



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

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**Join Zoom Meeting:** <https://us06web.zoom.us/j/83066564596?pwd=Wjd1Rkw3dU43bll0bnlOVEZWZldSUT09>  
**Meeting ID:** 830 6656 4596 | **Passcode:** 528638

**AGENDA**

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

**ROLL CALL**

Acknowledgement of Quorum

**AGENDA APPROVAL/REVIEW**

**CONSENT AGENDA**

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

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the June 24, 2024 Town Council Meeting.
2. The approval of the minutes and ratification and confirmation of all Town Council actions at the July 08, 2024 Town Council Meeting.
3. The approval of the minutes and ratification and confirmation of all Town Council actions at the July 22, 2024 Town Council Meeting.
4. The approval of the minutes and ratification and confirmation of all Town Council actions at the September 9, 2024 Town Council Meeting.
5. The approval of the minutes and ratification and confirmation of all Town Council actions at the September 23, 2024 Town Council Public Hearing on Final Budget and Millage Rate.
6. The approval of the minutes and ratification and confirmation of all Town Council actions at the September 23, 2024 Town Council Meeting.
7. Discussion: **Deaccession of Town Inventory**
8. Consideration and Approval: **Number Two Road Right-of-Way Dedication**

**PUBLIC HEARING**

**OLD BUSINESS**

**NEW BUSINESS**

- 9. Discussion: **Talichet Lift Station Adoption/Upgrade**
- 10. Discussion: **Proposed Central Lake CDD Agreement**

**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-STTS) and Enhanced Speech to Speech.

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

Topic: **Town Council Meeting**

Time: **Oct 25, 2021 06:00 PM Eastern Time** (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/83066564596?pwd=Wjd1Rkw3dU43bll0bnlOVEZWZldSUT09>

Meeting ID: 830 6656 4596

Passcode: 528638

Dial by your location

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

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

Meeting ID: 830 6656 4596

Passcode: 528638

Find your local number: <https://us06web.zoom.us/j/83066564596?pwd=Wjd1Rkw3dU43bll0bnlOVEZWZldSUT09>

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 Public Hearing on Final Budget and Millage Rate

September 23, 2024 at 5:05 PM  
Howey-in-the-Hills Town Hall  
101 N. Palm Ave.,  
Howey-in-the-Hills, FL 34737

### MINUTES

Mayor MacFarlane called the Town Council Public Hearing on Final Budget and Millage Rate to order at 5:08 p.m.

Mayor MacFarlane led the attendees in the Pledge of Allegiance to the Flag.

Councilor Reneé Lannamañ delivered an invocation.

### ROLL CALL

Acknowledgement of Quorum

### **MEMBERS PRESENT:**

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

### **STAFF PRESENT:**

Sean O’Keefe, Town Manager | Morgan Cates, Public Works Director | Rick Thomas, Police Chief | Tara Hall, Library Director | Oscar Ojeda, Finance Supervisor | John Brock, Town Clerk

### PUBLIC HEARING

1. Consideration and Approval: **Resolution 2024-009 - Final Millage Rate**

Mayor MacFarlane read Ordinance 2024-009 out loud by title only and the following statements:

**RESOLUTION NO. 2024-009, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA; ADOPTING A FINAL MILLAGE RATE OF 7.50 FOR THE TOWN OF HOWEY-IN-THE-HILLS, LAKE COUNTY, FLORIDA FOR AD VALOREM TAXES FOR FISCAL YEAR 2025; PROVIDING FOR AN EFFECTIVE DATE.**

- The Taxing Authority is the Town of Howey-in-the-Hills.
- The Rolled-Back Rate is 6.9645 mills.
- The percentage over the Rolled-Back Rate is 7.69%, which is the percentage increase in property taxes.
- The proposed Millage Rate to be levied is 7.50.

Mayor MacFarlane opened Public Comment for this item only.

**Tim Everline, 1012 N Lakeshore Blvd.** – Mr. Everline stated that government employees make 40% more than private employees and that he was not in favor of large increase in employee wages in the Town's proposed budget.

Mayor MacFarlane closed Public Comment for this item

Councilor Miles stated that he would like to see the Town Council lower the millage rate even if it was just a small amount.

**Motion made by Councilor Lannamañ to approve Resolution 2024-009 and the millage rate of 7.50; seconded by Mayor Pro Tem Gallelli. Motion approved by roll call vote.**

**Voting**

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

**Nay:** Councilor Miles

2. Consideration and Approval: **Resolution 2024-010 - Final Budget**

Mayor MacFarlane read Ordinance 2024-010 out loud by title only and the following statements:

**RESOLUTION NO. 2024-010, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA; ADOPTING A FINAL BUDGET FOR THE TOWN OF HOWEY-IN-THE-HILLS, LAKE COUNTY, FLORIDA FOR FISCAL YEAR 2025 AND PROVIDING AN EFFECTIVE DATE.**

- The Final Budget for the Town of Howey-in-the-Hills for Fiscal Year 2025 to be adopted by Fund Department is as follows:
  - General Fund in the amount of \$3,371,777.
  - Infrastructure fund in the amount of \$266,578.
  - Enterprise fund in the amount of \$6,812,737.
  - Police Pension Fund in the amount of \$234,145.
  - Police Advanced Training Fund in the amount of \$1,500.
  - Water Impact Fee Fund in the amount of \$15,750.
  - Parks & Rec Impact Fee Fund in the amount of \$257,100.
  - Police Impact Fee Fund in the amount of \$5,000.
  - Road Impact Fee Fund in the amount of \$1.
  - Wastewater Impact Fee Fund in the amount of \$1.
  - Stormwater Impact Fee Fund in the amount of \$1.
  - Building Services in the amount of \$106,500.
  - Tree Fund in the amount of \$1,000.
  - Total all Funds \$11,072,090.

Mayor MacFarlane opened Public Comment for this item only.

There were no public comments or questions.

Mayor MacFarlane closed Public Comment for this item.

Councilor Lehning stated that he was very upset that his pay had been budgeted into the past year's budget as he did not take a paycheck. Town Manager, Sean O'Keefe, stated that he had to budget Councilor Lehning's pay in case circumstances changed.

Councilor Miles asked why the budget changed between the first public hearing and the second public hearing.

Mr. O’Keefe stated there had been a correction to the Water Impact Fee expenditure, an adjustment for new numbers that had been received late in the budget process for the Police Pension Fund, the Public Works Director had recently identified that the Town Hall windows needed to be repaired, and that the funds for the Finger Pier Project had been brought forward. Morgan Cates, Public Works Director, stated that he had recently received a quote to repair/replace the windows for Town Hall and it was going to cost approximately \$16,000.

Councilor Miles stated that it was incorrect to change the FY 2025 budget for the Finger Pier Project funds being encumbered and brought forward. Councilor Miles stated that the Finance Supervisor should bring all encumbered funds forward with a Resolution during an October meeting.

**Motion made by Councilor Miles to approve Resolution 2024-010; 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 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.*

Councilor Lannamañ stated that she would like to see the Town Council notified if the window repairs to Town Hall costs exceed \$16,000.

**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 5:42 p.m. | **Attendees: 17**

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

ATTEST:

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



**Town Council Meeting**  
**September 23, 2024 at 6:00 PM**  
**Howey-in-the-Hills Town Hall**  
**101 N. Palm Ave.,**  
**Howey-in-the-Hills, FL 34737**

**MINUTES**

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

**ROLL CALL**

Acknowledgement of Quorum

**MEMBERS PRESENT:**

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

**STAFF PRESENT:**

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

**AGENDA APPROVAL/REVIEW**

**Motion made by Councilor Lannamañ to approve the meeting’s agenda; seconded by Mayor Pro Tem Gallelli. Motion approved unanimously by voice-vote.**

**Voting**

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

**Nay:** None

**CONSENT AGENDA**

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

1. Consideration and Approval: **Selection of Parks and Recreation Board Member**

**Motion made by Councilor Miles to approve the Consent Agenda; 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

**PUBLIC HEARING**

None

**OLD BUSINESS**

None

**NEW BUSINESS**

2. Consideration and Approval: **Town Planner Agreement**

Town Manager, Sean O’Keefe, introduced and explained this agenda item. Mr. O’Keefe stated that the Town had sent out a Request for Qualifications (RFQ 2024-01) Urban Planning Continuing Professional Services, to select firms to function as the Town Planner. Mr. O’Keefe stated that, after review, the Town staff had selected Parks Consulting Services as the primary firm and KCT Consulting Services as the secondary firm.

Mayor MacFarlane asked Parks Consulting Services to come forward and introduce themselves. Sean Parks, CEO and Principal Planner for Parks Consulting, and Lisa Busto, Project Manager for Parks Consulting, came forward and introduced themselves. Mr. Parks came forward and spoke about his background (26 years in local municipal planning) and the experience that his firm would bring to the Town. Mr. Parks stated that Parks Consulting currently serves as senior planning consultant for the Town of Montverde.

Mayor Pro Tem Gallelli asked Mr. Parks about the fact that he was currently serving as a Lake County Commissioner and if that would be a conflict of interest and if so, how he would deal with it. Mr. Parks explained that it was already determined that this was not a conflict of interest as he had already been serving as the senior planning consultant for the Town of Montverde and that the possibility of a conflict of interest had already been vetted. Mr. Parks explained that he would work with the Town of Howey-in-the-Hills as his client and represent its issues. Mr. Parks stated that, if there was ever a conflict of interest with the County, he would recuse himself from voting on that issue. Mr. Parks stated that, because of his position and experience with Lake County, it brought him a greater awareness of what was going on within the County which would assist with Town’s planning.

Councilor Miles stated that he was concerned about Mr. Parks currently sitting on the Board of County Commissioners and how he had voted against the Town’s positions twice in the past.

Councilor Miles made a motion to table this item to the 10/28/2024 Town Council Meeting and reject Parks Consulting Services; motion seconded by Mayor Pro Tem Gallelli. This motion was withdrawn.

Mayor MacFarlane asked KCT Consulting Services to come forward and introduce themselves. Kelly Turner, President of KCT Consulting Services, introduced herself. Ms. Turner explained her background, including her time working for the City of Fruitland Park.

Councilor Miles made a motion to table this item to the 10/28/2024 Town Council Meeting and to approve KCT Consulting Services as the primary planner and Pritchett Steinback Group as the secondary group; seconded by Councilor Lannamañ.

Mayor MacFarlane opened Public Comment for this item only.



**Peter Tuite, 300 E Croton Way** – Mr. Tuite stated that he believed the Town Council was about to make a bad decision, that the Town needed the experience that Sean Parks and Parks Consulting would bring to the Town.

**Tim, Everline, 1012 N. Lakeshore Blvd.** – Mr. Everline stated that he believed that the Town needed to hire the Planning firm that could offer the Town the most experience.

Mayor MacFarlane closed Public Comment for this item.

Public Services Director, Morgan Cates, stated that one of the biggest problems the Town had with the previous problems that the Town had with its previous Town Planner was a lack of communication with Lake County. Mr. Cates urged that the Town needed to work closer with Lake County and Parks Consulting Services was the better candidate.

Deputy Town Manager/Town Clerk, John Brock, stated that one of his responsibilities with the Town was managing the Planning Department and he was afraid that the Town Council was about to make a mistake with their current direction. Mr. Brock stated that Town Staff had recommended Parks Consulting Services for the local experience they brought the Town. Mr. Brock highly recommend that the Town Council reconsider their current motion and that, from his review of the packets that were submitted, he recommended Parks Consulting Services.

Councilor Miles withdrew his previous motion.

**Motion made by Councilor Miles to follow staff recommendations on Planning Consultants, to draft the agreements with Parks Consulting Services and KCT Consulting Services, and to have final approval of this item tabled to the 10/24/2024 Town Council Meeting; seconded by Councilor Lehning. Motion approved unanimously by roll call vote.**

**Voting**

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

**Nay:** None

3. Consideration and Approval: **Cedar Creek Water Agreement**

Town Attorney, Tom Wilkes, introduced and reviewed the proposed Cedar Creek Water Agreement with the Town Council

Mayor MacFarlane stated that she would like to see the agreement amended to show that the Town be paid back for the hours that Town employees have to work on getting the Cedar Creek Development for water services. The Town Council was in agreement that section 27 (pg. 17) should be amended to state that the reimbursement should also include Town staff costs.

Tim Loucks, representative for the Cedar Creek Development, spoke about the proposed agreement. Mr. Loucks explained the status of the proposed Cedar Creek Development and that they were seeking an agreement with the Town for the Town to supply the development with water. The Cedar Creek Development was located outside of the Town, within the Town's ISBA area, but not contiguous with the Town's borders. Mr. Loucks stated that the proposed agreement would have the developer pay for all the costs to hook up to the Town's water supply. In the agreement, the residents of the Cedar Creek would pay a 25% premium over the cost that a town resident would for water. Mr. Loucks also stated that, in the proposed agreement, if the Cedar Creek development ever became contiguous with the borders of the Town, the development would annex into the Town.

Mayor MacFarlane opened Public Comment for this item only.

**Peter Tuite, 300 E Croton Way** – Mr. Tuite stated that he believed that the Town was moving too fast and that he questioned the developer’s wastewater plans.

Mayor MacFarlane closed Public Comment for this item.

Deputy Town Manager/Town Clerk, John Brock, stated that he reviewed the agreement and noticed that the 10-year sunset date for the agreement was missing. It was agreed that Town Attorney would need to add this before the agreement could be signed.

**Motion made by Councilor Miles to approve the Cedar Creek Water agreement with Town staff costs being reimbursed and the 10-year sunset agreement being added to the agreement; seconded by Mayor Pro Tem Gallelli. Motion approved unanimously by roll call vote.**

**Voting**

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

**Nay:** None

4. Discussion: **Update on Asma Hearing**

Town Attorney, Tom Wilkes, gave a status update on the Asma (Lakeview Investments) Special Magistrate Hearing. Mr. Wilkes stated that Lakeview Investments has a proposal to make to the Town that they believe will settle the matter without going before the Special Magistrate, and, as such, the hearing has been cancelled to allow for the Town to review the proposal and, if it is not acceptable, the Special Magistrate Hearing will be scheduled again.

**DEPARTMENT REPORTS**

5. Town Manager

Town Manager, Sean O’Keefe, stated that the Town’s Surveyor firm George F Young Inc. would be complete their work for the Citrus Avenue construction project within the current week.

Deputy Town Manager / Town Clerk, John Brock, asked the Town Council for volunteers to work the Town Council table at the Town’s Halloween Bash scheduled for October 26. Mayor MacFarlane, Councilor Lehning, and Councilor Candidate Tim Everline volunteered to work the Town Council table.

**COUNCIL MEMBER REPORTS**

6. Mayor Pro Tem Gallelli

None

7. Councilor Lehning

None

8. Councilor Miles

Councilor Miles stated that he would not be attending the 10/14/2024 Town Council Meeting, as he would be vacationing in Europe. Councilor Miles asked about the status of the Central Lake CDD agreement. Tom Wilkes, Town Attorney, stated that was working on this and would have a report for the Town Council the next week.

9. Councilor Lannamañ

Councilor Lannamañ congratulated Officer Corman for recently being honored as Officer of Year by the South Lake Chamber of Commerce.

10. Mayor MacFarlane

Mayor MacFarlane stated that the Town was no longer a member of the South Lake Chamber of Commerce, and she thought the Town should rejoin it. Mayor MacFarlane spoke about the importance of the next mayor fostering good relationships with organizations and other public officials.

**PUBLIC COMMENTS**

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

None

**ADJOURNMENT**

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

The Meeting adjourned at 7:57 p.m. | **Attendees: 37**

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

ATTEST:

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



**Date:** October 14<sup>th</sup>, 2024  
**To:** Mayor and Town Council  
**From:** Morgan Cates, Public Services Director  
**Re:** Discussion: **Deaccession of Town Inventory**

**Objective:**

To dispose of items that are no longer useful in providing services to the Town, while allowing the items to provide some revenue to the Town.

**Summary:**

The Town has received an offer from Fields Equipment Company, Inc., to trade-in Town-owned items that are no longer needed. The deaccessioning or disposal of items requires Council approval, regardless of the value threshold.

Three (3) pieces of Public Works Department equipment have been determined by staff to be suitable for decommissioning. These pieces of equipment are:

**John Deere 60” Zero Turn Mower** – Model: Z960R – 60”; Serial Number \*\*\*\*\*0192

**John Deere – Gator Utility Vehicle** – Model: HPX Gator; Serial Number \*\*\*\*\*0082

**EXMark – 60” Zero Turn Mower** – Model: LZE751GKA60RA1; Serial Number \*\*\*\*\*4884

**Recommended Motions:**

*The Town Council has the following options:*

1. The Town Council motions to allow staff to deaccession the items.
- OR
3. Motion to Deny

**Fiscal Impact:**

Fiscal impact would be approximately \$4,000.00 in store credit for equipment to include: chainsaws, pole saws, weed eaters, blowers.

**Staff Recommendation:**

Staff recommends the deaccessioning through trade-in of the three pieces of equipment.



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**Date:** October 14, 2024  
**To:** Mayor and Town Council  
**From:** Morgan Cates, Public Services Director  
**Re:** Consideration and Approval: **Number Two Road Right-of-Way Dedication**

**Objective:**

To allow for the improvement of Number Two Road using part of the area of the Town-owned 9-acre parcel (Alternate Key #1036208).

**Summary:**

The improvement of Number Two Road has been a mandated requirement for all of the developments that connect to this road. In this case, the Hillside Groves development is responsible for improving Number Two Road from the western boundary of their development project up to Mare Avenue. This would necessitate the Town, as land-owner of a significant section of this road-adjacent area, to dedicate to Lake County the northernmost strip of land to broaden the current narrow right-of-way at that section.

**Recommended Motions:**

*The Town Council has the following options:*

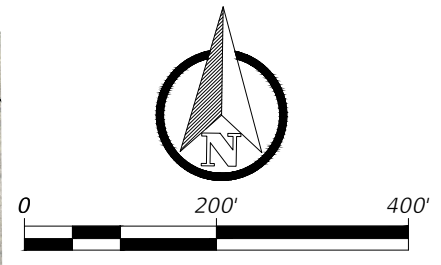
1. The Town Council motions to approve  
OR
2. The Town Council motions to approve with the following conditions  
OR
3. Motion to Deny

**Fiscal Impact:**

There is no direct fiscal impact.

**Staff Recommendation:**

Staff recommends that the Town Council approve the right-of-way dedication.



Item 8.

SIGNATURE	2/29/2024
DATE	

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**LAKE COUNTY, FL**

350 N. SINCLAIR AVE., TAVARES, FLORIDA 32778

REVISION:	DATE
R - 25	
T - 20	

SURVEYED:	N/A	DATE:	N/A
FIELD BOOK:		PAGE:	
DESIGNED:	OEN	DATE:	2/29/2024
DRAWN:	OEN	DATE:	2/29/2024
APPROVED:	FS	DATE:	2/29/2024

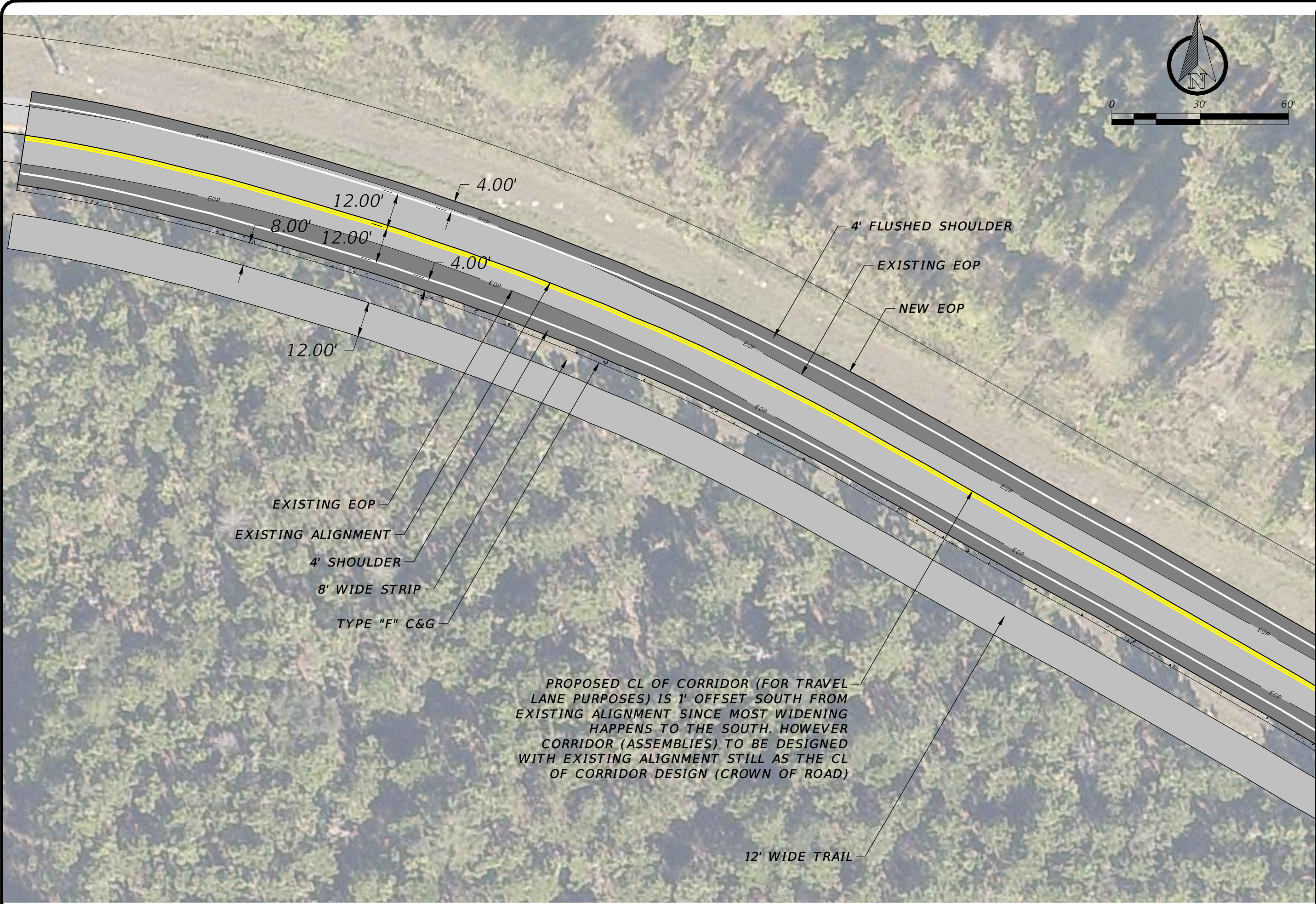
NUMBER 2 ROAD CONCEPT  
HILLSIDE GROVE  
AERIAL PHOTO

**DRAFT FOR REVIEW ONLY**

JOB NO.:  
###

SHEET:  
**EX1** 14

S:\Visionary Maps\CONCEPT MAPS AND PLANS\Number 2 Road at Hillside Grove\Number 2 Road at Hillside Grove.dwg  
 PLOTTED BY: Nunez, Osvaldo 2/29/2024 3:49 PM

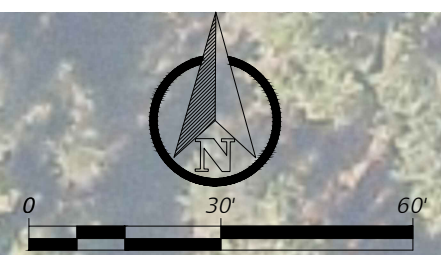


EXISTING EOP  
 EXISTING ALIGNMENT  
 4' SHOULDER  
 8' WIDE STRIP  
 TYPE "F" C&G

PROPOSED CL OF CORRIDOR (FOR TRAVEL LANE PURPOSES) IS 1' OFFSET SOUTH FROM EXISTING ALIGNMENT SINCE MOST WIDENING HAPPENS TO THE SOUTH. HOWEVER CORRIDOR (ASSEMBLIES) TO BE DESIGNED WITH EXISTING ALIGNMENT STILL AS THE CL OF CORRIDOR DESIGN (CROWN OF ROAD)

