



Town Council Meeting

February 10, 2025 at 6:00 PM

Howey-in the-Hills Town Hall

101 N. Palm Ave.,

Howey-in-the-Hills, FL 34737

Join Zoom Meeting: <https://us06web.zoom.us/j/86866985466?pwd=iW424ILKBhPgg0crijAnr4lTaYjVnJ.1>
Meeting ID: 868 6698 5466 | **Passcode:** 606620

AGENDA

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

ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

WELCOME AND INTRODUCTION OF GUESTS

AGENDA APPROVAL/REVIEW

PUBLIC QUESTION & COMMENT

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. The general Public Question & Comment period will be limited to a maximum of thirty (30) minutes unless extended by the Presiding Officer.

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 Jan 27, 2025, Town Council Meeting.
- 2.** The approval of the minutes and ratification and confirmation of all Town Council actions at the January 28, 2025, Town Council CIP Workshop.
- 3.** Consider and Approval: **FDEM/FEMA Mitigation Grant Funding Contract (Lift Station #2)**
- 4.** Consideration and Approval: **Resolution 2025-003 - Urging the Florida State Legislature to Provide a Public Records Exemption for Municipal Clerks**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND

EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING

5. Consideration and Recommendation: 229 Messina Pl. Variance Application - (Town Council sitting as the Board of Adjustment)

- Mayor Wells will convene Board of Adjustment
- Town Planner will explain Variance Request
- Mayor Wells will ask the applicant (or representative for the applicant) to speak on their own behalf
- Mayor Wells will open Public Comment for this item only.
- Mayor Wells will close Public Comment.
- Board of Adjustment Discussion
- Mayor Wells will ask for a Motion on Variance
- Roll Call Vote

6. Consideration and Recommendation: 204 W. Myrtle St. Variance Application - (Town Council sitting as the Board of Adjustment)

- Town Planner will explain Variance Request
- Mayor Wells will ask the applicant (or representative for the applicant) to speak on their own behalf
- Mayor Wells will open Public Comment for this item only.
- Mayor Wells will close Public Comment.
- Board of Adjustment Discussion
- Mayor Wells will ask for a Motion on Variance
- Roll Call Vote
- Mayor Wells will adjourn Board of Adjustment

OLD BUSINESS

NEW BUSINESS

7. Consideration and Approval: Selection of Planning and Zoning Board Member

8. Consideration and Approval: Town Donations

DEPARTMENT REPORTS

9. Town Hall

10. Police Department

11. Code Enforcement

12. Public Services

13. Library / Community Events

14. Town Attorney

15. Finance Supervisor

16. Town Manager

COUNCIL MEMBER COMMENT

17. Mayor Pro Tem Everline
18. Councilor Arnold
19. Councilor Miles
20. Councilor Lannamañ
21. Mayor Wells

ADJOURNMENT

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

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

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

Topic: **Town Council Meeting**

Time: **Feb 10, 2025 06:00 PM Eastern Time** (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/86866985466?pwd=iW424ILKBhPgg0crijAnr41TaYjVnJ.1>

Meeting ID: 868 6698 5466

Passcode: 606620

Dial by your location

+1 646 558 8656 US (New York)

+1 346 248 7799 US (Houston)

Meeting ID: 868 6698 5466

Passcode: 606620

Find your local number: <https://us06web.zoom.us/j/kc8O1GjxxL>

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
January 27, 2025 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 | Morgan Cates, Public Services Director | Rick Thomas, Police Chief | John Brock, Deputy Town Manager / Town Clerk

AGENDA APPROVAL/REVIEW

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

Voting

Yea: Mayor Pro Tem Everline, Councilor Arnold, 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.

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 09, 2024, Town Council Meeting.

3. The approval of the minutes and ratification and confirmation of all Town Council actions at the January 13, 2025, Town Council Meeting.
4. Consideration and Approval: **Resolution 2025-001 - Rules of Order**

Mayor Wells explained that there were two changes in the January 13, 2025, Town Council Minutes. The first change was that Councilor Lannamañ was incorrectly listed as attending the meeting remotely via Zoom, when in fact she had attending the meeting in person. The second change dealt with the fact that Mayor Wells had asked the Town Clerk to add more information about the Library Directors introduction as the beginning of the meeting. The Town Clerk had made both of those changes and had added the revised minutes to the meeting packet.

Motion made by Councilor Miles to approve the Consent Agenda; seconded by Councilor Arnold. Motion approved unanimously by roll call vote.

Voting

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

Nay: None

PUBLIC HEARING

5. Discussion: **Community Development Block Grant – Disaster Recovery (CDBG – DR) Application for Funding**

Mayor Graham Wells opened the public hearing regarding the Community Development Block Grant Disaster Recovery (CDBG-DR) application for funding. Town Manager, Sean O'Keefe, introduced Public Services Director, Morgan Cates, to provide details on the grant application.

Mr. Cates explained that the Town had previously applied for FEMA and FDEM grants to fund two lift station bypass generators. While the first lift station project has received its contract, the second is still awaiting finalization despite approval. The CDBG-DR grant, administered through Florida Commerce, would cover the Town's 25% funding share required for the FEMA grant, effectively reducing the Town's cost for both projects from \$339,334 to zero.

Councilor Miles inquired about the legality of using federal CDBG-DR funds to cover the local share of another federal grant. Mr. Cates and Mr. O'Keefe confirmed that the CDBG-DR program was designed for this purpose, with application forms specifically requesting details on FEMA funding. Town Attorney, Tom Wilkes, added that Congress likely established the program to backfill funding gaps in FEMA projects.

Councilor Miles also questioned the cost disparity between the two lift stations, noting that Lift Station #2's project was significantly higher. Mr. Cates explained that additional funds were requested to replace outdated pumps at the second station, which were difficult to maintain and repair.

Discussion continued regarding the long-term viability of the upgrades, with Mr. Cates confirming that, once completed, the lift stations would have reliable, on-site backup generators to operate during power outages.

Mayor Wells opened Public Comment for this item only.

Tom Ballou, 1005 N. Tangerine Ave. – Mr. Ballou thanked the Town's staff for their diligent work in attempting to get this grant for the Town.

Marie V. Gallelli, 1104 Tangerine Ave. – Mrs. Gallelli thanked the Town's staff for their hard work, and that this grant was a good idea for the Town.

Martha MacFarlane, 63 Camino Real – Former Mayor, Mrs. MacFarlane, raised concerns about Howey-in-the-Hills' eligibility for CDBG funding, noting that previous applications were denied due to insufficient public input and income-level disqualifications. Mr. O’Keefe explained that this particular CDBG-DR grant allows for “urgent need” in addition to just income levels, as the lift stations are essential for disaster preparedness.

Councilor Miles stated that the Town almost had an overflow event at the Talichet lift station (during a hurricane this year) and that the in-place generators that this project would supply would free up the mobile generator for use with the Talichet lift stations during emergencies such as hurricanes.

Mayor Wells closed Public Comment for this item.

Motion made by Mayor Pro Tem Everline to approve the Town’s submission of the application for this CDBG-DR grant; seconded by Councilor Lannamañ. Motion approved unanimously by roll call vote.

Voting

Yea: Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
Nay: None

OLD BUSINESS

None

NEW BUSINESS

6. Consideration and Approval: **HALFF 12” Change Order**

Mayor Graham Wells introduced the agenda item regarding the consideration and approval of a 12-inch water main change order.

Town Manager, Sean O’Keefe, provided an overview, explaining that Halff has been working on the Water Treatment Plant No. 3 project, which includes Wells No. 5 and No. 6. As part of their work, Halff conducted an analysis of the Town’s overall water system and developed a new Water Master Plan. During this review, it was determined that the existing 8-inch water main connecting the Town’s two Water Treatment plants was inadequate and should be upgraded to a 12-inch water main to ensure proper integration with the system and to support the Town’s infrastructure needs.

Mr. O’Keefe clarified that this \$162,480 change order represents an extension of Halff’s existing agreement and will cover the design work necessary for the 12-inch water main interconnection at the site. He noted that this upgrade is essential due to aging infrastructure and potential failure risks, particularly concerning fire suppression. He referenced page 30 of the master plan, which highlights concerns about critical failure potential.

Councilor Lannamañ inquired about the source of the funding for the change order. Mr. O’Keefe stated that the funds would come from the unallocated fund balance of the Water Impact Fee Fund. He further assured that sufficient funds would remain, estimating that approximately \$800,000 would still be available across the Water Impact Fee Fund and the Water Utility Fund. Mayor Wells reinforced that the impact fee fund would not be depleted, nor would the general fund be required to cover the cost.

Councilor Miles raised concerns regarding the proposed pipeline route. He noted that the current path involves North Dixie Avenue, which underwent a \$400,000 reconstruction less than two years ago. He suggested an alternative route that would extend the pipeline two blocks further down Palm Avenue before connecting at Pine Avenue to avoid damage to the newly paved road.

Mr. Troy Mitchell, a representative from Halff, explained that the selected route was chosen for its efficiency and alignment with existing infrastructure. However, he stated that the project team would evaluate Councilor Miles' suggestion to determine feasibility.

Further discussion addressed the phasing of the 12-inch water main upgrade. Mr. Mitchell clarified that only Phase 1—the interconnection between the two water treatment plants—would be the Town's responsibility. The remaining phases would be developer-driven and funded through impact fee credits, ensuring that future development projects bear the financial responsibility for additional pipeline extensions.

Councilor Miles also requested that Halff update the project's maps to reflect the most current Interlocal Service Boundary Agreement (ISBA). Mr. O'Keefe acknowledged that the ISBA maps in the master plan were outdated and agreed to update them accordingly.

Councilor Miles then inquired whether the existing 8-inch pipe would remain in service. Mr. Mitchell explained that some sections would likely be left in place to support six-inch lateral connections, but the new 12-inch pipe would serve as the primary conduit between the water treatment plants.

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 the Halff 12" Change Order; seconded by Councilor Arnold. Motion approved unanimously by roll call vote.

Voting

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

Nay: None

7. Consideration Approval: **Resolution 2025-002 - Endorsing Mayor Wells Nomination to the FMIT Board of Trustees**

Mayor Graham Wells introduced the final item of new business, Resolution 2025-002, which seeks to formally endorse his nomination to the Florida Municipal Insurance Trust (FMIT) Board of Trustees.

Town Manager, Sean O'Keefe, provided background on the resolution, stating that it would secure the Town Council's official endorsement of Mayor Wells' nomination and authorize Town staff to submit the necessary documentation to the Florida League of Cities.

Councilor David Miles asked Mayor Wells if he was willing to accept the nomination, to which Mayor Wells stated that he would.

Councilor Miles then made a motion to approve Resolution 2025-002, which was seconded by Councilor Lannamañ.

Mayor Wells opened Public Comment for this item only.

Marie V. Gallelli, 1104 North Tangerine Ave. – Mrs. Gallelli inquired about the benefit to the Town of having a representative on the FMIT Board. Mayor Wells explained that, while larger cities typically dominate board representation, having a delegate from Howey-in-the-Hills could provide a voice for smaller municipalities like Astatula, Montverde, and Umatilla, ensuring that their interests are represented. He acknowledged that his nomination was not guaranteed to be accepted but felt that advocating for small-town participation was worthwhile.

Town Clerk, John Brock, further clarified that FMIT serves municipalities that use the Florida League of Cities' insurance programs (such as the Town of Howey-in-the-Hills). Having a representative from Howey-in-the-Hills on the board would increase the Town's visibility and was good for small municipalities. Mr. Brock also noted that FMIT covers all travel and lodging expenses for board members, ensuring no cost to the Town for Mayor Wells' participation.

Mayor Wells closed Public Comment for this item.

Motion made by Councilor Miles to approve Resolution 2025-002; seconded by Councilor Lannamañ. Motion approved unanimously by roll call vote.

Voting

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

Nay: None

DEPARTMENT REPORTS

8. Town Manager

Town Manager Sean O'Keefe provided an update on ongoing projects and upcoming initiatives. He expressed enthusiasm for the progress made during the meeting and highlighted that staff continues to make steady advancements on various Town projects.

Mr. O'Keefe reported that the Town is actively engaging with property owners in the North Citrus area and is currently reviewing the second round of plat submissions for that area.

Additionally, Mr. O'Keefe commended the significant efforts of Town staff over the past two weeks in preparing for the Capital Improvement Plan (CIP) Workshop, scheduled for January 28, 2025, at 2:00 PM in Town Hall. He emphasized that all related documents were available online for public review and encouraged residents to attend the workshop.

Mr. O'Keefe also noted the presence of three new council members, stating that their participation is expected to bring fresh perspectives and insights into the planning process. He welcomed public engagement and reiterated that the CIP workshop serves as an important foundation for future infrastructure planning and development.

COUNCIL MEMBER REPORTS

9. Mayor Pro Tem Everline

Mayor Pro Tem Everline stated that he had a good experience at the recent Florida League of Cities (FLC) training. Mayor Pro Tem Everline stated that the experience was worthwhile, not just for the training, but also for the networking.

10. Councilor Arnold

None

11. Councilor Miles

Councilor Miles provided an update on the Watermark Planned Unit Development (PUD) amendment, noting that he and other council members received a draft document from Watermark's attorney. He found the proposal to be well-prepared and commended the developer for adhering to the Comprehensive Plan changes adopted by the Council last year. While the amendment adds several acres

to the development, he noted that all additional housing units comply with the quarter-acre lot minimum requirement for that zoning classification.

Councilor Miles suggested that three to four acres of open space near the old town dump site be deeded to the Town rather than to the Homeowners' Association. He stated that, while there is no definitive plan for a park in that area, it would be beneficial to expand the Town's existing five-acre parcel to provide greater flexibility for future use.

Regarding road infrastructure, Councilor Miles observed that the revised plan no longer includes the previously approved Revels Road relocation, likely saving the developer approximately \$1 million. He emphasized the importance of ensuring that the developer contributes to the planned traffic circle at the Revels Road and Mission Rise intersection. Additionally, he requested that the developer upgrade Revels Road—which is a Town-owned road—at least up to the second entrance of the development. He also suggested evaluating an alternative entrance off State Road 19 directly into Phase 3 of the community.

Councilor Miles expressed concern that Watermark is proposing only one pool and cabana area for a 300-home development. He suggested the addition of a second recreational facility, possibly including a community center for residents.

Regarding PUD compliance with Town codes, he identified several discrepancies in the proposal:

- **Garage Size:** The minimum two-car garage size in the draft document is smaller than the current Town code requires.
- **Lot Coverage:** The maximum lot coverage in the proposal is 60%, which exceeds the 55% standard typically approved for similar communities.
- **Model Repetition:** The proposal allows for three identical houses within a 300-foot block face, which he considers excessive given that only four houses would fit within that distance.
- **Utility Infrastructure:** The agreement does not explicitly require the transfer of all water, wastewater, and reclaimed water infrastructure to the Town, which he would like to see added.
- **Tree Standards:** The proposal still lists 2-inch-caliper street trees, whereas the Town recently increased the standard to 3-inch-caliper trees.
- **Natural Gas Availability:** He suggested that all new developments within the Town be required to offer natural gas service to residents.

Councilor Miles also inquired about the wastewater agreement between the Town and the Central Lake Community Development District (CDD). Town Manager, Sean O'Keefe, confirmed that all Council-requested changes were accepted, and the agreement is awaiting final legal descriptions before signing. Town Attorney, Tom Wilkes, added that the Mission Rise legal description is being removed since that development is no longer vested, and the final agreement will soon be ready for the Mayor and Town Clerk to sign. Councilor Miles requested that Council members be notified once the document is completed.

In closing, Councilor Miles stated that he would be absent from the February 10th meeting due to international travel and requested an excused absence.

12. Councilor Lannamañ

Councilor Lannamañ raised concerns regarding GFL's (Green for Life Environmental) waste collection service, specifically regarding fuel spills on Town roads. She reported that a GFL truck leaked hydraulic fluid on Bellissimo and Venezia roads and, during a heavy rain event, the spill was observed entering the stormwater system. She noted that two residents had stated that they reported the issue to the Environmental Protection Agency (EPA), prompting GFL to send a hazmat team to clean up the

contamination. However, she emphasized that road damage caused by GFL's trucks is becoming a significant issue, particularly in Venezia, where the pavement is deteriorating.

Beyond the spills, Councilor Lannamañ highlighted inconsistent service by GFL, stating that the company frequently operates at irregular hours, skips scheduled pickups, and has trucks that break down and remain in place for extended periods. She noted that residents have expressed frustration with these ongoing issues. Additionally, she raised concerns about the \$20 per bulk item pickup fee, questioning whether GFL is truly serving the Town's best interests. She requested a review of the Town's waste collection contract and suggested exploring alternative service providers.

Public Services Director, Morgan Cates, acknowledged the concerns and thanked Councilor Lannamañ for providing videos of the hydraulic fluid spill. He encouraged residents to report any broken-down trucks directly to Town staff, as GFL had not always notified the Town when breakdowns occur. While the videos provided evidence of oil sheens on the road, proving that GFL was the source of the leak remains challenging. Mr. Cates confirmed that he had contacted GFL management but had yet to receive a response. He intends to escalate the issue and request a meeting with GFL's supervisors.

Regarding road damage, Mr. Cates noted that diesel and gasoline leaks significantly degrade asphalt, while hydraulic fluid may have a lesser impact. However, he reiterated that any damage to Town roads must be repaired and that GFL had been previously instructed to clean up spills in other areas, such as Cypress. In the past, he had requested that GFL equip all trucks with spill kits to contain leaks immediately, but he was unsure whether they had implemented this measure. He encouraged residents to report future incidents promptly.

Councilor Lannamañ expressed appreciation for Mr. Cates' responsiveness and noted that she had directed affected residents to contact him directly regarding concerns.

Town Manager, Sean O'Keefe, clarified that the \$20 per bulk item charge was negotiated in the most recent contract to keep overall collection costs lower. The fee is based on cubic yardage (\$20 per cubic yard), which typically equates to a large appliance. Councilor Lannamañ responded that some residents were reportedly being charged per item, citing an example where two office chairs would cost \$40 to dispose of. She requested clarification from GFL on whether the fee is indeed per cubic yard, as stipulated in the contract.

Councilor Lannamañ inquired about updates on street sign replacements throughout the Town. Mr. Cates stated that he has been in contact with vendors and is working with the City of Tavares' supplier to obtain new signs at a cost-effective rate. Mr. Cates had already assessed the signs and posts in need of replacement and had replaced stop signs in Venezia, which had become aged and damaged.

Councilor Lannamañ also asked whether the State could replace the Venezia Boulevard sign facing State Road 19, but Mr. Cates confirmed that this was the Town's responsibility. Councilor Miles requested that the replacement signs on Camellia Avenue be spelled correctly, which was acknowledged by Mayor Pro Tem Everline.

Councilor Lannamañ referenced a recent update from Councilors Everline and Arnold regarding the MPO (Metropolitan Planning Organization) meeting, which discussed potential traffic improvements. She expressed interest in applying for a pedestrian safety enhancement at the Palm Avenue intersection, where residents have reported vehicles failing to yield to pedestrians at the existing flashing crosswalk.

Mr. O'Keefe confirmed that a safety resolution passed by the Council was the first step in advocating for improvements. Councilor Arnold added that the MPO views crosswalks as a safety issue rather than a traffic issue, which may expedite the process.

Councilor Everline noted that Florida Department of Transportation (FDOT) plans to resurface the area in 2026 and will conduct a study before the project begins to determine whether the crosswalk needs enhancements, including potential signalization. Councilor Lannamañ expressed support for this initiative and thanked her colleagues for their efforts.

Councilor Miles raised concerns regarding the Town's electricity franchise agreement with Duke Power, which is set to expire in May 2027. He noted that Duke's tree-trimming contractors have significantly damaged trees in the area and suggested that future franchise negotiations include a requirement for burying all electric lines underground within the Town. He emphasized that this would reduce storm-related outages, enhance aesthetics, and align with current underground utility requirements for new developments.

Town Manager, Sean O'Keefe, stated that he had already discussed the topic with Duke Power representatives, who indicated that a phased undergrounding approach may have been included in past agreements, though it does not appear in the current contract. Councilor Miles suggested a five-year implementation period and reiterated that such an initiative could ultimately save Duke money while improving reliability and preserving trees.

13. Mayor Wells

Mayor Graham Wells provided an update on the Institute for Elected Municipal Officials I (IEMO) training that he, along with two other council members, attended. He described the training as highly beneficial, aside from one session, and encouraged other council members, particularly newly elected officials, to consider attending future sessions.

He noted that the next IEMO II training session is scheduled for April and suggested that interested members visit the Florida League of Cities website to review the course agenda. It was clarified that attendees must complete the first-level course before advancing to additional training.

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.

Marie V. Gallelli, 1104 N Tangerine Ave. – Mrs. Gallelli inquired about the status of the Thompson property. Town Manager Sean O'Keefe stated that there were no new updates.

Mrs. Gallelli also asked about the Citrus Road work and whether it could be coordinated with the temporary closure of the Howey Mansion in July to minimize disruptions. Mr. O'Keefe responded that the project is expected to be completed much sooner, with an anticipated completion by April. He noted that the Town is waiting on a few final signatures before moving forward with construction.

Ms. Gallelli also raised concerns about GFL's waste collection services, specifically regarding:

- Inconsistent yard waste pickups, which were previously scheduled for Thursdays but now vary.
- Delays in regular trash collection, sometimes shifting from Monday to Tuesday.
- Uncollected hurricane debris on Temple and Laurel, which was reportedly placed out in time for scheduled pickups.

She also requested confirmation that GFL trucks are equipped with spill kits to address hydraulic fluid leaks.

Lastly, Mrs. Gallelli expressed opposition to acquiring additional acreage near the former town dump site.

She concluded by thanking the Council for ensuring that microphones are used effectively, as many in the audience have difficulty hearing discussions.

Martha MacFarlane, 63 Camino Real – Mrs. MacFarlane requested a copy of the report from the recent Metropolitan Planning Organization (MPO) meeting, attended by Councilor Arnold and Mayor Pro Tem Everline. Mrs. MacFarlane expressed appreciation for the progress made in addressing concerns at a key intersection and requested that the report be included in future Council packets.

