



Town Council Meeting

May 13, 2024 at 6:00 PM

Howey-in the-Hills Town Hall 101
N. Palm Ave., Howey-in-the-Hills,
FL 34737

Join Zoom Meeting:

<https://us06web.zoom.us/j/81728447699?pwd=b0AbnlVqgnSYpDtX8WIZmDVJWZy4p.1>

Meeting ID: 817 2844 7699 | Passcode: 595949

AGENDA

Call the Town Council Meeting to order
Pledge of Allegiance to the Flag
Invocation by Councilor Reneé Lannamañ

ROLL CALL

Acknowledgement of Quorum

AGENDA APPROVAL/REVIEW

CONSENT AGENDA

Routine items are placed on the Consent Agenda to expedite the meeting. If Town Council/Staff wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on the remaining item(s); and (3) Discuss each pulled item and vote.

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the April 22, 2024 Town Council Meeting.
2. The approval of the minutes and ratification and confirmation of all Town Council actions at the April 8, 2024 Town Council Meeting.
3. Consideration and Approval: **Edward Byrne Memorial Justice Assistance Grant**
4. Consideration and Approval: **Storm Debris Removal Agreement Option Selection**

PUBLIC HEARING

5. Consideration and Approval: (Second Reading) **Ordinance 2024-003 - Land Development Code (LDC) Amendment – Signs**

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO SIGNS; AMENDING SECTIONS 5.03.04 THROUGH 5.03.07 OF THE LAND DEVELOPMENT CODE TO REVISE REGULATIONS GOVERNING TEMPORARY SIGNAGE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

- Mayor MacFarlane will read the Ordinance title
- Town Attorney will explain Ordinance 2024-003
- Mayor MacFarlane will open Public Comment and Questions for this item only.
- Mayor MacFarlane will close Public Comment.
- Motion to approve Ordinance 2024-003
- Council Discussion
- Roll Call Vote

6. Consideration and Approval: (Second Reading) Ordinance 2024-005 Capital Improvement Schedule FY2024

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT IN CHAPTER 8 OF THE TOWN'S COMPREHENSIVE PLAN BY UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS TO INCLUDE ESTIMATED CAPITAL IMPROVEMENTS FOR FISCAL YEAR 2023-2024 THROUGH FISCAL YEAR 2028-2029 PURSUANT TO THE REQUIREMENTS OF CHAPTER 163 OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

- Mayor MacFarlane will read the Ordinance title
- Town Administrator will explain Ordinance 2024-005
- Mayor MacFarlane will open Public Comment and Questions for this item only.
- Mayor MacFarlane will close Public Comment.
- Motion to approve Ordinance 2024-005
- Council Discussion
- Roll Call Vote

7. Consideration and Approval: (First Reading) Ordinance 2024-006 - Petition for Creation of the Lake Hills Community Development District (CDD)

OLD BUSINESS

8. Discussion: High Density Zoning Land Use Proposal

NEW BUSINESS

9. Presentation: New Town Police Officers Introduction

10. Consideration and Approval: Parks and Recreation Board Member Selection

11. Presentation: N. Citrus Ave. Survey

12. Discussion: Assessment of Town's Retired Water Tower

13. Discussion: Board Selection Process

DEPARTMENT REPORTS

14. Town Hall

15. Police Department

16. Code Enforcement

17. Public Works

- [18.](#) Library
- 19. Parks & Recreation Advisory Board / Special Events
- 20. Town Attorney
- [21.](#) Finance Supervisor
- 22. Town Manager

COUNCIL MEMBER REPORTS

- 23. Mayor Pro Tem Gallelli
- 24. Councilor Lehning
- 25. Councilor Miles
- 26. Councilor Lannamañ
- 27. Mayor MacFarlane

PUBLIC COMMENTS

Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker.

ADJOURNMENT

To Comply with Title II of the Americans with Disabilities Act (ADA):

Qualified individuals may get assistance through the Florida Relay Service by dialing 7-1-1. Florida Relay is a service provided to residents in the State of Florida who are Deaf, Hard of Hearing, Deaf/Blind, or Speech Disabled that connects them to standard (voice) telephone users. They utilize a wide array of technologies, such as Text Telephone (TTYs) and ASCII, Voice Carry-Over (VCO), Speech to Speech (STS), Relay Conference Captioning (RCC), CapTel, Voice, Hearing Carry-Over (HCO), Video Assisted Speech to Speech (VA-STS) and Enhanced Speech to Speech.

Howey Town Hall is inviting you to a scheduled Zoom meeting.

Topic: **Town Council Meeting**

Time: **May 13, 2024 06:00 PM Eastern Time** (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/81728447699?pwd=b0AbnlVqgnSYpDtX8WIZmDVJWZy4p.1>

Meeting ID: 817 2844 7699

Passcode: 595949

Dial by your location

+1 646 558 8656 US (New York)

+1 346 248 7799 US (Houston)

Meeting ID: 817 2844 7699

Passcode: 595949

Find your local number: <https://us06web.zoom.us/j/k2Qm7fT1x>

Please Note: In accordance with F.S. 286.0105: Any person who desires to appeal any decision or recommendation at this meeting will need a record of the proceedings, and that for such purposes may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. The Town of Howey-in-the-Hills does not prepare or provide this verbatim record. Note: In accordance with the F.S. 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact Town Hall, 101 N. Palm Avenue, Howey-in-the-Hills, FL 34737, (352) 324-2290 at least 48 business hours in advance of the meeting.

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: Town of Howey-in-the-Hills
Recipient SAM UEI: RFB8FURF2954
Award Number: R7221
Award Period: 01/01/2024 – 09/30/2025
Award Title: C-R7221: FY22 Residual - Patrol Cars
Federal Funds: \$160,000.00
Matching Funds: \$0.00
Total Funds: \$160,000.00
CFDA: 16.738
Federal Award Number: 15PBJA-22-GG-00656-MUMU
Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)
Federal Awarding Agency: U.S. Department of Justice (USDOJ)
Pass-through Entity: Florida Department of Law Enforcement (FDLE)
Research & Development: No
Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Town of Howey-in-the-Hills (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

- Appendix A – Scope of Work
- Appendix B – Deliverables
- Appendix C – Approved Budget
- Appendix D – Award Contacts
- Appendix E – Special Conditions
- Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide Quarterly Payment Requests to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7221
Award Title: C-R7221: FY22 Residual - Patrol Cars
Award Period: 01/01/2024 – 09/30/2025

**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____
Typed Name and Title: Cody Menacof, Bureau Chief
Date: 5/6/24

**Recipient
Town of Howey-in-the-Hills**

Signature: _____
Typed Name and Title: Martha MacFarlane, Mayor
Date: 5/4/2024

*** If using a designee, sign in the "Chief Official Designee" section below. ***

**Chief Official Designee (optional)
Town of Howey-in-the-Hills**

Signature: _____
Typed Name and Title: _____
Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number: R7221
Recipient: Town of Howey-in-the-Hills
Award Title: C-R7221: FY22 Residual - Patrol Cars
Award Period: 01/01/2024 - 09/30/2025

Problem Identification

The Town of Howey-in-the-Hills is a small versatile community surrounded by two major highways and a chain of freshwater lakes. There are also several larger cities in proximity to the town. As a result, there is a large amount of tourism, traffic, and public interaction. In addition, they have a special needs school which focuses on troubled youth and acts as a diversion school to keep kids on track. This project is a priority of the agency because their officers need to be able to respond to situations with working vehicles that will help keep their officers & community safe. Although the aging fleet is workable, they continue to experience supply chain issues and a lack of qualified mechanics to repair the vehicles. This causes a delay in vehicle maintenance and repairs and, subsequently, an inability to respond to incidents.

Scope of Work

The Town of Howey-in-the-Hills will purchase two new patrol vehicles. The town will also purchase radar units, two-way radios, and decals, lights, sirens, etc. to upfit the vehicles for routine patrol duties.

Appendix B - Deliverables

Award Number: R7221
Recipient: Town of Howey-in-the-Hills
Award Title: C-R7221: FY22 Residual - Patrol Cars
Award Period: 01/01/2024 - 09/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1 Recipient will use federal grant funds to procure patrol cars to include radar units, two-way radios, and decals, lights, sirens, etc. to upfit the vehicles.

Minimum Performance Criteria: Performance will be the procurement and receipt of goods/services purchased.

Financial Consequences: This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.

Deliverable Price: Total payments for this deliverable will be approximately \$160,000.00

Appendix C - Approved Budget

Award Number:	R7221		
Recipient:	Town of Howey-in-the-Hills		
Award Title:	C-R7221: FY22 Residual - Patrol Cars		
Award Period:	01/01/2024-09/30/2025		
Award Amount:	\$160,000.00	\$0.00	\$160,000.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Police Vehicle	2 Police patrol trucks @\$69,000 ea. = \$138,000	\$140,000.00	\$0.00	\$140,000.00
	Decals, striping, and upfitting costs (lights, sirens, etc.) for police vehicles @ approximately \$1,000 each = \$2,000.			
Radar Units	Two radar units @ \$3,000 each = \$6,000.	\$6,000.00	\$0.00	\$6,000.00
Radios	2 - two-way radios @ \$7,000 each = \$14,000.	\$14,000.00	\$0.00	\$14,000.00
D. Equipment Subtotal:				\$160,000.00

Appendix D: Award Contacts

Award Number: R7221
Recipient: Town of Howey-in-the-Hills
Award Title: C-R7221: FY22 Residual - Patrol Cars
Award Period: 01/01/2024 - 09/30/2025

Recipient Grant Manager (GM)

Name: Rick Thomas
Title: Chief of Police
Address: 111 N Palm Avenue
Howey-in-the-Hills, FL 34737
Phone: 3523242030
Email: rthomas@howey.org

Recipient Chief Official (CO)

Name: Martha MacFarlane
Title: Mayor
Address: 101 N Palm Avenue
Howey-in-the-Hills, FL 34737
Phone: 3523242030
Email: mmacfarlane@howey.org

Recipient Chief Financial Officer (CFO)

Name: John Brock
Title: Town Clerk
Address: 101 N Palm Avenue
Howey-in-the-Hills, FL
Phone: 3523242290
Email: jbrock@howey.org

Appendix E: Special Conditions

Award Number: R7221
 Recipient: Town of Howey-in-the-Hills
 Award Title: C-R7221: FY22 Residual - Patrol Cars
 Award Period: 01/01/2024 - 09/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 The Recipient's accounting system does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, specifically: adequate budgetary controls (200.308(b)). Financial management under a federal award must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0002 The inventory system for the Recipient does not appear to comply with all federal requirements identified in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.310-316, specifically related to Property identification number; Federal share of property cost (if federally funded). All award equipment tracking and documentation must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0003 The Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- W0004 **WITHHOLDING OF FUNDS:** This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0005 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0006 **WITHHOLDING OF FUNDS:** The project period for this award starts 01/01/2024. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2022 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://oip.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
 Subpart A, Definitions
 Subparts B-D, Administrative Requirements
 Subpart E, Cost Principles
 Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement
 Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
 Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/qs1-sl-2020.pdf> and
<http://dos.myflorida.com/media/698314/qs2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
 Chapter 119, F.S., Public Records
 Section 215.34(2), F.S., State funds; non-collectible items; procedure
 Section 215.97, F.S. Florida Single Audit Act
 Section 215.971, F.S., Agreements funded with federal or state assistance
 Section 215.985, F.S., Transparency in government spending
 Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire

property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.
- Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.
- 6.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 7.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
- 8.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.
- 9.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 15.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 17.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 18.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.
- Equal Employment Opportunity Certification (EEOC)** – The recipient must submit an EEO Certification annually within 120 days of award.
- Equal Employment Opportunity Program (EEOC)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.
- Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).
- 3.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”
- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, “Partnerships with Faith-Based and other Neighborhood Organizations”, specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.
- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fldoswebumbracoprod.blob.core.windows.net/media/703328/qs1-sl-2020.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 **Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 **Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://oip.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://oip.gov/funding/Explore/FFATA.htm>.
- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and

parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- 21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

- 22.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFL/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 4.0 Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 5.0 Disclosures**

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.
- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
- 11.0 Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must

collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.

- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 13.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 14.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

- 16.0 Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
 - 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
 - 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
 - 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
 - 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
 - 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
 - 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).
- 17.0 Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

- 18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
 - 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
 - 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 19.0 Safe Policing and Law Enforcement** – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.
- 20.0 For JAG: Extreme Risk Protection Programs** – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
- 21.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.
- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
- 23.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 24.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 25.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

26.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

27.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.



Date: May 13, 2024
To: Mayor and Town Council
From: Sean O’Keefe
Re: Storm Debris Removal Agreement Option Selection

Objective:

To establish management of the removal of storm debris in the event of an emergency.

Summary:

Lake County has an interlocal agreement with the town regarding storm debris removal. On an annual basis, the county asks to reestablish the basis of the agreement: whether storm debris removal will be (A) managed by the town (with 100% of costs paid by the town, and FEMA reimbursement paperwork managed by the town), or (B) managed by the county (with 25% of costs paid by the town, and FEMA reimbursement paperwork managed by the county).

Recommended Motions:

The Town Council has the following options:

1. The Town Council motions to approve
OR
2. The Town Council motions to approve with the following conditions
OR
3. Motion to Deny

Fiscal Impact:

There is no direct initial fiscal impact to the Town.

There is no direct recurring fiscal impact to the Town.

In the event of an emergency, Option A will require the payment in full of any debris removal costs, while Option B will require the payment of 25% of debris removal costs. Reimbursement of up to 100% of any costs from FEMA after filing reimbursement paperwork is a possibility in either scenario.

Staff Recommendation:

Notify Lake County that the town prefers Option B for the upcoming hurricane season.

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA AND
THE TOWN OF HOWEY-IN-THE-HILLS
FOR
COLLECTION OF STORM DEBRIS FROM STREETS AND RIGHT-OF-WAY**

This is an Amended and Restated Interlocal Agreement (“Agreement”) between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”), and the Town of Howey-in-the-Hills, Florida, a municipal corporation in the State of Florida (“Town”), collectively “the parties”.

WITNESSETH:

WHEREAS, the County has contracted with private contractors to provide services for the removal of debris from public streets and rights-of-way resulting from hurricanes, tornadoes and other similar events; and

WHEREAS, the parties previously entered into an Agreement Between Lake County, Florida and Town of Howey-in-the-Hills for Collection of Storm Debris From Streets and Right-of-Way dated August 30, 2010 (“2010 Agreement”); and

WHEREAS, the County and the Town continue to find it a public benefit to allow municipalities in Lake County to utilize the County’s contractors within the municipality; and

WHEREAS, the County and the Town seek to amend the 2010 Agreement to modify the notification process, to allow the Town to utilize another method for debris removal if desirable, and to provide other updates.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, conditions and payments contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Amendment. In accordance with and subject to the provision in paragraph 8 below, the 2010 Agreement between the Town and the County will be considered terminated and this Agreement shall supersede and replace the 2010 Agreement regarding the collection of storm debris from streets and right-of-way.
3. Town Obligations.
 - A. On an annual basis, between May 1 and May 31, the Town shall provide the County with written notice of the Town’s plan for the collection of storm debris from streets and rights-of-way located within the Town’s limits or jurisdiction.

Specially, the written notification shall state whether the Town intends to utilize one of the following options for the period of June 1 to April 30:

Option A: Accessing County's Contract. The County agrees to allow its contracts for emergency debris removal services to be accessible by the Town. The County will require debris removal contractors to handle debris activities in accordance with FEMA, FHWA, and other applicable agency requirements. If the Town notifies the County that the Town chooses Option A, or if Option A is decided by default pursuant to section B below, the Town will be solely responsible for its own agreement with, monitoring of, and payments directly to the contractor(s) for the services for the June 1 to April 30 period. Under this option, the County will not be involved in the any debris removal from the streets or rights-of-way within the Town's limits and jurisdiction. If this option is chosen, the Town will be solely responsible for submittal of expenses, monitoring, reports, and documentation to the appropriate Federal or State agencies for reimbursement or payment.

OR

Option B: County as Agent. If the Town notifies the County that the Town elects this option, the County agrees to complete the obligations contained in paragraph 4(A) of this Agreement. If the Town elects to only have the County act as its agents under this option in only part of the Town, the Town shall provide a detailed map where removal shall occur by the County.

- B. THE TOWN MUST NOTIFY THE COUNTY EVER YEAR (by May 31) WHETHER THE TOWN ELECTS OPTION A (ACCESSING COUNTY'S CONTRACT) OR OPTION B (COUNTY AS AGENT) FOR THE PERIOD (June 1- April 30).** If the Town fails to provide written notice to the County by May 31 of the Town's option for that year, the County, without further notice to the Town, will conclude that the Town has opted for Option A above.
- C.** The Town agrees that payment(s) pursuant to paragraph 4 below will be in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII,

Florida Statutes.

4. County Obligations.

- A. If the Town timely notifies the County of the Town's election of Option B, the County agrees to provide emergency debris removal services from the municipal streets and rights-of-way using the County's contractor(s) and monitoring consultant, pursuant to the following:
- i. Such services will be provided along the municipal streets and rights-of-way in the geographical area or legal description provided by the Town to the County. The Town will not conduct debris removal activities in the areas of the Town where it has requested the County perform the service.
 - ii. Vegetative debris must be loose, not bagged; to ensure only vegetative debris is present (no garbage, metal, etc.) as this can damage the mulching machines. The size of the individual debris (i.e., tree limbs) should be manageable Class III debris (construction debris such as shingles, wood, drywall, glass, etc. as defined by FAC 62-701) and tree stumps may not be picked up unless Federal or State Agencies have authorized such pick up.
 - iii. The County agrees to make payments necessary in order to have the debris hauled and monitored by the County's contractors, pending Federal and/or State reimbursement.
 - iv. Upon completion of the debris removal services within the geographical area or legal description provided by the Town, the County will send an invoice to the Town. Upon receipt of invoice and pursuant to the Florida Local Government Prompt Payment Act, the Town will pay the County twenty-five percent (25%) of the Town's estimated cost. The calculation of the Town's estimated cost will be determined by the actual volume of material collected within the corporate limits of the municipality based on trip sheets generated by site monitors at the time debris is delivered to County-designated collection sites. It is understood that Federal and/or State reimbursement and auditing activities may take

several years after the event and debris removal before a final resolution occurs; at the time such final resolution occurs, County and the Town will agree on a complete and final accounting and split of costs for such debris removal.

- v. Federal and State Agencies generally will not reimburse debris removal activities from private property and will only reimburse removal of eligible debris as determined by the Agency. The County will instruct its contractors not to remove or dispose debris from private property; unless, the Town sends a written request to the County and the Town agrees to be responsible for the full cost (100%) of such removal and disposal. In such request, the Town must include a legal description for the private property. Prior to the start of the debris removal activities on the private property, the Town will obtain rights-of-entry or other authority satisfactory to meet Federal and State requirements. The County will invoice the Town the cost of the removal and disposal from the private property and the Town shall remit payment to the County within forty-five (45) days of receipt of the invoice.
 - vi. The County agrees to submit to Federal and/or State agencies applications for reimbursement for the debris picked up by County contractors within Town's limits. If the Town has other expenses for debris removal which were expended outside this Agreement, the Town shall submit those expenses separately to appropriate Federal and/or State agencies. The Town agrees to provide to appropriate Federal and/or State agencies documentation to support such expenses and to show that such expenses do not duplicate expenses submitted by the County.
- B. If the Town chooses Option A, or if the Town defaults in choosing an Option by deadline stated, the County has no obligation to remove debris, haul, monitor, or submit documentation for reimbursement on behalf of the Town.
 - C. In the event that Federal or State agencies determine that the County cannot

perform services for the Town as set forth hereunder, the parties hereby agree that the County shall have no obligations hereunder.

5. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. Indemnification. To the extent permitted under Florida law, the Town agrees to indemnify, defend, assume all liability for and hold the County, its employees and authorized agents harmless from any and all actions, damages, claims, suit, penalties, obligation, liabilities or injuries to properties, persons or entities, which may be caused or resulted from the debris removal services provided in the Town's limits under this Agreement.

7. Term and Termination. This Amendment shall take effective immediately upon execution ("effective date") and shall remain in effect until terminated. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Should either party terminate this Agreement after debris removal activities (including staging and actual debris removal) such party shall be liable to the other for any costs and expenses incurred prior to the date of termination.

8. Effect of Amendment. The 2010 Agreement between the parties will be considered terminated as of the effective date of this Agreement, with the exception that the Town shall remain liable to the County for any costs and expenses already incurred by the County for Hurricane Irma and Hurricane Matthew which occurred prior to the effective date of this Agreement. Nothing herein is intended to release the Town from its liabilities to pay under the 2010 Agreement, and the Town shall continue to assist the County in completing applications to Federal and/or State agencies for reimbursement for these events.

9. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
County Manager
P.O. Box 7800
Tavares, Florida 32778

TOWN
Town Manager
P.O. Box 128
Howey-In-The-Hills, FL 34737

cc: Department of Public Works
P.O. Box 7800
Tavares, Florida 32778

- A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.
- C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, to the other party in a manner designated for the filing of notice hereunder.


10. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and Town of Howey-in-the-Hills, through its Mayor.


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AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND HOWEY-IN-THE-HILLS REGARDING DEBRIS REMOVAL


ATTEST:



 Cary O. Cooney, Clerk
 Board of County Commissioners
 of Lake County, Florida

Approved as to form and legality:


 Melanie Marsh, County Attorney



COUNTY

LAKE COUNTY, FLORIDA, through its Board of County Commissioners

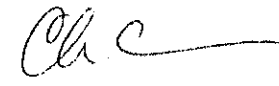


 Timothy J. Sullivan, Chairman

This 21 day of August, 2018.

AGENCY


TOWN OF HOWEY-IN-THE-HILLS, FLORIDA



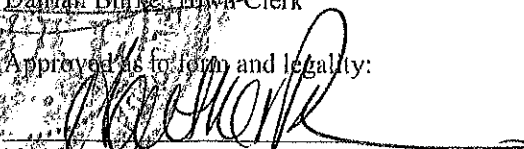
 Chris Sears, Mayor

This 11 day of June, 2018.