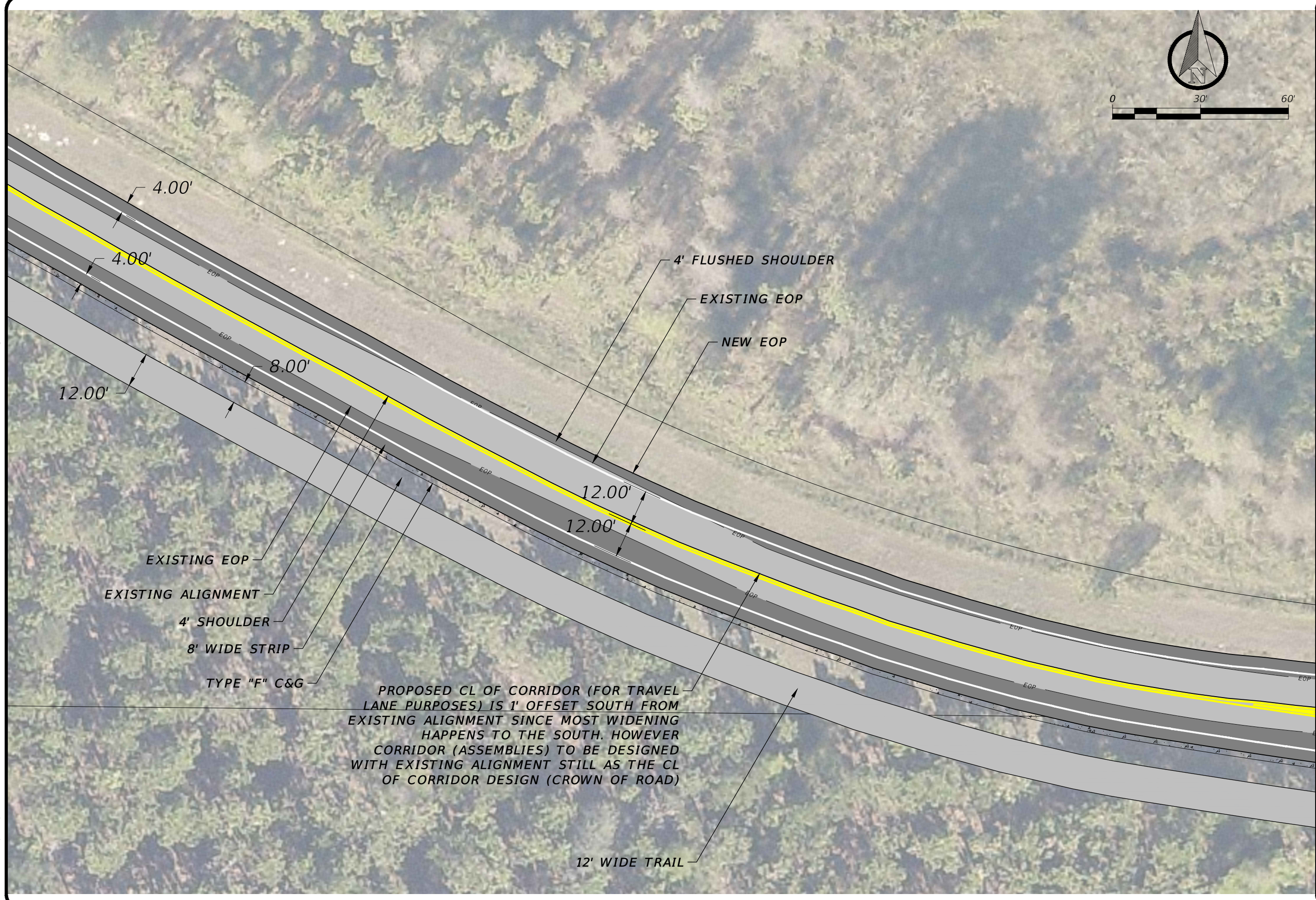
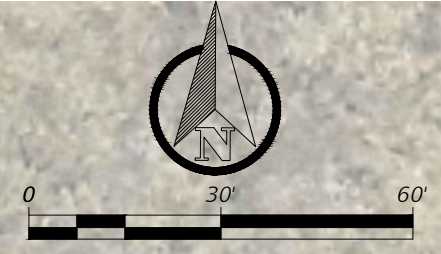
12' WIDE TRAIL

4' FLUSHED SHOULDER  
 EXISTING EOP  
 NEW EOP



Item 8.			
SIGNATURE 2/29/2024	DATE 2/29/2024		
DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION  LAKE COUNTY, FL 350 N. SINCLAIR AVE., TAVARES, FLORIDA 32778			
REVISION:	DATE	R. - 25	
S. -26&35	T. -20		
SURVEYED: N/A	DATE: N/A		
FIELD BOOK:	PAGE:		
DESIGNED: OEN	DATE: 2/29/2024		
DRAWN: OEN	DATE: 2/29/2024		
APPROVED: FS	DATE: 2/29/2024		
NUMBER 2 ROAD CONCEPT HILLSIDE GROVE PLAN VIEW DRAFT FOR REVIEW ONLY			
JOB NO.:		###	
SHEET:		EX2 15	

S:\Visionary Maps\CONCEPT MAPS AND PLANS\Number 2 Road at Hillside Grove\Number 2 Road at Hillside Grove.dwg  
 PLOTTED BY: Nunez, Osvaldo 2/29/2024 3:50 PM

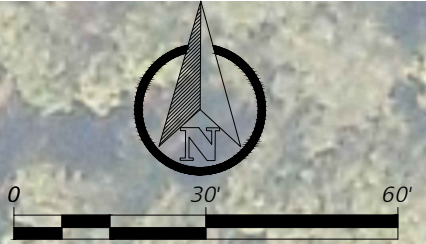
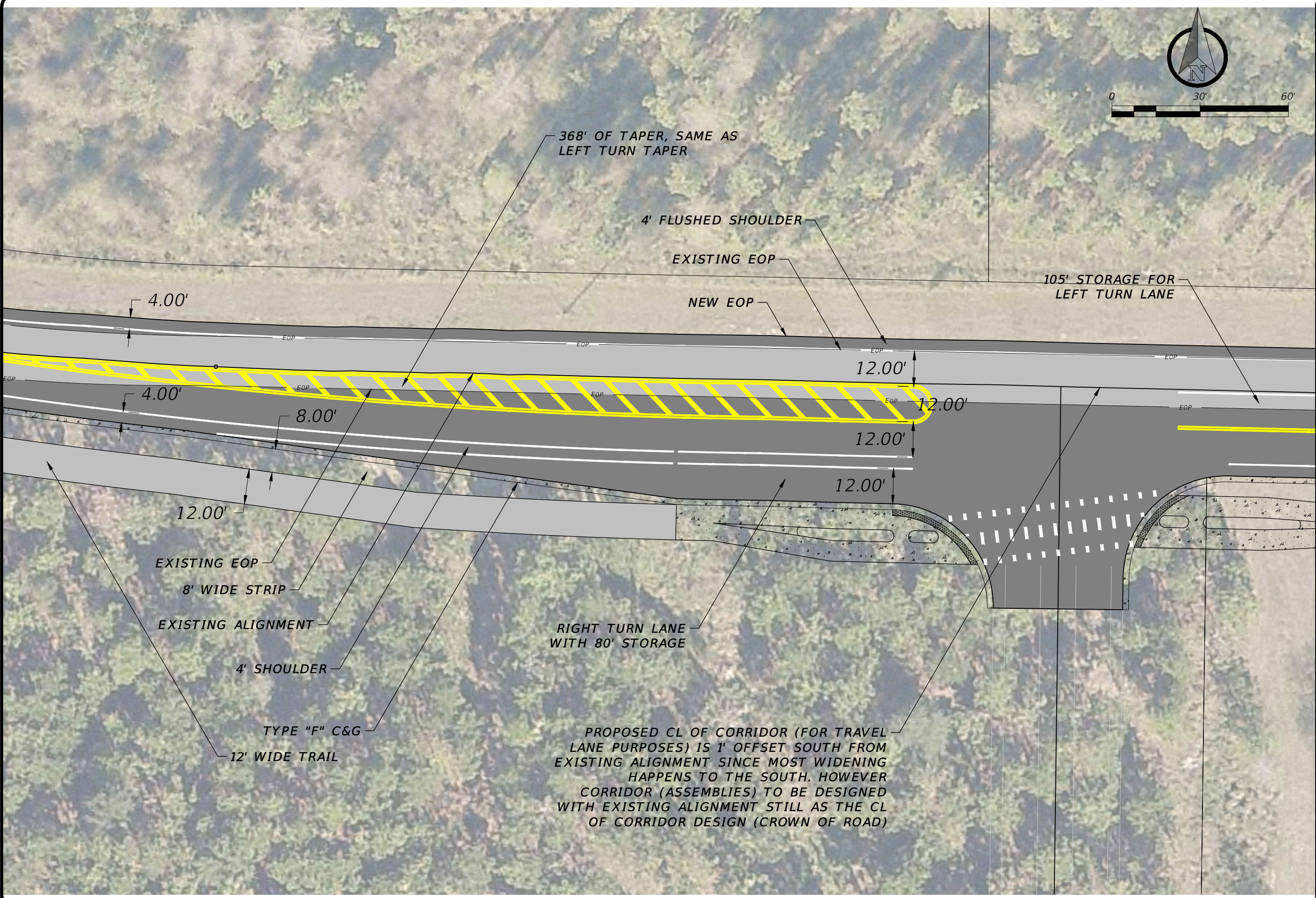


PROPOSED CL OF CORRIDOR (FOR TRAVEL LANE PURPOSES) IS 1' OFFSET SOUTH FROM EXISTING ALIGNMENT SINCE MOST WIDENING HAPPENS TO THE SOUTH. HOWEVER CORRIDOR (ASSEMBLIES) TO BE DESIGNED WITH EXISTING ALIGNMENT STILL AS THE CL OF CORRIDOR DESIGN (CROWN OF ROAD)

JOB NO.:		###	
SHEET:		EX3	
S. -26&35		T. -20	R. -25
SURVEYED:	N/A	DATE:	N/A
FIELD BOOK:		PAGE:	
DESIGNED:	OEN	DATE:	2/29/2024
DRAWN:	OEN	DATE:	2/29/2024
APPROVED:	FS	DATE:	2/29/2024
NUMBER 2 ROAD CONCEPT HILLSIDE GROVE PLAN VIEW DRAFT FOR REVIEW ONLY			
DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION <b>LAKE COUNTY, FL</b> 350 N. SINCLAIR AVE., TAVARES, FLORIDA 32778		SIGNATURE 2/29/2024 DATE	
Item 8.			



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Item 8.	
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2/29/2024	2/29/2024

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**LAKE COUNTY, FL**  
350 N. SINCLAIR AVE., TAVARES, FLORIDA 32778

REVISION:	DATE

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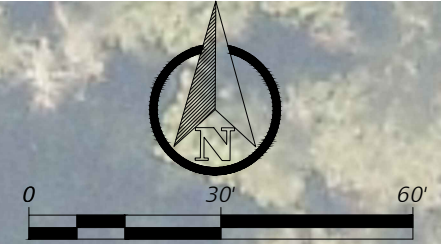
NUMBER 2 ROAD CONCEPT  
HILLSIDE GROVE  
PLAN VIEW

**DRAFT FOR REVIEW ONLY**

JOB NO.:  
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EX4 17

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368.00'  
 LEFT TURN TAPER  
 (13' OFFSET OF EASTBOUND LANE)

4' FLUSHED SHOULDER

EXISTING EOP

NEW EOP

12.00'  
 12.00'  
 12.00'

4.00'

8.00'

12.00'

EXISTING EOP  
 EXISTING ALIGNMENT

4' SHOULDER

8' WIDE STRIP

TYPE "F" C&G

PROPOSED CL OF CORRIDOR (FOR TRAVEL  
 LANE PURPOSES) IS 1' OFFSET SOUTH FROM  
 EXISTING ALIGNMENT SINCE MOST WIDENING  
 HAPPENS TO THE SOUTH. HOWEVER  
 CORRIDOR (ASSEMBLIES) TO BE DESIGNED  
 WITH EXISTING ALIGNMENT STILL AS THE CL  
 OF CORRIDOR DESIGN (CROWN OF ROAD)

12' WIDE TRAIL

Item 8.

SIGNATURE  
 2/29/2024  
 DATE

DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION



350 N. SINCLAIR AVE., TAVARES, FLORIDA 32778

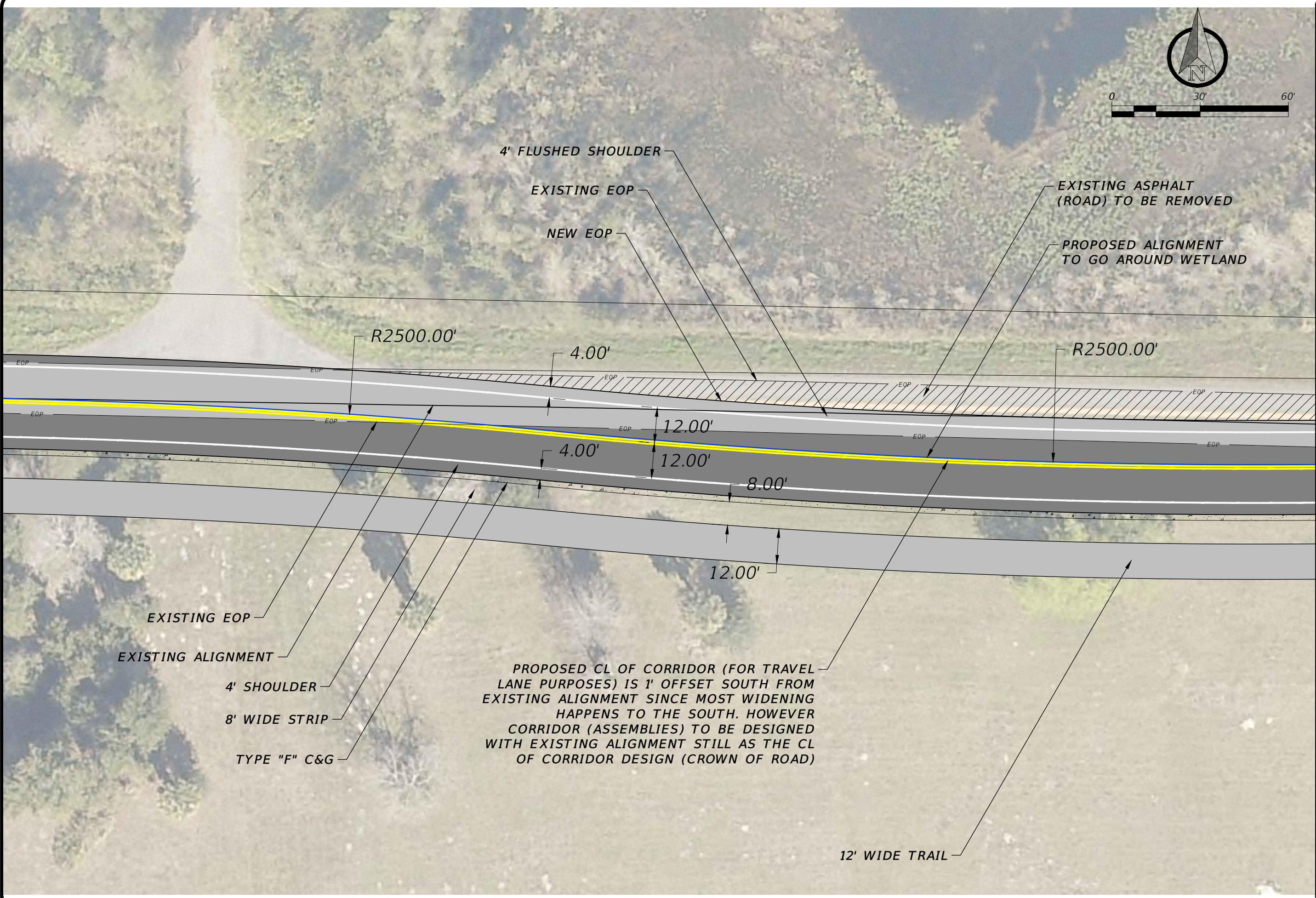
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APPROVED: FS	DATE: 2/29/2024

NUMBER 2 ROAD CONCEPT  
 HILLSIDE GROVE  
 PLAN VIEW

DRAFT FOR REVIEW ONLY

JOB NO.:  
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 SHEET:  
 EX5 18

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PROPOSED CL OF CORRIDOR (FOR TRAVEL LANE PURPOSES) IS 1' OFFSET SOUTH FROM EXISTING ALIGNMENT SINCE MOST WIDENING HAPPENS TO THE SOUTH. HOWEVER CORRIDOR (ASSEMBLIES) TO BE DESIGNED WITH EXISTING ALIGNMENT STILL AS THE CL OF CORRIDOR DESIGN (CROWN OF ROAD)

Item 8.  
SIGNATURE  
2/29/2024  
DATE

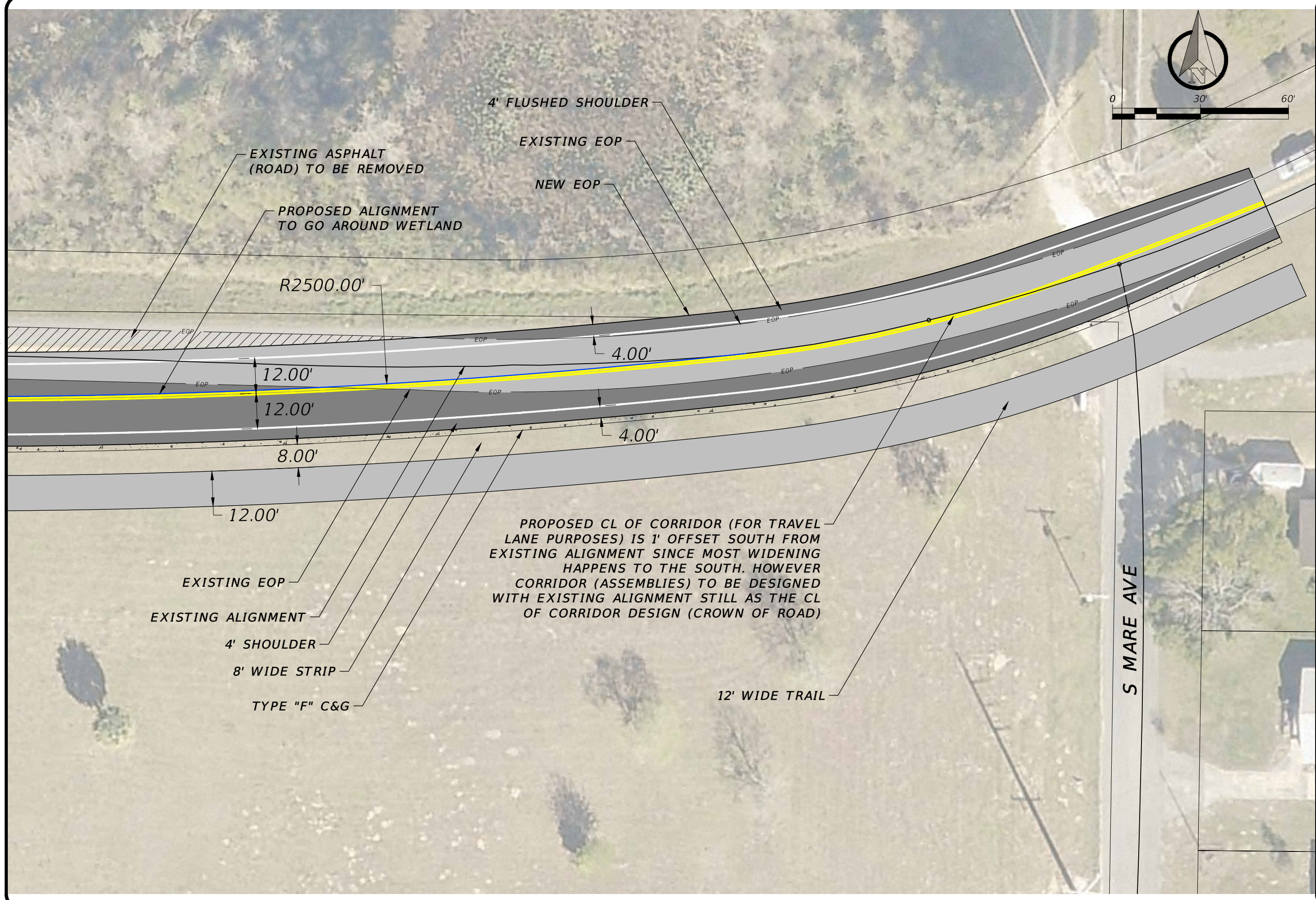
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
**LAKE COUNTY, FL**  
350 N. SINCLAIR AVE., TAVARES, FLORIDA 32778

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DRAWN: OEN	DATE: 2/29/2024
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NUMBER 2 ROAD CONCEPT  
HILLSIDE GROVE  
PLAN VIEW  
DRAFT FOR REVIEW ONLY

JOB NO.:  
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SHEET:  
**EX6** 19

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Item 8.  
SIGNATURE  
2/29/2024  
DATE

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
**LAKE COUNTY, FL**  
350 N. SINCLAIR AVE., TAVARES, FLORIDA 32778

DATE	REVISION:	R. - 25	T. - 20
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	DESIGNED:	OEN	DATE: 2/29/2024
	DRAWN:	OEN	DATE: 2/29/2024
	APPROVED:	FS	DATE: 2/29/2024

NUMBER 2 ROAD CONCEPT  
HILLSIDE GROVE  
PLAN VIEW  
*DRAFT FOR REVIEW ONLY*

JOB NO.:  
###  
SHEET:  
**EX7** 20



**Date:** October 14, 2024

**To:** Mayor and Town Council

**From:** Morgan Cates, Public Services Director

**Re:** Discussion: **Talichet Lift Station Adoption/Upgrade**

**Objective:**

To bring the Talichet Lift Station under Town management and upgrade the lift station to current municipal standards.

**Summary:**

Based on conversations with Town staff, the Talichet Homeowners Association (HOA) has proposed transferring the ownership of the subdivision's wastewater lift station to the Town. This would require a vote from the HOA, with approval needing a two-thirds majority of homeowners. The HOA subcommittee has recommended a special assessment on the 113 homes in the subdivision. The proposed assessment would be between \$200 to \$225 per home, per year, over a five-year period. This assessment is expected to cover the necessary improvements to bring the lift station up to the required operational standards.

**Recommended Motions:**

*The Town Council has the following options:*

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

**Fiscal Impact:**

There is an initial fiscal impact to the Town of \$110,000.00 from the latest estimate received from RCM Utilities. This estimate does not include the cost of installing an emergency bypass pump.

**Staff Recommendation:**

Staff recommends that the Town Council approve the acquisition of the lift station by the Town. Public Works will issue a request for bids to obtain accurate pricing for the necessary upgrades. Once bids are received and reviewed by the Town, the Talichet HOA will vote on whether to approve the special assessment based on these confirmed costs.

# TALICHET LIFT STATION SITE IMPROVEMENTS

ADD 160 LF  
PERIMETER  
FENCE w/ GATE

REMOVE SOD  
ADD GRAVEL  
1,500 SF

ADD SCADA SYSTEM  
w/ SITE ANTENNA

ADD BACKUP  
PUMP & PIPING

TRACT K  
PB 73 PG 78-81  
40' x 50'

Lift station work to a privately owned lift station to assist in bringing the station to Town of Howey Standards referencing plan sheet by Griffey Engineering:

**RCM TO SUPPLY AND INSTALL:**

New Pump Control Panel to include:

- \* NEMA 3R 304SS enclosure with inner door, back panel, 3P latch
- \* Main breaker, 230VAC, 3 phase, Square D
- \* Emergency breaker, 230VAC, 3 phase, Square D
- \* Generator receptacle with angle adapter
- \* Surge arrestor, 230V
- \* Incoming power phase monitor with fuses
- \* (2) Circuit breaker for 10HP, 230V, 3 phase pump motors
- \* (2) FVNR motor starter, Size 1, for 10HP 230V, 3 phase pump motors
- \* (2) Pump protection modules
- \* Surge arrestor, 120VAC
- \* 120 VAC Control circuit breakers
- \* (2) 3 Position selector switches, Hand-Off-Auto
- \* (2) Pilot lights, Pump Run
- \* (2) Pilot lights, Pump Seal Fail
- \* (1) Pushbutton, Alarm Silence
- \* (2) Run Time meters
- \* (2) Mount and wire Flygt MiniCAS relay (PBO)
- \* (2) Pushbutton, Pump Reset
- \* Alternator
- \* Pushbutton, Float Reset
- \* Pilot light, In Float Backup
- \* PLC, Allen Bradley Micrologix 1400
- \* Analog input module, Allen Bradley
- \* 24VDC Power supply float back-up
- \* GFI Receptacle
- \* DC Power supply
- \* Battery back-up
- \* Vent drain
- \* Alarm horn
- \* Alarm light
- \* Field components
  - Vega Ultrasonic Level Transmitter
  - (4) Floats
  - Float hanger
- \* Misc. panel components, nameplates, wire duct, terminals
- \* Integration into SCADA system

Mechanical and Electrical Work to include:

- \* Demolition of existing panel
- \* Adjust and support rack where needed
- \* Grounding as required

- \* Installation of new control panel and integration with Town SCADA system
- \* Required permitting
- \* Startup services

Sitework to include:

- \* 6'h Black chain link fence w/ (1) 14'w Double Gate (160 LF)
- \* 6" Stone over weed barrier ground cover within fence area

**SPECIFICALLY EXCLUDED:**

- \* Any improvements to existing wet well, pumps, piping, and hardware
- \* Temporary bypass pumping
- \* Water services, wash down stations and BFP assemblies
- \* Driveways and concrete slabs
- \* Permanent backup pump system and piping (by others)
- \* Generator, odor control system, or future provisions for the same
- \* Utility and communication lines to site
- \* Surveying and/or Certified as-built drawings
- \* Any required permitting not listed as included to be obtained by others

**NOTES:**

- \* Site corners to be staked prior to RCM mobilization
- \* Job shall be progressively billed thru substantial completion prior to startup with a 10% balance to be paid after a successful startup, NET 30 terms.
- \* RCM to be present at startup with boom truck and electrician for final C/O and turnover to customer/end user
- \* RCM warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.

**TOTAL ESTIMATED PRICE: \$110,000.00**



# Process Control Services LLC

1205 Pinewood Lane  
Ocoee FL, 34761  
407.252.5033

## SCOPE OF SUPPLY

Date: 8/20/23

Project: Lift stations 1 and 2 bypass pumps

Customer: JJ Southall

In accordance with the attached Terms and Conditions, Process Control Services LLC is pleased to offer the following materials/services for the above referenced project. While our complete offering is detailed in this submission, purchase orders directly to manufacturers may be required when ordering.

