



Town Council Meeting

October 28, 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/81694745598?pwd=ZLEOH7wyaqiH55VEBnvnZnqPbox54o.1>
Meeting ID: 816 9474 5598 | **Passcode:** 236628

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 June 24, 2024, Town Council Meeting.
- 2.** The approval of the minutes and ratification and confirmation of all Town Council actions at the July 08, 2024, Town Council Meeting.
- 3.** The approval of the minutes and ratification and confirmation of all Town Council actions at the July 22, 2024, Town Council Meeting.
- 4.** The approval of the minutes and ratification and confirmation of all Town Council actions at the September 9, 2024, Town Council Meeting.
- 5.** The approval of the minutes and ratification and confirmation of all Town Council actions at the October 14, 2024, Town Council Meeting.
- 6.** Consideration and Approval: **Town Planner Agreements**

PUBLIC HEARING

OLD BUSINESS

7. Consideration and Approval: Sara Maude Nature Preserve Funding

NEW BUSINESS

8. Consideration and Recommendation: (First Reading) Ordinance 2024-011 - Whispering Heights Rezoning to MDR-2

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO LAND USE; REZONING FROM MEDIUM DENSITY RESIDENTIAL 1 (MDR-1) TO MEDIUM DENSITY RESIDENTIAL 2 (MDR-2) APPROXIMATELY 70.15 ACRES OF LAND LOCATED EAST OF THE NORTHERNMOST SEGMENT OF NORTH BUCKHILL ROAD AND IDENTIFIED BY THE LAKE COUNTY PROPERTY APPRAISER'S PARCEL NUMBERS 36-20-25-0004-000-00900, 36-20-25-0001-000-01000, AND 36-20-25-0004-000-01500, AS WELL AS BY ALTERNATE KEY NUMBERS 3564219, 3877787, AND 3907438; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

- Mayor MacFarlane will read the Ordinance title.
- Town Planner will explain Ordinance 2024-011.
- Mayor MacFarlane will open Public Comment and Questions for this item only.
- Mayor MacFarlane will close Public Comment.
- Motion to approve Ordinance 2024-011.
- Council Discussion.
- Roll Call Vote.

9. Presentation: Mayoral Selection Process (November 12, 2024 Meeting)

DEPARTMENT REPORTS

- 10. Town Manager**

COUNCIL MEMBER REPORTS

- 11. Mayor Pro Tem Gallelli**
- 12. Councilor Lehning**
- 13. Councilor Miles**
- 14. Councilor Lannamañ**
- 15. 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-STTS) and Enhanced Speech to Speech.

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

Topic: **Town Council Meeting**

Time: **Oct 28, 2024 06:00 PM Eastern Time** (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/81694745598?pwd=ZLEOH7wyaqjH55VEBnvnZnqPbox54o.1>

Meeting ID: 816 9474 5598

Passcode: 236628

Dial by your location

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+1 346 248 7799 US (Houston)

Meeting ID: 816 9474 5598

Passcode: 236628

Find your local number: <https://us06web.zoom.us/u/k0wgCrgTe>

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.



Town Council Meeting
June 24, 2024 at 6:00 PM
Howey-in the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

MINUTES

Mayor MacFarlane called the Town Council Meeting to order at 6:00 p.m. Mayor MacFarlane led the attendees in the Pledge of Allegiance to the Flag. Councilor Reneé Lannamañ delivered an invocation.

ROLL CALL

Acknowledgement of Quorum

MEMBERS PRESENT:

Councilor Reneé Lannamañ | Councilor David Miles | Councilor George Lehning | Mayor Pro Tem Marie V. Gallelli | Mayor Martha MacFarlane

STAFF PRESENT:

Sean O’Keefe, Town Manager | Tom Wilkes, Town Attorney | Tom Harowski, Town Planner

AGENDA APPROVAL/REVIEW

Mayor MacFarlane announced that there was no Consent Agenda for the evening’s meeting

Motion made by Councilor Lannamañ to remove the Consent Agenda and to move agenda item #6 (Introduction of Lake County Fire Rescue - Chief Vitta) to appear before the Public Hearings; seconded by Mayor Pro Tem Gallelli. Motion approved unanimously by voice-vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

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 Month DD, YYYY Town Council Meeting.

Mayor MacFarlane announced that there were no items in the Consent Agenda for the evening’s meeting.

NEW BUSINESS (Agenda Item #6 was moved to appear before the Public Hearing portion of the meeting during the Agenda Approval section of the meeting)

6. Discussion: **Introduction of Lake County Fire Rescue - Chief Vitta**

Lake County Fire Rescue Chief Michael Vitta came forward and introduced himself. Chief Vitta announced that he was present at the meeting in an effort to improve customer service. Chief Vitta announced that he was the *de facto* Fire Chief for Howey-in-the-Hills and was available for any questions or concerns in the future.

PUBLIC HEARING

2. Consideration and Recommendation: **440 Avila PL Variance Application**

Town Planner, Tom Harowski, introduced and explained this agenda item. Mr. Harowski stated that the applicant was seeking a variance approval for the placement of a workshop/shed that had already been erected and placed in his side yard. Mr. Harowski stated the workshop was erected without a permit, and they are working now to try and resolve the permit issues. The Planning and Zoning Board considered the request and their recommendation to the Town Council was to approve the workshop at its present location with the requirement that, because of the size of the workshop, that it be painted to match the color of the house.

Mr. Harowski stated that the Public Works Director has expressed an issue with the current location of the workshop. Based on the survey of the property, the workshop is encroaching into the rear yard, drainage easement.

Councilor Lannamañ stated that she agreed with the Public Works Director, that the workshop should be relocated out of the drainage easement.

Mayor MacFarlane asked the owners to come forward, identify themselves, and speak on their behalf. Eric and Nardy Graves came forward and identified themselves as the owners. Mr. Graves stated that the shed was a prefab shed that was placed four inches into a drainage easement and that he had not been issued a building permit for his shed. Mr. Graves stated that he had applied for the permit, but after 2 months he had not been issued the permit, so he had them place the shed.

Mayor MacFarlane opened Public Comment for this item only. Seeing no public comment, Mayor MacFarlane closed Public Comment for this item.

Motion made by Councilor Miles to approve the variance; however, the workshop must be moved 4 inches so that it is outside of the drainage easement, the workshop must be adequately secured for hurricane purposes (to the extent of what the code requires), and the workshop must be painted to match the color of the house; seconded by Councilor Lannamañ. Motion approved unanimously by roll call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

3. Consideration and Approval: (adoption hearing) **Ordinance 2023-013 - Comprehensive Plan Amendment - Future Land Use Element**

Town Attorney, Tom Wilkes, read Ordinance 2024-013 out loud by title only:

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE ELEMENT (FLUE) OF THE TOWN'S ADOPTED COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3184 OF FLORIDA STATUTES; DESCRIBING THE ANALYSIS AND REEVALUATION UNDERTAKEN BY TOWN COUNCIL REGARDING RESIDENTIAL DENSITIES AND LOT SIZES IN POST-2010 RESIDENTIAL DEVELOPMENT IN THE TOWN; AMENDING CERTAIN FLUE POLICIES AND TABLES (i) TO MODIFY THE REQUIREMENTS IN THE "VILLAGE TOWN CENTER" AND "MEDIUM DENSITY RESIDENTIAL" LAND-USE DESIGNATIONS REGARDING DWELLING UNITS PER ACRE, LOT SIZES, MAXIMUM BUILDING HEIGHTS, OPEN-SPACE REQUIREMENTS, AND PARKS AND RECREATION REQUIREMENTS AND (ii) TO ADD A LAND-USE DESIGNATION FOR HIGH-DENSITY RESIDENTIAL DEVELOPMENT; AMENDING OTHER RELATED REQUIREMENTS FOR THOSE LAND-USE DESIGNATIONS; PROVIDING CONFORMING CHANGES; AMENDING POLICY 1.2.6 OF THE FUTURE LAND USE ELEMENT TO LIMIT THE AREAS WHERE THE TOWN MAY ALLOW RESIDENTIAL DEVELOPMENT ON LOTS SMALLER THAN ONE-FOURTH ACRE (10,890 SQ. FT.); PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor MacFarlane opened Public Comment for this item only.

Tim Everline, 1012 N Lakeshore Blvd. – Mr. Everline was concerned about the empty lots in the Town Center Overlay. Mr. Everline had questions about what roads were collector roads and he was concerned about Citrus Ave. being considered a collector road.

Peter Tuite, 300 E. Croton Way – Mr. Tuite was concerned about high density zoning areas and wanted them removed.

Larry Morris, 800 N Citrus Ave. – Mr. Morris was opposed to N. Citrus Ave being considered a collector road.

Ellen Yarckin, 800 N Citrus Ave – Mrs. Yarckin did not want smaller lots allowed into the Town.

Frances Wagler, 409 W. Central Ave. – Mrs. Wagler was concerned about the Town Center Overlay area being so large.

Motion made by Councilor Miles to approve Ordinance 2023-013 with 10 amendments to the Ordinance:

- 1) On page i-43, line 10 remove the words "and North Citrus Avenue"
- 2) On page i-12, under the High density section of the table, replace the word "ration" with "ratio"
- 3) On page i-10, under the iii section of minimum requirements for Village Mixed Use have 5% active recreation uses changed to 3%.
- 4) On page i-11, in the first line of the table change 5% to 3%
- 5) On page i-31, in the table, change the sentence "Maximum building height is 2-1/2 stories and no higher than 30 feet." to read "Maximum building height is 35 feet."
- 6) On page i-33 in the table change the active recreational uses requirement from 5% to 3% in two places.
- 7) On page i-36, change the HDR density to from 12.0 to 10.0 dwelling units per acre and the townhouse units from 8.0 to 6.0 units per acre.
- 8) On page i-36, in the table change the word "unites" to "units".
- 9) on page i-41, move the High Density Residential block on the table to appear directly after the Medium Density Residential block, rath than at the end of the table.
- 10) On page i-43, remove section (i) entirely from Policy 1.2.6 and insert the words "single family"

between “residential” and “development” in the first sentence.

Motion seconded by Councilor Lehning. Motion approved unanimously by roll call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

4. Consideration and Approval: (First Reading) **Ordinance 2024-007 Esch Parcel Comprehensive Plan Amendment**

Town Attorney, Tom Wilkes, read Ordinance 2024-007 out loud by title only:

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO LAND USE; AMENDING THE FUTURE LAND USE MAP OF THE TOWN’S COMPREHENSIVE PLAN FOR A 4.45-ACRE PARCEL LOCATED ON THE WEST SIDE OF STATE ROAD 19, SOUTH OF REVELS ROAD, AS LEGALLY DESCRIBED IN THE ORDINANCE, FROM ITS CURRENT DESIGNATION OF “VILLAGE MIXED USE” TO THE DESIGNATION OF “NEIGHBORHOOD COMMERCIAL”; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Planner, Tom Harowski, stated that the presentation for Ordinance 2024-007 and Ordinance 2024-008 (which appears as Agenda Item #5) would be combined and that discussion and Public Comment for the items should be combined as well. Mr. Wilkes stated that, if that were the case, he should read out loud the title block for Ordinance 2024-008.

Mr. Wilkes, read Ordinance 2024-008 out loud by title only:

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO LAND USE; REZONING A 4.45-ACRE PARCEL OF LAND LOCATED ON THE WEST SIDE OF STATE ROAD 19 AND SOUTH OF REVELS ROAD AND IDENTIFIED WITH LAKE COUNTY PROPERTY APPRAISER PARCEL NUMBER 02-21-25-0002-000-00500 AND ALTERNATE KEY NUMBER 1704171; AMENDING THE TOWN’S ZONING MAP TO ZONE THE PROPERTY FROM “VILLAGE MIXED USE PLANNED USE DEVELOPMENT” TO “NEIGHBORHOOD COMMERCIAL”; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Mr. Harowski explained that the applicant wanted to eventually build two buildings on his property. The first building would be for his veterinary business. Mr. Harowski reviewed the Town Planner staff report with the Town Council.

Mayor MacFarlane asked if there was a representative from the applicant. Bob Ziegenfus from Z Development Services introduced himself, complimented Mr. Harowski for his presentation on their project, and said he was available to answer questions.

Mayor MacFarlane opened Public Comment for this item only.

Elen Yarckin, 800 N Citrus Ave. – Mrs. Yarckin wanted to know what kind of veterinarian was wanting to come into town.

Peter Tuite, 300 E Croton Way – Mr. Tuite was concerned that allowing the rezoning to neighborhood commercial would hurt the Town’s fight over the rezoning of the Asma parcel.

Mayor MacFarlane closed Public Comment for this item.

Motion made by Councilor Miles to approve Ordinance 2024-007 to a second reading; seconded by Mayor MacFarlane. Motion approved by roll call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

OLD BUSINESS

None

NEW BUSINESS

5. Consideration and Approval: (First Reading) **Ordinance 2024-008 - Esch Parcel Rezoning to Neighborhood Commercial (DISCUSSION FOR THIS ITEM WAS COMBINED INTO AGENDA ITEM #4)**

Motion made by Councilor Miles to approve Ordinance 2024-008 to a second reading; seconded by Councilor Lehning. Motion approved unanimously by roll call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

6. Discussion: **Introduction of Lake County Fire Rescue - Chief Vitta**

This Agenda Item was moved to appear before the Public Hearing section of the meeting during the Agenda Approval section of the meeting.

7. Consideration and Approval: **Selection of Dates for FY24-25 Budget Workshops**

July 12, 2024, at 3:00 p.m. was selected for the first budget workshop and July 26, 2024, at 9:00 a.m. was selected.

8. Discussion: **Central Lake CDD Agreement**

Town Attorney, Tom Wilkes, reviewed a proposed wastewater treatment Central Lake CDD Agreement amendment with the Town Council. A lengthy discussion ensued.

Mayor MacFarlane opened Public Comment for this item only.

Tim Everline, 1012 N Lakeshore Blvd. – Mr. Everline stated that he believed the wastewater treatment plant should be independently inspected at the cost of the Central Lake CDD.

Larry Morris, 800 N Citrus Ave. – Mr. Morris stated that the Central Lake CDD wastewater treatment plant was installed in 2007, and replacement parts will be expensive.

John Manning, 108 E Holly St. – Mr. Manning had questions about sewer capacity as it relates to the Downtown Sewer Project.

DEPARTMENT REPORTS

9. Town Manager

Town Manager, Sean O’Keefe, stated the Asma hearing date has been selected, and it will take place on September 27, 2024, at 9:00 a.m. in the Town’s library. The hearing will be public.

COUNCIL MEMBER REPORTS

10. Mayor Pro Tem Gallelli

Mayor Pro Tem Gallelli asked the Town Attorney who could speak at the Asma Special Magistrate Hearing. Mr. Wilkes stated that, aside from official Town representatives, only abutting property owners or members of the public who spoke during previous meetings in which the Asma Parcel was discussed were allowed to speak.

11. Councilor Lehning

None

12. Councilor Miles

Councilor Miles asked the Town Manager when paving on N Citrus Ave would start. Mr. O’Keefe stated that he hoped they would be able to start in 2 to 6 months.

Councilor Miles asked about the status of the grant funding for the two backup pump/generators for the Venezia lift stations. Mr. O’Keefe stated that the Town was still awaiting a response from FDEM. Councilor Miles stated that the Town should look for alternative ways to fund the project.

Councilor Miles spoke about the Talichet lift station. Councilor Miles stated that he believed this lift station should be owned and managed by the Town. Councilor Miles wanted the Town to speak with the HOA about this topic.

13. Councilor Lannamañ

Councilor Lannamañ was concerned about the Town being dependent on the Central Lake CDD. Councilor Lannamañ stated she believes that the Town needed to be more independent.

14. Mayor MacFarlane

Mayor MacFarlane asked about the status of Water Treatment Plant #3. James South, Public Utilities Supervisor, gave a status update on the project.

Mayor MacFarlane stated that she would like the Town to have a mandatory time-off policy in the Town’s Personnel Policy.

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.

Tim Everline, 1012 N Lakeshore Blvd – Mr. Everline was concerned with speeding on Lakeshore Blvd. Mr. Everline also thought the Town should investigate purchasing its own fogging machine so that it could fog for mosquitoes and midges.

Fran Wagler, 409 W Central Ave. – Mrs. Wagler had questions about the Town Water Bill and N. Citrus Ave project.

