. On the tenth (10th) day or the next working day should the 10th fall on a weekend or holiday of every month (twelve times per calendar year) the Customer and the City shall read the sewage meter to determine the sewage flow for the period since the last meter reading.

The Customer shall remit to the City, within 20 days from the date of the joint meter reading or 20 days from the tenth (10th) of the month, whichever is earlier, the charges for sewage treatment as shall be computed in accordance with this Agreement and Chapter 26 of the Altamonte Springs City Code, as it may be amended from time to time at the sole discretion of the City Commission.

B) In the event the Customer does not properly maintain the sewage meter so as to cast doubt upon the accuracy of the billing to be rendered hereunder then at the discretion of the City the monthly charge shall be computed by multiplying the total number of residential users by the maximum residential charge and adding thereto an amount estimated by the City Director of Public Works as being attributable to all non-residential users.

3. TERM: Term of this Agreement shall be for a period of five (5) years beginning from July 1, 1981. Customer shall have the option to renegotiate this Agreement in successive five year periods. In order to renegotiate this Agreement the Customer shall provide the City with written notice of its intent no less than 120 days nor more than 365 days prior to expiration. Time is acknowledged to be of the essence.

4. CONNECTION CONSTRUCTION: Customer, shall at its cost and expense, construct such additional facilities as are necessary to properly convey the sanitary sewage from the afore-described "Service Area" to a connection point designated and acceptable to the City, for transmission to the existing sewage treatment plant of the City. The Customer shall pay all costs associated with the connection to include the cost of supervision, inspection and approval by the City's engineer or engineering consultant. The Customer will construct and operate these facilities so as to provide proper design and operation in conjunction with the operation of the City's system, without regard to identity of owner. The Customer further agrees that if required by the City for cause, its pumping facilities shall be designed, operated and constructed for variable pressure operation to eliminate sustained surges and excessive rates of flow, which would preempt a disproportionate share of the system peak flow capacity. Alterations and additions to equipment of the City's system regardless of location which may be required by the City to enable to facilitate the extension or connection by the Customer to the system, shall be performed at the cost and expense of the Customer, including any repaving, repair of streets, and appurtenant items of work and materials, provided, however, that where such alterations and additions are greater in degree of kind than would be required by the Customer's extensions or connections, then the City shall be liable for those costs in excess of the costs that would be incurred solely as a result of the Customer's extensions or connections. Design of the Customer's

pumping or gravity facilities and appurtenant items shall be submitted to the City for review and the City's approval shall be required as a condition precedent to authorization by the City to connect reconnect or continue existing connections to the City's system. Alterations of the City's system resulting from the cumulative effect of extensions or connections of the Customer's system shall be the responsibility of the Customer, approval of individual extensions or connections by the City notwithstanding.

5. METERING: For the purposes of billing the Customer shall install or utilize a sewage meter at Customer's master lift station which will measure all sewage provided by the Customer to the City's sewage system. The meter shall be of a design acceptable to the City meeting the standards for construction commonly accepted for wastewater applications. and accuracy ~~of the American Water Works Association~~. The meter shall be of standard make and type, installed in a readily accessible location, with checking or calibration devices, and the installations shall indicate flow with an error not to exceed plus or minus two percent (2%) of full scale reading, suitable for billing purposes. The Customer shall employ the services of a reputable meter service Company to calibrate the meter no less than annually and shall provide the City with a copy of the annual calibration.

6. LIMITATION OF SOURCE:

A) Customer acknowledges and agrees that this Agreement pertains only to sewage and wastewater generated by users or developments lying wholly within its previously described area and delivered to the present existing sewage treatment plant. The Customer expressly agrees that it will not deliver to the City hereunder, either directly or indirectly, any sewage or wastewater generated by users or developments which are not located within the Customer's previously described service area.



B) In the event the Customer desires to provide sewer service to areas lying without its previously described area, the Customer agrees to apply to the appropriate governmental authorities for permission to serve such areas, if required, and to simultaneously make written request to the City to permit Customer to transmit sewage from said area to the City under the terms and conditions of this Agreement, and not to transmit such sewage to the City unless and until the City agrees thereto; provided, however, that in no event shall the City be required to accept sewage, directly or indirectly, from any utility company or wholesaler other than Customer.

C) Customer shall comply with and enforce all the provisions of Chapter 26, of the Altamonte Springs City Code to specifically include but not be limited to those provisions relating to prohibited discharges. These provisions are incorporated herein by reference as they now exist and as they may be amended in the sole discretion of the City. Customer shall enforce the aforesaid provisions by appropriate ordinance or regulation through Customer's service area. Customer shall accept into Customer's system no industrial or commercial user reasonably capable of generating abnormal strength without the prior written consent of the City and the payment of such surcharge(s) as may be requested by the City.

7. COLLECTION SYSTEM MAINTENANCE: Customer shall maintain, at its cost and expense, the collection system, the pumping stations, and any and all other system facilities required to convey the sanitary sewage to the designated connection points for transmission to the wastewater treatment plant in accordance with the rules and regulations of the governing agencies having jurisdictional authority thereof. The City shall have the right to inspect the Customer's system at all reasonable times and at any time in the event of an emergency.

8. COLLECTION SYSTEM DRAWINGS: Customer shall, upon request, or as soon thereafter as same is available, submit to the City a copy of the Engineering drawings showing the existing

or proposed collection system and other facilities in the Customer's system to be connected to the designated connection points for transmission to the wastewater treatment plant of the City and otherwise needed to collect and convey the sanitary sewage to the designated connection points, including pumping stations, force mains, sewer laterals and appurtenances, and shall revise said drawings from time to time when expansions are proposed as herein provided and submit copies of revisions to the City. As detailed plans are prepared for sewage facilities proposed to be constructed for sanitary sewage service, Customer shall submit copies thereof to the City and the governmental agencies having jurisdiction over such proposed construction for review and approval prior to construction.

9. RECORDS INSPECTION: Customer shall submit to the City monthly, or at such other times as it and the City shall agree, reports showing the volume of sewage in gallons recorded by the meter. The City is hereby given the right of access at all times to observe and inspect all meters and calibration reports thereof and the City is further given the right to inspect at reasonable times, all books, records, and other information of whatsoever nature relating to the sewage flow (including infiltration/inflow) from the Customer's systems connected to the designated connection point for transmission to the existing City wastewater treatment plant. The Customer shall also be given the right to inspect at reasonable times, all books, records, and other information of whatsoever nature relating to sewage and/or water flow and costs thereto related within the City system.

10. INFILTRATION/INFLOW: Customer warrants that the infiltration/inflow from the system being connected is within limits applicable to the City (presently 250 gallons per inch diameter per mile per day), or, if it is not, Customer will, at its expense, reduce the infiltration/inflow to limits applicable to the City.

11. USER CHARGES: Customer shall be solely responsible for the collection of the fee it charges each residential unit or business being served within the Customer's system for transmission to the City, and the failure to collect said service charge or fee shall not relieve Customer from paying to the City the charge as provided for in this Agreement, or as they may be established by the City in the future. Customer shall establish its charges by ordinance or other by appropriate authority.

12. CONNECTION FEE: Customer shall pay to the City a connection fee and wastewater facility charges as established by the City in its sole discretion for each equivalent residential unit to be connected to the Customer's system for transmission to the City's wastewater treatment plant. The Customer shall provide the City with a written report of all connections on a monthly basis. These fees and charges shall be paid to the City by the Customer prior to the connection of each unit. These fees and charges shall be adjusted from time to time by the City in its sole discretion and the Customer agrees to pay such fee as adjusted together with any other fees, charges, surcharges, assessments or other charges of whatever nature incident to connection or use of the City's system.

13. NOTICE: Any notice to be given Customer or the City by other shall be sent by registered or certified mail to the addresses shown below, which addresses may be changed by either party giving proper written notice to the other as provided herein:

City of Altamonte Springs  
City Hall, 225 Newburyport Ave.  
Altamonte Springs, FL 32701  
Attention: Director of Utilities

City of Eatonville  
Town Hall  
301 Kennedy Ave  
P.O. Box 2163  
Eatonville, FL

14. CAPACITY RESERVATION: The City agrees to accept sewage from the Customer as capacity is available in the existing treatment plant and shall not restrict available capacity arbitrarily. The Customer will have equal status with all entities served for available capacity; provided, however, that the City reserves the absolute right to reserve capacity in the existing

sewage treatment plant so as to be able to at all times to provide sewer service to property within the City. Such reservation of right to serve City property relates to future users not currently connected to the City system or not currently developed, and such amount of reserve capacity as the City might elect to reserve for City property shall be in the sole discretion of the City, even though the exercise of such discretion may result in the Customer having to deny service to applicants while capacity remains unused in the City's system.

15. NON-ASSIGNABILITY: The Customer shall not assign, pledge or otherwise convey or hypothecate its rights hereunder without the prior written consent of the City.

16. INTEREST: The Customer hereby agrees to pay interest at the prevailing prime rate per annum of all charges pursuant to paragraph two, "CHARGES FOR ACCEPTANCE AND TREATMENT OF SEWAGE", which charges are not paid with thirty (30) days as is required by said paragraphs. The Customer further agrees to pay interest at the prevailing prime rate per annum for charges pursuant to paragraph 12, "CONNECTION CHARGES" where the user connects to the Customer's sewage system without prior payment to the City of the required connection or other charge; said interest to accrue from the date of connection.

17. TEMPORARY STOPPAGE: Any temporary cessation of treatment or disposal of sewage through the City's system caused by an act of God, fire, strike, civil or military authority, State, County or Federal regulatory authority, insurrection or riot, labor unrest, or other action not the result of gross negligence of the City or its agents or employees, shall not constitute a breach of this Agreement on

the part of the City, and the City shall not be liable to the Customer or its users for any damage resulting from such cessation of treatment or disposal.

18. EFFECT OF SEWER RESTRICTIONS: If during the term of this agreement the City shall come under any order of any cognizant County, State or Federal Agency which requires the City to limit or restrict construction or sewage connections because of conditions or operations at such plant, the Customer agrees to enforce and abide by such limitation or restrictions within the area which the Customer serves, as long as the same shall be binding upon the City. The City agrees to take all steps reasonable, the City's determination, to cure any defect resulting in the limitation or restriction.

19. DEFAULT: Upon non-payment of any monthly invoice, or other default by the Customer of any other provision hereof, the City shall have the right to terminate this Agreement and its service hereunder, and to disconnect or block the connecting sewer if such non-payment or other default shall not have been cured by the Customer within ninety (90) days following the Customer's receipt of written notice of such non-payment or default. It is further provided, however, that Customer shall have the right to pay to the City any disputed amounts without relinquishing its rights to dispute or litigate any such said amounts which are paid in dispute. Repeated and frequent defaults, although subsequently cured within the ninety (90) day period, shall, in the City's sole discretion, constitute a non-curable default. The remedies indicated by this paragraph shall be in addition to any other remedy in law or in equity, which the City might have. Customer is responsible for the payment of any cost or expense, to include attorney's fees, incurred by the City, whether or not said default is ultimately cured.

20. OPTION IN EVENT OF DEFAULT:

a) In the event of a default by Customer, not cured within ninety (90) days, the City may elect not to proceed

according to paragraph 19 of this Agreement, but to continue to furnish sewer service to user of the Customer. Should the City so elect, the Customer hereby agrees, promptly on request of the City, to assign to the City, all of the Customer's rights to collect charges and to enforce such collections, for providing sewer service to the Customer's users. The assignment shall continue so long as the City continues, at its election, to serve the Customer's users. The Customer expressly agrees to make available all books and records reasonably necessary to allow the City to bill the Customer's users directly, should the City so desire. No excess of amount collected from the Customer's users over the amount which would be billed under paragraph 12, hereof, shall be returned to the Customer, but rather such excess shall be an additional charge by the City to the Customer.

b) The City shall have the right, but not the duty, to cure any default by Customer and to add the cost of such action to the amount due City from Customer. Said right to cure defaults shall include but not be limited to the right to inspect and seal sewer lines, maintain the system, replace meters or take such other action as the City deems proper.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts, each of which counter-part shall be considered an original executed copy of this Agreement, all of which has been duly authorized by their respective governing bodies.

Approved as to form  
and Legality:

CITY OF ALTAMONTE SPRINGS, FLORIDA

Michael A. Burdick  
Asst. City Attorney

Raymond M. Calusac  
Mayor

Signed, sealed and delivered  
in the presence of:

Denny Conahan

Attest:

John J. Hays  
City Clerk

John J. Hays

Millie J. Cooper

Abraham Gordon  
Mayor

For HO. Ego

Attest: Ruby Thomas  
City Clerk

**DARYL GANUNG & ASSOCIATES**

INCORPORATED

PROFESSIONAL LAND SURVEYORS

SUITE 312 - ALTAMONTE SQUARE

303 ALTAMONTE DRIVE - ALTAMONTE SPRINGS, FLORIDA 32701

**TOWN OF EATONVILLE, FLORIDA  
CORPORATE LIMITS**

Beginning nine hundred and ninety-one and eleven hundredths (991.11) feet north of the southwest corner of the northwest quarter of Section Thirty-five (35), Township Twenty-one (21) south, Range Twenty-nine (29) East; run thence south a distance of 1924.51 feet; thence run west a distance of 466.70 feet; thence run north a distance of 20.00 feet; thence run west a distance of 421.48 feet; thence run north 2 15'40" west, a distance of 438.23 feet to the SE corner of the Ben Hill Property; thence run west a distance of 320.77 feet to the west line of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 34, Township 21 South, Range 29 East; thence run South 2 14'40" east a distance of 438.41 feet to the NW corner of Catalina Park Subdivision; thence run south 1 48' 14" east a distance of 373.60 feet; thence run south 89 39'16" east a distance of 1196.78 feet to the southeast corner of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 34; thence run south 00 01'57" east a distance of 1289.6 feet to the southeast corner of said Section 34, Township 21 South, range 29 east; thence run east along the south line of Section 35; thence east a distance of 660 feet along the south line of Section 36, Township 21 South, Range 29 East; thence run north a distance of 3631.11 feet to a point 662 feet east of the east line of said Section 35; thence run west to the point of beginning.

ALSO, the north 247.8 feet of the west 200 feet of the northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  (less north 40 feet for road) Section 34, Township 21 South, Range 29 East.

ALSO: Begin 200 feet east of the NW corner of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 34, Township 21 South, Range 29 East, and run south on the east line of a tract of land conveyed by grantors to Henry S. Crosby, single, on June 12, 1956, as shown on Public Records of Orange County, Florida, in Official Records Book 110, page 358, --130 feet to a stake; thence east parallel with the north line of said Section, 120 feet to a stake; thence north, parallel with the east line of said tract conveyed to Henry S. Crosby, single, 130 feet to a stake in the north line of said SE  $\frac{1}{4}$  of Section 34; thence west 120 feet to the NE corner of said tract conveyed to Henry S. Crosby, and the point of beginning. Less the north 30 feet for road.

ALSO: Begin 485.48 feet north of the SE corner of Section 34, Township 21 South, Range 29 East; run North 62 degrees west, 652.13 feet; North 498.14 feet; East to the east line of Section 34; South along said east line of section 34 to the point of beginning.

ALSO: The NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  lying South of the road and the South  $\frac{1}{2}$  of vacated road on the north (less Kingswood Manor 7th Add.) Section 34, Township 21 South, Range 29 East.

ALSO: The NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  north of the road (less the North 40 feet) Section 34, Township 21 South, Range 29 East.



TOWN OF EATONVILLE, FLORIDA  
CORPORATE LIMITS cont.

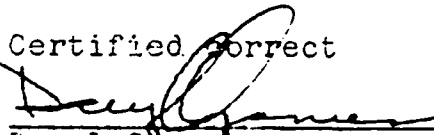
ALSO: Begin 543 feet south of the NE corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 34, Township 21 South, Range 29 East; run thence south 725.34 feet; thence N. 87 50' 30" W., 577.97 feet; thence N 01 52' 04" W., 990.36 feet; thence S. 64 51' 17" E., 673.70 feet to the point of beginning, less right of way for County Road on the east.

ALSO: Beginning at the southeast corner of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 34, Township 21 South, Range 29 East; thence north 957 feet; thence west 1320 feet; thence north 363 feet; thence west 1320 feet; thence south 1320 feet; thence east to the point of beginning, LESS a tract described as follows: Beginning at the SW corner of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 34, Township 21 South, Range 29 East; thence east 1635 feet; thence north 01 30' east, 695 feet; thence south 75 31' west, 342 feet; thence west to the west line of said section 34; thence south to the point of beginning.

ALSO: The South  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 34, Township 21 South, Range 29 East, less road right of way on the west and south.

ALSO: The East  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 34, Township 21 South, Range 29 East, all in Orange County, Florida.

Certified Correct

  
Daryl Ganung  
Registered Florida Land Surveyor #926

Descriptions from information furnished by the Town of Eatonville, Fla.

FORM 101

## PROMISSORY NOTE

\$ 53,704.30 Altamonte Springs , Florida                      January 7                      19 82

FOR VALUE RECEIVED, the undersigned jointly and severally promise (s) to pay to the order of  
The City of Altamonte Springs, Florida

at 225 Newburyport Ave., Altamonte Springs, Fla., 32701  
or at such place as the holder(s) of this note may designate in writing the principal sum of FIFTY THREE

THOUSAND SEVEN HUNDRED FOUR AND 30/100 ----- DOLLARS  
together with interest thereon from October 1, 1981 at the rate of 12 % per annum on the  
unpaid balance until paid.

The said principal and interest shall be paid in monthly  
installments of TWO THOUSAND ONE HUNDRED AND NO/100 (\$2,100.00)  
DOLLARS, commencing on the 25th day of January, 1982, and the  
25th day of each month thereafter until the 30th day of  
September, 1982, at which time said note shall be paid  
in full in the amount of \$42,664.30.

THIS IS A BALLOON NOTE AND THE FINAL PAYMENT OR THE BALANCE DUE  
UPON MATURITY IS \$42,664.30 TOGETHER WITH ACCRUED INTEREST, IF  
ANY.

If default be made in the payment of any installment under this note, and if such default is not made  
good within 10 days the entire principal sum and accrued  
interest shall at once become due and payable without notice at the option of the holder(s) of this note. Failure  
to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same  
default or for any subsequent default. In the event of defaults in the payment of this note, and if the same is  
placed in the hands of an attorney at law for collection, the undersigned hereby agree(s) to pay all costs of collec-  
tion including a reasonable attorney's fee. Presentment, protest and notice are hereby waived.

City of Eatonville, Florida (SEAL)

By: *Abraham Gordon* (SEAL)

*Ruby Thomas* (SEAL)

(SEAL)

MIDSTATE LEGAL SUPPLY CO. - ORLANDO, FLORIDA



# Town of Eatonville

Abraham Gordon  
MAYOR

POST OFFICE BOX 2163  
EATONVILLE, FLORIDA 32751  
305 / 647-0061

September 6, 1984

Mr. Phillip D. Penland, City Manager  
City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, Florida 32701

Re: Sewage Treatment

Dear Sir:

Please find enclosed your August 28, 1984 letter of agreement signed by Mayor Abraham Gordon.

Thank you for your cooperation in this matter.

Sincerely,

TOWN OF EATONVILLE

Ronald O. Rogers  
Administrative Assistant

cc: Mayor Abraham Gordon  
A.E. O'Neill, Town Engineer  
Joseph Morrell, Town Attorney, Town of Eatonville  
Donald F. Newham, Public Works Director, City of Altamonte Springs  
James A. Fowler, City Attorney, City of Altamonte Springs



## CITY OF ALTAMONTE SPRINGS

225 NEWBURYPORT AVENUE

ALTAMONTE SPRINGS, FLORIDA 32701

August 28, 1984

Mayor Abraham Gordon  
City of Eatonville  
P. O. Box 2163  
Eatonville, Florida 32751

Subject: Sewage Treatment

Dear Mayor Gordon:

As you know, we are operating under a wholesale sewage treatment agreement dated January 7, 1982, in which there are certain provisions relating to infiltration as well as sewage metering. As you are also aware, there has been a problem with the Eatonville lines in that there has been or appears to be a substantial amount of infiltration. It is my understanding from our conversation with Ron Rogers that you have acted to resolve this matter and have authorized Orange Paving to make such repairs as would be necessary to stem this substantial inflow.

