



## Town Council Meeting

January 13, 2025 at 6:00 PM

Howey-in the-Hills Town Hall

101 N. Palm Ave.,

Howey-in-the-Hills, FL 34737

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**Join Zoom Meeting:** <https://us06web.zoom.us/j/82324355663?pwd=3dc7HDcybhL19H8bOprNpVOJUem9T.1>  
**Meeting ID:** 823 2435 5663 | **Passcode:** 045514

### 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 November 25, 2024, Town Council Meeting.
- 2.** The approval of the minutes and ratification and confirmation of all Town Council actions at the December 10, 2024 Town Council New Councilor Orientation Workshop.
- 3.** The approval of the minutes and ratification and confirmation of all Town Council actions at the December 17, 2024 Town Council Wastewater Workshop.
- 4.** Consideration and Approval: **FDEM/FEMA Mitigation Grant Funding Contract**
- 5.** Consideration and Approval: **Milestone Audit Assistance Contract Approval**
- 6.** Consideration and Approval: **Binney Accounting & Assurance Services - Auditing Agreement**

### PUBLIC HEARING

### OLD BUSINESS

### NEW BUSINESS

- [7.](#) Consideration and Approval: **Central Lake CDD Amended and Restated Wastewater Agreement**
- [8.](#) Consideration and Approval: **Resolution 2025-001 - Rules of Order**
- [9.](#) Discussion: **Library Director and the Charter**

### **DEPARTMENT REPORTS**

- [10.](#) Town Hall
- [11.](#) Police Department
- [12.](#) Code Enforcement
- [13.](#) Public Works
- [14.](#) Library
- [15.](#) Parks & Recreation Advisory Board / Special Events
- [16.](#) Town Attorney
- [17.](#) Finance Supervisor
- [18.](#) Town Manager

### **COUNCIL MEMBER REPORTS**

- [19.](#) Mayor Pro Tem Everline
- [20.](#) Councilor Arnold
- [21.](#) Councilor Miles
- [22.](#) Councilor Lannamañ
- [23.](#) Mayor Wells

### **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: **Jan 13, 2025 06:00 PM Eastern Time (US and Canada)**

Join Zoom Meeting

<https://us06web.zoom.us/j/82324355663?pwd=3dc7HDcybhL19H8bOprNpV0JUmEm9T.1>

Meeting ID: 823 2435 5663

Passcode: 045514

Dial by your location

**+1 646 558 8656 US (New York)**

**+1 346 248 7799 US (Houston)**

Meeting ID: 823 2435 5663

Passcode: 045514

Find your local number: <https://us06web.zoom.us/j/82324355663?pwd=3dc7HDcybhL19H8bOprNpV0JUmEm9T.1>

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**  
**November 25, 2024, at 6:00 PM**  
**Howey-in-the-Hills Town Hall**  
**101 N. Palm Ave.,**  
**Howey-in-the-Hills, FL 34737**

**MINUTES**

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

**ROLL CALL**

Acknowledgement of Quorum

**MEMBERS PRESENT:**

Mayor Pro Tem Tim Everline | Councilor Jon Arnold | Councilor Reneé Lannamañ | Councilor David Miles | Mayor Graham Wells

**STAFF PRESENT:**

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

**AGENDA APPROVAL/REVIEW**

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

**Voting**

**Yea:** Councilor Arnold, Mayor Pro Tem Everline, Councilor Lannamañ, Councilor Miles, Mayor Wells

**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.*

Mayor Pro Tem Everline asked to pull agenda item #1 from the Consent Agenda for discussion.

Councilor Miles asked to pull agenda item #2 from the Consent Agenda for discussion.

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the November 12, 2024, Town Council Meeting.

Mayor Pro Tem Everline stated that he would like to review the audio for the November 12<sup>th</sup> meeting prior to approving the minutes.

**Motion made by Mayor Pro Tem Everline to table the November 12, 2024, Town Council Meeting minutes to the next Town Council meeting for further review; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.**

**Voting**

**Yea:** Councilor Arnold, Mayor Pro Tem Everline, Councilor Lannamañ, Councilor Miles, Mayor Wells

**Nay:** None

2. Consideration and Approval: **Authorization for Mayor Wells to execute approved Ordinance 2015-005**

Councilor Miles asked if the Town staff were aware of any additional previous Ordinances that were not signed. Town Manager, Sean O’Keefe stated that he was not aware of any other Ordinances.

Councilor Miles asked Town Attorney, Tom Wilkes, if the Town should go to former Mayor Sears to ask him to sign the Ordinance. Mr. Wilkes stated that the Town could ask him to sign it or Mayor Wells, but that this should be signed and corrected.

Mayor Pro Tem Everline asked what effect it would have by not signing the Ordinance now. Mr. Wilkes stated that the developer received their approval by the Town Council in 2016; the fact that Mayor Sears did not execute it is a technical issue with paperwork, and it doesn't change anything regarding the approval. Furthermore, Mr. Wilkes stated that there was no way to go back and change that simply because the mayor did not sign it in 2016.

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

**Motion made by Councilor Miles to authorize Mayor Wells to execute previously approved Ordinance 2015-005; seconded by Councilor Lannamañ. Motion approved by roll call vote.**

**Voting**

**Yea:** Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells

**Nay:** Mayor Pro Tem Everline

**PUBLIC HEARING**

None

**OLD BUSINESS**

None

**NEW BUSINESS**

3. Discussion: **Meeting Procedures (Discussion Flow / Making Motions)**

Town Manager, Sean O’Keefe, presented Mayor Wells’ proposed Meeting Procedure changes to improve meeting flow and efficiency based on feedback from the November 12th meeting. Recommendations included incorporating preliminary motions in staff reports to focus discussions on actionable outcomes, revising the discussion flow to follow a three-step process—council discussion,

public comment, and motions/voting—and limiting actions on "discussion only" agenda items to ensure transparency and adherence to agenda intent. These measures aim to streamline meetings without compromising robust dialogue, with council input invited for further refinement.

Councilor Lannamañ stated that she was in favor of the changes.

Mayor Pro Tem Everline stated that he was not in favor of the changes, and he believed that Public Comment should occur before Council discussions. Mayor Pro Tem Everline handed out a set of meeting procedures that he had received from the Town of Orchid, Florida and suggested that the Town Council should consider adopting the Town of Orchid's procedures. Mayor Pro Tem Everline suggested that the public should have as much time as necessary to speak and that the meeting should just go longer and that they could be started earlier.

Councilor Miles stated that he agreed with Mayor Wells' proposed method for doing business.

Mayor Wells opened Public Comment for this item only.

**Marie Gallelli, 1104 N. Tangerine Ave.** – Mrs. Gallelli stated her primary concern was that public was heard and fairly considered prior to the Town Council voting on issues.

**Tom Ballou, 1005 N. Tangerine Ave.** – Mr. Ballou stated that he agreed with Mrs. Gallelli and did not like the idea of the public being heard after the Town Councilors had already had their discussion. Mr. Ballou stated that he also thought that the Town Council meeting November 12, 2024, was too long.

**Martha MacFarlane, 63 Camino Real** – Mrs. MacFarlane stated that Public Comment and Town Council discussion should occur prior to motions being made, due to the fact that too many motions in the past had to be walked back because the item was not fully discussed prior to the motion being made.

**Andi Everline, 1012 N Lakeshore Blvd.** – Mrs. Everline stated that, if Town Council discusses an item before Public Comment is made, the Town Councilors will have already made up their minds prior to listening to the public.

**Ann Griffin, 215 E Laurel Ave.** – Mrs. Griffin stated that she believed that the Town Council should listen to what the public says prior to having the Town Council discussion.

Mayor Wells closed Public Comment for this item.

Mayor Wells stated that he would like to try to the meeting procedures for a few meetings and then re-evaluate in February. Mayor Wells asked a for a straw poll from the other Town Councilors to see if there was a consensus. Councilor Lannamañ and Councilor Arnold stated that they agreed with Mayor Wells about the proposed procedures; Mayor Pro Tem Everline and Councilor Miles suggested that the topic should be tabled for further evaluation.

Due to the heavy discussion and strong feelings about the proposal, Mayor Wells withdrew his proposal at this time.

#### 4. Consideration and Approval: **Resolution 2024-011 - Budget Amendment FY24**

Town Manager, Sean O'Keefe, read Resolution 2024-011 out loud by title only:

**A RESOLUTION OF THE TOWN OF HOWEY-IN-THE-HILLS, LAKE COUNTY, FLORIDA, AUTHORIZING THE FINAL BUDGET AMENDMENT, AMENDING THE GENERAL FUND AND WATER/SANITATION FUND, FOR THE BUDGET YEAR 2023/2024.**

Mr. O’Keefe stated that the final budget amendment was necessary to be completed within 60 days of the end of the fiscal year by statute. Mr. O’Keefe stated that there were two budget amendments in the Resolution. The first was to increase the Special Events budget (listed under 1-574-340 budget line) by \$8,000 and reduce the Parks & Recreation budget (listed under 1-572-460) by \$8,000. This change was due to the Town’s Christmas tree being paid out of FY 2024 after it had been ordered in FY 2023.

Mr. O’Keefe stated that the second budget amendment was to increase the Sanitation Department budget (listed under 401-534-340 budget line) by \$24,000 and to reduce the Water Utility Services budget (listed under 401-533-340 budget line) by \$24,000. This change was necessary due to an increase in the number of customers having their trash collected.

Mayor Wells stated that he had worked with Mr. O’Keefe and Finance Supervisor, Oscar Ojeda, to produce the Resolution. Mayor Wells stated that he had also worked with both Mr. O’Keefe and Mr. Ojeda to create a new finance report that would be presented to the Town Council in December.

Councilor Miles thanked Mayor Wells for his assistance to the Town, praising him for the Budget Amendment Resolution being completed correctly.

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

**Motion made by Councilor Lannamañ to approve Resolution 2024-011; seconded by Mayor Pro Tem Everline. Motion approved unanimously by roll call vote.**

#### **Voting**

**Yea:** Councilor Arnold, Mayor Pro Tem Everline, Councilor Lannamañ, Councilor Miles, Mayor Wells

**Nay:** None

#### 5. Discussion: **Upcoming Strategic Planning Workshop**

Town Manager, Sean O’Keefe, explained that Councilor Arnold has been championing the upcoming Strategic Planning Workshop, and asked him to speak about the upcoming workshop.

Councilor Arnold stated that the purpose of the upcoming Strategic Planning Workshop (which had been scheduled for December 17, 2024, at 2:00 p.m.) was to identify what the Town Council’s ultimate destination was. Councilor Arnold stated that he would like to find out what each Councilor’s vision for the future of the Town was and asked everyone to bring their ideas.

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

#### 6. Discussion: **Selection of Date for New Councilor Orientation Workshop**

Town Manager, Sean O’Keefe, stated that the purpose of this workshop was to educate incoming Town Councilors on elements to include: the Town’s operational structure, municipal planning principles (like the difference between the Town’s Comprehensive Plan and Land Development Code), Sunshine Law, and the basics of municipal finance.

Tuesday, December 10, 2024, from 1:00 p.m. to 5:00 p.m. was selected as the date and time for the Orientation Workshop.

Town Clerk, John Brock, spoke about the Florida League of Cities’ (FLC) Institute for Elected Municipal Officials (IEMO) training. Mr. Brock stated that the next available IEMO was in Gainesville

Florida on Friday January 24, 2025, through Saturday January 25, 2025. Mayor Wells, Mayor Pro Tem Everline, and Councilor Arnold all committed to going to this FLC workshop.

## **DEPARTMENT REPORTS**

### 7. Town Manager

Town Manager, Sean O'Keefe, announced that the public-facing offices of Town Hall and the library would be closed for Thanksgiving on Thursday and Friday, November 28-29, and extended holiday wishes to all. He reminded attendees of the adjusted December Town Council schedule, noting there would be only one meeting on December 9th at the regular time. He also highlighted additional opportunities for collaboration, including upcoming strategic workshops.

O'Keefe provided updates on various projects, including the FDEM/FEMA Bypass Lift Stations Grant for the Venezia subdivision, with paperwork underway for submission to the state office. The Sarah Maude Mason Nature Preserve project has faced delays due to hurricanes but is expected to be completed in December, though it may not be ready before the Christmas Festival's Reindeer Dash. Regarding the Citrus Avenue project, revisions to the surveys have been reviewed and approved by the Town Engineer, with the next step involving discussions with legal counsel to finalize the corrected documents.

## **COUNCIL MEMBER REPORTS**

### 8. Mayor Pro Tem Everline

Mayor Pro Tem Everline highlighted concerns from residents about a lack of awareness regarding Town Codes. He shared his personal experience moving from an area without such regulations and noted that many residents, both new and long-time, may not fully understand local requirements. Existing informational materials at Town Hall, such as pamphlets on tree regulations and code compliance, are helpful but insufficient in addressing recurring questions about specific issues like tree removal, parking regulations, and the use of canvas tarps.

To address this, Mayor Pro Tem Everline proposed creating a comprehensive, cost-effective code information booklet or pamphlet. He suggested the code enforcement officer compile frequently referenced codes, including commonly misunderstood or enforced regulations, into a single resource. This booklet could be distributed to all households in Howey-in-the-Hills and provided to new residents upon moving in. He emphasized that this would improve awareness, streamline compliance, and provide a clear reference for residents, helping to address complaints effectively.

Mayor Pro Tem Everline also questioned why Town Manager, Sean O'Keefe, had not received an annual evaluation this year and suggested that a date be chosen soon for the Town Council to complete this evaluation. Mayor Wells stated that he would investigate the process and get back with the Town Council.

### 9. Councilor Arnold

Councilor Arnold announced to those in attendance that the Howey Men's Club would be having a meeting on Tuesday, December 3, 2024, at 6:30 p.m. at the Mission Inn and was attempting to increase its membership.

### 10. Councilor Miles

Councilor Miles asked about the status of the Stormwater Drainage Project that the Town had received a grant for. Mr. O'Keefe stated that the Town had put the project out for bid with a Request for Bids



(RFB) and had received 5 bids back. Mr. O’Keefe stated that lowest bid that the Town had received was double what the size of the awarded grant. Due to this difference in cost and grant awards, the Town Public Services Director, Morgan Cates, was seeking additional grant funding for this project before it would move forward. Councilor Miles stated that he believed that the Town’s Staff should have brought the five bids before the Town Council, so that they could formally reject them.

11. Councilor Lannamañ

None

12. Mayor Wells

None

**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.*

**Andi Everline, 1012 N. Lakeshore Blvd.** – Mrs. Everline stated that she was having a problem with GFL not picking up her regular yard waste.

**Martha MacFarlane, 63 Camino Real** – Mrs. MacFarlane suggested that the Town utilize its website to communicate information about Code Enforcement within the Town, rather than producing fliers, due to the cost of printing the fliers.

**Marie Gallelli, 1104 N. Tangerine Ave.** – Mrs. Gallelli had questions about where a resident could find information about the Town’s upcoming Christmas Festival on the Town’s website.

**Cathy Coleman, 1004 N. Citrus Ave.** – Mrs. Coleman stated that it was very hard to hear the Town Councilors in the back of the room when they did not directly speak into their microphones. Mrs. Coleman also spoke about agenda item #3, Meeting Procedures.

Mayor Wells thanked former Councilor Gallelli for her service as Town Councilor.

**ADJOURNMENT**

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

The Meeting adjourned at 7:59 p.m. | **Attendees: 27**

\_\_\_\_\_  
Mayor Wells

ATTEST:

\_\_\_\_\_

John Brock, Town Clerk



## Town Council New Councilor Orientation Workshop

**December 10, 2024 at 1:00 PM**  
**Howey-in the-Hills Town Hall**  
**101 N. Palm Ave.,**  
**Howey-in-the-Hills, FL 34737**

### AGENDA

Mayor Wells called the Town Council New Councilor Orientation Workshop to order at 1:07 p.m. Mayor Wells led the attendees in the Pledge of Allegiance to the Flag.

#### ROLL CALL

Acknowledgement of Quorum

#### **MEMBERS PRESENT:**

Mayor Pro Tem Tim Everline | Councilor Jon Arnold | Councilor Reneé Lannamañ (via Zoom) | Councilor David Miles | Mayor Graham Wells

#### **STAFF PRESENT:**

Sean O’Keefe, Town Manager | Tom Wilkes, Town Attorney | Sean Parks, Town Planner | John Brock, Deputy Town Manager / Town Clerk

#### NEW BUSINESS

##### 1. Presentation: **New Town Councilor Orientation**

Mayor Wells asked the Town Manager, Sean O’Keefe, to begin the orientation session. Staff Members, Sean O’Keefe, Tom Wilkes, Sean Parks, and John Brock, ran the orientation for the newly elected Town Councilors.

The New Town Councilor Orientation Workshop aimed to educate new members about their roles and responsibilities, including an overview of the Town's governance structure and its relationship with Lake County. Town Planner, Sean Parks, discussed the importance of the Town’s Comprehensive Plan and how it guides the Town’s decision making. The session clarified the distinction between municipalities and census-designated places, and the transition from a strong mayor to a council-manager model was discussed. The importance of interlocal service boundary agreements and collaboration with Lake County departments was discussed. Town Clerk, John Brock, spoke about the Florida Sunshine Law and Florida Ethics Rules.

**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, Mayor Wells adjourned the meeting.**

The Meeting adjourned at 5:18 p.m. | **Attendees: 10**

\_\_\_\_\_  
Mayor Graham Wells

ATTEST:

\_\_\_\_\_  
John Brock, Town Clerk

DRAFT



## Town Council Wastewater Workshop

December 17, 2024 at 2:00 PM  
Howey-in the-Hills Town Hall  
101 N. Palm Ave.,  
Howey-in-the-Hills, FL 34737

### AGENDA

Mayor Wells called the Town Council Meeting to order at 2:03 p.m.  
Mayor Wells led the attendees in the Pledge of Allegiance to the Flag.  
Councilor Reneé Lannamañ delivered an invocation

#### ROLL CALL

Acknowledgement of Quorum

#### MEMBERS PRESENT:

Mayor Pro Tem Tim Everline | Councilor Jon Arnold | Councilor Reneé Lannamañ | Councilor David Miles | Mayor Graham Wells

#### STAFF PRESENT:

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

#### NEW BUSINESS

##### 1. Discussion: **Wastewater Options**

The Town Manager, Sean O'Keefe, began with an in-depth review of historical wastewater service agreements that the Town had executed with the Central Lake CDD from 2007 and 2012. Discussions centered on integrating these agreements into a unified framework, with the introduction of an amended and restated agreement aimed at streamlining regulations for all developments. A comparison document prepared by Town Attorney, Tom Wilkes, was shared, highlighting changes made by the CDD and their attorneys, along with a right-of-first-refusal document for consideration.

The meeting included a review of PowerPoint materials, and a service area map related to wastewater management. Key issues discussed included Contributions In Aid of Construction (CIAC) fees, which are determined by the CDD, and the estimated \$13 million expansion costs that developers are expected to cover. Historical concerns from a 2021 agreement were revisited, particularly the need for rate studies and service exclusivity. The current document included 11 points that require further council discussion, emphasizing the importance of addressing these issues to align with the Town's interests.

Negotiations with the Central Lake CDD regarding wastewater treatment agreements were a significant focus, particularly the exclusivity clause in the proposed contract. Council Members expressed concerns

that this clause could limit the Town's options for future developments. Councilor Lannamañ and others highlighted the need to negotiate these terms carefully to avoid long-term constraints.

The group acknowledged that, while exclusivity could be beneficial, it must be evaluated in the context of the Town's overall strategy. Additionally, concerns were raised about the financial implications of the RAM payment and the rapid depletion of existing ERUs due to ongoing residential developments.

The meeting concluded with discussions on the implications of capacity expansion for the wastewater plant and the potential need for funding if expansion is required. The current available capacity of 1,600 ERUs was seen as sufficient for existing developments, but future growth poses challenges. The group also debated the necessity of conducting a rate study to evaluate transitioning from a flat rate to a metered rate for wastewater services, weighing the costs against potential benefits. Overall, the discussions underscored the need for strategic planning and timely negotiations to address the Town's wastewater management and development goals effectively.

**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.*

**Martha MacFarlane, 63 Camino Real** – Mrs. MacFarlane discussed the importance of not reducing the Town rate that it charges for wastewater services, as the Town’s costs will only increase. Mrs. MacFarlane also stated that it was important to protect the Town’s ISBA at all costs. Lastly, Mr. MacFarlane spoke about how the residents in the condos in Mission Inn were paying almost twice as much for wastewater service as residents in Venezia and Talichet.

**ADJOURNMENT**

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

The Meeting adjourned at 4:49 p.m. | **Attendees: 15**

\_\_\_\_\_  
Mayor Graham Wells

ATTEST:

\_\_\_\_\_  
John Brock, Town Clerk



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**Date:** 1/9/2025  
**To:** Mayor and Town Council  
**From:** Morgan Cates  
**Re:** Consideration and Approval: **FDEM/FEMA Mitigation Grant Funding Contract**

**Objective:**

To secure FDEM/FEMA Mitigation Grant funding for the Emergency Bypass Pump Project at Lift Station #1.

**Summary:**

The FDEM/FEMA Mitigation Grant Funding would reduce the Town’s Fiscal Impact for Wastewater Lift Station Bypass Pump Project from \$141,455.00 to \$35,363.75.

**Recommended Motions:**

*The Town Council has the following options:*

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

**Fiscal Impact:**

Project: Wastewater Lift Station #1 Bypass Pump Project:  
Total Cost: \$141,455.00  
FDEM/FEMA 75%: \$106,091.25  
Howey 25% Share: \$35,363.75

**Staff Recommendation:**

Approve the Town Manager to sign the FDEM/FEMA Mitigation Grant Contract to secure the Funding to cover the Emergency Bypass Pump Project at Lift Stations #1.

**SUB-RECIPIENT AGREEMENT CHECKLIST**  
**DIVISION OF EMERGENCY MANAGEMENT**  
**MITIGATION BUREAU**  
**FISCAL OPERATIONS UNIT**  
**HMGP**

<b>REQUEST FOR REVIEW AND APPROVAL</b>	
<b>SUB-RECIPIENT:</b>	Town of Howey-in-the-Hills
<b>PROJECT #:</b>	4673-129-R
<b>PROJECT TITLE:</b>	Town of Howey-in-the-Hills, Wastewater Lift Station #1, Bypass Pump
<b>CONTRACT #:</b>	H1121
<b>MODIFICATION #:</b>	

<b>SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)</b>	
	Town of Howey-in-the-Hills Morgan Cates Public Works Director 101 North Palm Avenue Howey-in-the-Hills, Florida 34737

Enclosed is your copy of the proposed contract/modification between **Town of Howey-in-the-Hills** and the Florida Division of Emergency Management (FDEM).

<b>COMPLETE</b>	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed & Dated Electronic Copy by Official Representative
<input type="checkbox"/>	<b>Copy of the organization’s resolution or charter</b> that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated  <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated  <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment L – FACTS - completed, signed, and dated  <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated  <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (304) 306-9371 or email me at [Patricia.LaFever@em.myflorida.com](mailto:Patricia.LaFever@em.myflorida.com).

Agreement Number: H1121  
Project Number: 4673-129-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient’s name:	<u>Town of Howey-in-the-Hills</u>
Sub-Recipient’s unique entity identifier (UEI/FEIN):	<u>RFB8FURF2954 / 591061566</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4673-FL</u>
Federal Award Date:	<u>October 4, 2024</u>
Subaward Period of Performance Start and End Date:	<u>October 4, 2024 - October 31, 2027</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$106,091.25</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$106,091.25</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$106,091.25</u>
Federal award project description (see FFATA):	<u>Wastewater Lift Station #1, Bypass Pump</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u><a href="mailto:Patricia.LaFever@em.myflorida.com">Patricia.LaFever@em.myflorida.com</a></u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>



THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the Town of Howey-in-the-Hills, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Patricia LaFever  
 Project Manager  
 Bureau of Mitigation  
 Florida Division of Emergency Management  
 2555 Shumard Oak Blvd.  
 Tallahassee, FL 32399-2100  
 Telephone: 304-306-9371  
 Email: Patricia.LaFever@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall  
 Community Program Manager  
 Bureau of Mitigation  
 Florida Division of Emergency Management  
 2555 Shumard Oak Boulevard  
 Tallahassee, FL 32399  
 Telephone: 850-815-4503  
 Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Morgan Cates  
 Public Works Director  
 101 North Palm Avenue  
 Howey-in-the-Hills, Florida 34737  
 Telephone: 352-805-0205  
 Email: mcates@howey.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on October 4, 2024, and shall end on October 31, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$106,091.25.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and
  - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
  - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

- k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

#### (10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and



Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

## (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

#### (13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

#### (14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### (17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;

- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
  - i. Exhibit 1 - Funding Sources
  - ii. Attachment A – Budget and Scope of Work
  - iii. Attachment B – Program Statutes and Regulations
  - iv. Attachment C – Statement of Assurances
  - v. Attachment D – Request for Advance or Reimbursement
  - vi. Attachment E – Justification of Advance Payment
  - vii. Attachment F – Quarterly Report Form
  - viii. Attachment G – Warranties and Representations
  - ix. Attachment H – Certification Regarding Debarment
  - x. Attachment I – Federal Funding Accountability and Transparency Act
  - xi. Attachment J – Mandatory Contract Provisions
  - xii. Attachment K – Certification Regarding Lobbying
  - xiii. Attachment L – Florida Accountability Contract Tracking System
  - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.



e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

**g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

### (23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**(31) BYRD ANTI-LOBBYING AMENDMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

**(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following



affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

### (33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: TOWN OF HOWEY-IN-THE-HILLS**

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

Name and Title: \_\_\_\_\_

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

FEID#: \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Kevin Guthrie, Director

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

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

## Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 106,091.25**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

## Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

## Attachment A

### Budget and Scope of Work

#### **STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protective measures to Wastewater Lift Station #1, located in Howey-in-the-Hills, Lake County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-129-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Town of Howey-in-the-Hills, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

#### **PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide protection to Wastewater Lift Station #1 located in Howey-in-the-Hills, Florida 34737. Coordinates (28.70388, -81.77462).

The proposed scope of work shall purchase and install a permanent bypass pump at a sewage lift station with a design flow rate of 350 GPM or the adequate size determined by the vendor or an engineer during the bid process to appropriately support the critical infrastructure. The project includes the installation of a concrete pad and containment system, a fixed diesel-powered bypass pump operated by floats and necessary pipes, flanges, and valves to connect the bypass pump to the lift station. The bypass pump is powered by a dedicated diesel tank with sufficient fuel to power the bypass pump for at least 72 hours and shall be operated by floats that shall power on the bypass pump when water levels in the lift station reach a defined elevation. This lift station is currently unprotected with no sources of backup power during power outages and any interruption in the electrical power supply results in a loss of service and sewer overflow. This project shall decrease the risk of electrical power loss to the critical wastewater infrastructure and allow the lift station to maintain service and operate during future power outages.

All project components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA). Project components shall comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

#### **TASKS & DELIVERABLES:**

##### **A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and

construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD), as applicable.
- d) Certified Letter of Completion:

1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
  2. Certifying Compliance with all applicable codes.
- e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- f) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved

task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

## **B) Deliverables:**

Mitigation Activities consist of providing protection to Wastewater Lift Station #1, located in Howey-in-the-Hills, Florida 34737, by installing a permanent bypass pump. The scope of work includes a concrete pad, containment system, diesel tank, pipes, flanges, and valves necessary for connection.

All project components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA). Project components shall comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:****C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.