ADJOURNMENT

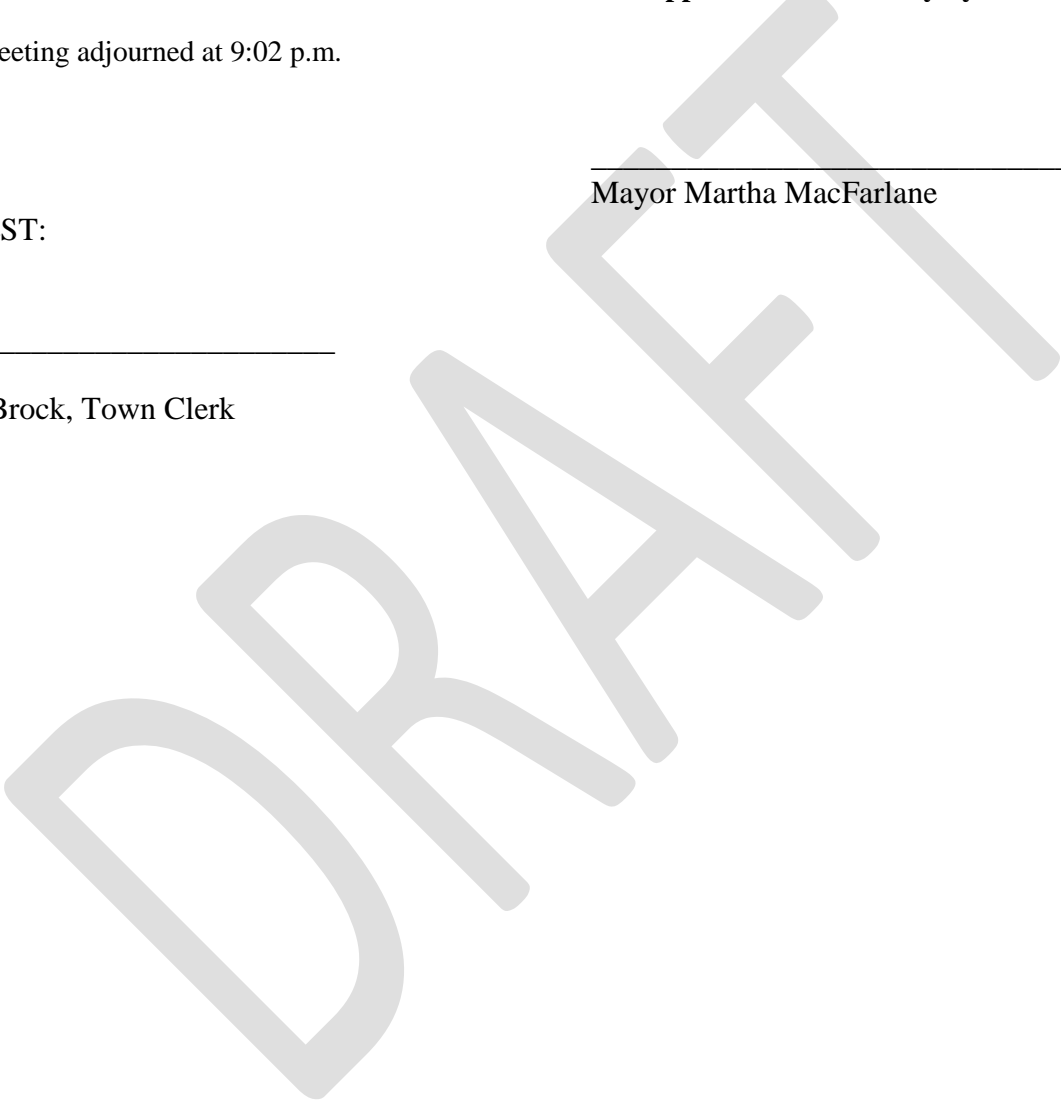
There being no further business to discuss, a motion was made by Councilor Miles to adjourn the meeting; Mayor Pro Tem Gallelli seconded the motion. Motion was approved unanimously by voice vote.

The Meeting adjourned at 9:02 p.m.

Mayor Martha MacFarlane

ATTEST:

John Brock, Town Clerk





Town Council Meeting
July 08, 2024, at 6:00 PM
Howey-in the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

MINUTES

Mayor MacFarlane called the Town Council Meeting to order at 6:00 p.m. Mayor MacFarlane led the attendees in the Pledge of Allegiance to the Flag. Councilor Reneé Lannamañ delivered an invocation.

ROLL CALL

Acknowledgement of Quorum

MEMBERS PRESENT:

Councilor Reneé Lannamañ | Councilor David Miles | Councilor George Lehning | Mayor Pro Tem Marie V. Gallelli | Mayor Martha MacFarlane

STAFF PRESENT:

Sean O’Keefe, Town Manager | Tom Wilkes, Town Attorney | Rick Thomas, Police Chief | John Brock, Deputy Town Manager / Town Clerk

AGENDA APPROVAL/REVIEW

Motion made by Councilor Lannamañ to approve the meeting’s agenda, while removing item #3 (Whispering Heights Final Subdivision Plan) from the meeting’s agenda; seconded by Councilor Miles. Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

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 May 13, 2024 Town Council Meeting.

Motion made by Councilor Lannamañ to approve the Consent Agenda; seconded by Councilor Lehning. Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

PUBLIC HEARING**OLD BUSINESS****NEW BUSINESS**

2. Consideration and Approval: **Municipal Election Proclamation**

Mayor MacFarlane read the Municipal Election Proclamation out loud.

Motion made by Councilor Lannamañ to approve of the Proclamation; seconded by Councilor Lehning. Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

3. Consideration and Approval: **Whispering Heights Final Subdivision Plan**

This item was removed from the meeting's agenda during the Agenda Approval section of the meeting.

4. Consideration and Approval: **Selection of TRIM Meeting Dates**

Town Manager, Sean O'Keefe, recommended dates for the Millage and Budget Tentative and Final Hearings. There was a consensus from the Town Council that the Tentative Public Hearing should be scheduled for September 4th at 5:05 pm. and the Final Public Hearing should be scheduled for September 23rd at 5:05 pm.

5. Consideration and Approval: **FY2025 School Resource Officer (SRO) Contract Approval**

Police Chief, Rick Thomas, reviewed the FY2025 SRO contract with the Town Council.

Councilor Lehning was concerned that SRO contract did not fully pay for the SRO officers, and he did not think that the Town was in a position to be subsidizing the costs for the Lake County School Board.

Mayor MacFarlane opened Public Comment for this item only.

Peter Tuite, 300 E Croton Way – Mr. Tuite was concerned about the liability of hiring the SROs and he wanted to know what the School Board gets paid by the State to hire the SROs.

Tim Everline, 1012 N Lakeshore Blvd. – Mr. Everline had questions about the SRO contract and its timing.

Mayor MacFarlane closed Public Comment for this item.

Motion made by Councilor Miles to approve the FY2025 SRO Contract; seconded by Mayor MacFarlane. Motion approved by roll call vote.

Voting**Yea:** Councilor Lannamañ, Councilor Miles, Mayor Pro Tem Gallelli, Mayor MacFarlane**Nay:** Councilor Lehning**DEPARTMENT REPORTS**

6. Town Hall

This report was included in the meeting's packet.

7. Police Department

Police Chief, Rick Thomas, spoke about the two new police vehicles that were being purchased with grant funds.

Councilor Miles wanted to know why the two Police vehicles would be purchased in Georgia. Police Chief Thomas stated that this was where he could find the vehicles in stock and at the best price.

Motion made by Councilor Miles to approve the PD vehicle purchase; seconded by Mayor MacFarlane. Motion approved unanimously by voice vote.

Voting**Yea:** Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane**Nay:** None

8. Code Enforcement

This report was included in the meeting's packet.

9. Public Works

This report was included in the meeting's packet.

10. Library

This report was included in the meeting's packet.

11. Parks & Recreation Advisory Board / Special Events

None

12. Town Attorney

None

13. Finance Supervisor

This report was included in the meeting's packet.

14. Town Manager

Town Manager, Sean O'Keefe, gave an update on the Water Treatment Plant #3's design and construction. Councilor Miles asked what alternative items would have to be utilized in the design. Mr.

O’Keefe stated that this was still yet to be determined and was based off of the water quality tests being conducted on the two new wells.

COUNCIL MEMBER REPORTS

15. Mayor Pro Tem Gallelli

Mayor Pro Tem Gallelli asked about the next steps with the agreement discussion with the Central Lake CDD. Mr. O’Keefe stated that he would be having separate conversations with all Town Councilors individually to discuss the proposed agreement.

16. Councilor Lehning

Councilor Lehning asked about the status of the proposed library expansion. Mr. O’Keefe stated that the County Library Board would have to review any submission from the Town next spring.

17. Councilor Miles

Councilor Miles asked when the Citrus Ave project would begin construction. Mr. O’Keefe stated that he would get a possible timetable for the project to start and end from Paquette.

Councilor Miles asked about the status of the FDEM grant application for the backup generator/pump for the Venezia lift stations. Mr. O’Keefe stated that the Town was still waiting for a decision from FDEM.

Councilor Miles stated that he believed that the Town should take over the Talichet Lift Station.

18. Councilor Lannamañ

Councilor Lannamañ asked about where the Town is with procuring a loan to fund the Sara Maude Mason Nature Preserve Boardwalk Project. Mr. O’Keefe stated that this item would be coming before the Town Council during the next meeting.

19. Mayor MacFarlane

Mayor MacFarlane asked about the status of the Pine Park sign. Mr. O’Keefe stated that the Town would be posting a “coming soon” sign for the park within the week.

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.

Tim Everline, 1012 N Lakeshore Blvd. – Mr. Everline stated that he thought that the Public Works Director, Morgan Cates, should be in attendance at all Town Council meetings. Mr. Everline stated that he would like the Town to look into procuring a fogging machine so that the Town could fog for midges.

Andi Everline, 1012 N Lakeshore Blvd. – Mrs. Everline stated that she believes that all the survey stakes were removed at a retention pond.

Alan Hayes, 111 Island Dr. – Mr. Hayes wanted to know when the public would find out the results of the Town Council’s shade meeting. Town Attorney, Tom Wilkes, stated that the transcript from the shade meeting would only be released after litigation had concluded.

Peter Tuite, 300 E Croton Way – Mr. Tuite stated that he wanted a more comprehensive Water Quality Report than what the Town had released.

ADJOURNMENT

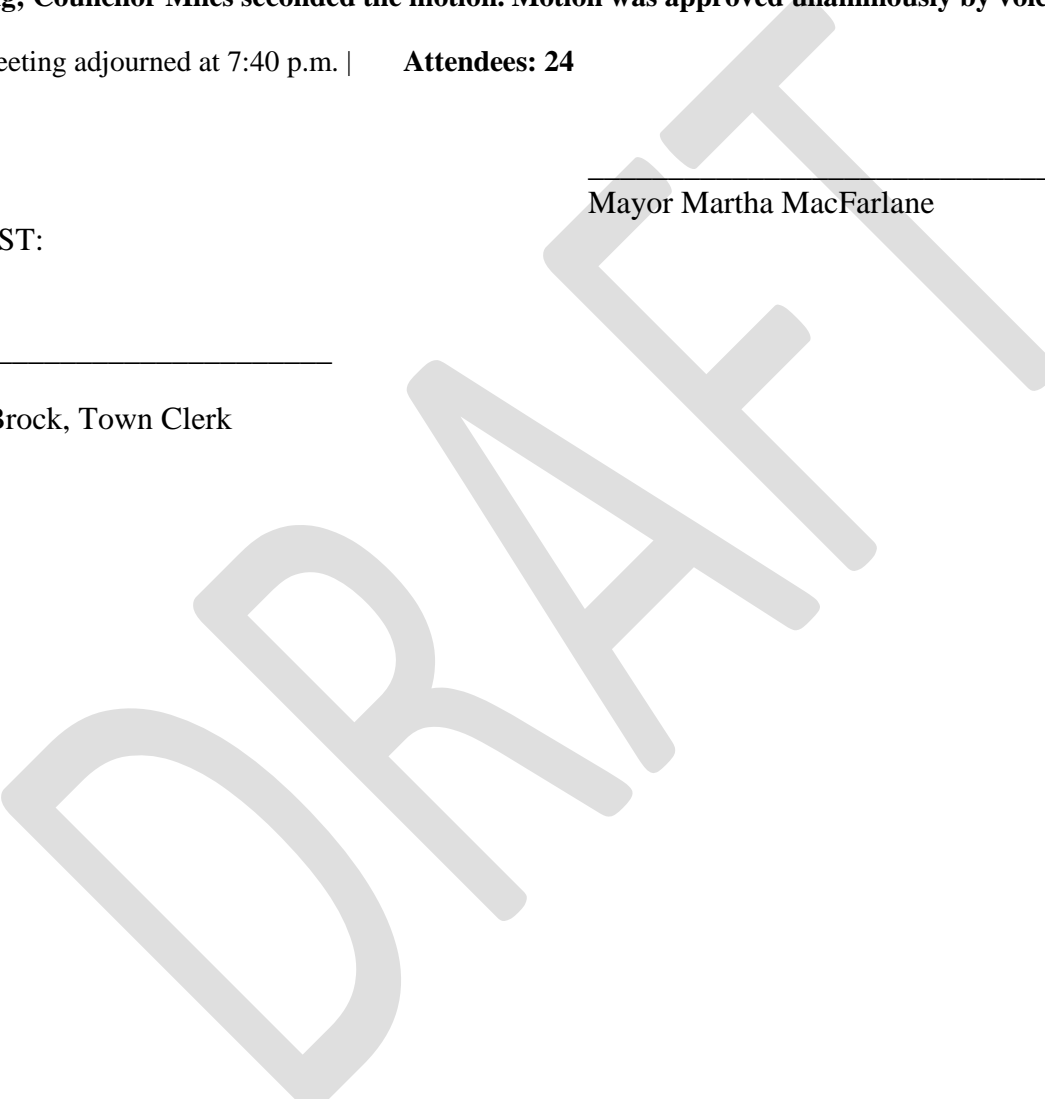
There being no further business to discuss, a motion was made by Councilor Lannamañ to adjourn the meeting; Councilor Miles seconded the motion. Motion was approved unanimously by voice vote.

The Meeting adjourned at 7:40 p.m. | **Attendees: 24**

Mayor Martha MacFarlane

ATTEST:

John Brock, Town Clerk





Town Council Meeting
July 22, 2024 at 6:00 PM
Howey-in the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

MINUTES

Mayor MacFarlane called the Town Council Meeting to order at 6:00 p.m.
Mayor MacFarlane led the attendees in the Pledge of Allegiance to the Flag.

ROLL CALL

Acknowledgement of Quorum

MEMBERS PRESENT:

Councilor Reneé Lannamañ (via Zoom, arrived at 6:05 PM) | Councilor David Miles | Councilor George Lehning
Mayor Pro Tem Marie V. Gallelli | Mayor Martha MacFarlane

STAFF PRESENT:

Sean O’Keefe, Town Manager | Tom Wilkes, Town Attorney | Tom Harowski (via Zoom | Rick Thomas, Police
Chief | John Brock, Deputy Town Manager / Town Clerk

AGENDA APPROVAL/REVIEW

**Motion made by Councilor Miles to approve the meeting’s agenda; seconded by Councilor Lehning.
Motion approved unanimously by voice vote.**

Voting

Yea: Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane
Nay: None

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.

Motion made by Councilor Miles, Seconded by Mayor Pro Tem Gallelli. Motion approved unanimously by voice vote.

Voting

Yea: Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane
Nay: None

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the July 12, 2024 Town Council Budget Workshop.
2. Consideration and Approval: **Lake County Library Services Interlocal Agreement, Third Amendment**

Motion made by Councilor Miles to approve all the items in the meeting's Consent Agenda; seconded by Mayor Pro Tem Gallelli. Motion approved unanimously by voice vote.

Voting

Yea: Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

PUBLIC HEARING

3. Consideration and Approval: (Second Reading) **Ordinance 2024-007 Esch Parcel Comprehensive Plan Amendment**

Town Attorney, Tom Wilkes, explained that the Town Council would combine the discussion of Agenda Items #3, #4, #5, and #6. Mr. Wilkes stated that discussion for all four agenda items and the Public Comment for all four agenda items would be combined. Mr. Wilkes explained that only the votes for each agenda item would be separate.

Mr. Wilkes read Ordinance 2024-007 out loud by title only:

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO LAND USE; AMENDING THE FUTURE LAND USE MAP OF THE TOWN'S COMPREHENSIVE PLAN FOR A 4.45-ACRE PARCEL LOCATED ON THE WEST SIDE OF STATE ROAD 19, SOUTH OF REVELS ROAD, AS LEGALLY DESCRIBED IN THE ORDINANCE, FROM ITS CURRENT DESIGNATION OF "VILLAGE MIXED USE" TO THE DESIGNATION OF "NEIGHBORHOOD COMMERCIAL"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Mr. Wilkes read Ordinance 2024-008 out loud by title only:

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO LAND USE; REZONING A 4.45-ACRE PARCEL OF LAND LOCATED ON THE WEST SIDE OF STATE ROAD 19 AND SOUTH OF REVELS ROAD AND IDENTIFIED WITH LAKE COUNTY PROPERTY APPRAISER PARCEL NUMBER 02-21-25-0002-000-00500 AND ALTERNATE KEY NUMBER 1704171; AMENDING THE TOWN'S ZONING MAP TO ZONE THE PROPERTY FROM "VILLAGE MIXED USE PLANNED USE DEVELOPMENT" TO "NEIGHBORHOOD COMMERCIAL"; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Councilor Lannamañ arrived at the meeting via Zoom at 6:05 PM.

Town Planner, Tom Harowski, reviewed his staff report with the Town Council.