With regard to sewage metering, it would appear that the sewage meter that you have attempted to utilize is just not functioning properly. Accordingly, I was pleased to be able to work out an acceptable alternative with Mr. Rogers.

As agreed, Mr. Newnham, the Director of Public Works for the City of Altamonte Springs, and Bert O'Neill, who is the consulting engineer for the City of Eatonville, will conduct a seven (7) day monitoring of your sewage pump running times in order to determine the amount of sewage generated by the City of Eatonville for treatment by the City of Altamonte Springs. This amount will then be utilized to develop a ratio with the amount of water produced by the Eatonville plant. Once we have determined the ratio of sewage to water, we can in the future, bill you based upon that ratio as applied to your water generation which is much more accurately metered.

If at any time either party wishes to re-examine the ratio by conducting a further or more exhaustive monitoring of the amount of sewage actually transmitted to the City of Altamonte Springs for treatment, both parties will agree to such further and extended monitoring as would be reasonable given the circumstances. Both parties shall bear their own expenses in connection with the monitoring.

Mayor Abraham Gordon  
Sewage Treatment  
August 28, 1984  
Page 2

I am pleased that we were able to resolve these problems on such an amicable basis as the City of Altamonte Springs has been quite concerned that, not only was there a substantial amount of infiltration requiring treatment, but that the sewage meter was inaccurately recording the amount of sewage transmitted to Altamonte Springs for treatment, thereby resulting in an inaccurate bill being rendered to the City of Eatonville.

Requests for connection to the system tributary to the City of Altamonte Springs' treatment plant and the execution of the appropriate DER permits can now be considered without regard to your infiltration and inflow or the metering problems. You will need to ensure that Eatonville remains current in the payment of its statements for treatment as well as connection fees in order to continue submitting permits for additional connections.

As you know, we are rapidly approaching the point in time when we will have no further capacity in the existing plant. As you are aware, we are in the process of substantially expanding the plant; however, the capacity from that expansion will probably not be available for approximately another three (3) years. As a consequence of this, there may be a period of time prior to the expansion coming onstream in which we will be required to deny further connections to the system due to a lack of capacity. Any such denials will be temporary until such time as the expansion is completed and it is hoped that if such should occur, it will not unduly inconvenience either the City of Eatonville or its developers.

If you find the terms which I have outlined in this letter to be acceptable and consistent to what we agreed upon at our referenced meeting, I would appreciate your executing the original of this letter and returning the same to me, keeping a copy which I have enclosed for your files.

Sincerely,

CITY OF ALTAMONTE SPRINGS

  
Phillip D. Penland  
City Manager

Accepted and agreed to this 31st day of August, 1984.

CITY OF EATONVILLE

cc: Donald F. Newnham, P.E.  
Director, Public Works  
City of Altamonte Springs

James A. Fowler, Esquire  
City Attorney

By: 

Abraham Gordon, Mayor

PDP:pw  
Enclosure

## AMENDMENT TO AGREEMENT

THIS AMENDMENT amends that Agreement dated the 7th day of January 1982, by and between the City of Eatonville, hereinafter referred to as "Customer" and the City of Altamonte Springs, Florida, hereinafter referred to as "City" as to the following items:

### RECITALS

WHEREAS, the City owns and operates a wastewater treatment system; and

WHEREAS, the Customer currently utilizes this wastewater treatment system; and

WHEREAS, the Facilities located in the Customer's jurisdiction currently contribute wastewater which includes or may include industrial waste. These Facilities are hereinafter referred to as industrial users; and

WHEREAS, the City must implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system pursuant to requirements set out in 40 CFR Part 403 and Florida Department of Environmental Protection (FDEP) Regulation 62-625. In this Amendment to Agreement, Customer agrees to adopt a sewer use ordinance which includes pretreatment requirements that are no less stringent than the City's requirements, as set forth at Chapter 26 of the Code of Ordinances of the City of Altamonte Springs, Florida, that subjects the industrial users within its boundaries to the necessary pretreatment controls, and to implement and enforce that sewer use ordinance.

NOW, THEREFORE, in consideration of the premises and the covenants of each party for the benefit of the other set forth herein, the parties agree as follows:

1. Customer agrees to adopt and diligently enforce a sewer use ordinance which is no less stringent and is as comprehensive as Chapter 26 of the Code of Ordinances of the City of Altamonte Springs, Florida. Customer agrees to forward to City for review a draft of its proposed sewer use ordinance within 60 days of the date of this Agreement. Customer agrees to adopt its sewer use ordinance within 60 days of receiving suggested revisions and/or acceptance from City of its content.
2. Whenever City revises its sewer use ordinance, City agrees to forward a copy of the revisions to Customer. Customer agrees to adopt revisions to Customer's sewer use ordinance that are at least as stringent and comprehensive as those adopted by the City. Customer agrees to forward to City for City review Customer's proposed revisions within 60 days of receipt of the City's revisions. Customer agrees to adopt its revisions within 60 days of receiving suggested revisions and/or acceptance from City of its content.
3. Customer agrees to adopt and diligently enforce pollutant specific local limits which comply at a minimum with the pollutant parameters adopted by the City in Chapter 26 of the Code of Ordinances and the loading limitations established by City for Customer, including limits on the nature, quality and volume of the Customer's wastewater at the point where it discharges to the City's POTW. As of the date of this Amendment to Agreement, the City's local limits are as follows:

COD	400 ppm(max.)
Five-day BOD	250 ppm(max.)
Chlorine demand (15 min.)	6 ppm (max.)
Suspended solids	250 ppm (max.)
Hydrogen ion (pH)	5.5 to 9.5
Grease	100 ppm (max.)
Temperature	150 degrees F (max.)
Total nitrogen	25 ppm (max.)
Total phosphates	10 ppm (max.)

<u>Parameter</u>	<u>Conc. (Mg/l)</u>
Arsenic	0.46
Cadmium	0.28
Copper	2.00
Lead	0.40
Mercury	0.001
Molybdenum	4.50
Nickel	1.00
Selenium	0.50
Silver	0.90
Zinc	4.00

If the City makes any revision or additions to its local limits, it agrees to forward to the Customer a copy of such revisions or additions within 30 days of enactment thereof. Customer agrees to adopt any such revisions or additions within 90 days of receipt thereof.

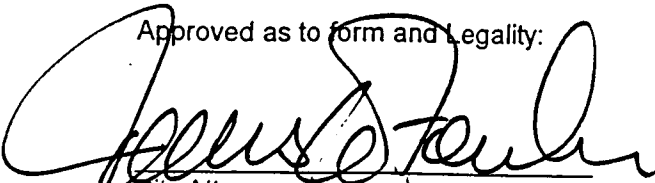
4. Customer agrees to take all actions necessary to ensure that industrial users within its boundaries comply with an approved pretreatment program pursuant to 40CFR 403.8 and FDEP 62-625.500, including the performance of all technical and administrative duties necessary to implement and enforce the sewer use ordinance against industrial users located in its jurisdiction. Customer agrees to: (1) update the industrial waste survey; (2) issue permits to all industrial users required to obtain a permit; (3) conduct inspections, sampling, and analysis; (4) perform enforcement activities; and (5) perform any other technical or administrative duties the Parties deem appropriate. In addition, Customer agrees to take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.
5. Customer will maintain current information on industrial users in accordance with FDEP 62-625.500(2)(b)1.&2 F.A.C. located in its jurisdiction discharging through Customer's territory of the City. Customer will update the industrial waste survey on September 1 of each year for industrial users located in its jurisdiction as required in FDEP 62-625.500(2)(e) F.A.C., and following the definition of significant industrial user provided in FDEP 62-625.200(20) F.A.C.. Customer will forward a copy of this survey and analysis to the City.
6. Whenever a new industrial user begins operations in Customer's territory, or any time an existing industrial user increases its discharge by 30% or changes its discharge pursuant to FDEP 62-625.600.(9)F.A.C., or any time it is requested by City, Customer will require that such industrial user respond to an industrial user questionnaire supplied by the City. Customer will forward a copy of the completed questionnaire to City for review.
7. Customer agrees to provide to City access to all records or documents relevant to the pretreatment program for any industrial user located in the Customer's territory or discharging through Customers territory to the City.
8. Customer agrees to monitor, inspect and sample the discharges of all industrial users located in its jurisdiction, at least on an annual basis, or more often as required by EPA, FDEP, and/or the City. Customer agrees to ensure City access to users facilities and to submit written notice of scheduled inspections to the City, providing the opportunity for the City to attend all inspections. If an inspection is in response to an emergency situation and such notice is not possible, Customer agrees to make every effort to informally notify City of the impending inspections so the City may attend. Customer agrees to forward copies of all inspection reports to the City within 30 days of the inspection. Customer agrees to submit to City its procedures for sampling, and analyses, including all procedures in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR 136, except as otherwise required by the U.S. Environmental Protection Agency. All laboratory analyses will be conducted by a laboratory certified by the State of Florida.

9. Customer agrees to adopt and enforce requirements that provide that City may, with notice to Customer, conduct inspections and sampling at any industrial user's facility located within Customer's territory, as it deems necessary.
10. Customer agrees to issue and enforce permits to all industrial users required to be permitted under its sewer use ordinance located in its jurisdiction. Permits must be issued prior to any discharge. Permits shall contain, at a minimum, appropriate effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of limitations, monitoring and reporting requirements, a statement of nontransferability, a statement of applicable civil and criminal penalties, and any other conditions required to be included in the permit by the City. After Customer drafts a permit, Customer agrees to forward a copy thereof to City for City's review and comment at least 90 days prior to the expected date of issuance. Within 30 days of receipt of the proposed permit, City will either object, accept the permit, or request Customer to make additions, deletions, or changes. Customer agrees that it shall not issue a permit if the City objects to same.
11. Customer agrees to submit a monthly report to City on the compliance status of each significant industrial user, as that term is defined by Chapter 26 of the Code of Ordinances of the City of Altamonte Springs, and any enforcement response taken or anticipated. Such report is to include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.
12. Customer agrees to enforce the provisions of its sewer use ordinance and permits. Customer further agrees to include in its ordinance and permits a provision that, in the event Customer fails to take adequate enforcement action against noncompliant users in Customer territory on a timely basis, City shall be authorized to take enforcement action directly against user, on behalf of and as agent for Customer, and that City shall be entitled to recover damages and all attorneys fees and costs in having to take such action and/or correct violations.
13. City and Customer agree that City may take emergency action, whenever it deems necessary, to stop or prevent any discharge which presents, or in the City's opinion may present, an imminent danger to the health, safety or welfare, or which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination. City agrees to make every effort to provide informal notice to the user and Customer of its intent to take emergency action prior to taking action. The opportunity to respond, however, may be limited to a hearing after the emergency powers of City have been exercised.
14. City and Customer agree that, as a condition precedent to, and prior to any industrial user located outside the jurisdictional boundaries of Customer discharging into the Customer's sewer system, Customer and City shall enter into an agreement with the jurisdiction in which such industrial user is located. Such agreement shall be substantially equivalent to this Amendment to Agreement, and must be fully secured prior to a discharge from any industrial user outside the jurisdiction. Such agreement shall also be updated and meet all the requirements of this Amendment to Agreement, and the underlying Agreement between Customer and City.
15. Customer agrees to indemnify and hold the City harmless for all damages, fines and costs incurred as a result of industrial waste discharges from Customer or its clients or failure of Customer to comply with this Amendment to Agreement.
16. City and Customer agree that if any term of this Amendment to Agreement is held to be invalid in any judicial action, the remaining terms of this Agreement will remain unaffected.
17. City and Customer agree to review and revise this Amendment to Agreement to ensure compliance with the Federal Clean Water Act (42U.S.C. §1251 et seq.) and the rules and regulations issued thereunder, as necessary, but at least every 5 years from the anniversary date of this Amendment to Agreement.



18. City and Customer agree that the City may terminate this Agreement by providing 180 days written notice to the Customer. All benefits and obligations under this Agreement will cease following 180 days from receipt of such notice.
19. All other provisions of the Agreement entered into between the Parties dated 2-16-99, shall remain in full force and effect unless superseded by inconsistent provisions of the Amendment to Agreement.

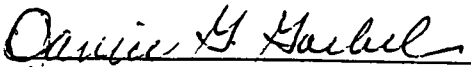
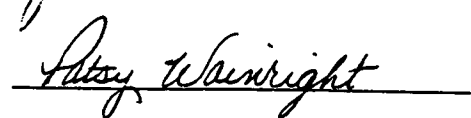
Approved as to form and Legality:

  
\_\_\_\_\_  
City Attorney


CITY OF ALTAMONTE SPRINGS, FLORIDA  
(City)

  
\_\_\_\_\_  
Mayor


Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
  
\_\_\_\_\_


Attest:

  
\_\_\_\_\_  
City Clerk

EATONVILLE, FLORIDA

  
\_\_\_\_\_  
Mayor

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

  
\_\_\_\_\_  
City Clerk



# City of Altamonte Springs

## MEMORANDUM

**DATE:** February 15, 1999

**TO:** Pat Wainright, City Clerk

**THROUGH:** Glenn E. Forrest, Director of Public Works *GEF* 2-15-99

**FROM:** Rick Hosier, Ass't. Dir. PW/Water Reclamation *RH*

**SUBJECT:** Documents for Mayor's Signature

Attached, please find copies of three Amendments to the City's Wholesale Agreements for Eatonville, Maitland and Winter Park. The changes to the agreements are mandated by the state in accordance with the pretreatment rule, 62-625 F.A.C. These mandatory revisions are a result of comparing the Environmental Protection Agency (EPA) Multijurisdictional Pretreatment Programs Guidance Manual (EPA 833-B-94-005) with the existing agreements.

The amendments were approved by our City Commission on October 20, 1998, for execution by the Mayor upon adoption by our wholesale sewer customers. The amendments have been adopted by the respective municipalities. The amendment for Winter Park was modified to delete items 8 and 11. The modifications were reviewed with the City Attorney's office and determined to be acceptable. In accordance with the Florida Department of Environmental Protection (FDEP) requirements, the amendments must be submitted to the FDEP once they have been adopted by both the City and the customers.

### RECOMMENDATION:

I recommend that the Mayor be requested to execute the attached documents. Upon execution of the documents, please retain one (1) original for your records and return the other to me for further processing.