**D) Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 5) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.



**E) Programmatic:**

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the impact to the budget.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **4673-129-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on October 4, 2024; and the Period of Performance for this project shall end on **October 31, 2027**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient’s program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
<b>Total Period of Performance:</b>	<b>36</b>	<b>Months</b>

**BUDGET**

**Line Item Budget\***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$117,705.00	\$88,278.75	\$29,426.25
Labor:	\$23,750.00	\$17,812.50	\$5,937.50
Fees:	\$0.00	\$0.00	\$0.00
<b>Initial Agreement Amount:</b>	<b>\$141,455.00</b>	<b>\$106,091.25</b>	<b>\$35,363.75</b>
***Contingency Funds:	\$0.00	\$0.00	\$0.00
<b>Project Total:</b>	<b>\$141,455.00</b>	<b>\$106,091.25</b>	<b>\$35,363.75</b>

*\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**\*\*\* This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.**

*Project Management costs are included for this project in the amount of \$0.00.*

**Funding Summary Totals**

Federal Share:	\$106,091.25	(75.00%)
Non-Federal Share:	\$35,363.75	(25.00%)
<b>Total Project Cost:</b>	<b>\$141,455.00</b>	<b>(100.00%)</b>

**Attachment B**  
**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Program and Policy Guide, 2023;
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

## Attachment C

### Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/government/grant/sfha\\_conditions.shtm](http://www.fema.gov/government/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be



eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
- (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
  - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
  - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
  - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
  - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
  - a. Safety Hazard Present
  - b. Health Hazards Present
  - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

**Attachment D**

**REQUEST FOR ADVANCE OR REIMBURSEMENT  
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Town of Howey-in-the-Hills

REMIT ADDRESS: 101 North Palm Avenue

CITY: Howey-in-the-Hills STATE: Florida ZIP CODE: 34737

PROJECT TYPE: Wastewater Lift Station #1,  
Bypass Pump PROJECT #: 4673-129-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1121

BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ LOCAL: \_\_\_\_\_

ADVANCED RECEIVED: \_\_\_\_\_ N/A \_\_\_\_\_ AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ through \_\_\_\_\_ Payment No: \_\_\_\_\_

Total of Previous Payments to Date: \_\_\_\_\_ (Federal)  
 Total of Previous SRMC to Date: \_\_\_\_\_ (SRMC Federal)  
 Total Federal to Date: \_\_\_\_\_ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

<b>TO BE COMPLETED BY THE DIVISION</b>	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	_____ DIVISION DIRECTOR
APPROVED FOR PAYMENT \$ _____	_____ DATE



**Attachment D (cont.)  
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE  
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Town of Howey-in-the-Hills PAYMENT #: \_\_\_\_\_  
 PROJECT TYPE: Wastewater Lift Station #1, Bypass Pump PROJECT #: 4673-129-R  
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1121

	REF NO <sup>2</sup>	DATE <sup>3</sup>	DOCUMENTATION <sup>4</sup>	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<b><i>This payment represents</i></b>				<b>TOTAL</b>	
<b><i>% completion of the project.</i></b>					

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: TOWN OF HOWEY-IN-THE-HILLS**

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.  
**PLEASE NOTE:** Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<u>For example</u> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<u>For example</u> <b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F  
QUARTERLY REPORT FORM

**Instructions:** Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: Town of Howey-in-the-Hills PROJECT #: 4673-129-R  
Wastewater Lift Station #1, Bypass  
PROJECT TYPE: Pump CONTRACT #: H1121  
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: \_\_\_\_\_

**Advance Payment Information:**

Advance Received  N/A  Amount: \$ \_\_\_\_\_ Advance Settled? Yes  No

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ \_\_\_\_\_

**Target Dates (State Agreement):**

Contract Execution Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
Date Deliverables Submitted: \_\_\_\_\_ Closeout Requested Date: \_\_\_\_\_

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**?  Yes  No (If No, Describe under **Issues** below)

**Percentage** of Milestones completed to Date: \_\_\_\_\_%

**Describe Activities - Milestones completed this quarter only:**

**Schedule** of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:**  Cost Unchanged  Under Budget  Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**~ To be completed by Florida Division of Emergency Management Project Manager ~**

**Project Manager Statement:**  No Action Required, OR

Action Required: \_\_\_\_\_

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: \_\_\_\_\_%  
Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_ Project Manager





## Attachment G

### Warranties and Representations

#### Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

#### Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

#### Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

#### Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

\_\_\_\_\_

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

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Date

**Town of Howey-in-the-Hills**  
Sub-Recipient's Name

**H1121**  
DEM Contract Number

**4673-129-R**  
FEMA Project Number

**Attachment I**  
**Federal Funding Accountability and Transparency Act**  
**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM’s issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4673-129-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 106,091.25

OBLIGATION/ACTION DATE: October 4, 2024

SUBAWARD DATE (if applicable): \_\_\_\_\_

UEID/SAM#: RFB8FURF2954

\*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_

DBA NAME (IF APPLICABLE): \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

PARENT COMPANY UEID/SAM# (if applicable): \_\_\_\_\_

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide protection to Wastewater Lift Station #1 located in Howey-in-the-Hills, Florida 34737. Coordinates (28.70388, - 81.77462).

The proposed scope of work shall purchase and install a permanent bypass pump at a sewage lift station with a design flow rate of 350 GPM or the adequate size determined by the vendor or an engineer during the bid process to appropriately support the critical infrastructure. The project includes the installation of a concrete pad and containment system, a fixed diesel-powered bypass pump operated by floats and necessary pipes, flanges, and valves to connect the bypass pump to the lift station. The bypass pump is powered by a dedicated diesel tank with sufficient fuel to power the bypass pump for at least 72 hours and shall be operated by floats that shall power on the bypass pump when water levels in the lift station reach a defined elevation. This lift station is currently unprotected with no sources of backup power during power outages and any interruption in the electrical power supply results in a loss of service and sewer overflow. This project shall decrease the risk of electrical power loss to the critical wastewater infrastructure and allow the lift station to maintain service and operate during future power outages.

All project components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA). Project components shall comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):** \_\_\_\_\_

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

**CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:**

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?  
Yes  No

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?  
Yes  No

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:**

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

<b>Rank (Highest to Lowest)</b>	<b>Name (Last, First, MI)</b>	<b>Title</b>	<b>Total Compensation for Most Recently Completed Fiscal Year</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

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

**Attachment J**  
**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:<sup>1</sup>

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

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<sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.



repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at [https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT\\_ContractProvisionsTemplate\\_9-30-19.pdf](https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf).

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Name and Title of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)  
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes  
Instructions and Worksheet**

**CONTRACT DOCUMENTATION REQUIREMENTS**

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m), F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor’s website if the contractor maintains a website.

- As used in this subsection, the term:
  - o “Officer” means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
  - o “Remuneration” means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
  - o “State funds” means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This “Instructions and Worksheet” is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**NON-PROFIT ORGANIZATION REMUNERATION INFORMATION**

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m), F.S.?  
Yes  No

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?  
Yes  No

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

### Total Compensation Paid to Non-Profit Personnel Using State Funds

<b>Name:</b>		
<b>Title:</b>		
<b>Agency Agreement/Contract #</b>		
<b>Total Contract Amount</b>		
<b>Contract Term:</b>		
<b>Line Item Budget Category</b>	<b>Total Amount Paid</b>	<b>Amount Paid from State Funds</b>
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
<b>Reimbursements/Allowances</b>		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
<b>CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.</b>		
Name:		
Signature:		
Title:		
Date:		

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –  
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”<sup>2</sup> from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”<sup>3</sup> Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”<sup>4</sup> and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor’s Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Certified By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Print Name and Title: \_\_\_\_\_

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

<sup>2</sup> As defined in Section 287.138 (1)(d), Florida Statutes.

<sup>3</sup> As defined in Section 287.138 (1)(c), Florida Statutes.

<sup>4</sup> As defined in Section 287.138 (1)(a), Florida Statutes.



**Date:** January 13, 2025

**To:** Mayor and Town Council

**From:** Sean O’Keefe, Town Manager

**Re:** Consideration and Approval: **Milestone Audit Assistance Contract Approval**

**Objective:**

To consider and approve a proposal from Milestone Professional Services, Inc. (MPS) to provide year-end audit assistance, financial statement preparation, and optional consulting services for the Town of Howey-in-the-Hills for Fiscal Year 2024.

**Summary:**

Milestone Professional Services, Inc. has submitted a proposal to assist the Town with its year-end financial processes and ensure compliance with audit and reporting requirements. The scope of services includes:

1. **Core Tasks:**

- Assistance with preparation of year-end schedules and necessary journal entries.
- Preparation of the Town’s financial statements, including the Local Government Electronic Reporting (LOGER) and Annual Financial Report (AFR) submissions.
- **Estimated Effort and Cost:**
  - Total Hours: 130
  - Hourly Rate: \$115
  - Total Estimated Cost: \$14,950

2. **Possible Additional Tasks:**

- Assistance with compliance updates for Governmental Accounting Standards Board (GASB) standards, specifically:
  - GASB 87 (Leases): 20 hours (\$2,300).
  - GASB 96 (Subscription-Based IT Arrangements): 20 hours (\$2,300).

3. **Engagement Terms:**

- Progress billing with detailed reporting of hours and tasks.
- Modifications to the work plan are permitted based on the Town’s needs.

This agreement ensures that the Town receives expert support to meet critical year-end financial requirements while maintaining transparency and accuracy in financial reporting.

**Fiscal Impact:**

The estimated base cost of \$14,950 is within the Town’s allocated budget for professional financial services. Possible GASB compliance updates, if approved, would add \$2,300 per task to the total cost.

**Staff Recommendation:**

Staff recommends approval of the Milestone agreement as presented.



1970 East Osceola Pkwy, Suite 350  
Kissimmee, FL 34743  
(352)408-4949 D. Collins  
(407)301-8650 J. Lorah  
(352) 357-7412 fax

November 11, 2024

Mr. Sean O'Keefe  
Town Manager  
Town of Howey-in-the-Hills  
P.O. Box 128  
Howey-in-the-Hills, Florida 34737

Dear Mr. O'Keefe:

We are pleased to confirm our understanding of the accounting and consulting services we are to provide to the Town of Howey-in-the-Hills, Florida. A description of the services to be provided may be found on the schedule attached to this agreement. Also included is the estimated number of hours and the estimated cost.

This work plan can be modified to meet your specific needs at the time of acceptance of this agreement. Modifications to this work plan can be made at any time to meet the needs of the Town. Acceptance of additional tasks will be at the stated contract rate and are subject to availability of Milestone personnel at the time the request is made.

We will provide you with progress billings throughout the engagement. Our billing cycle runs weekly and invoices are due upon receipt. Invoices will show the work performed, the number of hours, and the rate per hour. A description will be provided for any out-of-pocket expenses.

The engagement will commence once both parties have signed the agreement. We look forward to working with you and your staff. If the agreement meets with your approval, please sign below and return one copy to us and keep one copy for your records.

Milestone Professional Services, Inc.

By: June Lorah Date: 11/11/24

Town of Howey-in-the-Hills

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



**TOWN OF HOWEY-IN-THE-HILLS  
SCOPE OF SERVICES AND FEE SCHEDULE**

<u>Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Task Total</u>
<b>YEAREND AUDIT ASSISTANCE &amp; FINANCIAL STATEMENT PREPARATION:</b>			
Milestone Professional Services will assist the Town of Howey-in-the-Hills with the following tasks:			
Assistance with preparation of yearend schedules and needed journal entries as discussed with the Finance Supervisor	50	\$ 115	\$ 5,750
Preparation of Annual Financial Statements			
Prepare Town financial statements and LOGER/AFR	80	115	9,200
	<u>130</u>		<u>14,950</u>
			<u><u>\$ 14,950</u></u>

Note that this represents a time estimate for the services outlined above. If actual time is anticipated to be greater than this, MPS will discuss that issue with the Finance Supervisor prior to proceeding with additional work. Only actual time incurred will be billed.

**Possible Additional Projects:**

Assistance with GASB 87 update and entries for the third year of the new standard	20	\$ 115	2,300
Assistance with GASB 96 update and entries for the second year of the new standard	20	115	2,300



**Date:** January 13, 2025

**To:** Mayor and Town Council

**From:** Sean O’Keefe, Town Manager

**Re:** Consideration and Approval: **Binney Accounting & Assurance Services - Auditing Agreement**

**Objective:**

To consider and approve the engagement agreement with Binney Accounting and Assurance Services, PLLC, to conduct the audit for the fiscal year ending September 30, 2024, in compliance with state and federal regulations.

**Summary:**

Binney Accounting and Assurance Services, PLLC, has proposed conducting the annual audit of the Town’s financial statements for FY 2024. This includes auditing the governmental activities, business-type activities, major funds, and aggregate remaining fund information. The scope of services also includes compliance testing and internal control reviews in accordance with Government Auditing Standards.

**Key Elements of the Engagement:**

1. Audit Scope:
  - Financial statements audit for FY 2024, including required supplementary information (RSI) such as management’s discussion and analysis and budgetary comparison schedules.
  - Single Audit procedures, if applicable, for compliance with federal funding requirements.
2. Deliverables:
  - Audit opinions on the financial statements and supplementary information.
  - Reports on internal control and compliance with laws and regulations as required by Government Auditing Standards and the Uniform Guidance.
3. Fees:
  - Standard Audit: \$20,000, with additional fee for Single Audit (if required): \$4,000.

**Recommended Motions:**

*The Town Council has the following options:*

1. The Town Council motions to approve the agreement.
- OR
2. Motion to Deny

**Fiscal Impact:**

The proposed cost of \$20,000 for the audit and \$4,000 for the optional Single Audit is within the Town’s budget allocation for professional audit services.

**Staff Recommendation:**

Staff recommends approval of the agreement with Binney Accounting and Assurance Services, PLLC.



4327 South Hwy 27, Ste 331 Clermont, FL

phone 407-924-5195

January 8, 2025

Honorable Mayor and Town Council  
Attn: Sean O'Keefe  
Town of Howey-in-the Hills  
Howey-in-the Hills, Florida

We are pleased to confirm our understanding of the services we are to provide to the Town of Howey-in-the Hills (the Town) for the year ended September 30, 2024.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the Town as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balance -Budget and Actual General Fund
- 3) Schedule of Revenues, Expenditures and Changes in Fund Balance -Budget and Actual Impact Fee Fund
- 4) Notes to Budgetary Comparison Schedules
- 5) Schedule of Changes in Net Pension Liability and Related Ratios -Police Officers Plan
- 6) Schedule of Employer Contributions – Police Officer's Plan
- 7) Schedule of Investment Returns - Police Officer's Plan

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Honorable Mayor and Town Council  
Town of Howey-in-the Hills  
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We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1) Schedule of Expenditures of Federal Awards (if applicable)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section
- 2) Other Supplemental Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in

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Honorable Mayor and Town Council  
Town of Howey-in-the Hills  
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accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the

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Honorable Mayor and Town Council  
Town of Howey-in-the Hills  
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period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagements.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Pension plan actuarial assumptions are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.
- Pension plan disclosures are particularly sensitive because of their significance to financial statement users.
- According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We have not concluded our planning procedures for the current year audit, as such, modifications may be made to the list of significant risks of material misstatement listed above. If new significant risks are identified during our procedures, we will communicate them to you in a timely manner.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information

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Honorable Mayor and Town Council  
Town of Howey-in-the Hills  
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with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit

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Honorable Mayor and Town Council  
Town of Howey-in-the Hills  
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will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly



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Honorable Mayor and Town Council  
Town of Howey-in-the Hills  
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thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements, schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards

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Honorable Mayor and Town Council  
Town of Howey-in-the Hills  
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in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP).h You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

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### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Binney Accounting and Assurance Services, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the appropriate Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Binney Accounting and Assurance Services, PLLC personnel.

Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

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Curtis Binney is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately February 1, 2025.

Our fee for these services will be \$ 20,000. If a single audit is required is required, an additional fee of \$4,000 will be required. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

### **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Town Council of the Town of Howey-in-the Hills. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*Binney Accounting and  
Assurance Services, PLLC*

Binney Accounting and Assurance Services, PLLC

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RESPONSE:

This letter correctly sets forth the understanding of the Town of Howey-in-the Hills, Florida.

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

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

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



**Date:** January 13, 2025  
**To:** Mayor and Town Council  
**From:** Sean O’Keefe, Town Manager  
**Re:** Consideration and Approval: **Central Lake CDD Amended and Restated Wastewater Agreement**

**Objective:**

To consider and approve the **Central Lake CDD Amended and Restated Wastewater Agreement** between the Town of Howey-in-the-Hills and the Central Lake Community Development District (CDD), as well as the **Right of First Refusal (ROFR) Agreement** with Sewer & Water Plant Investments, LLC, regarding the ownership and sale of the CDD’s wastewater treatment plant.

**Summary:**

The Amended and Restated Wholesale Wastewater Treatment Agreement and associated Right of First Refusal Agreement resolve longstanding issues between the Town and the CDD, replacing the 2007 and 2012 Wholesale Wastewater Agreements. These agreements provide clarity on operational responsibilities, financial obligations, and future wastewater service arrangements.

Key Provisions of the Amended Agreement:

1. **Exclusivity Clarifications:**
  - The CDD has exclusivity only until the remaining 1,600 Equivalent Residential Units (ERUs) at its existing treatment plant are allocated. Afterward, the Town may seek alternative wastewater treatment options without obligation to use the CDD’s facilities.
2. **Revenue and Maintenance (RAM) and Connection in Aid of Construction (CIAC) Fees:**
  - RAM fees will accumulate for unallocated capacity but will be paid by the end users upon reserving capacity. The Town is responsible for collecting and remitting RAM fees.
  - Developers must pay Connection in Aid of Construction (CIAC) fees and accrued RAM fees before the recording of a plat or issuance of a mass-grading permit.
3. **Right of First Refusal:**
  - The Town retains the right to match any third-party offer to purchase the treatment plant, providing a 90-day decision window.
4. **Liaison Role:**
  - The Town may designate a liaison to attend CDD meetings and receive agendas, minutes, and audits.

**Fiscal Impact:**

The agreement has no immediate, direct fiscal cost on the Town, but will allow for the addition of approximately 1,600 wastewater customers.

**Staff Recommendation:**

Staff recommends approval of both the **Central Lake CDD Amended and Restated Wastewater Agreement** and the **Right of First Refusal (ROFR) Agreement**.

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**Town of Howey-in-the-Hills  
and  
Sewer & Water Plant Investments, LLC**

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**RIGHT OF FIRST REFUSAL AGREEMENT**

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**THIS RIGHT OF FIRST REFUSAL AGREEMENT** (“Agreement”) is made and entered into as of January \_\_, 2025 (“Effective Date”), by and between the **Town of Howey-in-the-Hills**, a Florida municipal corporation (“Howey”), and **Sewer & Water Plant Investments, LLC**, a Florida limited liability company (“S&WP”).

**RECITALS**

- A. **WHEREAS**, Howey is a municipality in Lake County, Florida; and
- B. **WHEREAS**, S&WP owns those certain parcels of land in Lake County, Florida, described on Exhibit “A” attached hereto, along with the wastewater treatment system and water plant system located thereon (collectively, the “Property”); and
- C. **WHEREAS**, S&WP leases the Property to the Central Lake Community Development District, a Florida special district created under Chapter 190 of the Florida Statutes, (the “CDD”), pursuant to a lease agreement dated July 26, 2002 (the “Lease”); and
- D. **WHEREAS**, contemporaneously with the execution of this Agreement, Howey and the CDD have entered into an Amended and Restated Wholesale Wastewater Treatment Agreement whereby the CDD will provide Howey with wholesale wastewater treatment and disposal service to certain Howey retail customers (the “Amended Wholesale Agreement”); and
- E. **WHEREAS**, as a condition of entering into the Amended Wholesale Agreement, Howey is requiring that S&WP grant Howey a right of first refusal regarding the Property, and S&WP is willing to grant such right of first refusal regarding the Property in accordance with the terms and conditions set forth in this Agreement; and

**NOW THEREFORE**, in consideration of the Recitals, covenants, agreement and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. RIGHT OF FIRST REFUSAL.** S&WP does hereby grant unto Howey a right of first refusal (hereinafter referred to as the “ROFR”) to purchase all of S&WP’s fee simple interest in the Property (which for avoidance of doubt, shall include the assumption of S&WP’s interest as lessor under the Lease), subject to and upon the terms and conditions hereinafter set forth.

During the Term of the Agreement, in the event S&WP receives a bona fide written offer from any third party to purchase the Property, which S&WP desires to accept, Howey may elect to purchase the Property at the price and on the terms as are contained in the written offer. The S&WP shall give notice to Howey, including delivery to Howey of a true and exact copy of the written offer, and allow Howey 90 calendar days subsequent to Howey’s receipt of such notice within which Howey may elect to purchase the Property from S&WP; and in the event Howey so elects to purchase the Property, by giving notice of such election to S&WP within the 90 calendar day period, S&WP shall sell the Property to Howey at the price and on the same terms and conditions as are contained in the written offer.

Should Howey, by written notice to S&WP, elect not to exercise the right to purchase, or should Howey fail to notify S&WP of its election to purchase within the aforesaid 90 day calendar period, then, in either of such events, S&WP shall be free to consummate the sale of the Property to the third party submitting the written offer, provided that the sale is closed on the same material terms and conditions as are contained in the written offer. Should any such sale be consummated, this ROFR shall thereafter be of no further force and effect with respect to the Property subject to the sale. Should any such sale not be consummated as aforesaid, S&WP shall, in the event S&WP subsequently receives any modified or new bona fide written offer from any third party to purchase the Property, again follow the provisions of this Section 2 requiring notice to Howey and opportunity for Howey to purchase the Property. S&WP shall not be obligated to offer to sell or to sell the Property, and S&WP shall not be obligated to disclose to Howey any offer to purchase the Property which S&WP may receive which S&WP, in its sole discretion, does not accept or intend to accept.

Notwithstanding anything herein to the contrary, under no circumstances shall a “bona fide written offer from a third party” be deemed to include or shall this ROFR be triggered by any of the following:

- (i) Any financing transactions of any nature; or
- (ii) Any future expansion or modification of the wastewater treatment system or water plant system, and sale of ERUs generated thereby; or
- (iii) With respect to any member of S&WP, such member’s transfer of its ownership interest in S&WP to any of the following: (1) another member of S&WP, (2) to S&WP, (3) if a member is an entity, to its stockholders, members, partners or other equity holders, (4) if a member is a natural person, either during his or her lifetime or death by will or intestacy to his or her (a) Immediate Family (as defined below), or (b) to a corporation, limited liability company, partnership, trust or other entity owned exclusively by such member or for the benefit of any member’s Immediate Family. For purposes herein, the term “Immediate Family”



shall mean spouse, lineal descendant or antecedent, father, mother, brother, sister, nephew, niece, or child (natural or adopted).

S&WP discloses to Howey that as of the Effective Date the Property is subject to an existing mortgage, and Howey acknowledges and agrees that its right of first refusal rights granted by this Agreement shall be subject to and subordinate to any mortgage now or hereafter placed upon the Property, and to any renewals, modifications, consolidations, replacements, extensions, or re-financings thereof. Howey agrees to execute and deliver whatever instruments may be requested by any lender for such purposes.

**SECTION 3. TERM OF RIGHT OF FIRST REFUSAL RIGHT.** The term of this Agreement shall commence as of the Effective Date and shall remain in effect until the earlier date of:

- (i) The date the Amended Wholesale Agreement shall expire or be terminated; or
- (ii) The date upon which Howey, by written notice to S&WP, elects not to exercise the right to purchase under Section 2 of this Agreement; provided that S&WP consummates the sale of the Property to the third party submitting the written offer on the same material terms as are contained in the written offer; or
- (iii) The first business day following Howey's failure to notify S&WP of its election to purchase within the 90 day calendar period provided under Section 2 of this Agreement; provided that S&WP consummates the sale of the Property to the third party submitting the written offer on the same material terms as are contained in the written offer.

**SECTION 4. ASSIGNMENT.** Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto, which may or may not be given by in the other party's sole discretion.

**SECTION 5. NOTICES.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand-delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the U.S. mail, postage prepaid, certified mail, return-receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

S&WP: Mr. Scott Line  
Sewer & Water Plant Investments, LLC  
1390 Fern Avenue  
Orlando, Florida 32814

HOWEY: Sean O'Keefe  
Town Manager  
(101 North Palm Ave. 34737)  
P. O. Box 128

with a copy to: Howey-in-the-Hills, Florida 34737

Thomas J. Wilkes  
GrayRobinson, P.A.  
(301 E. Pine Street, Suite 1400 32801)  
P. O. Box 3068  
Orlando, Florida 32802

**SECTION 6. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

**SECTION 7. RECORDATION.** The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Lake County at the expense of the parties, said expense to be shared equally.

**SECTION 8. TIME OF THE ESSENCE.** Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**SECTION 9. APPLICABLE LAW.** This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for disputes, if any, must be the Circuit Court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

**SECTION 10. ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between the parties in its entirety and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein may be made only by the parties in writing, by formal waiver or amendment approved by majority vote of Howey's Town Council and S&WP's members.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the Effective Date.

*[ Signatures on the following page ]*

**SEWER & WATER PLANT INVESTMENTS,  
LLC, a Florida limited liability company**

ATTEST:

By: S Line, LLC, a Florida limited liability  
company, its Member

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

By: \_\_\_\_\_  
Scott Line, its Managing Member

ATTEST WITH SEAL

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

By: its Town Council

By: \_\_\_\_\_  
John Brock, Town Clerk

By: \_\_\_\_\_  
Hon. Graham Wells, Mayor

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

\_\_\_\_\_  
Town Attorney

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of January, 2025, by SCOTT LINE as Managing Member of S Line, LLC, as Member of SEWER & WATER PLANT INVESTMENTS, LLC. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC—STATE OF FLORIDA  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of January, 2025, by \_\_\_\_\_ as Mayor of TOWN OF HOWEY-IN-THE-HILLS, Town Council. She/he is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC—STATE OF FLORIDA  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"  
PROPERTY

#62282774 v2

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**Town of Howey-in-the-Hills  
and  
Central Lake Community Development District**

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**AMENDED AND RESTATED  
WHOLESALE WASTEWATER TREATMENT AGREEMENT**

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**THIS AMENDED AND RESTATED WHOLESALE WASTEWATER TREATMENT AGREEMENT** (“Agreement”) is made and entered into as of \_\_\_\_\_, 2025 (“Effective Date”), by and between the **Town of Howey-in-the-Hills**, a Florida municipal corporation (“Howey”), and the **Central Lake Community Development District**, a Florida special district created pursuant to Chapter 190 of the Florida Statutes, (“CDD”), and combines, amends and restates in their entirety:

- i. that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated August 7, 2007 (“2007 Wholesale Agreement”) and
- ii. that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated February 27, 2012 (“2012 Wholesale Agreement” and, together with the 2007 Wholesale Agreement, the “Prior Wholesale Agreements”).