Mrs. MacFarlane also voiced support for Councilor Lannamañ’s concerns regarding GFL’s hydraulic fluid spills, stating that the issue is widespread throughout town. Mrs. MacFarlane noted that her neighborhood recently re-sealed its roads, but GFL trucks left hydraulic fluid stains almost immediately. Mrs. MacFarlane reported sending photographic evidence to the Town to address the issue and criticized GFL’s claims that the leaks are merely water runoff, stating that the pink-colored fluid is clearly hydraulic fluid.

Town Manager, Sean O’Keefe, and Town Clerk, John Brock, directed Ms. MacFarlane to the Council meeting packet from January 13, 2025, meeting where a summary of the MPO meeting was already documented.

Mrs. MacFarlane thanked the Council for the information.

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 7:24 p.m. | **Attendees: 27**

Mayor Wells

ATTEST:

John Brock, Town Clerk



**Town Council CIP
Workshop**
January 28, 2025 at 2:00 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 2:00 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 | Morgan Cates, Public Services Director | Rick Thomas, Police Chief | John Brock, Deputy Town Manager / Town Clerk

NEW BUSINESS

1. Discussion: **Capital Improvement Plan (CIP)**

Mayor Graham Wells opened the discussion, and Town Manager, Sean O’Keefe, provided an overview of the CIP’s dual purpose: serving as both a budgeting and planning tool and as a critical document for competitive grant applications. He emphasized that many grant programs require projects to be listed in the CIP for funding consideration.

One of the most significant discussions centered around the Municipal Complex project, which proposes a new facility to house Town Hall, the Police Department, and other municipal functions. Councilor Miles strongly advocated for consolidating the Town Hall Retrofit and Police Station Expansion and Renovation projects into the Municipal Complex project, arguing that spending millions to retrofit aging buildings was an inefficient use of funds. He proposed eliminating separate allocations for Town Hall and the Police Station and instead directing those funds toward designing and constructing a new complex. Mr. O’Keefe supported this approach, suggesting that the project timeline be moved forward to expedite planning efforts. The Council reached a consensus to combine these projects into a single line item in the CIP and accelerate the design phase.

Regarding infrastructure projects, Councilor Miles proposed modifying the Venezia South Second Access project to also include an additional access point for the Talichet community. Mr. O’Keefe confirmed, that instead of handling them as separate initiatives, they would be consolidated into a single project, with implementation staggered between Fiscal Year 2027 and Fiscal Year 2029. Public Services Director, Morgan Cates, acknowledged the need for updated naming and scheduling to reflect these changes.

The Council also discussed taking over and upgrading the Talichet Lift Station. After a discussion involving Mr. Huseman, a resident of the Talichet neighborhood, the Council agreed to include \$150,000 in the current fiscal year, as well as an additional \$150,000 in the next fiscal year to leverage potential grant funding. Councilor Miles urged staff to begin the grant application process immediately, given the typical two-year approval cycle for infrastructure funding.

Another critical discussion focused on Impact Fee Studies. Mr. O’Keefe explained that impact fee rates must be based on documented capital needs, which require periodic studies to justify adjustments. Mayor Pro Tem Everline emphasized the urgency of conducting a new study to ensure the Town secures adequate funding from future development. Councilor Miles noted that the previous Council had already directed staff to conduct impact fee studies over a year ago, specifically for wastewater, stormwater, and roads. However, Mr. O’Keefe reported that consultants had advised against a stormwater impact fee, recommending a stormwater assessment instead. Mayor Wells cautioned that, while studies could justify higher fees, they do not guarantee increased revenue, citing past experiences where proposed fee hikes were ultimately lower than expected. The Council ultimately agreed to move forward with a comprehensive impact fee study, estimated to cost between \$50,000 and \$100,000 per impact fee study, to ensure future development contributes its fair share to infrastructure costs.

Another significant revision to the CIP was the Florida Avenue and Number 2 Road intersection upgrade. Councilor Miles questioned the necessity of this project, prompting Public Services Director Cates to explain that the improvements were intended to accommodate increased truck traffic resulting from the widening of Number 2 Road and the anticipated development of the Hillside Groves development. Mr. O’Keefe added that the upgrade aligns with efforts to reduce truck congestion on SR 19 at South Florida Avenue.

The Water Tower Repair and Repainting project was also debated. While the project had previously been removed from the CIP, Councilor Miles objected to its removal, citing concerns over long-term structural integrity and the tower’s visual impact. Councilor Lannamañ supported reinstating the project, recalling an estimated cost of \$400,000 but acknowledging financial constraints in Fiscal Year 2025. Mr. Cates reported that an engineering assessment had found the structure to be in relatively good condition compared to other similar towers. He recommended keeping the project on the CIP to maintain eligibility for grant funding.

The Council also discussed the potential acquisition of a privately owned wastewater treatment facility to ensure long-term infrastructure sustainability. Mayor Wells suggested initiating discussions with the facility owner to explore purchase options. Councilor Miles argued that securing ownership before approving additional Equivalent Residential Units (ERUs) for new developments would prevent unnecessary expenditures. Mr. O’Keefe confirmed that legal counsel would be engaged to explore acquisition pathways, including phased purchasing or immediate negotiations.

Town Clerk, John Brock, confirmed that the revised CIP would be sent to the Planning and Zoning Board for review, as it is part of the Town’s Comprehensive Plan. After that review, the CIP will return to the Town Council for final approval, with additional discussions expected during the budget cycle. Councilor Arnold emphasized the importance of refining budget forecasts to enhance fiscal planning.

PUBLIC COMMENTS

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

None

ADJOURNMENT

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

The Meeting adjourned at 4:47p.m. | **Attendees: 20**

Mayor Wells

ATTEST:

John Brock, Town Clerk

DRAFT



Date: 2/4/2025

To: Mayor and Town Council

From: Morgan Cates, Public Services Director

Re: Consider and Approval: **FDEM/FEMA Mitigation Grant Funding Contract (Lift Station #2)**

Objective:

To secure FDEM/FEMA Mitigation Grant funding for the Emergency Bypass Pump Project at Lift Station #2.

Summary:

The FDEM/FEMA Mitigation Grant Funding would reduce the Town's Fiscal Impact for Wastewater Lift Station #2 Bypass Pump Project from \$197,035.00 to \$49,258.75.

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 #2 Bypass Pump Project:
 Total Cost: \$197,035.00
 FDEM/FEMA 75%: \$147,776.25
 Howey 25% Share: \$49,258.75

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 #2.

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

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Town of Howey-in-the-Hills
PROJECT #:	4673-104-R
PROJECT TITLE:	Town of Howey-in-the-Hills, Wastewater Lift Station #2, Bypass Pump
CONTRACT #:	H1141
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Morgan Cates Public Works Director 101 N. Palm Ave 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).

COMPLETE	
<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"/>	Copy of the organization’s resolution or charter 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.

Agreement Number: H1141
Project Number: 4673-104-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 17, 2024</u>
Subaward Period of Performance Start and End Date:	<u>October 17, 2024 - October 31, 2027</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$147,776.25</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$147,776.25</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$147,776.25</u>
Federal award project description (see FFATA):	<u>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>Patricia.LaFever@em.myflorida.com</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 N. Palm Ave
 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 17, 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 \$147,776.25.
- 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, 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: **\$ 147,776.25**

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 #2, located in Howey-in-the-Hills, Lake County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-104-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 #2 located at 800 South Palm Avenue, Howey-in-the-Hills, Florida 34737.

The proposed scope of work shall include 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 also includes the installation of a concrete pad and containment system, installation of a fixed diesel-powered bypass pump operated by floats, and the 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 operate 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. The project shall also install two (2) hydromatic submersible non-clog sewage pumps with greater pumping capacity to replace aging non-repairable submersible pumps. This lift station is currently unprotected with no source of backup power during power outages. Any interruption in the electric power supply results in a loss of service and sewer overflow affecting the community. 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.

Project Locations:

ID#	Name	Location	Coordinates
1)	Lift Station #2	800 South Palm Avenue, Howey-in-the-Hills, Florida 34737	(28.705955, -81.770214)

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) Local Building Official Inspection Report and Final Approval.
 - b) 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.
 - c) Certified Letter of Completion, as applicable:
 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.
 - d) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - e) 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 #2, 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 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 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, as applicable.
- 5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

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. Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.

- 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 **4673-104-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 17, 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
Total Period of Performance:	36	Months

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$168,335.00	\$126,251.25	\$42,083.75
Labor:	\$28,700.00	\$21,525.00	\$7,175.00
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$197,035.00	\$147,776.25	\$49,258.75
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$197,035.00	\$147,776.25	\$49,258.75

**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:	\$147,776.25	(75.00%)
Non-Federal Share:	\$49,258.75	(25.00%)
Total Project Cost:	\$197,035.00	(100.00%)

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

- (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 N. Palm Ave

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

PROJECT TYPE: Bypass Pump PROJECT #: 4673-104-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1141

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: _____

TO BE COMPLETED BY THE DIVISION	
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: Bypass Pump PROJECT #: 4673-104-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1141

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

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

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

⁴ 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"/> ADVANCE REQUESTED</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

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

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 #: 4673-104-R
PROJECT TYPE: Bypass Pump CONTRACT #: H1141
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:

Table with 2 columns: Milestone, Dates (estimated). Rows include State Contracting, Closeout Compliance, and Estimated Project Completion Date.

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

H1141
DEM Contract Number

4673-104-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 #: 4673-104-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 147,776.25

OBLIGATION/ACTION DATE: October 17, 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 #2 located at 800 South Palm Avenue, Howey-in-the-Hills, Florida 34737.

The proposed scope of work shall include 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 also includes the installation of a concrete pad and containment system, installation of a fixed diesel-powered bypass pump operated by floats, and the 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 operate 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. The project shall also install two (2) hydromatic submersible non-clog sewage pumps with greater pumping capacity to replace aging non-repairable submersible pumps. This lift station is currently unprotected with no source of backup power during power outages. Any interruption in the electric power supply results in a loss of service and sewer overflow affecting the community. 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.

Project Locations:

ID#	Name	Location	Coordinates
1)	Lift Station #2	800 South Palm Avenue, Howey-in-the-Hills, Florida 34737	(28.705955, -81.770214)

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 _____)

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

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:¹

**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

¹ 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.

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

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
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”² 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.”³ 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,”⁴ 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: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.

RESOLUTION 2025-003

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

WHEREAS, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for

WHEREAS, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

WHEREAS, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staffs fall within the need for a window for greater protection; and

WHEREAS, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

WHEREAS, the Town of Howey-in-the-Hills has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, AS FOLLOWS:

(1). The Town Council of the Town of Howey-in-the-Hills hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the Town Council.

(2). The Mayor and Town Council of the Town of Howey-in-the-Hills, Florida, hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records

exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

(3). The Town Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis, Senator Keith Truenow and Representative Taylor Yarkosky, the Lake County League of Cities, and the Florida League of Cities (FLC).

(4). 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 10th day of February, 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 legal sufficiency.

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



ZONING MEMORANDUM

February 05, 2025

Prepared for
Town of Howey-in-the-Hills
Attn: Sean O'Keefe, Town Manager



229 Messina Place: Swimming Pool, Deck, and Screen Enclosure Setback Variance Request

Applicant: Marcus Flamingo and Veronica Lucien

Project Description and Background:

The applicant submitted a permit application in December 2024 for a swimming pool permit. The application has not been approved by the Town because none of the proposed structures meet the required rear setbacks. The Town's Land Development Code (LDC) in Sec. 5.01.08 requires that swimming pools, decks, and screen enclosures meet a 10-foot setback from both the rear and side property lines.

The applicant is seeking a variance from the required rear 10-foot setback so that the swimming pool can be located one-foot with the rear setback and so that the deck and screen enclosure can be located 3-feet within the rear setback. This means that the swimming pool would be nine feet from the rear property line and the deck/screen enclosure would be seven feet from the rear property line.

The LDC does not provide for an administrative variance to be approved by Town staff. Therefore, this application must come before the Planning and Zoning Board for recommendation to and then subsequent action by Town Council, as the Board of Adjustment, consistent with LDC Section 4.13.00.

Planning and Zoning Board Recommendation: At their January 23, 2025, public hearing, the Planning and Zoning Board voted with three votes to recommend approval of the requested variance and three votes to recommend denial of the requested variance. Because there are currently six members serving on the Board, and the seventh seat is vacant, this vote results in a tie, which means there is no recommendation for action by the Board. Town Council is still able to consider the request even though there is no Planning and Zoning Board recommended action.



Staff Recommendation: Deny the requested 3-foot variance for the deck and screen enclosure and the one-foot variance for the swimming pool as the request does not meet the standards for a variance required by LDC Section 4.13.04:

- A. That special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district. **The applicant has not presented special conditions or circumstances in this case that demonstrate there is a need for a variance. Neither the swimming pool nor the deck/screen enclosure have been constructed yet because the permit application has not been approved. The applicant was notified by the Town that the proposed did not meet the required setbacks.**
- B. That the special conditions and circumstances do not result from the actions of the applicant. **No special conditions nor circumstances have been identified by the applicant.**
- C. That literal interpretation of the provisions of this LDC would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this LDC and would work unnecessary and undue hardship on the applicant. **Literal interpretation of the LDC would not work an unnecessary and undue hardship on the applicant as the swimming pool, deck, and screen enclosure have not been built and can be redesigned to meet the setback requirements.**
- D. That the variance created is the minimum variance that will make possible the reasonable use of the land, building or structure. **The proposed swimming pool, deck, and screen enclosure can be redesigned to meet the setback requirements.**
- E. And, that the granting of the variance will be in harmony with the general intent and purpose of this LDC and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare. **It would not be in harmony with the general intent and purpose of the LDC to allow this variance without the applicant demonstrating how the variance standards identified herein are met.**

In granting any variance, the Board of Adjustment may prescribe appropriate



conditions and safeguards in conformity with this LDC. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this LDC.

Motion Examples:

1. Approve the requested 3-foot variance for the deck and screen enclosure and the one-foot variance for the swimming pool as the request meets the standards for variance approval required by LDC Section 4.13.04, or
2. Deny the requested 3-foot variance for the deck and screen enclosure and the one-foot variance for the swimming pool as the request does not meet the standards [specify which standards are not met] for a variance approval required by LDC Section 4.13.04, or
3. Continue the requested 3-foot variance for the deck and screen enclosure and the one-foot variance for the swimming pool pending additional information [specify information needed] from the applicant that shows the request meets the standards for a variance approval required by LDC Section 4.13.04.

Please note: Pursuant to LDC Section 4.13.05 (a), when a variance is granted for residentially zoned property, construction, installation, and initiation of the approved structure or use must occur on or before the first anniversary of the date the variance is granted. The owner must file written notice with the Town Manager that the owner has begun the approved construction, installation, or use at the subject property. If no such notice is filed on or before the first anniversary, and if the Town Council determines that construction, installation, or initiation of the approved structure has not been initiated the Town Council may terminate the approved variance.



VARIANCE APPLICATION

Howey-in-the-Hills

PLEASE PRINT LEGIBLY

Property Owner (if there are multiple owners, please provide all the information on the attached ownership list): _____

Property Owner's Contact Information (If multiple owners, please provide mailing address, daytime phone, and fax and/or email for each owner):

First Owner: Marcus Flamingo
 Mailing Address: 229 Messina Pl.
 Daytime Phone: 609 310 2505
 Fax and/or Email: Scrapbookboxing@gmail.com

Second Owner: Veronica Lucien
 Mailing Address: 229 Messina Pl.
 Daytime Phone: 609 336 1777
 Fax and/or Email: _____

If more than two owners, please attach additional information.

Applicant (If different from owner): _____

1/14 Mailing Address: _____
 Daytime Phone: _____
 Fax and/or Email: _____

If the Applicant does not own the property, or is not the sole owner, please complete the Authorized Agent Affidavit form, attached.

2/14

If the Applicant is Not the Owner of the Property, is the Applicant:

- _____ A Tenant
- _____ An Authorized Agent for the Owner
- _____ Other (please explain): _____

Property's Physical Address: LOT 44 VENEZIA SOUTH
The attached Verified Legal Description Form must also be completed as part of the application.

A survey of the property, showing all current improvements on the site, to scale, is required as part of the application submittal. The survey can be no larger than 11" X 17" in size.

An additional copy of the survey or a site plan drawn to scale should be included as part of the application which specifically shows any improvements that are being requested as part of the variance. Again, this site plan can be no larger than 11" X 17" in size.

Property Information: Tax Parcel ID: _____ Alt Key #: _____

Please identify below the current land uses located on the site and all adjacent properties. For example, land uses would be identified as single family home, office, grocery store, etc.

Subject Site: LOT 44 VENEZA SOUTH

Adjacent property to the North: _____

Adjacent property to the South: _____

Adjacent property to the East: _____

Adjacent property to the West: _____

Does the property currently have:

- Town Water: YES NO
- Central Sewer: YES NO
- Potable Water Well: YES NO
- Septic Tank: YES NO

How long has the current owner owned the property? 6 yr

Please attach property tax records or other documentation to verify how long the current owner has owned the property.

What specific Code requirement is the applicant seeking a variance from?

S.01.08F set back shall be 10 feet from the rear lot line.

What, in the applicant's point of view, are the specific special conditions or circumstances that exist on the property?

What, in the applicant's point of view, is the unnecessary and undue hardship that exists to provide justification for the variance?

To complete the agreed structure of the swimming pool and deck.

The applicant should provide any additional information that may be helpful to the Town in rendering a decision on the requested variance.

Additional information may be necessary. The applicant is required to provide a daytime telephone number where he/she can be reached.

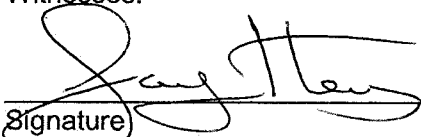
The applicant is required to provide the names and mailing addresses of all property owners within 300 feet of the subject property, in the form of mailing labels. Three (3) sets of labels are required. These names and addresses may be obtained from the Lake County Property Appraiser's Office.

The Town will also provide a sign which must be posted on the subject property, visible from the adjacent right-of-way or road access. The sign must be posted at least one week prior to the Planning and Zoning Board meeting where this application will be on the agenda and the sign must remain posted until the Town Council public hearing.

A \$400 application fee is due and payable at the time this application is submitted to the Town. In addition to this application fee, a \$1,000 review deposit is required. By signing this application, the applicant acknowledges that the \$400 application fee covers advertising costs, mailings, and the time spent on the application by the Town Clerk. The applicant also acknowledges by his/her signature below that he/she understands he or she will be responsible for any additional costs that the Town incurs as a result of having Town consultants review the application. Once those additional costs are paid by the applicant, the Town will return the balance of the \$1,000 review deposit to the applicant. By signing this application, the applicant also acknowledges that he/she understands that variances expire if not acted upon within the timeframes outlined in the Town's Land Development Regulations.

Witnesses:

Applicant:



Signature

Fay Henry

Print Name



Signature

Bradley Braunstein

Print Name



Signature

Marcus Flamingo

Print Name

Please hand deliver completed application and fee to:

Town Clerk
Town of Howey in the Hills
101 N. Palm Avenue
Howey in the Hills, FL 34737

Please make application fee and review deposit checks payable to the Town of Howey in the Hills.

The Town Clerk may be reached at 352-324-2290 or by visiting Town Hall during normal business hours.

FOR TOWN CLERK OFFICE USE ONLY

Date Received: _____

_____ 3 sets of labels attached?
_____ current survey attached?
_____ site plan attached showing proposed improvements?
_____ verified legal description form attached?
_____ authorized agent affidavit attached?
_____ ownership list attached?

APPLICATION NO. _____

Reviewed and Accepted By: _____

Provided to Town Planner on: _____

Planning & Zoning Board meeting date: _____

Town Council meeting date: _____



Ownership List


(must be completed by all owners)

Owner's Name: Marcus Flamingo
Ownership Interest: Co-owner
Mailing Address: 229 Messina Pl Howey in the Hill Fl 34737
Legal Description: _____

[Signature]
Signature

12-10-2024
Date

The foregoing instrument was acknowledged before me on 12/16/2024 by MARCUS FLAMINGO who is personally known to me or has presented DRIVERS LICENSE as identification and who did _____ or did X not take an oath.

Seal  **KIMBERLY M BOHRER**
Notary Public
State of Florida
Comm# HH489099
Expires 2/5/2028


[Signature]
Notary Public

Owner's Name: Veronica Lucien
Ownership Interest: Co-owner
Mailing Address: 229 Messina Pl Howey in The Hills, FL 34737
Legal Description: _____

[Signature]
Signature

12-10-2024
Date

The foregoing instrument was acknowledged before me on 12/16/2024 by VERONICA LUCIEN who is personally known to me or has presented _____ as identification and who did _____ or did X not take an oath.

Seal  **KIMBERLY M BOHRER**
Notary Public
State of Florida
Comm# HH489099
Expires 2/5/2028

[Signature]
Notary Public

MULTIPLE COPIES OF THIS FORM MAY BE MADE AND ATTACHED AS NECESSARY.

December 2024

Greeting to the Neighbors surrounding our address of 229 Messina please Howey-In-The-Hills Fl 34737 Venezia Development. Our family have decided to finally have an in-ground swimming pool placed in our back yard (Lot 44). We have met the protective guidelines concerning small children and animals with an enclosure -cage and partition fence surrounding the property that will have locks securing the pool. A variance has been filed to complete the setback of 7ft, which many developments in lake county allow that will be needed to complete the design of the pool, deck, and enclosure. The Town of Howey in the Hills is asking a 10 ft setback which will remove 3 ft from the design of our pool, deck, and enclosure. Our family is asking for your full support in this matter by signing an "ok" to complete this lifelong dream of ours. It will require your name and address that will be part of our case with the Howey Township Municipal, as well as the HOA. We will be visiting the homes within the radius of 300 ft of our home.

Thank you in advance for your full support.

Marcus and Veronica.