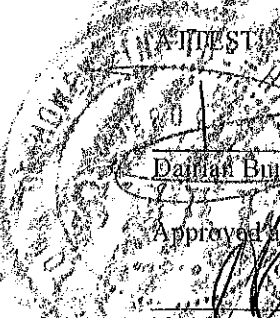
ATTEST:



 Dorian Burke, Town Clerk

Approved as to form and legality:


 Town Attorney





TMHConsulting@cfl.rr.com
 97 N. Saint Andrews Dr.
 Ormond Beach, FL 32174
 PH: 386.316.8426

MEMORANDUM

TO: Howey-in-the-Hills Planning Board
CC: J. Brock, Town Clerk
FROM: Thomas Harowski, AICP, Planning consultant
SUBJECT: Sign Code Amendments
DATE: March 18, 2024

As we have been reviewing code changes to the land development code, The Town Attorney has identified the need to modify the sign code section of chapter five in the LDR to address issues generated by a recent Supreme Court decision on sign regulations. Essentially the court ruled that signs cannot be regulated based on sign content. This concept has been in effect for some time, but the most recent decision on signs has been broadened to impact on temporary signs like political signs, real estate signs, yard sale signs and similar signage. Now the sign may not be regulated separately from other temporary signs if one needs to read the sign to classify it.

The Town can regulate such items as the number, size and location of temporary signs, but we cannot set a different time period for a type of temporary sign since the sign content would have to be analyzed to determine how to classify the sign. Most of the changes offered by the Town Attorney are removing the specifics of different types of temporary signs and replacing them with a generic regulation that sticks to the items that Town can regulate.

The planning board is being asked to review the proposed revisions and make a recommendation on the proposal to the Town Council.

ORDINANCE NO. 2024-003

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO SIGNS; AMENDING SECTIONS 5.03.04 THROUGH 5.03.07 OF THE LAND DEVELOPMENT CODE TO REVISE REGULATIONS GOVERNING TEMPORARY SIGNAGE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE HILLS, FLORIDA:

Section 1. Amendment to section 5.03.01 of the Land Development Code.

Paragraph 7 of subsection 5.03.01A of the Land Development Code is amended to read:

5.03.01 Generally

A. The intent of this section is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within the Town. The purposes of this section are to:

* * *

7. Restrict sign regulation to time, place, and manner, without limitations on content, ~~so long as the material displayed avoids content commonly judged by the community to be immoral, indecent, or obscene;~~ and

Section 2. Amendment to certain definitions in the Land Development Code.

The following specified definitions in section 1.12.00 of the Town’s Land Development Code are amended to read:

Sign means any device or display consisting of letters, numbers, symbols, pictures, illustrations, announcements, trademarks, including all trim and borders, designed to advertise, inform or attract the attention of persons not on the premises on which the device or display is located, and visible from the public way. A sign shall be construed to be a single

1 display surface or device containing elements organized, related, and
2 composed to form a single unit.
3

- 4 1. **Banner sign** means any sign having characters, letters, or
5 illustrations applied to cloth, paper, or fabric of any kind, with only
6 such material as backing, which is mounted to a pole or building
7 by one (1) or more edges. National, state, or municipal flags or the
8 official flag of a business or institution shall not be considered a
9 banner.
- 10 2. **Barber Pole sign** means any traditional cylindrical, striped
11 revolving sign identifying barbers.
- 12 ~~3. **Construction sign** means any sign advertising the construction
13 actually being done on the premises where the sign is located. The
14 sign may also include the contractor's name, the owner's name, the
15 architect's name, and the name of the institution providing
16 financial services.~~
- 17 4. **Detached sign**. See “Freestanding/ground sign” and “Pole sign.”
- 18 5. **Exempt sign** means any sign for which a permit is not required.
- 19 6. **Freestanding or Ground sign** means any detached sign, including
20 any signs supported by structures in or on the ground and
21 independent of support from any building. Includes the term
22 “monument sign.”
- 23 ~~7. **Garage Sale sign** means any sign pertaining to the sale of personal
24 property in, at, or upon any residentially zoned property, whether
25 made under any other name, such as lawn sale, backyard sale,
26 rummage sale, or any similar designation.~~
- 27 8. **Identification sign** means any sign which indicates the name,
28 owner or address of a residence, office, or business, but bearing no
29 advertising.
- 30 9. **Illuminated sign** means any sign having characters, letters, figures,
31 design, or outlines illuminated by electric lights or luminous tubes
32 designed for that purpose, whether or not the lights or tubes are
33 physically attached to the sign.
- 34 10. **Incidental sign** means any general informational sign which has a
35 purpose secondary to the use of the site on which it is located, such
36 as "Open", "Closed", "Welcome", "No Parking", "Entrance",
37 "Loading Only", and similar information and directives. ~~No sign
38 with a business name, logo, or advertising shall be considered
39 incidental.~~

- 1 11. **Off-site sign** means any sign which advertises the services or
2 products of a business not on the premises where the sign is
3 erected.
- 4 12. **Pole sign** means any sign erected on a pole which is wholly
5 independent of any building for support.
- 6 ~~13. **Political signs** are those concerning candidacy for public office or
7 urging action on any ballot issue in a forthcoming public election
8 or pertaining to or advocating political views or policies.~~
- 9 14. **Portable sign** means any sign, whether on its own trailer, wheels,
10 chassis, or otherwise movable support, which is manifestly
11 designed to be transported from one place to another.
- 12 15. **Projecting sign** means any sign which is affixed to any building,
13 wall, or structure and which extends beyond the building, wall, and
14 structure (see "bracket sign").
- 15 ~~16. **Real Estate sign** means any on-premises structure showing that the
16 premises upon which it is located is either for sale, for lease or for
17 rent, or open for inspection.~~
- 18 17. **Sandwich or Sidewalk sign** means any sign, double- or single-
19 faced, which is portable, able to be moved easily by an individual,
20 and which fits within a sidewalk while still allowing for pedestrian
21 travel.
- 22 18. **Snipe sign** means any sign which is tacked, nailed, posted, pasted,
23 glued, or otherwise attached to trees, poles, stakes, fences, or other
24 objects.
- 25 19. **Street Number sign** means any sign displaying a street number on
26 a structure, wherever located.
- 27 20. **Temporary sign.** A sign addressing (i) a discrete, upcoming,
28 and nonrepeating event such as an election or referendum, a "grand
29 opening," a garage sale, a going-out-of-business sale, a festival,
30 celebration, parade, or other community event, etc., or (ii) a
31 temporary condition such as a construction project, a property for
32 sale, a temporary closure of a facility or area, etc.
- 33 21. **Wall sign.** Any sign that shall be affixed parallel to the wall or
34 painted on the wall of any building in such a manner as to read
35 parallel to the wall on which it is mounted, in such a way that the
36 wall becomes the supporting structure for, or forms the background
37 surface of the sign; provided, however, said wall sign shall not
38 project more than 12 inches from the face of the building; shall not
39 project above the top of the wall or beyond the end of the building.
- 40 ~~22. **Yard Sale sign.** See "Garage sale sign."~~

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Section 3. Amendment to Section 5.03.03 of the Land Development Code.

Subparagraph D.3.e of section 5.03.03 of the Town’s Land Development Code is repealed and reserved:

- e. ~~Reserved. Nonconforming real estate or construction signs shall be removed no later than six months after the date of adoption of this amendment. Thereafter, all such nonconforming signs shall be deemed unlawful and prohibited and subject to the enforcement provisions of this chapter.~~

Section 4. Amendment to Section 5.03.04 of the Land Development Code.

Section 5.03.04 of the Town’s Land Development Code is amended to read:

- 5.03.04 Prohibited Signs.** The following signs are prohibited:
~~The signs identified in this section are prohibited within the Town.~~
- A. ~~Any~~ A sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, ~~content~~, coloring, or method of illumination.
 - B. ~~Any~~ A sign that obstructs the vision between pedestrians and vehicles using the public right-of-way, including, but not restricted to, those not meeting intersection visibility requirements set forth in Section 7.01.08.
 - C. Signs with lights, lighted screens or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color, except for time-temperature-date signs.
 - D. Signs that contain words and traffic control symbols ~~so as to~~ that interfere with, mislead, or confuse motorists, such as "stop," "look," "caution," "danger," or "slow."
 - E. ~~Snipe signs attached to trees or utility poles.~~
 - F. ~~Reserved. Snipe signs, except as permitted for campaign advertising or other special events under Section 5.03.07.~~
 - G. Signs with visible moving, revolving, or rotating parts, or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic, or mechanical means, except for traditional barber poles.
 - H. Signs with the optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing of copy.
 - I. Signs that emit audible sound, odor, or visible matter such as smoke or steam.

- 1 J. Signs that are of such intensity or brilliance as to cause glare or
- 2 impair the vision of any motorist, cyclist, or pedestrian using or
- 3 entering a public right-of-way, or that are a hazard or a nuisance to
- 4 occupants of any property because of glare or other characteristics.
- 5 K. Signs that are painted, pasted, or printed on any curbstone, flagstone,
- 6 pavement, or any portion of any sidewalk or street, except house
- 7 numbers and official traffic control signs.
- 8 L. Offsite advertising signs, with the exception of sandwich boards as
- 9 set forth in Section 5.03.11(D) and temporary signs ~~Special Event~~
- 10 ~~Signs~~ as permitted in 5.03.07.
- 11 M. Signs mounted on any portion of a roof.
- 12 N. Abandoned signs.
- 13 O. Signs erected, installed, or placed on public property, with the
- 14 exception of signs erected by public authority for public purposes,
- 15 and sandwich boards as set forth in Section 5.03.10 (D) ~~and Special~~
- 16 ~~Event Signs as permitted in 5.03.07.~~
- 17 P. Portable or trailer signs.
- 18 Q. Pole signs.
- 19 R. Internally lit signs within or adjacent to residential property.
- 20 S. Any other signs ~~that are~~ not specifically permitted or exempted by this
- 21 LDC.
- 22

23 **Section 5. Amendment to Section 5.03.05 of the Land Development Code.**

24 Section 5.03.05 of the Land Development Code is amended to read:

- 25 **5.03.05 Exempt Signs.** The following signs ~~identified in this section~~
- 26 are permitted ~~within the Town~~ and are exempt from the requirement to
- 27 obtain a permit:
- 28
 - 29 A. Regulatory, statutory, traffic control, or directional signs erected on
 - 30 public property by or with permission of the State of Florida, Lake
 - 31 County, or the Town of Howey in the Hills.
 - 32 B. Legal notices and official instruments.
 - 33 C. Holiday lights and seasonal decorations displayed at times when such
 - 34 lights and decorations are generally considered appropriate.
 - 35 D. Signs incorporated into machinery or equipment by a manufacturer or
 - 36 distributor, which identify or advertise only the product or service
 - 37 dispensed by the machine or equipment, such as signs customarily
 - 38 affixed to vending machines, newspaper racks, and gasoline pumps.
 - 39 E. Incidental signs.
 - 40 F. Public warning signs to indicate the dangers of swimming, animals, or
 - 41 similar hazards.
 - 42 G. Barber poles at barbershops.
 - 43 H. ~~Temporary window signs are permitted and subject to the following~~
 - 44 ~~standards:~~

- 1 1. ~~The signs may display or announce any business, civic, cultural,~~
- 2 ~~or private sale or event for a period not to exceed thirty (30) days.~~
- 3 2. ~~Temporary signs shall be located wholly within a window and~~
- 4 ~~shall not exceed an aggregate area equal to ten percent (10%) of~~
- 5 ~~the total glassed area of the store front. Temporary signs, together~~
- 6 ~~with permanent window signs, shall not exceed an aggregate equal~~
- 7 ~~to twenty percent (20%) of the total glassed area of the store front.~~
- 8 I. ~~Temporary Signs allowed under section 5.03.07 (D).~~
- 9 J. ~~Works of art that do not constitute as advertising.~~
- 10 K. ~~Political signs allowed under section 5.03.07 (D)~~
- 11 1. ~~Signs shall not exceed 16" x 24" in size~~
- 12 2. ~~Signs are limited to a maximum of two signs per candidate or issue~~
- 13 ~~per parcel~~
- 14 3. ~~Signs may be erected not more than sixty days prior to any~~
- 15 ~~election. Removal of political signs shall be regulated by all~~
- 16 ~~applicable Florida Statutes.~~
- 17 L. ~~Garage sale or yard sale signs placed only on the premises of the sale.~~

19 **Section 6. Repeal of Section 5.03.06 of the Land Development Code.** Section
20 5.03.06 of the Land Development Code is repealed and reserved:

21 **5.03.06 Reserved. Provisionally Exempt Signs**

- 22 A. ~~Signs identified in this section may be placed without a permit,~~
- 23 ~~provided that such signs comply with the standards in Table 5.03.06~~
- 24 ~~(A).~~

25 **Table 5.03.06 (A) Standards for Provisionally Exempt Signs**

Type of Sign	Standards
Identification signs	2 square feet or less in area
"No trespassing" or "no dumping"	2 square feet or less in area
Memorial signs or tablets, and names of buildings and dates	Cut into any masonry surface, or of erection; constructed of bronze or other noncombustible materials and attached to the surface of a building
Decorative flags and bunting	Used for temporary events only.
Menu boards, price lists or other signage for drive-through facilities	Maximum of 2 such signs, and maximum area of 24 square feet or less, and located adjacent to and oriented toward the drive-through area
Menus	2 square feet or less in area, and mounted at the entrance to a restaurant

Real estate signs	One sign, 6 square feet or less in area. One sign 16 square feet or less is permitted for parcels of 5 acres or larger and for each commercial or industrial property, unless said property is located in the Town Center. A brochure box, information tube
Construction signs	One sign, 6 square feet or less in area, and located on property where a valid building permit has
Yard or garage sale signs	2 square feet or less in area, and located on the property on which a sale is being conducted, and limited to three (3) days per sale, not to exceed
Occupant or owner identification sign	2 square feet or less in area when located in a residential zoning district

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Section 7. Amendment to Section 5.03.07 of the Land Development Code.
Section 5.03.07 of the Land Development Code is revised to read:

5.03.07 Temporary Signs. Temporary signs are may be placed or installed on property without a permit, subject to the following:

- A. A temporary sign pertaining to an event may be displayed for a period not to exceed 180 days. A temporary sign pertaining to a temporary condition may be displayed for the duration of the condition.
- B. A temporary sign must be removed no later than ten days (i) after the pertinent event occurs and is completed or (ii) after the pertinent condition ceases to exist, whichever is applicable.
- C. No temporary sign may be placed within right-of-way or other public property unless authorized by the government agency with jurisdiction.
- D. No sign that is prohibited under section 5.03.04 or any other part of this land development code may be displayed as a temporary sign.
- E. On property zoned or used for residential purposes a temporary sign may not exceed six square feet of copy area on each side and may not exceed three feet in height. The sign may contain its message on both sides. A temporary banner sign is prohibited.
- F. On property zoned and used for non-residential purposes, the copy area on each side of a temporary sign may not exceed 16 square feet. Copy area on a banner sign may not exceed 32 square feet.
- G. A temporary sign may be placed on property only with the permission of the owner.

Special Event Signs

- A. ~~Temporary signs for special events shall be permitted as described in this section. No fee is charged for signs meeting these requirements.~~
- B. ~~For purposes of this section, "special event" shall mean:~~

- ~~1. Community events, such as the Christmas Parade;~~
- ~~2. Grand openings of new businesses, businesses that have changed ownership, businesses that have reopened after extensive renovation, or businesses that have made appreciable expansion to their facilities. For purposes of clarification, the term "new business," as used in this section, shall mean any newly organized commercial venture that is opening for the first time, or an existing business that has changed location;~~
- ~~3. Promotion of events for nonprofit organizations; and~~
- ~~4. Real estate events such as open houses.~~

~~C. Design Standards~~

- ~~1. Setback shall be twenty five (25) feet from side property lines or equidistant between side property lines.~~
- ~~2. The maximum height shall be five feet in residential zones and eight feet in nonresidential zones, exclusive of banners, balloons and pennants.~~
- ~~3. The maximum size sign shall be 16 square feet.~~
- ~~4. The maximum size banner shall be 32 square feet.~~
- ~~5. Special event signs shall only be displayed on non-residential property.~~

~~D. General Requirements~~

- ~~1. No sign prohibited in section 5.03.04 of this chapter shall be authorized under this section as a special event sign.~~
- ~~2. No special event sign shall be placed so as to obscure visibility of any permanent freestanding sign, unless such placement has been approved by the property owner whose freestanding sign is obscured.~~
- ~~3. No special event sign shall be placed on lots or parcels of any privately owned, undeveloped property without written authorization of the property owner. Such authorization shall be filed with the town clerk prior to posting any sign on the undeveloped property.~~
- ~~4. All special event signs may be placed not more than fourteen (14) days prior to the event and shall be removed within 24 hours after the special event for which the sign was authorized.~~
- ~~5. Unless otherwise specified, all special event signs shall be limited to a period of twenty (20) consecutive days.~~
- ~~6. The erection and removal of all special event signs shall be the responsibility of the person sponsoring the special event, or duly authorized agent.~~
- ~~7. Any special event sign proposed to be placed on Town property must be first approved by the Town.~~

~~E. Temporary off-site Real Estate and Non-Profit signs are permitted within the Town subject to the following provisions:~~

- ~~1. Limited to eight (8) hours per day.~~
- ~~2. Limited to a maximum of six (6) signs, each sign not to exceed six (6) square feet per sign face.~~
- ~~3. Shall follow the sign design in diagram 5.03.07 (A) below~~
- ~~4. A brochure box, information tube or similar device may be attached to the sign as long as it does not exceed 10" x 12" in area.~~

Section 8. Severability. If any part of this ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, the remaining parts of this ordinance shall remain in full effect. To that end, this ordinance is declared to be severable.

Section 9. Conflicts. In the event of a conflict between this ordinance and other ordinances, this ordinance shall control and supersede.

Section 10. Codification. The amendments enacted in sections 1 through 7, inclusive, shall be codified in the Town's Land Development Code. The remaining sections shall not be codified. The Town Clerk is authorized and directed to make all nonsubstantive, conforming edits to other parts of the Land Development Code as may be necessary or useful for the codification.

Section 11. Effective Date. This ordinance shall take effect upon its enactment.

[Signatures on the following page

1 **ORDAINED AND ENACTED** this _____ day of _____,
2 2024, by the Town Council of the Town of Howey-in-the-Hills, Florida.

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**TOWN OF HOWEY-IN-THE-HILLS,
FLORIDA**
By: its Town Council

By: _____
Hon. Martha MacFarlane, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY
(for the use and reliance of the Town only)

John Brock, Town Clerk

Thomas J. Wilkes, Town Attorney

First Reading held _____, 2024

Second Reading and Adoption held _____, 2024

Advertised _____, 2024



TMHConsulting@cfl.rr.com
97 N. Saint Andrews Dr.
Ormond Beach, FL 32174
PH: 386.316.8426

MEMORANDUM

TO: Howey-in-the-Hills Planning Board
CC: J. Brock, Town Clerk
FROM: Thomas Harowski, AICP, Planning Consultant
SUBJECT: Annual Capital Improvements Update
DATE: March 18, 2024

Each year state statute requires the Town to update the five-year capital improvements schedule to make adjustments to the planned capital expenditures and to add a new fifth year to the program. While this update is an amendment to the comprehensive plan, the update is done by local ordinance and does not go through the formal review process used for other comprehensive plan amendments. A draft of the local ordinance is included in the board packet.

The Town Council has held several workshops to review the capital improvements plan and made adjustments to the plan based on:

- The removal of completed projects
- The addition of new projects recommended by the staff and Council
- The modification of continuing projects based on a change in the project scope and/or a change in the cost estimate
- The removal or modification of proposed projects based on changes in priorities and/or Council policies

The affected items are Table 20 of the Capital Improvements Element which includes most projects and Table 20A which identifies needed traffic management projects for use in the “fairshare” assessment program. Each project is identified by title and potential funding source or sources, and project expenditures are then allocated across the five-year program. The first year of the program is most important as this is the year that is linked to the current budget. While the Town Council has discussed the amendment package in some detail, the Town’s policies require the proposed amendment to be presented to the Planning Board for comment and recommendation.

ORDINANCE NO. 2024-005

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT IN CHAPTER 8 OF THE TOWN’S COMPREHENSIVE PLAN BY UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS TO INCLUDE ESTIMATED CAPITAL IMPROVEMENTS FOR FISCAL YEAR 2023-2024 THROUGH FISCAL YEAR 2028-2029 PURSUANT TO THE REQUIREMENTS OF CHAPTER 163 OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Whereas, Chapter 8 of the Comprehensive Plan for the Town of Howey-in-the-Hills includes the statutorily required Capital Improvements Element.

Whereas, Subsection 163.3177(3) of the Florida Statutes requires that every local government annually update the Five-Year Schedule of Capital Improvements (the “Schedule”) of the Capital Improvements Element (“CIE”) of the Comprehensive Plan.

Whereas, this Ordinance updates the Schedule to comply with the requirements of Subsection 163.3177(3) of the Florida Statutes.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA:

Section 1. Recitals. That the foregoing “whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Amendment. The Five-Year Schedule of Capital Improvements set forth in Table 20 in Chapter 8 of the Town’s Comprehensive Plan is hereby updated and amended in compliance with Section 163.3177 of the Florida Statutes and is replaced with the updated version of the Table 20 attached hereto as Attachment A to include estimated capital improvements for fiscal year 2023-2024 through fiscal year 2028-2029.

Section 3. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith are hereby superseded to the extent of such conflict.

Section 4. Codification. It is the intent of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Howey-in-the-Hills Comprehensive Plan and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase to accomplish such intentions.