*returned to R. Hosier  
2/24/99 KB - via  
inner office mail.*

## APPENDIX C: Adjusted Population and Water Demand Projections (2023 to 2043)

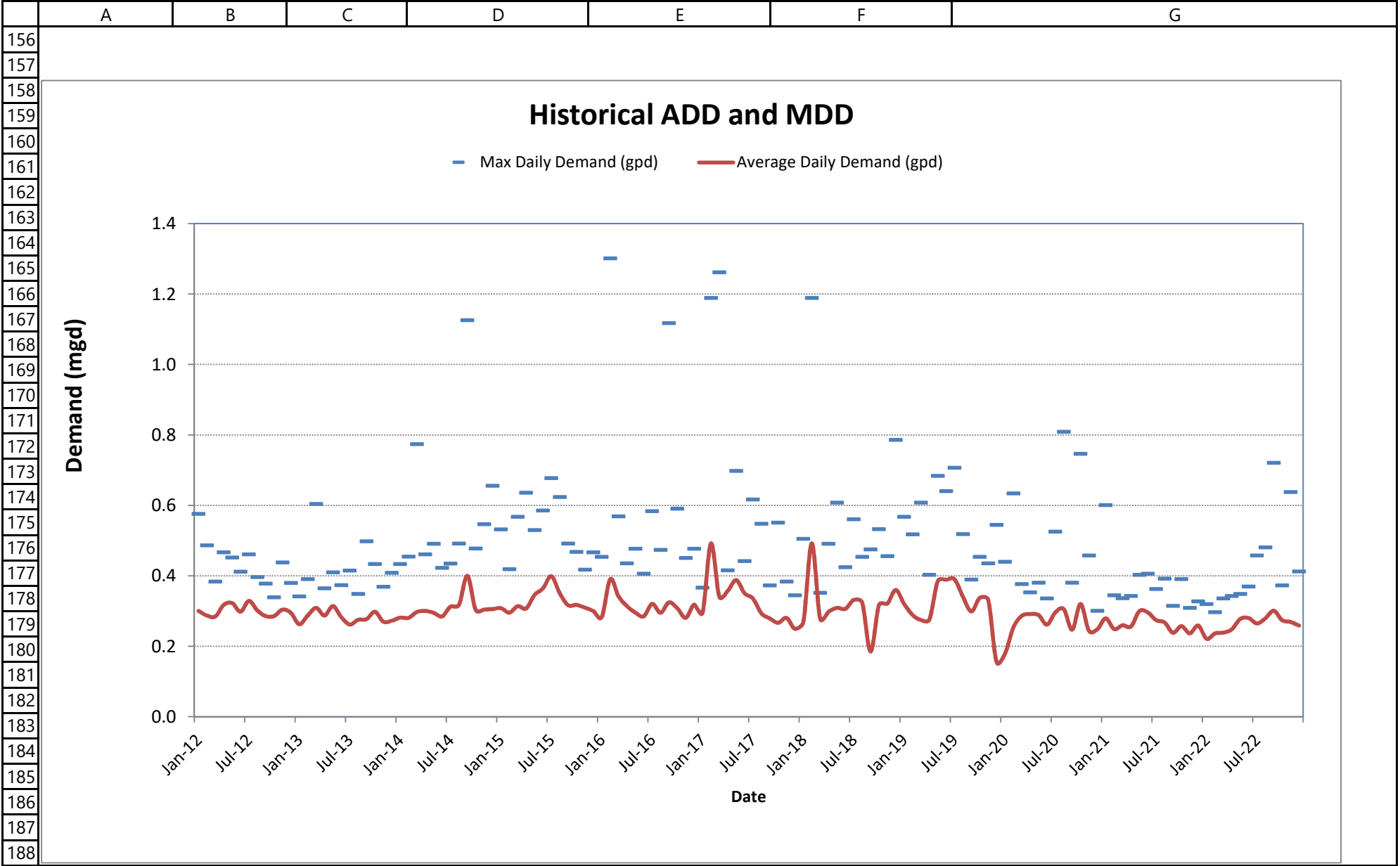
	A	B	C	D	E	F	G	H	I
1	EN-50 Verified Values	Date	WTP No. 1				CUP Limit	% CUP Capacity	
2			Well No. 3	Well No. 4	Total	Average Day Demand			
3									
4									
5	2015	Jan-15	4,774,500	4,774,500	9,549,000	0.308	0.4	77%	38635 - missing 2017-01 report Well #4 Off-line? Well #4 Off-line? Well #4 Off-line? Well #4 Off-line? Well #4 Off-line?
6	Feb-15	4,134,500	4,134,500	8,269,000	0.295	0.4	74%		
7	Mar-15	4,863,000	4,863,000	9,726,000	0.314	0.4	78%		
8	Apr-15	4,610,500	4,610,500	9,221,000	0.307	0.4	77%		
9	May-15	5,357,500	5,357,500	10,715,000	0.346	0.4	86%		
10	Jun-15	5,462,500	5,462,500	10,925,000	0.364	0.4	91%		
11	Jul-15	6,181,450	6,181,450	12,362,900	0.399	0.4	100%		
12	Aug-15	5,432,000	5,432,000	10,864,000	0.350	0.4	88%		
13	Sep-15	4,747,500	4,747,500	9,495,000	0.317	0.4	79%		
14	Oct-15	4,919,000	4,919,000	9,838,000	0.317	0.4	79%		
15	Nov-15	4,641,000	4,641,000	9,282,000	0.309	0.4	77%		
16	Dec-15	4,649,000	4,649,000	9,298,000	0.300	0.4	75%		
17	2016	Jan-16	4,382,050	4,382,050	8,764,100	0.283	0.4	71%	
18		Feb-16	5,461,750	5,461,750	10,923,500	0.377	0.4	94%	
19		Mar-16	5,293,795	5,293,795	10,587,590	0.342	0.4	85%	
20		Apr-16	4,708,500	4,708,500	9,417,000	0.314	0.4	78%	
21		May-16	4,580,450	4,580,450	9,160,900	0.296	0.4	74%	
22		Jun-16	4,274,000	4,274,000	8,548,000	0.285	0.4	71%	
23		Jul-16	4,965,000	4,965,000	9,930,000	0.320	0.4	80%	
24		Aug-16	4,571,000	4,571,000	9,142,000	0.295	0.4	74%	
25		Sep-16	4,869,500	4,869,500	9,739,000	0.325	0.4	81%	
26		Oct-16	4,767,500	4,767,500	9,535,000	0.308	0.4	77%	
27		Nov-16	4,210,000	4,210,000	8,420,000	0.281	0.4	70%	
28		Dec-16	4,929,000	4,929,000	9,858,000	0.318	0.4	80%	
29	2017	Jan-17	9,146,000	0	9,146,000	0.295	0.4	74%	
30		Feb-17	13,776,000	0	13,776,000	0.492	0.4	123%	
31		Mar-17	10,552,000	0	10,552,000	0.340	0.4	85%	
32		Apr-17	10,717,000	0	10,717,000	0.357	0.4	89%	
33		May-17	12,022,000	0	12,022,000	0.388	0.4	97%	
34		Jun-17	10,509,000	0	10,509,000	0.350	0.4	88%	
35		Jul-17	5,197,000	5,197,000	10,394,000	0.335	0.4	84%	
36		Aug-17	4,548,300	4,548,300	9,096,600	0.293	0.4	73%	
37		Sep-17	4,181,500	4,181,500	8,363,000	0.279	0.4	70%	
38		Oct-17	4,131,500	4,131,500	8,263,000	0.267	0.4	67%	
39		Nov-17	4,205,000	4,204,000	8,409,000	0.280	0.4	70%	
40		Dec-17	3,862,850	3,862,850	7,725,700	0.249	0.4	62%	
41	2018	Jan-18	4,170,000	4,170,000	8,340,000	0.269	0.4	67%	
42		Feb-18	3,739,000	3,739,000	7,478,000	0.267	0.4	67%	
43		Mar-18	4,283,500	4,283,500	8,567,000	0.276	0.4	69%	
44		Apr-18	4,468,000	4,468,000	8,936,000	0.298	0.4	74%	
45		May-18	4,786,500	4,786,500	9,573,000	0.309	0.4	77%	
46		Jun-18	4,591,000	4,591,000	9,182,000	0.306	0.4	77%	
47		Jul-18	5,135,500	5,135,500	10,271,000	0.331	0.4	83%	
48		Aug-18	5,021,000	5,021,000	10,042,000	0.324	0.4	81%	
49		Sep-18	2,776,300	2,776,300	5,552,600	0.185	0.4	46%	
50		Oct-18	490,850	490,850	981,700	0.032	0.4	8%	
51		Nov-18	481,600	481,600	963,200	0.032	0.4	8%	
52		Dec-18	557,500	557,500	1,115,000	0.036	0.4	9%	
53	2019	Jan-19	991,000	991,000	1,982,000	0.064	0.4	16%	
54		Feb-19	8,087,700	8,087,700	16,175,400	0.578	0.4	144%	
55		Mar-19	8,505,000	8,505,000	17,010,000	0.549	0.4	137%	
56		Apr-19	8,578,000	8,278,000	16,856,000	0.562	0.4	140%	
57		May-19	11,921,600	11,921,600	23,843,200	0.769	0.4	192%	
58		Jun-19	11,660,000	11,660,000	23,320,000	0.777	0.4	194%	
59		Jul-19	0	0	0	0.000	0.4	0%	
60		Aug-19	0	0	0	0.000	0.4	0%	
61		Sep-19	0	0	0	0.000	0.4	0%	
62		Oct-19	0	0	0	0.000	0.4	0%	
63		Nov-19	0	0	0	0.000	0.4	0%	
64		Dec-19	0	0	0	0.000	0.4	0%	
65	2020	Jan-20	0	0	0	0.000	0.4	0%	
66		Feb-20	0	0	0	0.000	0.4	0%	
67		Mar-20	0	0	0	0.000	0.4	0%	
68		Apr-20	0	0	0	0.000	0.4	0%	
69		May-20	0	0	0	0.000	0.4	0%	
70		Jun-20	0	0	0	0.000	0.4	0%	
71		Jul-20	4,589,500	4,589,500	9,179,000	0.296	0.4	74%	
72		Aug-20	4,730,750	4,730,750	9,461,500	0.305	0.4	76%	
73		Sep-20	3,704,000	3,704,000	7,408,000	0.247	0.4	62%	
74		Oct-20	4,958,700	4,958,700	9,917,400	0.320	0.4	80%	
75		Nov-20	3,652,500	3,652,500	7,305,000	0.244	0.4	61%	
76		Dec-20	3,850,000	3,850,000	7,700,000	0.248	0.4	62%	
77	2021	Jan-21	4,325,250	4,325,250	8,650,500	0.279	0.4	70%	
78		Feb-21	3,480,750	3,480,750	6,961,500	0.249	0.4	62%	
79		Mar-21	4,021,500	4,021,500	8,043,000	0.259	0.4	65%	
80		Apr-21	3,840,500	3,840,500	7,681,000	0.256	0.4	64%	
81		May-21	4,646,350	4,646,350	9,292,700	0.300	0.4	75%	
82		Jun-21	4,439,000	4,439,000	8,878,000	0.296	0.4	74%	
83		Jul-21	6,855,000	6,855,000	13,710,000	0.442	0.4	111%	
84		Aug-21	6,612,000	6,612,000	13,224,000	0.427	0.4	107%	
85		Sep-21	7,400,000	7,400,000	14,800,000	0.493	0.4	123%	
86		Oct-21	7,436,000	7,436,000	14,872,000	0.480	0.4	120%	
87		Nov-21	8,598,000	8,598,000	17,196,000	0.573	0.4	143%	
88		Dec-21	8,403,000	8,403,000	16,806,000	0.542	0.4	136%	
89	2022	Jan-22	8,487,000	8,487,000	16,974,000	0.548	0.4	137%	
90		Feb-22	6,612,000	6,612,000	13,224,000	0.472	0.4	118%	
91		Mar-22	7,436,000	7,436,000	14,872,000	0.480	0.4	120%	
92		Apr-22	7,436,000	7,436,000	14,872,000	0.496	0.4	124%	
93		May-22	8,598,000	8,598,000	17,196,000	0.555	0.4	139%	
94		Jun-22	8,403,000	8,403,000	16,806,000	0.560	0.4	140%	
95		Jul-22			0	0.000	0.4	0%	
96		Aug-22			0	0.000	0.4	0%	
97		Sep-22			0	0.000	0.4	0%	
98		Oct-22			0	0.000	0.4	0%	
99		Nov-22			0	0.000	0.4	0%	
100		Dec-22			0	0.000	0.4	0%	
101									
102									
103	Source:		SJRWMD Reports						

	A	B	C	D	E	F	G	H
1	Parameter		WTP No. 1		TOTAL		CUP Allocations	
2			Well No. 3	Well No. 4	Annual Average Daily Demand	Peak Month	Annual Average Daily Limit	Annual Average Daily Limit
3								
4	Average (5-yr) 2018-2022		0.128	0.127	0.255	0.523	0.400	64%
5	Percent		50%	50%	100%			
6	2015		0.164	0.164	0.328	0.412	0.400	82%
7	2016		0.156	0.156	0.312	0.364	0.400	78%
8	2017		0.254	0.072	0.326	0.459	0.400	81%
9	2018		0.111	0.111	0.222	0.342	0.400	55%
10	2019		0.136	0.135	0.272	0.795	0.400	68%
11	2020		0.070	0.070	0.139	0.331	0.400	35%
12	2021		0.192	0.192	0.384	0.573	0.400	96%
13	2022		0.129	0.129	0.257	0.573	0.400	64%
14	<div><div>Groundwater Withdrawal</div><div><div>Annual Average Demand (mgd)</div><div><div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div>0.328</div><div>0.312</div><div>0.326</div><div>0.222</div><div>0.272</div><div>0.139</div><div>0.384</div><div>0.257</div></div><div><div>2015</div><div>2016</div><div>2017</div><div>2018</div><div>2019</div><div>2020</div><div>2021</div><div>2022</div></div></div><div>Date</div></div></div></div>							
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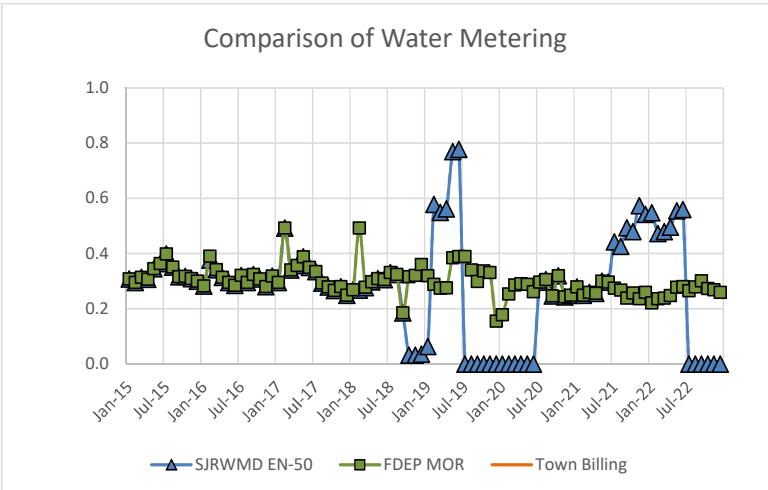
	A	B	C	D	E	F	G
1	PARAMETER	WTP No. 1					
2	Date						
3	(Month-Year)	Average Daily Demand (gpd)	Max Daily Demand (gpd)	MDD/ADD Peaking Factor	Rated Max Day Design Capacity	% Max Day Design Capacity	Comments
4	Column1	Column2	Column3	Column4	Column5	Column6	Column7
5	Jan-12	300,161	575,000	1.92	1,440,000	40%	
6	Feb-12	287,207	486,000	1.69	1,440,000	34%	
7	Mar-12	284,419	383,000	1.35	1,440,000	27%	
8	Apr-12	317,333	466,000	1.47	1,440,000	32%	
9	May-12	322,548	451,000	1.40	1,440,000	31%	
10	Jun-12	298,133	411,000	1.38	1,440,000	29%	
11	Jul-12	328,710	460,000	1.40	1,440,000	32%	
12	Aug-12	301,677	396,000	1.31	1,440,000	28%	
13	Sep-12	285,567	377,000	1.32	1,440,000	26%	
14	Oct-12	285,774	338,000	1.18	1,440,000	23%	
15	Nov-12	304,067	437,000	1.44	1,440,000	30%	
16	Dec-12	294,675	379,000	1.29	1,440,000	26%	
17	Jan-13	262,387	341,000	1.30	1,440,000	24%	
18	Feb-13	287,143	390,000	1.36	1,440,000	27%	
19	Mar-13	308,871	603,000	1.95	1,440,000	42%	
20	Apr-13	287,033	364,000	1.27	1,440,000	25%	
21	May-13	314,000	409,000	1.30	1,440,000	28%	
22	Jun-13	282,567	373,000	1.32	1,440,000	26%	
23	Jul-13	261,581	414,000	1.58	1,440,000	29%	
24	Aug-13	274,935	348,000	1.27	1,440,000	24%	
25	Sep-13	276,900	497,000	1.79	1,440,000	35%	
26	Oct-13	297,871	433,000	1.45	1,440,000	30%	
27	Nov-13	269,667	368,000	1.36	1,440,000	26%	
28	Dec-13	272,323	408,000	1.50	1,440,000	28%	
29	Jan-14	281,194	433,000	1.54	1,440,000	30%	
30	Feb-14	280,571	454,000	1.62	1,440,000	32%	
31	Mar-14	297,226	773,000	2.60	1,440,000	54%	
32	Apr-14	300,100	460,000	1.53	1,440,000	32%	
33	May-14	294,645	490,000	1.66	1,440,000	34%	
34	Jun-14	284,700	422,000	1.48	1,440,000	29%	
35	Jul-14	312,484	434,000	1.39	1,440,000	30%	
36	Aug-14	317,571	491,000	1.55	1,440,000	34%	
37	Sep-14	399,933	1,125,000	2.81	1,440,000	78%	
38	Oct-14	302,745	477,000	1.58	1,440,000	33%	
39	Nov-14	303,933	546,000	1.80	1,440,000	38%	
40	Dec-14	305,484	655,000	2.14	1,440,000	45%	
41	Jan-15	308,032	531,000	1.72	1,440,000	37%	
42	Feb-15	295,321	418,000	1.42	1,440,000	29%	
43	Mar-15	313,742	567,000	1.81	1,440,000	39%	
44	Apr-15	307,367	635,000	2.07	1,440,000	44%	
45	May-15	345,645	529,000	1.53	1,440,000	37%	
46	Jun-15	364,167	585,000	1.61	1,440,000	41%	
47	Jul-15	398,803	677,000	1.70	1,440,000	47%	
48	Aug-15	350,452	623,000	1.78	1,440,000	43%	
49	Sep-15	316,500	491,000	1.55	1,440,000	34%	
50	Oct-15	317,355	467,000	1.47	1,440,000	32%	
51	Nov-15	309,400	417,000	1.35	1,440,000	29%	
52	Dec-15	299,935	466,000	1.55	1,440,000	32%	
53	Jan-16	282,713	453,000	1.60	1,440,000	31%	
54	Feb-16	390,125	1,301,000	3.33	1,440,000	90%	WM Break
55	Mar-16	341,535	568,000	1.66	1,440,000	39%	
56	Apr-16	313,900	435,000	1.39	1,440,000	30%	
57	May-16	295,513	476,000	1.61	1,440,000	33%	
58	Jun-16	284,933	405,000	1.42	1,440,000	28%	
59	Jul-16	320,323	583,000	1.82	1,440,000	40%	
60	Aug-16	294,903	473,000	1.60	1,440,000	33%	
61	Sep-16	324,633	1,117,000	3.44	1,440,000	78%	
62	Oct-16	307,581	590,000	1.92	1,440,000	41%	
63	Nov-16	280,667	450,000	1.60	1,440,000	31%	
64	Dec-16	318,000	476,000	1.50	1,440,000	33%	
65	Jan-17	295,032	366,000	1.24	1,440,000	25%	
66	Feb-17	492,000	1,188,000	2.41	1,440,000	83%	
67	Mar-17	340,387	1,261,000	3.70	1,440,000	88%	
68	Apr-17	357,233	415,000	1.16	1,440,000	29%	
69	May-17	387,806	697,000	1.80	1,440,000	48%	
70	Jun-17	350,300	441,000	1.26	1,440,000	31%	
71	Jul-17	335,290	616,000	1.84	1,440,000	43%	
72	Aug-17	293,439	547,000	1.86	1,440,000	38%	
73	Sep-17	278,767	372,000	1.33	1,440,000	26%	
74	Oct-17	266,548	550,000	2.06	1,440,000	38%	
75	Nov-17	280,267	383,000	1.37	1,440,000	27%	
76	Dec-17	249,216	344,000	1.38	1,440,000	24%	



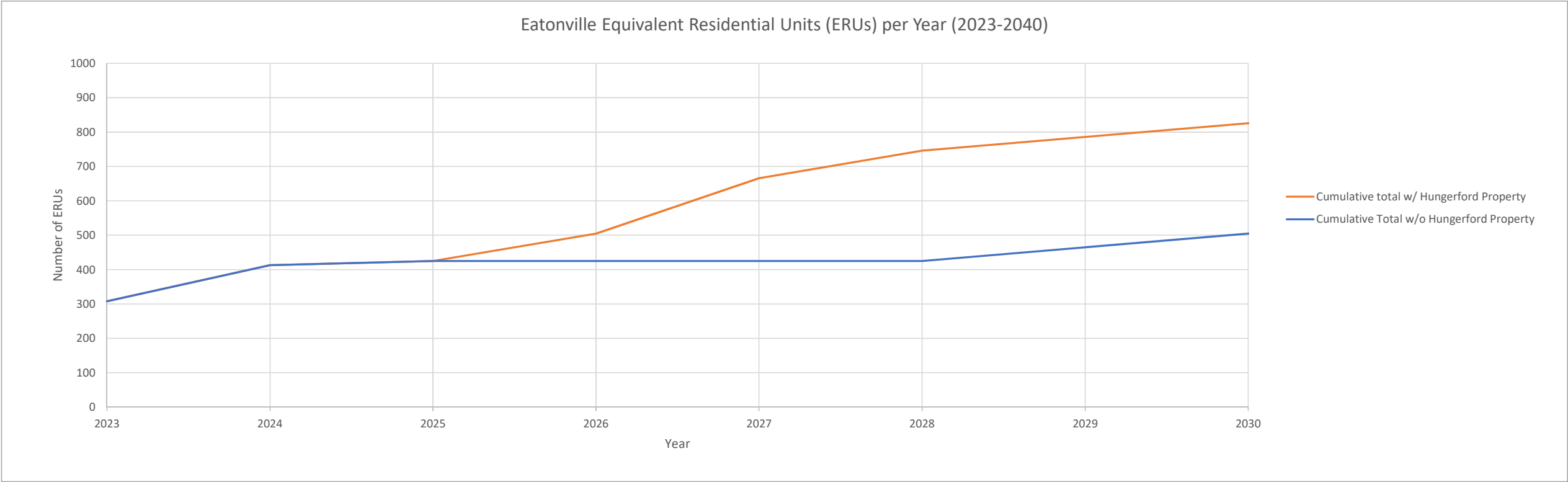
	A	B	C	D	E	F	G
77	Jan-18	269,032	504,000	1.87	1,440,000	35%	
78	Feb-18	492,000	1,188,000	2.41	1,440,000	83%	
79	Mar-18	277,533	351,000	1.26	1,440,000	24%	
80	Apr-18	297,867	490,000	1.65	1,440,000	34%	
81	May-18	308,806	607,000	1.97	1,440,000	42%	
82	Jun-18	306,067	424,000	1.39	1,440,000	29%	
83	Jul-18	331,323	560,000	1.69	1,440,000	39%	
84	Aug-18	323,935	453,000	1.40	1,440,000	31%	
85	Sep-18	185,087	474,000	2.56	1,440,000	33%	
86	Oct-18	316,680	532,000	#REF!	1,440,000	37%	added 0 at end
87	Nov-18	321,070	455,000	#REF!	1,440,000	32%	added 0 at end
88	Dec-18	359,680	785,000	#REF!	1,440,000	55%	added 0 at end
89	Jan-19	319,680	567,000	1.77	1,440,000	39%	added 0 at end
90	Feb-19	288,821	517,000	1.79	1,440,000	36%	
91	Mar-19	274,355	607,000	2.21	1,440,000	42%	
92	Apr-19	275,933	402,000	1.46	1,440,000	28%	
93	May-19	384,568	683,000	1.78	1,440,000	47%	
94	Jun-19	388,667	640,000	1.65	1,440,000	44%	
95	Jul-19	389,710	706,000	1.81	1,440,000	49%	
96	Aug-19	340,286	518,000	1.52	1,440,000	36%	
97	Sep-19	298,813	389,000	1.30	1,440,000	27%	
98	Oct-19	337,484	453,000	1.34	1,440,000	31%	
99	Nov-19	331,667	435,000	1.31	1,440,000	30%	
100	Dec-19	155,042	544,000	3.51	1,440,000	38%	
101	Jan-20	178,677	439,000	2.46	1,440,000	30%	
102	Feb-20	253,348	633,000	2.50	1,440,000	44%	
103	Mar-20	286,226	376,000	1.31	1,440,000	26%	
104	Apr-20	291,167	352,000	1.21	1,440,000	24%	
105	May-20	288,387	380,000	1.32	1,440,000	26%	
106	Jun-20	261,321	335,000	1.28	1,440,000	23%	
107	Jul-20	296,097	525,000	1.77	1,440,000	36%	
108	Aug-20	305,210	808,500	2.65	1,440,000	56%	
109	Sep-20	246,933	380,000	1.54	1,440,000	26%	
110	Oct-20	319,916	746,000	2.33	1,440,000	52%	
111	Nov-20	243,500	457,000	1.88	1,440,000	32%	
112	Dec-20	248,387	300,000	1.21	1,440,000	21%	
113	Jan-21	279,048	600,000	2.15	1,440,000	42%	
114	Feb-21	248,625	344,000	1.38	1,440,000	24%	
115	Mar-21	259,452	336,000	1.30	1,440,000	23%	
116	Apr-21	256,033	342,000	1.34	1,440,000	24%	
117	May-21	299,765	402,000	1.34	1,440,000	28%	
118	Jun-21	295,933	405,000	1.37	1,440,000	28%	
119	Jul-21	274,000	362,000	1.32	1,440,000	25%	
120	Aug-21	267,355	391,000	1.46	1,440,000	27%	adjusted average and max to not include outlier
121	Sep-21	238,167	314,000	1.32	1,440,000	22%	
122	Oct-21	257,129	390,000	1.52	1,440,000	27%	
123	Nov-21	236,533	308,000	1.30	1,440,000	21%	
124	Dec-21	258,806	327,000	1.26	1,440,000	23%	
125	Jan-22	221,129	319,000	1.44	1,440,000	22%	
126	Feb-22	236,143	296,000	1.25	1,440,000	21%	
127	Mar-22	238,710	335,000	1.40	1,440,000	23%	
128	Apr-22	247,867	342,000	1.38	1,440,000	24%	
129	May-22	277,355	348,000	1.25	1,440,000	24%	
130	Jun-22	280,100	369,000	1.32	1,440,000	26%	
131	Jul-22	264,677	457,000	1.73	1,440,000	32%	adjusted average and max to not include outlier
132	Aug-22	279,323	480,000	1.72	1,440,000	33%	
133	Sep-22	300,800	720,000	2.39	1,440,000	50%	
134	Oct-22	273,774	372,000	1.36	1,440,000	26%	
135	Nov-22	269,003	637,000	2.37	1,440,000	44%	
136	Dec-22	258,871	412,000	1.59	1,440,000	29%	
137							
138	PARAMETER	WTP No. 1					
139	Date	Town of Eatonville					
140	(Year)	ADD (MGD)	MDD (MGD)	MDD/ADD	Rated Max Day Design Capacity	% Max Day Design Capacity	
141	2012	0.301	0.575	1.91	1.44	30%	
142	2013	0.283	0.603	2.13	1.44	29%	
143	2014	0.307	1.125	3.67	1.44	28%	
144	2015	0.327	0.677	2.07	1.44	29%	
145	2016	0.313	1.301	4.16	1.44	29%	
146	2017	0.327	1.261	3.85	1.44	28%	
147	2018	0.316	1.188	3.76	1.44	28%	
148	2019	0.315	0.706	2.24	1.44	28%	
149	2020	0.268	0.809	3.01	1.44	28%	
150	2021	0.264	0.600	2.27	1.44	28%	
151	2022	0.262	0.720	2.74	1.44	29%	
152	Average (5-yr)	0.285	0.805	2.81	1.44	28%	
153							
154							
155							