### PRICE, DELIVERY AND TERMS OF OFFERING

Prices submitted are for equipment/services specifically listed within this Scope of Supply which constitute our complete offering; Sections may be referenced for identification and clarification only and **does not imply the Section is offered in its entirety.**

Provide and install 2 new bypass pumps for lift stations 1 and 2 as listed below.

#### **Lift station 2**

- Install (1) Godwin Permanent standby diesel bypass pump with concrete base slab, 4" HDPE suction and 4" DI / PVC discharge piping. First Diesel fill up (1) day startup and training XYLEM / GODWIN 347 GPM @ 93' TDH Dri-Prime CD140M Critically Silenced • Sound Attenuated Enclosure • 4" 150# Flange Suction & Discharge • John Deer 4045H280-T3 Diesel Engine • Includes PrimeGuard and Auto Throttle • Skid-mounted, Emergency Standby • BaseOptions • UL Double Wall Tank • Engine/Motor Options • Electrical - 1750 Watt AC/DC Inverter • Battery Charger - 12 Volt Trickle • DoubleGang(2)GFCIDuplexReceptacles Suction piping to be high density polyethylene, cored into the wet well with stainless steel supports. Discharge piping to be ductile iron above grade, PVC below grade, wet tapped into the onsite force main. - Site restoration to include backfilling and compacting only.

\*\*\* One year warranty.

# Process Control Services LLC

1205 Pinewood Lane  
Ocoee FL, 34761  
407.252.5033

**LS-2 PRICE: \$159,215.00 PLUS TAX if applicable.** FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

Materials \$133,715.00

Labor and equipment \$25,500.00

102 hours at \$250.00 per hour labor and equipment

**DELIVERY: 16-18 weeks** after complete and acceptable approval is received.

## Lift station 1

- Install (1) Godwin Permanent standby diesel bypass pump with concrete base slab, 4" HDPE suction and 4" DI / PVC discharge piping. First Diesel fill up (1) day startup and training XYLEM / GODWIN 294 GPM @ 87' TDH Dri-Prime CD140M Critically Silenced • Sound Attenuated Enclosure • 4" 150# Flange Suction & Discharge • John Deer 4045H280-T3 Diesel Engine • Includes PrimeGuard and Auto Throttle • Skid-mounted, Emergency Standby • BaseOptions • UL Double Wall Tank • Engine/Motor Options • Electrical - 1750 Watt AC/DC Inverter • Battery Charger - 12 Volt Trickle • DoubleGang(2)GFCIDuplexReceptacles Suction piping to be high density polyethylene, cored into the wet well with stainless steel supports. Discharge piping to be ductile iron above grade, PVC below grade, wet tapped into the onsite force main. - Site restoration to include backfilling and compacting only.

\*\*\* One year warranty.

**LS-1 PRICE: \$141,455.00 TAX if applicable.** FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

Materials \$117,705.00

Labor and equipment \$23,750.00

95 hours at \$250.00 per hour for labor and equipment

**DELIVERY: 16-18 weeks** after complete and acceptable approval is received.

**Prices are good for 30 Days from date of proposal.**

**This proposal in turnkey to the city with first diesel fill up at both sites and one day of startup, demonstration, and training.**

# Process Control Services LLC

1205 Pinewood Lane  
Ocoee FL, 34761  
407.252.5033

**SUBMITTAL FOR APPROVAL:** 2-4 weeks after acceptable purchase Agreement is received.

## TERMS OF PAYMENT

Based on initial and continuing credit approval by Process Control Services LLC., the following payment terms apply:

- 75% due when material ships
- Net 30 on remainder 25%
- NO HOLDBACK (RETAINAGE) provision is offered or allowed.

Thank you for the opportunity to offer this Scope of Supply, questions and/or comments regarding this offering should be directed to the salesperson whose name is affixed to the Scope of Supply.

*Wade Mathis*

*407-252-5033*

*Wademathis@gmail.com*

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

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**AMENDED AND RESTATED  
WHOLESALE WASTEWATER TREATMENT AGREEMENT**

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**THIS AMENDED AND RESTATED WHOLESALE WASTEWATER TREATMENT AGREEMENT** (“Agreement”) is made and entered into as of \_\_\_\_\_, 2024, by and between the **Town of Howey-in-the-Hills**, a Florida municipal corporation (“Howey”), and the **Central Lake Community Development District**, a Florida special district created pursuant to Chapter 190 of the Florida Statutes, (“CDD”), and combines, amends and restates in their entirety:

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

**RECITALS**

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

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

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

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

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

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

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

G. **WHEREAS**, in 2005, before the formation of the 2007 Wholesale Agreement, three developments then known as Mission Rise, The Reserve, and Venezia North and South (collectively the “2007 Developments”) each reserved wastewater treatment capacity at the CDD’s plant by entering into Agreements and Commitments for Utility Service (“CDD Service Agreements”) with the CDD, and the CDD set aside and encumbered capacity in the CDD’s Wastewater System for the treatment and disposal of wastewater to be generated by the land development contemplated to occur within the 2007 Developments; the CDD Service Agreements provided that the CDD would be the sole wastewater utility provider with service to include collection at the customer’s connection, transmission to the treatment plant, treatment, and disposal; and

H. **WHEREAS**, part of Howey’s 180 Service Area overlapped the pre-existing CDD Retail Service Territory and, meanwhile, the 2007 Developments which reserved CDD capacity were outside the CDD Retail Service Territory, with the result that it became difficult to determine the responsibilities between the CDD and Howey to serve particular future developments, leading to the negotiation of the 2007 Wholesale Agreement; and

I. **WHEREAS**, pursuant to the 2007 Wholesale Agreement, the CDD assigned and Howey assumed the obligations under each CDD Service Agreement to provide retail wastewater utility service to each of the 2007 Developments; each of the owners of the 2007 Developments expressly consented in writing to Howey’s assumption the obligation to provide retail wastewater service and released the CDD from the same; in the same Agreement, the CDD allocated Wastewater Treatment Capacity (defined below) to Howey on a wholesale basis to ensure that Howey would have treatment and disposal capacity through the CDD to support its retail service to the 2007 Developments; and

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

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

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

M. **WHEREAS**, in addition to the Prior Wholesale Agreements, Howey, the CDD, and The School Board of Lake County entered into an Interlocal Agreement for Wastewater Service for the ESE Center dated February 25, 2008 (“School Board Agreement”); and

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

O. **WHEREAS**, prior to the date of this Agreement, Howey has without written agreement (and without the CDD’s consent) connected the Unauthorized Hookups to the Howey Collection Facilities for delivery to the CDD’s Treatment Facilities, and each of such Unauthorized Hookups has not paid for sewer contributions in aid of construction, and the CDD had not set aside and encumbered capacity in the CDD’s Wastewater System for treated and disposal of Wastewater to be generated by the Unauthorized Hookups; and

P. **WHEREAS**, the 2007 Wholesale Agreement, the 2012 Wholesale Agreement, and the School Board Agreement take different approaches to the provision of wholesale wastewater service with regard to issues such as billing and capacity, and there is no agreement that addresses development within the remainder of Howey’s 180 Service Area, some of which has been connected to Howey Collection Facilities (as defined herein) for delivery to the CDD’s Treatment Facilities variously with or without the written consent of the CDD, including the Other Businesses and the Unauthorized Hookups; and

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.9.** “Developments” means the Vested Customers and the Future Development.

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

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

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

**2.13** “Howey Retail Service Territory” means the service area within the 180 Service Area but outside the CDD Retail Service Territory. Properties that generate, or when developed will generate, wastewater within the Howey Retail Service Territory are referred to herein as “Howey Retail Customers.” Notwithstanding the foregoing, these definitions exclude the property subject to the School Board Agreement. For the purposes of this Agreement, the Bishops Gate development (“Bishops Gate”) shall be treated as a Howey Retail Customer through the current term of Howey’s utility service agreement dated \_\_\_\_\_.

**2.14.** “Howey Market Property” means the property and improvements at 101 S. Palm Avenue, Howey In The Hills, FL, 34737, (Parcel ID 26-20-25-0100-D01-00100), which is currently being operated as grocery store.

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

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

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

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

**2.19.** “Other Businesses” means (i) Boondocks Restaurant (13 ERUs), (ii) Howey’s Town Hall (2 ERUs), (iii) Howey’s Police Station (2 ERUs), (iv) Howey’s Library (6.5 ERUs), Howey’s Water Plant (1 ERU), (v) the office at 107 W. Central Avenue in Howey, (Parcel ID 26-20-25-0100-D01-01400), which is currently being operated as The Clark Clinic Howey (3.3 ERUs), and (vi) Bishops Gate (210 ERUs).

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



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

**2.22.** “Vested 2007 Developments” means the 2007 Developments known as The Reserve (n/k/a Hillside Grove) and Venezia North (n/k/a Talichet) and Venezia South, for which the CDD Service Agreements remain in good standing, and the legal descriptions of which are set forth on the attached Exhibit “C.”

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

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

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

**2.26.** “Vested Customers” means the Howey Retail Customers located in areas within the Vested 2007 Developments and the Other Businesses, which have already paid or received credit for sewer contributions in aid of construction as of the adoption of this Agreement. The Vested Customers are identified on Exhibit “E” attached hereto and incorporated herein by reference.

**2.27.** “Unauthorized Hookups” means the four (4) properties described on Exhibit “F”.

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

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

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

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

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

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

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

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

**3.1. Service in CDD Retail Service Territory.** The CDD shall have the exclusive right to provide retail wastewater service to all customers which generate wastewater within the CDD Retail Service Territory. This right to serve includes collection, transmission, treatment, and disposal. The CDD shall have the exclusive right to provide wholesale wastewater treatment and disposal service to the town of Howey in the Hills in respect to Howey Retail Customers located in areas of the Developments, except in certain circumstances related to Future Development as expressly set forth in Section 3.4 of this Agreement. The Marina Property described in the 2012 Agreement lies within the CDD Retail Service Territory and shall be served as a CDD Retail Customer; provided, however, that development in that area may connect to Howey’s nearest lift station and Howey shall allow the wastewater from the Marina Property to flow through the Howey Collection Facilities free of charge to the Point of Connection, so long as any necessary upgrades to accommodate the wastewater from the Marina Property are paid by the owner of the Marina Property.

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

**3.3 Capacity Reservation and Agreement to Deliver and Accept Wastewater.** The CDD represents and warrants to Howey that the CDD has set aside and encumbered capacity in the CDD’s Wastewater System for the Vested Customers. Howey shall have no liability for unpaid charges, if any, for the capital costs of capacity at the Treatment Facilities or other capital costs, if any, associated with expanding the CDD’s Wastewater System to serve the Vested Customers. The CDD further represents and warrants to Howey that the CDD has set aside and encumbered the Excess Capacity in the CDD’s Wastewater System to serve Future Developments, subject to Section 3.4 of the Agreement. Howey and the CDD agree that Excess Capacity shall be first allocated to the following Future Developments: (i) the Howey Market Property (the amount of

ERUs to be determined), (ii) the Unauthorized Hookups (4 ERUs), (iii) the Lake Hills development at the 2012 Development (571 ERUs), and (iv) the Grocery Store and retail businesses at the 2012 Development (the amount of ERUs to be determined). Except with respect to the allocation set aside pursuant to the previous sentence, Howey shall facilitate the allocation of the Excess Capacity in the CDD's Wastewater System on a non-discriminatory, first-come first-served basis to a landowner or developer seeking a preliminary site plan, preliminary subdivision plan, building permit, or wastewater utility connection, whichever comes first with respect to any Future Development in the Howey Retail Service Territory (a "Development Approval").

**3.4 Certificate of Wastewater Treatment Availability for Excess Capacity.** To ensure that required contributions in aid of construction have been paid and that the wastewater-treatment demand of land development to be permitted from time to time by Howey within the Future Development does not exceed the treatment and disposal capacity of the CDD's Wastewater Facilities (including the Excess Capacity), Howey shall require, as a condition to the issuance of a permit, order, ordinance, or resolution granting a Development Approval for the construction of a residential or nonresidential building, that the landowner or developer seeking such Development Approval secure from the CDD the issuance of a certificate assuring Howey that, as required by Section 163.3180 of Florida Statutes, wastewater service will be available concurrent with the new development and that appropriate contributions in aid of construction at the then-prevailing rate have been paid (the "Certificate of Wastewater Treatment Availability").

Landowners or developers seeking a Certificate of Wastewater Treatment Availability shall make the request to the CDD at the address designated for notice in this Agreement and supply information in such form as the CDD reasonably requires. Upon the receipt of a request for a Certificate of Wastewater Treatment Availability, the CDD shall reasonably determine in a fair and consistent manner the number of ERUs attributable to the proposed construction, calculate the contribution in aid of construction ("CIAC") at the then-prevailing rate, and notify the requesting party of the foregoing within a reasonable time. The notice shall include information regarding any necessary relocation or upsizing of facilities as contemplated in Section 3.5(a) herein.

Upon receipt of the CIAC, an executed capacity reservation agreement with fair and consistent terms reasonably acceptable to the CDD including a commitment to provide for the relocation or upsizing of facilities as contemplated in Section 3.5(a), the CDD shall issue the Certificate of Wastewater Treatment Availability. For the avoidance of doubt, a new certificate shall be required in the event that a new Development Approval is sought for a project that may materially change use or intensity for purposes of wastewater generation, and in such event additional ERUs may be assigned to the project, requiring the payment of additional contributions in aid of construction. The CDD reserves the right to issue a Certificate of Wastewater Treatment Availability prior to the receipt of 100% of the CIAC with respect to (a) the 2012 Development and/or (b) the Future Development known as the Watermark / Simpson Groves project as negotiations regarding capacity reservation commenced between the CDD and representatives of those projects prior to the adoption of this Agreement.

A customer that pays the CIAC after the date of this Agreement shall obtain a vested right to reserved and encumbered capacity and shall be treated as a Vested Customer for a period of three

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

Subject to the following paragraph, Howey's obligation to require a certificate as a condition to the issuance of a building permit in the Future Development shall not apply if and when Howey elects to issue a permit or permits for construction within the Future Development either (i) with a septic or other on-site system for wastewater treatment or (ii) with wastewater treatment to be provided by a person other than the CDD. In no event shall the Town authorize the interconnection of any other utility system with a CDD utility system or any other collection or transmission facility that would result in flows to or from the CDD utility system.

Howey shall not provide (and shall not allow another utility or third party to provide) wastewater treatment for a Howey Retail Customer located in the Future Development until either all the Excess Capacity is assigned or, with respect to a particular Howey Retail Customer located in the Future Development, the CDD determines upon receiving a request for a certificate pursuant to this Section 3.4 that the then-remaining amount of Excess Capacity is insufficient to serve the that customer or that the service to that customer would be technically or economically infeasible.

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

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

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

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

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

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

(iii) If the CDD's verification advises that the requested increase in treatment capacity is technically and economically feasible, Howey shall have 60 days to confirm its request by tendering the capacity payment to the CDD. Upon receipt of the capacity payment in the amount specified in the CDD's verification to Howey, the CDD shall commence design and construction of an amount of Wastewater Service Capacity, in MGD, as also specified in such verification.

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

(e) *Delivery of treatment capacity.* The CDD shall deliver the new Wastewater Service Capacity to Howey on a date as close as reasonably practicable to the date requested by Howey in the capacity request notice, but shall not be responsible for delay so long as it has pursued any necessary expansion with reasonable diligence. Upon such capacity becoming

available for use by Howey, including completing construction of any required expansion of the Treatment Facilities, the CDD shall provide written notice to Howey of such availability. Without limiting any other provision of this Agreement, the CDD shall be the exclusive wholesale treatment and disposal provider with respect to the customer demand giving rise to the capacity expansion undertaken under this section.

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

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

(a) The CDD will provide to Howey the required system pressures and elevations to connect, along with any other applicable technical requirements for connections. Howey shall review the proposed Point of Connection based upon the CDD's technical requirements. Should service to a Howey Retail Customer necessitate the CDD relocating or increasing the size of its wastewater main to connect to the Point of Connection, the CDD shall have no obligation to undertake and complete the upsizing unless and until the involved Development and/or Howey pays or otherwise makes arrangement, in a manner acceptable to the CDD, for payment of all costs of such relocation or increase in size.

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

**3.6. Delivery Pressure; Peak Flows; Usage.** Howey shall deliver Wastewater through Howey Collection Facilities and to the Interconnect Facilities at a pressure not less than 26 Pounds per Square Inch of fluid pressure (PSI) to enable receipt of Wastewater into the Treatment Facilities without repumping. The CDD shall receive Wastewater flows from Howey at a flow rate not exceeding 1,500 GPM unless increased in conjunction with a purchase of additional wastewater treatment capacity as provided in Section 3.3. If at any time sanitary Wastewater flow from Howey exceeds 1,500 GPM or other maximum accepted by the CDD in conjunction with a purchase of additional wastewater treatment capacity, Howey shall, at its expense, plan, construct, operate, and maintain a surge tank as a part of Howey Collection Facilities, in order to reduce Wastewater flows to a rate that is at or below 1,500 GPM or other accepted maximum.

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

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

**SECTION 5. SERVICE STANDARDS.** The parties mutually agree that after connection of Howey Collection Facilities to the Interconnect Facilities, the CDD agrees to comply with all state, regional, and federal requirements and rules applicable to the provision of Wastewater Service Capacity to the public. Notwithstanding the above, the CDD does not guaranty or warrant any special service, pressure, quality, capacity, availability, or other facility other than what is required to fulfill a duty of reasonable care to the customers to whom it provides such Wastewater Service Capacity. Upon connection of Howey Collection Facilities to the Interconnect Facilities, any customers that have connected or will connect into Howey Collection Facilities shall be Howey’s retail customers. Howey shall be the party responsible for discontinuing services to customers provided for hereunder if customers fail to pay bills for said services.

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

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

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

(c) In the event the CDD determines that property served or to be served by Howey poses a threat of introducing chlorides, salt water, or similar constituents into the Treatment Facilities at levels determined by the CDD, in accordance with current industry standards, to be harmful to the Treatment Facilities, including but not limited to, the Treatment Facilities’ ability to provide effluent meeting reuse standards, and its acceptability as an irrigation supply source for

vegetation, the CDD has the right to decline or discontinue service, or charge a higher rate due to increased treatment costs if applicable, to such property or customer and to require such pretreatment or other measures as are necessary to protect the integrity of Treatment Facilities. In the event of such declination or discontinuance of service, Howey shall have the right to provide or obtain treatment of the effluent from such property through its own facilities or from a third party.

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

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

(a) The volume may be measured by the CDD at the Point of Connection between the CDD and Howey. After the first of each month, the CDD shall submit an invoice to Howey for treatment services rendered to Howey during the previous month detailing the number of ERUs. Payment of the invoice and the consequences of failure by Howey to pay the invoice timely shall be governed by the Local Government Prompt Payment Act in Part VII of Chapter 218 of Florida Statutes.

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

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

(a) by a percentage not exceeding the price-increase-or-decrease index established during that year by the Florida Public Service Commission for wastewater utilities as required by Section 367.081(4)(a) of Florida Statutes; or

(b) in accordance with a rate study conducted by the CDD, at its election and expense, for the entire CDD Wastewater System, both inside and outside the boundaries of Howey. The study shall arrive at a wholesale rate to be paid by Howey, and at the CDD’s election, may consider conversion to a metered rate per thousand gallons of wastewater flow. Upon completion of the rate study, that replacement rate shall be charged to Howey. The wholesale rate to be charged to Howey shall be adjusted using the same methodology and applied to those components of the rate base associated with the acceptance of the wastewater in bulk at the Point of Connection for final transmission, treatment and disposal (i.e., not including costs associated with the CDD collection system, billing, or other costs associated exclusively with CDD Retail Customers).



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

**SECTION 9. ASSIGNMENT OF CDD RETAIL WASTEWATER AGREEMENTS.**

The CDD hereby confirms its assignment to Howey by the 2007 Wholesale Agreement of the right to be the retail wastewater service provider for the 2007 Developments and Howey confirms its assumption of such obligations for the 2007 Developments. The CDD retains the right under the CDD Service Agreements to provide wastewater treatment for the 2007 Developments, but only as a wholesale provider to Howey. Howey confirms that the 2007 Developments have purchased and made provision for payment in full of Wastewater Treatment Capacity sufficient for the needs of such customers, and that no other or additional wastewater connection fee, impact fee, service availability fee, or other capital charges whatsoever (however characterized by Howey) shall be due from the 2007 Developments for or on account of the provision of wastewater treatment.

**SECTION 10. RESERVATION AND MAINTENANCE FEES.** The CDD has adopted Reservation and Maintenance Fees (“RAM Fees”) that apply to customers uniformly, both inside and outside the boundaries of Howey, the fees shall be payable by Howey for the amount of Wastewater Treatment Capacity for each ERU reserved under this Agreement that has not been allocated to a connected Howey Retail Customer. The CDD acknowledges and agrees that Howey shall pass RAM Fees on to Vested Customers and any future customers that have been allocated Wastewater Treatment Capacity but are not a connected Howey Retail Customer.

**SECTION 11. INDEPENDENT CONTRACTOR RELATIONSHIP; NO LIABILITY FOR HOWEY OR CDD DEBT.**

**11.1.** Neither the CDD nor Howey is or shall be deemed to be an agent of the other, and neither shall have the authority or power to obligate or act for or on behalf of the other. Each is entering into this Agreement as an independent contractor.

**11.2.** The parties agree expressly that (i) the CDD has no obligation whatsoever to creditors of Howey or other third-parties for any existing or future debts or other obligations of Howey of any type or nature, and (ii) Howey has no obligation whatsoever to creditors of the CDD or other third-parties for any existing or future debts or other obligations of the CDD of any type or nature.

**SECTION 12. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties hereto. No right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. To that end, this Agreement is expressly declared to have no third-party beneficiary.

**SECTION 13. ASSIGNMENT AND RIGHT OF FIRST REFUSAL.**

**13.1 Assignment.** This Agreement shall be binding on the parties hereto and their representatives, successors, and assigns. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto, which may not be unreasonably withheld.

**13.2 Right of First Refusal.**

(a) CDD does hereby grant unto Howey, a right of first refusal (hereinafter referred to as a “ROFR”) to purchase all of the CDD’s right, title and interest in and to the CDD’s leasehold interest in the Lease between the CDD and Sewer & Water Plant Investments, LLC, a Florida limited liability company (“S&WP”) (the “Lease”), and together with any personal property located on or used in connection with said real property which is owned by the CDD (collectively, the “Property”), subject to and upon the terms and conditions hereinafter set forth.

During the term of the Agreement, in the event the CDD receives a bona fide written offer from any third party to purchase the Property, which the CDD desires to accept, Howey may elect to purchase the Property at the price and on the terms as are contained in the written offer. The CDD shall give notice to Howey, including delivery to Howey of a true and exact copy of the written offer, and allow Howey sixty (60) calendar days subsequent to Howey’s receipt of such notice within which Howey may elect to purchase the Property from the CDD; and in the event Howey so elects to purchase the Property, by giving notice of such election to the CDD within the sixty (60) calendar day period, the CDD shall sell the Property to Howey at the price and on the same terms and conditions as are contained in the written offer.

Should Howey, by written notice to the CDD, elect not to exercise the right to purchase, or should Howey fail to notify the CDD of its election to purchase within the aforesaid sixty (60) day calendar period, then, in either of such events, the CDD shall be free to consummate the sale of the Property to the third party submitting the written offer, provided that the sale is closed on and on the same material terms and conditions as are contained in the written offer and provided further that the sale is subject to Section 13.1 above. Should any such sale be consummated, this ROFR shall thereafter be of no further force and effect with respect to the Property subject to the sale. Should any such sale not be consummated as aforesaid, the CDD shall, in the event the CDD subsequently receives any modified or new bona fide written offer from any third party to purchase the Property, again follow the provisions of this Subsection 13.2(a) requiring notice to Howey and opportunity for Howey to purchase the Property. The CDD shall not be obligated to offer to sell or to sell the Property, and the CDD shall not be obligated to disclose to Howey any offer to purchase the Property which the CDD may receive which the CDD, in its sole discretion, does not accept or intend to accept.

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

- (i) A transfer to S&WP (or its successor or assign); or
- (ii) Any financing transactions of any nature, including a bond issuance; or

(iii) Any future expansion or modification of the CDD's Wastewater System and sale of ERUs generated thereby.

(b) Contemporaneously with the execution of the Agreement, Howey and S&WP have entered into a separate right of first refusal agreement establishing a right of first refusal for Howey with respect to S&WP's fee simple interest in the Property that is leased to the CDD under the Lease.

**SECTION 14. INDEMNIFICATION.**

**14.1.** Neither party hereto waives its sovereign immunity, except that, consistent with applicable Florida law, including, but not limited to Chapter 768, Florida Statutes, each party shall hold the other harmless for the negligent acts of itself and its officers, agents, and employees, but only to the extent permitted by law.

**14.2.** If service provided hereunder is discontinued to a customer due to failure of the customer to pay for services provided, the party responsible for discontinuing service shall hold the other party harmless as to any and all claims or suits regarding such action.