Section 5. Severability. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

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ATTACHMENT A
TOWN OF HOWEY-IN-THE-HILLS
5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS
FY 2023-2024 THROUGH FY 2028-2029

TABLE 20								
TOWN OF HOWEY-IN-THE-HILLS, FLORIDA								
5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS								
Description	Funding Source	FY24	FY25	FY26	FY27	FY28	FY29	Total
Public Works								
Acquire Drake Pointe Water-WW	Bond Issue			\$ 5,000,000				\$ 5,000,000
Annual stormwater improvements	Various	\$ 130,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 380,000
Central Avenue Streetscape	General Fund					\$ 30,000	\$ 500,000	\$ 530,000
Drilling for Well #5 & #6	Various	\$ 1,500,000						\$ 1,500,000
Emergency Lift Station Bypass Pumps	Various	\$ 340,000						\$ 340,000
Install Sanitary Sewer to Septic	Various		\$ 510,000					\$ 510,000
N. Water Treatment Plant Construction	Various	\$ 1,000,000	\$ 3,000,000	\$ 3,000,000	\$ 500,000			\$ 7,500,000
Wastewater Treatment Plant Construction	Impact Fees (WW)	\$ 2,500,000						\$ 2,500,000
Road Reconstruction	Infrastructure	\$ 295,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 2,170,000
Sidewalk Improvements	General Fund	\$ 10,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 310,000
Venezia South Second Access	General Fund				\$ 75,000			\$ 75,000
Water Mains - North	Impact Fees (Water)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000
Water Mains - South	Impact Fees (Water)			\$ 100,000	\$ 100,000	\$ 100,000		\$ 300,000
Water Master Plan	Water Utility Fund	\$ 20,000						\$ 20,000
Water Tower Repair and Painting	General Fund	\$ 150,000						\$ 150,000
Fire Truck Repair and Painting	General Fund	\$ 50,000						\$ 50,000
								\$ 21,935,000
General Community Services								
Library Expansion	Impact Fees			\$ 150,000	\$ 800,000	\$ 200,000		\$ 1,150,000
Municipal Complex Design	Various						\$ 1,400,000	\$ 1,400,000
Police Station Expansion/Renovation	Various		\$ 250,000	\$ 1,250,000	\$ 1,250,000	\$ 250,000		\$ 3,000,000
Town Hall Retrofitting	Various			\$ 250,000				\$ 250,000
								\$ 5,800,000
Parks and Recreation								
Convert Landfill to Park (Peak Park)	Impact Fees (Parks)	\$50,000			\$ 200,000	\$ 725,000		\$ 975,000
Grove Square Park	Impact Fees (Parks)			\$ 10,000				\$ 10,000
Improvements to Griffin Park	Various				\$ 10,000		\$ 90,000	\$ 100,000
Lakeshore Shoreline Improvements	Grant (Unspecified)		100,000					\$ 100,000
Repair/renovate Sara Maude Park	Impact Fees (Parks)	\$ 300,000						\$ 300,000
Repair/replace finger piers	Impact Fees (Parks)			\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000
Town Park South End (Pine Park)	Impact Fees (Parks)	\$ 50,000			\$ 200,000	\$ 200,000	\$ 200,000	\$ 650,000
								\$ 2,255,000
Per Year		\$ 6,495,000	\$ 4,445,000	#####	\$ 3,750,000	\$ 2,120,000	\$ 2,805,000	
Program Total								\$ 29,990,000

**TABLE 20 A
TOWN OF HOWEY-IN-THE-HILLS, FLORIDA
5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS**

Description	Funding Source	FY24	FY25	FY26	FY27	FY28	FY29	CIP Total
Transportation Mitigation Projects								
SR 19 @ CR 48 Intersection	Fair Share		\$ 742,500					\$ 742,500
SR 19 @ Central Ave Intersection	Fair Share		\$ 742,500					\$ 742,500
Revels Rd @ SR 19 Intersection	Fair Share					\$ 742,500		\$ 742,500
Florida Ave @ SR 19 Intersection	Fair Share			\$ 148,500				\$ 148,500
Florida Ave @ Number 2 Rd. Intersection	Fair Share				\$ 148,500			\$ 148,500
Pedestrian Improvements	Various		\$ 20,000	\$ 20,000	\$ 20,000	\$ 40,000		\$ 100,000
Bicycle Improvements	Various			\$ 20,000	\$ 30,000	\$ 50,000		\$ 100,000
Streetscape	Various					\$ 250,000		\$ 250,000
Total		\$ -	\$ 1,505,000	\$ 188,500	\$ 198,500	\$ 1,082,500	\$ -	\$ 2,974,500

**PETITION BY
READER & PARTNERS, LLC,
TO
THE TOWN COUNCIL OF THE
TOWN OF HOWEY-IN-THE-HILLS,
FLORIDA**

**REQUESTING THE ESTABLISHMENT OF THE
LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT**

Reader & Partners, LLC, a Florida limited liability company, (collectively, the "Petitioner") hereby petitions the TOWN COUNCIL OF HOWEY-IN-THE-HILLS, FLORIDA (the "Town"), pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to adopt an ordinance establishing the Lake Hills Community Development District (hereinafter "CDD" or "District") with respect to land described herein. In support thereof, the Petitioner submits:

1. Petitioner. Reader & Partners, LLC has its principal place of business at 5850 T. G. Lee Boulevard, Suite 200, Orlando, FL 32822.

2. Location and Size. The property to be included within the District is located entirely within the incorporated limits of the Town of Howey-in-the-Hills, Florida and is depicted on the general location map attached to and incorporated with this Petition as **Exhibit 1**. The site is generally located north of Highway 48 and west of Highway 19. The proposed District covers approximately 220.21 +/- acres of land. The metes and bounds description of the external boundaries of the District is attached to and incorporated with this Petition as **Exhibit 2**. There is no real property within the proposed external boundaries of the District that is excluded from the District.

3. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the boundaries of the District. The written consent is attached to and incorporated with this Petition as **Exhibit 3**.

4. Name. The name of the proposed District will be Lake Hills Community Development District.

5. Initial Board Members. The names and addresses of those designated to be the five (5) initial members of the Board of Supervisors of the District, all of whom are residents of the State of Florida and citizens of the United States, are as follows:

1. Name: Kimberly Locher
Address: 5850 T.G. Lee Boulevard, Suite 200
Orlando, FL 32822
Relationship to Petitioner: Affiliate of Petitioner

2. Name: Jeffrey Reader
Address: 5850 T.G. Lee Boulevard, Suite 200
Orlando, FL 32822
Relationship to Petitioner: Affiliate of Petitioner
3. Name: Marlene DeMarco
Address: 5850 T.G. Lee Boulevard, Suite 200
Orlando, FL 32822
Relationship to Petitioner: Affiliate of Petitioner
4. Name: Ryan Lefkowitz
Address: 923 N. Pennsylvania Ave
Winter Park, FL 32789
Relationship to Petitioner: Affiliate of Petitioner
5. Name: Jay Diceglie
Address: 923 N. Pennsylvania Ave
Winter Park, FL 32789
Relationship to Petitioner: Affiliate of Petitioner

6. Major Water and Wastewater Facilities. A map of the lands within the proposed District showing the existing major trunk water mains, sewer interceptors and the major outfall canals and drainage basins is attached to and incorporated with this Petition as **Exhibit 4**.

7. District Facilities and Services. The District presently expects to finance, construct, install and maintain improvements of the District's facilities to benefit the lands within the District. Attached to and incorporated with this Petition, **Exhibit 5** describes the type of facilities and the estimated costs. This is a good faith estimate. Actual construction timetables and expenditures may vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Existing Zoning and Future Land Use. The existing zoning for lands within the proposed District and the proposed future general distribution, location, and extent of the public and private land uses within and surrounding the District, as designated on the current Howey-in-the-Hills Land Use Map are attached hereto and incorporated with this Petition as **Exhibit 6**.

9. Statement of Estimated Regulatory Costs. A Statement of Estimated Regulatory Costs (hereinafter "SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes, is attached to and incorporated with this Petition as **Exhibit 7**.

10. Authorized Agent. The Petitioner is authorized to do business in Florida. The authorized agent for the Petitioner is Mark A. Watts, Esq., Cobb Cole, whose address is 231 N. Woodland Blvd., DeLand, FL 32720. A signed Authorization of Agent is attached as **Exhibit 8**.

Copies of all correspondence and official notices should be sent to the address in the previous sentence.

11. Powers Requested. The District is seeking and hereby requests the right to exercise all powers provided for in Section 190.011, Florida Statutes, including the power of eminent domain as outlined in Section 190.011 (11), Florida Statutes, and all special powers outlined in Section 190.012, Florida Statutes. The full text of the powers requested herein is set forth in **Addendum No. 1** attached hereto.

12. Justification Statement. The property within the District is amenable to operating as an independent special district for the following reasons:

a. All statements contained in this Petition are true and correct.

b. The District and all land uses and services planned therein are not inconsistent with applicable elements or portions of the effective Howey-in-the-Hills Comprehensive Land use Plan, as amended, or any applicable elements of the state comprehensive plan.

c. The area of land within the proposed District is part of a unified plan of development approved by the Town of Howey-in-the-Hills, Florida. The land to be included in the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated development.

d. The proposed District will be the best alternative available for delivering community development services to the area to be served because (i) the District provides a mechanism for delivering those services and facilities in a manner that does not financially impact persons residing outside the District and (ii) the District provides a responsible perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities in the future.

e. The District's community development services and facilities will be compatible with the capacity and use of existing local and regional community development services and facilities, as is evidenced by the Howey-in-the-Hills Comprehensive Plan, will allow for a more efficient use of resources, and will provide a perpetual entity capable of making provisions for the operation and maintenance of the District services and facilities.

f. For the foregoing reasons, the area to be served by the proposed District is amenable to separate special district government.

WHEREFORE, Petitioner respectfully requests the Town Council of the Town of Howey-in-the-Hills to:

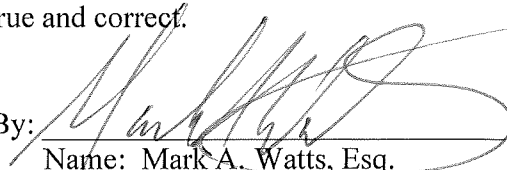
1. Direct that a local public hearing be held as required by Section 190.005(2)(b), Florida Statutes; to consider the establishment of the Lake Hills Community Development District; and

2. Grant the Petition for Establishment and adopt an Ordinance pursuant to Chapter 190, Florida Statutes; establishing the Lake Hills Community Development District; and

3. Consent to the District's exercise of its statutory powers requested herein, as those powers are set forth in Chapter 190, Florida Statutes.

RESPECTFULLY SUBMITTED, this 16th day of November, 2023.

I, Mark A. Watts, Esq. of Cobb Cole, hereby certify, under oath, that I am duly authorized to file this Petition on behalf of the Petitioner. I, Mark A. Watts, Esq. further certify, under oath, that all information contained within this Petition is true and correct.

By: 
Name: Mark A. Watts, Esq.
Title: Agent

PETITION LIST OF EXHIBITS

Exhibit “1”

General Location of District

Exhibit “2”

Metes and Bounds Legal Description

Exhibit “3”

Written Consent of 100% of District Landowners
To Establish of District

Exhibit “4”

Existing Water Main, Sewer Interceptors and Outfalls

Exhibit “5”

Proposed Timetables for Construction of District Services
and Estimated Cost of Constructing the Proposed Services

Exhibit “6”

Zoning and Future Land Use Map

Exhibit “7”

Statement of Estimated Regulatory Costs

Exhibit “8”

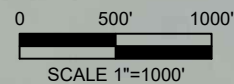
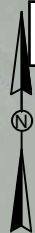
Authorization of Agent

Attachment No. 1

Florida Statutes Section 190.011 and 190.012(1)

EXHIBIT 1
GENERAL LOCATION OF THE PROPOSED
LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT

Item 7.



LAKE HARRIS

220.21 AC

ACCESS/MAINTENANCE/
CONSTRUCTION &
SIGNAGE EASEMENT

20'X20' SIGNAGE
EASEMENT

C.R. 48

S.R. 19

**CDD
BOUNDARY**

LAKE HILLS CDD



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

431 E. HORATIO AVE, SUITE 260 MAITLAND, FL 32751 (407) 629-8330
CERTIFICATE OF AUTHORIZATION NO. CA-0007723

JOB NUMBER: 23019

SEC: 23 TWP: 20S RNG: 25E

DRAWN BY: JFV

APPROVED BY: DS

DATE: 11/16/23

SCALE: 1" = 1000'

**LAKE HILLS
CDD**

**GENERAL LOCATION
OF DISTRICT**

EXHIBIT

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EXHIBIT 2

**METES AND BOUNDS LEGAL DESCRIPTION OF THE
LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT**

A PORTION OF GOVERNMENT LOT 9 LYING WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND PROCEED N 00°53'14" E, ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF S 69°35'43" E, A DISTANCE OF 1186.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1188.29 FEET; THENCE S 75°35'20" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1460.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF S 68°56'00" E, A DISTANCE OF 521.94 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 523.03 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE N 75°06'54" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 742.75 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE N 46°59'01" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1328.28 TO THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N 89°48'40" W, A DISTANCE OF 738.20; THENCE S 46°59'01" W, A DISTANCE OF 50.00 FEET; THENCE S 43°00'59" E, A DISTANCE OF 269.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58°09'10" E, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58°09'10" E, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE S 43°00'59" E, A DISTANCE OF 125.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY OF STATE ROAD 19; THENCE N 46°59'01" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 558.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 155,772 SQUARE FEET OR 3.58 ACRES MORE OR LESS.

LESS AND EXCEPT ACCESS EASEMENT

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 SECTION 23-20-25; THENCE SOUTH 00°28'42" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 25, A DISTANCE OF 765.11 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 19; THENCE SOUTH 46°59'01" WEST ALONG THE NORTHERLY RIGHT OF WAY, A DISTANCE OF 1,350.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 46°59'01" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 43°00'59" WEST, A DISTANCE OF 125.00 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS NORTH 27°52'48" WEST, A DISTANCE 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 100.00 FEET AND A CHORD WHICH BEARS NORTH 27°52'48" WEST, AND A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET; THENCE NORTH 43°00'59" WEST, A DISTANCE OF 404.25 FEET; THENCE NORTH 46°59'01" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 43°00'59" EAST, A DISTANCE OF 404.25 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CHORD WHICH BEARS SOUTH 58°09'10" EAST, A DISTANCE 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS SOUTH 58°09'10" EAST, AND A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE SOUTH 43°00'59" EAST, A DISTANCE OF 125.00 FEE; TO THE POINT OF BEGINNING.

CONTAINING 49,343.34 SQUARE FEET OR 1.13 ACRES, MORE OR LESS.


PARCEL 2:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°09'42" WEST ALONG THE NORTH LINE OF THE SOUTHEAST ¼ A DISTANCE OF 330 FEET; THENCE SOUTH 81°15'42" WEST TO THE EAST LINE OF TRACT "I", OF DRAKE POINT PARK REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 63, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 81°15'42" WEST TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48 TO THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 22; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST ¼ TO THE POINT OF BEGINNING.

PARCEL 3:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°09'42" WEST ALONG THE SOUTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 330 FEET; THENCE NORTH 00°15'45" WEST 210 FEET; THENCE NORTH 38°44'24" EAST 583.17 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89°10'02" EAST 1177 FEET TO THE WATERS OF LAKE HARRIS; THENCE SOUTHEASTERLY ALONG SAID WATERS OF LAKE HARRIS TO A POINT ON THE EAST LINE OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST ¼ TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST ¼ TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SECTION 23, SAID POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 38°44'24" WEST TO A POINT ON THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST ¼ TO POINT "A". LESS AND EXCEPT THAT PORTION DESCRIBED IN THAT CERTAIN CORRECTIVE WARRANTY DEED RECORDED IN BOOK 4103, PAGE 313, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION CONTINUES ON EXHIBIT 2C.

 <p>MADDEN MOORHEAD & STOKES, LLC CIVIL ENGINEERS</p> <p>431 E. HORATIO AVE, SUITE 260 MAITLAND, FL 32751 (407) 629-8330 CERTIFICATE OF AUTHORIZATION NO. CA-0007723</p>	JOB NUMBER:	23019	<p>LAKE HILLS CDD</p>	<p>EXHIBIT 64</p>
	SEC: 23 TWP: 20S RNG: 25E			
	DRAWN BY:	JFV	<p>METES AND BOUNDS LEGAL DESCRIPTION</p>	
	APPROVED BY:	DS		
	DATE:	11/16/23		
SCALE:	NONE			

PARCEL 4:

Item 7.

THAT PART OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT (NO NUMBER) AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, AND RUN N.00°04'21"E ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 1202.20 FEET TO AN IRON PIN LABELED L.B. 707; THENCE CONTINUE N.00°04'21"E ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 112 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S.89°35'28"W. ALONG THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 A DISTANCE OF 1100.00 FEET TO AN IRON PIN LABELED L.B. 707; THENCE N.00°27'54"E. 1451.76 FEET TO AN IRON ROD PIN LABELED L.B. 707; THENCE CONTINUE N00°27'54"E, 33 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG AND WITH SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND;

THE NORTH 50 FEET OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA LYING WEST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 19, AND AN EASEMENT FOR INGRESS AND EGRESS LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA AND RUN S.00°04'21"W, ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 A DISTANCE OF 50.00 FEET TO A POINT AT THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET AND A RADIAL BEARING OF S.00°02'52"W.; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°35'47" AN ARC LENGTH OF 49.91 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°35'47" AN ARC LENGTH OF 49.91 FEET TO THE END OF SAID CURVE; THENCE S.89°35'28" W., PARALLEL WITH THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF THE AFOREMENTIONED SECTION 23 A DISTANCE OF 1029.81 FEET; THENCE N.00°27'54"E., 1510 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN N.00°04'21"E LONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF THE AFOREMENTIONED SECTION 23 A DISTANCE OF 25.00 FEET; THENCE S.89°35'28"W., PARALLEL WITH THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 1074.82 FEET; THENCE N.00°27'54"E., 1459 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE WESTERLY ALONG AND WITH SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

PARCEL 5:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°09'42" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE NORTH 00°15'45" WEST, 210 FEET; THENCE NORTH 38°44'24" EAST TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED IN THAT CERTAIN CORRECTIVE WARRANTY DEED RECORDED IN BOOK 4103, PAGE 313, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 6:

THAT PART OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT (NO NUMBER) AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, RUN S.89°52'11" W. ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 330.00 FEET TO AN IRON PIPE LABELED LB707; THENCE N.00°09'33"E., 210.05 FEET TO A CONCRETE MONUMENT LABELED LS1916; THENCE N.39°31'51" E., 583.79 FEET TO AN IRON PIN LABELED LB7514; THENCE N.89°52'31"E., 468.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN N.70°57'18"E., 519 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN N.89°52'31"E., 708.81 FEET TO AN IRON PIN LABELED LB7514; THENCE CONTINUE N.89°52'31"E., 30 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS; THENCE NORTHWESTERLY ALONG AND WITH SAID SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

OVERALL PARCEL TO THE BOUNDARY CLOSURE LINE CONTAINS 9,592,251.16 SQUARE FEET OR 220.21 ACRES MORE OR LESS.



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

431 E. HORATIO AVE, SUITE 260 MAITLAND, FL 32751 (407) 629-8330
CERTIFICATE OF AUTHORIZATION NO. CA-0007723

JOB NUMBER:	23019
SEC: 23 TWP: 20S RNG: 25E	
DRAWN BY:	JFV
APPROVED BY:	DS
DATE:	11/16/23
SCALE:	NONE

LAKE HILLS
CDD

METES AND BOUNDS
LEGAL DESCRIPTION

EXHIBIT
65

EXHIBIT 3

**WRITTEN CONSENT OF 100% OF THE REAL PROPERTY OWNERS WITHIN THE
LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT**

CONSENT AND JOINDER
TO PETITION TO ESTABLISH THE
LAKE HILLS
COMMUNITY DEVELOPMENT DISTRICT

THE UNDERSIGNED, LAKE HARRIS (ORLANDO) ASLI VII Owner #1, LLC, LAKE HARRIS (ORLANDO) ASLI VII Owner #2, LLC, and LAKE HARRIS (ORLANDO) ASLI VII Owner #3, LLC, collectively, is the owner of certain lands located in Howey-in-the-Hills, Florida, and more fully described as follows:

SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN

The above-described land is hereinafter referred to as the “Property”.

The undersigned understands and acknowledges that Reader & Partners, LLC (“Petitioner”), intends to submit an application to Howey-In-The-Hills, Florida to establish the LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT (the “District”) in accordance with the provisions of Chapter 190 of the Florida Statutes.

The undersigned is the owner of a portion of the lands located within the proposed District and described in Exhibit “A” attached hereto, and the undersigned understands and acknowledges that, pursuant to the provisions of Section 190.005(2)(a), *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the District of one-hundred percent (100%) of the owners of the lands to be included within the District.

The undersigned hereby consents to the inclusion of its Property into the Lake Hills Community Development District, which will include the Property within the lands to be a part of the District, and agrees to further execute any other documentation necessary or convenient to evidence this consent and joinder.

The undersigned hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned’s heirs, personal representatives, administrators, successors-in-title and assigns and shall remain in full force and effect three (3) years from the date hereof.