Mayor MacFarlane asked that a representative for the applicant come forward and speak on their behalf. Bob Ziegenfuss, owner/Professional Engineer for Z Development Service, came forward, introduced himself, and offered to answer questions about the 4 agenda items that were being reviewed.

Mayor MacFarlane opened Public Comment for Agenda Items #3, #4, #5, and #6. There were no comments from the public. Mayor MacFarlane closed Public Comment for Agenda Items #3, #4, #5, and #6.

Motion made by Councilor Miles to approve Ordinance 2024-007; seconded by Councilor Lehning. Motion approved unanimously by roll call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

4. Consideration and Approval: (Second Reading) **Ordinance 2024-008 - Esch Parcel Rezoning to Neighborhood Commercial**

Motion made by Councilor Miles to approve Ordinance 2024-008; seconded by Mayor Pro Tem Gallelli. Motion approved unanimously by roll call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

5. Consideration and Recommendation: **Esch Parcel Conditional Use Application**

Motion made by Councilor Lehning to approve the Esch Parcel Conditional Use Application; seconded by Councilor Miles. Motion approved unanimously by roll call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

6. Consideration and Recommendation: **Esch Parcel Variance Application**

Motion made by Councilor Miles to approve the Esch Parcel Variance Application; seconded by Mayor Pro Tem Gallelli. Motion approved unanimously by roll call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

OLD BUSINESS

None

NEW BUSINESS

7. Discussion: **Review of FY2022-2023 Audit**

Mayor MacFarlane asked Curt Binney with Binney Account and Assurance Services to come forward and present the Town's audit for Fiscal Year 2023. Mr. Binney stated that the audit report was timely filed with the State of Florida as required by Florida Statute.

Mr. Binney stated that he was issuing a report of “Unmodified”, which means he found in the Town’s report that materially would affect the user, the Town’s citizens, or the state of Florida. Mr. Binney also stated that he was issuing a report on Internal Control, in that report Mr. Binney found no significant weaknesses or deficiencies. Mr. Binney stated that there had been some personnel changes within the Town’s Financial Department but given that the Town utilizes Milestone for financial assistance and other staff that has been consistent, Mr. Binney found no weaknesses in the Town’s Internal Control.

Mr. Binney stated that he issued a report or Management Letter that found nothing of significant issue that he needed to bring before the Council.

Mr. Binney stated that there was an Accountant’s Report that was required by Florida statute and, in that report, Mr. Binney issued a “Clean Opinion”.

Mr. Binney stated that the Town’s financials are “Well Written” or “Fairly Stated”.

Councilor Miles stated that he had problems with the audit report. Councilor Miles stated that he would like to see the labels on the table on page 7 of the report changed. Mr. Binney stated that could be done for next year.

Councilor Miles stated that he was concerned about Building Services being listed in the report under Public Safety. Mr. Binney stated that it was general practice for Building Services to be listed under Public Safety.

Councilor Miles stated that the Town’s total expenditure exceeded its budget by \$3,920, and Councilor Miles wanted to know if Mr. Binney should have made a bigger note of this in the Town’s audit. Mr. Binney stated that he did not find this unusual; many municipalities in Florida will go over budget and will use other fund sources to cover those.

Councilor Miles stated that the most important thing that he observed in the Town Audit that needed to be changed was in footnote #1, under paragraph A (on page 23), the form of government was listed incorrectly as “an elected mayor and a 4-member council”. Councilor Miles pointed out that the form of government was incorrect: the Town has a Council/Manager form of government, with the mayor being selected from the 5 member Town Council. Councilor Miles stated that the mayor was a ceremonial position. Councilor Miles would like to see this fixed on the report.

Councilor Miles wants to propose that the Audited Financial be completed no later than March 31st of the next year.

Councilor Miles stated that he believed the Finance Supervisor leaving was a real problem.

Mayor MacFarlane opened Public Comment, but seeing no comments, Mayor MacFarlane closed the Public Comment.

8. Consideration and Approval: **Resolution 2024-002 - Proposed Maximum Millage Rate**

Town Attorney, Tom Wilkes, read Resolution 2024-002 out loud.

Town Manager, Sean O’Keefe, stated that the Town was required to state the maximum millage that it would be seeking for the upcoming fiscal year and the date, time and location of the Tentative Millage and Budget Public Hearing. Mr. O’Keefe stated that the millage rate that the Town Council should propose as its maximum millage rate was 7.5, the same rate as the previous year. Mr. O’Keefe also stated that the proposed date, time and location for the Tentative Millage and Budget Public Hearing was Wednesday, September 4, 2024, at 5:05 PM, and would be held in Town Hall.

Councilor Miles stated that, in the previous year, he had sought to have the Town Council lower the Town's millage rate and his motion to do that last year was out-voted. Councilor Miles stated that he would attempt to lower the millage rate again and hoped that some of his fellow Town Councilors would assist him.

Mayor MacFarlane stated that she did not want to make a decision during the current Town Council meeting on lowering the millage rate but might support that after the scheduled Budget Workshop (which was scheduled for Friday, July 26, 2024). Mayor Pro Tem Gallelli agreed with Mayor MacFarlane.

Councilor Lehning stated that, with the economy being what it was, and with the lack of upcoming development scheduled within the Town, now was not the time to lower the millage rate.

Councilor Lannamañ agreed with Mayor MacFarlane and Mayor Pro Tem Gallelli, in that she might support lowering the millage after the upcoming Budget Workshop, but not during the current meeting.

Councilor Miles stated that he wanted the Town Manager to prepare 3 budgets for the upcoming workshop, one with a millage rate of 7.5, another with a millage rate of 7.45, and another with the millage rate set to 7.4.

Mayor MacFarlane opened Public Comment, but seeing no comments, Mayor MacFarlane closed the Public Comment.

Motion made by Councilor Lehning to approve Resolution 2024-002; seconded by Councilor Miles. Motion approved unanimously by roll call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

9. **Consideration and Approval: (first reading) Ordinance 2024-009 **Readoption of Comprehensive Plan Amendment - Future Land Use Element****

Town Attorney, Tom Wilkes, read Ordinance 2024-009 out loud by title only:

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE ELEMENT (FLUE) OF THE TOWN'S ADOPTED COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3184 OF FLORIDA STATUTES; DESCRIBING THE ANALYSIS AND REEVALUATION UNDERTAKEN BY TOWN COUNCIL REGARDING RESIDENTIAL DENSITIES AND LOT SIZES IN POST-2010 RESIDENTIAL DEVELOPMENT IN THE TOWN; AMENDING CERTAIN FLUE POLICIES AND TABLES (i) TO MODIFY THE REQUIREMENTS IN THE "VILLAGE TOWN CENTER" AND "MEDIUM DENSITY RESIDENTIAL" LAND-USE DESIGNATIONS REGARDING DWELLING UNITS PER ACRE, LOT SIZES, MAXIMUM BUILDING HEIGHTS, OPEN-SPACE REQUIREMENTS, AND PARKS AND RECREATION REQUIREMENTS AND (ii) TO ADD A LAND-USE DESIGNATION FOR HIGH-DENSITY RESIDENTIAL DEVELOPMENT; AMENDING OTHER RELATED REQUIREMENTS FOR THOSE LAND-USE DESIGNATIONS; PROVIDING CONFORMING CHANGES; AMENDING POLICY 1.2.6 OF THE FUTURE LAND USE ELEMENT TO LIMIT THE AREAS WHERE THE TOWN MAY ALLOW RESIDENTIAL DEVELOPMENT ON LOTS SMALLER THAN ONE-FOURTH ACRE (10,890 SQ. FT.); REPEALING AND SUPERCEDING ORDINANCE 2023-013; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Wilkes explained that the Town needed to readopt Ordinance 2023-013 because the Town had submitted Ordinance 2024-013 to the State for review 3 days outside of the 10-day submittal window.

Mr. Wilkes stated that the Town Council would get to vote on the amendment to the Town's Land Development Code once the Comprehensive Plan amendment was completed.

Councilor Miles stated that he was concerned that there would be issues with the Mission Rise development with the delay of the amendments to the Town's Comprehensive Plan.

Mayor MacFarlane opened Public Comment, but seeing no comments, Mayor MacFarlane closed the Public Comment.

Motion made by Mayor Pro Tem Gallelli to approve Ordinance 2024-009 to a second reading; seconded by Councilor Lehning. Motion approved unanimously by roll call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

10. Presentation: **AlertLake Emergency Notification System**

Town Manager, Sean O'Keefe, explained the process that a resident would have to go through to enroll in the Lake County AlertLake Emergency Notification System.

Mayor MacFarlane opened Public Comment, but seeing no comments, Mayor MacFarlane closed the Public Comment.

11. Consideration and Approval: **Lake Harris Amended and Restated Access Easement Agreement**

Town Manager, Sean O'Keefe, explained that the Lake Harris Amended and Restated Access Easement Agreement was necessary due to changes in the proposed road plan for the service road that connects County Road 48 with the Town Water Treatment Plant #3 and the proposed Publix commercial area in the Lake Hills PUD.

Mayor MacFarlane opened Public Comment for this item only.

Tim Everline, 1012 N Lakeshore Blvd. – Mr. Everline stated that he did not believe this agreement was a good one for the Town.

Mayor MacFarlane closed Public Comment for this item.

Motion made by Councilor Miles to approve the Lake Harris Amended and Restated Access Easement Agreement with changes from the Town Attorney as long as the Town Attorney and Town Manager agree on the changes; seconded by Mayor Pro Tem Gallelli. Motion approved by roll call vote.

Voting

Yea: Councilor Miles, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: Councilor Lannamañ

DEPARTMENT REPORTS

12. Town Manager

Town Manager, Sean O’Keefe, stated that, as requested in the previous Town Council meeting, he had spoken with one of the Town’s pavement construction companies, Paquette Company, and if the Town was ready to sign an agreement the day of the meeting, they would not be scheduled for the construction to commence for at least 90 days.

Mr. O’Keefe stated that interviews for the open Finance Supervisor position were ongoing, and he hoped the position would be filled soon.

COUNCIL MEMBER REPORTS

13. Mayor Pro Tem Gallelli

Mayor Pro Tem Gallelli congratulated the Town’s Public Works staff on the refresh of the fountain outside of Town Hall, and that she believed it looked good.

14. Councilor Lehning

Councilor Lehning suggested that the Town consider sending the Citrus Ave Project out for bids, rather than using the one of the companies that the Town already had under contract.

Councilor Lehning stated that he wanted an Agenda Item placed on the next meeting agenda that would be “Training for Incoming Town Councilors”.

15. Councilor Miles

Councilor Miles stated that he believed that the Town’s transportation budget should exceed \$400,000 for the next year.

Councilor Miles asked if the Town Engineer had already begun engineering the next two roads that should be repaired during 2025. Mr. O’Keefe stated that he would check on the status of the re-engineering of those roads with the Town Engineer, Don Griffey.

16. Councilor Lannamañ

None

17. Mayor MacFarlane

Mayor MacFarlane suggested that the Town look into ensuring that the Town had appropriate ADA access to the finger piers on the lake.

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.

None

ADJOURNMENT

There being no further business to discuss, a motion was made by Mayor Pro Tem Gallelli to adjourn the meeting; Councilor Miles seconded the motion. Motion was approved unanimously by voice vote.

The Meeting adjourned at 8:02 p.m. | **Attendees: 28**

Mayor Martha MacFarlane

ATTEST:

John Brock, Town Clerk

DRAFT



Town Council Meeting
September 9, 2024, at 6:00 PM
Howey-in the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

MINUTES

Mayor MacFarlane called the Town Council Meeting to order at 6:00 p.m. Mayor MacFarlane led the attendees in the Pledge of Allegiance to the Flag. Councilor Reneé Lannamañ delivered an invocation.

ROLL CALL

Acknowledgement of Quorum

MEMBERS PRESENT:

Councilor Reneé Lannamañ | Councilor David Miles | Councilor George Lehning | Mayor Martha MacFarlane

MEMBERS EXCUSED ABSENT:

Mayor Pro Tem Marie V. Gallelli

STAFF PRESENT:

Sean O’Keefe, Town Manager | Tom Wilkes, Town Attorney | Morgan Cates, Public Works Director | Rick Thomas, Police Chief | John Brock, Deputy Town Manager / Town Clerk

AGENDA APPROVAL/REVIEW

Town Manager, Sean O’Keefe, explained that the applicant has requested that Agenda Item #4 be moved to the next Town Council meeting.

Councilor Miles had a question that pertained to Agenda Item #7 (**Councilor Lannamañ Rebuttal to Land Development Code amendments 2024**). Councilor Miles pointed out that Councilor Lannamañ was on the losing side of the vote on this issue during the last Town Council meeting and Councilor Miles asked the Town Attorney if Councilor Lannamañ was allowed to bring up this item again under Roberts Rules of Order. Town Attorney, Tom Wilkes, stated that, typically under Roberts Rules of Order, an individual on the losing side of a vote can not bring the item back up for vote again, however, there was nothing that kept the Town Council from having a discussion on the item.

Motion made by Councilor Miles to approve the meeting’s agenda while removing Agenda Item #4; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor MacFarlane

Nay: None

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.

Motion made by Councilor Miles, Seconded by Mayor MacFarlane.

Voting Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor MacFarlane

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the August 26, 2024, Town Council Meeting.
2. The approval of the minutes and ratification and confirmation of all Town Council actions at the September 4, 2024, Town Council Public Hearing on Tentative Budget and Proposed Millage Rate.

Motion made by Councilor Miles to approve the Consent Agenda; seconded by Mayor MacFarlane. Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor MacFarlane

Nay: None

PUBLIC HEARING

None

OLD BUSINESS

3. Consideration and Approval: **SLRTAC Agreement**

Mayor MacFarlane asked James Kinzler with Kinz Consulting to speak. Mr. Kinzler stated that he was the oversight consultant for the South Lake Regional Technical Advisor Committee (SLRTAC). Mr. Kinzler stated that SLRTAC was an advisory/fact-finding committee established for projects that promote non-traditional water supplies. The goal of SLRTAC is to aid and develop a long-term sustainable and affordable water supply for Lake County.

Mr. Kinzler stated that the City of Groveland volunteered to be the procuring agency for SLRTAC; the prior procuring agency was the City of Clermont. Mr. Kinzler stated that a member agency can exit SLRTAC with written notice of 60 days.

Mr. Kinzler stated that one of the benefits of joining SLRTAC would be that the St Johns River Water Management District strongly encourages a collaborative approach and, by joining SLRTAC, it should aid the Town of Howey-in-the-Hills in acquiring a longer Consumptive Use Permit (CUP).

Mayor MacFarlane opened Public Comment for this item only.

Eric Gunesch, 448 Avila Pl. – Mr. Gunesch stated that it seemed like a good idea for the Town to join SLRTAC and the cost of joining seemed like a nominal amount.

Mayor MacFarlane closed Public Comment for this item.

Motion made by Councilor Lannamañ to approve the SLRTAC Agreement; seconded by Mayor MacFarlane. Motion approved by roll call vote.

Voting**Yea:** Councilor Lannamañ, Councilor Lehning, Mayor MacFarlane**Nay:** Councilor Miles4. Consideration and Approval: **Cedar Creek Water Agreement**

This Agenda Item was removed during the Agenda Approval section of the meeting.

5. Discussion: **N. Citrus Ave. Reconstruction Project**

Town Manager, Sean O’Keefe, gave a status update on this project. Mr. O’Keefe explained that the Town Engineer has submitted access permit applications to FDOT and a permit application to DEP for water main abandonment and replacement and hopes to have approval for these in early October. Mr. O’Keefe stated that the Town’s surveying company, George F Young, is actively working on a re-platting of 4 parcels on the north side of the Citrus and Camelia intersection. Mr. O’Keefe stated that, in addition to that re-platting work, George F Young also needs to submit sketches and describing for the 3 lots on the east side of Citrus Ave. Mr. O’Keefe stated that he expected completion from George F Young was within the next two weeks. Mr. O’Keefe stated that there would be multiple rounds of interaction with the property owners and their lawyers prior to the final completion of the re-platting project. Mr. O’Keefe stated that the final step of the re-platting project would be its approval by the Town Council.

Mr. O’Keefe stated that, when the re-platting project is complete, the Town then could schedule the repaving project with Paquette Company.

Mayor MacFarlane opened Public Comment for this item only.

Eric Gunesch, 448 Avila Pl. – Mr. Gunesch stated that this was a necessary expense and should be approved.

Graham Wells, 718 Calabria Way - Mr. Wells questioned if it was normal procedure to accept a motion on a discussion item.

Town Attorney, Tom Wilkes, stated that it could be done.

Motion made by Councilor Miles to approve Paquette’s \$414,966.75 North Citrus Ave Road improvement bid, with the \$4,356.75 to be funded out of the sidewalk maintenance budget line (in the General Fund) and the potable water improvement of \$64,490 to be funded out of the water fund and to fund the remaining portion out of the Transportation Fund with the Notice to Proceed not be done until the re-platting project is complete and the Town Manager signs off on it; seconded by Councilor Lehning. Motion approved by roll call vote.