Name	Address
Ethan A. Meyer	230 Messina Place
Alexander Neil	228 Messina Place
[Signature]	224 Messina Place
Alyssa Sutterfield	227 Messina Place
Brad Montgomery	334 Terracotta Terrace
Cassandra Johnston	336 Terracotta Ter
Richard Standifer	225 MESSINA PL.
Joseph A Finelli #	332 Terracotta Ter
[Signature]	231 Messina PL

TOWN OF HOWEY IN THE HILLS LAND DEVELOPMENT CODE
ACCESSORY AND TEMPORARY USES AND STRUCTURES **CHAPTER 5**

12/5/24

- F. Fences and walls shall be erected with the finished side facing out. Posts shall be placed along the inside of the fence. In residential and commercial zoning districts posts shall be securely anchored with concrete. All fencing must be uniform in material, design, and color, except for chain link fencing as allowed in Subsection H. Additions or repairs to existing fences or walls must maintain a uniformity of materials, design and color with that of the existing fence or wall.
- G. With the exception of the Agricultural and Rural Estates zoning districts, electrified fences are prohibited.
- H. Chain link fencing is allowed in Agricultural, Rural Estates, Industrial, Institutional, Recreation I, and Public zoning districts.
- I. The use of barbed wire, razor wire, or the like for fencing is permitted only in the Agricultural, Industrial and Public zoning districts.
- J. Permitted barbed wire or razor wire shall be six (6) feet or more above the ground level. The barbed or razor wire shall be turned, pointed, or directed inward toward the property enclosed by the fence.
- K. Columns for walls may be a maximum of 8 feet in height, or as approved through the architectural review process.
- L. Walls shall be designed with either a stucco or brick finish.

5.01.08 Swimming Pools and Pool Enclosures

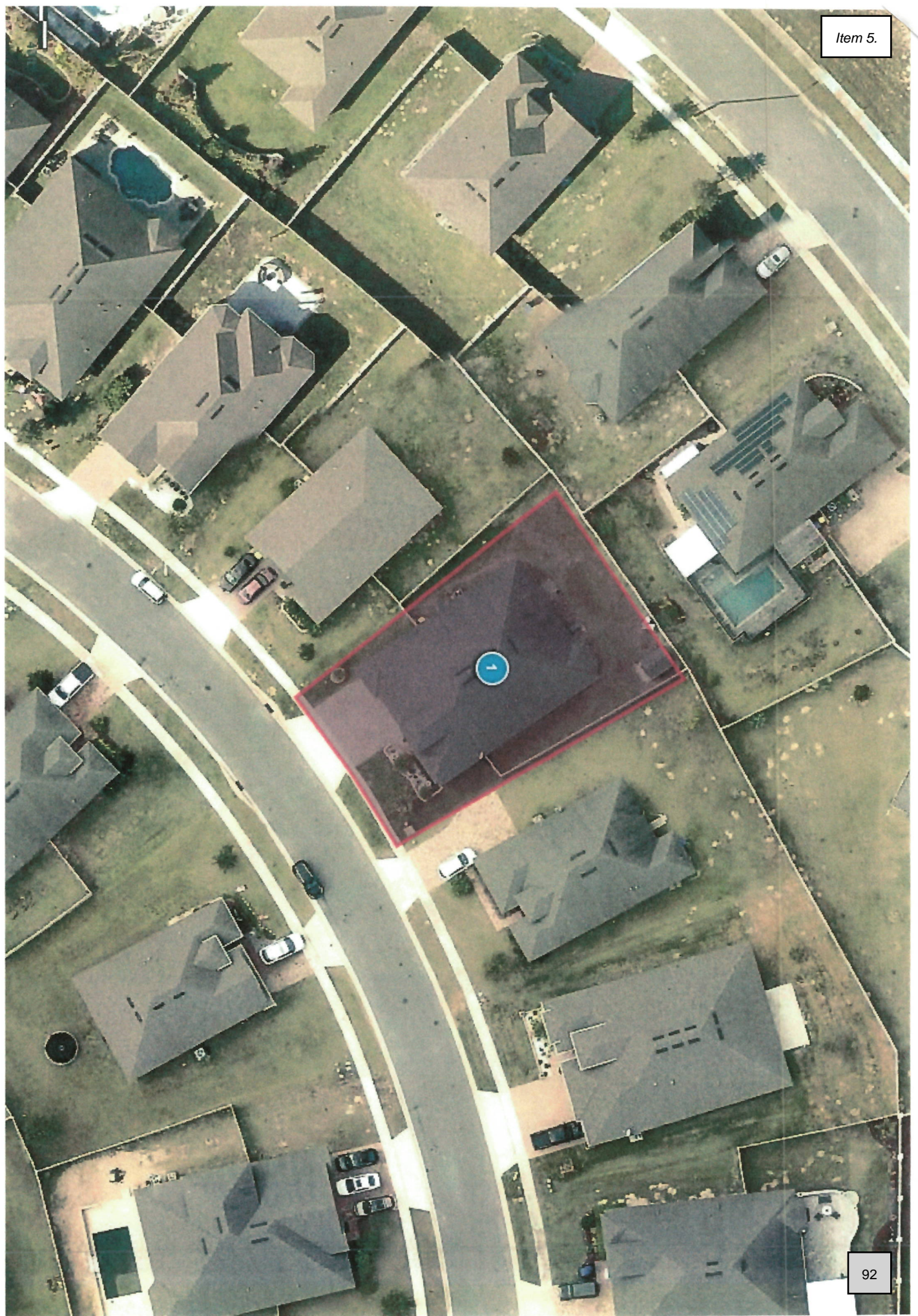
- A. All pools shall provide fencing or enclosures in compliance with the requirements of the Florida Building Code.
- B. A screen enclosure may be installed instead of, or in addition to, a fence or wall, provided that the screen enclosure meets all the following requirements:
 - 1. A pool screen enclosure shall be set back from the side lot line a minimum of ten (10) feet;
 - 2. A pool screen enclosure shall not be closer than ten (10) feet to the rear lot line; and
 - 3. A pool screen enclosure shall not exceed twenty-five (25) feet or the height of the principal structure, whichever is lower.
- C. No overhead electric power lines shall pass over any pool, nor shall any power line be nearer than fifteen (15) feet horizontally or vertically from the pool edge.
- D. Pool equipment may be located within the side yard setback, but not closer than five (5) feet to side yard and ten (10) feet to the rear yard lot lines.
- E. Lights used to illuminate any swimming pool shall be shielded and directed to avoid illumination of adjoining properties.
- F. Pools and pool decks shall meet the following setbacks:
 - 1. All pools and pool decks shall not be located in the front yard;
 - 2. The minimum side setback shall be ten (10) feet from the side lot line; and
 - 3. The minimum rear setback shall be not less than ten (10) feet from the rear lot line.

5.01.09 Storage Sheds

**TOWN OF HOWEY-IN-THE-HILLS
ZONING DISTRICT DIMENSIONAL REQUIREMENTS**

District	Lot Size	Lot Width	Lot Depth	Building Setbacks				Building Height		Floor Area	Max. FAR	Lot Coverage (%)
				Front	Street Side	Side	Rear	Stories	Feet			
Agriculture	2 ac.	150	200	50	50	25	50	2.5	35	1500	.15	
Residential Estate	2 ac.	150	200	50	50	25	50	2.5	35	1500	.15	
Single Family Residential	.5 ac.	100	150	35	35	20	30	2.5	35	1800	.20	
Medium Density Residential 1	15,000 sf	100	120	35	12.5	12.5	25		35	2000		50
Medium Density Residential 2	9000 sf	75	120	25	12.5	12.5	25	2.5	35	1200		50
Neighborhood Commercial	.5 ac	100	150	30	30	20	30	2.5	35	a.	.50	70
Industrial	.5 ac	100	150	30	30	20	30	2.5	35		.60	70
Institutional 1	.5 ac	100	150	30	30	20	30	2.5	35		.25	40
Institutional 2	.5 ac	100	150	30	30	20	30	2.5	35		.25	40
Recreation 1	.5 ac	100	150	30	30	20	30	2.5	35		.20	30
Recreation 2	.5 ac	100	150	30	30	20	30	2.5	35		.20	30
Public	.5 ac	100	150	30	30	20	30	1.0	30		.25	50
Town Center Residential	9000 sf	100		25	25	12.5	30		35	2000		50
Town Center Flex	9000 sf	100		25	25	12.5	30		35	2000		40
Town Center Commercial								2.0	35		2.0	

- a. Maximum building size is 5,000 square feet
- b. Conservation District has no dimensional requirements
- c. Public District allows two stories and 35 feet for facilities other than buildings.



Designer: Paulo Ungaro
 Address: 850 E. Semoran Blvd
 City: Casselberry
 State/Zip: FL 32707
 Phone: (407) 834-7100
 Cell: 407-718-1121
 Email: paulu@bobspools&screens.com
 License #: CPC1457513

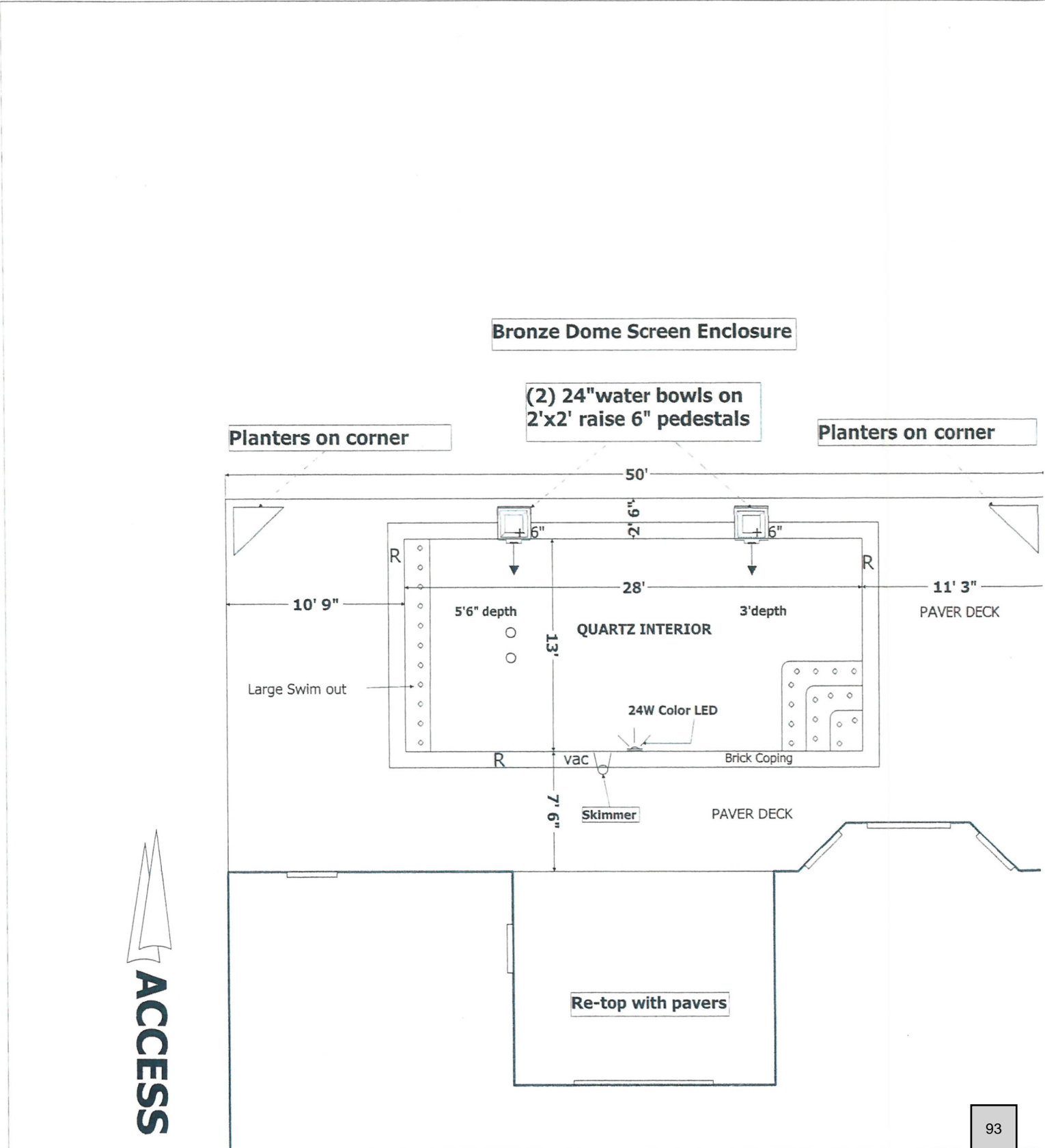
I have reviewed and I give my approval to proceed with the construction of this project.

X

Customer _____ Date _____

Item 5.

ACCESS
 WATER
 METER
 LANAI
 WALLS
 SIDEW.



CS

TH: 8'9"
ER: N/A
: CITY
TION: ON RIGHT
CK ELEVATION:
_ MATERIAL: N/A
ES

REMOVE BEFORE DIG

SOD: 1,138
FENCE: YES
TREE/STUMPS: BY OWNER
CONCRETE: N/A
OTHER: PAVERS BY OWNER

POOL SPECS

SIZE: 13' X 28' SQFT: 364
DEPTH: 3' TO 5'6" PERIMETER: 82
EST. TOTAL GALLONS: 10,500

Item 5.

SPA SPECS

SIZE: N/A
SPA BEAM THICKNESS: N/A
RAISED HEIGHT: JETS: BLOWER:

L.D.S.

ANGLE OF REPOSE: N/A
ELEVATION:
BRANCH: 3"
TRUNK: 2.5"
SUCTION: 2.5"
RETURN: 2.5"
HAUL: YES DROP: N/A

PLUMBING

RETURNS: 3 SKIMMERS: 1
POOL MAIN DRAINS: 2 SPA MAIN DRAINS: N/A
PUMP HP: 1.85 VS AUX HP: N/A
VAC LINES: 1 AUTO FILL/DRAIN: N/A
WATER FEATURES: (2) 24" WATER BOWLS WATER FEATURES: N/A
POOL LIGHTS: (1) 24W COLOR LED SPA LIGHTS: N/A

POOL ENCLOSURE

SCREEN COLOR: BROMZE
STYLE: DOME
STORYS: ONE
APPROX SQFT: 2456
DOORS: 2
ELITE ROOF: N/A

DECK

DECK TYPE: PAVERS COPING: BRICK
DECK SQFT: 882 DECK DRAIN: COLOR TAN
LANAI: INCLUDED BOX DRAIN: N/A
FOOTER LNFT: 116 CONCRETE YD: N/A

Fence LNFT: N/A
Type: N/A
Height: N/A

EQUIPMENT

POOL PUMP: VSFHP185DV2AS 2ND PUMP: N/A
FILTER & SIZE: CS-150 CHLORINATOR: TRU-CLEAR
HEATER: N/A NAT: N/A LP: N/A
HEAT PUMP: JRT3000F BTU: 130 TIMER: SPEEDSET
LIGHT SWITCH: N/A REMOTE: YES AUTOMATION: N/A
BABY FENCE: N/A LNFT: N/A ALARMS: FLOATING

SPECIAL NOTES

- **24" WATER BOWLS WHITE**
- ** 6" RAISED PEDESTALS **
- **TRU-CLEAR SALT SYSTEM **
- **2 PLANTERS ON CORNERS **
- ** QUARTZ POOL INTERIOR **
- **JANDY HEAT PUMP VERSATEMP**

MATERIALS & COLORS

TILE SUPPLIER: KEYSTONE TILE COLOR: CORAL BLUE KM1769
TILE LNFT: 94 STEP TILE: DIAMOND INLAYS
GROUT: DOVE GRAY SPILLWAY: N/A
STONE SUPPLIER: N/A STONE COLOR: N/A
PAVER SUPPLIER: FLAGSTONE PAVER PATTERN: RANDOM
PAVER COLOR: WHITE/TAN/CHARCOAL PAVER SHAPE: VICTORY
COPING: REGULAR BULLNOSE COPING COLOR: WHITE
INTERIOR FINISH: CUSTOM QUARTZ INTERIOR COLOR: CLEAR BLUE

CUSTOMER INFORMATION

NAME: VERONICA LUCIEN & MARCUS FLAMINGO
ADDRESS: 229 MESSINA PLACE
CITY: HOWEY IN THE HILLS STATE/ZIP: FL 34737
PHONE: 609-336-1777 GATE CODE: N/A
EMAIL: VERONICALUCIEN@YAHOO.COM

FIELD SUPER

NAME:
PHONE:

JOB#: 7838 LOT#: 44

SUBDIVISION: VENEZIA SOUTH

BOUNDARY & AS-BUILT SURVEY

DESCRIPTION:(AS FURNISHED)

LOT 44, VENEZIA SOUTH

AS RECORDED IN PLAT BOOK 65, PAGE(S) 92-97, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



ADDRESS:
229 MESSINA PLACE
HOWEY IN THE HILLS, FLORIDA 34737

FOR THE BENEFIT AND EXCLUSIVE USE OF:
MARCUS K. FLAMINGO AND VERONICA E. LUCIEN
1ST 2ND MORTGAGE COMPANY OF N.J., INC.
FIDELITY NATIONAL TITLE INSURANCE COMPANY
OFFICIAL HOME BUILDER OF THE JACKSONVILLE JAGUARS



NOTES:

1. ALL DIRECTIONS AND DISTANCES HAVE BEEN FIELD VERIFIED, INCONSISTENCIES HAVE BEEN NOTED ON THE SURVEY, IF ANY.
2. PROPERTY CORNERS SHOWN HEREON WERE SET/FOUND ON 11-28-17, UNLESS OTHERWISE SHOWN.
3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.

LEGEND:

- CENTERLINE
- - - RIGHT OF WAY LINE
- DRAINAGE FLOW
- XX.XX EXISTING ELEVATION
- A/C AIR CONDITIONER
- CONCRETE
- BRICK PAVERS
- CBW CONCRETE BLOCK WALL
- CNA CORNER NOT ACCESSIBLE
- CP CONCRETE PAD
- CS CONCRETE SLAB
- C/W CONCRETE WALK
- F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY
- F.I.R.M. FLOOD INSURANCE RATE MAP
- FOUND 1/2" IRON ROD NO IDENTIFICATION
- ▲ FOUND NAIL AND DISC LS #7514
- FOUND 5/8" IRON ROD AND CAP LB #7514
- (P) PER PLAT
- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVE
- PCP PERMANENT CONTROL POINT
- PI POINT OF INTERSECTION
- PK PARKER KALON
- POC POINT ON CURVE
- POL POINT ON LINE
- PPC POINT OF REVERSE CURVATURE

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	64.53'	440.00'	8°24'12"	S55°46'56"W	64.48'
C2	372.03'	415.00'	51°21'47"	S64°51'39"W	359.70'
C3	89.82'	415.00'	12°24'04"	S45°22'48"W	89.65'
C4	282.21'	415.00'	38°57'43"	S71°03'41"W	276.80'



Planning & Zoning Board Meeting

January 23, 2025 at 6:00 PM
Howey-in-the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

MINUTES

Board Chair Tina St. Clair called the meeting to Order at 6:02 PM.
Board Chair Tina St. Clair led the attendees in the Pledge of Allegiance to the Flag

ROLL CALL

MEMBERS PRESENT

Board Member Joshua Husemann | Board Member Alan Hayes | Board Member Richard Mulvany | Board Member Shawn Johnson | Vice Chair Frances Wagler | Chair Tina St. Clair

STAFF PRESENT:

April Fisher, Town Planner | Sean O'Keefe, Town Manager | John Brock, Deputy Town Manager / Town Clerk

Town Planner, April Fisher, announced to the members of the public that, due to a last-minute request from the applicant, Agenda Item #4 (Consideration and Recommendation: **Ordinance 2024-012 - Watermark Rezoning**) would not be heard during this meeting. The applicant had changed their request and had addition requested that their item be moved to the February Planning and Zoning Board Meeting for consideration.

CONSENT AGENDA

Routine items are placed on the Consent Agenda to expedite the meeting. If a Planning & Zoning Board Member wishes 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. Consideration and Approval of the October 24, 2024, Planning and Zoning Board Meeting minutes.

Motion made by Board Member Johnson to approve the Consent Agenda; seconded by Board Member Hayes. Motion approved unanimously by voice vote.

Voting

Yea: Board Member Husemann, Board Member Hayes, Board Member Mulvany, Board Member Johnson, Vice Chair Wagler, Chair St. Clair

Nay: None

PUBLIC HEARING

2. Consideration and Recommendation: **229 Messina Pl. Variance Application**

Board Chair Tina St. Clair introduced the next agenda item and turned the discussion over to Town Planner, April Fisher. Mrs. Fisher explained that the applicant had submitted a building permit request for a swimming pool, pool deck, and screen enclosure, which could not be permitted under the Town's Land Development Code due to the requirement for a 10-foot rear and side setback. Since the proposed structures would encroach upon these setbacks, a variance was necessary. Mrs. Fisher stated that the application was evaluated based on the hardship criteria outlined in the Town's regulations, which require the hardship to be related to the land itself and not self-imposed. Upon review, staff determined that the applicant had not provided sufficient evidence of a hardship unique to the property and, as such, recommended denial of the variance request.

The applicant, Veronica Lucien, spoke on behalf of the request, explaining that they were seeking a seven-foot setback rather than the required 10 feet. She presented a petition signed by six neighboring property owners, all of whom expressed no objections to the variance. She also noted that other properties in the community had been approved for five-foot setbacks, which she believed demonstrated precedent for their request. Marcus Flamingo, a co-applicant, further elaborated that, when they purchased the home, their realtor and a pool company assured them that a pool could be built. He also questioned why the Town's setback requirement was significantly larger than neighboring jurisdictions such as Lake County, which requires only five to six feet.

Board Member Hayes presented findings from Lake County's GIS records, which indicated that several similar homes on smaller lots in the area had pools. He asked whether the applicants had consulted their neighbors or researched how others had complied with setback requirements. Mr. Flamingo responded by emphasizing that some of their neighbors had received five-foot and nine-foot setback variances, and he was unsure why they were being held to a different standard. Board Member Mulvany, a licensed contractor, stated that the pool builder should have designed the pool to fit within the required setbacks. He suggested that a minor adjustment to the layout could allow the pool to fit without the need for a variance.