**SIGNATURE PAGE FOR CONSENT AND JOINDER
TO PETITION TO ESTABLISH THE LAKE HILLS
COMMUNITY DEVELOPMENT DISTRICT**

Executed this ____ day of _____, 2023

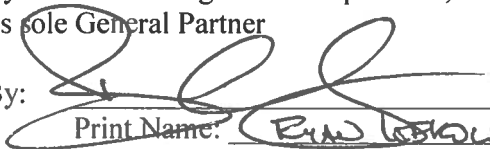
By: LAKE HARRIS (ORLANDO) ASLI VII
Owner #1, LLC,
a Delaware Limited Liability Company

By: LAKE HARRIS (ORLANDO) ASLI VII
HOLDINGS, LLC, a Delaware limited liability
company, its sole member

By: Avanti Strategic Land Investors, VII,
L.L.L.P., a Delaware limited liability partnership, its
Sole Member

By: Avanti Properties Group II, L.L.L.P., a
Delaware limited liability limited partnership, its
Managing General Partner

By: Avanti Management Corporation, Its Manager,
its sole General Partner

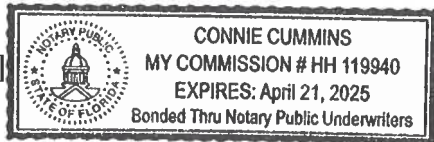
By: 
Print Name: RYAN KOZLOWSKI
Title: Vice President

Date: 11/15/2023

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by (x) means of physical presence or () online notarization on November 13, 2023, by Ryan J. Lefkowitz, the Vice President of Avanti Management Corporation, a Florida corporation, the sole General Partner of Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, the Managing General Partner of Avanti Strategic Land Investors, VII, L.L.L.P., a Delaware limited liability partnership, the Sole Member of Lake Harris (Orlando) ASLI VI Holdings, LLC, the Sole Member of LAKE HARRIS (ORLANDO) ASLI VII OWNER #1, LLC, a Delaware limited liability company, on behalf said corporation, limited liability limited partnership, and limited liability companies. He is personally known to me or has produced _____ as identification.

[SEAL]



Connie Cummins

Signature of Notary Public

Print Name: Connie Cummins

Commission No.: HH119940

Commission Expires: 4/21/25


By: LAKE HARRIS (ORLANDO) ASLI VII
Owner #2, LLC
a Delaware Limited Liability Company

By: LAKE HARRIS (ORLANDO) ASLI VII
HOLDINGS, LLC, a Delaware limited liability
company, its sole member

By: Avanti Strategic Land Investors, VII,
L.L.L.P., a Delaware limited liability partnership, its
Sole Member

By: Avanti Properties Group II, L.L.L.P., a
Delaware limited liability limited partnership, its
Managing General Partner

By: Avanti Management Corporation, Its Manager,
its sole General Partner

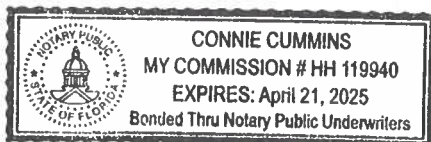
By: 
Print Name: F. L. KOWITZ
Title: Vice President

Date: 11/13/2023

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by (x) means of physical presence or () online notarization on November 13, 2023, by Ryan J. Lefkowitz, the Vice President of Avanti Management Corporation, a Florida corporation, the sole General Partner of Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, the Managing General Partner of Avanti Strategic Land Investors, VII, L.L.L.P., a Delaware limited liability partnership, the Sole Member of Lake Harris (Orlando) ASLI VI Holdings, LLC, the Sole Member of **LAKE HARRIS (ORLANDO) ASLI VII OWNER #2, LLC**, a Delaware limited liability company, on behalf said corporation, limited liability limited partnership, and limited liability companies. He is personally known to me or has produced _____ as identification.

[SEAL]



Connie Cummins
Signature of Notary Public
Print Name: Connie Cummins
Commission No.: HH119940

Commission Expires: 4/21/25


By: LAKE HARRIS (ORLANDO) ASLI VII
Owner #3, LLC
a Delaware Limited Liability Company

By: LAKE HARRIS (ORLANDO) ASLI VII
HOLDINGS, LLC, a Delaware limited liability
company, its sole member

By: Avanti Strategic Land Investors, VII,
L.L.L.P., a Delaware limited liability partnership, its
Sole Member

By: Avanti Properties Group II, L.L.L.P., a
Delaware limited liability limited partnership, its
Managing General Partner

By: Avanti Management Corporation, Its Manager,
its sole General Partner

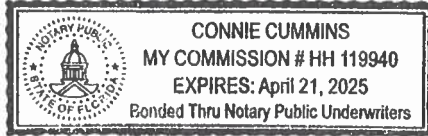
By: 
Print Name: BYAN LABRUTA
Title: VICE PRESIDENT

Date: 11/13/2023

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by (X) means of physical presence or () online notarization on November 13, 2023, by Ryan J. Lefkowitz, the Vice President of Avanti Management Corporation, a Florida corporation, the sole General Partner of Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, the Managing General Partner of Avanti Strategic Land Investors, VII, L.L.L.P., a Delaware limited liability partnership, the Sole Member of Lake Harris (Orlando) ASLI VI Holdings, LLC, the Sole Member of **LAKE HARRIS (ORLANDO) ASLI VII OWNER #3, LLC**, a Delaware limited liability company, on behalf said corporation, limited liability limited partnership, and limited liability companies. He is personally known to me or has produced _____ as identification.

[SEAL]

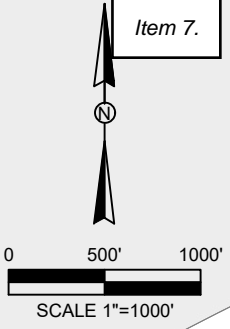
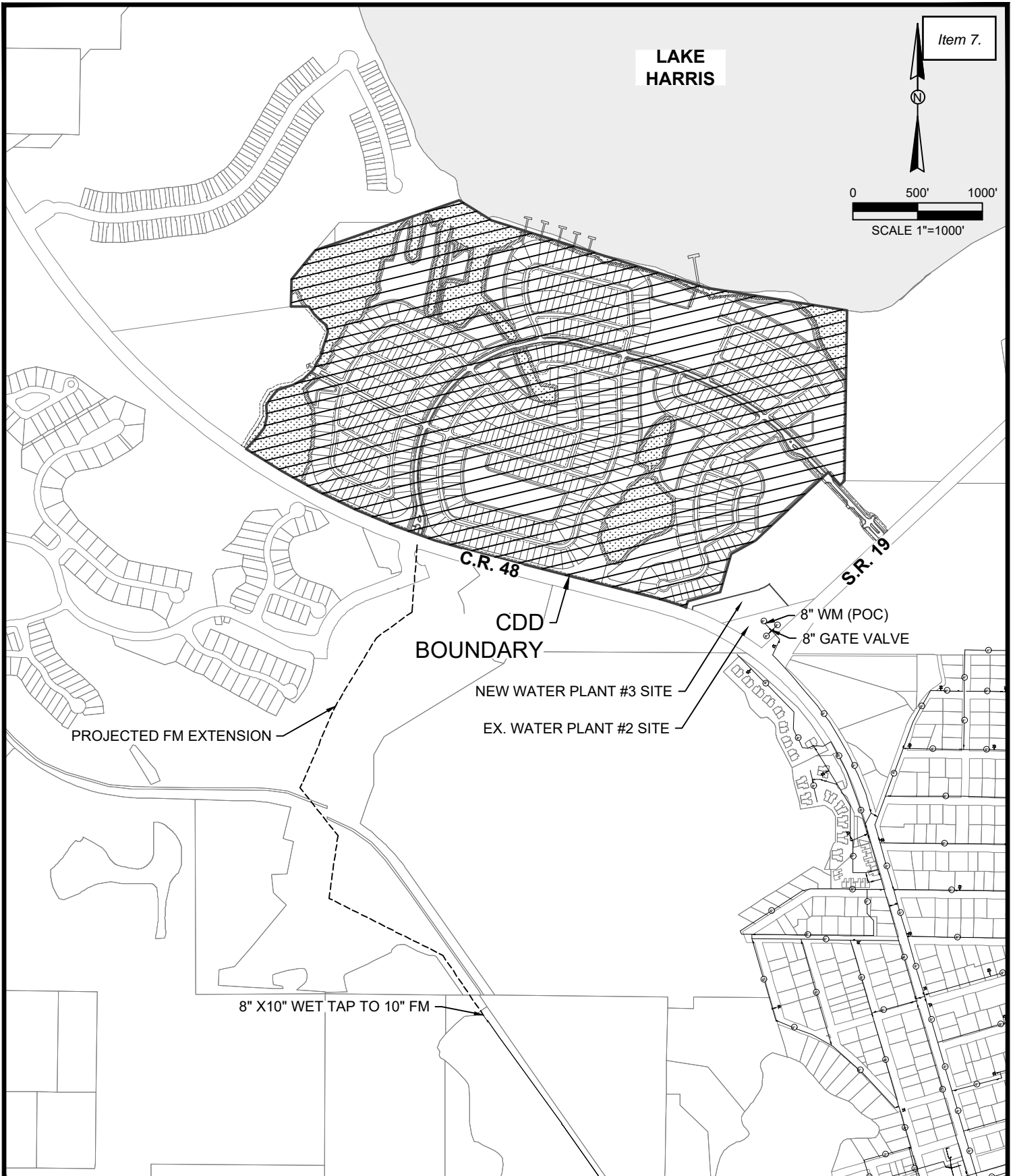


Connie Cummins
Signature of Notary Public
Print Name: Connie Cummins
Commission No.: _____

Commission Expires: 4/21/25

EXHIBIT 4

**MAP OF THE LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT
SHOWING EXISTING MAJOR TRUNK
WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS**



Item 7.

LAKE HARRIS

CDD BOUNDARY

NEW WATER PLANT #3 SITE

EX. WATER PLANT #2 SITE

PROJECTED FM EXTENSION

8" WM (POC)
8" GATE VALVE

8" X10" WET TAP TO 10" FM



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

431 E. HORATIO AVE, SUITE 260 MAITLAND, FL 32751 (407) 629-8330
CERTIFICATE OF AUTHORIZATION NO. CA-0007723

JOB NUMBER:	23019
SEC: 23 TWP: 20S RNG: 25E	
DRAWN BY:	JFV
APPROVED BY:	DS
DATE:	11/06/23
SCALE:	1" = 1000'

**LAKE HILLS
CDD**

**EXISTING WATER MAIN,
SEWER INTERCEPTORS
& OUTFALLS**

**EXHIBIT
75**

EXHIBIT 5

**COST ESTIMATES AND TIMETABLE FOR CONSTRUCTION OF
LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT
SERVICES AND FACILITIES**

CIP COST ESTIMATE

IMPROVEMENT	ESTIMATED COST	FUNDING SOURCE	OPERATION & MAINTENANCE ENTITY
Public Roadways	14,846,000	CDD/Developer	Howey In The Hills
Public Sitework and Storm Drainage	14,275,000	CDD/Developer	CDD
Water, Reclaimed, and Wastewater Systems	28,550,000	CDD/Developer	Howey In The Hills
Hardscaping, Landscaping, Irrigation	4,910,600	CDD/Developer	CDD
Differential Cost of Undergrounding Conduit	3,597,300	CDD/Developer	CDD
On-Site Wetland Mitigation	150,000	CDD/Developer	CDD
Off-Site Improvements - Utilities	1,500,000	CDD/Developer	Howey In The Hills
Off-Site Improvements - Turn Lanes	600,000	CDD/Developer	Lake County/FDOT
Professional Services	1,500,000	CDD/Developer	n/a
Contingency	6,992,890	CDD/Developer	Per Above
Total	76,921,790		

Note: The probable costs estimated herein do not include anticipated carrying costs, interest reserves or other anticipated CDD expenditures that may be incurred.



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

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JOB NUMBER: 23019
 SEC: 23 TWP: 20S RNG: 25E
 DRAWN BY: JFV
 APPROVED BY: DS
 DATE: 11/16/23
 SCALE: NONE

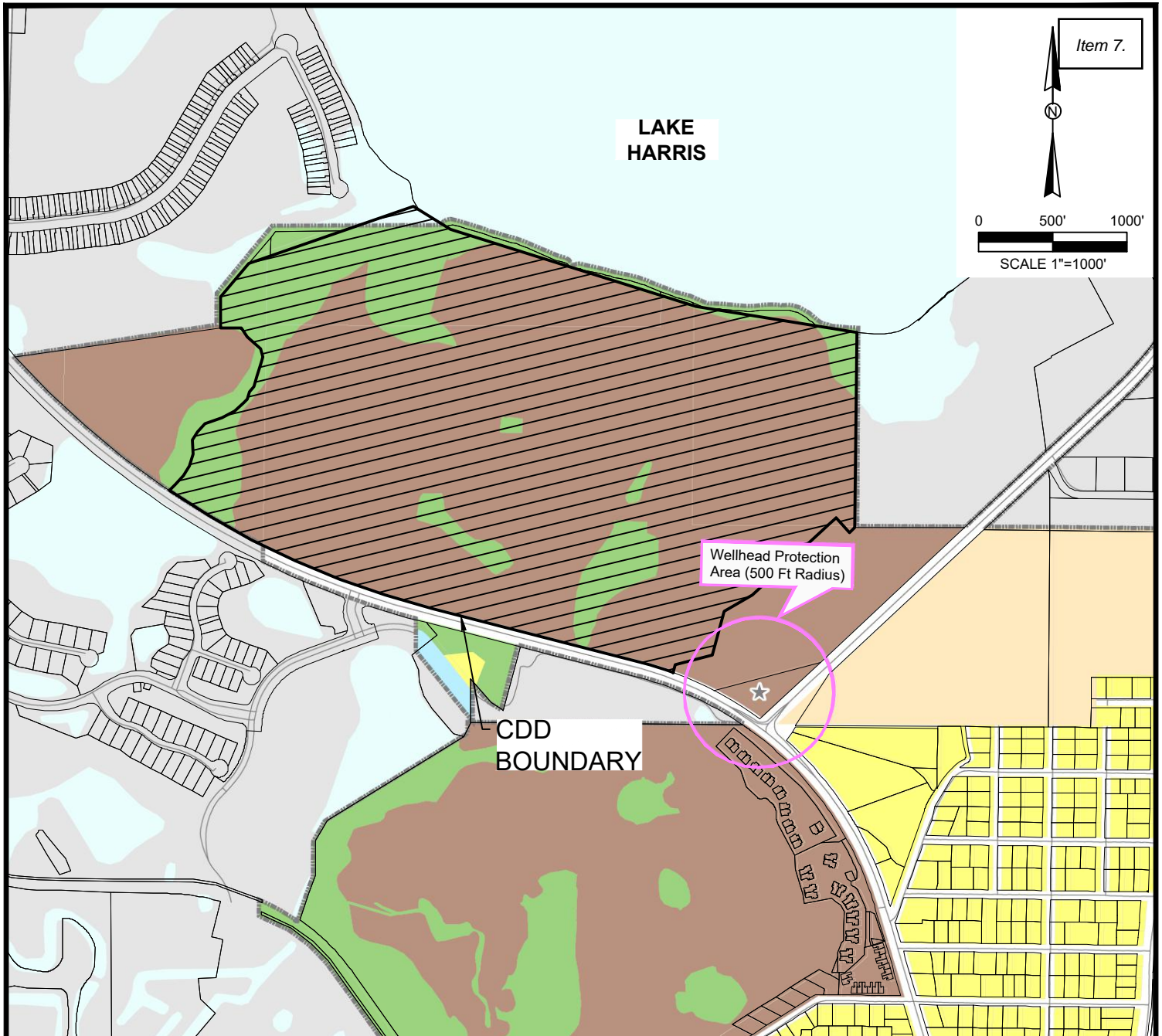
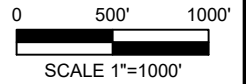
**LAKE HILLS
 CDD**

PROPOSED TIMETABLES FOR CONSTRUCTION
 OF DISTRICT SERVICES & ESTIMATED COST
 OF CONSTRUCTING THE PROPOSED
 SERVICES.

EXHIBIT

EXHIBIT 6

**FUTURE GENERAL DISTRIBUTION, LOCATION AND EXTENT OF
PUBLIC AND PRIVATE USES WITHIN THE LAKE HILLS
COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH THE
TOWN OF HOWEY-IN-THE-HILLS ZONING AND FUTURE LAND USE MAPS**



Legend

	TCMU - Town Center Mixed Use Overlay	Future Land Use		MDR - Medium Density Residential	
	Town Boundary		CON - Conservation		NC - Neighborhood Commercial
	Potable Water Wellheads		INST - Institutional		PUB - Public/ Utility
	PotableWaterWellheads_Buffer		LDR - Low Density Residential		REC - Recreational
	Parcels		LI - Light Industrial		VMU - Village Mixed Use
	Streets				
	Water Bodies				



MADDEN
 MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

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JOB NUMBER:	23019
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APPROVED BY:	DS
DATE:	11/06/23
SCALE:	1" = 1000'

**LAKE HILLS
 CDD**

**ZONING AND FUTURE
 LAND USE MAP**

EXHIBIT

EXHIBIT 7

**STATEMENT OF ESTIMATED REGULATORY COSTS FOR THE
LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT**

LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

November 7, 2023



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Lake Hills Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 221.34 +/- acres of land located within the Town of Howey-In-the-Hills, Florida (the "Town") and is projected to contain approximately 571 residential dwelling units, which will make up the Lake Hills development. The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Lake Hills Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 571 residential dwelling units, all within the boundaries of the District. Tables 1 and 2 under Section 5.0 detail the anticipated improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the Town or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Lake Hills.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the

implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (Town of Howey-In-the-Hills, according to the Census 2010, has a population of 1,098; therefore, it is defined as a small Town for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and additional costs will be disclosed as available to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 221.34 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 571 residential dwelling units the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the Town by virtue that the District will be one of many already existing similar districts within the State and also as described in more detail in Section 4, the proposed District will pay a one-time filing fee to the Town to offset any expenses that the Town may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) the Town of Howey-In-the-Hills and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. Town of Howey-In-the-Hills

The Town and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the Town. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the Town as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure. However, all current property owners have consented to the establishment of the District.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure. The proposed District will serve land that comprises an approximately 221.34 +/- acre master planned residential development currently anticipated to contain a total of approximately 571 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,999 +/- and all of these residents as well as the residential and non-residential landowners within the District will be affected by the ordinance. The Town, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The Town is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the Town of Howey-In-the-Hills. Therefore, the Town (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

Town of Howey-In-the-Hills, Florida

The proposed land for the District is located within the Town of Howey-In-the-Hills, Florida and consists of less than 2,500 acres. The Town and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the Town will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the Town already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the Town may incur in the processing of this petition. Finally, the Town already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the Town, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the Town faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to

the Town, or any monitoring expenses the Town may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$75,271,790. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

**LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Public Roadways	CDD/Developer	Howey In The Hills	Howey In The Hills
Public Sitework and Storm Drainage	CDD/Developer	CDD	CDD
Water, Reclaimed and Wastewater Systems	CDD/Developer	Howey In The Hills	Howey In The Hills
Hardscaping, Landscaping, Irrigation	CDD/Developer	CDD	CDD
Differential Cost of Undergrounding Conduit	CDD/Developer	CDD	CDD
On-Site Wetland Mitigation	CDD/Developer	CDD	CDD
Off-site Improvements	CDD/Developer	Howey/ Lake County/ FDOT	Howey/ Lake County/ FDOT

Table 2

**LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction**

CATEGORY	COST
Public Roadways	\$14,846,000
Public Sitework and Storm Drainage	\$14,275,000
Water, Reclaimed and Wastewater Systems	\$28,550,000
Hardscaping, Landscaping, Irrigation	\$4,910,600
Differential Cost of Undergrounding Conduit	\$3,597,300
On-Site Wetland Mitigation	\$150,000
Off-site Improvements	\$600,000
Professional Services	\$1,500,000
Contingency	\$6,842,890
Infrastructure Cost Total	\$75,271,790

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special

districts, Town or its dependent districts, or Town management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the State's growth management policy, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

The Town of Howey-In-the-Hills has a population of 1,098 according to the Census 2010 conducted by the United States Census Bureau and is therefore defined as a "small" Town according to Section 120.52, F.S. It can be reasonably expected that the establishment of a community development district for the Lake Hills development will not produce any marginal effects that would be different from those that would have occurred if the Lake Hills development was developed without a community development district established for it by the Town.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Lake Hills Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the Town could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Lake Hills development. First, unlike a CDD, this alternative would require the Town to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Lake Hills development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other Town responsibilities. By contrast, if the Town were to establish and administer a dependent Special District, then the residents and landowners of the Lake Hills development would take their grievances and desires to the Town Council meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a Town-established, dependent Special District is not strictly the Town's responsibility, any financial problems that a dependent Special District may have may reflect on the Town. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District

is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Lake Hills Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUTE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the county after financing

EXHIBIT 8

AUTHORIZATION OF AGENT

I, Dean Barberree, as President of Reader & Partners, LLC , a Florida limited liability company, (the "Petitioner"), on behalf of the company hereby designate Mark A. Watts, Esq., to act as agent for Reader & Partners, LLC, with regard to any and all matters pertaining to the Petition to establish the Lake Hills Community Development District ("CDD") pursuant to Fla. Stat. §190. This authorization shall remain in effect until revoked in writing.

Kimberly Locher
Signature

KIMBERLY LOCHER
Print Name:

Mark A. Watts
Signature

Mark A. Watts
Print Name:

Reader & Partners, LLC, a Florida limited liability company

By: [Signature]
Dean Barberree, President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by physical presence this 16th day of November, 2023, by Dean Barberree as President of Reader & Partners, LLC, on behalf of said limited liability company, who is personally known to me or who has produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

MARLENE DEMARCO
Type or Print Name
Commission No. HH 276999
My Commission Expires: 6/16/2026



**ADDENDUM NO. 1 TO THE PETITION TO ESTABLISH THE
LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT
(SECTIONS 190.011 and 190.012(1), *FLORIDA STATUTES*)**

Addendum No. 1

Florida Statutes § 190.011 General powers.--The district shall have, and the board may exercise, the following powers:

- (1) To sue and be sued in the name of the district; to adopt and use a seal and authorize the use of a facsimile thereof; to acquire, by purchase, gift, devise, or otherwise, and to dispose of, real and personal property, or any estate therein; and to make and execute contracts and other instruments necessary or convenient to the exercise of its powers.
- (2) To apply for coverage of its employees under the state retirement system in the same manner as if such employees were state employees, subject to necessary action by the district to pay employer contributions into the state retirement fund.
- (3) To contract for the services of consultants to perform planning, engineering, legal, or other appropriate services of a professional nature. Such contracts shall be subject to public bidding or competitive negotiation requirements as set forth in s. 190.033.
- (4) To borrow money and accept gifts; to apply for and use grants or loans of money or other property from the United States, the state, a unit of local government, or any person for any district purposes and enter into agreements required in connection therewith; and to hold, use, and dispose of such moneys or property for any district purposes in accordance with the terms of the gift, grant, loan, or agreement relating thereto.
- (5) To adopt rules and orders pursuant to the provisions of chapter 120 prescribing the powers, duties, and functions of the officers of the district; the conduct of the business of the district; the maintenance of records; and the form of certificates evidencing tax liens and all other documents and records of the district. The board may also adopt administrative rules with respect to any of the projects of the district and define the area to be included therein. The board may also adopt resolutions which may be necessary for the conduct of district business.
- (6) To maintain an office at such place or places as it may designate within a county in which the district is located or within the boundaries of a development of regional impact or a Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, which includes the district, which office must be reasonably accessible to the landowners. Meetings pursuant to s. 189.417(3) of a district within the boundaries of a development of regional impact or Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, may be held at such office.
- (7)
 - (a) To hold, control, and acquire by donation, purchase, or condemnation, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this act and to make use of such easements, dedications, or reservations for any of the purposes authorized by this act.
 - (b) When real property in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), to collect ground rent from landowners

pursuant to a contract with such governmental entity and to contract with the county tax collector for collection of such ground rent using the procedures authorized in s. 197.3631, other than the procedures contained in s. 197.3632.

