



## Town Council Meeting

January 08, 2024 at 6:00 PM

Howey-in the-Hills Town Hall

101 N. Palm Ave.,

Howey-in-the-Hills, FL 34737

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**Join Zoom Meeting:** <https://us06web.zoom.us/j/85651847368?pwd=bnqmyw3TrgCpiiCL9xaSARewmxPoeh.1>  
**Meeting ID:** 856 5184 7368 | **Passcode:** 549737

### AGENDA

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

### ROLL CALL

Acknowledgement of Quorum

### AGENDA APPROVAL/REVIEW

#### CONSENT AGENDA

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

- 1.** The approval of the minutes and ratification and confirmation of all Town Council actions at the December 11, 2023 Town Council Meeting.
- 2.** The approval of the minutes and ratification and confirmation of all Town Council actions at the December 12, 2023 Town Council Workshop.
- 3.** Consideration and Approval: **10-year Water Supply Facilities Work Plan Proposal**
- 4.** Consideration and Approval: **Parks and Recreation Board Appointment**
- 5.** Consideration and Approval: **Water Treatment Plant Design Proposal - Half Contract**
- 6.** Consideration and Approval: **New Account - Seacoast Money Market Account**

### PUBLIC HEARING

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

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE ELEMENT (FLUE)**

**OF THE TOWN’S ADOPTED COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3184 OF FLORIDA STATUTES; DESCRIBING THE ANALYSIS AND REEVALUATION UNDERTAKEN BY TOWN COUNCIL REGARDING RESIDENTIAL DENSITIES AND LOT SIZES IN POST-2010 RESIDENTIAL DEVELOPMENT IN THE TOWN; AMENDING CERTAIN FLUE POLICIES TO MODIFY THE REQUIREMENTS IN THE “VILLAGE TOWN CENTER” AND “MEDIUM DENSITY RESIDENTIAL” LAND-USE DESIGNATIONS REGARDING DWELLING UNITS PER ACRE, LOT SIZES, AND OPEN SPACE; AMENDING OTHER RELATED REQUIREMENTS FOR THE TWO LAND-USE DESIGNATIONS; AMENDING POLICY 1.2.6 OF THE FUTURE LAND USE ELEMENT TO SPECIFY AREAS WHERE THE TOWN MAY ALLOW LOTS SMALLER THAN ONE-FOURTH ACRE (10,890 SQ. FT.); PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

- Mayor MacFarlane will read the Ordinance title.
- Town Planner will explain Ordinance 2023-013.
- Mayor MacFarlane will open Public Comment and Questions for this item only.
- Mayor MacFarlane will close Public Comment.
- Motion to approve Ordinance 2023-013.
- Council Discussion.
- Roll Call Vote.

#### **OLD BUSINESS**

#### **NEW BUSINESS**

- 8.** Presentation: **Annual Town Attorney Sunshine Law Training**
- 9.** Discussion: **FDOT Update - Hillside Groves**
- 10.** Discussion: **Capital Improvement Plan (CIP)**

#### **DEPARTMENT REPORTS**

- 11.** Town Hall
- 12.** Police Department
- 13.** Code Enforcement
- 14.** Public Works
- 15.** Library
- 16.** Parks & Recreation Advisory Board / Special Events
- 17.** Town Attorney
- 18.** Finance Supervisor
- 19.** Town Manager

#### **COUNCIL MEMBER REPORTS**

20. Mayor Pro Tem Gallelli

21. Councilor Lehning

22. Councilor Miles

23. Councilor Lannamañ

24. Mayor MacFarlane

**PUBLIC COMMENTS**

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

**ADJOURNMENT**

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

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

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

Topic: **Town Council Meeting**

Time: **Jan 8, 2024 06:00 PM Eastern Time** (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85651847368?pwd=bnqmyw3TrgCpiiCL9xaSARewmxPoeh.1>

Meeting ID: 856 5184 7368

Passcode: 549737

Dial by your location

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

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Meeting ID: 856 5184 7368

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Find your local number: <https://us06web.zoom.us/j/85651847368?pwd=bnqmyw3TrgCpiiCL9xaSARewmxPoeh.1>

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



**Town Council Meeting**  
**December 11, 2023 at 6:00 PM**  
**Howey-in the-Hills Town Hall**  
**101 N. Palm Ave.,**  
**Howey-in-the-Hills, FL 34737**

**MINUTES**

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

**ROLL CALL**

Acknowledgement of Quorum

**MEMBERS PRESENT:**

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

**STAFF PRESENT:**

Sean O'Keefe, Town Manager | Rick Thomas, Police Chief | Morgan Cates, Public Works Director | Fred DeVito, Finance Supervisor | Tom Harowski, Town Planner | Tom Wilkes, Town Attorney | John Brock, Town Clerk

**Motion made by Councilor Lannamañ to allow Mayor MacFarlane to participate and vote via Zoom;  
 Seconded by Councilor Miles. Motion approved unanimously by voice vote.**

**Voting**

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

**Nay:** None

**AGENDA APPROVAL/REVIEW**

**Motion made by Councilor Lannamañ to approve the Meeting's Agenda, but to pull items 4 & 5 from Consent Agenda and discuss them separately; seconded by Councilor Miles. Motion approved unanimously by voice vote.**

**Voting**

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

**Nay:** None

**CONSENT AGENDA**

*Routine items are placed on the Consent Agenda to expedite the meeting. If Town Council/Staff wish to discuss*



any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on the remaining item(s); and (3) Discuss each pulled item and vote.

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the November 27, 2023 Town Council Meeting.
2. The approval of the minutes and ratification and confirmation of all Town Council actions at the November 13, 2023 Town Council Meeting.
3. The approval of the minutes and ratification and confirmation of all Town Council actions at the November 1, 2023 Town Council Workshop.

**Motion made by Councilor Miles to approve Consent Agenda Items 1 through 3; Seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.**

**Voting**

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

**Nay:** None

4. Consideration and Approval: **Milestone Audit Assistance Contract Approval**

Councilor Lannamañ stated that she had asked for this item to be discussed and asked if Milestone Audit was June Lorah's company.

Councilor Miles explained that this contract hires Ms. Lorah to assist the Town with preparing information for the Town's audit reports.

Councilor Lannamañ asked Finance Supervisor, Fred DeVito, his opinion on this item. Mr. DeVito stated that he believed that it would be in the Town's best interest to hire Ms. Lorah for another year. Mr. DeVito stated that the base cost of this contract was the same as the previous year.

Councilor Miles stated that he had also asked to pull this item, and that the cost could run as high as \$22,000, which would be about 50% of what it would cost to hire an in-house Accounting Technician. Councilor Miles would like to see these functions of this contract brought in-house over the next couple of years.

**Motion made by Councilor Miles to approve item #4; seconded by Councilor Lannamañ. Motion approved unanimously by roll-call vote.**

**Voting**

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

**Nay:** None

Town Clerk, John Brock, pointed out that Public Comment had been skipped for this item. Town Attorney, Tom Wilkes, explained that the Town Council should still take Public Comment for this item and if the comments warranted it, the Town Council could still make a motion to reconsider the item.

Mayor Pro Tem Gallelli opened Public Comment for item #4.

**Tim Everline, 1012 N. Lakeshore Blvd.** – Mr. Everline stated that, if you were to add another staff member, not only are you adding the cost of the salary, but the benefits as well.

**Peter Tuite, 300 E Croton Way** – Mr. Tuite stated that he thinks this is a lot of money. Mr. Tuite pointed out that Mr. Binney’s letter was dated 12/08/2023.

Mayor Pro Tem Gallelli closed Public Comment for this item.

Mayor Pro Tem Gallelli asked if the Town Council would like to make another motion on this item, otherwise the item would stand as approved. No additional motion was made.

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

Councilor Lannamañ asked Town Manager, Sean O’Keefe, to explain this agenda item. Mr. O’Keefe explained that Mr. Binney has been the Town’s Auditor for the past four years and that this would be the fifth year. Mr. O’Keefe stated that it would be appropriate to put this contract out for a Request for Proposal (RFP) during the upcoming summer.

Councilor Miles explained that he supported Mr. O’Keefe’s statement and that this was common practice.

Mayor Pro Tem Gallelli opened Public Comment for item #4.

**Tim Everline, 1012 N. Lakeshore Blvd.** – Mr. Everline stated that he did not understand or agree with a 5-year contract for auditors.

Mayor Pro Tem Gallelli closed Public Comment for this item.

**Motion made by Councilor Miles to approve the Binney Accounting & Assurance Services contract for this year, but that the Town would have to issue an RFP during the off-season for the next 5-year period; seconded by Councilor Lannamañ. Motion approved unanimously by roll-call vote.**

**Voting**

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

**Nay:** None

**PUBLIC HEARING**

6. Consideration and Recommendation: (FIRST READING) **Ordinance 2023-009 Comprehensive Plan FLU Amendment and Rezoning - ASMA Parcel**

Mayor Pro Tem Gallelli read Ordinance 2023-009 out loud by title only:

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO LAND USE; AMENDING THE FUTURE LAND USE ELEMENT OF THE TOWN’S COMPREHENSIVE PLAN TO CHANGE A FUTURE-LAND-USE DESIGNATION FROM “MEDIUM DENSITY RESIDENTIAL” TO “NEIGHBORHOOD COMMERCIAL,” AND AMENDING THE TOWN’S ZONING MAP TO CHANGE ZONING FROM “MEDIUM DENSITY RESIDENTIAL-1” (MDR-1) TO “NEIGHBORHOOD COMMERCIAL,” IN BOTH CASES FOR A 0.69-ACRE(+/-) PARCEL LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF STATE ROAD 19 (PALM AVENUE) AND CITRUS AVENUE AND LEGALLY DESCRIBED IN ATTACHMENT A TO THE ORDINANCE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Mayor Pro Tem Gallelli asked the Town Planner to introduce this item. Tom Harowski, Town Planner, reviewed his Staff Report with the Town Council.

Councilor Miles stated that there was a sewer line that runs down Camino Real Blvd., which was less than 200 feet from the proposed project. Councilor Miles stated that the applicant should be required to hook up to the sewer line, assuming that Central Lake CDD would provide capacity for this property.

Mayor Pro Tem Gallelli asked the applicants to introduce themselves. The group representing the applicant included Brent Spain (applicant's Land Attorney), Nick Asma (one of the owners of the property), Nicole Gargas (applicant's Civil Engineer), and Neal Asma (another owner of the property). Mr. Spain gave his presentation to the Town Council.

Mayor Pro Tem Gallelli opened Public Comment for this item.

**Larry Morris, 800 Citrus Ave.** – Mr. Morris stated that there was already a lot of traffic in this area. Mr. Morris did not agree with the determination that the project would only create 50 trips a day. Mr. Morris stated that he thought the landscaping would limit the visibility of SR 19 from Citrus Avenue. Mr. Morris was not in favor of this project.

**Rodney Tate, 1003 N. Hamlin Ave.** – Mr. Tate stated that he did not think this was the right place for this sort of development. Mr. Tate stated that if the Town Council allowed this, they would end up regretting this decision.

**Ron Morris, 53 Camino Real Blvd.** – Mr. Morris stated that he had been a Councilor for the City of Bushnell and that he thought the biggest negative for this project was the additional traffic that will happen at the intersection of SR 19 and Citrus Avenue. Mr. Morris asked the Town Council to deny this Ordinance.

**Tim Everline, 1012 N. Lakeshore Blvd.** – Mr. Everline reminded the Town Council that the Planning and Zoning Board had voted to recommend refusing this Ordinance. Mr. Everline reminded the Council that the Howey Mansion is a historic site. Mr. Everline stated that traffic would be an issue.

**Alan Hayes, 111 Island Dr.** – Mr. Hayes stated that he was a Planning and Zoning Board member and that he was not in favor of this project.

**Peter Tuite, 300 E Croton Way** – Mr. Tuite stated that the Town Council should not change the zoning of the Future Land Use Element.

**Jill Sage, 904 Camino Real Blvd.** – Ms. Sage stated that changing the zoning to commercial would be terrible for the aesthetics of this area. Ms. Sage stated that she thinks the Town Council should vote this down due to aesthetics and real estate values.

**Amy Bitterling, 402 Camino Real Blvd.** – Mrs. Bitterling was not in favor of this rezoning and stated that it should stay residential.

**Tom Ballou 1005 N. Tangerine Ave.** – Mr. Ballou stated that he had almost gotten into an accident that evening. Mr. Ballou stated that this building would ruin the neighborhood. Mr. Ballou stated that he did not think that the owner's other buildings were kept up very well.

**Ellen Yarckin, 800 N. Citrus Ave.** – Ms. Yarckin stated that she was on the Planning and Zoning Board. Ms. Yarckin stated that she thought the applicant's attorney was twisting facts. Ms. Yarckin stated that her house (which was across the street from this proposed building) was historic. Ms. Yarckin thinks the Town Council needs to listen to the public and the Planning and Zoning Board.

**Joshua Husemann, 671 Avila Pl.** - Mr. Husemann reminded everyone that, if this isn't rezoned, they could still get two homes on this site.

**Sue Garner, 900 N. Citrus Ave.** – Mrs. Garner stated that she didn't think five people in the Town would want this. Mrs. Garner thinks that the Town Council should listen to the residents.

Mayor Pro Tem Gallelli closed Public Comment for this item.

Mayor Pro Tem Gallelli allowed Mr. Spain time to address the items that the public had brought up during their comments. Mr. Spain addressed several of these issues, including parking issue and what code would limit the use of the property to.

Mr. Spain spoke about the intersection of N. Citrus Ave. and SR 19. Mr. Spain suggested that his client may be willing to help facilitate an improvement of the intersection allowing it to meet at a 90-degree angle.

Mr. Spain suggested that, if the Town Council were to grant his client's request, they would be happy to enter into a Development Agreement with the Town which would commit his client to certain types of uses for the parcel, possible size of the building, or an architectural style and features for the proposed commercial building. Mr. Spain stated that his client would like the ability to explore that option.

Councilor Miles stated that he thought the Amendment to the Future Land Use Element of the Town Comprehensive Plan and the issue of rezoning should be split and reviewed as two separate Ordinances. Mr. Wilkes stated that this was a possible thing that could happen but was not necessary.

Councilor Miles wanted to know if this lot could be split and if multiple residential homes could be built on this lot. Councilor Miles wanted the Town Planner to determine if the lot could be split and two houses built, prior to the next reading of this Ordinance.

Councilor Miles stated that there was a large oak and 2 small oaks that were on the parcel that would need to be preserved.

Councilor Miles asked if their property was rezoned, whether a retail business like Dollar General could be built there. The applicant stated that they would be willing to enter into a Development Agreement with the Town to restrict the use of the property.

Councilor Miles stated that, if this were to go through, he would insist that the project connect to sewer.

Councilor Lannamañ had questions about the aesthetics of the proposed building and what sort of roof it would have. Councilor Lannamañ stated she would like to see a rendering of the south view of the building.

Councilor Lehning stated that he was going to vote against this due to the intersection of SR 19 and N Citrus Ave being terrible and that this project would just add to the public safety issue.

Mayor MacFarlane was concerned about the possibility of light pollution from the building and wanted to know if security would allow the lighting of the building to be dimmed at night. Mr. Asma stated that they would commit to dark sky standards with timers on the lights.

Mayor Pro Tem Gallelli asked if the Town were to enter into a Development Agreement with the property owner, and then if the owner were to sell the parcel, would the agreement run with the land. Mr. Asma stated that it would.

Mayor Pro Tem Gallelli stated that she did not believe this use was compatible with the existing neighborhood.

Councilor Miles reiterated that he would like to see this item broken up into two separate Ordinances, since one part was a legislative issue, and the other part was a quasi-judicial issue. Mr. Wilkes stated that, if it was the Council's desire, the item could be broken up into two Ordinances for the second reading. The Council did not make a decision about whether to split up the Ordinance.

## **OLD BUSINESS**

None

## **NEW BUSINESS**

### 7. Presentation: **The Town Code of Core Values for Civility and Ethics**

Town Clerk, John Brock, made the annual presentation on the Town's Code of Core Values for Civility and Ethics.

### 8. Discussion: **Pine Park Design Update**

Town Manager, Sean O'Keefe, presented the current design for Pine Park.

Councilor Miles stated that he would like to know the cost of the proposed park. Mr. O'Keefe stated that he did not have an estimate from the Town Engineer, just the Concept Plan.

Mayor Pro Tem Gallelli asked if Parks Impact fees could be used for the park design and construction of the park. Mr. O'Keefe stated that this would be funded with Parks Impact fees.

Councilor Miles asked about the sidewalk nearest to SR 19.

Town Planner, Tom Harowski, suggested that this parking lot could also be used for a trail head for a bike trail.

Councilor Lannamañ stated that the Venezia HOA may not want this park to be connected to their neighborhood.

Councilor Miles stated that he would like the sidewalk in it to be built along SR 19 and have the State pay for the sidewalk construction.

Mayor Pro Tem Gallelli opened Public Comment for this item.

**Tim Everline, 1012 N Lakeshore Blvd.** – Mr. Everline reminded the Town Council that the Town would need to complete these improvements before July 2024.

**Joshua Husemann, 671 Avila Pl.** – Mr. Husemann stated that, as a Parks and Recreation Board member, they had discussed in their last meeting that everything outside of a red dotted line would have to be built in conjunction with Venezia HOA. The entrance and the parking lot would be the first phase of the park.

### 9. Discussion: **Capital Improvement Plan (CIP)**

**Motion made by Councilor Miles to postpone this item to the January 11, 2024, Town Council Meeting; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.**

**Voting**

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

**Nay:** None

**DEPARTMENT REPORTS**

## 10. Town Hall

Councilor Miles asked about the builder that had previously been on the list for bad debt. Town Clerk, John Brock, stated that builder had not paid up and the Town had written off that bad debt, but would still not allow him to pull a permit within Town without paying his debt.

## 11. Police Department

The report was included in the meeting's packet.

## 12. Code Enforcement

The report was included in the meeting's packet.

## 13. Public Works

The report was included in the meeting's packet.

## 14. Library

The report was included in the meeting's packet.

## 15. Parks &amp; Recreation Advisory Board / Special Events

None

## 16. Town Attorney

None

## 17. Finance Supervisor

None

## 18. Town Manager

Sean O'Keefe, Town Manager, thanked the Christmas Festival sponsors, Lt. Brown, Hannah VanWagner, and the Town's staff for their work on making the Christmas Festival a success.

Mr. O'Keefe stated that a letter has been sent to Lake County Assistant County Manager, Fred Schneider, in response to his correspondence about the state of Number Two Road. Mr. O'Keefe was working to set up a meeting with him.

Mr. O'Keefe stated that the Town Engineer has been working with the Florida Department of Transportation (FDOT) to set up a meeting to discuss the proposed intersection in front of Hillside Groves.

Mr. O'Keefe gave an update on the Citrus Avenue Right-of-Way (ROW) status. Mr. O'Keefe stated that the Town was working to get a surveyor for the project.

Mr. O'Keefe stated that the Town Engineer was still searching for a firm to complete the core drilling samples. Two firms had failed to deliver a quote for this project.

Councilor Miles asked the size of the Town's Engineering Firm. Mr. O'Keefe stated that it was a one-person firm. Councilor Miles suggested that the Town may need a larger engineering firm, or our current engineer may need to hire additional assistance.

Mr. O'Keefe gave an update on the Florida Department of Emergency Management (FDEM) grant submittal for new lift station backup pumps. The Public Works Director has submitted additional information to FDEM but the Town was waiting for their evaluation of the submitted grants.

Mr. O'Keefe gave an update on the Lake County Sherriff Dispatch status. The Sherriff's office will continue to provide dispatch services with no additional cost to the Town for the foreseeable future.

### **COUNCIL MEMBER REPORTS**

#### 19. Mayor Pro Tem Gallelli

Mayor Pro Tem Gallelli asked if the Town had received the money from FEMA in refence to Hurricane Ian. Mr. O'Keefe stated that the Town had not received any reimbursement for Hurricane Ian yet.

Mayor Pro Tem Gallelli asked if Hillside Groves had started any work yet. Mr. Brock stated that the developer was working on getting their mass-grading permit, which would be issued by Public Works.

#### 20. Councilor Lehning

Councilor Lehning asked if the Town Manager sets the priorities for the Town's consultant. Councilor Lehning then asked where the amendments to the Town's Land Development Code (LDC) fall on that list. Mr. O'Keefe stated that it was at the top of the list.

Town Attorney, Tom Wilkes, stated that the Town's Comprehensive Plan Amendment would be going before the Planning and Zoning Board in December and that the Ordinance to amend the Town's Comprehensive Plan would then come before the Town Council in January. Mr. Wilkes stated that the proposed amendment to the Town's LDC should come before the Town Council for review in January. Councilor Lehning asked that the proposed LDC amendments be sent to the Town Council and the Planning and Zoning Board for review at the same time.

#### 21. Councilor Miles

Councilor Miles asked the other Councilors to read the 6-page critique for the wastewater workshop that the Central Lake CDD had sent to the Town, prior to the meeting (Town Council Workshop) the next day, December 12, 2023.

#### 22. Councilor Lannamañ

Councilor Lannamañ stated that she thought the Town Christmas Festival was a success and thanked Lt. Brown for his hard work as the Events Committee Chair.

Councilor Lannamañ stated that she would like to see the Water Tower refurbishment added to the CIP.

Councilor Lannamañ stated that the Town’s 100-year anniversary was coming up and that the Town needed to start preparing for that event.

Councilor Lannamañ congratulated Chief Thomas and his wife for being shown on the cover of the Tavares Neighbor magazine.

23. Mayor MacFarlane

Mayor MacFarlane asked the Town Manager about the CDBG grant information that she had been requesting. Mr. O’Keefe stated that he was attempting to speak the Lake County’s specialist, Amy Elliot about this issue.

Mayor MacFarlane asked for an update on the City of Deland Public Record Request that she wanted the Town Manager to make. Mr. O’Keefe stated that he had not received the information from the City of Deland yet.

Mayor MacFarlane stated that the proposed Noise Ordinance, that she had requested over the summer, needed to come before the Town Council within the next 90 days.

**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.*

**Rodney Tate, 1003 N. Hamlin Ave.** – Mr. Tate was concerned about the recent break-ins that had occurred within the Town. Mr. Tate was concerned that when he called the non-emergency line for the Howey-in-the-Hills Police Department he had to leave a voicemail message. Mr. Tate stated that he believed that the Police Department should have someone answering the non-emergency phone line 24 hours a day.

**Tim Everline, 1012 N Lakeshore Blvd.** – Mr. Everline stated that he believes that the Comprehensive Plan amendment Ordinance that was discussed during the meeting protects the Town. Mr. Everline stated that he did not feel like the Town Councilors were listening to the community’s comments. Mr. Everline stated that he did not believe the packet for the meeting was being released soon enough and he wanted to see them come out the Wednesday before the meeting.

**Banks Helfrich, 9100 Sams Lake Rd., Clermont Fl.** – Mr. Helfrich spoke on the theme of a mental health epidemic.

**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 9:16 p.m. | **Attendees: 53**

\_\_\_\_\_  
Mayor Martha MacFarlane

ATTEST:

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





## Town Council Workshop

December 12, 2023 at 2:00 PM

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

### MINUTES

Mayor Pro Tem Gallelli called the Town Council Meeting to order at 2:00 p.m. Mayor Pro Tem Gallelli led the attendees in the Pledge of Allegiance to the Flag. Councilor Reneé Lannamañ delivered an invocation.

### ROLL CALL

Acknowledgement of Quorum

### MEMBERS PRESENT:

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

### STAFF PRESENT:

Sean O’Keefe, Town Manager | Rick Thomas, Police Chief | Morgan Cates, Public Works Director | Fred DeVito, Finance Supervisor | James Southall, Public Utilities Supervisor | Tom Wilkes, Town Attorney | John Brock, Town Clerk

**Motion made by Councilor Miles to allow Mayor MacFarlane to participate remotely via Zoom; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.**

### Voting

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

**Nay:** None

### NEW BUSINESS

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

Town Manager, Sean O’Keefe explained the items that were included in the packet for the meeting, including a letter from the Central Lake CDD. Mr. O’Keefe and Councilor Miles introduced this item.

Mr. O’Keefe explained that there were four wastewater options open to the Town.

1. A Town-owned option.
2. Partnering with a regional provider (City of Groveland).
3. Continuing with an expanded Privately-owned Plant (Central Lake CDD).

#### 4. Utilizing Multiple Package Plants (built by developers).

Councilor Miles and Mr. O’Keefe reviewed the costs associated with each of the four options.

Councilor Lannamañ was concerned about the cost of the Groveland partnership option. Councilor Lannamañ was also concerned about the overall economic health of the residential housing market.

Councilor Miles stated that the current maintenance cost of wastewater lift stations was mixed in the maintenance cost for the Town’s water system and suggested that, in the current fiscal year, this be changed. It made it impossible to segregate wastewater from water costs.

Councilor Miles discussed debt services options that the Town would have to fund the Town’s wastewater expansion. Councilor Miles and Mr. O’Keefe explained what a State Revolving Fund (SRF) loan was and the expected interest of an SRF loan.

Mayor MacFarlane stated that the Town could not charge a \$10 wastewater improvement fee to the residents of Venezia, Talichet, and Hillside Groves if the fee was going to be used to pay back an SRF loan that was only being used to benefit other residents of the Town and not those in one of the previously-mentioned neighborhoods. Councilor Lannamañ agreed with her.

Mr. O’Keefe continued with the presentation and stated that only the Town-run wastewater option would have the ability to utilize Alternative Water Availability from Surface Water Treatment. Mayor MacFarlane asked why you could not add Surface Water Treatment no matter which option is chosen. It was determined that it could be possible as long as the area had a dual line connection.

Mr. O’Keefe stated that the next step was for the Town Council to communicate a consensus on which Wastewater option for the Town to target and then creating a Facilities Master Plan.

Councilor Lannamañ stated that she did not like the Groveland option or the Private (Central Lake CDD) option. Councilor Lannamañ stated she liked the idea of package plants, or the Town-owned plant.

Public Works Director, Morgan Cates, stated that the Town should use the most cost-effective option. Mr. Cates stated that he did not think the Town residents would want to have multiple package plants within the Town. Mr. Cates stated that it would be more cost effective (in terms of maintenance costs) in the long run to have one Town-owned plant compared to multiple package plants.

Public Utilities Supervisor, James Southall, stated that he thought it would be better for the Town to have its own wastewater plant. Mr. Southall said that it would be hard to run a wastewater plant with little or no wastewater running into it.

Mayor Pro Tem Gallelli asked the representatives from Woodard and Curran to speak. Brad Hayes and Justin DeMello, representatives from Woodard and Curran, spoke. Mr. DeMello explained that, if the Town decides to build its own plant, there would be two different build options, concrete, or steel, and he explained the differences between them. Mr. DeMello re-explained the differences in the four different options. Mr. DeMello stated that the process of picking a wastewater option is not simple or straightforward. Mr. DeMello also suggested that systematically going through the planning process would be very helpful for the Town Council.

Mayor Pro Tem Gallelli opened Public Comment for this item only.

**Tim Everline, 1012 N. Lakeshore Blvd.** – Mr. Everline thought there were a lot of discrepancies shown in the letter from Central Lake CDD. Mr. Everline thinks that the Town should further clarify these facts before a decision is made.

**Peter Tuite, 300 E Croton Way** – Mr. Tuite did not want to be on the sewer and thinks that these plans were much too ambitious. Mr. Tuite suggested also looking at Tavares and Leesburg as a wastewater partner. Mr. Tuite also thought that package plants should be considered.

**Eric Gunesch, 448 Avila Pl.** – Mr. Gunesch stated that he lived in Talichet and, when the HOA takes over control from Ron Roberts, the HOA will take over their lift station. Mr. Gunesch stated that he did not want the HOA having to manage that lift station, he wanted the Town to do it.

**Joshua Husemann, 671 Avila Pl.** - Mr. Husemann stated that he thought the Groveland option made the most sense.

Mayor Pro Tem Gallelli closed Public Comment for this item.

Mayor MacFarlane reminded the Town Council that the Town does not fully run its own water system right now, we utilize a contract service. Mayor MacFarlane stated that she thought the Groveland or Central Lake CDD option would be the best direction for the Town.

Councilor Lehning was concerned that hooking up “Old Howey” needed to be a priority.

Councilor Lehning stated that he wanted this agenda item (Wastewater Options) placed on a future agenda. It was decided that this item should be placed on the Town Council’s agenda in the 2<sup>nd</sup> meeting in January.

**ADJOURNMENT**

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

The Meeting adjourned at 4:15 p.m. | **Attendees: 25**

\_\_\_\_\_  
Mayor Martha MacFarlane

ATTEST:

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



December 18, 2023

**TO:** Sean O'Keefe, Town Manager  
Town of Howey-in-the-Hills  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737

**SUBJECT:** **Proposal for Preparation of 10-year Water Supply Facilities Work Plan**  
CSEC Regional Water Supply Plan (2020–2040) Compliance Services  
Town of Howey-in-the-Hills

Dear Mr. O'Keefe:

SMW GeoSciences, Inc. (SMW) provides this proposal to assist the Town of Howey-in-the-Hills with the preparation of an updated 10-Year Water Supply Facilities Work Plan. In February 2022, the SJRWMD Governing Board approved the 2020 Central Springs/East Coast (CSEC) Regional Water Supply Plan (RWSP). Section 163.3177(6)(c)3, Florida Statutes, requires each local government within the CSEC RWSP area to update its Work Plan within 18 months after Governing Board approval of the CSEC RWSP. This Work Plan was due to FloridaCommerce, formerly the Department of Economic Opportunity (DEO), in August 2023. The Work Plan must cover at least a 10-year planning period, identify alternative and traditional water supply projects, conservation, and reuse activities needed to meet the projected future demands.

The purpose of the Work Plan is to assess the Town's water sources and associated facilities and evaluate their adequacy to meet projected water demands. As required by statute, this Work Plan is to be incorporated into the Town's Comprehensive Plan. Upon adoption of the Work Plan, the Comprehensive Plan must be amended to include the identified Capital Improvements and alternative water supply projects. The Work Plan will address:

- Current and Projected Service Area
- Water Sources
- Municipal Potable Water Supply Treatment System(s)
- Wastewater Treatment Facilities
- Permitted Groundwater Allocations
- Projected Population and Water Demand Projections
- Capacity Analysis
- Future Water Supply Plans
- Water Conservation Practices
- Alternative Water Supplies
- Local Alternative Water Source Projects
- Regional Alternative Water Source Projects

- Planned Capital Improvements that include water supply development components, if needed
- Comprehensive Plan Update to include:
  - A policy enabling water supply and facility concurrency
  - A policy enabling coordination of the comprehensive plan with the SJRWMD's CSEC RWSP
  - An update of the Conservation Element to identify the current and projected water needs and sources for a minimum 10-year period

**SMW will complete the following tasks for the 10-year Water Facilities Work Plan:**

- ❖ Attend meetings with the Town to collect required data and review materials generated with the Town,
- ❖ Coordinate with the Town and the SJRWMD as necessary,
- ❖ Work with Town staff to identify all existing water supply facilities,
- ❖ Coordinate with the Town to compile data on existing facilities (design data, current demand, area serves, permit status, etc.),
- ❖ Analyze the water supply facilities that are needed to serve projected growth within the Town's service area within the next 10-years. (based on current CUP projections and the CSEC RWSP Water Supply Assessment projections),
- ❖ Review the demand projections, reuse projections, and water conservation elements to determine the total 10-year groundwater demands,
- ❖ Work with the Town to identify any proposed deficit in water supply and analyze the alternative water supply projects proposed in the CSEC RWSP for suitability, and
- ❖ Recommend Comprehensive Plan Amendments for consideration by the Town's planning department.

SMW will prepare the Town's updated Work Plan based on information readily available from the Town. The Work Plan will be prepared in accordance with the requirements outlined in *A Guide To The Preparation Of The Water Supply Facilities Work Plan* (DEO, Revised July 2012). Supporting water supply planning and concurrency related Comprehensive Plan policies will be reviewed and recommendations for compliance with Work Plan statutory requirements will be provided, if necessary. Following Work Plan approval by the Town, a draft copy will be provided to the SJRWMD for preliminary review prior to formal transmittal to FloridaCommerce.

**Fixed Fee not to exceed \$22,000<sup>00</sup>**

**Limitations**

The 10-Year Water Supply Facilities Work Plan will be based upon the population and water demand projections adopted by the SJRWMD in the CSEC RWSP. If additional services, such as coordination with the CSEC planning group are required to review differences in the CSEC RWSP's projections when compared with growth demands developed by the Town, a separate proposal for these services will be submitted to the Town for review and approval.

**Closing**

We appreciate the opportunity to offer our services to the Town of Howey-in-the-Hills and look forward to working with you on this project. If you have any questions concerning this proposal, please feel free to contact our office.

Sincerely,  
**SMW GeoSciences, Inc.**



Sarah Whitaker, P.G.  
President

**Conditions of acceptance: The above proposal is acceptable. This proposal constitutes a binding contract between SMW GeoSciences, Inc. and the client. It is agreed by the client and SMW GeoSciences, Inc. that there are no additional terms, conditions, or agreements with respect to the project, other than the items referenced in the proposal. Payment terms are “net thirty”, and for past due invoices, interest shall be accrued at a rate of 1.5% per month. Client also agrees to reimburse SMW GeoSciences, Inc. for reasonable attorney fees, in the event that payment is not submitted to SMW GeoSciences, Inc. for services rendered.**

APPROVED BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Please Print Legibly

Name: Staci Mauro Date: 12/14/23  
Home Mailing Address: 500 S Dixie Dr Howey in the Hills, FL 34737  
Home Physical Address: \_\_\_\_\_  
Florida Drivers License or ID: \_\_\_\_\_  
Phone Number: (352) 603-0803 E-mail Address: Cuppabeans@gmail.com  
Education: UCF  
Business (Name & Type): Lake County Schools - Lake Minneola Hs  
Business Address: 101 N Hancock Rd Minneola, FL 34715  
Business Phone: (352) 394 9100 Position: Part  
Training or experience related to activities of boards or committees to which appointment is sought:

Professional Organizations: \_\_\_\_\_

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

Name of Boards/Committee(s): Parks + Recreation Dates Served: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

	Name	Address	Phone Number
1	<u>Kellie Beck</u>		<u>(407) 440 3207</u>
2	<u>Vin Mantuani</u>		<u>(352) 531 0106</u>
3	<u>Linda Shepherd</u>		<u>(352) 516 1727</u>

Signature of Applicant

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

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by \_\_\_\_\_ Date \_\_\_\_\_  
Reviewed by Board \_\_\_\_\_  
Appointed by Town Council \_\_\_\_\_ Date \_\_\_\_\_



# AIA® Document B102® – 2017

## **Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services**

### **Standard Form of Agreement Between Owner and Engineer without a Predefined Scope of Engineer's Services**

**AGREEMENT** made as of the 21st day of December in the year 2023  
(In words, indicate day, month and year.)

**BETWEEN** the Engineer's client identified as the Owner:  
(Name, legal status, address and other information)

**Town of Howey-in-the-Hills ("Owner" or "Town")**  
101 N. Palm Ave.  
Howey-in-the-Hills, Florida 34737

and the Engineer:  
(Name, legal status, address and other information)

**Halff Associates, Inc.**  
902 North Sinclair Avenue  
Tavares, FL 32778

for the following (hereinafter referred to as "the Project"):  
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

**Water Treatment Plant #3**  
Adjacent to Town's existing potable water distribution system  
Corner of SR48 and SR19  
Howey-in-the-Hills, Florida

The Owner and Engineer agree as follows.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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**User Notes:**



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**ARTICLE 1 ENGINEER'S RESPONSIBILITIES**

§ 1.1 The Engineer shall provide the following professional services:

*(Describe the scope of the Engineer's services or identify an exhibit or scope of services document setting forth the Engineer's services and incorporated into this document in Section 9.2.)*

The Scope and Schedule of Services is attached as Exhibit "A" ("Scope of Services"). The schedule for the Engineer's Scope of Services is set forth in Exhibit "A". Owner retains the right to reduce the scope of any portion of the Scope of Services. In such event, Owner shall be entitled to proportionally reduce the Engineer's compensation.

§ 1.1.1 The Engineer represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Engineer shall, without additional compensation, correct and revise any errors or deficiencies in its designs, drawings, specifications, and services.

§ 1.3 The Engineer identifies the following representative authorized to act on behalf of the Engineer with respect to the Project.

*(List name, address, and other contact information.)*

**Michael Scullion, PE, DBIA**

902 North Sinclair Avenue

Tavares, FL 32778

352-557-9235

[mjscullion@half.com](mailto:mjscullion@half.com)

§ 1.4 Except with the Owner's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to this Project.

§ 1.5 The Engineer shall maintain at its own expense, the following insurance until four (4) years after the termination of this Agreement.

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§ 1.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$2,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage and umbrella excess liability coverage of five million dollars (\$5,000,000).