Voting**Yea:** Councilor Miles, Councilor Lehning, Mayor MacFarlane**Nay:** Councilor Lannamañ**NEW BUSINESS**6. Consideration and Approval: **Deaccession of Town Inventory**

Town Manager, Sean O’Keefe, explained that the Town’s charter called for deaccessioning (or retiring or throwing away) of Town inventory to require the approval of the Town Council. Mr. O’Keefe explained that Town Staff was requesting to auction off three of the former Police Department vehicles.

Mayor MacFarlane opened Public Comment for this item only.

Tim Everline, 1012 N Lakeshore Blvd. – Mr. Everline questioned how the auction site was selected and that he felt the Town should receive more money than what the staff suggested the vehicles would receive at auction.

Mayor MacFarlane closed Public Comment for this item.

Motion made by Councilor Miles to approve of the deaccession of the 3 former Police Department vehicles; seconded by Mayor MacFarlane. Motion approved unanimously by roll call vote.

Voting

Yea: Councilor Lannamañ, Councilor Miles, Councilor Lehning, Mayor MacFarlane

Nay: None

7. Discussion: **Councilor Lannamañ Rebuttal to Land Development Code amendments 2024**

Councilor Lannamañ stated that she asked to bring this item up before Town Council because she thought the Land Development Code (LDC) amendments that were approved during the last Town Council meeting were anti-development. Councilor Lannamañ stated that, with the growth that is occurring around the borders of the Town and the economic environment, she was very concerned about the sustainability of the Town.

Councilor Lannamañ asked Town Attorney, Tom Wilkes, how easy it was to make future amendments to the LDC. Mr. Wilkes stated that it was fairly easy, LDC amendments needed to be consistent with the Town’s Comprehensive Plan (which is much harder to amend) but that LDC amendments could be done with a simple Ordinance.

Mayor MacFarlane stated that she thought the previously proposed “grandfather” clause for MDR-1 zoning was problematic, which is why she was not in support of it.

Councilor Miles stated that five developments were approved if the wastewater problem was solved. Councilor Miles stated that he thought Mission Rise, Watermark, and Whispering Heights would be nice improvements to the Town.

Mayor MacFarlane opened Public Comment for this item only.

Eric Gunesch, 448 Avila Pl. – Mr. Gunesch reviewed his views on growth in and around the Town of Howey-in-the-Hills.

Tim Everline, 1012 N Lakeshore Blvd. – Mr. Everline stated that he believed the residents want responsible growth, not “no growth”. Mr. Everline stated that he thought that the Town had a financial problem due to spending too much money before it has it in hand and believed that the Town should tighten its spending.

Fran Wagler, 409 W Central Ave. – Mrs. Wagler stated that the Town shouldn’t spend what it doesn’t have.

Alan Hayes, 111 Island Dr. – Mr. Hayes stated that the Planning and Zoning Board had recommended some reversals in garage size but does not recommend any reversals in lot sizes. He said that residents are willing to pay higher taxes for their unique lifestyle.

Peter Tuite, 300 E Croton Way – Mr. Tuite said that he agreed with the other public commenters and that, if someone didn’t know that taxes would be high here, they shouldn’t move here.

DEPARTMENT REPORTS

8. Town Hall

This report was included in the meeting's packet.

9. Police Department

Rick Thomas, Police Chief, thanked everyone that had attended the Tip-A-Cop fundraiser that raised money for the Police Department's charity. Chief Thomas stated that they had raised over \$4,000.

10. Code Enforcement

This report was included in the meeting's packet.

11. Public Works

Public Works Director, Morgan Cates, stated that the Town would be participating in a Lake County Waterway Cleanup Event on September 21st.

12. Library

This report was included in the meeting's packet.

13. Parks & Recreation Advisory Board / Special Events

None

14. Town Attorney

None

15. Finance Supervisor

This report was included in the meeting's packet.

16. Town Manager

Town Manager, Sean O'Keefe, stated that he and the Public Works Director, Morgan Cates, had met with the Talichet HOA about the possibility of the Town taking over their wastewater lift station.

COUNCIL MEMBER REPORTS

17. Mayor Pro Tem Gallelli

None / Absent

18. Councilor Lehning

Councilor Lehning asked about the status of the Central Lake CDD agreement, Town Manager, Sean O'Keefe, stated he was expecting to be able to see a new draft later in the week. Councilor Lehning stated that, prior to the Town Council making a decision on an additional agreement with the Central Lake CDD, he wanted to see an independent professional organization inspect the wastewater treatment plant.

Councilor Lehning stated that he was concerned about developers attempting to get PUD agreements and their ability to negotiate with future Town Councils.

19. Councilor Miles

Councilor Miles said that he would not be in attendance at the October 14, 2024, Town Council meeting.

Councilor Miles said he thought it was grossly unfair for 3 members of the Town Council to hold a conversation during the Town Council meetings without allowing dissenting conversations.

Councilor Miles stated that he believed that the Planning and Zoning Board’s last-minute recommendation to the Land Development Code (LDC) amendment Ordinance were counterproductive.

20. Councilor Lannamañ

Councilor Lannamañ stated that she heard residents loud and clear and that she cares deeply for the Town. Councilor Lannamañ said she does not want the Town to be suffocated and that sustainability for the Town is most important.

21. Mayor MacFarlane

Mayor MacFarlane said that volunteers were very important to the Town and that she would not have been able to get by without them during her term. Mayor MacFarlane reminded everyone that the new Town Council will need to select a new MPO representative.

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.

Eric Gunesch, 448 Avila Pl. – Mr. Gunesch stated that he hoped the petty bickering in the Town Council would come to an end. Mr. Gunesch stated that he believed the Town needed to expand but did not know how.

ADJOURNMENT

There being no further business to discuss, a motion was made by Councilor Lannamañ to adjourn the meeting; Mayor MacFarlane seconded the motion. Motion was approved unanimously by voice vote.

The Meeting adjourned at 7:59 p.m. | **Attendees: 41**

Mayor Martha MacFarlane

ATTEST:

John Brock, Town Clerk



Town Council Meeting
October 14, 2024 at 6:00 PM
Howey-in-the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

MINUTES

Mayor MacFarlane called the Town Council Meeting to order at 6:00 p.m. Mayor MacFarlane led the attendees in the Pledge of Allegiance to the Flag. Councilor Reneé Lannamañ delivered an invocation.

ROLL CALL

Acknowledgement of Quorum

MEMBERS PRESENT:

Councilor Reneé Lannamañ | Councilor George Lehning | Mayor Pro Tem Marie V. Gallelli | Mayor Martha MacFarlane

MEMBERS EXCUSED ABSENT:

Councilor David Miles

STAFF PRESENT:

Sean O’Keefe, Town Manager | Tom Wilkes, Town Attorney | Rick Thomas, Police Chief | Morgan Cates, Public Services Director | John Brock, Deputy Town Manager / Town Clerk

AGENDA APPROVAL/REVIEW

Motion made by Councilor Lannamañ to approve the meeting’s agenda, while removing agenda items #1, #2, #3, and #4 from the Consent Agenda; seconded by Mayor Pro Tem Gallelli. Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lannamañ, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

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.

Town Manager, Sean O’Keefe, asked to pull Agenda Item #8 from the Consent Agenda for discussion.

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the June 24, 2024 Town Council Meeting. (***ITEM REMOVED FROM MEETING DURING AGENDA APPROVAL***)
2. The approval of the minutes and ratification and confirmation of all Town Council actions at the July 08, 2024 Town Council Meeting. (***ITEM REMOVED FROM MEETING DURING AGENDA APPROVAL***)
3. The approval of the minutes and ratification and confirmation of all Town Council actions at the July 22, 2024 Town Council Meeting. (***ITEM REMOVED FROM MEETING DURING AGENDA APPROVAL***)
4. The approval of the minutes and ratification and confirmation of all Town Council actions at the September 9, 2024 Town Council Meeting. (***ITEM REMOVED FROM MEETING DURING AGENDA APPROVAL***)
5. The approval of the minutes and ratification and confirmation of all Town Council actions at the September 23, 2024 Town Council Public Hearing on Final Budget and Millage Rate.
6. The approval of the minutes and ratification and confirmation of all Town Council actions at the September 23, 2024 Town Council Meeting.
7. Discussion: **Deaccession of Town Inventory**

Motion made by Councilor Lannamañ to approve Consent Agenda Items #5, #6, and #7; seconded by Mayor Pro Tem Gallelli. Motion approved unanimously by roll call vote.

Voting

Yea: Councilor Lannamañ, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

8. Consideration and Approval: **Number Two Road Right-of-Way Dedication**

Town Manager, Sean O'Keefe, explained that Hillside Groves Development's exit onto Number Two Road would require the dedication of some Town-owned land to comply with Lake County requirements. Lake County is requiring that the Hillside Groves exit onto Number Two Road will only be allowed to turn right out of the subdivision and that there be a merging lane after the exit from the subdivision.

Mayor MacFarlane opened Public Comment, but seeing no comments, Mayor MacFarlane closed the Public Comment.

Motion made by Councilor Lannamañ to approve Agenda Item #8 with Town Attorney amendments, contingent on agreement with the amendments by the Town Attorney, Town Engineer, and the Town Manager; seconded by Mayor MacFarlane. Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lannamañ, Councilor Lehning, Mayor Pro Tem Gallelli, Mayor MacFarlane

Nay: None

PUBLIC HEARING

None

OLD BUSINESS

None

NEW BUSINESS

9. Discussion: **Talichet Lift Station Adoption/Upgrade**

Town Manager, Sean O'Keefe, explained that Councilor Miles had made numerous requests for the Town staff to research taking over the HOA owned/managed Talichet wastewater lift station. Due to those requests, staff met with the Talichet HOA and the HOA lift station sub-committee to see if the HOA would be interested and to determine the costs associated with the request.

Mayor MacFarlane asked what the costs would be for the Town to take over the Talichet lift station and bring it up to the bare minimum standards for Town-owned lift stations. Morgan Cates, Public Services Director, stated that it would cost approximately \$110,000 to connect the lift station to the Town SCADA system and to bring the lift station up to the basic standards for Town-owned lift stations.

Councilor Lannamañ stated that she was concerned about general Town funds being spent to improve one specific HOA/subdivision.

Town Attorney, Tom Wilkes, stated that the Town Council could impose a property assessment on the homes in Talichet to pay for the improvements.

Councilor Lehning wanted to know why the Town had allowed the Talichet developer to install a lift station that was below the standards of Town-owned lift stations. Mayor MacFarlane gave a synopsis of the history of the lift station.

Mayor MacFarlane asked the representatives from the Talichet HOA to come forward, introduce themselves, and speak. Michael Huculak (Talichet HOA President) and Ernie Sharp came forward and introduced themselves as members of the Talichet HOA lift station subcommittee. Mr. Huculak stated that during Hurricane Milton (and the power outage that came after), the Talichet lift station came within 5 feet of overflowing.

Public Services Director, Morgan Cates, stated that, during the power outage that came after the hurricane, the Town Public Services Department had attempted to assist the Talichet HOA. Mr. Cates stated that, during the attempt to assist the HOA, he discovered that the Town's generator could not even plug into the lift station, as the plug on the lift station was not natively compatible with the Town's generator.

Councilor Lehning stated that he would like to see the Town, or the HOA, acquire a compatible plug to allow the Town's generator to connect to the Talichet lift station if there was an emergency in the future.

Mr. O'Keefe asked the Town Council if there was an interest within the Town Council to take over the Talichet lift station and if so, what they would want to do as a funding mechanism to bring the lift station up to the Town's minimum standards.

Councilor Lannamañ stated that she did not believe there was an appetite on the Town Council currently to do this.

Mayor MacFarlane opened Public Comment for this item only.

Matthew Pedlar, 414 Amola Way – Mr. Pedlar wanted to know how the developer was allowed to do this.

Eric Gunesch, 448 Avila Pl. – Mr. Gunesch stated that he lived next to the lift station, and it was not fair that the Town Council allowed the developer to do this in Talichet, but not in Venezia.

Eric Bright, 590 Via Bella Ct. – Mr. Bright stated that Talichet phase 2 had 20 new homes in it that were going on the Town's tax roll and those funds should be used to update the lift station.

Tim Everline, 1012 N. Lakeshore Blvd. – Mr. Everline wanted to know why there was no legal recourse to go after the developer for this.

Miguel Martin, 583 Avila Pl. – Mr. Martin stated that he did not think the Town was accepting any accountability for allowing this to happen.

Mayor MacFarlane closed Public Comment for this item.

The representatives from the Talichet HOA subcommittee stated that they were looking for an answer to this problem that was palatable for all. The representatives from the Talichet HOA also stated that they had land that they were willing to trade to the Town as part of the lift station transferal.

Mayor MacFarlane states that she would like to see a comprehensive staff report or project plan in the future for this proposed project.

10. Discussion: **Proposed Central Lake CDD Agreement**

Town Attorney, Tom Wilkes, stated that he was reviewing a proposed amended agreement with the Central Lake CDD for the Town's wastewater treatment needs. Mr. Wilkes stated that he would be in a better position to discuss the proposed agreement during the 10/28/2024 Town Council meeting.

Mayor MacFarlane suggested that all Town Councilor send copies of their notes on this topic to Mr. Wilkes for incorporation into a proposed agreement.

Councilor Lehning stated that, if an agreement was worked out with the Central Lake CDD, he wanted the Town to have a representative on the Central Lake CDD board. Councilor Lehning stated he could not support an amended agreement with the Central Lake CDD without an independent assessment of the Central Lake CDD's sewer treatment plant.

Public Services Director, Morgan Cates, stated that the Central Lake CDD needed to make sure that they had generators for use during emergencies.

Mayor MacFarlane opened Public Comment for this item only.

Tim Everline, 1012 N Lakeshore Blvd. – Mr. Everline said that he was concerned that there did not appear to be an expiration date on the proposed agreement.

Mayor MacFarlane closed Public Comment for this item.

Councilor Lannamañ stated that she was concerned about the exclusivity that the Central Lake CDD was asking for in the agreement and would like to see a smaller termination timetable than 5 years.

DEPARTMENT REPORTS

11. Town Hall

This report was included in the packet for the meeting.

12. Police Department

This report was included in the packet for the meeting.

13. Code Enforcement

This report was included in the packet for the meeting.

14. Public Works

Public Services Director, Morgan Cates, gave an update on one of the two FDEM grant applications that the Town had submitted for the purchase of a Pump/Generator bypass for one of the lift stations in Venezia. Mr. Cates stated that the Town had been awarded one of the two grants and was still waiting on a response for the second grants submission.

Mr. Cates thanked the Public Works staff, Police Department staff, and residents for their work in clearing all roads in the Town within (with the exception of Island Drive) one day after Hurricane Milton.

15. Library

This report was included in the packet for the meeting.

16. Parks & Recreation Advisory Board / Special Events

None

17. Town Attorney

This report was included in the packet for the meeting.

18. Finance Supervisor

This report was included in the packet for the meeting.

19. Town Manager

Town Manager, Sean O'Keefe, stated the Town surveyor George F Young was still working on the Citrus Ave Re-Platting project and had been delayed due to the past two hurricanes.

Mr. O'Keefe thanked all the Town's staff for all their hard work in dealing with Hurricane Milton. Mr. O'Keefe stated that the Town was utilizing a contract it had with Lake County for storm debris removal and would update the Town with more information when he received it from Lake County.

Mr. O'Keefe reminded the Town Council and public of the Town Council Workshop scheduled for Wednesday, 10/23/2024 at 6PM. The workshop was intended to bring veteran Town Councilors and Town Councilor candidates up to speed on the status of all major development projects within the Town.

COUNCIL MEMBER REPORTS

20. Mayor Pro Tem Gallelli

Mayor Pro Tem Gallelli asked for a status update on the Town’s antique Fire Truck (which was in need of repair). Morgan Cates, Public Services Director, stated that the truck would be worked on by Lake Tech at their new Institute of Public Safety Extension Campus.

21. Councilor Lehning

Councilor Lehning asked about the specific procedures that would be used in the November 12, 2024, Town Council Meeting for nominating and voting on the Town’s new mayor. Town Attorney, Tom Wilkes, stated that he would work with the Town Manager to create the procedure that the Town Council would use at that meeting for this purpose, and they would communicate this to the Town Council during the October 28, 2024, Town Council meeting.

22. Councilor Miles

None

23. Councilor Lannamañ

Councilor Lannamañ thanked the Town’s Public Works Department and Police Department for their hard work during Hurricane Milton.

24. Mayor MacFarlane

Mayor MacFarlane also thanked the Town’s Public Works Department and Police Department for their hard work during Hurricane Milton. Mayor MacFarlane also thanked the Town staff that worked in the County EOC during the storm.

Mayor MacFarlane stated that she wanted to see a cost/benefit comparison between utilizing the Central Lake CDD and Groveland for wastewater treatment solutions.

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.

Eric Gunesch, 448 Avila Pl. – Mr. Gunesch thanked the outgoing Town Councilors for their hard work over the past few years. Mr. Gunesch thanked the Town Police Department for its hard work during Hurricane Milton.