- (8) To lease as lessor or lessee to or from any person, firm, corporation, association, or body, public or private, any projects of the type that the district is authorized to undertake and facilities or property of any nature for the use of the district to carry out any of the purposes authorized by this act.
- (9) To borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as hereinafter provided; to levy such tax and special assessments as may be authorized; and to charge, collect, and enforce fees and other user charges.
- (10) To raise, by user charges or fees authorized by resolution of the board, amounts of money which are necessary for the conduct of the district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law.
- (11) To exercise within the district, or beyond the district with prior approval by resolution of the governing body of the county if the taking will occur in an unincorporated area or with prior approval by resolution of the governing body of the municipality if the taking will occur within a municipality, the right and power of eminent domain, pursuant to the provisions of chapters 73 and 74, over any property within the state, except municipal, county, state, and federal property, for the uses and purposes of the district relating solely to water, sewer, district roads, and water management, specifically including, without limitation, the power for the taking of easements for the drainage of the land of one person over and through the land of another.
- (12) To cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.
- (13) To assess and impose upon lands in the district ad valorem taxes as provided by this act.
- (14) To determine, order, levy, impose, collect, and enforce special assessments pursuant to this act and chapter 170. Such special assessments may, in the discretion of the district, be collected and enforced pursuant to the provisions of ss. 197.3631, 197.3632, and 197.3635, chapter 170, or chapter 173.
- (15) To exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.
- (16) To exercise such special powers as may be authorized by this act.

Florida Statutes § 190.012 Special powers; public improvements and community facilities.-

-The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, any or all of the following special powers relating to public improvements and community facilities authorized by this act:

(1) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:

(a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.

(b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.

(c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.

(d) 1. District roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the state, or the Federal Government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines. Districts may request the underground placement of utility lines by the local retail electric utility provider in accordance with the utility's tariff on file with the Public Service Commission and may finance the required contribution.

2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.

(e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.

(f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.

(g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to s. 380.06 or s. 380.061 approving or expressly requiring the construction or funding of the project by the district, or when the

project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.

(h) Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

ORDINANCE 2024-006

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, ADOPTING ORDINANCE NO. 2024-006 TO GRANT THE PETITION FOR THE CREATION OF THE LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES, CONCERNING THAT CERTAIN APPROXIMATELY 220.21 +/- ACRES OF LAND; DESCRIBING THE BOUNDARIES OF THE LAKE HILLS COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, Reader & Partners, LLC, a Florida limited liability company, has petitioned for the establishment of the Lake Hills Community Development District (the “District”) and has paid all required costs and fees associated with the petition to the Town of Howey-in-the-Hills, Florida; and

WHEREAS, a public hearing has been conducted by the Town Council (the “Council”) of Town of Howey-in-the-Hills, Florida (the “Town”), in accordance with the requirements and procedures of § 190.005(2)(d), Florida Statutes, and the applicable requirements and procedures of the Town’s Charter and Code of Ordinances; and

WHEREAS, the Town Council has determined that the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area, thereby providing a solution to the Town’s management and financing needs for a delivery of capital infrastructure therein without overburdening the Town and its taxpayers, based on the information provided in the Petition, including the following representations:

(a) That the District's stormwater system will tie into the Town's stormwater system, consistent with applicable laws, regulations, and Town design standards, and the District will pay required stormwater fees imposed by Town ordinance; and

(b) That the Town will provide water, stormwater, and solid waste utility services to properties within the District and the District will provide an efficient means of securing sanitary sewer utilities in conjunction with the town or other independent special districts in the vicinity; and

(c) That the Town will retain planning, zoning, construction permitting and inspection responsibilities regarding District improvements; and

WHEREAS, the Council finds that the statements contained in the Petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or the Town's Comprehensive Plan; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated development; and

WHEREAS, the creation of the District is the best alternative available for delivering community development facilities and services to the area that will be served by the District; and

WHEREAS, the proposed facilities and services to be provided by the District will be compatible with the capacity and uses of existing local and regional community development facilities and services; and

WHEREAS, the area that will be served by the District is amenable to separate special district government; and

WHEREAS, the Council finds that the District shall have those general and special powers authorized by §§ 190.011 and 190.012, Florida Statutes, and set forth herein, and that it is in the public interest of all of the citizens of the Town that the District have such powers.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE TOWN OF LAKE WALES, FLORIDA:

SECTION 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

SECTION 2. The Petition to establish the Lake Hills Community Development District over the real property described in Exhibit 2 of the Petition, a copy of which is attached hereto, which was filed by the Petitioner on June 16, 2022, and which Petition is on file at the Office of the Clerk of the Council, is hereby granted: A copy of the Petition is attached and incorporated herein as Exhibit A.

SECTION 3. The external boundaries of the District are depicted on the location map attached hereto and incorporated herein as Exhibit B.

SECTION 4. The initial members of the Board of Supervisors shall be as follows:

- 1. Name: Kimberly Locher
Address: 5850 T.G. Lee Boulevard, Suite 200
Orlando, FL 32822
Relationship to Petitioner: Affiliate of Petitioner

- 2. Name: Jeffrey Reader
Address: 5850 T.G. Lee Boulevard, Suite 200
Orlando, FL 32822
Relationship to Petitioner: Affiliate of Petitioner

- 3. Name: Marlene DeMarco
Address: 5850 T.G. Lee Boulevard, Suite 200
Orlando, FL 32822
Relationship to Petitioner: Affiliate of Petitioner

- 4. Name: Ryan Lefkowitz
Address: 923 N. Pennsylvania Ave
Winter Park, FL 32789
Relationship to Petitioner: Affiliate of Petitioner

- 5. Name: Jay Diceglie
Address: 923 N. Pennsylvania Ave
Winter Park, FL 32789

Relationship to Petitioner: Affiliate of Petitioner

SECTION 5. The name of the District shall be the “Lake Hills Community Development District”.

SECTION 6. The Lake Hills Community Development District is created for the purposes set forth in Chapter 190, Florida Statutes.

SECTION 7. Pursuant to § 190.005 (2)(d), Florida Statutes, the charter for the Lake Hills Community Development District shall be §§ 190.006 through 190.041, Florida Statutes, as amended.

SECTION 8. Based on the findings referenced above, the Council hereby grants to the Lake Hills Community Development District all powers authorized pursuant to §§ 190.011 and 190.012(1)(a)-(h), (2)(a), and (3), Florida Statutes, and hereby finds that it is in the public interest of all citizens of the Town to grant such general powers.

SECTION 9. All bonds issued by the Lake Hills Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

SECTION 10. No bond, debt or other obligation of the Lake Hills Community Development District, nor any default thereon, shall constitute a debt or obligation of the Town.

SECTION 11. If any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

SECTION 12. It is the intention of the Council, and it is hereby ordained that the provisions of this ordinance shall be excluded from the Town’s Code of Ordinances.

SECTION 13. This ordinance shall become effective ten (10) days after the date of enactment.

Martha MacFarlane
Mayor

ATTEST:

John Brock
Town Clerk

Passed: _____, 2024

Adopted: _____, 2024



TMHConsulting@cfl.rr.com
97 N. Saint Andrews Dr.
Ormond Beach, FL 32174
PH: 386.316.8426

MEMORANDUM

TO: Howey-in-the-Hills Town Council
CC: J. Brock, Town Clerk
FROM: Thomas Harowski, AICP, Planning Consultant
SUBJECT: High Density Residential Proposal
DATE: March 7, 2024

At the February 27, 2024 workshop the Town Council asked the staff to develop a proposal for high density residential development as a standard zoning district. This report provides a proposal as the beginning point for discussion. The specifics were developed from a review of zoning codes using districts that have density levels within the range of eight to twelve units per acre. (As a simple point of comparison the Venezia townhouse project has a gross density of 9.6 units/acre.) There are two actions which need to occur to implement the high density land use and zoning.

- ❖ First, the Town needs to create a high density land use classification as a guide to where the high density zoning may be applied and set the basic policy parameters for the zoning provisions. Note that once created, the high density land use does not need to be immediately applied to the future land use map. The Town can create the land use classification and then apply it at some point in the future in response to a specific request from a property owner.
- ❖ Secondly, the Town needs to develop a zoning classification or classifications that implement the comprehensive plan policies through the land development code. We can elect to create one or two new high density zoning classifications, and we may want to consider eliminating the separate townhouse rules in lieu of the high density zoning classification.
- ❖ The zoning classification should include provisions for the overall project, for individual buildings within the project and for individual units within the buildings.

High Density Residential Land Use Classification

In order to apply a high density land use zoning classification, the comprehensive plan needs to include a high density land use designation. This is essential to have the zoning be consistent with the comprehensive plan. As noted above the creation of a high density land use does not mean that it has to be immediately applied on the future

land use map. The Town can wait for a specific proposal and then determine if the future land use and zoning are appropriate based on the specifics of the proposal. This is exactly the same process that was used with the Rural Lifestyle land use classification. The rural lifestyle land use was adopted with the plan at the time of the original adption but it was not actually applied to the future land use until the Town landfill and the Hickson annexation in May 2022.

An amendment of the comprehensive plan to include high density residential will require additions to Table 4 in the data and analysis section and Policy 1.1.1, Policy 1.1.2, and Policy 1.2.2. The relationship between the high density land use and Future Land Use Policy 1.2.6 also needs to be documented. The proposed addition to Table 4 is offered below.

Add the following section to Table 4 after Medium Density Residential

Future Land Use	Maximum Density and Intensity	Description
<u>High Density</u>	<u>Includes townhouse development up to eight units per acre and other multi-family up to 12 units per acre. Impervious surface ratio is a maximum of 60%.</u>	<u>Provides for townhouse units and other types of multi-family units.</u>

Add the following section after Medium Density Residential in Policy 1.1.1.

Land Use	Maximum Residential Density
<u>High Density Residential HDR</u>	<u>Up to 12.0 dwelling units per acre. Maximum density for townhouse units is 8.0 units per acre. Maximum impervious surface ratio is 60%. Maximum building height is 35 feet with additional height allowed for decorative elements. Projects of 30 units or more are required to provide recreation facilities for project residents.</u>

Add the following section after Medium Density Residential in Policy 1.1.2.

High Density Residential - The high density residential category is intended to accommodate owner occupied townhouse and condominium units in those areas where higher density development can be supported by adequate access and public services. Supporting community facilities and elementary schools are also permitted in this category. Residential uses in this category shall be permitted in those areas so designated in accordance with the applicable permitted density and as further controlled by the Land Development Regulations and the Florida Building Code.

Add the following open space requirement to the table included in Policy 1.2.2.

	Minimum open space requirements
<u>High Density Residential</u>	<u>40%</u>

Future Land Use Policy 1.2.6

The additions to the tables and policies as presented above set the parameters for high density residential development. Future Land Use Policy 1.2.6 provides guidance on where the high density residential land use should be applied. This policy reads as follows:

POLICY 1.2.6: *Transition of Residential Densities.* The Town shall continue to orient the transition of residential densities on the *Future Land Use Map* toward higher densities along major transportation corridors and areas adjacent to commercial or other intensive land uses, while lower residential densities shall be directed towards areas further from the Town center (i.e., the central commercial district) and in areas adjacent to agricultural lands.

This policy directs any high density residential land uses to properties accessing SR-19, CR 48, and the Town Center Overlay area. High density type dwellings could be approved within Village Mixed Use projects through the normal review process used for VMU development. Approval of a high density future land use and zoning will require the affirmative action of the Town Council to assign a high density land use classification to the subject parcel and then assign the appropriate zoning classification from those that we develop. These land use and zoning assignments would most likely be project specific, so the Town will have information on the scope and type of development proposed.

HDR-1 High Density Residential 1

2.02.05 High Density Residential 1 (HDR-1)

- A. Purpose: The purpose of the High Density Residential 1 (HDR-1) zoning district is to provide for townhouse units and smaller groupings of multi-family dwellings in condominium and platted lot settings supported by community amenities, proper access and adequate public facilities. Projects should be accessible from arterial or collector roads and provide high quality building design.

B. Principal, Accessory and Conditional Uses

1. Permitted Principal Uses and Structures

- a. Multi-family dwellings
- b. Licensed group homes
- c. Nursing homes
- d. Elementary schools

2. Permitted Accessory Uses and Structures

- a. Community buildings
- b. Recreation facilities
- c. Swimming pools
- d. Boathouses
- e. Docks
- f. Fences
- g. Trails (non-motorized)
- h. Home occupations

3. Conditional Uses and Structures

- a. None

C. Prohibited Uses

1. Any use or structure not listed as permitted or conditional

D. Project Requirements

1. Minimum parcel size is one acre.
2. Maximum project density is eight units per acre
3. Impervious surface ratio for the project is 60%
4. Perimeter landscaped buffer is 15 feet adjacent to single-family residentially zoned property and 10 feet adjacent to non-residentially zoned property or other high density residentially zoned property.
5. Project site must have access to an arterial or collector road

E. Building Requirements

1. Buildings shall have a minimum of three units and a maximum six units
2. Building spacing is 20 feet between side to side of buildings and side to rear of buildings, 30 feet between front and side of buildings, and 40 feet between front and rear of buildings.
3. Maximum building height is 35 feet. Building mounted appurtenances such as belfries, chimneys, cupolas, antennas, and other appurtenances and design elements usually placed above roof level and not used for human occupancy may exceed the maximum building height by 10 feet.

F. Unit Requirements (Townhomes and other platted lots)

1. Minimum lot width 30 feet
2. Minimum lot area 3,000 square feet
3. Minimum green space per lot 20%
4. Minimum floor area 1,700 square feet
5. Minimum unit setbacks Front: 20 feet
Side: 10 feet
Side: 0 feet (interior)

Rear: 20 feet

6. Parking: Minimum 2-car garage plus 18-foot wide driveway

G. Unit Requirements (Where lots are not platted.)

1. Individual buildings shall follow the standards of Section E above.
2. Minimum floor area 1,500 square feet.
3. Parking: Minimum of two units per unit plus guest parking at ten percent of resident parking. Parking may be surface parking or garage parking. For surface parking landscaping meeting the requirements of Section 7.05 is required.

H. Other Requirements

1. All units shall meet the design requirements for residential development per Section 4.06
2. Projects of 30 units or more are required to provide recreation facilities for project residents. Recreation facilities are to include a combination of active and passive recreation opportunities.

HDR-2 High Density Residential 2

2.02.06 High Density Residential 2 (HDR-2) (Note: Renumber sections from this point)

- A. Purpose: The purpose of the High Density Residential 2 (HDR-2) zoning district is to provide for larger groupings of multi-family dwellings in condominium and platted lot settings supported by community amenities, proper access and adequate public facilities. Projects should be accessible from arterial or collector roads and provide high quality building design.

B. .Principal, Accessory and Conditional Uses

1. Permitted Principal Uses and Structures

- a. Multi-family dwellings
- b. Licensed group homes
- c. Nursing homes
- d. Elementary schools

2. Permitted Accessory Uses and Structures

- a. Community buildings
- b. Recreation facilities
- c. Swimming pools
- d. Boathouses
- e. Docks
- f. Fences
- g. Trails (non-motorized)
- h. Home occupations

3. Conditional Uses and Structures

- a. None

C. Prohibited Uses

1. Any use or structure not listed as permitted or conditional

D. Project Requirements

1. Minimum parcel size is three acres.
2. Maximum project density is twelve units per acre
3. Impervious surface ratio for the project is 60%
4. Perimeter landscaped buffer is 25 feet adjacent to single-family residentially zoned property and 15 feet adjacent to non-residentially zoned property or other high density residentially zoned property.
5. Project site must have access to an arterial or collector road

E. Building Requirements

1. Buildings shall have a minimum of three units and a maximum eight units
2. Building spacing is 20 feet between side to side of buildings and side to rear of buildings, 30 feet between front and side of buildings, and 40 feet between front and rear of buildings.
3. Maximum building height is 35 feet. Building mounted appurtenances such as belfries, chimneys, cupolas, antennas, and other appurtenances and design elements usually placed above roof level and not used for human occupancy may exceed the maximum building height by 10 feet.

F. Unit Requirements (Townhomes and other platted lots)

1. Minimum lot width 30 feet
2. Minimum lot area 3,000 square feet
3. Minimum green space per lot 20%
4. Minimum floor area 1,700 square feet
5. Minimum unit setbacks Front: 20 feet
 - a. Side: 10 feet
 - b. Side: 0 feet (interior)
 - c. Rear: 20 feet
6. Parking: Minimum 2-car garage plus 18-foot wide driveway

G. Unit Requirements (Where lots are not platted.)

1. Individual buildings shall follow the standards of Section E above.
2. Minimum floor area 1,500 square feet.
3. Parking: Minimum of two units per unit plus guest parking at ten percent of resident parking. Parking may be surface parking or garage parking. For surface parking landscaping meeting the requirements of Section 7.05 is required.

H. Other Requirements

1. All units shall meet the design requirements for residential development per Section 4.06
2. Projects of 30 units or more are required to provide recreation facilities for project residents. Recreation facilities are to include a combination of active and passive recreation opportunities.

TOWN OF HOWEY-IN-THE-HILLS APPLICATION FOR BOARDS/COMMITTEES

Please Print Legibly

Name: Meredith Bright Date: April 30, 2024

Home Mailing Address: 590 Via Bella Court / Howey in the Hills, FL 34737

Home Physical Address: 590 Via Bella Court / Howey in the Hills, FL 34737

Florida Drivers License or ID: _____

Phone Number: 407.446.6866 E-mail Address: meredith.bright@gmail.com

Education: Bachelor's Degree

Business (Name & Type): Boldly

Business Address: 295 Madison Avenue / 12th Floor / New York, New York 10017

Business Phone: no #; email is hradmin@boldly.com Position: Executive Assistant

Training or experience related to activities of boards or committees to which appointment is sought:

I served on the Executive Board (as Secretary) of a statewide dance organization from January 2014 through April 2023.

Professional Organizations: Florida Dance Masters

Have you served on a Town Board(s)/Committee(s) in the past? Yes x No

Name of Boards/Committee(s): _____ Dates Served: _____

N/A _____

Please check Board(s)/Committee(s) that interest you.

- Cemetery Board
- Historic Preservation Board
- Library Board
- Parks & Recreation Board
- Planning & Zoning Board
- Police Pension Board
- Utility Advisory Board
- Visioning Committee
- Other
- Other

I will attend meetings in accordance with the adopted policies of the Town of Howey-in-the-Hills. If at any time my business or professional interests conflict with the interests of this Board or Committee, I will not participate in such deliberations. References may be secured from the following individuals:

	Name	Address	Phone Number
1	<u>Josh Husemann</u>	<u>671 Avila Place / Howey in the Hills, FL 34737</u>	<u>443.876.2615</u>
2	<u>Lynne Husemann</u>	<u>671 Avila Place / Howey in the Hills, FL 34737</u>	<u>410.404.8503</u>
3	<u>Daniella Chandler</u>	<u>586 Via Bella Court / Howey in the Hills, FL 34737</u>	<u>321.458.8189</u>

Meredith Bright
Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by _____ Date _____

Reviewed by Board _____

Appointed by Town Council _____ Date _____

TOWN OF HOWEY-IN-THE-HILLS APPLICATION FOR BOARDS/COMMITTEES

Please Print Legibly

Name: TERESA PIVERRI Date: 4/19/24
 Home Mailing Address: 1115 N Lakeshore Blvd., Howey In the Hills,
 Home Physical Address: same -
 Florida Drivers License or ID: _____
 Phone Number: 352-255-1127 E-mail Address: Teripiverr@gmail.com
 Education: College MIAMI DADE - BROKER (REAL ESTATE)
 Business (Name & Type): PIVERRI REAL ESTATE GROUP, LLC
 Business Address: 136 E Central Ave - Howey In the Hills.
 Business Phone: 352-324-6083. Position: BROKER / OWNER.

Training or experience related to activities of boards or committees to which appointment is sought:

Real Estate
Professional Organizations: FAK - RAUSC -

Have you served on a Town Board(s)/Committee(s) in the past? Yes No

Name of Boards/Committee(s): _____ Dates Served: _____

Please check Board(s)/Committee(s) that interest you.