**RECITALS**

A. **WHEREAS**, Howey is a Florida municipality with home rule authority under Article VIII, Section 2 of the Florida Constitution and Chapter 166, F.S., to provide for the health, safety and welfare of its citizens; and

B. **WHEREAS**, the CDD is a local unit of special-purpose government created by Lake County Board of County Commissioners Ordinance 2001-75 pursuant to Chapter 190, Florida Statutes, and empowered to finance, construct or otherwise acquire, operate and maintain wastewater management facilities within its boundaries or without its boundaries when the project is the subject of an agreement between the CDD and a governmental entity and consistent with the local government’s comprehensive plan; and

C. **WHEREAS**, the CDD leases and operates a wastewater treatment system located in Lake County, Florida (“CDD’s Wastewater System”); and

D. **WHEREAS**, in 2001, before the formation of the 2007 Wholesale Agreement, the CDD entered into an Interlocal Agreement with the County dated May 10, 2001, which agreement was amended in 2006, 2007, and 2015 (as amended, the “County Interlocal Agreement”), which provides authority in accordance with Section 190.011, F.S. for the CDD to

provide utility services outside its geographic boundaries in specified unincorporated portions of Lake County; the service area where the CDD has authority to serve pursuant to the County Interlocal Agreement is depicted in Exhibit “A” to the Third Amendment to Interlocal Agreement dated September 2, 2015 and also attached to this Agreement as Exhibit “A” for convenience; the area depicted in Exhibit “A” is referred to herein as the “CDD Retail Service Territory”; and

E. **WHEREAS**, Howey enacted Ordinance 2003-307 on August 11, 2003, under which Howey created a water and wastewater service area as authorized by Chapter 180, Florida Statutes (“180 Service Area”); and

F. **WHEREAS**, Howey’s 180 Service Area includes the entire town as well as unincorporated areas of Lake County in the general vicinity of Howey as depicted in the Utility Service Area Map attached as Exhibit “B” to this Agreement; and

G. **WHEREAS**, in 2005, before execution of the 2007 Wholesale Agreement, three developments then known as Mission Rise, The Reserve, and Venezia North and South (collectively the “2007 Developments,” as more particularly defined in Section 2.31 herein) each reserved wastewater treatment capacity at the CDD’s plant by entering into Agreements and Commitments for Utility Service (“CDD Service Agreements,” as more particularly defined in Section 2.3 herein) with the CDD, and the CDD set aside and encumbered capacity in the CDD’s Wastewater System for the treatment and disposal of wastewater to be generated by the land development contemplated to occur within the 2007 Developments; and

H. **WHEREAS**, after consenting to the 2007 Wholesale Agreement, one of the 2007 Developments, Mission Rise, defaulted in its obligations under its respective CDD Service Agreement, relieved Howey of its obligations under the CDD Service Agreement, and forfeited its reserved treatment and disposal capacity to the CDD; the CDD Service Agreements with The Reserve (n/k/a Hillside Groves) and with Venezia North (n/k/a Talichet) and Venezia South (“Vested 2007 Developments,” as more particularly defined in Section 2.22 herein) remain in good standing; and

I. **WHEREAS**, pursuant to the 2012 Wholesale Agreement, the CDD agreed to reserve an unspecified amount of Wastewater Treatment Capacity to Howey and to provide wastewater treatment and disposal service on a wholesale basis for the development described therein and known as the Bouis Property (n/k/a Lake Hills PUD (the “2012 Development,” as more particularly defined in Section 2.33 herein)); and

J. **WHEREAS**, the 2012 Development has not previously reserved capacity, and the CDD has not previously set aside and encumbered capacity, in the CDD’s Wastewater System for the development contemplated to occur within the 2012 Development, nor was any specific capacity reserved in the 2012 Wholesale Agreement; and

K. **WHEREAS**, in addition to the Prior Wholesale Agreements, Howey, the CDD, and The School Board of Lake County entered into an Interlocal Agreement for Wastewater

Service for the ESE Center dated February 25, 2008 (“School Board Agreement,” as more particularly defined in Section 2.24 herein); and

L. **WHEREAS**, prior to the date of this Agreement, Howey and the CDD have without written agreement (but with Howey and the CDD’s mutual consent) connected the “Other Businesses” (as defined in Section 2.19 herein) to the Howey Collection Facilities for delivery to the CDD’s Treatment Facilities, and each of such Other Businesses have already paid for sewer contributions in aid of construction, and the CDD has set aside and encumbered capacity in the CDD’s Wastewater System for the treatment and disposal of wastewater to be generated by the Other Businesses; and

M. **WHEREAS**, the 2007 Wholesale Agreement, the 2012 Wholesale Agreement, and the School Board Agreement take different approaches to the provision of wholesale wastewater service with regard to issues such as billing and capacity, and there is no agreement that addresses development within the remainder of Howey’s 180 Service Area; and

N. **WHEREAS**, the parties desire to amend and restate in their entirety the Prior Wholesale Agreements so that the provisions of this Agreement will apply to all areas subject to the Prior Wholesale Agreements, together with all areas within the remainder of Howey’s 180 Service Area, but will not apply to the area subject to the School Board Agreement; and

O. **WHEREAS**, the CDD has determined its treatment facilities have 400,000 GPD in unused, unreserved, and available capacity (the “Excess Capacity”) it is willing to provide to Howey for use as provided in this Agreement, in addition to that capacity necessary to serve the Vested 2007 Developments and Other Businesses.

**NOW THEREFORE**, in consideration of the Recitals, covenants, agreement and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. DEFINITIONS.** The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context indicates otherwise:

**2.1.** “Agreement” means this Amended and Restated Wholesale Wastewater Treatment Agreement as it may from time to time be modified.

**2.2.** “Capacity Request Notice” means the written request and notification for additional Wastewater Treatment Capacity provided by Howey to the CDD in the manner set forth in Section 3.4 of this Agreement.



**2.3.** “CDD Service Agreements” means those certain Agreements and Commitments for Utility Service originally entered between the CDD, as wastewater service provider and the owners of the 2007 Developments.

**2.4.** “CDD Wastewater System” means the CDD’s wastewater collection, transmission and treatment facilities (including the Treatment Facilities) in which wastewater is treated and disposed of, and which are operated and maintained by the CDD.

**2.5.** “CDD Retail Service Territory” means the service area where the CDD has authority to serve pursuant to the County Interlocal Agreement is depicted in Exhibit “A” to the County Interlocal Agreement (as adopted by the Third Amendment to Interlocal Agreement dated September 2, 2015) and also attached to this Agreement as Exhibit “A” for convenience. Properties that generate, or when developed will generate, wastewater within the CDD Retail Service Territory are referred to herein as “CDD Retail Customers.”

**2.6.** “County” means Lake County, a political subdivision of the State of Florida.

**2.7.** “County Interlocal Agreement” means that certain Interlocal Agreement between the County and the CDD dated May 10, 2001, as amended by that certain First Amendment date November 16, 2006, that certain Second Amendment dated June 26, 2007, and that certain Third Amendment dated September 2, 2015, and authorizing the CDD to provide water and wastewater utility services in certain portions of the County.

**2.8.** “Certificate of Wastewater Treatment Availability” shall have the meaning set forth in Section 3.4 of the Agreement.

**2.9.** “Developments” means (i) the Vested 2007 Developments, (ii) the Other Businesses, and (ii) the areas in the Future Development utilizing the Excess Capacity.

**2.10** “ERU” means Equivalent Residential Unit and, for the purposes of estimating the impact of future Howey Retail Customers, is equal to 250 GPD of wastewater flow.

**2.11** “Future Development” means future Howey Retail Customers located in areas within Howey’s 180 Service Area other than the (i) Vested 2007 Developments, (ii) the Other Businesses, (iii) the property subject to the School Board Agreement and (iv) CDD’s Retail Service Territory.

**2.12.** “Howey Collection Facilities” means the lines, pipes, lift stations, meters, and appurtenant equipment owned and operated by Howey to collect Wastewater within the Developments and the area subject to the School Board Agreement and to transmit the same to the Point of Connection with the CDD’s Interconnect Facilities.

**2.13** “Howey Retail Service Territory” means the service area within the 180 Service Area but outside the CDD Retail Service Territory. Properties that generate, or when developed will generate, wastewater within the Howey Retail Service Territory are referred to herein as “Howey Retail Customers.” Notwithstanding the foregoing, these definitions exclude the

property subject to the School Board Agreement. For the purposes of this Agreement, the Bishops Gate development (“Bishops Gate”) shall be treated as a Howey Retail Customer.

**2.14.** “Howey Market Property” means the property and improvements at 101 S. Palm Avenue, Howey In The Hills, FL, 34737, (Parcel ID 26-20-25-0100-D01-00100), which prior to the Effective Date of this Agreement was operated as grocery store.

**2.15** “Interconnect Facilities” means the wastewater meters and other facilities owned and operated by the CDD at the points of connection between Howey Collection Facilities and the Treatment Facilities.

**2.16.** “GPD” means gallons per day, on an average annual basis.

**2.17.** “GPM” means gallons per minute actual flow rate.

**2.18.** “MGD” means million gallons per day on an annual average basis.

**2.19.** “Other Businesses” means the utility customers identified on Exhibit “E” as Other Businesses.

**2.20.** “Point of Connection” means one or more locations where Howey Collection Facilities connect to the CDD’s Interconnect Facilities. At those points, appropriate metering may be installed by the CDD to measure the flow of wastewater from Howey Collection Facilities.

**2.21.** “Prior Wholesale Agreements” means the 2007 Wholesale Agreement and the 2012 Wholesale Agreement.

**2.22.** “Vested 2007 Developments” means the 2007 Developments known as The Reserve (n/k/a Hillside Grove) and Venezia North (n/k/a Talichet) and Venezia South, for which the CDD Service Agreements remain in good standing, and the legal descriptions of which are set forth on the attached Exhibit “C.” For the avoidance of doubt, the characterization of a 2007 Development as a Vested 2007 Development is not intended to imply that the CIAC for each connection within such 2007 Development has been paid prior to the adoption of this Agreement.

**2.23.** “Residential Wastewater Strength” means residential and commercial wastewater discharges exhibiting the following characteristics: biochemical oxygen demand of 300 mg/1 or less, suspended solids of 300 mg/1 or less, and pH between 6.0 and 9.0, or such other restrictions as established for residential wastewater strength by the Florida Department of Environmental Protection or its successor. Prohibited discharges include, but are not limited to, constituents that could cause a fire or explosion, solid or viscous substances that could obstruct flow or interfere with the system, and discharges containing toxic pollutants.

**2.24.** “School Board Agreement” means that certain Interlocal Agreement for Wastewater Service for the ESE Center among Howey, the CDD, and the School Board of Lake County dated February 25, 2008.

**2.25.** “Treatment Facilities” means those treatment and disposal facilities and rights used by the CDD to treat wastewater and detain, transmit, and dispose of said treated wastewater in accordance with applicable governmental and regulatory requirements.

**2.26.** “Certified Customer” means

- i. each Howey Retail Customer located in areas within the Vested 2007 Developments which have already paid or received credit for sewer contributions in aid of construction as of the adoption of this Agreement,
- ii. each Howey Retail Customer located in areas within the Vested 2007 Developments upon confirmation by the CDD that such customer has paid or received credit for sewer contributions in aid of construction after the adoption of this Agreement,
- iii. each of the Other Businesses, and
- iv. any other Howey Retail Customer which obtains and holds an active Certificate of Wastewater Treatment Availability after the adoption of this Agreement.

The Certified Customers as of the adoption of this Agreement are identified on Exhibit “E” attached hereto and incorporated herein by reference.

**2.27.** “Unpaid Hookups” means the three (3) properties described on Exhibit “F”.

**2.28.** “Wastewater” means water-carried wastes from residences, business-buildings, institutions, industrial establishments, and other customers, but does not mean or include hazardous or toxic wastes.

**2.29.** “Wastewater Treatment Capacity” means the volume of wastewater flow measured in GPD, which the CDD has agreed to accept on a continuous basis into its Wastewater System, treat, and dispose of at its plant, and which Howey has reserved from the CDD in accordance with the terms of this Agreement, and which shall include the Excess Capacity.

**2.30.** “180 Service Area” means the water and wastewater service area created by Howey when it enacted Ordinance 2003-307 on August 11, 2003, as authorized by Chapter 180, Florida Statutes, and which is depicted on the attached Exhibit “B.”

**2.31.** “2007 Developments” means the residential and commercial land use projects known as Mission Rise, The Reserve (n/k/a Hillside Groves), and Venezia North (n/k/a Talichet) and Venezia South, and originally subject to the 2007 Wholesale Agreement.

**2.32.** “2007 Wholesale Agreement” means that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated August 7, 2007.

**2.33.** “2012 Development” means the development known as the Bouis Property (n/k/a Lake Hills), the legal description of which is set forth on the attached Exhibit “C.”

**2.34.** “2012 Wholesale Agreement” means that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated February 27, 2012.

**SECTION 3. PROVISION AND ALLOCATION OF WASTEWATER TREATMENT CAPACITY.** On and after the effective date of this Agreement, as set forth in Section 22, Wastewater Treatment Capacity shall be provided by the CDD to Howey to serve the Developments in the following manner and subject to the following terms and conditions:

**3.1. CDD Rights to Serve.**

(a) *CDD Retail Service Territory.* The CDD shall have the exclusive right to provide retail wastewater service to all customers which generate wastewater within the CDD Retail Service Territory. This right to serve includes collection, transmission, treatment, and disposal.

(b) *Howey Retail Customers.* The CDD shall have the exclusive right to provide wholesale wastewater treatment and disposal service for Howey Retail Customers located in areas of the Developments, except in certain circumstances related to Future Development as expressly set forth in Section 3.4 of this Agreement. Howey shall not provide (and it shall not allow any other party to provide) wastewater treatment and disposal service to the Future Development until all Excess Capacity is allocated in accordance with Section 3.3 of this Agreement, but subject to the Carve-Out Circumstances in Section 3.4 of this Agreement.

(c) *Marina Property.* The Marina Property described in the 2012 Agreement lies within the CDD Retail Service Territory and shall be served as a CDD Retail Customer; provided, however, that development in that area may connect to Howey’s nearest lift station and Howey shall allow the wastewater from the Marina Property to flow through the Howey Collection Facilities free of charge to the Point of Connection. The foregoing duty of the Town is conditioned on the cost and expense, if any, to (i) upsize Howey’s wastewater lines and pipes (ii) to repair or replace lines or pipes from time to time, (iii) to add any lines or pipes, or (iv) to repair, replace, or add to any other component of Howey Collection Facilities from time to time, all so that Howey can accommodate the wastewater from the Marina Property, shall be paid by the owner of the Marina Property. If and when the Town is required to perform capital repairs to or capital replacements of the Howey Collection Facilities serving the Marina Property, the Town may assess, invoice, bill, or otherwise charge the owner of the Marina Property and other benefitted CDD Retail Customers, if any, a pro-rata share or shares of the capital cost of the repairs or replacements.

**3.2 Howey Rights to Serve.** Howey shall have the exclusive right to provide retail wastewater service to all customers which generate wastewater within the Howey Retail Service Territory. This right to serve includes collection and transmission to a Point of Connection and, in circumstances described herein, to treat and dispose of wastewater.

**3.3 Capacity Reservation and Agreement to Deliver and Accept Wastewater.** The CDD represents and warrants to Howey that the CDD has set aside and encumbered capacity in the CDD’s Wastewater System for the Vested 2007 Developments and the Other Businesses. Howey shall have no liability for unpaid charges, if any, for the capital costs of capacity at the Treatment Facilities or other capital costs, if any, associated with expanding the CDD’s Wastewater System to serve the Vested 2007 Developments and the Other Businesses. The CDD further represents and warrants to Howey that the CDD has set aside and encumbered the Excess Capacity in the CDD’s Wastewater System to serve Future Developments, subject to Section 3.4 of the Agreement. Howey and the CDD agree that Excess Capacity shall be first allocated to the following Future Developments: (i) the Howey Market Property (the amount of ERUs to be determined), (ii) the Unpaid Hookups (3 ERUs), (iii) the Lake Hills development at the 2012 Development (571 ERUs), and (iv) the Grocery Store and retail businesses at the 2012 Development (the amount of ERUs to be determined). Except with respect to the allocation set aside pursuant to the previous sentence, Howey shall facilitate the allocation of the Excess Capacity in the CDD’s Wastewater System on a non-discriminatory, first-come first-served basis to a landowner or developer seeking to record a plat or obtain a building permit, mass grading permit, Town agreement to provide utility service, or wastewater utility connection, whichever comes first with respect to any Future Development in the Howey Retail Service Territory (events each referred to as a “Development Approval”).

**3.4 Certificate of Wastewater Treatment Availability for Excess Capacity.** To ensure that required contributions in aid of construction have been paid and that the wastewater-treatment demand of land development to be permitted from time to time by Howey within the Future Development does not exceed the treatment and disposal capacity of the CDD’s Wastewater Facilities (including the Excess Capacity), Howey shall require, as a condition to the issuance of a Development Approval or, where the Development Approval is a plat approved by the Town Council, prior to recording (or releasing in recordable form) the plat, that the landowner or developer become a Certified Customer by securing from the CDD a certificate assuring Howey that, as required by Section 163.3180 of Florida Statutes, wastewater-treatment and -disposal service will be available concurrent with the new development and that appropriate contributions in aid of construction at the then-prevailing rate, as required by the CDD, have been paid (the “Certificate of Wastewater Treatment Availability”).

A landowner or developer seeking a Certificate of Wastewater Treatment Availability must make the request to the CDD at the address designated for notice in this Agreement and supply information in such form as the CDD reasonably requires. Upon the receipt of a request for a Certificate of Wastewater Treatment Availability, the CDD shall reasonably determine in a fair and consistent manner the number of ERUs attributable to the proposed construction, calculate the contribution in aid of construction (“CIAC”) at the then-prevailing rate, and notify the requesting party of the foregoing within a reasonable time. The notice shall include information

regarding any necessary relocation or upsizing of facilities as contemplated in Section 3.5(a) herein.

Upon receipt of the CIAC, an executed capacity reservation agreement with fair and consistent terms reasonably acceptable to the CDD including a commitment to provide for the relocation or upsizing of facilities as contemplated in Section 3.5(a), the CDD shall issue the Certificate of Wastewater Treatment Availability. For the avoidance of doubt, a new certificate shall be required in the event that a new Development Approval is sought for a project that may materially change use or intensity for purposes of wastewater generation, and in such event additional ERUs may be assigned to the project, requiring the payment of additional contributions in aid of construction.

The CDD reserves the right to issue a Certificate of Wastewater Treatment Availability prior to the receipt of 100% of the CIAC with respect to (a) the 2012 Development and/or (b) the Future Development known as the Watermark / Simpson Groves project as negotiations regarding capacity reservation commenced between the CDD and representatives of those projects prior to the adoption of this Agreement.

A customer that pays the CIAC after the date of this Agreement shall thereafter have a vested right to reserved and encumbered treatment and disposal capacity in the CDD Wastewater System and shall be treated as a Certified Customer for a period of three years. If such Certified Customer has not connected to Howey Collection Facilities within three years from the date of the issuance of the Certificate of Wastewater Treatment Availability, the CDD shall have the right, but not the obligation, to at any time thereafter repurchase the reserved and unencumbered capacity by providing written notice to the Certified Customer and repaying the CIAC without interest. In the event that the Certified Customer has failed to pay any charge due to the CDD or otherwise in connection with this Agreement, such amount shall be deducted from the repurchase price together with the maximum rate of interest allowed by law accruing from the date that such charge was due. Upon repayment of the CIAC, the capacity shall become available for allocation and shall be allocated by the Town in accordance with this Agreement, the customer shall no longer be a Certified Customer, and the Town's grant of any future Development Approval for the property shall again be conditioned upon the issuance of a Certificate of Wastewater Treatment Availability. If the landowner or developer of the property later desires the issuance of a Certificate of Wastewater Treatment Availability and capacity is available, it will be required to pay the CIAC at the then-prevailing rate calculated with respect to the new request.

Howey's obligation under this section 3.4 to require a certificate as a condition to the issuance of a building permit in the Future Development does not apply under any one or more of the following circumstances (hereinafter referred to as the "Carve-Out Circumstances"):

- i. either all the Excess Capacity is assigned or, with respect to a particular Howey Retail Customer located in the Future Development, the CDD determines upon receiving a request for a certificate pursuant to this Section 3.4 that the then-remaining amount of Excess Capacity is insufficient to serve that customer; or

- ii. service to that customer would be technically or economically infeasible; or
- iii. Howey elects to issue a permit or permits for construction within the Future Development with a septic or other on-site system for wastewater treatment.

In no event shall the Town authorize the interconnection of any other utility system with a CDD utility system or any other collection or transmission facility that would result in flows to or from the CDD utility system.

After assignment of all the Excess Capacity, when Howey desires to purchase capacity in the CDD's Wastewater System, the purchase shall occur as follows:

(a) *Request for Capacity.* On each occasion that additional wastewater treatment capacity is to be requested, Howey shall submit a written Capacity Request Notice to the CDD specifying the capacity being requested and the proposed date of delivery of such capacity. Within 30 days of receipt of the Capacity Request Notice the CDD shall notify Howey in writing whether such capacity is then available.

(b) *Capacity Available.* If the CDD notifies Howey that Wastewater Service Capacity in the amount specified in the Capacity Request Notice is currently available, Howey shall confirm its intention to purchase such capacity by tendering a capacity payment to the CDD at the then prevailing rate per ERU.

(c) *Capacity not available.* If the CDD notifies Howey that Wastewater Service Capacity in the amount specified in the Capacity Request Notice is not currently available:

(i) Howey may amend its request (A) to specify a capacity amount that is in increments not less than 435,000 GPD, or a multiple thereof, without the express written consent of the CDD, (B) to specify a proposed capacity delivery date that is not less than 24 full calendar months after the date of delivery of such notice, and (C) to estimate the anticipated increase in the maximum wastewater flow rate in GPM.

(ii) Upon receipt of the amended Capacity Request Notice, the CDD shall have 120 days to verify in writing whether a plant expansion to accommodate the requested increase in treatment capacity, the proposed delivery date, and the maximum wastewater flow rate are technically and economically feasible, including determining whether any adjustment to the CDD's then-prevailing capacity rate per ERU is adequate to cover all design and construction costs of the proposed expansion. The written verification from the CDD to Howey shall advise whether the requested increase in treatment capacity is technically and economically feasible, and if feasible, shall further advise the estimated date by which the requested capacity should be available and the total capacity payment that will be due for the expansion.

(iii) If the CDD's verification advises that the requested increase in treatment capacity is technically and economically feasible, Howey shall have 60 days to confirm its

request by tendering the capacity payment to the CDD. Upon receipt of the capacity payment in the amount specified in the CDD's verification to Howey, the CDD shall commence design and construction of an amount of Wastewater Service Capacity, in MGD, as also specified in such verification.

(d) *Capacity payment.* If capacity is determined to be available under Section 3.4(b), then the capacity payment shall be an amount equal to the amount of connection fees, impact fees, or contribution-in-aid-of construction (CIAC) fees that would be payable by a customer within the 180 Service Area to reserve the requested amount of treatment capacity in the CDD's Wastewater System at the time of the CDD's verification to Howey of existing capacity availability. If capacity is not available but expansion is technically and economically feasible, then the capacity payment shall be the estimated cost of the design, permitting, procurement, preconstruction and construction phase professional services, and construction associated with the treatment capacity expansion, including a reasonable contingency. If, during the course of capacity expansion, conditions are discovered, regulatory requirements are imposed, or prevailing costs of labor and/or materials result in an increase in the estimated cost of the capacity expansion, the CDD may reasonably request, and Howey shall pay, a supplemental capacity payment to cover such increased cost. Upon delivery of a capacity payment, and confirmation by the CDD that such payment is adequate to fund design and construction of the requested treatment capacity, Howey shall be deemed to own the right to the collection, transmission, treatment, and disposal of the purchased amount of capacity in the CDD's Wastewater System, and the new capacity shall be deemed additional Wastewater Treatment Capacity. The CDD may earmark, sell, assign, or convey a portion of the purchased capacity only at the direction of Howey or with Howey's consent, which may be granted or withheld at Howey's discretion.

(e) *Delivery of treatment capacity.* The CDD shall deliver the new Wastewater Service Capacity to Howey on a date as close as reasonably practicable to the date requested by Howey in the capacity request notice, but shall not be responsible for delay so long as it has pursued any necessary expansion with reasonable diligence. Upon such capacity becoming available for use by Howey, including completing construction of any required expansion of the Treatment Facilities, the CDD shall provide written notice to Howey of such availability. Without limiting any other provision of this Agreement, unless the CDD and Howey have agreed otherwise at the time of the capacity expansion the CDD shall be the exclusive wholesale treatment and disposal provider with respect to the customer demand giving rise to the capacity expansion undertaken under this section.

(f) *Limitation.* Notwithstanding any other provision of this Agreement, the CDD may, but shall not be required, to expand the Treatment Facilities beyond a total wastewater treatment capacity of 2.61 MGD.

**3.5. Technical and Operation and Maintenance Requirements.** The CDD shall determine each Point of Connection of the two systems to serve the Developments.

(a) The CDD will provide to Howey the required system pressures and elevations to connect, along with any other applicable technical requirements for connections. Howey shall review the proposed Point of Connection based upon the CDD's technical requirements. Should



service to a Howey Retail Customer necessitate the CDD relocating or increasing the size of its wastewater main to connect to the Point of Connection, the CDD shall have no obligation to undertake and complete the upsizing unless and until the involved Development and/or Howey pays or otherwise makes arrangement, in a manner acceptable to the CDD, for payment of all costs of such relocation or increase in size.

(b) Both Howey and the CDD acknowledge that each party operates and maintains its own wastewater system on its respective side of the Point of Connection. At the Point of Connection, the CDD may provide appropriate metering and in such case, the maintenance and reading of the Point of Connection meters. If a meter is installed, the meter shall be calibrated as required by law and the results provided to Howey. In the event of meter failure, both Howey and the CDD will mutually develop a method to estimate flows until the meter is repaired.

**3.6. Delivery Pressure; Peak Flows; Usage.** Howey shall deliver Wastewater through Howey Collection Facilities and to the Interconnect Facilities at a pressure not less than 26 Pounds per Square Inch of fluid pressure (PSI) to enable receipt of Wastewater into the Treatment Facilities without repumping. The CDD shall receive Wastewater flows from Howey at a flow rate not exceeding 1,500 GPM unless increased in conjunction with a purchase of additional wastewater treatment capacity as provided in Section 3.4. If at any time Wastewater flow from Howey exceeds 1,500 GPM or other maximum accepted by the CDD in conjunction with a purchase of additional wastewater treatment capacity, Howey shall, at its expense, plan, construct, operate, and maintain a surge tank as a part of Howey Collection Facilities, in order to reduce Wastewater flows to a rate that is at or below 1,500 GPM or other accepted maximum.

**3.7. Treated Wastewater.** Wastewater received by the CDD from Howey through the Interconnect Facilities shall be deemed to be the property of the CDD. Notwithstanding the foregoing sentence, treated wastewater generated from the Excess Capacity used by customers located at the Future Development shall be available for purchase by Howey at the CDD's normal and customary rates.

**SECTION 4. PURCHASE OF EXCESS WASTEWATER CAPACITY.** In the event that Howey's wastewater usage exceeds its subscribed capacity for three (3) consecutive months, Howey shall either buy additional wastewater capacity from the CDD in the manner provided in Section 3.4 or shall pay the capital costs of providing the additional capacity needed, but only if the CDD provides Howey written notice that wastewater received by the CDD has exceeded Howey's subscribed capacity for a one (1) month period and such notice is received by Howey within fifteen (15) days following the termination of that one (1) month period for which Howey's usage exceeded its subscribed capacity.

**SECTION 5. SERVICE STANDARDS.** The parties mutually agree that after connection of Howey Collection Facilities to the Interconnect Facilities, the CDD agrees to comply with all state, regional, and federal requirements and rules applicable to the provision of Wastewater Service Capacity to the public. Notwithstanding the above, the CDD does not guaranty or warrant any special service, pressure, quality, capacity, availability, or other facility other than what is required to fulfill a duty of reasonable care to the customers to whom it provides such Wastewater Service Capacity. Upon connection of Howey Collection Facilities to

the Interconnect Facilities, any customers that have connected or will connect into Howey Collection Facilities shall be Howey's retail customers. Howey shall be the party responsible for discontinuing services to customers provided for hereunder if customers fail to pay bills for said services.

**SECTION 6. CONSISTENCY OF WASTEWATER.** Howey acknowledges and recognizes that in the operation and maintenance of the CDD's Wastewater System, the CDD has certain obligations to protect the health, safety and welfare of the public and to prevent undue burden to the CDD's customers resulting from extraordinary discharges attributable to Howey.

(a) Howey agrees that all Sewage collected by Howey and transmitted to the CDD shall conform to the CDD's published standards prior to introduction into the CDD's Treatment Facilities.

(b) No substance other than Residential Wastewater Strength, including but not limited to hazardous, flammable, toxic, and/or industrial constituents, regardless of the concentrations of such constituents, will be placed into the CDD's Wastewater System and delivered to the Treatment Facilities. Non-domestic wastes from commercial establishments may be introduced into the CDD's Wastewater System only upon prior written approval from the CDD based on the CDD's determination that such non-domestic waste will not harm the Treatment Facilities. Should any non-domestic wastes, grease or oils, including but not limited to, floor wax, paint, chlorides, or salt water be delivered to the Treatment Facilities, Howey will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the Treatment Facilities or property of third parties. The CDD shall have the right to sample Howey's sewage to verify compliance with this Agreement.

(c) In the event the CDD determines that property served or to be served by Howey poses a threat of introducing chlorides, salt water, or similar constituents into the Treatment Facilities at levels determined by the CDD, in accordance with current industry standards, to be harmful to the Treatment Facilities, including but not limited to, the Treatment Facilities' ability to provide effluent meeting reuse standards, and its acceptability as an irrigation supply source for vegetation, the CDD has the right to decline or discontinue service, or charge a higher rate due to increased treatment costs if applicable, to such property or customer and to require such pretreatment or other measures as are necessary to protect the integrity of Treatment Facilities. In the event of such declination or discontinuance of service, Howey shall have the right to provide or obtain treatment of the effluent from such property through its own facilities or from a third party.

**SECTION 7. WHOLESALE WASTEWATER USER CHARGES.**

The CDD agrees to provide transmission, treatment and disposal of Howey's wastewater for a monthly charge per ERU.

(a) The volume may be measured by the CDD at the Point of Connection between the CDD and Howey. After the first of each month, the CDD shall submit an invoice to Howey for

treatment services rendered to Howey during the previous month detailing the number of ERUs. Payment of the invoice and the consequences of failure by Howey to pay the invoice timely shall be governed by the Local Government Prompt Payment Act in Part VII of Chapter 218 of Florida Statutes.