ADJOURNMENT

There being no further business to discuss, a motion was made by Councilor Lannamañ to adjourn the meeting; Mayor Pro Tem Gallelli seconded the motion. Motion was approved unanimously by voice vote.

The Meeting adjourned at 7:58 p.m. | **Attendees: 32**

Mayor Martha MacFarlane

ATTEST:

John Brock, Town Clerk



Date: October 28, 2024

To: Mayor and Town Council

From: Sean O’Keefe, Town Manager

Re: Consideration and Approval: **Town Planner Agreement**

Objective:

To retain the services of qualified urban planning professionals to support the Town’s ongoing development needs, ensuring that the Town receives expert guidance on urban planning while maintaining flexibility with a backup firm.

Summary:

The Town issued RFQ 2024-01 seeking urban planning consulting services to support current and future development within Howey-in-the-Hills. After reviewing the proposals, staff has determined that Parks Consulting Services (PCS) has the qualifications, experience, and demonstrated ability to provide the required services effectively for the Town.

PCS has extensive experience working with towns of similar size and has provided comprehensive planning services to municipalities like Montverde, which closely aligns with the needs of Howey-in-the-Hills.

Recommended Motions:

The Town Council has the following options:

1. The Town Council motions to approve the agreement with Parks Consulting Services as the primary urban planning consultant.

OR

2. Motion to Deny

Fiscal Impact:

Costs associated with retaining these services will depend on the number of hours of the specific projects initiated by the Town.

Staff Recommendation:

Staff recommends approval of the agreement with Parks Consulting Services as the Town’s primary urban planning consultant. (KCT Consulting Services is still pending contract review by legal as proposed secondary consultant.)

CONSULTING AGREEMENT

I. The Parties. This Consulting Agreement ("Agreement") is made effective as of _____, by and between **Parks Consulting Services, LLC** of 12135 Topaz Street, Clermont, Florida, 34711 ("Consultant") and the **Town of Howey-in-the-Hills** of 101 N Palm Ave, Howey-in-the-Hills, Florida, 34737 ("Client").

II. Services. Consultant agrees to provide the following services ("Services"):

Urban and Regional Planning and Environmental Consulting Services - Assignments will include special projects, analyses and work intended to assist the Town's Development Services Department with development review. Urban planning Services may include, but are not limited to:

- Transportation Analyses
- Housing Needs Study including Housing Affordability
- Assigned Certified Planner to review development applications (as needed)
- Comprehensive Plan and Land Development Regulation policies

III. Term. The term of this Agreement shall commence on _____, 2024, and, unless the Parties expressly agree otherwise, shall expire three (3) years thereafter, on _____, 2024. This Agreement may be renewed on an annual basis for additional consecutive one (1) year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal.

IV. Payment. In consideration for the Services provided, the Consultant is to be paid the following:

Hourly Rates for Professional, Technical and Support Staff Services:

- General Planning – Support of Town – \$85.00 per hour.
- Senior Planner – AICP Planners - \$120.00 per hour.
- Associate Planner - \$85.00 per hour.

- Graphic Support - \$65.00 per hour.
- GIS Analyst and Support - \$65.00 per hour.
- Administrative Support - \$50.00 per hour.
- Expert Witness (Upon Written Authorization from Town) Sean M Parks, AICP, QEP - \$185.00 per hour.
- Reimbursables – cost + 1.5 percent (receipts provided).

Other Charges:

Charges for Development Application Review shall be billed on an hourly basis per the rates listed above. Invoices for fees related to the large scale application reviews shall be forwarded to the Town monthly on separate invoices.

The fees for special projects initiated by the Town shall be estimated in advance upon notification by the Town of its desire to undertake each project.

Statements

The Consultant will submit a statement of its fees for services rendered and costs incurred to the Client or its designee. The portion of the statement setting forth the fees for services rendered shall specify for each entry a description of the service performed, the date such was performed, the person performing the service, the amount of time expended therefore, the rate charged per hour, and the total fee. The section of the statement setting forth the costs to be reimbursed shall contain an itemization of all such costs, the date each cost was incurred, and the amount of such cost. Upon request, the Consultant shall submit copies of appropriate receipts and other evidence of the incurring of the expense.

Each statement of costs and fees shall be deemed to warrant that the statement sets forth only the actual time spent and only the actual costs incurred. The Client shall be entitled to rely on this warranty.

The Client or its designee will authorize payment of fees and costs, upon review and approval of the statement, if such fees and costs for any particular matter are reasonable and justified.

V. Payment Interval. Consultant shall be paid, in accordance with Section IV, when the Consultant sends an invoice to the Client. After the Client receives the invoice by

the Consultant, it shall be paid within 30 days and otherwise shall be governed by the Local Government Prompt Payment Act, Part VII of Chapter 218 of the Florida Statutes.

VI. Contingency Fee. There shall not be a contingent-fee basis as part of this Agreement.

VII. Retainer. The Client is not required to pay a retainer as part of this Agreement.

VIII. Expenses. The Consultant shall be responsible for all expenses related to providing the Services under this Agreement except any "out-of-pocket reimbursable" expenses.

Out-of-pocket and/or Reimbursable expenses are considered to be an expense that requires the Consultant to pay a third party as a direct or indirect result of providing the Services such as printing and production costs.

However, the Consultant will be required to pay for their internal expenses which includes, but is not limited to, typical office supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Consultant.

Client agrees to pay the Consultant within 30 days of receiving notice of any expense directly associated with the Services.

Reimbursement for such expenses will be made only in the exact amounts incurred by the Consultant, without any mark-up or multiplier. The Consultant shall submit a statement of the reimbursable expenses actually incurred to the Client or its designee. The section of the statement setting forth the costs to be reimbursed shall contain an itemization of all such costs, the date each cost was incurred, and the amount of such cost. Upon request, the Consultant shall submit copies of appropriate receipts and other evidence of the incurring of the expense.

IX. Termination Clause. The Consultant or Client may terminate this Agreement at any time with notice of at least 45 day(s).

X. Return of Records. As requested by Howey-in-the-Hills, Company agrees to deliver to Howey-in-the-Hills at the end of the term of this Agreement, or at any other time Howey-in-the-Hills may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to Howey-in-the-Hills, which Company may possess or have under his or her control and which may have been produced prior to and including the date of termination. Company shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this Section.

XI. Disputes. If any dispute arises under this Agreement, the Consultant and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such dispute themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the Circuit Court for the Fifth Judicial Circuit, in Lake County, Florida.

XII. Liability Insurance. The Consultant agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Consultant agrees to procure insurance coverage in accordance with the Town of Howey-in-the-Hills General Terms & Conditions attached hereto.

XIII. Legal Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the United States Postal Service via Certified Mail with return receipt. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

Such notices or other communications must be addressed to the receiving party at the addresses below:

For the Town of Howey-in-the-Hills:

Town Clerk, John Brock

Town of Howey-in-the-Hills
101 N. Palm Ave
Howey-in-the-Hills, FL 34737
P: 352-324-2290
F: 352-324-2126

For Parks Consulting Services, LLC:

Contact Person Title & Name

12135 Topaz Street
Clermont, Florida, 34711

P:
F:

XIV. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XV. Independent Contractor Status. The Consultant, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Consultant agrees and represents:

- a.) Consultant has the right to perform Services for others during the term of this Agreement;
- b.) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Consultant shall select the routes taken, starting and ending times, days of work, and order the work that performed;
- c.) Consultant has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Agreement.

- d.) Neither Consultant nor the Consultant's employees or personnel shall be required to wear any uniforms provided by the Client;
- e.) The Services required by this Agreement shall be performed by the Consultant, Consultant's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Consultant;
- f.) Neither the Consultant nor the Consultant's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and
- g.) Neither the Consultant nor Consultant's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.
- h.) Neither the Consultant nor Consultant's employees shall hold themselves out as employees, agents, or servants of the Client.
- i.) The Consultant and Consultant's employees do not have the power or authority to bind the Client in any promise, agreement, or representation other than as specifically provided in this Agreement.

XVI. State and Federal Licenses. The Consultant represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XVII. Payment of Taxes. Under this Agreement, the Client shall not be responsible for:

- a.) Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Consultant's payments to employees or personnel or make payments on behalf of the Consultant;
- b.) Making Federal and/or State unemployment compensation contributions on the Consultant's behalf; and
- c.) Making payments of taxes incurred while performing the Services under this Agreement, including all applicable income taxes and, if the Consultant is not a business entity, all applicable self-employment taxes. Upon demand, the Consultant shall provide the Client with proof that such payments have been made.

XVIII. Indemnity. Consultant shall release, defend, indemnify, and hold harmless the Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights.

XIX. Assignment and Delegation.

- a.) Consultant is responsible for all services and work to be performed in connection with this Agreement.
- b.) With prior written approval by Client, Consultant may, as appropriate and in compliance with applicable law, subcontract the performance of services set forth in this Agreement, provided however, that Consultant shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. Consultant shall not enter into subcontracts in which Client could be held liable to a subcontractor for any expenses or liabilities. Consultant shall defend and hold Client harmless of any liabilities incurred under any of the subcontracts entered into by Consultant. Consultant shall be liable for all work performed and expenses incurred as a result of any subcontract. Subcontractors are required to comply with the terms of this Agreement.
- c.) The Consultant shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section. If any such information is shared by the Subcontractor to third parties, the Consultant shall be made liable.
- d.) Any and all contracts that Consultant enters into under this Section shall incorporate and require the subcontractor to comply with all of the provisions herein.

XX. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

XXI. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXII. Contract Documents. The Contract Documents, which comprise the entire Contract between Consultant and Client and which are further incorporated herein by reference, consist of the following:

- a. This Agreement,
- b. Request for Qualifications (RFQ),
- c. Consultant's RFQ Documents,
- d. Permits/Licenses,
- e. All RFQ Addenda issued prior to RFQ Opening Date, and
- f. Town of Howey-in-the-Hills General Terms & Conditions attached hereto.

This Contract Documents represent the entire agreement between the parties and supersedes any prior agreements, promises, conditions, or understandings between the Client and Consultant. This Agreement may be modified or amended only by written agreement signed by both parties.

Consultant's Signature _____ **Date** _____

Parks Consulting Services, LLC

Client's Signature _____ **Date** _____

Town of Howey-in-the-Hills

TOWN OF HOWEY-IN-THE-HILLS TERMS & CONDITIONS

1. Public Records.

- a. To the extent the Company is acting on behalf of Howey-in-the-Hills as provided under Subsection 119.011(2) of the Florida Statutes, Company shall in accordance with Section 119.0701 of the Florida Statutes:
 - i. Keep and maintain public records required by Howey-in-the-Hills to perform the services under this Agreement.
 - ii. Upon request from Howey-in-the-Hills' custodian of public records, provide Howey-in-the-Hills with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Company does not transfer the records to Howey-in-the-Hills.
 - iv. Upon the expiration of this Agreement, transfer at no cost to Howey-in-the-Hills, all public records in possession of Company or keep and maintain public records required by Howey-in-the-Hills to perform the service. If the Company transfers all public records to Howey-in-the-Hills upon completion of the Agreement, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Agreement, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Howey-in-the-Hills, upon request from Howey-in-the-Hills' custodian of public records, in a format that is compatible with the information technology systems of Howey-in-the-Hills.
 - v. If the Company fails to provide the public records to Howey-in-the-Hills within a reasonable time the Company may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Howey-in-the-Hills may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

If the Company has questions regarding the application of Chapter 119, Florida Statutes, to the Company's duty to provide Public Records relating to this Agreement, contact Howey-in-the-Hills' Custodian of Public Records at Town of Howey-in-the-Hills, ATTN: Town Clerk, 11 N. Palm Avenue, Howey-in-the-Hills, FL 34737 or via telephone at 352-324-2290 or email at publicrecords@howey.org.

2. Indemnification and Limitation of Liability.

- a. Company shall indemnify and hold harmless Howey-in-the-Hills, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) to the extent caused by (i) the performance of services under this Agreement by Company or any person or organization directly, or indirectly, employed by Company to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Company or any person or organization

directly, or indirectly, employed by Company to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Company to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; (iv) injury or death of any third parties (including Howey-in-the-Hills employees and agents and those of the Company), or damage to property to the extent attributable to the negligence or misconduct of Company or any person or organization directly, or indirectly, employed by Company to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable; or (v) the negligence, recklessness, or intentional wrongful misconduct of Company and persons employed or utilized by Company in the performance of this Agreement.

b. At Howey-in-the-Hills' election and upon notification to Company, Company shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel satisfactory to Howey-in-the-Hills; provided, however that Company shall not settle any such claim in an amount over \$10,000.00 without Howey-in-the-Hills' prior written consent. Notwithstanding the foregoing, (a) Howey-in-the-Hills shall have the right at Howey-in-the-Hills' option and expense, to participate fully in the defense or settlement of any third-party claim; and (b) if Company does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) Howey-in-the-Hills shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the Company, and (ii) Company shall be bound by any defense or settlement that Howey-in-the-Hills may make as to such claim. Howey-in-the-Hills shall also be entitled to join Company in any third-party claim for the purpose of enforcing any right of indemnity hereunder.

c. In no event shall Howey-in-the-Hills be liable to Company for direct, indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

d. Howey-in-the-Hills shall not assume any liability for the acts, omissions, or negligence of Company its agents, servants, employees, or subcontractors. In all instances, Company shall be solely responsible for any injury or property damage and associated costs and expenses resulting from any activities conducted by, or on behalf of, the Company.

3. Sovereign Immunity. Howey-in-the-Hills' limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of Howey-in-the-Hills beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Howey-in-the-Hills' sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Howey-in-the-Hills' obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

4. Insurance.

- a. During the term of this Agreement, Company shall maintain and provide to Howey-in-the-Hills a certificate of insurance proving it has the following described insurance coverage:
- i. Professional Liability Insurance: \$1,000,000 per claim, with a maximum deductible of \$25,000;
 - ii. Comprehensive Automobile Liability Insurance: a combined single limit for bodily injury and property damage per accident of \$1,000,000 covering "any auto"; and mandatory limits for personal injury protection and uninsured motorist coverage;

- iii. Comprehensive General Liability Insurance: a combined single limit for personal injury and property accident of \$1,000,000 per occurrence;
 - iv. Worker's Compensation: statutory benefits, as required by law; and \$1,000,000 for employer's liability.
 - b. Company may use blanket policies to satisfy these insurance requirements.
 - c. The Company shall add, at no cost to Howey-in-the-Hills, Howey-in-the-Hills as an additional named insured to the Company's business automobile and the commercial general liability insurance policies to protect Howey-in-the-Hills, its contractors and subcontractors, and their respective employees from claims related to death, injury, or property (real or personal) damage resulting from the performance of this Agreement.
 - d. On or before the Effective Date of this Agreement, the Company shall provide Howey-in-the-Hills with Certificates of Insurance evidencing compliance with the coverage requirements in this Section. Such certificates shall provide that the insurance policies will not be materially changed or canceled until at least thirty (30) days' prior written notice has been given to the other party. Failure of Howey-in-the-Hills to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Howey-in-the-Hills to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Company's obligation to maintain such insurance.
 - e. All insurance and all renewals shall be issued by companies with a rating of at least "A-" "VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to Howey-in-the-Hills) and be licensed to do and doing business in Florida.
 - f. No approval by Howey-in-the-Hills of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by Howey-in-the-Hills of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.
 - g. All proceeds of insurance required for the protection of Howey-in-the-Hills and obtained by or under the control of the Company shall first be applied to satisfy the Company's obligations to Howey-in-the-Hills under this Agreement.
5. Intellectual Property. Company hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Howey-in-the-Hills, all of Company's right, title, and interest of every kind throughout the world in and to all intellectual property developed for Howey-in-the-Hills by Company in conjunction with this Agreement, including all United States and International copyrights or patents thereto, and any renewals or extensions thereof, together with all other interests accruing by reason of international conventions with respect to intellectual property. Company agrees to sign any additional documents and otherwise cooperate with Howey-in-the-Hills, as may reasonably be requested, to further evidence, perfect, protect, or enforce the transfer under this Section 5. For this purpose, the provisions of this section shall survive the termination, for any reason, of this Agreement.

6. Notices.
- a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via email shall not be deemed to have been received pursuant to Subsection 6.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 6.c.
 - b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the authorized receiving party at the addresses listed in Notice Section of the Cover Agreement for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 6.
 - c. Subject to Subsection 6.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
 - i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
 - d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
 - e. Any notice requiring prompt action shall be contemporaneously sent by electronic mail.
7. Independent Contractor. Company is and shall remain an independent contractor and not an employee of Howey-in-the-Hills. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.
8. Subcontractors:
- a. Company is responsible for all services and work to be performed in connection with this Agreement.
 - b. With prior written approval by Howey-in-the-Hills, Company may, as appropriate and in compliance with applicable law, subcontract the performance of services set forth in this Agreement, provided however, that Company shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. Company shall not enter into subcontracts in which Howey-in-the-Hills could be held liable to a subcontractor for any expenses or liabilities. Company shall defend and hold Howey-in-the-Hills harmless of any liabilities incurred under any of the subcontracts entered into by Company. Company shall be liable for all work performed and expenses incurred as a result of any subcontract. Subcontractors are required to comply with the terms of this Agreement.
 - c. The Company is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of Management Services, Office of Supplier Diversity located at:
https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certified_vendor_directory

- d. Any and all such contracts that Company enters into under this Section shall incorporate and require the subcontractor to comply with all of the provisions herein and the provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights when applicable).