- Cemetery Board
- Historic Preservation Board
- Library Board
- Parks & Recreation Board
- Planning & Zoning Board
- Police Pension Board
- Utility Advisory Board
- Visioning Committee
- Other
- Other

I will attend meetings in accordance with the adopted policies of the Town of Howey-in-the-Hills. If at any time my business or professional interests conflict with the interests of this Board or Committee, I will not participate in such deliberations. References may be secured from the following individuals:

	Name	Address	Phone Number
1	<u>Brihney Tyciro</u>	<u>608 S Florida Ave</u>	<u>352-978 5931</u>
2	<u>Holly Cassano-</u>		<u>352-435 5168</u>
3			

[Signature]
Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by [Signature] Date 4/19/24
 Reviewed by Board _____
 Appointed by Town Council _____ Date _____

TOWN OF HOWEY-IN-THE-HILLS
APPLICATION FOR BOARDS/COMMITTEES

Please Print Legibly

Name: Eric GUNOSCH Date: 4/22/04
Home Mailing Address: 448 AVILA PL HOWEY IN THE HILLS 34737
Home Physical Address: SAME

Florida Drivers License or ID: _____
Phone Number: 303 960 3900 E-mail Address: Eric.Gunosch@DOKUD

Education: B.S. Environmental Science METRO STATE

Business (Name & Type): N/A DTE GOLF

Business Address: Legends Golf Course Clearmont

Business Phone: N/A Position: GOLF MAINTENANCE IRRIGATION

Training or experience related to activities of boards or committees to which appointment is sought:
Golf Course ASSISTANT Superintendent MASTER Gardener,
~~Professional Organizations.~~ Certified Landscape Professional Certified IRRIGATION
BMP Training, Certified operator (CRUP'S)

Have you served on a Town Board(s)/Committee(s) in the past? Yes No

Name of Boards/Committee(s): _____ Dates Served: _____

Please check Board(s)/Committee(s) that interest you.

- Cemetery Board
- Historic Preservation Board
- Library Board
- **Police Pension Board
- **Planning & Zoning Board
- Parks & Recreation Board - Specific
- Other

** Florida Commission on Ethics require board members to complete and submit Form 1, Statement of Financial Interests

I will attend meetings in accordance with the adopted policies of the Town of Howey-in-the-Hills. If at any time my business or professional interests conflict with the interests of this Board or Committee, I will not participate in such deliberations. References may be secured from the following individuals:

Name	Address	Phone Number
1	_____	_____
2	_____	_____
3	_____	_____

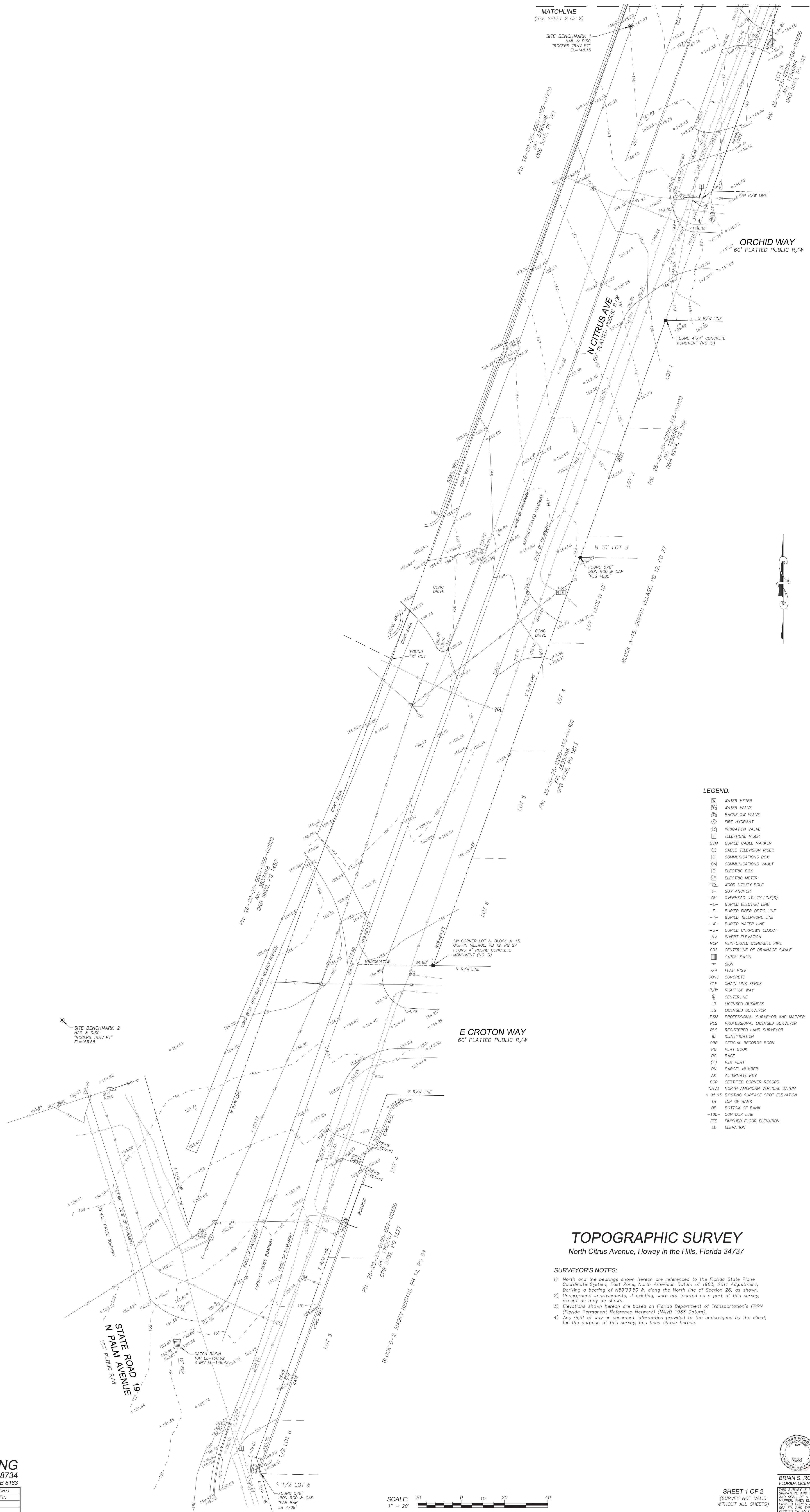
[Signature]
Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by _____ Date _____
Reviewed by Board _____
Appointed by Town Council _____ Date _____



LEGEND:

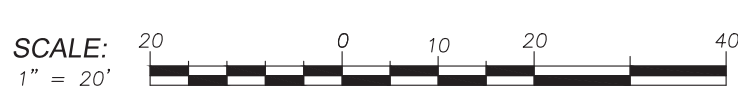
⊠	WATER METER
⊡	WATER VALVE
⊞	BACKFLOW VALVE
⊕	FIRE HYDRANT
⊞	IRRIGATION VALVE
⊞	TELEPHONE RISER
⊞	BURIED CABLE MARKER
⊞	CABLE TELEVISION RISER
⊞	COMMUNICATIONS BOX
⊞	COMMUNICATIONS VAULT
⊞	ELECTRIC BOX
⊞	ELECTRIC METER
⊞	WOOD UTILITY POLE
C	GUY ANCHOR
—OH—	OVERHEAD UTILITY LINE(S)
—E—	BURIED ELECTRIC LINE
—F—	BURIED FIBER OPTIC LINE
—T—	BURIED TELEPHONE LINE
—W—	BURIED WATER LINE
—U—	BURIED UNKNOWN OBJECT
IN V	INVERT ELEVATION
RCP	REINFORCED CONCRETE PIPE
CDL	CENTERLINE OF DRAINAGE SWALE
⊞	CATCH BASIN
+	STEW
+FP	FLAG POLE
CONC	CONCRETE
CLF	CHAIN LINK FENCE
R/W	RIGHT OF WAY
⊞	CENTERLINE
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
PLS	PROFESSIONAL LICENSED SURVEYOR
RLS	REGISTERED LAND SURVEYOR
ID	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
(P)	PER PLAT
PN	PARCEL NUMBER
AK	ALTERNATE KEY
COR	CERTIFIED CORNER RECORD
NAVD	NORTH AMERICAN VERTICAL DATUM
+ 95.63	EXISTING SURFACE SPOT ELEVATION
TB	TOP OF BANK
BB	BOTTOM OF BANK
-100-	CONTOUR LINE
FFE	FINISHED FLOOR ELEVATION
EL	ELEVATION

TOPOGRAPHIC SURVEY
North Citrus Avenue, Howey in the Hills, Florida 34737

- SURVEYOR'S NOTES:**
- 1) North and the bearings shown herein are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983, 2011 Adjustment, Deriving a bearing of N89°33'50"W, along the North line of Section 26, as shown.
 - 2) Underground improvements, if existing, were not located as a part of this survey, except as may be shown.
 - 3) Elevations shown herein are based on Florida Department of Transportation's FPRN (Florida Permanent Reference Network) (NAVD 1988 Datum).
 - 4) Any right of way or easement information provided to the undersigned by the client, for the purpose of this survey, has been shown herein.

ROGERS SURVEYING AND MAPPING, INC. 352-735-8734
357 E 7TH AVE, MOUNT DORA, FL 32757 • LB 8163

SURVEY DATE: 02/15/2024 FIELD BY: P. WUNSCHEL
SCALE: 1" = 20' DRAWN BY: L. GRIFFIN
PROJECT ID: RS-3110
FILE NAME: PB12PG27_NCitrusAve_RS-3110



SHEET 1 OF 2
(SURVEY NOT VALID WITHOUT ALL SHEETS)

Digitally signed by Brian S Rogers Date: 2024.04.28 18:01:16 -04'00'

BRIAN S. ROGERS, PSM & LS 7067
FLORIDA LICENSED SURVEYOR AND MAPPER

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. WHEN ELECTRONICALLY SIGNED AND SEALED, PRINTED COPIES ARE NOT CONSIDERED SIGNED AND SEALED. COPIES ARE NOT CONSIDERED SIGNED AND SEALED UNLESS THE SIGNATURE AND SEAL ALSO BE DERIVED ON AN ELECTRONIC COPY OF THIS SURVEY.

2024 Condition Assessment

**TOWN OF HOWEY IN THE HILLS,
FL TOWN TANK
50,000 Gallons**



**Inspection Date: Mar 25, 2024
Water System Consultant: Raymond Bates**



PROJECT INTENT AND RESULTS

Item 12.

USG Water Solutions - Utility Service Co., Inc. conducted an inspection of the Water Storage Tank based on OSHA, AWWA and local requirements for Sanitary, Safety, Security, Coatings, and the overall condition of the Structure. A summary of the inspection results, including photographs and recommendations, outlining the urgency for any items we feel require addition attention to maintain and preserve the Structure are as follows:

Results **SANITARY:**

- Vent
- Leaks, Holes, or Points of Intrusion
- Water Quality
- Overflow

Results **SAFETY AND SECURITY:**

- Access Hatches, Manways or Doors
- Fences, Gates, Guards or Vandalism
- Ladders, Platforms, Handrails or Stairs
- Lightning, Alarm Systems or Telecommunications

Results **COATING:**

- Exterior
- Water Chamber
- Dry Interior

Results **STRUCTURE:**

- Roof
- Shell
- Supporting Members
- Appurtenances
- Anchors and Foundation

During the inspection, the following scope of work was performed:

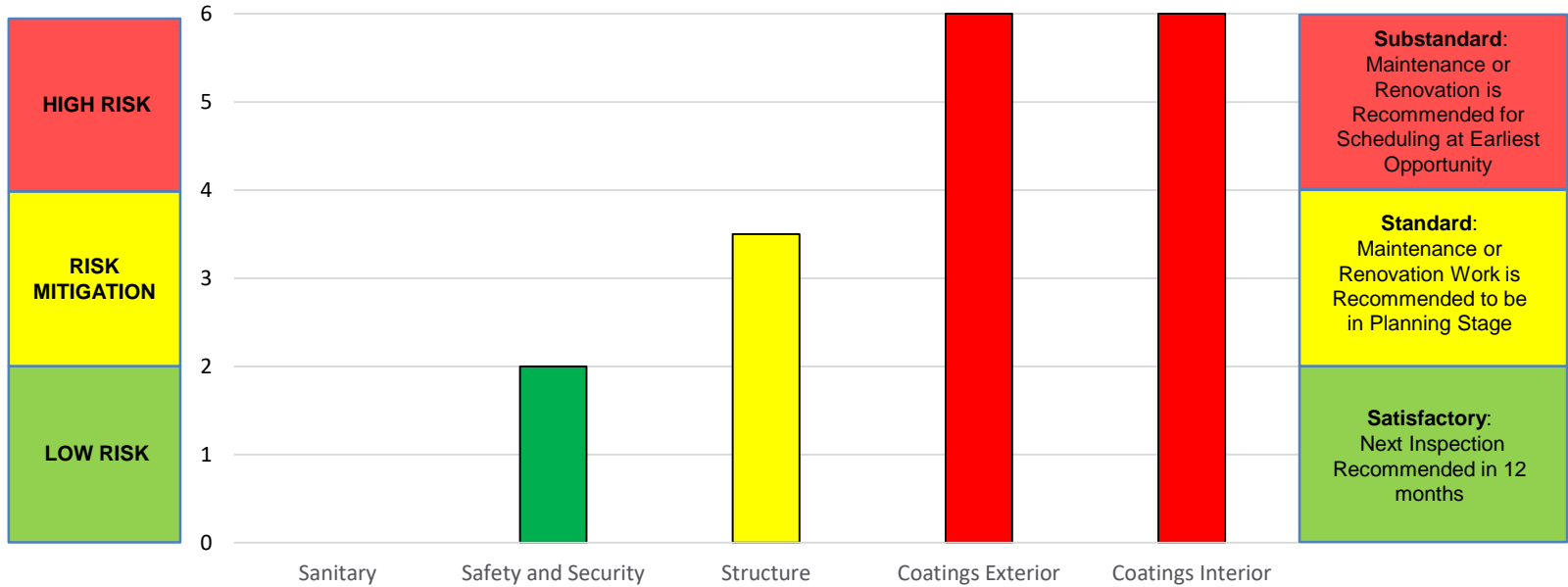
- Visual Inspection of the tank interior and exterior accessible without rigging, to include appurtenances.

Legend of Recommendations

- Low Risk = Next Inspection Recommended in 12 months
- = Maintenance or Renovation Work is Recommended to be in the **Planning Stage**
- High Risk = Maintenance or Renovation is Recommended for **Execution** at Earliest Opportunity
- N/A = Not Applicable

INSPECTION SUMMARY

Item 12.



TANK PROFILE

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

Tank Legs & Substructure Struts & Wind Rods

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

120

Tank Leg Anchor Supports

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

121

Tank Leg Support Structure Struts, Wind Rods & Riser Rods

Item 12.



SANITARY



SAFETY AND SECURITY



COATINGS AND CORROSION



STRUCTURE

Tank Support Structure Struts, Wind Rods, & Riser Rods

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

Tank Struts, Wind Rods, Turn Buckles

Item 12.



SANITARY



SAFETY AND SECURITY



COATINGS AND CORROSION



STRUCTURE

Exterior Ladder

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

125

Exterior Underneath Catwalk Floor

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

Exterior Below Bowl Catwalk

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

Exterior Shell Bowl & Catwalk

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

128

Exterior Tank Shell & Catwalk

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

129

Exterior Tank Shell Side Wall

Item 12.



SANITARY

SAFETY AND SECURITY



COATINGS AND CORROSION

STRUCTURE

Tank Shell Side Walls & Bottom Shell

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

ANTENNAS AND COAXIAL

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

132

EXTERIOR LEGS

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

Exterior Pipe Inlet & Outlet

Item 12.



SANITARY

SAFETY AND SECURITY

COATINGS AND CORROSION

STRUCTURE

THANK YOU



Sec. 18-3. Membership; appointments.

- A. The library board shall consist of five members who shall be appointed, subject to the approval of the Town Council, by the Mayor. A minimum of three members must be residents of the town. Two members may be residents of one of the following areas 1) zip code 34737, 2) zip code 34797, or 3) Royal Harbor subdivision in Tavares.
- B. The terms of office for members of the library board shall be two years, unless sooner removed by the council. The initial appointments, commencing July 10, 1995, to the library board shall be as follows:
 - (1) Three members shall be appointed for a term of one year each; and
 - (2) Two members shall be appointed for a term of two years each.
- C. The absence from more than three meetings during any calendar year by a member shall be considered a forfeiture of that member's seat on the board. In that event, the Mayor, subject to the approval of the Town Council, shall appoint a new member to fill the unexpired term of the forfeiting member.

(Ord. No. 95-256, § 3, 7-10-95; Ord. No. 2013-007 , § 1, 12-9-13)

Sec. 49-2. Membership; terms of office; vacancies.

Members of the parks and recreation board shall be residents of the town. The parks and recreation board shall consist of five members who shall be appointed, subject to the approval of the town council, by the mayor. The terms of office for members of the parks and recreation board shall be two years, unless sooner removed by the council. The absence from more than three regular meetings during any calendar year by a member shall be considered a forfeiture of that member's seat on the board. In that event, the existence of the vacancy shall be noticed, and the board shall receive applications of interested persons seeking to fill the vacancy. The board shall consider the applications and make a recommendation to town council regarding the appointment of a new member to fill the unexpired term of the forfeiting member. Upon receipt of the recommendation, council shall appoint a new member to fill the unexpired term of the forfeiting member.

(Ord. No. 2010-001, § 2, 4-12-10)

Sec. 48-2. Membership; terms of office.

The Zoning Commission shall consist of seven members who shall be appointed, subject to the approval of the Town Council, by the Mayor. Members of the Zoning Commission shall be residents of the town, with preference given to property owner applicants. The terms of office for members of the Zoning Commission shall be three years from the date of appointment unless terminated earlier by resignation or by action of the Town Council.

(Ord. No. 117, 2-10-75; Code 1975, § 2-6; Ord. No. 90-205, 11-12-90; Ord. No. 99-282, § 4, 12-13-99)



MEMO

To: Town Council
 CC:
 From: John Brock, Town Clerk
 RE: April 2024 Month-End Town Hall Report
 Date: 05/06/2024

Utility Billing:

Top Utility Bill Bad Debt for April 2024

account	last_payment_amount	last_payment_date	comments	current_charges	past_due_amount	service_address
0285-00	310.31	08/02/23	Disconnected due to non-payment. Water meter is locked. Will Lien.	55.99	444.98	504 E Mission Lane
0239-00	\$100.00	04/24/24	Disconnected due to non-payment. Water meter is locked. Resident not living in home. House is empty. Family is still paying on the account. Lien filed 2023.	\$55.99	\$197.23	607 N Lakeshore Blvd
0541-00	\$50.00	04/08/24	Partial payments being made as the Estate is paying \$50 each month. Lien filed 2021 and 2022.	\$77.15	\$163.80	503 Camino Real Blvd
1245-00	\$184.13	03/20/24	Disconnected and locked for non-payment. Owners currently not residing in home	\$184.13	\$123.15	464 Avila PI - Potable

Building Permits:

PERMITS	TOTAL Q1	TOTAL Q2	Apr 24	May 24	June 24	TOTAL Q3
Talichet - SFR	1	0	0			0
Venezia TH SFR	16	17	6			6
Independent - SFR	0	1	1			1
Bldg Com. (Sign)	0	0	0			0
Building	3	3	2			2
Doors	0	2	1			1
Electrical	2	0	0			0
Fence	5	5	1			1
Gas	1	1	0			0
HVAC / Mechanical	3	3	1			1
Plumbing	1	1	0			0
Pool/Decks	2	0	0			0
Re-Roof	13	3	6			6
Screen Enclosure	1	4	0			0
Sheds	1	1	0			0
Solar	6	3	4			4
Windows	2	4	0			0
Monthly Totals	57	48	22	0	0	22
<i>Monthly Permit Amount</i>	\$237,420.02	\$214,634.18	\$93,530.09			\$93,530.09
CO: Talichet - SFR	5	9	0			0
CO: Venezia Townhome	29	9	5			5
CO:Independent - SFR	0	0	0			0

Activity Log Event Summary (Cumulative Totals)

Howey-in-the-Hills PD
(04/01/2024 - 04/30/2024)

Abandoned 911	3	Animal Complaint	2
Anti-Social Behavior	55	Arrest	7
Assault & Battery	1	Assist other Agency- Alarms	2
Assist other Agency- Back-up	6	Assist other Agency- Child Services	2
Assist other Agency- In Progress calls	7	Assist other Agency- Medical Call	1
Assist other Agency- Other	8	Assist other Agency- Traffic	10
Be on the look-out- BOLO	4	Burglary-Vehicle - Business	1
Case Follow-Up	1	Citizen Assist	2
Civil Complaint-Legal Advice	10	Disabled Vehicle (DAV)	3
Disturbance	1	Disturbance - Business	1
Found / Lost Property	2	Golf Cart Registration	3
Juvenile Complaint	2	Noise Complaint	1
Patrol	368	Patrol-Busines	19
Patrol-School	237	Property Check SRO	22
Property Check-Boat Ramp	24	Property Check-Business	82
Property Check-Residence	20	Property Check-Schools/Govt. Bldg.	30
Property Check-Town Property	148	Public Relations	7
Reckless Driver	1	Road Hazard	2
Sick/Injured Person	4	Special Detail	3
Stolen/Recovered-Vehicle	1	Suicide Investigation	6
Suspicious Incident	2	Suspicious Person	2
Suspicious Vehicle	4	Suspicious Vehicle - Business	2
Traffic Control	2	Traffic Crash	6
Traffic Stop-Civil Citation	35	Traffic Stop-Criminal Citation	1
Traffic Stop-warning	52	Traffic Watch	18
Training-	5	VIN Verification	2
Warrant	1	Well Being Check	1

Total Number Of Events: 1,242



STAFF REPORT

TO: Honorable Mayor and Town Council

FROM: Chief Rick Thomas

DATE: May 6, 2024

RE: Police Activity

- 1) We continue to recover drugs on traffic stops.
- 2) We recently investigated a self-inflicted gunshot wound and the victim is deceased.
- 3) New officers are coming along well. Introduce all new officers.
- 4) Founders Day went well, with a good turnout. Thank you to all who helped, worked the event, participated in the event & our great citizens.
- 5) The agency will be recognized at the Florida Challenge Awards ceremony in July for collaborative traffic measures which produce reduced traffic incidents & compliance based.