(b) The initial rate payable by Howey for customers connected to Howey Collection Facilities shall be \$28.01 per month per ERU. This rate shall remain in effect until the first anniversary of effective date of this Agreement. For the first twelve billing cycles after the first anniversary of the effective date of this Agreement, the rate payable by Howey shall be \$30.01 per month per ERU. For the first twelve billing cycles after the second anniversary of the effective date of this Agreement, the rate payable by Howey shall be \$32.01 per month per ERU. Thereafter, rates shall be adjusted in accordance with Section 8.

**SECTION 8. CHANGE OF RATES.** Each year after the expiration of the initial rates established in Section 7, the CDD may increase the wholesale rate paid by Howey either:

- (a) by a percentage not exceeding the price-increase-or-decrease index established during that year by the Florida Public Service Commission for wastewater utilities as required by Section 367.081(4)(a) of Florida Statutes; or
- (b) in accordance with a rate study conducted by the CDD, at its election and expense, for the entire CDD Wastewater System, both inside and outside the boundaries of Howey. The study shall arrive at a wholesale rate to be paid by Howey and, at the CDD's election, may consider conversion to a metered rate per thousand gallons of wastewater flow. Upon completion of the rate study, that replacement rate shall be charged to Howey. The wholesale rate to be charged to Howey shall be adjusted using the same methodology and applied to those components of the rate base associated with the acceptance of the wastewater in bulk at the Point of Connection for final transmission, treatment and disposal (i.e., not including costs associated with the CDD collection system, billing, or other costs associated exclusively with CDD Retail Customers).

The CDD may, but shall not be required to, convert its rate structure to charge based on a metered volume basis after a rate study is conducted. Nothing herein shall prohibit the CDD from charging customers outside the Howey Retail Service Territory a rate that is higher than, or increasing rates outside the Howey Retail Service Territory by a percentage greater than, the rate or increase imposed on customers within the Howey Retail Service Territory. CDD Retail Customers shall not be charged a wastewater rate that is less than the amount charged by the CDD with respect to each Howey Retail Customer.

**SECTION 9. ASSIGNMENT OF CDD RETAIL WASTEWATER AGREEMENTS.** The CDD hereby confirms its assignment to Howey by the 2007 Wholesale Agreement of the right to be the retail wastewater service provider for the 2007 Developments and Howey confirms its assumption of such obligations for the 2007 Developments. The CDD retains the right under the CDD Service Agreements to provide wastewater treatment for the 2007 Developments, but only as a wholesale provider to Howey. Howey confirms that the 2007 Developments have purchased and made provision for payment in full of Wastewater Treatment

Capacity sufficient for the needs of such customers, and that other than CIAC for each customer within a 2007 Development (subject to credits as described in the CDD Service Agreements), no other or additional wastewater connection fee, impact fee, service availability fee, or other capital charges whatsoever (however characterized by Howey) shall be due from the 2007 Developments for or on account of the provision of wastewater treatment.

**SECTION 10. RESERVATION AND MAINTENANCE FEES.** The CDD has adopted Reservation and Maintenance Fees (“RAM Fees”) that apply to customers uniformly, both inside and outside the boundaries of Howey, who have reserved wastewater treatment capacity but not connected to service. At the time of this Agreement, the RAM Fee is established by rule at \$6.00 per unit per month and is subject to adjustment through adoption of amended rate rules pursuant to the Florida Administrative Procedures Act.

- (a) Howey shall not be required to pay RAM Fees for unallocated Wastewater Treatment Capacity, but the RAM Fee shall accrue to such capacity to be paid by the end user. As a condition of the issuance of a Certificate of Wastewater Treatment Availability, the person seeking to become a Certified Customer shall pay (in addition to CIAC) an amount equal to the RAM Fees which would have been charged to an ordinary customer with respect to such capacity over the period from the date of the adoption of this Agreement to the date of such payment, which shall include an annual interest carry of five percent (5%).
- (b) With respect to allocated Wastewater Treatment Capacity, Howey shall invoice and collect the RAM Fee from each Certified Customer who is not connected to Howey Collection Facilities along with such other charges as Howey includes in its utility bills. The fees shall be payable by each Certified Customer, and the CDD shall be entitled to receive from Howey all such fee revenues collected, without deduction of any type. Howey shall use reasonable efforts to collect such fees from its customers and shall timely pay the amounts collected to the CDD. Payment of the RAM Fees shall be governed by the Local Government Prompt Payment Act in Part VII of Chapter 218 of Florida Statutes.
- (c) Should any Certified Customer not pay RAM Fees, then Howey shall notify the CDD and the CDD shall have the right (in its sole and absolute discretion), after written notice to the Certified Customer and a 30 day opportunity to cure, to require such Certified Customer to immediately forfeit the portion of the capacity granted under its Certificate of Wastewater Treatment Availability that has not connected to Howey Collection Facilities yet. Thereafter, the forfeited capacity shall be deemed to be “Excess Capacity” under this Agreement and RAM Fees shall accrue to be paid upon reallocation of such capacity. In no event shall Howey allow a Howey Retail Customer to connect to Howey Collection Facilities who is delinquent in payment of RAM fees unless the CDD has consented to such connection.

**SECTION 11. INDEPENDENT CONTRACTOR RELATIONSHIP; NO LIABILITY FOR HOWEY OR CDD DEBT.**

**11.1.** Neither the CDD nor Howey is or shall be deemed to be an agent of the other, and neither shall have the authority or power to obligate or act for or on behalf of the other. Each is entering into this Agreement as an independent contractor.

**11.2.** The parties agree expressly that (i) the CDD has no obligation whatsoever to creditors of Howey or other third-parties for any existing or future debts or other obligations of Howey of any type or nature, and (ii) Howey has no obligation whatsoever to creditors of the CDD or other third-parties for any existing or future debts or other obligations of the CDD of any type or nature.

**SECTION 12. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties hereto. No right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. To that end, this Agreement is expressly declared to have no third-party beneficiary.

**SECTION 13. ASSIGNMENT AND RIGHT OF FIRST REFUSAL.**

**13.1 Assignment.** This Agreement shall be binding on the parties hereto and their representatives, successors, and assigns. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto, which may not be unreasonably withheld.

**13.2 Right of First Refusal.**

(a) CDD does hereby grant unto Howey a right of first refusal (hereinafter referred to as the "ROFR") to purchase all of the CDD's right, title and interest in and to the CDD's leasehold interest in the Lease between the CDD and Sewer & Water Plant Investments, LLC, a Florida limited liability company ("S&WP") (the "Lease"), and together with any personal property located on or used in connection with said real property which is owned by the CDD (collectively, the "Property"), subject to and upon the terms and conditions hereinafter set forth.

During the term of the Agreement, in the event the CDD receives a bona fide written offer from any third party to purchase the Property, which the CDD desires to accept, Howey may elect to purchase the Property at the price and on the terms as are contained in the written offer. The CDD shall give notice to Howey, including delivery to Howey of a true and exact copy of the written offer, and allow Howey sixty (60) calendar days subsequent to Howey's receipt of such notice within which Howey may elect to purchase the Property from the CDD; and in the event Howey so elects to purchase the Property, by giving notice of such election to the CDD within the sixty (60) calendar day period, the CDD shall sell the Property to Howey at the price and on the same terms and conditions as are contained in the written offer.

Should Howey, by written notice to the CDD, elect not to exercise the right to purchase, or should Howey fail to notify the CDD of its election to purchase within the aforesaid sixty (60) day calendar period, then, in either of such events, the CDD shall be free to consummate the sale of the Property to the third party submitting the written offer, provided that the sale is closed on and on the same material terms and conditions as are contained in the written offer and provided

further that the sale is subject to Section 13.1 above. Should any such sale be consummated, this ROFR shall thereafter be of no further force and effect with respect to the Property subject to the sale. Should any such sale not be consummated as aforesaid, the CDD shall, in the event the CDD subsequently receives any modified or new bona fide written offer from any third party to purchase the Property, again follow the provisions of this Subsection 13.2(a) requiring notice to Howey and opportunity for Howey to purchase the Property. The CDD shall not be obligated to offer to sell or to sell the Property, and the CDD shall not be obligated to disclose to Howey any offer to purchase the Property which the CDD may receive which the CDD, in its sole discretion, does not accept or intend to accept.

Notwithstanding anything herein to the contrary, under no circumstances shall a “bona fide written offer from a third party” be deemed to include or shall this ROFR be triggered by any of the following:

- (i) A transfer to S&WP (or its successor or assign); or
- (ii) Any financing transactions of any nature, including a bond issuance; or
- (iii) Any future expansion or modification of the CDD’s Wastewater System and sale of ERUs generated thereby.

(b) Contemporaneously with the execution of the Agreement, Howey and S&WP have entered into a separate right of first refusal agreement establishing a right of first refusal for Howey with respect to S&WP’s fee simple interest in the Property that is leased to the CDD under the Lease.

#### **SECTION 14. INDEMNIFICATION.**

**14.1.** Neither party hereto waives its sovereign immunity, except that, consistent with applicable Florida law, including, but not limited to Chapter 768, Florida Statutes, each party shall hold the other harmless for the negligent acts of itself and its officers, agents, and employees, but only to the extent permitted by law.

**14.2.** If service provided hereunder is discontinued to a customer due to failure of the customer to pay for services provided, the party responsible for discontinuing service shall hold the other party harmless as to any and all claims or suits regarding such action.

#### **SECTION 15. DEFAULT.**

**15.1.** Either party to this Agreement, in the event of or act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including but not limited to injunction to prevent default and specific performance to enforce this Agreement. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

**15.2.** In the event of a default by Howey, the CDD agrees that it will not discontinue service to Howey except in the case of an emergency resulting from a substantial and material

default under Section 6 of this Agreement, provided all payments for service required hereunder are made by Howey and until such time as a court of competent jurisdiction has rendered an adjudication of default. In the event Howey disputes amounts payable for service pursuant to this Agreement, Howey shall continue to make such payments under protest. Upon resolution of the protest, CDD shall refund any amounts determined to be overpaid, plus interest at the rate established by the Local Government Prompt Payment Act, Part VII of Chapter 218 of Florida Statutes.

**15.3.** In the event of default by the CDD, Howey is entitled both to all remedies available to customers of the CDD’s water and sewer system, as well as all remedies otherwise provided under this Agreement.

**15.4.** Each of the parties hereto must give the other party written notice of any defaults hereunder and shall allow the defaulting party 30 days from the date of receipt to cure such defaults and shall otherwise comply with state law related to resolving disputes between local governments. If the default cannot be cured within 30 days the defaulting party shall commence the cure within such period and shall complete such cure within a reasonable period thereafter.

**SECTION 16. NOTICES.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand-delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the U.S. mail, postage prepaid, certified mail, return-receipt requested, addressed to a party at the address set forth opposite the party’s name below, or at such other address as the party’s name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

CDD: Mr. Bud Beucher  
Central Lake Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

with a copy to: George S. Flint  
District Manager  
Central Lake Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

and: District Counsel  
Stone & Gerken, P.A.  
4850 N. Hwy 19A  
Mount Dora, Florida 32757

HOWEY: Sean O’Keefe  
Town Manager  
(101 North Palm Ave. 34737)  
P. O. Box 128

with a copy to: Howey-in-the-Hills, Florida 34737

Thomas J. Wilkes  
GrayRobinson, P.A.  
(301 E. Pine Street, Suite 1400 32801)  
P. O. Box 3068  
Orlando, Florida 32802

**SECTION 17. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

**SECTION 18. RECORDATION.** The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Lake County at the expense of the parties, said expense to be shared equally.

**SECTION 19. TIME OF THE ESSENCE.** Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**SECTION 20. APPLICABLE LAW.** This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for disputes, if any, must be the Circuit Court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

**SECTION 21. FORCE MAJEURE.** In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to an Act of God or of the public enemy, war, state or national emergency, material governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, pandemic, or other casualty or disaster or catastrophe, governmental rules or acts or orders or restrictions or regulations or requirements, or order or decree or judgment or restraining order or injunction of any court, such party shall not be liable for such non-performance.

**SECTION 22. EFFECTIVE DATE, TERM, AND TERMINATION.** This Agreement shall take effect as of the date first above written (“Effective Date”). This Agreement shall continue in full force and effect in perpetuity unless and until a party exercises its right to terminate this Agreement as follows:

22.1 Neither party may terminate this Agreement effective as of a date prior to September 30, 2060.



- 22.2 Howey may terminate this Agreement as of the date stated in a written notice of the termination delivered by Howey to the CDD no less than 60 full calendar months before the stated date of termination.
- 22.3 The CDD may terminate this Agreement as of the date stated in a written notice of the termination delivered by the CDD to Howey no less than 120 full calendar months before the stated date of termination.

As of the date of such termination, both parties shall be fully discharged from obligations under this Agreement except for amounts payable and remaining unpaid as of the date of termination.

**SECTION 23. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENT.**

The 2007 Wastewater Agreement and the 2012 Wastewater Agreement are terminated. This instrument constitutes the amended and restated agreement between the parties in its entirety and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement except the School Board Agreement, which remains in effect. Amendments to and waivers of the provisions herein may be made only by the parties in writing, by formal waiver or amendment approved by majority vote of both Howey's Town Council and the CDD's Board of Supervisors.

**SECTION 24. EXERCISE OF POLICE POWER.** This Agreement must not be construed to require Howey to exercise its police power. Nothing herein acts as a waiver of Howey's authority to require a permit, license, certificate, rezoning, exception, variance, or other approval under Howey's Town Charter, Code of Ordinances, and Land Development Code.

**SECTION 25. EFFORTS OF PARTIES.** The CDD and Howey will each use good faith in their dealings to give effect to the intent of this Agreement. Howey shall enact such ordinances and resolutions, and the CDD shall enact such resolutions and rules, as are necessary or desirable to achieve the purposes hereof including, but not limited to, establishing the payment of contributions in aid of construction as a condition to issuance of certain development approvals as described herein. Neither Party shall enter into an interlocal agreement, interlocal service boundary agreement, joint planning agreement, or similar arrangement, nor enforce a provision of any of the foregoing which may now be in effect, which is contrary to the purposes and intent of this Agreement.

**SECTION 26. PUBLIC RECORDS.** The CDD and Howey both shall comply fully with all applicable requirements of Chapter 119 of Florida Statutes regarding public records.

**SECTION 27. NO EXCLUSIVITY.** Except as set forth expressly herein, the Town may provide wastewater treatment and disposal services, or may contract with others to provide wastewater treatment and disposal services, to Future Development. The CDD has no right of exclusivity in providing such services except as expressly set forth in this Agreement.

**SECTION 28. ANNEXATION OF PARCELS SERVED.** Howey may desire to require, as a condition precedent to providing wastewater service to a prospective Howey Retail

Customer that desires to connect property to the Howey Collection Facilities, an agreement under which the prospective Howey Retail Customer petitions for and consents to annexation of the subject property into the Town. The existence of this Agreement shall not be construed to limit Howey’s discretion to condition service to a prospective Howey Retail Customer on its agreement to annex.

**SECTION 29. LIAISON WITH CDD.** The Howey Town Council may designate from time to time a Town Officer or employee to act as a liaison between the Town and the CDD. Upon notice of this designation, the CDD shall provide the liaison with copies of, or emailed links to, CDD meeting notices, agendas, agenda packets, draft minutes and audit reports at the same time as those items are provided to the CDD board of supervisors. The liaison is invited to attend CDD meetings and may comment on any concerns that either the Town or CDD may have, the Town’s future wastewater needs, or any plans the CDD may have to expand its wastewater facility.

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Agreement on the date and year first above written.

*[ Signatures on the following page ]*

**CENTRAL LAKE COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

By: Board of Supervisors

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

By: \_\_\_\_\_  
Mr. Bud Beucher, Chairman

Approved as to form and correctness:

Print Name: \_\_\_\_\_

ATTEST WITH SEAL

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

By: its Town Council

By: \_\_\_\_\_  
John Brock, Town Clerk

By: \_\_\_\_\_  
Hon. Graham Wells, Mayor

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

\_\_\_\_\_  
Town Attorney

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2025, by BUD BEUCHER as Chairman of CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT, Board of Supervisors. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC—STATE OF FLORIDA  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

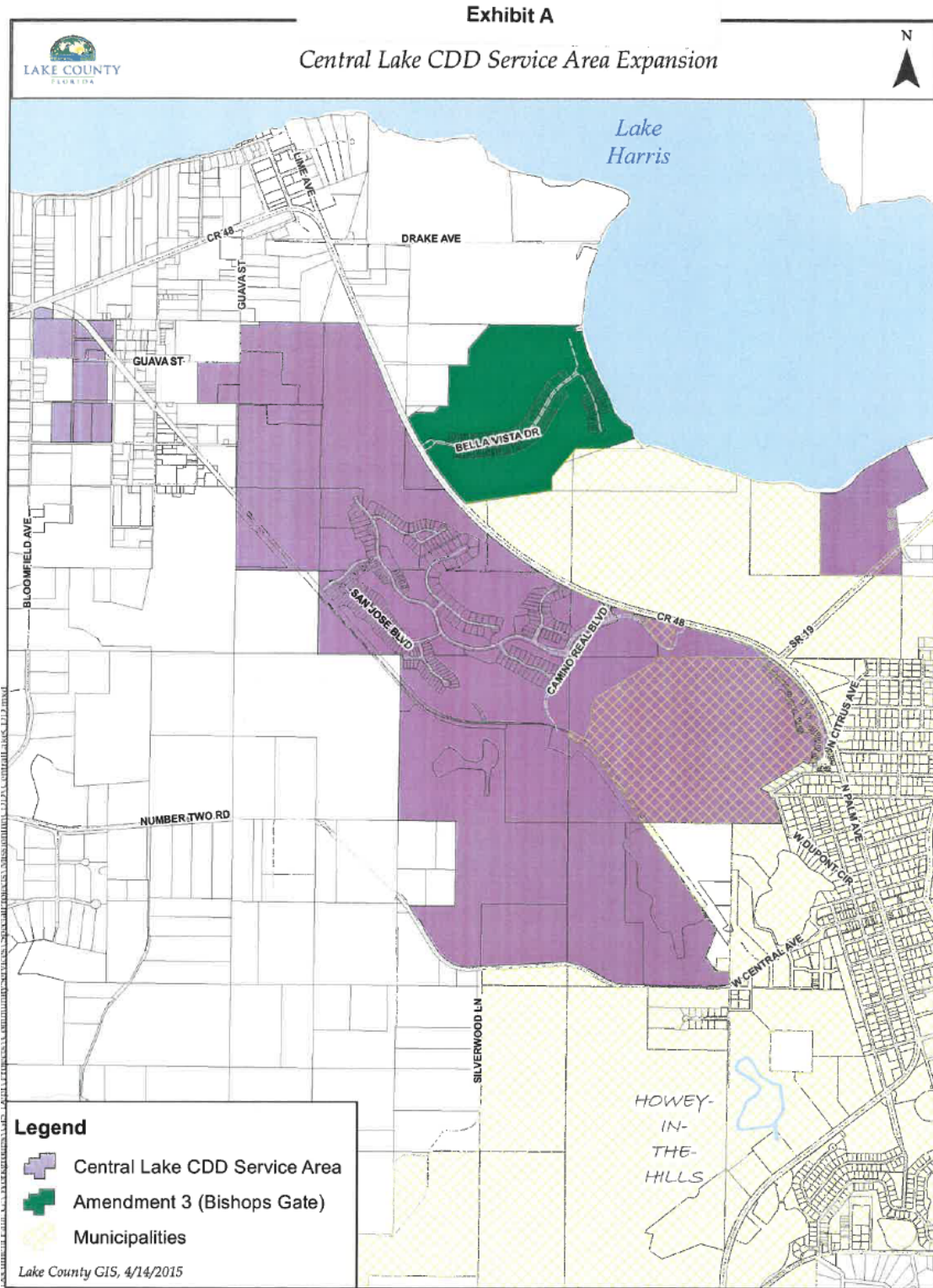
STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2025, by GRAHAM WELLS, as Mayor of the TOWN OF HOWEY-IN-THE-HILLS, FLORIDA. He is personally known to me or has produced \_\_\_\_\_ as identification.

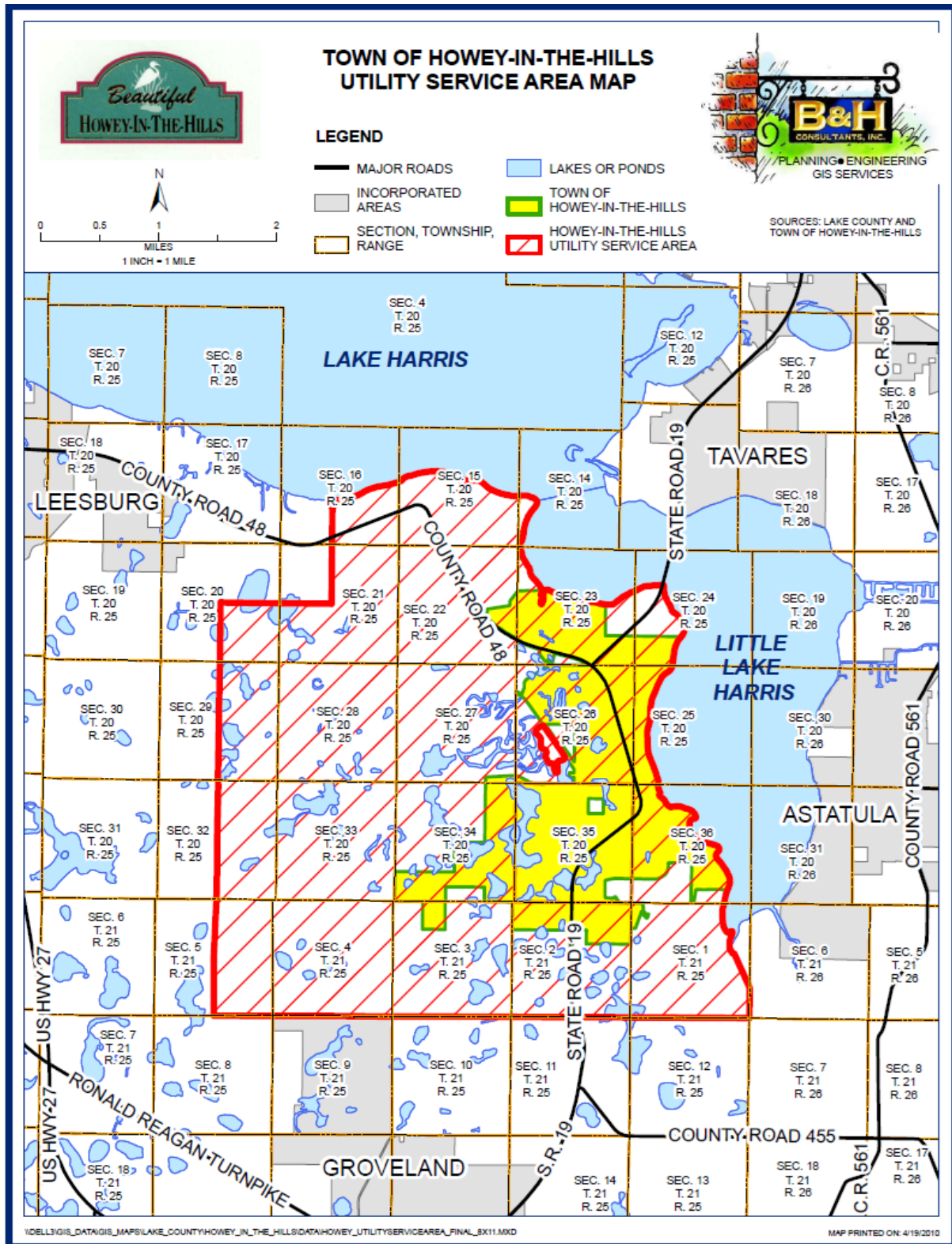
\_\_\_\_\_  
NOTARY PUBLIC—STATE OF FLORIDA  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A

## [Map of CDD Retail Service Territory]



### EXHIBIT B [Map of Howey 180 Utility Service Area]



**EXHIBIT C**

**[Legal descriptions of the Vested 2007 Developments]**

**7L HOWEY-IN-THE-HILLS LEGAL DESCRIPTION**

**7L Howey-in-the-Hills property consists of a South Parcel (160.059 acres)**  
**And a North Parcel (51.272 acres)**

**SOUTH LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF "HOWEY-IN-THE-HILLS" (AN UNRECORDED PLAT) LYING IN SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35 S00°02'16"W, A DISTANCE OF 1298.95 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM AVENUE (STATE ROAD No. 19). SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY N 51°23'37"E, A DISTANCE OF 1797.48 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE 308.66 FEET, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 785.58 FEET, A CENTRAL ANGLE OF 22°30'43" AND A CHORD BEARING AND DISTANCE OF N40°08'15"E, 306.68 FEET; THENCE DEPARTING SAID RIGHT OF WAY N53°52'15"E, A DISTANCE OF 248.38 FEET; THENCE N72°56'00"E, A DISTANCE OF 7.90 FEET; THENCE S17°04'39"E, A DISTANCE OF 2998.95 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD, (A.K.A. REVELS ROAD), SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE 443.81 FEET, CONCAVE NORTHERLY, HAVING A RADIUS OF 610.22 FEET, A CENTRAL ANGLE OF 41°40'17" AND A CHORD BEARING AND DISTANCE OF S69°14'53"W, 434.10 FEET TO A POINT OF TANGENCY; THENCE S89°48'55"W, A DISTANCE OF 1297.88 FEET; THENCE DEPART SAID RIGHT WAY N00°12'15"W, A DISTANCE OF 849.40 FEET; THENCE S89°48'55"W, A DISTANCE OF 360.14 FEET; THENCE S00°07'36"E, A DISTANCE OF 305.15 FEET; THENCE S89°56'08"W, A DISTANCE OF 135.00 FEET; THENCE S00°06'07"E, A DISTANCE OF 275.36 FEET; THENCE S89°48'03"W, A DISTANCE OF 328.16 FEET; THENCE S00°37'45"W 200.21 FEET; THENCE N89°47'38"E, A DISTANCE OF 45.00 FEET; THENCE S00°12'22"W, A DISTANCE OF 168.45 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD, SAID POINT BEING A

POINT ON A CURVE; THENCE ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE 189.94 FEET, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3270.02 FEET, A CENTRAL ANGLE OF 3°19'41" AND A CHORD BEARING AND DISTANCE OF S71°20'23"W, 189.91 FEET; THENCE DEPART SAID RIGHT OF WAY LINE S60°21'55"W, A DISTANCE OF 531.96 FEET; THENCE S51°11'38"W, A DISTANCE OF 795.55 FEET; THENCE S55°02'40"W, A DISTANCE OF 309.80 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 19, SAID RIGHT OF WAY BEING COMPRISED IN PART BY PORTIONS OF MARE AVENUE AND PALM AVENUE; THENCE ALONG SAID RIGHT OF WAY N00°09'53"W, A DISTANCE OF 488.11 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE 2017.34 FEET, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2241.83 FEET, A CENTRAL ANGLE OF 51°33'30" AND A CHORD BEARING AND DISTANCE OF N25°36'52"E, 1949.96 FEET TO A POINT OF TANGENCY; THENCE N51°23'37"E, A DISTANCE OF 601.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 160.059 ACRES MORE OR LESS

TOGETHER WITH

#### **NORTH LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF "GROVE GARDENS" (PLAT BOOK 17, PAGE 2) AND "HOWIE-IN-THE-HILLS" (AN UNRECORDED PLAT) LYING IN SECTIONS 26 AND 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION N 89°49'22"E, A DISTANCE OF 97.92 FEET TO THE POINT OF BEGINNING; THENCE DEPART SAID SECTION BOUNDARY N 00°00'07"E, A DISTANCE OF 29.70 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GRANT STREET; THENCE ALONG SAID RIGHT OF WAY N 56°00'00"E, A DISTANCE OF 921.20 FEET; THENCE N 64°54'03"E, A DISTANCE OF 134.15 FEET; THENCE DEPART SAID RIGHT OF WAY LINE S 22°46'58"E, A DISTANCE OF 134.90 FEET; THENCE N67°23'46"E, A DISTANCE OF 249.96 FEET; THENCE S 06°03'40"E, A DISTANCE OF 12.16 FEET; THENCE N 89°52'29"E, A DISTANCE OF 222.15 FEET; THENCE S 17°01'37"E, A DISTANCE OF 79.32 FEET; THENCE N 72°54'16"E, A DISTANCE OF 315.08 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA AVENUE; THENCE ALONG SAID RIGHT OF WAY S 17°04'04"E, A DISTANCE OF 1132.61' FEET; THENCE DEPART SAID RIGHT OF WAY S 72°57'38"W, A DISTANCE OF 149.84 FEET; THENCE S 17°10'01"E, A DISTANCE OF 74.94 FEET; THENCE N 72°58'13"E, A DISTANCE OF 149.82' TO A POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA AVENUE; THENCE ALONG SAID RIGHT OF WAY



S 17°02'44"E, A DISTANCE OF 300.03 FEET; THENCE DEPART SAID RIGHT OF WAY S 72°56'00"W, A DISTANCE OF 149.83 FEET; THENCE S 17°02'42"E, A DISTANCE OF 164.96 FEET; THENCE N 90°00'00"W, A DISTANCE OF 835.94 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE ALONG SAID SECTION BOUNDARY N 00°19'41"W, A DISTANCE OF 404.92 FEET; THENCE DEPARTING SAID SECTION BOUNDARY S 89°51'12"W, A DISTANCE OF 659.75 FEET; THENCE N 45°09'29"W, A DISTANCE OF 468.37 FEET; THENCE N 00°06'38"W, A DISTANCE OF 331.44 FEET; THENCE S 89°50'24"W, A DISTANCE OF 232.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.272 ACRES MORE OR LESS.