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Engineer may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000 ) per claim and two million dollars (\$2,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** The Engineer shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Engineer's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Engineer shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ 1.5.9 Engineer shall require its professional and licensed subconsultants to maintain a minimum of \$1,000,000 per occurrence for General Liability insurance, \$1,000,000 automobile liability insurance, statutory workers' compensation coverage, and if such subconsultant has a professional license, \$1,000,000 per occurrence for Professional Liability Insurance.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

*(List name, address, and other contact information.)*

**Sean O'Keefe** or a Town employee designated in writing by Sean O'Keefe  
Town Manager  
Town of Hovey-in-the-Hills  
P.O. Box 128

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101 N. Palm Avenue  
 Howey-in-the-Hills, FL 34737  
 Town Hall: 352-324-2290  
 Cell: 352-705-6100  
[sokeefe@howey.org](mailto:sokeefe@howey.org)

**§ 2.3** The Engineer shall coordinate the services of Owner's consultants with those services provided by the Engineer. Upon the Engineer's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Engineer in this Agreement, or authorize the Engineer to furnish them as an Additional Service.

**§ 2.4** Electronic mail may be used by the parties for notices using the email addresses in **§1.3** and **§2.2**.

*(Paragraphs deleted)*

### **ARTICLE 3 COPYRIGHTS AND LICENSES**

**§ 3.1** Drawings, specifications, reports, and all other documents, including those in electronic form, prepared by the Engineer and the Engineer's consultants ("Design Documents") are the sole and exclusive property of the Owner, shall be considered as being specially ordered by Owner as "works made for hire" under 17 U.S.C. §101, and may be used in any manner at the sole discretion of Owner. Owner shall have full and sole ownership rights to the Design Documents, regardless of any payment disputes with Engineer. Engineer shall furnish Owner with such reproductions of any Design Documents as the Owner may request at any time in both electronic and printed form. Any reproductions shall be the sole and exclusive property of the Owner who may use them without Engineer's permission for any purpose determined to be proper by the Owner. Owner shall own all rights, copyrights, or other intellectual property there may be with respect to the Design Documents. In the event that the Design Documents are held not to be "works made for hire", then Engineer agrees that all Design Documents, whether in final form or draft, which result from any Services performed by Engineer under this Agreement, are hereby assigned exclusively to Owner, including any copyright, patent, trademark, and all other intellectual property rights. In all cases, Engineer further hereby expressly assigns all of its present and future rights therein to Owner, and agrees to execute and furnish, and to cause all the Engineer's consultants to execute and furnish, in favor of Owner separate assignment documents from time to time as requested by Owner. This Section shall survive any termination or expiration of this Agreement. The Engineer shall be entitled to retain copies of the Design Documents for the Engineer's use and records. Owner shall be free to use the Design documents for any purpose, including, but not limited to, completion, renovation, additions, and expansion of the Project. The Engineer shall have no liability for the Owner's use of the Design Documents for a use unrelated to the Project. Engineer shall require language in each of its subconsultants' contracts providing for Owner's ownership of all Project documents and the Design Documents.

**§ 3.2** The provisions of this Article 3 shall survive the termination of this Agreement.

*(Paragraphs deleted)*

### **ARTICLE 4 CLAIMS AND DISPUTES**

#### **§ 4.1 General**

**§ 4.1.1** The Owner and Engineer shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by Florida law.

**§ 4.1.2** To the extent damages are covered by property insurance, the Owner and Engineer waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Owner's revised AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Engineer, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 4.1.3** The Engineer and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Redesign and remedial construction costs shall not be considered "consequential damages".

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## § 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation pursuant to Florida Statutes as a condition precedent to binding dispute resolution.

§ 4.2.2 The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with Florida Statutes. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction with exclusive venue in Lake County, Florida.
- Other *(Specify)*

If the Owner and Engineer do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 not used.

*(Paragraphs deleted)*

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

## ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Engineer all sums due prior to suspension.

§ 5.2 If the Owner suspends the Project, as its sole remedy, the Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Engineer's fees for the remaining services and the time schedules shall remain the same as set forth in this Agreement.

§ 5.3 If the Owner suspends the Project for more than 180 cumulative days for reasons other than the fault of the Engineer, the Engineer may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may suspend or terminate this Agreement upon not less than seven (7) days' written notice to the Engineer for the Owner's convenience and without cause.

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**§ 5.6** If the Owner terminates or suspends this Agreement for its convenience pursuant to Section 5.5, the Engineer terminates this Agreement pursuant to Section 5.1, or the Engineer terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Engineer for services performed prior to termination, together with Reimbursable Expenses incurred, which compensation shall be Engineer's sole and exclusive remedy for any termination or suspension.

**§ 5.7**

*(Paragraphs deleted)*  
not used.

**§ 5.8** Except as otherwise expressly provided herein, this Agreement shall terminate  
*(Check the appropriate box.)*

- One year from the date of commencement of the Engineer's services
- One year from the date of Substantial Completion of the Construction of the Project.
- Other  
*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

If the Owner and Engineer do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Engineer's services.

*(Paragraph deleted)*

**ARTICLE 6 COMPENSATION**

**§ 6.1** The Owner shall compensate the Engineer as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.  
*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

Compensation shall be in the amounts set forth in Exhibit "A" for delivery to Owner of the submittals and deliverable documents set forth for each phase described in Exhibit "A".

**§ 6.2 Compensation for Reimbursable Expenses**

**§ 6.2.1** Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Engineer and the Engineer's consultants directly related to the Project, as follows:

- .1 not used;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; but only if authorized in writing in advance by the Owner;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project; but only if authorized in writing in advance by the Owner;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, but only if authorized in writing in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; but only if authorized in writing in advance by the Owner;
- .8 not used; and
- .9 All taxes levied on professional services and on reimbursable expenses;

*(Paragraphs deleted)*

**§ 6.2.2** For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Engineer and the Engineer's consultants without markup. Reasonable back-up documentation such as receipts shall be submitted with

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any invoices for Reimbursable Expenses. Travel expenses are not reimbursable. Reimbursable Expenses shall not exceed the amount stated in Phase 2100 on Exhibit "A".

### § 6.2.3

*(Paragraphs deleted)*

**Additional Services.** Compensation for Additional Services that are not included in the Scope of Services shall be negotiated by the Owner and Engineer at the time of Owner's request for said Additional Services. Engineer shall not perform and shall not be entitled to any payment for such Additional Services unless the Owner and Engineer execute a written document setting forth a description of the Additional Services and the compensation to be paid for same in advance of Engineer performing such Additional Services. Before negotiating Additional Services, Engineer shall provide Owner with a list of personnel, proposed hourly rates, hours for each task, and itemization of proposed reimbursables for Owner's review, and any other additional information Owner may require. Subconsultants shall provide the same information on subconsultant's letterhead for their Additional Services. The costs of any Additional Services performed without prior written authorization are waived by Engineer.

### § 6.3 Payments to the Engineer

§ 6.3.1 Submittal of Invoices. Invoices shall be submitted by electronic mail to Owner, by emailing to the Town Manager, Sean O'Keefe [sokeefe@howey.org](mailto:sokeefe@howey.org), the Grant Manager, Morgan Cates [mcates@howey.org](mailto:mcates@howey.org), and the Town Clerk, John Brock, [jbrock@howey.org](mailto:jbrock@howey.org). Engineer's invoices shall be supported by such data substantiating the Engineer's right to payment as the Owner may require, such as, but not limited to, copies of invoices from subconsultants, receipts for Reimbursable Expenses, and records of detailed description of services performed, names of personnel performing the services, and listing of the progress submittals or phase deliverable documents delivered to Owner during the pay period.

*(Paragraph deleted)*

### § 6.3.2 Progress Payments

§ 6.3.2.1 Payments for services shall be made monthly for the completion and delivery to Owner of each progress submittal or phase deliverable documents described in Exhibit "A" that were delivered to Owner in the respective pay period. When Exhibit "A" provides for 60%, 90%, and 100% submittals, payment for that phase shall be made 1/3 for 60% submittals, 1/3 for 90% submittals, and 1/3 for 100% submittals. Payments are due and payable thirty (30) days after the date of Owner's approval of the Engineer's properly prepared and completed invoice. Amounts unpaid after the due date shall bear interest at the rate entered below.

*(Insert rate of monthly or annual interest agreed upon.)*

Per Florida Statute Chapter 218.

*(Paragraphs deleted)*

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in the Owner's revised AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Engineer by the Owner prior to the assignment.

§ 7.4 n/a.

*(Paragraph deleted)*

§ 7.5 If the Owner requests the Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Engineer to execute consents reasonably required to facilitate assignment to a lender, the Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Engineer for

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review at least 14 days prior to execution. The Engineer shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Engineer.

§ 7.7 Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, except in the case of the Engineer specifying the use of such substance. Engineer shall notify the Owner immediately upon Engineer's discovery of any hazardous or toxic substance on the Project site.

§ 7.8 The Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials, subject to the prior written approval of Owner which approval shall not be unreasonably withheld or delayed. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Engineer shall coordinate all press releases and promotional/industry articles with the Owner and the Owner shall pre-approve all press releases and articles, which approval shall not be unreasonably withheld or delayed. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 This is a public project. In general all information and documents are public records except confidential information pursuant to Florida Statute Chapter 119. If confidential, Engineer shall keep such information strictly confidential and shall not disclose it to any other person except only as permitted by Florida Statute Chapter 119. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 not used.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

1. **Availability of Funds.** All activities under or pursuant to this Agreement are subject to the availability of appropriated funds to the Owner. Owner shall immediately notify Engineer should funds become unavailable. In such case, either party shall have the right to stop work and/or terminate this Agreement.

### 2. Public Records.

- a. To the extent Engineer is acting on behalf of Owner as provided under Subsection 119.011(2) of the Florida Statutes, Engineer shall:
  - i. Keep and maintain public records required by Owner to perform the services under this Agreement.
  - ii. Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Engineer does not transfer the records to Owner.
  - iv. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of Engineer or keep and maintain public records required by Owner to perform the service. If the Engineer transfers all public records to Owner upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for

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retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

b. If the Engineer fails to provide the public records to Owner within a reasonable time the Engineer may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Engineer shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Engineer's failure to comply with the terms of this Section.

c. **IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, JOHN BROCK, TOWN CLERK, AT 352-324-2290, [JBROCK@HOWEY.ORG](mailto:JBROCK@HOWEY.ORG) , 110 N. PALM AVE., HOWEY-IN-THE-HILLS, FLORIDA 34737.**

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

In no event shall Owner be liable to Engineer for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. Owner shall not assume any liability for the acts, omissions, or negligence of Engineer, its agents, servants, employees, or subconsultants. In all instances, Engineer shall be responsible for any injury or property damage resulting from any activities conducted by Engineer.

4. **No Harassment.** Engineer shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Engineer shall insert a similar provision in accordance with this section, in all subcontracts for this Project.

5. **Independent Contractor.** Engineer is and shall remain an independent contractor and not an employee or agent of Owner. There are no intended or unintended third-party beneficiaries of this Agreement, and no parties other than the Owner and Engineer shall have the right to enforce this Agreement. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

6. **Non-Discrimination.** Engineer and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Engineer shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. Engineer agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

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Engineer shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

7. **Public Entity Crime Notice.** Engineer affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has Engineer been convicted of a Public Entity Crime. Engineer agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Contract by Owner.

8. **Records.** Engineer shall preserve all contract records and documents for the entire term of this Agreement and for five (5) years after the later of: (i) the date of submission of Engineer's final services, or (ii) until all claims (if any) regarding the Agreement are resolved. During such period of time, Engineer shall retain and maintain all records and make such records available for an audit as may be requested by Owner. The records shall be subject at all times to inspection, review, or audit by Owner, which may, at any time and for any reason whatsoever, review, audit, copy, examine and investigate in any manner, any records of Engineer which include, but are not limited to, papers, books, documents, vouchers, bills, invoices, requests for payment, accounting records, and other supporting documentation, which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of this Agreement.

9. Whenever the term "Contractor" is used in the Contract Documents it shall refer to and mean "Construction Manager" or the "Contractor" as the case may be for the specific Project.

10. **No Use of Funds for Lobbying or Litigation.** Engineer shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency. Engineer shall not use any funds received pursuant to this Agreement for any legal action against Owner.

11. **Discriminatory Vendor List.** Engineer represents that it is not on the State's discriminatory vendor list and that for services related to this Agreement, Engineer shall not transact business with any entity that has been placed on the State's discriminatory vendor list.

12. **No Contingency Fees.** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

13. **Schedule.** Engineer shall perform its services in accordance with the schedule set forth in Exhibit "A".

14. Whenever the term, "AIA Document A201-2017" is used in the Contract Documents, it shall refer to and mean the Town's revised AIA A201-2017, Revised General Conditions of the Contract for Construction.

15. Engineer is familiar with and shall comply with all applicable federal, state and local laws, rules, regulations, and requirements, as applicable.

16. **E-Verify.** Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by Engineer during the term of this Agreement; and Engineer shall expressly require any subconsultants to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subconsultants during the contract term. The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

The employment by Engineer or any of its subconsultants of unauthorized aliens, as described by Section 274A(e) of the Immigration and Nationalization Act, shall be cause for termination of this Agreement. **Only those employees determined eligible to work within the United States shall be employed under this Agreement.**

17. **No Smoking.** Smoking and all tobacco products are prohibited on the Project site and prohibited anywhere on Owner's property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes,

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pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

18. **Proposal Terms Not Incorporated.** In the event Engineer has presented a proposal to Owner which may contain terms and conditions other than a description of the scope of Services, such terms and conditions shall not be valid, shall not be enforceable, and shall not be considered a part of this Agreement. Only the description of the scope of Services to be performed shall be considered a part of this Agreement.

19. **COVID19.** Engineer's Fees include all amounts necessary to comply with all regulations, ordinances, and laws concerning COVID19, including PPE, sanitation, and social distancing requirements.

20. **Scrutinized Companies List.**

a. By executing this Agreement, Engineer certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Owner may immediately terminate this Agreement for cause if the Engineer is found to have submitted a false certification as to the above or if the Engineer is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Owner determines that the Engineer has submitted a false certification, Owner will provide written notice to the Engineer. Unless the Engineer demonstrates in writing, within 90 calendar days of receipt of the notice, that Owner's determination of false certification was made in error, Owner shall bring a civil action against the Engineer. If Owner's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Engineer, and the Engineer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Owner's determination of false certification by the Engineer.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

21. **CADD.** The Engineer shall provide copies of the Design Documents to Owner prepared in 3D Revit, Sketchup, Autocad, or another CADD format approved by Owner.

22. **Subconsultants.** All subconsultants utilized by Engineer for the Project are subject to the approval of Owner. After approval from Owner, the Engineer shall not remove or substitute any of the subconsultants without the written consent of Owner which consent shall not be unreasonably withheld.

23. Engineer shall coordinate and conduct with the Owner and Engineer a Project Warranty Inspection at the Project site on a mutually convenient date within the 14 day period before the expiration of the Contractor's one (1) year warranty period.

24. The following documents and agreements are incorporated by reference and Engineer shall comply with all terms, conditions, and requirements of same to the same extent required of Owner:

**State of Florida Department of Environmental Protection Standard Grant Agreement No. LPA0543 attached as Exhibit "D" ("Funding Agreement").**

25. The provisions of Florida Statute Chapter 558 are waived by both Parties and shall not be applicable to this Agreement.

26. Engineer shall indemnify, defend, save and hold harmless the Owner and its officials, officers and employees to the fullest extent permitted by law from and against all claims, damages, losses, and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Engineer and any other persons employed or utilized by Engineer in the performance of this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

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27. Waiver of Claims. Engineer hereby waives all claims against Owner, and its officials, officers, and employees for injury, death, damage, or loss arising from or related to activities conducted under this Agreement, including, but not limited to, for any injury to, or death of, Engineer’s employees or the employees of Engineer’s related entities, or for damage to, or loss of, Engineer’s property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of Owner’s willful misconduct. Engineer waives all claims against Owner (except for such claims which result from the gross negligence or willful misconduct of the Owner) for any such loss, damage, personal injury or death occurring as a consequence of the conduct of activities or the performance of Engineer’s responsibilities under this Agreement.

28. Engineer is encouraged to use Florida’s minority and service-disabled veteran businesses as subconsultants under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of Economic Opportunity of Management Services, Office of Supplier Diversity located at: [https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

29. Prohibited Gratuities. Engineer shall not offer or give a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of Owner.

**30. PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IN ANY CLAIM(S) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES PERFORMED IN THIS AGREEMENT, OR THE PROJECT.**

31. No Individual Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Owner, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Agreement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise. Further, Engineer waives and releases any and all claims of any kind against the individual officers, agents, employees, and representatives of the Owner.

32. Electronic Signatures. The Parties agree that this Agreement and any amendments may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For purposes of this Agreement "electronic signature" includes faxed versions of an original signature, electronically scanned and transmitted versions (via pdf) of an original signature, and portable document formats which include, but are not limited to, Abode or DocuSign.

**ARTICLE 9 SCOPE OF THE AGREEMENT**

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Engineer.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Engineer

- .2

*(Paragraphs deleted)*  
not used.

- .3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204–2017 incorporated into this Agreement.)*

Other Exhibits incorporated into this Agreement:

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User Notes:

(Clearly identify any other exhibits incorporated into this Agreement.)

- Exhibit "A" – Scope and Schedule of Services
- Exhibit "B" – Project Schedule
- Exhibit "C" – Fee Breakdown
- Exhibit "D" – FDEP Grant Agreement

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**ENGINEER** (Signature)

Robert A. Ern, Jr., PE, DBIA, Vice President  
\_\_\_\_\_  
(Printed name, title, and license number, if required)



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Via Email

## EXHIBIT A- Scope and Schedule of Services and Fees

October 31, 2023

Sean O'Keefe  
Town Manager  
Town of Howey-in-the-Hills  
PO Box 128  
Howey-in-the-Hills, FL 34737

**RE: RFQ 2023-002 Water Treatment Plant No. 3**

### **PROFESSIONAL SERVICES PROPOSAL**

Halff Associates, Inc. is pleased to submit this Proposal to the Town of Howey-in-the-Hills for professional services related to the design, permitting, bidding assistance, and construction administration of Water Treatment Plant No. 3. Water Treatment Plant No. 3 will be constructed on Town owned property adjacent to the Town's existing potable water distribution system allowing the proposed Water Treatment Plant to be connected to the distribution system, and the existing Water Treatment Plant to be decommissioned and demolished. The following tasks are proposed as part of the project:

#### **PHASE 100 Hydraulic Analysis and Master Plan Update**

Halff will review information provided by the Town related to projected development within the potable water service area, and update the existing hydraulic model to include the extension of potable water service to areas of known projected development. Recommended sizing of potable water main extensions to provide the desired level of service to each area of development will be verified through the hydraulic model. The hydraulic model will include both existing Water Treatment Plant No. 1 and proposed Water Treatment No. 3 as well as the interconnect valve between the pressure zones served by each WTP. Recommendations for modifications to the existing interconnect control valve will be developed.

Halff will update the previously prepared Potable Water Master Plan to incorporate the results of the hydraulic modeling, and recommendations for potable water main extensions and modifications to the interconnect control valve. A draft Potable Water Master Plan report will be provided to the Town for review. Halff will coordinate a review meeting with the Town, and will incorporate comments received into the final Potable Water Master Plan Report.

**FEE: \$19,880.00**

#### **PHASE 200 Subsurface Utility Location**

Halff will subcontract with Precise Locating Services, Inc. to designate the horizontal positions of underground utilities on the existing Water Treatment Plant No. 2 site, as well as along approximately 900 feet on the northern right of way State Route 19 and the eastern right of way of County Road 48.

**FEE: \$3,108.00**

### **PHASE 300 Topographic and Boundary Surveying**

Halff will prepare a boundary, topographic, and tree survey of the project site, Lake County Alternate Key 3946511, in accordance with Section 5J-17, Florida Administrative Code, the Standards of Practice for land surveying in the State of Florida. Additionally, Halff will prepare a topographic survey of the adjacent eastern right of way of County Road 48, and the existing Water Treatment Plant No. 2 site. The boundary survey will include establishing exterior boundary lines of the site, including all public rights of way. Boundary monuments will be recovered or set as required. All improvements including existing above ground structures, utilities designated as part of Phase 200, storm drainage and sanitary sewer manholes and structures, and the location and elevation of the existing well casing will be located on the survey. Sewer pipe size, type, and elevation data will be depicted, along with spot elevations sufficient to develop a 1-foot digital terrain model. Vertical control will be established based on the 1988 North American Vertical Datum (NAVD) including two benchmarks for use during construction. All trees 6 inches DBH and larger will be located and shown on the survey per the requirements of the Town Land Development Code.

**FEE: \$36,200.00**

### **PHASE 400 Phase I Environmental Assessment**

Halff will subcontract with Andreyev Engineering, Inc. to conduct a Phase I Environmental Site Assessment in accordance with ASTM E1527-21 to determine if Recognized Environmental Conditions are present either on-site or off-site. As part of the Phase I Environmental Site Assessment Andreyev will:

- Conduct a review of applicable historical sources including available historical aerial photographs, U.S.G.S quadrangle maps, and city directory listings.
- Conduct a review of regulatory database search information, and contact appropriate and relevant County, State, and Federal agencies to further review applicable information present in their files concerning contamination on site, or in the immediate vicinity of the site, and determine whether any off-site facilities may potentially impact the subject site.
- Conduct interviews as applicable with the current owner and previous owners, current and previous tenants, and applicable government officials.
- Conduct a site reconnaissance to look for visual evidence of past or current deposition of hazardous materials on or adjacent to the site. Further investigate any areas of concern disclosed by the review of the historical sources or regulatory agency records.
- Prepare a Phase I Environmental Site Assessment Report documenting the findings of the assessment including: documentation of the investigation methods and results, determination of the presence of Recognized Environmental Conditions pursuant to ASTM E1527-21, determination of the need for a Phase II Environmental Site Assessment pursuant to ASTM E1903-19 is warranted due to the presence of Recognized Environmental Conditions.

**FEE: \$2,640.00**



### PHASE 500 Cultural Resources Assessment Survey

Halff will subcontract with Archaeological Consultants, Inc. to provide a Cultural Resources Assessment Survey report of the project site in compliance with Chapter 1A-46, Florida Administrative Code and the Florida Division of Historic Resources' *Module Three, Guidelines for Use by Historic Preservation Professionals*.

**FEE: \$2,970.00**

### PHASE 600 Environmental Site Evaluation

Halff will conduct a field review of the project site for the purpose of evaluating the onsite habitats and the potential occurrence of any species considered Endangered, Threatened, or of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 68A-27.003-005 F.A.C. or the US Fish and Wildlife Service (USFWS) under C.F.R. 17.11-12. Halff will complete the following tasks as part of the evaluation:

- Prior to the field review, conduct a comprehensive desktop review of government and other publicly available databases to determine whether occurrences of State and/or Federal listed plant or animal species may occur or have been documented in areas with similar habitat within or immediately adjacent to the project site. Databases to be reviewed will include, but not be limited to the US Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and Florida Natural Areas Inventory (FNAI), including the FWC bald eagle (*Haliaeetus leucocephalus*) nest database and the FWC wading bird rookery database.
- Review the project area to map and assess the extent and condition of the onsite habitats using the Florida Land Use, Cover, and Forms Classification System (FLUCFCS: Florida Department of Transportation, 1999).
- Conduct meandering pedestrian transect surveys for listed species on the project site in general accordance with the Florida Wildlife Conservation Guide (2011) as developed by the USFWS, FWC, and FNAI. Any items of concern that could potentially affect the project and permitting schedule will be recorded and reported to the Town.
- Conduct a species-specific survey for the gopher tortoise in accordance with the FWC Gopher Tortoise Permitting Guidelines (Revised 2022), conducted by an FWC Authorized Gopher Tortoise Agent. The survey will include a 100% survey of suitable habitats to locate gopher tortoise burrows and estimate the overall gopher tortoise density for the project site.
- Complete a summary report detailing the findings of the site review and listed species surveys conducted on the project site. If protected habitats, wetlands or listed species are encountered, their approximate locations will be depicted on an aerial photograph of the project site. If there are any regulatory constraints to development of the project due to wetlands or listed species, detailed recommendations on how to resolve the constraints prior to initiating construction will be provided to the Town.

**FEE: \$3,780.00**

## PHASE 610 Sand Skink Coverboard Survey

The Sand Skinks and Blue-tailed Mole Skinks Survey Protocol (July 2020) requires that all areas within the USFWS sand skink consultation area which are above 82' elevation containing excessively well drained soils are to be sampled for the presence of the sand skink (*Plestiodon reynoldsi*). Sampling consists of coverboard surveys (0.5-inch thick, 2 ft. by 2 ft. plywood boards) at a density of 40 boards per acre, with monitoring for four consecutive weeks over the period of March 1 – May 15. A GIS assessment of the parcel indicates the entire 2.23-acre parcel is comprised of potential sand skink habitat. In accordance with the Sand Skinks and Blue-Tailed Mole Skinks Survey Protocol, Halff will:

- Install coverboards in accordance with the Sand Skinks and Blue-tailed Mole Skinks Survey Protocol. For this effort, a total of 90 coverboards are estimated to sample the parcel. Prior to coverboard placement, any rooted vegetation will be removed, and the resulting exposed sand area will be leveled and smoothed to allow for detection of sand skink tracks.
- Inspect the coverboards once per week for four consecutive weeks for the presence of sand skink tracks.
- Prepare a brief summary report of the results of the coverboard sampling. The report will include a summary of the site conditions and documentation of the sampling effort and any skink observations. The report will also provide a summary of permitting requirements or recommendations to avoid skinks if they are documented within the project limits.

**FEE: \$13,960.00**

## PHASE 700 Geotechnical Evaluation

Halff will subcontract with Andreyev Engineering, Inc. to conduct a geotechnical investigation and evaluation to assess the subsoil and groundwater conditions at the project site, and to provide recommendations for the design of the foundation of the proposed tanks and other structures and recommendations of aquifer parameters for the design of the proposed stormwater retention pond. The scope of the geotechnical evaluation will include:

- Four Standard Penetration Test (SPT) borings at each of the two ground storage tanks to a depth of 100 feet or SPT refusal in limestone, whichever comes first.
- Two SPT borings to a depth of 25 feet at the location of the proposed building.
- One SPT boring to a depth of 25 feet at the location of the proposed generator building.
- Two SPT borings to a depth of 20 feet at the location of the proposed stormwater retention pond.
- Two permeability tube samples from a depth of 2 to 3 feet from the pond boring locations and two laboratory falling head permeability tests on the samples.
- Limited index testing of soils in the laboratory.



- Observation of groundwater levels during drilling and after stabilization.
- Development of a geotechnical engineering report that includes the data collected, as well as engineering recommendations for shallow foundation design for the proposed structures, and aquifer parameters for the recovery analysis of the proposed stormwater retention pond.

**FEE: \$18,894.00**

### **PHASE 800 Civil Site Design**

Halff will prepare engineering drawings for the civil site design. Progress submittals will be provided at the 30%, 60%, 90%, and 100% design milestones, including an opinion of probable construction cost. The civil site plans will be prepared in accordance with the Town of Howey-in-the-Hills Land Development Regulations and St. Johns River Water Management District (SJRWMD) requirements. This task includes the development of:

- Cover Sheet including a vicinity map, legal description, required names and addresses.
- Geometry Plans including site geometry, building and structure locations, setbacks, landscape buffers, parking, drive aisles, and sidewalks/ADA accessible routes as required.
- Stormwater and Drainage Master Plans including site grading, drainage structures, storm water piping (size, material, inverts and slopes), rim and invert elevations for structures.
- Site Grading Plans including finished floor elevations, parking lot and drive aisle elevations, stormwater pond grading, and tie-in grades at property lines.
- Stormwater/Erosion Control Plans including minimum Best Management Practices for stormwater and erosion control during construction as needed for Town and SJRWMD permitting.
- Paving and Drainage Detail Plans to include details in accordance with Town, Florida Department of Transportation (FDOT), and SJRWMD criteria. Site specific details will be provided as required.

**FEE: \$36,300.00**

### **PHASE 900 Landscape Architecture**

Halff will prepare minimum code landscape plans in conformance with local agency regulations, in addition to tree removal plans denoting trees to be preserved and removed and tree mitigation calculations for removal and replacement. The quantity, species, size and spacing of all materials will be specified in a material schedule on the plans. Details for the proper installation of plants will also be included. The final plans will be signed and sealed by a professional Landscape Architect.

**FEE: \$7,720.00**

**PHASE 910 Irrigation System Design**

Halff will prepare irrigation plans denoting complete coverage of the proposed code required landscape enhancements. Irrigation plans will include appropriate turf/bed/tree zones, approximate point of connection, mainline piping, head layout, required performance specifications, notes and details to satisfy installation of the proposed irrigation system.

**FEE: \$6,180.00**

**PHASE 1000 Architecture Design**

Halff will subcontract with Powell Studio Architecture, LLC to provide architectural and structural engineering design for an approximately 2,800 square foot Operations Building. It is assumed that a single building will be provided to house offices, plan storage, restrooms, laboratory, 480-volt electrical gear, chlorine storage and feed equipment, and high service pumps. Design drawings and specifications will be developed including floor plans, exterior elevations, building sections and details. Specifications will be prepared in the 16 Division CSI format. Progress submittals will be provided to the Town at the 60%, 90%, and 100% design milestones.

**FEE: \$15,620.00**

**PHASE 1010 Mechanical, Electrical, and Plumbing Design**

Halff will subcontract with Ingenuity Engineers, Inc. to prepare engineering drawings for the mechanical, electrical, and plumbing design for the operations building. Specifications will be prepared in the 16 Division CSI format. Design progress submittals will be provided at the 30%, 60%, 90%, and 100% design milestones, including an opinion of probable construction cost. Ingenuity Engineers, Inc. will also provide construction administration services including the review of requests for information, review of shop drawing submittals, and will visit the site at substantial and final completion.

**FEE: \$14,740.00**

**PHASE 1100 Water Treatment Plant Process Design – Base Design**

Halff will prepare engineering drawings for the water treatment plant design. This task includes the design of the well pumps, ground storage tanks, high service pump station, gas chlorination system, and tank mounted natural draft aerator based upon water quality from the wells with less than 0.6 mg/L total sulfide, less than 0.1 mg/L dissolved iron, less than 0.3 mg/L total iron, and pH greater than 7.2. Water quality not meeting these parameters will require advanced levels of treatment, the design of which is included in subsequent tasks in this proposal.

Halff will prepare a Preliminary Design Report in accordance with the requirements of 62-555.520, FAC. The report will include 30% design drawings, and a preliminary opinion of probable construction cost. Halff will submit a draft report, and conduct a review meeting with the Town. Comments received will be incorporated into the final Preliminary Design Report.

Design drawings and specifications will be developed in accordance with Florida Department of Environmental Protection regulations. Specifications will be prepared in the 16 Division CSI format, and Halff will prepare front end Division 0 bid documents. Progress submittals will be provided at the 60%, 90%, and 100% design milestones, including an opinion of probable construction cost.

**FEE: \$97,500.00**

**PHASE 1200 Structural Engineering Design**

Halff will subcontract with Wekiva Engineering, LLC to prepare engineering drawings for the structural design of the generator slab. Design progress submittals will be provided at the 60%, 90%, and 100% design milestones, including an opinion of probable construction cost. Specifications will be prepared in the 16 Division CSI format.

**FEE: \$2,915.00**

**PHASE 1300 Electrical and Instrumentation & Controls Design**

Halff will subcontract with Bailey Engineering Consultants, Inc. to prepare engineering drawings for the electrical and instrumentation and controls aspects of the water treatment plant design. This task includes design related to the well pumps, high service pumps, chlorination system, and site lighting. A generator with a diesel fuel tank to provide a redundant source of power will be included in the design. The instrumentation system design will be based on the Town's existing VTSCADA system with PLC controls. Design progress submittals will be provided at the 30%, 60%, 90%, and 100% design milestones, including an opinion of probable construction cost.

**FEE: \$119,900.00**

**PHASE 1400 Permitting**

Halff will prepare applications and make submittal for the following permits anticipated to be required for the construction of the project:

- Town of Howey-in-the-Hills Site Plan Permit
- FDEP Environmental Resources Permit
- FDEP Specific Permit to Construct PWS Components
- FDOT Drainage Connection Permit
- FDOT Right of Way Utilization Permit
- Lake County Right of Way Utilization Permit
- Lake County Driveway Connection Permit
- Lake County Department of Health Septic Tank Permit

Halff will conduct pre-application meetings, attend Development Review Committee Meetings, and respond to requests for additional information as required during the permitting process.

**FEE: \$58,946.00**

**PHASE 1500 Bidding Services**

Halff will provide the following services during bidding:

- Attend and conduct the pre-bid meeting, and compile and distribute meeting notes.
- Prepare addenda and responses to questions received from bidders.
- Review bids, prepare the bid tabulation, and make recommendation of award of the construction contract.
- Prepare conformed documents.

**FEE: \$14,105.00**

**PHASE 1600 Construction Administration**

Halff and our subconsultants will provide construction administration services including:

- Attend and conduct the pre-construction meeting, and compile and distribute meeting notes.
- Attend and conduct monthly construction progress meetings, and compile and distribute meeting notes.
- Review shop drawing submittals.
- Respond to requests for information (RFIs).
- Review change order requests.
- Observe construction progress weekly.
- Prepare a project punch list and verify its completion.
- Certify substantial and final completion.
- Review Contractor Applications for Payment

**FEE: \$163,741.00**

**PHASE 1700 Project Management**

Halff will prepare monthly progress reports, including data needs, pending decisions, activities completed in the prior month, activities planned for the upcoming month, and an updated project schedule. Halff will meet with the Town monthly to review the progress reports and overall status of the project. Internal quality assurance and quality control activities for the water treatment plant design, invoicing, and project management are also included in this Task.

**FEE: \$42,680.00**

**PHASE 1800 WTP Alternative No. 1: Sulfuric Acid System**

Adjustment of the pH of the raw water from the wells will be required if total sulfide concentrations exceed 0.3 mg/L, and pH exceeds 7.2. If required by the raw water quality from the wells, a sulfuric acid storage and feed system will be incorporated into the water treatment plant design. The sulfuric acid storage and feed system will consist of a tank or tanks for storage of bulk sulfuric acid, a concrete secondary containment structure, duplex chemical metering pump skid, and associated electrical and control improvements.

Halff will incorporate the sulfuric acid storage and feed system into the Preliminary Design Report prepared under Phase 1100. Design drawings and specifications for the sulfuric acid storage and feed system will be incorporated into the 60%, 90%, and 100% design submittals, and the associated opinions of probable construction cost.

**FEE: \$17,990.00**

**PHASE 1900 WTP Alternative No. 2: Packed Tower Aeration & Odor Control**

Forced draft aeration will be required if total sulfide concentrations in the raw water from the wells exceeds 0.6 mg/L. The forced draft aeration system will release large quantities of hydrogen sulfide into the air, requiring an associated odor control system. If required by the raw water quality from the wells, a packed tower aeration and odor control system will be incorporated into the water treatment plant design. The system will include a packed tower aerator, blower, odor control system, and associated duct work, and a concrete clearwell with vertical turbine transfer pumps.

Halff will incorporate the packed tower aeration and odor control system into the Preliminary Design Report prepared under Phase 1100. Design drawings and specifications for the packed tower aeration and odor control system will be incorporated into the 60%, 90%, and 100% design submittals, and the associated opinions of probable construction cost.

**FEE: \$34,840.00**

**PHASE 2000 WTP Alternative No. 3: Iron Filtration**

Iron filtration will be required if iron concentrations in the raw water from the wells exceeds 0.3 mg/L. If required by the raw water quality from the wells, an iron filtration system will be incorporated into the water treatment plant design. The system will include a pre-filter chlorine feed system and iron filtration units located on a concrete slab. Modifications to the septic tank and drain field design will also be required to accommodate backwash from the iron filtration system.

Halff will incorporate the iron filtration system into the Preliminary Design Report prepared under Phase 1100. Design drawings and specifications for the iron filtration system will be incorporated into the 60%, 90%, and 100% design submittals, and the associated opinions of probable construction cost.

**FEE: \$29,760.00**

**PHASE 2100 Reimbursables**

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed per Exhibit A Section II Compensation.

**FEE: \$15,000.00**

**Exclusions:**

This proposal does not include the following:

- Ornamental landscaping or additional plantings beyond code minimum requirements.
- LEED design of the operations building or other structures.
- Permitting for the incidental take or relocation of any listed species of flora or fauna, including gopher tortoises.
- Recording of historical resources discovered on the site during the Cultural Resources Assessment.
- Design of turn lanes or other improvements to County Road 48.
- Permit fees are not included in this proposal and shall be paid by the Town.

**Deliverables:**

Halff will provide the following deliverables as part of this project:

- Draft Potable Water Master Plan Update
- Final Potable Water Master Plan Update
- Boundary & Topographic Survey
- Phase I Environmental Assessment Report
- Cultural Resources Assessment Survey Report
- Environmental Site Assessment Report
- Sand Skink Cover Board Survey Summary Report
- Geotechnical Engineering Report
- Draft Preliminary Design Report
- Final Preliminary Design Report
- 60% Design Drawings, Specifications, and Opinion of Probable Construction Cost
- 90% Design Drawings, Specifications, and Opinion of Probable Construction Cost
- 100% Design Drawings, Specifications, and Opinion of Probable Construction Cost
- Town of Howey-in-the-Hills Permit Application
- FDEP Environmental Resources Permit Application
- FDEP Specific Permit to Construct PWS Components Application
- FDOT Drainage Connection Permit Application
- FDOT Right of Way Utilization Permit Application
- Lake County Right of Way Utilization Permit Application
- Lake County Driveway Connection Permit Application
- Lake County Department of Health Septic Tank Permit Application
- Bid Tabulation and Recommendation of Award

Halff will provide two hard copies and one electronic copy of all deliverables. Final documents will be signed and sealed as appropriate.