9. Representations.

- a. Company has the necessary and required Federal and State authority to enter into this Agreement with Howey-in-the-Hills.
- b. Neither this Agreement nor Company's performance of its obligations hereunder will place Company in breach of any other contract or obligation and will not violate the rights of any third party.
- c. Company has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that Company is delivering and/or providing to Howey-in-the-Hills pursuant to this Agreement, and Company has full right and authority to provide and/or deliver the same to Howey-in-the-Hills.

10. Data. As requested by Howey-in-the-Hills, Company agrees to deliver to Howey-in-the-Hills at the end of the term of this Agreement, or at any other time Howey-in-the-Hills may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to Howey-in-the-Hills, which Company may possess or have under his or her control and which may have been produced prior to and including the date of termination. Company shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this Section 10.

11. Prohibition against Consideration of Social, Political, or Ideological Interests. Company is hereby notified of the provisions of section 287.05701 of the Florida Statutes, as amended, that Howey-in-the-Hills will not request documentation of or consider a Company's social, political, or ideological interests when determining if the Company is a responsible Company. Company is further notified that Howey-in-the-Hills' governing body may not give preference to a Company based on the Company's social, political, or ideological interests.

12. Unauthorized Aliens. Howey-in-the-Hills shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), and Section 448.09 of the Florida Statutes by Company or any subcontractor cause for termination of this Agreement.

13. Employment Verification.

- a. Company and Company's subcontractors performing work under this Agreement shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Company or Company's subcontractors during the term of this Agreement.
- b. If the Company enters into a contract with a subcontractor for work to be performed under this Agreement, the subcontractor must provide the Company with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Company shall maintain a copy of such affidavit for the duration of this Agreement.
- c. In the event Howey-in-the-Hills has a good faith belief that the Company has knowingly violated Subsection 448.09(1) of the Florida Statutes, Howey-in-the-Hills will terminate the Agreement.
- d. In the event Howey-in-the-Hills has a good faith belief that an entity with which the Company is contracting has knowingly violated Subsection 448.09(1) of the Florida Statutes, but the Company has otherwise complied, Howey-in-the-Hills shall notify the Company and order the Company to immediately terminate the contract with the subcontractor.

- e. The Company is liable for costs incurred by Howey-in-the-Hills as a result of the termination of this Agreement or Company's termination of an agreement with a subcontractor under the requirements of this Section.
- f. Termination of a contract under the provisions of this Section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to section 448.095(2) of the Florida Statutes. The Company acknowledges that upon termination of this Agreement by Howey-in-the-Hills for a violation of this section by the Company, the Company may not be awarded a public contract for at least one (1) year. The Company further acknowledges that the Company is liable for any additional costs incurred by Howey-in-the-Hills as a result of any contract for a violation of this section.
- g. The Company or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Company shall be responsible for compliance with any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- h. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: <http://www/dhs/gov/E-verify>.

14. Scrutinized Companies List.

- a. By executing this Agreement, Company certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5) of the Florida Statutes, Howey-in-the-Hills may immediately terminate this Agreement for cause if Company is found to have submitted a false certification as to the above or if Company is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Howey-in-the-Hills determines that Company has submitted a false certification, Howey-in-the-Hills will provide written notice to Company. Unless Company demonstrates in writing, within 90 calendar days of receipt of the notice, that Howey-in-the-Hills' determination of false certification was made in error, Howey-in-the-Hills shall bring a civil action against Company. If Howey-in-the-Hills' determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Company, and Company will be ineligible to bid, submit a proposal for, or enter into or renew a contract with Howey-in-the-Hills or a Florida agency or local governmental entity for three years after the date of Howey-in-the-Hills' determination of false certification by Company.
- b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section 13, this Section 13 shall be null and void without further action of the parties.

15. Interests of Foreign Countries. In compliance with Section 287.138 of the Florida Statutes, should the services to be performed under this Agreement grant the Company access to an individual's personal identifying information, the Company shall provide Howey-in-the-Hills with an affidavit, attached hereto as **Attachment A**, signed by an officer or representative under penalty of perjury attesting that (a) the Company is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Company; and (c) the Company is not organized under the laws of, or has its principal place of business in a foreign country of concern. For purposes of this Section "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of

Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

16. Public Entity Crime. Company affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Company been convicted of a Public Entity Crime. Company agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by Howey-in-the-Hills.
17. Human Trafficking Attestation. In compliance with Subsection 787.06(13) of the Florida Statutes, the affidavit attached hereto as **Attachment B** must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Howey-in-the-Hills or any of its direct support organizations (the “Governmental Entity”).
18. Common Carrier. If Company meets the definition of a “Common Carrier” under Section 908.111 of the Florida Statutes, then Company must execute the attestation attached hereto as **Attachment C** that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this State or the United States. Such attestation must be provided to Howey-in-the-Hills prior to commencement of this Agreement. In accordance with Section 908.111 of the Florida Statutes, Howey-in-the-Hills may terminate this Agreement for cause if Company is found to be in violation of this provision or its attestation.
19. No Third-Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.
20. Amendments/Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the authorized Points of Contact. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.
21. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.
22. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the Circuit Court for the Fifth Judicial Circuit, in Lake County, Florida.
23. Force Majeure.
 - a. Neither party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the party’s control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party’s performance obligation under this Agreement.
 - b. If the delay is excusable under this Section, the delay will not result in any additional charge or cost under the Agreement to either party. In the case of any delay the Company believes is

excusable under this Section, the Company shall notify Howey-in-the-Hills in writing of the delay or potential delay and describe the cause of the delay either: (1) within 20 calendar days after the cause that creates or will create the delay first arose, if the Company could reasonably foresee that a delay could occur as a result; or (2) within 5 calendar days after the date the Company first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE COMPANY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this Section is a condition precedent to such remedy. Howey-in-the-Hills, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Company of its decision in writing.

- c. No claim for damages shall be asserted against Howey-in-the-Hills. The Company shall not be entitled to an increase in the Agreement price or payment of any kind from Howey-in-the-Hills for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.
- d. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Company shall perform at no increased cost, unless Howey-in-the-Hills determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Howey-in-the-Hills or the State, in which case, Howey-in-the-Hills may do any or all of the following: (1) accept allocated performance or deliveries from the Company, provided that the Company grants preferential treatment to Howey-in-the-Hills with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Company for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

24. Miscellaneous.

- a. Company shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.
- b. Company shall comply with all applicable Federal, State, and local laws, rules, and regulations.
- c. Company shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- d. Company shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
- e. Company affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Company been placed on the Discriminatory Vendor List.
- f. Company agrees to comply with Subsection 20.055(5) of the Florida Statutes.
- g. This Agreement may not be assigned by either party without the prior written consent of the other.
- h. Company shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

Attachment A

FOREIGN COUNTRY OF CONCERN ATTESTATION

This form must be completed by an officer or representative of the entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with Howey-in-the-Hills (the Governmental Entity), which would grant the entity access to an individual’s Personal Identifying Information. Capitalized Terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

The Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Company.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Date: _____, 20__

Signed: _____

Entity: _____

Name: _____

Title: _____

Attachment B

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of _____ and attest that _____ does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts as stated in it are true and correct.

Print Name: _____

Title: _____

Signature: _____

Date: _____

Attachment C

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

[Name of Common Carrier or contracted carrier] is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



Date: October 28, 2024
To: Mayor and Town Council
From: Oscar Ojeda, Finance Supervisor
Re: Consideration and Approval: **Sara Maude Nature Preserve Funding**

Objective:

To establish funding for the boardwalk at the Sara Maude Nature Preserve.

Summary:

With construction underway for the boardwalk, Council needs to determine the means to fund the costs associated with this project. A \$250,000 loan was proposed to cover the expenses, repayment of this loan would stream from the Parks & Recreation Impact Fee Fund. The Town has received loan proposals from three different banks as shown in the table below.

Lender	Interest Rate	Terms	Monthly Payment	Total Interest	Prepayment Penalty
Seacoast Bank	5.35%	5 Years	\$ 4,758.00	\$ 35,480.06	No
United Community Bank	5.42%	5 Years	\$ 4,775.18	\$ 36,487.05	Yes
United Southern Bank	5.30%	5 Years	\$ 4,752.25	\$ 35,134.72	No

Recommended Motions:

The Town Council has the following options:

1. The Town Council motions to approve one of these loans.
- OR
3. Motion to Deny

Fiscal Impact:

The Town will incur a liability over the duration of the terms of the loan selected.

Staff Recommendation:

Staff recommends approval of the United Southern Bank proposal.

Amortization Schedule

Loan Date: 11/6/2024					
Principal: \$250,000.00					
Interest Rate: 5.35%					
Payment Interval: Monthly					
# of Payments: 60					
Payment: \$4,758.00					
Schedule of Payments					
Please allow for slight rounding differences.					
Pmt #	Date	Principal	Interest	Payment	Balance
1	Dec 6th 2024	\$3,643.42	\$1,114.58	\$4,758.00	\$246,356.58
Total	2024	\$3,643.42	\$1,114.58	\$4,758.00	\$246,356.58
2	Jan 6th 2025	\$3,659.66	\$1,098.34	\$4,758.00	\$242,696.92
3	Feb 6th 2025	\$3,675.98	\$1,082.02	\$4,758.00	\$239,020.94
4	Mar 6th 2025	\$3,692.36	\$1,065.64	\$4,758.00	\$235,328.58
5	Apr 6th 2025	\$3,708.83	\$1,049.17	\$4,758.00	\$231,619.75
6	May 6th 2025	\$3,725.36	\$1,032.64	\$4,758.00	\$227,894.39
7	Jun 6th 2025	\$3,741.97	\$1,016.03	\$4,758.00	\$224,152.42
8	Jul 6th 2025	\$3,758.65	\$999.35	\$4,758.00	\$220,393.77
9	Aug 6th 2025	\$3,775.41	\$982.59	\$4,758.00	\$216,618.36
10	Sep 6th 2025	\$3,792.24	\$965.76	\$4,758.00	\$212,826.12
11	Oct 6th 2025	\$3,809.15	\$948.85	\$4,758.00	\$209,016.97
12	Nov 6th 2025	\$3,826.13	\$931.87	\$4,758.00	\$205,190.84
13	Dec 6th 2025	\$3,843.19	\$914.81	\$4,758.00	\$201,347.65
Total	2025	\$45,008.93	\$12,087.07	\$57,096.00	\$201,347.65
14	Jan 6th 2026	\$3,860.33	\$897.67	\$4,758.00	\$197,487.32
15	Feb 6th 2026	\$3,877.54	\$880.46	\$4,758.00	\$193,609.78
16	Mar 6th 2026	\$3,894.82	\$863.18	\$4,758.00	\$189,714.96
17	Apr 6th 2026	\$3,912.19	\$845.81	\$4,758.00	\$185,802.77
18	May 6th 2026	\$3,929.63	\$828.37	\$4,758.00	\$181,873.14
19	Jun 6th 2026	\$3,947.15	\$810.85	\$4,758.00	\$177,925.99
20	Jul 6th 2026	\$3,964.75	\$793.25	\$4,758.00	\$173,961.24
21	Aug 6th 2026	\$3,982.42	\$775.58	\$4,758.00	\$169,978.82
22	Sep 6th 2026	\$4,000.18	\$757.82	\$4,758.00	\$165,978.64
23	Oct 6th 2026	\$4,018.01	\$739.99	\$4,758.00	\$161,960.63
24	Nov 6th 2026	\$4,035.93	\$722.07	\$4,758.00	\$157,924.70
25	Dec 6th 2026	\$4,053.92	\$704.08	\$4,758.00	\$153,870.78
Total	2026	\$47,476.87	\$9,619.13	\$57,096.00	\$153,870.78

26	Jan 6th 2027	\$4,071.99	\$686.01	\$4,758.00	\$149,798.79
27	Feb 6th 2027	\$4,090.15	\$667.85	\$4,758.00	\$145,708.64
28	Mar 6th 2027	\$4,108.38	\$649.62	\$4,758.00	\$141,600.26
29	Apr 6th 2027	\$4,126.70	\$631.30	\$4,758.00	\$137,473.56
30	May 6th 2027	\$4,145.10	\$612.90	\$4,758.00	\$133,328.46
31	Jun 6th 2027	\$4,163.58	\$594.42	\$4,758.00	\$129,164.88
32	Jul 6th 2027	\$4,182.14	\$575.86	\$4,758.00	\$124,982.74
33	Aug 6th 2027	\$4,200.79	\$557.21	\$4,758.00	\$120,781.95
34	Sep 6th 2027	\$4,219.51	\$538.49	\$4,758.00	\$116,562.44
35	Oct 6th 2027	\$4,238.33	\$519.67	\$4,758.00	\$112,324.11
36	Nov 6th 2027	\$4,257.22	\$500.78	\$4,758.00	\$108,066.89
37	Dec 6th 2027	\$4,276.20	\$481.80	\$4,758.00	\$103,790.69
Total	2027	\$50,080.09	\$7,015.91	\$57,096.00	\$103,790.69
38	Jan 6th 2028	\$4,295.27	\$462.73	\$4,758.00	\$99,495.42
39	Feb 6th 2028	\$4,314.42	\$443.58	\$4,758.00	\$95,181.00
40	Mar 6th 2028	\$4,333.65	\$424.35	\$4,758.00	\$90,847.35
41	Apr 6th 2028	\$4,352.97	\$405.03	\$4,758.00	\$86,494.38
42	May 6th 2028	\$4,372.38	\$385.62	\$4,758.00	\$82,122.00
43	Jun 6th 2028	\$4,391.87	\$366.13	\$4,758.00	\$77,730.13
44	Jul 6th 2028	\$4,411.45	\$346.55	\$4,758.00	\$73,318.68
45	Aug 6th 2028	\$4,431.12	\$326.88	\$4,758.00	\$68,887.56
46	Sep 6th 2028	\$4,450.88	\$307.12	\$4,758.00	\$64,436.68
47	Oct 6th 2028	\$4,470.72	\$287.28	\$4,758.00	\$59,965.96
48	Nov 6th 2028	\$4,490.65	\$267.35	\$4,758.00	\$55,475.31
49	Dec 6th 2028	\$4,510.67	\$247.33	\$4,758.00	\$50,964.64
Total	2028	\$52,826.05	\$4,269.95	\$57,096.00	\$50,964.64
50	Jan 6th 2029	\$4,530.78	\$227.22	\$4,758.00	\$46,433.86
51	Feb 6th 2029	\$4,550.98	\$207.02	\$4,758.00	\$41,882.88
52	Mar 6th 2029	\$4,571.27	\$186.73	\$4,758.00	\$37,311.61
53	Apr 6th 2029	\$4,591.65	\$166.35	\$4,758.00	\$32,719.96
54	May 6th 2029	\$4,612.12	\$145.88	\$4,758.00	\$28,107.84
55	Jun 6th 2029	\$4,632.69	\$125.31	\$4,758.00	\$23,475.15
56	Jul 6th 2029	\$4,653.34	\$104.66	\$4,758.00	\$18,821.81
57	Aug 6th 2029	\$4,674.09	\$83.91	\$4,758.00	\$14,147.72
58	Sep 6th 2029	\$4,694.92	\$63.08	\$4,758.00	\$9,452.80
59	Oct 6th 2029	\$4,715.86	\$42.14	\$4,758.00	\$4,736.94
60	Nov 6th 2029	\$4,736.94	\$21.12	\$4,758.06	\$0.00
Total	2029	\$50,964.64	\$1,373.42	\$52,338.06	\$0.00
Grand Total		\$250,000.00	\$35,480.06	\$285,480.06	\$0.00

SUMMARY OF KEY TERMS

October 2, 2024 Item 7.



BORROWERS:	TOWN OF HOWEY-IN-THE-HILLS
GUARANTORS:	TOWN OF HOWEY-IN-THE-HILLS
TYPE/AMOUNT:	Tax Exempt Financing Term Loan - \$250,000.00
PURPOSE:	Complete replacement of the Sara Maude Mason Boardwalk and observation tower (~1,300 ft long)
MATURITY:	5 Year (60 Months) from Closing
REPAYMENT:	Principal & Interest payments based on 5-Year Term Fully Amortizing
PRICING/FEEES:	5.35% fixed, No origination fee
COLLATERAL:	Unsecured
COVENANTS:	None
REPORTING:	None
CONDITIONS:	None
OTHER COSTS:	Borrower shall be responsible for all fees and costs associated with the documentation and closing of the Loan including, and as applicable, but not limited to, appraisal-related due diligence, environmental due diligence, legal fees and costs, and others. In any case where due diligence is required prior to closing, the Borrower shall be required to pay for such services in full upon Bank's engagement of such services, whether or not the facilities summarized in this document ultimately close.