Exhibit A  
to  
Amended & Restated Developer's Agreement  
The Reserve at Howey-in-the-Hills

LEGAL DESCRIPTION

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN EAST ALONG THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH ALONG THE EAST LINE THEREOF, TO THE SOUTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN WEST ALONG THE SOUTH LINE THEREOF TO THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

ALL OF BLOCK D-14 IN PALM GARDENS, A SUBDIVISION IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND ALSO:

THE SOUTH 3/4 OF THE WEST 1/2; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LESS THE RIGHT OF WAY OF A COUNTY CLAY ROAD; AND THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH AND WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA; LESS AND EXCEPT THEREFROM THAT PART THEREOF LYING WITHIN TAYLOR MEMORIAL CEMETERY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 5, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ALSO LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

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AND ALSO:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 1, IN BLOCK D-14, IN PALM GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WEST TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35; THENCE RUN SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35 TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE SAID BLOCK D-14, TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD. DENOTES PARCEL DESIGNATION FOR CLARITY PURPOSES.

AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 459.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE HAVING A CENTRAL ANGLE OF 14°35'56", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 596.69 FEET, A CHORD BEARING OF S44°49'31"W AND A CHORD DISTANCE OF 595.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°58'29", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 939.04 FEET, A CHORD BEARING OF S26°02'16"W AND A CHORD DISTANCE OF 932.76 FEET; THENCE RUN N75°26'58"W, 402.66 FEET; THENCE RUN S68°12'24"W, 668.73 FEET; THENCE RUN N53°42'00"W, 250.16 FEET; THENCE RUN N12°38'17"E, 257.60 FEET; THENCE RUN N77°21'43"W, 125.00 FEET; THENCE RUN N12°38'17"E, 13.01 FEET TO THE POINT OF

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CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 39°28'41", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 51.68 FEET, A CHORD BEARING OF N32°22'37"E AND A CHORD DISTANCE OF 50.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 476.63 FEET; THENCE RUN N54°47'17"E, 150.16 FEET; THENCE RUN N52°06'58"E, 205.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N83°33'05"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 125°45'33", A RADIUS OF 99.99 FEET, AN ARC LENGTH OF 219.47 FEET, A CHORD BEARING OF N52°06'58"E AND A CHORD DISTANCE OF 178.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N20°40'51"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 560.98 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF TAYLOR MEMORIAL CEMETERY; THENCE RUN S37°58'58"E ALONG SAID NORTHWESTERLY EXTENSION LINE, 613.80 FEET TO THE POINT OF BEGINNING.

## AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 66.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 392.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 02°12'24", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 90.19 FEET, A CHORD BEARING OF S51°01'15"W AND A CHORD DISTANCE OF 90.19 FEET TO THE MOST EASTERLY CORNER OF TAYLOR MEMORIAL CEMETERY; THENCE RUN N38°00'31"E (N38°00'31"W), ALONG THE NORTHEASTERLY LINE OF SAID TAYLOR MEMORIAL CEMETERY, 547.00 FEET; THENCE RUN N52°06'58"E, 484.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S82°53'02"E AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF TANGENCY; THENCE RUN

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S37°53'02"E, 525.33 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S07°07'12"W AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN N52°07'27"E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 673.75 FEET TO THE POINT OF BEGINNING; THENCE RUN N37°53'02"W, 1008.88 FEET; THENCE RUN N00°35'47"E, 116.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST (NORTHEAST) 1/4 OF SAID SECTION 35; THENCE RUN S89°24'13"E ALONG SAID NORTH LINE, 270.08 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N00°35'58"E ALONG SAID WEST LINE, 256.12 FEET TO A POINT ON THE SOUTH LINE OF THE RESIDENCE OF DON WHITE; THENCE RUN S89°24'13" (S89°24'13"E) ALONG SAID SOUTH LINE, 418.17 FEET; THENCE RUN S00°35'47"W, 709.10 FEET; THENCE RUN S37°52'33"E, 317.47 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 329.54 FEET TO THE POINT OF BEGINNING.

JKCJ LEGAL2.DOC  
REV'D 05/17/07 SVB

**{Legal Description for Mission Rise to be added}**

## EXHIBIT D

### [Legal Description of the 2012 Development]

**Parcel 1 & Parcel 2**

Parcel ID No.: 15-20-25-010100100000  
Alternate Key No.: 1226171

Parcel ID No.: 22-20-25-000400001000  
Alternate Key No.: 1801770

Legal Description: BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN S.89°09'42"W. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE S.81° 15'42"W, TO THE EAST LINE OF TRACT "I", OF DRAKE POINT PARK REPLAT, RECORDED IN PLAT BOOK 10, PAGE 63, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE S.81°15'42"W, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48 TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

**Parcel 3**

Parcel ID No.: 23-20-25-000400000200  
Alternate Key No.: 1780438

Legal Description: GOVERNMENT LOT 2, 4, 5, 6, 7, 8 AND 9 LYING NORTH OF HIGHWAY 48 AND WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN N.00°04'21"E., 1314.20 FEET MORE OR LESS TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S.89° 35'28"W. ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, A DISTANCE OF 1100.00 FEET; THENCE N.00°27'54"E., 1484.76 FEET MORE OR LESS TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO POINT "A".

**Parcel 4**

Parcel ID No.: 23-20-25-000200000600  
Alternate Key No.: 2923954

Legal Description: FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN S.89°09'42"W. ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE N.00°15'45"W., 210 FEET; THENCE N.38°44'24"E., 583.17 FEET FOR THE POINT OF BEGINNING; THENCE N.89°10'02"E., 1177 FEET TO THE WATERS OF LAKE HARRIS; THENCE SOUTHEASTERLY ALONG SAID WATERS OF LAKE HARRIS TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, SAID POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S.38°44'24"W. TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST 1/4 TO POINT "A".

**Parcel 5**

Parcel ID No.: 22-20-25-000100001400  
Alternate Key No.: 2923946

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

**Parcel 6**

Parcel ID No.: 23-20-25-000400001000  
Alternate Key No.: 3815447

Legal Description: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN N.00°04'21"E., 1314.20 FEET MORE OR LESS TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S.89°35'28"W. ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, A DISTANCE OF 1100.00 FEET; THENCE N.00°27'54"E., 1484.76 FEET MORE OR LESS TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO POINT "A".

**EXHIBIT E**  
**[Certified Customers as of January 2025]**

**Vested 2007 Development Certified Customers**

\_\_\_\_ Customers in Venezia (South)  
\_\_\_\_ Customers in Talichet  
\_[0]\_ Customers in The Reserve

**Other Businesses**

(i) Boondocks Restaurant (13 ERUs),  
(ii) Howey's Town Hall (2 ERUs), (iii) Howey's Police Station (2 ERUs), (iv) Howey's Library (6.5 ERUs), Howey's Water Plant (1 ERU), (v) the office at 107 W. Central Avenue in Howey, (Parcel ID 26-20-25-0100-D01-01400), which is currently being operated as The Clark Clinic Howey (3.3 ERUs), and (vi) Bishops Gate (210 ERUs)



# EXHIBIT F

## [Unpaid Hookups]

Bellissimo Pl. 540, 544, and 552 a.k.a. ALT KEY 1255228, 1818770, and 3913771



#45374066 v28



**Date:** January 13, 2025

**To:** Mayor and Town Council

**From:** Sean O’Keefe, Town Manager

**Re:** Consideration and Approval: **Resolution 2025-001 - Rules of Order**

**Objective:**

To consider and approve **Resolution 2025-001**, adopting the updated **Howey-in-the-Hills Town Council Rules of Order** to govern the conduct of Town Council meetings and related activities.

**Summary:**

The proposed Rules of Order are designed to streamline Town Council meetings, promote transparency, and enhance procedural clarity. Per Sec. 4(b) of Town Code, “The Council shall determine its own rules and order of business. Roberts Rule of Order may be applicable,” and again in Sec. 42-5, “The Town Council shall make such bylaws and rules of order for its guidance and government as it deems expedient.” These rules here proposed have been revised to reflect current parliamentary practices and the specific operational needs of the Town. **Resolution 2025-001** formalizes these rules as the governing procedural framework for all Council meetings.

Key highlights of the proposed Rules of Order include:

1. Meeting Structure and Procedures:
  - Regular meetings will occur on the second and fourth Mondays of each month.
  - Meeting duration is capped at two and a half hours unless extended by majority vote.
2. Public Input and Decorum:
  - Public comments are encouraged, with a standard three-minute limit per speaker.
  - Decorum rules ensure orderly participation from both Council members and the public.
3. Motion-Making and Voting:
  - Clear guidelines for motion-making, ensuring all Council members have the opportunity to participate in discussion before a motion is made.
  - Roll-call votes are required for significant decisions, such as ordinances, resolutions, and financial and contractual matters.
4. Use of Technology:
  - Provisions for Council participation via electronic media under extraordinary circumstances, ensuring accessibility while maintaining quorum requirements.

**Fiscal Impact:**

There is no fiscal impact associated with the adoption of the updated Rules of Order.

**Staff Recommendation:**

Staff recommends approval of **Resolution 2025-001**.

**RESOLUTION 2025-001**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, ADOPTING THE HOWEY-IN-THE-HILLS TOWN COUNCIL RULES OF ORDER; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Howey-in-the-Hills is authorized under Section 166.021, Florida Statutes, and the Town Charter to adopt policies and procedures for the efficient governance of its meetings and official actions; and

**WHEREAS**, the Town Council recognizes the need to establish updated and consistent rules of procedure to govern its meetings and related activities in order to promote transparency, efficiency, and fairness; and

**WHEREAS**, the "Howey-in-the-Hills Town Council Rules of Order," as attached hereto as Exhibit "A," have been reviewed and revised to reflect the most recent parliamentary practices and the operational needs of the Town Council; and

**WHEREAS**, the Town Council desires to formally adopt these rules as its governing procedural framework.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, AS FOLLOWS:**

**Section 1. ADOPTION.**

The Town Council hereby adopts the "Howey-in-the-Hills Town Council Rules of Order," attached hereto as Exhibit "A" and incorporated herein by reference, as the official procedural rules governing all Town Council meetings and related activities.

**Section 2. REPEAL OF CONFLICTING POLICIES.**

All prior resolutions, policies, or procedures of the Town Council that conflict with the adopted "Howey-in-the-Hills Town Council Rules of Order" are hereby repealed to the extent of such conflict.

**Section 3. SEVERABILITY.**

If any provision of this Resolution or the attached Rules of Order shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

**Section 4. EFFECTIVE DATE.**

This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Howey-in-the-Hills, Florida, this 13th day of January, 2025.

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

By: its Town Council

By: \_\_\_\_\_  
Graham Wells, Mayor

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

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

\_\_\_\_\_  
Tom Wilkes, Town Attorney

Councilor Jon Arnold	_____yea	_____nay
Councilor Reneé Lannamañ	_____yea	_____nay
Councilor David Miles	_____yea	_____nay
Mayor Pro-Tem Tim Everline	_____yea	_____nay
Mayor Graham Wells	_____yea	_____nay

## **HOWEY IN THE HILLS TOWN COUNCIL RULES OF ORDER**

### **1. Meetings**

- a) The Town Council is empowered to determine the policies necessary for the effective operation and general improvement of the town.
- b) The council shall meet regularly on the second and fourth Monday of each month at such times and places as the Council may prescribe. By ordinance, the council may change from time to time the days of the month when regular meetings are to be held.
- c) Any meeting falling upon a legal holiday or other date on which a majority of the Council is not able to attend will be rescheduled.
- d) The Town Manager is responsible for determining and preparing the agenda for each meeting of Town Council.
- e) The Town Clerk is responsible for proper noticing of the meetings, and preparing the respective ordinances, resolutions, and reports for each meeting.
- f) The Town Council will complete regular meetings within two and a half hours. In the event a meeting approaches two and a half hours in length, the Mayor will request if the Council would like to extend the meeting, schedule a special meeting, or table the remaining agenda items until the next scheduled meeting. This will then be decided by a majority vote from the Council.
- g) The parliamentary authority governing the Town Council will be the most recent edition of Robert's Rules of Order, Newly Revised in Brief, except as otherwise provided by these rules of order.

### **2. Special Meetings**

- a) Special meetings shall be held on the call of either the Town Manager or a majority of the council, when called in writing, with written notice to the Mayor and Town Council members no less than 72 hours before the meeting (except in cases of extreme emergency) setting forth the date, time, place and purpose of the special meeting; the Town Clerk shall be responsible for noticing the meetings. No business other than the purpose specified in the call shall be transacted during the special meeting unless approved by a supermajority vote of all councilors present.
- b) Additionally, the Council, by majority vote, may call for a special meeting at any duly noticed meeting. The Council will specify the date, time and place of the special meeting and the business to be conducted.
- c) The Town Manager will be responsible for the agenda and packet to be delivered to each individual Council Member at least forty-eight (48) hours prior to the meeting.

### **3. Emergency Meetings**

An emergency meeting may be called by the Town Manager providing such notice has been provided to the members of the Council and the Town Clerk and public notice is given as practical under the circumstances. An emergency necessitating such a meeting is a perceived immediate threat to the public health, safety, or welfare of the community and as otherwise defined by Florida law.

#### 4. Workshops

- a) Workshops may be scheduled by the Town Manager, Mayor and/or Council Member provided at least seventy-two (72) hours' notice be given to the Town Clerk. Workshops are opportunities for Councilors to discuss issues and provide policy guidance. The public may comment at workshops provided such comments are limited to three minutes per person. No formal votes may be held at workshops, but non-binding "straw polls" may be used to determine the intentions of the Council.
- b) Additionally, the Council, by majority vote, may call for a workshop at any duly noticed meeting. The Council will specify the date, time and place of the special meeting and the business to be transacted. No other business, other than as recited in the notice, will be transacted at such workshops.
- d) The Town Manager will be responsible for the agenda and packet to be delivered to each individual Council Member at least forty-eight (48) hours prior to the meeting.

#### 5. Quorum

- a) A quorum for the transaction of business will consist of three (3) Council Members.
- b) If no quorum is present, the meeting will be adjourned or continued as a Workshop. The Presiding Officer will decide to schedule a special meeting, or table the remaining agenda items until the next scheduled meeting.
- c) Workshops may consist of two (2) or more Council Members.

#### 6. Cancellation of Meeting

Whenever a council meeting is cancelled after the agenda has been distributed or posted, the items on that agenda will automatically be postponed to the next regular or special meeting.

#### 7. Closed Meetings

- a) All meetings of the Town Council will be open to the public with exceptions as provided for by state statute.
- b) No member of the Town Council, employee of the Town, or any other person will disclose the content or substance of any closed meeting until the transcript of the meeting becomes public record upon conclusion of the litigation.

#### 8. Presiding Officers

- a) Whenever the term "Presiding Officer" is used, it will mean the Mayor, and if the Mayor is absent, it will apply equally to the Mayor Pro Tempore, and if the Mayor Pro Tempore is also absent, to the temporary presiding officer elected pursuant to this section.
- b) The Mayor will preside over all meetings of the Council. In the absence of the Mayor and the Mayor Pro Tempore, the Town Manager will call the Council to order, whereupon a temporary meeting presiding officer will be elected by the majority vote of Council Members present as their first order of business. Upon the arrival of the Mayor or the Mayor Pro Tempore, the temporary presiding officer will relinquish the chair at the conclusion of the item of business then before the Council.

- c) The Presiding Officer may move, second, debate, and vote and will not be deprived of any of the rights and privileges of a Council Member.
- d) The Presiding Officer will maintain order and decorum at all meetings. He or she will decide all questions of order and procedure, with the counsel, if necessary, of the Town Attorney.
- e) For matters other than legislative ordinances and quasi-judicial matters, the Presiding Officer, or such person as he or she may designate may verbally summarize the item to be voted upon immediately after it has been moved and seconded and may restate each question immediately prior to calling for the vote. If there is no second to a Motion made, the Mayor may announce that the Motion died for lack of a second and will request that a new Motion be made. After a new Motion is made and there is a second, the Council may discuss the matter further if necessary. The Presiding Officer may close the discussion once he or she deems it appropriate and will then ask the clerk for a Roll Call vote. Following the vote, the Presiding Officer will announce whether the item carried or was defeated.

## **9. Decorum of Council Members**

- a) Council Members will confine comments to the question under debate and will refrain from impugning the motives of any other member's argument or vote.
- b) A Council Member, when called to order by the Presiding Officer, will thereupon discontinue speaking.

## **10. Use of Electronic Media Technology for Meetings**

- a) Electronic media technology has become a valuable and prevalent asset for group meetings. Electronic media will, at a minimum, provide the capability of two-way voice communication audible to Council Members not present and present at the meeting.
- b) Except as provided by law, a Council member absent from the meeting may enter into discussion by telephone or video conference but may not vote unless present as long as a quorum of Council Members are physically present at the meeting. However, if a quorum is physically present, the participation and vote of an absent member is permissible when such absence is due to extraordinary circumstances such as illness. Such a circumstance is a determination that must be made in the good judgement of the Council.
- c) The absentee member will provide notice to the Town Manager of his/her request to participate via electronic media technology and the circumstance as listed above. The Town Manager will provide this request to the Council members.
- d) Two (2) Council members may not be present at the same remote location.

## **11. Agendas**

- a) In order to facilitate the orderly conduct of business, the Town Manager will determine and prepare an agenda for each Council meeting.
- b) Subject to these rules, items of business may be placed on a regular meeting agenda by the Town Manager. Except as provided in Section 3, Emergency Meetings, the Town Manager will not change or supplement the agenda after 5:00 p.m. three (3) days before the scheduled Council meeting. Except as provided in Section 3, Emergency Meetings, the Town Manager must make any and all changes or additions to the agenda before 5:00 p.m. three (3) days before the Council meeting.



- c) When a Council Member wishes to request an item to be placed on the regular meeting agenda, the item will be presented to the Town Manager's office no later than seven (7) days preceding the Council meeting so that the information may be included as part of the regular agenda which will be distributed to the members preceding the meeting.
- d) Any agenda item which has been noticed to the public can only be removed from the agenda with the approval of the Town Council.
- e) No item will be placed on an agenda which is substantially similar to an item voted upon by the Council within the last six months unless three or more Council Members agree. During other business at a regular Council meeting, the Council will discuss and vote on whether such an agenda item should be formally reconsidered by the Council on a future agenda.
- f) The agenda packet for each regular meeting will be delivered to each Council member so as to provide proper time for the member to study the agenda packet. Generally, the agenda packet should be delivered no later than four (4) days prior to the meeting. The agenda packet for a special meeting will be delivered at least forty-eight (48) hours before the meeting, consistent with provisions calling for special meetings.
- g) The Council will transact business according to the agenda prepared by the Town Manager and submitted to all Council members in advance of the meeting. The order of business may be altered at any meeting by a majority vote of the members present.

**12. Order of Business**

At any regular or special meeting, the Council will proceed to transact the business before it in the following order:

- a) Call to Order;
- b) Pledge of Allegiance;
- c) Invocation;
- d) Roll Call;
- e) Acknowledgement of Quorum Present and Proper Notice Given;
- f) Welcome and Introduction of Guests;
- g) Agenda Approval/Review;
- h) Public Question & Comment;
- i) Consent Agenda;
- j) Public Hearings;
- k) Old Business;
- l) New Business
- m) Department Reports;
- n) Council Member Comment;
- o) Adjournment.

**13. Meeting Procedures (Discussion Flow / Making Motions)**

Town Council meeting procedures are aimed at improving discussion flow, managing public comments, and clarifying motion-making processes to make more efficient, equitable meetings.

- a) Preliminary Motions will be included in the Staff Reports: Staff Reports would include a requested or recommended motion, providing a starting point for Council discussion.
- b) It is important that the public should hear the views and explanations from Council and that Council shall hear and take account of public opinion before a motion is made. Therefore, other than for Public Hearings, the Presiding Officer will determine whether Public Question & Comment will be heard before Council Discussion or after.

- c) Councilors shall refrain from making motions before each Councilor has the opportunity to share their perspective and public input has taken place. This ensures balanced participation and helps address the key concerns.
- d) When the item has been fully discussed and after public comment has been heard, the Presiding Officer will call for a motion and vote without reopening the discussion unless necessary.
- e) Limiting Actions on Discussion-Only Items: Council shall refrain from making motions or approving items explicitly designated as discussion only on the agenda. This ensures transparency and adherence to intended agenda purposes. If necessary, a motion and vote to turn a discussion item into a voting item can be made by a supermajority of the council.

#### 14. Public Input

It is the policy of the Council to permit and encourage input and comments by members of the public during the Public Question & Comment period as well as during public hearings. The Presiding Officer will strive to provide equal opportunity for individuals to address the Council at the appropriate times during the meeting.

- a) Input and comments by the public can be made during the Public Question & Comment period of the meeting. Clarification of questions by a Council Member regarding comments or input by a member of the public are permitted. Public comments are limited to three minutes per person; the Presiding Officer may permit additional time to a given speaker on a case-by-case basis. At the Public Question & Comment period of the meeting, each person desiring to address the Council will approach the podium, state his or her name and address for the record, and state the subject. The Town Council will hear questions, comments, and concerns from the citizens. If the issue raised is not on that day's agenda, action will not be taken by the Council at the meeting. Questions may be answered by staff or referred for appropriate staff action. If further action is necessary, the item may be placed on a future Council agenda. Specific zoning approval questions that have not yet come to Council and active code enforcement cases shall not be discussed during the Public Question & Comment period.

Each person is requested to observe general rules of decorum and civility (speak one at time, avoid personal attacks, and avoid profanity). While input and comments by the public are encouraged, the Council Members will not engage in debate with members of the public. In order to be able to address all agenda items, the general Public Question & Comment period will be limited to a maximum of thirty (30) minutes unless extended by the Presiding Officer.

- b) For Public Hearings, after an ordinance's title is read and the applicant provides a presentation, the Presiding Officer will ask whether any member of the public has any questions or comments. Public comments are limited to three (3) minutes per speaker; the Presiding Officer may permit additional time to a given speaker on a case-by-case basis. During public comment, Council Members may ask questions of those commenting but will not debate the matter with the party commenting. If there is no public comment or after public comment is closed, the Presiding Officer will ask for a Motion from the Council.
- c) During any public input, the Presiding Officer may:
  - (1) Interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant.
  - (2) Request any individual to leave the meeting when that person does not observe reasonable decorum.

- (3) Request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting.
- (4) Call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.

## 15. Voting

- a) When the Clerk has commenced to call roll of the Council for the taking of a vote, all debate on the question before the Council will be deemed concluded. During the taking of the vote, a member will be permitted to ask a clarifying question of the Town Manager or Town Attorney and/or briefly explain his or her vote, and the member will respond to the calling of his or her name by the Clerk by answering "Yes" or "No" as the case may be.
- b) The Clerk will call the roll on a rotating basis so that every Council Member will have the opportunity to vote first on an issue at one time or another, provided the Presiding Officer will always be the last to voice his or her vote.
- c) Unless otherwise specified by these rules, all ordinances, resolutions, or motions will be passed by the affirmative vote of no less than a majority of Council Members present.
- d) A roll call vote will be required for the following:
  - (1) All ordinances and resolutions.
  - (2) All approval of contracts.
  - (3) All motions to create an office or a position of employment.
  - (4) All financial matters, budgets, budget amendments and appropriations.
- e) The Presiding Officer may utilize a voice vote for the approval of the consent agenda, approval of minutes or other matters where a roll call vote is not required by law; provided, however, that a roll call vote will be taken upon the timely request of any Council Member.
- f) A vote lacking the required number of affirmative votes will constitute defeat of a motion.
- g) A Council Member may change his or her vote only if a timely request to do so is made prior to the announcement of the vote by the Presiding Officer.
- h) Unless otherwise provided for by statute, if a Council Member present has reason to think a conflict of interest may exist on a particular matter, he or she will, after consultation with the Town Attorney, so state the nature of his or her disqualification in the open Council meeting. A Council Member who so announces a conflict of interest in any matter may remain seated during the debate or may leave. However, he or she will not vote or otherwise participate on such matter. The Town Clerk and Town Attorney will assist the disqualified Council Member in filing the necessary documentation with the Florida Commission on Ethics.
- i) Where lack of a quorum during a convened meeting results from the absence of a Council Member, the minutes will be so noted, and the matter under consideration will be considered as having been postponed until the next regular meeting. The meeting may continue after the postponement has been announced by the Presiding Officer and the member breaking the quorum has resumed his or her presence, otherwise the Presiding Officer will declare the meeting adjourned after such announcement.

- j) The Presiding Officer should announce the vote upon every matter upon which a vote is taken.
- k) On workshops and other matters not requiring a vote, the Council may take a straw poll to provide staff with clear direction on the consensus of the majority of the Council.

## **16. Documents.**

- a) Minutes of all regular and special meetings will be digitally recorded. Such minutes will be maintained in the office of the Town Clerk. The minutes will reflect:
  - (1) The date, time and place of the meeting or session.
  - (2) The members recorded as either present or absent.
  - (3) A general description of all matters proposed, discussed, or decided.
  - (4) Record of any votes taken.
- b) A Council Member may request, through the Presiding Officer, the privilege of having his or her comments or written statement entered into the minutes concerning any matter pending before the Council.
- c) Such minutes may be revised at any time by the Town Clerk to correct spelling, numbering, and other such technical defects. Prior to approval, any member may request the correction of any inaccuracy within the minutes. If objection is made by any Council Member to such correction of any inaccuracy, a majority vote of the Council will be necessary for adoption of the correction.
- d) The Town Clerk's office is not required to prepare verbatim transcripts for any parts of any minutes of Town Council meetings unless the Town Council, by majority vote, directs verbatim transcripts for any parts of any minutes it deems necessary and proper for conducting internal affairs of the Town or when required for closed meetings.
- e) The Mayor will sign all approved ordinances, resolutions and other documents requiring his or her signature. If the Mayor is unavailable to do so, the Mayor Pro Tempore will be permitted to sign all ordinances, resolutions and other documents requiring the Mayor's signature in his or her absence.

## **17. Failure to observe procedures.**

These rules are adopted to expedite the transaction of the business of the Council in an orderly fashion and are deemed to be procedural only. The failure to strictly observe such rules by the Council will not affect the jurisdiction of the Council or invalidate any action taken at a meeting that is otherwise held in conformity with law.

## **18. Disruption of Meetings**

No person will interrupt, disturb, or disrupt any Regular Meeting, Special Meeting or Workshop of the Council. Upon direction of the Presiding Officer, any such person will be asked to leave the meeting.

## **19. Amendment of Rules**

These rules will be amended by resolution.



**Date:** January 13, 2025  
**To:** Mayor and Town Council  
**From:** Sean O’Keefe, Town Manager  
**Re:** Discussion: **Library Director and the Charter**

**Objective:**

To clarify the hiring process and supervisory role of the Town Manager concerning the Library Director position, and to address questions regarding whether the Library Director is considered a "Town Officer" requiring Town Council confirmation.