**SECTION 15. DEFAULT.**

**15.1.** Either party to this Agreement, in the event of or act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including but not limited to injunction to prevent default and specific performance to enforce this Agreement. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

**15.2.** In the event of a default by Howey, the CDD agrees that it will not discontinue service to Howey except in the case of an emergency resulting from a substantial and material default under Section 6 of this Agreement, provided all payments for service required hereunder are made by Howey and until such time as a court of competent jurisdiction has rendered an adjudication of default. In the event Howey disputes amounts payable for service pursuant to this Agreement, Howey shall continue to make such payments under protest. Upon resolution of the protest, CDD shall refund any amounts determined to be overpaid, plus interest at the rate established by the Local Government Prompt Payment Act, Part VII of Chapter 218 of Florida Statutes.

**15.3.** In the event of default by the CDD, Howey is entitled both to all remedies available to customers of the CDD's water and sewer system, as well as all remedies otherwise provided under this Agreement.

**15.4.** Each of the parties hereto must give the other party written notice of any defaults hereunder and shall allow the defaulting party 30 days from the date of receipt to cure such defaults and shall otherwise comply with state law related to resolving disputes between local governments.

If the default cannot be cured within 30 days the defaulting party shall commence the cure within such period and shall complete such cure within a reasonable period thereafter.

**SECTION 16. NOTICES.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand-delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the U.S. mail, postage prepaid, certified mail, return-receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

CDD: Mr. Bud Beucher  
Central Lake Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

with a copy to: George S. Flint  
District Manager  
Central Lake Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

and: District Counsel  
Stone & Gerken, P.A.  
4850 N. Hwy 19A  
Mount Dora, Florida 32757

HOWEY: Sean O'Keefe  
Town Manager  
(101 North Palm Ave. 34737)  
P. O. Box 128  
Howey-in-the-Hills, Florida 34737

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

**SECTION 17. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

**SECTION 18. RECORDATION.** The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Lake County at the expense of the parties, said expense to be shared equally.

**SECTION 19. TIME OF THE ESSENCE.** Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**SECTION 20. APPLICABLE LAW.** This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**SECTION 21. FORCE MAJEURE.** In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to an Act of God or of the public enemy, war, state or national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, pandemic, or other casualty or disaster or catastrophe, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, such party shall not be liable for such non-performance.

**SECTION 22. EFFECTIVE DATE, TERM, AND TERMINATION.** This Agreement shall be effective as of the date last executed by the parties (“Effective Date”). This Agreement shall continue in full force and effect in perpetuity unless and until a party exercises its right to terminate this Agreement as follows:

- 22.1 Neither party may terminate this Agreement effective as of a date prior to September 30, 2060.
- 22.2 Howey may terminate this Agreement as of the date stated in a written notice of the termination delivered by Howey to the CDD no less than 60 full calendar months before the stated date of termination.
- 22.3 The CDD may terminate this Agreement as of the date stated in a written notice of the termination delivered by the CDD to Howey no less than 120 full calendar months before the stated date of termination.

As of the date of such termination, both parties shall be fully discharged from obligations under this Agreement except for amounts payable and remaining unpaid as of the date of termination.

**SECTION 23. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENT.** The 2007 Wastewater Agreement and the 2012 Wastewater Agreement are terminated. This instrument constitutes the amended and restated agreement between the parties in its entirety and supersedes all previous discussions, understandings, and agreements between the parties relating

to the subject matter of this Agreement except the School Board Agreement, which remains in effect. Amendments to and waivers of the provisions herein may be made only by the parties in writing, by formal waiver or amendment approved by majority vote of both Howey's Town Council and the CDD's Board of Supervisors.

**SECTION 24. EXERCISE OF POLICE POWER.** This Agreement must not be construed to require Howey to exercise its police power. Nothing herein acts as a waiver of Howey's authority to require a permit, license, certificate, rezoning, exception, variance, or other approval under Howey's Town Charter, Code of Ordinances, and Land Development Code.

**SECTION 25. EFFORTS OF PARTIES.** The CDD and Howey will each use good faith in their dealings to give effect to the intent of this Agreement. Howey shall enact such ordinances and resolutions, and the CDD shall enact such resolutions and rules, as are necessary or desirable to achieve the purposes hereof including, but not limited to, establishing the payment of contributions in aid of construction as a condition to issuance of certain development approvals as described herein. Neither Party shall enter into an interlocal agreement, interlocal service boundary agreement, joint planning agreement, or similar arrangement, nor enforce a provision of any of the foregoing which may now be in effect, which is contrary to the purposes and intent of this Agreement.

**SECTION 26. PUBLIC RECORDS.** The CDD and Howey both shall comply fully with all applicable requirements of Chapter 119 of Florida Statutes regarding public records.

**SECTION 27. NO EXCLUSIVITY.** Except as set forth herein, the Town may provide wastewater treatment and disposal services, or may contract with others to provide wastewater treatment and disposal services, to the Future Development. The CDD has no right of exclusivity in providing such services except as expressly set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Agreement on the date and year first above written.

*[ Signatures on the following page ]*

**CENTRAL LAKE COMMUNITY  
DEVELOPMENT DISTRICT**

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

By: Board of Supervisors  
\_\_\_\_\_  
Mr. Bud Beucher, Chairman

Approved as to form and correctness:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST WITH SEAL

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

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

By: Town Council  
By: \_\_\_\_\_  
Mayor Martha Macfarlane

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

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

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by BUD BEUCHER as Chairman of CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT, Board of Supervisors. He is personally known to me or has produced \_\_\_\_\_ as identification.

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

STATE OF FLORIDA  
COUNTY OF LAKE

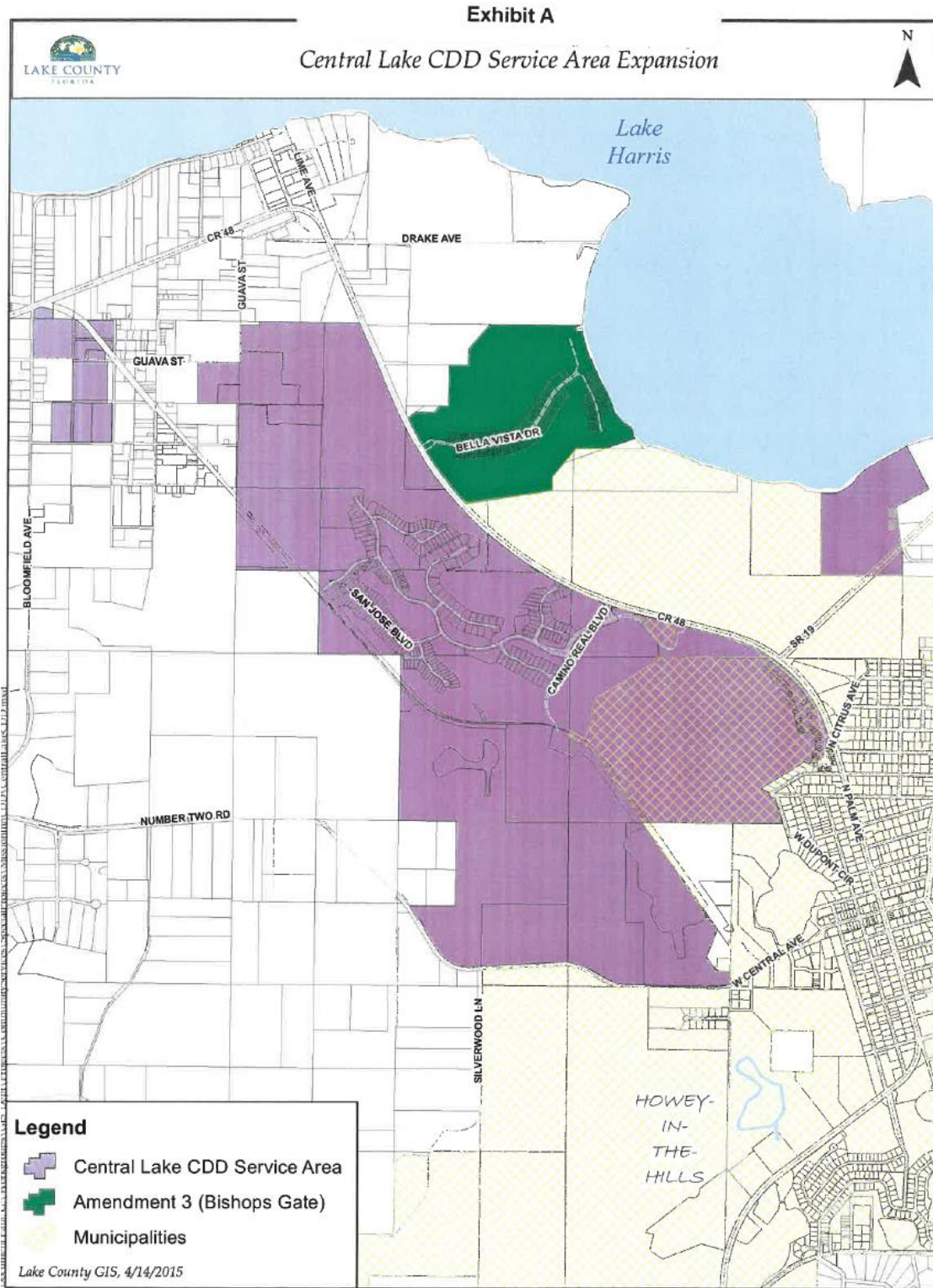
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by MAYOR MARTHA MACFARLANE as Mayor of TOWN OF HOWEY-IN-THE-HILLS, Town Council. She is personally known to me or has produced \_\_\_\_\_ as identification.

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



# EXHIBIT A

## [Map of CDD Retail Service Territory]



**EXHIBIT B**

**[Map of Howey 180 Utility Service Area]**

**EXHIBIT C**

**[Legal descriptions of the Vested 2007 Developments]**

**EXHIBIT D**

**[Legal Description of the 2012 Development]**

**EXHIBIT E**

**[Vested Developments and Reserved Capacity]**

**EXHIBIT F**

**[Unauthorized Hookups]**

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

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**AMENDED AND RESTATED  
WHOLESALE WASTEWATER TREATMENT AGREEMENT**

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**THIS AMENDED AND RESTATED WHOLESALE WASTEWATER TREATMENT AGREEMENT** (“Agreement”) is made and entered into as of \_\_\_\_\_, 2024, by and between the **Town of Howey-in-the-Hills**, a Florida municipal corporation (“Howey”), and the **Central Lake Community Development District**, a Florida special district created pursuant to Chapter 190 of the Florida Statutes, (“CDD”), and combines, amends and restates in their entirety:

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

**RECITALS**

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

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

A.C. WHEREAS, the CDD leases and operates a wastewater treatment system located in Lake County, Florida (“CDD’s Wastewater System”) and pursuant to the 2007 Wholesale Agreement sold Wastewater Treatment Capacity (defined below) to Howey on a wholesale basis for the three developments described therein and known as Mission Rise, The Reserve, and Venezia North and South (collectively, the “2007 Developments”); and

D. **WHEREAS**, in 2001, before the formation of the 2007 Wholesale Agreement, the CDD entered into an Interlocal Agreement with the County dated May 10, 2001, which agreement was amended in 2006, 2007, and 2015 (as amended, the “County Interlocal Agreement”), which provides authority in accordance with Section 190.011, F.S. for the CDD to provide utility services outside its geographic boundaries in specified unincorporated portions of Lake County; the service area where the CDD has authority to serve pursuant to the County Interlocal Agreement is depicted in Exhibit “A” to the Third Amendment to Interlocal Agreement dated September 2, 2015 and also attached to this Agreement as Exhibit “A” for convenience; the area depicted in Exhibit “A” is referred to herein as the “CDD Retail Service Territory”; and

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

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

~~B.G.~~ **WHEREAS**, in 2005, before the formation of the 2007 Wholesale Agreement, three developments then known as Mission Rise, The Reserve, and Venezia North and South (collectively the “2007 Developments”) each reserved wastewater treatment capacity at the CDD’s plant by entering into Agreements and Commitments for Utility Service (“CDD Service Agreements”), ~~the 2007 Developments reserved capacity”) with the CDD~~, and the CDD set aside and encumbered capacity, in the CDD’s Wastewater System for the treatment and disposal of wastewater to be generated by the land development contemplated to occur within the 2007 Developments; ~~the CDD Service Agreements provided that the CDD would be the sole wastewater utility provider with service to include collection at the customer’s connection, transmission to the treatment plant, treatment, and disposal; and~~

~~H.~~ **WHEREAS**, subsequent to entry into ~~WHEREAS~~, part of Howey’s 180 Service Area overlapped the pre-existing CDD Retail Service Territory and, meanwhile, the 2007 Developments which reserved CDD capacity were outside the CDD Retail Service Territory, with the result that it became difficult to determine the responsibilities between the CDD and Howey to serve particular future developments, leading to the negotiation of the 2007 Wholesale Agreement; and

I. **WHEREAS**, pursuant to the 2007 Wholesale Agreement, the CDD assigned and Howey assumed the obligations under each CDD Service Agreement to provide retail wastewater utility service to each of the 2007 Developments; each of the owners of the 2007 Developments expressly consented in writing to Howey’s assumption the obligation to provide retail wastewater service and released the CDD from the same; in the same Agreement, the CDD allocated Wastewater Treatment Capacity (defined below) to Howey on a wholesale basis to ensure that Howey would have treatment and disposal capacity through the CDD to support its retail service to the 2007 Developments; and

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

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

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

F.M. **WHEREAS**, in addition to the Prior Wholesale Agreements, Howey, the CDD, and The School Board of Lake County entered into an Interlocal Agreement for Wastewater Service for the ESE Center dated February 25, 2008 (“School Board Agreement”); and

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

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

O. **WHEREAS**, prior to the date of this Agreement, Howey has without written agreement (and without the CDD’s consent) connected the Unauthorized Hookups to the Howey Collection Facilities for delivery to the CDD’s Treatment Facilities, and each of such Unauthorized Hookups has not paid for sewer contributions in aid of construction, and the CDD had not set aside and encumbered capacity in the CDD’s Wastewater System for treated and disposal of Wastewater to be generated by the Unauthorized Hookups; and

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

G.P. **WHEREAS**, the 2007 Wholesale Agreement, the 2012 Wholesale Agreement, and the School Board Agreement take different approaches to the provision of wholesale wastewater service with regard to issues such as billing and capacity, and there is no agreement that addresses

development within the remainder of Howey’s 180 Service Area, some of which has been connected to Howey Collection Facilities (as defined herein) for delivery to the CDD’s Treatment Facilities variously with or without the written consent of the CDD, including the Other Businesses and the Unauthorized Hookups; and

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

I.R. **WHEREAS**, the CDD has determined its treatment facilities have 413400,000 GPD in unused, unreserved, and available capacity (the “Excess Capacity”) it is willing to provide to Howey for use as provided in this Agreement, in addition to that capacity ~~which was previously agreed upon necessary to serve the Vested Customers.~~

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

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

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

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

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

**2.3.** “CDD Service Agreements” means those certain Agreements and Commitments for Utility Service originally entered between the CDD, as wastewater service provider and backup potable water service provider, ~~and the owners of the lands subject to the 2007 Wholesale Agreement~~Developments.

**Note:** Is this in the “Agreements and Commitments” between the CDD and individual developers? Where does this come from?

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

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

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

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

~~2.7.~~ 2.8. “Certificate of Wastewater Treatment Availability” shall have the meaning set forth in Section 3.4 of the Agreement.

2.9. “Developments” means the ~~Remaining 2007 Developments~~ Vested Customers and the Future Development, ~~including the 2012 Development, but does not include the area subject to the School Board Agreement.~~

~~2.8.~~ 2.10 “ERU” means Equivalent Residential Unit and ~~represents, for the purposes of estimating the impact of future Howey Retail Customers, is planned to generate~~ 250 GPD of wastewater flow.

~~2.9.~~ 2.11 “Future Development” means future ~~customers of Howey’s Collection Facilities~~ Howey Retail Customers located in areas within Howey’s 180 Service Area other than (i) ~~the Remaining 2007 Developments~~ the (i) Vested Customers, (ii) the ~~2012 Development,~~ (ii) ~~the~~ property subject to the School Board Agreement; and (iii) ~~the CDD’s boundaries as of the effective date~~ Retail Service Territory.

~~2.10.~~ 12. “Howey Collection Facilities” means the lines, pipes, meters, and appurtenant equipment owned and operated by Howey to collect Wastewater within the Developments and the area subject to the School Board Agreement and to transmit the same to the Point of Connection with the CDD’s Interconnect Facilities.

~~2.11.~~ 2.13 “Howey Retail Service Territory” means the service area within the 180 Service Area but outside the CDD Retail Service Territory. Properties that generate, or when developed will generate, wastewater within the Howey Retail Service Territory are referred to herein as “Howey Retail Customers.” Notwithstanding the foregoing, these definitions exclude the property subject to the School Board Agreement. For the purposes of this Agreement, the Bishops Gate development (“Bishops Gate”) shall be treated as a Howey Retail Customer through the current term of Howey’s utility service agreement dated \_\_\_\_\_.

2.14. “Howey Market Property” means the property and improvements at 101 S. Palm Avenue, Howey In The Hills, FL, 34737, (Parcel ID 26-20-25-0100-D01-00100), which is currently being operated as grocery store.

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

~~2.12~~16. “GPD” means gallons per day, on an average annual basis.

~~2.13~~17. “GPM” means gallons per minute actual flow rate.

~~2.14~~18. “MGD” means million gallons per day on an annual average basis.

2.15~~19.~~ “Other Businesses” means (i) Boondocks Restaurant (13 ERUs), (ii) Howey’s Town Hall (2 ERUs), (iii) Howey’s Police Station (2 ERUs), (iv) Howey’s Library (6.5 ERUs), Howey’s Water Plant (1 ERU), (v) the office at 107 W. Central Avenue in Howey, (Parcel ID 26-20-25-0100-D01-01400), which is currently being operated as The Clark Clinic Howey (3.3 ERUs), and (vi) Bishops Gate (210 ERUs).

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

~~2.16~~21. “Prior Wholesale Agreements” means the 2007 Wholesale Agreement and the 2012 Wholesale Agreement.

~~2.17.~~ “PSI” means ~~pounds per square inch of fluid pressure.~~

~~2.18.~~ “~~Remaining~~2.22. “Vested 2007 Developments” means the 2007 Developments known as The Reserve (n/k/a Hillside Grove) and Venezia North (n/k/a Talichet) and Venezia South, for which the CDD Service Agreements remain in good standing, and the legal descriptions of which are set forth on the attached Exhibit “~~BC.~~”

~~2.19~~23. “Residential Wastewater Strength” means residential and commercial wastewater discharges exhibiting the following characteristics: biochemical oxygen demand of ~~200~~300 mg/1 or less, suspended solids of ~~200~~300 mg/1 or less, and pH between 6.0 and 9.0, or such other restrictions as established for residential wastewater strength by the Florida Department of Environmental ~~Regulation~~Protection or its successor. Prohibited discharges include, but are not limited to, constituents that could cause a fire or explosion, solid or viscous substances that could obstruct flow or interfere with the system, and discharges containing toxic pollutants.

**Note: Need to understand the basis for changes in s. 2.19 from the original agreement.**



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

**2.2125.** “Treatment Facilities” means those treatment and disposal facilities and rights used by the CDD to treat wastewater and detain, transmit, and dispose of said treated wastewater in accordance with applicable governmental and regulatory requirements.

**2.222.26.** “Vested Customers” means the Howey Retail Customers located in areas within the Vested 2007 Developments and the Other Businesses, which have already paid or received credit for sewer contributions in aid of construction as of the adoption of this Agreement. The Vested Customers are identified on Exhibit “E” attached hereto and incorporated herein by reference.

**2.27.** “Unauthorized Hookups” means the four (4) properties described on Exhibit “F”.

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

**2.2329.** “Wastewater Treatment Capacity” means the volume of wastewater flow measured in GPD, ~~the capacity for treatment of which Howey wishes to buy from the CDD and which the CDD agrees~~has agreed to accept on a continuous basis into ~~the CDD’s~~its Wastewater System, treat, and dispose of at its plant, and which Howey has reserved from the CDD in accordance with the terms of this Agreement, and which shall include the Excess Capacity.

**2.2430.** “180 Service Area” means the water and wastewater service area created by Howey when it enacted Ordinance 2003-307 on August 11, 2003, as authorized by Chapter 180, Florida Statutes, and which is depicted on the attached Exhibit “AB.”

**2.2531.** “2007 Developments” means the residential and commercial land use projects known as Mission Rise, The Reserve (n/k/a Hillside Groves), and Venezia North (n/k/a Talichet) and Venezia South, and originally subject to the 2007 Wholesale Agreement.

**2.2632.** “2007 Wholesale Agreement” means that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated August 7, 2007.

**2.2733.** “2012 Development” means the ~~Future~~ development known as the Bouis Property (n/k/a Lake Hills), the legal description of which is set forth on the attached Exhibit “C.”

**2.2834.** “2012 Wholesale Agreement” means that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated February 27, 2012.

**SECTION 3. PROVISION AND ALLOCATION OF WASTEWATER TREATMENT CAPACITY.** On and after the effective date of this Agreement, as set forth in

Section 22, Wastewater Treatment Capacity shall be provided by the CDD to Howey to serve the Developments in the following manner and subject to the following terms and conditions:

~~**3.1.— Capacity Reservation by the Remaining 2007 Developments.** The CDD represents and warrants to Howey that, pursuant to the CDD Service Agreements that remain in good standing, the Remaining 2007 Developments have reserved treatment capacity, and the CDD has set aside and encumbered capacity in the CDD's Wastewater System for the residential and nonresidential land development contemplated by the CDD Service Agreements to occur in the future at the Remaining 2007 Developments in the amounts set forth in Exhibit "D" to this Agreement.~~

**3.23.1. Service in CDD Retail Service Territory.** The CDD shall have the exclusive right to provide retail wastewater service to all customers which generate wastewater within the CDD Retail Service Territory. This right to serve includes collection, transmission, treatment, and disposal. The CDD shall have the exclusive right to provide wholesale wastewater treatment and disposal service to the town of Howey in the Hills in respect to Howey Retail Customers located in areas of the Developments, except in certain circumstances related to Future Development as expressly set forth in Section 3.4 of this Agreement. The Marina Property described in the 2012 Agreement lies within the CDD Retail Service Territory and shall be served as a CDD Retail Customer; provided, however, that development in that area may connect to Howey's nearest lift station and Howey shall allow the wastewater from the Marina Property to flow through the Howey Collection Facilities free of charge to the Point of Connection, so long as any necessary upgrades to accommodate the wastewater from the Marina Property are paid by the owner of the Marina Property.

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

**3.3 Capacity Reservation and Agreement to Deliver and Accept Wastewater.** The CDD represents and warrants to Howey that the CDD has set aside and encumbered capacity in the CDD's Wastewater System for the Vested Customers. Howey shall have no liability for unpaid charges, if any, for the capital costs of capacity at the Treatment Facilities or other capital costs, if any, associated with expanding the CDD's Wastewater System to serve the Vested Customers. The CDD further represents and warrants to Howey that the CDD has set aside and encumbered the Excess Capacity in the CDD's Wastewater System to serve Future Developments, subject to Section 3.4 of the Agreement. Howey and the CDD agree that Excess Capacity shall be first allocated to the following Future Developments: (i) the Howey Market Property (the amount of ERUs to be determined), (ii) the Unauthorized Hookups (4 ERUs), (iii) the Lake Hills development at the 2012 Development (571 ERUs), and (iv) the Grocery Store and retail businesses at the 2012 Development (the amount of ERUs to be determined). Except with respect to the allocation set aside pursuant to the previous sentence, Howey shall facilitate the allocation of the Excess Capacity in the CDD's Wastewater System on a non-discriminatory, first-come first-served basis to a landowner or developer seeking a preliminary site plan, preliminary subdivision plan, building

permit, or wastewater utility connection, whichever comes first with respect to any Future Development in the Howey Retail Service Territory (a “Development Approval”).

**3.4 Certificate of Wastewater Treatment Availability for Excess Capacity.** To ensure that required contributions in aid of construction have been paid and that the wastewater-treatment demand of land development to be permitted from time to time by Howey within the ~~Developments~~Future Development does not exceed the treatment and disposal capacity of the CDD’s Wastewater Facilities, (including the Excess Capacity), Howey shall require, as a condition to the issuance of a ~~building~~permit, order, ordinance, or resolution granting a Development Approval for the construction of a residential or nonresidential building ~~within the Developments~~, that the landowner or ~~other~~ developer seeking such ~~building permit~~Development Approval secure from the CDD the issuance of a certificate assuring Howey that, as required by Section 163.3180 of Florida Statutes, wastewater service will be available concurrent with the new development and that appropriate contributions in aid of construction at the then-prevailing rate have been paid- (the “Certificate of Wastewater Treatment Availability”).

Landowners or developers seeking a Certificate of Wastewater Treatment Availability shall make the request to the CDD at the address designated for notice in this Agreement and supply information in such form as the CDD reasonably requires. Upon the receipt of a request for a Certificate of Wastewater Treatment Availability, the CDD shall reasonably determine in a fair and consistent manner the number of ERUs attributable to the proposed construction, calculate the contribution in aid of construction (“CIAC”) at the then-prevailing rate, and notify the requesting party of the foregoing ~~does~~ within a reasonable time. The notice shall include information regarding any necessary relocation or upsizing of facilities as contemplated in Section 3.5(a) herein.