Kha Vu | Vice President - Commercial Banker
 250 N Orange Ave Suite 100 Orlando, FL 32801
Kha.Vu@SeacoastBank.com | C: 321.693.9428

This Summary of Key Terms is limited to an expression of interest by Seacoast National Bank ("Bank") in the proposed financing and is not a commitment, an offer, an agreement in principle, or an agreement by the Bank to make any loan. The terms are subject to standard credit underwriting and approval by the Bank. This Summary of Key Terms should not be shared with anyone other than the Borrower(s) and their advisor(s).

Amortization Table ACT/360 BASIS

Item 7.

Disclosure: This Schedule is for informational purposes only. Any out of cycle principal reduction or payment made on a day other than the due date will cause a discrepancy in the payment split below and the ending balance.

Initial Data

LOAN DATA		TABLE DATA	
Loan amount:	\$250,000.00	Table starts at date:	
Annual interest rate:	5.420%	or at payment number:	
Term in years:	5	Payment effective date:	12/1/2024
Payments per year:	12		This Date is when accrual starts
First payment due:	1/1/2025		This date is the first day payment is due

PERIODIC PAYMENT

Entered payment:		The table uses the calculated periodic payment amount, unless you enter a value for "Entered payment."
Calculated payment:	\$4,775.18	

CALCULATIONS

Use payment of:	\$4,775.18	If you are using a pymt amt other than above amount, then input payment here.	Beginning balance at payment 1:	\$250,000.00
Payment in table:	1		Cumulative interest prior to payment 1:	\$0.00

Table

No.	Payment Date	Days of Interest	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	1/1/2025	31	250,000.00	1,166.81	3,608.37	246,391.63	1,166.81
2	2/1/2025	31	246,391.63	1,149.96	3,625.22	242,766.41	2,316.77
3	3/1/2025	28	242,766.41	1,023.40	3,751.78	239,014.63	3,340.17
4	4/1/2025	31	239,014.63	1,115.53	3,659.65	235,354.98	4,455.70
5	5/1/2025	30	235,354.98	1,063.02	3,712.16	231,642.82	5,518.72
6	6/1/2025	31	231,642.82	1,081.13	3,694.05	227,948.77	6,599.85
7	7/1/2025	30	227,948.77	1,029.57	3,745.61	224,203.16	7,629.42
8	8/1/2025	31	224,203.16	1,046.41	3,728.77	220,474.38	8,675.82
9	9/1/2025	31	220,474.38	1,029.00	3,746.18	216,728.21	9,704.83
10	10/1/2025	30	216,728.21	978.89	3,796.29	212,931.92	10,683.71
11	11/1/2025	31	212,931.92	993.80	3,781.38	209,150.54	11,677.52
12	12/1/2025	30	209,150.54	944.66	3,830.52	205,320.02	12,622.18
13	1/1/2026	31	205,320.02	958.27	3,816.91	201,503.11	13,580.45
14	2/1/2026	31	201,503.11	940.46	3,834.72	197,668.39	14,520.91
15	3/1/2026	28	197,668.39	833.28	3,941.90	193,726.50	15,354.19
16	4/1/2026	31	193,726.50	904.16	3,871.02	189,855.48	16,258.36
17	5/1/2026	30	189,855.48	857.51	3,917.67	185,937.81	17,115.87
18	6/1/2026	31	185,937.81	867.81	3,907.37	182,030.45	17,983.69
19	7/1/2026	30	182,030.45	822.17	3,953.01	178,077.44	18,805.86
20	8/1/2026	31	178,077.44	831.13	3,944.05	174,133.38	19,636.98
21	9/1/2026	31	174,133.38	812.72	3,962.46	170,170.92	20,449.70
22	10/1/2026	30	170,170.92	768.61	4,006.57	166,164.35	21,218.31
23	11/1/2026	31	166,164.35	775.53	3,999.65	162,164.70	21,993.83
24	12/1/2026	30	162,164.70	732.44	4,042.74	158,121.96	22,726.28
25	1/1/2027	31	158,121.96	737.99	4,037.19	154,084.77	23,464.27
26	2/1/2027	31	154,084.77	719.15	4,056.03	150,028.74	24,183.42
27	3/1/2027	28	150,028.74	632.45	4,142.73	145,886.01	24,815.87
28	4/1/2027	31	145,886.01	680.88	4,094.30	141,791.71	25,496.75
29	5/1/2027	30	141,791.71	640.43	4,134.75	137,656.96	26,137.18
30	6/1/2027	31	137,656.96	642.48	4,132.70	133,524.26	26,779.66
31	7/1/2027	30	133,524.26	603.08	4,172.10	129,352.16	27,382.74
32	8/1/2027	31	129,352.16	603.72	4,171.46	125,180.70	27,986.45
33	9/1/2027	31	125,180.70	584.25	4,190.93	120,989.76	28,570.70
34	10/1/2027	30	120,989.76	546.47	4,228.71	116,761.05	29,117.17
35	11/1/2027	31	116,761.05	544.95	4,230.23	112,530.82	29,662.12
36	12/1/2027	30	112,530.82	508.26	4,266.92	108,263.91	30,170.39
37	1/1/2028	31	108,263.91	505.29	4,269.89	103,994.02	30,675.68
38	2/1/2028	31	103,994.02	485.36	4,289.82	99,704.20	31,161.04
39	3/1/2028	29	99,704.20	435.32	4,339.86	95,364.34	31,596.36
40	4/1/2028	31	95,364.34	445.09	4,330.09	91,034.25	32,041.45
41	5/1/2028	30	91,034.25	411.17	4,364.01	86,670.24	32,452.62
42	6/1/2028	31	86,670.24	404.51	4,370.67	82,299.57	32,857.13
43	7/1/2028	30	82,299.57	371.72	4,403.46	77,896.11	33,228.85
44	8/1/2028	31	77,896.11	363.56	4,411.62	73,484.49	33,592.41
45	9/1/2028	31	73,484.49	342.97	4,432.21	69,052.28	33,935.37
46	10/1/2028	30	69,052.28	311.89	4,463.29	64,588.98	34,247.26
47	11/1/2028	31	64,588.98	301.45	4,473.73	60,115.25	34,548.71
48	12/1/2028	30	60,115.25	271.52	4,503.66	55,611.59	34,820.23
49	1/1/2029	31	55,611.59	259.55	4,515.63	51,095.97	35,079.78
50	2/1/2029	31	51,095.97	238.48	4,536.70	46,559.26	35,318.26
51	3/1/2029	28	46,559.26	196.27	4,578.91	41,980.35	35,514.53
52	4/1/2029	31	41,980.35	195.93	4,579.25	37,401.11	35,710.46
53	5/1/2029	30	37,401.11	168.93	4,606.25	32,794.85	35,879.39
54	6/1/2029	31	32,794.85	153.06	4,622.12	28,172.74	36,032.45
55	7/1/2029	30	28,172.74	127.25	4,647.93	23,524.80	36,159.70
56	8/1/2029	31	23,524.80	109.80	4,665.38	18,859.42	36,269.50
57	9/1/2029	31	18,859.42	88.02	4,687.16	14,172.26	36,357.52
58	10/1/2029	30	14,172.26	64.01	4,711.17	9,461.09	36,421.53
59	11/1/2029	31	9,461.09	44.16	4,731.02	4,730.07	36,465.69
60	12/1/2029	30	4,730.07	21.36	4,730.07	0.00	36,487.05



Town of Howey-in-the-Hills, Florida

Summary of Indicative Terms

10/25/2024

United Community Bank (“Bank”), on behalf of itself and any designated affiliate (individually and collectively, “Lender”) is pleased to provide this Summary of Indicative Terms (“Term Sheet”) for discussion. This Term Sheet is a basic outline of the potential terms on which Lender would consider providing or arranging the loan described below. This is not an offer, agreement, or commitment by Lender to lend. Lender will not be bound to any agreement unless or until Lender’s authorized representative signs definitive loan documentation stating that it constitutes the entire understanding and agreement of the parties as to the matters set forth therein. If the terms of a financing transaction are ultimately approved and agreed by Lender, the definitive loan documentation will contain other customary provisions, including, without limitation, representations and warranties, covenants, conditions, specified events of default and other provisions, all of which must be satisfactory to Lender in all respects.

Borrower:	Town of Howey-in-the-Hills (the “Borrower” or the “Town”)
Lender:	United Community Bank (Taxable) or United Community Public Finance, Inc., as designated in advance of closing (Tax-Exempt).
Loan:	\$250,000
Use of Proceeds:	To in part, finance the Boardwalk improvement to the SM Mason Preserve.
Security:	The Town will pledge its Park and Recreation Impact Fees and will further secure this financing with the Town’s General Fund.
Guarantor(s):	None
Maturity:	60 months (fully amortizing).
Repayment:	Fully funded at closing. Monthly Principal and Interest payments.
Interest Rate:	Taxable Fixed Rate: 6.86% Tax-Exempt Fixed Rate: 5.42%

	<p>*The rates above are indicative as of 10/24/2024. Rates can be locked for 30 days. Otherwise, the rate will float until 1 week prior to closing.</p> <p>Accrual Basis: 30/360</p> <p>The Borrower will pay to the Lender prepayment compensation in connection with any prepayment of the Loan based on the Lender's standard make-whole terms for fixed rate loans.</p>
<p>Fees:</p>	<p>\$1,250</p>
<p>Financial and Other Covenants:</p>	<p>Usual and customary covenants, reporting requirements, representations and warranties and events of default, for transactions of this type, including, without limitations, the following reporting requirements:</p> <ul style="list-style-type: none"> • Annual Financial Statements within 210 days of fiscal year end. • Annual budget within 30 days of adoption.
<p>Conditions Precedent, Other Terms, and Notes:</p>	<ol style="list-style-type: none"> 1. Borrower's Counsel Opinion (Tax-Exempt only): An opinion of Borrower's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, Lender and its counsel. 2. Bond Counsel Opinion (Tax-Exempt only): An approving opinion of bond counsel related to the loan in form and substance satisfactory to the Lender and for Tax-Exempt options, shall include, without limitation, an opinion delivered at the time of conversion that the interest rate on the loan is excludable from gross income for Federal income tax purposes. 3. Other Items: Lender shall have received such other documents, instruments, approvals or opinions as may be reasonably requested. 4. Estimated Bond Counsel fees of \$35,000. If the Town does not have Bond Counsel selected, UCB can provide a list of firms (Tax-Exempt only).

<p>Lender's Legal Counsel:</p>	<p>Estimated fees for the closing of the loan will not exceed \$7,500 (Tax-Exempt only). All legal fees shall be paid by the Borrower whether or not the Loan described herein is closed.</p>
<p>Governing Law & Jurisdiction:</p>	<p>State of Florida</p>
<p>Municipal Advisor Disclosure:</p>	<p>Please note: (i) the transaction contemplated herein is an arm's length commercial transaction between Borrower and the Lender; (ii) in connection with such transaction, the Lender is acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent, or a fiduciary of Borrower; (iii) to the extent applicable, Bank is relying on the bank exemption in the Municipal Advisor Rules (or such other applicable exemptions, including as it relates to general information); (iv) Lender has not provided any advice or assumed any advisory or fiduciary responsibility in favor of Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (v) Lender has financial and other interests that differ from those of Borrower; and (vi) Borrower has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate (including any Municipal Advisors). Nothing herein is intended to serve as legal, tax or accounting advice. Borrower may be required to certify to the foregoing in a closing certificate.</p>
<p>Patriot Act:</p>	<p>Pursuant to the requirements of the Patriot Act, the Lender and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes name, address, tax identification number and other information regarding obligors that will allow the Lender to identify obligors in accordance with the Patriot Act, and the Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Lender and its affiliates.</p>

Expiration Date:	This Term Sheet shall expire on November 14, 2024, unless a formal commitment letter has been issued prior to such date.
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Thank you for the opportunity to continue to offer commercial banking services to the town of Howey in the Hills as a valued client of United Community.



Brad White
Commercial Relationship Manager

Accepted on this day, _____, 2024 by: **Town of Howey in the Hills**

Signature _____

Print Name _____

Title _____



Town of Howey-in-the-Hills
Tax Exempt Financing

.....
Loan Proposal:

- **Loan Amount:** \$250,000.00
- **Loan Term:** 5 years
- **Interest Rate:** 5.30% Fixed
- **Amortization:** 5 years

Additional financing information on loan fees and/or prepayment penalties:

- **Prepayment Penalties:** None. Loan can be prepaid partially or in full at any time without penalty.
- **Debt Service Coverage Provision:** None.
- **Bank Fee:** None.

Bank Name: United Southern Bank

Address: 515 W. Main Street, Leesburg, FL 34748

Authorized Signature: *Jason McCray*

Signature/Title: Jason McCray / Vice President

Phone #: (352) 771-2421

Fax #: (352) 326-5447

Email: Jason.McCray@UnitedSouthernBank.com

Date: 10/22/2024

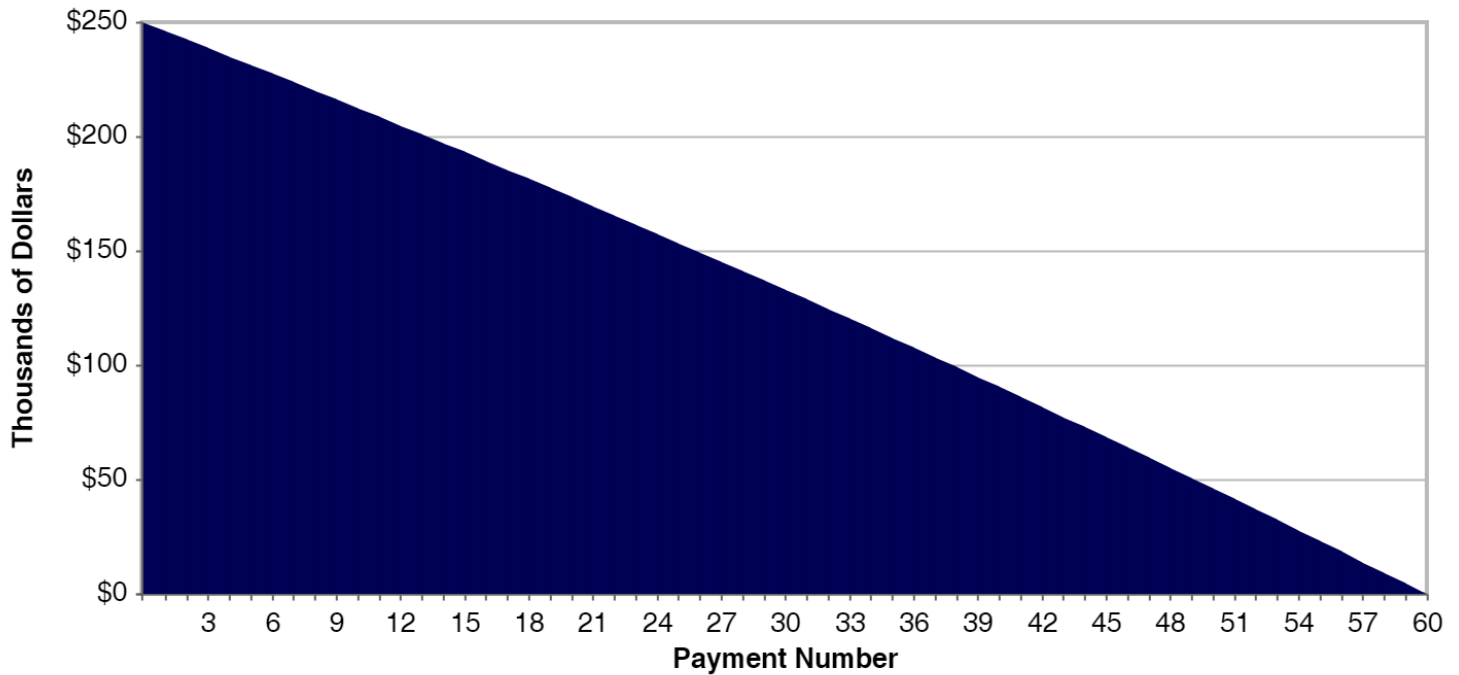
Amortizing Loan Calculator > United Southern Bank

data2.profitstarscms.com

Your \$250,000.00 loan has 60 monthly payments of \$4,752.25 at 5.3%.