**Summary:**

Councilor Everline has requested a Council discussion regarding the classification and hiring process for the Library Director. The discussion is intended to provide clarity on the matter, ensure adherence to the Town Charter and related ordinances, and address potential concerns regarding administrative practices.

Per the Town Code (Sec. 23-1), **Town Officers** include the Police Chief, Town Clerk, and Public Services Director. The employment of these positions “shall take effect only upon confirmation by Town Council” [Sec. 8(c)ii]. The Library Director is not listed among these roles, and therefore, the position does not require confirmation by the Town Council under current provisions.

As a department head, the Library Director reports to the Town Manager, who oversees the administration of all Town departments and staff. This is in line with the Town Manager’s responsibility to manage the hiring and firing of personnel generally.

While not required, Council may wish to provide guidance on whether the Town Officer confirmation process should extend to additional department heads, such as the Library Director. This would necessitate an ordinance amendment to formally include the Library Director in the definition of Town Officers.

**Fiscal Impact:**

There is no fiscal impact beyond minor administrative or legal costs for any ordinance to change the current definitions.

**Staff Recommendation:**

Staff does not recommend any changes to the current list of Town Officers.



## MEMO

To: Town Council

CC:

From: John Brock, Deputy Town Manager / Town Clerk

RE: December 2024 Month-End Town Hall Report

Date: 01/09/2025

### Utility Billing: Top Utility Bill Bad Debt for December 2024

account	last_payment_amount	last_payment_date	comments	current_charges	past_due_amount	service_address
0285-00	\$310.31	08/02/23	Disconnected for non-payment. Water meter is locked. House is empty. Liened.	\$57.71	\$970.94	504 E Mission Lane
0541-00	\$50.00	11/04/24	Partial payments being made. Phone #s on file not in service. Bank paying \$50 each month. House is empty. Liened.	\$79.28	\$435.26	503 Camino Real Blvd
0310-00	\$100.00	8/27/2024	Disconnected for non-payment. Water meter is locked. Liened.	\$102.93	\$328.03	307 E Orchid Way
0175-00	\$300.00	10/24/2024	Possible disconnection. Resident was notified of past due	\$105.11	\$269.58	116 E Palmetto Way
4565-00	\$125.00	11/25/24	Possible disconnection - Resident was notified of past due	\$136.47	\$136.75	1227 Lido Dr
0978-00	\$186.26	11/27/24	Possible disconnection - Resident was notified of past due	\$136.47	\$136.47	541 Bellissimo PI - Potable
1269-00	\$136.53	11/25/2024	Possible disconnection - Resident was notified of past due	\$136.47	\$136.47	477 Avila PI - Potable
0943-00	\$128.27	11/8/2024	Possible disconnection - Resident was notified of past due	\$136.47	\$125.28	493 Bellissimo PI - Potable
1423-00	\$128.91	11/19/2024	Possible disconnection - Resident was notified of past due	\$136.47	\$125.28	1026 Lido Dr
0437-00	\$63.20	12/16/2024	Possible disconnection - Unable to notify resident of past due. No email or phone # on file	\$86.48	\$106.16	201 N Dixie Dr
0174-00	\$187.61	10/25/2024	Possible disconnection - Resident was notified of past due	\$112.63	\$97.81	112 E Palmetto Dr
1252-00	\$100.00	12/16/2024	Possible disconnection - Resident was notified of past due	\$183.84	\$96.14	440 Avila PI - Irrigation
1061-00	\$0.00	00/00/00	Possible disconnection - Renter and OW was notified of past due	\$132.96	\$83.01	201 Messina PI - Potable

**Building Permits:**

<b>PERMITS</b>	<b>OCT 24</b>	<b>NOV 24</b>	<b>DEC 24</b>	<b>TOTAL Q1</b>
Talichet - SFR	0	0	0	<b>0</b>
Venezia TH SFR	0	0	0	<b>0</b>
Independent - SFR	0	0	0	<b>0</b>
Bldg Com. (Sign)	1	0	0	<b>1</b>
Building	1	3	1	<b>5</b>
Doors	1	0	0	<b>1</b>
Electrical	3	3	2	<b>8</b>
Fence	1	3	2	<b>6</b>
Gas	2	0	1	<b>3</b>
HVAC / Mechanical	4	2	1	<b>7</b>
Plumbing	0	2	0	<b>2</b>
Pool/Decks	1	2	2	<b>5</b>
Re-Roof	6	2	7	<b>15</b>
Screen Enclosure	0	2	0	<b>2</b>
Shed or Workshop	3	1	2	<b>6</b>
Solar	2	0	1	<b>3</b>
Windows	0	1	4	<b>5</b>
<b>Monthly Totals</b>	<b>25</b>	<b>21</b>	<b>23</b>	<b>69</b>
<i>Monthly Permit Amount</i>	<i>\$9,789.77</i>	<i>\$8,248.42</i>	<i>\$20,615.86</i>	<i><b>\$38,654.05</b></i>
CO: Talichet - SFR	0	0	0	<b>0</b>
CO: Venezia Townhome	0	6	5	<b>11</b>
CO:Independent - SFR	0	0	0	<b>0</b>

# Activity Log Event Summary (Cumulative Totals)

Howey-in-the-Hills PD  
(12/01/2024 - 12/31/2024)

<No Event Type Specified>	4	Aandoned 911 - Business	1
Abandoned 911	4	Abandoned Vehicle	1
Alarm Activation	9	Animal Complaint	2
Anti-Social Behavior	45	Arrest	1
Assault & Battery	1	Assist other Agency- Alarms	1
Assist other Agency- Back-up	2	Assist other Agency- Child Services	1
Assist other Agency- In Progress calls	8	Assist other Agency- Other	6
Assist other Agency- Traffic	7	Attempt to Contact	4
Baker Act	1	Baker Act-Juvenile	2
Be on the look-out- BOLO	3	Boat Ramp Violation	1
Case Follow-Up	2	Citizen Assist	9
Citizen Assist - Business	1	Civil Complaint-Legal Advice	7
Disabled Vehicle (DAV)	10	Disturbance	1
Disturbance - Domestic	1	Drunk Person	1
Fraud Investigation - Business	1	Hit and Run Crash	1
Juvenile Complaint	1	Noise Complaint	1
Patrol	197	Patrol-Busines	1
Patrol-School	120	Property Check SRO	34
Property Check-Boat Ramp	24	Property Check-Business	58
Property Check-Residence	10	Property Check-Schools/Govt. Bldg.	31
Property Check-Town Property	105	Public Relations	13
Reckless Driver	2	Security Check Request	4
Sick/Injured Person	3	Special Detail	1
Suspicious Incident	3	Suspicious Person	3
Suspicious Vehicle	1	Theft - Grand/Petit	3
Traffic Crash	5	Traffic Stop-Civil Citation	46
Traffic Stop-Criminal Citation	5	Traffic Stop-warning	62
Traffic Watch	64	Trespassing Complaint	1
VIN Verification	1	Warrant	3
Well Being Check	2		

**Total Number Of Events: 942**





# Public Works

## December 2024 – Monthly Report

Activity	Location/ Address	Notes
Road Maintenance / Potholes		
Stormwater/Drainage		
Street Signs	Temple & Laurel Ave Mission Ln & N. Lakeshore Blvd	Repositioned Stop Sign Repaired Street Sign
Sidewalk Maintenance/Repair	Griffin Park S. Lakeshore Blvd	Grinded four sidewalk areas that were tripping hazards
Building Maintenance	Police Department Library	Repaired front door at the Police Department Repaired water leak at the Library
Grounds Maintenance	Blevins Park Central Park Griffin Park Town Hall Town Hall/Library/PD	Ground Maintenance Swing set area and Playground area maintenance Swing set area and Playground area maintenance Water Fountain maintenance Landscape maintenance – weeding
Tree Trimming/Tree Removal/Stump Removal	N. Palm Ave	Staff is trimming trees along N. Palm Ave
Mowing/Weed Eating	Main Water Plant Well # 3 Lakeshore Blvd Cemetery Blevins Park	Monthly Maintenance mowing, weed eating and edging. Monthly Mowing of Town Right of Way 9 Acre – Town Owned Parcel
Pre-Grade Inspections Landscape/Irrigation Inspections Sidewalk Inspections	Talichet  Talichet 2  Venezia Townhomes  In Field Lots	0 – Pre-Grade Inspection - SFR 0 – Final Lot Grading Inspection - SFR 0 – Final Landscape Inspection - SFR 0 – Sidewalk Inspection – SFR  0 – Pre-Grade Inspection – SFR 0 – Final Lot Grading Inspection 0 – Final Landscape Inspection 0 – Sidewalk Inspection  0 – Pre-Grade Inspections – Town Home 0 – Final Lot Grading Inspection – Town Home 0 – Final Landscape Inspection – Town Home 0 – Sidewalk Inspection – Town Home  0 – Final Lot Grading Inspection
Lot Grading Plan Reviews Landscape/Irrigation Plan Reviews	Talichet Phase 2 Venezia Town Homes	0 – Lot Grading Plan/Landscape/Irrigation Reviews 0 – Lot Grading Plan Reviews

## Additional Updates:

- **Sara Maude Mason Nature Preserve Nature Trail remains closed to the public:**
  - The boardwalk will stay closed. **(During Construction)**
  - The Contractor has started rebuilding the boardwalk.
  - The contractor is 90% complete, working on two story observation tower, covered sitting areas, and installing handrails.
  
- **Pine Park Update:**
  - Trees have been removed; new sign has been installed.
  - Driveway Installation is on hold. (Until Further Notice)
  
- **LCWA Stormwater Grant Update:**
  - The Public Works Director is in contact with LCWA for all grant reports and requirements.
  - The Town Engineer completed the survey for the Project Site to determine the high-water line, wetland delineation.
  - The Town Engineer has completed an update design.
  - Stormwater Project RFB will be open October 2024.
  - Bid Proposals came in higher than Budgeted Grant.
  - Town Staff is applying for additional Grant LCWA Funding.
  
- **FDEM Lift Station #1 and Lift Station #2 Bypass Pump Grant Update:**
  - Grants have been awarded from FDEM/FEMA; Staff is awaiting Grant Agreements.
  - Staff is reviewing FDEM/FEMA Contract for Lift Station #1 Bypass Pump, awaiting Council Approval.
  - Staff is applying for CDBG Grant Funding to cover Local Funding (Town Funding) for both Lift Stations.
  
- **N. Citrus Avenue Update:**
  - The survey has been completed; the Town has received a signed copy of the survey.
  - The Town Engineer has completed the Road Design Plan.
  - Town Manager and PW Director are working with residents on right of way and replat.
  - The Town Surveyor has started the replat.
  - Paqco Paving has been awarded the Road Reconstruction Project: Start Date TBD
  - Town Staff have reviewed the replat documents, awaiting signed and sealed copies for legal review.



## Public Utilities

### December 2024– Monthly Report

Activity	Location/ Address	Notes
Locates	Throughout Town	60 utility locates
Service Orders	Throughout Town	29 service orders completed



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

**Statistics for December 2024:**

**Digital:** 290, **KOHA:** 1575 **Total:** 1865. Items borrowed from other libraries: 461, items loaned to other libraries: 267. 8 residents received new library cards. The current holdings in our library are 14,328.

**Lake County Library System Update:**

Library Director Tara Hall has retired and the new Marianne Beck Memorial Library director will be Amanda Moldan. Library Assistant Hannah has been managing the library during the transition time between directors.

**Funds collected for December:**

**Copies/Fax:** \$89.40

**Fines:** \$74.05

**Total:** \$163.45

**Activities during the month of December:**

The Howey-In-The-Hills Christmas Festival was successful. We had 26 vendors and an additional 4 food vendors at the event. The library hosted a Christmas Karaoke program that had participation from all ages. The library hosted performer Mollie McGee for a Christmas concert on Saturday December 7<sup>th</sup>. Our chair yoga program will be resuming on January 7<sup>th</sup>.

**Total Program Attendance for December:** 378 patrons. The library closed for 4 days in December due to holidays.

Respectively Submitted,

Hannah Vanwagner  
Library Assistant

# Town of Howey-in-the-Hills

## Financial Report for Period November 2024

Item 17.

GENERAL FUND REVENUES 1

Account Description	Account	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	YTD %	Annual Budget
Ad Valorem Taxes	311100	1,180,000	1,179,324	(676)	1,195,000	1,194,612	(388)	75%	1,601,518
U.S.T. - Electricity	314100	12,000	14,535	2,535	28,146	31,502	3,356	19%	167,000
U.S.T. - Water	314300	7,560	7,307	(253)	15,120	13,863	(1,257)	15%	90,721
U.S.T. - Propane	314800	250	246	(4)	250	246	(4)	10%	2,500
CST - Communications Services Tax	315100	5,800	6,975	1,175	11,167	13,505	2,337	20%	68,348
Town Business Tax Receipt	321100	100	100	0	920	2,060	1,140	94%	2,200
Developer Fees Pd to Town	322201	0	0	0	0	0	0	0%	117,500
Variance Fees	322202	0	0	0	0	0	0	0%	8,000
Thompson Grove Development Fees	322218	0	0	0	0	400	400	0%	0
Franchise Fee - Electric	323100	12,000	11,137	(863)	24,000	24,386	386	18%	139,000
Franchise Fee - Sprint Tower Lease	323202	3,386	3,386	0	6,772	6,772	(0)	17%	41,042
Franchise Fee - Gas	323400	500	529	29	688	1,052	364	21%	5,000
Franchise Fee - Solid Waste	323700	142	175	33	286	380	94	22%	1,700
Cemetery Fees-Permits	329500	0	0	0	50	555	505	1110%	50
Marianne Beck Library, E-Rate	331750	0	0	0	0	8,100	8,100	0%	0
State Grant - Public Safety	334200	0	0	0	0	0	0	0%	7,000
State Grant - Other Physical Environment	334390	0	0	0	0	0	0	0%	121,069
State Revenue Sharing Proceeds	335125	4,661	4,275	(386)	9,156	8,549	(607)	13%	65,789
SRS - Alcoholic Beverage License	335150	0	0	0	1,419	1,479	60	104%	1,419
SRS- Local Govt. 1/2 Cent Sales Tax	335180	10,000	10,070	70	20,255	19,487	(768)	16%	123,063
Lake County Water Authority Grant - Stormwater	337310	0	0	0	0	0	0	0%	82,280
Library Interlocal Agreement	337710	5,300	5,357	57	13,662	15,243	1,581	28%	54,354
Library Expansion - Impact Fees Funds	337720	0	0	0	0	0	0	0%	20,707
Lake County Business Tax Receipt	338200	0	0	0	0	0	0	0%	500
Interest from Tax Collector	338900	0	0	0	0	0	0	0%	10
Public Record Requests	341901	0	0	0	0	0	0	0%	300
Smoker Rental - non refundable	341903	0	(100)	(100)	0	(100)	(100)	-17%	600
Lien Search Charges	341920	134	380	246	335	770	435	15%	5,000
School Resource Officer Services	342910	0	0	0	0	0	0	0%	201,434
Outside Security Services	342960	1,000	1,100	100	7,000	7,671	671	64%	12,000
Boat Ramp Decals	343920	40	35	(5)	72	105	33	3%	4,000
Golf Cart Permits	343930	0	0	0	70	25	(45)	3%	1,000
Miscellaneous Sales	343999	0	0	0	10	0	(10)	0%	900
State Reimbursement, Street Lighting	344990	0	0	0	0	0	0	0%	6,688
Library copies/Faxes	347101	70	73	3	125	101	(25)	10%	1,000
Service Charge - Special Events	347400	100	105	5	100	450	350	113%	400
Court Fines & Forfeits	351100	700	716	16	700	1,432	732	14%	10,000
Library - Fines	352100	75	75	(0)	131	167	36	21%	800
Interest Earnings	361100	6,667	1,568	(5,099)	8,667	3,465	(5,202)	4%	80,000
Pd Vest Grant	363400	0	0	0	0	0	0	0%	2,500
Sale - Cemetery Lots	364100	1,000	6,660	5,660	1,000	6,660	5,660	666%	1,000
Donation Historic Board	366930	0	0	0	0	0	0	0%	500
Donations - Special Events	366990	500	570	70	1,500	1,070	(430)	9%	12,000
SETTLEMENTS	369300	0	0	0	0	0	0	0%	500
Reimbursement of Electricity Expense	369901	0	0	0	0	1,000	1,000	0%	0
Police Fees Collected	369910	0	7	7	300	1,196	896	399%	300
Due From Other Funds	381131	0	0	0	0	0	0	0%	200,000
Use Of Fund Balance	389900	0	0	0	0	0	0	0%	110,076
<b>Total General Fund Revenues</b>		<b>1,251,985</b>	<b>1,254,604</b>	<b>2,619</b>	<b>1,346,903</b>	<b>1,366,201</b>	<b>19,298</b>	<b>41%</b>	<b>3,371,768</b>

NOTE; THE FIGURES IN THIS REPORT ARE CORRECT AT THE DATE SHOWN BUT ARE NOT AUDITED

1/9/2025

\*Estimated figures for funds not received at the date of this report are marked in:

**Town of Howey-in-the-Hills  
Financial Report for Period November 2024**

Item 17.

GENERAL FUND EXPENDITURE SUMMARY 1		Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Var %	Annual Budget
Legislative	511000	2,155	1,868	287	4,670	5,261	(591)	2%	245,259
Financial And Administrative	513000	20,424	19,343	1,081	39,632	37,069	2,563	13%	295,607
Other General Government	519000	36,799	21,845	14,954	109,188	84,860	24,327	15%	575,558
Police	521000	91,403	82,363	9,040	239,365	222,224	17,140	17%	1,275,431
Code Enforcement	524000	5,851	5,734	117	13,852	13,583	269	14%	93,956
Stormwater Maintenance	538000	0	0	0	0	0	0	0%	259,250
Public Services	539000	14,191	14,146	45	26,085	28,569	(2,483)	14%	201,086
Transportation	541000	15,943	15,655	289	41,815	40,243	1,572	38%	105,480
Cemetery	542000	125	163	(38)	250	338	(88)	14%	2,430
Library	571000	13,527	13,823	(296)	30,388	29,477	911	15%	192,976
Parks & Recreation	572000	16,192	16,080	112	16,483	16,310	173	22%	74,500
Historical Preservation	573000	0	0	0	0	0	0	0%	25,753
Special Events	574000	6,100	6,077	23	6,100	6,077	23	25%	24,500
<b>Total General Fund Expenditure</b>		<b>222,710</b>	<b>197,097</b>	<b>25,613</b>	<b>527,827</b>	<b>484,012</b>	<b>43,815</b>	<b>14%</b>	<b>3,371,786</b>

Current Increase (Decrease) to Reserves:

1,057,507

882,188.95

**BANK BALANCES**

Bank Balances- Per Balance Sheet					YTD			
		Opening Balance	Debit/Credit	Closing Balance	Opening Balance	Debit/Credit	Closing Balance	
General Fund	1	337,451	1,101,161	1,438,612	557,603	881,009	1,438,612	158%
Police Advanced Training Fund	120	1,548	228	1,776	1,548	228	1,776	15%
Automation/Telecommunication Fund	125	62	0	62	62	0	62	0%
Special Law Enforcement Trust Fund	126	2,434	0	2,434	2,434	0	2,434	0%
Tree Fund	130	1,815	0	1,815	1,815	0	1,815	0%
Water Impact Fee Fund	140	348,470	78,314	426,784	347,161	79,623	426,784	23%
Parks & Rec Impact Fee Fund	141	(98,525)	0	(98,525)	(27,275)	(71,250)	(98,525)	261%
Police Impact Fee Fund	142	278,068	504	278,572	277,454	1,117	278,572	0%
Infrastructure Fund	150	404,595	49,320	453,915	386,377	67,538	453,915	17%
Building Services Fund	155	423,757	(4,891)	418,866	433,134	(14,267)	418,866	-3%
Water/Sanitation Fund	401	799,115	(111,163)	687,952	910,414	(222,462)	687,952	-24%
Stormwater Fund	405	11,896	0	11,896	11,896	0	11,896	0%
Cash in Drawer		300	0	300	300	0	300	0%
*Total Amount in Money Market Account (These funds are included in the amounts above)		2,159,258	(236,284)	1,922,974	2,159,258	(236,284)	1,922,974	-11%

**Town of Howey-in-the-Hills  
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Item 17.

**GENERAL FUND EXPENDITURE BREAKDOWN BY DEPARTMENT 1**

Legislative	511000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Executive Salaries	110	1,350	1,150	200	2,700	2,300	400	16,200
Fica	210	84	71	13	168	143	25	1,004
Medicare	211	20	17	3	40	33	6	235
Software & Annual Maintenance	342	124	116	8	208	232	(24)	1,325
Codification	347	0	0	0	0	1,100	(1,100)	0
Travel & Per Diem	400	100	100	0	100	100	0	1,000
Telephone & Communications	410	177	209	(32)	354	391	(37)	2,200
Website	415	0	0	0	0	0	0	4,450
Printing - General	470	0	0	0	0	0	0	125
Employee Appreciation	493	300	205	95	300	205	95	2,500
Dues, Subscriptions, Licenses	540	0	0	0	800	757	43	1,800
Training/Education/Tuition	550	0	0	0	0	0	0	1,500
Contributions/Donations	820	0	0	0	0	0	0	2,000
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	210,920
<b>Total Legislative Expenditures</b>		<b>2,155</b>	<b>1,868</b>	<b>287</b>	<b>4,670</b>	<b>5,261</b>	<b>(591)</b>	<b>2% 245,259</b>

Financial And Administrative	513000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Executive Salaries	110	3,732	4,343	(611)	7,302	8,908	(1,606)	46,412
Salaries	120	6,456	5,649	807	12,656	12,565	91	80,300
Overtime Wages	140	43	13	30	86	23	63	521
Fica	210	634	553	81	1,242	1,307	(65)	7,888
Medicare	211	148	129	19	290	306	(16)	1,845
ICMA Retirement Contribution	225	947	868	79	1,936	1,892	43	11,865
Life & Health Ins.	230	1,731	1,601	130	3,462	2,634	828	20,768
Workers' Compensation	240	0	0	0	469	507	(38)	2,026
Accounting & Auditing	320	0	0	0	0	0	0	38,000
Bank Fees	321	200	200	0	200	344	(144)	600
Other Contractual Services	340	417	400	17	884	734	150	5,000
Software & Annual Maintenance	342	1,300	1,346	(46)	2,362	1,902	461	19,300
Pre Employment Screening	350	0	0	0	130	0	130	750
Travel & Per Diem	400	1,400	1,454	(54)	1,983	1,454	529	7,000
Telephone & Communications	410	1,033	922	111	2,066	1,538	528	12,400
Freight/Postage/Shipping	420	0	0	0	167	0	167	2,000
Utility Services	430	500	434	66	1,045	916	130	6,000
Rentals & Leases	440	300	298	2	535	533	2	2,700
Insurance	451	0	0	0	0	0	0	2,132
R & M - Equipment	460	0	0	0	0	0	0	200
R & M - Computer Maint	461	0	0	0	0	0	0	3,000
Printing - General	470	0	0	0	0	0	0	500
Office Supplies	510	233	192	41	466	564	(98)	2,800
Operating Supplies	520	1,000	942	58	2,000	942	1,058	12,000
Dues, Subscriptions, Licenses	540	350	0	350	350	0	350	4,100
Training/Education/Tuition	550	0	0	0	0	0	0	5,500
<b>Total Financial And Administrative Expenditures</b>		<b>20,424</b>	<b>19,343</b>	<b>1,081</b>	<b>39,632</b>	<b>37,069</b>	<b>2,563</b>	<b>13% 295,607</b>

**Town of Howey-in-the-Hills**  
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Other General Government	519000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Legal Fees	310	25,000	11,371	13,629	50,000	30,757	19,243	300,000
Town Planning/Engineering	316	5,833	5,225	608	11,666	8,075	3,591	70,000
Town Planning	318	5,000	4,100	900	10,000	9,169	831	60,000
Other Contractual Services	340	0	0	0	4,000	3,699	301	4,000
Codification	347	300	225	75	300	225	75	5,000
Website	415	0	0	0	0	0	0	1,000
Insurance	451	0	0	0	31,890	31,890	0	127,558
Advertising	492	666	924	(258)	1,332	1,046	286	8,000
<b>Total Other General Government Expenditures</b>		<b>36,799</b>	<b>21,845</b>	<b>14,954</b>	<b>109,188</b>	<b>84,860</b>	<b>24,327</b>	<b>15% 575,558</b>

Police	521000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Executive Salaries	110	12,154	12,154	(0)	30,384	30,031	353	158,000
Salaries	120	31,081	26,130	4,951	77,702	69,504	8,198	404,054
Police - Reserve Salaries	130	1,573	765	808	4,203	3,183	1,021	20,455
Events Payroll	131	2,700	2,613	88	7,000	6,838	163	12,000
Overtime Wages	140	4,600	4,599	1	10,057	14,270	(4,213)	47,301
Police - Incentive Pay	150	570	540	30	1,170	1,140	30	6,840
Fica	210	3,004	2,772	232	7,509	7,484	25	39,048
Medicare	211	702	648	54	1,755	1,750	5	9,132
Police Retirement Contribution	220	12,000	11,888	112	31,771	31,412	359	171,351
Life & Health Ins.	230	12,658	10,555	2,103	30,819	21,964	8,855	157,401
Workers' Compensation	240	0	0	0	5,707	5,401	306	21,602
Other Contractual Services	340	140	133	7	283	245	38	3,226
Software & Annual Maintenance	342	0	0	0	9,000	9,046	(46)	11,700
Special Events	343	2,000	2,086	(86)	2,420	2,086	334	5,000
Pre Employment Screening	350	0	0	0	700	685	15	3,500
Travel & Per Diem	400	135	135	0	135	135	0	4,500
Telephone & Communications	410	1,836	2,103	(267)	3,669	4,193	(523)	22,000
Freight/Postage/Shipping	420	10	10	0	10	10	0	300
Utility Services	430	500	434	66	1,000	916	84	6,000
Rentals & Leases	440	0	0	0	0	0	0	45,100
Insurance	451	740	0	740	2,970	2,472	498	8,921
R & M - Equipment	460	700	728	(28)	1,300	1,128	172	5,000
R & M - Computer Maint	461	14	14	0	14	14	0	1,500
R & M - Building	462	279	279	(0)	279	279	(0)	2,500
R & M - Vehicles	463	0	100	(100)	2,500	1,165	1,335	30,000
Office Supplies	510	0	0	0	0	0	0	2,500
Operating Supplies	520	207	207	(0)	207	207	(0)	20,000
Gas & Oil	522	2,800	2,462	338	5,800	5,659	141	34,000
Uniforms	523	200	198	2	200	198	2	5,000
Weapons	525	200	202	(2)	200	202	(2)	5,000
Dues, Subscriptions, Licenses	540	200	210	(10)	200	210	(10)	1,500
Training/Education/Tuition	550	400	400	0	400	400	0	6,000
Cap Outlay - Vehicles	650	0	0	0	0	0	0	0
PD Vest Grant - 09/10	804	0	0	0	0	0	0	5,000
<b>Total Police Expenditures</b>		<b>91,403</b>	<b>82,363</b>	<b>9,040</b>	<b>239,365</b>	<b>222,224</b>	<b>17,140</b>	<b>17% 1,275,431</b>



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Code Enforcement	524000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget	
Salaries	120	3,696	3,696	0	9,240	9,152	88	48,048	
Overtime Wages	140	0	0	0	0	0	0	1,889	
Fica	210	238	219	19	581	548	33	3,096	
Medicare	211	56	51	5	136	128	8	724	
ICMA Retirement Contribution	225	400	370	30	954	915	39	4,994	
Life & Health Ins.	230	874	875	(1)	1,748	1,722	27	10,494	
Workers' Compensation	240	0	0	0	183	199	(16)	795	
Legal Fees	310	300	289	11	300	289	11	13,000	
Software & Annual Maintenance	342	60	58	2	120	116	4	3,220	
Travel & Per Diem	400	0	0	0	0	0	0	1,000	
Telephone & Communications	410	124	85	39	248	171	77	1,482	
Freight/Postage/Shipping	420	33	28	5	33	28	5	400	
Insurance	451	0	0	0	145	145	0	579	
R & M - Vehicles	463	0	0	0	0	0	0	2,000	
Printing - General	470	0	0	0	0	0	0	150	
Operating Supplies	520	0	0	0	0	0	0	150	
Gas & Oil	522	70	63	7	145	150	(5)	900	
Uniforms	523	0	0	0	0	0	0	180	
Dues, Subscriptions, Licenses	540	0	0	0	20	20	0	105	
Training/Education/Tuition	550	0	0	0	0	0	0	750	
<b>Total Code Enforcement Expenditures</b>		<b>5,851</b>	<b>5,734</b>	<b>117</b>	<b>13,852</b>	<b>13,583</b>	<b>269</b>	<b>14%</b>	<b>93,956</b>

Stormwater Maintenance	538000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget	
Other Contractual Services	340	0	0	0	0	0	0	259,250	
<b>Total Stormwater Maintenance Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>393,405</b>

Public Services	539000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget	
Executive Salaries	110	676	676	(0)	1,690	1,498	192	8,792	
Salaries	120	979	979	0	2,447	2,895	(448)	12,728	
Overtime Wages	140	20	13	7	30	21	9	3,200	
Fica	210	100	101	(1)	276	266	10	1,533	
Medicare	211	25	24	1	66	62	4	358	
ICMA Retirement Contribution	225	35	34	1	283	105	178	2,472	
Life & Health Ins.	230	370	370	0	740	992	(252)	4,434	
Workers' Compensation	240	0	0	0	91	98	(7)	394	
Other Contractual Services	340	10,100	10,108	(8)	17,600	19,431	(1,831)	90,000	
Travel & Per Diem	400	35	32	3	35	32	3	500	
Telephone & Communications	410	160	158	2	339	318	21	2,150	
Utility Services	430	131	122	9	262	244	18	1,575	
Rentals & Leases	440	0	0	0	0	0	0	2,500	
R & M - Equipment	460	0	0	0	0	0	0	8,000	
R & M - Computer Maint	461	0	0	0	0	0	0	500	
R & M - Building	462	100	92	8	100	92	8	32,000	
R & M - Vehicles	463	0	0	0	0	0	0	1,000	
Office Supplies	510	0	0	0	0	0	0	1,000	
Operating Supplies	520	560	559	1	560	559	1	16,500	
Gas & Oil	522	900	877	23	1,566	1,954	(388)	8,000	
Uniforms	523	0	0	0	0	0	0	1,000	
Safety Equipment	524	0	0	0	0	0	0	1,500	
Dues, Subscriptions, Licenses	540	0	0	0	0	0	0	300	
Training/Education/Tuition	550	0	0	0	0	0	0	650	
<b>Total Public Services Expenditures</b>		<b>14,191</b>	<b>14,146</b>	<b>45</b>	<b>26,085</b>	<b>28,569</b>	<b>(2,483)</b>	<b>14%</b>	<b>201,086</b>

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Item 17.