Board Member Johnson expressed frustration over inconsistencies in past variance approvals, stating that other homeowners had received similar variances, and moved to recommend approval of the variance request. Board Member Husemann seconded the motion, agreeing that the Town had previously granted variances for similar properties in the neighborhood. However, Vice Chair Wagler opposed the motion, arguing that the Land Development Code must be upheld and that variances should only be granted for land-related hardships, not homeowner preferences. Town Manager, Sean O'Keefe, reaffirmed that variances should be based on conditions unique to the land, rather than personal circumstances.

Following discussion, the Board conducted a roll-call vote, resulting in a 3-3 tie. With no majority, the Board did not reach a formal recommendation. Town Clerk, John Brock, confirmed that the variance request would still proceed to Town Council for a final decision at their meeting on Monday, February 10, at 6:00 PM.

Motion made by Board Member Johnson to recommend the 229 Messina Pl. Variance Application; seconded by Board Member Husemann. Motion failed by roll call vote. The Board was deadlocked and could not come to a consensus for a recommendation either for or against the variance application.

Voting

Yea: Board Member Husemann, Board Member Johnson, Chair St. Clair

Nay: Board Member Hayes, Board Member Mulvany, Vice Chair Wagler

3. Consideration and Recommendation: **204 W. Myrtle St. Variance Application**

Board Chair Tina St. Clair introduced the next agenda item and turned the discussion over to Town Planner, April Fisher. Mrs. Fisher explained that the pool for this property had already been permitted and constructed. However, the applicant was now requesting a variance to build a screen enclosure, which was not included in the original approval. Unfortunately, an error occurred during the permitting process, where the pool deck was mistakenly approved at 9.5 feet from the rear property line instead of the required 10 feet. The Town has since taken corrective steps to prevent similar errors in the future.

Mrs. Fisher further clarified that the property is subject to the standard 10-foot rear and side setback requirements. Due to the permitting error, she recommended approval of the variance based on the fact that the screen enclosure would align with the already-constructed pool deck, which the Town had approved in error. She also noted that reducing the deck space to accommodate the setback could create a potential hazard, as there would be limited walking space around the pool. Given these circumstances, staff determined that the variance criteria were met, and she recommended approval of the request.

During the discussion, Board Member Husemann questioned the rationale behind the Town's 10-foot setback requirement, noting that Lake County's requirement is only five feet. He expressed concerns that the Town's stricter setback policy was leading to an increasing number of variance requests, particularly in newer subdivisions with smaller lot sizes. Town Clerk, John Brock, clarified that municipalities have the authority to adopt more restrictive land development regulations than the county. Mr. Brock suggested that, if the Board believed the setback requirement should be reduced, they could work with the Town Planner to propose an amendment to the Land Development Code.

Mrs. Fisher agreed, stating that a high number of variance requests often indicates that a code revision may be warranted. Board Vice Chair Wagler added that past subdivision sales tactics had contributed to confusion among homeowners, as sales representatives often promised features that did not comply with Town regulations. She emphasized that, while variance requests should be considered on a case-by-case basis, the Board is not obligated to approve variances simply because they are requested.

Board Member Husemann ultimately expressed support for the variance request, emphasizing that the permitting error created an expectation that the pool deck and enclosure would be allowed as built. Since the error has already been made and the screen enclosure would not significantly alter the property's impact, he moved to recommend approval of the variance request as it meets the variance criteria outlined in LDC Section 4.13.04.

Motion made by Board Member Husemann to recommend the 204 W Myrtle St. Variance Application; seconded by Board Member Johnson. Motion approved unanimously by roll call vote.

Voting

Yea: Board Member Husemann, Board Member Hayes, Board Member Mulvany, Board Member Johnson, Vice Chair Wagler, Chair St. Clair

Nay: None

4. Consideration and Recommendation: **Ordinance 2024-012 - Watermark Rezoning**

This item was removed from the agenda for this meeting at the request of the applicant and will be reviewed during the February Planning and Zoning Board Meeting.

OLD BUSINESS

None

NEW BUSINESS

5. Presentation: **Annual Sunshine Laws / Code of Core Values Presentation**

Town Clerk, John Brock, gave a presentation/training on Sunshine Laws, Ethics, Gifts, and the Town's Code of Core Values to the Board.

PUBLIC COMMENTS

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

None

BOARD COMMENTS

Board Member Husemann brought back up that Lake County allows for only five-foot setback rules and that the Town's Land Development Code requires ten-foot setbacks. Board Member Husemann asked that the Town Planner review the setback rules and make a recommendation in the future to the Planning and Zoning Board that could possibly amend the Town's Land Development Code.

ADJOURNMENT

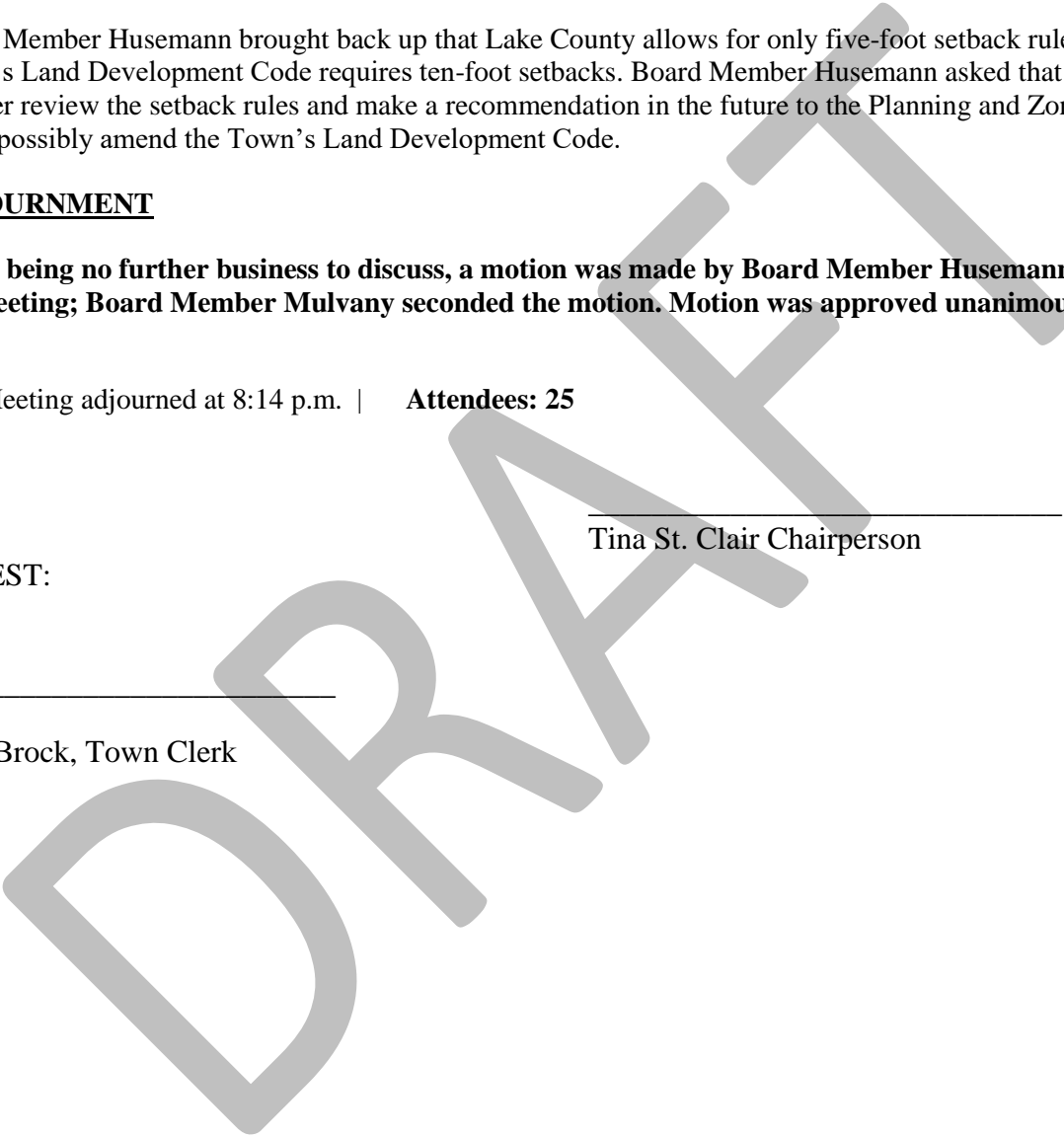
There being no further business to discuss, a motion was made by Board Member Husemann to adjourn the meeting; Board Member Mulvany seconded the motion. Motion was approved unanimously by voice vote.

The Meeting adjourned at 8:14 p.m. | **Attendees: 25**

Tina St. Clair Chairperson

ATTEST:

John Brock, Town Clerk





ZONING MEMORANDUM

February 05, 2025

Prepared for
Town of Howey-in-the-Hills
Attn: Sean O'Keefe, Town Manager



204 W. Myrtle Street: Screen Enclosure Setback Variance Request

Applicant: Joseph L. and Coleen M. B. Lahr

Project Description and Background:

In 2024, a swimming pool permit was approved for 204 W. Myrtle Street. The property owner has since made application for the approval of a screen enclosure to be built surrounding the pool, which is customary. The Town's Land Development Code (LDC) in Sec. 5.01.08 requires that swimming pools, decks, and screen enclosures meet a 10-foot setback from both the rear and side property lines.

The swimming pool was approved with a deck that sits 6 inches into the required rear 10-foot setback. The deck is 9.5 feet from the rear property line. The applicant is not seeking to increase the nonconformity, nor encroach further into the setback area. They are only requesting a variance of 6 inches so that their screen enclosure may be built at the edge of the existing deck surrounding the swimming pool in a manner that will not present a hazard in walking around the pool inside between the screen enclosure and the swimming pool.

The LDC does not provide for an administrative variance to be approved by Town staff. Therefore, this application must come before the Planning and Zoning Board for recommendation to and then subsequent action by Town Council, as the Board of Adjustment, consistent with LDC Section 4.13.00.

Please note, Town staff has taken corrective action so that moving forward, reviews of swimming pool, deck, and screen enclosure applications meet the required 10-foot setback from both the rear and side property lines prior to approval.

Planning and Zoning Board Recommendation: At their January 23, 2025, public hearing, the Planning and Zoning Board voted unanimously (6-0) to recommend approval of the requested variance.



Staff Recommendation: Approve the requested 6-inch variance for the screen enclosure as it meets the standards for a variance approval required by LDC Section 4.13.04:

- A. That special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district. **The special circumstances in this case are that the applicant is seeking to build the screen enclosure within the footprint of an existing deck previously approved by the City. Building the screen enclosure closer to the swimming pool would create a walking hazard between the enclosure and the swimming pool.**
- B. That the special conditions and circumstances do not result from the actions of the applicant. **The applicant had a reasonable expectation that the screen enclosure would be able to be built on the approved pool deck.**
- C. That literal interpretation of the provisions of this LDC would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this LDC and would work unnecessary and undue hardship on the applicant. **Building the screen enclosure closer to the swimming pool would create a walking hazard between the screen enclosure and the swimming pool, which would be an unnecessary and undue hardship.**
- D. That the variance created is the minimum variance that will make possible the reasonable use of the land, building or structure. **The applicant is only requesting a variance of 6 inches so that their screen enclosure may be built at the edge of the existing deck surrounding the swimming pool. This represents the minimum variance that will make reasonable use.**
- E. And, that the granting of the variance will be in harmony with the general intent and purpose of this LDC and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare. **Building the screen enclosure closer to the swimming pool would create a walking hazard between the screen enclosure and the swimming pool. Granting this variance is in harmony with the general intent and purpose of the LDC and is not detrimental to the public welfare.**



In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this LDC. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this LDC.

Motion Examples:

1. Approve the requested 6-inch variance for the screen enclosure as it meets the standards for a variance approval required by LDC Section 4.13.04, or
2. Deny the requested 6-inch variance for the screen enclosure as it does not meet the standards for variance approval [specify which standards are not met] required by LDC Section 4.13.04, or
3. Continue the requested 6-inch variance for the screen enclosure pending additional information [specify information needed] from the applicant that shows the request meets the standards for a variance approval required by LDC Section 4.13.04.

Please note: Pursuant to LDC Section 4.13.05 (a), when a variance is granted for residentially zoned property, construction, installation, and initiation of the approved structure or use must occur on or before the first anniversary of the date the variance is granted. The owner must file written notice with the Town Manager that the owner has begun the approved construction, installation, or use at the subject property. If no such notice is filed on or before the first anniversary, and if the Town Council determines that construction, installation, or initiation of the approved structure has not been initiated the Town Council may terminate the approved variance.



VARIANCE APPLICATION

Howey-in-the-Hills

PLEASE PRINT LEGIBLY

Property Owner (if there are multiple owners, please provide all the information on the attached ownership list): Joseph L & Coleen M B Lahr, 204 W Myrtle St, Howey in the Hills 34737

Property Owner's Contact Information (If multiple owners, please provide mailing address, daytime phone, and fax and/or email for each owner):

First Owner: Joseph L & Coleen M B Lahr

Mailing Address: 204 W Myrtle St, Howey in the Hills 34737

Daytime Phone: (856) 906-3998

Fax and/or Email: cblahr@gmail.com

Second Owner: N/A

Mailing Address: N/A

Daytime Phone: N/A

Fax and/or Email: N/A

If more than two owners, please attach additional information.

Applicant (If different from owner): Atlas Pools of Central FL (Richard Vyce)

Mailing Address: 3028 Kananwood Ct Suite 1008, Oviedo, FL 32765

Daytime Phone: 407 242-5958

Fax and/or Email: richardv@atlaspoolsofcentralfl.net

If the Applicant does not own the property, or is not the sole owner, please complete the Authorized Agent Affidavit form, attached.

If the Applicant is Not the Owner of the Property, is the Applicant:

N/A A Tenant

N/A An Authorized Agent for the Owner

N/A Other (please explain): N/A

Property's Physical Address: 204 W Myrtle St, Howey in the Hills 34737

The attached Verified Legal Description Form must also be completed as part of the application.

A survey of the property, showing all current improvements on the site, to scale, is required as part of the application submittal. The survey can be no larger than 11" X 17" in size.

An additional copy of the survey or a site plan drawn to scale should be included as part of the application which specifically shows any improvements that are being requested as part of the variance. Again, this site plan can be no larger than 11" X 17" in size.

Property Information: Tax Parcel ID: 26-20-25-0400-D04-00900 Alt Key #: 1257522

Please identify below the current land uses located on the site and all adjacent properties. For example, land uses would be identified as single family home, office, grocery store, etc.

Subject Site: single family home

Adjacent property to the North: single family home

Adjacent property to the South: Street (W Myrtle St)

Adjacent property to the East: Empty Lot (owned by Joseph L & Coleen M B Lahr)

Adjacent property to the West: Street (S Florida Ave)

Does the property currently have:

- Town Water: x YES NO
- Central Sewer: x YES NO
- Potable Water Well: YES NO
- Septic Tank: YES NO

How long has the current owner owned the property? 8/8/2023

Please attach property tax records or other documentation to verify how long the current owner has owned the property.

What specific Code requirement is the applicant seeking a variance from?

10' Screen Enclosure Setback to the back or side yard.

The applicant is looking for a 6" screen variance to put the screen enclosure

on the back of the pool deck as intended in the original pool permit.

What, in the applicant's point of view, are the specific special conditions or circumstances that exist on the property?

The Pool Permit was approved and built with a 9.5' back or side yard setback.

What, in the applicant's point of view, is the unnecessary and undue hardship that exists to provide justification for the variance?

The owner designed the pool deck with 2' of walking space between the pool

and the screen to be able to walk around the pool. 1'6" of space will create a

danger of falling into the water while walking around the pool deck,

The applicant should provide any additional information that may be helpful to the Town in rendering a decision on the requested variance.

The pool project permit was submitted with the screen enclosure indicated on the pool plan and the permit was approved.

The owner just wants to get their screen enclosure installed in accordance with approved pool permit plan and installed pool. If the owner had known of the issue they would have moved the pool in 6" closer to the house

Additional information may be necessary. The applicant is required to provide a daytime telephone number where he/she can be reached.

The applicant is required to provide the names and mailing addresses of all property owners within 300 feet of the subject property, in the form of mailing labels. Three (3) sets of labels are required. These names and addresses may be obtained from the Lake County Property Appraiser's Office.

The Town will also provide a sign which must be posted on the subject property, visible from the adjacent right-of-way or road access. The sign must be posted at least one week prior to the Planning and Zoning Board meeting where this application will be on the agenda and the sign must remain posted until the Town Council public hearing.


A \$400 application fee is due and payable at the time this application is submitted to the Town. In addition to this application fee, a \$1,000 review deposit is required. By signing this application, the applicant acknowledges that the \$400 application fee covers advertising costs, mailings, and the time spent on the application by the Town Clerk. The applicant also acknowledges by his/her signature below that he/she understands he or she will be responsible for any additional costs that the Town incurs as a result of having Town consultants review the application. Once those additional costs are paid by the applicant, the Town will return the balance of the \$1,000 review deposit to the applicant. By signing this application, the applicant also acknowledges that he/she understands that variances expire if not acted upon within the timeframes outlined in the Town's Land Development Regulations.

Witnesses:

Applicant:



Signature



Signature




Print Name



Print Name



Signature



Print Name

Please hand deliver completed application and fee to:

Town Clerk
Town of Howey in the Hills
101 N. Palm Avenue
Howey in the Hills, FL 34737

Please make application fee and review deposit checks payable to the Town of Howey in the Hills.

The Town Clerk may be reached at 352-324-2290 or by visiting Town Hall during normal business hours.

FOR TOWN CLERK OFFICE USE ONLY

Date Received: _____

_____ 3 sets of labels attached?
_____ current survey attached?
_____ site plan attached showing proposed improvements?
_____ verified legal description form attached?
_____ authorized agent affidavit attached?
_____ ownership list attached?

APPLICATION NO. _____

Reviewed and Accepted By: _____

Provided to Town Planner on: _____

Planning & Zoning Board meeting date: _____

Town Council meeting date: _____

Construction Legend

- Autofill
- Air Line
- Bubbler
- Bypass Return
- Commercial Floor Return
- Channel Main Drain (Pool Floor)
- 10" Main Drain (SPA Floor / Sidewall)
- Deck Jet
- A&A ECO Floor Nozzle
- Wall Return
- Pool Cleaner Line
- Leaf Canister
- Over Flow Line
- Parascope
- Light Pool / SPA
- LED Light Pool / SPA
- Nichless Light Pool / SPA
- Skimmer
- Therapy Jet
- Umbrella Sleeve
- Volleyball Sleeve

Plumbing Sizes:

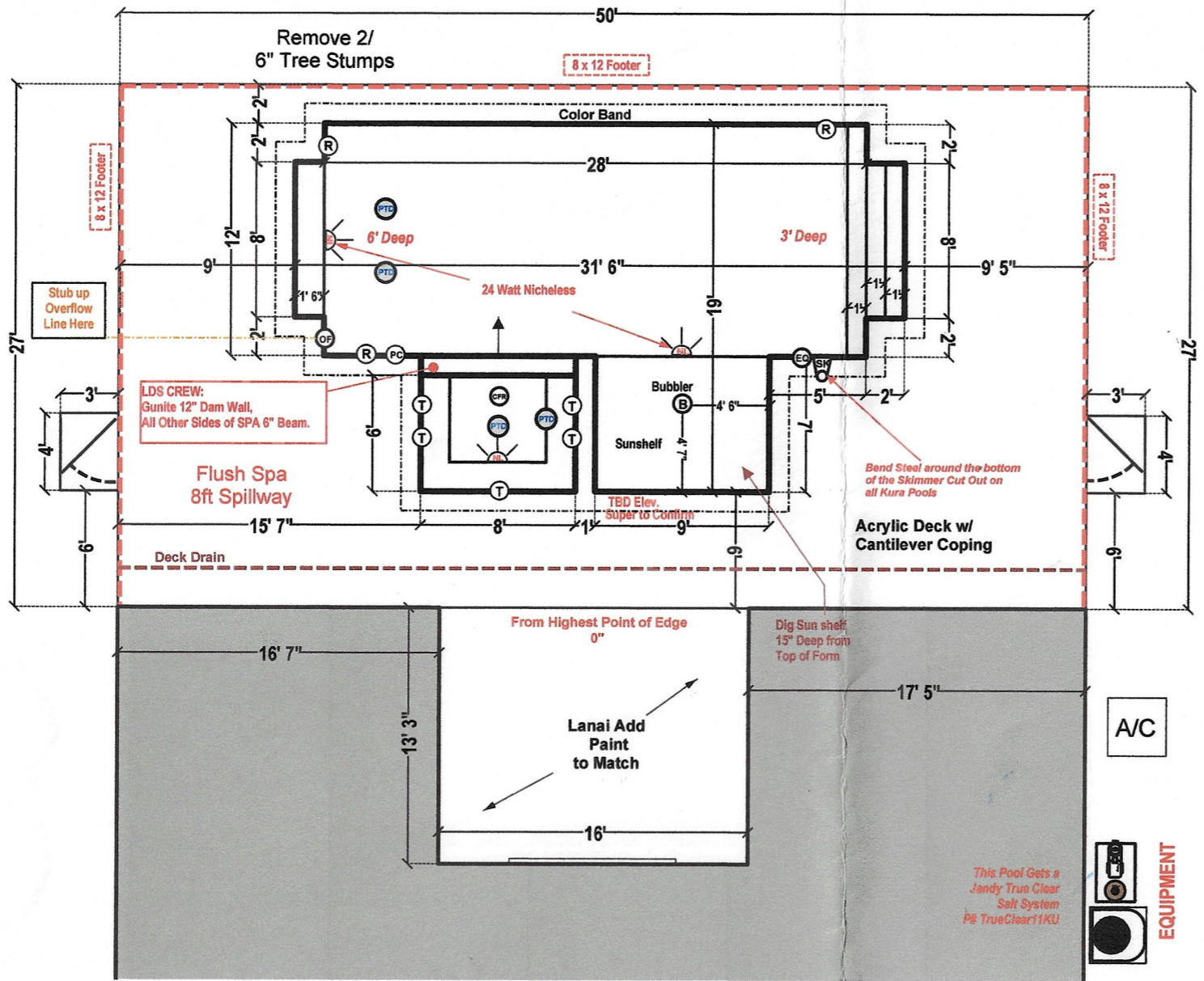
- Pool & SPA
- Pool & Spa Main
- Branch Lines 3" Pipe
- Pool Main Drain & Spa Main Drain Trunk Lines Are 2.5" Pipe
- Pool Return & Spa Therapy Trunk Lines Are 2" Pipe