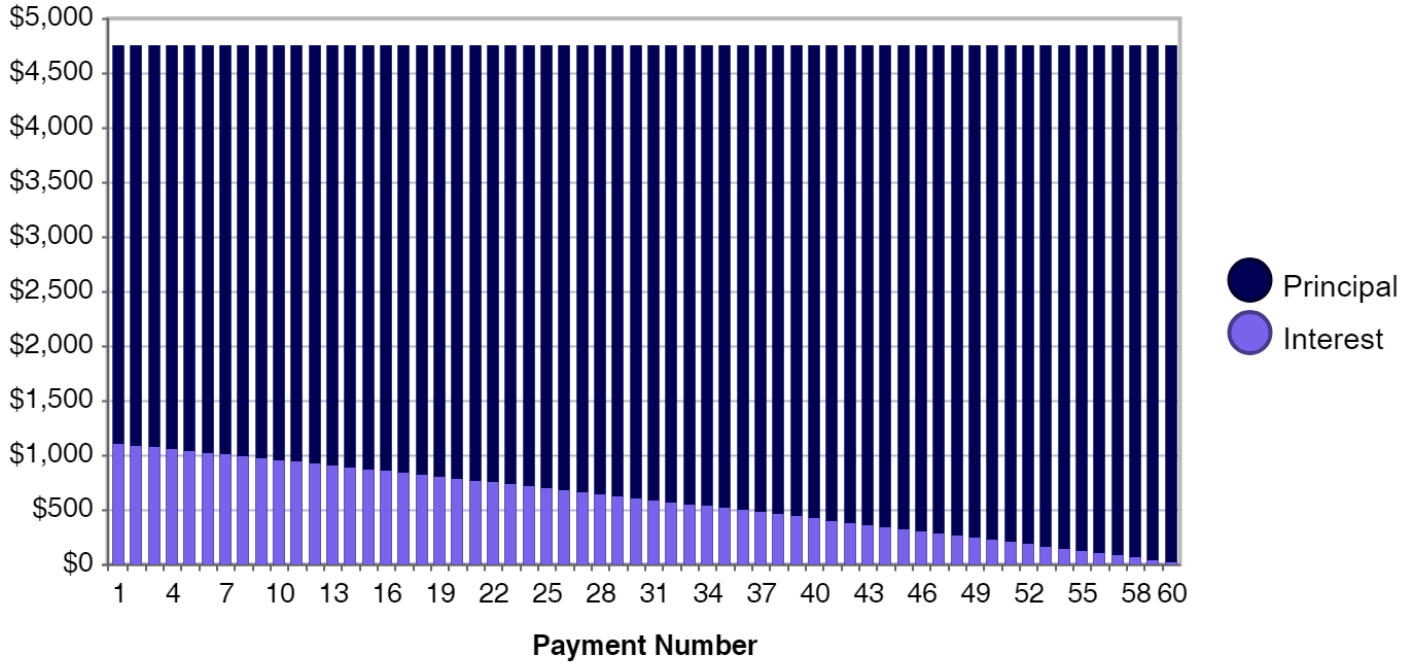
If you make all of your payments on this loan, and do not prepay any of the principal, the total interest for this loan is \$35,134.72.

Balances for a \$250,000.00 loan



Loan Summary	
Loan amount	\$250,000.00
Monthly payment	\$4,752.25
Interest rate	5.3%
Term	60 monthly payments
Total payments	\$285,134.72
Total interest paid	\$35,134.72

Total Principal and Interest by Payment



Payment Schedule

#	Payment	Principal	Interest	Loan balance
				\$250,000.00
1	\$4,752.25	\$3,648.08	\$1,104.17	\$246,351.92
2	\$4,752.25	\$3,664.20	\$1,088.05	\$242,687.72
3	\$4,752.25	\$3,680.38	\$1,071.87	\$239,007.34
4	\$4,752.25	\$3,696.63	\$1,055.62	\$235,310.71
5	\$4,752.25	\$3,712.96	\$1,039.29	\$231,597.75
6	\$4,752.25	\$3,729.36	\$1,022.89	\$227,868.39
7	\$4,752.25	\$3,745.83	\$1,006.42	\$224,122.56
8	\$4,752.25	\$3,762.38	\$989.87	\$220,360.18
9	\$4,752.25	\$3,778.99	\$973.26	\$216,581.19
10	\$4,752.25	\$3,795.68	\$956.57	\$212,785.51
11	\$4,752.25	\$3,812.45	\$939.80	\$208,973.06

#	Payment	Principal	Interest	Loan balance
12	\$4,752.25	\$3,829.29	\$922.96	\$205,143.77
13	\$4,752.25	\$3,846.20	\$906.05	\$201,297.57
14	\$4,752.25	\$3,863.19	\$889.06	\$197,434.38
15	\$4,752.25	\$3,880.25	\$872.00	\$193,554.13
16	\$4,752.25	\$3,897.39	\$854.86	\$189,656.74
17	\$4,752.25	\$3,914.60	\$837.65	\$185,742.14
18	\$4,752.25	\$3,931.89	\$820.36	\$181,810.25
19	\$4,752.25	\$3,949.25	\$803.00	\$177,861.00
20	\$4,752.25	\$3,966.70	\$785.55	\$173,894.30
21	\$4,752.25	\$3,984.22	\$768.03	\$169,910.08
22	\$4,752.25	\$4,001.81	\$750.44	\$165,908.27
23	\$4,752.25	\$4,019.49	\$732.76	\$161,888.78
24	\$4,752.25	\$4,037.24	\$715.01	\$157,851.54
25	\$4,752.25	\$4,055.07	\$697.18	\$153,796.47
26	\$4,752.25	\$4,072.98	\$679.27	\$149,723.49
27	\$4,752.25	\$4,090.97	\$661.28	\$145,632.52
28	\$4,752.25	\$4,109.04	\$643.21	\$141,523.48
29	\$4,752.25	\$4,127.19	\$625.06	\$137,396.29
30	\$4,752.25	\$4,145.42	\$606.83	\$133,250.87
31	\$4,752.25	\$4,163.73	\$588.52	\$129,087.14
32	\$4,752.25	\$4,182.12	\$570.13	\$124,905.02
33	\$4,752.25	\$4,200.59	\$551.66	\$120,704.43

Item 7.

#	Payment	Principal	Interest	Loan bal
34	\$4,752.25	\$4,219.14	\$533.11	\$116,485.29
35	\$4,752.25	\$4,237.77	\$514.48	\$112,247.52
36	\$4,752.25	\$4,256.49	\$495.76	\$107,991.03
37	\$4,752.25	\$4,275.29	\$476.96	\$103,715.74
38	\$4,752.25	\$4,294.17	\$458.08	\$99,421.57
39	\$4,752.25	\$4,313.14	\$439.11	\$95,108.43
40	\$4,752.25	\$4,332.19	\$420.06	\$90,776.24
41	\$4,752.25	\$4,351.32	\$400.93	\$86,424.92
42	\$4,752.25	\$4,370.54	\$381.71	\$82,054.38
43	\$4,752.25	\$4,389.84	\$362.41	\$77,664.54
44	\$4,752.25	\$4,409.23	\$343.02	\$73,255.31
45	\$4,752.25	\$4,428.71	\$323.54	\$68,826.60
46	\$4,752.25	\$4,448.27	\$303.98	\$64,378.33
47	\$4,752.25	\$4,467.91	\$284.34	\$59,910.42
48	\$4,752.25	\$4,487.65	\$264.60	\$55,422.77
49	\$4,752.25	\$4,507.47	\$244.78	\$50,915.30
50	\$4,752.25	\$4,527.37	\$224.88	\$46,387.93
51	\$4,752.25	\$4,547.37	\$204.88	\$41,840.56
52	\$4,752.25	\$4,567.45	\$184.80	\$37,273.11
53	\$4,752.25	\$4,587.63	\$164.62	\$32,685.48
54	\$4,752.25	\$4,607.89	\$144.36	\$28,077.59
55	\$4,752.25	\$4,628.24	\$124.01	\$23,449.35

Item 7.

#	Payment	Principal	Interest	Loan balance
56	\$4,752.25	\$4,648.68	\$103.57	\$18,800.67
57	\$4,752.25	\$4,669.21	\$83.04	\$14,131.46
58	\$4,752.25	\$4,689.84	\$62.41	\$9,441.62
59	\$4,752.25	\$4,710.55	\$41.70	\$4,731.07
60	\$4,751.97	\$4,731.07	\$20.90	\$0.00

Item 7.

Information and interactive calculators are made available to you as self-help tools for your independent use and are not intended to provide investment advice. We cannot and do not guarantee their applicability or accuracy in regards to your individual circumstances. All examples are hypothetical and are for illustrative purposes. We encourage you to seek personalized advice from qualified professionals regarding all personal finance issues.



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: Whispering Heights Rezoning Request
DATE: September 12, 2024

On July 5, 2024 the Town received an application from Red Jacket Development Group to rezone the Whispering Heights property from MDR-1 to MDR-2 based on a determination by the Town's legal staff that the same rezoning request considered in 2018 was never properly completed. The Whispering Heights (nee Whispering Hills) project has a long history with the Town stretching back to the early 2000s, and a brief history of the project's movement through the review process may be helpful in the Planning Board's effort to provide a recommendation to Town Council. Ultimately there are three options the Board may consider.

Whispering Heights History

The Original Project: The original project was approved (2007) for 107 lots under the MDR-1 zoning standards. The proposed subdivision would use private streets to allow for a gated community. The plan was to use Town water but allow septic tank use for sewer for the 107 lots. The project was on hold during the recession, but in 2013 the plan was revived with applications for preliminary subdivision approval and final subdivision plan approval as required by the Town land development code. The Town Council approved the final subdivision plan on December 9, 2013. At this point in time the development had the basic approval needed to proceed with construction of subdivision improvements.

The Rezoning: In 2018, the developers proposed an alternative plan to rezone the property from MDR-1 to MDR-2 which would allow for lots of 9,000 square feet rather than the 15,000 square foot lots required by MDR-1. The MDR-2 zoning would allow for a project expansion from 107 units to 156 units. The primary trade-off for the rezoning and increased unit total was an agreement to connect the entire project to the Town's sewer system. The applicant also committed to retaining larger lots along the lakefront. The rezoning request was considered by the Planning Board in August and September of 2018. The request was forwarded to the Town Council for consideration.



At this point, the proposed ordinance (2018-008) to effect the rezoning was considered by the Town Council for adoption at their November 13, 2018 meeting. The available Town records do not show a final action on the rezoning or a revised development agreement. However, the developer and the Town proceeded as if the rezoning had been fully completed. The official zoning map was updated to show the MDR-2 zoning as current and the applicant proceeded with both preliminary and final subdivision designs.

The records issue was discovered when the final subdivision plan was presented to the Town Council for approval, when the Town staff was asked to confirm the zoning. After a review of the records by the Town Clerk and the Town Attorney, a ruling was given that due to the lack of confirming documentation, the MDR-2 zoning was never properly completed and therefore the current zoning is MDR-1.

Subdivision Design: With the parties to the project believing the 2018 zoning request had been properly completed, the applicant proceeded with a preliminary subdivision plan based on the MDR-2 zoning. This plan was approved by Town Council in October

2020. A final subdivision plan was subsequently prepared for Planning Board consideration in June, 2024 and presented to the Town Council in July 2024. At this point the issues with final zoning actions arose and the final subdivision plan was placed on hold. Seeking to revisit the MDR-2 zoning change, the developer filed an application for rezoning on July 5, 2024.

The Rules Change: On August 26, 2024, the Town Council approved a package of zoning revisions that included changes to the MDR-2 zoning district. The minimum lot size for MDR-2 property was increased from 9,000 square feet to 10,890 square feet. Should the Town Council approve a rezoning to MDR-2, the change in lot size will require the preliminary and final subdivision plans to be redesigned to the larger lot size. The project will still be required to connect to the Town's sewer network.

Rezoning Options

The Planning Board has three options to recommend to the Town Council based on the history of the project, the previous MDR-2 zoning rules and the revised MDR-2 zoning rules.

- Option 1: Recommend denial of the rezoning and leave the MDR-1 zoning in place. This option will likely have the project revert to its original design.
- Option 2: Recommend rezoning to MDR-2 with the current lot size of 10,890 square feet. Option 2 will allow some increase in total lots above the original 107 lots but the total project size will be less than the 156 lot design.
- Option 3: The Board could recommend the Town Council rezone the property to MDR-2 under the old rules based on the application for rezoning having been submitted prior to the adoption of the current rules. This option would allow the 156 lot design to proceed.

All of these options would be consistent with the future land use designation of Medium Density Residential.

ORDINANCE NO. 2024-011

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO LAND USE; REZONING FROM MEDIUM DENSITY RESIDENTIAL 1 (MDR-1) TO MEDIUM DENSITY RESIDENTIAL 2 (MDR-2) APPROXIMATELY 70.15 ACRES OF LAND LOCATED EAST OF THE NORTHERNMOST SEGMENT OF NORTH BUCKHILL ROAD AND IDENTIFIED BY THE LAKE COUNTY PROPERTY APPRAISER’S PARCEL NUMBERS 36-20-25-0004-000-00900, 36-20-25-0001-000-01000, AND 36-20-25-0004-000-01500, AS WELL AS BY ALTERNATE KEY NUMBERS 3564219, 3877787, AND 3907438; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

Section 1. Findings. In enacting this ordinance, the Town Council of the Town of Howey-in-the-Hills, Florida (“Town Council”), declares the following findings, purposes, and intent:

(1) Red Jacket Development Group LLC, and Bredco Development Group now own the 70.15 ± acres of land that is to be developed as the project known as Whispering Heights.

(2) The land is located east of the northernmost segment of North Buckhill Road and is identified by the Lake County Property Appraiser’s parcel numbers 36-20-25-0004-000-00900, 36-20-25-0001-000-01000, and 36-20-25-0004-000-01500 and by AltKey numbers 3564219, 3877787, and 3907438 (“Property”).

(3) The owners have requested a change in the zoning of the Property from Medium Density Residential 1 (MDR-1) to Medium Density Residential 2 (MDR-2).

(4) The Town Council determines that rezoning the Property from MDR-1 to MDR-2 is consistent with both the Town’s Comprehensive Plan, as amended, and the Town’s Land Development Code (“LDC”), as amended.

Section 2. Amendments to the Official Zoning Map. The Town Council hereby amends the Official Zoning Map to change the zoning of the Property from Medium Density Residential 1 (MDR-1) to Medium Density Residential 2 (MDR-2).

Section 3. Severability. If a provision of this ordinance is declared by a court of competent jurisdiction to be void or unenforceable, all the remaining provisions of this ordinance shall remain in full effect. To that end, this ordinance is declared to be severable.

Section 4. Conflicts. In the event of a conflict between this ordinance and other ordinances existing as of the date of this enactment, this ordinance shall control and supersede.

Section 5. Codification. The amendments to the Official Zoning Map in section 2 of this ordinance shall be codified and made part of the LDC for the Town of Howey-in-the-Hills.

Section 6. Effective Date. This ordinance takes effect upon its enactment.

ORDAINED AND ENACTED this 28th day of October, 2024, by the Town Council of the Town of Howey-in-the-Hills, Florida.

[Signatures on the following page]

ORDAINED AND ENACTED this 28th day of October, 2024.

**TOWN OF HOWEY-IN-THE-HILLS,
FLORIDA**

By: its Town Council

By: _____
Hon. Martha MacFarlane, Mayor

Attest:

John Brock, Town Clerk

Approved as to form and legality
(for the use and reliance of the Town only)

Thomas J. Wilkes
Town Attorney

Planning and Zoning Meeting held **October 3, 2024**

First Reading held **October 28, 2024**

Second Reading and enactment _____, **2024**

Advertised **September 16, 2024** and _____.

#61488663 v1

MAYORAL SELECTION PROCESS

Town Council Meeting, November 12, 2024

Town of Howey-in-the-Hills

1. Preparation for Appointment Process

- Swearing-In: The Town Manager will chair the meeting in the absence of a Mayor and the Town Clerk will first conduct the swearing-in of newly-elected Councilors. This ensures that all Councilors are officially in office and eligible to participate in the Mayoral selection process.

2. Charter Review

- The Town Clerk will review the Charter elements that discuss the Mayor's role and the selection of the Mayor.

3. Nomination Process

- Open Nominations: The Town Manager, as chair, will open the floor for nominations. Council members may nominate a fellow Council member; self-nominations are not permitted.

- Acceptance of Nomination: Each nominee must confirm their willingness to serve by verbally accepting the nomination.

4. Public Comment Period

- Members of the public will have the opportunity to speak on the slate of candidates. Each resident may speak for up to three minutes, providing input before the Council discussion.

5. Council Discussion

- Council members will discuss the slate of candidates.

6. Voting Process

- Majority Vote Requirement: A simple majority vote (three-fifths) is required to select the new Mayor. However, if a nominee does not meet the one-year service requirement, a four-fifths vote is necessary to confirm that nomination.

- Runoff Voting: If the necessary majority is not reached on the first ballot, an additional round of voting will be conducted after council discussion [limited to 3 minutes per councilor].

- Re-opening of Nominations: If no candidate has received the necessary votes after two rounds, the slate of candidates will be re-opened, returning to Step #3 as above and allowing for new nominations. This process will continue until a Mayor has been selected.

7. Appointment Confirmation and Swearing-In

- Confirmation: Once a nominee receives the necessary votes, the Town Clerk will confirm the appointment.

- Swearing-In Ceremony: The new Mayor will be sworn in immediately by the Town Clerk. At this point, the Mayor will assume the chair of the meeting from the Town Manager.