Transportation	541000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Executive Salaries	110	676	676	0	1,690	1,498	192	8,792
Salaries	120	978	979	(1)	2,446	2,904	(458)	12,728
Overtime Wages	140	100	13	87	330	21	309	2,000
Fica	210	100	102	(2)	268	267	1	1,458
Medicare	211	24	24	0	63	63	1	341
ICMA Retirement Contribution	225	196	34	162	286	105	181	2,352
Life & Health Ins.	230	369	369	(0)	738	970	(232)	4,434
Workers' Compensation	240	0	0	0	87	94	(7)	375
Other Contractual Services	340	11,000	11,003	(3)	31,000	29,412	1,588	40,000
Street Lighting	431	2,500	2,455	45	4,907	4,909	(2)	28,000
Operating Supplies	520	0	0	0	0	0	0	2,000
Safety Equipment	524	0	0	0	0	0	0	1,000
Road Materials & Supplies	530	0	0	0	0	0	0	2,000
<b>Total Transportation Expenditures</b>		<b>15,943</b>	<b>15,655</b>	<b>289</b>	<b>41,815</b>	<b>40,243</b>	<b>1,572</b>	<b>38% 105,480</b>

Cemetery	542000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Software & Annual Maintenance	342	0	0	0	0	0	0	930
Utility Services	430	125	163	(38)	250	338	(88)	1,500
<b>Total Cemetery Expenditures</b>		<b>125</b>	<b>163</b>	<b>(38)</b>	<b>250</b>	<b>338</b>	<b>(88)</b>	<b>14% 2,430</b>

Library	571000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Executive Salaries	110	4,300	4,300	(0)	10,750	10,555	195	55,902
Salaries	120	2,440	2,485	(45)	6,099	6,033	66	31,712
Overtime Wages	140	100	80	20	500	480	20	2,000
Fica	210	428	420	8	1,069	1,046	23	5,556
Medicare	211	100	98	2	249	245	4	1,299
ICMA Retirement Contribution	225	690	687	3	1,723	1,707	16	8,961
Life & Health Ins.	230	1,750	894	856	3,500	1,761	1,740	20,998
Workers' Compensation	240	0	0	0	328	357	(29)	1,427
Other Contractual Services	340	600	667	(67)	1,016	1,335	(319)	5,000
Software & Annual Maintenance	342	115	116	(1)	230	232	(2)	1,380
Pre Employment Screening	350	0	0	0	0	0	0	150
Travel & Per Diem	400	42	27	15	42	27	15	500
Telephone & Communications	410	332	1,604	(1,272)	652	1,693	(1,041)	3,980
Freight/Postage/Shipping	420	0	0	0	0	0	0	100
Utility Services	430	1,000	832	168	2,000	1,789	211	12,000
R & M - Computer Maint	461	0	0	0	0	0	0	150
Promotional Activities	480	0	0	0	0	0	0	2,000
Employee Appreciation	493	0	0	0	0	0	0	500
Office Supplies	510	0	0	0	0	0	0	1,000
Operating Supplies	520	730	729	1	730	729	1	6,000
Dues, Subscriptions, Licenses	540	0	0	0	0	0	0	350
Training/Education/Tuition	550	0	0	0	0	0	0	900
Cap Outlay - Books & Publications LIBRARY ONLY	660	900	884	16	1,500	1,488	12	30,707
Cap Outlay - Books/Publ - EBooks (LIBRARY ONLY)	662	0	0	0	0	0	0	404
<b>Total Library Expenditures</b>		<b>13,527</b>	<b>13,823</b>	<b>(296)</b>	<b>30,388</b>	<b>29,477</b>	<b>911</b>	<b>15% 192,976</b>

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Parks & Recreation	572000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Other Contractual Services	340	1,200	1,150	50	1,200	1,150	50	8,000
Special Events	343	200	199	1	200	199	1	9,000
Utility Services	430	292	231	61	583	461	122	3,500
R & M - Equipment	460	14,500	14,500	0	14,500	14,500	0	50,000
R & M - Recreation Equip	468	0	0	0	0	0	0	1,000
Operating Supplies	520	0	0	0	0	0	0	3,000
<b>Total Parks &amp; Recreation Expenditures</b>		<b>16,192</b>	<b>16,080</b>	<b>112</b>	<b>16,483</b>	<b>16,310</b>	<b>173</b>	<b>22% 74,500</b>

Historical Preservation	573000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Telephone & Communications	410	0	0	0	0	0	0	60
Office Supplies	510	0	0	0	0	0	0	1,000
Operating Supplies	520	0	0	0	0	0	0	20,000
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	4,693
<b>Total Historical Preservation Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0% 25,753</b>

Special Events	574000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Other Contractual Services	340	6,100	6,077	23	6,100	6,077	23	22,500
Special Events	343	0	0	0	0	0	0	2,000
<b>Total Special Events Expenditures</b>		<b>6,100</b>	<b>6,077</b>	<b>23</b>	<b>6,100</b>	<b>6,077</b>	<b>23</b>	<b>25% 24,500</b>

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**POLICE ADVANCED TRAINING FUND** 120

	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Police Advanced Training Fund Revenues							
Local Law Enforcement Education	351130	200	228	28	200	228	28
<b>Total Police Advanced Training Fund Revenues</b>		<b>200</b>	<b>228</b>	<b>28</b>	<b>200</b>	<b>228</b>	<b>28</b>

	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Police Advanced Training Fund Expenditures	521000						
Travel & Per Diem	400	0	0	0	0	0	750
Training/Education/Tuition	550	0	0	0	0	0	750
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	1,000
<b>Total Police Advanced Training Fund Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>

**TREE FUND** 130

	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Tree Fund Revenues							
Code Enforcement Tree Fine	354300	0	0	0	0	0	1,000
<b>Total Tree Fund Revenues</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>

	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Tree Fund Expenditures	572000						
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	1,000
<b>Total Tree Fund Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>

**WATER IMPACT FEE FUND** 140

	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Water Impact Fee Fund Revenues							
Water Impact Fees	322306	0	0	0	0	0	15,750
State Grant - Water Supply System	334310	0	86,242	86,242	0	87,550	0
Interest Earnings	361100	0	1,075	1,075	0	2,384	0
<b>Total Water Impact Fee Fund Revenues</b>		<b>0</b>	<b>87,316</b>	<b>87,316</b>	<b>0</b>	<b>89,934</b>	<b>571%</b>

	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Water Impact Fee Fund Expenditures							
Cap Outlay - Equipment	640	0	0	0	9,003	(9,003)	0
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	15,750
<b>Total Water Impact Fee Fund Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>9,003</b>	<b>(9,003)</b>	<b>57%</b>

**PARKS & REC IMPACT FEE FUND** 141

	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Parks & Rec Impact Fee Fund Revenues							
Parks & Rec Impact Fees	322303	0	0	0	0	0	5,000
Loan Proceeds	384000	0	0	0	0	0	250,000
Use Of Fund Balance	389900	0	0	0	0	0	2,100
<b>Total Parks &amp; Rec Impact Fee Fund Revenues</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>

	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Parks & Rec Impact Fee Fund Expenditures							
Parks Expansion	615	0	58,700	(58,700)	0	133,700	(133,700)
Debt Principal/loan	710	0	0	0	0	0	44,800
Interfund Loan Repayments	719	0	0	0	0	0	200,000
Debt Interest/loan	720	0	0	0	0	0	12,300
<b>Total Parks &amp; Rec Impact Fee Fund Expenditures</b>		<b>0</b>	<b>58,700</b>	<b>(58,700)</b>	<b>0</b>	<b>133,700</b>	<b>(133,700)</b>

**Town of Howey-in-the-Hills  
Financial Report for Period November 2024**

Item 17.

**POLICE IMPACT FEE FUND 142**

Police Impact Fee Fund Revenues	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Police Impact Fees	322302	0	0	0	0	0	5,000
Interest Earnings	361100	0	504	0	1,117	1,117	0
<b>Total Police Impact Fee Fund Revenues</b>		<b>0</b>	<b>614</b>	<b>0</b>	<b>1,117</b>	<b>1,117</b>	<b>22% 5,000</b>

Police Impact Fee Fund Expenditures	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	5,000
<b>Total Police Impact Fee Fund Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0% 5,000</b>

**ROAD IMPACT FEE FUND 143**

Road Impact Fee Fund Revenues	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Road Impact Fees	322311	0	0	0	0	0	1
<b>Total Road Impact Fee Fund Revenues</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0% 1</b>

Road Impact Fee Fund Expenditures	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Other Non Operating Uses Proprietary Funds	541000	950	0	0	0	0	1
<b>Total Road Impact Fee Fund Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0% 1</b>

**WASTEWATER IMPACT FEE FUND 144**

Sewer Impact Fee Fund Revenues	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Sewer Impact Fee	322308	0	0	0	0	0	1
<b>Total Sewer Impact Fee Fund Revenues</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0 1</b>

Sewer Impact Fee Fund Expenditures	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Other Non Operating Uses Proprietary Funds	535000	950	0	0	0	0	1
<b>Total Sewer Impact Fee Fund Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0% 1</b>

**STORMWATER IMPACT FEE FUND 145**

Stormwater Impact Fee Fund Revenues	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Stormwater Impact Fees	322312	0	0	0	0	0	1
<b>Total Stormwater Impact Fee Fund Revenues</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0% 1</b>

Stormwater Impact Fee Fund Expenditures	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Other Non Operating Uses Proprietary Funds	538000	950	0	0	0	0	1
<b>Total Stormwater Impact Fee Fund Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0% 1</b>

**Town of Howey-in-the-Hills**  
**Financial Report for Period November 2024**

Item 17.

**INFRASTRUCTURE FUND** 150

Infrastructure Fund Revenues	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget	
County Ninth-Cent Gas Tax	312300	800	1,038	238	1,579	2,084	505	10,000
L.F.T. - First (1 to 6 Cents)	312410	3,705	3,979	274	7,411	7,728	318	44,468
Discretionary Sales Surtax - Infrastructure Surtax	312630	13,000	13,316	316	26,082	25,921	(161)	212,110
State Revenue Sharing Proceeds	335125	0	938	938	0	1,877	1,877	0
Interest Earnings	361100	0	672	672	0	1,500	1,500	0
<b>Infrastructure Fund Revenues Total</b>		<b>17,505</b>	<b>19,943</b>	<b>2,438</b>	<b>35,071</b>	<b>39,110</b>	<b>4,039</b>	<b>15% 266,578</b>

Infrastructure Fund Expenditures	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Cap Outlay - Improvements	630	0	0	0	0	0	266,578
<b>Total Infrastructure Fund Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0% 266,578</b>

**BUILDING SERVICES FUND** 155

Building Services Fund Revenues	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget	
Zoning Permit Application Fees	322100	100	53	(48)	665	184	(481)	5,000
Plan Review (Bldg Inspector - 100%)	322101	0	0	0	0	0	0	5,000
Admin Fee (Town - 100%)	322102	0	0	0	803	0	(803)	4,500
Inspection Fees Collected Due Contractor	322304	5,000	2,657	(2,343)	10,000	7,911	(2,089)	60,000
Permits Town %	322305	1,500	1,557	57	6,323	6,217	(106)	30,000
Fees Income - DCA/DBPR	322307	100	61	(39)	424	242	(182)	2,000
Interest Earnings	361100	0	1,008	1,008	0	2,235	2,235	0
<b>Building Services Fund Revenues Total</b>		<b>6,700</b>	<b>5,335</b>	<b>(1,365)</b>	<b>18,214</b>	<b>16,788</b>	<b>(1,426)</b>	<b>16% 106,500</b>

Building Services Fund Expenditures	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget	
Executive Salaries	513-519 110	1,130	1,340	(210)	4,038	5,905	(1,867)	14,910
Salaries	120	702	593	109	1,561	7,508	(5,947)	9,119
Overtime Wages	140	25	2	23	111	13	98	600
Fica	210	118	104	14	344	858	(514)	1,527
Medicare	211	25	24	1	78	201	(123)	357
ICMA Retirement Contribution	225	188	137	51	528	1,161	(633)	2,440
Life & Health Ins.	230	325	324	1	1,139	1,357	(218)	4,405
Workers' Compensation	240	0	0	0	91	507	(416)	392
Other Contractual Services	340	0	0	0	133	334	(201)	1,419
Software & Annual Maintenance	342	60	58	2	107	614	(507)	860
Telephone & Communications	410	29	28	1	56	644	(588)	350
DBPR/DCA Impact Fees	495	0	0	0	0	0	0	2,000
Office Supplies	510	20	16	4	66	388	(322)	1,000
Operating Supplies	520	260	258	2	260	258	2	5,000
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	2,121
Contractor - (Bldg Inspector - Progressive)	341	3,400	3,407	(7)	11,761	10,598	1,163	60,000
<b>Building Services Fund Expenditures Total</b>		<b>6,282</b>	<b>6,290</b>	<b>(8)</b>	<b>20,272</b>	<b>30,345</b>	<b>(10,073)</b>	<b>28% 106,500</b>

**Town of Howey-in-the-Hills**  
**Financial Report for Period November 2024**

Item 17.

**WATER/SANITATION FUND**

**401**

Water/Sanitation Fund Revenues		Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget	
State Grant - Water Supply System	334310	0	0	0	0	0	0	4,250,000	
State Grant - Sewer	334351	0	0	0	0	0	0	254,501	
Water Sales	343310	75,000	75,245	245	147,460	142,702	(4,758)	931,277	
FEES- NEW CON	343350	0	0	0	0	0	0	522,900	
Water Sys Improvement Fee	343410	10,000	10,457	457	19,690	20,885	1,195	120,000	
Sanitation Revenue	343500	31,500	31,410	(90)	61,307	62,564	1,257	376,225	
Sewer	343505	0	0	0	0	2	2	0	
Waste Water, CDD	343515	11,000	12,151	1,151	19,844	23,910	4,065	120,000	
Waste Water, Town	343525	8,800	10,530	1,730	16,615	20,820	4,205	106,000	
Penalty Charges	343600	1,400	1,387	(13)	2,881	3,523	642	21,000	
Tampering Fees	343620	0	0	0	0	1	1	0	
Utility/Meter Fines	353100	0	0	0	0	0	0	4,000	
Interest Earnings	361100	833	2,521	1,688	1,580	5,494	3,913	10,000	
Miscellaneous Revenue	369900	1,000	2,933	1,933	2,000	4,318	2,318	12,000	
Use Of Fund Balance	389900	0	0	0	0	0	0	84,834	
<b>Building Services Fund Revenues Total</b>		<b>139,533</b>	<b>146,635</b>	<b>7,102</b>	<b>271,378</b>	<b>284,218</b>	<b>12,841</b>	<b>4%</b>	<b>6,812,737</b>

Water/Sanitation Fund Expenditures	533-534-535	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget	
Executive Salaries	110	16,868	19,766	(2,898)	42,171	41,768	403	219,295	
Salaries	120	27,610	25,697	1,913	69,024	64,469	4,555	358,924	
Overtime Wages	140	2,000	1,957	43	3,788	4,901	(1,113)	15,500	
Fica	210	2,832	2,644	188	7,079	6,709	370	36,811	
Medicare	211	662	618	44	1,655	1,569	86	8,609	
ICMA Retirement Contribution	225	4,770	2,393	2,377	9,540	5,654	3,886	57,240	
Life & Health Ins.	230	11,279	10,587	692	22,557	19,592	2,965	135,342	
Workers' Compensation	240	0	0	0	2,188	2,364	(176)	9,455	
Legal Fees	310	8,500	8,308	192	9,727	8,413	1,314	30,000	
Town Planning/Engineering	316	600	600	0	2,267	1,300	967	20,000	
Accounting & Auditing	320	0	0	0	0	0	0	14,250	
Other Contractual Services	340	42,000	41,178	822	110,000	109,152	848	279,152	
Software & Annual Maintenance	342	232	232	0	7,232	6,869	363	9,600	
Travel & Per Diem	400	0	0	0	0	0	0	500	
Telephone & Communications	410	500	517	(17)	870	692	179	5,103	
Freight/Postage/Shipping	420	0	0	0	0	0	0	200	
Utility Services	430	4,000	3,942	58	8,058	7,944	115	44,000	
Rentals & Leases	440	125	129	(4)	178	195	(17)	1,500	
Insurance	451	0	0	0	15,546	15,538	8	61,994	
R & M - Equipment	460	0	0	0	0	0	0	45,000	
R & M - Computer Maint	461	0	0	0	0	0	0	500	
R & M - Building	462	0	0	0	0	0	0	5,000	
R & M - Vehicles	463	100	99	1	100	99	1	8,100	
Printing - General	470	0	0	0	0	0	0	100	
Miscellaneous Expenses	490	0	0	0	0	0	0	50	
Advertising	492	0	0	0	0	0	0	300	
Office Supplies	510	0	0	0	0	0	0	1,000	
Operating Supplies	520	1,400	1,343	57	20,640	9,758	10,882	230,890	
Uniforms	523	0	0	0	0	0	0	150	
Safety Equipment	524	0	0	0	0	0	0	400	
Dues, Subscriptions, Licenses	540	0	0	0	0	0	0	800	
Training/Education/Tuition	550	0	0	0	0	0	0	550	
Cap Outlay - Wetland Monitoring	613	0	0	0	0	0	0	8,050	
Cap Outlay - Improvements	630	0	0	0	0	0	0	10,000	
Cap Outlay - Water Expansion/System Impr.	633	0	0	0	0	0	0	4,260,000	
Debt Principal/loan	710	0	0	0	0	0	0	114,085	
Debt Interest/loan	720	0	0	0	15,638	15,638	0	30,545	
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	6,156	
Other Contractual Services	340	27,100	27,099	1	54,120	53,978	142	324,253	
Utility Services	430	10,000	10,209	(209)	20,000	20,038	(38)	120,000	
R & M - Equipment	460	0	0	0	0	0	0	339,334	
<b>Water/Sanitation Fund Expenditures Total</b>		<b>160,578</b>	<b>157,317</b>	<b>3,261</b>	<b>422,378</b>	<b>396,639</b>	<b>25,739</b>	<b>6%</b>	<b>6,812,738</b>

**Town of Howey-in-the-Hills  
Financial Report for Period November 2024**

Item 17.

**POLICE RETIREMENT FUND** 651

Police Retirement Fund Revenue	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
State Pension Contribution	0	0	0	0	0	0	31,304
Investment Earnings	0	77,160	77,160	0	77,160	77,160	0
Employee Contribution	2,624	2,117	(507)	5,189	4,650	(539)	31,490
Employer Contribution	14,279	11,906	(2,373)	24,979	25,564	585	171,351
<b>Police Retirement Fund Revenue Total</b>	<b>16,903</b>	<b>91,183</b>	<b>74,280</b>	<b>30,168</b>	<b>107,374</b>	<b>77,206</b>	<b>46% 234,145</b>

Police Retirement Fund Expenditures	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Legal Fees	0	0	0	0	0	0	0
Other Contractual Services	0	0	0	0	0	0	0
Miscellaneous Expenses	0	0	0	0	0	0	234,145
Benefit Payments	0	5,217	(5,217)	0	5,217	(5,217)	0
<b>Police Retirement Fund Expenditures Total</b>	<b>0</b>	<b>5,217</b>	<b>(5,217)</b>	<b>0</b>	<b>5,217</b>	<b>(5,217)</b>	<b>2% 234,145</b>



DISTRICT 5



# TENTATIVE WORK PROGRAM PUBLIC HEARING REPORT

FISCAL YEAR 2026 TO FISCAL YEAR 2030



## LAKE COUNTY SUMMARY REPORT

AS OF **11/20/2024 5:09 PM** SUBJECT TO CHANGE

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5  
PROJECTS FUNDED JULY 1, 2025 TO JUNE 30, 2030  
VISIT US AT [WWW.FDOT.GOV/WPPH/DISTRICT5](http://WWW.FDOT.GOV/WPPH/DISTRICT5)

**Draft Tentative Five-Year Work Program Public Hearing Summary Report - As of November 20, 2024**

July 1, 2025 through June 30, 2030

Florida Department of Transportation - District Five

**LAKE COUNTY**

**Fixed Capital Outlay**

**455900-1 - LEESBURG OPS - SECURITY - RECEPTION DESK - DESIGN/BUILD**

Type of Work: FIXED CAPITAL OUTLAY

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	State		\$338,055			
<b>Total for Project 455900-1</b>			<b>\$338,055</b>			

**Draft Tentative Five-Year Work Program Public Hearing Summary Report - As of November 20, 2024**

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July 1, 2025 through June 30, 2030

Florida Department of Transportation - District Five

**LAKE COUNTY**

Highways

**427056-1 - SR 50/SR 33 FROM CR 565 (VILLA CITY) TO CR 565A (MONTEVISTA)**

Type of Work: NEW ROAD CONSTRUCTION

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Federal	\$37,815,608				
	State	\$4,639,704				
	Toll/Turnpike	\$4,811,790		\$175,360		
Railroad & Utilities	Federal	\$600,000				
Right of Way	Federal	\$1,371,855	\$6,219,571			
	State	\$494,000	\$204,125			
	Toll/Turnpike	\$9,000,000	\$2,277,829	\$315,000	\$318,183	
<b>Total for Project 427056-1</b>		<b>\$58,732,957</b>	<b>\$8,701,525</b>	<b>\$490,360</b>	<b>\$318,183</b>	

**430253-6 - CR-466A FROM EAST OF TIMBERTOP LN TO EAST OF POINSETTIA AVENUE**

Type of Work: ADD LANES & RECONSTRUCT

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Federal	\$5,000				
	Federal Earmark	\$3,112,000				
	Local	\$4,333,528				
	State	\$3,611,561				
<b>Total for Project 430253-6</b>		<b>\$11,062,089</b>				

**435859-5 - SR 50 FROM EAST OF THE SUMTER/LAKE COUNTY LINE TO CR 33**

Type of Work: ADD LANES & RECONSTRUCT

Phase	Funding Source	2026	2027	2028	2029	2030
Right of Way	State	\$12,478,370	\$5,517,951	\$3,124,671		
<b>Total for Project 435859-5</b>		<b>\$12,478,370</b>	<b>\$5,517,951</b>	<b>\$3,124,671</b>		

**439665-1 - ROLLING ACRES ROAD FROM S OF CR466 TO N OF US27/US441**

Type of Work: ADD LANES & RECONSTRUCT

Phase	Funding Source	2026	2027	2028	2029	2030
PD & E	Federal	\$450,000				
	Local	\$450,000				
<b>Total for Project 439665-1</b>		<b>\$900,000</b>				

**439683-2 - LOG HOUSE RD (PINE RIDGE ELEM SCH) FROM CR 561 TO LAKESHORE DRIVE**

Type of Work: SIDEWALK

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Federal			\$786,274		
Right of Way	Federal	\$150,000				
<b>Total for Project 439683-2</b>		<b>\$150,000</b>		<b>\$786,274</b>		



**Draft Tentative Five-Year Work Program Public Hearing Summary Report - As of November 20, 2024**

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**LAKE COUNTY**

Highways

**441710-2 - ROUND LAKE ROAD FROM LAKE/ORANGE COUNTY LINE TO WOLF BRANCH ROAD**

Type of Work: WIDEN/RESURFACE EXIST LANES

Phase	Funding Source	2026	2027	2028	2029	2030
Right of Way	Local	\$4,821,765				
	State		\$4,178,235			
<b>Total for Project 441710-2</b>		<b>\$9,000,000</b>				

**441781-1 - HARTWOOD MARSH RD FROM US 27 TO SAVANNA RIDGE LN (PROPOSED CR 455 EXT)**

Type of Work: ADD LANES & RECONSTRUCT

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Local		\$6,770,000			
	State		\$6,270,000			
<b>Total for Project 441781-1</b>			<b>\$13,040,000</b>			

**445685-1 - SR 33 / CR 33 FROM POLK CO. LINE TO SR 50**

Type of Work: SAFETY PROJECT

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Federal	\$9,205,378				
	State		\$10,300			
<b>Total for Project 445685-1</b>		<b>\$9,215,678</b>				

**447990-1 - BEVERLY SHORES NEIGHBORHOOD SIDEWALK PROJECT AT VARIOUS LOCATIONS**

Type of Work: SIDEWALK

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Federal		\$489,752			
	Local		\$187,535			
<b>Total for Project 447990-1</b>			<b>\$677,287</b>			

**449454-1 - HAMMOCK RIDGE RD ROUNDABOUT**

Type of Work: ROUNDABOUT

Phase	Funding Source	2026	2027	2028	2029	2030
Preliminary Engineering	Federal	\$375,000				
	Local	\$375,000				
<b>Total for Project 449454-1</b>		<b>\$750,000</b>				

**450580-1 - SR 500 / US 441 / NORTH BLVD FROM PERKINS ST TO MILLS RD**

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	State	\$4,274,217				
<b>Total for Project 450580-1</b>		<b>\$4,274,217</b>				

**Draft Tentative Five-Year Work Program Public Hearing Summary Report - As of November 20, 2024**

July 1, 2025 through June 30, 2030

Florida Department of Transportation - District Five

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**LAKE COUNTY**

Highways

**450581-1 - SR 500 FROM LAKESHORE BLVD TO LAKE EUSTIS DR**

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	State	\$5,219,158				
<b>Total for Project 450581-1</b>		<b>\$5,219,158</b>				

**450584-1 - SR 44 / MAIN ST / SR 500 AT INTERSECTION CR 473 (CREEK RD/BLUEGILL DR)**

Type of Work: TRAFFIC SIGNAL UPDATE

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Federal			\$1,203,828		
	State			\$10,960		
<b>Total for Project 450584-1</b>				<b>\$1,214,788</b>		

**450740-1 - SR 25(US27) FROM N OF SR 50 TO CR 561A/SOUTHERN BREEZE DR**

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	State	\$10,923,320				
<b>Total for Project 450740-1</b>		<b>\$10,923,320</b>				

**451315-1 - CR-561-A / LAKE MINNEOLA SHORES & JALARMY RD ROUNDABOUT**

Type of Work: ROUNDABOUT

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Federal		\$2,665,118			
<b>Total for Project 451315-1</b>			<b>\$2,665,118</b>			

**452642-1 - CR19 FROM LAKEVIEW AVE TO CR48**

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	State		\$1,657,471			
<b>Total for Project 452642-1</b>			<b>\$1,657,471</b>			

**452646-1 - SR 44 FROM US 441 / SR 44 / SR 500 TO S OF SR 44 (ORANGE AVE)**

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	State		\$3,648,049			
<b>Total for Project 452646-1</b>			<b>\$3,648,049</b>			

**Draft Tentative Five-Year Work Program Public Hearing Summary Report - As of November 20, 2024**

July 1, 2025 through June 30, 2030

Florida Department of Transportation - District Five

Item 19.