Upon receipt of the CIAC, an executed capacity reservation agreement with fair and consistent terms reasonably acceptable to the CDD including a commitment to provide for the relocation or upsizing of facilities as contemplated in Section 3.5(a), the CDD shall issue the Certificate of Wastewater Treatment Availability. For the avoidance of doubt, a new certificate shall be required in the event that a new Development Approval is sought for a project that may materially change use or intensity for purposes of wastewater generation, and in such event additional ERUs may be assigned to the project, requiring the payment of additional contributions in aid of construction. The CDD reserves the right to issue a Certificate of Wastewater Treatment Availability prior to the receipt of 100% of the CIAC with respect to (a) the 2012 Development and/or (b) the Future Development known as the Watermark / Simpson Groves project as negotiations regarding capacity reservation commenced between the CDD and representatives of those projects prior to the adoption of this Agreement.

A customer that pays the CIAC after the date of this Agreement shall obtain a vested right to reserved and encumbered capacity and shall be treated as a Vested Customer for a period of three years. If such Vested Customer has not connected to Howey Collection Facilities within three years from the date of the issuance of the Certificate of Wastewater Treatment Availability, the CDD shall have the right, but not the obligation, to at any time thereafter repurchase the reserved and unencumbered capacity by providing written notice to the Vested Customer and repaying the CIAC without interest. In the event that the Vested Customer has failed to pay any charge due to

the CDD or otherwise in connection with this Agreement, such amount shall be deducted from the repurchase price together with the maximum rate of interest allowed by law accruing from the date that such charge was due. Upon repayment of the CIAC, the capacity shall become available for allocation and shall be allocated by the Town in accordance with this Agreement, the customer shall no longer be a Vested Customer, and the Town’s grant of any future Development Approval for the property shall be conditioned upon the issuance of a Certificate of Wastewater Treatment Availability. If the landowner or developer of the property later desires the issuance of a Certificate of Wastewater Treatment Availability and capacity is available, it will be required to pay the CIAC at the then-prevailing rate calculated with respect to the new request.

Subject to the following paragraph, Howey’s obligation to require a certificate as a condition to the issuance of a building permit in the Future Development shall not apply if and when Howey elects to issue a permit or permits for construction within the Future Development either (i) with a septic or other on-site system for wastewater treatment or (ii) with wastewater treatment to be provided by a utility other than the CDD-person other than the CDD. In no event shall the Town authorize the interconnection of any other utility system with a CDD utility system or any other collection or transmission facility that would result in flows to or from the CDD utility system.

~~**3.3.—Capacity Needs of the Remaining 2007 Developments.** On and after the effective date of this Agreement, the CDD shall continue to accept, treat, and dispose of Wastewater from the Remaining 2007 Developments as required by the CDD Service Agreements. Howey shall have no liability for unpaid charges, if any, for the capital costs of capacity at the Treatment Facilities or other capital costs, if any, associated with expanding the CDD’s Wastewater System to serve the Remaining 2007 Developments.~~

~~**3.4.—Purchase of Capacity for Future Development.** After analysis of its wastewater treatment system in 2023 the CDD notified Howey that it then had 413,000 GPD, or 1,652 ERU’s, of available, unreserved capacity (“Excess Capacity”) that may be assigned by Howey to Future Development as Howey may choose. Howey may assign this Excess Capacity to Future Development as solely selected by Howey. The parties expressly agree that the first assignments of the Excess Capacity shall include the following:~~

- ~~• Howey Market—up to three ERU’s, and~~
- ~~• four lots adjacent to (but not part of) Venezia South and currently served by the Howey Wastewater Utility—one ERU for each lot, a total of four ERU’s.~~

~~**Note: are Town Hall, Police Station, and Boondocks to be addressed?**~~

~~The remaining Excess Capacity may be assigned by Howey to such residential and nonresidential Future Development as Howey and its governing body decide. Notwithstanding subsection 3.2, Howey may provide (and shall not allow another utility or third party to provide) wastewater treatment to for a Howey Retail Customer located in the Future Development until either all the Excess Capacity is assigned or, with respect to a particular Howey Retail Customer located in the Future Development, the CDD determines upon receiving a request for a certificate pursuant to this Section 3.4 that the then-remaining amount of Excess Capacity is insufficient to serve the particular Future Development.~~

~~As it assigns the Excess Capacity Howey shall confirm each such assignment no later than 60 days prior to hook-up by tendering a capacity payment to the CDD in the amount of the then-prevailing rate per ERU that customer or that the service to that customer would be technically or economically infeasible.~~

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

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

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

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

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

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

(iii) If the CDD's verification advises that the requested increase in treatment capacity is technically and economically feasible, Howey shall have 60 days to confirm its request by tendering the capacity payment to the CDD. Upon receipt of the capacity payment in the amount specified in the CDD's verification to Howey, the CDD shall commence design and construction of an amount of Wastewater Service Capacity, in MGD, as also specified in such verification.

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

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

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

~~a. Reservation fees. [ to be added ... reservation fees will be payable to the CDD for capacity reserved, but not used, by a particular Future Development customer ]~~

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

(a-) The CDD will provide to Howey the required system pressures and elevations to connect, along with any other applicable technical requirements for connections. Howey shall review the proposed Point of Connection based upon the CDD's technical requirements. Should service to a Development/Howey Retail Customer necessitate the CDD relocating or increasing the size of its wastewater main to connect to the Point of Connection, the CDD shall have no obligation

to undertake and complete the upsizing unless and until the involved Development and/or Howey pays or otherwise makes arrangement, in a manner acceptable to the CDD, for payment of all costs of such relocation or increase in size.

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

**3.6. Delivery Pressure; Peak Flows; Usage.** Howey shall deliver Wastewater through Howey'sHowey Collection Facilities and to the Interconnect Facilities at a pressure not less than 26 Pounds per Square Inch of fluid pressure (PSI) to enable receipt of Wastewater into the Treatment Facilities without repumping. The CDD shall receive Wastewater flows from Howey at a flow rate not exceeding 1,500 GPM unless increased in conjunction with a purchase of additional wastewater treatment capacity as provided in Section 3.3. If at any time sanitary Wastewater flow from Howey exceeds 1,500 GPM or other maximum accepted by the CDD in conjunction with a purchase of additional wastewater treatment capacity, Howey shall, at its expense, plan, construct, operate, and maintain a surge tank as a part of ~~the~~ Howey Collection Facilities, in order to reduce Wastewater flows to a rate that is at or below 1,500 GPM or other accepted maximum.

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

~~*Drafting note: the CDD has indicated reclaimed water will be available from the Excess Capacity hookups—agreement provisions to be added accordingly, including reclaimed-water rates to be charged.*~~

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

**SECTION 5. SERVICE STANDARDS.** The parties mutually agree that after connection of Howey'sHowey Collection Facilities to the Interconnect Facilities, the CDD agrees to comply with all state, regional, and federal requirements and rules applicable to the provision of Wastewater Service Capacity to the public. Notwithstanding the above, the CDD does not

guaranty or warrant any special service, pressure, quality, capacity, availability, or other facility other than what is required to fulfill a duty of reasonable care to the customers to whom it provides such Wastewater Service Capacity. Upon connection of Howey'sHowey Collection Facilities to the Interconnect Facilities, any customers that have connected or will connect into Howey'sHowey Collection Facilities shall be Howey's retail customers. Howey shall be the party responsible for discontinuing services to customers provided for hereunder if customers fail to pay bills for said services.

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

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

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

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

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

*~~Drafting note: the CDD remains interested in negotiation of new wholesale rates.~~*



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

(a) ~~(a)~~—The volume may be measured by the CDD at the Point of Connection between the CDD and Howey. After the first of each month, the CDD shall submit an invoice to Howey for treatment services rendered to Howey during the previous month detailing the number of ERUs. Payment of the invoice and the consequences of failure by Howey to pay the invoice timely shall be governed by the Local Government Prompt Payment Act in Part VII of Chapter 218 of Florida Statutes.

(b) The initial rate payable by Howey shall be ~~\$ \_\_\_\_\_ per month per ERU~~ for customers connected to ~~Howey's~~Howey Collection Facilities; ~~shall be \$28.01 per month per ERU.~~ This rate shall remain in effect until the ~~fourth~~first anniversary of effective date of this Agreement ~~unless~~. ~~For the year from the first anniversary of the effective date of this Agreement, the rate payable by Howey shall be \$30.01 per month per ERU. For the year from the second anniversary of the effective date of this Agreement, the rate payable by Howey shall be \$32.01 per month per ERU. Thereafter, rates shall be adjusted in accordance with Section 8.~~

**SECTION 8. CHANGE OF RATES.** ~~CDD elects to conduct, at its expense, a rate study~~For each year after the expiration of the initial rates established in Section 7, the CDD may increase the wholesale rate paid by Howey either:

(a) by a percentage not exceeding the price-increase-or-decrease index established during that year by the Florida Public Service Commission for wastewater utilities as required by Section 367.081(4)(a) of Florida Statutes; or

(b) in accordance with a rate study conducted by the CDD, at its election and expense, for the entire CDD Wastewater System, both inside and outside the boundaries of Howey. The study shall arrive at a ~~uniform retail~~wholesale rate ~~for all retail customers of~~to be paid by Howey, and at the CDD's ~~Wastewater System, and~~election, may consider conversion to a metered rate per thousand gallons of wastewater flow. Upon completion of the rate study, that replacement rate shall be charged ~~uniformly to all CDD retail wastewater customers, and to~~Howey. The wholesale rate to be charged to Howey ~~will be eighty-five percent (85%)~~shall be adjusted using the same methodology and applied to those ~~components~~ of the ~~retail~~rate ~~determined by~~base associated with the study. ~~That replacement rate (and the 85% wholesale rate to be paid by Howey) shall remain in effect for at least the remainder~~acceptance of the ~~four (4) years running from~~wastewater in bulk at the ~~date~~Point of the first building permit issued in the ~~Developments~~.Connection for final transmission, treatment and disposal (i.e., not including costs associated with the CDD collection system, billing, or other costs associated exclusively with CDD Retail Customers).

~~After the fourth anniversary of the effective date of this Agreement either Howey may require the CDD to conduct, or the CDD may elect to conduct, a new rate study to determine both retail and wholesale rates, and such study may consider conversion to a metered rate per thousand gallons of wastewater flow. Howey and the CDD each shall pay one-half (1/2) the cost of this~~

~~second rate study. If neither party requests a rate study at the end of the four-year period, then any future rate studies shall be at the discretion of the CDD and at the expense of the CDD.~~

~~\_\_\_\_\_ (c) \_\_\_\_\_ One of the following firms will be selected to conduct these two rate studies, if they are conducted:~~

- ~~(1) Burton & Associates (Mike Burton);~~
- ~~(2) Brown & Caldwell (Mike Rocca); or~~
- ~~(3) PRMG (Rob Ori) Need new name as Rob Ori has sold this business.;~~

~~or~~

- ~~(4) such other firm that the parties may hereinafter agree to.~~

~~The retail rate determined by the study shall apply uniformly to all the CDD's retail wastewater customers, both inside and outside Howey's boundaries. The wholesale rate to be charged to Howey shall be the wholesale rate determined by the study conducted after the four-year period, and the retail rate charged by Howey to its retail wastewater customers shall be a rate determined by Howey's Town Council to be sufficient to pay the costs of Howey's retail wastewater operation.~~

~~\_\_\_\_\_ (d) \_\_\_\_\_ In all events, at such time as the wholesale rate charged to Howey exceeds \$\_\_\_\_\_ per ERU or, in accordance with the findings of a rate study as provided above, converts to a metered rate per thousand gallons of wastewater flow, and thereafter throughout the term of this Agreement, the CDD shall charge a uniform rate to all its retail wastewater customers, both within the town limits of Howey and outside the town limits, without discrimination. If and when rate studies are conducted from time to time, as allowed by Section 8 and this Section, such studies shall assume, for purposes of calculating Howey's wholesale rate, that the costs incurred by the CDD for administration, billing and collection, capital improvements, and operation and maintenance of its treatment, collection and transmission system not related to providing service to Howey shall be excluded from the wholesale rate.~~

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

~~**SECTION 8. CHANGE OF RATES.** For each year after the expiration of the initial rate established as provided in Section 7, the CDD may increase its retail wastewater rates and the wholesale rate paid by Howey either~~

- ~~(i) \_\_\_\_\_ by a percentage not exceeding the price increase or decrease index established during that year by the Florida Public Service Commission for wastewater utilities as required by Section 367.081(4)(a) **???** of Florida Statutes, or~~

~~(ii) — as determined and calculated by a rate study performed by one of the firms listed in Section 7.~~

**SECTION 9. ASSIGNMENT OF CDD RETAIL WASTEWATER AGREEMENTS.**

The CDD hereby confirms its assignment to Howey by the 2007 Wholesale Agreement of the right to be the retail wastewater service provider for the 2007 Developments and Howey confirms its assumption of such obligations for the 2007 Developments. The CDD retains the right under the CDD Service Agreements to provide wastewater treatment for the 2007 Developments, but only as a wholesale provider to Howey. Howey confirms that the 2007 Developments have purchased and made provision for payment in full of Wastewater Treatment Capacity sufficient for the needs of such customers, and that no other or additional wastewater connection fee, impact fee, service availability fee, or other capital charges whatsoever (however characterized by Howey) shall be due from the 2007 Developments for or on account of the provision of wastewater treatment.

**SECTION 10. RESERVATION AND MAINTENANCE FEES.** ~~In the event that~~ The CDD ~~adopts~~has adopted Reservation and Maintenance Fees (“RAM Fees”) that apply to customers uniformly, both inside and outside the boundaries of Howey, the fees shall be payable by ~~the Developments, and Howey~~ for the amount of Wastewater Treatment Capacity for each ERU reserved under this Agreement that has not been allocated to a connected Howey Retail Customer. The CDD acknowledges and agrees that Howey shall be entitled to receive from Howey all such fee revenues collected, without deduction of any type. Howey shall use reasonable efforts to pass RAM Fees on to collect such fees from its Vested Customers and shall pay the amounts collected to the CDD within 25 days of receipt. Payment of the collected amounts by Howey that is delinquent in remittance to the CDD shall be Governed by the Local Government Prompt Payment Act in Part VII of Chapter 218 of Florida Statutes. Should any customer not pay reservation and maintenance fees, then the CDD shall notify any future customers that have been allocated Wastewater Treatment Capacity but are not a connected Howey, at which time such capacity will be forfeited in accordance with the procedure adopted by the CDD. ~~Retail Customer.~~

**SECTION 11. INDEPENDENT CONTRACTOR RELATIONSHIP; NO LIABILITY FOR HOWEY OR CDD DEBT.**

**11.1.** Neither the CDD nor Howey is or shall be deemed to be an agent of the other, and neither shall have the authority or power to obligate or act for or on behalf of the other. Each is entering into this Agreement as an independent contractor.

**11.2.** The parties agree expressly that (i) the CDD has no obligation whatsoever to creditors of Howey or other third-parties for any existing or future debts or other obligations of Howey of any type or nature, and (ii) Howey has no obligation whatsoever to creditors of the CDD or other third-parties for any existing or future debts or other obligations of the CDD of any type or nature.

**SECTION 12. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties hereto. No right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. To that end, this Agreement is expressly declared to have no third-party beneficiary.

### SECTION 13. ASSIGNMENT AND RIGHT OF FIRST REFUSAL.

**13.1 Assignment.** This Agreement shall be binding on the parties hereto and their representatives, successors, and assigns. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto, which may not be unreasonably withheld.

**13.2 Right of First Refusal.**  ~~*/ to be added ... recite that the Town is willing to enter into this Amended/Restated Agreement in reliance on a ROFR—a separate document—to purchase the treatment facilities if and when the owner/lessor of the treatment plant, Sewer and Water Investments, Inc., decides to sell the plant —*~~

~~(a) CDD does hereby grant unto Howey, a right of first refusal (hereinafter referred to as a “ROFR”) to purchase all of the CDD’s right, title and interest in and to the CDD’s leasehold interest in the Lease between the CDD and Sewer & Water Plant Investments, LLC, a Florida limited liability company (“S&WP”) (the “Lease”), and together with any personal property located on or used in connection with said real property which is owned by the CDD (collectively, the “Property”), subject to and upon the terms and conditions hereinafter set forth.~~

~~During the term of the Agreement, in the event the CDD receives a bona fide written offer from any third party to purchase the Property, which the CDD desires to accept, Howey may elect to purchase the Property at the price and on the terms as are contained in the written offer. The CDD shall give notice to Howey, including delivery to Howey of a true and exact copy of the written offer, and allow Howey sixty (60) calendar days subsequent to Howey’s receipt of such notice within which Howey may elect to purchase the Property from the CDD; and in the event Howey so elects to purchase the Property, by giving notice of such election to the CDD within the sixty (60) calendar day period, the CDD shall sell the Property to Howey at the price and on the same terms and conditions as are contained in the written offer.~~

~~Should Howey, by written notice to the CDD, elect not to exercise the right to purchase, or should Howey fail to notify the CDD of its election to purchase within the aforesaid sixty (60) day calendar period, then, in either of such events, the CDD shall be free to consummate the sale of the Property to the third party submitting the written offer, provided that the sale is closed on and on the same material terms and conditions as are contained in the written offer and provided further that the sale is subject to Section 13.1 above. Should any such sale be consummated, this ROFR shall thereafter be of no further force and effect with respect to the Property subject to the sale. Should any such sale not be consummated as aforesaid, the CDD shall, in the event the CDD subsequently receives any modified or new bona fide written offer from any third party to purchase the Property, again follow the provisions of this Subsection 13.2(a) requiring notice to Howey and opportunity for Howey to purchase the Property. The CDD shall not be obligated to offer to sell or to sell the Property, and the CDD shall not be obligated to disclose to Howey any offer to purchase the Property which the CDD may receive which the CDD, in its sole discretion, does not accept or intend to accept.~~

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

- (i) A transfer to S&WP (or its successor or assign); or
- (ii) Any financing transactions of any nature, including a bond issuance; or
- (iii) Any future expansion or modification of the CDD’s Wastewater System and sale of ERUs generated thereby.

(b) Contemporaneously with the execution of the Agreement, Howey and S&WP have entered into a separate right of first refusal agreement establishing a right of first refusal for Howey with respect to S&WP’s fee simple interest in the Property that is leased to the CDD under the Lease.

**SECTION 14. INDEMNIFICATION.**

**14.1.** Neither party hereto waives its sovereign immunity, except that, consistent with applicable Florida law, including, but not limited to Chapter 768, Florida Statutes, each party shall hold the other harmless for the negligent acts of itself and its officers, agents, and employees, but only to the extent permitted by law.

**14.2.** If service provided hereunder is discontinued to a customer due to failure of the customer to pay for services provided, the party responsible for discontinuing service shall hold the other party harmless as to any and all claims or suits regarding such action.

**SECTION 15. DEFAULT.**

**15.1.** Either party to this Agreement, in the event of or act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including but not limited to injunction to prevent default and specific performance to enforce this Agreement. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

**15.2.** In the event of a default by Howey, the CDD agrees that it will not discontinue service to Howey except in the case of an emergency resulting from a substantial and material default under Section 6 of this Agreement, provided all payments for service required hereunder are made by Howey and until such time as a court of competent jurisdiction has rendered an adjudication of default. In the event Howey disputes amounts payable for service pursuant to this Agreement, Howey shall continue to make such payments under protest. Upon resolution of the protest, CDD shall refund any amounts determined to be overpaid, plus interest at the rate established by the Local Government Prompt Payment Act, Part VII of Chapter 218 of Florida Statutes.

**15.3.** In the event of default by the CDD, Howey is entitled both to all remedies available to customers of the CDD’s water and sewer system, as well as all remedies otherwise provided under this Agreement.

**15.4.** Each of the parties hereto must give the other party written notice of any defaults hereunder and shall allow the defaulting party 30 days from the date of receipt to cure such defaults and shall otherwise comply with state law related to resolving disputes between local governments. If the default cannot be cured within 30 days the defaulting party shall commence the cure within such period and shall complete such cure within a reasonable period thereafter.

**SECTION 16. NOTICES.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand-delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the U.S. mail, postage prepaid, certified mail, return-receipt requested, addressed to a party at the address set forth opposite the party’s name below, or at such other address as the party’s name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

CDD: Mr. Bud Beucher  
Central Lake Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

with a copy to: George S. Flint  
District Manager  
Central Lake Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

and: ~~Daniel B. Harrell~~ District Counsel  
~~Gonano & Harrell~~ Stone & Gerken, P.A.  
\_\_\_\_\_  
1600 S. Federal Highway, Suite 200  
\_\_\_\_\_  
Fort Pierce 4850 N. Hwy 19A  
\_\_\_\_\_  
Mount Dora, Florida 34950-32757

HOWEY: Sean O’Keefe  
Town Manager  
(101 North Palm Ave. 34737)  
P. O. Box 128  
Howey-in-the-Hills, Florida 34737

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

**SECTION 17. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

**SECTION 18. RECORDATION.** The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Lake County at the expense of the parties, said expense to be shared equally.

**SECTION 19. TIME OF THE ESSENCE.** Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**SECTION 20. APPLICABLE LAW.** This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**SECTION 21. FORCE MAJEURE.** In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to an Act of God or of the public enemy, war, state or national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, pandemic, or other casualty or disaster or catastrophe, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, such party shall not be liable for such non-performance.

**SECTION 22. EFFECTIVE DATE, TERM, AND TERMINATION.** This Agreement shall be effective as of the date last executed by the parties (“Effective Date”). This Agreement shall continue in full force and effect in perpetuity unless and until a party exercises its right to terminate this Agreement as follows:

- 22.1 Neither party may terminate this Agreement effective as of a date prior to ~~January 1, 2055~~September 30, 2060.
- 22.2 Howey may terminate this Agreement as of the date stated in a written notice of the termination delivered by Howey to the CDD no less than 60 full calendar months before the stated date of termination.
- 22.3 The CDD may terminate this Agreement as of the date stated in a written notice of the termination delivered by the CDD to Howey no less than 120 full calendar months before the stated date of termination.

As of the date of such termination, both parties shall be fully discharged from obligations under this Agreement except for amounts payable and remaining unpaid as of the date of termination.

~~*Drafting note: CDD suggests the term consist of XX years “following the last customer” hooked up to the system.*~~

**SECTION 23. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENT.** The 2007 Wastewater Agreement and the 2012 Wastewater Agreement are terminated. This instrument constitutes the amended and restated agreement between the parties in its entirety and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement except the School Board Agreement, which remains in effect. Amendments to and waivers of the provisions herein may be made only by the parties in writing, by formal waiver or amendment approved by majority vote of both Howey’s Town Council and the CDD’s Board of Supervisors.

**SECTION 24. EXERCISE OF POLICE POWER.** This Agreement must not be construed to require Howey to exercise its police power. Nothing herein acts as a waiver of Howey’s authority to require a permit, license, certificate, rezoning, exception, variance, or other approval under Howey’s Town Charter, Code of Ordinances, and Land Development Code.

**SECTION 25. RESERVE EFFORTS OF PARTIES.** The CDD and Howey will each use good faith in their dealings to give effect to the intent of this Agreement. Howey shall enact such ordinances and resolutions, and the CDD shall enact such resolutions and rules, as are necessary or desirable to achieve the purposes hereof including, but not limited to, establishing the payment of contributions in aid of construction as a condition to issuance of certain development approvals as described herein. Neither Party shall enter into an interlocal agreement, interlocal service boundary agreement, joint planning agreement, or similar arrangement, nor enforce a provision of any of the foregoing which may now be in effect, which is contrary to the purposes and intent of this Agreement.

~~*[ Drafting note: the CDD wants to explore an agreement with the Town whereby, for potable water service for a 260-acre future development south of Mission Inn and north of No. 2 Road, west of the citrus plant, the Town would be the “wholesale” water utility and the CDD would be the “retail” water utility—the opposite of this wastewater arrangement. ]*~~

**SECTION 26. PUBLIC RECORDS.** The CDD and Howey both shall comply fully with all applicable requirements of Chapter 119 of Florida Statutes regarding public records.

**SECTION 27. NO EXCLUSIVITY.** Except as set forth herein, the Town may provide wastewater treatment and disposal services, or may contract with others to provide wastewater treatment and disposal services, to the Future Development. The CDD has no right of exclusivity in providing such services except as expressly set forth in this Agreement.



~~SECTION 28. ANNEXATION OF PARCELS SERVED. As part of an agreement to provide water or wastewater service to a developer or property owner that desires to connect to Howey's water and/or wastewater collection system, Howey may require an agreement with a condition that the property owner consents to annexation of the property into the Town of Howey in the Hills at such time it is legally able.~~

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Agreement on the date and year first above written.

*[ Signatures on the following page ]*

**CENTRAL LAKE COMMUNITY  
DEVELOPMENT DISTRICT**

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

By: Board of Supervisors  
\_\_\_\_\_  
Mr. Bud Beucher, Chairman

Approved as to form and correctness:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST WITH SEAL

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

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

By: Town Council  
\_\_\_\_\_  
Mayor Martha Macfarlane

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

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

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, ~~2021~~2024, by BUD BEUCHER as Chairman of CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT, Board of Supervisors. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC—STATE OF FLORIDA

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, ~~2021~~2024, by MAYOR MARTHA MACFARLANE as Mayor of TOWN OF HOWEY-IN-THE-HILLS, Town Council. She is personally known to me or has produced \_\_\_\_\_ as identification.