	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	PARAMETER	Date	SJRWMD EN-50	FDEP MOR	WTP Use	Town Billing	Loss								
2	2015	Jan-15	0.308	0.308	0.000		0.308	<div>Comparison of Water Metering</div> 							
3		Feb-15	0.295	0.295	0.000		0.295								
4		Mar-15	0.314	0.314	(0.000)		0.314								
5		Apr-15	0.307	0.307	(0.000)		0.307								
6		May-15	0.346	0.346	0.000		0.346								
7		Jun-15	0.364	0.364	(0.000)		0.364								
8		Jul-15	0.399	0.399	0.000		0.399								
9		Aug-15	0.350	0.350	(0.000)		0.350								
10		Sep-15	0.317	0.317	-		0.317								
11		Oct-15	0.317	0.317	(0.000)		0.317								
12		Nov-15	0.309	0.309	-		0.309								
13		Dec-15	0.300	0.300	0.000		0.300								
14	2016	Jan-16	0.283	0.283	(0.000)		0.283								
15		Feb-16	0.377	0.390	(0.013)		0.390								
16		Mar-16	0.342	0.342	0.000		0.342								
17		Apr-16	0.314	0.314	-		0.314								
18		May-16	0.296	0.296	(0.000)		0.296								
19		Jun-16	0.285	0.285	0.000		0.285								
20		Jul-16	0.320	0.320	(0.000)		0.320								
21		Aug-16	0.295	0.295	0.000		0.295								
22		Sep-16	0.325	0.325	0.000		0.325								
23		Oct-16	0.308	0.308	(0.000)		0.308								
24		Nov-16	0.281	0.281	(0.000)		0.281								
25		Dec-16	0.318	0.318	-		0.318								
26	2017	Jan-17	0.295	0.295	0.000		0.295								
27		Feb-17	0.492	0.492	-		0.492								
28		Mar-17	0.340	0.340	0.000		0.340								
29		Apr-17	0.357	0.357	0.000		0.357								
30		May-17	0.388	0.388	0.000		0.388								
31		Jun-17	0.350	0.350	-		0.350								
32		Jul-17	0.335	0.335	0.000		0.335								
33		Aug-17	0.293	0.293	(0.000)		0.293								
34		Sep-17	0.279	0.279	(0.000)		0.279								
35		Oct-17	0.267	0.267	0.000		0.267								
36		Nov-17	0.280	0.280	0.000		0.280								
37		Dec-17	0.249	0.249	0.000		0.249								
38	2018	Jan-18	0.269	0.269	0.000		0.269								
39		Feb-18	0.267	0.492	(0.225)		0.492								
40		Mar-18	0.276	0.278	(0.001)		0.278								
41		Apr-18	0.298	0.298	(0.000)		0.298								
42		May-18	0.309	0.309	0.000		0.309								
43		Jun-18	0.306	0.306	(0.000)		0.306								
44		Jul-18	0.331	0.331	(0.000)		0.331								
45		Aug-18	0.324	0.324	0.000		0.324								
46		Sep-18	0.185	0.185	(0.000)		0.185								
47		Oct-18	0.032	0.317	(0.285)		0.317								
48		Nov-18	0.032	0.321	(0.289)		0.321								
49		Dec-18	0.036	0.360	(0.324)		0.360								
50	2019	Jan-19	0.064	0.320	(0.256)		0.320								
51		Feb-19	0.578	0.289	0.289		0.289								
52		Mar-19	0.549	0.274	0.274		0.274								
53		Apr-19	0.562	0.276	0.286		0.276								
54		May-19	0.769	0.385	0.385		0.385								
55		Jun-19	0.777	0.389	0.389		0.389								
56		Jul-19	-	0.390	(0.390)		0.390								
57		Aug-19	-	0.340	(0.340)		0.340								
58		Sep-19	-	0.299	(0.299)		0.299								
59		Oct-19	-	0.337	(0.337)		0.337								
60		Nov-19	-	0.332	(0.332)		0.332								
61		Dec-19	-	0.155	(0.155)		0.155								
62	2020	Jan-20	-	0.179	(0.179)		0.179								
63		Feb-20	-	0.253	(0.253)		0.253								
64		Mar-20	-	0.286	(0.286)		0.286								
65		Apr-20	-	0.291	(0.291)		0.291								
66		May-20	-	0.288	(0.288)		0.288								
67		Jun-20	-	0.261	(0.261)		0.261								
68		Jul-20	0.296	0.296	(0.000)		0.296								
69		Aug-20	0.305	0.305	(0.000)		0.305								
70		Sep-20	0.247	0.247	0.000		0.247								
71		Oct-20	0.320	0.320	0.000		0.320								
72		Nov-20	0.244	0.244	-		0.244								
73		Dec-20	0.248	0.248	0.000		0.248								
74	2021	Jan-21	0.279	0.279	0.000		0.279								
75		Feb-21	0.249	0.249	-		0.249								
76		Mar-21	0.259	0.259	(0.000)		0.259								
77		Apr-21	0.256	0.256	0.000		0.256								
78		May-21	0.300	0.300	(0.000)		0.300								
79		Jun-21	0.296	0.296	0.000		0.296								
80		Jul-21	0.442	0.274	0.168		0.274								
81		Aug-21	0.427	0.267	0.159		0.267								
82		Sep-21	0.493	0.238	0.255		0.238								
83		Oct-21	0.480	0.257	0.223		0.257								
84		Nov-21	0.573	0.237	0.337		0.237								
85		Dec-21	0.542	0.259	0.283		0.259								
86	2022	Jan-22	0.548	0.221	0.326		0.221								
87		Feb-22	0.472	0.236	0.236		0.236								
88		Mar-22	0.480	0.239	0.241		0.239								
89		Apr-22	0.496	0.248	0.248		0.248								
90		May-22	0.555	0.277	0.277		0.277								
91		Jun-22	0.560	0.280	0.280		0.280								
92		Jul-22	-	0.265	(0.265)		0.265								
93		Aug-22	-	0.279	(0.279)		0.279								
94		Sep-22	-	0.301	(0.301)		0.301								
95		Oct-22	-	0.274	(0.274)		0.274								
96		Nov-22	-	0.269	(0.269)		0.269								
97		Dec-22	-	0.259	(0.259)		0.259								

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	Project ID	Name	Type	Status	Acres	# Lots/ ERU	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Comments
2	1	Lake Weston Apartments	Multi Family	In Construction	49.5	308	308											107,552 AADF
3	2	Enclave Apartments	Multi Family	In Construction	14.99	72		72										72 ERU
4	3	Host Dime	Commercial	In Construction	5	33		33										11,235 AADF
5	4	Commercial Property	Commercial	Concept Plan		12			12									Assumed 12 based on nearby property plans
6	5	Hungerford Property	Mixed Use	Concept Plan	67.3	321				80	161	80						Assumed 321 connections from 2018 Master Plan
7	6	Bing Property	C-1, C-3, R-2	Vacant	6.36	51							40	11				R-2 = 8 DU/acre
8	7	Interstate Property	C-3, I-1	Vacant	3.7	16								16				*acres*1500 gpd/acre/350 gpd per ERU
9	8	Orra Ventures LLC	I-1	Vacant	1.63	7								7				*acres*1500 gpd/acre/350 gpd per ERU
10	9	339 Clark St	R-2	Vacant	1.6	13								6	7			R-2 = 8 DU/acre
11	10	690 W Kennedy Blvd	C-3	Vacant	0.95	4									4			*acres*1500 gpd/acre/350 gpd per ERU
12	11	W Kennedy	R-1	Vacant	1	5									5			R-1 = 5 du/acre
13	12	BOCPS	C-3	Vacant - County Parks & Rec	17.61	75									24	40	11	*acres*1500 gpd/acre/350 gpd per ERU
14	13	DOT	C-2/M-U	Vacant - State Forest Parks & Rec	5.71	24											24	*acres*1500 gpd/acre/350 gpd per ERU
15																		
16																		
17	TOTAL per Year	-			175	942	308	105	12	80	161	80	40	40	40	40	35	
18	w/o Hungerford				108	621	308	105	12	0	0	0	40	40	40	40	35	
19	Cumulative Total						308	413	425	505	666	746	786	826	866	906	941	
20	w/o Hungerford						308	413	425	425	425	425	465	505	545	585	620	
21	Difference					321	0	0	0	80	241	321	321	321	321	321	321	



## 119

**Population Projections**

This line chart displays population trends from 2015 to 2040. The y-axis represents population, ranging from 0 to 7,000. The x-axis represents the year. Two data series are shown: 'Population Served (3.89 ppph)' (blue line with triangles) and '2020 CFWI Population Projections' (red line with diamonds). The population served shows a steady increase, starting around 2,500 in 2015 and reaching approximately 6,500 by 2040. The 2020 CFWI population projections remain relatively flat, starting around 2,200 and ending around 2,700.

**Water Demand Projections**

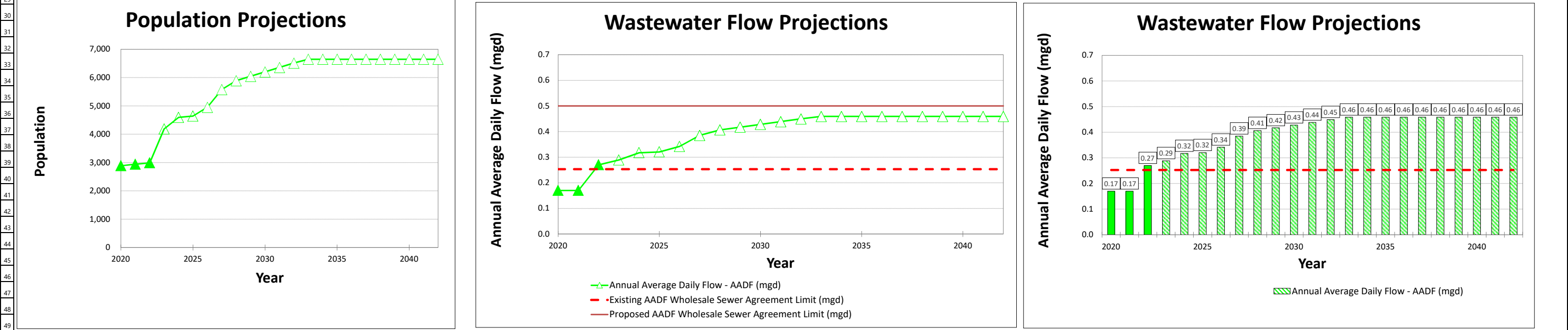
This line chart displays water demand trends from 2015 to 2040. The y-axis represents annual average daily demand (mgd), ranging from 0.0 to 0.7. The x-axis represents the year. Three data series are shown: 'Annual Average Daily Demand - ADD (mgd)' (blue line with triangles), '2020 CFWI Demand Projections' (red line with diamonds), and 'Annual Average Permitted WUP Limit (mgd)' (red dashed line). The ADD shows a significant increase, starting around 0.3 mgd in 2015 and reaching approximately 0.65 mgd by 2040. The 2020 CFWI demand projections remain relatively flat, starting around 0.3 mgd and ending around 0.35 mgd. The permitted WUP limit is constant at approximately 0.4 mgd.

**Water Demand Projections**

This bar chart displays water demand trends from 2015 to 2040. The y-axis represents annual average daily demand (mgd), ranging from 0.0 to 0.7. The x-axis represents the year. The chart includes four data series: 'AWS Need Beyond 2025' (red hatched bars), '2025 UFA Adjusted AADD' (blue hatched bars), 'Annual Average Permitted WUP Limit (mgd)' (red solid line), and 'Proposed Adjusted CUP Limit to 2025 Demands' (red dotted line). The AWS need and 2025 UFA adjusted AADD show a significant increase, starting around 0.3 mgd in 2015 and reaching approximately 0.65 mgd by 2040. The permitted WUP limit is constant at approximately 0.4 mgd. The proposed adjusted CUP limit is constant at approximately 0.45 mgd.

Section II. Item #1.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
1	PARAMETER																							COMMENTS	
2		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041		2042
3	Wastewater Use																								
4	Total # of Active Service Water Connections	742	756	768	1,076	1,181	1,193	1,273	1,434	1,514	1,554	1,594	1,634	1,674	1,709	1,709	1,709	1,709	1,709	1,709	1,709	1,709	1,709	1,709	
5	Service Connections per Year	0	14	12	308	105	12	80	161	80	40	40	40	40	35	0	0	0	0	0	0	0	0	0	
6	Future Cumulative Dwelling Units			12	320	425	437	517	678	758	798	838	878	918	953	953	953	953	953	953	953	953	953	953	Plans for New Developments
7	Persons per Household (pphh) - Connection	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	3.89	2020 US Census = 3.89 persons per household
8	Per Capita Usage (gpd)	59	58	90	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	
9	Flow per Connection	229	225	352	269	269	269	269	269	269	269	269	269	269	269	269	269	269	269	269	269	269	269	269	Town of Eatonville LOS 300 gpd per ERU
10	Population Served (3.89 pphh)	2,886	2,941	2,988	4,186	4,594	4,641	4,952	5,578	5,889	6,045	6,201	6,356	6,512	6,648	6,648	6,648	6,648	6,648	6,648	6,648	6,648	6,648	6,648	
11	Annual Average Daily Flow - AADF (mgd)	0.17	0.17	0.27	0.29	0.32	0.32	0.34	0.39	0.41	0.42	0.43	0.44	0.45	0.46	0.46	0.46	0.46	0.46	0.46	0.46	0.46	0.46	0.46	Based on meter at Master Lift Station (2022 skewed due to Hurricane Ian)
12	Max Day Flow - MDF (mgd)	0.34	0.34	0.54	0.58	0.63	0.64	0.68	0.77	0.81	0.83	0.86	0.88	0.90	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	MDF/ADF Peaking Factor = 2
13	Peak Hour Flow - PHF (gpm)	0.68	0.68	1.08	1.16	1.27	1.28	1.37	1.54	1.63	1.67	1.71	1.76	1.80	1.84	1.84	1.84	1.84	1.84	1.84	1.84	1.84	1.84	1.84	PHF/ADF Peaking Factor = 4
14	Existing Service Agreement to Altamonte																								
15	Existing AADF Wholesale Sewer Agreement Limit (mgd)	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	Existing Wholesale Agreement = 252,893 mgd AADF
16	AADF (mgd)	0.17	0.17	0.27	0.29	0.32	0.32	0.34	0.39	0.41	0.42	0.43	0.44	0.45	0.46	0.46	0.46	0.46	0.46	0.46	0.46	0.46	0.46	0.46	
17	AADF Agreement Surplus/Deficit (mgd)	0.08	0.08	(0.02)	(0.04)	(0.06)	(0.07)	(0.09)	(0.13)	(0.15)	(0.16)	(0.18)	(0.19)	(0.20)	(0.21)	(0.21)	(0.21)	(0.21)	(0.21)	(0.21)	(0.21)	(0.21)	(0.21)	(0.21)	
18	Percent Agreement Allocation (%)	67%	67%	107%	114%	125%	127%	135%	152%	161%	165%	169%	173%	178%	181%	181%	181%	181%	181%	181%	181%	181%	181%	181%	
19	Proposed Service Agreement to Altamonte																								
20	Proposed AADF Wholesale Sewer Agreement Limit (mgd)	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	Proposed Wholesale Agreement = 500,000 mgd AADF
21	AADF (mgd)	0.17	0.17	0.27	0.29	0.32	0.32	0.34	0.39	0.41	0.42	0.43	0.44	0.45	0.46	0.46	0.46	0.46	0.46	0.46	0.46	0.46	0.46	0.46	
22	AADF Agreement Surplus/Deficit (mgd)	0.33	0.33	0.23	0.21	0.18	0.18	0.16	0.11	0.09	0.08	0.07	0.06	0.05	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
23	Percent Agreement Allocation (%)	34%	34%	54%	58%	63%	64%	68%	77%	81%	83%	86%	88%	90%	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%	
24	Rated Capacity of Master Lift Station																								
25	Design Capacity (gpm)	740	740	740	740	740	740	740	740	740	740	740	740	740	740	740	740	740	740	740	740	740	740	740	Per Park Master Lift Station Plans
26	MDF (gpm)	236	236	375	401	440	445	475	535	565	580	594	609	624	637	637	637	637	637	637	637	637	637	637	
27	Design Surplus/Deficit (mgd)	504	504	365	339	300	295	265	205	175	160	146	131	116	103	103	103	103	103	103	103	103	103	103	
28	Percent Design Capacity (%)	32%	32%	51%	54%	60%	60%	64%	72%	76%	78%	80%	82%	84%	86%	86%	86%	86%	86%	86%	86%	86%	86%	86%	Begin Planning at 75% Capacity



## APPENDIX D: Town of Eatonville 5-year Capital Improvements Program (CIP) Plan

TOWN OF EATONVILLE		
CAPITAL PROJECT BUDGET		
FISCAL YEAR 2022 - 2023 APPROVED CAPITAL BUDGET		
DEPARTMENT ACCOUNT NAME	ACCOUNT NUMBER	FY 22 - 23 APPROVED BUDGET
REVENUES	FUND - 300	
CLEAN WATER - SRF	300-337.9000	665,000
AARP	300-331.0100	500,000
FDOT - ARTS ENDOWMENT	300-331.0200	180,000
TOTAL GRANTS		1,345,000
TOTAL OPERATING REVENUE		1,345,000
VEREEN LIFT STATION/QUAD REHAB.		
OPERATING EXPENSES		
Professional Services	300-0536-536.3100	
Contractual Services	300-0536-536.3400	65,000
CAPITAL OUTLAYS		
Construction in Progress	300-0536-536.6500	600,000
TOTAL CAPITAL OUTLAY		665,000
TOTAL CLEAN WATER SRF EXPEND		665,000