**LAKE COUNTY**

Highways

**452915-1 - SR 50 FROM VILLA CITY ROAD TO NORTH OF AMERICAN LEGION ROAD**

Type of Work: BIKE PATH/TRAIL

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	State					\$13,666,160
<b>Total for Project 452915-1</b>						<b>\$13,666,160</b>

**453086-1 - SR 44 FROM SR 44 IN LAKE COUNTY TO VOLUSIA COUNTY LINE**

Type of Work: INTERSECTION IMPROVEMENT

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Federal		\$1,607,446			
	State		\$60,428			
<b>Total for Project 453086-1</b>						<b>\$1,667,874</b>

**453449-1 - CR 44 FROM US 441 TO SR 19 LEFT TURN LANES**

Type of Work: ADD LEFT TURN LANE(S)

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Federal		\$2,646,750			
<b>Total for Project 453449-1</b>						<b>\$2,646,750</b>

**454196-1 - SR 33 FROM POLK CL TO CR 33**

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	State			\$20,449,736		
Preliminary Engineering	State	\$1,020,000				
<b>Total for Project 454196-1</b>						<b>\$20,449,736</b>

**454198-1 - SR 50 FROM CR 561/12TH ST TO BLOXAM AVE**

Type of Work: RESURFACING

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Federal			\$12,314,578		
	State			\$20,367		
Preliminary Engineering	Federal	\$1,325,000				
	State	\$26,500				
<b>Total for Project 454198-1</b>						<b>\$12,334,945</b>

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Florida Department of Transportation - District Five

**LAKE COUNTY**

Maintenance

**413615-1 - LIGHTING AGREEMENTS**

Type of Work: LIGHTING

Phase	Funding Source	2026	2027	2028	2029	2030
Bridge/Roadway/Contract Maintenance	State	\$456,818	\$454,079			
<b>Total for Project 413615-1</b>		<b>\$456,818</b>	<b>\$454,079</b>			

**417199-1 - LADY LAKE MEMORANDUM OF AGREEMENT**

Type of Work: ROUTINE MAINTENANCE

Phase	Funding Source	2026	2027	2028	2029	2030
Bridge/Roadway/Contract Maintenance	State		\$21,505	\$21,505	\$21,505	
<b>Total for Project 417199-1</b>			<b>\$21,505</b>	<b>\$21,505</b>	<b>\$21,505</b>	

**418106-1 - LAKE PRIMARY IN-HOUSE**

Type of Work: ROUTINE MAINTENANCE

Phase	Funding Source	2026	2027	2028	2029	2030
Bridge/Roadway/Contract Maintenance	State	\$2,050,000	\$2,050,000	\$2,000,000	\$2,000,000	\$3,500,000
<b>Total for Project 418106-1</b>		<b>\$2,050,000</b>	<b>\$2,050,000</b>	<b>\$2,000,000</b>	<b>\$2,000,000</b>	<b>\$3,500,000</b>

**423113-1 - CITY OF LEESBURG MOA**

Type of Work: ROUTINE MAINTENANCE

Phase	Funding Source	2026	2027	2028	2029	2030
Bridge/Roadway/Contract Maintenance	State	\$226,900	\$226,900	\$226,900	\$226,900	\$226,900
<b>Total for Project 423113-1</b>		<b>\$226,900</b>	<b>\$226,900</b>	<b>\$226,900</b>	<b>\$226,900</b>	<b>\$226,900</b>

**423790-1 - MOA W/ MASCOTTE**

Type of Work: ROUTINE MAINTENANCE

Phase	Funding Source	2026	2027	2028	2029	2030
Bridge/Roadway/Contract Maintenance	State			\$28,000		
<b>Total for Project 423790-1</b>				<b>\$28,000</b>		

**425458-1 - MOA -FRUITLAND PARK**

Type of Work: ROUTINE MAINTENANCE

Phase	Funding Source	2026	2027	2028	2029	2030
Bridge/Roadway/Contract Maintenance	State			\$100,000		
<b>Total for Project 425458-1</b>				<b>\$100,000</b>		



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**LAKE COUNTY**

Maintenance

**453958-1 - LEESBURG OPERATIONS ASPHALT RESURFACE**

Type of Work: FIXED CAPITAL OUTLAY

Phase	Funding Source	2026	2027	2028	2029	2030
Bridge/Roadway/Contract Maintenance	State					\$180,650
<b>Total for Project 453958-1</b>						<b>\$180,650</b>

**455105-1 - LAKE COUNTY TSMCA**

Type of Work: TRAFFIC SIGNALS

Phase	Funding Source	2026	2027	2028	2029	2030
Bridge/Roadway/Contract Maintenance	State			\$914,000	\$941,000	
<b>Total for Project 455105-1</b>				<b>\$914,000</b>	<b>\$941,000</b>	



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**LAKE COUNTY**

Miscellaneous

**413019-3 - LAKE TRAFFIC ENGINEERING CONTRACTS**

Type of Work: TRAFFIC SIGNALS

Phase	Funding Source	2026	2027	2028	2029	2030
Operations	State	\$958,352	\$931,350			
<b>Total for Project 413019-3</b>		<b>\$958,352</b>	<b>\$931,350</b>			

**422570-3 - SOUTH LAKE TRAIL PH IIIB FROM 2ND ST TO SILVER EAGLE RD**

Type of Work: BIKE PATH/TRAIL

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Federal	\$3,957,190	\$68,605			
Right of Way	Federal	\$1,719,739	\$500,000	\$273,146		
	State	\$44,917				
<b>Total for Project 422570-3</b>		<b>\$5,721,846</b>	<b>\$568,605</b>	<b>\$273,146</b>		

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Item 19.

**LAKE COUNTY**

Modal Development: Aviation

**438449-3 - LAKE-LEESBURG INTL CONSTRUCT HANGAR-PHASE 3**

Type of Work: AVIATION REVENUE/OPERATIONAL

Phase	Funding Source	2026	2027	2028	2029	2030
Capital	Local			\$200,000	\$200,000	\$150,000
	State			\$800,000	\$800,000	\$600,000
<b>Total for Project 438449-3</b>				<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$750,000</b>

**442484-1 - LAKE-LEESBURG INTL LAND ACQUISITION**

Type of Work: AVIATION REVENUE/OPERATIONAL

Phase	Funding Source	2026	2027	2028	2029	2030
Capital	Local		\$100,000			
	State		\$400,000			
<b>Total for Project 442484-1</b>			<b>\$500,000</b>			

**444873-3 - LAKE-LEESBURG INTL FUEL FARM TANKS**

Type of Work: AVIATION REVENUE/OPERATIONAL

Phase	Funding Source	2026	2027	2028	2029	2030
Capital	Local	\$150,000	\$150,000			
	State	\$600,000	\$600,000			
<b>Total for Project 444873-3</b>		<b>\$750,000</b>	<b>\$750,000</b>			

**444875-1 - LAKE-UMATILLA MUNI RELOCATE ROAD**

Type of Work: AVIATION PRESERVATION PROJECT

Phase	Funding Source	2026	2027	2028	2029	2030
Capital	Local					\$20,000
	State					\$180,000
<b>Total for Project 444875-1</b>						<b>\$200,000</b>

**448010-1 - LEESBURG INTERNATIONAL AIRPORT TAXIWAY**

Type of Work: AVIATION PRESERVATION PROJECT

Phase	Funding Source	2026	2027	2028	2029	2030
Capital	Federal			\$405,000		
	Local			\$9,000		
	State			\$36,000		
<b>Total for Project 448010-1</b>				<b>\$450,000</b>		

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**LAKE COUNTY**

**Modal Development: Aviation**

**449783-1 - LAKE-UMATILLA MUNICIPAL AIRPORT HANGARS**

Type of Work: AVIATION REVENUE/OPERATIONAL

Phase	Funding Source	2026	2027	2028	2029	2030
Capital	Local	\$125,000	\$250,000			
	State	\$500,000	\$1,000,000			
<b>Total for Project 449783-1</b>		<b>\$625,000</b>	<b>\$1,250,000</b>			

**454113-1 - LAKE-UMATILLA STORAGE HANGARS**

Type of Work: AVIATION REVENUE/OPERATIONAL

Phase	Funding Source	2026	2027	2028	2029	2030
Capital	Local			\$50,000	\$200,000	
	State			\$200,000	\$800,000	
<b>Total for Project 454113-1</b>				<b>\$250,000</b>	<b>\$1,000,000</b>	

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**LAKE COUNTY**

Modal Development: Transit

**414331-2 - LAKE-COUNTY CAPITAL GRANT SECTION 5307**

Type of Work: CAPITAL FOR FIXED ROUTE

Phase	Funding Source	2026	2027	2028	2029	2030
Capital	Federal	\$4,061,867	\$4,061,867	\$4,061,867		
	Local	\$1,015,467	\$1,015,467	\$1,015,467		
<b>Total for Project 414331-2</b>		<b>\$5,077,334</b>	<b>\$5,077,334</b>	<b>\$5,077,334</b>		

**442453-1 - LAKE-BLOCK GRANT OPERATING ASSISTANCE**

Type of Work: OPERATING FOR FIXED ROUTE

Phase	Funding Source	2026	2027	2028	2029	2030
Operations	Local	\$972,622	\$998,342			
	State	\$972,622	\$998,342			
<b>Total for Project 442453-1</b>		<b>\$1,945,244</b>	<b>\$1,996,684</b>			

**442453-2 - LAKE-BLOCK GRANT OPERATING ASSISTANCE**

Type of Work: OPERATING FOR FIXED ROUTE

Phase	Funding Source	2026	2027	2028	2029	2030
Operations	Local			\$1,028,292	\$1,059,141	\$1,090,915
	State			\$1,028,292	\$1,059,141	\$1,090,915
<b>Total for Project 442453-2</b>				<b>\$2,056,584</b>	<b>\$2,118,282</b>	<b>\$2,181,830</b>

**442458-1 - LAKE-SECTION 5311 RURAL TRANSPORTATION**

Type of Work: OPERATING/ADMIN. ASSISTANCE

Phase	Funding Source	2026	2027	2028	2029	2030
Operations	Federal	\$554,036	\$570,727			
	Local	\$554,036	\$570,727			
<b>Total for Project 442458-1</b>		<b>\$1,108,072</b>	<b>\$1,141,454</b>			

**444285-1 - LAKE-LAKE COUNTY FTA SECTION 5307 OPERATING FUNDS**

Type of Work: OPERATING FOR FIXED ROUTE

Phase	Funding Source	2026	2027	2028	2029	2030
Operations	Federal	\$2,000,000	\$2,000,000	\$2,000,000		
	Local	\$2,000,000	\$2,000,000	\$2,000,000		
<b>Total for Project 444285-1</b>		<b>\$4,000,000</b>	<b>\$4,000,000</b>	<b>\$4,000,000</b>		

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**LAKE COUNTY**

**Transportation Planning**

**439329-5 - LAKE SUMTER URBAN AREA FY 2024/2025-2025/2026 UPWP**

Type of Work: TRANSPORTATION PLANNING

Phase	Funding Source	2026	2027	2028	2029	2030
Planning	Federal	\$1,370,808				
<b>Total for Project 439329-5</b>		<b>\$1,370,808</b>				

**439329-6 - LAKE SUMTER URBAN AREA FY 2026/2027-2027/2028 UPWP**

Type of Work: TRANSPORTATION PLANNING

Phase	Funding Source	2026	2027	2028	2029	2030
Planning	Federal		\$870,808	\$870,808		
<b>Total for Project 439329-6</b>			<b>\$870,808</b>	<b>\$870,808</b>		

**439329-7 - LAKE SUMTER URBAN AREA FY 2028/2029-2029/2030 UPWP**

Type of Work: TRANSPORTATION PLANNING

Phase	Funding Source	2026	2027	2028	2029	2030
Planning	Federal				\$870,808	\$870,808
<b>Total for Project 439329-7</b>					<b>\$870,808</b>	<b>\$870,808</b>

**Draft Tentative Five-Year Work Program Public Hearing Summary Report - As of November 20, 2024**

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**LAKE COUNTY**

Turnpike

**435786-1 - WIDEN TPK(SR91)- MINNEOLA INTCHG TO OBRIEN RD (MP279.2-285.8)(4TO8LNS)**

Type of Work: ADD LANES & RECONSTRUCT

Phase	Funding Source	2026	2027	2028	2029	2030
Contract Incentives	Toll/Turnpike		\$8,240,000			
<b>Total for Project 435786-1</b>			<b>\$8,240,000</b>			

**435786-3 - WIDEN TPK(SR91) - OBRIEN RD TO US27 (MP 285.8-289.3) (4TO8 LNS)**

Type of Work: ADD LANES & RECONSTRUCT

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Toll/Turnpike	\$200,495,491				
Environmental	Toll/Turnpike	\$20,000				
Right of Way	Toll/Turnpike	\$2,004,283				
<b>Total for Project 435786-3</b>		<b>\$202,519,774</b>				

**435787-1 - WIDEN TPK- US27 TO N OF CR33 (MP289 - 294)(4TO8LNS)(LAKE CNTY)**

Type of Work: ADD LANES & RECONSTRUCT

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Toll/Turnpike			\$409,457,136		
Environmental	Toll/Turnpike			\$3,225,000		
Preliminary Engineering	Toll/Turnpike	\$720,000				
Railroad & Utilities	Toll/Turnpike			\$25,000		
Right of Way	Toll/Turnpike	\$186,400	\$4,549,287	\$4,151,515		
<b>Total for Project 435787-1</b>		<b>\$906,400</b>	<b>\$4,549,287</b>	<b>\$416,858,651</b>		

**435788-2 - WIDEN TPK(SR91) FROM CR470 INTCHG TO LAKE/SUMTER C/L(MP297)(LAKE CNTY)**

Type of Work: ADD LANES & RECONSTRUCT

Phase	Funding Source	2026	2027	2028	2029	2030
Environmental	Toll/Turnpike				\$20,000	
Preliminary Engineering	Toll/Turnpike	\$90,000				
Right of Way	Toll/Turnpike	\$52,500	\$446,014	\$300,000		
<b>Total for Project 435788-2</b>		<b>\$142,500</b>	<b>\$446,014</b>	<b>\$300,000</b>	<b>\$20,000</b>	

**452106-1 - TPK (SR91) & US27 LEESBURG SOUTH INTCHG IMPROVEMENTS (MP 285)**

Type of Work: INTERCHANGE IMPROVEMENT

Phase	Funding Source	2026	2027	2028	2029	2030
Construction	Toll/Turnpike	\$6,850,282				
Environmental	Toll/Turnpike	\$100,000				
Railroad & Utilities	Toll/Turnpike	\$200,000				
Right of Way	Toll/Turnpike	\$2,756,100				
<b>Total for Project 452106-1</b>		<b>\$9,906,382</b>				



[menu](#)

## 2050 Long Range Transportation Plan Under Development

Welcome to the 2050 Long Range Transportation Plan page under development. This page will evolve over the next several months to reflect work on the year 2050 transportation vision for Central Florida. Check back often, as the plan takes shape and heads toward approval by the Lake~Sumter MPO Board in late 2025.

### **What is a Long Range Transportation Plan**

The Long Range Transportation Plan (LRTP or 2050 Plan) establishes the vision of Central Florida's entire transportation system for Lake and Sumter Counties. This plan for the year 2050 will identify current and future transportation needs. Projects must be included in the plan to receive federal and state funding. The plan is updated every five years to reflect the changing dynamics of the region.

The 2050 Plan will examine the current transportation system, establish goals and objectives, and gather public input. A thorough technical analysis, including performance measures, will be used to evaluate needs and look at various future trends that might affect the system. Through coordination with local government and transportation agency partners, the 2050 Plan will produce a cost-feasible plan, a list of projects that the region can afford to build.

### **How to Get Involved**

Want to keep up with the development of the 2050 LRTP and learn about opportunities to provide input? Sign up below to receive email updates.

### **Study Partners and Timing**

Lake~Sumter MPO is leading the 2050 Long Range Transportation Plan's development in coordination with our local government and transportation operating partners throughout Lake and Sumter Counties. Additional coordination with other interested parties, including other transportation partners, community members, agencies, businesses, and government entities will continue throughout the plan's two-year (24-month) schedule.

### **Project Milestones**

- **Background Data & Existing Conditions (Winter 2024 – Summer 2025)** – Assessment of how we use the existing transportation system, identification of the trends that influenced our transportation decisions, and evaluation of which future trends could influence the continued growth of our transportation network.
- **Goals & Objectives (Winter 2024 – Summer 2025)** – Establish goals and objectives for the future growth of



the transportation system.

- **Technical Analysis, Needs Assessment, and Investment Scenario Planning (Summer 2024 – Spring 2025)** – Evaluate multimodal transportation system needs throughout Orange, Osceola, and Seminole counties. Compare alternative investment scenarios that address the identified needs, align with the 2050 Plan goals and objectives, and enhance the transportation system.
- **Cost Feasible Plan Development (Winter 2024 – Fall 2025)** – Develop a cost-feasible prioritized list of projects to address the region's transportation needs.
- **Plan Adoption & Implementation (Winter 2025)** – Adopt the final 2050 Plan and implement the cost-feasible plan over the coming decades.

## **Technical Reports**

The planning process is very detailed and includes a series of technical reports that outline the processes, methodologies, and findings from the regional long-range transportation plan. As we progress through the development of the 2050 Plan, the technical reports will be published here.

DRAFT Revenue Forecast

DRAFT 2050 Socioeconomic Data

DRAFT Freight & Rail Element

DRAFT Resiliency Element

DRAFT Complete Streets Element

DRAFT Vision Zero Safety Element

DRAFT Active Transportation Element

DRAFT TSMO & ITS Element

**Staff Contacts**

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Date | Time: December 11, 2024 | 2 PM

## Lake~Sumter MPO - December 2024 MPO Governing Board Meeting

Please register for Lake~Sumter MPO - December 2024 MPO Governing Board Meeting on Dec 11, 2024, 2:00 PM EST at:

<https://attendee.gotowebinar.com/register/31141904247596629>

After registering, you will receive a confirmation email containing information about joining the webinar.

### 2 p.m. Call to Order by the Chair

- A. Invocation / Pledge of Allegiance
- B. Proper Noticing
- C. Roll Call – Determination of Quorum
- D. Chair's Announcements
- E. Proposed revisions to today's Agenda

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## I. OPPORTUNITY FOR PUBLIC COMMENT *(on agenda or general comments)*

At this point in the meeting the Board will hear questions, comments, and concerns from the citizens. If the issue raised is not on today's agenda, action will not be taken by the Board at this meeting. Questions may be answered by staff or referred for appropriate staff action. If further action is necessary, the item may be placed on a future Governing Board agenda. Public comment shall be limited to three minutes per person.

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## II. ACTION ITEMS

- A. Consideration to approve, **October 23, 2024, MPO Governing Board Meeting Minutes**
- B. Approval of the 2025 MPO Governing Board and Executive Committee meeting calendar. Staff recommends five regular meetings for the MPO Governing Board and two for the Executive Committee for 2025 and saving dates for two additional meetings for the 2050 Long Range Transportation Plan. If desired, the Executive Committee can identify one or additional meetings for a strategic planning session or workshop.
  - **February 26, 2025, Governing Board @ 2:00 PM**
  - **April 23, 2025, Executive Committee @ 1:00 PM & Governing Board @ 2:00 PM**
  - **May 28, 2025, Governing Board (2050 LRTP Meeting -Tentative)**
  - **June 18, 2025, Governing Board @ 2:00 PM**
  - **August 27, 2025, Governing Board 2050 LRTP Meeting – Tentative)**
  - **October 22, 2025, Executive Committee @ 1:00 PM & Governing Board @ 2:00 PM**
  - **December 3, 2025, Governing Board @ 2:00 PM**

Motion to Approve the 2025 MPO Board and Executive Committee Meeting Calendar

# Governing Board Agenda

Date | Time: December 11, 2024 | 2 PM

C. Review and Approval of the proposed 2025 MPO Officers and Appointments as follows:

- **Chair Sean Parks, Lake County BOCC, CFMPOA, MPOAC (6,7)**
  - **Chair Elect Sandy Gamble, City of Tavares, CFMPOA, MPOAC Alternative (1,7)**
  - **1<sup>st</sup> Vice Chair Don Wiley, Sumter County BOCC, CFMPOA, MPOAC Alternative (7)**
  - **2<sup>nd</sup> Vice Chair, City of Clermont, CFMPOA Alternate (1) (City Appointment December 10, 2024)**
  - **Past Chair Cal Rolfson, City of Mount Dora, CFMPOA Alternate**
  - **Lake County At-Large Representative, Mayor Mitchell Mack, City of Astatula (2)**
  - **Sumter County At-Large Municipal Representative, City of Bushnell (3) City Appointment January 6, 2025**
  - **Lake County Transportation Disadvantaged Coordinating Board Chair, Commissioner Leslie Campione, Lake County BOCC (4)**
  - **Sumter County Transportation Disadvantaged Coordinating Board Chair, Commissioner Jeff Bogus, Sumter County BOCC. (5)**
1. *To provide balanced representation on the Executive Committee among counties and municipalities, the MPO Governing Board, at the time of the election of officers, shall attempt to fill, if feasible, officer positions by rotating between municipal and county representatives as officers are advanced, when feasible, to the next level of elected office*
  2. *The At-Large Representative for Lake County holds the voting privilege rotating annually among: Astatula, Fruitland Park, Howey-in-the-Hills, Mascotte, Minneola, Montverde and Umatilla.*
  3. *The At-Large Representative for Sumter County holds the voting privilege and rotates pursuant to the Interlocal Agreement entered by and between the cities of Bushnell, Center Hill, Coleman, Webster, and Wildwood. The City of Bushnell will appoint their MPO representative in January 2025.*
  4. *At the time of election of officers, a member of the MPO Governing Board, voting or non-voting, shall be elected as Chair of the Lake County Transportation Disadvantaged Coordinating Board*
  5. *At the time of election of officers, a member of the MPO Governing Board, voting or non-voting, shall be elected as Chair of the Sumter County Transportation Disadvantaged Coordinating Board*
  6. *The Chair, Chair-Elect, 1<sup>st</sup> Vice Chair, 2<sup>nd</sup> Vice Chair, and immediate Past Chair and one voting member elected by the MPO Governing Board shall be appointed to serve as the three primary and three alternate appointments to the Central Florida MPO Alliance. The Executive Committee shall designate which of the positions shall serve in a primary capacity and which shall serve in an alternate capacity.*

# Governing Board Agenda

Date | Time: December 11, 2024 | 2 PM

7. *Metropolitan Planning Organization Advisory Council (MPOAC). The Chair shall automatically serve as the primary appointment to the Florida MPO Advisory Council. The Chair-Elect and 1<sup>st</sup> Vice Chair shall automatically serve as alternates.*

Motion to Approve the 2025 MPO Slate of Officers

**D. FY 2025-2029 Transportation Improvement Program (TIP) Amendment #3**

Florida Department of Transportation (FDOT) requests Lake-Sumter MPO amend the FY 2025 - 2029 TIP as described below.

Projects #452508-1,#452508-2,#454487-1 and #454487-2 are new transit projects added to the TIP under the Federal Transit Authority (FTA) 5310 program.

Project #430132-4 will add lanes and reconstruct US 301 from CR 525E to West of CR 468. As the project is refined, a separate segment which includes design-build/construction phases has been added. A formal amendment to the TIP is required to obtain authorization of the federal funds for these projects.

**Recommendation of Approval of Resolution 2024-11 Amending the 2025-2029 TIP.** This Amendment Includes new funding listed below:

- a) #452508-1 5310 Operating Non-Urban Funds for Building Blocks Ministers, FY 2025(\$14,670)
- b) #452508-2 5310 Operating Non-Urban Funds for Building Blocks Ministers, FY 2025 (\$21,644)
- c) #454487-1 5310 Operating Small Urban Funds for Lake County Transit, FY 2025 (\$621,397)
- d) #454487-2 5310 Operating Small Urban Funds for Lake County Transit, FY 2025 (\$400,000)
- e) #430132-4 US 301, CR 525E to West of CR 468, DSB, FY 2025, (\$42,455,954)

**FDOT TIP Amendment Request Letters**

Motion to Approve Resolution 2024-11 Amending the 2025-2029 TIP. Roll Call vote required.

**E. MPO Executive Director Annual Evaluation:**

The Employment Agreement between the MPO and Michael F. Woods requires an annual evaluation to be completed by October of each year. The Employment Agreement's term continues until either party terminates the Agreement. Mr. Woods has been in the MPO Executive Director position since September 30, 2018. The MPO Attorneys' Office has obtained written performance evaluation forms from the Chair and MPO Executive Committee members. Summaries were provided for discussion at the October 23, 2024, Executive Committee Meeting.

MPO Attorney Rachel Bartolowits will lead the discussion of the evaluation and employment agreement with the Board.

Motion to approve the recommended salary merit increase.

### III. DISCUSSION ITEMS:

- A. MPO Calendar of plans and projects for 2025. MPO staff and consultant project managers will provide an overview of the MPO planning projects for 2025. These planning projects include:

# Governing Board Agenda

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1. 2050 Long Range Transportation Plan (LRTP)
  2. 2025 Transportation Improvement Program (TIP)
  3. 2025 List of Priority Projects (LOPP)
  4. SR 50 Clermont Multimodal Operational Improvement Study
  5. Safe Streets and Roads Grant Award- Vision Zero Safety Action Plan
- B. FDOT Tentative Work Program (TWP) – Each year, FDOT develops the Five-Year Work Program (WP), an ongoing process to allocated funds for priority transportation projects for the next five years.

The Work Program is based on the best available forecasts of project costs and funding, ensuring that the Department has the financial capacity to implement planned projects. This robust process is essential to stabilize the work program and help maintain Florida’s transportation system for our residents, businesses, and visitors.

Guidance for how funds flow through the Work Program is provided through the Florida Transportation Plan (FTP), the statewide plan that guides Florida’s transportation future.

Interactive Statewide Work Program Map – Use the Work Program Map to view projects being considered for the Five-Year Work Program. Project types include all modes of transportation: roadway, bicycle, pedestrian, freight, trails, transit, aviation, seaports, and spaceports.

**FDOT D5 TWP Public Hearing Website**

**Interactive Map**

**Lake County FDOT Summary Report**

**Sumter County FDOT Summary Report**

The comment period for the 2026-2030 Tentative Five-Year Work Program will open on December 2, 2024. To provide a comment, please use the comment form below. Be sure to include the county and project on which you are commenting. If you have additional comments or questions, please contact **FDOT District Five**.

**FDOT Work Program Comment Form**

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## IV. REPORTS, PRESENTATIONS,

- A. **FDOT Report– Chuck Koppernolle.**
- B. Florida Turnpike Enterprise Report (FTE) -Siaosi Fine
- C. **Lake County Transit Report**
- D. **Sumter County Transit Report**
- E. New MPO Studies and Planning Area Projects:
  - a) SR 50 Multimodal Operational Improvements Study Funded in Fiscal Year 2026 (July 2025). \$500,000 Federal Planning Funds

# Governing Board Agenda

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- b) SR 40 Black Bear Scenic Trail PD&E funded in Fiscal Year 2025. \$2,000,000. SUNTrail State Funding

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## V. BOARD MEMBER COMMENTS:

## VI. ADJOURNMENT NEXT MEETING: TENTATIVELY FEBRUARY 26, 2025 @ 2:00 P.M.

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if any person decides to appeal any decision made by the above named board with respect to any matter considered at the meeting, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested citizens are welcome to attend. Persons with disabilities needing assistance to participate in any of the proceedings should contact (352) 315- 0170, 48 hours in advance of the meeting.