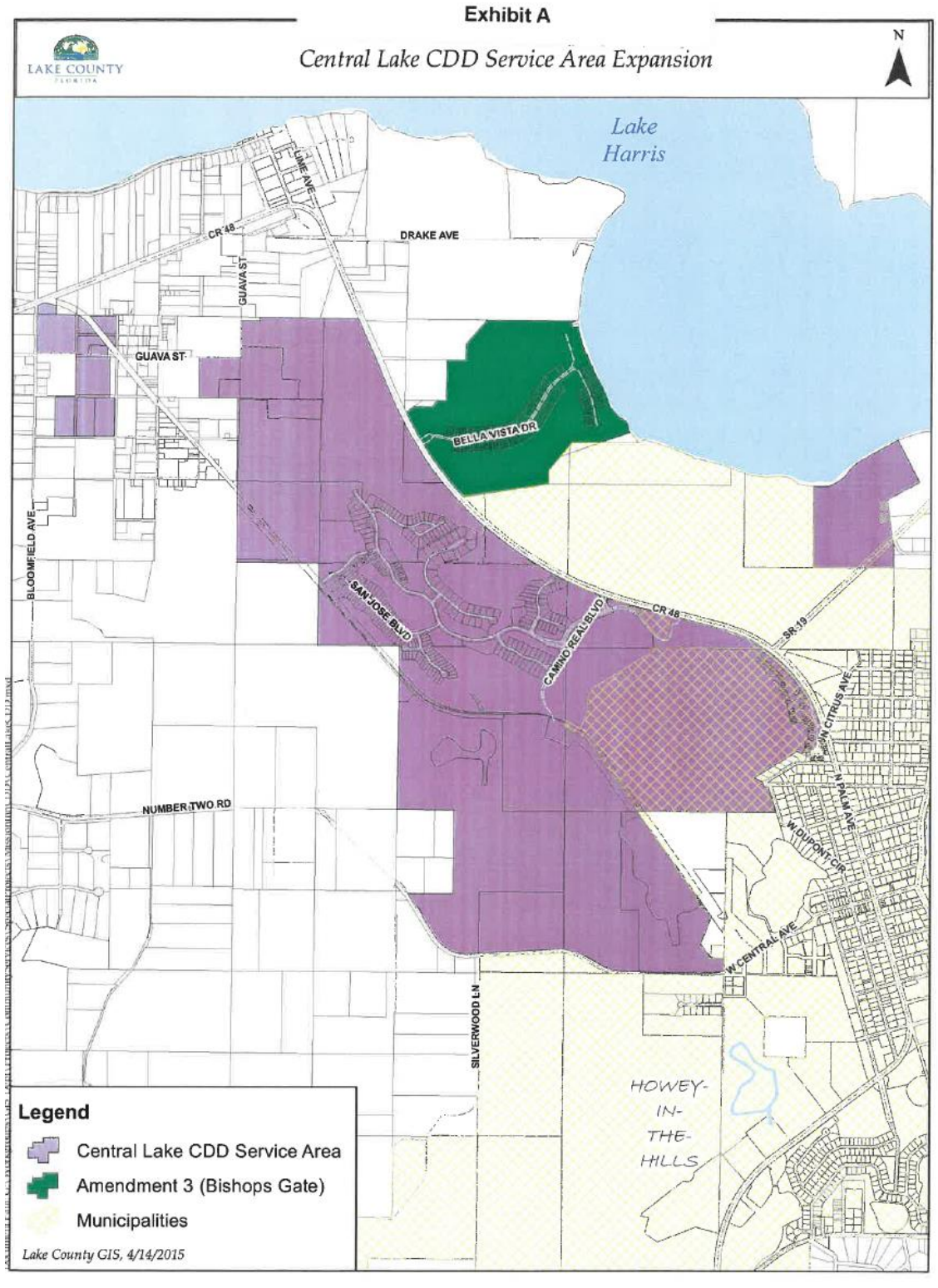
\_\_\_\_\_  
NOTARY PUBLIC—STATE OF FLORIDA

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

### EXHIBIT A

### [Map of Howey 180 Utility CDD Retail Service Area Territory]



**EXHIBIT B**

~~[Legal descriptions of the Remaining 2007 Developments]~~

**[Map of Howey 180 Utility Service Area]**

**EXHIBIT C**

**[Legal descriptions of the Vested 2007 Developments]**

**EXHIBIT D**

**[Legal Description of the 2012 Development]**

**~~EXHIBIT D~~**

**~~[Remaining 2007]~~EXHIBIT E**

**[Vested] Developments and Reserved Capacity]**

#45374066 v12

**EXHIBIT F**

**[Unauthorized Hookups]**



**MEMO**

To: Town Council

CC:

From: John Brock, Town Clerk

RE: September 2024 Month-End Town Hall Report

Date: 10/04/2024

**Utility Billing:**

Top Utility Bill Bad Debt for September 2024

account	last_payment_amount	last_payment_date	comments	current_charges	past_due_amount	service_address
0285-00	\$310.31	08/02/23	Disconnected for non-payment. Water meter is locked. Will Lien. House is empty.	\$55.99	\$724.83	504 E Mission Lane
0319-00	\$200.00	9/3/2024	Resident is making payments for the past due amount due to leak.	\$77.15	\$379.64	1009 N Hamlin Ave
0533-00	\$150.00	09/13/24	Disconnected for non-payment. Remains locked. House for sale. Will Lien	\$94.67	\$312.59	600 E Revels Road
0541-00	\$50.00	09/04/24	Partial payments being made. Phone #s on file not in service. Bank paying \$50 each month. House is empty.	\$77.15	\$299.55	503 Camino Real Blvd
1491-00	103.38	08/16/24	Disconnectd for non-payment	\$184.13	\$123.15	566 Via Bella Ct - Potable
1061-00	\$123.15	08/26/24	Disconnectd for non-payment	\$184.13	\$134.13	201 Messina PI - Potable
0898-00	\$98.71	8/26/2024	Disconnected for non-payment	\$155.81	\$87.05	219 Messina PI - Irrigation
0558-00	\$160.68	7/24/2024	Disconnected for non-payment	\$133.53	\$77.15	904 Camino Real Blvd
1062-00	\$116.95	8/26/2024	Disconnected for non-payment	\$119.10	\$73.97	201 Messina PI - Irrigation

**Building Permits:**

Item 11.

PERMITS	TOTAL Q1	TOTAL Q2	TOTAL Q3	July 24	August 24	Sept 24	TOTAL Q4
Talichet - SFR	1	0	0	0	0	0	0
Venezia TH SFR	16	17	17	8	0	0	8
Independent - SFR	0	1	1	0	0	0	0
Bldg Com. (Sign)	0	0	0	0	0	1	1
Building	3	3	3	3	2	6	11
Doors	0	2	3	1	3	0	4
Electrical	2	0	0	1	1	0	2
Fence	5	5	7	23	1	1	25
Gas	1	1	1	0	0	0	0
HVAC / Mechanical	3	3	4	1	3	5	9
Plumbing	1	1	2	1	0	4	5
Pool/Decks	2	0	1	1	1	1	3
Re-Roof	13	3	10	2	3	3	8
Screen Enclosure	1	4	1	1	1	0	2
Sheds	1	1	1	1	1	1	3
Solar	6	3	11	6	2	1	9
Windows	2	4	5	1	1	1	3
<b>Monthly Totals</b>	<b>57</b>	<b>48</b>	<b>67</b>	<b>50</b>	<b>19</b>	<b>24</b>	<b>93</b>
<i>Monthly Permit Amount</i>	<i>\$237,420.02</i>	<i>\$214,634.18</i>	<i>\$237,653.66</i>	<i>\$120,247.67</i>	<i>\$7,303.03</i>	<i>\$8,498.14</i>	<i>\$136,048.84</i>
CO: Talichet - SFR	5	9	2	0	0	0	0
CO: Venezia Townhome	29	9	20	12	0	6	18
CO:Independent - SFR	0	0	0	0	0	0	0



# Activity Log Event Summary (Cumulative Totals)

Howey-in-the-Hills PD  
(09/01/2024 - 09/30/2024)

<No Event Type Specified>	1	Abandoned 911	5
Alarm Activation	8	Alarm Activation - Business	1
Animal Complaint	2	Anti-Social Behavior	40
Arrest	4	Assault & Battery	3
Assist other Agency- Alarms	2	Assist other Agency- Back-up	5
Assist other Agency- Child Services	1	Assist other Agency- In Progress calls	6
Assist other Agency- Medical Call	1	Assist other Agency- Other	4
Assist other Agency- Traffic	8	Attempt to Contact	2
Baker Act	2	Be on the look-out- BOLO	5
Case Follow-Up	1	Citizen Assist	8
Civil Complaint-Legal Advice	3	Disabled Vehicle - Business	1
Disabled Vehicle (DAV)	10	Disturbance	1
Found / Lost Property	3	Golf Cart Registration	2
Harassing / Obscene Phone Calls	1	Mental Health Illness	2
Patrol	162	Patrol-School	186
Property Check SRO	29	Property Check-Boat Ramp	28
Property Check-Business	45	Property Check-Residence	12
Property Check-Schools/Govt. Bldg.	31	Property Check-Town Property	101
Public Relations	13	Reckless Driver	4
Road Hazard	2	Sick/Injured Person	5
Solicitor Complaint	3	Special Detail	1
Suspicious Incident	3	Suspicious Person	4
Suspicious Vehicle	2	Traffic Control	1
Traffic Crash	3	Traffic Stop-Civil Citation	83
Traffic Stop-Criminal Citation	6	Traffic Stop-warning	57
Traffic Watch	58	VIN Verification	2

**Total Number Of Events: 973**



# Town Council Closed Monthly Case Report

09/01/2024 - 09/30/2024

Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	406 S PALM AVE	Vehicle (Boat) For Sale in front yard	Parking	9/19/2024	9/23/2024
Closed	481 BELLISSIMO PL	Tree Permit	Zoning Chapter 7	9/13/2024	9/13/2024
Closed	601 N LAKESHORE BLVD	Temporary Carport/Cover	Zoning Chapter 5	9/11/2024	9/13/2024
Closed	309 N LAKESHORE BLVD	Temporary Carport/Cover	Zoning Chapter 5	9/11/2024	9/13/2024
Closed	215 E LAUREL AVE	Temporary Carport/Cover	Zoning Chapter 5	9/11/2024	9/13/2024
Closed	126 E PALMETTO AVE	Temporary Carport/Cover	Zoning Chapter 5	9/11/2024	9/13/2024
Closed	1115 N LAKESHORE BLVD	Temporary Carport/Cover	Zoning Chapter 5	9/10/2024	9/13/2024
Closed	207 E ORCHID WAY	Temporary Carport/Cover	Zoning Chapter 5	9/10/2024	9/13/2024
Closed	508 N FLORIDA AVE	Temporary Carport/Cover	Zoning Chapter 5	9/10/2024	9/13/2024
Closed	608 S DIXIE DR	Temporary Carport/Cover	Zoning Chapter 5	9/10/2024	9/13/2024
Closed	403 S DIXIE DR	Temporary Carport/Cover	Zoning Chapter 5	9/10/2024	9/13/2024
Closed	406 S FLORIDA AVE	Temporary Carport & Cover	Zoning Chapter 5	9/10/2024	9/30/2024
Closed	611 S DIXIE DR	Temporary Carport & Cover	Zoning Chapter 5	9/10/2024	9/13/2024
Closed	602 NAPOLI WAY	Temporary Carport	Zoning Chapter 5	9/9/2024	9/27/2024
Closed	667 AVILA PL	Tree Permit	Zoning Chapter 7	9/4/2024	9/24/2024

Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	126 E CYPRESS AVE	Junk/Rubbish	Property Maintenance	9/3/2024	9/18/2024
Closed	108 E CYPRESS AVE	Tree Permit	Zoning Chapter 7	9/3/2024	9/23/2024
Closed	409 W CENTRAL AVE	Junk	Garbage	8/28/2024	9/3/2024
Closed	607 S FLORIDA AVE	Tree Debris	Property Maintenance	8/22/2024	9/18/2024
Closed	206 MARILYN AVE	Accumulation of Rubbish	Property Maintenance	8/14/2024	9/3/2024
Closed	407 E ORCHID WAY	No Building Permit	Permits	8/8/2024	9/16/2024
Closed	109 W MAGNOLIA AVE	No Tree Permit	Zoning Chapter 7	6/26/2024	9/24/2024
Closed	10400 COUNTY ROAD 48	Outside Storage	Zoning Chapter 5	2/26/2024	9/18/2024
Closed	608 S FLORIDA AVE	Junk	Property Maintenance	2/21/2024	9/4/2024
Closed	SIXTH AVE	No Fence Permit	Zoning Chapter 5	10/31/2023	9/6/2024

Total Records: 25

10/1/2024



# Town Council Open Monthly Case Report

09/01/2024 - 09/30/2024

Case Date	Parcel Address	Violation Type	Violation Type	Main Status	Date Closed
9/27/2024	556 AVILA PL	No Building Permit	Permits	Open	
9/23/2024	562 Via Bella Ct.	Storm Water - No Silt Fence	Storm Water	Open	
9/19/2024	406 S PALM AVE	Vehicle (Boat) For Sale in front yard	Parking	Closed	9/23/2024
9/13/2024	481 BELLISSIMO PL	Tree Permit	Zoning Chapter 7	Closed	9/13/2024
9/11/2024	601 N LAKESHORE BLVD	Temporary Carport/Cover	Zoning Chapter 5	Closed	9/13/2024
9/11/2024	309 N LAKESHORE BLVD	Temporary Carport/Cover	Zoning Chapter 5	Closed	9/13/2024
9/11/2024	215 E LAUREL AVE	Temporary Carport/Cover	Zoning Chapter 5	Closed	9/13/2024
9/11/2024	126 E PALMETTO AVE	Temporary Carport/Cover	Zoning Chapter 5	Closed	9/13/2024
9/10/2024	1115 N LAKESHORE BLVD	Temporary Carport/Cover	Zoning Chapter 5	Closed	9/13/2024
9/10/2024	207 E ORCHID WAY	Temporary Carport/Cover	Zoning Chapter 5	Closed	9/13/2024
9/10/2024	116 E CROTON WAY	Temporary Carport/Cover	Zoning Chapter 5	Open	
9/10/2024	302 W DUPONT CIR	Temporary Carport/Cover	Zoning Chapter 5	Open	
9/10/2024	508 N FLORIDA AVE	Temporary Carport/Cover	Zoning Chapter 5	Closed	9/13/2024
9/10/2024	608 S DIXIE DR	Temporary Carport/Cover	Zoning Chapter 5	Closed	9/13/2024
9/10/2024	403 S DIXIE DR	Temporary Carport/Cover	Zoning Chapter 5	Closed	9/13/2024

Case Date	Parcel Address	Violation Type	Violation Type	Main Status	Date Closed
9/10/2024	406 S FLORIDA AVE	Temporary Carport & Cover	Zoning Chapter 5	Closed	9/30/2024
9/10/2024	611 S DIXIE DR	Temporary Carport & Cover	Zoning Chapter 5	Closed	9/13/2024
9/9/2024	602 NAPOLI WAY	Temporary Carport	Zoning Chapter 5	Closed	9/27/2024
9/4/2024	667 AVILA PL	Tree Permit	Zoning Chapter 7	Closed	9/24/2024
9/3/2024	126 E CYPRESS AVE	Junk/Rubbish	Property Maintenance	Closed	9/18/2024
9/3/2024	108 E CYPRESS AVE	Tree Permit	Zoning Chapter 7	Closed	9/23/2024

**Total Records: 21**

**10/1/2024**



## Public Utilities

### September 2024– Monthly Report

Activity	Location/ Address	Notes
Service orders	Throughout Town	Fifty-eight service orders
Utility locates	Throughout Town	Thirty-six utility locates.
Repairs	Mission Inn and Lakeshore	Line break at 604 mission lane and valve break and replacement on North Lakeshore drive. Replaced valve and will be replacing fire hydrant.



# Public Works

## September 2024 – Monthly Report

Activity	Location/ Address	Notes
Road Maintenance / Potholes	E. Gardenia St. & S. Lakeshore Blvd.	PW Staff patched potholes and filled in washout on the edge of the road.
Stormwater/Drainage		
Street Signs	N. Valencia Ave & Orchid Way	PW Staff replaced broken post and stop sign
Sidewalk Maintenance/Repair		
Building Maintenance	Police Department  Town Hall	PW Staff fixed main Police entrance door PW Staff replaced batteries on the Push Button by main entrance of the Police Station PW Staff fixed door latch at Town Hall PW Staff installed “No Pets Allowed” sign at Town Hall PW Staff replaced door peep sights at Town Hall
Grounds Maintenance	All Parks	PW Staff cleaned Park Signs
Tree Trimming/Tree Removal/Stump Removal	102 S Palm Ave 109 E Cypress Ave	PW Staff trimmed trees in front of Hair Salon PW Staff picked up limbs in ROW
Mowing/Weed Eating	Main Water Plant Well # 3 Lakeshore Blvd Cemetery Blevins Park	Monthly Maintenance mowing, weed eating and edging. Monthly Mowing of Town Right of Way 9 Acre – Town Owned Parcel
Pre-Grade Inspections Landscape/Irrigation Inspections Sidewalk Inspections	Talichet  Talichet 2  Venezia Townhomes  In Field Lots  109 W Magnolia Ave	0 – Pre-Grade Inspection - SFR 0 – Final Lot Grading Inspection - SFR 0 – Final Landscape Inspection - SFR 0 – Sidewalk Inspection – SFR  0 – Pre-Grade Inspection – SFR 0 – Final Lot Grading Inspection 0 – Final Landscape Inspection 0 – Sidewalk Inspection  0 – Pre-Grade Inspections – Town Home 6 – Final Lot Grading Inspection – Town Home 6 – Final Landscape Inspection – Town Home 6 – Sidewalk Inspection – Town Home  0 – Final Lot Grading Inspection  1 – Pre-Grade Inspection
Lot Grading Plan Reviews Landscape/Irrigation Plan Reviews	Talichet Phase 2 Venezia Town Homes	0 – Lot Grading Plan/Landscape/Irrigation Reviews 0 – Lot Grading Plan Reviews

## Additional Updates:

- **Sara Maude Mason Nature Preserve Nature Trail remains closed to the public:**
  - The boardwalk will stay closed. (During Construction)
  - The Contractor has started rebuilding the boardwalk.
  
- **Pine Park Update:**
  - Trees have been removed; new sign has been installed.
  - Driveway Installation is on hold. (Until Further Notice)
  
- **LCWA Stormwater Grant Update:**
  - The Public Works Director is in contact with LCWA for all grant reports and requirements.
  - The Town Engineer completed the survey for the Project Site to determine the high-water line, wetland delineation.
  - The Town Engineer has completed an update design.
  - Stormwater Project RFP will be open October 2024.
  
- **FDEM Lift Station #1 and Lift Station #2 Bypass Pump Grant Update:**
  - The Public Works Director is working with FDEM on both grant applications during the grant review process.
  - The Public Works Director is in contact with FDEM staff to provide additional documents and information needed during the review process.
  
- **N. Citrus Avenue Update:**
  - The survey has been completed; the Town has received a signed copy of the survey.
  - The Town Engineer has completed the Road Design Plan.
  - Town Manager and PW Director are working with residents on right of way and replat.
  - The Town Surveyor has started the replat.
  - Paqco Paving has been awarded the Road Reconstruction Project: Start Date TBD





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

**Statistics for September 2024:**

Digital: 323, KOHA: 1,808 **Total:** 2,131. Items borrowed from other libraries: 463, items loaned to other libraries: 394. There were 56 computer sessions in September. Cloud library, which will be replacing Libby within the year had 231 checkouts. 14 residents received new library cards. A total of 4,697 residents visited the library in September.

**Lake County Library System Update:**

The process of switching internet providers from Summit to Comcast is still ongoing. Lindsay Platt has been hired as the Associate Director to George Taylor. BCC has approved the interlocal agreement. Each library will receive a base payment of \$30,000 this fiscal year.

**Funds collected for September:**

**Copies/Fax:** \$27.20 **Fines:** \$91.85 **Total:** \$119.05

**Activities during the month of September:**

September was the beginning of chair yoga at the library. The class is sponsored by the Friends of the Library. The class is being taught by Shawn Johnson, a certified yoga instructor and has been well received. Approximately 12 patrons participate each Tuesday at 10am. Programs that were off for the summer have started once again.

**Total Program Attendance for September:** 321 patrons.

Respectively Submitted,

Tara Hall  
Library Director

1 GENERAL FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
<b>310000 TAXES</b>					
311100 Ad Valorem Taxes	0.00	1,375,871.67	1,337,378.00	-38,493.67	103 %
311200 Tax Certificate Sale	0.00	60.00	0.00	-60.00	** %
314100 U.S.T. - Electricity	38.87	153,400.25	157,000.00	3,599.75	98 %
314300 U.S.T. - Water	0.00	61,209.93	84,879.00	23,669.07	72 %
314400 U.S.T. - Gas	0.00	2,591.77	0.00	-2,591.77	** %
314800 U.S.T. - Propane	80.45	1,097.74	2,500.00	1,402.26	44 %
315100 CST - Communications Services Tax	0.00	64,248.35	68,000.00	3,751.65	94 %
<b>Account Group Total:</b>	<b>119.32</b>	<b>1,658,479.71</b>	<b>1,649,757.00</b>	<b>-8,722.71</b>	<b>101 %</b>
<b>320000 LICENSES AND PERMITS</b>					
321100 Town Business Tax Receipt	1,580.00	3,567.50	2,200.00	-1,367.50	162 %
322201 Developer Fees Pd to Town	0.00	33,283.07	117,500.00	84,216.93	28 %
322202 Variance Fees	0.00	4,200.00	8,000.00	3,800.00	53 %
322205 DRC Fees	0.00	400.00	0.00	-400.00	** %
323100 Franchise Fee - Electric	0.00	103,042.31	110,000.00	6,957.69	94 %
323202 Franchise Fee - Sprint Tower Lease	3,386.00	39,846.22	39,440.00	-406.22	101 %
323400 Franchise Fee - Gas	429.63	3,738.80	5,000.00	1,261.20	75 %
323700 Franchise Fee - Solid Waste	148.02	1,714.35	1,700.00	-14.35	101 %
329100 Inspection Fees Collected Due Contractor	0.00	2,590.00	0.00	-2,590.00	** %
329500 Cemetery Fees-Permits	0.00	25.00	50.00	25.00	50 %
<b>Account Group Total:</b>	<b>5,543.65</b>	<b>192,407.25</b>	<b>283,890.00</b>	<b>91,482.75</b>	<b>68 %</b>
<b>330000 INTERGOVERNMENTAL REVENUE</b>					
331500 Federal Grant - Economic Environment - FEMA	0.00	0.00	20,000.00	20,000.00	0 %
331750 Marianne Beck Library, E-Rate	0.00	8,100.00	16,200.00	8,100.00	50 %
332700 ARPA Funds, Federal, Library	0.00	0.00	3,467.00	3,467.00	0 %
334200 State Grant - Public Safety	0.00	4,640.57	7,000.00	2,359.43	66 %
335125 State Revenue Sharing Proceeds	0.00	62,865.59	66,389.00	3,523.41	95 %
335150 SRS - Alcoholic Beverage License	0.00	1,419.38	2,800.00	1,380.62	51 %
335180 SRS- Local Govt. 1/2 Cent Sales Tax	0.00	119,849.25	129,847.00	9,997.75	92 %
337310 Lake County Water Authority Grant -	0.00	0.00	82,280.00	82,280.00	0 %
337710 Library Interlocal Agreement	661.20	47,982.34	47,556.00	-426.34	101 %
337720 Library Expansion - Impact Fees Funds	0.00	1,318.38	20,707.00	19,388.62	6 %
338200 Lake County Business Tax Receipt	0.00	0.00	500.00	500.00	0 %
338900 Interest from Tax Collector	0.00	9.64	10.00	0.36	96 %
<b>Account Group Total:</b>	<b>661.20</b>	<b>246,185.15</b>	<b>396,756.00</b>	<b>150,570.85</b>	<b>62 %</b>
<b>340000 Charges for Services</b>					
341901 Public Record Requests	0.00	242.00	300.00	58.00	81 %
341903 Smoker Rental - non refundable	100.00	450.00	600.00	150.00	75 %
341920 Lien Search Charges	350.00	3,732.00	5,000.00	1,268.00	75 %
342910 School Resource Officer Services	0.00	196,018.32	192,623.00	-3,395.32	102 %
342960 Outside Security Services	880.00	9,075.00	12,000.00	2,925.00	76 %
343920 Boat Ramp Decals	70.00	4,370.00	4,000.00	-370.00	109 %
343930 Golf Cart Permits	50.00	710.00	1,000.00	290.00	71 %
343999 Miscellaneous Sales	0.00	892.13	900.00	7.87	99 %
344990 State Reimbursement, Street Lighting	0.00	12,796.55	5,768.00	-7,028.55	222 %
347100 Library - Fees	73.30	4,036.30	0.00	-4,036.30	** %
347101 Library copies/Faxes	85.45	858.05	1,500.00	641.95	57 %
347400 Service Charge - Special Events	35.00	190.00	400.00	210.00	48 %