**Schedule:**

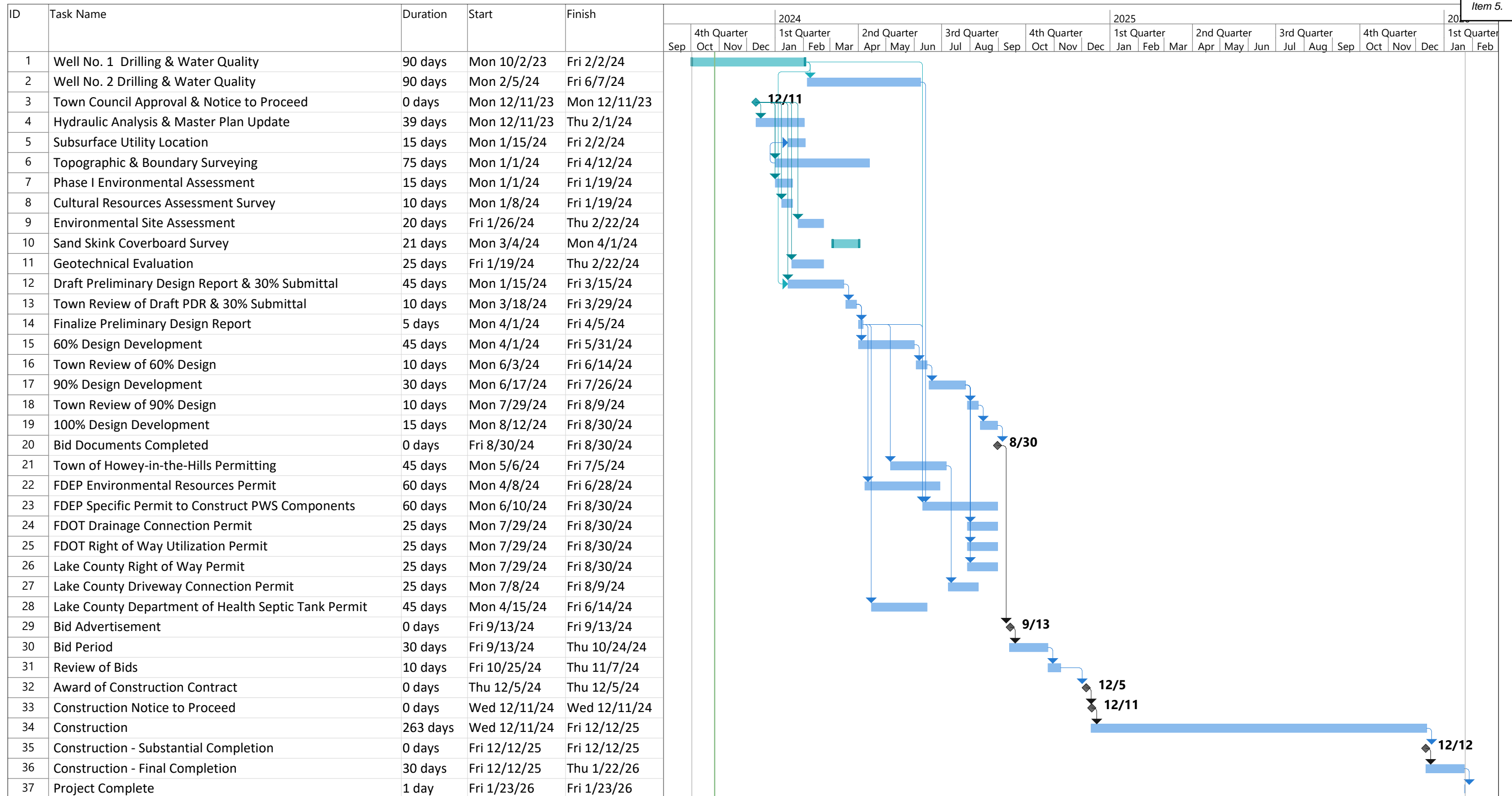
The time period for the performance of Halff’s services for design and permitting will be 270 days from the issuance of a Notice to Proceed (NTP) by the Town. Time periods for performance of individual tasks are as follows:

- |   |                                  |
|---|----------------------------------|
| ▪ Hydraulic Analysis & Master Plan Update:      | 60 days from NTP                 |
| ▪ Subsurface Utility Location:                  | 60 days from NTP                 |
| ▪ Topographic & Boundary Surveying:             | 150 days from NTP                |
| ▪ Phase I Environmental Assessment:             | 60 days from NTP                 |
| ▪ Cultural Resources Assessment Survey:         | 60 days from NTP                 |
| ▪ Environmental Site Assessment:                | 90 days from NTP                 |
| ▪ Sand Skink Coverboard Survey:                 | 150 days from NTP                |
| ▪ Geotechnical Evaluation:                      | 90 days from NTP                 |
| ▪ Draft Preliminary Design Report & 30% Design: | 120 days from NTP                |
| ▪ Final Preliminary Design Report & 30% Design: | 14 days from receipt of comments |
| ▪ 60% Design Documents:                         | 60 days from Final PDR           |
| ▪ 90% Design Documents:                         | 60 days from receipt of comments |
| ▪ 100% Design Documents:                        | 30 days from receipt of comments |
| ▪ Permitting:                                   | 270 days from NTP                |

This schedule assumes that water quality data for the first well is available within six weeks of the Notice to Proceed, that water quality for both wells is available within six months of Notice to Proceed, and that review meetings will be held with fourteen days of each submittal. A detailed schedule is presented in Exhibit B.

# EXHIBIT B

Item 5.



Project: Howey-in-the-Hills WT  
Date: Fri 10/27/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



Exhibit C: Fee Estimate Breakdown

PHASE	Engineer V	Engineer III	Engineer I	Office Tech V	Office Tech III	Administrative III	Landscape Architect III	Scientist III	Surveyor IV	2-Man Survey Crew	Sub Consultant	Staff Hours	Total Task Fee
	\$270.00	\$190.00	\$125.00	\$165.00	\$100.00	\$95.00	\$145.00	\$160.00	\$195.00	\$190.00	\$	By Activity	
Phase 100: Hydraulic Analysis and Master Plan Update	8	24	80		24	8						144	\$19,880.00
Phase 200: Subsurface Utility Location											\$3,108.00	0	\$3,108.00
Phase 300: Topographic and Boundary Surveying				80					40	80		200	\$36,200.00
Phase 400: Phase I Environmental Assessment											\$2,640.00	0	\$2,640.00
Phase 500: Cultural Resources Assessment Survey											\$2,970.00	0	\$2,970.00
Phase 600: Environmental Site Evaluation					2	4		20				26	\$3,780.00
Phase 610: Sand Skink Coverboard Survey					4	8		80				92	\$13,960.00
Phase 700: Geotechnical Evaluation											\$18,894.00	0	\$18,894.00
Phase 800: Civil Site Design	24	40	60	80		16						220	\$36,300.00
Phase 900: Landscape Architecture						8	48					56	\$7,720.00
Phase 910: Irrigation System Design						4	40					44	\$6,180.00
Phase 1000: Architecture Design											\$15,620.00	0	\$15,620.00
Phase 1010: Mechanical, Electrical, and Plumbing Design											\$14,740.00	0	\$14,740.00
Phase 1100: WTP Process Design	40	120	200	80	200	60						700	\$97,500.00
Phase 1200: Structural Engineering Design											\$2,915.00	0	\$2,915.00
Phase 1300: Electrical and Instrumentation & Controls Design											\$119,900.00	0	\$119,900.00
Phase 1400: Permitting	8					16						24	\$3,680.00
Phase 1410: Town of Howey-in-the-Hills Permit	4	12	12			4						32	\$5,240.00
Phase 1420: FDEP Environmental Resources Permit	4	48	24	24		4						104	\$17,540.00
Phase 1430: FDEP Specific Permit to Construct PWS Components	4	20	8			4						36	\$6,260.00
Phase 1440: FDOT Drainage Connection Permit	4	20	24	8		4						60	\$9,580.00
Phase 1450: FDOT Right of Way Utilization Permit	2	12	24			4						42	\$6,200.00
Phase 1460: Lake County Right of Way Utilization Permit	2	8	8			2						20	\$3,250.00
Phase 1470: Lake County Driveway Connection Permit	2	20	12			2						36	\$6,030.00
Phase 1480: Lake County Department of Health Septic Tank Permit											\$1,166.00	0	\$1,166.00
Phase 1500: Bidding Services	4	8	16	4		8						40	\$6,020.00
Phase 1510: Architectural Bidding Services											\$2,200.00	0	\$2,200.00
Phase 1520: Structural Bidding Services											\$935.00	0	\$935.00
Phase 1530: Electrical and I&C Bidding Services											\$4,950.00	0	\$4,950.00
Phase 1600: Construction Administration	40	80	160			60						340	\$51,700.00
Phase 1610: Architectural Construction Administration											\$9,350.00	0	\$9,350.00
Phase 1620: Structural Construction Administration											\$5,500.00	0	\$5,500.00
Phase 1630: Electrical and I&C Construction Administration											\$97,191.00	0	\$97,191.00
Phase 1700: Project Management	144					40						184	\$42,680.00
Phase 9999: Reimbursables												0	\$15,000.00
<b>Base Staff Hours</b>	<b>290</b>	<b>412</b>	<b>628</b>	<b>276</b>	<b>230</b>	<b>256</b>	<b>88</b>	<b>100</b>	<b>40</b>	<b>80</b>		<b>2,400</b>	
<b>Base Staff Cost</b>	<b>\$78,300.00</b>	<b>\$78,280.00</b>	<b>\$78,500.00</b>	<b>\$45,540.00</b>	<b>\$23,000.00</b>	<b>\$24,320.00</b>	<b>\$12,760.00</b>	<b>\$16,000.00</b>	<b>\$7,800.00</b>	<b>\$15,200.00</b>	<b>\$302,079.00</b>		<b>\$696,779.00</b>
<b>Alternatives</b>													
Phase 1800: WTP Alternative 1: Sulfuric Acid System	2	8	16	4	48							78	\$9,520.00
Phase 1810: WTP Alt 1: Structural Engineering											\$3,520.00	0	\$3,520.00
Phase 1820 WTP Alt 1: Electrical & I&C Engineering											\$4,950.00	0	\$4,950.00
Phase 1900: WTP Alternative 2: Packed Tower Aeration & Odor Control	2	16	40	8	80							146	\$17,900.00
Phase 1910: WTP Alt 2: Structural Engineering											\$9,900.00	0	\$9,900.00
Phase 1920 WTP Alt 2: Electrical & I&C Engineering											\$7,040.00	0	\$7,040.00
Phase 2000: WTP Alternative 3: Iron Filtration	2	8	24	4	60							98	\$11,720.00
Phase 2010: WTP Alt 3: Structural Engineering											\$2,200.00	0	\$2,200.00
Phase 2020 WTP Alt 3: Electrical & I&C Engineering											\$15,840.00	0	\$15,840.00
<b>Alternative Staff Hours</b>	<b>6</b>	<b>32</b>	<b>80</b>	<b>16</b>	<b>188</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>322</b>	
<b>Alternative Staff Cost</b>	<b>\$1,620.00</b>	<b>\$6,080.00</b>	<b>\$10,000.00</b>	<b>\$2,640.00</b>	<b>\$18,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$43,450.00</b>		<b>\$82,590.00</b>
<b>Total Staff Hours</b>	<b>296</b>	<b>444</b>	<b>708</b>	<b>292</b>	<b>418</b>	<b>256</b>	<b>88</b>	<b>100</b>	<b>40</b>	<b>80</b>		<b>2,722</b>	
<b>Total Staff Cost</b>	<b>\$79,920.00</b>	<b>\$84,360.00</b>	<b>\$88,500.00</b>	<b>\$48,180.00</b>	<b>\$41,800.00</b>	<b>\$24,320.00</b>	<b>\$12,760.00</b>	<b>\$16,000.00</b>	<b>\$7,800.00</b>	<b>\$15,200.00</b>	<b>\$345,529.00</b>		<b>\$779,369.00</b>



**EXHIBIT D**  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Standard Grant Agreement**

Item 5.

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Howey-in-the-Hills North Wells and Water Treatment Plant** Agreement Number: **LPA0543**

2. Parties **State of Florida Department of Environmental Protection,  
 3900 Commonwealth Boulevard  
 Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Town of Howey-In-The-Hills** Entity Type: **Local Government**

Grantee Address: **P.O. Box 128, Howey-in-the-Hills, FL 34737** FEID: **59-1061566** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **November 30, 2026**

4. Project Number: Project Location(s): **Lat/Long: (28.7256, -81.7782)**  
 (If different from Agreement Number)

Project Description: **The Grantee will construct a new north water treatment plant to replace an aging outdated facility.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$ 4,250,000.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>LP, GAA LI 1705A, FY 23-24, GR</b>	<b>\$ 4,250,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			<b>\$ 4,250,000.00</b>

6. Department's Grant Manager Name: <b>Gregg Caro</b> _____ or successor Address: <b>Florida Dept. of Environmental Protection</b> <b>3900 Commonwealth Blvd.</b> <b>Tallahassee, FL 32399-3000</b> Phone: <b>850-245-2982</b> Email: <b>Gregg.Caro@FloridaDEP.gov</b>	Grantee's Grant Manager Name: <b>Morgan Cates</b> _____ or successor Address: <b>Town of Howey-in-the-Hills</b> <b>P.O. Box 128</b> <b>Howey-in-the-Hills, FL 34737</b> Phone: <b>352-805-0205</b> Email: <b>mcates@howey.org</b>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input type="checkbox"/> Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	Item 5.
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**Town of Howey-In-The-Hills**

**GRANTEE**

By \_\_\_\_\_  
*(Authorized Signature)* Date Signed

**Sean O'Keefe, Town Manager**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
 Secretary or Designee Date Signed

**Angela Knecht, Director, Division of Water Restoration Assistance**

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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DWRA Additional Signatures

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Gregg Caro, DEP Grant Manager

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Kathleen Downey, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### 4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### 5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### 6. Acceptance of Deliverables.

- i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### 7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## 8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
  - ii. 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 posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).

- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

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terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

### 13. Termination.

- i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

### 14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

### 15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- i. **Signage Requirements**
- a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## 26. Scrutinized Companies.

- i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## 27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

## 28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department’s Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee’s integrity or responsibility. Such information may include, but shall not be limited to, Grantee’s business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## 29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

### **30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

### **31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

### **32. Subcontracting.**

## **Attachment 1**

11 of 13



- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

### **35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

### **36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

### **37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

### **38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

### **39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LPA0543

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Howey-in-the-Hills North Wells and Water Treatment Plant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.  
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:  

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers’ Compensation and Employer’s Liability Coverage.  
The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department’s Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

The Grantee will identify the expected return on investment for this project and provide this information to the Governor’s Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee’s project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@floridaDEP.gov](mailto:legislativeaffairs@floridaDEP.gov).

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

**15. Additional Terms.**

None.

### ATTACHMENT 3 GRANT WORK PLAN

**PROJECT TITLE:** Howey-in-the-Hills North Wells and Water Treatment Plant

**PROJECT LOCATION:** The Project will be located in the Town of Howey-in-the-Hills within Lake County; Lat/Long (28.7256, -81.7782). See Figure 1 for location map.

**PROJECT BACKGROUND:** The Town of Howey-in-the-Hills (Grantee) currently operates the north water treatment plant which services a third of the service area and is the sole source of water during outages at the south plant. This Project will construct a new water treatment plant to replace an aging, outdated facility that is failing, costly to maintain, and located in a leased Florida Department of Transportation right-of-way.

**PROJECT DESCRIPTION:** The Grantee will construct the new water treatment plant to include the following activities for the Project:

- Site construction: paving grading & drainage, access connection, landscaping & irrigation, on-site utilities, site lighting & security.
- Water storage tank construction.
- On-site building construction.
- Treatment & pumping system construction.
- Supply main tie-ins to the existing town water system.
- Demolition & removal of old water treatment plant.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

#### **Task 1: Bidding and Contractor Selection**

**Deliverables:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Howey-in-the-Hills North Wells and Water Treatment Plant.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

#### **Task 2: Project Management**

**Deliverables:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Documentation:** The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

**Performance Standard:** The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 3: Construction**

**Deliverables:** The Grantee will construct the Howey-in-the-Hills North Wells and Water Treatment Plant in accordance with the construction contract documents.

**Documentation:** The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 3) a signed Engineer’s Certification of Payment Request.

**Performance Standard:** The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

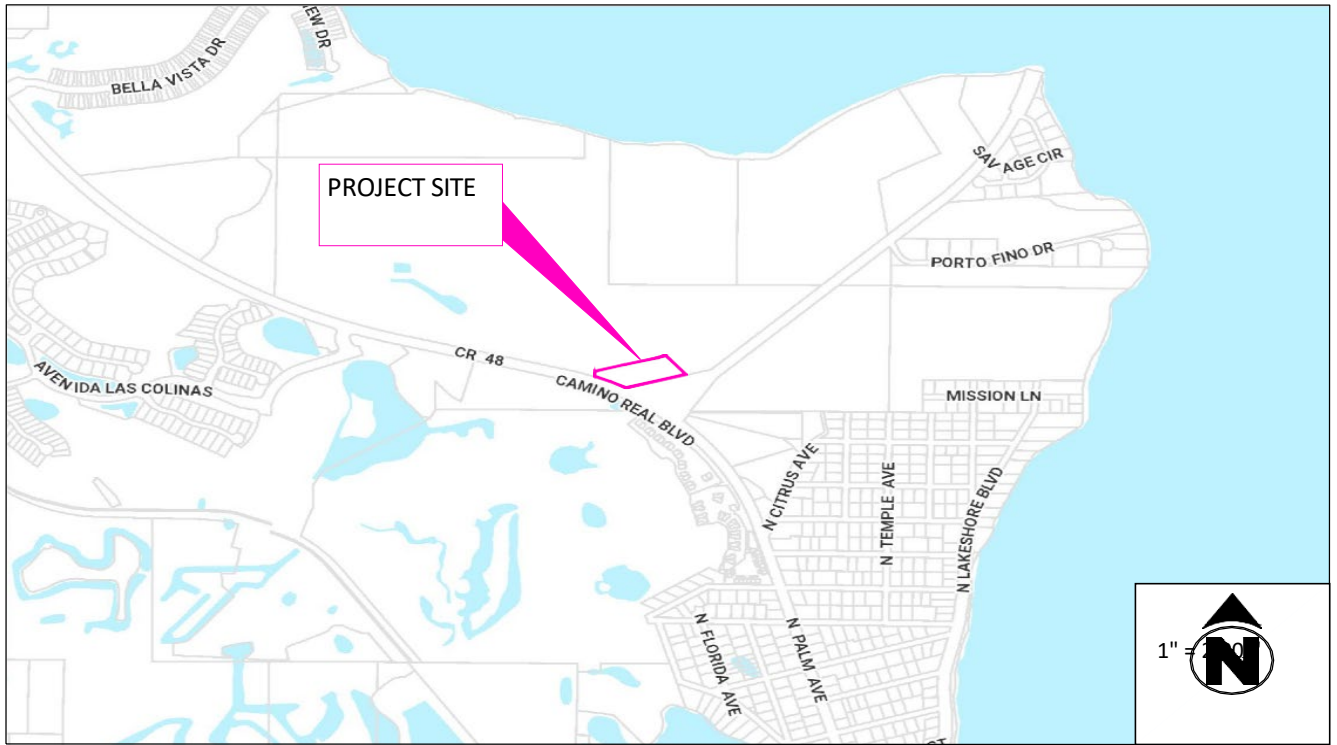
**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	\$5,000	07/01/2023	05/31/2026
2	Project Management	Contractual Services	\$45,000	07/01/2023	05/31/2026
3	Construction	Contractual Services	\$4,200,000	07/01/2023	05/31/2026
Total:			\$4,250,000		

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Figure 1: Location Map



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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
**ATTN: Office of Ombudsman and Public Services**  
**Public Records Request**  
**3900 Commonwealth Boulevard, MS 49**  
**Tallahassee, Florida 32399**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

## Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	



Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protections	2023-2024	37.039	Statewide Water Quality Restoration Projects – LI 1705A	\$4,250,000	140047
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$4,250,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	LPA0543
<b>Project Title:</b>	Howey-in-the-Hills North Wells and Water Treatment Plant
<b>Grantee Name:</b>	Town of Howey-In-The-Hills
<b>Grantee's Grant Manager:</b>	Morgan Cates
<b>Reporting Period:</b>	Select Quarter - Select Year

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

**Task 1: Bidding and Contractor Selection**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 2: Project Management**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 3: Construction**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Completion Status for Tasks:**

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

**Design (Plans/Submittal):** 30% , 60% , 90% , 100%

**Permitting (Completed):** Yes , No

**Construction (Estimated):** \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager  
(Original Ink or Digital Timestamp)

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



**Date:** January 08, 2024

**To:** Mayor and Town Council

**From:** Fred DeVito, Finance Supervisor

**Re:** Consideration and Approval: **New Account - Seacoast Money Market Account**

**Objective:** *To generate interest income from Howey-in-the-Hill's operating funds.*

**Summary:**

*Currently, operating funds are contained within a checking account that bears no interest. We want to take advantage of the short-term market rates (which are unusually high), by allocating a portion of the town's funds into a new money market account. Money markets are extremely liquid and allow for exposure to the market with minimal risk.*

**Possible 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:**

*Our calculations have determined that it is safe to transfer 1.5 million into the new money market account with Seacoast Bank. This would leave the town with a balance of roughly 1.4 million, which will strategically offset any minimum balance fees. Seacoast quoted a yield of 5.25% generating an additional \$78,750.00 in interest income. All funds are contained within the same financing institution (Seacoast Bank) so transfers can be made between accounts as necessary at no cost to the town.*

**Staff Recommendation:**

*We highly recommend taking advantage of this opportunity. Short-term rates will not remain at historical highs forever.*

**ORDINANCE NO. 2023-013**

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE ELEMENT (FLUE) OF THE TOWN’S ADOPTED COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3184 OF FLORIDA STATUTES; DESCRIBING THE ANALYSIS AND REEVALUATION UNDERTAKEN BY TOWN COUNCIL REGARDING RESIDENTIAL DENSITIES AND LOT SIZES IN POST-2010 RESIDENTIAL DEVELOPMENT IN THE TOWN; AMENDING CERTAIN FLUE POLICIES TO MODIFY THE REQUIREMENTS IN THE “VILLAGE TOWN CENTER” AND “MEDIUM DENSITY RESIDENTIAL” LAND-USE DESIGNATIONS REGARDING DWELLING UNITS PER ACRE, **LOT SIZES**, AND OPEN SPACE; AMENDING OTHER RELATED REQUIREMENTS FOR THE TWO LAND-USE DESIGNATIONS; **AMENDING POLICY 1.2.6 OF THE FUTURE LAND USE ELEMENT TO SPECIFY AREAS WHERE THE TOWN MAY ALLOW LOTS SMALLER THAN ONE-FOURTH ACRE (10,890 SQ. FT.); PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.****

**Be it ordained by the Town Council of the Town of Howey-in-the-Hills, Florida:**

**Section 1. Findings.** In adopting this ordinance, the Town Council of the Town of Howey-in-the-Hills, Florida finds and declares the following:

- (1) Under Section 163.3184 of Florida Statutes, the Town Council adopted a comprehensive plan, which includes the statutorily required Future Land Use Element (FLUE). Among other things the FLUE sets requirements and provides certain allowances for residential development in the Town.
- (2) After 2010, substantial amounts of approved residential development were constructed at substantially densities and substantially smaller lot sizes than were prevalent in the Town’s development prior to 2010.
- (3) In 2022 and 2023 the Town Council and its Planning and Zoning Board undertook an analysis and reevaluation of the post 2010 densities and lot sizes, with robust public participation in the reevaluation.
- (4) The consensus on Town Council, at the Planning and Zoning Board, and among Town residents was that the increased densities and smaller lot sizes are inconsistent with the development pattern, character, and ambiance of the Town’s historical neighborhoods. For that reason, the Town Council determines that adjustment of density and open-space

requirements in the Future Land Use Element of the Town’s adopted Comprehensive Plan is justified and desirable.

- (5) Under Section 163.3184 of the Florida Statutes, on \_\_\_\_\_, 2023, the Town approved the transmittal to the Florida Department of Commerce and other required review agencies of the proposed amendments to the Future Land Use Element. The Town held a second public hearing for adoption on the comprehensive plan amendments on \_\_\_\_\_, 202\_\_\_\_, after the Town received responsive comments from the Florida Department of Commerce.
- (6) The Town Council has determined that it is in the interest of the citizens, residents, and property owners of the Town to adopt the proposed amendments to the Future Land Use Element of the Town’s adopted Comprehensive Plan.

**Section 2. Adoption of Amendments to the Future Land Use Element.** The amendments to the Future Land Use Element of the Town’s adopted Comprehensive Plan, as contained in **Attachment A** to this ordinance with the underscore and strike-through format, are hereby approved and adopted by the Town Council.

**Section 3. Codification.** The amendments to the Future Land Use Element are hereafter part of the Town’s adopted Comprehensive Plan and are to be codified and posted on the Town’s website accordingly. Goals, objectives, and policies of the Future Land Use Plan may be renumbered or reorganized for editorial or codification purposes. Such renumbering or reorganization shall not constitute or be deemed a substantive change to the adopted Future Land Use Element.

**Section 4. Severability.** If any provision or portion of this ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full effect. To that end, this ordinance is declared to be severable.

**Section 5. Effective Date.** This ordinance shall become effective 31 days after its passage and approval as a non-emergency ordinance at two regular meetings of the Town Council. If challenged timely pursuant to section 163.3187(5) of the Florida Statutes, the amendments shall take effect when the state land planning agency or the Administration Commission, as appropriate, issues a final order.

*[ signatures on the following page ]*

**ORDAINED AND ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by the Town Council of the Town of Howey-in-the-Hills, Florida.

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

By: its Town Council

By: \_\_\_\_\_  
Hon. Martha MacFarlane, Mayor

**ATTEST:**

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

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

\_\_\_\_\_  
Thomas J. Wilkes, Town Attorney

Planning and Zoning Board hearing(s) held December 21, 2023  
LPA public hearing and transmittal public hearing held \_\_\_\_\_  
Second reading and adoption public hearing held \_\_\_\_\_



**Attachment A**

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**Amendments  
*to*  
Future Land Use Element**

FUTURE LAND USE ELEMENT



TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON OCTOBER 11, 2010

AMENDED:

APRIL 22, 2020

\_\_\_\_\_, 202\_\_

**FUTURE LAND USE ELEMENT  
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## CHAPTER 1 FUTURE LAND USE ELEMENT

The data and analysis presented in the Future Land Use Element and other elements of the comprehensive plan is updated from the information used to develop the 2010 Comprehensive Plan Update. Some of the data was developed in 2017 as part of the Evaluation and Appraisal Review of the comprehensive plan. Where appropriate additional data has been included in the 2018 analysis.

### A. INTRODUCTION

#### 1. Purpose

The purpose of the *Future Land Use Element* is the designation of future land use patterns as reflected in the goals, objectives and policies of the local government comprehensive plan elements.

The *Future Land Use Element* sets forth the physical plan for the future development of the Town. The *Future Land Use Element* describes the appropriate location for the future land uses and promulgates the policies regulating the location and development of all land uses. The *Future Land Use Element* sets forth not only the density and intensity of land uses, but also considers other factors affecting land use development, such as timing, cost, and current development trends.

While each *Element* within the *Comprehensive Plan* is important, the *Future Land Use Element* is arguably the most important as it must be consistent with all other *Comprehensive Plan Elements* and articulate the *Goals, Objectives and Policies* of these other *Elements* in the form of specific land use policies.

The *Existing Land Use Map* included as part of this *Element*, describes the location and distribution of land uses in Howey-in-the-Hills in 2018. The *Future Land Use Map* (also included in this *Element*) is the focus of the *Comprehensive Plan*. It indicates the proposed location and distribution of land uses in the year 2035. All policies contained within this *Plan* must be consistent with the *Comprehensive Plan* and the *Future Land Use Map*. All land development regulations in effect subsequent to the adoption of this *Plan* must be consistent with the *Future Land Use Map* and the goals, objectives and policies of the *Comprehensive Plan*.

This *Future Land Use Element* is a required element; the minimum criteria for its contents are established in Florida Statutes Chapter 163. This *Plan Element* was formulated to be consistent with relevant sections of Chapter 163, Part II, F.S., the *State Comprehensive Plan*, and the *Comprehensive East Central Florida Regional Policy Plan*.

### B. Population Estimates and Forecasts

In order to plan for growth, it is first necessary to project the number of persons that will reside

in the Town. The effectiveness of a local government’s comprehensive plan depends principally on the accuracy of population projections for both resident and seasonal populations. These predictions for the future are the basis of planning for future land use, housing, recreation and open space, and public services and infrastructure needs.

A population projection to 2035 has been prepared to coordinate with long-range utility planning for water and sewer services. This estimate assumes the Town will continue to undergo a steady residential development pattern based on single-family homes as the predominant housing type. Projections for small populations are notoriously tricky given the small base size of the population and the ability for a single project to significantly affect total population and the timing of housing production. Therefore, a table presenting the major approved projects with total approved unit count has been included.

The table also indicates which projects have met concurrency requirements and which projects still must meet concurrency tests for water and sewer service at the time subdivision or site plan approval is sought. In theory, the projects without concurrency approval are vulnerable to development denial if necessary public services are not available. This “check process” should provide a safety valve should the water and/or sewer demand be out of line with system capacity at the time the development seeks approval. The projection for resident and seasonal populations is provided below.

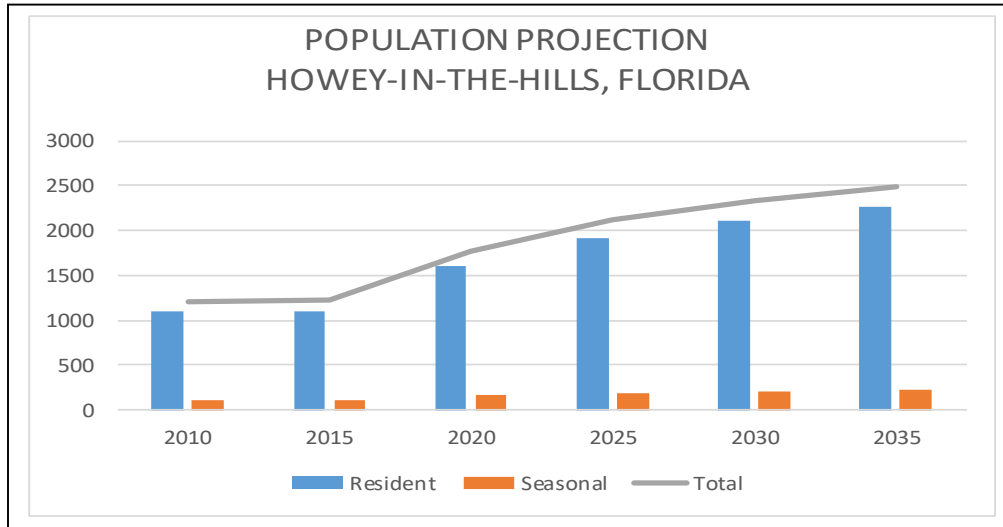
**TABLE 1: POPULATION ESTIMATES AND PROJECTIONS 2010 -2035**

<b>POPULATION PROJECTION HOWEY-IN-THE-HILLS, FLORIDA</b>			
<b>Year</b>	<b>Resident</b>	<b>Seasonal</b>	<b>Total</b>
2010	1098	110	1208
2015	1106	111	1217
2020	1604	160	1764
2025	1925	193	2118
2030	2118	212	2330
2035	2266	227	2493

Source: US Census, BEBR and TMH Consulting projections.

Since 2015, the Town has seen the impact of development in the Venezia South subdivision with the 2017 BEBR estimate being set at 1,355 people. The projections assume this rate of development will continue to 2020 resulting in a total population increase of about 45%. This rate of growth is likely unsustainable over the long term, but it is also likely that at least one of pending major projects will move forward as the rater of development in Venezia South slows. The projections assume a declining rate of growth over the succeeding time increments, while still projecting a significant increase. If multiple large projects move forward at the same time or if significant levels of multi-family housing enter the market, population growth will be

accelerated over these projections. The graph below offers a visual representation of this data.



The following table provides a summary of major developments that have received some level of approval through the Town’s planning and development review process. The approved projects with 2018 concurrency certifications are Venezia South and Whispering Hills. The other projects have received planning level approval but must still pass a concurrency review at the time development in the form of subdivision or site plan review is proposed. Venezia North (Talichet) is currently pursuing a new development agreement to increase the project size from 93 to 139 units.

**TABLE 2: SIGNIFICANT DEVELOPMENT PROJECTS**

PROJECT	SFR	MFR	TOTAL	NOTES
Venezia South	172	113	285	Already connected to systems
Talichet	93		93	
Whispering Hills	156		156	
Lake Hills			780	No SFR/MFR split available
Mission Rise	400		400	
The Reserve	403	330	733	
Total	1224	443	2447	

**C. Existing Conditions**

**1. Existing Land Use**

The amount of acreage located within the Town’s current boundaries is presented in Table 3 by the existing land use categories. The Town has had no annexations since 2010, and the only change in existing land use is the development of 129.31 acres of



single-family residential in the Venezia South Village Mixed Use classification. This area has been deducted from the vacant Village Mixed Use Category and added to the single-family residential totals.

Table 3: Acreage within Existing Land Use Categories, 2017

Existing Land Use	Acreage	Percentage of Total
Residential (includes all residential uses except vacant Village Mixed Use)	673.63	28.71%
Single-family Residential	321.69	13.71%
Condominium	14.10	0.60%
Multi-family less than 10 units	1.07	0.05%
Vacant Residential	336.44	14.34%
Vacant Lakefront Residential	0.33	0.01%
Commercial (except Village Mixed Use)	120.09	5.12%
Vacant Commercial	114.53	4.88%
Recreation (includes golf courses, recreation other, and vacant preserve/passive park)	4.50	0.19%
Golf Courses (Mission Inn golf course is included in the Vacant Planned Unit Development/Mixed Use acreage)	1.06	0.05%
Recreation (other)	218.85	9.33%
Vacant Preserve/Passive Park (Sarah Maude Mason Preserve of 54 acres included in Conservation acreage)	0.95	0.04%
Public Use (includes utilities, roads, ROWs, educational facilities, institutional, and government facilities)	165.29	7.05%
Utilities	37.15	1.58%
Roads	4.14	0.18%
Educational Facilities	6.99	0.30%
Government Facilities	4.34	0.19%
Institutional	6.48	0.28%
Vacant Institutional	2.36	0.10%
Conservation	517.58	22.06%
Industrial	24.27	1.03%
Vacant Planned Unit Development/Village Mixed Use	780.69	33.28%
<b>Total</b>	<b>2,345.94</b>	<b>100.00%</b>

Source: TMH Consulting update of 2010 tabulations.

**Residential** - This category on the *Existing Land Use Map* denotes all land used for residential purposes, including single family, accessory apartments, rectories, and mobile home structures, but specifically excludes recreational vehicles, travel trailers, or similar vehicles. Single family residential use is permitted in all areas of the Town except the public use, recreational, industrial, and conservation areas in Town. The permitted density for residential lands in Howey-in-the-Hills as of the Town’s 2023 reevaluation and analysis of residential land uses is featured in Table 4.

**Commercial** - This category on the *Existing Land Use Map* denotes all land used for retail and wholesale trade, offices, restaurants, hotels and motels, and professional services. Most of the commercial uses in Town are found along Central Avenue. Commercial land use is permitted in the Town Center Overlay, Town Center Mixed Use, Village Center Mixed Use, and Neighborhood Commercial. The maximum intensity for commercial uses in Town is presented in Table 4.

**Industrial** – This category on the *Existing Land Use Map* denotes all land used for warehousing, assembly and distribution of goods, light processing, heavy equipment, large durable goods, or other land uses requiring heavy truck traffic. The Town permits industrial uses on Light Industrial lots with conditions. Cell towers are also permitted in this land use under certain conditions. The intensity of industrial uses permitted in Town is featured in Table 4.

**Public Use** - This category on the *Existing Land Use Map* denotes all land used for public service activities, water plants, electric sub-stations and telephone facilities except for cell towers. On the *Existing Land Use Map*, this category includes and is used for utilities, government owned facilities, and institutional facilities such as educational facilities, day care facilities, churches or residential care facilities. The Town permits an intensity of 0.50 impervious surface ratio or 0.25 floor area ratio (see Table 4).