<b>FDOT - ARTS</b>		
OPERATING EXPENSES		
Professional Services	300-0541.541.3100	
Contractual Services	300-0541-541.3400	50,000
<b>TOTAL OPERATING EXPENSES</b>		<b>50,000</b>
CAPITAL OUTLAYS		
ARTS	300-0541-541.6500	130,000
<b>TOTAL CAPITAL OUTLAY</b>		<b>130,000</b>
<b>TOTAL FDOT GRANT EXPENDITURES</b>		<b>180,000</b>
<b>AARP</b>		
OPERATING EXPENSES		
Administrative Costs	300-0533-533.3411	
Contractual Services	300-0533-533.3400	0
<b>TOTAL OPERATING EXPENSES</b>		<b>0</b>
CAPITAL OUTLAYS		
Infrastructure	300-0533-533.6500	500,000
<b>TOTAL CAPITAL OUTLAY</b>		<b>500,000</b>
<b>TOTAL AARP GRANT EXPEND.</b>		<b>500,000</b>
<b>TOTAL CAPITAL PROJECT EXPEND.</b>		<b>1,345,000</b>

	A	B	K	N	
1					Section II. Item #1.
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
12					
13					
14					
15					
16					
17	<b>ESTIMATED REVENUES</b>				
18					
19	<b>GENERAL FUND</b>	<b>FUND -001</b>			
20	<b>REVENUES</b>				
21					
22	AD VALOREM TAXES				
23	Ad Valorem Taxes-Current	001-311.1000	\$1,727,356	\$1,765,817	\$1,912,436
24					
25	<b>TOTAL AD VALOREM TAXES</b>		<b>\$1,727,356</b>	<b>\$1,765,817</b>	<b>\$1,912,436</b>
26					
27	SALES AND USES TAXES				
28	Local Option Gas Tax	001-312.4100	\$66,780	\$68,595	\$71,783
29					
30	<b>TOTAL SALES AND USES TAXES</b>		<b>\$66,780</b>	<b>\$68,595</b>	<b>\$71,783</b>
31					
32	FRANCHISE FEES:				
33	Electric	001-323.4000	\$392,688	\$392,688	\$401,000
34	Solid Waste	001-323.7000	\$2,500	\$2,500	\$2,000
35					
36	<b>TOTAL FRANCHISE FEES</b>		<b>\$395,188</b>	<b>\$395,188</b>	<b>\$403,000</b>
37					
38	UTILITY SERVICE TAXES				
39	Electric	001-314.1000	\$410,000	\$410,000	\$453,600
40	Other Telecommunications	001-314.2000	\$86,611	\$86,611	\$91,000
41	Water Utility Tax	001-314.3000	\$60,000	\$60,000	\$65,000
42	Gas	001-314.4000	\$4,000	\$4,000	\$5,000
43					
44	<b>TOTAL UTILITY SERVICE TAXES</b>		<b>\$560,611</b>	<b>\$560,611</b>	<b>\$614,600</b>
45					
46	LICENSES AND PERMITS (CITY)				
47	Business Tax Licenses	001-316.0000	\$16,000	\$16,000	\$16,000
48	Building Permits	001-322.0000	\$40,000	\$180,000	\$300,000
49	Other Permits and Fees	001-329.0000	\$9,000	\$9,000	\$50,000
50	Fire Safety Inspection	001-342.5000	\$7,500	\$7,500	\$8,000
51	Linkage Fees			\$100,000	\$100,000
52					
53	<b>TOTAL LICENSES AND PERMITS</b>		<b>\$72,500</b>	<b>\$312,500</b>	<b>\$474,000</b>
54					
55	STATE SHARED REVENUES				
56	State Revenue Sharing	001-335.1200	\$103,717	\$99,360	\$119,581
57	Alcoholic Beverage Licenses	001-335.1500	\$500	\$500	\$200
58	Half Cent Sales Tax	001-335.1800	\$269,640	\$237,244	\$330,557
59	<b>TOTAL STATE SHARED REVENUES</b>		<b>\$373,857</b>	<b>\$337,104</b>	<b>\$450,338</b>



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5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
60					
61	COUNTY SHARED REVENUES				
62	Occupational Licenses	001-316.2000	\$500	\$500	\$500
63					
64	<b>TOTAL COUNTY SHARED REVENUES</b>		<b>\$500</b>	<b>\$500</b>	<b>\$500</b>
65					
66	CHARGES FOR SERVICES				
67	Eatonville Post Office	001-345.9001	\$17,440	\$17,440	\$17,440
68	Recreation Program Fees	001-347.2100			
69	Other Gov't Charges & W/S Administrative Fees	001-341.9000	\$55,000	\$15,000	\$20,000
70	<b>TOTAL CHARGES FOR SERVICES</b>		<b>\$72,440</b>	<b>\$32,440</b>	<b>\$37,440</b>
71					
72	FINES AND FORFEITURES				
73	Court Fines	001-351.1000	\$8,000	\$8,000	\$8,000
76	Code Violation Penalties	001-354.1000	\$5,000	\$5,000	\$5,000
77	Parking Tickets	001-351.1100	\$200	\$200	\$200
78	Seized Tags	001-342.9000	\$200	\$300	\$300
79	Towing	001-342.9001	\$2,000	\$2,000	\$2,000
80	<b>TOTAL FINES AND FORFEITURES</b>		<b>\$15,400</b>	<b>\$15,500</b>	<b>\$15,500</b>
81					
82	MISCELLANEOUS REVENUES				
83	Summer Food Program	001-331.6200	\$50,000	\$50,000	\$45,000
84	Federal Grants	001-331.9000	\$10,000	\$10,000	\$30,000
85	Interest Earnings on Investment	001-361.0000	\$200	\$200	\$200
87	Rental Income/DJC	001-362.0000	\$2,000	\$2,000	\$10,000
88	Rental Income/Tower	001-362.1000	\$27,469	\$27,469	\$27,469
91	Other Miscellaneous Revenue	001-369.0000	\$3,000	\$3,000	\$3,000
93	Election Qualifying Fees	001-369.1000		\$3,000	
94	Police - Off Duty Detail	001-369.0003	\$10,000	\$8,000	\$8,000
95	Police Liaison-Orange County School	001-337.2001	\$61,250	\$61,250	\$70,000
96	Library Rental	001-366.0000	\$60,654	\$60,654	\$60,654
97	Martin Luther King Jr. -Event	001-361.1000			\$26,648
98	Robert Woods Johnson Foundation	001-361.2000			\$25,000
99	<b>TOTAL MISCELLANEOUS REVENUE</b>		<b>\$224,573</b>	<b>\$225,573</b>	<b>\$305,971</b>
100					
101	OTHER FINANCING SOURCES & USES				
102	Forward Balance/Transfer		\$342,406	\$342,406	\$446,929
103					
104	<b>TOTAL OTHER FINANCING SOURCES</b>		<b>\$342,406</b>	<b>\$342,406</b>	<b>\$446,929</b>
105					
106	<b>TOTAL OPERATING REVENUE</b>		<b>\$342,406</b>	<b>\$342,406</b>	<b>\$446,929</b>
107					
108					
109					
110	<b>TOTAL REVENUES</b>		<b>\$3,851,611</b>	<b>\$4,056,234</b>	<b>\$4,732,497</b>

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4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
111					
112					
113					
114	<b>LEGISLATIVE - 511</b>				
115	<b>EXPENDITURES</b>				
116					
117	PERSONAL SERVICES				
118	Salaries & Wages Regular	001-0511-511.1100	\$39,564	\$103,064	\$94,564
119					
120					
121	<b>TOTAL SALARIES AND WAGES</b>		<b>\$39,564</b>	<b>\$103,064</b>	<b>\$94,564</b>
122					
123	FICA Taxes 7.65%	001-0511-511.2100	\$3,027	\$7,884	\$7,234
124	Retirement 5%	001-0511-511.2200		\$3,175	\$2,750
125	Health Insurance	001-0511-511.2300		\$7,232	\$9,333
126	Workers' Compensation	001-0511-511.2400	\$1,909	\$1,909	\$2,500
127					
128	<b>TOTAL FRINGE BENEFITS</b>		<b>\$4,936</b>	<b>\$20,200</b>	<b>\$21,817</b>
129					
130	<b>TOTAL PERSONAL SERVICES</b>		<b>\$44,500</b>	<b>\$123,264</b>	<b>\$116,381</b>
131					
132	EXPENDITURES				
133	Professional Services	001-0511-511.3100	\$5,000	\$5,000	\$5,000
134	Professional Services - Clerk	001-0511-511.3101			\$4,000
135	Contractual Svcs-	001-0511-511.3400			\$10,000
136	CRA-Town TIF Payment	001-0511-511.3410	\$190,000	\$224,190	\$224,190
137	Travel & Per Diem - Mayor	001-0511-511.4000	\$4,000	\$4,000	\$4,000
138	Travel & Per Diem - TC	001-0511-511.4001	\$6,000	\$6,000	\$12,000
139	Travel & Per Diem - Clerk	001-0511-511.4002			\$1,550
140	Communication Services	001-0511-511.4100	\$3,600	\$3,600	\$4,000
141	Communication Services - Clerk	001-0511-511.4101			\$500
142	Mail & Freight	001-0511-511.4200	\$700	\$700	\$700
143	Mail & Freight - Clerk	001-0511-511.4201			\$500
144	Rentals and Leases	001-0511-511.4700	\$300	\$300	\$500
145	Printing and Binding	001-0511-511.4700	\$2,000	\$2,000	\$2,000
146	Printing and Binding - Clerk	001-0511-511.4701			\$1,000
147	Promotional Activities	001-0511-511.4800	\$6,000	\$6,000	\$1,000
148	Community Event ( Veterans)	001-0511-511.4802	\$500	\$500	\$100
149	Legislative/Council Scholarship	001-0511-511.4801	\$5,000	\$5,000	\$5,000
150	Legal Advertisement - Clerk	001-0511-511.4900			\$10,000
151	Special Project - Council	001-0511-511.4902			
152	Office Supplies	001-0511-511.5100	\$1,000	\$1,000	\$1,000
153	Office Supplies - Clerk	001-0511-511.5101			\$1,500
154	Operating Supplies	001-0511-511.5210	\$1,000	\$1,000	\$1,000
157	Operating Supplies - Clerk	001-0511-511.5211			\$1,500
158	Books, Publications, Subscriptions -Mayor	001-0511-511.5400	\$1,500	\$1,500	\$1,500
159	Books, Publications, Subscriptions - TC	001-0511-511.5401	\$3,000	\$3,000	\$4,000
160	Books, Publications, Subscriptions - Clerk	001-0511-511.5403			\$1,900
161	Registration - Mayor	001-0511-511.5402	\$1,000	\$1,000	\$2,000
162	Registration - TC	001-0511-511.5403	\$5,000	\$5,000	\$8,000
163	Registration - Clerk	001-0511-511.5404			\$561
164	Contingency (Current Fiscal Year)	001-0511-511.5800	\$240,910	\$227,349	\$476,601
165	Miscellaneous Expenses	001-0511-511.5900			
166					
167	<b>TOTAL OPERATING EXPENSES</b>		<b>\$476,510</b>	<b>\$497,139</b>	<b>\$785,602</b>
168					
169	CAPITAL OUTLAYS				
170					
171	<b>TOTAL CAPITAL OUTLAYS</b>				

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5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
172					
173	<b>TOTAL LEGISLATIVE EXPENDITURES</b>		<b>\$521,010</b>	<b>\$620,403</b>	<b>\$901,983</b>

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1					Section II. Item #1.
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4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
174					
175					
219					
220	<b>EXECUTIVE/ADMIN.-512</b>				
221	<b>EXPENDITURES</b>				
222					
223	<b>PERSONAL SERVICES</b>				
224	Salaries	001-0512-512.1200	\$115,368	\$45,006	\$40,000
225	Wages - Part Time	001-0512-512.1300			
226	Overtime	001-0512-512.1400			
227	<b>TOTAL SALARIES AND WAGES</b>		<b>\$115,368</b>	<b>\$45,006</b>	<b>\$40,000</b>
228					
229	<b>FRINGE BENEFITS</b>				
230	FICA Taxes - 7.65%	001-0512-512.2100	\$8,858	\$3,443	\$3,060
231	Retirement 5%	001-0512-512.2200	\$4,923	\$5,147	\$2,000
232	Health & Life Insurance	001-0512-512.2300	\$21,696	\$14,464	\$14,773
233	Workers' Compensation	001-0512-512.2400	\$1,200	\$1,200	\$2,000
234	Unemployment Compensation	001-0512-512.2500	\$2,000	\$2,000	\$2,000
235					
236	<b>TOTAL FRINGE BENEFITS</b>		<b>\$38,677</b>	<b>\$26,254</b>	<b>\$23,833</b>
237					
238	<b>TOTAL PERSONAL SERVICES</b>		<b>\$154,045</b>	<b>\$71,260</b>	<b>\$63,833</b>
239					
240	<b>OPERATING EXPENSES</b>				
241	Professional Services	001-0512-512.3100	\$3,000	\$4,000	\$4,000
242	Contractual Services	001-0512-512.3400	\$3,000	\$3,000	\$3,000
243	Travel & Per Diem	001-0512-512.4000	\$1,500	\$1,500	\$3,000
244	Communication Services	001-0512-512.4100	\$3,000	\$3,000	\$3,000
245	Mail & Freight	001-0512-512.4200	\$1,200	\$1,000	\$1,000
246	Utility Services	001-0512-512.4300	\$16,000	\$14,000	\$14,000
247	Rentals & Leases	001-0512-512.4400	\$5,000	\$4,000	\$4,000
248	Insurance	001-0512-512.4500	\$150,000	\$150,000	\$195,000
251	Printing & Binding	001-0512-512.4700	\$1,200	\$1,000	\$3,000
252	Promotional Activities	001-0512-512.4800	\$1,000	\$1,000	\$1,000
253	Legal Ads.	001-0512-512.4900	\$13,000	\$15,000	
254	Other Charges-ex. Election	001-0512-512.4915		\$8,000	
255	Office Supplies	001-0512-512.5100	\$2,000	\$3,000	\$5,000
256	Operating Supplies	001-0512-512.5210	\$2,000	\$5,000	\$5,000
257	Gas & Oil	001-0512-512.5290	\$1,200	\$1,200	\$1,200
258	Books, Publications, Subscriptions	001-0512-512.5400	\$1,000	\$1,500	\$1,500
259					
260	<b>TOTAL OPERATING EXPENSES</b>		<b>\$204,100</b>	<b>\$216,200</b>	<b>\$243,700</b>
261					
262	<b>CAPITAL OUTLAYS</b>				
263					
267	<b>TOTAL CAPITAL OUTLAYS</b>				
268					
269	<b>TOTAL ADMINISTRATION EXPENDITURES</b>		<b>\$358,145</b>	<b>\$287,460</b>	<b>\$307,533</b>

	A	B	K	N	
1					Section II. Item #1.
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
270					
271					
272	<b>FINANCE-513</b>				
273	<b>EXPENDITURES</b>				
274	PERSONAL SERVICES				
275	Salaries & Wages - Regular	001-0513-513.1200	<b>\$163,804</b>	<b>\$198,165</b>	<b>\$212,470</b>
276					
277					
278	<b>TOTAL SALARIES AND WAGES</b>		<b>\$163,804</b>	<b>\$198,165</b>	<b>\$212,470</b>
279					
280	FRINGE BENEFITS				
281	FICA Taxes- 7.65%	001-0513-513.2100	\$12,531	\$15,160	\$16,254
282	Retirement -5%	001-0513-513.2200	\$6,590	\$6,920	\$9,724
283	Health and Life Insurance	001-0513-513.2300	\$30,629	\$30,629	\$37,331
284	Workers' Compensation	001-0513-513.2400	\$865	\$865	\$1,200
285	Unemployment Compensation	001-0513-513.2500	\$2,000	\$2,000	\$2,000
286	<b>TOTAL FRINGE BENEFITS</b>		<b>\$52,615</b>	<b>\$55,574</b>	<b>\$66,508</b>
287					
288	<b>TOTAL PERSONAL SERVICES</b>		<b>\$216,419</b>	<b>\$253,739</b>	<b>\$278,978</b>
289					
290	OPERATING EXPENSES				
291	Professional Services	001-0513-513.3100	\$500	\$500	\$3,500
292	Accounting and Auditing	001-0513-513.3200	\$35,000	\$51,000	\$65,000
293	Contractual Service	001-0513-513.3400	\$30,000	\$30,000	\$45,000
294	Contractual Services-Payroll Services	001-0513-513.3411	\$9,560	\$10,000	\$10,000
295	Travel & Per Diem	001-0513-513.4000	\$1,000	\$1,000	\$3,000
296	Communication Services	001-0513-513.4100	\$2,600	\$2,600	\$2,600
297	Mail & Freight	001-0513-513.4200	\$1,500	\$1,500	\$1,500
298	Rentals & Leases	001-0513-513.4400	\$1,500	\$2,000	\$2,000
300	Printing & Binding	001-0513-513.4700	\$500	\$500	\$700
302	Bad Debt Expense	001-0513-513.4700			
303	Office Supplies	001-0513-513.5100	\$1,500	\$2,500	\$2,500
304	Operating Supplies	001-0513-513.5210	\$2,500	\$2,500	\$2,500
305	Books, Publications, Subscriptions, Regist.	001-0513-513.5400	\$1,000	\$1,000	\$2,500
306	Equipment	001-0513-513.6450			
307					
308	<b>TOTAL OPERATING EXPENSES</b>		<b>\$87,160</b>	<b>\$105,100</b>	<b>\$140,800</b>
309					
310	CAPITAL OUTLAYS				
311	New Technical (Wi-Fi, Computers/Conf. Systems				\$10,000
312					
313	<b>TOTAL CAPITAL OUTLAYS</b>				<b>\$10,000</b>
314					
315	<b>TOTAL FINANCE EXPENDITURES</b>		<b>\$303,579</b>	<b>\$358,839</b>	<b>\$429,778</b>

	A	B	K	N	
1					Section II. Item #1.
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
316					
317	<b>LEGAL COUNSEL-514</b>				
318	<b>EXPENDITURES</b>				
319					
320	<b>OPERATING EXPENSES</b>				
321	Professional Services	001-0514-514.3100	\$40,000	\$50,000	\$100,000
322	Other Legal Services	001-0514-514.3400	\$14,000	\$14,000	\$20,000
323	Town Council - Other Legal service	001-0514-514.4000	\$8,000	\$6,000	
324	Books, Publications, Subscriptions				
325					
326	<b>TOTAL LEGAL EXPENDITURES</b>		<b>\$62,000</b>	<b>\$70,000</b>	<b>\$120,000</b>

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1					Section II. Item #1.
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
327	<b>PLANNING AND COMMUNITY DEVELOPMENT - 515</b>				
328	<b>EXPENDITURES</b>				
329					
330	<b>PERSONAL SERVICES</b>				
331	Salaries & Wages-Regular	001-0515-515.1200	\$18,946	\$5,868	\$127,663
332					
333	<b>TOTAL SALARIES &amp; WAGES</b>		<b>\$18,946</b>	<b>\$5,868</b>	<b>\$127,663</b>
334					
335	<b>FRINGE BENEFITS</b>				
336	FICA Taxes - 7.65%	001-0515-515.2100	\$1,449	\$449	\$9,766
337	Retirement 5%	001-0515-515.2200	\$947	\$352	
338	Health & Life Insurance	001-0515-515.2300	\$15,315	\$3,252	\$18,665
339	Workers' Compensation	001-0515-515.2400	\$2,000	\$2,000	\$2,000
340	Unemployment Compensation	001-0515-515.2500			
341					
342	<b>TOTAL FRINGE BENEFITS</b>		<b>\$19,711</b>	<b>\$6,053</b>	<b>\$30,431</b>
343					
344	<b>TOTAL PERSONAL SERVICES</b>		<b>\$38,657</b>	<b>\$11,921</b>	<b>\$158,094</b>
345					
346	<b>OPERATING EXPENSES</b>				
347	Professional Services	001-0515-515.3100	\$8,000	\$8,000	\$40,000
348	Contractual Services	001-0515-515.3400	\$30,000	\$90,000	\$75,000
349	Florida Main Street - Contract	001-0515-515.3401	\$25,000	\$25,000	
350	Contractual Svcs - Code Compliance	001-0515-515.3402	\$40,800	\$40,800	
351	Contractual Svcs - Planner	001-0515-515.3403		\$55,692	
352	Travel & Per Diem	001-0515-515.4000	\$2,000	\$2,000	\$3,000
353	Communication Services	001-0515-515.4100	\$2,300	\$2,300	\$2,500
354	Mail & Freight	001-0515-515.4200	\$1,000	\$1,000	\$3,500
355	Rentals & Leases	001-0515-515.4400	\$4,000	\$4,000	\$4,000
356	Repair & Maintenance Auto	001-0515-515.4610	\$2,000	\$2,000	\$2,000
357	Printing & Binding	001-0515-515.4700	\$1,000	\$1,000	\$1,000
358	Legal Advertising	001-0515-515.4900	\$8,000	\$8,000	\$20,000
359	Office Supplies	001-0515-515.5100	\$500	\$500	\$2,500
360	Operating Supplies	001-0515-515.5210	\$880	\$880	\$2,000
361	Uniforms	001-0515-515.5220	\$500	\$500	\$2,000
362	Gas & Oil	001-0515-515.5290	\$1,500	\$1,500	\$5,000
363	Books, Publications, Subscriptions	001-0515-515.5400	\$1,150	\$1,150	\$2,300
364					
365	<b>TOTAL OPERATING EXPENSES</b>		<b>\$128,630</b>	<b>\$244,322</b>	<b>\$164,800</b>
366					
367					
368	<b>TOTAL COMM. DEVELOP. EXPEND.</b>		<b>\$167,287</b>	<b>\$256,243</b>	<b>\$322,894</b>