ORIGINAL: 6-6-24



Reviewed for Code Compliance
Matt Fretwell

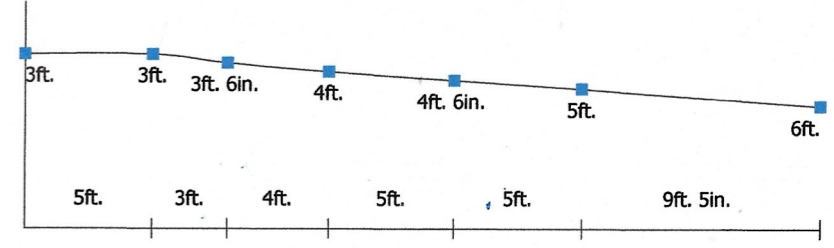
**Pre-Plumb SPA
6" Bond Beam on SPA**



1 Construction Plan

Scale: 1/8" = 1' - 0"

Finish Pool Depth Profile



Customer Int. _____

Pool Specifications

STYLE: Rectangle
 PERIMETER: 101' AREA: 427 sqft
 WIDTH: 19' LENGTH: 31' 6"
 DEPTH: 3' 0" X 6' 0"
 M.D: 2 - 3" RTNS: 3 Wall
 SKIM: 1 - 2.5" LIGHT: 2 - 24w
 DOUBLE STEEL: N/A P.C.: Plumb In
 WELL WATER: N/A GALLONS: 9906
 NOTES: _____

SPA Specifications

STYLE: Rectangle
 AREA: 48 sqft PERM: 28"
 T-JETS: 4 RTNS: 1 - CFR
 LIGHT: 1 - 12w M.D: 2 - 3"
 SPILLWAY: 8" TYPE: Tile
 HEIGHT: Level BLOWER: 1 - HP
 NOTES: _____

Tile Specifications

+6" --- +12" --- +18" ---
 +24" --- +30" --- +36" ---
 DECK JETS: --- BUBBLER: 1
 SHEERS: ---
 WATER BOWL: ---
 FACE TILE: 129 Inft
 STEP TILE: _____

Misc. Options

OUTLETS: _____ GAS LINE: _____
 CHASE PIPE: _____ HOSE BIBB: _____
 SUMMER KIT: N/A
 STUCCO: _____ COLOR: _____
 STONE: _____ COLOR: _____
 COUNTERTOP: _____
 APPLIANCES: _____

Screen / Fence

ROOF SQ: 1350 TYPE: dome
 WALL SQ: 988 WALL HGT: 9' 6"
 ELITE ROOF: --- FAN BEAM: ---
 SCREEN COLOR: BRONZE
 KICKPLATE: ---
 FENCE TYPE: --- HGT: ---
 LENGTH: --- COLOR: ---
 GATES: ---

Deck Specifications

TYPE: Acrylic Deck w/ Cantilever Coping
 DIMENSIONS: 27' x 50' AREA: 867 sqft
 FOOTER: 102' COPING: 115'
 DRAIN: 40' CONCRETE RISER: ---
 PATIO: 58 sqft Paint FENCE: ---
 TURN DOWN DECK EDGE:
 +6" --- +12" --- +18" ---
 +24" --- +30" --- +36" ---
 NOTES: _____

Equipment

PUMP: VS FHP HP: 1.85
 FILTER: CS SQ: 250
 PUMP 2: --- HP: ---
 CHLOR: TC 11 KU OZONE: ---
 POOL SWEEP: ---
 HEAT PUMP: JRT 3000R
 GAS HEATER: --- TYPE: ---
 CONTROLS: IQ904 PS
 AUTOFILL & DRAIN: N/A
 NOTES: 5 - Window / Door Alarms

Color Selections

POOL: W.E. Picasso Blue
 TILE: Noble NS60 695 6x6 Porcelain
 TILE GROUT: 09 Grey
 STEP TILE: ---
 STEP TILE PTRN: ---
 DECK COLOR: Fog 5173
 DECK PTRN: Acrylic Texture
 COPING: Cantilever-
 COLOR BAND: Billowing Clouds 5493
 FLOORHEAD: TBD
 DECK DRAIN COLOR: White Painted

Site Specifications

DIG TYPE: Dig & Haul / Shuttle
 ELEVATION: TBD YARDS: 26
 NOTES: _____

Designer

DESIGNER: John P
 CONTRACT DATE: 6-1-24
 APPROVED BY: JW
 DATE: 6-6-24



LIC# CPC1457614

Builder / Customer: Ryan & Alyssa True Job Address: _____
 Street: 558 Via Bella CT County: _____ City: _____ Zip: _____
 City: Howey in The Hills State: FL Block: _____ Lot #: _____
 Zip: 34737 Home #: _____ PB: _____ PG: _____
 Cell # 509-768-2801 Work #: _____ Subdivision: _____
 Email: ryontrue12@outlook.com Job # _____

**Building Memories
One Pool at a Time**

2751 Old Winter Garden Road,
Ocoee FL 32732
407-337-7007
www.KuraDesignPools.com

JOB NAME
Lahr Family

HOMEOWNERS RESPONSIBILITIES: PRIOR TO START OF CONSTRUCTION ALL LANDSCAPING, SPRINKLER SYSTEMS, AND ANY UNFORESEEN STUMPS IN AREAS OF ACCESS AND POOL CONSTRUCTION MUST BE REMOVED BY HOMEOWNER...IF POOL IS TO HAVE A GAS HEATER OF ANY TYPE, ARRANGE FOR DELIVERY OF STORAGE TANK AND OR HOOKUP IS THE RESPONSIBILITY AND EXPENSE OF THE HOMEOWNER...AS IS ANY RESODDING OR LANDSCAPING.
AFTER THE CONSTRUCTION DEPARTMENT COMPLETES AN INSPECTION AND ASSESSES THE SITE, SOME CHANGES MAY BE REQUIRED. (I.E. RETAINING WALL DUE TO SLOPE OF YARD, HOUSE SETBACKS, AND UTILITY EASEMENTS). POOL CONTRACT PRICE WILL THEN BE ADJUSTED ACCORDINGLY IF ANY ADDITIONAL IS REQUIRED. HOMEOWNER/HOME BUILDER IS RESPONSIBLE FOR HAVING DECK TREATED FOR TERMITE PROTECTION AFTER DECK HAS BEEN FORMED.

FINAL PLACEMENT OF MAIN DRAINS, SKIMMER, RETURNS, DECK-O-DRAIN, AND EQUIPMENT TBD BY ATLAS POOLS.

ANY PREVIOUS DRAWINGS, SKETCHES, PICTURES OR 3-D RENDERINGS SHOWING POTENTIAL POOL PROJECTS ARE VOID.

IT IS UNDERSTOOD BY THE HOMEOWNERS THAT WHEN PURCHASING BOTH A SPA AND A SEPARATE WATER FEATURE FOR THE POOL, THAT BOTH OF THESE ITEMS WILL NOT RUN AT THE SAME TIME UNLESS YOU PURCHASE A SECOND PUMP/MAIN DRAIN SYSTEM TO OPERATE THEM INDEPENDENTLY _____

IT IS UNDERSTOOD BY THE HOMEOWNERS THAT WHEN YOU ARE INSTALLING YOUR OWN WINDOW/DOOR ALARMS, CHILD SAFETY FENCING, OR YARD FENCE FOR THE CHILD SAFETY REQUIREMENTS, THAT THESE MUST BE DONE TO CODE AND PRIOR TO THE POOL COMPANY APPLYING THE POOL FINISH TO YOUR POOL. ATLAS POOLS NOT TO BE LIABLE FOR THESE ITEMS.

ATLAS POOLS OF CENTRAL FLORIDA, Item 6.
3024 KANANWOOD CT., SUITE 1016, OVIEDO, FL 32765
(407) 273-4600 (407) 366-4600 Fax (407) 366-5023
WEB SITE: <http://www.atlaspoolsofcentralfl.com> CPC1457252

POOL: MAX. WIDTH: 13' FT. MAX. LENGTH: 26' FT. DEPTH 3.5' TO 5'
POOL: SURFACE AREA: 338 SQFT. PERIMETER: 70 LF

SPA: SURFACE AREA: N/A SQFT. PERIMETER: N/A LF

PREP WORK
EXCAVATION TYPE: 8' Machine Access
REMOVAL OF DIRT: 8' Bobcat Shuttle
MISC: _____
REMOVAL OF STUMPS: # N/A SIZE: N/A
REMOVAL OF CONCRETE: N/A PAVERS: N/A
FENCE TO BE REMOVED BY: Homeowner
FENCE TO BE REPLACED BY: Homeowner

DECKING
TYPE: Concrete: Texture/Paint 573 SF
TOP EXISTING: N/A SF
OTHER: _____ SF
DECK-O-DRAIN: 28 LF
FOOTERS: YES _____ NO
SIZE: _____ LF

STRUCTURAL WORK
"ANGLE OF REPOSE" ENGINEERING: N/A
BEAM SIZE: 6"

TURNDOWN: 6" N/A LF 12" 8 LF
18" N/A LF 24" N/A LF

RAISED BEAMS
6" N/A LF | 12" 8 LF | 18" N/A LF | 24" N/A LF

STEP RISERS: 6" N/A LF 12" 4 LF
18" N/A LF 24" N/A LF

SUNSHELF
SHALLOW END: 1ST STEP: 54 2ND STEP: N/A
BUBBLER? N/A ANCHOR? N/A
OTHER LOCATION AND DEPTH: N/A

CANTILEVER (TOTAL): 82 LF
OTHER EDGE: N/A LF
COLOR BAND: YES _____ NO

STEPS / SWIMOUT OVER 30 LF: N/A LF
ADDITIONAL BENCH: N/A
DECO TILES: N/A

EQUIPMENT & ACCESSORIES
FILTER: Pentair CCRP SIZE: 200
MAIN PUMP: Pentair Intelliflo VSF 3 HP
ADD'L PUMPS: N/A
LIGHTS: # 3 TYPE Color LED Globrites

THERAPY SPA
INSIDE N/A OUTSIDE N/A SIZE N/A SF
INCLUDES: BENCH, & # N/A JETS
RETURN FOR SPA: FLOOR: N/A WALL: N/A
LIGHT: # N/A BRAND: Pentair TYPE: Color Globrite
DAM WALL: 1 FT. SPILLWAY N/A " WIDE
POOL/SPA CONTROL: Pentair EasyTouch 4 & Screen Logic
BLOWER: N/A
HEATER: PROPANE N/A BTUS N/A
NAT. GAS N/A BTUS N/A

CHLORINATOR Pentair IntelliChlor IC40
CLEANER: Valved Line Only
HEAT PUMP: N/A
SOLAR PANELS # N/A SIZE N/A AUTO N/A
WATER FEATURES:
(1) 48" Sheer Waterfall
SAFETY FENCE: N/A LF
FENCE IS: PAVERS _____ DIRT _____ AUTO GATE: YES _____ NO _____

TOTAL GALLONAGE-POOL APPROX: 8500
TOTAL GALLONAGE-SPA APPROX: _____

WINDOW/DOOR ALARMS # N/A
MISC: Pre-Wire 80amp For Heatpump

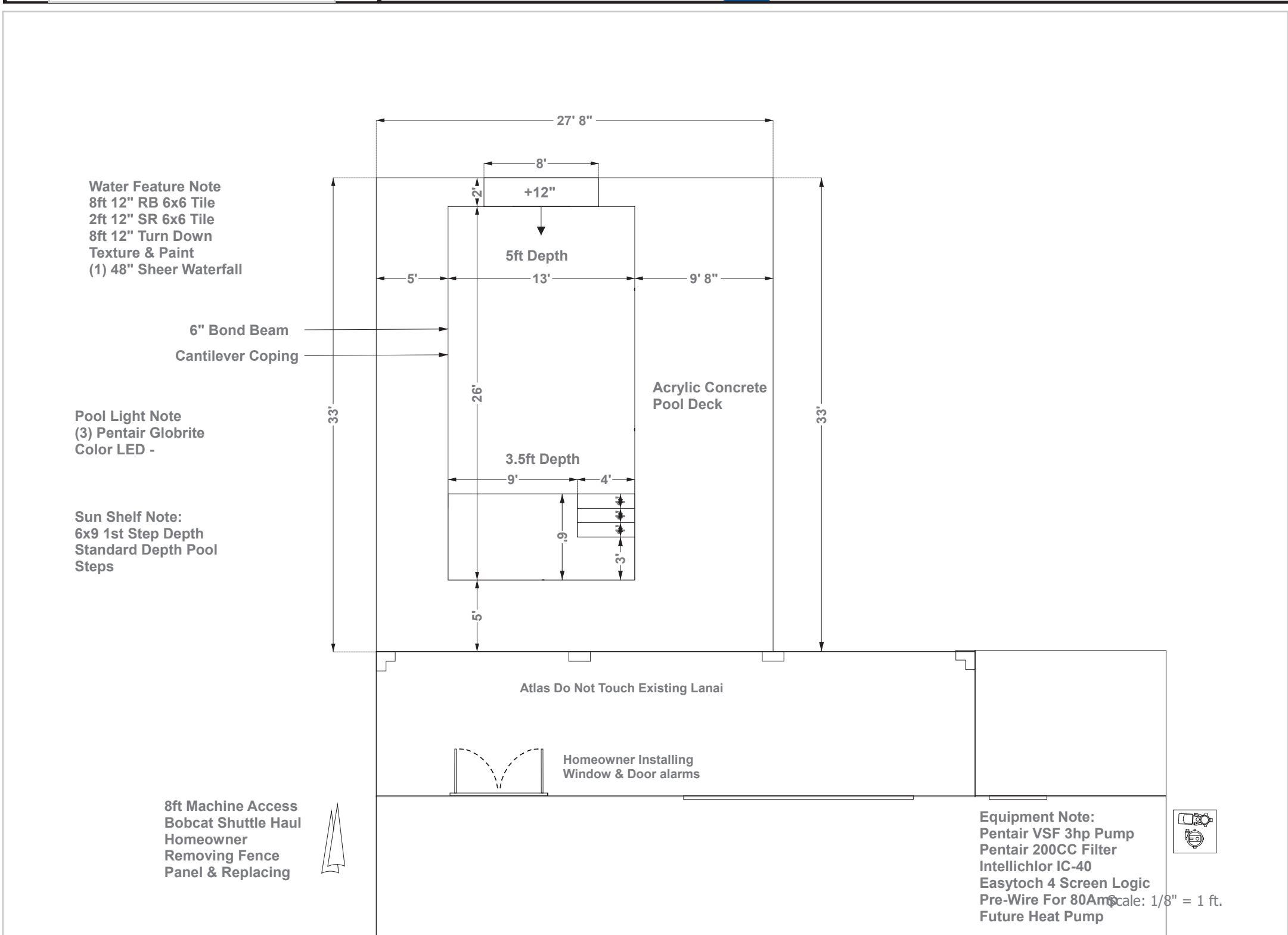
PLUMBING RUN: POOL 46 / SPA _____
ELECTRIC RUN (METER TO EQUIP) 60 LF

BUYER PLEASE INITIAL: BUYERS APPROVE THE ABOVE SPECIFICATIONS AND EQUIPMENT LOCATION: cbt

PREPARED BY: Brad Chambers ORIGINAL CONTRACT DATE: 07/13/2024
NAME: Joseph & Coleen Lahr
ADDRESS: 204 W. Myrtle St. CITY: Howey In The Hills ZIP 34737
CELL PHONE: 856-906-3998 WORK: _____ HOME _____
EMAIL: cblahr@gmail.com
PERMIT TO BE SECURED FROM: Howey In The Hills

LOT: 7,8 BLOCK: D-4 SUBDIVISION: Howey, Palm Gardens
PLAT BOOK: 12 PAGES: 11 PR OF Lake

CUSTOMERS SIGNATURE: Coleen Barrielli Lahr DATE: 7/22/2024
E92502874EEF4B7...
CUSTOMERS SIGNATURE: _____ DATE: _____



SCALE: 1/8" = 1'0"	SCREEN ENCLOSURE: 33' X 27'-8"	STYLE: Dome	COLOR: Bronze	WALL HGT: 10'	DOORS: 2-48"	DOOR PADS: N/A	INSERTS: N/A	FOOTER: N/A	ELITE ROOF: N/A	FAN BEAMS: N/A
--------------------	--------------------------------	-------------	---------------	---------------	--------------	----------------	--------------	-------------	-----------------	----------------



Ownership List

(must be completed by all owners)

Owner's Name: Joseph Lahr
Ownership Interest: Owner
Mailing Address: 204 W. Myrtle St.

Legal Description: HOWEY, PALM GARDENS LOTS 7,8
BLOCK D-4 PB 12, PG 11 ORB 6193, PG 341
PARCEL # 26-20-25-0400-004-00700

Joseph Lahr
Signature

12/31/2024
Date

The foregoing instrument was acknowledged before me on 12/31/24 by Joseph Lahr who is personally known to me or has presented DL as identification and who did or did not take an oath.



FAY HENRY
Notary Public
State of Florida
Comm# HH491715
Expires 2/12/2028

Fay Henry
Notary Public

Seal

Owner's Name: _____
Ownership Interest: _____
Mailing Address: _____
Legal Description: _____

Signature

Date

The foregoing instrument was acknowledged before me on _____ by _____ who is personally known to me or has presented _____ as identification and who did _____ or did _____ not take an oath.

Notary Public

Seal

MULTIPLE COPIES OF THIS FORM MAY BE MADE AND ATTACHED AS NECESSARY.

Boundary Survey

Legal Description:

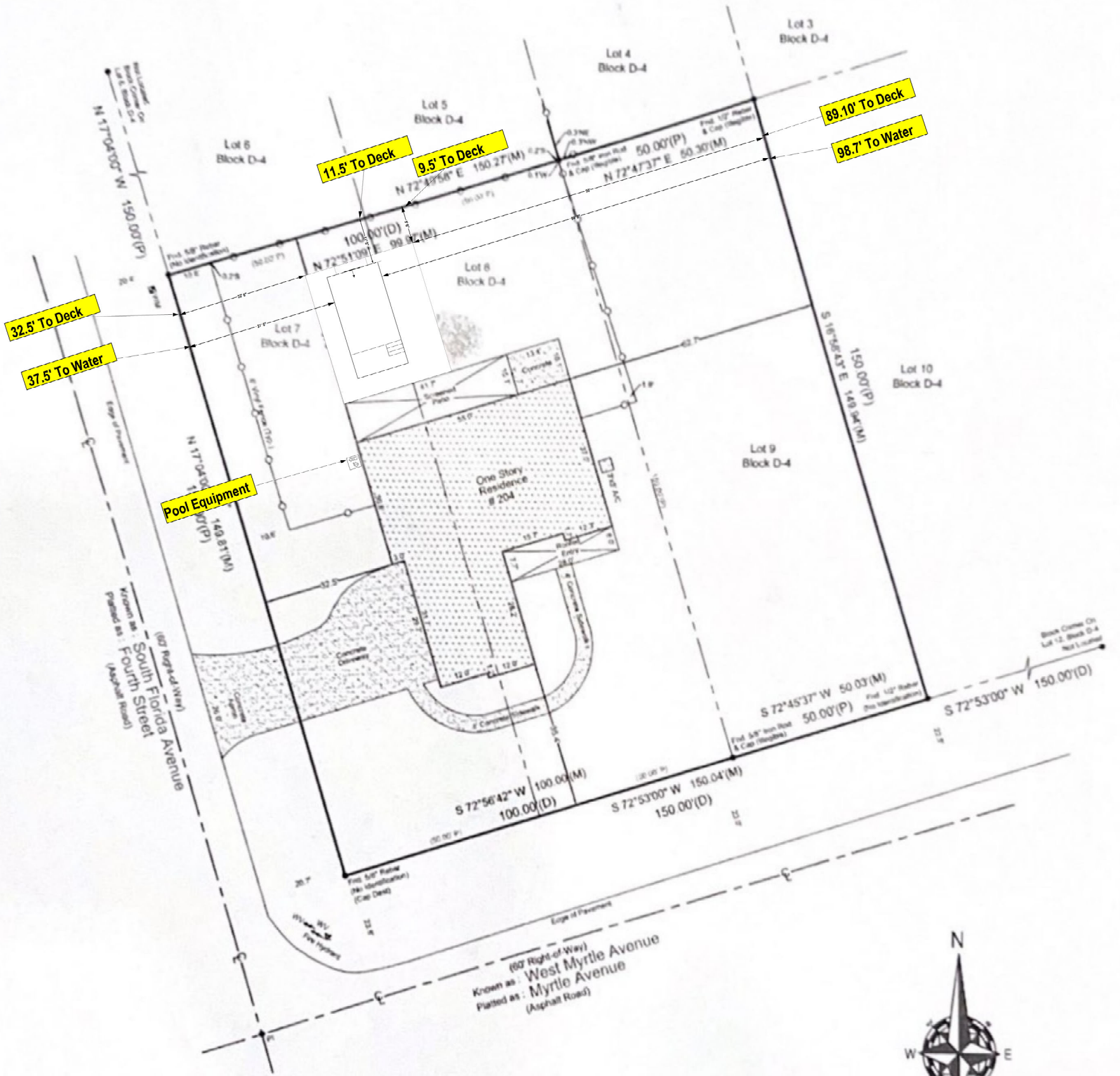
Lots 7, 8 and 9, Block D- 4, Palm Gardens, Howey-in-the-Hills, Florida, according to plat thereof as recorded in Plat Book 12, Page 11, of the Public Records of Lake County, Florida.

Flood Disclaimer:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE . THIS PROPERTY WAS FOUND IN TOWN OF HOWEY IN THE HILLS, COMMUNITY NUMBER 120585, DATED 2012-12-18.