**Recreation** - This category on the *Existing Land Use Map* denotes all land primarily used for outdoor recreational activities such as picnicking, jogging, cycling, outdoor courts, golf courses, and playing fields. These lands include both private and public recreational facilities. The Town permits an impervious surface ratio of 0.30 on recreational land uses (see Table 4).

**Conservation** - This category on the *Existing Land Use Map* denotes all land used for wetlands, some uplands, public managed lands, floodplains, flood prone areas, and other areas in which valuable natural resources are found. No buildings are allowed on conservation lands in Town except for boardwalks, docks, observation decks, or similar facilities allowed by the Town and all regulatory agencies.

**Planned Unit Development(PUD)/Village Mixed Use** - In 1992, the Town approved a *Planned Unit Development Mixed Use District Ordinance* which permits a variety of residential structures and a diversity of building arrangements as well as complementary and compatible commercial uses and public or quasi-public facilities developed in accordance with an approved development plan. A large percentage of the lots in this category on the *Existing Land Use Map* are vacant. The permitted maximum density and intensity standards for planned unit development/mixed use are presented in Table 4.

## **2. Availability of Public Facilities and Services**

The following data and analysis describes the availability of services and facilities to support development.

**a. Sanitary Sewer**

The Town has entered into an agreement with the Central Lake Community Development District to provide wastewater treatment for the Town. New Village Mixed Use development is required to connect to sanitary sewer, and the Town has begun the process of providing sanitary sewer on Central Avenue. Infill development in the largely developed portions of the Town will continue to use septic tanks until sanitary sewer service can be made available. The Town will own and maintain the collection system (mains, lift stations, etc.) within the Town limits.

**b. Potable Water**

The Town currently owns, operates and maintains a central potable water treatment and distribution system. The Town's potable water system provides water for both residential and non-residential purposes, including fire-fighting demands. The Town's water system consists of two water plants located approximately one mile apart with a total of three active wells, one out-of-service well, one 500,000-gallon ground storage tank and one 15,000-gallon hydropneumatic tank. The elevated storage tank remains in place but is not active.

The *Comprehensive Plan* sets two different levels of service for potable water usage. The first LOS standard is 242.0 gallons per day per capita for the overall customer usage and the second LOS standard is 150.8 gallons per day per resident for the residential customers.

The Town currently holds a consumptive use permit for 10-MGD. The permit is in the process of being revised as the Town has exceeded the consumption level. The permit revision is part of a larger planning process for master plans for both water and sewer. These plans are expected to be completed by the end of 2018, and once completed will identify projects for inclusion in the capital improvements program.

Table 4: Permitted Maximum Density/Intensity within Land Use Categories  
 (as of amendments approved \_\_\_\_\_, 202\_\_)

Future Land Use	Maximum Density/Intensity	Description
Rural Lifestyle (RL)	Must have a minimum of 2 acres for this land use. 1 dwelling unit per 2 acres; all buildings not to exceed .15 FAR; 20% max. impervious surface coverage; 50% open space required.	Primarily single-family detached homes with agricultural uses.
Low Density Residential (LDR)	2 dwelling units per acre	Primarily single-family detached homes.
Medium Density Residential (MDR)	<p><del>4</del> <u>3</u> dwelling units per acre; 25% minimum open space required</p> <p>Developments with 100 units or more shall be required to have a public recreation component.</p> <p>Developments with <u>either</u> more than 300 proposed <u>dwelling</u> units <u>or more than 100 acres</u> must use the Village Mixed Use designation.</p>	Single-family detached homes, townhomes, etc.; this category may also include support community facilities and elementary schools.

<p>Town Center Mixed Use (TCMU)</p>	<p>The Town Center Overlay District denotes where specific uses are permitted within the Town Center (see the Town’s <i>Town Center Overlay Map</i>).</p> <p>For areas designated Commercial Core, all new buildings must be 2 stories or provide a minimum street façade elevation of at least 15-feet to create a vertical enclosure along Central Avenue. A max. 2.0 FAR is permitted if parking requirements are achieved. Where new residential uses are constructed in the Commercial Core, these uses shall be located on the second floor of buildings. (Existing single-family units on Central Avenue west of Dixie Drive and units fronting on Oak street and Holly Street are considered permitted uses. Single-family residences may not be constructed elsewhere within the Town Center Commercial area. Properties in the Town Center Commercial Area within the designated sections of W. Central Avenue, Oak street and Holly Street may be converted to non-residential uses, and once converted, may not revert to single-family residential use.)</p> <p>For areas designated Office/Services or Residential, 40% max. impervious surface coverage. May live and/or work in these areas.</p> <p>For areas designated Residential, a max. of 4 units per acre.</p> <p>There is a total of 81.73 acres in the Town Center Overlay. About 23.3% of the Town Center Overlay is comprised of roads which are laid out in a grid system. About 52.5% of the Town Center Overlay area is designated for residential use. About 16% of the Town Center is designated for commercial/office/professional services use (with the possibility of residential on the second floor) and about 8.2% is designated as flex space, where either office, professional services, or residential uses – or a live/work combination of those uses is permitted.</p> <p>Open space within the Town Center will not be defined as it is for other areas within the Town. Rather, the Town has established maximum impervious surface coverage standards that may not be surpassed within the various uses in the Town</p>	<p>The size of each individual business shall be regulated through the Land Development Regulations.</p>
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Future Land Use	Maximum Density/Intensity	Description
	<p>Center. The areas designated as Commercial Core have a maximum impervious surface coverage of 100%. Areas designed office/professional services and/or residential shall have a maximum impervious surface coverage of 40% and areas designated as residential in the Town Center shall have a maximum impervious surface of 50%. In the commercial core of the Town Center, the Town anticipates a master stormwater system which will allow maximum coverage for buildings and surface parking.</p>	
<p>Village Mixed Use (VMU)</p>	<p>Must have a <del>minimum of 25</del> 100 acres for this land use. <del>Maximum of three</del> 4 dwelling units per acre; <del>May be increased to 6</del> town council may allow up to four dwelling units per acre if the development includes <u>substantial recreation facilities for field sports, court games, and/or indoor recreation facilities.</u> <del>20% usable public open space (no wetlands).</del></p> <p>Residential areas shall comprise a minimum of 70% of the Net Land Area and a max. of 85% of the Net Land Area.</p> <p>Commercial/non-residential areas shall comprise a minimum of 15% of the Net Land Area and a maximum of 30% of the Net Land Area. This includes community facilities and schools.</p> <p><del>For developments with more than 100 acres, 5%</del> <u>Five percent (5%)</u> of the non-res. land shall be dedicated for public/civic buildings.</p> <p>Commercial/non-residential may be 2 stories with 50% coverage as long as parking and other support facilities (stormwater) are met.</p> <p>Public recreational uses must occupy a minimum of 10% of the useable open space (no wetlands).</p> <p>A minimum of 25% open space is required.</p>	<p>A mix of uses is permitted and required in this category in order to promote sustainable development, including the provisions of reducing the dependability on the automobile, protecting more open land, and providing quality of life by allowing people to live, work, socialize, and recreate in close proximity. Elementary, middle, and high schools are also permitted in this category.</p>

Future Land Use	Maximum Density/Intensity	Description
Neighborhood Commercial (NC)	0.50 floor area ratio; 70% max. impervious surface coverage	Commercial uses to support Town residents are permitted in this category. The size of each individual business shall be regulated through the Land Development Regulations. Elementary and middle schools are also permitted in this category.
Light Industrial (LI)	70% max. impervious surface coverage; 0.6 floor area ratio	Manufacturing, distribution High schools are also permitted in this category.
Institutional (INST)	0.25 floor area ratio; 40% max. impervious surface coverage; 25% open space required	Educational facilities (public or private), religious facilities, day care (child and adult), government buildings (including fire and police), cemeteries, group homes, nursing homes, or community residential facilities, hospitals (general and emergency care).
Recreation (REC)	Max. 30% impervious surface coverage	Public or private recreational facilities.
Conservation (CON)	No buildings	Boardwalks, docks, observation decks, and similar facilities as allowed by the Town and all regulatory agencies.

Future Land Use	Maximum Density/Intensity	Description
Public/Utilities (PUB)	0.25 floor area ratio; max. impervious surface coverage of 50%	Government buildings and essential utilities, with cell towers being a special exception or conditional use.

Notes: Open Space: Open space is figured on the Gross Land Area. Up to ~~50%~~ 25% of the open space requirement may be met with wetlands. Open space may include landscaped buffers and stormwater facilities if they are designed to be a park-like setting with pedestrian amenities and free form ponds. Open space may be passive or active. Open space may include public recreational components of developments. Most of the open space shall be permeable; however, up to 10% may be impervious (plazas, recreational facilities, etc.). Wet ponds are not counted as part of that 10%.

Densities shall be determined by the Net Land Area. The Net Land Area is figured by taking the Gross Land Area (total property less any lakes or water bodies), then subtracting from that any open space requirements, then subtracting from that any remaining unbuildable acreage (remaining wetlands).



**c. Stormwater Drainage**

Stormwater drainage within the Town is currently accommodated by both natural and man-made drainage features. Although culverts and drainage pipes comprise a large portion of the stormwater system, the Town does not know where the underground pipes lead and where their outfalls are located. This system was installed decades ago and no engineering studies or plans for the drainage system are available to determine the design capacity of the system. In addition to these features, there are private retention/detention areas which were constructed to provide fill for the Mission Inn Complex. These ponds provide on-site retention/detention and a certain amount of percolation of runoff to the aquifer.

Increased development and land coverage could increase the need to construct additional drainage facilities to protect Little Lake Harris from nutrient runoff. Drainage problems do exist with stormwater runoff believed to be discharging directly from State Road 19 into Little Lake Harris. The Town has received one grant for a baffle box system to address this issue and plans to continue to seek funds to address the concern. There are no major flooding problems associated with stormwater runoff.

Level of service standards established in the *Comprehensive Plan* will continue to remain consistent with State statutes pertaining to the performance of the drainage system. The Town ensures the provision of adequate stormwater drainage systems through the development review process. Permits are also required from all applicable State, Federal, and local agencies regarding stormwater. No development is approved or is allowed to begin construction until all such permits are received by the Town.

**d. Solid Waste**

Solid waste disposal is achieved through franchise agreements with one solid waste hauler. The Town will continue to dispose refuse at the County's incinerator facility approximately 10 miles west of Town. The County will deposit waste ash in an ash monofill south of the incinerator near the Sumter County Line. There is a separate disposal area for construction and demolition debris.

**e. Transportation**

Only two major roads provide access into Town: (1) County Road 48 and (2) State Road 19. County Road 48 provides a direct connection to the City of Leesburg and US 27. State Road 19 provides direct access to the Florida

Turnpike, cities of Groveland and Tavares. All the streets in Howey-in-the-Hills are paved.

The Town's adopted level of service is D for minor arterials, collector roadways, and local roads. There are no roads in Town that are over capacity. The Town requires all development to provide adequate analysis of its impact on the roads in the Town to determine if the adopted LOS will be maintained. The capacities or deficiencies for the Town's road network is featured in the *Transportation Element*.

**f. Recreation and Open Space**

Overall, there are about 174 acres (115 acres of golf courses, 54 acres of preserve in Sarah Maude Nature Preserve, and 5 acres of other recreational facilities) of recreational land available to meet the recreational needs of Howey-in-the-Hills' residents and visitors.

The Town has adopted a level of service standard of 6.5 acres of park land for every 1,000 residents. There are 22.93 acres of parkland in Howey-in-the-Hills. The largest park in Town is the Sarah Maude Nature Preserve, which is about 54 acres of preserve and 17 acres of upland (the Town only includes the upland acres in the overall parkland acres) and the smallest Town park is Tangerine Point Park at 0.1 acres.

There is 4.5 acres designated as Recreation lands on the Town's *Future Land Use Map*, almost all this land is considered to be open spaces. Most of these open spaces is adjacent to the lakes in Town and lack the space needed to accommodate development other than small recreational uses.

There are no major public open spaces or natural preservations within a half mile of the Town limits. Recreational lands within the Town are depicted on the *Existing Land Use Map* and *Future Land Use Map*.

**g. Public School Facilities**

The Town continues to support public school concurrency and participates in an interlocal agreement with the School district and other local governments in Lake County. School concurrency is reviewed as part of the development approval process.

**3. Land Available for Development**

There are about 1640 acres of vacant land (about 516 of those acres are Conservation land uses) in the Town (see the Town's *Vacant Land Map*). Most of this land does not

have any major environmental constraints and is very suitable for development. Also, most of the vacant lands in the Town currently have a *Village Mixed Use Future Land Use* category.

#### 4. Soils and Topography

Soils are an important aspect in land development. The physical and chemical properties of soils restrict the intensity of development through limitations on road construction, septic tank operation, and building placement.

There are a variety of soil types in Howey-in-the-Hills (see the Town’s *Soils Map*). The general descriptions of the soils in the Town are found below in Table 5. All upland soils are suitable for development and show little limitation for the use of septic tanks.

The Town lies on the Lake Wales Ridge, a physiographic high that has a high potential for aquifer recharge to the Floridan Aquifer. There is little topographic relief within the Town (90 feet). The upper limit is approximately 170 feet above sea level located south of E. Revels Road, west of Sunset Drive, and east of State Road 19. Around this area, there is a difference of about 80 feet in elevation (see the Town’s *Contour Map*). This topographic relief poses little, if any, limitations to development of vacant lands. See *Conservation Element* for a further discussion of soils and soil limitations.

Table 5: Soils

Map Unit Name	Hydric Soil	Drainage Class	Steel Corrosion	Concrete Corrosion	Acres
Anclote and Myakka Soils	Yes	Very Poorly Drained	High	Moderate	14.34
Apopka Sand, 0 to 5 Percent Slopes	No	Well Drained	Moderate	High	51.88
Apopka Sand, 5 to 12 Percent Slopes	No	Well Drained	Moderate	High	28.00
Arents	No	Somewhat Poorly Drained	Unranked	Unranked	141.21
Borrow Pits	Partially Hydric	Unranked	Unranked	Unranked	2.82
Candler Sand, 0 to 5 Percent Slopes	No	Excessively Drained	Low	High	760.47
Candler Sand, 12 to 40 Percent Slopes	No	Excessively Drained	Low	High	3.16
Candler Sand, 5 to 12 Percent Slopes	No	Excessively Drained	Low	High	299.71

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Map Unit Name	Hydric Soil	Drainage Class	Steel Corrosion	Concrete Corrosion	Acres
Immokalee Sand	Partially Hydric	Poorly Drained	High	High	32.30
Kendrick Sand, 5 to 8 Percent Slopes	No	Well Drained	Moderate	High	6.24
Lake Sand, 0 to 5 Percent Slopes	No	Excessively Drained	Low	High	114.40
Lake Sand, 5 to 12 Percent Slopes	No	Excessively Drained	Low	High	12.98
Lochloosa Sand	No	Somewhat Poorly Drained	High	High	11.98
Myakka Sand	Partially Hydric	Poorly Drained	High	High	95.48
Ocoee Mucky Peat	Yes	Very Poorly Drained	High	High	4.11
Oklawaha Muck	Yes	Very Poorly Drained	High	Low	6.14
Paola Sand, 0 to 5 Percent Slopes	No	Excessively Drained	Low	High	1.97
Placid and Myakka Sands, Depressional	Yes	Very Poorly Drained	High	High	23.83
Pompano Sand	Partially Hydric	Poorly Drained	High	Moderate	13.86
Sparr Sand, 0 to 5 Percent Slopes	No	Somewhat Poorly Drained	Moderate	High	18.44
Swamp	Yes	Very Poorly Drained	Unranked	Unranked	55.94
Tavares Sand, 0 to 5 Percent Slopes	No	Moderately Well Drained	Low	High	309.40
Water	Unranked	Unranked	Unranked	Unranked	317.67
Wauchula Sand	Partially Hydric	Poorly Drained	High	High	19.59

Notes: Drainage Class - Identifies the natural drainage conditions of the soil and refers to the frequency and duration of wet periods.  
Concrete Corrosion - Susceptibility of concrete to corrosion when in contact with the soil.  
Steel Corrosion - Susceptibility of uncoated steel to corrosion when in contact with the soil.

Source: U.S. Department of Agriculture, Natural Resources Conservation Service's Lake

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County Soils Geographic Information Systems database.

## 5. Natural Resource Management

In this section, natural resource protection which is applicable to Howey-in-the-Hills is discussed. The Town contains no Areas of Critical State Concern as established in Chapter 380.05, Florida Statutes. According to SJRWMD and the Army Corps of Engineers, there are no dredge spoil disposal sites within the Town.

### a. Surface Waters

Lake Illinois and several unnamed lakes are within the Town limits. Additionally, the Town is adjacent to Little Lake Harris. Most of these lakes are maintained by the County. There are no lakes in Town classified as “A Florida Outstanding Water”. The lakes are used for boating, swimming, fishing and other water activities.

### b. Floodplains

Floodplains are valuable resources which provide a rich diversity of vegetation and wildlife. These areas are sources for groundwater recharge that filters through soils during high water levels. The 100-year floodplains are also subject to inundation during a 100-year storm, causing potential loss of life and property, disruption of services, and economic loss. These areas cannot tolerate continued development which, in effect, retards their ability to absorb water and restrict the flow of water from adjacent higher elevation areas.

The County’s Geographic Information Systems (GIS) database shows that there are 100-year floodplains in the Town (see the Town’s *Floodplains Map*). The FEMA flood zone designations in Howey-in-the-Hills are as follows:

- Zone A – Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
- Zone AE - The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.

Development within floodplains will continue to be closely scrutinized to ensure compliance with established regulations.

### c. Wetlands

Wetlands by definition are transitional lands between terrestrial and aquatic

systems where the water table is usually at or near the surface, or the land is covered with shallow waters. Wetland functions are interconnected with the hydrology of the area. This connection determines the presence, extent, movement, and quality of water in the wetland. It is estimated that wetlands account for about 515 acres in the Town (see the Town's *Wetlands Map*).

**d. Natural Groundwater Aquifer Recharge Areas**

The Floridan aquifer is the principal source of drinking water for Lake County. Currently almost all the ground water pumped in Lake County comes from the Upper Floridan but the potential for utilizing the lower Floridan aquifer is just beginning to be explored in Lake County.

Aquifer recharge is the process whereby rainfall percolates downward through the soil to reach the underlying aquifers. Recharge to the Floridan aquifer occurs in areas of the County where the elevation of the water table of the surficial aquifer is higher than the elevation of the potentiometric surface of the Floridan aquifer. In these areas, water moves from the surficial aquifer in a downward direction through the upper confining unit to the Floridan aquifer. The surficial aquifer system in the County is recharged by rainfall. Recharge is augmented locally by artificial recharge - wastewater or reuse water land application, rapid-infiltration basins, and septic systems.

Howey-in-the-Hills is in a recharge area with a recharge rate of 1 to 10 inches per year and discharge rate of less than 1 inch per year.

**e. Cone of Influence**

Cone of influence is defined as an area around one or more major wellfields, the boundary of which is determined by the government agency having specific statutory authority to make such a determination based on groundwater travel or drawdown depth. The term waterwell is defined by Rule 9J-5, F.A.C., as a well excavated, drilled, dug, or driven for the supply of industrial, agricultural, or potable water for general public consumption.

Generally, the term cone of influence can be defined as the land area surrounding a well on which a present or future land use has the potential to negatively impact an aquifer as a result of the induced recharge from that well's cone of depression. The purpose of delineating a cone of influence is to protect the current and future water supply.

The Town restricts development (except facilities related to the public water system) from occurring within a 150-foot radius of any existing or proposed public well (Primary Protection Zone). No septic tanks, sanitary sewer facilities,

or solid waste or disposal facilities are permitted within a 200-foot radius of any existing or proposed public well (Secondary Protection Zone). The Town also has established a 500-foot radius wellhead protection area within which manufacturing or light industrial uses are prohibited. The wellhead protection areas for the Town’s potable water supply wells are shown on the *Existing* and *Future Land Use Maps*.

**f. Air Quality**

Air quality is another example of a natural resource that impacts the Town's and surrounding areas quality of life. The Florida Department of Environmental Protection and the United States Environmental Protection Agency monitor air quality data in Lake County. Lake County does not have an established program dedicated to monitoring air quality. Overall, Lake County's air quality can be considered good.

**6. Historic Resources**

The Florida Division of Historical Resources maintains and regularly updates the *Florida Master Site File*. The *Florida Master Site File* is a paper file archive and computer database of recorded historical cultural resources in Florida. Categories of resources recorded at the Site File include archaeological sites, historical structures, historical cemeteries, historical bridges and historic districts. The *Site File* also holds copies of survey reports and other manuscripts relevant to Florida history and prehistory. As of March 2010, there were 7 historic structures or sites in the Town that were added to the State’s *Master Site File*. The Howey House was listed in the National Register of Historic Places (see Table 5 and the Town’s *National Register of Historic Resources Map*).

Table 6: Historic Sites and Structures

Site Name	Address/Site Type	Year Built	Architectural Style/ Archaeological culture	Date Certified
TOM Line	Pre-historic Mound		St. Johns, 700 B.C. – A.D. 1500	
Flagship 1	Land-terrestrial		Prehistoric	
Flagship 2	Land-terrestrial		20 <sup>th</sup> Century American, 1900-present	
Howey Water Tower	316 Grant Street	1926	Unspecified	
Howey Academy		1923	Unspecified	

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Site Name	Address/Site Type	Year Built	Architectural Style/ Archaeological culture	Date Certified
Howey House	Citrus Street	1925	Mediterranean Revival ca. 1880-1940	1/27/1983
Griffin Airways Landing Strip	Designed Historic Landscape	1950s-1960s	Griffin Airways Landing Strip is not a man-made construction. It was a cleared dirt strip of land that served as an airstrip for Prop planes. C.V. Griffin used the strip to fly in investors to the area as he tried to foster industrial development.	

Source: Florida Department of Historical Resources, Florida Master Site File – March 2010.

**D. ANALYSIS**

**1. Economic Vitality**

The Town is now and plans to continue primarily as a residential community with commercial support to serve the residents and visitors. The small downtown business district along Central Avenue from Lakeshore Boulevard to S. Mare Avenue, primarily serves the immediate convenience needs of the Town’s residents. The Town has prepared a redevelopment plan for this area to include a land use plan, master stormwater system and public parking areas. Various cities and towns in Lake County provide additional employment and needed services within reasonable commuting areas of the Town. As future development occurs in the Village Mixed Use areas, additional employment and service opportunities will be made available for the Town’s residents and others. This will provide for much improved sustainability for the Town over the planning period.

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## 2. Nonconforming and Incompatible Uses

Land use conflicts arise when uses are introduced in dissimilar areas without proper buffering. The *Future Land Use Map* and the Howey-in-the-Hills Land Development Regulations set forth the appropriate locations for land uses in the Town in order to eliminate existing land use conflicts. The Town's Land Development Regulations addresses incompatibilities through control of nonconforming uses.

## 3. Availability of Facilities and Services

This section provides an overview of the availability of public facilities and services in Howey-in-the-Hills during the planning period.

As previously mentioned, the Town of Howey-in-the-Hills currently has a limited central wastewater system. The Wastewater Treatment Facility (WWTF) is owned by the Central Lake Community Development District with the Town owning and maintaining the collection system up to the CDD facility. In 2006, through a wastewater impact fee study performed in anticipation of possible creation of a Town-owned wastewater collection and treatment system, the Town established a wastewater Level of Service value of 120 gallons per person per day.

As previously mentioned, the Town's potable water system provides water for both residential and non-residential purposes, including fire-fighting demands. The system has enough capacity to support the population demand during the planning period of this *Comprehensive Plan (2025)*.

The Town's solid waste level of service standard for solid waste is 6 pounds per person per day. There is enough capacity in the County's landfill to support the population demand during the short-range (2011-2015) and long-range (2025) planning period.

The Town shall continue to require development to provide for the 100-year, 24-hour rainfall event and provide retention for water quality consistent with new and innovative techniques. The Town shall also continue to require that all new development provide evidence to show that LOS ratings in stormwater conveyances serving the new development will not be degraded to an LOS lower than currently exists as a result of the new development's construction and stormwater runoff contribution.

There are more than adequate recreational facilities and open spaces readily available and accessible to the residents and guests of Howey-in-the-Hills. The Town shall continue to coordinate with the County on establishing measures to enhance the recreation and open space opportunities in and around Town. The Town will also continue to solicit grants from public and private agencies and collect park impact fees to fund future parks and facilities.

There are no public school facilities planned in the Town during the planning period.

#### **4. Groundwater Recharge**

As previously mentioned, Howey-in-the-Hills is in a recharge area with a recharge rate of 1 to 10 inches per year and discharge rate of less than 1 inch per year. There are no known groundwater recharge problems in Howey-in-the-Hills. The Town shall continue to protect the quality of groundwater recharge through enforcing the Town's Land Development Regulations and the guidelines established in this *Comprehensive Plan*. The quality of groundwater recharge shall also be protected by ensuring that all stormwater conveyances serving new development does not degrade the level of service lower than currently exists as a result of the new development's construction and stormwater runoff contribution.

#### **5. Analysis of Existing Vacant Lands**

As previously mentioned, there are 1,769 acres of vacant land (516 acres of this land is Conservation land use) in Town. About 51% (909 acres) of the vacant lands is in the Village Mixed Use Future Land Use category and 19% (335 acres) is designated for Residential uses (see the Town's *Vacant Lands Map*). The soils on these vacant lands are overall suitable for development. The elevation on these vacant lands range from 75 feet mean sea level (MSL) to 170 feet MSL. There are no known sinkholes located on these vacant lands. There are also no known environmentally sensitive lands or significant natural resources located on these vacant lands that will prevent any development.

#### **6. Analysis of Land Needed to Accommodate Projected Population**

Most of the vacant land in the Town is in Village Mixed Use planned communities. The Town has approved conceptual developments for all but one of the Village Mixed Use properties. These properties contain enough land area for residential, commercial, civic and recreational uses for the projected population to the end of the planning period. These projects are summarized in Table 2.

#### **7. 2023 Analysis and Reevaluation of Residential Densities and Lot Sizes**

In 2023 the Town Council and the Town's Planning and Zoning Board analyzed and reevaluated post-2010 residential development in the Town. Residential development under the Village Mixed Use designation resulted after 2010 in substantially increased housing densities and substantially smaller residential lots than were prevalent in the Town's historical development.

The evaluation and analysis was accompanied by robust public participation. Public sentiment agreed overwhelmingly with Town Council: the increased densities and

downsized lots after 2010 were inconsistent with the character, appearance, and ambiance of the Town’s historical neighborhoods. Contrary to FLUE Policy 1.1.2, development in Village Mixed Use had failed to “maintain the unique charm of the Town.”

Consequently, the Town Council determined that amendments to this Future Land Use Element to redirect future residential densities and lot sizes were warranted and desirable.

## **8. Analysis of Need for Redevelopment**

The Town Center Overlay District needs redevelopment. The Town has completed a redevelopment plan for the Central Avenue business core and made recommended changes to selected comprehensive plan policies in support of this plan. The Town is currently working on a program for installation of sanitary sewer on Central Avenue as an essential precursor to broader redevelopment proposals. Howey-in-the-Hills will promote a live-work environment as well as shopping and restaurants to serve the local area.

## **9. Analysis of Flood Prone Areas**

The Town shall continue to ensure that development within floodplains will be closely scrutinized to ensure compliance with established Land Development Regulations. Most vacant lots in Town are very suitable for building.

## **10. An analysis of Land Use Problems and Potential Use Problems**

No major current or potential land use problems are seen within the Town.

## **11. Urban Sprawl**

The Town does not and will continue not to promote the approval of development that will contribute to “urban sprawl.” An analysis corresponding to measures the Town implements to discourage a proliferation of urban sprawl is featured in this section

1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses in excess of demonstrated need.

The Town has adopted a Planned Unit Development ordinance and Village Mixed Use and Town Center Mixed Use land uses. There has not been any significant development of low intensity single family subdivisions. The Town’s Concurrency Management System, subdivision regulations, and zoning regulations discourages this type of development.

2. Promotes, allows or designates significant amounts of urban development

to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

All new development must prove that it will be served by adequate public facilities prior to the issuance of a development order. The new development must also demonstrate that it will not degrade the level of service beyond the adopted standard.

3. Promotes, allows or designates urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban developments.

The Town's Village Mixed Use and Town Center Overlay Mixed Use categories preclude strip commercial-type development and isolated single uses.

4. As a result of premature or poorly planned conversion of rural land to other uses, fails adequately to protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The Town protects and conserves all natural resources by enforcing the requirements of this *Comprehensive Plan* and the Town's Land Development Regulations. The Town delineates wetlands and other environmentally sensitive lands as Conservation on the Town's *Existing* and *Future Land Use Maps*. No buildings are permitted on Conservation lots in Town except for boardwalks, docks, observation decks, and similar facilities as allowed by the Town and all regulatory agencies.

5. Fails adequately to protect adjacent agricultural areas and activities, including silviculture, and including active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

The Town has adopted a Rural Lifestyle land use category on the *Future Land Use Map*. This land use is primarily for single-family detached homes with allowable agricultural practices. There is a minimum of 2 acres required for this land use. There is a maximum density of 1 dwelling unit per 2 acres, 0.15 floor area ratio, 20% maximum impervious surface coverage, and 50% open space requirement on the Rural Residential lots in Town. The Town feels that the adopted standard is adequate to protect these agricultural areas in Town to serve as a buffer for

nearby rural areas.

6. Fails to maximize use of existing public facilities and services.

The Town annually updates and adopts a Concurrency Management System Report to ensure that existing public facilities and services have enough capacity to support the population demand. All deficiencies are identified along with capital plans to address those deficiencies. Any deficiencies are incorporated in the *Capital Improvements Element*.

7. Fails to maximize use of future public facilities and services.

The Town annually updates and adopts a *Concurrency Management System Report* to ensure that future public facilities and services are adequately signed to address future needs.

8. Allows for land use patterns or timing which disproportionately increase the cost in time, money and energy, of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

The Town has concurrency requirements for potable water, sewer, solid waste, drainage, parks and recreation, roads, and public schools.

9. Fails to provide a clear separation between rural and urban uses.

The Town feels that the adopted open space, and minimum development intensity and density standards are sufficient to ensure a clear separation between rural and urban uses.

10. Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

The Town promotes infill development or redevelopment of existing neighborhoods and communities and has created a Town Center Overlay to address infill and redevelopment in the historic Town Center.

11. Fails to encourage an attractive and functional mix of uses.

The Town has adopted a Planned Unit Development Ordinance which would permit an attractive and functional mix of uses in appropriate areas of the Town. There are about 855 acres of land designated as Village

Mixed Use on the Town’s *Future Land Use Map* and majority of this land is vacant.

12. Results in poor accessibility among linked or related land uses.

Solutions to better manage traffic within the historic downtown area and to discourage additional traffic have been implemented. Uses have also been linked with bicycle paths and sidewalks. The Town requires new subdivisions or developments to address circulation, access control, off-street parking and landscaping of median strips and rights-of-way.

13. Results in the loss of significant amounts of functional open space.

The Town requires that levels of service be met for park land and open space. Each new development will include open space and recreational components.

The Town shall continue to discourage the approval of any development or redevelopment projects that will promote urban sprawl.

## **12. Energy Efficiency, Energy Conservation, and Greenhouse Gas Emission**

The Town has identified strategies for producing energy efficient land use patterns, increasing energy conservation, and reducing greenhouse gas emissions. This section provides an overview of the energy related strategies implemented by the Town.

### **a. Producing Energy Efficient Land Use Patterns**

The Town has adopted the Village Mixed Use and Town Center Mixed Use land uses as a tool to produce energy efficient land use patterns in Howey-in-the-Hills. The Town will ensure that developments within these mixed-use areas are compact, walkable neighborhoods.

The Town has also established a “build-out” area (the Town’s Utility Service Area) to determine the maximum extent of where urban development will be approved by Town Council. During the preparation of the *Future Land Use Map*, the Town reviewed all land uses to ensure that the higher gross density and intensity standards were appropriately established in all areas planned for urban development within the “build-out” area.

The Town’s minimum density and intensity standards apply to all areas planned for urban development and redevelopment. These standards and the buffering requirements established in the Land Development Regulations ensure that the land uses in Howey-in-the-Hills will remain compatible and consistent with the

surrounding land uses.

**b. Increasing Energy Conservation**

The Town is in the process of establishing an *Energy Management Plan* to increase energy conservation (see Policy 1.17.3 of this *Element*). The *Energy Management Plan* will be used as a tool to minimize electric, fuel and water resources in Town buildings, fleet vehicles and on public properties.

The Town promotes “green” development in both private and municipally-supported housing. Green development specifically relates to the environmental implications of development. Green building integrates the built environment with natural systems, using site orientation, local sources, sustainable material selection and window placement to reduce energy demand and greenhouse gas emissions. The Town is in the process of amending the Land Development Regulations to establish green building practices and sustainability development guidelines.

The Town requires energy-efficient and water saving measures to be implemented in all new construction and redevelopment projects.

**c. Reducing Greenhouse Gas Emissions**

The Village Mixed Use and Town Center Mixed Use land uses will serve as a tool to reduce vehicle miles traveled in Town, which will reduce the greenhouse gas emissions. Residents and guests of Howey-in-the-Hills can easily access the historical downtown or Little Lake Harris area by walking or biking. The Town is actively involved with the Lake-Sumter MPO regarding expanding the pedestrian and bicycle facilities in Town. The Town will continue to promote mixed-use developments, bicycling, and walking as a tool to reduce the greenhouse gas emissions in the Howey-in-the-Hills area.

The Town is amending its Land Development Regulations to ensure that the removal of regulatory barriers and establishment of incentives to promote energy efficiency and conservation is implemented in Howey-in-the-Hills.

**E. Future Land Use Goals, Objectives, and Policies**

Upon the effective date of the ordinance adopting this *Comprehensive Plan*, all rules, regulations, criteria, and principles set forth in the *Plan* become effective. Where a policy refers to the Land Development Regulations, the intent of the policy and its contents remain effective with the *Plan* adoption date. Regulations established by State or Federal statutes or administrative codes referenced in objectives or policies shall pertain to the most recent adopted regulation or code as may be amended by said parties from time to time without immediate notice to the Town.

**GOAL 1:** Retention of the quaint distinctive residential character of the Town by promotion of high quality residential development together with an appropriate level of supporting service and retail opportunities and live-work environments as well as preserving the natural features of the area and minimizing threats to the citizens caused by hazards, nuisances, incompatible land uses or environmental degradation while providing a sense of place and history.

**OBJECTIVE 1.1:** *Identifying Land Use Patterns and Permitted Densities and Intensities.* To identify the appropriate land use patterns, residential densities, and non-residential intensities of land use permitted in Howey-in-the-Hills.

**POLICY 1.1.1:** *Land Use Designations.* The Town shall establish, adopt and implement density and intensity standards for all future land uses, as applicable, and as indicated on the *Future Land Use Map* and the adopted Town Zoning Map.

Density and intensity standards for land uses in Howey-in-the-Hills are featured below

Land Use	Maximum Residential Density
Residential:	
Low Density Residential (LDR)	Up to 2.0 dwelling units per acre. Maximum building height is 2-1/2 stories and no higher than 30 feet.
Medium Density Residential (MDR)	Up to <del>4.0</del> 3.0 dwelling units per acre. A 25% minimum open space is required. Developments with 100 units or more shall be required to have a public recreation component. Developments with either more than 300 proposed dwelling units or more than 100 acres must use the Village Mixed Use designation. May include support community facilities and elementary schools. Maximum building height is 2-1/2 stories and no higher than 30 feet.



Rural Lifestyle (RL)	Up to 1.0 per 2 acres. Must have a minimum of 2 acres for this land use. A 50% minimum open space is required. All buildings shall not exceed a 0.15 floor area ratio. The maximum impervious surface coverage is 0.20. Maximum building height is 2-1/2 stories and no higher than 30 feet.
<b>Land Use</b>	<b>Maximum Land Intensity</b>
Neighborhood Commercial (NC)	The maximum floor area ratio is 0.50. The maximum impervious surface coverage is 0.70. The maximum building height is 35 feet and limited to two-stories. The maximum building size is 5,000 sq. ft. unless a special exception is granted to the developer by the Town Council. Elementary and middle schools are also permitted in this category.
Light Industrial (LI)	The maximum impervious surface is 0.70. The maximum floor area ratio is 0.60. High schools are permitted in this category.
Institutional (INST)	The maximum floor area ratio is 0.25. The maximum impervious surface coverage is 0.40. A 25% minimum open space is required. Maximum building height is 2-1/2 stories and no higher than 30 feet.
Recreation (REC)	Maximum impervious surface coverage is 0.30. Restricted to passive or active recreational facilities as established in the <i>Recreation and Open Space Element</i> or by the Town Council.
Conservation (CON)	No buildings. Restricted to boardwalks, docks, observation decks, and similar facilities as allowed by the Town and all regulatory agencies.
Public/Utility (PUB)	The maximum floor area ratio is 0.25. The maximum impervious surface coverage is 0.50.  For utilities, the maximum building height is 1 story or no higher than 20 feet for building; 2 story and 35 feet for other facilities.