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1					Section II. Item #1.
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
369					
370	<b>DEBT SERVICES EXPENDITURE - 517</b>				
371					
372	DEBT SERVICE-2000 Bond Issue				
373	Principal	001-0517-517.7100	\$55,000	\$50,000	\$55,000
374	Interest	001-0517-517.7200	\$25,000	\$30,750	\$32,000
375	Other Charges	001-0517-517.4915	\$3,000	\$5,000	\$5,000
376	<b>TOTAL DEBT SERVICE EXPENDITURE</b>		<b>\$83,000</b>	<b>\$85,750</b>	<b>\$92,000</b>



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1					
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
377					
378					
379					
380	<b>POLICE DEPARTMENT-521</b>				
381	<b>EXPENDITURES</b>				
382					
383	<b>PERSONAL SERVICES</b>				
384	Salaries & Wages - Regular	001-0521-521.1200	\$664,258	\$636,209	<b>\$704,707</b>
385	Wages Part-time	001-0521-521.1300	\$29,503	\$30,028	\$51,200
386	Wages Overtime	001-0521-521.1400	\$35,000	\$35,000	\$35,000
387	001-0521-521.1401	001-0521-521.1401			
388	Incentive Pay	001-0521-521.1500	\$7,800	\$7,800	\$7,800
389	Merit Incentive Pay	001-0521-521.1501			\$10,000
390					
391	<b>TOTAL SALARIES &amp; WAGES</b>		<b>\$736,561</b>	<b>\$709,037</b>	<b>\$808,707</b>
392					
393	<b>FRINGE BENEFITS</b>				
394	FICA Taxes - 7.65%	001-0521-521.2100	\$56,347	\$61,905	\$61,866
395	Retirement - Office Staff	001-0521-521.2200	\$2,880	\$4,002	\$4,365
396	Police Officers Retirement	001-0521-521.2201	\$20,000	\$20,000	\$20,000
397	Health & Life Insurance	001-0521-521.2300	\$115,616	\$115,616	\$139,990
398	Workers' Compensation	001-0521-521.2400	\$26,000	\$26,000	\$30,000
399	Unemployment Compensation	001-0521-521.2500	\$2,000	\$2,000	\$2,000
400	<b>TOTAL FRINGE BENEFITS</b>		<b>\$222,843</b>	<b>\$229,523</b>	<b>\$258,221</b>
401					
402	<b>TOTAL PERSONAL SERVICES</b>		<b>\$959,404</b>	<b>\$938,560</b>	<b>\$1,066,928</b>
403					
404	<b>OPERATING EXPENSES</b>				
405	Professional Services	001-0521-521.3100	\$10,000	\$10,000	\$10,000
406	Contractual Services	001-0521-521.3400	\$85,000	\$78,000	\$80,000
407	Travel & Per Diem	001-0521-521.4000	\$3,000	\$2,000	\$2,000
408	Communication	001-0521-521.4100	\$10,000	\$10,000	\$10,000
409	Mail & Freight	001-0521-521.4200	\$500	\$500	\$500
410	Utility Services	001-0521-521.4300	\$16,000	\$16,000	\$12,000
411	Rental & Leases	001-0521-521.4400	\$10,000	\$20,000	\$32,500
412	Repair & Maintenance-Auto	001-0521-521.4610	\$18,000	\$25,000	
413	Printing & Binding	001-0521-521.4700	\$600	\$600	\$600
415	Legal Ads	001-0521-521.4900	\$700	\$700	\$700
416	Alarm System Monitoring	001-0521-521.4910	\$700	\$700	\$700
417	Office Supplies	001-0521-521.5100	\$2,500	\$2,500	\$2,500
418	Operating Supplies	001-0521-521.5210	\$15,200	\$15,200	\$15,200
419	Uniforms & Shoes	001-0521-521.5220	\$5,300	\$5,300	\$5,300
420	Gas & Oil	001-0521-521.5290	\$25,000	\$30,500	\$40,000
421	Books, Publications, Subscriptions	001-0521-521.5400	\$1,000	\$1,000	\$1,000
422	Training	001-0521-521.5410	\$4,000	\$5,000	\$10,000
423	<b>TOTAL OPERATING EXPENSES</b>		<b>\$207,500</b>	<b>\$223,000</b>	<b>\$223,000</b>
424	<b>CAPITAL OUTLAY</b>				
426					
427	Improvements Other	001-0521-521.6300			
428	Vehicle	001-0521-521.6410			\$50,000
429	Equipment (Grant)	001-0521-521.6420	\$10,000	\$10,000	\$20,000
430	<b>TOTAL CAPITAL OUTLAYS</b>		<b>\$10,000</b>	<b>\$10,000</b>	<b>\$20,000</b>
431					
432	<b>TOTAL POLICE EXPENDITURES</b>		<b>\$1,176,904</b>	<b>\$1,171,560</b>	<b>\$1,309,928</b>

	A	B	K	N	
1					Section II. Item #1.
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
433					
434					
466					
467	<b>FIRE RESCUE-522</b>				
468	<b>EXPENDITURES</b>				
469					
470					
471	OPERATING EXPENSES				
472	Contractual Services	001-0522-522.3400	\$312,538	\$342,035	\$390,945
473	<b>TOTAL OPERATING EXPENSES</b>		<b>\$312,538</b>	<b>\$342,035</b>	<b>\$390,945</b>
474					
475					
476	<b>TOTAL FIRE EXPENDITURES</b>		<b>\$312,538</b>	<b>\$342,035</b>	<b>\$390,945</b>

	A	B	K	N	Section II. Item #1.
1					
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
477					
478					
479	<b>PUBLIC WORKS-541</b>				
480	<b>EXPENDITURES</b>				
481	PERSONAL SERVICES				
482	Salaries & Wages- Regular	001-0541-541.1200	\$26,696	\$30,368	\$36,236
483	Wages Part-time	001-0541-541.1300			
484	Wages Overtime	001-0541-541.1400			
485	Bonus			\$3,000	
486					
487	<b>TOTAL SALARIES &amp; WAGES</b>		<b>\$26,696</b>	<b>\$33,368</b>	<b>\$36,236</b>
488					
489	FRINGE BENEFITS				
490	FICA Taxes -7.65%	001-0541-541.2100	\$2,042	\$2,323	\$2,772
491	Retirement 5%	001-0541-541.2200	\$279	\$345	\$1,812
492	Health & Life Insurance	001-0541-541.2300	\$2,552	\$2,552	\$6,222
493	Workers' Compensation	001-0541-541.2400	\$822	\$822	\$1,000
494	Unemployment Compensation	001-0541-541.2500			
495					
496	<b>TOTAL FRINGE BENEFITS</b>		<b>\$5,695</b>	<b>\$6,042</b>	<b>\$11,806</b>
497					
498	<b>TOTAL PERSONAL SERVICES</b>		<b>\$32,391</b>	<b>\$39,410</b>	<b>\$48,042</b>
499					
500	OPERATING EXPENSES				
501	Professional Services	001-0541-541.3100	\$15,000	\$15,000	\$15,000
502	Contractual Services	001-0541-541.3400	\$20,000	\$20,000	\$20,000
503	Contractual Svcs Building Maintenance	001-0541-541.3402			\$25,000
504	Contractual Svc - (Town's ROW, Parks, Street)	001-0541-541.3403			\$35,000
505	Contractual Svcs (Maint. All town Vehicles)				\$38,000
506	Travel & Per Diem	001-0541-541.4000	\$500	\$500	\$500
507	Communication Services	001-0541-541.4100	\$2,200	\$2,200	\$2,200
508	Mail & Freight	001-0541-541.4200	\$1,000	\$1,000	\$1,000
509	Utility Services	001-0541-541.4300	\$105,000	\$105,000	\$105,000
510	Rental & Leases	001-0541-541.4400	\$7,500	\$7,500	\$7,500
511	Repair & Maintenance	001-0541-541.4610	\$3,000	\$3,000	\$3,000
512	Building repairs and Maintenance	001-0541-541.4611	\$11,000	\$11,000	\$11,000
513	Repair & Maintenance - Other	001-0541-541.4620			
514	Printing & Binding	001-0541-541.4700	\$500	\$500	\$500
515	Office Supplies	001-0541-541.5100	\$1,400	\$1,400	\$1,400
516	Operating Supplies	001-0541-541.5210	\$16,000	\$16,000	\$16,000
517	Uniforms & Shoes	001-0541-541.5220	\$750	\$750	\$1,000
518	Gas & Oil	001-0541-541.5290	\$1,500	\$1,500	\$1,500
519	Road Materials & Supplies	001-0541-541.5300	\$30,000	\$30,000	\$50,000
520	Books, Publications, Subscriptions	001-0541-541.5400	\$200	\$200	\$200
521	<b>TOTAL OPERATING SUPPLIES</b>		<b>\$215,550</b>	<b>\$215,550</b>	<b>\$333,800</b>
522					
523	<b>CAPITAL OUTLAYS</b>				
524	Building Improvements	001-0541-541.6200			
525	Improvements Other	001-0541-541.6300			
526	Vehicle	001-0541-541.6410	\$20,000		
527	Locate machine			\$20,000	\$20,000
528	Building Renovations			\$300,000	
529	Lawn Equipment(s)		\$15,000	\$15,000	\$15,000
530	<b>TOTAL CAPITAL OUTLAYS</b>		<b>\$35,000</b>	<b>\$335,000</b>	<b>\$35,000</b>
531					
532	<b>TOTAL PUB. WORKS EXPENDITURES</b>		<b>\$282,941</b>	<b>\$589,960</b>	<b>\$416,842</b>

	A	B	K	N	
1					Section II. Item #1.
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
533					
534	<b>POST OFFICE - 550</b>				
535	<b>EXPENDITURES</b>				
536	<b>PERSONAL SERVICES</b>				
537	Wages Full - time	001-0550-550.1200	\$18,398	\$19,318	\$23,400
538	Wages Part-time	001-0550-550.1300			
539	Overtime	001-0550-550.1400			
540	<b>TOTAL SALARIES AND WAGES</b>		<b>\$18,398</b>	<b>\$19,318</b>	<b>\$23,400</b>
541					
542	<b>FRINGE BENEFITS</b>				
543	FICA Taxes - 7.65%	001-0550-550.2100	\$1,407	\$1,478	\$1,790
544	Retirement 5%	001-0550-550.2200			\$1,170
545	Health & Life Insurance	001-0550-550.2300			\$9,333
546	Workers' Compensation	001-0550-550.2400	\$84	\$84	\$100
547	Unemployment Compensation	001-0550-550.2500			
548					
549	<b>TOTAL FRINGE BENEFITS</b>		<b>\$1,491</b>	<b>\$1,562</b>	<b>\$12,393</b>
550					
551	<b>TOTAL PERSONAL SERVICES</b>		<b>\$19,889</b>	<b>\$20,880</b>	<b>\$35,793</b>
552					
553	<b>OPERATING EXPENSES</b>				
554	Contractual Services	001-0550-550.3400	\$2,000	\$2,000	\$2,500
555	Communication	001-0550-550.4100	\$800	\$800	\$800
556	Utility Services	001-0550-550.4300	\$2,800	\$2,800	\$3,100
557	Rentals & Leases	001-0550-550.4400			
558	Repairs & Maintenance	001-0550-550.4600			
559	Office Supplies	001-0550-550.5100			
560	Promotional Activities	001-0550-550.4800			
561	Operating Supplies	001-0550-550.5210	\$1,500	\$2,000	
562	<b>TOTAL OPERATING EXPENSES</b>		<b>\$7,100</b>	<b>\$7,600</b>	<b>\$6,400</b>
563					
564	<b>TOTAL POST OFFICE EXPENDITURES</b>		<b>\$26,989</b>	<b>\$28,480</b>	<b>\$42,193</b>

	A	B	K	N	
1					Section II. Item #1.
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
565					
566					
567					
568	<b>SUMMER FOOD - 560</b>				
569	<b>EXPENDITURES</b>				
570	<b>PERSONAL SERVICES</b>				
571	Wages Part-time	001-0560-560.1300	\$16,860	\$16,860	\$16,860
572					
573	<b>TOTAL SALARIES AND WAGES</b>		<b>\$16,860</b>	<b>\$16,860</b>	<b>\$16,860</b>
574					
575	<b>FRINGE BENEFITS</b>				
576	FICA Taxes - 7.65%	001-0560-560.2100	\$1,319	\$1,319	\$1,319
577	Workers' Compensation	001-0560-560.2400	\$500	\$500	\$500
578					
579	<b>TOTAL FRINGE BENEFITS</b>		<b>\$1,819</b>	<b>\$1,819</b>	<b>\$1,819</b>
580					
581	<b>TOTAL PERSONAL SERVICES</b>		<b>\$18,679</b>	<b>\$18,679</b>	<b>\$18,679</b>
582					
583	<b>OPERATING EXPENSES</b>				
584	Operating Supplies	001-0560-560.5210	\$27,115	\$27,115	\$27,115
585	<b>TOTAL OPERATING EXPENSES</b>		<b>\$27,115</b>	<b>\$27,115</b>	<b>\$27,115</b>
586					
587	<b>TOTAL SUMMER FOOD EXPENDITURES</b>		<b>\$45,794</b>	<b>\$45,794</b>	<b>\$45,794</b>
588					

	A	B	K	N	Section II. Item #1.
1					
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
589	<b>COMMUNITY &amp; YOUTH SVCS. DEPT. - 572</b>				
590	<b>EXPENDITURES</b>				
592	PERSONAL SERVICES				
593	Salaries & Wages - Regular	001-0572-572.1200	\$28,500	\$31,500	\$35,360
594	Wages Part-time	001-0572-572.1300	\$16,389	\$20,000	\$54,600
595					
596	<b>TOTAL SALARIES &amp; WAGES</b>		<b>\$44,889</b>	<b>\$51,500</b>	<b>\$89,960</b>
597					
598	FRINGE BENEFITS				
599	FICA Taxes - 7.65%	001-0572-572.2100	\$3,434	\$3,940	\$6,882
600	Retirement 5%	001-0572-572.2200	\$1,425		\$1,768
601	Health & Life Insurance	001-0572-572.2300	\$7,657	\$7,657	\$9,333
602	Workers' Compensation	001-0572-572.2400	\$5,374	\$5,374	\$6,000
603	Unemployment Compensation	001-0572-572.2500	\$1,000	\$1,000	\$1,000
604					
605	<b>TOTAL FRINGE BENEFITS</b>		<b>\$18,890</b>	<b>\$17,971</b>	<b>\$24,983</b>
606					
607	<b>TOTAL PERSONAL SERVICES</b>		<b>\$63,779</b>	<b>\$69,471</b>	<b>\$114,943</b>
608					
609					
610	OPERATING SERVICES				
611	Professional Services	001-0572-572.3100	\$2,100	\$2,100	\$7,000
612	Contractual Services	001-0572-572.3400	\$35,000	\$25,000	\$35,000
613	Contractual Services	001-0572-572.3402			
614	Travel & Per Diem	001-0572-572.4000	\$440	\$440	\$3,000
615	Communication Services	001-0572-572.4100	\$3,500	\$3,500	\$4,500
616	Mail & Freight	001-0572-572.4200	\$1,500	\$1,500	\$2,500
617	Utility Services	001-0572-572.4300	\$25,000	\$25,000	\$30,000
618	Rentals & Leases	001-0572-572.4400	\$7,000	\$7,000	\$10,000
619	Maintenance - Building	001-0572-572.4600	\$6,000	\$6,000	\$25,000
620	Repair & Maintenance -AUTO/OTHERS	001-0572-572.4610	\$2,000	\$2,000	\$4,000
621	Printing & Binding	001-0572-572.4700	\$1,000	\$1,000	\$2,000
622	Promotional Activities	001-0572-572.4800	\$5,000	\$5,000	\$7,500
623	Office Supplies	001-0572-572.5100	\$2,000	\$2,000	\$5,000
624	Operating Supplies	001-0572-572.5210	\$5,000	\$5,000	\$8,000
625	Uniforms	001-0572-572.5220	\$500	\$500	\$1,000
626	Gas & Oil	001-0572-572.5290	\$3,500	\$3,500	\$5,000
627	Books, Publications, Subscriptions	001-0572-572.5400	\$200	\$200	\$500
628	Senior Activities	001-0572-572.5600	\$5,500	\$5,500	\$7,000
629	Training	001-0572-572.5410			\$5,000
630	Youth Activities	001-0572-572.5601		\$10,000	\$12,000
631	Building Improvements	001-0572-572.6200			\$15,000
632	<b>TOTAL OPERATING EXPENSES</b>		<b>\$105,240</b>	<b>\$105,240</b>	<b>\$189,000</b>
633					
634	CAPITAL OUTLAYS				
635	Improvements Other	001-0572-572.6300			
636	Playground	001-0572-572.6450			
637					
638	<b>TOTAL CAPITAL OUTLAYS</b>				
639					
640	<b>TOTAL COMMUNITY &amp; YOUTH EXPEND.</b>		<b>\$169,019</b>	<b>\$174,711</b>	<b>\$303,943</b>

	A	B	K	N	
1					Section II. Item #1.
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
641					
642	<b>SPECIAL EVENTS - 574 EXPENDITURES</b>				
643					
644	<b>OPERATING EXPENSES</b>				
645					
646	Other Miscellaneous expense - MLK	001-0574-574.4900			\$23,665
647	Other Miscellaneous expense - RWJF	001-0574-574.4901			\$25,000
648					
649	<b>TOTAL OPERATING EXPENSES</b>				<b>\$48,665</b>
650					
651					
652					
653					
654					
655					

	A	B	K	N	
1					Section II. Item #1.
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED GENERAL FUND BUDGET</b>				
5					
6					
7		<b>ACCOUNT</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10			<b>7.2938</b>	<b>7.2938</b>	<b>7.2938</b>
656					
657	<b>GENERAL FUND REVENUES</b>	<b>FYI ONLY</b>	<b>\$3,851,611</b>	<b>\$4,056,234</b>	<b>\$4,732,497</b>
658	<b>FUND BALANCE</b>				
659	<b>TOTAL GEN. FUND EXPENDITURES</b>		<b>\$3,509,205</b>	<b>\$4,031,234</b>	<b>\$4,732,497</b>
660					
661	<b>OVER/UNDER BUDGET GENERAL FUND</b>		<b>\$342,406</b>	<b>\$25,000</b>	<b>\$0</b>