CERTIFIED TO:

JOSEPH L. LAHR AND COLEEN M. BARRICELLI LAHR; OS NATIONAL LLC; TITLE RESOURCES GUARANTY COMPANY; MICHIGAN MUTUAL, INC. DBA MIMUTUAL; ITS SUCCESSORS AND/OR ASSIGNS; AS THEIR INTERESTS MAY APPEAR



Graphic Scale
Scale: 1"=30'

Field Date: 07/25/23	Date Completed: 07/28/23	<p>-Notes-</p> <ul style="list-style-type: none"> >Survey is Based upon the Legal Description Supplied by Client. >Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus. >Subject to any Easements and/or Restrictions of Record. >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB". >Building Ties are NOT to be used to reconstruct Property Lines. >Fence Ownership is NOT determined. >Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted. >Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies. >Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified. >Flood Zone Determination Shown Hereon is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other information NEITHER known by NOR given to this Surveying Company at the time of this Endeavor. Ireland & Associates Surveying Inc. and the signing surveyor assume NO Liability for the Accuracy of this Determination. 	<p>Revisions</p>	<p>I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown. Based on Information furnished to me as Noted and Conforms to the Standard of Practice for Land Surveying in the State of Florida in accordance with Chapter 17.062 Florida Administrative Codes, Pursuant to Section 477.227 Florida Statutes.</p>																																					
Drawn By: TCK	File Number: IS-120936		<p>-Legend-</p> <table border="0"> <tr> <td>C - Calculated</td> <td>PC - Point of Curvature</td> </tr> <tr> <td>CB - Concrete Block</td> <td>Pg - Page</td> </tr> <tr> <td>CM - Concrete Monument</td> <td>PI - Point of Intersection</td> </tr> <tr> <td>Conc. - Concrete</td> <td>P.O.B. - Point of Beginning</td> </tr> <tr> <td>D - Description</td> <td>P.O.L. - Point on Line</td> </tr> <tr> <td>DE - Drainage Easement</td> <td>PP - Power Pole</td> </tr> <tr> <td>Easmt. - Easement</td> <td>PRM - Permanent Reference Monument</td> </tr> <tr> <td>F.E.M.A. - Federal Emergency Management Agency</td> <td>PT - Point of Tangency</td> </tr> <tr> <td>FFE - Finished Floor Elevation</td> <td>R - Radius</td> </tr> <tr> <td>Fnd. - Found</td> <td>Rac. - Radial</td> </tr> <tr> <td>IP - Iron Pipe</td> <td>R&C - Retain & Cap</td> </tr> <tr> <td>L - Length (Arc)</td> <td>Rac. - Recovered</td> </tr> <tr> <td>M - Measured</td> <td>Rfd. - Roofed</td> </tr> <tr> <td>N&D - Nail & Disk</td> <td>Set - Set 1/2" Rebar & Rebar Cap "LB 7623"</td> </tr> <tr> <td>N.R. - Non-Radial</td> <td>Typ. - Typical</td> </tr> <tr> <td>ORB - Official Records Book</td> <td>UE - Utility Easement</td> </tr> <tr> <td>P - Plat</td> <td>WM - Water Meter</td> </tr> <tr> <td>P.B. - Plat Book</td> <td>Δ - Delta (Central Angle)</td> </tr> <tr> <td>CF - Chain Link Fence</td> <td>○ - Chain Link Fence</td> </tr> </table>	C - Calculated	PC - Point of Curvature	CB - Concrete Block	Pg - Page	CM - Concrete Monument	PI - Point of Intersection	Conc. - Concrete	P.O.B. - Point of Beginning	D - Description	P.O.L. - Point on Line	DE - Drainage Easement	PP - Power Pole	Easmt. - Easement	PRM - Permanent Reference Monument	F.E.M.A. - Federal Emergency Management Agency	PT - Point of Tangency	FFE - Finished Floor Elevation	R - Radius	Fnd. - Found	Rac. - Radial	IP - Iron Pipe	R&C - Retain & Cap	L - Length (Arc)	Rac. - Recovered	M - Measured	Rfd. - Roofed	N&D - Nail & Disk	Set - Set 1/2" Rebar & Rebar Cap "LB 7623"	N.R. - Non-Radial	Typ. - Typical	ORB - Official Records Book	UE - Utility Easement	P - Plat	WM - Water Meter	P.B. - Plat Book	Δ - Delta (Central Angle)	CF - Chain Link Fence	○ - Chain Link Fence
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Authorized Agent Affidavit

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, this day personally appeared Joseph Lahr hereinafter "Owner", and Richard Vyce hereinafter "Applicant", who, being by me first duly sworn, upon oath, depose and says:

1. The Applicant is the duly authorized representative of the Owner, on the real property as described and listed on the pages attached to this affidavit and made a part of hereof.
2. That all Owners have given their full and complete permission for the Applicant to act in their behalf as set out in the accompanying application.
3. That the attached ownership list is made a part of the Affidavit and contains the legal description(s) for the real property, and the names and mailing addresses of all Owners having an interest in said land.

FURTHER Affiant(s) sayeth not.

Sworn to and subscribed before me this 31 day of December, 2024.

[Signature]
 Notary Public
 State of Florida at Large
 My Commission Expires: 2/12/28

[Signature]
 Owner



FAY HENRY
 Notary Public
 State of Florida
 Comm# HH491715
 Expires 2/12/2028

Sworn to and subscribed before me this ___ day of _____, 20__

 Notary Public
 State of Florida at Large
 My Commission Expires: _____

 Owner

Sworn to and subscribed before me this ___ day of _____, 20__

 Notary Public
 State of Florida at Large
 My Commission Expires: _____

 Owner

Sworn to and subscribed before me this ___ day of _____, 20__

 Notary Public
 State of Florida at Large
 My Commission Expires: _____

 Owner



Planning & Zoning Board Meeting

January 23, 2025 at 6:00 PM
Howey-in-the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

MINUTES

Board Chair Tina St. Clair called the meeting to Order at 6:02 PM.
Board Chair Tina St. Clair led the attendees in the Pledge of Allegiance to the Flag

ROLL CALL

MEMBERS PRESENT

Board Member Joshua Husemann | Board Member Alan Hayes | Board Member Richard Mulvany | Board Member Shawn Johnson | Vice Chair Frances Wagler | Chair Tina St. Clair

STAFF PRESENT:

April Fisher, Town Planner | Sean O'Keefe, Town Manager | John Brock, Deputy Town Manager / Town Clerk

Town Planner, April Fisher, announced to the members of the public that, due to a last-minute request from the applicant, Agenda Item #4 (Consideration and Recommendation: **Ordinance 2024-012 - Watermark Rezoning**) would not be heard during this meeting. The applicant had changed their request and had addition requested that their item be moved to the February Planning and Zoning Board Meeting for consideration.

CONSENT AGENDA

Routine items are placed on the Consent Agenda to expedite the meeting. If a Planning & Zoning Board Member wishes 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. Consideration and Approval of the October 24, 2024, Planning and Zoning Board Meeting minutes.

Motion made by Board Member Johnson to approve the Consent Agenda; seconded by Board Member Hayes. Motion approved unanimously by voice vote.

Voting

Yea: Board Member Husemann, Board Member Hayes, Board Member Mulvany, Board Member Johnson, Vice Chair Wagler, Chair St. Clair

Nay: None

PUBLIC HEARING

2. Consideration and Recommendation: **229 Messina Pl. Variance Application**

Board Chair Tina St. Clair introduced the next agenda item and turned the discussion over to Town Planner, April Fisher. Mrs. Fisher explained that the applicant had submitted a building permit request for a swimming pool, pool deck, and screen enclosure, which could not be permitted under the Town's Land Development Code due to the requirement for a 10-foot rear and side setback. Since the proposed structures would encroach upon these setbacks, a variance was necessary. Mrs. Fisher stated that the application was evaluated based on the hardship criteria outlined in the Town's regulations, which require the hardship to be related to the land itself and not self-imposed. Upon review, staff determined that the applicant had not provided sufficient evidence of a hardship unique to the property and, as such, recommended denial of the variance request.

The applicant, Veronica Lucien, spoke on behalf of the request, explaining that they were seeking a seven-foot setback rather than the required 10 feet. She presented a petition signed by six neighboring property owners, all of whom expressed no objections to the variance. She also noted that other properties in the community had been approved for five-foot setbacks, which she believed demonstrated precedent for their request. Marcus Flamingo, a co-applicant, further elaborated that, when they purchased the home, their realtor and a pool company assured them that a pool could be built. He also questioned why the Town's setback requirement was significantly larger than neighboring jurisdictions such as Lake County, which requires only five to six feet.

Board Member Hayes presented findings from Lake County's GIS records, which indicated that several similar homes on smaller lots in the area had pools. He asked whether the applicants had consulted their neighbors or researched how others had complied with setback requirements. Mr. Flamingo responded by emphasizing that some of their neighbors had received five-foot and nine-foot setback variances, and he was unsure why they were being held to a different standard. Board Member Mulvany, a licensed contractor, stated that the pool builder should have designed the pool to fit within the required setbacks. He suggested that a minor adjustment to the layout could allow the pool to fit without the need for a variance.

Board Member Johnson expressed frustration over inconsistencies in past variance approvals, stating that other homeowners had received similar variances, and moved to recommend approval of the variance request. Board Member Husemann seconded the motion, agreeing that the Town had previously granted variances for similar properties in the neighborhood. However, Vice Chair Wagler opposed the motion, arguing that the Land Development Code must be upheld and that variances should only be granted for land-related hardships, not homeowner preferences. Town Manager, Sean O'Keefe, reaffirmed that variances should be based on conditions unique to the land, rather than personal circumstances.

Following discussion, the Board conducted a roll-call vote, resulting in a 3-3 tie. With no majority, the Board did not reach a formal recommendation. Town Clerk, John Brock, confirmed that the variance request would still proceed to Town Council for a final decision at their meeting on Monday, February 10, at 6:00 PM.

Motion made by Board Member Johnson to recommend the 229 Messina Pl. Variance Application; seconded by Board Member Husemann. Motion failed by roll call vote. The Board was deadlocked and could not come to a consensus for a recommendation either for or against the variance application.

Voting

Yea: Board Member Husemann, Board Member Johnson, Chair St. Clair

Nay: Board Member Hayes, Board Member Mulvany, Vice Chair Wagler

3. Consideration and Recommendation: **204 W. Myrtle St. Variance Application**

Board Chair Tina St. Clair introduced the next agenda item and turned the discussion over to Town Planner, April Fisher. Mrs. Fisher explained that the pool for this property had already been permitted and constructed. However, the applicant was now requesting a variance to build a screen enclosure, which was not included in the original approval. Unfortunately, an error occurred during the permitting process, where the pool deck was mistakenly approved at 9.5 feet from the rear property line instead of the required 10 feet. The Town has since taken corrective steps to prevent similar errors in the future.

Mrs. Fisher further clarified that the property is subject to the standard 10-foot rear and side setback requirements. Due to the permitting error, she recommended approval of the variance based on the fact that the screen enclosure would align with the already-constructed pool deck, which the Town had approved in error. She also noted that reducing the deck space to accommodate the setback could create a potential hazard, as there would be limited walking space around the pool. Given these circumstances, staff determined that the variance criteria were met, and she recommended approval of the request.

During the discussion, Board Member Husemann questioned the rationale behind the Town's 10-foot setback requirement, noting that Lake County's requirement is only five feet. He expressed concerns that the Town's stricter setback policy was leading to an increasing number of variance requests, particularly in newer subdivisions with smaller lot sizes. Town Clerk, John Brock, clarified that municipalities have the authority to adopt more restrictive land development regulations than the county. Mr. Brock suggested that, if the Board believed the setback requirement should be reduced, they could work with the Town Planner to propose an amendment to the Land Development Code.

Mrs. Fisher agreed, stating that a high number of variance requests often indicates that a code revision may be warranted. Board Vice Chair Wagler added that past subdivision sales tactics had contributed to confusion among homeowners, as sales representatives often promised features that did not comply with Town regulations. She emphasized that, while variance requests should be considered on a case-by-case basis, the Board is not obligated to approve variances simply because they are requested.

Board Member Husemann ultimately expressed support for the variance request, emphasizing that the permitting error created an expectation that the pool deck and enclosure would be allowed as built. Since the error has already been made and the screen enclosure would not significantly alter the property's impact, he moved to recommend approval of the variance request as it meets the variance criteria outlined in LDC Section 4.13.04.

Motion made by Board Member Husemann to recommend the 204 W Myrtle St. Variance Application; seconded by Board Member Johnson. Motion approved unanimously by roll call vote.

Voting

Yea: Board Member Husemann, Board Member Hayes, Board Member Mulvany, Board Member Johnson, Vice Chair Wagler, Chair St. Clair

Nay: None

4. Consideration and Recommendation: **Ordinance 2024-012 - Watermark Rezoning**

This item was removed from the agenda for this meeting at the request of the applicant and will be reviewed during the February Planning and Zoning Board Meeting.

OLD BUSINESS

None

NEW BUSINESS

5. Presentation: **Annual Sunshine Laws / Code of Core Values Presentation**

Town Clerk, John Brock, gave a presentation/training on Sunshine Laws, Ethics, Gifts, and the Town's Code of Core Values to the Board.

PUBLIC COMMENTS

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

None

BOARD COMMENTS

Board Member Husemann brought back up that Lake County allows for only five-foot setback rules and that the Town's Land Development Code requires ten-foot setbacks. Board Member Husemann asked that the Town Planner review the setback rules and make a recommendation in the future to the Planning and Zoning Board that could possibly amend the Town's Land Development Code.

ADJOURNMENT

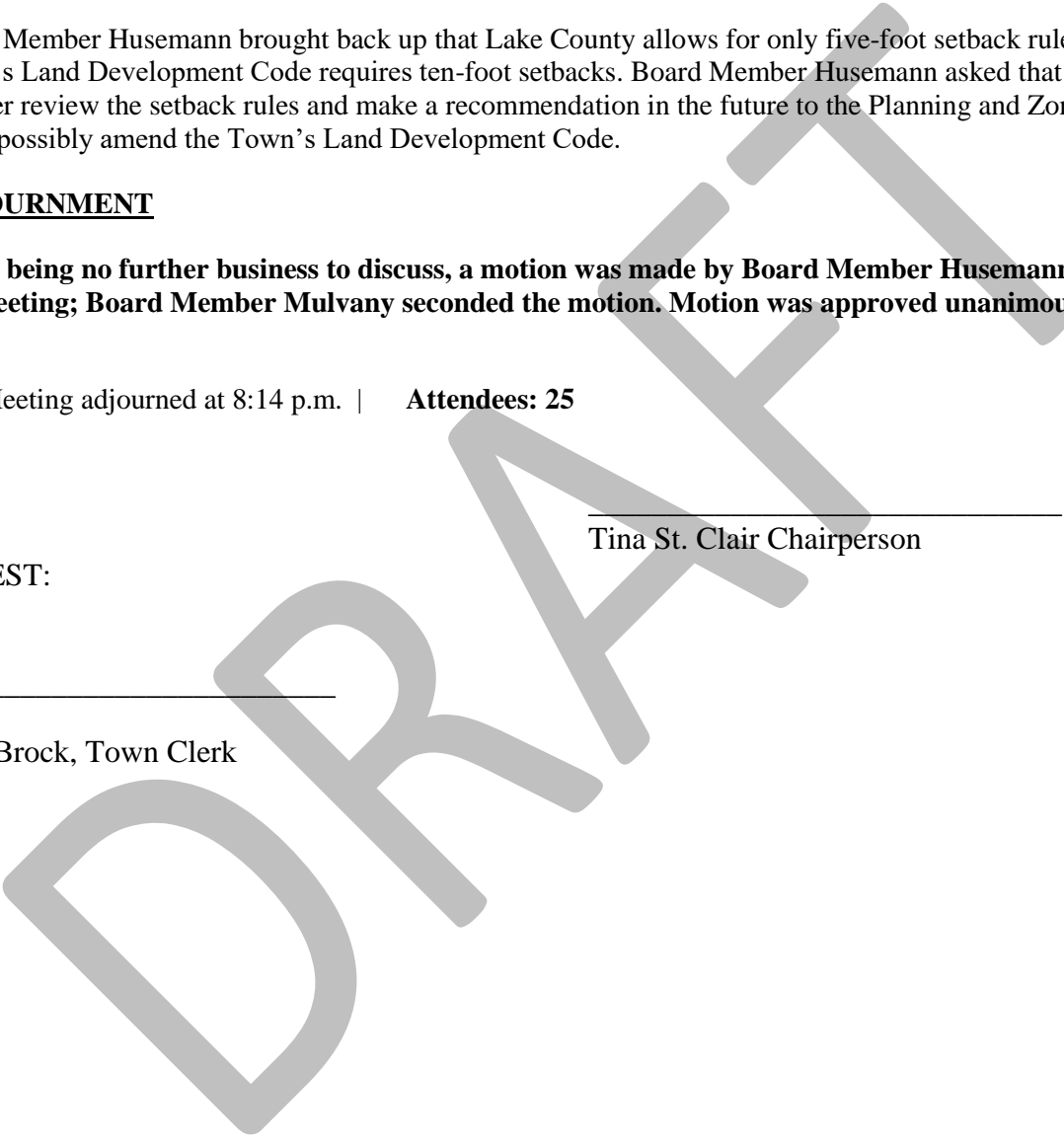
There being no further business to discuss, a motion was made by Board Member Husemann to adjourn the meeting; Board Member Mulvany seconded the motion. Motion was approved unanimously by voice vote.

The Meeting adjourned at 8:14 p.m. | **Attendees: 25**

Tina St. Clair Chairperson

ATTEST:

John Brock, Town Clerk





Date: February 10, 2025

To: Mayor and Town Council

From: John Brock, Deputy Town Manager / Town Clerk

Re: Consideration and Approval: **Selection of Planning and Zoning Board Member**

Objective:

To consider the appointment of Paul Johns to the Planning and Zoning Board for the Town of Howey-in-the-Hills.

Summary:

The Town Council is tasked with appointing members to the Planning and Zoning Board, which plays a critical role in land use and development decisions. Paul Johns, the Chief Operating Officer of Orlando Health South Lake Hospital, has expressed interest in serving on the Planning and Zoning Board. Mr. Johns has experience working with municipal Planning and Zoning Boards through his role in the Hospital Growth Governance Committee Health Science Academy. His background in healthcare administration and strategic planning, combined with his experience in zoning and development matters, make him a well-qualified candidate for this position.

Possible Motions:

The Town Council has the following options:

1. Motions to appoint Paul Johns to the Planning and Zoning Board
OR
2. Motion to deny appointment and direct staff to continue to solicit for Board Member Applications.

Fiscal Impact:

N/A

Staff Recommendation:

Staff does not provide a recommendation on appointments to advisory boards, as such decisions are at the discretion of the Town Council. However, Paul Johns' qualifications, including his leadership experience as Chief Operating Officer of Orlando Health South Lake Hospital and his prior involvement with municipal Planning and Zoning Boards through the Hospital Growth Governance Committee Health Science Academy, are presented for the Council's consideration.

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

Item 7.

Please Print Legibly

Name: PAUL M. Johns Date: 1/24/25

Home Mailing Address: 448 Bellissimo Pl; Howey in the Hills, FL 34737

Home Physical Address: 448 Bellissimo Pl; Howey in the Hills, FL 34737

Florida Drivers License or ID: _____

Phone Number: 352-408-0566 E-mail Address: pjohn@comcast.net

Education: MBA

Business (Name & Type): Orlando Health South Lake Hospital

Business Address: 1900 Don Wickham Dr; Clermont, FL 34711

Business Phone: 352-394-4071 ext. 8000 Position: Chief Operating Officer

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

I have worked with other City/PEZ Boards as part of the Hospital's growth

Professional Organizations: Governance Committee Health Science Academy; Executive

Board Member of Greater Orlando Sports Commission; Vice Chair of Life Stream Board

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

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

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

- | | |
|---|---|
| <input type="checkbox"/> Cemetery Board | <input type="checkbox"/> Police Pension Board |
| <input type="checkbox"/> Historic Preservation Board | <input type="checkbox"/> Utility Advisory Board |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Visioning Committee |
| <input type="checkbox"/> Parks & Recreation Board | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Planning & Zoning Board | <input type="checkbox"/> Other |

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

Name	Address	Phone Number
1 <u>Graham Wells</u>	<u>718 Calabria Way, Howey in the Hills</u>	<u>407-491-7777</u>
2 <u>Jonathon Arnold</u>	<u>303 Terracotta Ter, Howey in the Hills</u>	<u>571-243-6790</u>
3 <u>Dr. David Lew</u>	<u>8210 Cherry Lane Rd, Groveland, FL</u>	<u>352-396-9629</u>

Paul M. Johns
Signature of Applicant

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

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by Brook Date 2/4/2025
 Reviewed by Board N/A
 Appointed by Town Council _____ Date _____



Date: February 10, 2025
To: Mayor and Town Council
From: Sean O’Keefe, Town Manager
Re: Discussion: **Town Donations**

Objective:

To discuss and determine the allocation of the Town’s annual donation budget, currently set at \$2,000, in light of competing requests and to promote transparency in the decision-making process.

Summary:

Historically, the allocation of the annual donation budget has been made at the discretion of the Mayor, with consistent support directed to local scouting organizations. The transition to the manager-council form of government has preserved this tradition, with the Town Manager deferring this choice to the Mayor.

Over the last decade, contributions have been made to the local Boy Scouts Troop and, after the local BSA troop dissolved, the local Troops of St. George. These organizations have provided valuable assistance to the Town by organizing flag services for Memorial Day and Veteran’s Day, as well as assistance during the annual Christmas Festival. On unique occasions, the Town has directed funds to other organizations, such as Lake Cares, the VFW, and the Lake County Firefighters Charity:

FY13: \$1,500 Cub Scouts/Boy Scouts
 FY14: \$1,500 Cub Scouts/Boy Scouts
 FY15: N/A
 FY16: \$1,500 Cub Scouts/Boy Scouts
 FY17: \$150 VFW
 FY18: \$1,000 Cub Scouts/Boy Scouts
 FY19: \$1,500 Cub Scouts/Boy Scouts
 FY20: \$1,500 Cub Scouts/Boy Scouts; \$3,000 Lake County Firefighters Charity for 1946 Fire Truck
 FY21: \$2,196 Lake Cares; \$1,000 Boy Scouts
 FY22: \$2,000 Troops of St. George
 FY23: \$2,000 Troops of St. George
 FY24: \$2,000 Troops of St. George

An alternate request for this year’s donation budget comes from the Howey Garden & Civic Club, which requested at their February meeting that the Town donate \$1,000 to sponsor a full-page advertisement in their 100th-anniversary cookbook. This is a one-time request.