<p>Village Mixed Use (VMU)</p>	<p><del>Minimum of 25 100 acres</del> to apply for this land use. Maximum density of <del>4-3.0</del> dwelling units per acre, <del>which may be increased to 6-Town Council may allow an increase up to 4.0</del> dwelling units per acre if the development includes <del>substantial recreation facilities for field sports, court games, and/or indoor recreation facilities. 20% usable public open space (no wetlands).</del> Residential areas shall comprise a minimum of 70% of the net land area and a maximum of 85% of the net land area.</p> <p>Commercial/non-residential areas shall comprise a minimum of 15% of the net land area and a maximum of 30% of the net land area. This includes community facilities and schools.</p> <p><del>A minimum of fifty percent (50%) of single-family lots must have a minimum lot area of 10,800 square feet exclusive of any wetlands or waterbodies that might be included with the lot.</del></p> <p><del>For developments with more than 100 acres,</del> <del>Five percent</del> (5%) of the non-residential land shall be dedicated for public/civic buildings.</p> <p>Commercial/non-residential may be 2 stories with 50% coverage as long as parking and other support facilities (stormwater) are met. The maximum building height is 35 feet.</p> <p>Public recreational uses must occupy a minimum of 10% of the useable open space (no wetlands).</p> <p>A minimum of 25% open space is required.</p> <p>The maximum building size is 30,000 sq. ft.; unless a special exception is granted to the developer by the Town Council.</p>
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<p>Town Center Mixed Use (TCMU)</p>	<p>The Town Center Overlay Map denotes where specific uses are permitted within the Town Center (see the Town’s <i>Town Center Overlay Map</i>). For areas designated Commercial Core, all new buildings must be 2 stories or provide a minimum street façade elevation of at least 15-feet to create a vertical enclosure along Central Avenue. The maximum building height is 35 feet. In order to maintain the historic character of the downtown area, the Land Development Regulations will cap the maximum size of any one business in the Town Center Overlay at 5,000 square feet. A maximum 2.0 floor area ratio is permitted if parking requirements are achieved. Where new residential uses are constructed in the commercial core, these uses shall be located on the second floor of buildings. (Existing single-family units on Central Avenue west of Dixie Drive and units fronting on Oak Street and Holly Street are considered permitted uses. Single-family residences may not be constructed elsewhere within the Town Center Commercial Area. Properties in the Town Center Commercial Area within the designated sections of W. Central Avenue, oak Street and Holly Street may be converted to non-residential uses, and once converted, may not revert to single-family residential use.</p> <p>For areas designated Office/Services or Residential, the maximum impervious surface coverage is 0.40. May live and/or work in these areas.</p> <p>For areas designated Residential, the maximum density is 4 units per acre.</p> <p>There is a total of 81.73 acres in the Town Center Overlay. About 23.3% of the Town Center Overlay is comprised of roads which are laid out in a grid system. About 52.5% of the Town Center Overlay area is designated for residential use. About 16% of the Town Center is designated for commercial/office/professional services use (with the possibility of residential on the second floor) and about 8.2% is designated as flex space, where either office, professional services, or residential uses – or a live/work combination of those uses is permitted.</p> <p>Open space within the Town Center will not be defined as it is for other areas within the Town. Rather, the Town has established maximum impervious surface coverage standards that may not be surpassed within the various uses in the Town Center. The areas designated as Commercial Core have a maximum impervious surface</p>
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	<p>coverage of 100%. Areas designed office/professional services and/or residential shall have a maximum impervious surface coverage of 40% and areas designated as residential in the Town Center shall have a maximum impervious surface of 50%. In the commercial core of the Town Center, the Town anticipates a master stormwater system which will allow maximum coverage for buildings and surface parking.</p>
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**POLICY 1.1.2:** *Land Use Categories.* The land use categories, as depicted on the Town’s 2035 *Future Land Use Map (FLUM)* shall permit the following uses and activities.

**Conservation** - Conservation lands shall include those lands so designated on the *FLUM*. These areas are generally composed of open land, water, marsh and wetlands and environmentally sensitive areas. Conservation lands may be either publicly or privately owned. It is intended that the natural and open character of these areas be retained and that adverse impacts, which may result from development, shall be prohibited or minimized. Adverse impacts shall be presumed to result from activities, which contaminate or degrade wetlands and environmentally sensitive areas, or natural functions and systems associated with such areas. Permitted uses within the Conservation category shall be limited to the following and shall be further controlled by the Land Development Regulations.

- Activities intended for the conservation, re-establishment and re-nourishment, or protection of natural resources.
- Recreation uses and facilities that are customarily described as passive in nature including, but not limited to, fishing, hiking and biking, canoeing, kayaking, and the use of other similar small, quiet low-speed watercraft.
- Very low intensity outdoor or water-dependent recreational related uses (excluding commercial marinas) that are determined not to conflict with the intent of the Conservation category, subject to applicable Federal, State and local policies and permitting requirements.

**Neighborhood Commercial** - The Neighborhood Commercial land use category is intended to provide appropriate locations for

neighborhood and community businesses providing services and retail sales for the Town and the nearby communities. Permitted uses within the Neighborhood Commercial category shall be limited to the following uses unless a special exception is granted to applicant by the Town Council.

- **General Commercial.** These areas shall include those businesses that provide retail goods and services, which serve the routine and daily needs of residents, including banks and professional services, grocery and convenience stores, retail shops, and restaurants. Public and private elementary and middle schools are also allowed.
- **Limited Commercial.** These areas shall include low intensity office, service and retail businesses that are compatible when located in close proximity to neighborhoods. These uses are intended primarily to serve the needs of the closely surrounding neighborhood.
- **Professional and Office.** These areas shall be limited to small neighborhood scale businesses and professional offices that are compatible with, and have no measurable or noticeable adverse impacts, upon surrounding residential uses. Such uses include offices for doctors and dentists (but not clinics or hospitals), accountants, architects, attorneys, engineers, land surveyors, real estate brokers, financial planners, insurance and real estate agents and the like.

**Light Industrial** – The Light Industrial category shall be limited to light manufacturing and production, storage, warehousing and distribution uses as further controlled by the Land Development Regulations. Light industrial uses may have outdoor storage and business-related activity, but such uses shall not include processes that create negative effects to surrounding properties due to noise, heat, fumes, debris, chemicals or hazardous materials. High schools are permitted in this category.

**Rural Lifestyle** – The Rural Lifestyle category shall be primarily limited to single-family detached homes with agricultural uses. Limited commercial activities are permitted such as bed and breakfast establishments, horseback riding facilities, and farm stands for fruits and vegetables grown on that location.

**Low Density Residential** – The Low Density Residential category shall be primarily limited to single-family detached homes. Residential uses in this category shall be permitted in those areas so designated in accordance with the applicable permitted density and as further controlled by the Land Development Regulations and the Florida Building Code.

**Medium Density Residential** - The Medium Density Residential category shall be primarily limited to single-family detached homes, townhomes, or similar type of uses. Support community facilities and elementary schools are also permitted in this category. Residential uses in this category shall be permitted in those areas so designated in accordance with the applicable permitted density and as further controlled by the Land Development Regulations and the Florida Building Code.

**Institutional** – The Institutional category shall be primarily limited to schools, religious facilities, day care facilities (child and adult), government buildings, cemeteries, or similar uses as identified by the Town Council.

**Recreation** – These areas generally include public parks or private parks that are open and available to the public. Note: Some park and open space lands may be more appropriately designated as Conservation, such as lands with wetlands or other environmentally sensitive areas. Permitted uses shall include active and passive recreation activities including bikeways and pedestrian trails, or other similar facilities as identified by the Town Council.

**Public/Utility** - These areas include uses such as government facilities and essential utilities, including police, fire and Town Hall buildings and wastewater facilities.

**Town Center Mixed Use** – Primarily intended for mixed-use development in the historical downtown area. The historical downtown area is an economic, cultural, social, historic and architectural anchor of the Town. In order to sustain these qualities, new development and redevelopment within the Town Center Mixed Use District shall be reflective of the architectural styles and fabric of the area. Consistency and compatibility with the existing built environment shall be considered in the review and issuance of development permits within the Town Center

Mixed Use District. In order to preserve the quaint character of downtown Howey-in-the-Hills, size limitations will also be placed on individual businesses. Redevelopment will focus on orienting buildings and roadways to a pedestrian scale.

**Village Mixed Use** – Primarily intended to create sustainability and maintain the unique charm of the Town, including the provisions of reducing ~~the dependability~~ dependence on the automobile, protecting more open land, and providing quality of life by allowing people to live, work, socialize, and recreate in close proximity. Elementary, middle, and high schools are also permitted in this category. Village Mixed Use parcels less than 100 acres shall use a planned unit development format and are not required to meet the non-residential and civic use requirements. Public recreation and open space requirements shall still apply.

**POLICY 1.1.3:** *Consideration of Community Facilities.* Necessary community facilities shall be permitted within any future land use designation except Conservation if such activity satisfies established criteria of the *Comprehensive Plan* and the Town’s Code of Ordinances.

**POLICY 1.1.4:** *Interpretation of Open Space and Density Designations.* Open space is figured on the Gross Land Area. Up to ~~50%~~ 25% of the open space requirement may be met with wetlands. Open space may include landscaped buffers and stormwater facilities if they are designed to be a park-like setting with pedestrian amenities and free form ponds. Open space may be passive or active. Open space may include public recreational components of developments. The majority of the open space shall be permeable; however, up to 10% may be impervious (plazas, recreational facilities, etc.). Wet ponds are not counted as part of that 10%.

Densities would be determined by the Net Land Area. The Net Land Area is figured by taking the Gross Land Area (total property less any lakes or water bodies), then subtracting from that any open space requirements, then subtracting from that any remaining unbuildable acreage (remaining wetlands).

**OBJECTIVE 1.2:** *Residential Quality and Neighborhood Cohesiveness.* Designate and promote sufficient areas for quality residential development and neighborhood cohesiveness and require the availability of adequate facilities to support demands necessitated by existing and future housing development and associated populations.

**POLICY 1.2.1:** *Adequate Residential Land Area.* The Town shall ensure that adequate residential land uses needed to support the population during the planning period shall be designated on the *Future Land Use Map*. The residential land uses shall continue to reflect a pattern that promotes neighborhood cohesiveness and identity. All residential uses shall be subject to the requirements established in the Town’s Land Development Regulations.

**POLICY 1.2.2:** *Open Space Requirements.* The Town shall continue to ensure that residential development is consistent with the open space requirements established below:

	Minimum open space requirements
Rural Lifestyle	50%
Low Density Residential	2 dwelling units per acre
Medium Density Residential	25%
Town Center Mixed Use	Within the Town Center Overlay, open space as defined herein is not required. The areas designated as Commercial Core have a maximum impervious surface coverage of 100%. Areas designed office/professional services and/or residential shall have a maximum impervious surface coverage of 40% and areas designated as residential in the Town Center shall have a maximum impervious surface of 50%.
Village Mixed Use	25%
Neighborhood Commercial	0.50 floor area ratio; 70% max. impervious surface coverage
Light Industrial	70% max. impervious surface coverage; .6 FAR
Institutional	25%
Recreation	Max. 30% impervious surface coverage
Conservation	No buildings except boardwalks, docks, observation decks, and similar facilities as allowed by the Town and all regulatory



	agencies.
Public/Utilities	0.25 FAR; max. impervious surface coverage of 50%

**Open Space:** Open space is figured on the Gross Land Area. No greater than 50% 25% of the open space requirement may be met with wetlands. Open space may include landscaped buffers and stormwater facilities if they are designed to be a park-like setting with pedestrian amenities and free form ponds. Open space may be passive or active. Open space may include public recreational components of developments. The majority of the open space shall be permeable; however, up to 10% may be impervious (plazas, recreational facilities, etc.). Wet ponds are not counted as part of that 10%.

**POLICY 1.2.3:** ***Encroachment of Incompatible Non-residential Development.*** Residential areas delineated on the *Future Land Use Map* shall be protected from the encroachment of incompatible non-residential development. Community facilities and services which best serve the health, safety, and welfare of citizens when located in residential areas, shall be permitted uses therein so long as the activity complies with criteria established in this *Plan* and those in the Town’s Code of Ordinances.

**POLICY 1.2.4:** ***Residential Screening Techniques.*** The Town shall require new commercial, light industrial, and manufacturing development to install landscaping, visually obstructive fencing or man-made berms, or other appropriate screening techniques obstructing view of the commercial, light industrial, or manufacturing site from areas designated for low or medium density residential if the proposed commercial, light industrial, or manufacturing building is incompatible with the residential area.

**POLICY 1.2.5:** ***Access to and Circulation within Residential Areas.*** Transportation systems within designated residential areas delineated on the *Future Land Use Map* shall be designed to accommodate traffic conditions that maintain public safety, encourage alternative modes of transportation, and limit nuisances. Access to residential areas shall comply with policies established within the *Transportation Element*.

**POLICY 1.2.6:** ***Transition of Residential Densities.*** The Town shall continue to orient the transition of residential densities on the *Future Land Use*

*Map toward higher densities along major transportation corridors and areas adjacent to commercial or other intensive land uses, while lower residential densities shall be directed towards areas further from the Town center (i.e., the central commercial district) and in areas adjacent to agricultural lands.*

***Reorientation of Residential Densities.*** The Town may allow lot sizes smaller than one-fourth acre (10,890 sq. ft.) only in the following locations: areas in or adjacent to the Town center (e.g., the Town central commercial district) and areas abutting major arterial road corridors such as state roads and county roads, not neighborhood roads with higher traffic counts and areas abutting commercial or industrial land uses. The Town shall require single family residential lots in all other areas to be one-fourth of an acre (10,890 sq. ft.) or larger.

**POLICY 1.2.7:** ***Compatibility of Residential Densities and Public Facilities.***  
Residential densities shall be compatible with available public facilities and their capacity to serve development. Residential areas designated on the *Future Land Use Map* shall be allocated according to a pattern that promotes efficiency in the provision of public facilities and services and furthers the conservation of natural resources. Public facilities shall be required to be in place concurrent within the impacts of development.

**POLICY 1.2.8:** ***Concurrency Management System Criteria.*** All public facilities and services must be in place consistent with the criteria established within the Town's Concurrency Management System. Development applications for new residential development shall not be approved unless water, sewer, drainage, park, transportation, solid waste, and public school capacities are available consistent with level of service standards and according to deadlines established within the Concurrency Management System.

**POLICY 1.2.9:** ***Residential Density and the Future Land Use Map.*** The Town shall ensure that residential density on the *Future Land Map* is based on the following considerations:

- past and anticipated future population and housing trends and characteristics;
- provision and maintenance of quality residential neighborhoods and preservation of cohesive neighborhoods;
- protection of environmentally sensitive lands; and

- transition of density between low, medium and high residential districts.

**POLICY 1.2.10:** *Group Home and Foster Care Facilities.* The Town shall continue to allow the location of group homes and foster care facilities in residential areas. These facilities shall serve as alternatives to institutionalization.

**OBJECTIVE 1.3:** *Conservation of Environmentally Sensitive Lands, Other Natural Resources, Historically Significant Sites.* Manage and control existing and future land uses located within or adjacent to environmentally sensitive lands, open space, other significant natural resources, and historically significant sites.

**POLICY 1.3.1:** *Limiting Development in Wetland Areas.* The Town shall limit development within all wetland areas to land uses supporting conservation facilities and water-related passive recreation activities, as defined in the *Recreation and Open Space Element*. Wetlands shall be identified on the *Future Land Use Map Series* as Conservation lands. No development shall be permitted in wetlands except for conservation or passive recreation uses as defined within policies cited herein.

**POLICY 1.3.2:** *Wetlands and Natural Buffer Zones.* Wetlands shall be protected from impacts generated by adjacent land uses through natural buffer zones.

1. No development of disturbance of area is permitted within 25 feet of a designated wetland area. These areas shall be marked with appropriate signage as conservation areas.
2. No building or impervious surface area (with the exception of wet retention areas) is permitted within 50 feet of a designated wetland area.

**POLICY 1.3.3:** *Protection of Floodplains.* Development within the 100 Year Floodplain shall provide necessary mitigation to maintain the natural stormwater flow regime. The 100 Year Floodplain Zone shall be delineated within the *Future Land Use Map series*. The boundary of the 100 Year Floodplain Zone shall be determined by the most recent Flood Insurance Maps prepared by the Federal Emergency Management Agency.

**POLICY 1.3.4:** *Floodplain Mitigation.* All development within the 100 Year Floodplain shall adhere to the following:

- a. *Prohibited Land Uses and Activities.* Storing or processing materials that would, in the event of a 100 Year Storm, be buoyant, flammable, explosive, or potentially injurious to human, animal or plant life is prohibited. Material or equipment immune to substantial damage by flooding may be stored if securely anchored to prevent flotation or if readily removable from the area upon receipt of a flood warning. Manufacturing and light industrial land uses shall be prohibited from encroaching into the 100 Year Floodplain Zone.
- b. *Minimum Floor Height Elevation.* All new construction and substantial improvements of existing construction occurring within a 100 Year Flood Zone must have the first-floor elevation for all enclosed areas at eighteen inches above the 100-year flood elevation.
- c. *Construction Materials and Methods.* All new construction and substantial improvements of existing construction shall be constructed with material and utility equipment resistant to flood damage and using methods and practices that will minimize flood damage and prevent the pollution of surface waters during a 100-year flood event.
- d. *Service Facilities and Utilities.* Electrical heating, ventilation, plumbing, air conditioning, and other service facilities shall be designed or located to prevent water from entering or accumulating within the components during a base flood. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate both infiltration of flood water into the systems and discharges from the systems into flood waters.
- e. *Residential Subdivision Plans and Design.* Plans for subdivisions shall minimize potential flood damage by locating recreation and conservation uses, if included in the plans, to areas within the Flood Zone, reserving as much land as possible outside the flood zone for other land uses. Also, 100-Year Flood Zones shall be identified on all final development plans submitted to the Town.

- f. **Stormwater Facilities.** The Town shall require development to have drainage facilities in place and functioning concurrent with the impacts of development, as stipulated by deadlines established within its Concurrency Management System. Such drainage facilities shall be designed to comply with the Town’s established level of service standard.

**POLICY 1.3.5:** **Aquifer Recharge.** The Town rests on an area possessing high aquifer recharge potential. To maintain the natural rate of percolation within aquifer recharge areas, the Town shall enforce the following:

- a. **Impervious Surface Ratio and Open Space.** Enforce the impervious surface ratios and open space standards established in this *Comprehensive Plan*.
- b. **Manufacturing or Light Industrial Uses and Recharge Areas.** Ensure that the *Future Land Use Element* does not allocate any manufacturing or light industrial land use activities adjacent to lake front areas or within high recharge groundwater aquifer areas that generate pollutants that may adversely impact the quality of surface and ground waters. The guidelines established in the Town’s Land Development Regulations regarding manufacturing uses permitted within commercial districts and light industrial uses shall serve as a guide to monitor the type and intensity of such uses in the Town.
- c. **Permeable Parking Lots.** Promote the application of permeable parking lot surfaces for commercial developments proposed within high recharge areas.
- d. **Land Use Activities and Densities.** Promote land use activities and development densities which are compatible to high recharge potential percolation rates.

**POLICY 1.3.6:** **Lake Shore Protection.** To protect the lake front areas from the encroachment of development, a shoreline protection zone shall be delineated. There shall be no disturbance within 50 feet of the landward extent of wetlands as set forth in Rule 62-340, except for pilings for docks or piers. There shall be no buildings, pools, ponds, or other structures in this protection zone. There shall be no

septic tanks within 75 feet of the landward extent of wetlands as set forth in Rule 62-340. All development shall be subject to the building setback requirements regarding the shoreline protection zone established in the Town's Land Development Regulations.

**POLICY 1.3.7:** ***Upland Vegetative and Wildlife Habitat Protection.*** Upland vegetative communities and wildlife habitats (particularly those identified as primary habitat for endangered or threatened species) for which the Town or State deems environmentally significant shall be protected from adverse impacts associated with development. Upland areas identified within the *Conservation Element* as essential breeding, feeding or habitat sites for endangered or threatened flora or fauna creatures shall be protected according to the following activities:

- a. ***Conservation Designation.*** Important upland habitat may be designated as conservation under the following circumstances:
  - 1. The site is owned by a government body or agency;
  - 2. The site is programmed for purchase by a government agency within the first three years of the *Five-Year Schedule of Capital improvements*; and
  - 3. A request to designate the site as conservation is made by the land owner.
  - 4. The Town requires the designation as a part of the development review process.

Development proposed to occur within areas designated as Conservation are subject to all policies pertaining to open space requirements and development restrictions.

- b. ***Sites with Endangered or Threatened Species.*** Any areas identified within the *Conservation Element* as refuge, breeding, feeding, or habitat areas of endangered or threatened species shall be subject to the following activities:
  - 1. An applicant of a property designated for development shall prepare a Critical Habitat Management Plan prepared by a professional biologist, ecologist, or other related professional. As a minimum, this Plan shall analyze the following issues:

- a.) Affected species;
- b.) Land needs to support continued on-site presence of the species;
- c.) Impacts of proposed development which will disturb the species;
- d.) Recommended management plans and measures necessary to protect the subject species; and
- e.) Cost to developer to implement the recommended management plan.

The adequacy of the study shall be determined by the Town of Howey-in-the-Hills. The final development plan shall conform to recommendations determined within the study as approved by the Town Council. The Town will reserve the right to have a State agency review the Critical Habitat Management Plan and provide a written response.

**POLICY 1.3.8:**

***Historically Significant Sites.*** The Town shall use the Florida Master Site File as a resource to identify archeological resources and historically significant structures. The Howey House and any other historically significant sites listed on the Florida Master File or the National Register of Historic Places shall be identified on the *Future Land Use Map Series*. In addition, the Town shall also distinguish buildings as historic if the following criteria are met:

- a. The age of the subject site exceeds fifty years;
- b. Whether the building, structure, or object represents the last remaining example of its kind in the neighborhood or Town;
- c. Whether documented proof indicates that the site played a significant role in the history of Howey-in-the-Hills, Lake County or the State of Florida.

If type, density and intensity of adjacent land use shown on the *Future Land Use Map* is not compatible to the preservation of the historic site, then appropriate buffering and screening techniques shall be requirements imposed on encroaching adjacent new development. Such requirements shall be stipulated within the Land Development Regulations.

**POLICY 1.3.9:**

***Rehabilitating, Relocating, or Demolition of Historic Sites.*** Criteria established in the Land Development Regulations pertaining to the rehabilitation or relocation of a designated historic structure shall follow the U.S. Secretary of the Interior's "Illustrated

Guidelines for Rehabilitating Historic Buildings”. Additional criteria for approving the relocation, demolition, or rehabilitation of a historic structure shall include the following factors:

- a. the historic character and aesthetic interest the building, structure, or object and how it contributes to its present setting;
- b. whether there are definite plans for the area to be vacated and the effect of those plans on the character of the surrounding neighborhood;
- c. whether the building, structure, or object can be moved without significant and irreversible damage to its physical integrity;
- d. whether the building, structure, or object represents the last remaining example of its kind in the neighborhood or Town;
- e. whether definite plans exist to reuse the subject property if a proposed demolition is carried out, and the effect of those plans on the character of the surroundings; and
- f. whether reasonable measures can be taken to save the building, structure, or object to a level safe for occupation.

**POLICY 1.3.10:** *Preventing Destruction of Discovered Archaeological Sites.* Development shall cease construction activities on a development site when artifacts are uncovered during either land preparation or construction. The developer shall notify the Town of such potential discovery, and the Town and / or developer shall contact the Florida Department of State of such discovery. Construction shall not begin until the State has determined the archaeological significance of the discovery and the restrictions which shall be imposed on development. Development may continue in areas which will not impact the site of the discovery.

**OBJECTIVE 1.4:** *Commercial Planning Activities.* Ensure the Town’s sustainability by allocating sufficient land area to accommodate commercial activities which provide a level of employment as well as goods and services demanded by local residents and guest with consideration to fiscal and environmental impacts to the Town of Howey-in-the-Hills.

**POLICY 1.4.1:** *Location and Distribution of Commercial Sites.* The location and distribution of commercial land use districts delineated on the *Future Land Use Map* shall be determined according to the following criteria:



- a. Promote mixed use land use categories to prevent strip commercial centers and reduce the dependability on the automobile;
- b. Promote the integration of uses to include live-work environments;
- c. Ability to comply with adopted performance standards for preventing or minimizing nuisance impacts, such as emission of air pollutants, noise, odor, and generation of hazardous waste or products;
- d. Impact to the conservation and preservation of natural resources;
- e. Demand on existing and planned public services, utilities, water resources and energy resources;
- f. Impact on designated scenic and aesthetic transportation corridors;
- g. Compatibility with surrounding land uses;
- h. The size of each individual business permitted in the Neighborhood Commercial, Village Mixed Use, or Town Center Mixed Use land uses shall comply with the guidelines established within the Policy 1.4.6; and
- i. The height of each business permitted in the Neighborhood Commercial, Village Mixed Use, or Town Center Mixed Use land uses shall comply with the guidelines established in Policy 1.4.7 of this *Element*.

**POLICY 1.4.2:** *Screening Requirement.* The Town shall require new commercial, light industrial, and manufacturing development to install landscaping, visually obstructive fencing or man-made berms, or other appropriate screening techniques concealing the commercial, light industrial, or manufacturing site from areas designated for low or medium density residential if the proposed commercial, light industrial, or manufacturing building is not compatible.

**POLICY 1.4.3:** *Availability of Facilities to Support Commercial Development.* The density and intensity of commercial uses shall be compatible with the ability of public facilities to provide adequate services according to adopted level of service standards.

**POLICY 1.4.4:** *Provision of Open Space.* All new commercial development shall be subject to the open space standards established in Policy 1.2.2 of this *Element*.

**POLICY 1.4.5:** *Maximum Intensity of Commercial Uses.* Maximum intensity of

use for commercial development is outlined within the respective land use categories and further refined in the Land Development Regulations.

**POLICY 1.4.6:** *Commercial Building Size Limitations.* Individual businesses within the Town Center Mixed Use and Neighborhood Commercial shall be limited to 5,000 sq. ft. unless a waiver is granted to the developer by the Town Council. Individual businesses within the Village Mixed Use land uses shall be limited to 30,000 sq. ft. unless a waiver is granted to the developer by the Town Council. These guidelines shall be used to determine the maximum allowable size for all new commercial buildings in Town. Waivers shall be based on the particular needs of the individual business, the compatibility of the proposed building and business with the business site and other affected development, enhanced architectural design of the proposed building, and other factors which the Town Council determines as relevant to development of the proposed site and impacts to the general area.

**POLICY 1.4.7:** *Commercial Building Height Limitations.* Commercial buildings within the Town Center Mixed Use, Village Mixed Use, and Neighborhood Commercial land uses shall be limited to a maximum of 35 feet in height.

**POLICY 1.4.8:** *Acceptable Uses within Commercial Areas.* Activities allowed within areas designated for commercial uses established in the Town Center Mixed Use, Village Mixed Use, or Neighborhood Commercial land uses shall be limited to the following:

1. Retail business (drive-thru establishments in the Town Center Mixed Use shall be located to the rear of properties fronting on Central Avenue)
2. Community centers and fraternal lodges;
3. Hotels or motels;
4. Marinas;
5. Service businesses, Personal Services such as barber/beauty, personal training, spa, salons, pottery shops, art/painting galleries or studios, dance studios, etc.;
6. Professional and Business offices;
7. Veterinarian offices, provided the facility has no outside kennels;
8. Financial Institutions and banks;

9. Residential development, low, medium, or high density (second story);
10. Recreation and Parks;
11. Manufacturing, as permitted according to policies cited in this *Element*;
12. Elementary and middle schools in the Neighborhood Commercial land use; and
13. Elementary, middle, and high schools in the Village Mixed Use land use.

A more detailed matrix is available in the Land Development Regulations.

**POLICY 1.4.9:** *Strip Commercial Development and State Road 19 and County Road 48.* The Town shall discourage strip commercial style development from occurring along State Road 19 and County Road 48. Prior to the approval of each proposed annexations along the State Road 19 and County Road 48 corridors, the Town shall consider the potential of a strip commercial style development being established as a direct result of such annexation.

**POLICY 1.4.10:** *Adequate Commercial Land and the Future Land Use Map.* The Town will ensure that adequate land is designated on the *Future Land Use Map* to support the commercial needs of the residents and guests of Howey-in-the-Hills during the planning period. All such lands shall be compatible and consistent with the surrounding land uses.

**OBJECTIVE 1.5:** *Limiting Manufacturing Land Uses.* Limit manufacturing land uses within the Town due to the presence of high aquifer recharge areas and lack of central sanitary sewer facilities.

**POLICY 1.5.1:** *Manufacturing as a Conditional Use in Light Industrial Designations.* The Town shall permit non-polluting manufacturing land uses within Light Industrial land use designations on a conditional basis.

**POLICY 1.5.2:** *Acceptable Manufacturing Uses.* Manufacturing uses allowed within Light Industrial designations shall be limited to those primarily involved with the assembly of goods and products processed without the use of excessive chemicals, heat, or machinery. Activities which might be obnoxious or offensive by

reason of emission of odor, dust, smoke, gas or noise beyond the building are prohibited.

**POLICY 1.5.3:** *Maximum Intensity of Use.* Maximum intensity of use for manufacturing uses shall be 0.70 for the impervious surface coverage and 0.60 for the floor area ratio.

**OBJECTIVE 1.6:** *Public Services and Facilities.* To assure that needed public services and facilities are developed concurrent with the impact of new development.

**POLICY 1.6.1:** *Coordinating Public Facilities with Land Use.* The Town shall extend public facilities only to existing and proposed land use activities, as shown on the *Future Land Use Map*, which shall require and demand such services. Undeveloped land shall not be designated for development without assurance through the *Comprehensive Plan* that public facilities shall be available concurrently with the impacts of development. The impacts of land uses, including their densities and intensities, shall be coordinated with the Town's ability to finance or require provision of necessary public facilities at conditions at or exceeding the adopted minimum level of service standards.

**POLICY 1.6.2:** *Coordinating Public Facilities with Concurrency Management System.* The timing and location of public facilities shall be coordinated with the Town's Concurrency Management System to assure that development occurs in an orderly and timely manner consistent with the availability of facility capacities.

**POLICY 1.6.3:** *Land Use Allowed within Wellfield Protection Zones.* A wellfield protection zone shall be established within a radius distance of seventy-five, two hundred, and five hundred feet from potable water wells. The following guidelines apply to the wellhead protection zone:

- a. No new development (except facilities related to the public water system) shall be permitted within one-hundred and fifty feet from a well.
- b. Within a two-hundred-foot radius distance, septic tanks, sanitary sewer facilities, or solid waste or disposal facilities shall be prohibited.

- c. Within a five-hundred-foot radius of a well, manufacturing or light industrial uses shall be prohibited, including activities that require the storage, use handling, production or transportation of restricted substances; agricultural chemicals, petroleum products, hazardous/toxic wastes, industrial chemicals, etc. In addition, wastewater treatment plants, percolation ponds, mining activities and similar activities are prohibited. Low density single family, commercial, retail, and office land uses shall be allowed within the 500-foot zone for potable water wells.
- d. All wells and wellhead protection zones shall be delineated on the Town's *Existing and Future Land Use Maps*.

**POLICY 1.6.4:** *Public Facility and Service Standards.* The Town shall continue to ensure that public facilities and services meet or exceed the standards established in the *Capital Improvements Element* required by Chapter 163.3177, F.S. and are available when needed for the development, or that development orders and permits are conditioned on the availability of these public facilities and services necessary to serve the proposed development.

**POLICY 1.6.5:** *Meeting LOS Standards.* The Town shall require, prior to approval of a building permit and/or development order, that the locally established "Level of Service of Standards" are being met or that facility improvements will be available concurrently with the impact of new construction or development such that level of service standards are maintained.

**OBJECTIVE 1.7:** *Land Use Coordination and Soils and Topography.* To require that soil conditions, topography, and availability of facilities and services be coordinated with land uses.

**POLICY 1.7.1:** *Coordinating Future Land Uses with Soil Conditions.* Land use activities, including their densities and intensities, shall be compatible to soil types whose properties are capable of supporting the structures, parking areas, ancillary uses, and facilities proposed to be placed on them.

In the event the *Future Land Use Map* identifies a land use allowed within an incompatible soil type, a field study may be performed on the site by a professional hydrologist, registered engineer, or other similar profession to delineate actual boundaries and soil

types exhibited on the subject site. The Town shall reserve the right to have such a field study verified by the local U.S. Soil Conservation Office or a comparable State agency.

**POLICY 1.7.2:** *Engineering Practices, Topography, and Soils.* The Town shall maintain a unified Land Development Code and continue to require that sound engineering practices be required with respect to the topography and soil conditions, prior to the approval of development activities in Town.

**OBJECTIVE 1.8:** *Coordination of Land Patterns, New Development, and the Concurrency Management System.* Assure that future land use patterns and new development in Howey-in-the-Hills are coordinated consistently with the Town’s Concurrency Management System.

**POLICY 1.8.1:** *Availability of Public Facilities.* Development orders and permits shall not be issued unless the necessary facilities and services are available concurrent with the impacts of development. Future land use allocations, including their related densities and intensities, shall not exceed the financial and legal ability of the Town to provide or require provision of public facilities to serve those land uses delineated on the *Future Land Use Map*. The Town’s Concurrency Management System shall be used to determine whether adequate public facility capacities are available to meet the demands generated by new development and redevelopment.

**POLICY 1.8.2:** *Efficiency in the Provision of Public Facilities.* Allocation of future land use shall occur in a manner which promotes efficient distribution and provision of public facilities. Land use allocations shall assure that future sites can be acquired for public facilities programmed within the *Five-Year Schedule of Capital Improvements* or determined necessary to meet demands generated by growth and development anticipated during the planning period.

**POLICY 1.8.3:** *Mandatory Compliance with the Concurrency Management System.* The Town shall issue no development order or permit for development unless the applicant demonstrates that impacts associated with the proposed development meet criteria set forth within the Town’s Concurrency Management System. All applicants of development shall demonstrate through narrative and graphic information that:

- 1.) necessary facilities and resources are in place and functional

concurrent with the impacts of development; and

- 2.) the subject development shall not reduce the levels of service below the minimum adopted standard established in the *Public Facilities Element* policy for each applicable public facility.

For proposed developments which shall require public facilities or services provided by the Town, no development order or permit for development shall be issued until a maximum capacity for a public facility is assigned to and reserved for the subject development. The reservation of capacity for a public facility shall be granted to an applicant of development only upon satisfactory compliance with the Town's Concurrency Management System and other applicable ordinances. All rights pertaining to the assignment and forfeit of capacity allocations shall be defined within the Town's Concurrency Management System.

**POLICY 1.8.4:** *Amendments to the Comprehensive Plan.* The Town shall require all applicants pursuing an amendment to the *Future Land Use Map* to demonstrate that all facilities or service capacities are currently available and shall be available concurrent with the impacts of development. Any necessary facilities or services shall be part of the *5-year CIP* or the *Long-range Capital Plan*. An amendment to the *Future Land Use Map* shall not constitute the reservation of capacity for any public facility. Reservation of capacities shall only be granted to development orders or permits which demonstrate specific impacts which a development will place on public capacities. The Town shall consult with the St. Johns River Water Management District, prior to the approval of a building permit or its functional equivalent, to determine whether adequate water supplies and related facilities to serve new development will be available no later than the anticipated date of issuance by the Town a certificate of occupancy or its functional equivalent.

**OBJECTIVE 1.9:** *Blighted Areas.* Blighted areas shall be redeveloped, and the Town shall take the necessary action to prevent or limit their occurrence.

**POLICY 1.9.1:** *Amending the Comprehensive Plan to Address Blighted Areas.* At the time blighted areas are identified within Howey-in-the-Hills, the Town shall amend the *Comprehensive Plan* to include appropriate policies which address the redevelopment needs of that area. Such policies shall be based on an evaluation and analysis which shall be prepared within the Date Inventory and Analysis Section. The Town shall also re-evaluate the future land use designation for the blighted area to determine if a more appropriate designation, density and intensity of development would better encourage the private sector to invest in redevelopment.

**POLICY 1.9.2:** *Identifying Blighted Areas.* The Town shall annually survey all areas of the Town to determine if blighted areas are occurring.

**POLICY 1.9.3:** *Code Enforcement.* The Town shall enforce its Codes to require needed improvements within the Town and discourage the creation of blighted areas in Town.

**OBJECTIVE 1.10:** *Urban Sprawl.* Discourage urban sprawl through a future land use pattern which promotes orderly, compact development.

**POLICY 1.10.1:** *Promote Orderly, Compact Growth.* Land use patterns delineated on the *Future Land Use Map* shall promote orderly, compact growth. The Town shall encourage growth and development in developed areas where public facilities and services are presently in place, and in those areas which public facilities can provide the most efficient service.

**POLICY 1.10.3:** *Coordination with Lake County.* The Town of Howey-in-the-Hills shall coordinate with Lake County to promote a regional development concept that directs future growth to urbanized or urban/rural transitional areas where public facilities and services are available or proposed to be available as required in the Town's Concurrency Management System.