	A	B	F	G	I
1					
2	<b>TOWN OF EATONVILLE</b>				
3	<b>FISCAL YEAR (FY) 2022 - 2023</b>				
4	<b>APPROVED ENTERPRISE FUND BUDGET</b>				
5	<b>WATER &amp; SEWER FUND</b>				
6					
7	<b>DEPARTMENT</b>	<b>ACCOUNT</b>	<b>FISCAL 20-21</b>	<b>FISCAL 21-22</b>	<b>FY 22-23</b>
8	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
9			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
10					
11					
12					
13	<b>WATER &amp; SEWER REVENUE</b>	FUND-400			
14					
15	<b>Beginning Enterprise Fund Balance</b>				
16			\$100,000.00	\$100,000.00	\$100,000.00
17	<b>CHARGES FOR SERVICES</b>				
18	Water	400-343.3000	300,000	300,000	300,000
19	Sewer	400-343.5000	400,000	400,000	400,000
20	Cut on/off Fees	400-343.6310	8,946	8,946	8,946
21	Connection Fees	400-343.6510	23,100	50,000	300,000
22	Late Penalty	400-343.6900	20,000	20,000	20,000
23	Return Check Fees/SERVICE CHARGE FE	400-343.6910	1,000	1,000	1,000
24	Miscellaneous-Other	400-343.6930	7,000	7,000	7,000
25	Interest Income	400-361.1000	565	565	565
26		400-343.9000			
27	<b>SERVICE CHARGES</b>	400-343.9005	2,000	2,000	2,000
28		400-343.9006			
29		400-343.9010			
30		400-343.9020			
31		400-343.9040			
32		400-369-0000			
33					
34	<b>STATE &amp; FEDERAL GRANTS REVENUE</b>				
35					
36	(ARPA)Coronavirus Local Fiscal Recv Funds			570,000	503,747
37					
38					
39	<b>TOTAL WATER &amp; SEWER REVENUE</b>		<b>\$862,611.00</b>	<b>\$1,459,511.00</b>	<b>\$1,643,258.00</b>
40					
41					

	A	B	F	G	I
42	<b>TOWN OF EATONVILLE</b>				
43	<b>FISCAL YEAR 2022 - 2023</b>				
44	<b>APPROVED ENTERPRISE FUND BUDGET</b>				
45					
46					
47	<b>DEPARTMENT</b>	<b>ACCOUNT</b>	<b>FISCAL 20-21</b>	<b>FISCAL 21-22</b>	<b>FY 22-23</b>
48	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
49			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
50					
51					
52	<b>WATER &amp; SEWER -536</b>				
53	<b>EXPENDITURES</b>				
54					
55	PERSONAL SERVICES				
56	Salaries & Wages - Regular	400-0536-536.1200	183,999	193,597	173,146
57					
58	Wages Overtime	400-0536-536.1400	10,000	10,000	6,000
59	Stand By Pay	400-0536-536.1700	7,200	7,000	5,000
60					
61					
62	<b>TOTAL SALARIES &amp; WAGES</b>		<b>201,199</b>	<b>210,597</b>	<b>184,146</b>
63					
64	FRINGE BENEFITS				
65	FICA Taxes - 7.65%	400-0536-536.2100	15,376	16,111	14,087
66	Retirement 5%	400-0536-536.2200	4,818	4,818	4,533
67	Health & Life Insurance	400-0536-536.2300	38,537	38,537	40,441
68	Workers' Compensation	400-0536-536.2400	9,230	9,230	10,000
69	Unemployment Compensation	400-0536-536.2500	-	-	-
70					
71	<b>TOTAL FRINGE BENEFITS</b>		<b>67,961</b>	<b>68,696</b>	<b>69,061</b>
72					
73	<b>TOTAL PERSONAL SERVICES</b>		<b>269,160</b>	<b>279,293</b>	<b>253,207</b>
74					
75	OPERATING EXPENSES				
76	Professional Services	400-0536-536.3100	10,000	10,000	15,000
77	Contractual Services	400-0536-536.3400	30,000	30,000	50,000
78	Contractual Services-Altamonte Springs	400-0536-536.3410	260,000	300,000	300,000
79	Administrative Expense	400-0536-536.3500	55,000	15,000	20,000
80	Travel & Per Diem	400-0536-536.4000	2,000	2,000	2,000
81	Communication Services	400-0536-536.4100	3,500	3,500	3,500
82	Mail & Freight	400-0536-536.4200	5,000	5,000	5,000
83	Utility Services	400-0536-536.4300	25,000	20,000	20,000
84	Rentals & Leases	400-0536-536.4400	10,000	3,000	5,000
85	Repair & Maintenance - Auto	400-0536-536.4610	5,000	5,000	5,000
86	REPAIR & MAINTENANCE - OTHER	400-0536-536.4620	3,500	3,500	25,000
87	Repair - Lift Station	400-0536-536.4630	10,000	5,000	25,000
88	Repair & maintenance - WATER LINES	400-0536-536.4650	5,000	5,000	25,000
89	Repair & maintenance - Sewer Lines	400-0536-536.4660	10,000	5,000	25,000
90	Printing & Binding	400-0536-536.4700	2,200	2,200	2,000
91	Legal AD	400-0536-536.4900	1,000	1,000	1,000
92	Office Supplies	400-0536-536.5100	1,500	1,500	1,000
93	Operating Supplies	400-0536-536.5210	10,000	5,000	25,000
94	Uniforms & Shoes	400-0536-536.5220	750	750	1,100
95	Chemicals	400-0536-536.5280	20,000	20,000	30,000
96	Gas & Oil	400-0536-536.5290	8,600	8,600	10,000
97	Books, Publications, Subscriptions	400-0536-536.5400	200	200	200
98		400-0536-536.5500			
99	Depreciation	400-0536-536.5900			
100	Contingency	400-0536-536.5800	10,201	24,103	199,314
101	<b>TOTAL OPERATING EXPENSES</b>		<b>488,451</b>	<b>475,353</b>	<b>795,114</b>
102					
103					

	A	B	F	G	I
104					
105	<b>TOWN OF EATONVILLE</b>				
106	<b>FISCAL YEAR 2021 - 2022</b>				
107	<b>APPROVED ENTERPRISE FUND BUDGET</b>				
108					
109					
110	<b>DEPARTMENT</b>	<b>ACCOUNT</b>	<b>FISCAL 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
111	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
112			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
113					
114					
115	CAPITAL OUTLAYS				
116					
117	West Water Tower Repairs/Renovations			300,000	300,000
118	Meter Replacement Program			200,000	133,747
119	Valve Repair/Replacement Program			50,000	50,000
120				20,000	20,000
121					
122	Lift Stations Improvement	400-0536-536.6320			
123	Utility Truck	400-0536-536.6420		20,000	20,000
124	Equipment & Machinery	400-0536-536.6420			
125	Vehicle - F150	400-0536-536.6420	20,000	20,000	20,000
126	<b>TOTAL CAPITAL OUTLAY</b>		<b>\$20,000.00</b>	<b>\$610,000.00</b>	<b>\$543,747.00</b>
127					
128					
129	DEBT SERVICE-SRF Loan				
130	SRF	400-0536-536.7100	85,000	85,000	41,325
131	USDA	400-0536-536.7100	-	9,865	9,865
132	Bond Cost	400-0536-536.7101			
133	Interest Expense	400-0536-536.7102			
134	<b>TOTAL DEBT SERVICE</b>		<b>85,000</b>	<b>94,865</b>	<b>\$51,190.33</b>
135					
136					
137			-	-	-
138					
139			-	-	-
140					
141	<b>TOTAL WATER/SEWER EXPENDITURES</b>		<b>862,611</b>	<b>1,459,511</b>	<b>1,643,258</b>
142					
143	<b>(OVER/UNDER BUDGET)</b>				<b>(0)</b>
144					

	A	B	F	G	I
145					
146	<b>TOWN OF EATONVILLE</b>				
147	<b>FISCAL YEAR 2019-2020</b>				
148	<b>APPROVED ENTERPRISE FUND BUDGET</b>				
149					
150					
151	<b>DEPARTMENT</b>	<b>ACCOUNT</b>	<b>FISCAL 20-21</b>	<b>FISCAL 2022</b>	<b>FISCAL 2023</b>
152	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
153			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
154					
155	<b>SOLID WASTE</b>	FUND 401			
156	<b>ESTIMATED REVENUES</b>				
157					
158	CHARGES FOR SERVICES				
159					
160	Residential/Commercial Refuse/Recyc	401-343.4000	360,000	360,000	360,000
161					
162					
163	<b>TOTAL REVENUES</b>		<b>360,000</b>	<b>360,000</b>	<b>360,000</b>
164					
165	<b>SOLID WASTE - 401</b>				
166	<b>EXPENDITURES</b>				
167					
168	CONTRACTUAL SERVICES	401-0534-534.3400	293,550	293,550	293,550
169					
170	Fund Balance		66,450	66,450	66,450
171	<b>TOTAL SOLID WASTE EXPEND.</b>		<b>360,000</b>	<b>360,000</b>	<b>360,000</b>
172					
173	<b>(OVER/UNDER BUDGET)</b>		-	-	-
174					

	A	B	F	G	I
175					
176	<b>TOWN OF EATONVILLE</b>				
177	<b>FISCAL YEAR 2022 -2023</b>				
178	<b>APPROVED ENTERPRISE FUND BUDGET</b>				
179					
180					
181	<b>DEPARTMENT</b>	<b>ACCOUNT</b>	<b>FISCAL 20-21</b>	<b>FISCAL 2022</b>	<b>FISCAL 2023</b>
182	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
183			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
184					
185	<b>STORMWATER</b>				
186	<b>REVENUES</b>				
187					
188					
189	CHARGES FOR SERVICES				
190	Stormwater Revenue	402-343.0000	219,336	219,336	219,336
191	Interest Earnings - Stormwater	402-361.0000			
192	Residential				
193	Commercial				
194	<b>SUB-TOTAL REVENUES</b>		<b>219,336</b>	<b>219,336</b>	<b>219,336</b>
195					
196					
197	<b>STORMWATER FUND - 402</b>				
198	<b>EXPENDITURES</b>				
199					
200	PERSONAL SERVICES				
201	Salaries & Wages - Regular	402-0538-538.1200	87,266	72,324	100,404
202	Standby Pay	402-0538-538.1700	-	-	
203	Wages Overtime	402-0538-538.1400	6,000	6,000	3,000
204					
205					
206	<b>TOTAL SALARIES &amp; WAGES</b>		<b>93,266</b>	<b>78,324</b>	<b>103,404</b>
207					
208	FRINGE BENEFITS				
209	FICA Taxes - 7.65%	402-0538-538.2100	7,135	5,992	7,910
210	Retirement 5%	402-0538-538.2200	3,308	3,425	3,029
211	Health & Life Insurance	402-0538-538.2300	12,000	12,000	15,555
212	Workers' Compensation	402-0538-538.2400	5,998	5,998	6,300
213	Unemployment Compensation	402-0538-538.2500	-	-	-
214					
215	<b>TOTAL FRINGE BENEFITS</b>		<b>28,441</b>	<b>27,415</b>	<b>32,794</b>
216					
217	<b>TOTAL PERSONAL SERVICES</b>		<b>121,707</b>	<b>105,739</b>	<b>136,198</b>
218					

	A	B	F	G	I
219					
220					
221	<b>TOWN OF EATONVILLE</b>				
222	<b>FISCAL YEAR 2022 - 2023</b>				
223	<b>APPROVED ENTERPRISE FUND BUDGET</b>				
224					
225					
226	<b>DEPARTMENT</b>	<b>ACCOUNT</b>	<b>FISCAL 20-21</b>	<b>FISCAL 2022</b>	<b>FISCAL 2023</b>
227	<b>ACCOUNT NAME</b>	<b>NUMBER</b>	<b>APPROVED</b>	<b>APPROVED</b>	<b>APPROVED</b>
228			<b>BUDGET</b>	<b>BUDGET</b>	<b>BUDGET</b>
229					
230					
231	OPERATING EXPENSES				
232	Professional Services	402-0538-538.3100	10,000	10,000	10,000
233	Contractual Services	402-0538-538.3400	19,500	19,500	15,000
234	Travel & Per Diem	402-0538-538.4000	500	500	500
235	Communication Services	402-0538-538.4100	500	500	500
236	Mail & Freight	402-0538-538.4200	91	91	100
237	Rentals & Leases	402-0538-538.4400	6,500	6,500	15,000
238	Repair & Maintenance - Auto	402-0538-538.4610	5,000	5,000	1,000
239	Repair & Maintenance - Storm System	402-0538-538.4630	11,500	11,500	10,000
240	Printing & Binding	402-0538-538.4700	-	-	-
241	Office Supplies	402-0538-538.5100	485	485	500
242	Operating Supplies	402-0538-538.5210	6,000	6,000	4,041
243	Uniforms & Shoes	402-0538-538.5220	1,500	1,500	1,500
244	Gas & Oil	402-0538-538.5290	4,000	4,000	5,000
245	<b>Contingency</b>	402-0538-538.5800	8,669	23,021	4,997
246	Depreciation Stormwater	402-0538-538.5900			
247	Bad Debt Expense	402-0538-538.5500			
248					
249	<b>TOTAL OPERATING EXPENSES</b>		<b>74,245</b>	<b>88,597</b>	<b>68,138</b>
250					
251	CAPITAL OUTLAYS -				
252					
253					
254	Vehicle	402-0538-538.6420	23,384	25,000	15,000
255					
256					
257	<b>TOTAL CAPITAL OUTLAY</b>		<b>23,384</b>	<b>25,000</b>	<b>15,000</b>
258					
259	<b>TOTAL STORMWATER EXPENDITURES</b>		<b>219,336</b>	<b>219,336</b>	<b>219,336</b>
260	<b>FUND BALANCE</b>				
261	<b>(OVER/UNDER BUDGET)</b>				
262			-	-	0

## APPENDIX E: Examples of Policies included in Comprehensive Development Plans

**Table E-1: Examples of Policies included in Comprehensive Development Plan**

Example Policies	Similar Policies
<b>1. Availability of Water Supply and Water Supply Facilities</b>	
a. Maintain adequate water treatment and distribution facilities, take steps to reduce demand for potable water, and secure sufficient funds to provide water to meet existing and future needs.	Future Land Use Element <ul style="list-style-type: none"> <li>• Policy 1.2.2</li> </ul> Policy 1.8.5
b. Track current water demand and outstanding commitments in order to determine the availability of adequate water supply and facilities for existing and future developments.	Future Land Use Element <ul style="list-style-type: none"> <li>• Policy 1.10.1</li> </ul> Conservation Element Policy 9.8.1
c. Ensure that adequate water supplies and facilities shall be in place and available to serve new development no later than the issuance of a certificate of occupancy or its functional equivalent.	Future Land Use Element <ul style="list-style-type: none"> <li>• Policy 1.8.6</li> <li>• Policy 1.10.2</li> <li>• Policy 1.10.3</li> </ul> Capital Improvement Element Policy 12.6.1 (a)
d. Prior to approval of a building permit or its functional equivalent, consult with water suppliers to determine whether adequate water supplies will be available to serve the new development no later than the anticipated date of issuance of certificate of occupancy or its functional equivalent.	Future Land Use Element <ul style="list-style-type: none"> <li>• Policy 1.8.6</li> <li>• Policy 1.10.2</li> <li>• Policy 1.10.3</li> </ul> Capital Improvement Element Policy 12.6.1 (a)
e. Participate in developing alternative water sources and alternative water supply facilities pursuant to guidance of the Water Management District.	Potable Water Element Policy 7.6.6
<b>2. Water Conservation</b>	
a. Reduce per capita water usage from the current xxx gallons per capita per day to xxx gallons per capita per day by year 20yy as indicated in the Water Supply Facilities Work Plan. The strategies to achieve this reduction will be implemented through water conservation measures, such as rate structure, aquifer storage and recovery, water reuse, and consumer education.	Potable Water Element <ul style="list-style-type: none"> <li>• Policy 7.1.1 (iii)</li> <li>• Policy 7.1.1 (iv. d)</li> </ul> Natural Groundwater and Aquifer Recharge Element <ul style="list-style-type: none"> <li>• Policy 8.2.5</li> </ul> Conservation Element



**Table E-1: Examples of Policies included in Comprehensive Development Plan**

Example Policies	Similar Policies
<p>b. Require Water Wise vegetation for landscaping in all new developments and redevelopment projects; require the use of xeriscape landscaping techniques for all new developments and redevelopment; require all new development and redevelopment to utilize native drought tolerant landscaping.</p>	<p>Policy 9.8.5</p> <p>Potable Water Element</p> <ul style="list-style-type: none"> <li>• Policy 7.1.1 (iv. a)</li> <li>• Policy 7.6.8</li> </ul> <p>Natural Groundwater and Aquifer Recharge Element</p> <ul style="list-style-type: none"> <li>• Policy 8.1.5</li> </ul> <p>Conservation Element</p> <ul style="list-style-type: none"> <li>• Policy 9.8.2</li> </ul> <p>Policy 9.8.5</p>
<p>c. Implement programs requiring or encouraging the use of water saving devices for irrigation systems and plumbing fixtures.</p>	<p>Potable Water Element</p> <ul style="list-style-type: none"> <li>• Policy 7.1.1 (iv. c)</li> <li>• Policy 7.6.2</li> </ul> <p>Natural Groundwater and Aquifer Recharge Element</p> <ul style="list-style-type: none"> <li>• Policy 8.1.6</li> </ul> <p>Conservation Element</p> <p>Policy 9.8.2</p>
<p>d. Conduct audits of water systems to determine areas that may be in need of repair and may be contributing to increased water consumption through leaking pipes, and prioritize needed improvements accordingly.</p>	<p>Potable Water Element</p> <p>Policy 7.1.2</p>
<p>e. Encourage conservation of water sources by the enforcement of water restrictions of customers, monitoring of excessive water uses and other active measures to ensure that water is conserved and non-compliance is corrected, maintaining and implementing a water-conservation educational program, adoption of watering restrictions, and requirement that reclaimed (non-potable) water be used by all customers when made available by the water utility provider.</p>	<p>Potable Water Element</p> <ul style="list-style-type: none"> <li>• Policy 7.6.1</li> </ul> <p>Policy 7.6.4</p>
<p>f. Investigate strategies to further conserve water, such as incentives for low-impact water-efficient design practices, including water efficient appliances, and utilization of a water system conservation rate schedule structure.</p>	<p>Potable Water Element</p> <p>Policy 7.6.1</p>

**Table E-1: Examples of Policies included in Comprehensive Development Plan**

Example Policies	Similar Policies
<p>g. Require each new development or substantial redevelopment project to construct an irrigation water distribution system and whenever feasible to connect to the City's existing reclaim water supply system. However, the City may accept an alternative supply for reclaim water augmentation and alternative irrigation water subject to review and approval by the City, including private systems.</p>	<p>Potable Water Element Policy 7.6.8</p>
<p>h. Provide or expand public education program to encourage water conservation. At a minimum, the program will include:</p> <p>i. Water conservation messages in monthly utility bill and newsletter</p> <p>ii. Regular updates regarding water conservation on the City's website</p> <p>iii. Provision of water conservation signs in employee and public restrooms</p> <p>iv. Provision of water conservation materials in City Hall and other City office buildings</p>	<p>Potable Water Element</p> <ul style="list-style-type: none"> <li>• Policy 7.6.4</li> </ul> <p>Natural Groundwater and Aquifer Recharge Element Policy 8.2.5</p>
<p>i. Coordinate with public entities, such as the Conserve Florida Water Clearinghouse (University of Florida), to obtain technical assistance in the collection of measurable baseline data that can be used to establish a set of benchmarks from which the effectiveness of the water conservation measures will be evaluated in the future.</p>	<p>Natural Groundwater and Aquifer Recharge Element</p> <ul style="list-style-type: none"> <li>• Policy 8.2.8</li> </ul> <p>Policy 8.2.9</p>
<p>j. Require the establishment of a water conservation plan for new subdivisions and planned unit developments. Each plan shall include at least one of the following: reuse of stormwater for irrigation or other non-potable water use, installation of low flow fixtures, installation of reuse dry lines, use of well water for irrigation, use of water-wise vegetation, annual water audits performed by a certified water auditor; or any other measure approved by the City.</p>	<p>Potable Water Element</p> <ul style="list-style-type: none"> <li>• Policy 7.1.1 (iv. c)</li> </ul> <p>Natural Groundwater and Aquifer Recharge Element Policy 8.1.6</p>
<b>3. Water Reuse</b>	
<p>a. Implement an incentive program to encourage replacement of potable water use with reclaimed water for irrigation purposes for at least xxx gallons per day by year 20yy.</p>	<p>Not Applicable</p>
<p>b. Expand existing reclaimed water system distribution network to serve additional large users and continue to reduce potable water usage for irrigation.</p>	<p>Not Applicable</p>