The Mayor has asked for this topic to come to council for consideration and approval.

Fiscal Impact:

There is no fiscal impact beyond the budgeted amount under discussion (\$2,000).

Staff Recommendation:

Without a robust reconsideration from council, staff recommends the continued prioritization of the Town's support for the local scouting organization, which has provided tangible support for key Town events such as flag services, thereby enhancing civic pride and community participation.



MEMO

To: Town Council

CC:

From: John Brock, Town Clerk

RE: January 2025 Month-End Town Hall Report

Date: 02/10/2025

Utility Billing:

Top Utility Bill Bad Debt for January 2025

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	\$1,028.45	504 E Mission Lane
0541-00	\$50.00	01/03/25	Partial payments being made. Phone #s on file not in service. Bank paying \$50 each month. House is empty. Liened.	\$79.28	\$464.54	503 Camino Real Blvd
0310-00	\$100.00	8/27/24	Disconnected for non-payment. Water meter is locked. Liened.	\$184.52	\$328.03	307 E Orchid Way
0479-00	\$0.00		Meter off and locked -	\$70.30	\$197.69	103 Sixth Ave
0083-00	\$314.02	12/13/24	Disconnected - Owner was notified of past due.	\$129.30	\$118.76	101 S Palm Ave

Building Permits:

PERMITS	OCT 24	NOV 24	DEC 24	TOTAL Q1	JAN 24	TOTAL Q2
Talichet - SFR	0	0	0	0	0	0
Venezia TH SFR	0	0	0	0	0	0
Independent - SFR	0	0	0	0	0	0
Bldg Com. (Sign)	1	0	0	1	1	1
Building	1	3	1	5	0	0
Doors	1	0	0	1	0	0
Electrical	3	3	2	8	3	3
Fence	1	3	2	6	3	3
Gas	2	0	1	3	2	2
HVAC / Mechanical	4	2	1	7	3	3
Plumbing	0	2	0	2	0	0
Pool/Decks	1	2	2	5	1	1
Re-Roof	6	2	7	15	7	7
Screen Enclosure	0	2	0	2	1	1
Shed or Workshop	3	1	2	6	0	0
Solar	2	0	1	3	0	0
Windows	0	1	4	5	0	0
Monthly Totals	25	21	23	69	21	21
<i>Monthly Permit Amount</i>	<i>\$9,789.77</i>	<i>\$8,248.42</i>	<i>\$20,615.86</i>	<i>\$38,654.05</i>	<i>\$7,835.47</i>	<i>\$7,835.47</i>
CO: Talichet - SFR	0	0	0	0	0	0
CO: Venezia Townhome	0	6	5	11	0	0
CO:Independent - SFR	0	0	0	0	0	0

Activity Log Event Summary (Cumulative Totals)

Howey-in-the-Hills PD
(01/01/2025 - 01/31/2025)

<No Event Type Specified>	4	Abandoned 911	3
Abandoned Vehicle	1	Alarm Activation	2
Alarm Activation - Business	2	Animal Complaint	4
Anti-Social Behavior	46	Arrest	4
Assault & Battery	4	Assist other Agency- Alarms	1
Assist other Agency- Back-up	7	Assist other Agency- In Progress calls	4
Assist other Agency- Other	4	Assist other Agency- Traffic	6
Attempt to Contact	3	Baker Act	1
Baker Act-Juvenile	1	Be on the look-out- BOLO	1
Case Follow-Up	5	Citizen Assist	16
Civil Complaint-Legal Advice	2	Civil Complaint-Legal Advice - Business	1
Disabled Vehicle (DAV)	3	Disturbance	2
Disturbance - Domestic	2	Found / Lost Property	1
Fraud Investigation	1	Golf Cart Registration	1
Juvenile Complaint	1	Mental Health Illness	1
Patrol	295	Patrol-Busines	2
Patrol-School	190	Property Check SRO	35
Property Check-Boat Ramp	30	Property Check-Business	69
Property Check-Residence	6	Property Check-Schools/Govt. Bldg.	33
Property Check-Town Property	135	Public Relations	6
Reckless Driver	2	School Threat	1
Security Check Request	2	Sick/Injured Person	7
Suspicious Incident	9	Suspicious Person	7
Suspicious Vehicle	1	Tag - Lost/Stolen	1
Theft - Grand/Petit	2	Traffic Control	3
Traffic Crash	5	Traffic Stop-Civil Citation	52
Traffic Stop-Criminal Citation	2	Traffic Stop-warning	69
Traffic Watch	75	Training-	4
Warrant	2	Well Being Check	2

Total Number Of Events: 1,181



Town Council Open Monthly Case Report

01/01/2025 - 01/31/2025

Case Date	Parcel Address	Violation Type	Violation Type	Main Status	Date Closed
1/31/2025	303 TERRACOTTA TER	Irrigation	Water	Open	
1/31/2025	528 AVILA PL	Irrigation	Water	Open	
1/29/2025	805 N LAKESHORE BLVD	Irrigation	Water	Open	
1/29/2025	109 E MAGNOLIA AVE	Irrigation	Water	Open	
1/29/2025	112 E PALMETTO AVE	Irrigation	Water	Open	
1/28/2025	566 VIA BELLA CT	Irrigation	Water	Open	
1/22/2025	900 N CITRUS AVE	Irrigation	Water	Open	
1/22/2025	639 AVILA PL	Irrigation	Water	Open	
1/22/2025	801 N LAKESHORE BLVD	Irrigation	Water	Open	
1/16/2025	121 E MAGNOLIA AVE	Tree Removal Permit	Zoning Chapter 7	Closed	
1/15/2025	212 E MAGNOLIA AVE	Parking	Parking	Open	
1/14/2025	204 E CYPRESS AVE	Parking	Parking	Closed	1/29/2025
1/8/2025	112 E PALMETTO AVE	Boat Parking	Parking	Closed	1/8/2025
1/8/2025	133 E CENTRAL AVE	Junk	Property Maintenance	Closed	1/15/2025
1/7/2025	108 E CEDAR ST	Parking	Parking	Open	

Case Date	Parcel Address	Violation Type	Violation Type	Main Status	Date Closed
1/7/2025	210 N PALM AVE	Parking	Parking	Closed	1/30/2025
1/7/2025	105 E OAK ST	Parking	Parking	Open	
1/3/2025	107 SIXTH AVE	Junk Car	Property Maintenance	Open	
1/2/2025	131 E PALMETTO AVE	Junk Vehicle	Property Maintenance	Open	

Total Records: 19

2/3/2025



Town Council Closed Monthly Case Report

01/01/2025 - 01/31/2025

Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	204 E CYPRESS AVE	Parking	Parking	1/14/2025	1/29/2025
Closed	112 E PALMETTO AVE	Boat Parking	Parking	1/8/2025	1/8/2025
Closed	133 E CENTRAL AVE	Junk	Property Maintenance	1/8/2025	1/15/2025
Closed	210 N PALM AVE	Parking	Parking	1/7/2025	1/30/2025
Closed	400 N PALM AVE	No Building Permit	Permits	12/31/2024	1/13/2025
Closed	130 E CEDAR ST	Overgrowth	Property Maintenance	12/31/2024	1/13/2025
Closed	1010 N LAKESHORE BLVD	Temporary Sign	Zoning Chapter 5	12/26/2024	1/13/2025
Closed	200 S PALM AVE	No Tree Permit	Zoning Chapter 7	10/30/2024	1/2/2025
Closed	552 AVILA PL	Irrigating on the wrong days.	Water	7/18/2024	1/16/2025
Closed	602 NAPOLI WAY	LDC-Chapter 5 (Sheds)	Zoning Chapter 5	1/2/2024	1/16/2025

Total Records: 10

2/3/2025



Public Works

January 2025 – Monthly Report

Activity	Location/ Address	Notes
Road Maintenance / Potholes		
Stormwater/Drainage		
Street Signs		Stop sign and post replaced at W. Oak St and N. Palm Ave
Sidewalk Maintenance/Repair		
Building Maintenance		
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 have continued trimming trees along N. & S. Palm Ave and throughout Town Tree contractor has removed dead tree located at 500 E Camellia Way
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.
 - Boardwalk construction is 100% completed. Boardwalk contractors are working on punchout list and cleanup.
 - Awaiting Engineer Inspection Letter and Building Official Final Inspection.
 - Tentative Sara Maude Boardwalk Reopening and Rededication Ceremony scheduled for March 7th, 2025.

- **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.

- Town Staff is awaiting Final Replat with property signature to present to Town Council.

Item 12.



Date: January 31, 2025
To: Mayor and Town Council
From: Morgan Cates
Re: GFL Meeting Update

Summary:

Below is a recap of the meeting Town staff had with GFL on January 30, 2025, to discuss recent complaints from residents regarding hydraulic leaks on Town streets coming from GFL trucks throughout Town. The GFL Administration stated they have taken the following steps over the past 2-3 Months to help alleviate hydraulic leaks and truck breakdowns.

GFL has hired a Maintenance Manager Tim Mourer, Tim and his team have been diligently replacing all of the Hydraulic lines on their fleet to cut down on the spills. Furthermore, the GFL Administration stops each truck every morning in their pre-trip lane where they have the driver run his hydraulic pump and operate his arms/packer. They assured us they do not let any trucks leave the yard if we see any leaks. These steps alone have been a huge benefit in reducing the number of spills.

GFL also makes sure that every truck has a spill kit before leaving the yard. All their drivers are regularly trained in spill containment and cleanup of hydraulic and oil spills.

GFL has reorganized their report staff within the past month, this has allowed GFL to respond more quickly to resident issues and a reduction in complaints at the Town Hall has been considerably reduced.

Lastly, GFL has contracted with a spill response vendor (BP Auto Spa) who can respond to a spill site within the hour to clean up any spills. The spill response vendor always takes pictures before and after and follows up with the homeowners and Public Works to make sure they are satisfied with their work.

GFL will be sending their spill cleanup vendor out to Venezia and Talichet to clean up any of the oil that's there.



Public Utilities

January 2025– Monthly Report

Activity	Location/ Address	Notes
Locates	Throughout Town	137 utility locates
Service Orders	Throughout Town	46 service orders
Repairs	Throughout town	Replaced Fire Hydrant at North Lakeshore and Mission Lane

Town of Howey-in-the-Hills

Financial Report for Period December 2024

Item 15.

GENERAL FUND REVENUES 1

Account Description	Account	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	YTD %	Annual Budget
Ad Valorem Taxes	311100	200,000	200,225	225	1,395,000	1,394,837	(163)	87%	1,601,518
U.S.T. - Electricity	314100	11,000	16,475	5,475	39,146	47,977	8,831	29%	167,000
U.S.T. - Water	314300	7,560	7,143	(417)	22,680	21,006	(1,674)	23%	90,721
U.S.T. - Propane	314800	200	179	(21)	450	425	(25)	17%	2,500
CST - Communications Services Tax	315100	5,800	6,984	1,184	16,967	20,489	3,522	30%	68,348
Town Business Tax Receipt	321100	100	60	(40)	1,020	2,120	1,100	96%	2,200
Admin Fee (Town - 100%)	322102	0	598	598	0	598	598		0
Developer Fees Pd to Town	322201	9,800	0	(9,800)	9,800	0	(9,800)	0%	117,500
Variance Fees	322202	700	400	(300)	2,100	400	(1,700)	5%	8,000
Thompson Grove Development Fees	322218	0	0	0	0	400	400		0
Building Permit Technology Fee	322309	0	598	598	0	598	598		0
Franchise Fee - Electric	323100	9,000	11,877	2,877	33,000	36,263	3,263	26%	139,000
Franchise Fee - Sprint Tower Lease	323202	3,420	3,386	(34)	10,260	10,158	(102)	25%	41,042
Franchise Fee - Gas	323400	420	501	81	1,108	1,553	445	31%	5,000
Franchise Fee - Solid Waste	323700	142	200	58	982	580	(402)	34%	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
State Grant - Public Safety	334200	7,000	8,130	1,130	7,000	8,130	1,130	116%	7,000
State Grant - Other Physical Environment	334390	0	0	0	0	0	0	0%	121,069
State Revenue Sharing Proceeds	335125	4,661	3,861	(800)	13,817	12,411	(1,406)	19%	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	10,703	703	30,255	30,190	(65)	25%	123,063
Lake County Water Authority Grant - Stormwater	337310	0	0	0	0	0	0	0%	82,280
Library Interlocal Agreement	337710	4,530	5,601	1,071	13,590	20,843	7,253	38%	54,354
Library Expansion - Impact Fees Funds	337720	0	0	0	0	0	0	0%	20,707
Lake County Business Tax Receipt	338200	41	0	(41)	41	0	(41)	0%	500
Interest from Tax Collector	338900	0	0	0	0	0	0	0%	10
Public Record Requests	341901	25	0	(25)	75	0	(75)	0%	300
Smoker Rental - non refundable	341903	50	0	(50)	150	(100)	(250)	-17%	600
Lien Search Charges	341920	420	230	(190)	1,260	1,000	(260)	20%	5,000
School Resource Officer Services	342910	100,000	100,984	984	100,000	100,984	984	50%	201,434
Outside Security Services	342960	2,300	1,719	(581)	6,900	9,390	2,490	78%	12,000
Boat Ramp Decals	343920	330	105	(225)	990	210	(780)	5%	4,000
Golf Cart Permits	343930	85	0	(85)	255	25	(230)	3%	1,000
Miscellaneous Sales	343999	75	0	(75)	85	0	(85)	0%	900
State Reimbursement, Street Lighting	344990	0	0	0	0	0	0	0%	6,688
Library copies/Faxes	347101	85	104	19	255	205	(50)	20%	1,000
Service Charge - Special Events	347400	30	35	5	130	485	355	121%	400
Court Fines & Forfeits	351100	830	726	(104)	2,490	2,158	(332)	22%	10,000
Library - Fines	352100	65	63	(2)	196	230	34	29%	800
Interest Earnings	361100	1,680	1,568	(112)	5,040	5,033	(7)	6%	80,000
Pd Vest Grant	363400	0	0	0	0	0	0	0%	2,500
Sale - Cemetery Lots	364100	0	1,100	1,100	1,000	7,760	6,760	776%	1,000
Donation Historic Board	366930	42	0	(42)	126	0	(126)	0%	500
Donations - Special Events	366990	1,000	0	(1,000)	3,000	1,070	(1,930)	9%	12,000
SETTLEMENTS	369300	0	0	0	0	0	0	0%	500
Miscellaneous Revenue	369900	0	2,569	2,569	0	2,569	2,569		0
Reimbursement of Electricity Expense	369901	0	0	0	0	1,000	1,000		0
Police Fees Collected	369910	0	10	10	300	1,206	906	402%	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
Total General Fund Revenues		381,391	386,134	4,743	1,720,938	1,752,336	31,398	52%	3,371,768

NOTE; THE FIGURES IN THIS REPORT ARE CORRECT AT THE DATE SHOWN BUT ARE NOT AUDITED

*Estimated figures for funds not received at the date of this report are marked in:

2/10/2025

Town of Howey-in-the-Hills Financial Report for Period December 2024

Item 15.

GENERAL FUND EXPENDITURE SUMMARY 1		Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Var %	Annual Budget
Legislative	511000	3,175	2,109	1,066	7,845	7,370	474	3%	245,259
Financial And Administrative	513000	23,669	17,713	5,956	64,991	54,783	10,208	19%	295,607
Other General Government	519000	68,793	55,886	12,907	177,980	140,746	37,234	24%	575,558
Police	521000	114,574	100,115	14,459	353,939	322,340	31,599	25%	1,275,431
Code Enforcement	524000	9,558	6,379	3,179	23,410	19,962	3,448	21%	93,956
Stormwater Maintenance	538000	0	0	0	0	0	0	0%	259,250
Public Services	539000	18,111	6,007	12,104	53,176	34,576	18,601	17%	201,086
Transportation	541000	8,732	5,085	3,648	50,548	45,328	5,220	43%	105,480
Cemetery	542000	218	154	64	468	493	(25)	20%	2,430
Library	571000	16,594	15,296	1,298	46,982	44,773	2,209	23%	192,976
Parks & Recreation	572000	5,942	257	5,685	22,425	16,567	5,858	22%	74,500
Historical Preservation	573000	2,016	250	1,766	5,336	250	5,086	1%	25,753
Special Events	574000	11,300	10,467	833	17,400	16,544	856	68%	24,500
Total General Fund Expenditure		282,682	219,719	62,963	824,499	703,731	120,768	21%	3,371,786
Current Increase (Decrease) to Reserves:			166,416			1,048,604.76			

BANK BALANCES

					YTD			
		Opening Balance	Debit/Credit	Closing Balance	Opening Balance	Debit/Credit	Closing Balance	
Bank Balances- Per Balance Sheet								
General Fund	1	1,438,612	19,406	1,458,018	557,603	900,415	1,458,018	161%
Police Advanced Training Fund	120	1,776	122	1,899	1,548	350	1,899	23%
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	426,784	1,075	427,859	347,161	80,698	427,859	23%
Parks & Rec Impact Fee Fund	141	(98,525)	(55,765)	(154,290)	(27,275)	(127,015)	(154,290)	466%
Police Impact Fee Fund	142	278,572	504	279,075	277,454	1,621	279,075	1%
Infrastructure Fund	150	453,915	19,241	473,156	386,377	86,779	473,156	22%
Building Services Fund	155	418,866	7,321	426,187	433,134	(6,946)	426,187	-2%
Water/Sanitation Fund	401	687,952	(15,216)	672,736	910,414	(237,678)	672,736	-26%
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)		1,922,974	6,185	1,929,159	2,159,258	(230,100)	1,929,159	-11%

Town of Howey-in-the-Hills
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Item 15.

GENERAL FUND EXPENDITURE BREAKDOWN BY DEPARTMENT 1

Legislative	511000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Executive Salaries	110	1,350	1,350	0	4,050	3,650	400	16,200
Fica	210	84	84	0	252	226	25	1,004
Medicare	211	20	20	0	60	53	7	235
Software & Annual Maintenance	342	124	116	8	332	348	(16)	1,325
Codification	347	0	0	0	0	1,100	(1,100)	0
Travel & Per Diem	400	100	150	(50)	200	250	(50)	1,000
Telephone & Communications	410	177	167	10	531	558	(27)	2,200
Website	415	445	0	445	445	0	445	4,450
Printing - General	470	125	177	(52)	125	177	(52)	125
Employee Appreciation	493	200	46	154	500	251	249	2,500
Dues, Subscriptions, Licenses	540	200	0	200	1,000	757	243	1,800
Training/Education/Tuition	550	150	0	150	150	0	150	1,500
Contributions/Donations	820	200	0	200	200	0	200	2,000
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	210,920
Total Legislative Expenditures		3,175	2,109	1,066	7,845	7,370	474	3% 245,259

Financial And Administrative	513000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Executive Salaries	110	3,732	3,500	232	11,034	12,408	(1,374)	46,412
Salaries	120	6,456	5,546	910	19,112	18,111	1,001	80,300
Overtime Wages	140	43	0	43	129	23	106	521
Fica	210	634	545	89	1,876	1,852	24	7,888
Medicare	211	148	128	20	438	433	5	1,845
ICMA Retirement Contribution	225	947	867	80	2,883	2,759	124	11,865
Life & Health Ins.	230	1,731	1,599	132	5,193	4,233	959	20,768
Workers' Compensation	240	507	507	0	976	1,013	(37)	2,026
Accounting & Auditing	320	0	0	0	0	0	0	38,000
Bank Fees	321	370	218	152	570	562	8	600
Other Contractual Services	340	417	400	17	1,301	1,134	167	5,000
Software & Annual Maintenance	342	900	874	26	3,262	2,776	486	19,300
Pre Employment Screening	350	62	0	62	192	0	192	750
Travel & Per Diem	400	641	122	519	2,624	1,576	1,048	7,000
Telephone & Communications	410	1,033	874	159	3,099	2,412	687	12,400
Freight/Postage/Shipping	420	400	391	9	567	391	176	2,000
Utility Services	430	500	121	379	1,545	1,037	508	6,000
Rentals & Leases	440	350	347	3	885	881	4	2,700
Insurance	451	178	0	178	534	0	534	2,132
R & M - Equipment	460	20	0	20	20	0	20	200
R & M - Computer Maint	461	500	0	500	500	0	500	3,000
Printing - General	470	500	98	402	500	98	402	500
Office Supplies	510	300	180	120	766	744	22	2,800
Operating Supplies	520	1,000	73	927	4,334	1,015	3,319	12,000
Dues, Subscriptions, Licenses	540	2,000	1,748	252	2,350	1,748	602	4,100
Training/Education/Tuition	550	300	(425)	725	300	(425)	725	5,500
Total Financial And Administrative Expenditures		23,669	17,713	5,956	64,991	54,783	10,208	19% 295,607

**Town of Howey-in-the-Hills
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Item 15.

Other General Government	519000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Legal Fees	310	25,000	13,894	11,106	75,000	44,651	30,349	300,000
Town Planning/Engineering	316	5,833	5,500	333	17,499	13,575	3,924	70,000
Town Planning	318	5,000	4,603	398	15,000	13,771	1,229	60,000
Other Contractual Services	340	0	0	0	4,000	3,699	301	4,000
Codification	347	300	0	300	600	225	375	5,000
Website	415	100	0	100	100	0	100	1,000
Insurance	451	31,890	31,890	0	63,779	63,779	0	127,558
Advertising	492	670	0	670	2,002	1,046	956	8,000
Total Other General Government Expenditures		68,793	55,886	12,907	177,980	140,746	37,234	24% 575,558