**OBJECTIVE 1.11:** *Innovative Land Development Applications.* Future growth and development shall be managed through the preparation, adoption, implementation and enforcement of innovative land development regulations.



- POLICY 1.11.1:** *Use of Mixed Use Developments.* To discourage urban sprawl and to maximize existing and planned public facilities, the Town has adopted the Village Mixed Use and Town Center Mixed Use land uses.
- Mixed Use designations may include single family, multiple family, commercial, recreation, open space and institutional land uses not to exceed development densities and intensities of use established for these land uses in this *Element*.
- POLICY 1.11.2:** *Use of Cluster Developments.* To promote the conservation of permeable surface area and maintain the Town’s rural character, cluster developments shall be promoted by the Town during the development review process. Developers of Mixed Use/Planned Unit Developments and residential subdivisions shall be encouraged to cluster development in order to preserve open space.
- POLICY 1.11.3:** *Maintaining Innovative Land Development Regulations.* The Town shall maintain innovative land development regulations that encourage mixed-use developments and incorporate site design planning techniques that will enhance the quality of large scale developments or redevelopment area(s).
- POLICY 1.11.4:** *Establishing Architectural Guidelines.* The Town shall apply the architectural standards in the Land Development Regulations to the Town Center Mixed Use and Village Mixed Use land uses to maintain the unique and hometown charm of Howey-in-the-Hills. The Town shall encourage historical and traditional styles native to the Howey-in-the-Hills area and new and innovative architectural design when appropriate.
- POLICY 1.11.5:** *Requiring Underground Utilities.* The Town shall require all new subdivisions, residential and commercial developments, approved after the adoption of this *Comprehensive Plan*, to have underground telephone, cable and electrical utility lines to provide a more attractive, efficient, and safer development.
- POLICY 1.11.6:** *Promoting Interconnected neighborhoods.* The Town shall encourage the development of interconnected neighborhoods using pedestrian linkages, bicycle facilities, and golf carts.
- POLICY 1.11.7** *Multiple access to subdivisions.* The Town shall require new developments consisting of 50 lots or more to have a minimum of

two points of vehicular access. This policy shall not be construed as prohibiting private streets or prohibiting the use of emergency access only points in addition to the standard vehicular access point.

**OBJECTIVE 1.12:** *Identifying a Defined Planning Area.* To identify an area surrounding the existing Town limits as the defined planning area for the Town.

**POLICY 1.12.1:** *Defined Planning Area Definition.* To protect the Town’s unique charm and hometown character, the Town hereby adopts the Utility Service Area as the maximum planning area (see the Town’s *Utility Service Area Map*). The Town shall not annex outside this boundary.

**POLICY 1.12.2:** *Defined Planning Area and Concurrency.* All land within the defined planning area established in Policy 1.12.1 that annexes into the Town shall be subject to the Town’s adopted Concurrency Management System and level of service standards. Prior to the approval of annexing land within the defined planning area, the Town shall ensure that timely development occurs before the annexation and connection to the Town’s utility service system is made available. The Town shall also ensure that the availability of public infrastructure is made only to proposed developments that are adjacent to existing developments within the Town as opposed to sporadic “leap frog” development resulting in urban sprawl.

**OBJECTIVE 1.13:** *Electric Infrastructure.* To maintain, encourage, and ensure adequate and reliable electric infrastructure is readily available in the Town.

**POLICY 1.13.1:** *Permitting New Electric Distribution Substations.* The Town shall allow new electric distribution substations in all land use categories except Conservation. The Town shall, if possible, avoid locating substations where they would be incompatible with adjacent land uses.

**POLICY 1.13.2:** *Compatibility of New Electric Distribution Substations.* The Town shall require the compatibility of new electric distribution substations with surrounding land uses (including heightened setback, landscaping, buffering, screening, lighting, etc.) as part of a joint public/private site planning effort.

**POLICY 1.13.3:** *New Electric Distribution Substation Standards.* The following standards shall apply to new distribution electric substations:

In nonresidential areas, the substation must comply with the setback and landscaped buffer area criteria applicable to other similar uses in that district, if any.

Unless the Town Council approves a lesser setback or landscape requirement, in residential areas, a setback of up to 100 feet between the substation property boundary and permanent equipment structures shall be maintained as follows:

1. For setbacks between 100 feet and 50 feet, an open green space shall be formed by installing native landscaping, including trees and shrub material, consistent with the relevant local government's land development regulations. Substation equipment shall be protected by a security fence consistent with the Town's Land Development Regulations.
2. For setbacks of less than 50 feet, a buffer wall 8-feet high or a fence 8-feet high with native landscaping consistent with the relevant local government's regulations shall be installed around the substation.

**POLICY 1.13.4:** *New Electric Distribution Substation Compliance.* All new distribution electric substations in Town shall comply with the guidelines and standards established in Chapter 163.3208, F.S.

**OBJECTIVE 1.14:** *Consistency and Compatibility with the Adopted Comprehensive Plan.* To ensure the Town's Land Development Regulations, Zoning Districts, and Performance Standards are consistent with and compatible to the adopted *Comprehensive Plan*.

**POLICY 1.14.1:** *Land Development Regulations Consistency.*

The Land Development Regulations for the Town of Howey-in-the-Hills shall be consistent with, and serve to implement the goals, objectives and policies established within the *adopted Comprehensive Plan*. To implement the goals, objectives and policies of the *adopted Comprehensive Plan*, provisions shall be incorporated into the Land Development Regulations, and shall contain specific and detailed provisions which as a minimum:

- a. Regulate the subdivision of land;
- b. Regulate the use of land and water consistent with this Element, ensure the compatibility of adjacent land uses, and

- provide for open space;
- c. Protect the environmentally sensitive lands designated in the *Comprehensive Plan*, particularly those identified in the *Future Land Use Map* series;
  - d. Regulate development within areas which experience seasonal and periodic flooding;
  - e. Specify drainage and stormwater management requirements;
  - f. Protect potable water wellfields and aquifer recharge areas;
  - g. Specify minimum design standards for sanitary sewer and septic tank systems;
  - h. Regulate signage;
  - i. Ensure safe and convenient on-site and off-site traffic flow and parking needs of motorized and non-motorized transportation;
  - j. Require that development meet all appropriate provisions of the Town's Concurrency Management System, including level of service standards adopted by the Town Council, prior to the issuance of a development order or permit; and
  - k. Provide that public facilities and services meet or exceed the standards established in the capital improvements element required by ~~Chapter~~ **section 163.3177 of Florida Statutes, F.S.** and are available when needed for the development, or that development orders and permits are conditioned on the availability of these public facilities and services necessary to serve the proposed development.

**POLICY 1.14.2:*****Consistency of Zoning Districts with the Future Land Use Map.***

The Town may elect to further regulate land use activities within land use districts shown on the *Future Land Use Map* through the establishment of zoning districts. Such zoning districts shall be defined within the Land Development Regulations, and a Zoning Map shall illustrate the demarcations of each district. The density and intensity of land use activities established for each zoning district shall be consistent with density and intensity qualitative

standards set forth on the *Future Land Use Map* for the associated land use district.

Land development regulations adopted to implement this *Comprehensive Plan* shall be based on and be consistent with the residential densities and non-residential intensities established herein.

**POLICY 1.14.3:** *Consistency with Performance Standards.* Performance standards established within the Land Development Regulations shall be consistent with the goals, objectives and policies established within the *adopted Comprehensive Plan*. By December 2012, the Land Development Regulations shall be amended to ensure that the performance standards comply with the adopted *Comprehensive Plan*.

**OBJECTIVE 1.15:** *Protection of Natural Resources.* To ensure the protection of natural resources in the Howey-in-the-Hills area.

**POLICY 1.15.1:** *Policies for Managing Environmentally Sensitive Areas.* Policies in the *Conservation Element* for managing environmentally sensitive natural systems, including but not limited to Little Lake Harris, Lake Illinois, wetlands, floodplain areas, significant vegetative communities and wildlife habitats of endangered and threatened species, shall be implemented through performance standards stipulated in the Land Development Regulations.

**POLICY 1.15.2:** *Intergovernmental Coordination and Natural Resource Management.* The Town shall coordinate with State agencies including, the St. Johns River Water Management District, the Florida Department of Environmental Protection, and the East Central Florida Regional Planning Council as well as Lake County and other agencies concerned with managing natural resources for the purpose of protecting the function and existence of natural systems.

**POLICY 1.15.3:** *Protection of Endangered and Threatened Animal and Plant Species.* The Town shall protect endangered and threatened animal and plant species by assuring the preservation of native habitat required for their propagation and survival. Policies pertaining to the adoption of performance standards and development regulations, as herein cited in this *Comprehensive Plan* shall implement the protection of habitat used by these species.

**OBJECTIVE 1.16: *Compatible and Consistent Land Uses.*** To ensure that land uses are compatible and consistent with surrounding land uses.

**POLICY 1.16.1:** *Existing Non-Compatible Land Uses.* The Town shall reduce or eliminate existing non-complying land use activities to the greatest reasonable and practical extent without intruding on the constitutional rights of the effected landowners. No existing non-conforming structure shall be increased or expanded. The Land Development Regulations shall define circumstances under which the existing non-conforming use shall be eliminated or reduced in intensity and shall provide principles for regulating improvements to existing non-complying structures as well as changes to non-conforming uses.

**POLICY 1.16.2:** *Managing Future Land Use.* The *Future Land Use Map* and related policies together with the Land Development Code shall be applied as a planning and management tool in order to prevent development of land uses which do not conform to the Town's character as reflected in the Town's adopted *Future Land Use Map*, *Zoning Map*, and other applicable laws, ordinances, and administrative rules.

**OBJECTIVE 1.17: *Renewable Energy Resources.*** To encourage the development and use of renewable energy resources, efficient land use patterns, and reducing greenhouse gas emissions in order to conserve and protect the value of land, buildings, and resources, and to promote the good health of the Town's residents.

**POLICY 1.17.1:** *Energy Efficient Land Use Pattern.* The Town shall maintain an energy efficient land use pattern and shall continue to promote the use of transit and alternative methods of transportation that decrease reliance on the automobile.

**POLICY 1.17.2:** *Promoting Walking and Bicycling.* The Town shall continue to encourage and develop the "walk-ability and bike-ability" of the Town as a means to promote the physical health of the Town's residents, access to recreational and natural resources, and as a means to reduce greenhouse gas emissions.

**POLICY 1.17.3:** *Establishing an Energy Management Plan.* By December 2012, the Town shall develop and implement an Energy Management Plan to minimize electric, fuel and water resources in Town buildings, fleet vehicles and on public properties.

- POLICY 1.17.4:** *Solar Collectors.* No action of the Town shall prohibit or have the effect of prohibiting solar collectors, or other energy devices based on renewable resources from being installed on a building and as further set forth within Section 163.04, Florida Statutes.
- POLICY 1.17.5:** *Construction of Public Facilities and Buildings.* Public buildings and facilities shall be constructed and adapted where reasonably feasible to incorporate energy efficient designs and appropriate “green” building standards. Green Building standards that should be observed are contained in the Green Commercial Buildings Designation Standard, Version 1.0, published by the Florida Green Building Coalition, Inc.
- POLICY 1.17.6:** *Energy Efficient Design and Construction Standards.* The Town shall continue to promote and enforce energy efficient design and construction standards as these become adopted as part of the State Building Codes. The Town shall also promote commercial and residential standards that are promulgated from time to time by the Florida Green Building Coalition, Inc.
- POLICY 1.17.7:** *Promoting Mixed Use Developments.* The Town shall continue to promote mixed-use developments in areas planning for urban development or redevelopment as a mean to produce energy efficient land use patterns and reduce greenhouse gas emissions.
- POLICY 1.17.8:** *Development Incentives for Smart Growth Development.* The Town shall revise its Land Development Regulations by December 2012 to offer incentives and flexibility for development projects that will make development application, review and approval processes easier, faster and more cost effective for projects that are consistent with the Smart Growth Principles of the *Comprehensive Plan* and that can be demonstrated to reduce infrastructure costs, promote the preservation of open space and habitat lands, provide energy efficient land use patterns, and reduce greenhouse gas emissions. Other incentives shall also be evaluated for projects that participate in energy-efficient development programs such as:
- U.S. Environmental Protection Agency's Energy Star Buildings and Green Lights Program to increase energy efficiency through lighting upgrades in buildings;
  - Rebuild America;
  - Building for the 21st Century;
  - Energy Smart Schools;
  - National Industrial Competitiveness through Energy;

- U.S. Department of Environmental Protection's Pollution Prevention (P2) Program;
- U.S. Green Building Council (LEED);
- Florida Water Star<sup>SM</sup> Program; or
- Florida Green Building Coalition (FGBC), including pursuing certification as a Green Government.

**OBJECTIVE 1.18: *Mechanism to Manage Growth and Development.*** To ensure that the *Comprehensive Plan* represents the primary mechanism which manages growth and development within the Town of Howey-in-the-Hills.

**POLICY 1.18.1:** *Precedence Over Other Land Use Control Mechanisms.* Growth management and land use controls stipulated in the adopted *Comprehensive Plan* through goals, objectives and policies shall take precedence over all other land use policies established in other land use control mechanisms adopted by the Town of Howey-in-the-Hills, including but not limited to the Land Development Regulations and other components of the Code of Ordinances.

**POLICY 1.18.2:** *Growth Management through Maintenance of Land Development Regulations.* The Town shall maintain the Land Development Regulations to reflect growth management controls established within the updated *Comprehensive Plan*.

**POLICY 1.18.3:** *Compliance with State and Federal Laws.* The *Comprehensive Plan* shall not violate Statutes established in Florida Law or Administrative Rule, nor shall it violate the Constitution of the State of Florida or that of the United States of America.



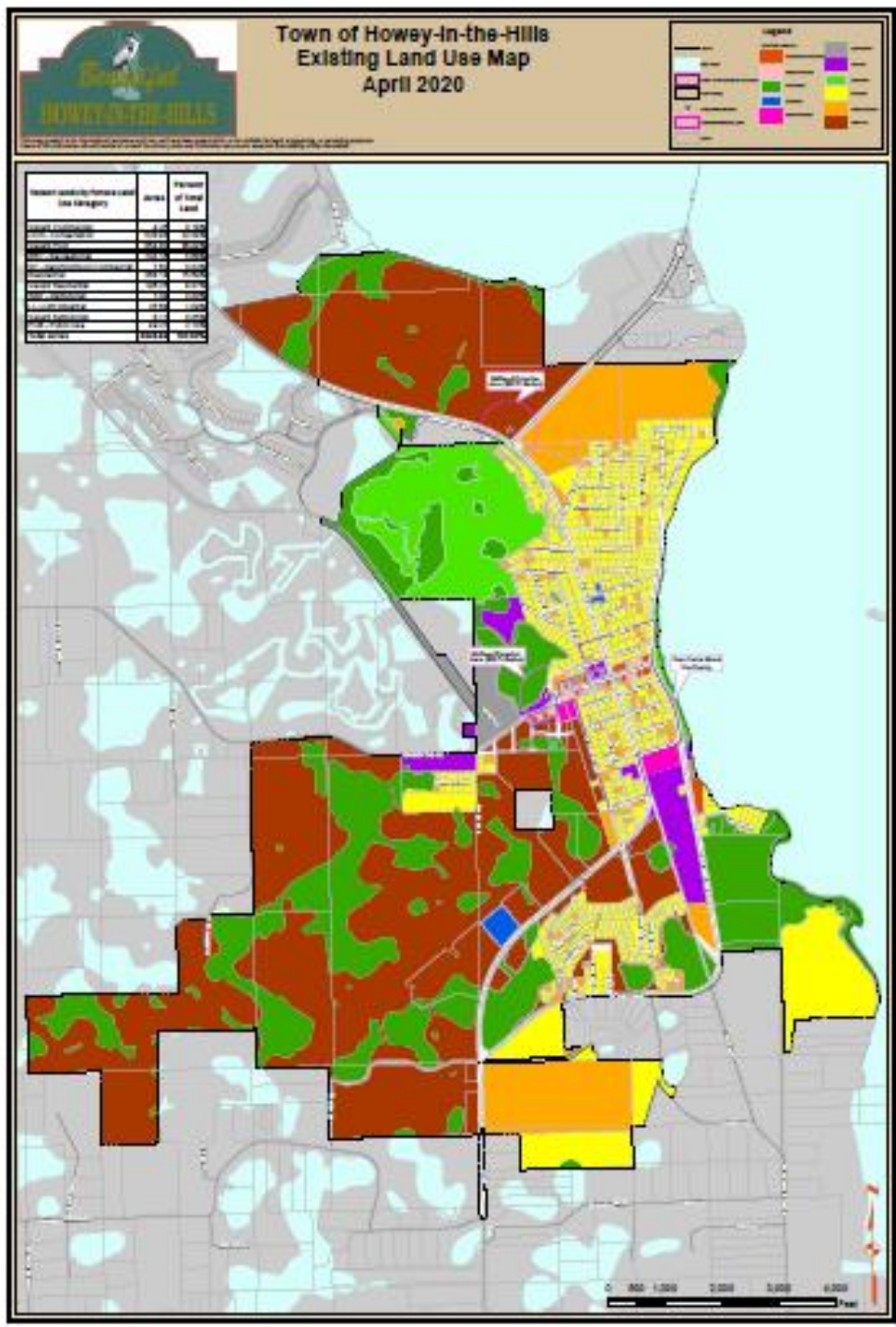


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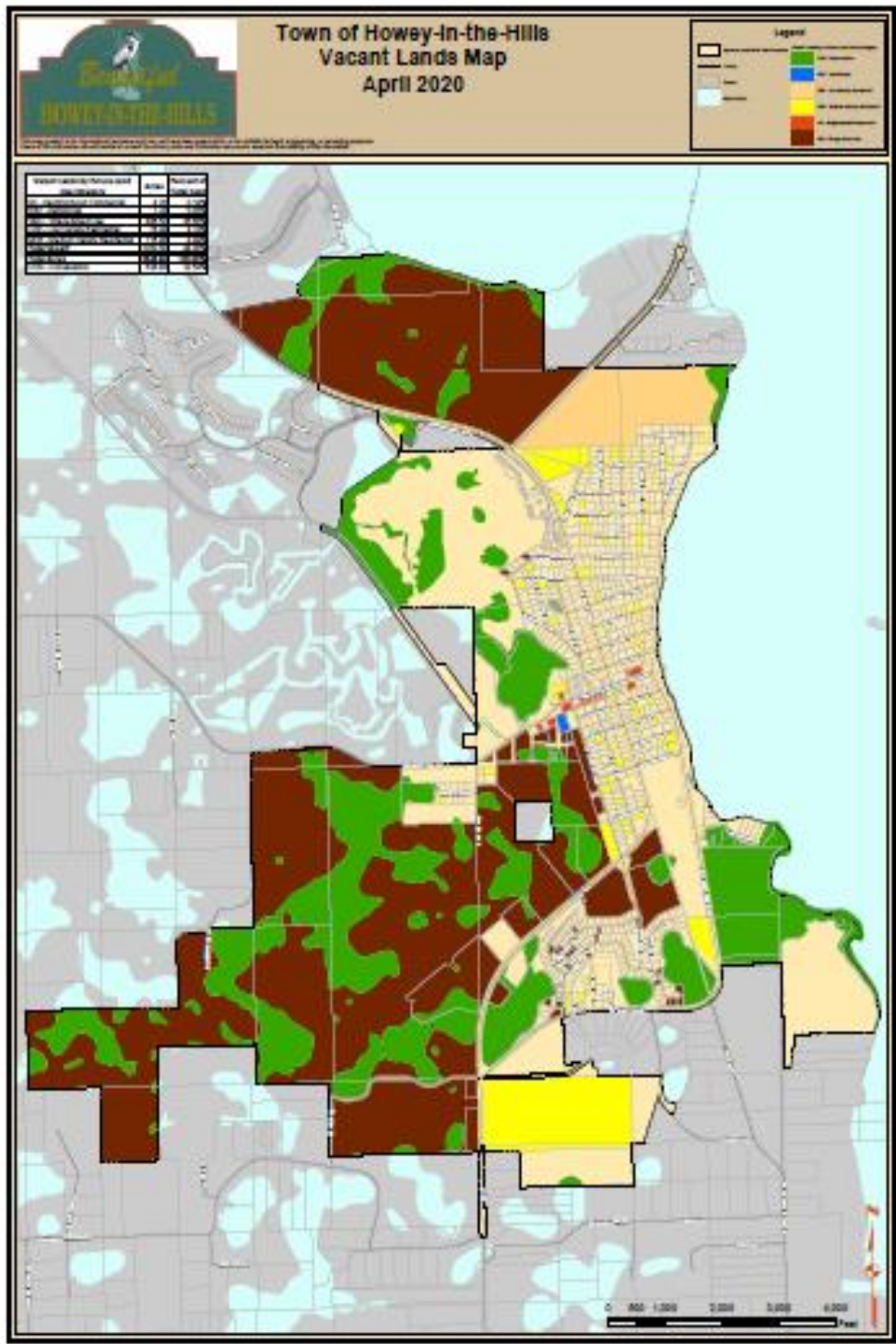




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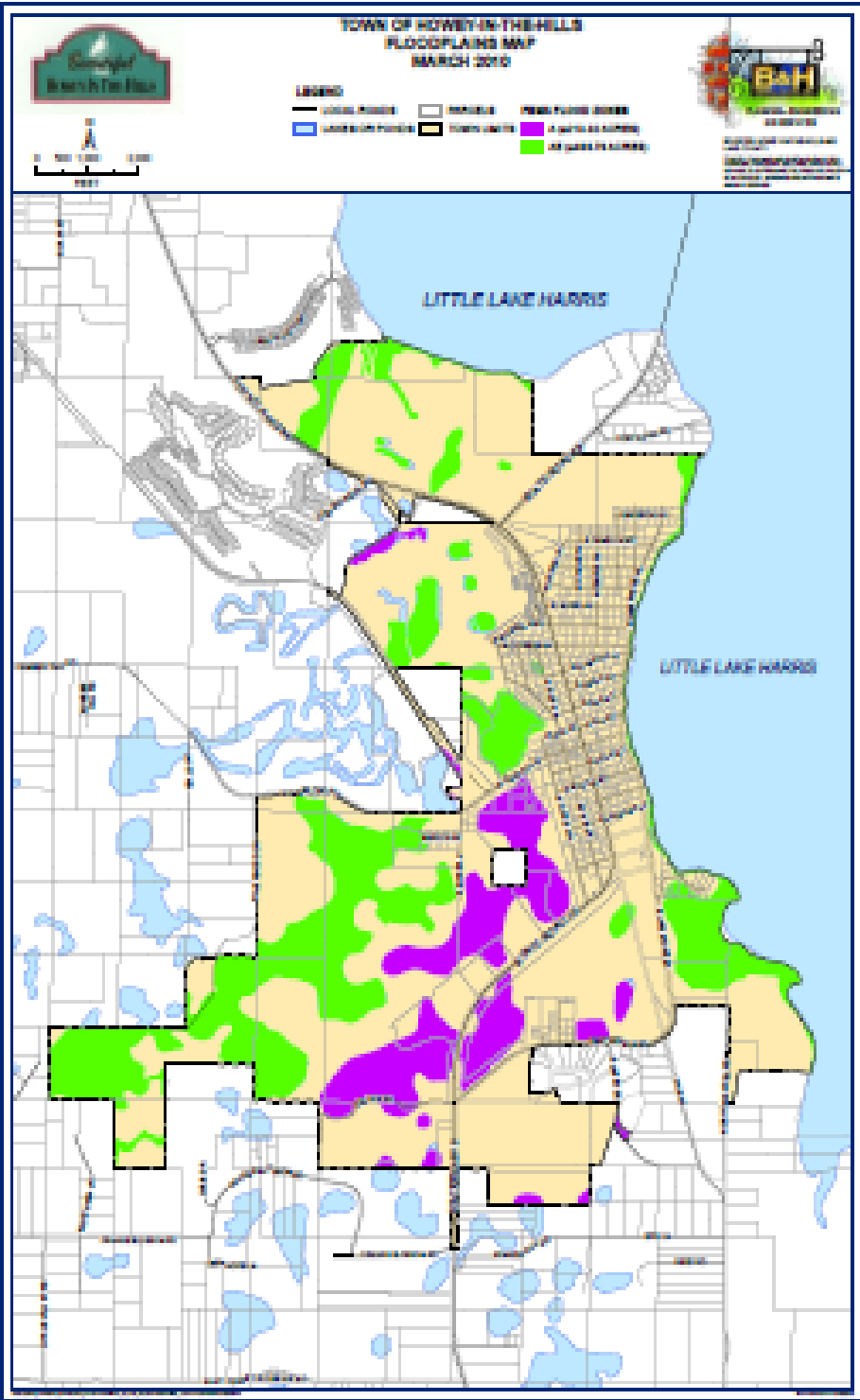
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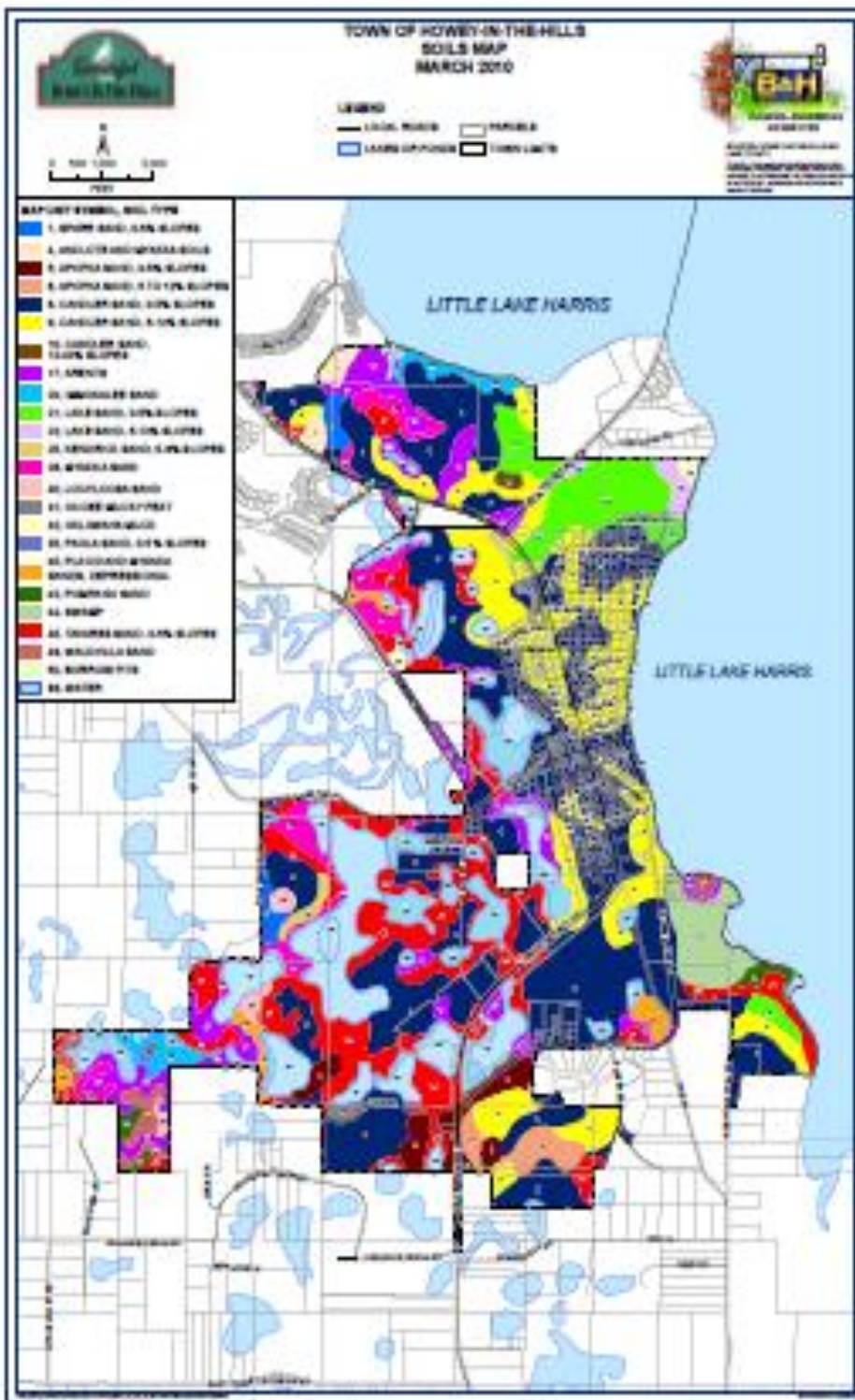


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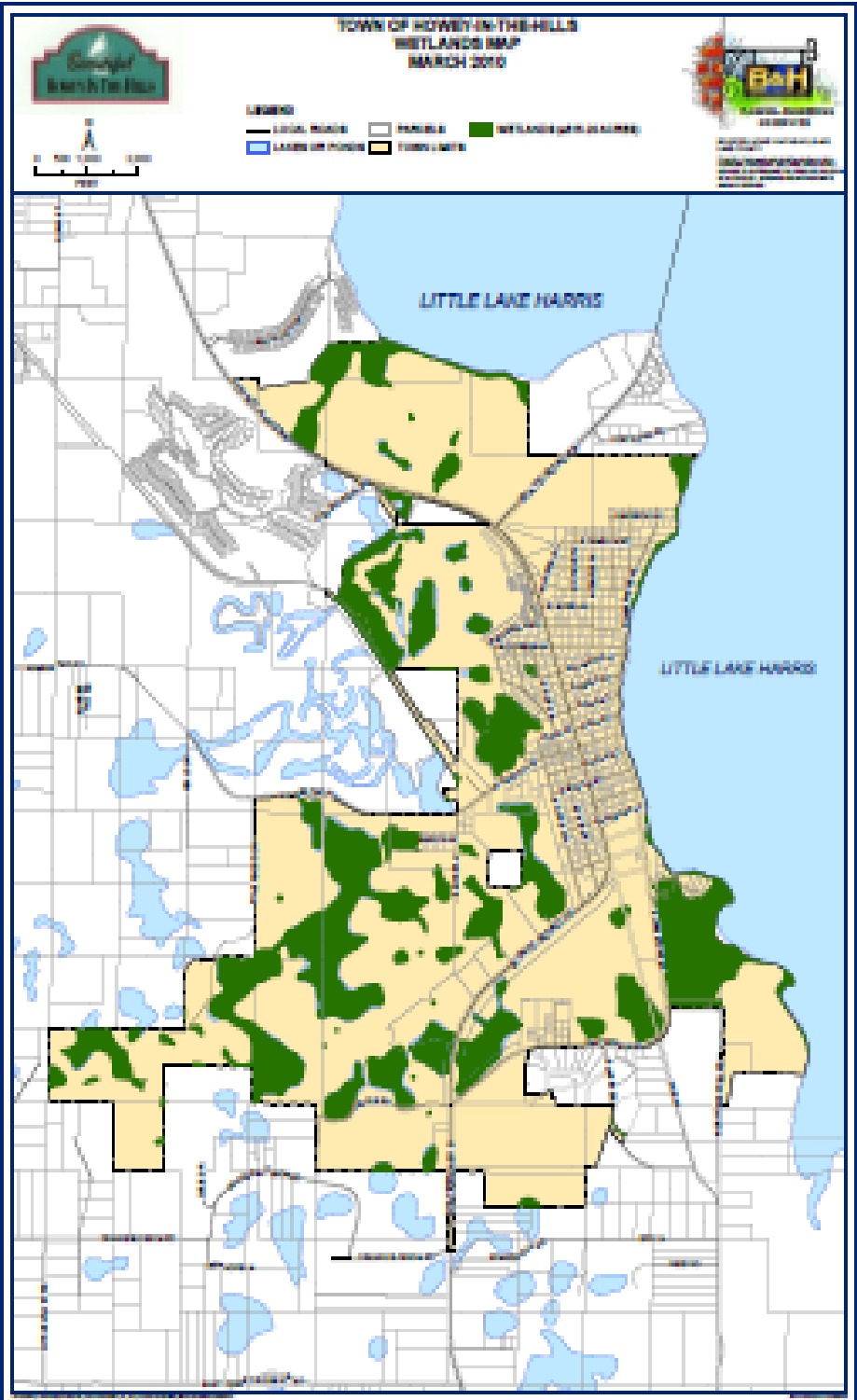




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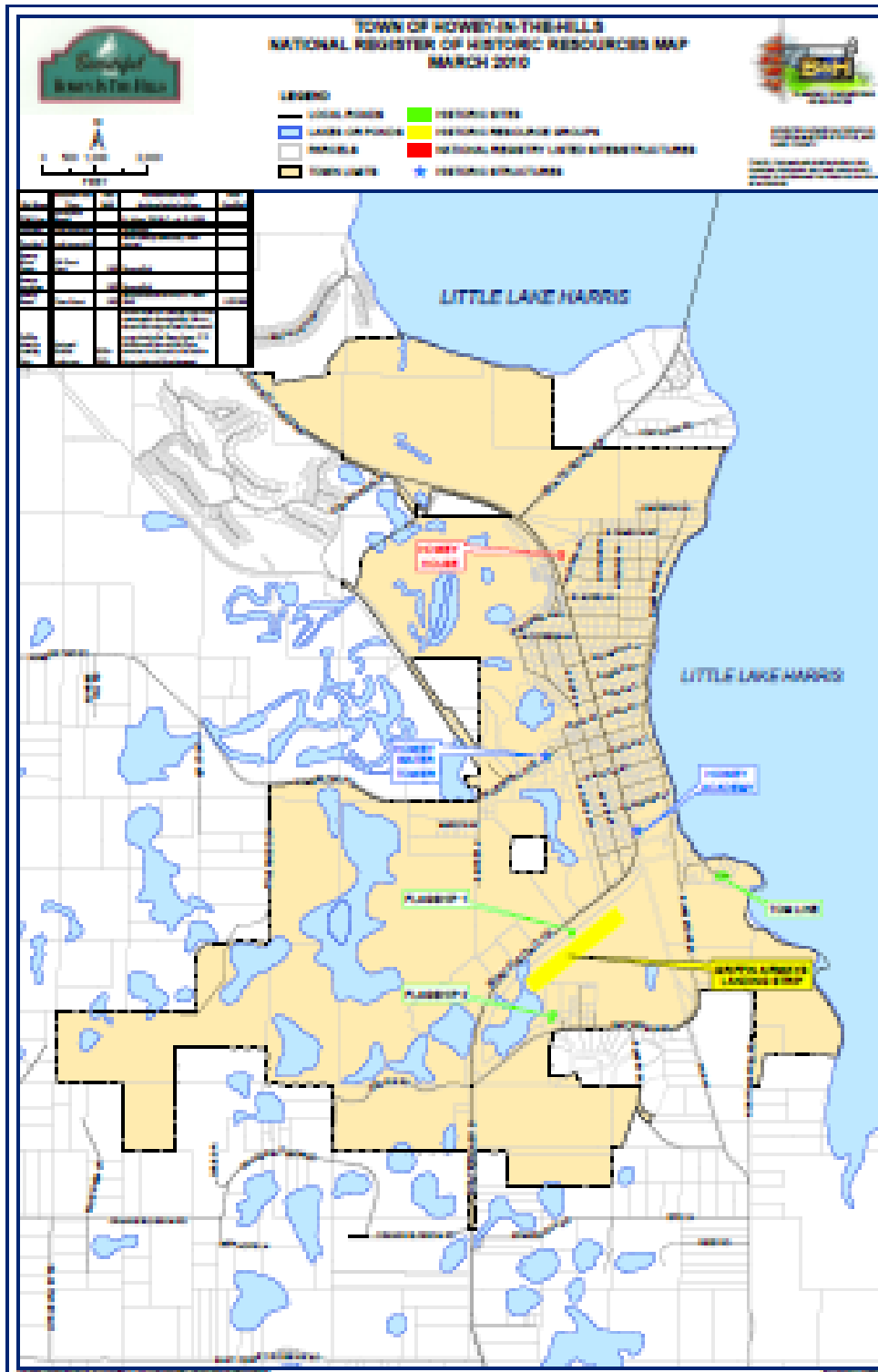


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## **Government in the Sunshine Public Records**

A Briefing for Town Council, Town of Howey-in-the-Hills

January 8, 2024

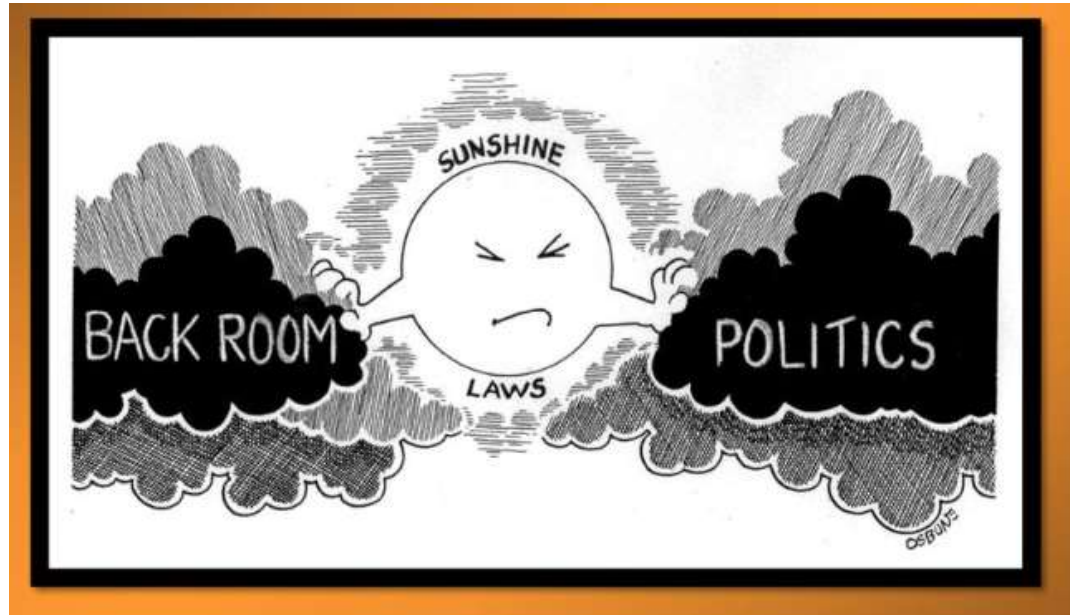
GrayRobinson

GRAY ROBINSON

# Overview

Item 8.