1 GENERAL FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
<b>Account Group Total:</b>	<b>1,643.75</b>	<b>233,370.35</b>	<b>224,091.00</b>	<b>-9,279.35</b>	<b>104 %</b>
350000 FINES AND FORFEITS					
351100 Court Fines & Forfeits	0.00	6,027.68	20,000.00	13,972.32	30 %
352100 Library - Fines	0.00	750.09	800.00	49.91	94 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>6,777.77</b>	<b>20,800.00</b>	<b>14,022.23</b>	<b>33 %</b>
360000					
361100 Interest Earnings	0.00	77,266.20	80,000.00	2,733.80	97 %
363400 Pd Vest Grant	0.00	0.00	3,500.00	3,500.00	0 %
363407 State Law Enforce Grant-PD Equip	0.00	0.00	165,858.00	165,858.00	0 %
364100 Sale - Cemetery Lots	0.00	25.00	1,000.00	975.00	3 %
366920 Donations - Police Dept.	0.00	419.25	172.00	-247.25	244 %
366930 Donation Historic Board	0.00	0.00	500.00	500.00	0 %
366980 Donations - General	0.00	40.00	0.00	-40.00	** %
366990 Donations - Special Events	620.01	18,030.01	17,340.00	-690.01	104 %
369300 SETTLEMENTS	8,096.89	8,237.38	500.00	-7,737.38	*** %
369400 Insurance Refund	500.00	21,269.56	8,876.00	-12,393.56	240 %
369900 Miscellaneous Revenue	0.00	498.39	0.00	-498.39	** %
369901 Reimbursement of Electricity Expense	0.00	144.53	0.00	-144.53	** %
369910 Police Fees Collected	1,260.10	7,868.56	300.00	-7,568.56	*** %
<b>Account Group Total:</b>	<b>10,477.00</b>	<b>133,798.88</b>	<b>278,046.00</b>	<b>144,247.12</b>	<b>48 %</b>
380000 OTHER SOURCES					
389900 Use Of Fund Balance	0.00	0.00	126,729.00	126,729.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>126,729.00</b>	<b>126,729.00</b>	<b>0 %</b>
390000					
399999	0.00	9,775.00	0.00	-9,775.00	** %
<b>Account Group Total:</b>	<b>0.00</b>	<b>9,775.00</b>	<b>0.00</b>	<b>-9,775.00</b>	<b>** %</b>
<b>Fund Total:</b>	<b>18,444.92</b>	<b>2,480,794.11</b>	<b>2,980,069.00</b>	<b>499,274.89</b>	<b>83 %</b>

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120 POLICE ADVANCED TRAINING FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
350000 FINES AND FORFEITS					
351130 Local Law Enforcement Education	0.00	885.17	3,000.00	2,114.83	30 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>885.17</b>	<b>3,000.00</b>	<b>2,114.83</b>	<b>30 %</b>
<b>Fund Total:</b>	<b>0.00</b>	<b>885.17</b>	<b>3,000.00</b>	<b>2,114.83</b>	<b>30 %</b>

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130 TREE FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
350000 FINES AND FORFEITS					
354300 Code Enforcement Tree Fine	0.00	0.00	1,000.00	1,000.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0 %</b>

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140 WATER IMPACT FEE FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
320000 LICENSES AND PERMITS					
322306 Water Impact Fees	0.00	192,200.02	162,653.00	-29,547.02	118 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>192,200.02</b>	<b>162,653.00</b>	<b>-29,547.02</b>	<b>118 %</b>
330000 INTERGOVERNMENTAL REVENUE					
334310 State Grant - Water Supply System	0.00	640,452.45	853,078.00	212,625.55	75 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>640,452.45</b>	<b>853,078.00</b>	<b>212,625.55</b>	<b>75 %</b>
380000 OTHER SOURCES					
389900 Use Of Fund Balance	0.00	0.00	673,269.00	673,269.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>673,269.00</b>	<b>673,269.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>0.00</b>	<b>832,652.47</b>	<b>1,689,000.00</b>	<b>856,347.53</b>	<b>49 %</b>

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141 PARKS & REC IMPACT FEE FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
320000 LICENSES AND PERMITS					
322303 Parks & Rec Impact Fees	0.00	60,639.48	50,000.00	-10,639.48	121 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>60,639.48</b>	<b>50,000.00</b>	<b>-10,639.48</b>	<b>121 %</b>
380000 OTHER SOURCES					
384000 Loan Proceeds	0.00	0.00	300,000.00	300,000.00	0 %
389900 Use Of Fund Balance	0.00	0.00	330,000.00	330,000.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>630,000.00</b>	<b>630,000.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>0.00</b>	<b>60,639.48</b>	<b>680,000.00</b>	<b>619,360.52</b>	<b>9 %</b>

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142 POLICE IMPACT FEE FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
320000 LICENSES AND PERMITS					
322302 Police Impact Fees	0.00	64,594.25	53,000.00	-11,594.25	122 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>64,594.25</b>	<b>53,000.00</b>	<b>-11,594.25</b>	<b>122 %</b>
<b>Fund Total:</b>	<b>0.00</b>	<b>64,594.25</b>	<b>53,000.00</b>	<b>-11,594.25</b>	<b>122 %</b>



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143 ROAD IMPACT FEE FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
320000 LICENSES AND PERMITS					
322311 Road Impact Fees	0.00	0.00	1.00	1.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0 %</b>

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144 WASTEWATER IMPACT FEE FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
320000 LICENSES AND PERMITS					
322308 Sewer Impact Fee	0.00	0.00	1.00	1.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0 %</b>

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145 STORMWATER IMPACT FEE FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
320000 LICENSES AND PERMITS					
322312 Stormwater Impact Fees	0.00	0.00	1.00	1.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0 %</b>

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150 INFRASTRUCTURE FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
310000 TAXES					
312300 County Ninth-Cent Gas Tax	1,002.54	12,322.20	10,000.00	-2,322.20	123 %
312410 L.F.T. - First (1 to 6 Cents)	0.00	40,995.18	42,933.00	1,937.82	95 %
312630 Discretionary Sales Surtax - Infrastructure	0.00	205,058.74	220,422.00	15,363.26	93 %
<b>Account Group Total:</b>	<b>1,002.54</b>	<b>258,376.12</b>	<b>273,355.00</b>	<b>14,978.88</b>	<b>95 %</b>
<b>Fund Total:</b>	<b>1,002.54</b>	<b>258,376.12</b>	<b>273,355.00</b>	<b>14,978.88</b>	<b>95 %</b>

155 BUILDING SERVICES FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
320000 LICENSES AND PERMITS					
322100 Zoning Permit Application Fees	105.00	3,665.99	5,000.00	1,334.01	73 %
322101 Plan Review (Bldg Inspector - 100%)	0.00	681.31	5,000.00	4,318.69	14 %
322102 Admin Fee (Town - 100%)	0.00	675.28	5,000.00	4,324.72	14 %
322304 Inspection Fees Collected Due Contr	5,966.97	254,706.95	300,000.00	45,293.05	85 %
322305 Permits Town %	4,679.97	213,585.62	201,865.00	-11,720.62	106 %
322307 Fees Income - DCA/DBPR	178.57	8,189.72	8,000.00	-189.72	102 %
<b>Account Group Total:</b>	<b>10,930.51</b>	<b>481,504.87</b>	<b>524,865.00</b>	<b>43,360.13</b>	<b>92 %</b>
380000 OTHER SOURCES					
389900 Use Of Fund Balance	0.00	0.00	59,056.00	59,056.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>59,056.00</b>	<b>59,056.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>10,930.51</b>	<b>481,504.87</b>	<b>583,921.00</b>	<b>102,416.13</b>	<b>82 %</b>

401 WATER/SANITATION FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
<b>310000 TAXES</b>					
314300 U.S.T. - Water	7,282.02	22,278.68	0.00	-22,278.68	** %
<b>Account Group Total:</b>	<b>7,282.02</b>	<b>22,278.68</b>	<b>0.00</b>	<b>-22,278.68</b>	<b>** %</b>
<b>330000 INTERGOVERNMENTAL REVENUE</b>					
334310 State Grant - Water Supply System	0.00	0.00	4,250,000.00	4,250,000.00	0 %
334351 State Grant - Sewer	0.00	0.00	386,250.00	386,250.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>4,636,250.00</b>	<b>4,636,250.00</b>	<b>0 %</b>
<b>340000 Charges for Services</b>					
343310 Water Sales	74,874.50	855,519.15	893,459.00	37,939.85	96 %
343350 FEES- NEW CON	0.00	77,543.70	68,200.00	-9,343.70	114 %
343400 Recycling	0.00	0.00	2,000.00	2,000.00	0 %
343410 Water Sys Improvement Fee	10,381.33	120,617.71	120,680.00	62.29	100 %
343500 Sanitation Revenue	29,229.35	336,131.02	349,647.00	13,515.98	96 %
343505 Sewer	-5.69	-7.11	0.00	7.11	** %
343515 Waste Water, CDD	11,654.58	124,852.96	120,000.00	-4,852.96	104 %
343525 Waste Water, Town	10,151.31	109,121.36	106,000.00	-3,121.36	103 %
343600 Penalty Charges	1,672.92	19,686.87	20,500.00	813.13	96 %
<b>Account Group Total:</b>	<b>137,958.30</b>	<b>1,643,465.66</b>	<b>1,680,486.00</b>	<b>37,020.34</b>	<b>98 %</b>
<b>350000 FINES AND FORFEITS</b>					
353100 Utility/Meter Fines	0.00	0.00	4,000.00	4,000.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>4,000.00</b>	<b>4,000.00</b>	<b>0 %</b>
<b>360000</b>					
361100 Interest Earnings	0.00	13,711.48	7,510.00	-6,201.48	183 %
369400 Insurance Refund	0.00	7,514.48	7,514.00	-0.48	100 %
369900 Miscellaneous Revenue	350.00	11,365.01	12,000.00	634.99	95 %
<b>Account Group Total:</b>	<b>350.00</b>	<b>32,590.97</b>	<b>27,024.00</b>	<b>-5,566.97</b>	<b>121 %</b>
<b>380000 OTHER SOURCES</b>					
389900 Use Of Fund Balance	0.00	0.00	651,600.00	651,600.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>651,600.00</b>	<b>651,600.00</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>145,590.32</b>	<b>1,698,335.31</b>	<b>6,999,360.00</b>	<b>5,301,024.69</b>	<b>24 %</b>

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651 POLICE RETIREMENT FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
310000 TAXES					
312520 State Pension Contribution	0.00	31,304.72	21,819.00	-9,485.72	143 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>31,304.72</b>	<b>21,819.00</b>	<b>-9,485.72</b>	<b>143 %</b>
360000					
361300 Investment Earnings	0.00	429,294.12	0.00	-429,294.12	** %
368100 Employee Contribution	0.00	24,581.14	28,539.00	3,957.86	86 %
368200 Employer Contribution	0.00	121,734.98	148,065.00	26,330.02	82 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>575,610.24</b>	<b>176,604.00</b>	<b>-399,006.24</b>	<b>326 %</b>
<b>Fund Total:</b>	<b>0.00</b>	<b>606,914.96</b>	<b>198,423.00</b>	<b>-408,491.96</b>	<b>306 %</b>
<b>Grand Total:</b>	<b>175,968.29</b>	<b>6,484,696.74</b>	<b>13,461,131.00</b>	<b>6,976,434.26</b>	<b>48 %</b>

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
511000	Legislative						
511000	Legislative						
110	Executive Salaries	1,150.00	13,800.00	16,200.00	16,200.00	2,400.00	85 %
210	Fica	71.30	855.60	1,004.00	1,004.00	148.40	85 %
211	Medicare	16.68	200.16	235.00	235.00	34.84	85 %
314	Election Expense	0.00	72.00	0.00	0.00	-72.00	%
342	Software & Annual Maintenance	0.00	1,238.67	580.00	1,325.00	86.33	93 %
400	Travel & Per Diem	0.00	376.40	1,000.00	1,000.00	623.60	38 %
410	Telephone & Communications	0.00	2,178.51	2,075.00	2,075.00	-103.51	105 %
415	Website	0.00	2,810.00	4,450.00	4,450.00	1,640.00	63 %
470	Printing - General	0.00	0.00	125.00	125.00	125.00	%
493	Employee Appreciation	0.00	1,615.96	2,500.00	2,500.00	884.04	65 %
497	Compassion Flowers	0.00	0.00	100.00	100.00	100.00	%
510	Office Supplies	0.00	0.00	200.00	200.00	200.00	%
520	Operating Supplies	0.00	0.00	3,620.00	3,620.00	3,620.00	%
540	Dues, Subscriptions, Licenses	0.00	609.98	1,800.00	1,800.00	1,190.02	34 %
550	Training/Education/Tuition	0.00	158.00	1,500.00	1,500.00	1,342.00	11 %
820	Contributions/Donations	2,000.00	2,000.00	2,000.00	2,000.00	0.00	100 %
950	Other Non Operating Uses	0.00	0.00	28,865.00	28,865.00	28,865.00	%
	<b>Account Total:</b>	<b>3,237.98</b>	<b>25,915.28</b>	<b>66,254.00</b>	<b>66,999.00</b>	<b>41,083.72</b>	<b>39 %</b>
	<b>Account Group Total:</b>	<b>3,237.98</b>	<b>25,915.28</b>	<b>66,254.00</b>	<b>66,999.00</b>	<b>41,083.72</b>	<b>39 %</b>
513000	Financial And Administrative						
513000	Financial And Administrative						
110	Executive Salaries	1,990.76	29,055.11	26,322.00	26,322.00	-2,733.11	110 %
120	Salaries	2,031.04	21,354.16	27,098.00	25,598.00	4,243.84	83 %
140	Overtime Wages	0.00	164.11	521.00	521.00	356.89	31 %
210	Fica	244.03	3,054.28	3,344.00	3,344.00	289.72	91 %
211	Medicare	57.08	714.23	782.00	782.00	67.77	91 %
225	ICMA Retirement Contribution	315.05	3,992.87	5,394.00	5,394.00	1,401.13	74 %
230	Life & Health Ins.	463.64	7,390.25	8,444.00	8,444.00	1,053.75	88 %
240	Workers' Compensation	0.00	817.88	703.00	1,206.00	388.12	68 %
250	Unemployment Expense	0.00	0.00	6,275.00	6,275.00	6,275.00	%
310	Legal Fees	0.00	0.00	0.00	6,000.00	6,000.00	%
320	Accounting & Auditing	0.00	39,567.50	38,000.00	38,000.00	-1,567.50	104 %
321	Bank Fees	0.00	22.00	600.00	600.00	578.00	4 %
340	Other Contractual Services	0.00	3,199.01	4,500.00	4,500.00	1,300.99	71 %
342	Software & Annual Maintenance	0.00	11,072.03	19,300.00	19,300.00	8,227.97	57 %
350	Pre Employment Screening	0.00	1,184.00	1,400.00	1,400.00	216.00	85 %
400	Travel & Per Diem	859.41	5,289.07	4,700.00	6,000.00	710.93	88 %
410	Telephone & Communications	40.28	9,634.98	12,400.00	12,400.00	2,765.02	78 %
420	Freight/Postage/Shipping	0.00	2,579.41	2,000.00	2,000.00	-579.41	129 %
430	Utility Services	0.00	5,314.00	6,000.00	6,000.00	686.00	89 %
440	Rentals & Leases	169.00	2,891.38	2,700.00	2,700.00	-191.38	107 %
451	Insurance	0.00	203.00	2,132.00	2,132.00	1,929.00	10 %
460	R & M - Equipment	0.00	116.00	200.00	200.00	84.00	58 %
461	R & M - Computer Maint	359.98	946.96	3,000.00	3,000.00	2,053.04	32 %
463	R & M - Vehicles	0.00	0.00	2,000.00	2,000.00	2,000.00	%
470	Printing - General	0.00	188.50	250.00	250.00	61.50	75 %
492	Advertising	0.00	150.00	0.00	0.00	-150.00	%
510	Office Supplies	0.00	2,069.60	1,825.00	1,825.00	-244.60	113 %



1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
520	Operating Supplies	1,025.00	10,081.28	3,800.00	12,000.00	1,918.72	84 %
522	Gas & Oil	0.00	0.00	2,000.00	2,000.00	2,000.00	%
540	Dues, Subscriptions, Licenses	0.00	5,151.00	4,100.00	4,100.00	-1,051.00	126 %
550	Training/Education/Tuition	0.00	4,057.26	4,000.00	5,500.00	1,442.74	74 %
	<b>Account Total:</b>	<b>7,555.27</b>	<b>170,259.87</b>	<b>193,790.00</b>	<b>209,793.00</b>	<b>39,533.13</b>	<b>81 %</b>
	<b>Account Group Total:</b>	<b>7,555.27</b>	<b>170,259.87</b>	<b>193,790.00</b>	<b>209,793.00</b>	<b>39,533.13</b>	<b>81 %</b>
519000	Other General Government						
519000	Other General Government						
310	Legal Fees	20,625.00	236,919.75	115,000.00	300,000.00	63,080.25	79 %
316	Town Planning/Engineering	0.00	46,386.75	50,000.00	50,000.00	3,613.25	93 %
318	Town Planning	0.00	54,620.66	70,000.00	70,000.00	15,379.34	78 %
340	Other Contractual Services	0.00	5,250.50	4,000.00	4,000.00	-1,250.50	131 %
347	Codification	0.00	1,325.00	5,000.00	5,000.00	3,675.00	27 %
415	Website	0.00	129.99	1,000.00	1,000.00	870.01	13 %
451	Insurance	0.00	124,245.00	107,225.00	107,225.00	-17,020.00	116 %
470	Printing - General	0.00	217.50	200.00	200.00	-17.50	109 %
492	Advertising	0.00	8,512.17	8,000.00	8,000.00	-512.17	106 %
	<b>Account Total:</b>	<b>20,625.00</b>	<b>477,607.32</b>	<b>360,425.00</b>	<b>545,425.00</b>	<b>67,817.68</b>	<b>88 %</b>
	<b>Account Group Total:</b>	<b>20,625.00</b>	<b>477,607.32</b>	<b>360,425.00</b>	<b>545,425.00</b>	<b>67,817.68</b>	<b>88 %</b>
521000	Police						
521000	Police						
110	Executive Salaries	11,445.84	119,930.21	146,204.00	143,204.00	23,273.79	84 %
120	Salaries	30,163.89	374,844.70	377,292.00	371,337.00	-3,507.70	101 %
130	Police - Reserve Salaries	1,065.00	12,774.10	12,315.00	17,820.00	5,045.90	72 %
131	Events Payroll	880.00	12,442.50	12,000.00	12,000.00	-442.50	104 %
140	Overtime Wages	4,484.55	42,239.03	47,301.00	47,301.00	5,061.97	89 %
150	Police - Incentive Pay	600.00	6,450.00	6,840.00	6,840.00	390.00	94 %
210	Fica	2,877.52	33,904.76	36,153.00	35,503.00	1,598.24	95 %
211	Medicare	672.96	7,929.36	8,455.00	8,555.00	625.64	93 %
220	Police Retirement Contribution	12,112.51	133,847.49	148,065.00	136,065.00	2,217.51	98 %
230	Life & Health Ins.	12,263.30	123,327.38	141,600.00	141,600.00	18,272.62	87 %
240	Workers' Compensation	0.00	18,483.94	18,135.00	28,000.00	9,516.06	66 %
340	Other Contractual Services	0.00	2,722.93	3,226.00	3,226.00	503.07	84 %
342	Software & Annual Maintenance	0.00	15,086.96	11,400.00	11,400.00	-3,686.96	132 %
343	Special Events	0.00	3,497.22	4,000.00	4,000.00	502.78	87 %
350	Pre Employment Screening	0.00	2,037.00	1,200.00	2,200.00	163.00	93 %
400	Travel & Per Diem	0.00	2,949.69	3,500.00	3,500.00	550.31	84 %
410	Telephone & Communications	1,083.08	32,272.47	15,000.00	32,000.00	-272.47	101 %
420	Freight/Postage/Shipping	0.00	1,808.64	300.00	300.00	-1,508.64	603 %
430	Utility Services	0.00	5,314.01	6,000.00	6,000.00	685.99	89 %
440	Rentals & Leases	0.00	43,895.82	45,100.00	45,100.00	1,204.18	97 %
451	Insurance	0.00	7,588.80	7,745.00	7,745.00	156.20	98 %
460	R & M - Equipment	0.00	7,256.28	7,100.00	7,100.00	-156.28	102 %
461	R & M - Computer Maint	0.00	1,058.24	1,500.00	1,500.00	441.76	71 %
462	R & M - Building	0.00	608.99	2,500.00	2,500.00	1,891.01	24 %
463	R & M - Vehicles	8,985.22	43,691.88	27,000.00	27,000.00	-16,691.88	162 %
490	Miscellaneous Expenses	-139.83	0.00	0.00	0.00	0.00	%
510	Office Supplies	139.83	4,087.60	4,000.00	4,000.00	-87.60	102 %
520	Operating Supplies	-11,844.46	24,782.41	29,858.00	19,858.00	-4,924.41	125 %

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
522	Gas & Oil	0.00	28,536.25	36,000.00	34,000.00	5,463.75	84 %
523	Uniforms	0.00	3,287.56	4,000.00	4,000.00	712.44	82 %
525	Weapons	0.00	4,859.74	5,000.00	5,000.00	140.26	97 %
540	Dues, Subscriptions, Licenses	0.00	830.50	1,500.00	1,500.00	669.50	55 %
550	Training/Education/Tuition	0.00	3,683.45	5,000.00	5,000.00	1,316.55	74 %
640	Cap Outlay - Equipment	0.00	7,962.84	0.00	0.00	-7,962.84	%
650	Cap Outlay - Vehicles	11,844.46	113,294.46	0.00	160,000.00	46,705.54	71 %
804	PD Vest Grant - 09/10	0.00	3,858.45	3,500.00	3,500.00	-358.45	110 %
	<b>Account Total:</b>	<b>86,633.87</b>	<b>1,251,145.66</b>	<b>1,178,789.00</b>	<b>1,338,654.00</b>	<b>87,508.34</b>	<b>93 %</b>
	<b>Account Group Total:</b>	<b>86,633.87</b>	<b>1,251,145.66</b>	<b>1,178,789.00</b>	<b>1,338,654.00</b>	<b>87,508.34</b>	<b>93 %</b>
524000	Code Enforcement						
524000	Code Enforcement						
120	Salaries	3,520.00	45,814.15	45,760.00	45,760.00	-54.15	100 %
140	Overtime Wages	0.00	115.50	1,889.00	889.00	773.50	13 %
210	Fica	208.82	2,744.52	2,954.00	2,954.00	209.48	93 %
211	Medicare	48.84	641.87	691.00	691.00	49.13	93 %
225	ICMA Retirement Contribution	352.00	4,411.55	4,765.00	4,765.00	353.45	93 %
230	Life & Health Ins.	819.50	9,834.00	9,834.00	9,834.00	0.00	100 %
240	Workers' Compensation	0.00	728.27	621.00	1,163.00	434.73	63 %
310	Legal Fees	195.00	10,377.65	6,000.00	13,000.00	2,622.35	80 %
342	Software & Annual Maintenance	0.00	3,158.77	3,220.00	3,220.00	61.23	98 %
400	Travel & Per Diem	0.00	1,040.80	1,020.00	1,041.00	0.20	100 %
410	Telephone & Communications	66.93	1,067.33	1,782.00	1,482.00	414.67	72 %
420	Freight/Postage/Shipping	0.00	481.01	300.00	650.00	168.99	74 %
451	Insurance	0.00	0.00	2,132.00	532.00	532.00	%
463	R & M - Vehicles	0.00	381.95	2,000.00	1,000.00	618.05	38 %
470	Printing - General	0.00	72.50	350.00	350.00	277.50	21 %
520	Operating Supplies	0.00	45.33	300.00	300.00	254.67	15 %
522	Gas & Oil	0.00	668.62	2,400.00	900.00	231.38	74 %
523	Uniforms	0.00	179.10	200.00	180.00	0.90	100 %
540	Dues, Subscriptions, Licenses	0.00	140.37	330.00	141.00	0.63	100 %
550	Training/Education/Tuition	0.00	1,300.00	1,000.00	1,300.00	0.00	100 %
	<b>Account Total:</b>	<b>5,211.09</b>	<b>83,203.29</b>	<b>87,548.00</b>	<b>90,152.00</b>	<b>6,948.71</b>	<b>92 %</b>
	<b>Account Group Total:</b>	<b>5,211.09</b>	<b>83,203.29</b>	<b>87,548.00</b>	<b>90,152.00</b>	<b>6,948.71</b>	<b>92 %</b>
538000	Stormwater Maintenance						
538000	Stormwater Maintenance						
340	Other Contractual Services	0.00	1,500.00	110,000.00	110,000.00	108,500.00	1 %
	<b>Account Total:</b>	<b>0.00</b>	<b>1,500.00</b>	<b>110,000.00</b>	<b>110,000.00</b>	<b>108,500.00</b>	<b>1 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>1,500.00</b>	<b>110,000.00</b>	<b>110,000.00</b>	<b>108,500.00</b>	<b>1 %</b>
539000	Public Services						
539000	Public Services						
110	Executive Salaries	291.49	3,925.33	3,790.00	4,062.00	136.67	97 %
120	Salaries	1,874.89	24,225.61	23,646.00	24,266.00	40.39	100 %
140	Overtime Wages	14.10	490.34	3,200.00	3,200.00	2,709.66	15 %
210	Fica	126.39	1,676.23	1,899.00	1,899.00	222.77	88 %
211	Medicare	29.59	392.17	444.00	444.00	51.83	88 %
225	ICMA Retirement Contribution	76.51	901.81	3,064.00	3,064.00	2,162.19	29 %
230	Life & Health Ins.	830.89	9,834.83	6,884.00	9,700.00	-134.83	101 %