Police	521000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Executive Salaries	110	12,154	12,154	(0)	42,538	42,185	353	158,000
Salaries	120	31,081	29,185	1,896	108,783	98,690	10,094	404,054
Police - Reserve Salaries	130	1,900	1,835	65	6,103	5,018	1,086	20,455
Events Payroll	131	3,300	2,075	1,225	10,300	8,913	1,388	12,000
Overtime Wages	140	12,600	8,369	4,231	22,657	22,639	18	47,301
Police - Incentive Pay	150	570	540	30	1,740	1,680	60	6,840
Fica	210	3,300	3,205	95	10,809	10,689	120	39,048
Medicare	211	750	749	1	2,505	2,500	5	9,132
Police Retirement Contribution	220	14,279	14,071	209	46,050	45,483	568	171,351
Life & Health Ins.	230	12,658	11,970	688	43,477	33,934	9,543	157,401
Workers' Compensation	240	5,400	5,401	(1)	11,107	10,801	306	21,602
Other Contractual Services	340	160	143	17	443	388	55	3,226
Software & Annual Maintenance	342	270	0	270	9,270	9,046	224	11,700
Special Events	343	600	599	1	3,020	2,685	335	5,000
Pre Employment Screening	350	620	607	13	1,320	1,292	28	3,500
Travel & Per Diem	400	350	317	33	485	452	33	4,500
Telephone & Communications	410	2,600	2,098	502	6,269	6,291	(22)	22,000
Freight/Postage/Shipping	420	40	39	1	50	49	1	300
Utility Services	430	500	7	493	1,500	923	577	6,000
Rentals & Leases	440	0	0	0	0	0	0	45,100
Insurance	451	2,000	1,980	20	4,970	4,452	518	8,921
R & M - Equipment	460	400	344	56	1,700	1,472	228	5,000
R & M - Computer Maint	461	150	0	150	164	14	150	1,500
R & M - Building	462	250	0	250	529	279	250	2,500
R & M - Vehicles	463	1,000	261	739	3,500	1,426	2,074	30,000
Office Supplies	510	750	42	708	750	42	708	2,500
Operating Supplies	520	1,667	779	888	1,874	986	888	20,000
Gas & Oil	522	2,900	2,863	37	8,700	8,522	178	34,000
Uniforms	523	400	157	243	600	355	245	5,000
Weapons	525	500	0	500	700	202	498	5,000
Dues, Subscriptions, Licenses	540	125	60	65	325	270	55	1,500
Training/Education/Tuition	550	1,300	0	1,300	1,700	400	1,300	6,000
Cap Outlay - Vehicles	650	0	265	(265)	0	265	(265)	0
PD Vest Grant - 09/10	804	0	0	0	0	0	0	5,000
Total Police Expenditures		114,574	100,115	14,459	353,939	322,340	31,599	25% 1,275,431

**Town of Howey-in-the-Hills
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Item 15.

Code Enforcement	524000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Salaries	120	3,696	3,696	0	12,936	12,848	88	48,048
Overtime Wages	140	157	104	53	157	104	53	1,889
Fica	210	238	226	12	819	774	45	3,096
Medicare	211	56	53	3	192	181	11	724
ICMA Retirement Contribution	225	400	380	20	1,354	1,295	59	4,994
Life & Health Ins.	230	874	875	(1)	2,622	2,596	26	10,494
Workers' Compensation	240	200	199	1	383	398	(15)	795
Legal Fees	310	2,730	0	2,730	3,030	289	2,741	13,000
Software & Annual Maintenance	342	60	58	2	180	174	6	3,220
Travel & Per Diem	400	200	190	10	200	190	10	1,000
Telephone & Communications	410	124	85	39	372	256	115	1,482
Freight/Postage/Shipping	420	33	6	27	66	33	33	400
Insurance	451	145	145	0	290	290	0	579
R & M - Vehicles	463	200	219	(19)	200	219	(19)	2,000
Printing - General	470	15	0	15	15	0	15	150
Operating Supplies	520	15	0	15	15	0	15	150
Gas & Oil	522	75	59	16	220	210	10	900
Uniforms	523	180	0	180	180	0	180	180
Dues, Subscriptions, Licenses	540	85	85	0	105	105	0	105
Training/Education/Tuition	550	75	0	75	75	0	75	750
Total Code Enforcement Expenditures		9,558	6,379	3,179	23,410	19,962	3,448	21% 93,956

Stormwater Maintenance	538000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Other Contractual Services	340	0	0	0	0	0	0	259,250
Total Stormwater Maintenance Expenditures		0	0	0	0	0	0	0% 393,405

Public Services	539000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Executive Salaries	110	676	676	(0)	2,366	2,175	191	8,792
Salaries	120	979	841	138	3,426	3,736	(310)	12,728
Overtime Wages	140	60	54	6	90	75	15	3,200
Fica	210	320	96	224	596	362	234	1,533
Medicare	211	30	22	8	96	84	12	358
ICMA Retirement Contribution	225	200	34	166	483	139	344	2,472
Life & Health Ins.	230	370	326	44	1,110	1,318	(208)	4,434
Workers' Compensation	240	100	98	2	191	197	(6)	394
Other Contractual Services	340	7,500	133	7,367	25,100	19,564	5,536	90,000
Travel & Per Diem	400	250	67	183	285	100	185	500
Telephone & Communications	410	180	158	22	519	475	44	2,150
Utility Services	430	131	90	41	393	334	59	1,575
Rentals & Leases	440	250	0	250	250	0	250	2,500
R & M - Equipment	460	660	0	660	1,980	0	1,980	8,000
R & M - Computer Maint	461	50	0	50	50	0	50	500
R & M - Building	462	2,660	179	2,481	7,980	271	7,709	32,000
R & M - Vehicles	463	100	130	(30)	100	130	(30)	1,000
Office Supplies	510	100	0	100	100	0	100	1,000
Operating Supplies	520	1,375	1,652	(277)	4,125	2,211	1,914	16,500
Gas & Oil	522	1,200	778	422	2,766	2,731	35	8,000
Uniforms	523	700	673	27	700	673	27	1,000
Safety Equipment	524	125	0	125	375	0	375	1,500
Dues, Subscriptions, Licenses	540	30	0	30	30	0	30	300
Training/Education/Tuition	550	65	0	65	65	0	65	650
Total Public Services Expenditures		18,111	6,007	12,104	53,176	34,576	18,601	17% 201,086

Town of Howey-in-the-Hills
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Transportation	541000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Executive Salaries	110	676	676	0	2,367	2,175	192	8,792
Salaries	120	978	1,003	(25)	3,424	3,907	(483)	12,728
Overtime Wages	140	100	61	39	430	82	348	2,000
Fica	210	100	106	(6)	368	374	(6)	1,458
Medicare	211	24	25	(1)	87	87	(0)	341
ICMA Retirement Contribution	225	196	34	162	482	139	343	2,352
Life & Health Ins.	230	369	369	(0)	1,107	1,339	(232)	4,434
Workers' Compensation	240	96	94	2	183	187	(4)	375
Other Contractual Services	340	3,000	2,717	283	34,000	32,129	1,871	40,000
Street Lighting	431	2,693	0	2,693	7,600	4,909	2,691	28,000
Operating Supplies	520	200	0	200	200	0	200	2,000
Safety Equipment	524	100	0	100	100	0	100	1,000
Road Materials & Supplies	530	200	0	200	200	0	200	2,000
Total Transportation Expenditures		8,732	5,085	3,648	50,548	45,328	5,220	43% 105,480

Cemetery	542000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Software & Annual Maintenance	342	93	0	93	93	0	93	930
Utility Services	430	125	154	(29)	375	493	(118)	1,500
Total Cemetery Expenditures		218	154	64	468	493	(25)	20% 2,430

Library	571000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Executive Salaries	110	4,300	4,300	(0)	15,050	14,855	195	55,902
Salaries	120	2,440	2,424	16	8,539	8,457	82	31,712
Overtime Wages	140	350	320	30	850	800	50	2,000
Fica	210	428	431	(3)	1,497	1,477	20	5,556
Medicare	211	100	101	(1)	349	345	4	1,299
ICMA Retirement Contribution	225	690	704	(14)	2,413	2,411	2	8,961
Life & Health Ins.	230	1,750	894	856	5,250	2,655	2,596	20,998
Workers' Compensation	240	366	357	9	694	714	(20)	1,427
Other Contractual Services	340	417	667	(250)	1,433	2,002	(569)	5,000
Software & Annual Maintenance	342	115	116	(1)	345	348	(3)	1,380
Pre Employment Screening	350	0	0	0	0	0	0	150
Travel & Per Diem	400	42	0	42	84	27	57	500
Telephone & Communications	410	332	1,604	(1,272)	984	3,297	(2,313)	3,980
Freight/Postage/Shipping	420	80	73	7	80	73	7	100
Utility Services	430	1,000	435	565	3,000	2,224	776	12,000
R & M - Computer Maint	461	15	0	15	15	0	15	150
Promotional Activities	480	500	482	18	500	482	18	2,000
Employee Appreciation	493	50	0	50	50	0	50	500
Office Supplies	510	150	136	14	150	136	14	1,000
Operating Supplies	520	700	672	28	1,430	1,402	28	6,000
Dues, Subscriptions, Licenses	540	35	0	35	35	0	35	350
Training/Education/Tuition	550	90	0	90	90	0	90	900
Cap Outlay - Books & Publications LIBRARY ONLY	660	2,600	1,579	1,021	4,100	3,067	1,033	30,707
Cap Outlay - Books/Publ - EBooks (LIBRARY ONLY)	662	44	0	44	44	0	44	404
Total Library Expenditures		16,594	15,296	1,298	46,982	44,773	2,209	23% 192,976

**Town of Howey-in-the-Hills
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Parks & Recreation	572000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Other Contractual Services	340	800	0	800	2,000	1,150	850	8,000
Special Events	343	900	189	711	1,100	388	712	9,000
Utility Services	430	292	68	224	875	529	346	3,500
R & M - Equipment	460	3,550	0	3,550	18,050	14,500	3,550	50,000
R & M - Recreation Equip	468	100	0	100	100	0	100	1,000
Operating Supplies	520	300	0	300	300	0	300	3,000
Total Parks & Recreation Expenditures		5,942	257	5,685	22,425	16,567	5,858	22% 74,500

Historical Preservation	573000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Telephone & Communications	410	6	0	6	6	0	6	60
Office Supplies	510	100	0	100	100	0	100	1,000
Operating Supplies	520	1,660	0	1,660	4,980	0	4,980	20,000
Other Non Operating Uses Proprietary Funds	950	250	250	0	250	250	0	4,693
Total Historical Preservation Expenditures		2,016	250	1,766	5,336	250	5,086	1% 25,753

Special Events	574000	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Other Contractual Services	340	11,000	10,256	744	17,100	16,333	767	22,500
Special Events	343	300	211	89	300	211	89	2,000
Total Special Events Expenditures		11,300	10,467	833	17,400	16,544	856	68% 24,500

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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	130	122	(8)	330	350	20	1,500
Total Police Advanced Training Fund Revenues		130	122	(8)	330	350	20	23% 1,500

		Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Police Advanced Training Fund Expenditures	521000							
Travel & Per Diem	400	75	0	75	75	0	75	750
Training/Education/Tuition	550	75	0	75	75	0	75	750
Other Non Operating Uses Proprietary Funds	950	100	0	100	100	0	100	1,000
Total Police Advanced Training Fund Expenditures		250	0	250	250	0	250	0% 2,500

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	0	1,000
Total Tree Fund Revenues		0	0	0	0	0	0	0% 1,000

		Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Tree Fund Expenditures	572000							
Other Non Operating Uses Proprietary Funds	950	100	0	100	100	0	100	1,000
Total Tree Fund Expenditures		100	0	100	100	0	100	0% 1,000

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	0	15,750
State Grant - Water Supply System	334310	0	0	0	0	87,550	87,550	0
Interest Earnings	361100	1,000	1,075	75	1,000	3,458	2,458	0
Total Water Impact Fee Fund Revenues		1,000	1,075	75	1,000	91,009	90,009	578% 15,750

		Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Water Impact Fee Fund Expenditures								
Cap Outlay - Equipment	640	0	0	0	0	9,003	(9,003)	0
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	15,750
Total Water Impact Fee Fund Expenditures		0	0	0	0	9,003	(9,003)	57% 15,750

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	0	5,000
Loan Proceeds	384000	0	0	0	0	0	0	250,000
Use Of Fund Balance	389900	0	0	0	0	0	0	2,100
Total Parks & Rec Impact Fee Fund Revenues		0	0	0	0	0	0	0% 257,100

		Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Parks & Rec Impact Fee Fund Expenditures								
Parks Expansion	615	0	0	0	0	133,700	(133,700)	0
Debt Principal/loan	710	0	0	0	0	0	0	44,800
Interfund Loan Repayments	719	0	0	0	0	0	0	200,000
Debt Interest/loan	720	0	0	0	0	0	0	12,300
Total Parks & Rec Impact Fee Fund Expenditures		0	0	0	0	133,700	(133,700)	52% 257,100

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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	0	5,000
Interest Earnings	361100	500	504	4	500	1,621	1,121	0
Total Police Impact Fee Fund Revenues		500	504	4	500	1,621	1,121	32% 5,000

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	0	5,000
Total Police Impact Fee Fund Expenditures		0	0	0	0	0	0	0% 5,000

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	0	1
Total Road Impact Fee Fund Revenues		0	0	0	0	0	0	0% 1

Road 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	0	1
Total Road Impact Fee Fund Expenditures		0	0	0	0	0	0	0% 1

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	0	1
Total Sewer Impact Fee Fund Revenues		0	0	0	0	0	0	0 1

Sewer 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	0	1
Total Sewer Impact Fee Fund Expenditures		0	0	0	0	0	0	0% 1

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	0	1
Total Stormwater Impact Fee Fund Revenues		0	0	0	0	0	0	0% 1

Stormwater 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	0	1
Total Stormwater Impact Fee Fund Expenditures		0	0	0	0	0	0	0% 1

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INFRASTRUCTURE FUND 150

Infrastructure Fund Revenues	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget	
County Ninth-Cent Gas Tax	312300	835	1,000	165	2,505	4,030	1,525	10,000
L.F.T. - First (1 to 6 Cents)	312410	3,705	3,700	(5)	11,116	11,428	312	44,468
Discretionary Sales Surtax - Infrastructure Surtax	312630	13,000	13,977	977	39,082	39,897	816	212,110
State Revenue Sharing Proceeds	335125	986	848	(138)	986	2,724	1,738	0
Interest Earnings	361100	670	672	2	670	2,171	1,501	0
Infrastructure Fund Revenues Total		19,196	20,196	1,000	54,358	60,251	5,893	23% 266,578

Infrastructure Fund Expenditures	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget	
Cap Outlay - Improvements	630	5,000	2,980	2,020	5,000	2,980	2,020	266,578
Total Infrastructure Fund Expenditures		5,000	2,980	2,020	5,000	2,980	2,020	1% 266,578

BUILDING SERVICES FUND 155

Building Services Fund Revenues	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget	
Zoning Permit Application Fees	322100	417	532	115	1,251	715	(536)	5,000
Plan Review (Bldg Inspector - 100%)	322101	417	0	(417)	1,251	0	(1,251)	5,000
Admin Fee (Town - 100%)	322102	375	0	(375)	1,125	0	(1,125)	4,500
Inspection Fees Collected Due Contractor	322304	5,000	7,955	2,955	15,000	15,866	866	60,000
Permits Town %	322305	2,500	2,874	374	7,500	9,090	1,590	30,000
Fees Income - DCA/DBPR	322307	170	200	30	510	442	(68)	2,000
Interest Earnings	361100	0	1,008	1,008	0	3,242	3,242	0
Building Services Fund Revenues Total		8,879	12,568	3,689	26,637	29,356	2,719	28% 106,500

Building Services Fund Expenditures	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget		
Executive Salaries	513-519	110	1,130	1,129	1	5,168	7,035	(1,867)	14,910
Salaries	120	702	576	126	2,263	8,084	(5,821)	9,119	
Overtime Wages	140	70	0	70	181	13	168	600	
Fica	210	118	103	15	462	960	(498)	1,527	
Medicare	211	25	24	1	103	225	(122)	357	
ICMA Retirement Contribution	225	188	137	51	716	1,298	(582)	2,440	
Life & Health Ins.	235	325	323	2	1,464	1,680	(217)	4,405	
Workers' Compensation	240	98	98	(0)	189	605	(416)	392	
Other Contractual Services	340	118	0	118	354	334	20	1,419	
Software & Annual Maintenance	342	72	58	14	216	672	(456)	860	
Telephone & Communications	410	29	28	1	87	672	(585)	350	
DBPR/DCA Impact Fees	495	167	0	167	501	0	501	2,000	
Office Supplies	510	83	81	2	249	469	(220)	1,000	
Operating Supplies	520	417	0	417	1,251	258	993	5,000	
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	2,121	
Contractor - (Bldg Inspector - Progressive)	341	5,000	6,518	(1,518)	15,000	17,116	(2,116)	60,000	
Building Services Fund Expenditures Total		8,542	9,076	(534)	28,203	39,421	(11,217)	37% 106,500	

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WATER/SANITATION FUND

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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	73,175	(1,825)	222,460	215,877	(6,584)	931,277
FEES- NEW CON	343350	0	0	0	0	0	0	522,900
Water Sys Improvement Fee	343410	10,000	10,451	451	29,690	31,336	1,646	120,000
Sanitation Revenue	343500	31,500	31,549	49	92,807	94,113	1,306	376,225
Sewer	343505	0	0	0	0	2	2	0
Waste Water, CDD	343515	10,000	12,142	2,142	29,844	36,051	6,207	120,000
Waste Water, Town	343525	8,800	10,624	1,824	25,415	31,444	6,029	106,000
Penalty Charges	343600	1,500	1,785	285	4,381	5,308	927	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	2,604	1,771	2,413	8,097	5,684	10,000
Miscellaneous Revenue	369900	1,000	925	(75)	3,000	5,243	2,243	12,000
Use Of Fund Balance	389900	0	0	0	0	0	0	84,834
Water/Sanitation Fund Revenues Total		138,633	143,255	4,622	410,011	427,473	17,462	6% 6,812,737

Water/Sanitation Fund Expenditures	533-534-535	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Executive Salaries	110	16,868	16,606	262	59,039	58,374	665	219,295
Salaries	120	27,610	25,690	1,920	96,634	90,158	6,476	358,924
Overtime Wages	140	3,450	2,291	1,159	7,238	7,192	46	15,500
Fica	210	2,832	2,664	168	9,911	9,374	538	36,811
Medicare	211	662	623	39	2,317	2,192	125	8,609
ICMA Retirement Contribution	225	4,770	2,415	2,355	14,310	8,069	6,241	57,240
Life & Health Ins.	230	11,279	10,579	700	33,836	30,171	3,665	135,342
Workers' Compensation	240	2,364	2,364	0	4,552	4,727	(176)	9,455
Legal Fees	310	2,500	1,687	813	12,227	10,100	2,127	30,000
Town Planning/Engineering	316	1,667	400	1,267	3,934	1,700	2,234	20,000
Accounting & Auditing	320	1,425	0	1,425	1,425	0	1,425	14,250
Other Contractual Services	340	5,300	6,125	(825)	115,300	115,277	23	279,152
Software & Annual Maintenance	342	232	232	0	7,464	7,101	363	9,600
Travel & Per Diem	400	50	0	50	50	0	50	500
Telephone & Communications	410	425	412	13	1,295	1,103	192	5,103
Freight/Postage/Shipping	420	20	0	20	20	0	20	200
Utility Services	430	3,667	0	3,667	11,725	7,944	3,782	44,000
Rentals & Leases	440	200	183	17	378	378	0	1,500
Insurance	451	15,546	15,538	8	31,092	31,076	16	61,994
R & M - Equipment	460	4,500	527	3,973	4,500	527	3,973	45,000
R & M - Computer Maint	461	50	0	50	50	0	50	500
R & M - Building	462	500	0	500	500	0	500	5,000
R & M - Vehicles	463	810	58	752	910	156	754	8,100
Printing - General	470	10	0	10	10	0	10	100
Miscellaneous Expenses	490	5	0	5	5	0	5	50
Advertising	492	30	0	30	30	0	30	300
Office Supplies	510	100	0	100	100	0	100	1,000
Operating Supplies	520	19,241	5,558	13,684	39,881	15,315	24,566	230,890
Uniforms	523	150	175	(25)	150	175	(25)	150
Safety Equipment	524	40	0	40	40	0	40	400
Dues, Subscriptions, Licenses	540	80	0	80	80	0	80	800
Training/Education/Tuition	550	300	277	23	300	277	23	550
Cap Outlay - Wetland Monitoring	613	805	190	615	805	190	615	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	27,020	27,263	(243)	81,140	81,241	(101)	324,253
Utility Services	430	10,000	10,166	(166)	30,000	30,204	(204)	120,000
R & M - Equipment	460	28,278	0	28,278	28,278	0	28,278	339,334
Water/Sanitation Fund Expenditures Total		192,786	132,022	60,764	615,164	528,661	86,504	8% 6,812,738

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POLICE RETIREMENT FUND 651

Police Retirement Fund Revenue	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
State Pension Contribution	312520	0	0	0	0	0	31,304
Investment Earnings	361300	0	(84,240)	0	(7,080)	(7,080)	0
Employee Contribution	368100	2,624	3,542	7,813	8,192	379	31,490
Employer Contribution	368200	19,900	19,918	44,879	45,483	604	171,351
Police Retirement Fund Revenue Total	22,524	(60,780)	(83,304)	52,692	46,595	(6,098)	20% 234,145

Police Retirement Fund Expenditures	Budget	Actual	Remaining	Budget	YTD Actual	Remaining	Annual Budget
Legal Fees	310	0	0	0	0	0	0
Other Contractual Services	340	0	0	0	0	0	0
Miscellaneous Expenses	490	23,415	0	23,415	0	23,415	234,145
Benefit Payments	494	0	5,217	0	10,435	(10,435)	0
Police Retirement Fund Expenditures Total	23,415	5,217	18,197	23,415	10,435	12,980	4% 234,145