1. Gov't. in Sunshine Law – Section 286.011, *Florida Statutes*.
2. Public Records Law – Chapter 119, *Fla. Stat.*



## SUNSHINE LAW –

1. Meetings must be **open** to the public.
2. Meetings must be **noticed**.
3. Written **minutes** must be taken.



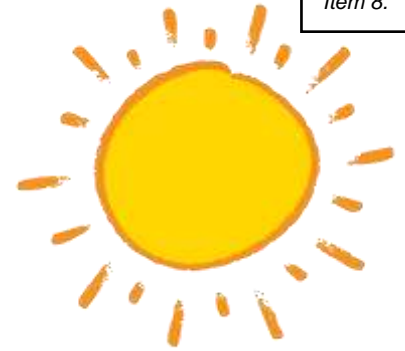
### A “meeting” occurs when ...

- A meeting, conversation, phone call, emails, text messages
- Between 2 or more Council members
- **And** the topic might be the subject of a future vote

# Sunshine Law

## Applies to:

- Town Council
- Town boards and committees



## Things to remember:

- If 2 or more council members need to discuss Town-related business, a meeting must be officially noticed.
- Do not call, text or e-mail each other on Town business – all discussions must be in an open, noticed meeting.
- You cannot have a person act as a “go-between.”
- Whispering and passing notes at a Town Council meeting could be considered an “unnoticed” meeting.
- Before, during, or once a meeting is adjourned, don’t talk about Town business.
- Members of the public must be provided an opportunity to address the board during the decision-making process, and before a decision is made.

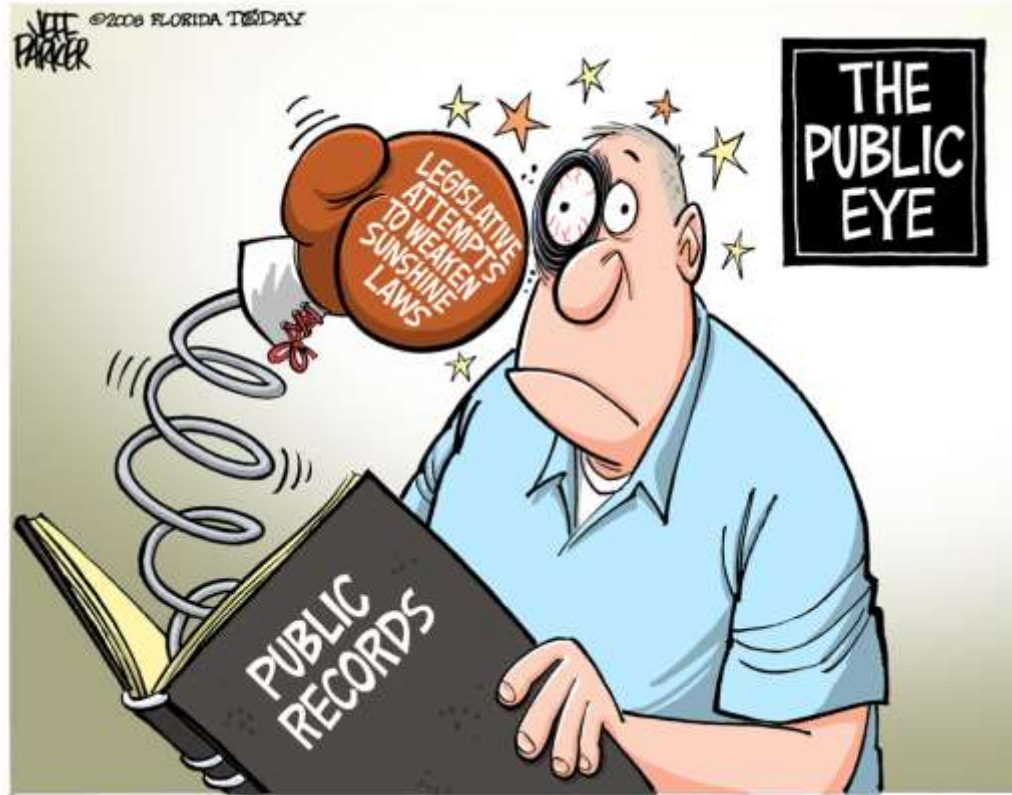
### Meetings do *not* include your discussions with:

- A county commissioner
- A state legislator
- Town staff
- Another Council member on a topic that will never be the subject of a Town Council vote



# PUBLIC RECORDS LAW

Item 8.

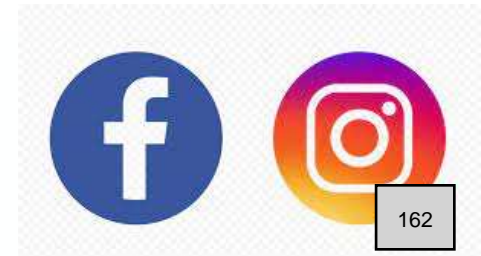


# Public Records Law

Item 8.

## Important things to know:

- The Town must permit inspection and copying of its records.
- Every record of Town business is a public record
- **NOT** limited to traditional written documents
- “public records” include ...
  - Emails, letters, memos, notes, calendars,
  - Documents, reports, drafts, computer programs,
  - Data, financials, budgets, audits, expense records,
  - Texts, social-media posts, metadata ...
- IF made or received in connection with Town business.



## Helpful things to know:

- If you know Town management has the original or a copy of a record, you can pitch your copy – you are not the custodian and need not keep it. Example: Council agendas and back-up.
- If you have an original or an only copy of a Town record, send it to the Town Clerk or Town Manager – you then are no longer the custodian.
- If you get a request/demand for Town records, notify the Town Clerk and let staff respond for you.

# Sunshine and Public Records Law

Item 8.

## *For violations of the law ...*

- **The State Attorney or a Grand Jury can be involved**
- **Criminal Penalties can include:**
  - Jail time – 1 year (for a knowing violation)
  - Fines – \$500 (for an unintentional violation)
  - Trial
  - Nasty press coverage
- **Private parties can sue**
- **Civil Penalties can include:**
  - Trial
  - Attorney's fees – yours *and* theirs
  - Nasty press coverage



# Public Records Law

Item 8.

## Questions?



January 8, 2024

Sean O'Keefe, Town Manager  
Town of Howey-in-the-Hills  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737

RE: Hillside Groves SR 19 Access Connection

Dear Sean:

This letter is a follow up to our meeting with the Florida Department of Transportation on January 3, 2024. We, along with Morgan Cates and Tom Harowski, met with several of the FDOT staff responsible for the planning, design and permitting of road improvements and access connections. The purpose of the meeting was to review the access configuration for the Hillside Groves development, and to discuss the other projects and improvements along SR 19 through the town.

Regarding Hillside Groves, they told us that the proposed three lane connection (one inbound and two outbound lanes) complies with the FDOT Design Manual. A four lane road (two inbound and two outbound lanes) with a median does not comply with their standards, and that the projected traffic volumes do not necessitate four lanes. The width restriction is primarily due to safety concerns, particularly for cyclists and pedestrians. This is a reasonable concern since the project is being designed to promote bicycle and pedestrian usage. The FDOT staff said that they were not inclined to waive the width standards because they saw this connection application as the first phase of the development. When the commercial portion of the project comes forward, the access connection will be reevaluated and repermited by FDOT. If the existing and proposed traffic volumes at that time warrant the additional inbound lane, they would approve it.

During the meeting they stated that their preferred configuration for this connection would be a roundabout. I have since reviewed the location and have determined that a roundabout could be constructed there. I have attached two exhibits for this connection. One shows the standard connection with turn lanes (as depicted in the construction plans), the other is a roundabout intersection. My opinion is that the roundabout is the best option for this access connection. The advantages of the roundabout include: It will slow down the traffic coming into town and FDOT said that we could reduce the speed limit on SR 19 from the roundabout to Florida Ave.; It will reduce the number and severity of potential crashes at the new intersection; It will improve safety for pedestrians and cyclists; It will provide a safe connection between the Pine Park trailhead and the Central Lake Trail; It will function as a gateway feature; And it will eliminate the need for a future traffic signal thus eliminating a perpetual cost to the town for operation and maintenance.

Sincerely,

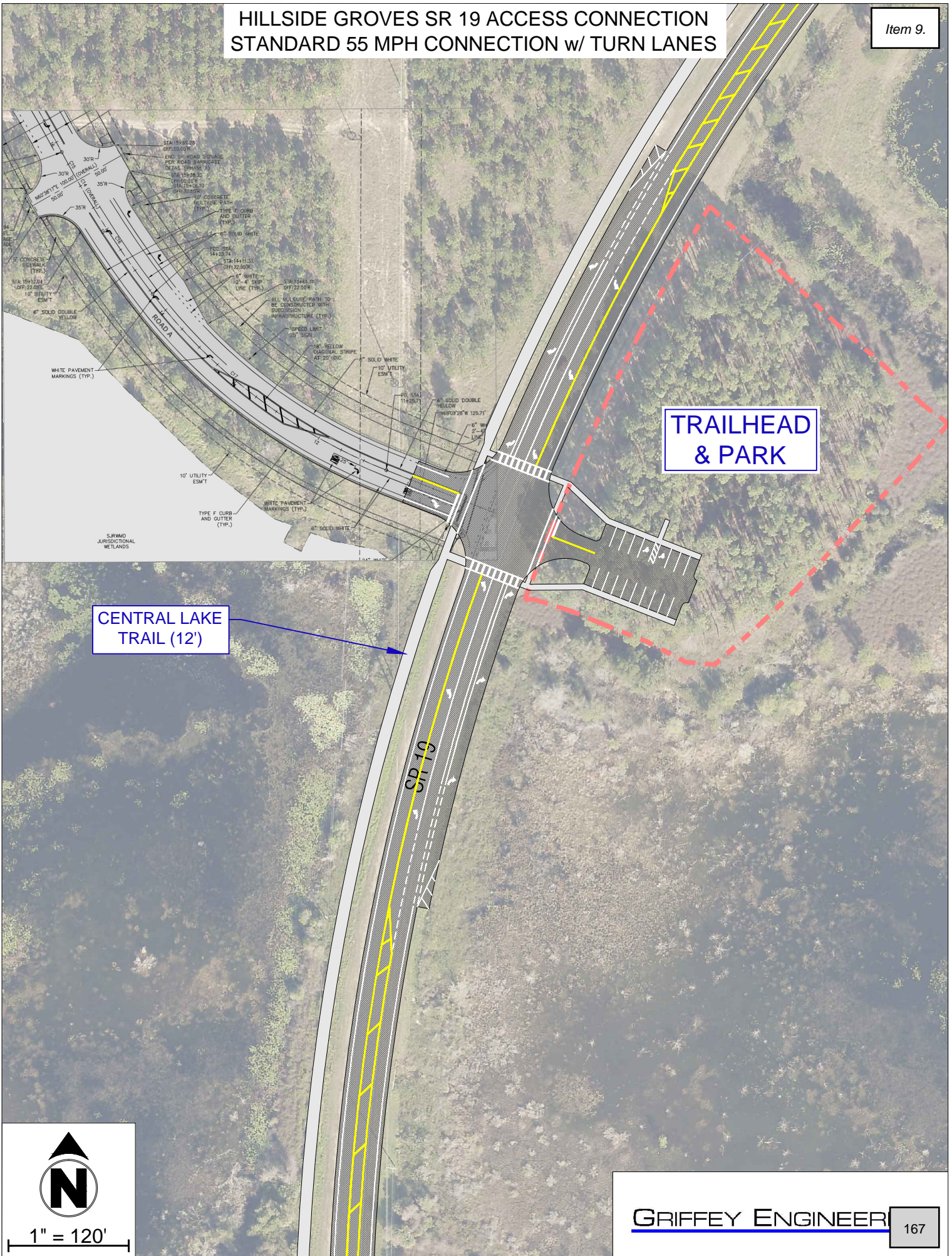


Donald A. Griffey, P.E.



HILLSIDE GROVES SR 19 ACCESS CONNECTION  
STANDARD 55 MPH CONNECTION w/ TURN LANES

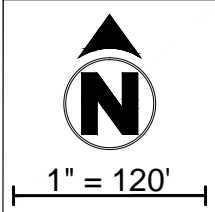
Item 9.



TRAILHEAD  
& PARK

CENTRAL LAKE  
TRAIL (12')

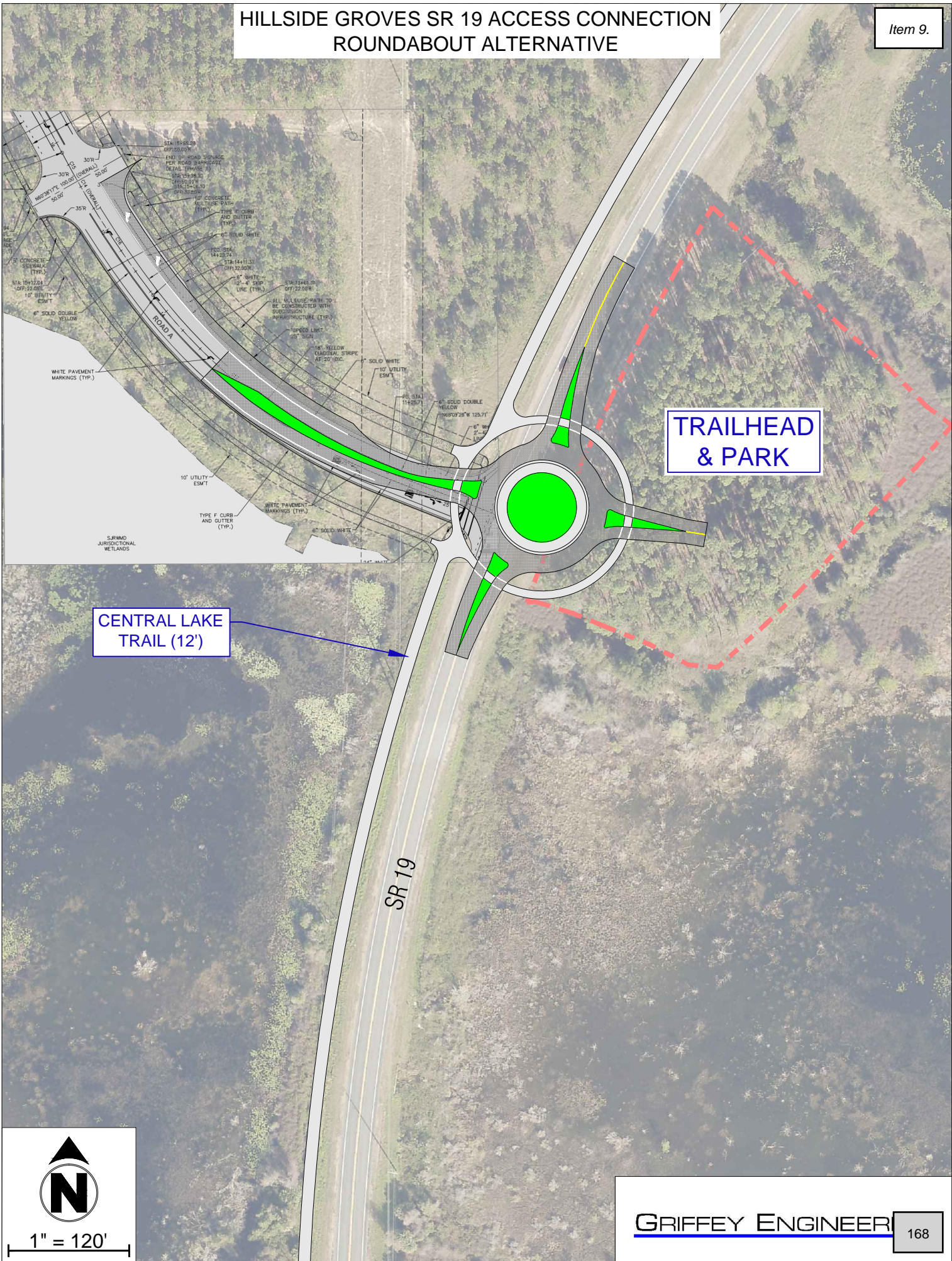
SR 19





# HILLSIDE GROVES SR 19 ACCESS CONNECTION ROUNDBOUT ALTERNATIVE


Item 9.



**TRAILHEAD  
& PARK**

**CENTRAL LAKE  
TRAIL (12')**

SR 19

  
1" = 120'





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

**MEMORANDUM**

**TO:** Howey-in-the-Hills Town Council  
**CC:** J. Brock, Town Clerk  
**FROM:** Thomas Harowski, AICP, Planning Consultant  
**SUBJECT:** CIP Annual Update 2023 -2027  
**DATE:** December 7, 2023

---

State law requires that the Town annually update its five-year capital improvements program. The most recent update to the Five-Year CIP was done last year as the FY 2023-2027 annual update. During last year’s review the Town went through an extensive review of each project included in the five-year capital program to construct the five-year plan. This work will form a solid base for updating the program this year. The Twon Manager has already initiated the process of reviewing the line-item projects so that completed projects may be removed; ongoing projects can be revised as necessary; and new projects submitted for consideration.

While the Town is “required” to update the CIP there is no sanction for failing to do so, nor is there a requirement to demonstrate that the CIP is financially feasible. However, in order to keep the Town’s comprehensive plan in compliance with State requirements, we are again proceeding with the update to the CIP based on the most recent adopted budget, and on changes that have occurred since the CIP was last updated.

The revised Table 20 assigns capital projects to one of five areas including Public Services, Police Department, Library, Community Facilities and Parks and Recreation. Table 20A summarizes the transportation projects that may figure into transportation “fair share” projects generated by new development projects. Each project is identified by title, total project cost and year or years when expenditures are anticipated. Note that the CIP Total may differ from the Total Cost for a project as some expenditures for an individual project may be projected to occur beyond the five-year window of the current CIP. In subsequent updates additional expenditures will be planned for these projects. The funding source column identifies a likely funding source or sources.

Please keep in mind that the CIP as presented is simply a plan for capital expenditures and not a specific budget. It is likely that project amounts, funding sources and timing for projects will change as circumstances dictate. Changes from the current five-year capital improvements plan reflect projects that have been completed; changes to existing projects; any new projects that have been identified; and modifications to



Major Collector “D” based on Average Annual Daily Traffic  
Minor Collector and Local “D” based on Peak Hour Directional

**Recreation and Open Space:**

6.5 acres of park space per 1,000 residents

(Note: the level of service for stormwater is a complex table included in Policy 1.2.3 but not replicated here. Stormwater management compliance is done on a site-by-site basis with the designated level of service met on site and evidenced by the Town’s approval of a subdivision plan or site plan and issuance of a permit by the St. Johns River Water Management District.)

This year the Town is engaged in its periodic review of the comprehensive plan. Concurrently with the update of the capital improvements five-year program, the goals, objectives and policies of the Capital Improvements Element will be reviewed and recommended changes, if any, noted for amendment.

TABLE 20

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

Item 10.

## 5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS

Description	Funding Source	FY 2024	FY2025	FY2026	FY2027	FY2028	Total
<b>Public Services</b>							
N. Water Treatment Plant Replacement	Various	\$ 1,000,000	\$ 3,000,000	\$ 3,000,000	\$ 500,000		\$ 7,500,000
Drilling for Well #5 & #6	Various	\$ 1,500,000					\$ 1,500,000
Water Mains - North	Water Utility Fund	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Water Mains - South	Water Utility Fund			\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
Water Master Plan	Water Utility Fund	\$ 80,000					\$ 80,000
Emergency Lift Station Generators	Grant (FDEM)	\$ 200,000					\$ 200,000
Central Avenue Streetscape	General Fund			\$ 30,000	\$ 500,000		\$ 530,000
Venezia South Second Access	General Fund			\$ 50,000			\$ 50,000
Sidewalk Improvements	General Fund	\$ 10,000	\$ 30,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 70,000
Annual stormwater improvements	Various	\$ 130,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 280,000
<i>Road Reconstruction</i>	Infrastructure	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
Install Sanitary Sewer to South	Various	\$ 510,000					\$ 510,000
Acquire Central Lake CDD	Bond Issue	\$ 500,000					\$ 500,000
Acquire Drake Pointe Water-WW	Bond Issue	\$ 5,000,000					\$ 5,000,000
<i>North Wastewater Treatment Plant</i>	Impact Fees (WW)	\$ 2,500,000					\$ 2,500,000
West Wastewater Treatment Plant (Ced	Impact Fees (WW)	\$ 2,500,000					\$ 2,500,000
Water Tower Repainting	General Fund		\$ 120,000				\$ 120,000
							<b>\$ 24,140,000</b>
<b>Library</b>							
Library Expansion	Impact Fees (Library)	\$ 100,000	\$ 800,000	\$ 100,000			\$ 1,000,000
Digitization Station	Impact Fees (Library)	\$ 5,000					\$ 5,000
Virtual Reality Station	Impact Fees (Library)	\$ 7,500					\$ 7,500
Special Collection: World Literature	Impact Fees (Library)	\$ 15,000					\$ 15,000
LEGO Wall	Impact Fees (Library)	\$ 5,000					\$ 5,000
Toy Lending Program	Impact Fees (Library)	\$ 5,000					\$ 5,000
Outdoor After-Hours Book Locker	Impact Fees (Library)	\$ 20,000					\$ 20,000
Makerspace	Impact Fees (Library)	\$ 10,500					\$ 10,500
							<b>\$ 1,068,000</b>
<b>Police Department</b>							
New police station	Grant (Unspecified)		\$ 3,000,000	\$ 1,000,000	\$ 6,000,000	\$ 6,000,000	\$ 16,000,000
							<b>\$ 16,000,000</b>
<b>Community Facilities</b>							
Design for New Town Hall	General Fund		\$ 50,000				\$ 50,000
							<b>\$ 50,000</b>
<b>Parks and Recreation</b>							
Convert landfill to park	Impact Fees (Parks)	\$75,000	\$ 200,000	\$ 725,000			\$ 1,000,000
Repair/replace finger piers	Various	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 125,000
<i>Repair/renovate Sara Maude Park</i>	Impact Fees (Parks)	\$ 200,000					\$ 200,000
Improvements to Griffin Park	Various		\$ 10,000		\$ 90,000		\$ 100,000
Neighborhood Park South End (Pine Pa	Impact Fees (Parks)	\$ 75,000	\$200,000	\$ 200,000	\$ 200,000		\$ 675,000

Grove Square Park	Impact Fees (Parks)	\$ 10,000					\$ 10,000
Community Campus - Public Safety	Impact Fees (Parks)	\$ 400,000					\$ 400,000
Lakeshore Shoreline Improvements	Grant (Unspecified)		100,000				\$ 100,000
Central Lake Bike Trail and Town Trails	Various		\$ 620,000	\$ 620,000	\$ 620,000	\$ 620,000	\$ 2,480,000
							\$ 5,090,000
Per Year		\$ 15,215,000	\$ 7,185,000	\$ 5,690,000	\$ 7,975,000		
Program Total							\$ 46,348,000

Item 10.

TABLE 20 A

TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS

Description	Funding Source	FY 2024	FY 2025	FY2026	FY2027	FY2028	CIP Total
<b>Transportation Mitigation Projects</b>							
SR 19 @ CR 48 Intersection	Fair Share		\$ 742,500				\$ 742,500
SR 19 @ Central Ave Intersection	Fair Share		\$ 742,500				\$ 742,500
Revels Rd @ SR 19 Intersection	Fair Share					\$ 742,500	\$ -
Florida Ave @ SR 19 Intersection	Fair Share			\$ 148,500			\$ 148,500
Florida Ave @ Number 2 Rd. Intersectio	Fair Share				\$ 148,500		\$ 148,500
Pedestrian Improvements	Various		\$ 20,000	\$ 20,000	\$ 20,000	\$ 40,000	\$ 60,000
Bicycle Improvements	Various			\$ 20,000	\$ 30,000	\$ 50,000	\$ 50,000
Streetscape	Various					\$ 250,000	\$ -
<b>Total</b>		\$ -	\$ 1,505,000	\$ 188,500	\$ 198,500		\$ 1,892,000

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/22/2022		Project Title: N. Water Treatment Plant Replacement					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
State Appropriations Reserves				\$ 500,000	\$ 2,000,000	\$ 1,500,000	\$ 500,000	\$ 500,000		\$ 4,500,000
<p>Description of Project (200 words or less):</p> <p>This project consist of the drilling of two wells, and the design, engineering, and construction of the North Water Treatment Plant to replace the existing aging well #3.</p> <p>Total costs were determined by research of similar projects throughout the state, as well as adjusting the cost of the Town's previous project with inflation.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Well #3 is aging out, reaching the end of its life expectinency, and also becoming costly to maintain. The current well is also located on FDOT right of way, in which the Town's lease with FDOT will run out in 2032.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan

Date: 12/22/2022		Project Title: Drilling for Well #5 & #6					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
SJRWMD Grant				\$ 100,000						\$ 100,000
FDEP Grant				\$ 1,000,000						\$ 1,000,000
Reserves				\$ 400,000						\$ 400,000
Description of Project (200 words or less):										
<p>This project consist of the drilling of two wells for North Water Treatment Plant to replace the existing aging well # 3.</p> <p>Cost was derived from the Mascotte well-drilling contract with Hausinger, which the Town is piggybacking off of. Reserves are needed to pay non-grant funded amounts.</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
<p>Well #3 is aging out, reaching the end of its life expectancy, and also becoming costly to maintain. The current well is also located on FDOT right of way, in which the Town's lease will run out in 2032.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/22/2022		Project Title: Water Mains - North					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
General Fund		1		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000
Description of Project (200 words or less):										
<p>This project consists of replacing old existing metal pipe water mains with new pvc/poly pipe or epoxy lining.</p> <p>Costs were determined by Public Works in working with vendors.</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
<p>Replacing the old metal pipe water mains with new pvc/poly pipe will help provide better water quality and lessen the amount of costly repairs.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			



**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/22/2022		Project Title: Water Mains - South					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
General Fund		1					\$ 100,000	\$ 100,000		\$ 200,000
Description of Project (200 words or less):										
<p>This project consists of replacing old existing metal pipe water mains with new pvc/poly pipe or epoxy lining.</p> <p>Costs were determined by Public Works in working with vendors.</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
<p>Replacing the old metal pipe water mains with new pvc/poly pipe will help provide better water quality and lessen the amount of costly repairs.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/22/2022		Project Title: Water Master Plan					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
General Fund		1						\$ 80,000		\$ 80,000
<p>Description of Project (200 words or less):</p> <p>This project consist of an analysis of the current water treatment plants and infrastructure, to plan for any needed capital improvements of the potable water treatment plants and infrastructure.</p> <p>Cost is based on previous project costs, adjusted for inflation.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Our current master plan was completed in 2018 and covers the projected growth for a 5 year period. As new developments have expressed interest in building in the town ISB and we have had no significant improvements made to the water treatment plants or infrastructure a new master water plan with current information is needed.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/22/2022		Project Title: Emergency Lift Station Generators					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Grants					\$ 200,000					\$ 200,000
<p>Description of Project (200 words or less):</p> <p>This project consist of installing two generators at two Town-owned lift stations.</p> <p>Costs were determined from a quote from URE (Utility Repair Experts) at \$100,000 each.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Installing emergency generators at the lift station would provide power to the lift stations during all emergency situations.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
<p>What Department Will Be Responsible For The Project?: Public Works</p>						<p>Department Point of Contact: Morgan Cates</p>				
<p>Planning &amp; Zoning Board Recommendation:</p>				<p>Town Council Approval and Date:</p>			<p>POC Phone Number: 352-805-0205</p>			
<p>Town Manager Recommendation:</p>							<p>POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a></p>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 1/16/2022		Project Title: Central Avenue Streetscape					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
General Fund							\$30,000	\$500,000		\$530,000
<p>Description of Project (200 words or less):</p> <p>As the downtown area is developed, a streetscape will be a necessary component of the redesign/revitalization process.</p> <p>Costs were based upon estimates from original project proposal.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>After a Community Redevelopment Agency is created, developing the downtown will necessitate a streetscape implementation.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number:			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan

Date: 12/22/2022		Project Title: Venezia South Second Access					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
General Fund							\$ 34,000			\$ 34,000
Description of Project (200 words or less):										
<p>This project consist of providing a second access for Venezia Subdivision by connecting Bellissimo Place to Revels Road.</p> <p>Costs were estimated by Town Engineer.</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
Connecting Bellissimo Place to Revels Road would provide a second access for Venezia homeowners, Town residents and the general public.										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/22/2022		Project Title: Sidewalk Improvements					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
General Fund		1		\$ 5,000	\$ 10,000	\$ 30,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 75,000
Description of Project (200 words or less):										
<p>This project consist of making improvements and repairs to the existing sidewalks throughout Town. This project may also consist of adding new sidewalks features to enhance existing sidewalks.</p> <p>Costs were determined by previous sidewalk improvement project costs and estimates for upcoming project costs.</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
<p>Making improvements and repairs to existing sidewalks to ensure the sidewalks throughout Town meet all current *A.D.A regulations to provide safe pedestrian traffic. *A.D.A(Americans with Disabilities Act).</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/22/2022		Project Title: Annual Stormwater Improvements					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
LCWA Grant				\$ 100,000	\$ 100,000					\$ 100,000
General Fund		1		\$ 10,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 160,000
Description of Project (200 words or less):										
<p>This project consist of improving the stormwater features and structures throughout Town and making improvements/upgrades to the direct discharge stormwater structures along N. Lakeshore Blvd and S. Lakeshore Blvd to ensure better water quality in Little Lake Harris.</p> <p>Cost was determined by the Public Works Director for small stormwater projects for a typical year. For FY23-24, this is the Town Engineer's estimated costs as required for the application to the LCWA grant to perform a water quality stormwater project along N. Lakeshore.</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
<p>Providing stormwater improvements and water quality improvements throughout the Town is one of the requirements of the Town's FDEP* Phase II MS4* NPDES* Permit. The Town has to generate annual reports to FEDP. FDEP(Florida Department of Enviromental Protection)* MS4(Municipal Separate Storm Sewer System)* NPDES(National Pollutant Discharge</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: January 8, 2023		Project Title: Sanitary Sewers Installed on S. Florida and Dixie Avenues.					Project Number: DRM02			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Grant Funds					500,000					500,000
Utility Fund Sewer Impact					10000					10,000
										0
										0
<b>Total</b>					<b>510,000</b>					<b>510,000</b>
<p><b>Description of Project (200 words or less):</b></p> <p>Using grant funds available from DEP, install gravity flow sewer mains along both South Florida and South Dixie Avenues. Connect all existing houses to new sanitary sewer lines. Suggest line be placed on west side of South Dixie and along East Side of South Florida. Connect new lines via a grinder pump and a small lift station at each side intersecting street (3 each) to the existing force main on west side of South Florida Avenue. Properly abandon all septic tanks currently installed along South Dixie and South Florida Avenues. Require all property owners with existing houses or residences to hook up. Any vacant lots must hook up to sanitary sewer system upon construction. No costs will be assessed to existing house property owners. Town Utility Fund will cover any grant matching or ineligible costs with sewer impact fees. Residents will pay standard monthly sewer charges per utility fund rate schedule in future to maintain system.</p> <p>Costs were estimated by Councilor Miles.</p>										
<p><b>Justification and Urgency for the Project (When is it required to be complete and why?):</b></p> <p>This project will use existing available grant funds to continue the Town's efforts to provide sanitary sewer service to all properties within Town Boundaries. This is in keeping with County, State, and Federal goals to keep our environment clean and healthy for all residents. Complete project by September 30, 2024.</p>										
<p><b>Is It related to other projects? If yes, list them.</b> Center Street Sanitary Sewer System.</p>										
<b>What Department Will Be Responsible For The Project?:</b> Public Works						<b>Department Point of Contact:</b> Morgan Cates				
<b>Planning &amp; Zoning Board Recommendation:</b>				<b>Town Council Approval and Date:</b>			<b>POC Phone Number:</b>			
<b>Town Manager Recommendation:</b>							<b>POC Email:</b> <a href="mailto:mcates@howey.org">mcates@howey.org</a>			



## Capital Expenditure Project Town of Howey In The Hills FY 2023-2028 Capital Project Plan

Date: January 8, 2023		Project Title: Acquire Assets of Central Lake County Community Development District					Project Number: DRM03			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Future Utility Revenue Bond Issue					500,000					500,000
<b>Total</b>					500,000					500,000
<p>Description of Project (200 words or less): Sanitary Sewer Services are currently provided to a portion of the Town of Howey In The Hills and a portion of unincorporated Lake County by the Central Lake County Community Development District (CDD) which was established by Lake County Ordinance 2001-75 on May 11, 2001 in accordance with Chapter 190, Florida Statutes. All of the CDD Water and Sewer Service areas are located within the Town of Howey In The Hills Water and Sewer Service Area as provided in Lake County Ordinance 2013-29 (as amended) . This capital project provides for the Town of Howey In The Hills to acquire the assets of the Central Lake County Community Development District by paying Lake County the value of the District's Net Assets, plus any related legal and administrative expenses. The last available audited Financial Statements of the CDD, dated September 30, 2021, place its Total Net Position at \$291,898. As these financial statements are over fifteen (15) months old, it is anticipated the value may have increased since that date. This project has therefore been estimated at \$500,000 for the Net Asset value of the District, plus administrative and legal expenses. The Town would assume all assets and liabilities of the District upon acquisition, including the remaining three and one-half year lease, and four each, ten year extensions of the lease with Sewer and Water Plant Investments, LLC (previously Packing House By-Products, Co.), both entities owned by the previous Developer of Mission Inn. Lease payments are calculated each year based on a formula detailed in the lease agreement.</p> <p>Justification and Urgency for the Project (When is it required to be complete and why?): The Town of Howey in The Hills is currently negotiating with five (or more) Developers of Land located within its Town Limits to build large numbers of residential housing units, and some number of commercial and industrial properties. These properties and additional ones that may surface in the future in the Town Of Howey In The Hills Service Area, will require water and sewer services. The Orlando-Kissimmee Metropolitan Area is expanding rapidly and is now approaching the Town of Howey In The Hills. In the next five to ten years the population of the Town of Howey In The Hills is expected to explode into a much larger Town. If the Town is to develop properly in agreement with interests of the existing Town residents, it is imperative that the Town must control the water and sewer services in its service area. The Town currently operates its own water services and some retail wastewater collection services. This acquisition, in cooperation with Lake County, will allow the Town on a cost effective basis, to operate wholesale wastewater collection and treatment services. Together with the acquisition and expansion of the Drake Point water and wastewater plants approved by Lake County within the Town of Howey Water and Wastewater Service Area, the Town of Howey in the Hills will be able to serve customers within its service area.</p>										
Is It related to other projects? If yes, list them. Drake Point Water and Wastewater Treatment Plants Acquisition										
What Department Will Be Responsible For The Project?: Public Works and Finance							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:					Town Council Approval and Date:			POC Phone Number:		
Town Manager Recommendation:								POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>		