**Table E-1: Examples of Policies included in Comprehensive Development Plan**

Example Policies	Similar Policies
c. Supply future water needs in addition to groundwater from a variety of alternative sources, including reclaimed water and surface water where permitted and available.	Natural Groundwater and Aquifer Recharge Element Policy 8.2.12
d. Support the Water Management District's water reuse projects and implementation of new regulations and programs designed to increase the volume of reclaimed water used.	Not Applicable
e. Implement a reuse dry-line program and require developers to install dry lines for reclaimed water when the availability of such facilities is imminent.	Not Applicable
<b>4. Coordination with the Water Management District</b>	
a. Coordinate with the Water Management District to assure the consistency of the Work Supply Facilities Work Plan with the District's Regional Water Supply Plan, including population projections and other water demand and distribution factors.	Potable Water Element <ul style="list-style-type: none"> <li>• Policy 7.1.1</li> <li>• Policy 7.2.1</li> </ul> Policy 7.6.3
b. Coordinate with the Water Management District regarding the District's water shortage conservation plans and strategies.	Potable Water Element <ul style="list-style-type: none"> <li>• Policy 7.1.1 (iii)</li> <li>• Policy 7.1.1 (iv. d)</li> <li>• Policy 7.3.2</li> <li>• Policy 7.6.5</li> </ul> Conservation Element Policy 9.5.3
c. Coordinate with the Water Management District regarding the availability of alternative water supply sources.	Potable Water Element <ul style="list-style-type: none"> <li>• Policy 7.6.6</li> </ul> Conservation Element <ul style="list-style-type: none"> <li>• Policy 9.8.3</li> </ul> Policy 9.8.4
d. Participate in the development and updates to the Water Management District's Regional Water Supply Plan and water supply development-related initiatives.	Potable Water Element Policy 7.6.4
e. Coordinate with the Water Management District on reuse projects and programs.	Not Applicable
<b>5. Coordination with Water Suppliers</b>	

**Table E-1: Examples of Policies included in Comprehensive Development Plan**

Example Policies	Similar Policies
<p>a. Ensure that adequate water supplies and potable water facilities shall be in place and available to serve new development no later than the issuance of a certificate of occupancy or its functional equivalent.</p>	<p>Future Land Use Element</p> <ul style="list-style-type: none"> <li>• Policy 1.8.6</li> <li>• Policy 1.10.2</li> <li>• Policy 1.10.3</li> </ul> <p>Capital Improvement Element Policy 12.6.1 (a)</p>
<p>b. Prior to approval of a building permit or its functional equivalent, consult with water suppliers to determine whether adequate water supplies will be available to serve the new development no later than the anticipated date of issuance of certificate of occupancy or its functional equivalent</p>	<p>Future Land Use Element</p> <ul style="list-style-type: none"> <li>• Policy 1.8.6</li> <li>• Policy 1.10.2</li> <li>• Policy 1.10.3</li> </ul> <p>Capital Improvement Element Policy 12.6.1 (a)</p>
<p>c. Negotiate or renew interlocal agreements with water supply providers ensuring contractual agreement of the adopted level service standards, service areas, population projections, and time period for services provided.</p>	<p>Potable Water Element</p> <ul style="list-style-type: none"> <li>• Policy 7.2.4</li> </ul> <p>Conservation Element Policy 9.8.3</p>
<p>d. Obtain from the water supplier a written statement regarding the current potable water demand, the availability of adequate water to meet the projected demand for the period covered by the Water Supply Facilities Work Plan, the amount of water withdrawals allowed and amount remaining through the consumptive use permit issued by the Water Management District, the capacity of available facilities.</p>	<p>Natural Groundwater and Aquifer Recharge Element Policy 8.2.1</p>
<p><b>6. Implementation of the Water Supply Facilities Work Plan</b></p>	
<p>a. Implement the Water Supply Facilities Work Plan for at least a 10-year planning period addressing water supply facilities necessary to serve existing and future development. The Work Plan will be updated within 18 months following an update of the Regional Water Supply Plan. The Water Supply Facilities Work Plan is incorporated into the Comprehensive Plan by reference.</p>	<p>Potable Water Element</p> <ul style="list-style-type: none"> <li>• Policy 7.1.1</li> </ul> <p>Policy 7.2.3</p>
<p>b. Assess annually the performance and effectiveness of the 10-Year Water Supply Facilities Work Plan and update the status of project development and potential funding sources, consistent with the corresponding Water Management District's Regional Water Supply</p>	<p>Potable Water Element Policy 7.1.2</p>

**Table E-1: Examples of Policies included in Comprehensive Development Plan**

Example Policies	Similar Policies
Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs	
c. Utilize the Water Supply Facilities Work Plan to identify and plan for water supply sources and facilities needed to serve existing and new developments.	Potable Water Element <ul style="list-style-type: none"> <li>• Policy 7.1.2</li> </ul> Policy 7.1.3
d. Adopt by reference the Water Supply Facilities Work Plan(WSWFP), dated 2018 (see Attachment A of the Potable Water Sub-Element), for a planning period of not less than 10 years. The WSWFP addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the City's water service area. The City shall review and update the WSWFP at least every 5 years. Any changes to occur within the first 5 years of the WSWFP shall be included in the annual Capital Improvements Plan update to ensure consistency between the Potable Water Sub-element and the Capital Improvements Element.	Potable Water Element <ul style="list-style-type: none"> <li>• Policy 7.1.1</li> </ul> Capital Improvement Element Policy 12.1.2
e. Use the Water Supply Facilities Work Plan to prioritize and coordinate the expansion and upgrade of facilities used to withdraw, transmit, treat, store and distribute potable water to meet future needs.	Potable Water Element <ul style="list-style-type: none"> <li>• Policy 7.1.2</li> <li>• Policy 7.1.3</li> </ul> Policy 7.2.1
f. Consult with water suppliers regarding the feasibility of developing or extending reclaimed water to the City to be utilized for irrigation and other non-potable water uses.	Natural Groundwater and Aquifer Recharge Element Policy 8.2.12
g. Coordinate with wholesale customers to ensure compliance with the Water Supply Facilities Work Plan.	Not Currently Included
<b>7. Capital Improvements</b>	
a. Explore and utilize various revenue sources to meet water systems maintenance, extension and upgrade, including: <ul style="list-style-type: none"> <li>i. Grants (federal, state and regional grants)</li> <li>ii. Loans</li> <li>iii. Appropriations</li> </ul>	Potable Water Element <ul style="list-style-type: none"> <li>• Policy 7.3.3</li> </ul> Capital Improvement Element <ul style="list-style-type: none"> <li>• Policy 12.1.1</li> <li>• Policy 12.4.2</li> </ul> Policy 12.4.5

**Table E-1: Examples of Policies included in Comprehensive Development Plan**

Example Policies	Similar Policies
iv. Impact fees/Development fees Other user fees and charges, such as retail user charges, service charges, hydrant rental, reclaimed water user charge, and connection fees	
b. Pursue grants for alternative water supply development.	Not Currently Included
c. Maintain an ongoing inventory of water supply facilities and a plan for improvements needed to support existing and future demand identified in the Water Supply Facilities Work Plan.	Potable Water Element <ul style="list-style-type: none"> <li>• Policy 7.1.1</li> <li>• Policy 7.1.2</li> <li>• Policy 7.1.3</li> <li>• Policy 7.2.1</li> </ul> Capital Improvement Element Policy 12.1.1
d. Review the Water Supply Facilities Work Plan annually together with the Capital Improvements Program to include the water related projects identified for the first 5 years of the Water Supply Facilities Work Plan.	Potable Water Element <ul style="list-style-type: none"> <li>• Policy 7.1.2</li> <li>• Policy 7.2.3</li> </ul> Capital Improvement Element <ul style="list-style-type: none"> <li>• Policy 12.1.11</li> </ul> Policy 12.1.13
e. Include capital projects scheduled in the first 5 years of the 10-Year Water Supply Facilities Work Plan in the Capital Improvements Element 5-Year Schedule of Capital Improvements. This schedule shall be updated annually, as necessary, to maintain consistency with the capital projects listed in the Water Supply Facilities Work Plan and within 18 months following an update to the Water Management District's Regional Water Supply Plan and subsequent revisions to the Water Supply Facilities Work Plan.	Potable Water Element <ul style="list-style-type: none"> <li>• Policy 7.2.3</li> </ul> Capital Improvement Element <ul style="list-style-type: none"> <li>• Policy 12.1.2</li> </ul> Policy 12.2.13



**Special Events Advisory Committee (SEAC)  
Policies & Procedures**

**Purpose of SEAC**

The Mayor and City Council appointed an advisory committee, to be referred to as the Special Events Advisory Committee (SEAC), to advise and make recommendations to City Council from a community perspective on Special Events being permitted within Park City. SEAC provides recommendations to the City Council regarding events that will create a diverse and well balanced offering to the local community. SEAC makes recommendations regarding city service fee reduction policy, as well as, makes recommendations regarding the review of events with regards to citywide carrying capacity threshold and prioritization, as well as overall event review and performance evaluation.

SEAC’s purpose is to provide recommendations to City Council and staff on the following regarding the review of Special Events. SEAC does not have the authority to review proposed new events:

- Event Threshold/ Prioritization – Discuss, review and prioritize event threshold levels in regards to event types, venue guidelines, and total number of events, and prioritize events that fall on the same calendar day as well as event conflicts during the calendar year.
- City Service Fee Reduction Policy – Make recommendations regarding Special Event City Service fee reduction policy. SEAC will not make recommendations regarding fee reduction amounts, but will make recommendations regarding policy changes.
- Event Debrief – Provide feedback on event performance once the event is complete including both successes and challenges of the event

Recommendations made by SEAC will be brought by staff to either the City Manager or his/her designee or City Council for final approval. The City Council may refer particular matters regarding Special Events to the Committee for discussion, public input and recommendations.

The SPECIAL EVENTS ADVISORY COMMITTEE (SEAC) is created by Resolution 05-15, and amended by Resolution 16-22, attached as Exhibit A and incorporated herein. SEAC’s role is advisory to City Council.

SEAC shall meet on a monthly basis throughout the year on the third Wednesday of each month. Meetings are held from noon to 2:00 p.m. at the Park City Library, Community Room. Special Meetings may be called.

**SEAC Composition**

Voting Members

SEAC is comprised of seven (7) voting members. Only voting members are allowed to make a motion and to vote on items as agenized. Committee members are not to be compensated. Seven (7) At Large Community Members are appointed by the Mayor with the advice and consent of the City Council and must reside within the municipal boundaries of Park City.

## **At-Large Community Members**

The seven (7) at-Community Members should represent a cross section of various neighborhood areas throughout Park City. Each Community Member shall be appointed to a three-year term, although for the initial term two (2) members will be appointed for two (2) years and two (2) members will be appointed for three (3) years in order to stagger the appointments. Members shall serve no more than two (2) consecutive terms. Terms begin on July 1 and end on June 30. Community Members shall continue to serve until their successors are appointed.

### Staff & Council Members (Non-Voting)

#### **Park City Council Liaison**

- Communicate to the Committee regarding event issues brought to Council's attention, or acted on by Council.
- Notify Council of event issues brought to the Committee by citizens.
- Align Committee priorities with Council goals.

#### **Park City Municipal Staff Member(s)**

- Manage administrative needs of the Committee including, drafting, posting and distributing agendas for each meeting and bring agenda and minutes to be approved to meetings with necessary attachments or supporting documents.
- Communicate with Committee Members regarding Committee Business, including policies, research, outreach and event information.
- Provide input and serve as a resource for the Committee and provide input to the City related to, or at the request of the Committee.
- Prepare and present Staff Reports on recommendations to the City Manager or City Council.
- Coordinate Public Relations and Media or Communications Plans on behalf of the City and Special Events Advisory Committee.
- Coordinate communication with other City Departments on projects and assist in obtaining department approvals with regards to Events related activities.
- Provide feedback to the City Council on the work of the Committee.

### **Community Involvement**

Meetings are open to the public subject to the State Open Public Meetings Act. Each monthly meeting shall provide time within the agenda for public input. The Special Events Advisory Committee (SEAC) supports holding public informational meetings to assess the community's vision for and periodic review of Special Events.

### **Expectations of SEAC**

Meetings typically last two (2) hours. Members are expected to be timely. Agendas and any necessary meeting materials or packets are distributed several days in advance and members are expected to read the information prior to the meeting in order to facilitate a



shorter meeting. SEAC members should expect to participate in 5 to 10 hours of work each month outside of meetings.

SEAC members shall:

- Participate in and adhere to the annual Open Meetings Training provided by the Legal Department, review the Park City Officials Handbook, sign oath of office and disclosure statement.
- Attend City Council meetings or community functions as appropriate discussions or occasions arise.
- Annually appoint a Chair and Vice Chair. The Chair is responsible for running meetings, including keeping the board focused on agenda items, and summarizing motions or consensus that the committee makes for minutes. Additionally the Chairs may assist the staff liaison in setting meeting agendas and presenting at City Council or community events. At times when the Chair cannot perform these duties, the Vice Chair will be asked to fill in.
- All voting members shall make efforts to adhere to the attendance policy. Two (2) absences in a total year are allowed. The members who are absent more than the allowed limit may be reviewed by the Special Events Advisory Committee. Should the Special Events Advisory Committee find reason to recommend removal of the member that does not uphold the attendance policy, City Council shall review the matter and confirm or deny the recommendation.

The committee shall not solely represent their own individual viewpoints. In order to best represent the community, SEAC must endeavor to communicate with – and seek input from – the community. SEAC seeks input from the community including residents and locals and should make effort to receive input from various perspectives and inclusive perspectives. Once a recommendation or consensus has been made by the committee, the committee speaks with one voice when representing the opinion of the Committee.

Once a committee decision has been made (rather by vote or consensus), regardless of their personal viewpoint, committee members shall not speak against, or in any way undermine the committee solidarity.

Committee members' contributions to discussions and decision-making shall be constructive. Interactions in meetings shall be courteous and respectful.

All voting members are expected to be in attendance of meetings, as meeting dates and times are published a year in advance. If members cannot attend, they should contact the City Staff Liaison no later than three days in advance, or as soon as they are aware they cannot attend the meeting.

Prior to initiating staff time or resources on a new program or policy, the Committee shall vote on a recommendation to proceed. Special Task Forces for the study of particular issues with regards to Special Events may be created by staff. The City Manager or the City Council shall provide final decision on whether to proceed or not. Task Force members may include members of the Special Events Advisory Committee, but a quorum of the Special Events Advisory

Committee cannot be held during such meetings. The taskforce will serve until they have completed the work for which they were appointed or until their successors are appointed.

The Committee may request background information from the Special Events staff, but such requests shall typically occur at meetings and information shall be requested by the Committee as a whole, and all members of the Committee shall receive a copy of the information.

Committee members shall use reasonable efforts to communicate independent research material and ex parte information received from the public with record to all other Committee members.

The Committee shall meet annually with the City Council as part of the Council's visioning workshop or through a combined meeting, or as otherwise directed by the Council, to receive updated City goals and direction from the City Council.

If appropriate, the Committee may provide recommended revisions to this policy, though City Council shall have final approval authority regarding such policies.

### **Conducting Business**

The Committee shall not conduct any business at a meeting unless the meeting is noticed and quorum is present at the site of the meeting. A quorum shall consist of a simple majority of the voting members, which for SEAC is no less than 4 (four) voting members at the site of a meeting.

Committee members are responsible for disclosing any conflicts of interests with regards to their association with particular Special Events or businesses.

Electronic Participation is allowed and shall be counted as attendance, however, in order to participate electronically, there must be a quorum at the meeting site (for SEAC, this is 4 members at the site of meeting).

- Committee members are responsible for notifying the City Staff Liaison regarding Electronic Participation no later than three (3) business days in advance of their absence so that electronic connections and necessary documents can be acquired.
- No more than one (1) form of electronic voice or video participation shall be permitted at a meeting.
- Committee members may not participate electronically through electronic mail (email) or text message.
- Committee members are not permitted to send text messages or electronic mail (email) regarding committee business to other committee members or members of the public during meetings.

Closed meetings may only be held for purposes authorized by U.C.A. 54-4-5, as amended. A quorum for the transaction of business shall be a simple majority of the Committee Members.

Minutes and recordings shall be kept at all meetings.

\*\*Information taken from the official website of The City of Fort Meyers -  
<https://www.cityftmyers.com/1642/Special-Events-Advisory-Board>

## SPECIAL EVENTS ADVISORY BOARD

### Members

The members of this board shall be residents, own property or operate a business within the city limits. The board shall consist of members with experience or interest in the following fields of expertise:

- Community development
- Community relations
- Economic development
- Educational or sports education
- Entertainment or media industries
- Fundraising
- Marketing
- Public relations
- Special event coordination
- Special event promotion
- Sponsorship
- Tourism

The board shall consist of 7 members and 2 alternate members. The members of the board shall serve for 3-year terms at the pleasure of the City Council without compensation. If any member fails, without cause, to attend at least 75% of all meetings held during any calendar year from the date of appointment by the City Council, the member's seat shall be declared vacant by the chair and such vacancy shall be reported in writing to the city clerk.

### Duties

The members of the board shall be sworn by the city clerk to perform the duties of the office. The duties of the board are as follows:

1. Act in an advisory capacity to the City Council in matters relating to special events proposed by city managers which are:
  1. Open to the public
  2. Held within the city limits in spaces which are overseen by the city
  3. Expected to attract more than 1,000 people
  4. Requesting the City Council approve a waiver or a reduction of fees or a cash sponsorship
2. Endeavor to facilitate quality cultural and artistic events that enhance the quality of life for the citizens of the city, and provide exposure and positive social and economic impacts for the city, by either recommending or withholding recommendation of funding to the City Council for a special event that meets the 4 criteria described in Subsection 1 of the duties based on a competitive process.
3. Recommend to the City Council special events that should receive city sponsorship by a reduction or waiver in the fees charged for the use of public property and/or the cost of services to be provided by the city, based on a weighted scale of merit.
4. Recommend regulations for the conduct of special events that will increase interest therein to the citizens, residents and visitors of the city generally, insofar as the same are not in conflict with the City Code and state statutes.
5. Have such other advisory duties granted by the City Council consistent with successful special events held within the city.



**HISTORIC TOWN OF EATONVILLE, FLORIDA**  
**TOWN COUNCIL WORKSHOP**  
**JULY 18, 2023, AT 06:30 PM**  
**Cover Sheet**

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Discuss Establishing A Special Event Advisory Committee  
(Councilwoman Randolph)

**TOWN COUNCIL ACTION:**

<b>PROCLAMATIONS, AWARDS, AND PRESENTATIONS</b>		<b>Department: LEGISLATION</b>  <b>Exhibits:</b> <ul style="list-style-type: none"><li>• Park City Special Events Advisory Committee (SEAC) Policies &amp; Procedures (Sample)</li><li>• City of Fort Myers’ Special Event Advisory Committee Information (Sample) <a href="https://www.cityftmyers.com/1642/Special-Events-Advisory-Board">https://www.cityftmyers.com/1642/Special-Events-Advisory-Board</a></li></ul>
<b>INTRODUCTIONS</b>		
<b>CONSENT AGENDA</b>		
<b>COUNCIL DISCUSSION</b>	YES	
<b>ADMINISTRATIVE</b>		

**REQUEST:** For the Town Council to discuss establishing a Special Event Advisory Committee to recommend and plan major established events under the direction of the Town Council by majority vote, as deems appropriate and necessary. Other minor events may be at the discretion of the Town Council or under the direction of The Parks and Recreation Department in consideration of capacity/attendance and expectations.

**SUMMARY:** The Historic Town of Eatonville Town Council desires to establish an organized special event advisory committee of residents and property owners of Eatonville, as volunteers appointed by the Town Council. The special event advisory committee will make recommendations and plan for special events. For approximately 50 years, the Town of Eatonville has been commensurate with two major annual events - Dr. Martin Luther King, Jr., and Eatonville Founder’s Day (Birthday). The committee duties will involve developing a theme, arranging entertainment, developing a budget, site planning, and all duties associated with ensuring a successful event which is to be provided to Council and placed on the town’s annual schedule of events. This group is to be composed of community volunteers and will impact the reduction of staff and operational costs on the Town’s budget and will be expected to submit plans in a timely manner.

Discussed previously on 3/21/23 during the Council Workshop. Bringing back for further discussion.

**RECOMMENDATION:** To discuss establishing a Special Event Advisory Committee

**FISCAL & EFFICIENCY DATA:** N/A