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
240	Workers' Compensation	0.00	464.57	399.00	692.00	227.43	67 %
340	Other Contractual Services	2,475.00	49,710.86	87,000.00	81,000.00	31,289.14	61 %
350	Pre Employment Screening	0.00	0.00	100.00	100.00	100.00	%
400	Travel & Per Diem	0.00	199.27	500.00	500.00	300.73	40 %
410	Telephone & Communications	4.46	1,346.77	2,150.00	2,150.00	803.23	63 %
430	Utility Services	0.00	1,338.42	1,500.00	1,500.00	161.58	89 %
440	Rentals & Leases	0.00	0.00	2,500.00	2,500.00	2,500.00	%
460	R & M - Equipment	0.00	5,580.46	5,000.00	8,000.00	2,419.54	70 %
461	R & M - Computer Maint	0.00	0.00	650.00	650.00	650.00	%
462	R & M - Building	0.00	15,283.63	12,000.00	15,500.00	216.37	99 %
463	R & M - Vehicles	0.00	936.45	1,000.00	1,000.00	63.55	94 %
510	Office Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	%
520	Operating Supplies	0.00	10,731.99	12,000.00	15,000.00	4,268.01	72 %
522	Gas & Oil	0.00	8,268.22	7,000.00	9,500.00	1,231.78	87 %
523	Uniforms	0.00	443.78	1,000.00	1,000.00	556.22	44 %
524	Safety Equipment	0.00	887.90	1,500.00	1,500.00	612.10	59 %
540	Dues, Subscriptions, Licenses	0.00	205.67	300.00	300.00	94.33	69 %
550	Training/Education/Tuition	0.00	0.00	650.00	650.00	650.00	%
650	Cap Outlay - Vehicles	0.00	0.00	5,000.00	5,000.00	5,000.00	%
	<b>Account Total:</b>	<b>5,723.32</b>	<b>136,844.31</b>	<b>184,176.00</b>	<b>194,177.00</b>	<b>57,332.69</b>	<b>70 %</b>
	<b>Account Group Total:</b>	<b>5,723.32</b>	<b>136,844.31</b>	<b>184,176.00</b>	<b>194,177.00</b>	<b>57,332.69</b>	<b>70 %</b>
541000	Transportation						
541000	Transportation						
110	Executive Salaries	291.51	3,925.65	3,790.00	4,062.00	136.35	97 %
120	Salaries	1,874.93	24,121.81	23,646.00	24,060.00	-61.81	100 %
140	Overtime Wages	14.10	502.53	2,000.00	2,000.00	1,497.47	25 %
210	Fica	126.37	1,670.48	1,825.00	1,825.00	154.52	92 %
211	Medicare	29.54	390.60	427.00	427.00	36.40	91 %
225	ICMA Retirement Contribution	76.52	899.48	2,944.00	2,944.00	2,044.52	31 %
230	Life & Health Ins.	830.92	9,819.03	6,884.00	9,668.00	-151.03	102 %
240	Workers' Compensation	0.00	446.22	384.00	664.00	217.78	67 %
316	Town Planning/Engineering	0.00	0.00	1,000.00	1,000.00	1,000.00	%
340	Other Contractual Services	0.00	0.00	20,000.00	20,000.00	20,000.00	%
431	Street Lighting	0.00	27,606.36	28,000.00	28,000.00	393.64	99 %
520	Operating Supplies	0.00	600.00	2,000.00	2,000.00	1,400.00	30 %
524	Safety Equipment	0.00	0.00	1,000.00	1,000.00	1,000.00	%
530	Road Materials & Supplies	0.00	1,576.00	2,000.00	2,000.00	424.00	79 %
	<b>Account Total:</b>	<b>3,243.89</b>	<b>71,558.16</b>	<b>95,900.00</b>	<b>99,650.00</b>	<b>28,091.84</b>	<b>72 %</b>
	<b>Account Group Total:</b>	<b>3,243.89</b>	<b>71,558.16</b>	<b>95,900.00</b>	<b>99,650.00</b>	<b>28,091.84</b>	<b>72 %</b>
542000	Cemetery						
542000	Cemetery						
340	Other Contractual Services	0.00	4,368.00	10,000.00	10,000.00	5,632.00	44 %
430	Utility Services	0.00	587.03	1,500.00	1,500.00	912.97	39 %
460	R & M - Equipment	0.00	0.00	2,500.00	2,500.00	2,500.00	%
	<b>Account Total:</b>	<b>0.00</b>	<b>4,955.03</b>	<b>14,000.00</b>	<b>14,000.00</b>	<b>9,044.97</b>	<b>35 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>4,955.03</b>	<b>14,000.00</b>	<b>14,000.00</b>	<b>9,044.97</b>	<b>35 %</b>

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
571000 Library							
571000 Library							
110	Executive Salaries	3,909.24	50,862.39	50,820.00	50,820.00	-42.39	100 %
120	Salaries	2,203.74	28,348.37	28,829.00	28,829.00	480.63	98 %
140	Overtime Wages	0.00	1,392.96	0.00	2,000.00	607.04	70 %
210	Fica	373.32	4,934.90	4,938.00	4,938.00	3.10	100 %
211	Medicare	87.30	1,154.01	1,155.00	1,155.00	0.99	100 %
225	ICMA Retirement Contribution	611.29	5,586.06	7,965.00	7,965.00	2,378.94	70 %
230	Life & Health Ins.	839.00	9,248.50	19,668.00	19,668.00	10,419.50	47 %
240	Workers' Compensation	0.00	1,217.36	1,038.00	1,810.00	592.64	67 %
340	Other Contractual Services	70.00	6,279.45	4,500.00	7,000.00	720.55	90 %
342	Software & Annual Maintenance	0.00	1,159.80	0.00	1,379.88	220.08	84 %
350	Pre Employment Screening	0.00	0.00	150.00	150.00	150.00	%
400	Travel & Per Diem	0.00	130.50	500.00	500.00	369.50	26 %
410	Telephone & Communications	0.00	17,306.99	20,480.00	20,480.00	3,173.01	85 %
420	Freight/Postage/Shipping	0.00	0.68	110.00	110.00	109.32	1 %
430	Utility Services	0.00	11,513.99	10,000.00	12,000.00	486.01	96 %
460	R & M - Equipment	-70.00	0.00	0.00	0.00	0.00	%
461	R & M - Computer Maint	0.00	0.00	144.00	144.00	144.00	%
480	Promotional Activities	0.00	1,422.32	1,856.00	1,856.00	433.68	77 %
493	Employee Appreciation	0.00	428.75	500.00	500.00	71.25	86 %
510	Office Supplies	0.00	1,113.51	2,800.00	2,800.00	1,686.49	40 %
520	Operating Supplies	0.00	3,817.82	4,000.00	4,000.00	182.18	95 %
540	Dues, Subscriptions, Licenses	0.00	311.98	350.00	350.00	38.02	89 %
550	Training/Education/Tuition	0.00	0.00	400.00	400.00	400.00	%
660	Cap Outlay - Books &	0.00	11,167.96	15,000.00	33,207.00	22,039.04	34 %
662	Cap Outlay - Books/Publ -	0.00	0.00	1,100.00	404.12	404.12	%
	<b>Account Total:</b>	<b>8,023.89</b>	<b>157,398.30</b>	<b>176,303.00</b>	<b>202,466.00</b>	<b>45,067.70</b>	<b>78 %</b>
	<b>Account Group Total:</b>	<b>8,023.89</b>	<b>157,398.30</b>	<b>176,303.00</b>	<b>202,466.00</b>	<b>45,067.70</b>	<b>78 %</b>
572000 Parks & Recreation							
572000 Parks & Recreation							
340	Other Contractual Services	0.00	8,000.00	10,000.00	8,000.00	0.00	100 %
343	Special Events	0.00	7,321.83	7,000.00	9,000.00	1,678.17	81 %
430	Utility Services	0.00	3,008.91	5,500.00	5,500.00	2,491.09	55 %
460	R & M - Equipment	10,000.00	10,000.00	25,000.00	24,530.00	14,530.00	41 %
468	R & M - Recreation Equip	0.00	1,073.23	1,000.00	1,080.00	6.77	99 %
520	Operating Supplies	0.00	3,387.98	3,000.00	3,390.00	2.02	100 %
	<b>Account Total:</b>	<b>10,000.00</b>	<b>32,791.95</b>	<b>51,500.00</b>	<b>51,500.00</b>	<b>18,708.05</b>	<b>64 %</b>
	<b>Account Group Total:</b>	<b>10,000.00</b>	<b>32,791.95</b>	<b>51,500.00</b>	<b>51,500.00</b>	<b>18,708.05</b>	<b>64 %</b>
573000 Historical Preservation							
573000 Historical Preservation							
410	Telephone & Communications	0.00	0.00	60.00	60.00	60.00	%
510	Office Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	%
520	Operating Supplies	0.00	0.00	0.00	20,000.00	20,000.00	%
950	Other Non Operating Uses	0.00	0.00	4,693.00	4,693.00	4,693.00	%
	<b>Account Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>5,753.00</b>	<b>25,753.00</b>	<b>25,753.00</b>	<b>%</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>5,753.00</b>	<b>25,753.00</b>	<b>25,753.00</b>	<b>%</b>

TOWN OF HOWEY-IN-THE-HILLS  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 9 / 24

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
574000	Special Events						
574000	Special Events						
	340 Other Contractual Services	0.00	34,940.82	26,250.00	26,250.00	-8,690.82	133 %
	343 Special Events	0.00	1,582.28	2,000.00	2,000.00	417.72	79 %
	440 Rentals & Leases	0.00	0.00	2,000.00	2,000.00	2,000.00	%
	470 Printing - General	0.00	0.00	250.00	250.00	250.00	%
	480 Promotional Activities	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	<b>Account Total:</b>	<b>0.00</b>	<b>36,523.10</b>	<b>31,500.00</b>	<b>31,500.00</b>	<b>-5,023.10</b>	<b>116 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>36,523.10</b>	<b>31,500.00</b>	<b>31,500.00</b>	<b>-5,023.10</b>	<b>116 %</b>
	<b>Fund Total:</b>	<b>150,254.31</b>	<b>2,449,702.27</b>	<b>2,555,938.00</b>	<b>2,980,069.00</b>	<b>530,366.73</b>	<b>82 %</b>

10/01/24  
 14:01:55

TOWN OF HOWEY-IN-THE-HILLS  
 Statement of Expenditure - Budget vs. Actual Report  
 For the Accounting Period: 9 / 24

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Item 18.

120 POLICE ADVANCED TRAINING FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
521000	Police						
521000	Police						
	400 Travel & Per Diem	0.00	552.00	1,000.00	1,000.00	448.00	55 %
	550 Training/Education/Tuition	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	950 Other Non Operating Uses	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	<b>Account Total:</b>	<b>0.00</b>	<b>552.00</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>2,448.00</b>	<b>18 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>552.00</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>2,448.00</b>	<b>18 %</b>
	<b>Fund Total:</b>	<b>0.00</b>	<b>552.00</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>2,448.00</b>	<b>18 %</b>

130 TREE FUND

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

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140 WATER IMPACT FEE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
533000	Water Utility Services						
533000	Water Utility Services						
	633 Cap Outlay - Water	0.00	0.00	0.00	200,000.00	200,000.00	%
	640 Cap Outlay - Equipment	12,953.00	1,472,291.00	600,000.00	1,489,000.00	16,709.00	99 %
	950 Other Non Operating Uses	0.00	0.00	562,653.00	0.00	0.00	%
	<b>Account Total:</b>	<b>12,953.00</b>	<b>1,472,291.00</b>	<b>1,162,653.00</b>	<b>1,689,000.00</b>	<b>216,709.00</b>	<b>87 %</b>
	<b>Account Group Total:</b>	<b>12,953.00</b>	<b>1,472,291.00</b>	<b>1,162,653.00</b>	<b>1,689,000.00</b>	<b>216,709.00</b>	<b>87 %</b>
	<b>Fund Total:</b>	<b>12,953.00</b>	<b>1,472,291.00</b>	<b>1,162,653.00</b>	<b>1,689,000.00</b>	<b>216,709.00</b>	<b>87 %</b>



141 PARKS & REC IMPACT FEE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
572000	Parks & Recreation						
572000	Parks & Recreation						
	615 Parks Expansion	71,250.00	417,104.35	400,000.00	580,000.00	162,895.65	72 %
	630 Cap Outlay - Improvements	0.00	3,200.00	0.00	30,000.00	26,800.00	11 %
	640 Cap Outlay - Equipment	0.00	28,564.89	0.00	32,500.00	3,935.11	88 %
	950 Other Non Operating Uses	0.00	0.00	338,000.00	37,500.00	37,500.00	%
	<b>Account Total:</b>	<b>71,250.00</b>	<b>448,869.24</b>	<b>738,000.00</b>	<b>680,000.00</b>	<b>231,130.76</b>	<b>66 %</b>
	<b>Account Group Total:</b>	<b>71,250.00</b>	<b>448,869.24</b>	<b>738,000.00</b>	<b>680,000.00</b>	<b>231,130.76</b>	<b>66 %</b>
	<b>Fund Total:</b>	<b>71,250.00</b>	<b>448,869.24</b>	<b>738,000.00</b>	<b>680,000.00</b>	<b>231,130.76</b>	<b>66 %</b>

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142 POLICE IMPACT FEE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
521000	Police						
521000	Police						
	640 Cap Outlay - Equipment	0.00	7,309.98	7,500.00	9,000.00	1,690.02	81 %
	950 Other Non Operating Uses	0.00	0.00	730,500.00	44,000.00	44,000.00	%
	<b>Account Total:</b>	<b>0.00</b>	<b>7,309.98</b>	<b>738,000.00</b>	<b>53,000.00</b>	<b>45,690.02</b>	<b>14 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>7,309.98</b>	<b>738,000.00</b>	<b>53,000.00</b>	<b>45,690.02</b>	<b>14 %</b>
	<b>Fund Total:</b>	<b>0.00</b>	<b>7,309.98</b>	<b>738,000.00</b>	<b>53,000.00</b>	<b>45,690.02</b>	<b>14 %</b>

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143 ROAD IMPACT FEE FUND

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

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144 WASTEWATER IMPACT FEE FUND

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

145 STORMWATER IMPACT FEE FUND

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

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150 INFRASTRUCTURE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
541000	Transportation						
541000	Transportation						
	630 Cap Outlay - Improvements	0.00	23,375.00	273,355.00	273,355.00	249,980.00	9 %
	<b>Account Total:</b>	<b>0.00</b>	<b>23,375.00</b>	<b>273,355.00</b>	<b>273,355.00</b>	<b>249,980.00</b>	<b>9 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>23,375.00</b>	<b>273,355.00</b>	<b>273,355.00</b>	<b>249,980.00</b>	<b>9 %</b>
	<b>Fund Total:</b>	<b>0.00</b>	<b>23,375.00</b>	<b>273,355.00</b>	<b>273,355.00</b>	<b>249,980.00</b>	<b>9 %</b>

155 BUILDING SERVICES FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
513000	Financial And Administrative						
513000	Financial And Administrative						
110	Executive Salaries	7,355.64	94,690.87	97,611.00	97,611.00	2,920.13	97 %
120	Salaries	5,860.53	74,554.03	110,870.00	94,870.00	20,315.97	79 %
140	Overtime Wages	8.10	862.01	600.00	1,000.00	137.99	86 %
210	Fica	796.21	10,246.66	12,936.00	12,936.00	2,689.34	79 %
211	Medicare	186.20	2,396.37	3,032.00	3,032.00	635.63	79 %
225	ICMA Retirement Contribution	1,024.16	12,172.00	20,908.00	16,908.00	4,736.00	72 %
230	Life & Health Ins.	2,074.74	29,964.65	41,931.00	34,931.00	4,966.35	86 %
240	Workers' Compensation	0.00	3,199.26	2,725.00	4,754.00	1,554.74	67 %
340	Other Contractual Services	0.00	0.00	1,419.00	1,419.00	1,419.00	%
342	Software & Annual Maintenance	0.00	3,008.76	860.00	860.00	-2,148.76	350 %
350	Pre Employment Screening	0.00	0.00	200.00	200.00	200.00	%
410	Telephone & Communications	0.00	308.00	300.00	400.00	92.00	77 %
495	DBPR/DCA Impact Fees	0.00	4,339.55	0.00	8,000.00	3,660.45	54 %
510	Office Supplies	0.00	195.99	1,000.00	1,000.00	804.01	20 %
520	Operating Supplies	0.00	916.98	10,491.00	5,000.00	4,083.02	18 %
950	Other Non Operating Uses	0.00	0.00	69,204.00	0.00	0.00	%
	<b>Account Total:</b>	<b>17,305.58</b>	<b>236,855.13</b>	<b>374,087.00</b>	<b>282,921.00</b>	<b>46,065.87</b>	<b>84 %</b>
	<b>Account Group Total:</b>	<b>17,305.58</b>	<b>236,855.13</b>	<b>374,087.00</b>	<b>282,921.00</b>	<b>46,065.87</b>	<b>84 %</b>
519000	Other General Government						
519000	Other General Government						
341	Contractor - (Bldg Inspector -	0.00	273,623.08	304,478.00	300,000.00	26,376.92	91 %
520	Operating Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	<b>Account Total:</b>	<b>0.00</b>	<b>273,623.08</b>	<b>305,478.00</b>	<b>301,000.00</b>	<b>27,376.92</b>	<b>91 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>273,623.08</b>	<b>305,478.00</b>	<b>301,000.00</b>	<b>27,376.92</b>	<b>91 %</b>
	<b>Fund Total:</b>	<b>17,305.58</b>	<b>510,478.21</b>	<b>679,565.00</b>	<b>583,921.00</b>	<b>73,442.79</b>	<b>87 %</b>

401 WATER/SANITATION FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
533000	Water Utility Services						
533000	Water Utility Services						
110	Executive Salaries	10,270.64	134,897.95	135,506.00	135,506.00	608.05	100 %
120	Salaries	22,511.46	263,336.19	289,218.00	289,218.00	25,881.81	91 %
140	Overtime Wages	1,830.10	19,758.81	15,500.00	19,500.00	-258.81	101 %
210	Fica	2,082.57	25,168.74	27,294.00	27,294.00	2,125.26	92 %
211	Medicare	487.01	5,886.20	6,383.00	6,383.00	496.80	92 %
225	ICMA Retirement Contribution	1,733.80	20,242.27	44,022.00	44,022.00	23,779.73	46 %
230	Life & Health Ins.	7,416.61	88,850.37	89,134.00	89,134.00	283.63	100 %
240	Workers' Compensation	0.00	6,676.49	5,737.00	9,932.00	3,255.51	67 %
310	Legal Fees	3,327.50	29,224.60	30,000.00	30,000.00	775.40	97 %
316	Town Planning/Engineering	0.00	8,705.00	20,000.00	20,000.00	11,295.00	44 %
320	Accounting & Auditing	0.00	0.00	14,250.00	14,250.00	14,250.00	%
340	Other Contractual Services	10,985.00	408,005.04	300,000.00	814,052.00	406,046.96	50 %
342	Software & Annual Maintenance	0.00	2,644.92	9,600.00	9,600.00	6,955.08	28 %
400	Travel & Per Diem	0.00	44.48	500.00	500.00	455.52	9 %
410	Telephone & Communications	6.64	5,549.09	5,050.00	5,253.00	-296.09	106 %
420	Freight/Postage/Shipping	0.00	0.00	200.00	200.00	200.00	%
430	Utility Services	0.00	52,534.59	44,000.00	54,600.00	2,065.41	96 %
440	Rentals & Leases	0.00	734.21	1,500.00	1,500.00	765.79	49 %
451	Insurance	0.00	40,364.21	42,000.00	42,000.00	1,635.79	96 %
460	R & M - Equipment	0.00	3,843.33	45,000.00	45,000.00	41,156.67	9 %
461	R & M - Computer Maint	0.00	0.00	500.00	500.00	500.00	%
462	R & M - Building	0.00	2,114.13	5,000.00	5,000.00	2,885.87	42 %
463	R & M - Vehicles	0.00	7,194.81	1,100.00	8,100.00	905.19	89 %
466	R & M - Water	0.00	5,581.00	0.00	5,600.00	19.00	100 %
470	Printing - General	0.00	0.00	100.00	100.00	100.00	%
490	Miscellaneous Expenses	0.00	0.00	100.00	50.00	50.00	%
492	Advertising	2,000.00	2,000.00	300.00	2,000.00	0.00	100 %
510	Office Supplies	0.00	359.61	1,000.00	1,000.00	640.39	36 %
520	Operating Supplies	0.00	93,706.12	221,400.00	130,200.00	36,493.88	72 %
523	Uniforms	0.00	0.00	150.00	150.00	150.00	%
524	Safety Equipment	0.00	227.99	400.00	400.00	172.01	57 %
540	Dues, Subscriptions, Licenses	0.00	4,918.33	800.00	5,000.00	81.67	98 %
550	Training/Education/Tuition	0.00	582.85	500.00	600.00	17.15	97 %
613	Cap Outlay - Wetland	0.00	0.00	8,050.00	8,050.00	8,050.00	%
630	Cap Outlay - Improvements	0.00	0.00	10,000.00	10,000.00	10,000.00	%
633	Cap Outlay - Water	0.00	0.00	4,260,000.00	4,260,000.00	4,260,000.00	%
650	Cap Outlay - Vehicles	0.00	0.00	6,076.00	6,076.00	6,076.00	%
710	Debt Principal/loan	0.00	0.00	114,085.00	114,085.00	114,085.00	%
720	Debt Interest/loan	0.00	30,544.62	30,545.00	30,545.00	0.38	100 %
950	Other Non Operating Uses	0.00	0.00	404,776.00	0.00	0.00	%
	<b>Account Total:</b>	<b>62,651.33</b>	<b>1,263,695.95</b>	<b>6,189,776.00</b>	<b>6,245,400.00</b>	<b>4,981,704.05</b>	<b>20 %</b>
	<b>Account Group Total:</b>	<b>62,651.33</b>	<b>1,263,695.95</b>	<b>6,189,776.00</b>	<b>6,245,400.00</b>	<b>4,981,704.05</b>	<b>20 %</b>
534000	Sanitation Department						



401 WATER/SANITATION FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
534000	Sanitation Department						
	340 Other Contractual Services	25,388.80	292,465.84	268,960.00	268,960.00	-23,505.84	109 %
	<b>Account Total:</b>	<b>25,388.80</b>	<b>292,465.84</b>	<b>268,960.00</b>	<b>268,960.00</b>	<b>-23,505.84</b>	<b>109 %</b>
	<b>Account Group Total:</b>	<b>25,388.80</b>	<b>292,465.84</b>	<b>268,960.00</b>	<b>268,960.00</b>	<b>-23,505.84</b>	<b>109 %</b>
535000	Sewer, Wastewater Services						
535000	Sewer, Wastewater Services						
	430 Utility Services	9,377.15	147,118.59	100,000.00	100,000.00	-47,118.59	147 %
	460 R & M - Equipment	0.00	-2,350.00	315,000.00	315,000.00	317,350.00	-1 %
	466 R & M - Water	0.00	0.00	70,000.00	70,000.00	70,000.00	%
	<b>Account Total:</b>	<b>9,377.15</b>	<b>144,768.59</b>	<b>485,000.00</b>	<b>485,000.00</b>	<b>340,231.41</b>	<b>30 %</b>
	<b>Account Group Total:</b>	<b>9,377.15</b>	<b>144,768.59</b>	<b>485,000.00</b>	<b>485,000.00</b>	<b>340,231.41</b>	<b>30 %</b>
	<b>Fund Total:</b>	<b>97,417.28</b>	<b>1,700,930.38</b>	<b>6,943,736.00</b>	<b>6,999,360.00</b>	<b>5,298,429.62</b>	<b>24 %</b>

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651 POLICE RETIREMENT FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
521000	Police						
521000	Police						
	310 Legal Fees	0.00	4,331.25	0.00	0.00	-4,331.25	%
	340 Other Contractual Services	0.00	11,745.44	0.00	0.00	-11,745.44	%
	451 Insurance	0.00	1,925.06	0.00	0.00	-1,925.06	%
	490 Miscellaneous Expenses	0.00	0.00	198,423.00	198,423.00	198,423.00	%
	494 Benefit Payments	0.00	63,552.22	0.00	0.00	-63,552.22	%
	<b>Account Total:</b>	<b>0.00</b>	<b>81,553.97</b>	<b>198,423.00</b>	<b>198,423.00</b>	<b>116,869.03</b>	<b>41 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>81,553.97</b>	<b>198,423.00</b>	<b>198,423.00</b>	<b>116,869.03</b>	<b>41 %</b>
	<b>Fund Total:</b>	<b>0.00</b>	<b>81,553.97</b>	<b>198,423.00</b>	<b>198,423.00</b>	<b>116,869.03</b>	<b>41 %</b>
	<b>Grand Total:</b>	<b>349,180.17</b>					
			0.00				
			6,695,062.05	13,293,673.00	13,461,131.00	6,766,068.95	50 %