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: January 8, 2023		Project Title: Aquire and Expand Drake Point Water & WW Plants					Project Number: DRM04			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Future Utility Revenue Bond Issue					5,000,000					5,000,000
<b>Total</b>					5,000,000					5,000,000
<p>Description of Project (200 words or less): In the Summer of 2022, Lake County approved the Drake Point PUD Development within the Howey In The Hills Water and Wastewater Service Area. The Developer plans on building water and wastewater plants to serve this rapidly developing portion of Lake County. Approximately 600 new homes will be built on this tract in Yalaha, a portion of unincorporated Lake County. The City of Leesburg has already approved a development (Whispering Hills) that will abut on the northern boundary of the Town of Howey In The Hills Water and Wastewater Service Area. Over 2,100 houses are planned in this area along Number 2 Road. The area surrounding Howey In The Hills, and the Town itself are exploding with growth as the Orlando-Kissimmee metropolitan area continues to expand. It is imperative that the Town of Howey In The Hills, develop and provide adequate water and wastewater services to these newly developing areas, if the residents of the Town are to have a say in the manner in which the area develops. The development is coming, as Drake Point demonstrates, whether Town residents like it or not. This project provides for the development of the required water and wastewater services in the Northeast Quadrant of the Town of Howey In The Hills Service Area. Collectively, with the project to acquire and operate the Water and Wastewater Services currently delivered by the Central Lake County Community Development District, and the Two New Water Well Drillings approved this past Fall by the Town Council, the Town will effectively be in both the water and wastewater delivery business in its service area.</p>										
<p>Costs were estimated by Councilor Miles.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?): The Town of Howey in the Hills needs to acquire and operate all public water and wastewater treatment facilities within its Water and Wastewater Service Area in order to be able to responsibly manage the development of its community and surrounding areas. This project will be bonded by September 30, 2024, and construction completed on expanded plants by September 30, 2025 to serve its customers.</p>										
<p>Is It related to other projects? If yes, list them. Acquisition of Central Lake County CDD Water and Wastewater facilities. ; Construction of Two New Water Wells</p>										
<p>What Department Will Be Responsible For The Project?: Public Works and Finance</p>							<p>Department Point of Contact: Morgan Cates</p>			
<p>Planning &amp; Zoning Board Recommendation:</p>				<p>Town Council Approval and Date:</p>			<p>POC Phone Number:</p>			
<p>Town Manager Recommendation:</p>							<p>POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a></p>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 1/16/2022		Project Title: West Wastewater Treatment Plant					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Impact Fees					2,500,000					\$2,500,000
<p>Description of Project (200 words or less):</p> <p>Cedar Creek (Blue Sky Development) on Number Two Road has proposed the construction of a wastewater treatment plant on their site, to serve the development and the surrounding area.</p> <p>Costs were based upon estimates by developer.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>This wastewater plant is proposed to serve the western and central areas of Howey-in-the-Hills, being closely located to the Mission Rise/Reserve areas, also on Number Two Road.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number:			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project**  
**Town of Howey In The Hills**  
**FY 2023-2028 Capital Project Plan**

Date:		Project Title:					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
County Impact Fees	Library Expansion	8		100,000.00	800,000.00	100000				1,000,000.00
<p>Description of Project (200 words or less):                  Due to the projected growth coming to the Howey area; we will need to increase the size of the building to accommodate this increase.</p> <p>Costs were set by the annual request limit; the last project was more than \$1,000,000.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):                  Available resources for local residents.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?:     Library						Department Point of Contact Tara Hall				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:		POC Phone Number:     352.324.0254				
Town Manager Recommendation:						POC Email: <a href="mailto:thall@howey.org">thall@howey.org</a>				

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/29/2022		Project Title: Digitalization Station					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
County Impact Fees	Digitalization Station	1		5,000.00						5,000.00
<p>Description of Project (200 words or less): A video to digital converter with accessories which would include flash drives and SD cards.</p> <p>Costs were determined by researching similar projects at other libraries.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>In this digital age, by offering this service at our library, we will have outreach to patrons who might not otherwise visit our library. The cost can be prohibitive for many. This service would provide the community with a more economical, local, and easier accessibility for their digital needs.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Library						Department Point of Contact Tara Hall				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:		POC Phone Number:		352.324.0254		
Town Manager Recommendation:						POC Email:		<a href="mailto:thall@howey.org">thall@howey.org</a>		

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/29/2022		Project Title: Virtual Reality Station					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
County Impact Fees	Virtual Reality Station			7,500.00						7,500.00
<p>Description of Project (200 words or less):                  "Meta Quest Pro" virtual goggles and accessories such as headset, contollers and stylus tips, charging dock, protective cover, partial light blockers, wrist straps, and charging cables and adaptor.</p> <p>Costs were determined by research of similar projects and sole vendors quotes</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):                  Available resources for local residents.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Library						Department Point of Contact Tara Hall				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:		POC Phone Number: 352.324.0254				
Town Manager Recommendation:						POC Email: <a href="mailto:thall@howey.org">thall@howey.org</a>				

**Capital Expenditure Project**  
**Town of Howey In The Hills**  
**FY 2023-2028 Capital Project Plan**

Date: 12/29/2022		Project Title: Special Collection - World Literature					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
County Impact Fees	Special Collection World Literature			15,000.00						15,000.00
<p>Description of Project (200 words or less):                  "Works of literature that have been created, distributed, and circulated beyond their country of origin." It has to speak to people of more than one nationality.</p> <p>Costs were set as an upper-limit of impact fee requests of this category/type.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):                  Available resources for local residents.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Library						Department Point of Contact Tara Hall				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352.324.0254			
Town Manager Recommendation:							POC Email: <a href="mailto:thall@howey.org">thall@howey.org</a>			

**Capital Expenditure Project**  
**Town of Howey In The Hills**  
**FY 2023-2028 Capital Project Plan**

Date: 12/29/2022		Project Title: LEGO Wall						Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
County Impact Fees	LEGO wall			5,000.00						5,000.00
<p>Description of Project (200 words or less):                  A wall for kids to build LEGO projects.</p> <p>Costs were determined by researching similar projects at other libraries.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):                  Available resources for local residents.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Library						Department Point of Contact Tara Hall				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352.324.0254			
Town Manager Recommendation:							POC Email: <a href="mailto:thall@howey.org">thall@howey.org</a>			



**Capital Expenditure Project**  
**Town of Howey In The Hills**  
**FY 2023-2028 Capital Project Plan**

Date: 12/29/2022		Project Title: Toy Lending Program						Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
County Impact Fees	Toy Lending Program			5,000.00						6,000.00
<p>Description of Project (200 words or less): Specifically "American Girls" dolls and accessories.</p> <p>Costs were determined by sole vendor catalogue and comparing to similar library projects.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?): Available resources for local residents.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Library						Department Point of Contact Tara Hall				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352.324.0254			
Town Manager Recommendation:							POC Email: <a href="mailto:thall@howey.org">thall@howey.org</a>			

**Capital Expenditure Project**  
**Town of Howey In The Hills**  
**FY 2023-2028 Capital Project Plan**

Date: 12/29/2022		Project Title: Outdoor After-Hours Book Locker					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
County Impact Fees				20,000.00						20,000.00
<p>Description of Project (200 words or less):                  After hours lockboxes for patrons to pick up books they have on hold.</p> <p>Costs were determined by vendor quote.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):                  Available resources for local residents.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Library						Department Point of Contact Tara Hall				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352.324.0254			
Town Manager Recommendation:							POC Email: <a href="mailto:thall@howey.org">thall@howey.org</a>			

**Capital Expenditure Project**  
**Town of Howey In The Hills**  
**FY 2023-2028 Capital Project Plan**

Date: 12/29/2022		Project Title: Makerspace					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
County Impact Fees					10,500.00					10,500.00
<p>Description of Project (200 words or less):                  Cricut Maker and accessories. Sewing machine and accessories. Film making equipment.</p> <p>Costs were determined by researching vendors and similar projects at other libraries.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):                  Available resources for local residents.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Library						Department Point of Contact Tara Hall				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352.324.0254			
Town Manager Recommendation:							POC Email: <a href="mailto:thall@howey.org">thall@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: December 22, 2022		Project Title: New Public Safety Complex						Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Grants (Unspecified)						\$2,000,000.00	\$3,000,000.00	\$1,500,000.00	\$500,000.00	\$7,000,000.00
<p>Description of Project (200 words or less):</p> <p>Create a concept design of a public safety building and build a new police headquarters. The building must meet all safety, hardening concepts, and all current security requirements. The area needs to provide adequate parking for visitors &amp; staff. The location should include any future growth for the facility as well.</p> <p>Costs were determined by consultant.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>We are currently operating out of approximately 1500 square feet now. The architect said we should be at a minimum of 15,000 square feet to meet the current demand of todays world. As we grow, we are quickly running out of room and parking. The facility should be evaluated for a growth period of 20 years. The building is long over due for todays standards. When funding is available, the design will take around 1 year to design and agree on a design. the second year will be bidding the project and selecting a contractor that specializes in law enforcement facility construction, like Ajax Construction. The 2 to 3 remaining years will be site preparation and building and inspecting the facility as its built. I would suggest a construction manager be hired to over see this function. Specialty sub contractors should be used to coordinate IT, building security and controlled access entry/exit points. It's my belief this project will take up to 5 years from design to finish. The estimated budget is 8 to 10 million. This does not include any furniture, IT equipment, etc.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?:						Police & Building services for permits			Department Point of Contact: Rick Thomas	
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-324-2030			
Town Manager Recommendation:							POC Email: <a href="mailto:rthomas@howey.org">rthomas@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 1/16/2022		Project Title: Design for New Town Hall					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
General Fund					\$50,000					\$50,000
<p>Description of Project (200 words or less):</p> <p>With the growth of the Town, a larger, newer Town Hall will be necessary. The selection of the site and the design of the building will be the preliminary steps.</p> <p>Costs were estimated by Town Engineer.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>As Town Hall is currently housed in an old, repurposed house, there has been a need for a larger, newer structure to accommodate staff operations on a daily basis and to accommodate attendance at public meetings.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Administration/Facilities						Department Point of Contact Sean O'Keefe				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number:			
Town Manager Recommendation:							POC Email: <a href="mailto:sokeefe@howey.org">sokeefe@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan

Date: 12/22/2022		Project Title: Convert Landfill to Park					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Impact Fees		140			\$ 75,000	\$ 200,000	\$ 725,000			\$ 1,000,000
Description of Project (200 words or less):										
<p>This project consist of repurposing the landfill for recreational purposes.</p> <p>Costs were based on estimate from Town Engineer.</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
<p>Redesigning the landfill will turn an unused parcel into a Town asset as a recreational space, taking advantage of its high elevation.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan

Date: 12/22/2022		Project Title: Repair/Replace Finger Piers					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
General Fund				\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 60,000
FWC Grant				\$ 50,000						\$ 50,000
Description of Project (200 words or less):										
<p>This project consist of the repair or replace of exisiting finger piers that are located along North and South Lakeshore Blvd.</p> <p>Costs were determined by vendor estimates.</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
<p>To repair or replace existing finger piers to provide a safe location for Town residents and the general public to fish on Little Lake Harris.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/22/2022		Project Title: Repair/Renovate Sara Maude park					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Impact Fees				\$ 100,000	\$ 100,000		\$ 100,000			\$ 300,000
Description of Project (200 words or less):										
<p>This project consist of renovating the existing parking area at the park entrance along S. Lakeshore Blvd to allow for additional parking. This project may also consist of making repairs or renovations to the existing boardwalk.</p> <p>Costs were estimated</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
<p>Currently there is not adequate parking at the park entrance along S. Lakeshore Blvd. Also, currently the park is closed due to the damages substained to the boardwalk during Hurricane Ian.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			



**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/22/2022		Project Title: Improvements to Griffin Park					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Impact Fees		140					\$ 45,000			\$ 45,000
Grants							\$ 45,000			\$ 45,000
General Fund		1			\$ 10,000					\$ 10,000
Description of Project (200 words or less):										
<p>This project consist of adding additional recreational amenities to Griffin Park.</p> <p>Costs were as received from playground equipment vendors.</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
<p>Adding additional recreational amenities to Griffin Park will create a better experience for Town residents and the general public.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/22/2022		Project Title: Neighborhood Park South End (Pine Park)					Project Number:				
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals	
Impact Fees		140		\$ 35,000	\$ 42,000	\$ 38,000				\$ 115,000	
<p>Description of Project (200 words or less):</p> <p>This project consist of adding amenities to Pine Park (Venezia South Park). In FY 2022-23 it is proposed to add a driveway and or a parking area for Public Access. Both a bicycle trailhead and pickleball courts have been proposed uses for the area, per the Parks &amp; Recreation Board.</p> <p>Costs were estimated by Town Engineer.</p>											
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Adding amenities to Pine Park is necessary to solidify the deal the Town made with the Venezia HOA for ownership of the property.</p>											
<p>Is It related to other projects? If yes, list them.</p>											
What Department Will Be Responsible For The Project?:					Public Works		Department Point of Contact:				Morgan Cates
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number:		352-805-0205		
Town Manager Recommendation:							POC Email:		<a href="mailto:mcates@howey.org">mcates@howey.org</a>		

Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan

Date: 12/22/2022		Project Title: Grove Square Park					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Impact Fees		140		\$ 10,000						\$ 10,000
Description of Project (200 words or less):										
<p>This project consist of having a landscape engineer create a design for the property.</p> <p>Costs were based on estimate from consultant hourly rates.</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
<p>Redesigning Grove Square is intended to allow for a business incubation area for small businesses, as well as a park-type area for residents to congregate.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 1/16/2022		Project Title: Community Campus near Public Safety		Project Number:						
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Impact Fees					\$300,000	\$300,000	\$250,000			\$850,000
<p>Description of Project (200 words or less):</p> <p>Near the Town-owned nine acres on Number Two Road, there is the possibility of developing a greater campus. This would include the potential acquisition of nearby wetlands and another parcel (approximately ten acres).</p> <p>Costs for the first year were determined by just value of the land expansion.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Increasing space for Town facilities will become a greater need as the Town grows.</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?:				Public Works			Department Point of Contact Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number:			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 12/22/2022		Project Title: Lakeshore Shoreline Improvements					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Grants (Unspecified)						\$ 100,000				\$ 100,000
<p>Description of Project (200 words or less):</p> <p>This project consist of Little Lake Harris shoreline improvements to include; shoreline restoration and kayak launches.</p> <p>Costs were determined from similar projects funded by the same grant.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p>										
<p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY 2023-2028 Capital Project Plan**

Date: 1/16/2022		Project Title: Central Lake Bike Trail and Town Trails					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY 2022-23	FY 2023-24	FY2024-25	FY 2025-26	FY2026-27	FY 2027-28	Project Totals
Impact Fees					\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$350,000
Grants (Unspecified)					\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$2,750,000
Description of Project (200 words or less):										
<p>There are numerous bike trails being proposed and built throughout Central Florida. Due to its location, Howey-in-the-Hills is in a position to connect into these proposed and current bike trails.</p> <p>Costs were determined by the Town Planner and Town Engineer.</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
<p>There are ongoing, concurrent bike trail projects that are being sponsored at the state, county, and municipal level. Any bike trail proposal needs to be placed in the larger picture of the latest bike trail plans.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number:			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			



## MEMO

To: Town Council

CC:

From: John Brock, Town Clerk

RE: December 2023 Month-End Town Hall Report

Date: 01/05/2024

### Utility Billing:

#### Top Utility Bill Bad Debt for December 2023

account	last_payment_amount	last_payment_date	comments	current_charges	past_due_amount	service_address
1272-00	27.07	10/19/2023	Disconnected due to non payment. Water meter will remain locked. Possible lien. Resident agrees water was used.	136.00	1177.84	489 AVILA PL - IRRIGATION
0239-00	100.00	12/27/23	Disconnected due to non payment. Water meter is locked. Resident not living in home, family paying as able.	55.99	373.27	607 N LAKESHORE BLVD
0463-00	149.88	07/24/2023	Disconnected due to non payment. Water meter is locked since October.	90.11	370.07	201 S MARE AVE
0285-00	310.31	08/02/23	Disconnect due to non payment. Water meter is locked.	55.99	221.02	504 E MISSION LANE
0495-00	273.37	07/06/23	Disconnected due to non payment. Water meter is locked. No payments since 7/23.	133.84	177.76	202 CAMINO REAL BLVD
01245-00	392.84	10/31/23	Disconnected due to non payment. Water meter is locked.	176.50	175.35	464 AVILA PL - POTABLE
1246-00	171.36	10/31/23	Disconnected due to non payment. Water meter is locked.	68.83	110.39	464 AVILA PL - IRRIGATION
0533-00	239.88	10/31/23	Disconnected due to non payment. Water meter is locked. House is empty.	130.50	127.15	600 E REVELS ROAD

**Building Permits:**

<b>PERMITS Q1</b>	<b>OCT 23</b>	<b>NOV 23</b>	<b>DEC 23</b>	<b>TOTAL</b>
Talichet - SFR	1	0	0	<b>1</b>
Venezia TH SFR	10	6	0	<b>16</b>
Independent - SFR	0	0	0	<b>0</b>
Bldg Com. (Sign)	0	0	0	<b>0</b>
Building	1	2	0	<b>3</b>
Doors	0	0	0	<b>0</b>
Electrical	1	0	1	<b>2</b>
Fence	2	1	2	<b>5</b>
Gas	0	0	1	<b>1</b>
HVAC / Mechanical	2	1	0	<b>3</b>
Plumbing	1	0	0	<b>1</b>
Pool/Decks	0	0	2	<b>2</b>
Re-Roof	6	5	2	<b>13</b>
Screen Enclosure	1	0	0	<b>1</b>
Sheds	0	0	1	<b>1</b>
Solar	0	5	1	<b>6</b>
Windows	2	0	0	<b>2</b>
<b>Monthly Totals</b>	<b>27</b>	<b>20</b>	<b>10</b>	<b>57</b>
<i>Monthly Permit Amount</i>	<i>\$149,802.00</i>	<i>\$83,585.30</i>	<i>\$4,032.72</i>	<i><b>\$237,420.02</b></i>
CO: Talichet - SFR	1	3	1	<b>5</b>
CO: Venezia Townhome	12	6	11	<b>29</b>
CO:Independent - SFR	0	0	0	<b>0</b>



# Activity Log Event Summary (Cumulative Totals)

Howey-in-the-Hills PD  
(12/01/2023 - 12/31/2023)

<No Event Type Specified>	1	Abandoned 911	3
Alarm Activation	3	Anti-Social Behavior	34
Arrest	2	Assault & Battery	2
Assist other Agency- Back-up	3	Assist other Agency- In Progress calls	8
Assist other Agency- Medical Call	1	Assist other Agency- Other	2
Assist other Agency- Traffic	4	Attempt to Contact	3
Baker Act	2	Burglary -Business/Residence	1
Case Follow-Up	1	Citizen Assist	5
Civil Complaint-Legal Advice	9	Disabled Vehicle (DAV)	5
Disturbance	1	Golf Cart Registration	2
Harassing/Obscene Phone Calls - Business	1	Patrol	290
Patrol-Busines	21	Patrol-School	135
Property Check-Boat Ramp	31	Property Check-Business	62
Property Check-Residence	17	Property Check-Schools/Govt. Bldg.	41
Property Check-Town Property	145	Property Damage - Business	1
Public Relations	7	Reckless Driver	2
Road Hazard	2	School Threat	1
Security Check Request	3	Sex Offense	1
Sick/Injured Person	2	Suspicious Incident	4
Tag - Lost/Stolen	2	Theft - Grand/Petit	1
Traffic Control	1	Traffic Crash	3
Traffic Stop-Civil Citation	63	Traffic Stop-Criminal Citation	3
Traffic Stop-warning	56	Traffic Watch	30

**Total Number Of Events: 1,017**

# Town Council Open Monthly Case Report

12/01/2023 - 12/31/2023

Case Date	Parcel Address	Violation Type	Violation Type	Main Status	Date Closed
12/27/2023	497 BELLISSIMO PL	IRRIGATION	Water	Open	
12/21/2023	627 AVILA PL	LDC 8.05.05	Storm Water	Open	
12/19/2023	464 AVILA PL	8.05.05	Storm Water	Open	
12/15/2023	125 E PALMETTO AVE	No Permit (Fence)	Permits	Open	
12/15/2023	401 N PALM AVE	VEHICLE FOR SALE	Parking	Closed	12/27/2023
12/15/2023	568 AVILA PL	No Permit	Permits	Open	
12/14/2023	500 BELLISSIMO PL	IRRIGATION	Water	Closed	1/2/2024
12/14/2023	503 BELLISSIMO PL	IRRIGATION	Water	Closed	1/2/2024
12/14/2023	204 MESSINA PL	IRRIGATION	Water	Open	
12/14/2023	440 AVILA PL	PERMIT	Zoning Chapter 5	Open	
12/5/2023	W CENTRAL AVE	JUNK	Property Maintenance	Closed	12/5/2023

Total Records: 11

1/2/2024

# Town Council Closed Monthly Case Report

12/01/2023 - 12/31/2023

Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	401 N PALM AVE	VEHICLE FOR SALE	Parking	12/15/2023	12/27/2023
Closed	W CENTRAL AVE	JUNK	Property Maintenance	12/5/2023	12/5/2023
Closed	231 MESSINA PL	Vehicle Sales	Parking	11/7/2023	12/6/2023
Closed	1102 N HAMLIN AVE	Trailer Parking	Parking	11/7/2023	12/8/2023
Closed	600 E REVELS RD	Vehicles on Grass	Parking	10/24/2023	12/5/2023
Closed	301 TERRACOTTA TER	Irrigation	Water	10/24/2023	12/6/2023
Closed	N TEMPLE AVE		Parking	9/27/2023	12/8/2023
Closed	W CENTRAL AVE	Illicit discharge		5/4/2023	12/12/2023
Closed	244 MESSINA PL HOWEY IN THE HILLS FL 34737	required landscape		8/29/2022	12/11/2023
Closed	243 MESSINA PL HOWEY IN THE HILLS FL 34737	required landscape		8/29/2022	12/8/2023
Closed	241 MESSINA PL HOWEY IN THE HILLS FL 34737	required tree		8/11/2022	12/12/2023
Closed	126 EAST MAGNOLIA AVE HOWEY IN THE HILLS FL 34737	unpermitted fence	Permits	4/28/2022	12/1/2023

Total Records: 12

1/2/2024



# Public Works

## December 2023 – Monthly Report

Activity	Location/ Address	Notes
Road Maintenance / Potholes	Throughout Town	PW Staff filled in drop off at intersections and along road edges throughout Town. PW staff has also Patched potholes throughout Town.
Stormwater/Drainage	Lakeshore Blvd.	PW staff started the yearly stormwater inlet/outfall cleaning along Lakeshore Blvd.
Building Maintenance	Town Hall	Repaired rear Council Chamber door in Town Hall. Replaced deadbolt lock on the front door and re-keyed the front and rear doors at Town Hall
Grounds Maintenance	Library Town Hall	PW Staff installed Christmas lights around the Library. PW Staff installed Christmas lights around the Town Hall.
	Sara Maude Nature Trail	PW Staff added mulch along the Nature Trail.
Tree Trimming/Tree Removal/Stump Removal		PW Staff trimmed trees at N. Citrus Ave, Orchid Way & N. Temple intersection, Cemetery, Griffin Park, S. Lakeshore Boulevard bump-outs, and Sara Maude entrance.
Mowing/Weed Eating	Main Water Plant Well # 3 Lakeshore Blvd Cemetery Blevins Park Little Lake Harris Shoreline	Monthly Maintenance mowing, weed eating and edging. Monthly Mowing of Town Right of Way 9 Acre – Town Owned Parcel Weed Eating Little Lake Harris Shoreline
Boardwalk Repairs	Sara Maude Mason Nature Preserve	<b>Sara Maude Boardwalk still closed due to storm damage</b> (see update below)
Pre-Grade Inspections Landscape/Irrigation Inspections Sidewalk Inspections	Talichet	0 – Pre-Grade Inspection - SFR 0 – Final Lot Grading Inspection - SFR 0 – Final Landscape Inspection - SFR 0 – Sidewalk Inspection – SFR
	Talichet 2	1 – Pre-Grade Inspection – SFR 4 – Final Lot Grading Inspection 4 – Final Landscape Inspection 4 – Sidewalk Inspection
	Venezia Townhomes	6 – Pre-Grade Inspections – Town Home 6 – Final Lot Grading Inspection – Town Home 6 – Final Landscape Inspection – Town Home 6 – Sidewalk Inspection – Town Home
	In Field Lots	0 – Final Lot Grading Inspection

Lot Grading Plan Reviews  
Landscape/Irrigation Plan  
Reviews

Talichet Phase 2  
Venezia Town Homes

0 – Lot Grading Plan/Landscape/Irrigation Review  
0 – Lot Grading Plan Reviews

Item 14.

### Additional Notes/Updates:

- **Sara Maude Mason Nature Preserve nature trail is open to the public:**
  - The boardwalk will stay closed. (Unsafe for pedestrian traffic)
  - Town Staff is working with FEMA Funding of reimbursement on the cost for repairs to the boardwalk.
  - The Public Works Director has completed the RFP for the Reconstruction of the Sara Maude Mason Boardwalk and submitted it to the Town Manager for review.
  
- **Pine Park Update:**
  - The Town engineer is designing a plan for Pine Park, Public Works is working with FDOT on a driveway permit for Pine Park.
  - The Town engineer has designed a concept plan of Pine Park with amenities that include a driveway, parking area with handicap spaces, pickle ball courts, restrooms, pavilions, playgrounds, bike trail and trails connecting to Venezia HOA property for Venezia resident access.
  
- **LCWA Stormwater Grant Update:**
  - The Public Works is working with SJRWMD for any permitting required for the project.
  - The Public Works Director is in contact with LCWA for all grant reports and requirements.
  - The Town Engineer is having the Project Site surveyed to determine the high-water line, wetland delineation, and designing a project plan to submit to SJRWMD for permitting.
  
- **FDEM Lift Station #1 and Lift Station #2 Bypass Pump Grant Update:**
  - The Public Works Director is working with FDEM on both grant applications during the grant review process.
  - The Public Works Director is in contact with FDEM staff to provide additional documents and information needed during the review process.



## Public Utilities

### December 2023– Monthly Report

Activity	Location/ Address	Notes
Locates	Throughout Town	38 utility locates
Service Orders	Throughout Town	22 service orders
Repairs	Throughout town	Repair to sewer line in Townhome section of Venezia for blocked line.
Maintenance	WTP 1	Pressure washed pipe to prep for new paint



**Library Director's Report  
Marianne Beck Memorial Library  
For the Month of December 2023**

**Statistics for December 2023**

County Statistics were not available at the time of this report.

**Lake County Library System Update:**

County will be sending three mass emails to new cardholders during the month of January. The first will deliver basic library information about individual libraries, the second will introduce patrons to the new platform of Cloudlibrary that the County will be implementing with the next two months, to replace Overdrive and Libby (ebooks). The third email will update patrons on digital platforms that are available through the LCLS website.

The deadline for the impact fee grant application has been pushed to April 1<sup>st</sup> this year. I will be submitting an application for an architectural study for an addition to the library.

**Funds collected for December:**

**Copies/Fax: \$82.00 Fines: \$87.95 Total: \$180.05**

**Activities during the month of December:**

The library once again, is experiencing trouble with the restroom in the main library. The "guts" will need to be replaced. Public Works has been informed of this issue.

Due to the Christmas Holidays, December was a quiet month in programming.

Friday night of the Christmas festival went very well. Residents told us they enjoyed the choir, crafts, bake goods silent auction and of course the Christmas tree lighting. I believe it was the best turn out we have. Adding the refreshments and inside entertainment was a great addition.

Respectively Submitted,

Tara Hall, Library Director

**HOWEY-IN-THE-HILLS  
REVENUES V.S. EXPENDITURES  
December 31, 2023**

<u>REVENUES</u>	<u>RECEIVED</u> <u>CURRENT MON.</u>	<u>RECEIVED</u> <u>YEAR-TO-DATE</u>	<u>ESTIMATED</u> <u>REVENUE</u>	<u>REVENUE</u> <u>TO BE RECEIVED</u>	<u>PERCENT</u> <u>RECEIVED</u>
001 GENERAL FUND	\$ 30,250.39	\$ 278,899.93	\$ 2,555,938.00	\$ 2,277,038.07	11%
120 POLICE ADV TRAINING	\$ 149.39	\$ 529.46	\$ 3,000.00	\$ 2,470.54	18%
130 TREE FUND	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0%
140 WATER IMPACT FEES*	\$ -	\$ 53,563.94	\$ 1,162,653.00	\$ 1,109,089.06	5%
141 PARK IMPACT FEES*	\$ -	\$ 16,983.69	\$ 738,000.00	\$ 721,016.31	2%
142 POLICE IMPACT FEES*	\$ -	\$ 18,091.29	\$ 738,000.00	\$ 719,908.71	2%
143 ROAD IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
144 WASTEWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
145 STORMWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
150 INFRASTRUCTURE FUND	\$ 950.70	\$ 47,653.44	\$ 273,355.00	\$ 225,701.56	17%
155 BUILDING FUND	\$ 12,058.03	\$ 138,649.06	\$ 679,565.00	\$ 540,915.94	20%
401 WATER/SANITATION FUND	\$ 124,468.90	\$ 419,642.44	\$ 6,943,736.00	\$ 6,524,093.56	6%
651 POLICE RETIREMENT	\$ -	\$ (24,728.52)	\$ 198,423.00	\$ 223,151.52	-12%
<b>TOTALS</b>	<b>\$ 167,877.41</b>	<b>\$ 949,284.73</b>	<b>\$ 13,293,673.00</b>	<b>\$ 12,344,388.27</b>	<b>7%</b>

<u>EXPENDITURES</u>	<u>COMMITTED</u> <u>CURRENT MON.</u>	<u>COMMITTED</u> <u>YEAR-TO-DATE</u>	<u>CURRENT</u> <u>APPROPRIATION</u>	<u>AVAILABLE</u> <u>APPROPRIATION</u>	<u>PERCENT</u> <u>COMM.</u>
001 GENERAL FUND	\$ 168,786.73	\$ 647,687.24	\$ 2,555,938.00	\$ 1,908,250.76	25%
120 POLICE ADV TRAINING	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0%
130 TREE FUND	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0%
140 WATER IMPACT FEES*	\$ -	\$ 365,425.00	\$ 1,162,653.00	\$ 797,228.00	31%
141 PARK IMPACT FEES*	\$ -	\$ 17,975.00	\$ 738,000.00	\$ 720,025.00	2%
142 POLICE IMPACT FEES*	\$ -	\$ -	\$ 738,000.00	\$ 738,000.00	0%
143 ROAD IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
144 WASTEWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
145 STORMWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
150 INFRASTRUCTURE FUND	\$ -	\$ -	\$ 273,355.00	\$ 273,355.00	0%
155 BUILDING FUND	\$ 19,448.81	\$ 126,887.82	\$ 679,565.00	\$ 552,677.18	19%
401 WATER/SANITATION FUND	\$ 123,248.48	\$ 403,017.66	\$ 6,943,736.00	\$ 6,540,718.34	6%
651 POLICE RETIREMENT	\$ -	\$ 7,375.49	\$ 198,423.00	\$ 191,047.51	4%
<b>TOTALS</b>	<b>\$ 311,484.02</b>	<b>\$ 1,568,368.21</b>	<b>\$ 13,293,673.00</b>	<b>\$ 11,725,304.79</b>	<b>12%</b>



**HOWEY-IN-THE-HILLS  
REVENUES V.S. EXPENDITURES  
November 30, 2023**

<u>REVENUES</u>	<u>RECEIVED</u> <u>CURRENT MON.</u>	<u>RECEIVED</u> <u>YEAR-TO-DATE</u>	<u>ESTIMATED</u> <u>REVENUE</u>	<u>REVENUE</u> <u>TO BE RECEIVED</u>	<u>PERCENT</u> <u>RECEIVED</u>
001 GENERAL FUND	\$ 23,576.53	\$ 102,653.36	\$ 2,555,938.00	\$ 2,453,284.64	4%
120 POLICE ADV TRAINING	\$ 174.84	\$ 380.07	\$ 3,000.00	\$ 2,619.93	13%
130 TREE FUND	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0%
140 WATER IMPACT FEES*	\$ 18,904.92	\$ 53,563.94	\$ 1,162,653.00	\$ 1,109,089.06	5%
141 PARK IMPACT FEES*	\$ 5,949.67	\$ 16,983.69	\$ 738,000.00	\$ 721,016.31	2%
142 POLICE IMPACT FEES*	\$ 6,337.66	\$ 18,091.29	\$ 738,000.00	\$ 719,908.71	2%
143 ROAD IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
144 WASTEWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
145 STORMWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
150 INFRASTRUCTURE FUND	\$ 1,009.72	\$ 18,333.08	\$ 273,355.00	\$ 255,021.92	7%
155 BUILDING FUND	\$ 44,789.22	\$ 126,591.03	\$ 679,565.00	\$ 552,973.97	19%
401 WATER/SANITATION FUND	\$ 147,206.79	\$ 295,173.54	\$ 6,943,736.00	\$ 6,648,562.46	4%
651 POLICE RETIREMENT	\$ -	\$ 21,819.43	\$ 198,423.00	\$ 176,603.57	11%
<b>TOTALS</b>	<b>\$ 247,949.35</b>	<b>\$ 653,589.43</b>	<b>\$ 13,293,673.00</b>	<b>\$ 12,640,083.57</b>	<b>5%</b>

<u>EXPENDITURES</u>	<u>COMMITTED</u> <u>CURRENT MON.</u>	<u>COMMITTED</u> <u>YEAR-TO-DATE</u>	<u>CURRENT</u> <u>APPROPRIATION</u>	<u>AVAILABLE</u> <u>APPROPRIATION</u>	<u>PERCENT</u> <u>COMM.</u>
001 GENERAL FUND	\$ 181,098.66	\$ 445,181.03	\$ 2,555,938.00	\$ 2,110,756.97	17%
120 POLICE ADV TRAINING	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0%
130 TREE FUND	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0%
140 WATER IMPACT FEES*	\$ -	\$ 254,150.00	\$ 1,162,653.00	\$ 908,503.00	22%
141 PARK IMPACT FEES*	\$ -	\$ 17,975.00	\$ 738,000.00	\$ 720,025.00	2%
142 POLICE IMPACT FEES*	\$ -	\$ -	\$ 738,000.00	\$ 738,000.00	0%
143 ROAD IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
144 WASTEWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
145 STORMWATER IMPACT FEES*	\$ -	\$ -	\$ 1.00	\$ 1.00	0%
150 INFRASTRUCTURE FUND	\$ -	\$ -	\$ 273,355.00	\$ 273,355.00	0%
155 BUILDING FUND	\$ 25,705.32	\$ 38,595.84	\$ 679,565.00	\$ 640,969.16	6%
401 WATER/SANITATION FUND	\$ 133,204.35	\$ 263,845.75	\$ 6,943,736.00	\$ 6,679,890.25	4%
651 POLICE RETIREMENT	\$ -	\$ -	\$ 198,423.00	\$ 198,423.00	0%
<b>TOTALS</b>	<b>\$ 340,008.33</b>	<b>\$ 1,019,747.62</b>	<b>\$ 13,293,673.00</b>	<b>\$ 12,273,925.38</b>	<b>8%</b>

**HOWEY IN THE HILLS  
BANK ACTIVITY REPORT  
December 30, 2023**

	<b>ACCOUNTS</b>				<b>LOANS</b>
151200	<b>Florida Prime Account</b>				
	<b>STATE BOARD ADMINISTRATION BALANCE</b>				
	SBA FUND A	\$ 20,288.14			
	INTEREST RECEIVED (APY 0.5.563%)	\$ 94.06	5.563%		
	ENDING BALANCE	\$ 20,382.20			
101076	<b>SEACOAST #1 MONEY MARKET ACCOUNT (RESERVES)</b>				
	BEGINNING BALANCE	\$ 679,909.25			
	TRANSFERS IN (OUT)	-			
	INTEREST RECEIVED (APY 4.299%)	2,435.72	4.299%		<b>FDEP SRF LOAN (2.71%/2.12% interest)</b>
	ENDING BALANCE	\$ 682,344.97			*Payments of \$72,314.68 made bi-annually.
					Beg Balance as of 04/15/2023 \$1,211,538.79
					Principal paid 10/1/2023 <u>(\$56,676.98)</u>
					<b>End Balance as of 11/30/2023 <u>\$1,154,861.81</u></b>
101080	<b>SEACOAST #2 MONEY MARKET ACCOUNT (BISHOPS GATE)</b>				
	BEGINNING BALANCE	\$ 2,926.43			
	TRANSFERS IN (OUT)	-			
	INTEREST RECEIVED (APY 0.012%)	0.03	0.012%		
	ENDING BALANCE	\$ 2,926.46			
101005	<b>SEACOAST CHECKING ACCOUNT (Operating)</b>				
	Operating Checking BEGINNING BALANCE	\$ 2,618,098.79			
	REVENUES DEPOSITED	1,267,242.10			
	TRANSFERS IN (OUT)	-			
	EXPENDITURES CLEARED	(862,899.68)			
	ENDING BALANCE	\$ 3,022,441.21			
101160	<b>SEASIDE MONEY MARKET ACCOUNT</b>				
	BEGINNING BALANCE	\$ 353,886.04			
	TRANSFERS IN (OUT)	-			
	DORMANT CHARGE	-			
	INTEREST RECEIVED (APY 4.204%)	1,239.90	4.204%		
	ENDING BALANCE	\$ 355,125.94			
101110	<b>SEASIDE CHECKING ACCOUNT (Pay Loan)</b>				
	BEGINNING BALANCE	\$ 18,083.56			
	TRANSFERS IN (OUT)	-			
	DEPOSITED	-			
	ENDING BALANCE	\$ 18,083.56			
101120	<b>SEASIDE SRF LOAN SWEEP ACCOUNT</b>				
	BEGINNING BALANCE	\$ 2,490.97			
	TRANSFERS IN (OUT)	-			
	EXPENDITURES CLEARED	-			
	ENDING BALANCE	\$ 2,490.97			
	<b>TOTAL</b>	<b>\$ 4,103,795.31</b>			