Town Council Open Monthly Case Report

04/01/2024 - 04/30/2024

Case Date	Parcel Address	Violation Type	Violation Type	Main Status	Date Closed
4/22/2024	203 S MARE AVE	Overgrowth	Property Maintenance	Open	
4/19/2024	201 S MARE AVE	Overgrowth	Property Maintenance	Open	
4/18/2024	610 S DIXIE DR	Junk/Outside Storage	Property Maintenance	Closed	4/29/2024
4/16/2024	110 S PALM AVE	Parking	Parking	Open	
4/16/2024	600 AVILA PL	Irrigation/Water	Water	Open	
4/16/2024	214 E LAUREL AVE	Irrigation/Water	Water	Open	
4/15/2024	127 W MAGNOLIA AVE	Overgrowth	Property Maintenance	Open	
4/15/2024	W CENTRAL AVE	Overgrowth	Property Maintenance	Open	
4/15/2024	W CENTRAL AVE	Overgrowth	Property Maintenance	Closed	4/22/2024
4/15/2024	W CENTRAL AVE	Overgrowth	Property Maintenance	Closed	4/26/2024
4/15/2024	W CENTRAL AVE	Overgrowth	Property Maintenance	Open	
4/12/2024	306 S PALM AVE	Vehicle Sales	Parking	Open	
4/5/2024	605 N PALM AVE	Overgrowth	Property Maintenance	Closed	4/15/2024
4/5/2024	611 N PALM AVE	Overgrowth	Property Maintenance	Closed	4/15/2024
4/1/2024	805 N LAKESHORE BLVD	Trees	Zoning Chapter 7	Closed	4/1/2024
4/1/2024	477 AVILA PL	Overgrowth	Property Maintenance	Closed	4/12/2024
4/1/2024	721 CALABRIA WAY	Debris	Garbage	Closed	4/1/2024

Total Records: 17

5/1/2024

Page: 1 of 1

Town Council Closed Monthly Case Report

04/01/2024 - 04/30/2024

Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	610 S DIXIE DR	Junk/Outside Storage	Property Maintenance	4/18/2024	4/29/2024
Closed	W CENTRAL AVE	Overgrowth	Property Maintenance	4/15/2024	4/22/2024
Closed	W CENTRAL AVE	Overgrowth	Property Maintenance	4/15/2024	4/26/2024
Closed	605 N PALM AVE	Overgrowth	Property Maintenance	4/5/2024	4/15/2024
Closed	611 N PALM AVE	Overgrowth	Property Maintenance	4/5/2024	4/15/2024
Closed	805 N LAKESHORE BLVD	Trees	Zoning Chapter 7	4/1/2024	4/1/2024
Closed	477 AVILA PL	Overgrowth	Property Maintenance	4/1/2024	4/12/2024
Closed	721 CALABRIA WAY	Debris	Garbage	4/1/2024	4/1/2024
Closed	202 MARILYN AVE	Overgrowth	Property Maintenance	3/29/2024	4/24/2024
Closed	43 CAMINO REAL BLVD	No Building Permit	Permits	3/25/2024	4/2/2024
Closed	635 AVILA PL	Irrigation Days	Water	3/25/2024	4/24/2024
Closed	583 AVILA PL	Water Restrictions	Water	3/21/2024	4/5/2024
Closed	106 N FLORIDA AVE	Yard Debris	Property Maintenance	3/19/2024	4/15/2024
Closed	448 AVILA PL	Fence	Zoning Chapter 5	2/28/2024	4/1/2024
Closed	502 S DIXIE DR	Parking	Parking	2/27/2024	4/16/2024
Closed	497 BELLISSIMO PL	IRRIGATION	Water	12/27/2023	4/5/2024
Closed	204 MESSINA PL	IRRIGATION	Water	12/14/2023	4/5/2024

Total Records: 17

5/1/2024

Page: 1 of 1



Public Works

April 2024 – Monthly Report

Activity	Location/ Address	Notes
Road Maintenance / Potholes	W. Central Ave	Contractor Re-Stripped Parking Area
Stormwater/Drainage		
Sidewalk Maintenance/Repair	W. Central Ave	Contractor Repaired sidewalk to meet ADA Standards
Building Maintenance	Town Hall	Repaired Smoke Alarm in Town Hall Replaced lights in Town Hall Supervisor's Office Replaced lights in Town Hall Chambers
Grounds Maintenance	Library Town Hall	PW Staff trimmed trees and hedges. PW Staff Pressure washed Sidewalks at Town Hall Complex
	Cemetery	PW Staff pressured washed statues, sidewalks, and mausoleum at Cemetery.
Tree Trimming/Tree Removal/Stump Removal	Well #3	PW Staff Trimmed Trees around Town Marker Sign
Mowing/Weed Eating	Main Water Plant Well # 3 Lakeshore Blvd Cemetery Blevins Park Little Lake Harris Shoreline	Monthly Maintenance mowing, weed eating and edging. Monthly Mowing of Town Right of Way 9 Acre – Town Owned Parcel Contractor is mowing the Little Lake Harris Shoreline
Pre-Grade Inspections Landscape/Irrigation Inspections Sidewalk Inspections	Talichet	1 – Pre-Grade Inspection - SFR 0 – Final Lot Grading Inspection - SFR 0 – Final Landscape Inspection - SFR 0 – Sidewalk Inspection – SFR
	Talichet 2	0 – Pre-Grade Inspection – SFR 0 – Final Lot Grading Inspection 0 – Final Landscape Inspection 0 – Sidewalk Inspection
	Venezia Townhomes	11 – Pre-Grade Inspections – Town Home 10 – Final Lot Grading Inspection – Town Home 10 – Final Landscape Inspection – Town Home 10 – Sidewalk Inspection – Town Home
	In Field Lots	0 – Final Lot Grading Inspection
Lot Grading Plan Reviews Landscape/Irrigation Plan Reviews	Talichet Phase 2 Venezia Town Homes	0 – Lot Grading Plan/Landscape/Irrigation Reviews 0 – Lot Grading Plan Reviews

Additional Updates:

- **Sara Maude Mason Nature Preserve nature trail is open to the public:**
 - The boardwalk will stay closed. (Unsafe for pedestrian traffic)
 - Town Staff is working with FEMA Funding of reimbursement on the cost for repairs to the boardwalk.
 - The Public Works Director has completed the RFP for the Reconstruction of the Sara Maude Mason Boardwalk. The Town has selected a contractor for the Sara Maude Mason Boardwalk Restoration Project.
 - Town Attorney is reviewing the contract for the Sara Maude Mason Boardwalk Restoration Project.
- **Pine Park Update:**
 - The Town Engineer has designed a concept plan of Pine Park with amenities that include a driveway, parking area with handicap spaces, pickle ball courts, restrooms, pavilions, playgrounds, bike trail and trails connecting to Venezia HOA property for Venezia resident access.
 - The Town Engineer is working with FDOT on a Driveway Permit for Pine Park. Once the permit has been issued, the Town will start construction on the driveway.
- **LCWA Stormwater Grant Update:**
 - The Public Works is working with SJRWMD for any permitting required for the project.
 - The Public Works Director is in contact with LCWA for all grant reports and requirements.
 - The Town Engineer completed the survey for the Project Site to determine the high-water line, wetland delineation. He is currently working on the design process.
- **FDEM Lift Station #1 and Lift Station #2 Bypass Pump Grant Update:**
 - The Public Works Director is working with FDEM on both grant applications during the grant review process.
 - The Public Works Director is in contact with FDEM staff to provide additional documents and information needed during the review process.
- **N. Citrus Avenue Update:**
 - The survey has been completed; the Town has received a signed copy of the survey. (Please see Attached Survey)
 - The Town Engineer is working on the Road Design Plan.
- **Historical Water Tower Update:**
 - The Water Tower Condition Assessment Inspection has been completed by USG Water Solutions. (Please see the attached Inspection Report)



Public Utilities

April 2024– Monthly Report

Activity	Location/ Address	Notes
Service orders	Throughout town	21 leak-check, reread and meter service orders
Utility locates	Throughout town	48 utility locates
Hydrant flushing	Whole town	Flushed all hydrants for yearly flow and operational testing



**Library Director's Report
Marianne Beck Memorial Library
For the Month of April 2024**

Statistics for April 2024

Digital: 162, KOHA: 1,970 **Total: 2,132.** Items borrowed from other libraries: 531, items loaned to other libraries: 354. There were 104 computer sessions in April. There were 131 downloads of Ebooks and Audiobooks. 16 residents received new library cards. A total of 3,094 residents visited the library in April.

Lake County Library System Update:

The Member libraries did meet on April 25th to review the impact fee grant applications submitted. George Taylor submitted three applications. One for leased large print books (\$20,000), county wide. One for an expansion of ebooks/audiobooks collection (\$18,000) county wide. A final application toward the construction of the East Lake library (\$334,340). Eustis library requested \$60,000 for the expansion of their meeting room. Lady lake library requested \$1,000,000 for an expansion to the library. The remaining \$1,200.00 to be contributed by the city of Lady Lake. Fruitland Park library requested \$10,938.53 for additional shelving in their children and teen rooms. The final application was submitted by the Montverde library for \$28,006.00 for a circulation desk, shelving and furniture for their new 8,000 sq. ft. building. All were approved by the Directors. The next step is for the applications to go before the Library Advisory Board for review.

Funds collected for April:

Copies/Fax: \$128.25 Fines: \$21.00 Total: \$149.25

Activities during the month of April:

In addition to our monthly programs, the library hosted the AARP Driving class in April. New Vision returned to teach another class for the sight impaired. We hosted a program for herbs for wellness and Chef Warren taught patrons how to make three different summer salads. The Stamp club held its first meeting on the 18th of April, 29 patrons attended, both adults and children.

Total Program Attendance for April: 682 patrons.

April Reading Challenge: Books with yellow on the cover.

Winner - Jaxon Dillon
54 books read for April
A total of 6,049 pages read

Respectively Submitted, Tara Hall, Library Director

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
511000	Legislative						
511000	Legislative						
110	Executive Salaries	1,150.00	8,050.00	16,200.00	16,200.00	8,150.00	50 %
210	Fica	71.30	499.10	1,004.00	1,004.00	504.90	50 %
211	Medicare	16.68	116.76	235.00	235.00	118.24	50 %
342	Software & Annual Maintenance	0.00	658.77	580.00	580.00	-78.77	114 %
400	Travel & Per Diem	50.00	262.43	1,000.00	1,000.00	737.57	26 %
410	Telephone & Communications	156.51	1,402.41	2,075.00	2,075.00	672.59	68 %
415	Website	2,560.00	2,560.00	4,450.00	4,450.00	1,890.00	58 %
470	Printing - General	0.00	0.00	125.00	125.00	125.00	100 %
493	Employee Appreciation	0.00	1,615.96	2,500.00	2,500.00	884.04	65 %
497	Compassion Flowers	0.00	0.00	100.00	100.00	100.00	100 %
510	Office Supplies	0.00	0.00	200.00	200.00	200.00	100 %
520	Operating Supplies	0.00	0.00	3,620.00	3,620.00	3,620.00	100 %
540	Dues and Subscriptions	0.00	609.98	1,800.00	1,800.00	1,190.02	34 %
550	Training/Education/Tuition	0.00	158.00	1,500.00	1,500.00	1,342.00	11 %
820	Contributions/Donations	0.00	0.00	2,000.00	2,000.00	2,000.00	100 %
950	Other Non Operating Uses	0.00	0.00	28,865.00	28,865.00	28,865.00	100 %
	Account Total:	4,004.49	15,933.41	66,254.00	66,254.00	50,320.59	24 %
	Account Group Total:	4,004.49	15,933.41	66,254.00	66,254.00	50,320.59	24 %
513000	Financial And Administrative						
513000	Financial And Administrative						
110	Executive Salaries	1,990.76	18,105.91	26,322.00	26,322.00	8,216.09	69 %
120	Salaries	1,607.36	13,556.99	27,098.00	27,098.00	13,541.01	50 %
140	Overtime Wages	21.44	132.77	521.00	521.00	388.23	25 %
210	Fica	218.23	1,917.48	3,344.00	3,344.00	1,426.52	57 %
211	Medicare	51.03	448.41	782.00	782.00	333.59	57 %
225	ICMA Retirement Contribution	313.73	2,565.83	5,394.00	5,394.00	2,828.17	48 %
230	Life & Health Ins.	580.71	4,963.68	8,444.00	8,444.00	3,480.32	59 %
240	Workers' Compensation	0.00	608.35	703.00	703.00	94.65	87 %
250	Unemployment Expense	0.00	0.00	6,275.00	6,275.00	6,275.00	100 %
320	Accounting & Auditing	2,185.00	5,520.00	38,000.00	38,000.00	32,480.00	15 %
321	Bank Fees	0.00	0.00	600.00	600.00	600.00	100 %
340	Other Contractual Services	0.00	1,730.90	4,500.00	4,500.00	2,769.10	38 %
342	Software & Annual Maintenance	35.00	7,103.78	19,300.00	19,300.00	12,196.22	37 %
350	Pre Employment Screening	35.00	1,114.00	1,400.00	1,400.00	286.00	80 %
400	Travel & Per Diem	0.00	3,422.85	4,700.00	4,700.00	1,277.15	73 %
410	Telephone & Communications	222.50	5,261.55	12,400.00	12,400.00	7,138.45	42 %
420	Freight/Postage/Shipping	0.00	1,584.53	2,000.00	2,000.00	415.47	79 %
430	Utility Services	120.58	2,677.55	6,000.00	6,000.00	3,322.45	45 %
440	Rentals & Leases	296.65	1,636.04	2,700.00	2,700.00	1,063.96	61 %
451	Insurance	0.00	0.00	2,132.00	2,132.00	2,132.00	100 %
460	R & M - Equipment	0.00	0.00	200.00	200.00	200.00	100 %
461	R & M - Computer Maint	0.00	350.99	3,000.00	3,000.00	2,649.01	12 %
463	R & M - Vehicles	0.00	0.00	2,000.00	2,000.00	2,000.00	100 %
470	Printing - General	0.00	188.50	250.00	250.00	61.50	75 %
510	Office Supplies	0.00	1,816.12	1,825.00	1,825.00	8.88	100 %
520	Operating Supplies	49.50	7,665.07	3,800.00	3,800.00	-3,865.07	202 %
522	Gas & Oil	0.00	0.00	2,000.00	2,000.00	2,000.00	100 %
540	Dues and Subscriptions	0.00	2,478.00	4,100.00	4,100.00	1,622.00	60 %

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
550	Training/Education/Tuition	0.00	1,502.00	4,000.00	4,000.00	2,498.00	38 %
	Account Total:	7,727.49	86,351.30	193,790.00	193,790.00	107,438.70	45 %
	Account Group Total:	7,727.49	86,351.30	193,790.00	193,790.00	107,438.70	45 %
519000	Other General Government						
519000	Other General Government						
310	Legal Fees	27,247.50	146,129.98	115,000.00	115,000.00	-31,129.98	127 %
316	Town Planning/Engineering	700.00	40,536.75	50,000.00	50,000.00	9,463.25	81 %
318	Town Planning	0.00	33,768.16	70,000.00	70,000.00	36,231.84	48 %
340	Other Contractual Services	0.00	0.00	4,000.00	4,000.00	4,000.00	100 %
347	Codification	0.00	1,325.00	5,000.00	5,000.00	3,675.00	73 %
415	Website	0.00	0.00	1,000.00	1,000.00	1,000.00	100 %
451	Insurance	0.00	93,183.75	107,225.00	107,225.00	14,041.25	87 %
470	Printing - General	0.00	0.00	200.00	200.00	200.00	100 %
492	Advertising	0.00	4,208.30	8,000.00	8,000.00	3,791.70	53 %
	Account Total:	27,947.50	319,151.94	360,425.00	360,425.00	41,273.06	89 %
	Account Group Total:	27,947.50	319,151.94	360,425.00	360,425.00	41,273.06	89 %
521000	Police						
521000	Police						
110	Executive Salaries	6,599.68	76,362.73	146,204.00	146,204.00	69,841.27	52 %
120	Salaries	28,860.58	211,815.71	377,292.00	371,337.00	159,521.29	57 %
130	Police - Reserve Salaries	1,620.00	4,021.60	12,315.00	17,820.00	13,798.40	23 %
131	Events Payroll	0.00	11,562.50	12,000.00	12,000.00	437.50	96 %
140	Overtime Wages	7,273.45	23,049.20	47,301.00	47,301.00	24,251.80	49 %
150	Police - Incentive Pay	500.00	3,850.00	6,840.00	6,840.00	2,990.00	56 %
210	Fica	2,671.75	19,722.49	36,153.00	36,503.00	16,780.51	54 %
211	Medicare	624.86	4,612.54	8,455.00	8,555.00	3,942.46	54 %
220	Police Retirement Contribution	11,130.55	74,604.05	148,065.00	148,065.00	73,460.95	50 %
230	Life & Health Ins.	10,143.30	70,490.88	141,600.00	141,600.00	71,109.12	50 %
240	Workers' Compensation	0.00	13,950.34	18,135.00	18,135.00	4,184.66	77 %
340	Other Contractual Services	0.00	699.70	3,226.00	3,226.00	2,526.30	22 %
342	Software & Annual Maintenance	0.00	8,634.54	11,400.00	11,400.00	2,765.46	76 %
343	Special Events	0.00	1,375.14	4,000.00	4,000.00	2,624.86	34 %
350	Pre Employment Screening	685.00	1,352.00	1,200.00	1,200.00	-152.00	113 %
400	Travel & Per Diem	0.00	863.50	3,500.00	3,500.00	2,636.50	25 %
410	Telephone & Communications	834.64	22,095.10	15,000.00	15,000.00	-7,095.10	147 %
420	Freight/Postage/Shipping	0.00	100.44	300.00	300.00	199.56	33 %
430	Utility Services	120.57	2,677.57	6,000.00	6,000.00	3,322.43	45 %
440	Rentals & Leases	0.00	43,895.82	45,100.00	45,100.00	1,204.18	97 %
451	Insurance	0.00	5,691.60	7,745.00	7,745.00	2,053.40	73 %
460	R & M - Equipment	325.00	3,730.70	7,100.00	7,100.00	3,369.30	53 %
461	R & M - Computer Maint	0.00	819.97	1,500.00	1,500.00	680.03	55 %
462	R & M - Building	0.00	208.99	2,500.00	2,500.00	2,291.01	8 %
463	R & M - Vehicles	4,006.81	20,145.70	27,000.00	27,000.00	6,854.30	75 %
490	Miscellaneous Expenses	0.00	139.83	0.00	0.00	-139.83	0 %
510	Office Supplies	0.00	1,479.57	4,000.00	4,000.00	2,520.43	37 %
520	Operating Supplies	3,514.34	10,443.94	29,858.00	29,858.00	19,414.06	35 %
522	Gas & Oil	0.00	16,146.46	36,000.00	36,000.00	19,853.54	45 %
523	Uniforms	80.00	442.82	4,000.00	4,000.00	3,557.18	11 %
525	Weapons	0.00	3,906.84	5,000.00	5,000.00	1,093.16	78 %

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
540	Dues and Subscriptions	0.00	830.50	1,500.00	1,500.00	669.50	55 %
550	Training/Education/Tuition	0.00	2,830.00	5,000.00	5,000.00	2,170.00	57 %
804	PD Vest Grant - 09/10	0.00	2,512.27	3,500.00	3,500.00	987.73	72 %
	Account Total:	78,990.53	665,065.04	1,178,789.00	1,178,789.00	513,723.96	56 %
	Account Group Total:	78,990.53	665,065.04	1,178,789.00	1,178,789.00	513,723.96	56 %
524000	Code Enforcement						
524000	Code Enforcement						
120	Salaries	3,520.00	26,454.15	45,760.00	45,760.00	19,305.85	58 %
140	Overtime Wages	0.00	115.50	1,889.00	1,889.00	1,773.50	6 %
210	Fica	208.82	1,591.30	2,954.00	2,954.00	1,362.70	54 %
211	Medicare	48.84	372.15	691.00	691.00	318.85	54 %
225	ICMA Retirement Contribution	352.00	2,475.55	4,765.00	4,765.00	2,289.45	52 %
230	Life & Health Ins.	819.50	5,736.50	9,834.00	9,834.00	4,097.50	58 %
240	Workers' Compensation	0.00	541.25	621.00	621.00	79.75	87 %
310	Legal Fees	1,760.00	8,482.95	6,000.00	6,000.00	-2,482.95	141 %
342	Software & Annual Maintenance	0.00	368.82	3,220.00	3,220.00	2,851.18	11 %
400	Travel & Per Diem	0.00	1,040.80	1,020.00	1,020.00	-20.80	102 %
410	Telephone & Communications	18.50	591.78	1,782.00	1,782.00	1,190.22	33 %
420	Freight/Postage/Shipping	0.00	206.99	300.00	300.00	93.01	69 %
451	Insurance	0.00	0.00	2,132.00	2,132.00	2,132.00	%
463	R & M - Vehicles	0.00	214.94	2,000.00	2,000.00	1,785.06	11 %
470	Printing - General	0.00	72.50	350.00	350.00	277.50	21 %
520	Operating Supplies	0.00	15.34	300.00	300.00	284.66	5 %
522	Gas & Oil	0.00	548.75	2,400.00	2,400.00	1,851.25	23 %
523	Uniforms	0.00	179.10	200.00	200.00	20.90	90 %
540	Dues and Subscriptions	0.00	140.37	330.00	330.00	189.63	43 %
550	Training/Education/Tuition	0.00	650.00	1,000.00	1,000.00	350.00	65 %
	Account Total:	6,727.66	49,798.74	87,548.00	87,548.00	37,749.26	57 %
	Account Group Total:	6,727.66	49,798.74	87,548.00	87,548.00	37,749.26	57 %
538000	Stormwater Maintenance						
538000	Stormwater Maintenance						
340	Other Contractual Services	0.00	1,500.00	110,000.00	110,000.00	108,500.00	1 %
	Account Total:	0.00	1,500.00	110,000.00	110,000.00	108,500.00	1 %
	Account Group Total:	0.00	1,500.00	110,000.00	110,000.00	108,500.00	1 %
539000	Public Services						
539000	Public Services						
110	Executive Salaries	291.48	2,322.15	3,790.00	3,790.00	1,467.85	61 %
120	Salaries	1,820.52	13,953.65	23,646.00	23,646.00	9,692.35	59 %
140	Overtime Wages	62.77	314.96	3,200.00	3,200.00	2,885.04	10 %
210	Fica	126.05	973.02	1,899.00	1,899.00	925.98	51 %
211	Medicare	29.48	227.59	444.00	444.00	216.41	51 %
225	ICMA Retirement Contribution	67.36	479.82	3,064.00	3,064.00	2,584.18	16 %
230	Life & Health Ins.	830.88	5,680.49	6,884.00	6,884.00	1,203.51	83 %
240	Workers' Compensation	0.00	345.55	399.00	399.00	53.45	87 %
340	Other Contractual Services	2,155.00	18,190.60	87,000.00	87,000.00	68,809.40	21 %
350	Pre Employment Screening	0.00	0.00	100.00	100.00	100.00	%
400	Travel & Per Diem	0.00	95.85	500.00	500.00	404.15	19 %
410	Telephone & Communications	18.00	577.28	2,150.00	2,150.00	1,572.72	27 %

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
430	Utility Services	89.46	819.67	1,500.00	1,500.00	680.33	55 %
440	Rentals & Leases	0.00	0.00	2,500.00	2,500.00	2,500.00	100 %
460	R & M - Equipment	0.00	4,891.17	5,000.00	5,000.00	108.83	98 %
461	R & M - Computer Maint	0.00	0.00	650.00	650.00	650.00	100 %
462	R & M - Building	4,697.52	11,038.68	12,000.00	12,000.00	961.32	92 %
463	R & M - Vehicles	0.00	316.79	1,000.00	1,000.00	683.21	32 %
510	Office Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	100 %
520	Operating Supplies	0.00	9,567.44	12,000.00	12,000.00	2,432.56	80 %
522	Gas & Oil	0.00	4,263.11	7,000.00	7,000.00	2,736.89	61 %
523	Uniforms	0.00	443.78	1,000.00	1,000.00	556.22	44 %
524	Safety Equipment	0.00	887.90	1,500.00	1,500.00	612.10	59 %
540	Dues and Subscriptions	0.00	0.00	300.00	300.00	300.00	100 %
550	Training/Education/Tuition	0.00	0.00	650.00	650.00	650.00	100 %
650	Cap Outlay - Vehicles	0.00	0.00	5,000.00	5,000.00	5,000.00	100 %
	Account Total:	10,188.52	75,389.50	184,176.00	184,176.00	108,786.50	41 %
	Account Group Total:	10,188.52	75,389.50	184,176.00	184,176.00	108,786.50	41 %
541000	Transportation						
541000	Transportation						
110	Executive Salaries	291.51	2,322.34	3,790.00	3,790.00	1,467.66	61 %
120	Salaries	1,820.50	13,849.77	23,646.00	23,646.00	9,796.23	59 %
140	Overtime Wages	62.75	327.16	2,000.00	2,000.00	1,672.84	16 %
210	Fica	126.03	967.45	1,825.00	1,825.00	857.55	53 %
211	Medicare	29.49	226.24	427.00	427.00	200.76	53 %
225	ICMA Retirement Contribution	67.37	477.37	2,944.00	2,944.00	2,466.63	16 %
230	Life & Health Ins.	830.89	5,664.47	6,884.00	6,884.00	1,219.53	82 %
240	Workers' Compensation	0.00	331.92	384.00	384.00	52.08	86 %
316	Town Planning/Engineering	0.00	0.00	1,000.00	1,000.00	1,000.00	100 %
340	Other Contractual Services	0.00	0.00	20,000.00	20,000.00	20,000.00	100 %
431	Street Lighting	0.00	15,293.60	28,000.00	28,000.00	12,706.40	55 %
520	Operating Supplies	0.00	0.00	2,000.00	2,000.00	2,000.00	100 %
524	Safety Equipment	0.00	0.00	1,000.00	1,000.00	1,000.00	100 %
530	Road Materials & Supplies	0.00	0.00	2,000.00	2,000.00	2,000.00	100 %
	Account Total:	3,228.54	39,460.32	95,900.00	95,900.00	56,439.68	41 %
	Account Group Total:	3,228.54	39,460.32	95,900.00	95,900.00	56,439.68	41 %
542000	Cemetery						
542000	Cemetery						
340	Other Contractual Services	0.00	0.00	10,000.00	10,000.00	10,000.00	100 %
430	Utility Services	38.82	276.67	1,500.00	1,500.00	1,223.33	18 %
460	R & M - Equipment	0.00	0.00	2,500.00	2,500.00	2,500.00	100 %
	Account Total:	38.82	276.67	14,000.00	14,000.00	13,723.33	2 %
	Account Group Total:	38.82	276.67	14,000.00	14,000.00	13,723.33	2 %
571000	Library						
571000	Library						
110	Executive Salaries	3,909.24	29,361.57	50,820.00	50,820.00	21,458.43	58 %
120	Salaries	2,203.74	16,165.43	28,829.00	28,829.00	12,663.57	56 %
140	Overtime Wages	10.40	696.48	0.00	0.00	-696.48	0 %
210	Fica	373.96	2,831.76	4,938.00	4,938.00	2,106.24	57 %
211	Medicare	87.45	662.19	1,155.00	1,155.00	492.81	57 %

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
225	ICMA Retirement Contribution	416.87	2,148.06	7,965.00	7,965.00	5,816.94	27 %
230	Life & Health Ins.	839.00	5,053.50	19,668.00	19,668.00	14,614.50	26 %
240	Workers' Compensation	0.00	904.74	1,038.00	1,038.00	133.26	87 %
340	Other Contractual Services	0.00	2,872.80	4,500.00	4,500.00	1,627.20	64 %
342	Software & Annual Maintenance	0.00	579.90	0.00	695.88	115.98	83 %
350	Pre Employment Screening	0.00	0.00	150.00	150.00	150.00	0 %
400	Travel & Per Diem	0.00	104.91	500.00	500.00	395.09	21 %
410	Telephone & Communications	24.00	9,384.67	20,480.00	20,480.00	11,095.33	46 %
420	Freight/Postage/Shipping	0.00	0.00	110.00	110.00	110.00	0 %
430	Utility Services	375.92	6,524.47	10,000.00	10,000.00	3,475.53	65 %
461	R & M - Computer Maint	0.00	0.00	144.00	144.00	144.00	0 %
480	Promotional Activities	0.00	1,119.86	1,856.00	1,856.00	736.14	60 %
493	Employee Appreciation	0.00	428.75	500.00	500.00	71.25	86 %
510	Office Supplies	0.00	563.98	2,800.00	2,800.00	2,236.02	20 %
520	Operating Supplies	0.00	2,299.98	4,000.00	4,000.00	1,700.02	57 %
540	Dues and Subscriptions	0.00	100.00	350.00	350.00	250.00	29 %
550	Training/Education/Tuition	0.00	0.00	400.00	400.00	400.00	0 %
660	Cap Outlay - Books &	0.00	6,013.05	15,000.00	15,000.00	8,986.95	40 %
662	Cap Outlay - Books/Publ -	0.00	0.00	1,100.00	404.12	404.12	0 %
	Account Total:	8,240.58	87,816.10	176,303.00	176,303.00	88,486.90	50 %
	Account Group Total:	8,240.58	87,816.10	176,303.00	176,303.00	88,486.90	50 %
572000	Parks & Recreation						
572000	Parks & Recreation						
340	Other Contractual Services	0.00	0.00	10,000.00	8,000.00	8,000.00	0 %
343	Special Events	1,700.00	2,066.65	7,000.00	9,000.00	6,933.35	23 %
430	Utility Services	101.76	1,982.31	5,500.00	5,500.00	3,517.69	36 %
460	R & M - Equipment	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
468	R & M - Recreation Equip	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
520	Operating Supplies	0.00	420.00	3,000.00	3,000.00	2,580.00	14 %
	Account Total:	1,801.76	4,468.96	51,500.00	51,500.00	47,031.04	9 %
	Account Group Total:	1,801.76	4,468.96	51,500.00	51,500.00	47,031.04	9 %
573000	Historical Preservation						
573000	Historical Preservation						
410	Telephone & Communications	0.00	0.00	60.00	60.00	60.00	0 %
510	Office Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
950	Other Non Operating Uses	0.00	0.00	4,693.00	4,693.00	4,693.00	0 %
	Account Total:	0.00	0.00	5,753.00	5,753.00	5,753.00	0 %
	Account Group Total:	0.00	0.00	5,753.00	5,753.00	5,753.00	0 %
574000	Special Events						
574000	Special Events						
340	Other Contractual Services	0.00	34,940.82	26,250.00	26,250.00	-8,690.82	133 %
343	Special Events	0.00	1,582.28	2,000.00	2,000.00	417.72	79 %
440	Rentals & Leases	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
470	Printing - General	0.00	0.00	250.00	250.00	250.00	0 %
480	Promotional Activities	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	Account Total:	0.00	36,523.10	31,500.00	31,500.00	-5,023.10	116 %
	Account Group Total:	0.00	36,523.10	31,500.00	31,500.00	-5,023.10	116 %

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
Fund Total:		148,895.89	1,381,735.08	2,555,938.00	2,555,938.00	1,174,202.92	54 %

120 POLICE ADVANCED TRAINING FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
521000	Police						
521000	Police						
	400 Travel & Per Diem	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	550 Training/Education/Tuition	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	950 Other Non Operating Uses	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	Account Total:	0.00	0.00	3,000.00	3,000.00	3,000.00	%
	Account Group Total:	0.00	0.00	3,000.00	3,000.00	3,000.00	%
	Fund Total:	0.00	0.00	3,000.00	3,000.00	3,000.00	%

130 TREE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
572000	Parks & Recreation						
572000	Parks & Recreation	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	950 Other Non Operating Uses	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	Account Total:						
	Account Group Total:	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	Fund Total:	0.00	0.00	1,000.00	1,000.00	1,000.00	%

140 WATER IMPACT FEE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
533000	Water Utility Services						
533000	Water Utility Services						
	640 Cap Outlay - Equipment	0.00	1,183,010.00	600,000.00	600,000.00	-583,010.00	197 %
	950 Other Non Operating Uses	0.00	0.00	562,653.00	562,653.00	562,653.00	%
	Account Total:	0.00	1,183,010.00	1,162,653.00	1,162,653.00	-20,357.00	102 %
	Account Group Total:	0.00	1,183,010.00	1,162,653.00	1,162,653.00	-20,357.00	102 %
	Fund Total:	0.00	1,183,010.00	1,162,653.00	1,162,653.00	-20,357.00	102 %

141 PARKS & REC IMPACT FEE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
572000	Parks & Recreation						
572000	Parks & Recreation						
	615 Parks Expansion	0.00	55,180.00	400,000.00	400,000.00	344,820.00	14 %
	630 Cap Outlay - Improvements	1,400.00	1,400.00	0.00	0.00	-1,400.00	%
	640 Cap Outlay - Equipment	0.00	28,564.89	0.00	0.00	-28,564.89	%
	950 Other Non Operating Uses	0.00	0.00	338,000.00	338,000.00	338,000.00	%
	Account Total:	1,400.00	85,144.89	738,000.00	738,000.00	652,855.11	12 %
	Account Group Total:	1,400.00	85,144.89	738,000.00	738,000.00	652,855.11	12 %
	Fund Total:	1,400.00	85,144.89	738,000.00	738,000.00	652,855.11	12 %

142 POLICE IMPACT FEE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
521000	Police						
521000	Police						
	640 Cap Outlay - Equipment	0.00	7,309.98	7,500.00	9,000.00	1,690.02	81 %
	950 Other Non Operating Uses	0.00	0.00	730,500.00	729,000.00	729,000.00	%
	Account Total:	0.00	7,309.98	738,000.00	738,000.00	730,690.02	1 %
	Account Group Total:	0.00	7,309.98	738,000.00	738,000.00	730,690.02	1 %
	Fund Total:	0.00	7,309.98	738,000.00	738,000.00	730,690.02	1 %

143 ROAD IMPACT FEE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
541000	Transportation						
541000	Transportation			1.00	1.00	1.00	%
	950 Other Non Operating Uses	0.00	0.00	1.00	1.00	1.00	%
	Account Total:	0.00	0.00	1.00	1.00	1.00	%
	Account Group Total:	0.00	0.00	1.00	1.00	1.00	%
	Fund Total:	0.00	0.00	1.00	1.00	1.00	%

144 WASTEWATER IMPACT FEE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
535000 Sewer, Wastewater Services							
535000 Sewer, Wastewater Services		0.00	0.00	1.00	1.00	1.00	%
950 Other Non Operating Uses		0.00	0.00	1.00	1.00	1.00	%
Account Total:							
Account Group Total:		0.00	0.00	1.00	1.00	1.00	%
Fund Total:		0.00	0.00	1.00	1.00	1.00	%

145 STORMWATER IMPACT FEE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
538000	Stormwater Maintenance						
538000	Stormwater Maintenance	0.00	0.00	1.00	1.00	1.00	%
	950 Other Non Operating Uses	0.00	0.00	1.00	1.00	1.00	%
	Account Total:						
	Account Group Total:	0.00	0.00	1.00	1.00	1.00	%
	Fund Total:	0.00	0.00	1.00	1.00	1.00	%

150 INFRASTRUCTURE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
541000	Transportation						
541000	Transportation						
	630 Cap Outlay - Improvements	17,050.00	17,050.00	273,355.00	273,355.00	256,305.00	6 %
	Account Total:	17,050.00	17,050.00	273,355.00	273,355.00	256,305.00	6 %
	Account Group Total:	17,050.00	17,050.00	273,355.00	273,355.00	256,305.00	6 %
	Fund Total:	17,050.00	17,050.00	273,355.00	273,355.00	256,305.00	6 %

155 BUILDING SERVICES FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
513000	Financial And Administrative						
513000	Financial And Administrative						
110	Executive Salaries	7,355.65	54,234.85	97,611.00	97,611.00	43,376.15	56 %
120	Salaries	6,824.01	45,458.30	110,870.00	110,870.00	65,411.70	41 %
140	Overtime Wages	145.81	712.83	600.00	600.00	-112.83	119 %
210	Fica	859.66	6,045.65	12,936.00	12,936.00	6,890.35	47 %
211	Medicare	201.03	1,413.88	3,032.00	3,032.00	1,618.12	47 %
225	ICMA Retirement Contribution	1,025.72	7,245.81	20,908.00	20,908.00	13,662.19	35 %
230	Life & Health Ins.	2,756.70	17,736.90	41,931.00	41,931.00	24,194.10	42 %
240	Workers' Compensation	0.00	2,377.41	2,725.00	2,725.00	347.59	87 %
340	Other Contractual Services	0.00	0.00	1,419.00	1,419.00	1,419.00	%
342	Software & Annual Maintenance	0.00	368.81	860.00	860.00	491.19	43 %
350	Pre Employment Screening	0.00	0.00	200.00	200.00	200.00	%
410	Telephone & Communications	28.00	196.00	300.00	300.00	104.00	65 %
510	Office Supplies	0.00	145.00	1,000.00	1,000.00	855.00	15 %
520	Operating Supplies	0.00	0.00	10,491.00	10,491.00	10,491.00	%
950	Other Non Operating Uses	0.00	0.00	69,204.00	69,204.00	69,204.00	%
	Account Total:	19,196.58	135,935.44	374,087.00	374,087.00	238,151.56	36 %
	Account Group Total:	19,196.58	135,935.44	374,087.00	374,087.00	238,151.56	36 %
519000	Other General Government						
519000	Other General Government						
341	Contractor - (Bldg Inspector -	0.00	174,298.01	304,478.00	304,478.00	130,179.99	57 %
520	Operating Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	Account Total:	0.00	174,298.01	305,478.00	305,478.00	131,179.99	57 %
	Account Group Total:	0.00	174,298.01	305,478.00	305,478.00	131,179.99	57 %
	Fund Total:	19,196.58	310,233.45	679,565.00	679,565.00	369,331.55	46 %

401 WATER/SANITATION FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
533000	Water Utility Services						
533000	Water Utility Services						
110	Executive Salaries	10,270.64	78,409.44	135,506.00	135,506.00	57,096.56	58 %
120	Salaries	21,208.30	150,841.21	289,218.00	289,218.00	138,376.79	52 %
140	Overtime Wages	2,290.45	9,720.72	15,500.00	15,500.00	5,779.28	63 %
210	Fica	2,027.44	14,389.30	27,294.00	27,294.00	12,904.70	53 %
211	Medicare	474.15	3,365.25	6,383.00	6,383.00	3,017.75	53 %
225	ICMA Retirement Contribution	1,704.99	11,730.57	44,022.00	44,022.00	32,291.43	27 %
230	Life & Health Ins.	7,807.87	51,405.29	89,134.00	89,134.00	37,728.71	58 %
240	Workers' Compensation	0.00	4,965.94	5,737.00	5,737.00	771.06	87 %
310	Legal Fees	1,210.00	13,477.50	30,000.00	30,000.00	16,522.50	45 %
316	Town Planning/Engineering	500.00	6,305.00	20,000.00	20,000.00	13,695.00	32 %
320	Accounting & Auditing	0.00	0.00	14,250.00	14,250.00	14,250.00	%
340	Other Contractual Services	10,535.00	219,295.85	300,000.00	300,000.00	80,704.15	73 %
342	Software & Annual Maintenance	0.00	1,485.12	9,600.00	9,600.00	8,114.88	15 %
400	Travel & Per Diem	0.00	0.00	500.00	500.00	500.00	%
410	Telephone & Communications	94.00	3,043.42	5,050.00	5,050.00	2,006.58	60 %
420	Freight/Postage/Shipping	0.00	0.00	200.00	200.00	200.00	%
430	Utility Services	0.00	24,694.64	44,000.00	44,000.00	19,305.36	56 %
440	Rentals & Leases	127.66	323.86	1,500.00	1,500.00	1,176.14	22 %
451	Insurance	0.00	30,283.49	42,000.00	42,000.00	11,716.51	72 %
460	R & M - Equipment	0.00	1,681.40	45,000.00	45,000.00	43,318.60	4 %
461	R & M - Computer Maint	0.00	0.00	500.00	500.00	500.00	%
462	R & M - Building	0.00	404.13	5,000.00	5,000.00	4,595.87	8 %
463	R & M - Vehicles	0.00	7,140.92	1,100.00	8,100.00	959.08	88 %
470	Printing - General	0.00	0.00	100.00	100.00	100.00	%
490	Miscellaneous Expenses	0.00	0.00	100.00	50.00	50.00	%
492	Advertising	0.00	0.00	300.00	300.00	300.00	%
510	Office Supplies	0.00	114.82	1,000.00	1,000.00	885.18	11 %
520	Operating Supplies	2,511.80	51,151.62	221,400.00	221,400.00	170,248.38	23 %
523	Uniforms	0.00	0.00	150.00	150.00	150.00	%
524	Safety Equipment	0.00	227.99	400.00	400.00	172.01	57 %
540	Dues and Subscriptions	0.00	268.33	800.00	800.00	531.67	34 %
550	Training/Education/Tuition	0.00	549.00	500.00	550.00	1.00	100 %
613	Cap Outlay - Wetland	0.00	0.00	8,050.00	8,050.00	8,050.00	%
630	Cap Outlay - Improvements	0.00	0.00	10,000.00	10,000.00	10,000.00	%
633	Cap Outlay - Water	0.00	0.00	4,260,000.00	4,260,000.00	4,260,000.00	%
650	Cap Outlay - Vehicles	0.00	0.00	6,076.00	6,076.00	6,076.00	%
710	Debt Principal/loan	0.00	0.00	114,085.00	114,085.00	114,085.00	%
720	Debt Interest/loan	0.00	15,637.70	30,545.00	30,545.00	14,907.30	51 %
950	Other Non Operating Uses	0.00	0.00	404,776.00	397,776.00	397,776.00	%
	Account Total:	60,762.30	700,912.51	6,189,776.00	6,189,776.00	5,488,863.49	11 %
	Account Group Total:	60,762.30	700,912.51	6,189,776.00	6,189,776.00	5,488,863.49	11 %
534000	Sanitation Department						
534000	Sanitation Department						
340	Other Contractual Services	24,683.56	167,565.32	268,960.00	268,960.00	101,394.68	62 %
	Account Total:	24,683.56	167,565.32	268,960.00	268,960.00	101,394.68	62 %
	Account Group Total:	24,683.56	167,565.32	268,960.00	268,960.00	101,394.68	62 %

401 WATER/SANITATION FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
535000 Sewer, Wastewater Services							
535000 Sewer, Wastewater Services							
430 Utility Services		8,795.40	101,943.80	100,000.00	100,000.00	-1,943.80	102 %
460 R & M - Equipment		0.00	1,175.00	315,000.00	315,000.00	313,825.00	%
466 R & M - Water		0.00	0.00	70,000.00	70,000.00	70,000.00	%
	Account Total:	8,795.40	103,118.80	485,000.00	485,000.00	381,881.20	21 %
	Account Group Total:	8,795.40	103,118.80	485,000.00	485,000.00	381,881.20	21 %
	Fund Total:	94,241.26	971,596.63	6,943,736.00	6,943,736.00	5,972,139.37	14 %

651 POLICE RETIREMENT FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
521000	Police						
521000	Police						
310	Legal Fees	0.00	2,418.75	0.00	0.00	-2,418.75	%
340	Other Contractual Services	0.00	3,425.60	0.00	0.00	-3,425.60	%
490	Miscellaneous Expenses	0.00	0.00	198,423.00	198,423.00	198,423.00	%
494	Benefit Payments	0.00	37,464.77	0.00	0.00	-37,464.77	%
	Account Total:	0.00	43,309.12	198,423.00	198,423.00	155,113.88	22 %
	Account Group Total:	0.00	43,309.12	198,423.00	198,423.00	155,113.88	22 %
	Fund Total:	0.00	43,309.12	198,423.00	198,423.00	155,113.88	22 %
	Grand Total:	280,783.73	3,999,389.15	13,293,673.00	13,293,673.00	9,294,283.85	30 %